

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

*****Core Value of the Month - Professionalism*****

CALL TO ORDER

INVOCATION (Pastor Logan Landes - Grace Lutheran Church)

PLEDGE OF ALLEGIANCE

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

1. APPROVAL OF MINUTES

- A. Approval of minutes of July 6, 2020 Regular City Council Meeting
- B. Approval of minutes of June 29, 2020 City Council Budget Workshop
- C. Approval of minutes of May 18, 2020 Regular City Council Meeting

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

- A. Gateway Samples - Mr. Ric Zampatti, CEO, The Barter Company

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. Financial Advisor
- B. Compass (Energov) Project Update and Support Request
- C. Establish the FY2020 Tentative Millage Rate and Budget Public Hearing Dates
- D. Re-striping of Calhoun Ave and Sibert Ave, authorization to issue task order
- E. Installation of Indoor Air Quality Units at 4 City facilities, authorization for the City Manager to execute a task order
- F. Direction on Future COVID-19 Measures

G. Announcements:

1. A workshop to discuss DFCD potential use of a portion of Clement Taylor Park is currently scheduled for Monday July 27th. With the current COVID-19 trends is this still ok with the Council or would you like to postpone?
2. We are operating on skeleton crews at City Hall and the City Hall Annex. We encourage the public to utilize our online services and to be patient as we try to keep up with priority services.

5. PUBLIC HEARINGS

- A. Second reading of Ordinance 20-21-CN - Amending Article VII "General Provisions" of the City Charter to create a new section prohibiting the vacation of waterfront rights-of-way; providing for a referendum on the charter amendment; providing for a ballot question; providing for a vote at the November 3, 2020 General Election on whether to prohibit the vacation of waterfront rights-of-way in the City of Destin
- B. Second reading of Ordinance 20-22-CN - Amending Article VII "General Provisions" of the City Charter to create a new section entitled "Building Height Limit"; providing for a referendum on the charter amendment, providing for a ballot question, providing for a vote at the November 3, 2020 General Election on whether to include in the City Charter the City's maximum building height limit of six stories and require any application seeking to exceed that limit to obtain approval at a referendum election of at least sixty percent of the voters
- C. Second reading of Ordinance 20-23-LC - Amending Article 8 of the Land Development Code; prohibiting the vacation of waterfront rights-of-way.

6. *CONSENT AGENDA (No public comments)

- A. Health Plan & Ancillary Benefits Renewal
- B. Property & Casualty Insurance Renewals FY21
- C. Extensions 13 and 14 to the COVID 19 Amended Declaration of State of Emergency
- D. Milling, Resurfacing and Re-striping of Holly Street, Melvin Street, Winton Court, a portion of Indian Bayou Trail and Twin Lakes Lane
- E. Disaster Recovery Services (Crowder-Gulf), authorization to renew contract
- F. Disaster Recovery Services (TFR, Inc.), authorization to renew contract
- G. Quarterly Reports from Raymond James and Benjamin Edwards
- H. Proposed Bert Harris Settlement Agreement for 100 Sandprint Circle
- I. Proposed Bert Harris Settlement Agreement for 104 Sandprint Circle

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

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

- 1) City of Destin Complaint Process/Protocol/Standard Operating Procedures
- 2) Complaints received by the City Manager and City Council - Required actions to be taken
 - a) Matthew Trammell
 - b) Kyle Bauman
- D. Councilmember Overdier
- E. Councilmember Marler
- F. Councilmember Destin
- G. Councilmember Morgan
- H. Mayor Gary Jarvis
- I. Land Use Attorney
- J. City Attorney

8. PUBLIC COMMENTS

ADJOURNMENT

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

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

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

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

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

Personas con discapacidades que necesitan asistencia o personas que necesiten ayuda con un idioma para participar en las reuniones de la ciudad, deberán notificar la oficina de la Secretaria Municipal al (850) 837-4242 antes de la reunión. Discapacidad auditiva: TTY: 711 (Solicitar Espanol CA). La ayuda tambien está disponible por Recursos Humanos, Coordinador del Título VI, al (850) 837-4242.

Note: Persons who wish to provide public comments on agenda items are requested to fill out a blue speaker card and submit it to the City Clerk at the start of the meeting.

Persons who wish to provide public comments on any other matters not on the agenda are requested to fill out a yellow speaker card and submit it to the City Clerk at the start of the meeting.

All regularly scheduled city council meetings will be streamed live via the city's YouTube channel, www.youtube.com/CityofDestin. Past council meetings can also be viewed here.

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

**MINUTES
REGULAR MEETING
DESTIN CITY COUNCIL
JULY 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 Rodney Braden	Councilmember Skip Overdier (Virtual)
Councilmember Cyron Marler	Councilmember Steven Menchel (Virtual)
Councilmember Prebble Ramswell	Councilmember Chatham Morgan (Virtual)

Destin City Staff

City Manager Lance Johnson	City Clerk Rey Bailey
Deputy City Manager Webb Warren	Finance Director Krystal Strickland
Code Compliance Manager Joey Forgione	Parks/Recreation Director Lisa Firth
Public Services Director Michael Burgess	Library Director Wen Livingston
Deputy Public Services Director John Hart	IT Technician James Lauria
City Land Use Attorney Kimberly Kopp	City Attorney Kyle Bauman

CALL TO ORDER, INVOCATION AND PLEDGE OF ALLEGIANCE

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

AGENDA APPROVAL

Councilmember Destin requested that section 3 of the agenda be placed ahead of section 2.

Motion by Councilmember Destin, seconded by Councilmember Ramswell, 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 June 15, 2020 Regular City Council Meeting

Councilmember Braden moved for approval of the minutes of June 15, 2020 Regular City Council Meeting; seconded by Councilmember Marler. Motion passed 7-0 (Council members Morgan, Destin, Marler, Overdier, Menchel, Ramswell and Braden voted “yes”).

B. Approval of minutes of April 6, 2020 Regular City Council Meeting

Motion by Councilmember Marler, seconded by Councilmember Destin, to approve minutes of April 6, 2020 Regular City Council Meeting passed 7-0 (Council members Morgan, Destin, Marler, Overdier, Menchel, Ramswell and Braden voted “yes”).

Following this item, Council moved ahead to section 3 of the agenda.

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

Ms. Marcie Bell, a Destin resident, reported a water runoff across Calhoun Avenue from Clement Taylor Park that is covered in brush and needs to be cleaned out. She also stated that Memorial Day was much busier than July 4th, based on her observation this past weekend. She also reported having a car stuck in the emergency lane on the beach at Destin Pointe; adding it would have been quite problematic had there been an emergency vehicle needed to get through the lane.

Also, according to Ms. Bell, there were 17 people that checked in to a two-bedroom unit across from her home this past weekend. They included 7 adults, 9 elementary age children and one infant child. She contacted the out of town property owner who made a call to her short-term rental management company who did not return her call until 13 hours later. She added this is truly a short-term rental management problem.

3. PROCLAMATIONS / RECOGNITIONS / SPECIAL PRESENTATIONS / ANNOUNCEMENTS

A. Proclamation Parks and Recreation Month

The Mayor read the proclamation designating the Month of July 2020 as *Parks and Recreation Month*; and then presented the proclamation to the members of the Parks and Recreation Committee and Parks and Recreation Director Lisa Firth.

B. Okaloosa County Emergency Management COVID-19 Update – Patrick Maddox

Mr. Patrick Maddox, Director of Public Safety for Okaloosa County, provided the following COVID-19 updates:

<u>Testing Results</u>	<u>Okaloosa</u>	<u>Florida</u>
➤ Total Tested	16,158	2,235,937
➤ Total Positive	917 (+11)	206,447 (+6,336)
➤ Total Negative	15,226	2,027,493
➤ Positivity Rate	5.7% (-0.1%)	9.2% (+0.1%)
➤ Weekly Positivity Rate	6.9% (-1.3%)	14.67% (+0.20%)
➤ Median Age	39	39
➤ LTC Cases	47	6,814

➤ Total Deaths	8 (+0)	3,880 (+48)
<u>Okaloosa Hospital Status</u>	<u>Hospital Beds</u>	<u>ICU</u>
➤ Capacity	451	54
➤ Beds in Use	345	49
➤ COVID Patients	9	13
➤ Open Beds	106	5
➤ Surge Beds	75/133	75/133
➤ COVID Ventilators in Use	0	1

Councilmember Destin inquired about open testing sites within Okaloosa County.

Mr. Maddox stated they advertised testing sites about one or two weeks in advance. They will have one beginning Tuesday, July 7th, from 4:30 to 7:30 p.m. at Northwest Florida State College in Niceville. There will be another one on Thursday, July 9th, beginning at 10:30 a.m., at Northwest Florida State College at Fort Walton Beach. He continued there are also other resources on the County's website that shows all testing areas in the region, from Pensacola to DeFuniak Springs, with schedules and phone numbers.

Councilmember Menchel asked whether hospitals are able to conduct testing if they get an admission.

Mr. Maddox stated that hospitals will conduct testing on individuals that are symptomatic.

Councilmember Ramswell asked how long it normally takes for the test result to come back.

Mr. Maddox replied that each one is a little different; however, improved testing has increased the turnaround time; adding it takes about 5 to 7 days, but longer in some cases.

Councilmember Morgan stated it is hard for organizations or businesses to make an informed decision with such a long turnaround time for test results in most cases. He asked if the County is doing anything to address that issue and try to obtain faster results.

Mr. Maddox noted that the County has no control over the turnaround time for test results. It is the responsibility of the lab that processes it since the different tests are assigned a lab. There had been an increased in testing – about 6,000 tests two months ago to about 16,000 tests now just in Okaloosa County alone; and that there are 67 counties in Florida.

Following this section, Council returned to section 2 of the agenda to hear public comments.

4. CITY MANAGER REPORTS

A. Fire Safety Equipment, authorization for the City Manager to execute a contract

Councilmember Overdier moved to authorize the City Manager to terminate the Miscellaneous Fire Safety Equipment contract with Advanced Protective Technologies and execute the contract for Miscellaneous Fire Safety Equipment with B&C Fire Safety, Inc., and issue a Notice to Proceed. Councilmember Marler provided a second to motion, which passes 7-0 (Council members Morgan, Destin, Marler, Overdier, Menchel, Ramswell and Braden voted “yes”).

B. Security and Fire Alarm Monitoring, authorization for the City Manager to execute a contract

Motion by Councilmember Marler, seconded by Councilmember Menchel, to authorize the City Manager to terminate the Miscellaneous Security and Fire Alarm Monitoring contract with Advanced Protective Technologies and execute the contract for Miscellaneous Security and Fire Alarm Monitoring with B&C Fire Safety, Inc., and issue a Notice to Proceed passed 7-0 (Council members Morgan, Destin, Marler, Overdier, Menchel, Ramswell and Braden voted “yes”).

C. Follow-up to the Norriego Point Embayments workshop

The City Manager noted that Norriego Point embayments were discussed at a Council workshop on June 29, 2020. Staff is requesting Council’s direction on bringing back a related resolution for consideration at a future Council meeting.

Councilmember Overdier moved to direct the City’s attorneys to draft a resolution allowing for recreational watercraft in the northern most embayment closest to the tip of Norriego Point and present it for consideration at the next City Council meeting. Councilmember Destin provided a second to the motion.

Councilmember Ramswell reiterated her opposition to opening any of the embayments to any motorized watercraft, citing some concerns over public safety as well as maintenance and structural integrity concerns.

Councilmember Braden suggests restricting the embayment to non-motorized vessels only.

Councilmember Destin noted this level of detail was not discussed with FDEP, and so he is not sure if they would be amenable to that level of conditional restriction. He suggests asking for FDEP’s approval before moving forward with the resolution.

Councilmember Braden offered a substitute motion to direct staff to contact FDEP to determine if they are amenable to allowing only non-motorized vessels in the northern most embayment closest to the tip of Norriego Point; seconded by Councilmember Marler.

Councilmember Ramswell disagrees with asking FDEP’s permission in this case when the City is responsible for the maintenance and management of Norriego Point; adding that decisions should belong to the City. She also stated that allowing non-motorized watercraft there

would put them right in the middle of harm's way as they would have to cross a busy channel with all the motorized vessels.

Councilmember Destin explained that the City's authority over Norriego Point is not absolute as FDEP is paying for all the improvements. When FDEP finally executes the title commitment, the management contract that would give the City the authority over that area long term is not exclusive, and with some residual conditions attached.

Councilmember Menchel stated that FDEP needs to be reminded that there are 600 feet of land on the harbor side of Norriego Point for boat parking.

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

D. Announcements

The City Manager made the following announcements:

- 1) OBCC scheduled to consider funding for beach acquisitions in Destin during their July 7th meeting.
- 2) We are tentatively scheduled to complete the closing process for Captain Leonard Destin Park on July 20th

5. PUBLIC HEARINGS

- A. Second reading of Ordinance 20-19-CC – Amends Article II (Noise) of Chapter 14, Offenses and Miscellaneous Provisions of the Code of Ordinances

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

AN ORDINANCE OF THE CITY OF DESTIN, FLORIDA RELATING TO CONSTRUCTION NOISE; PROVIDING FOR AUTHORITY; PROVIDING FOR FINDINGS OF FACT; PROVIDING FOR THE AMENDMENT TO ARTICLE II (NOISE) OF CHAPTER 14, OFFENSES AND MISCELLANEOUS PROVISIONS OF THE CODE OF ORDINANCES, PROVIDING FOR INCORPORATION INTO THE CODE OF ORDINANCES; PROVIDING FOR CONFLICTING PROVISIONS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

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

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

- B. Second 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)

The City Attorney read proposed Ordinance 20-09-PC by title, and then presented it to the City Council on second reading.

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.

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

Motion by Councilmember Overdier to adopt proposed Ordinance 20-09-PC: Mattie Kelly Arts Foundation, and direct staff to send it to the Florida Department of Economic Opportunity for adoption of the Future Land Use Amendment was seconded by Councilmember Marler and passed 7-0 (Council members Morgan, Destin, Marler, Overdier, Menchel, Ramswell and Braden voted “yes”).

- C. Second 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).

The City Attorney read proposed Ordinance 20-10-PC by title, and then presented it to the City Council on second reading.

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.

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

Councilmember Overdier moved to adopt proposed Ordinance 20-10-PC: City Parking Lots, and direct staff to send it to the Florida Department of Economic Opportunity for adoption of the Future Land Use Amendment; seconded by Councilmember Destin. Motion passed 7-0 (Council members Morgan, Destin, Marler, Overdier, Menchel, Ramswell and Braden voted “yes”).

- D. Second 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).

The City Attorney read proposed Ordinance 20-11-PC by title, and then presented it to the City Council on second reading.

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.

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

Councilmember Ramswell moved to adopt proposed Ordinance 20-11-PC: Sugarloaf Apartments, and direct staff to send it to the Florida Department of Economic Opportunity for adoption of the Future Land Use Amendment. Councilmember Marler provided a second to the motion. Motion passed 7-0 (Council members Morgan, Destin, Marler, Overdier, Menchel, Ramswell and Braden voted “yes”).

- E. Second 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)

The City Attorney read proposed Ordinance 20-12-PC by title, and then presented it to the City Council on second reading.

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.

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

Ms. Sandy Trammell, a Destin resident, asked if they are making the change to make this area a parking lot for boat trailers.

According to the Land Use Attorney, from the legal perspective under this rezoning, any recreational use that is allowed in the recreational zoning and future land use categories would be allowed.

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

Motion by Councilmember Ramswell, seconded by Councilmember Marler, to adopt proposed Ordinance 20-12-PC: Cemex Plant, and direct staff to send it to the Florida Department of Economic Opportunity for adoption of the Future Land Use Amendment passed 7-0 (Council members Morgan, Destin, Marler, Overdier, Menchel, Ramswell and Braden voted “yes”).

- F. Second 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).

The City Attorney read proposed Ordinance 20-13-PC by title, and then presented it to the City Council on second reading.

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.

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

Councilmember Ramswell moved for the adoption of proposed Ordinance 20-13-PC: DUMC, and direct staff to send it to the Florida Department of Economic Opportunity for adoption of the Future Land Use Amendment passed. Councilmember Marler provided a second to the motion, which passes 7-0 (Council members Morgan, Destin, Marler, Overdier, Menchel, Ramswell and Braden voted “yes”).

G. First reading of Ordinance 20-21-CN – Amending Article VII "General Provisions" of the City Charter to create a new section prohibiting the vacation of waterfront rights-of-way. Providing for a referendum on the charter amendment; providing for a ballot question; providing for a vote at the November 3, 2020 General Election on whether to prohibit the vacation of waterfront rights-of-way in the City of Destin

The City Attorney read proposed Ordinance 20-21-CN by title, and then presented it to the City Council on first reading.

AN ORDINANCE OF THE CITY OF DESTIN, FLORIDA AMENDING ARTICLE VII “GENERAL PROVISIONS” OF THE CITY CHARTER TO CREATE A NEW SECTION PROHIBITING THE VACATION OF WATERFRONT RIGHT-OF-WAY; PROVIDING FOR A REFERENDUM ON THE CHARTER AMENDMENT; PROVIDING FOR A BALLOT QUESTION; PROVIDING FOR A VOTE AT THE NOVEMBER 3, 2020 GENERAL ELECTION ON WHETHER TO PROHIBIT THE VACATION OF WATERFRONT RIGHT-OF-WAY IN THE CITY OF DESTIN; PROVIDING FOR COORDINATION WITH THE SUPERVISOR OF ELECTIONS; PROVIDING FOR CONFLICTS; SERVERABILITY; AND AN EFFECTIVE DATE.

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

Several members of the public came forward and expressed their support of the proposed ordinance.

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

Councilmember Menchel moved to approve proposed Ordinance 20-21-CN on first reading; seconded by Councilmember Marler.

Councilmember Braden noted that the ballot language seemed to contain some loophole since the Harbor Lane right-of-way they just partially vacated was not actually a waterfront right-of-way, but which lead to a waterfront right-of-way. He added that the current language

would not be able to avoid the issue they just had with partial vacation of the Harbor Lane right-of-way.

According to the Land Use Attorney, the specific language in the ordinance deals with a right-of-way that shares any boundary with a water body; and so, if the right-of-way to be vacated does not share a boundary, it could still be vacated. She continued it is at Council's discretion to amend that language prior to the second reading of this ordinance.

After a brief discussion, the Council agreed to change the ballot language to read, *"SHALL THE CITY OF DESTIN'S CHARTER BE AMENDED TO PROHIBIT THE CITY FROM ABANDONING, GIVING UP, OR VACATING, ANY PORTION OF A RIGHT-OF-WAY THAT SHARES ANY BOUNDARY WITH A WATER BODY?"*

Councilmember Menchel offered an amended motion to approve proposed Ordinance 20-21-CN, as amended, on first reading; seconded by Councilmember Marler. Motion passed 7-0 (Council members Morgan, Destin, Marler, Overdier, Menchel, Ramswell and Braden voted "yes").

- H. First reading of Ordinance 20-22-CN – Amending Article VII "General Provisions" of the City Charter to create a new section entitled "Building Height Limit"; providing for a referendum on the charter amendment, providing for a ballot question, providing for a vote at the November 3, 2020 General Election on whether to include in the City Charter the City's maximum building height limit of six stories and require any application seeking to exceed that limit to obtain approval at a referendum election of at least sixty percent of the voters

The City Attorney read proposed Ordinance 20-22-CN by title, and then presented it to the City Council on first reading.

AN ORDINANCE OF THE CITY OF DESTIN, FLORIDA AMENDING ARTICLE VII "GENERAL PROVISIONS" OF THE CITY CHARTER TO CREATE A NEW SECTION ENTITLED "BUILDING HEIGHT LIMIT"; PROVIDING FOR A REFERENDUM ON THE CHARTER AMENDMENT; PROVIDING FOR A BALLOT QUESTION; PROVIDING FOR A VOTE AT THE NOVEMBER 3, 2020 GENERAL ELECTION ON WHETHER TO INCLUDE IN THE CITY CHARTER THE CITY'S MAXIMUM BUILDING HEIGHT LIMIT OF SIX STORIES AND REQUIRE ANY APPLICATION SEEKING TO EXCEED THAT LIMIT TO OBTAIN APPROVAL AT A REFERENDUM ELECTION OF AT LEAST SIXTY PERCENT OF THE VOTERS; PROVIDING FOR COORDINATION WITH THE SUPERVISOR OF ELECTIONS; PROVIDING FOR CONFLICTS; SERVERABILITY; AND AN EFFECTIVE DATE.

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

Several members of the public came forward and expressed their support of the ordinance.

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

The Land Use Attorney read the proposed ballot language as follows:

“AMENDING THE CHARTER TO PROVIDE MAXIMUM BUILDING HEIGHTS”

SHALL THE CITY OF DESTIN’S CHARTER BE AMENDED TO PROVIDE THAT NO BUILDING HEIGHT IN THE CITY SHALL EXCEED SIX STORIES (75 FEET) UNLESS APPROVED BY AT LEAST SIXTY PERCENT OF THE CITY VOTERS AT A GENERAL ELECTION?”

Councilmember Ramswell asked how they would respond to a question as from where the building height is specifically measured.

The Land Use Attorney explained that the specific language is already in the comprehensive plan. The state statute requires they write the ballot question very clearly and that it summarizes the language that would go into the charter in 75 words or less. The actual language that goes into the charter that the ballot language is summarizing reads,

“Six Story (75’) Building height Limit. No structure, no part of any structure, and no attachment to any structure shall be erected to a height greater than six stories (75 feet) above the crown of the abutting road. Structures, if demolished, shall be replaced only by structures which conform to the height limits of this section. No owners of structures destroyed or substantially damaged by explosion, fire, flood, wind, erosion, or other disaster shall be denied the right either to rebuild or to demolish and rebuild to the same height as the building that was destroyed or substantially damaged in the same location. For purposes of this section, “structure” does not include water towers, flagpoles, air traffic control towers, and radio and other communication towers.”

Councilmember Marler moved for approval of proposed Ordinance 20-22-CN on first reading; seconded by Councilmember Ramswell.

Councilmember Menchel wants to make sure that if this ordinance is adopted that they fully advertise this information, to include the social media, to educate the public and encourage them to go out and vote.

Councilmember Destin noted that under Florida Statute, if this ballot language is adopted, they would be within their rights as a legislative body to spend money to promote its passage.

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”).

- I. First reading of Ordinance 20-23-LC – Amending Article 8 of the Land Development Code; prohibiting the vacation of waterfront rights-of-way.

The City Attorney read proposed Ordinance 20-23-LC by title, and then presented it to the City Council on first reading.

AN ORDINANCE OF THE CITY OF DESTIN, FLORIDA AMENDING ARTICLE 8 OF THE LAND DEVELOPMENT CODE; PROHIBITING THE VACATION OF WATERFRONT RIGHTS-OF-WAY; PROVIDING FOR FINDINGS OF FACT; PROVIDING FOR INCORPORATION INTO THE LAND DEVELOPMENT CODE; PROVIDING FOR CONFLICTING PROVISIONS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

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

Several members of the public came forward and expressed their support of the ordinance.

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

Motion by Councilmember Marler, seconded by Councilmember Ramswell, to approve proposed Ordinance 20-23-LC on first reading and direct staff to advertise it for second reading passed 7-0 (Council members Morgan, Destin, Marler, Overdier, Menchel, Ramswell and Braden voted “yes”).

6. CONSENT AGENDA

- A. Draft minutes of board/committee meetings
- B. Position Reclassification for FY20
- C. Proposed Bert Harris Settlement Agreement for 3461 Scenic Highway 98.
- D. Proposed Bert Harris Settlement Agreement for 3890 Sandprint Drive.
- E. Proposed Bert Harris Settlement Agreement for 82 Hutchinson St.
- F. Request approval for a new single-family marine construction project at 4156 Belcourt Drive
- G. Request approval for the modification of two docks located at 510 Calhoun Avenue
- H. Extensions 11 and 12 to the Amended COVID-19 Declaration of State of Emergency

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

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

- A. Councilmember Braden

- 1) Discussion of Bid Evaluation process

The City Manager briefly described the City’s bid process, as follows:

- Staff would determine the scoring system applicable to the bid
 - Send the project/service out to bid

- Bid proposals opened publicly by the Clerk's Office personnel
- Bid proposals are presented to the City's Bid Committee
- The Bid Committee evaluates the bid proposals and develop a recommendation to the City Council based on the criteria within the purchasing manual and the bid document
- Recommendation is brought forward to Council for a final decision

Councilmember Braden noted that for the Capt. Royal Melvin Heritage Park bid, it seemed the Council did not have any choice but to pick the firm that received the highest score.

Councilmember Braden inquired as to the qualification of any of the member of the bid committee, such as Parks and Recreation Director Lisa Firth, to recommend a contractor to build a multi-million-dollar project.

The City Manager stated that in this particular case, Ms. Firth would be the representative in the bid committee that would bring the perspective of someone who manages both parks and recreational programs that may take place in that facility. He also stated since they are such a small organization, they do not have the luxury of having a bid committee comprised of engineer type individuals. They expect the current members to take some time and do their best in reviewing and rating the proposals and conducting proper due diligence.

Councilmember Braden stated that he conducted his own research and found out the contractor they selected to do a multi-million dollar project for the City of Destin is operating out of a bread and breakfast building on Okaloosa Sound at Fort Walton Beach. He recommends revamping the system moving forward and allowing at least a member of the Council to provide more input in the selection process.

Councilmember Destin recommends tasking the attorneys to come up with a bid process that is more accountable and transparent. A system that would include an elected official but stay within State statute provision and not trigger any legal consequences or bid protests.

Councilmember Ramswell supports the recommendation, stating they need someone who is an expert in the field to be involved in the bid process; adding that she previously recommended to staff that they get a contractor or someone with contracting experience to be on the bid committee.

Councilmember Menchel stated he had observed early on that the City has a systemic problem and falls short on basic governmental operation that most cities possess, which includes the bid process. Most of these problems stem from previous regime, and not necessarily with the current employees.

Councilmember Braden moved to direct the City's attorneys to conduct some research and bring back recommendations for revamping the City's bid process to Council within 30 days; seconded by Councilmember Menchel.

At this time, the City Clerk read the following email from Ms. Michelle Melancon, a Destin resident, relating to this subject.

“Regarding the current conversation on screening people that submit bids, the City needs a vetting process. There needs to be a person with experience such as an engineer as well as a person with research experience to vet the people that submit bids. Research the person’s criminal background, search civil suits, collect previously owned business names and addresses so research could also be done in other states.”

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”).

2) Discussion of Mayor's authority

Upon request by Councilmember Braden, the City Attorney read the following powers and duties of the mayor as documented in the City of Destin Charter:

“The Mayor shall be recognized as head of city government for all ceremonial purposes, by the Governor for purposes of military law, for service of process, execution of contracts, deeds and other documents and shall perform such other duties and functions as may be designated by the city council. Further, the Mayor shall:

- (a) Attend and preside at all council meetings.*
- (b) Make such reports as the council may require.*
- (c) Present a state of the city message at a public meeting in February of each year.*
- (d) Perform such other duties as are specified in this charter or may be required by the council*
- (e) Have the power to summon the posse to suppress civil disturbances and to keep law and order during times of emergency.*
- (f) Be permitted to participate in debate in council meetings but shall not make or second motions.*
- (g) At all times represent the adopted position of the council.*
- (h) Cast a deciding vote should any issue before the city council end in a tie vote.*

According to Councilmember Braden, there have been some complaints that the Mayor had previously attended meetings of other jurisdictions where he spoke both as a citizen and the Mayor of Destin, and not representing the City as Mayor at all times.

The City Attorney stated it is in the grey area; adding he does believe there is any legal authority that binds the mayor to always speak as a mayor and not as a citizen.

Councilmember Braden moved to direct the City Attorney to look further into State Statutes or obtain any Attorney General’s opinions that would expand a Mayor’s role in the City. Councilmember Ramswell provided a second to the motion.

Councilmember Marler noted that the Mayor’s role was very limited earlier in the City’s incorporation, and he did not even sit in the dais with the rest of the Council members. The Chairman of the Council presided over the meetings. The City charter was then changed by a voter referendum to give the Mayor more power; of utmost importance is to represent the City.

Sometimes, it is very difficult to discern when a Mayor or a Council member is speaking as a citizen or as an elected official representing the City.

Councilmember Destin stated that the charter is clear that the Mayor must represent the Council's adopted position. However, up until they vote, each member of the Council only has their personal opinion on any issue, and that the charter does not restrict their voice. He opined that until the Council adopts a position, the Mayor gets to voice his own opinion as well from a policy standpoint; adding they should all be able to find a common ground for the benefit of the City and its citizens.

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

Councilmember Ramswell commented that there have been some concerns brought to their attention about the Mayor not representing the Council's adopted position.

The Mayor noted one example he could think of took place the day before this Council voted on closing the beaches. He spoke before the County Commission as a private citizen for the people who make their living on charter boats, restaurants, and other service organizations on what closing the beaches would affect these businesses. He continued he has always followed a decision from this Council since he became Mayor.

Councilmember Braden remarked that he brought this subject up due to citizens complaints, and that he believes the Mayor costs the City about \$30,000 in legal fees defending his previous actions.

The Mayor stated that he made a mistake and was in violation of the public records law. However, the lawsuit was way beyond anything he had done at that time.

The City Attorney advises the Council not to discuss this specific lawsuit, and that he would prefer to discuss it individually with the Council.

B. Councilmember Ramswell

1) Art out of utility boxes

Councilmember Ramswell showed some examples of painted/decorated metal boxes. She recommends the City heading the initiative of getting local artists to adopt the different metal boxes around the City and decorating them in a way they see fit and with approval by the owners. She stated it is one way of converting them from being an eyesore to something beautiful that promote arts and the different talents throughout the community. It is also a way to get community involvement and to beautify the community.

It was the consensus of the Council for the City to take on this initiative, headed by the Community Development Director who will coordinate matters with citizens advisory groups such as Mr. Ron Sandstead and the Main Street Betterment Alliance.

2) Submerged Land Lease

- a) Status of application and boundaries
- b) Inclusion of public beach property east of Point Mezzanine along Old Pass Lagoon

Councilmember Ramswell noted she has discussed this issue at the May 4th Council meeting but has not received any updates other than a letter from the Parks and Recreation Director Lisa Firth inquiring about her intent.

Ms. Firth noted that Baskerville-Donovan wants to charge the City approximately \$8,000 to \$10,000 to perform a survey of the area that would satisfy the application for a submerged land lease.

Councilmember Ramswell wants to know why the Land Use Attorney is not taking the lead in handing this application.

The Land Use Attorney explained she got involved on this issue about a week ago. She has received a copy of the draft application to review. They are waiting on the completion of the survey of the property before finalizing the application, and that they hope to be able to bring the survey and application to the Council at their next regular meeting for approval before sending the application to FDEP. She also explained they are trying to go about 30 to 50 feet out from the most seaward edge of the embayment to try to create a buffer for the safety of swimmers and boaters in that area.

The City Manager noted this is not a budgeted project and would like to get Council's permission to spend the money for the survey.

Finance Director Krystal Strickland stated she may be able to do an internal transfer of funds if approved by the Council.

Councilmember Menchel moved to approve spending between \$8,000 to \$10,000 to perform a survey of the area that would satisfy the application for a submerged land lease; seconded by Councilmember Ramswell. Motion passed 7-0 (Council members Morgan, Destin, Marler, Overdier, Menchel, Ramswell and Braden voted "yes").

3) 2.88 Acre Parcel for sale at 796 Harbor Blvd/Parcel ID 002S22070200000070

Councilmember Ramswell stated this parcel is worth considering since one of their primary goals is to obtain more waterfront properties. It is the original location of the lighthouse for the City. The property is for sale and that the realtor for this property is Mr. Stephen Tatum.

The Deputy City Manager added that the asking price for this property is \$2.5 million to \$3 million. There are some existing docks. It is a beautiful parcel located near Main Street and Beach Drive.

Councilmember Braden suggests removing the dock in front of the property if they decide to purchase this property and possibly building their own dock.

Councilmember Destin noted there is an issue with the dock. A previous owner signed some agreements for riparian rights, in the same manner the Destin Fishing Fleet did with the previous owner of the Capt. Royal Melvin Heritage Park, for permission to build the dock out in front of their property. Purchasing the property does not mean the City can just get rid of the dock. He suggests researching this issue before they decide to purchase the property.

The Land Use Attorney pointed out there is a master development plan in the development order that includes a marina, and which is a permanent part of the master development plan.

It was the consensus of the Council to direct staff to pursue this piece of property and contact Mr. Stephen Tatum to discuss pricing.

C. Councilmember Menchel

1) Norriego Point Submerged Land Lease Application

According to Councilmember Menchel, Ms. Firth mentioned in one of her email to him that she is waiting for FDEP to tell her what survey is required for the submerged land lease application. He asked why they should wait until they get a definitive answer from FDEP before they get the survey.

Ms. Firth explained they have gone out for a bid to get a quote for the survey. They have reached out to FDEP after the fact asking what they need on the survey so they would know where to spend the \$8,000 to \$10,000 if approved by the Council. The Land Use Attorney then recommends going out about 30-50 feet from the most seaward edge of the embayment.

The Land Use Attorney clarified that staff is not waiting for FDEP to tell them what they want in the survey. They will go about 30-50 feet out from the most seaward edge of the embayment, which is what is going to be in the survey. She continued that in FDEP's application, there are several details that need to be included in the survey to meet the requirements. The surveyor will work with FDEP to ensure their requirements are met.

Mr. Burgess noted that the master surveyor from Baskerville-Donovan has done many submerged land lease for FDEP.

Councilmember Ramswell stated she was the one that brought this issue forward, but she has not received any of this information currently being discussed.

Councilmember Menchel noted that he received an email from staff asking him about intent and square footage, and that he merely responded to that email.

Councilmember Ramswell asked why the Land Use Attorney has not been spearheading this effort.

According to the Land Use Attorney, this task was not directed to her by anyone from the Council; and that the City Manager directed the Parks and Recreation Director to handle it. She became involved when Ms. Firth started asking Council questions about intent and square footage.

Councilmember Ramswell asked staff to update the Council's tracking sheet incorporating all the detailed information given tonight about this subject.

2) Agendas and Notification to Public

Councilmember Menchel noted that the deadline established to publish the Council meeting agenda is noon on a Thursday prior to a scheduled Council meeting. However, staff has not been meeting this deadline. He asked staff to make sure this deadline is met going forward; adding that any items not ready to be published by the deadline date should be placed on the next agenda

3) Live broadcasts of any and all meetings that the City Council takes part in

Councilmember Menchel inquired as to the feasibility of live streaming all meetings involving the City Council.

The Deputy City Manager noted that staff has already made arrangements with the videographer that provides the service for the City.

Councilmember Menchel moved to have all meetings involving the City Council be broadcast live on YouTube; seconded by Councilmember Ramswell. Motion passed 7-0 (Council members Morgan, Destin, Marler, Overdier, Menchel, Ramswell and Braden voted "yes").

4) James Lee Park

Councilmember Menchel announced James Lee Park continues to have parking issues and continues to be in deplorable situation despite the City's efforts to obtain assistance from the County.

5) Update on towing contract

Councilmember Menchel inquired on the status of the towing contract for the City.

According to the Code Compliance Manager Joey Forgione, he has provided the necessary documents to the Land Use Attorney. They intend to bring the agreement forward for Council's review and approval by the first meeting in August.

6) Airport Road update

Councilmember Menchel noted that according to the tracking sheet as of April 8, 2020, finalized plan for the curb improvement on Airport Road is scheduled for May, with construction slated for this summer. However, on July 2nd, they received an email from FDOT stating that the

60% plan was complete and that they were requesting comments on that plan by July 23rd. He stated that he contacted the program manager at FDOT who informed him that the final plan is due February or March 2021 with construction slated to begin July or August 2021. He stated he is not blaming City staff for the incorrect information because they are merely relaying information given to them; but it is incredibly disappointing that FDOT keeps providing staff bad information.

Mr. Burgess noted he contacted an FDOT safety engineer prior to this meeting and requested a reasonable time frame for this project moving forward. The response he received was they were premature in discussing schedule back in January 2020. They did not consider starting their design from square one. Also, various delays including the pandemic occurred. Their current schedule is for the plans to be completed in November 2020. They will then begin the arrangement to construct using one of their safety push button contracts. Their construction office will provide them the completion date when they get to the construction phase.

D. Councilmember Overdier

Councilmember Overdier requested an update on the Coleman Lake Outfall project.

The City Manager stated that he and Mr. Mike Buckingham of Underground, Inc. has discussed this issue earlier today, and that they are trying to workout the final details on moving the project forward.

E. Councilmember Marler

Councilmember Marler requests they move the boat parking restriction further east on the harbor side of Norriego Point to cut down on traffic congestions at the entrance to the harbor.

F. Councilmember Destin

G. Councilmember Morgan

H. Mayor Gary Jarvis

1) Census

The Mayor encourages everyone to fill out their 2020 Census form immediately.

2) Strategic Plan

The Mayor suggests they all take a step back and look at where they need to go to move some of the main issues forward. He would like everyone to focus on their vision statement and move in that direction as they enter the fall season.

I. Land Use Attorney

J. City Attorney

8. PUBLIC COMMENTS

ADJOURNMENT:

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

Gary Jarvis, Mayor

ATTEST:

Rey Bailey, City Clerk

**MINUTES
BUDGET WORKSHOP
DESTIN CITY COUNCIL
JUNE 29, 2020
ANNEX COUNCIL CHAMBERS
5:30 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 Chatham Morgan

Councilmember Cyron Marler

Councilmember Parker Destin

Councilmember Steven Menchel

Councilmember Skip Overdier

Councilmember Prebble Ramswell

Destin City Staff

City Manager Lance Johnson

Public Information Manager Catherine Card

Grants/Project Manager Jeffery Cozzard

Code Compliance Manager Joey Forgione

Parks & Recreation Director Lisa Firth

Public Services Director Michael Burgess

Land Use Attorney Kimberly Kopp

City Clerk Rey Bailey

Deputy City Manager Webb Warren

IT Manager Matthew Pace

Finance Director Krystal Strickland

HR Manager Karen Jankowski

Library Director Wen Livingston

City Attorney Kyle Bauman

CALL TO ORDER

Mayor Gary Jarvis called the meeting to order at 5:30 PM, which was then followed by the recitation of the Pledge of Allegiance.

WORKSHOP

A. City of Destin Fiscal Year 2021 Budget

Finance Director Krystal Strickland presented the following information:

2021 Budget Process

- Capital Budget Workshop – June 29, 2020
- Operational Budget Workshop – July 13, 2020
- Individual Session with Council for Capital and Operational Budget – July 29-31, 2020
- Optional Budget Workshop – August 10, 2020
- Adoption of a Balanced Budget – September 2020

Operational Budget Highlights

- GF Revenue: Property values increased by 5.44% - from \$5,390,784,913 to \$5,684,250,956
- GF Expenditure: Operations budget estimated to increase 2.8%

Capital Improvement Programming

- Renewal and Replacement Fund (R&R)
 - ❖ Facilities Renewal and Replacement
 - ❖ Infrastructure Renewal and Replacement
- Capital Improvement Program (CIP)
 - ❖ Comprehensive Plan Infrastructure
 - ❖ Growth Necessitated (Impact Fees)
 - ❖ Citizen/Council Directed Projects

Facilities Renewal and Replacement

- Needs to be established
 - ❖ Initial allocation to catch up on deferred maintenance
 - ❖ National average for commercial building replacement value is \$50 per square foot
 - ❖ Investing 5% per year of national replacement value
 - \$245,000/yr = 35 of annual ad valorem
 - ❖ Not to be confused with operating repairs and maintenance R&R is to renew/replace major building components (roof, HVAC, exterior paint, flooring)

Infrastructure Renewal and Replacement

- Local Option Gas Tax #1 (\$500K/yr)
 - ❖ Establishing, operating and maintaining transportation system and related equipment and facilities
 - Cost of acquisition, construction, reconstruction and maintenance of roads, streets, Rows, sidewalks, signage, pavement markings, and street lighting, equipment and storage facilities for transportation equipment
 - Future years may be impacted by COVID travel restrictions
 - City is using for Transportation and Pedestrian Facilities, primary resurfacing

CIP Restricted Funding Sources

- Local Option Gas Tax #2 (\$200k/year)
 - ❖ Not for routine maintenance

- ❖ To meet requirements of capital improvement elements of an adopted comprehensive plan to meet immediate local transportation problems and for critical roadway networks

➤ Impact Fees

- ❖ Collected from developers for “Growth Necessitated Improvements”

	Projected FY 2021 Beginning Fund Balance	Projected FY 2021 Additions	Available to Budget FY 2021
Police Protection Impact Fees	4,300	500	4,800
Traffic Impact Fees	1,030,000	300,700	1,330,700
Public Library Impact Fees	116,700	32,000	148,700
Park Impact Fees	142,200	97,300	239,500
NPEB	85,000	600	85,600
Mitigation Fee Multi- Modal	99,000	-	99,000
TOTAL: Impact Fees	1,477,200	431,100	1,908,300

- Half-Cent Sales Tax (1.3m/yr)
 - ❖ \$300k/year pledged for debt service
 - ❖ For infrastructure: to reduce traffic congestion, roadway construction, flood control, water quality, public facility improvements, debt service
- Okaloosa ½ Penny Surtax (\$1.2m/yr – 2019-2028)
 - ❖ At the February 18, 2020 meeting, a motion was made by Council to allocate the funds as follows:
 - 75% Beach Acquisitions
 - 10% Undergrounding
 - 10% Public Works/Public Safety Committee Initiatives
 - 5% Other Council Directed Projects

Grant Funding Sources

- Cost Reimbursement
- Current major grantors:
 - ❖ FDEP
 - ❖ FDOT
 - ❖ RESTORE (Deep Horizon)
 - ❖ NFWF
 - ❖ TDC
 - ❖ FEMA
 - ❖ CARE

5-year Capital Budget Summary

-

➤ Budget Requests

	FY 2021	FY 2022	FY 2023	FY 2024	FY 2025	TOTAL
Facilities R&R Subtotal	\$1,556,000	242,078	242,078	242,078	242,078	2,524,310
Infrastructure R&R Subtotal	1,318,589	570,000	516,800	450,000	450,000	450,000
Comp Plan Infrastructure Subtotal	200,000	200,000	200,000	200,000	200,000	1,000,000
Growth Necessitated Subtotal	352,000	750,000	-	-	-	1,102,000
Citizen/Council Directed Subtotal	30,315,000	-	-	-	48,000,000	78,315,000
Others Subtotal	330	729,000	-	-	-	1,059,000
Grand Total Budget Requests	34,071,589	2,491,078	958,878	892,078	48,892,078	84,450,310

➤ Available Funding

	FY 2021	FY 2022	FY 2023	FY 2024	FY 2025	TOTAL
Gas Tax #1	500,000	500,000	500,000	500,000	500,000	2,500,000
Gas Tax #2	200,000	200,000	200,000	200,000	200,000	1,000,000
Police Protection Impact Fees	4,800	400	400	400	400	6,400
Traffic Impact Fees	1,330,700	20,000	20,000	20,000	20,000	1,410,700
Public Library Impact Fees	148,700	2,000	2,000	2,000	2,000	156,700
Park Impact Fees	239,500	4,000	4,000	4,000	4,000	255,500
NPEB	85,600	-	-	-	-	85,600
Mitigation Fee Multi-Modal	99,000	-	-	-	-	99,000
Half-Cent Sales Tax	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	5,000,000
Half Penny Local Discretionary	3,200,000	1,200,000	1,200,000	1,200,000	1,200,000	8,000,000
Grant Total Available Funds	6,808,300	2,926,400	2,926,400	2,926,400	2,926,400	18,513,900

5-year Capital Budget Details

➤ Budget Requests – Citizen/Council Directed Projects

		FY 2021	FY 2022	FY 2023	FY 2024	FY 2025	TOTAL
Beach Acquisition	GF	2,000,000	-	-	-	-	2,000,000
Beach Acquisition	Grants	13,000,000	-	-	-	-	13,000,000
Beach Acquisition	Bonded D	7,000,000	-	-	-	-	7,000,000
Crosstown Connector	Grant	2,700,000	-	-	-	-	2,700,000
Crosstown Connector	GF	4,865,000	-	-	-	-	4,865,000
Undergrounding Engineering/ Design	GF	-	-	-	-	-	-
Undergrounding Construction	GF	-	-	-	-	48,000,000	48,000,000
Clement Taylor Prk Restoration	Grants	750,000	-	-	-	-	750,000
SUBTOTAL		\$30,315,000	-	-	-	48,000,000	78,315,000

❖ Funding options in process: TDC, Triumph, TRIP TPO (FDOT), RESTOR, Electric Franchise

➤ Infrastructure/Transportation Renewal and Replacement

		FY 2021	FY 2022	FY 2023	FY 2024	FY 2025	TOTAL
Roadway resurfacing and reconstruction	Gas #1	450,000	350,000	350,000	350,000	350,000	350,000
Road Maintenance Equipment	Gas #1	-	100,000	100,000	100,000	100,000	100,000
Stormwater Improvements	Mixed	768,589	120,000	66,800			
Harbor Pump Replacement	GF	100,000					
Subtotal		1,318,589	570,000	516,000	450,000	450,000	450,000

➤ Facilities Renewal and Replacement

		FY 2021	FY 2022	FY 2023	FY 2024	FY 2025	TOTAL
Airport Road Property	R&R	-	6,090	6,090	6,090	6,090	24,360
Buck Destin Park	R&R	-	5,118	5,118	5,118	5,118	20,470
City Hall	R&R	59,000	35,038	35,038	35,038	35,038	199,150
City Hall Annex	R&R	165,500	26,313	26,313	26,313	26,313	270,750
Community Center	R&R	540,000	47,708	47,708	47,708	47,708	730,830
Dalton Theadgill Park Building	R&R	-	2,000	2,000	2,000	2,000	8,000
Destin Elementary Sports Field	R&R	-	2,625	2,625	2,625	2,625	10,500
EOC	R&R	18,000	4,000	4,000	4,000	4,000	34,000
Fleet	R&R						
Harbor Pump Facility	R&R	300,000	950	950	950	950	303,800
Joe's Bayou Boat Launch	R&R	75,000	770	770	770	770	78,080
June White Decker Park	R&R	-	1,955	1,955	1,955	1,955	7,820
Library	R&R	98,500	33,140	33,140	33,140	33,140	231,060
Maintenance Facility	R&R	73,200	29,715	29,715	29,715	29,715	192,060
Morgan's Sports Center	R&R	43,000	16,575	16,575	16,575	16,575	109,300
Museum	R&R	21,800	13,830	13,830	13,830	13,830	77,120
Rodeo Building	R&R	-	1,800	1,800	1,800	1,800	7,200
Sheriff's Substation	R&R	162,000	14,453	14,453	14,453	14,453	7,200
Subtotal		1,556,000	242,078	242,078	242,078	242,078	2,524,310

➤ Comprehensive Plan Infrastructure Capital Improvements

		FY 2021	FY 2022	FY 2023	FY 2024	FY 2025	TOTAL
Comp Plan Transportation	Gas #2	200,000	200,000	200,000	200,000	200,000	1,000,000
Subtotal		200,000	200,000	200,000	200,000	200,000	1,000,000

➤ Growth Necessitated Capital Improvements

		FY 2021	FY 2022	FY 2023	FY 2024	FY 2025	TOTAL
Norriego Point Road	Impact	250,000					250,000
Zerbe-Calhoun Pedestrian Pathway Phase II Design	GF	102,000					102,000
Zerbe-Calhoun Pedestrian Pathway Phase II Construction	Impact		150,000				150,000
Zerbe-Calhoun Pedestrian Pathway Phase II Construction	GF		350,000				350,000
Zerbe-Calhoun Pedestrian Pathway Phase II Construction	Multi-Modal		250,000				250,000
Subtotal		352,000	750,000				1,102,000

➤ Others

		FY 2021	FY 2022	FY 2023	FY 2024	FY 2025	TOTAL
IT Software and Hardware Upgrades	GF		729,000				729,000
Buck Destin – Resurface Basketball Court		35,000					35,000
Buck Destin – Restrooms		95,000					95,000
Destin Sports Complex Track Improvements		50,000					50,000
Morgan’s Sports Center Field Bank Lights		150,000					150,000
Subtotal		330,000	729,000				1,059,000
Grand Total Budget Requests		34,071,589	2,491,078	958,878	892,078	48,892,078	84,450,310

5-Year Capital Budget Summary

➤ Budget Requests

Subtotals	FY 2021	FY 2022	FY 2023	FY 2024	FY 2025	TOTAL
Facilities R&R	1,556,000	242,078	242,078	242,078	242,078	2,524,310
Infrastructure	1,318,589	570,000	516,800	450,000	450,000	450,000
Comp Plan Infrastructure	200,000	200,000	200,000	200,000	200,000	1,000,000
Growth Necessitated Subtotal	352,000	750,000				1,102,000
Citizen/Council Directed	30,315,000				48,000,000	78,315,000
Others	330,000	729,000				1,059,000
Grand Total	34,071,589	2,491,078	958,878	892,078	48,892,078	84,450,310

➤ Available Funding

	FY 2021	FY 2022	FY 2023	FY 2024	FY 2025	TOTAL
Gas Tax #1	500,000	500,000	500,000	500,000	500,000	2,500,000
Gas Tax #2	200,000	200,000	200,000	200,000	200,000	1,000,000
Police Protection Impact Fees	4,800	400	400	400	400	6,400
Traffic Impact Fees	1,330,700	20,000	20,000	20,000	20,000	1,410,700
Public Library Impact Fees	148,700	2,000	2,000	2,000	2,000	156,700
Park Impact Fees	239,500	4,000	4,000	4,000	4,000	255,500
NPEB	85,600					85,600
Mitigation Fee Multi-Modal	99,000					99,000
Half-Cent Sales Tax	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	5,000,000
Half Penny Local Discretionary	3,200,000	1,200,000	1,200,000	1,200,000	1,200,000	8,000,000
Grand Total	6,808,300	2,926,400	2,926,400	2,926,400	2,926,400	18,513,900

Councilmember Menchel asked which Airport Road property is being referenced under the 5-year Capital Budget Facilities Renewal and Replacement slide.

The Deputy City Manager replied it is the facility that houses the Food for Thought charity.

Referencing the Sheriff's Sub-Station with a budget request of \$162,000, listed under the same slide, Councilmember Menchel asked if the City expect to receive supplemental funding from the Sheriff's Office for the facility.

Ms. Strickland stated that the City owns the building and is responsible its maintenance; adding that \$100,000 is for roof replacement. She also added that the Sheriff's contract for this upcoming fiscal year will be approximately \$28,000 less; and so that amount will be applied towards the roof replacement cost.

Councilmember Menchel asked if the deadlines for the events listed under the budget calendar have been met prior to tonight's workshop.

Ms. Strickland replied that most of the deadlines have been met. The Department Directors have submitted nearly all their consolidated budget submissions and she has included most of them in her presentation.

Councilmember Menchel noted that potential construction of pickleball courts is not included in the budget.

Ms. Strickland stated that item would be added to the list.

B. Public Comments

ADJOURNMENT

Having no further business at this time, the meeting was adjourned at 6:10 PM.

Gary Jarvis, Mayor

ATTEST:

Rey Bailey, City Clerk

**MINUTES
REGULAR MEETING
DESTIN CITY COUNCIL
MAY 18, 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 Rodney Braden
Councilmember Cyron Marler
Councilmember Prebble Ramswell

Councilmember Parker Destin
Councilmember Skip Overdier (Virtual)
Councilmember Steven Menchel (Virtual)
Councilmember Chatham Morgan

Destin City Staff

City Manager Lance Johnson
Public Info Manager Catherine Card
Community Dev, Director Louis Zunguze
Code Compliance Manager Joey Forgione
Deputy Public Services Director John Hart
Parks/Recreation Director Lisa Firth
Public Services Director Michael Burgess
Tim Whaler, 3TP Ventures
City Land Use Attorney Kimberly Kopp

City Clerk Rey Bailey
Deputy City Manager Webb Warren
Library Director Wen Livingston
Finance Director Krystal Strickland
Engineer Assistant II Joe Bodi
Grants/Project Manager Jeffery Cozzard
IT Manager Matthew Pace
Principal Planner Lauren Witt
City Attorney Kyle Bauman

CALL TO ORDER, INVOCATION AND PLEDGE OF ALLEGIANCE

Mayor Gary Jarvis called the meeting to order at 6:00 p.m., which was then followed by the recitation of the Pledge of Allegiance.

AGENDA APPROVAL

Councilmember Braden requested adding an item under Section 2 of the agenda allowing Capt. Nix to formally introduce Capt. Mike Howell as his replacement as District 3 Commander and City of Destin liaison.

Councilmember Morgan requested moving agenda items 7G(1) and 7G(2) under City Manager Report as items 4K and 4L respectively.

Councilmember Destin requested that agenda item 4I under City Manager Report be re-designated as agenda item 4A.

Motion by Councilmember Braden, seconded by Councilmember Marler, 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 February 18, 2020 Regular City Council Meeting

Motion by Councilmember Marler, seconded by Councilmember Ramswell, to approve minutes of February 18, 2020 Regular City Council Meeting passed 7-0 (Council members Morgan, Destin, Marler, Overdier, Menchel, Ramswell and Braden voted “yes”).

B. Approval of minutes of January 21, 2020 Regular City Council Meeting

Councilmember Marler moved for approval of minutes of January 21, 2020 Regular City Council Meeting; seconded by Councilmember Destin. Motion passed 7-0 (Council members Morgan, Destin, Marler, Overdier, Menchel, Ramswell and Braden voted “yes”).

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

A. National Public Works Week Proclamation

The Mayor read the proclamation designating the week of May 17-23 as Public Works Week, and then presented it to the Public Services Director Michael Burgess.

B. Census Response Rates in Destin Mr. Jim Wood

Mr. Jim Wood provided the following information regarding 2020 Census:

- U.S. Constitution in Article 1, Section 2: The U.S. has counted its population every 10 years since 1790
 - ❖ It is not too late to complete the 2020 Census. It takes a few minutes to complete
 - ❖ The U.S. Census Bureau keeps everyone’s answers safe and confidential
- Why is the Census Important?
 - ❖ Congressional representation
 - ❖ Billions in federal dollars
 - ❖ Taxation (Gas/Sales/Local Option)
 - ❖ Local TPO and similar representation
- Destin Populations
 - ❖ 2010 Census: 12,305
 - ❖ 2019 Bureau of Economics and Business Research (BEBR) Estimate: 13,441
- Reporting Community / Response Rate – AS OF: 5/18/2020
 - ❖ U.S. 59.5%
 - ❖ Florida 57%
 - ❖ Okaloosa County 55.3%
 - ❖ Shalimar 71.1%
 - ❖ Niceville 70.8%
 - ❖ Mary Esther 67.6%

❖ Fort Walton Beach	61%
❖ Crestview	58.3%
❖ Destin	54.5%

- How to submit census survey: www.2020census.org / 1-844-330-2020
- How to work as a 2020 Census counter: Okaloosa County / \$16.50/hour plus mileage and selected other expenses as appropriate

C. Replacement for Capt. Nix as District 3 Commander and City of Destin Liaison

Capt Nix introduced his replacement Capt Mike Howell as District 3 Commander and City of Destin liaison.

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

Mr. Ken Wampler, a Destin resident, urged the Council to support the proposed resolution which is on tonight's agenda to support the County's efforts in re-opening short-term vacation rentals in Okaloosa County. He asked the Council not to take this opportunity to expand restrictions on short-term vacation rentals as it would significantly hurt 32,000 people on Okaloosa County

Ms. Mary Ann Windes of the Destin Fishing Fleet read the following statement:

"In 1992, the Destin Fishing Fleet had an idea that we could build the facility we now own and by so doing protect the fishing community. Royal Melvin wanted two things: he wanted to help us achieve that, and he wanted the income from the slips opposite his land, which he did not have the money to permit and build. We gave him both of his objectives by leasing from him, for 99 years, a waterfront maintenance easement across 10 feet of his land and the right to acquire the necessary submerged land lease from DEP to construct boat slips opposite his upland.

He received from that the rent from 6 boat slips. We got the right to construct additional slips that we could not have built if we had had to observe the setbacks that his ownership would otherwise have required.

In short, we got to use a part of his waterfront, and we both benefitted, and we now know that the entire City of Destin benefitted.

No offense intended, but all that has always been public record. You knew all the above when the City purchased Mr. Melvin's property, expressly subject to the existing lease that he and the Destin Fishing Fleet had negotiated. Our boat slips were located exactly as they are today at the time you bought Royal Melvin's property.

If any one of you, any council member, any lawyer, or any member of the audience disputes one word of what I have just said, then please tell me what that word is.

I ask you the question: Who really believes the City of Destin should, or legally could, change the deal made by others prior to the time the City of Destin bought Mr. Melvin's property? Who is intended to benefit from that? You are about to spend City money again on something you have already debated, from the same council member, and previously chose not to attempt.

Who is intended to benefit?

Get an honest answer to those questions, and you will know why this has come up again.

I would respectfully ask that you vote to NOT have the City added to the Fleet's submerged land lease, a lease that was never a part of the upland you purchased, and another taking that cannot go unanswered. "

According to Councilmember Ramswell, it was mentioned the prior owner did not have the money to permit and build slips; however, it was her understanding the owner already had docks with slips on his land.

Ms. Windes noted that the owner had two or possibly three slips which needed to be redone; adding that the owner did not have a submerged land lease.

Councilmember Ramswell pointed out there was a lease already in existence when the City bought the property in 2010. However, the terms were very different from the lease the Fleet had with Mr. Melvin versus the lease that was executed in 2010.

Ms. Windes stated that the City changed the term; adding that the Fleet neither request nor support the changes made by the City. However, knowing that the City would lose the grant, the Fleet regretfully to the City's changes.

Councilmember Ramswell noted that the submerged land has always been part Melvin's property and part Fleet's property, but the Fleet wanted to be listed as the sole owner.

Ms. Windes pointed out that the Fleet owns 210 Harbor Blvd, and the City owns 206 Harbor Blvd, and the State of Florida owns the submerged land. Mr. Melvin gave up his submerged land by lease for 99 years to the Destin Fishing Fleet. The City of Destin took over that agreement. It is untrue that the City tried to become the owner of the submerged land lease.

Councilmember Ramswell argues that the City is trying to be listed as an upland owner, but they are not on the inspection report or the last lease; and that they are aiming to get that clarified.

Ms. Windes mentioned that when Councilmember Ramswell brought this issue up in 2018, it was not agreed upon by Council to have it investigated. However, someone from the City called FDEP to have it investigated. When she renewed the Fleet's submerged land lease in 2018, she was informed the matter was under investigation, but the lease was renewed with no problem. She pointed out that in 1993, the attorneys for the City, the Fleet and FDEP got the lease the way it should be. It had not changed since then, and it has been renewed from one year to another. She added that she does not dispute the fact the City is the upland owner; however, she disagrees with the City being part of the Destin Fishing Fleet Submerged Land Lease.

Councilmember Ramswell explained there is great concern that on the documentation that is listed with FDEP, the City is not listed as an upland owner. They need to make sure that matter is rectified and clarified for the sake of their grant and other ownership purposes of the upland property. She added that the Council is going to discuss sending a letter to FDEP in that regard later on the agenda.

Mr. Bill Reddington, a Destin resident, noted there was a lawsuit related to short-term rentals filed in federal court in Tampa recently against the Florida Governor. When the Governor was questioned about opening short-term rentals, he responded by saying he would defer the decisions to the counties. He stated that the resolution under consideration tonight had made references to home rule as they relate to short-term rentals. He cautioned the City to be careful in this regard as this could make the City part of a lawsuit the Governor is trying to avoid.

Mr. Jason Klosterman, a Destin resident, asked how the submerged land lease for the Fleet marina, which is on tonight's agenda, would impact the charter fleet; and whether the City was trying to acquire the submerged land lease. He also asked if there was a setback which would require all the slips in that dock to become transient slips which would then require all the charter boats there to vacate those slips.

Ms. Cari Harbarger, a Destin resident, urged the Council to stop giving away land as they did on Harbor Lane. She also expressed her objection to putting a fire station at Clement Taylor Park, stating there should have been some workshop sessions scheduled to discuss this matter a little bit more and allow more input from citizens. She further stated that Crab Island is not the City's responsibility. It is a state park; and so, the citizens should not have to give up anything to cater to the needs of Crab Island.

Ms. Harbarger also mentioned they have never received a response regarding the contamination on the concrete plant as well as the fly ash issue and the 3 tanks that are still buried in that land. Also, there was never a study done at that location. She added they need to locate those tanks and clean them up before they allow children to play there.

Ms. Sandy Trammell, a Destin resident, inquired as to the status of the \$25,000 Council recently approved to be used to improve the Harbor Lane right-of-way access to the water. She also noted that the Coleman Lake Outfall needs to be cleaned off as things had gotten so dense, they could not even see the little dock they worked hard to build.

Ms. Teresa Hebert, Parks and Recreation Committee Chair, announced they would be hiring an arborist to verify that the two trees on main street park on Joe's Bayou are not protected trees and can be removed so they could clean out the area.

Ms. Joanne Bouchillon, a Destin resident, stated she had lived in Destin for over 20 years and does not like what she sees happening in the community over the years with land being given away to private entities. She continued they have fought very hard to keep the portion of the right-of-way on Harbor Lane from being vacated; but they lost despite getting 250 signatures on a petition to deny the vacation and having many of the citizens voicing their objections at Council meetings. She urged the Council to stop this practice and give the citizens of Destin the opportunity to decide via referendum vote whether to vacate, or partially vacate any land, going forward. In addition, put on hold any other pending applications that are on file with the City of Destin for vacation of land until the citizens of Destin have voted.

Mrs. Wendy Alsop, a Destin resident, stated that her husband and a lot of people they know have been in combat, and some have given their lives, for causes that they believe in. She expressed her gratitude to Mayor Jarvis for his willingness to standup for the community as well as

for recognizing the jobs that short-term rentals provide; and that she is very disappointed of others who had negative comments about what the Mayor is doing.

Mr. Reid Ingram, a short-term rental manager, expressed his disappointment that hotels are being allowed to operate while violating social distancing rules whereas short-term rentals that are mostly following the safety rules are currently being banned. He also noted that big box facilities such as Lowe's and Home Depot are operational and often packed with people. He added he does not understand the thought process behind these decisions.

4. CITY MANAGER REPORTS

A. Request for approval of Destin Fire Control District lease and request for direction to advertise accompanying ordinance for first reading in June.

The Land Use Attorney explained this is a proposed lease, negotiated between the City Land Use Attorney and the Fire District's attorney for consideration by the City Council. The proposal includes a \$1 in annual rent to be paid by the Fire District to the City for an initial 20-year term. Both parties may mutually agree to extend this lease for three additional 20-year terms. Any request by the tenant to extend the initial lease term is subject to approval by the City Council in its sole discretion. At that time, the City Council would have the option to increase the rent or negotiate other change to the lease. If the proposal is acceptable, an ordinance will be brought back to the City Council for formal approval.

Fire District Commissioner Mike Buckingham provided a brief overview of the proposal. He stated that this matter has been under discussion for nearly two years. They were planning on building a small substation to cover the west end of town and had been unable to find anything. When the design was being created for Clement Taylor Park, they have noticed that a very small area at the front left corner of the park, where the existing bathrooms are located, was not being included in the design of the park. They approached the City and then hired an engineer to create a quick design to make sure a small fire station would fit in that small section. He stated that in exchange for allowing them the use of that portion of the park, the Fire District offered to put a minimum of 12-inch trees to replace the two small trees that would have to be removed. They have also offered to plant, at a minimum, 12-inch trees at the park itself. In addition, they plan to build a first-class men's and women's bathrooms for the park, which will be attached to the fire station building. The fire chief has also made it clear that the fire truck will never pull out of that fire station with the siren on.

Also, according to Mr. Buckingham, the time it takes to get from Airport Road to West Destin and the increased in calls for service over the last two years, have necessitated this movement. He also mentioned that a lot of fire departments around the world are moving closer to the parks for safety.

Councilmember Menchel stated that the footprint of the fire station will not hamper or take away any of the park facilities.

Councilmember Overdier moved to direct the Land Use Attorney to prepare an ordinance adopting the current lease proposal with the Fire District and direct the City

Clerk to advertise such ordinance for the first City Council meeting in June; seconded by Councilmember Marler. Motion passed 7-0 (Council members Morgan, Destin, Marler, Overdier, Menchel, Ramswell and Braden voted “yes”).

B. Internal Audit of the City of Destin Continuing Services Contracts

The City Manager noted that on January 6, 2020, he was instructed by Council to have each department head conduct a thorough self-audit of their continuing services contracts and to report back to Council. That report is now before this Council tonight.

Councilmember Menchel read the following statement for the record:

“Something to consider – as you review this audit consider the fact that we should not just talk about money, and the mistakes in the continuing services contracts, but also focus on the systemic breakdown within our cities operation(s) that got us here and what additional actions we need to take moving forward.

On November 18, 2019 at a Council Meeting I made the following statements:

It should be noted – the mistakes – be they are honest or otherwise, issues/concerns raised herein are not directed toward the majority of our hard working City Employees, and moving forward – even though some may say this is giving our City yet another black eye - our Management Team and the City Council will be judged on how we move forward and correct the issues - that have already been identified and any additional mistakes/issues/concerns discovered during this process.

I also stated - It is very important for all of you to understand that the Purpose of any Investigation is to prove or disprove an allegation. It is just as important to prove a person innocent as it is to prove them guilty. If you have done nothing wrong, then you have nothing to worry about – it’s that simple.

Those two statements are just as valid today as they were on November 18th.

The audit required a lot of staff’s time and I want to thank them for all their hard work. This audit is a great first step, but you will hear in my remarks, why we have more work to do.

I also want to acknowledge the accounting software upgrade will go a long way in resolving some of the errors identified but this audit only focused on the loss of money and fell short in many areas.

I have spoken to the City Manager and Deputy City Manager about several areas not covered in the audit, and I will be having a follow up meeting with them to discuss those issues that still need attention.

In addition - The City Manager may have to address - as a result of this audit, and additional reviews – performance issues of employees, spin off investigations, and if necessary, report information received to the appropriate enforcement authorities for investigation.

It seems to me that a non-expert self-assessment or audit that reveals this much – is or should be the basis and grounds for a full professional operational and reconciliation audit (forensic if needed) by the State Auditor General.

As an example of what this audit did not find or address and the reason, we have more work to do can be illustrated with the following example.

These photos are of a chart that I created which breaks down all of the categories in our Fire and Alarm Continues Service Contract – into 9 categories such as Security and Fire Alarm Monitoring, Annual Safety Inspection etc. and also includes all city properties covered in the contract.

Since we are a Municipality many of our facilities are classified as a

PLACE OF PUBLIC ASSEMBLY.

Which requires strict compliance with the National Fire Protection Association (NFPA) Standards and Guidelines.

I reviewed of all the documents for the last three years and discovered the following:

= Annual Fire Sprinkler Inspection

Not done at City Hall, Library, and Destin Community Center for 3 years according to all records provided.

We were also charged for Fire Sprinkler Inspections of City Hall Annex which required a refund due to the fact the Annex does not have fire sprinklers.

= Annual Fire Alarm Inspection

Not done at City Hall Annex, Library, Public Services, Community Center

= Annual Back Flow Inspection

Not Done at Library and Community Center

The annual inspections areas that I just identified – which were not completed - means that the City is potentially – not in compliance with the National Fire Protection Association (NFPA) Standards and Guidelines Chapters 9.9 and 9.11.1. and immediate actions should be taken to remedy these infractions.

Moving on – I now want to call your attention to the Government Services Group – Accounting and Controllership Report that we all received Wednesday May 13.

The first 8 pages of the report contain a total of 22 observations and recommendations.

The last four pages of the report is the Roadmap for Implementation which list priority levels and proposed timeline.

There are three Priority Levels, High, Medium and Low.

All three Priority Levels have the same definitions with the exception of the **loss level**.

They are described as - A condition that may cause **Major Disruptions** or **Significant Control Deficiencies** which may result in

With a High Priority RESULTS IN MAJOR LOSSES

With a Medium Priority MAY RESULT IN MODERATE LOSSES

With a Low Priority MAY RESULT IN ONLY NEGLIGIBLE LOSSES

~~

Of the 22 items listed in the report

11 or HALF OF THE ITEMS were HIGH PRIORITY (Result in Major Losses)

8 of the 11 HIGH PRIORITY ITEMS have a 90-day implementation and 3 have a 12-month implementation.

9 were MODERATE PRIORITY (Result in Moderate Losses)

2 were LOW PRIORITY (Negligible Losses)

So WHERE DO WE GO FROM HERE?

As mentioned earlier I will be meeting with the City Manager to discuss other areas that were not covered in this audit, and that I did not discuss tonight - to identify what if any additional actions are required.

AND, Lastly on this subject,

As I discussed earlier this year regarding the Pay to Play Certificate

for Excellence in Financial Reporting from the Government Finance

Officers Association – I ask the following, based on the results of

this audit WHAT CREDIBILITY does the Pay to Play Certificate

of Excellence now have?”

Councilmember Ramswell stated it is very disconcerting to see that 14 of 19 vendors had errors; and that every single invoice from 12 of those 14 vendors contained some errors. However, it is good to know how the City Manager plans to remedy the situation.

Councilmember Braden stated though the internal audit revealed many discrepancies, he still would have preferred to have an external audit be conducted to see how they could improve the process going forward.

Councilmember Overdier stated that under the guidance of the City’s new Finance Director, along with the rest of City staff, and the new program they plan to implement should alleviate a lot of these problems and remedy their shortfalls and errors.

Councilmember Menchel noted that even though he is very pleased with the report as well as the system they plan to implement, further investigations need to be conducted. One previous employee of the City did some things he was not authorized to do. They are still not sure as to the

extent of the damage the action of that one individual has done to the City; and so, they still need to follow up on some things that have not been done.

The Finance Director noted that this internal started long before her arrival at the City. Staff reviewed over 1600 invoices. She explained that the accounting system they have up to October 16th did not account for unit prices. This past audit was simply a comparison of contract unit prices from when a procurement was done to the unit prices on the invoices. The new accounting system was drastically upgraded in October 2019. Invoices coming in, even if they are a few cents off the contract price, would automatically be rejected and send back to the vendors to be recomputed. She also noted that during her review of the discrepancies, she discovered that one of those items was a project estimate that came to the Council and was approved by the Council members in place in May 2017. Technically, it was not really an overpayment because the Council approved it at that time at a different price that it was in the main contract. Another \$6,000 of that project was a pass-through project that was missing a page from an invoice from an agency that actually paid for everything. They had separate pricing that were not included. The City was fully reimbursed. She continued that current staff understands how important it is to insist to see proofs that services noted on every invoice have been conducted. She added that when all staff members are thoroughly trained on the new system, the problems they found would no longer be an issue; and that the Council can expect to see very significant improvements going forward.

C. COVID-19 Potential Impact on City Revenue and Budget

The City Manager noted that staff estimates approximately \$1 million to \$1.5 million revenue shortfall for the entire Fiscal Year 2020 budget. This estimate is broad in nature and could vary widely depending on the severity of the ongoing impact of COVID-19. Some of the most significant estimated revenue losses for 2020 includes electrical franchise fees, ½ cent sales tax and local option gas tax. In order to help mitigate these revenue shortfalls, staff has taken the following measures. By taking these proactive measures, staff believes the City can offset most if not all projected revenue shortfall.

- Frozen all unfilled and non-essential positions
- Reduced non-essential spending
- Is actively searching for reimbursement opportunity for COVID-19 expenses as well as grant opportunities
- Continues to innovate to find more cost-effective ways to conduct business through technology

D. COVID-19 Local Business Assistance

Deputy City Manager Webb Warren stated that after the direction of Council on May 4th, City staff has been monitoring and communicating with neighboring cities and Okaloosa County while researching potential options to provide relief to Destin-based businesses. On May 5, 2020, the Okaloosa County Board of County Commissioners (BOCC) reconsidered a Small Business COVID-19 Grant Program. The BOCC unanimously approved the grant program which will be administer by the Small Business Development Center (SBDC) at the University of West Florida This grant program allow for grants up to \$2,500 for qualified businesses with storefronts in Okaloosa County. The County committed \$113,300 to the program. This includes a 3 percent

administrative fee for oversight of the program by SBDC . Okaloosa County’s funding would come from collection of the annual Business Tax Receipt form this fiscal year.

The grant program was approved with the following parameters:

- Business must have been an active for-profit business in Okaloosa County as of January 1, 2019
- Business must have 20 employees
- Business must have been profitable prior to the COVID-19 Pandemic
- Business must show a reduction in sales/revenue of 25 percent or greater due to COVID-19

Councilmember Overdier moved to authorize the City to partner with Okaloosa County in their Small Business COVID-19 Grant Program as administered by the Small Business Development Center (SBDC) at UWF for the total amount of \$103,000, to be taken from the City’s reserved funds, to include all grant funding and grant administration fees; for the City Manager to carry out all actions necessary to implement the program; and to authorize City staff to make the necessary budget amendments. Councilmember Morgan provided a second to the motion.

Councilmember Morgan asked City staff to look into the way their charter boat fishing companies are set up and make sure they qualify for the grant, and that it would not be too cumbersome for them. If they do not qualify, he would like for this Council to look at some other way to help the fishermen.

There was some discussion relative to determining who is eligible for the grant program and how they would be notified. It was the consensus of the Council that the grant be given to businesses in Okaloosa County, if acceptable to the SBDC and to have the City send a letter or email to everyone with a BTR registered with the City of Destin informing them of the grant program.

Councilmember Overdier offered an amended motion to authorize the City to partner with Okaloosa County in their Small Business COVID-19 Grant Program as administered by the Small Business Development Center (SBDC) at UWF for the total amount of \$103,000, to be taken from the City’s reserved funds, to include all grant funding and grant administration fees; and that the grant be given to business owners that reside in Okaloosa County, if acceptable to the SBDC; for the City Manager to carry out all actions necessary to implement the program; and to authorize City staff to make the necessary budget amendments. Councilmember Morgan provided a second to the motion, which passes 7-0 (Council members Morgan, Destin, Marler, Overdier, Menchel, Ramswell and Braden voted “yes”).

E. COVID-19 Emergency Measures Update

The City Manager noted that in response to the COVID-19 pandemic, the City adopted a series of protective measures designed to protect the public and City staff, and otherwise slow the spread of the virus throughout the community. City staff has worked diligently to ensure the

organization has been able to serve the residents and businesses despite physical closures of buildings to the public.

The Deputy City Manager announced that effective May 20th, staff is prepared to take the following actions based on the information available at this time:

- Permit City boards/councils/committees to resume normal meeting schedules. Virtual meeting technology will be assessed and use when possible
- Reopen City Hall lobby on Mondays, Wednesdays, and Fridays. Appointments can be made with staff and the meetings will be held in City Hall Boardroom. Henderson Beach Passes/Joe's Bayou Passes are encouraged to be processed virtually
- Reopen the Community Center lobby on Tuesdays, Thursdays, and Saturdays to process passes or conduct other business. Other Community Center activities will remain suspended
- City Hall Annex which includes Community Development and Code Compliance Department will continue to provide their services through virtual or telephonic means, as well as schedule appointments with customers as needed.

F. 2020 Hurricane Season Preparedness Update

The City Manager informed the Council staff has taken steps to mitigate the potential effects of any Hurricane or tropical storms by updating policies and conducting training. Staff will be formally trained in several areas of disaster response and recovery. This will put the City in a better position to successfully recover from a hurricane.

G. Energov Monthly Update

The City's IT Manager Matthew Pace provided the following update:

- The City is in Build and Validate stage at least for the next few weeks
- Working with consultant from EnerGov
- Continuing to work with Okaloosa County on the GIS Mapping System, which is one of the most important functions of EnerGov
- GIS Features
 - ❖ Composing and adding additional layers to create GeoRules
 - Allows staff to setup automatic parcel information when a new permit, plan or code case is created
 - ❖ Web-based and Enterprise Map Options
 - For use by the public and staff to enter parcel and property information
- Virtual Solutions. Changes within departments
 - ❖ Building Division – Permit applications and plans are now being received via email at permits@cityofdestin.com
 - ❖ Engineering Division – right-of-way construction permit applications and plans associated with a building permit are now being received via email at permits@cityofdestin.com

- ❖ Utility and ROW inspections not associated with a building permit are requested through ROWpermits@cityofdestin.com
- ❖ Planning Division – Planning applications and documentation are being sent via e-mail to planning@cityofdestin.com or by digital submission
- ❖ Pre-Application and Project Meetings
 - All persons requesting pre-application meetings fill out and send the pre-application request form, located on the city's website www.cityofdestin.com, to planning@cityofdestin.com. Staff contacts applicant to schedule a pre-application meeting. All meetings are conducted via phone or web conference
 - Changes made now are helping transition departments and customers to more efficient and paperless options
- ❖ Virtual Inspections
 - Minor renovation and in-home occupied dwellings/structures (air conditioning, water heater, window change outs, etc.) are being conducted via FaceTime (or other virtual/video/photographic means)
 - Exterior dwellings/structures, unoccupied dwellings/structures or new construction are performed onsite utilizing the 6 feet social distancing requirements (per the CDC recommendations)
- EnerGov Naming Contest
 - ❖ Distributed to all employees for entry
 - ❖ Received great feedback from City staff in response to the contest
 - ❖ Steering Committee to select a winner
 - ❖ Naming the system will 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 Public Information Manager as necessary
 - ❖ The Steering Committee has selected a winner:
 - Name: COMPASS
 - Meaning: **C**ommunity **P**ermitting **A**nd **S**upport **S**ystem
 - Submitted by: Michael Burgess, Public Services Director

H. East Pass Emergency Navigation Channel Dredge Project and Holiday Isle Beach Restoration Contract Request for Modification to Scope of Services with Taylor Engineering

The City Manager announced that the East Pass Dredging Project is nearing completion. To finish the project, the construct administrator is requesting \$13,000 in additional funding. The project was subjected to numerous delays and legal challenges but ultimately the construction phase commenced in late February 2020. To complete the project, Taylor Engineering requires a total of \$13,000 in additional funds. The City previously entered into a Memorandum of Understanding (MOU) with Okaloosa County, wherein the County agrees to pay all expenses relating to the project. These expenses are included in the MOU and will ultimately be paid by the County.

Councilmember Ramswell asked why Taylor Engineering was asking for additional payment for additional days when they have not reached the 50-day period for the project.

According to the City Attorney, he does not have a definitive answer to this question as he was not sure if the shore birds monitoring includes some pre- and post- construction phase of the project; adding it was not clear in the task list.

Councilmember Ramswell noted that the task list mentioned something about different beach profile surveys being taken at the beginning and at the end of the project. She requested that copies of beach profile survey taken at the beginning of the project be provided to the Council.

The City Attorney will obtain a copy of the survey from Taylor Engineering and send to Council along with a copy of the joint permit with the County.

Mr. Matt Trammell (appearing virtually) explained they are required to survey the beach for shore birds at least a week prior to dredging commencement; and that they started this survey well in advance. Once the dredge left, they are required by the permit to continue shore bird monitoring. There are additional allowances for additional site visits for shore bird nesting, weather delays, construction issues, and problem resolution meetings. When the dredge pulled away, they have had a number of shore birds that came into the beach which presented a number of additional issues for them and making things more complicated and difficult. He added they are now into sea turtle nesting season. They have to take additional precautions by having the permit modified to include sea turtle monitoring and additional coordination with Okaloosa County, which exceeded the currently contracted amount.

Councilmember Destin moved for approval of the revised scope of services with Taylor Engineering, Inc. subject to the County also approving the revised cost schedule; seconded by Councilmember Ramswell. Motion passed 6-1 (Council members Morgan, Destin, Marler, Overdier, Menchel, and Ramswell voted “yes”; Councilmember Braden voted “no”).

I. Norriego Point Embayments

According to the City Manager, he and the City Attorney were directed by Council to send a letter to FDEP asking for their official position on this issue, and then schedule a workshop inviting representatives from FDEP to discuss this matter. The letter was sent to FDEP on April 17, 2020, and FDEP’s response is now being provided to Council. He asked for further direction from Council.

Councilmember Destin recommends setting a date for the workshop and asking FDEP to send a representative to the workshop.

Councilmember Destin moved to coordinate some dates and times for a future workshop with FDEP to discuss this matter and bring back proposed dates and times to Council. Motion was seconded by Councilmember Morgan.

Councilmember Ramswell stated that she finds FDEP’s response to the City Manager’s letter quite insulting; and though she is very much in favor of having a workshop to further

discuss this matter with FDEP, the tone of FDEP's letter seems to dictate that they may not be agreeable to meeting with the City at all.

Councilmember Destin suggests they schedule the workshop with or without FDEP's participation so that Council could at least discuss and decide what to do next.

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

J. Ownership of upland to submerged land subject to Board of Trustees Lease Number 4622176069

The City Manager noted that the Council has previously directed the City Attorney and City staff to contact FDEP about the renewal of the referenced submerged land and correct the ownership information.

The City Attorney asks if the Council wishes to amend the draft letter that has been provided or to send the letter as written.

Councilmember Braden moved to send the letter, as written, to FDEP; seconded by Councilmember Ramswell.

Councilmember Ramswell suggests changing the phrase "*could be critical*" to "*is critical*" which is located at the bottom of page one of the letter; so that the entire sentence reads, "*Recognition of the City as the upland fee simple title owner to part of the property upland to the SLL is critical to the City as it moves forward in various endeavors.*"

Councilmember Braden offered an amended motion to send the letter, as amended, to FDEP; seconded by Councilmember Ramswell.

Councilmember Ramswell addressed an earlier comment from a member of the public about this issue by stating that the City is not listed as an upland owner of the property. The City owns 68 feet and the Fleet owns approximately 280 feet of the property, but the Fleet is listed as the sole owner of that property. The City has federal grants and loans on the property and so they have to make sure they are rightfully listed as an upland property owner for legal documentation.

To clarify another comment made earlier by Ms. Mary Ann Windes, Councilmember Ramswell explained that Mr. Melvin was on the submerged land lease with the Destin Fishing Fleet from 1993 to 1998. Mr. Melvin passed away in 1995, and so when the lease was renewed in 1998, his name was still on the lease but without his signature. His name was subsequently removed on the next renewal.

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").

K. Coleman Lake Outfall

Councilmember Morgan stated that they previously discussed raising the dam to its original level. They received quotes from two different companies that have been quite high. He suggests requesting a quote from the original builder, Underground, Inc., for the project.

Councilmember Braden asked if Underground, Inc. was still listed as one of the City's continuing services contractor; if not, if they should go ahead and put this project out to bid.

Councilmember Destin suggests doing both and selecting the one that is more advantageous.

Motion by Councilmember Morgan, seconded by Councilmember Destin, to direct City staff to obtain a quote from Underground, Inc. for this project; and to look into the feasibility of putting this project out to bid and bring information back for Council's consideration and approval passed 7-0 (Council members Morgan, Destin, Marler, Overdier, Menchel, Ramswell and Braden voted "yes").

L. Waterfront right-of-way vacations to require voter approval/referendum process

Councilmember Morgan would like to give the citizens the ability to vote whether to vacate a waterfront right-of-way, via a voter referendum process, to avoid an ugly situation they just had with the Harbor Lane right-of-way vacation.

Councilmember Morgan moved to direct City staff to identify the most vulnerable waterfront rights-of-way including but not limited to rights-of-way on Joe's Bayou and bring information back to Council; direct the City Attorneys to codify these rights-of-way in a voter referendum process; direct the City Attorneys to determine the deadline to submit a charter amendment to the November ballot. Councilmember Destin provided a second to the motion.

Councilmember Marler noted it would cost the City a lot of money each time they schedule a special election.

Councilmember Morgan stated they could have the applicant for the vacation pay for the special election.

The City Attorney noted they would need to conduct a legal review in that regard.

Councilmember Morgan asked if they could implement a zoning in progress on any waterfront right-of-way vacation applications until the charter referendum passes.

The Land Use Attorney stated they could do a zoning in progress if they put a code amendment by ordinance into place right now, and further do the referendum ordinance and see if the voters want to memorialized it into the charter.

Councilmember Morgan offered an amendment to his motion to direct City staff to identify the most vulnerable waterfront rights-of-way including but not limited to rights-of-

way on Joe's Bayou and bring information back to Council; direct the City Attorneys to codify these rights-of-way in a voter referendum process; direct the City Attorneys to determine the deadline to submit a charter amendment to the November ballot; and to implement a zoning in progress on any waterfront right-of-way vacation applications until the charter referendum passes. Councilmember Destin provided a second to the motion. Motion passed 7-0 (Council members Morgan, Destin, Marler, Overdier, Menchel, Ramswell and Braden voted "yes").

M. Announcements

The City Manager announced that the City staff is planning to schedule an initial budget workshop early to mid-June.

5. PUBLIC HEARINGS

A. Jenkins Engineering, Inc. on behalf of HB 98, LLC is requesting approval of a Major Development Order for a 117- room hotel. The proposed project is located on the southeast corner of the intersection of Commons Drive and Henderson Beach Road (Parcel ID. #002S2200000001-A13J) within the Crystal Beach Multimodal District. The subject property consists of 2.56 acres, more or less.

The City Attorney sworn in the following individuals for testimony:

Joe Bodi, Entineering Assistant II
Lauren Witt, Principal Planner
Louis Zunguze, Community Development Director
Tim Whaler, 3TP Ventures

At this time, the City Attorney asked whether any member of the Council has had any ex-parte communications they wish to disclose.

Having none, the City Attorney asked the Mayor to turn the matter over to City staff.

The City's Principal Planner Lauren Witt provided the following facts about the project:

- Jenkins Engineering, Inc. on behalf of HB 98, LLC is requesting approval of a Major Development Order for a 117-room hotel located on the southeast corner at the intersection of Commons Drive and Henderson Beach Road
- The property has a Future Land Use Map designation of Gulf Resort Mixed Use
- Proposed building height is 40' / 4 stories
- Floor Area Ratio is 0.55
- Access to the property is provided by a direct accessway connection to Henderson Beach Road
- A 10' wide sidewalk is being provided along the entire property frontage on Commons Drive
- The existing sidewalk on Henderson Beach Road adjacent to the project is being reconstructed to a width of 8'

- Provided vehicle parking spaces is 128
- Impact fees for the proposed project are estimated to be \$144,495
- Proposed project is not affected by nor affects the Destin-Fort Walton Beach Airport

Councilmember Destin noted that 128 parking spaces for a 117-room facility plus employees does not seem nearly enough.

According to Community Development Director Louis Zunguze, this is consistent with the current multi-modal standards.

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

Motion by Councilmember Braden, seconded by Councilmember Ramswell, to approve the Major Development identified as “TRU Hilton” passed 5-2 (Council members Marler, Overdier, Menchel, Ramswell and Braden voted “yes”; Council members Morgan and Destin voted “no”).

6. CONSENT AGENDA

- A. Destin Library Materials Selection and Collection Development Policy
- B. Extensions 5 and 6 to the Amended Declaration of State of Emergency

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

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

- A. Councilmember Braden
- B. Councilmember Ramswell

Councilmember Ramswell inquired as to the status of the \$25,000 for the Harbor Lane project.

The City Manager noted that staff has been directed to take this matter to the Parks and Recreation Committee for their recommendation.

Councilmember Ramswell announced she had received many complaints about wild activities happening on Crab Island such as people filming music videos with inappropriate nudities; adding it is one of the things she would bring forward before the beach advisory committee which is scheduled to meet again this month.

C. Councilmember Menchel

1) Task City attorneys to conduct the necessary legal review of the City of Destin Code of Ordinances Part 1 (Charter) Section 3.09 to identify the language needed and process required to remove a City Council member or Mayor from office for violations identified in Section 3.09. 2. Discussion of PAWS

Councilmember Menchel noted he recently discussed with the City's attorneys about the need to update the City Charter to remove the potential gaps to the City's code. Both attorneys agreed there are potential gaps to the City's code. He stated that upon review of the City's code, he has identified various areas with potential gaps which he intends to address at a future meeting. There is one gap on the City's Charter which he would like to address tonight.

Councilmember Menchel moved to direct the city's attorneys to conduct the necessary legal review of the City of Destin Code of Ordinances - Part 1 (Charter) Section 3.09, or any other applicable sections, to identify the language needed and process required to remove a City Council member or Mayor from office for violations identified in Section 3.09. Councilmember Braden provided a second to the motion.

Councilmember Destin asked if any of these issues potentially preempted by the State.

According to the City Attorney, there is a couple of recall procedures described in the State Statutes they need to look at to determine whether this is possible and then bring it back.

Councilmember Marler remarked he would prefer to have a complete review of the charter rather than just this one section.

Councilmember Morgan noted that their charter discusses certain duties for charter officials; but it does not provide for any recourse if those duties are violated.

Councilmember Menchel stated that the charter speaks to the infractions for which anyone of the charter officials could be removed, but it does not speak on how to do it.

The City Attorney noted there is a State Statute that allows removal of an elected official by the Governor under certain situations.

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

Next, Councilmember Menchel noted that the City Manager has been talking about the City potentially taking over animal collections in the City for PAWS, and then turning them over to PAWS.

According to the City Manager, he has discussed this issue with the City's Code Compliance Manager. They already have an officer that is certified and could transition into this area very quickly at a very low cost. This could improve their efficiency and response time. The

City would not be housing animals within the City on a long-term basis; PAWS would still have that responsibility.

Code Compliance Manager Joey Forgione remarked that the City would take over the animal control portion and transport the animals to PAWS. He continued they are currently discussing building a temporary holding facility in the City where the animals can be kept until they are transported to PAWS.

Councilmember Menchel announced he had reached out to Gulf Power to find out how much it would cost the City to install a streetlight on the existing light pole at the intersection of Commons Drive and Henderson Beach Road. According to Gulf Power, one light should suffice to light up the entire intersection enough to make a major safety improvement. The upfront cost is \$2,319.49 to install the light, and then a monthly charge of \$10.32.

Councilmember Menchel moved to install streetlights at the intersection of Commons Drive and Henderson Beach Road paying an upfront cost of \$2,319.49 and a monthly charge of \$10.32, and coordinate installation with Okaloosa County; seconded by Councilmember Marler. Motion passed 7-0 (Council members Morgan, Destin, Marler, Overdier, Menchel, Ramswell and Braden voted “yes”).

Councilmember Menchel noted that fences on James Lee Park are in deplorable condition and getting worse. He asked the City Manager to contact Commissioner Kelly Windes and request he takes some action to have the County repair those fences.

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

1. Coleman Lake Outfall
2. Waterfront right-of-way vacations to require voter approval/referendum process

Above items discussed earlier in the meeting.

Councilmember Morgan requested that the topic “Repeal of the Rooster ban” be placed on the next Council meeting agenda.

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

1. Copy of Fully Executed Agreement with Exhibit Pointe Mezzanine Land Use Litigation Approved by Council May 4, 2020

The Land Use Attorney explained the mediated settlement agreement that was approved by Council on May 4th did not have the depiction attached as Exhibit A. The copy that is included in tonight’s agenda packet contained the exhibit. She also added some language to paragraph one on

page one stating that “Approval of this agreement does not bind the City to any future decision on the application.”

2. Short-Term Rental Resolution

Councilmember Overdier moved to adopt the resolution but removing all verbiage referencing “home rule” from the resolution; seconded by Councilmember Ramswell.

Councilmember Overdier opined that the “home rule” issues are legislative issues and they do not really belong in this resolution.

According to the Land Use Attorney, it is within the Council’s discretion to amend the language in this resolution; however, this resolution is consistent with the other two resolutions adopted by the Council. They are basically just informing the State the City wants to regulate its own short-term rentals within its jurisdiction.

Councilmember Overdier argues that this resolution is going to the Governor and other entities that are not trying to infringe upon the City’s home rule rights when it comes to short-term rentals. This resolution simply supports the re-opening of short-term rentals.

Councilmember Morgan commented it is very disappointing to know the Governor could sign a bill trying to preempt the City’s ability to regulate short-term rentals into law and infringe upon the City’s home-rule power; except during a global pandemic when he passes the decisions to the counties.

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

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

J. City Attorney

ADJOURNMENT:

Having no further business at this time, the meeting was adjourned at 9:30 PM.

Gary Jarvis, Mayor

ATTEST:

Rey Bailey, City Clerk



Which would you rather have?

Go from this....



to This!





City officials, [Contact Us](#) today to
learn how our program can
increase safety and
communications in your community!

Gateway Signs FAQ

■ Where can gateway signs be located in our municipality?

Suggested placement includes municipality or privately-owned property located at the major entrances to and intersections in your community, pending application of local & state regulations. We may provide additional locations upon review with your authorized agents.

■ Are Gateway signs really provided at no cost? What's the catch?

Yes, the gateway sign program is offered at no cost to qualifying municipalities. Signs must be installed on roads that provide adequate traffic to support local and regional advertising which is used to offset both the cost of installing the sign and for ongoing gateway support, including 24-hour technical support and general maintenance. The signs will give the community direct access to community messaging, including AMBER alerts, municipal concerns, and other Public Service Announcements.

■ Can we choose the style and landscaping for our gateway signs?

Yes! Our team will work with you to determine the ideal style of sign and landscaping to make your gateway signs an attractive and inviting asset.

■ How does the community benefit?

Gateway signs provide key communication points which allow your city to get vital information out to citizens and the traveling public. Cities use the displays to promote civic events such as fundraisers, public hearings, holiday festivals etc. The signs are also utilized for Amber Alerts, severe weather warnings, road closures and additional emergency messaging. Lastly, local businesses utilize the displays for creative advertising campaigns which drives sales, supports the local economy and increases the tax base. Plus the city receives 10% of net revenue and will own the sign after it's paid off.

■ How are public service announcements determined?

Public Service Announcements (PSA) are received through national agencies such as The Department of Missing and Exploited Children for Amber Alerts, NOAA and local weather agencies for Severe Weather Alerts and the Department of Homeland Security for National Security Announcements. A vital PSA which affects your community will take precedence on all gateway sign locations in your community. The length of the initial PSA broadcast is determined by each agency due to the severity of each issue. It is typical for a PSA to rotate with your community and advertising broadcasts for the duration of time necessary.

■ What about concerns over brightness?

Gateway signs are regulated by stringent FHWA standards for brightness, auto-dimming at night to a level with far less ambient light than traditional illuminated signage or on-premise LED's.

■ How do we broadcast our content on the sign? What can we display?

In addition to PSA's and alerts, your municipality can utilize the sign for civic messages from your community's leaders and authorized representatives. These broadcasts may include welcome messages, community information or announcements, tourism information or anything helpful to the community. An authorized agent for your municipality will work with a gateway sign representative who will provide support for your broadcast content.

■ What is the size of a gateway sign electronic display?

These signs are significantly smaller than traditional advertising signage yet sized to be adequate for vital communication. Gateway signs are typically monument style structures designed to complement any community design requirements. In many locations the typical LED screen display will be 100 square feet, and in certain circumstances larger sizes may be necessary to achieve adequate visibility. Messages are programmed to rotate every 6-8 seconds providing maximum exposure. Initial PSA or emergency alerts will display for longer periods of time.

■ What if our sign ordinance does not permit this type of sign?

The gateway program is backed by a sign development company with over 50 years of experience in numerous states. Our legal team can assist your municipality with necessary zoning or sign ordinance updates to enable the use of this technology in your jurisdiction. Gateway signs will also comply with any applicable State regulations.

■ How do we ensure that all content on the signs will be appropriate?

Gateway signs and the city, with the assistance of the city attorney, will enter into an operating agreement that clearly spells out the approved types of messaging, and restricts content which could be politically or otherwise sensitive to the city and community. Gateway signs also personally reviews all ads and messaging prior publishing for an added layer of security.

■ Are the signs a distraction to drivers?

The federal government has commissioned numerous independent academic studies over the years that have clearly demonstrated no correlation between LED signage and an increase in traffic collisions compared to standard static signage. In addition, the benefit from emergency messaging to the community makes the signs a net positive for safety.

Ric Zampatti
The Barter Company
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Phone: 770-591-4343
Fax: 770-591-4602



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smarter!...*

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: July 20, 2020**TYPE OF AGENDA ITEM:** Presentation

TO: City Council**THRU:** Webb Warren, Deputy City Manager
Kyle Bauman, City Attorney
Lance Johnson, City Manager**FROM:** Krystal Strickland, Finance Director**DATE:****SUBJECT:** Financial Advisor

I. BACKGROUND: The City of Destin has prioritized a number of important and expensive projects including the public beach initiative, the cross-town connector, and undergrounding. Decisions will need to be made regarding the financing options for these major projects. A key player who assists a city determine the optimal financing solutions is the financial advisor.

II. DISCUSSION: The City of Destin does not currently retain a Financial Advisor (FA). Government Financial Advisors help governments navigate public and private financial markets and can advise local governments on how to attain the best possible credit ratings.

The top three strategic plan items in the 5-year capital improvement program include 1) Beachfront land acquisition (aka Public Beach Initiative) estimated at \$24 million; 2) Cross-town Connector estimated at \$9 million; and 3) Utility Undergrounding estimated at \$48 million.

The City needs to balance the short-term and long-term opportunities. As the right pieces of land become available and grant funding agreements are signed for the Public Beach Initiative and the Cross-town Connector, we also need to ensure we set the city up for the best possible credit rating to leverage funding for the undergrounding project.

Ford & Associates offers Financial Advisor assistance to cities such as Destin. They have worked on many projects with the City's bond counsel (Duane Draper

of Bryant, Miller & Olive).

Ms. Strickland has invited Jonathan Ford to talk to Council at this regular meeting to give a short synopsis of their experience and how they could be of assistance to the City.

Professional Services involving particular skill such as Financial Advisor are exempt from formal competitive bid requirements (section K of the City's Purchasing Manual, and in accordance with the Consultant's Competitive Negotiation Act F.S. 287.055).

Webb Warren, the Deputy City Manager, contacted the references provided.

A. Link to Strategic Goals / Objectives: Strategic Plan/Strategic Focus: Financially Sound City Providing Service Excellence

The goal is to maintain a financially sound city while pursuing optimal funding opportunities to achieve our other goals of beachfront land acquisition, alternative routes across town, and the storm resiliency and tree canopy opportunities provided by undergrounding of utilities.

B. Effect on Budget (EOB): This item is not budgeted in the FY2020 Budget. The Professional Services account in the Finance Department is overspent by \$1,097.61. Staff recommend an internal budget transfer of \$10,000 to encumber budget for the financial advisor retainer fee for one year and an internal transfer of \$1,097.61 to clear the existing deficit in the Professional Services account (total internal transfer \$11,097.61).

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

III. CONCLUSION: Staff recommend hiring Ford & Associates as the Financial Advisor to the City of Destin.

IV. RECOMMENDED MOTION: I motion to allow the City Manager to engage Ford & Associates at an amount not to exceed \$10,000 per year plus reasonable expenses and to exempt this procurement from competitive bid requirements in accordance with section K of the City's Purchasing Manual.

Attachments:

1. 2020 0720 Budget Txfr for Financial Advisor
2. Ford & Associates Destin FL Contract_Draft for Review
3. Destin FL MSRB Rule G-42 Disclosure Statement

CITY OF DESTIN Budget Amendment Form

Fiscal Year	2020	Short Description	FINANCIAL ADVISOR	Entity Code	1
Period	10	Effective Date	7/20/2020	Amendment Type*	1
Ref 1	BUA	Budget Year Code	1	Budget Projection Inclusion	One Time
Ref 2	ADJ				

*AMENDMENT TYPE: 1 = Exp/Exp or Rev/Rev, 2 = Exp/Rev, 3 = Exp/Rev one sided, 7 = Exp/Rev Inter fund, 8 = Exp/Exp Inter Fund

ORG	OBJECT	PROJECT	LINE DESCRIPTION	(I)ncrease (D)ecrease	AMOUNT	CURRENT AVAILABLE BUDGET	REVISED AVAILABLE BUDGET
0151320 GF FINANCE	531000 PROFESSIONAL SVCS		INTERNAL TXFR FOR FINANCIAL ADVISOR	I	\$ 11,097.61	\$ (1,097.61)	\$ 10,000.00
0151320 GF FINANCE	532000 LIFE/HEALTH INS		INTERNAL TXFR FOR FINANCIAL ADVISOR	D	\$ 11,097.61	\$ 21,490.51	\$ 10,392.90

	Initials	Date
Created by:	_____	_____
Entered by:	_____	_____
Approved by:	_____	_____

Note
Internal transfer of budget to hire Ford & Associates as a Financial
Advisor for the City of Destin



Ford & Associates, Inc. ("Municipal Advisor") appreciates the opportunity to serve as municipal advisor to the **City of Destin, Florida** (the "City"). Upon your acceptance, this engagement letter (the "Agreement") will serve as our mutual agreement with respect to the terms and conditions of our engagement as your municipal advisor, effective on the date this Agreement is executed by the City (the "Effective Date").

1. Scope of Services.

The Scope of Services to be provided under this Agreement shall consist of the activities described below with respect to the City's new and outstanding issues of bonds issued or outstanding during the term of this Agreement (the "Issue(s)"). The Scope of Services shall also include activities described below with respect to municipal financial products (as specified below) entered into by the City or in effect during the term of this Agreement (the "Product(s)"). In addition, Municipal Advisor is designated as the City's Independent Registered Municipal Advisor ("IRMA") for purposes of SEC Rule 15Ba1-1(d)(3)(vi) (the "IRMA exemption") with respect to the aspects of the Issue(s) or Product(s) described in this Agreement.

Activities

Municipal Advisor shall or may undertake some or all of the following activities for or on behalf of the City with respect to the Issue(s) and/or Product(s) in carrying out this engagement, as directed by the City:

- A. *New Issues.*** As requested by the City, provide some, or all, of the following services with respect to the City's new Issue(s):
1. Evaluate options or alternatives with respect to proposed new Issues
 2. Review recommendations made by other parties to the City with respect to the new Issues
 3. Review financial and other information regarding the City, the proposed Issue and any source of repayment of or security for the Issues
 4. Consult with and/or advise the City on actual or potential changes in market practices, market conditions, regulatory requirements, or other matters that may have an impact on the City and its financing plans
 5. Assist the City in establishing a plan of financing
 6. Assist the City in establishing the structure, timing, terms and other similar matters concerning Issues
 7. Prepare financing schedules
 8. Consult and meet with representatives of the City and its agents or consultants with respect to the Issue
 9. Attend meetings of the City's governing body, as requested
 10. Advise the City on the manner of sale of Issues, including public market issues at competitive bid or negotiated sale and with direct bank loans, and assist with the preparation, distribution, and evaluation of Requests for Proposals for such services.

11. Advise and assist the City in identifying potential lenders and obtaining and executing bank loans, if applicable
12. Assist in the preparation and/or review of financial, statistical, and debt related information included in the preliminary and final official statement
13. Make arrangements for printing, advertising, and other vendor services necessary or appropriate in connection with the Issue
14. Advise the City with regard to any disclosure undertaking required to be entered into in connection with the Issue, including advising on the selection of a dissemination agent
15. In a negotiated sale, assist the City in the selection of underwriters
16. At the time of sale, provide the City with relevant data on comparable issues recently or currently being sold nationally
17. Coordinate pre-pricing discussions, supervise the sale process, advise the City on matters relating to retail or other order periods and syndicate priorities, review the order book, advise on the acceptability of the underwriter's pricing and offer to purchase
18. Advise the City with respect to recommendations made by the underwriters and other interactions between the City and the underwriters
19. Review required underwriter disclosures to the City
20. Assist the City in selecting consultants and vendors (including, but not limited to, trustee, paying agent, escrow agent, verification agent, feasibility consultant, etc.) to work on the Issue
21. Assist the City in responding to questions from bidders, underwriters or potential investors
22. Arrange and facilitate meetings with, prepare materials for, and make recommendations to the City in connection with credit ratings agencies, insurers and other credit or liquidity providers
23. Work with bond counsel and other transaction participants to prepare and/or review necessary financial terms and conditions of authorizing documentation of the City and other documents necessary to finalize and close the Issue
24. Coordinate working group sessions, closing, delivery of the new Issue and transfer of funds
25. Prepare a closing memorandum or transaction summary, together with general guidance for the City with respect to post-closing requirements relating to the use and investment of bond proceeds and the payment of debt service
26. Provide such other usual and customary financial advisory services as may be requested by the City

B. *Outstanding or Potential Issues.* As requested by the City, provide some or all of the following services with respect to the City's outstanding Issue(s) as required by the City:

1. Advise the City on potential exercise of optional or other call rights, or potential tender offers, for outstanding Issue(s)
2. Advise the City on potential refunding or other refinancing opportunities of its outstanding Issue(s)
3. Review recommendations made by other parties to the City with respect to outstanding Issue(s)
4. Evaluate options or alternatives for the City with respect to, and assist in identifying, financing opportunities, including recommendations by other parties to the City for potential financings
5. Consult with and/or advise the City on actual or potential changes in market practices, market conditions, regulatory requirements or other matters that may have an impact on the City's outstanding Issue(s)
6. As requested, advise the City on post-issuance disclosure compliance matters, including specific issues that may arise from time to time and the preparation, review and revision of applicable policies and procedures, relating to outstanding Issue(s)

7. Advise the City on matters relating to compliance with, including testing and/or reporting on compliance with, bond or other covenants relating to outstanding Issue(s)
 8. Review documentation of outstanding Issue(s) with the City personnel and with the City's bond counsel and other consultants
 9. Assist the City in responding to inquiries from investors or other market participants in connection with the City's outstanding Issue(s)
 10. Provide advisory services as requested by the City for the purpose of refinancing or modifying existing issues.
 11. Provide such other usual and customary financial advisory services as may be requested by the City
- C. *Products.*** As requested by the City, provide some or all the following services with respect to the City's Product(s) relating to its Issues:
1. Advise the City on and assist with the investment of proceeds of the City's Issues or on municipal escrow investments relating to such Issue(s), including but not limited to advice on or brokerage of municipal investment products, including, but not limited to, guaranteed investment contracts, repurchase agreements, forward delivery/purchase agreements for the investment of proceeds of the Issue or for municipal escrow investments, or the recommendation and brokerage of municipal escrow investments, and/or serving as bidding agent in connection with the Issues
 2. Serve as a Qualified Independent Representative in advising the City on municipal derivatives
- D. *Other Services.*** As requested by the City provide services related to:
1. Project Planning and Analysis, long-term capital planning and the development of financial strategies, as requested, including models of outstanding debt of the City which identifies aggregate annual debt service by fiscal year and by revenue sources either pledged or used to pay debt service thereon, refunding opportunities and "strike" prices for refunding, projected growth of revenue sources used in bond transactions, and other appropriate economic or financial indicators as requested by the City. These strategies may address existing debt structure, debt ratings, revenues and legal constraints and identify sensitivity factors, which would impact a multi-year funding program for the City's on-going capital plan.
 2. Rating surveillance and assistance with the preparation of, and participation in, annual rating updates accomplished via teleconference.
 3. Prepare and present workshops on financial matters, including formation of financial options and alternatives analysis on financial matters.
 4. Assistance with financial planning and/or other services related voter referendums
 5. Assistance with the preparation of written policies for debt, derivatives, and other finance related areas as requested by the City and staff
 6. Specific finance related tasks requested by City staff
 7. Other specific consulting projects as requested by the City or City staff

2. Use of Sub-Contractors, Outside Associates and Consultants.

The City agrees and understands that in the execution of its duties as financial advisor, Ford & Associates, Inc. may rely on FAI Capital Management or other sub-contractors approved in writing by the City in the provision of the services including those as Qualified Independent Representative related to derivative products, and with services related to the investment of bond proceeds. In so doing, the City shall incur no additional costs for such services beyond those owed to Ford & Associates, Inc. for the provision of such services. Other than those described above, any subcontractors and/or outside associates or

consultants required by the Ford & Associates, Inc. in connection with the services covered by the contract will be limited to such individuals or firms as are specifically identified for each project performed under this contract. Any substitution of such subcontractors, associates, or consultants will be subject to the prior written approval of the City Manager or designee.

The Municipal Advisor shall require all subcontractors, outside associates and consultants employed in connection with the performance of this contract to comply fully with the terms and conditions of this contract between the City and the Municipal Advisor.

3. Limitations on Scope of Services.

- A. The Scope of Services is subject to the following limitations:
- B. The Scope of Services is limited solely to the services described therein and is subject to any limitations set forth within the description of the Scope of Services.
- C. Ford & Associates, Inc. does not and will not serve in the capacity of an underwriter or broker dealer at any time, or as a placement agent except as permitted by the SEC and/or the MSRB. Ford & Associates, Inc. services are limited to those of an advisor and consultant to the City for matters within the Scope of Services described herein.
- D. Unless otherwise provided in the Scope of Services described herein, Municipal Advisor is not responsible for validating data or financial information provided by the City, or for preparing any preliminary or final official statement, or for certifying as to the accuracy or completeness of any preliminary or final official statement, other than with respect to any information about Municipal Advisor provided by Municipal Advisor for inclusion in such documents.
- E. The Scope of Services does not include tax, legal, accounting, or engineering advice with respect to any Issue or Product or in connection with any opinion or certificate rendered by counsel or any other person at closing and does not include review or advice on any feasibility study.

4. Designation of Independent Registered Municipal Advisor.

The City has designated Ford & Associates, Inc. as its independent registered municipal advisor ("IRMA") for purposes of SEC Rule 15Ba1-1(d)(3)(vi) (the "IRMA exemption") with respect to the activities and aspects described in the Scope of Services, subject to any limitations with respect to such activities and services as may be described herein. Municipal Advisor is not responsible for verifying to another party wishing to rely on the exemption from the definition of municipal advisor afforded under the IRMA exemption that it is independent (within the meaning of the IRMA exemption as interpreted by the SEC) from such party. The City agrees not to represent, publicly or to any specific person, that Municipal Advisor is the City's IRMA with respect to any aspect of municipal financial products or the issuance of municipal securities, that is outside the Scope of Services without Municipal Advisor's prior written consent.

5. Amendment to Scope of Services.

The Scope of Services may be changed only by written amendment or supplement to the Scope of Services described herein and executed by the City and Municipal Advisor. The parties agree to amend or

supplement the Scope of Services described herein promptly to reflect any material changes or additions to the Scope of Services.

6. Compensation.

- A. Retainer.** For ongoing general advisory services, a quarterly retainer of [\$2,500.00] plus out-of-pocket expenses shall apply. Such retainer shall be paid on the first day of the quarter beginning [September 1, 2020] and shall include up to 15 hours of professional time. The retainer shall cover review of and assistance with the development of debt and/or derivative policies, rating surveillance, serving as the City's IRMA, debt monitoring for refinancing opportunities, capital planning, and other financial advisory services requested by the City which are not related to a specific issuance of long-term debt, or are related to a specific issuance of debt and such services are provided more than 120 days in advance of the sale date of such debt. The retainer does not include investment advisory services or services provided in conjunction with activities including, but not limited to, the execution or termination of derivatives and the defeasance of debt.

Annually, beginning on [September 1, 2021], the retainer fee shall be increased by the percentage increase, if any, in the Consumer Price Index-U.S. City Average-All Urban Customers-Services (1982-84=100), as published by the U.S. Department of Labor, Bureau of Labor Statistics (the "Index"), from the Index number of the Index most recently published prior to September 1, 2020 (the "Base Index Number"). Utilizing the Index most recently published prior to January 1, thereafter, beginning in 2021 (the "Current Index Number"), the foregoing adjustment shall be calculated and become effective for a particular year on the anniversary date of the contract first occurring on each such January 1 beginning in 2021. If at the time of calculation the Current Index Number is greater or less than the Base Index Number, the fees for the immediately ensuing year, beginning on each anniversary date, shall be increased or decreased, as the case may be, from the fees which were in effect on the Commencement Date of this Agreement by an amount equal to the percentage by which the Current Index Number exceeds or is less than the Base Index Number. All increases and decreases shall be counted to the nearest whole dollar. In the event the U.S. Department of Labor, Bureau of Labor Statistics, ceases to publish the CPI, the parties hereto agree to substitute another equally authoritative measure of change in the purchasing power of the U.S. dollar as may be then available as to carry out the intent of this provision.

- B. *Transactional Fees and Expenses.*** The fees due to Municipal Advisor for the services or activities provided by Municipal Advisor hereunder shall be, and expenses incurred by Municipal Advisor in connection with any services provided hereunder shall be reimbursed as follows:
- i. The following fees shall be paid to the Municipal Advisor for professional activities involving the structuring and sale of long-term, fixed-rate debt offered at competitive sale, negotiated sale, through bank loans, or through direct placement:

\$ 1.00/\$1,000	for proceeds up to	\$50,000,000
\$ 0.75/\$1,000	for proceeds up to	\$90,000,000
\$ 0.50/\$1,000	for proceeds over	\$90,000,000

These fees are due and payable only upon the completion of a transaction. These fees are subject to a minimum fee of \$25,000 per issue and apply to transaction-related services or activities performed by Municipal Advisor within 120 days of closing of the related transaction. Any services or activities related to a transaction that is performed more than 120 days prior to closing shall be billed at the hourly rates

shown in Section 6.E. herein. In the event that the City chooses not to complete a financing, the Municipal Advisor shall be compensated for the services or activities provided by the Municipal Advisor on the basis of hourly fees in accordance with the schedule contained in 6. E. below. Separate additional fees shall apply for issues of extraordinary complexity, including, but not limited to, charter school financings, variable-rate debt, derivative instruments, and public-private partnerships. Such additional fees must be specified and agreed to in writing by both the City and Municipal Advisor prior to the provision of such services.

For the purposes of this agreement, “amount of proceeds” shall mean the principal amount of bonds issued plus any original issue premium or minus any original issue discount.

Transactional out-of-pocket expenses incurred within 120 days of the sale of such debt shall be capped at \$3,000 per issue not including expenses for travel which shall be billed at cost. Extraordinary out-of-pocket expenses may be billed only with the approval of the City Manager or designee.

Any hourly fees paid to Municipal Advisor for work completed with respect to a particular issuance of debt within 120 days of the sale of such issue shall be credited against the fee, in accordance with the above schedule, due Ford & Associates, Inc. for the subject debt issue.

The City shall be under no obligation to undertake or complete any financing as described in Section 6.A. above during the term of the Agreement.

- C. Rating & Insurance Agency Presentations: For the preparation of, and assistance with, rating & insurance agency presentations, an initial fee of \$15,000 plus actual out-of-pocket expenses. Such fee includes multiple presentations to any rating agencies and/or bond insurance companies during a 120-day period. The fee for subsequent presentations occurring within 24 months of the initial presentation outlined above, the fee will be \$10,000 per event plus actual out-of-pocket expenses. For the purposes of this Section, the term “per event” means any presentations completed during a consecutive 120-day period using a common set of presentation materials.
- D. Fees for assisting with the investment of bond proceeds and/or refunding escrows, as outlined in 1.C.1 above, shall be as agreed upon in writing and any case shall be limited to those necessary to comply with the Safe Harbor provisions within the “Special rule for guaranteed investment contracts and investments purchased for a yield restricted defeasance escrow” under IRC 1.148-5 as a “qualified administrative cost”, or such lesser fee as agreed to by the City and the Municipal Advisor.
- E. Fees for serving as Qualified Independent Representative shall be agreed to by the City and by Municipal Advisor in writing prior to the delivery of such services.
- F. Fees for “Other Services” outlined in above shall be charged on an hourly basis, plus reasonable out of pocket expenses. Prior to incurring any such charges, the City and Municipal Advisor shall agree in writing to a scope of work for such other services and a not to exceed cost. The following hourly schedule shall be in effect:

i.	Senior Professional Staff	\$225/hour
iii.	Analyst Staff	\$150/hour
iv.	Administrative Staff	\$75/hour

- G. Payment for Costs and Expenses: Out-of-pocket expenses include, but are not limited to: travel, lodging, meals, postage, technology, long distance telephone and conference call charges, photocopying charges (at \$.10/page), facsimiles (at \$.50/page), and color copying/printing (\$1.20/page) shall be paid by the City at the scheduled closing of a debt transaction. In the event that such debt transaction does not close or during the provision of non-debt related services, such expenses shall not be billed more frequently than monthly.

Expenses for independent vendors which are incurred by the Municipal Advisor on behalf of the City (including, but not limited to: rating agencies, bond insurance companies, printing/electronic posting/ mailing of Official Statements and other such documents, publication of public notices, verification agents, trustees/registrars/paying agents, specialized computer services, internet services, and other similar services) shall be billed at cost by the Municipal Advisor and paid directly by the City to such vendors within 30 days after receipt of a statement therefore. All such expenses, with the exception of rating services, bond insurance policies, and printing/electronic posting/ mailing of Official Statements and other such documents, which exceed \$4,000.00, shall require the prior written approval by the City Manager or designee.

Upon mutual agreement the parties may elect to adjust the above fees from time to time.

7. Municipal Advisor's Regulatory Duties When Servicing the City.

MSRB Rule G-42 requires that Municipal Advisor make a reasonable inquiry as to the facts that are relevant to the City's determination whether to proceed with a course of action with a course of action or that form the basis for and advice provided by Municipal Advisor to the City. The rule also requires that Municipal Advisor undertake a reasonable investigation to determine that it is not basing any recommendation on materially inaccurate or incomplete information. Municipal Advisor is also required under the rule to use reasonable diligence to know the essential facts about the City and the authority of each person acting on the City's behalf.

8. Responsibilities of the City.

The City agrees to cooperate, and to cause its agents to cooperate, with Municipal Advisor in carrying out the regulatory duties identified in 7. above, including providing to Municipal Advisor accurate and complete information and reasonable access to relevant documents, other information and personnel needed to fulfill such duties. In addition, the City agrees that, to the extent the City seeks to have Municipal Advisor provide advice with regard to any recommendation made by a third party, the City will provide to Municipal Advisor written direction to do so as well as any information it has received from such third party relating to its recommendation. In so doing, the City agrees:

- A. To make available to the Municipal Advisor from its files and records, all data on hand referring to the proposed financing.
- B. To provide the services of the city attorney and of bond counsel for the preparation of resolutions or ordinances and all documents required for the authorization, validation and issuance of Obligations, including final legal opinion and a Standard 10(b)5 Opinion at the time of delivery of the Obligations.
- C. To institute, prosecute and carry to completion the necessary litigation for the validation of the proposed issues.

- D. To prepare, with Municipal Advisor's assistance as described herein, Official Statements, setting forth the details of the issue, including a full description of the economic and fiscal data of the City and all other pertinent details which will permit the City to comply with the Federal requirements for full disclosure. The Official Statement shall be available for distribution to all prospective purchasers.

9. Term of this Engagement.

The initial term of this agreement will be for five years from Effective Date and may be renewed for additional one-year periods thereafter unless terminated by the City. However, should either of the parties to the Agreement elect to terminate the Agreement, said Agreement may be terminated at any time, for cause or for convenience, by the electing party's provision of sixty (60) days written notice.

10. Limitation of Liability.

In the absence of willful misconduct, bad faith, negligence or reckless disregard of obligations or duties hereunder on the part of Municipal Advisor or any of its associated persons, Municipal Advisor and its associated persons shall have no liability to the City for loss arising out of any issuance of municipal securities, any municipal financial product or any other investment, or for any financial or other damages to the extent resulting from the City's election to act or not to act, as the case may be, contrary to any advice or recommendation provided by Municipal Advisor to the City. No recourse shall be had against Municipal Advisor for loss, damage, liability, cost or expense (whether direct, indirect or consequential) of the City arising out of or in defending, prosecuting, negotiating or responding to any inquiry, questionnaire, audit, suit, action, or other proceeding brought or received from the Internal Revenue Service in connection with any Issue or Product or otherwise relating to the tax treatment of any Issue or Product, or in connection with any opinion or certificate rendered by counsel or any other party, except to the extent such loss, damage, liability, cost or expense is attributable to the breach of the Municipal Advisor of its obligations to the City pursuant to this agreement and applicable by law. Notwithstanding the foregoing, nothing contained in this paragraph or elsewhere in this Agreement shall constitute a waiver by the City of any of its legal rights under applicable U.S. federal securities laws or any other laws whose applicability is not permitted to be contractually waived, nor shall it constitute a waiver or diminution of Ford's fiduciary duty to the City under Section 15B(c)(1) of the Securities Exchange Act of 1934, as amended, and the rules thereunder.

For consideration of receipt by Municipal Advisor from the City of \$10.00, Municipal Advisor agrees to indemnify and hold the City harmless from all claims for:

A. **Liability.** The Municipal Advisor shall indemnify and hold the City harmless from all claims for Fiduciary liability, personal injury and property damages that may arise from errors, omissions, or negligent acts of the Municipal Advisor or its consultants, employees or agents during the performance of services under this contract.

B. **Personal Property.** The Municipal Advisor shall save the City harmless from the claims of any person for loss, loss of use, or damage to the personal property of the Municipal Advisor, its agents, employees, consultants or subsidiaries that may arise from and be the proximate result of errors, omissions, or negligent acts of the Municipal Advisor or its consultants, employees, or agents during the performance of services under this contract.

11. Required Disclosures.

MSRB Rule G-42 requires that Municipal Advisor provide you with disclosures of material conflicts of interest and of information regarding certain legal events and disciplinary history. Such disclosures are provided in Municipal Advisor's Disclosure Statement delivered to the City together with this Agreement.

12. Waiver of Jury Trial.

EACH PARTY AGREES TO WAIVE ANY RIGHT TO A TRIAL BY JURY WITH RESPECT TO ANY CLAIM, COUNTERCLAIM OR ACTION ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THE RELATIONSHIP BETWEEN THE PARTIES.

13. Governing Laws and Venue.

This Agreement and all transactions contemplated by this Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of Florida without regard to principles of conflicts of laws. Venue for any action arising regarding this Agreement shall be in Okaloosa County, Florida.

14. Binding Effect; Assignment.

This Agreement shall be binding upon and inure to the benefit of the City and Municipal Advisor, their respective successors and permitted assigns; provided however, neither party may assign or transfer any of its rights or obligations hereunder without the prior written consent of the other party.

15. Entire Agreement.

This instrument, including all appendices hereto, contains the entire agreement between the parties relating to the rights herein granted and obligations herein assumed. This Agreement may not be amended, supplemented or modified except by means of a written instrument executed by both parties.

16. Severability.

If any provision of this Agreement is, or is held or deemed to be, invalid, inoperative or unenforceable as applied in any particular case in any jurisdiction or jurisdictions because it conflicts with any provisions of any constitution, statute, rule or public policy, or for any other reason, such circumstances shall not make the provision in question invalid, inoperative or unenforceable in any other case or circumstance, or make any other provision or provisions of this Agreement invalid, inoperative or unenforceable to any extent whatever.

17. No Third-Party Beneficiary.

This Agreement is made solely for the benefit of the parties and their respective successors and permitted assigns. Nothing in this Agreement, express or implied, is intended to confer on any person, other than the parties and their respective successors and permitted assigns, any rights, remedies, obligations or liabilities under or by reason of this Agreement.

18. Authority.

The undersigned represents and warrants that he has full legal authority to execute this Agreement on behalf of the City. The following individuals have the authority to direct Ford & Associates, Inc.'s performance of its activities under this Agreement.

19. Counterparts.

This Agreement may be executed in counterparts, each of which shall be an original, but which taken together, shall constitute one and the same instrument.

20. Sovereign Immunity.

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

21. IF MUNICIPAL ADVISOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE MUNICIPAL ADVISOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (850) 837-4242, (EMAIL), CITY OF DESTIN, CITY CLERK'S OFFICE, 4200 INDIAN BAYOU TRAIL, DESTIN, FL 32541. (CS/HB 273)

Municipal Advisor must comply with the public records laws, Chapter 119, F.S.; specifically Municipal Advisor and any subcontractors it employs must:

- i. Keep and maintain public records required by the City to perform the service.
- ii. Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in chapter 119 Florida Statutes or as otherwise provided by law.
- iii. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if Counsel does not transfer the records to the City.
- iv. Upon completion of the contract, transfer, at no cost, to the City all public records in possession of Municipal Advisor or keep and maintain public records required by the City to perform the service. If Municipal Advisor transfers all public records to the public agency upon completion of the contract, Municipal Advisor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Municipal Advisor keeps and maintains public records upon completion of the contract, Municipal Advisor shall meet all applicable requirements for retaining the public records. All records stored electronically must be provided to the public agency, upon the request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

ACCEPTED AND AGREED:

City of Destin, Florida

By: _____

Title: _____

Signature: _____

Date: _____

Ford & Associates, Inc.

By: Jonathan W. Ford_____

Title: Vice President_____

Signature: _____

Date: _____



July 15, 2020

This Disclosure Statement is provided by Ford and Associates, Inc. to the City of Destin, Florida (the "City") in connection with the Ford & Associates, Inc. Engagement Letter dated June 5, 2020 (the "Agreement") and is dated as of the same date as the Agreement. This Disclosure Statement provides information regarding conflicts of interest and legal or disciplinary events of Ford & Associates, Inc. required to be disclosed to the City pursuant to MSRB Rule G-42(b) and (c)(ii).

PART A – Disclosures of Conflicts of Interest

MSRB Rule G-42 requires that municipal advisors provide to their clients disclosures relating to any actual or potential material conflicts of interest, including certain categories of potential conflicts of interest identified in Rule G-42, if applicable. If no such material conflicts of interest are known to exist based on the exercise of reasonable diligence by the municipal advisor, municipal advisors are required to provide a written statement to that effect.

Material Conflicts of Interest – Ford & Associates, Inc. makes the disclosures set forth below with respect to material conflicts of interest in connection with the Scope of Services under this Agreement, together with explanations of how Ford & Associates, Inc. addresses or intends to manage or mitigate each conflict.

General Mitigation - General Mitigations – As general mitigations of Ford & Associates, Inc.'s conflicts, with respect to each of the conflicts disclosed below, Ford & Associates, Inc. mitigates such conflicts through its adherence to its fiduciary duty to the City, which includes a duty of loyalty to the City in performing all municipal advisory activities for the City of Destin, Florida. This duty of loyalty obligates Ford & Associates, Inc. to deal honestly and with the utmost good faith with the City and to act in the best interests of the City without regard to Ford & Associates, Inc.'s financial or other interests. Specific conflicts are as outlined below:

1. **Fee-Splitting Arrangements.** As outlined in the Ford & Associates, Inc. Engagement Letter between the City of Destin, Florida and Ford & Associates, Inc., from time to time, Ford & Associates may use FAI Capital Management or other sub-contractors acceptable to the City in the provision of the services of Qualified Independent Representative and with the investment of bond proceeds. In so doing, the City shall incur no additional costs for such services. FAI Capital Management, Inc. is an SEC registered investment advisor under common ownership as Ford & Associates, Inc.
2. **Compensation-Based Conflicts.**
 - a. For certain services relating to the issuance of debt, or the refinancing of existing debt, the fees due under this Agreement will be based on the size of the Issue and the payment of such fees shall be contingent upon the delivery of the Issue. While this

form of compensation is customary in the municipal securities market, this may present a conflict because it could create an incentive for Ford & Associates to recommend unnecessary financings or financings that are disadvantageous to the City, or to advise the City to increase the size of an issue. This conflict of interest is mitigated by the general mitigations described below.

- b. Other services under this Agreement are based on hourly fees of Ford & Associates' personnel, with the aggregate amount equaling the number of hours worked by such personnel times an agreed-upon hourly billing rate. This form of compensation presents a potential conflict of interest if the City and Ford & Associates, Inc. do not agree on a reasonable maximum amount at the outset of the engagement, because Ford & Associates, Inc. does not have a financial incentive to recommend alternatives that would result in fewer hours worked. This conflict of interest is mitigated by the general mitigations described below.

Other than as described above, there are no known material conflicts of interest known to Ford & Associates, Inc. in connection with the Scope of Services under this Agreement

PART B – Disclosures of Information Regarding Legal Events and Disciplinary History

MSRB Rule G-42 requires that municipal advisors provide to their clients certain disclosures of legal or disciplinary events material to the client's evaluation of the municipal advisor or the integrity of the municipal advisor's management or advisory personnel.

Accordingly, Ford & Associates, Inc. sets out below required disclosures and related information in connection with such disclosures.

1. **Material Legal or Disciplinary Event.** There are no legal or disciplinary events that are material to the City's evaluation of Ford & Associates, Inc. or the integrity of Ford & Associates, Inc.'s management or advisory personnel disclosed, or that should be disclosed, on any Form MA or Form MA-I filed with the SEC.
2. **How to Access Form MA and Form MA-I Filings.** Ford & Associates, Inc.'s most recent Form MA and each most recent Form MA-I filed with the SEC are available on the SEC's EDGAR system at:
<https://www.sec.gov/cgi-bin/browse-edgar?action=getcompany&CIK=0001620198>
3. **Most Recent Change in Legal or Disciplinary Event Disclosure.** Ford & Associates, Inc. has not made any material legal or disciplinary event disclosures on Form MA or any Form MA-I filed with the SEC.

PART C – Future Supplemental Disclosures

As required by MSRB Rule G-42, this Disclosure Statement may be supplemented or amended, from time to time as needed, to reflect changed circumstances resulting in new conflicts of interest or changes in the conflicts of interest described above, or to provide updated information with regard to any legal or disciplinary events of Ford & Associates, Inc. Ford & Associates, Inc. will provide the City with any such supplement or amendment as it becomes available throughout the term of the Agreement.

Dated: July 15, 2020

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: July 20, 2020**TYPE OF AGENDA ITEM:** Presentation

TO: City Council**THRU:** Matthew Pace, IT Manager
Krystal Strickland, Finance Director
Joey Forgione, Code Compliance Manager
Louis Zunguze, Community Development Director
Noell Bell, Chief Building Official
Webb Warren, Deputy City Manager
Lance Johnson, City Manager**FROM:** Webb Warren, Deputy City Manager**DATE:** 7/14/20**SUBJECT:** Compass (Energov) Project Update and Support Request

I. BACKGROUND: The Compass project has a target of January 2021 as a project go-live date. Due to COVID-19, the completion of this technology project has now become even more critical for the City and Community Development Department. This project will drastically improve our online service presence, minimize paper transactions and make our workforce more efficient overall, while improving our ability to function in telecommuting scenarios.

Our workforce has been significantly impacted by the pandemic. Staff has been forced to telecommute, reduce work hours and cope with other COVID-19 related absences. Due to these staff shortages and increasing complications, the Compass project is now in jeopardy of being delayed well into 2021.

II. DISCUSSION: Staff believes the COMPASS project should be completed in as timely a manner as possible. Staff requested that Tyler Technology (ENERGOV/COMPASS) provide a quote to provide additional Tyler configuration and project management resources for the City to keep the project moving as quickly as possible in these extremely challenging times.

The technology that this project will bring to the City of Destin will undoubtedly provide a safer work environment for our employees, residents and businesses during a pandemic and more efficient operations moving forward. This project is

one of management's top priorities in the City's FY2020 Strategic plan - "Acquire and deploy comprehensive municipal management software along with required training."

The City of Destin has been in coordination with Okaloosa County to seek out CARES Act funding. Staff believes this project will likely qualify for CARES Act Reimbursement.

ABOUT THE CARES ACT- The CARES Act established the \$150 billion Coronavirus Relief Fund.

The CARES Act requires that the payments from the Coronavirus Relief Fund only be used to cover expenses that—

1. are necessary expenditures incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19);
2. were not accounted for in the budget most recently approved as of March 27, 2020 (the date of enactment of the CARES Act) for the State or government; and
3. were incurred during the period that begins on March 1, 2020, and ends on December 30, 2020.

A. Link to Strategic Goals / Objectives: Management Objectives FY20 -Top Priority - Acquire and deploy comprehensive municipal management software along with required training.

B. Effect on Budget (EOB): Staff recommends an internal budget transfer (see details attached) in the amount of \$24,320 to the COMPASS/ENERGOV project. The amount will be submitted for CARES Act reimbursement. The additional contract services will be coded to Machinery and Equipment, as these services are part of the cost of installing a capital asset. ENERGOV is a capital asset comprised of hardware, software, and consulting services (labor) for installation.

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

III. CONCLUSION: Per the adopted FY20 Strategic Plan, the Compass/Energov project is a top priority management objective for the organization. Due to the Pandemic and in order for staff to complete this critical project in a timely manner, staff must have additional resources from Tyler Technologies, which is the software company contracted with for the Compass/Energov project. They have quoted a total of \$24,320 to assist with configuration needs.

IV. RECOMMENDED MOTION: I move to accept the recommended internal budget transfers within the IT Department to cover the amount necessary for additional consulting services to move the COMPASS/ENERGOV project forward as quickly as possible in an amount not to exceed \$24,320.

Attachments:

1. Destin Additional EnerGov
Configuration Services
2. 2020 0720 Budget Txfr for Addl
ENERGOV support



Quoted By: Cindy Chase
Date: 7/6/2020
Quote Expiration: 1/2/2021
Quote Name: Destin - EnerGov Configuration Time
Quote Number: 2020-112710
Quote Description: EnerGov Configuration Time

Sales Quotation For

City of Destin
4200 Indian Bayou Trl
Destin, FL 32541-4305
Phone +1 (850) 837-4242
Email: mpace@cityofdestin.com

Other Services

Description	Quantity	Unit Price	Unit Discount	Extended Price
EnerGov Configuration Assistance Time	136	\$160.00	\$0.00	\$21,760.00
Project Management Services	16	\$160.00	\$0.00	\$2,560.00
TOTAL:				\$24,320.00

Summary

	One Time Fees	Recurring Fees
Total Tyler Software	\$0.00	\$0.00
Total Tyler Services	\$24,320.00	\$0.00
Total 3rd Party Hardware, Software and Services	\$0.00	\$0.00
Summary Total	\$24,320.00	\$0.00
Contract Total	\$24,320.00	

Unless otherwise indicated in the contract or amendment thereto, pricing for optional items will be held for six (6) months from the Quote date or the Effective Date of the contract, whichever is later.

Customer Approval:	_____	Date:	_____
Print Name:	_____	P.O. #:	_____
All primary values quoted in US Dollars			

Comments

Client agrees that items in this sales quotation are, upon Client's signature or approval of same, hereby added to the existing agreement ("Agreement") between the parties and subject to its terms. Additionally, payment for said items, as applicable but subject to any listed assumptions herein, shall conform to the following terms:

- License fees for Tyler and third party software are invoiced upon the earlier of (i) deliver of the license key or (ii) when Tyler makes such software available for download by the Client;
- Fees for hardware are invoiced upon delivery;
- Fees for year one of hardware maintenance are invoiced upon delivery of the hardware;
- Annual Maintenance and Support fees, SaaS fees, Hosting fees, and Subscription fees are first payable when Tyler makes the software available for download by the Client (for Maintenance) or on the first day of the month following the date this quotation was signed (for SaaS, Hosting, and Subscription), and any such fees are prorated to align with the applicable term under the Agreement, with renewals invoiced annually thereafter in accord with the Agreement.
- Fees for services included in this sales quotation shall be invoiced as indicated below.
 - Implementation and other professional services fees shall be invoiced as delivered.
 - Fixed-fee Business Process Consulting services shall be invoiced 50% upon delivery of the Best Practice Recommendations, by module, and 50% upon delivery of custom desktop procedures, by module.
 - Fixed-fee conversions are invoiced 50% upon initial delivery of the converted data, by conversion option, and 50% upon Client acceptance to load the converted data into Live/Production environment, by conversion option. Where conversions are quoted as estimated, Tyler will invoice Client the actual services delivered on a time and materials basis.
 - Except as otherwise provided, other fixed price services are invoiced upon complete delivery of the service. For the avoidance of doubt, where "Project Planning Services" are provided, payment shall be invoiced upon delivery of the Implementation Planning document. Dedicated Project Management services, if any, will be invoiced monthly in arrears, beginning on the first day of the month immediately following initiation of project planning.
 - If Client has purchased any change management services, those services will be invoiced in accordance with the Agreement.
 - Notwithstanding anything to the contrary stated above, the following payment terms shall apply to services fees specifically for migrations: Tyler will invoice Client 50% of any Migration Fees listed above upon Client approval of the product suite migration schedule. The remaining 50%, by line item, will be billed upon the go-live of the applicable product suite. Tyler will invoice Client for any Project Management Fees listed above upon the go-live of the first product suite. Unless otherwise indicated on this Sales quotation, annual services will be invoiced in advance, for annual terms commencing on the date this sales quotation is signed by the Client. If listed annual service(s) is an addition to the same service presently existing under the Agreement, the first term of the added annual service will be prorated to expire coterminous with the existing annual term for the service, with renewals to occur as indicated in the Agreement.
- Expenses associated with onsite services are invoiced as incurred.

Tyler's quote contains estimates of the amount of services needed, based on our preliminary understanding of the size and scope of your project. The actual amount of services depends on such factors as your level of involvement in the project and the speed of knowledge transfer.

Unless otherwise noted, prices submitted in the quote do not include travel expenses incurred in accordance with Tyler's then-current Business Travel Policy.

Tyler's prices do not include applicable local, city or federal sales, use excise, personal property or other similar taxes or duties, which you are responsible for determining and

Comments

remitting. Installations are completed remotely, but can be done onsite upon request at an additional cost.

In the event Client cancels services less than two (2) weeks in advance, Client is liable to Tyler for (i) all non-refundable expenses incurred by Tyler on Client's behalf; and (ii) daily fees associated with the cancelled services if Tyler is unable to re-assign its personnel.

Implementation hours are scheduled and delivered in four (4) or eight (8) hour increments.

Tyler provides onsite training for a maximum of 12 people per class. In the event that more than 12 users wish to participate in a training class or more than one occurrence of a class is needed, Tyler will either provide additional days at then-current rates for training or Tyler will utilize a Train-the-Trainer approach whereby the client designated attendees of the initial training can thereafter train the remaining users.

Tyler's pricing is based on the scope of proposed products and services being obtained from Tyler. Should portions of the scope of products or services be removed by the Client, Tyler reserves the right to adjust prices for the remaining scope accordingly.

Development modifications, interfaces and services, where applicable, shall be invoiced to the client in the following manner: 50% of total upon authorized signature to proceed on program specifications and the remaining 50% of total upon delivery of modifications, interface and services.

CITY OF DESTIN Budget Amendment Form

Fiscal Year	2020	Short Description	COVID ADD'L ENERGOV SVC	Entity Code	1
Period	10	Effective Date	7/20/2020	Amendment Type*	1
Ref 1	BUA	Budget Year Code	1	Budget Projection Inclusion	One Time
Ref 2	ADJ				

*AMENDMENT TYPE: 1 = Exp/Exp or Rev/Rev, 2 = Exp/Rev, 3 = Exp/Rev one sided, 7 = Exp/Rev Inter fund, 8 = Exp/Exp Inter Fund

ORG	OBJECT	PROJECT	LINE DESCRIPTION	(I)ncrease (D)ecrease	AMOUNT	CURRENT AVAILABLE BUDGET	REVISED AVAILABLE BUDGET
0151932 IT Dept	564001 MACH/EQUIP	COVID	ADD'L ENERGOV INSTALL ASSISTANCE	I	\$ 24,320.00	\$ -	\$ 24,320.00
0151932 IT Dept	564001 MACH/EQUIP		ADD'L ENERGOV INSTALL ASSISTANCE	D	\$ 15,105.50	\$ 15,105.50	\$ -
0151932 IT Dept	552000 OP SUPPLIES		ADD'L ENERGOV INSTALL ASSISTANCE	D	\$ 9,214.50	\$ 12,542.22	\$ 3,327.72

	Initials	Date
Created by:	_____	_____
Entered by:	_____	_____
Approved by:	_____	_____

Note
Internal transfer of budget to rebalance the 0151932 IT DEPT org so future budget transfers and amendments to council may be more easily tracked

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: July 20, 2020

TYPE OF AGENDA ITEM: Action Item

TO: City Council

THRU: Webb Warren, Deputy City Manager
Kyle Bauman, City Attorney
Lance Johnson, City Manager

FROM: Krystal Strickland, Finance Director

DATE: 7/16/20

SUBJECT: Establish the FY2020 Tentative Millage Rate and Budget Public Hearing Dates

I. BACKGROUND: Chapter 200 of the Florida Statutes "Determination of Millage" sets a statutory timetable for the calculation and notification to the public of the process to set ad valorem tax millage rates and adopt a budget. The statute identifies the time frames and briefly describes the tasks to be accomplished during the timeframe.

Day 1/July 1 The property appraiser certifies the taxable value on the Certification of Taxable Value (Form DR-420) and delivers it to each taxing authority. The property appraiser also certifies Tax Increment Adjustment Worksheet (form DR-420TIF) for community redevelopment areas.

Day 35/Aug 4 Within 35 days of certification of value, each taxing authority certifies the completed DR-420, DR420MMP, and any additional forms (DR-420TIF) and returns them to the property appraiser. The taxing authority informs the property appraiser of the following:

- Prior year millage rate
- Current year proposed millage rate
- Current year rolled-back rate (calculated under F.S. 200.065)
- Date, time and meeting place of the tentative budget hearing

Day 55/Aug 24 In compliance with section F.S. 200.65, the property appraiser mails the TRIM notice within 55 days after certification of value. The TRIM notice publicizes this hearing.

Day 65-80/Sept 3-Sept 18 The tentative budget hearing must be held 65 to 80 days from the certification of taxable value. Hearings must take place Monday through Friday after 5:00 p.m. or any time on Saturday. At this hearing, the taxing authority:

- Amends the tentative budget
- Re-calculates the proposed millage rate and publicly announces the percentage, if any, by which the re-calculated proposed millage exceeds the rolled-back rate
- Adopts a tentative millage and budget

Staff recommend setting the tentative millage public hearing for September 8, 2020.

Day 95/Sept 18-Oct 3 Within 15 days after the tentative budget hearing, the taxing authority advertises its intent to adopt a final millage and budget. The public hearing must be held within two to five days after the advertisement appears in the newspaper. Within three days of the public hearing adopting the final millage rate and budget, the resolution or ordinance adopting the final millage rate must be sent to the property appraiser, the tax collector, and the Florida Department of Revenue.

Staff recommend setting the Final public hearing for September 21, 2020.

II. DISCUSSION: Finance has received the 2019 Certification of Taxable Value (form DR-420) from the County Appraiser. The 2019 gross taxable property value is \$5,684,250,956, representing an increase of \$293,466,043 (5.44%) from the 2019 Final Gross Taxable Property Value of \$5,390,784,913. Within 35 days (August 4) of receiving this certification of taxable value, the City must notify the Property Appraiser of its calculated rolled-back rate, its tentative millage rate, and the date of the City's first public hearing for the budget.

Rolled-Back Rate: The rolled-back rate is defined as the millage rate that would produce the same amount of ad valorem tax revenue as was levied during the prior year, exclusive of new construction, deletions, and boundary changes. Staff has calculated the rolled-back rate to be 1.5491 mills, which would generate \$8,805,473.

Tentative Millage: The tentative millage rate is important because once it is set it cannot be increased without the additional expense of a formal notification to each city taxpayer. Staff is in the process of formulating the proposed budget for FY2021. The proposed budget is being developed based upon retaining a millage rate of 1.6150 mills which incorporates capital and infrastructure renewals and replacement. Setting the tentative millage rate at 1.6150 mills will produce approximately \$9,180,065. As per the generally accepted practices, the City would budget 95%, or \$8,721,062. This represents a budgeted amount \$292,167 higher than the FY 2020 ad valorem distributed to the City.

Budget Public Hearings: Staff recommend the first public hearing on tentative millage rate and budget be held during the regular City Council meeting scheduled for September 8, 2020, and the second public hearing to adopt the final millage rate and budget be held at the September 21, 2020 Regular Council

Meeting. The City is required to notify the Property Appraiser of the date, time, and location of the City's first public hearing to publish on the tax bills. Any change in the meeting time for the first public hearing will require notice to each city property taxpayer. Staff requests that Council set the public hearing dates for the FY2021 Budget as follows:

Regular Council Meeting, Tuesday, September 8, 2020 at 6pm

Regular Council Meeting, Monday, September 21, 2020 at 6pm

According to the information currently available to the City our budget hearing dates do not conflict with the meeting dates of Okaloosa County School Board (07/27 and 09/14). They also do not conflict with the budget hearing dates for Okaloosa County (09/01 and 09/15).

A. Link to Strategic Goals / Objectives: Goal #1: Financially Sound City Providing Service Excellence

B. Effect on Budget (EOB): The adoption of the tentative millage rate is the first step in approving the FY2021 budget. There is no effect on our current budget.

C. Level of Service (LOS): Setting the tentative millage rate at 1.6150 will allow for planned increases in levels of service.

III. CONCLUSION: Staff respectfully request that Council set the FY2021 tentative millage rate for ad valorem at 1.6150 mills which is more than the roll-back rate of 1.5491 mills and confirm the date and times of the public hearings for the budget as listed above.

IV. RECOMMENDED MOTION: I move that Council set the tentative millage rate for ad valorem taxes at 1.6150 mills which is more than the roll-back rate of 1.5491 mills and confirm the date and times of the public hearings for the FY2021 Budget on September 8th and September 21st, 2020 at 6:00 PM.

Attachments:

1. 2020DR420 MM and TIF



Reset Form

Print Form

CERTIFICATION OF TAXABLE VALUEDR-420
R. 5/12
Rule 12D-16.002
Florida Administrative Code
Effective 11/12

Year : 2020	County : OKALOOSA
Principal Authority : CITY OF DESTIN	Taxing Authority : CITY OF DESTIN

SECTION I : COMPLETED BY PROPERTY APPRAISER

1.	Current year taxable value of real property for operating purposes	\$	5,584,490,720	(1)
2.	Current year taxable value of personal property for operating purposes	\$	99,760,236	(2)
3.	Current year taxable value of centrally assessed property for operating purposes	\$	0	(3)
4.	Current year gross taxable value for operating purposes <i>(Line 1 plus Line 2 plus Line 3)</i>	\$	5,684,250,956	(4)
5.	Current year net new taxable value (Add new construction, additions, rehabilitative improvements increasing assessed value by at least 100%, annexations, and tangible personal property value over 115% of the previous year's value. Subtract deletions.)	\$	31,181,038	(5)
6.	Current year adjusted taxable value <i>(Line 4 minus Line 5)</i>	\$	5,653,069,918	(6)
7.	Prior year FINAL gross taxable value from prior year applicable Form DR-403 series	\$	5,390,784,913	(7)
8.	Does the taxing authority include tax increment financing areas? If yes, enter number of worksheets (DR-420TIF) attached. If none, enter 0	☒ YES ☐ NO	Number 2	(8)
9.	Does the taxing authority levy a voted debt service millage or a millage voted for 2 years or less under s. 9(b), Article VII, State Constitution? If yes, enter the number of DR-420DEBT, <i>Certification of Voted Debt Millage</i> forms attached. If none, enter 0	☐ YES ☒ NO	Number 0	(9)
SIGN HERE	Property Appraiser Certification	I certify the taxable values above are correct to the best of my knowledge.		
	Signature of Property Appraiser:		Date :	
	Electronically Certified by Property Appraiser		6/17/2020 4:41 PM	

SECTION II : COMPLETED BY TAXING AUTHORITY

If this portion of the form is not completed in FULL your taxing authority will be denied TRIM certification and possibly lose its millage levy privilege for the tax year. If any line is not applicable, enter -0-.				
10.	Prior year operating millage levy <i>(If prior year millage was adjusted then use adjusted millage from Form DR-422)</i>	1.6150	per \$1,000	(10)
11.	Prior year ad valorem proceeds <i>(Line 7 multiplied by Line 10, divided by 1,000)</i>	\$	8,706,118	(11)
12.	Amount, if any, paid or applied in prior year as a consequence of an obligation measured by a dedicated increment value <i>(Sum of either Lines 6c or Line 7a for all DR-420TIF forms)</i>	\$	576,478	(12)
13.	Adjusted prior year ad valorem proceeds <i>(Line 11 minus Line 12)</i>	\$	8,129,640	(13)
14.	Dedicated increment value, if any <i>(Sum of either Line 6b or Line 7e for all DR-420TIF forms)</i>	\$	405,244,327	(14)
15.	Adjusted current year taxable value <i>(Line 6 minus Line 14)</i>	\$	5,247,825,591	(15)
16.	Current year rolled-back rate <i>(Line 13 divided by Line 15, multiplied by 1,000)</i>	1.5491	per \$1000	(16)
17.	Current year proposed operating millage rate	1.6150	per \$1000	(17)
18.	Total taxes to be levied at proposed millage rate <i>(Line 17 multiplied by Line 4, divided by 1,000)</i>	\$	9,180,065	(18)

Continued on page 2

19.	TYPE of principal authority (check one)		☐ County	☐ Independent Special District	(19)
			☒ Municipality	☐ Water Management District	
20.	Applicable taxing authority (check one)		☒ Principal Authority	☐ Dependent Special District	(20)
			☐ MSTU	☐ Water Management District Basin	
21.	Is millage levied in more than one county? (check one)		☐ Yes	☒ No	(21)
DEPENDENT SPECIAL DISTRICTS AND MSTUs				STOP HERE - SIGN AND SUBMIT	
22.	Enter the total adjusted prior year ad valorem proceeds of the principal authority, all dependent special districts, and MSTUs levying a millage. <i>(The sum of Line 13 from all DR-420 forms)</i>			\$ 8,129,640	(22)
23.	Current year aggregate rolled-back rate <i>(Line 22 divided by Line 15, multiplied by 1,000)</i>			1.5491 per \$1,000	(23)
24.	Current year aggregate rolled-back taxes <i>(Line 4 multiplied by Line 23, divided by 1,000)</i>			\$ 8,805,473	(24)
25.	Enter total of all operating ad valorem taxes proposed to be levied by the principal taxing authority, all dependent districts, and MSTUs, if any. <i>(The sum of Line 18 from all DR-420 forms)</i>			\$ 9,180,065	(25)
26.	Current year proposed aggregate millage rate <i>(Line 25 divided by Line 4, multiplied by 1,000)</i>			1.6150 per \$1,000	(26)
27.	Current year proposed rate as a percent change of rolled-back rate <i>(Line 26 divided by Line 23, minus 1, multiplied by 100)</i>			4.25 %	(27)
First public budget hearing		Date : 9/8/2020	Time : 6:00 PM CST	Place : City Hall Annex 4100 Indian Bayou Trail Destin, FL 32541	
S I G N H E R E	Taxing Authority Certification		I certify the millages and rates are correct to the best of my knowledge. The millages comply with the provisions of s. 200.065 and the provisions of either s. 200.071 or s. 200.081, F.S.		
	Signature of Chief Administrative Officer :			Date :	
	Title : LANCE JOHNSON CITY MANAGER		Contact Name and Contact Title : KRYSTAL STRICKLAND, FINANCE DIRECTOR		
	Mailing Address : 4200 INDIAN BAYOU TRAIL		Physical Address : 4200 INDIAN BAYOU TRAIL		
	City, State, Zip : DESTIN, FL 32541		Phone Number : 850.337.3146		Fax Number : 850.269.9890

CERTIFICATION OF TAXABLE VALUE INSTRUCTIONS

“Principal Authority” is a county, municipality, or independent special district (including water management districts).

“Taxing Authority” is the entity levying the millage. This includes the principal authority, any special district dependent to the principal authority, any county municipal service taxing unit (MSTU), and water management district basins.

Each taxing authority must submit to their property appraiser a DR-420 and the following forms, as applicable:

- DR-420TIF, Tax Increment Adjustment Worksheet
- DR-420DEBT, Certification of Voted Debt Millage
- DR-420MM-P, Maximum Millage Levy Calculation - Preliminary Disclosure

Section I: Property Appraiser

Use this DR-420 form for all taxing authorities except school districts. Complete Section I, Lines 1 through 9, for each county, municipality, independent special district, dependent special district, MSTU, and multicounty taxing authority. Enter only taxable values that apply to the taxing authority indicated. Use a separate form for the principal authority and each dependent district, MSTU and water management district basin.

Line 8

Complete a DR-420TIF for each taxing authority making payments to a redevelopment trust fund under Section 163.387 (2)(a), Florida Statutes or by an ordinance, resolution or agreement to fund a project or to finance essential infrastructure.

Check “Yes” if the taxing authority makes payments to a redevelopment trust fund. Enter the number of DR-420TIF forms attached for the taxing authority on Line 8. Enter 0 if none.

Line 9

Complete a DR-420DEBT for each taxing authority levying either a voted debt service millage (s.12, Article VII, State Constitution) or a levy voted for two years or less (s. 9(b), Article VII, State Constitution).

Check “Yes” if the taxing authority levies either a voted debt service millage or a levy voted for 2 years or less (s. 9(b), Article VII, State Constitution). These levies do not include levies approved by a voter referendum not required by the State Constitution. Complete and attach DR-420DEBT. Do not complete a separate DR-420 for these levies.

Send a copy to each taxing authority and keep a copy. When the taxing authority returns the DR-420 and the accompanying forms, immediately send the original to:

Florida Department of Revenue
Property Tax Oversight - TRIM Section
P. O. Box 3000
Tallahassee, Florida 32315-3000

Section II: Taxing Authority

Complete Section II. Keep one copy, return the original and one copy to your property appraiser with the applicable DR-420TIF, DR-420DEBT, and DR-420MM-P within 35 days of certification. Send one copy to the tax collector. “Dependent special district” (ss. 200.001(8)(d) and 189.403(2), F.S.) means a special district that meets at least one of the following criteria:

- The membership of its governing body is identical to that of the governing body of a single county or a single municipality.
- All members of its governing body are appointed by the governing body of a single county or a single municipality.
- During their unexpired terms, members of the special district's governing body are subject to removal at will by the governing body of a single county or a single municipality.
- The district has a budget that requires approval through an affirmative vote or can be vetoed by the governing body of a single county or a single municipality.

“Independent special district” (ss. 200.001(8)(e) and 189.403 (3), F.S.) means a special district that is not a dependent special district as defined above. A district that includes more than one county is an independent special district unless the district lies wholly within the boundaries of a single municipality.

“Non-voted millage” is any millage not defined as a “voted millage” in s. 200.001(8)(f), F.S.

Lines 12 and 14

Adjust the calculation of the rolled-back rate for tax increment values and payment amounts. See the instructions for DR-420TIF. On Lines 12 and 14, carry forward values from the DR-420TIF forms.

Line 24

Include only those levies derived from millage rates.



Reset Form

Print Form

MAXIMUM MILLAGE LEVY CALCULATION FINAL DISCLOSURE

For municipal governments, counties, and special districts

DR-420MM
R. 5/12
Rule 12D-16.002
Florida Administrative Code
Effective 11/12

Year : 2020		County : OKALOOSA	
Principal Authority : CITY OF DESTIN		Taxing Authority : CITY OF DESTIN	
1.	Is your taxing authority a municipality or independent special district that has levied ad valorem taxes for less than 5 years?	☐ Yes	☐ No (1)
IF YES, STOP STOP HERE. SIGN AND SUBMIT. You are not subject to a millage limitation.			
2.	Current year rolled-back rate from Current Year Form DR-420, Line 16	1.5491 per \$1,000	(2)
3.	Prior year maximum millage rate with a majority vote from 2018 , Form DR-420MM, Line 13	4.0523 per \$1,000	(3)
4.	Prior year operating millage rate from Current Year Form DR-420, Line 10	1.6150 per \$1,000	(4)
If Line 4 is equal to or greater than Line 3, skip to Line 11. If less, continue to Line 5.			
Adjust rolled-back rate based on prior year majority-vote maximum millage rate			
5.	Prior year final gross taxable value from Current Year Form DR-420, Line 7	\$ 5,390,784,913	(5)
6.	Prior year maximum ad valorem proceeds with majority vote (Line 3 multiplied by Line 5 divided by 1,000)	\$ 21,845,078	(6)
7.	Amount, if any, paid or applied in prior year as a consequence of an obligation measured by a dedicated increment value from Current Year Form DR-420 Line 12	\$ 576,478	(7)
8.	Adjusted prior year ad valorem proceeds with majority vote (Line 6 minus Line 7)	\$ 21,268,600	(8)
9.	Adjusted current year taxable value from Current Year form DR-420 Line 15	\$ 5,247,825,591	(9)
10.	Adjusted current year rolled-back rate (Line 8 divided by Line 9, multiplied by 1,000)	4.0528 per \$1,000	(10)
Calculate maximum millage levy			
11.	Rolled-back rate to be used for maximum millage levy calculation (Enter Line 10 if adjusted or else enter Line 2)	4.0528 per \$1,000	(11)
12.	Adjustment for change in per capita Florida personal income (See Line 12 Instructions)	1.0322	(12)
13.	Majority vote maximum millage rate allowed (Line 11 multiplied by Line 12)	4.1833 per \$1,000	(13)
14.	Two-thirds vote maximum millage rate allowed (Multiply Line 13 by 1.10)	4.6016 per \$1,000	(14)
15.	Current year adopted millage rate	0.0000 per \$1,000	(15)
16.	Minimum vote required to levy adopted millage: (Check one)		
☒	a. Majority vote of the governing body: Check here if Line 15 is less than or equal to Line 13. The maximum millage rate is equal to the majority vote maximum rate. Enter Line 13 on Line 17.		
☐	b. Two-thirds vote of governing body: Check here if Line 15 is less than or equal to Line 14, but greater than Line 13. The maximum millage rate is equal to adopted rate. Enter Line 15 on Line 17.		
☐	c. Unanimous vote of the governing body, or 3/4 vote if nine members or more: Check here if Line 15 is greater than Line 14. The maximum millage rate is equal to the adopted rate. Enter Line 15 on Line 17.		
☐	d. Referendum: The maximum millage rate is equal to the adopted rate. Enter Line 15 on Line 17.		
17.	The selection on Line 16 allows a maximum millage rate of (Enter rate indicated by choice on Line 16).	4.1833 per \$1,000	(17)
18.	Current year gross taxable value from Current Year Form DR-420, Line 4	\$ 5,684,250,956	(18)

Continued on page 2

Taxing Authority :		DR-420MM R. 5/12 Page 2	
19.	Current year adopted taxes <i>(Line 15 multiplied by Line 18, divided by 1,000).</i>	\$ 0	(19)
20.	Total taxes levied at the maximum millage rate <i>(Line 17 multiplied by Line 18, divided by 1,000).</i>	\$ 23,778,927	(20)
DEPENDENT SPECIAL DISTRICTS AND MSTUs		STOP HERE. SIGN AND SUBMIT.	
21.	Enter the current year adopted taxes of all dependent special districts & MSTUs levying a millage. <i>(The sum of all Lines 19 from each district's Form DR-420MM)</i>	\$ 0	(21)
22.	Total current year adopted taxes <i>(Line 19 plus Line 21).</i>	\$ 0	(22)
Total Maximum Taxes			
23.	Enter the taxes at the maximum millage of all dependent special districts & MSTUs levying a millage <i>(The sum of all Lines 20 from each district's Form DR-420MM).</i>	\$ 0	(23)
24.	Total taxes at maximum millage rate <i>(Line 20 plus Line 23).</i>	\$ 23,778,927	(24)
Total Maximum Versus Total Taxes Levied			
25.	Are total current year adopted taxes on Line 22 equal to or less than total taxes at the maximum millage rate on Line 24? (Check one)	☐ YES ☒ NO	(25)
S I G N H E R E	Taxing Authority Certification		I certify the millages and rates are correct to the best of my knowledge. The millages comply with the provisions of s. 200.065 and the provisions of either s. 200.071 or s. 200.081, F.S.
	Signature of Chief Administrative Officer :		Date :
	Title : LANCE JOHNSON CITY MANAGER	Contact Name and Contact Title : KRYSTAL STRICKLAND, FINANCE DIRECTOR	
	Mailing Address : 4200 INDIAN BAYOU TRAIL	Physical Address : 4200 INDIAN BAYOU TRAIL	
	City, State, Zip : DESTIN, FL 32541	Phone Number : 850.337.3146	Fax Number : 850.269.9890

Complete and submit this form to the Department of Revenue with the completed
 DR-487, Certification of Compliance, within 30 days of the final hearing.

**MAXIMUM MILLAGE LEVY CALCULATION
FINAL DISCLOSURE
INSTRUCTIONS**

DR-420MM
R. 5/12
Page 3

General Instructions

Each of the following taxing authorities must complete a DR-420MM.

- County
- Municipality
- Special district dependent to a county or municipality
- County MSTU
- Independent special district, including water management districts
- Water management district basin

Voting requirements for millages adopted by a two-thirds or a unanimous vote are based on the full membership of the governing body, not on the number of members present at the time of the vote.

This form calculates the maximum tax levy for 2019 allowed under s. 200.065(5), F.S. Counties and municipalities, including dependent special districts and MSTUs, which adopt a tax levy at the final hearing higher than allowed under s. 200.065, F.S., may be subject to the loss of their half-cent sales tax distribution.

DR-420MM shows the maximum millages and taxes levied based on your adoption vote. Each taxing authority must complete, sign, and submit this form to the Department of Revenue with their completed DR-487, *Certification of Compliance*, within 30 days of their final hearing.

Taxing authorities must also submit DR-487V, *Vote Record for Final Adoption of Millage Levy*. This form certifies to the Department of Revenue the vote on the resolution or ordinance stating the millage rate adopted at the final hearing.

Specific tax year references in this form are updated each year by the Department.

Line Instructions

Lines 5-10

Only taxing authorities that levied a 2018 millage rate less than their maximum majority vote rate must complete these lines. The adjusted rolled-back rate on Line 10 is the rate that would have been levied if the maximum vote rate for 2018 had been adopted. If these lines are completed, enter the adjusted rate on Line 11.

Line 12

This line is entered by the Department of Revenue. The same adjustment factor is used statewide by all taxing authorities. It is based on the change in per capita Florida personal income (s. 200.001(8)(i), F.S.), which Florida Law requires the Office of Economic and Demographic Research to report each year.

Lines 13 and 14

Millage rates are the maximum that could be levied with a majority or two-thirds vote of the full membership of the governing body. With a unanimous vote of the full membership (three-fourths vote of the full membership if the governing body has nine or more members) or a referendum, the maximum millage rate that can be levied is the taxing authority's statutory or constitutional cap.

Line 16

Check the box for the minimum vote necessary at the final hearing to levy your adopted millage rate.

Line 17

Enter the millage rate indicated by the box checked in Line 16. If the adopted millage rate is equal to or less than the majority vote maximum millage rate, enter the majority vote maximum. If a two-thirds vote, a unanimous vote, or a referendum is required, enter the adopted millage rate. For a millage requiring more than a majority vote, the adopted millage rate must be entered on Line 17, rather than the maximum rate, so that the comparisons on Lines 21 through 25 are accurate.



Reset Form

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MAXIMUM MILLAGE LEVY CALCULATION PRELIMINARY DISCLOSURE

For municipal governments, counties, and special districts

DR-420MM-P

R. 5/12

Rule 12D-16.002

Florida Administrative Code

Effective 11/12

Year: 2020		County: OKALOOSA	
Principal Authority : CITY OF DESTIN		Taxing Authority: CITY OF DESTIN	
1.	Is your taxing authority a municipality or independent special district that has levied ad valorem taxes for less than 5 years?	☐ Yes	☒ No (1)
IF YES,  STOP HERE. SIGN AND SUBMIT. You are not subject to a millage limitation.			
2.	Current year rolled-back rate from Current Year Form DR-420, Line 16	1.5491	per \$1,000 (2)
3.	Prior year maximum millage rate with a majority vote from 2018 Form DR-420MM, Line 13	4.0523	per \$1,000 (3)
4.	Prior year operating millage rate from Current Year Form DR-420, Line 10	1.6150	per \$1,000 (4)
If Line 4 is equal to or greater than Line 3, skip to Line 11. If less, continue to Line 5.			
Adjust rolled-back rate based on prior year majority-vote maximum millage rate			
5.	Prior year final gross taxable value from Current Year Form DR-420, Line 7	\$ 5,390,784,913	(5)
6.	Prior year maximum ad valorem proceeds with majority vote (Line 3 multiplied by Line 5 divided by 1,000)	\$ 21,845,078	(6)
7.	Amount, if any, paid or applied in prior year as a consequence of an obligation measured by a dedicated increment value from Current Year Form DR-420 Line 12	\$ 576,478	(7)
8.	Adjusted prior year ad valorem proceeds with majority vote (Line 6 minus Line 7)	\$ 21,268,600	(8)
9.	Adjusted current year taxable value from Current Year form DR-420 Line 15	\$ 5,247,825,591	(9)
10.	Adjusted current year rolled-back rate (Line 8 divided by Line 9, multiplied by 1,000)	4.0528	per \$1,000 (10)
Calculate maximum millage levy			
11.	Rolled-back rate to be used for maximum millage levy calculation (Enter Line 10 if adjusted or else enter Line 2)	4.0528	per \$1,000 (11)
12.	Adjustment for change in per capita Florida personal income (See Line 12 Instructions)	1.0322	(12)
13.	Majority vote maximum millage rate allowed (Line 11 multiplied by Line 12)	4.1833	per \$1,000 (13)
14.	Two-thirds vote maximum millage rate allowed (Multiply Line 13 by 1.10)	4.6016	per \$1,000 (14)
15.	Current year proposed millage rate	1.6150	per \$1,000 (15)
16.	Minimum vote required to levy proposed millage: (Check one)		
☒	a. Majority vote of the governing body: Check here if Line 15 is less than or equal to Line 13. The maximum millage rate is equal to the majority vote maximum rate. Enter Line 13 on Line 17.		
☐	b. Two-thirds vote of governing body: Check here if Line 15 is less than or equal to Line 14, but greater than Line 13. The maximum millage rate is equal to proposed rate. Enter Line 15 on Line 17.		
☐	c. Unanimous vote of the governing body, or 3/4 vote if nine members or more: Check here if Line 15 is greater than Line 14. The maximum millage rate is equal to the proposed rate. Enter Line 15 on Line 17.		
☐	d. Referendum: The maximum millage rate is equal to the proposed rate. Enter Line 15 on Line 17.		
17.	The selection on Line 16 allows a maximum millage rate of (Enter rate indicated by choice on Line 16)	4.1833	per \$1,000 (17)
18.	Current year gross taxable value from Current Year Form DR-420, Line 4	\$ 5,684,250,956	(18)

Continued on page 2

Taxing Authority : CITY OF DESTIN		DR-420MM-P R. 5/12 Page 2	
19.	Current year proposed taxes <i>(Line 15 multiplied by Line 18, divided by 1,000)</i>	\$ 9,180,065	(19)
20.	Total taxes levied at the maximum millage rate <i>(Line 17 multiplied by Line 18, divided by 1,000)</i>	\$ 23,778,927	(20)
DEPENDENT SPECIAL DISTRICTS AND MSTUs		STOP HERE. SIGN AND SUBMIT.	
21.	Enter the current year proposed taxes of all dependent special districts & MSTUs levying a millage. <i>(The sum of all Lines 19 from each district's Form DR-420MM-P)</i>	\$ 0	(21)
22.	Total current year proposed taxes <i>(Line 19 plus Line 21)</i>	\$ 9,180,065	(22)
Total Maximum Taxes			
23.	Enter the taxes at the maximum millage of all dependent special districts & MSTUs levying a millage <i>(The sum of all Lines 20 from each district's Form DR-420MM-P)</i>	\$ 0	(23)
24.	Total taxes at maximum millage rate <i>(Line 20 plus Line 23)</i>	\$ 23,778,927	(24)
Total Maximum Versus Total Taxes Levied			
25.	Are total current year proposed taxes on Line 22 equal to or less than total taxes at the maximum millage rate on Line 24? (Check one)	☒ YES ☐ NO	(25)
SIGN HERE	Taxing Authority Certification I certify the millages and rates are correct to the best of my knowledge. The millages comply with the provisions of s. 200.065 and the provisions of either s. 200.071 or s. 200.081, F.S.		
	Signature of Chief Administrative Officer :		Date :
	Title : LANCE JOHNSON CITY MANAGER	Contact Name and Contact Title : KRYSTAL STRICKLAND, FINANCE DIRECTOR	
	Mailing Address : 4200 INDIAN BAYOU TRAIL	Physical Address : 4200 INDIAN BAYOU TRAIL	
	City, State, Zip : DESTIN, FL 32541	Phone Number : 850.337.3146	Fax Number : 850.269.9890

Complete and submit this form DR-420MM-P, Maximum Millage Levy Calculation-Preliminary Disclosure, to your property appraiser with the form DR-420, Certification of Taxable Value.

**MAXIMUM MILLAGE LEVY CALCULATION
PRELIMINARY DISCLOSURE
INSTRUCTIONS**

DR-420MM-P
R. 5/12
Page 3

General Instructions

Each of the following taxing authorities must complete a DR-420MM-P.

- County
- Municipality
- Special district dependent to a county or municipality
- County MSTU
- Independent special district, including water management districts
- Water management district basin

Voting requirements for millages adopted by a two-thirds or a unanimous vote are based on the full membership of the governing body, not on the number of members present at the time of the vote.

This form calculates the maximum tax levy for 2019 allowed under s. 200.065(5), F.S. Counties and municipalities, including dependent special districts and MSTUs, which adopt a tax levy at the final hearing higher than allowed under s. 200.065, F.S., may be subject to the loss of their half-cent sales tax distribution.

DR-420MM-P shows the preliminary maximum millages and taxes levied based on your proposed adoption vote. Each taxing authority must complete, sign, and submit this form to their property appraiser with their completed DR-420, Certification of Taxable Value.

The vote at the final hearing and the resulting maximum may change. After the final hearing, each taxing authority will file a final Form DR-420MM, Maximum Millage Levy Calculation Final Disclosure, with Form DR-487, Certification of Compliance, with the Department of Revenue.

Specific tax year references in this form are updated each year by the Department.

Line Instructions

Lines 5-10

Only taxing authorities that levied a 2018 millage rate less than their maximum majority vote rate must complete these lines. The adjusted rolled-back rate on Line 10 is the rate that would have been levied if the maximum vote rate for 2018 had been adopted. If these lines are completed, enter the adjusted rate on Line 11.

Line 12

This line is entered by the Department of Revenue. The same adjustment factor is used statewide by all taxing authorities. It is based on the change in per capita Florida personal income (s. 200.001(8)(i), F.S.), which Florida Law requires the Office of Economic and Demographic Research to report each year.

Lines 13 and 14

Millage rates are the maximum that could be levied with a majority or two-thirds vote of the full membership of the governing body. With a unanimous vote of the full membership (three-fourths vote of the full membership if the governing body has nine or more members) or a referendum, the maximum millage rate that can be levied is the taxing authority's statutory or constitutional cap.

Line 16

Check the box for the minimum vote necessary at the final hearing to levy your adopted millage rate.

Line 17

Enter the millage rate indicated by the box checked in Line 16. If the proposed millage rate is equal to or less than the majority vote maximum millage rate, enter the majority vote maximum. If a two-thirds vote, a unanimous vote, or a referendum is required, enter the proposed millage rate. For a millage requiring more than a majority vote, the proposed millage rate must be entered on Line 17, rather than the maximum rate, so that the comparisons on Lines 21 through 25 are accurate.



Reset Form

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DR-420TIF

R. 6/10

Rule 12D-16.002

Florida Administrative Code

Effective 11/12

TAX INCREMENT ADJUSTMENT WORKSHEET

Year :	2020	County :	OKALOOSA
Principal Authority :	CITY OF DESTIN	Taxing Authority :	CITY OF DESTIN
Community Redevelopment Area :	Destin Town Center (DR)	Base Year :	1998

SECTION I : COMPLETED BY PROPERTY APPRAISER

1.	Current year taxable value in the tax increment area	\$	284,208,020	(1)
2.	Base year taxable value in the tax increment area	\$	94,996,840	(2)
3.	Current year tax increment value <i>(Line 1 minus Line 2)</i>	\$	189,211,180	(3)
4.	Prior year Final taxable value in the tax increment area	\$	260,761,856	(4)
5.	Prior year tax increment value <i>(Line 4 minus Line 2)</i>	\$	165,765,016	(5)

SIGN HERE	Property Appraiser Certification	I certify the taxable values above are correct to the best of my knowledge.	
	Signature of Property Appraiser : Electronically Certified by Property Appraiser	Date : 6/17/2020 4:41 PM	

SECTION II: COMPLETED BY TAXING AUTHORITY Complete EITHER line 6 or line 7 as applicable. Do NOT complete both.

6. If the amount to be paid to the redevelopment trust fund IS BASED on a specific proportion of the tax increment value:				
6a.	Enter the proportion on which the payment is based.		100.00 %	(6a)
6b.	Dedicated increment value <i>(Line 3 multiplied by the percentage on Line 6a)</i> <i>If value is zero or less than zero, then enter zero on Line 6b</i>	\$	189,211,180	(6b)
6c.	Amount of payment to redevelopment trust fund in prior year	\$	257,304	(6c)
7. If the amount to be paid to the redevelopment trust fund IS NOT BASED on a specific proportion of the tax increment value:				
7a.	Amount of payment to redevelopment trust fund in prior year	\$	0	(7a)
7b.	Prior year operating millage levy from Form DR-420, Line 10		0.0000 per \$1,000	(7b)
7c.	Taxes levied on prior year tax increment value <i>(Line 5 multiplied by Line 7b, divided by 1,000)</i>	\$	0	(7c)
7d.	Prior year payment as proportion of taxes levied on increment value <i>(Line 7a divided by Line 7c, multiplied by 100)</i>		0.00 %	(7d)
7e.	Dedicated increment value <i>(Line 3 multiplied by the percentage on Line 7d)</i> <i>If value is zero or less than zero, then enter zero on Line 7e</i>	\$	0	(7e)

S I G N H E R E	Taxing Authority Certification	I certify the calculations, millages and rates are correct to the best of my knowledge.		
	Signature of Chief Administrative Officer :		Date :	
	Title : LANCE JOHNSON CITY MANAGER		Contact Name and Contact Title : KRYSTAL STRICKLAND, FINANCE DIRECTOR	
	Mailing Address : 4200 INDIAN BAYOU TRAIL		Physical Address : 4200 INDIAN BAYOU TRAIL	
	City, State, Zip : DESTIN, FL 32541		Phone Number : 850.337.3146	Fax Number : 850.269.9890

TAX INCREMENT ADJUSTMENT WORKSHEET INSTRUCTIONS

Property appraisers must complete and sign Section I of this worksheet and provide it with form DR-420, *Certification of Taxable Value*, to all taxing authorities who make payments to a redevelopment trust fund under:

- s. 163.387(2)(a), Florida Statutes, or
- An ordinance, resolution, or agreement to fund a project or to finance essential infrastructure.

“Tax increment value” is the cumulative increase in taxable value from the base year to the current year within the defined geographic area. It is used to determine the payment to a redevelopment trust fund under:

- s. 163.387(1), F.S. or
- An ordinance, resolution, or agreement to fund a project or finance essential infrastructure. In this case, the taxing authority must certify the boundaries and beginning date to the property appraiser.

“Dedicated increment value” is the portion of the tax increment value used to determine the payment to the redevelopment trust fund. (See s. 200.001(8)(h), F.S.) Calculate the dedicated increment value on this form and enter on either Line 6b or Line 7e.

“Specific proportion,” used to determine whether to complete Line 6 or Line 7, refers to the calculation of the tax increment payment. Examples:

- Example 1.
Section 163.387(1), F.S., states the payment made by the taxing authority should equal 95% of the millage levied times the tax increment value. The specific proportion in this case is 95%. The ordinance providing for the payment may set a percentage lower than 95%. In these cases, the lower percentage would be the specific proportion.
- Example 2.
Some required tax increment payments are not directly related to the tax increment value. A constant dollar payment is a payment not based on a specific proportion of the tax increment value. Line 7 converts these payments into a proportion based on the prior year's payment and tax increment value to reach the current year's dedicated increment value.

Section I: Property Appraiser

A. Complete Section I of this form for each county, municipality, independent special district, dependent special district, and MSTU that:

- Has a tax increment value and
- Is not exempted from making payments to a community redevelopment trust fund based on tax increments (s. 163.387(2)(c), F.S.).

If a taxing authority has more than one tax increment value, they must complete a separate form for each tax increment value. Send a copy to each taxing authority with the DR-420 and keep a copy. When the taxing authority returns the completed forms, immediately send the original to:

Florida Department of Revenue
Property Tax Oversight Program - TRIM Section
P. O. Box 3000
Tallahassee, Florida 32315-3000

B. Enter only tax increment values that apply to the value located within the taxing authority indicated.

Section II: Taxing Authority

Complete Section II of the form, keep one copy, and return the original and one copy to your property appraiser with DR-420 within 35 days of certification. Send one copy to your tax collector.

Additional Instructions for Lines 6 and 7

Complete Line 6 if the payment into the redevelopment trust fund is a specific proportion of the tax increment value.

Complete Line 7 if the payment is based on a calculation other than a specific proportion. Do not complete both Lines 6 and 7.



Reset Form

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DR-420TIF

R. 6/10

Rule 12D-16.002

Florida Administrative Code

Effective 11/12

TAX INCREMENT ADJUSTMENT WORKSHEET

Year : 2020	County : OKALOOSA
Principal Authority : CITY OF DESTIN	Taxing Authority : CITY OF DESTIN
Community Redevelopment Area : Destin Harbor (DH)	Base Year : 2003

SECTION I : COMPLETED BY PROPERTY APPRAISER

1.	Current year taxable value in the tax increment area	\$	412,283,708	(1)
2.	Base year taxable value in the tax increment area	\$	196,250,561	(2)
3.	Current year tax increment value <i>(Line 1 minus Line 2)</i>	\$	216,033,147	(3)
4.	Prior year Final taxable value in the tax increment area	\$	403,591,578	(4)
5.	Prior year tax increment value <i>(Line 4 minus Line 2)</i>	\$	207,341,017	(5)

SIGN HERE	Property Appraiser Certification	I certify the taxable values above are correct to the best of my knowledge.	
	Signature of Property Appraiser : Electronically Certified by Property Appraiser	Date : 6/17/2020 4:41 PM	

SECTION II: COMPLETED BY TAXING AUTHORITY Complete EITHER line 6 or line 7 as applicable. Do NOT complete both.

6. If the amount to be paid to the redevelopment trust fund IS BASED on a specific proportion of the tax increment value:				
6a.	Enter the proportion on which the payment is based.		100.00 %	(6a)
6b.	Dedicated increment value <i>(Line 3 multiplied by the percentage on Line 6a)</i> <i>If value is zero or less than zero, then enter zero on Line 6b</i>	\$	216,033,147	(6b)
6c.	Amount of payment to redevelopment trust fund in prior year	\$	319,174	(6c)
7. If the amount to be paid to the redevelopment trust fund IS NOT BASED on a specific proportion of the tax increment value:				
7a.	Amount of payment to redevelopment trust fund in prior year	\$	0	(7a)
7b.	Prior year operating millage levy from Form DR-420, Line 10		0.0000 per \$1,000	(7b)
7c.	Taxes levied on prior year tax increment value <i>(Line 5 multiplied by Line 7b, divided by 1,000)</i>	\$	0	(7c)
7d.	Prior year payment as proportion of taxes levied on increment value <i>(Line 7a divided by Line 7c, multiplied by 100)</i>		0.00 %	(7d)
7e.	Dedicated increment value <i>(Line 3 multiplied by the percentage on Line 7d)</i> <i>If value is zero or less than zero, then enter zero on Line 7e</i>	\$	0	(7e)

S I G N H E R E	Taxing Authority Certification		I certify the calculations, millages and rates are correct to the best of my knowledge.	
	Signature of Chief Administrative Officer :			Date :
	Title : LANCE JOHNSON CITY MANAGER		Contact Name and Contact Title : KRYSTAL STRICKLAND, FINANCE DIRECTOR	
	Mailing Address : 4200 INDIAN BAYOU TRAIL		Physical Address : 4200 INDIAN BAYOU TRAIL	
	City, State, Zip : DESTIN, FL 32541		Phone Number : 850.337.3146	Fax Number : 850.269.9890

TAX INCREMENT ADJUSTMENT WORKSHEET INSTRUCTIONS

Property appraisers must complete and sign Section I of this worksheet and provide it with form DR-420, *Certification of Taxable Value*, to all taxing authorities who make payments to a redevelopment trust fund under:

- s. 163.387(2)(a), Florida Statutes, or
- An ordinance, resolution, or agreement to fund a project or to finance essential infrastructure.

“Tax increment value” is the cumulative increase in taxable value from the base year to the current year within the defined geographic area. It is used to determine the payment to a redevelopment trust fund under:

- s. 163.387(1), F.S. or
- An ordinance, resolution, or agreement to fund a project or finance essential infrastructure. In this case, the taxing authority must certify the boundaries and beginning date to the property appraiser.

“Dedicated increment value” is the portion of the tax increment value used to determine the payment to the redevelopment trust fund. (See s. 200.001(8)(h), F.S.) Calculate the dedicated increment value on this form and enter on either Line 6b or Line 7e.

“Specific proportion,” used to determine whether to complete Line 6 or Line 7, refers to the calculation of the tax increment payment. Examples:

- Example 1.
Section 163.387(1), F.S., states the payment made by the taxing authority should equal 95% of the millage levied times the tax increment value. The specific proportion in this case is 95%. The ordinance providing for the payment may set a percentage lower than 95%. In these cases, the lower percentage would be the specific proportion.
- Example 2.
Some required tax increment payments are not directly related to the tax increment value. A constant dollar payment is a payment not based on a specific proportion of the tax increment value. Line 7 converts these payments into a proportion based on the prior year's payment and tax increment value to reach the current year's dedicated increment value.

Section I: Property Appraiser

A. Complete Section I of this form for each county, municipality, independent special district, dependent special district, and MSTU that:

- Has a tax increment value and
- Is not exempted from making payments to a community redevelopment trust fund based on tax increments (s. 163.387(2)(c), F.S.).

If a taxing authority has more than one tax increment value, they must complete a separate form for each tax increment value. Send a copy to each taxing authority with the DR-420 and keep a copy. When the taxing authority returns the completed forms, immediately send the original to:

Florida Department of Revenue
Property Tax Oversight Program - TRIM Section
P. O. Box 3000
Tallahassee, Florida 32315-3000

B. Enter only tax increment values that apply to the value located within the taxing authority indicated.

Section II: Taxing Authority

Complete Section II of the form, keep one copy, and return the original and one copy to your property appraiser with DR-420 within 35 days of certification. Send one copy to your tax collector.

Additional Instructions for Lines 6 and 7

Complete Line 6 if the payment into the redevelopment trust fund is a specific proportion of the tax increment value.

Complete Line 7 if the payment is based on a calculation other than a specific proportion. Do not complete both Lines 6 and 7.



CERTIFICATION OF FINAL TAXABLE VALUE

[Reset Form](#)[Print Form](#)

DR-422
R. 5/13
Rule 12D-16.002
Florida Administrative Code
Effective 5/13
Provisional

Year : 2020	County : OKALOOSA	Is VAB still in session? ☐ Yes ☐ No
Principal Authority : CITY OF DESTIN		Check type : ☐ School District ☐ County ☒ Municipality ☐ Independent Special District ☐ Water Management District
Taxing Authority : CITY OF DESTIN		Check type : ☒ Principal Authority ☐ MSTU ☐ Dependent Special District ☐ Water Management District Basin

SECTION I : COMPLETED BY PROPERTY APPRAISER

1.	Current year gross taxable value from Line 4, Form DR-420	\$ 5,684,250,956	(1)
2.	Final current year gross taxable value from Form DR-403 Series	\$ 0	(2)
3.	Percentage of change in taxable value <i>(Line 2 divided by Line 1, minus 1, multiplied by 100)</i>	-100.00 %	(3)

The taxing authority must complete this form and return it to the property appraiser by _____ time _____ date

SIGN HERE	Property Appraiser Certification	I certify the taxable values above are correct to the best of my knowledge.	
	Signature of Property Appraiser :	Date :	

SECTION II : COMPLETED BY TAXING AUTHORITY

MILLAGE RATE ADOPTED BY RESOLUTION OR ORDINANCE AT FINAL BUDGET HEARING UNDER s. 200.065(2)(d), F.S.

If this portion of the form is not completed in full your taxing authority will be denied TRIM certification and possibly lose its millage levy privilege for the tax year. *If any line is inapplicable, enter N/A or -0-.*

Non-Voted Operating Millage Rate (from resolution or ordinance)

4a.	County or municipal principal taxing authority	0.0000	per \$1,000	(4a)
4b.	Dependent special district	0.0000	per \$1,000	(4b)
4c.	Municipal service taxing unit (MSTU)	0.0000	per \$1,000	(4c)
4d.	Independent Special District	0.0000	per \$1,000	(4d)
4e.	School district	Required Local Effort	0.0000	per \$1,000 (4e)
		Capital Outlay	0.0000	per \$1,000
		Discretionary Operating	0.0000	per \$1,000
		Discretionary Capital Improvement	0.0000	per \$1,000
			0.0000	
		Additional Voted Millage	0.0000	per \$1,000
4f.	Water management district	District Levy	0.0000	per \$1,000 (4f)
		Basin	0.0000	per \$1,000

Are you going to adjust adopted millage ?

☐ YES☐ NO

If No, STOP HERE, Sign and Submit.

<http://dor.myflorida.com/dor/property/trim>



CERTIFICATION OF FINAL TAXABLE VALUE

[Reset Form](#)[Print Form](#)

DR-422
R. 5/13
Rule 12D-16.002
Florida Administrative Code
Effective 5/13
Provisional

Year : 2020	County : OKALOOSA	Is VAB still in session? ☐ Yes ☐ No
Principal Authority : CITY OF DESTIN	Check type : ☐ School District ☐ County ☒ Municipality ☐ Independent Special District ☐ Water Management District	
Taxing Authority : CITY OF DESTIN	Check type : ☒ Principal Authority ☐ MSTU ☐ Dependent Special District ☐ Water Management District Basin	

SECTION I : COMPLETED BY PROPERTY APPRAISER

1.	Current year gross taxable value from Line 4, Form DR-420	\$	5,684,250,956	(1)
2.	Final current year gross taxable value from Form DR-403 Series	\$	0	(2)
3.	Percentage of change in taxable value <i>(Line 2 divided by Line 1, minus 1, multiplied by 100)</i>		-100.00 %	(3)

The taxing authority must complete this form and return it to the property appraiser by _____ time _____ date

SIGN HERE	Property Appraiser Certification	I certify the taxable values above are correct to the best of my knowledge.	
	Signature of Property Appraiser :	Date :	

SECTION II : COMPLETED BY TAXING AUTHORITY

MILLAGE RATE ADOPTED BY RESOLUTION OR ORDINANCE AT FINAL BUDGET HEARING UNDER s. 200.065(2)(d), F.S.

If this portion of the form is not completed in full your taxing authority will be denied TRIM certification and possibly lose its millage levy privilege for the tax year. *If any line is inapplicable, enter N/A or -0-.*

Non-Voted Operating Millage Rate (from resolution or ordinance)

4a.	County or municipal principal taxing authority	0.0000	per \$1,000	(4a)
4b.	Dependent special district	0.0000	per \$1,000	(4b)
4c.	Municipal service taxing unit (MSTU)	0.0000	per \$1,000	(4c)
4d.	Independent Special District	0.0000	per \$1,000	(4d)
4e.	School district	Required Local Effort	0.0000	per \$1,000 (4e)
		Capital Outlay	0.0000	per \$1,000
		Discretionary Operating	0.0000	per \$1,000
		Discretionary Capital Improvement	0.0000	per \$1,000
			0.0000	
		Additional Voted Millage	0.0000	per \$1,000
4f.	Water management district	District Levy	0.0000	per \$1,000 (4f)
		Basin	0.0000	per \$1,000

Are you going to adjust adopted millage ?

☐ YES☐ NO

If No, STOP HERE, Sign and Submit.

Taxing Authority :		DR-422 R. 5/13 Page 2	
COUNTIES, MUNICIPALITIES, SCHOOLS, and WATER MANAGEMENT DISTRICTS may adjust the non-voted millage rate only if the percentage on Line 3 is greater than plus or minus 1% . (s. 200.065(6), F.S)			
5.	Unadjusted gross ad valorem proceeds <i>(Line 1 multiplied by Line 4a, 4e, or 4f as applicable, divided by 1,000)</i>	\$ 0	(5)
6.	Adjusted millage rate (Only if Line 3 is greater than plus or minus 1%) <i>(Line 5 divided by Line 2 multiplied by 1,000)</i>	0.0000 per \$1000	(6)
MSTUs, DEPENDENT SPECIAL DISTRICTS , and INDEPENDENT SPECIAL DISTRICTS may adjust the non-voted millage rate only if the percentage on Line 3 is greater than plus or minus 3% (s. 200.065(6), F.S.)			
7.	Unadjusted gross ad valorem proceeds <i>(Line 1 multiplied by Line 4b, 4c, or 4d as applicable, divided by 1,000)</i>	\$ 0	(7)
8.	Adjusted Millage rate (Only if Line 3 is greater than plus or minus 3%) <i>(Line 7 divided by Line 2, multiplied by 1,000)</i>	0.0000 per \$1000	(8)
SIGNATURE	Taxing Authority Certification		I certify the millages and rates are correct to the best of my knowledge. The millages comply with the provisions of s. 200.065 and the provisions of either s. 200.071 or s. 200.081, F.S.
	Signature of Chief Administrative Officer :		Date :
	Title : LANCE JOHNSON CITY MANAGER	Contact Name and Contact Title : KRYSTAL STRICKLAND, FINANCE DIRECTOR	
	Mailing Address : 4200 INDIAN BAYOU TRAIL	Physical Address : 4200 INDIAN BAYOU TRAIL	
	City, State, Zip : DESTIN, FL 32541	Phone Number : 850.337.3146	Fax Number : 850.269.9890

INSTRUCTIONS

SECTION I: Property Appraiser

1. Initiate a separate DR-422 form for each DR-420, Certification of Taxable Value, and DR-420S, Certification of School Taxable Value, submitted.
2. Complete Section 1 and sign.
3. Send the original to the taxing authority and keep a copy.

SECTION II: Taxing Authority

1. Complete Section II and sign.
2. Return the original to the property appraiser.
3. Keep a copy for your records.
4. Send a copy to the tax collector.
5. Send a copy with the DR-487, Certification of Compliance, to the Department of Revenue at the address below. Send separately if the DR-487 was previously sent to the Department.

Florida Department of Revenue
Property Tax Oversight - TRIM Section
P. O. Box 3000
Tallahassee, Florida 32315 - 3000

All taxing authorities must complete Line 4, millages adopted by resolution/ordinance at final budget hearing.

Counties, municipalities, schools, and water management districts may complete Line 5 and Line 6 only when Line 3 is greater than plus or minus 1%. (s. 200.065(6), F.S.)

MSTUs, dependent special districts, and independent special districts may adjust the non-voted millage rate only when Line 3 is greater than plus or minus 3%. (s. 200.065(6), F.S.)

Adjusted millage rate must comply with statutes. The adjusted millage rate entered on Line 6 or Line 8 cannot exceed the rate allowed by other provisions of law or the state constitution.

Multi-county and water management districts must complete a separate DR-422 for each county.

All TRIM forms for taxing authorities are available on our website at

<http://dor.myflorida.com/dor/property/trim>

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: July 20, 2020

TYPE OF AGENDA ITEM: City Manager Report

TO: City Council

THRU: Lance Johnson, City Manager
 Webb Warren, Deputy City Manager
 Krystal Strickland, Finance Director

FROM: Michael Burgess, Public Services Director

DATE: 07/09/2020

SUBJECT: Re-striping of Calhoun Ave and Sibert Ave, authorization to issue task order

I. BACKGROUND: The traffic striping on Calhoun Avenue and Sibert Avenue is faded, and many pavement markings are worn and/or chipped. In addition, Raised Pavement Markers (RPMs) will be installed to replace those that are faded or missing.

Calhoun would be re-striped and have new RPMs installed from US98 to Benning Drive for \$36,240.00 (~7600 ft).

Sibert would be striped and have new RPMs installed from Calhoun Avenue to Kelly Street for \$24,156.00 (~4300ft).

II. DISCUSSION: Calhoun Avenue and Sibert Avenue are both classified as "collector" streets, meaning that they are subject to a higher number of trips per day than "local" streets. In the interest of public safety, it is important that cities hold roadway striping in the same regard as signage.

The attached quotes (ATT1) include center and edge striping, stop bars, crosswalks, messaging, etc. The existing contract with Coastline (dba Emerald Coast) Striping is attached as ATT2.

Please note that the \$1.10/ft price for 6" thermoplastic includes the thermoplastic and reflective beads (\$0.85 + \$0.25).

A. Link to Strategic Goals / Objectives: Public Safety

B. Effect on Budget (EOB): Staff wish to issue a purchase order in the amount of \$60,396 to authorize the work described.

ORG	31054162	FY20 Original Appropriation:	\$ 714,617
	Gas Tax #1	Previous Expenses/Encumbrances:	\$ 166,906
OBJ	565000	Available Program Budget:	\$ 547,711
PROJ	PW612		
		This Work Authorization:	\$ 60,396
		FY20 Remaining Program Budget:	\$ 487,315

C. Level of Service (LOS): Re-striping these streets and installing new RPMs will provide for improved day- and night-time visibility of the driving surface.

III. CONCLUSION: Re-striping these two collector-class streets will improve both day- and night-time lane visibility. The existing thermoplastic on both streets is faded, worn or chipped. Many of the RPMs along both roadways are either faded or missing.

IV. RECOMMENDED MOTION: I move that the City Manager be authorized to execute a task order to Emerald Coast Striping to install new roadway markings on Calhoun Avenue and Sibert Avenue in an amount not to exceed \$60,396.00.

Attachments:

1. ATT1: Road Striping Proposals
Calhoun and Sibert FY20
2. ATT2: Coastline dba Emerald Coast
Striping 2015 Misc Road Striping
3. ATT3: Coastline Striping 2019-2020
Extension

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

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

Proposal

DATE July 8, 2020
Quotation # Calhoun (98 to Benning)

Proposal To:
City of Destin

Comments or special instructions:

All Maintenance of Traffic to be provided by General Contractor including the final lift.

Emerald Coast Striping's MOT rates (if needed) are listed below.

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 (no temp paint)	LF	15060	\$1.10	\$16,566.00
6" Solid Yellow, Standard Thermoplastic (no temp paint)	LF	15060	\$1.10	\$16,566.00
12" Solid White, Standard Thermoplastic (no temp paint)	SF	60	\$4.00	\$240.00
24" Solid White, Standard Thermoplastic (no temp paint)	SF	208	\$4.00	\$832.00
Standard Thermoplastic Directional Arrow (no temp paint)	SF	17	\$4.00	\$68.00
Standard Thermoplastic Message (no temp paint)	SF	22	\$4.00	\$88.00
Reflective Pavement Markers (install)	EA	376	\$5.00	\$1,880.00
			TOTAL	\$ 36,240.00

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 July 8, 2020
Quotation # Sibert Ave (Calhoun to Kelly St.)

Proposal To:
City of Destin

Comments or special instructions:

All Maintenance of Traffic to be provided by General Contractor including the final lift.

Emerald Coast Striping's MOT rates (if needed) are listed below.

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 (no temp paint)	LF	8480	\$1.10	\$9,328.00
6" Solid Yellow, Standard Thermoplastic (no temp paint)	LF	8480	\$1.10	\$9,328.00
12" Solid White, Standard Thermoplastic (no temp paint)	SF	368	\$4.00	\$1,472.00
24" Solid White, Standard Thermoplastic (no temp paint)	SF	742	\$4.00	\$2,968.00
Reflective Pavement Markers (install)	EA	212	\$5.00	\$1,060.00
			TOTAL	\$ 24,156.00

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:

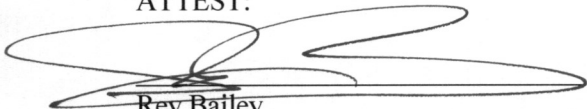
Greg Kisela
4200 Indian Bayou Trail
Destin, Florida 32541

As to the Contractor:

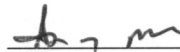
Emerald Coast Striping LLC, dba Coastline Striping
8840 Fowler Avenue
Pensacola, FL 32534

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:

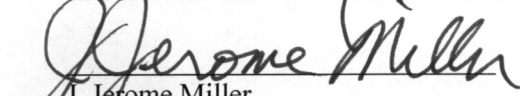

Rey Bailey
City Clerk

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:

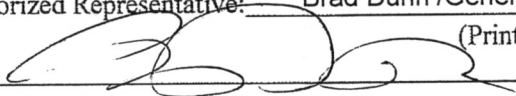
In accordance with your request for Bids, instructions and specifications, attached hereto, and subject to all conditions thereof, I(we), the undersigned, hereby propose and agree if this Bid is accepted, to contract with the City of Destin, Florida to construct any items or furnish any service requested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

(Print or Type)

Signature: 

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

CONTRACT EXTENSION AGREEMENT

This agreement dated the Twenty-second day of October 2019 is between the City of Destin, Florida ("City"), a Florida municipal corporation, of 4200 Indian Bayou Trail, Destin, Florida, 32541 and Emerald Coast Striping dba Coastline Striping, Inc. The purpose of this agreement is to extend for one year a contract for services dated September 22, 2015 between the City of Destin and Emerald Coast Striping dba Coastline Striping, Inc to provide miscellaneous services for the City.

The following provision amends the contract of the parties and is binding upon them. The Parties mutually agree to add a jury trial waiver, and a public records provision, as follows:

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.

Public Records:

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

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

- Keep and maintain public records that ordinarily and necessarily would be required by the City of Destin in order to perform the service.
- Shall immediately provide the City Clerk for the City with any documents requested by the Clerk in response to a public records request.
- 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.
- Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.

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

- 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.

It is expressly agreed by the parties that this contract is an extension to the Contract dated September 22, 2015 and the original is made a part hereof as though expressly rewritten, incorporated, and included herein.

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

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

Witnesses:

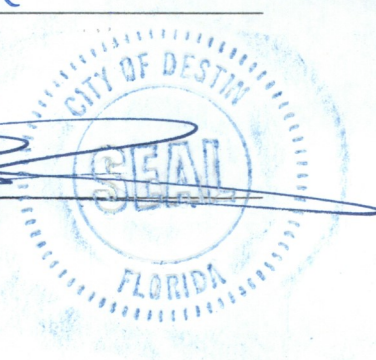
Erica Givens
(Signature)

[Signature]
(Signature)

City of Destin

By: Lance Johnson
Lance Johnson
City Manager

ATTEST: [Signature]
Rey Bailey
City Clerk



Witnesses:

Faith Cooke
(Signature)

Don W. Thomas
(Signature)

Emerald Coast Striping dba Coastline Striping, Inc

By: [Signature]
(Signature)
Jason Bense - Owner
(Name & Title)

ATTEST: [Signature]
(Signature)

Patrick Neville - Owner
(Name & Title)

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: July 20, 2020

TYPE OF AGENDA ITEM: City Manager Report

TO: City Council

THRU: Lance Johnson, City Manager
Webb Warren, Deputy City Manager
Krystal Strickland, Finance Director

FROM: Michael Burgess, Public Services Director

DATE: 07/14/2020

SUBJECT: Installation of Indoor Air Quality Units at 4 City facilities, authorization for the City Manager to execute a task order

I. BACKGROUND: Due to the recent rise in COVID-19 cases in our area and in an attempt to provide the safest public facilities for our employees, citizens and guests the Department of Public Works has obtained quotes for installed air quality units to be placed in 4 City of Destin facilities.

II. DISCUSSION: The devices proposed for installation produce an electrical field that inactivates mold spores, viruses and bacteria. These devices will be placed in the returns of the facility's HVAC units.

The GPS-2400 series of products are designed to be mounted inside of fan coils, heatpumps and air handlers up to 2,400 CFM or 6 tons.

Facilities slated for the installation of these devices include City Hall, City Hall Annex, Library and Community Center.

Quotes for the units (by building) are included as ATT1 and the provider's contract and price list included as ATT2.

A. Link to Strategic Goals / Objectives: Public Safety

B. Effect on Budget (EOB): Please find attached an internal budget transfer form to create budget to install the described devices in the four city facilities. Certain accounts with projected available budget will be decreased in an amount equal to the amount needed for the installation. The

expenditure for each building will be coded as COV19 items and submitted for potential reimbursement through the CARES act or other grant.

C. **Level of Service (LOS):** Improved Air Quality at four City facilities.

III. CONCLUSION: As providing a safe environment for our City employees, citizens and guests is paramount to our mission, the installation of these devices will contribute to improved air quality not only in the light of the recent pandemic, but will also serve as a long-term solution for other airborne pathogens (flu, cold, allergens, etc.)

IV. RECOMMENDED MOTION: I move that the City Manager be authorized to execute a task order with D&D Air Conditioning, Heating & Electrical Services to install Indoor Air Quality Units at four City facilities in an amount not to exceed \$18,140.40.

Attachments:

1. ATT1: Indoor Air Quality Unit
Quotes for 072020 CC meeting
2. ATT2: DD Air Conditioning 2019
2020 Service Contract
3. 2020 0720 Budget Txfr for Air Qual
Devices



P.O. Box 5239 Destin, FL 32540
Voice: (850) 650-3995 Fax: (850) 650-4454

A/C Contractor • Electrical Contractor • Commercial & Residential Service
Licensed • CAC057538 • EC13001418 • Insured

Proposal # 72313

Phone: (850) 837-6869	Date: 7/9/2020
Job Name / Location	
Destin Library 150 Sibert Ave Destin, FL 32541 UV Lights	

Description	Qty/Hours	Unit Price	20% Markup	Rate	Total:
Proposal per the following scope of work:					
Install (5) GPS IAQ lights in air handlers units					
Below Price Includes:					
- (5) GPS-2400 Cold Plasma Air Purifications Devices					
- Labor					
Mechanical Service Call Trip Fee (per job)	1			35.00	35.00
Mechanical Service Work Lead Technician	10			65.00	650.00
GPS-2400 Cold Plasma Air Purifications Device	5	472.00	94.40	566.40	2,832.00

Total: \$3,517.00

All material is guaranteed to be as specified. All work to be completed in a professional manner according to standard practices. Any alteration from above specifications involving extra costs will be executed only upon written orders and will become extra charge over and above estimate.

Authorized Signature: 

NOTE: Proposal Valid for 30 days.

Payment to be made as follows: _____ on Acceptance _____ on Rough In 100% on Completion

Acceptance of Proposal - The above prices, specs and conditions are hereby accepted. You are authorized to do the work specified. Payment to be made as outlined above.

Acceptance Date: _____ Acceptance Signature: _____

We look forward to doing business w/you!



P.O. Box 5239 Destin, FL 32540
Voice: (850) 650-3995 Fax: (850) 650-4454

A/C Contractor • Electrical Contractor • Commercial & Residential Service
Licensed • CAC057538 • EC13001418 • Insured

Proposal # 72314

Phone: (850) 837-6869	Date: 7/9/2020
Job Name / Location	
City of Destin 4100 Indian Bayou Trail Destin, FL 32541 UV Lights	

Description	Qty/Hours	Unit Price	20% Markup	Rate	Total:
Proposal per the following scope of work:					
Install (5) GPS IAQ lights in air handlers units					
Below Price Includes:					
- (5) GPS-2400 Cold Plasma Air Purifications Devices					
- Labor					
Mechanical Service Call Trip Fee (per job)	1			35.00	35.00
Mechanical Service Work Lead Technician	10			65.00	650.00
GPS-2400 Cold Plasma Air Purifications Device	5	472.00	94.40	566.40	2,832.00

Total: \$3,517.00

All material is guaranteed to be as specified. All work to be completed in a professional manner according to standard practices. Any alteration from above specifications involving extra costs will be executed only upon written orders and will become extra charge over and above estimate.

Authorized Signature: jm

NOTE: Proposal Valid for 30 days.

Payment to be made as follows: _____ on Acceptance _____ on Rough In 100% on Completion

Acceptance of Proposal - The above prices, specs and conditions are hereby accepted. You are authorized to do the work specified. Payment to be made as outlined above.

Acceptance Date: _____ Acceptance Signature: _____

We look forward to doing business w/you!



P.O. Box 5239 Destin, FL 32540
Voice: (850) 650-3995 Fax: (850) 650-4454

A/C Contractor • Electrical Contractor • Commercial & Residential Service
Licensed • CAC057538 • EC13001418 • Insured

Proposal # 72315

Phone: (850) 837-6869	Date: 7/9/2020
Job Name / Location	
City of Destin / City Hall 4200 Indian Bayou Trail Destin, FL 32541 UV Lights	

Description	Qty/Hours	Unit Price	20% Markup	Rate	Total:
Proposal per the following scope of work:					
Install (6) GPS IAQ lights in air handlers units					
Below Price Includes:					
- (6) GPS-2400 Cold Plasma Air Purifications Devices					
- Labor					
Mechanical Service Call Trip Fee (per job)	1			35.00	35.00
Mechanical Service Work Lead Technician	12			65.00	780.00
GPS-2400 Cold Plasma Air Purifications Devices	6	472.00	94.40	566.40	3,398.40

Total: \$4,213.40

All material is guaranteed to be as specified. All work to be completed in a professional manner according to standard practices. Any alteration from above specifications involving extra costs will be executed only upon written orders and will become extra charge over and above estimate.

Authorized Signature: 

NOTE: Proposal Valid for 30 days.

Payment to be made as follows: _____ on Acceptance _____ on Rough In 100% on Completion

Acceptance of Proposal - The above prices, specs and conditions are hereby accepted. You are authorized to do the work specified. Payment to be made as outlined above.

Acceptance Date: _____ Acceptance Signature: _____

We look forward to doing business w/you!



P.O. Box 5239 Destin, FL 32540
Voice: (850) 650-3995 Fax: (850) 650-4454

A/C Contractor • Electrical Contractor • Commercial & Residential Service
Licensed • CAC057538 • EC13001418 • Insured

Proposal # 72316

Phone: (850) 837-6869	Date: 7/9/2020
Job Name / Location	
Destin Community Center 101 Stahlman Ave Destin, FL 32541 UV Lights	

Description	Qty/Hours	Unit Price	20% Markup	Rate	Total:
Proposal per the following scope of work:					
Install (9) GPS IAQ lights in air handlers units					
Below Price Includes:					
- (7) GPS-2400 Cold Plasma Air Purifications Devices					
- (2) GPS-FC4800-AC Plasma Air Purification Devices					
- Labor					
Mechanical Service Call Trip Fee (per job)	1			35.00	35.00
Mechanical Service Work Lead Technician	18			65.00	1,170.00
GPS-2400 Cold Plasma Air Purifications Devices	7	472.00	94.40	566.40	3,964.80
GPS-FC4800-AC Plasma Air Purification Devices	2	718.00	143.60	861.60	1,723.20

Total: \$6,893.00

All material is guaranteed to be as specified. All work to be completed in a professional manner according to standard practices. Any alteration from above specifications involving extra costs will be executed only upon written orders and will become extra charge over and above estimate.

Authorized Signature: 

NOTE: Proposal Valid for 30 days.

Payment to be made as follows: _____ on Acceptance _____ on Rough In 100% on Completion

Acceptance of Proposal - The above prices, specs and conditions are hereby accepted. You are authorized to do the work specified. Payment to be made as outlined above.

Acceptance Date: _____ Acceptance Signature: _____

We look forward to doing business w/you!

CITY OF DESTIN, FLORIDA

CONTRACT

MISCELLANEOUS ELECTRICAL CONTINUING SERVICES CONTRACT

On December 2, 2019, THE CITY COUNCIL OF THE CITY OF DESTIN, FLORIDA, herein referred to as the **City**, accepted the bid of D & D Air Conditioning, Heating & Electrical Services, herein referred to as the **Contractor**, to supply miscellaneous electrical services for City properties. The Contractor's Cost Schedule for the terms of their engagement is included in their entirety by reference at Exhibit "A" and as completely as if incorporated herein.

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

1. Entire Contract:

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

2. Intent of Contract:

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

3. Term of Contract and Time Extensions:

This contract will be in effect from January 1, 2020 through September 30, 2020 and is for supplying the City with miscellaneous electrical services.

4. Time for Performance:

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

5. Compensation:

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

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

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

6. Changes in the Work:

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

7. Insurance:

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

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

8. Indemnification:

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

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

9. Licensing:

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

10. Cancellation:

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

11. Performance of Work/Responsibilities:

For each task, the Contractor will be issued a work order by the City's Public Services Director or designee. The Public Services Director or designee will issue verbal work orders only in emergency situations. The Contractor shall commence work in a reasonable length of time and shall complete the

work in an expeditious manner. In emergency situations, the Contractor shall endeavor to commence work immediately. All work shall be done under the supervision of the City's Public Services Director or designated representative. The performance of Work and responsibilities hereto are outlined and made a part hereof as identified in Exhibit "A".

12. Termination for Default:

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

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

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

Except as otherwise directed by the City Manager, or in the case of termination for default (in which event the Contractor may be entitled to cure, at the option of the City Manager), the Contractor shall stop work on the date of receipt of the notice or other date specified in the notice, place no further orders or subcontract for materials, services, or facilities except as are necessary for the completion of such portion of the work not terminated, and terminate all contractor and subcontracts and settle all outstanding liabilities and claims.

In the event that any termination for default shall be found to be improper or invalid by any court of competent jurisdiction, then such termination shall be deemed to have been a termination for convenience.

13. Termination for Convenience:

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

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

14. Disclosure:

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

15. Miscellaneous:

15.1 Governing Law

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

15.2 Severability

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

15.3 Sovereign Immunity

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

15.4 Construction

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

15.5 Jury Trial Waiver

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

15.6 Attorney's Fees

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

15.7 Notices

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

15.8 Public Records

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

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

As to the City:

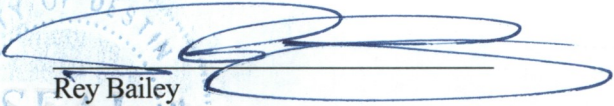
Lance Johnson
4200 Indian Bayou Trail
Destin, Florida 32541

As to the Contractor:

D & D Air Conditioning,
Heating & Electrical Services
PO Box 5239
Destin, FL 32540

IN WITNESS WHEREOF, the City hereunto caused these presents to be subscribed and the Contractor has affixed their name and seal, this the 19th day of DECEMBER, 2019.

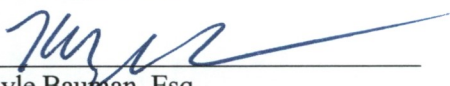
ATTEST:


Rey Bailey
City Clerk

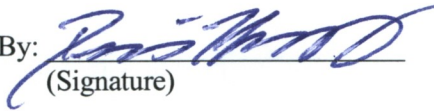
CITY OF DESTIN

By: 
Lance Johnson
City Manager

As to Legal Form:

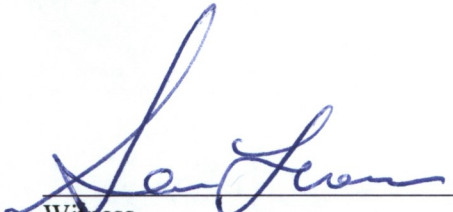

Kyle Bauman, Esq.
City Attorney

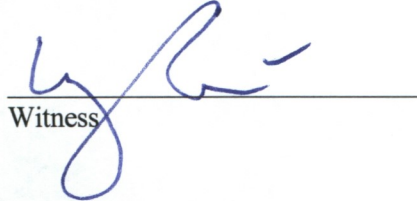
D & D Air Conditioning, Heating & Electrical Services
CONTRACTOR:

By: 
(Signature)

Dennis Thomas
(Printed Name)

Its: president
(Title)


Witness


Witness

Bid Form Page 1

EXHIBIT A

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

PART I Bid submitted by:

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

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

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

Bid Form Page 2

City of Destin, Florida

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

Bid Form Page 5

PART III Certifications:

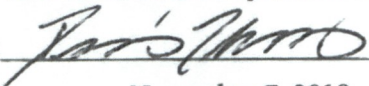
In accordance with your request for Bids, instructions and specifications, attached hereto, and subject to all conditions thereof, I(we), the undersigned, hereby propose and agree if this Bid is accepted, to contract with the City of Destin, Florida to construct any items or furnish any service requested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

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

Signature and Certification:

Name and Title of Authorized Representative: Dennis Thomas - President

(Print or Type)

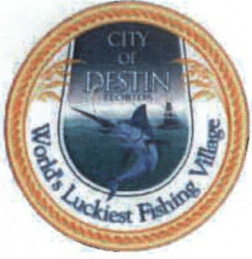
Signature: 

Date of Bid: November 7, 2019

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

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

END OF BID FORM



Public Works Department

4200 Indian Bayou Trail | Destin, FL 32541 | Phone: 850-837-6869 | Fax: 850-837-9693 | www.cityofdestin.com

December 5, 2019

D&D Air Conditioning, Heating & Electrical Services
PO Box 5239
Destin, FL 32540

SUBJECT: Contract Award

Congratulations on being selected to provide Miscellaneous Electrical Services for the City of Destin! I have enclosed the contract approved by City Council on December 2, 2019. Please sign in the locations at the bottom of the document and forward both originals along with your current Certificate of Insurance back to my office. We will gather the additional signatures and return an original of the completed document to your office.

Please ensure you obtain **three different signatures** as required.

If you need additional information or would like to contact me concerning this matter, you may reach me at 850-837-6869 or at mburgess@cityofdestin.com.

Sincerely,

Michael G. Burgess MS, PH, CSM, CFM
Director of Public Works
City of Destin, FL

Attachment:
Contract - 2 Originals



CITY OF DESTIN Budget Amendment Form

Fiscal Year	2020	Short Description	AIR QUALITY	Entity Code	1
Period	10	Effective Date	7/20/2020	Amendment Type*	1
Ref 1	BUA	Budget Year Code	1	Budget Projection Inclusion	One Time
Ref 2	ADJ				

*AMENDMENT TYPE: 1 = Exp/Exp or Rev/Rev, 2 = Exp/Rev, 3 = Exp/Rev one sided, 7 = Exp/Rev Inter fund, 8 = Exp/Exp Inter Fund

ORG	OBJECT	PROJECT	LINE DESCRIPTION	(I)ncrease (D)ecrease	AMOUNT	CURRENT AVAILABLE BUDGET	REVISED AVAILABLE BUDGET
0151110 GF City Council	548000 PROMOTIONS		INTERNAL TXFR FOR AIR QUAL FIXTURE	D	\$ 3,517.00	\$ 23,626.00	\$ 20,109.00
0151110 GF City Council	564000 FIXTURES	COV19	INTERNAL TXFR FOR AIR QUAL FIXTURE	I	\$ 3,517.00	\$ -	\$ 3,517.00
0151322 GF Admin	547000 PRINTING/BINDING		INTERNAL TXFR FOR AIR QUAL FIXTURE	D	\$ 4,213.40	\$ 6,645.23	\$ 2,431.83
0151322 GF Admin	564000 FIXTURES	COV19	INTERNAL TXFR FOR AIR QUAL FIXTURE	I	\$ 4,213.40	\$ -	\$ 4,213.40
0157180 GF Library	534000 CONTRACT SVCS		INTERNAL TXFR FOR AIR QUAL FIXTURE	D	\$ 3,517.00	\$ 23,626.00	\$ 20,109.00
0157180 GF Library	564000 FIXTURES	COV19	INTERNAL TXFR FOR AIR QUAL FIXTURE	I	\$ 3,517.00	\$ -	\$ 3,517.00
0157587 GF Com Ctr	563000 INFRASTRUCTURE		INTERNAL TXFR FOR AIR QUAL FIXTURE	D	\$ 6,893.00	\$ 23,626.00	\$ 16,733.00
0157587 GF Com Ctr	564000 FIXTURES	COV19	INTERNAL TXFR FOR AIR QUAL FIXTURE	I	\$ 6,893.00	\$ -	\$ 6,893.00

	Initials	Date
Created by:	_____	_____
Entered by:	_____	_____
Approved by:	_____	_____

Note
Internal transfer of budget for D&D Proposals 72313 to 72316 to install Plasma Air Purificaiton Devices in the Annex, City Hall, Library, and Community Center

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: July 20, 2020

TYPE OF AGENDA ITEM: Announcement

TO: City Council

THRU:

FROM:

DATE:

SUBJECT: Direction on Future COVID-19 Measures

I. BACKGROUND: The City has received many requests from the public to consider implementing various preventative measures related to the corona-virus. We are asking if Council would like staff to bring back any related recommendations for consideration at a future meeting.

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: July 20, 2020

TYPE OF AGENDA ITEM: City Manager Report

TO: City Council

THRU:

FROM:

DATE:

SUBJECT: Announcements:

1. A workshop to discuss DFCD potential use of a portion of Clement Taylor Park is currently scheduled for Monday July 27th. With the current COVID-19 trends is this still ok with the Council or would you like to postpone?
 2. We are operating on skeleton crews at City Hall and the City Hall Annex. We encourage the public to utilize our online services and to be patient as we try to keep up with priority services.
-

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: July 20, 2020

TYPE OF AGENDA ITEM: Public Hearing

TO: City Council

THRU: Lance Johnson, City Manager

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

DATE:

SUBJECT: Second reading of Ordinance 20-21-CN - Amending Article VII "General Provisions" of the City Charter to create a new section prohibiting the vacation of waterfront rights-of-way; providing for a referendum on the charter amendment; providing for a ballot question; providing for a vote at the November 3, 2020 General Election on whether to prohibit the vacation of waterfront rights-of-way in the City of Destin

I. BACKGROUND: Per the prior direction of the City Council at the June 15, 2020 City Council meeting, the attached ordinance proposes to ask the voters whether to amend the City Charter to prohibit the vacation of waterfront rights-of-way.

II. DISCUSSION:

Ordinance 20-21-CN, if approved by a majority of voters on November 3, 2020 would amend the charter such that the following language would be added:

The City of Destin is prohibited from abandoning, giving up, or vacating any public right-of-way if the right-of-way shares any boundary with a water body. For purposes of this Section 7.05, public right-of-way includes property upon which the public has only the limited legal right to access, pass-through and traverse, and does not include any other property in which the City has an ownership interest.

The language sent to the voters would be as follows:

OFFICIAL BALLOT

**AMENDING THE CHARTER TO PROHIBIT VACATION
OF WATERFRONT PUBLIC CITY RIGHTS- OF-WAY**

SHALL THE CITY OF DESTIN’S CHARTER BE AMENDED TO PROHIBIT THE CITY FROM ABANDONING, GIVING UP, OR VACATING, ANY PUBLIC RIGHTS-OF-WAYS THAT SHARE ANY BOUNDARY WITH A WATER BODY?

THE PUBLIC RIGHT-OF-WAYS DESCRIBED IN THIS AMENDMENT INCLUDE ONLY PROPERTY WHICH WAS INTENDED OR DEDICATED FOR USE AS A ROADWAY OR PEDESTRIAN WALKWAY, WHETHER OR NOT SUCH ROADWAY OR WALKWAY WAS CONSTRUCTED.

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

III. CONCLUSION: Ordinance 20-21-CN proposes to ask the voters whether to amend the City Charter to prohibit the vacation of waterfront rights-of-way. The right-of-way covered by the prohibition would be only those City rights-of-way that were intended or dedicated for use as roadways or sidewalks, whether or not the road or sidewalk was ever actually built.

IV. RECOMMENDED MOTION: I move to approve Ordinance 20-21-CN on second reading.

Attachments:

1. 20-21-CN Charter Ordinance
Waterfront ROW (3)

ORDINANCE NO. 20-21-CN

AN ORDINANCE OF THE CITY OF DESTIN, FLORIDA AMENDING ARTICLE VII “GENERAL PROVISIONS” OF THE CITY CHARTER TO CREATE A NEW SECTION PROHIBITING THE VACATION OF WATERFRONT RIGHT-OF-WAY; PROVIDING FOR A REFERENDUM ON THE CHARTER AMENDMENT; PROVIDING FOR A BALLOT QUESTION; PROVIDING FOR A VOTE AT THE NOVEMBER 3, 2020 GENERAL ELECTION ON WHETHER TO PROHIBIT THE VACATION OF WATERFRONT RIGHT-OF-WAY IN THE CITY OF DESTIN; PROVIDING FOR COORDINATION WITH THE SUPERVISOR OF ELECTIONS; PROVIDING FOR CONFLICTS; SERVERABILITY; AND AN EFFECTIVE DATE.

SECTION 1. AUTHORITY.

The authority for enactment of this Ordinance is Article I, Section 1.01 (b) of the City Charter, Article VII, Section 7.01 of the City Charter, Section 166.031, Florida Statutes.

SECTION 2. FINDINGS OF FACT.

WHEREAS, Florida Statutes Section 166.031(1) provides, in part, that “[t]he governing body of a municipality may, by ordinance,..., submit to the electors of said municipality a proposed amendment to its charter, which amendment may be to any part or to all of said charter except that part describing the boundaries of such municipality”; and,

WHEREAS, Article VII of the Charter of the City of Destin provides that the City Council may, by ordinance, propose amendments to any part or all of the City’s Charter; and,

WHEREAS, Article VII of the Charter requires the City Council to place the proposed amendments to a vote of the electors at the next general election held within the city or at a special election called for such purpose; and,

WHEREAS, the City Council has proposed an amendment to Article VII “General Provisions” of the City’s Charter to create a new section prohibiting the vacation of waterfront right-of-way in the City of Destin; and,

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

SECTION 3. RECITALS ADOPTED. The foregoing “Whereas” clauses are hereby ratified and confirmed as being true and correct and are hereby made a specific part of this ordinance upon adoption hereof.

SECTION 4. CHARTER AMENDMENT. For purposes of interpreting the revisions,

- text that is underlined is an addition to the existing text of the City Charter and
- text that is struck through is a deletion from the existing text of the City Charter.

PROHIBITION ON VACATION OF WATERFRONT RIGHTS OF WAY. If the ballot language is approved, it would amend the City Charter by prohibiting the vacation of public City rights-of-way if the right-of-way shares any boundary with a water body.

ARTICLE VII. - GENERAL PROVISIONS

Section 7.05. The City of Destin is prohibited from abandoning, giving up, or vacating any public right-of-way or a portion thereof if the right-of-way shares any boundary with a water body. For purposes of this Section 7.05, public right-of-way includes only property that was intended or dedicated for use as a roadway or pedestrian walkway, whether or not such roadway or walkway was constructed. Public right-of-way shall not include any other property owned by the City, for purposes of this section.

SECTION 5. OFFICIAL BALLOT QUESTION. The ballot to be used in the referendum election shall be in full compliance with the laws of the State of Florida, and shall be in substantially the following form:

OFFICIAL BALLOT

AMENDING THE CHARTER TO PROHIBIT VACATION OF WATERFRONT PUBLIC CITY RIGHTS- OF-WAY

SHALL THE CITY OF DESTIN'S CHARTER BE AMENDED TO PROHIBIT THE CITY FROM ABANDONING, GIVING UP, OR VACATING, ANY PUBLIC RIGHTS-OF-WAYS OR PORTIONS THEREOF THAT SHARE ANY BOUNDARY WITH A WATER BODY?

THE PUBLIC RIGHT-OF-WAYS DESCRIBED IN THIS AMENDMENT INCLUDE ONLY PROPERTY WHICH WAS INTENDED OR DEDICATED FOR USE AS A ROADWAY OR PEDESTRIAN WALKWAY, WHETHER OR NOT SUCH ROADWAY OR WALKWAY WAS CONSTRUCTED.

_____ YES (for approval)

_____ NO (for rejection)

SECTION 6. NOTICE OF ELECTION. The above Charter amendment contained in this ordinance shall be sent to a referendum election and shall become effective if a majority of voters vote to approve the amendment in the general election on November 3, 2020. An amendment approved by City voters as provided by law shall be effective immediately and become a part of the City Charter. If approved, the City Clerk is requested to promptly file the amended Charter with the Department of State, as required by Section 166.031(2), Florida Statutes.

SECTION 7. PLACES OF VOTING, INSPECTORS AND CLERKS. All qualified electors residing within the City shall be entitled and permitted to vote at such referendum election on the proposition provided herein. The time and places of voting and the inspectors and clerks of the referendum election to be held on November 3, 2020 shall be those designated by the Okaloosa County Supervisor of Elections in accordance with law.

SECTION 8. VOTE-BY-MAIL. Any electors participating in said referendum shall be entitled to cast their ballots in accordance with the provisions of the laws of the State of Florida with respect to voting by mail. The form of ballots to be used in such referendum election for these voters shall be the same as used at the polling places for such election.

SECTION 9. EARLY VOTING. Adequate provisions shall be made for early voting as required by §101.657, *Florida Statutes*. The form of ballots to be used in the referendum for early voting shall be the same as used in the polling places for the election. The Supervisor of Elections shall designate the early voting dates, times and locations.

SECTION 10. PRINTING OF BALLOTS. The Supervisor of Elections is authorized and directed to have printed a sufficient number of the aforesaid ballots for use of vote-by-mail electors entitled to cast such ballots in such referendum election and shall also have printed sample ballots and deliver them to the inspectors and clerks on or before the date and time for the opening of the polls for such referendum election for the voting places; and, further, is authorized and directed to make appropriate arrangements for the conduct of the election at the polling places specified.

SECTION 11. ELECTION PROCEDURE. The Supervisor of Elections shall hold, administer and conduct the referendum election in the manner prescribed by law for holding such elections in the City. Returns shall show the number of qualified electors who voted in such referendum election on the proposition and the number of votes cast respectively for and against approval of the proposition. The returns shall be canvassed in accordance with law.

SECTION 12. REFERENDUM RESULTS. If a majority of the ballots cast at such election shall be for the amendment of Article VII “General Provisions” of the City’s Charter to create a new section prohibiting the vacation of waterfront rights-of-way in the City of Destin, the amendment of the Charter shall be approved and the vacation of waterfront rights-of-way shall be prohibited as provided by law.

SECTION 13. SEVERABILITY. In the event that any word, phrase, clause, sentence or paragraph hereof shall be held invalid by any court of competent jurisdiction, such holding shall not affect any other word, clause, phrase, sentence or paragraph hereof.

SECTION 14. CONFLICTING PROVISIONS. All ordinances in conflict or inconsistent herewith are repealed insofar as there is conflict or inconsistency.

SECTION 15. EFFECTIVE DATE. This ordinance shall take effect immediately upon its adoption. However, the prohibition of the vacation of waterfront rights-of-way authorized hereunder shall only be effective upon approval by a majority vote of the qualified electors of the City of Destin voting in a referendum.

SECTION 16. INCORPORATION INTO THE CITY CHARTER. This ordinance shall be incorporated into the City of Destin's Charter and any section or paragraph number or letter and any heading may be changed or modified as necessary to effectuate the foregoing.

SECTION 17. SEVERABILITY. If any section, phase, sentence, or portion of this Ordinance is, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions thereof.

ADOPTED THIS _____ 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: _____

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: July 20, 2020

TYPE OF AGENDA ITEM: Public Hearing

TO: City Council

THRU: Lance Johnson, City Manager

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

DATE:

SUBJECT: Second reading of Ordinance 20-22-CN - Amending Article VII "General Provisions" of the City Charter to create a new section entitled "Building Height Limit"; providing for a referendum on the charter amendment, providing for a ballot question, providing for a vote at the November 3, 2020 General Election on whether to include in the City Charter the City's maximum building height limit of six stories and require any application seeking to exceed that limit to obtain approval at a referendum election of at least sixty percent of the voters

I. BACKGROUND: Per the prior direction of the City Council at the June 15, 2020 City Council meeting, the attached ordinance proposes to ask the voters whether to amend the City Charter to set the maximum building height in the City at the City's existing maximum building height of six stories (as currently set forth in the City's comprehensive plan). Additionally, any applications that seek to exceed that limit would be permitted only with 60% approval of the Destin electorate through a referendum election.

II. DISCUSSION: Ordinance 20-22-CN provides that the following language be placed on the November 3, 2020 election ballot for City of Destin voters:

OFFICIAL BALLOT

AMENDING THE CHARTER TO PROVIDE MAXIMUM BUILDING HEIGHTS.

SHALL THE CITY OF DESTIN'S CHARTER BE AMENDED TO PROVIDE THAT NO BUILDING HEIGHT IN THE CITY SHALL EXCEED SIX STORIES (75 FEET) UNLESS APPROVED BY AT LEAST

SIXTY PERCENT OF THE CITY VOTERS AT A GENERAL ELECTION?

_____ YES (for approval)

_____ NO (for rejection)

The language proposed to be added to the charter, if the ballot question is answered in the affirmative, is set forth in the ordinance and is as follows:

Six Story (75') Building Height Limit. No structure, no part of any structure, and no attachment to any structure shall be erected to a height greater than six stories (75 feet) above the crown of the abutting road. Structures, if demolished, shall be replaced only by structures which conform to the height limits of this section. No owners of structures destroyed or substantially damaged by explosion, fire, flood, wind, erosion, or other disaster shall be denied the right either to rebuild or to demolish and rebuild to the same height as the building that was destroyed or substantially damaged in the same location. For purposes of this section, "structure" does not include water towers, flagpoles, air traffic control towers, and radio and other communication towers.

The City or any member of the public may petition for a variance to erect a structure, part of a structure, or attachment to a structure above the six story (75 feet) building height maximum only after an initial approval of the variance petition by at least sixty percent (60%) of the City electorate voting in a general referendum election. If sixty percent (60%) or more of the City electorate voting in the general referendum election approves such variance at a general referendum election, the City Council shall consider the requested variance. In considering a variance request initiated by the City or any member of the public, the City Council must make findings of fact that the petitioner has met the legal standards for a variance as set forth in the City of Destin's Land Development Code, and the variance must be approved by a majority vote of the City Council after due notice and public hearing. Notice and hearing requirements for such variance shall be in accordance with the provisions for variance set forth in the City of Destin's Land Development Code and the general requirements of law.

A. Link to Strategic Goals / Objectives: The maximum building height currently set forth in the City's Comprehensive Plan is six stories (75 feet). This charter language is therefore consistent with the Comprehensive Plan. However, the Comprehensive Plan does not currently allow for any variance process to the maximum allowable building height in the City, and an amendment to the Comprehensive Plan will be brought to the City Council within the upcoming months that will clarify that building heights set forth

in the Comprehensive Plan are subject to applicable terms of the City Charter.

B. Effect on Budget (EOB):

C. Level of Service (LOS):

III. CONCLUSION: Subject to approval by the City of Destin voters, Ordinance 20-22-CN proposes to amend the City Charter to provide for a variance process to exceed the 6 story (75 feet) building height maximum that is currently allowed in the City's Comprehensive Plan. Such variance process would require approval of the voters of the City of Destin as well as subsequent City Council approval.

Within the upcoming months, staff will bring a proposed Comprehensive Plan amendment to City Council that will clarify that all building heights set forth in the Comprehensive Plan are subject to the terms of the City Charter.

IV. RECOMMENDED MOTION:

I move to approve Ordinance 20-22-CN on second reading.

Attachments:

1. 20-22-CN Charter Ordinance Building Heights (004)

ORDINANCE NO. 20-22-CN

AN ORDINANCE OF THE CITY OF DESTIN, FLORIDA AMENDING ARTICLE VII “GENERAL PROVISIONS” OF THE CITY CHARTER TO CREATE A NEW SECTION ENTITLED “BUILDING HEIGHT LIMIT”; PROVIDING FOR A REFERENDUM ON THE CHARTER AMENDMENT; PROVIDING FOR A BALLOT QUESTION; PROVIDING FOR A VOTE AT THE NOVEMBER 3, 2020 GENERAL ELECTION ON WHETHER TO INCLUDE IN THE CITY CHARTER THE CITY’S MAXIMUM BUILDING HEIGHT LIMIT OF SIX STORIES AND REQUIRE ANY APPLICATION SEEKING TO EXCEED THAT LIMIT TO OBTAIN APPROVAL AT A REFERENDUM ELECTION OF AT LEAST SIXTY PERCENT OF THE VOTERS; PROVIDING FOR COORDINATION WITH THE SUPERVISOR OF ELECTIONS; PROVIDING FOR CONFLICTS; SERVERABILITY; AND 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, Florida Statutes Section 166.031(1) provides, in part, that “[t]he governing body of a municipality may, by ordinance,..., submit to the electors of said municipality a proposed amendment to its charter, which amendment may be to any part or to all of said charter except that part describing the boundaries of such municipality”; and,

WHEREAS, Article VII of the Charter of the City of Destin holds that the City Council may, by ordinance, propose amendments to any part or all of the City’s Charter; and,

WHEREAS, Article VII of the Charter requires the City Council to place the proposed amendments to a vote of the electors at the next general election held within the city or at a special election called for such purpose; and,

WHEREAS, the City Council has proposed an amendment to Article VII “General Provisions” of the City’s Charter to create a new section entitled “Building Height Limit”; and,

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

SECTION 3. RECITALS ADOPTED. The foregoing “Whereas” clauses are hereby ratified and confirmed as being true and correct and are hereby made a specific part of this ordinance upon adoption hereof.

SECTION 4. CHARTER AMENDMENT. For purposes of interpreting the revisions,

- text that is underlined is an addition to the existing text of the City Charter and
- text that is struck through is a deletion from the existing text of the City Charter.

ESTABLISHMENT OF SIX STORY BUILDING HEIGHT LIMIT. If the ballot language is approved, it would amend the City Charter by setting the maximum building height in the City at six stories in accordance with the existing height limit in the City's Comprehensive Plan. Further, any member of the public or the City could petition to exceed such height limit but such petition would require at least 60% approval of the Destin electorate at a future referendum election.

ARTICLE VII. - GENERAL PROVISIONS

Section 7.06 Building Height Limit. No structure, no part of any structure, and no attachment to any structure shall be erected to a height greater than six stories (75 feet) above the crown of the abutting road. Structures, if demolished, shall be replaced only by structures which conform to the height limits of this section. No owners of structures destroyed or substantially damaged by explosion, fire, flood, wind, erosion, or other disaster shall be denied the right either to rebuild or to demolish and rebuild to the same height as the building that was destroyed or substantially damaged in the same location. For purposes of this section, "structure" does not include water towers, flagpoles, air traffic control towers, and radio and other communication towers.

The City or any member of the public may petition for a variance to erect a structure, part of a structure, or attachment to a structure above the six story (75 feet) building height maximum only after an initial approval of the variance petition by at least sixty percent (60%) of the City electorate voting in a general referendum election. If sixty percent (60%) or more of the City electorate voting in the general referendum election approves such variance at a general referendum election, the City Council shall consider the requested variance. In considering a variance request initiated by the City or any member of the public, the City Council must make findings of fact that the petitioner has met the legal standards for a variance as set forth in the City of Destin's Land Development Code, and the variance must be approved by a majority vote of the City Council after due notice and public hearing. Notice and hearing requirements for such variance shall be in accordance with the provisions for variance set forth in the City of Destin's Land Development Code and the general requirements of law.

SECTION 5. OFFICIAL BALLOT QUESTION. The ballot to be used in the referendum election shall be in full compliance with the laws of the State of Florida, and shall be in substantially the following form:

OFFICIAL BALLOT

AMENDING THE CHARTER TO PROVIDE A MAXIMUM BUILDING HEIGHT.

SHALL THE CITY OF DESTIN'S CHARTER BE AMENDED TO PROVIDE THAT NO BUILDING HEIGHT IN THE CITY SHALL EXCEED SIX STORIES (75 FEET) UNLESS APPROVED BY AT LEAST SIXTY PERCENT OF THE CITY VOTERS AT A GENERAL ELECTION?

_____ YES (for approval)

_____ NO (for rejection)

SECTION 6. NOTICE OF ELECTION. The above Charter amendment contained in this ordinance shall be sent to a referendum election and shall become effective if a majority of voters vote to approve the amendment in the general election on November 3, 2020. An amendment approved by City voters as provided by law shall be effective immediately and become a part of the City Charter. If approved, the City Clerk is requested to promptly file the amended Charter with the Department of State, as required by Section 166.031(2), Florida Statutes.

SECTION 7. PLACES OF VOTING, INSPECTORS AND CLERKS. All qualified electors residing within the City shall be entitled and permitted to vote at such referendum election on the proposition provided herein. The time and places of voting and the inspectors and clerks of the referendum election to be held on November 3, 2020 shall be those designated by the Okaloosa County Supervisor of Elections in accordance with law.

SECTION 8. VOTE-BY-MAIL. Any electors participating in said referendum shall be entitled to cast their ballots in accordance with the provisions of the laws of the State of Florida with respect to voting by mail. The form of ballots to be used in such referendum election for these voters shall be the same as used at the polling places for such election.

SECTION 9. EARLY VOTING. Adequate provisions shall be made for early voting as required by §101.657, *Florida Statutes*. The form of ballots to be used in the referendum for early voting shall be the same as used in the polling places for the election. The Supervisor of Elections shall designate the early voting dates, times and locations.

SECTION 10. PRINTING OF BALLOTS. The Supervisor of Elections is authorized and directed to have printed a sufficient number of the aforesaid ballots for use of vote-by-mail electors entitled to cast such ballots in such referendum election and shall also have printed sample ballots and deliver them to the inspectors and clerks on or before the date and time for the opening of the polls for such referendum election for the voting places; and, further, is authorized and directed to make appropriate arrangements for the conduct of the election at the polling places specified.

SECTION 11. ELECTION PROCEDURE. The Supervisor of Elections shall hold, administer and conduct the referendum election in the manner prescribed by law for holding such elections in the City. Returns shall show the number of qualified electors who voted in such referendum election on the proposition and the number of votes cast respectively for and against approval of the proposition. The returns shall be canvassed in accordance with law.

SECTION 12. REFERENDUM RESULTS. If a majority of the ballots cast at such election shall be for the amendment of Article VII "General Provisions" of the City's Charter to create a new section providing for a maximum building height of six stories (75 feet) in the City of Destin unless a variance is approved

by at least sixty percent of voters at a general referendum election, the amendment of the Charter shall be approved and the maximum building height in the City shall be six stories (75 feet) as provided by law.

SECTION 13. SEVERABILITY. In the event that any word, phrase, clause, sentence or paragraph hereof shall be held invalid by any court of competent jurisdiction, such holding shall not affect any other word, clause, phrase, sentence or paragraph hereof.

SECTION 14. CONFLICTING PROVISIONS. All ordinances in conflict or inconsistent herewith are repealed insofar as there is conflict or inconsistency.

SECTION 15. EFFECTIVE DATE. This ordinance shall take effect immediately upon its adoption. However, the charter language authorized hereunder shall only be effective upon approval by a majority vote of the qualified electors of the City of Destin voting in a referendum.

SECTION 16. INCORPORATION INTO THE CITY CHARTER. This ordinance shall be incorporated into the City of Destin's Charter and any section or paragraph number or letter and any heading may be changed or modified as necessary to effectuate the foregoing.

SECTION 17. SEVERABILITY. If any section, phase, sentence, or portion of this Ordinance is, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions thereof.

ADOPTED THIS _____ 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: _____

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: July 20, 2020

TYPE OF AGENDA ITEM: Public Hearing

TO: City Council

THRU: Lance Johnson, City Manager

FROM: Kimberly Kopp, Land Use Attorney
Joe Bodi, Engineering Asst. II
Louis Zunguze, Community Development Director

DATE: July 1, 2020

SUBJECT: Second reading of Ordinance 20-23-LC - Amending Article 8 of the Land Development Code; prohibiting the vacation of waterfront rights-of-way.

I. BACKGROUND: Per the prior direction of the City Council, staff proposes to amend the Land Development Code to prohibit the vacation of rights of way that share a boundary with a water body.

II. DISCUSSION:

Per the prior direction of the City Council, staff is proposing that Article 8 Transportation, Section 8.01.00, of the Land Development Code be amended to prohibit the vacation of rights of way that share a boundary with a water body. Specifically, the proposed changes to the LDC are as follows:

8.01.00. Right-of-way (ROW) protection.

D. Right-of-way/easement vacation. No City right-of-way, or any portion thereof, may be vacated if any portion of the City's right-of-way shares a boundary with a water body. The following requirements and procedures shall apply to all requests to vacate a ROW or an easement:

1. A completed application by the abutting property owner(s) or their authorized agent(s) shall be submitted to the city engineer's office. The application shall contain the following:

a. A letter to the city requesting the ROW/easement vacation and stating the reasons for said request.

b. An application fee and all related fees, including, but not limited to, legal advertisements, and certified mailings, shall be paid by the applicant.

c. A legal description and survey of the ROW/easement to be vacated and identify all abutting properties. If the survey shows that any portion of the City's right-of-way shares a boundary with a water body, the application and any application fee shall be returned to the applicant.

d. A certificate of projected property value from the property appraiser.

e. A list of the names and addresses of the owners of property located within a 300-foot radius of requested ROW/easement vacation on the property appraiser's letterhead. A letter of announcement of requested ROW/easement vacation shall be mailed, at the expense of the applicant, to each address on the list of property owners. The notice shall be sent by certified mail return receipt requested and all return receipts shall be filed with the city, by the applicant, prior to the city council's consideration.

f. Letters from all franchised utility companies stating no objection, or recommending disapproval for reason including, but not limited to, Gulf Power Company, Destin Water Users, South Walton Utility Company, AT&T Telephone Company, Sprint Telephone Company, New South Telecommunications, Okaloosa Gas Company, and Cox Cable Communications.

g. Letter from the Destin Fire Control District official with authority to approve, stating no objection, or recommending disapproval for reason.

2. The city attorney shall review the application for legal sufficiency. The city engineer shall provide a recommendation to the local planning agency. The local planning agency shall provide a recommendation on the application to the city council. The city council may approve the application to vacate a ROW/easement based upon a finding that all of the following requirements are met:

a. The requested vacation is consistent with the comprehensive plan.

b. The ROW does not provide the sole access to any property.

c. The vacation would not jeopardize the current or future location of any utility.

d. The proposed vacation is not detrimental to the public interest. City ownership of the ROW is no longer necessary to accomplish any valid city purpose. The city has not granted any easements which will be adversely affected by the vacation.

e. No City owned right-of-way, or any portion thereof, may be vacated if the City's right-of-way shares any boundary with a water body.

A. Link to Strategic Goals / Objectives:

B. Effect on Budget (EOB):

C. Level of Service (LOS):

III. CONCLUSION: Staff recommends approval of the requested Ordinance, based on prior direction of the City Council.

IV. RECOMMENDED MOTION:

I move to approve Ordinance 20-23-LC on second reading and direct staff to advertise for second reading.

Attachments:

1. Waterfront ROW Vacation
Prohibition LDC (2)

ORDINANCE NO. 20-23-LC

AN ORDINANCE OF THE CITY OF DESTIN, FLORIDA AMENDING ARTICLE 8 OF THE LAND DEVELOPMENT CODE; PROHIBITING THE VACATION OF WATERFRONT RIGHTS-OF-WAY; PROVIDING FOR FINDINGS OF FACT; PROVIDING FOR INCORPORATION INTO THE LAND DEVELOPMENT CODE; PROVIDING FOR CONFLICTING PROVISIONS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

SECTION 1. AUTHORITY.

The authority for enactment of this Ordinance is Article 1, Section 1.01 (b) of the City Charter, Section 166.021, Florida Statutes and Chapter 163, Part II, Florida Statutes.

SECTION 2. FINDINGS OF FACT.

WHEREAS, the City Council in providing for the health, safety and welfare of its citizens finds that the City should provide regulations prohibiting the vacation of waterfront rights-of-way protection; and

WHEREAS, the City Council has determined that the prohibition of the vacation of waterfront rights-of-way will protect the ability of the citizens and visitors of the City of Destin to enjoy the views and waterway access that the waterfront rights-of-way allow; and

WHEREAS, the City Council has determined that the Land Development Code needs to be modified to prohibit the vacation of waterfront rights-of-way; and

WHEREAS, the City Council has determined, based on the recommendation of the Local Planning Agency, that this ordinance is consistent with the adopted comprehensive plan and is in the best interests of the City and its citizens; and

WHEREAS, a public hearing has been conducted after due public notice by the Local Planning Agency and its recommendations reported to the City Council; and

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

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

NOTE: Language in all sections of this ordinance that is ~~strike-thru~~ is language proposed to be deleted, underline language is language to be added, language that is not in strike-thru or underlined is not to be changed. The symbol *** represents sections of the Land Development Code that have been skipped and remain unchanged.

SECTION 3: AMENDMENT TO ARTICLE 8, SECTION 8.01.00, OF THE LAND DEVELOPMENT CODE.

Article 8 Transportation, Section 8.01.00, of the Land Development Code is hereby amended as follows:

8.01.00. Right-of-way (ROW) protection.

D. Right-of-way/easement vacation. No City right-of-way, or any portion thereof, may be vacated if any portion of the City's right-of-way shares a boundary with a water body.

The following requirements and procedures shall apply to all requests to vacate a ROW or an easement:

1. A completed application by the abutting property owner(s) or their authorized agent(s) shall be submitted to the city engineer's office. The application shall contain the following:
 - a. A letter to the city requesting the ROW/easement vacation and stating the reasons for said request.
 - b. An application fee and all related fees, including, but not limited to, legal advertisements, and certified mailings, shall be paid by the applicant.
 - c. A legal description and survey of the ROW/easement to be vacated and identify all abutting properties. If the survey shows that any portion of the City's right-of-way shares a boundary with a water body, the application and any application fee shall be returned to the applicant.
 - d. A certificate of projected property value from the property appraiser.
 - e. A list of the names and addresses of the owners of property located within a 300-foot radius of requested ROW/easement vacation on the property appraiser's letterhead. A letter of announcement of requested ROW/easement vacation shall be mailed, at the expense of the applicant, to each address on the list of property owners. The notice shall be sent by certified mail return receipt requested and all return receipts shall be filed with the city, by the applicant, prior to the city council's consideration.
 - f. Letters from all franchised utility companies stating no objection, or recommending disapproval for reason including, but not limited to, Gulf Power Company, Destin Water Users, South Walton Utility Company, AT&T Telephone Company, Sprint Telephone Company, New South Telecommunications, Okaloosa Gas Company, and Cox Cable Communications.
 - g. Letter from the Destin Fire Control District official with authority to approve, stating no objection, or recommending disapproval for reason.
2. The city attorney shall review the application for legal sufficiency. The city engineer shall provide a recommendation to the local planning agency. The local planning agency shall provide a recommendation on the application to the city council. The city council may approve the application to vacate a ROW/easement based upon a finding that all of the following requirements are met:
 - a. The requested vacation is consistent with the comprehensive plan.
 - b. The ROW does not provide the sole access to any property.
 - c. The vacation would not jeopardize the current or future location of any utility.
 - d. The proposed vacation is not detrimental to the public interest. City ownership of the ROW is no longer necessary to accomplish any valid city purpose. The city has not granted any easements which will be adversely affected by the vacation.

- e. No City owned right-of-way, or any portion thereof, may be vacated if the City's right-of-way shares any boundary with a water body.

SECTION 4: INCORPORATION INTO THE LAND DEVELOPMENT CODE. This ordinance shall be incorporated into the City of Destin's Land Development Code and any section or paragraph number or letter and any heading may be changed or modified as necessary to effectuate the foregoing.

SECTION 5: CONFLICTING PROVISIONS. Special Acts of the Florida Legislature applicable to the incorporated area of the City of Destin, City Ordinances and City Resolutions, or parts, thereof, in conflict with the provisions of this ordinance are hereby superseded by this ordinance to the extent of such conflict.

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

SECTION 7: EFFECTIVE DATE. This Ordinance shall take effect immediately upon its adoption by the City Council and the signature of the Mayor.

ADOPTED THIS ____ 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: _____

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: July 20, 2020

TYPE OF AGENDA ITEM: Consent Agenda

TO: City Council

THRU: Lance Johnson, City Manager
Krystal Strickland, Finance Director
Webb Warren, Deputy City Manager

FROM: Karen Jankowski, HR Manager

DATE: June 18, 2020

SUBJECT: Health Plan & Ancillary Benefits Renewal

I. BACKGROUND: This agenda item covers employee benefit renewals as follows:

A. Employee ancillary benefits (dental, vision, disability and life) through FL Blue/BCBS & Guardian.

B. Employee health benefits that have been provided by FL Blue/BCBS.

II. DISCUSSION: Our brokers did an amazing job on our behalf once again. They received an initial increase of up to 11%. Knowing that the City could not sustain such an increase they went to negotiate and came back with an increase of only 3.5%. They were able to negotiate even with our experience of multiple high claims data over \$50k.

Our brokers are in their third year of the contract with two one year extensions. Their contract will be brought back to council in 2021 for recommendation and approval.

Ancillary Benefit Renewal –

- a. Dental insurance - 2 year rate lock; no increase
- b. Vision insurance - 2 year rate lock; no increase
- c. Disability: Short Term 10% increase = \$2,861 annually
Long Term 6% increase = \$1,329 annually
- d. Life: Employee Basic life remain the same premium. Dependent life and voluntary life remain the same premium.
- e. Hospital Indemnity Policy – insurance premiums remain the same.

Health Plan Renewal – Renewal quotes from FL Blue our current insurer were requested. A review by the Team follows:

- 1. FL Blue (BCBS) - The plan offered provides:
Premium increase of 3.5% = \$25,205
No plan design changes required.

Plan comparisons are at Attachment 1.

A. Link to Strategic Goals / Objectives:

- B. Effect on Budget (EOB):** The effects on FY21 budget have been included.
- C. Level of Service (LOS):**

III. CONCLUSION: A. Ancillary benefits:

Guardian plans (Hospital Indemnity, Life, Disability) offered renewals with slight increases, also we anticipate a good will credit (approx -\$7,900).

FL Blue Dental & Vision stayed the same with no rate increase, also we received a FY20 good will credit of \$2,859.

B. Medical:

After careful review and coordination within the organization and discussion, staff recommends continuing coverage with the FL Blue PPO plan (05904) & its companion Health Savings Account Plan as the best option for renewal. The maximum potential effect on the FY21 budget is \$25,205. Also, received a FY20 good will credit of 15% (\$11,876)

(*good will credits will be refunded both to the City and contributing employess on a prorated basis)

IV. RECOMMENDED MOTION: I move to authorize the City Manager to renew medical and ancillary benefits with Florida Blue and Guardian to be effective September 1, 2020.

Attachments:

1. FLBlue 05904 hsa 05194-05195 9-1-2020
2. Broker Agreement 2018 - final

4458 Legendary Drive, Ste. 350
Destin, FL 32541
Office 850-460-7690
FAX 850-460-7694

CITY OF DESTIN

Florida Blue Insurance Company LARGE GROUP Blue Options Current / Renewal Plans

Benefit Highlights:	Current/Renewal PLAN 05904 Lower Premium Plan	Current/Renewal HSA 05194 / 05195 HSA Compatible Plan		
Pharmacy Benefit	\$0 Rx deductible	After Medical CYD		
Generic Tier 1 (Preventive/Condition Care/ All others)	\$10	\$10		
Brand Tier 2 (Condition Care/ All other Preferred)	\$50	\$50		
Non-Preferred Brand - Tier 3 (Non-Preferred Brand)	\$80	\$80		
Doctor Copay (PCP)	\$35	30% AFTER Deductible		
Doctor Copay (Specialist)	\$65	30% AFTER Deductible		
Virtual Visits (Family Physician)	\$10	30% AFTER Deductible		
Deductible (pp/fam)	\$2,500 / \$7,500	\$3,000 pp (plan 05194) \$6,000 pp / \$6,000 fam (plan 05195)		
Coinsurance (In Network)	80/20	70/30		
Out Of Pocket Max (pp/fam)	\$6,000 / \$12,000	\$6,550 pp (plan 05194) \$6,850 pp / \$13,100 fam (plan 05195)		
HOSPITAL - (IN Patient) Opt 1/Opt 2	20% AFTER Deductible	Opt 1 - 30% AFTER Ded Opt 2 - 35% AFTER Ded		
HOSPITAL - (Out Patient) Opt 1/Opt 2	20% AFTER Deductible	Opt 1 - 30% AFTER Deductible Opt 2 -35% AFTER Deductible		
ER Copay	20% AFTER Deductible	30% AFTER Deductible		
Urgent Care	\$70 copay	30% AFTER Deductible		
Diagnostic - Xray/AIS	\$65/\$450 copay	30% AFTER Deductible		
Preventive Care (In Network)	\$0	\$0		
Mammograms	\$0	\$0		
*Colonoscopy Age 50+	\$0	\$0		
Lab Work (Quest Labs)	\$0	\$0 AFTER Deductible		
LIFETIME Benefit Max	No Maximum	No Maximum		
OUT OF NETWORK BENEFITS ?	YES	YES		
OUT OF NETWORK BENEFITS ARE SUBJECT TO A DIFFERENT OUT OF NETWORK DEDUCTIBLE, COINSURANCE, AND OUT OF POCKET, EXCEPT ON EMERGENCY SERVICES AND MAY BE SUBJECT TO BALANCE BILLING				
Effective Date September 1, 2020	Florida Blue Rates - full premium			
	PLAN 05904		HSA PLAN 05194/05195	
	Current	Renewal	Current	Renewal
EMPLOYEE	\$679.78	\$692.54	\$550.62	\$567.75
E SPOUSE	1617.86	1648.25	1268.81	1308.66
E CHILD(REN)	1250.79	1329.68	980.93	1055.73
E FAMILY	2120.9	2216.13	1663.31	1759.55

These quotes assume that your company benefits with Florida Blue will be PRIMARY to Medicare. according to the info provided on the census.
See complete benefit summaries for Pediatric Dental & Vision.

**CITY OF DESTIN AGENT-BROKER
AGREEMENT**

This Agent-Broker Agreement ("Agreement") dated June 4, 2018, between **Barton, Fenstermaker, Tondello & Associates, LLC** ("Agent-Broker") and the City of Destin ("City"), sets forth the terms and conditions under which Agent-Broker shall perform certain Insurance Services for Group Health and Ancillary Employee Benefits services for the City.

1 APPOINTMENT AND LICENSURE

- 1.1 The City hereby appoints Agent-Broker (and any of its Agents if Agent-Broker is an Agency) to solicit, at its own expense, new and renewal applications for insurance contracts ("Policy" or "Policies") for Health, Dental, Vision, Life and Disability insurances for Group Health and Ancillary Employee Benefits, as amended from time to time. Agent-Broker shall provide copy(ies) of its current license(s) to the City. Upon Agent-Broker's loss or failure to procure and maintain such licenses as may be required by law, this Agreement shall terminate automatically in accordance with paragraph 8.3.

2 DUTIES OF AGENT

- 2.1 If Agent-Broker is Agency, then it shall be responsible for assuring that all of its Agents comply with the following duties as well as the Agent-Broker. Agent-Broker warrants that it is licensed and qualified to provide all lines of insurance (health, dental, vision, life, disability, indemnity) that is contained in its responsive proposal to the City's RFP 18-10-HR Request for Proposal. All provisions of the City's RFP 18-10-HR Request for Proposal, including all Appendices and Agent-Broker's Response to the City's RFP are hereby incorporated by reference into this Agreement and are a material part of the consideration for the making of this Agreement by the City. Agent-Broker shall be wholly responsible for all duties set forth in Appendix B, Scope of Services, attached to the City's RFP 18-10-HR Request for Proposal. Failure to satisfactorily perform the duties set forth in Appendix B or in Section 2 of this Agreement shall constitute a material breach of this Agreement. In addition to, and in conjunction with the duties set forth in Appendix B, Agent-Broker agrees to the following:
- 2.1.1 Agent-Broker may not waive any provision of the City's underwriting standards or the insurers' underwriting standards without the City's express prior written authorization. Any questions about the City's underwriting standards shall be referred to the City Representative as set forth in paragraph 8.2.
- 2.1.2 Agent-Broker will comply with the City's rules and regulations relating to the preparation of proposals and the completion and submission of applications. Agent-Broker agrees that it will make no representations whatsoever with respect to the nature or scope of the benefits of the Policies sold except through and by means of the written material either prepared and furnished to Agent-Broker for that purpose by the City or approved in writing by the City prior to its use. Agent-Broker shall have no authority and will not make any oral or written alteration, modification, or waiver of any of the terms or conditions of any Policy whatsoever.
- 2.1.3 Agent-Broker warrants that Agent-Broker will diligently and to the best of its ability ensure that the facts set forth by any applicant in any application it solicits are true and correct.
- 2.1.4 Agent-Broker will conduct itself so as not to affect adversely the business, good standing, and reputation of the City.
- 2.1.5 If instructed by the City to collect monies, Agent-Broker will hold any monies belonging to the City in a fiduciary capacity and will handle funds in accordance with instructions from the City.
- 2.1.6 Agent-Broker agrees not to employ or make use of any advertisement in which the City's (or its affiliate's) name or its registered trademarks are employed without the prior written approval and consent of the City. Upon request of Agent-Broker during the term of this Agreement, the City shall make

available for Agent-Broker's use, standard advertising prepared for the City. Agent-Broker may add, at Agent's expense and with the City's prior written approval to the standard advertising only its business name, business address, agent number and telephone number, as provided for in the advertising. No deletions or changes in the advertising copy are permissible. Agent-Broker shall act solely as an independent contractor, and as such, shall control in all matters its time and effort in the placement of the Policies offered hereunder. Nothing herein contained shall be construed to create the relationship of employer and employee between Agent-Broker and City.

- 2.1.7 Equal Employment Opportunity: Agent-Broker agrees that it will not discriminate against any employee or applicant for employment for work under this Agreement because of any protected characteristic recognized by state or federal law and will take all necessary steps to ensure that applicants and employees are treated fairly and without regard to any protected characteristic recognized by state or federal law.
- 2.1.8 Agent-Broker shall maintain in force insurance coverage against wrongful acts and errors and omissions of Agent-Broker, its agents and employees with respect to the services performed hereunder. Such insurance coverage shall be in the amount of at least \$1,000,000.00. In addition, Agent-Broker agrees to maintain Professional Liability and Commercial General Liability insurance coverage, which includes coverage for its agents and employees in the amount of \$500,000.00 per policy as a primary basis of coverage and that any insurance policies maintained by City shall be in excess of and not contributing with the insurances provided by Agent-Broker. In addition, Agent-Broker shall maintain in force Workers' Compensation coverage pursuant to Florida Law for all of its agents and employees and ensure that all subcontractors and other professional associates utilized in the performance of services under this Agreement maintain Florida Workers' Compensation coverage.
- 2.1.9 Agent-Broker shall ensure that insurance companies providing insurance under this Agreement are authorized to conduct business in the State of Florida and prove same by maintaining Certificates of Authority issued to companies by the Florida Department of Insurance. If during the term of this Agreement, an insurance company providing insurance coverage required by this Agreement fails to comply with this paragraph, Agent-Broker shall immediately notify City and immediately replace the insurance coverage provided by the insurance company with a different insurance meeting the requirements of this Agreement. The City shall have the final approval of the new coverage(s) and make the final determination whether to accept Agent-Broker's selection. Until such time as Agent-Broker has replaced the unacceptable insurer with an insurer acceptable to City, Agent-Broker shall be deemed to be in default and material breach of this Agreement.
- 2.1.10 Agent-Broker shall promptly prepare and transmit to the City, in a format acceptable to the City, such reports as the City may reasonably require from time to time, including reports of all information necessary for the City to comply with all applicable laws, rules, and regulations or to manage its business.
- 2.1.11 Agent-Broker shall maintain adequate staff and facilities, maintain and retain records, maintain all required licenses, keep current in the changes in insurance law, and meet with City staff as necessary. In addition, Agent-Broker will be fully prepared to proactively address the City's needs and interests for products and services offered and any products and services provided as may be amended.
- 2.1.12 In providing all services pursuant to this Agreement, Agent-Broker shall comply with all statutes, ordinances, rules and regulations pertaining to or regulating the provisions of such services, including those now in effect and hereafter adopted. Any violation of this paragraph shall constitute a material breach of this Agreement and shall entitle City to terminate this Agreement immediately upon delivery of written notice to Agent-Broker.

3 DUTIES OF THE CITY

- 3.1 The duties of the City shall vary depending upon the specific product being sold or offered by Agent-Broker. At Agent-Broker's request, the City shall provide a detailed description of its duties based upon the products being offered or sold by the Agent-Broker.

4 RESERVATION OF RIGHTS

- 4.1 The City reserves the right to reject any and all applications for its Policies submitted by Agent-Broker.
- 4.2 The City reserves the right to discontinue writing or offering any of the Policies which are or become subject to this Agreement upon sixty (60) days written notice to Agent-Broker.

5 MAINTENANCE OF RECORDS AND ACKNOWLEDGEMENT OF PUBLIC RECORDS LAW

- 5.1 The City and Agent-Broker each shall maintain at their respective principal office, for the duration of this Agreement, a system of files containing this Agreement and books and records of all transactions relating to this Agreement, including records of transactions with individual insureds. These books and records shall be maintained in accordance with prudent standards of insurance record keeping and in accordance with the records retention requirements of the Florida Public Records Law.
- 5.2 The City or its authorized representatives may have unrestricted access to records for the Policies, and may audit, inspect and examine at reasonable times, upon reasonable notice and during regular business hours at Agent-Broker's place of business, all books and records, and may obtain copies of such books and records at its own expense. The City and Agent-Broker acknowledge that each shall accept automated files in lieu of hard copy files as permitted by law.
- 5.3 Agent-Broker shall fully cooperate with any audit or examination by the Florida Department of Insurance or any other authorized state or federal agencies and shall allow access to books and records maintained by either of them pursuant to this Agreement. Each party shall notify the other within three [3] business days of any such audit or examination.
- 5.4 All information related to Policies underwritten by Insurers and persons covered by those Policies, including, but not limited to, lists of insureds' names, addresses, other relevant information, applications, master policies, files, documents and correspondence are the property of the City subject at all times to its control. Sales literature, computer software and other property, tangible and intangible, which the City furnishes to Agent-Broker, are the property of the City subject at all times to its control. Any materials prepared by the City which relate to Policies underwritten by an Insurer shall be subject to the City's control. All property of the City shall be returned to or provided to it upon its written request. If Agent-Broker's ability to perform under this Agreement shall be affected by the return of such property, then it shall not be held in breach for its failure to perform resulting from such return. Agent-Broker may not duplicate the City's materials or use them in any way other than as authorized by the City and shall secure the City's prior written approval before releasing any information contained in this property to parties outside this Agreement.
- 5.5 Agent-Broker recognizes that in the performance of its obligations under this Agreement, it may be party to confidential information (and/or information that is exempt from the public records law) about individuals covered by Policies underwritten by an Insurer. Information that identifies an individual covered by the Policy is confidential. During the time confidential information is in Agent-Broker's custody or control, it shall take all reasonable precautions to prevent disclosure or use of the information for a purpose unrelated to administration of insurance benefits. Agent-Broker may disclose confidential information only:
- a. in response to a court order or valid subpoena; or
 - b. for an examination, investigation, audit or inquiry conducted by the Florida Department of Insurance or any other state or federal agency authorized to do so;
- 5.6 IF THE AGENT-BROKER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE ASSOCIATION'S DUTY TO PROVIDE PUBLIC RECORDS

RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT THE OFFICE OF THE CITY CLERK, (850)837-4242, 4200 INDIAN BAYOU DRIVE, DESTIN, FLORIDA 32541, rbailey@cityofdestin.com. Specifically, the AGENT-BROKER must:

- a. Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this FS Chapter 119 or as otherwise provided by law.
- b. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if the Agent-Broker does not transfer the records to the public agency.
- c. Upon completion of the Agreement, transfer, at no cost, to the City all public records in possession of the Agent-Broker or keep and maintain public records required by the City to perform the service. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

6 COMPENSATION

- 6.1 Compensation for each policy written hereunder shall be made on a commission basis and paid to the Agent-Broker by the appropriate insurer. Agent-Broker in accordance with RFP 18-10-HR, Appendix C, Schedule of Fees, incorporated herein by reference. The City shall not be liable for any payments due to agents or employees of Agent-Broker during the term of this Agreement or thereafter.

7 INDEMNIFICATION OF CITY:

- 7.1 Agent-Broker will comply with all laws and regulations which relate to this Agreement and shall indemnify and hold the City harmless for its failure to do so. Agent-Broker shall maintain in good standing, at its own cost, licenses required by all applicable statutes and regulations. Agent-Broker agrees to hold City harmless, replace and indemnify City, its Council Members, employees, and agents against any and all claims, expenses, losses, damages or lawsuits for damages, including attorney's fees, resulting from or growing out of any unauthorized act or transaction or any negligent act, omission or transaction by Agent-Broker or employees/agents of Agent-Broker arising from or related to the services provided in this Agreement by Agent-Broker. This hold harmless, release, and indemnification shall include any claim based on action or inaction of the parties.

8 EFFECTIVE DATE, TERM AND TERMINATION

- 8.1 This Agreement shall commence and become effective upon _____, 2018 and shall remain in effect for period of three (3) years with two (2) one-year extension options by the City.
- 8.2 Either party shall have the right to terminate this Agreement, at any time, upon sixty (60) days written notice however, notice shall not be given or accepted within 180 days prior to any policy renewal. The parties expressly agree that subject to the provisions of paragraph 8.3, any termination of this Agreement will not in any fashion terminate the obligations of the parties with respect to business written during the term of this Agreement. The obligation of the parties with respect to such business shall remain in full force and effect until the cancellation of termination date of any such Policy.

Notice, as provided herein, is to be sent

to: If to the City:

City of Destin
Attention: City Manager
4200 Indian Bayou Trail
Destin, Florida 32751

If to the Agent-Broker:

Agent or Agency Name: Barton, Fenstermaker, Tondello & Associates, LLC
an Acentria Company

Address: 4458 Legendary Drive, Suite 350

City, State, ZIP: Destin, Florida 32541

Phone Number: (850) 460-7690

Fax Number: (850) 4607694

Other Information:

Website (if applicable): www.ebs-benefits.net

All notices given under this Agreement must be in writing and sent via a verifiable method to the party receiving notice at the address indicated above or such address as may have been communicated most recently in writing to the sending party.

- 8.3 This Agreement will terminate automatically upon the occurrence of any of the following events, and upon such occurrence the parties shall be obligated to make only those payments the right to which accrued to the date of termination:
- 8.3.1 Loss or suspension of Agent-Broker's or any agent, employee, subcontractor or other professional utilized by Agent-Broker to perform services under this Agreement;
 - 8.3.2 Conviction of a felony by Agent-Broker and/or its employees, agents, subcontractors or other professionals;
 - 8.3.3 Sale or transfer, or other substantial changes are made in the ownership of Agent-Broker's Agency;
 - 8.3.4 Cancellation or expiration of Errors and Omissions insurance required of Agent-Broker by this Agreement;
 - 8.3.5 Misappropriation (or failure to remit) or misuse of any funds or property due the City from Agent-Broker;
 - 8.3.6 Determination that Agent-Broker is not in compliance with City underwriting guidelines or the terms of this Agreement and Agent-Broker has failed to correct the problem within 10 days of the City providing written notice of same
 - 8.3.7 The filing of a petition in bankruptcy by Agent-Broker or commencement of any voluntary insolvency proceeding;
 - 8.3.8 The filing of an involuntary petition in bankruptcy or commencement of any involuntary insolvency proceeding by Agent-Broker not cured by dismissal by the party within sixty (60) days of filing.

8.3.9 The event of a material breach of this Agreement.

8.4 In the event of a default by a party to this Agreement, the other party may terminate this Agreement by providing sixty (60) days written notice in advance of termination. The defaulting party shall have thirty (30) days from receipt of the written notice of termination to remedy the default or commence to substantially remedy the default if the default cannot be cured within the thirty (30) day period.

9 GENERAL PROVISIONS

9.1 Failure of either party to insist upon the performance of any of the terms of this Agreement or to declare a forfeiture or termination in the event of non-performance by the other party shall not constitute a waiver of performance required hereunder.

9.2 No assignment, transfer or disposal of any interest that a party may have pursuant to this Agreement shall be made at any time without prior written approval of the other party. In the event Agent-Broker, during the course of the work under this Agreement, requires the services of any subcontractors or other professional associates in connection with services covered by this Agreement, Agent-Broker must secure the prior written approval of City. If subcontractors or other professional associates are required in connection with the services covered by this Agreement, Agent-Broker shall remain fully responsible for the services of subcontractors or other professional associates.

9.3 This Agreement shall be binding upon the administrators and executors, successors and permitted assignees of the parties hereto.

9.4 No Amendment or modification of this Agreement shall be valid, or of any force or effect, unless the same be in writing and acknowledged and signed by the City and Agent-Broker as set out in paragraph 8.2.

9.5 This Agreement shall be construed for all purposes and shall be interpreted and enforced in accordance with the laws of Florida. The parties agree the site of this contract is the State of Florida. Each chooses the State of Florida, Okaloosa County, and no place else as its choice of forum for any suit or other action which may be filed to enforce all or any part of this Agreement or for damages arising directly or indirectly from it.

9.7 The terms and provisions of this Agreement shall be severable. If any provision of this Agreement shall be adjudged invalid or unenforceable under applicable law, such part may be reformed by a court of competent jurisdiction sitting in equity. The parties shall continue to abide by all other or remaining terms of this Agreement, and if the court declines to revise the offending provision, the parties shall strive to deal with each other in a fair and reasonable manner.

9.8 This Agreement constitutes the entire understanding between the parties and all prior agreements whether oral or in writing and unless specifically incorporated herein are superseded.

9.9 Agent-Broker agrees that it and its agents, employees, subcontractors and other professional associates are independent contractors and not employees of the City for any purpose.

9.10 Sovereign Immunity. Nothing in this Agreement is intended to nor shall be construed to waive the CITY's rights and immunities under the Florida Constitution, Common law, or Florida Statutes §768.28, as amended from time to time.

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

- 9.12 In any dispute, litigation, or appeal relating to this Agreement each party shall be responsible, and solely liable for their own respective attorney's fees, and costs.
10. **SERVICES NOT PROVIDED FOR.** No claim for services furnished by Agent-Broker not specifically provided herein shall be honored by the City.
11. **CONFLICT OF INTEREST.**
- 11.1 Agent-Broker agrees that it will not engage in any action that would create a conflict of interest in the performance of its duties under this Agreement with City or which would violate or cause others to violate the provisions of Part III, Chapter 112, Florida Statutes, relating to ethics in government.
- 11.2 Agent-Broker certifies that no Council Member, agent or employee of the City has any material interest (as defined in Section 112.312(15), Florida Statutes) either directly or indirectly, in the business of Agent-Broker, in the services rendered pursuant to this Agreement and during the term of this Agreement.
- 11.3 Agent-Broker agrees that monies received under this Agreement will not be used for the purpose of lobbying the Florida Legislature or any other state or federal agency.
12. **JURY TRIAL WAIVER.** AGENT-BROKER AND CITY AGREE TO WAIVE THEIR RIGHTS TO A TRIAL BY JURY REGARDING ANY LAWSUIT INVOLVING THE INTERPRATION, CONSTRUCTION, ENFORCEMENT, OR GOVERNANCE OF THIS AGREEMENT, AND FOR ANY LAWSUIT RELATED IN ANY WAY TO THIS AGREEMENT OR FOR THE WORK PERFORMED PURSUANT TO THIS AGREEMENT.
13. **ENTIRE AGREEMENT.** This Agreement constitutes the entire agreement between the parties with respect to its matter.

IN WITNESS WHEREOF, intending to be legally bound hereby, the parties hereto have executed this Agreement.

By: _____

(City Representative)

Name: Carisse LeJeune

Title: City Manager

Date: 7/6/2018

By: _____

(Name of Agent-Broker or Agency)

Name: Kevin Mason

Title: President

Date: 7/3/2018

Legal Review:

ROBERT E. LARKIN, III, Esq.
Labor Attorney

JEFF BURNS, Esq.
City Attorney

Tab 6. Schedule of Fees

APPENDIX C SCHEDULE OF FEES

Compensation shall be quoted in either of the following ways. Remuneration may consist of flat or variable fees, or commissions for each line of insurance. The successful firm shall provide an annual statement from each carrier confirming that the insurance carrier has paid no commissions if a flat fee has been agreed to as a method of compensation. Full disclosure of all compensation earned, either directly or indirectly is required. All fees and or commissions earned must be disclosed.

Insurance placed by agent-broker on behalf of the City will be invoiced based on agreed terms upon placement of the coverage. The City shall remit payment to the agreed party in accordance with the specified terms and conditions. Please complete the information below regarding the carriers that you are currently placing business with for each line (health, dental, vision, life & disability)

APPENDIX C Schedule of Fees RFP 13-10-HR			
Proposal of:			
Line of Business	Commission	Fee	Comments
Group Health Insurance	2.25%		
Group Dental Insurance	4.5%		Average based on declining scale
Group Vision Insurance	4.5%		Average based on declining scale
Group Life Insurance	8.0%		Average based on declining scale
Group Disability Insurance	8.0%		Average based on declining scale
Guardian Hospitalization Benefit	Scheduled 15.0%		Average based on declining scale

Attach additional sheets in this format as needed.

****THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL.****

RFP 13-10-HR

Page 11

Halifax-Acentria Public Risk
Barton, Fenstermaker, Tondello & Assoc., LLC, an Acentria Company
David Barton, Vice President
4458 Legendary Drive, Suite 350
Destin, Florida 3254
(850) 460-7690 phone
PROPRIETARY AND CONFIDENTIAL



CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: July 20, 2020

TYPE OF AGENDA ITEM: Consent Agenda

TO: City Council

THRU: Lance Johnson, City Manager
Krystal Strickland, Finance Director
Webb Warren, Deputy City Manager

FROM: Karen Jankowski, HR Manager

DATE: June 18, 2020

SUBJECT: Property & Casualty Insurance Renewals FY21

I. BACKGROUND: Insurance policies for Property, Automobile (A/L), General Liability (G/L), Workers' Compensation (W/C), Public Officials Liability and Employment Practices Liability (POL/EPL) expire on October 1, 2020 at 12:01 a.m.

II. DISCUSSION: A summary of changes in insurance lines for FY21 are as follows:

A. Property –

Premiums: \$102,138 Increase: \$0

- two year rate lock

- added Leonard Destin Park property

B. Inland Marine –

Premiums: \$106,464 Increase: \$0

C. General Liability –

Premiums: \$75,708 Increase: \$5,987

- increased payroll numbers (projected merit & cola)

D. Automobile –

Premiums: \$28,982 Increase: \$6,783

- addition of vehicles/equipment

E. Public Officials & Employment Practices Liability –

Premiums: \$44,328 Increase: \$2,773

- increased payroll numbers (projected merit & cola)

F. Workers Compensation –

Premiums: \$86,421 (decrease over last year of \$12,962)

- reduction of experience modification factor

A. Link to Strategic Goals / Objectives:

B. Effect on Budget (EOB): All increases have been incorporated into the FY21 budget.

C. Level of Service (LOS): Traditionally, to ensure rates and premiums are competitive these items will be renegotiated every five years through the request for bid process.

This will be brought before council for recommendation and approval in 2021.

III. CONCLUSION: The premium total for Property and Liability insurance is up a total of \$15,543 which represents a 6.45% increase. Workers Compensation premium was reduced from last year -\$12,962. With this being our second year for the property premium rate lock, to maintain competitive pricing these items will be processed through the bid process in 2021 for council recommendation and approval.

IV. RECOMMENDED MOTION: I move to authorize the City Manager to engage Mr. Tom Conley to bind Workers Compensation Insurance with the Florida Municipal Insurance Trust and to engage Mr. Paul Dawson to bind all other lines of Property and Casualty coverage through Preferred Governmental Insurance Trust for Fiscal Year 2021.

Attachments:

1. Destin Premium comparison 20-21

Covered Party:	City of Destin
Effective Date:	10/1/2020



Coverage & Premium Comparison

	2019/2020			2020/2021			Changes in Exposures	
LINE OF COVERAGE	LIMIT	DEDUCTIBLE/SIR	ANNUAL PREMIUM	LIMIT	DEDUCTIBLE/SIR	ANNUAL PREMIUM	2019/2020	2020/2021
Property:								
Preferred								
Blanket Buildings & Contents	\$ 19,428,557	\$ 5,000	\$ 89,614	\$ 19,428,557	\$ 5,000	\$ 102,138	Property	
	\$ 2,456,700	\$ 5,000	\$ 12,524	\$ 2,456,700	\$ 5,000			
Equipment Breakdown	\$ 19,428,557	\$ 5,000		\$ 19,428,557	\$ 5,000		Exposure Difference	\$ -
Excess Flood	\$ 2,000,000	\$ 5,000		\$ 2,000,000	\$ 5,000			0.00%
Earth Movement	\$ 2,000,000	\$ 5,000		\$ 2,000,000	\$ 5,000			
Named Windstorm	\$ 19,428,557	3% per occ/min \$20,000		\$ 19,428,557	3% per occ/min \$20,000		Premium Difference	\$ 12,524
Additional Expense	\$ 1,000,000	\$ 5,000		\$ 1,000,000	\$ 5,000			13.98%
Business Income	\$ 500,000	\$ 5,000		\$ 500,000	\$ 5,000			
Errors & Omissions	\$ 250,000	\$ 5,000		\$ 250,000	\$ 5,000			
Demolition & Increased Cost of Construction	\$ 500,000	\$ 5,000		\$ 500,000	\$ 5,000			
Inland Marine:						\$ 4,326		
Unscheduled Blanket Inland Marine	\$ 945,921	\$ 2,500	\$ 4,326	\$ 945,921	\$ 2,500		Inland Marine	
Communications Equipment	Included in blanket limit	\$ 2,500		Included in blanket limit	\$ 2,500		\$1,432,834	\$1,432,834
Mobile Equipment	\$ 416,744	\$ 2,500		\$ 416,744	\$ 2,500			
Electronic Data Processing	Included in blanket limit	\$ 2,500		Included in blanket limit	\$ 2,500		Exposure Difference	\$ -
Emergency Services Portable Equip	Included in blanket limit	\$ 2,500		Included in blanket limit	\$ 2,500			0.00%
Fine Arts	\$ 30,450	\$ 2,500		\$ 30,450	\$ 2,500			
Other Inland Marine	Included in blanket limit	\$ 2,500		Included in blanket limit	\$ 2,500		Premium Difference	\$ -
Rented Borrowed Leased Equipment	\$ 33,237	\$ 2,500		\$ 33,237	\$ 2,500			0.00%
Valuable Papers	Included in blanket limit	\$ 2,500		Included in blanket limit	\$ 2,500			
Watercraft	\$ 6,482	\$ 2,500		\$ 6,482	\$ 2,500			
		Sub-Total	\$ 106,464		Sub-Total	\$ 106,464		
Crime:								
Preferred			\$ -					
Employee Dishonesty	\$ 100,000	\$ 1,000	\$ 1,000	\$ 100,000	\$ 1,000	\$ 1,000		
Theft, Disappearance & Destruction In/Out	\$ 10,000	\$ 1,000		\$ 10,000	\$ 1,000			
Funds Transfer	uded in Computer Fraud	\$ 1,000	Included in Computer Fraud	\$ 1,000				
Computer Fraud	\$ 25,000	\$ 1,000		\$ 25,000	\$ 1,000			
Forgery/Alterations	\$ 10,000	\$ 1,000		\$ 10,000	\$ 1,000		Premium Difference	\$ -
		Sub-Total	\$ 1,000		Sub-Total	\$ 1,000		0.00%
General Liability:							Payroll	
Preferred							\$4,239,309	\$4,603,340
General Liability	\$ 3,000,000	\$ -	\$ 69,721	\$ 3,000,000	\$ -	\$ 75,708	Exposure Difference	\$ 364,031
Employee Benefits	\$ 3,000,000			\$ 3,000,000				8.59%
Deadly Weapon Protection	\$ 1,000,000		inc	\$ 1,000,000		Included	Premium Difference	\$ 5,987
		Sub-Total	\$ 69,721		Sub-Total	\$ 75,708		8.59%

This proposal is intended to give a brief overview. Higher limits may be available. Please refer to coverage forms for complete details regarding definition of terms, exclusions and limitations.

	2019/2020			2020/2021			Changes in Exposures	
LINE OF COVERAGE	LIMIT	DEDUCTIBLE/SIR	ANNUAL PREMIUM	LIMIT	DEDUCTIBLE/SIR	ANNUAL PREMIUM	2019/2020	2020/2021
Automobile:							Vehicles	
Preferred							43	51
Auto Liability	\$ 3,000,000	\$ -	\$ 14,818	\$ 3,000,000	\$ -	\$ 18,428	TIV	
Uninsured Motorist	\$ 30,000			\$ 30,000			\$909,841	\$1,316,102
Comprehensive/Collision	symbol 2	\$ 2,500	\$ 7,381	symbol 2	\$ 2,500	\$ 10,554	Exposure Difference	19%
Hired Physical Damage	\$ 35,000			\$ 35,000				44.65%
Medical Payments	\$ 5,000			\$ 5,000			Premium Difference	\$ 6,783
		Sub-Total	\$ 22,199		Sub-Total	\$ 28,982		30.56%
Public Officials:							Payroll	
Preferred							\$4,239,309	\$4,603,340
Public Officials Liability	\$ 1,000,000	\$ 10,000	\$ 41,555	\$ 1,000,000	\$ 10,000	\$ 44,328	Exposure	\$ 364,031
Employment Practices Liability	\$ 1,000,000	\$ 10,000		\$ 1,000,000	\$ 10,000		Difference	8.59%
Cyber Liability	\$ 2,000,000	\$ 10,000		\$ 2,000,000	\$ 10,000			
		Fees			Fees		Premium	\$ 2,773
		Sub-Total	\$ 41,555		Sub-Total	\$ 44,328	Difference	6.67%
TOTAL PREMIUM			\$ 240,939			\$ 256,482		
						\$ Difference	\$ 15,543	
						% Difference	6.45%	

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: July 20, 2020

TYPE OF AGENDA ITEM: Action Item

TO: City Council

THRU: Lance Johnson, City Manager

FROM: Kyle Bauman, City Attorney

DATE: July 16, 2020

SUBJECT: Extensions 13 and 14 to the COVID 19 Amended Declaration of State of Emergency

I. BACKGROUND: On July 7, 2020, Governor DeSantis issued Executive Order 20-166, which extended the statewide State of Emergency another 60 days from July 7, 2020.

II. DISCUSSION: To ensure the City maintains maximum flexibility to respond to the unpredictable COVID-19 virus and can continue conducting meetings through use of communications media technology, the City Council should authorize the City Manager to execute the attached Extensions to the Amended Declaration of State of Emergency.

A. Link to Strategic Goals / Objectives:

B. Effect on Budget (EOB):

C. Level of Service (LOS):

III. CONCLUSION:

IV. RECOMMENDED MOTION: I move to authorize and direct the City Manager to execute Extensions 13 and 14 to the Amended Declaration of State of Emergency if the City Manager determines that an emergency still exists on July 20 and August 3, respectively.

Attachments:

1. COVID 19 Declaration - Extension 14
2. COVID 19 Declaration - Extension No. 13

**EXTENSION NO. 14 – 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

WHEREAS, on May 4, 2020, the Destin City Council authorized and directed the City Manager to issue Extension Number 3 to the Amended COVID-19 Declaration if the City Manager determines that the emergency continues to exist of May 11, 2020; and

WHEREAS, on May 4, 2020, the Destin City Council authorized and directed the City Manager to issue Extension Number 4 to the Amended COVID-19 Declaration if the City Manager determines that the emergency continues to exist on May 18, 2020; and

WHEREAS, on May 18, 2020, the Destin City Council authorized and directed the City Manager to issue Extension Number 5 to the Amended COVID-19 Declaration if the City Manager determines that the emergency continues to exist on May 25, 2020; and

WHEREAS, on May 18, 2020, the Destin City Council authorized and directed the City Manager to issue Extension Number 6 to the Amended COVID-19 Declaration if the City Manager determines that the emergency continues to exist on June 1, 2020; and

WHEREAS, on June 1, 2020, the Destin City Council authorized and directed the City Manager to issue Extension Number 7 to the Amended COVID-19 Declaration if the City Manager determines that the emergency continues to exist on June 8, 2020; and

WHEREAS, on June 1, 2020, the Destin City Council authorized and directed the City Manager to issue Extension Number 8 to the Amended COVID-19 Declaration if the City Manager determines that the emergency continues to exist on June 15, 2020; and

WHEREAS, On June 15, 2020, the Destin City Council authorized and directed the City Manager to issue Extension Number 9 to the Amended COVID-19 Declaration if the City Manager determines that the emergency continues to exist on June 22, 2020; and

WHEREAS, on June 15, 2020, the Destin City Council authorized and directed the City Manager to issue Extension Number 10 to the Amended COVID-19 Declaration if the City Manager determines that the emergency continues to exist on June 29, 2020; and

WHEREAS, on July 6, 2020, the Destin City Council authorized and directed the City Manager to issue Extension Number 11 to the Amended COVID-19 Declaration if the City Manager determines that the emergency continues to exist on July 6, 2020; and

WHEREAS, on July 6, 2020, the Destin City Council authorized and directed the City Manager to issue Extension Number 12 to the Amended COVID-19 Declaration if the City Manager determines that the emergency continues to exist on July 13, 2020;

WHEREAS, on July 20, 2020, the Destin City Council authorized and directed the City Manager to issue Extension Number 13 to the Amended COVID-19 Declaration if the City Manager determines that the emergency continues to exist on July 20, 2020;

WHEREAS, on July 20, 2020, the Destin City Council authorized and directed the City Manager to issue Extension Number 14 to the Amended COVID-19 Declaration if the City Manager determines that the emergency continues to exist on July 27, 2020. .

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 20-52 and if Executive Order 20-52 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 July, 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. 13 – 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

WHEREAS, on May 4, 2020, the Destin City Council authorized and directed the City Manager to issue Extension Number 3 to the Amended COVID-19 Declaration if the City Manager determines that the emergency continues to exist of May 11, 2020; and

WHEREAS, on May 4, 2020, the Destin City Council authorized and directed the City Manager to issue Extension Number 4 to the Amended COVID-19 Declaration if the City Manager determines that the emergency continues to exist on May 18, 2020; and

WHEREAS, on May 18, 2020, the Destin City Council authorized and directed the City Manager to issue Extension Number 5 to the Amended COVID-19 Declaration if the City Manager determines that the emergency continues to exist on May 25, 2020; and

WHEREAS, on May 18, 2020, the Destin City Council authorized and directed the City Manager to issue Extension Number 6 to the Amended COVID-19 Declaration if the City Manager determines that the emergency continues to exist on June 1, 2020; and

WHEREAS, on June 1, 2020, the Destin City Council authorized and directed the City Manager to issue Extension Number 7 to the Amended COVID-19 Declaration if the City Manager determines that the emergency continues to exist on June 8, 2020; and

WHEREAS, on June 1, 2020, the Destin City Council authorized and directed the City Manager to issue Extension Number 8 to the Amended COVID-19 Declaration if the City Manager determines that the emergency continues to exist on June 15, 2020; and

WHEREAS, On June 15, 2020, the Destin City Council authorized and directed the City Manager to issue Extension Number 9 to the Amended COVID-19 Declaration if the City Manager determines that the emergency continues to exist on June 22, 2020; and

WHEREAS, on June 15, 2020, the Destin City Council authorized and directed the City Manager to issue Extension Number 10 to the Amended COVID-19 Declaration if the City Manager determines that the emergency continues to exist on June 29, 2020; and

WHEREAS, on July 6, 2020, the Destin City Council authorized and directed the City Manager to issue Extension Number 11 to the Amended COVID-19 Declaration if the City Manager determines that the emergency continues to exist on July 6, 2020; and

WHEREAS, on July 6, 2020, the Destin City Council authorized and directed the City Manager to issue Extension Number 12 to the Amended COVID-19 Declaration if the City Manager determines that the emergency continues to exist on July 13, 2020;

WHEREAS, on July 20, 2020, the Destin City Council authorized and directed the City Manager to issue Extension Number 13 to the Amended COVID-19 Declaration if the City Manager determines that the emergency continues to exist on July 20, 2020.

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 20-52 and if Executive Order 20-52 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 20th day of July, 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: July 20, 2020**TYPE OF AGENDA ITEM:** Consent Agenda

TO: City Council**THRU:** Lance Johnson, City Manager
Webb Warren, Deputy City Manager
Krystal Strickland, Finance Director**FROM:** Michael Burgess, Public Services Director**DATE:** 07/13/2020**SUBJECT:** Milling, Resurfacing and Re-striping of Holly Street, Melvin Street, Winton Court, a portion of Indian Bayou Trail and Twin Lakes Lane

I. BACKGROUND: Five streets have been identified for milling and resurfacing. These streets include Holly Street, Melvin Street, Winton Ct, a portion of Indian Bayou Trail (Country Club East to 3-way Stop) and Twin Lakes Lane.

II. DISCUSSION: These five streets rank among the top 10 on the remaining City's Master Resurfacing and Striping Priorities (ATT6). The remainder of Beach Drive and several smaller streets will be addressed during FY21.

Quotes for proposed resurfacing and in two cases, re-striping are included as ATT1 & ATT2. The contracts and price lists for both continuing service providers are included as ATT3 & ATT4. 2019-2020 extension with these providers are provided at ATT7 & ATT8.

A map depicting the locations of the proposed projects is included as ATT5.

Please note that only roadways classified as "collectors" will be striped. All street however will receive stop bars, crosswalks, etc. that will be installed by City staff.

A. Link to Strategic Goals / Objectives: Improved Connectivity and Mobility, Public Safety

B. Effect on Budget (EOB): The cost associated with milling and resurfacing these streets are as follows:

Holly Street - \$46,285.95, no striping
 Melvin Street - \$46,331.25, Re-striping (\$4575.40)
 Winton Court - \$18,489.60, no striping
 Indian Bayou Trail* - \$61,123.55, Re-striping (\$4651.50)
 Twin Lakes Lane - \$139,605.75, no striping

Total for these five projects - \$321,063.00

Funding for these projects is available in the Gas Tax. The effect on budget is as follows:

ORG 31054162	FY20 Original Appropriation:	\$ 714,617.00
Gas Tax #1	Previous Expenses/Encumbrances:	\$ 227,302.15
OBJ 565000	Available Program Budget:	\$ 487,314.85
PROJPW612		
	This Work Authorization:	\$ 321,063.00
	FY20 Remaining Program Budget:	\$ 166,251.85

C. Level of Service (LOS): Re-striping these streets and installing new RPMs will provide for improved "ride-ability" as well as day- and night-time visibility of the driving surface.

III. CONCLUSION: Re-striping these five roadways, two of which are collector-class streets, will improve community aesthetics, provide citizens with fresh driving surfaces and will improve both day- and night-time lane visibility.

IV. RECOMMENDED MOTION: I move that the City Manager be authorized to to execute a task order with the City's Asphalt contractor and Roadway Marking contractor to mill, resurface and re-stripe those streets identified in an amount not to exceed \$321,063.00.

Attachments:

1. ATT1: Resurfacing Quotes for 072020 CC meeting
2. ATT2: Striping Quotes for 072020 CC meeting
3. ATT3: H&T Misc Asphaltic Concrete Contract w Bid 2017
4. ATT4: Coastline Striping 2015 Misc Road Striping (6)
5. ATT5: Map - Proposed Streets for Resurfacing 072020 CC meeting

6. ATT6: Ranking Table for 072020 CC meeting
7. ATT7: H_T Contractors, LLC 2019-2020 Extension Misc Asphaltic
8. ATT8: Coastline Striping 2019-2020 Extension

WORK ORDER**MISCELLANEOUS ASPHALTIC CONCRETE CONTINUING SERVICES CONTRACT****CONTRACTOR:** H&T Contractors, LLC.**Date:** 7/10/2020**Work Order Number:****Completion Date:****Calendar Days:****Description of Work:** Holly 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	2893.00	\$ 24,590.50
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	0.00	\$ -
5	Milling of existing asphalt (average 2 in depth)	SY	\$4.00	2893.00	\$ 11,572.00
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	2893.00	\$ 2,169.75
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	3.00	\$ 1,200.00
18	Valve Box Adjustment	EACH	\$150.00	1.00	\$ 150.00
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	1.00	\$ 1,500.00
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

\$ 43,682.25

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	2,893	\$ 2,603.70
83	Asph Reinforcing Fibers for 1" Thick Pvm Contractor Provided	SY	\$ 0.55	-	\$ -
			Total		\$ 46,285.95
Contingent Items from Price Sheet		LS	Total		
			Grand Total		\$ 46,285.95

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.

WORK ORDER**MISCELLANEOUS ASPHALTIC CONCRETE CONTINUING SERVICES CONTRACT****CONTRACTOR:** H&T Contractors, LLC.**Date:** 7/10/2020**Work Order Number:****Completion Date:****Calendar Days:****Description of Work:** Melvin From 98 To Azalea

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	2875.00	\$ 24,437.50
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	0.00	\$ -
5	Milling of existing asphalt (average 2 in depth)	SY	\$4.00	2875.00	\$ 11,500.00
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	2875.00	\$ 2,156.25
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	3.00	\$ 1,200.00
18	Valve Box Adjustment	EACH	\$150.00	3.00	\$ 450.00
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	1.00	\$ 1,500.00
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 \$ 43,743.75

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	2,875	\$ 2,587.50
83	Asph Reinforcing Fibers for 1" Thick Pvm Contractor Provided	SY	\$ 0.55	-	\$ -
				Total	\$ 46,331.25
Contingent Items from Price Sheet		LS	Total		
				Grand Total	\$ 46,331.25

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.

WORK ORDER**MISCELLANEOUS ASPHALTIC CONCRETE CONTINUING SERVICES CONTRACT****CONTRACTOR:** H&T Contractors, LLC.**Date:** 7/10/2020**Work Order Number:****Completion Date:****Calendar Days:****Description of Work:** Winton Ct.

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	1024.00	\$ 8,704.00
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	0.00	\$ -
5	Milling of existing asphalt (average 2 in depth)	SY	\$4.00	1024.00	\$ 4,096.00
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	1024.00	\$ 768.00
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	1.00	\$ 1,500.00
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

\$ 17,568.00

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	1,024	\$ 921.60
83	Asph Reinforcing Fibers for 1" Thick Pvm Contractor Provided	SY	\$ 0.55	-	\$ -
			Total		\$ 18,489.60
Contingent Items from Price Sheet		LS	Total		
			Grand Total		\$ 18,489.60

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.

WORK ORDER**MISCELLANEOUS ASPHALTIC CONCRETE CONTINUING SERVICES CONTRACT****CONTRACTOR:** H&T Contractors, LLC.**Date:** 7/10/2020**Work Order Number:****Completion Date:****Calendar Days:****Description of Work:** Indian Bayou Trail

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	4037.00	\$ 34,314.50
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	0.00	\$ -
5	Milling of existing asphalt (average 2 in depth)	SY	\$4.00	4037.00	\$ 16,148.00
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	4037.00	\$ 3,027.75
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	1.00	\$ 1,500.00
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

\$ 57,490.25

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	4,037	\$ 3,633.30
83	Asph Reinforcing Fibers for 1" Thick Pvm Contractor Provided	SY	\$ 0.55	-	\$ -
			Total		\$ 61,123.55
Contingent Items from Price Sheet		LS	Total		
			Grand Total		\$ 61,123.55

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.

WORK ORDER**MISCELLANEOUS ASPHALTIC CONCRETE CONTINUING SERVICES CONTRACT****CONTRACTOR:** H&T Contractors, LLC.**Date:** 7/10/2020**Work Order Number:****Completion Date:****Calendar Days:****Description of Work:** Twin Lake Lane

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	8905.00	\$ 75,692.50
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	0.00	\$ -
5	Milling of existing asphalt (average 2 in depth)	SY	\$4.00	8905.00	\$ 35,620.00
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	8905.00	\$ 6,678.75
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	9.00	\$ 3,600.00
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	5.00	\$ 7,500.00
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

\$ 131,591.25

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	8,905	\$ 8,014.50
83	Asph Reinforcing Fibers for 1" Thick Pvm Contractor Provided	SY	\$ 0.55	-	\$ -
			Total		\$ 139,605.75
Contingent Items from Price Sheet		LS	Total		
			Grand Total		\$ 139,605.75

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.

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

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

Proposal

DATE July 8, 2020
Quotation # Melvin St. (US 98 to Azalea Dr.)

Proposal To:
City of Destin

Comments or special instructions:

All Maintenance of Traffic to be provided by General Contractor including the final lift.

Emerald Coast Striping's MOT rates (if needed) are listed below.

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 (no temp paint)	LF	1082	\$1.10	\$1,190.20
6" Solid Yellow, Standard Thermoplastic (no temp paint)	LF	882	\$1.10	\$970.20
12" Solid White, Standard Thermoplastic (no temp paint)	SF	340	\$4.00	\$1,360.00
24" Solid White, Standard Thermoplastic (no temp paint)	SF	230	\$4.00	\$920.00
Reflective Pavement Markers (install)	EA	27	\$5.00	\$135.00
			TOTAL	\$ 4,575.40

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!

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

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

Proposal

DATE July 8, 2020
Quotation # Indian Bayou Trail (Three Way Stop to Country)

Proposal To:
City of Destin

Comments or special instructions:

All Maintenance of Traffic to be provided by General Contractor including the final lift.
Emerald Coast Striping's MOT rates (if needed) are listed below.
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 (no temp paint)	LF	71	\$1.10	\$78.10
6" Solid Yellow, Standard Thermoplastic (no temp paint)	LF	2554	\$1.10	\$2,809.40
18" Solid Yellow, Standard Thermoplastic (no temp paint)	SF	210	\$4.00	\$840.00
24" Solid White, Standard Thermoplastic (no temp paint)	SF	72	\$4.00	\$288.00
Standard, Thermoplastic Message (no temp paint)	SF	44	\$4.00	\$176.00
Reflective Pavement Markers (install)	EA	92	\$5.00	\$460.00
TOTAL				\$ 4,651.50

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 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)

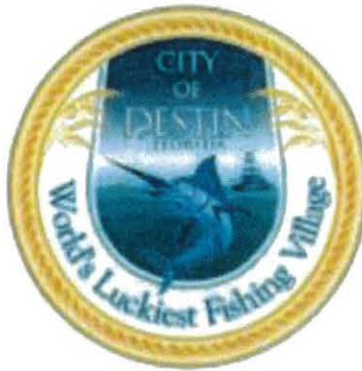
Heather Bailey
(Printed Name)

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	

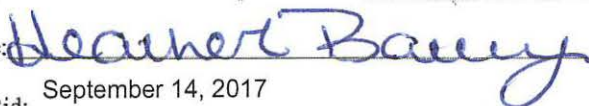
To ensure responsiveness, you must submit this form and the mandatory information listed in Sections III and IV.

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**

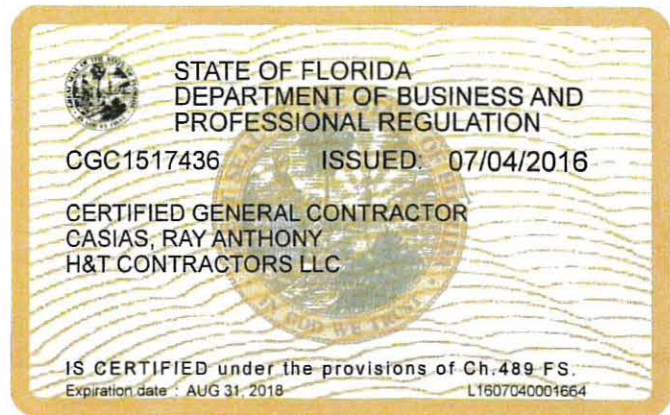
(850) 487-1395

**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.

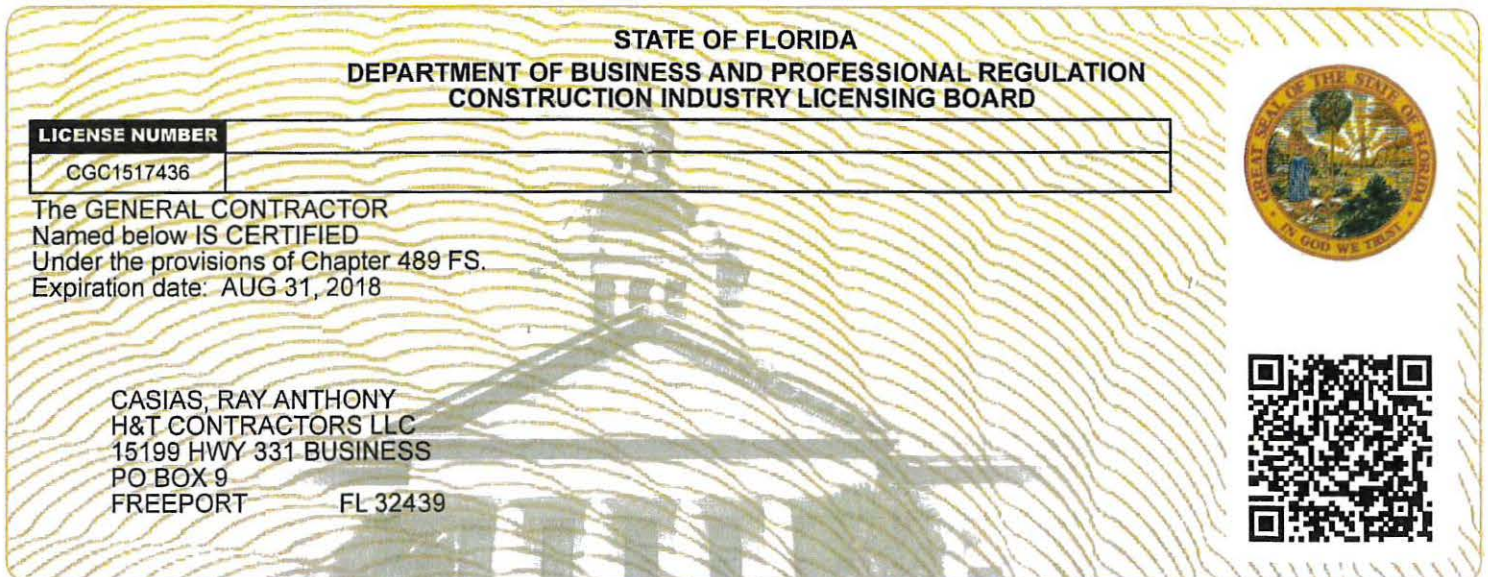
Our mission at the Department is: License Efficiently, Regulate Fairly. We constantly strive to serve you better so that you can serve your customers. Thank you for doing business in Florida, and congratulations on your new license!



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 cashier's check is required for the submittal a bid for the Miscellaneous Asphaltic Concrete Continuing Services Contract bid.

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

END OF ADDENDUM #3

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

Receipt of Addendum #3 is hereby acknowledged:

JOHN B. LAVIN, IV

Print Name



Signature

9/11/2017

Date

Request for Taxpayer Identification Number and Certification

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

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)

H&T Contractors, L.L.C.

Business name, if different from above

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

☐ Exempt
payee

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

376 Ben King Road, P.O. Box 9

City, state, and ZIP code

Freeport, Florida 32439

Requester's name and address (optional)

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

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

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

Social security number

or

Employer identification number

26 2414585

Part II Certification

Under penalties of perjury, I certify that:

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 ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY ☒ PIP	Y		CAP3651027	3/10/2017	3/10/2018	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☒ DED ☒ RETENTION \$10,000			TUU025584705	3/10/2017	3/10/2018	EACH OCCURRENCE \$1,000,000 AGGREGATE \$1,000,000 \$
A	☒ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		☐ Y/N ☒ N/A	WC3651025	3/10/2017	3/10/2018	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
C	Contractor's Equipment Leased/Rented Equipment			MXI93076089	3/10/2017	3/10/2018	Equipment Floater Max per Item Schedule on File \$300,000

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

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

CERTIFICATE HOLDER

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, 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:

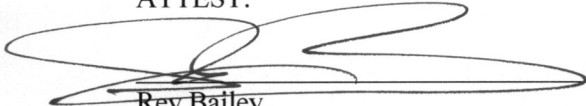
Greg Kisela
4200 Indian Bayou Trail
Destin, Florida 32541

As to the Contractor:

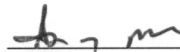
Emerald Coast Striping LLC, dba Coastline Striping
8840 Fowler Avenue
Pensacola, FL 32534

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:

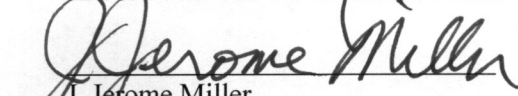

Rey Bailey
City Clerk

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.

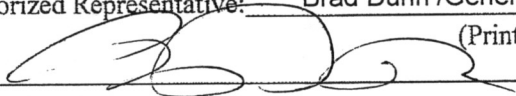
PART III Certifications:

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)

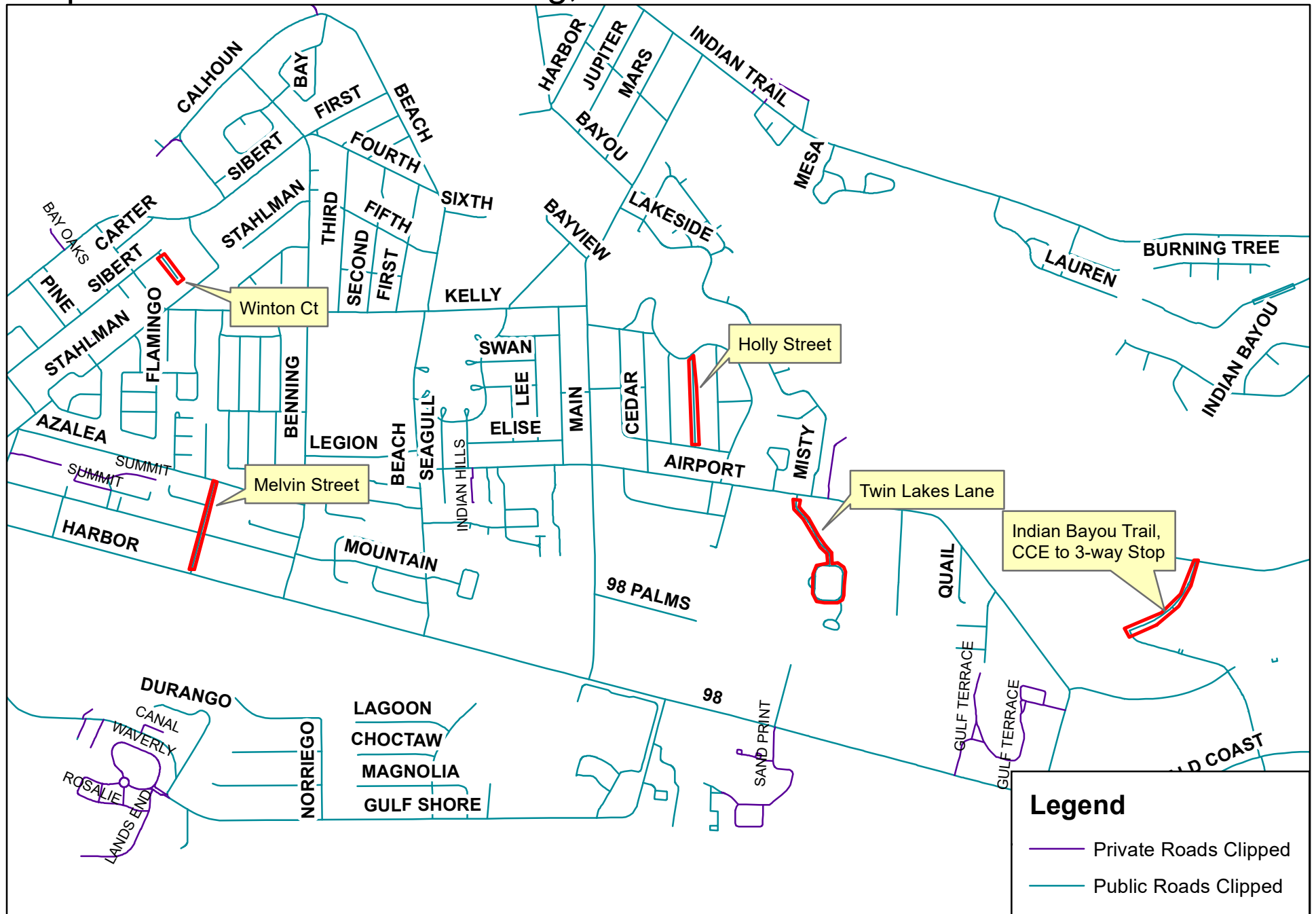
Date of Bid: August 20, 2015

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

Proposed Streets for Resurfacing, remainder of FY20





City of Destin, FL
Department of Public Works

FY19 Master Resurfacing Priority List - Top 25

	Name	Collector/Arterial	Approx. Length (ft)	Remarks
1	Restaurant Row	N	1090	completed FY19
2	Gulf Shore Dr (Hwy 98 to Sandpiper Cove)	Y	2000	completed FY19
3	Zerbe St	Y	907	
4	Winton Ct	N	400	proposed FY20
5	Mattie M. Kelly Blvd	N	1737	completed FY19
6	Scenic 98 (Rest Row to 98)	N	1811	completed FY19
7	Stahlman Ave (Kelly to Hickory)	Y	1875	completed FY19
8	Stahlman Ave (Kelly to 98)	Y	4000	completed FY19
9	Holly St	N	1142	proposed FY20
10	Beach Dr	Y	8088	1/2 resurfaced FY20, 1/2 FY21
11	Heron Cir	N	199	
12	Indian Bayou Trail (3-way stop to CCE)	Y	1300	proposed FY20
13	Melvin St	N	1211	proposed FY20
14	Twin Lakes Ln	N	2407	proposed FY20
15	Seagull Cir	N	158	
16	Calhoun Ave (Cross to 98)	Y	6498	
17	Emm Lou Ln	N	280	
18	First Ave	N	1636	
19	Grand Oaks Way	N	247	
20	Park Ct	N	384	
21	Sandalwood Ct	N	541	
22	Sea View Cir	N	411	
23	Swan Cir	N	158	
24	Wild Oak Ave	N	692	
25	Snapper Dr (Azalea to Maltezo)	N	500	

CONTRACT EXTENSION AGREEMENT

This agreement dated the First day of November 2019 is between the City of Destin, Florida, a Florida municipal corporation, of 4200 Indian Bayou Trail, Destin, Florida, 32541 and H & T Contractor's, LLC. The purpose of this agreement is to extend for one year a contract for services dated December 20, 2017 between the City of Destin and H & T Contractor's, LLC to provide miscellaneous asphaltic services for the City.

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

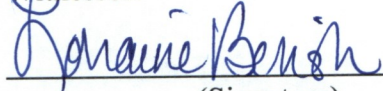
IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, AS IT PERTAINS TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT THE OFFICE OF THE CITY CLERK, (850) 837-4242, 4200 INDIAN BAYOU TRAIL, DESTIN,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

It is expressly agreed by the parties that this contract is an extension to the Contract dated December 20, 2017 and the original is made a part hereof as though expressly rewritten, incorporated, and included herein. **This is the 2nd of 4 possible extensions.**

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

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

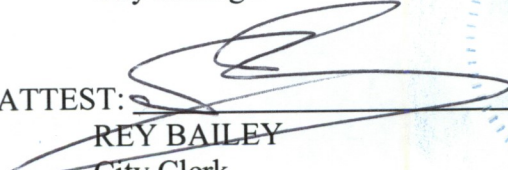
Witnesses:

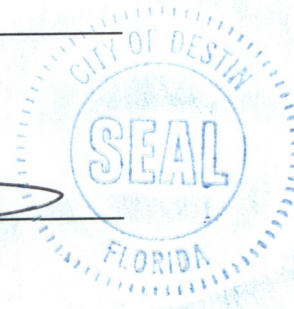

(Signature)


(Signature)

CITY OF DESTIN

By: 
Lance Johnson
City Manager

ATTEST: 
REY BAILEY
City Clerk



Witnesses:

D. Jorhand
(Signature)

H & T Contractor's, LLC

By: Heather Bailey
(Signature)

Heather Bailey, MGRM
(Name & Title)

ATTEST:

(Signature)

(Signature)

(Name & Title)

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

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



City of Destin, Florida
August 2017

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 1/2" Type SP - 12.5 Asphalt Concrete Superpave (Fine)	SY	
3	1" Type SP - 9.5 Asphalt Concrete Overlay (Fine)	SY	
4	Milling of existing asphalt (average 1 in depth)	SY	
5	Milling of existing asphalt (average 2 in depth)	SY	
6	8" Graded Aggregate Base, delivered and compacted (LBR 100 compacted to 98% modified proctor density per AASHTO T-180)	SY	
7	6" Graded Aggregate Base, delivered and compacted (LBR 100 compacted to 98% modified proctor density per AASHTO T-180)	SY	
8	4" Graded Aggregate Base, delivered and compacted (LBR 100 compacted to 98% modified proctor density per AASHTO T-180)	SY	
9	Stabilized Subbase (12") (LBR 40 compacted to 98% modified proctor density per AASHTOT-180)	SY	
10	Stabilized Subbase (6") (LBR 40 compacted to 98% modified proctor density per AASHTOT-180)	SY	
11	Prime Coat	SY	
12	Tack Coat	SY	
13	Asphalt Cut with Abrasive Blade	LF	

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

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

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

PART III Certifications:

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

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

Signature and Certification:

Name and Title of Authorized Representative: Heather Bailey, Managing Member

(Print or Type)

Signature: Heather Bailey

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 1/2" Type SP - 12.5 Asphalt Concrete Superpave (Fine)	SY	8.50
3	1" Type SP - 9.5 Asphalt Concrete Overlay (Fine)	SY	7.00
4	Milling of existing asphalt (average 1 in depth)	SY	3.00
5	Milling of existing asphalt (average 2 in depth)	SY	4.00
6	8" Graded Aggregate Base, delivered and compacted (LBR 100 compacted to 98% modified proctor density per AASHTO T-180)	SY	9.50
7	6" Graded Aggregate Base, delivered and compacted (LBR 100 compacted to 98% modified proctor density per AASHTO T-180)	SY	8.50
8	4" Graded Aggregate Base, delivered and compacted (LBR 100 compacted to 98% modified proctor density per AASHTO T-180)	SY	7.00
9	Stabilized Subbase (12") (LBR 40 compacted to 98% modified proctor density per AASHTOT-180)	SY	3.50
10	Stabilized Subbase (6") (LBR 40 compacted to 98% modified proctor density per AASHTOT-180)	SY	3.00
11	Prime Coat	SY	.75
12	Tack Coat	SY	.75
13	Asphalt Cut with Abrasive Blade	LF	4.00
14	Concrete Cut with Abrasive Blade	LF	4.00
15	Silt Fence	LF	2.00
16	Straw Waddle	LF	3.00
17	Manhole Adjustment	EACH	400.00
18	Valve Box Adjustment	EACH	150.00
19	Removal of Concrete over 6 inches	SY	7.50
20	Removal of Asphalt up to 4 inches thick	SY	6.00
21	Removal of Asphalt over 4 inches	SY	6.00
22	Fill Dirt provided, delivered, spread and compacted on grade	CY	12.00
23	Clear & Grub	SY	.22
24	Debris Hauling	CY	12.00
25	Tree trimming	HR	150.00
26	Aluminum Pipe Guiderail (FDOT Index 870)	LF	150.00
27	Guardrail (FDOT Index 400)	LF	125.00
28	Mobilization	LUMP	2,500.00
29	12" inch RCP provided, delivered, and installed	LF	28.00
30	15" inch RCP provided, delivered, and installed	LF	29.00
31	18" inch RCP provided, delivered, and installed	LF	34.00
32	24" inch RCP provided, delivered, and installed	LF	42.00
33	30" inch RCP provided, delivered, and installed	LF	55.00
34	36" inch RCP provided, delivered, and installed	LF	65.00
35	42" inch RCP provided, delivered, and installed	LF	90.00
36	48" inch RCP provided, delivered, and installed	LF	120.00
37	12" inch ADS Culvert Pipe provided, delivered, and installed	LF	20.00
38	15" inch ADS Culvert Pipe provided, delivered, and installed	LF	22.00
39	18" inch ADS Culvert Pipe provided, delivered, and installed	LF	25.00
40	24" inch ADS Culvert Pipe provided, delivered, and installed	LF	30.00
41	30" inch ADS Culvert Pipe provided, delivered, and installed	LF	38.00
42	36" inch ADS Culvert Pipe provided, delivered, and installed	LF	47.00
43	42" inch ADS Culvert Pipe provided, delivered, and installed	LF	85.00
44	48" inch ADS Culvert Pipe provided, delivered, and installed	LF	95.00

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

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

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

END OF BID FORM

Conceptual Quantities for Typical Asphalt Paving Project

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

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

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

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

SOD & EROSION CONTROL	QTY	UNIT
Soding	700	SY
Fill Dirt provided, delivered, spread and compacted on grade	120	CY
Hay Bales	20	EA
Swale Installaion (grading)	75	CY
Silt Fence	2200	LF

MISCELLANEOUS	QTY	UNIT
Irrigation heads	50	EA
Manhole Adjustment	6	EA
Valve Box Adjustment	10	EA
Irrigation Piping	1300	LF

ATTACHMENT #1

CITY OF DESTIN, FLORIDA

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

MISCELLANEOUS ASPHALTIC CONCRETE CONTINUING SERVICES CONTRACT

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

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

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

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

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

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

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

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

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

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

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

City of Destin, Florida

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

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

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

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

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

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

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

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

Heather Bailey
(Signature)

Date: September 14, 2017

STATE OF FLORIDA
COUNTY OF WALTON

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

Janice Wilson
Notary Public

My Commission expires:



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

ATTACHMENT #2

CITY OF DESTIN, FLORIDA

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

MISCELLANEOUS ASPHALTIC CONCRETE CONTINUING SERVICES CONTRACT

DRUG-FREE WORKPLACE CERTIFICATION

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

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

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

COMPANY: H&T Contractors, LLC

ADDRESS: 376 Ben King Road

CITY: Destin STATE: FL ZIP CODE: 32439

TELEPHONE NUMBER: 850-835-0231

SIGNATURE: Heather Bailey DATE: 09/14/2017

NAME (TYPED OR PRINTED): Heather Bailey

TITLE: Managing Member



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

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

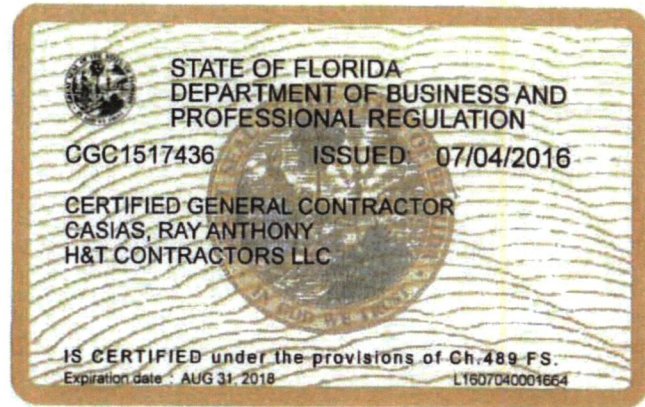
(850) 487-1395

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

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

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

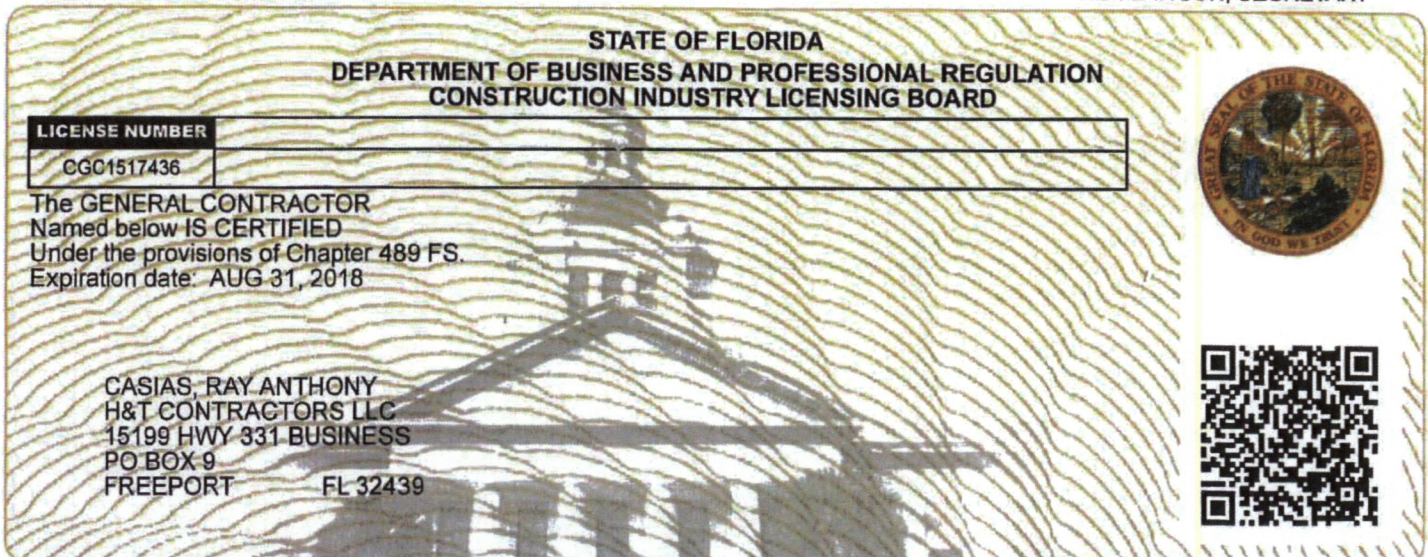
Our mission at the Department is: License Efficiently, Regulate Fairly. We constantly strive to serve you better so that you can serve your customers. Thank you for doing business in Florida, and congratulations on your new license!



DETACH HERE

RICK SCOTT, GOVERNOR

KEN LAWSON, SECRETARY



ISSUED: 07/04/2016

DISPLAY AS REQUIRED BY LAW

SEQ # L1607040001664



Florida Department of Transportation

RICK SCOTT
GOVERNOR

605 Suwannee Street
Tallahassee, FL 32399-0450

RACHEL D. CONE
INTERIM SECRETARY

May 9, 2017

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

RE: CERTIFICATE OF QUALIFICATION

Dear Sir/Madam:

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

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

If your company's maximum capacity has been revised, you can access it by logging into the Contractor Prequalification Application System via the following link:
<HTTPS://fdotwp1.dot.state.fl.us/ContractorPreQualification/>

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

FDOT APPROVED WORK CLASSES:

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

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

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

Sincerely,

Alan Autry, Manager
Contracts Administration Office

AA:cj

ADDENDUM #1

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

SEPTEMBER 5, 2017

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

Clarification:

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

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

END OF ADDENDUM #1

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

Receipt of Addendum #1 is hereby acknowledged:

JOHN B. IRVIN, IV
Print Name


Signature

9/05/2017
Date

ADDENDUM #2

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

SEPTEMBER 7, 2017

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

Contractor Question:

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

Response:

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

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

END OF ADDENDUM #2

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

Receipt of Addendum #2 is hereby acknowledged:

JOHN B. IRVIN, IV

Print Name



Signature

9/07/2017

Date

ADDENDUM #3

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

SEPTEMBER 11, 2017

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

Contractor Question:

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

Response:

- No bid bond or 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	Requester's name and address (optional)
City, state, and ZIP code Freeport, Florida 32439	
List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

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

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

Social security number	
or	
Employer identification number	
26	2414585

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign
Here

Signature of
U.S. person ▶

Date ▶

9/14/2017

General Instructions

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

Purpose of Form

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

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

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

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

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

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

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

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

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

H&T Contractors, LLC
Current Work to Complete

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

OKALOOSA COUNTY TAX COLLECTOR
BEN ANDERSON

BUSINESS H AND T CONTRACTORS LLC
NAME RAY ANTHONY CASIAS QUALIFIER

TYPE OF Regulated
BUSINESS

BUSINESS 376 BEN KING RD
ADDRESS 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

Paid 0-17004456

35.00

07/10/2017

2017 - 2018
OKALOOSA COUNTY LOCAL BUSINESS TAX RECEIPT
STATE OF FLORIDA

OKALOOSA COUNTY
Tax Collector
View Your Account Online



RECEIPT NO. 3600100745937
EXPIRES SEPTEMBER 30, 2018

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

X 

SIGN AND DISPLAY AS REQUIRED

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



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 - COM/OP AGG \$2,000,000 \$
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY ☒ PIP	Y		CAP3651027	3/10/2017	3/10/2018	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	☒ UMBRELLA LIAB ☒ EXCESS LIAB ☐ 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

CANCELLATION

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

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CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: October 21, 2019

TYPE OF AGENDA ITEM: Consent Agenda

TO: City Council

THRU: Lance Johnson, City Manager

FROM: Michael Burgess, Public Services Director

DATE: 09/18/19

SUBJECT: Request approval of contract extension for the Asphalt Services with H&T Contractors

I. BACKGROUND: The Public Services Department has limited manpower and is not equipped to perform asphalt services. For these more comprehensive projects it is necessary to outsource the work to vendors who have the equipment and manpower. H & T Contractors, LLC has satisfactorily provided these services under the current miscellaneous asphalt continuing services contract which was effective December 20, 2017.

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

- A. Link to Strategic Goals / Objectives:** Organizational Excellence, III. A. 2.
- B. Effect on Budget (EOB):** \$400,000 in estimated work was approved in the FY20 budget for concrete services.
- C. Level of Service (LOS):** No change.

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

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

Attachments:

ITEM # 2019-1644

1. H _ T Contractors, LLC 2017-2018
Misc Concrete Services
2. 09-14-2017 Original Bid Document
for Asphaltic Services
3. asphalt contract ext

**ACTION AGENDA
REGULAR MEETING
DESTIN CITY COUNCIL
OCTOBER 21, 2019
ANNEX COUNCIL CHAMBERS**

AGENDA APPROVAL

Motion to approve the agenda passed 6-0. Councilmember Overdier was absent.

1. APPROVAL OF MINUTES

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

Motion to approve minutes of August 5, 2019 Regular City Council meeting passed 6-0.

2. PROCLAMATIONS/RECOGNITIONS/SPECIAL PRESENTATIONS/ANNOUNCEMENTS

- A. Proclamation – City of Destin 35th Anniversary Celebration

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

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

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

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

4. CITY MANAGER REPORTS

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

Motion to approve the contract extension for miscellaneous concrete services with S.H. Hayes Enterprises, LLC for one year, with the following amendments, passed 6-0:

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

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

Motion to approve the contract extension for miscellaneous road striping services with Emerald Coast Striping d/b/a Coastline Striping, Inc. for one year passed 6-0.

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

Motion to approve the contract extension for miscellaneous alarm/fire safety services with Advanced Protective Technologies for one year passed 6-0

D. Announcements

The City Manager, Land Use Attorney and Councilmember Braden participated in a conference call with US Treasury and an Okaloosa County representative regarding Capt. Royal Melvin Heritage Park and Clement Taylor Park to get the answer to the following questions: *“Can the city perform the work prior to the US Treasury awarding the grant?”* The City received the following responses:

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

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

- US Treasury responded “yes”
- The risk to the City is if they get any unanticipated condition put on the grant award, once the RFP is out, it could potentially affect the awarding of the grant. The City could also put some language in the RFP making everything contingent on the award. The US Treasury offered to review the RFP contingency language and provide input to the City
- This is a two-part process: The awarding of the grant and obtaining permission to construct. The US Treasury is sending a checklist to City staff on how to proceed with these processes simultaneously
- The City needs to respond to the County’s question on whether the park is ADA compliant; after which, the County will give information back to the US Treasury so they could provide a much more definite and less contingent timeline for the park in general.

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

Motion to instruct the Land Use Attorney to work with City staff in drafting the RFP contingency language and transmitting it to the US Treasury; and in filling out the checklist from the US Treasury and communicating simultaneously with the County, and then bringing the RFP back to the Council for review and approval passed 6-0.

Announcements:

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

5. PUBLIC HEARINGS

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

Motion to approve the requested Destiny Planned Unit Development Minor Deviation to a Major Development Order passed 6-0.

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

Motion to approve Ordinance 19-16-LC on second reading passed 6-0.

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

Motion to approve Ordinance 19-19-LC on second reading passed 6-0.

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

**Motion to approve Ordinance 19-23-LC
on second reading passed 6-0.**

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

**Motion to approve Ordinance 19-24-LC
on second reading passed 6-0.**

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

**Motion to approve Ordinance 19-25-LC
on second reading passed 6-0.**

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

**Motion to approve Ordinance 19-26-LC
on second reading passed 6-0.**

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

**Motion to approve Ordinance 19-27-LC
on second reading passed 6-0.**

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

Motion to approve Ordinance 19-28-LC on second reading passed 6-0.

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

Motion to approve Ordinance 19-29-LC on second reading passed 6-0.

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

Motion to approve Ordinance 19-30-CN on second reading passed 5-1; with Councilmember Morgan dissenting.

The Mayor requested that schedule to accomplish the Evaluation and Appraisal Report of the Comprehensive Plan be provided to the Council.

6. CONSENT AGENDA

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

Motion to approve Consent Agenda items 6A thru 6G, as printed above, passed 6-0.

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

A. Councilmember Braden

Find out why the well in front of Goodwill Store and another in front of CVS Pharmacy are inoperable (Braden)

Check on the accuracy of the report that the pump that feeds the majority of the landscaping on Mountain Drive is down (Parker)

1) Crystal Beach Right-of-Way Encroachments

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

B. Councilmember Ramswell

Asked staff to determine if the area located at the intersection of Matthew Blvd and Old Hwy 98 is still a dedicated public ROW.

Encourage the County to mow and landscape the right-of-way along Commons Drive.

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

C. Councilmember Menchel

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

Still waiting for a streetlight inventory from Gulf Power.

Provide an update on status of Airport Road project at every Council meeting.

Issue regarding body cams for Code Compliance Officers is a work in progress. It will be discussed at the Visioning Session.

- D. Councilmember Overdier
- E. Councilmember Marler

It was the consensus of the Council for staff to evaluate the zoning district to see if it is appropriate (information gathering) to allow accessory dwelling units in Low Density Residential district.

- F. Councilmember Destin

- 1) FDEP/Norriego Point Land Use Conference

Motion to direct staff to draft a resolution in line with a compromise of keeping 3 of the embankments closed for public swimming only and leaving the bottom embankment open but reserving the City's right to close it in the event of commercial activity public safety hazard passed 5-1; with Councilmember Ramswell dissenting.

- 2) City Manager Vacation Terms

Motion to direct the City Attorney to negotiate some sort of a buyout with the City Manager for his unused leave time and bring the negotiated amount in the form of a budget amendment for Council's consideration at the next meeting passed 6-0.

- G. Councilmember Morgan

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

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

8. PUBLIC COMMENTS

ADJOURNMENT: 7:55 PM

Agenda Item Name:
[Edit/Versions\(1\)](#)

Request approval of contract extension for the Asphalt Services with H&T Contractors

Short Name:

Request approval of contract extension for the Asp

Item ID:

2019-1644

Item Status:

New

Outline No.:

6.C.

Item Finalized:

In Progress

Cutoff Date:

10/17/2019 12:00 PM

Agenda Name:

October 21, 2019 Regular City Council Meeting

Event Date/Time:

10/21/2019 6:00 PM

Created: 10/8/2019 11:13:57 AM

Details

Other Details

Attachments (3)

Comments

Approvals (5)

Tasks

Agenda Item Report (1)

EDIT ORDER

+ ADD APPROVALS

Delete	Routing Status	Assigned To	Arrived On	Approved By	Approved On	Days Assigned
	Created/Initiated	Rey Bailey	10/16/2019 3:49:23 PM			
	Approved	Bragg Farmer	10/16/2019 3:49:26 PM	Bragg Farmer	10/16/2019 3:54:27 PM	0
	Approved	Kyle Bauman	10/16/2019 3:54:29 PM	Kyle Bauman	10/16/2019 4:12:36 PM	0
	Approved	Lance Johnson	10/16/2019 4:12:38 PM	Lance Johnson	10/16/2019 4:53:14 PM	0
	New	Rey Bailey	10/16/2019 4:53:16 PM			90



INTEROFFICE ROUTING SHEET

From: Erica Eliason	Department Public Services	Initials ee	Date 01/15/2020
Subject: H&T Contractors Continuing Services Contract: Miscellaneous Asphalt Services		Date Needed: ☐ URGENT asap	
To: (Name, Department) Michael Burgess, PS Director	Initials	Date	☒ Approval
1.			☒ Signature Required
Lance Johnson, CM			Action Required
2.			Comment/Recommendation
			Read and File
3.			Other _____
Remarks (Explanations, further instruction, questions, etc.) We have attached the H&T Contractors Continuing Services Contract: Miscellaneous Asphalt Services. Contract approved by the city attorney.			
Response From:			Approved
			See Me
			Action Needed
			Comment/Recommendation
			Investigate
			Prepare Response
			Read and File
			Other _____

CITY OF DESTIN, FLORIDA

CONTRACT

MISCELLANEOUS ASPHALTIC CONCRETE CONTINUING SERVICES CONTRACT

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

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

1. Entire Contract:

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

2. Intent of Contract:

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

3. Term of Contract and Time Extensions:

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

4. Time for Performance:

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

5. Compensation:

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

6. Changes in the Work:

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

7. Insurance:

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

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

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

8. Indemnification:

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

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

9. Licensing:

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

10. Cancellation:

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

11. Performance of Work/Responsibilities:

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

12. Termination for Default:

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

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

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

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

13. Termination for Convenience:

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

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

14. Disclosure:

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

15. Miscellaneous:

15.1 Governing Law

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

15.2 Severability

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

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

15.3 Sovereign Immunity

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

15.4 Construction

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

15.5 Jury Trial Waiver

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

15.6 Attorney's Fees

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

15.7 Notices

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

15.8 Public Records

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

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

As to the City:

Carisse LeJeune
4200 Indian Bayou Trail
Destin, Florida 32541

As to the Contractor:

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

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

ATTEST:


Rey Bailey
City Clerk

CITY OF DESTIN

By: 
Carisse LeJeune
City Manager

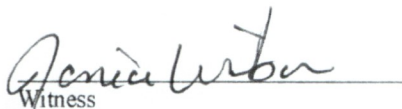
SEAL

H&T Contractors, LLC
CONTRACTOR:

By: 
(Signature)


Witness

Heather Bailey
(Printed Name)


Witness

Its: managing Member
(Title)



CERTIFICATE OF LIABILITY INSURANCE

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

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

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

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

COVERAGES **CERTIFICATE NUMBER: 764942720** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☐ LOC OTHER:	Y		CLP3651026	3/10/2017	3/10/2018	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY ☒ PIP	Y		CAP3651027	3/10/2017	3/10/2018	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☒ RETENTION \$10,000			TUU025584705	3/10/2017	3/10/2018	EACH OCCURRENCE \$1,000,000 AGGREGATE \$1,000,000 \$
A	☒ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WC3651025	3/10/2017	3/10/2018	☒ PER STATUTE ☐ OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
C	Contractor's Equipment Leased/Rented Equipment			MX193076089	3/10/2017	3/10/2018	Equipment Floater Max per Item Schedule on File \$300,000

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

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

CERTIFICATE HOLDER

CANCELLATION

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

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CONTRACT EXTENSION AGREEMENT

This agreement dated the Twenty-second day of October 2019 is between the City of Destin, Florida ("City"), a Florida municipal corporation, of 4200 Indian Bayou Trail, Destin, Florida, 32541 and Emerald Coast Striping dba Coastline Striping, Inc. The purpose of this agreement is to extend for one year a contract for services dated September 22, 2015 between the City of Destin and Emerald Coast Striping dba Coastline Striping, Inc to provide miscellaneous services for the City.

The following provision amends the contract of the parties and is binding upon them. The Parties mutually agree to add a jury trial waiver, and a public records provision, as follows:

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.

Public Records:

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

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

- Keep and maintain public records that ordinarily and necessarily would be required by the City of Destin in order to perform the service.
- Shall immediately provide the City Clerk for the City with any documents requested by the Clerk in response to a public records request.
- 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.
- Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.

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

- 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.

It is expressly agreed by the parties that this contract is an extension to the Contract dated September 22, 2015 and the original is made a part hereof as though expressly rewritten, incorporated, and included herein.

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

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

Witnesses:

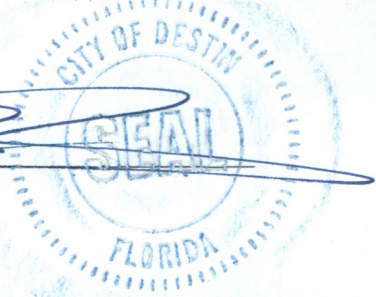
Erica Givens
(Signature)

[Signature]
(Signature)

City of Destin

By: Lance Johnson
Lance Johnson
City Manager

ATTEST: [Signature]
Rey Bailey
City Clerk



Witnesses:

Faith Cooke
(Signature)

Don W. Thomas
(Signature)

Emerald Coast Striping dba Coastline Striping, Inc

By: [Signature]
(Signature)
Jason Bense - Owner
(Name & Title)

ATTEST: [Signature]
(Signature)

Patrick Neville - Owner
(Name & Title)

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: July 20, 2020

TYPE OF AGENDA ITEM: Consent Agenda

TO: City Council

THRU: Krystal Strickland, Finance Director
 Webb Warren, Deputy City Manager
 Kyle Bauman, City Attorney
 Lance Johnson, City Manager

FROM: Michael Burgess, Public Services Director

DATE: 07/07/2020

SUBJECT: Disaster Recovery Services (Crowder-Gulf), authorization to renew contract

I. BACKGROUND: The Department of Public Works has limited emergency response capabilities and is not equipped to perform major recovery projects. In the event of a disaster like a tropical cyclone or tornado, the City may require the services of a firm to assist in community recovery. This recovery will primarily involve the removal, transport and disposal of large debris (trees, portions of structures, etc.) and sand located within the City's rights-of-way.

II. DISCUSSION: The renewal of this contract by the City in no way guarantees the City will, nor obligates the City to, expend any funds. This renewal simply authorizes the City to utilize the contractor if funds are allocated by Council. The original Contract and extension are included as ATT1 and ATT2 respectively. Crowder-Gulf's RFB package is attached as ATT3.

The proposed contract extension will extend beyond the typical 12 month period in order to provide for future contracts and extensions to take effect during a time of year when disasters are less likely. This is the 1st of 4 possible extensions.

A. Link to Strategic Goals / Objectives: Organizational Excellence, Public Safety

B. Effect on Budget (EOB): No funds have been requested in the FY20 or FY21 budgets for emergency response. Funding will be provided by Council in the event of a disaster.

C. Level of Service (LOS): Continuation of an existing Disaster Recovery

Contract.

III. CONCLUSION: This action allows for continuous contractual coverage in the area of Disaster Recovery Services.

IV. RECOMMENDED MOTION: I move that the contract for disaster recovery services be extended from September 1, 2020 to December 31, 2021 with Crowder-Gulf Joint Ventures and authorize the City Manager to execute the contract extension on behalf of the City.

Attachments:

1. ATT1: CrowderGulf Joint Venture
Disaster Recovery Contract
2. ATT 2 Crowder Gulf Contract
Extension Agreement 2020-2021
3. ATT3: CROWDER-GULF FINAL
PROPOSAL

CITY OF DESTIN, FLORIDA
CONTRACT
DISASTER RECOVERY CONTRACT – CROWDERGULF JOINT VENTURE, INC.

On June 17, 2019, THE CITY COUNCIL OF THE CITY OF DESTIN, FLORIDA, directed the CITY OF DESTIN, FLORIDA, herein referred to as the "City," through its City Manager to accept the bid of CROWDERGULF JOINT VENTURE, INC., herein referred to as the "Contractor," to provide disaster recovery services for the City. The Contractor's Cost Schedule for the terms of their engagement are included in their entirety in Exhibit "A," which is attached hereto and incorporated herein in its entirety.

TERMS AND CONDITIONS OF CONTRACT FOR THE DISASTER RECOVERY 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, between the parties either written or oral. Provisions of this Contract may be amended only by written instrument approved by the City Council of the City of Destin, Florida, and executed by the City's City Manager and Contractor.

2. Intent of Contract:

This Contract is for supplying the City with disaster recovery services associated and described in with the submitted Bid package. 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 September 1, 2019, through August 30, 2020, and is for supplying the City with disaster recovery services.

4. Time for Performance:

The Contractor agrees to provide the Work as required for the satisfactory approval and acceptance by the City. The City has sole discretion whether to approve and accept the Work, however, such approval and acceptance shall not be unreasonably withheld.

5. Compensation:

All payments upon this Contract are contingent upon the Contractor's Work being acceptable to the City. Upon 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 set forth in Exhibit "A."

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 scope of 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 and signed work order from the City and the City shall not

be liable to Contractor for any increased compensation in the absence of a written and signed work order.

7. Insurance:

Contractor shall, during the term 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 as Exhibit "B," 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.

The Contractor shall indemnify and save harmless the City against all liens and claims of subcontractors and materialman furnishing labor and materials in the performance of this Contract.

9. Licensing:

The Contractor shall obtain all permits and maintain at its expense all professional and business certificates and licenses required by law and as necessary to perform services under this Contract. If Contractor performs any Work without obtaining, or contrary to, permits and licenses, Contractor shall bear all costs arising therefrom and the City shall not be liable to the Contractor for any payment for such Work. Contractor further agrees to defend and indemnify the City for any liability the City may incur as a result of Contractor's unlicensed or unpermitted work.

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. Termination by Notice and Annual Appropriation Contingency:

This Contract may be terminated by either party with a thirty-day written notice by the terminating party to the non-terminating party.

The City's obligation to pay the amount due here under in any fiscal year is contingent upon the appropriation by the City Council of the City of Destin, Florida 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 written and signed work order by the City's Public Services Director or his designee. The Public Services Director or his 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 and timely manner. In emergency situations, the Contractor shall endeavor to commence work immediately. All Work shall be performed in coordination with the City's Public Services Director or his designee. The performance of work and responsibilities hereto are outlined and made a part hereof as identified in Exhibit "A" and further described in the written or verbal work orders.

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 approved and accepted the Work under the work orders and associated documentation following the initial contract terms and all subsequent contract terms, including warranty and guarantee periods. However, the City, through its City Manager, has the right to terminate this Contract sooner if the Contractor fails to perform satisfactorily the Work required or fully comply with the other requirements of the Contract.

In the event the City, through its 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 of the nature of the default, and the Contractor shall have five (5) days to cure the default. If the Contractor does not cure the default within five (5) days, the Contract will be terminated and the City will be released from any further obligations to Contractor, except as otherwise provided for in this Contract. If the Contractor cures the default within the five (5) day period, as reasonably determined by the City, then the Contract shall continue in full force and effect.

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 approved 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 Work, shall be either subtracted from any amount due or charged to the Contractor in the event the City, through its 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), 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 subcontracts 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.

If 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 as described in Section 10 of this Contract.

Regardless of whether either party has defaulted in the terms of this Contract, each party shall have the ability to terminate pursuant to the terms described in Section 10 of this Contract.

13. 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. The Contractor shall not employ any persons or hire any subcontractors who employ any persons who are noncitizens of the United States unless such persons possess all current documentation permitting that person to legally be employed in the United States.

14. RESERVED

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. The exclusive Venue for any action arising out of this Contract shall be in the state courts of Okaloosa County Florida and nowhere else.

15.2 Severability

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

15.3 Sovereign Immunity

The parties further agree, nothing contained herein is intended nor shall be construed as a waiver the City's rights and immunities under the Florida Constitution, common law or Florida Statutes 768.28, as amended from time to time, or as provided for in any other law. The parties further agree that the City, through execution of this Contract, has not waived any rights and defenses afforded to it by law.

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 No Assignment

No part of this Contract shall be assigned by either party to any other third party without the prior written consent of the non-assigning party.

15.7 Binding on Successors

This Contract is binding on both of the parties, their successors, administrators, and assigns.

15.8 WAIVER OF RIGHT TO JURY TRIAL

THE PARTIES HEREBY KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVE THE RIGHT THEY MAY HAVE TO A TRIAL BY JURY IN RESPECT TO ANY LITIGATION BASED ON THIS AGREEMENT OR ARISING OUT OF, UNDER, OR IN CONNECTION WITH THIS AGREEMENT AND ANY AGREEMENTS CONTEMPLATED TO BE EXECUTED IN CONJUNCTION THEREWITH, AND ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTION OF ANY PARTY HERETO.

15.9 Duplicates and Counterparts

This Contract may be executed in duplicate or counterparts, each of which shall be deemed an original and all of which together shall be deemed one and the same instrument.

15.10 Public Records Law

Contractor must comply with the public records law, Chapter 119, Florida Statutes; specifically, Contractor must:

- a. Keep and maintain public records required by the City to perform the service.
- b. Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the Contract if Contractor does not transfer the records to the City.
- d. Upon completion of the Contract, transfer, at no cost, to the City all public records in possession of Contractor or keep and maintain public records required by the City to perform the service. If Contractor transfers all public records to the public agency upon completion of the Contract, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Contractor keeps and maintains public records upon completion of the Contract, Contractor shall meet all applicable requirements for retaining the public records. All records stored electronically must be provided to the public agency, upon the request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.
- e. IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTRACTOR MUST CONTACT THE CUSTODIAN OF PUBLIC RECORDS FOR THE CITY AT (850) 837-4242 OR BY MAIL AT CITY OF DESTIN, CITY CLERK'S OFFICE, 4200 INDIAN BAYOU TRAIL, DESTIN, FLORIDA 32541.

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:

As to the City:
Lance Johnson, City Manager
City of Destin
4200 Indian Bayou Trail
Destin, Florida 32541

With a copy to:
Kyle S. Bauman, City Attorney
Anchors Smith Grimsley
909 Mar Walt Drive, Ste 1014
Fort Walton Beach, Florida 32547

As to the Contractor:
CrowderGulf Joint Venture, Inc.
5435 Business Parkway
Theodore, AL 36582

IN WITNESS WHEREOF, the City hereunto caused these presents to be subscribed and the Contractor has affixed their name and seal, this the 4th day of September, 2019.

CITY OF DESTIN:

By: Lance Johnson
Lance Johnson
City Manager

ATTEST:

Rey Bailey
City Clerk

SEAL

APPROVED AS TO LEGAL FORM:

Kyle S. Bauman
Kyle S. Bauman, Esq.
City Attorney

CrowderGulf Joint Venture, Inc.

By: Ashley Ramsay-Naile
(Signature)

Printed Name: Ashley Ramsay-Naile

Its: Sr. Vice President/COO

WITNESS: Wesley Nailo

WITNESS: Maya Chellai Tunn

CONTRACT EXTENSION AGREEMENT

This agreement and amendment, dated the 3rd day of August, 2020, is between the City of Destin, Florida, a Florida municipal corporation, of 4200 Indian Bayou Trail, Destin, Florida, 32541 and CrowderGulf Joint Venture, Inc. The purpose of this agreement is to extend a Contract for services originally dated September 4, 2019 between the City of Destin and CrowderGulf Joint Venture, Inc. to provide miscellaneous debris removal/disaster recovery services for the City.

It is expressly agreed by the parties that this contract is an extension to the Contract dated September 4, 2019 and the original is made a part hereof as though expressly rewritten, incorporated, and included herein. **This 1st of 4 possible extensions will expire on December 31, 2021.** Both parties must agree prior to the extension of any additional extension agreement and neither party has the right to unilaterally extend the contract.

It is understood that final authorization for this Agreement must be made by the Destin City Council.

Except as otherwise modified by this Contract Extension Agreement, the terms of the original contract between the parties is in full force and effect.

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

CITY OF DESTIN

Witnesses:

(Signature) By: _____
Lance A. Johnson, City Manager

(Signature) ATTEST: _____
Rey Bailey, City Clerk

CROWDER-GULF JOINT VENTURE

Witnesses:

(Signature) By: _____
(Signature)

(Printed Name and Title)

(Signature) ATTEST: _____

(Printed Name and Title)

Distribution: 1 Original to City Clerk, Vendor
1 Copy to Public Works, Finance, City Attorney

City of Destin, FL

RFB # 19-04-PS

Disaster Recovery Services

Thursday, June 6, 2019 @ 2:00 pm



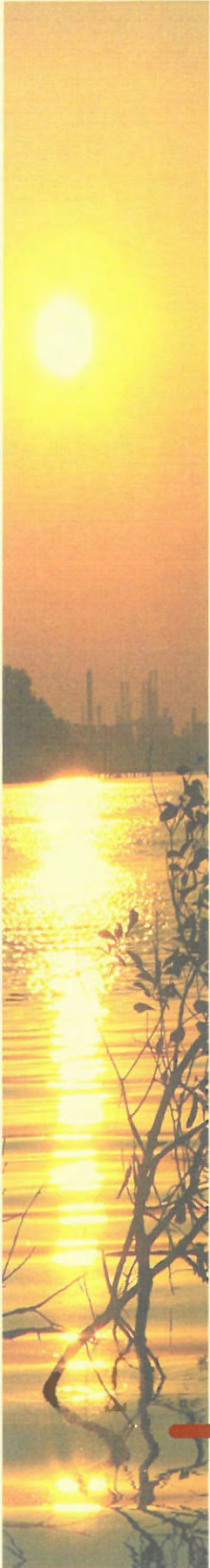
*Crowder Gulf is committed to protecting
and preserving our environment.*

*As part of this effort, our proposal is on
recycled paper.*

John Ramsay, President & CEO
5435 Business Parkway
Theodore, Alabama 36582
800-992-6207 Phone
251-459-7433 Fax
jramsay@crowdergulf.com
www.crowdergulf.com

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A. Attachment 1 – Bid Form

**CITY OF DESTIN, FLORIDA
REQUEST FOR BIDS (RFB) NO. 19-04-PS
DISASTER RECOVERY SERVICES
BID DOCUMENT
ATTACHMENT 1**

Company: CrowderGulf Joint Venture, Inc.
Address: 5435 Business Parkway
City & State: Theodore, AL Zip Code: 36582
Telephone: 800-992-6207 Fax: 251-459-7433
Number of Years in Business: 17

The following is a listing of services and/or tasks to be provided by the CONTRACTOR to the CITY upon receipt by CONTRACTOR of a Notice to Proceed:

SCOPE OF SERVICES PART ONE – DEBRIS REMOVAL

Emergency Road Clearance

The CONTRACTOR shall accomplish the cutting, tossing and/or pushing of debris from the primary transportation routes as identified by and directed by the CITY. This operational aspect of the scope of services shall be for the first 100 (plus or minus) hours after an event. Once this task is accomplished, the following tasks will begin as required.

Debris Removal from Public Property (Rights-of-way, Publicly Owned Properties - Pick-up and Haul)

As identified by and directed by the CITY, the CONTRACTOR shall accomplish the demolition, pick-up and hauling of all eligible debris to the designated Temporary Debris Staging and Reduction Sites (TDSRS's) from public property and rights-of-way, and shall maintain debris work sites to appropriate use standards, safety standards, and regulatory requirements.

Debris Removal from Private Property (Right of Entry Program - Pick-up and Haul)

Should an imminent threat to life, safety and health to the general public be present on private property, the CONTRACTOR (as identified by and directed by the CITY, will accomplish the pick-up and hauling of debris to the TDSRS's from private property). Upon receipt of the completed right of entry form and hold harmless agreement from private property owners, and execution of the non-duplication of benefits agreement from the CITY, the CONTRACTOR shall also demolish those residences and personal property, as identified by the CITY. The CONTRACTOR will place all debris collected through this process in the right-of-way, where the above scope of services (Debris Removal from Public Property) shall commence. The CITY feels that it is potentially in the best interest of the health and safety of its citizens to provide this service. Attached to this Agreement are copies of the forms to be executed by the individual property owners. The CONTRACTOR shall maintain debris work sites to appropriate use standards, safety standards, and regulatory requirements.

Hazardous Stumps (Removal, Back-fill, Haul)

As identified and directed by the CITY, the CONTRACTOR shall remove all hazardous stumps, and haul each stump to a TDSRS. Each stump shall be inspected by the CITY and CONTRACTOR and documented as to the appropriate category of size for invoicing (see Attachment 2 for site categories and prices). The CONTRACTOR shall back-fill each stump hole with compatible material as determined by the CITY and CONTRACTOR.

Temporary Debris Staging and Reduction Sites TDSRS

The contractor will prepare and maintain TDSRS's to accept and process all storm debris; maintain the TDSRS's approach and interior road for the entire period of debris hauling; any roads that require stone for stabilization for ingress and egress, will be furnished by CONTRACTOR; build and maintain a roofed inspection tower sufficient for a minimum of three (3) inspectors; the inspection of every load in and out which shall be further defined in documentation section below; process all debris in accordance with all local, state and federal rules, standards, and regulations; Processing may include, but is not limited to, reduction by tub grinding and/or incineration when approved, transporting and final disposal at a location agreed to by both parties. Prior to reduction, all debris will be segregated between vegetative debris, construction and demolition debris (C&D), recyclable debris, white goods and hazardous wastes; all reduced debris as well as non-reducible debris will be disposed of at a location(s) agreed to by both parties.

TDSRS Site Reclamation

Site reclamation shall be accomplished in accordance with all Federal, State and Local laws, standards and regulations; Site reclamation shall be accomplished in accordance with the CONTRACTOR's Debris Removal Operations Plan and Environmental Protection Plan.

Disaster Event Generated Hazardous Wastes Abatement

CONTRACTOR shall abate all hazardous waste identified by the CITY in accordance with all applicable Federal, State and Local laws, standards and regulations to include by not limited to 29 CFR 1910.120, 40 CFR 311 and 49 CFR 100-199. Hazardous waste abatement shall be accomplished in accordance with the CONTRACTOR'S Debris Removal Operations Plan and Environmental Protection Plan. Prices for this service will be negotiated at time of Event dependent upon types of materials, quantities and hazards present. Prices shall be attached to this Agreement in the form of a Memorandum for the Record.

Sand Screening

The CONTRACTOR shall screen all sand, as directed by the CITY, to remove all eligible debris deposited by an Event. This task includes the pick-up of debris laden sand, hauling debris laden sand to the processing screen located on the beach, processing the debris laden sand through the screen and returning clean sand to the approximate original location on the beach as directed by the CITY. Debris removed from sand will be picked-up, hauled and processed utilizing the scope of services located above for Debris Removal from Public Property.

Documentation and Inspections

All storm debris shall be subject to inspection by the CITY or any Public Authority in accordance with generally accepted standards to insure compliance with the contract and applicable local, state and Federal laws. The CONTRACTOR will, at all times, provide the CITY access to all work sites and disposal areas. In addition, authorized representatives and agents of any participating Federal or state agency shall be permitted to inspect all work and materials. The CONTRACTOR and the CITY will have in place at the TDSRS's, personnel to verify the contents and cubic yards of the vehicles entering the TDSRS's. Records will be maintained of every vehicle entering the TDSRS, its cubic yardage and verification the vehicle leaving the TDSRS to ensure that it is in fact empty. The CONTRACTOR and the CITY will monitor the material to determine that it in fact consists of eligible debris. The CONTRACTOR and the CITY will have in place at the pickup site, personnel to verify the contents, location, date and time of the vehicles departing for the TDSRS. Prior to use the CONTRACTOR and the CITY will establish and record the certified cubic yard capacity and will inspect each haul truck. The CONTRACTOR will include and provide disposal tickets, field inspection reports, and other data sufficient to provide substantiation for Federal (FEMA, etc.) and State reimbursement, if applicable.

The CONTRACTOR will assist the CITY in preparation of Federal (FEMA) and State reports for any potential reimbursement through the training of CITY employees and the review of documentation prior to submittal. The

CONTRACTOR will work closely with the Florida Division of Emergency Management, FEMA and other applicable State and Federal Agencies to ensure that eligible debris collection and data documenting same appropriately addresses concerns of the likely reimbursement agencies.

Priority of Work Areas

The CITY will establish the priority of and shall approve the work area in advance, which the CONTRACTOR will be allowed to work. Daily and/or weekly scheduled meetings will be held to determine approved work areas. The CONTRACTOR shall remove all eligible debris and leave the site from which the eligible debris was removed in a clean and neat condition with the understanding that there will be certain debris that is not picked up by equipment, machinery and general laborers used by the CONTRACTOR. Determination of when a site is in a clean and neat condition will be at the reasonable judgment of the CITY.

Working Hours

All activity associated with gathering and loading of eligible debris shall be performed during visible daylight hours only. Hauling of eligible debris to the TDSRS's will be allowed during visible daylight hours only between dawn and dusk. The CONTRACTOR may work during these hours seven (7) days per week including holidays. It is understood between the parties that at the TDSRS's, debris reduction may take place twenty-four (24) hours, seven (7) days per week if the CONTRACTOR deems it necessary and safe. CONTRACTOR shall be responsible for obtaining sites to stage equipment, such as trucks, while not in use.

Debris Disposal

The CONTRACTOR shall dispose of all debris, reduced debris, ash residue and other products of the debris management process in accordance with all- applicable Federal, state and local laws, standards and regulations. Final disposal locations shall be at the discretion of the CONTRACTOR with prior acceptance of the CITY. Information regarding the location of final disposal shall be attached to this Agreement in the form of a Memorandum for the Record. The CONTRACTOR and CITY inspector assigned to the disposal process shall maintain disposal records and documentation. Documentation shall- be quantified in Cubic Yards.

White Goods

The CONTRACTOR may expect to encounter white goods available for disposal. White goods will constitute household appliances as defined in the Florida Administrative Code. The CONTRACTOR shall dispose of all white goods encountered in accordance with applicable Federal, State and local laws. Any white goods that may contain Freon, such as refrigerators, freezers, or air conditioners, shall have the Freon removed by the CONTRACTOR in accordance to applicable regulatory requirements. There is no additional payment made for handling of white goods as this cost of work is included in the cubic yard unit price for debris removal.

SCOPE OF SERVICES PART TWO - TECHNICAL DISASTER RECOVERY ASSISTANCE

ITEM I: PROGRAM MANAGEMENT ASSISTANCE
See Note (1)

As addressed in our questions to the City, these functions are typically handled by the City's Monitoring Firm. CrowderGulf will work with the City and Monitoring firm to help with these functions, as requested.

1. PUBLIC ASSISTANCE PROGRAM

a) Damage Survey Report (DSR) or Project Worksheet (PW)

- i) Official DSR/PW requests - Assist CITY personnel in the following:
 - 1. Identification of expenditures eligible for reimbursement
 - 2. Submission of official "request for DSR inspection"
- ii) Local government representation on DSR/PW team - Train and assist CITY Personnel to accomplish the following:
 - 1. Identification of eligible items for reimbursement
 - 2. Review of DSR/PW for accurate scope of work
 - 3. Review of DSR/PW for accurate unit costs
- iii) Recovery process documentation - Assist CITY personnel in the following:
 - 1. Creation of recovery process documentation plan
 - 2. Maintenance of documentation of recovery process
- iv) Force Account Labor vs. Contract Labor
 - 1. Recommendations to government officials on need to contract or utilize force account labor
- v) Recovery process oversight
 - 1. Recommendation to government officials on need to contract for project management for projects requiring intense oversight
 - 2. DSR/PW tracking through State and Federal process
 - 3. Written and oral status reports to government officials

b) Documentation Support

- i) Review of record system for applicability to Federal and State requirements and,
- ii) Orientation and training of City personnel on requirements for quality and quantity of required documentation and,
- iii) Assist in selection of "Clerk of Records" and provide detailed training for documentation and,
- iv) Review documentation for accuracy and quantity and,
- v) Assist in preparation of claim documentation.

c) Consultation and negotiation services

- i) Recommendations to government officials on plans of action and,

ii) Provide guidance to government officials on issues involving Federal and State reimbursement and,

iii) Assist CITY officials in negotiations with Federal and State officials.

d) Other representations as may be requested and/or required.

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 to take 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 or negotiation as may be necessary to meet grant funding or completion requirements.

NOTE (1): This is the concept of complete recovery management support where Contractor would assist an applicant on all aspects of the recovery process. Contractor personnel cannot assume the Sovereign Duties of the CITY officials; therefore, these services shall be in the form of guidance and consultation.

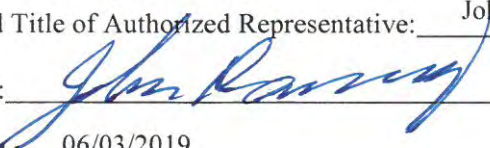
Bid Certification:

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

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

Signature and Certification:

Name and Title of Authorized Representative: John Ramsay, President & CEO

Signature:  (Print or Type)

Date of Bid: 06/03/2019

Note: Attach all required information to this 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 or negotiation as may be necessary to meet grant funding or completion requirements.

END OF BID FORM



B. Number of Years in Business

B. Number of Years in Business

CrowderGulf At-A-Glance

- Full time (365 days/yr) Debris Management Company with over 50 years of successful experience in debris management, removal and disposal services.
- Bases of Operation:

<u>Primary</u>	<u>Theodore, Alabama</u>
<u>Satellite Offices</u>	Coral Springs, Davenport, Florahome, Clearwater and Winter Garden, FL Rocky Mount, North Carolina Hilton Head Island and Laurens, South Carolina Austin and Denton, Texas
- Never failed to complete all contract obligations and never defaulted on a contract.
- Committed to the same Project Management Team remaining with the project from start to finish.
- Large cadre of management personnel with extensive disaster debris training and experience.
- Completed simultaneous debris projects after all major hurricanes since 1969.
- Over 485 disaster recovery projects successfully completed.
- Successfully removed, reduced and disposed of over 365 million cubic yards of debris.
- Industry leader in waterway debris removal, including work after Hurricane Sandy and Deep Horizon Oil Spill.
- Fully committed to using local citizens and qualified local subcontractors to the maximum extent, including Minority Business Enterprise (MBE) owners.
- No lawsuits, liens or judgments by clients ever filed or pending and no bankruptcy proceedings filed or pending.
- No lawsuits, liens or judgments by CrowderGulf to clients ever filed.
- Over 350 pieces of company-owned/leased equipment available for rapid response.
- Experienced in providing FEMA compliant documentation to every client. We provide unlimited support and accurate documentation to help ensure that no clients are denied reimbursement.
- Well-developed and proven Debris Management and Operations Plan that is reviewed and revised after every event.
- Quality Control always maintained to reinforce the "Clean as You Go" policy for debris removal.
- Technical advice and training available to all clients throughout the contract term, at no cost to client.
- Significant financial strength:

AGGREGATE BONDING CAPACITY	\$ 500,000,000
SINGLE BONDING CAPACITY	\$ 250,000,000
OTHER AVAILABLE FUNDING	\$ 80,000,000

Over Fifty Years of Debris Management Experience

CrowderGulf's owners, John and Woodie Ramsay, joined forces with local contractors in 1969 to clean up Biloxi and much of the Mississippi Gulf Coast after Hurricane Camille. The business continued to grow and in 1984, they began doing business as Gulf Equipment Corporation, an Alabama General Contractor licensed in seven Southeastern states. Based on the work generated, John and Woodie developed three divisions in Gulf Equipment: tower erection, construction, and disaster management.

In 2002, CrowderGulf was formally created by the Ramsay brothers as an independent disaster management company. During the last four and a half decades, CrowderGulf has managed over **485 disaster recovery projects in 15 states and has successfully removed, reduced and disposed of over 365 million cubic yards of debris**. CrowderGulf's current and past performance, as highlighted in this proposal, demonstrates our expertise in successfully completing multiple contracts simultaneously, regardless of their locations or the amount of damage.

CrowderGulf has encountered and successfully handled everything within the City's Scope of Work identified in this RFP. We are committed to completing every project in a minimum amount of time and in a safe, orderly, and practical manner. CrowderGulf contracts have involved disaster debris work in all eligible areas identified in FEMA's Public Assistance Program, Category A. The confidence that we can deliver services to the City effectively and efficiently is bred from our past successes.

All disaster management work is completed in full regulatory compliance with all agencies involved in disaster recovery, including the Federal Emergency Management Agency (FEMA), the Federal Highway Administration (FHWA), the Environmental Protection Agency (EPA), the Florida Department of Environmental Protection, the Florida Department of Health, and the Florida Department of Transportation. This commitment to regulatory detail has earned CrowderGulf a reputation as a company of integrity, dependability and reliability.

CrowderGulf is committed to working as a team with City personnel to facilitate the pre-planning that will assure a smooth debris removal operation in the event of a disaster. We can assist in preparing and updating Debris Management, Emergency Operations and Mitigation Plans. In addition, CrowderGulf will provide preparedness training designed specifically to meet the needs of the City. **Our training and technical advice is provided free of charge throughout the contract term.**

The CrowderGulf Staff is dedicated to providing the City of Destin with priority service, quality performance and expert on-site management. The combination of CrowderGulf's human resources, extensive equipment inventory, financial capacity and experienced subcontracting teams, allow the company to honor all contractual commitments with dispatch and efficiency, regardless of geographic location or size of disaster. The depth of these integrated components will also allow CrowderGulf to respond to those special needs of the City that may not have been considered in the pre-event contract.

"The County of York has worked with CrowderGulf on three different storm events. On all three events CrowderGulf's professionalism, responsiveness, and attention to detail was outstanding! As a Manager, I could not have asked for any more support than they provided to us during these events."

*Frank Hedspeth, Waste Services Manager
County of York, VA*

CrowderGulf Services Available to the City of Destin

CrowderGulf has a plan tailored to meet the needs and specific requirements of the City of Destin. The services provided will consist of furnishing all labor, materials, and equipment to complete and deliver full Emergency Response and Recovery Services. CrowderGulf is able to offer the City the widest possible spectrum of debris management and disaster recovery services which are itemized below:

Pre Planning & Training

Annual pre-disaster debris management planning sessions include training, review of emergency management plans, Debris Management Site (DMS) selection and other disaster recovery components.

Emergency Road Clearance "PUSH"

CrowderGulf provides push services by making certain that roadways designated by the City are clear and passable within 70 working hours from issuance of a Notice to Proceed (NTP) with such clearance.

**ROW & ROE Debris Removal**

CrowderGulf performs permitting, clearing, and/or removing FEMA eligible disaster related debris from the public rights-of-way, private property, streets, roads, canals, lakes, ponds and waterways in the City's jurisdiction as directed. Each load of debris is accurately and verifiably recorded on load tickets and presented to the City daily along with requested daily and weekly reports.

Development and Operation of DMS

CrowderGulf constructs DMS to handle the volume of debris generated in the City by the disaster. Operation of the DMS includes debris separation, reduction, recycling and proper holding, separating and disposal of hazardous waste and fluids. DMS are fully restored to original condition after project completion. CrowderGulf can also assist in selecting and identifying appropriate DMS locations and provide site specific operational plans.

**Final Debris Disposal**

CrowderGulf disposes of all debris, including reduced debris, in accordance with all applicable federal, state and local laws, standards and regulations. Tipping fees are typically associated with final disposal facilities and can be paid by CrowderGulf and back billed at a later date as a pass through cost at the City's request.

Stump Removal

All stump removal will be conducted following all FEMA 325 regulations. Stumps left on the rights-of-way will be hauled as regular vegetative debris. Only hazardous stumps that meet FEMA stump requirements will be removed upon FEMA approval. Complete documentation will be collected before and after the extraction.

**Tree Trimming & Removal (Leaners and Hangers)**

CrowderGulf performs tree trimming and removal in accordance with American National Standard ANSI A300. Other tasks also associated with tree trimming are tree topping, stump grinding, grubbing, clearing, hauling and disposal of trees to abate imminent and/or significant threats to public health and safety. All Tree work is directed by the City and a FEMA representative.

Demolition

CrowderGulf provides demolition services and removal of condemned structures and buildings that pose a threat to public health and safety. All demolition services requested are commenced with safety and regulatory requirements in place and all local, state and federal requirements are followed.



Derelict Vehicle Removal & Abandoned Vehicle Removal

CrowderGulf can perform all aspects of vessel and vehicle removal from land or water. Also offered is assistance with Ownership records and contact verification procedures. If needed, a storage site is established, maintained and managed for the vessel and/or vehicle holding as may be required by law. Documentation is kept on all stages of the removal of each vessel and vehicle from collection to final disposal.



Removal & Disposal of White Goods & E-Goods

CrowderGulf is experienced in the special handling of white goods (refrigerators, stoves, ac units, etc.) and e-goods (electronic equipment). All regulations on the proper disposal of hazardous fluids removal are followed.

Waterway Debris Removal & Shoreline Restoration

CrowderGulf has completed numerous projects throughout the Southeast removing marine debris from storm water drainage ditches to large rivers and canal systems. Removal of debris from the rivers and canals can require the use of shallow draft boats and barges equipped with knuckle-booms or track-hoes with debris grapples. In shallow water areas with limited access and extremely sensitive areas, the debris will be removed by hand labor. CrowderGulf has also completed earthen fill repairs and restoration as well as armored shorelines consisting of rip-rap, (both stone and recycled concrete). Additionally, CrowderGulf has the capabilities and experience to install gabions, geo-web products and various types of bulkheads and retaining walls.



Sonar Scanning

CrowderGulf has conducted numerous large scale operations utilizing sonar imagery and underwater video and photography. Sonar scanning is a technological and efficient way to locate and remove sunken marine debris from waterways.

Technical Disaster Recovery Assistance

CrowderGulf can provide assistance with all aspects of the Public Assistance Program including damage survey reports, project worksheets, documentation support and consultations/negotiation services and any other technical assistance needed.



Other services CrowderGulf is experienced in are, but not limited to:

Household Hazardous Waste (HHW)	
Temporary Ice, Water and Other Consumables	
Levee Construction	Hazardous Materials Handling
Land Clearing and Site Preparation	Historic Property Preservation
Road and Utility Work	Temporary Power Services/Generators
Marine Salvage	Dredging
Marine Construction	Pile Driving
Bulkhead and Pier Replacement	Bio-Mass Recycling
Portable Housing	Wetlands Restoration
Cellular Tower Construction	

Unique Services - New Drone & GoPro Capabilities

CrowderGulf utilizes the latest in Drone Technology to access and document projects. As of 2015, CrowderGulf has utilized **3D Robotics Solo Smart Drones** and **DJI Phantom Series Drones** on some of our projects. At client's request and supplemental cost, implementation of aerial technology has provided beneficial intelligence of existing conditions to help better prepare the response for areas that are still unreachable by truck or boat. Coupled with state of the art software, real time aerial maps and models can be constructed on site to deliver information never before available to the client in a timely manner. These capabilities have increased the effectiveness of training with our Clients, by providing recent project data and experiences to reference. Pricing for the CG Drone Operations can be provided upon request.



*Aerial footage of the
Hurricane Matthew
Debris Removal
Operation on Hilton
Head Island, SC*

- Feb. 2017(left)

*Aerial Image of Debris
Management Site on Hilton
Head Island, SC during the
Hurricane Matthew Debris
Removal Operation (right) aided
in site documentation and
updates to client.*



Benefits of Utilizing Drone Technology:

- High Resolution Aerial Maps of DMS or Affected Area
- Debris Estimation
- Damage Assessments
- 3D Computer Models
- High Definition Video
- Live Stream Video for EOC or other meetings
- Site/Project Documentation
- Historical Documentation
- Allows for effective decimation of information to the public showing the scope of the project
- Training
- Much more cost effective than traditional aerial platforms
- Can be deployed quickly in the most austere environments with little support



Custom Aerial Maps produced on site allow for the real time flow and decimation of critical information. These maps can be overlaid with annotations and area/volume calculations.



C. Location



C. Location of Firm

CrowderGulf Joint Venture Inc.
5435 Business Parkway
Theodore, AL 36582
Approximately 100 Miles Away from the City of Destin, FL

CrowderGulf Joint Venture, Inc.

Disaster Administration Office
5435 Business Parkway
Theodore, Alabama 36582
Phone: 800-992-6207
Fax: 251-459-7433
jramsay@crowdergulf.com

www.crowdergulf.com

FEIN: 01-0626019
Incorporated in 2002
FL License CGC1522633

President & CEO
John Ramsay
(251) 459-7430

jramsay@crowdergulf.com

Senior Vice President & COO
Ashley Ramsay-Naile
(646) 872-1548 cell

aramsay@crowdergulf.com

Regional Director
John Campbell
Winter Garden, FL
(859) 963-8672 cell

jcampbell@crowdergulf.com

Senior Documentation Director
Margaret Wright, Ph.D.
(251) 604-6346 cell

mwright@crowdergulf.com

Regional Manager
Don Madio
Clearwater, FL
(813) 285-8749

dmadio@crowdergulf.com

Bonding

Bowen, Miclette & Britt of Florida, LLC
Mr. Jim Congelio, Sr.
1715 N. Westshore Blvd., Suite 920
Tampa, FL 33607
813-282-1938

Insurance

Point Clear (Gray Insurance)
Mr. G. B. Taylor
368 Commercial Park Drive
Fairhope, AL 36532
251-990-9050

D. Project Work Experience



D. Previous Work Experience / Past Performance

The chart below contains a partial listing of contracted work accomplished by CrowderGulf as Prime Contractor (unless otherwise stated) for the past 5 years. A complete list can be made available dating back to Hurricane Frederick in 1979.

OWNER/LOCATION & TIMELINE	DESCRIPTION OF WORK	PROJECT VALUE	APPROX. CY	CONTRACTING POINT OF CONTACT
2018 Hurricane Michael CAT V (FL)	9 Activations – 24 DMS's	\$188,558,900 + Total Event Cost	10,178,510 + Total Event CY	
Apalachicola, FL 10/21/2018-12/18/2018	Removed & Disposed: vegetation; Reduced: Grinding (52,178cy); Leaners (5) & Hangers (1,267 trees); White Goods (8); Monitored by Tetra Tech	\$1,044,871	59,069	Ronald W. Nalley , City Manager; 1 Avenue E., Apalachicola, FL 32320; amklibrary2017@gmail.com ;
Bainbridge, GA 04/04/2019-Ongoing	Removed & Disposed: vegetation; Reduced: Grinding (5,380cy); Leaners (367) & Hangers (40,335 trees); Monitored by True North	\$465,313	5,380	
Bay Co, FL 10/17/2018-Ongoing	Removed & Disposed: vegetation; C&D Compact (396,328cy) Reduced: Grinding (1,401,632cy) Leaners (3,814) & Hangers (5,782 trees); White Goods (32); Monitored by Landfill Strategies	\$28,526,902	1,797,668	Keith Bryant , Director of Public Works; 840 W. 11st Street, Panama City, FL 32401; 850-248-8302; kbryant@baycountycl.gov
Carrabelle, FL 10/30/2018-12/19/2018	Removed & Disposed: vegetation; Reduced Grinding (18,456); Hangers (404 trees); Monitored by Tetra Tech	\$360,820	20,056	Courtney Dempsey , CRA Director; 1001 Gray Avenue, Carrabelle, FL 32322; 850-544-5233; citycbe@gcom.net
Dauphin Island, AL 10/10/2018-10/22/2018 01/10/2019-2/13/2019	Sand Removal	\$271,683	Hrly	Mayor Jeff Collier ; 1011 Bienville Blvd.; Dauphin Island, AL 36528 251-861-5525; jcollier@townofdauphinisland.org
Decatur Co, GA 03/22/2019-Ongoing	Removed & Disposed: vegetation; Leaners (1,914) & Hangers (18,585 trees); Monitored by True North	\$2,064,609	17,208	
FL DEP 02/07/2019-Ongoing	Removed & Disposed: waterway vegetation; Reduced Grinding (116,673cy); Monitored by Eisman Russo	\$17,462,034	141,132	
Franklin Co, FL 10/16/2018-01/24/2019	Removed & Disposed: vegetation; Reduced Grinding (90,244cy); Leaners (67) & Hangers (1,414 trees); Ewaste (94); White Goods (233); HHW (145lbs); Monitored by Tetra Tech	\$2,213,220	126,087	Pamela Brownell , EM Director; 28 Airport Rd., Apalachicola, FL 32320; 850-653-8977 ext 100; Cell 850-653-6748; em3frank@fairpoint.net
Jackson Co, FL 10/12/2018-Ongoing	Removed & Disposed: vegetation; Reduced Grinding (2,221,316cy); Leaners (12,767) & Hangers (15,008 trees); Stumps (7); Monitored by Metrics	\$36,213,608	2,352,198	Rodney Andreasen , Director of Emergency Management; 2819 Panhandle Rd., Operations Complex, Marianna, FL 32446; 850-718-0007; Cell 850-573-1058; randreasen@jacksoncountycl.com
Lynn Haven, FL 10/10/2018-5/9/2019	Removed & Disposed: vegetation; Reduced Grinding (500,178cy); Leaners (404) & Hangers (1,580 trees); Stumps (21); Monitored by Tetra Tech. Provided Sat. Phones	\$10,325,243	633,615	Michael White , City Manager; 825 Ohio Ave., Lynn Haven, FL 32444; 865-265-2121, Cell 850-814-8740; citymanager@cityoflynnhaven.com
Mexico Beach, FL 2/25/2019-Ongoing	Dredging Canal and disposing of hurricane debris	\$4,249,831	38,000	
Panama City Beach, FL 01/14/2019-01/24/2019	Removed & disposed of vegetation (54,233cy) & C&D (7,017cy) ground on site and hauled out (18,074cy)	\$444,581	61,250	Janine Thomas , PW Senior Administrative Support Specialist, 116 S. Arnold Road Panama City Beach, FL 32413 850-233-5100 jthomas@pcbqov.com

OWNER/LOCATION & TIMELINE	DESCRIPTION OF WORK	PROJECT VALUE	APPROX. CY	CONTRACTING POINT OF CONTACT
Panama City, FL 10/11/2018-Ongoing	Removed & Disposed: vegetation; C&D Compact (1,234,118cy); Reduced Grinding (2,051,548cy); Leaners (13,503); Hangers (31,176 trees); Stumps (2,546); Monitored by Landfill Strategies	\$59,524,958	3,307,326	Neil Fravel , Director of Public Works; 819 E. 11 th Street, Panama City, FL 32401; 850-872-3015; nfravel@pcgov.org
Parker, FL 10/23/2018-5/10/2019	Removed & Disposed: vegetation; C&D Compact (159,189 cy) Reduced Grinding (389576cy); Leaners (344) & Hangers (846 trees); Stumps (21); Monitored by Tetra Tech	\$7,669,442	535,114	Nancy Rockwell , City Clerk; 1001 West Park Street, Parker, FL 32404 850-960-1908, Cell 850-528-9032; narowell@cityofparker.com
Washington Co, FL 10/18/2018-Ongoing	Removed & Disposed: vegetation; Reduced Grinding (1,403,361cy); Leaners (10,301), Hangers (35,683) Stumps (108); Monitored by Witt O'Briens	\$22,514,578	1,457,666	Ms. Lynne Abel , EM Public Safety Director; 2300 Pioneer Road, Chipley, FL 32428; 850-638-6203; label@washingtonfl.com
2018 Hurricane Florence CAT 1 (NC & SC)	18 Activations – 16 DMS's – FEMA-DR-4292-NC	\$28,521,987 Total Event Cost	1,851,851+ Total Event CY	
Bald Head Island, NC 10/09/2018-02/20/2019	Removed & Disposed: vegetation; Reduced Grinding (24,599cy); Leaners (275) & Hangers Trees (3,148); WG (225); HHW (1,440 lbs) Monitored by Landfill Strategies	\$1,383,281	34,059	Chris Clemmons , Director of Public Works; 110 Rothschild Street, Holden Beach, NC 28463; 910-842-6488; pworks@hbtownhall.com Chris McCall – Village Manager, 910-457-9700; cmccall@villagebhi.org
Bolivia, NC 10/02/2018-01/15/2019	Removed & Disposed: vegetation; Reduced Grinding (749cy); Leaners (10) & Hangers Trees (36); Monitored by Landfill Strategies	\$15,489	1,064	Dustin Graham , Director of Public Works; 700 Sunset Blvd., Sunset Beach, N 28468; 910-579-6297 ext 1048, Cell 910-443-1144; dgraham@sunsetbeachnc.gov Jane Marston , Mayor; 910-471-2024
Brunswick Co, NC 09/26/2018-01/24/2019	Removed & Disposed: vegetation, C&D Reduce Grinding (323,632cy); Leaners (2,196) & Hangers (19,133 trees); Monitored by Landfill Strategies	\$6,106,287	385,556	Wyatt Richardson , Operation Services Director of Parks & Recreation; 102 Town Hall Drive, Leland, NC 28451; 910-332-4651, Cell 910-470-7347; wrichardson@townofleland.com Micki Bozeman , Solid Waste Coordinator, micki.bozeman@brunswickcountync.gov
Caswell Beach, NC 10/05/2018-01/22/2019	Removed & Disposed: vegetation; C&D Reduced Grinding (8,722cy) ; Leaners (3) & Hangers (182 trees); Monitored by Landfill Strategies	\$154,906	10,520	Mayor Jane Marston ; PO Box 93, Bollivia, NC 28422; 910-471-2024; townhall.bolivia@atmc.net ;
Duplin Co, NC 10/01/2018-12/11/2018	Removed & Disposed: vegetation; Reduced Grinding (92,323cy); White Good (1,186cy); HHW (6,200 lbs); Monitored by Tetra Tech	\$2,682,013	190,032	Chris Vernon , Emergency Management Director; 209 Seminary St. Kenansville, NC 28349; 910-296-2160 x224, Cell 910-271-2772; chris.vernon@duplincountync.com
Fayetteville, NC 09/26/2019-12/07/2018	Removed & Disposed: vegetation; Reduced Grinding (126,511cy) ; Monitored by Tetra Tech	\$1,991,073	120,741	Jackie Tuckey , Public Information Officer 910-433-1854 jtuckey@ci.fay.nc.us Scott L. Bullard , Emergency Manager of Fire/EM; 433 Hay St., Fayetteville, NC 28301; 910-433-1789, Cell 910-551-4208; sbullard@ci.fay.nc.us
Holly Ridge, NC 10/04/2018-01/09/2019	Removed & Disposed: vegetation; Reduced Grinding (8,973cy) ; Hangers (135 trees); Monitored by Tetra Tech	\$143,935	11,575	
Jacksonville, NC 09/07/2018-02/06/2019	Removed & Disposed: vegetation: ROW to DMS and Reduced Grinding (273,805cy); Leaners (39,190) & Hangers (2,823 trees); Stumps (4); Monitored by Thompson	\$5,245,709	269,224	Wally Hansen , Public Services Director – Engineering & Construction; PO Box 128. Jacksonville, NC 28451; 910-938-5260; whansen@ci.jacksonville.nc.us ; Dr. Richard L. Woodruff , City Manager; 910-938-5220; citymanager@ci.jacksonville.nc.us
Leland, NC 09/29/2018-12/21/2018	Removed & Disposed: vegetation; ROW to DMS and Reduced Grinding (113,668cy); Leaners (143) & Hangers (872 trees); Monitored by Landfill Strategies	\$1,527,901	113,668	Wyatt Richardson , Operations Services Director; 102 Town Hall Drive, Leland, NC 28451 Ofc: 910-332-4651 Cell: 910-470-7347 wrichardson@townofleland.com

OWNER/LOCATION & TIMELINE	DESCRIPTION OF WORK	PROJECT VALUE	APPROX. CY	CONTRACTING POINT OF CONTACT
Navassa, NC 10/23/2018-11/28/2018	Removed & Disposed: vegetation and C&D. Monitored by Landfill Strategies	\$184,995	15,811	Mayor Eulis Willis; 334 Main St., Navassa, NC 28451; 910-371-2432; mayor@townofnavassa.org
Northwest, NC 10/16/2018-12/01/2018	Removed & Disposed: vegetation and C&D; Leaners (15) & Hangers (81 trees); Monitored by Landfill Strategies	\$29,944	1,879	Mayor James Knox - 910-515-9677 - cityofnorthwest@cityofnorthwest.com
North Topsail Beach, NC 09/18/2018-12/19/2018	Removed & Disposed: vegetation; ROW to DMS, C&D Reduction (40,178cy) and Sandscreening (37,171cy); Monitored by Tetra Tech	\$1,282,198	40,178	Thomas Best, Public Works Director; 3315 Gray St., North Topsail Beach, NC 28460; 910-328-9297, Cell 910-376-0453; tbest@ntbnc.org
Oak Island, NC 10/09/2018-01/23/2019	Removed & Disposed: vegetation; ROW to DMS and Reduced Grinding (55,965) Leaners (154) & Hangers (2,752 trees); Monitored by Land Strategies	\$1,764,065	129,837	David Kelley, Town Manager; dkelly@ci.oak-island.nc.us
Onslow Co, NC 09/29/2018-01/12/2019	Removed & Disposed: vegetation; ROW to DMS and Reduced Grinding (408,348); Leaners (78) & Hangers (9,313 trees); Monitored by Tetra Tech	\$6,349,681	477,354	Norman Bryson, Emergency Services Director; 1180 Commons Drive North, Jacksonville, NC 28546; 910-347-4270, Cell 910-340-5033; Norman_Bryson@onslowcountync.gov
Richlands, NC 10/05/2018-01/05/2019	Removed & Disposed: vegetation; ROW to DMS and Reduced Grinding (7,600); Hangers (192 trees); Monitored by Tetra Tech	\$138,477	9,144	
Sandy Creek NC 10/15/2018-11/12/2018	Removed & Disposed: vegetation; ROW to DMS and Reduced Grinding (1,189cy); Monitored by Land Strategies	\$14,987	1,889	Genn Marshall, Mayor; 910-655-6028 or 240-256-0810
SCDOT 09/14/2018-11/28/2018	Removed & Disposed: vegetation; HHW (540 lbs); Monitored by Thompson	\$117,808	4,867	Tom Johnson, SCDOT Manager / Emergency Operation; 803-354-2288; johnstona@scdot.org
Shallote, NC 10/05/2018-01/16/2019	Removed & Disposed: vegetation; ROW to DMS & Reduced Grinding (10,169cy); Monitored by Land Strategies	\$151,948	10,169	Mimi Gaither, Town Administrator; 910-619-7452
Swansboro, NC 09/07/2018-11/07/2018	Removed & Disposed: vegetation; Reduced Grinding (30,816cy); Leaners (8) & Hangers (90 trees); Monitored by Thompson	\$535,676	30,816	Scott Chase, Town Manager; 601 W. Corbett Avenue, Swansboro, NC 28584; 910-326-4428 x 175, Cell 910-712-4500; schase@ci.swansboro.nc.us
Varnamtown, NC 10/11/2018-01/15/2019	Removed & Disposed: vegetation; ROW to DMS and Reduced Grinding (4,369cy); Leaner (9); & Hanger (283 trees); Monitored by Land Strategies	\$68,261	4,369	Judy Galloway, Mayor; 910-842-6697; jllg@atmc.net
2018 Project Other Projects	4 Contracts	\$793,126		
Dauphin Island, AL	Tropical Storm Gordon – Sand Removal	\$14,000		Mayor Jeff Collier; 1011 Bienville Blvd.; Dauphin Island, AL 36528 251-861-5525; jcollier@townofdauphinisland.org
Eastern Shipbuilding Group	Dredging	\$741,332		Greg Bourdreaux, Project Manager 2200 Nelson Street Panama City, FL 32402 850-763-1900 xt. 3328 Cell: 850-819-9093, gbourdreaux@easternshipbuilding.com
Orange Beach, AL		\$2,200		Phillip West, Coastal Resource Manager; 4101 Oganee Beach Blvd., Orange Beach, AL 36561; 251-981-6788, Cell 251-747-6166; pwest@orangebeachal.gov
TNC – The Nature Conservancy	Constructed Living Shoreline; Channel Dredging; Spoils Removal and Helen Woods Park Oyster Castle Pallets	\$28,800		Mary Kate Brown, Coast Projects Manager, 118 N. Royal St. Suite 500 Mobile, AL 36602 251-433-1150 Cell: 251-550-3728, mkbrown@tnc.org

OWNER/LOCATION & TIMELINE	DESCRIPTION OF WORK	PROJECT VALUE	APPROX. CY	CONTRACTING POINT OF CONTACT
2018 Red Tide / Fish Kill Cleanup	6 Contracts Activated for Event	\$2,341,980 Total Event Cost		
Barrier Islands Park, Boca Grande, FL 8/8/2018-8/14/2018	Remove debris from beach	\$7,051	Hrly	Sharon McKenzie , Exec. Dir., Barrier Islands Parks Society, PO Box 637, Boca Grande, FL 33921, 941-964-0060, smckenziebips@gmail.com
Collier Co, FL 8/27/2018-9/4/2018	Remove debris from Canal & Bay	\$47,444	Hrly	Gary McAlpin , Gary.McAlpin@colliercountyfl.gov
Ft Myers Beach, FL 7/31/2018-8/12/2018	Remove debris from Beach / Canal & Bay	\$262,767	Hrly	Chelsea O'Riley , chelsea@fmbgov.com
Lee Co, FL 8/20/2018-9/3/2018	Remove debris from Beach / Canal & Bay	\$374,201	Hrly	Mary Tucker , Dir of Procurement, Lee Co Board of County Commissioners, 1500 Monroe St, 4th Floor, Ft Myers, FL 33901, 239-533-8881, mtucker@leegov.com
Sanibel, FL 7/31/2018-9/6/2018	Remove debris from Beach / Canal & Bay	\$1,556,961	Hrly	Laura Zautcke , Ops Manager, City of Sanibel, 800 Dunlop Rd, Sanibel, FL 33957, 239-472-9615, ext 368, Laura.Zautcke@mysanibel.com
Sarasota Co, FL 8/28/2018-8/31/2018	Remove debris from Beach	\$93,556	Hrly	Lois Rose , Solid Waste Mgr. 4000 Knights Trail Road Nokomis, FL 34275 Ofc: 941-861-1589 Cell: 941-650-0722 Fax: 941-486-2620 lerose@scgov.net
2017 Hurricane Nate	3 Contracts Activated for Event	\$2,119,616 Total Event Cost	165,947 Total Event CY	
Dauphin Island, AL 10/8/2017-4/3/2018	Clearing Sand from the Roads	\$2,100,704	163,903	Jeff Collier , Mayor, 1011 Bienville Blvd, Dauphin Island, AL 36528, 251-861-5525, jcollier@townofdauphinisland.org Wanda Sandagger , Administrative Assistant, 1011 Bienville Blvd, Dauphin Island, AL 36528, 251-861-5525, wsandagger@townofdauphinisland.org
Dauphin Island Water Authority, AL 12/12/2017-12/15/2017	Sand Push	\$5,702	Hrly	Vaile Feemster , DIWSA@AOL.COM
Mobile, AL 11/16/2017-11/20/2017	Removed & Disposed: C&D,	\$18,911	2,044	Bill Harkins , Public Works Dir, harkinsb@cityofmobile.org
2017 Hurricane Irma	64 Contracts Activated for Event - 115 DMS Managed for Event	\$202,589,827 Total Event Cost	10,447,423 Total Event CY	
Apopka, FL 9/24/2017-01/26/2018	Removed & Disposed: vegetation, hangers (1,194 ea), stumps (15); Tasks: Storm Sewer Cleaning; Monitored by Landfall Strategies	\$2,108,037	150,295	Josh Robinson , Solid Waste Operations Manager, 748 E. Cleveland St. Apopka, FL 32703, 407-703-1731 fax: 407-703-1748 jrobinson@apopka.net
Arcadia, FL 10/2/2017-12/11/2017	Removed & Disposed: vegetation, hangers (894 trees), leaners (107 trees), stumps(13); burned (33,868); Reduced: at 1 site by burning; Monitored by Landfall Strategies	\$499,522	33,868	Beth Carsten , Finance Director 23 North Polk Ave. Arcadia, FL 34266, 863-494-4114 fax: 863-494-4712 ecarsten@arcadia-fl.gov Penny Delaney , City Clerk 23 North Polk Ave. Arcadia, FL 34266 863-494-4114 fax: 863-494-4712 pdelaney@arcadia-fl.gov
Aventura, FL 9/15/2017-11/07/2017	Removed & Disposed: vegetation, mulch, hangers (708 trees) Reduced: at 1 site by grinding Monitored by Volkert	\$379,842	8,367	Joseph Kroll , Public Works Director 19200 W. County Club Drive Aventura, FL 33180 cell: 305-525-1694, ofc: 305-466-8970 fax: 305-466-3277 jkroll@cityofaventura.com Alan Levin , Public Works Operations Manager 19200 W. Country Club Drive Aventura, FL 33180 cell: 305-218-6844 ofc: 305-466-8931 alevine@cityofaventura.com

OWNER/LOCATION & TIMELINE	DESCRIPTION OF WORK	PROJECT VALUE	APPROX. CY	CONTRACTING POINT OF CONTACT	
Bonita Springs, FL 9/23/2017-12/12/2017	Removed & Disposed: C&D, vegetation, grind (412,401), mulch, leaners (357) / hangers (10,148 trees) Reduced: at 1 site by grinding Monitored by Thompson - ADMS	\$6,521,630	440,154	Matt Feeney , Public Works Director 9101 Bonita Beach Road, Bonita Springs, FL 34135 ofc: 239-949-6246 fax: 239-949-6245 matt.feeney@cityofbonitasprings.org	Arleen Hunter , Assistant City Manager 9101 Bonita Beach Road, Bonita Springs, FL 34135 ofc: 239-949-6262 Arleen.hunter@cityofbonitasprings.org
Brevard Co, FL 9/18/2017-11/29/2017	Removed & Disposed: C&D, vegetation, mulch Reduced: at 4 site by grinding Monitored by Tetra Tech - ADMS	\$2,370,625	172,031	"Euri" Euripides Rodriguez , SW Dir, 2725 Judge Fran Jamieson Way, Bldg A, Ste 118, Viera, FL 32940, 321-633-2042, euripides.rodriguez@brevardcounty.us	
Casselberry, FL 9/20/2017-01/03/2018	Removed & Disposed: C&D, vegetation, mulch, leaners (58) / hangers (26 trees), stumps (21) Reduced: at 4 site by grinding Monitored by Tetra Tech - ADMS	\$364,046	20,817	Mr. Charles "Chuck" Smith Public Works Parks and Facilities Supervisor 95 Triplet Lake Drive Casselberry, FL 32707 cell: 321-388-4194 ofc: 407-262-7725 xt. 1717 csmith@casselberry.org	Willie Velez , Procurement Administrator 95 Triplet Lake Drive Casselberry, FL 32707 ofc: 407-262-7700 xt. 1137 fax: 407-262-7746, wvelez@casselberry.org
Charlotte County, FL 11/11/2017-01/26/2018	Removed & Disposed: C&D, vegetation, leaners (238) / hangers (5,070 trees); Monitored by Tetra Tech - ADMS	\$1,032,095	6,193 Tons	Richard Allen , SW Operations Manager, 25550 Harbor View Rd, Unit 2, Port Charlotte, FL 33982, 941-764-4393, richard.allen@charlottecountyfl.gov	
Chatham Co, GA 9/20/2017-1/9/2018	Removed & Disposed: C&D, vegetation, mulch, grind (60,495) Reduced: at 1 site by grinding Monitored by Thompson- ADMS	\$440,701	26,958	Robert Drewry , Director of Public Works 7226 Varnedoe Drive Savannah, GA 31406 ofc: 912-652-6842 fax: 912-652-6845 rdrewry@chathamcounty.org	Robin L. Maurer , Assistant Purchasing Director 1117 Eisenhower Drive, Suite C Savannah, GA 31406 ofc: 912-790-1623 fax: 912-790-1627 rmaurer@chathamcounty.org
Clay Co, FL 9/18/2017-1/10/2018	Removed & Disposed: C&D, vegetation, mulch, leaners / hangers; Reduced: at 6 site by grinding Monitored by Landfall Strategies	\$5,593,903	516,358	John Ward , EM Dir, 2519 SR 16 W, Green Cove Springs, FL 32043, 904-541-2767, John.Ward@claycountygov.com	
Cocoa Beach, FL 9/18/2017-10/25/2017	Removed & Disposed: C&D, vegetation, mulch, compacted C&D; Reduced: at 1 site by grinding Monitored by Tetra Tech - ADMS	\$207,256	16,838	Rob Strong , Project Manager, Public Works, 1600 Minutemen Causeway, Cocoa Beach, FL 32932, 321-868-3316, rstrong@cityofcocoaabeach.com	
Coleman, FL 9/25/2017-12/18/2017	Removed & Disposed: vegetation, mulch, Stumps (6) Reduced: at 1 site by grinding Self Monitored	\$28,464	2,557	Mayor Milton Hill , 3502 E. Warm Springs Avenue Coleman, FL 33521 cell: 352-978-9938 ofc: 352-748-1017 Fax: 352-748-2291 miltonhill@cityofcolemanfl.com	Ruth Busby , Public Services Director 3502 E. Warm Springs Avenue Coleman, FL 33521 ofc: 352-748-1017 Fax: 352-748-2291 ruthbusby@cityofcolemanfl.com
Collier County, FL 5/15/2018-Ongoing	Removed & Disposed: drainage ditch debris, stumps (1,360), leaners (714); Monitored by Tetra Tech - ADMS	\$15,941,390	49,215	Gino Santabarbara , Gino.Santabarbara@colliercountyfl.gov	Tony Barone , Tony.Barone@colliercountyfl.gov
Deltona, FL 9/19/2017-12/18/2017	Removed & Disposed: vegetation, mulch, leaners (99) / hangers (2,734 trees); Reduced: at 1 site by grinding Monitored by Tetra Tech - ADMS	\$3,257,453	288,403	Matt Doan , PW Dir, 2345 Providence Blvd, Deltona, FL 32725, 386-878-8950, mdoan@deltonafl.gov	
DeSoto Co, FL 10/2/2017-02/15/2018	Removed & Disposed: vegetation, mulch, leaners (459) / hangers (1 trees), stumps (228); Reduced: at 1 site by grinding Monitored by Landfall Strategies	\$1,479,493	91,100	Tom Moran , Emergency Management Director 2200 NE Roan Street Arcadia, FL 34266 Cell: 863-993-5855, Ofc: 863-993-4831, Fax: 863-993-4840 t.moran@desotobocc.com	Cindy Talamantez , Purchasing Director 201 E. Oak Street, Suite 203 Arcadia, FL 34266 Ofc: 863-993-4816 Fax: 863-993-4819 c.talamantez@desotobocc.com
Edgewater, FL 9/19/2017-11/2/2017	Removed & Disposed: vegetation Monitored by Witt O'Briens - ADMS	\$409,726	57,937	Brenda DeWees , Dir of Env Services, 409 Mango Tree Drive Edgewater, FL 32132 386-424-2400, bdeweess@cityofedgewater.org	

OWNER/LOCATION & TIMELINE	DESCRIPTION OF WORK	PROJECT VALUE	APPROX. CY	CONTRACTING POINT OF CONTACT	
Edgewood, FL 9/21/2017-11/9/2017	Removed & Disposed: vegetation, mulch Reduced: at 1 site by grinding Monitored by Landfall Strategies	\$214,703	14,939	Bea L. Meeks , City Clerk, 405 Larue Ave. Edgewood, FL 32809 Cell: 352-267-8839, Ofc: 407-851-2920 Fax: 407-851-7361 bmeeks@edgewood-fl.gov	Mayor Ray Bagshaw 405 Larue Ave. Edgewood, FL 32809 Cell: 407-230-0355, Ofc: 407-851-2920 rbagshaw@edgewood-fl.gov
Estero, FL 09/22/2017-02/04/2018	Removed & Disposed: vegetation Monitored by Rostan	\$30,998	1,596	David Willems , Public Works Director 9401 Corkscrew Palms Circle Estero, FL 33928 239-221-5035 willems@estero-fl.gov	
Flagler Beach, FL 9/22/2017-10/21/2017	Removed & Disposed: vegetation, C&D, mulch Reduced: at 2 site by grinding; Monitored by Thompson - ADMS	\$320,364	25,535	Larry Newsom , City Manager, 105 South Second St, Flagler Beach, FL 32136, 386-517-2000, newsom@cityofflaglerbeach.com	
FL DEP – Waterway 09/18/2017-03/31/2018	Waterway Debris Removal; Remove waterway debris with boats to an offload site, load onto trucks for disposal	\$43,636,590	267,008	Scott Woolam , Sr Program Analyst, Div of State Lands, 3900 Commonwealth Blvd, Mail Station 100, Tallahassee, FL 32399-3000, 850-245-2806, Scott.Woolam@dep.state.fl.us	
Flagler Co, FL 9/26/2017-11/6/2017	Removed & Disposed: vegetation Monitored by Eisman Russo	\$402,926	22,491	Richard Gordon , Asst Co Engineer, 1769 E Moody Blvd, Building 2, Bunnell, FL 32110, 386-313-4006, rgordon@flaglercounty.org	
Ft Myers, FL 9/27/2017-12/5/2017	Removed & Disposed: vegetation, mulch, leaners (47) / hangers (3,060 trees) Reduced: at 2 site by grinding Monitored by Thompson - ADMS	\$3,757,646	258,992	Mr. Saeed Kazemi , City Manager 2200 Second Street Ft. Myers, FL 33901 Cell: 239-851-1753 Ofc: 239-321-7024 SKazemi@cityfmyers.com	Sandra Ryan , Interim Dep. City Clerk 2200 Second Stret Ft. Myers, FL 33901 Ofc: 239-321-7035
Ft Myers Beach, FL 9/27/2017-12/7/2017	Removed & Disposed: vegetation, mulch Monitored by Thompson - ADMS	\$257,847	20,298	Roger Hernstadt , Town Manager 2523 Estero Blvd. Fort Myers Beach, FL 33931 Ofc: 239-765-0202 Fax: 239-765-0909 Roger@fmbgov.com	Scott Baker , Director of Public Works 2523 Estero Blvd. Fort Myers Beach, FL 33931 Cell: 239-218-7733 Ofc: 239-765-0202 sbaker@fortmyersbeachfl.gov
Glades Co, FL 10/3/2017-2/26/2018	Removed & Disposed: vegetation, C&D Reduced: at 6 site by burning Monitored by Thompson - ADMS	\$397,295	42,414	Angela Snow Colegrove , EM Director 500 Ave J. Moore Haven, FL 33471 Cell: 863-673-1837 Ofc: 863-946-6020 Fax: 863-946-1091 asnow@myglades.com	Paul Carlisle , County Manager 500 Ave J. Moore Haven, FL 33471 Ofc: 863-946-6000 pcarlisle@myglades.com
Hardee Co, FL 9/19/2017-1/31/2018	Removed & Disposed: vegetation, C&D, hangers (5,592), leaners (3) Monitored by Witt O'Briens - ADMS	\$1,067,905	67,343	Jill Newman , EM Director 404 W. Orange St. Wauchula, FL 33873 Cell: 863-832-0324 Ofc: 863-773-6373 Fax: 863-773-9390 jill.newman@hardeecounty.net	Willie Nabong , PW Director 205 Hanchey Road Wauchula, FL 33873 Ofc: 863-773-3272 Fax: 863-773-0107 willie.nabong@hardeecounty.net
Hilton Head, SC	Push Operations	\$25,241	Hrly	Jennifer Lyle , Asst Town Engineer, One Town Center Ct, Hilton Head Island, SC 29928, 843-341-4779, jenniferl@hiltonheadislandsc.gov	
Jupiter, FL 9/11/2017-10/24/2017	Push Operations Removed & Disposed: vegetation, C&D Monitored by Tetra Tech - ADMS	\$370,420	43,668	Mr. Thomas "Tom" Discoll , Director of Engineering & Public Works 210 Military Trail Jupiter, FL 33458 Cell: 561-440-0213 Ofc: 561-741-2215 Fax: 561-741-2515 thomasd@jupiter.fl.us	Mr. Doug Koennicke , Town Engineer 210 Military Trail Jupiter, FL 33458 Ofc: 561-741-2258 Cell: 561-723-4680, dougk@jupiter.fl.us
Kissimmee, FL 9/18/2017-12/16/2017	Removed & Disposed: vegetation, C&D, mulch, e-waste (21) Reduced: at 1 site by grinding Monitored by Tetra Tech - ADMS	\$494,146	29,638	Kerrith Fiddler , PW Director, 101 Church Street, Suite 301 Kissimmee, FL 34741 Cell: 407-252-7823 Ofc: 407-518-2164 kfiddler@kissimmee.org	George Allen , PW Operations Assistant Director 101 Church Street Kissimmee, FL 34741 Ofc: 407-518-2523 Cell: 407-624-0155 gallen@kissimmee.org

OWNER/LOCATION & TIMELINE	DESCRIPTION OF WORK	PROJECT VALUE	APPROX. CY	CONTRACTING POINT OF CONTACT	
Lake Co, FL 9/16/2017-02/28/2018	Removed & Disposed: vegetation, mulch, hangers (3,918 trees), leaners (22); Reduced: at 3 site by grinding Monitored by Tetra Tech - ADMS	\$6,114,179	355,512	Mary Hamilton Environmental Services Mgr., 323 N. Sinclair Ave. Tavares, FL 32778 Ofc: 352-483-9006 mhamilton@lakecountyfl.com	David Salinas , Public Works Landfill Supervisor., 13130 County Landfill Rd., Tavares, FL 32778 Cell: 352-636-0851 Ofc: 352-343-3776 Fax: 352-253-1690 dsalinas@lakecountyfl.gov
Lake Mary, FL 9/19/2017-12/9/2017	Removed & Disposed: vegetation, C&D, mulch, leaners (10), hangers (453 trees); Reduced: at 1 site by grinding Monitored by Thompson - ADMS	\$563,577	43,935	Bruce Paster , PW Director 911 Wallace Court Lake Mary, FL 32746 Cell: 407-463-8133 Ofc: 407-585-1452 bpaster@lakemaryfl.com	Jill Alvarez , Purchasing Coordinator 100 N. Country Club Road Lake Mary, FL 32746 Ofc: 407-585-1403 Fax: 407-585-1464 jalvarez@lakemaryfl.com
Lakeland, FL 9/19/2017-02/09/2018	Removed & Disposed: vegetation, C&D, mulch, leaners (413), hangers (12,189 trees), stumps (6); Reduced: at 3 site by grinding; Monitored by Thompson - ADMS	\$3,345,920	228,996	Heath Frederick , PW Director 228 S Massachusettes Ave. Lakeland, FL 33801 Cell: 386-747-2370 , Ofc: 863-834-6001 heath.frederick@lakelandgov.net	Greg James , PW Assistant Director 228 S. Massachusettes Avenue Lakeland, FL 33801 Cell: 863-608-1468 Ofc: 863-834-6040 greg.james@lakelandgov.net
Lauderdale-By-The-Sea, FL 9/16/2017-10/9/2017	Removed & Disposed: vegetation, hangers (131 trees) Monitored by Witt O'Briens - ADMS	\$71,211	6,748	Don Prince , Director of Municipal Services 4501 N. Ocean Drive Lauderdale-By-The-Sea, FL 33308 Cell: 954-275-0808 Ofc: 954-640-4232 Fax: 954-776-0578 DonP@lbts-fl.gov	Ralph "Bud" Bentley , Town Manager 4501 Ocean Drive Town of Lauderdale-By-The-Sea, FL 33308 Ofc: 954-640-4200 Fax: 954-776-1857 budb@flts-fl.gov
Lazy Lakes, FL 9/17/2017-10/15/2017	Removed & Disposed: vegetation, hangers (3 trees)	\$2,887	332	Melissa Augustin , City Attorney, 3099 E Commercial Blvd, Ste 200, Ft Lauderdale, FL 33308, 954-771-4500, maugustin@cityatty.com	
Lee Co, FL 9/16/2017-7/5/2018	Removed & Disposed: vegetation, C&D, mulch, leaners (3,733)/ hangers (70,730 trees); Reduced: at 13 site by grinding Monitored by Thompson - ADMS	\$29,654,974	1,729,186	DR , Public Utilities Manager 10500 Buckingham Rd. Fort Myers, FL 33905 Cell: 239-229-5733 Ofc: 239-533-8000 Fax: 239-338-3337 jfournier@leegov.com	Jim Bjostad , Public Safety Emergency Manager 2675 Ortiz Ave. Ft. Myers, FL 33905 Cell: 239-476-2147 Ofc: 239-533-0617 Fax: 239-477-3636 jbjostad@leegov.com
Miami Springs, FL 9/14/2017-02/15/2018	Push Operations; Removed & Disposed: vegetation, C&D, mulch, leaners (314), hangers (3,862 trees), stumps (74) Reduced: at 1 site by grinding; Monitored by Thompson - ADMS	\$3,673,278	141,744	Tammy Romero , Procurement Specialist 201 Westward Drive Miami Springs, FL 33166 Ofc: 305-805-5035 Fax: 305-805-5018 romerot@miamisprings-fl.gov	William Alonso , City Manager 201 Westward Drive Miami Springs, FL 33166 Ofc: 305-805-5014 alonsow@miamisprings-fl.gov
Miami, FL 10/4/2017-12/14/2017	Removed & Disposed: vegetation, C&D, mulch, leaners (162), hangers (4,213 trees), stumps (103) Reduced: at 1 site by grinding; Monitored by Tetra Tech - ADMS	\$1,452,739	64,163	Mario F. Nunez , Solid Waste Director 1290 N.W. 20 Street Miami, FL 33142 Ofc: 305-960-2804 Fax: 305-960-2850 mfnunez@miamigov.com	Robert Williams , Solid Waste Superintendent 1290 N.W. 20 Street Miami, FL 33142 Ofc: 305-960-2837 Fax: 305-960-2845 robwilliams@miamigov.com
Mount Dora, FL 9/26/2017-10/28/2017	Removed & Disposed: vegetation Reduced: at 1 site by grinding Monitored by Tetra Tech - ADMS	\$638,401	32,907	Mike Sheppard , Dep. Director Finance 510 N Baker St. Mount Dora, FL 32757 Ofc: 352-735-7179 Cell: 352-408-4692 sheppardm@cityofmountdora.com	John McKinney , Finance Director 510 N. Baker St. Mount Dora, FL 32757 Ofc: 352-735-7158 Cell: 321-205-6401 mckinney@ci.mount-dora.fl.us
Nags Head, NC 9/8/2017-10/12/2017	Supplied water pumps for standby use	\$11,486	Hrly	David Ryan , Town Engineer, 2200 Lark Ave. Nags Head, NC 27959 ofc. 252-441-6221, cell 252-475-0038, fax: 252-441-3350 david.ryan@nagsheadnc.gov	

OWNER/LOCATION & TIMELINE	DESCRIPTION OF WORK	PROJECT VALUE	APPROX. CY	CONTRACTING POINT OF CONTACT	
Nassau Co, FL 9/18/2017-2/9/2018	Removed & Disposed: vegetation, mulch, leaners (81), hangers (7,113 trees); Reduced: at 1 site by grinding Monitored by Witt O'Briens - ADMS	\$2,978,945	209,674	Scott Herring PW Director 46026 Landfill Rd. Callahan, FL 32011 Ofc: 904-491-7330 Cell: 904-583-5665 Fax: 904-879-6323 sherring@nassaucountyfl.com	Shanea Jones , County Manager 96135 Nassau Pl. Suite 1 Yulee, FL 32097 Ofc: 904-530-6010 Fax: 904-321-5784 sjones@nassaucountyfl.com
North Port, FL 9/15/2017-12/13/2017	Removed & Disposed: vegetation, mulch, leaners (6), hangers (675 trees); Reduced: at 1 site by grinding Monitored by Rostan / Hall Pass - ADMS	\$737,413	47,241	Monica Bramble , Asst. PW Director 1100 N. Chamberlin Blvd. North Port, FL 34286 Ofc: 941-240-8060 Cell: 941-628-0015 Fax: 941-240-8063 mbramble@cityofnorthport.com	Frank Lama , Solid Waste Manager 1100 Chamberlain Blvd. North Port, FL 34286 Ofc: 941-240-8074 Fax: 941-429-7079 flama@cityofnorthport.com
Ocala, FL 9/18/2017-02/26/2018	Push Operations; Removed & Disposed: vegetation, mulch, leaners (96), hangers (377 trees); Reduced: at 2 site by grinding Monitored by Tetra Tech - ADMS	\$1,838,624	129,645	Darren Park , PW Director 1805 NE 30 th Ave. Bldg. 300 Ocala, FL 34470 Ofc: 352-351-6733 Cell: 352-414-8622 Fax: 352-351-6731 dpark@ocalafl.org	Ken Whitehead , Asst. City Manager 1805 NE 30 th Ave Bldg 600 Ocala, FL 34470 Ofc: 352-401-3974 Cell: 352-857-1223 kwhitehead@ocalafl.org
Okeechobee Co, FL 9/22/2017-12/08/2017	Removed & Disposed: vegetation, ash, mulch, leaners (5), hangers (1,742 trees); Reduced: at 1 site by burning & grinding Monitored by Culpepper & Terpening - ADMS	\$1,412,646	122,407	Mitchell Smeykal , EM Director 707 NW 6 th St. Ave Okeechobee, FL 34972 Ofc: 863-763-3212 Cell: 863-634-6273 Fax: 863-763-1569 msmeykal@co.okeechobee.fl.us	Russell Rowland , Asst Co Administrator 1700 NW 9 th Ave. Suite D Okeechobee, FL 34972 Ofc: 863-763-1811 Cell: 863-697-0121 Fax: 863-763-5529 rrowland@co.okeechobee.fl.us
Orange Co, FL 9/15/2017-2/26/2018	Removed & Disposed: vegetation, mulch, ash, leaners (152), hangers (3,762 ea & 15,556 trees), stumps (4), marine debris Reduced: at 3 site by grinding; Monitored by Tetra Tech - ADMS	\$6,869,563	364,326	Ralphetta Aker , PW Fiscal & Op Support Manager 4200 South John Young Parkway Orlando, FL 32839 Ofc: 407-836-8011 Fax: 407-836-7788 Ralphetta.Aker@ocfl.net	Jennifer Cummings PW Stormwater Manager 4200 S. John Young Pkwy Orland, FL 32839 Ofc: 407-836-7795 Cell: 321-689-7624 jennifer.cummings@ocfl.net
Orlando, FL 9/22/2017-12/1/2017	Removed & Disposed: vegetation, mulch, hangers (2,974 trees) Reduced: at 2 site by grinding Monitored by Thompson - ADMS	\$1,316,790	57,928	Mike Carroll , Solid Wast Div. Manager 1028 S. Woods Ave. Orlando, FL 32805 Ofc: 407-246-3050 Cell: 407-538-8916 Fax: 407-246-2808 michael.carroll@cityoforlando.net	Rick Howard , PW Director 1028 S. Woods Ave. Orlando, FL 32805, Ofc: 407-246-3222 rick.howard@cityoforlando.net
Ormond Beach, FL 9/16/2017-10/26/2017	Removed & Disposed: vegetation, mulch, leaners (20), hangers (3,608 trees); Reduced: at 1 site by grinding Monitored by Thompson - ADMS	\$2,022,282	130,212	Kevin Gray , PW Operations Manager 501 N. Orchard St. Ormond Beach, FL 32174 Ofc: 386-676-3577 Cell: 386-316-7725 kevin.gray@ormondbeach.org	
Palm Coast, FL 10/13/2017-11/6/2017	Removed & Disposed: vegetation, C&D Monitored by True North - ADMS	\$162,856	22,007	Jim Landon , City Manager 160 Lake Avenue Palm Coast, FL 32164 Ofc: 386-986-3702 Fax: 386-986-3781 jlandon@palmcoastgov.com	Nester Abreu , PW Director 1 Welfield Grade Palm Coast, FL 32137 Ofc: 386-986-2360 Cell: 386-931-5177 nabreu@palmcoastgov.com
Palm Springs, FL 9/15/2017-11/2/2017	Removed & Disposed: vegetation Monitored by Thompson - ADMS	\$133,345	17,072	Mr. William "Bill" Golson , Dir. Parks and Recreation 226 Cypress Lane Palm Springs, FL 33461 Ofc: 561-964-8820 Fax: 561-964-2387 bgolson@vpsfl.org	Kimberly Wynn , Village Clerk 226 Cypress Lane Palm Springs, FL 33461 Ofc: 561-965-4010 Fax: 561-965-0899 kwynn@vpsfl.org
Palmetto, FL 10/5/2017-11/21/2017	Removed & Disposed: vegetation, mulch, hangers (97 trees) Reduced: at 1 site by grinding Monitored by Witt O'Briens - ADMS	\$202,411	17,730	Allen Tusing , PW Director 600 17 th Street W. Palmetto, FL 34221 Ofc: 941-723-4580 Cell: 941-737-0282 Fax: 941-723-4539 atusing@palmettofl.org	Javier Vargas Dep. Director PW 600 17 th Street W. Palmetto, FL 34221 Ofc: 941-723-4580 Fax: 941-723-4539 jvargas@palmettofl.org

OWNER/LOCATION & TIMELINE	DESCRIPTION OF WORK	PROJECT VALUE	APPROX. CY	CONTRACTING POINT OF CONTACT	
Plantation, FL 9/19/2017-1/8/2018	Removed & Disposed: vegetation, hangers (2,104 trees) Monitored by Witt O'Briens - ADMS	\$1,714,266	194,605	Dawn Mehler, Administrative Analyst 750 NW 91 st Avenue Plantation, FL 33324 Ofc: 954-797-2723 dmeehler@plantation.org	Steve Rodgers, PW Asst. Director 750 NW 91 st Ave Plantation, FL 33324 Ofc: 954-452-2535 Fax: 954-452-2548 srodgers@plantation.org
Polk Co, FL 9/15/2017-04/05/2018	Removed & Disposed: vegetation, mulch, leaners (71), hangers (27,456 trees); Reduced: at 11 site by grinding Monitored by Tetra Tec - ADMS	\$27,921,453	2,171,245	Michael Teate, Roads & Drainage Area Manager 3000 Sheffield Rd. Winter Haven, FL 33880 Ofc: 863-535-2200 Cell: 863-581-0541 michaeltate@polk-county.net	Jay Jarvis, Drainage Director, jayjarvis@polk-county.net , 300 Sheffield Rd, Winter Haven 33880, (863)535-2200
Polk Co School Board, FL 11/4/2017-02/28/2018	Removed & Disposed: vegetation, leaners (27), hangers (2,516 trees); Monitored by Tetra Tech - ADMS	\$345,164	14,322	Scott Reeves, Senior Coordinator of Support Services , 1430 Hwy 60 East Bartow, FL 33830 863-534-5052 Scott.reeves@polk-fl.net	
Punta Gorda, FL 9/20/2017-10/16/2017	Removed & Disposed: vegetation, mulch, leaner (1), stump (1) Reduced: by grinding	\$131,971	17,770	Marian Pace, Procurement Manager 326 West Marion Ave. Punta Gorda, FL 33950 Ofc: 941-575-3348 Cell: 941-628-1592 Fax: 941-575-3340 mpace@pgorda.us	Howard Kunik, City Manager 326 West Marion Ave. Punta Gorda, FL 33950 Ofc: 941-575-3301 Fax: 941-575-3310 hkunik@pgorda.us
Putnam Co, FL 9/21/2017-2/2/2018	Removed & Disposed: vegetation, mulch, Reduced: at 4 site by grinding Self Monitored	\$3,935,714	317,203	Larry Gast, Dir. Solid Waste/Sanitation 140 County Landfill Rd. Palatka, FL 32177 Ofc: 386-329-1200 Fax: 386-329-0486 larry.gast@putnam-fl.com	Lynn Wooten Solid Waste Sanitation Admin 140 County Landfill Rd. Palatka, FL 32177 Ofc: 386-329-1201 Cell: 386-937-5231 Fax: 386-329-0486 Lynn.wasdin@putnam-fl.com
Sanford, FL 9/18/2017-11/12/2017	Removed & Disposed: vegetation, C&D, mulch Reduced: at 1 site by grinding Monitored by Witt O'Briens - ADMS	\$567,798	43,156	John P. Reichardt, PW Operations Mgr, 300 N Park Ave. Sanford, FL 32771 Ofc: 407-688-5087 Cell: 407-416-2998 John.reichardt@sanfordfl.gov	Bilal Iftikhar PW Director , 300 N Park Ave. Sanford, FL 32771 Ofc: 407-688-5085 Fax: 407-688-5081 bilal.iftikhar@sanfordfl.gov
Sanibel Island, FL 9/18/2017-12/17/2017	Removed & Disposed: vegetation, mulch, leaners (122), hangers (720 trees), stumps (44); Reduced: at 1 site by grinding Monitored by Witt O'Briens - ADMS	\$2,217,420	161,910	Keith Williams II, PW Director 800 Dunlop Rd. Sanibel, FL 33957 Ofc: 239-472-6397 Cell: 239-691-8787 keith.williams@mysanibel.com	Scott Krawczuk, Dep. Director Public Works 800 Dunlop Rd. Sanibel, FL 33957 Ofc: 239-472-6397 Cell: 239-770-2554 Fax: 239-472-6041
Sarasota Co, FL 9/13/2017-1/19/2018	Removed & Disposed: vegetation, mulch, leaners (2), hangers (77 trees); Reduced: at 3 site by grinding Monitored by Tetra Tech - ADMS	\$2,819,743	221,501	Lois Rose, Solid Waste Mgr. 4000 Knights Trail Road Nokomis, FL 34275 Ofc: 941-861-1589 Cell: 941-650-0722 Fax: 941-486-2620 lerose@scgov.net	Scott Montgomery, EM Operations Mgr 6050 Porter Way Sarasota, FL 34236 Ofc: 941-861-5927 Fax: 941-861-5501 smontgo@scgov.net
St Petersburg, FL 9/16/2017-12/9/2017	Removed & Disposed: vegetation, mulch, stumps (8) Reduced: at 1 site by grinding Monitored by Tetra Tech - ADMS	\$1,190,184	163,792	Mike Vineyard , Park Operational Manager 1400 19 th Street North. St. Petersburg, FL 33713 Ofc: 727-892-5233 michael.vineyard@stpete.org	Mike Jeffries, Dir. Parks and Rec 1400 19 th Street North St. Petersburg, FL 33713 Ofc: 727-892-5863 michael.jeffries@st.pete.org
Stuart, FL 9/14/2017-10/27/17	Push Operations; Removed & Disposed: vegetation, mulch, leaners (2) / hangers (171 trees); Reduced: at 1 site by grinding Monitored by Thompson - ADMS	\$181,132	11,850	Sam Amerson, Dir. Public Works 121 SW Flagler Ave. Stuart, FL 34994 Ofc: 772-288-5331 Cell: 772-260-9613 samerson@ci.stuart.fl.us	Dave Peters, Asst. Director of PW , 121 SW Flagler Ave. Stuart, FL 34994 Ofc: 772-288-1292 Cell: 772-260-9615 dpeters@ci.stuart.fl.us

OWNER/LOCATION & TIMELINE	DESCRIPTION OF WORK	PROJECT VALUE	APPROX. CY	CONTRACTING POINT OF CONTACT	
Sumter Co, FL 9/22/2017-2/24/2018	Removed & Disposed: vegetation, mulch, leaners (274), hangers (7,806 trees), stumps (78); Reduced: at 1 site by grinding; Monitored by Thompson - ADMS	\$1,391,971	59,826	Mark Wilson , Road and Bridge Superintendent 319 E. Anderson Ave. Bushnell, FL 33513 Ofc: 352-569-6700 Fax: 352-569-6701	Jackey Jackson , Asst. PW Director Operations 319 E. Anderson Ave. Bushnell, FL 33513 Ofc: 352-569-6700 Cell: 352-303-8543 Fax: 352-569-6701 jackey.jackson@sumtercountyfl.gov
Sunny Isles Beach, FL 9/26/2017-9/29/2017	Removed & Disposed: mulch	\$37,866	1,538	Christopher Russo , City Manager 18070 Collins Ave. Sunny Isles Beach, FL 33160 Ofc: 305-947-0606 Fax: 305-949-3113 crusso@sibfl.net	
Sunrise, FL 9/17/2017-11/30/2017	Removed & Disposed: vegetation, C&D, mulch, leaners (263), hangers (3,804 trees); Reduced: at 3 site by grinding Monitored by Tetra Tech - ADMS	\$2,557,532	136,417	Scott Manning , Emergency Mgmt 10440 W. Oakland Park Blvd. Sunrise, FL 33351 Ofc: 954-746-3476 Cell: 954-383-2647 smanning@sunrisefl.gov	Richard Salamon , City Manager 10770 West Oakland Park Blvd. Sunrise, FL 33351 Ofc: 954-746-3430 Fax: 954-746-3439 citymanager@sunrisefl.gov
Tarpon Springs, FL 9/18/2017-12/13/2017	Removed & Disposed: vegetation, C&D, mulch, leaners (34), hangers (703 trees); Reduced: at 1 site by grinding Monitored by Tetra Tech - ADMS	\$675,256	45,557	Tom Funcheon , PW Director 324 East Pine Street Tarpon Springs, FL 34689 Ofc: 727-942-5606 Cell: 727-224-6182 Fax: 727-943-9609 tfuncheon@ctsfl.us	Mr. Richard Butcher , 444 Huey Ave. South Tarpon Springs, FL 34689 Ofc: 727-938-3737 Fax: 727-934-0598
Tybee Island, GA 9/17/2017-11/21/2017	Removed & Disposed: C&D, white goods (31) Monitored by Rostan / Haul Pass - ADMS	\$75,798	9,735	Angela Hudson , Finance Director 403 Butler Ave. Tybee Island, GA 31328 Ofc: 912-472-5021 Fax: 912-786-9465 ahudson@cityoftybee.org	Shawn Gillen , City Manager 403 Butler Ave. Tybee Island, GA 31328 Ofc: 912-472-5070 Cell: 404-309-1788 sgillen@cityoftybee.org
Venice, FL 9/20/2017-10/17/2017	Removed & Disposed: vegetation Monitored by Thompson - ADMS	\$110,342	12,543	Judy Gamel , Executive Asst. City Managers Office 401 West Venice Ave. Venice, FL 34285 Ofc: 941-882-7398 Fax: 941-480-3031	John Venezian , Public Works Director 221 S. Seaboard Ave. Venice, FL 34285 Ofc: 941-882-7359 jveneziano@venicegov.com
Vero Beach, FL 9/18/2017-10/10/2017	Removed & Disposed: vegetation Reduced: at 1 site by grinding Monitored by Thompson - ADMS	\$440,532	35,621	Don Dexter , PW Manager 3405 Airport West Drive Vero Beach, FL 32960 Ofc: 772-978-4861 Cell: 772-473-7372 Fax: 772-978-4879 ddexter@covb.org	Carol Shoaf , Purchasing Contractor Adminstrator 3455 Airport West Drive Vero Beach, FL 32961 Ofc: 772-978-5470 Fax: 772-770-6860 purchcss@covb.org
(The) Villages Community, FL 9/15/2017-12/20/2017	Removed & Disposed: vegetation, mulch, stumps (34) Reduced: at 2 site by grinding Monitored by Volkert - ADMS	\$406,299	31,288	Diane Tucker , Admin Ops Manager 940 Lakeshore Drive The Villages, FL 32162 Ofc: 352-674-1920 Cell: 352-207-8626 Fax: 652-674-1921 diane.tucker@districtgov.org	
Wilton Manors, FL 9/18/2017-10/14/2017	Removed & Disposed: vegetation, C&D, leaners (3), hangers (91 trees) Monitored by Tetra Tech - ADMS	\$222,615	25,961	David Archacki , Dir. Utilities / Emergency Mgmt 2020 Wilton Drive Wilton Manors, FL 33305 Ofc: 954-390-2129 Cell: 943-818-7315 darchacki@wiltonmanors.com	Bob Mays , Director of Finance 2020 Wilton Dr. Wilton Manors, FL 33305 Ofc: 954-390-2143 Bmays@wiltonmanors.com
2017 Hurricane Harvey	26 Contracts Activated for Event - 25 DMS Managed for Event	\$93,763,092 Total Event Cost	6,015,594 Total Event CY		
Alvin, TX 9/7/2017-10/16/2017	Removed & Disposed: C&D, vegetation, white goods (19), E-waste (200), HHW (11,100 Lbs); Monitored by True North - ADMS	\$252,613	12,446	Brian Smith , Director of Public Services, 1100 W Hwy 6, Alvin, TX 77511, 281-388-4315, bsmith@psf.cityofalvin.com	

OWNER/LOCATION & TIMELINE	DESCRIPTION OF WORK	PROJECT VALUE	APPROX. CY	CONTRACTING POINT OF CONTACT
Aransas Co, TX 9/5/2017-8/27/2018	Removed & Disposed: vegetation, C&D, mulch, compacted C&D, leaners (616), hangers (23,576 trees), white goods (9,729), HHW (66,560 Lbs), PPDR debris; Reduced: at 3 site by grinding; Monitored by Thompson - ADMS	\$38,281,175	2,395,235	Rick McLester , EM Coordinator, 301 N Live Oak St, Rockport, TX 78382, 361-790-0100, rmclester@aransascounty.org
Baytown, TX 9/6/2017-10/25/2017	Removed & Disposed: vegetation, C&D, white goods (973), E-waste (131), HHW (34,680 Lbs); Monitored by True North - ADMS	\$776,463	34,828	Rick Davis , City Manager, 2401 Market St, Baytown, TX 77520, 281-420-6500, citymanager@baytown.org
Brazoria Co, TX 9/13/2017-01/12/2018	Removed & Disposed: vegetation, C&D, white goods (2,376), HHW (103,720 Lbs), compacted C&D, mulch; Reduced: at 4 site by C&D compaction; Monitored by Tetra Tech - ADMS	\$3,417,026	161,448	Steve Rosa , 979-481-1690 Trey Haskens , Asst. County Engineer 451 N. Velasco, Suite 230 Angleton, TX 77515 Ofc. 979-583-7657 treyh@brazoria-county.com
Chambers Co, TX 9/7/2017-10/13/2017	Removed & Disposed: C&D, vegetation, white goods (270), E-waste (34), HHW (2,350 Lbs) Monitored by True North - ADMS	\$205,142	10,534	Jimmy Sylvia , County Judge, 404 Washington Ave, Anahuac, TX 77514, 409-267-2440, jsylvia@co.chambers.tx.us
Clear Lake Shores, TX 9/21/2017-10/14/2017	Removed & Disposed: C&D, vegetation, white goods (83), E-waste (40), HHW (3,500) Monitored by True North - ADMS	\$51,977	1,813	Mr. George Jones , City Administrator 1006 South Shore Dr. Clear Lake Shores, TX 77565 Ofc: 281-334-2799 Fax: 281-334-2866 gjones@clearlakeshores-tx.gov Chief Kenneth G. Cook , Police Chief 1006 South Shore Drive Clear Lake Shores, TX 77565 Ofc: 281-334-1034 Fax: 281-334-2866 kcook@clearlakeshores-tx.gov
Corpus Christi, TX 8/31/2017-1/17/2018	Removed & Disposed: vegetation, mulch, hangers (19,232 trees); Reduced: at 2 site by grinding Monitored by Tetra Tech - ADMS	\$7,724,553	536,074	Lawrence Mikolajczyk , SW Dir, 2525 Hygeia St, Corpus Christi, TX 78415, 361-857-1972, lawm@cctexas.com Paul Bass , Asst. Dir. Of Support Services 361-826-1968 PaulB@cctexas.com
Dickinson, TX 9/7/2017-1/26/2018	Removed & Disposed: C&D, vegetation, white goods (5,178), E-waste (7,684), HHW (182,460 Lbs); Monitored by Tetra Tech - ADMS	\$5,942,702	191,789	Chris Heard , City Administrator, Ofc. 281-337-6204 or Cell 816-651-8929, cheard@dickinson.tx.us / Capt Steve Krone , Emergency Operations Dir, 4000 Liggio, Dickinson, TX 77539, 281-337-6308, skrone@ci.dickinson.tx.us
Friendswood, TX 9/6/2017-1/15/2018	Removed & Disposed: C&D, white goods (5,804), E-waste (2,545), HHW (235,920 Lbs) Monitored by Tetra Tech - ADMS	\$4,096,828	135,952	Brian Mansfield , Deputy Director Emergency Management, Ofc. 281-995-3335 or Cell 832-875-2365, bmansfield@friendswood.com Terry Byrd, Retired - EM Coordinator, 1600 Whitaker Dr, Friendswood, TX 77546, 281-996-3332, tbyrd@ci.friendswood.tx.us
Galveston Co, TX 9/27/2017-11/22/2017	Removed & Disposed: C&D, white goods (134), e-waste (547) Monitored by Tetra Tech - ADMS	\$573,170	33,261	Garret Foskit , Ofc. 281-309-5003 of Cell 409-682-4031, garret.foskit@co.galveston.tx.us Rufus 'Lee' Crowder , Purchasing Agent, 722 Moody Street 5th Floor Galveston, TX 77550 Ofc: 409-770-5372 rufus.crowder@co.galveston.tx.us
Ingleside, TX 9/3/2017-02/08/2018	Removed & Disposed: C&D, vegetation, compacted C&D, mulch; Reduced: at 3 site by grinding & compacting C&D Monitored by True North - ADMS	\$4,256,037	296,483	Shanna Owens , EM Coordinator, 2425 8th Street Ingleside, TX 78362 Ofc: 361-776-7422 sowens@inglesidetx.gov Paul Baen , Finance Director, 3761 San Angelo St. Ingleside, TX 78362; Ofc: 361-776-2517
Jones Creek, TX 9/15/2017-10/16/2017	Removed & Disposed: C&D Monitored by Witt O'Briens - ADMS	\$62,579	3,532	Marshal William Tidwell , Marshal/EM 7207 Stephen F. Austin Jones Creek, TX 77541 Ofc: 979-292-6393 Fax: 979-233-3712 jc.cityhall@coastal-link.net Kimberly Morris , Emergency Management Coordinator 7207 Stephen F. Austin Rd. Jones Creek, TX 77541 Ofc: 979-233-2700 Fax: 979-233-3712 jc.cityhall@coastal-link.net

OWNER/LOCATION & TIMELINE	DESCRIPTION OF WORK	PROJECT VALUE	APPROX. CY	CONTRACTING POINT OF CONTACT	
LaMarque, TX 9/16/2017-10/26/2017	Removed & Disposed: C&D, vegetation, white goods (12), e-waste (29) Monitored by TCB - ADMS	\$396,256	21,994	Charlete Todaro Warren , PW Coordinator Emergency Management, 1111 Bayou Road La Marque, TX 77568 Ofc: 409-938-9225 Cell: 409-457-7511 Fax: 409-935-0401 c.todaro@cityoflamarque.org	Robin Eldridge , City Clerk, 1111 Bayou Rd. La Marque TX 77568 Ofc: 409-938-9259 r.eldridge@cityoflamarque.org
Lake Jackson 9/16/2017-10/7/2017	Removed & Disposed: vegetation Monitored by Tetra Tech - ADMS	\$20,548	4,281	Keelie Kennedy , Buyer 25 Oaks Drive Lake Jackson TX 77566 Ofc: 979-415-2420 Fax: 979-415-2520 kkennedy@lakejacksontx.gov	Sally Villarreal Asst. City Secretary, 25 Oaks Drive Lake Jackson TX 77566 Ofc: 979-415-2401 Fax: 979-415-2501 avillarreal@lakejacksontx.gov
League City, TX 9/7/2017-12/2/2017	Removed & Disposed: C&D, white goods (3,209), E-waste (3,491), HHW (109,220 Lbs) Monitored by Tetra Tech - ADMS	\$2,422,457	116,461	Bo Bass , City Manager, 300 W Walker St, League City, TX 77573, 281-554-1414, john.baumgartner@leaguecitytx.gov	
Liberty Co, TX 10/16/2017-2/28/2018	Removed & Disposed: C&D, C&D compacted Reduced: at 3 sites by compaction Monitored by Tetra Tech - ADMS	\$153,637	13,595	Tom Branch EM Coordinator 2400 Beaumont Ave. Jail Admin Bldg. Liberty TX 77575 Ofc: 936-334-3219 Cell: 713-816-9898 Fax: 936-336-3172 tom.brancy@co.liberty.tx.us	Crista Beasley , Dep. EM Coordinator 2400 Beaumont Ave. Jail Admin Bldg. Liberty, TX 77575 Ofc: 936-334-3219 Fax: 936-336-3172 crista.beasley@co.liberty.tx.us
Montgomery Co, TX 9/5/2017-2/6/2018	Removed & Disposed: C&D, compacted C&D, white goods (1,013), E-waste (1,699), HHW (974 Lbs); Reduced: at 3 sites by grinding & compaction; Monitored by Tetra Tech - ADMS	\$2,172,773	118,097	Chief Deputy Randy McDaniel , EM Coordinator, 9472 Airport Rd, Conroe, TX 77303, 936-760-5852, Randy.McDaniel@mctx.org	
Nassau Bay, TX 9/14/2017-10/19/2017	Removed & Disposed: C&D, vegetation, white goods (95), E-waste (7), HHW (17,780 Lbs) Monitored by Witt O'Briens - ADMS	\$205,060	6,324	Jamie Galloway , EM Coordinator 1800 Space Park Dr. Suite 200 Nassau Bay, TX 77058 Ofc: 281-336-6298 Fax: 281-335-1555 jamie.galloway@nassaubay.com	Paul Lopez , PW Director 18295 Upper Bay Rd. Nassau Bay TX 77258 Ofc: 281-333-2944 Fax: 281-333-2301 paul.lopez@nassaubay.com
Newton Co, TX 10/2/2017-12/13/2017	Removed & Disposed: C&D, vegetation Monitored by Thompson - ADMS	\$104,047	8,859	Rosemary Johnson , Admin Assistant for Judge PO Box 1380 Newton, TX 75966 Ofc: 409-379-5691 Cell: 409-381-0677 Fax: 409-379-2107 newtoncountyjudge@co.newton.tx.us	Olen Bean , Dep. EMC PO Box 1380 Newton, TX 75966 Ofc: 409-994-25431 Cell: 409-658-9241 olen.bean@co.jasper.tx.us
Nueces Co, TX 9/14/2017-11/21/2017	Removed & Disposed: C&D, vegetation Reduced: at 1 site by grinding Monitored by Tetra Tech - ADMS	\$84,568	7,851	Christopher Boyce , Em. Mgmt Coordinator 901 Leopard Street, Room 106 Corpus Christi TX 78401 Ofc: 361-888-0513 Fax: 361-888-0445 christopher.boyce@nuecesco.com	Glen Sullivan , PW Director 901 Leopard Street, Room 103 Corpus Christi, TX 78401 Ofc: 361-888-0490 Cell: 361-533-2356 Fax: 361-888-0485 glen.sullivan@nuecesco.com
Port Arthur, TX 9/8/2017-1/19/2018	Removed & Disposed: C&D, compacted C&D, white goods (3,551), E-Waste (47,886); Reduced: at 3 sites by compaction Monitored by Witt O'Briens - ADMS	\$11,140,779	487,974	Glen White , Solid Waste, 44 4th St, Port Arthur, TX 77640, 409-983-8501 glen.white@portarthurtx.gov , Alison Walker , Solid Waste Administrative Assistant 409-983-8501, Allison.walker@portarthurtx.gov Armondo Gutierrez , PW Dir., 409-983-8513, armondo.gutierrez@portarthurtx.gov	
San Patricio Co, TX 9/3/2017-2/9/2018	Removed & Disposed: C&D, vegetative, mulch Reduced: at 3 site by grinding & compacting Monitored by True North - ADMS	\$4,297,535	296,667	Sara Williams , Emergency Management, 313 N Rachal St, Sinton, TX 78387, 361-587,3560, sara.williams@co.san-patricio.tx.us	

OWNER/LOCATION & TIMELINE	DESCRIPTION OF WORK	PROJECT VALUE	APPROX. CY	CONTRACTING POINT OF CONTACT	
Santa Fe, TX 9/7/2017-11/2/2017	Removed & Disposed: C&D, HHW (10,780 lbs) Monitored by Thompson - ADMS	\$374,485	22,580	Joe Dickson, City Manager, 12002 State Hwy 6, Santa Fe, TX 77510, 409-925-6412,	
Seabrook, TX 9/9/2017-10/4/2017	Removed & Disposed: C&D, vegetation, white goods (37), HHW (3,120 Lbs); Monitored by Tetra Tech - ADMS	\$39,905	1,592	Gayle Cook, City Manager, 1700 1st St, Seabrook, TX 77586, 281-291-5719, gcook@seabrooktx.gov	
TX GLO 01/05/2018-03/15/2018	Removed & Disposed: Waterway debris	\$6,610,243	24,918	Tony Williams, Planning Senior Director 512-463-5055 tony.williams@glo.texas.gov	Vania Ramaekers, Contract Specialist, 512-463-5047, Vania.ramaekers@glo.texas.gov
Webster, TX 9/8/2017-10/3/2017	Removed & Disposed: C&D, vegetation, white goods (6), E-waste (89), HHW (2,580 Lbs); Monitored by True North - ADMS	\$46,607	2,141	Joe Ferro, EM Dir, 101 Pennsylvania Ave, Webster, TX 77598, 281-316-3712, jferro@cityofwebster.com	
West Columbia, TX 9/23/17-10/16/2017	Removed & Disposed: C&D, white goods (7), E-waste (44), HHW (1,640 Lbs); Monitored by Witt O'Briens - ADMS	\$53,922	2,351	Chief Paul Odin, 310 E. Clay West Columbia, TX 77486 Ofc: 979-345-5121 Cell: 713-459-0732 Fax: 979-345-2730 chief@westcolumbiatx.org	Debbie Sutherland, City Manager 512 E. Brazos Ave. West Columbia TX 77486 Ofc: 979-345-3123 Fax: 979-345-3178 citymanager@westcolumbiatx.org
2017 TS Cindy					
Dauphin Island, AL 6/27/2017-6/29/2017	Sand Clearance from Roadways	\$6,540	Hrly	Jeff Collier, Mayor, 1011 Bienville Blvd, Dauphin Island, AL 36528, 251-861-5525, jcollier@townofdauphinisland.org	Wanda Sandagger, Administrative Assistant, 1011 Bienville Blvd, Dauphin Island, AL 36528, 251-861-5525, wsandagger@townofdauphinisland.org
2017 Tornado					
Hattiesburg, MS 2/11/2017-5/27/2017	Removed & Disposed: vegetation, C&D, stumps, leaners & hangers; Monitored by Debris Tech - ADMS	\$2,237,052	150,710	Lamar Rutland, City Engineer, 212 W Front St, Hattiesburg, MS 39401, 601-545-4540, lrutland@hattiesburgms.com	
2017 Other Projects					
Central, LA 6/28/2017-7/11/2017	Removed & Disposed: C&D Monitored by Debris Tech - ADMS	\$38,067	3,239	JR Shelton, Mayor, 13421 Hooper Rd, Ste 8, Central, LA 70818, 225-261-5989, jr.shelton@central-la.gov	
Corpus Christi, TX 6/14/2017-7/12/2017	Removed & Disposed: vegetation (Emergency Brush Collection)	\$299,977	41,663	Gilbert Montoya, 361-816-8156, gilbertm@cctexas.com	
Newport News, VA 5/2017-7/2017	Removed trees from different locations in the City at various times	\$44,673	Lump Sum	Derrick Porter, Stormwater, 513 Oyster Point Rd, Newport News, VA 23602, dporter@nngov.com	
2016 Hurricane Matthew	39 Contracts Activated for Event - 32 DMS Managed for Event	\$82,267,725 Total Event Cost	5,675,560 Total Event CY		
Berkeley Co, SC 10/13/2016-12/18/2016	Removed & Disposed: vegetation, C&D, leaners & hangers, mulch; Reduced: at 1 site by grinding Monitored by Rostan Solutions / GP Strategies - ADMS	\$931,731	75,610	Melissa Wheatley, Deputy Director of Solid Waste, 212 Oakley Plantation Dr, Moncks Corner, SC 29461, 843-719-2343, melissa.wheatley@berkeleycountysc.gov	
Brevard Co, FL 10/11/2016-1/4/2017	Removed & Disposed: vegetation, C&D, mulch Reduced: at 1 site by grinding; Monitored by Tetra Tech - ADMS	\$3,231,102	265,794	"Euri" Euripides Rodriguez, SW Dir, 2725 Judge Fran Jamieson Way, Bldg A, Ste 118, Viera, FL 32940, 321-633-2042, euripides.rodriguez@brevardcounty.us	
Bunnell, FL 10/14/2016-10/25/2016	Removed & Disposed: vegetation Monitored by Tetra Tech - ADMS	\$105,155	8,480	Perry Mitrano, SW Dir, 201 W Moody Blvd, Bunnell, FL 32110, 386-437-7500, pmitrano@bunnellcity.us	
Callawassie Island, SC 10/8/2016-10/10/2016	Emergency Push	\$14,573	Hrly	Chief Waverly Patterson, Ops Dir, 176 Callawassie Dr, Okatie, SC 29909, 843-987-4150, chiefpatterson@hargray.com	
Chesapeake, VA 10/28/2016-11/3/2016	Removed & Disposed: vegetation	\$21,166	483	Eric Martin, PW Dir, 306 Cedar Rd, 3rd Floor, Chesapeake, VA 23322, 757-382-6380, emartin@cityofchesapeake.net	

OWNER/LOCATION & TIMELINE	DESCRIPTION OF WORK	PROJECT VALUE	APPROX. CY	CONTRACTING POINT OF CONTACT
Clay Co, FL 10/18/2016-1/12/2017	Removed & Disposed: vegetation, C&D, leaners & hangers, mulch; Reduced: at 2 sites by grinding; Monitored by Landfall Strategies	\$1,142,823	127,682	John Ward , EM Dir, 2519 SR 16 W, Green Cove Springs, FL 32043, 904-541-2767, John.Ward@claycountygov.com
Cocoa Beach, FL 10/12/2016-12/3/2016	Removed & Disposed: vegetation, C&D, mulch; Reduced: at 2 sites by grinding; Monitored by Tetra Tech - ADMS	\$326,535	32,701	Rob Strong , Project Manager, Public Works, 1600 Minutemen Causeway, Cocoa Beach, FL 32932, 321-868-3316, rstrong@cityofcocoabeach.com
Currituck Co, NC 11/7/2016-2/24/2017	Removed & Disposed: vegetation, mulch; Reduced: at 1 site by grinding; Monitored by Tetra Tech - ADMS	\$46,664	2,805	Brenda McQueen , Superintendent of Buildings, PW, 153 Courthouse Rd, Currituck, NC 27929, 252-232-2504, brenda.mcqueen@currituckcountync.gov
Deltona, FL 10/14/2016-12/1/2016	Removed & Disposed: vegetation, C&D, leaners & hangers, ash; Reduced: at 1 site by burning; Monitored by Tetra Tech - ADMS	\$1,384,861	117,753	Matt Doan , PW Dir, 2345 Providence Blvd, Deltona, FL 32725, 386-878-8950, mdoan@deltonafl.gov
Duplin Co, NC 11/28/2016-12/1/2016	Removed & Disposed: C&D; Monitored by Tetra Tech - ADMS	\$7,107	519	Matt Barwick , EM Coordinator, 209 Seminary St, PO Box 909, Kenansville, NC 28349, 910-296-2160 Ext. 231, matthew.barwick@duplincountync.com
Edgecombe Co, NC 11/7/2016-2/24/2017	Removed & Disposed: C&D	\$516,525	20,257	Dee Waters , Purchasing Agent, 252-641-7888, deewaters@edgecombeco.com
Edgewater, FL 10/8/2016-12/8/2016	Emergency Push; Removed & Disposed: ROW, Commercial, Private - vegetative, C&D, leaners & hangers, mulch; Reduced: at 1 site by grinding; Monitored by Witt O'Briens	\$2,936,463	201,602	Brenda DeWees , Dir of Env Services, 386-424-2400, bdeweess@cityofedgewater.org
Fayetteville, NC 10/20/2016-2/15/2017	Removed & Disposed: vegetative, C&D, mulch; Reduced: at 1 site by grinding; Monitored by Tetra Tech - ADMS	\$958,182	81,449	Jackie Tuckey , Management Analyst, 433 Hay St, Fayetteville, NC 28301-5537, 910-433-1854, jtuckey@ci.fay.nc.us
Flagler Beach, FL 10/13/2016-1/25/2017	Removed & Disposed: vegetative, C&D, Beach C&D, mulch; Reduced: at 1 site by grinding, management and grinding of City hauls; Monitored by Tetra Tech - ADMS	\$312,482	23,926	Larry Newsom , City Manager, 105 South Second St, Flagler Beach, FL 32136, 386-517-2000, lnewsom@cityofflaglerbeach.com
Flagler Co, FL 10/7/2016-1/23/2017	Emergency Push; Removed & Disposed: ROW, Public Use Areas, Private HOA & Non HOA Rds - vegetative, C&D, leaners & hangers, white goods, mulch; Reduced: at 1 site by grinding, management and grinding of City hauls; Monitored by Tetra Tech - ADMS	\$2,752,630	167,148	Richard Gordon , Asst Co Engineer, 1769 E Moody Blvd, Building 2, Bunnell, FL 32110, 386-313-4006, rgordon@flaglercounty.org
FL DEP 2/16/2017-6/20/2017	Waterway Debris Removal; Remove waterway debris with boats to an offload site, load onto trucks for disposal; Monitored by Eisman Russo - Zone 1, CDR McGuire - Zone 2, Tetra Tech - Zone 3	\$13,186,226	77,722	Scott Woolam , Sr Program Analyst, Div of State Lands, 3900 Commonwealth Blvd, Mail Station 100, Tallahassee, FL 32399-3000, 850-245-2806, Scott.Woolam@dep.state.fl.us
Fripp Island, SC 10/13/2016-10/28/2016	Emergency Push; Removed & Disposed: vegetative, leaners & hangers; Monitored by Witt O'Brien	\$111,040	3,967	Kate Hines , General Manager, Generalmanager@frippislandliving.com
Garden City, GA 10/31/2016-1/17/2017	Removed & Disposed: vegetative, mulch; Reduced: at 1 site by grinding; Monitored by Rostan Solutions - ADMS	\$365,490	33,580	Benny Googe , PW Dir, 2 Bud Brown Rd, Garden City, GA 31408, 912-629-2296, bgooge@gardencity-ga.gov
Hilton Head Island, SC 10/5/2016-6/15/2017	Emergency Push; Removed & Disposed: ROW, SCDOT Rds, Private Rds, Public Use Areas - vegetative, C&D, white goods, leaners & hangers, mulch; Reduced: at 2 sites by grinding; Waterway Debris removal from Drainageways ; Monitored by Tetra Tech - ADMS	\$37,124,940	3,012,487	Jennifer Lyle , Asst Town Engineer, One Town Center Ct, Hilton Head Island, SC 29928, 843-341-4779, jenniferl@hiltonheadislandsc.gov
Hilton Head Plantation, SC 10/10/2016-10/31/2016	Emergency Push; Tasks: Access Tree clearance, ROE tree removal, Blue roof operations	\$195,567	Hrly	T. Peter Kristian , General Manager, 7 Surrey Ln, Hilton Head Island, SC 29926, pkristian@hhppoa.org

OWNER/LOCATION & TIMELINE	DESCRIPTION OF WORK	PROJECT VALUE	APPROX. CY	CONTRACTING POINT OF CONTACT
Jasper Co, SC 10/8/2016-10/12/2016	Emergency Push	\$24,636	Hrly	Wilbur Daley , Emergency Services Dir, 1509 Grays Hwy, Ridgeland, SC 29936, 843-726-7607, wilburd@jaspercountysc.gov
Liberty Co, GA 10/14/2016-1/6/2017	Removed & Disposed: vegetative, C&D, leaners & hangers, stumps; Reduced: at 2 sites by burning Monitored by Tetra Tech - ADMS	\$1,736,692	183,194	Mike Hodges , EM Dir, 100 Liberty St, Hinesville, GA 31313, 912-368-2201, mike.hodges@libertycountyga.com
Long Cove Owners Assoc. Hilton Head Island, SC 10/28/2016-11/21/2016	Removed & Disposed: vegetative, C&D, logs, mulch Reduced: at 1 sites by grinding	\$408,232	40,840	Tom Lee , General Manager, 399 Long Cove Dr, Hilton Head Island, SC 29928, 843-686-1071, tlee@longcoveclub.com
Marsh Side Owners Assoc. Hilton Head Island, SC 10/14/2016-11/3/2016	Tasks: Tree removal, stump grinding, blue tarp operations,	\$106,450	Hrly	Trish Norris , Property Manager, 5 Gumtree Rd, Hilton Head Island, SC 29926, 843-681-7301, propertymanager@marshsidehhi.com
Norfolk, VA 10/14/2016-11/30/2016	Removed & Disposed: vegetative, stumps Reduced: at 1 site by grinding; Monitored by Thompson - ADMS	\$314,618	25,943	David Ricks , PW Dir, 810 Union St, Suite 700, Norfolk, VA 23510, 757-664-4614, David.Ricks@norfolk.gov
Ocean Isle Beach, NC 10/25/2016-11/9/2016	Removed & Disposed: C&D Monitored by Landfall Strategies	\$12,229	1,772	Justin Whiteside , Asst Town Administrator, 910-579-3469, justin@oibgov.com
Orange Park, FL 11/28/2016-1/4/2017	Removed & Disposed: mulch; Reduced: at 1 site by grinding of debris hauled in by the Town; Monitored by Landfall Strategies	\$19,604	1,976	Jim Hanson , Town Manager, 2042 Park Ave, Orange Park, FL 32073, 904-278-3019, jhanson@townop.com
Ormond Beach, FL 10/11/2016-12/31/2016	Removed & Disposed: vegetative, C&D, leaners & hangers, mulch; Reduced: at 1 site by grinding; Monitored by Thompson - ADMS	\$3,660,393	514,691	Kevin Gray , Operations Manager, PW, 501 N Orchard St, Ormond Beach, FL 32174, 386-676-3577, kevin.gray@ormondbeach.org
Palm Coast, FL 10/9/2016-1/17/2017	Removed & Disposed: vegetative, C&D, treated wood, mulch; Reduced: at 1 site by burning & grinding; Reduced and hauled out City hauled debris; Monitored by True North	\$1,172,253	68,151	Ms. Renee Shevlin , PW Operations Manager, 1 Wellfield Grade, Palm Coast, FL 32137, 386-986-4781, rshevlin@palmcoastgov.com
Port Wentworth, GA 10/17/2016-1/15/2017	Removed & Disposed: vegetative, C&D, leaners & hangers, stumps, mulch; Reduced: at 1 site by grinding Monitored by Tetra Tech - ADMS	\$84,022	6,282	Chief Lance Moore , Fire Dept, 317 Cantyre St, Port Wentworth, GA 31407, 912-401-0475, lmoore@cityofportwentworth.com
Raleigh, NC 10/17/2016-11/11/2016	Removed & Disposed: vegetative Monitored by Tetra Tech - ADMS	\$59,612	8,516	Kelly Lindsey , EM & Special Events, 222 W Hargett St, Suite 304, Raleigh, NC 27601, 919-996-2202, kelly.lindsey@raleighnc.gov
Rose Hill, NC 10/20/2016-10/25/2016	Removed & Disposed: vegetative	\$16,959	1,980	Ivey Knowles , PW Dir, 103 SE Railroad St, Rose Hill, NC 28458, 910-289-3159, rosehillpw@embarqmail.com
SC DOT 10/17/2016-1/13/2017	Removed & Disposed: vegetative, leaners & hangers, stumps, mulch; Reduced: at 6 sites by grinding; Monitored by Thompson - ADMS	\$8,187,338	492,455	Emmett I Kirwan , SCDOT Procurement Manager, 955 Park St, Columbia, SC 29201, 803-737-0676, KirwanEI@scdot.org
Southern Shores, NC 11/18/2016-12/14/2016	Removed & Disposed: vegetative, C&D	\$83,218	8,586	Peter Rascoe , Town Manager, 5375 N Virginia Dare Trail, Southern Shores, NC 27949, 252-261-2394, prascoe@southernshores-nc.gov
Stuart, FL 10/7/2016-10/27/2016	Emergency Push; Removed & Disposed: vegetative, stumps, mulch; Reduced: at 1 site by grinding Monitored by Witt O'Briens	\$109,356	10,085	Sam Amerson , PW Dir, 121 SW Flagler Ave, Stuart, FL 34994, 772-288-5331, samerson@ci.stuart.fl.us
Sunset Beach, NC 10/26/2016-11/23/2016	Removed & Disposed: vegetative, C&D Monitored by Landfall Strategies	\$95,563	13,849	Dustin Graham , PW Dir, 700 Sunset Blvd N, Sunset Beach, NC 28468, 910-579-6297, dgraham66@atmc.net
Thunderbolt, GA 10/19/2016-1/17/2017	Removed & Disposed: vegetative, mulch; Reduced: at 1 site by grinding; Monitored by Witt O'Briens	\$108,789	9,896	Ray O'Neill , PW Dir, 2821 River Dr, Thunderbolt, GA 31404, 912-644-7999, roneill@thunderboltga.gov

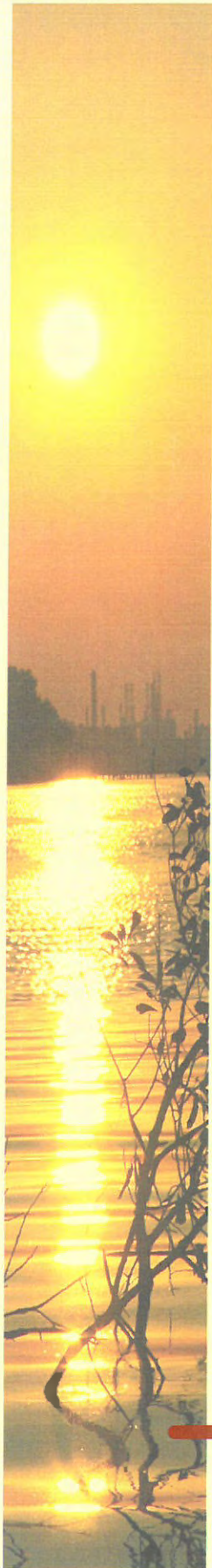
OWNER/LOCATION & TIMELINE	DESCRIPTION OF WORK	PROJECT VALUE	APPROX. CY	CONTRACTING POINT OF CONTACT	
Washington Oaks Gardens Park, FL 12/8/2016-12/13/2016	Removed & Disposed: vegetative	\$56,524	4,096	Renee Paolini, 6400 N Oceanshore Blvd, Palm Coast, FL 32137, Renee.Paolini@dep.state.fl.us	
Windmill Harbour, SC 10/14/2016-10/31/2016	Removed & Disposed: vegetative, leaners & hangers, stumps, mulch; Reduced: at 1 site by grinding Monitored by Atkins Global	\$339,975	29,283	Jaime Fenstermaker, IMC Resort Services, 2 Corpus Christi, Ste #302, Hilton Head Island, SC 29928, 843-785-4775 ext 110, Jaime@imcresortservices.com	
2016 Hurricane Hermine	2 Contracts Activated for Event - 3 DMS Managed for Event	\$9,080,715 Total Event Cost	401,366 Total Event CY		
Leon County, FL 9/3/2016-2/3/2017	Emergency Push; Removed & Disposed: vegetative, leaners & hangers, mulch; Reduced: at 3 sites by grinding Monitored by Witt O'Briens	\$5,721,729	237,200	Dale Walker, PW Director, 2280 Miccosukee Rd, Tallahassee, FL 32308, 850-606-1415, walkerda@leoncountyfl.gov	
Tallahassee, FL 9/3/2016-1/26/2017	Emergency Push; Removed & Disposed: vegetative, leaners & hangers, mulch; Reduced: at 3 sites by grinding Monitored by Witt O'Briens	\$3,358,986	164,166	Robby Powers, EM Coordinator, 911 Eastwood Dr, Tallahassee, FL 32311, 850-891-2536, robby.powers@talgov.com	
2016 Flooding Aug					
Central, LA 8/25/2016-1/28/2017	Removed & Disposed: C&D, HHW Monitored by Debris Tech - ADMS	\$5,486,871	324,951	JR Shelton, Mayor, 13421 Hooper Rd, Ste 8, Central, LA 70818, 225-261-5989, jr.shelton@central-la.gov	
2016 Flooding, Tornados					
Brazoria County, TX 6/16/2016-8/26/2016	Removed & Disposed: C&D Monitored by Tetra Tech - ADMS	\$330,118	20,470	Steve Rosa, EM Coordinator, 111 E Locust St, Suite 102, Brazoria, TX 77515, 979-864-1801, steverosa@brazoria-county.com	
Texas General Land Office (GLO) 6/27/2016-7/8/2016	Removed & Disposed: vegetative debris on the beach area / Monitored by Tetra Tech - ADMS	\$397,252	6,394	Tony Williams, Planning Senior Director 512-463-5055 tony.williams@glo.texas.gov	Vania Ramaekers, Contract Specialist, 512-463-5047, Vania.ramaekers@glo.texas.gov
2016 Flooding, Tornados					
Montgomery County, TX 5/3/2016-5/27/2016 FEMA-4269 6/9/2016-7/20/2016 FEMA-4272	Removed & Disposed: (tornado debris & flooding debris) vegetation, C&D, white goods (80), ewaste (113) Monitored by Tetra Tech - ADMS	\$288,408 \$520,549	19,089 39,079	Randy McDaniel, EM Coordinator, 9472 Airport Rd, Conroe, TX 77303, 936-523-3910, Randy.McDaniel@mctx.org	
Waller County, TX 5/4/2016-5/25/2016 FEMA-4269 6/20/2016-7/19/2016 FEMA-4272	Removed & Disposed: C&D Monitored by Tetra Tech - ADMS	\$19,674 \$18,402	1,186 1,183	Brian Cantrell, EMC, 701 Calvit St, Hempstead, TX 77445, 979-826-8282, b.cantrell@wallercounty.us	Trey Duhon, County Judge, 836, Austin St, Ste 203, Hempstead, TX 77445, 979-826-7700, t.duhon@wallercounty.us
2016 LA Flooding					
Ouachita Parish, LA – FEMA-4263 3/30/2016-6/16/2016	Removed & Disposed: vegetation, C&D, white goods (18), e-waste (370), tires (105); Monitored by Volkert	\$397,774	32,161	Scotty Robinson, Parish President, 301 S Grand St #201, Monroe, LA 71201, 318-355-4260, srobinson@oppj.org	Daryl Dunbar, Volkert, PM,
St John the Baptist Parish, LA / 2/26/2016-3/6/2016	Provided Portable Showers / Event Restrooms for volunteer services that helped the citizens and Parish	\$7,574	Lump Sum	Travis Perrilloux, Asst Director Homeland Security & Emergency Preparedness, 1801 Airline Hwy W, LaPlace, LA 70068, 985-652-2222, travis.perrilloux@sjbparish.com	
2016 TX Flooding					

OWNER/LOCATION & TIMELINE	DESCRIPTION OF WORK	PROJECT VALUE	APPROX. CY	CONTRACTING POINT OF CONTACT	
Newton County, TX 4/7/2016-7/15/2016	Removed & Disposed: C&D, white goods (378) Monitored by Thompson Consulting	\$349,990	37,030	Olan Bean, Asst EM Director, 409-658-9241	
2016 Winter Storm					
Essex County, VA (VPPSA) 3/10/2016-4/13/2016	Removed & Disposed: vegetation, C&D, stumps (44) Monitored by Arcadis / Rostan	\$138,739	16,359	Reese Peck, County Administrator, 804-445-5528, rpeck@essex-virginia.org Stephen Geissler, VPPSA Exec Director, 757-880-3535, sbgeissler@vppsa.org	Jordan Bryant, Arcadis Operations Manager, 813-385-7280, jbryant@rostan.com
2016 Tornado					
Rowlett, TX 2/15/2016-4/20/2016	Removed & Disposed: vegetation, C&D, white goods (140), e-waste (49); Monitored by True North	\$680,036	70,738	Jim Proce, Asst. City Manager, 4000 Main St, Rowlett, TX 75088, 972-715-6113, jproce@rowlett.com	Doug Amato, True North Project Manager, damato@truenorthem.com
2016 Other Projects					
Corpus Christi, TX 4/21/2016-5/25/2016	Assisting City Maintenance with brush removal and disposal	\$494,444	68,672	Gilbert Montoya, 361-816-8156, gilbertm@cctexas.com	
Glades County, FL 3/14/2016-3/23/2016	Burn existing pile of debris	\$23,362	11,300	Angela Snow, EM Director, 1097 Health Park Dr, Moore Haven, FL 33471, asnow@myglades.com	Bob Jones, BJones@myglades.com
Newport News, VA 1/2016-12/2016	Removed trees from different locations in the City at various times	\$53,756	Lump Sum	Derrick Porter, Stormwater, 513 Oyster Point Rd, Newport News, VA 23602, dporter@nngov.com	
2015 Tornado					
Friendswood, TX 11/9/2015-11/16/2015	Removed & Disposed: vegetation, C&D Monitored by Tetra Tech	\$140,516	8,782	Terry Byrd, Fire Marshall / EM Coordinator, 1600 Whitaker Dr, Friendswood, TX 77546, 281-996-3335, tbyrd@ci.friendswood.tx.us	Oliver Yao, Tetra Tech, Deputy Director of Post Disaster Programs BDR Division, phone: (321) 441-8507, mobile: (407) 803-2522, Oliver.Yao@tetratech.com
2015 Storms & Flooding					
South Carolina DOT 10/2015-11/2015	Removed & Disposed: C&D, white goods (278), e-waste (484 + 13,580 Lbs), HHW (28,000 Lbs) Counties: Lexington, Richland Monitored by Thompson	\$720,217	33,163	David Cook, SCDOT Maintenance Deputy Director, 955 Park St, Room 324, Columbia, SC 29201, 803-737-1268, cookdb@scdot.org	Danny Gardner, Thompson Program Manager, 1135 Townpark Ave, Suite 2101, Lake Mary, FL 32746, 407-792-0018, dgardner@thompsoncs.net
2015 Severe Storms / Flooding					
Limestone County, AL 9/2015	Removed & Disposed: Waterway debris	\$60,860	Lump Sum	Richard Sanders, Co Engineer, 256-233-6681, richard.sanders@limestonecounty-al.gov	
2015 Flooding					
Blanco County, TX 6/2015-7/2015	Removed & Disposed: vegetation, C&D	\$48,033	2,495	Brett Bray, Blanco County Judge, PO Box 387, Johnson City, TX 78636, 830-868-4266, cojudge@co.blanco.tx.us	
Republic Services, Corpus Christi, TX 7/2015	Removed & Disposed: C&D	\$24,392	3,285	Brian Cornelius, Republic Services, 4414 Agnes St, Corpus Christi, TX 78405, Cell 361-876-6006, bcornelius@republicservices.com	
2015 Ice Storm					
Raleigh, NC 3/25/2015-4/6/2015	Removed & Disposed: vegetation	\$208,740	29,820	Andrew Martin, Asst Dir of SW, 630 Beacon Lake Dr, Raleigh, NC 27610, 919-996-6868, Andrew.Martin@raleighnc.gov	

OWNER/LOCATION & TIMELINE	DESCRIPTION OF WORK	PROJECT VALUE	APPROX. CY	CONTRACTING POINT OF CONTACT	
2015 Other Projects					
Corpus Christi, TX 5/2015 & 7/2015	Removed & Disposed: vegetation	\$501,795	67,860	Gilbert Montoya, 361-816-8156, gilbertm@cctexas.com	
Hitchcock, TX 2/9/2015-2/17/2015	Grinding existing debris piles and hauling out mulch to final disposal	\$20,441	4,867	Denise McDaniel, PW Street Superintendent, 8401 Schiro Rd, Hitchcock, TX 77563, 409-986-5591	
Newport News, VA 4/2015-11/2015	Removed trees from different locations in the City at various times	\$44,929	Lump Sum	Derrick Porter, Stormwater, 513 Oyster Point Rd, Newport News, VA 23602, dporter@nngov.com	
New Jersey Dept. of Environmental Protection 10/2015	Removed & Disposed: houses from navigation waterway displaced by nor'easter – non-asbestos C&D Managed an offloading site	\$219,289	760	Suzanne U. Dietrick, NJ DEP Site Remediation Program, Office of Dredging & Sediment, PO Box 420 Mail Code 401-06C, 401 East State St, Trenton, NJ 08625, p-609-292-8838 c-609-439-6673, Suzanne.Dietrick@dep.nj.gov	
Orange Beach, AL 4/2015	Demolition of Coastal Arts Center & Asbestos & Abatement of Children Studio	\$24,760	Lump Sum	Tim Tucker, ttucker@cityoforangebeach.com	
Orange Beach, AL 4/2015	Dead fish removal and disposal from coastal waters & beaches	\$22,538	Hourly	Tony Kennon, Mayor, 4099 Orange Beach Blvd, Orange Beach, AL 36561, 251-981-6810, tkennon@cityoforangebeach.com	
Palm Cove HOA, FL 4/2015-5/2015	Excavation, cleaning and shaping drainage ditches for proper water flow; Removal of a tree; Construction of rip rap & rebar diverter controlling flooding	\$34,913	Lump Sum	Jeff Murphy, President of Palm Cove HOA, jkm@tampabay.rr.com	
Pensacola, FL 5/2015-10/2015	Emergency Dredging of Bayou Texar in 16 different locations	\$650,850	Lump Sum	Carl Flowers, 850-435-1817, CFlowers@cityofpensacola.com	
RBM Contracting Services, LLC 3/2015	Norman Riley Bridge approach repair at Blackwater River State Forest near Baker, FL	\$24,003	Hourly	Branch McClendon, RBM, 15249 Business Hwy 331, Freeport, FL 32439, 850-835-0217, branchmcclendon@gmail.com	
The Nature Conservancy (TNC) Arlington Cove 4/2015-5/2015	Forestry mowing and pallet staging	\$25,762	Lump Sum	Judy Haner, Marine & Freshwater Programs Manager, 251-433-1150 ext 103, jhaner@TNC.org	
2014 Severe Storms, Flooding & Tornadoes	11 Contracts Activated - 2 DMS Managed for Event	\$3,731,996 Total Event Cost	310,753 Total Event CY		
AL Dept. of Transportation 12/11/2014-12/17/2014	Removed & Disposed: Drift waterway debris in Styx River in Baldwin County, AL	\$79,250	834	Jason Shaw, Bridge Ops Engineer, SW Region, 1701 I-65 W Service Rd N, Mobile, AL 36618-1109, 251-470-8200, shawj@dot.state.al.us	Brian Aaron, SW Region, 1701 I-65 W Service Rd N, Mobile, AL 36618-1109, 251-470-8200, aaronb@dot.state.al.us
AL DCNR Dept of Conservation & Natural Resources 9/8/2014-10/15/2014	Removed & Disposed: Waterway debris, vegetative, C&D in Baldwin County, AL	\$500,000	1,801	Terry Boyd, Chief of Engineering Section AL DCNR, 64 N Union St, Rm 479, Montgomery, AL 36104, 334-242-3836, Terry.Boyd@dcnr.alabama.gov	Kirby McCrary, P.E., Disaster Ops Mgr, Volkert, Inc., 251-406-0166, kirby.mccrary@volkert.com
Baldwin County, AL 5/7/2014-5/17/2014	Removed & Disposed: vegetation	\$12,897	1,066	Joey Nunnally, Preconstruction Mgr, PW Engineer, 22070 Hwy 59, Central Annex II 3rd & 4th floor, Robertsedale, AL 36567, 251-972-8557, jnunnally@baldwincountyal.gov	Charles Gruber, Chairman Baldwin Co Commission, 201 E Section St, Foley, AL 36535, 251-943-5061, cgruber@co.baldwin.al.us
Blount County, AL 5/2014-7/2014	ACCA Contract: Removed & Disposed: vegetation, leaners/hangers (954/512), stumps (86), waterway debris (7,285 CY); Reduced by grinding	\$1,401,613	139,628	Don Roybal, County EMA Dir, 220 Second Ave E, Ste 106, Oneonta, AL 35121, 205-625-4121, ema@co.blount.al.us	

OWNER/LOCATION & TIMELINE	DESCRIPTION OF WORK	PROJECT VALUE	APPROX. CY	CONTRACTING POINT OF CONTACT	
DeKalb County, AL 5/2014-6/2014	ACCA Contract: Removed & Disposed: vegetation, leaners/hangers (60), stumps (16)	\$295,320	38,616	Bobby Ridgeway , EMA Officer, 111 Grand Ave SW Ste 21, Ft Payne, AL 35967, 256-845-8569, bridgeway@dekalbcounty.al.us	
Escambia County, FL 5/10/2014-5/16/2014	Removed & Disposed: C&D, Compacted C&D	\$51,654	5,972	Pat Johnson , SW Dir, 13009 Beaulah Rd, Cantonment, FL 32533, 850-937-2164, ptjohnso@co.escambia.fl.us	Jack Brown , Co Administrator, 221 Palafox Pl, Ste 420, Pensacola, FL 32502, 850-595-4946, admin@myescambia.com
Limestone County, AL 5/8/2014-7/9/2014 9/8/2015-9/16/2015	ACCA Contract: Removed & Disposed: vegetation, leaners/hangers (874/128), stumps (54); Reduced by burning 2015 Waterway Contract for the removal of waterway debris from 7 sites; Funded in part by NRCS / EWP	\$1,245,103	122,542	Richard Sanders , Co Engineer, 310 W. Washington St, Athens, AL 35611, 256-233-6681, richard.sanders@limestonecounty-al.gov	Sharon Wilson , Engineering Clerk, 310 W. Washington St, Athens, AL 35611, 256-233-6681, sharon.wilson@limestonecounty-al.gov
Orange Beach, AL 5/8/2014-5/12/2014	Remove heavy seaweed from 7 miles of beach	\$13,071	Hourly	Tony Kennon , Mayor, 4099 Orange Beach Blvd, Orange Beach, AL 36561, 251-981-6810, tkennon@cityoforangebeach.com	Ken Grimes , City Administrator
Perdido Beach, AL 5/19/2014-5/27/2014	Removed & Disposed: vegetation	\$3,742	294	Patsy Parker , Mayor, 9212 CR 97, Perdido Beach, AL 36530, 251-962-2200, mayor@townofperdidobeach.org	Lynn Thompson , Town Clerk, 9212 CR 97, Perdido Beach, AL 36530, 251-962-2200, clerk@townofperdidobeach.org
Walton County, FL 5/1/2014-5/21/2014	Provided & Operated: Pumps to remove excess storm water	\$129,346	Hourly	Wilmer Stafford , PW Dir, 117 Montgomery Cir, DeFuniak Springs, FL 32433, 850-892-8108, stawilmer@co.walton.fl.us	Tommy Hinite , PW Engineer, 97 Montgomery Cir, DeFuniak Springs, FL 32435, 850-892-8108, hintommy@co.walton.fl.us
2014 Ice Storm Ulysses					
Greensboro, NC 3/18/2014-5/13/2014	Removed & Disposed: vegetation	\$775,739	81,060	Dale Wyrick, P.E. , Dir Field Ops, 401 Patton Ave, Greensboro, NC 27406, 336-373-2783, Dale.Wyrick@greensboro-nc.gov	Chris Marriott , Deputy Dir Field Ops, PO Box 3136 Greensboro, NC 27402, 336-373-7612, chris.marriott@greensboro-nc.gov
2014 Ice Storm Pax	2 Contracts Activated - 3 DMS Managed for Event	\$5,358,824 Total Event Cost	277,501 Total Event CY		
Berkeley County Water & Sanitation, SC 2/2014-5/2014	Removed & Disposed: vegetation, leaners & hangers (19,102 trees); Reduced by grinding	\$3,381,880	179,382	Mark Schlievert , SW Dir, 212 Oakley Plantation Dr, Moncks Corner, SC 29461, 843-719-2380, mschlievert@bcwsa.com	Michael Healy, PE , Atkins Sr Engineer III, EM, 4030 W Boy Scout Blvd, Ste 700, Tampa, FL 33607, C: 813-267-7058, mike.healy@atkinsglobal.com
Dorchester County, SC 2/2014-5/2014	Removed & Disposed: vegetation, leaners & hangers (389/10,952); Reduced by grinding	\$1,976,944	98,119	Mario Formisano , EM Dir, 212 Deming Way Ste 3, Summerville, SC 29843, 843-832-0341, mformisano@dorchestercounty.net	Matthew Halter (now Mike Golston - Interim), PW Dir, 2120 E Main St, Dorchester, SC 29437, 943-832-0070, mgoldston@dorchestercounty.net

E. Current Work Commitments



E. Current Work Commitments

Below is a list of current jobs that are underway:

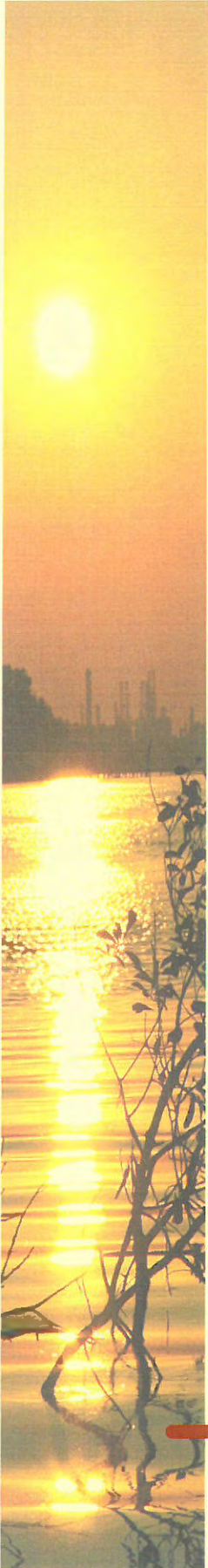
Job Number	Job Name	Status
18-ESB-015	Mechanical Dredging- Canal - Eastern Shipbuilding	Job In Progress
18-PAN-041	Panama City (City), FL - Hurricane Michael	Job In Progress
18-BCF-042	Bay Co, FL - Hurricane Michael	Job In Progress
19-BAI-006	Bainbridge (City), GA Hurricane Michael	Job Not Started
19-DEC-006	Decatur (County), GA Hurricane Michael	Job Not Started

Current Pre-Event Contracts

Client	Duration	Client	Duration	Client	Duration
ALABAMA					
Atmore (City)	2017-2020	Baldwin Co.	2018-2021	Bay Minette (City)	2017-2021
Chatom (Town)	2017-2019	Daphne (City)	2016-2019	Dauphin Island (Town)	2016-2020
Dothan (City)	2016-2019	Fairhope (City)	2018-2021	Gulf Shores (City)	2017-2020
Ono Island (POA)	2018-2021	Orange Beach (City)	2016-2021		
FLORIDA					
Arcadia (City)	2017-2027	Apalachicola (City)	2018-2021	Aventura (City)	2006-2021
Bay County	2016-2021	Bonita Springs (City)	2017-2023	Bradenton Beach (City)	2016-2026
Brevard County	2018-2024	Bunnell (City)	2016-2022	Carrabelle (City)	2018-2021
Casselberry (City)	2017-2023	Charlotte Co. Public Schools	2017-2023	Clay Co	2015-2022
Cocoa Beach (City)	2016-2021	Crestview (City)	2018-2020	Destin (City)	2013-2019
Edgewater (City)	2016-2021	Estero (Village)	2017-2019	Flagler Beach (City)	2015-2022
Flagler Co	2015-2022	Fort Myers Beach (Town)	2018-2023	Fort Myers (City)	2017-2023
Franklin Co	2018-2021	Gainesville (City)	2018-2022	Glades Co.	2015-2020
Grand Haven Comm. Devl. District	2016-2022	Jackson Co.	2015-2020	Jupiter (Town)	2017-2023
Kissimmee (City)	2014-2019	Lakeland (City)	2015-2022	Lauderdale-By-The-Sea (Town)	2018-2026
Lee Co	2017-2023	Levy Co	2017-2024	Lynn Haven (City)	2013-2019
Mexico Beach (City)	2019-2024	Miami Gardens (City)	2018-2020	Mount Dora (City)	2017-2021
Ocoee (City)	2018-2023	Okaloosa Co	2017-2022	Okeechobee Co	2015-2020
Orange Park (Town)	2018-2022	Palm Coast (City)	2017-2022	Panama City (City)	2017-2022
Panama City Beach (City)	2019-2024	Parker (City)	2018-2023	Plant City	2015-2020
Plantation (City)	2017-2027	Polk Co	2015-2020	Punta Gorda (City)	2017-2023
Putnam Co	2018-2020	Sanford (City)	2015-2019	Sanibel (City)	2018-2023
Shalimar (Town)	2017-2022	St. Petersburg (City)	2014-2019	Stuart (City)	2017-2022
Sunrise (City)	2017-2027	Tarpon Springs (City)	2017-2022	Taylor County	2017-2022
Valparaiso (City)	2017-2022	Vero Beach (City)	2017-2022	Washington Co	2016-2019
Wilton Manors (City)	2017-2026				
GEORGIA					
Bainbridge (City)	2018-2021	Garden City	2017-2021	Grady County	2018-2021
Gwinnett County	2018-2023	Liberty Co.	2014-2019	Lowndes Co.	2015-2020
Port Wentworth (City)	2016-2021	Thunderbolt (Town)	2017-2022	Tybee Island (City)	2017-2019
Ware Co.	2016-2019	Wayne Co.	2012-2022		

LOUISIANA					
Calcasieu Parish	2018-2022	Central (City)	2016-2019	Lake Charles (City)	2018-2023
St. Helena Parish	2016-2021	St. James Parish	2017-2022	St. John the Baptist Parish	2013-2021
Sulphur (City)	2018-2023				
MARYLAND					
Cecil Co.	2015-2020	Ocean City (Town)	2016-2020	Talbot Co.	2017-2020
MISSISSIPPI					
Biloxi (City)	2014-2019	D'Iberville (City)	2017-2019	Gulfport (City)	2017-2021
Harrison Co.	2015-2020	Pascagoula (City)	2017-2019		
NEW JERSEY					
State of New Jersey	2015-2019				
NORTH CAROLINA					
Ahoskie (Town)	2018-2022	Brunswick Co.	2016-2021	Calabash (Town)	2017-2019
Charlotte (City)	2012-2019	Chatham County	2018-2024	Chowan Co.	2015-2020
Duck (Town)	2016-2021	Duplin Co.	2015-2020	Fayetteville (City)	2018-2024
Jacksonville (City)	2016-2023	Nags Head (Town)	2016-2021	Nash County	2018-2024
North Topsail Beach (Town)	2017-2022	Onslow Co.	2016-2021	Raleigh (City)	2016-2021
Robersonville (Town)	2018-2022	Rocky Mount (City)	2012-2019	Rose Hill (Town)	2016-2020
Southern Shores (Town)	2016-2021	Swansboro (Town)	2016-2023		
SOUTH CAROLINA					
Dorchester Co.	2016-2021	Greenville (City)	2015-2020	Hilton Head Island (Town)	2014-2019
Hilton Head Plantation Owners Association	2010-2025	Long Cove Club Owners Assoc.	2010-2025	Mariner's Point Owners Assoc.	2010-2025
Marriott Resort Hospitality Corp.	2011-2026	Marsh Side Owners Assoc.	2015-2025	Palmetto Dunes Property Owners Assoc.	2011-2026
Palmetto Hall Property Owners Assoc.	2016-2031	Sea Pines County Club	2011-2026	Sea Pines Plantation Comm. Services Assoc.	2010-2025
Sea Pines Resort	2012-2025	Spartanburg Co.	2017-2022	Spring Island Property Owners Assoc.	2011-2026
Sun City Hilton Head Community Assoc.	2011-2026	Wexford Plantation	2011-2026	Windmill Harbour Assoc.	2011-2026
TENNESSEE					
Davidson Co.	2016-2021	Knox Co.	2014-2019	Nashville Co.	2016-2021
TEXAS					
Alvin (City)	2011-2021	Aransas Co.	2016-2021	Baytown (City)	2017-2020
Bayou Vista (City)	2018-2023	Bell Co.	2017-2022	Clute (City)	2017-2022
Corpus Christi (City)	2018-2021	Deer Park (City)	2016-2019	DeSoto Co.	2016-2021
Dickinson (City)	2019-2022	El Campo (City)	2014-2024	Friendswood (City)	2018-2022
Galveston Co.	2017-2022	Jasper Co.	2016-2023	Jones Creek (Village)	2012-2022
Lake Jackson (City)	2017-2022	League City	2018-2022	Liberty Co.	2017-2022
Montgomery Co.	2017-2023	Nassau Bay (City)	2010-2020	Newton Co.	2016-2021
Nueces Co.	2016-2021	Port Arthur (City)	2018-2019	Richardson (City)	2016-2026
Rowlett (City)	2016-2021	Sugar Land (City)	2018-2021	Tarrant County	2018-2021
Trinity Bay Conservation District	2018-2023	University Park (City)	2016-2021	Webster (City)	2015-2025
VIRGINIA					
Commonwealth of Virginia (Pre-Qualified)	2015-2020	Hampton Roads Sanitation Dist.	2018-2023	James City Co (2 contracts)	2013-2019
Newport News (City)	2018-2023	VPPSA Pre-Qualified Contractor	2018-2023		
WASHINGTON					
Seattle (City)	2012-2019				

F. Availability



F. Availability

Contract Management - Ability to Handle Multiple Contracts

CrowderGulf has a proven track record of simultaneously managing multiple contracts and many specialty debris projects such as waterway debris removal and demolition. CrowderGulf has at its disposal an extensive inventory of company-owned equipment coupled with a large pool of dedicated subcontractors to complete any project, large or small.

The Summary Table below provides a snapshot of CrowderGulf's disaster-related work experience. It reflects the Company's ability to successfully complete multiple simultaneous disaster projects by providing the personnel and equipment resources needed, regardless of size, location, number of active projects, or the nature and severity of the disaster.

"Their (CrowderGulf) overall performance and management of each project I found to be exceedingly professional. They maintained their projected schedules, if not exceeding them in some cases, met our staff's expectations, performed within the contract documents, adhered to schedules and budgets defined within their' projects and the close-out process was smooth and submitted promptly."

*Cathie Lewis, Public Works Director
Town of Fort Myers Beach, FL*

Over 98% of the 403 disaster projects listed in the table below were the result of pre-event contracts that were activated after a disaster.

CrowderGulf successfully provided every Client all documentation FEMA required for Client to receive reimbursement.

SUMMARY TABLE OF SIMULTANEOUS DISASTER DEBRIS PROJECTS					
Year	Hurricane	# of DMS Managed	Simultaneous Contract Activations	Approx. CY	Invoice Amt
2018	Hurricane Michael	24	10	10,000,000+	\$148,720,492+
2018	Hurricane Florence	10	18	1,533,575+	\$28,384,783+
2017	Hurricane Nate	1	3	110,000 CY	\$1,549,118
2017	Hurricane Irma	91	64	11,850,445 CY	\$180,937,263
2017	Hurricane Harvey	15	27	6,371,922 CY	\$86,676,080
2016	Hurricane Matthew	32	39	5,675,560 CY	\$82,267,725
2016	Hurricane Hermine (2 Activations)	3	2	401,366 CY	\$9,080,715
2016	Severe Storms, (Ice, Flood & Tornadoes)	1	12	648,612 CY	\$9,153,193
2015	Severe Storms, (Ice, Flood & Tornadoes)	0	15	109,578 CY	\$2,311,844
2014	Ice Storms Pax & Ulysses, Severe Storms (Flood & Tornadoes)	5	14	669,314 CY	\$9,866,559
2012	Sandy	1	4	727,194 CY	\$57,805,734
2012	Isaac	3	9	245,799 CY	\$2,821,936
2011	Irene	13	31	1,673,821 CY	\$14,754,641
2008	Ike	27	36	16,933,904 CY	\$178,318,425
2005	Dennis, Katrina, Rita, and Wilma	41	67	19,441,656 CY	\$279,764,959
2004	Charley, Frances, Ivan, Jeanne	61	36	16,800,678 CY	\$292,426,233
2003	Isabel	19	16	5,447,815 CY	\$66,344,733

Our ability to successfully manage multiple contracts is demonstrated in the following excerpts of our past experience following major natural disasters:

Past Experience

For all activations, CrowderGulf Management teams have been led by experienced and knowledgeable personnel well-versed in FEMA regulations, including eligible work, funding and reimbursement requirements. Several of CrowderGulf's personnel have held emergency management positions both locally, as well as state and federal positions. These individuals provide updates and training to CrowderGulf staff on a regular basis. Details of personnel qualifications are provided in the **Key Personnel Section** of this proposal.

The best way to demonstrate the qualifications, knowledge, and experience of CrowderGulf is to provide summaries of past performance and references to support our work, which we have provided below. CrowderGulf's ability to successfully manage multiple contracts, within client timelines and FEMA guidelines, is highlighted in the following excerpts of past experience following major natural disasters. A Summary Chart is included at the end of each year's work that shows the varied scopes of work that were completed.

2018 Hurricane Michael

Hurricane Michael plowed into the Florida Panhandle on October 10 as a major Hurricane. It is the first Category 5 storm on record to hit the Florida Panhandle. Tropical storm-force winds extended more than 320 miles from the center, devastating the entire region.

CrowderGulf holds many pre-event contracts within the area so our Director of Operations and Florida Regional Manager were on the ground doing damage assessment within 2 hours of the storms passing. We immediately mobilized hauling units to begin right-of-way (ROW) debris operations. From October 12-January 12, 2019, CrowderGulf has removed, processed, reduced and



disposed of approximately **10 Million Cubic Yards** of vegetative and construction/demolition debris at 26 Debris Management Sites and 13 Final Disposal Facilities. More than 83,000 hazardous trees have had falling hangers and leaners, to date and those limbs were cut to restore safe passage. Ongoing CrowderGulf operations in within the State of Florida will also include the removal of construction and demolition debris, white goods, e-waste, household hazardous waste (HHW), hazardous stumps, demolition of structures and Private Property Debris Removal (PPDR).



2018 Hurricane Florence

Hurricane Florence, a powerful and deadly Category 1 Hurricane took aim at the North Carolina coastline in September, 2018. This deadly hurricane claimed 55 lives as it swept across the state. Hurricane Florence brought devastating rainfall accumulations which caused flooding not only to the large stretch of coastline but also created widespread inland flooding. Many of the state's major rivers and tributaries reached record level height as 30+ inches of rainfall drenched the area and closed major interstates and roadways for weeks.

CrowderGulf was activated on 18 pre-event contracts across the state of North Carolina which involved the removal and reduction of over 2.1 million cubic yards of debris, the removal of approximately 50,000 leaners and hangers and the management and maintenance of 16 debris management sites. In addition, CrowderGulf provided sand and beach restoration to North Top Sail Beach, Oak Island and Bald Head Island.

While working in North Carolina, CrowderGulf experienced contract requirements which presented their own unique challenges. Damage assessments were hampered by non-reseeding floodwaters causing the closure of many roads and isolating communities. CrowderGulf assisted communities with damage assessment by providing drone flyovers into flooded areas and working with local officials to identify alternate debris management sites not affected by floodwaters. The community of Bald Head Island had its own set of unique challenges. Bald Head Island is an island off the coast of North Carolina separated from the mainland by the Cape Fear River, accessible only by ferry boat. The challenge of this contract involved the access of equipment to the island and the means of disposal of storm generated debris. CrowderGulf worked with Bald Head Island to provide the debris collection and disposal services by setting up a debris reduction site on the island for the vegetative debris. At the vegetative debris site all material was reduced to mulch and then given back to the residents and local landscape businesses for residential use. CrowderGulf secured barges to transport the remaining materials, which included C&D and Household Hazardous Waste (HHW), across the Cape Fear River to final disposal sites. While contracts such as this one can present special challenges, so does the addition of another land falling hurricane.

Rising to the Challenge - During the Florence activation, the Florida Panhandle experienced the devastation of Hurricane Michael, a category IV storm. CrowderGulf had eleven additional contracts activated making a total of twenty nine simultaneous activated contracts. During the 2017 Hurricane season, CrowderGulf experienced the same scenario involving multiple contract activations which led our team to revisit and revise our level of response. Following our 2017 - 18 activation assessment, CrowderGulf worked diligently to enhance our program. We provided additional training to project managers and team members across seven states, solidified relationships with subcontract resources nationwide and revised plans and procedures for faster response to our clients and improved documentation protocols.



During the 2018 activation, our company stood strong and we were ready. We provided each contract activation with an experienced project management team that remained with the assignment from start until finished. We provided each client with the needed assets, both personnel and equipment to successfully meet all contractual obligations within the specified time to include safety, quality assurance and documentation personnel.

CrowderGulf responded to Florida with urgency, providing each Florida Client with their own trained Project Management team. CrowderGulf did not downsize equipment and personnel in North Carolina to respond to Florida, **we doubled and in some cases tripled our equipment resources in our North Carolina contract activations** to re-assure our North Carolina clients that we would finish their projects strong and successfully. We responded to our Florida clients with full resources and had damage assessment personnel on the ground within two hours of the storms passing. CrowderGulf provided personnel, drones and helicopters for damage assessment and brought in our own professional videographer to capture storm damage and the debris removal process.

2017 Hurricanes Harvey & Irma

The 2017 Hurricane Season was extremely challenging as Hurricane Harvey caused extensive damage to the Texas Coast and two weeks later Hurricane Irma impacted the Florida Keys and stretched all the way to South and North Carolina.

In Texas, CrowderGulf had 27 contracts activated and debris removal operations were in full swing. Then Hurricane Irma visited Florida, leaving behind great damage and devastation. As a result, CrowderGulf's resources had to be quickly expanded and adjusted to accommodate 64 clients in Florida. While the usual initial chaos and stress for everyone after a disaster was present, CrowderGulf focused on serving all affected clients in both states as quickly and efficiently as possible. As a result, all jobs were finished



Hurricane Harvey

Texas - On August 25, 2017, Hurricane Harvey, one of the strongest hurricanes to hit the United States since 2005, made landfall as a Category 4 Hurricane in Rockport, Texas. The maximum winds were 130 mph as it churned its way through Aransas County. As the storm continued to make its way along the eastern edge of the Texas coastline, additional impacts of storm surge and inland flooding affected numerous areas. The Houston metropolitan area observed between 30 and 60.5 inches of rain from this historic tropical system. Harvey destroyed 9,000 homes and damaged an additional 185,000 dwellings. CrowderGulf had 27 Texas County and Municipal contracts activated during this event and managed 25 Debris Management Sites (DMS), resulting in approximately **5 MILLION CUBIC YARDS** of debris being removed from ROW or ROE.

Hurricane Irma

Florida - On September 10, 2017, Hurricane Irma made two landfalls in the State of Florida. The first landfall was recorded in Cudjoe Key, Florida, with winds of 130 mph. The second landfall occurred in Naples, Florida, with sustained winds of 115 mph. This large hurricane impacted all of Florida as it moved north, causing 67 counties to be declared for FEMA Public Assistance. In response, CrowderGulf had 65 contract activations and managed 92 DMS in Florida while simultaneously managing 26 contract activations that occurred in August in the State of Texas, following Hurricane Harvey. Clean up included the removal of over **7 MILLION CUBIC YARDS** of debris and resulting in costs of over **100 MILLION DOLLARS**.

"I would like to thank you and your staff for the outstanding service provided to the County in 2017 due to Hurricane Irma"

*Russell A. Rowland, Assistant to
County Administrator,
Okeechobee County*

2017 Hurricane Harvey & Irma Projects and Tasks

91 Total Clients	Number of Clients in 2017 Hurricane Harvey & Irma Utilizing Task											
Contract Amt	PUSH Ops	ROW Hauling	Private Rds Hauling	Debris Reduction	Debris Disposal	Tree Work	Stumps	White Goods	E-waste	HHW	ADMS Utilized	Waterway Debris
\$281,720,975	7	91	15	49	91	36	12	18	15	15	79	2

2016 Hurricane Matthew

Georgia - On October 7th, 2016, Hurricane Matthew began its devastating impacts on thirteen Counties in Georgia. CrowderGulf's debris contracts were activated the following week in Liberty County (serving the County and the Cities of Hinesville, Midway and Riceboro) as well as two contract activations in Chatham County. The storm left over 182,460 cubic yards of vegetative storm debris, 2,055 leaners and hangers, 727 stumps and 75 tons of C&D to be removed, reduced (by air curtain incineration) and disposed in Liberty County. During our kick-off meeting, CrowderGulf was made aware the County elected to participate in the Public Assistance Pilot Program for expedited debris removal. CrowderGulf immediately began ramping up resources to successfully remove, reduce and dispose all debris within the given timeframe established by the County. Invoicing for the County was submitted in 30 day increments and supported by daily progress reports by both CrowderGulf and the monitoring Company. This close working relationship made participation in the **Pilot Program successful** for the County. The total project cost for Liberty County was \$1,736,692.

In Chatham County, the municipalities of Port Wentworth, Thunderbolt and Garden City activated their pre-event contracts with CrowderGulf. Port Wentworth recovered over 6,282 cubic yards of vegetative debris and removed 952 leaners and hangers while Garden City had 33,580 cubic yards of debris removed. Thunderbolt recovered 9,896 cubic yards of vegetative debris. All three municipalities reduced their debris by mulching/chipping. Three Georgia contracts were monitored by Tetra Tech and one was monitored by Witt O'Briens. All were completed in less than 90 days. The total project cost for Port Wentworth was approximately \$84,000, Thunderbolt was approximately \$108,700 and Garden City totaled \$365,490.

Florida - Following Hurricane Matthew impacting the east coast of Florida, CrowderGulf received 13 Florida contract activations from Counties and cities as far south as Martin County and as far north as Duval County. Utilizing 18 Project Managers, and numerous field supervisors and equipment assets, CrowderGulf removed over 1,695,743 cubic yards of debris and managed 13 debris management site locations. CrowderGulf forces were tasked with the removal of vegetative debris, C&D, leaners, hangers and stumps, and collection and disposal of white goods. Reduction was performed by burning, grinding and mulching debris. Additional contract activations were received by the Florida Department of Environmental Protection (FDEP) in Duval, Clay, St John's, Brevard, Volusia and Nassau Counties for Waterway Debris Removal. Costs for the recovery efforts in Florida were \$30,358,208.

South Carolina - CrowderGulf was activated by Hilton Head Island (HHI) on October 7, 2016. CrowderGulf supplied over 125 pieces of equipment which included 6 grinders and a Trammel screen plus an additional 300+ personnel to assist with the HHI's 12 communities with recovery operations. Reduction operations consisted of chipping and mulching at both Debris Management Site locations. CrowderGulf removed, reduced and disposed 2,989,342 cubic yards of vegetative debris and removed 42,058 hangers 5,301 leaners and 10,693 Cubic Yards of C&D material and managed 2 debris management site locations on the island for a total project cost of \$33,693,545.

Having worked in 2015 for the SCDOT to recover Richland and Lexington Counties from severe flooding, CrowderGulf was once again activated to aid Darlington, Florence and Sumter Counties with Hurricane Matthew debris removal. The SCDOT tasked CrowderGulf with removing debris on the right of way and hazardous leaners, hangers and stumps. CrowderGulf was responsible for debris removal from the following roads throughout the Counties:

State Maintained Roads

Darlington County
Florence County
Sumter County

County Maintained Roads

Florence County
Sumter County

City Maintained Roads

City of Sumter

CrowderGulf quickly mobilized forces and hired local companies to begin the debris removal. CrowderGulf set up 7 Debris Management Sites and reduced the debris by grinding. All of the mulch from reduction by grinding was hauled to mulch recycling facilities and papermills in the areas. None of the debris was hauled to any landfill which resulted in significant cost saving to the SCDOT from not paying landfill tipping fees. Overall, CrowderGulf removed and reduced over 500,000 cubic yards of debris in less than 90 days.

2016 Hurricane Matthew Projects and Tasks

39 Total Clients	Number of Clients in 2016 Hurricane Matthew Utilizing Task										
Contract Amt	PUSH Ops	ROW Hauling	Private Rds Hauling	Debris Reduction	Debris Disposal	Tree Work	Stumps	White Goods	ADMS Utilized	Waterway Debris	Special Projects
\$82,267,725	8	33	3	24	33	12	6	2	18	1	5

2016 Floods & Storms

Texas Tornado – Starting in late December 2015, Severe Storms made their way through Texas (FEMA-4255-DR-TX) causing flooding and tornados. Our first activation of the year was requested by Rowlett, TX. A tornado ripped through the town causing C&D debris to be scattered in its path. Over 70,000 cubic yards of debris was collected and disposed after this event. CrowderGulf was also tasked to remove and dispose of 140 white goods and 49 e-waste debris. It took 37 days to complete the project under the City's management. CrowderGulf also worked with the monitoring firm True North during this project. The total cost of this project was \$680,036.

Ice Storms – Late January, Virginia was the target for a winter storm (FEMA-4262-DR-VA). Approximately 16,000 cubic yards of vegetative, C&D and stump debris was collected, transported and disposed from the ROW in Essex County, VA due to this winter storm. The project was completed in 20 days and involved CrowderGulf working with the County, Virginia Peninsulas Public Service Authority (VPPSA) and the monitoring firm Rostan Solutions (aka Arcadis). The total cost of this project was \$138,739.

Louisiana Storms – Louisiana received their share of severe storms and flooding (FEMA-4263-DR-LA) in March. CrowderGulf was activated by St. John the Baptist Parish and Ouachita Parish. St. John the Baptist Parish relied on volunteers and its citizens to help in the recovery. The Parish requested that CrowderGulf only provide portable showers and restrooms for the volunteers and citizens.

Ouachita Parish, LA activated CrowderGulf at the end of March. After 53 days, CrowderGulf had removed and disposed of over 32,000 cubic yards of debris, 18 white goods, 105 Tires and 370 pieces of e-waste. In some areas, water had to recede before hauling could begin. The project total cost was \$397,774.

Second Round of Storms in Texas – In March, Texas received another round of storms, tornados and flooding (FEMA-4266-DR-TX). CrowderGulf was activated by Montgomery County, Newton County and Waller County.

Montgomery County tasked CrowderGulf with removing and disposing of vegetative debris and C&D debris. Just over 19,000 cubic yards of debris was removed in 21 days. Along with working with the County, CrowderGulf also teamed with the monitoring firm Tetra Tech. The total cost of the project was \$288,408.

Newton County Activated CrowderGulf near the beginning of April. Newton County was experiencing flooding and CrowderGulf was tasked with the removal and disposal of over 37,000 cubic yards of C&D debris. There were also 418 pieces of white goods removed and disposed of during the project. CrowderGulf has worked with their monitoring firm, Thompson consulting on the project. The total cost for this project was \$349,990.

Waller County was also affected by the storms with flooding and straight lined winds. CrowderGulf was activated to remove a small amount of vegetative and C&D debris. Just over 1,000 cubic yards of debris was removed and disposed of in 7 days. Along with working with the County, CrowderGulf also teamed with the monitoring firm Tetra Tech. The total cost of the project was \$19,674.

Third Round of Storms in Texas – In April another round of severe storms and flooding hit Texas (FEMA-4269-DR-TX). CrowderGulf was once again activated in Montgomery and Waller Counties. CrowderGulf worked in these counties with the same tasks as with the previous storm.

Montgomery County accumulated an additional 39,079 cubic yards of debris on this round of storms that was managed by CrowderGulf. The total cost for this project was \$520,549.

Waller County accumulated an additional 1,183 cubic yards of debris on this round of storms that was managed by CrowderGulf. The total cost for this project was \$18,402.

CrowderGulf was also activated in Brazoria County, TX. To date, CrowderGulf has removed approximately 19,202 cubic yards of C&D debris. The debris is being hauled to a final disposal facility and is being monitored by Tetra Tech. The cost of the project so far is estimated at \$301,984.

Along with the other Texas Counties, the contract for debris removal services has also been activated by the Texas General Land Office for the cleanup efforts on 20 miles of Brazoria County's beaches. CrowderGulf worked closely with their monitoring firm, Tetra Tech, on this project with over 6,000 cubic yards of vegetative debris being removed and disposed. The total cost of this project was \$397,252.

In August, Louisiana experienced storms that caused severe flooding. CrowderGulf was awarded a contract for debris removal in Central, LA in East Baton Rouge Parish. Among the debris hauled were C&D and HHW. CrowderGulf worked closely with the City's debris monitor, Debris Tech who is using their ADMS system. The final project total was: \$5,486,871 and our team removed and disposed of 324,951 cubic yards.

2015 Floods & Storms

Ice Storms - Early in 2015 the City of Raleigh activated the Pre-Event Contract and called on CrowderGulf to support debris removal operations within the City. The operation consisted of debris pickup from rights-of-way. CrowderGulf removed approximately 30,000 cubic yards of debris during the week long project.

Texas Flooding - In June of 2015, CrowderGulf was activated by Blanco County for debris removal operations after severe storms came through the County. Vegetative and C&D debris was collected and hauled directly to a landfill.

South Carolina Flooding - In early October 2015, a cold front with widespread heavy rain moved southeast across the Carolinas and interacted with Hurricane Joaquin to produce record breaking rains throughout the region. Rainfall across parts of South Carolina reached 500-year event levels, with areas within Richland County, SC experiencing 1-in-1,000 year levels. The record breaking rainfall overwhelmed the Midlands causing severe flooding, power outages, dam breaches, road washouts and bridge collapses.

On October 7, 2015, the South Carolina Department of Transportation (SCDOT), activated the CrowderGulf Pre-event Contract for *Disaster Recovery Assistance following a Declared Disaster*, to remove and dispose of flood debris from State maintained roads within Richland and Lexington County, SC. Soon thereafter, both Richland and Lexington County executed Memorandums of Understanding (MOU) with the SCDOT to enable CrowderGulf to also remove and dispose of flood generated debris from County maintained roads. CrowderGulf immediately mobilized forces and began debris removal operations simultaneously in both Counties. Over the next few weeks, CrowderGulf hauled the flood related debris, inclusive of demolished house debris, damaged furniture and possessions, electronic waste, appliances, white goods (washers, dryers, refrigerators, etc.) and household hazardous waste (HHW) to the local landfills. Overall CrowderGulf removed and disposed of over 33,000 cubic yards of debris, 20,000 pounds of HHW, 300 White Goods and 400 Electronic Goods. The majority of the above operations were completed within the first 30 days of the FEMA incident period to aid the State and Counties in applying for 85% reimbursement from the Federal Emergency Management Agency (FEMA).

Texas Tornadoes - In November of 2015, the City of Friendswood, TX experienced damages from a tornado that devastated several neighborhoods. CrowderGulf responded quickly to remove and dispose of the 8,700 cubic yards of debris.

2015 Storms Projects and Tasks								
15 Total Clients	Number of Clients in 2015 Storms Utilizing Task							
Contract Amt	ROW Hauling	Debris Reduction	Debris Disposal	White Goods/ Ewaste	HHW	Wet Debris	Sand/ Beach Work	Special Projects
\$2,727,109	9	1	12	1	1	5	1	8

2014 Storms

Severe Flooding Event for the States of Alabama and Florida - Following 18-22 inches of rainfall in the States of Alabama and Florida coupled with tornadoes across the State of Alabama in April, CrowderGulf was activated by **eight** Alabama Contracts (Baldwin, Blount, DeKalb and Limestone Counties, and the Cities of Orange Beach, and Perdido Beach as well as the Alabama Department of Conservation and Natural Resources and Alabama Department of Transportation) and **two** Florida Contracts (Escambia and Walton Counties). The debris services included emergency debris removal and reduction of over **280,000** cubic yards of debris. It also involved managing citizen drop sites, removing over **600** leaning trees and hanging limbs from over **1000** trees, removing over 150 hazardous stumps, clearing storm debris from beaches, providing pumping stations for flooded areas, and removing drift debris from rivers. **The total event** utilized 10 subcontractors, 54 trucks including certified trailers (all averaging around 54 cubic yards capacity). Twelve tree crews and several more crews doing specialized tasks were used and all managed by CrowderGulf.

Ice Storms Pax and Ulysses - These February, 2014 ice storms produced primarily tree damage. CrowderGulf had **three** pre-event contracts activated as a result of these storms.

In both Berkeley County, SC, and Dorchester County, SC, CrowderGulf performed ROW debris removal, reduction, and final disposal of vegetative debris. CrowderGulf was also tasked with the removal of leaning trees and hanging limbs in both South Carolina counties. Hanging limbs were removed from over **30,000** trees from both counties and over **277,000** cubic yards of vegetative debris removed. All work in both counties was completed in a little over two months.



The third contract activated was Greensboro, NC, for debris removal. Work was completed in Greensboro in approximately **45** days and **13,510** tons of debris removed.

During these three projects, CrowderGulf managed 26 tree crews from 18 subcontractors to complete the work. Over 123 trucks were certified and hauled debris, including certified trailers (averaging approximately 67 cubic yards capacity).



2014 Storms Projects and Tasks										
13 Total Clients		Number of Clients in 2014 Storms Utilizing Task								
Contract Amt	ROW Hauling	Debris Reduction	Debris Disposal	Burn	Grind	L&H	Stump Work	Wet Debris	Sand/ Beach Work	Special Projects
\$9,866,559	9	5	10	1	3	5	3	2	1	1



G. Insurance / Financial Capability

G. Insurance / Financial Capability

Financial strength is one of the most important aspects for the City of Destin to consider when selecting a debris contractor. Following a major disaster, the City's financial burdens could be substantial. It is important to have a financially strong disaster-experienced contractor, such as CrowderGulf, that will work to get the job completed, regardless of any delays in invoice payments.

CrowderGulf's financial stability is solid and reliable and over the years we have established an excellent line of credit with our financial institution. We have always paid our subcontractors and personnel weekly and we have met all financial obligations without interruption. Over the years, CrowderGulf has paid out millions of dollars before receiving any payments. CrowderGulf's long time commitment to pay subcontractors weekly has allowed us to attract the most experienced and well-equipped subcontractors in the nation.

John Ramsay, President and Director of Operations, has had extensive experience working disasters and is personally aware that many municipalities are not financially prepared to handle the cost of a major recovery effort. He understands that it takes time to work through the bureaucracy and obtain funding. Consequently, CrowderGulf's position has always been one of patience with our clients as they endeavor to meet our invoices. Some clients have been more financially capable than others, but we have never had a situation in which we were unable to amicably resolve any payment issues.

AGGREGATE BONDING CAPACITY	\$ 500,000,000
SINGLE BONDING CAPACITY	\$ 250,000,000
OTHER AVAILABLE FUNDING	\$ 80,000,000

Bonding

Sterling Seacrest Partners
Mr. Jim Congelio
13112 Telecom Drive
Tampa, FL 33637
813-498-1183

Insurance

Point Clear (Gray Insurance)
Robby Farmer
368 Commercial Park Drive
Fairhope, AL 36532
251-990-9050

*See "Bank and Bonding Reference Letters" attached.
Audited Financial Statements can be provided upon request.*

Insurance - CrowderGulf maintains **all required insurances** such as General Liability, Personal Injury, Workers Compensation, Automobile/Equipment Liability, as well as Maritime Insurance. Gray Insurance Company of Metairie, Louisiana provides this insurance coverage. *See Insurance Certification attached.*

Equal Opportunity Employer - CrowderGulf is an **Equal Opportunity Employer**. It is our policy to provide an employment and work process free of any unlawful discrimination. We will promote the value of a diverse work force, which fosters fair treatment of all individuals based on knowledge, skill, ability and performance.

Drug Free Work Place - CrowderGulf is a participant in the **National Drug Free Work Place Program**. Our policy prohibits drug distribution, possession or use while in the employment of CrowderGulf. This policy applies to all subcontractors and/or consultants that support or assist in any work conducted. Employee training, counseling and/or employee assistance programs bolster the drug free policy.

H. Florida License & Addendum Acknowledgement

I.-O. Required Documents – Attachments 1-8



January 10, 2019

Re: Bank Reference for Crowder Gulf, LLC and Crowder Gulf Joint Venture, Inc.

Please consider this letter as verification that Crowder Gulf, LLC, and its wholly owned entity, Crowder Gulf Joint Venture, Inc., are one of Regions Bank's valued customers. Regions is privileged to have serviced the operating accounts of the companies since 1987, with all accounts handled in an exemplary manner.

The company currently maintains balances in the mid seven figures and a line of credit in the amount of \$75,000,000.00.

If you have any questions, please contact me at 251-690-1087.

Sincerely,

A handwritten signature in blue ink, appearing to read "Chris Esfeller", written over a light blue horizontal line.

Christopher Esfeller
Senior Vice President
Commercial Banking
christopher.esfeller@regions.com

11 N Water Street, Mobile, Alabama 36602



January 3, 2019

RE: CrowderGulf Joint Venture, Inc.
Status of Bondability

To Whom It May Concern:

Sterling Seacrest Partners is proud to represent CrowderGulf Joint Venture, Inc. We consider them to be a premier contractor in their field and we do not hesitate to recommend them for your project needs.

Travelers Casualty and Surety Company of America has a A.M. Best rating of "A++, XV" and provides a bonding program to CrowderGulf Joint Venture, Inc. with single bond limits up to \$250,000,000 and an aggregate program of \$500,000,000. These limits are not to be construed as maximums but are established to handle the daily needs of our client.

As always, Travelers Casualty and Surety Company of America reserves the right to perform standard underwriting at the time of any bond request. This includes, but will not be limited to the acceptability of the contract documents, bond forms and project financing. We assume no liability for any reason if we do not execute the bonds as requested. This letter is not an assumption of liability, nor should it be considered a bid, payment or performance bond. If you should have any questions, please do not hesitate to contact us.

Sincerely,

Sterling Seacrest Partners

A handwritten signature in blue ink, appearing to read "James C. Congelio", is written over the printed name.

James C. Congelio

Surety • Insurance • Risk Management • Employee Benefits

813-498-1183 • sterlingseacrest.com

ATLANTA • SAVANNAH • COLUMBUS • LITTLE ROCK • HILTON HEAD ISLAND - TAMPA

CERTIFICATE OF LIABILITY INSURANCE				DATE (MM/DD/YY) 6/26/2018		
PRODUCER Point Clear Insurance Services LLC 368 COMMERCIAL PARK DRIVE FAIRHOPE, AL 36532-1910			THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. COMPANIES AFFORDING COVERAGE COMPANY A THE GRAY INSURANCE COMPANY COMPANY B COMPANY C COMPANY D			
INSURED CrowderGulf Joint Venture, Inc. 5435 Business Parkway Theodore, AL 36582-1675						
COVERAGES 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.						
CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	GENERAL LIABILITY	XSGL-074306	9/1/2017	7/1/2020	GENERAL AGGREGATE	Unlimited
	☒ COMMERCIAL GENERAL LIABILITY				PRODUCTS – COMP/OP AGG	\$3,000,000.00
	☐ OWNER'S & CONTRACTOR'S PROT				PERSONAL & ADV INJURY	\$1,000,000.00
					EACH OCCURRENCE	\$1,000,000.00
					FIRE DAMAGE (Any one fire)	\$50,000.00
					MED EXP (Any one person)	\$5,000.00
A	AUTOMOBILE LIABILITY	XSAL-075300	9/1/2017	7/1/2020	COMBINED SINGLE LIMIT	\$1,000,000.00
	☒ ANY AUTO				BODILY INJURY (Per person)	
	☒ ALL OWNED AUTOS				BODILY INJURY (Per accident)	
	☒ SCHEDULED AUTOS				PROPERTY DAMAGE	
	☒ HIRED AUTOS					
	☒ NON-OWNED AUTOS					
	GARAGE LIABILITY				AUTO ONLY – EA ACCIDENT	
	☐ ANY AUTO				OTHER THAN AUTO ONLY	
					EACH ACCIDENT	
					AGGREGATE	
A	EXCESS LIABILITY	GXS-043383	7/1/2018	7/1/2019	EACH OCCURRENCE	\$4,000,000.00
	☐ UMBRELLA FORM				AGGREGATE	\$4,000,000.00
	☒ OTHER THAN UMBRELLA FORM					
A	WORKER'S COMPENSATION AND EMPLOYERS' LIABILITY	GWC-071021-FL2	7/1/2018	7/1/2019	☒ WC STATUTORY LIMITS	OTHER
	THE PROPRIETOR/ PARTNERS/EXECUTIVE OFFICERS ARE. ☒ INCL ☐ EXCL				EL EACH ACCIDENT	\$1,000,000.00
					EL DISEASE – POLICY LIMIT	\$1,000,000.00
					EL DISEASE – EA EMPLOYEE	\$1,000,000.00
	OTHER					
DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS The certificate holder is an additional insured on all policies except Workers' Compensation and is provided a Waiver of Subrogation, all if required by written contract. The above insurance policies shall be primary and noncontributory to any other insurance policies maintained by the certificate holder, if required by written contract.						
CERTIFICATE HOLDER 2523#14_REVISED City of Destin 4200 Indian Bayou Trail Destin, FL 32541			CANCELLATION In the event of cancellation by The Gray Insurance Company and if required by written contract, 30 days written notice will be given to the Certificate Holder. AUTHORIZED REPRESENTATIVE  THE GRAY INSURANCE COMPANY			
GCF 00 50 01 01 12						

THE GRAY INSURANCE COMPANY

The below coverages apply if the corresponding policy number is indicated on the previous page.

A. Commercial General Liability

General Liability Policy Includes:

Blanket Waiver of Subrogation when required by written contract.

Blanket Additional Insured (CGL Form# CG 20 10 11 85) when required by written contract.

Primary Insurance Wording Included when required by written contract.

Broad Form Property Damage Liability including Explosion, Collapse and Underground (XCU).

Premises/Operations

Products/Completed Operations

Contractual Liability

Sudden and Accidental Pollution Liability

Occurrence Form

Personal Injury

"In Rem" Endorsement

Cross Liability

Severability of Interests Provision

"Action Over" Claims

Independent Contractors coverage for work sublet

Vessel Liability - Watercraft exclusion has been modified by the vessels endorsement on scheduled equipment.

General Aggregate applies per project or equivalent.

B. Automobile Liability Policy Includes:

Blanket Waiver of Subrogation when required by written contract.

Blanket Additional Insured when required by written contract.

C. Workers Compensation Policy Includes:

Blanket Waiver of Subrogation when required by written contract.

U.S. Longshoremen's and Harbor Workers Compensation Act Coverage

Outer Continental Shelf Land Act

Jones Act (including Transportation, Wages, Maintenance, and Cure),

Death on the High Seas Act & General Maritime Law.

Maritime Employers Liability Limit: \$1,000,000

Voluntary Compensation Endorsement

Other States Insurance

Alternate Employer/Borrowed Servant Endorsement

"In Rem" Endorsement

Gulf of Mexico Territorial Extension

D. Excess Liability Policy Includes:

Coverage is excess of the Auto Liability, General Liability, Employers Liability, & Maritime Employers Liability policies

Blanket Waiver of Subrogation when required by written contract.

Blanket Additional Insured when required by written contract.

CrowderGulf

Disaster Recovery and Debris Management

5435 Business Parkway
Theodore, Alabama 36582

Office: (800) 992-6207
Fax: (251) 451-7433

EQUAL EMPLOYMENT OPPORTUNITY

AFFIRMATIVE ACTION PROGRAM

This company is an equal employment opportunity employer. It is the policy of this company to assure that applicants are employed, and that applicants are treated during employment, without regard to their race, religion, sex, color, national origin, age, disability, veteran status, military obligations, genetic information or any other characteristics protected by law. Such action shall include: employment, upgrading, demotion, transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job-training.

1. Publication and dissemination of this company's written policy of equal employment opportunity.
 - A. Each employee is informed that we are an equal opportunity employer and where our policy is posted.
 - B. Our policy is reviewed annually, or more frequently if required by contract, with all supervisory personnel.
2. Appointment of Equal Employment Officer charged with the responsibility of securing compliance and advising corporate Officials of progress.

Equal Employment Officer: Mary G. White
Office #: 251-478-6848
Email: hr@crowdergulf.com
3. Notification of all recruitment sources that the company, as an equal opportunity employer, solicits referral of qualified applicants without regard to race, religion, sex, color, national origin, age, disability, veteran status, military obligations, genetic information or any other characteristics protected by law.
4. The upgrading and promotion of employees shall be made based on qualifications and ability without regard to race, religion, sex, color, national origin, age, disability, veteran status, military obligations, genetic information or any other characteristics protected by law.
5. We request from all employees, especially minorities and females, that they refer any qualified friends or relatives to us for employment.
6. All company facilities and activities shall be non-segregated.
7. All Advertisements for employment shall contain the statement, "We are an Equal Opportunity Employer".
8. We continuously monitor, control, evaluate, and obtain feedback in regard to the application of our Equal Employment Opportunity policy at all levels.
9. All personnel activities shall be monitored to ensure that this Equal Employment Opportunity policy is being carried out.
10. CrowderGulf complies with all federal and state laws and regulations regarding Equal Employment Opportunity.
11. In succession to the previous EEO Officer, effective Mary G. White was appointed EEO Officer for the company effective 8/15/2011. Any person who believes he or she has been discriminated against should direct their complaint to Mary G. White.

John Ramsay
President & CEO



Employment Eligibility Verification

Welcome
Kelsey JamesUser ID
KJAM1888Last Login
12:27 PM - 11/11/2010 Log Out[Home](#)[My Cases](#)[New Case](#)[View Cases](#)[My Profile](#)[Edit Profile](#)[Change Password](#)[Change Security Questions](#)[My Company](#)[Edit Company Profile](#)[Add New User](#)[View Existing Users](#)[Close Company Account](#)[My Reports](#)[View Reports](#)[My Resources](#)[View Essential Resources](#)[Take Tutorial](#)[View User Manual](#)[Contact Us](#)

Company Information

Company Name: Crowder/Gulf Joint Venture.

[View / Edit](#)

Company ID Number: 312220

Doing Business As (DBA)
Name:

DUNS Number:

Physical Location:

Address 1: 5435 Business Parkway

Address 2:

City: Theodore

State: AL

Zip Code: 36582

County: MOBILE

Mailing Address:

Address 1:

Address 2:

City:

State:

Zip Code:

Additional Information:

Employer Identification Number: 10826019

Total Number of Employees: 20 to 99

Parent Organization:

Administrator:

Organization Designation:

Employer Category: None of these categories apply

NAICS Code: 562 - WASTE MANAGEMENT AND REMEDIATION SERVICES

[View / Edit](#)

Total Hiring Sites: 1

[View / Edit](#)

Total Points of Contact: 3

[View / Edit](#)

A vertical photograph on the left side of the page showing a bright sunset or sunrise over a body of water. The sun is low on the horizon, creating a strong reflection on the water's surface. Silhouettes of trees and branches are visible in the foreground on the left.

H.-O. Required Documents

- *License & Addendum Acknowledgement*
- *Attachment 2 – Cost of Scope of Services*
- *Attachment 3 – Hourly Rate Sheet*
- *Attachment 4 – Right-of Entry Form*
- *Attachment 5 – Stump Removal Request Form*
- *Attachment 6 – Health & Safety Hazard Form*
- *Attachment 7 – Public Entity Crimes Certification*
- *Attachment 8 – Drug Free Workplace*



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

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

(850) 487-1395



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

CGC1522633

ISSUED: 06/04/2018

GENERAL CONTRACTOR
SMALLWOOD, WESLEY BRIAN
CROWDER-GULF JOINT VENTURE, INC.

Signature

LICENSED UNDER CHAPTER 489, FLORIDA STATUTES
EXPIRATION DATE: AUGUST 31, 2020



RICK SCOTT, GOVERNOR

JONATHAN ZACHEM, SECRETARY



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

CONSTRUCTION INDUSTRY LICENSING BOARD

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

SMALLWOOD, WESLEY BRIAN

CROWDER-GULF JOINT VENTURE, INC.
5435 BUSINESS PKWY
THEODORE AL 36582

LICENSE NUMBER: CGC1522633

EXPIRATION DATE: AUGUST 31, 2020

Always verify licenses online at MyFloridaLicense.com



Do not alter this document in any form.

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

State of Florida

Department of State

I certify from the records of this office that CROWDER-GULF JOINT VENTURE, INC. is a corporation organized under the laws of the State of Florida, filed on September 3, 2002.

The document number of this corporation is P02000095020.

I further certify that said corporation has paid all fees due this office through December 31, 2019, that its most recent annual report/uniform business report was filed on February 7, 2019, and that its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

*Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this
the Seventh day of February, 2019*



Randy B.
Secretary of State

Tracking Number: 8428571045CC

To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.

<https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication>



Florida Department of Transportation

RICK SCOTT
GOVERNOR

605 Suwannee Street
Tallahassee, FL 32399-0450

MIKE DEW
SECRETARY

June 12, 2018

CROWDER-GULF JOINT VENTURE, INC.
5435 BUSINESS PARKWAY
THEODORE, ALABAMA 36582

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 6/30/2019. However, the new application is due 4/30/2019.

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

If your company's maximum capacity has been revised, you can access it by logging into the Contractor Prequalification Application System via the following link:
<HTTPS://fdotwp1.dot.state.fl.us/ContractorPreQualification/>

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

FDOT APPROVED WORK CLASSES:
DEBRIS REMOVAL (EMERGENCY)

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,

A handwritten signature in blue ink, appearing to read "Alan Autry", is written over a faint, larger blue outline of the same signature.

Alan Autry, Manager
Contracts Administration Office

AA:cj



Florida Department of Environmental Protection

Marjory Stoneman Douglas Building
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Rick Scott
Governor

Carlos Lopez-Cantera
Lt. Governor

Noah Valenstein
Secretary

August 14, 2017

Wesley Smallwood,
Crowder-Gulf Joint Venture, Inc.
5435 Business Parkway
Theodore, Alabama 36582
Email: jramsay@crowdergulf.com

RE: Pre-Qualification Package

Hello:

The pre-qualification as of August 14, 2017 for **Crowder-Gulf Joint Venture, Inc.**, is hereby acknowledged. This pre-qualification approves your firm to bid on the Florida Department of Environmental Protection's Bureau of Design and Construction projects requiring your State licenses until August 31, 2018.

Please feel free to contact me at (850) 245-2781 with any questions or concerns you may have.

Sincerely,

A handwritten signature in blue ink, appearing to read "Mae Roth".

Mae Roth, FCCM
Government Operations Consultant II
Bureau of Design and Construction
Florida Department of Environmental Protection
Phone: 850-245-2781 - Office

ADDENDUM #1

CITY OF DESTIN, FLORIDA REQUEST FOR BIDS (BID) NO. 19-04-PS DISASTER RECOVERY SERVICES MAY 14, 2019

This addendum forms a part of the Contract Documents and modifies the original Bid specifications for this project. Acknowledge receipt of this addendum shall be required in the cover letter. Failure to do so may subject the Proposer to disqualification. The following items shall become a part of the proposal for the above referenced project. Clarifications for questions below:

Addendum 1 attachment replaces, in its entirety, the previous RFB document.

Clarification:

1. Please confirm that Tipping Fees/Disposal Fees are to be excluded from our proposed rates and treated as a pass-through expense whereby the contractor pays disposal fees and invoices the City for reimbursement at direct cost with no mark-up.

Tipping fees are addressed on page 13 of Attachment 2.

2. Page 3 Section III Bid Requirements Item K states each bid shall contain an hourly rate sheet (attachment #3). Attachment #3 found on page 14 is a certification of Finding of Immediate Health of Safety Hazard. Does the City have a price sheet or is the Contractor to provide our own Pricing sheet?

Hourly Rate Sheet is in Attachment 3, page 15

3. Will the city accept unit rates for debris removal work and hourly rates for the initial Push?

Costs for Scope of Services are addressed on page 13 & 14 of Attachment 2.

Opening Date: Thursday, June 6, 2019 2:00 P.M. CT

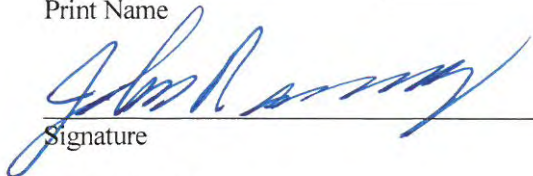
END OF ADDENDUM #1

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 Ramsay

Print Name


Signature

06/03/2019

Date

**CITY OF DESTIN, FLORIDA
REQUEST FOR BIDS (RFB) NO. 19-04-PS
DISASTER RECOVERY SERVICES
AGREEMENT FOR DISASTER RECOVERY SERVICES
ATTACHMENT 2**

The following is a listing of costs for technical services and/or tasks to be provided by CONTRACTOR to CITY upon issuance to the CONTRACTOR of a Notice to Proceed. Costs denoted by an hourly dollar amount represent an hourly rate for personnel and/or equipment services. Costs denoted by a unit price denote the cost per Cubic Yard or cost per Ton to provide the appropriate services of debris removal.

CONTRACTOR INVOICING

The CONTRACTOR may invoice the CITY-not more than once every fifteen (15) days. Fifteen (15) days after beginning work and/or providing services described in a Notice to Proceed, the CONTRACTOR shall submit the first payment request to the CITY. The payment request shall be filled out and signed by the CONTRACTOR covering the work performed during the period covered by the payment request and supported by such data as the CITY may, reasonably require. The CITY shall, within five (5) working days of receiving such payment request, finalize review of documentation and make payment to CONTRACTOR. CONTRACTOR will be subject to audit by Federal, state and local agencies pursuant to this Contract.

The invoice must contain the following items as applicable to individual task orders:

COSTS FOR SCOPE OF SERVICES PART ONE- DEBRIS REMOVAL

Measurement and Payment for Gathering, Pick-up, Hauling and Processing of Debris from Public Property

The CONTRACTOR will not be compensated for disposing of any material not defined as eligible debris. The CONTRACTOR and CITY will inspect each load to verify the contents are in accordance with the accepted definition of eligible debris. If any load is determined to contain material that does not conform to the definition of eligible debris, the load will be ordered to be deposited at another landfill or receiving facility and no payment will be allowed for that load, and the CONTRACTOR will not invoice the CITY for such loads. For each suitable load picked up, hauled, processed, a record of the cubic yards will be recorded by the CONTRACTOR and CITY on numbered tickets supplied by the CONTRACTOR. Copies of each load record will be available to the CONTRACTOR and the CITY'S designee on site. Each invoice shall contain verification of each cubic yardage load ticket and also contain a summary sheet indicating by day, the individual verified load receipt and invoice amounts. The CITY may temporarily remove any disputed amount line items in the bill from the invoice for review. Disposal tickets disputed will be returned to the CONTRACTOR within five (5) working days of invoice date, for additional clarification prior to payment of those tickets.

Note 1

The CONTRACTOR shall receive \$ 12.95 per cubic yard of material from public property that is gathered, picked up, hauled and processed by the CONTRACTOR. For each suitable load disposed of by the CONTRACTOR, the CONTRACTOR shall receive \$ 4.25 Note 2 per cubic yard for hauling to the final disposal site. Disposal costs (Tipping Fees) shall be invoiced to the CITY by the CONTRACTOR based on the Okaloosa County Landfill's actual current tipping fee, regardless of final disposal location, at the time of disposal.

This reference of cost does not preclude the CONTRACTOR from utilizing alternative disposal sites as agreed upon by both parties (See Attachment 1, page 4; Debris Disposal, of this Agreement). The CONTRACTOR at no additional charge to the CITY shall accomplish TDSRS Site Reclamation, since the cost of this service is included in the cost listed above in this paragraph.

Note 1: Based on hauling debris to DMS site and on incoming yardage.

Note 2: Based on 30 mile haul distance. For miles over 30 please add \$0.14 / Cubic Yard / Per Mile.

Disposal / Tipping Fees will be a pass through Cost to Client at no additional mark up.

Measurement and Payment for Emergency Road Clearance, Demolition, Structures and Debris Removal from Private Property

Measurement of these services utilizing other than an hourly rate is difficult at best and would potentially lend itself to unnecessary disputes. Therefore, the CITY and the CONTRACTOR agree that the CONTRACTOR shall invoice the CITY utilizing the hourly rates listed in Attachment 3 to this Agreement. A not-to-exceed amount shall be placed upon any specific work performed at an hourly rate at time of issuance of a Notice to Proceed by the CITY to the CONTRACTOR as agreed upon by both parties.

The CITY and the CONTRACTOR shall have inspectors in the field with each work crew to monitor, record, and sign time sheets for the actual times worked for each piece of equipment and crew-member present at a work site. These signed records shall be the basis for the CONTRACTOR'S invoice to the CITY.

Hazardous Stumps (Removal Back-Fill, Haul to TDSRS)

The removal and hauling of hazardous stumps is a unique process requiring specialized equipment. As such, this process requires a unique documentation and costing. Each stump will be measured by the CITY and CONTRACTOR inspector assigned, three (3) feet above normal ground level, to determine the diameter of the trunk. Once the diameter is established, the stump will be physically numbered by the best means available, photo documented by the CITY and recorded by the inspector on a specific record provided by the CONTRACTOR.

The CONTRACTOR shall invoice the CITY for hazardous stump removal and hauling to the TDSRS utilizing the following categories:

<u>Diameter</u>	<u>Price</u>
Less than 6 inches	\$ <u>60.00</u> per stump
6 to 12 inches	\$ <u>150.00</u> per stump
13 to 24 inches	\$ <u>225.00</u> per stump
25 to 48 inches	\$ <u>325.00</u> per stump
Greater than 48-inch diameter	\$ <u>400.00</u> per stump

The CONTRACTOR shall invoice the CITY \$ 18.00 per cubic yard for acquiring, hauling and placing clean back-fill material in holes left by hazardous stumps.

Sand Screening

The CONTRACTOR shall invoice the CITY \$ 13.25 per cubic yard of sand screened, to remove eligible debris deposited by an Event. This cost includes pick-up of debris laden sand, hauling to the processing screen located on the beach, processing the sand through the screen and returning clean sand to the beach as directed by the CITY. Debris removed from sand will be picked-up, hauled and processed utilizing the costs located above for Debris Removal from Public Property.

Please note that we have also provided additional pricing/rates for hazardous tree removal.

**COSTS FOR SCOPE OF SERVICES PART TWO –
TECHNICAL DISASTER RECOVERY ASSISTANCE**

ITEM I: PROGRAM MANAGEMENT ASSISTANCE

All costs associated with this service are included in the costs listed above. There will be no additional cost for this service.

Leaners and Hangers will be piled on the ROW and will be hauled under the first item in the above bid schedule:

Removal of hazardous hanging limbs > than 2 inches	\$95.00	Per Tree
Removal of hazardous standing trees 6"-12" in diameter	\$40.00	Each
Removal of hazardous standing trees 13"-24" in diameter	\$95.00	Each
Removal of hazardous standing trees 25"-36" in diameter	\$180.00	Each
Removal of hazardous standing trees 37"-48" in diameter	\$270.00	Each
Removal of hazardous standing trees > 48" in diameter	\$350.00	Each

**CITY OF DESTIN, FLORIDA
REQUEST FOR BIDS (RFB) NO. 19-04-PS
DISASTER RECOVERY SERVICES
HOURLY RATE SHEET
ATTACHMENT 3**

Hourly rates to be applied to Services as referenced in the RFB's Scope of Work

<u>General Equipment Description</u> (or equivalent)	<u>Unit</u>	<u>Unit Price</u>
Rubber Tired Excavator with debris grapple	Hour	\$ <u>190.00</u>
216 Prentiss Knuckleboom Loader	Hour	\$ <u>110.00</u>
JD 644 Wheel-Loader, or equivalent, with debris grapple	Hour	\$ <u>180.00</u>
John Deere 544, or equivalent, with debris grapple	Hour	\$ <u>170.00</u>
2-3 cu. yd. Articulated Loader with bucket	Hour	\$ <u>170.00</u>
753 Bobcat Loader with debris grapple	Hour	\$ <u>125.00</u>
John Deere 648-E Skidder	Hour	\$ <u>95.00</u>
D-6 Dozer	Hour	\$ <u>100.00</u>
Farm Tractor with box blade	Hour	\$ <u>55.00</u>
30 Ton, or larger, Crane	Hour	\$ <u>175.00</u>
Track-Hoe, John Deere 690	Hour	\$ <u>120.00</u>
Rubber Tired Backhoe, JD 310 with bucket & hoe	Hour	\$ <u>70.00</u>
50' Bucket Truck	Hour	\$ <u>110.00</u>
Trailer Dump Truck, 50-60 Cu. Yd.	Hour	\$ <u>90.00</u>
Tandem Dump Truck, 14-18 Cu Yd.	Hour	\$ <u>60.00</u>
Equipment Transports	Hour	\$ <u>135.00</u>
Supply Truck	Hour	\$ <u>50.00</u>
Service Truck	Hour	\$ <u>50.00</u>

Note: All above prices include operator. Depending on the severity of the disaster, some or all of the above equipment will be required. CONTRACTOR will ensure sufficient numbers of each type of listed equipment are available to meet the needs for a particular disaster.

<u>Personnel Description</u>	<u>Unit</u>	<u>Unit Price</u>
Climber with gear	Hour	\$ <u>125.00</u>
Superintendent with truck, phone & radio	Hour	\$ <u>55.00</u>
Foreman with truck	Hour	\$ <u>50.00</u>
Inspector with vehicle, phone & radio	Hour	\$ <u>40.00</u>
Saw Hand with chainsaw	Hour	\$ <u>38.00</u>
Survey personnel with vehicle	Hour	\$ <u>48.00</u>
Laborers & Flagmen	Hour	\$ <u>36.00</u>

<u>Materials Description</u>	<u>Unit</u>	<u>Unit Price</u>
Fill Dirt for Stump Holes - Purchased, Placed, and Shaped	Cu Yd	\$ <u>18.00</u>

**CITY OF DESTIN, FLORIDA
REQUEST FOR BIDS (RFB) NO. 19-04-PS
DISASTER RECOVERY SERVICES
RIGHT OF ENTRY AGREEMENT FORM
ATTACHMENT #4**

I/We _____, the owner(s) of the property commonly defined
as _____ and more particularly described as _____

_____ do hereby grant and give freely and without coercion, to the City of Destin of Okaloosa County, the State of Florida, and the Federal Emergency Management Agency (FEMA), its officials, employees, agents, contractors, and subcontractors the right of access to the above described property for the purpose of removing and clearing any or all tree stumps caused by FEMA, State OR City - declared disaster deemed a safety hazard or health threat by City Code Enforcement or Building Department from the above described property.

It is fully understood this permit is not an obligation to perform debris clearance. The undersigned agrees and warrants to hold harmless the City of Destin, Okaloosa County, the State of Florida and the Federal Emergency Management Agency (FEMA), its agencies, departments, officials, employees, contractors, and subcontractors for damage of any type either to the above described property or persons situated thereon and hereby release, discharge and waive any claim or action, legal or equitable, against the City of Destin of Okaloosa County, its agencies, departments, officials, employees, contractors and subcontractors which may occur from any activities on the above described property. I/We have marked storm damage utility lines located on above described property.

I/We (have _____, have not _____) (will _____, will not _____) receive compensation for debris and/or tree stump removal from any other source including SEA, ASCS, private insurance, individual family grant program or any other public assistance program for the express purpose of removing debris and/or tree stumps in the above described property. I/We will report for this property to the City of Destin of Okaloosa County any insurance settlements paid or expected to me or my family for debris and/or tree stump removal. I/We are fully aware that an individual who fraudulently or willfully misstates any fact in connection with this agreement shall be subject to the fine not to exceed \$10,000 or imprisonment not to exceed one year, or both. For the consideration and purposes set forth herein, I hereby set my hand this

_____ day of _____, 2019.

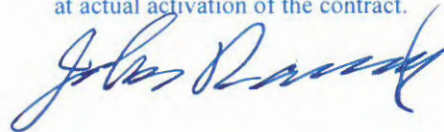
Owner

Owner

Phone

Address

CrowderGulf will complete this form as required
by the City of Destin after contract award and
at actual activation of the contract.



Sworn to and ascribed before me as witness this _____ day of _____, 20_____.

Print Name

Title

Signature

**CITY OF DESTIN, FLORIDA
REQUEST FOR BIDS (RFB) NO. 19-04-PS
DISASTER RECOVERY SERVICES
DEBRIS AND TREE STUMP REMOVAL REQUEST FORM
ATTACHMENT #5**

Phone Operator: _____ DATE: _____ TIME: _____

Caller: _____

Address: _____

Call Back Number: _____

Map/Page/Parcel Number: _____ Owner: _____

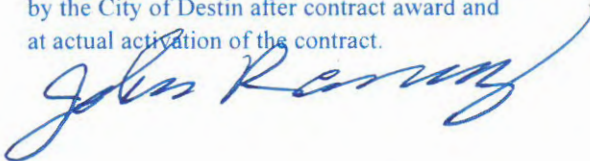
INSPECTION

Inspection Date: _____ Inspection Time: _____

Inspector's Name: _____ Total Number of Hazardous Trees: _____

Diagram: Show location of home, all trees down, trees/stumps posing a health/safety hazard, for removal.

CrowderGulf will complete this form as required
by the City of Destin after contract award and
at actual activation of the contract.



**CITY OF DESTIN, FLORIDA
REQUEST FOR BIDS (RFB) NO. 19-04-PS
DISASTER RECOVERY SERVICES
FINDING OF IMMEDIATE HEALTH OR SAFETY HAZARD
ATTACHMENT #6**

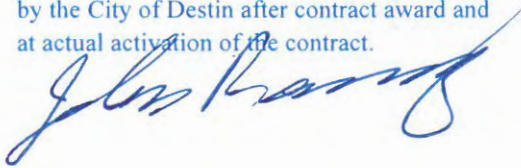
The undersigned authorized agent or employee of the City of Destin, Florida (CITY) has personally inspected the public rights of-way in the CITY and finds that the storm debris constitutes an immediate danger to the health and safety of the citizens of the CITY. This finding is based upon the following factors:

- Fire hazard
- Impediment to emergency access
- Public health hazard due to rotting debris, dead animals, or breeding of flies and mosquitoes
- Pine beetle infestation
- Other health or safety hazard

This the _____ day of _____, 20____.

Authorized Agent or Employee of the City of Destin FL

CrowderGulf will complete this form as required
by the City of Destin after contract award and
at actual activation of the contract.



**CITY OF DESTIN, FLORIDA
REQUEST FOR BIDS (RFB) NO. 19-04-PS
DISASTER RECOVERY SERVICES
PUBLIC ENTITY CRIMES CERTIFICATION
ATTACHMENT #7**

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 or Contract:
RFB 19-04-PS Disaster Recovery Services Contract

2. This sworn statement is submitted CrowderGulf Joint Venture, Inc. whose
business address is:
5435 Business Parkway Theodore, AL 36582

and (if applicable) Federal Employer Identification Number (FEIN) is 01-0626019 (If the entity
has no FEIN, include the Social Security Number of the individual signing this sworn statement:

3. My name is John Ramsay and my relationship to the entity named
above is President & CEO

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:

- a) A predecessor or successor of a person convicted of a public entity crime; or
- b) An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those

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

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

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

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

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

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

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


(Signature)

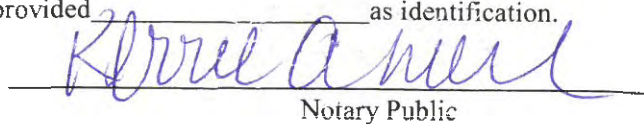
Alabama

Date: 06/03/2019

STATE OF FLORIDA
COUNTY OF Mobile

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 3rd day of June, 2019, and is personally known to me, or has provided _____ as identification.

My Commission expires: 09/14/2022


Notary Public

KERRIE A. NOLL
Notary Public, State of Alabama
Alabama State At Large
My Commission Expires
September 14, 2022

**CITY OF DESTIN, FLORIDA
REQUEST FOR BIDS (RFB) NO. 19-04-PS
DISASTER RECOVERY SERVICES
DRUG-FREE WORKPLACE CERTIFICATION
ATTACHMENT #8**

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 apropos sale 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.

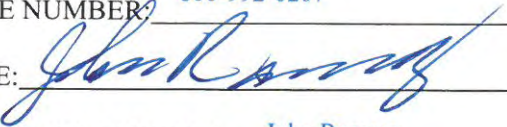
As the person authorized to sign this statement, I certify that this firm complies fully with the above drug-free workplace requirements.

COMPANY: CrowderGulf Joint Venture, Inc.

ADDRESS: 5435 Business Parkway

CITY: Theodore STATE: AL ZIP CODE: 36582

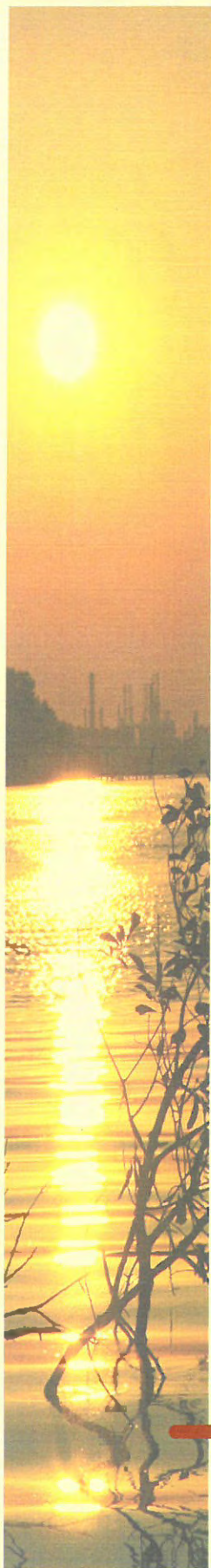
TELEPHONE NUMBER: 800-992-6207

SIGNATURE:  DATE: 06/03/2019

NAME (TYPED OR PRINTED): John Ramsay

TITLE: President & CEO

Debris Management Plan



❖ Debris Management Plan

Principles of Project Management

Standards

CrowderGulf conducts all debris operations to meet or exceed all regulations and program standards of FEMA (FEMA 325 Debris Management Guide), the Occupational Safety and Health Administration, the Environmental Protection Agency, and all other local, state and federal agencies.

Responsiveness

CrowderGulf will be in contact with the City's Debris Manager at least 72-96 hours prior to a hurricane making landfall or immediately upon the occurrence of any debris generating event within the City of Destin. Within 24 hours of receiving a NTP, CrowderGulf will have our Management team report to the City representative for operations planning and mobilization of personnel and equipment. Mobilization for PUSH operations will begin within 24-48 hours of NTP and we will be fully operational and hauling debris within 48-72 hours of initial NTP. In addition, we will have a DMS fully operational for reduction and disposal of debris within 72 hours of the NTP. CrowderGulf will maintain full debris hauling operational capacity seven days a week during daylight hours until completion of the project to the satisfaction of the City of Destin. The DMS may, if required to meet the needs of the City, operate 24 hours per day.

Reimbursement Assistance

CrowderGulf's debris management staff consists of previous FEMA Regional Directors and Deputy Directors, City and County Emergency Management Directors and emergency operations personnel with over 20± years of experience in working State and Federal Disaster Declarations. CrowderGulf is prepared to share its knowledge and experience concerning reimbursement matters with City personnel in order to obtain maximum reimbursement by utilizing accurate record keeping and exacting quality control measures. Specifically, CrowderGulf will assist with:

- Estimating debris volumes for initial damage assessment
- Developing Project Worksheets/Damage Survey Reports
- Identifying eligible and ineligible reimbursements
- Documenting every element of the recovery process and reviewing all records to assure that they meet federal and state reimbursement guidelines
- Orientating and training City of Destin personnel on requirements for quality and quantity of required documentation
- Closeout and final audit
- Hazard Mitigation Planning efforts
- FEMA Disaster Assistance policy changes

Corporate Support On-Site Operations

Daily operational decisions and daily communications with the City of Destin will be facilitated by the CrowderGulf on-site Management team. If needed, one or more field offices will be set up immediately upon NTP. Local citizens will be employed and trained to work in the field office under experienced CrowderGulf management supervision. Local employees are always an asset to the response and recovery operation. Their knowledge of the area and its people is invaluable to CrowderGulf's overall operations. The Team will be fully reinforced at all levels by logistical support, records management/storage, report development and other operations at CrowderGulf's main office in Theodore, Alabama.

On-Site Project Management

CrowderGulf employs National Incident Management Systems (NIMS) principles in our command structure, planning, operations, logistics and administration. This will not only facilitate an easy interface with the City's Emergency Operations Center, but also ensures maximum quality control by limiting the span of supervision for individual field managers. Each of these key roles identified below is critical to an effective CrowderGulf emergency debris response and must possess a high degree of professional experience, skill, and leadership ability.

Pre-Planning - Readiness Planning and Training

On at least an annual basis, CrowderGulf specialists will provide training and pre-planning sessions. In addition, our Debris Reduction specialists will be available to review and advise on potential Debris Management Sites. Preparedness training will be tailored to the City of Destin needs and requests.

Audio/Visual Presentations

CrowderGulf has the capability to generate audio and video presentations to help the City communicate necessary information to the public or to document the overall operation as a whole. One of our first tasks is to video all of the existing conditions. This is typically done during the initial damage assessment. Please visit our website to see some of our previous video documents.

Please view our Website @ www.crowdergulf.com for more information and watch our Videos Online.



Debris Operations Plan

The CrowderGulf **Debris Operations Plan** establishes an early appraisal of disaster damage, moves trained and well-equipped crews into affected areas in the shortest time possible and follows a disaster-specific work plan. This ensures that our personnel and equipment will be mobilized and in place to remove and reduce debris in the most efficient and effective manner and with the least possible impact to citizens.

The amount of damage that occurs during a natural disaster and the effort required to restore the affected areas varies with each situation. CrowderGulf's comprehensive **Debris Operations Plan** is a **flexible strategy that integrates Critical Operations and Essential Support Functions** to insure the most efficient and cost effective debris management for the City of Destin. These Operations and Functions are identified below and fully defined in the following sections. Each is integral to a comprehensive debris management effort.

Critical Operations *(action items that are set in motion by an event)*

- Mobilization
- Debris Emergency Response
- Debris Recovery Operations
- Documentation and Reimbursement

Essential Support Functions

(support functions for Critical Operations)

- Readiness Support and Training
- Subcontracting
- Quality Control
- Health and Safety
- Environmental Sensitivity
- Public Relations



The **Debris Operations Plan** was developed with only one objective – **to assist Clients that have suffered the effects of a disaster return to normal as quickly, as efficiently and as inexpensively as possible.** The Plan's components have been the cornerstone of all of CrowderGulf's disaster relief efforts for the past 50 years. When an event is likely to occur, all stakeholders are put on alert and resources are marshaled. Immediately after the event occurs, Mobilization of personnel and equipment resources begins in anticipation of the initial Debris Emergency Response or "PUSH" period. As additional resources flow to the impacted areas, Debris Recovery Operations – the most demanding phase - is initiated. This is the phase in which CrowderGulf delivers what it has promised and makes certain that debris is removed and reduced as quickly and as efficiently as possible. Throughout the operation, the Documentation of all work must be completely and accurately documented in order for Reimbursement to occur.

The four Critical Operations described here - **Mobilization, Debris Emergency Response, Debris Recovery Operations and Documentation and Reimbursement** - form the central core of the CrowderGulf Debris Operations plan. These elements are supported and enabled by six Essential Support Functions. Although not as visible during the debris management process, each support function - **Readiness Support and Training, Subcontracting, Quality Control, Health and Safety, Environmental Sensitivity, and Public Relations**, - is fundamentally important to CrowderGulf being able to provide a successful debris management effort. All of these elements are discussed briefly in the following sections.

CRITICAL OPERATIONS

➤ Mobilization

Alert and Team Notifications

If there is advanced notice (i.e., a hurricane), this phase will commence as soon as a disaster appears to be a credible threat to the City of Destin. The CrowderGulf call-down list will be checked to verify accuracy. Field Project Managers and Field Supervisors will be advised to check e-mail and voice mail at least twice a day, and additional communication devices and cell phones may be distributed to key personnel.



The CrowderGulf Director of Operations will assess the information received from the National Weather Service and in consultation with the City of Destin's Debris Manager will determine the necessity for a full notification action. If it is determined that notification is needed, he will direct activation of the CrowderGulf Calling Plan with stand-by instructions for individual contractors/subcontractors to be notified. Specific individuals will be called and, in turn, they will call additional CrowderGulf employees in a rapid cascading manner. This list of calling assignments is kept current with no less than two exercises per year if not exercised for a legitimate activation preparation.

Preparation

Based on the high probability of a known event, the Director of Operations (DO) will direct initial preparation of manpower and equipment. He will inform all responding personnel as to situation status, departure, tasking and assets to mobilize. The Director of Operations will manage the commencement of mobilization, the tasking of the support units, and the dispatch of managers, crews and equipment.



Mobilization of Resources

CrowderGulf shall contact the City's Debris Manager a minimum of 72-96 hours prior to a hurricane event or immediately upon the occurrence of a major disaster or debris generating event in which there is no advance warning. Mobilization will take place immediately upon receipt of a NTP and in accordance with requirements as defined by the City's Debris Manager. Within eight hours of receiving the NTP, CrowderGulf management team will be working on site with the City and its Debris Manager to begin planning the required mobilization and operations for debris removal. Debris removal from streets and roads ("PUSH") shall begin within 24-48 hours of receipt of the NTP and reduction and disposal operations shall be in full operation within 48-72 hours.

The severity of the disaster will determine how many employees and/or subcontractors will be assigned to a specific disaster event. Depending on the scope of the disaster, CrowderGulf will use a combination of company crews and subcontractors to perform work. We will begin with CrowderGulf personnel and proceed to add additional manpower and subcontractors until we have a sufficient workforce in place to effectively manage and handle the disaster recovery effort. Specific management personnel that will be assigned to this contract are provided in later sections of this proposal.



Staffing the Emergency Operations Center

CrowderGulf will commit a senior employee to be stationed in the City's Emergency Operations Center to coordinate plans for debris operations, communications and scheduling with the City's Emergency Management personnel. If requested by the City, this senior management representative will be on site in the Emergency Operations Center prior to storm landfall.

Staging of Resources

When a disaster is imminent, we will review the need for staging equipment within 100-150 miles from the potential area of impact. Local equipment and resources will be secured in safe locations and readied for mobilization. As soon as the storm passes the area and a Task Order (TO) issued, equipment and manpower will be staged at a convenient location near the truck certification area for the City.

Very early in the mobilization process, CrowderGulf will obtain a large hard surfaced parking area which will be used as a staging area to begin truck and equipment certification and safety inspections. These important steps must take place in advance of moving debris on a unit price payment basis.

The staging area becomes the initial reporting location for all subcontractors. Subcontractors employed under pre-event subcontracts, subcontractors and individuals seeking work, and potential suppliers and vendors, will be directed to this central point. If necessary, we will position a Mobile Emergency Response Command Center Unit at this location to facilitate operations. Additionally, if temporary fueling and shelter facilities are required, they will be positioned at this location, if possible.

Communications/Mobile Command Center

Should disaster conditions warrant the need, CrowderGulf may establish a self-sufficient Mobile Command Center, with full **communications capability**, in the disaster area and dedicate it solely to the recovery effort. If needed or requested, our Command Center will be provided to the City to serve in the field as its command unit.

The Command Center, or field office/s, will be set up within 24-48 hours after activation. Local citizens will be employed and trained to work in the field office under experienced CrowderGulf management supervision. Local employees are always an asset to the response and recovery operation. Their knowledge of the area and its people is invaluable to CrowderGulf's overall operations.

Each Command Center has two gas powered generators that supply power for the following:

- Multiple work stations with LCD computer/TV monitors, with copier/fax/scanner capability
- A conference room with a large table and a 42" plasma monitor/TV
- Two satellite TV receivers
- VSAT for broadband internet and VoIP lines



CrowderGulf's management team, all supervisory personnel, and crew foremen will use company radios, digital radio/telephones, and/or cellular phones. All drivers and subcontractor supervisory personnel will be required to have radios and/or telephones in their vehicles. **Upon request, we will furnish key City personnel with our system radios.**

Operational Support

CrowderGulf's main office will serve as headquarters for "back-office" operational support and documentation center. Throughout the project, this office will support field operations on all levels and maintain backup files and records for reimbursement.

Sample Mobilization Parameters

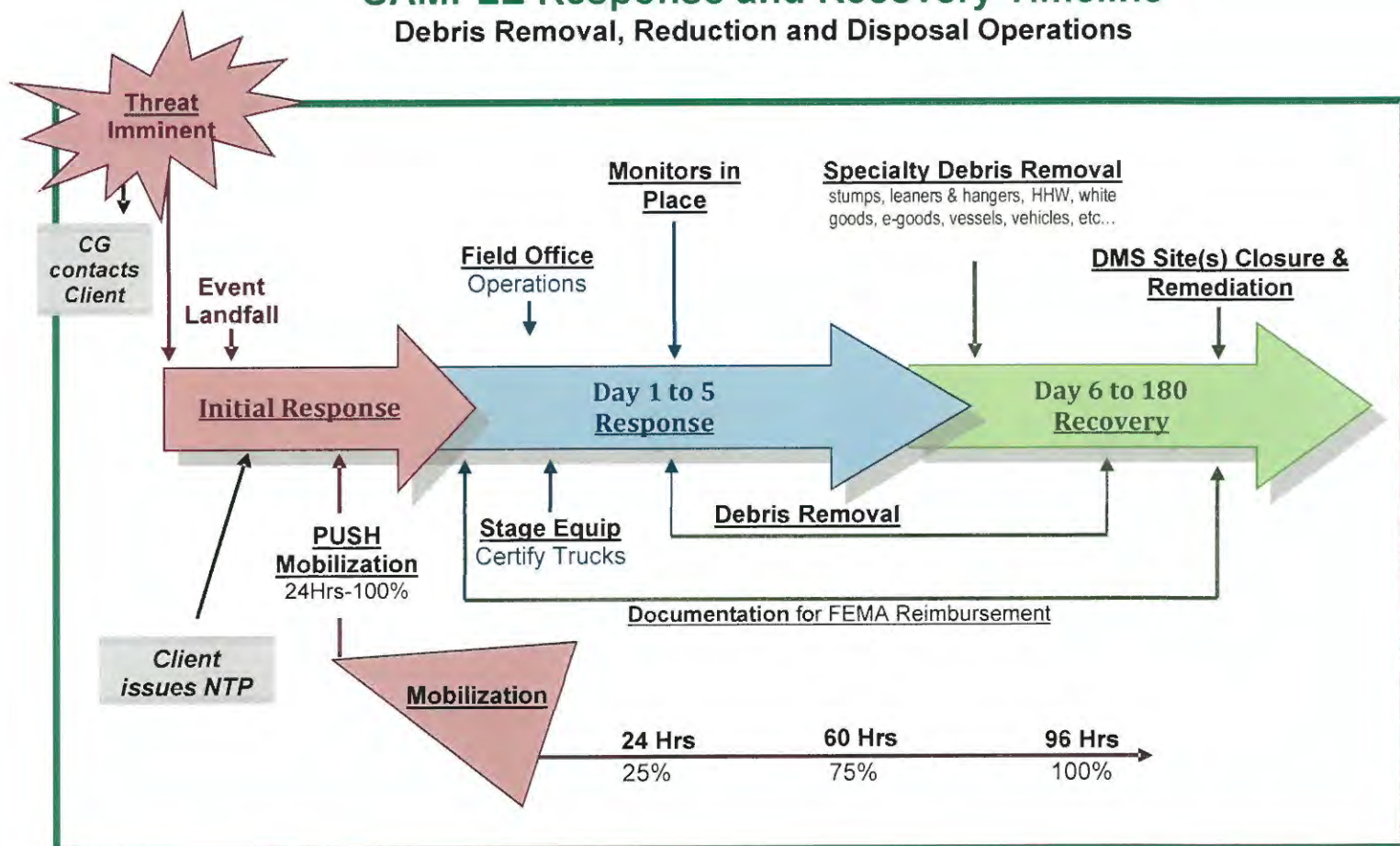
Below are CrowderGulf's anticipated mobilization timelines for debris removal work. In most post-disaster situations, CrowderGulf has been able to meet these obligations. CrowderGulf has **never failed** to meet the end timelines for completing all projects and remains committed to **meeting all timelines**.

- Contacting the City's Emergency Operations Manager 72-96 hours prior to a predicted disaster event.

- Providing an advance CrowderGulf representative to the City's Emergency Operations Center 24-48 hours prior to a predicted disaster event or upon receiving notification of pending activation, **if requested**.
- Staging personnel and equipment in close proximity to the City to provide rapid deployment after the storm, while protecting those assets from damage/destruction by the event.
- Mobilizing resources and being operational for clearing debris and opening critical routes ("PUSH") within 24-48 hours of NTP if requested by the City.
- Being fully operational for hauling, sorting, and storing of debris within 48 hours of initial NTP.
- Being fully operational for reduction and disposal of debris within 72 hours of initial NTP.
- Maintaining full operational capability, 24 hours per day, 7 days per week for an extended period of time.
- Being able to clear all debris from all City maintained streets, roads and highway rights-of-way within 90 days from initial NTP.
- Rapidly adjusting the flow of resources based on the extent and magnitude of damage/debris.
- Providing Rapid Response Crews (RRC) as may be required.
- Being able to complete the entire debris management process from initial clearance through final disposal within 180 days from initial NTP

SAMPLE Response and Recovery Timeline

Debris Removal, Reduction and Disposal Operations



Because each activation / storm presents separate challenges and situations, the above information has been provided as a sample. During our pre-event training sessions with the City, we will work to frame out possible timelines for minor and major activations.

➤ Debris Emergency Response

Debris Response activities occur immediately after an event in order to clear emergency access routes. This initial phase of operations normally consists of clearing debris that may hinder immediate life saving actions within the disaster area and/or pose an immediate threat to public health and safety.

The Debris Response phase includes immediate actions for the removal of debris in order to facilitate search and rescue efforts, allow access to critical facilities, and prevent flooding. Actions required during the response phase are usually completed within a matter of days following a disaster event.

During Debris Response, CrowderGulf will conduct an emergency "PUSH" of critical streets and roads sufficient to allow for the movement of emergency vehicles. "PUSH" crews can be on-site and working within hours of an event. City staff shall determine priorities for "PUSH" activities with primary emphasis on major thoroughfares. Multiple crews will be conducting emergency "PUSH" activities within 12 hours of receipt of a NTP.

Requirements for government services increase dramatically following a major disaster. After emergency access has been provided to hospitals, police and fire stations, the next priority normally is to open access to other critical community facilities, such as schools, municipal buildings, water treatment plants, wastewater treatment plants, power generation units, airports and seaports.

As soon as critical facility locations are identified, CrowderGulf will dispatch "clearing crews". Depending on the damage, multiple crews will be deployed within 24 hours of receiving a NTP. The "clearing crews" will use all available resources with focus on local personnel and firms. These "clearing crews" at a minimum will consist of:

- Two pieces of rubber-tired pushing / loading equipment such as backhoe loaders, rubber tired front-end loaders, and skid steer loaders with operators
- Two - three chain saw operators, laborers, flaggers with transport vehicles
- Five 16 to 20 cubic yard capacity dump trucks with drivers
- One Quality Control/Foreman with communications capability and pickup truck
- Equipment and resources needed to transport crew from one site to another

"Perhaps most noteworthy of the CrowderGulf team was the selfless partnership they exhibited. While it was anticipated that a contractor would seek to profit from work opportunities, there were multiple occasions when the CrowderGulf team chose not to take advantage of the City and instead openly expressed that it would not be in the City's financial best interest to take certain measures that would have actually benefited CrowderGulf. It was this cooperative attitude that convinced us that the City of Newport News had made the right decision to make CrowderGulf our debris recovery management company of choice."

*Ralph Caldwell, Public Works
Assistant Director
Newport News, VA*

To maximize efficiency, the clearing crew may, depending on the size of the roadway and severity of damage, split into two work teams clearing at different locations on the same street or road. If a crew divides into two work teams, visual contact and effective radio or cellular communication will be maintained between the teams.

When needed, Search and Rescue Support Crews will be provided. At a minimum, each crew will consist of the following:

- One trackhoe excavator, minimum 150hp with operator,
- Three laborers/riggers
- One crew foreman
- Slings, riggings, implements
- Transport equipment

Safety of the clearing crews in this early stage of work will be a paramount concern. Downed power lines, falling trees, equipment and chain saw injuries, worker fatigue, and a host of unanticipated hazards demand constant attention by all team members. Therefore, **toolbox safety discussions** will be a **daily requirement** for the team. Work areas will be surveyed for hazards before work begins and throughout the clearing operation. Special hazard observation responsibility will be assigned to the Quality Control Manager.

The following is an example a Debris Response priority list:

- Fire, police, and ambulance service routes
- Access routes to trauma centers, hospitals, critical care units and jails
- Major arterial routes
- Roads and streets to the emergency operations center
- Supply routes to emergency supply distribution centers
- Roads and streets to government facilities
- Communication towers and systems access
- Utility access routes
- Routes to shelters
- Routes to the debris management centers

All other roads and streets are normally cleared as soon as the emergency and major access routes are opened and the City transitions to the recovery operations.



➤ Debris Recovery Operations

Debris Recovery consists of the removal and disposal of FEMA eligible storm-related debris in order to ensure the orderly recovery of the community, and eliminate less immediate threats to public health and safety. The debris removal, reduction and disposal procedures are addressed in specific detail in the following paragraphs.

Important Operational Considerations: At this point in the operation, decisions regarding the movement, storage, reduction and disposal of the debris will have a huge impact on the efficiency and effectiveness of the overall project. As in all CrowderGulf debris operations, we apply a set of standard principles to managing debris operations which include but are not limited to the following:

- Never load debris on a truck before the dump site has been identified.
- Handle only debris that meets FEMA's eligibility criteria.
- Sort debris before initial loading, whenever possible, to increase efficiency.
- Clean streets/roads thoroughly at each pass, i.e., "Clean As You Go" policy.
- If at all possible, load debris only once and deliver directly to the final disposal site.
- Use temporary debris management sites (TDMS) only when they increase operational efficiency.
- Use the most efficient reduction method approved by the client.
- Recycle if costs to benefits are favorable.
- Use privately-owned or if available, publicly-owned landfills for final disposal.

Collection Methods

The fundamental component of a debris management strategy is the collection of debris. Implementation of debris collection immediately after a disaster event will assure the public that recovery efforts are in progress and that the community will return to normal quickly. The debris type, amount, and urgency determines which collection method is used. The two main methods of debris collection are curbside collection and collection centers. Both types of collection methods may be used and will be determined by the City of Destin.

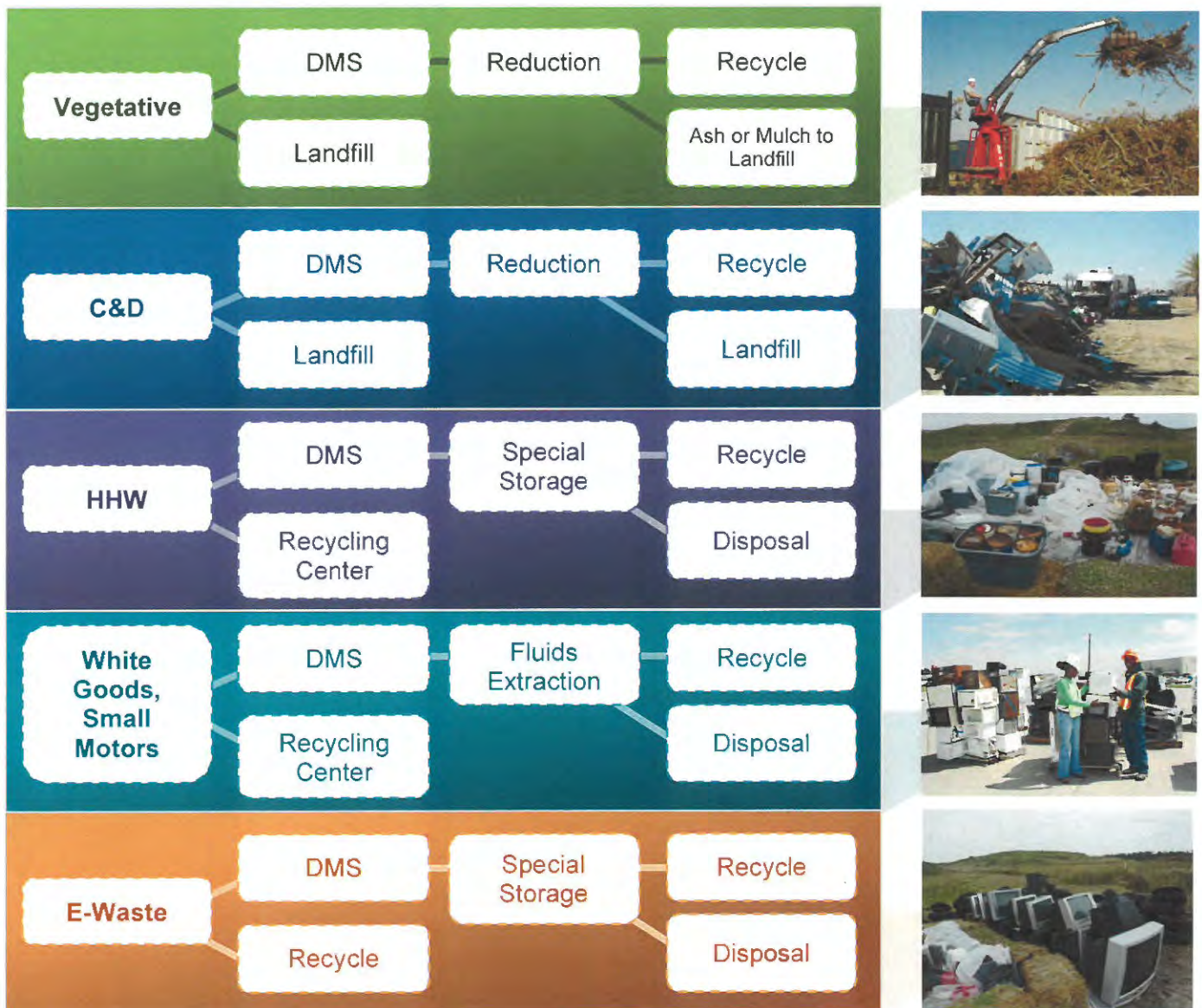
Curbside collection requires that only storm related debris be placed at the curb or public rights-of-way. *Source-segregated debris collection* offers the potential of high salvage value and efficient recycling/reduction processing. This method is important when collecting hazardous and environmentally sensitive debris, such as household hazardous waste and white goods. *Collecting mixed debris* allows for residents to place all debris types in one specified area, usually along the public rights-of-way in front of their residence. While this is the most convenient for the public, it does not facilitate effective recycling and reduction efforts, as the debris will need to be handled multiple times. This method prolongs recycling and reduction efforts and increases operational costs.

Collection Centers, the second type of collection method, relies on having residents transport their debris to a common location. Large roll-off bins may be placed on public rights-of-way or public property for the residents to bring their debris for collection. Separate bins can be designated for particular types of debris. If Collection Centers are used, they must be monitored to ensure only of the citizens use the Center and all debris is storm-related eligible debris.

Regardless of the collection methods used, educating the residents before a disaster occurs and keeping them informed after a disaster about the how, when and where of the debris removal operations, will alleviate a lot of stress for everyone. CrowderGulf can assist with keeping the public informed with the information needed to get their debris removed safely and in a timely manner.

Debris Types

The City of Destin will determine the scope of the debris to be managed under this contract. However, CrowderGulf is prepared to assist the City in hauling, reducing and disposing of all eligible debris types in accordance with FEMA 325 guidelines. These include: vegetative debris, construction & demolition (C&D) debris, hazardous wastes, white goods, household hazardous waste (HHW), electronic waste (e-goods), abandoned vehicles and vessels, putrescent debris, infectious waste, chemical, biological, radiological, and nuclear-contaminated debris. The following diagram is a breakdown of the general **debris stream**:



Truck Certification

All debris hauling trucks will be certified by the City or a City representative before any hauling begins. The inside bed dimensions of all trucks will be accurately measured and all safety requirements will be checked and approved. This information along with the description and a picture of the truck, driver's name, license and tag number will be recorded on the FEMA compliant certification forms provided by CrowderGulf. The City will retain the original copy of the form and provide CrowderGulf and the driver with copies. The driver's copy must remain in the truck at all times. A placard displaying the trucks identification and measurement information will be displayed on both sides of the vehicle at all times. Specific truck documentation requirements are discussed in the [Documentation and Reimbursement Section of this proposal](#).

Sectioning and Crew Assignments

Upon NTP, CrowderGulf will assist the City of Destin in assessing damage and developing a specific plan of action. The affected areas will be divided into sections and then crews, subcontractors, and equipment will be assigned. All areas will be served simultaneously.

Loading Debris

Prerequisites for Loading Debris:

- Truck certification and safety inspections completed on all trucks hauling debris
- Identification of disposal site
- If needed for efficiency, identification and preparation of debris management sites
- Sectioning of City with subcontractor assignments
- Quality Control organization operational
- Load ticketing and data management process operational
- Accident Prevention Plan (APP), Site Safety and Health Plans (SSHP), Activity Hazard Analyses (AHAs)
- Initial safety and health briefing for all personnel complete
- Specific training on traffic control complete for all debris crews
- Preparatory inspections of each worksite by Quality Control staff and debris crew foreman
- Work area cleared of safety and health hazards such as downed power lines and hazardous materials
- Inspection of work area for water meters, fire hydrants, utility pedestals and other infrastructure components that could be damaged by equipment
- FEMA debris eligibility criteria communicated to all Crew Foremen, Superintendents, Quality Control staff, Project Managers, and Equipment Operators
- Overhead power lines and other utility lines identified for safe clearance of loading equipment

Crew Composition

CrowderGulf matches equipment to the requirements of the task. Crew composition varies depending on the type of equipment used in performing the loading operation. For example, crews with self-loading trucks do not need separate loading equipment that is required to support a crew consisting of dump trucks or trailers. However, every crew requires traffic control personnel, a foreman and a designated quality control person. Also, each crew requires a chain saw operator and laborer(s) to assist in the ground support work. Usually each piece of loading equipment (self-loading truck or separate loader) is supported by one saw operator, two laborers and two flaggers.

At a minimum, debris separation crews will consist of two laborers, one chain saw operator with saw, one skid steer loader with operator and implements, all equipment necessary to transport personnel and equipment from one work site to another. When necessary, ground crews will separate and sort the debris by type, saw fallen trees and vegetative debris at the public rights-of-way, and be constantly alert for water meters, fire hydrants, utility pedestals and other infrastructure components that could be damaged by equipment.

Crew Sizes

The size of debris loading crews will be dictated by the severity and localization of damage. Each crew foreman will be experienced in organizing and directing debris crews and will be provided with sufficient chain saw operators, flagmen, laborers and knuckle boom operators to assure rapid and efficient debris removal.

An example of a Crew is demonstrated in the chart below:

Manpower/Equipment Required	Task Responsibility	No. per Crew
Crew Foreman with experience in organizing & running crews with previous work in disaster related jobs	Provide on-site management of crew to ensure quality performance, safety & maximum productivity	1
20 – 60 CY dump trucks with skilled operators &/or 80 - 140 CY self-loader trucks	Pick up debris from curbside & haul to DMS or final disposal	4-6 (or as area dictates)
Chain Saws & Experienced Operators (as needed)	Reduce large trees & limbs to manageable size & trim debris hanging from loaded trucks	1-2
Flagmen	Direct traffic flow & truck movement	3-6
Laborers	Gather small debris that loaders are unable to grasp	2

Truck and Equipment Considerations

The number of debris hauling trucks assigned to each crew will be determined by the time required to transport a load of debris to the disposal site, dump the load and return to the loading site. Sufficient trucks or trailer hauling equipment will be assigned to each crew to preclude having idle loading equipment. If hauling equipment is found idle and frequently waiting to be loaded, some of the hauling equipment will be reassigned to other crews. Crews will be adjusted as needed to maximize the use of all trucks and equipment.

Often on the first pass of debris removal work, large stumps, tree trunks and other heavy debris must be left for loading by larger more specialized equipment. CrowderGulf will make every attempt to “Clean As You Go”. However, there are situations when the need for expedient debris removal precludes achieving this standard completely. As required and directed, specialized equipment will be mobilized on subsequent passes to handle the removal of stumps, other large debris and backfill of stump holes.

Truck Drivers will not be issued a load ticket until:

- The tailgate is secured to prevent debris from falling out of the truck while in route to disposal site
- Trimming of overhanging limbs and debris from around the truck or trailer is complete. This includes debris protruding from the truck bed that may pose a risk of utility line damage. (Actual height depends on local line installation height)
- The debris hauling container is loaded as completely (fully) as safely possible

Once the load ticket is issued, the truck driver will safely move the vehicle out of the loading zone and into normal traffic flow in route to the disposal site or to a Temporary Debris Management Site (TDMS).

Repair and Maintenance Equipment

CrowderGulf has the ability to perform maintenance and repair in the field, where the work is happening. Local resources may have experienced damages or have other responsibilities that take priority over their business such as family matters. To insure we have safe functioning equipment, over the years CrowderGulf has built a large support system for our company owned equipment and subcontractor equipment should they need assistance.



Service Trucks - CrowderGulf often utilizes our fleet of smaller service vehicles. These are typically one plus ton trucks outfitted with specialized equipment to make field services easier to complete. Features of these trucks include the following:

- Air compressors
- Welding equipment
- Boom cranes
- Tommy-gates
- Lubricant
- Exhaust and other fluids
- Small tools
- Misc. small parts



Box Service Trucks - When a repair or service requires heavier equipment and additional support, CrowderGulf provides our “box trucks” which have several different types of equipment to allow the CrowderGulf employed full-time mechanic more options when conducting repairs. These units typically keep on hand the following supplies:

- Several sets of various size tires
- Large air compressors
- Welders
- Lift gates
- Hoses
- Fittings
- Hydraulic lines
- Hydraulic hose crimping machines
- Lubricant
- Exhaust and other fluids
- Small tools
- Misc. small parts



Mobile Repair Shop

CrowderGulf also owns a state of the art mobile repair shop. This is a larger unit, towed by a semi-truck. Once set up in an area, this unit performs the same as a shop. Features of this unit are self-contained, diesel powered electrical system, full hydraulic hose manufacturing ability, tool room, tire racks, outside flood lighting, and many other features that allows this unit to function like a full featured automotive repair shop. No matter what the situation is, CrowderGulf, utilizing our in-house assets, can maintain our fleet during any size activation.



Hauling Debris

The hauling or transport process begins at the time the truck or trailer leaves the “loading zone”. Safe transport of the debris material to the disposal site becomes the drivers’ primary concern. Drivers remain responsible for their loads until safely dumped at the disposal site.

All drivers will follow the most direct and safe pre-planned route to the nearest disposal site. Particular attention to safety is required in the areas near school buses, school zones and other areas of pedestrian foot traffic. Tarps or load covers are applied as required by local or state regulations.

On arriving at the disposal site, the driver will maneuver the hauling container for inspection by a City representative in the inspection tower. The load will be "called" by the City representative estimating the percent of the full volume or by estimating the number of cubic yards short of full volume. Drivers working for CrowderGulf are instructed never to disagree or complain about the load "call". Any concerns the driver has are to be directed to his or her crew foreman or supervisor for resolution.

When the debris is safely delivered to the disposal site, it will be mandatory to dump the load only when the truck and trailer are level. This prevents the dangerous hazard of trucks and trailers tipping over. CrowderGulf will employ spotters at the dumpsite to assist drivers in dumping safely.

When the dumping process is complete, the driver will maneuver the hauling container back to the inspection tower for a quick check to make sure all debris has been removed during the dumping process. Any debris hung in the truck or trailer bed must be removed before the truck or trailer leaves the disposal site.

All dumpsites will have a dumpsite manager to supervise and oversee the day to day operations. A safety officer will also be onsite to ensure all safety measures are being executed. Flaggers will be strategically placed at the site to direct traffic flow into and out of the disposal site.

Debris Hauling Prerequisites:

- Debris will only be transported in trucks or trailers capable of rapidly and mechanically unloading.
- No self-load trailers will be used. Exceptions to this standard may be necessary to efficiently and safely transport HHW, E-Waste, ACM or white goods.
- All trucks and trailers hauling debris must have completed the truck certification process establishing approved volume for the debris-hauling container.
- All trucks and trailers must have successfully completed the prescribed Safety Inspection.
- Drivers will be instructed to use the most direct and safe route to the nearest disposal site.
- Drivers will be required to wear safety vests and steel-toed shoes when working.
- If loads are required to be covered during transport, the hauling container must be equipped with a functional cover or "tarp" to prevent flying debris during transport.

Note: Proper trimming of loads at the loading site is the best prevention for debris falling out during transport.

Safety Measures

The Safety Manager and Safety Officers will monitor all safety procedures and daily reports of accidents and/or property damage. The Safety Manager or designee will also be responsible for coordinating and conducting safety meetings with crewmembers and subcontractor personnel. *Safety is critical throughout all operations and is discussed later within this Debris Operations Plan.*

Truck and Equipment Maintenance

Well maintained trucks and equipment are essential for efficient operations. CrowderGulf's crew foremen, subcontractor foremen, and the Field Project Manager will be responsible for keeping all trucks and equipment in good working condition and prepared for each workday. A CrowderGulf mechanic will be on the job for troubleshooting and maintenance of equipment. Local mechanic shops will also be utilized.

Traffic Control

CrowderGulf will use its best efforts to mitigate the impact of debris removal operations on local traffic. Sufficient signing, flagging, barricading, safety equipment and communications devices will be used to ensure the safety of vehicular and pedestrian traffic in all work areas. All work shall be done in conformity with applicable federal, state, local laws, regulations and ordinances.

Hours of Operation

Debris will be collected and loaded during visible daylight hours (dawn to dusk) seven days per week. Debris reduction at the DMS may take place 24 hours per day, seven days per week if required by demand and approved by the City.

Number of Passes

CrowderGulf will make as many passes as the City may direct in order to successfully complete the debris removal process. Normally, a few days may need to elapse between each pass so that the citizens have time to get their debris to the ROW.

Daily Coordinated Issue Management Meetings

Daily meetings will be held between the Field Project Manager, Field Supervisors, the Subcontractor Crew Foremen and representatives of the City of Destin to discuss progress, needed adjustments and other issues. Decisions to increase/decrease manpower and/or equipment or change work areas will be made with approval of the City.

Accurate Record Keeping

CrowderGulf utilizes a number of systems to assure accurate truck certification and debris hauling information. Production reports, shift inspection checklists, safety meeting reports, quality controls, daily crew and equipment usage reports are some of the Quality Control measures used to provide accuracy in the documentation process.

Using the most appropriate technology provides the necessary information to make decisions during the recovery operation. It also improves our ability to provide all documentation needed for maximum reimbursement from FEMA and other agencies. Details of our documentation procedures are fully described in the [*Documentation and Reimbursement section of this proposal*](#).

Documenting and Resolving Damages

During the debris removal process there will always be some minor damage situations that occur regardless of the care taken during the work. CrowderGulf will respond quickly to all damage claims by the City or its citizens and will work diligently to resolve such claims to the satisfaction of all involved. We are well aware of the trauma and disruption to normal lifestyles that result from a natural disaster. Our personnel are thoroughly indoctrinated regarding our policy to always be caring, courteous, polite, and responsive to the needs of the citizens of the community. Citizens will be provided an avenue to report damages. One option will be a citizens' hot line. The City, the monitoring company or CrowderGulf may provide the hot line.

Regardless of the method chosen to provide the information, CrowderGulf is committed to resolving the damage complaint as quickly as possible to the satisfaction of the City and its citizens. We will employ a Claims Resolution Person (CRP) to handle all property damages that may occur during the recovery process. If possible, a local resident with excellent communication and negotiating skills will be employed to fill this position. This person will be tasked with responding to and amicably resolving all incidents that may occur.

"From this resident, we thank you and all of your crews for keeping the recovery from being another disaster, as often happens. It has been a pleasure having your team in our backyards."

Citizen, High Island, TX

Debris Management Site Development

CrowderGulf has vast experience with selecting, developing, managing and operating Temporary Debris Management Sites. We are committed to efficient and safe DMS operations and require all personnel to be vigilant in using safe practices at all times. In the context of this proposal, the terms **"Temporary Debris Separation and Reduction Site"** and the term **"Debris Management Site" (DMS)** are used interchangeably. DMS are established when debris cannot be taken directly from the collection point to the final disposition location. A DMS is a location to temporarily store, reduce, segregate, and/or process debris before it is hauled to its final disposition.

DMS Site Selection

Site selection is probably the most important decision effecting DMS operations. CrowderGulf will work closely with the City of Destin to identify and secure suitable locations. Specific Site Plans will be developed for each DMS either upon activation or upon request by the City, and will be in compliance with FEMA 325 regulations for site plan development. Once site selection is approved by the appropriate Debris Managers, CrowderGulf will perform baseline environmental testing protocols as required and will obtain any required special permits and environmental permissions. All costs associated with the preparation, operation, and restoration of DMSs is included in CrowderGulf's pricing structure for the contract.

Site selection should be based on the following criteria:

- Ownership
- Potential for Land Lease Agreements
- Size
- Location
- Environmental and historic concerns (baseline study findings)
- Required Permits

DMS Design and Operational Features

The information gathered during the baseline data collection becomes important to the design of the site. The efficiency and the overall success of the DMS operations are determined by how the site is designed.

A minimum of the following features will be designed into the DMS plan.

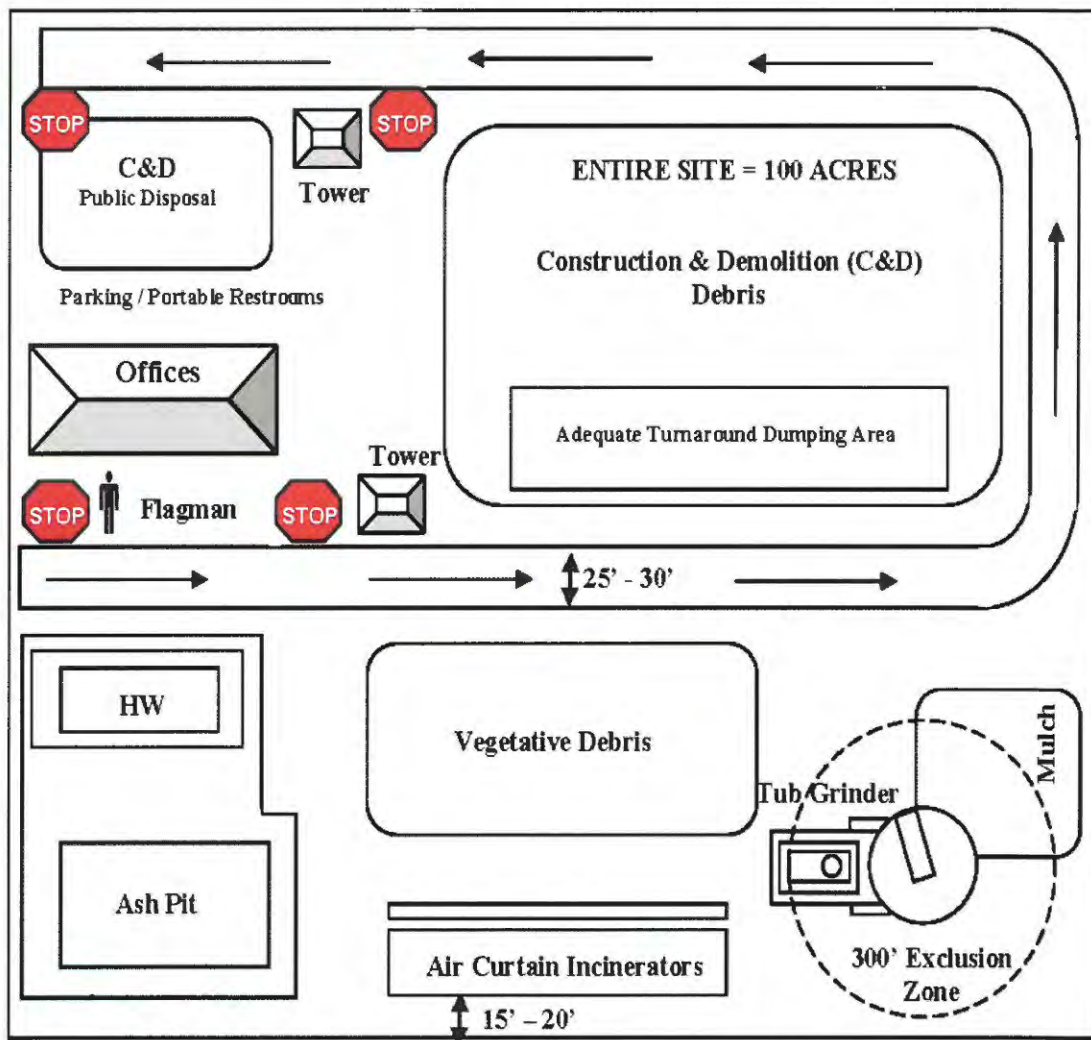
- Portable toilet facilities will be conveniently located to serve the inspection towers, crews working on the site, and office facilities
- Perimeter chain-link fencing, erosion and sediment control fencing, and other necessary drainage control methods
- Site traffic flow will provide for orderly movement of vehicles and equipment to avoid crossing traffic lanes with the construction of two entrances/exits with lockable gates
- At the request of the City of Destin, the DMS(s) may be restricted to City and Contractor vehicles only
- Safe and ready access of fire safety and rescue equipment will be provided to all functional sections of the site and to debris stockpiles
- A Safety Zone of at least 200' will be established around the grinder
- Air Curtain Incinerator (ACI) or Open burning safety zone will be established and will be 1,200' from any structure (other than inspection tower) and no less than 250' from any other pile or type of debris on site
- Ash storage pit will be adjacent to ACI units
- Compacted crushed rock and/or mulch will be used on ingress/egress road surfaces
- Designated personnel parking area for 30 vehicles will be established
- Space for two 12'x50' office trailers will be established
- Development of a lined Hazardous Materials Containment Area surrounded by a berm
- Two vegetative debris piles for grinding operations
- Sufficient area for chip piles to minimize pile height to prevent spontaneous combustion
- C&D debris area will be separate from other debris areas
- Adequate area maintained at each site for truck maneuverability and a level stable surface for equipment to complete the dumping process
- Site orientation will provide for ACI operations and grinding operations to be located downwind from offices and inspection towers (i.e., prevailing winds will be considered when setting up site)
- If necessary, separate areas/sites for the public to use for dumping vegetative and C&D debris will be provided. Depending on the process prescribed for allowing this, a separate tower may be required to facilitate accounting for the material entering the public section. If off site citizen collection areas are developed in accordance with the City's Debris Management Plan, CrowderGulf will remove debris from those sites on a regular basis as directed by the City's Project Manager.

DMS Site Plan

A DMS Plan will be prepared to a scale of 1" = 50'. The Task Order specific Management and Operations Plan will be updated to include the Site Management Plans for all DMSs and Disposal Sites operated by CrowderGulf. The DMS Plan will display such functions as:

- Access to the Site
- Site Preparation – clearing, erosion control, and grading
- Traffic Control
- Site Security, Safety and Segregation of debris storage areas
- Location of ash disposal area, hazardous material containment area, contractor work area, and inspection towers
- Location of incineration operations and chipping operations
- Location of existing structures or sensitive areas requiring protection
- Household Hazardous Waste (HHW) or Hazardous, Toxic and Radioactive Waste (HTRW) storage
- A detailed list of equipment
- Sanitation facilities

The general site plan shown below will be modified to fit the needs of each specific DMS and will incorporate all specifications addressed in the FEMA 325 and all local, state and federal regulations and requirements.

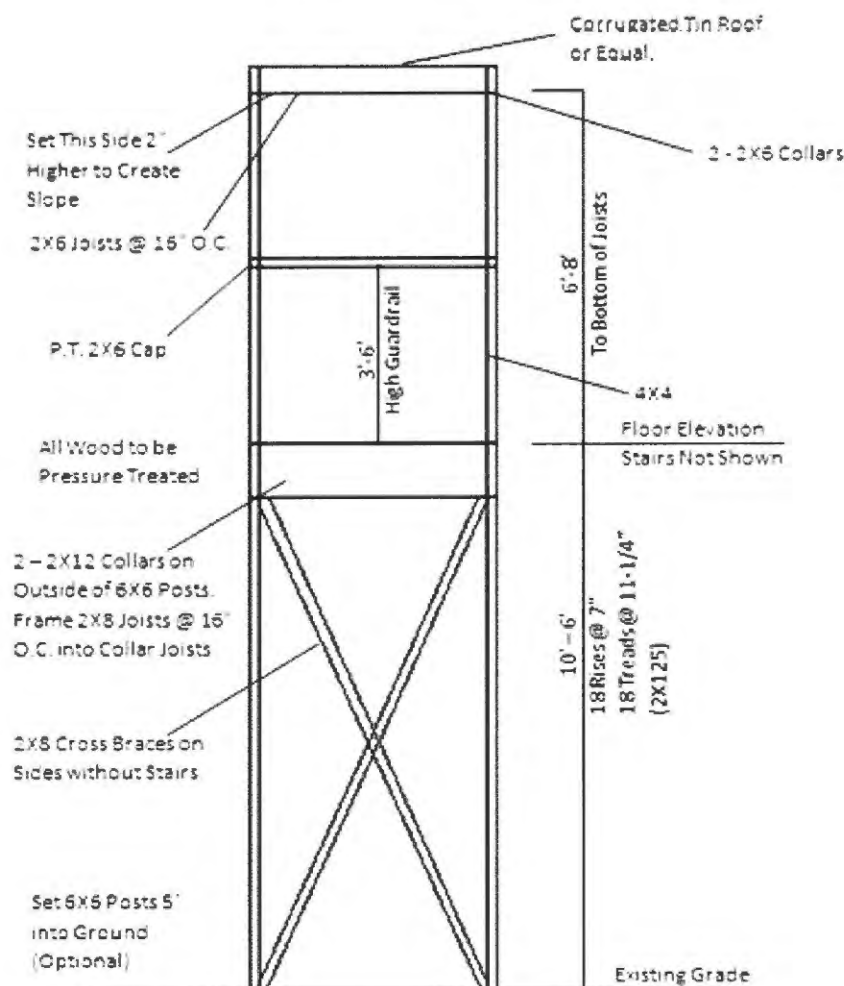


Inspection Towers

At no cost to the City of Destin, CrowderGulf will construct a minimum of one inspection tower at each site adjacent to the roadway. A minimum of one exit lane for all trucks to use will be visible from a tower. This allows for checking truck beds before exiting, ensuring that they are completely empty. The Inspection tower site location will provide a .25 mile approach outside the public road system to accommodate any truck back up.

- All towers will be OSHA and FEMA compliant. At a minimum, the towers will be constructed with pressure treated wood with the floor elevation of the tower 15' above the existing ground elevation; the floor area shall be 8'x 8', constructed of 2"x8" joists, 16" O.C. with ¾" plywood supported by four 6"x 8" posts.
- The perimeter of the floor area will be protected by a 4' high wall constructed of 2"x 4" studs and ½" plywood. The floor area will be covered by a corrugated tin roof.
- The roof shall provide a minimum of 6'8" of headroom below the support beams.
- Wooden steps will provide access with a handrail. In addition, the construction of towers will comply with all applicable City building codes.
- Inspection towers shall be capable of seating a minimum of three inspectors each.
- Towers will be removed at the completion of the project or when the site is no longer in need.

Inspection Tower

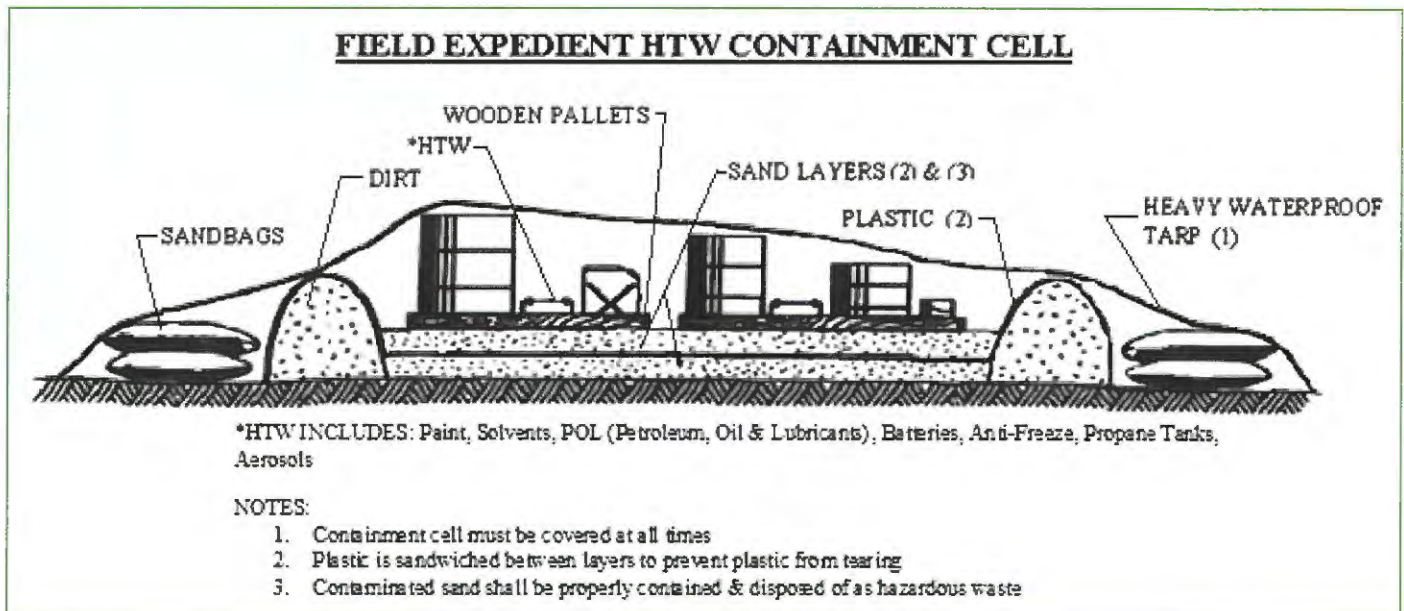


Hazardous Materials Containment Area

In accordance with FEMA 325 specifications, CrowderGulf will construct an area designed for the temporary storage and confinement of hazardous material. Material deposited into this facility will be inventoried and stabilized. Any leaking containers will be placed in "over pack drums". A well-marked, defined and enforced NO SMOKING area will be established within 200 feet of this area.

Minimum Design Criteria for the Hazardous Materials Containment Area:

- 30'x 30' in size, the perimeter lined with hay bales staked in place
- Water proof liner or plastic ground protection cove
- Rain and snow cover for the entire area



Debris Separation and Reduction

Debris Separation

The Debris Reduction Manager will supervise the separation and segregation of all loads deposited at the DMS. If site segregation is required because of mixed loads, the separation will reflect the six categories cited below. Each of the following categories of debris will be dealt with in full compliance with the CrowderGulf Environmental Plan and local, state and federal standards:

- Clean, vegetative debris
- Vegetative debris containing other foreign matter
- Construction and Demolition (C&D) Debris
- Salvageable or recyclable debris
- White Goods, e-goods
- Hazardous or toxic materials / waste

Vegetative debris will be placed into two or more piles (no more than 15' high) which will allow for volume reduction without interfering with the ongoing dumping operation or until the dumping and/or reduction operations are complete. As directed by the City's representative, all construction and demolition (C&D) debris will be hauled directly to a certified landfill or prepared for reduction or recycling if feasible. White goods will be degassed, crushed and bailed for sale as scrap metal.

Methods of Debris Reduction

There are two primary types of reduction methods – incineration and chipping/grinding. After all major storms, we have used both grinding and burning to reduce debris, however, grinding has become the more common method due to environmental issues with burning.

- **Chipping and Grinding**

The chipping and grinding of vegetative debris reduces the volume by 75%. Many times clean chips will be recycled as bio-mass fuel.

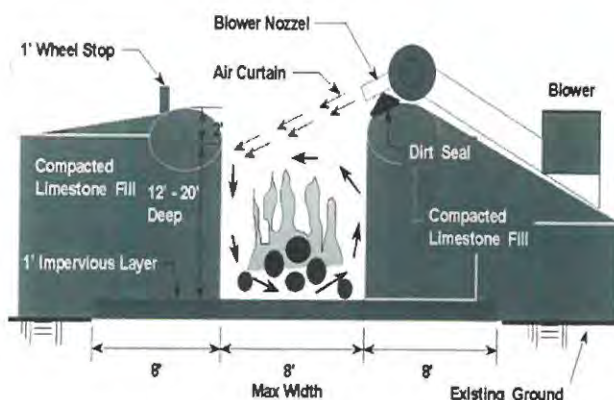
CrowderGulf is very experienced with chipping/grinding debris and has used this method in the majority of our disaster contracts for the past ten years. When grinding/chipping is utilized as the reduction method, all safety and compliance regulations are enforced throughout the operation.

- **Incineration**

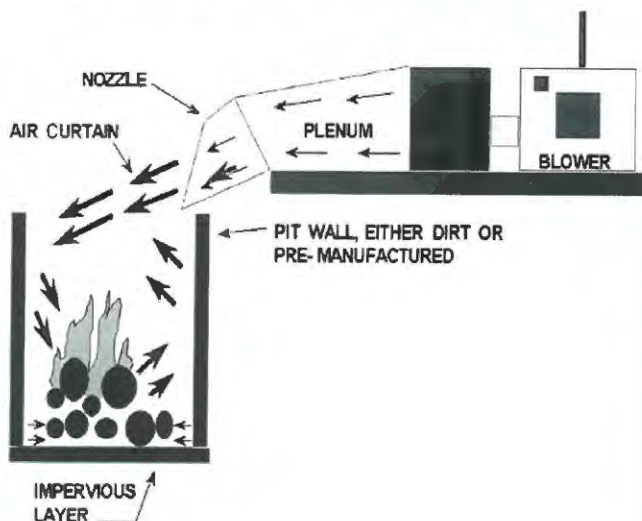
There are several incineration methods available for volume reduction. These include uncontrolled open-air incineration, controlled open-air incineration, air curtain pit incineration, and portable air curtain incineration. Portable air curtain incineration is the most efficient incineration system available because the pre-manufactured pit is engineered to precise dimensions to complement the blower system. Any burning method used will only be conducted with concurrence from the City. Burning vegetative debris can produce up to a 95% reduction rate. In those situations where air curtain incineration may be approved by the City, all environmental compliance and safety, concerns will be addressed within the site specific plan. Setbacks and buffer zones will be established within



Air Curtain Pit Burner



Overview of an Air Curtain Operation



and around the reduction sites not only for the public safety but also for the safety of the debris operations. A setback of at least 100' will be maintained between the debris piles and the incineration area. There will be a buffer of 1,000' between the incineration area and the nearest building in order to create a zone for emergency vehicles, if needed. The fire will be extinguished two hours before anticipated removal of the ash mound. The ash mound will be removed before it reaches two feet below the lip of the incineration pit. To prevent explosions, hazardous or contaminated flammable material will not be placed in the pit. Finally, fencing and signage are simple and effective means to keep the public away from the incineration area. The CrowderGulf

Environmental Protection Plan address and provides detailed guidance on DMS environmental concerns such as dust, smoke, erosion, storm water plus hazardous and toxic wastes. If the DMS is near an environmentally sensitive area or has historical sites in close proximity, special environmental consideration will be taken to protect and preserve such areas.

Debris Reduction Time Lines

The following Debris Reduction Plan Time Line provides an overview of tasks and identifies both the management personnel responsible and the time frame within which each task shall be completed.

DEBRIS REDUCTION PLAN TIME LINE	
TASK	TIME FRAME (from NTP)
Conduct requirements assessment of damaged area for DMS	Within 24 hrs
Develop DMS according to Management Plan, including rd construction, erosion control, portable office & toilet facility	Within 48 hrs
Construct observation platform per FEMA requirements	Within 48 hrs
Construct grinding, burn pit, ash storage & hazardous waste storage areas	Within 48 hrs
Determine the number of burners &/or grinders/chippers required per site	Within 48 hrs
Ensure Hazardous Waste Plan in place	Within 48 hrs
If burning is permitted, begin construction of burn pits	Within 48 hrs
Complete installation of burners	Within 72 hrs
Secure permits & transport grinders/chippers to designated reduction areas	Within 72 hrs
Set up grinders/chippers	Within 72 hrs
Maintain records of hours worked for operators, location worked, repairs, etc.	Daily
Ensure maintenance of burners &/or grinders/chippers	Daily
Make dumpsite adjustments	Daily
Provide daily operations reports to Project Manager & City Rep	Daily
Inspect DMS operations for safety & quality control monitoring	Daily & periodically
Handle storage & disposal of hazardous waste	As required
Restoration of site upon project completion to City's specifications	Upon completion of project
Provide for demobilization of equipment	Upon completion of all tasks

Basic Debris Reduction Crews		
Personnel / Equipment	Task Responsibility	Number per Crew
DMS Reduction Project Mgr	Supervise set up & daily ops of debris reduction site; Ensure all safety regulations enforced	1 / Site
Day Foreman	Monitor incoming trucks, direct separation of materials; Supervise reduction crews; Monitor for safety regulations being followed and report infractions to Foreman	1 / Site
Night Foreman (if burning)	Supervise crews & secure site; Monitor safety regulations & report infractions to Foreman	1 / Site
Spotters	Monitor incoming debris types; Ensure drivers drop loads in proper locations at stockpiles; Direct clean loads of recyclable material to storage areas; Follow all safety requirements & report any infractions to Foreman	2 - 4 / Site
Flagmen	Direct flow of incoming & outgoing trucks at site; Follow all safety requirements & report any infractions to Foreman	2 - 4 / Site
Laborers	Separate recyclable materials from incoming debris & move it to designated storage areas; Assist other workers with debris separation	2 - 4 / Site
Tower Monitor	Check all ticket copies for legibility & accuracy; Alert monitor writing tickets of errors; Monitor for safety infractions & report to Foreman	1 / Site
Water Truck w/spray nozzles & high pressure hose	Spray nozzles used for dust control; High pressure for hose for fire control	1 / Site
Road Grader w/Operator	Maintain rds & site	1 / Site
Onsite Fuel & Oil Storage Tanks	Replenish equipment as needed	2 - 4 / Site
Track Hoe w/grapple w/Operators	Build burn pit according to Ops Manual; Clean ash from pits & pile in designated areas; Supply debris to burn pit & grinder	2 - 4 / Site
Bulldozer &/or Rubber Tire Loader w/Operator	Stockpile material; Push debris with Trackhoe	2-4 / Site
Burner Technician / Mechanic	Initial burner set-up; Assist starting fires according to Ops Manual; Daily maintenance & care of burner & loader equipment	1 / Site when burning
1000-1200hp Tub or Horizontal Grinder	Grind vegetative debris	1 / Site when grinding
Grinder Operator	Fuel tub grinder & control grinder operation.	1 / Grinder

Debris Disposal

Final disposition of the products of debris reduction will be made in accordance with instructions from the City and in keeping with all federal, state and local laws.

Vegetative Debris

Based on the City's decision, all vegetative debris will be ground or burned. If ground, the reduced vegetative mulch will be hauled to a properly permitted final disposal site in accordance with all local, state and federal regulations. If vegetative debris is burned, the ash will be hauled to a properly permitted final disposal site. In past disasters we have also recycled the clean ash as fertilizer on farm land. We will properly recycle mulch and ash to the greatest extent possible and within permitted regulations.

Construction and Demolition Debris

All C&D material shall be disposed of in facilities approved by the City of Destin in accordance with all federal, state and local laws.

Specialty Debris

CrowderGulf's supervisory personnel are experienced in identifying and assessing potential problems imposed by specialty debris including **abandoned vehicles and vessels, wet marine debris, white goods and electronic wastes, hazardous materials and waste, bio-hazardous wastes, dead animals, and hazardous trees and stumps**. As mentioned above, CrowderGulf works in conjunction with all federal, state and local regulatory agencies and strictly follows all regulatory guidance. If removal and disposal is beyond the area of our expertise, we will use Garner Environmental Services (www.garner-es.com), a highly qualified and licensed Hazmat contractor, to remove and dispose of any such materials.

Debris Recycling Plan

Based on the debris management goals and objectives of the City of Destin, CrowderGulf will implement debris recycling programs as marketing opportunities allow. When recycling is feasible, CrowderGulf will monitor procedures to ensure that the recycling contractors comply with local, tribal, state and federal environmental regulations. Any reimbursement for recycled material will be credited or returned directly to the City.

Vegetative Debris

The vast amount of vegetative debris produced by a natural disaster creates a real recycling challenge. We will make maximum efforts to recycle all organic material. Experience has taught us that it will still require freight cost and tipping fees, but recycling is still the best option as opposed to using up valuable landfill space.

Specifically, our plan involves the following:

1. Debris crews will be encouraged to cut tree trunks into 8' or longer lengths for delivery to dump site. Quality logs will be separated and marketed to pulp mills, saw mills, and veneer mills. Timber in the log form is always marketable, and depending on quality can be transported to market even if the markets are relatively far away.
2. Stumps usually have large quantities of dirt attached, which contributes to the low quality of fuel chips. Stumps will be split and burned if burning is permitted. If burning is not permitted split stumps will be ground and resulting chips will be kept separate.
3. Limbs, twigs, short blocks and inferior logs will be ground or burned. To reduce contamination of chips with dirt, care will be taken to use rubber-tire loaders with rakes and track hoes with grapples.
4. Every effort will be made to move chips to organic fuel users in a wide area. CrowderGulf will begin moving chips as soon as possible to prevent the buildup of massive chip piles that create a potential fire hazard.
5. CrowderGulf has contacts with major paper mills, sugar mills, and other organic fuel users in the Southeast. Once CrowderGulf is awarded a contract, we will work to get tentative agreements with users who are in close proximity.
6. If local laws and regulations permit, CrowderGulf will secure land in a rural area(s) as close as possible to our chipping operations. Chips unfit for fuel or chips surplus will be piled on the property, mixed with ash from burning operations that has been tested and free of contaminants, and turned periodically to produce quality marketable compost suitable for landscaping use or applications to farm land.

After Hurricanes Isabel in 2003, and Ivan in 2004, CrowderGulf shipped clean vegetative chips to Italy to be used as bio-mass fuel. After Hurricanes Charley in 2004, and Irene in 2011, local power plants took chips for use as bio-mass fuel. In 2012, after Hurricane Isaac, Mississippi paper mills received all of our clean chips to use for bio-mass fuel.

C&D Debris

Concrete, asphalt and masonry products can be crushed and used as base material for certain road construction products or as a trench backfill. Debris targeted for base materials will need to meet certain size specifications as determined by the end user. The City may choose to recycle these products themselves. As an example, after Hurricane Ike, Galveston County recycled the crushed concrete (from home slabs on Bolivar Peninsula) by using it for road reconstruction and for a new government building foundation.

Hurricanes and tornadoes can cause extensive damage to mobile homes, sun porches, and green houses. Most of the nonferrous and ferrous metal debris is suitable for recycling. Trailer frames, trailer parts, appliances and other metal items will be properly separated, crushed, baled and recycled. Any proceeds will be credited to the City of Destin.

Site Closure and Restoration

Upon completion of debris reduction operations, all DMSs will be restored to pre-existing conditions. All equipment, inspection towers, and any other temporary buildings will be removed. Burn pits will be returned to existing grade. Ash will be tested for contaminants before being taken to a disposal site. Any unburned or chipped materials will be hauled to an appropriate facility. Separated metals, plastics, white goods or other materials and types will be recycled as required by contract or regulations. Site reclamation / remediation will be billed back to the client at a pass through cost. In addition, if groundwater and / or soil testing is required, these items will be billed to the client at as pass through cost. A final site inspection will be conducted by City authorities and any discrepancies will be corrected.

All work, including site restoration and closeout will be concluded within 30 calendar days of notice from the City that the last load of debris has been delivered.

➤ Documentation and Reimbursement

CrowderGulf has been successful in the past in supporting our Clients with accurate and complete documentation records. This documentation is readily available to the City, FEMA, FHWA and any other agency that provides reimbursement. Superior record keeping using the best available technology from the beginning to the end of the project is critical.

Financial accountability is maintained throughout the process by using a system of checks and balances that are tied directly to the quantitative documentation originating in the field. Throughout the project, FEMA 325 requirements are followed and serve as the foundation of our documentation and accounting systems.

Documentation for Debris Hauling

In an effort to maximize accuracy of accounting, CrowderGulf utilizes the following system of project controls:

Phase 1 - Truck Certification

All debris hauling trucks are certified in accordance with FEMA 325 regulations. Part of the certification procedure includes truck safety checks. Any trucks not meeting the safety requirements will not be certified until infractions are remedied.



The image shows a 'Truck / Equipment Certification Form' from CrowderGulf. The form includes fields for 'Contract Certification Information' (Contract Number: 00100, Subcontractor, Project Name, City, State, Zip, Phone, Email) and 'Equipment Certification' (Truck/Trailer Make and Year, VIN, Weight, Capacity, etc.). It also has a section for 'Truck/Trailer Safety Check' with checkboxes for various safety features. A blue sign for 'TRUCK NO 49993' and 'CUBIC YARDS 30' is also visible, along with a 'C/G' logo.

Documentation procedures include:

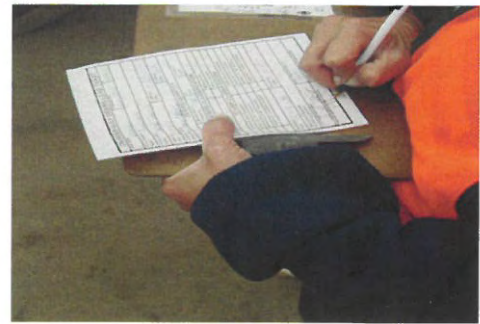
- Measuring the interior dimensions of all debris hauling truck beds to determine the measured cubic yard capacity
- Safety and insurance requirements check is part of the certification process
- The City's representative, CrowderGulf and the driver will each retain a copy of the completed *Truck Certification Form*
- All equipment are affixed with placards displaying the owner's name, equipment number and certified capacity
- A Capacity Certification Log is maintained in the field as a quality control tool
- All tower inspectors are provided with a current Capacity Certification Log to enforce the integrity of the valid documentation against the truck placard

Phase 2 - Debris Load Ticket Completion

The term "load ticket" refers to the primary debris-tracking document that records the transport of debris from the original collection point to the DMS or final disposal site. By positioning the debris monitors at each point of the operations (collection, DMS and/or final disposition), the eligible scope of work can be properly documented.

This process includes the following procedures:

- Completion of a multi-part *Debris Load Ticket* for each truckload of debris
- City representative(s) at the loading site(s) will inspect each loaded truck, legibly and accurately record the required information on the ticket and provide the debris hauler with a partially completed ticket
- City representative(s) at the temporary or final disposal site(s) inspection tower take the ticket from the driver and complete the disposal information
- City representative(s) retain the original completed ticket and a copy is provided to the driver and a CrowderGulf representative
- CrowderGulf representatives collect ticket copies and perform the first of many quality control checks
- CrowderGulf field office personnel process the tickets sending electronic copies to the Home Office for additional quality control checks, data entry and storage



Accurate completion of these two phases of quantitative and descriptive debris information is imperative for cost reimbursement and contractor invoicing. When electronic ticketing is used, the above procedures are slightly modified according to the firm acquired, while still maintaining the same quality of information and satisfying requirements.

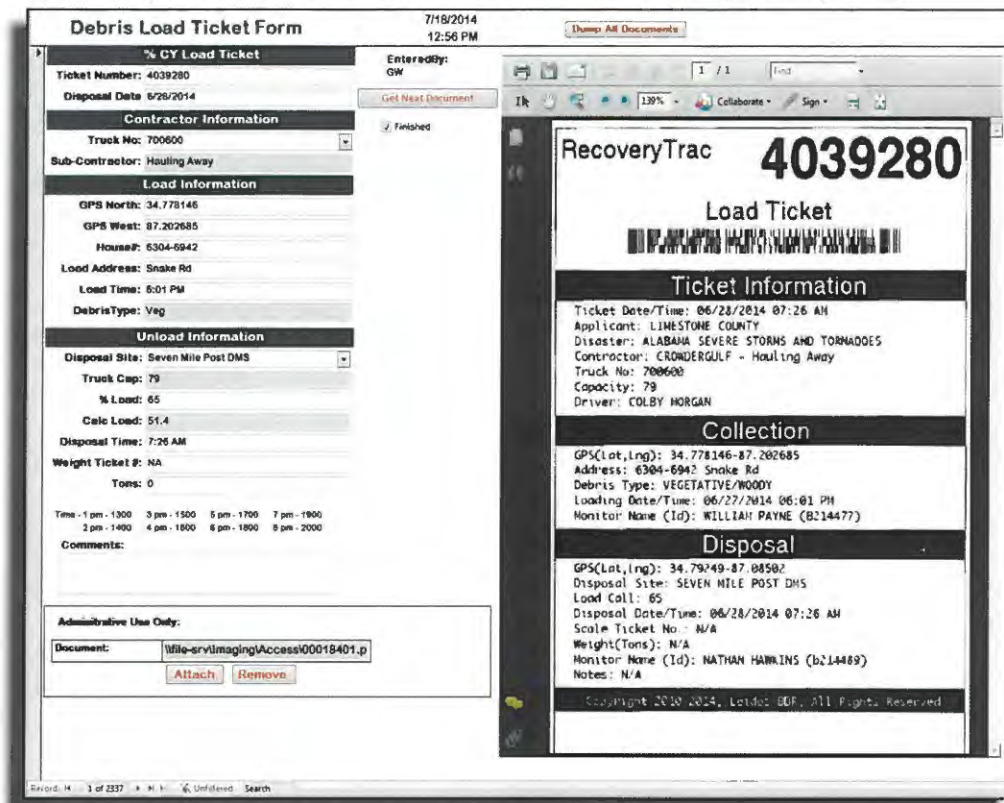
Documentation of Special Projects

There are usually several additional recovery projects besides ROW debris removal and disposal that are required in order to address geographically unique storm damage. Each project is preceded by a specific task order to serve as a formal request to proceed with the project. The Task Order outlines the parameters of the project and establishes the pay rates associated. Detailed documentation that meets FEMA 325 requirements will be kept for each project.

Data Management

CrowderGulf utilizes a comprehensive and seasoned data collection and storage process with all projects. Regardless of whether electronic (ADMS) or paper ticketing documentation is used by the City or representative, CrowderGulf easily adapts data capturing procedures to accommodate all requirements. CrowderGulf's database is specifically designed to capture and track quantitative and descriptive debris data for the entire project while storing ticket images for reconciliation support and audit documentation support.

Here is an example of the CrowderGulf database and document capture capability:



The screenshot displays the CrowderGulf database interface. On the left, the 'Debris Load Ticket Form' is visible, containing fields for Ticket Number (4039280), Disposal Date (6/26/2014), Contractor Information (Truck No: 700600, Sub-Contractor: Hauling Away), Load Information (GPS North: 34.778146, GPS West: 87.202685, House#: 6304-6942, Load Address: Snake Rd, Load Time: 6:01 PM, Debris Type: Veg), Unload Information (Disposal Site: Seven Mile Post DMS, Truck Cap: 79, % Load: 65, Calc Load: 51.4, Disposal Time: 7:26 AM, Weight Ticket #: NA, Tons: 0), and Administrative Use Only (Document: \\file-srv\imaging\Access\00018401.p). On the right, a 'RecoveryTrac 4039280 Load Ticket' document is shown, featuring a barcode and sections for Ticket Information (Ticket Date/Time: 06/28/2014 07:26 AM, Applicant: LIMESTONE COUNTY, Disaster: ALABAMA SEVERE STORMS AND TORNADOES, Contractor: CROWDERGULF - Hauling Away, Truck No: 700600, Capacity: 79, Driver: COLBY MORGAN), Collection (GPS(Lat,Lng): 34.778146-87.202685, Address: 6304-6942 Snake Rd, Debris Type: VEGETATIVE/WOODY, Loading Date/Time: 06/27/2014 06:01 PM, Monitor Name (Id): WILLIAM PAYNE (B214477)), and Disposal (GPS(Lat,Lng): 34.79249-87.08502, Disposal Site: SEVEN MILE POST DMS, Load Call: 65, Disposal Date/Time: 06/28/2014 07:26 AM, Scale Ticket No.: N/A, Weight(Tons): N/A, Monitor Name (Id): NATHAN HAWKINS (b214489), Notes: N/A). The document also includes a copyright notice: Copyright 2010-2014, Loides BDF, All Rights Reserved.

Technology has made documentation, reconciling and invoicing a more efficient, transparent process that can help expedite FEMA reimbursement. However, the technology is only as good as the people using it. CrowderGulf has capable, well-trained personnel with the commitment to ensure functionality and accurate information on a continuous basis. CrowderGulf has these qualified, committed personnel full-time throughout the year ready to provide documentation support even years after the project is complete.

Monitoring Companies and Electronic Ticketing

CrowderGulf has vast experience working with several monitoring companies and are familiar and compatible with their programs, processes and procedures. It is important that to the Client that CrowderGulf and Client representative (i.e., monitoring company) establish and maintain a positive and professional rapport throughout the project. This is necessary in order for the communication flow to be open with the central focus of making sure all documentation for eligible work is accurate and complete.

Reports and Information

Reports display tracking of debris through work completed to aid and support ongoing project planning. CrowderGulf has the capability and know how to conform reports to the unique specifications of any project or even portions of a project. Reports can be developed quickly to capture specific City requested data. These reports serve as a valuable tool to everyone in decision making throughout the recovery process.

We can provide the City with the following daily and weekly reports (at a minimum):

- Total cubic yards hauled
- Total cubic yards of vegetative debris hauled
- Total cubic yards of C&D debris hauled
- Total cubic yards of Stump debris hauled
- Total leaners or hangers cut
- Total cubic yards of mulch debris hauled
- Total cubic yards hauled to each DMS
- Other customized reports as requested

Reports may be provided in Excel format, Word format or PDF format.

Reconciliation and Invoicing

An important aspect of the documentation process is the reconciling of all the truck certifications and load tickets prior to invoicing. CrowderGulf has earned a solid reputation with clients and monitoring firms by working closely with them to ensure that data reconciling is completed before invoicing. Whether reconciling with a monitoring company or with our clients direct, our database has all the information needed to expedite this process.

DATE	Ticket #	Debris Type	Delivered To	Truck #	Capacity	% Load	Load (CY)
5/5/2011	5104105	C&D	Stump Point	033854	49.00	55	26.95
5/5/2011	5104109	C&D	Stump Point	033854	49.00	60	29.40
5/5/2011	5104274	Vegetative	Stump Point	033875	72.00	65	46.80
5/5/2011	5104275	Vegetative	Stump Point	033876	59.00	65	38.35
5/5/2011	5104276	Vegetative	Stump Point	033879	58.00	70	40.60
5/5/2011	5104277	Vegetative	Stump Point	033880	49.00	70	34.30
5/5/2011	5104278	C&D	Stump Point	033877	53.00	70	37.10
5/5/2011	5104279	Vegetative	Stump Point	033878	49.00	70	34.30
5/5/2011	5104280	Vegetative	Stump Point	033877	53.00	70	37.10
5/5/2011	5104281	Vegetative	Stump Point	033878	49.00	70	34.30
5/5/2011	5104282	Vegetative	Stump Point	033877	53.00	70	37.10
5/5/2011	5104283	Vegetative	Stump Point	033878	49.00	70	34.30
5/5/2011	5104284	Vegetative	Stump Point	033877	53.00	70	37.10
5/5/2011	5104285	Vegetative	Stump Point	033878	49.00	70	34.30
5/5/2011	5104286	C&D	Stump Point	033878	49.00	65	31.85
5/5/2011	5104287	C&D	Stump Point	033877	53.00	55	29.15
5/5/2011	5104625	C&D	Stump Point	033883	50.00	85	42.50
5/5/2011	5104626	C&D	Stump Point	033884	49.00	85	41.65
5/5/2011	5104627	C&D	Stump Point	033883	50.00	75	37.50
5/5/2011	5104628	C&D	Stump Point	033884	49.00	80	39.20
5/5/2011	5104629	C&D	Stump Point	033883	50.00	80	40.00
5/5/2011	5104630	C&D	Stump Point	033884	49.00	80	39.20
5/5/2011	5104631	Vegetative	Stump Point	033883	50.00	70	35.00
5/5/2011	5104632	Vegetative	Stump Point	033884	49.00	65	31.85

After reconciliation is complete, it is time for invoicing. All invoices are fully supported by load tickets and other required documentation. CrowderGulf is very flexible in generating invoices. Invoices can be provided in different ways such as a dollar amount limit per invoice, designated work period on an invoice (i.e. one week per invoice) or single task invoices. CrowderGulf strives to accommodate by adapting to preferred formats and preferences.

Having reconciled the data prior to invoicing makes the invoicing documents easier to read from FEMA's standpoint and speeds up the audit or reimbursement process. Schedules for invoicing are usually outlined in the contract. Many times, due to the severity of the disaster and the available resources by the City the payment schedule may be modified to allow more time to pay the invoices. CrowderGulf is able to accommodate these situations due to our strong financial stability.

Documentation Maintenance

CrowderGulf maintains all documentation for a period of at least 7-10 years, depending on the requirements. All tickets and truck certifications, task orders, and any other pertinent documentation are kept in both hard copy and electronic format. Having all documents in an organized electronic file allows for easy access if and when FEMA audits the work.

FEMA Requirements and Assistance in the Reimbursement Process

CrowderGulf works closely with all regulatory agencies to assure minimum issues in our disaster management efforts. Over the past 20 years, **98%** of CrowderGulf's work has been with Cities, Counties, States and Agencies that received reimbursement from FEMA under the Public Assistance (PA) Reimbursement Program. As a result of our success in documenting all aspects of the debris management process to support reimbursements, CrowderGulf has established itself as one of the most respected debris contractors in the United States.

As an example of our commitment to Clients, in June, 2010, a CrowderGulf Client requested assistance with a FEMA audit for work completed in 2005, after Hurricanes Katrina and Wilma. Consequently, one of our senior managers spent four weeks working onsite with the Client, as well as 1,000 plus hours of work time on the project researching and preparing documentation requests for FEMA. All of our time and assistance was provided to the Client at no cost. This is how every client is treated. CrowderGulf is committed to 'going to the mat' with them to make sure that our documentation is complete, accurate and provided in whatever format FEMA requests.

CrowderGulf's former FEMA Directors, Emergency Managers and FEMA trained Debris Specialists are available to assist in complying with FEMA guidelines and completing all documentation required by FEMA, FHWA or the Office of Inspector General. **Our Staff is well versed in the Code of Federal Regulations (44 CFR), FEMA's Debris Management Guide (FEMA 325), and Public Assistance Debris Monitoring Guide (FEMA 327).**

CrowderGulf will share its knowledge and experience concerning reimbursement matters. The goal is to obtain maximum reimbursement by utilizing extremely accurate record keeping and exacting quality control measures. Specifically, CrowderGulf will assist the City with the following:

- Developing Project Worksheets
- Estimating debris volumes for initial damage assessment
- Identifying eligible and ineligible reimbursements
- Documenting every element of the recovery process
- Reviewing all records to assure that they meet federal and state reimbursement guidelines
- Providing various levels of training for City employees
- Documenting all facets of work to support the claim process
- Maintain all documents for 7-10 years

"I would like to Thank you all, Ashley and her staff, for all of your help in providing information and documentation needed to close out our 2004/2005 Hurricanes with FEMA. It is comforting to know that we can rely on your company to provide accurate information 4 to 5 years after the fact."

***Jesse Wright, Village Supervisor
Village of Wellington, FL***

Reimbursement

CrowderGulf is committed to completing any emergency management and recovery project for the City in the minimum amount of time and at the best price possible. We work in full regulatory compliance with all agencies involved in disaster recovery including but not limited to:

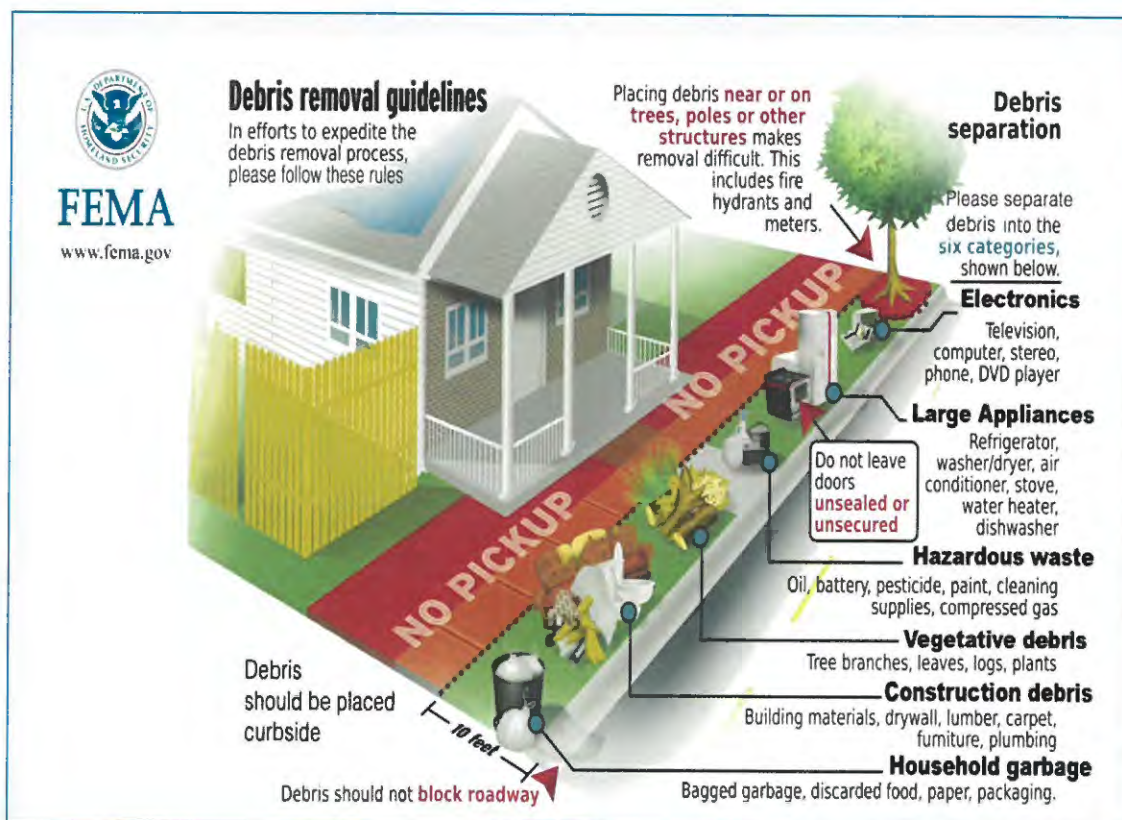
- Federal Emergency Management Agency (FEMA)
- Federal Highway Administration (FHWA)
- Environmental Protection Agency (EPA)
- Florida Department of Environmental Protection
- United States Coast Guard (USCG)
- United States Corps of Engineers (USACE)
- Florida Department of Health
- Florida Department of Transportation

Maximizing Reimbursements under the Sandy Recovery Improvement Act (SRIA) Program

FEMA's SRIA program is intended to increase the effectiveness of debris removal by providing incentives to subgrantees (counties/municipalities) who choose to take advantage of all or only parts of the program. CrowderGulf's Management Team are very experienced in working within the guidelines of FEMA's Public Assistance program and the new Pilot program initiatives. CrowderGulf is available to assist clients in taking advantage of the alternate procedures of the Pilot program.

Currently, FEMA has extended the Public Assistance Alternative Procedures for Debris Removal until June 27, 2019. However, to meet FEMA's strategic Plan objectives to streamline the grantee experience, and simply program delivery, the Agency is discontinuing the Recycling Revenues and Sliding Scale procedures because they were not meeting the goals established in the Sandy Recovery Improvement Act. FEMA continues to promote the use of Straight Time and Force Account Labor incentives. CrowderGulf is prepared to assist the City in taking advantage of the remaining program initiatives.

SRIA Program Incentives for Subgrantees	CrowderGulf's Capabilities and Commitment to Clients(subgrantees)
Straight Time and Force Account Labor: When a subgrantee has elected to participate in the Straight-Time Force Account Labor Procedure to perform all or part of the debris removal operations, FEMA will reimburse the base wages with associated fringe benefits as well as any overtime labor costs and the hiring of additional staff.	CrowderGulf will work directly with clients to augment the client's staff. This may be accomplished by dividing the client's damaged area into segregated or zone areas. Specific zones can be assigned to CrowderGulf crews for debris removal. Other zones will be designated for the client to use force account labor to remove debris. This partnership can expedite debris removal and allow for client crews to remain active and working when normal work could be delayed or be non-existent, due to disaster conditions. CrowderGulf has always maintained that our relationships with clients are invaluable. No job is too small and we have never failed to fulfill any contractual obligations.
Debris Management Plan Procedure: If a subgrantee has a FEMA - accepted Debris Management Plan and one or more pre-qualified debris removal contractors before the start date of a declared incident, the subgrantee may elect to receive the one-time 2% federal cost share increase incentive. This program is limited to the first 90 days of debris removal, beginning the first day of the incident period.	CrowderGulf is intimately familiar with the new FEMA Debris Management guidelines and will work with our clients to collaborate on the development of their Plan and provide assistance in review and updates each year. In addition, CrowderGulf will work diligently with our clients to maximize our resources in order to remove debris as quickly and safely as possible in order to support our clients in taking full advantage of this cost saving measure.



ESSENTIAL SUPPORT FUNCTIONS

➤ Readiness Support and Training

CrowderGulf's long and successful history of disaster response and recovery success is, in a large part, a result of continuous Readiness Planning and Training. CrowderGulf is dedicated to a year-round cycle of preparation, practice, review and analysis to refine our procedures and processes. We strive for continuous improvement with the goal of exceeding expectations where it matters, in project execution.

Joint training and pre-planning with the City will be an important part of Readiness Planning. **On at least an annual basis, CrowderGulf specialists will provide training and pre-planning sessions.** In addition, our Debris Reduction specialists will be available to review and advise on potential DMSs. Preparedness training will be tailored to the City's needs and requests.

Usually, training will consist of all or some of the following topics:

- General understanding of the disaster declaration process
- Understanding the importance of thorough documentation in all processes
- Contract scope of work & scope of work timeframe
- FEMA debris removal eligibility & FEMA required documentation
- Responsibilities of the City & the contractor for debris management
- Pre-event actions
- Management team roles & responsibilities
- Initial response & recovery operations
- Debris removal & monitoring functions
- Truck certification process
- Documentation
- Close out & reimbursement

Training and pre-planning sessions are designed by the needs of each individual Client. For example, if our Client is preparing their own session and would like CrowderGulf to prepare material for discussion for a particular time slot, material such as handouts and PowerPoint presentations are created to present to the attendees based on the discussion topic provided by the Client. This type of involvement is usually requested by Clients who have knowledgeable staff who are experienced in the debris removal process and only need a quick overview of a particular topic.

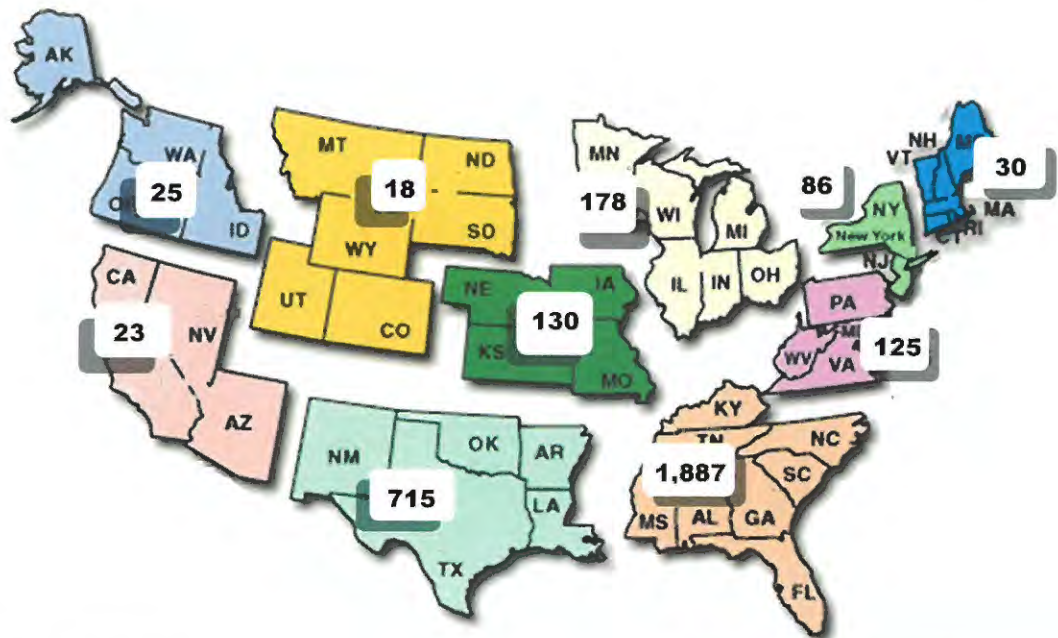
CrowderGulf also provides a more in depth session for the Clients who need training and plan development specific to their geographical location. CrowderGulf is experienced in assessing the needs of each Client and providing the knowledge and training needed for a successful event. In these situations, CrowderGulf provides in depth training and plan development through PowerPoint presentations, handouts and table top exercises. During the in depth training and planning sessions, CrowderGulf can offer assistance in helping the decision makers make informed decisions regarding such things as DMS needs and locations, City disaster debris team members and their roles, whether it is in the best interest of the Client to acquire a monitoring firm, and identifying any other concerns that may not have been previously identified.

➤ Subcontracting

It is company policy to utilize **qualified local subcontractors** to the maximum extent possible in compliance with **44 CFR 206.10**. Per Client compliance requirements under **44 CFR 13.36(e)**, CrowderGulf, as Prime Contractor, will take all affirmative steps required to assure that minority firms, women's business enterprises, and labor area surplus firms are used when possible.

In addition, we maintain a national subcontractor **database of over 3,200 pre-qualified subcontractors**, which allows us to identify companies by size, equipment and geographical location. Prospective subcontractors may visit our website, www.crowdergulf.com, to register or may fax information to the Disaster Administration Office for review. Due to CrowderGulf's reputation of always treating our subcontractors fairly and paying them on a weekly basis, we have a surplus of subcontractors throughout the nation ready to work at a moment's notice.

The graphic below gives a breakdown of the number and general region that we have registered subcontractors. The number changes periodically as new subcontractors register on our website. For several reasons this number grows after a major disaster.



Subcontracting Practices

It is the practice of CrowderGulf to subcontract debris work and services using the following guidance:

1. Subcontract to the maximum extent possible with local firms and small businesses. In addition, preference will be given to qualified local vendors for equipment rental and supplies sourced in the jurisdictional boundaries.
2. Promote the use of local contracting by tasking a senior manager to assure notification through local media and organizations.
3. Promote subcontracting only with the assured compliance with equal opportunity hiring.
4. Provide all subcontractors a clear chain of command for purposes of official and/or unofficial communications.
5. Accept, process and pay invoices of subcontractors in accordance with the CrowderGulf policy.
6. Provide priority subcontracting considerations to/for subcontractors that have provided quality work to CrowderGulf in past operations – consistent with the subcontracting policy.

"CrowderGulf has developed a seamless process which allows for the rapid deployment of essential workers, maintained vital communication lines with all parties involved in the cleanup efforts and has strategically allocated resources to the areas of greatest need...They maintain the highest standards in the industry and operate with a level of integrity that is difficult to match."

Mark Claypoole
Gotus Trucking, LLC

7. CrowderGulf does not have a set-aside percentage of subcontracted work for any particular classification of subcontractor, but will give special attention to small, disadvantaged firms and/or women owned small business firms for contract work or services needed.
8. CrowderGulf is committed to promoting the use of small minority, disadvantaged firms and/or women-owned small business firms for contract work, whenever and wherever possible.
9. We currently maintain an active pre-qualified subcontractor database, tracking current certifications of local and regional D/M/W/SBE qualified subcontractors. Subcontractors can mail, fax, e-mail or log on to www.crowdergulf.com to submit their company information for review. If necessary, we will use additional outlets such as newspapers, publications, websites, etc.
10. As required by each awarded contract, CrowderGulf will meet or exceed goals and expectations on the local minority workforce population and the utilization of minority professional firms, consultants and/or suppliers. CrowderGulf will maintain all requirements set forth by the Client.

Subcontracting Policy

It is standard policy that all subcontractors comply with all of the contractual conditions and commitments of CrowderGulf. As such, all subcontractors shall agree to the following:

1. Enroll in the E-Verify program and provide acceptable evidence of enrollment at the time of subcontract execution. Acceptable evidence consists of a copy of the properly completed E-Verify Company Profile page or a copy of the fully executed E-Verify Memorandum of Understanding for the company. It shall be the **Subcontractor's** responsibility to familiarize themselves with all rules and regulations governing this program.
2. Read and formally acknowledge by signature the CrowderGulf Contract for subcontractors and Safety Manual as provided by CrowderGulf.
3. Provide satisfactory evidence of bonding and licensing that complies with contract and jurisdictional requirements.
4. Provide assurances that no current owner, principal or officer of the firm is or has ever been debarred by the state and/or federal government.
5. Obtain and furnish satisfactory evidence of required insurance from a responsible insurer.
6. Give all notices and fully comply with all local, state and federal laws – including, but not limited to, social security, workers compensation and unemployment insurance, DOT, etc.
7. Begin work to be performed within two full workdays after a subcontractor is notified of a subcontract award, unless otherwise stipulated in the subcontract arrangements. The subcontractor will pay for all materials, equipment and labor used in the performance of the subcontract(s).
8. In the event a subcontractor makes an untimely start, or is unable to supply sufficient skilled workmen, equipment or materials to satisfy the subcontract arrangements, CrowderGulf may terminate the employment/contract of the subcontractor for cause.
9. Take all reasonable safety precautions with respect to contracted work, complying with all safety, workplace standards and environmental measures as directed by CrowderGulf.
10. Furnish periodic progress reports on the work as directed by CrowderGulf, plus use the debris reporting system selected by CrowderGulf.
11. Provide CrowderGulf with progress payment billings (as agreed in the respective subcontracts).
12. Final payments to subcontractor(s) may be deferred pending receipt of contractual or statutory lien waivers, releases, closeout documents or other encumbrances.
13. Other stipulations may apply as may be required by unique local conditions.

Understanding Requirements

CrowderGulf takes several steps during the proposal preparation process to ensure local subcontractor participation as well as M/WBE utilization policies and 44 CFR 13.36(e) compliance are met. Understanding exactly what the Client is requesting during this initial proposal phase is key to implementation upon activation. In order to clearly define the expectations required we take several preliminary steps. The first step is to review M/WBE policies and procedures to determine specific goals set by the Client. Our second step is to determine utilization breakdowns required. Lastly, we identify all required certifications and/or M/WBE directories to be used for soliciting M/WBE firms and any further breakdowns of percentage goals. Once these steps are completed and we have a clear understanding of all requirements we continue with the following process:

Steps in the Process:

1. Before any subcontractors are solicited, CrowderGulf compiles a list of local subcontractors from our Database of pre-qualified subs. These companies have either worked for CrowderGulf and are in good standing, have registered with us through our website, www.crowdergulf.com, or have been previously solicited by CrowderGulf. All subcontractors must meet the following requirements to be considered for prequalification:
 - a. Verification through one or more of the following websites:
 - *The **System for Award Management (SAM)** is a **Federal Government owned and operated** free web site that consolidates the capabilities in CCR/FedReg, ORCA, and EPLS. SAM is used to review all subcontractors' debarred status prior to approval as a prequalified subcontractor(<https://www.sam.gov/>)*
 - *SBA HUBZone Search-confirmation, (http://dsbs.sba.gov/dsbs/search/dsp_searchhubzone.cfm)*
 - *Dun and Bradstreet, (<https://sso.dnbi.com>)*
 - b. Enroll in the E-Verify program and provide acceptable evidence of enrollment at the time of subcontract execution. Acceptable evidence consists of a copy of the properly completed E-Verify Company Profile page or a copy of the fully executed E-Verify Memorandum of Understanding for the company. For additional information regarding the Employment Eligibility Verification System (E-Verify) program visit the following website: <http://www.dhs.gov/E-Verify>. It shall be the **Subcontractor's** responsibility to familiarize themselves with all rules and regulations governing this program.
 - c. Obtain and furnish satisfactory evidence of required insurance from a responsible insurer.
2. If specific directories are to be used, CrowderGulf will check the Client website for directory access or contact the M/WBE Office for a list of potential M/WBE firms to be utilized then compare this list to our current list of local prequalified subcontractors to find possible matches.
3. Contact is then made with M/WBE firms that offer services similar to our scope of work. Initial contact is made by phone then followed up by fax and/or email, confirming the phone conversation.
4. Emailed and/or faxed correspondence provides MBE firms with specific details regarding the request, i.e., scope of work directly from the RFP documents, registration and requirements information, and specific deadlines for submittal of these documents to the CrowderGulf M/WBE Subcontracts Manager.
5. Should letters of intent from interested firms and further proof of M/WBE certifications be required by the Client, CrowderGulf will compile the received documentation and review for completeness.
6. Only those firms that have met set deadlines and returned all requested documentations will be considered for inclusion in final proposal to the Client as a responsive M/WBE Firm.
7. All contacted firms are listed in proposal and delegated either responsive or non-responsive and the reason for this status.
8. Should the appropriations assigned to the responsive M/WBE firms not meet the Client's percentage goal, firm percentages will be adjusted and executed by both parties upon mutual agreement.
9. Once the RFP evaluation process is complete and award notices are received, these M/WBE firms are notified of results and any additional documentation is requested to keep in the Client's file.
10. Current CrowderGulf client folders are updated yearly with current local pre-qualified subcontractors as well as M/WBE firm confirmations.
11. Upon Client activation, if any of the proposed local M/WBE firms are no longer able to fulfill assigned goals, CrowderGulf will identify other certified M/WBE firms to replace inactive M/WBE firms to maintain our proposed percentage goals. CrowderGulf will provide a detailed explanation as well as further commitments from other M/WBE certified subcontractors to perform scope of work in lieu of previously committed Subcontractors.

"CrowderGulf is a company with great integrity, is extremely dedicated to their customers and their work, and is entirely one of the best contractors we have worked for...there is not a project or request by CrowderGulf we would ever turn down."

*Steve St. George
President
St. George Enterprises, Inc*

Reporting

With the nature of "Stand-By" event contracts being on an "as needed" basis, utilization/activation of the identified M/WBE firms will be based on CrowderGulf's activation by Client. Should the Client have yearly or quarterly reports to be submitted, CrowderGulf will file the needed reports upon request.

Good Faith Effort

As required by each awarded contract, CrowderGulf will meet or exceed goals and expectations on the local minority workforce population and the utilization of minority professional firms, consultants and/or suppliers. CrowderGulf will maintain all requirements set forth by the City to maintain compliance with **44 CFR 13.36 (e) and FEMA SuperCircular 2 C.F.R. Chapter 2, Part 200.**

Affirmative Steps Include:

1. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
2. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
3. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and
5. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

Subcontractor Oversight

In the past, CrowderGulf has mobilized over **400** subcontractors with as many as **5,000 people, 2,600 trucks, and 800 pieces of loading equipment.** To assure the same quality control and efficient operations for the City, CrowderGulf's management team will rely on NIMS management protocols to identify the proper number of supervisors for each debris management operation. CrowderGulf is fully prepared to marshal as many Field Project Managers and Debris Supervisors as needed to meet the City's debris management requirements. Project Managers and Field Supervisors will have the direct responsibility to ensure all workers have received the proper safety training and education on Federal Rules and Regulations as they pertain to debris removal operations.

M/SBE Subcontractors

See enclosed a partial list of qualified M/SBE Subcontractors. A current qualified subcontractor list will be provided to the City for pre-approval prior to an event upon request.

Florida Region 1 Potential Subcontractors	Address	City	ST	Zip	smBus	WBE/MBE/HUB /VET/ SDB
814 Sand Inc	12030 Hwy 77	Panama City	FL	32409	1	2
A & K Septic Tank & Portable Toilets	4720 Minnetonka St.	Pensacola	FL	32526	1	
A.2.B. Trucking	241 Quebec Ave.	Defuniak Springs	FL	32433		1
Aardvark Debris Removal LLC	200 Hermey Ave	Pensacola	FL	32507		1
AARK Enterprises, Inc.	P.O. Box 510	Vernon	FL	32462		
Abaco Restoration	P.O. Box 15414	Panama City	FL	32406	1	
Aerotek (Florida)	100 West Garden St	Pensacola	FL	32502		
AK Triple E, Inc.	1610 Woodlawn Way	Gulf Breeze	FL	32563	1	
AW Tree and Landscaping Service, LLC	8250 Briese Lane	Pensacola	FL	32514		1
Axis Maintenance Services, LLC.	970 Gulf Shores Dr.	Destin	FL	32541	1	
Azland Recycling and Waste	PO Box 550	Freeport	FL	32435	1	1
Beachway Contractors, LLC.	365 Campbells Rest Rd	DeFuniak Springs	FL	32433	1	
BEK Group, LLC.	404 North West Street	Pensacola	FL	32505	1	
BKW, Inc.	5615 Duval St	Pensacola	FL	32503	1	1
Capt. Eric's Services, LLC.	3930 Venetian Circle	Panama City	FL	32405		2
Coastal Clearing, LLC.	815 Linda Lane	Panama City Beach	FL	32407		
Construction Materials of NW Florida, Inc.	501 Eglin Parkway NE	Fort Walton Beach	FL	32547	1	
Creek Waste and Recycling LLC	2560 S Hwy 95a	Cantonment	FL	32533	1	1
Cronin Construction, Inc.	913 Gulf Breeze Pkwy, Ste 12	Gulf Breeze	FL	32561		3
Disposal Services, LLC.	3634 HWY 231	Panama City	FL	32404	1	
Dwight Hicks, Inc.	500 Harrison Ave.	Panama City	FL	32401		
Eager Beaver Professional Tree Care, LLC	5202 Gulf Breeze Pkwy	Gulf Breeze	FL	32563		1

Florida Region 1 Potential Subcontractors	Address	City	ST	Zip	smBus	WBE/MBE/HUB /VET/ SDB
ESA South, Inc.	1681 Success Dr	Cantonment	FL	32533	1	2
Florida Home Masters, LLC.	1246 Brake Road	Westville	FL	32464		
GB Green Construction Management & Consulting, Inc.	1720 W. Fairfield DR, Ste 507	Pensacola	FL	32501	1	3
Grahams Welding & Fabrication, Inc.	94 Ready Ave. B#7	Fort Walton Beach	FL	32548	1	1
Guide	17119 Perdido Key Dr. #E33	Pensacola	FL	32507	1	
Gulf Coast Landscape	902 Santa Rosa Blvd	Ft. Walton (Mobile)	FL	32548		
Gulf Coast Utility Contractors, LLC	P. O. Box 8170	Panama City	FL	32409		
Gulf Marine Construction, Inc.	1232 N. Pace Blvd.	Pensacola	FL	32505	1	1
H & H Trucking and Tree Service, LLC	4695 N. Hwy.71	Wewahitchka	FL	32465	1	
Harvest Restoration, Inc	2689 Bear ? Circle	Deford	FL	32420	1	1
HighSteele Landscaping and Home Improvement LLC	5113 Bradford Dr	Milton	FL	32571		
Iron Dog, Inc.	10483 NW Gray Rd	Clarksville	FL	32430	1	2
Keith H Fendley	7310 W Jackson St	Pensacola	FL	32506	1	
Kelly Services	5401 Corporate Woods Dr., Ste. 200	Pensacola	FL	32504		
Kevin D. Pugh, Site & Dozer Works, LLC	5731 Stewart Rd	Walnut Hill	FL	32568		2
L&A Logging, Inc.	50 Loggers Lane	DeFuniak Springs	FL	32435		
Landrum Staffing Service	6723 Plantation Rd.	Pensacola	FL	32504		
Long Shot Transporting	13970 State Hwy 20 W	Niceville	FL	32578	1	
Lumber Locators LLC	12 Marlin Court	Santa Rosa Beach	FL	32459	1	
Mark Kirkland Construction Services, LLC.	3680 Charmaine Dr. B	Pensacola	FL	32526	1	
MDX Services LLC	1396 Hwy 71	Marianna	FL	32448	1	
Mike Turner's Vinyl Siding Inc.	5261 Crowson Rd	Pensacola	FL	32526		1
Morgan Marine Salvage & Recovery, LLC	288 Marsh DR	Freeport	FL	32439	1	
New View Land Clearing	1609 Deer Ave	Panama City	FL	32401	1	
North Florida Land Prep Inc.	11407 Hwy 2301	Youngstown	FL	32466	1	
OCDS 2018, LLC.	2207 East 6th Street	Panama City	FL	32401		
Pate Farms	2331 Horseshoe Loop	Bonifay	FL	32425	1	1
PBrown Builders, LLC	4231 Cherry Laurel DR	Pensacola	FL	32504	1	1
PCE Disaster Contractor, LLC.	4019 Riverside Drive	Panama City	FL	32404	1	1
Pensacola Environmental Services, Inc.	P.O. Box 34450	Pensacola	FL	32507	1	1
Pensacola Tree Service	7085 Frank Reeder Rd	Pensacola	FL	32526	1	
Plant Welding Service Inc	5774 W. Spencer Field Rd	Pace	FL	32571	1	
Precision Emergency Response LLC	2251 Hwy 173	Bonifay	FL	32425		1
Prestwood All-Pro Services, Inc.	8485 Eight Mile Creek Rd	Pensacola	FL	32526		
RBM Contracting Services	PO Box 2174	Santa Rosa Beach	FL	32459	1	
RCG Enterprises, Inc.	1504 W. Intendencia St	Pensacola	FL	32501	1	5
Redmonds, Inc.	8606 Laird St.	Panama City Beach	FL	32408		
Register's Enterprises of Bay County, LLC.	9323 N. Hwy 231	Panama City	FL	32404	1	
Rimax Contractors	108 W. Mallory St.	Pensacola	FL	32501		
River Bend Trucking	2355 Horseshoe Loop	Bonifay	FL	32425	1	1
RME-Diver Commercial Diving LLC	109 Oak Ridge Place	Panama City	FL	32408	1	1
Robbins Contracting, LLC.	309 Elm Ave.	Panama City	FL	32401		
Rouse Stump Grinding LLC	841 Springtime St.	Wewahitchka	FL	32465		
Ryles Grassing, LLC.	PO Box 711	Baker	FL	32531		
Sean McKnight & Sons Landscaping & Tree Service	4200 Langley Ave.	Pensacola	FL	32504		
Smith & Associates, LLC	P.O. Box 1084	Gulf Breeze	FL	32562	1	1
Snelling Personnel Services	1613 St. Andrews Blvd.	Panama City	FL	32405	1	1
Solar Recycling	7508 Klondike Rd	Pensacola	FL	32526	1	
Sound Off Audio	15176 NW Magnolia Church Rd.	Altha	FL	32421	1	
Sterling Tree Services, Inc.	8500 Lillian Hwy.	Pensacola	FL	32506	1	2
Superior Waste & Land Clearing	8804 Sonnyboy Ln	Pensacola	FL	32514		
ThomCo Enterprises, Inc.	745 Hollywood Blvd. NW	Ft Walton Beach	FL	32548	1	2
Tindle Enterprises, Inc.	P.O. Box 969	Freeport	FL	32439		1
Top Flight Mowing, LLC	2243 Cricket Ridge Dr	Cantonment	FL	32533	1	1
Turn Key Marine Services, LLC	646 Anchors St NW #2	Fort Walton Beach	FL	32548		
Walts Landscaping	2601 Wild Lake Blvd	Pensacola	FL	32526		
Gaston's Tree Service LLC/ Wood Resource Recovery	6424 NW 19th DR	Gainesville	FL	32653		
Total Urban Forestry, Ilc	231 NE 11th St	Ocala	FL	34470	1	

➤ Quality Control

The purpose of a quality control plan is to provide guidance and consistent attention to workplace policies and procedures in order to facilitate efficient, effective and safe debris removal and reduction. **CrowderGulf's success in managing quality is achieved by our commitment and attention to the people, processes, and procedures involved in our projects. This starts with identifying and communicating the following Fundamental Values to Quality**

Our complete QC plan will be provided upon request.

➤ Health and Safety

CrowderGulf's Philosophy of Safety

All company operations are managed with an aggressive and proactive commitment to the safety and well being of employees, subcontractors and the public at large. We believe that this commitment to safety must go hand-in-hand with our commitment to quality production and cost efficiency. CrowderGulf believes that ALL injuries and accidents are preventable through the establishment of and compliance with safe work procedures. Therefore, the prevention of bodily injury and the safeguarding of health are the first considerations in all workplace actions and are the responsibility of every employee and subcontractor at all levels.

This philosophy is reinforced and fulfilled as defined below:

- The CrowderGulf Safety Plan for the City shall be in place at all times to provide mandated directives, required actions, procedures and guidance for all levels of employees from initial response to final closure. The Safety Plan is intended to ensure that all employees work safely and remain safe.
- At all times, CrowderGulf will comply with appropriate safety/ security laws and regulations such as those established by:
 - The Occupational Safety and Health Act (OSHA),
 - The EPA (Environmental Protection Agency),
 - The DOT (Department of Transportation),
 - All other applicable federal, state and local safety and health regulations, and any additional safety standards required by the City

Corporate Commitment to Safety

CrowderGulf is committed to providing an accident free experience for our employees, subcontractors, visitors to our work sites and to the public we encounter during the execution of our projects. Our leadership team is firmly committed to the belief that "All Accidents Are Preventable". To emphasize our commitment to achieving an accident free experience in every CrowderGulf project, the company's senior executive, Mr. John Ramsay, serves as the senior Safety Official. Mr. Ramsay's personal attention to CrowderGulf's safety, health and accident prevention performance establishes an absolute standard of top priority for all personnel throughout the organization.

Many companies have written safety plans for individual safety topics, but few have a comprehensive plans designed to drive all company operations. CrowderGulf's corporate commitment to safety starts with its written Health and Safety Plan and includes all facets of company planning and operations. Our complete 368 page CrowderGulf Health and Safety Plan is available upon request.

Safety Performance Summary

CrowderGulf takes tremendous pride in our safety record. Since 2012, CrowderGulf has received no citations, notifications or violations, pertaining to OSHA, or state OSHA. In that time period, CrowderGulf has worked approximately 739,881 and experienced a total of 3 recordables, which is well below industry standards and the last recordable incident took place in 2011. CrowderGulf believes that providing the safest possible work environment is most beneficial for the company, and our clients.

CrowderGulf employs a full time safety manager and maintains an up to date, all inclusive safety manual pertaining to all of CrowderGulf's vast job scope. We also believe that training, communication and monitoring are the best ways to obtain a safe work environment. CrowderGulf policy is that daily tool box meeting are mandatory, and the JSA process is to be used as a communication tool for our workers. Every person involved in a CrowderGulf project has not only the right, but the responsibility to stop the job if an unsafe act or situation is discovered, or if there is a need for more understanding of the work process. These factors have allowed us to perform above average in regards to our safety record.

Year	Hours Worked	OSHA Recordable	Days Away From Work Cases	R.I.F Rate (Recordable Incident Frequency)	D.a.r.t. Rate (Days Away, Restrictions, or Transfers)
2018	173,960	0	0	0	0
2017	148,975	0	0	0	0
2016	111,243	0	0	0	0
2015	94,222	0	0	0	0
2014	89,478	0	0	0	0
2013	92,630	0	0	0	0
2012	59,373	0	0	0	0

As of June 1, 2019 CrowderGulf has completed the last 3,010 days of work recordable free.

We have included our most current OSHA Form 300A – Summary of Work-Related Injuries and Illnesses as additional documentation of our exemplary safety record. Previous year's forms can be provided upon request

OSHA's Form 300A
Summary of Work-Related Injuries and Illnesses Year: 2018 Form approved OMB no. 1218-0170

All establishments covered by part 1904 must complete this Summary page, even if no work-related injuries or illnesses occurred during the year. Remember to review the Log to verify that the entries are complete and accurate before completing this summary. Using the Log, count the individual entries you made for each category. Then write the totals below making sure you've added the entries from every page of the Log. If you had no cases, write "0". Employees, former employees, and their representatives have the right to review the OSHA Form 300 in its entirety. They also have limited access to the OSHA Form 301 or its equivalent. See 29 CFR Part 1904.35 for further details on the access provisions for these forms.

Number of Cases		Number of Days		Injury and Illness Types	
Total number of deaths	Total number of cases with days away from work	Total number of cases with job transfer or restriction	Total number of other recordable cases	Total number of days away from work	Total number of days of job transfer or restriction
(a) 0	(b) 0	(c) 0	(d) 0	(e) 0	(f) 0
Injury and Illness Types		Injury and Illness Types		Injury and Illness Types	
(1) Injuries 0	(4) Poisonings 0	(7) Skin Disorders 0	(10) Hearing loss 0	(13) Respiratory conditions 0	(16) All other illnesses 0

Post this Summary page from February 1 to April 30 of the year following the year covered by the form.

*Public reporting burden for this collection of information is estimated to average 50 minutes per response, including time to review the instructions, search and gather the data needed, and complete and review the collection of information. Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number. If you have any comments about these estimates or any other aspect of this data collection, contact: US Department of Labor, OSHA Office of Statistics, Room N-3054, 200 Constitution Avenue, NW, Washington, DC 20210. Do not send the completed forms to this office.

Facility Information:

Establishment name: CrowderGulf
Street: 5430 Business Parkway
City: Theodore
State: AL

Industry description:

Standard Industrial Classification (SIC): 238900

Employment Information (If you don't have these figures, see the Worksheet on the back of OSHA Form 300A to estimate)

Annual average number of employees: 54
Total hours worked by all employees last year: 174,822

Sign here
I certify that I have examined this document and that to the best of my knowledge the figures are true, accurate, and complete.
Signature: [Signature]
Date: 2/5/2019
Title: Safety Manager

CrowderGulf's Site Specific Safety Plan

The Accident Prevention Plan (APP) and Site Safety and Health Plans (SSHP) for the City shall include the following commitments:

- Maintaining a safety and health program that meets the requirements of OSHA and all applicable laws.
- Equipping employees and subcontractors with the required safety equipment, hard hats, clothing, and other safety materials necessary to perform specific work tasks.
- Preparing an Accident Prevention Plan (APP) and Site Safety and Health Plans (SSHP) to inventory and address specific work hazards.
- Providing employees and subcontractors with continuing safety and health training necessary to enable them to perform their work in a safe manner.

- Assuring that at no time, while on duty, may employees or subcontractors be under the influence of alcohol, narcotics, intoxicants or mind-altering substances. Violations of this policy may result in immediate dismissal.
- Assuring that employees and subcontractors be required to immediately report all accidents, injuries, and "near misses" to their supervisor.
- Conducting safety meetings to review past activities, plan for new or changed operations, review hazard analyses and establish safe working procedures.
- Communication of Health, Safety, Security and Environment (HSSE) standards will take place in orientation trainings, safety meetings specific to individual situations, daily tool box meetings, memo's and other ways CrowderGulf deems appropriate.
- Assuring that all associates, regardless of position know that they have the right to "Stop the Job" in the event of a HSSE deficiency.
- Conducting Job Hazard Analyses (JHA) to define the activities being performed, the sequences of work, the specific hazards anticipated, and the control measures to be implemented to eliminate or reduce each hazard to an acceptable level.

A list of local Hospitals, Police Stations, and Fire/Emergency Response Stations will be provided as part of the Safety Plan after project activation.

SAFETY WILL BE THE PARAMOUNT CONCERN AT ALL TIMES

➤ Environmental Sensitivity

CrowderGulf is committed to unequivocal protection of the environment at all work sites and surrounding areas. This is accomplished by attention to organizational, operational and performance details. CrowderGulf personnel or subcontractors assigned to specific contractual duties that substantially impact environmental quality (i.e., incinerator operators) will have the quality of their work continually evaluated by a senior supervisor. Employees with duties partially or indirectly applicable to environmental protection will have those duties evaluated daily, whether relating to noise, smoke, dust, traffic, drainage or general containment actions or containment actions specifically related to hazardous materials.



Regulatory Permits and Compliance

CrowderGulf will ensure all applicable permits are obtained before work is started, including but not limited to the following:

- Air Quality
- Forestry
- Storm Water
- Reclamation of Surface Mining Sites
- Ground and Surface Water
- Local Health Department Permits

We work in full regulatory compliance with all agencies involved in disaster recovery including, but not limited to:

- Federal Emergency Management Agency (FEMA)
- Federal Highway Administration (FHWA)
- Environmental Protection Agency (EPA)
- United States Coast Guard (USCG)
- United States Army Corps of Engineers (USACE)
- Florida Department of Environmental Protection
- Florida Department of Health
- Florida Department of Transportation

Environmental and Historic Considerations

State and local regulations, laws and ordinances will be addressed and followed for all environmental and historic preservation issues. The following list provides a brief review of the primary Federal laws which must be considered during debris management practices.

- National Environmental Policy Act
- Clean Water Act
- Clean Air Act
- Coastal Barrier Resources Act
- Resource Conservation and Recovery Act
- Endangered Species Act
- Coastal Zone Management Act
- Fish and Wildlife Coordination Act
- Wild and Scenic Rivers Act
- Executive Orders
- National Historic Preservation Act



Specific Environmental Concerns

Spills or Leaks

Should a spill or leak occur during performance of this contract, CrowderGulf will report the spill or leak to the City. CrowderGulf shall be responsible for cleaning up all spills in compliance with federal, state, and local laws and regulations and at no cost to the City or other government entities.

Asbestos Containing Materials

CrowderGulf is experienced and capable of managing the removal of asbestos containing material. If asbestos is encountered during a recovery effort for the City, CrowderGulf will utilize its resources to ensure all asbestos related activities are in accordance with Environmental Protection Agency (EPA) requirements, specifically the National Emission Standards for Hazardous Air Pollutants (NESHAP) 40 CFR Part 61, Subpart M.

CrowderGulf staff will always comply with all environmental laws and regulations. CrowderGulf will conduct all debris operations outlined in this proposal to meet the program standards provided for in the **FEMA 325 Debris Management Guide**. In addition, CrowderGulf will conduct all debris related operations in accordance with all applicable federal, state, and local laws, rules and/or regulations.

➤ Public Relations

After a disaster, residents want answers regarding recovery operations. CrowderGulf will work closely with the City to ensure that the residents are given accurate and timely information for their use and own individual planning purposes.

Developing a Public Information Campaign

Experienced CrowderGulf personnel will be available to assist the City in the development of a public information campaign. The information could include the parameters, rules and guidelines of debris operations so residents can begin their personal recovery activities. The language used will be simple and easy for all residents to understand. Materials and information may be distributed in more than one language for it to be understood by non-English-speaking populations and neighborhoods.

Distribution Strategy

The following are suggested vehicles for distributing the information:

- **Media** – Local television, radio, newspapers, or community newsletters
- **Internet Site** – City of Destin website
- **Public Forums** – Interactive meetings at town hall or shopping area kiosks
- **Direct Mail Products** – Door hangers, direct mail, fact sheets, flyers within billings, and billboards

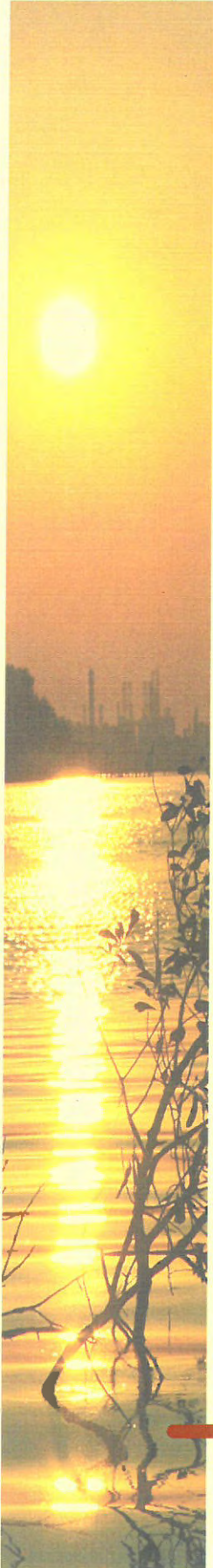
Updates and Redistribution

The public information strategy will be able to address changes and revisions as debris removal operations progress. During the early stages of the operations, distribution may rely on the immediate transmission of the information through radio and television, to update the general public regarding the debris removal operations. Once operations become more routine and predictable, the information can be distributed through the print media, such as newspapers, mailings, and flyers.

Debris Information Center

CrowderGulf can assist the City in establishing a temporary debris information center to address concerns and complaints, and answer questions that are not included in the public information campaign at-large. The debris information center may also be utilized to report fraud. Regardless of the venue, it will be important to address the residents' concerns, complaints, and questions in a timely and efficient manner. Feedback from the information center will give the Management Team an indication of how effective and efficient the operations are progressing. The City and the On-Site Management Team may use this information to adjust operations appropriately.

Key Personnel



❖ Key Personnel

CrowderGulf Disaster Management brings a responsible and experienced organization to partner with the City of Destin. CrowderGulf's extensive experience and personnel resources enables us to quickly assemble uniquely trained and experienced project teams and match specialized equipment and subcontractor resources with project execution requirements. All CrowderGulf officers, managers and supervisors have been involved in previous successful disaster related to debris operations and have been fully trained in quality control, safety, ethics and drug policies of CrowderGulf. Should we need their services we have additional management resources that include retired and semi-retired construction, City, County, FEMA, and Power Company professionals who are experienced in managing and inspecting disaster related work. We also have a standby agreement in place with various engineering companies to provide personnel for engineering services, if needed.

▪ Potential Destin On-Site Team Members Bios

The names and biographical information of CrowderGulf's professional staff that could be assigned to the City's Management Team are provided below. Each individual is very experienced in emergency debris management. Depending on the need, additional staff may service the City. All additional CrowderGulf staff added will be upon approval of the City.

Nick Pratt – Director of Operations

Mr. Pratt serves as CrowderGulf's Director of Operations. His ability to coordinate our field assets and subcontractor resources has proved invaluable to the overall success of our many projects. Nick began his work at CrowderGulf in 2004 as an equipment operator and crew foreman following Hurricane Ivan. Having completed this large debris removal operation with great success, Nick's talents and abilities were used again to provide field supervision over crews in Pascagoula, MS following Hurricane Katerina in 2005 and in Texas after Hurricane Ike in 2008. Nick supervised and managed several hauling crews until the final cleanup work was completed in Bolivar, Texas. Nick was promoted to Project Manager in 2010 and was assigned project management duties for the BP Deep Water Horizon Oil Spill cleanup. He initially handled all of the logistics for the Oil Spill project, putting hundreds of pieces of CrowderGulf equipment in place and directing and training hundreds for CrowderGulf employees throughout the operation. Nick has continued to assist our team by providing his expert knowledge and leadership in the field to complete any assignment given to him on or ahead of schedule. He has played a vital role as project manager for our large waterway debris removal contract with the New Jersey Dept. of Environmental Services, as a result of Hurricane Sandy in 2012. From 2012- 2018, Nick has worked numerous disaster responses for CrowderGulf providing Project Management and asset coordination assistance for multi-state responses. Most recently, Mr. Pratt worked to secure subcontractors, field personnel, equipment and assets in 2017 after Hurricane Harvey struck the Texas Coast. Hurricane Irma devastated Florida two weeks later and he remobilized and oversaw the same task items along the Florida Coast. He managed to supply necessary subcontractors and equipment to all **91 activated contracts** in Texas and Florida after those two historical storms. In addition, Mr. Pratt has been the Senior Project Manager in the field for the Florida Department of Environmental Protection waterway debris removal project that occurred after Hurricane Irma. Multiple Counties throughout Florida activated contracts and he worked with Project Manager to remove approximately **250,000 Cubic Yards** of waterway debris.



In (2018), Mr. Pratt provided leadership and resource assets for CrowderGulf's simultaneous activations in North Carolina following Hurricane Florence in which CrowderGulf had 20 contract activations and in the Florida Panhandle for 11 additional contract activations following the devastating Category IV, Hurricane Michael. Mr. Pratt's ability to assess each project's needs and assign personnel and inventory assets has been instrumental in our ability to meet each contract activation with the necessary resources to quickly and efficiently respond to each client. Mr. Pratt attended the University of South Alabama. He also holds certificates in CPR and First Aid, 40 hour HAZWOPER and refresher and in 30 HR OSHA Construction and has over a decade of Disaster Debris Management Experience. (NIMS Trained)

Barrett Holmes – Regional Manager

Mr. Holmes joined the CrowderGulf Management Team after more than 29 years of successful leadership and management experience with the United States Army Corps of Engineers with such elite groups as the Army European Command, the 1st Cavalry Division - III Corps, and the Japan Engineer District of the Pacific Ocean Division. From 2010 to 2014, Mr. Holmes was Senior Manager / Defense Coordinating Officer for the Federal Emergency Management Agency (FEMA), Region IV, Atlanta, GA. He is a successful manager with substantial experience in crises management and disaster responses to complex catastrophes.



Mr. Holmes has worked closely with authorities at all levels of government including governors, state emergency management directors and local officials. His most recent experience includes oversight of the entire cleanup operation in Hilton Head Island, SC after Hurricane Matthew. Mr. Holmes and his team handled Emergency PUSH Operations and removed and disposed of approximately **3,012,487 Cubic Yards of Debris**. His experience includes operations related to hurricanes Earl, Isaac and Sandy as well as the Gulf clean-up operations after the Deepwater Horizon oil spill. Mr. Holmes holds a Master of Science degree in Construction Management from the University of Florida and a Master of Science degree in Strategic Studies from the United States Army Senior Staff College. He is also affiliated with the Society of American Military Engineers, Army Engineer Association and the International Association of Emergency Managers. (NIMS Trained)

Don Madio – Regional Manager

Since 1999, Don Madio has served on more than 150 mid-to-large-scale disaster recovery and debris management projects. Don's seasoned portfolio offers a wide range of competent recovery and management disciplines, providing critical oversight to operational challenges and innovative project strategies that regularly exceed client expectations and project goals. Upon taking a position with CrowderGulf, Mr. Madio provided management and oversight for 7 debris removal and waterway projects, following Hurricane Matthew. These projects were successfully completed within the client's time frame and contract specifications. Following Hurricane Irma, Mr. Madio served as Florida's Regional Manager and was tasked to manage all Florida debris removal operations throughout the State. He and his team of Project Managers and Field Supervisors managed 64 successful debris management and waterway projects, helping to remove and dispose of over **11.8 MILLION CUBIC YARDS** of Hurricane Irma generated debris. Recently, Mr. Madio supervised and oversaw all of Hurricane Michael's debris management projects in Florida's Panhandle, where more than **15 MILLION CUBIC YARDS** have been removed and disposed. All the while, Don handled any challenges that the historic 2017 and 2018 Storm Season threw at him, transcending all client objectives. Mr. Madio is a graduate from the University of Florida. (NIMS Trained).

**Brian Smallwood – Regional Manager, LEED AP**

Mr. Smallwood graduated Auburn University in 2006 with a Bachelor's Degree in Building Science. After graduation, he worked as a Project Manager in Atlanta, GA for one of the largest general contracting firms in the nation. There he built a strong management foundation and obtained the necessary fundamentals to plan and coordinate with owners, engineers and government officials. Mr. Smallwood has the skills to estimate, propose, contract, coordinate, schedule, manage, budget, document and close-out a project from start to finish. Mr. Smallwood is often the first employee on the ground after a disaster. His fast mobilization time is of great benefit to clients as it generates an extremely quick start time. Mr. Smallwood has the ability to accurately assess damaged areas to help municipalities plan for a recovery effort.

Mr. Smallwood took on the role of Regional Manager during the activation that took place after Hurricane Harvey. He oversaw ALL 26 contract activations throughout the State of Texas. He and his team removed and disposed of approximately **4.7 MILLION CUBIC YARDS** of Debris. In 2016, he worked during Hurricane Matthew with the South Carolina Department of Transportation removing and disposing of approximately 500,000 Cubic Yards of Debris. He managed 6 separate Debris Management Sites for both State and County Roads and coordinated assets and resources for a population of over 315,000 residents. Mr. Smallwood serves as the Contract Representative for pre-event contracts in Alabama, Florida, Mississippi, Louisiana, Washington and California. His role in servicing contracts include conducting yearly training sessions, determining high risk areas within a community, locating debris storage sites, determining final debris disposal locations and discovering methods and options for recycling and reuse of debris.



Mr. Smallwood is a LEED Accredited Professional with certifications in NPDES and FEMA courses. Mr. Smallwood has a current OSHA 30 and HazWoper 40 certification. Mr. Smallwood also holds the General Contractors license for CrowderGulf in the State of Florida. (NIMS Trained)

Wilber Ledet – Senior Project Manager

Mr. Ledet's disaster experience with CrowderGulf began after Hurricane Ike with the managing of the wet debris targets identified by sonar from West Galveston Bay, Tiki Island and Omega Bay, TX. This project also included his expertise in managing the stored vessel reclamation program in which he assisted in the removal of hazardous substances from the vessel and coordinated its proper disposal. From 2010 to 2012, Mr. Ledet managed up to 800 Hazwoper certified responders and facilitated meetings with Environmental Teams and BP officials, serving as project manager, assigned to the Deepwater Horizon Oil Spill. In 2012, following Hurricane Isaac, Mr. Ledet was assigned as Project Manager to oversee the sand removal, sand screening and beach berm construction for the Town of Dauphin Island, AL. This project included sea oat replacement, and the management of the right of entry program for sand reclamation on private property. Following Super Storm Sandy in 2012, Mr. Ledet was assigned as project manager to oversee the wet debris removal from Barnegat Bay, NJ, and successfully completed removal and disposal of over 700,000 yards of wet debris. Mr. Ledet has also served as Project Manager for Ice Storm Pax (NC), and 2014 Tornado Outbreak in Limestone County (AL). Mr. Ledet worked as the Project Manager after the 2015 Severe Floods that devastated Columbia County (SC) in early October, 2015. Most recently, Mr. Ledet managed the floods in Ouachita Parish (LA) and Brazoria County (TX). In late 2016, the City of Central (LA) suffered some severe flooding and Wilber lead the CrowderGulf Team during the removal operations within the City and East Baton Rouge Parish. Mr. Ledet also was the Senior Manager on Hilton Head Island (SC) which resulted in the removal and disposal of over **2.8 Million Cubic Yards** of debris. After Hurricane Matthew, he worked on the waterway debris removal project in Brevard and Volusia County (FL) for the Florida Department of Environmental Protection. In 2017, Mr. Ledet was deployed to **Aransas County, Rockport and Corpus Christi after Hurricane Harvey** caused extensive damage to the area. As Senior Project Manager, he was in charge of all 3 locations and he and the CrowderGulf Team removed and disposed of approximately **2.5 Million Cubic Yards** of debris. In 2018, Mr. Ledet's served as Senior Project Manager overseeing North Carolina Contracts following Hurricane Florence.



■ Corporate Management Team / Top Level Management Personnel

The personnel listed below bring a wealth of disaster debris removal and management experience. They have been involved in management and operational decisions of all past contract activations for the past 10 years. The knowledge and expertise make them invaluable assets to any debris removal operation from startup to final invoicing and reconciliation.

John Ramsay – Chief Executive Officer & President

Mr. Ramsay is a graduate of Auburn University with a degree in Agriculture and has over 45 years of experience in storm debris removal and reduction operations and management. Working all disaster work since Hurricane Camille, in 1969, Mr. Ramsay is one of the foremost experts in all phases of a debris operation, including removal, reduction, recycling and disposal. As one of the owners and the founder of CrowderGulf, he takes a personal interest in each of the municipalities we have served over the years. In non emergencies, Mr. Ramsay is a well respected member of the timber industry. His experience in agriculture, farming, and silviculture provides opportunities for CrowderGulf to leverage additional services and expertise to our clients. He is well respected in the field and his technical advice has been and continues to be sought after by other contractors, municipalities, and various agencies such as Wildlife and Fisheries. Mr. Ramsay has been especially involved in creating innovative ways to recycle debris wastes. (NIMS Trained)



Ashley Ramsay-Naile – Senior Vice President and Chief Operating Officer

Mrs. Ramsay-Naile is a Graduate of the University of South Alabama. She has been involved in managing the day to day business of CrowderGulf operations since 1995 when Hurricane Opal impacted the Florida Panhandle. She has played a vital role in establishing the Disaster Administration Office (DAO) in which she has structured and managed since its acquisition. As Chief Operating Officer for CrowderGulf, her role has provided a liaison to clients, logistics coordination with our field operations, contract negotiations, preparation of proposals, subcontractor coordination, field supervisor, project management, and all aspects of back office activities including accounts payable, accounts receivable and human resources. In 2012, Mrs. Ramsay-Naile was appointed by Governor Robert Bentley, to the Alabama State Workforce Investment Board. (NIMS Trained)

**Margaret R. Wright, Ph.D. – Senior Documentation Director**

Dr. Wright has over 25 years of professional training and managerial experience. As a vital member of CrowderGulf's Senior Management Team, her roles include technical proposal writing, training developer and facilitator, regulations compliance, management of record keeping, including day-to-day operations of work completed, communication and coordination with contracting entities during reconciling process, and conducting formal evaluations at completion of projects. Dr. Wright has worked in field operations setting up and managing field offices, hiring and training personnel to work with all required documentation, and at CrowderGulf's Disaster Assistance Office (DAO) after all major disasters since 2003. In 2017, Dr. Wright worked **onsite** with our Client and their monitoring firm to assure that documentation and FEMA reimbursement went smoothly after Hurricane Hermine caused damage in the Florida. She worked to properly invoice and document approximately 9 Million Dollars for the City of Tallahassee and Leon County. Most recently, she and her team worked to invoice and reconcile over **180 Million Dollars for Hurricane Irma and over 86 Million for Hurricane Harvey.** (NIMS Trained)

**Raymond "Buddy" Young – Regional Director**

Mr. Young was **Regional Director of FEMA Region VI from 1993 – 2001** and served as Administrator for 133 federally declared disasters and emergencies. He is nationally known and recognized in the Emergency Management field and is extremely knowledgeable about FEMA policies and procedures. He is a retired Captain of the Arkansas State Police where he served for 26 years. As the Director of Operations, Mr. Young has been directly involved in the field operations for all major disasters from Hurricane Isabel in 2003. Mr. Young's FEMA knowledge and experience is invaluable to both CrowderGulf and all clients as decisions must be made during the cleanup operation. Mr. Young is one of the most knowledgeable people working in the debris management field with firsthand experience in managing major disasters. He is also a current member of the Board of Directors for Disaster Recovery Contractors Association (DRCA). (NIMS Trained)

**Gary Jones – FEMA Specialist and Technical Assistance Manager**

Mr. Jones has over 28 years working for the Federal Emergency Management Agency (FEMA). He served as **Deputy Regional Director of FEMA Region VI for 17 years**. During those 17 years as Deputy, he also served as Acting Regional Director for 4 years. Mr. Jones was responsible for administration of emergency management programs in the FEMA Region VI states of Arkansas, Louisiana, New Mexico, Oklahoma, and Texas. He provided direct oversight and implementation of response and recovery operations for presidentially declared disasters in the five-state region. Additionally, Mr. Jones served as a Branch Chief managing several Technological Hazards Branch programs to include Radiological Emergency Management Preparedness, Radiological Defense, Haz. Materials, Earthquake and Hurricane Preparedness, Dam Safety and Chemical Stockpile Emergency Preparedness programs. He was designated Federal Coordinating Officer for Hurricanes Katrina, Rita and Georges and provided executive leadership to over 300 federally declared disasters. Mr. Jones has a Master's Degree from Tulane University and a Bachelor's Degree from the University of Arkansas. (NIMS Trained)



Reid Loper – Vice President, LEED AP

Mr. Loper previously worked as a project manager for a commercial construction company in Atlanta, Georgia, prior to choosing to return to the Gulf Coast. The time spent in Atlanta gave him vast knowledge in management, estimating, schedule and budget supervision. Mr. Loper has estimated over \$200 million of work and completed over \$100 million in commercial construction. He graduated from Auburn University with a bachelor's degree in Aerospace Engineering where he worked as a research and design student. Mr. Loper started his career with CrowderGulf in 2010, as Senior Project Manager (SPM) for the BP Oil Spill. As SPM, his role was managing over 1,200 personnel and 600 pieces of equipment. Managing several projects at once is Mr. Loper's strong point and the BP project consisted of simultaneously managing more than eight different major projects throughout the Alabama Gulf Coast for the BP Deep Horizon oil spill operation. These projects ranged from sand screening, dredging, hazardous waste handling and vessel operations, to side scan sonar work. All projects have cumulatively exceeded \$130 million in invoicing and total project cost.



In 2012 Mr. Loper took on the task as SPM to oversee CrowderGulf's Hurricane Sandy Response for the New Jersey Department of Environmental Protection Agency. The work consisted of waterway, marine, and marsh debris removal, totaling in over 450,000 cubic yards of debris removed and 109 vessels recovered. The project was called "Unprecedented" by the DEP commissioner as the largest waterway debris removal operation and set new guidelines with the Federal Government on how marine debris and dredging operations are conducted. While in New Jersey, Mr. Loper also managed a flood prevention (Harding) project using HESCO barriers, for JP Morgan Chase's national data center in Carlstadt, NJ. This project used temporary structures to effectively raise the building's relative flood plain. Towards the end of 2014 and his stay in New Jersey, Mr. Loper oversaw the removal of 6 massive derelict house boats in Southern New Jersey, which was funded under a NOAA Grant for coastal restoration and improvements. Mr. Loper is NIMS certified and holds general contractor licenses in the following states: Virginia, South Carolina, Georgia, Alabama, Mississippi, and Louisiana. (NIMS Trained)

John Campbell – Regional Director

Mr. Campbell has experience in disaster response planning and management since 1968. He has a B.S. degree in Political Science from the University of Southern Mississippi and a Masters degree in Logistics Management from the Florida Institute of Technology. After retirement from the U.S. Army as a full Colonel with 30 years of service, he served for six years as Chief of Operations for Lee County Emergency Management in Fort Myers, Florida. He has direct experience in debris recovery operations from Hurricane Iniki in Hawaii and Hurricanes Charley, Ivan and Wilma that impacted Southwest Florida. He also provided mutual aide to Escambia County, Florida following Hurricane Ivan. During his 36 years of public service, he amassed an extensive background in high-level management, disaster response and training. He also trains CrowderGulf clients in all facets of debris management, Incident Command System (ICS), National Incident Management System (NIMS) and the FEMA PA program process. Mr. Campbell was previously qualified as an accredited Professional Emergency Manager through the Florida Emergency Preparedness Association (FEPA) and remains active in the organization. (NIMS Certified Instructor)



Disaster Administration Office Team

Leigh Anne Ryals, ALEM, CLEM – Emergency Management and Quality Control Specialist

Mrs. Ryals has over 17 years of experience and training in Emergency Management. She has 11 years serving as an Emergency Management Director and 5 years serving as a Disaster Public Information Officer. She has worked 12 Presidential Disaster Declarations and one Incident of National Significance, the Deep Water Horizon oil spill, and of those disasters she served as Incident Commander for eight of those events. She is extremely knowledgeable with FEMA's public assistance policies and procedures and has been successful in the FEMA appeals process. She has served as a member of the FEMA Hurricane Liaison Team and testified before the 110th and 111th U.S. Congress on Hurricane Katrina Preparedness and Response Initiatives – Best Management Practices. Mrs. Ryals learned first-hand the type of documentation and determination it takes to be successful in an OIG / FEMA audit. She obtained valuable knowledge in documentation proper damage survey, reports/technical writing, and extensive knowledge on FEMA policy and procedure.



Mrs. Ryals is a Licensed and Certified Alabama Emergency Manager; and serves as a NIMS 300 & 400 Course Instructor and holds numerous FEMA and State Emergency Management Certifications. (NIMS Certified Instructor)

Jeff Zemlik – Safety Manager

Mr. Zemlik has been affiliated with the construction industry since a young age, starting his safety career by managing the safety department of his family's masonry company, which completed over 1.5 million safe work hours. His past projects have included the State of New Jersey after Hurricane Sandy in 2012, developing and directing the safety program for the BP Oil Spill for the State of Alabama, constructing the largest indoor primate house at Chicago's Brookfield Zoo and reworking furnaces in and around the steel mills of Gary, Indiana. He is currently charged with overseeing the Safety Department for CrowderGulf. Mr. Zemlik is a graduate of Indian River State College, earning degrees in both Organizational Management and Occupational Health and Safety. Currently he is enrolled at Columbia Southern working toward his masters in Occupational Health and Safety.

Mr. Zemlik holds certifications in USACE Construction Quality Management, USACE 385-1-1 40 hour, 40 hour HAZWOPER certificate and Instructor, SONS & TWIC, OSHA 10 hour General Industry, OSHA 510 & 500, Leadership & influence, DOT Supervisor and Root Cause & Incident Training. (NIMS Trained)

**Wesley Naile - Contracts Manager**

Mr. Naile has had experience in the disaster and recovery field since 2004 when he served in Volusia County, Florida as a CrowderGulf's Field Manager during Hurricane Charley, Frances and Jeanne. In 2005, he was assigned the role of Logistics Coordinator working out of the disaster administration office, coordinating materials, equipment and subcontractors to CrowderGulf's clients. Mr. Naile's roles now include the management of the pre-event contracts database information, coordinating with new and existing clients in establishing pre-event contract awards and contract documents and coordinating with clients on contract renewals. In 1999, he worked for Gulf Equipment Corporation Wireless Telecom Division on the southern east coast doing tower site build out. He has attended the University Of South Carolina Of Beaufort. He also served three years in the U.S. Army as a 12B Combat Engineer with an honorable discharge. (NIMS Trained)

**Andrew "Drew" Sprinkle - Project Manager**

Prior to joining the CrowderGulf team, Mr. Sprinkle worked as an Account Manager for a third party logistics provider in Chattanooga, TN. In this position, he managed multiple high volume logistics accounts for customers in the construction and steel industries. The cradle-to-grave business model of this company allowed Andrew to oversee all aspects of his accounts, giving him valuable knowledge in the many areas of project management. Upon coming aboard with CrowderGulf, Mr. Sprinkle was involved in debris removal and haul out operations in the Corpus Christi, TX area following hurricane Harvey. Most recently, Mr. Sprinkle worked as a Project Manager in Collier County, FL on a waterway debris removal project. Mr. Sprinkle has a BSBA Degree from Auburn University in Supply Chain Management. While studying at Auburn, Mr. Sprinkle served as a Student Project Management Consultant intern for the Port of Catania in Sicily, Italy. While there, he worked within a team of other international students to develop a solution plan that would allow for an increase in port traffic while maintaining safe and efficient operations. He holds certifications in OSHA 30, TWIC, and NIMS.

**Clayton Young – Senior Project Manager**

Mr. Young has been employed with CrowderGulf since 2010. He has served as the Texas and Louisiana client representative in that time, as well as project manager for a number of disaster activations. He spent parts of 2010-2011 in Galveston County Texas overseeing operations for a buyout mitigation program that turned 800 properties destroyed by Hurricane Ike, into green space on the Bolivar Peninsula. He was responsible for bidding and estimation of cost and reconstruction of these properties. After that project was completed, he spent time as a field supervisor in Alabama after the tornado outbreak in 2011. Mr. Young was promoted to a project manager and oversaw debris removal efforts in North Carolina for the NC DOT after Hurricane Irene, Montgomery and



Waller Counties in Texas after they were flooded on April 15, and Memorial Day in 2015. In addition, he was called to action in Central Louisiana for flood cleanup in 2016.

In 2017, Hurricane Harvey caused significant damage to the entire State of Texas and Clayton served as project manager for the Cities of Dickinson, Friendswood, La Marque, Santa Fe, Clear Lake Shores, Jones Creek, Lake Jackson and Galveston County. After completing those projects in 2018, he switched gears and managed waterway restoration projects under a contract with the Texas General Land Office on the Colorado, San Bernard, and Brazos Rivers, as well as Chocolate Bayou and Oyster Creek. In late 2018, after Hurricane Florence hit the East Coast and Carolinas, he managed the debris recovery operations in Duplin County North Carolina. In early 2019, Mr. Young headed back to the City of Dickinson, TX as project manager for the Dickinson Bayou cleanup and de-snagging project under the Natural Resources Conservation Service (NRCS)

Mr. Young has spent time studying and living abroad which has given him unique worldview and the ability to understand and communicate with a wide range individuals. He understands the bid process, contracting, mobilization, operation management, documentation and close out of disaster recovery projects. He excels at building close client relationships, business development and servicing pre-event contracts for Client's needs such as training and pre-planning. Clayton graduated from the University of North Texas where he focused on Entrepreneurial Management and International Business Practices. NIMS Trained

Amber Ramsay – Public/Community Relations and Marketing Manager

Ms. Ramsay has been CrowderGulf's Public/Community Relations and Marketing Manager since 2004. Throughout the year she interfaces with Clients and acts as CrowderGulf's (continuing education) Conference Coordinator. During a disaster, one of her main responsibilities is to liaison between CrowderGulf's Project Managers and USACE, elected officials, public work directors, incident commanders of Emergency Operations Centers and Clients. She coordinates directly with Public Information Officers and assists in the release of pertinent debris recovery operations to the citizens. Some of her field experience includes Field Supervisor in Pascagoula, MS after Hurricane Ivan in 2004, Lake Charles, LA after Hurricane Rita in 2005, Deere Park, TX after Hurricane Ike in 2008, and in Edenton, NC after Hurricane Irene in 2011 and Dauphin Island, AL after Hurricane Isaac in 2012. Prior to coming to CrowderGulf she was a Marketing/Sales Manager for McKenzie-Childs in New York City for 10 years. Ms. Ramsay is a Graduate of Auburn University. (NIMS Trained)



Gina Walley – Accounts Receivable Manager / Documentation Specialist

Ms. Walley has been the Accounts Receivable Manager and Documentation Specialist since 2005. She continually interfaces with clients and client representatives to build a strong team relationship to provide accurate documentation to support CrowderGulf work and eligibility. She works closely with clients during FEMA audits to provide necessary documentation in a timely manner. Her background in Computer Engineering Technology has helped her in creating and managing all in-house databases. Each database is specifically designed to meet the client's needs. In addition to client databases, she also builds databases that house pertinent company data such as contract information, subcontractor information and historical CrowderGulf information. Shortly after Hurricane Ike in 2008, she teamed with a programmer to build a unique and powerful database that has proven to increase accuracy in data recording. Ms. Walley's experience has spanned across more than 20 major hurricane events as well as numerous non-disaster related projects. (NIMS Trained)



Jenny Todd – Subcontractor Compliance Manager

Ms. Todd manages, develops and promotes CrowderGulf's Subcontracting Department focusing on Small/Minority Business subcontractors for each region. Her focal point is to contact and localize subcontractors during and after the RFP development phase in an effort to maintain community involvement and maximize local small /minority businesses participation. In 2003, she earned a Bachelor of Science degree in Marketing and a minor in Mathematics from the University of Alabama. After graduation, she joined a law firm in Tuscaloosa. In 2005 she joined the CrowderGulf Team which was during the rebuilding process along the Gulf Coast after Hurricane Katrina. The legal experience she gained made her the ideal candidate to oversee the subcontracting operations. (NIMS Trained)



Resumes will be provided upon request.

No employee identified for anticipated assignment to the City's Site Management Team has ever been a defendant in any proceeding involving or arising out of debris removal services.

Additional Personnel

The following is a partial list of CrowderGulf's available management, administrative, and supervisory personnel (full resumes are available upon request) who, depending on the scope of work, may be assigned to the contract:

Full Time and DAO Personnel

Personnel	Debris Management Skills	Personnel	Debris Management Skills
John Aaron Ramsay	Superintendent, Sub Contractor Crew Foreman	Andrew Sprinkle	Field Supervisor
Lyman M. Ramsay	Senior Project Manager	Tom Robinson	Field Supervisor
James Thompson	Foreman	Kelly Williamson	Subcontractor Accounts Payable Mgr, DAO
Ercil Goodwin, PLS	Professional Land Surveyor, Project Manager	Gabriel Rel	Field Supervisor
Hough Holton	Project Manager/Field Supervisor	Jim Rinehart	Field Supervisor
Mike Moulder	Project Coordinator	Donna Suters	Accounting, Documentation Management
Howard Turner	Project Manager/Field Supervisor	Jenny James	Accounting, Documentation Management
John Bush	Project Coordinator/Field Supervisor	Mary Turner	Logistics, Contract Management
Daryl Moulder	Field Supervisor	Desiree Matlack	Project Manager, Field Supervisor
Larry Hedgepath	Project Manager, Account Manager	Charles Clark	Field Supervisor
Kelly Pridgen	Project Manager, Account Manager	Ronald Thorson	Field Supervisor
Melinda Edwards	Executive Administrative Assistant	Kerrie Noll	RFP Coordinator

Additional Field Personnel

Personnel	Debris Management Skills	Personnel	Debris Management Skills
Jay Bender	Project Manager	Jan Leggett	Project Manager
Patrick Bernier	Project Manager	Lee Leggett	Project Manager
Anthony Bishop	Project Manager	Leigh Loper	Project Manager
James Brewer	Project Manager	Mark Loper	Project Manager
Isam Brisco	Project Manager	Matt Lucas	Project Manager
Jesus Carretie	Project Manager	Barry Lund	Project Manager
Vance DeHart	Project Manager	Desiree Matlack	Project Manager
Cliff Drinkwater	Project Manager	Lew Najor	Project Manager
Ronnie Duhon	Project Manager	Jim Poore	Project Manager
Ron Edge	Project Manager	Mark Powell	Project Manager
Dru Fontenot	Project Manager	Jim Ransom	Project Manager
Ken Francisco	Project Manager	Gabriel Rel	Project Manager
Kenny Fredriksen	Project Manager	Sam Roberts	Project Manager
Jim Frye	Project Manager	Tom Robinson	Project Manager
Ray Gill	Project Manager	Tim Smith	Project Manager
Eric Hall	Project Manager	Ron Thorson	Project Manager
LD Harris	Project Manager	Howard Turner	Project Manager
Roy Hayes	Project Manager	Joe Van Vactor	Project Manager
Dan Hayes	Project Manager	Freddy Willis	Project Manager
Joe Hayes	Project Manager	Mike Wimberly	Project Manager
Philip Hill	Project Manager	Mary Ann Wolfson	Project Manager
Barton Holmes	Project Manager	Marc Wolfson	Project Manager
Gene Hope	Project Manager	Charles Wright	Project Manager

➤ Personnel Certifications and Understanding of Governmental Programs

CrowderGulf's management team includes previous FEMA Directors, Emergency Managers and FEMA trained Debris Specialists. Numerous certifications are held by all of our key management staff as well as our field operations staff. This wealth of knowledge is used to assist our clients in complying with FEMA guidelines and completing any and all paperwork that they may be called upon to provide FEMA, FHWA or the Office of Inspector General. Our staff is well-versed in the Code of Federal Regulations (44 CFR), FEMA's Debris Management Guide (FEMA 325), and Public Assistance Debris Monitoring Guide (FEMA 327). Today, the staff holds numerous FEMA course certifications and a number of OSHA Health & Safety and Hazardous Materials certifications. CrowderGulf employees are required to attend State and National conferences and training classes for continuing education credits and certification maintenance on a yearly basis.

Additional Courses that are relevant to Debris Management that are held by staff members include the following:

Course No.	Course Name	Course No.	Course Name
IS 1	Emergency Program Mgr.	IS-75	FEMA Military Resources and EMA
IS-2	Emergency Preparedness in the USA	IS-101/102	Deployment Basics
IS-5	Intro to Hazardous Materials	IS-111	Livestock in Disaster
IS-10/11	Animals in Disaster	IS-120	Introduction to exercises
IS-27	Orientation to FEMA logistics	IS-139	Exercise Design
IS-30/31	Mitigation eGrants training	IS-208	State Disaster Management
IS-45.11	FEMA Safety Orientation	IS-230	Principals of Emergency Management
IS-55	Household Hazardous Materials	IS-235	Emergency Planning
IS-240	Leadership & Influence	IS241	Decision Making and Problem Solving
IS-242	Effective Communications	IS-250	Emergency Support Functions
IS-324	Community Hurricane Preparedness	IS-403	Individual Assistance
IS-630	Intro to Public Assistance Process	IS-631	Public Assistance Operations
IS-632	Intro to Debris Ops in FEMA's PA Program		Oil and Hazardous Materials Response
G202	Debris Management	G363	Hurricane Readiness
G 385	Disaster Response and Recovery Operations	FEMA	EMI Professional Development Series
	Debris Management Planning Course for State Tribal and locals		Side Scan Sonar Systems Introduction and Side Scan Sonar Systems Operators Course
OSHA	HazWoper Training	ICS 363	Hurricane Readiness
	Asbestos Contractor Supervisor	L449	ICS Incident Command Train the Trainer
IS 100	Intro to ICS	IS 200	ICS for single resources & Initial Action Incidents
IS300	Intermediate ICS	IS 400	Advanced ICS
IS 700	Intro into the National Incident Mgt. System	NIMS 800a	National Response Plan
NIMS 700/701a	Multi Agency Coordination System (MAC)	NIMs 702	NIMS Public Information System
703	NIMS Resource Management	IS 803	Emergency Support Functions PW

CrowderGulf's Certifications & Training

The following is a short list of certificates and training specialized by CrowderGulf personnel. There are over 135 additional certifications and training certificates available upon request.



FEMA | Emergency Management Institute

Emergency Management Institute



This Certificate of Achievement is to acknowledge that

has reaffirmed a dedication to serve in times of crisis through continued professional development and completion of the independent study course

IS-00700a
National Incident Management System (NIMS)
An Introduction

(Issued this 24th day of March, 2017)



Signature of Instructor
Signature of Student
Signature of Evaluator

IS-00100 - Intro to Incident Command Systems

John Ramsay	Desiree Matlack	Margaret Wright
Buddy Young	Don Madio	Mark Loper
John Campbell	Donna Suters Eric Hall	Mike Moulder
Ashley Ramsay	Gary Jones	Nick Pratt
Amber Ramsay	Gina Walley	Reid Loper
Andrew Sprinkle	Jenny Todd	Ronald Thorson
Barrett Holmes	Jeff Zemlik	Vance DeHart
Brian Smallwood	Leigh Anne Ryals	Wes Naile
Charles Clark	Lisa Baldwin	Wilber Ledet
Clayton Young		

IS-230 - Principles of Emergency Management

Leigh Anne Ryals	Linda Lucas
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IS-00242 - Effective Communication

Reid Loper	Mike Moulder
Leigh Anne Ryals	

IS-00700 - Intro to National Incident Management System (NIMS)

John Ramsay	Don Madio	Margaret Wright
Buddy Young	Donna Suters	Mark Loper
John Campbell	Eric Hall	Mike Moulder
Ashley Ramsay	Gary Jones	Nick Pratt
Amber Ramsay	Gina Walley	Reid Loper
Andrew Sprinkle	Jenny Todd	Ronald Thorson
Barrett Holmes	Jeff Zemlik	Vance DeHart
Brian Smallwood	Leigh Anne Ryals	Wes Naile
Clayton Young	Lisa Baldwin	Wilber Ledet
Desiree Matlack		

IS-300 - Intermediate ICS

IS-300 Instructors: John Campbell and Leigh Anne Ryals

Reid Loper	Jeff Zemlik
------------	-------------

IS-00200 - ICS for Single Resources & Initial Action Incidents

John Ramsay	Donna Suters	Mike Moulder
Buddy Young	Don Madio	Mark Loper
John Campbell	Eric Hall	Nick Pratt
Ashley Ramsay	Gary Jones	Reid Loper
Amber Ramsay	Gina Walley	Ronald Thorson
Andrew Sprinkle	Jenny Todd	Vance DeHart
Barrett Holmes	Jeff Zemlik	Wes Naile
Brian Smallwood	Leigh Anne Ryals	Wilber Ledet
Clayton Young	Margaret Wright	

IS-00235 - Emergency Planning

Leigh Anne Ryals	Linda Lucas
------------------	-------------

IS-00632 - Intro to Debris Opers in FEMA's Public Asst. Program

Reid Loper	Donna Suters	Mike Moulder
	Leigh Anne Ryals	

IS-00800 - Intro to National Response Plan (NRP)

John Ramsay	Clayton Young	Margaret Wright
Buddy Young	Donna Suters	Mark Loper
John Campbell	Don Madio	Mike Moulder
Ashley Ramsay	Eric Hall	Nick Pratt
Amber Ramsay	Gary Jones	Reid Loper
Andrew Sprinkle	Gina Walley	Ronald Thorson
Barrett Holmes	Jenny Todd	Vance DeHart
Brian Smallwood	Jeff Zemlik	Wes Naile
Charles Clark	Leigh Anne Ryals	Wilber Ledet

IS-400 - Advanced ICS Command & General Staff IS-400

Instructors: John Campbell and Leigh Anne Ryals

Reid Loper	Jeff Zemlik
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OSHA 30 Hour – Construction			Hazwoper – Hazardous Waste Operations and Emergency Response		
John Ramsay Buddy Young John Campbell Barrett Holmes Brian Smallwood Clayton Young Eric Hall Ronald Thorson Mike Moulder Mark Loper	Jeff Zemlik Lisa Baldwin Charles Clark Andrew Sprinkle Nick Pratt Reid Loper Vance DeHart Wes Naile Wilber Ledet		Brian Smallwood Jason Zirlott Jeff Zemlik John Campbell Nick Pratt Reid Loper	Ronnie Duhan Mark Loper Wilber Ledet Vance Dehart.	
OSHA Misc.			Watershed Management Training		
OSHA 10 Hour General industry	Brian Smallwood Jeff Zemlik		Brian Smallwood Jeff Zemlik Reid Loper	Brandi Snell Clayton Young Leigh Anne Ryals	
OSHA 500 – Train the trainer	Jeff Zemlik				
U.S.A.C.E. – Q.C.M (Construction Quality Management)			T.W.I.C. Card		
Brian Smallwood Jason Zirlott Jeff Zemlik Reid Loper Don Madio	John Campbell Leigh Anne Ryals Margaret Wright Nick Pratt Barret Holmes		Reid Loper Jeff Zemlik Wilber Ledet	Brian Smallwood Nick Pratt Drew Sprinkle	
First Aid/CPR			Misc. Training		
Buddy Young Clayton Young John Campbell Ashley Ramsay Amber Ramsay Andrew Sprinkle Barrett Holmes Brian Smallwood Clayton Young Donna Suters Margaret Wright Mark Loper Mike Moulder Nick Pratt	Desiree Matlack Eric Hall Reid Loper Vance DeHart Gary Jones Gina Walley Jenny Todd Jeff Zemlik Leigh Anne Ryals Charles Clark Ronald Thorson	 Wes Naile Wilber Ledet	Asbestos Supervisor Asbestos Inspector USACE 385-1-1 40 hour	Jeff Zemlik Jeff Zemlik Jeff Zemlik	

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: July 20, 2020

TYPE OF AGENDA ITEM: Consent Agenda

TO: City Council

THRU: Krystal Strickland, Finance Director
 Webb Warren, Deputy City Manager
 Kyle Bauman, City Attorney
 Lance Johnson, City Manager

FROM: Michael Burgess, Public Services Director

DATE: 07/07/2020

SUBJECT: Disaster Recovery Services (TFR, Inc.), authorization to renew contract

I. BACKGROUND: The Department of Public Works has limited emergency response capabilities and is not equipped to perform major recovery projects. In the event of a disaster like a tropical cyclone or tornado, the City may require the services of a firm to assist in community recovery. This recovery will primarily involve the removal, transport and disposal of large debris (trees, portions of structures, etc.) and sand located within the City's rights-of-way.

II. DISCUSSION: The renewal of this contract by the City in no way guarantees the City will, nor obligates the City to, expend any funds. This renewal simply authorizes the City to utilize the contractor if funds are allocated by Council. The original Contract and extension are included as ATT1 and ATT2 respectively. TRF's RFB package is attached as ATT3.

The proposed contract extension will extend beyond the typical 12 month period in order to provide for future contracts and extensions to take effect during a time of year when disasters are less likely. This is the 1st of 4 possible extensions.

A. Link to Strategic Goals / Objectives: Organizational Excellence, Public Safety

B. Effect on Budget (EOB): No funds have been requested in the FY20 or FY21 budgets for emergency response. Funding will be provided by Council in the event of a disaster.

C. Level of Service (LOS): Continuation of an existing Disaster Recovery

Contract.

III. CONCLUSION: This action allows for continuous contractual coverage in the area of Disaster Recovery Services.

IV. RECOMMENDED MOTION: I move that the contract for disaster recovery services be extended from September 1, 2020 to December 31, 2021 with TFR Enterprises, Inc. and authorize the City Manager to execute the contract extension on behalf of the City.

Attachments:

1. ATT1: TFR Enterprises Disaster Recovery Contract
2. ATT2 TFR Contract Extension Agreement 2020-2021 (1)
3. ATT3: TFR PROPOSAL

**CITY OF DESTIN, FLORIDA
CONTRACT
DISASTER RECOVERY CONTRACT – TFR ENTERPRISES INC.**

On June 17, 2019, THE CITY COUNCIL OF THE CITY OF DESTIN, FLORIDA, directed the CITY OF DESTIN, FLORIDA, herein referred to as the "City," through its City Manager, to accept the bid of TFR ENTERPRISES, INC., herein referred to as the "Contractor," to provide disaster recovery services for the City. The Contractor's Cost Schedule for the terms of their engagement are included in their entirety in Exhibit "A," which is attached hereto and incorporated herein in its entirety.

TERMS AND CONDITIONS OF CONTRACT FOR THE DISASTER RECOVERY 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, between the parties either written or oral. Provisions of this Contract may be amended only by written instrument approved by the City Council of the City of Destin, Florida, and executed by the City Manager and Contractor.

2. Intent of Contract:

This Contract is for supplying the City with disaster recovery services associated and described in the submitted Bid package. 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 September 1, 2019, through August 30, 2020, and is for supplying the City with disaster recovery services.

4. Time for Performance:

The Contractor agrees to provide the Work as required for the satisfactory approval and acceptance by the City. The City has sole discretion whether to approve and accept the Work, however, such approval and acceptance shall not be unreasonably withheld.

5. Compensation:

All payments upon this Contract are contingent upon the Contractor's Work being acceptable to the City. Upon 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 set forth in Exhibit "A."

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 scope of 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 and signed work order from the City and the City shall not

be liable to Contractor for any increased compensation in the absence of a written and signed work order.

7. Insurance:

Contractor shall, during the term 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 as Exhibit "B," 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.

The Contractor shall indemnify and save harmless the City against all liens and claims of subcontractors and materialman 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 and the City shall not be liable to the Contractor for any payment for such Work. Contractor further agrees to defend and indemnify the City for any liability the City may incur as a result of Contractor's unlicensed or unpermitted work.

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. Termination by Notice and Annual Appropriation Contingency:

This Contract may be terminated by either party with a thirty-day written notice by the terminating party to the non-terminating party. The City's obligation to pay the amount due here under in any fiscal year is contingent upon the appropriation by the City Council of the City of Destin, Florida, 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 written and signed work order by the City's Public Services Director or his designee. The Public Services Director or his 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 and timely manner. In emergency situations, the Contractor shall endeavor to commence work immediately. All Work shall be performed in coordination with the City's Public Services Director or his designee. The performance of work and responsibilities hereto are outlined and made a part hereof as identified in Exhibit "A" and further described in the written or verbal work orders.

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 approved and accepted the Work under the work orders and associated documentation following the initial contract terms and all subsequent contract terms, including warranty and guarantee periods. However, the City, through its City Manager, has the right to terminate this Contract sooner if the Contractor fails to perform satisfactorily the Work required or comply with the other requirements of the Contract.

In the event the City, through its 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 of the nature of the default, and the Contractor shall have five (5) days to cure the default. If the Contractor does not cure the default within five (5) days, the Contract will be terminated and the City will be released from any further obligations to Contractor, except as otherwise provided for in this Contract. If the Contractor cures the default within the five (5) day period, as reasonably determined by the City, then the Contract shall continue in full force and effect.

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 approved 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 Work, shall be either subtracted from any amount due or charged to the Contractor in the event the City, through its 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), 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 subcontracts 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.

If 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 as described in Section 10 of this Contract.

Regardless of whether either party has defaulted in the terms of this Contract, each party shall have the ability to terminate pursuant to the terms described in Section 10 of this Contract.

13. 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. The Contractor shall not employ any persons or hire any subcontractor who employ any persons who are noncitizens of the United States unless such persons possess all current documentation permitting that person to legally be employed in the United States.

14. RESERVED

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. The exclusive Venue for any action arising out of this Contract shall be in the state courts of Okaloosa County Florida and nowhere else.

15.2 Severability

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

15.3 Sovereign Immunity

The parties further agree, nothing contained herein is intended nor shall be construed as a waiver the City's rights and immunities under the Florida Constitution, common law or Florida Statutes 768.28, as amended from time to time, or as provided for in any other law. The parties further agree that the City, through execution of this Contract, has not waived any rights and defenses afforded to it by law.

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 No Assignment

No part of this Contract shall be assigned by either party to any other third party without the prior written consent of the non-assigning party.

15.7 Binding on Successors

This Contract is binding on both of the parties, their successors, administrators, and assigns.

15.8 WAIVER OF RIGHT TO JURY TRIAL

THE PARTIES HEREBY KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVE THE RIGHT THEY MAY HAVE TO A TRIAL BY JURY IN RESPECT TO ANY LITIGATION BASED ON THIS AGREEMENT OR ARISING OUT OF, UNDER, OR IN CONNECTION WITH THIS AGREEMENT AND ANY AGREEMENTS CONTEMPLATED TO BE EXECUTED IN CONJUNCTION THEREWITH, AND ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTION OF ANY PARTY HERETO.

15.9 Duplicates and Counterparts

This Contract may be executed in duplicate or counterparts, each of which shall be deemed an original and all of which together shall be deemed one and the same instrument.

15.10 Public Records Law

Contractor must comply with the public records law, Chapter 119, Florida Statutes; specifically, Contractor must:

- a. Keep and maintain public records required by the City to perform the service.
- b. Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the Contract if Contractor does not transfer the records to the City.
- d. Upon completion of the Contract, transfer, at no cost, to the City all public records in possession of Contractor or keep and maintain public records required by the City to perform the service. If Contractor transfers all public records to the public agency upon completion of the Contract, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Contractor keeps and maintains public records upon completion of the Contract, Contractor shall meet all applicable requirements for retaining the public records. All records stored electronically must be provided to the public agency, upon the request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTRACTOR MUST CONTACT THE CUSTODIAN OF PUBLIC RECORDS FOR THE CITY AT (850) 837-4242 OR BY MAIL AT CITY OF DESTIN, CITY CLERK'S OFFICE, 4200 INDIAN BAYOU TRAIL, DESTIN, FLORIDA 32541.

15.11 Notices

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

As to the City:
Lance Johnson
City of Destin
4200 Indian Bayou Trail
Destin, Florida 32541

With a copy to:
Kyle S. Bauman, City Attorney
909 Mar Walt Drive, Ste 1014
Fort Walton Beach, Florida 32547

As to the Contractor:
TFR Enterprises, Inc.
601 Leander Drive
Leander, TX 78641

IN WITNESS WHEREOF, the City hereunto caused these presents to be subscribed and the Contractor has affixed their name and seal, this the 29 day of August, 2019.

CITY OF DESTIN:

By: Lance Johnson
Lance Johnson
City Manager

ATTEST:

Rey Bailey
City Clerk

SEAL

APPROVED AS TO LEGAL FORM:

Kyle S. Bauman
Kyle S. Bauman, Esq.
City Attorney

TFR Enterprises, Inc.

By: Tipton F. Rawland
(Signature)

Printed Name: Tipton F. Rawland

Its: CEO

WITNESS: _____

WITNESS: Wm. J. Gan



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/26/2019

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

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

PRODUCER Higginbotham Insurance Agency, Inc. 1221 S. Mopac Expy., Suite 160 Austin TX 78746	CONTACT NAME: Raelyn Brannan PHONE (A/C, No, Ext): 817-349-2315 E-MAIL ADDRESS: rbrannan@higginbotham.net FAX (A/C, No): 817-347-6981
INSURED T F R Enterprises Inc dba Emergency Tree Removal 601 Leander Drive Leander TX 78641	INSURER(S) AFFORDING COVERAGE INSURER A: STARR SURPLUS LINES INS. CO. INSURER B: Starr Indemnity & Liability Co. INSURER C: Texas Mutual Insurance Company INSURER D: The Travelers Lloyds Insurance Co INSURER E: INSURER F:

COVERAGES

CERTIFICATE NUMBER: 466015417

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 ☒ BI/PD Ded-\$5,000 GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC OTHER:			1000066507181	12/31/2018	12/31/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 ContractorsPollution \$ 1,000,000
B	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY			1000199116181	12/31/2018	12/31/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	☐ UMBRELLA LIAB ☒ OCCUR ☒ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ \$0			1000337045181	12/31/2018	12/31/2019	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	0001209012	1/1/2019	1/1/2020	PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Leased/Rented Equipment B Hired - Physical Damage			QT6608071X472TLC18 1000199116181	12/31/2018 12/31/2018	12/31/2019 12/31/2019	Limit - 700,000 Comp Deductible Collision Deductible \$5,000 Full Deductible \$250

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

Texas Workers' Compensation Policy - 0001209012
All Other States (incl California) - WC928228359384
XCU is not excluded.

The General Liability, Auto policies includes a blanket automatic additional insured provision that provides additional insured status to the certificate holder when required by written contract.

The General Liability policy contains a special endorsement with "Primary and Noncontributory" wording.
See Attached...

CERTIFICATE HOLDER**CANCELLATION**

City of Destin
4200 Indian Bayou Trail
Destin FL 32541

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

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.

AGENCY CUSTOMER ID: TFREN

LOC #: _____

**ADDITIONAL REMARKS SCHEDULE**Page 1 of 1

AGENCY Higginbotham Insurance Agency, Inc.		NAMED INSURED T F R Enterprises Inc dba Emergency Tree Removal 601 Leander Drive Leander TX 78641
POLICY NUMBER		
CARRIER	NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,****FORM NUMBER:** 25 **FORM TITLE:** CERTIFICATE OF LIABILITY INSURANCE

The General Liability, Auto and Workers' Compensation policy includes a blanket waiver of subrogation endorsement to the certificate holder only when there is a written contract between the named insured and the certificate holder that requires such status.

The General Liability policy includes an endorsement providing that 30 days notice of cancellation will be furnished to the certificate holder.

The General Liability policy includes a \$1,000,000 Contractors Pollution Limit.

Umbrella is Follow Form underlying the General Liability (Incl. Contractors Pollution), Automobile Liability and Employers Liability policies.

CONTRACT EXTENSION AGREEMENT

This agreement and amendment, dated the 3rd day of August, 2020, is between the City of Destin, Florida, a Florida municipal corporation, of 4200 Indian Bayou Trail, Destin, Florida, 32541 and TFR Enterprises Inc. The purpose of this agreement is to extend a Contract for services originally dated September 4, 2019 between the City of Destin and TFR Enterprises, Inc. to provide miscellaneous debris removal/disaster recovery services for the City.

It is expressly agreed by the parties that this contract is an extension to the Contract dated September 4, 2019 and the original is made a part hereof as though expressly rewritten, incorporated, and included herein. **This 1st of 4 possible extensions will expire on December 31, 2021.** Both parties must agree prior to the extension of any additional extension agreement and neither party has the right to unilaterally extend the contract.

It is understood that final authorization for this Agreement must be made by the Destin City Council.

Except as otherwise modified by this Contract Extension Agreement, the terms of the original contract between the parties is in full force and effect.

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

CITY OF DESTIN

Witnesses:

(Signature) By: _____
Lance A. Johnson, City Manager

(Signature) ATTEST: _____
Rey Bailey, City Clerk

TFR ENTERPRISES, INC.

Witnesses:

(Signature) By: _____
(Signature)

(Printed Name and Title)

(Signature) ATTEST: _____

(Printed Name and Title)

Distribution: 1 Original to City Clerk, Vendor
1 Copy to Public Works, Finance, City Attorney

Destin

Recover

"A hearty thanks to the entire TFR team for your assistance in helping Sioux Falls recover from the April 2013 ice storm. Your time, talent and treasure helped keep citizens and visitor's safe. Our recovery time was nothing sort of incredible!" **Mike Huether, Mayor Sioux Falls, SD**

Rebuild

"TFR has been our debris removal contractor for Isabel, Ivan, and Katrina. They have done outstanding work. Tipton Rowland is a guy who will jump through whatever hoop necessary to get the job done. He has access to tons of equipment and has always delivered." **Scott Hayward, KBR, Gov't Operations**



Renew

"Please accept our sincere thanks for the excellent service that your company and staff provided to the citizens of Saline County in the removal of vegetative debris resulting from our December 2012 ice storm. The professionalism displayed throughout the contract evidences the highest quality of service, machinery, and personnel." **Marty Polk, Saline County, AR**

**Proposal
RFP 19-04-PS
Disaster Recovery Servicews
June 6, 2019**

2 p.m.

**TFR Enterprises, Inc
Tiffany Jean**

601 Leander Drive, Leander, TX 78641

O: (512) 260-3322, F: (512) 528-1942

copy

TABLE OF CONTENTS

Attachment 1

Years in business supplying Disaster Recovery Services

Location of Firm

Previous work Experience

Current work commitments

Availability

Insurance

Business License

Attachment 2

Attachment 3

Attachment 4

Attachment 5

Attachment 6

Attachment 7

Attachment 8

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**CITY OF DESTIN, FLORIDA
REQUEST FOR BIDS (RFB) NO. 19-04-PS
DISASTER RECOVERY SERVICES
BID DOCUMENT
ATTACHMENT 1**

Company: TFR Enterprises, Inc.
Address: 601 Leander Drive
City & State: Leander, Tx. 78641 Zip Code: 78641
Telephone: (512) 260-3322 Fax: (512) 528-1942
Number of Years in Business: 29

The following is a listing of services and/or tasks to be provided by the CONTRACTOR to the CITY upon receipt by CONTRACTOR of a Notice to Proceed:

SCOPE OF SERVICES PART ONE – DEBRIS REMOVAL

Emergency Road Clearance

The CONTRACTOR shall accomplish the cutting, tossing and/or pushing of debris from the primary transportation routes as identified by and directed by the CITY. This operational aspect of the scope of services shall be for the first 100 (plus or minus) hours after an event. Once this task is accomplished, the following tasks will begin as required.

Debris Removal from Public Property (Rights-of-way, Publicly Owned Properties - Pick-up and Haul)

As identified by and directed by the CITY, the CONTRACTOR shall accomplish the demolition, pick-up and hauling of all eligible debris to the designated Temporary Debris Staging and Reduction Sites (TDSRS's) from public property and rights-of-way, and shall maintain debris work sites to appropriate use standards, safety standards, and regulatory requirements.

Debris Removal from Private Property (Right of Entry Program - Pick-up and Haul)

Should an imminent threat to life, safety and health to the general public be present on private property, the CONTRACTOR (as identified by and directed by the CITY, will accomplish the pick-up and hauling of debris to the TDSRS's from private property). Upon receipt of the completed right of entry form and hold harmless agreement from private property owners, and execution of the non-duplication of benefits agreement from the CITY, the CONTRACTOR shall also demolish those residences and personal property, as identified by the CITY. The CONTRACTOR will place all debris collected through this process in the right-of-way, where the above scope of services (Debris Removal from Public Property) shall commence. The CITY feels that it is potentially in the best interest of the health and safety of its citizens to provide this service. Attached to this Agreement are copies of the forms to be executed by the individual property owners. The CONTRACTOR shall maintain debris work sites to appropriate use standards, safety standards, and regulatory requirements.

Hazardous Stumps (Removal, Back-fill, Haul)

As identified and directed by the CITY, the CONTRACTOR shall remove all hazardous stumps, and haul each stump to a TDSRS. Each stump shall be inspected by the CITY and CONTRACTOR and documented as to the appropriate category of size for invoicing (see Attachment 2 for site categories and prices). The CONTRACTOR shall back-fill each stump hole with compatible material as determined by the CITY and CONTRACTOR.

Temporary Debris Staging and Reduction Sites TDSRS

The contractor will prepare and maintain TDSRS's to accept and process all storm debris; maintain the TDSRS's approach and interior road for the entire period of debris hauling; any roads that require stone for stabilization for ingress and egress, will be furnished by CONTRACTOR; build and maintain a roofed inspection tower sufficient for a minimum of three (3) inspectors; the inspection of every load in and out which shall be further defined in documentation section below; process all debris in accordance with all local, state and federal rules, standards, and regulations; Processing may include, but is not limited to, reduction by tub grinding and/or incineration when approved, transporting and final disposal at a location agreed to by both parties. Prior to reduction, all debris will be segregated between vegetative debris, construction and demolition debris (C&D), recyclable debris, white goods and hazardous wastes; all reduced debris as well as non-reducible debris will be disposed of at a location(s) agreed to by both parties.

TDSRS Site Reclamation

Site reclamation shall be accomplished in accordance with all Federal, State and Local laws, standards and regulations; Site reclamation shall be accomplished in accordance with the CONTRACTOR's Debris Removal Operations Plan and Environmental Protection Plan.

Disaster Event Generated Hazardous Wastes Abatement

CONTRACTOR shall abate all hazardous waste identified by the CITY in accordance with all applicable Federal, State and Local laws, standards and regulations to include by not limited to 29 CFR 1910.120, 40 CFR 311 and 49 CFR 100-199. Hazardous waste abatement shall be accomplished in accordance with the CONTRACTOR'S Debris Removal Operations Plan and Environmental Protection Plan. Prices for this service will be negotiated at time of Event dependent upon types of materials, quantities and hazards present. Prices shall be attached to this Agreement in the form of a Memorandum for the Record.

Sand Screening

The CONTRACTOR shall screen all sand, as directed by the CITY, to remove all eligible debris deposited by an Event. This task includes the pick-up of debris laden sand, hauling debris laden sand to the processing screen located on the beach, processing the debris laden sand through the screen and returning clean sand to the approximate original location on the beach as directed by the CITY. Debris removed from sand will be picked-up, hauled and processed utilizing the scope of services located above for Debris Removal from Public Property.

Documentation and Inspections

All storm debris shall be subject to inspection by the CITY or any Public Authority in accordance with generally accepted standards to insure compliance with the contract and applicable local, state and Federal laws. The CONTRACTOR will, at all times, provide the CITY access to all work sites and disposal areas. In addition, authorized representatives and agents of any participating Federal or state agency shall be permitted to inspect all work and materials. The CONTRACTOR and the CITY will have in place at the TDSRS's, personnel to verify the contents and cubic yards of the vehicles entering the TDSRS's. Records will be maintained of every vehicle entering the TDSRS, its cubic yardage and verification the vehicle leaving the TDSRS to ensure that it is in fact empty. The CONTRACTOR and the CITY will monitor the material to determine that it in fact consists of eligible debris. The CONTRACTOR and the CITY will have in place at the pickup site, personnel to verify the contents, location, date and time of the vehicles departing for the TDSRS. Prior to use the CONTRACTOR and the CITY will establish and record the certified cubic yard capacity and will inspect each haul truck. The CONTRACTOR will include and provide disposal tickets, field inspection reports, and other data sufficient to provide substantiation for Federal (FEMA, etc.) and State reimbursement, if applicable.

The CONTRACTOR will assist the CITY in preparation of Federal (FEMA) and State reports for any potential reimbursement through the training of CITY employees and the review of documentation prior to submittal. The

CONTRACTOR will work closely with the Florida Division of Emergency Management, FEMA and other applicable State and Federal Agencies to ensure that eligible debris collection and data documenting same appropriately addresses concerns of the likely reimbursement agencies.

Priority of Work Areas

The CITY will establish the priority of and shall approve the work area in advance, which the CONTRACTOR will be allowed to work. Daily and/or weekly scheduled meetings will be held to determine approved work areas. The CONTRACTOR shall remove all eligible debris and leave the site from which the eligible debris was removed in a clean and neat condition with the understanding that there will be certain debris that is not picked up by equipment, machinery and general laborers used by the CONTRACTOR. Determination of when a site is in a clean and neat condition will be at the reasonable judgment of the CITY.

Working Hours

All activity associated with gathering and loading of eligible debris shall be performed during visible daylight hours only. Hauling of eligible debris to the TDSRS's will be allowed during visible daylight hours only between dawn and dusk. The CONTRACTOR may work during these hours seven (7) days per week including holidays. It is understood between the parties that at the TDSRS's, debris reduction may take place twenty-four (24) hours, seven (7) days per week if the CONTRACTOR deems it necessary and safe. CONTRACTOR shall be responsible for obtaining sites to stage equipment, such as trucks, while not in use.

Debris Disposal

The CONTRACTOR shall dispose of all debris, reduced debris, ash residue and other products of the debris management process in accordance with all- applicable Federal, state and local laws, standards and regulations. Final disposal locations shall be at the discretion of the CONTRACTOR with prior acceptance of the CITY. Information regarding the location of final disposal shall be attached to this Agreement in the form of a Memorandum for the Record. The CONTRACTOR and CITY inspector assigned to the disposal process shall maintain disposal records and documentation. Documentation shall- be quantified in Cubic Yards.

White Goods

The CONTRACTOR may expect to encounter white goods available for disposal. White goods will constitute household appliances as defined in the Florida Administrative Code. The CONTRACTOR shall dispose of all white goods encountered in accordance with applicable Federal, State and local laws. Any white goods that may contain Freon, such as refrigerators, freezers, or air conditioners, shall have the Freon removed by the CONTRACTOR in accordance to applicable regulatory requirements. There is no additional payment made for handling of white goods as this cost of work is included in the cubic yard unit price for debris removal.

SCOPE OF SERVICES PART TWO - TECHNICAL DISASTER RECOVERY ASSISTANCE

ITEM I: PROGRAM MANAGEMENT ASSISTANCE
See Note (1)

1. PUBLIC ASSISTANCE PROGRAM

a) Damage Survey Report (DSR) or Project Worksheet (PW)

- i) Official DSR/PW requests - Assist CITY personnel in the following:
 - 1. Identification of expenditures eligible for reimbursement
 - 2. Submission of official "request for DSR inspection"
- ii) Local government representation on DSR/PW team - Train and assist CITY Personnel to accomplish the following:
 - 1. Identification of eligible items for reimbursement
 - 2. Review of DSR/PW for accurate scope of work
 - 3. Review of DSR/PW for accurate unit costs
- iii) Recovery process documentation - Assist CITY personnel in the following:
 - 1. Creation of recovery process documentation plan
 - 2. Maintenance of documentation of recovery process
- iv) Force Account Labor vs. Contract Labor
 - 1. Recommendations to government officials on need to contract or utilize force account labor
- v) Recovery process oversight
 - 1. Recommendation to government officials on need to contract for project management for projects requiring intense oversight
 - 2. DSR/PW tracking through State and Federal process
 - 3. Written and oral status reports to government officials

b) Documentation Support

- i) Review of record system for applicability to Federal and State requirements and,
- ii) Orientation and training of City personnel on requirements for quality and quantity of required documentation and,
- iii) Assist in selection of "Clerk of Records" and provide detailed training for documentation and,
- iv) Review documentation for accuracy and quantity and,
- v) Assist in preparation of claim documentation.

c) Consultation and negotiation services

- i) Recommendations to government officials on plans of action and,

ii) Provide guidance to government officials on issues involving Federal and State reimbursement and,

iii) Assist CITY officials in negotiations with Federal and State officials.

d) Other representations as may be requested and/or required.

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 to take 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 or negotiation as may be necessary to meet grant funding or completion requirements.

NOTE (1): This is the concept of complete recovery management support where Contractor would assist an applicant on all aspects of the recovery process. Contractor personnel cannot assume the Sovereign Duties of the CITY officials; therefore, these services shall be in the form of guidance and consultation.

Bid Certification:

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: _____

Tipton F. Rowland, CEO

(Print or Type)

Signature: _____

Date of Bid: _____

June 3, 2019

Note: Attach all required information to this 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 or negotiation as may be necessary to meet grant funding or completion requirements.

END OF BID FORM



T.F.R. Enterprises, Inc.

DISASTER RESPONSE DIVISION

B. Number of Years the Firm Has Been in Business

TFR Enterprises, Inc. is a Texas-based specialty contractor, first incorporated in 1989 in the State of Tennessee, actively participating in disaster recovery contracts nationwide since Hurricane Andrew in 1992. We have a history of safe, rapid and complete service in the industry with federal, state and local governments, providing expedient, cost-effective disaster debris management, removal, reduction and cleanup services to over 150 satisfied clients, as well as numerous private industries funded by the Federal Emergency Management Agency (FEMA).



T.F.R. Enterprises, Inc.

DISASTER RESPONSE DIVISION

C. Location of Firm

601 Leander Drive
Leander, Texas 78641

**D. Previous Work Experience****North Carolina Department of Transportation**

In September 2018, weather forecasters were preparing the coast of North Carolina for the “storm of a lifetime” Hurricane Florence. Three months prior to the formation of Florence, TFR had been awarded the Pre-Event Contract with North Carolina Department of Transportation for Emergency Cut & Shove services. TFR had a kickoff meeting shortly after award to go over the scope of the contract and meet and greet. We expressed to the department that we had just provided over 50 cut and toss crews to Florida DOT after Hurricane Irma, to reassure them that we’re not only experienced but have very recent experience in emergency roadway clearance. Three months later, TFR Project Management mobilized to North Carolina on September 12, 2018, in response to Florence. We met with key members of NCDOT to prepare for TFR’s response to debris ridden state roads. It was determined by NCDOT and TFR after reviewing the State Maps that for the 6 counties under contract, they each needed thirty crews. The contract defined a push crew as 4 people; a bobcat with operator, 2 saw men/flaggers and one supervisor with pickup. TFR immediately activated resources from its extensive database on standby: 180 bobcats and 720 personnel. Immediately upon Florence’s winds reducing to less than 40 MPH, those resources were mobilized to their assigned county and began clearing roadways. This was one of the largest and most expedient push crew responses in TFR’s 30 years of disaster response. Many of the counties, if not all of them: Pender, Onslow, New Hanover, Brunswick, Sampson and Duplin had severe flooding and power outages. One of the serious obstacles TFR faced with this catastrophe was logistics of housing 720 people. Minimal hotels had power, and those had no rooms. TFR was able to engage with local business owners as well as state offices to secure housing when the state was virtually shutting down road by road. With that said, it never affected our crew’s ability to maintain a speedy recovery and provide the client with the help they desperately needed. TFR also arranged close coordination with local and state electric authorities to report any major electrical concerns as to expedite the electrical restoration work. All agencies were contacted and introductions we’re made 48 hours prior to landfall. This was essential, as the majority of these counties had; standing flood waters, downed trees and debris, as well as live electrical lines often in the same location. With those obstacles addressed in the pre event planning stages North Carolina DOT, with the help of TFR, was able to transition from disaster response to disaster recovery with minimal time and impact to the communities affected.

Tyndall Air Force Base

On October 10, 2018 less than one month after Florence made landfall, Hurricane Michael showed up on the Florida Panhandle as a Category 4 hurricane. Michael presented the strongest winds to make US landfall since Andrew in 1992, and the damage was evident. TFR was mobilized to Florida but rode out the storm well out of destructions way. TFR must always ensure the equipment and management is not in a dangerous position, as we cannot risk the absence of it in response. TFR’s management immediately headed to Tyndall Air Force Base to help. TFR had just finished responding to Camp LeJeune and Cherry Point military installations after Hurricane Florence so we are very familiar with the processes, procedures, and needs of these facilities. Although the base was a disaster area and looked as if combat had just ended, TFR immediately mobilized all requested resources and we were working 5 days after landfall, clearing roadways, removing hazardous trees and hazardous limbs. We



completed several work orders, vegetative and construction and demolition debris removal, tree trimming and removal, reducing the vegetative debris by grinding, and haul out and disposal of C&D and Vegetative mulch. TFR was able to recycle the vegetative debris and metal material as recycling any debris that can avoid the landfills is one of our top company goals. One of the obstacles that TFR experienced in performing this project was access onto the base. There key problem with base access was that several different procedures were being used for granting access. There was a separate contractor involved so it was not done directly by the military and communications were an issue. We worked very closely with the base and the security contractor to resolve the base access issues so the work would not be interrupted, delayed or stopped completely. Another obstacle that presented itself was the wide variety of materials that this monstrous storm created. TFR houses a staff of highly trained individuals who are proficient in the identification, removal, and storage of all materials that are incidental to a natural or man-made disaster. TFR provided project managers with experience in military base operations in order to meet the expectations of the base OPSEC office. Safety and security are high priorities within TFR organization and management as well as teamwork, and teamwork is what it takes to get the job done. We were honored to help our US military facilities recover from the devastation of the 2018 Hurricanes that made US landfall.

<i>Additional Experience</i>	<i>Event</i>	<i>Description of Work</i>	<i>Point of Contact</i>	<i>Contract Value</i>
Raleigh, NC	Hurricane Florence	Vegetative Debris Reduction	Timothy Gainer (919) 625-3175	\$124,956.00
Llano County	Floods 10/2018	Emergency Debris Removal	Billy Carney (325) 423-2762	\$1,015,669.00
TXDOT- Lee County	Floods 10/2018	Emergency Debris Removal	Lori Wagner (512) 832-7057	\$61,392.00
TXDOT- Llano County	Floods 10/2018	Emergency Debris Removal	Lori Wagner (512) 832-7057	\$49,952.00
TXDOT- Kingsland	Floods 10/2018	Waterway Debris Removal	Lori Wagner (512) 832-7057	Work in Progress
Tyndall Airforce Base	Hurricane Michael- 10/2018	Debris Hauling Services for Final Disposal	Scott Dubuque (850) 283-8644	\$2,248,000.00
New Hanover County	Hurricane Florence- 09/2018	Landfill Debris Management	Kim Roane (910) 798-4402	\$175,365.00
(KBR) Tyndall Airforce Base	Hurricane Michael- 10/2018	Emergency Debris Hauling & Reduction	Bee Trajkovski (713) 753-5872	\$12,796,096.91
(ECC) Camp Lejeune	Hurricane Florence- 09/2018	Utility Right of Way Trimming	Dan McFerrin (720) 635-2237	\$1,250,803.00
(ECC) Cherry Point	Hurricane Florence- 09/2018	Tree Trimming, Hauling, and Debris Reduction	Craig Duncan (210) 632-2493	\$944,639.00
NCDOT- Brunswick	Hurricane Florence- 09/2018	Emergency Cut & Shove	Patrick Riddle (910) 467-0505	\$567,450.00
NCDOT- Columbus County	Hurricane Florence- 09/2018	Emergency Debris Removal	Ken Clark (910) 642-3760	\$227,576.00



T.F.R. Enterprises, Inc.

DISASTER RESPONSE DIVISION

NCDOT- Duplin County	Hurricane Florence-09/2018	Emergency Cut & Shove	Kevin Bradshaw (910) 682-5100	\$496,398.00
NCDOT- Onslow County	Hurricane Florence-09/2018	Emergency Cut & Shove	David Sawyer (910) 467-0550	\$369,206.00
NCDOT- Pender County	Hurricane Florence-09/2018	Emergency Cut & Shove	Patrick Riddle (910) 467-0505	\$464,751.00
NCDOT- Sampson County	Hurricane Florence-09/2018	Emergency Cut & Shove and Debris Hauling	Kevin Bradshaw (910) 682-5100	\$2,895,617.00
New Hanover County	Hurricane Florence-09/2018	Emergency Cut & Shove	Chris Cocker (910) 387-2128	\$510,463.00
Port Aransas	Hurricane Harvey	Nature Preserve Debris Removal	Leo Wood	\$1,051,818.00
USACE	California Floods 12/2017	Flood Creeks/Channels Debris Hauling	James Costantino (213) 452-3237	\$6,251,020.00
USACE	California Floods 12/2017	Flood Basin Debris Removal	Tracy Eccles (661) 265-7222	\$2,379,000.00
Puerto Rico	Hurricane Maria 09/2017	Tree Trimming, Hauling, and Disposal	Emilio Garay (787) 380-7078	\$35,404,180.00
Miami-Dade	Hurricane Irma 09/2017	Hauling & Reduction of Debris	Jennyfer Calderon (305) 375-5312	\$4,500,000.00
Florida Turnpike	Hurricane Irma 09/2017	Tree Trimming, Hauling, and Disposal	Maria Connolly (954) 934-1209	\$2,400,000.00
FLDOT District 01	Hurricane Irma 09/2017	Tree Trimming, Hauling, and Disposal	Amy Perez (863) 519-2316	\$7,000,000.00
FLDOT District 02	Hurricane Irma 09/2017	Tree Trimming, Hauling, and Disposal	Jennifer Curls (386) 961-7561	\$2,350,000.00
FLDOT District 05	Hurricane Irma 09/2017	Tree Trimming, Hauling, and Disposal	Victor LoPiccolo (386) 943-5287	\$3,036,000.00
FLDOT District 07	Hurricane Irma 09/2017	Tree Trimming, Hauling, and Disposal	Anita Montjoy (813) 975-6442	\$46,704.00
City of Plantation, FL	Hurricane Irma 09/2017	Tree Trimming, Hauling, and Disposal	Dawn Mehler (954) 797-2723	\$8,100,000.00
City of Homestead, FL	Hurricane Irma 09/2017	Tree Trimming, Hauling, and Disposal	Maria Pineda (305) 224-4772	\$2,800,000.00
St. John's County, FL	Hurricane Irma 09/2017	Tree Trimming, Hauling, and Disposal	Benjamin Bright (904) 209-0252	\$620,000.00
TXDOT- Victoria	Hurricane	Tree Trimming,	David Stephens	\$382,536.00



T.F.R. Enterprises, Inc.

DISASTER RESPONSE DIVISION

	Harvey 08/2017	Hauling, Reduction and Disposal	(361) 293-4341	
TXDOT- Nueces	Hurricane Harvey 08/2017	Tree Trimming, Hauling, Reduction and Disposal	Martin Horst (361) 808-2261	\$905,667.00
TXDOT- Harris	Hurricane Harvey 08/2017	Tree Trimming, Hauling, Reduction and Disposal	Cody McKenney (281) 686-9871	\$250,000.00
City of Beaumont, TX	Hurricane Harvey 08/2017	Debris Removal and Disposal	Tommy Gill (832) 767-8118	\$490,597.00
City of Dayton, TX	Hurricane Harvey 08/2017	Debris Removal and Disposal	Theo Melancon (936) 258-2642	\$29,106.00
City of Port Lavaca	Hurricane Harvey 08/2017	Debris Removal and Incineration	Jody Weaver (361) 827-3601	\$400,000.00
City of Sugarland	Hurricane Harvey 08/2017	Debris Removal and Disposal	Ilana Harris (281) 275-2497	\$46,285.00
City of Raleigh, NC	Hurricane Matthew	Grinding Services	Kelly Lindsey (919) 996+2202	\$95,000.00
Port St. Lucie, FL	Hurricane Matthew	Tree Trimming, Hauling, and Disposal	Richard Perkins (772) 344-4263	\$2,700,000.00
FLDOT District 05	Hurricane Matthew	Cut & Toss, Debris Removal, and Disposal	Rick Coe (386) 740-3490	\$9,000,000.00
FLDOT District 03	Hurricane Matthew	Tree Trimming, Hauling, and Disposal	Amanda Mauldin (850) 330-1364	\$1,300,000.00
FLDOT District 02	Hurricane Matthew	Tree Trimming, Hauling, and Disposal	Jennifer Smith (386) 943-5367	\$1,300,000.00
LADOTD District 61	Floods 08/16-12/16	Debris Removal and Disposal	Mark Benton (225) 379-1164	\$3,160,000.00
LADOTD District 03	Floods 08/16-11/16	Debris Removal and Disposal	Mark Benton (225) 379-1164	\$125,000.00
Iberia Parish, LA	Floods 09/16-10/16	Debris Removal and Disposal	Michael Broussard (337) 492-5412	\$30,000.00
Waste Management- East Oak Landfill	Single Contract	Grinding Services	Shawn Cockrell (405) 427-1112	\$45,000.00
TXDOT	Floods 11/15	Debris Removal and Disposal	Jamie Witten (512) 585-4678	\$111,779.00
Fort Bend County, Texas	Floods 06/16	Debris Removal and Disposal	Marc Grant (281) 342-4513	\$423,187.00
Collin County, Texas	Annual Contract	Grinding Services	Gary Enna (972) 548-3700	\$252,000.00
Bastrop County, Texas	Floods 11/15	Debris Removal and Disposal	Mike Fisher (512) 848-6693	\$43,469.00
Acme Materials	Single Contract	Grinding Services	Ben Grierson (214) 701-7916	\$13,250.00
City of Guthrie, Texas	Ice Storm 12/15	Debris Reduction Services	Tenny Maker (405) 260-3091	\$15,000.00
City of Edmond,	Ice Storm	Debris Reduction	Johnny Carter	\$175,000.00



T.F.R. Enterprises, Inc.

DISASTER RESPONSE DIVISION

Oklahoma	12/15	Services	(405) 216-7612	
Rowlett, Texas	Tornado 12/15	Debris Reduction Services	Vicki Alfaro (972) 412-6198	\$42,000.00
MD Dept of General Svcs	Snow Storm 01/16	Snow Removal (Hourly Contract)	Denise Wade (240) 205-3086	\$75,096.00
Guadalupe County, Texas	Floods 10/15	Debris Removal and Disposal	Judge Kutscher (830) 303-8857	\$36,000.00
Texas State University	Floods 5/15	Debris Removal, Reduction, and Disposal	Joel Soto (512) 245-1880	\$196,400.00
TXDOT	Floods 5/15	Debris Removal from Bridges and Waterways	Jamie Witten (512) 832-7069	\$374,000.00
City of Martindale, Texas	Floods 5/15	Debris Removal and Disposal	Jordan Powell (512) 398-1811	\$94,000.00
City of Wimberly, Texas	Floods 5/15	Debris Removal and Disposal	Mark Kennedy (512) 393-2219	\$394,000.00
San Marcos, Texas	Floods 5/15, 10/15	Debris Removal and Disposal	Bert Stratemann (512) 393-8181	\$439,500.00
TXDOT Recovery	Floods 5/15	Search and Rescue Services	Jamie Witten (512) 832-7069	\$86,400.00
Caldwell County, Texas	Floods 5/15-7/15, 10/15	Debris Removal, Reduction, and Disposal	Jordan Powell (512) 398-1811	\$29,100.00
Hays County, Texas	Floods 5/15-7/15, 10/15	Debris Removal, Reduction, and Disposal	Mark Kennedy (512) 393-2219	\$489,009.00
Monterey, Tennessee	Ice Storm 4/15-6/15	Reduction of Vegetative Debris	Bill Wiggins (931) 839-3770	\$30,000.00
Overton County, Tennessee	Ice Storm 4/15-5/15	Debris Removal, Hauling, and Hazardous Tree Work	Ben Danner (931) 823-5638	\$366,241.00
Putnam County, Tennessee	Ice Storm 4/15-5/15	Debris Removal, Reduction, Hauling, and Hazardous Tree Work	Randy Porter (931) 526-2161	\$1,044,000.00
NCDOT (Davidson County)	Ice Storm 3/14-8/14	Debris Removal, Hauling, and Hazardous Tree Work	Brad Wall (336) 487-0000	\$1,347,067.00
NCDOT (Guilford County)	Ice Storm 3/14-8/14	Debris Removal, Hauling, and Hazardous Tree Work	Brad Wall (336) 487-0000	\$7,672,602.00
SCDOT	Ice Storm 2/14-6/14	Debris Removal, Hauling, and Hazardous Tree Work	Shannon Welch (843) 907-2095	\$5,814,631.00
City of Norman, Oklahoma	Ice Storm 12/13-2/14	Debris Removal, Reduction, and Disposal	Greg Hall (405) 409-0499	\$601,759.00
Larimer County, Colorado	Floods 9/13-6/14	Debris Removal, Reduction, and Disposal	Stephen Gillette (970) 498-5760	\$935,755.00
Longmont, Colorado	Floods 9/13-3/14	Removal of Mobile Homes	Charlie Kamenides	\$141,500.00



T.F.R. Enterprises, Inc.

DISASTER RESPONSE DIVISION

			(303) 651-8345	
Weld County, Colorado	Floods 9/13-12/13	Debris Removal, Reduction, and Disposal	Trevor Jiricek (970) 353-6100	\$261,271.00
Adams County, Colorado	Floods 9/13-10/13	Debris Removal from Bridges and Waterways	Liz Estrada (720) 523-6052	\$16,070.00
Town of Lyons, Colorado	Floods 9/13-11/13	Debris Removal & Hauling	Jeff Callahan (720) 564-2221	\$148,695.00
Oklahoma City, Oklahoma	Tornado 6/13-	Debris Removal from Waterways	Bryan Haskins (405) 297-2134	\$245,392.00
Canadian County, OK	Tornado 6/13-9/13	Removal and Disposal of Tornado Debris	Jerry Smith (405) 295-6186	\$91,769.00
Shawnee, Oklahoma	Tornado 6/13-7/13	Removal and Disposal of Tornado Debris	Brian McDougal (405) 878-1601	\$60,800.00
Cleveland County, Oklahoma	Tornado 6/13-10/13	Debris Removal, Reduction, and Disposal	Darry Stacy (405) 366-0200	\$830,782.00
City of Norman, Oklahoma	Tornado 6/13-10/13	Debris Removal, Reduction, and Disposal	Greg Hall (405) 409-0499	\$365,000.00
Rapid City, South Dakota	Ice Storm 10/13-10/13	Reduction of Vegetative Debris	Ted Johnson (605) 394-4154	\$31,359.00
Sioux Falls, South Dakota	Ice Storm 4/13-10/13	Removal of Hazardous Trees from Drainage Ways	Scott Rust (605) 367-8836	\$138,081.00
Sioux Falls, South Dakota	Ice Storm 4/13-10/13	Stump Grinding	Scott Rust (605) 367-8836	\$100,000.00
Sioux Falls, South Dakota	Ice Storm 4/13-6/13	Emergency Tree Removal	Scott Rust (605) 367-8836	\$925,347.00
Sioux Falls, South Dakota	Ice Storm 4/13-9/13	Reduction of Storm Debris	Scott Rust (605) 367-8836	\$838,000.00
Garland County, Arkansas	Ice Storm 3/13-6/13	Removal and Disposal of Vegetative Debris	Jerry Pogue (501) 262-3602	\$323,024.00
Saline County, Arkansas	Ice Storm 3/13-5/13	Removal and Disposal of Vegetative Debris	Marty Polk (501) 317-2402	\$2,146,000.00
Island Beach State Park, New Jersey	Hurricane Sandy 11/12-5/13	Hauling of Hurricane Debris	Ray Bukowski (732) 793-0506	\$100,000.00
Brick Township, New Jersey	Hurricane Sandy 11/12-5/13	Removal and Disposal of Debris	Glenn Campbell (732) 262-1058	\$58,963.00
Ocean County, New Jersey	Hurricane Sandy 11/12-5/13	Removal and Disposal of Debris	Julie Tarrant (732) 244-2121	\$200,542.00
Scotch Plains Twp, New Jersey	Hurricane Sandy 11/12-3/13	Debris Reduction	Bozena Lacina (908) 322-6700	\$32,243.00
Old Bridge Twp, New Jersey	Hurricane Sandy 11/12-3/13	Removal of Tree Stumps	John Tooley (732) 721-5600	\$13,860.00
Edison Twp, New Jersey	Hurricane Sandy	Debris Reduction	Laura Popick (732) 248-	\$74,000.00



	11/12-3/13		7409	
Neptune Twp, New Jersey	Hurricane Sandy 11/12-11/12	Debris Removal and Disposal	Tracey James (732) 988-5200	\$35,785.00
Southbury, Connecticut	Hurricane Sandy 11/12-12/12	Debris Removal, Reduction, and Disposal	Tom Crowe (203) 262-0622	\$18,795.00
City of Norman, Oklahoma	Tornado 4/12-6/12	Debris Removal, Reduction, and Disposal	Greg Hall (405) 409-0499	\$408,073.00
Southbury, Connecticut	Winter Storm 1/12- 3/12	Debris Removal, Reduction, and Disposal	Tom Crowe (203) 262-0622	\$528,890.00
Bastrop County, Texas	Wildfires 9/11-9/12	Debris Removal, Reduction, and Disposal	Mike Fisher (512) 848- 6693	\$12,200,000.00
Texas Dept of Transportation	Wildfires 5/12-9/12	Debris Removal, Reduction, and Disposal	Celso Harper (512) 321-2221	\$1,075,471.00
State Hwy Admin, Maryland	Hurricane Irene 8/11- 10/11	Debris Removal, Reduction, and Disposal	Craig Fetzner (410) 582-5535	\$279,106.00
Charles County, Maryland	Hurricane Irene 8/11- 10/11	Debris Removal, Reduction, and Disposal	Candice Kelly (301) 645-0550	\$102,302.00
City of Norman, Oklahoma	Wind Storm 6/11-8/11	Debris Removal, Reduction, and Disposal	Greg Hall (405) 409-0499	\$144,185.00
City of Norman, Oklahoma	Tornado 5/10-7/10	Debris Removal, Reduction, and Disposal	Greg Hall (405) 409-0499	\$237,000.00
Baltimore, Maryland	Snow Storm 1/10-2/10	Snow Removal, Road Clearing	Joe Palacheck (410) 767- 3207	\$630,000.00
Rogers, Arkansas	Ice Storm 1/09-3/09	Debris Removal and Disposal	Steve Womack (479) 621-1117	\$900,000.00
Fort Bend County, Texas	Hurricane Ike 9/08-1/09	Debris Removal, Reduction, and Disposal	Marc Grant (281) 342-4513	\$10,000,000.00
Polk County, Texas	Hurricane Ike 10/08- 3/09	Debris Removal and Disposal	John Thompson (936) 327-6813	\$6,600,000.00
Liberty, Texas	Hurricane Ike 9/08-10/08	Debris Removal and Disposal	Harvey Joiner (936) 336- 3684	\$2,900,000.00
Harris Count Flood Control, Texas	Hurricane Ike 9/08-1/09	Debris Removal, Reduction, and Disposal	Robert Reagan (713) 684-4230	\$200,000.00
City of Sugarland, Texas	Hurricane Ike 9/08-12/08	Debris Removal and Disposal	Adam Smith (281) 275- 2483	\$3,400,000.00
City of Katy, Texas	Hurricane Ike	Debris Removal and Disposal	Elaine Lutringer	\$262,000.00



T.F.R. Enterprises, Inc.

DISASTER RESPONSE DIVISION

	9/08-11/08		(281) 391-4830	
Brownsville, Texas	Hurricane Dolly 7/08-10/08	Haul Hurricane Debris	Roberto Luna (956) 548-6087	\$1,252,000.00
Texas Dept of Transportation	Hurricane Dolly 7/08- 9/08	Debris Removal, Reduction, and Disposal	Pedro Alvarez (956) 702- 6125	\$879,000.00
Willacy County, Texas	Hurricane Dolly 7/08- 9/08	Debris Removal, Reduction, and Disposal	Emilio Vera (956) 689-3393	\$445,000.00
Laguna Vista, Texas	Hurricane Dolly 7/08-10/08	Debris Removal and Disposal	Iris Hill (956) 943-1793	\$47,800.00
San Benito, Texas	Hurricane Dolly 7/08-10/08	Debris Removal and Disposal	Orlando Garcia (956) 361-3851	\$247,000.00
Harlingen, Texas	Hurricane Dolly 7/08- 9/08	Debris Removal and Disposal	Dan Serna (956) 216-5300	\$879,000.00


E. Current Standby Contracts

Municipality	State	Expiration Date
Alabama DOT- Mobile Area	Alabama	5/31/20
Alabama DOT-Grove Hill Area	Alabama	5/31/20
City of Robertsdale	Alabama	7/02/20
City of Arvada	Colorado	2/07/20
Town of Clinton	Connecticut	5/31/20
Charlotte County	Florida	12/31/19
City of Rockledge	Florida	3/1/20
Lee County Waterways	Florida	6/1/19
South Broward Drainage	Florida	5/23/21
Broward County	Florida	6/22/20
Escambia County	Florida	2/6/19
City of West Park	Florida	6/1/22
City of Homestead	Florida	8/17/20
City of Port St Lucie	Florida	8/2/21
Seminole Tribe of Florida	Florida	9/8/20
City of Plantation	Florida	6/1/22
City of Miami	Florida	12/12/19
City of Clermont	Florida	8/14/21
Lake County	Florida	5/7/20
Miami-Dade County Public Schools	Florida	6/19/20
City of Ocoee	Florida	9/5/21
Wakulla County	Florida	8/6/21
Pembroke Pines	Florida	10/30/21
City of Leesburg	Florida	12/31/21
Florida International University	Florida	11/2/21
City of Miami Gardens	Florida	2/27/21
North Bay Village	Florida	10/11/21
City of Lake Mary	Florida	2/12/22
City of Cape Coral	Florida	2/8/22
Miami Shores Village	Florida	12/12/21
School District of Hernando County	Florida	04/08/22
Clay County	Florida	4/23/24
Osceola County	Florida	5/30/22
St. Mary's	Georgia	6/30/19
Louisiana School for D&VI	Louisiana	10/10/19
State of Maryland	Maryland	9/30/21
Ramsey County	Minnesota	12/31/19
Town of Wrightsville	North Carolina	6/30/19
City of Raleigh	North Carolina	10/31/19
Town of Cedar Point	North Carolina	6/30/19
Town of Carolina Beach	North Carolina	6/30/19
NCDOT- Duplin County	North Carolina	12/31/19
NCDOT- Onslow County	North Carolina	12/31/19
NCDOT- Sampson County	North Carolina	12/31/19
NCDOT-Brunswick County	North Carolina	12/31/19
NCDOT-Pender County	North Carolina	12/31/19
NCDOT- New Hanover County	North Carolina	12/31/19
NCDOT- Vance and Warren Co.	North Carolina	09/13/19
NCDOT- Franklin County	North Carolina	09/13/19
NCDOT- Person County	North Carolina	09/13/19
City of Norman	Oklahoma	12/8/19



City of Baytown	Texas	1/31/20
Town of Flower Mound	Texas	5/5/20
TXDOT- Harris County	Texas	6/14/19
City of Beaumont	Texas	7/14/19
City of Duncanville	Texas	3/31/19
City of Cedar Hill	Texas	5/22/19
Galveston County	Texas	9/15/20
City of Morgan's Point	Texas	12/15/21
Tarrant County	Texas	3/12/20
City of Katy	Texas	6/25/20
City of Houston	Texas	5/1/21
Brazoria County	Texas	06/13/20
City of Seabrook	Texas	6/1/21
City of Corpus Christi	Texas	6/18/20
City of La Porte	Texas	6/11/19
San Patricio County	Texas	9/25/19
City of Oyster Creek	Texas	1/31/19
City of Grand Prairie	Texas	05/31/19
City of Jamaica Beach	Texas	1/2/22
TXDOT- Travis County	Texas	4/3/21
Denton County	Texas	4/30/19
City of Wharton	Texas	05/29/20
USACE	SW & SP Divisions	4/29/20
Pre-Qualified With:		
Miami-Dade County-Hauling	Florida	2026
Miami-Dade County- DMS Sites	Florida	05/31/24
Cape Coral	Florida	10/12/21
Lee County	Mississippi	
City of Tupelo	Mississippi	4/01/19
Jackson County	Mississippi	07/2020
Evangeline Parish	Louisiana	
Hernando County	Florida	09/20/19
Madison County	Tennessee	



T.F.R. Enterprises, Inc.

DISASTER RESPONSE DIVISION

F. Availability

TFR can respond within 12 hours to immediately begin emergency road clearance services to provide a vital lifeline for federal, state, and local emergency responders to assess damages. TFR's goal is to have a site ready for acceptance of storm-generated debris in less than 24 hours from Notice to Proceed. Our Mobile Command Units have full communications to assist you if your communication abilities have been compromised. Project teams are immediately available to quantify debris, provide an overall damage estimate, and begin a recovery/removal plan.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/4/2019

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

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

PRODUCER Higginbotham Insurance Agency, Inc. 1221 S. Mopac Expy., Suite 160 Austin TX 78746	CONTACT NAME: Raelyn Brannan	
	PHONE (A/C, No, Ext): 817-349-2315	FAX (A/C, No): 817-347-6981
	E-MAIL ADDRESS: rbrannan@higginbotham.net	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : STARR SURPLUS LINES INS. CO.	13604
	INSURER B : Starr Indemnity & Liability Co.	38318
	INSURER C : Texas Mutual Insurance Company	22945
	INSURER D : Argonaut Insurance Company	19801
	INSURER E : The Travelers Lloyds Insurance Co	41262
	INSURER F :	

INSURED
T F R Enterprises Inc
601 Leander Drive
Leander TX 78641

COVERAGES**CERTIFICATE NUMBER:** 1754368813**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 ☒ BI/PI Ded-\$5,000 GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC OTHER:			1000066507181	12/31/2018	12/31/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 ContractorsPollution \$ 1,000,000
B	☒ AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ HIRED AUTOS ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS			1000199116181	12/31/2018	12/31/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	☐ UMBRELLA LIAB ☒ OCCUR ☒ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☒ RETENTION \$ 50			1000337045181	12/31/2018	12/31/2019	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
C D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☐ N/A		0001209012 WC928228359384	1/1/2019 1/1/2019	1/1/2020 1/1/2020	PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
E B	Leased/Rented Equipment Hired - Physical Damage			QT6608071X472TLC18 1000199116181	12/31/2018 12/31/2018	12/31/2019 12/31/2019	Limit - 700,000 Comp Deductible \$5,000 Collision Deductible Full Deductible \$250

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

Texas Workers' Compensation Policy - 0001209012
All Other States (incl California) - WC928228359384

The General Liability, Auto policies includes a blanket automatic additional insured provision that provides additional insured status to the certificate holder when required by written contract.

The General Liability policy contains a special endorsement with "Primary and Noncontributory" wording.

See Attached...

CERTIFICATE HOLDER**CANCELLATION**

For Information only

*

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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**ADDITIONAL REMARKS SCHEDULE**Page 1 of 1

AGENCY Higginbotham Insurance Agency, Inc.		NAMED INSURED T F R Enterprises Inc 601 Leander Drive Leander TX 78641
POLICY NUMBER		
CARRIER	NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

The General Liability, Auto and Workers' Compensation policy includes a blanket waiver of subrogation endorsement to the certificate holder only when there is a written contract between the named insured and the certificate holder that requires such status.

The General Liability policy includes an endorsement providing that 30 days notice of cancellation will be furnished to the certificate holder.

Umbrella is follow form

State of Florida

Department of State

I certify from the records of this office that T.F.R., INC. OF TEXAS is a Tennessee corporation authorized to transact business in the State of Florida, qualified on September 10, 2002.

The document number of this corporation is F02000004640.

I further certify that said corporation has paid all fees due this office through December 31, 2019, that its most recent annual report/uniform business report was filed on February 6, 2019, and that its status is active.

I further certify that said corporation has not filed a Certificate of Withdrawal.

*Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this
the Twentieth day of February,
2019*



Randy Be
Secretary of State

Tracking Number: 2132244038CU

To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.

<https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication>



RICK SCOTT, GOVERNOR

JONATHAN ZACHEM, SECRETARY



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
CONSTRUCTION INDUSTRY LICENSING BOARD

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

FUZZELL, ROBERT HUNTER

T.F.R., INC. OF TEXAS
601 LEANDER DR
LEANDER TX 78641

LICENSE NUMBER: CRC1331035

EXPIRATION DATE: AUGUST 31, 2020

Always verify licenses online at MyFloridaLicense.com



Do not alter this document in any form.

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

**CITY OF DESTIN, FLORIDA
REQUEST FOR BIDS (RFB) NO. 19-04-PS
DISASTER RECOVERY SERVICES
AGREEMENT FOR DISASTER RECOVERY SERVICES
ATTACHMENT 2**

The following is a listing of costs for technical services and/or tasks to be provided by CONTRACTOR to CITY upon issuance to the CONTRACTOR of a Notice to Proceed. Costs denoted by an hourly dollar amount represent an hourly rate for personnel and/or equipment services. Costs denoted by a unit price denote the cost per Cubic Yard or cost per Ton to provide the appropriate services of debris removal.

CONTRACTOR INVOICING

The CONTRACTOR may invoice the CITY-not more than once every fifteen (15) days. Fifteen (15) days after beginning work and/or providing services described in a Notice to Proceed, the CONTRACTOR shall submit the first payment request to the CITY. The payment request shall be filled out and signed by the CONTRACTOR covering the work performed during the period covered by the payment request and supported by such data as the CITY may, reasonably require. The CITY shall, within five (5) working days of receiving such payment request, finalize review of documentation and make payment to CONTRACTOR. CONTRACTOR will be subject to audit by Federal, state and local agencies pursuant to this Contract.

The invoice must contain the following items as applicable to individual task orders:

COSTS FOR SCOPE OF SERVICES PART ONE- DEBRIS REMOVAL

Measurement and Payment for Gathering, Pick-up, Hauling and Processing of Debris from Public Property

The CONTRACTOR will not be compensated for disposing of any material not defined as eligible debris. The CONTRACTOR and CITY will inspect each load to verify the contents are in accordance with the accepted definition of eligible debris. If any load is determined to contain material that does not conform to the definition of eligible debris, the load will be ordered to be deposited at another landfill or receiving facility and no payment will be allowed for that load, and the CONTRACTOR will not invoice the CITY for such loads. For each suitable load picked up, hauled, processed, a record of the cubic yards will be recorded by the CONTRACTOR and CITY on numbered tickets supplied by the CONTRACTOR. Copies of each load record will be available to the CONTRACTOR and the CITY'S designee on site. Each invoice shall contain verification of each cubic yardage load ticket and also contain a summary sheet indicating by day, the individual verified load receipt and invoice amounts. The CITY may temporarily remove any disputed amount line items in the bill from the invoice for review. Disposal tickets disputed will be returned to the CONTRACTOR within five (5) working days of invoice date, for additional clarification prior to payment of those tickets.

The CONTRACTOR shall receive \$ 10.85 per cubic yard of material from public property that is gathered, picked up, hauled and processed by the CONTRACTOR. For each suitable load disposed of by the CONTRACTOR, the CONTRACTOR shall receive \$ 4.15 per cubic yard for hauling to the final disposal site. Disposal costs (Tipping Fees) shall be invoiced to the CITY by the CONTRACTOR based on the Okaloosa County Landfill's actual current tipping fee, regardless of final disposal location, at the time of disposal.

This reference of cost does not preclude the CONTRACTOR from utilizing alternative disposal sites as agreed upon by both parties (See Attachment 1, page 4; Debris Disposal, of this Agreement). The CONTRACTOR at no additional charge to the CITY shall accomplish TDSRS Site Reclamation, since the cost of this service is included in the cost listed above in this paragraph.

Measurement and Payment for Emergency Road Clearance, Demolition, Structures and Debris Removal from Private Property

Measurement of these services utilizing other than an hourly rate is difficult at best and would potentially lend itself to unnecessary disputes. Therefore, the CITY and the CONTRACTOR agree that the CONTRACTOR shall invoice the CITY utilizing the hourly rates listed in Attachment 3 to this Agreement. A not-to-exceed amount shall be placed upon any specific work performed at an hourly rate at time of issuance of a Notice to Proceed by the CITY to-the CONTRACTOR as agreed upon by both parties.

The CITY and the CONTRACTOR shall have inspectors in the field with each work crew to monitor, record, and sign time sheets for the actual times worked for each piece of equipment and crew-member present at a work site. These signed records shall be the basis for the CONTRACTOR'S invoice to the CITY.

Hazardous Stumps (Removal Back-Fill, Haul to TDSRS)

The removal and hauling of hazardous stumps is a unique process requiring specialized equipment. As such, this process requires a unique documentation and costing. Each stump will be measured by the CITY and CONTRACTOR inspector assigned, three (3) feet above normal ground level, to determine the diameter of the trunk. Once the diameter is established, the stump will be physically numbered by the best means available, photo documented by the CITY and recorded by the inspector on a specific record provided by the CONTRACTOR.

The CONTRACTOR shall invoice the CITY for hazardous stump removal and hauling to the TDSRS utilizing the following categories:

<u>Diameter</u>	<u>Price</u>
Less than 6 inches	\$ <u>10.00</u> per stump
6 to 12 inches	\$ <u>25.00</u> per stump
13 to 24 inches	\$ <u>75.00</u> per stump
25 to 48 inches	\$ <u>125.00</u> per stump
Greater than 48-inch diameter	\$ <u>150.00</u> per stump

The CONTRACTOR shall invoice the CITY \$ 20.00 per cubic yard for acquiring, hauling and placing clean back-fill material in holes left by hazardous stumps.

Sand Screening

The CONTRACTOR shall invoice the CITY \$ 25.00 per cubic yard of sand screened, to remove eligible debris deposited by an Event. This cost includes pick-up of debris laden sand, hauling to the processing screen located on the beach, processing the sand through the screen and returning clean sand to the beach as directed by the CITY. Debris removed from sand will be picked-up, hauled and processed utilizing the costs located above for Debris Removal from Public Property.

**COSTS FOR SCOPE OF SERVICES PART TWO –
TECHNICAL DISASTER RECOVERY ASSISTANCE**

ITEM I: PROGRAM MANAGEMENT ASSISTANCE

All costs associated with this service are included in the costs listed above. There will be no additional cost for this service.

**CITY OF DESTIN, FLORIDA
REQUEST FOR BIDS (RFB) NO. 19-04-PS
DISASTER RECOVERY SERVICES
HOURLY RATE SHEET
ATTACHMENT 3**

Hourly rates to be applied to Services as referenced in the RFB's Scope of Work

<u>General Equipment Description</u> (or equivalent)	<u>Unit</u>	<u>Unit Price</u>
Rubber Tired Excavator with debris grapple	Hour	\$ 135.00
216 Prentiss Knuckleboom Loader	Hour	\$ 125.00
JD 644 Wheel-Loader, or equivalent, with debris grapple	Hour	\$ 150.00
John Deere 544, or equivalent, with debris grapple	Hour	\$ 140.00
2-3 cu. yd. Articulated Loader with bucket	Hour	\$ 150.00
753 Bobcat Loader with debris grapple	Hour	\$ 155.00
John Deere 648-E Skidder	Hour	\$ 125.00
D-6 Dozer	Hour	\$ 125.00
Farm Tractor with box blade	Hour	\$ 90.00
30 Ton, or larger, Crane	Hour	\$ 235.00
Track-Hoe, John Deere 690	Hour	\$ 175.00
Rubber Tired Backhoe, JD 310 with bucket & hoe	Hour	\$ 190.00
50' Bucket Truck	Hour	\$ 215.00
Trailer Dump Truck, 50-60 Cu. Yd.	Hour	\$ 185.00
Tandem Dump Truck, 14-18 Cu Yd.	Hour	\$ 175.00
Equipment Transports	Hour	\$ 110.00
Supply Truck	Hour	\$ 50.00
Service Truck	Hour	\$ 90.00

Note: All above prices include operator. Depending on the severity of the disaster, some or all of the above equipment will be required. CONTRACTOR will ensure sufficient numbers of each type of listed equipment are available to meet the needs for a particular disaster.

<u>Personnel Description</u>	<u>Unit</u>	<u>Unit Price</u>
Climber with gear	Hour	\$ 90.00
Superintendent with truck, phone & radio	Hour	\$ 140.00
Foreman with truck	Hour	\$ 50.00
Inspector with vehicle, phone & radio	Hour	\$ 50.00
Saw Hand with chainsaw	Hour	\$ 50.00
Survey personnel with vehicle	Hour	\$ 50.00
Laborers & Flagmen	Hour	\$ 40.00

<u>Materials Description</u>	<u>Unit</u>	<u>Unit Price</u>
Fill Dirt for Stump Holes - Purchased, Placed, and Shaped	Cu Yd	\$ 20.00



T.F.R. Enterprises, Inc.

DISASTER RESPONSE DIVISION

Attachments 4, 5, and 6 are intentionally left blank. These forms are to be completed after work begins.

**CITY OF DESTIN, FLORIDA
REQUEST FOR BIDS (RFB) NO. 19-04-PS
DISASTER RECOVERY SERVICES
RIGHT OF ENTRY AGREEMENT FORM
ATTACHMENT #4**

I/We _____, the owner(s) of the property commonly defined
as _____ and more particularly described as _____

_____ do hereby grant and give freely and without coercion, to the City of Destin of Okaloosa County, the State of Florida, and the Federal Emergency Management Agency (FEMA), its officials, employees, agents, contractors, and subcontractors the right of access to the above described property for the purpose of removing and clearing any or all tree stumps caused by FEMA, State OR City - declared disaster deemed a safety hazard or health threat by City Code Enforcement or Building Department from the above described property.

It is fully understood this permit is not an obligation to perform debris clearance. The undersigned agrees and warrants to hold harmless the City of Destin, Okaloosa County, the State of Florida and the Federal Emergency Management Agency (FEMA), its agencies, departments, officials, employees, contractors, and subcontractors for damage of any type either to the above described property or persons situated thereon and hereby release, discharge and waive any claim or action, legal or equitable, against the City of Destin of Okaloosa County, its agencies, departments, officials, employees, contractors and subcontractors which may occur from any activities on the above described property. I/We have marked storm damage utility lines located on above described property.

I/We (have _____, have not _____) (will _____, will not _____) receive compensation for debris and/or tree stump removal from any other source including SEA, ASCS, private insurance, individual family grant program or any other public assistance program for the express purpose of removing debris and/or tree stumps in the above described property. I/We will report for this property to the City of Destin of Okaloosa County any insurance settlements paid or expected to me or my family for debris and/or tree stump removal. I/We are fully aware that an individual who fraudulently or willfully misstates any fact in connection with this agreement shall be subject to the fine not to exceed \$10,000 or imprisonment not to exceed one year, or both. For the consideration and purposes set forth herein, I hereby set my hand this

_____ day of _____, 2019.

Owner

Owner

Phone

Address

Sworn to and ascribed before me as witness this _____ day of _____, 20_____.

Print Name

Title

Signature

**CITY OF DESTIN, FLORIDA
REQUEST FOR BIDS (RFB) NO. 19-04-PS
DISASTER RECOVERY SERVICES
DEBRIS AND TREE STUMP REMOVAL REQUEST FORM
ATTACHMENT #5**

Phone Operator: _____ DATE: _____ TIME: _____

Caller: _____

Address: _____

Call Back Number: _____

Map/Page/Parcel Number: _____ Owner: _____

INSPECTION

Inspection Date: _____ Inspection Time: _____

Inspector's Name: _____ Total Number of Hazardous Trees: _____

Diagram: Show location of home, all trees down, trees/stumps posing a health/safety hazard, for removal.

**CITY OF DESTIN, FLORIDA
REQUEST FOR BIDS (RFB) NO. 19-04-PS
DISASTER RECOVERY SERVICES
FINDING OF IMMEDIATE HEALTH OR SAFETY HAZARD
ATTACHMENT #6**

The undersigned authorized agent or employee of the City of Destin, Florida (CITY) has personally inspected the public rights of-way in the CITY and finds that the storm debris constitutes an immediate danger to the health and safety of the citizens of the CITY. This finding is based upon the following factors:

- Fire hazard
- Impediment to emergency access
- Public health hazard due to rotting debris, dead animals, or breeding of flies and mosquitoes
- Pine beetle infestation
- Other health or safety hazard

This the _____ day of _____, 20_____.

Authorized Agent or Employee of the City of Destin FL

**CITY OF DESTIN, FLORIDA
REQUEST FOR BIDS (RFB) NO. 19-04-PS
DISASTER RECOVERY SERVICES
PUBLIC ENTITY CRIMES CERTIFICATION
ATTACHMENT #7**

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 or Contract:

No. 19-04-PS

2. This sworn statement is submitted TFR Enterprises, Inc. whose
business address is:

601 Leander Drive, Leander, TX. 78641

and (if applicable) Federal Employer Identification Number (FEIN) is 12-1149862 (If the entity
has no FEIN, include the Social Security Number of the individual signing this sworn statement:

3. My name is Tipton F. Rowland and my relationship to the entity named
above is CEO

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:

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

b) An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those

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

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

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

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

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

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

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

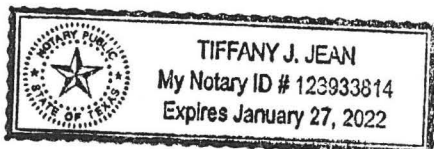
(Signature)

Date: 6/3/19

STATE OF FLORIDA Texas
COUNTY OF Williamson

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 3rd day of June, 2019, and is personally known to me, or has provided personally known as identification.

My Commission expires:



Tiffany J. Jean
Notary Public

**CITY OF DESTIN, FLORIDA
REQUEST FOR BIDS (RFB) NO. 19-04-PS
DISASTER RECOVERY SERVICES
DRUG-FREE WORKPLACE CERTIFICATION
ATTACHMENT #8**

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 apropos sale 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: TFR Enterprises, Inc
ADDRESS: 401 Leander Drive
CITY: Leander STATE: TX ZIP CODE: 78641
TELEPHONE NUMBER: (512) 260-3332 EXT. 200
SIGNATURE: [Signature] DATE: 10/3/19
NAME (TYPED OR PRINTED): Tipton F. Rowland
TITLE: CEO

ADDENDUM #1

**CITY OF DESTIN, FLORIDA REQUEST FOR BIDS (BID) NO. 19-04-PS
DISASTER RECOVERY SERVICES
MAY 14, 2019**

This addendum forms a part of the Contract Documents and modifies the original Bid specifications for this project. Acknowledge receipt of this addendum shall be required in the cover letter. Failure to do so may subject the Proposer to disqualification. The following items shall become a part of the proposal for the above referenced project. Clarifications for questions below:

Addendum 1 attachment replaces, in its entirety, the previous RFB document.

Clarification:

1. Please confirm that Tipping Fees/Disposal Fees are to be excluded from our proposed rates and treated as a pass-through expense whereby the contractor pays disposal fees and invoices the City for reimbursement at direct cost with no mark-up.

Tipping fees are addressed on page 13 of Attachment 2.

2. Page 3 Section III Bid Requirements Item K states each bid shall contain an hourly rate sheet (attachment #3). Attachment #3 found on page 14 is a certification of Finding of Immediate Health of Safety Hazard. Does the City have a price sheet or is the Contractor to provide our own Pricing sheet?

Hourly Rate Sheet is in Attachment 3, page 15

3. Will the city accept unit rates for debris removal work and hourly rates for the initial Push?

Costs for Scope of Services are addressed on page 13 & 14 of Attachment 2.

Opening Date: Thursday, June 6, 2019 2:00 P.M. CT

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:

Tipton F. Rowland
Print Name


Signature

6/3/19
Date

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: July 20, 2020

TYPE OF AGENDA ITEM: Presentation

TO: City Council

THRU: Karen Jankowski, HR Manager
Webb Warren, Deputy City Manager
Lance Johnson, City Manager

FROM: Krystal Strickland, Finance Director

DATE:

SUBJECT: Quarterly Reports from Raymond James and Benjamin Edwards

I. BACKGROUND: The City of Destin has funds invested with Benjamin Edwards (Thrift Plan) and with Raymond James (Short-term investments of excess cash on hand).

II. DISCUSSION: Please find attached the 1/4ly reports from Benjamin Edwards (Pension Fund) and Raymond James (Short-Term Investments). These reports are provided for informational purposes only.

Staff confirm the investments are being maintained in accordance with City policy. Staff periodically work with the investment advisors to keep them informed of changing needs. Council members may call Ms. Strickland in the Finance Department or our Plan Advisors with any questions.

A. Link to Strategic Goals / Objectives: Goal #1: Financial Sound City
Providing Service Excellence

B. Effect on Budget (EOB):

C. Level of Service (LOS):

III. CONCLUSION:

IV. RECOMMENDED MOTION:

Attachments:

1. City of Destin 7-13-2020
2. Raymond James City of Destin Jun

2020

Portfolio Report

City of Destin

6/11/13-7/10/20

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Prepared For City Of Destin Emp Tsp 5/1/87

Prepared on 7/13/20

Prepared By

Luttrell Financial Group
36468 Emerald Coast Parkway
Suite 5101
Destin, FL 32541
850-837-2451
matthew.dahlman@benjaminfedwards.com



BENJAMIN F. EDWARDS® & CO.
INVESTMENT'S for GENERATIONS®

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Holdings by Net Worth

City of Destin

Prepared for: City Of Destin Emp Tsp 5/1/87

As of: 7/10/20

Assets

Asset: Non-Qualified

ACCOUNT NAME	ACCOUNT NUMBER	ACCOUNT TYPE	VALUE (\$)
Brokerage	XXXXXX3109	Corporate Pensionand Profit Sharing Plan	5,913,205.57
Non-Qualified Total:			\$5,913,205.57
Portfolio Assets Total:			\$5,913,205.57

^A This report may include assets that the firm does not hold and which are not included on the firm's books and records.

Prepared by: Luttrell Financial Group Benjamin F. Edwards & Co.

Portfolio Report created on: 7/13/20

Incomplete if presented without accompanying disclosure pages

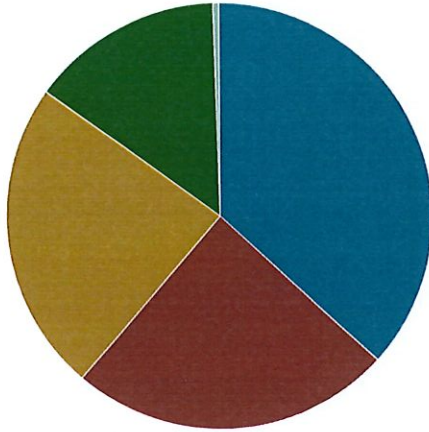
Asset Allocation by Asset Type

City of Destin

Prepared for: City Of Destin Emp Tsp 5/1/87

As of: 7/10/20

Combined Total



ASSET TYPE	VALUE (\$)	(%)
US STOCKS	2,176,137	36.80
NON-US STOCKS	1,449,561	24.51
BONDS	1,396,435	23.62
CASH	864,220	14.62
OTHER	26,853	0.45
Total:	\$5,913,206	100%

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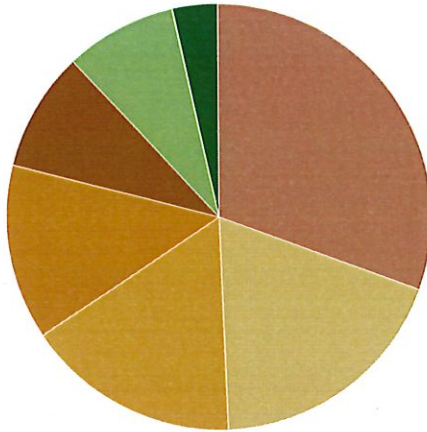
Asset Allocation by Investment Style

City of Destin

Prepared for: City Of Destin Emp Tsp 5/1/87

As of: 7/10/20

Combined Total



INVESTMENT STYLE	VALUE (\$)	(%)
LARGE CAP - BLEND	1,808,907	30.59
WORLD ALLOCATION	1,111,764	18.80
FOREIGN LARGE GROWTH	961,403	16.26
SHORT-TERM BOND	787,305	13.31
INTERMEDIATE CORE BOND	538,242	9.10
LARGE CAP - GROWTH	502,435	8.50
CASH	203,149	3.44
Total:	\$5,913,206	100%

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Prepared by: Luttrell Financial Group Benjamin F. Edwards & Co.

Portfolio Report created on: 7/13/20

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Account Performance Detail

City of Destin

Prepared for: City Of Destin Emp Tsp 5/1/87

Period: 6/11/13 - 7/10/20

ACCOUNT	ACCOUNT NUMBER	BEGINNING VALUE (\$)	NET CONTRIBUTIONS (\$)	CHANGE IN VALUE (\$)	ENDING VALUE (\$)	RETURN (%)	RETURN
Brokerage	XXXXX3109	--	3,422,433	2,490,772	5,913,206	6.93	
Portfolio Total:		\$0	\$3,422,433	\$2,490,772	\$5,913,206	6.93%	

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Prepared by: Luttrell Financial Group Benjamin F. Edwards & Co.

Portfolio Report created on: 7/13/20

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Portfolio Snapshot

City of Destin

Prepared for: City Of Destin Emp Tsp 5/1/87

Period: 6/11/13-7/10/20

Summary

As of: 7/10/20

Portfolio Performance

PORTFOLIO	\$5,913,206	SELECTED PERIOD (\$)	LAST QUARTER (\$)	YEAR TO DATE (\$)	LAST YEAR (\$)	SINCE START DATE (\$)	
		6/11/13 - 7/10/20	Q2,20	7/10/20	2019	6/11/13	
GAIN/LOSS		Beginning Value	0	5,071,433	6,024,232	5,416,575	0
Realized	\$49,738	Net Contribution	3,422,433	32,362	-181,859	-293,487	3,422,433
Unrealized	\$569,054	Change in Value	2,490,772	667,736	70,833	901,144	2,490,772
		Ending Value	5,913,206	5,771,531	5,913,206	6,024,232	5,913,206
		Return	6.93%	13.06%	1.21%	17.82%	6.93%

Account Performance

ACCOUNT	START DATE	VALUE (\$)	% OF TOTAL	SELECTED PERIOD (%)	LAST QUARTER (%)	YEAR TO DATE (%)	LAST YEAR (%)	SINCE START DATE (%)
		7/10/20	7/10/20	6/11/13 - 7/10/20	Q2,20	7/10/20	2019	
Brokerage	6/11/13	5,913,206	100.00	6.93	13.06	1.21	17.82	6.93

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Prepared by: Luttrell Financial Group Benjamin F. Edwards & Co.

Portfolio Report created on: 7/13/20.

Incomplete if presented without accompanying disclosure pages

Portfolio Value (millions \$)



*Represents partial period

The Internal Rate of Return (IRR) is used to calculate the true, money-weighted rate of return. Like the Modified Dietz calculation, the portfolio or asset is valued at the starting and ending points of the period. And, cash flows are included based on their timing.

The IRR is related to the time-value of money or present value formula. It calculates the discount rate which will take the starting value and all cash flows to result in the ending market value.

Performance returns for time periods longer than 365 days have been annualized.

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Portfolio Report created on: 7/13/20.

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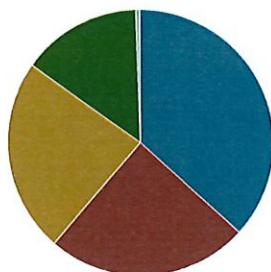
Portfolio Snapshot

City of Destin

Prepared for: City Of Destin Emp Tsp 5/1/87

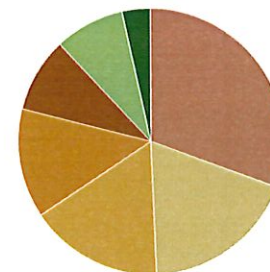
As of: 7/10/20

Asset Type



ASSET TYPE	CURRENT ALLOCATION	VALUE (\$)	(%)
US STOCKS		2,176,137	36.80
NON-US STOCKS		1,449,561	24.51
BONDS		1,396,435	23.62
CASH		864,220	14.62
OTHER		26,853	0.45
Total:		\$5,913,206	100%

Investment Style



INVESTMENT STYLE	CURRENT ALLOCATION	VALUE (\$)	(%)
LARGE CAP - BLEND		1,808,907	30.59
WORLD ALLOCATION		1,111,764	18.80
FOREIGN LARGE GROWTH		961,403	16.26
SHORT-TERM BOND		787,305	13.31
INTERMEDIATE CORE BOND		538,242	9.10
LARGE CAP - GROWTH		502,435	8.50
CASH		203,149	3.44
Total:		\$5,913,206	100%

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Prepared by: Luttrell Financial Group Benjamin F. Edwards & Co.

Portfolio Report created on: 7/13/20.

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BENJAMIN F. EDWARDS & CO.
INVESTMENTS for GENERATIONS®

Multi-Period Performance

City of Destin

Prepared for: City Of Destin Emp Tsp 5/1/87

Period: 6/11/13 - 7/10/20

City Of Destin Emp Tsp 5/1/87

Account Name: Brokerage

Account Number: XXXXX3109

Account Type: Corporate Pensionand Profit Sharing Plan

	SELECTED PERIOD (%)	MONTH TO DATE (%)	LAST MONTH (%)	QUARTER TO DATE (%)	LAST QUARTER (%)	YEAR TO DATE (%)	SINCE START DATE (%)	START DATE
	6.93	2.19	2.08	2.19	13.06	1.21	6.93	6/11/13
City Of Destin Emp Tsp 5/1/87 Total:	6.93	2.19	2.08	2.19	13.06	1.21	6.93	

^A This report may include assets that the firm does not hold and which are not included on the firm's books and records.

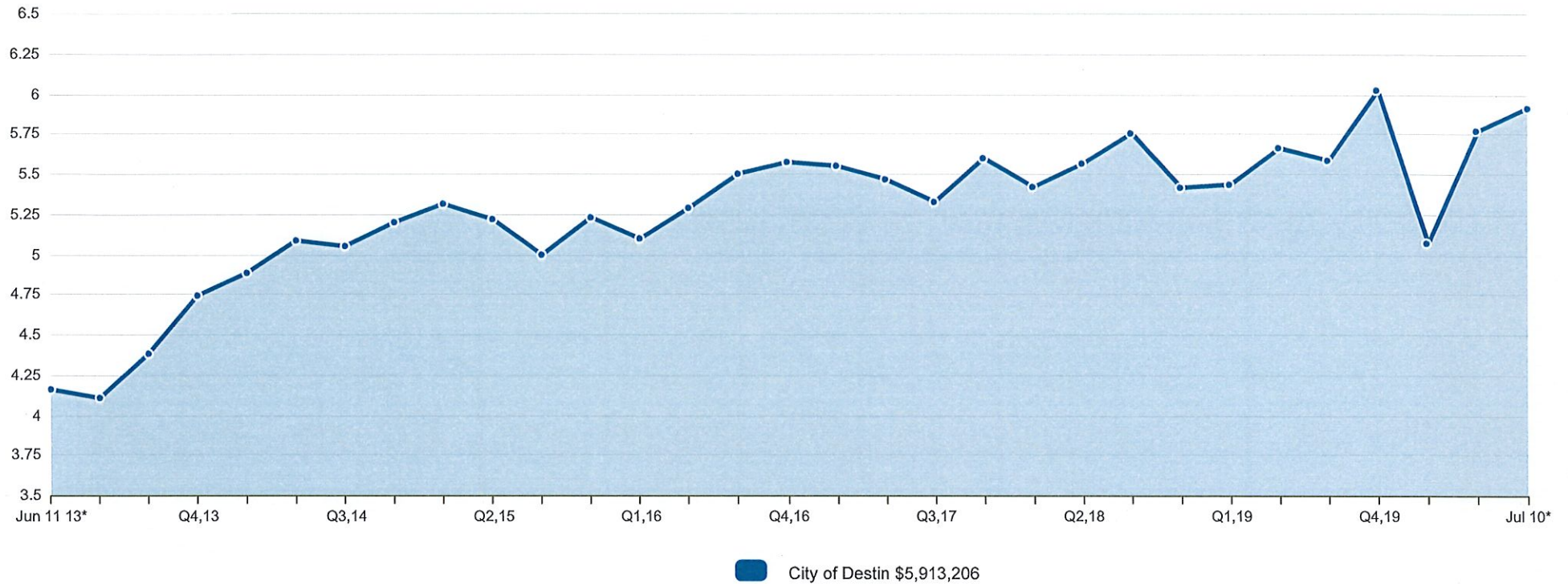
Prepared by: Luttrell Financial Group Benjamin F. Edwards & Co.

Portfolio Report created on: 7/13/20

Incomplete if presented without accompanying disclosure pages

Period: 6/11/13 - 7/10/20

Portfolio Value (millions \$)



*Represents partial period

Portfolio Performance

PERIOD	ENDING VALUE (\$)	NET CONTRIBUTION (\$)	CHANGE IN VALUE (\$)	PORTFOLIO (%)
Start	0			
6/11/13-6/30/13*	4,107,846	4,166,873	-59,027	-1.49

^ This report may include assets that the firm does not hold and which are not included on the firm's books and records.

Prepared by: Luttrell Financial Group Benjamin F. Edwards & Co.

Portfolio Report created on: 7/13/20

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Portfolio Value and Benchmark

City of Destin

Prepared for: City Of Destin Emp Tsp 5/1/87

Period: 6/11/13 - 7/10/20

PERIOD	ENDING VALUE (\$)	NET CONTRIBUTION (\$)	CHANGE IN VALUE (\$)	PORTFOLIO (%)
7/1/13 - 9/30/13	4,382,492	64,675	209,971	5.07
10/1/13 - 12/31/13	4,743,134	84,682	275,960	6.24
1/1/14 - 3/31/14	4,884,317	59,060	82,123	1.72
4/1/14 - 6/30/14	5,086,800	9,131	193,352	3.94
7/1/14 - 9/30/14	5,051,290	4,538	-40,048	-0.79
10/1/14 - 12/31/14	5,200,828	85,516	64,022	1.26
1/1/15 - 3/31/15	5,315,459	26,981	87,650	1.69
4/1/15 - 6/30/15	5,219,172	-100,759	4,472	0.09
7/1/15 - 9/30/15	4,997,899	67,187	-288,460	-5.50
10/1/15 - 12/31/15	5,230,477	86,556	146,022	2.90
1/1/16 - 3/31/16	5,098,982	-228,409	96,914	1.92
4/1/16 - 6/30/16	5,290,463	76,439	115,042	2.24
7/1/16 - 9/30/16	5,502,748	52,636	159,649	3.00
10/1/16 - 12/31/16	5,576,247	85,983	-12,484	-0.23
1/1/17 - 3/31/17	5,552,269	-284,715	260,737	4.88
4/1/17 - 6/30/17	5,468,377	-239,251	155,359	2.91
7/1/17 - 9/30/17	5,327,658	-332,280	191,561	3.51
10/1/17 - 12/31/17	5,600,209	89,015	183,536	3.42
1/1/18 - 3/31/18	5,420,680	-135,284	-44,245	-0.81
4/1/18 - 6/30/18	5,566,438	93,228	52,530	0.96
7/1/18 - 9/30/18	5,756,328	71,221	118,669	2.12
10/1/18 - 12/31/18	5,416,575	94,755	-434,508	-7.48
1/1/19 - 3/31/19	5,435,926	-406,570	425,921	8.40
4/1/19 - 6/30/19	5,664,581	96,986	131,669	2.40
7/1/19 - 9/30/19	5,586,746	-73,648	-4,187	-0.07
10/1/19 - 12/31/19	6,024,232	89,744	347,742	6.18

^ This report may include assets that the firm does not hold and which are not included on the firm's books and records.

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Portfolio Report created on: 7/13/20

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INVESTMENTS for GENERATIONS®

Portfolio Value and Benchmark

City of Destin

Prepared for: City Of Destin Emp Tsp 5/1/87

Period: 6/11/13 - 7/10/20

PERIOD	ENDING VALUE (\$)	NET CONTRIBUTION (\$)	CHANGE IN VALUE (\$)	PORTFOLIO (%)
1/1/20 - 3/31/20	5,071,433	-229,416	-723,383	-12.31
4/1/20 - 6/30/20	5,771,531	32,362	667,736	13.06
7/1/20 - 7/10/20*	5,913,206	15,196	126,479	2.19
6/11/13 - 7/10/20	\$5,913,206	\$3,422,433	\$2,490,773	6.93%

*Represents partial period

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Prepared by: Luttrell Financial Group Benjamin F. Edwards & Co.

Portfolio Report created on: 7/13/20

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BENJAMIN F. EDWARDS & CO.
INVESTMENTS for GENERATIONS®

Security Performance

City of Destin

Prepared for: City Of Destin Emp Tsp 5/1/87

Period: 6/11/13 - 7/10/20

City Of Destin Emp Tsp 5/1/87

Account Name: Brokerage

Account Number: XXXXX3109

Account Type: Corporate Pensionand Profit Sharing Plan

ASSET	VALUE (\$)	SELECTED PERIOD (%)	YEAR TO DATE (%)	ONE YEAR (%)	THREE YEARS (%)	FIVE YEARS (%)	SINCE START DATE (%)	START DATE
AMCAP FD INC COM	502,435	12.93	6.20	13.92	13.56	10.61	12.93	6/11/13
AMERICAN FUNDS THE BOND FUND OF AMERICA-A	538,242	3.55	10.15	10.83	5.61	4.43	3.55	6/11/13
CAPITAL INCOME BLDR FD SH BEN INT	1,111,764	4.84	-6.50	-1.04	2.63	3.69	4.84	6/11/13
CASH	203,149	-- ⁷	-- ⁷	-- ⁷	-- ⁷	-- ⁷	-- ⁷	6/11/13
EURO PAC GROWTH FD SH BEN INT	961,403	7.01	1.72	9.59	7.42	6.17	7.01	6/11/13
INTERMEDIATE BD FD AMER SH BEN INT	527,240	2.37 ⁶	7.14	7.22	3.75	2.71	2.37	10/9/13
INVESTMENT CO AMER COM	1,808,907	11.02	0.17	8.22	8.96	9.39	11.02	6/11/13
SHORT TERM BD FD AMER INC SHS CL A	260,065	1.39	3.21	3.96	2.40	1.73	1.39	6/11/13
Brokerage Total:	\$5,913,206	6.93%	1.21%	6.75%	6.39%	6.12%	6.93%	6/11/13
City Of Destin Emp Tsp 5/1/87 Total:	\$5,913,206	6.93%	1.21%	6.75%	6.39%	6.12%	6.93%	6/11/13
Total:	\$5,913,206	6.93%	1.21%	6.75%	6.39%	6.12%	6.93%	6/11/13

^A This report may include assets that the firm does not hold and which are not included on the firm's books and records.

Prepared by: Luttrell Financial Group Benjamin F. Edwards & Co.

Portfolio Report created on: 7/13/20

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Disclosure

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This report is being generated as a courtesy and is for Informational Purposes only and is not intended, in any manner, as an official brokerage or mutual fund statement. This report is not to be used as an official books and records statement of the Firm. Please contact the relevant product sponsor if you have any questions about the statements.

Values are as of 2020. We believe the sources to be reliable, however, the accuracy and completeness of the information is not guaranteed. In the event of a discrepancy, the sponsor's valuation shall prevail.

Data reflected within this report may reflect data held at various custodians and may not be covered under SIPC. The Firm's SIPC coverage only applies to those assets held at the Firm. In addition, certain other reported entities may be SIPC members that provide coverage for assets held there. You should contact your financial representative, or the other entity, or refer to the other entity's statement, regarding SIPC coverage. Assets reflected on this report that are not held at the Firm on your behalf are not part of the Firm's books and records.

DATA DISPLAYED ON THIS SITE OR PRINTED IN SUCH REPORTS MAY BE PROVIDED BY THIRD PARTY PROVIDERS.

Performance data quoted represents past performance and does not guarantee future results. The investment return and principal of an investment will fluctuate so that an investor's shares when redeemed may be worth more or less than original cost. The values represented in this report may not reflect the true original cost of your initial investment.

Cost basis information may be incomplete or may not accurately reflect the methodology used by a particular client. Clients should consult with their tax advisor.

For fee-based accounts only: The data may or may not reflect the deduction of investment advisory fees. If the investment is being managed through a fee-based account or agreement, the returns may be reduced by those applicable advisory fees. The information contained in these reports is collected from sources believed to be reliable. However, you should always rely on the official statements received directly from the custodians. If you have any questions regarding this report, please call your representative.

Pie chart slices labeled as "other" may include securities classified as "other" by the provider of asset classification data, as well as securities that did not fit in the other slices displayed.

⁶ The return for this holding represents a partial period relative to the report period requested on the report. At some time during the reporting period, the holding was not in the portfolio. The partial period asset will affect the total account's rate of return.

⁷ Cash and Cash Equivalents rate of return is not displayed as a line item; however, they are calculated in the overall rate of return performance.

¹³ Rate of return on the benchmark cannot be calculated because the benchmark did not exist for the entire period.

Performance calculations are performed using the Internal Rate of Return (IRR) Calculation method

The Internal Rate of Return (IRR) is used to calculate the true, money-weighted rate of return. Like the Modified Dietz calculation, the portfolio or asset is valued at the starting and ending points of the period. And, cash flows are included based on their timing.

The IRR is related to the time-value of money or present value formula. It calculates the discount rate which will take the starting value and all cash flows to result in the ending market value.

Performance returns for time periods longer than 365 days have been annualized.

Any benchmark return calculations included on this report were performed using a cash flow adjusted calculation.

^A The source data for the following accounts was provided by Pershing:
XXXXX3109

^A This report may include assets that the firm does not hold and which are not included on the firm's books and records.

Prepared by: Luttrell Financial Group Benjamin F. Edwards & Co.

Portfolio Report created on: 7/13/20

City of Destin- EBR483109
Thrift Savings Plan

Value as of 7/13/2020 5,913,205.49

Fund	Current Value	Target Percentage	New Value	Difference
AmCap Fund	\$ 502,435.09	8%	\$ 473,056.44	(29,378.65)
Bond Fund of America	\$ 538,241.67	10%	\$ 591,320.55	53,078.88
Capital Income Builder	\$ 1,111,763.90	20%	\$ 1,182,641.10	70,877.20
Europacific Growth Fund	\$ 961,403.30	15%	\$ 886,980.82	(74,422.48)
Intermediate Bond Fund of America	\$ 527,239.67	10%	\$ 591,320.55	64,080.88
Investment Company of America	\$ 1,808,907.20	30%	\$ 1,773,961.65	(34,945.55)
Short Term Bond Fund	\$ 260,065.29	5%	\$ 295,660.27	35,594.98
Money Market	\$ 203,149.37	2%	\$ 118,264.11	(84,885.26)
Total	\$ 5,913,205.49		\$ 5,913,205.49	

This report is a service from your Investment Professional, not a substitute for your account statements or confirmations. This report is prepared as of trade date rather than settlement date and may be prepared on a different date than your statement. This report uses information from sources that Pershing believes to be reliable, but Pershing cannot guarantee the accuracy of this information or the reliability of these sources. If you find discrepancies in this report, please contact your investment professional.



Brian Haugen WMS, CRPS®, CEP®
Senior Vice President, Investments

Steve Cann MS, MPAS®, CFP®
Associate Vice President, Investments

July 15, 2020

Krystal:

Attached is the City's most recent quarterly report for the period ending 6/30/2020.

Summary of Investment Objectives and Restrictions

Accounts at Raymond James / Eagle Asset Management are managed in accordance with the City's published objectives and restrictions as referenced and summarized below:

- **Compliance with Florida Statutes 218.415 & 208.02, and City Resolutions 12-12 & 13-04**

Allowable investments are restricted to:

- Bank deposits at Qualified Public Depository
- Money Market Instruments
- Certificates of Deposit (FDIC-insured CDs)
- U.S. Treasuries
- Government Agency Bonds
- Mortgage Backed Securities
- Investment Grade Corporate Bonds
- Asset Backed Securities

- **Compliance with City's stated Investment Objectives and Criteria (City Resolution 12-12)**

- Safety, diversification, liquidity, public trust, prudence (as defined in Resolution 12-12)
- "Market rate of return" – with the objective of regularly exceeding the average rate of return on a six month U.S. Treasury Bill.

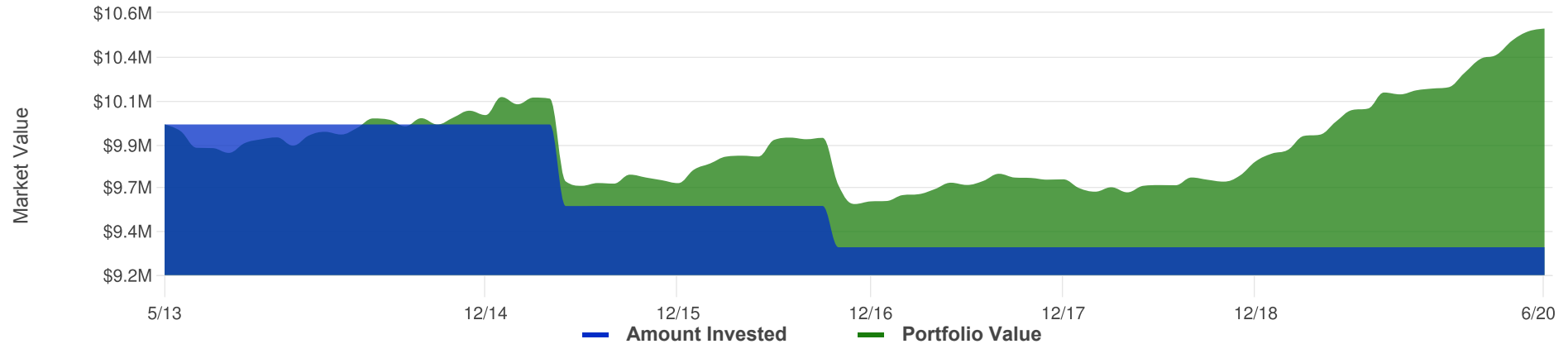
Value Over Time as of Jul 14, 2020

City of Destin

BRIAN HAUGEN, STEVE CANN
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Value Over Time

5/3/13 - 6/30/20



	Beginning Market Value	Contributions/ Withdrawals	Income	Change in Market Value	Ending Market Value	Investment Results	Time-Weighted (Net of Fees) Performance	Annualized* Performance
Total Portfolio	\$10,000,000.00	(\$677,479.85)	\$13,436,409.65	(\$12,229,970.17)	\$10,528,959.63	\$1,206,439.48		1.69%
Year to Date (12/31/2019 - 6/30/2020)	\$10,204,966.41	\$0.00	\$866,305.48	(\$542,312.26)	\$10,528,959.63	\$323,993.22	3.17%	1.69%
2019	\$9,796,723.09	\$0.00	\$1,879,327.34	(\$1,471,084.02)	\$10,204,966.41	\$408,243.32	4.17%	1.34%
2018	\$9,697,274.91	\$0.00	\$1,732,678.94	(\$1,633,230.76)	\$9,796,723.09	\$99,448.18	1.03%	0.85%
2017	\$9,575,633.36	\$0.05	\$2,110,544.62	(\$1,988,903.12)	\$9,697,274.91	\$121,641.50	1.27%	0.82%
2016	\$9,676,426.31	(\$228,000.00)	\$2,100,089.19	(\$1,972,882.14)	\$9,575,633.36	\$127,207.05	1.29%	0.69%
2015	\$10,051,869.42	(\$449,479.90)	\$1,813,360.59	(\$1,739,323.80)	\$9,676,426.31	\$74,036.79	0.73%	0.47%
2014	\$9,883,023.75	\$0.00	\$1,686,696.01	(\$1,517,850.34)	\$10,051,869.42	\$168,845.67	1.71%	0.31%
2013 (5/03/2013 - 12/31/2013)	\$10,000,000.00	\$0.00	\$1,247,407.48	(\$1,364,383.73)	\$9,883,023.75	(\$116,976.25)	(1.17%)	(1.17%)

Value Over Time_{as of Jul 14, 2020}



City of Destin

BRIAN HAUGEN, STEVE CANN
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**Returns are annualized for periods greater than one year.*

Performance Analysis as of Jul 14, 2020

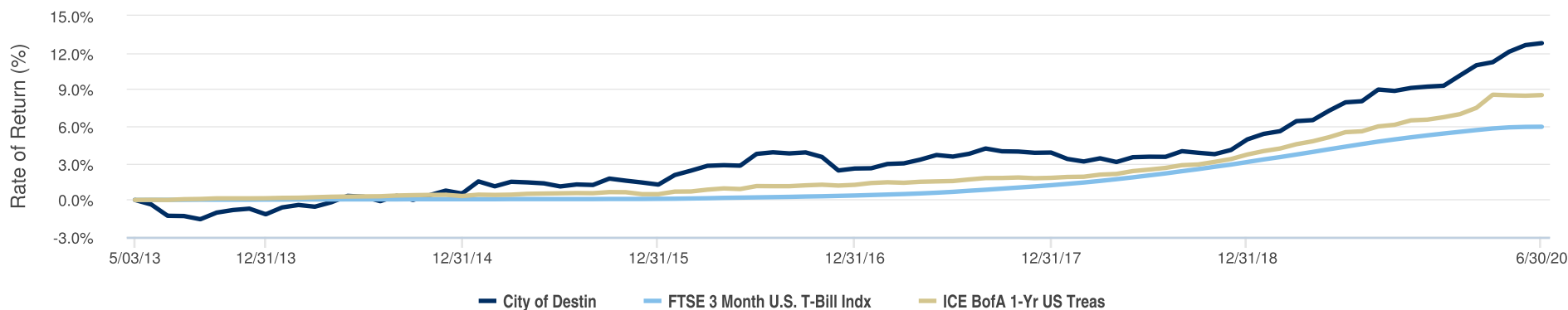
City of Destin

BRIAN HAUGEN, STEVE CANN
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Performance Analysis Summary

Time-Weighted (Net of Fees)

Total Market Value as of 6/30/2020: \$10,528,959.63



The Cumulative Return is charted above.

	YTD 12/31/19 6/30/20	Last 3 Years* 6/30/17 6/30/20	Since Inception* 5/03/13 6/30/20
City of Destin	3.17%	2.89%	1.69%
FTSE 3 Month U.S. T-Bill Indx	0.52%	1.72%	0.81%
ICE BofA 1-Yr US Treas	1.69%	2.25%	1.15%
S&P 500 Total Return Indx	(3.08%)	10.72%	11.81%
BBG Barclays US Agg Bd	6.14%	5.32%	3.42%

Inception Date: 5/3/13

*Returns are annualized for periods greater than one year.

Additional Information Regarding This Report

City of Destin

BRIAN HAUGEN, STEVE CANN
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This report should not be used as a substitute for your monthly statement, 1099 or to determine taxability. Changes in tax laws may occur at any time and could have a substantial impact upon each person's situation. While we are familiar with the tax provisions of the issues presented herein, we are not qualified to render advice on tax or legal matters. The information in this report has been obtained from sources that we believe to be reliable, but cannot be guaranteed.

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Alex. Brown a division of Raymond James.

The account listing may or may not include all of your accounts with Raymond James & Associates, Inc. This report is comprised of data from the following accounts: xxxxx714, xxxxx675, xxxxx680, xxxxx699, xxxxx703

Report ID: a_113652_1594785600000_1594838945045_00001of00001

Performance

The performance data quoted represents past performance and does not guarantee future results. The investment return and principal value of an investment will fluctuate so that an investor's shares, when redeemed, may be worth more or less than their original cost. The current performance may be lower or higher than the performance data quoted. It is not possible to invest directly in an index.

Performance is depicted using the Time-Weighted method for the entire period.

Time-Weighted - The geometric (compounded) return measured on the basis of periodic market valuations of assets. If applicable, the return includes the effects of leverage. Unlike the dollar-weighted method, it minimizes the impact of cash flows on the rate of return; however, in principle it requires valuations to be made on the occasion of each cash flow. Approximation to this measure can be obtained by prorating cash flows to successive valuation points or by computing internal rates of return between valuation points. If there are no interim cash flows, the time-weighted return, compounded annually determines the entire value of an investment.

Returns are calculated net of fees.

Annualized refers to the annualized return from the inception date of the account, or the selected beginning date when using the date-to-date functionality.

The inception date indicates the date of account or household initiation in the Portfolio Performance system. This date may not match the date the account was opened.

Managed Account Performance- In order for managers to track real time cash in managed AMS accounts, certain activity may not reflect the actual transaction dates and market values may differ from what is reported on client statements. The Time-Weighted Total Equity and Time-Weighted All Cash returns are the same for these accounts.

All performance figures exclude unpriced securities (including securities of indeterminate value), limited partnerships (other than limited partnerships classified as Alternative Investments and

appearing in that section of your statement).

Dividends are not guaranteed and will fluctuate.

The CFA Institute has not been involved with the preparation or review of this statement.

Accounts that have been closed may be included in the consolidated performance report. When closed accounts are included in the consolidated report, the performance report will only include information for the time period the account was active during the consolidated performance reporting time period.

Accounts with Real Time Cash may have cash values updated throughout the day, note that this may cause a difference in account values between performance and holdings reports.

Securities Information

Non-proprietary annuity values will show as contributions on the date they became available to the Portfolio Performance system. They are included through the selected calculation ending date. Prior inclusion of these values in the rate of return calculation is not available.

Raymond James Certificates of Deposit values will show as contributions on the date they became available to the Portfolio Performance system. They are included through the selected calculation ending date. Prior inclusion of these values in the rate of return calculation is not available.

Values include accrued income. Values are based on trade date accounting method.

This analysis is for informational purposes only and is intended to be used as part of a complete portfolio review with your financial advisor. The data provided in the asset allocation analysis is subject to inherent limitations and is not guaranteed to represent actual asset class exposure(s) within your account(s) at the time of calculation. See raymondjames.com/assetallocation/faq to learn more. Raymond James and Morningstar data are subject to the availability of fund filings as well as internal analysis and may not represent real-time allocations.

Additional Information Regarding This Report

City of Destin

BRIAN HAUGEN, STEVE CANN
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An investment in a money market fund is not insured or guaranteed by the Federal Deposit Insurance Corporation or any other government agency. Although these funds seek to preserve the value of your investment at \$1.00 per share, it is possible to lose money by investing in them.

Benchmark Information

BBG Barclays US Agg Bd - The Bloomberg Barclays U.S. Aggregate Bond index is a measure of the investment grade, fixed-rate, taxable bond market of roughly 6,000 SEC-registered securities with intermediate maturities averaging approximately 10 years. The index includes bonds from the Treasury, Government-Related, Corporate, MBS, ABS, and CMBS sectors.

FTSE 3 Month U.S. T-Bill Indx - This index is a measurement of the movement of 3-month T-Bills. The income used to calculate the monthly return is derived by subtracting the original amount invested from the maturity value.

ICE BofA 1-Yr US Treas - The ICE BofA 1-Year US Treasury Note Index is comprised of a single issue purchased at the beginning of the month and held for a full month. At the end of the month that issue is sold and rolled into a newly selected issue. The issue selected at each month-end rebalancing is the outstanding two-year Treasury note that matures closest to, but not beyond, one year from the rebalancing date. To qualify for selection, an issue must have settled on or before the month-end rebalancing date.

S&P 500 Total Return Indx - The S&P 500 Index Total Return is a broad-based measurement of changes in stock market conditions based on the average performance of 500 widely held common stocks. It consists of 400 industrial, 40 utility, 20 transportation, and 40 financial companies listed on U.S. market exchanges. This is a capitalization-weighted calculated on a total return basis with dividends reinvested. The S&P represents about 75% of the NYSE market capitalization.

EMERGENCY OPERATING FUND (PAGE 1 of 2)

CUSIP	Coupon	Maturity	Quantity	Market Price	Mkt Value + Accrued	Moody Rating	S&P Rating	Duration	Yield to Worst	Current Yield	Avg Life Yrs	Weight
DESTC1 - City Of Destin (Prices as of 06/30/2020)	2.762	01/27/2025	1,340	103.161	1,386,485.34			1.451	0.422	2.679	4.426	100.00
<u>Cash</u>												
-												
CASHCASH6 - OPENING BALANCE	0.000	07/01/2020	17	100.000	16,525.70	U.S./#Aaa	U.S.	0.000	0.000	0.000	0.003	1.19
<u>ABS</u>												
-												
12596JAB9 - CNH 2019-A A2 2.96% 05/16/2022	2.960	02/15/2022	12	100.550	12,175.67	Aaa	AAA			2.944	1.630	0.88
14041NFN6 - Capital One Multi Asset Execut 1.99% 07/17/2023	1.990	07/15/2023	25	100.330	25,103.23		AAA			1.983	3.041	1.81
14041NFT3 - COMET 2019-A1 A1 2.84% 12/16/2024	2.840	12/15/2024	33	103.890	34,322.75	Aaa	AAA	2.226	1.117	2.734	2.301	2.48
14043TAD8 - Capital One Prime Auto 2019-2 20220915 0.00000 a-2	2.060	09/15/2022	25	100.700	25,216.32		AAA			2.046	2.211	1.82
14314WAD3 - Carmax Auto Owner Tr 2017-3 20220415 1.97000 a-3	1.970	04/15/2022	14	100.480	13,822.75		AAA			1.961	1.792	1.00
14315NAC4 - CARMX 2019-1 A3 3.05% 03/15/2024	3.050	03/15/2024	59	103.230	60,980.68	Aaa	AAA	1.855	1.329	2.955	1.912	4.40
254683CM5 - DCENT 2019-A3 A 1.89% 10/15/2024	1.890	05/15/2024	17	103.340	17,607.96	Aaa				1.829	3.874	1.27
34528FAD0 - FORDO 2018-1 A3	3.030	09/15/2022	35	101.380	35,908.04	Aaa	AAA			2.989	2.211	2.59
65479CAD0 - Nissan Auto Rec Tr 2020-B 20240715 0.00000 a-3	0.550	07/15/2024	28	100.050	28,014.00		AAA			0.550	4.041	2.02
92348XAB1 - VZOT 2018-A A1B 0.01% 04/20/2023	0.430	04/20/2023	83	100.020	83,026.52	Aaa	AAA			0.430	2.805	5.99
<u>Agencies</u>												
-												
3130AHSR5 - Federal Home Loan Banks Cons Bd 1.625%21 Cons B	1.625	12/20/2021	55	102.030	56,141.33	Aaa	AAA	1.460	0.243	1.593	1.474	4.05
3130AJ7E3 - Federal Home Loan Banks Cons Bd 1.375%23 Cons B	1.375	02/17/2023	40	102.940	41,373.08	Aaa	AAA	2.591	0.253	1.336	2.636	2.98
3135G0T78 - Federal Natl Mtg Assn 2%100522 2%1005	2.000	10/05/2022	27	103.830	28,161.60	Aaa	AA+	2.223	0.301	1.926	2.266	2.03
3135G0U84 - Fannie Mae 2.875 10/30/20	2.875	10/30/2020	43	100.890	43,588.74	Aaa	AAA	0.335	0.202	2.850	0.334	3.14
742651DJ8 - Private Expt Fdg Corp Sec Nt-BB 4.3%21 Sec Nt	4.300	12/15/2021	63	105.520	66,590.48	Aaa		1.428	0.496	4.075	1.460	4.80
742651DR0 - Private Expt Fdg Corp Sr Sec N12.05%22 Sr Sec	2.050	11/15/2022	27	102.920	27,857.59	Aaa		2.325	0.806	1.992	2.378	2.01
880591EL2 - Tennessee Valley Auth Pwr Bd 3.875%21 Pwr Bd	3.875	02/15/2021	40	102.270	41,489.25	Aaa	AA+	0.624	0.238	3.789	0.630	2.99
<u>CMBS</u>												
-												
3137A2B26 - FHLMC Remic Series K-009 20200825 3.80800 a-2	3.808	08/01/2020	10	100.050	10,378.59	Aaa	AAA	0.080	-0.215	3.806	0.079	0.75
3137A8PP7 - FHLMC Remic Series K-012 20201225 Flt a-2	4.186	12/01/2020	42	101.160	42,500.98	Aaa	AAA	0.430	0.870	4.138	0.422	3.07
3137B4GX8 - FHLMC Remic Series K-032 20230225 3.01600 a-1	3.016	02/01/2023	22	103.390	22,900.06	Aaa	AAA	1.370	0.426	2.917	1.389	1.65
3137FKK70 - FHMS KJ23 A1 3.174% 03/25/2022	3.174	03/01/2022	3	101.700	2,751.67	Aaa	AA+	0.730	0.585	3.121	0.740	0.20
<u>CMO</u>												
-												
3136ACN98 - FNMA Remic Trust 2013-15 20390325 Flt Ef	0.535	03/25/2039	21	99.890	20,652.43	Aaa	AAA			0.535	18.734	1.49
3137A1N25 - FHLMC Remic Series 3706 20231015 2.00000 Cb	2.000	10/01/2023	5	100.460	4,869.98	Aaa	AA+			1.991	3.254	0.35
3137A3TA7 - FHLMC Remic Series 3773 20201215 2.50000 Gk	2.500	12/01/2020	1	100.210	1,420.48	Aaa	AA+			2.495	0.422	0.10
3137A8QF8 - FHLMC Remic Series 3841 20260415 3.00000 Bd	3.000	04/01/2026	1	100.340	1,223.02	Aaa	AA+			2.990	5.753	0.09
3137AFUE0 - FHLMC Remic Series 3942 20211015 2.00000 Ac	2.000	10/01/2021	6	100.490	5,811.11	Aaa	AA+			1.990	1.255	0.42
3137ANRX5 - FHLMC Remic Series 4027 20251015 2.00000 Gd	2.000	10/01/2025	7	100.030	7,066.50	Aaa	AA+			1.999	5.255	0.51
3137F4CJ9 - FHLMC Remic Series 4773 20421015 4.00000 Ka	4.000	10/01/2042	22	101.800	22,130.83	Aaa	AAA			3.929	22.255	1.60
31397QLT3 - FNMA Remic Trust 2011-4 20400425 3.00000 Pk	3.000	04/01/2040	39	103.380	40,545.95	Aaa	AA+			2.902	19.754	2.92
31398CUT3 - FHLMC Remic Series 3531 20390115 3.00000 Ea	3.000	01/01/2039	18	101.950	18,367.16	Aaa	AA+			2.943	18.507	1.32
31398FN98 - FNMA Remic Trust 2009-87 20370825 5.00000 Qa	5.000	08/01/2037	12	105.420	12,560.51	Aaa	AA+			4.743	17.088	0.91
38374L5Y3 - GNMA Remic Trust 2005-74 20350916 7.50000 Hb	7.500	09/01/2035	42	113.760	47,739.63	Aaa	AA+			6.593	15.172	3.44
<u>MBS</u>												
-												
3138EHHB1 - FNMA Super Int 15 Year 4.500 20260901 4.	4.500	09/01/2026	51	107.180	54,469.17	Aaa	AAA			4.199	6.173	3.93
3138EHQ21 - FNMA Umps Int 15 Year 5.000 20240901 5.	5.000	09/01/2024	36	105.080	37,883.36	Aaa	AAA			4.758	4.173	2.73
3138EL4S9 - FNMA Pass-Thru Int 15 Year 4.500 20261001 4.	4.500	10/01/2026	32	107.180	34,700.74	Aaa	AAA			4.199	6.255	2.50
3622AANY6 - GNMA Pass-Thru C Platinum 15yr 3.500 20310420 3.	3.500	04/01/2031	50	106.480	52,928.70	Aaa	AAA			3.287	10.753	3.82

EMERGENCY OPERATING FUND (PAGE 2 of 2)

CUSIP	Coupon	Maturity	Quantity	Market Price	Mkt Value + Accrued	Moody Rating	S&P Rating	Duration	Yield to Worst	Current Yield	Avg Life Yrs	Weight
DESTC1 - City Of Destin (Prices as of 06/30/2020)	2.762	01/27/2025	1,340	103.161	1,386,485.34			1.451	0.422	2.679	4.426	100.00
<u>Treasuries</u>												
-												
9128286M7 - United States Treas Nts 2.25%04/15/22 2.25%0	2.250	04/15/2022	52	103.710	54,172.15	U.S./#Aaa	U.S.	1.764	0.176	2.170	1.792	3.91
912828A42 - United States Treas Nts 2%11/30/20 2%11/3	2.000	11/30/2020	105	100.730	105,938.63	U.S./#Aaa	U.S.	0.418	0.251	1.986	0.419	7.64
912828M80 - United States Treas Nts 2%11/30/22 2%11/3	2.000	11/30/2022	122	104.400	127,568.00	U.S./#Aaa	U.S.	2.372	0.176	1.916	2.419	9.20

EMERGENCY MAINTENANCE FUND (PAGE 1 of 2)

CUSIP	Coupon	Maturity	Quantity	Market Price	Mkt Value + Accrued	Moody Rating	S&P Rating	Duration	Yield to Worst	Current Yield	Avg Life Yrs	Weight
DESTCT - City of Destin (Prices as of 06/30/2020)	2.732	05/29/2025	1,446	102.720	1,488,883.62			1.397	0.424	2.661	4.766	100.00
Cash												
-												
CASHCASH6 - OPENING BALANCE	0.000	07/01/2020	24	100.000	24,026.17	U.S./#Aaa	U.S.	0.000	0.000	0.000	0.003	1.61
ABS												
-												
12596JAB9 - CNH 2019-A A2 2.96% 05/16/2022	2.960	02/15/2022	8	100.550	8,486.07	Aaa	AAA			2.944	1.630	0.57
14041NFT3 - COMET 2019-A1 A1 2.84% 12/16/2024	2.840	12/15/2024	35	103.890	36,402.92	Aaa	AAA	2.226	1.117	2.734	2.301	2.44
14043TAD8 - Capital One Prime Auto 2019-2 20220915 0.00000 a-2	2.060	09/15/2022	27	100.700	27,508.71		AAA			2.046	2.211	1.85
14314WAD3 - Carmax Auto Owner Tr 2017-3 20220415 1.97000 a-3	1.970	04/15/2022	24	100.480	24,455.64		AAA			1.961	1.792	1.64
14315NAC4 - CARMX 2019-1 A3 3.05% 03/15/2024	3.050	03/15/2024	64	103.230	66,148.54	Aaa	AAA	1.855	1.329	2.955	1.912	4.44
254683CM5 - DCENT 2019-A3 A 1.89% 10/15/2024	1.890	05/15/2024	18	103.340	18,643.73	Aaa				1.829	3.874	1.25
65479CAD0 - Nissan Auto Rec Tr 2020-B 20240715 0.00000 a-3	0.550	07/15/2024	30	100.050	30,015.00		AAA			0.550	4.041	2.02
92348XAB1 - VZOT 2018-A A1B 0.01% 04/20/2023	0.430	04/20/2023	87	100.020	87,027.79	Aaa	AAA			0.430	2.805	5.85
Agencies												
-												
3130AHSR5 - Federal Home Loan Banks Cons Bd 1.625%21 Cons B	1.625	12/20/2021	60	102.030	61,245.08	Aaa	AAA	1.460	0.243	1.593	1.474	4.11
3135G0T78 - Federal Natl Mtg Assn 2%100522 2%1005	2.000	10/05/2022	50	103.830	52,151.11	Aaa	AAA	2.223	0.301	1.926	2.266	3.50
3135G0U84 - Fannie Mae 2.875 10/30/20	2.875	10/30/2020	57	100.890	57,780.43	Aaa	AAA	0.335	0.202	2.850	0.334	3.88
742651DJ8 - Private Expt Fdg Corp Sec Nt-BB 4.3%21 Sec Nt	4.300	12/15/2021	68	105.520	71,875.43	Aaa		1.428	0.496	4.075	1.460	4.83
880591EL2 - Tennessee Valley Auth Pwr Bd 3.875%21 Pwr Bd	3.875	02/15/2021	45	102.270	46,675.41	Aaa	AA+	0.624	0.238	3.789	0.630	3.13
CMBS												
-												
3137A2B26 - FHLMC Remic Series K-009 20200825 3.80800 a-2	3.808	08/01/2020	10	100.050	10,378.59	Aaa	AAA	0.080	-0.215	3.806	0.079	0.70
3137A8PP7 - FHLMC Remic Series K-012 20201225 Flt a-2	4.186	12/01/2020	55	101.160	56,024.00	Aaa	AAA	0.430	0.870	4.138	0.422	3.76
3137B4GX8 - FHLMC Remic Series K-032 20230225 3.01600 a-1	3.016	02/01/2023	12	103.390	12,188.74	Aaa	AAA	1.370	0.426	2.917	1.389	0.82
3137FKK70 - FHMS KJ23 A1 3.174% 03/25/2022	3.174	03/01/2022	4	101.700	4,445.01	Aaa	AA+	0.730	0.585	3.121	0.740	0.30
CMO												
-												
3136ACN98 - FNMA Remic Trust 2013-15 20390325 Flt Ef	0.535	03/25/2039	22	99.890	22,190.38	Aaa	AAA			0.535	18.734	1.49
3137A1N25 - FHLMC Remic Series 3706 20231015 2.00000 Cb	2.000	10/01/2023	5	100.460	5,091.35	Aaa	AA+			1.991	3.254	0.34
3137A2ZM6 - FHLMC Remic Series 3763 20250515 2.50000 NE	2.500	05/01/2025	16	101.110	16,101.11	Aaa	AA+			2.473	4.836	1.08
3137A3TA7 - FHLMC Remic Series 3773 20201215 2.50000 Gk	2.500	12/01/2020	1	100.210	1,481.36	Aaa	AA+			2.495	0.422	0.10
3137A8QF8 - FHLMC Remic Series 3841 20260415 3.00000 Bd	3.000	04/01/2026	1	100.340	1,248.79	Aaa	AA+			2.990	5.753	0.08
3137AFUE0 - FHLMC Remic Series 3942 20211015 2.00000 Ac	2.000	10/01/2021	6	100.490	6,241.57	Aaa	AA+			1.990	1.255	0.42
3137ANRX5 - FHLMC Remic Series 4027 20251015 2.00000 Gd	2.000	10/01/2025	3	100.030	2,785.34	Aaa	AA+			1.999	5.255	0.19
3137AWNN1 - FHLMC Remic Series 4136 20260115 3.00000 Vj	3.000	01/01/2026	38	104.350	39,859.50	Aaa	AAA			2.875	5.507	2.68
3137B2NA4 - FHLMC Remic Series 4219 20390815 3.50000 Ja	3.500	08/01/2039	67	102.540	68,657.50	Aaa	AAA			3.413	19.087	4.61
3137BGVZ9 - FHLMC Remic Series 4447 20330215 3.00000 Ba	3.000	02/01/2033	47	101.930	47,577.00	Aaa	AAA			2.943	12.592	3.20
3137F4CJ9 - FHLMC Remic Series 4773 20421015 4.00000 Ka	4.000	10/01/2042	24	101.800	24,218.63	Aaa	AAA			3.929	22.255	1.63
3137GAA49 - FHLMC Remic Series 3726 20250415 3.50000 Ka	3.500	04/01/2025	43	101.130	43,121.00	Aaa	AAA			3.461	4.753	2.90
31397QC22 - FNMA Remic Trust 2011-17 20210325 2.75000 Cj	2.750	03/01/2021	1	100.320	1,112.64	Aaa	AA+			2.741	0.668	0.07
31397QLT3 - FNMA Remic Trust 2011-4 20400425 3.00000 Pk	3.000	04/01/2040	31	103.380	32,120.82	Aaa	AA+			2.902	19.754	2.16
31398VUJ3 - FHLMC Remic Series 3659 20250415 4.00000 Dy	4.000	04/01/2025	21	102.950	21,475.72	Aaa	AA+			3.885	4.753	1.44
MBS												
-												
3138EHQ21 - FNMA Umbs Int 15 Year 5.000 20240901 5.	5.000	09/01/2024	33	105.080	34,305.17	Aaa	AAA			4.758	4.173	2.30
3138EL4S9 - FNMA Pass-Thru Int 15 Year 4.500 20261001 4.	4.500	10/01/2026	23	107.180	24,957.18	Aaa	AAA			4.199	6.255	1.68
31410GCD3 - FNMA Pass-Thru Int 15 Year 5.500 20210901 5.	5.500	09/01/2021	5	101.090	4,996.81	Aaa	AAA			5.441	1.173	0.34
36202FJC1 - GNMA Pass-Thru M Single Family 4.000 20250820 4.	4.000	08/01/2025	73	104.280	75,872.91	Aaa	AAA			3.836	5.088	5.10
3622AANY6 - GNMA Pass-Thru C Platinum 15yr 3.500 20310420 3.	3.500	04/01/2031	53	106.480	57,000.14	Aaa	AAA			3.287	10.753	3.83

EMERGENCY MAINTENANCE FUND (PAGE 2 of 2)

CUSIP	Coupon	Maturity	Quantity	Market Price	Mkt Value + Accrued	Moody Rating	S&P Rating	Duration	Yield to Worst	Current Yield	Avg Life Yrs	Weight
DESTCT - City of Destin (Prices as of 06/30/2020)	2.732	05/29/2025	1,446	102.720	1,488,883.62			1.397	0.424	2.661	4.766	100.00

Treasuries

-												
9128286M7 - United States Treas Nts 2.25%04/15/22 2.25%0	2.250	04/15/2022	56	103.710	58,339.24	U.S./#Aaa	U.S.	1.764	0.176	2.170	1.792	3.92
912828A42 - United States Treas Nts 2%11/30/20 2%11/3	2.000	11/30/2020	65	100.730	65,581.06	U.S./#Aaa	U.S.	0.418	0.251	1.986	0.419	4.40
912828M80 - United States Treas Nts 2%11/30/22 2%11/3	2.000	11/30/2022	133	104.400	139,070.03	U.S./#Aaa	U.S.	2.372	0.176	1.916	2.419	9.34

DEBT SERVICE FUND (PAGE 1 of 1)

CUSIP	Coupon	Maturity	Quantity	Market Price	Mkt Value + Accrued	Moody Rating	S&P Rating	Duration	Yield to Worst	Current Yield	Avg Life Yrs	Weight
DESTCI - City of Destin (Prices as of 06/30/2020)	2.286	03/26/2025	298	102.530	306,636.28			1.384	0.399	2.231	4.563	100.00
Cash												
-												
CASHCASH6 - OPENING BALANCE	0.000	07/01/2020	7	100.000	6,562.30	U.S./#Aaa	U.S.	0.000	0.000	0.000	0.003	2.14
ABS												
-												
12596JAB9 - CNH 2019-A A2 2.96% 05/16/2022	2.960	02/15/2022	3	100.550	3,320.63	Aaa	AAA			2.944	1.630	1.08
14041NFT3 - COMET 2019-A1 A1 2.84% 12/16/2024	2.840	12/15/2024	9	103.890	9,360.75	Aaa	AAA	2.226	1.117	2.734	2.301	3.05
14043TAD8 - Capital One Prime Auto 2019-2 20220915 0.00000 a-2	2.060	09/15/2022	5	100.700	4,584.79		AAA			2.046	2.211	1.50
14314WAD3 - Carmax Auto Owner Tr 2017-3 20220415 1.97000 a-3	1.970	04/15/2022	2	100.480	1,772.15		AAA			1.961	1.792	0.58
14315NAC4 - CARMX 2019-1 A3 3.05% 03/15/2024	3.050	03/15/2024	14	103.230	14,469.99	Aaa	AAA	1.855	1.329	2.955	1.912	4.72
254683CM5 - DCENT 2019-A3 A 1.89% 10/15/2024	1.890	05/15/2024	5	103.340	5,178.81	Aaa				1.829	3.874	1.69
34528FAD0 - FORDO 2018-1 A3	3.030	09/15/2022	5	101.380	5,222.99	Aaa	AAA			2.989	2.211	1.70
65479CAD0 - Nissan Auto Rec Tr 2020-B 20240715 0.00000 a-3	0.550	07/15/2024	6	100.050	6,003.00		AAA			0.550	4.041	1.96
92348XAB1 - VZOT 2018-A A1B 0.01% 04/20/2023	0.430	04/20/2023	21	100.020	21,006.71	Aaa	AAA			0.430	2.805	6.85
Agencies												
-												
3130AHSR5 - Federal Home Loan Banks Cons Bd 1.625%21 Cons B	1.625	12/20/2021	10	102.030	10,207.51	Aaa	AAA	1.460	0.243	1.593	1.474	3.33
3130AJ7E3 - Federal Home Loan Banks Cons Bd 1.375%23 Cons B	1.375	02/17/2023	10	102.940	10,343.27	Aaa	AAA	2.591	0.253	1.336	2.636	3.37
3135G0T78 - Federal Natl Mtg Assn 2%100522 2%1005	2.000	10/05/2022	12	103.830	12,516.27	Aaa	AA+	2.223	0.301	1.926	2.266	4.08
880591EL2 - Tennessee Valley Auth Pwr Bd 3.875%21 Pwr Bd	3.875	02/15/2021	9	102.270	9,335.08	Aaa	AA+	0.624	0.238	3.789	0.630	3.04
CMBS												
-												
3137A2B26 - FHLMC Remic Series K-009 20200825 3.80800 a-2	3.808	08/01/2020	2	100.050	2,372.25	Aaa	AAA	0.080	-0.215	3.806	0.079	0.77
3137A8PP7 - FHLMC Remic Series K-012 20201225 Flt a-2	4.186	12/01/2020	9	101.160	8,693.37	Aaa	AAA	0.430	0.870	4.138	0.422	2.84
3137B5KM4 - FHLMC Series K-035 20230325 2.61500 a-1	2.615	03/01/2023	5	102.230	4,975.56	Aaa	AAA	1.150	0.549	2.558	1.170	1.62
38378B3R8 - GNMA Remic Trust 2013-02 20421216 1.60000 Ab	1.600	12/01/2042	6	100.040	6,472.33	Aaa	AAA			1.599	22.422	2.11
CMO												
-												
3136ACN98 - FNMA Remic Trust 2013-15 20390325 Flt Ef	0.535	03/25/2039	5	99.890	4,688.99	Aaa	AAA			0.535	18.734	1.53
3136AHAZ3 - FNMA Remic Trust 2013-127 20390525 2.50000 LA	2.500	05/01/2039	12	101.850	11,843.23	Aaa	AA+			2.455	18.836	3.86
3136AHHB9 - FNMA Remic Trust 2013-124 20281225 2.50000 Bd	2.500	12/01/2028	13	103.280	12,969.48	Aaa	AA+			2.421	8.422	4.23
3137A1N25 - FHLMC Remic Series 3706 20231015 2.00000 Cb	2.000	10/01/2023	1	100.460	1,328.18	Aaa	AA+			1.991	3.254	0.43
3137A5B78 - FHLMC Remic Series 3790 20370115 4.50000 Ap	4.500	01/01/2037	1	101.000	1,017.09	Aaa	AA+			4.455	16.507	0.33
3137ANRX5 - FHLMC Remic Series 4027 20251015 2.00000 Gd	2.000	10/01/2025	1	100.030	1,372.03	Aaa	AA+			1.999	5.255	0.45
3137B8K89 - FHLMC Remic Series 4317 20230115 2.00000 MT	2.000	01/01/2023	2	100.900	1,555.62	Aaa	AA+			1.982	2.507	0.51
3137GAA72 - FHLMC Remic Series 3726 20250415 3.00000 Kd	3.000	04/01/2025	2	100.940	1,792.63	Aaa	AA+			2.972	4.753	0.58
31397QC22 - FNMA Remic Trust 2011-17 20210325 2.75000 Cj	2.750	03/01/2021	0	100.320	322.29	Aaa	AA+			2.741	0.668	0.11
31398CUT3 - FHLMC Remic Series 3531 20390115 3.00000 Ea	3.000	01/01/2039	5	101.950	4,632.56	Aaa	AA+			2.943	18.507	1.51
31398SRE5 - FNMA Remic Trust 2010-137 20251225 2.50000 Cj	2.500	12/01/2025	4	103.290	3,737.95	Aaa	AA+			2.420	5.422	1.22
MBS												
-												
3138EHHB1 - FNMA Super Int 15 Year 4.500 20260901 4.	4.500	09/01/2026	11	107.180	11,918.86	Aaa	AAA			4.199	6.173	3.89
3138WCC27 - FNMA Umps Int 15 Year 3.500 20290701 3.	3.500	07/01/2029	11	106.930	11,794.25	Aaa	AAA			3.273	9.003	3.85
3622AANY6 - GNMA Pass-Thru C Platinum 15yr 3.500 20310420 3.	3.500	04/01/2031	11	106.480	12,214.31	Aaa	AAA			3.287	10.753	3.98
Treasuries												
-												
9128286M7 - United States Treas Nts 2.25%04/15/22 2.25%0	2.250	04/15/2022	8	103.710	8,334.18	U.S./#Aaa	U.S.	1.764	0.176	2.170	1.792	2.72
912828A42 - United States Treas Nts 2%11/30/20 2%11/3	2.000	11/30/2020	44	100.730	44,393.33	U.S./#Aaa	U.S.	0.418	0.251	1.986	0.419	14.48
912828M80 - United States Treas Nts 2%11/30/22 2%11/3	2.000	11/30/2022	29	104.400	30,323.54	U.S./#Aaa	U.S.	2.372	0.176	1.916	2.419	9.89

ALTERNATE INVESTMENT FUND (PAGE 1 of 2)

CUSIP	Coupon	Maturity	Quantity	Market Price	Mkt Value + Accrued	Moody Rating	S&P Rating	Duration	Yield to Worst	Current Yield	Avg Life Yrs	Weight
DESTC2 - City of Destin (Prices as of 06/30/2020)	2.935	12/16/2026	3,833	107.213	4,131,834.00			4.525	0.938	2.739	6.116	100.00
Cash												
-												
CASHCASH6 - OPENING BALANCE	0.000	07/01/2020	119	100.000	118,586.26	U.S./#Aaa	U.S.	0.000	0.000	0.000	0.003	2.87
ABS												
-												
12636WAD8 - Cnh Equipment Tr 2017-a 20220516 2.07000 a-3	2.070	05/15/2022	22	100.470	22,258.80		AAA			2.060	1.874	0.54
14041NFT3 - COMET 2019-A1 A1 2.84% 12/16/2024	2.840	12/15/2024	37	103.890	38,483.08	Aaa	AAA	2.226	1.117	2.734	2.301	0.93
47788EAC2 - JDOT 2018-B A3 3.08% 11/15/2022	3.080	11/15/2022	28	101.600	28,362.56	Aaa				3.031	2.378	0.69
89231PAD0 - TAOT 2018-D A3 3.18% 03/15/2023	3.180	03/15/2023	73	102.580	74,980.13	Aaa	AAA			3.100	2.707	1.81
92348XAA3 - VZOT 2018-A A1A 3.23% 04/20/2023	3.230	04/20/2023	36	102.200	36,824.30	Aaa	AAA			3.160	2.805	0.89
98162WAD9 - WOART 2018-D A3 3.33% 3/15/2024	3.330	03/15/2024	54	103.200	55,802.93	Aaa	AAA	1.889	1.656	3.227	1.959	1.35
Agencies												
-												
3133EHP4 - Federal Farm Cr Bks Cons Bd 2.35%25 Cons B	2.350	06/16/2025	38	109.100	41,492.73	Aaa	AA+	4.721	0.491	2.154	4.962	1.00
3137EADB2 - Federal Home Ln Mtg Corp Refrnce 2.375%22 Refrnc	2.375	01/13/2022	73	103.330	76,235.17	Aaa	AA+	1.517	0.203	2.298	1.540	1.85
742651DT6 - Private Expt Fdg Corp Nt 3.55%24 Nt 3.5	3.550	01/15/2024	37	108.970	40,920.92	Aaa		3.357	0.967	3.258	3.544	0.99
880591EL2 - Tennessee Valley Auth Pwr Bd 3.875%21 Pwr Bd	3.875	02/15/2021	90	102.270	93,350.82	Aaa	AA+	0.624	0.238	3.789	0.630	2.26
880591ER9 - Tennessee Valley Auth Sr Nt 2.875%24 Sr Nt	2.875	09/15/2024	73	110.300	81,131.14	Aaa	AA+	4.003	0.404	2.607	4.211	1.96
880591EU2 - Tennessee Valley Auth Sr Gblt Nt 27 Sr Gbl	2.875	02/01/2027	50	113.340	57,264.97	Aaa	AA+	6.094	0.792	2.537	6.592	1.39
CMBS												
-												
3137B1UG5 - FHLMC Remic Series K-027 20230125 2.63700 a-2	2.637	01/01/2023	48	104.590	50,305.16	Aaa	AAA	2.340	0.648	2.521	2.419	1.22
3137B7YY9 - FHLMC Series K-037 20240125 3.49000 a-2	3.490	01/01/2024	35	109.130	38,293.90	Aaa	AAA	3.190	0.687	3.198	3.380	0.93
3137BBBD1 - FHLMC Remic Series K-038 20240325 3.38900 a-2	3.389	03/01/2024	36	109.320	39,453.48	Aaa	AAA	3.380	0.693	3.100	3.579	0.95
3137BSRZ8 - FHLMC Remic Series K-J09 20220925 2.83800 a-2	2.838	09/01/2022	45	104.540	46,670.53	Aaa	AAA	1.960	0.485	2.715	2.019	1.13
3137FARE0 - FHLMC Remic Series K-727 20240725 2.94600 a-2	2.946	07/01/2024	37	107.450	39,844.31	Aaa	AAA	3.690	0.955	2.742	3.910	0.96
3137FEBQ2 - FHLMC Remic Series K-072 20271225 3.44400 a-2	3.444	12/01/2027	45	116.400	52,504.85	Aaa	AAA	6.630	1.108	2.959	7.410	1.27
3137FG6X8 - FHLMC Remic Series K-077 20280525 Flt a-2	3.850	05/01/2028	35	119.240	41,842.55	Aaa	AAA	6.870	1.235	3.229	7.809	1.01
3137FJYB9 - FHMS J22F A2 4.094% 09/25/2024	4.094	09/01/2024	39	110.470	43,211.92	Aaa	AA+	3.080	0.773	3.706	3.279	1.05
3137FJZ93 - FHLMC Remic Series K-084 20281025 Flt a-2	3.780	10/01/2028	35	118.990	41,753.08	Aaa	AAA	7.220	1.322	3.177	8.249	1.01
Corporates												
Financial												
0258M0EG0 - American Express Credit Corpor 2.7% Bds 03/03/22 Usd2000	2.700	03/03/2022	39	103.540	40,722.83	A2	A-	1.647	0.573	2.608	1.674	0.99
05531FBB8 - BB&T Corporation 2.85% Snr Mtn 26/10/2024 Usd (S	2.850	10/26/2024	38	107.790	41,152.73	A3	A-	4.095	1.004	2.644	4.323	1.00
06051GJD2 - Bank Amer Corp Sr -N Nt1.319%26 Sr -N	1.319	06/19/2026	43	100.260	43,129.13	A2	A-	5.750	1.274	1.316	5.970	1.04
12572QAJ4 - Cme Group Inc Sr Nt 3.75%28 Sr Nt	3.750	06/15/2028	36	120.150	43,310.25	Aa3	AA-	6.873	1.025	3.121	7.708	1.05
446150AK0 - Huntington Bancshares Inc Sr Gblt Nt2.3%22 Sr Gbl	2.300	01/14/2022	51	102.640	52,887.28	Baa1	BBB+	1.438	0.478	2.241	1.458	1.28
49326EEK5 - Keycorp Medium Term Nts Be Fr 2.25%040627 Fr 2.2	2.250	04/06/2027	30	104.910	31,743.00	Baa1	BBB+	6.321	1.484	2.145	6.767	0.77
571748BA9 - Marsh & McLennan Cos Inc	3.300	03/14/2023	45	106.530	48,375.75	Baa1	A-	2.607	0.853	3.098	2.704	1.17
808513AY1 - Schwab Charles Corp New Sr Gblt Nt 24 Sr Gbl	3.550	02/01/2024	37	109.610	41,099.34	A2	A	3.325	0.764	3.239	3.505	0.99
87236YAF5 - Td Ameritrade Hldg Corp Jr Gblt Nt3.3%27 Jr Gbl	3.300	04/01/2027	49	111.990	55,274.86	A2	A	5.936	1.367	2.947	6.507	1.34
92277GAT4 - Ventas Rity Ltd Partnership Sr Nt 2.65%25 Sr Nt	2.650	01/15/2025	45	100.290	45,677.06	Baa1	BBB+	4.270	2.581	2.642	4.460	1.11
Industrial												
00206RGL0 - At&T Inc Sr Gblt Nt4.1%28 Sr Gbl	4.100	02/15/2028	36	114.400	41,737.50	Baa2	BBB	6.491	1.991	3.584	7.377	1.01
00846UAK7 - Agilent Technologies Inc Sr Gblt Nt 26 Sr Gbl	3.050	09/22/2026	41	109.570	45,264.11	Baa2	BBB+	5.521	1.377	2.784	5.978	1.10
02209SBA0 - Altria Group Inc Sr Nt 3.49%22 Sr Nt	3.490	02/14/2022	41	104.350	43,324.06	A3	BBB	1.510	0.645	3.345	1.542	1.05
032095AJ0 - Amphenol Corporation Snr Pldt Nts Usd (Sec Regd)	2.800	02/15/2030	38	106.330	40,804.40	Baa1	BBB+	8.538	2.071	2.633	9.630	0.99
037833DB3 - Apple Inc Sr Gblt Nt2.9%27 Sr Gbl	2.900	09/12/2027	37	112.110	41,802.60	Aa1	AA+	6.389	1.086	2.587	6.951	1.01
053015AE3 - Automatic Data Processing Inc Sr Gblt Nt 25 Sr Gbl	3.375	09/15/2025	40	112.250	45,293.75	Aa3	AA	4.620	0.847	3.007	4.959	1.10
12640HB2 - Csx Corp Sr Nt 3.4%24 Sr Nt	3.400	08/01/2024	37	109.890	41,179.98	Baa1	BBB+	3.631	0.778	3.094	3.836	1.00
126650CV0 - Cvs Health Corp 3.7% Snr Pldt Nts 09/03/2023 US	3.700	03/09/2023	37	107.390	40,095.56	Baa2	BBB	2.507	0.830	3.445	2.614	0.97

ALTERNATE INVESTMENT FUND (PAGE 2 of 2)

CUSIP	Coupon	Maturity	Quantity	Market Price	Mkt Value + Accrued	Moody Rating	S&P Rating	Duration	Yield to Worst	Current Yield	Avg Life Yrs	Weight
DESTC2 - City of Destin (Prices as of 06/30/2020)	2.935	12/16/2026	3,833	107.213	4,131,834.00			4.525	0.938	2.739	6.116	100.00
171340AH5 - Church & Dwight Inc Sr Nt 2.875%22 Sr Nt	2.875	10/01/2022	30	104.530	31,572.23	A3	BBB+	2.194	0.840	2.750	2.255	0.76
191216CU2 - Coca Cola CO Sr Nt 1.45%27 Sr Nt	1.450	06/01/2027	41	102.890	42,282.33	A1	A+	6.616	1.006	1.409	6.753	1.02
22160KAN5 - Costco Whsl Corp New Sr Nt 1.375%27 Sr Nt	1.375	06/20/2027	41	102.120	41,978.82	Aa3	A+	6.684	1.051	1.346	6.805	1.02
256677AC9 - Dollar Gen Corp New Sr Nt 3.25%23 Sr Nt	3.250	04/15/2023	42	106.770	45,127.78	Baa2	BBB	2.458	0.564	3.044	2.545	1.09
278642AW3 - Ebay Inc. Sr Gbl Nt 2.7%30 Sr Gbl	2.700	03/11/2030	40	105.890	42,683.00	Baa1	BBB+	8.519	2.012	2.550	9.449	1.03
337738AS7 - Fiserv Inc. Snr Pidi Nts 01/07/2024 Usd (SE	2.750	07/01/2024	38	106.630	41,039.00	Baa2	BBB	3.811	1.054	2.579	4.003	0.99
440452AF7 - Hormel Foods Corp 1.8% Snr Pidi Nts 11/06/2030 US	1.800	06/11/2030	41	101.800	41,776.95	A1	A	9.181	1.603	1.768	9.948	1.01
539830BG3 - Lockheed Martin Corp Sr Gbl Nt 3.1%23 Sr Gbl	3.100	01/15/2023	40	106.350	43,108.33	A3	A-	2.306	0.411	2.915	2.378	1.04
57636QAR5 - Mastercard Inc Sr Nt 3.3%27 Sr Nt	3.300	03/26/2027	36	113.260	41,083.80	A1	A+	6.002	1.196	2.914	6.575	0.99
615369AB1 - Moodys Corp Sr Nt 4.5%22 Sr Nt	4.500	09/01/2022	45	107.390	48,994.88		BBB+	1.859	0.621	4.190	1.921	1.19
615369AC9 - Moodys Corp Sr Nt 4.875%24 Sr Nt	4.875	02/15/2024	45	113.000	51,672.66		BBB+	3.157	0.952	4.314	3.377	1.25
67066GAD6 - Nvidia Corp 2.2% Bds 9/16/21	2.200	09/16/2021	48	101.990	49,260.27	A3	A-	1.201	0.549	2.157	1.214	1.19
70450YAG8 - Paypal Hldgs Inc Sr Nt 1.65%25 Sr Nt	1.650	06/01/2025	41	103.380	42,464.73	A3	BBB+	4.737	0.945	1.596	4.921	1.03
718546AW4 - Phillips 66 Sr Nt 2.15%30 Sr Nt	2.150	12/15/2030	40	97.070	38,875.78		BBB+	9.384	2.470	2.215	10.460	0.94
74834LBB5 - Quest Diagnostics Inc Sr Gbl Nt 30 Sr Gbl	2.950	06/30/2030	39	105.590	41,180.10	Baa2	BBB+	8.667	2.307	2.794	9.748	1.00
92343VDD3 - Verizon Communications Inc Sr Gbl Nt 26 Sr Gbl	2.625	08/15/2026	39	108.810	42,819.81	Baa1	BBB+	5.713	1.132	2.412	6.126	1.04
94106LBF5 - Waste Management Inc. Snr Pidi Nts 15/06/2024 Usd (SE	2.950	06/15/2024	35	102.370	35,872.52	Baa1	A-	3.737	2.320	2.882	3.959	0.87
<u>Utilities</u>												
03040WAQ8 - American Wtr Cap Corp Sr Nt 2.95%27 Sr Nt	2.950	09/01/2027	50	110.100	55,537.57	Baa1	A	6.339	1.413	2.679	6.921	1.34
30040WAC2 - Eversource Energy Sr -K Nt 2.75%22 Sr -K	2.750	03/15/2022	35	103.640	36,554.73	Baa1	BBB+	1.599	0.498	2.653	1.630	0.88
MBS												
-												
3128MCDX0 - FHLMC Pc Gold Comb 15 4.500 20240501 4.	4.500	05/01/2024	3	105.670	3,217.26	Aaa	AAA			4.259	3.836	0.08
3128MDBR3 - FHLMC Pc Gold Comb 15 4.000 20261001 4.	4.000	10/01/2026	28	105.800	30,107.85	Aaa	AAA			3.781	6.255	0.73
3128MFL48 - FHLMC Pc Gold Comb 15 3.500 20320901 3.	3.500	09/01/2032	49	105.660	51,931.59	Aaa	AAA	2.867	1.498	3.313	3.016	1.26
3128MMUS0 - FHLMC Pc Gold Comb 15 3.000 20310301 3.	3.000	03/01/2031	34	105.370	35,595.12	Aaa	AAA			2.847	10.668	0.86
31307B2Y5 - FHLMC Pc Gold 15 Yr 2.500 20280501 2.	2.500	05/01/2028	25	106.340	26,625.93	Aaa	AAA			2.351	7.836	0.64
31329KW59 - FHLMC Umps 20Y Fixed 3.000 20370801 3.	3.000	08/01/2037	33	105.390	35,270.48	Aaa	AAA			2.847	17.088	0.85
3132D54L3 - FHLMC Super 15Y Fixed 3.000 20350101 3.	3.000	01/01/2035	105	105.150	110,190.22	Aaa	AAA			2.853	14.507	2.67
3138AP3B2 - FNMA Pass-Thru Int 15 Year 3.500 20260801 3.	3.500	08/01/2026	26	105.160	27,538.45	Aaa	AAA			3.328	6.088	0.67
3138ELGM9 - FNMA Pass-Thru Int 15 Year 3.000 20280601 3.	3.000	06/01/2028	29	105.270	30,252.07	Aaa	AAA			2.850	7.921	0.73
3138EMNQ0 - FNMA Pass-Thru Int 15 Year 4.500 20270101 4.	4.500	01/01/2027	16	106.640	17,614.84	Aaa	AAA			4.220	6.507	0.43
3138EPPE8 - FNMA Super Int 20 Year 4.000 20340601 4.	4.000	06/01/2034	32	107.640	34,252.75	Aaa	AAA			3.716	13.921	0.83
3138EPS70 - FNMA Pass-Thru 15yr	4.000	02/01/2029	17	105.800	18,276.13	Aaa	AAA			3.781	8.592	0.44
3138EQE81 - FNMA Pass-Thru Int 15 Year 4.000 20290501 4.	4.000	05/01/2029	27	105.940	28,709.81	Aaa	AAA			3.776	8.836	0.69
3138ERTL4 - FNMA Pass-Thru Int 15 Year 3.000 20311201 3.	3.000	12/01/2031	60	106.390	64,147.60	Aaa	AAA			2.820	11.421	1.55
3138WJLU0 - FNMA Umps Int 20 Year 3.000 20361201 3.	3.000	12/01/2036	36	105.900	38,384.67	Aaa	AAA			2.833	16.422	0.93
3138WVW31 - FNMA Pass-Thru Int 15 Year 3.000 20280601 3.	3.000	06/01/2028	32	105.170	33,701.07	Aaa	AAA			2.853	7.921	0.82
3140X6M73 - FNMA Super Int 15 Year 3.000 20330401 3.	3.000	04/01/2033	37	105.290	39,213.38	Aaa	AAA			2.849	12.753	0.95
3140X6RH6 - FNMA Super Int 15 Year 3.500 20330201 3.	3.500	02/01/2033	37	107.050	39,879.37	Aaa	AAA			3.270	12.592	0.97
31410LHK1 - FNMA Pass-Thru Int 15 Year 3.000 20270701 3.	3.000	07/01/2027	18	105.870	19,366.18	Aaa	AAA			2.834	7.003	0.47
31418BFZ4 - FNMA Pass-Thru Int 20 Year 4.000 20340801 4.	4.000	08/01/2034	38	107.350	40,707.18	Aaa	AAA			3.726	14.088	0.99
31418BTL0 - FNMA Pass-Thru Int 20 Year 3.500 20350801 3.	3.500	08/01/2035	40	106.980	43,350.27	Aaa	AAA	3.197	1.265	3.272	3.355	1.05
31418CHS6 - FNMA Pass-Thru Sht 10 Year 3.500 20270301 3.	3.500	03/01/2027	46	105.060	48,726.42	Aaa	AAA			3.331	6.668	1.18
31418CQM9 - FNMA Umps Sht 10 Year 3.000 20271001 3.	3.000	10/01/2027	58	105.080	60,698.30	Aaa	AAA			2.855	7.254	1.47
31418CTH7 - FNMA Pass-Thru Sht 10 Year 3.500 20280101 3.	3.500	01/01/2028	29	105.220	31,045.55	Aaa	AAA			3.326	7.505	0.75
31418DKK7 - FNMA Umps Int 15 Year 3.000 20350101 3.	3.000	01/01/2035	71	105.180	74,425.21	Aaa	AAA			2.852	14.507	1.80
Treasuries												
-												
9128283W8 - United States Treas Nts 2.75%02/15/28 2.75%0	2.750	02/15/2028	48	116.650	56,485.19	U.S./#Aaa	U.S.	7.023	0.520	2.357	7.628	1.37
9128284V9 - United States Treas Nts 2.875%08/15/28 2.875%	2.875	08/15/2028	65	118.430	77,677.72	U.S./#Aaa	U.S.	7.416	0.553	2.428	8.126	1.88
9128285M8 - United States Treas Nts 3.125%11/15/28 3.125%	3.125	11/15/2028	107	120.900	129,780.97	U.S./#Aaa	U.S.	7.570	0.566	2.585	8.378	3.14
912828Y33 - United States Treas Nts 1.75%11/15/29 1.75%1	1.750	11/15/2029	116	110.410	128,329.35	U.S./#Aaa	U.S.	8.782	0.606	1.585	9.378	3.11

FDIC Insured CD Ladder

Description	Symbol/CUSIP	Maturity Date	Coupon	Quantity	Est. Annual Income
CASH				\$572,771.16	
SAFRA NATIONAL BANK NEW YORK, NY FDIC # 26876 CERTIFICATE OF DEPOSIT PAYS AT MATURITY 1.7% DUE 08/24/2020	78658RCB5	8/24/2020	1.700	200,000.00	\$3,400.00
MORGAN STANLEY BANK NA SALT LAKE CITY, UT FDIC # 32992 CERTIFICATE OF DEPOSIT SEMI-ANNUAL 2.8000% Due 09/08/2020	61747M5R8	9/8/2020	2.800	200,000.00	\$5,600.00
MEDALLION BANK SALT LAKE CITY, UT FDIC # 57449 CERTIFICATE OF DEPOSIT MONTHLY 2.7500% Due 11/16/2020	58404DBU4	11/16/2020	2.750	200,000.00	\$5,500.00
MERRICK BANK SOUTH JORDAN, UT FDIC # 34519 CERTIFICATE OF DEPOSIT MONTHLY 3.0500% Due 01/11/2021	59013J4P1	1/11/2021	3.050	200,000.00	\$6,100.00
INDEPENDENT BANK MEMPHIS, TN FDIC # 34728 CERTIFICATE OF DEPOSIT MONTHLY 1.6% DUE 02/24/2021	45383UUF0	2/24/2021	1.600	200,000.00	\$3,200.00
WELLS FARGO NATIONAL BANK WEST LAS VEGAS, NV FDIC # 27389 CERTIFICATE OF DEPOSIT MONTHLY 1.75% DUE 03/01/2021	949495AS4	3/1/2021	1.750	200,000.00	\$3,500.00
CITIBANK NA SIOUX FALLS, SD FDIC # 7213 CERTIFICATE OF DEPOSIT SEMI-ANNUAL 2.7500% Due 04/12/2021	17312QH93	4/12/2021	2.750	200,000.00	\$5,500.00
FIRST CAROLINA BANK ROCKY MOUNT, NC FDIC # 35530 CERTIFICATE OF DEPOSIT MONTHLY 1% DUE 06/24/2021	31944MAS4	6/24/2021	1.000	110,000.00	\$1,100.00
DISCOVER BANK GREENWOOD, DE FDIC # 5649 CERTIFICATE OF DEPOSIT SEMI-ANNUAL 3.0000% Due 07/12/2021	254673RG3	7/12/2021	3.000	200,000.00	\$6,000.00
HERITAGE BANK HOPKINSVILLE, KY FDIC # 30090 CERTIFICATE OF DEPOSIT MONTHLY 3.0000% Due 10/18/2021	42724JEH4	10/18/2021	3.000	200,000.00	\$6,000.00
ALLY BANK MIDVALE, UT FDIC # 57803 CERTIFICATE OF DEPOSIT SEMI-ANNUAL 2.9000% Due 01/31/2022	02007GHF3	1/31/2022	2.900	130,000.00	\$3,770.00
CATHAY BK LOS ANGELES, CA FDIC # 18503 CERTIFICATE OF DEPOSIT SEMI-ANNUAL 1.15% DUE 03/14/2022	149159PS8	3/14/2022	1.150	200,000.00	\$2,300.00
ALLY BANK MIDVALE, UT FDIC # 57803 CERTIFICATE OF DEPOSIT SEMI-ANNUAL 2.15% DUE 07/05/2022	02007GKN2	7/5/2022	2.150	113,000.00	\$2,429.50
GOLDMAN SACHS BANK USA NEW YORK, NY FDIC # 33124 CERTIFICATE OF DEPOSIT SEMI-ANNUAL 1.8% DUE 01/30/2023	38149MNX7	1/30/2023	1.800	40,000.00	\$720.00
GOLDMAN SACHS BANK USA NEW YORK, NY FDIC # 33124 CERTIFICATE OF DEPOSIT SEMI-ANNUAL CALLABLE BEGINNING 07/29/20 1.85% DUE 01/30/2023	38149MNV1	1/30/2023	1.850	200,000.00	\$3,700.00
				\$3,165,771.16	\$58,819.50

*Note: This report is current as of 07/15/2020

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: July 20, 2020

TYPE OF AGENDA ITEM: Action Item

TO: City Council

THRU: Lance Johnson, City Manager

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

DATE: July 16, 2020

SUBJECT: Proposed Bert Harris Settlement Agreement for 100 Sandprint Circle

I. BACKGROUND: A proposed settlement agreement is attached for consideration by the City Council.

II. DISCUSSION: Staff has reviewed the requested occupancy, has inspected the property, and recommends approval of the proposed settlement agreement.

Based on square footage, staff is recommending max occupancy of 24 based on prior directives of Council.

The property remains subject to all other applicable City ordinances and codes.

A. Link to Strategic Goals / Objectives:

B. Effect on Budget (EOB):

C. Level of Service (LOS):

III. CONCLUSION: Staff recommends approval of the proposed settlement agreement based on prior directives of the City Council.

IV. RECOMMENDED MOTION: I move to approve the Settlement Agreement attached to this agenda item report.

Attachments:

1. 100 Sandprint Circle - July 15 2020

**THIS INSTRUMENT PREPARED BY
AND AFTER RECORDING RETURN TO:**

Kimberly Romano Kopp, Esq.
Romano Kopp Law, P.A.
P.O. Box 445
Destin, Florida 32541

For Recording Purposes Only

SETTLEMENT AGREEMENT

This Settlement Agreement ("Agreement") is entered into this _____ day of _____, 2020, ("Effective Date") by and between, Karen J. Lugo and Ronald Lugo ("Owner") and the City of Destin ("City"), collectively referred to as the "Parties."

RECITALS

WHEREAS, on January 22, 2019, the City enacted Ordinance 18-29-CC, the Short-Term Rental Occupancy Ordinance ("Ordinance"), which limits the occupancy of short-term rental homes to two (2) people per bedroom plus an additional four (4) persons; and

WHEREAS, Owner owns the real property and improvements located at 100 Sandprint Circle, Destin, FL 32541, as more particularly described in the attached Exhibit "A" (the "Property"); and

WHEREAS, on October 11, 2019, Owner filed a claim with the City, pursuant to the provisions of §70.001, Florida Statutes, the Bert J. Harris, Jr., Private Property Rights Protection Act (the "Harris Act"), alleging that the Property had been inordinately burdened by the adoption of the Ordinance, (the "Claim"); and

WHEREAS, the Harris Act provides for the City to have the ability to enter into a settlement agreement which would have the effect of a modification or variance to the application of a regulation or ordinance as it would otherwise apply to the subject real property, provided the relief granted protects the public interest served by the regulations at issue and is the appropriate relief necessary to prevent the governmental regulatory effort from inordinately burdening the real property; and

WHEREAS, the City has determined that the modifications to the effect of the Ordinance effected by this Agreement protect the public interest served by the Ordinance and are the appropriate relief necessary to prevent the regulatory effect of the Ordinance from inordinately burdening the Property; and

WHEREAS, the Parties now desire to settle and finally resolve all disputes between and among them concerning the Claim.

NOW, THEREFORE, the Parties hereby agree as follows:

1. **Recitals.** The above recitals are true and correct and are incorporated herein by reference.

2. **Occupancy Allowable Under Ordinance.** Owner is hereby granted a variance from the provisions of the Ordinance so that the Owner shall have the right to apply under the Ordinance for a maximum occupancy of twenty-four (24) overnight guests at the five (5) bedroom vacation rental property noted above and the City shall grant such occupancy. The right shall continue in perpetuity, regardless of any future changes in ownership, provided that this right shall expire permanently if the Property were to be voluntarily remodeled or voluntarily rebuilt in such a manner as to change the number of bedrooms that existed at the date of the Claim. Additionally, no future addition to the number bedrooms will increase the allowable occupancy at the Property.

3. **Development in Accordance with Code.** Notwithstanding any provisions contained herein, the Owner shall at any time have the right and option to remodel, develop, or use the Property in accordance with the applicable ordinances of the City of Destin in effect at the time of application therefor, and this variance shall not be construed as making the Property in any way non-conforming.

4. **Entire Agreement.** The Parties acknowledge that this Agreement constitutes the entire agreement between them regarding the settlement of their dispute and any prior statements, whether oral or written, are merged herein. This Agreement may not be modified or amended without a written instrument signed by the party against whom enforcement is sought.

5. **Duration of Agreement.** This Agreement shall be perpetual and deemed to run with the land, and shall be binding upon and the benefits shall inure to the parties hereto and their respective heirs, devisees, personal representatives, successors and assigns.

6. **Authority.** The signatories to this Agreement are expressly authorized to resolve their dispute as set forth herein and by their signatures here represent and affirm their authority to execute this Agreement.

7. **Governing Law.** The law of the State of Florida shall apply to this Agreement. Any dispute regarding this Agreement shall be litigated exclusively in the courts of Okaloosa County, Florida. The parties expressly consent to such agreed jurisdiction and venue, and waive any objections thereto.

8. **Notices.** Any notice required or permitted to be given hereunder shall be in writing and

shall be (i) delivered by hand, (ii) delivered by reputable national or local courier (such as United Parcel Service or Federal Express), (iii) mailed by United States registered or certified mail, return receipt requested and postage prepaid, or (iv) sent by facsimile transmission provided a confirmation of such facsimile transmission is sent the same day by one of the methods of delivery in (i), (ii), or (iii) above. Any notice shall be addressed to each party at its address as set forth below. Any such notice shall be considered given on the date of such hand delivery, deposit with such courier for same day or next business day delivery, upon receipt of return receipt of certified mail, or receipt of facsimile transmissions, as the case may be, and the time period (if any is provided herein) in which to respond to such notice shall commence on the date of receipt. Rejection or other refusal to accept or inability to deliver because of changed address of which no notice was given shall be deemed to be receipt of the notice. By giving to the other party at least ten (10) days' notice thereof, any party shall have the right from time to time to change the addresses thereof and to specify up to two (2) additional addresses within the United States of America to which copies of notices to it shall be sent. Notice may be given on behalf of any party by such party's counsel. In the event the subject property owner changes, notices shall be addressed to the current owner as indicated in the records of the Okaloosa County Property Appraiser. Otherwise, notices shall be sent as follows:

Each notice shall be addressed as follows:

To City: City of Destin, Florida
Attn:
4200 Indian Bayou Trail
Destin, Florida 32541

With a copy to:

City Land Use Attorney
Romano Kopp Law, PA
PO Box 445
Destin, Florida 32541

Karen J. Lugo and Ronald Lugo: Karen J. Lugo and Ronald Lugo

With a copy to:

9. **Attorney's Fees.** In the event of any action, whether pre-suit, mediation, litigation or appellate proceeding to enforce the terms and conditions of this Agreement, each party to the action shall pay its own attorney's fees and costs incurred therein.

10. **Venue.** Venue over any action to enforce the terms and conditions of this Agreement, including mediation, shall lie solely in Okaloosa County, Florida.

OWNER: Karen J. Lugo & Ronald Lugo

Signature of Witness #1

Karen J. Lugo

Print or type name

Signature of Witness # 2

Print or type name

STATE OF _____
COUNTY OF _____

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the state aforesaid and in the county aforesaid to take acknowledgments, by means of ____ physical presence or ____ online notarization, appeared _____, personally known to me or who has produced _____ as identification, to be the person described in and who executed the foregoing _____ and he/she acknowledged before me that he/she executed same.

Signature of Notary

(NOTARY SEAL)

Print or type name

Signature of Witness #1

Ronald. Lugo

Print or type name

Signature of Witness # 2

Print or type name

STATE OF _____
COUNTY OF _____

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the state aforesaid and in the county aforesaid to take acknowledgments, by means of ____ physical presence or ____ online notarization, appeared _____, personally known to me or who has produced _____ as identification, to be the person described in and who executed the foregoing _____ and he/she acknowledged before me that he/she executed same.

Signature of Notary

(NOTARY SEAL)

Print or type name

CITY OF DESTIN

By: _____
Gary Jarvis, Mayor

Date: _____

ATTEST:

Rey Bailey, City Clerk

Date: _____

STATE OF _____
COUNTY OF _____

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the state aforesaid and in the county aforesaid to take acknowledgments, by means of ____ physical presence or ____ online notarization, appeared _____, personally known to me or who has produced _____ as identification, to be the person described in and who executed the foregoing _____ and he/she acknowledged before me that he/she executed same.

Signature of Notary

(NOTARY SEAL)

Print or Type Name

Approved as to form and legality for use and reliance
by the City of Destin, Florida, only.

Kimberly Romano Kopp, Esq.
City Land Use Attorney

Exhibit "A"

Legal Description of Property

Lot 1, Block C, The Dunes of Destin, a Planned Unit Development, according to the Plat thereof as recorded in Plat Book 13, page(s) 39 and 40, of the Public Records of Okaloosa County, Florida.

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: July 20, 2020

TYPE OF AGENDA ITEM: Action Item

TO: City Council

THRU: Lance Johnson, City Manager

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

DATE: July 16, 2020

SUBJECT: Proposed Bert Harris Settlement Agreement for 104 Sandprint Circle

I. BACKGROUND: A proposed settlement agreement is attached for consideration by the City Council.

II. DISCUSSION: Staff has reviewed the requested occupancy, has inspected the property, and recommends approval of the proposed settlement agreement.

Based on square footage, staff is recommending max occupancy of 17 based on prior directives of Council.

The property remains subject to all other applicable City ordinances and codes.

A. Link to Strategic Goals / Objectives:

B. Effect on Budget (EOB):

C. Level of Service (LOS):

III. CONCLUSION: Staff recommends approval of the proposed settlement agreement based on prior directives of the City Council.

IV. RECOMMENDED MOTION: I move to approve the Settlement Agreement attached to this agenda item report.

Attachments:

1. 104 Sandprint Circle - July 15 2020

**THIS INSTRUMENT PREPARED BY
AND AFTER RECORDING RETURN TO:**

Kimberly Romano Kopp, Esq.
Romano Kopp Law, P.A.
P.O. Box 445
Destin, Florida 32541

For Recording Purposes Only

SETTLEMENT AGREEMENT

This Settlement Agreement ("Agreement") is entered into this _____ day of _____, 2020, ("Effective Date") by and between, Karen J. Lugo and Ronald Lugo ("Owner") and the City of Destin ("City"), collectively referred to as the "Parties."

RECITALS

WHEREAS, on January 22, 2019, the City enacted Ordinance 18-29-CC, the Short-Term Rental Occupancy Ordinance ("Ordinance"), which limits the occupancy of short-term rental homes to two (2) people per bedroom plus an additional four (4) persons; and

WHEREAS, Owner owns the real property and improvements located at 100 Sandprint Circle, Destin, FL 32541, as more particularly described in the attached Exhibit "A" (the "Property"); and

WHEREAS, on October 11, 2019, Owner filed a claim with the City, pursuant to the provisions of §70.001, Florida Statutes, the Bert J. Harris, Jr., Private Property Rights Protection Act (the "Harris Act"), alleging that the Property had been inordinately burdened by the adoption of the Ordinance, (the "Claim"); and

WHEREAS, the Harris Act provides for the City to have the ability to enter into a settlement agreement which would have the effect of a modification or variance to the application of a regulation or ordinance as it would otherwise apply to the subject real property, provided the relief granted protects the public interest served by the regulations at issue and is the appropriate relief necessary to prevent the governmental regulatory effort from inordinately burdening the real property; and

WHEREAS, the City has determined that the modifications to the effect of the Ordinance effected by this Agreement protect the public interest served by the Ordinance and are the appropriate relief necessary to prevent the regulatory effect of the Ordinance from inordinately burdening the Property; and

WHEREAS, the Parties now desire to settle and finally resolve all disputes between and among them concerning the Claim.

NOW, THEREFORE, the Parties hereby agree as follows:

1. **Recitals.** The above recitals are true and correct and are incorporated herein by reference.

2. **Occupancy Allowable Under Ordinance.** Owner is hereby granted a variance from the provisions of the Ordinance so that the Owner shall have the right to apply under the Ordinance for a maximum occupancy of seventeen (17) overnight guests at the four (4) bedroom vacation rental property noted above and the City shall grant such occupancy. The right shall continue in perpetuity, regardless of any future changes in ownership, provided that this right shall expire permanently if the Property were to be voluntarily remodeled or voluntarily rebuilt in such a manner as to change the number of bedrooms that existed at the date of the Claim. Additionally, no future addition to the number bedrooms will increase the allowable occupancy at the Property.

3. **Development in Accordance with Code.** Notwithstanding any provisions contained herein, the Owner shall at any time have the right and option to remodel, develop, or use the Property in accordance with the applicable ordinances of the City of Destin in effect at the time of application therefor, and this variance shall not be construed as making the Property in any way non-conforming.

4. **Entire Agreement.** The Parties acknowledge that this Agreement constitutes the entire agreement between them regarding the settlement of their dispute and any prior statements, whether oral or written, are merged herein. This Agreement may not be modified or amended without a written instrument signed by the party against whom enforcement is sought.

5. **Duration of Agreement.** This Agreement shall be perpetual and deemed to run with the land, and shall be binding upon and the benefits shall inure to the parties hereto and their respective heirs, devisees, personal representatives, successors and assigns.

6. **Authority.** The signatories to this Agreement are expressly authorized to resolve their dispute as set forth herein and by their signatures here represent and affirm their authority to execute this Agreement.

7. **Governing Law.** The law of the State of Florida shall apply to this Agreement. Any dispute regarding this Agreement shall be litigated exclusively in the courts of Okaloosa County, Florida. The parties expressly consent to such agreed jurisdiction and venue, and waive any objections thereto.

8. **Notices.** Any notice required or permitted to be given hereunder shall be in writing and

shall be (i) delivered by hand, (ii) delivered by reputable national or local courier (such as United Parcel Service or Federal Express), (iii) mailed by United States registered or certified mail, return receipt requested and postage prepaid, or (iv) sent by facsimile transmission provided a confirmation of such facsimile transmission is sent the same day by one of the methods of delivery in (i), (ii), or (iii) above. Any notice shall be addressed to each party at its address as set forth below. Any such notice shall be considered given on the date of such hand delivery, deposit with such courier for same day or next business day delivery, upon receipt of return receipt of certified mail, or receipt of facsimile transmissions, as the case may be, and the time period (if any is provided herein) in which to respond to such notice shall commence on the date of receipt. Rejection or other refusal to accept or inability to deliver because of changed address of which no notice was given shall be deemed to be receipt of the notice. By giving to the other party at least ten (10) days' notice thereof, any party shall have the right from time to time to change the addresses thereof and to specify up to two (2) additional addresses within the United States of America to which copies of notices to it shall be sent. Notice may be given on behalf of any party by such party's counsel. In the event the subject property owner changes, notices shall be addressed to the current owner as indicated in the records of the Okaloosa County Property Appraiser. Otherwise, notices shall be sent as follows:

Each notice shall be addressed as follows:

To City: City of Destin, Florida
Attn:
4200 Indian Bayou Trail
Destin, Florida 32541

With a copy to:

City Land Use Attorney
Romano Kopp Law, PA
PO Box 445
Destin, Florida 32541

Karen J. Lugo and Ronald Lugo: Karen J. Lugo and Ronald Lugo

With a copy to:

9. **Attorney's Fees.** In the event of any action, whether pre-suit, mediation, litigation or appellate proceeding to enforce the terms and conditions of this Agreement, each party to the action shall pay its own attorney's fees and costs incurred therein.

10. **Venue.** Venue over any action to enforce the terms and conditions of this Agreement, including mediation, shall lie solely in Okaloosa County, Florida.

OWNER: Karen J. Lugo & Ronald Lugo

Signature of Witness #1

Karen J. Lugo

Print or type name

Signature of Witness # 2

Print or type name

STATE OF _____
COUNTY OF _____

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the state aforesaid and in the county aforesaid to take acknowledgments, by means of ____ physical presence or ____ online notarization, appeared _____, personally known to me or who has produced _____ as identification, to be the person described in and who executed the foregoing _____ and he/she acknowledged before me that he/she executed same.

Signature of Notary

(NOTARY SEAL)

Print or type name

Signature of Witness #1

Ronald. Lugo

Print or type name

Signature of Witness # 2

Print or type name

STATE OF _____
COUNTY OF _____

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the state aforesaid and in the county aforesaid to take acknowledgments, by means of ____ physical presence or ____ online notarization, appeared _____, personally known to me or who has produced _____ as identification, to be the person described in and who executed the foregoing _____ and he/she acknowledged before me that he/she executed same.

Signature of Notary

(NOTARY SEAL)

Print or type name

CITY OF DESTIN

By: _____
Gary Jarvis, Mayor

Date: _____

ATTEST:

Rey Bailey, City Clerk

Date: _____

STATE OF _____
COUNTY OF _____

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the state aforesaid and in the county aforesaid to take acknowledgments, by means of ____ physical presence or ____ online notarization, appeared _____, personally known to me or who has produced _____ as identification, to be the person described in and who executed the foregoing _____ and he/she acknowledged before me that he/she executed same.

Signature of Notary

(NOTARY SEAL)

Print or Type Name

Approved as to form and legality for use and reliance
by the City of Destin, Florida, only.

Kimberly Romano Kopp, Esq.
City Land Use Attorney

Exhibit "A"

Legal Description of Property

Lot 3, Block C, THE DUNES OF DESTIN, according to the map or plat thereof, as recorded in Plat Book 13, Page 39, of the Public Records of Okaloosa County, Florida.

City of Destin
4200 Indian Bayou Trail
Destin, Florida 32541

City Operating Instruction ADM-102
Date: May 19, 2020
Effective: May 19, 2020

Harassment, Discrimination, and or Misconduct Claims and Complaint Procedure

This operating instruction establishes procedures for investigating and resolving claims of unlawful harassment, discrimination, or misconduct and to ensure a standard complaint process.

I. REFERENCES: Federal, state and local laws, including Title VII of the Civil Rights Act of 1964, the Age Discrimination Act of 1967 and the Americans with Disabilities Act of 1990, City of Destin Personnel Rules & Regulations (Employee Manual), ADM-31 Code of Ethics, ADM-92 General Principles & Protocols.

II. GENERAL: The success of our business is dependent on the trust and confidence we earn from our employees, customers, and stakeholders. We gain credibility by adhering to our commitments, displaying honesty and integrity, and reaching city goals solely through honorable conduct. It is easy to say what we must do, but the proof is in our actions. Ultimately, we will be judged on what we do.

Each employee is responsible for knowing and adhering to the values and standards set forth in this policy and for raising questions if we are uncertain about organization policy. If we are concerned whether the standards are being met or are aware of violations of the policy, we must contact the Human Resources (HR) department. The City of Destin takes seriously the standards set forth in the policy, and violations are cause for disciplinary action up to and including termination of employment in accordance with the employee manual.

III. DEFINITIONS:

A. Discrimination: any verbal or physical conduct designed to create discriminatory work conditions; or to use discriminatory evaluative standards in employment if the basis of that discriminatory treatment is, in whole or in part, the person's race, color, national origin, age, religion, disability status, gender, sexual orientation, gender identity, genetic information or marital status.

B. Harassment: any verbal or physical conduct designed to threaten, intimidate, or coerce an employee, co-worker, or any person working for or on behalf of City of Destin. Verbal harassment includes comments that are offensive or unwelcome regarding a person's national origin, race, color, religion, gender, sexual orientation, age, body, disability, or appearance, including epithets, slurs, and negative stereotyping.

Nonverbal harassment includes distribution, display or discussion of any written or graphic material that ridicules, denigrates, insults, belittles or shows hostility, aversion or disrespect toward an individual or group because of national origin, race, color, religion, age, gender, sexual orientation, pregnancy, appearance, disability, sexual identity, marital status or other protected status.

Unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature when submission to or rejection of such conduct is used as the basis for employment decisions or such conduct has the purpose or effect of creating an intimidating, hostile or offensive working environment.

(Courteous, mutually respectful, pleasant, noncoercive interactions between employees that are appropriate in the workplace and acceptable to and welcomed by both parties are not considered to be harassment, including sexual harassment.)

C. Misconduct: offensive, mismanagement, unprofessional, negligent, unacceptable, or improper behavior that is in violation of established recognized principles and practices.

IV. **POLICY:** City of Destin strives to create and maintain a work environment based upon our core values in which people are treated with professionalism, stewardship, and respect. The environment of the organization should be characterized by mutual trust and the absence of intimidation, oppression, exploitation, and misconduct. City of Destin will not tolerate unlawful discrimination or harassment of any kind. Through enforcement of this policy and by education of employees, City of Destin will seek to prevent, correct, and discipline behavior that violates this policy.

Managers and supervisors who knowingly allow or tolerate discrimination, harassment, or retaliation, including the failure to immediately report such misconduct to HR, are in violation of this policy and subject to discipline.

A. Prohibited Conduct Under This Policy

City of Destin prohibits discrimination, harassment of any kind, improper personal behavior, and or misconduct, and will take appropriate and immediate action in response to complaints or knowledge of violations of this policy in compliance with all applicable federal, state and local anti-discrimination and harassment laws and regulations.

Consensual Romantic or Sexual Relationships

City of Destin strongly discourages romantic or sexual relationships between a manager or other supervisory employee and his or her staff (an employee who reports directly or indirectly to that person) because such relationships tend to create compromising conflicts of interest or the appearance of such conflicts. In addition, such a relationship may give rise to the perception by others that there is favoritism or bias in employment decisions affecting the staff employee. Moreover, given the uneven balance of power within such relationships, consent by the staff member is suspect and may be viewed by others, or at a later date by the staff member, as having been given as the result of coercion or intimidation. The atmosphere created by such appearances of bias, favoritism, intimidation, coercion or exploitation undermines the spirit of trust and mutual respect that is essential to a healthy work environment. If there is such a relationship, the parties need to be aware that one or both may be moved to a different department or other actions may be taken.

If any employee of City of Destin enters into a consensual relationship that is romantic or sexual in nature with a member of his or her staff (an employee who reports directly or indirectly to him or her), or if one of the parties is in a supervisory capacity in the same department in which the other party works, the parties must notify the HR manager or other appropriate corporate officer. Because of potential issues

regarding quid pro quo harassment, City of Destin has made reporting mandatory. This requirement does not apply to employees who do not work in the same department or to parties where neither one supervises or otherwise manages responsibilities over the other.

B. Retaliation

No hardship, loss, benefit, or penalty may be imposed on an employee in response to:

- Filing or responding to a bona fide complaint of discrimination or harassment.
- Appearing as a witness in the investigation of a complaint.
- Serving as an investigator of a complaint.

Lodging a bona fide complaint will in no way be used against the employee or have an adverse impact on the individual's employment status. However, filing groundless or malicious complaints is an abuse of this policy and will be treated as a violation.

Any person who is found to have violated this aspect of the policy will be subject to discipline up to and including termination of employment.

V. Complaint procedure

The City of Destin has established the following procedure for filing a complaint as well as investigating and resolving unlawful harassment, discrimination, retaliation, or misconduct or other types of problems dealing with improper behavior. Which either has caused, or in the opinion of management, has the potential of causing disruption or interference with the operation of the City. The organization will treat all aspects of the procedure confidentially to the extent reasonably possible.

1. Complaints should be submitted **within a reasonable time frame** after an incident has occurred, preferably in writing. The HR Manager may assist the complainant in completing a written statement or, in the event the individual refuses to provide information in writing, the HR Manager will dictate the verbal complaint.
2. Upon receiving a complaint or being advised by a supervisor or manager that violation of this policy may be occurring, the HR Manager will notify and review the complaint with the City Manager or designee.
3. The HR Manager will initiate an investigation to determine whether there is a reasonable basis for believing that the alleged violation of this policy occurred.
4. If necessary, the complainant and the respondent will be separated during the course of the investigation, either through internal transfer or administrative leave.
5. During the investigation, the HR Manager, together with other management employees, will interview the complainant, the respondent, and any witnesses to determine whether the alleged conduct occurred.
6. Upon conclusion of an investigation, the HR Manager or individual conducting the investigation (i.e. legal council) will submit a written report of his or her findings to the City Manager. If it is determined that a violation of this policy has occurred, the HR Manager will recommend appropriate disciplinary action. The appropriate action will depend on the following factors:

- a) willingness to improve, overall work performance, job attitude;
- b) the severity, frequency and pervasiveness of the conduct;
- c) prior complaints made by the complainant;
- d) prior complaints made against the respondent;
- e) serious nature of the offence; and
- e) the quality of the evidence (e.g., firsthand knowledge, credible corroboration).

If the investigation is inconclusive or if it is determined that there has been no violation of policy, but potentially problematic conduct may have occurred, the HR Manager may recommend appropriate preventive action.

7. The City Manager or designee will review the investigative report and any statements submitted by the complainant or respondent, discuss results of the investigation with the HR Manager and other management staff as appropriate, and decide what action, if any, will be taken.
8. Once a final decision is made by the City Manager or designee, the HR Manager will meet with the complainant and the respondent separately and notify them of the findings of the investigation. If disciplinary action is to be taken, the respondent and their supervisor will be informed of the nature of the discipline and how it will be executed.

VI. Confidentiality: All complaints and investigations are treated confidentially to the extent possible, and information is disclosed strictly on a need-to-know basis. The identity of the complainant is usually revealed to the parties involved during the investigation, and the HR Manager will take adequate steps to ensure that the complainant is protected from retaliation during and after the investigation. All information pertaining to a complaint or investigation under this policy will be maintained in secure files within the HR department.

VII. CONCLUSION: At the City of Destin, we must have the courage to tackle the tough decisions and make difficult choices. Doing so will enable us to send a clear message to the public that the City is committed to doing the right thing. This means sometimes being held to a higher standard than what the law requires. Just because an action is legal does not necessarily mean it is ethical or appropriate.

Although the City of Destin's guiding principles cannot address every issue or provide answers to every dilemma, they can define the spirit in which we intend to do business and should guide us in our daily conduct.

Lance Johnson

City Manager

Attachment:

Complaint Form

Complaint Investigation Form

Employee Information

Name of Employee: _____

Employee's Job Title: _____

Incident Information

Date/Time of Incident: _____

Location of Incident: _____

Grievance's Name: _____

Statement / Description of Incident:

Who?

What?

When?

Where?

Why?

Have you reported this incident to anyone else? If so, whom?

Witnesses to Incident: _____

In your opinion, was this problem / incident in violation of a company policy? Yes No

If yes, specify which policy and how the incident violated it.

What ideas do you have for remedying the situation?

Is there any other information you feel is relevant to this situation?

Signature of person preparing this form: _____ Date: _____

Received by whom: _____ Date: _____

Human Resources: _____ Date: _____

Findings: _____

Recommended Action: _____

Supervisor: _____ Date: _____

Deputy City Manager: _____ Date: _____

Comments:

City Manager: _____ Date: _____

Comments:

Human Resources: _____ Date: _____

Follow up actions: _____

File date:

Attachments as needed: _____

Rey Bailey

From: Webb Warren
Sent: Wednesday, July 15, 2020 10:47 AM
To: Rey Bailey
Subject: Fwd: Information request - complaint process
Attachments: Anti harassment Policy and Complaint Procedure.docx; Complaint Form.doc

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From: Karen Jankowski <kjankowski@cityofdestin.com>
Sent: Wednesday, July 15, 2020 10:19:09 AM
To: Webb Warren <wwarren@cityofdestin.com>; Lance Johnson <ljohnson@cityofdestin.com>
Subject: FW: Information request - complaint process

Webb,

Our City Manager requested an improvement to our complaint process within our Personnel Rules and Regulations in April of this year. Attached is the draft policy that has been reviewed; additional language to adequately address complaints from outside our organization is being researched and will be incorporated as soon as possible. Due to COVID policies and procedures taking higher precedence I have not been able to finalize the policy.

*Karen Jankowski
HR/Risk Mgr*

From: Rey Bailey <rbailey@cityofdestin.com>
Sent: Wednesday, July 15, 2020 6:39 AM
To: Karen Jankowski <kjankowski@cityofdestin.com>
Cc: Webb Warren <wwarren@cityofdestin.com>; Lance Johnson <ljohnson@cityofdestin.com>
Subject: FW: Information request - complaint process

Karen

Could you please provide us the documents Mr. Menchel is requesting? Thanks

Rey

Rey Bailey
City Clerk
City of Destin
Phone: (850)837-4242
Fax: (850) 837-3267
E-Mail: rbailey@cityofdestin.com