

**REGULAR MEETING
DESTIN CITY COUNCIL
SEPTEMBER 21, 2020
ANNEX COUNCIL CHAMBERS
6:00 PM**

*****Core Value of the Month - Respect*****

CALL TO ORDER

INVOCATION

PLEDGE OF ALLEGIANCE

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

1. APPROVAL OF MINUTES

- A. Approval of Minutes of July 13, 2020 City Council Budget Workshop
- B. Approval of minutes of June 29, 2020 City Council Workshop

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

- A. Stahlman Ave./US98 Intersection Assessment - Project Update, Volkert Engineering

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. Hurricane Sally Update
- B. Feline Friends/Feral Cat Services
- C. Panhandle Animal Welfare -Animal Control Services Update
- D. Cares Act - Subrecipient Agreement
- E. COVID-19 Grant Program Update
- F. Adopt-a-Street Program Update
- G. Complaint Policy Status & Updates
- H. Announcements

5. PUBLIC HEARINGS

- A. Second reading of Ordinance 20-25-CN - Adopting the Fiscal Year 2021 Millage Rate
- B. Second reading of Ordinance 20-26-CN - Adopting the Fiscal Year 2021 Budget

- C. First reading of Ordinance 20-14-LC - Relating to right-of-way protection, providing for the amendment to Article 8, Transportation of the Land Development Code by creating Section 8.01.00G, Right-of-way protection, trenchless technologies
- D. First reading of Ordinance 20-24-LC - Regulating Low Speed Vehicles (LSV). Amending Article VIII "Transportation" and creating a new section 8.09.04 entitled "Alternative Modes of Transportation." Defining "Low Speed Vehicles." Providing for limited operation of low speed vehicles on certain City streets. Prohibiting Low Speed Vehicles on specified streets.

6. *CONSENT AGENDA (No public comments)

- A. Resolution 20-19, Emerald Coast Wildlife Refuge Contract
- B. Extensions 22 and 23 to the Amended COVID-19 Declaration of State of Emergency
- C. Council ratification of the Declaration of Civil Emergency
- D. Resolution No. 20-21, FY21 Law Enforcement Agreement
- E. Authorization for payment to TerraXplorations, Inc.

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

- A. Councilmember Braden
- B. Councilmember Ramswell
- C. Councilmember Menchel
- D. Councilmember Overdier
- E. Councilmember Marler
- F. Councilmember Destin
- G. Councilmember Morgan
- H. Mayor Gary Jarvis
- I. Land Use Attorney
 - 1) Workshop - Destin Fire Control District Lease - Clement Taylor Park
 - 2) Ordinance Status Updates:
 - a. Roosters
 - b. Luxury RV Resorts as a Conditional Use in CMU-V
 - c. Drones and Kites
- 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 necesitan ayuda con un idioma para participar en las reuniones de la ciudad, deberán notificar la oficina de la Secretaria Municipal al (850) 837-4242 antes de la reunión. Discapacidad auditiva: TTY: 711 (Solicitar Espanol CA). La ayuda tambien está disponible por Recursos Humanos, Coordinador del Título VI, al (850) 837-4242.

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

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

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

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

**MINUTES
BUDGET WORKSHOP
DESTIN CITY COUNCIL
JULY 13, 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 Pro Tem Prebble Ramswell (Virtual)

Councilmember Chatham Morgan (Virtual)

Councilmember Cyron Marler (Virtual)

Councilmember Steven Menchel (Virtual)

Councilmember Skip Overdier (Virtual)

Destin City Staff

City Manager Lance Johnson

Deputy City Manager Webb Warren

Finance Director Krystal Strickland

City Clerk Rey Bailey

IT Technician James Lauria

City Attorney Kyle Bauman

CALL TO ORDER

Mayor Pro Tem Prebble Ramswell 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

Ad Valorem – Actual vs Projected

	<u>FY2020</u>	<u>FY2021</u>	<u>Amount of</u>	<u>% Change</u>
	<u>Actual</u>	<u>Projected</u>	<u>Increase</u>	
3F Ad Valorem @ 1.6150	\$ 7,556,223	\$ 8,099,316	\$ 543,093	7%
Town Center CRA	257,304	290,297	32,993	13%
Harbor CRA	319,174	331,449	12,275	4%
	<u>\$ 8,132,701</u>	<u>\$ 8,721,062</u>	<u>\$ 588,361</u>	

Ad Valorem – at Different Millage Rates

Ad Valorem Taxes Payable per Household
Two scenarios to demonstrate the difference 1/10th of a mill creates

	<u>1.6150</u>	<u>1.7150</u>	<u>Variance</u>
Property Taxable Value			
\$100,000	\$161.50	\$171.50	\$10.00
\$400,000	\$646.00	\$686.00	\$40.00

Zip code 32541 median real property value = \$420,000

Funding to the City at the two Different Millage Rates

	<u>1.6150</u>	<u>1.7150</u>	
Total Taxable Property Value			
\$5,400,038,408	\$8,721,062	\$9,261,066	\$540,004

How We Leverage Your Tax Dollars FY 2021 Grants and Aids

	Total Funding to City		Average Household
Ad Valorem you pay	\$ 8,721,062	26%	\$646.00
Grants and Aids	24,899,292	74%	
	<u>\$ 33,620,354</u>		

General Fund Operating Revenues

	<u>FY2019</u>	<u>FY2020</u>	<u>FY2020</u>	<u>FY2021</u>
	<u>Actuals</u>	<u>Adopted</u>	<u>Projected</u>	<u>Projected</u>
Ad Valorem	7,346,575	7,777,693	7,559,732	8,099,316
Licenses & Permits	2,848,464	2,683,525	2,817,611	3,565,470
Intergovernmental	3,494,078	3,716,736	2,310,667	5,321,633
Other Revenues	2,480,160	2,632,718	2,194,101	2,066,451
TOTAL OP REVENUES	\$ 16,169,277	\$ 16,810,672	\$ 14,882,112	\$ 19,052,870

- Electric Franchise (Licenses) may increase to assist towards Undergrounding
- Intergovernmental increase in FY2021 with RESTORE and NFWF reimbursements
- Other Revenues decrease due to moving restricted \$ from GF into CIP restricted fund

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General Fund Operating Expenditures

	<u>FY2019</u>	<u>FY2020</u>	<u>FY2020</u>	<u>FY2021</u>
	<u>Actuals</u>	<u>Adopted</u>	<u>Projected</u>	<u>Projected</u>
General Government	4,310,583	5,215,598	4,779,770	5,140,145
Public Safety	3,061,646	3,581,031	3,482,665	3,584,206
Transportation	1,777,864	2,586,012	1,771,731	2,105,683
Culture & Recreation	2,576,438	3,603,930	2,675,110	3,152,301
Other Expenditures	110,151	250,930	242,149	156,237
TOTAL OP EXPENDITURES	\$ 11,836,683	\$ 15,237,501	\$ 12,951,426	\$ 14,138,572

FY2021 assumes the 11 open positions will be filled.

FY2021 begin staffing and maintenance of Leonard Destin Park.

OCSO Contract for 2021 is \$28K lower than the 2020 contract

Personnel: 87 Full Time & 20 Part-Time

- 2% Cost of Living \$89,490
- 2% Merit \$64,345
- Health Insurance increase 3.5% \$63,058
- New Positions
 - Zero Additions for FY2021
 - Currently recruiting to fill 11 FT vacancies

	FY2021 Expenditures	
Personnel	\$6,606,234	47%
Other Expenditures	7,532,338	53%
TOTAL GF Op Expenditures	<u>\$14,138,572</u>	

General Fund Transfers Out

	<u>FY2019</u> <u>Actuals</u>	<u>FY2020</u> <u>Adopted</u>	<u>FY2020</u> <u>Projected</u>	<u>FY2021</u> <u>Projected</u>
Facilities R&R Fund	-	-	-	1,556,000
2013 Debt Service	543,600	556,827	556,827	556,047
Infrastructure R&R Fund (gas tax #1)	774,746	714,617	1,180,586	470,879
1/2 Cent Sales tax for Capital Projects	-	-	645,000	1,431,792
CD Technology Fund	-	-	-	120,459
CIP Grants (NFWF, RESTORE)	-	878,196	-	2,744,151
Special Capital Projects	-	-	-	3,000,000
TOTAL TRANSFERS OUT	<u>\$ 1,318,346</u>	<u>\$ 2,149,640</u>	<u>\$ 2,382,413</u>	<u>\$ 9,879,327</u>

FY2021

- Establish a facilities Renewal and Replacement Fund
- Reimbursement from NFWF and RESTORE
- Beach acquisition and matching funds for capital grants

General Fund Balance

	<u>FY2019</u>	<u>FY2020</u>	<u>FY2020</u>	<u>FY2021</u>
	<u>Actuals</u>	<u>Adopted</u>	<u>Projected</u>	<u>Projected</u>
Operating Revenues	16,169,277	16,810,672	14,882,112	19,052,870
Operating Expenditures	11,836,683	15,237,501	12,951,426	14,138,572
Transfers Out	1,318,346	2,149,640	2,382,413	9,879,327
Net Change in Fund Balance	<u>\$ 3,014,248</u>	<u>\$ (576,470)</u>	<u>\$ (451,727)</u>	<u>\$ (4,965,030)</u>
Beginning Fund Balance	21,762,217	24,776,465	24,776,465	24,324,738
Ending Fund Balance	<u>\$ 24,776,465</u>	<u>\$ 24,199,995</u>	<u>\$ 24,324,738</u>	<u>\$ 19,359,708</u>

General Fund Balance

	<u>FY2019</u>	<u>FY2020</u>	<u>FY2020</u>	<u>FY2021</u>
	<u>Actuals</u>	<u>Adopted</u>	<u>Projected</u>	<u>Projected</u>
Nonspendable				
Interfund Advance	2,448,824	2,448,824	2,448,824	2,448,824
Restricted:				
Impact fees	2,584,256	2,584,256	2,410,452	1,934,882
Gas Tax #2	224,345	221,809	215,000	220,000
Debt Service	2,327,337	2,392,206	2,346,194	2,336,115
Committed:				
Emergency	2,793,067	2,793,067	2,793,067	2,793,067
1/2 Penny Local Surtax	918,383	1,768,383	1,768,383	2,968,383
Assigned:				
Encumbrances	965,486		2,054,487	
Software Upgrades	248,106			120,459
Unassigned:	12,266,660	11,991,450	10,288,330	6,537,979
FUND BALANCE	<u>\$ 24,776,465</u>	<u>\$ 24,199,995</u>	<u>\$ 24,324,738</u>	<u>\$ 19,359,708</u>

Updated 5-Year Capital Budget Summary

	FY 21	FY 22	FY 23	FY 24	FY 25	Total
FACILITIES R&R SUBTOTAL	\$ 1,566,000	\$ 242,078	\$ 242,078	\$ 242,078	\$ 242,078	\$ 2,534,310
INFRASTRUCTURE R&R SUBTOTAL	1,568,589	\$ 920,000	\$ 866,800	\$ 800,000	\$ 800,000	\$ 4,955,389
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	26,100,000	\$ 3,300,000	\$ 1,600,000	\$ -	\$ 48,000,000	\$ 79,000,000
OTHERS SUBTOTAL	5,323,621	\$ 1,009,000	\$ -	\$ -	\$ -	\$ 6,332,621
GRAND TOTAL BUDGET REQUESTS	\$ 35,110,210	\$ 6,421,078	\$ 2,908,878	\$ 1,242,078	\$ 49,242,078	\$ 94,924,320

AVAILABLE FUNDING	FY 2021	FY 2022	FY 2023	FY 2024	FY 2025	Total
FACILITIES R&R	\$ 1,566,000	\$ 242,078	\$ 242,078	\$ 242,078	\$ 242,078	\$ 2,534,310
GAS TAX #1	470,879	480,296	489,902	499,700	509,694	2,450,471
GAS TAX #2	213,128	213,128	213,128	213,128	213,128	1,065,640
POLICE PROTECTION IMPACT FEES	4,800	400	400	400	400	6,400
TRAFFIC IMPACT FEES	1,001,657	20,000	20,000	20,000	20,000	1,081,657
PUBLIC LIBRARY IMPACT FEES	116,679	2,000	2,000	2,000	2,000	124,679
PARK IMPACT FEES	142,368	4,000	4,000	4,000	4,000	158,368
NPEB	114,589					114,589
MITIGATION FEE MULTI-MODAL	92,994					92,994
1/2 CENT SALES TAX	1,431,792	438,128	446,891	455,829	464,945	3,237,585
1/2 PENNY LOCAL DISCRETIONARY	3,260,603	1,200,000	1,200,000	1,200,000	1,200,000	8,060,603
CD TECH FUND	120,459	120,459	120,459	120,459	120,459	602,295
Harbor CRA '09 Bond Proceeds	17,188					17,188
02 Construction Bond Proceeds	39,533					39,533
Obligated Grants	2,714,119					2,714,119
Potential Grants	18,162,932	3,300,000	1,600,000	-	-	23,062,932
FUNDING TBD	100					100
GF FOR SPECIAL CAPITAL PROJECTS	3,000,000					3,000,000
GRAND TOTAL AVAILABLE FUNDS	\$ 32,469,820	\$ 6,020,489	\$ 4,338,858	\$ 2,757,594	\$ 2,776,704	\$ 48,363,465

Fiscal Year 2021 Grants

Grant: National Fish & Wildlife Foundation (Deep Horizon)	768,589
Grant: RESTORE Captain Royal Melvin	1,216,530
Grant: RESTORE Clement Taylor	729,000
Grant: TPO Stahlman Ave Intersection*	1,501,500
Grant: TPO X-Town ROW Acquisition*	1,000,000
Grant: TPO HWY 98 Landscaping*	1,161,432
Grant: TDD Beach Acquisition*	13,000,000
Grant: TDD New Beach Park*	1,500,000
FEDERAL GRANT-PHY ENVIRONMENT	2,744,151
GRANTS/MEDIAN MAINTENANCE	13,595
TRAFFIC SIGNAL/HWY LGT MAINT	114,269
FDEP OPS LEONARD DESTIN PARK	83,236
BEACH OPERATIONS/TDC FUNDING	421,976
COUNTY OCCUPATIONAL LICENSES	12,385
COUNTY LIBRARY COOPERATIVE	62,629
CARES ACT*	570,000
	24,899,292

*Expected to be signed within 3-6 months.

X-Town Connector Construction Funding Update: TDC has scheduled \$3.2m to be granted to the City

Councilmember Menchel pointed out that in the “General Fund Transfer Out” slide, general fund for “Special Capital Projects” showed a total of \$3 million. He asked what the other million dollar funding was for since the cost for beach acquisition was only \$2 million,

Ms. Strickland explained the other million dollars are distributed amongst certain projects that require match funding.

Referencing the “General Fund Balance” slide, Councilmember Menchel inquired as to the purpose for “emergency” funding.

Ms. Strickland noted that the City has two accounts created with Raymond James. She has not found the background for these accounts, however, both accounts are very clearly designated as emergency funds.

Next, Councilmember Menchel pointed out that under “Available Funding”, in the “Updated 5-Year Capital Budget Summary” slide, “Police Protection Impact Fees” and “Traffic Impact Fees” showed a much higher number in FY 21 than in both FY 22 and FY 23. He asked why there was such a difference in number.

Ms. Strickland explained that funds have built up over the years that are restricted towards growth necessitated transportation needs for FY 21; adding they anticipate developers paying the City an additional \$20,000 minimum a year from FY 22 moving forward,

Councilmember Menchel asked if they have attempted to rebid the health insurance portion of the budget to get a better rate.

According to Ms. Strickland, the Human Resources Director Karen Jankowski is not available to speak to that issue this evening; however, Ms. Jankowski is a very prudent person and follows these pricings very closely. She added that Ms. Jankowski is known to go out and either search for another broker or search the territory for better pricing when it is reasonable to do so.

Councilmember Ramswell asked how they stood with the general unassigned fund balance.

Ms. Strickland stated the general unassigned fund balance total is where it should be at this time; adding they should have at least a minimum of 3 months general operating expenditures funding on hand.

Councilmember Ramswell asked how long the City’s 11 positions have been vacant and how they may be able to fill these positions.

The City Manager explained that some of the non-essential positions have been intentionally frozen during the pandemic, which came about in March this year. However, they are still trying to hire for the other essential positions, such as the City Engineer position, which are a lot tougher to fill.

Ms. Strickland noted that August 4, 2020 is the deadline to certify their millage rate to the Tax Collector; at which point they set the millage rate to a certain level. They could only lower the millage rate but not increase it until the final adoption of the budget in September. She recommends leaving the ad valorem rate at 1.615. It would technically be a tax increase of 4.25%. She feels it would be more prudent to continue maintaining the millage rate at this point, and that the additional income is so important at this critical juncture for the City where they are so close to achieving some of their primary objectives on their strategic plan.

Councilmember Ramswell asked whether Ms. Strickland, as Finance Director, had any recommendations, possibly a different way of allocating funds that would be more advantageous and beneficial to the City.

Ms. Strickland stated that she has been looking at the current way expenditures are being allocated. Like in many other cities, citizens want to see more fund spent on parks and recreation and less on general government. One thing this city has not been doing to the best of its ability is allocating out those general fund expenses though they have a lot of expenses like maintaining the parks and recreation facilities. She continued that they will see incremental changes over the next 18 months with better parks and recreation numbers and public works transportation; and with

general funds expenditures going down. It will be a slow process as she will need more time to go through the books and recalculate and reallocate funds. She added that the City is in a very good shape funding-wise. They are at the appropriate level to meet all their strategic objectives. They do not want to jeopardize their future funding for the undergrounding of the utilities, which is why they need to stay in a nice and slow steady course and work with a solid financial advisor who understands both the bonding and grant funding world.

B. Update on Cares Act Funding

The Deputy City Manager Webb Warren stated that the City has had great partnership with Okaloosa County. They are working in conjunction with the other local cities and the County to find and identify opportunities to help deal with issues during this pandemic. Funds are being released to the County level. The Cares Act Funding must go toward direct action on the COVID-19 pandemic. It cannot supplant any existing funding. He also stated that the City is experiencing challenges with staffing as well as some consulting. The Cares Act gives an opportunity for the City to get some outside consulting on the ENERGOV project to help keep it on track. It is one example of projects they will be working with the County and staff could potentially bring Council an agenda item at their upcoming regular meeting to approve a contract.

Councilmember Menchel inquired as to the status of document scanning.

Mr. Warren noted that the organization they contracted was heavily impacted by the pandemic which has slowed things down on this project considerably.

Councilmember Menchel stated this is something they may want to consider with regards to Cares Act Funding.

C. Update on Beach Acquisition Funding – TDC/Okaloosa County

The Deputy City Manager noted that the City has been working with the County organization on this endeavor, and that everything has been going very well.

PUBLIC COMMENTS

ADJOURNMENT

Having no further business at this time, the meeting was adjourned at 6:15 PM.

Gary Jarvis, Mayor

ATTEST:

Rey Bailey, City Clerk

**MINUTES
NORRIEGO POINT EMBAYMENT WORKSHOP
DESTIN CITY COUNCIL
JUNE 29, 2020
ANNEX COUNCIL CHAMBERS
6:30 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

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

Parks & Recreation Director Lisa Firth

City Attorney Kyle Bauman

CALL TO ORDER

Mayor Gary Jarvis called the meeting to order at 6:30 PM, which was then followed by the recitation of the Pledge of Allegiance.

PUBLIC COMMENTS

Ms. Marcie Bell, a Destin resident, expressed concern that opening the embayment for boat access could result in commercial activity occurring at that parcel which could affect the terms of the deed between the City and County.

Ms. Aileen Stalvey (online comment), a Destin resident, stated that boats have already taken over the harbor side of Norriego Point, and that she objects to allowing them in the embayment and attracting commercial activity.

WORKSHOP

A. Norriego Point Embayments

Councilmember Destin explained that the application for the armoring of Norriego Point included some language that embayments would be opened for both boating and swimming. Those two things appear to be incongruent from safety standpoint, but it was part of the application that was funded by FDEP; and so FDEP wanted the embayments to stay open for vessel traffic. He also stated that the Council designated him and other members of staff to meet and discuss this issue

with FDEP. During the discussion, a concession was made involving closing all the embayments for vessel traffic except for the northernmost embayment farthest from the property line. It would be left open for both vessel traffic and swimming, but with the understanding that should things change in the future where they have clearly public safety issues, or any sort of commercial activity occurring, the City reserves the right to close it. The Council needs to decide whether to respond back to FDEP ultimately telling them they would close all the embayments or agree to the compromise proposal.

Councilmember Ramswell noted she is not in favor of opening any of the embayments for boat traffic. It was presented to the citizens and the Council as all embayments were for swimming only and that boat traffic will be restricted. Beach access and parking for boats will be on the harbor side of Norriego Point. She also stated that they need to consider the structural integrity of the Point. Boats could cause damage to the embayments which are not originally intended for boat traffic. The City is responsible for maintenance of Norriego Point, and they have spent \$10.4 million armoring, stabilizing, and restoring Norriego Point. She added that safety is the biggest issue. They cannot mix swimming and boat traffic without jeopardizing safety.

Councilmember Overdier stated he agrees with Councilmember Ramswell that it is not safe to mix swimmers and boaters. However, the City apparently has committed to allowing boats in the embayments during the funding application process, which leaves the City with no choice on the matter.

The City Attorney remarked that the FDEP's counsel mentioned that commitment during their discussion about this subject, and it was also included in FDEP's letter to the City; adding that the application is the primary document FDEP is relying on in their arguments.

Councilmember Ramswell read some of the comments made in FDEP's letter to the City and her written response to those comments (FDEP's portions are *italicized*):

“Mr. Stevens of FDEP cites the following as evidence:

The following components will be considered in the final design . . . two new additional embayments for additional water-related activities and boat/kayak parking.

- Note the use of the phrase ‘will be considered.’ Considered means considered, not absolute!

See also the Master Site Plan map, which expressly labels each of the four embayments as areas of ‘snorkeling, swimming, or additional boat parking.’

- Note the word ‘OR.’ “Or” means we can use them for snorkeling, swimming or boat parking. This does not mandate/require one or any of them to be expressly for boat parking

Id. at Exhibit E. “Two new embayments will provide additional swimming areas as well as more space for boats ... to pull in.

- Just because more space is available does not mean all or any of said space will be used in such a manner. It merely acknowledges that there is more space for boats to pull in – if that is what we choose to allow

The objective of the Early Restoration Project is to enhance and/or increase recreational boating and beach use opportunities by stabilizing and re-establishing Norriego Point.

- This is exactly what has been accomplished. By extending the Point, we have created more space on the harbor side as well as the gulf side. The harbor side is fully dedicated to boat parking/pull-in; thus, extending the Point increased recreational boating opportunities

Embayments will provide additional swimming area and space for watercraft access, more specifically to facilitate additional boat parking and more space for boats to pull-in.

- Again, this is a statement of fact that merely acknowledges that embayments provide additional space. It is not a directive

General Points:

- Mr. Stevens is conveniently confusing possibilities with requirements
- Mr. Stevens is using scare tactics to coerce the City into actions that place the safety of the public at risk and put the desires of one property owner and campaign donor above all else
- Mr. Stevens' *'the City is obligated to honor its commitments upon which the Norriego Point restoration funding was predicated and do so immediately'* insinuates that we have not abided by our commitment. Clearly this is patently false. Just because we have not opened embayments for motorized vessels to mingle with swimmers placing all in hazardous conditions and risk to life, does not mean we are not meeting our commitments. We already have boats driving over the ropes and severing them to land on beach. Motorized vessels/boats need to be limited to the harbor side for safety and structural integrity reasons
- Mr. Stevens should be reminded of the main objective of this project: *'The objective of the Early Restoration Project is to enhance and/or increase recreational boating and beach use opportunities by stabilizing and re-establishing Norriego Point.'* Every element of this objective has been met and is in use as intended"

Councilmember Ramswell also mentioned that there was phone conversation that occurred between the City Manager and an FDEP representative, who specifically stated this was being done to help a developer and identified the developer by name.

Councilmember Morgan wants to know what can happen if the City decides not to allow boats in the embayments.

According to the City Attorney, FDEP could pull the funding for the Norriego Point Phase 3 project; and that they may also decide not to turn the management plan over to the City.

Councilmember Ramswell pointed out that Section 1.2 of the memorandum of understanding clearly states that Norriego Point will be the sole responsibility of the City, and that the City will control access to the property.

The City Attorney noted this is one of many legal issues that would have to be resolved if the City gets into a dispute with FDEP, reiterating that FDEP may decide not to turn the management plan over to the City.

According to Councilmember Ramswell, she was not aware of the City ever giving up management of Norriego Point.

The City Attorney explained that the issue involves the spoils area, which is the area that FDEP has used the funding to create the new land. Technically, FDEP could claim they own that land and would have to turn it back over to the City to manage it. The FDEP has also committed \$85,000 per year to pay the City to operate and maintain Norriego Point.

The Mayor noted that the memorandum of understanding dated December 5, 2012 states that this memorandum of understanding is non-exclusive. It also states that “the Board of Trustees or their duly authorized employees and agents shall retain the right to enter the dedicated land or to engage in management activities not inconsistent with the purpose for which the City is permitted to use them.” He asked the City Attorney to explain this portion of the memorandum of agreement as it involves this case.

The City Attorney stated that this language seemed to indicate that FDEP has essentially maintained concurrent jurisdiction over the land; and that it is their sole purview to give the City exclusive jurisdiction over that land.

The Mayor mentioned that the City has about \$13 million worth of future projects that would be dependent upon FDEP’s financial support; adding that Councilmember Destin and other members of staff have done a fine job coming up with a proposed compromise to open only one of the four embayments for boat traffic without jeopardizing the City’s good relationship with FDEP.

Councilmember Morgan alluded to Councilmember Ramswell’s earlier statement that opening the embayment for boat traffic would benefit a local developer, stating he could not think of any way this is possible without commercial activity taking place which is not allowed.

Councilmember Ramswell stated that aside from shuttle boat beach parking, she cannot speculate on what the developer’s future plans or ideas might be; adding this was a statement made to the City Manager by a prior employee of FDEP.

Councilmember Ramswell asked for the Land Use Attorney’s opinion on the entire issue.

According to the Land Use Attorney, anything having to do with the developer’s potential future application would be addressed at the time the City receives that application; and so, there is really no need to address that issue at this time. It is at the discretion of the Council whether they want to open one of the embayments for boat traffic. There is certainly a risk of getting into a dispute with FDEP and putting future funds at risk if the City refuses.

The City Manager noted that on page 85 of the Norriego Land Management Plan, one of the proposed physical improvements states “two new embayments with additional water related activities and boats/kayak parking.” He added that he is not endorsing this statement. He is just making sure the Council is aware of it moving forward and in whatever decision they make.

Councilmember Morgan stated that he would prefer to keep the embayments for all swimmers; however, the risk of alienating a very important community partner like FDEP and jeopardizing the phase 3 funding is not a risk he is willing to take. He added he would support the proposed compromise of opening one embayment for boat traffic.

Councilmember Overdier stated he would also support opening one embayment for boats as long as they keep the embayments strictly for swimmers clearly marked as such to prevent boats from entering these embayments.

Councilmember Morgan stated that if Council decides to allow boats in one of the embayments, he would be willing to revisit this issue and vote to reverse their decision if there is clearly a safety issue and if he feels a developer is exploiting the situation.

Councilmember Menchel noted that a developer could exploit the situation with a water taxi for a starter. He also asked if FDEP is receptive to the idea of opening only one embayment for boat traffic and whether it is in writing.

According to Councilmember Destin, FDEP finds the idea acceptable during the meeting which he would consider a win for the City. He also stated it was a verbal arrangement, but the Council could surely pass a resolution to preserve that agreement and it would be up to FDEP to accept or deny it.

Councilmember Menchel stated that FDEP does not seem to take into consideration the 600-foot territory where there are vessels docking along the harbor side of Norriego Point; which is something that should work in their favor but has never been addressed in any of the existing agreements.

Councilmember Ramswell stated they have previously heard from Mr. Pierce Barrett who was part of the project and who had mentioned the possibility of opening one embayment for non-motorized vessels. She recommends looking at this situation from that perspective. She also stated that if they are planning to move forward with opening one of the embayments, she would recommend hiring an engineer to review the T-groins in that area; adding that they need to hear from a professional engineer on how allowing boats to beach in that area would impact those T-groins.

PUBLIC COMMENTS

Ms. Marcie Bell commented that having the bathrooms on Norriego Point is a huge consideration for the developer because it is something that is lacking right now. She also noted she was present at the meeting when Mr. Pierce Barrett was involved in the conversation about Norriego Point embayments as well as motorized versus non-motorized vessels. She spoke of storms damaging Norriego Point in the past and the uncertainty of how wave actions would affect the embayments during a storm event. She also suggests they determine the amount of propeller incidents with swimmers on Crab Island and the harbor side of Norriego Point, and to take that information into account as they make their decisions on the embayments.

Ms. Aileen Stalvey (online), a Destin resident, expressed concern over the parking issues at the entrance to Norriego Point.

The City Manager stated that when the paid parking went into effect, they took into consideration people that are leaving early on fishing trips. He continued that the park hours remain consistent with the other parks, opening at dawn and closing at sunset.

Ms. Michell Melancon (online), a Destin resident, expressed concern over establishments like the Emerald Grande taking over Norriego Point and bringing their boats over to the embayments and conducting business. She also mentioned that someone is bringing a monkey to the beach on a regular basis while animals are not allowed on the beach. She urged the Council to get involved to make sure policies are enforced and take the beach back.

ADJOURNMENT

Having no further business at this time, the meeting was adjourned at 7:25 PM.

Gary Jarvis, Mayor

ATTEST:

Rey Bailey, City Clerk

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: September 21, 2020

TYPE OF AGENDA ITEM: Presentation

TO: City Council

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

FROM: Michael Burgess, Public Services Director

DATE: 09/09/2020

SUBJECT: Stahlman Ave./US98 Intersection Assessment - Project Update, Volkert Engineering

I. BACKGROUND: Volkert Engineering staff will be presenting its recommendations for improving traffic flow whilst enhancing pedestrian safety at the intersection of Stahlman Avenue and US98 and the surrounding area.

Slides to be uploaded early next week. MB

II. DISCUSSION: City Council commissioned an analysis for and the development of design alternatives for roadways and traffic management systems for the intersection of Stahlman Avenue and US98.

Volkert staff has developed concepts associated with this task for Council's review. A web-page, hosted by the City, will allow citizens and stakeholders to review and comment on these concepts for a two-week period. On October 6th, a GoToMeeting will be held from 5:30pm to 7:00pm to give citizens and stakeholders the opportunity to ask questions of Volkert and City staff about these design alternatives and provide their input in "live" format. City staff will issue a press release and will advertise this web-page on the City's website and through its social media platforms.

A. Link to Strategic Goals / Objectives: from Strategic Focus 2025:
Improved Mobility and Connectivity

from FY20-24 Strategic Goal Table:
Objective 3B. Construct roadways as alternatives to Highway 98

Objective 5A4. Implement streetscape/roadway improvements in the Harbor District

B. **Effect on Budget (EOB)**: None at this time.

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

III. **CONCLUSION**: This is a project update.

IV. **RECOMMENDED MOTION**: none

Attachments:

1. Stahlman Avenue Intersection Assessment Powerpoint for Commission Meeting

Alternatives Meeting for Stahlman Avenue Intersection Assessment

Destin City Council Meeting
September 21, 2020



Stahlman Avenue Intersection Assessment Scope of Services

- Existing Conditions Assessment
 - Data Collection
 - Existing Traffic Analysis
 - Safety (Crash Data) Review
- Alternatives Analysis
- Alternatives Meeting Presentation
- Local Concerns Meeting (Virtual)
- Final Technical Memorandum



Stahlman Avenue Intersection Assessment Build Alternative

Recommendations include

- Right turn in/right turn out for Zerbe Street
- Removal of ped crossing north of Zerbe Street
- Southbound Left turn, Shared Left-Thru, and Right turn movements at US 98 and Stahlman Ave
- \$350k +/- Construction cost

Improvements include

- Potential 50% reduction in crashes at intersection of Stahlman Ave and Zerbe St
- Reduction in delays
- Improvements in LOS

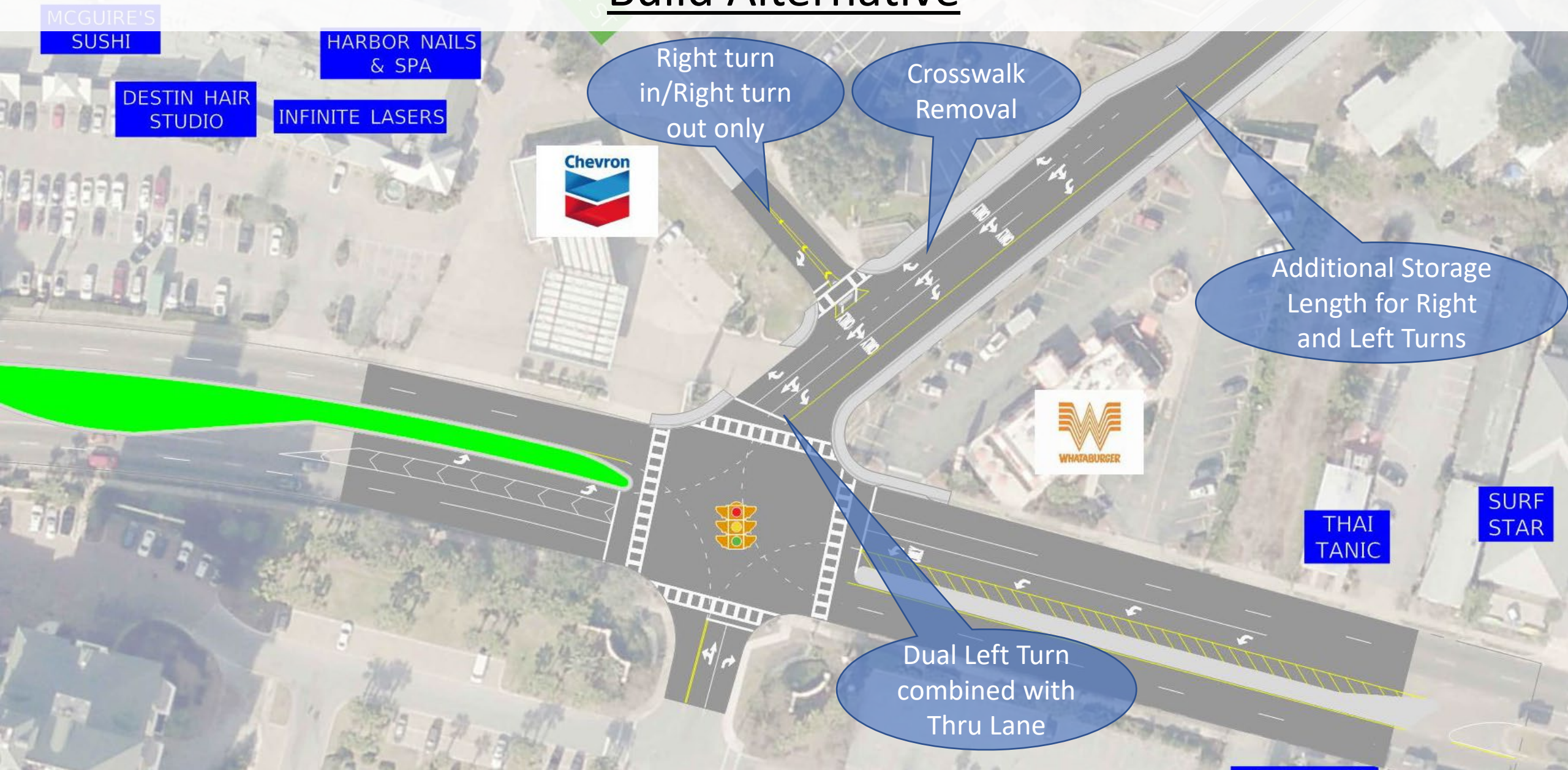
Impacts include

- Impact stormwater Pond for Community Center
- Parking at Whataburger (\$50k +/-)
- Replacement of Mast-arms in NW and NE quadrants
- Right of way west of Stahlman Avenue



Stahlman Avenue Intersection Assessment

Build Alternative

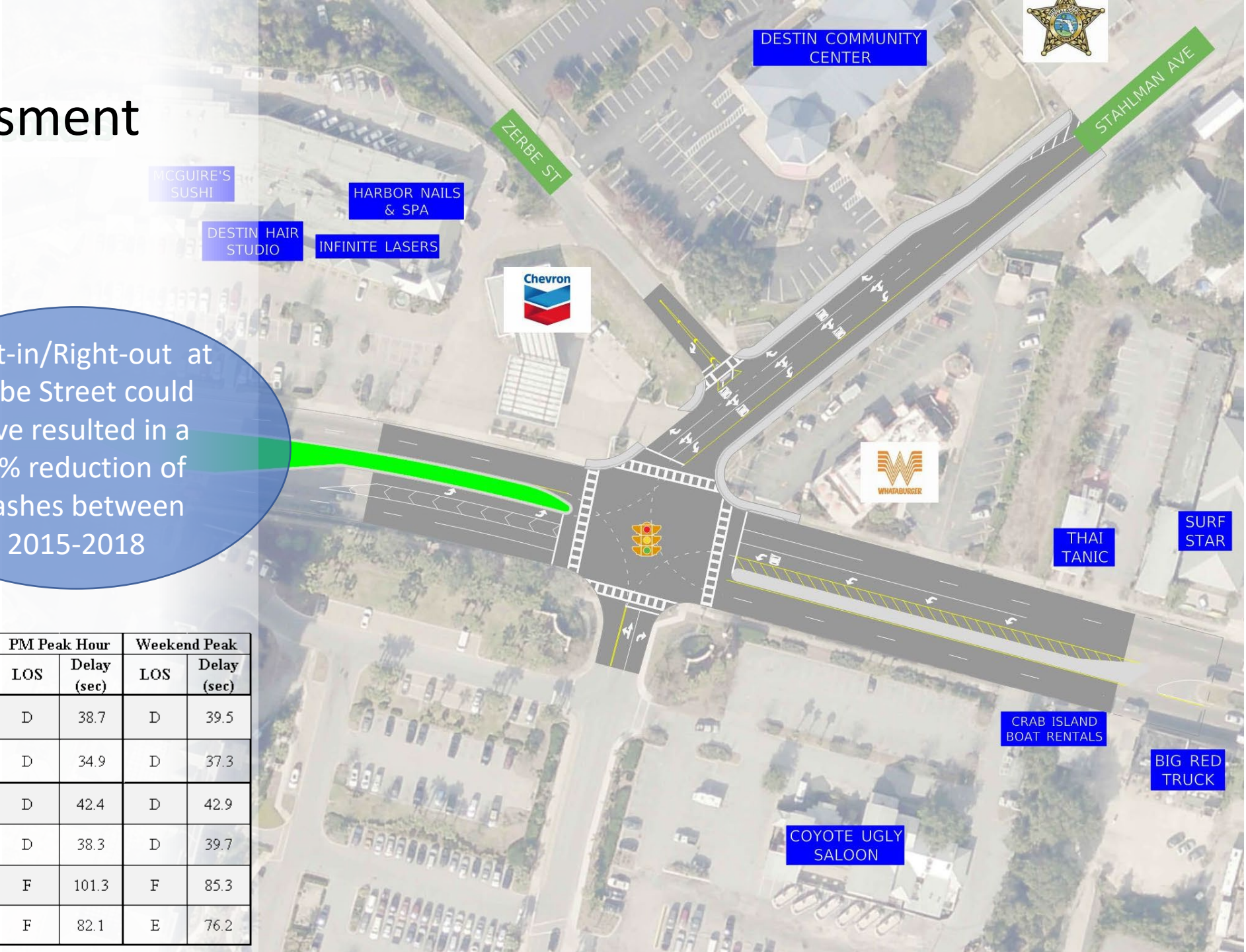


Stahlman Avenue Intersection Assessment Build Alternative

Crash Type	# of Collisions
Angle	1
Left Turn	5
Other	1
Rear End	2
Right Turn	1
Sideswipe	3
Unknown	1
Total	14

Right-in/Right-out at
Zerbe Street could
have resulted in a
50% reduction of
crashes between
2015-2018

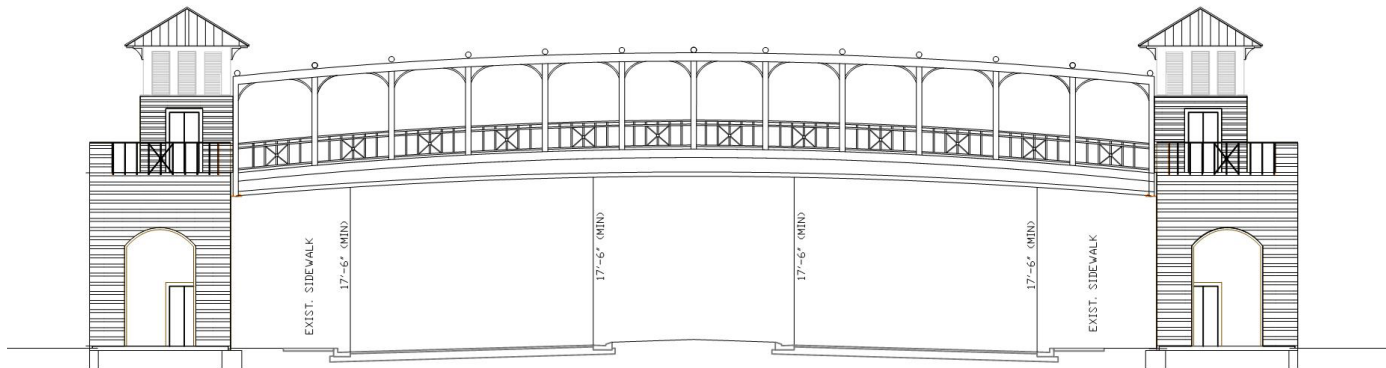
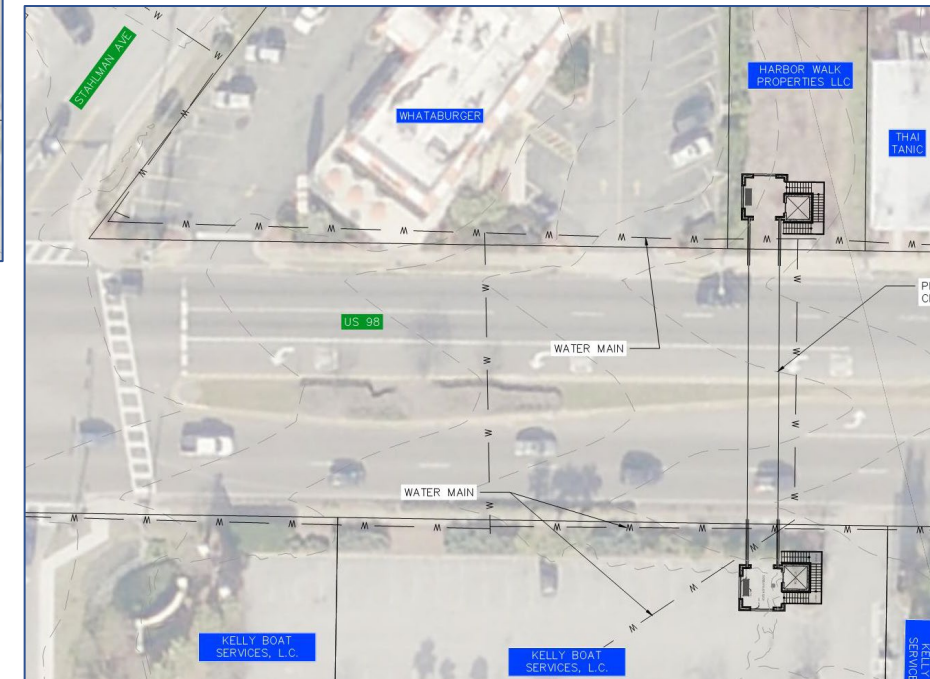
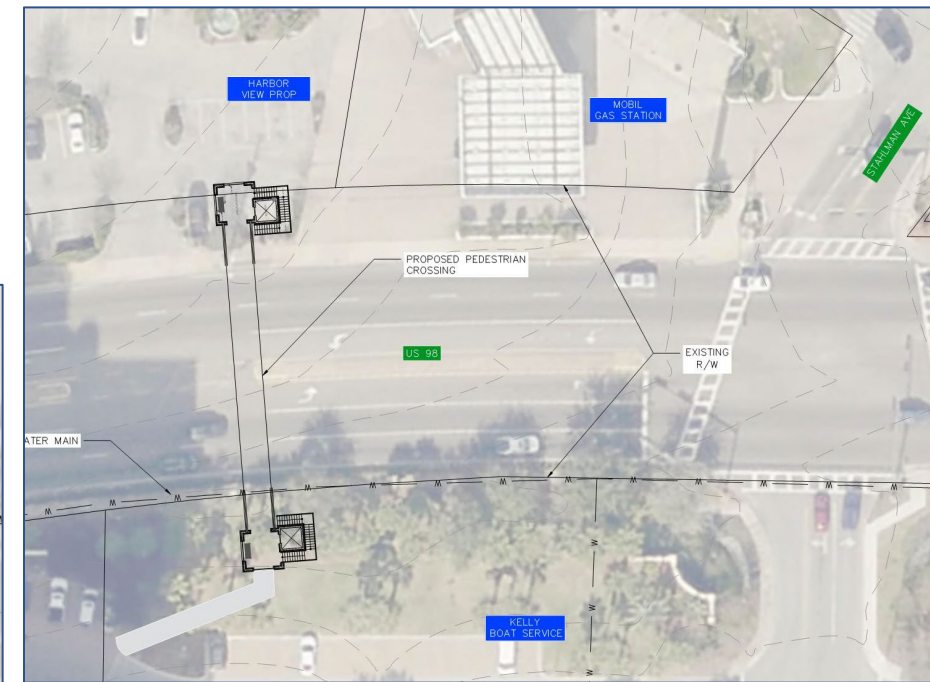
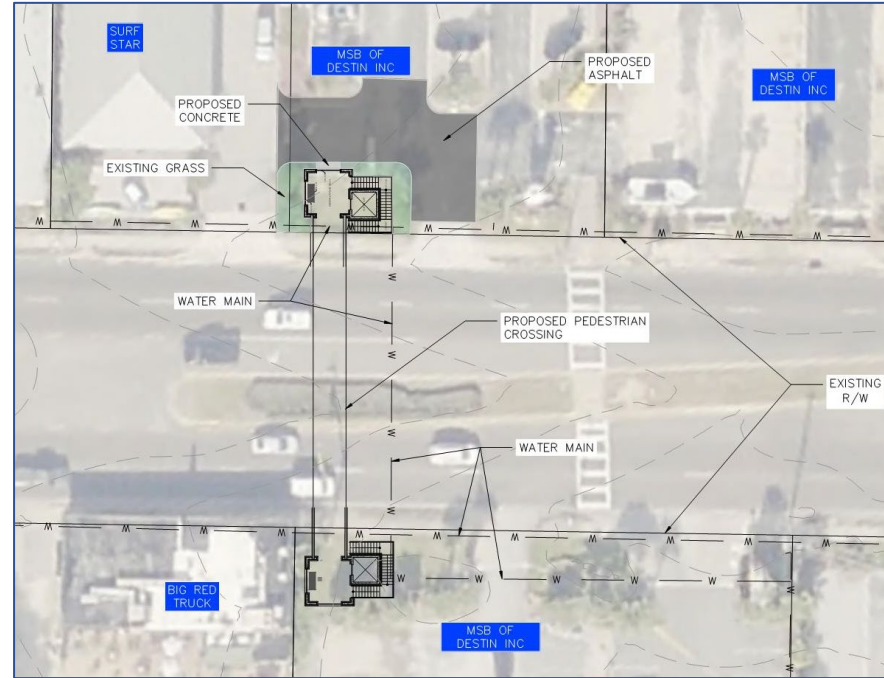
Intersection	Analysis Period	AM Peak Hour		PM Peak Hour		Weekend Peak	
		LOS	Delay (sec)	LOS	Delay (sec)	LOS	Delay (sec)
US 98 & Stahlman Ave	Existing	D	45.7	D	38.7	D	39.5
	Existing - Build	D	35.1	D	34.9	D	37.3
	YR 2025 - No Build	E	55.6	D	42.4	D	42.9
	YR 2025 - Build	D	39.7	D	38.3	D	39.7
	YR 2045 - No Build	F	117.3	F	101.3	F	85.3
	YR 2045 - Build	D	39.3	F	82.1	E	76.2



Stahlman Avenue Intersection Assessment

Pedestrian Overpass Alternative

- 11 vehicle/pedestrian accidents (6/16 to 7/20) in immediate US 98 corridor
- 10 accidents were in vicinity of Stahlman Ave. Intersection (2 fatalities)
- \$1.5M-\$2M Construction Cost (w/o ROW)



Stahlman Avenue Intersection Assessment Other Recommendations

- FDOT recommendations for turn lane addition (dedicated right, through and left turn on North and South Leg of intersection)
- Intersection reconstruction with realignment (Requires Whataburger acquisition and relocation of HarborWalk Village Drive Development Order Modification)
- Advanced Traffic Management System – Corridor Wide



Thank you and any
questions?

Destin City Council Meeting
September 21, 2020



VOLKERT



CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: September 21, 2020

TYPE OF AGENDA ITEM: City Manager Report

TO: City Council

THRU: Lance Johnson, City Manager
Webb Warren, Deputy City Manager
Kyle Bauman, City Attorney
Krystal Strickland, Finance Director
Joey Forgione, Code Compliance Manager

FROM: Lorraine Berish, Senior Administrative Coordinator

DATE: August 25, 2020

SUBJECT: Feline Friends/Feral Cat Services

I. BACKGROUND:

The City has traditionally contracted with Feline Friends of Destin to help control the feral cat population within the City for \$10,000 annually.

II. DISCUSSION: Feline Friends: A not-for-profit agency; feral cat control through feeding, trapping, neutering, tagging, and releasing; feral kitten and puppy adoption program (opposes euthanasia of feral animals).

- Service Area: Destin and Sandestin; 40 feeding stations in the Destin area to the Walton County line and 20 feeding stations in Sandestin.
- Funding: Contributions

The Feline Friends of Destin FY20 contract amount was \$10,000. This was the same amount that the City paid in FY17, FY18 and FY19.

Feline Friends has demonstrated concerns of being able to fulfill obligations associated with a FY21 contract due to limitations of volunteers. Staff would like to further discuss the issue with Feline Friends as well as look at any other potential options for feral cat control.

A. Link to Strategic Goals / Objectives: Strategic Plan 2020
Strategic Focus 2025: High quality of life and safety for residents

B. Effect on Budget (EOB):

0156272-534000 Animal Control Contracts	\$ 100,000	
FY21 Tentative Appropriation	\$ 100,000	
0156272-534000 Animal Control Contracts	48,975	
Previous Expenses/Encumbrances	48,975	*
Available Program Budget	51,025	
0156272-534000 Animal Control Contracts	10,000	
This Agreement	10,000	

FY 21 Remaining Program Budget \$ 41,025

*Previous encumbrances include PAWS \$45,975 and Emerald Coast Wildlife \$3k

C. Level of Service (LOS): Feline Friends has indicated that future service levels could be impacted due to limitations of staff and volunteers.

III. CONCLUSION: Animal control is an important service provided to the residents of Destin. Staff would like to have further discussions with feline friends as well as examine potential options for feral cat control and bring back to Council for consideration.

IV. RECOMMENDED MOTION: I move that staff examine options for feral cat control for Destin and bring back to Council for consideration.

OR

Do nothing

Attachments:
None

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: September 21, 2020

TYPE OF AGENDA ITEM: City Manager Report

TO: City Council

THRU: Webb Warren, Deputy City Manager
Krystal Strickland, Finance Director
Joey Forgione, Code Compliance Manager
Lance Johnson, City Manager

FROM: Lorraine Berish, Senior Administrative Coordinator

DATE: August 25, 2020

SUBJECT: Panhandle Animal Welfare -Animal Control Services Update

I. BACKGROUND:

Animal control services for the city have been provided by the Panhandle Animal Welfare Society (PAWS) for many years on a flat rate of \$45,975 per year plus \$75 each for weekend calls.

The 2020 approved contract approved by Resolution 19-14 is good for another 2 years (through September 30, 2022) from our previous renewal due to section 15 of the FY20 contract. For transparency and consistency purposes, staff wanted to bring forward this item for discussion purposes.

Other animal control contracts include Feline Friends of Destin to control the feral cat population within the City for \$10,000 per year, and the Emerald Coast Wildlife Refuge (ECWR) for \$3,000 per year to provide wildlife rehabilitation services. In addition, Okaloosa County TDC contracts with ECWR for routine turtle nest monitoring of all beaches in Okaloosa County.

II. DISCUSSION: The existing PAWS contract, authorized by Resolution 19-14, will continue to provide animal control services through FY22.

PAWS: A not-for-profit agency; permitted and licensed for domestic animal control activities (domestic animals are euthanized if not adopted, and feral animals are euthanized)

- Service Areas: Okaloosa County and its municipalities
- Funding Sources: Annual contracts with Okaloosa County and municipalities; contributions

The PAWS annual contract amount is \$45,975 (estimated at \$3.23 per capita). This is the identical amount that was paid in FY2016, FY2017, FY2018, FY2019 and FY2020. In addition, we pay \$75 per call for any weekend service that is required. This historically averages 12 weekend calls for service per year.

Staff has been analyzing the service levels and measurements current PAWS contract. It should be noted that some citizens and businesses have complained about a lack of responsiveness by PAWS during normal hours as well as after-hours.

The new executive director of PAWS recently requested the City increase funding levels from the current \$3.23 per capita to \$7.5 per capita by FY2023, as per the table below, to help them hire adequate staff to improve performance.

	Destin Estimated Rate Per Population	Capita	Annual Contract	% increase over FY2020 Rate
Current	14,247	\$ 3.23	\$ 45,975	
Requested for FY2021	14,247	\$ 5.50	\$ 78,359	70%
Requested for FY2022	14,250	\$ 6.50	\$ 92,625	101%
Requested for FY2023	14,250	\$ 7.50	\$ 106,875	132%

Staff met with Ms. Williams on 9.10.20 and to discuss concerns over past and existing service levels from PAWS for the City of Destin. Staff also expressed concerns of the quality of performance metrics received from PAWS. Ms. Williams took great time to explain some past systematic issues as well as recent corrections and additional proposed solutions to these concerns.

Staff is pleased to see many of the recommendations that Director Tracey Williams is providing to improve their levels of service for Destin in 2021. Staff was able to negotiate to continue the existing contract for PAWS to allow time to monitor performance improvements and to coordinate with our peer cities and Okaloosa County. We need time to analyze opportunities for future animal

control through partnerships, information sharing and improved performance metrics.

At anytime, if staff recommended to seek revisions to this contract, it would be brought before Council at a later date after more recent performance and costs are further evaluated.

A. Link to Strategic Goals / Objectives: Strategic Plan 2020:

Strategic Focus 2025 -

Financially sound city providing service value

High quality of life and safety for residents

B. Effect on Budget (EOB): Animal control contracts have historically been budgeted at \$60,000 per year. Additional funds were included in the FY2021 budget in anticipation of rising costs and rising citizen complaints about animal control issues.

The PAWS contract will be paid on a monthly basis upon receipt of monthly invoices and activity reports. The ECWR & Feline Friends contracts will be paid on a quarterly basis, upon receipt of invoices and performance reports.

0156272-534000 Animal Control Contracts	\$ 100,000
FY21 Tentative Appropriation	100,000
0156272-534000 Animal Control Contracts	13,000
Previous Expenses/Encumbrances	13,000*
Available Program Budget	87,000
0156272-534000 Animal Control Contracts	45,975
This Agreement	45,975
FY 21 Remaining Program Budget	\$ 41,025

*Feline Friends and Emerald Coast Wildlife contracts

C. Level of Service (LOS): The 2020 approved contract will provide continued and associated animal control services for the City through Sept 30, 2022. The City at any time can terminate this agreement with 30 days

written notice.

III. CONCLUSION: Animal control is an integral service provided to the residents of Destin. Staff would like to continue to work with the new PAWS director, peer cities and Okaloosa County, as well as Code Compliance staff to evaluate service levels and to create improved performance metrics for Council and staff. Staff would like to bring back a first quarter report for FY2021 for discussion at a February 2021 council meeting.

IV. RECOMMENDED MOTION: I move for staff to provide a FY2021 First Quarter Report to Council on the PAWS Contract no later than the last meeting in February 2021.

Attachments:

1. PAWS FY20 Contract
2. Resolution 19-14 PAWS Contract FY 2020
3. Service Reports Oct. 1, 2020-Aug. 31, 2020

CONTRACT FOR SERVICES

October 1, 2019 – September 30, 2020

THIS CONTRACT made and entered into this 1st day of October 2019 between the Panhandle Animal Welfare Society, Inc., (hereinafter referred to as “PAWS”) and CITY OF DESTIN, FLORIDA (hereinafter referred to as “DESTIN”).

Witness:

WHEREAS, the parties do agree that the purpose of this contract is to establish PAWS as the administrative and enforcement agency for any Okaloosa County Animal Control Ordinances, DESTIN Ordinances and applicable Florida statutes pertaining to animals;

NOW, THEREFORE, in consideration of the covenants and agreements herein contained, the parties hereto agree as follows:

1. DESTIN will pay the annual sum of \$45,975.00 by Fiscal Year to be disbursed in monthly payments of \$3,831.25. Such annual amounts are based on a per capita division of costs among local governments which contract for PAWS services. Payment shall be made upon receipt of a monthly statement submitted by PAWS to DESTIN.
2. Fees collected by PAWS pursuant to this contract shall be retained by PAWS to assist in offsetting the cost of animal control. In the event that impound fees collected by PAWS during the term of this Contract exceeds the total budget established by PAWS in any fiscal year for animal control, PAWS shall pay a portion of the excess collections based upon a per capita division among those local governments that contract for PAWS services during each fiscal year. PAWS agrees within one hundred eighty (180) days after the completion of each approved fiscal year of this contract to provide the City an audit of animal control income and expenses performed by an independent certified accountant.
3. PAWS shall not be responsible for the removal of dead animals on public property or public right of way. Dead animals on private property may be picked up for a fee as determined by PAWS, after the fee has been paid by the owner of the animal or the owner of the property.
4. PAWS will enforce all applicable Okaloosa County ordinances, DESTIN Ordinances and Florida statutes relating to animal control, including the following duties and responsibilities:
5. Provide appropriate equipped, certified Animal Control Officers during the normal business hours of 8:00A.M to 5:00 P.M. Monday through Friday to enforce the ordinances of Okaloosa County and Florida statutes. Operations will be via demand / response system which prioritize incoming animal control demands for services from citizens, and dispatches calls to Animal Control Offices in the field. Officers will respond to citizen request for assistance, and, when not actively engaged in answering dispatched calls, will perform routine patrolling of the service area.
6. Issue citations against and / or impound animals determined to be in violation of applicable Okaloosa County ordinances, DESTIN Ordinances and Florida statutes; manage the investigation and prosecution of cruelty, abuse, neglect and abandonment cases, including the designation and supervision of dogs classified pursuant to Florida’s “Dangerous Dog” statutes.

7. Provide adequate food, shelter and emergency care as necessary for all impounded animals and stray animals apprehended in the field of surrendered at the PAWS shelter until placed or otherwise humanely destroyed according to law.
8. Maintain suitable office hours at the PAWS animal shelter for the purpose of transacting business in connection with the duties under this contract, including, but not limited to, receiving stray or owner surrendered animals and handling transactions for the redemption or impounded and stray animals.
9. House each impounded and stray animal for the period of time specified by applicable Okaloosa County ordinances, DESTIN Ordinances and Florida statutes, and quarantine bite cases pursuant to a cooperative agreement with the County Health Department.
10. An Animal Control Officer will remain on-call after hours (Monday 8am – Saturday 8am) to respond to emergencies involving injured animals; vicious animals that have bitten or inflicted an injury on a person or other animal; cruelty cases; and other situations reasonably considered to constitute a physical threat to humans or animals. A fee of \$75.00 per call will be billed to the City for request for service from Saturday 8am to Monday 8am.
11. PAWS will maintain accurate and detailed records of all stray, impounded or owner released animals coming into its custody including dispositions; records of all bite cases and reports of investigations; and detailed financial records of all fines and impound fees. These records shall be open for inspection during normal business hours to persons designated by DESTIN to review them. In addition, PAWS shall provide to DESTIN a monthly animal control activity summary.
12. PAWS will initiate and maintain a program of public education concerning animal licensing requirements; animal related laws; and promoting responsible pet ownership.
13. PAWS will assist any DESTIN-designated agency or group of volunteers on special tasks, such as responding to dog packs, emergency management, and other animal-related situations. Requirements for such assistance will be communicated by DESTIN to PAWS in advance, either in writing or verbally, to permit rescheduling of work assignments.
14. As a matter of convenience to private citizens, PAWS may provide pet euthanasia service and disposal of remains, for a reasonable fee determined by PAWS.
15. This contract is for the performance period October 1, 2019 through September 30, 2020 and shall remain in force for a period of three years, contingent upon the annual appropriation by DESTIN of legally available funds for the purpose set forth in this Contract. DESTIN shall have the right to terminate this agreement in this absolute discretion at any time by giving the other party written notice at least 30 days prior to the effective termination date.
16. Venue: The location for litigating any and all claims, controversies, disputes, arising out of or relating to any part of this Agreement, or any breach hereof, shall be exclusively in Okaloosa County, Florida and nowhere else.

17. **Jury Trial Waiver: PAWS 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.**
18. Public Records. PAWS 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 PAWS 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.

IN WITNESS WHEREOF, the parties have hereunto executed this contract this 17th day of ~~September~~ October 2019.

Witness:
Jacqueline Benson

City of Destin

Dee Thompson
City Manager

Witness:
Ashley V. deStefano

Panhandle Animal Welfare Society

Dee Thompson
Executive Director

RESOLUTION 19-14

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DESTIN PROVIDING AUTHORITY FOR THE CITY MANAGER TO ENTER INTO A CONTRACT WITH THE PANHANDLE ANIMAL WELFARE SOCIETY (PAWS) FOR DOMESTIC ANIMAL CONTROL SERVICES WITHIN THE CITY OF DESTIN FOR FISCAL YEAR 2020; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, animal control is an integral service provided to the residents of Destin; and

WHEREAS, the Panhandle Animal Welfare Society (PAWS) is permitted and licensed to fulfill domestic animal control services for Okaloosa County and its municipalities based on a per capita division of cost among those local governments; and

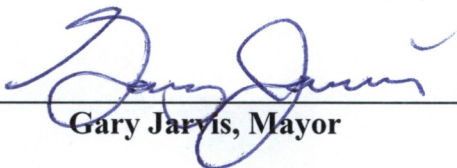
WHEREAS, the City has contracted with PAWS for many years to perform domestic animal control services with very satisfactory results; and

WHEREAS, the City determines it is in the best interest of its residents to continue PAWS domestic animal control services at the same costs as FY19.

NOW, THEREFORE BE IT RESOLVED by the City Council of the City of Destin that the City hereby provides authority for the City Manager to enter into a contract with the Panhandle Animal Welfare Society (PAWS) for Fiscal Year 2020 at the budgeted amount of \$45,975.00.

ADOPTED THIS 16th DAY OF SEPTEMBER 2019

By:



Gary Jarvis, Mayor

ATTEST:



Rey Bailey, City Clerk



Animal Services at PAWS
Animal Intake Totals for Destin
10/1/2019 to 10/31/2019

			2019		Total
			Oct	Total	
CAT	STRAY	OTC	3	3	3
		Total	3	3	3
	Total		3	3	3
DOG	STRAY	FIELD	1	1	1
		OTC	1	1	1
		Total	2	2	2
	Total		2	2	2
Total			5	5	5

Animal intakes between 10/1/2019 and 10/31/2019 for Destin

As of: 11/5/2019 10:49:58AM

STRAY

<u>intake</u>	<u>intake type</u>	<u>intake subtype</u>	<u>animal id</u>	<u>animal type</u>	<u>crossing</u>	<u>outcome type</u>	<u>outcome</u>	<u>Days here</u>
10/8/19	STRAY	OTC	A210063	CAT	EVERGREEN	TRANSFER	10/21/19	13
10/25/1	STRAY	OTC	A210336	CAT	KELLY ST	TRANSFER	10/31/19	6
10/25/1	STRAY	OTC	A210337	CAT	KELLY ST	TRANSFER	10/31/19	6
10/27/1	STRAY	FIELD	A210387	DOG	MAIN ST AND AIRPORT RD	RTO	10/28/19	1
10/26/1	STRAY	OTC	A210383	DOG	INDIAN TRL	TRANSFER	11/1/19	6
5.00								

LIST OF ACTIVITIES WITH COMPLETE DATE BETWEEN 10/1/2019 and 10/31/2019
(activities completed on weekends are highlighted in gray)

DESTIN

A19-013800-6		Type: STRAY/SICK	Priority: DAILY	Geo: S	Juris: DESTIN	Activity: 8/29/19 3:08 pm Completed: 10/2/19 12:43 pm
Activity Address:		413 BENNING DR				
Comment/Crossin		DESTIN FL 32541				
Caller: DIANE PETERSON		413 BENNING DR				
Qty. Result		DESTIN. FL 32541				
1 UTM		Qty. Result				
1 PH VM		0				
0		0				
A19-013800-7		Type: STRAY/SICK	Priority: DAILY	Geo: S	Juris: DESTIN	Activity: 8/29/19 3:08 pm Completed: 10/14/19 9:38 am
Activity Address:		413 BENNING DR				
Comment/Crossin		DESTIN FL 32541				
Caller: DIANE PETERSON		413 BENNING DR				
Qty. Result		DESTIN. FL 32541				
1 COMP		Qty. Result				
0		0				
0		0				
A19-014027-1		Type: OWNED/ROAM	Priority: DAILY	Geo: S	Juris: DESTIN	Activity: 10/11/19 9:31 am Completed: 10/14/19 9:37 am
Activity Address:		614 MIMOSA AV				
Comment/Crossin		DESTIN FL 32541				
Caller: JOANNE TUCKER		508 2ND AV				
Qty. Result		Qty. Result				
1 MC		0				
1 PI		0				
0		0				
A19-014082-1		Type: STRAY/ROAM	Priority: DAILY	Geo: S	Juris: DESTIN	Activity: 10/21/19 8:59 am Completed: 10/21/19 1:19 pm
Activity Address:		652 BEACH DR				
Comment/Crossin		DESTIN FL 32541				
Caller: CHALLIS S		SCARED LIL FRIENDLY NEEDS MEDICAL				
Qty. Result		Qty. Result				
1 PT AR		0				
1 UTL		0				
1 GOA		0				
A19-014089-1		Type: STRAY/ROAM	Priority: DAILY	Geo: S	Juris: DESTIN	Activity: 10/21/19 1:54 pm Completed: 10/21/19 4:09 pm
Activity Address:		CEDAR AV				
Comment/Crossin		DESTIN FL 32541				
Caller: AMBROSE A		2 SM BREED DOGS RUNNING CONSTANTLY ON CEDAR LIVE AT HOUSE WITH DANGER KEEP OUT ;				
Qty. Result		Qty. Result				
1 PT AR		0				
1 UTL		0				
1 GOA		0				

LIST OF ACTIVITIES WITH COMPLETE DATE BETWEEN 10/1/2019 and 10/31/2019
 (activities completed on weekends are highlighted in gray)

DESTIN

A19-014090-1 Type: OWNED/NEG Priority: DAILY Geo: S Juris: DESTIN
 Activity Address: 230 CEDAR AV DESTIN FL 32541
 Comment/Crossin PIT CHAINED TO BIRTC AT TRAILOR
 Caller: AMBROSE A
 Qty. Result Qty. Result
 1 PT AR 0
 1 UTL 0
 1 UNFND 0
 Activity: 10/21/19 1:55 pm
 Completed: 10/21/19 4:09 pm

A19-014146-1 Type: ASST/POLICE Priority: DAILY Geo: S Juris: DESTIN
 Activity Address: 107 STAHLMAN AV DESTIN FL 32541
 Comment/Crossin ANIMAL OWNER BEING MEDICALLY HOSPITALIZED DUE TO PSYCHOLOGY ISSUES. OCSO REQ PIC
 Caller: OFFICE SHERIFF
 Qty. Result Qty. Result
 1 MC 0
 1 IMPND 0
 1 NOTIC 0
 Activity: 10/27/19 4:20 pm
 Completed: 10/27/19 6:51 pm

A19-014147-1 Type: STRAY/CONF Priority: DAILY Geo: S Juris: DESTIN
 Activity Address: 247 MAIN ST DESTIN FL 32541
 Comment/Crossin GOOD SAMARITAN DROPPED OFF (1) DOG AT FACILITY THAT WAS ILLEGALLY TETHERED TO A
 Caller: CLINIC EMERGENCY 212 GOVERNMENT AV NICEVILLE. FL 32578
 Qty. Result Qty. Result
 1 MC 0
 1 IMPND 0
 0 0
 Activity: 10/27/19 6:06 pm
 Completed: 10/27/19 8:17 pm

Total Activities for DESTIN: 8

LIST OF ACTIVITIES WITH COMPLETE DATE BETWEEN 10/1/2019 and 10/31/2019
(activities completed on weekends are highlighted in gray)

Total Activities on today's report: 8

<u>intake d</u>	<u>intake type</u>	<u>intake subtype</u>	<u>animal id</u>	<u>animal type</u>	<u>outcome type</u>	<u>outcome</u>	<u>Days here</u>
10/8/19	STRAY	OTC	A210063	CAT	TRANSFER	10/21/19	13
10/25/19	STRAY	OTC	A210336	CAT	TRANSFER	10/31/19	6
10/25/19	STRAY	OTC	A210337	CAT	TRANSFER	10/31/19	6
10/26/19	STRAY	OTC	A210383	DOG	TRANSFER	11/1/19	6

**The above animals were transferred from the Animals Services contract with City of destin
to the Humane Services at PAWS by Tracy Saylor**

Animal Services at PAWS
Animal Intake Totals for Destin
11/1/2019 to 11/30/2019

			2019		Total
			Nov	Total	
CAT	STRAY	FIELD	8	8	8
		Total	8	8	8
	Total		8	8	8
DOG	STRAY	FIELD	1	1	1
		OTC	1	1	1
		Total	2	2	2
	Total		2	2	2
Total			10	10	10

Animal intakes between 11/1/2019 and 11/30/2019 for Destin

As of: 12/4/2019 8:52:19AM

STRAY

<u>intake</u>	<u>intake type</u>	<u>intake subtype</u>	<u>animal id</u>	<u>animal type</u>	<u>crossing</u>	<u>outcome type</u>	<u>outcome</u>	<u>Days here</u>
11/12/19	STRAY	FIELD	A210647	CAT	INDIAN BAYOU TRL	TRANSFER	11/18/19	6
11/12/19	STRAY	FIELD	A210648	CAT	INDIAN BAYOU TRL	TRANSFER	11/18/19	6
11/12/19	STRAY	FIELD	A210650	CAT	INDIAN BAYOU TRL	TRANSFER	11/18/19	6
11/12/19	STRAY	FIELD	A210651	CAT	INDIAN BAYOU TRL	TRANSFER	11/18/19	6
11/12/19	STRAY	FIELD	A210652	CAT	INDIAN BAYOU TRL	TRANSFER	11/18/19	6
11/12/19	STRAY	FIELD	A210653	CAT	INDIAN BAYOU TRL	TRANSFER	11/18/19	6
11/12/19	STRAY	FIELD	A210654	CAT	INDIAN BAYOU TRL	TRANSFER	11/18/19	6
11/21/19	STRAY	FIELD	A210783	CAT	418 SNAPPER DR			
11/21/19	STRAY	FIELD	A210785	DOG	AIRPORT VET	TRANSFER	12/3/19	12
11/27/19	STRAY	OTC	A210859	DOG	AIRPORT RD	RTO	11/29/19	2
10.00								

LIST OF ACTIVITIES WITH COMPLETE DATE BETWEEN 11/1/2019 and 11/30/2019
(activities completed on weekends are highlighted in gray)

DESTIN

A19-014154-1	Type: INV/WEL CK	Priority: DAILY	Geo: S	Juris: DESTIN	Activity: 10/28/19 10:30 am Completed: 11/4/19 4:26 pm
Activity Address: 1102 QUAIL CIR					
Comment/Crossin A W/LAB MIX MANGE; POSS INJURED WITNESSED RAL BY CALLER WHO REQ A WEL CK DUE TO					
Caller: GRANT SMILEY					
<u>Qty. Result</u>	<u>Qty. Result</u>				
1 MCO	0				
1 UNFND	0				
0	0				
A19-014228-1	Type: STRAY/ROAM	Priority: DAILY	Geo: C	Juris: DESTIN	Activity: 11/4/19 3:48 pm Completed: 11/4/19 4:34 pm
Activity Address: AZALEA DR					
Comment/Crossin GOLD HUSKY ROAM					
Caller: SENIOR OFFICER AMBROSE					
<u>Qty. Result</u>	<u>Qty. Result</u>				
0	0				
0	0				
0	0				
A19-014244-1	Type: OWNED/NEG	Priority: DAILY	Geo:	Juris: DESTIN	Activity: 11/5/19 2:32 pm Completed: 11/14/19 1:49 pm
Activity Address: 274 KETCH CT					
Comment/Crossin DOG TIED TO A LEASH 247					
Caller: GARY PITTMAN					
<u>Qty. Result</u>	<u>Qty. Result</u>				
1	0				
0	0				
0	0				
A19-014296-1	Type: OWNED/ROAM	Priority: DAILY	Geo:	Juris: DESTIN	Activity: 11/12/19 9:52 am Completed: 11/14/19 1:55 pm
Activity Address: 274 KETCH CT					
Comment/Crossin OWNER ALLOWS DOGS TO ROAM					
Caller: GARY PITTMAN					
<u>Qty. Result</u>	<u>Qty. Result</u>				
1	0				
0	0				
0	0				
A19-014299-1	Type: INV/WEL CK	Priority: DAILY	Geo:	Juris: DESTIN	Activity: 11/12/19 11:07 am Completed: 11/14/19 1:48 pm
Activity Address: 3861 INDIAN BAYOU TRL APT 103					
Comment/Crossin OWNERS FRNT DOOR WONT CLOSE, 5 KITTENS AND 3 ADULT CATS ARE COMMING OUT OF HOME					
Caller: KATELYN FERRELL					
<u>Qty. Result</u>	<u>Qty. Result</u>				
1	0				
0	0				
0	0				

LIST OF ACTIVITIES WITH COMPLETE DATE BETWEEN 11/1/2019 and 11/30/2019
(activities completed on weekends are highlighted in gray)

DESTIN

A19-014354-1	Type: STRAY/SICK	Priority: DAILY	Geo: DESTIN	Activity Address: QUAIL CIR Comment/Crossin WHITE LAB MIX INJURED Caller: MANDY M	Activity: 11/19/19 11:11 am Completed: 11/19/19 1:59 pm
	Quail CIR				
	Qty. Result				
	1 COMP				
	0				
	0				
A19-014358-1	Type: STRAY/TRAP	Priority: DAILY	Geo: DESTIN	Activity Address: 418 SNAPPER DR Comment/Crossin NEEDS TRAP FOR CAT THAT BIT CALLER. Caller: NICOLE JOHNSON	Activity: 11/20/19 9:04 am Completed: 11/22/19 9:27 am
	418 SNAPPER DR				
	Qty. Result				
	1 COMP				
	0				
	0				
A19-014369-1	Type: STRAY/TRAP	Priority: DAILY	Geo: DESTIN	Activity Address: 418 SNAPPER DR Comment/Crossin 1 CAT TRAPPED IN OUR TRAP IN BACK INSIDE SHED Caller: NATHAN HUNT	Activity: 11/21/19 9:17 am Completed: 11/22/19 9:27 am
	418 SNAPPER DR				
	Qty. Result				
	1 COMP				
	0				
	0				
A19-014371-1	Type: INV/WEL CK	Priority: DAILY	Geo: C DESTIN	Activity Address: 306 BARACUDA ST APT A Comment/Crossin OLD LADY HOARDING DIFF TYPE ANIMALS IN SMALL APT Caller: JENNIFER HART	Activity: 11/21/19 11:16 am Completed: 11/22/19 9:25 am
	306 BARACUDA ST APT A				
	2 CINDERELLA LN APT A				
	Qty. Result				
	1 COMP				
	0				
	0				
	0				
Total Activities for DESTIN: 9					

Animal Services at PAWS
Animal Intake Totals for Destin
12/1/2019 to 12/31/2019

			2019		Total
			Dec	Total	
CAT	STRAY	FIELD	1	1	1
		OTC	2	2	2
		Total	3	3	3
	Total		3	3	3
DOG	STRAY	OTC	1	1	1
		Total	1	1	1
	Total		1	1	1
Total			4	4	4

Animal intakes between 12/1/2019 and 12/31/2019 for Destin

As of: 1/3/2020 10:51:57AM

STRAY

<u>intake</u>	<u>intake type</u>	<u>intake subtype</u>	<u>animal id</u>	<u>animal type</u>	<u>crossing</u>	<u>outcome type</u>	<u>outcome</u>	<u>Days here</u>
12/16/1	STRAY	FIELD	A211084	CAT	THE TRACK - 1125 HIGHWAY 98 E	TRANSFER	12/23/19	7
12/9/19	STRAY	OTC	A210969	CAT	TWIN LAKES SUBDIVISION IN DESTIN	RTO	12/9/19	0
12/12/1	STRAY	OTC	A211030	CAT	137 SIBERT AVE	TRANSFER	12/18/19	6
12/28/1	STRAY	OTC	A211225	DOG	BENT ARROW			
4.00								

LIST OF ACTIVITIES WITH COMPLETE DATE BETWEEN 12/1/2019 and 12/31/2019
(activities completed on weekends are highlighted in gray)

DESTIN

A19-014352-2	Type: INV/WEL CK	Priority: DAILY	Geo: DESTIN	Activity: 11/19/19 10:05 am Completed: 12/5/19 12:00 am
Activity Address:	710 LEGION DRAPT L5	DESTIN FL		
Comment/Crossin	OWNER OF CATS IS POOR CAN'T FEED HERSELF MUCH LESS FEED THE CATS SHE HAS.			
Caller:				
Qty. Result	Qty. Result			
0	0			
0	0			
0	0			
A19-014382-2	Type: OWNED/ROAM	Priority: DAILY	Geo: DESTIN	Activity: 11/23/19 4:30 pm Completed: 12/10/19 12:00 am
Activity Address:	52 COUNTRY CLUB DR	SHALIMAR FL 32579		
Comment/Crossin	CATS AND DOGS FROM RESIDENCE ALWAYS RAL. ASKED TO KEEP UP WILL NOT COMPLY.			
Caller:	KELLY/DAVID TORRES	53 COUNTRY CLUB ST	SHALIMAR, FL 32579	
Qty. Result	Qty. Result			
0	0			
0	0			
0	0			
A19-014352-1	Type: INV/WEL CK	Priority: DAILY	Geo: DESTIN	Activity: 11/19/19 10:05 am Completed: 12/5/19 9:48 am
Activity Address:	710 LEGION DRAPT L5	DESTIN FL		
Comment/Crossin	OWNER OF CATS IS POOR CAN'T FEED HERSELF MUCH LESS FEED THE CATS SHE HAS.			
Caller:				
Qty. Result	Qty. Result			
1 MCO	0			
0	0			
0	0			
A19-014441-1	Type: INV/BITE	Priority: DAILY	Geo: DESTIN	Activity: 12/4/19 1:23 pm Completed: 12/10/19 1:22 pm
Activity Address:	551 SIBERT AV	DESTIN FL		
Comment/Crossin	DOG FROM 551 ATTACKED CALLERS DOG			
Caller:	MICHAEL FLEMMING	553 SIBERT AV		
Qty. Result	Qty. Result			
1 COMP	0			
0	0			
0	0			
A19-014455-1	Type: STRAY/CONF	Priority: DAILY	Geo: S DESTIN	Activity: 12/5/19 2:20 pm Completed: 12/5/19 2:35 pm
Activity Address:	900 AIRPORT RD	DESTIN FL 32541		
Comment/Crossin	STRAY DOG FOUND BY VET TECH @ THIS HOSPITAL FROM AZALEA AND OLEANDER PKY FWB			
Caller:	DESTIN AIRPORT VET	900 AIRPORT RD	DESTIN, FL 32541	
Qty. Result	Qty. Result			
1 IMPND	0			
0	0			
0	0			

LIST OF ACTIVITIES WITH COMPLETE DATE BETWEEN 12/1/2019 and 12/31/2019
 (activities completed on weekends are highlighted in gray)

DESTIN

A19-014505-1	Type: OWNED/AGGRS	Priority: DAILY	Geo: DESTIN	Activity: 12/13/19 1:56 pm
Activity Address: 99 CAYMAN CV				Completed: 12/30/19 10:29 am
Comment/Crossin DOGS FROM THE ADDRESS ALLOWED TO ROAM. ARE AGGRESSIVE.				
Caller: MEGHAN LANZOLA	131 CAYMAN CV			
Qty. Result	Qty. Result			
1 COMP	0			
0	0			
0	0			
A19-014577-1	Type: STRAY/ROAM	Priority: DAILY	Geo: DESTIN	Activity: 12/26/19 4:44 pm
Activity Address: 1229 QUAIL LAKE BVD				Completed: 12/30/19 10:06 am
Comment/Crossin GERM SHEP MIX KILLED HIS CHICKENS				
Caller: MICHEAL LOEPER	1229 QUAIL LAKE BVD			
Qty. Result	Qty. Result			
1 NOTIC	0			
0	0			
0	0			
A19-014587-1	Type: STRAY/CONF	Priority: DAILY	Geo: DESTIN	Activity: 12/27/19 11:03 am
Activity Address: 86 WOODWARD ST				Completed: 12/27/19 1:35 pm
Comment/Crossin STRAY PIT CONFINED				
Caller:				
Qty. Result	Qty. Result			
1 MC	0			
1 GOA	0			
0 PT AR	0			
Total Activities for DESTIN: 8				

LIST OF ACTIVITIES WITH COMPLETE DATE BETWEEN 12/1/2019 and 12/31/2019
(activities completed on weekends are highlighted in gray)

Total Activities on today's report: 8

<u>intake d</u>	<u>intake type</u>	<u>intake subtype</u>	<u>animal id</u>	<u>animal type</u>	<u>outcome type</u>	<u>outcome</u>	<u>Days here</u>
12/16/19	STRAY	FIELD	A211084	CAT	TRANSFER	12/23/19	7
12/12/19	STRAY	OTC	A211030	CAT	TRANSFER	12/18/19	6

The above animals were transferred from Animal Services Contract with the City of Destin to the Humane Society at PAWS by Tracy Saylor

Animal Services at PAWS
Animal Intake Totals for Destin
1/1/2020 to 1/31/2020

			2020		Total
			Jan	Total	
CAT	STRAY	FIELD	1	1	1
		OTC	1	1	1
		Total	2	2	2
	Total		2	2	2
DOG	STRAY	OTC	1	1	1
		Total	1	1	1
	Total		1	1	1
Total			3	3	3

Animal intakes between 1/1/2020 and 1/31/2020 for Destin

As of: 2/3/2020 11:22:03AM

STRAY

<u>intake</u>	<u>intake type</u>	<u>intake subtype</u>	<u>animal id</u>	<u>animal type</u>	<u>crossing</u>	<u>outcome type</u>	<u>outcome</u>	<u>Days here</u>
1/10/20	STRAY	FIELD	A211378	CAT	E CLINIC	TRANSFER	1/17/20	7
1/7/20	STRAY	OTC	A211340	CAT	BAY CT	TRANSFER	1/13/20	6
1/17/20	STRAY	OTC	A211498	DOG	SAILFISH DR	RTO	1/18/20	1
3.00								

LIST OF ACTIVITIES WITH COMPLETE DATE BETWEEN 1/1/2020 and 1/31/2020
(activities completed on weekends are highlighted in gray)

DESTIN

A19-014382-2		Type: OWNED/ROAM	Priority: DAILY	Geo:	Juris: DESTIN	Activity: 11/23/19 4:30 pm Completed: 1/23/20 10:10 am
Activity Address:		52 COUNTRY CLUB DR		SHALIMAR FL 32579		
Comment/Crossin		CATS AND DOGS FROM RESIDENCE ALWAYS RAL. ASKED TO KEEP UP WILL NOT COMPLY.				
Caller:		KELLY/DAVID TORRES	53 COUNTRY CLUB ST	SHALIMAR, FL 32579		
Qty.	Result	Qty.	Result			
1	EDUC	0				
0		0				
0		0				
A19-014576-2		Type: INV/NEG	Priority: DAILY	Geo:	Juris: DESTIN	Activity: 12/26/19 3:35 pm Completed: 1/23/20 10:02 am
Activity Address:		803 N LAKESIDE DR				
Comment/Crossin		SMALL DOG TIED TO CHAIR FOR HOURS ON A 2 TO 3 FT. ROPE				
Caller:						
Qty.	Result	Qty.	Result			
1	COMP	0				
0		0				
0		0				
A18-011177-30		Type: INV/FLWUP	Priority: DAILY	Geo: S	Juris: DESTIN	Activity: 1/12/18 12:34 pm Completed: 1/23/20 9:52 am
Activity Address:		617 MOUNTAIN DR		DESTIN FL 32541		
Comment/Crossin		CK DD SIGN				
Caller:		OFFICER THOMPSON	752 LOVEJOY RD	FT WALTON BEACH, FL 32548		
Qty.	Result	Qty.	Result			
1	COMP	0				
0		0				
0		0				
A19-014352-2		Type: INV/WEL CK	Priority: DAILY	Geo:	Juris: DESTIN	Activity: 11/19/19 10:05 am Completed: 1/23/20 10:07 am
Activity Address:		710 LEGION DRAPT L5		DESTIN FL		
Comment/Crossin		OWNER OF CATS IS POOR CAN'T FEED HERSELF MUCH LESS FEED THE CATS SHE HAS.				
Caller:						
Qty.	Result	Qty.	Result			
1	CANCL	0				
0		0				
0		0				
A19-014576-1		Type: INV/NEG	Priority: DAILY	Geo:	Juris: DESTIN	Activity: 12/26/19 3:35 pm Completed: 1/2/20 11:01 am
Activity Address:		803 N LAKESIDE DR				
Comment/Crossin		SMALL DOG TIED TO CHAIR FOR HOURS ON A 2 TO 3 FT. ROPE				
Caller:						
Qty.	Result	Qty.	Result			
1	FAIL	0				
0		0				
0		0				

LIST OF ACTIVITIES WITH COMPLETE DATE BETWEEN 1/1/2020 and 1/31/2020
(activities completed on weekends are highlighted in gray)

DESTIN

A20-014677-1 Type: STRAY/INJ Priority: DAILY Geo: Juris: DESTIN

Activity Address: 247 MAIN ST

Comment/Crossin STRAY CAT BROUGHT IN POSSIBLE HIT BY CAR. PICKED UP FROM ECLINIC

Activity: 1/10/20 11:05 am
 Completed: 1/10/20 11:07 am

Qty.	Result	Qty.	Result
1	IMPND	0	
0		0	
0		0	

A20-014696-1 Type: STRAY/ROAM Priority: DAILY Geo: Juris: DESTIN

Activity Address: 20 RUE D'ETRETAT DESTIN FL 32541

Comment/Crossin BLACK LAB FOLLOWED THEM HOME LAST NIGHT STILL THERE THIS MORNING

Activity: 1/14/20 9:00 am
 Completed: 1/14/20 12:22 pm

Caller: DOROTHY NEIGHBOR 20 RUE D'ETRETAT DESTIN. FL 32541

Qty.	Result	Qty.	Result
0	MC	0	
0	GOA	0	
0		0	

A19-014299-2 Type: INV/WEL CK Priority: DAILY Geo: Juris: DESTIN

Activity Address: 3861 INDIAN BAYOU TRL APT 103 DESTIN FL

Activity: 11/12/19 11:07 am
 Completed: 1/24/20 12:35 pm

Comment/Crossin OWNERS FRNT DOOR WONT CLOSE, 5 KITTENS AND 3 ADULT CATS ARE COMMING OUT OF HOME

Qty.	Result	Qty.	Result
1	IMPND	0	
0		0	
0		0	

Total Activities for DESTIN: 8

<u>intake_d</u>	<u>intake_type</u>	<u>intake_subtype</u>	<u>animal_id</u>	<u>animal_type</u>	<u>outcome_type</u>	<u>outcome</u>	<u>Days here</u>
1/10/20	STRAY	FIELD	A211378	CAT	TRANSFER	1/17/20	7
1/7/20	STRAY	OTC	A211340	CAT	TRANSFER	1/13/20	6

The above animals were transferred from the Animal Services contract with The City of Destin to the Humane Services at PAWS by Tracy Saylor

LIST OF ACTIVITIES WITH COMPLETE DATE BETWEEN 2/1/2020 and 2/29/2020
(activities completed on weekends are highlighted in gray)

DESTIN

A20-014809-1		Type: INV/BARK	Priority: DAILY	Geo: S	Juris: DESTIN	Activity: 2/1/20 1:46 pm Completed: 2/11/20 2:47 pm
Activity Address:		111 TRISTA TERRACE CT DESTIN FL 32541				
Comment/Crossin		MAIL BARK WARNING LETTER. COMPLAINANT PICKED UP BARK LOG ON 02/01/2020				
Caller: SAL SALAZ		109 TRISTA TERRACE CT DESTIN, FL 32541				
Qty.	Result	Qty.	Result			
1	BWM	0				
1	BFRMC	0				
0		0				
A20-014897-1		Type: INV/WEL CK	Priority: DAILY	Geo:	Juris: DESTIN	Activity: 2/12/20 11:03 am Completed: 2/24/20 9:21 am
Activity Address:		35 INDIAN BAYOU DR DESTIN FL				
Comment/Crossin		GSD DOG APPEARS TO BE MALNOURISHED AND PAIN THE OWNER DOES NOT TAKE IT TO THE VE				
Caller:						
Qty.	Result	Qty.	Result			
0	UTL	0				
0		0				
0		0				
A20-014953-1		Type: OWNED/ROAM	Priority: DAILY	Geo: S	Juris: DESTIN	Activity: 2/20/20 12:37 pm Completed: 2/24/20 9:18 am
Activity Address:		312 LIRIOPE LP DESTIN FL				
Comment/Crossin		DOG FROM THIS ADDRESS IS RALAGAIN. CALLER SUBMITTED NOTARIZED STATEMENT FORM AN				
Caller: JERRY BOJANOVSKY		308 LIRIOPE LP				
Qty.	Result	Qty.	Result			
0	EDUC	0				
0		0				
0		0				
A20-015007-1		Type: STRAY/INJ	Priority: DAILY	Geo:	Juris: DESTIN	Activity: 2/26/20 9:14 am Completed: 2/26/20 12:44 pm
Activity Address:		3861 INDIAN TRL DESTIN FL				
Comment/Crossin		INJ CAT CONF				
Caller: REBECCA CONNERS		3861 INDIAN TRL				
Qty.	Result	Qty.	Result			
0	GOA	0				
0		0				
0		0				
A20-015012-1		Type: OWNED/AGGRS	Priority: DAILY	Geo: S	Juris: DESTIN	Activity: 2/26/20 11:22 am Completed: 2/29/20 1:38 pm
Activity Address:		305 HOLLY ST DESTIN FL				
Comment/Crossin		GSD FROM 305 CAME RAN OVER AND CHARGED CALLER WITH HAIR RESIDENCE GROWLING AGG				
Caller: MARGRET NASH		307 HOLLY ST				
Qty.	Result	Qty.	Result			
0	LOW	0				
0		0				
0		0				

Animal Services at PAWS
Animal Intake Totals for DESTIN
2/1/2020 to 2/29/2020

			2020		Total
			Feb	Total	
CAT	STRAY	OTC	1	1	1
		Total	1	1	1
	Total		1	1	1
Total			1	1	1

CAT / STRAY / OTC
A211689

Animal intakes between 2/1/2020 and 2/29/2020 for DESTIN

As of: 4/6/2020 2:31:11PM
STRAY

<u>intake</u>	<u>intake type</u>	<u>intake subtype</u>	<u>animal id</u>	<u>animal type</u>	<u>crossing</u>	<u>outcome type</u>	<u>outcome</u>	<u>Days here</u>
2/1/20	STRAY	OTC	A211689	CAT	LEGION DR	TRANSFER	2/7/20	6
1.00								

LIST OF ACTIVITIES WITH COMPLETE DATE BETWEEN 2/1/2020 and 2/29/2020
(activities completed on weekends are highlighted in gray)

Total Activities for DESTIN: 5

LIST OF ACTIVITIES WITH COMPLETE DATE BETWEEN 2/1/2020 and 2/29/2020
(activities completed on weekends are highlighted in gray)

Total Activities on today's report: 5

Animal Services at PAWS
Animal Intake Totals for destin
3/1/2020 to 3/31/2020

			2020		Total
			Mar	Total	
DOG	STRAY	FIELD	2	2	2
		OTC	2	2	2
		Total	4	4	4
	Total		4	4	4
Total			4	4	4

DOG / STRAY / FIELD

A212048

A212364

DOG / STRAY / OTC

A212397

A212024

Animal intakes between 3/1/2020 and 3/31/2020 for destin

As of:4/6/2020 9:24:27AM

STRAY

<u>intake</u>	<u>intake type</u>	<u>intake subtype</u>	<u>animal id</u>	<u>animal type</u>	<u>crossing</u>	<u>outcome type</u>	<u>outcome</u>	<u>Days here</u>
3/2/20	STRAY	FIELD	A212048	DOG	AIRPORT VET	RTO	3/5/20	3
3/23/20	STRAY	FIELD	A212364	DOG	COMMONS DR BY THE ART CENTER			
3/1/20	STRAY	OTC	A212024	DOG	CLIPPER COVE	RTO	3/4/20	3
3/28/20	STRAY	OTC	A212397	DOG	HARBOR LN	RTO	3/30/20	2
4.00								

LIST OF ACTIVITIES WITH COMPLETE DATE BETWEEN 3/1/2020 and 3/31/2020
(activities completed on weekends are highlighted in gray)

DESTIN

A20-015051-1 Type: STRAY/CONF Priority: DAILY Geo: S Juris: DESTIN Activity: 3/2/20 12:04 pm
 Activity Address: 900 AIRPORT RD Completed: 3/2/20 2:05 pm
Comment/Crossin P/U DOG
 Caller: DESTIN AIRPORT VET
Qty. Result 900 AIRPORT RD DESTIN, FL 32541
 1 IMPND 0
 0 0
 0 0

A20-015171-1 Type: ASST/OTHER Priority: DAILY Geo: S Juris: DESTIN Activity: 3/17/20 10:09 am
 Activity Address: 247 MAIN ST Completed: 3/17/20 2:40 pm
Comment/Crossin ASST SO RETURNING CAT TO DESTIN EMERGENCY VET FOR CREMATION. NO WITNESS AVAILABL
 Caller: BRETT ALLIGOOD
Qty. Result
 1 COMP 0
 0 0
 0 0

A20-015178-1 Type: INV/BITE Priority: DAILY Geo: Juris: DESTIN Activity: 3/19/20 9:42 am
 Activity Address: 840 CANNON LN Completed: 3/19/20 4:00 pm
Comment/Crossin DOG BIT CALLER BUT DIDNT LEAVE PUNCTURE WOUND. SKINNED WAS SCRAPPED.
 Caller: ROGER GRELE
Qty. Result
 1 PI 0
 1 MC 0
 0 0

A20-015190-1 Type: STRAY/ROAM Priority: DAILY Geo: Juris: DESTIN Activity: 3/21/20 1:02 pm
 Activity Address: 4323 COMMONS DR Completed: 3/21/20 2:00 pm
Comment/Crossin 2 BEAGLE MIXES ROAMING THE FIELD BY THE ARTS CENTER WHERE THEY HAVE THE CONCERTS
 Caller: SUMMER UNK
Qty. Result
 1 IMPND 0
 0 0
 0 0

A20-015197-1 Type: STRAY/ROAM Priority: DAILY Geo: Juris: DESTIN Activity: 3/23/20 1:14 pm
 Activity Address: 4323 COMMONS DR Completed: 3/23/20 1:49 pm
Comment/Crossin 2 POSSIBLY BEAGLES SEEN HANGING AROUND THE MATTIE KELLY ARTS FOUNDATION
 Caller: DEB UNKN
Qty. Result
 0 0
 0 0
 0 0

LIST OF ACTIVITIES WITH COMPLETE DATE BETWEEN 3/1/2020 and 3/31/2020
(activities completed on weekends are highlighted in gray)

DESTIN

A20-015237-1		Type: INV/BITE	Priority: DAILY	Geo:	Juris: DESTIN	
Activity Address:		734 LEGION DR APT 1	DESTIN			Activity: 3/31/20 8:00 am
Comment/Crossin		DOG FROM THIS ADDRESS ATTACKED A LADIES DOG YESTERDAY VICTIM LIVES AT 734 LEGION				
Caller: JANET AIKMAN		734 LEGION DR APT 1				Completed: 3/31/20 1:55 pm
<u>Qty. Result</u>						
1	MC	0				
1	STLC	0				
0		0				
A20-015237-2		Type: INV/BITE	Priority: DAILY	Geo:	Juris: DESTIN	
Activity Address:		319 SPRING LN	DESTIN			Activity: 3/29/20 12:00 am
Comment/Crossin		DOG FROM THIS ADDRESS ATTACKED A LADIES DOG YESTERDAY VICTIM LIVES AT 734 LEGION				
Caller: JANET AIKMAN		734 LEGION DR APT 1				Completed: 3/31/20 2:35 pm
<u>Qty. Result</u>						
1	MCO	0				
1	MC	0				
0		0				
Total Activities for DESTIN: 7						

DESTIN

A20-015320-1 Type: INV/BARK Priority: DAILY Geo: S Jurs: DESTIN

Activity Address: 337 SAILFISH CIR DESTIN FL 32541

Comment/Crossin DOGS BARKING CONSTANTLY

Caller: CAROLYN SHIMIDT 335 SAILFISH CIR

Qty.	Result
1	BWM
0	0
0	0
0	0

Activity: 4/24/20 8:51 am
Completed: 4/24/20 10:06 am

A20-015295-1	Type: INV/WEL CK	Priority: DAILY	Geo: S	Juris: DESTIN	Activity: 4/16/20 3:30 pm
Activity Address:	485 GULF SHORE DR APT 203	DESTIN FL 32541			Completed: 4/16/20 4:25 pm
Comment/Crossin 4 DOGS IN HOUSE WITH PEOPLE WHEN NO ONE LIVES THERE AND NO WATER OR POWER TO TH					
Caller: DAVID MITCHELL					
Qty. Result		Qty. Result			
1 MCO		0			
1 UNFND		0			
0		0			

AZ00-015309-1	Type: INV/BITE	Priority: DAILY	Geo: S	Juris: DESTIN	
Activity Address:	955 AIRPORT RD APT 14-1411	DESTIN FL 32541			
Comment/Crossin	WAS BITTEN BY NEIGHBORS DOG				
Caller: KATHY WEEKS					
Qty. Result	955 AIRPORT RD APT 1411				
1 MC	0				
0	0				
0	0				

A20-015309-2		Type: INV/BITE	Priority: DAILY	Geo: S	Juris: DESTIN	
Activity Address: 955 AIRPORT RD APT 13-1313		DESTIN FL 32541				
Comment/Crossin WAS BITTEN BY NEIGHBORS DOG						
Caller: KATHY WEEKS						
Qty.	Result	955 AIRPORT RD APT 1411				
1	MCO	0				
1	WARNW	0				
0		0				
				Activity: 4/21/20 2:13 pm		
				Completed: 4/21/20 3:15 pm		

Total Activities for DESTIN: 4

LIST OF ACTIVITIES WITH COMPLETE DATE BETWEEN 4/1/2020 and 4/30/2020
(activities completed on weekends are highlighted in gray)

Total Activities on today's report: 4

LIST OF ACTIVITIES WITH COMPLETE DATE BETWEEN 5/1/2020 and 5/31/2020
(activities completed on weekends are highlighted in gray)

DESTIN

A20-015358-1	Type: ASST/POLICE	Priority: DAILY	Geo:	Juris: DESTIN	Activity: 5/2/20 8:58 am
Activity Address:	4495 LUKE AV	DESTIN FL			Completed: 5/2/20 11:00 am
Comment/Crossin	1 DOG FOR PICKUP AT CRIME SCENE				
Caller: SHERIFF DEPT					
Qty. Result	50 2ND ST				
1	IMPND				
0	0				
0	0				
0	0				

A20-015388-1	Type: STRAY/ROOM	Priority: DAILY	Geo: S	Juris: DESTIN	Activity: 5/7/20 10:37 am
Activity Address:	1107 BAY CT	DESTIN FL 32541			Completed: 5/7/20 12:05 pm
Comment/Crossin	GREY GREYHOUND WONDERING AROUND CALLER'S ADDRESS				
Caller: JUDY KELLY					
Qty. Result	1107 BAY CT				
1	GOA				
1	MCO				
0	0				

A20-015394-1	Type: OWNED/DISTRESS	Priority: DAILY	Geo:	Juris: DESTIN	Activity: 5/7/20 4:02 pm
Activity Address:	3500 SCENIC HWY 98	DESTIN FL 32541			Completed: 5/7/20 4:18 pm
Comment/Crossin	DOG LOCKED IN BURGUNDY HONDA PILOT CAQ2645. ACROSS FROM BATHROOM/PAVILION. CALL				
Caller: SHERIFFS OFFICE					
Qty. Result	STAHLMAN AV				
0	CANCL				
0	0				
0	0				
0	0				

A20-015534-1	Type: INV/BITE	Priority: DAILY	Geo:	Juris: DESTIN	Activity: 5/8/20 10:40 am
Activity Address:	146 DURANGO CT	DESTIN FL			Completed: 5/26/20 2:37 pm
Comment/Crossin	2 DOGS FROM THIS ADDRESS ATTACKED CALLERS DOG. TREATED AT DESTIN ANIMAL CLINIC F				
Caller: SHANE HUIET					
Qty. Result	191 DURANGO CT				
0	PI				
0	0				
0	0				
0	0				

A20-015406-1	Type: INV/BITE	Priority: DAILY	Geo:	Juris: DESTIN	Activity: 4/26/20 12:00 am
Activity Address:	288 B HARBOR BVD				Completed: 5/15/20 8:10 am
Comment/Crossin	SON WAS BIT BY DOG IN FACE AT RESTERAUNT, OFFENDING ANIMAL OWNER GOA, NO INFO.				
Caller: PARKER AIDEN					
Qty. Result					
0	GOA				
0	0				
0	0				
0	0				

LIST OF ACTIVITIES WITH COMPLETE DATE BETWEEN 5/1/2020 and 5/31/2020
(activities completed on weekends are highlighted in gray)

DESTIN

A20-015414-1 Type: INV/NEG

Priority: DAILY

Geo:

Juris: DESTIN

Activity Address: 13 COURT DR APT 13

DESTIN FL

Comment/Crossin 2 DOGS KENNELED NO WATER IN SUN

Activity: 5/11/20 10:06 am
 Completed: 5/11/20 12:05 pm

Caller: MIKE MIKE

Qty. Result

1 MC 0
 1 MCO 0
 1 RLSD 0

A20-015429-1 Type: OWNED/ROAM

Priority: DAILY

Geo:

Juris: DESTIN

Activity Address: 445 GULF SHORE DR APT 12

DESTIN FL 32541

Comment/Crossin DOG FROM THIS ADDRESS IS LET ROAM AND DEFECCATE ON NEIGHBORS PROPERTIES. PLEASE E

Activity: 5/12/20 1:00 pm
 Completed: 5/12/20 2:55 pm

Caller: BJ BROWNELL

Qty. Result

1 EDUC 0
 1 UNFND 0
 0

A20-015455-1 Type: STRAY/CONF

Priority: DAILY

Geo: S

Juris: DESTIN

Activity Address: 315 SPANISH MOSS TRL

DESTIN FL 32541

Comment/Crossin CAT CONFINED IN GARAGE, POSSIBLY HAS MANGE

DESTIN. FL 32541

Activity: 5/14/20 9:02 am
 Completed: 5/14/20 2:27 pm

Caller: ALLY COULLOU

Qty. Result

1 IMPND 0
 0
 0

A20-015476-1 Type: OWNED/ROAM

Priority: DAILY

Geo:

Juris: DESTIN

Activity Address: 240 NAUTICA WY

DESTIN FL

Comment/Crossin 8 CATS ROAMING INSIDE AND OUT OF NEIGHBORS HOME

Activity: 5/18/20 9:14 am
 Completed: 5/24/20 1:08 pm

Caller: ROBERT WEILAND

Qty. Result

0 EDUC 0
 0
 0

A20-015483-1 Type: STRAY/ROAM

Priority: DAILY

Geo:

Juris: DESTIN

Activity Address: 68 INDIAN BAYOU DR

DESTIN FL 32541

Comment/Crossin STRAY MANGEY/BLOODY LOOKING DOG LAST SEEN ON HIS PORCH THIS MORNING

Activity: 5/18/20 1:46 pm
 Completed: 5/19/20 1:56 pm

Caller: WHITNEY DAVIS

Qty. Result

0 GOA 0
 0
 0

LIST OF ACTIVITIES WITH COMPLETE DATE BETWEEN 5/1/2020 and 5/31/2020
(activities completed on weekends are highlighted in gray)

DESTIN

A20-015495-1	Type: STRAY/ROAM	Priority: DAILY	Geo: S	Juris: DESTIN	Activity: 5/19/20 11:43 am Completed: 5/19/20 1:39 pm
Activity Address: POMPAHO/WY 98 DR					
Comment/Crossin DOG RUNNING OUT INTO TRAFIC CONTINUOUSLY					
Caller: RYAN SHAPIRO					
Qty. Result	Qty. Result				
0 RTO	0				
0	0				
0	0				
A20-015500-1	Type: STRAY/INJ	Priority: DAILY	Geo: S	Juris: DESTIN	Activity: 5/19/20 3:50 pm Completed: 5/19/20 6:50 pm
Activity Address: 1001 AIRPORT RD					
Comment/Crossin STRAY INJURED DOG ON THE FLIGHTLINE					
Caller: MIKE STUBBLEFIELD					
Qty. Result	Qty. Result				
1 IMPND	0				
0	0				
0	0				
A20-015507-1	Type: STRAY/CONF	Priority: DAILY	Geo: S	Juris: DESTIN	Activity: 5/20/20 10:21 am Completed: 5/21/20 8:42 am
Activity Address: 1131 BAY CT					
Comment/Crossin WHITE GERMAN SHEP CONF					
Caller: COURTNEY BALL					
Qty. Result	Qty. Result				
0 GOA	0				
0	0				
0	0				
A20-015523-1	Type: STRAY/OPNYD	Priority: DAILY	Geo: S	Juris: DESTIN	Activity: 5/21/20 3:28 pm Completed: 5/21/20 4:25 pm
Activity Address: 501 MOUNTAIN DR					
Comment/Crossin STRAY BABY KITTENS LIVING IN BOAT INSIDE LIFE JACKET					
Caller:					
Qty. Result	Qty. Result				
4 IMPND	0				
0	0				
0	0				
Total Activities for DESTIN: 14					

EUTHANASIA TOTAL

5/1/2020 - 5/31/2020

FT WALTON BEACH Total: 7

CAT 7

REASON	INTAKE TOTAL	ID	KENNEL	BREED	YRS/MO	SEX	BY	WEIGHT	DOSE	Dose 2	Euth Date	Days In Shelter
MEDICAL	1	A212711	LH HOLDING	DOMESTIC SH	0 / 2	U	AW				5/8/2020	3
MEDICAL	1	A212931	CAT ROOM	DOMESTIC SH	/	F	TK				5/25/2020	6
OWNER REQ	1	A212993	CAT ROOM	DOMESTIC SH	/	U	TS				5/27/2020	4
MEDICAL	1	A213064	LH HOLDING	DOMESTIC SH	0 / 2	M	AW				5/28/2020	1
BITES	1	A212748	LH HOLDING	DOMESTIC SH	1 / 1	U	TS				5/29/2020	21
BEHAV OBS	1	A212828	LH HOLDING	DOMESTIC SH	1 / 1	F	AW				5/29/2020	17
BEHAV OBS	1	A212925	LH HOLDING	DOMESTIC SH	2 / 1	U	AW				5/29/2020	10

Average CC's per CAT :

Average wieght per CAT :

EUTHANASIA TOTAL

5/1/2020 - 5/31/2020

NICEVILLE Total: 2

CAT 2

REASON	INTAKE TOTAL	ID	KENNEL	BREED	YRS/MO	SEX	BY	WEIGHT	DOSE	Dose 2	Euth Date	Days In Shelter
FERAL	1	A213152	CAT ROOM	DOMESTIC SH	/	F	TS				5/29/2020	6
FERAL	1	A212709	CAT ROOM	DOMESTIC SH	/	F	TS				5/4/2020	6

Average CC's per CAT :

Average wieght per CAT :

EUTHANASIA TOTAL

5/1/2020 - 5/31/2020

OKALOOSA CO Total: 1

CAT 1

REASON	INTAKE TOTAL	ID	KENNEL	BREED	YRS/MO	SEX	BY	WEIGHT	DOSE	Dose 2	Euth Date	Days In Shelter
MEDICAL	1	A213213	CLINIC BIG	DOMESTIC MH	/	U	VM				5/29/2020	0

Average CC's per CAT :

Average wieght per CAT :

EUTHANASIA TOTAL

5/1/2020 - 5/31/2020

Animals euthanized	10
--------------------	----

Animal Services at PAWS
Animal Intake Totals for destin
6/1/2020 to 6/30/2020

			2020		Total
			Jun	Total	
CAT	STRAY	FIELD	1	1	1
		OTC	6	6	6
		Total	7	7	7
	Total		7	7	7
DOG	STRAY	FIELD	1	1	1
		OTC	4	4	4
		Total	5	5	5
	Total		5	5	5
Total			12	12	12

LIST OF ACTIVITIES WITH COMPLETE DATE BETWEEN 6/1/2020 and 6/30/2020
(activities completed on weekends are highlighted in gray)

DESTIN

A20-015710-2 Type: INV/BITE Priority: DAILY Geo: Juris: DESTIN Activity: 6/24/20 9:42 am
 Activity Address: 146 DURANGO CT DESTIN FL Completed: 6/24/20 12:00 am
Comment/Crossin DOGS FROM 146 BIT CALLERS DOG.
 Caller: MIKE PORTER
Qty. Result
 0 0
 0 0
 0 0

A20-015562-1 Type: STRAY/AGGRS Priority: DAILY Geo: S Juris: DESTIN Activity: 5/31/20 3:22 pm
 Activity Address: 304 HOLLY ST DESTIN FL Completed: 6/2/20 3:36 pm
Comment/Crossin ON GOING PROBLEM WITH DOGS DIRECTLY ACROSS THE STREET RUNNING LOSE AND BARKING
 Caller: MARIA MORAN
Qty. Result
 0 0
 0 0
 0 0

A20-015594-1 Type: STRAY/CONF Priority: DAILY Geo: S Juris: DESTIN Activity: 6/4/20 9:03 am
 Activity Address: 900 AIRPORT RD DESTIN FL 32541 Completed: 6/4/20 3:49 pm
Comment/Crossin CONFINED STRAY PUP AT AIRPORT VET AROUND 5 MONTHS OLD
 Caller: AIRPORT VET
Qty. Result
 1 IMPND 0
 0 0
 0 0

A20-015595-1 Type: STRAY/CONF Priority: DAILY Geo: Juris: DESTIN Activity: 6/4/20 9:07 am
 Activity Address: 4463 CLIPPER COVE DESTIN FL Completed: 6/4/20 3:49 pm
Comment/Crossin STRAY OLDER PIT CONFINED
 Caller: Qty. Result
 0 CANCL 0
 0 0
 0 0

A20-015596-1 Type: INV/BITE Priority: DAILY Geo: Juris: DESTIN Activity: 6/3/20 12:00 am
 Activity Address: 485 GULF SHORE DR APT 203 Activity: 6/3/20 12:00 am
Comment/Crossin LADY WAS WALKING HER LEASHED DOGS WHEN 3 DOGS THAT WERE ROAMING OFF LEASHED TI
 Caller: UNKNOWN UNKNOWN 485 GULF SHORE DR APT 302 Completed: 6/4/20 3:18 pm
Qty. Result
 1 PI 0
 0 0
 0 0

LIST OF ACTIVITIES WITH COMPLETE DATE BETWEEN 6/1/2020 and 6/30/2020
(activities completed on weekends are highlighted in gray)

DESTIN

A20-015631-1 Type: STRAY/CONF Priority: DAILY Geo: Juris: DESTIN
 Activity Address: 800 MARS ST DESTIN FL 32541
Comment/Crossin COMMENTED KITTEN AT THIS ADDRESS Activity: 6/8/20 12:00 pm
 Caller: BRIAN SQUIRE Completed: 6/8/20 3:11 pm
Qty. Result 800 MARS ST
 1 IMPND 0
 0
 0

A20-015638-1 Type: OWNED/DISTRESS Priority: DAILY Geo: Juris: DESTIN
 Activity Address: 875 HARBOR BVD DESTIN FL
Comment/Crossin BLKWHT DOG LOCKED IN CREAM JEEP W/ ORANGE YOLO BOARD FOR 45 MINS Activity: 6/10/20 12:17 pm
 Caller: Completed: 6/10/20 12:00 am
Qty. Result
 0 GOA 0
 0
 0

A20-015666-2 Type: INV/WEL CK Priority: DAILY Geo: Juris: DESTIN
 Activity Address: 3818 INDIAN TRL DESTIN FL
Comment/Crossin DOGS LEFT OUTSIDE 24/7. BARK FROM BEFORE DAYLIGHT TO DARK NONSTOP. REQUESTING WE Activity: 6/16/20 1:02 pm
 Caller: LARRY BLYTHE Completed: 6/16/20 12:00 am
Qty. Result
 0 EDUC 0
 0
 0

A20-015677-1 Type: INV/WEL CK Priority: DAILY Geo: Juris: DESTIN
 Activity Address: 3695 SCENIC HWY 98 APT 1003 DESTIN FL
Comment/Crossin 2 GERMS LOCKED IN KENNEL 24/7 IN A CRATE Activity: 6/17/20 1:15 pm
 Caller: Completed: 6/17/20 12:00 am
Qty. Result
 0 GOA 0
 0
 0

A20-015679-1 Type: INV/BITE Priority: DAILY Geo: Juris: DESTIN
 Activity Address: 4141 COMMONS DR APT 4418 DESTIN FL
Comment/Crossin DOG BIT CALLERS HUSBAND. LIVES IN CALLERS BUILDING Activity: 6/18/20 9:59 am
 Caller: JANET EDBROOKE Completed: 6/18/20 12:00 am
Qty. Result 4141 COMMONS DR APT 4418
 0 EDUC 0
 0
 0

LIST OF ACTIVITIES WITH COMPLETE DATE BETWEEN 6/1/2020 and 6/30/2020
(activities completed on weekends are highlighted in gray)

DESTIN

A20-015710-1	Type: INV/BITE	Priority: DAILY	Geo:	Juris: DESTIN	Activity: 6/24/20 9:42 am
Activity Address: 146 DURANGO CT					Completed: 6/24/20 12:50 pm
Comment/Crossin DOGS FROM 146 BIT CALLERS DOG.					
Caller: MIKE PORTER					
<u>Qty. Result</u>	<u>Qty. Result</u>				
2 PI	0				
0	0				
0	0				
A20-015724-1	Type: INV/WEL CK	Priority: DAILY	Geo:	Juris: DESTIN	Activity: 6/29/20 9:21 am
Activity Address: 485 GULF SHORE DR					Completed: 6/26/20 12:00 am
Comment/Crossin CALL CAME OVER E-PHONE. A PIT AND A SMALLER DOG LOCKED IN GREY YUKON OVERNIGHT					
Caller: ANONYMOUS ANONYMOUS					
<u>Qty. Result</u>	<u>Qty. Result</u>				
0 GOA	0				
0	0				
0	0				
Total Activities for DESTIN: 12					

Animal Services at PAWS
Animal Intake Totals for destin
7/1/2020 to 7/31/2020

			2020		Total
			Jul	Total	
CAT	STRAY	FIELD	1	1	1
		OTC	2	2	2
		Total	3	3	3
	Total		3	3	3
DOG	STRAY	FIELD	2	2	2
		OTC	1	1	1
		Total	3	3	3
	Total		3	3	3
Total			6	6	6

CAT / STRAY / FIELD

A213818

CAT / STRAY / OTC

A213764

A214024

DOG / STRAY / FIELD

A214152

A213774

DOG / STRAY / OTC

A213897

Animal intakes between 7/1/2020 and 7/31/2020 for destin

As of: 8/12/2020 9:24:00AM

STRAY

<u>intake</u>	<u>intake_type</u>	<u>intake_subtype</u>	<u>animal_id</u>	<u>animal_type</u>	<u>crossing</u>	<u>outcome_type</u>	<u>outcome</u>	<u>Days here</u>
7/8/20	STRAY	FIELD	A213818	CAT	33 E HWY 98	RTO	7/10/20	2
7/3/20	STRAY	OTC	A213764	CAT	HWY 98	TRANSFER	7/9/20	6
7/21/20	STRAY	OTC	A214024	CAT	HWY 98	TRANSFER	7/27/20	6
7/6/20	STRAY	FIELD	A213774	DOG	SIBERT AVE	TRANSFER	7/18/20	12
7/31/20	STRAY	FIELD	A214152	DOG	AIRPORT RD	TRANSFER	8/6/20	6
7/13/20	STRAY	OTC	A213897	DOG	COUNTRY CLUB DR	RTO	7/14/20	1

6.00

LIST OF ACTIVITIES WITH COMPLETE DATE BETWEEN 7/1/2020 and 7/31/2020
(activities completed on weekends are highlighted in gray)

DESTIN

A20-015886-1		Type: OWNED/DISTRESS	Priority: DAILY	Geo: DESTIN	Activity: 7/22/20 11:22 am Completed: 7/22/20 11:35 am
Activity Address:		E HWY 98		DESTIN FL	
Comment/Crossin		DOG LOCKED IN 2019 NISSAN			
Caller: ANDY BLAZAK		E HWY 98			
Qty.	Result	Qty.	Result		
1	MC	0			
0		0			
0		0			
A20-015856-1		Type: INV/WEL CK	Priority: DAILY	Geo: DESTIN	Activity: 7/17/20 1:41 pm Completed: 7/17/20 3:33 pm
Activity Address:		407 BEACH CIR		DESTIN FL	
Comment/Crossin		DOG STUCK IN TINY CAGE BARKS NON STOP. CAGE IS COVERED IN SHEET SO NEIGHBORS WON			
Caller:					
Qty.	Result	Qty.	Result		
1	NOTIC	0			
0		0			
0		0			
A20-015751-1		Type: OWNED/ROAM	Priority: DAILY	Geo: DESTIN	Activity: 7/1/20 12:32 pm Completed: 7/1/20 1:41 pm
Activity Address:		3880 SAND DUNE CT		DESTIN FL	
Comment/Crossin		OWNERS LET DOGS ROAM THE NEIGHBORHOOD			
Caller: CITY OF DESTIN		4200 INDIAN BAYOU TRL		DESTIN. FL 32541	
Qty.	Result	Qty.	Result		
0	COMP	0			
0		0			
0		0			
A20-015771-1		Type: STRAY/CONF	Priority: DAILY	Geo: DESTIN	Activity: 7/6/20 8:59 am Completed: 7/6/20 11:22 am
Activity Address:		543 SIBERT AV		DESTIN FL 32541	
Comment/Crossin		STRAY CONFINED CHI			
Caller: ASHLEY UNKN		543 SIBERT AV		DESTIN. FL 32541	
Qty.	Result	Qty.	Result		
1	IMPND	0			
0		0			
0		0			
A20-015839-1		Type: ASST/POLICE	Priority: DAILY	Geo: S DESTIN	Activity: 7/15/20 12:30 pm Completed: 7/15/20 2:11 pm
Activity Address:		34940 EMERALD COAST PKY		DESTIN FL	
Comment/Crossin		OWNER PASSED OUT AND HAS DOG WITH HIM			
Caller: PAWS EPHONE		752 LOVEJOY RD		FT WALTON BEACH. FL 32548	
Qty.	Result	Qty.	Result		
1	IMPND	0			
0		0			
0		0			

LIST OF ACTIVITIES WITH COMPLETE DATE BETWEEN 7/1/2020 and 7/31/2020
(activities completed on weekends are highlighted in gray)

DESTIN

A20-015858-1		Type: ASST/POLICE	Priority: DAILY	Geo: S	Juris: DESTIN	Activity: 7/16/20 12:27 am Completed: 7/16/20 2:30 am
Activity Address:		1116 QUAIL CIR		DESTIN FL		
Comment/Crossin		DOGS RUNNING IN AND OUT OF TRAFFIC CAUSE TRAFFIC ISSUES				
Caller: SHERIFF OFFICE		1250 N EGLIN PKY				
Qty.	Result	Qty.	Result			
1	COMP	0				
0		0				
0		0				
A20-015845-1		Type: INV/BARK	Priority: DAILY	Geo:	Juris: DESTIN	Activity: 7/16/20 10:06 am Completed: 7/16/20 1:23 pm
Activity Address:		3581 GRAND OAK WY		DESTIN FL 32541		
Comment/Crossin		CALLER SAID DOG AT THIS ADDRESS BARKING CONSTANTLY FOR LAST 3 DAYS				
Caller: CHASIDY KLINE		332 CARTER LN				
Qty.	Result	Qty.	Result	DESTIN. FL 32541		
1	MC	0				
1	MCO	0				
0		0				
A20-015878-1		Type: OWNED/ROAM	Priority: DAILY	Geo:	Juris: DESTIN	Activity: 7/21/20 12:54 pm Completed: 7/21/20 3:41 pm
Activity Address:		614 MIMOSA AV		DESTIN FL		
Comment/Crossin		DOG FROM THIS ADDRESS STILL RUNS LOOSE AND DEFECATES IN CALLERS YARD. LAST CALL				
Caller:						
Qty.	Result	Qty.	Result			
1	MCO	0				
0		0				
0		0				
A20-015895-1		Type: ASST/ACO	Priority: DAILY	Geo:	Juris: DESTIN	Activity: 7/24/20 8:59 am Completed: 7/24/20 10:42 am
Activity Address:		INDIAN BAYOU		DESTIN FL 32541		
Comment/Crossin		PICK UP DOG TRAP FROM GOLF COURSE				
Caller: PAWS PAWS		752 LOVEJOY RD				
Qty.	Result	Qty.	Result	FORT WALTON BEACH. FL 32547		
1	GOA	0				
0		0				
0		0				
A20-015793-1		Type: INV/WEL CK	Priority: DAILY	Geo:	Juris: DESTIN	Activity: 7/8/20 1:17 pm Completed: 7/8/20 4:30 pm
Activity Address:		305 HOLLY ST		DESTIN FL 32541		
Comment/Crossin		CALLER WISHING TO REMAIN ANONYMOUS SUSPECTS NEIGHBORS KILLED THE SMALL DOG AT T				
Caller: ANTHONY DEVITA		DESTIN. FL 32541				
Qty.	Result	Qty.	Result			
0	MCO	0				
0	UNFND	0				
0		0				

LIST OF ACTIVITIES WITH COMPLETE DATE BETWEEN 7/1/2020 and 7/31/2020
(activities completed on weekends are highlighted in gray)

DESTIN

A20-015939-1		Type: INV/BITE	Priority: DAILY	Geo: DESTIN	Activity: 7/30/20 12:17 pm Completed: 7/30/20 3:03 pm
Activity Address:		305 HOLLY ST	DESTIN FL		
Comment/Crossin		CALLER WAS BITTEN ON 07/26/2020 BY LARGE DOG FROM THIS ADDRESS.			
Caller: LUCY CORNELIUS		309 SPANISH MOSS TRL			
Qty.	Result	Qty.	Result		
1	MC	0			
1	UTL	0			
0		0			
A20-015952-1		Type: STRAY/CONF	Priority: DAILY	Geo: S DESTIN	Activity: 7/31/20 4:59 pm Completed: 7/31/20 5:10 pm
Activity Address:		900 AIRPORT RD	DESTIN FL 32541		
Comment/Crossin		STRAY DOG CONFINED.			
Caller: DESTIN AIRPORT VET		900 AIRPORT RD	DESTIN. FL 32541		
Qty.	Result	Qty.	Result		
1	MC	0			
1	IMPND	0			
0		0			
Total Activities for DESTIN: 12					

CAT / STRAY / OTC

A214200 A214311 A214563 A214564 A214565

Animal intakes between 8/1/2020 and 8/31/2020 for destin

As of: 9/3/2020 9:52:36AM

STRAY

<u>intake</u>	<u>intake type</u>	<u>intake subtype</u>	<u>animal id</u>	<u>animal type</u>	<u>crossing</u>	<u>outcome type</u>	<u>outcome</u>	<u>Days here</u>
8/5/20	STRAY	OTC	A214200	CAT	WOODWIND DR	TRANSFER	8/11/20	6
8/12/20	STRAY	OTC	A214311	CAT	HWY 98	TRANSFER	8/18/20	6
8/31/20	STRAY	OTC	A214563	CAT	PALM BLVD			
8/31/20	STRAY	OTC	A214564	CAT	PALM BLVD			
8/31/20	STRAY	OTC	A214565	CAT	PALM BLVD			
5.00								

LIST OF ACTIVITIES WITH COMPLETE DATE BETWEEN 8/1/2020 and 8/31/2020
(activities completed on weekends are highlighted in gray)

DESTIN

A20-016011-1		Type: STRAY/ROAM	Priority: DAILY	Geo:	Juris: DESTIN	
Activity Address:		GULF SHORE DR	DESTIN FL 32541			Activity: 8/10/20 1:41 pm
Comment/Crossin		STRAY ROAMING BROWN PIT				Completed: 8/10/20 3:11 pm
Caller: GEORGE GATE		775 GULF SHORE DR	DESTIN. FL 32541			
<u>Qty.</u>	<u>Result</u>	<u>Qty.</u>	<u>Result</u>			
1	MC	0				
1	RTO	0				
0		0				
A20-016061-1		Type: STRAY/DISTRESS	Priority: DAILY	Geo:	Juris: DESTIN	
Activity Address:		1001 AIRPORT RD	DESTIN FL			Activity: 8/12/20 4:30 pm
Comment/Crossin		SICK LOOKING DOG				Completed: 8/12/20 7:00 pm
Caller: UNKNOWN UNKNOWN						
<u>Qty.</u>	<u>Result</u>	<u>Qty.</u>	<u>Result</u>			
1	GOA	0				
1	MC	0				
0		0				
A20-016044-1		Type: OWNED/ROAM	Priority: DAILY	Geo: N	Juris: DESTIN	
Activity Address:		208 SIBERT AV	DESTIN FL			Activity: 8/14/20 9:24 am
Comment/Crossin		DOGS FROM THIS ADDRESS KEEP ROAMING AND HARRASSING HIM EARLY IN THE MORNING.				Completed: 8/14/20 11:24 am
Caller: THOMAS SWANSON		223 SIBERT AV				
<u>Qty.</u>	<u>Result</u>	<u>Qty.</u>	<u>Result</u>			
1	MC	0				
1	MCO	0				
1	EDUC	0				
A20-016073-1		Type: OWNED/DISTRESS	Priority: DAILY	Geo:	Juris: DESTIN	
Activity Address:		4221 COMMONS DR	DESTIN FL			Activity: 8/18/20 11:12 am
Comment/Crossin		DOG LOCKED IN CAR				Completed: 8/18/20 1:28 pm
Caller: SUMMER UNKNOWN						
<u>Qty.</u>	<u>Result</u>	<u>Qty.</u>	<u>Result</u>			
1	MC	0				
1	CANCL	0				
0		0				
A20-016095-1		Type: ASST/POLICE	Priority: DAILY	Geo:	Juris: DESTIN	
Activity Address:		1625 SCENIC HWY 98	DESTIN FL			Activity: 8/21/20 5:44 am
Comment/Crossin		POLICE ASSIST- PICK UP PUG WHO'S OWNER IS BEING TRANSPORTED TO HOSPITAL				Completed: 8/21/20 10:12 am
Caller: OFFICE SHERIFF		50 2ND ST	SHALIMAR. FL 32579			
<u>Qty.</u>	<u>Result</u>	<u>Qty.</u>	<u>Result</u>			
1	CANCL	0				
0		0				
0		0				

LIST OF ACTIVITIES WITH COMPLETE DATE BETWEEN 8/1/2020 and 8/31/2020
(activities completed on weekends are highlighted in gray)

DESTIN

A20-016109-1		Type: OWNED/ROAM	Priority: DAILY	Geo:	Juris: DESTIN	Activity: 8/25/20 9:28 am Completed: 8/25/20 5:03 pm
Activity Address:		19 PINE RIDGE TER		DESTIN FL		
Comment/Crossin		Neighbors DOG RAL, POOPING IN YARD				
Caller: ALYEESE UNKNOWN						
<u>Qty.</u>	<u>Result</u>	<u>Qty.</u>	<u>Result</u>			
1	STLC	0				
0		0				
0		0				

Total Activities for DESTIN: 6

EUTHANASIA TOTAL

8/1/2020 - 8/31/2020

CRESTVIEW Total: 2

CAT 1

REASON	INTAKE TOTAL	ID	KENNEL	BREED	YRS/MO	SEX	BY	WEIGHT	DOSE	Dose 2	Euth Date	Days In Shelter
INJURED	1	A214475	CLINIC BIG	DOMESTIC SH	/	M	SH				8/24/2020	0

Average CC's per CAT :

Average wieght per CAT :

DOG 1

REASON	INTAKE TOTAL	ID	KENNEL	BREED	YRS/MO	SEX	BY	WEIGHT	DOSE	Dose 2	Euth Date	Days In Shelter
MEDICAL	1	A214426	HOLDING	JACK RUSS TERR	/	F	CLINIC				8/20/2020	0

Average CC's per DOG :

Average wieght per DOG :

EUTHANASIA TOTAL

8/1/2020 - 8/31/2020

FT WALTON BEACH Total: 13

CAT 6

REASON	INTAKE TOTAL	ID	KENNEL	BREED	YRS/MO	SEX	BY	WEIGHT	DOSE	Dose 2	Euth Date	Days In Shelter
MEDICAL	1	A214431	HOLDING	DOMESTIC SH	/	F	TK				8/31/2020	4
MEDICAL	1	A214450	HOLDING	DOMESTIC MH	/	U	TS				8/31/2020	3
FERAL	1	A214131	HALL	DOMESTIC SH	/	U	TS				8/4/2020	0
MEDICAL	1	A214057	LH HOLDING	DOMESTIC SH	0 / 3	F	538				8/5/2020	6
MEDICAL	1	A214116	CLINIC BIG	DOMESTIC SH	/	F	SH				8/6/2020	2
INJURED	1	A214229	CLINIC SM	DOMESTIC SH	/	F	VM				8/6/2020	0

Average CC's per CAT :

Average weight per CAT :

DOG 6

REASON	INTAKE TOTAL	ID	KENNEL	BREED	YRS/MO	SEX	BY	WEIGHT	DOSE	Dose 2	Euth Date	Days In Shelter
BEHAV OBS	1	A213438	FOSTER	AMER BULLDOG	4 / 8	N	VM				8/7/2020	50
BEHAV OBS	1	A214190	S05	PIT BULL	/	M	MLD				8/27/2020	17
BEHAV OBS	1	A214067	LH06	LABRADOR RETR MIX	1 / 1	M	AW				8/28/2020	25
BEHAV OBS	1	A214173	LH15	GERM SHEPHERD	/	M	TS				8/28/2020	17
BEHAV OBS	1	A213353	S08	PIT BULL	/	F	CM				8/18/2020	64
BEHAV OBS	1	A213759	S10	PIT BULL	/	M	CM				8/18/2020	40

Average CC's per DOG :

Average weight per DOG :

OTHER 1

REASON	INTAKE TOTAL	ID	KENNEL	BREED	YRS/MO	SEX	BY	WEIGHT	DOSE	Dose 2	Euth Date	Days In Shelter
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EUTHANASIA TOTAL

8/1/2020 - 8/31/2020

INJURED	1	A214369	HOLDING	RABBIT SH	/	U	TS	8/26/2020	2
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Average CC's per OTHER : Average wieght per OTHER :

EUTHANASIA TOTAL

8/1/2020 - 8/31/2020

OKALOOSA CO Total: 3

CAT 3

REASON	INTAKE TOTAL	ID	KENNEL	BREED	YRS/MO	SEX	BY	WEIGHT	DOSE	Dose 2	Euth Date	Days In Shelter
FERAL	1	A214143	CAT ROOM	DOMESTIC SH	/	U	TS				8/7/2020	7
MEDICAL	1	A214208	CLINIC SM	DOMESTIC SH	/	M	VM				8/7/2020	2
FERAL	1	A214237	CAT ROOM	DOMESTIC SH	/	F	TS				8/13/2020	6

Average CC's per CAT :

Average wieght per CAT :

EUTHANASIA TOTAL

8/1/2020 - 8/31/2020

Animals euthanized	18
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CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: September 21, 2020**TYPE OF AGENDA ITEM:** City Manager Report

TO: City Council**THRU:** Kyle Bauman, City Attorney
Krystal Strickland, Finance Director
Webb Warren, Deputy City Manager
Lance Johnson, City Manager**FROM:** Jeffrey Cozadd, Grants Manager**DATE:****SUBJECT:** Cares Act - Subrecipient Agreement

I. BACKGROUND:

The Cares Act is a \$2.2 trillion economic stimulus bill passed by Congress in March 2020 in response to the economic fallout of the COVID-19 pandemic in the United States.

Federal relief funds were distributed to each state. Each state then developed a plan on how to distribute those funds. Florida's plan allowed for a direct allocation of funds to larger municipalities, over 500,000 in population. A portion of the remaining funds were then distributed to the counties. Those funds would be distributed based on county developed plans.

Okaloosa County has allocated \$2,485,992 to the City of Destin to be spent in accordance with the Cares Act requirements. The sub-recipient agreement between the County and the City of Destin is required for the distribution of these funds.

The funds will be distributed in two phases. Phase 1 will provide \$621,498 to be used for reimbursement of eligible expenses and to fund current expenses related to COVID-19. These funds will be given to the City in a lump sum soon after the agreements and other necessary form are completed. Phase 1 funding must be spent by November 30, 2020. Phase 2 funding will be \$1,864,494 (some of these funds may be applied to County offered programs) and these funds are only available through reimbursement basis for COVID-19 related expenses.

II. DISCUSSION: The Phase 1 funding can be used to reimburse the City for COVID-19 related expenses we have already incurred. These funds can also be used for expenses that we will incur between now and November 30, 2020. The Phase 1 funds will be a lump sum allocation.

The City will be required to do reporting on these expenditures and provide documentation for those expenses.

The Phase 2 funding will be on a reimbursement only basis. The County is yet to receive Phase 2 money from the state but it is expected in the near future. A portion of the Phase 2 funds may be applied to fund the County offered programs.

A. Link to Strategic Goals / Objectives: High quality of life and **safety** for residents

B. Effect on Budget (EOB): Potential increase in funding of \$2,485,992. Funds must be used in accordance with Cares Act requirements.

C. Level of Service (LOS): Increased level of service creating a safer way for the City to operate for both its residents and its employees related to measures associated with the COVID-19 pandemic.

III. CONCLUSION: Staff recommends that the City Council authorize the City Manager to execute the CARES Act Subrecipient Agreement with Okaloosa County.

IV. RECOMMENDED MOTION: I move to authorize and direct the City Manager or his designee to execute the CARES Act Subrecipient Agreement with Okaloosa County.

Attachments:

1. V2Okaloosa County CARES Act Funding Agreement Y2276 unexecuted
2. Okaloosa Subrecipient Agreement CARES 08.28.20 unexecuted
3. Exhibit B - CARES ACT Expenditure Plan

CARES ACT FUNDING AGREEMENT

THIS AGREEMENT is entered into by the State of Florida, Division of Emergency Management, with headquarters in Tallahassee, Florida (hereinafter referred to as the "Division" or "Recipient"), and **Okaloosa County**, (hereinafter referred to as the "County" or "Subrecipient").

This agreement is entered into based on the following representations:

- A. The Subrecipient represents that it is fully qualified and eligible to receive this funding for the purposes identified herein; and
- B. The Division has received these funds from the U.S. Department of Treasury through the State of Florida and has the authority to distribute these funds to the Subrecipient upon the terms and conditions below; and
- C. The Division has statutory authority to disburse the funds under this Agreement.
- D. The CARES Act, section 601(d) of the Social Security Act, created the Coronavirus Relief Fund (CRF) and provided Florida with \$8,328,221,072; 55% of which was allocated to the State of Florida and 45% was allocated to counties.
- E. The United States Department of the Treasury disbursed \$2,472,413,692 of these funds directly to counties with a population in excess of 500,000.
- F. A remaining balance of \$1,275,285,790 was reverted to the State of Florida from the local government allocation, for the State to disburse to counties with populations less than 500,000.

Therefore, the Division and the Subrecipient agree to the following:

(1) **LAWS, RULES, REGULATIONS, AND POLICIES**

- a. Performance under this Agreement is subject to 2 C.F.R Part 200, entitled "Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards."
- b. As required by section 215.971(1), Florida Statutes, this Agreement includes:
 - i. A provision specifying a scope of work that clearly establishes the tasks that the Recipient is required to perform.
 - ii. A provision dividing the agreement into quantifiable units of deliverables that must be received and accepted in writing by the Division before payment or reimbursement. Each deliverable must be directly related to the scope of work and specify the required minimum level of service to be performed and the criteria for evaluating the successful completion of each deliverable.
 - iii. A provision specifying the financial consequences that apply if the Subrecipient fails to perform the minimum level of service required by the agreement.
 - iv. A provision specifying that the Subrecipient may expend funds only for allowable costs resulting from obligations incurred during the specified agreement period.
 - v. A provision specifying that any balance of unobligated funds which has been advanced or paid must be refunded to the Division.
 - vi. A provision specifying that any funds paid in excess of the amount to which the Recipient is entitled under the terms and conditions of the agreement must be refunded to the Division.
- c. In addition to the foregoing, the Subrecipient and the Division will be governed by all applicable State and Federal laws, rules and regulations, including those identified in Attachment B. Any express reference in this Agreement to a particular statute, rule, or regulation in no way implies that no other statute, rule, or regulation applies.

(2) CONTACT

- a. In accordance with section 215.971(2), Florida Statutes, the Division's Program Manager will be responsible for enforcing performance of this Agreement's terms and conditions and will serve as the Division's liaison with the Subrecipient. As part of his/her duties, the Program Manager for the Division will monitor and document Subrecipient performance.
- b. The Division's Program Manager for this Agreement is:

Wesley Sapp
Division of Emergency Management
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100
Telephone: (850) 815-4431
Email: Wesley.Sapp@em.myflorida.com

- c. The name and address of the representative of the Recipient responsible for the administration of this Agreement is:

Allison McLeary
Division of Emergency Management
2555 Shumard Oak Blvd
Telephone: 850-815-4455
Email: Allison.McLeary@em.myflorida.com

- d. In the event that different representatives or addresses are designated by either party after execution of this Agreement, notice of the name, title and address of the new representative will be provided to the other party.

(3) TERMS AND CONDITIONS

This Agreement contains all the terms and conditions agreed upon by the parties.

(4) EXECUTION

This Agreement may be executed in any number of counterparts, any one of which may be taken as an original.

(5) MODIFICATION

This agreement may not be modified.

(6) PERIOD OF AGREEMENT

This Agreement shall be effective on **March 1, 2020** and shall end on **December 30, 2020**, unless terminated earlier in accordance with the provisions of Paragraph (15) TERMINATION. In accordance with section 215.971(1)(d), Florida Statutes, the Subrecipient may expend funds authorized by this Agreement "only for allowable costs resulting from obligations incurred during the specific agreement period."

(7) FUNDING

- a. The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature, and subject to any modification in accordance with either Chapter 216, Florida Statutes, and the Florida Constitution.
- b. This is a modified reimbursement agreement. The State, through the Division, will make an initial disbursement to the county of 25% of the total amount allocated to the county according to the United States Department of the Treasury. Any additional amounts will be disbursed on a reimbursement basis.

- c. Subrecipients may use payments for any expenses eligible under section 601(d) of the Social Security Act, specifically the Coronavirus Relief Fund and further outlined in US Treasury Guidance. Payments are not required to be used as the source of funding of last resort.
- d. The Division's Program Manager, as required by section 215.971(2)(c), Florida Statutes, shall reconcile and verify all funds received against all funds expended during the period of agreement and produce a final reconciliation report. The final report must identify any funds paid in excess of the expenditures incurred by the Subrecipient.
- e. For the purposes of this Agreement, the term "improper payment" means or includes:
 - i. Any payment that should not have been made or that was made in an incorrect amount (including overpayments and underpayments) under statutory, contractual, administrative, or other legally applicable requirements.
- f. As required by the Reference Guide for State Expenditures, reimbursement for travel must be in accordance with section 112.061, Florida Statutes, which includes submission of the claim on the approved state travel voucher.
- g. Counties should provide funding to municipalities within their jurisdiction upon request for eligible expenditures under the CARES Act. However, counties are responsible for the repayment of funds to the Division for expenditures that the Division or the Federal government determines are ineligible under the CARES Act.
- h. The CARES Act requires that the payments from the Coronavirus Relief Fund only be used to cover expenses that¹—
 - i. are necessary expenditures incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19);
 - ii. 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
 - iii. were incurred during the period that begins on March 1, 2020 and ends on December 30, 2020. Funds transferred to Subrecipient must qualify as a necessary expenditure incurred due to the public health emergency and meet the other criteria of section 601(d) of the Social Security Act. Such funds would be subject to recoupment by the Treasury Department if the funds have not been used in a manner consistent with section 601(d) of the Social Security Act.
- i. Examples of Eligible Expenses include, but are not limited to:
 - i. Medical expenses
 - ii. Public health expenses
 - iii. Payroll expenses for public safety, public health, health care, human services, and similar employees whose services are substantially dedicated to mitigating or responding to the COVID-19 public health emergency.
 - iv. Expenses of actions to facilitate compliance with COVID-19 related public health measures.
 - v. Expenses associated with the provision of economic support in connection with the COVID-19 public health emergency.
 - vi. Any other COVID-19 – related expenses reasonably necessary to the function of government that satisfy the fund's eligibility criteria.

(8) INVOICING

- a. In order to obtain reimbursement for expenditures in excess of the initial 25% disbursement, the Subrecipient must file with the Division Grant Manager its request for reimbursement and any other information required to justify and support the payment request. Payment requests must include a certification, signed by an official who is authorized to legally bind the Subrecipient, which reads as follows:

¹ <https://home.treasury.gov/system/files/136/Coronavirus-Relief-Fund-Guidance-for-State-Territorial-Local-and-Tribal-Governments.pdf>

By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729–3730 and 3801–3812).

- b. Reimbursements will only be made for expenditures that the Division provisionally determines are eligible under the CARES Act. However, the Division's provisional determination that an expenditure is eligible does not relieve the county of its duty to repay the Division for any expenditures that are later determined by the Division or the Federal government to be ineligible.

(9) RECORDS

- a. As a condition of receiving state or federal financial assistance, and as required by sections 20.055(6)(c) and 215.97(5)(b), Florida Statutes, the Division, the Chief Inspector General of the State of Florida, the Florida Auditor General, or any of their authorized representatives, shall enjoy the right of access to any documents, financial statements, papers, or other records of the Subrecipient which are pertinent to this Agreement, in order to make audits, examinations, excerpts, and transcripts. The right of access also includes timely and reasonable access to the Subrecipient's personnel for the purpose of interview and discussion related to such documents. For the purposes of this section, the term "Subrecipient" includes employees or agents, including all subcontractors or consultants to be paid from funds provided under this Agreement.
- b. The Subrecipient shall maintain all records related to this Agreement for the period of time specified in the appropriate retention schedule published by the Florida Department of State. Information regarding retention schedules can be obtained at: <http://dos.myflorida.com/library-archives/records-management/general-records-schedules/>.
- c. Florida's Government in the Sunshine Law (Section 286.011, Florida Statutes) provides the citizens of Florida with a right of access to governmental proceedings and mandates three, basic requirements: (1) all meetings of public boards or commissions must be open to the public; (2) reasonable notice of such meetings must be given; and, (3) minutes of the meetings must be taken and promptly recorded.
- d. Florida's Public Records Law provides a right of access to the records of the state and local governments as well as to private entities acting on their behalf. Unless specifically exempted from disclosure by the Legislature, all materials made or received by a governmental agency (or a private entity acting on behalf of such an agency) in conjunction with official business which are used to perpetuate, communicate, or formalize knowledge qualify as public records subject to public inspection.

IF THE SUBRECIPIENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE SUBRECIPIENT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: (850) 815-4156, Records@em.myflorida.com, or 2555 Shumard Oak Boulevard, Tallahassee, FL 32399.

(10)AUDITS

- a. In accounting for the receipt and expenditure of funds under this Agreement, the Subrecipient must follow Generally Accepted Accounting Principles ("GAAP"). As defined by 2 C.F.R. §200.49, "GAAP has the meaning specified in accounting standards issued by the Government Accounting Standards Board (GASB) and the Financial Accounting Standards Board (FASB)."
- b. When conducting an audit of the Subrecipient's performance under this Agreement, the Division must use Generally Accepted Government Auditing Standards ("GAGAS"). As defined by 2 C.F.R. §200.50, "GAGAS, also known as the Yellow Book, means generally accepted government auditing standards issued by the Comptroller General of the United States, which are applicable to financial audits."
- c. If an audit shows that all or any portion of the funds disbursed were not spent in accordance with the conditions of and strict compliance with this Agreement, the Subrecipient will be held liable for reimbursement to the Division of all funds not spent in accordance with these applicable regulations and Agreement provisions within thirty (30) days after the Division has notified the Subrecipient of such non-compliance.
- d. The Subrecipient must have all audits completed by an independent auditor, which is defined in section 215.97(2)(i), Florida Statutes, as "an independent certified public accountant licensed under chapter 473." The independent auditor must state that the audit complied with the applicable provisions noted above. The audits must be received by the Division no later than nine months from the end of the Subrecipient's fiscal year.
- e. The Subrecipient must send copies of reporting packages required under this paragraph directly to each of the following:

i.

The Division of Emergency Management

DEMSingle_Audit@em.myflorida.com

OR

Office of the Inspector General

2555 Shumard Oak Boulevard

Tallahassee, Florida 32399-2100

ii.

The Auditor General

Room 401, Claude Pepper Building

111 West Madison Street

Tallahassee, Florida 32399-1450

- f. Fund payments are considered to be federal financial assistance subject to the Single Audit Act and the related provisions of the Uniform Guidance.

(11)REPORTS

- a. The Subrecipient must provide the Division with quarterly reports and a close-out report. These reports must include the current status and progress of the expenditure of funds under this Agreement, in addition to any other information requested by the Division.

- b. Quarterly reports are due to the Division no later than 15 days after the end of each quarter of the program year and must be sent each quarter until submission of the administrative close-out report. The ending dates for each quarter of the program year are March 31, June 30, September 30, and December 31. The first quarterly report due pursuant to this agreement is due for the quarter ending September 30, 2020.
- c. The close-out report is due sixty (60) days after termination of this Agreement or 60 days after completion of the activities contained in this Agreement, whichever occurs first.
- d. If all required reports and copies are not sent to the Division or are not completed in a manner acceptable to the Division, the Division may withhold further payments until they are completed or may take other action as stated in Paragraph (15) REMEDIES. "Acceptable to the Division" means that the work product was completed in accordance with the Budget and Scope of Work.
- e. The Subrecipient must provide additional program updates or information that may be required by the Division.

(12) MONITORING

In addition to reviews of audits conducted in accordance with paragraph (10) AUDITS above, monitoring procedures may include, but not be limited to, on-site visits by Division staff, limited scope audits, or other procedures. The Subrecipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Division. In the event that the Division determines that a limited scope audit of the Subrecipient is appropriate, the Subrecipient agrees to comply with any additional instructions provided by the Division to the Subrecipient regarding such audit. The Subrecipient further agrees to comply and cooperate with any inspections, reviews, investigations or audits deemed necessary by the Florida Chief Financial Officer or Auditor General. In addition, the Division will monitor the performance and financial management by the Subrecipient throughout the period of agreement to ensure timely completion of all tasks.

(13) LIABILITY

Any Subrecipient which is a state agency or subdivision, as defined in section 768.28, Florida Statutes, agrees to be fully responsible for its negligent or tortious acts or omissions which result in claims or suits against the Division, and agrees to be liable for any damages proximately caused by the acts or omissions to the extent set forth in section 768.28, Florida Statutes. Nothing herein is intended to serve as a waiver of sovereign immunity by any party to which sovereign immunity applies. Nothing herein will be construed as consent by a state agency or subdivision of the State of Florida to be sued by third parties in any matter arising out of this Agreement.

(14) DEFAULT

- a. If any of the following events occur ("Events of Default"), all obligations on the part of the Division to make further payment of funds will, if the Division elects, terminate and the Division has the option to exercise any of its remedies set forth in Paragraph (15) REMEDIES. However, the Division may make payments or partial payments after any Events of Default without waiving the right to exercise such remedies, and without becoming liable to make any further payment.
- b. If any warranty or representation made by the Subrecipient in this Agreement or any previous agreement with the Division is or becomes false or misleading in any respect, or if the Subrecipient fails to keep or perform any of the obligations, terms or covenants in this

- Agreement or any previous agreement with the Division and has not cured them in timely fashion, or is unable or unwilling to meet its obligations under this Agreement;
- c. If material adverse changes occur in the financial condition of the Subrecipient at any time during the period of agreement, and the Subrecipient fails to cure this adverse change within thirty (30) days from the date written notice is sent by the Division.
 - d. If any reports required by this Agreement have not been submitted to the Division or have been submitted with incorrect, incomplete or insufficient information;
 - e. If the Subrecipient has failed to perform and complete on time any of its obligations under this Agreement.

(15) REMEDIES

If an Event of Default occurs, then the Division may, after thirty (30) calendar days written notice to the Subrecipient and upon the Subrecipient's failure to cure within those thirty (30) days, exercise any one or more of the following remedies, either concurrently or consecutively:

- a. Terminate this Agreement, provided that the Subrecipient is given at least thirty (30) days prior written notice of the termination. The notice shall be effective when placed in the United States, first class mail, postage prepaid, by registered or certified mail-return receipt requested, to the address in paragraph (2) CONTACT herein;
- b. Begin an appropriate legal or equitable action to enforce performance of this Agreement;
- c. Withhold or suspend payment of all or any part of a request for payment;
- d. Require that the Subrecipient refund to the Division any monies used for ineligible purposes under the laws, rules and regulations governing the use of these funds.
- e. Exercise any corrective or remedial actions, to include but not be limited to:
 - i. request additional information from the Subrecipient to determine the reasons for or the extent of non-compliance or lack of performance,
 - ii. issue a written warning to advise that more serious measures may be taken if the situation is not corrected,
 - iii. advise the Subrecipient to suspend, discontinue or refrain from incurring costs for any activities in question,
 - iv. require the Subrecipient to reimburse the Division for the amount of costs incurred for any items determined to be ineligible, or
 - v. request the Department of Revenue to withhold from any future payment due to the county under the Revenue Sharing Act of 1972 described in Part II of Chapter 218, Florida Statutes, or the Participation in Half Cent Sales Tax Proceeds described in Part IV of Chapter 218, Florida Statutes, an amount equal to any repayment due to the Division under this Agreement.
- f. Exercise any other rights or remedies which may be available under law. Pursuing any of the above remedies will not stop the Division from pursuing any other remedies in this Agreement or provided at law or in equity. If the Division waives any right or remedy in this Agreement or fails to insist on strict performance by the Subrecipient, it will not affect, extend or waive any other right or remedy of the Division, or affect the later exercise of the same right or remedy by the Division for any other default by the Subrecipient.

(16) TERMINATION

- a. The Division may terminate this Agreement for cause after thirty (30) days written notice. Cause can include misuse of funds, fraud, lack of compliance with applicable rules, laws and regulations, failure to perform on time, and refusal by the Subrecipient to permit public access to any document, paper, letter, or other material subject to disclosure under Chapter 119, Florida Division of Emergency Management Statutes, as amended.
- b. The Division may terminate this Agreement for convenience or when it determines, in its sole discretion, that continuing the Agreement would not produce beneficial results in line

with the further expenditure of funds, by providing the Subrecipient with thirty (30) calendar days prior written notice.

- c. The parties may agree to terminate this Agreement for their mutual convenience through a written amendment of this Agreement. The amendment will state the effective date of the termination and the procedures for proper closeout of this Agreement.
- d. In the event this Agreement is terminated, the Subrecipient will not incur new obligations for the terminated portion of this Agreement after they have received the notification of termination. The Subrecipient will cancel as many outstanding obligations as possible. Costs incurred after receipt of the termination notice will be disallowed. The Subrecipient will not be relieved of liability to the Division because of any breach of this Agreement by the Subrecipient. The Division may, to the extent authorized by law, withhold payments to the Subrecipient for the purpose of set-off until the exact amount of damages due the Division from the Subrecipient is determined.

(17)ATTACHEMENTS

- a. All attachments to this Agreement are incorporated as if set out fully.
- b. In the event of any inconsistencies or conflict between the language of this Agreement and the attachments, the language of the attachments will control, but only to the extent of the conflict or inconsistency.

(18)PAYMENTS

- a. The State of Florida, through the Division, will make a disbursement of each County government's allocation as calculated by the United States Department of the Treasury. Funding for **Okaloosa County** is in the amount of **\$9,193,039.00.**

(19)REPAYMENTS

- a. All refunds, return of improper payments, or repayments due to the Division under this Agreement are to be made payable to the order of "Division of Emergency Management," and mailed directly to the following address:

Division of Emergency Management

Cashier

2555 Shumard Oak Boulevard

Tallahassee FL 32399-2100

- b. In accordance with section 215.34(2), Florida Statutes, if a check or other draft is returned to the Division for collection, Subrecipient shall pay the Division a service fee of \$15.00 or 5% of the face amount of the returned check or draft, whichever is greater.

(20)MANDATED CONDITIONS AND OTHER LAWS

- a. The validity of this Agreement is subject to the truth and accuracy of all the information, representations, and materials submitted or provided by the Subrecipient in this Agreement, in any later submission or response to a Division request, or in any submission or response to fulfill the requirements of this Agreement. All of said information, representations, and materials is incorporated by reference. The inaccuracy of the submissions or any material changes will, at the option of the Division and with thirty (30) days written notice to the Subrecipient, cause the termination of this Agreement and the release of the Division from all its obligations to the Subrecipient.
- b. This Agreement must be construed under the laws of the State of Florida, and venue for any actions arising out of this Agreement will be in the Circuit Court of Leon County. If any

- provision of this Agreement is in conflict with any applicable statute or rule, or is unenforceable, then the provision is null and void to the extent of the conflict, and is severable, but does not invalidate any other provision of this Agreement.
- c. Any power of approval or disapproval granted to the Division under the terms of this Agreement will survive the term of this Agreement.
 - d. This Agreement may be executed in any number of counterparts, any one of which may be taken as an original.
 - e. The Subrecipient agrees to comply with the Americans With Disabilities Act (Public Law 101-336, 42 U.S.C. Section 12101 et seq.), which prohibits discrimination by public and private entities on the basis of disability in employment, public accommodations, transportation, State and local government services, and telecommunications.
 - f. Those who have been placed on the convicted vendor list following a conviction for a public entity crime or on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with a public entity, and may not transact business with any public entity in excess of \$25,000.00 for a period of thirty-six (36) months from the date of being placed on the convicted vendor list or on the discriminatory vendor list.
 - g. The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature, and subject to any modification in accordance with Chapter 216, Florida Statutes, or the Florida Constitution.
 - h. All bills for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof.
 - i. Any bills for travel expenses must be submitted in accordance with section 112.061, Florida Statutes.
 - j. The Division reserves the right to unilaterally cancel this Agreement if the Subrecipient refuses to allow public access to all documents, papers, letters or other material subject to the provisions of Chapter 119, Florida Statutes, which the Subrecipient created or received under this Agreement.
 - k. If the Subrecipient is allowed to temporarily invest any advances of funds under this Agreement, they must use the interest earned or other proceeds of these investments only to cover expenditures incurred in accordance with section 601(d) of the Social Security Act and the Guidance on eligible expenses. If a government deposits CRF payments in a government's general account, it may use those funds to meet immediate cash management needs provided that the full amount of the payment is used to cover necessary expenditures. Fund payments are not subject to the Cash Management Improvement Act of 1990, as amended. The State of Florida will not intentionally award publicly-funded contracts to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a(e) [Section 274A(e) of the Immigration and Nationality Act ("INA")]. The Division shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the INA. Such violation by the Subrecipient of the employment provisions contained in Section 274A(e) of the INA will be grounds for unilateral cancellation of this Agreement by the Division.
 - l. The Subrecipient is subject to Florida's Government in the Sunshine Law (Section 286.011, Florida Statutes) with respect to the meetings of the Subrecipient's governing board or the meetings of any subcommittee making recommendations to the governing board. All of these meetings must be publicly noticed, open to the public, and the minutes of all the meetings will be public records, available to the public in accordance with Chapter 119, Florida Statutes.

- m. All expenditures of state or federal financial assistance must be in compliance with the laws, rules and regulations applicable to expenditures of State funds, including but not limited to, the Reference Guide for State Expenditures.
- n. This Agreement may be charged only with allowable costs resulting from obligations incurred during the period of agreement.
- o. Any balances of unobligated cash that have been advanced or paid that are not authorized to be retained for direct program costs in a subsequent period must be refunded to the Division.
- p. If the purchase of the asset was consistent with the limitations on the eligible use of funds provided by section 601(d) of the Social Security Act, the Subrecipient may retain the asset. If such assets are disposed of prior to December 30, 2020, the proceeds would be subject to the restrictions on the eligible use of payments from the Fund provided by section 601(d) of the Social Security Act.

(21) LOBBYING PROHIBITION

- a. Section 216.347, Florida Statutes, prohibits “any disbursement of grants and aids appropriations pursuant to a contract or grant to any person or organization unless the terms of the grant or contract prohibit the expenditure of funds for the purpose of lobbying the Legislature, the judicial branch, or a state agency.”
- b. No funds or other resources received from the Division under this Agreement may be used directly or indirectly to influence legislation or any other official action by the Florida Legislature or any state agency.
- c. 2 C.F.R. §200.450 prohibits reimbursement for costs associated with certain lobbying activities.
- d. Section 216.347, Florida Statutes, prohibits “any disbursement of grants and aids appropriations pursuant to a contract or grant to any person or organization unless the terms of the grant or contract prohibit the expenditure of funds for the purpose of lobbying the Legislature, the judicial branch, or a state agency.”
- e. No funds or other resources received from the Division under this Agreement may be used directly or indirectly to influence legislation or any other official action by the Florida Legislature or any state agency.
 - i. The Subrecipient certifies, by its signature to this Agreement, that to the best of his or her knowledge and belief:
 - ii. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Subrecipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.
 - iii. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the Subrecipient must complete and submit Standard Form-LLL, “Disclosure of Lobbying Activities.”
 - iv. The Subrecipient must require that this certification be included in the award documents for all subawards (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Subrecipient s shall certify and disclose.
 - v. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed

by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

(22) LEGAL AUTHORIZATION

The Subrecipient certifies that it has the legal authority to receive the funds under this Agreement and that its governing body has authorized the execution and acceptance of this Agreement. The Subrecipient also certifies that the undersigned person has the authority to legally execute and bind the Subrecipient to the terms of this Agreement.

(23) ASSURANCES

The Subrecipient must comply with any Statement of Assurances incorporated as Attachment C.

(24) EQUAL OPPORTUNITY EMPLOYMENT

- a. In accordance with 41 C.F.R. §60-1.4(b), the Subrecipient hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:

During the performance of this contract, the contractor agrees as follows:

The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

- i. Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- ii. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- iii. The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

- iv. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- v. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- vi. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- vii. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- viii. The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.

(25) COPELAND ANTI-KICKBACK ACT

- a. The Subrecipient hereby agrees that, unless exempt under Federal law, it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, the following clause:
 - i. Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.
 - ii. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

- iii. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

(26)CONTRACT WORK HOURS AND SAFETY STANDARDS

If the Subrecipient, with the funds authorized by this Agreement, enters into a contract that exceeds \$100,000 and involves the employment of mechanics or laborers, then any such contract must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation.

(27)CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT

- a. If the Subrecipient, with the funds authorized by this Agreement, enters into a contract that exceeds \$150,000, then any such contract must include the following provision:
 - i. Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387), and will report violations to FEMA and the Regional Office of the Environmental Protection Agency (EPA).

(28)SUSPENSION AND DEBARMENT

- a. If the Subrecipient, with the funds authorized by this Agreement, enters into a contract, then any such contract must include the following provisions:
 - i. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
 - ii. The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
 - iii. This certification is a material representation of fact relied upon by the Division. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the Division, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
 - iv. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

(29)BYRD ANTI-LOBBYING AMENDMENT

- a. If the Subrecipient, with the funds authorized by this Agreement, enters into a contract, then any such contract must include the following clause:
 - i. Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended). Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the Subrecipient.

(30) CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS

- a. If the Subrecipient, with the funds authorized by this Agreement, seeks to procure goods or services, then, in accordance with 2 C.F.R. §200.321, the Subrecipient must take the following affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used whenever possible:
 - i. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
 - ii. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
 - iii. 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;
 - iv. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
 - v. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
 - vi. Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (i). through v. of this subparagraph.
- b. The requirement outlined in subparagraph a. above, sometimes referred to as "socioeconomic contracting," does not impose an obligation to set aside either the solicitation or award of a contract to these types of firms. Rather, the requirement only imposes an obligation to carry out and document the six affirmative steps identified above.
- c. The "socioeconomic contracting" requirement outlines the affirmative steps that the Subrecipient must take; the requirements do not preclude the Subrecipient from undertaking additional steps to involve small and minority businesses and women's business enterprises.
- d. The requirement to divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises, does not authorize the Subrecipient to break a single project down into smaller components in order to circumvent the micro-purchase or small purchase thresholds so as to utilize streamlined acquisition procedures (e.g. "project splitting").

SUB-RECIPIENT:

By:

Name and title: John Hofstad, County Administrator

Date: July 7, 2020

FID# 59-6000765

STATE OF FLORIDA

DIVISION OF EMERGENCY MANAGEMENT

By:

Name and Title

Date:

EXHIBIT 1

STATE RESOURCES AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

SUBJECT TO SECTION 215.97, FLORIDA STATUTES:

State Project –

State awarding agency: **Florida Division of Emergency Management**

Catalog of State Financial Assistance Title:

Catalog of State Financial Assistance Number:

Attachment A

CARES ACT CORONAVIRUS RELIEF FUND ELIGIBILITY CERTIFICATION

I, , am the Authorized Agent of Okaloosa County County ("County") and I certify that:

1. I have the authority on behalf of County to request grant payments from the State of Florida ("State") for federal funds appropriated pursuant to section 601 of the Social Security Act, as added by section 5001 of the Coronavirus Aid, Relief, and Economic Security Act, Pub. L. No. 116-136, div. A, Title V (Mar. 27, 2020).
2. I understand that the State will rely on this certification as a material representation in making grant payments to the County.
3. I acknowledge that County should keep records sufficient to demonstrate that the expenditure of funds it has received is in accordance with section 601(d) of the Social Security Act.
4. I acknowledge that all records and expenditures are subject to audit by the United States Department of Treasury's Inspector General, the Florida Division of Emergency Management, and the Florida State Auditor General, or designee.
5. I acknowledge that County has an affirmative obligation to identify and report any duplication of benefits. I understand that the State has an obligation and the authority to deobligate or offset any duplicated benefits.
6. I acknowledge and agree that County shall be liable for any costs disallowed pursuant to financial or compliance audits of funds received.
7. I acknowledge that if County has not used funds it has received to cover costs that were incurred by December 30, 2020, as required by the statute, those funds must be returned to the United States Department of the Treasury.
8. I acknowledge that the County's proposed uses of the funds provided as grant payments from the State by federal appropriation under section 601 of the Social Security Act will be used only to cover those costs that:
 - a. are necessary expenditures incurred due to the public health emergency and governor's disaster declaration on March 13, 2020 with respect to the Coronavirus Disease 2019 (COVID-19);
 - b. were not accounted for in the budget most recently approved as of March 27, 2020, for County; and
 - c. were incurred during the period that begins on March 1, 2020 and ends on December 30, 2020.

In addition to each of the statements above, I acknowledge on submission of this certification that my jurisdiction has incurred eligible expenses between March 1, 2020 and the date noted below.

By:

Name and title: John Hofstad, County Administrator

Date: July 7, 2020

Attachment A - CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned sub-recipient, **Okaloosa County**, certifies, to the best of his or her knowledge that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence any officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form – LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. Sec. 1352 (as amended by the Lobbying Disclosure Act of 119). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The sub-recipient, **Okaloosa County**, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, sub-recipient understands and agrees that the provisions of 31 U.S.C. Sec. 3801 *et seq.* apply to his certification and disclosure, if any.

By:

Name and title: John Hofstad, County Administrator

Date: July 7, 2020

STATE OF FLORIDA

DIVISION OF EMERGENCY MANAGEMENT

By:

Name and title: _____

Date: _____

Attachment B

PROGRAM STATUTES AND REGULATIONS

42 USC 601(d) CARES Act	Creation of the Coronavirus Relief Fund (CRF)
Section 215.422, Florida Statutes	Payments, warrants, and invoices; processing time limits; dispute limitation; agency or judicial branch compliance
Section 215.971, Florida Statutes	Agreements funded with federal and state assistance
Section 216.347, Florida Statutes	Disbursement of grant and aids appropriations for lobbying prohibited
CFO MEMORANDUM NO. 04 (2005-06)	Compliance Requirements for Agreements

**CARES ACT SUBRECIPIENT AGREEMENT BETWEEN OKALOOSA COUNTY AND
THE CITY OF DESTIN, FLORIDA**

1. Subrecipient name (which must match the registered name in DUNS): City of Destin, Florida.
2. Subrecipient's 364637595 DUNS number (see 2 C.F.R. § 200.32 "Data Universal Numbering System (DUNS) number"):
3. Federal Award Identification Number (FAIN): SLT0050
4. Federal Award Date (see 2 C.F.R. § 200.39 "Federal award date"): on or about April 17, 2020.
5. Subaward Period of Performance:

Effective Date: Date Subrecipient Agreement is fully executed

Termination Date: December 30, 2020

6. Amount of Federal Funds Obligated by this action: up to \$ 2,485,922.00
(note: the Phase 2 allocations are contingent upon the County entering into an agreement with FDEM for the remainder 75% allocation. FDEM as of 8.18.2020 has not notified the counties as to how Phase 2 will be distributed or allocated. It is anticipated that FDEM may debut the program around 9.1.2020).
7. Total Amount of Federal Funds Obligated to the Subrecipient: up to \$ 2,485,922.00
8. Total Amount of the Federal Award Subject to this Agreement: see above
9. Federal award project description: Coronavirus Aid, Relief, and Economic Security Act (CARES Act) must be used for necessary expenditures incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19) between March 1, 2020, to December 30, 2020.
10. Name of Federal awarding agency, pass-through entity and contact information for awarding official:

Federal Awarding Agency – The Department of the Treasury

Pass Through Entity – Florida Division of Emergency Management then Okaloosa County, Florida

Contact Information for Awarding Official of Pass-Through Entity-

John Hofstad, County Administrator

1250 North Eglin Parkway, Suite 102

Shalimar, FL 32579

managerinfo@myokaloosa.com

850-651-7515

11. CFDA Number and Name: 21.019 Coronavirus Relief Fund: Note: funding is considered "Other Financial Assistance".
12. Identification of whether the award is for research and development (R&D): No
13. Indirect cost rate for the Federal award (including whether the de minimis rate is charged per 2 C.F.R. § 200.414 "Indirect (F&A) costs"): Not applicable

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**CARES ACT SUBRECIPIENT AGREEMENT BETWEEN OKALOOSA COUNTY AND
THE CITY OF DESTIN, FLORIDA**

THIS CARES ACT SUBRECIPIENT AGREEMENT (hereinafter referred to as “Agreement”) is entered into by and between **OKALOOSA COUNTY**, a political subdivision of the State of Florida, whose primary address is 1250 North Eglin Parkway, Suite 102, Shalimar, FL 32579 (hereinafter referred to as the “County”) and **CITY OF DESTIN, FLORIDA**, whose address is 4200 Indian Bayou Trail, Destin, FL 32541 (hereinafter referred to as “Subrecipient”), to provide for the sub-award of financial assistance to Subrecipient made available through certain CARES Act Funding Agreements between the County and the State of Florida Division of Emergency Management (hereinafter referred to as “FDEM”). Collectively, the County and the Subrecipient shall be referred to as “Parties” or individually as a “Party.”

WHEREAS, the Coronavirus Disease 2019 (“COVID-19”) is an infectious acute respiratory illness capable of spreading rapidly among humans and capable of causing severe illness and death; and

WHEREAS, on March 11, 2020, the World Health Organization declared COVID-19 a pandemic; and

WHEREAS, on or about March 27, 2020, the President of the United States signed into law the *Coronavirus Aid, Relief, and Economic Security Act*, Public Law 116-136, (hereinafter referred to as the “CARES Act”) to facilitate the provision of federal assistance and relief in response to the COVID-19 pandemic; and

WHEREAS, Title V of the CARES ACT established the “Coronavirus Relief Fund” and appropriated \$150 billion in such fund for Fiscal Year 2020 to provide direct assistance to state, tribal, territorial, and local governments to fund certain necessary and allowable expenses incurred due to the public health emergency with respect to COVID-19; and

WHEREAS, utilizing a population-based formula described in the CARES Act, the State of Florida was allocated \$8.328 billion, of which amount 55% (\$4.58 billion) was reserved for the state and 45% (\$3.747 billion) was reserved for direct payments to eligible local government jurisdictions that exceed 500,000 in population; and

WHEREAS, on June 10, 2020, the Governor of the State of Florida announced that the State would disburse up to \$1.275 billion in Coronavirus Relief Funds to counties with a population below 500,000 using a phased approach through FDEM; and

WHEREAS, on or about July 7, 2020 the County and FDEM entered into FDEM CARES Act Funding Agreement No. Y2276 providing 25% of the County’s total Coronavirus Relief Fund allocation directly to the County and pursuant to which the County may provide for the sub-award of such funds to eligible subrecipients, including Subrecipient; and

WHEREAS, the County anticipates entering into one or more future amendments with FDEM providing for the remainder of the County's Coronavirus Relief Fund allocation to be provided to the County on a reimbursement basis; and

WHEREAS, the purpose of this Agreement is to provide for the sub-award of a portion of the financial assistance obtained by County under FDEM CARES Act Funding Agreement No.Y2276 and which the County anticipates receiving under future amendments with FDEM to assist Subrecipient with funding such necessary expenses incurred due to the COVID-19 public health emergency as are described in this Agreement and the attachments hereto, subject to the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the promises and the mutual benefits to be derived herefrom, the County and the Subrecipient do hereby agree as follows:

SECTION 1. RECITALS.

The above recitals are true and correct and are hereby incorporated herein by reference and made a part of this Agreement.

SECTION 2. GENERAL.

In performing under this Agreement, the Subrecipient does hereby agree to fully comply with the terms and conditions set forth in this Agreement and all attachments and exhibits hereto, FDEM CARES Act Funding Agreement No. 2276, attached hereto as **Attachment A**, and all future amendments and/or agreements entered into between the County and FDEM governing distribution of the remaining 75% of the County's Coronavirus Relief Fund allocation (collectively, such agreements shall hereinafter be referred to as the "FDEM Agreements"), Title V of the CARES Act and all implementing rules, regulations, and guidance related to same, the Subrecipient Expenditure Plan attached hereto as **Attachment B** applicable to Subrecipient's use of funds under Phase 2 of this Agreement as more thoroughly described in Section 5 hereof (hereinafter the "SEP"), and all other applicable federal, state, and local laws, rules, regulations, and guidance.

SECTION 3. TERM.

A. This Agreement shall begin upon execution by both Parties (the "Effective Date") and shall remain in effect until December 30, 2020 (the "Termination Date") unless extended by the County or terminated earlier in accordance with Section 10, except that the provisions contained within Sections 8, 9, 11, 12, 14, and 26 shall survive the termination of this Agreement.

B. The Subrecipient shall be eligible to receive funding for eligible and allowable costs (as defined in Sections 4 and 5 hereof) from the period commencing March 1, 2020, through the Termination Date (the "Covered Period").

C. All references to days herein shall refer to calendar days unless otherwise indicated.

SECTION 4. PHASE 1 ALLOCATION; ELIGIBLE COSTS; SUPPORTING DOCUMENTATION.

A. Phase 1 – Initial 25% Allocation. Subject to the terms and conditions of this Agreement, within fifteen (15) days of the Effective Date of this Agreement, the County shall make a direct cash payment to the Subrecipient of up to \$621,498.00, which funds shall be used by Subrecipient solely to cover eligible and allowable costs that:

1. are necessary expenditures incurred due to the public health emergency with respect to the COVID-19;
2. were not accounted for in the Subrecipient's budget most recently approved as of March 27, 2020;
3. were incurred during the Covered Period;
4. are described in the Subrecipient Expenditure Plan; and
5. are otherwise in accordance with the terms and conditions of this Agreement, the FDEM Agreements, Title V of the CARES Act, and all other applicable laws, rules, regulations, and guidance.

B. Subrecipient shall expend 100% of the total amount described in paragraph A on or before November 30, 2020, unless the County approves an extension in writing. Subrecipient shall be ineligible to apply for and receive additional funding under Section 5 of this Agreement ("Phase 2") until all funds disbursed to Subrecipient under this Section 4 have been fully expended, as confirmed to the satisfaction of the County. In the event Subrecipient has not expended 100% of the total amount described in paragraph A above on or before November 30, 2020, Subrecipient shall be required to refund to County all such unexpended funds no later than December 15, 2020.

C. Upon Subrecipient's expenditure of 100% of the total amount described in paragraph A above, Subrecipient shall submit sufficient supporting documentation to the satisfaction of the County demonstrating that all funds have been expended on eligible and allowable costs consistent with paragraph A above. The minimum requirements regarding such Supporting Documentation are set forth in **Attachment C, Supporting Documentation Requirements**, as may be altered or supplemented by the County through memoranda and other guidance issued to the Subrecipient from time to time. In the event the County determines the Supporting Documentation submitted by the Subrecipient is insufficient to enable it to evaluate the allowability and eligibility of costs, the Subrecipient shall furnish additional Supporting Documentation to the satisfaction of the County. Subrecipient shall also submit a certification, signed by an official who is authorized to legally bind the Subrecipient, that reads as follows:

By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal

award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729–3730 and 3801–3812).

D. In the event the County, in its sole and reasonable opinion, determines that any amount of the funds disbursed to Subrecipient pursuant to its Phase 1 allocation described in paragraph A above were expended on unallowable or ineligible costs, the County shall promptly notify the Subrecipient pursuant to Section 11 of this Agreement and the County may take one or more of the following actions:

1. Determine that the Subrecipient is ineligible to receive any funding under Phase 2 described in Section 5 hereof;
2. Offset any amounts determined to be unallowable or ineligible against reimbursement requests made by Subrecipient under its Phase 2 allocation described in Section 5 hereof; or
3. Pursue any of the remedies or financial consequences described in Section 11 hereof.

SECTION 5. PHASE 2 ALLOCATION; ELIGIBLE COSTS; SUPPORTING DOCUMENTATION; PROCESSING OF REIMBURSEMENT REQUESTS.

A. Phase 2 – Remaining 75% Allocation. Upon Subrecipient's expenditure of 100% of the total amount of its Phase 1 allocation as described in Section 4 hereof, subject to the terms and conditions of this Agreement, the County shall pay the Subrecipient, on a cost reimbursement basis, up to a maximum of \$1,864,494.00 (less any funding that is utilized as part of a County, countywide community assistance program), under this Agreement to implement the projects and/or activities described in the SEP. This is contingent upon the County first receiving and executing an agreement/amendment with FDEM that addresses the terms and conditions of use of the remaining 75% allocation of funding. It is understood and agreed that any additional funds necessary in connection with the projects and/or activities described in the SEP above and beyond this amount are the sole responsibility of the Subrecipient. Advance payment of Phase 2 funds to the Subrecipient under this Agreement shall not be permitted. Under Phase 2 of this Agreement as described in this Section, the Subrecipient shall be reimbursed on a cost reimbursement basis for eligible and allowable costs incurred by Subrecipient in the implementation of the projects and/or activities described in the SEP as such costs are incurred. Eligible and allowable costs are defined as costs that:

1. are necessary expenditures incurred due to the public health emergency with respect to the COVID-19;
2. were not accounted for in the Subrecipient's budget most recently approved as of March 27, 2020;

3. were incurred during the Covered Period;
4. are described in the SEP; and
5. are otherwise in accordance with the terms and conditions of this Agreement, the FDEM Agreements, Title V of the CARES Act, and all other applicable laws, rules, regulations, and guidance.

Costs that do not satisfy all of the above-required conditions shall be ineligible for reimbursement under this Agreement.

B. All reimbursement requests shall be submitted to the County through the County Attorney's office, who will be sending out further instructions as to submittal, as further described in paragraph E below. To be eligible for reimbursement under this Agreement, Subrecipient shall submit sufficient documentation to the satisfaction of the County demonstrating that Subrecipient is legally obligated to pay the costs for which reimbursement is sought. All reimbursement requests must include a certification, signed by an official who is authorized to legally bind the Subrecipient, that reads as follows:

By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729–3730 and 3801–3812).

C. All requests for reimbursement under this Agreement shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof. All costs must be incurred on or before November 30, 2020, and a final payment request should be submitted to the County no later than such date to ensure the County and FDEM have adequate time to process the request. For a cost to have been considered "incurred," performance or delivery must occur during the Covered Period but payment of funds need not be made during that time (though payment shall occur within 90 days of a cost being incurred). For instance, in the case of a lease of equipment or other property, irrespective of when payment occurs, the cost of a lease payment shall be considered to have been incurred for the period of the lease that is within the Covered Period, but not otherwise. Furthermore, in all cases it must be necessary that performance or delivery take place during the Covered Period.

D. The County requires detailed documentation of all costs for which reimbursement is sought under this Agreement ("Supporting Documentation"). The minimum requirements regarding such Supporting Documentation are set forth in **Attachment C, Supporting Documentation Requirements**. Each payment request submitted by the Subrecipient shall be

accompanied by sufficient Supporting Documentation substantiating all costs incurred and for which reimbursement is sought, to the satisfaction of the County. In the event the County determines the Supporting Documentation submitted by the Subrecipient is insufficient to enable it to evaluate the allowability and eligibility of costs, the Subrecipient shall furnish additional Supporting Documentation to the satisfaction of the County.

E. Processing of Reimbursement Requests. No more frequently than once every month, the Subrecipient may request reimbursement from the County for costs incurred by Subrecipient under this Agreement for which actual payment has been made. All payment requests shall be submitted using the Payment Request Form made available by the County and shall be accompanied by sufficient Supporting Documentation (collectively the Payment Request Form and any Supporting Documentation shall hereinafter be referred to as the "Payment Request"). Additionally, at the time of each Payment Request, Subrecipient shall submit a "Progress Report" utilizing a form for same made available by the County, which shall describe the nature of the projects and/or activities being funded.

F. Within ten (10) days after receipt of the Payment Request, the County shall, in its sole discretion, determine if the Payment Request, or any portion thereof, is acceptable and in strict compliance with the terms of this Agreement. If it is determined there are any errors in the Payment Request or if additional Supporting Documentation is required, the County shall notify the Subrecipient within fifteen (15) days of receipt of such Payment Request. The Subrecipient shall submit a revised Payment Request within ten (10) days of receipt of notice from the County. The County reserves the right to delay or deny any Payment Request containing errors or lacking sufficient Supporting Documentation until such deficiencies are corrected to the satisfaction of the County.

G. Upon determination by the County that the Payment Request is sufficient, the County shall, in its sole discretion, either: (1) if permitted by FDEM, initiate the reimbursement process through FDEM in accordance with the FDEM Agreements and FDEM's applicable policies and procedures; or (2) reimburse the Subrecipient directly and seek reimbursement through FDEM.

SECTION 6. ACCOUNTING; DUPLICATION OF BENEFIT.

A. Accounting. Subrecipient's accounting and financial management system shall be sufficient to permit the preparation of reports required in connection with this Agreement and the tracing of funds to a level of expenditures adequate to establish that such funds have been used pursuant to the terms of this Agreement. All payments to Subrecipient contemplated under this Agreement may be contingent upon certification of the Subrecipient's financial management system in accordance with this requirement. Subrecipient must ensure that all sub-subrecipients comply with the provisions of this paragraph.

B. Duplication of Benefit. Subrecipient hereby certifies and affirms that the projects and/or activities to be funded under this Agreement shall not result in a prohibited duplication of the benefits obtained by Subrecipient, any sub-sub recipient (as defined in 2 C.F.R. §§ 200.92-93),

or any individual or entity that is a beneficiary of such projects and/or activities from other Non-Title V CARES Act programs, other local, state, or federal funding sources (e.g. the Stafford Disaster Relief and Emergency Assistance Act, etc.), private insurance, or other private organizations. It is Subrecipient's responsibility and obligation to implement processes and procedures to select and subsequently monitor all sub-subrecipients, individuals, and entities receiving funds under this Agreement to ensure compliance with this paragraph. All agreements entered into between Subrecipient and any sub-subrecipient, individual, or entity providing for the subaward or payment of funds under this Agreement shall contain provisions permitting the Subrecipient to recapture funds provided under this Agreement in the event an impermissible duplication of benefit is discovered. Subrecipient acknowledges and agrees that it has an affirmative obligation to promptly identify and report any duplication of benefits to the County. In the event that the Subrecipient recovers costs incurred under this Agreement and reimbursed by the County from another source, the Subrecipient shall reimburse the County for all recovered funds originally provided under this Agreement. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the payment(s) are recovered by the Subrecipient to the date repayment is made to the County by the Subrecipient.

SECTION 7. PAYMENTS TO SUBRECIPIENT SUBJECT TO AVAILABILITY OF FUNDS.

The County's performance and obligation to pay Subrecipient under this Agreement is expressly contingent upon the County's actual receipt of applicable funding from FDEM. Authorization for continuation and completion of the projects and/or activities described in the SEP and payment associated therewith may be rescinded by the County at its discretion, upon proper notice to Subrecipient, if the funding from FDEP contemplated under this Agreement is reduced or eliminated.

SECTION 8. REPORTING REQUIREMENTS.

A. Financial and Performance Reports. Reports are due to the County no later than five (5) days after the end of each period listed below:

September 30 due October 5
October 30 due November 5
November 30 due December 5
December 30 due January 5
January 31 due February 5

The report shall appear on subrecipient letterhead and outline progress of items to date. The report should also contain a schedule of total subaward; list request(s) for reimbursements submitted and remaining award. The report should list each cash receipt from the County with date received and receipt number.

B. Final Project Report. Within twenty (20) days following the final cash payment to Subrecipient under this Agreement, Subrecipient shall submit a "Final Project Report," in which

the Subrecipient shall describe the status of the Subrecipient's implementation of all projects and/or activities undertaken under this Agreement. The Final Project Report shall further include an accounting of all costs and expenses incurred by Subrecipient and such other information as the County deems necessary to facilitate close out of the FDEM Agreements and permit the County to meet all of its obligations and requirements under same.

C. Funding Accountability and Transparency Act. Because of the federal funds awarded under this Agreement, the County must comply with the Funding Accountability and Transparency Act of 2006 ("FFATA"). FFATA requires that information on federal awards (federal financial assistance and expenditures) be made available to the public via a single, searchable website, www.USASpending.gov. Grant recipients awarded a new Federal grant greater than or equal to \$25,000 awarded on or after October 1, 2010, are subject to FFATA. The Subrecipient agrees to assist the County in providing the information necessary, over the life of this Agreement, for the County to comply with its reporting obligations under FFATA.

D. Nonconsumable and/or nonexpendable personal property or equipment that costs \$1,000 or more purchased by Subrecipient is subject to the requirements set forth in Chapter 274, F.S., Chapter 69I-73, F.A.C., and 2 C.F.R. Part 200 (for equipment in excess of \$5,000), as applicable. The Subrecipient shall be responsible for maintaining appropriate property records for any subcontracts that include the purchase of equipment as part of the delivery of services. The Subrecipient shall comply with this requirement and ensure its subcontracts issued under this Agreement, if any, impose this requirement, in writing, on its subcontractors.

SECTION 9. INDEMNIFICATION.

To the fullest extent permitted by law, Subrecipient shall indemnify, defend (by counsel reasonably acceptable to the County) protect and hold the County, and its officers, employees, contractors, and agents, free and harmless from and against any and all claims, actions, causes of action, liabilities, penalties, forfeitures, damages, losses and expenses (including, without limitation, attorney's fees and costs during negotiation, through litigation and all appeals therefrom), or death of or injury to any person or damage to any property whatsoever, arising out of or resulting from this Agreement or Subrecipient's performance of the projects and/or activities contemplated in the SEP. It is specifically agreed by and between the Parties that, in accordance with section 768.28 Florida Statutes, neither Party waives any defense of sovereign immunity.

SECTION 10. DEFAULT; TERMINATION; FORCE MAJEURE.

A. Termination for Cause.

1. By County. The County may terminate this Agreement for cause at any time if any covenant, warranty, or representation made by Subrecipient in this Agreement, the SEP, or in any application materials for funding submitted to the County in connection with this Agreement shall at any time be false or misleading in any respect, or in the event of the failure of the Subrecipient to comply with the terms and conditions of this Agreement. Prior to termination, the

County shall provide fifteen (15) days written notice of its intent to terminate and shall provide the Subrecipient an opportunity to consult with the County regarding the reason(s) for termination.

2. By Subrecipient. Subrecipient may terminate this Agreement for cause at any time if the County fails to fulfill any of its responsibilities or obligations under this Agreement. Prior to termination, Subrecipient shall provide fifteen (15) days written notice of its intent to terminate setting forth the reasons for such termination, and shall provide the County an opportunity to consult with the Subrecipient regarding the reasons for termination.

B. Termination for Convenience. This Agreement may be terminated for convenience by either Party upon providing the non-terminating Party with ten (10) days written notice.

C. Termination due to Unavailability of Funds. In the event the FDEM Agreements are terminated by FDEM or the funding contemplated under the FDEM Agreements is either reduced or eliminated for any reason, this Agreement may be terminated by the County immediately upon providing written notice to the Subrecipient.

D. Force Majeure. If a force majeure event occurs that causes delays or the reasonable likelihood of delay in the fulfillment of the requirements of this Agreement, the Subrecipient shall promptly notify the County in writing of the anticipated length and cause of the delay, the measures taken or to be taken to minimize the delay and the Subrecipient's intended timetable for implementation of such measures. If the Parties agree that the delay or anticipated delay was caused, or will be caused by a force majeure, the County may, at its discretion, extend the time for performance under this Agreement for a period of time equal to the delay resulting from the force majeure upon execution of an amendment to this Agreement. Such agreement shall be evidenced by an Amendment to the Agreement in accordance with Section 24 hereof. For purposes of this Agreement, "force majeure event" shall be defined as an act of God, strike, lockout, or other industrial disturbance, act of the public enemy, war, blockade, public riot, lightning, fire, flood, explosion, failure to receive timely necessary third party approvals through no fault of the Subrecipient, and any other cause, whether of the kind specifically enumerated herein or otherwise, that is not reasonably within the control of the Subrecipient and/or the County. Failure to perform by the Subrecipient's consultant(s) or subcontractor(s) shall not constitute a force majeure event.

E. Effect of Termination. Costs incurred by the Subrecipient after termination of this Agreement shall not be reimbursable unless expressly authorized by the County prior to the effective date of termination.

SECTION 11. REMEDIES; FINANCIAL CONSEQUENCES.

A. In the event that a task, deliverable, or activity to be performed under this Agreement is deemed unsatisfactory by the County, the Subrecipient shall re-perform same, at no additional cost to the County, within twenty (20) days of being notified of the unsatisfactory task, deliverable, or activity, or within such other timeframe as is specified in writing by the County. If such task, deliverable, or activity is not satisfactorily performed within the specified timeframe, the County may, in its sole discretion, terminate this Agreement for cause in accordance with Section 10 hereof.

B. If the Subrecipient materially fails to comply with the terms and conditions of this Agreement, including any federal or state statutes, rules, policies, or regulations, applicable to this Agreement, the County may, in its sole discretion, take one or more of the following actions:

1. Temporarily withhold cash payments to the Subrecipient pending correction of the deficiency by the Subrecipient or more severe enforcement action by the County or FDEM.

2. Disallow (i.e. deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance.

3. Wholly or partly suspend or terminate this Agreement.

4. Initiate suspension or debarment proceedings as authorized under 2 C.F.R. Part 180 or other applicable federal regulations (or recommend such a proceeding be initiated by FDEM or the Department of the Treasury).

5. Withhold future requests for reimbursement to Subrecipient under this Agreement and any other Agreement between the Parties providing for the subaward of funds from the Coronavirus Relief Fund.

6. Demand a refund, either in whole or in part, of the portion of funds provided to the Subrecipient under this Agreement that are non-compliant with the material terms of this Agreement. The Subrecipient, upon such written notification from the County, shall refund, and shall forthwith pay to the County, the portion of funds provided to the Subrecipient under this Agreement that are non-compliant with the material terms of this Agreement. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the original payment(s) are received from the County by the Subrecipient to the date repayment is made by the Subrecipient to the County.

7. Take any other remedy that may be available to the County at law or equity.

8. Costs of the Subrecipient resulting from obligations incurred by the Subrecipient during a suspension or after termination of the Agreement are not allowable unless the County expressly authorizes them in the notice of suspension or termination. Other Subrecipient costs during suspension or after termination that are necessary and not reasonably avoidable are allowable if the following apply:

a. The costs result from obligations which were properly incurred by the Subrecipient before the effective date of suspension or termination, are not in anticipation of it, and in the case of termination, are non-cancellable; and

b. The cost would be allowable if the Agreement were not suspended or expired normally at the end of the funding period in which the termination takes place.

C. CARES Act-Specific Remedies for Noncompliance. In addition to the remedies available in the paragraphs above, the Subrecipient is subject to any CARES Act-specific remedies for noncompliance outlined in the CARES Act and any implementing laws, rules, regulations, and guidance.

D. State and Federal Clawbacks. In the event FDEM, Department of the Treasury, or such other state or federal entity having jurisdiction at any time demands the return of funds paid to Subrecipient pursuant to this Agreement following a state or federal audit or otherwise for any reason, including but not limited to situations where costs paid with such funds were determined to be ineligible or unallowable, Subrecipient shall be solely liable for any such amounts and shall return the full amount of the funds in question to the County promptly upon demand. If Subrecipient fails to comply with its obligation to return funds pursuant to this paragraph, the County may withhold future requests for reimbursement to Subrecipient under this Agreement or any other Agreement between the Parties providing for the subaward of Coronavirus Relief Funds or pursue any other remedy described in paragraph (B) above or available at law or in equity.

E. The Parties acknowledge and agree that the remedies provided in this Section 11 are separate and apart from the indemnification provisions set forth in Section 9 hereof and that sovereign immunity shall not be a defense to any of the contractual obligations imposed on the Parties in this Section.

SECTION 12. AUDITS; MONITORING.

A. In the event that the Subrecipient expends Seven Hundred Fifty Thousand Dollars (\$750,000.00) or more in Federal awards in its fiscal year, the Subrecipient must have a single or program-specific audit conducted within nine (9) months of the end of the Subrecipient's audit period, in accordance with the provisions of 2 C.F.R. Part 200. In determining the Federal awards expended in its fiscal year, the Subrecipient shall consider all sources of Federal awards, including Federal financial assistance received from the County under this Agreement. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by 2 C.F.R. Part 200. An audit of the Subrecipient conducted by the Auditor General in accordance with the provision of 2 C.F.R. Part 200 will meet the requirements of this part.

B. If the Subrecipient expends less than Seven Hundred Fifty Thousand Dollars (\$750,000.00) in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of 2 C.F.R. Part 200, as revised, is not required for that year, except as noted in 2 C.F.R. § 200.503. In the event that the Subrecipient expends less than Seven Hundred Fifty Thousand Dollars (\$750,000.00) in Federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 C.F.R. Part 200, as revised, the cost of the audit must be paid from non-Federal resources. In accordance with 2 C.F.R. § 200.501(d), records must be available for review or audit by appropriate officials of FDEM, the County, the Department of the Treasury, and the U.S. Government Accountability Office (GAO).

C. Upon completion of the audit required in this Section, Subrecipient shall promptly transmit a copy of the Subrecipient's audit report to the County. Subrecipient's failure to have an audit conducted in accordance with this Section or failure to implement corrective action in

response to any audit findings may result in the County's imposition of remedies as provided in Section 10 hereof.

D. In addition to reviews of audits conducted in accordance with 2 C.F.R. Part 200, monitoring procedures under this Agreement may include, but not be limited to, on-site visits by the County and/or FDEM; limited-scope audits as defined by 2 C.F.R. Part 200; submittal and review of financial management statements; and/or other procedures. By entering into this Agreement, the Subrecipient agrees to comply and cooperate with any reasonable monitoring procedures/processes deemed appropriate by the County and/or FDEM. In the event the County determines that a limited-scope audit of the Subrecipient is appropriate, the Subrecipient agrees to comply with any additional instructions provided by the County and/or FDEM to the Subrecipient regarding such audit. The Subrecipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the County and/or FDEM.

SECTION 13. SUBCONTRACTS; PROCUREMENT; SUBAWARDS.

A. In procuring goods and services under this Agreement, the Subrecipient shall use its own documented procurement procedures, provided that such procurements conform to applicable state and federal law.

B. The Subrecipient may subcontract work under this Agreement as necessary without the prior written consent of the County, subject to the any conditions or limitations imposed by applicable state and federal law and Section 22 hereof concerning debarred/suspended contractors. Regardless of any subcontract, the Subrecipient is ultimately responsible for all projects, programs, activities, and services undertaken by subcontractors under this Agreement. The Subrecipient agrees to be responsible for the fulfillment of all work elements included in any subcontract and agrees to be responsible for the payment of all monies due under any subcontract. It is understood and agreed by the Subrecipient that the County shall not be liable to any subcontractor for any expenses or liabilities incurred under the subcontract and that the Subrecipient shall be solely liable to the subcontractor for all expenses and liabilities incurred under the subcontract.

C. Subcontractor Determinations and Monitoring. In selecting and monitoring subcontractors, the Subrecipient shall comply with 2 C.F.R. §§ 200.330-332. The Subrecipient shall monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports maintained by the Subrecipient and supported with documented evidence of follow-up actions taken to correct areas of noncompliance, where applicable. Such summaries and documents shall be submitted to the County upon request.

D. Affirmative Action. The County supports diversity in its procurement program and requires that all subcontracting opportunities afforded by this Agreement embrace and encourage diversity. The Subrecipient's award of subcontracts should reflect the diversity of the citizens of the State of Florida. In accordance with 2 C.F.R. § 200.321, the Subrecipient and its subcontractors must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. The Subrecipient agrees to use affirmative steps, and to require its subcontractors and sub-subrecipients to utilize affirmative

steps, to ensure that minority businesses and women's business enterprises are used when possible. Such affirmative steps shall at a minimum 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, or women's business enterprises;
5. Utilizing services and assistance, as appropriate, of such organizations as the Small Business Administration, the Minority Business Development Agency of the Department of the Commerce, the Florida Department of Management Services (Office of Supplier Diversity), the Florida Department of Transportation, Minority Business Development Center, and Local Government M/DBE programs; and
6. Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed above in subparagraphs (1) through (5).
7. As used herein, the term "minority and women business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. Prior to award of any subcontract under this Agreement, Subrecipient shall document its efforts made to comply with the requirements of this paragraph. The Subrecipient shall state that it is an Equal Opportunity or Affirmative-Action employer in all solicitations or advertisements for subcontractors or employees who shall perform work under this Agreement.
8. The requirement outlined in subparagraphs (1) through (5) above does not impose an obligation to set aside either the solicitation or award of a contract to these types of firms. Rather, the requirement only imposes an obligation to carry out and document the six affirmative steps identified above.
9. The requirements described in subparagraphs (1) through (5) above outlines the affirmative steps that the Subrecipient must take; the requirements do not preclude the Subrecipient from undertaking additional steps to involve small and minority businesses and women's business enterprises.
10. The requirement to divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises, does not authorize the Subrecipient to break a single project

down into smaller components in order to circumvent the micro-purchase or small purchase thresholds so as to utilize streamlined acquisition procedures (e.g. "project splitting").

E. Equal Opportunity. During the performance of this Agreement, the Subrecipient agrees as follows:

1. The Subrecipient will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Subrecipient will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Subrecipient agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

2. The Subrecipient will, in all solicitations or advertisements for employees placed by or on behalf of the Subrecipient, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

3. The Subrecipient will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Subrecipient's legal duty to furnish information.

4. The Subrecipient will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the Subrecipient's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

5. The Subrecipient will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

6. The Subrecipient will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and

accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

7. In the event of the Subrecipient's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the Subrecipient may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

8. The Subrecipient shall include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each sub-subrecipient or vendor. The Subrecipient will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event the Subrecipient becomes involved in, or is threatened with, litigation with a sub-subrecipient or vendor as a result of such direction, the Subrecipient may request the United States to enter into such litigation to protect the interests of the United States.

F. Sub-Awards. The Subrecipient may enter into subaward agreements to provide for the distribution of funds under this Agreement to eligible sub-subrecipients (as defined in 2 C.F.R. §§ 200.92-93) without the prior written consent of the County. Regardless of any subaward, the Subrecipient is ultimately responsible for all projects, programs, services, and activities undertaken by sub-subrecipients under this Agreement. All such sub-subrecipients shall be subject to the same performance, financial, and reporting requirements as the Subrecipient. In selecting, monitoring, and contracting with sub-subrecipients, the Subrecipient shall comply with 2 C.F.R. §§ 200.330-332. The Subrecipient shall monitor all sub-subrecipients on a regular basis to ensure compliance with this Agreement and all applicable laws, rules, and regulations. Results of monitoring efforts shall be summarized in written reports maintained by the Subrecipient and supported with documented evidence of follow-up actions taken to correct areas of noncompliance, where applicable. Such summaries and documents shall be submitted to the County upon request.

G. Prompt Payment Act. As described in Sections 4 and 5 hereof, Subrecipient agrees and acknowledges that payments made under this Agreement are from federal funds and contingent upon prior approval as to the allowability and eligibility of the costs for which payment is requested by both the County and FDEM. Where applicable, Subrecipient is encouraged to include appropriate provisions regarding its obligations under chapter 218, Part VII, the Local Government Prompt Payment Act, stating that payment to subcontractors is contingent on receipt of federal funds or federal approval.

H. Scrutinized Companies. Subrecipient agrees to observe the requirements of Section 287.135, F.S., for applicable subcontracts and subawards entered into under this Agreement.

SECTION 14. CLOSEOUT.

A. The County will close out this Agreement when it determines that all projects and/or activities and all applicable administrative actions have been completed. Unless an extension is approved by the County, within twenty (20) days after the Termination Date, the Subrecipient must submit any outstanding reports, including the Final Project Report, as well as any required reporting on sub-awards, and must refund to the County any balances of unobligated cash that the County paid in advance or paid and that is not authorized to be retained by the Subrecipient entity for use in other projects. Within thirty (30) days after receipt of all outstanding reports, the County will make upward or downward adjustments to the allowable costs, and then make prompt payments to Subrecipient for remaining allowable reimbursable costs. The closeout of this Agreement does not affect any of the following:

1. The right of the County or FDEM to disallow costs and recover funds on the basis of a later audit or other review;
2. The obligation of the Subrecipient to return any funds due as a result of later refunds, corrections, or other transactions including final indirect cost rate adjustments; or
3. The Subrecipient's obligations regarding audits, property management and disposition (if applicable), and records retention.

B. Unless an extension is approved by the County, the Subrecipient must liquidate all obligations incurred under this Agreement within ninety (90) days after the Termination Date.

SECTION 15. LOBBYING PROHIBITION; CONFLICTS OF INTEREST.

The Subrecipient agrees to comply with, and include in subcontracts and subawards, the following provisions:

A. The Subrecipient certifies that no Federal appropriated funds have been paid or will be paid, by or on behalf of the Subrecipient, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

B. The Subrecipient certifies that no funds provided under this Agreement have been used or will be used to engage in the lobbying of the Federal Government or in litigation against the United States unless authorized under existing law.

C. Pursuant to 2 C.F.R. §200.450 and 2 C.F.R. §200.454(e), the Subrecipient is hereby prohibited from using funds provided by this Agreement for membership dues to any entity or organization engaged in lobbying activities.

D. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Subrecipient shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities."

E. Hatch Act. In accordance with the provisions of the Hatch Act (5 U.S.C. 1501-1508 and 7324-7328), no funds provided, nor personnel employed under this Agreement, shall be in any way or any extent engaged in the conduct of political activities.

SECTION 16. COMPLIANCE WITH LAWS.

The Subrecipient shall comply with all applicable federal, state and local laws, rules, and regulations, and County policies and regulations in performing under this Agreement, including but not limited to the federal laws, regulations rules, policies, and executive orders described in **Attachments D-1, D-2, and D-3** hereto. The failure of this Agreement to specifically reference a particular federal or state law or regulation, or policy or regulation shall not excuse Subrecipient from compliance with same to the extent such law, regulation, or policy is applicable to Subrecipient's performance under this Agreement. The Subrecipient further agrees to include this provision in all subcontracts entered into under this Agreement.

SECTION 17. NOTICE.

All notices and written communication between the Parties shall be sent by electronic mail, U.S. Mail, a courier delivery service, or delivered in person. Notices shall be considered delivered when reflected by an electronic mail read receipt (or when receipt is otherwise acknowledged), a courier service delivery receipt, other mail service delivery receipt, or when receipt is acknowledged by recipient. Any and all notices required by this Agreement shall be delivered to the Parties' respective contact persons at the addresses identified in Section 18. This Section shall not preclude routine communication by the Parties by other means.

SECTION 18. CONTACTS.

All notices required or permitted under this Agreement shall be directed to the following contact persons:

County

Jane Evans, Grants & RESTORE Manager
1250 North Eglin Parkway, Ste 102
Shalimar, FL 32579
jevans@myokaloosa.com
850-651-7521

Kerry Parsons, Assistant County Attorney

Nabors, Giblin & Nickerson
1500 Mahan Drive, Ste 200
Tallahassee, FL 32308
kparsons@ngnlaw.com

Subrecipient

Project Manager

City of Destin, Florida
4200 Indian Bayou Trail
Destin, FL 32541
Jeff Cozadd
jcozadd@cityofdestin.com
(850) 2789-4228

Kyle S. Bauman, City Attorney
Anchors Smith Grimsley, PLC
909 Mar Walt Drive, Ste. 1014
Fort Walton Beach, FL 32547
kbauman@asglegal.com

Either Party may change the above-described contact information by giving notice of such change to the other party Pursuant to Section 17 hereof.

SECTION 19. REAL PROPERTY; EQUIPMENT.

A. If Subrecipient acquires an interest in real property utilizing funds under this Agreement, Subrecipient acknowledges and shall comply with 2 C.F.R. § 200.311 and other applicable laws, rules, and regulations, including, but not limited to CARES Act guidance issued by the Department of the Treasury. Pursuant to same, except as otherwise expressly authorized by the County, real property acquired under this Agreement must be used for the originally authorized purpose as long as needed for that purpose, during which time the Subrecipient entity must not dispose of or encumber its title or any other interest therein.

B. Subrecipient's acquisition, use, management, and disposition of equipment under this Agreement shall be in compliance with 2 C.F.R. §§ 200.313 and 200.439 and other applicable laws, rules, and regulations, including, but not limited to CARES Act guidance issued by the Department of the Treasury.

SECTION 20. UNAUTHORIZED EMPLOYMENT.

The employment of unauthorized aliens by any Subrecipient/subcontractor is considered a violation of Section 274A(e) of the Immigration and Nationality Act. If the Subrecipient/subcontractor knowingly employs unauthorized aliens, such violation shall be cause

for unilateral cancellation of this Agreement. The Subrecipient shall be responsible for including this provision in all subcontracts with private organizations issued as a result of this Agreement.

SECTION 21. NON-DISCRIMINATION.

A. No person, on the grounds of race, creed, color, religion, national origin, age, gender, or disability, shall be excluded from participation in, be denied the proceeds or benefits of, or be otherwise subjected to discrimination in performance of this Agreement. Subrecipient and its subcontractors shall comply with the all federal and state laws, rules, regulations, policies and executive orders relating to non-discrimination, including but not limited to those contained in **Attachment D-2, Federal Non-Discrimination Provisions.**

B. An entity or affiliate who has been placed on the State of Florida's discriminatory vendor list may not submit a bid on a contract to provide goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not award or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and posts the list on its website, https://www.dms.myflorida.com/business_operations/state_purchasing/vendor_information/convicted_suspended_discriminatory_complaints_vendor_lists.

SECTION 22. DEBARMENT/SUSPENSION.

In accordance with Presidential Executive Order 12549, Debarment and Suspension (2 C.F.R. Part 180), the Subrecipient agrees and certifies that neither it, nor its principals, is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency; and, that the Subrecipient shall not enter into any lower tier contract, or other covered transaction, with a person who is similarly debarred or suspended from participating in this covered transaction.. The Subrecipient is responsible for reviewing the status of all proposed subcontractors and subawardees in the System for Award Management (SAM) at <https://sam.gov/SAM/> before entering into any subcontract or sub-award under this Agreement. The Subrecipient shall include language incorporating the requirements of this Section in all subcontracts or lower tier agreements executed under this Agreement.

SECTION 23. PHYSICAL ACCESS AND INSPECTION.

As applicable, County and FDEM agents and personnel shall be given access to and may observe and inspect projects, activities, and work being performed under this Agreement.

SECTION 24. AMENDMENTS.

All amendments are subject to the mutual agreement of both Parties as evidenced in writing. Any amendments to the SEP shall require the approval of the County in writing.

SECTION 25. PERMITS.

The Subrecipient expressly acknowledges that receipt of the financial assistance provided for under this Agreement does not imply nor guarantee that a federal, state or local permit will be issued for a particular project or activity. Further, the Subrecipient agrees to ensure that all necessary permits are obtained prior to implementation of any activity funded under this Agreement that may fall under applicable federal, state or local laws.

SECTION 26. RECORDS; ACCESS TO RECORDS AND PERSONNEL.

A. Subrecipient shall retain all records generated under this Agreement in accordance with 2 C.F.R. § 200.333.

B. Subrecipient shall comply with the Florida Public Records Law, codified at Chapter 119, F.S. Records made or received in conjunction with this Agreement are public records under Florida law. Subrecipient shall keep and maintain public records generated by the Subrecipient in association with its performance of this Agreement.

C. This Agreement may be unilaterally canceled by the County for refusal by the Subrecipient to either provide to the County upon request, or to allow inspection and copying of, all public records made or received by the Subrecipient in conjunction with this Agreement and subject to disclosure under Chapter 119, F.S.

D. IF THE SUBRECIPIENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE SUBRECIPIENT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE COUNTY'S CUSTODIAN OF PUBLIC RECORDS BY TELEPHONE AT OKALOOSA COUNTY RISK MANAGEMENT DEPARTMENT 302 N. WILSON ST., CRESTVIEW, FL 32536 PHONE: (850) 689-5977 riskinfo@myokaloosa.com.

E. The Subrecipient acknowledges and agrees that the County, FDEM, the U.S. Department of Treasury, the Treasury Office of Inspector General, the Comptroller General of the United States (Government Accountability Office (GAO)), or their authorized representatives, shall have timely and unrestricted access to any pertinent books, documents, papers, and records, whether written, printed, recorded, produced, or reproduced by any electronic, mechanical, magnetic, or other process or medium, in order to make audits, inspections, investigations, excerpts, transcripts, or other examinations as authorized by law. This also includes timely and reasonable access to the Subrecipient's personnel for the purpose of interview and discussion related to such documents. In the event any work is subawarded or subcontracted, the Subrecipient

shall similarly require each sub-subrecipient and subcontractor to maintain and allow access to such records for audit purposes.

F. The County, FDEM, the U.S. Department of Treasury, the Treasury Office of Inspector General, the Comptroller General of the United States (GAO), or their authorized representatives shall have the right during normal business hours to conduct announced and unannounced onsite and offsite physical visits of the Subrecipient and their subcontractors corresponding to the duration of their records retention obligation for this Agreement.

G. The rights of access in this Section are not limited to the required retention period for the applicable records but last as long as the records are retained.

H. The Subrecipient agrees that if any litigation, claim, or audit is started before the expiration of the record retention period established above, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved and final action taken.

SECTION 27. MISCELLANEOUS.

A. Assignment. No assignment, delegation, transfer, or novation of this Agreement, or any part hereof, may be made unless in writing and signed by both Parties.

B. Execution in Counterparts. This Agreement, and any Amendments or Change Orders thereto, may be executed in multiple counterparts, each of which together shall be deemed an original, but all of which together shall constitute one and the same instrument. In the event that any signature is delivered by facsimile transmission or by email delivery of a “.pdf” format data file, such signature shall create a valid and binding obligation of the Party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or “.pdf” signature page were an original thereof.

C. Interpretation; Severability. This Agreement shall be construed in accordance with the laws of the State of Florida. Wherever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be prohibited or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement.

D. Entire Agreement; Joint Preparation. This Agreement represents the entire agreement of the Parties. Any alterations, variations, changes, modifications or waivers of provisions of this Agreement shall only be valid when they have been reduced to writing, duly signed by each of the Parties hereto, and attached to the original of this Agreement, unless otherwise provided herein. The Parties represent and agree that they have jointly negotiated this Agreement and have had the opportunity to consult with and be represented by their own competent counsel. This Agreement is therefore deemed to have been jointly prepared by the Parties and no part hereof shall be construed more severely against one of the Parties than the other.

City of Destin, Florida

Subaward

E. Venue. Venue for any litigation arising from this Agreement shall be in Okaloosa County, Florida.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed, the day and year last written below.

OKALOOSA COUNTY

CITY OF DESTIN, FLORIDA

By: _____

By: _____

John Hofstad, County Administrator
Print Name and Title

Lance Johnson, City Manager
Print Name and Title

Comment [PK1]: Insert name of person signing

Date: _____

Date: _____

Attest:

Attest:

By: _____

By: _____

Print Name and Title

Rey Bailey, City Clerk
Print Name and Title

ATTACHMENT A

FEDERAL FINANCIAL ASSISTANCE

See attached CARES ACT FUNDING AGREEMENT

**Between Florida Division of Emergency Management and Okaloosa County,
Florida**

**Y2276
(19 PAGES)**

City of Destin, Florida

Subaward

ATTACHMENT B

Comment [PK2]: Insert City's Plan

SUBRECIPIENT EXPENDITURE PLAN

Project Number 1:

Project Number 2:

ATTACHMENT C

SUPPORTING DOCUMENTATION REQUIREMENTS

The subrecipient should prepare a cover page on their letterhead with the date of the reimbursement request and amount with the required certification as noted in this agreement. The cover page should be signed by person authorized to obligate the subrecipient.

An Excel spreadsheet will be provided to the subrecipient to prepare a reimbursement request summary. Each line should have a unique sequence number which will correlate to the supporting documentation. That unique number should appear on the supporting documentation pages.

The minimum documentation should include:

Vendor payments:

Check copy

Invoice copy

Procurement:

Small purchase up to \$250,000.00

Justification of procurement method

Payroll:

Payroll register with check number; check date; employee name and total hours worked; total fringe benefits

Timesheet

Fringe Benefit rate calculation

In-house equipment:

Description of equipment; record of usage; time used; equipment rate

Equipment rate basis

Costs incurred on or before September 30 must be submitted by October 5.

Costs related to Phase 1, the initial 25%, must be on separate reimbursement requests. All Phase 1 costs must be submitted and approved prior to submitting costs under Phase 2.

An updated Excel spreadsheet will be provided to the subrecipient for Phase 2.

ATTACHMENT D-1**FEDERAL PROVISIONS APPLICABLE TO SUBRECIPIENT**

The Project subject to this Agreement is fully or partially funded by Federal grants and therefore, the Subrecipient will be required to comply with the following provisions:

1. **Drug Free Workplace Requirements:** All Subrecipients and contractors entering into Federal funded contracts over the simplified acquisition threshold (as defined at 41 U.S.C. § 134) must comply with the Drug Free Workplace Act of 1988 (41 U.S.C. 8102), which requires the Subrecipient to take certain actions to provide a drug-free workplace.

2. **Davis-Bacon Act:** If applicable, the Subrecipient agrees to comply with all provisions of the Davis Bacon Act as amended (40 U.S.C. §§ 3141-3144 and 3136-3148), and to require all of its contractors performing work under this Agreement to adhere to same. The Subrecipient and its contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, the Subrecipient and its contractors are required to pay wages not less than once a week. If the grant award contains Davis Bacon provisions, the Subrecipient shall place a copy of the current prevailing wage determination issued by the Department of Labor in the solicitation documents. The decision to award a contract shall be conditioned upon the acceptance of the wage determination. The Subrecipient shall must report all suspected or reported violations of the Davis-Bacon Act to the County.

3. **Copeland Anti Kick Back Act:** Subrecipient and its contractors shall comply with all the requirements of the Copeland Anti-Kickback Act (18 U.S.C. § 874 and 40 U.S.C. § 3145, as supplemented by Department of Labor regulations at 29 CFR Part 3), which are incorporated by reference to this Agreement. Subrecipient and its contractors are prohibited from inducing by any means any person employed in the construction, completion or repair of public work to give up any part of the compensation to which he or she is otherwise entitled.

4. **Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 3701–3708):** Where applicable, all contracts awarded in excess of \$100,000 that involve the employment of mechanics or laborers must be in compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. § 3702 of the Act, each contractor is required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

5. **Debarment and Suspension (Executive Orders 12549 and 12689):** A contract award (see 2 CFR 180.220) must not be made under this Agreement to parties listed on the

government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR part 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), Debarment and Suspension. SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. The contractor shall certify compliance. The Subrecipient further agrees to include a provision requiring such compliance in its lower tier covered transactions and subcontracts, which shall read as follows:

Applicants or bidders for a lower tier covered transaction (except procurement contracts for goods and services under \$25,000 not requiring the consent of the County and/or the applicable state or federal entity) are subject to 2 C.F.R. Part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)." In addition, applicants or bidders for a lower tier covered transaction for a subaward, contract, or subcontract greater than \$100,000 of Federal funds at any tier are subject to relevant statutes, including among others, the provisions of 31 U.S.C. 1352, as well as the common rule, "New Restrictions on Lobbying," published at 55 FR 6736 (February 26, 1990), including definitions, and the Office of Management and Budget "Governmentwide Guidance for New Restrictions on Lobbying," and notices published at 54 FR 52306 (December 20, 1989), 55 FR 24540 (June 15, 1990), 57 FR 1772 (January 15, 1992), and 61 FR 1412 (January 19, 1996)

6. **Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352):** Subrecipients that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. § 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. The contractor shall certify compliance.

7. **501(c)(4) Entities.** The Lobbying Disclosure Act of 1995, as amended (2 U.S.C. §1601 *et seq.*), prohibits any organization described in Section 501(c)(4) of the Internal Revenue Code that engages in lobbying activities, from receiving federal funds, including through an award, grant, and/or subgrant. Subrecipient shall ensure that its contractors and sub-awardees comply with this requirement.

8. **Federal Changes:** Subrecipient shall comply with all applicable Federal agency regulations, policies, procedures and directives, including without limitation those listed directly or by reference, as they may be amended or promulgated from time to time during the term of the contract.

9. **Safeguarding Personal Identifiable Information:** Subrecipient and its contractors and subawardees will take reasonable measures to safeguard protected personally identifiable information and other information designated as sensitive by the awarding agency or is considered sensitive consistent with applicable Federal, state and/or local laws regarding privacy and obligations of confidentiality.

10. **Energy Policy and Conservation Act (43 U.S.C. §6201):** Contracts shall comply with mandatory standards and policies relating to energy efficiency, stating in the state energy conservation plan issued in compliance with the Energy Policy and Conservation act. (Pub. L. 94-163, 89 Stat. 871) [53 FR 8078, 8087, Mar. 11, 1988, as amended at 60 FR 19639, 19645, Apr. 19, 1995].

11. **Right to Inventions Under Federal Grants.** If applicable, Subrecipient shall comply with the requirements of 37 C.F.R. part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

ATTACHMENT D-2**FEDERAL NON-DISCRIMINATION PROVISIONS**

In performing under this Agreement, Subrecipient shall comply with the following federally mandated non-discrimination requirements, as applicable:

1. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.)
2. Title IX of the Education Amendments of 1972 (20 U.S.C. §§ 1681 et seq.)
3. Americans with Disabilities Act of 1990 (ADA) (42 U.S.C. §§ 12101 et seq.)
4. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794)
5. Revised ADA Standards for Accessible Design for Construction Awards
 - a. Title II of the Americans with Disabilities Act (ADA) (28 C.F.R. part 35; 75 FR 56164, as amended by 76 FR 13285)
 - b. Title III of the ADA (28 C.F.R. part 36; 75 FR 56164, as amended by 76 FR 13286)
6. Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.)
7. Parts II and III of EO 11246, "Equal Employment Opportunity," (30 FR 12319, 1965), as amended by EO 11375 (32 FR 14303, 1967)
8. EO 12086 "Consolidation of contract compliance functions for equal employment opportunity" (43 FR 46501, 1978), requiring federally assisted construction contracts to include the non-discrimination provisions of §§ 202 and 203 of EO 11246 "Equal Employment Opportunity" (41 C.F.R. § 60-1.4(b), 1991)
9. EO 13166 (August 11, 2000), "Improving Access to Services for Persons With Limited English Proficiency"
10. Pilot Program for Enhancement of Employee Whistleblower Protections. The National Defense Authorization Act (NDAA) for Fiscal Year (FY) 2013 (Pub. L. No. 112-239, enacted January 2, 2013 and codified at 41 U.S.C. § 4712)

ATTACHMENT D-3**ENVIRONMENTAL COMPLIANCE**

In performing under this Agreement, Subrecipient shall comply with all of the federal environmental statutes, regulations, and executive orders listed below, as applicable:

1. The National Environmental Policy Act (42 U.S.C. § 4321 et seq.)
2. The Endangered Species Act (16 U.S.C. § 1531 et seq.)
3. Magnuson-Stevens Fishery Conservation and Management Act (16 U.S.C. § 1801 et seq.)
4. Clean Water Act Section 404 (33 U.S.C. § 1344 et seq.)
5. The Migratory Bird Treaty Act (16 U.S.C. §§ 703-712); Bald and Golden Eagle Protection Act (16 U.S.C. § 668 et seq.), and Executive Order No. 13186, Responsibilities of Federal Agencies to Protect Migratory Birds
6. National Historic Preservation Act (54 U.S.C. § 300101 et seq.) and the Advisory Council on Historic Preservation Guidelines (36 CFR part 800)
7. Clean Air Act (42 U.S.C. § 7401 et seq.), Federal Water Pollution Control Act (33 U.S.C. § 1251 et seq.) (Clean Water Act), and Executive Order 11738 (“Providing for administration of the Clean Air Act and the Federal Water Pollution Control Act with respect to Federal contracts, grants or loans”)
8. The Flood Disaster Protection Act (42 U.S.C. § 4002 et seq.)
9. Executive Order 11988 (“Floodplain Management”) and Executive Order 11990 (“Protection of Wetlands”)
10. Executive Order 13112 (“Invasive Species”)
11. The Coastal Zone Management Act (16 U.S.C. § 1451 et seq.)
12. The Coastal Barriers Resources Act (16 U.S.C. § 3501 et seq.)
13. The Wild and Scenic Rivers Act (16 U.S.C. § 1271 et seq.)
14. The Safe Drinking Water Act (42 U.S.C. § 300 et seq.)
15. The Resource Conservation and Recovery Act (42 U.S.C. § 6901 et seq.)
16. The Comprehensive Environmental Response, Compensation, and Liability Act (Superfund) (42 U.S.C. § 9601 et seq.)

17. Executive Order 12898 (“Environmental Justice in Minority Populations and Low Income Populations”)

18. Rivers and Harbors Act (33 U.S.C. § 407)

19. Marine Protection, Research and Sanctuaries Act (Pub. L. 92-532, as amended), National Marine Sanctuaries Act (16 U.S.C. § 1431 et seq.), and Executive Order 13089 (“Coral Reef Protection”)

20. Farmland Protection Policy Act (7 U.S.C. 4201 et seq.)

21. Fish and Wildlife Coordination Act (16 U.S.C. 661 et seq.)

22. Pursuant to 2 CFR §200.322, Subrecipient and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

City of Destin, Florida

Subaward

ATTACHMENT E

CERTIFICATION REGARDING USE OF FUNDS

I, Lance Johnson, in my capacity as Chief Executive for the Subrecipient, hereby certify and affirm that the funds to be provided to Subrecipient under this Agreement, whether directly or on a reimbursement basis, shall only be used to cover those costs 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 the date of enactment of this section for the Subrecipient; and

(3) were incurred during the period that that begins on March 1, 2020, and ends on December 30, 2020, or such earlier date as may be provided in the Agreement.

CITY OF DESTIN, FLORIDA

By: _____

Lance Johnson, City Manager

Print Name and Title

Date: _____

Attest:

By: _____

Rey Bailey, City Clerk

Print Name and Title

Comment [PK3]: Insert name of individual signing on behalf of the City.

CATEGORY	ACTUAL EXP TO DATE	PROJECTED ESTIMATES	GRAND TOTAL
TELEWORK ACCESS FOR CITY STAFF	\$ 2,249		\$ 2,249
COUNCIL/CITIZEN GOV'T ACCESS	26,732		26,732
ANTI-VIRUS MEASURES	48,298	9,167	57,465
COVID WARNING SIGNAGE	2,306		2,306
SMALL BUSINESS GRANTS	103,000		103,000
IT SOCIAL DISTANCING MEASURES		52,481	52,481
	<u>\$ 182,585.43</u>	<u>\$ 61,648.00</u>	<u>\$ 244,233.43</u>

Added Projected Items from IT

IT SOCIAL DISTANCING MEASURES	5,981 WiFi Access Points installed at all facilities a
IT SOCIAL DISTANCING MEASURES	35,000 City Hall Annex Chambers Audio Visual Setu
IT SOCIAL DISTANCING MEASURES	11,500 RecTrac Upgrade to allow online payments
ANTI-VIRUS MEASURES	9,167 Four (4) Additional Body Temperature Kiosl

[illegible]

OPERATING SUPPLIES	20/11	80062	08/13/20	API	004808
OPERATING SUPPLIES	20/11	80062	08/13/20	API	004808
OPERATING SUPPLIES	20/11	80062	08/13/20	API	004808
OPERATING SUPPLIES	20/11	80062	08/13/20	API	004808
OPERATING SUPPLIES	20/11	80062	08/13/20	API	004808
OPERATING SUPPLIES	20/11	80062	08/13/20	API	004808
OPERATING SUPPLIES	20/11	80062	08/13/20	API	004808
OPERATING SUPPLIES	20/11	80062	08/13/20	API	004808
OPERATING SUPPLIES	20/12	90020	09/03/20	API	000383
OPERATING SUPPLIES	20/12	90020	09/03/20	API	000383
ECON DEV/OTHER GRANTS	20/ 8	50071	05/21/20	API	006324
CONTRACT SERVICES	20/10	70075	07/17/20	APM	006290
CONTRACT SERVICES	20/12	90020	09/03/20	API	003154
OPERATING SUPPLIES	20/ 9	60099	06/18/20	API	004808
CONTRACT SERVICES	20/11	80086	08/24/20	API	003154
CONTRACT SERVICES	20/11	80086	08/24/20	API	003154
CONTRACT SERVICES	20/12	90020	09/03/20	API	003154
OPERATING SUPPLIES	20/ 9	60099	06/18/20	API	004808
OPERATING SUPPLIES	20/10	70041	07/09/20	API	003154
MACHINERY AND EQUIPMENT	20/10	70154	07/24/20	API	005840
CONTRACT SERVICES	20/11	80086	08/24/20	API	003154
CONTRACT SERVICES	20/11	80086	08/24/20	API	003154
OPERATING SUPPLIES	20/ 9	60099	06/18/20	API	004808
OPERATING SUPPLIES	20/10	70041	07/09/20	API	003154
OPERATING SUPPLIES	20/10	70041	07/09/20	API	003154
OPERATING SUPPLIES	20/11	80062	08/13/20	API	004808
CONTRACT SERVICES	20/11	80032	08/03/20	API	006054
OPERATING SUPPLIES	20/ 9	60099	06/18/20	API	004808
OPERATING SUPPLIES TECHNOLOGY	20/12	90020	09/03/20	API	000383
MACHINERY & EQUIPMENT	20/11	80024	08/12/20	POE	006363
MACHINERY & EQUIPMENT	20/11	80039	08/17/20	POE	003483
MACHINERY AND EQUIPMENT	20/11	80024	08/12/20	POE	005840

PO#	Invoice#	REF4	COMMENT	AMOUNT
	5775-9545	W 082020R	NEWEGG BUSINESS - OS UPGRADE T	89.99
	5775-6171	W 082020R	NEWEGG BUSINESS - OS UPGRADE T	99.99
	73946	W 05/21/20	PERMITMD SOFTWARE	425.00
	5775-3041	W 071620R	AMAZON - CANON PFI-107 INK TAN	406.78
	08162020A	W 200903AP	MOUSE WIRELESS	33.76
	5775-5404	W 082020R	LOGMEIN - GO TO MEETING ANNUAL	2,412.00
	2423366795	W 08.06.20	LAPTOP TELEWORK ERICA	499.99
	2423366796	W 08.06.20	LAPTOP TELEWORK ROBIN	499.99
	4851-1401	W 060420R	AMAZON - GLOVES/ FACE MASK/ HA	169.49
	4337-9307	W 060420R	DESTIN GLASS - SNEEZE GUARDS F	187.50
	4337-3732	W 060420R	HOME DEPOT - SNEEZE GUARD STAN	48.78
	6736-4894	W 060420R	AMAZON - EAR AND FOREHEAD THER	241.96
	6736-4433	W 060420R	AMAZON - PROTECTIVE FACE MASK	53.97
	6736-2474	W 060420R	DOLLAR GENERAL - CLEANING SUPP	107.17
	6736-9073	W 060420R	TRI COUNTY DENTAL - FACE MASKS	859.90
	6736-4614	W 071620R	AMAZON - SOLIMO HAND SANITIZER	154.72
	6736-7593	W 071620R	TRI COUNTY DENTAL - DISPOSABLE	859.90
	6736-5928	W 071620R	IMPRINT - SCREEN PRINTED SOFT	276.04
	4337-9486	W 071620R	DESTIN GLASS - SNEEZE GUARD	31.25
	1692	W 07.23.20	CITY HALL INTERIOR FOGGING JUL	3,128.06
	1686	W 07.23.20	CITY ANNEX INTERIOR FOGGING JU	2,600.00
	1570	W 07.23.20	CARPET CLEANING ANNEX	1,025.00
	1707	W 08.06.20	FOGGING MORGAN'S SPORTS COMPLE	1,200.00
	06222020	W 08.06.20	COVID CLEANING SUPPLIES	36.12
	07092020	W 08.06.20	COVID SUPPLIES/ GENERAL OFFICE	27.76
	06222020B	W 08.06.20	COVID SUPPLIES/ GENERAL OFFICE	83.03
	07012020	W 08.06.20	OPERATING SUPPLIES	31.09
	06222020C	CRED MEMO	RETURNED OFFICE SUPPLIES	(35.16)
	1694	W 08.20.20	FOGGING PW/P&R BLDG	1,200.00
	1695	W 08.20.20	FOGGING 2ND TREATMENT ANNEX	2,337.94
	1715	W 08.20.20	FOGGING 2ND TREATMENT CITY HAL	3,128.06
	1705	CRED MEMO	CREDIT FOR OVERCHARGE INVOICE	(262.06)
	8721-0119	W 082020R	MARC - PHENOLCIDE HOSP DISINF	480.00
	5007-9021	W 082020R	HOME DEPOT - CITY HALL SNEEZE	9.22
	6736-2998	W 082020R	AMAZON - PURE GEM CASE HAND SA	239.92
	6736-5103	W 082020R	AMAZON - INFRARED THERMOMETER	127.27
	6736-6431	W 082020R	HOME DEPOT - MISSION COOLING H	991.48
	6736-8991	W 082020R	AMAZON - BARRIERS TO KEEP 6FT	839.97
	6736-7813	W 082020R	TARGET - ITEM VOIDED DUE TO TA	63.72
	6736-3676	W 082020R	WALGREENS - ALCOHOL/WIPES/GLOV	36.27
	6736-7358	W 082020R	WALMART - COVID SUPPLIES	68.69
	6736-7432	W 082020R	WALMART - COVID SUPPLIES	59.80
	6736-1405	W 082020R	IMPRINT - SCREEN PRINTED SOFT	334.68
	6736-0326	W 082020R	OPTIMUS DENTAL - SANI-CLOTH PL	988.90
	6736-1102	W 082020R	AMAZON - FILTER AIR PURIFIER W	994.63
	6736-0548	W 082020R	AMAZON - INFRARED THERMOMETER	99.98
	6736-7818	CRED MEMO	TARGET - ITEM VOIDED DUE TO TA	(63.72)
	6736-0165	CRED MEMO	OPTIMUS DENTAL - REFUND (SHOR	(31.90)
	6736-5866	W 082020R	AMAZON - HEPA FILTERS AIR PURI	841.20
	6736-9594	W 082020R	IMPRINT - ORDER PENDING REFUND	374.92
	6736-2065	CRED MEMO	AMAZON - REFUND ORDER NOT RECE	(10.79)

	6736-5342	CRED MEMO	AMAZON - FACE MASK - REFUNDED	(125.10)
	6736-9924	CRED MEMO	AMAZON - FACE MASKS - REFUNDED	(39.56)
	6736-7967	W 082020R	AMAZON - HEPA FILTER AIR PURIF	957.00
	6736-7766	W 082020R	AMAZON - FILTER AIR PURIFIER W	957.00
	6736-8350	W 082020R	HANES - BLACK WICKING COTTON F	465.94
	6736-1122	W 082020R	AMAZON - ARCHITECTURAL MAILBOX	807.16
	4337-5474	W 082020R	DESTIN GLASS - CLEAR ACRYLIC W	276.00
	4337-9377	W 082020R	HOME DEPOT - CITY HALL SNEEZE	7.96
	08162020B	W 200903AP	SUPPLIES COVID	42.98
	08162020C	W 200903AP	SUPPLIES COVID	17.92
	052120	W 052120A	COVID 19 SMALL BUSINESS GRANT	103,000.00
	73490	AP MAINT	LICENSE FEE 03/01/2020 - 03/31	995.00
	93268	W 200903AP	HANDWASHING STATION BUCK 08/01	250.00
	9468-0019	W 060420R	SIGNCHICK SIGNS - RE-OPENING P	310.00
	91730	W 08.27.20	MORGAN HANDWASHING STATION 06/	400.00
	92508	W 08.27.20	MORGAN HANDWASHING STATION 07/	400.00
	93267	W 200903AP	HANDWASHING STATION MORGANS 08	500.00
	9468-0013	W 060420R	SIGNCHICK SIGNS - FIELD CLOSED	410.00
	90181	W 07.09.20	HANDWASHING STATION MORGAN'S 0	400.00
20053	75016	W 07.30.20	MDF Outdoor Drinking Fountain	3,440.00
	91731	W 08.27.20	BUCK DESTIN HANDWASHING STATIO	200.00
	92509	W 08.27.20	BUCK DESTIN HANDWASHING STATIO	200.00
	9468-0013	W 060420R	SIGNCHICK SIGNS - FIELD CLOSED	200.00
	90182	W 07.09.20	HANDWASHING STATION BUCK DESTI	200.00
	90965	W 07.09.20	HANDWASHING STATION BUCK DESTI	250.00
	3376-3337	W 082020R	WINN DIXIE - WATER	9.00
	8-493	W 08.06.20	Cleaning at Beach Facilities 0	300.00
	5794-9234	W 060420R	HOME DEPOT - TOOLS FOR REOPENI	122.90
	08162020	W 200903AP	LAPTOP - CD TECH FUND	618.97
20086		PO ENT/PRF	Body Temperature Kiosks and FI	13,750.00
20087		PO ENT/PRF	Add'l Energov install assistan	24,320.00
20083		PO ENT/PRF	Bottle Filler for Dalton Threa	1,960.00

CATEGORY

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ANTI-VIRUS MEASURES
ANTI-VIRUS MEASURES
ANTI-VIRUS MEASURES
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SMALL BUSINESS GRANTS
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COVID WARNING SIGNAGE
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ANTI-VIRUS MEASURES
ANTI-VIRUS MEASURES
TELEWORK ACCESS FOR CITY STAFF
ANTI-VIRUS MEASURES
COUNCIL/CITIZEN GOV'T ACCESS
ANTI-VIRUS MEASURES

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: September 21, 2020

TYPE OF AGENDA ITEM: Action Item

TO: City Council

THRU: Webb Warren, Deputy City Manager
Louis Zunguze, Community Development Director
Krystal Strickland, Finance Director
Lance Johnson, City Manager

FROM: Jeffrey Cozadd, Grants Manager

DATE: 8/4/20

SUBJECT: COVID-19 Grant Program Update

I. BACKGROUND: Council passed a motion May 18th, 2020 for 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 fund balance. This amount included grant administration fees (\$3k) and grant program funding (\$100k) to be given to business owners that reside in Okaloosa County.

The program began accepting applications June 1, 2020 and closed the application window June 5, 2020.

II. DISCUSSION: After processing the applications, the SBDC reported to the city that approximately \$40,000 was expended to grant applicants. This leaves approximately \$60,000 in grant funds that were not utilized.

The SBDC is willing to administer another application period if the city decides that it would like another round of grant applications.

Other municipalities in the area offered similar programs to Destin's. Many of these programs had a limited impact and did not expend their allotted funding.

Okaloosa County has decided to use a substantial portion of the Cares Act

funding for county-wide programs that would simplify the application process and offer larger grant amounts to eligible applicants. There is also a range of different programs being offered to address a wide variety of needs demonstrated by the impact of COVID-19 on our community.

Okaloosa County has approved 6 new COVID-19 related grant opportunities at this time. The County will be using a third party administrator to oversee these programs. Eligible Destin residents as well as all other eligible County residents could potentially be served by one or more of these programs.

Attached to this agenda item is a document provided by Okaloosa County that highlights each of the new programs, eligibility requirements, and potential grant amounts.

A. Link to Strategic Goals / Objectives:

B. Effect on Budget (EOB): Expended funds are expected to be reimbursed through the Cares Act funding that is being made available through Okaloosa County.

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

III. CONCLUSION: The city has a variety of options at this time. The city could choose to discontinue their grant program at this time and request the obligated grant funds held by the SBDC be returned and encourage individuals interested in COVID-19 related assistance to apply for grants being offered by the County.

The city can also consider reopening our previous small business grant program with new eligibility requirements.

If it is decided to reopen our current grant program the SBDC recommends that the city consider the following grant modifications if they would like to spend the remaining funds:

- Increase the grant amount to \$5,000. This could provide more incentive for businesses to apply.
- Remove the store-front requirement. That would open it up to more service businesses.
- Reduce the reduction of sales requirement to less than 25%.
- Increase the level of employees cap from 20 up to at least 50 or so.

The city could re-advertise the program without changing any of the criteria and that might create more interest.

The SBDC supports raising the grant award to \$5,000, removing the storefront requirement, and removing the cap on employees. This would also allow

previous grant recipients the opportunity to request an additional \$2,500 without having to resubmit their documentation.

There is also the option of adding additional grant funds to this program. This may be necessary if the grant amount is increased and grant eligibility requirements are reduced. These funds are expected to be reimbursed through Cares Act funding.

IV. RECOMMENDED MOTION: Recommended Motion:

Council moves to discontinue Small Business COVID-19 Recovery Grant Program with SBDC grant program and request the unobligated portion of the grant funds be returned to the city.

Council also moves to instruct staff to refer individuals in need of COVID-19 economic assistance to apply for COVID-19 grant programs being offered by Okaloosa County. Staff should also help advertise these programs on the city website and social media.

Alternative Motion:

Council moves that we approve SBDC recommendation for the Small Business COVID-19 Grant Program to raise the grant award to \$5,000, remove the storefront requirement, and remove the cap on employees.

Option:

Move that additional grant funding be allocated in the amount of \$_____ for the Small Business COVID-19 Grant Program.

Attachments:

1. CARES ACT Okaloosa Grant Programs

COVID Individual Medical Grant

(September 1, 2020)

(County Allocation up to \$100,000) (Approximately 60 Grants)

(Cities Allocation up to \$100,000) (Approximately 60 Grants)

Purpose: Individual Grants (Up to \$3,000) to pay for COVID related Medical Expenses

Up to \$1,000 per individual for COVID related medical expenses not involving overnight hospitalization. Testing, Medication, Outpatient Treatments, etc.

Up to \$2,000 per individual for COVID related medical expenses involving overnight hospitalization of at least 1 night.

Up to \$3,000 per individual for COVID related medical expenses involving overnight hospitalization of at least 3 nights and admittance into the ICU.

Eligibility Criteria

Must be a resident of Okaloosa County. Businesses are not eligible.

Must demonstrate medical expense was COVID related such as a COVID test or some other related medical treatment related to recovery from COVID.

Must attest that bill was either paid or that it will be paid and that no other state or federal benefits or health insurance was received to pay the claim for the same dollars sought from the County.

Based on actual medical expense minus any reimbursement and adjustment markdown up to the maximum.

Other

Families can apply as a group and parents/guardians must apply for children under 18.

Can only apply one time.

COVID SMALL BUSINESS MICRO GRANT

(September 1, 2020)

(County Allocation up to \$300,000) (Approximately 200 Grants)

(Cities Allocation up to \$300,000) (Approximately 200 Grants)

Individual Grants to pay for Business Loss (Up to \$1,000 initially; Up to \$2,000 in expenses can be submitted for any potential future funding rounds).

For individual contractors, food trucks, small LLC's, at home businesses, and other non-storefront businesses that have experienced losses related to the COVID-19 Pandemic.

Eligibility Criteria

Must be a resident of Okaloosa County and a registered business (with Tax Collector) within Okaloosa County physically doing business in Okaloosa County as of March 1 and currently meeting the same criteria now.

10 FTE's Employees or Less.

Must satisfactorily demonstrate a loss through documentation that it:

- 1) Was COVID related
- 2) Is Equal to or greater than the amount requested.
- 3) Occurred between March 1 and September 30th

Must disclose any other local, state and federal assistance received.

Attestation that your losses were not otherwise reimbursed through some city, county, state or federal program such as PPP, state/federal unemployment, etc.

Other

The application will specify requirements and documentation on how to demonstrate meeting eligibility criteria.

Can only apply one time.

COVID BUSINESS PPE MICRO GRANT

(September 1, 2020)

(County Allocation \$100,000) (Approximately 70 grants)

(Cities Allocation \$100,000) (Approximately 70 grants)

Individual Business Grants to pay for Business PPE Expenses (Up to \$1,000 initially; Up to \$2,000 in expenses can be submitted for any potential future funding rounds).

For businesses related costs for Personal Protective Equipment and Supplies related to COVID-19 directly related to their employees and customers that was not otherwise sold or charged to the customer.

Examples include but are not limited to: masks, faceshields, hand sanitizer gel, new hand sanitization stations, gowns, disinfecting wipes, temperature checking devices, employee COVID testing paid for by the business.

Eligibility Criteria

Must be a registered business in Okaloosa County, physically located, and doing business in Okaloosa County excluding medical and dental facilities.

Must demonstrate the expenses through receipts/documentation and that:

- 1) Was COVID related.
- 2) Was for an amount equal to or greater than the amount requested.

Must employee less than 250 employees with preference given to those with less than 100 employees.

Must disclose any other local, state and federal assistance received/applied for.

Must attest that these expenses were not otherwise reimbursed through some city, county, state, or federal program.

Can only apply one time.

Minimum Grant Amount of \$250.

COVID SMALL BUSINESS RETROFIT/ADAPTATION GRANT

(September 1, 2020)

(County Allocation \$500,000) (Approximately 75 Grants)

(Cities Allocation \$500,000) (Approximately 75 Grants)

Individual Business Grant to pay for Business Adaptation expenses related to COVID. (Up to \$10,000 initially; Up to \$20,000 in expenses can be submitted for any potential future funding rounds).

For businesses modification expenses related to physically and/or functionally adapting the Business to meet officially required or recommended guidance related COVID-19 with the overall goal to make operation of the business safer for employees and/or the public. Preference will be given to businesses customers physically visit. IT improvements will be a lower priority and those IT not directly tied to the customer will not be eligible. HVAC improvements are also not eligible.

Examples include but are not limited to: erecting counter separation barriers, increasing height of restaurant separation booths, adding a drive-thru, app for paperless menu, restriping/signing for pickup lanes/spaces, separation staging stickers, COVID safety signage, and similar improvements.

Eligibility Criteria

Must be a registered business (with Okaloosa Tax Collector), be physically located, and doing business in Okaloosa County.

Must employee less than 250 employees with preference given to those with less than 100 employees.

Must demonstrate the expenses through receipts/documentation and that:

- 1) Was COVID related.
- 2) Was for an amount equal to or greater than the amount requested.

Must disclose any other local, state and federal assistance received/applied for.

Must Attest that not otherwise reimbursed through some city, county, state or federal program.

COVID SMALL BUSINESS ECONOMIC RELIEF GRANT

(September 1, 2020)

(County Allocation \$1,500,000) (Approximately 100 Grants)

(Cities Allocation \$1,500,000) (Approximately 100 Grants)

Individual businesses may receive a grant for to offset losses experienced by the business between March 1 and October 31st. (Up to \$10,000 initially; Up to \$20,000 in requests can be submitted for any potential future funding rounds; For businesses closed or severally restricted by Government Order they have will have priority and can qualify for future round funding to be issued in conjunction with initial funding).

For that have been severally impacted COVID-19

Criteria

Must be a registered business (with Tax Collector), and be physically located and doing business in Okaloosa County.

Physical Storefront Required.

Must employee less than 250 employees with preference given to those businesses with less than 100 employees.

Must demonstrate that business suffered COVID related impacts - loss of revenue.

Loss demonstrated much be an amount equal to or greater than the amount requested.

*Preference given to businesses specifically closed down or severally restricted by Executive Order are eligible for up to an additional \$10,000 overall and prioritized.

Business must be open and operating now in Okaloosa County.

Not eligible for personnel expenses.

Must disclose any other local, state and federal assistance received/applied for. Any previous COVID County or City grant awarded prior to July 30, will be deducted from any eligible grant amounts.

Must explain proposed use of funds within business. For expenses not covered by other assistance.

COVID COMMUNITY NON-PROFIT PROGRAM/SERVICE GRANT

(September 1, 2020)

(County Allocation \$300,000) (Approximately 20 Grants)

(City Allocation \$300,000) (Approximately 20 Grants)

Individual Non-Profit Grant (Up to \$12,500 initially; Up to \$25,000 in need may be submitted for any potential future funding rounds).

- Funding for programs and services that serve families and individuals specifically affected by COVID.
- Funding for technology changes necessary due to COVID in order to continue to provide same services in a COVID environment. Limited to 5K maximum
- Funding for Food Pantries and Medical Service – Preference.
- Funding for increased services due to COVID impacts.
- Other COVID related program or service

Criteria:

1. Must be COVID related per one of the categories above.
2. Grant for an amount equal to or greater than the amount grant requested.
3. Must Attest that funding not otherwise reimbursed through some city, county, state or federal program.
4. Must have all other funding necessary to provide the service.
5. Program/Service must occur/have occurred between March 1 – December 30
6. Not permitted - Daycares, schools

Some Submittals:

1. Description of services to be provided.
2. Schedule/Timeline for Implementation.
3. Budget of project/service to be provided.
4. Must explain why they cannot otherwise fund these services with their non-profit resources.
5. Consequences of not providing the service.
6. Must disclose any other local, state and federal assistance received/applied for.
7. After award must demonstrate the provision of service and expenditure of funds expenses through receipts/documentation for grant period Mar1-Dec 30.

COVID Community Assistance Programs (September 1, 2020)			
Program	County Contribution	City Contribution	Total Combined Programs
Business PPE	\$100,000	\$100,000	\$200,000
Business Retrofit	\$500,000	\$500,000	\$1,000,000
Business Loss	\$1,500,000	\$1,500,000	\$3,000,000
Non-Profit	\$300,000	\$300,000	\$600,000
Business Micro	\$300,000	\$300,000	\$600,000
Personal Medical	\$100,000	\$100,000	\$200,000
Total	\$2,800,000	\$2,800,000	\$5,600,000

COVID CAREER SOURCE GRANT

(County Allocation \$50,000)

For outreach, mentoring and other assistance to assist individuals unemployed due to the COVID-19 Impact by helping them apply for unemployment; assisting in the processing for such application, job hunting for new job; and retraining and processing unemployment and specifically to hire new staff and standup an office in Crestview to handle the overwhelming demands due to COVID.

COVID CHAMBER GRANT

(County Allocation \$50,000; Up to \$10,000 per Chamber)

For outreach, mentoring and other services to facilitate businesses in their area with Local, State and Federal COVID assistance programs.

Chambers must apply and must agree to do the following:

- Agree to help businesses within their City to pick up paper COVID Assistance applications.
- Host links to the COVID Assistance applications on their website.
- Email businesses members and include in new letters
- Appoint a staff point of contact for the businesses and the County.
- Have a chamber point of contact attend training on the various local COVID programs.
- Host educational webinars for these programs for their area.
- Assist/mentor businesses with the various COVID assistance programs.
- Provide a summary of COVID related activities.

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: September 21, 2020

TYPE OF AGENDA ITEM: City Manager Report

TO: City Council

THRU: Lance Johnson, City Manager
Webb Warren, Deputy City Manager
Catherine Card, Public Information Manager

FROM: Michael Burgess, Public Services Director

DATE: 09/11/2020

SUBJECT: Adopt-a-Street Program Update

I. BACKGROUND: Staff will provide an update on the measures taken to revitalize the City's Adopt-a-Street (AAS) program.

II. DISCUSSION: The following items have been completed since the September 8th meeting.

1. Staff has actively researched similar programs in other Florida communities.
2. The post-cleanup reporting process has been re-imagined to provide greater ease-of-use (ATT1).
3. New safety vests (DOT Class 2) have been ordered to distribute to volunteers (ATT2).
4. The AAS application process is being streamlined utilizing a "fill-able" and "submit-able" electronic form that will be posted on the City's web-page.
5. The AAS program has been re-advertised via our website and social media platforms.
6. Staff is discussing the possibilities of expanding the program to more site specific locations (traditional parks, beach parks, boardwalk, etc.).
7. Discussions are underway to script, film, and publish a new Adopt-a-Street/Park/Spot Safety video (rather than using an FDOT video).

A. Link to Strategic Goals / Objectives: from Strategic Focus 2025:
High Quality of Life and Safety for Residents

from FY20-24 Strategic Goal Table:

Goal #6 - Effective, Efficient, and Aesthetically Pleasing Infrastructure

B. Effect on Budget (EOB): Funding for items purchased in support of this program are available in 0153951.552000 (Operating Materials) and 0153951.553 (Road Materials).

C. Level of Service (LOS): Revitalization and volunteer participation in this program will reduce the amount of litter found on the shoulders of City streets/parks.

III. CONCLUSION: This is an update to Council on Staff's efforts to revitalize the Adopt-a-Street Program.

IV. RECOMMENDED MOTION: none

Attachments:

1. ATT1: AAS Clean Up Report Form 091520
2. ATT2: 2020 AAS safety vests, images



City of Destin
Department of Public Works
Adopt-A-Street Program
Clean-Up Report Form

Date of Clean-Up:	<i>Calendar selection</i>
Group Name:	<i>Entered by user</i>
Contact Name:	<i>Entered by user</i>
Contact Telephone:	<i>Entered by user</i>
Contact Email:	<i>Entered by user</i>

Event Details:

Location(s) Cleaned:	<i>Entered by user</i>
Number of Volunteers:	<i>Dropdown (1-50)</i>
Number of Hours:	<i>Dropdown (1-8)</i>
Number of Bags:	<i>Dropdown (1-50)</i>
Approximate Weight of Material Collected (lbs):	<i>Dropdown (1-100)</i>
Location of Bags (if Pick-up is required)	<i>Entered by User</i>

Materials Collected (check all applicable):

- ☐ Glass ☐ Aluminum
☐ Other Metals ☐ Wood
☐ Plastics ☐ Cigarette Butts

Other (list):

Entered by User

Photos of Clean-Up:

Attached by User (.jpg, etc.)

Submit Form

(linked to adoptastreet@cityofdestin.com)



2020-2021 Adopt-A-Street Volunteer Class 2 Safety Vests

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: September 21, 2020

TYPE OF AGENDA ITEM: City Manager Report

TO: City Council

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

FROM: Karen Jankowski, HR Manager

DATE: September 17, 2020

SUBJECT: Complaint Policy Status & Updates

I. BACKGROUND: July 20, 2020 Council Meeting - Motion to direct the City Attorney and/or staff members contact Mr. Jeff McInnis, Okaloosa County School Board Attorney, and work with him to immediately update the City's policy and procedures regarding external complaints received and investigative procedures.

It was also requested that an update be provided at every council meeting as staff moves forward with this document.

II. DISCUSSION:

A. Link to Strategic Goals / Objectives: Transparent and Equitable Governance

B. Effect on Budget (EOB):

C. Level of Service (LOS):

III. CONCLUSION: Staff continues to work on this project and will continue to provide updates at Council Meetings as requested.

IV. RECOMMENDED MOTION: No motion necessary

Attachments:
None

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: September 21, 2020

TYPE OF AGENDA ITEM: Announcement

TO: City Council

THRU:

FROM:

DATE:

SUBJECT: Announcements

I. BACKGROUND:

II. DISCUSSION:

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

III. CONCLUSION:

IV. RECOMMENDED MOTION:

Attachments:
None

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: September 21, 2020

TYPE OF AGENDA ITEM: Public Hearing

TO: City Council

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

FROM: Krystal Strickland, Finance Director

DATE: September 14, 2020

SUBJECT: Second reading of Ordinance 20-25-CN - Adopting the Fiscal Year 2021 Millage Rate

I. BACKGROUND: Pursuant to Florida Statutes Chapter 200 and the City Charter Section 3.13, staff is presenting Ordinance 20-25-CN for adoption of the FY2021 millage rate.

II. DISCUSSION: The proposed Fiscal Year 2021 operating millage rate for the City of Destin is 1.6150 mills, **which is more than the roll back rate of 1.5491 mills by 4.25%**. The proposed millage rate is the same as the rate adopted for FY2020.

A. Link to Strategic Goals / Objectives: Strategic Plan 2020: Strategic Focus 2025 - Financially sound city providing service value.

B. Effect on Budget (EOB): The millage rate of 1.6150 applied to the gross taxable value of property as certified by the Okaloosa County Property Appraiser would result in a levy of \$9,180,65. In accordance with statute and best practices, the proposed tax levy of \$9,180,065 can be budgeted at 95%, resulting in \$8,721,062 in revenues for the FY2021 budget. This amount will be budgeted as \$8,099,316 for the General Fund, \$290,297 for the Town Center CRA, and \$331,449 for the Harbor CRA.

C. Level of Service (LOS): Provides revenues for operations and maintenance for the City General Fund, the Town Center CRA and for the Harbor CRA for fiscal year 2021.

III. CONCLUSION: Adopting Ordinance 20-25-CN provides FY2021 Ad

Valorem revenues for the City's General Fund, the Town Center CRA, and the Harbor CRA. This is the same as the millage rate for FY2020.

IV. RECOMMENDED MOTION: I move that Council adopt Ordinance 20-25-CN on the second reading, adopting the FY2021 millage rate of 1.6150 mills which is more than the rollback rate of 1.5491 mills by 4.25%.

Attachments:

1. 20-25-CN - FY-21 Millage Rate
2. 2020 0721 DR420 MM and TIF
Ready for Certification
3. FY2021 Proposed Budget Summary

ORDINANCE 20-25-CN

AN ORDINANCE OF THE CITY OF DESTIN OF OKALOOSA COUNTY, FLORIDA, ADOPTING THE FINAL LEVYING OF AD VALOREM TAXES FOR THE CITY OF DESTIN FOR FISCAL YEAR 2021; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Destin of Okaloosa County, Florida, will adopt Fiscal Year 2021 Final Millage Rate following a public hearing as required by Florida Statute 200.065; and

WHEREAS, the City of Destin of Okaloosa County, Florida, held a public hearing as required by Florida Statute 200.065; and

WHEREAS, the gross taxable value for operating purposes not exempt from taxation within the City of Destin has been certified by the Okaloosa County Property Appraiser to the City of Destin as \$5,684,250,956.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF DESTIN, FLORIDA:

1. The FY 2021 operating millage rate for the City of Destin is **1.6150** mills which is **more** than the **rolled back rate of 1.5491 mills by 4.25%.**
2. This ordinance shall take effect immediately upon approval by Council and the signature of the Mayor.

ADOPTED THIS 21ST DAY OF SEPTEMBER 2020

By: _____
Gary Jarvis, Mayor

ATTEST:

The form and legal sufficiency of the foregoing
Has been reviewed and approved by the City
Attorney.

Rey Bailey, City Clerk

Kyle Bauman, City Attorney

First Reading: September 8, 2020
Second Reading: September 21, 2020



CERTIFICATION OF TAXABLE VALUE

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[Print Form](#)

DR-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
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
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)

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



Reset Form

Print Form

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



Reset Form

Print Form

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



Reset Form

Print Form

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 2019 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.

BUDGET SUMMARY

City of Destin - Fiscal Year 2020-2021

THE PROPOSED OPERATING BUDGET EXPENDITURES OF THE CITY OF DESTIN ARE

89.8% MORE THAN LAST YEAR'S TOTAL OPERATING EXPENDITURES.

General Fund 1.615

	General Fund	Town Center CRA	Harbor CRA	Debt Service	Renewal & Replacement	Capital Projects	Total All Funds
ESTIMATED REVENUES:							
Taxes:	Millage Per \$1000:						
Ad Valorem Taxes	1.615	8,099,316	290,297	331,449			8,721,062
Tax Increment Financing (TIF) / County		688,589	331,449				1,020,038
Delinquent Ad Valorem Taxes		5,000					5,000
Sales & Use Taxes		1,696,968					1,696,968
Licenses & Permits		3,165,308					3,165,308
Intergovernmental Revenue		12,146,470					12,146,470
Charges For Services		466,152					466,152
Fines & Forfeitures		27,520					27,520
Miscellaneous Revenue		37,251					37,251
Special Assessment/Impact Fees		44,000					44,000
TOTAL SOURCES	25,687,985	978,886	662,898	-	-	-	27,329,769
Transfers In	-	-		1,841,784	2,480,558	12,431,914	16,754,256
Beginning Fund Balances/Reserves/Net Assets	22,026,478	(2,491,597)	49,260	475,857	24,156	5,215,988	25,300,141
TOTAL REVENUES, TRANSFERS & BALANCES	47,714,462	(1,512,711)	712,158	2,317,641	2,504,714	17,647,902	69,384,166

EXPENDITURES							
General Government	4,999,496						4,999,496
Public Safety	3,584,206						3,584,206
Physical Environment	56,737						56,737
Transportation	2,105,683						2,105,683
Economic Environment	25,000	92,800	57,800				175,600
Human Services	115,000						115,000
Culture and Recreation	3,189,453						3,189,453
Capital Outlay	-	10,000	30,000		2,499,000	16,025,808	18,564,808
Debt Service	544,913			1,845,038			2,389,950
TOTAL USES	14,620,489	102,800	87,800	1,845,038	2,499,000	16,025,808	35,180,934
Transfers Out	15,468,385	731,281	554,590				16,754,257
Ending Fund Balances/Reserves/Net Assets	17,625,588	(2,346,792)	69,767	472,604	5,714	1,622,094	17,448,975
TOTAL APPROPRIATED EXPENDITURES,							
TRANSFERS, RESERVES & BALANCES	47,714,462	(1,512,711)	712,158	2,317,641	2,504,714	17,647,902	69,384,166

THE TENTATIVE, ADOPTED, AND /OR FINAL BUDGETS ARE ON FILE IN THE OFFICE OF THE CITY CLERK AS A PUBLIC RECORD.

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: September 21, 2020

TYPE OF AGENDA ITEM: Public Hearing

TO: City Council

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

FROM: Krystal Strickland, Finance Director

DATE: September 14, 2020

SUBJECT: Second reading of Ordinance 20-26-CN - Adopting the Fiscal Year 2021 Budget

I. BACKGROUND: Pursuant to Florida Statutes Chapter 2020 and the City Charter Section 3.13, staff is presenting Ordinance 20-26-C for adoption of the Fiscal year 2021 Budget.

II. DISCUSSION: The City of Destin FY2021 Budget totals \$35,180,934 for all funds, and includes the following:

General Fund	\$14,620,489
Town Center CRA Fund	102,800
Harbor CRA Fund	87,800
Debt Service Funds	1,845,038
Renewal & Replacement Fund	2,499,000
Capital Project Funds	16,025,808
TOTAL ALL FUNDS	\$35,180,934

4

This budget has been made possible by awards of capital grants from Federal and State agencies, and through interlocal agreements with Okaloosa County. These interlocal awards and agreements will provide over \$12 million in operational and capital program funding for FY2021.

The FY2021 tentative budget summaries and details by fund are attached and are integral to this ordinance.

No changes were made to this budget between the first reading of the budget ordinance on September 8, 2020 to this second reading.

A. Link to Strategic Goals / Objectives: Strategic Plan 2020: Strategic Focus 2025 - Financially sound city providing service value

B. Effect on Budget (EOB): This ordinance provides the required budget for FY2021 in the total amount of \$35,180,934.

C. Level of Service (LOS): Provides funding for operations, maintenance, debt service, and capital projects for the City in FY2021.

III. CONCLUSION: Adopting Ordinance 20-26-CN provides for the annual budget for City operations, debt service renewal and replacement, and capital improvements.

IV. RECOMMENDED MOTION: I move that Council adopt Ordinance 20-26-CN on second reading to provide for a balanced budget for FY2021.

Attachments:

1. 20-26-CN - FY2021 Budget
2. FY2021 Proposed Budget Summary
3. FY2021 Proposed Operating and 5YR Capital Budgets

ORDINANCE 20-26-CN

AN ORDINANCE OF THE CITY OF DESTIN MAKING APPROPRIATIONS FOR CERTAIN EXPENDITURES, EXPENSES, CAPITAL IMPROVEMENTS AND CERTAIN INDEBTEDNESS OF THE CITY OF DESTIN, FLORIDA, FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2020 AND ENDING SEPTEMBER 30, 2021; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Destin is coming to the end of its fiscal year and will begin a new fiscal year on October 1, 2020; and

WHEREAS, it is necessary and required that prior to beginning a new fiscal year a budget should be passed and adopted for the operation of the City government; and

WHEREAS, the City Council has held workshops and the required public hearings on a budget for the fiscal year beginning October 1, 2020 and ending September 30, 2021; and

WHEREAS, there is established a tax at the rate of **1.6150** mills on property assessed as of **January 1, 2020** for the purpose of raising revenue for General Fund Operations.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF DESTIN, FLORIDA:

1. That the document entitled "City of Destin 2021 Budget" totals **\$35,180,934** for all funds reported, a copy which is attached hereto and made a part hereof by reference, is adopted.
2. This budget represents an 89.8% increase from the FY2020 budget.
3. The budget is being presented as a balanced budget whereby there are sufficient revenues and fund balance appropriations to offset all expenditures.
4. All budget appropriations are based upon the total expenditures even though the budget has been prepared based on line item appropriations.
5. Appropriations may be transferred within departmental budgets by a budget transfer with the approval of the City Manager. This action will not change the total dollar amount of the budget.
6. The City Council during Fiscal Year 2021 may, by Resolution, make any amendments to the Budget adopted by this Ordinance, as it may deem necessary and proper.

7. All Budget Amendments requesting additional expenditures must also identify the corresponding funding source.
8. Projects that were not completed during FY2020 will be carried forward and shown as an amendment to the FY2021 budget as adopted by this ordinance.
9. This ordinance shall become effective on October 1, 2020.

ADOPTED THIS 21ST DAY OF SEPTEMBER 2020

By: _____
Gary Jarvis, Mayor

ATTEST:

The form and legal sufficiency of the foregoing has
Been reviewed and approved by the City Attorney.

Rey Bailey, City Clerk

Kyle Bauman, City Attorney.

First Reading: September 8, 2020
Second Reading: September 21, 2020

BUDGET SUMMARY

City of Destin - Fiscal Year 2020-2021

THE PROPOSED OPERATING BUDGET EXPENDITURES OF THE CITY OF DESTIN ARE

89.8% MORE THAN LAST YEAR'S TOTAL OPERATING EXPENDITURES.

General Fund 1.615

	General Fund	Town Center CRA	Harbor CRA	Debt Service	Renewal & Replacement	Capital Projects	Total All Funds
ESTIMATED REVENUES:							
Taxes:	Millage Per \$1000:						
Ad Valorem Taxes	1.615	8,099,316	290,297	331,449			8,721,062
Tax Increment Financing (TIF) / County		688,589	331,449				1,020,038
Delinquent Ad Valorem Taxes		5,000					5,000
Sales & Use Taxes		1,696,968					1,696,968
Licenses & Permits		3,165,308					3,165,308
Intergovernmental Revenue		12,146,470					12,146,470
Charges For Services		466,152					466,152
Fines & Forfeitures		27,520					27,520
Miscellaneous Revenue		37,251					37,251
Special Assessment/Impact Fees		44,000					44,000
TOTAL SOURCES	25,687,985	978,886	662,898	-	-	-	27,329,769
Transfers In	-	-		1,841,784	2,480,558	12,431,914	16,754,256
Beginning Fund Balances/Reserves/Net Assets	22,026,478	(2,491,597)	49,260	475,857	24,156	5,215,988	25,300,141
TOTAL REVENUES, TRANSFERS & BALANCES	47,714,462	(1,512,711)	712,158	2,317,641	2,504,714	17,647,902	69,384,166

EXPENDITURES							
General Government	4,999,496						4,999,496
Public Safety	3,584,206						3,584,206
Physical Environment	56,737						56,737
Transportation	2,105,683						2,105,683
Economic Environment	25,000	92,800	57,800				175,600
Human Services	115,000						115,000
Culture and Recreation	3,189,453						3,189,453
Capital Outlay	-	10,000	30,000		2,499,000	16,025,808	18,564,808
Debt Service	544,913			1,845,038			2,389,950
TOTAL USES	14,620,489	102,800	87,800	1,845,038	2,499,000	16,025,808	35,180,934
Transfers Out	15,468,385	731,281	554,590				16,754,257
Ending Fund Balances/Reserves/Net Assets	17,625,588	(2,346,792)	69,767	472,604	5,714	1,622,094	17,448,975
TOTAL APPROPRIATED EXPENDITURES,							
TRANSFERS, RESERVES & BALANCES	47,714,462	(1,512,711)	712,158	2,317,641	2,504,714	17,647,902	69,384,166

THE TENTATIVE, ADOPTED, AND /OR FINAL BUDGETS ARE ON FILE IN THE OFFICE OF THE CITY CLERK AS A PUBLIC RECORD.

CITY OF DESTIN 2021 BUDGET

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CITY OF DESTIN - ALL FUNDS SUMMARY

	2019	2020	2020	2021
	ACTUALS	ADOPTED BUDGET	PROJECTED ACTUALS	TENTATIVE BUDGET
ALL FUNDS				
Ad Valorem Taxes	7,905,791	8,369,171	8,453,161	8,721,062
Tax Increment Financing	853,885	929,502	914,727	1,020,038
Delinquent Ad Valorem Taxes	4,613	5,000	3,443	5,000
Sales and Use Taxes	1,775,128	1,768,258	1,583,453	1,696,968
Licenses and Permits	2,850,010	2,685,625	2,623,562	3,165,308
Intergovernmental	3,494,078	3,500,132	3,249,924	12,146,470
Charges for Services	512,089	503,760	419,245	466,152
Fines and Forfeitures	28,981	50,000	84,367	27,520
Miscellaneous Revenue	140,568	293,550	153,734	37,251
Impact Fees	160,720	485,000	452,151	44,000
TOTAL REVENUES	17,725,863	18,589,998	17,937,769	27,329,769
General Government	3,749,012	4,565,472	4,139,670	4,999,496
Public Safety	3,061,646	3,445,809	3,391,422	3,584,206
Physical Environment	34,135	48,910	28,071	56,737
Transportation	1,777,864	2,456,501	2,451,530	2,105,683
Economic Environment	105,721	234,522	307,218	175,600
Human Services	62,808	85,520	59,975	115,000
Culture and Recreation	2,576,438	3,164,038	2,687,816	3,189,453
Capital Outlay	839,398	2,735,180	1,624,131	18,564,808
Debt Service	2,327,337	2,392,206	2,540,739	2,389,950
TOTAL EXPENDITURES	14,534,359	19,128,158	17,230,572	35,180,934
Excess (deficiency) of revenues over expenditures	3,191,504	(538,160)	707,197	(7,851,166)
Transfers In	3,621,955	5,107,318	5,273,139	16,754,256
Transfers Out	(3,621,955)	(5,107,318)	(5,273,139)	(16,754,257)
Total other financing sources (uses)	-	-	-	(0)
Net change in fund balances	3,191,504	(538,160)	707,197	(7,851,166)
Fund Balance (deficit), Beginning	21,401,440	24,592,944	24,592,944	25,300,141
Fund Balance (deficit), Ending	24,592,944	24,054,784	25,300,141	17,448,975

	2019	2020	2020	2021
	ACTUALS	ADOPTED BUDGET	PROJECTED ACTUALS	TENTATIVE BUDGET
01 GENERAL FUND				
01-31 Ad Valorem Taxes	7,372,956	7,792,693	7,876,683	8,099,316
01-31 Delinquent Ad Valorem Taxes	4,613	5,000	3,443	5,000
01-31 Sales and Use Taxes	1,775,128	1,768,258	1,583,453	1,696,968
01-32 Licenses and Permits	2,850,010	2,685,625	2,623,562	3,165,308
01-33 Intergovernmental	3,494,078	3,500,132	3,249,924	12,146,470
01-34 Charges for Services	512,089	503,760	419,245	466,152
01-35 Fines and Forfeitures	28,981	50,000	84,367	27,520
01-36 Miscellaneous Revenue	138,095	293,200	137,099	37,251
01-32 Impact Fees	160,720	485,000	452,151	44,000
TOTAL REVENUES	16,336,671	17,083,668	16,429,929	25,687,985
01-51 General Government	3,749,012	4,565,472	4,139,670	4,999,496
01-52 Public Safety	3,061,646	3,445,809	3,391,422	3,584,206
01-53 Physical Environment	34,135	48,910	28,071	56,737
01-54 Transportation	1,777,864	2,456,501	2,451,530	2,105,683
01-55 Economic Environment	13,209	13,500	116,509	25,000
01-56 Human Services	62,808	85,520	59,975	115,000
01-57 Culture and Recreation	2,576,438	3,164,038	2,687,816	3,189,453
01-59 Capital Outlay	-	-	-	-
01-59 Debt Service	561,570	535,578	574,594	544,913
TOTAL EXPENDITURES	11,836,683	14,315,328	13,449,587	14,620,489
Excess (deficiency) of revenues over expenditures	4,499,988	2,768,340	2,980,342	11,067,496
01-38 Transfers In	-	-	-	-
01-58 Transfers Out	(2,412,802)	(3,807,517)	(3,485,370)	(15,468,385)
Total other financing sources (uses)	(2,412,802)	(3,807,517)	(3,485,370)	(15,468,385)
Net change in fund balances	2,087,185	(1,039,177)	(505,028)	(4,400,889)
Fund Balance (deficit), Beginning	7,818,896	9,906,081	9,906,081	9,401,053
Fund Balance (deficit), Ending	9,906,081	8,866,904	9,401,053	5,000,163

	2019 ACTUALS	2020 ADOPTED BUDGET	2020 PROJECTED ACTUALS	2021 TENTATIVE BUDGET
102 TOWN CENTER CRA				
102-31 Ad Valorem Taxes	234,780	257,304	257,304	290,297
102-31 Tax Increment Financing	556,005	610,328	600,079	688,589
102-36 Miscellaneous Revenue	390	150	1,290	-
TOTAL REVENUES	791,175	867,782	858,673	978,886
102-55 Economic Environment	51,292	102,583	85,659	92,800
102-59 Capital Outlay	-	-	-	10,000
TOTAL EXPENDITURES	51,292	102,583	85,659	102,800
Excess (deficiency) of revenues over expenditures	739,883	765,199	773,014	876,086
102-38 Transfers In	-	-	-	-
102-58 Transfers Out	(730,820)	(731,013)	(1,033,458)	(731,281)
Total other financing sources (uses)	(730,820)	(731,013)	(1,033,458)	(731,281)
Net change in fund balances	9,063	34,186	(260,444)	144,805
Fund Balance (deficit), Beginning	(2,240,217)	(2,231,153)	(2,231,153)	(2,491,597)
Fund Balance (deficit), Ending	(2,231,153)	(2,196,967)	(2,491,597)	(2,346,792)

	2019 ACTUALS	2020 ADOPTED BUDGET	2020 PROJECTED ACTUALS	2021 TENTATIVE BUDGET
110 HARBOR CRA				
110-31 Ad Valorem Taxes	298,055	319,174	319,174	331,449
110-31 Tax Increment Financing	297,880	319,174	314,648	331,449
110-36 Miscellaneous Revenue	478	200	1,371	-
TOTAL REVENUES	596,413	638,548	635,192	662,898
110-55 Economic Environment	41,220	118,439	105,050	57,800
110-59 Capital Outlay	-	-	-	30,000
TOTAL EXPENDITURES	41,220	118,439	105,050	87,800
Excess (deficiency) of revenues over expenditures	555,194	520,109	530,143	575,098
110-38 Transfers In	-	-	-	-
110-58 Transfers Out	(478,333)	(568,788)	(754,311)	(554,590)
Total other financing sources (uses)	(478,333)	(568,788)	(754,311)	(554,590)
Net change in fund balances	76,861	(48,679)	(224,168)	20,508
Fund Balance (deficit), Beginning	196,567	273,428	273,428	49,260
Fund Balance (deficit), Ending	273,428	224,749	49,260	69,767

	2019 ACTUALS	2020 ADOPTED BUDGET	2020 PROJECTED ACTUALS	2021 TENTATIVE BUDGET
209 DEBT SERVICE 2009 NOTE				
209-36 Miscellaneous Revenue	353	-	367	-
TOTAL REVENUES	353	-	367	-
209-59 Debt Service	477,715	568,788	617,444	557,779
TOTAL EXPENDITURES	477,715	568,788	617,444	557,779
Excess (deficiency) of revenues over expenditures	(477,362)	(568,788)	(617,078)	(557,779)
209-38 Transfers In	478,333	568,788	754,311	554,590
209-58 Transfers Out	-	-	-	-
Total other financing sources (uses)	478,333	568,788	754,311	554,590
Net change in fund balances	971	-	137,233	(3,189)
Fund Balance (deficit), Beginning	1,241	2,212	2,212	139,445
Fund Balance (deficit), Ending	2,212	2,212	139,445	136,256
	2019 ACTUALS	2020 ADOPTED BUDGET	2020 PROJECTED ACTUALS	2021 TENTATIVE BUDGET
213 DEBT SERVICE 2013 NOTE				
213-36 Miscellaneous Revenue	644	-	1,066	-
TOTAL REVENUES	644	-	1,066	-
213-59 Debt Service	557,586	556,827	556,827	556,047
TOTAL EXPENDITURES	557,586	556,827	556,827	556,047
Excess (deficiency) of revenues over expenditures	(556,941)	(556,827)	(555,761)	(556,047)
213-38 Transfers In	543,600	556,827	574,637	555,913
213-58 Transfers Out	-	-	-	-
Total other financing sources (uses)	543,600	556,827	574,637	555,913
Net change in fund balances	(13,341)	-	18,876	(134)
Fund Balance (deficit), Beginning	87,139	73,798	73,798	92,674
Fund Balance (deficit), Ending	73,798	73,798	92,674	92,540

	2019 ACTUALS	2020 ADOPTED BUDGET	2020 PROJECTED ACTUALS	2021 TENTATIVE BUDGET
214 DEBT SERVICE 2014 NOTE				
214-36 Miscellaneous Revenue	484	-	478	-
TOTAL REVENUES	484	-	478	-
214-59 Debt Service	730,467	731,013	791,874	731,212
TOTAL EXPENDITURES	730,467	731,013	791,874	731,212
Excess (deficiency) of revenues over expenditures	(729,984)	(731,013)	(791,396)	(731,212)
214-38 Transfers In	730,820	731,013	1,033,458	731,281
214-58 Transfers Out	-	-	-	-
Total other financing sources (uses)	730,820	731,013	1,033,458	731,281
Net change in fund balances	836	-	242,062	69
Fund Balance (deficit), Beginning	839	1,675	1,675	243,737
Fund Balance (deficit), Ending	1,675	1,675	243,737	243,807

	2019 ACTUALS	2020 ADOPTED BUDGET	2020 PROJECTED ACTUALS	2021 TENTATIVE BUDGET
300 RENEWAL AND REPLACEMENT FUND				
300-36 Miscellaneous Revenue	-	-	-	-
TOTAL REVENUES	-	-	-	-
300-59 Capital Outlay	190,298	1,019,543	940,367	2,499,000
TOTAL EXPENDITURES	190,298	1,019,543	940,367	2,499,000
Excess (deficiency) of revenues over expenditures	(190,298)	(1,019,543)	(940,367)	(2,499,000)
300-38 Transfers In	190,298	1,019,543	964,523	2,480,558
300-58 Transfers Out	-	-	-	-
Total other financing sources (uses)	190,298	1,019,543	964,523	2,480,558
Net change in fund balances	-	-	24,156	(18,442)
Fund Balance (deficit), Beginning	-	-	-	24,156
Fund Balance (deficit), Ending	-	-	24,156	5,714
	2019 ACTUALS	2020 ADOPTED BUDGET	2020 PROJECTED ACTUALS	2021 TENTATIVE BUDGET
302 CAPITAL PROJECT (2002 BOND)				
302-36 Miscellaneous Revenue	70	-	157	-
TOTAL REVENUES	70	-	157	-
302-59 Capital Outlay	-	11,460	11,460	28,090
TOTAL EXPENDITURES	-	11,460	11,460	28,090
Excess (deficiency) of revenues over expenditures	70	(11,460)	(11,303)	(28,090)
302-38 Transfers In	-	-	-	-
302-58 Transfers Out	-	-	-	-
Total other financing sources (uses)	-	-	-	-
Net change in fund balances	70	(11,460)	(11,303)	(28,090)
Fund Balance (deficit), Beginning	39,323	39,393	39,393	28,090
Fund Balance (deficit), Ending	39,393	27,933	28,090	(0)

	2019 ACTUALS	2020 ADOPTED BUDGET	2020 PROJECTED ACTUALS	2021 TENTATIVE BUDGET
304 CAPITAL PROJECT (2009 BOND)				
304-36 Miscellaneous Revenue	54	-	68	-
TOTAL REVENUES	54	-	68	-
304-59 Capital Outlay	26,500	-	122	17,074
TOTAL EXPENDITURES	26,500	-	122	17,074
Excess (deficiency) of revenues over expenditures	(26,446)	-	(54)	(17,074)
304-38 Transfers In	-	-	-	-
304-58 Transfers Out	-	-	-	-
Total other financing sources (uses)	-	-	-	-
Net change in fund balances	(26,446)	-	(54)	(17,074)
Fund Balance (deficit), Beginning	43,573	17,127	17,127	17,074
Fund Balance (deficit), Ending	17,127	17,127	17,074	-
	2019 ACTUALS	2020 ADOPTED BUDGET	2020 PROJECTED ACTUALS	2021 TENTATIVE BUDGET
305 GRANT AND GF CAPITAL PROJECT FUND				
305-36 Miscellaneous Revenue	-	-	-	-
TOTAL REVENUES	-	-	-	-
305-59 Capital Outlay	572,894	1,132,142	543,061	13,317,648
TOTAL EXPENDITURES	572,894	1,132,142	543,061	13,317,648
Excess (deficiency) of revenues over expenditures	(572,894)	(1,132,142)	(543,061)	(13,317,648)
305-38 Transfers In	1,293,839	1,524,338	1,331,240	12,172,177
305-58 Transfers Out	-	-	-	-
Total other financing sources (uses)	1,293,839	1,524,338	1,331,240	12,172,177
Net change in fund balances	720,945	392,196	788,179	(1,145,471)
Fund Balance (deficit), Beginning	445,544	1,166,489	1,166,489	1,954,668
Fund Balance (deficit), Ending	1,166,489	1,558,685	1,954,668	809,197

	2019 ACTUALS	2020 ADOPTED BUDGET	2020 PROJECTED ACTUALS	2021 TENTATIVE BUDGET
315 IMPACT AND OTHER RESTRICTED FUND				
315-36 Miscellaneous Revenue	-	-	11,839	-
TOTAL REVENUES	-	-	11,839	-
315-59 Capital Outlay	49,705	572,036	129,121	2,662,996
TOTAL EXPENDITURES	49,705	572,036	129,121	2,662,996
Excess (deficiency) of revenues over expenditures	(49,705)	(572,036)	(117,283)	(2,662,996)
315-38 Transfers In	385,065	706,809	614,969	259,737
315-58 Transfers Out	-	-	-	-
Total other financing sources (uses)	385,065	706,809	614,969	259,737
Net change in fund balances	335,360	134,773	497,687	(2,403,259)
Fund Balance (deficit), Beginning	-	2,718,470	2,718,470	3,216,156
Fund Balance (deficit), Ending	2,718,470	2,853,243	3,216,156	812,897
Nonspendable Fund Balance	2,448,824		2,491,597	2,346,792
Additional Funds as per 12-20 Fund Balance Policy				
Emergency Operations Fund Balance	1,344,697		3,200,000	3,200,000
Emergency Maintenance Fund Balance	1,448,370		3,200,000	3,200,000
Debt Service Reserve Fund Balance	297,615		2,400,000	2,400,000
Alternative Investments	7,085,919		1,333,828	1,478,633
Total other fund balances	10,176,601	-	10,133,828	10,278,633

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ORG	OBJ	PROJECT	ACCOUNT DESCRIPTION	2019 ACTUALS	2020 BUDGET*	2020 PROJECTED ACTUALS	2021 PROPOSED BUDGET
01300	311100		CURRENT AD VALOREM TAXES	7,346,575	7,777,693	7,856,128	8,099,316
01300	319100		AD VALOREM TAXES INTEREST	26,381	15,000	20,556	-
01300	311200		PRIOR YEAR AD VALOREM TAXES	4,613	5,000	3,443	5,000
01300	312400		LOCAL OPTION GAS TAX#1	495,662	492,808	429,883	480,558
01300	312420		LOCAL OPTION GAS TAX#2	224,345	221,809	194,086	215,737
01300	315000		COMMUNICATIONS SERVICES TAXES	-	-	824,855	870,230
101300	315000		COMMUNICATIONS SERVICES TAXES	916,558	890,041	-	-
01300	316000		LOCAL BUSINESS TAX RECEIPT	134,933	160,000	131,548	128,187
01300	316100		FLORIDA LEAGUE COLLECTED LBTR	625	800	975	-
01300	316200		CONTRACTORS' REGISTRATION	1,849	1,800	1,754	1,756
01300	316300		DELQ LCL BUSINESS TAX RCPT	1,156	1,000	350	500
01300	322000		PLAN REVIEW FEE	650	900	450	900
01300	322100		BUILDING PERMIT FEES	527,603	410,000	571,885	502,000
01300	322200		DBPR FBC SURCHARGE	761	1,100	-	-
01300	322300		DBPR BCAIB SURCHARGE	784	1,000	-	-
01300	323100		ELECTRIC FRANCHISE	1,627,971	1,700,000	1,116,199	1,674,299
01300	323400		GAS FRANCHISE FEES	241,346	205,000	179,319	229,279
01300	323700		SOLID WASTE FRANCHISE	39,790	36,000	23,094	37,801
01300	324100		POLICE PROTECTION IMPACT FEES	-	-	4,860	500
01300	324200		NPEB	-	-	2,700	500
01300	324300		ROAD IMPACT FEES	-	-	310,385	30,000
01300	324600		LIBRARY IMPACT FEES	-	-	33,585	3,000
01300	324601		RECREATION IMPACT FEES	-	-	100,622	10,000
151300	324100		POLICE PROTECTION IMPACT FEES	1,488	3,000	-	-
151300	324200		NPEB	20,800	20,000	-	-
151300	324300		TRAFFIC IMPACT FEES	82,925	300,000	-	-
151300	324600		PUBLIC LIBRARY IMPACT FEES	9,137	12,000	-	-
151300	324601		RECREATION IMPACT FEES	27,369	50,000	-	-
151300	325100		MITIGATION FEE MULTI-MODAL	19,000	100,000	-	-
01300	329000		PARKING FEES	81,254	15,000	41,874	128,000
01300	329100		R-O-W PERMIT FEES	35,547	35,000	49,173	48,000
01300	329200		RENTAL REGISTRATION FEE	257,430	226,000	597,968	510,000
01300	329300		LIVERY VESSEL PERMIT FEE	33,798	50,000	38,012	32,108
01300	329400		BEACH VENDOR PERMIT	3,075	5,625	5,587	2,921
01300	331300		FEDERAL GRANT-PHY ENVIRONMENT	127,350	-	22,744	-
01300	331301	SW51L	NFWF STORMWATER CIP GRANT	-	-	10,125	290,800
01300	331302	CRH63	RESTORE PARK CIP GRANT	-	-	-	1,216,530
01300	331303	RC216	RESTORE PARK CIP GRANT	-	-	-	729,918
01300	331500		FEDERAL GRANTS/FEMA	28,634	70,000	-	39,750
01300	331500	EM426	FEDERAL GRANTS/FEMA	-	-	-	-
01300	331500	FM637	FEDERAL GRANTS/FEMA	-	-	115,013	73,452
01300	334100		STATE GRANTS GENERAL GOV'T	-	41,726	-	-
01300	334300		ST GRANT - PHY ENVIRONMENT	576	-	-	-
01300	334490		GRANTS/MEDIAN MAINTENANCE (FDOT-FERROV	14,310	30,544	15,872	30,500
01300	334491		ST GRANT - TRANSPORTATION	-	-	-	-
01300	334492		TRAFFIC SIGNAL/HWY LGT MAINT	120,283	116,751	84,240	115,000
01300	334720		FDEP OPS LEONARD DESTIN PARK	-	-	-	83,236
01300	335122		MUNICIPAL SHARING TAX	422,641	439,979	404,506	405,730
01300	335140		MOBILE HOME TAX	696	1,000	1,055	500
01300	335150		ALCOHOL AND BEVERAGE TAX	59,354	56,000	5,698	50,000
01300	335180		1/2 CENT SALES TAX	-	-	1,127,677	1,257,221
101300	335180		1/2 CENT SALES TAX	1,376,723	1,356,132	-	-
01300	335185		OKAL 1/2 PENNY SALES TAX	918,383	850,000	1,134,217	1,065,819
01300	337100		OTHER COUNTY GRANTS	-	-	-	-
01300	337300		PARTNERSHIP/LOCAL GRANT	-	-	-	-
01300	337710		BEACH OPERATIONS/TDC FUNDING	322,944	429,000	259,788	421,600
01300	337711		BEACH CIP FUNDING/TDC	27,188	30,000	50,117	37,400
01300	337712		TDC BEACH LAND ACQUISITION	-	-	-	6,254,000
01300	338000		COUNTY OCCUPATIONAL LICENSES	13,037	17,000	3,466	12,385
01300	338001		COUNTY LIBRARY COOPERATIVE	61,960	62,000	15,405	62,629
01300	341900		OTHER CHARGES/FEES	335	300	433	320
01300	341910		ZONING REVIEW FEES	113,065	135,000	130,064	107,410
01300	341920		ENGINEERING FEES	212	-	-	200
01300	341930		ELECTION QUALIFYING FEES	50	-	-	-

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ORG	OBJ	PROJECT	ACCOUNT DESCRIPTION	2019 ACTUALS	2020 BUDGET*	2020 PROJECTED ACTUALS	2021 PROPOSED BUDGET
01300	341940		MARINE APPLICATION FEES	2,264	2,500	294	2,150
01300	341950		SHORT TERM GRANDFATHER APP	6,900	-	-	-
01300	347100		LIBRARY SERVICE FEES	6,629	7,500	5,929	6,298
01300	347110		LIBRARY MISC FEES	3,200	3,000	2,423	3,040
01300	347200		PARK SERVICE FEES	9,381	7,500	5,919	8,912
01300	347210		FOOTBALL ADULT FLAG-R	1,780	1,500	-	-
01300	347212		FOOTBALL-YOUTH - FLAG - R	6,120	-	-	-
01300	347214		FOOTBALL-YOUTH-TACKLE-R	-	2,500	-	-
01300	347215		FOOTBALL ADULT FLAG-NR	4,160	3,200	-	-
01300	347215	COV19	FOOTBALL ADULT FLAG - NR	-	-	-	-
01300	347217		FOOTBALL-YOUTH - FLAG- NR	125	-	-	-
01300	347219		FOOTBALL-YOUTH-TACKLE-NR	2,030	1,000	-	-
01300	347220		SOCCER REVENUE - R	18,760	16,000	-	-
01300	347220	COV19	SOCCER REVENUE-R	-	-	-	-
01300	347225		SOCCER REVENUE-NR	6,620	7,300	-	-
01300	347230		CHEERLEADING - R	2,099	3,000	-	-
01300	347235		CHEERLEADING REV-NR	205	500	-	-
01300	347240		SOFTBALL - R	4,080	5,500	-	-
01300	347245		SOFTBALL REVENUE-NR	10,020	8,500	-	-
01300	347260		JOE'S BAYOU ANNUAL PASS	1,330	1,400	11,845	9,905
01300	347261		JOES BAYOU REC-NR ANNUAL	6,815	6,000	-	-
01300	347262		JOE'S BAYOU REC FEES-HONOR BOX	92,670	85,000	96,523	88,037
01300	347263		JOES BAYOU REC FEES - COMM-OT	3,090	2,060	-	-
01300	347265		HENDERSON BEACH PARK PASS	12,780	13,000	12,725	12,141
01300	347520		COMMUNITY CTR RENT-NP	2,789	17,000	-	-
01300	347525		COMMUNITY CTR RENT-COMM	18,585	15,000	-	-
01300	347530		COMMUNITY CENTER	13,531	13,000	58,385	81,843
01300	347540		COMMUNITY CTR PRGRM - R	51,879	60,000	-	-
01300	347545		COMM CTR PRGRMS-NR	12,718	15,000	-	-
01300	347545	COV19	COMM CTR PRGRMS-NR	-	-	-	-
01300	347547		COMMUNITY CTR PRGRMS-SENIORS	180	3,000	-	-
01300	347550		MORGANS SPORTS COMPLEX	112	500	93,427	145,897
01300	347551		SPORTS COMPLEX FEES - NP	32,400	25,000	-	-
01300	347555		SPRTS COMPLEX FEES-COMM	28,112	12,000	-	-
01300	347560		SPORTS COMPLEX CONCESSIONS	15,440	10,000	1,279	-
01300	347580		SPORTS COMPLEX SPONSORSHIP	21,625	21,000	-	-
01300	347590		SPECIAL EVENTS FEES-R	-	-	-	-
01300	351000		TRAFFIC FINES	21,948	30,000	24,741	20,850
01300	352000		LIBRARY FINES	3,127	4,000	1,534	2,970
01300	354100		CODE VIOLATION FINES	2,650	6,000	48,456	2,500
01300	354200		CONSTRUCTION BOARD VIOLATIONS	200	-	100	200
01300	354300		PARKING FINES	1,057	10,000	9,537	1,000
01300	358100		FUTURE INFRASTRUCTURE REVENUE	-	-	-	-
01300	361100		INTEREST EARNINGS	-	-	45,939	16,000
01300	361104		P-CARD EARNED INTEREST	4,759	4,800	5,084	2,000
01300	361105		INTEREST EARNINGS	17,340	6,700	2,757	-
01300	361115		BANK INT 9939	-	-	536	-
01300	361130		BANK INTEREST	-	-	1,456	-
101300	361100		INTEREST EARNINGS	634	300	-	-
151300	361140		INTEREST EARNINGS	4,494	2,200	-	-
01300	362000		AIRPORT PROPERTY RENT	8,000	9,600	6,400	1
01300	364200		CEMETERY LOT/SEA MEMORIAL	15,248	10,000	21,721	15,250
01300	365000		SURPLUS SALES	460	-	-	-
01300	366000		OTHER CONTRIBUTIONS	-	-	-	-
01300	366110		LIBRARY DONATIONS	1,304	2,500	1,369	-
01300	366120		"ROOTS RUN DEEP" BOOK REVENUE	495	200	-	-
01300	366130		DONATIONS-LIBRARY GUILD	239	-	-	-
01300	366140		OTHER DONATIONS/CONTRIBUTIONS	-	-	2,400	-
01300	366190		DOG PARK DONATIONS	860	1,500	656	-
01300	366191		DOG PARK PROJECT DONATIONS	3,974	-	-	-
01300	369000		OTHER MISCELLANEOUS REVENUE	4,240	3,000	18,267	4,000
01300	369100		OVER/UNDER	(71)	-	(296)	-
01300	369200		CD TECH SURCHARGE FUNDS	75,865	252,400	-	-
01300	369300		RISK MANAGMENT REIMBURSEMENTS	255	-	30,810	-

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ORG	OBJ	PROJECT	ACCOUNT DESCRIPTION	2019 ACTUALS	2020 BUDGET*	2020 PROJECTED ACTUALS	2021 PROPOSED BUDGET
01300	383000		CAPITAL LEASE INCEPTION	-	-	-	-
			Total 01300 REVENUE	16,336,671	17,083,668	16,429,929	25,687,985
0151110	531000		PROFESSIONAL SERVICES	14,200	-	29,500	-
0151110	534000		CONTRACT SERVICES	15,246	24,500	7,595	16,000
0151110	540000		TRAVEL/PER DIEM	8,895	13,100	4,226	13,100
0151110	546000		REPAIRS AND MAINTENANCE	574	1,000	-	1,000
0151110	547000		PRINTING AND BINDING	505	800	1,060	800
0151110	548000		PROMOTIONAL ACTIVITIES	19,542	34,000	22,493	34,000
0151110	552000		OPERATING SUPPLIES	14,749	19,700	12,509	19,700
0151110	554000		BOOKS, SUBS, MEMBERSHIPS	4,397	6,675	4,555	6,675
0151110	555000		TRAINING	550	-	-	-
0151110	561000		LAND	255,702	-	-	-
0151110	564000		MACHINERY AND EQUIPMENT	-	-	3,517	-
0151110	582000		CONTRIBUTIONS	1,000	1,000	-	-
0151110	599000		CONTINGENCIES	-	15,041	-	30,000
			Total 0151110 CITY COUNCIL	335,359	115,816	85,455	121,275
0151212	511000		EXECUTIVE SALARIES	123,436	133,623	139,390	138,828
0151212	512000		REGULAR SALARIES	189,140	247,867	214,683	319,282
0151212	515000		SPECIAL PAY	270	-	150	-
0151212	521000		FICA TAXES	5,706	6,851	6,429	8,590
0151212	522000		RETIREMENT CONTRIBUTIONS	32,954	46,793	43,829	55,949
0151212	522001		CITY MANAGER RETIREMENT 401A	4,770	6,441	6,384	6,701
0151212	523000		LIFE/HEALTH INSURANCE	44,712	76,483	62,217	71,541
0151212	531000		PROFESSIONAL SERVICES	59,169	30,000	311,536	30,000
0151212	534000		CONTRACT SERVICES	5,727	4,500	29,452	4,500
0151212	540000		TRAVEL/PER DIEM	3,393	10,000	175	10,000
0151212	544000		RENTS AND LEASES	393	-	-	-
0151212	547000		PRINTING AND BINDING	2,471	8,100	240	8,100
0151212	548000		PROMOTIONAL ACTIVITIES	11,079	13,500	5,782	13,500
0151212	549000		OTHER CURRENT CHARGES	-	-	636	-
0151212	551000		OFFICE SUPPLIES	186	2,200	758	2,200
0151212	552000		OPERATING SUPPLIES	5,004	4,000	8,143	11,000
0151212	554000		BOOKS, SUBS, MEMBERSHIPS	2,016	9,200	3,043	9,500
0151212	555000		TRAINING	3,475	5,000	1,339	6,200
0151212	599001		COUNCIL PRE AUTH CONTINGENCIES	5,000	-	-	-
			Total 0151212 CITY MANAGER	498,901	604,558	834,188	695,891
0151215	512000		REGULAR SALARIES	155,278	164,405	164,989	169,865
0151215	514000		OVERTIME PAY	-	1,513	-	420
0151215	521000		FICA TAXES	2,188	2,406	2,322	2,469
0151215	522000		RETIREMENT CONTRIBUTIONS	19,467	20,740	20,624	21,286
0151215	523000		LIFE/HEALTH INSURANCE	36,470	36,938	37,745	38,354
0151215	534000		CONTRACT SERVICES	-	500	-	500
0151215	540000		TRAVEL/PER DIEM	-	2,500	-	2,500
0151215	547000		PRINTING AND BINDING	15,843	-	-	-
0151215	551000		OFFICE SUPPLIES	481	1,100	164	700
0151215	552000		OPERATING SUPPLIES	-	255	-	255
0151215	554000		BOOKS, SUBS, MEMBERSHIPS	605	1,400	525	500
0151215	555000		TRAINING	-	1,000	500	1,000
			Total 0151215 CITY CLERK	230,332	232,757	226,868	237,849
0151320	512000		REGULAR SALARIES	170,545	185,394	138,495	189,614
0151320	521000		FICA TAXES	2,423	2,688	2,785	2,749
0151320	522000		RETIREMENT CONTRIBUTIONS	21,690	23,174	14,330	23,702
0151320	523000		LIFE/HEALTH INSURANCE	34,398	36,747	22,177	48,531
0151320	531000		PROFESSIONAL SERVICES	-	3,000	4,098	30,000
0151320	532000		AUDIT SERVICES	25,200	24,000	24,100	26,500
0151320	540000		TRAVEL/PER DIEM	-	3,000	-	3,000
0151320	547000		PRINTING AND BINDING	1,154	1,000	453	1,500
0151320	549000		OTHER CHARGES	21,821	20,160	44,052	25,200
0151320	549005		TC COMMISSIONS PD	-	-	294	194,800
0151320	551000		OFFICE SUPPLIES	241	900	173	900

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0151320	552000		OPERATING SUPPLIES	383	900	474	900
0151320	554000		BOOKS, SUBS, MEMBERSHIPS	1,020	1,080	1,683	3,500
0151320	555000		TRAINING	-	3,500	-	2,925
0151320	564000		MACHINERY AND EQUIPMENT	1,985	-	-	-
			Total 0151320 FINANCE	280,861	305,543	253,114	553,821
0151321	512000		REGULAR SALARIES	77,011	82,163	79,677	88,664
0151321	515000		SPECIAL PAY	750	765	750	765
0151321	521000		FICA TAXES	1,905	2,205	1,962	2,494
0151321	522000		RETIREMENT CONTRIBUTIONS	8,096	8,345	8,341	8,765
0151321	523000		LIFE/HEALTH INSURANCE	9,878	9,635	10,209	9,998
0151321	531000		PROFESSIONAL SERVICES	105	1,676	147	1,466
0151321	534000		CONTRACT SERVICES	-	-	(315)	-
0151321	535000		INVESTIGATIONS	1,796	1,068	751	1,068
0151321	540000		TRAVEL/PER DIEM	2,040	900	-	900
0151321	545000		RISK MANAGEMENT INSURANCE	286,923	372,657	423,098	375,247
0151321	546000		REPAIRS AND MAINTENANCE	-	1,500	-	1,500
0151321	548001		PROMOTIONAL ACTIVITIES/WELLNES	1,167	1,250	-	1,250
0151321	549000		OTHER CURRENT CHARGES	50	35	90	35
0151321	551000		OFFICE SUPPLIES	493	735	312	635
0151321	551001		OFFICE SUPPLIES/WELLNESS	-	50	-	50
0151321	552000		OPERATING SUPPLIES	2,710	2,687	1,088	3,087
0151321	552001		OPERATING SUPPLIES, WELLNESS	233	400	351	400
0151321	554000		BOOKS, SUBSCRIPTIONS, MBRSHIPS	859	1,739	989	1,739
0151321	554001		BOOKS,SUBS/WELLNESS	725	888	-	888
0151321	555000		TRAINING	10,290	5,280	9,475	5,280
0151321	555001		TRAINING - WELLNESS	-	100	-	100
			Total 0151321 HUMAN RESOURCES	405,030	494,078	536,924	504,331
0151322	534000		CONTRACT SERVICES	1,000	3,000	1,574	3,000
0151322	542000		FREIGHT & POSTAGE SERVICES	5,519	15,000	8,727	15,000
0151322	543000		UTILITIES	18,685	21,000	20,848	21,630
0151322	544000		RENTS AND LEASES	1,356	1,600	1,626	1,600
0151322	546000		REPAIRS AND MAINTENANCE	-	1,000	-	1,000
0151322	547000		PRINTING AND BINDING	661	31,100	12,051	31,100
0151322	549000		OTHER CHARGES	46,253	48,000	73,127	78,000
0151322	551000		OFFICE SUPPLIES	3,431	4,000	3,149	4,000
0151322	552000		OPERATING SUPPLIES	3,261	6,200	4,579	6,200
0151322	552000	COV19	OPERATING SUPPLIES	-	-	237	-
0151322	554000		BOOKS, SUBS, MEMBERSHIPS	1,728	2,950	1,809	2,950
0151322	564000		MACHINERY AND EQUIPMENT	-	-	4,213	-
			Total 0151322 ADMINISTRATIVE SERVIC	81,894	133,850	131,941	164,480
0151324	512000		REGULAR SALARIES	108,400	129,338	75,217	94,898
0151324	514000		OVERTIME PAY	884	2,154	733	2,374
0151324	521000		FICA TAXES	1,432	1,907	991	1,410
0151324	522000		RETIREMENT CONTRIBUTIONS	10,305	14,737	6,153	12,159
0151324	523000		LIFE/HEALTH INSURANCE	50,856	62,475	35,913	42,737
0151324	534000		CONTRACT SERVICES	1,787	5,000	114	15,000
0151324	540000		TRAVEL/PER DIEM	-	100	-	-
0151324	543000		UTILITIES	28,488	33,000	28,550	33,990
0151324	544000		RENTS AND LEASES	588	1,000	999	1,030
0151324	546000		REPAIRS AND MAINTENANCE	56,378	80,000	53,405	81,900
0151324	551000		OFFICE SUPPLIES	93	50	50	-
0151324	552000		OPERATING SUPPLIES	20,803	11,000	20,255	17,470
0151324	555000		TRAINING	900	500	-	-
0151324	562000		BUILDINGS	-	-	-	-
0151324	563000		INFRASTRUCTURE	-	-	-	-
0151324	564000		MACHINERY AND EQUIPMENT	1,073	12,500	31,985	-
			Total 0151324 FACILITIES MAINTENANC	281,986	353,761	254,364	302,968
0151430	531001		CITY ATTORNEY	98,903	111,000	136,866	127,100
0151430	531002		LABOR ATTORNEY	3,615	6,000	4,997	2,900
0151430	531003		LAND USE ATTORNEY	188,066	183,000	162,590	152,600

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0151430	531004		FRANCHISE ATTORNEY	9,193	-	29,195	18,000
0151430	531005		MISCELLANEOUS REPRESENTATION	272,212	100,000	265,645	273,700
			Total 0151430 LEGAL SERVICES	571,988	400,000	599,294	574,300
0151531	512000		REGULAR SALARIES	236,822	393,029	296,107	403,291
0151531	514000		OVERTIME PAY	125	945	72	115
0151531	521000		FICA TAXES	3,231	5,713	3,998	5,849
0151531	522000		RETIREMENT CONTRIBUTIONS	20,808	49,247	24,841	50,426
0151531	523000		LIFE/HEALTH INSURANCE	56,516	105,286	83,777	122,453
0151531	531000		PROFESSIONAL SERVICES	125,899	526,585	148,881	162,700
0151531	531001		HARBOR DISTRICT IMPRV/DESIGN	-	-	6,000	425,000
0151531	534000		CONTRACT SERVICES	41,085	24,000	17,000	43,300
0151531	540000		TRAVEL/PER DIEM	8,351	5,000	(3,542)	5,200
0151531	546000		REPAIRS AND MAINTENANCE	-	150	-	200
0151531	547000		PRINTING AND BINDING	2,830	2,000	2,898	2,100
0151531	549000		OTHER CURRENT CHARGES	2,171	-	-	-
0151531	551000		OFFICE SUPPLIES	6,233	5,000	3,825	5,200
0151531	552000		OPERATING SUPPLIES	6,099	21,339	2,975	22,000
0151531	552010		OPERATING SUPPLIES TECHNOLOGY	-	-	3,035	-
0151531	552010	COV19	OPERATING SUPPLIES TECHNOLOGY	-	-	425	-
0151531	554000		BOOKS, SUBS, MEMBERSHIPS	896	2,510	978	2,600
0151531	555000		TRAINING	1,901	6,700	4,912	6,900
			Total 0151531 COMMUNITY DEVELOPMENT	512,967	1,147,504	596,182	1,257,334
0151932	512000		REGULAR SALARIES	187,169	192,228	223,768	214,849
0151932	514000		OVERTIME PAY	-	1,719	163	1,285
0151932	521000		FICA TAXES	2,850	2,919	3,330	3,214
0151932	522000		RETIREMENT CONTRIBUTIONS	19,690	21,977	23,677	24,722
0151932	523000		LIFE/HEALTH INSURANCE	41,216	58,412	52,772	56,077
0151932	534000		CONT SERV-MAINT,LIC & SUPPORT	131,832	121,900	65,118	137,600
0151932	534001		CONT SER	892	-	27,810	-
0151932	540000		TRAVEL/PER DIEM	2,214	3,500	155	4,000
0151932	541000		COMMUNICATIONS SERVICES	64,587	56,400	57,578	61,800
0151932	541004		COMMUNICATIONS	24	-	-	-
0151932	541005		COMMUNICATIONS-CELL & RADIO	30,760	22,800	31,965	24,000
0151932	544000		RENTS AND LEASES	23,292	21,350	27,245	21,600
0151932	546000		REPAIRS AND MAINTENANCE	143	6,000	586	7,000
0151932	546001		TELEPHONE SYSTEM AGREEMENT	-	-	12,150	-
0151932	551000		OFFICE SUPPLIES	118	500	125	500
0151932	552000		OPERATING SUPPLIES	28,628	20,000	7,704	20,000
0151932	552000	COV19	OPERATING SUPPLIES	-	-	10,386	-
0151932	552001		OPER SUPPLIES-HARDWARE SOFTWARE	419	-	-	-
0151932	552010		OPERATING SUPPLIES TECHNOLOGY	4,560	-	-	-
0151932	554000		BKS, SUBS, MEMBERSHIPS	8,908	12,900	4,665	7,600
0151932	554000	COV19	SUBS, MEMBERSHIPS	-	-	2,412	-
0151932	555000		TRAINING	-	3,000	8,558	3,000
0151932	564000		MACHINERY & EQUIP/PRINTERS	2,393	-	-	-
0151932	564001		MACHINERY & EQUIP/COMP SYSTEMS	-	217,000	8,317	-
0151932	564001	COV19	MACHINERY & EQUIPMENT	-	-	52,855	-
0151932	564080		COMPUTER EQUIP LIBRARY	-	15,000	-	-
			Total 0151932 INFORMATION TECHNOLOG	549,696	777,605	621,341	587,248
0152140	512000		REGULAR SALARIES	7,711	13,074	3,866	13,167
0152140	514000		OVERTIME PAY	-	-	-	-
0152140	521000		FICA TAXES	590	1,000	296	1,007
0152140	522000		RETIREMENT CONTRIBUTIONS	-	-	-	-
0152140	523000		LIFE/HEALTH INSURANCE	-	-	-	-
0152140	534000		CONTRACT SERVICES	2,160,198	2,327,808	2,327,806	2,299,340
0152140	552000		OPERATING SUPPLIES CONTRIBUTIO	75	-	37	-
0152140	534521		LIFEGUARDS AND BEACH PATROL	100,000	100,000	100,000	100,000
			Total 0152140 PUBLIC SAFETY	2,268,573	2,441,882	2,432,004	2,413,514
0152441	512000		REGULAR SALARIES	320,211	373,332	341,174	391,154
0152441	514000		OVERTIME PAY	1,333	1,188	3,040	2,779

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0152441	521000		FICA TAXES	4,621	5,431	4,929	5,712
0152441	522000		RETIREMENT CONTRIBUTIONS	38,679	46,815	40,929	49,242
0152441	523000		LIFE/HEALTH INSURANCE	62,620	84,390	67,458	88,333
0152441	531000		PROFESSIONAL SVCS	-	850	-	-
0152441	540000		TRAVEL/PER DIEM	703	4,880	-	6,200
0152441	546000		REPAIRS AND MAINTENANCE	-	125	-	125
0152441	547000		PRINTING AND BINDING	1,778	1,900	2,663	1,600
0152441	549000		OTHER CHARGES	-	-	-	-
0152441	551000		OFFICE SUPPLIES	-	-	-	-
0152441	552000		OPERATING SUPPLIES	902	1,758	1,104	1,830
0152441	554000		BOOKS, SUBS, MEMBERSHIPS	1,345	3,750	1,716	3,745
0152441	555000		TRAINING	1,312	4,485	1,687	4,550
0152441	564000		MACHINERY AND EQUIPMENT	-	-	-	-
Total 0152441 BUILDING INSPECTIONS				433,503	528,904	464,700	555,271
0152442	512000		REGULAR SALARIES	235,484	276,823	294,868	349,409
0152442	514000		OVERTIME PAY	1,084	5,767	5,684	6,951
0152442	521000		FICA TAXES	3,903	4,814	4,631	5,875
0152442	522000		RETIREMENT CONTRIBUTIONS	24,218	33,879	30,933	43,118
0152442	523000		LIFE/HEALTH INSURANCE	67,460	97,580	91,367	112,433
0152442	531000		PROFESSIONAL SERVICES	-	8,000	2,250	8,000
0152442	534000		CONTRACT SERVICES	2,345	7,800	-	7,800
0152442	540000		TRAVEL/PER DIEM	3,743	10,000	167	20,050
0152442	546000		REPAIRS AND MAINTENANCE	45	-	990	-
0152442	547000		PRINTING AND BINDING	1,983	1,300	6,461	3,600
0152442	549000		OTHER CURRENT CHARGES	296	-	-	-
0152442	551000		OFFICE SUPPLIES	105	-	966	-
0152442	552000		OPERATING SUPPLIES	14,600	1,660	4,261	18,600
0152442	554000		BOOKS, SUBS, MEMBERSHIPS	3	700	852	720
0152442	555000		TRAINING	2,971	7,150	5,355	14,116
Total 0152442 CODE COMPLIANCE				358,240	455,473	448,784	590,671
0152543	540000		TRAVEL/PER DIEM	-	4,000	-	4,100
0152543	541000		COMMUNICATIONS SERVICES-IT	699	2,500	430	2,600
0152543	546000		REPAIRS AND MAINTENANCE	-	4,000	9,234	8,750
0152543	547000		PRINTING AND BINDING	-	500	499	500
0152543	548000		PROMOTIONAL ACTIVITIES	-	500	14	500
0152543	551000		OFFICE SUPPLIES	-	100	-	100
0152543	552000		OPERATING SUPPLIES	631	4,700	5,183	4,800
0152543	552000	COVID19	OPERATING SUPPLIES	-	-	30,515	-
0152543	554000		BOOKS, SUBS, MEMBERSHIPS	-	250	58	300
0152543	555000		TRAINING	-	3,000	-	3,100
Total 0152543 EMERGENCY MANAGEMENT				1,330	19,550	45,934	24,750
0153950	543000		UTILITIES	1,155	2,000	1,398	2,060
0153950	544000		RENTS AND LEASES	-	150	-	-
0153950	546000		REPAIRS & MAINTENANCE	5,315	6,105	837	6,288
0153950	552000		OPERATING SUPPLIES	1,661	2,805	3,614	2,889
0153950	563001		INFRASTRUCTURE/CEMETERY REFURB	-	9,500	-	-
Total 0153950 CEMETERY				8,131	20,560	5,848	11,237
0153951	531000		PROFESSIONAL SERVICES	1,910	5,000	650	5,000
0153951	543000		UTILITIES	2,788	-	865	-
0153951	543301		HARBOR PUMP UTILITIES	17,756	15,000	17,630	18,000
0153951	544000		RENTS AND LEASES	-	500	876	1,000
0153951	546000		REPAIRS AND MAINTENANCE	2,575	5,000	780	3,000
0153951	552000		OPERATING SUPPLIES	874	600	1,346	18,250
0153951	553000		ROAD MATERIALS/SUPPLIES	-	2,000	-	-
0153951	554000		BKS, SUBS, MEMBERSHIPS	100	250	75	250
Total 0153951 PHYSICAL ENVIRONMENT				26,004	28,350	22,222	45,500
0154160	512000		REGULAR SALARIES	587,723	706,718	538,130	530,769
0154160	514000		OVERTIME PAY	4,160	4,249	3,212	4,796
0154160	521000		FICA TAXES	8,247	10,309	7,536	7,766

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0154160	522000		RETIREMENT CONTRIBUTIONS	62,428	84,793	56,136	60,800
0154160	523000		LIFE/HEALTH INSURANCE	154,312	222,989	166,720	212,082
0154160	534000		CONTRACT SERVICES	-	-	350	-
0154160	534002		CONTRACT SERV/TRAFFIC SIGNAL	-	83,384	166,336	91,550
0154160	534004		CONTRACT SERVICES/SIDEWALKS	95,057	130,000	147,817	-
0154160	534005		CONTRACT SERVICES/ROADWAYS	67,823	50,000	25,326	64,000
0154160	534100		CONTRACT SERVICES/STORMWATER	21,784	60,000	60,000	60,000
0154160	534402		CONTRACT SERVICES/RD STRIPING	29,212	60,000	94,711	-
0154160	540000		TRAVEL/PER DIEM	3,786	2,100	527	2,100
0154160	543000		UTILITIES	-	-	584	-
0154160	543400		UTILITY SERVICES/ST LIGHTS	209,872	200,000	192,465	206,000
0154160	543401		UTILITY SERV/TRAFFIC SIGNALS	6,665	7,000	8,600	7,210
0154160	543402		UTILITY SERVICES/WATER (SHOP)	3,368	6,250	3,605	6,400
0154160	543403		UTILITY SERVICES/ELEC (SHOP)	7,204	8,750	7,005	9,000
0154160	543405		UTILITY SERVICES/ELEC - PUMPS	16,084	20,000	17,930	20,600
0154160	543406		UTILITY SERVICES/GAS	2,222	2,000	2,011	2,060
0154160	544000		RENTS AND LEASES	23,348	7,265	4,974	7,200
0154160	546000		REPAIRS AND MAINTENANCE	85,647	76,840	89,658	81,500
0154160	551000		OFFICE SUPPLIES	837	220	801	800
0154160	552000		OPERATING SUPPLIES	91,132	85,000	100,632	80,000
0154160	553000		ROAD MATERIALS/SUPPLIES	35,666	68,500	50,724	57,500
0154160	554000		BOOKS, SUBS, MEMBERSHIPS	418	-	-	500
0154160	555000		TRAINING	1,922	4,600	886	4,000
0154160	562000		CAPITAL OUTLAY - BUILDINGS	-	169,000	-	-
0154160	563000		INFRASTRUCTURE	-	-	2,319	-
0154160	564000		MACHINERY AND EQUIPMENT	120,578	23,697	296,112	-
			Total 0154160 PUBLIC WORKS	1,639,493	2,093,664	2,045,107	1,516,633
0154161	512000		REGULAR SALARIES	-	-	85,670	228,307
0154161	521000		FICA TAXES	-	-	1,204	3,310
0154161	522000		RETIREMENT CONTRIBUTIONS	-	-	10,240	28,538
0154161	523000		LIFE/HEALTH INSURANCE	-	-	16,235	51,594
0154161	531000		PROFESSIONAL SERVICES	34,592	40,000	25,000	41,200
0154161	531001		PROF SERV CONSOLIDATED ENG/CM	-	100,000	99,960	103,000
0154161	534000		CONTRACT SERVICES	-	-	-	-
0154161	540000		TRAVEL/PER DIEM	133	900	25	900
0154161	546000		REPAIRS AND MAINTENANCE	-	1,500	-	1,000
0154161	547000		PRINTING AND BINDING	-	100	-	100
0154161	547001		NPDES PUBLIC INFORMATION	-	500	307	500
0154161	551000		OFFICE SUPPLIES	715	700	-	700
0154161	552000		OPERATING SUPPLIES	367	3,950	1,500	2,000
0154161	554000		BOOKS, SUBS, MEMBERSHIPS	500	2,000	1,784	2,100
0154161	555000		TRAINING	1,005	750	824	800
0154161	564000		MACHINERY AND EQUIPMENT	-	30,000	24,928	-
			Total 0154161 ENGINEERING	37,312	180,400	267,678	464,050
0154183	534000		CONTRACT SERVICES	78,108	137,437	123,566	115,000
0154183	546000		REPAIRS AND MAINTENANCE	8,045	45,000	15,179	10,000
0154183	563000		INFRASTRUCTURE	14,907	-	-	-
			Total 0154183 MEDIAN MAINTENANCE	101,060	182,437	138,745	125,000
0155271	559830	COV19	ECON DEV/OTHER GRANTS	-	-	103,000	-
0155271	599000		CONTINGENCIES	-	-	-	25,000
0155271	582000		CONTRIBUTIONS	13,209	13,500	13,509	-
			Total 0155271 ECONOMIC DEVELOPMENT	13,209	13,500	116,509	25,000
0156272	534000		CONTRACT SERVICES	52,808	67,020	48,375	100,000
0156272	582000		CONTRIBUTIONS	10,000	10,000	3,250	-
			Total 0156272 HEALTH SERVICES	62,808	77,020	51,625	100,000
0156473	599000		CONTINGENCIES	-	-	-	15,000
0156473	582000		CONTRIBUTIONS	-	8,500	8,350	-
			Total 0156473 HUMAN SERVICES	-	8,500	8,350	15,000

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0157180	512000		REGULAR SALARIES	264,555	321,579	294,979	337,558
0157180	521000		FICA TAXES	7,100	9,499	7,243	8,978
0157180	522000		RETIREMENT CONTRIBUTIONS	21,938	25,926	26,233	32,183
0157180	523000		LIFE/HEALTH INSURANCE	51,227	61,168	61,689	96,086
0157180	534000		CONTRACT SERVICES	2,500	17,700	10,041	13,133
0157180	534000	COV19	CONTRACT SERVICES	-	-	995	-
0157180	540000		TRAVEL/PER DIEM	1,472	2,000	325	750
0157180	541000		COMMUNICATIONS SERVICES	5	600	-	600
0157180	542000		FREIGHT & POSTAGE SERVICES	13	100	9	100
0157180	543000		UTILITIES	19,384	22,200	20,728	21,200
0157180	546000		REPAIRS AND MAINTENANCE	70	7,600	7,656	1,600
0157180	546001		REPAIRS AND MAINT/FACILITY	-	-	-	10,000
0157180	547000		PRINTING AND BINDING	499	600	-	500
0157180	548000		PROMOTIONAL ACTIVITIES	1,594	1,500	1,761	1,500
0157180	549000		OTHER CHARGES	-	200	-	-
0157180	551000		OFFICE SUPPLIES	233	-	-	-
0157180	552000		OPERATING SUPPLIES	5,502	5,000	5,408	5,000
0157180	554000		BOOKS, SUBS, MEMBERSHIPS	2,650	1,574	2,907	344
0157180	555000		TRAINING	-	-	-	-
0157180	564000		MACHINERY AND EQUIPMENT	18,822	-	133,517	-
0157180	564002		EQUIP/LBRY MEDIA & LAB UPGRADE	-	1,525	-	2,180
0157180	566000		LIBRARY BOOKS, MATERIALS	50,421	34,500	63,862	44,650
Total 0157180 LIBRARY				447,984	513,271	637,354	576,362
0157233	512000		REGULAR SALARIES	-	27,685	-	24,295
0157233	521000		FICA TAXES	-	401	-	400
0157233	522000		RETIREMENT CONTRIBUTIONS	-	3,461	-	3,445
0157233	523000		LIFE/HEALTH INSURANCE	-	20,146	-	16,056
0157233	534000		CONTRACT SERVICES	-	7,350	-	8,000
0157233	543000		UTILITIES	-	8,335	945	8,335
0157233	546000		REPAIRS AND MAINTENANCE	-	4,958	190	4,900
0157233	552000		OPERATING SUPPLIES	-	10,900	1,913	10,900
0157233	554000		SUBS, MEMBERSHIPS	-	-	600	-
0157233	599000		CONTINGENCIES	-	-	-	7,567
Total 0157233 LEONARD DESTIN PARK				-	83,236	3,648	83,897
0157283	512000		REGULAR SALARIES	221,537	240,891	241,771	282,361
0157283	514000		OVERTIME PAY	1,756	2,379	2,192	3,263
0157283	521000		FICA TAXES	3,532	4,412	3,854	5,087
0157283	522000		RETIREMENT CONTRIBUTIONS	18,817	22,766	21,193	29,278
0157283	523000		LIFE/HEALTH INSURANCE	62,699	87,033	71,441	112,801
0157283	531000		PROFESSIONAL SERVICES	-	-	-	-
0157283	534000		CONTRACT	135	10,000	1,701	10,300
0157283	540000		TRAVEL/PER DIEM	-	600	264	618
0157283	543000		UTILITIES/RECREATION LIGHTING	40	-	660	138
0157283	543100		UTILITIES/LITTLE LEAGUE	782	1,000	798	1,030
0157283	544000		RENTS AND LEASES	-	3,029	-	3,120
0157283	546000		REPAIRS AND MAINTENANCE	28,121	45,000	6,208	14,478
0157283	547000		PRINTING AND BINDING	1,847	5,000	4,050	5,150
0157283	551000		OFFICE SUPPLIES	-	500	-	500
0157283	552000		OPERATING SUPPLIES	28,862	39,241	29,796	30,016
0157283	552000	COV19	OPERATING SUPPLIES	-	-	330	-
0157283	554000		BOOKS, SUBSCRIP, MEMBERSHIPS	-	200	285	206
0157283	555000		TRAINING	1,182	2,050	1,743	2,112
0157283	563000	FM637	INFRASTRUCTURE	-	-	-	-
0157283	564000		MACHINERY AND EQUIPMENT	19,592	14,860	14,069	-
0157283	564000	COV19	MACHINERY AND EQUIPMENT	-	-	1,960	-
Total 0157283 PARKS				388,902	478,961	402,315	500,456
0157284	512000		REGULAR SALARIES	190,132	279,443	180,423	222,803
0157284	514000		OVERTIME PAY	767	9,287	300	15,627
0157284	521000		FICA TAXES	4,394	7,097	3,689	6,685
0157284	522000		RETIREMENT CONTRIBUTIONS	15,283	27,025	15,182	19,946
0157284	523000		LIFE/HEALTH INSURANCE	55,069	90,922	55,599	49,319

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ORG	OBJ	PROJECT	ACCOUNT DESCRIPTION	2019 ACTUALS	2020 BUDGET*	2020 PROJECTED ACTUALS	2021 PROPOSED BUDGET
0157284	525000		UNEMPLOYMENT COMPENSATION	-	-	575	334
0157284	534000		CONTRACT SERVICES	4,188	-	2,429	2,417
0157284	534000	COV19	CONTRACT SERVICES	-	-	800	-
0157284	534002		CONTRACT SERV/SPORTS OFFICIALS	16,796	20,018	12,024	20,619
0157284	535000		INVESTIGATIONS	661	4,400	-	4,532
0157284	540000		TRAVEL/PER DIEM	(11)	2,050	877	2,112
0157284	542000		FREIGHT & POSTAGE SERVICES	-	750	-	773
0157284	543000		UTILITIES	26,149	30,000	21,498	30,900
0157284	544000		RENTS AND LEASES	11,264	9,000	7,500	9,270
0157284	546000		REPAIRS AND MAINTENANCE	57,982	36,185	44,343	50,619
0157284	546000	COV19	REPAIRS AND MAINTENANCE	-	-	265	-
0157284	546001		REPAIR AND MAINT/VEHICLES	-	880	-	906
0157284	546002		FACILITIES R&M	-	-	592	610
0157284	547000		PRINTING AND BINDING	572	2,000	-	2,060
0157284	548000		PROMOTIONAL ACTIVITIES	710	4,000	-	4,120
0157284	551000		OFFICE SUPPLIES	91	1,500	219	1,500
0157284	552000		OPERATING SUPPLIES	34,820	39,326	39,016	40,506
0157284	552000	COV19	OPERATING SUPPLIES	-	-	810	-
0157284	552001		OPERATING-LEAGUES (FB/SB/SOC)	18,977	18,200	4,473	18,746
0157284	553000		ROAD MATERIALS & SUPPLIES	-	2,000	-	2,060
0157284	554000		BOOKS, SUBS, MEMBERSHIPS	-	620	835	860
0157284	555000		TRAINING	-	2,335	1,660	2,405
0157284	563000		INFRASTRUCTURE	67,128	31,000	22,153	-
0157284	564000		MACHINERY AND EQUIPMENT	54,769	8,500	25,773	-
0157284	564000	COV19	MACHINERY AND EQUIPMENT	-	-	3,440	-
Total 0157284 MORGANS SPORTS COMPLE				559,740	626,538	444,474	509,730
0157285	512000		REGULAR SALARIES	105,610	110,515	114,303	214,063
0157285	514000		OVERTIME PAY	-	-	-	-
0157285	521000		FICA TAXES	2,610	3,142	2,944	4,663
0157285	522000		RETIREMENT CONTRIBUTIONS	9,237	9,380	10,218	22,256
0157285	522001		CITY MANAGER RETIREMENT 401a	111	-	-	44,835
0157285	523000		LIFE/HEALTH INSURANCE	19,304	29,723	24,962	30,912
0157285	525000		UNEMPLOYMENT COMPENSATION	2,002	-	-	-
0157285	534000		CONTRACT SERVICES	75	25,000	167	25,750
0157285	534002		CONTRACT SERV/SPORTS OFFICIALS	-	3,000	2,592	3,090
0157285	535000		INVESTIGATIONS	110	1,500	-	1,545
0157285	540000		TRAVEL/PER DIEM	-	4,122	-	4,246
0157285	542000		FREIGHT & POSTAGE SERVICES	-	1,500	-	1,545
0157285	544000		RENTS AND LEASES	246	1,200	-	1,236
0157285	546000		REPAIRS AND MAINTENANCE	27,117	28,220	28,052	29,067
0157285	547000		PRINTING AND BINDING	868	1,500	2,104	1,545
0157285	548000		PROMOTIONAL ACTIVITIES	42	1,980	760	2,039
0157285	549000		OTHER CHARGES/ADVERTISING	-	3,200	-	3,296
0157285	551000		OFFICE SUPPLIES	246	1,000	-	1,000
0157285	552000		OPERATING SUPPLIES	10,311	26,493	12,131	27,288
0157285	552000	COV19	OPERATING SUPPLIES	-	-	659	-
0157285	552001		OPERATING SUPPLIES/LEAGUES	135	3,900	3,199	4,017
0157285	553000		ROAD MATERIALS/SUPPLIES	-	272	-	280
0157285	554000		BOOKS, SUBS, MEMBERSHIPS	1,280	1,830	1,500	1,885
0157285	555000		TRAINING	-	4,363	-	4,494
0157285	562000		BUILDINGS	-	7,000	-	-
0157285	563000		INFRASTRUCTURE	87,990	-	-	-
0157285	564000		MACHINERY AND EQUIPMENT	7,727	-	15,343	-
Total 0157285 OUTDOOR RECREATION				275,021	268,840	218,933	429,051
0157291	512000		REGULAR SALARIES	141,458	190,062	161,080	182,373
0157291	514000		OVERTIME PAY	3,224	-	2,008	8,497
0157291	521000		FICA TAXES	2,042	2,679	2,370	2,644
0157291	522000		RETIREMENT CONTRIBUTIONS	16,085	22,653	18,344	22,344
0157291	522001		CITY MANAGER RETIREMENT 401a	37	-	-	-
0157291	523000		LIFE/HEALTH INSURANCE	38,503	42,966	47,569	35,101
0157291	534000		CONTRACT SERVICES	27,924	31,500	27,590	31,500
0157291	534000	COV19	CONTRACT SERVICES	-	-	300	-

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ORG	OBJ	PROJECT	ACCOUNT DESCRIPTION	2019 ACTUALS	2020 BUDGET*	2020 PROJECTED ACTUALS	2021 PROPOSED BUDGET
0157291	540000		TRAVEL/PER DIEM	-	2,000	-	2,000
0157291	543000		UTILITIES	16,001	21,000	9,939	21,000
0157291	544000		RENTS AND LEASES	-	1,000	-	1,000
0157291	545000		RISK MANAGEMENT INSURANCE	23,727	24,000	23,860	24,000
0157291	546000		REPAIRS AND MAINTENANCE	10,370	45,124	6,924	45,124
0157291	547000		PRINTING AND BINDING	300	1,345	-	1,345
0157291	547000	COV19	PRINTING AND BINDING	-	-	708	-
0157291	548000		PROMOTIONAL ACTIVITIES	539	-	-	-
0157291	552000		OPERATING SUPPLIES	19,902	44,671	22,171	44,671
0157291	552000	COV19	OPERATING SUPPLIES	-	-	435	-
0157291	553000		ROAD MATERIALS/SUPPLIES	-	-	-	-
0157291	554000		SUBS, MEMBERSHIPS	-	-	-	-
0157291	555000		TRAINING	-	-	-	-
0157291	563000		INFRASTRUCTURE	-	30,000	29,885	37,400
0157291	564000		MACHINERY AND EQUIPMENT	27,188	-	35,232	-
Total 0157291 BEACH OPERATIONS				327,300	459,000	388,414	459,000
0157486	531000		PROFESSIONAL SVCS	-	1,000	-	1,030
0157486	534000		CONTRACT SERVICES	26,032	37,500	35,986	38,625
0157486	544000		RENTS AND LEASES	-	1,000	-	1,030
0157486	546000		REPAIRS AND MAINTENANCE	-	5,000	-	5,150
0157486	547000		PRINTING AND BINDING	366	400	1,185	1,221
0157486	548000		PROMOTIONAL ACTIVITIES	10,694	8,250	6,060	8,498
0157486	552000		OPERATING SUPPLIES	3,234	3,000	4,401	4,524
0157486	554000		BOOKS, SUBSCR, MEMBERSHIPS	-	500	-	515
Total 0157486 SPECIAL EVENTS				40,325	56,650	47,633	60,592
0157587	512000		REGULAR SALARIES	283,748	320,411	267,628	285,167
0157587	514000		OVERTIME PAY	701	3,985	2,181	10,709
0157587	521000		FICA TAXES	6,077	7,471	5,103	7,584
0157587	522000		RETIREMENT CONTRIBUTIONS	24,301	31,508	26,477	28,895
0157587	523000		LIFE/HEALTH INSURANCE	71,327	88,267	72,174	82,054
0157587	534000		CONTRACT SERVICES	23,292	19,000	21,903	19,570
0157587	535000		INVESTIGATIONS	1,526	1,800	1,322	1,854
0157587	540000		TRAVEL/PER DIEM	-	700	-	721
0157587	542000		FREIGHT & POSTAGE SERVICES	-	400	-	412
0157587	543000		UTILITIES	29,528	35,000	30,520	36,050
0157587	544000		RENTS AND LEASES	413	6,000	191	6,180
0157587	546000		REPAIRS AND MAINTENANCE	18,135	34,000	38,576	44,288
0157587	547000		PRINTING AND BINDING	2,602	1,500	705	1,545
0157587	548000		PROMOTIONAL ACTIVITIES	8,677	6,000	4,695	6,180
0157587	551000		OFFICE SUPPLIES	250	2,600	46	2,700
0157587	552000		OPERATING SUPPLIES	33,221	28,700	16,082	34,550
0157587	554000		BOOKS, SUBS, MEMBERSHIPS	-	750	759	773
0157587	555000		TRAINING	-	1,100	-	1,133
0157587	562000		BUILDINGS	7,544	-	10,520	-
0157587	563000		INFRASTRUCTURE	-	88,350	-	-
0157587	564000		MACHINERY AND EQUIPMENT	25,826	-	46,163	-
Total 0157587 COMMUNITY CENTER				537,167	677,542	545,045	570,365
0151720	571000		2015A REFUNDING REV NOTE/PRIN	335,000	344,000	373,833	358,000
0151720	572000		2015A REFUNDING REV NOTE/INT	123,210	114,011	123,122	109,349
Total 0151720 2015A REFUNDING REVEN				458,210	458,011	496,955	467,349
0151763	571000		PRINCIPAL - STREET SWEEPER	24,992	-	-	-
0151763	572000		INTEREST - STREET SWEEPER	804	-	-	-
Total 0151763 CAP LEASE/PURC-ST SWE				25,796	-	-	-
0151764	571000		CAP LEASE/BACKHOE-JETTER-TORO	68,237	69,788	70,549	72,544
0151764	572000		EQUIPCAP LEASE/BACKHOE/JETTER	9,328	7,779	7,089	5,020
Total 0151764 CAP LEASE/BACKHOE-JET				77,564	77,567	77,638	77,564
TOTAL OPERATING EXPENDITURES				11,836,683	14,315,328	13,449,587	14,620,489

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ORG	OBJ	PROJECT	ACCOUNT DESCRIPTION NET OPERATING (REV-EXP)	2019 ACTUALS 4,499,988	2020 BUDGET* 2,768,340	2020 PROJECTED ACTUALS 2,980,342	2021 PROPOSED BUDGET 11,067,496
0158188	581213		TRANSFER OUT FOR 213 DEBT SERV	-	-	(574,637)	(555,913)
10158188	591000		TRANSFER TO DEBT SERVICE FUND	(543,600)	(556,827)	-	-
0158188	581005		TRANSFER OUT TO INFRA R&R GT#1	(190,298)	(879,543)	(742,714)	(480,558)
0158188	581300		TRANSFER OUT TO FACILITIES R&R	-	(140,000)	(221,809)	(2,000,000)
0158188	581305		TXFR GF TO CAPITAL PROJECTS	-	-	-	(2,421,200)
0158188	581321		TXFR OKA 1/2 PENNY	(918,383)	-	(1,041,102)	(1,065,819)
0158188	591000		TRSFER FOR CIP GRANTS	-	(878,196)	-	-
0158188	581322	SW51L	TXFR NFWF RESTORE	(127,350)	(487,142)	(10,125)	(290,800)
0158188	581323	CRH63	TXFR RESTORE CRM PARK GRANT	-	-	-	(1,216,530)
0158188	581324	FM637	FEMA CTP SEAWALL	-	-	(115,013)	(73,452)
0158188	581325		TDC CAPITAL PROJECT GRANT	-	-	-	(6,254,000)
0158188	581326		TRANSFER OUT TO CD TECH FUND	(248,106)	(159,000)	(165,000)	(120,459)
0158188	581327	RC216	TXFR RESTORE CT PARK GRANT	-	-	-	(729,918)
0158188	581501		TXFR POLICE IMPACT FEES	(1,488)	(3,000)	(9,042)	(500)
0158188	581502		TXFR NPEB	(20,800)	(20,000)	(1,300)	(500)
0158188	581503		TXFR ROAD/TRAFFIC IMPACT	(82,925)	(300,000)	(310,385)	(30,000)
0158188	581504		TXFR LIBRARY IMPACT FEES	(9,137)	(12,000)	(33,585)	(3,000)
0158188	581505		TXFR PARK IMPACT FEES	(27,369)	(50,000)	(100,622)	(10,000)
0158188	581507		TXFR MULTI-MODAL IMPACT FEES	(19,000)	(100,000)	-	-
0158188	581509		TXFR GAX TAX#2	(224,345)	(221,809)	(160,036)	(215,737)
Total 0158188 TRANSFERS OUT				(2,412,802)	(3,807,517)	(3,485,370)	(15,468,385)
Increase (decrease) in net position				2,087,185	(1,039,177)	(505,028)	(4,400,889)
Unassigned net position, beginning of year				6,900,513	8,987,698	8,987,698	8,482,670
Unassigned net position, ending of year				8,987,698	7,948,522	8,482,670	4,081,781

CITY OF DESTIN
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ORG	OBJ	PROJECT	ACCOUNT DESCRIPTION	2019	2020	2020	2021
				ACTUALS	BUDGET*	PROJECTED ACTUALS	PROPOSED BUDGET
102300	311101		TIFF REVENUES - COUNTY	\$ 556,005	\$ 610,328	\$ 600,079	\$ 688,589
102300	311102		TIFF REVENUES - CITY	234,780	257,304	257,304	290,297
102300	361100		INTEREST EARNINGS	390	150	1,290	-
Total 102300 TOWNCENTER CRA REVENUE				791,175	867,782	858,673	978,886
10255231	512000		REGULAR SALARIES	9,061	9,406	9,475	-
10255231	521000		FICA TAXES	118	102	125	-
10255231	522000		RETIREMENT CONTRIBUTIONS	1,133	1,176	1,168	-
10255231	523000		LIFE/HEALTH INSURANCE	4,879	4,354	4,488	-
10255231	534000		CONTRACT SERVICES	26,541	60,210	65,708	65,500
10255231	543000		UTILITIES	6,538	10,000	4,172	10,000
10255231	546000		REPAIRS AND MAINTENANCE	2,934	13,800	-	13,800
10255231	549000		OTHER CHARGES/ADVERTISING	-	2,200	-	2,200
10255231	552000		OPERATING SUPPLIES	-	1,000	-	1,000
10255231	554000		BKS, SUBS, MEMBERSHIPS	88	335	523	300
10255231	563000		INFRASTRUCTURE	-	-	-	-
10258500	565000	CRT17	CONSTRUCTION IN PROGRESS	-	-	-	10,000
Total 10255231 TOWNCENTER CRA OPERA				51,292	102,583	85,659	102,800
NET OPERATING (REV - EXP)				739,883	765,199	773,014	876,086
10258188	581214		DEBT SERVICE INTRFND TRANSFER	(730,820)	(731,013)	(1,033,458)	(731,281)
Total TC CRA TXFRS OUT				(730,820)	(731,013)	(1,033,458)	(731,281)
Net change in Fund Balance				9,063	34,186	(260,444)	144,805
Fund Balance (deficit), Beginning				(2,240,216)	(2,231,153)	(2,231,153)	(2,491,597)
Fund Balance (deficit), Ending				(2,231,153)	(2,196,967)	(2,491,597)	(2,346,792)

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ORG	OBJ	PROJECT	ACCOUNT DESCRIPTION	2019	2020	2020	2021
				ACTUALS	BUDGET*	PROJECTED ACTUALS	PROPOSED BUDGET
110300	311101		TIFF REVENUES - COUNTY	\$ 297,880	\$ 319,174	\$ 314,648	\$ 331,449
110300	311102		TIFF REVENUES - CITY	298,055	319,174	319,174	331,449
110300	361100		INTEREST EARNINGS	478	200	1,371	-
Total 110300 HARBOR CRA REVENUE				596,413	638,548	635,192	662,898
11055235	512000		REGULAR SALARIES	17,012	58,220	9,475	-
11055235	521000		FICA TAXES	229	456	125	-
11055235	522000		RETIREMENT CONTRIBUTIONS	2,126	7,277	1,168	-
11055235	523000		LIFE/HEALTH INSURANCE	5,790	9,449	4,695	-
11055235	534000		CONTRACT SERVICES	10,292	13,702	22,458	28,500
11055235	543000		UTILITIES	6,242	10,000	26,009	10,000
11055235	544000		RENTS AND LEASES	(559)	1,500	1,096	1,500
11055235	546000		REPAIRS AND MAINTENANCE	-	10,500	39,499	10,500
11055235	547000		PRINTING AND BINDING	-	-	-	-
11055235	549000		OTHER CHARGES/ADVERTISING	-	5,000	-	5,000
11055235	552000		OPERATING SUPPLIES	-	2,000	-	2,000
11055235	554000		BKS, SUBS, MEMBERSHIPS	88	335	523	300
11058500	565000	CRH64	CONSTRUCTION IN PROGRESS	-	-	-	30,000
Total 11055235 HARBOR CRA OPERATING				41,220	118,439	105,050	87,800
NET OPERATING (REV - EXP)				555,194	520,109	530,143	575,098
11058188	581209		DEBT SERVICE INTERFUND TRANSFERS	(478,333)	(568,788)	(754,311)	(554,590)
Total HARBOR CRA TXFRS OUT				(478,333)	(568,788)	(754,311)	(554,590)
Net change in Fund Balance				76,861	(48,679)	(224,168)	20,508
Fund Balance (deficit), Beginning				196,567	273,428	273,428	49,260
Fund Balance (deficit), Ending				273,428	224,749	49,260	69,768

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HARBOR CRA 2009 REVENUE NOTE

ORG	OBJ	PROJECT ACCOUNT DESCRIPTION	2019 ACTUALS	2020 BUDGET*	2020 PROJECTED ACTUALS	2021 PROPOSED BUDGET
209300	361100	INTEREST EARNINGS	353	-	367	-
209300	381209	CRA HRBR INTERFUND TRSFERS	478,333	568,788	754,311	554,590
Total 209300 HRBRA CRA DEBT SVC REV			478,686	568,788	754,677	554,590
20951729	571000	PRINCIPAL	340,360	442,981	479,896	442,981
20951729	572000	INTEREST	137,354	125,807	137,548	114,798
Total 20951729 HRBR CRA NOTE DBT SE			477,715	568,788	617,444	557,779
Net change in Fund Balance			971	-	137,233	(3,189)
Fund Balance (deficit), Beginning			1,242	2,212	2,212	139,445
Fund Balance (deficit), Ending			2,212	2,212	139,445	136,256

2013 GENERAL FUND REFUNDING NOTE

ORG	OBJ	PROJECT ACCOUNT DESCRIPTION	2019 ACTUALS	2020 BUDGET*	2020 PROJECTED ACTUALS	2021 PROPOSED BUDGET
213300	361100	INTEREST EARNINGS	644	-	1,066	-
213300	381213	INTERFUND TRANSFERS	543,600	556,827	574,637	555,913
Total 213300 2013 REFID BOND REV			544,244	556,827	575,704	555,913
21351729	571000	SUNTRUST PRINCIPAL	379,290	390,061	390,061	401,139
21351729	572000	SUNTRUST INTEREST	178,296	166,766	166,766	154,908
Total 21351729 213 BOND DEBT SERVIC			557,586	556,827	556,827	556,047
Net change in Fund Balance			(13,341)	-	18,876	(134)
Fund Balance (deficit), Beginning			87,140	73,798	73,798	92,674
Fund Balance (deficit), Ending			73,798	73,798	92,674	92,540

TOWN CENTER CRA 2014 REFUNDING NOTE

ORG	OBJ	PROJECT ACCOUNT DESCRIPTION	2019 ACTUALS	2020 BUDGET*	2020 PROJECTED ACTUALS	2021 PROPOSED BUDGET
214300	361100	INTEREST EARNINGS	484	-	478	-
214300	381214	CRA INTERFUND TRANSFER	730,820	731,013	1,033,458	731,281
Total 214300 CRA TC DEBT SER REVENUE			731,304	731,013	1,033,936	731,281
21451729	571000	PRINCIPAL	385,596	398,937	433,332	412,740
21451729	572000	INTEREST	344,871	332,076	358,542	318,472
Total 21451729 CRA TC DBT SER			730,467	731,013	791,874	731,212
Net change in Fund Balance			836	-	242,062	69
Fund Balance (deficit), Beginning			838	1,675	1,675	243,737
Fund Balance (deficit), Ending			1,675	1,675	243,737	243,807

COUNCIL OBJECTIVES		5-Year Capital Budget	
		Amount	
1	Public beach Initiative	\$	22,000,000
2	Underground utilities		1,280,000
3	Short term rentals compliance with regulations		-
4	Recruit project and grants manager		-
5	Request TDC funds for additional OCSO services		-
6	Research viability of multi-use convention/sports/community center		-
7	Complete two-lane Crosstown Connector		1,475,000
8	Calhoun Ave Multi-Use Trail Phase II Design and Construction		852,000
9	Improve parking		75,000
10	Beach re-nourishment		-
11	Improve communications		-
12	Implement enhanced signage control		-
13	Develop/implement wayfinding program		-
14	Update golf cart/low speed vehicle rules		-
16	Improve city gateways		-
15, 17, 19	Streetlights, sidewalks, road striping		2,851,802
18	Provide board and committee training		-
20	Reestablish environmental committee		-
21	Enforce residential boat and RV parking regulations		-
22	Regulate building height limits to 5 stories		-
TOTAL		\$	<u>28,533,802</u>
TOTAL FY2021-2025 CAPITAL BUDGET		\$	36,690,143
% FOR COUNCIL OBJECTIVES			78%

CITY OF DESTIN 5-YEAR CAPITAL IMPROVEMENT PLAN

COUNCIL OBJECTIVE		FY 2021	FY 2022	FY 2023	FY 2024	FY 2025	Total
PRIORITY	Renewal & Replacement - Facilities						
	RR051 General Government	\$ 62,200	\$ 95,000	\$ 22,500	\$ 71,500	\$ 28,500	\$ 279,700
	RR052 Public Safety	392,500	41,687	134,187	47,187	49,687	665,249
	RR053 Physical Environment (Stormwater, Cemetery)	300,000	6,307	6,307	6,307	6,307	325,227
	RR057 Parks and Recreation	1,003,800	231,828	297,828	411,828	253,828	2,199,113
	RRVEH Vehicles	272,500	-	-	-	-	272,500
	Renewal & Replacement - Infrastructure						
15, 17, 19	RR054 Roads, Sidewalks, Street Lighting (Gas Tax #1)	468,000	318,000	462,000	801,901	801,901	2,851,802
	Growth Necessitated & Comp Plan						
	SW54 Stormwater Improvements (FDEP funded)	50,000	50,000	-	-	-	100,000
	PW612 Norreigo Point Road	250,000	-	-	-	-	250,000
8	TR618 Zerbe-Calhoun Pedestrian Pathway	852,000	-	-	-	-	852,000
9	TR619 Sibert-Zerbe Parking Lot Consolidation	-	75,000	-	-	-	75,000
	TR620 ADA Transition - Pedestrian Facilities	100,000	-	-	-	-	100,000
	LB002 Library Impact Fee Projects	47,000	-	-	-	-	47,000
	RC004 Park Impact Fee Projects	35,000	-	-	-	-	35,000
	Citizen/Council Directed Projects						
1	CM001 Beach Acquisition	10,600,000	11,400,000	-	-	-	22,000,000
7	EN615 Cross-Town Connector	1,475,000	-	-	-	-	1,475,000
2	UNDER Undergrounding	250,000	60,000	60,000	-	910,000	1,280,000
	Other Capital Projects						
	IT001 COMPASS/Energov	100,000	200,000	-	-	-	300,000
	IT002 CD Tech Fund Hardware/Software Replacements	-	150,000	150,000	-	-	300,000
	IT003 Other Hardware/Software Replacements	-	129,000	100,000	100,000	-	329,000
	LB001 Library Tablet Station & Biblioteca RFID and Mobil Ap	76,200	-	-	-	-	76,200
	CRH63 Captain Royal Melvin Hertiage Park and Plaza (RESTORE)	1,335,690	-	-	-	-	1,335,690
	CRH64 Harbor CRA Wayfinding Plan Signage	30,000	10,000	10,000	-	-	50,000
	CRT17 Town Center CRA Easement Trail/Park Main to Mattie Kell	10,000	50,000	550,000	-	-	610,000
	RC124 Morgan's Children's Park Playground Structure	-	26,745	-	-	-	26,745
	RC125 Buck Destin Restrooms	95,000	-	-	-	-	95,000
	RC127 Pickleball Court	30,000	-	-	-	-	30,000
	RC216 Clement Taylor Park Renovations	729,918	-	-	-	-	729,918
FM637	Clement Taylor Park Seawall (FEMA)	-	-	-	-	-	-
Total Funded Projects		\$ 18,564,808	\$ 12,843,567	\$ 1,792,822	\$ 1,438,723	\$ 2,050,223	\$ 36,690,143

Funding Sources	FY 2021	FY 2022	FY 2023	FY 2024	FY 2025	Total
30054312 R&R INFRA GAS TAX #1	\$ 468,000	\$ 318,000	\$ 462,000	\$ 801,901	\$ 801,901	\$ 2,851,802
30058585 R&R GENERAL FUND SOURCED	2,031,000	374,822	460,822	536,822	338,322	3,741,789
30255231 TC CRA 2002 BOND PROJECTS	28,090	-	-	-	-	28,090
30455236 HRBR CRA '09 REV NOTE	17,074	-	-	-	-	17,074
30552329 CD TECH FUND RESTRICTED	100,000	350,000	150,000	-	-	600,000
30553331 NFWF STORMWATER CIP GRANT	-	-	-	-	-	-
30557331 FEDERAL PARKS AND REC CIP GRANTS (RESTORE, FEMA, IN	1,946,448	-	-	-	-	1,946,448
30557337 CAPITAL GRANTS FROM COUNTY (TDC; OKALOOSA)	6,254,000	6,726,000	-	-	-	12,980,000
30558312 LOCAL 1/2 PENNY	2,596,000	4,734,000	60,000	-	910,000	8,300,000
30558500 GF CIP PROJECTS*	2,421,200	204,000	100,000	100,000	-	2,825,200
11058500 Harbor CRA CIP Projects	30,000	10,000	10,000	-	-	50,000
10258500 Town Center CRA CIP Projects	10,000	50,000	550,000	-	-	610,000
31552000 POLICE IMPACT FEES	-	-	-	-	-	-
31553329 STORMWATER RESTRICTED	50,000	50,000	-	-	-	100,000
31553800 NPEB IMPACT FEE CIP	18,025	-	-	-	-	18,025
31554100 ROAD IMPACT CIP	1,750,000	-	-	-	-	1,750,000
31554312 GAS TAX #2 COMP PLAN TRAFFIC	325,000	-	-	-	-	325,000
31554500 MULTI-MODEL IMPACT CIP	352,000	-	-	-	-	352,000
31557100 LIBRARY IMPACT FEES	47,000	-	-	-	-	47,000
31557200 PARKS IMPACT FEE CIP	120,971	-	-	-	-	120,971
31557366 MORGANS KID PARK RESTRICTED	-	26,745	-	-	-	26,745
Total Sources	\$ 18,564,808	\$ 12,843,567	\$ 1,792,822	\$ 1,438,723	\$ 2,050,223	\$ 36,690,143

Unfunded Capital Needs \$ 51,945,000

*30558500 GF CIP PROJECTS includes 1/2 Cent Sales Tax, General Fund excess cash balances, and Debt Financing

RENEWAL AND REPLACEMENT FUND

ORG	OBJ	PROJECT	ACCOUNT DESCRIPTION	2019 ACTUALS	2020 BUDGET*	2020 PROJECTED ACTUALS	2021 PROPOSED BUDGET
300300	361100		INTEREST EARNINGS	-	-	-	-
300300	381005		TXFR GAS TAX#1 TO RR	190,298	879,543	742,714	480,558
300300	381300		TXFR GF TO 300 RR	-	140,000	221,809	2,000,000
Total 300300 R&R REVENUE				190,298	1,019,543	964,523	2,480,558
30054312	565000	PW612	ROADS SIDEWALKS ST LIGHTS	-	879,543	884,854	-
31054162	565000	PW612	ROADS SIDEWALKS ST LIGHTS	190,298	-	-	-
30054312	565000	RR054	R&R ROADS, SIDEWALKS, ST LIGHTS	-	-	-	468,000
Total 30054312 R&R INFRA GAS TAX #1				190,298	879,543	884,854	468,000
30058585	565000	RR051	R&R GEN GOV FACILITIES	-	140,000	-	62,200
30058585	565000	RR052	R&R PUBLIC SAFETY FACILITIES	-	-	-	392,500
30058585	565000	RR053	R&R STORMWTR & CEMETARY FACILITIES	-	-	-	300,000
30058585	565000	RR054	R&R ROADS, SIDEWALKS, ST LIGHTS	-	-	55,513	-
30058585	565000	RR057	R&R PARK AND REC FACILITIES	-	-	-	1,003,800
30058585	564000	RRVEH	R&R VEHICLES	-	-	-	272,500
Total 30058585 R&R FACILITIES				-	140,000	55,513	2,031,000
Total 300 R&R EXPENDITURES				190,298	1,019,543	940,367	2,499,000
Net change in Fund Balance				-	-	24,156	(18,442)
Fund Balance (deficit), Beginning				-	-	-	24,156
Fund Balance (deficit), Ending				-	-	24,156	5,714

(TOWN CENTER CRA) 2002 BOND CAPITAL PROJECT FUND

ORG	OBJ	PROJECT	ACCOUNT DESCRIPTION	2019 ACTUALS	2020 BUDGET*	2020 PROJECTED ACTUALS	2021 PROPOSED BUDGET
302300	361100		INTEREST EARNINGS	70	-	157	-
Total 302300 2002 CAPITAL PROJ REV				70	-	157	-
30251112	565061	EN615	CROSS TOWN CONNECTOR	-	11,460	-	-
30255231	561000	EN615	CROSS TOWN CONNECTOR LAND/ROW	-	-	11,460	-
30255231	565000	CRH63	CAPTAIN ROYAL MELVIN PARK CONSTR	-	-	-	28,090
Total 302 2002 CAPITAL PROJ EXPENDITURES				-	11,460	11,460	28,090
Net change in Fund Balance				70	(11,460)	(11,303)	(28,090)
Fund Balance (deficit), Beginning				39,323	39,393	39,393	28,090
Fund Balance (deficit), Ending				39,393	27,933	28,090	-

(HARBOR CRA) 2009 BOND CAPITAL PROJECT FUND

ORG	OBJ	PROJECT	ACCOUNT DESCRIPTION	2019 ACTUALS	2020 BUDGET*	2020 PROJECTED ACTUALS	2021 PROPOSED BUDGET
304300	361100		INTEREST EARNINGS	54	-	68	-
Total 304300 HRBR CRA 2009 SER CONS				54	-	68	-
30455236	565000	CRH63	CAPTAIN ROYAL MELVIN PARK CONSTR	26,500	-	122	17,074
Total 304 SERIES 2009 HRBR CRA EXPENDITURES				26,500	-	122	17,074
Net change in Fund Balance				(26,446)	-	(54)	(17,074)
Fund Balance (deficit), Beginning				43,573	17,127	17,127	17,073
Fund Balance (deficit), Ending				17,127	17,127	17,073	(0)

305 CAPITAL PROJECT FUND

ORG	OBJ	PROJECT	ACCOUNT DESCRIPTION	2019 ACTUALS	2020 BUDGET*	2020 PROJECTED ACTUALS	2021 PROPOSED BUDGET
305300	381305		TXFR GENERAL FUND TO SPECIAL CIP	-	-	-	2,421,200
305300	381321		TXFR OKA 1/2 PENNY	918,383	-	1,041,102	1,065,819
305300	381322	SW51L	TXFR NFWF GRANT	127,350	487,142	10,125	290,800
305300	381323	CRH63	TXFR RESTORE CRM PARK	-	878,196	-	1,216,530
305300	381324	FM637	FEMA CTP SEAWALL	-	-	115,013	73,452
305300	381325		TXFR TDC FOR BEACH ACQUISITION	-	-	-	6,254,000
305300	381326		TXFR CD TECH FUND	248,106	159,000	165,000	120,459
305300	381327	RC216	TXFR RESTORE CT PARK	-	-	-	729,918
Total 305300 REVENUE				1,293,839	1,524,338	1,331,240	12,172,177
30552329	564090	IT001	COMPASS (Egov)	-	-	-	100,000
30552329	564090	IT002	CD TECH FUND HARDWARE/SOFTWARE	-	-	-	-
Total 30552329 CD TECH FUND				-	-	-	100,000
30553331	565000	SW51L	NFWF STORMWATER CIP	-	-	290,800	-
31053331	565000	SW51L	STORMWATER CIP	127,350	487,142	-	-
Total 30553331 FED PHYS ENVIR CAP GRANT E				127,350	487,142	290,800	-
30557331	565000	CRH63	CAPTAIN ROYAL MELVIN PARK CONSTR	-	-	975	1,216,530
30557331	565000	FM637	FEMA CTP SEAWALL	-	-	251,286	-
30557331	565000	RC216	CLEMENT TAYLOR PARK RESTORATION	-	-	-	729,918
Total 30557331 FED PARKS CAP GRANT EXPS				-	-	252,261	1,946,448
30557337	561000	CM001	BEACH ACQUISITION	-	-	-	6,254,000
Total 30557337 LOCAL PARK CAP GRANT EXPS				-	-	-	6,254,000
30558312	561000	CM001	BEACH ACQUISITION	-	-	-	2,346,000
30558312	565000	UNDER	UNDERGROUNDING	-	-	-	250,000
Total 30558312 OKA 1/2 PENNY EXPS				-	-	-	2,596,000
30558500	561000	CM001	BEACH ACQUISITION	-	-	-	2,000,000
31055252	565000	EN615	CROSS TOWN CONNECTOR	445,545	-	-	-
30558500	565000	LB001	LIBRARY RFID MOBILE APP & TABLET STATION	-	-	-	76,200
30558500	565000	RC125	BUCK DESTIN RESTROOMS	-	-	-	95,000
30558500	565000	TR618	ZERBE-CALHOUN PEDESTRIAN PATHWAY	-	450,000	-	250,000
30558500	565000	TR619	SIBERT-ZERBE PARKING LOT CONSOLIDATION	-	75,000	-	-
30558500	565000	SW54	OTHER STORMWATER IMPROVEMENTS	-	120,000	-	-
Total 30558500 GF CAPITAL PROJECTS				445,545	645,000	-	2,421,200
Total 305 CAPITAL PROJECT EXPENDITURES				572,894	1,132,142	543,061	13,317,648
Net change in Fund Balance				720,945	392,196	788,179	(1,145,471)
Fund Balance (deficit), Beginning				445,544	1,166,489	1,166,489	1,954,669
Fund Balance (deficit), Ending				1,166,489	1,558,685	1,954,669	809,198

315 RESTRICTED CAPITAL PROJECT FUND

ORG	OBJ	PROJECT	ACCOUNT DESCRIPTION	2019 ACTUALS	2020 BUDGET*	2020 PROJECTED ACTUALS	2021 PROPOSED BUDGET
315300	381501		TXFR POLICE IMPACT	1,488	3,000	9,042	500
315300	381502		TXFR NPEB	20,800	20,000	1,300	500
315300	381503		TXFR ROAD/TRAFFIC IMPACT FEES	82,925	300,000	310,385	30,000
315300	381504		TXFR LIBRARY IMPACT FEES	9,137	12,000	33,585	3,000
315300	381505		TXFR PARK IMPACT FEES	27,369	50,000	100,622	10,000
315300	381507		TXFR MULTI-MODAL IMPACT FEES	19,000	100,000	-	-
315300	381508		TXFR STORMWATER IMPACT FEES	-	-	-	-

315300	381509		TXFR GAX TAX#2	224,345	221,809	160,036	215,737
315324	361120		BANK INTEREST POLICE 6179	-	-	21	-
315324	361141		BANK INTEREST ROAD	-	-	6,570	-
315324	361145		BANK INTEREST MODAL	-	-	1,620	-
315324	361149		BANK INT NPEB	-	-	1,046	-
315324	361153		BANK INTEREST STRMWTR 8736	-	-	427	-
315324	361157		BANK INTEREST PARK 6047	-	-	106	-
315324	361171		BANK INTEREST LIBRARY 6088	-	-	578	-
315324	361172		BANK INTEREST PARK	-	-	1,472	-
Total 315 REVENUES				385,065	706,809	626,808	259,737
31553329	565000	SW54	FDEP FUNDED STORMWATER PROJECTS	-	-	-	50,000
31553800	565000	SW54	QUAIL RUN FLOOD ABATEMENT	-	85,000	-	-
Total 31553329 STORMWATER FUNDS				-	85,000	-	50,000
31553800	565000	CRH63	CAPTAIN ROYAL MELVIN PARK CONSTR	-	-	-	18,025
Total 31553800 NPEB IMPACT FEE CIP				-	-	-	18,025
31554100	565000	PW612	ROADS SIDEWALKS ST LIGHTS	-	-	32,550	-
31554100	565000	EN615	CONSTRUCTION IN PROGRESS	-	-	-	1,400,000
31554100	565000	TR618	ZERBE-CALHOUN PEDESTRIAN PATHWAY	-	152,036	-	350,000
Total 31554100 ROAD IMPACT CIP				-	152,036	32,550	1,750,000
31554312	565000	SW53	STORMWATER MASTER PLAN	49,705	-	-	-
31554312	565000	EN615	CONSTRUCTION IN PROGRESS	-	-	-	75,000
31554312	565000	PW612	NORRIEGO POINT ROAD	-	-	-	250,000
Total 31554312 GAS TAX #2 COMP PLAN				49,705	-	-	325,000
31554500	565000	EN617	STAHLMAN INTERSECTION SAFER XING	-	-	64,696	-
31554500	565000	TR618	ZERBE-CALHOUN PEDESTRIAN PATHWAY	-	250,000	-	252,000
31554500	565000	TR620	ADA TRANSITION PEDESTRIAN FACILITIES	-	-	-	100,000
Total 31554500 MULTI-MODEL IMPACT C				-	250,000	64,696	352,000
31557100	565000	LB002	LIBRARY IMPACT FEE PROJECTS	-	-	-	47,000
Total 31557100 LIBRARY IMPACT FEES				-	-	-	47,000
31557200	565000	CRH63	CAPTAIN ROYAL MELVIN PARK CONSTR	-	-	-	55,971
31557200	565000	RC004	PARK IMPACT FEE PROJECTS	-	-	-	35,000
31557289	565000	RC126	BUCK DESTIN BASKETBALL REPLACEMENT	-	35,000	-	-
31557200	565000	RC127	PICKLE BALL COURT	-	-	-	30,000
31557289	565000	RC616	SPORTS COMPLEX RUNNING TRACK REPLACEMENT	-	50,000	-	-
31557200	563000	RC617	BATTING CAGES	-	-	31,875	-
Total 31557200 PARK & REC IMPACT FEES				-	85,000	31,875	120,971
31557366	565000	RC124	MORGANS CHILD PARK PLAYGROUND STRUCT	-	-	-	-
Total 31557366 MORGANS KID PARK				-	-	-	-
Total 315 RESTRICTED CIP EXPS				49,705	572,036	129,121	2,662,996
Net change in Fund Balance				335,360	134,773	497,687	(2,403,259)
Fund Balance (deficit), Beginning				-	2,718,470	2,718,470	3,216,156
Fund Balance (deficit), Ending				2,718,470	2,853,243	3,216,156	812,897

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: September 21, 2020

TYPE OF AGENDA ITEM: Action Item

TO: City Council

THRU: Lance Johnson, City Manager

FROM: Louis Zunguze, Community Development Director
Kimberly Kopp, Land Use Attorney

DATE: September 15, 2020

SUBJECT: First reading of Ordinance 20-14-LC - Relating to right-of-way protection, providing for the amendment to Article 8, Transportation of the Land Development Code by creating Section 8.01.00G, Right-of-way protection, trenchless technologies

I. BACKGROUND: Last year, during the course of undertaking installation work, telecommunications contractors damaged City infrastructure in several parts of the City. Although some protections are in the Land Development Code, there is not enough language to provide a standard guide for the installation of the types of Trenchless Technology used for boring under the City's roadways, contractor registration, licensing and insurance, right-of-way standards for repairing the rights-of-ways, roadways and sidewalks.

II. DISCUSSION: City Council directed Staff to research and propose language to allow guided or controlled boring technologies only under public roadways and provide better safeguards and repair standards to protect the City's rights-of-ways. City Staff presented its findings to the Local Planning Agency (LPA) in the form of proposed **Ordinance 20-14-LC** on August 20, 2020.

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

B. Effect on Budget (EOB): No effect on the Budget

C. Level of Service (LOS): This action shall protect and not reduce the current Level of Service.

III. CONCLUSION: Proposed **Ordinance 20-14-LC**, would provide additional protections to the City's infrastructure in the following areas:

1. Providing for guided or controlled boring technology

2. Ensuring protection and repairing of City's existing infrastructure
3. Requiring registration and insurance of the boring companies working in the City.

The LPA made a motion to direct Staff to replace “wastewater” with “drilling mud”. With those changes incorporated, the LPA recommended approval of proposed Ordinance 20-14-LC, Right-of-Way Protection, Trenchless Technologies.

IV. RECOMMENDED MOTION: I move that City Council approve **Ordinance 20-14-LC**, Right of Way Protection, Trenchless Technologies with incorporated changes recommended by the LPA.

Attachments:

1. 08-20-20 LPA MINUTES
2. Ordinance 20-14-LC_ Trenchless

**LOCAL PLANNING AGENCY
MEETING MINUTES
AUGUST 20, 2020 - 5:30 P.M.
DESTIN CITY HALL BOARDROOM**

1. CALL TO ORDER:

Chairman Wood called the Local Planning Agency Meeting to order on Thursday, August 20, 2020 at 5:30 p.m., in the Destin City Hall Boardroom; with the Pledge of Allegiance immediately following.

2. ROLL CALL:

Members Present

James T. Wood, Jr.
Darryl Shelton
Jason Klosterman
Corey Ledbetter
Kevin Schmidt

Members Absent

Don David

Staff Members Present

Kim Montgomery, Deputy City Clerk
Lauren Witt, Planning Manager
Samantha Brisolara, Planner
Michael Burgess, Public Services Director
Joe Bodi, Engineering Assistant II
Kimberly Kopp, Land Use Attorney
Kyle Bauman, City Attorney

3. APPROVAL OF MINUTES:

February 27, 2020

Motion by Agency member Shelton seconded by Agency member Ledbetter to approve the February 27, 2020 minutes as written, passed with a vote of 5-0.

4. NEW BUSINESS:

A. Proposed Ordinance No. 20-14-LC, Right-of-Way Protection, Trenchless Technologies

The City Attorney read the ordinance by title into the record.

ORDINANCE NO. 20-14-LC

AN ORDINANCE OF THE CITY OF DESTIN, FLORIDA RELATING TO RIGHT OF WAY PROTECTION; PROVIDING FOR AUTHORITY; PROVIDING FOR FINDINGS OF FACT; PROVIDING FOR THE AMENDMENT TO ARTICLE 8, TRANSPORTATION, OF THE LAND DEVELOPMENT CODE BY CREATING SECTION 8.01.00.G., RIGHT-OF-WAY (ROW) PROTECTION, TRENCHLESS TECHNOLOGIES; PROVIDING FOR INCORPORATION INTO THE LAND DEVELOPMENT CODE; PROVIDING FOR CONFLICTING PROVISIONS;

PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

Motion to move item B to the top of the agenda was made by Agency member Schmidt with Agency member Shelton providing the second. A roll call vote of 5-0 was taken and the motion passed unanimously.

B. Proposed Ordinance 20-24-LC, Low Speed Vehicle (LSV) Ordinance, Revised LSV Map

The City Attorney read the ordinance by title into the record.

ORDINANCE NO. 20-24-LC

AN ORDINANCE OF THE CITY OF DESTIN, FLORIDA, REGULATING LOW SPEED VEHICLES; AMENDING ARTICLE VIII "TRANSPORTATION" AND CREATING A NEW SECTION 8.09.04 ENTITLED "ALTERNATIVE MODES OF TRANSPORTATION"; DEFINING "LOW SPEED VEHICLES"; PROVIDING FOR LIMITED OPERATION OF LOW SPEED VEHICLES ON CERTAIN CITY STREETS; PROHIBITING LOW SPEED VEHICLES ON SPECIFIED STREETS; 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.

Mr. Burgess provided the Local Planning Agency members a brief background of when the Low Speed Vehicle (LSV) Policy was adopted by Council in 2006, which regulates their use on certain city streets. And how the ordinance before them is an ordinance that allows for the operation of LSVs, not golf carts, on certain city streets.

He explained how LSV's differ from golf carts in that they have more equipment fitted on them like traditional automobile type equipment such as turn signals, brake lights, etc. And in addition, staff wanted to make some clarifications on the amendments to the roadways, where low speed vehicles would not be allowed. He then produced a map, noting to the members that it was included in their agenda packet and has three types of roads specified. There is a blue map, with blue series of streets identified, where low speed vehicles are already allowed under the old policy. The green streets are proposed, including several streets that did not exist when the policy was first enacted. And finally, the street in red, are the roadway where they not allowed, which is Highway 98. And the Okaloosa County Sheriff's Dept. supports the right lane only use on Airport Road.

Sgt. Jason Fulgham explained that the Sheriff is very concerned for the safety of the people operating LSVs on Airport Road and actually does not support the initiative for their operation on Airport Road, however, they realize without it, there would not be a connection to the west side of town therefore, the Sheriff has agreed that the only way would be to restrict their operation to the right lane only, with the exception when there is a need to turn left off Airport Road to a side street or an emergency that has the right lane blocked.

Agency member Klosterman asked for clarification on LSV's being able to operate on Hwy 98 crossing at the intersection to the Winn Dixie Shopping Center. According to Sgt. Fulgham, they are allowed to cross Highway 98 at a signalized intersection only and cannot be operated on Highway 98.

Agency member Shelton asked for clarification the allowable roadway map and spoke of how he uses Airport Road and Main Street to access the east side of the City where Walmart, Home Depot and other stores are located.

Agency member Schmidt commented that he understands the city is not going with the Sheriff's recommendation of not allowing those streets but added the caveat that they can only be operated in the right hand lane and use of the left lane only for left turns or emergencies when the right lane is closed. Sgt. Fulgham concurred with the accuracy of that statement.

Agency member Shelton moved to recommend to City Council to rescind the current "Golf Cart Policy," continue to support the application of State Statutes that govern the legal use of Low Speed Vehicles, endorse the LSV Map included as Attachment 2 and instruct staff to convert all "Proposed LSV roadways" to "Allowed LSV" roadways. Agency member Klosterman provided the second.

The Chairman asked how the right lane use only would be enforceable on Airport Road. According to Sgt. Fulgham, the city would have to come up with citations they could use and the ones that already exist, they could write in the language until some more could be obtained in order for them to be able to enforce it.

The Chairman then read from the section of the ordinance where if the right-hand lane is closed the left-hand lane could be accessed by LSV operators and suggested defining what the right-hand lane being unsafe is. Adding that if the language says, drive in the left-hand lane, then folks are going to drive in the left-hand lane. And feels that sentence should be removed or reworded.

DRAFT

Mr. Burgess read from Attachment 1, Section 8.9.4(B). A low speed vehicle, as defined in FS, 320.01, Subsection 41, operating in accordance with Section 316.2122 and other applicable state statutes may operate on all city streets except that low speed vehicles while traveling along Airport Road or Main Street must be operated in the farthest right-hand lane except when making a left turn or when travel in the farthest right lane is unsafe. The operation of low speed vehicles on Highway 98 is prohibited.

The Land Use Attorney asked the Chairman what his concern is for that language. According to the Chairman, his issue is with the language “unsafe, right hand lane” and allowing them to be operated left hand. Adding that he knows folks are getting liberal on their own interpretations. And if you put it in the ordinance that you can drive in the left-hand lane; they are going to drive on the left-hand lane regardless.

The Land Use Attorney stated she will look at the language and clarify in a reasonable determination of law enforcement and remove the subjective language. She then suggested the motion be amended to refer to this conversation she will add the language to the ordinance prior to going before City Council.

Agency member Shelton amended his motion to reflect the discussed additional language to be added to the ordinance prior to going to City Council. With Agency Klosterman providing the second to the amended motion.

The Chairman opened the public for comment, with none, he closed the public and called for a vote. **A roll call vote of 5-0 was taken and the motion passed.**

A. Proposed Ordinance No. 20-14-LC, Right-of-Way Protection, Trenchless Technologies

The City Attorney reread the ordinance by title into the record.

ORDINANCE NO. 20-14-LC

AN ORDINANCE OF THE CITY OF DESTIN, FLORIDA RELATING TO RIGHT OF WAY PROTECTION; PROVIDING FOR AUTHORITY; PROVIDING FOR FINDINGS OF FACT; PROVIDING FOR THE AMENDMENT TO ARTICLE 8, TRANSPORTATION, OF THE LAND DEVELOPMENT CODE BY CREATING SECTION 8.01.00.G., RIGHT-OF-WAY (ROW) PROTECTION, TRENCHLESS TECHNOLOGIES; PROVIDING FOR INCORPORATION INTO THE LAND DEVELOPMENT CODE; PROVIDING FOR CONFLICTING PROVISIONS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

Staff member Mr. Bodi explained how in the course of last year, Telecom Community Contractors damaged city infrastructure in several parts of the city. Including undermining, streets, destroying sidewalks, as well as some parking areas were damaged in the Crystal beach area, on Airport Road, and other areas in the city. He explained that there are some protections in the Land Development Code however, there is not an enough language to provide a standard guide for the installation of trenchless technologies used for boring under the city roadways. And staff is asking that these additional protections, which will limit trenchless technologies to controlled or directional boring type technologies. And with the adoption of this ordinance, the language would provide protection and repairing of the city's existing infrastructure as well as requiring the registration and insurance of the boring companies working within the city.

Motion by Agency member Schmidt to recommend the approval of the proposed Ordinance 20-14-LC, Right-of-Way Protection Trenchless Technologies and forward to the City Council for adoption. Agency member Ledbetter provided the second.

The Chairman opened the hearing to the public for comment. With no one present to come forward or online, the Chairman closed the public portion of the meeting. He then asked staff if the language regarding wastewater got changed in the ordinance.

According to Mr. Bodi, it has not however the word wastewater can be changed to drilling mud.

According to Chairman Wood, he spoke with staff members at Destin Water Users and they suggested for the word “wastewater” to be removed.

Agency member Klosterman asked what type of drilling mud staff is referring to. Pointing out that he has worked the oil and gas industry in the Gulf of Mexico and there are many different types of drilling mud. According to Mr. Bodi, it would be any type of water-based lubricant to get underneath the roadway, and staff does not have an issue with changing the word “wastewater” to “drilling mud.”

Agency member Schmidt amended the motion to replace the word, “wastewater with the word “drilling mud” with Agency member Ledbetter providing the second to the amendment. The amended motion passed with a 5-0 vote for approval.

C. Proposed Ordinance 20-18-LC, E-Scooter Ban - To Be Continued

The Land Use Attorney informed the members that staff has determined that this ordinance needs some more work and has pulled it for consideration.

5. DIRECTOR'S REPORT:

Staff reminded the Agency members to please use their city issued emails for all city related business.

6. NEXT MEETING: September 17, 2020

7. ADJOURNMENT:

Having no further discussion at this time, the meeting adjourned at 6:35p.m.

Adopted and approved this _____ day of _____ 2020.

James Wood, Jr. Chairman

Kim Montgomery, Destin City Clerk

ORDINANCE NO. 20-14-LC

AN ORDINANCE OF THE CITY OF DESTIN, FLORIDA RELATING TO RIGHT OF WAY PROTECTION; PROVIDING FOR AUTHORITY; PROVIDING FOR FINDINGS OF FACT; PROVIDING FOR THE AMENDMENT TO ARTICLE 8, TRANSPORTATION, OF THE LAND DEVELOPMENT CODE BY CREATING SECTION 8.01.00.G., RIGHT-OF-WAY (ROW) PROTECTION, TRENCHLESS TECHNOLOGIES; 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 additional regulations regarding trenchless technologies and right-of-way protection; and

WHEREAS, the City Council has determined that the Land Development Code needs to be modified to provide a standard for the types of trenchless technology uses for boring under the City's roadways, contractor registration, and licensing and insurance; and

WHEREAS, the City Council has determined that the Land Development Code needs to be modified to provide right-of-way standards for repairing the rights-of-ways, roadways, and sidewalks; 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.

G. Trenchless Technologies

1. Directional boring or Guided Boring, also referred to as horizontal directional drilling (HDD), is a minimal impact trenchless method of installing underground utilities such as pipe, conduit, or cables in a relatively shallow arc or radius along a prescribed underground path using a surface-launched drilling rig and shall be the only approved trenchless method allowed in the City's Rights-of-Way. Boring technologies that are not guided or controlled shall not be used within the City Right-of-Ways.
2. Boring, auger-ing or any other type subsurface means of utility installation shall be used for the following:
 - a. Installation of new underground utilities in areas that have established vegetation, i.e., landscaping, established lawns, etc. Replacement or upgrading of existing utilities where the existing utility shall remain in place and/or abandoned.
 - b. Road crossings except where conditions prohibit the process of directional drilling or boring.
 - c. Installation of new underground utilities in areas that are within the drip line of any trees on the Right-of-Way. A minimum depth of 3 feet is required to protect the roadbed and critical root zone for trees unless otherwise approved due to subsurface conditions. The City Engineer shall be notified of any trenching/cutting required within the drip line of a tree before the work is begun.
3. Any and all work performed in the City's rights-of-way shall be performed by a contractor appropriately licensed by the State of Florida and all applicable Rights-of-Way permits shall be obtained by the current facility owner or their representative. All utility owner's contractors and subcontractors (regardless of tier) doing work within the City should be registered with City's building division and are responsible for keeping that information correct and up to date.
4. Any person or entity that causes damage to a public street or other public infrastructure while working in the public right-of-way must repair the street or infrastructure at the person's or entity's sole cost and expense in accordance with current City standards and specifications. The damaged street or infrastructure must be returned as close to its original condition as practicable or to current City standards and specifications and the repair maintained for a minimum of one year.
5. ~~Wastewater Drilling mud~~ produced, backwash created by directional boring shall be controlled by use of proper erosion control measures including capture and proper disposal of backwash using a vacuum truck or other pre-approved methods. Backwash shall not be discharged into any part of the storm sewer system including ditches, swales, retention areas, or onto the street, gutter or sidewalk.

6. Pavement Cuts. If a pavement cut is made to a City street, the following minimum requirements apply:
- a. The permittee must apply an asphalt mill and overlay/inlay pavement treatment to the full width of all lanes of an arterial, collector, or local street impacted by the cut(s). All repairs shall comply with FDOT specifications, the treatment must extend a minimum of 15 feet in both directions from the pavement cut(s);
 - b. The disturbed roadbed shall be refilled and compacted in 6" lifts compacted to 98% of the Maximum Standard Proctor Density (ASTM D698);
 - c. Inside White Sand Zones, provide 12" compacted base (no clay or staining material can be used in the white sand zones) to 98% of the Maximum Standard Proctor Density; and
 - d. Provide 3" FDOT SP-9.5 asphalt in two 1 ½" lifts and;
 - e. Associated certified compaction and core testing results shall be required to confirm these requirements are met.
 - f. Provide thermoplastic striping to match what was existing.
 - g. Sidewalks cut or damaged must be replaced with a minimum of 4" of concrete and only in full panels. City staff will inspect the forms prior to the concrete being delivered. In the case where the sidewalk is 6 feet or wider, 4000 psi fiber reinforced concrete must be used.

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: September 21, 2020

TYPE OF AGENDA ITEM: Public Hearing

TO: City Council

THRU: Lance Johnson, City Manager

FROM: Louis Zunguze, Community Development Director
Michael Burgess, Public Services Director
Kimberly Kopp, Land Use Attorney
Kyle Bauman, City Attorney

DATE: 09/15/2020

SUBJECT: First reading of Ordinance 20-24-LC - Regulating Low Speed Vehicles (LSV). Amending Article VIII "Transportation" and creating a new section 8.09.04 entitled "Alternative Modes of Transportation." Defining "Low Speed Vehicles." Providing for limited operation of low speed vehicles on certain City streets. Prohibiting Low Speed Vehicles on specified streets.

I. BACKGROUND: The current "Golf Cart" policy (ATT3) has been in effect for approximately 13 years and in that time, the roadways in Destin have seen many changes that include new roads, and the reconfiguration of existing roads. For example, Commons Drive between Airport Road and Indian Bayou Trail (previously Two Trees Road) did not exist, Airport Road was a three lane road section with no medians and Main Street, south of Airport Road, was a five lane road section with no medians.

In an effort to reduce confusion, staff requested that Council rescind the current "Golf Cart Policy" in its entirety and continue to follow and support State Statutes for LSV's on qualified City streets. City Council directed Staff to work through the LPA and bring back recommendations.

II. DISCUSSION: For ease of reference and clarification, the following terms are defined:

Low Speed Vehicle (LSV) is a properly modified golf cart that complies with the conditions set forth in Florida Statute 316.2122 and can operate legally on streets that meet designated LSV standards.

Standard Golf Cart is not considered to be a Low Speed Vehicle (LSV).

Staff recommendation of the rescission of the current "Golf Cart" policy is based on the following:

- Upgraded levels of service of Airport Road and Main Street
- Construction of City owned portion of Commons Drive
- The signalization at US 98/Indian Bayou Trail
- Adoption of Multi- Modal Transportation District requirements
- City Comprehensive Plan compliance for connectivity

The attached map (ATT2) in the agenda packet depicts the following:

- a) Roadways where LSVs are currently allowed under the Golf Cart Policy (blue)
- b) Roadways where LSVs are currently allowed under State Statute but not allowed under the Golf Cart Policy (green) and
- c) Roadways where LSV use is prohibited by State Statute (red).

The road map provided complies with the City's Comprehensive Plan for connectivity and Multi-modal Transportation District requirements.

The following is a chronological timeline of the Golf Cart Policy throughout the years in the City.

Chronological Timeline:

- **August 21, 2006**, City Council passed a motion directing the Public Works/Safety Committee (PW/S) and staff to draft a City "Golf Cart Policy" for the use of golf carts and LSVs in the public right-of-way.
- **November 6, 2006**, The PW/S Committee presented its recommended "Golf Cart Policy" to Council.
- **December 4, 2006**, Council voted to adopt and implement the PW/S Committee recommended policy (ATT1).
- **January 2, 2007**, Council reaffirmed the Committee's recommended policy (ATT2).
- **Since 2007**, several developments have occurred prompting the necessity of an update on the policy to City Council and the general public. For clarity on the issue, staff produced a map of where LSVs can be legally operate.
- **September 10, 2019**, the PW/S Committee was given a presentation on some recommended changes to the existing policy and were also provided a draft map of where LSVs are allowed or prohibited based on the current policy (ATT3). The PW/S Committee then recommended to City Council that the policy be amended to permit LSV use on a section of Main Street (from Airport Rd south to 98 Palms), all of Indian Bayou Trail, Commons Drive (from Indian Bayou Trail to Airport Road) and Airport Road from Main Street to Commons Drive (ATT4).

- **December 2, 2019**, City Council instructed staff to revisit recommendations for open and closed roads for LSVs.
- **January 14, 2020**, the PW/S Committee passed a motion to instruct staff to submit the proposed LSV map to Council as is, with the exception of removing Airport Road (ATT5).
- **August 20, 2020**, proposed Ordinance 20-24-LC, went before the Local Planning Agency (LPA) for recommendation to City Council.
- **September 17, 2020**, proposed Ordinance 20-24-LC, ordinance revised by staff and attorneys to reflect LPA recommendations, and forwarded to City Council agenda packet.

A. Link to Strategic Goals / Objectives: Organizational Excellence, Multi-Modal Transportation

B. Effect on Budget (EOB): Should Council adopt the Ordinance, additional signage will be required. Signage of this type typically costs \$40-50 dollars per sign. Total signage and materials cost is expected to be less than \$2000.

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

III. CONCLUSION:

Staff recommendation to the LPA:

1. Adoption of the new Policy and Ordinance 20-24-LC by City Council
2. Airport Road and Main Street's identification as "Right Hand Lanes Only" as discussed with the Okaloosa County Sheriff's Office.
3. Continue to support applicable State Statutes for LSV's and direct Staff to provide a map to the public which depicts all roads in the City where LSV's are allowed, not allowed or where use is restricted.

LPA Recommendation:

The LPA recommended rescinding the current "Golf Cart Policy", continue to support the application of State Statutes that govern the legal use of Low Speed Vehicles, endorse the LSV Map included as Exhibit B, and instruct staff to convert all "Proposed LSV roadways" to "Allowed LSV" roadways.

The proposed ordinance (attached to this staff report and currently being considered by Council) was amended to reflect the discussion allowing LSV to operate in the left-hand lane under "un-safe" conditions, and to further

clarify “un-safe” in a reasonable determination of law enforcement/code compliance staff.

IV. RECOMMENDED MOTION: I move that City Council approve Ordinance 20-24-LC, Low Speed Vehicle (LSV) & Revised Map as recommended by the LPA.

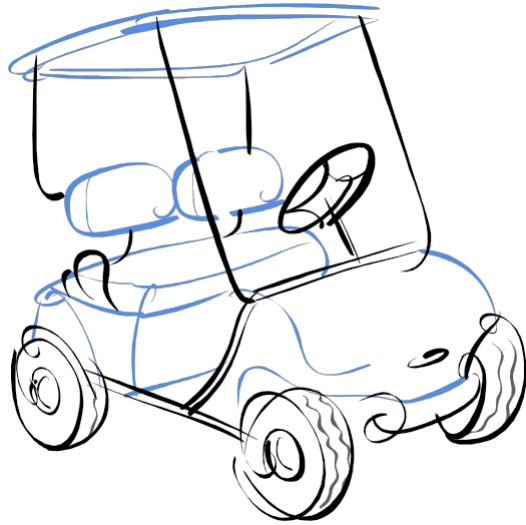
Attachments:

1. ATT2: LSV Proposed Roadways w/
Right-Hand Lane Only Restrictions
2. ATT3: Golf Cart Policy
3. 08-20-20 LPA MINUTES
4. 20-24-LC LSV Ordinance (2)



-  Proposed (LSV)
-  Roads Allowed (LSV)
-  Roads not Allowed (LSV)
-  US Hwy 98 (LSV)
Crossings (Only)
-  No Access to US Hwy 98,
Do Not Cross





Golf Cart Policy Clarification

PLEASE NOTE:

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

Updated:
January 2, 2007

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

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

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

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

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

Golf Cart Policy Clarification
January 2, 2007

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

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

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

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

IV. Registration:

Division of Motor Vehicles (DMV)

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

**LOCAL PLANNING AGENCY
MEETING MINUTES
AUGUST 20, 2020 - 5:30 P.M.
DESTIN CITY HALL BOARDROOM**

1. CALL TO ORDER:

Chairman Wood called the Local Planning Agency Meeting to order on Thursday, August 20, 2020 at 5:30 p.m., in the Destin City Hall Boardroom; with the Pledge of Allegiance immediately following.

2. ROLL CALL:

Members Present

James T. Wood, Jr.
Darryl Shelton
Jason Klosterman
Corey Ledbetter
Kevin Schmidt

Members Absent

Don David

Staff Members Present

Kim Montgomery, Deputy City Clerk
Lauren Witt, Planning Manager
Samantha Brisolara, Planner
Michael Burgess, Public Services Director
Joe Bodi, Engineering Assistant II
Kimberly Kopp, Land Use Attorney
Kyle Bauman, City Attorney

3. APPROVAL OF MINUTES:

February 27, 2020

Motion by Agency member Shelton seconded by Agency member Ledbetter to approve the February 27, 2020 minutes as written, passed with a vote of 5-0.

4. NEW BUSINESS:

A. Proposed Ordinance No. 20-14-LC, Right-of-Way Protection, Trenchless Technologies

The City Attorney read the ordinance by title into the record.

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PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

Motion to move item B to the top of the agenda was made by Agency member Schmidt with Agency member Shelton providing the second. A roll call vote of 5-0 was taken and the motion passed unanimously.

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Sgt. Jason Fulgham explained that the Sheriff is very concerned for the safety of the people operating LSVs on Airport Road and actually does not support the initiative for their operation on Airport Road, however, they realize without it, there would not be a connection to the west side of town therefore, the Sheriff has agreed that the only way would be to restrict their operation to the right lane only, with the exception when there is a need to turn left off Airport Road to a side street or an emergency that has the right lane blocked.

Agency member Klosterman asked for clarification on LSV's being able to operate on Hwy 98 crossing at the intersection to the Winn Dixie Shopping Center. According to Sgt. Fulgham, they are allowed to cross Highway 98 at a signalized intersection only and cannot be operated on Highway 98.

Agency member Shelton asked for clarification the allowable roadway map and spoke of how he uses Airport Road and Main Street to access the east side of the City where Walmart, Home Depot and other stores are located.

Agency member Schmidt commented that he understands the city is not going with the Sheriff's recommendation of not allowing those streets but added the caveat that they can only be operated in the right hand lane and use of the left lane only for left turns or emergencies when the right lane is closed. Sgt. Fulgham concurred with the accuracy of that statement.

Agency member Shelton moved to recommend to City Council to rescind the current "Golf Cart Policy," continue to support the application of State Statutes that govern the legal use of Low Speed Vehicles, endorse the LSV Map included as Attachment 2 and instruct staff to convert all "Proposed LSV roadways" to "Allowed LSV" roadways. Agency member Klosterman provided the second.

The Chairman asked how the right lane use only would be enforceable on Airport Road. According to Sgt. Fulgham, the city would have to come up with citations they could use and the ones that already exist, they could write in the language until some more could be obtained in order for them to be able to enforce it.

The Chairman then read from the section of the ordinance where if the right-hand lane is closed the left-hand lane could be accessed by LSV operators and suggested defining what the right-hand lane being unsafe is. Adding that if the language says, drive in the left-hand lane, then folks are going to drive in the left-hand lane. And feels that sentence should be removed or reworded.

DRAFT

Mr. Burgess read from Attachment 1, Section 8.9.4(B). A low speed vehicle, as defined in FS, 320.01, Subsection 41, operating in accordance with Section 316.2122 and other applicable state statutes may operate on all city streets except that low speed vehicles while traveling along Airport Road or Main Street must be operated in the farthest right-hand lane except when making a left turn or when travel in the farthest right lane is unsafe. The operation of low speed vehicles on Highway 98 is prohibited.

The Land Use Attorney asked the Chairman what his concern is for that language. According to the Chairman, his issue is with the language “unsafe, right hand lane” and allowing them to be operated left hand. Adding that he knows folks are getting liberal on their own interpretations. And if you put it in the ordinance that you can drive in the left-hand lane; they are going to drive on the left-hand lane regardless.

The Land Use Attorney stated she will look at the language and clarify in a reasonable determination of law enforcement and remove the subjective language. She then suggested the motion be amended to refer to this conversation she will add the language to the ordinance prior to going before City Council.

Agency member Shelton amended his motion to reflect the discussed additional language to be added to the ordinance prior to going to City Council. With Agency Klosterman providing the second to the amended motion.

The Chairman opened the public for comment, with none, he closed the public and called for a vote. **A roll call vote of 5-0 was taken and the motion passed.**

A. Proposed Ordinance No. 20-14-LC, Right-of-Way Protection, Trenchless Technologies

The City Attorney reread the ordinance by title into the record.

ORDINANCE NO. 20-14-LC

AN ORDINANCE OF THE CITY OF DESTIN, FLORIDA RELATING TO RIGHT OF WAY PROTECTION; PROVIDING FOR AUTHORITY; PROVIDING FOR FINDINGS OF FACT; PROVIDING FOR THE AMENDMENT TO ARTICLE 8, TRANSPORTATION, OF THE LAND DEVELOPMENT CODE BY CREATING SECTION 8.01.00.G., RIGHT-OF-WAY (ROW) PROTECTION, TRENCHLESS TECHNOLOGIES; PROVIDING FOR INCORPORATION INTO THE LAND DEVELOPMENT CODE; PROVIDING FOR CONFLICTING PROVISIONS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

Staff member Mr. Bodi explained how in the course of last year, Telecom Community Contractors damaged city infrastructure in several parts of the city. Including undermining, streets, destroying sidewalks, as well as some parking areas were damaged in the Crystal beach area, on Airport Road, and other areas in the city. He explained that there are some protections in the Land Development Code however, there is not an enough language to provide a standard guide for the installation of trenchless technologies used for boring under the city roadways. And staff is asking that these additional protections, which will limit trenchless technologies to controlled or directional boring type technologies. And with the adoption of this ordinance, the language would provide protection and repairing of the city's existing infrastructure as well as requiring the registration and insurance of the boring companies working within the city.

Motion by Agency member Schmidt to recommend the approval of the proposed Ordinance 20-14-LC, Right-of-Way Protection Trenchless Technologies and forward to the City Council for adoption. Agency member Ledbetter provided the second.

The Chairman opened the hearing to the public for comment. With no one present to come forward or online, the Chairman closed the public portion of the meeting. He then asked staff if the language regarding wastewater got changed in the ordinance.

According to Mr. Bodi, it has not however the word wastewater can be changed to drilling mud.

According to Chairman Wood, he spoke with staff members at Destin Water Users and they suggested for the word “wastewater” to be removed.

Agency member Klosterman asked what type of drilling mud staff is referring to. Pointing out that he has worked the oil and gas industry in the Gulf of Mexico and there are many different types of drilling mud. According to Mr. Bodi, it would be any type of water-based lubricant to get underneath the roadway, and staff does not have an issue with changing the word “wastewater” to “drilling mud.”

Agency member Schmidt amended the motion to replace the word, “wastewater with the word “drilling mud” with Agency member Ledbetter providing the second to the amendment. The amended motion passed with a 5-0 vote for approval.

C. Proposed Ordinance 20-18-LC, E-Scooter Ban - To Be Continued

The Land Use Attorney informed the members that staff has determined that this ordinance needs some more work and has pulled it for consideration.

5. DIRECTOR'S REPORT:

Staff reminded the Agency members to please use their city issued emails for all city related business.

6. NEXT MEETING: September 17, 2020

7. ADJOURNMENT:

Having no further discussion at this time, the meeting adjourned at 6:35p.m.

Adopted and approved this _____ day of _____ 2020.

James Wood, Jr. Chairman

Kim Montgomery, Destin City Clerk

ORDINANCE NO. 20-24-LC

AN ORDINANCE OF THE CITY OF DESTIN, FLORIDA, REGULATING LOW SPEED VEHICLES; AMENDING ARTICLE VIII “TRANSPORTATION” AND CREATING A NEW SECTION 8.09.04 ENTITLED "ALTERNATIVE MODES OF TRANSPORTATION"; DEFINING “LOW SPEED VEHICLES”; PROVIDING FOR LIMITED OPERATION OF LOW SPEED VEHICLES ON CERTAIN CITY STREETS; PROHIBITING LOW SPEED VEHICLES ON SPECIFIED STREETS; 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 amend Article VIII of the Code of Ordinances to regulate low speed vehicles on city roadways; and

WHEREAS, the City Council recognizes that regulation of low speed vehicles throughout the City benefits the City, it’s residents and the public; and

WHEREAS, failure to prohibit low speed vehicles on certain roadways within the City is a hazard to the public health, welfare, safety and the quality of life of the residents and visitors of the City; and

WHEREAS, the City Council has determined that this ordinance is consistent with the adopted comprehensive plan and is in the best interests of the City and its citizens; and

WHEREAS, a public hearing has been conducted after due public notice by the Local Planning Agency and its recommendations reported to the City Council; and

WHEREAS, a public hearing has been conducted by the City Council after due public notice.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF DESTIN, FLORIDA, AS FOLLOWS:

NOTE: Language in all sections of this ordinance that is ~~strike-thru~~ is language proposed to be deleted, underline language is language to be added, language that is not in strike-thru or underlined is not to be changed. The symbol *** represents sections of the Land Development Code that have been skipped and remain unchanged.

SECTION 3. AMENDMENT OF ARTICLE VIII OF THE LAND DEVELOPMENT CODE.

Article VIII of the Land Development Code is hereby amended as follows:

Article VIII- TRANSPORTATION

Sec. 8.09.04.

A. Purpose and intent. The purpose of this Article is to authorize and regulate the use low-speed vehicles upon certain designated streets of the City of Destin, Florida, and establish requirements for the operation of low-speed vehicles that are more restrictive than those enumerated in §316.212 and §316.2122, Florida Statutes.

B. Limited Operation of Low Speed Vehicles on Designated City Streets

A Low Speed Vehicle, as defined in Section F.S. § 320.01(41) operating in accordance with F.S. § 316.2122 and other applicable State Statutes may operate on all city-owned streets except that Low Speed Vehicles, while traveling along Airport Road or Main Street,

must be operated in the farthest right lane except when making a left turn or when travel in the farthest right lane is unsafe. The operation of Low Speed Vehicles on Highway 98 is prohibited.

“Unsafe” shall mean the operator of the Low Speed Vehicle has reasonably determined that operation of the Low Speed Vehicle would expose any person or property to unreasonable danger or risk. For purposes of enforcement, whether this definition of “unsafe” is met shall ultimately be determined by law enforcement or code compliance staff.

C. Enforcement. of this section 8.09.04 shall constitute a non-criminal infraction punishable pursuant to the provisions of §316.212(9), Florida Statutes. The use of a Low-Speed Vehicle resulting in violations of the Florida "Uniform Traffic Control" statute and the Florida "Uniform Disposition of Traffic Infractions Act" are punishable pursuant to chapters 316, 318, and 319, Florida Statutes, as applicable. All other city ordinances pertaining to the use of motor vehicles within the city, including, but not limited to Article VIII in its entirety, shall also apply to this article.

SECTION 4. INCORPORATION INTO THE CODE OF ORDINANCES. This ordinance shall be incorporated into the City of Destin's Code of Ordinances and any section or paragraph number or letter and any heading may be changed or modified as necessary to effectuate the foregoing.

SECTION 5. CONFLICTING PROVISIONS. Special Acts of the Florida Legislature applicable to the incorporated area of the City of Destin, City Ordinances and City Resolutions, or parts, thereof, in conflict with the provisions of this ordinance are hereby superseded by this ordinance to the extent of such conflict.

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

SECTION 7. EFFECTIVE DATE. This ordinance shall become effective upon its adoption by the City Council and signature by the Mayor.

**ADOPTED THIS _____ DAY OF _____,
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: September 21, 2020

TYPE OF AGENDA ITEM: Consent Agenda

TO: City Council

THRU: Lance Johnson, City Manager
Webb Warren, Deputy City Manager
Kyle Bauman, City Attorney
Krystal Strickland, Finance Director
Joey Forgione, Code Compliance Manager

FROM: Lorraine Berish, Senior Administrative Coordinator

DATE: August 25, 2020

SUBJECT: Resolution 20-19, Emerald Coast Wildlife Refuge Contract

I. BACKGROUND:

The City contracts with Emerald Coast Wildlife Refuge (ECWR) annually to provide wildlife rehabilitation services.

II. DISCUSSION: The attached contract, authorized by resolution, will provide animal control services for FY21.

Emerald Coast Wildlife Refuge (ECWR) is a not-for-profit agency permitted and licensed through the Federal and State Fish and Wildlife Commissions. ECWR deals with wildlife only.

- Service Area: Florida Panhandle
- Funding: FWC grants, contributions, contracts for specific services

The ECWR Contract amount is \$3,000 and this is the amount the city has paid for the last three fiscal years.

A. Link to Strategic Goals / Objectives: Strategic Plan 2020:
Strategic Focus 2025 - High quality of life and safety for residents

B. Effect on Budget (EOB): The contract amount is \$3,000.

0156272-534000 Animal Control Contracts	\$ 100,000	
FY21 Tentative Appropriation	\$ 100,000	
0156272-534000 Animal Control Contracts	55,975	
Previous Expenses/Encumbrances	55,975	*
Available Program Budget	44,025	
0156272-534000 Animal Control Contracts	3,000	
This Agreement	3,000	
FY 21 Remaining Program Budget	\$ 41,025	

*previous encumbrances includes contracts for PAWS and Feline Friends

C. Level of Service (LOS): Approval of these contracts will provide wildlife rehabilitation services within the city.

III. CONCLUSION: The City has contracted with ECWR for many years to provide Destin residents with a means to report and/or transport injured, orphaned or displaced wildlife. Staff recommends approval of this contract.

IV. RECOMMENDED MOTION: I move to accept ECWR contract and authorize the City Manager to execute the contract accordingly.

Attachments:

1. Resolution 20-19 ECWR
2. ECWR Contract FY21

RESOLUTION 20-19

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DESTIN PROVIDING AUTHORITY FOR THE CITY MANAGER TO ENTER INTO A CONTRACT WITH THE EMERALD COAST WILDLIFE REFUGE FOR WILDLIFE REHABILITATION SERVICES WITHIN THE CITY OF DESTIN FOR FISCAL YEAR 2021; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, animal control is an integral service provided to the residents of Destin; and

WHEREAS, the Panhandle Animal Welfare Society (PAWS) is permitted and licensed to fulfill *domestic* animal control services for Okaloosa County but does not address issues associated with wild animals; and

WHEREAS, the City has contracted with the EMERALD COAST WILDLIFE REFUGE for many years to provide Destin residents with a facility to report and/or transport injured, orphaned or displaced wildlife; and

WHEREAS, the City determines it is in the best interest of its residents to continue the services provided by the EMERALD COAST WILDLIFE REFUGE within the City of Destin.

NOW, THEREFORE BE IT RESOLVED by the City Council of the City of Destin that the City hereby provides authority for the City Manager to enter into a contract with the EMERALD COAST WILDLIFE REFUGE for Fiscal Year 2021 at the budgeted amount of \$3,000.00.

ADOPTED THIS 21st DAY OF SEPTEMBER 2020

By:

Gary Jarvis, Mayor

ATTEST:

Rey Bailey, City Clerk

CONTRACT FOR SERVICES

October 1, 2020 to September 30, 2021

THIS CONTRACT made and entered into this 1st day of October 2020, between Emerald Coast Wildlife Refuge (hereinafter referred to as "ECWR") and the City of Destin, Florida (hereinafter referred to as "DESTIN"), as approved by Destin City Council at its regularly scheduled meeting on September 21, 2020.

WHEREAS, the parties do agree that the purpose of this contract is to establish ECWR as the agency providing wildlife rehabilitation services for the City of Destin. The primary service is to provide citizens with a facility to report and/or transport to, injured, orphaned or in some cases, displaced wildlife. In addition, ECWR will serve as the marine mammal and sea turtle stranding response team.

NOW THEREFORE, the parties hereto agree as follows:

1. DESTIN will pay the annual sum of \$3,000 by Fiscal Year to be disbursed in quarterly payments of \$750 for services provided by ECWR.
2. Payment for such services shall be made upon receipt of an invoice and quarterly report from ECWR. The quarterly report shall contain a summary of services provided within the city limits of Destin during that reporting period.
3. The City will have the right to terminate this Contract if ECWR has failed to comply with the requirements of the Contract.
4. Provisions of this Contract may be amended only by written instrument approved by the Destin City Council and signed by ECWR.
5. The parties intend that this Contract and the relationship of the parties shall be governed by the laws of the State of Florida.
6. Venue: The location for litigating any and all claims, controversies, disputes, arising out of or relating to any part of this Agreement, or any breach hereof, shall be exclusively in Okaloosa County, Florida and nowhere else.
7. **Jury Trial Waiver: ECWR 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.**
8. Public Records. ECWR 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 ECWR 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.

IN WITNESS WHEREOF, the parties have hereunto executed this contract this ____ day of September 2020.

Witness:

City of Destin

City Manager

Witness:

Emerald Coast Wildlife Refuge

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: September 21, 2020

TYPE OF AGENDA ITEM: Action Item

TO: City Council

THRU: Lance Johnson, City Manager

FROM: Kyle Bauman, City Attorney

DATE: September 16, 2020

SUBJECT: Extensions 22 and 23 to the Amended COVID-19 Declaration of State of Emergency

I. BACKGROUND: On July 7, 2020, Governor DeSantis issued Executive Order 20-166, extending the statewide state of emergency another 60 days from July 7, 2020. On September 4, 2020, Governor DeSantis issued Executive Order 20-213, extending the statewide state of emergency another 60 days from September 4, 2020.

II. DISCUSSION: To ensure compliance with the law, the Extensions to the Amended Declaration of State of Emergency should be executed weekly.

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 issue Extensions Number 22 and 23 if the City Manager determines an emergency still exists on September 21 and 28, 2020, respectively.

Attachments:

1. COVID 19 Declaration - Extension 22
2. COVID 19 Declaration - Extension 23

**EXTENSION NO. 22 – 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; and

WHEREAS, on August 3, 2020, the Destin City Council authorized and directed the City Manager to issue Extension Number 15 to the Amended COVID-19 Declaration if the City Manager determines that the emergency continues to exist on August 3, 2020; and

WHEREAS, on August 3, 2020, the Destin City Council authorized and directed the City Manager to issue Extension Number 16 to the Amended COVID-19 Declaration if the City Manager determines that the emergency continues to exist on August 10, 2020; and

WHEREAS, on August 17, 2020, the Destin City Council authorized and directed the City Manager to issue Extension Number 17 to the Amended COVID-19 Declaration if the City Manager determines that the emergency continues to exist on August 17, 2020; and

WHEREAS, on August 17, 2020, the Destin City Council authorized and directed the City Manager to issue Extension Number 18 to the Amended COVID-19 Declaration if the City Manager determines that the emergency continues to exist on August 24, 2020; and

WHEREAS, on August 17, 2020, the Destin City Council authorized and directed the City Manager to issue Extension Number 19 to the Amended COVID-19 Declaration if the City Manager determines that the emergency continues to exist on August 31, 2020; and

WHEREAS, on September 7, 2020, the City Manager determined that the emergency continues to exist and duly issued Extension Number 20 to the Amended COVID-19 Declaration; and

WHEREAS, on September 8, 2020, Extension Number 20 was duly ratified and approved by the Destin City Council; and

WHEREAS, on September 8, 2020, the Destin City Council authorized and directed the City Manager to issue Extension Number 21 to the Amended COVID-19 Declaration if the City Manager determines that the emergency continues to exist on September 14, 2020; and

WHEREAS, on September 21, 2020, the Destin City Council authorized and directed the City Manager to issue Extension Number 22 to the Amended COVID-19 Declaration if the City Manager determines that the emergency continues to exist on September 21, 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 21st day of September, 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. 23 – 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; and

WHEREAS, on August 3, 2020, the Destin City Council authorized and directed the City Manager to issue Extension Number 15 to the Amended COVID-19 Declaration if the City Manager determines that the emergency continues to exist on August 3, 2020; and

WHEREAS, on August 3, 2020, the Destin City Council authorized and directed the City Manager to issue Extension Number 16 to the Amended COVID-19 Declaration if the City Manager determines that the emergency continues to exist on August 10, 2020; and

WHEREAS, on August 17, 2020, the Destin City Council authorized and directed the City Manager to issue Extension Number 17 to the Amended COVID-19 Declaration if the City Manager determines that the emergency continues to exist on August 17, 2020; and

WHEREAS, on August 17, 2020, the Destin City Council authorized and directed the City Manager to issue Extension Number 18 to the Amended COVID-19 Declaration if the City Manager determines that the emergency continues to exist on August 24, 2020; and

WHEREAS, on August 17, 2020, the Destin City Council authorized and directed the City Manager to issue Extension Number 19 to the Amended COVID-19 Declaration if the City Manager determines that the emergency continues to exist on August 31, 2020; and

WHEREAS, on September 7, 2020, the City Manager determined that the emergency continues to exist and duly issued Extension Number 20 to the Amended COVID-19 Declaration; and

WHEREAS, on September 8, 2020, Extension Number 20 was duly ratified and approved by the Destin City Council; and

WHEREAS, on September 8, 2020, the Destin City Council authorized and directed the City Manager to issue Extension Number 21 to the Amended COVID-19 Declaration if the City Manager determines that the emergency continues to exist on September 14, 2020; and

WHEREAS, on September 21, 2020, the Destin City Council authorized and directed the City Manager to issue Extension Number 22 to the Amended COVID-19 Declaration if the City Manager determines that the emergency continues to exist on September 21, 2020; and

WHEREAS, on September 21, 2020, the Destin City Council authorized and directed the City Manager to issue Extension Number 23 to the Amended COVID-19 Declaration if the City Manager determines that the emergency continues to exist on September 28, 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 28nd day of September, 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: September 21, 2020

TYPE OF AGENDA ITEM: Consent Agenda

TO: City Council

THRU: Lance Johnson, City Manager

FROM: Kyle Bauman, City Attorney
Michael Burgess, Public Services Director
Webb Warren, Deputy City Manager

DATE: September 15, 2020

SUBJECT: Council ratification of the Declaration of Civil Emergency

I. BACKGROUND: Hurricane Sally made landfall on September 16, 2020, just to the west of the City. Prior to its landfall, on September 14, 2020, the City Manager issued a Declaration of State of Emergency for Hurricane Sally in anticipation of the impact it would have on the City. The attached Resolution ratifies the City Manager's issuance of the Declaration of State of Emergency.

II. DISCUSSION:

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

III. CONCLUSION:

IV. RECOMMENDED MOTION: I move to approve and adopt Resolution 20-24, ratifying the issuance of the Declaration of State of Emergency for Hurricane Sally.

Attachments:

- 1. Resolution 20-24 -- Ratification of Hurricane Sally Declaration of SOE
- 2. Exhibit "A" - Declaration of State of Civil Emergency - Hurricane Sally

RESOLUTION 20-24

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DESTIN, FLORIDA, RATIFYING THE DECLARATION OF STATE OF EMERGENCY FOR HURRICANE SALLY; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Hurricane Sally has impacted the City of Destin, Florida, (the “City”) by causing dangerous storm surge, heavy rainfall, severe flooding, flash flooding, strong winds, hazardous seas, and isolated tornadic activity within the City and its surrounding areas; and

WHEREAS, on September 14, 2020, Okaloosa County, Florida (the “County”) declared a local state of emergency regarding the expected impacts of Hurricane Sally on the County; and

WHEREAS, on September 14, 2020, and in accordance with the City’s emergency management provisions as described in Chapter 8 of the City’s Code of Ordinances, the City Manager issued a Declaration of State of Emergency for Hurricane Sally (the “Hurricane Sally Declaration”), attached hereto as Exhibit “A”; and

WHEREAS, on September 15, 2020, Governor DeSantis issued Executive Order Number 20-225, declaring that a state of emergency exists in Okaloosa County, Florida, because of Hurricane Sally; and

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

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

WHEREAS, The City Charter generally empowers the City Council to adopt measures relating to the public’s health, safety, and welfare; and

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

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

Section 1. Recitals.

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

Section 2. Ratification of the Declaration of State of Civil Emergency – Hurricane Sally.

2. The issuance of the Hurricane Sally Declaration is hereby ratified by the City Council.

Section 3. Severability.

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

Section 4. Effective Date.

4. This Resolution shall be effective immediately upon adoption.

PASSED AND DULY ADOPTED BY THE CITY COUNCIL OF THE CITY OF DESTIN, FLORIDA THIS 21th DAY OF SEPTEMBER, 2020.

GARY JARVIS, MAYOR

ATTEST:

REY BAILEY, CITY CLERK

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

KYLE S. BAUMAN, ESQ.
CITY ATTORNEY

DECLARATION OF STATE OF CIVIL EMERGENCY –
HURRICANE SALLY

On this 14th day of September, 2020, at 5:30pm, the City Manager of the City of Destin, Florida (the “City”) hereby declares that a State of Civil Emergency hereby exists within the City due to the expected impact of Hurricane Sally on the City.

WHEREAS, based on information received regarding Hurricane Sally from the National Weather Service, the National Hurricane Center, and the Okaloosa County Emergency Management Department, the City is expected to receive heavy winds, rainfall, storm surge and other weather related phenomena within its incorporated limits.

NOW, THEREFORE, in consideration of the recitals above, all of which are incorporated herein below, the City Manager hereby declares a State of Civil Emergency due to the expected impact of Hurricane Sally on the City and further states:

Section 1. Boundaries of the areas affected by the Civil Emergency.

This State of Civil Emergency encompasses the City’s entire municipal bounds.

Section 2. Powers.

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

Section 3. Course of Action.

This State of Civil Emergency shall take effect immediately and shall remain in effect until the emergency no longer exists. The City Manager shall continue monitoring the affects of Hurricane Sally on the City

Section 4. Procurement and Purchasing Policy Suspended.

All normal procurement and purchasing procedures are hereby suspended if the procurement is reasonably related in any way to mitigating the effects of Hurricane Sally.

Section 5. Direction to City Staff.

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



City Manager Lance A. Johnson

09/14/2020

Date

Attest:



Rey Bailey, City Clerk

9/14/2020

Date

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: September 21, 2020

TYPE OF AGENDA ITEM: Consent Agenda

TO: City Council

THRU: Lance Johnson, City Manager
 Kyle Bauman, City Attorney
 Krystal Strickland, Finance Director

FROM: Webb Warren, Deputy City Manager

DATE: August 25, 2020

SUBJECT: Resolution No. 20-21, FY21 Law Enforcement Agreement

I. BACKGROUND: The City contracts with the Okaloosa County Sheriff's (OCSO) office for law enforcement services. The current contract expires on September 30, 2020 which coincides with the City fiscal year.

II. DISCUSSION:

Each year the City Manager negotiates a renewal of the law enforcement agreement with OCSO. Council's acceptance of this agreement is detailed through Resolution 20-21. The proposed FY21 contract proposes to maintain the current level for the basic sheriff services and a marine patrol unit. Total staffing includes:

- Seventeen (17) patrol Deputies
- Two (2) investigators
- One (1) deputy front desk position
- One (1) marine patrol deputy.

A. Link to Strategic Goals / Objectives: FY20 Strategic Plan:
 Strategic Focus: High quality of life and safety for residents

B. Effect on Budget (EOB): The FY21 tentative budget reflects the current proposal from the sheriff of \$2,299,340:

0152140-534000 Contract	\$ 2,299,340
Services	

FY21 Proposed Appropriation \$ 2,299,340

0152140-534000 Contract	0
Services	

Previous
Expenses/Encumbrances

Available Program Budget	2,299,340
--------------------------	-----------

0152140-534000 Contract Services	2,299,340
-------------------------------------	-----------

This Agreement 2,299,340

FY 21 Remaining Program Budget	\$ -
--------------------------------	------

C. Level of Service (LOS): The FY21 contract maintains a consistent level of law enforcement services for the City of Destin residents. In cooperation with the OCSO, key performance measures will be presented quarterly.

III. CONCLUSION: Law enforcement services within the City of Destin is provided by the Okaloosa County Sheriff's Office through the Law Enforcement Service Agreement negotiated each year. The proposed agreement totals \$2,299,340 and runs from October 1, 2020 through September 30, 2021.

IV. RECOMMENDED MOTION: I move that Council adopt Resolution 20-21 accepting the FY21 Law Enforcement Service Agreement to provide law enforcement services to the City of Destin by the Okaloosa County Sheriff's Office from October 1, 2020 to September 30, 2021.

Attachments:

1. Resolution 20-21 - Law Enforcement Contract
2. Sheriff's Contract FY2021 (FINAL)
3. Destin FY2021 Worksheet
4. Resolution 19-22 Okaloosa County Sheriff Office Law Enforcement
5. Okaloosa County - Law Enforcement 2020 Interlocal Agreement

RESOLUTION 20-21

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DESTIN, FLORIDA; ACCEPTING AND ADOPTING THE FISCAL YEAR 2021 LAW ENFORCEMENT AGREEMENT BETWEEN THE CITY OF DESTIN AND THE OKALOOSA COUNTY SHERIFF'S OFFICE; AND AUTHORIZING THE MAYOR AND THE CITY MANAGER TO EXECUTE THE AGREEMENT FOR AND ON BEHALF OF THE CITY OF DESTIN; REPEALING THE PRIOR RESOLUTION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Sheriff's office of Okaloosa County has, heretofore, provided law enforcement services for the City of Destin; and

WHEREAS, the City desires to continue to secure law enforcement services with the Sheriff's Office of Okaloosa County; and

WHEREAS, the Sheriff's Office of Okaloosa County has agreed to render the City of Destin law enforcement services for which the City desires to contract.

NOW, THEREFORE BE IT RESOLVED that the City of Destin, by and through its Council, formally accepts and adopts the Law Enforcement Agreement between the City of Destin and the Sheriff's Office of Okaloosa County for law enforcement services effective October 1, 2020 through September 30, 2021.

BE IT FURTHER RESOLVED that the Mayor of the City of Destin is formally authorized to execute and agreement for and on behalf of the City of Destin, which Agreement is attached and made a part hereof.

ADOPTED THIS 21st DAY OF SEPTEMBER 2020

Gary Jarvis, Mayor

ATTEST:

Rey Bailey, City Clerk

LAW ENFORCEMENT SERVICE AGREEMENT

THIS AGREEMENT, made and entered into on this 1st day of October 2020, by and between LARRY R. ASHLEY, AS SHERIFF OF OKALOOSA COUNTY, FLORIDA, hereinafter referred to as the SHERIFF, and the CITY OF DESTIN, FLORIDA, a municipality located in OKALOOSA COUNTY, Florida, hereinafter referred to as the CITY.

WITNESSETH:

WHEREAS, the SHERIFF has heretofore maintained professional police protection for the benefit of the citizens of the CITY; and

WHEREAS, in recognition of the effort to minimize the cost of governmental services for the benefit of the citizens of the CITY; and

WHEREAS, the CITY is desirous of maintaining competent professional law enforcement services in conjunction and harmony with its program of fiscal responsibility; and

WHEREAS, the SHERIFF has agreed to render to the CITY professional law enforcement services and the CITY is desirous of contracting for such services, upon the terms and conditions hereinafter set forth;

NOW, THEREFORE, in consideration of the sums hereinafter set forth and for other good and valuable considerations, the receipt and legal sufficiency of which are hereby acknowledged, it is hereby agreed as follows:

ARTICLE I **LAW ENFORCEMENT SERVICES**

The SHERIFF shall provide to the CITY competent law enforcement protection within and throughout the corporate limits of the CITY ("Destin District") under the authority given the SHERIFF by the laws of the State of Florida, through the following:

- Seventeen (17) patrol deputies
- Two (2) investigators
- One (1) deputy front desk position
- One (1) marine patrol deputy

The CITY agrees and understands all positions will be based out of the Destin substation located at 107 Stahlman Avenue, Destin, Florida and will provide law enforcement services within the CITY's corporate limits unless otherwise stated in this contract.

ARTICLE II

CONSIDERATION

In consideration for the services and responsibilities to be performed for the term hereof, the CITY shall pay to the SHERIFF, a sum of TWO MILLION, TWO HUNDRED NINETY-NINE THOUSAND, THREE HUNDRED FOURTY DOLLARS (\$2,299,340.00), to be paid in twelve (12) monthly installments of ONE HUNDRED NINETY-ONE THOUSAND, SIX HUNDRED ELEVEN-DOLLARS AND SIXTY-SEVEN CENTS (\$191,611.67). Included in the contract amount are operational expenses, auto expenses, uniforms, payroll, auto replacement, and administrative charge assignment.

These monthly installments, made payable to the SHERIFF by the CITY, shall be turned over by the SHERIFF, upon receipt, to the Board of County Commissioners of Okaloosa County in consideration and reimbursement for the County having allocated the entire amount payable under this agreement to the SHERIFF in its current budget. Any and all funds allocated to the SHERIFF by the Board of County Commissioners of Okaloosa County in consideration of this agreement shall be accounted to the general revenue fund of the SHERIFF.

ARTICLE III

EMPLOYMENT RESPONSIBILITY

The SHERIFF shall be responsible for any liability for or direct payment of any salaries, wages or other compensation, contributions to pension funds, insurance premiums, worker's compensation funds, vacation or compensatory time, sick leave benefits or any other amenities of employment to any SHERIFF personnel performing services, duties and responsibilities hereunder for the benefit of said CITY and the residents thereof, or any other liabilities whatsoever, unless otherwise specifically provided herein. The SHERIFF shall indemnify and hold harmless the CITY from all claims, demands and causes of action resulting from any law enforcement or other activity conducted pursuant to this agreement or as a result of this agreement or other acts of law enforcement personnel of the SHERIFF. The CITY shall not be liable, in any manner, for any activity of any employee of the SHERIFF.

ARTICLE IV

ADDITIONAL LAW ENFORCEMENT SERVICES

Any additional law enforcement services requested by, and exclusively provided to the CITY, shall be billed to the CITY on a monthly basis at the actual reimbursable cost for the personnel assigned. Only the CITY MANAGER or his/her designee will have the authority to request additional services provided pursuant to this article. Services provided pursuant to this article shall be agreed to by the parties' authorized representatives, in writing, prior to the commencement of said services.

ARTICLE V
RIGHT OF CONTROL

The SHERIFF shall have and maintain the responsibility for providing the level of service (LOS) determined by the CITY COUNCIL. The discipline of personnel and other matters pertinent to the performance of the services, duties and responsibilities shall be the responsibility of the SHERIFF, and if germane, results may be made available to the CITY MANAGER. Nothing herein contained should be construed to mean that the CITY is contracting away its constitutional authority.

ARTICLE VI
AUTHORITY TO ACT

The CITY does hereby vest in each sworn deputy of the SHERIFF, to the extent allowed by law, the police powers of the CITY, which are necessary to implement and carry forth the services, duties and responsibilities imposed upon the SHERIFF hereby, for the sole and limited purpose of giving official and lawful status and validity to the performance thereof by such sworn officers. Any sworn deputy sheriff duly appointed as provided by law, shall have the authority and by this agreement is vested with the power to:

- Enforce the laws of the State of Florida;
- Enforce the ordinances of Okaloosa County that are applicable in the CITY; however to the extent should an ordinance of the County be in conflict with an ordinance of the CITY, the CITY's ordinance shall prevail;
- Enforce the ordinances of the CITY and provide frequent patrols at CITY facilities and parks during special and sporting events and activities; and
- Provide any other law enforcement activity as authorized or directed by the City Council.

ARTICLE VII
UNIFORMS AND VEHICLES

The SHERIFF shall have the total responsibility for the selection of uniforms for the deputies performing duties and services pursuant to this agreement and the marking of patrol vehicles. All vehicles to be used by contracted deputies within the CITY shall be marked with the seal of the CITY of Destin. The SHERIFF agrees to enhance identification of the City of Destin through improved vehicular decals and substation building signage, the extent of which shall be mutually agreed upon by the CITY and the SHERIFF prior to implementation.

ARTICLE VIII
LIAISON & MONTHLY REPORTING

A liaison shall be maintained between the CITY and the SHERIFF and/or his designee. The CITY'S liaison shall be the CITY MANAGER or designee; who shall meet and confer with the SHERIFF and/or designee and other law enforcement officers on a regular basis to review law enforcement activity and other CITY related activities. Provided, the SHERIFF, shall consult only with an authorized representative of the CITY in carrying out the terms and conditions of this contract. The focus of the SHERIFF'S liaison is to improve and maintain optimum communications between the organizations identified in this agreement. The liaison will attend weekly City staff meetings and remain directly involved in issues of the CITY related to public safety within the City of Destin. The liaison will ensure the CITY is provided reports and data, in formats agreed upon by the Sheriff's Office and the City, on a no less than monthly basis, containing information generated within the corporate limits of the CITY. The SHERIFF'S liaison will provide direct and timely notification to the CITY MANAGER of any major incidents occurring within the City limits. Major incidents include those in which have is loss of life, significant property damage or which have the potential to generate high profile media coverage.

ARTICLE IX
INSURANCE

The personnel appointed and employed by the SHERIFF pursuant to this agreement shall be covered in all respects as are other members of the SHERIFF'S office either through the SHERIFF'S Self-Insurance Fund or through a private company with comparable coverage to minimally include worker's compensation, liability and adequately cover replacement costs of rented, borrowed or used equipment, vehicles and property. The SHERIFF shall provide the same insurance coverage for the vehicles used in the CITY under the terms of this agreement as is used for like vehicles in the SHERIFF'S Office.

ARTICLE X
TERM

This service agreement shall remain in full force and effect for the term commencing the 1st day of October, 2020 and ending the 30th day of September, 2021, inclusive, unless otherwise amended, extended or terminated in accordance with the terms hereof.

ARTICLE XI
OPTION TO RENEW

For, and in consideration of, the mutual benefits herein contemplated, the sufficiency of which is hereby acknowledged, the SHERIFF does hereby extend to the CITY a continuing option to renew this service agreement upon the same terms and conditions described herein, subject, however, to the

provision that the contract price shall be negotiated between the parties each year. Any such contract price negotiations shall be completed with the City Manager thirty (30) days prior to the end of the then-current contract year to allow for inclusion of the contract sum in the CITY'S proposed budget, contingent upon an annual appropriation by the City Council.

ARTICLE XII

RIGHT OF CANCELLATION AND TERMINATION

Any party hereto shall have the right to cancel this contract at any time during its existence upon giving ninety (90) days advance notice of its intention to cancel. Upon the termination of the ninety (90) day period, this contract shall then be canceled, terminated, become null and void and of no further force and effect.

ARTICLE XIII

AUTHORITY TO EXECUTE

The SHERIFF, by his execution hereof, does hereby represent to the CITY that he has full power and authority to make and execute this service agreement pursuant to the powers vested in him under Article VIII of the Constitution of the State of Florida and Section 125.0101, Florida Statutes, to the effect that his making and execution hereof shall create a legal obligation upon himself as a political subdivision of the State and as SHERIFF of Okaloosa County, Florida, which shall be legally binding upon him; and that the same shall be enforceable by the CITY according and to the extent of the provisions hereof. Nothing contained herein, nor any obligation on the part of the SHERIFF to be performed hereunder, shall in any way be contrary to, or in contravention of, any policy of insurance or surety bond required of the SHERIFF pursuant to the laws of the State of Florida.

The Mayor and/or City Manager, by their respective executions hereof, do each represent to the SHERIFF that they, collectively, have full power and authority to make and execute this service agreement on behalf of the City of Destin, Florida, and nothing herein contained is in any way contrary to or in contravention of the Charter of the City of Destin or the laws of the State of Florida.

ARTICLE XIV

NOTICES

All notices required hereunder shall be made by Certified Mail, Return-Receipt Requested, and any notice required hereunder shall be addressed to the party intended to receive same at the following address:

SHERIFF: Larry R. Ashley, Sheriff
Okaloosa County Sheriff's Office
50 2nd Street
Shalimar, FL 32579

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

ARTICLE XV
NON-ASSIGNABILITY

The SHERIFF shall not assign any of the obligations or benefits imposed hereby or contained herein, unless upon the consent of the City Council of the CITY, which consent must be evidenced by a duly passed action of the City Council and produced to the SHERIFF in writing.

ARTICLE XVI
SOVEREIGN IMMUNITY

The parties further agree that nothing in this Agreement constitutes a waiver of the City of Destin's rights and immunities under the common law, Florida Constitution or Florida Statutes 768.28, as amended from time to time.

ARTICLE XVII
INDEMNIFICATION

The SHERIFF shall be legally responsible for actions of Sheriff's law enforcement personnel performing services under this agreement. Lawsuits and claims that may be filed from time to time shall be handled by the SHERIFF in accordance with normal procedures and the SHERIFF shall hold the CITY harmless from any and all manner of actions, causes of actions, suits, judgments, executions, claims and demands of any kind whatsoever, in law or in equity, which may result from or arise out of the Sheriff's use of CITY property or the intentional or negligent acts of the SHERIFF, Sheriff's Deputies and Sheriff's employees; and, the SHERIFF shall indemnify the CITY from any and all damages, judgments, claims, costs, expenses, including reasonable attorney's fees, which the CITY might suffer in connection with or as a result of the intentional or negligent acts and the alleged intentional or alleged negligent acts of the SHERIFF, Sheriff's Deputies and Sheriff's employees.

The CITY agrees to hold the SHERIFF harmless from any and all manner of actions, causes of actions, judgments, executions, claims and demands of any kind whatsoever, in law or in equity, which may result from or arise out of the constitutionality of ordinances enacted by the CITY and enforced by the SHERIFF or from acts or omissions attributable to the CITY that occurred prior to the execution of this agreement, and the CITY agrees to indemnify the SHERIFF for any and all damages, judgments, claims, costs, expenses, including reasonable attorney's fees, which the SHERIFF might suffer in connection or as a result of the constitutionality of ordinances enacted by the CITY and enforced by the SHERIFF or from acts or omissions attributable to the CITY that occurred prior to the execution of this agreement. The SHERIFF does not assume any existing or contingent liabilities regarding liability of the CITY unless specifically listed in this agreement. The CITY does not assume any existing or contingent liabilities regarding liability of the SHERIFF unless specifically listed in this agreement.

ARTICLE XVIII
ENTIRE AGREEMENT

The parties acknowledge one to the other, that the terms hereof constitute the entire understanding and agreement of the parties with respect hereto. No modification hereof shall be effective unless in writing, executed with the same formalities as this agreement is executed.

IN WITNESS WHEREOF, the parties hereto have caused their respective agents to execute this instrument on their behalf, at the times set forth below.

CITY OF DESTIN, FLORIDA

By: Gary Jarvis, Mayor

Date: _____

ATTEST:

By: Lance Johnson, City Manager

Rey Bailey, and City Clerk

Approved as to legal form:

Kyle Bauman, City Attorney

SHERIFF OF OKALOOSA COUNTY, FLORIDA

Larry Ashley, Sheriff

Date: _____

City of Destin FY 2021 Cost Worksheet
May 2, 2020

	FY 2020 Approved FTE = 21	FY 2021 Proposed FTE = 21
Personnel Expenses		
Regular Payroll	\$ 1,005,583	\$ 1,005,351
Social Security	76,927	76,909
Retirement	256,222	245,808
Workers Compensation	85,732	85,509
Insurance	223,802	218,670
Total Personnel	\$ 1,648,266	\$ 1,632,248
Operational Expenses		
Professional Liability	\$ 22,520	\$ 22,520
Automobile Liability	13,235	14,303
Automobile Collision	7,178	9,213
Auto Repair and Maintenance	13,650	13,650
Cameras	23,310	22,428
Tires	11,970	11,970
Fuel	104,538	89,574
Uniforms & Duty Gear	16,511	17,381
Support Allocation	287,200	287,200
Vessel Maintenance	1,200	1,200
Vessel Repower	-	-
Total Operational	\$ 501,313	\$ 489,440
Capital Expense		
Capital Replacement	\$ 178,227	\$ 177,652
Total Capital	\$ 178,227	\$ 177,652
TOTAL CONTRACT	\$ 2,327,806	\$ 2,299,340
	\$ 167,606	\$ (28,466)
	8.5%	-1.2%
Cost Per Sworn	\$ 110,848	\$ 109,492

RESOLUTION 19-22

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DESTIN, FLORIDA; ACCEPTING AND ADOPTING THE FISCAL YEAR 2020 LAW ENFORCEMENT AGREEMENT BETWEEN THE CITY OF DESTIN AND THE OKALOOSA COUNTY SHERIFF'S OFFICE; AND AUTHORIZING THE MAYOR AND THE CITY MANAGER TO EXECUTE THE AGREEMENT FOR AND ON BEHALF OF THE CITY OF DESTIN; REPEALING THE PRIOR RESOLUTION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Sheriff's office of Okaloosa County has, heretofore, provided law enforcement services for the City of Destin; and

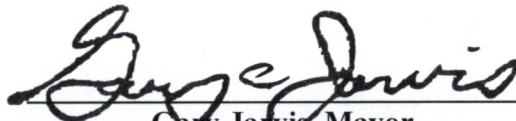
WHEREAS, the City desires to continue to secure law enforcement services with the Sheriff's Office of Okaloosa County; and

WHEREAS, the Sheriff's Office of Okaloosa County has agreed to render the City of Destin law enforcement services for which the City desires to contract.

NOW, THEREFORE BE IT RESOLVED that the City of Destin, by and through its Council, formally accepts and adopts the Law Enforcement Agreement between the City of Destin and the Sheriff's Office of Okaloosa County for law enforcement services effective October 1, 2019 through September 30, 2020.

BE IT FURTHER RESOLVED that the Mayor of the City of Destin is formally authorized to execute and agreement for and on behalf of the City of Destin, which Agreement is attached and made a part hereof.

ADOPTED THIS 7th DAY OF OCTOBER 2019


Gary Jarvis, Mayor

ATTEST:



Rey Bailey, City Clerk



LAW ENFORCEMENT SERVICE AGREEMENT

THIS AGREEMENT, made and entered into on this 1st day of October, 2019, by and between LARRY R. ASHLEY, AS SHERIFF OF OKALOOSA COUNTY, FLORIDA, hereinafter referred to as the SHERIFF, and the CITY OF DESTIN, FLORIDA, a municipality located in OKALOOSA COUNTY, Florida, hereinafter referred to as the CITY.

WITNESSETH:

WHEREAS, the SHERIFF has heretofore maintained professional police protection for the benefit of the citizens of the CITY; and

WHEREAS, in recognition of the effort to minimize the cost of governmental services for the benefit of the citizens of the CITY; and

WHEREAS, the CITY is desirous of maintaining competent professional law enforcement services in conjunction and harmony with its program of fiscal responsibility; and

WHEREAS, the SHERIFF has agreed to render to the CITY professional law enforcement services and the CITY is desirous of contracting for such services, upon the terms and conditions hereinafter set forth;

NOW, THEREFORE, in consideration of the sums hereinafter set forth and for other good and valuable considerations, the receipt and legal sufficiency of which are hereby acknowledged, it is hereby agreed as follows:

ARTICLE I **LAW ENFORCEMENT SERVICES**

The SHERIFF shall provide to the CITY competent law enforcement protection within and throughout the corporate limits of the CITY ("Destin District") under the authority given the SHERIFF by the laws of the State of Florida, through the following:

- Seventeen (17) patrol deputies
- Two (2) investigators
- One (1) deputy front desk position
- One (1) marine patrol deputy

The CITY agrees and understands all positions will be based out of the Destin substation located at 107 Stahlman Avenue, Destin, Florida and will provide law enforcement services within the CITY's corporate limits unless otherwise stated in this contract.

ARTICLE II

CONSIDERATION

In consideration for the services and responsibilities to be performed for the term hereof, the CITY shall pay to the SHERIFF, a sum of TWO MILLION, THREE HUNDRED TWENTY-SEVEN THOUSAND, EIGHT HUNDRED SIX DOLLARS (\$2,327,806.00), to be paid in twelve (12) monthly installments of ONE HUNDRED NINETY-THREE THOUSAND, NINE HUNDRED EIGHTY-THREE DOLLARS AND EIGHTY-THREE CENTS (\$193,983.83). Included in the contract amount are operational expenses, auto expenses, uniforms, payroll, auto replacement, and administrative charge assignment.

These monthly installments, made payable to the SHERIFF by the CITY, shall be turned over by the SHERIFF, upon receipt, to the Board of County Commissioners of Okaloosa County in consideration and reimbursement for the County having allocated the entire amount payable under this agreement to the SHERIFF in its current budget. Any and all funds allocated to the SHERIFF by the Board of County Commissioners of Okaloosa County in consideration of this agreement shall be accounted to the general revenue fund of the SHERIFF.

ARTICLE III

EMPLOYMENT RESPONSIBILITY

The SHERIFF shall be responsible for any liability for or direct payment of any salaries, wages or other compensation, contributions to pension funds, insurance premiums, worker's compensation funds, vacation or compensatory time, sick leave benefits or any other amenities of employment to any SHERIFF personnel performing services, duties and responsibilities hereunder for the benefit of said CITY and the residents thereof, or any other liabilities whatsoever, unless otherwise specifically provided herein. The SHERIFF shall indemnify and hold harmless the CITY from all claims, demands and causes of action resulting from any law enforcement or other activity conducted pursuant to this agreement or as a result of this agreement or other acts of law enforcement personnel of the SHERIFF. The CITY shall not be liable, in any manner, for any activity of any employee of the SHERIFF.

ARTICLE IV

ADDITIONAL LAW ENFORCEMENT SERVICES

Any additional law enforcement services requested by, and exclusively provided to the CITY, shall be billed to the CITY on a monthly basis at the actual reimbursable cost for the personnel assigned. Only the CITY MANAGER or his/her designee will have the authority to request additional services provided pursuant to this article. Services provided pursuant to this article shall be agreed to by the parties' authorized representatives, in writing, prior to the commencement of said services.

ARTICLE V
RIGHT OF CONTROL

The SHERIFF shall have and maintain the responsibility for providing the level of service (LOS) determined by the CITY COUNCIL. The discipline of personnel and other matters pertinent to the performance of the services, duties and responsibilities shall be the responsibility of the SHERIFF, and if germane, results may be made available to the CITY MANAGER. Nothing herein contained should be construed to mean that the CITY is contracting away its constitutional authority.

ARTICLE VI
AUTHORITY TO ACT

The CITY does hereby vest in each sworn deputy of the SHERIFF, to the extent allowed by law, the police powers of the CITY, which are necessary to implement and carry forth the services, duties and responsibilities imposed upon the SHERIFF hereby, for the sole and limited purpose of giving official and lawful status and validity to the performance thereof by such sworn officers. Any sworn deputy sheriff duly appointed as provided by law, shall have the authority and by this agreement is vested with the power to:

- Enforce the laws of the State of Florida;
- Enforce the ordinances of Okaloosa County that are applicable in the CITY; however to the extent should an ordinance of the County be in conflict with an ordinance of the CITY, the CITY's ordinance shall prevail;
- Enforce the ordinances of the CITY and provide frequent patrols at CITY facilities and parks during special and sporting events and activities; and
- Provide any other law enforcement activity as authorized or directed by the City Council.

ARTICLE VII
UNIFORMS AND VEHICLES

The SHERIFF shall have the total responsibility for the selection of uniforms for the deputies performing duties and services pursuant to this agreement and the marking of patrol vehicles. All vehicles to be used by contracted deputies within the CITY shall be marked with the seal of the CITY of Destin. The SHERIFF agrees to enhance identification of the City of Destin through improved vehicular decals and substation building signage, the extent of which shall be mutually agreed upon by the CITY and the SHERIFF prior to implementation.

ARTICLE VIII
LIAISON & MONTHLY REPORTING

A liaison shall be maintained between the CITY and the SHERIFF and/or his designee. The CITY'S liaison shall be the CITY MANAGER or designee; who shall meet and confer with the SHERIFF and/or designee and other law enforcement officers on a regular basis to review law enforcement activity and other CITY related activities. Provided, the SHERIFF, shall consult only with an authorized representative of the CITY in carrying out the terms and conditions of this contract. The focus of the SHERIFF'S liaison is to improve and maintain optimum communications between the organizations identified in this agreement. The liaison will attend weekly City staff meetings and remain directly involved in issues of the CITY related to public safety within the City of Destin. The liaison will ensure the CITY is provided reports and data, in formats agreed upon by the Sheriff's Office and the City, on a no less than monthly basis, containing information generated within the corporate limits of the CITY. The SHERIFF'S liaison will provide direct and timely notification to the CITY MANAGER of any major incidents occurring within the City limits. Major incidents include those in which have is loss of life, significant property damage or which have the potential to generate high profile media coverage.

ARTICLE IX
INSURANCE

The personnel appointed and employed by the SHERIFF pursuant to this agreement shall be covered in all respects as are other members of the SHERIFF'S office either through the SHERIFF'S Self-Insurance Fund or through a private company with comparable coverage to minimally include worker's compensation, liability and adequately cover replacement costs of rented, borrowed or used equipment, vehicles and property. The SHERIFF shall provide the same insurance coverage for the vehicles used in the CITY under the terms of this agreement as is used for like vehicles in the SHERIFF'S Office.

ARTICLE X
TERM

This service agreement shall remain in full force and effect for the term commencing the 1st day of October 2019 and ending the 30th day of September 2020, inclusive, unless otherwise amended, extended or terminated in accordance with the terms hereof.

ARTICLE XI
OPTION TO RENEW

For, and in consideration of, the mutual benefits herein contemplated, the sufficiency of which is hereby acknowledged, the SHERIFF does hereby extend to the CITY a continuing option to renew

this service agreement upon the same terms and conditions described herein, subject, however, to the provision that the contract price shall be negotiated between the parties each year. Any such contract price negotiations shall be completed with the City Manager thirty (30) days prior to the end of the then-current contract year to allow for inclusion of the contract sum in the CITY'S proposed budget, contingent upon an annual appropriation by the City Council.

ARTICLE XII

RIGHT OF CANCELLATION AND TERMINATION

Any party hereto shall have the right to cancel this contract at any time during its existence upon giving ninety (90) days advance notice of its intention to cancel. Upon the termination of the ninety (90) day period, this contract shall then be canceled, terminated, become null and void and of no further force and effect.

ARTICLE XIII

AUTHORITY TO EXECUTE

The SHERIFF, by his execution hereof, does hereby represent to the CITY that he has full power and authority to make and execute this service agreement pursuant to the powers vested in him under Article VIII of the Constitution of the State of Florida and Section 125.0101, Florida Statutes, to the effect that his making and execution hereof shall create a legal obligation upon himself as a political subdivision of the State and as SHERIFF of Okaloosa County, Florida, which shall be legally binding upon him; and that the same shall be enforceable by the CITY according and to the extent of the provisions hereof. Nothing contained herein, nor any obligation on the part of the SHERIFF to be performed hereunder, shall in any way be contrary to, or in contravention of, any policy of insurance or surety bond required of the SHERIFF pursuant to the laws of the State of Florida.

The Mayor and/or City Manager, by their respective executions hereof, do each represent to the SHERIFF that they, collectively, have full power and authority to make and execute this service agreement on behalf of the City of Destin, Florida, and nothing herein contained is in any way contrary to or in contravention of the Charter of the City of Destin or the laws of the State of Florida.

ARTICLE XIV

NOTICES

All notices required hereunder shall be made by Certified Mail, Return-Receipt Requested, and any notice required hereunder shall be addressed to the party intended to receive same at the following address:

SHERIFF: Larry R. Ashley, Sheriff
Okaloosa County Sheriff's Office
50 2nd Street

CITY: Lance Johnson, City Manager
City of Destin
4200 Indian Bayou Trail

ARTICLE XV
NON-ASSIGNABILITY

The SHERIFF shall not assign any of the obligations or benefits imposed hereby or contained herein, unless upon the consent of the City Council of the CITY, which consent must be evidenced by a duly passed action of the City Council and produced to the SHERIFF in writing.

ARTICLE XVI
SOVEREIGN IMMUNITY

The parties further agree that nothing in this Agreement constitutes a waiver of the City of Destin's rights and immunities under the common law, Florida Constitution or Florida Statutes 768.28, as amended from time to time.

ARTICLE XVII
INDEMNIFICATION

The SHERIFF shall be legally responsible for actions of Sheriff's law enforcement personnel performing services under this agreement. Lawsuits and claims that may be filed from time to time shall be handled by the SHERIFF in accordance with normal procedures and the SHERIFF shall hold the CITY harmless from any and all manner of actions, causes of actions, suits, judgments, executions, claims and demands of any kind whatsoever, in law or in equity, which may result from or arise out of the Sheriff's use of CITY property or the intentional or negligent acts of the SHERIFF, Sheriff's Deputies and Sheriff's employees; and, the SHERIFF shall indemnify the CITY from any and all damages, judgments, claims, costs, expenses, including reasonable attorney's fees, which the CITY might suffer in connection with or as a result of the intentional or negligent acts and the alleged intentional or alleged negligent acts of the SHERIFF, Sheriff's Deputies and Sheriff's employees.

The CITY agrees to hold the SHERIFF harmless from any and all manner of actions, causes of actions, judgments, executions, claims and demands of any kind whatsoever, in law or in equity, which may result from or arise out of the constitutionality of ordinances enacted by the CITY and enforced by the SHERIFF or from acts or omissions attributable to the CITY that occurred prior to the execution of this agreement, and the CITY agrees to indemnify the SHERIFF for any and all damages, judgments, claims, costs, expenses, including reasonable attorney's fees, which the SHERIFF might suffer in connection or as a result of the constitutionality of ordinances enacted by the CITY and enforced by the SHERIFF or from acts or omissions attributable to the CITY that occurred prior to the execution of this agreement. The SHERIFF does not assume any existing or contingent liabilities regarding liability of the CITY unless specifically listed in this agreement. The

CITY does not assume any existing or contingent liabilities regarding liability of the SHERIFF unless specifically listed in this agreement.

ARTICLE XVIII
ENTIRE AGREEMENT

The parties acknowledge one to the other, that the terms hereof constitute the entire understanding and agreement of the parties with respect hereto. No modification hereof shall be effective unless in writing, executed with the same formalities as this agreement is executed.

IN WITNESS WHEREOF, the parties hereto have caused their respective agents to execute this instrument on their behalf, at the times set forth below.

CITY OF DESTIN, FLORIDA

By: Gary Jarvis, Mayor

Date: 10/7/19

By: Lance Johnson, City Manager

ATTEST:

Rey Bailey, and City Clerk

Approved as to legal form:

Kyle Bauman, City Attorney

SHERIFF OF OKALOOSA COUNTY, FLORIDA

Larry Ashley, Sheriff

Date: 9/17/19

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: September 21, 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: Lorraine Berish, Senior Administrative Coordinator**DATE:** September 10, 2020**SUBJECT:** Authorization for payment to TerraXplorations, Inc.

I. BACKGROUND: The seawall at Clement Taylor Park sustained storm surge damage during Hurricane Michael. The City of Destin applied for Public Assistance funding through Federal Emergency Management Agency(FEMA) to assist with repair costs to bring the seawall back to its pre-storm condition and mitigate any potential future damage.

Subsequent to receiving FEMA's approval to publish RFB 19-17-REC to replace the seawall, the City was informed by FEMA Environmental/Heritage Protection (EHP) that the project was located near a sensitive tribal site and an archeological survey of the area would be required as part of their review process. Due to EHP not having the personnel available at that time to conduct the survey, FEMA requested for the City to hire a qualified archeologist. The City hired TerraXplorations, Inc. to complete the survey which was then sent to FEMA for submission to the State of Florida Historical Preservation Office (SHPO), as well as several Tribal Historical Offices.

Reviews were completed and FEMA/EHP notified the city that we would need to have an archeologist onsite for the entire construction of the seawall replacement project.

II. DISCUSSION: The city obtained another quote from TerraXplorations, Inc. for these additional services and they have completed the work as required.

A. Link to Strategic Goals / Objectives: Strategic Plan 2020:
 Strategic Focus 2025 - Financially sound city providing service value
 Major Projects 20-23 - Renovate Clement Taylor Park

B. Effect on Budget (EOB): The total cost is \$21,823.70

The City anticipates reimbursement of 75% of the total eligible costs and the

state will fund at 12.5% of eligible costs.

There is no insurance coverage for the seawall as it is excluded under the City's insurance policy - Public Entity-Property and Inland Marine Coverage, Section II Exclusions.

30557331-563000-FM637 FEMA	\$ 233,244
87.5%	
30558500-563000-FM637	33,321
GenFund 12.5%	
FY20 Grant Award	266,565
30557331-563000-FM637 FEMA	214,149
30558500-563000-FM637	30,593
GenFund	
Previous Expenses/Encumbrances	244,741
Available Program Budget	21,824
30557331-563000-FM637 FEMA	19,096
30558500-563000-FM637	2,728
GenFund	
This Agreement	21,824
FY 20 Remaining Program Budget	\$ -
30557331 FEMA 87.5% / 30558500 GF 12.5%	
563000 Infrastructure	
FM637 Clement Taylor Park	
Seawall	

C. Level of Service (LOS): The Clement Taylor Park seawall project provided an environmental benefit to Destin.

III. CONCLUSION: TerraXplorations, Inc. has completed all services required and the final survey report has been sent to FEMA/EHP and SHPO. Staff is recommending payment be made for services rendered.

IV. RECOMMENDED MOTION: I move to authorize payment of \$21,823.70 to TerraXplorations for services rendered.

Attachments:

1. Inv_2420_from_TerraXplorations_Inc._19288
2. TerraXplorations, Inc quote
3. TerraXplorations, Inc. Monitoring Report -
CTP Seawall Project Sept. 2020



Invoice

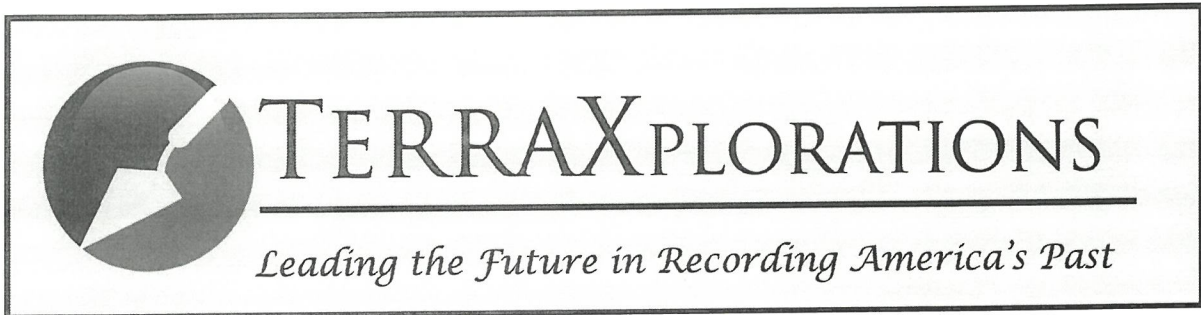
Date	Invoice #
9/2/2020	2420

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

P.O. No.	Terms	Project
		20214 JGFL 8OK00007 Mo...

Item	Quantity	Description	Rate	Amount
203	248	Field Director	49.88	12,370.24
409	40	Principal Investigator	61.00	2,440.00
401	40	Writer	41.51	1,660.40
405	8	Drafting	39.20	313.60
407	2	Editing	41.51	83.02
Curation	1		325.00	325.00
Lodging	31		89.24	2,766.44
Vehicle and Mileage	2,000		0.545	1,090.00
Per Diem	31		25.00	775.00
			Total	\$21,823.70

Contact Kristi Jackson for billing questions.	Phone #	E-mail	Web Site
	205-242-2250	kjackson@terraxplorations.com	www.terraxplorations.com



June 17, 2020

Lorraine Berish
City of Destin
4200 Indian Bayou Trail
Destin, Florida 32541

City Mgr Approval
X [Signature]



Ms. Berish,

Per your request for a proposal regarding archaeological monitoring for the Clement Taylor Park sea wall in Destin, Florida, TerraXplorations, Inc. (TerraX) provides the following information:

TerraXplorations, Inc. (TerraX) specializes in cultural resource management and archaeological and architectural research. Our staff has successfully performed thousands of individual cultural resource contracts, ranging from small reconnaissance surveys up to full-scale archaeological and architectural mitigations across the southeastern United States. TerraX provides cultural resources services to federal and state agencies and private entities.

The cultural resources scope of work for archaeological monitoring of Site 8OK00007 for the Clement Taylor Park sea wall in Okaloosa County, Florida includes two steps: archaeological fieldwork and report production. All work will be conducted in compliance with Section 106 of the National Historic Preservation Act of 1966, with regulations implementing this legislation (36 CFR Part 800: Protection of Historic Properties), specific National Register Bulletin guidelines, the Secretary of Interior's Guidelines for Evaluating and Documentation, and with standards set by the Division of Historical Resources (DHR).

FIELD METHODS

To address the possibility that unidentified but potentially important historic cultural resources may be encountered during project construction, a program of monitoring by a qualified professional archaeologist is required for construction components that could potentially impact native soil. Monitoring is defined as active observation of earth-moving or other work that could adversely affect cultural resources within the Project Area and includes, as warranted by circumstances: observation, data recording, data recovery, archaeological excavation, photography, laboratory analysis and cataloging, ancillary special studies, and production of a written report that meets current professional archaeological standards. Such monitoring activities are conducted by qualified archaeologists.

Construction that requires monitoring includes demolition activities that could disturb soil, any earthmoving—e.g, land clearing, grading or excavation. Monitoring will continue until it is determined that excavation has reached the maximum depth at which important remains could be expected to occur.

If cultural materials are encountered during construction, work will be halted in the area until the Project archaeologist evaluates the find. If the Project archaeologist determines the discovery is significant, appropriate mitigation measures will be formulated and implemented.

Mapping. A detailed contour map of the site and the immediate environment will be created. Any excavations and feature locations will be mapped in relation on this map.

Monitoring Procedures. Archaeological monitoring will involve the close inspection of excavations and other activities within the Project Area. The Site Supervisor, Foreman, or similar onsite authority, must be informed of the Monitor's presence and authority to halt and/or relocate construction work. The Supervisor shall inform all construction personnel of the monitor's role. The monitor will follow excavations and construction as closely as conditions require, making all reasonable efforts for safety and noninterference with construction.

The monitor will maintain a daily log documenting what construction activities were monitored, descriptions and provenience of any archaeological discoveries or artifacts collected, and other pertinent information. Monitoring will continue until excavation has reached the maximum depth at which important deposits can be expected. Should potentially significant remains be found, the monitor would be empowered to redirect construction activities until the discovery is evaluated. If archaeological deposits or features are encountered the following procedures will be followed:

- All work will stop within 25 feet of the discovery, the find will be clearly flagged and secured, and the monitor will immediately notify his supervisor and the construction contractor's field supervisor of the discovery.
- Following notification, the monitor will make a preliminary assessment of the find to determine whether the find is an isolated artifact or recent deposit. If the find is determined to be isolated or recent, construction will be allowed to resume.
- If the monitor determines the discovery is potentially significant, the monitor will notify their supervisor, who will evaluate the discovery and formulate appropriate mitigation measures if necessary.

DISCOVERY OF ARCHAEOLOGICAL DEPOSITS

If archaeological deposits are encountered they will be evaluated and mitigated simultaneously in the timeliest manner practicable, allowing for recovery of materials and data by standard archaeological procedures. This data recovery will involve the hand-excavated recovery and analysis of a small sample of the deposit. Architectural features may require careful mechanical exposure and hand excavation.

All cultural features encountered will be drawn and photographed in plan view prior to excavation and their precise location recorded and incorporated into the site map. With the exception of human remains, each feature will then be cross-sectioned along the axis deemed most advantageous for revealing the best possible profile. A feature profile will then be photographed and drawn, after which, the remaining fill soil will be excavated. With the exception of posts and human interments, a minimum of two liters of soil will be taken from each feature for flotation and curation. In case of larger features, a greater volume of soil may be sampled. All post feature soil and all remained soil from sampled features will be screened through ¼-inch and 1/16-inch hardware cloth.

In addition to photographs taken while documenting features and test units, general photographs will be taken throughout the course of the project. All documentary photographs will consist of digital stills.

UNMARKED HUMAN BURIALS

According to FS 872.05, when an unmarked human burial is discovered and the unmarked human burial represents the burial of an individual who has been dead less than 75 years, the archaeologist shall notify the district medical examiner, and all activity that may disturb the unmarked human burial shall cease until the district medical examiner authorizes work to resume. If such unmarked human burial represents the burial of an individual who has been dead 75 years or more, archaeological activities may not resume until the State and federal Archaeologists have been notified of the unmarked human burial. Within 15 days after the discovery of an unmarked human burial, the archaeologist conducting the excavation shall report his or her opinion regarding the cultural and biological characteristics of the unmarked human burial and where human skeletal remains and associated burial artifacts should be held prior to a final disposition. The division may assume jurisdiction over and responsibility for the unmarked human burial pursuant to subsection (6).

LABORATORY PROCEDURES AND COLLECTION CURATION

TerraX's laboratory in Mobile, Alabama will receive all cultural material recovered during the testing performed by our staff. Upon initial receipt of materials and field forms, bag lists are entered into a computer database for use with a labeling program. The materials are cleaned and if necessary, stabilized before classification and quantification by laboratory analysis according to laboratory procedures established for the particular geographic and cultural area from which they are recovered. TerraX cultural material classifications incorporate mutually exclusive categories based primarily on morphological and metric attributes. Previously defined artifact types are often used to facilitate chronological assessments and intrasite comparisons. Type frequencies are summarized in the artifact inventories included in individual site descriptions as well as a comprehensive listing in an appendix in the final report.

Materials are bagged by lot number in appropriately sized, 4 mil, zip-lock bags. Labels composed of provenience information, accession number, and lot numbers are produced on acid free, archival quality paper and placed within a separate bag inside each bag. In addition, the same information is printed on adhesive labels and placed on the exterior of each bag. All curated materials are placed in archival-quality boxes with interior and exterior labels produced on acid free paper. In addition inventory sheets itemizing the contents are produced on acid free paper and placed within each box. All cultural materials, project records and other pertinent documents generated by the investigation will be deposited at Troy University Archaeological Research Center in Troy, Alabama for final curation.

REPORTING OF MONITORING RESULTS

Archaeologists are responsible to make data available both within the discipline and to the public. Regardless of whether or not significant archaeological resources are discovered during monitoring at the Project Area, a descriptive monitoring report will be completed for submission to DHR. The monitoring report will contain at a minimum: field notes or formal written descriptions (and maps) of the Project Area, cultural resources, monitoring procedures and results, impacts to the resources, data recovery methods, a catalog or reference to availability of a catalog of recovered data, and the curated location of recovered materials and records.

If significant archaeological materials are recovered a comprehensive technical report will be required to describe and interpret findings and data, prepared in accordance with professional standards and guidelines

for archaeological documentation. Reporting would include complete cataloging and analysis of artifacts and specimens retrieved during data recovery and preparation of a technical report that documents and interprets important scientific information.

TIME AND COST

Depending on any findings and construction schedule, the fieldwork monitoring phase duration is unknown. However, TerraX will be available until all removal and ground disturbing activities has been completed in advance of construction. The TerraX monitoring day rate is **\$550**. Analysis and report completion is also dependent on any field results but should be completed within three (3) weeks following the fieldwork phase.

If no features are encountered during this project the report cost will be **\$4,500.00**. TerraX will provide all necessary personnel and equipment to conduct this project and can begin within 5-10 days upon a written notice-to-proceed. Please feel free to contact me at 205-242-8898 should you have any questions or need for additional information.

We look forward to working with you on this project and if you need anything further just let us know.

Sincerely,

Jon Glass
Vice-President
TerraX

ARCHAEOLOGICAL MONITORING FOR THE NEW CLEMENT TAYLOR PARK SEAWALL INSTALLATION, OKALOOSA COUNTY, FLORIDA

PREPARED BY
TERRAXPLORATIONS, INC.

PREPARED FOR
CITY OF DESTIN



ARCHAEOLOGICAL MONITORING FOR THE NEW CLEMENT TAYLOR PARK SEAWALL INSTALLATION, OKALOOSA COUNTY, FLORIDA

BY
AMY CARRUTH

PREPARED FOR:

CITY OF DESTIN
4200 INDIAN BAYOU TRAIL
DESTIN, FLORIDA 32541

PREPARED BY:

TERRAXPLORATIONS, INC.
1001 HAMPTON GATE
MOBILE, ALABAMA 36609

PRINCIPAL INVESTIGATOR

A handwritten signature in black ink, appearing to read 'EW', is positioned above the name Emily Warner.

EMILY WARNER

TERRAX REPORT NO. 2020.214
FEMA NO. PA-04-FL-4399-PW-00637
USACE JACKSONVILLE DISTRICT NO. SAJ-2007-04305 (NWP-MDZ)
DHR PROJECT FILE NO. 2020-0847-B

SEPTEMBER 1, 2020

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ABSTRACT

TerraXplorations, Inc. (TerraX) of Mobile, Alabama was contracted by the City of Destin, Florida to conduct archaeological monitoring for the installation and replacement of the Clement Taylor Park Seawall in Destin, Okaloosa County, Florida. The project area totals approximately 0.14 acres and is located north of U.S. Highway 98 on the south shore of Choctawhatchee Bay, just east of East Pass on Moreno Point. The existing seawall was damaged by Hurricane Michael and the replacement seawall is being funded by the Federal Emergency Management Agency (FEMA), who is the lead federal agency (FEMA No. PA-04-FL-4399-PW-00637), along with the United States Army Corps of Engineers (USACE), Jacksonville District (USACE No. SAJ-2007-04305 [NWP-MDZ]). The initial Phase I investigation was performed on November 25, 2019 by TerraX archaeologists. Previously recorded archaeological site 8OK00007, a described shell midden that is mapped as being partially within the project area, was revisited. While two prehistoric ceramics were found, no trace of a shell midden or any scattered shell or bone was noted. It was surmised that the core of this almost 1.5-km-long site is well northeast of the project area, which is just within the site's southwestern edge. While the NRHP eligibility of this site remains unknown, the portion of the site within the project area was considered to lack research potential. The Florida Division of Historical Resources (DHR) reviewed the report in a letter dated March 4, 2020, in which they concurred that the project was completed in compliance with requirements for a FEMA Public Assistance (PA) Program application and would have no adverse effect on Site 8OK00007 (DHR Project File No. 2020-0847-B). However, since human remains were reported in connection with this site, DHR requested monitoring of the installation of the new seawall (see Appendix A).

Monitoring activities took place from June 24 to July 27, 2020 by Emily Warner (Principal Investigator) and Joshua Shiers. Two prehistoric ceramics were found on the surface during monitoring, one outside previously mapped site boundaries. FEMA archaeologist John W. Lawrence was notified of the finds and visited the site for consultation. Shovel testing around the surface finds encountered one additional sherd in a disturbed context outside the previously mapped boundary. No intact deposits, no shell midden or shell concentration, and no human remains were encountered. TerraX proposes extending the boundary of Site 8OK00007 approximately 10-m to the southwest in order to encompass the two sherds found outside the previous boundary.

ARCHAEOLOGICAL MONITORING FOR THE NEW CLEMENT TAYLOR PARK SEAWALL INSTALLATION, OKALOOSA COUNTY, FLORIDA

INTRODUCTION

TerraXplorations, Inc. (TerraX) of Mobile, Alabama was contracted by the City of Destin, Florida to conduct archaeological monitoring for the replacement of the Clement Taylor Park seawall in Destin, Okaloosa County, Florida. This was performed from June 24 to July 27, 2020. Emily Warner served as Principal Investigator, and was assisted by Joshua Shiers. This was conducted in accordance with Chapter 267 Florida Statutes and conformed to Chapter 1A-46, Florida Administrative Code and the Cultural Resource Management Standards and Operation Manual (FDHR 2002). The lead agency is the Federal Emergency Management Agency (FEMA) (No. PA-04-FL-4399-PW-00637), along with the United States Army Corps of Engineers (USACE), Jacksonville District (USACE No. SAJ-2007-04305 [NWP-MDZ]). Previously recorded archaeological site 8OK00007, a described shell midden that is mapped as being partially within the project area, was revisited on November 25, 2019 by TerraX archaeologists during a Phase I survey (Carruth 2019). The portion of the site within the project area was considered to lack research potential. The Florida Division of Historical Resources (DHR) reviewed the report in a letter dated March 4, 2020, in which they concurred that the project was completed in compliance with requirements for a FEMA Public Assistance (PA) Program application and would have no adverse effect on Site 8OK00007 (DHR Project File No. 2020-0847-B). They did, however, request monitoring for the project due to the possible presence of human remains at Site 8OK00007 as reported in the original site recordation.

The project area consists of approximately 0.14 acres (0.05 hectares) north of U.S. Highway 98, on the south shore of Choctawhatchee Bay, just east of East Pass on Moreno Point. This is located in fractional Township 2 South, Range 22 West as seen on the 1994 Fort Walton Beach, Florida USGS 7.5' topographic quadrangle (Figure 1) and an aerial image (Figure 2). Plans call for the damaged seawall to be replaced with 12 ft high vinyl sheet panels/corrugated aluminum to a depth of 5 to 6 ft, with an additional 15 linear ft added to the southwestern end in an effort to keep water from flowing behind the seawall. This will include 77 deadman anchors, 2 ft wide x 5 ft high, with aluminum tie rods (stringers).

PROJECT AREA ENVIRONMENT

The Florida Panhandle is within the Western Highlands physiographic region of the Coastal Plain province. This region contains gently sloping highland plateaus separated by large stream valleys with steep cut creeks. Okaloosa County has a warm, humid-temperate climate. Summers are long, warm and humid and winters are short and mild, moderated near the coast by effects of the Gulf of Mexico. Summer temperatures average about 80 degrees Fahrenheit (F) and winter temperatures average about 64 degrees F. Annual rainfall averages about 62 inches with about 44 percent of the total annual rainfall occurring from June to September. Most summer rainfall usually comes from afternoon to evening local thundershowers, but over nine inches of rainfall within a 24-hour period may occur; such heavy rainfall events are typically associated with tropical storms (Overing et al. 1995).

The project area is within Kureb sand, 0 to 8 percent slopes (Web Soil Survey 2019). This excessively drained soil is found on nearly undulating ridges and short side slopes on upland sandhills and dunelike ridges. This sandy soil is not well suited for most uses (Overing et al. 1995). The project area is sparsely vegetated with beach grasses.

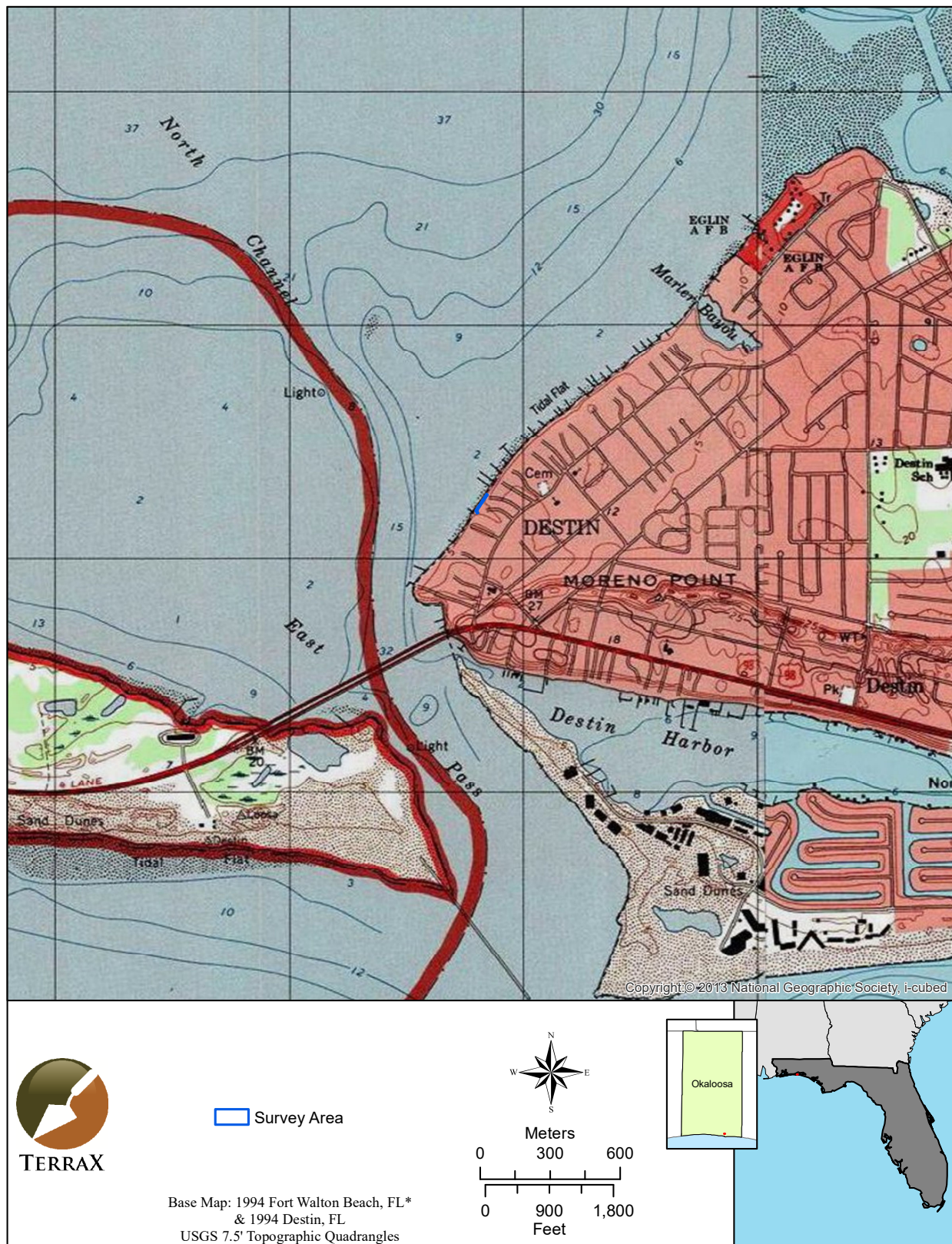


Figure 1. Topographic map showing the project area.

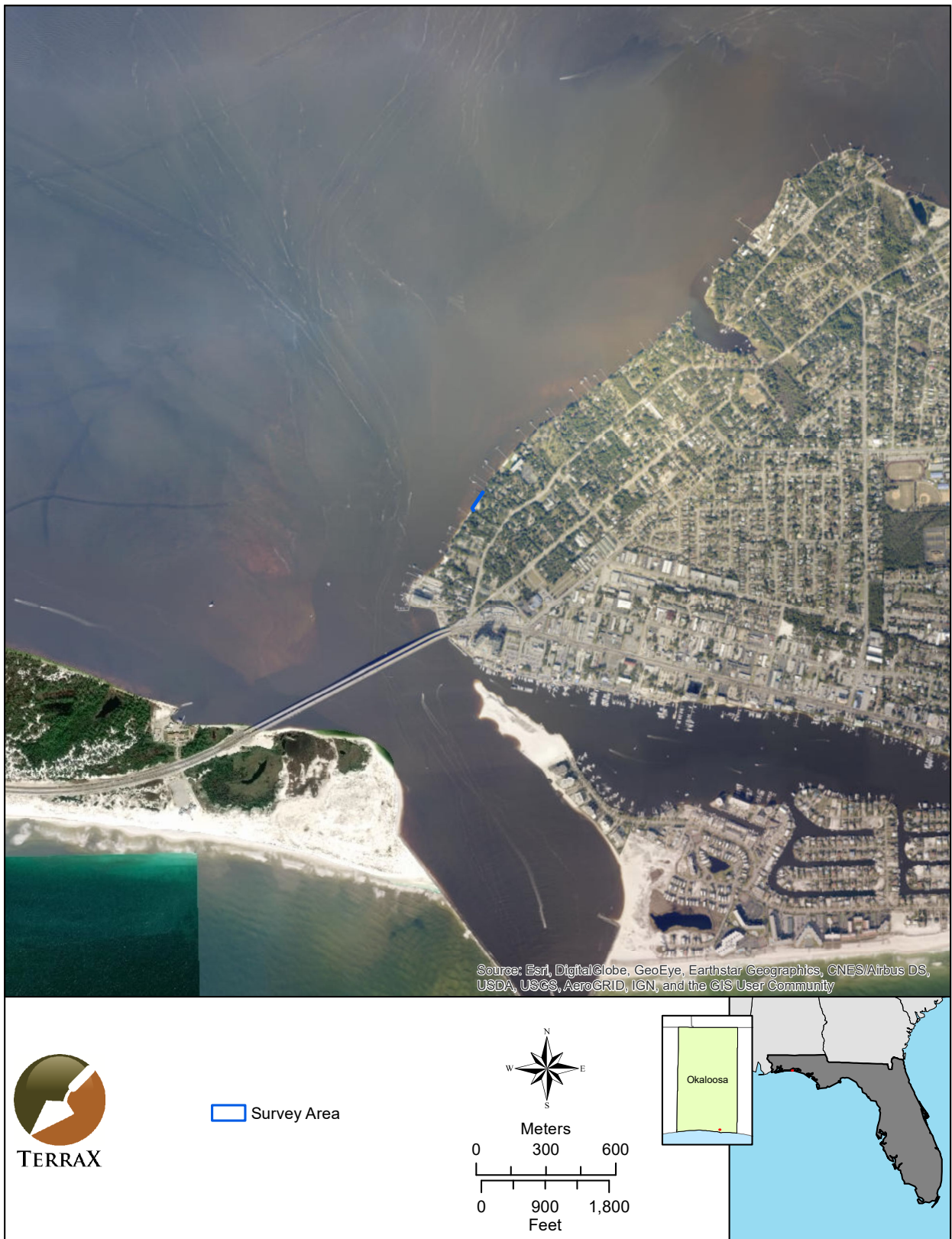


Figure 2. Aerial image showing the project area.

CULTURAL OVERVIEW

PREHISTORIC

Florida's earliest known cultural era is the PaleoIndian, dating to over 9,900 years ago. Lanceolate lithic artifacts with concave bases diagnostic of PaleoIndian cultures have been found primarily in tertiary karst areas of Florida, near springs, sinks, and lithic outcroppings. Some examples exhibit overshot flaking, basal grinding, and waisted sides. Microliths, unifacial scrapers, bifacial knives, spokeshaves, and bola stones are sometimes found in PaleoIndian contexts. The perspective of PaleoIndian lifeways as nomadic hunting and gathering has been amended by archaeological evidence from Florida sites including Harney Flats (Daniel and Wisenbaker 1987), Little Salt Spring (Clausen et al. 1979) and St. George Point (Thulman 2009). Evidence from these sites indicate that rather than strict reliance on extinct megafauna for food, Florida's earliest known people also subsisted on a wide variety of flora and fauna typical of subsequent precontact cultural eras.

The relatively wet Early Archaic cultural era 10,000 to 8,000 years ago is represented archaeologically by carryovers from their PaleoIndian predecessors and artifacts diagnostic of the Early Archaic such as smaller stemmed projectile points/knives (PPKs) than those utilized by the preceding PaleoIndians. These PPKs, some with side- or corner-notching, in addition to an increase in the proportion of grinding stones found in Early Archaic sites, imply a greater reliance on smaller animals and more botanicals than by their predecessors. Windover Pond is an Early to Middle Archaic site whose wet conditions provided excellent preservation of such fragile materials as basketry, woven mats, cordage, fabrics, and wooden artifacts. Materials recovered from Windover Pond demonstrate that material technologies indicative of cultural organization were well-advanced by the end of the Early Archaic (Doran and Dickel 1988).

The presence of stemmed PPKs defines the transition to the somewhat drier Middle Archaic 8,000 to 5,000 years ago. Diagnostic PPKs of the Middle Archaic include Newnan, Hillsborough, Alachua, Levy, and Marion types. The relatively larger proportions of large lithic hoes/adzes are considered evidence of increasing horticulture and woodworking. Increased use of heat-treated chert for lithic tool-making is indicative of greater use of local resources.

Dating from 5,000 to 3,000 years ago, Late Archaic sites in Florida typically include stemmed PPKs as well as lithic tools such as grinders, abraders, bannerstones, microliths, and other functional carryovers from earlier times. Diagnostic artifacts of Florida's Late Archaic cultures include basally notched PPKs, Elliotts Point cultural materials associated with the Lower Mississippi River Valley's Poverty Point culture, burnishing stones, and fiber-tempered pottery. Technical variations and decorative styles of ceramic materials are the primary archaeological basis for cultural differentiation within larger regions. Florida's earliest fiber-tempered pottery is believed to be in southwest Florida, then in portions of the St. Johns River Basin. Regional variations of these early ceramics include Norwood in northwest Florida and Satilla in south Georgia. Florida's Late Archaic and Woodland cultures may be differentiated into three broad cultural areas based on ceramic technologies and decorative styles that originated from Deptford, St. Johns, or Glades traditions (Brinkley 2006).

Deptford cultural assemblages dominate Early Woodland sites in Northwest Florida, the cultural region that spans the Panhandle east to the Aucilla River. The region is divided into eastern and western subregions, demarked by the Apalachicola River and subdivided into Coastal Lowlands and Interior Uplands. Deptford ceramics often display fabric impressed, stamped, or cordmarked treatments. The material culture in Late Deptford sites in northwest Florida are of the Yent Complex, with assemblages reflecting Adena-Hopewellian influences. Deptford persisted in northwest Florida until about A.D. 100, when Swift Creek culture developed

out of Deptford Yent. Deptford and early Swift Creek sites are found in similar locales, the respective peoples utilized similar stamping on their ceramic vessels, and continuing presence of Yent Complex artifacts are indications that Swift Creek is a transformation of Deptford. Sites in northwest Florida and in west central Georgia have yielded evidence that Swift Creek was well-established in the deep Southeast prior to the appearance of Santa Rosa cultural influences along the western Panhandle coast and inland riverine sites (Brinkley 2006).

From the Apalachicola River to the Escambia River, the Deptford-Swift Creek-Santa Rosa traditions persisted until Weeden Island influences appeared, beginning about A.D. 300. Diagnostic ceramic styles of the Weeden Island culture include an increase in punctate and incised treatments. Weeden Island I ceramics include decorative treatments typical of northwest Florida's Santa Rosa-Swift Creek, with the increase in Carrabelle types of ceramics that exhibit more Santa Rosa styles of manufacture and decoration defining differentiation between Weeden Island I and Weeden Island II.

Relative increases in the proportions of check marked as compared to stamped and incised ceramics define the Wakulla Weeden Island (Weeden Island II) phase beginning about A.D. 750, coincidental with the earliest Mississippian Fort Walton ceramic assemblages along the Apalachicola River; Pensacola shell-tempered ceramics are the Mississippian expression west of the Apalachicola River. Mississippian Fort Walton and Pensacola ceramics are diagnostics generally found in sites dating between A.D. 1000 and A.D. 1500. Recorded mound sites in the greater project vicinity near Choctawhatchee Bay include artifacts attributed to Spanish, Mississippian, and earlier manufacture.

HISTORIC

The earliest Europeans in Northwest Florida were the Spanish. It is possible that Don Diego Miruelo visited the area in 1516, followed by Alonzo Alvarez de Pineda in 1519. Survivors of the Narvaez entrada would have passed by or through the area. Francisco Maldonado spent time on Pensacola and Mobile bays between 1540 and 1543. Don Tristán de Luna led the earliest colonization attempt in the area in 1559, establishing a temporary settlement on Santa Rosa Island as an exploratory base. Within weeks after the arrival of De Luna's fleet of 13 ships carrying about 1500 people, a hurricane devastated the expedition on September 19, 1559. Spanish presence was established and maintained at Ochuse (Pensacola Bay) by about 50 soldiers until 1561 when they abandoned the area. In 1633, Old Spanish Trail was completed between Mexico City and St. Augustine, running for some 2,260 miles (Bakerblockmuseum.org 2018). There was subsequently little European presence in northwest Florida until Pensacola, named for the Pensacola Indians who inhabited the area, was founded in 1698 to provide defense from the French who had established a presence to the west. Florida was Spanish territory from the sixteenth century until it was ceded to Britain in 1763. Twenty years later, Florida was returned to Spain. The Second Spanish period ended with Florida's transfer to the United States in 1821.

OKALOOSA COUNTY

Okaloosa County did not exist until 1915. Prior to this, the project area was part of Escambia, Santa Rosa, and Walton counties. By 1824, Scottish immigrants were located on the Yellow River. Early settlers in the area created communities as they erected grist mills, grew corn, cotton, potatoes, peas, and rice, and raised free-roaming cattle and pigs (Overing et al. 1995). In the mid-1830s, Leonard Destin and other family members sailed from New London, Connecticut to Key West, Florida to extend the fishing season. When other family members returned to the north, Leonard stayed in Florida and wound up at Moreno Point where the McCullom family lived. He married their daughter, Martha, on May 25, 1851 and settled a fishing village on the shore (Klein 2019).

The BLM GLO plat map for T2S, R22W (surveyed in 1847 and approved in 1849) notes that “5958 20/100 Acres Reservation by order of the President of the United States, for military purposes; Commissioner’s letter of 14th February 1842 ‘so much of the point opposite to, and east of the east end of St. Rosas Island, as lies in Township 2 South of Range 22 West.’ In conformity to the above, The Deputy Surveyor was instructed to traverse but not to Section this Frac[tional] Township.” There is no indication the land was ever used by the military but it was set aside in case it was needed to guard East Pass and Choctawhatchee Bay. The government leased land to individuals before finally releasing it for ownership. In 1864, the Union Army at Pensacola drew maps of the area depicting landmarks and where families lived.

The families shown living on Moreno Point were the Lennin, McCullom, Lewis, Sanders, and Lewis families. According to Klein (2019), Lennin was the Leonard Destin family. His wife’s parents, the McCulloms, lived next door. Martha (McCullom) Destin’s two sisters, Nancy and Harriet, married the two Lewis boys. Sanders was believed to be William Anderson, a fisherman from Pensacola, who probably worked for Leonard Destin. Leonard died in 1884, followed by Martha in 1896, but their sons continued to fish the area. The fishing village had some permanent residents, but others only came in the spring and summer to exploit the natural resources before returning to their main homes and families elsewhere (Klein 2019). A postal application submitted in 1896 under the name East Pass was rejected by the postal service, who requested a one-word name. The name Destin was submitted and accepted. In 1926, the War Department declared the Moreno Point Military Reservation surplus property. The first tourist rental cabins appeared in 1932, owned by Mr. and Mrs. A.H. Green of Pensacola. U.S. Highway 98 was commissioned in 1934, followed by the completion of the bridge over East Pass in 1936 (nwfdailynews.com 2018).

The railroads kicked the timber industry into high gear. In 1881-83, W.D. Chipley helped bring the Pacific & Atlantic Railroad (P&A) to run between Holt and Argyle. This was a division of the Louisiana & Nashville Railroad (L&N), running between Pensacola and Jacksonville. This greatly boosted the naval stores industry and aided in getting products to market, such as cotton, blueberries, peanuts, tung oil, livestock, grapes, cork, and pecans (Bakerblockmuseum.org 2018; Okaloosa County 2018). The area became known as the “tung oil capital of America.” By 1887, the Yellow River Railroad ran from Crestview to Floral, Alabama. The Ewing Brothers Turpentine Company in Holt was the largest employer, primarily of black laborers to work the trees and turpentine stills (Bakerblockmuseum.org 2018; Bennett, Jr. 1992).

In 1915, Okaloosa (“black water” in Choctaw) County was created from portions of Santa Rosa and Walton counties. Milligan was the first county seat, but flooding on the Yellow River caused the seat to move to Crestview in 1917 (Overing et al. 1995). Around this time, the timber industry was dying out. When the Spanish arrived in the sixteenth century, long leaf yellow pine trees covered the land, rising over 100 ft tall and creating a canopy that pioneers described as having gothic beauty (Bennett, Jr. 1992). By 1800, lumbering of the pines had begun and in a little over 100 short years, the trees had been harvested to oblivion. By the 1920s, sawmills had ceased their operation and the few remaining trees supported small turpentine enterprises. This was the death knell for many small communities that depended on timber. Many turned to farming of vegetables, such as corn, peanuts, and velvet beans, and the raising of livestock, dairy cattle, hogs, poultry, and eggs.

During Prohibition in the 1920s, many illegal stills produced spirits that were purchased by Gulf Coast establishments. Cuban rum also entered the area at Destin. Coastal Destin remained a small fishing village until the construction of a bridge over East Pass in the 1930s. The beach community of Camp Walton became Fort Walton in 1932, and later Fort Walton Beach in 1953. Investors and developers such as Frank Perrine and James E. Plew promoted land sales in the area with the Valparaiso Development Company and the Port Dixie Harbor and Terminal Company. In the 1930s, the federal Works Progress Administration (WPA) built

U.S. Highway 98 from Pensacola to Panama City, paved state roads 85 and 189, established Blackwater State Forest, and built schools and airfields. Plew's development included an opulent inn, golf course, bank, and winery (Bennett, Jr. 1992). Pilots from Maxwell Field landed at Plew's golf course to enjoy the amenities and observed that the area would make a good gunnery and bombing range. Plew provided the government with 1,460 acres in 1934, and by 1937, Eglin Field was a reality. With the advent of World War II, Eglin annexed Choctawatchee National Forest to become the largest airfield in the world (Bennett, Jr. 1992).

The post-war 1950s-60s brought increased cars, roads, and development to the detriment of the natural beauty of the area. Fortunately, there are some large swaths in the county where there is little to no development. Eglin Air Force Base has 350,000 acres, mostly wooded, and Blackwater State Forest contains 125,000 acres (Bennett, Jr. 1992).

Clement Taylor Park was once the site of Destin's one-room school house until the 1950s. Following the demolition of the school building, the area has been used as a park (City of Destin 2020). While there is evidence of an older wooden seawall in addition to the seawall that was damaged and being replaced, it is unknown as to when either was put in place.

PREVIOUS INVESTIGATIONS AT SITE 8OK00007

Site 8OK00007 was identified by Gordon R. Willey in 1940 as a scattered and thin shell midden with no great depth. He stated he did not recommend excavation. Various site forms have been filled out and updated through the years concerning this site, all with limited information and most without dates or researcher names. Some note "exact location unknown; plotted per vague verbal description" and "this site cannot now be located." It was reported by Ed Krakule in 1960 or earlier (forms are vague) as a mound and village on school board property, but that "no such mound exists today." Collectors have hundreds of sherds (Weeden Island and Fort Walton types), including tetrapod bases. A dozen projectile points have been found. An oyster shell midden was reported that extended about 100 yards with many sherds along the shore. No mention is made of human remains or any bones in the site forms, although the Cultural Resource Roster from FMSF states "Human Remains May be Present." The site is currently mapped as extending almost 1.5 km along Choctawhatchee Bay and has not been evaluated for the NRHP.

TerraX archaeologists revisited Site 8OK00007 on November 25, 2019 during a Phase I survey. The seawall replacement Area of Potential Effects (APE) measured 317.3 ft (96.7 m) by 20 ft (6.1 m). Ten shovel and auger tests were excavated, two of which were positive and eight of which were negative for cultural material (Figure 3). Evidence of Site 8OK00007 was found deeply buried between 115-140 cmbs. Two shovel tests contained one sherd each, consisting of a sand/grit-tempered plain sherd and a sand-tempered unspecified sherd. No evidence of a shell midden or any scattered shell or bone was noted. The project area exhibited both erosion and fill events. It was postulated that the heart of the site was further northeast along the shore. TerraX recommended that the project be allowed to proceed as the portion of the site within the project area lacked research potential (Carruth 2019).

The Florida Division of Historical Resources (DHR) reviewed the report in a letter dated March 4, 2020, in which they concurred that the project was completed in compliance with requirements for a FEMA Public Assistance (PA) Program application and would have no adverse effect on Site 8OK00007 (DHR Project File No. 2020-0847-B). However, since human remains were reported in connection with this site, DHR requested monitoring of the installation of the new seawall (see Appendix A).



Figure 3. Aerial showing December 2019 Phase I APE/survey area and shovel test placement and results.

FIELD METHODS

Archaeological monitoring involved visual inspections of all ground disturbing activities. The monitors watched for any potential evidence of archaeological deposits such as discrete soil discolorations possibly indicative of archaeological features, artifact concentrations, or shell midden. All soil disturbing activities at the site were performed with at least one of the archaeological monitors present. The construction crew were of the understanding that any artifacts or objects unearthed needed to be immediately brought to the attention of the archaeologists. Each morning, prior to the beginning of construction activities, TerraX archaeologists checked the proposed route next to the seawall in the water for any artifacts, sometimes with the use of goggles. As the heavy equipment was moved on the land, the monitors checked for any artifacts that may possibly be exposed by any soil disturbance created by the equipment. Any movement of soil or sand made by the construction crew was checked by the archaeologists. While the APE of the monitoring project closely mirrored the December 2019 Phase I APE, the area of staging activities necessitated by the heavy equipment was greater than the direct excavation impacts.

Soil disturbing activities involved the removal of the old seawall that was damaged in Hurricane Michael and installation of corrugated aluminum sheet panel seawall, fiber reinforced plastic seawall cap, deadman anchors with tie rods, unclassified sand behind seawall, and reinforced concrete between pavilion and seawall. The seawall was extended along the northeast side of the boat ramp an additional 15 feet to prevent erosion and damages from a similar event in the future. The existing seawall, measuring 282 feet with a 25-foot return wall, was replaced in the same footprint. Remnants of an earlier wooden seawall were also observed in places. The new seawall extension measuring 15 feet was connected to the return wall. Clean backfill was placed immediately landward of the seawall. See Figures 4-13 for photographs of the construction activities and ground disturbance.



Figure 4. View of old seawall with floating barrier, facing southwest.



Figure 5. View of heavy equipment used by Live Flyers, Inc. during seawall construction.



Figure 6. Removal of old seawall, facing northeast.



Figure 7. View of dirt pulled back from seawall during seawall construction, facing northeast.



Figure 8. View of seawall installation, facing northeast.



Figure 9. View of seawall installation, facing northeast.



Figure 10. Prepping surface for anchor installation, facing northwest.



Figure 11. View of anchor installation, facing northeast.



Figure 12. View of anchor installation, facing south.



Figure 13. View of new white sand being spread, facing north.

LABORATORY METHODS AND COLLECTION CURATION

All cultural materials recovered during field projects are delivered to TerraX's laboratory in Mobile, Alabama for processing. Here, materials are sorted by provenience, cleaned, and analyzed. Along with any cultural material, all project records, photographs, and maps produced while conducting the investigation are transported for curation at Troy University Archaeological Research Center in Troy, Alabama (Appendix B).

MONITORING RESULTS

On June 24, 2000, TerraX archaeologists met with City of Destin and Live Flyers, Inc. (seawall construction company) personnel for an on-site meeting. Floating barriers were installed about 15 m out in the bay, broken remnants of existing seawall were removed, and a template was put into place to guide the sheets of seawall. This template was moved as the work progressed.

A heavy downpour occurred on the afternoon of July 7, 2020, which halted work for the day. The following morning, while examining the area, a piece of prehistoric pottery (an eroded sand-tempered unspecified check-stamped sherd) was found sitting atop one of the piles of mixed sand next to the seawall (see Appendix C for an artifact inventory). These soils had been excavated and then refilled and graded to relieve soil pressure on the landward side of the seawall by Live Flyers, Inc. Work in this area was halted and FEMA archaeologist John Lawrence was notified.

Mr. Lawrence arrived on site on July 9, 2020 to determine the depositional integrity of the area in which the sherd had been found and formulate a course of action. The area impacted by relieving soil pressure on the seawall was approximately 11 m wide by 25 m long bordering the landward side of the seawall at the

southern end of the park. About 60 cm of surficial sand had been cut from this area and used to infill voids along the inside of the seawall. While most of this area fell within the archaeological APE, a portion was outside the previously tested APE. The location of the sherd was documented using a handheld GPS. It was decided to shovel test the portion of the contractor's disturbance that had not been previously tested.

Transect 1 was placed 10 m east of the seawall, parallel to the back edge of the construction cut, as this was believed to have the best chance of possessing intact soils (Figure 14). Eight shovel tests, measuring about 60 cm in diameter and 1-m deep, were placed at 2-m intervals. Several tests encountered the water table between 90 and 110 cm below surface (Figure 15). While there was some variance in stratigraphy, all exhibited multiple layers of sand and fill. A pale brown culturally sterile sand was encountered at the base of some of the shovel tests, which may be natural. A few fragments of modern plastic, corroded metal, and container glass were recovered from shovel testing. Shovel Test 2 in Transect 1 contained an oyster shell and a shell-tempered unspecified incised sherd (Figure 16a), along with a piece of plastic electrical tape. Mottled sand surrounded the material, which was found at about 15 cm below the top of the shovel test. Since about 60 cm of soil had already been removed by the construction firm, the sherd was actually about 75 cm below the ground surface. Transect 1, Shovel Test 2 stratigraphy consisted of 47 cm of pale brown (10YR 6/3) sand over dark brown (10YR 3/3) sand to about 70 cmbs before encountering dark brown hydric sand to 100 cmbs. Transect 2 was placed 4-m east of the surface find and west of Transect 1. Three shovel tests were excavated at 4-m intervals. Mixed sand and fill events were again noted, with the exception of even greater soil mottling and mixing. Only modern glass and plastic were noted. The location of the Surface Find 1 sherd and the sherd recovered from Transect 1, Shovel Test 2 fall just outside the recorded boundaries of Site 8OK00007 (Figure 17). It also appears that the two sherds recovered were not in situ. Based on this interpretation, the contractor was allowed to continue seawall construction, under the provisions and conditions of the existing archaeological monitoring plan.



Figure 14. View of Transects 1 and 2, facing northeast.



Figure 15. View of Transect 1, Shovel Test 1.

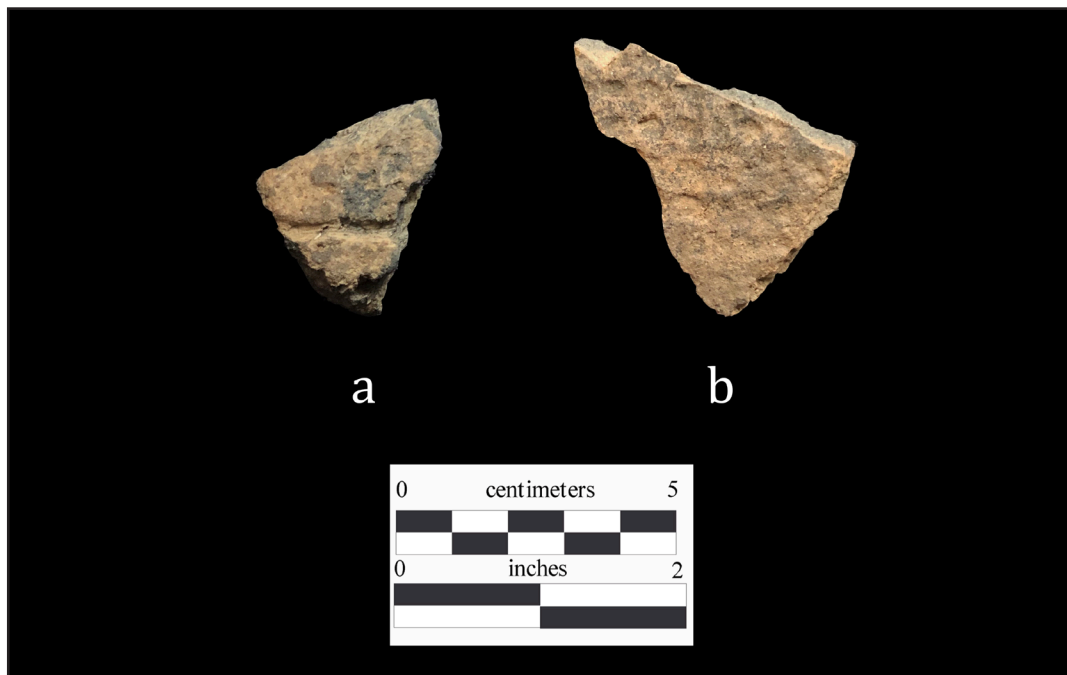


Figure 16. Pottery found at 8OK00007: a) shell-tempered unspecified incised found in Transect 1, ST 2; b) sand-tempered unspecified check-stamped (eroded) found on surface (Surface Find 1).

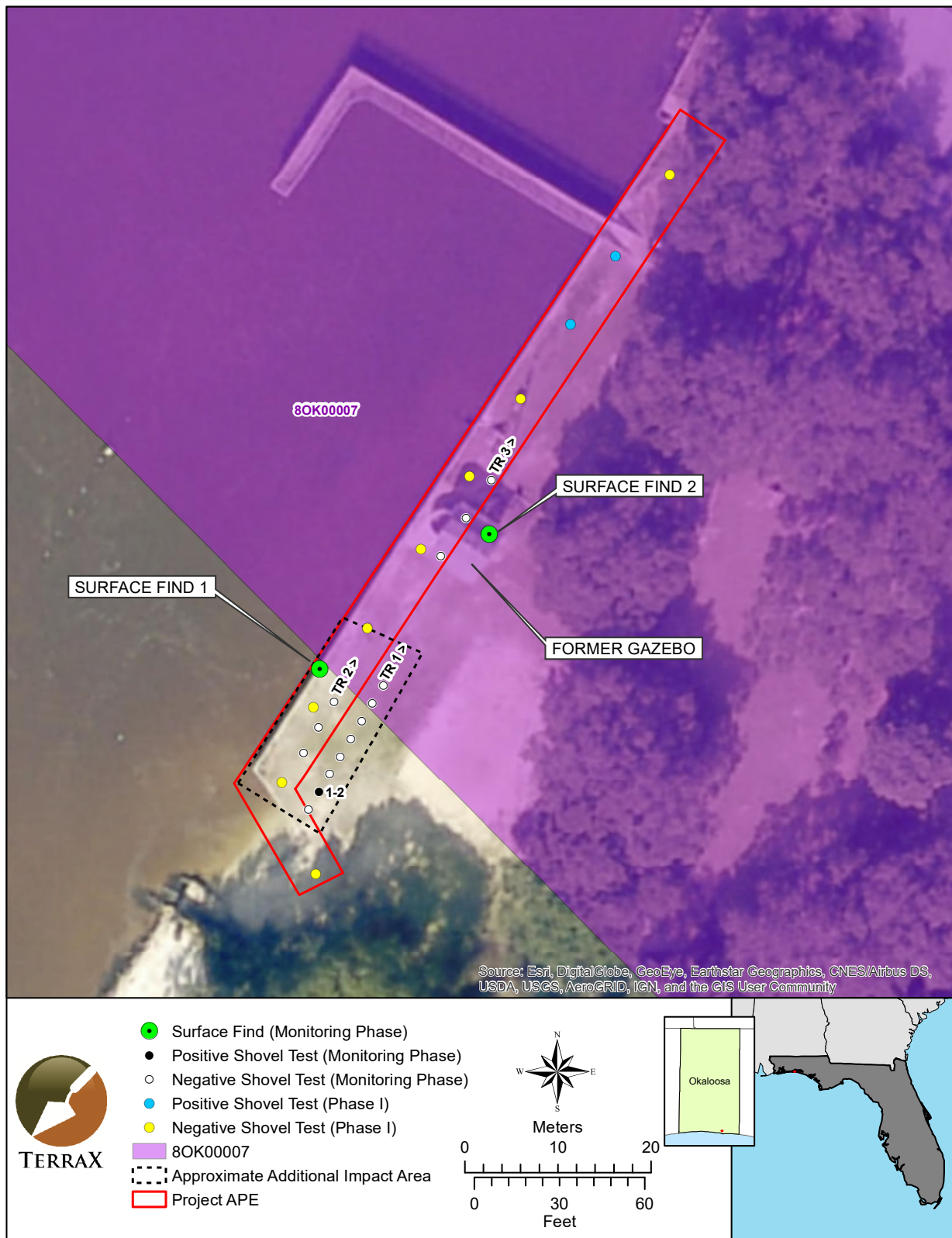


Figure 17. Aerial image showing location of surface finds and shovel tests in relation to the previously mapped boundaries for Site 8OK00007.

On July 17, 2020, the construction crew moved some sand around to relieve pressure on the old seawall which was pushing on the new seawall. This activity was monitored and no cultural material was noted. However, later a sand-tempered unspecified sherd (Figure 16b) was spotted on the surface about 4-5 m southeast of the flagpole in the location of the former gazebo (Figure 18). Mr. Lawrence again briefly visited the site on July 18, 2020 and established a 15-m buffer around the area, allowing the construction crew to continue working in the southern portion, which had been previously tested. The sherd was found in an area of exposed surface sand in an area where a gazebo had once stood in the park. Surface Find 2 is within the recorded boundaries of site 8OK00007, but approximately 2-3 m east of and outside the APE. Transect 3 was placed within the eastern edge of the seawall APE with shovel tests placed at 5-m intervals (Figure 19). Three shovel tests were excavated within this transect to an average of 1-m deep. All tests exhibited deep disturbance. Stratigraphy for Transect 3, Shovel Test 1 was 20 cm of yellowish brown (10YR 5/4) sand over strong brown (7.5YR 5/6) sand to 33 cm over mottled pale brown (10YR 6/3) and reddish yellow (7.5YR 6/6) sand to 52 cm over yellowish brown (5YR 5/6) sand (Figure 20). The two southernmost tests contained concrete fragments, nail fragments, plastic, glass, and roofing tar paper, probably remnants of the former gazebo. The northernmost test encountered a PVC water pipe at 30 cmbs (see Figure 18). However, the test continued to 1-m in depth through a series of mottled soil horizons without recovering any artifacts. The base of each of these three tests contained a uniform medium brown sand that was interpreted to be a natural soil horizon. Construction was allowed to continue under the existing monitoring protocol.

Seawall construction by Live Flyers, Inc. and archaeological monitoring by TerraX was completed on July 27, 2020. No further artifacts, nor any shell concentrations or bone, were encountered.



Figure 18. View of Surface Find 2 location (indicated by pink flagging), facing north.



Figure 19. View of Transect 3, facing southwest.



Figure 20. View of Transect 3, Shovel Test 1.

UNMARKED HUMAN BURIALS AND FORTUITOUS FINDS

Professional archaeological survey, testing or monitoring provides sampling of a project area but does not guarantee that any or all cultural materials or features present will be discovered by established sampling standards and guidelines. In the event that human remains, any concentration(s) of artifacts or any significant feature(s) are later discovered, all ground-disturbing activities in the immediate vicinity must cease, a professional archaeologist must be consulted and the archaeologist's recommendations, determined through the archaeologist's consultation with representatives of the State Historic Preservation Officer, must be followed before project activities in the vicinity of the unanticipated find(s) may resume.

Should additional cultural materials be inadvertently discovered during construction, the consulting archaeologist and FDHR should be notified. Furthermore, according to FS 872.05, when an unmarked human burial is discovered and the unmarked human burial represents the burial of an individual who has been dead less than 75 years, the archaeologist shall notify the district medical examiner, and all activity that may disturb the unmarked human burial shall cease until the district medical examiner authorizes work to resume. If such unmarked human burial represents the burial of an individual who has been dead 75 years or more, archaeological activities may not resume until the State Archaeologist has been notified of the unmarked human burial. Within 15 days after the discovery of an unmarked human burial, the archaeologist conducting the excavation shall report to the State Archaeologist his or her opinion regarding the cultural and biological characteristics of the unmarked human burial and where human skeletal remains and associated burial artifacts should be held prior to a final disposition. The division may assume jurisdiction over and responsibility for the unmarked human burial pursuant to subsection (6).

CONCLUSIONS AND RECOMMENDATIONS

TerraX performed the archaeological monitoring of the proposed Clement Taylor Park seawall in Okaloosa County, Florida from June 24 to July 27, 2020. Previously recorded Site 8OK00007, a described shell midden, is mapped as being partially within the project area. Two prehistoric ceramics were found during Phase I work in November of 2019, but no trace of a shell midden or any scattered shell or bone. It was postulated that the core of this almost 1.5-km-long site is well to the northeast of the project area. State and federal agencies requested monitoring during seawall construction due to the possibility of human remains being present.

Two prehistoric sherds were found on the surface, one within previously mapped site boundaries and one just outside the boundaries. Fourteen shovel tests were excavated adjacent to the two surface finds, with five of these falling within the previous site boundaries and nine outside the boundary to the southwest. One additional shovel test outside the boundary was positive, containing one sherd in a disturbed context. The shovel tests from this and the Phase I survey demonstrate multiple fill events, as well as possible storm deposition and/or erosion. Two seawalls were present at this site prior to the construction of this third seawall, adding to the disturbance.

Fill has undoubtedly been introduced to this site on several occasions to raise the ground level to meet that of the seawalls. In-filling and reworking of the landscape has also undoubtedly incorporated some of the native soils of the park, some of which contain prehistoric artifacts. While possibly natural soils were observed at the base of some shovel tests, they were culturally sterile. However, TerraX proposes extending the previous site boundary of 8OK00007 approximately 10 m to the southwest to include the subsurface sherd as well as Surface Find 1. Evidence indicates that these artifacts are not in situ and their archaeological context has been lost, which makes this portion of the site ineligible for the NRHP. NRHP eligibility for all portions of 8OK00007 beyond the footprint of this project area are suggested to remain undetermined. Appendix D contains an updated site revisit form.

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APPENDIX A
DHR LETTER



FLORIDA DEPARTMENT of STATE

RON DESANTIS
Governor

LAUREL M. LEE
Secretary of State

Aaron Clark
DR4399 Environmental and Historic Preservation Advisor
FEMA Executive Center Circle West
Tallahassee, Florida 32301

March 04, 2020

RE: DHR Project File No.: 2020-0847-B, Received by DHR: February 03, 2020
A Phase I Cultural Resources Survey for the Clement Taylor Park Seawall, Okaloosa County, Florida

To Whom It May Concern,

Our office received and reviewed the above referenced project for possible effects on historic properties listed, or eligible for listing, on the National Register of Historic Places (NRHP). The review was conducted in accordance with Section 106 of the *National Historic Preservation Act of 1966*, as amended, and its implementing regulations in *36 CFR Part 800: Protection of Historic Properties*.

In December 2019, TerraXplorations, Inc. conducted the above-referenced cultural resource assessment survey (CRAS) on behalf of the City of Destin in compliance with requirements for a Federal Emergency Management Agency (FEMA) Public Assistance (PA) Program application.

TerraXplorations, Inc. relocated archaeological site 8OK7 within the 0.14-acre area of potential effect (APE) during their investigation. TerraXplorations, Inc. asserts that, while the NRHP eligibility of 8OK7 remains unknown, the portion of the site within the project area lacks research potential. TerraXplorations, Inc. concludes that no historic properties will be affected by the *Clement Taylor Park Seawall* project.

Our office finds the submitted report complete and sufficient in accordance with Chapter 1A-46, *Florida Administrative Code*. As 8OK7 likely extends outside of the APE, our office has insufficient information with which to evaluate its overall NRHP eligibility. Based on the information provided, our office concurs that the *Clement Taylor Park Seawall* project should have no adverse effect on 8OK7 or historic properties listed, or eligible for listing, in the NRHP, or otherwise of historical, architectural or archaeological value within the APE. However, human remains were previously encountered at 8OK7 in 1972. Accordingly, our determination of no adverse effect is conditioned upon the monitoring of all project-related ground-disturbing activities in the vicinity of 8OK7 by a professional archaeologist. If any archaeological deposits are discovered, the monitor should be empowered to direct construction activities to other areas to enable recovery and recordation of the deposits before project activities resume in the area. The resultant report(s) of such discoveries should be forwarded to this office for review.

The Division of Historical Resources cannot endorse specific archaeological or historic preservation consultants. However, the American Cultural Resources Association maintains a listing of professional consultants at www.acra-crm.org, and the Register of Professional Archaeologists maintains a membership directory at www.rpanet.org. The Division encourages checking references and recent work history.

On September 23, 2019, our office reviewed the larger *Clement Taylor Park Restoration* project (DHR# 2019-5244; FL201908268732C) submitted to the Florida State Clearinghouse for funding under the US Department of Treasury

FEMA

03/04/2020

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RESTORE Act and recommended that the project area be surveyed for archaeological and historical resources. Should any project-related activities, including staging or other park improvements, be planned outside of the surveyed *Clement Taylor Park Seawall* project area, our office recommends that those areas be subjected to a cultural resource assessment survey. The resulting survey should be submitted to our office for review and comment prior to the commencement of ground-disturbing activities.

If you have any questions, please contact Kristen Hall, Historic Sites Specialist, by email at Kristen.Hall@dos.myflorida.com, or by telephone at 850.245.6342 or 800.847.7278.

Sincerely,

A handwritten signature in blue ink, appearing to read "Timothy A. Parsons".

Timothy A. Parsons, Ph.D.
Director, Division of Historical Resources
& State Historic Preservation Officer

APPENDIX B
CURATION AGREEMENT

TROY UNIVERSITY



**Archaeological
Research Center**

Date: December 9, 2019

Paul Jackson

TerraXplorations
3523 18th Ave NE
Tuscaloosa, Alabama 35406

Dear Paul,

As per your request, this letter is to confirm our standing agreement with you to provide curation services to Terra Explorations on an as-needed basis. As you know, we are recognized by a variety of Federal agencies as a repository meeting the standards in 36 CFR Part 79 and have formal agreements to provide curation under these guidelines to multiple federal agencies such as the Army National Guard and Natural Resources Conservation Service.

Please be advised that once a year we must be notified of all reports in which we were named as the repository. Project collections must be submitted within one calendar year of completion. Small projects may be complied for periodic submission. The AHC survey policy specifies which materials must be curated (Administrative Code of Alabama, Chapter 460-X-9). Renewal of this agreement is contingent upon compliance.

We appreciate this opportunity to be of assistance and look forward to working with you in the future.

Sincerely,

A handwritten signature in blue ink, appearing to read 'J. Mann', followed by a horizontal line.

Jason Mann
Director
Archeological Research Center
Troy University

APPENDIX C
ARTIFACT INVENTORY

Artifact Inventory from 2020.214

Site	Location	Type	Count	Weight (g)	Accession #
8OK00007 (Revisit)					
	<i>Surface Find 2</i>				Bag: <u>1</u>
		sand tempered unspecified sherd	1	4.0	2020.2141
		Location Totals	1	4.0	
	<i>Surface Find 1</i>				Bag: <u>2</u>
		sand tempered unspecified check stamped sherd (eroded)	1	4.3	2020.2142
		Location Totals	1	4.3	
	<i>TR 1 ST 2/I/0-15 cmbs</i>				Bag: <u>3</u>
		oyster shell	1	15.1	2020.2144
		shell tempered unspecified incised sherd	1	1.7	2020.2143
		Location Totals	2	16.8	
Site Totals			4	25.1	
Project Totals			4	25.1	

APPENDIX D
FLORIDA UPDATED SITE FORM

☐ Original
☒ Update



ARCHAEOLOGICAL SITE FORM

FLORIDA MASTER SITE FILE

Version 5.0 3/19

Consult Guide to Archaeological Site Form for detailed instructions

Site # **OK00007**
 Field Date 7-24-2020
 Form Date 8-20-2020
 Recorder # _____

Site Name(s) Destin Multiple Listing (DHR only) _____
 Project Name Clement Taylor Park Seawall Monitoring Survey # (DHR only) _____
 Ownership: ☐ private-profit ☐ private-nonprofit ☐ private-individual ☐ private-nonspecific ☒ city ☐ county ☐ state ☐ federal ☐ Native American ☐ foreign ☐ unknown

LOCATION & MAPPING

Clear Location Values

USGS 7.5 Map Name FORT WALTON BEACH USGS Date 1994 Plat or Other Map _____
 City/Town (within 3 miles) Destin In City Limits? ☒ yes ☐ no ☐ unknown County Okaloosa
 Township 2S Range 22W Section _____ 1/4 section: ☐ NW ☐ SW ☐ SE ☐ NE Irregular-name: Moreno Point
 Township 2S Range 22W Section _____ 1/4 section: ☐ NW ☐ SW ☐ SE ☐ NE
 Landgrant _____ Tax Parcel # _____
 UTM Coordinates: Zone ☒ 16 ☐ 17 Easting 546843 Northing 3363273
 Other Coordinates: X: _____ Y: _____ Coordinate System & Datum NAD 83
 Address / Vicinity / Route to:
off Calhoun Avenue

Name of Public Tract (e.g., park) Clement Taylor Park

TYPE OF SITE (select all that apply)

SETTING	STRUCTURES OR FEATURES	FUNCTION
☒ Land (terrestrial)	☐ log boat	☐ campsite
☐ Lake/Pond (lacustrine)	☐ agric/farm building	☐ extractive site
☐ River/Stream/Creek (riverine)	☐ burial mound	☐ habitation (prehistoric)
☐ Tidal (estuarine)	☐ building remains	☐ homestead (historic)
☐ Saltwater (marine)	☐ cemetery/grave	☐ farmstead
☐ Wetland (palustrine)	☐ dump/refuse	☐ village (prehistoric)
☐ usually flooded	☐ earthworks (historic)	☐ town (historic)
☐ usually dry	☐ fort	☐ quarry (prehistoric)
☐ Cave/Sink (subterranean)	☐ midden	
☐ terrestrial	☐ mill	
☐ aquatic	☐ mission	
	☐ mound, nonspecific	
	☐ plantation	
	☐ platform mound	
	☐ road segment	
	☒ shell midden	
	☐ shell mound	
	☐ shipwreck	
	☐ subsurface features	
	☐ surface scatter	
	☐ well	

Other Features or Functions (Choose from the list or type a response.)

1. _____ 2. _____

CULTURE PERIODS (select all that apply)

ABORIGINAL	NON-ABORIGINAL
☐ Alachua	☐ First Spanish 1513-99
☐ Archaic (nonspecific)	☐ First Spanish 1600-99
☐ Archaic, Early	☐ First Spanish 1700-1763
☐ Archaic, Middle	☐ First Spanish (nonspecific)
☐ Archaic, Late	☐ British 1763-1783
☐ Belle Glade	☐ Second Spanish 1783-1821
☐ Cades Pond	☐ American Territorial 1821-45
☐ Caloosahatchee	☐ American Civil War 1861-65
☐ Deptford	☐ American 19th Century
☐ Englewood	☐ American 20th Century
☒ Fort Walton	☐ American (nonspecific)
☐ Glades (nonspecific)	☐ African-American
☐ Glades I	
☐ Glades II	
☐ Glades III	
☐ Hickory Pond	
☐ Leon-Jefferson	
☐ Malabar I	
☐ Malabar II	
☐ Manasota	
☐ Mississippian	
☐ Mount Taylor	
☐ Norwood	
☐ Orange	
☐ Paleoindian	
☐ Pensacola	
☐ Perico Island	
☐ Safety Harbor	
☐ St. Augustine	
☐ St. Johns (nonspecific)	
☐ St. Johns I	
☐ St. Johns II	
☐ Santa Rosa	
☐ Santa Rosa-Swift Creek	
☐ Seminole (nonspecific)	
☐ Seminole: Colonization	
☐ Seminole: 1st War To 2nd	
☐ Seminole: 2nd War To 3rd	
☐ Seminole: 3rd War & After	
☐ Swift Creek (nonspecific)	
☐ Swift Creek, Early	
☐ Swift Creek, Late	
☐ Transitional	
☒ Weeden Island (nonspecific)	
☐ Weeden Island I	
☐ Weeden Island II	
☐ Prehistoric (nonspecific)	
☐ Prehistoric non-ceramic	
☐ Prehistoric ceramic	

Other Cultures (Choose from the list or type a response. For historic sites, give specific dates.)

1. _____ 3. _____
 2. _____ 4. _____

OPINION OF RESOURCE SIGNIFICANCE

Clear Significance Values

Potentially eligible individually for National Register of Historic Places? ☐ yes ☐ no ☒ insufficient information

Potentially eligible as contributor to a National Register district? ☐ yes ☒ no ☐ insufficient information

Explanation of Evaluation (required if evaluated; use separate sheet if needed)

Only a small portion of this large site was monitored for seawall replacement. Most of site is mapped to north so was not investigated. Culture periods above are based on previous info - no shell midden noted, no diagnostic material.

Recommendations for Owner or SHPO Action

document

DHR USE ONLY

OFFICIAL EVALUATION

DHR USE ONLY

NR List Date _____	SHPO - Appears to meet criteria for NR listing: ☐ yes ☐ no ☐ insufficient info	Date _____	Init. _____
☐ Owner Objection	KEEPER - Determined eligible: ☐ yes ☐ no	Date _____	
	NR Criteria for Evaluation: ☐ a ☐ b ☐ c ☐ d (see National Register Bulletin 15, p. 2)	Date _____	

FIELD METHODS (select all that apply)

SITE DETECTION

- ☐ no field check ☐ exposed ground ☐ screened shovel
☒ literature search ☐ posthole tests ☒ screened shovel-1/4"
☐ informant report ☐ auger tests ☐ screened shovel-1/8"
☐ remote sensing ☐ unscreened shovel ☐ screened shovel-1/16"

SITE BOUNDARY

- ☐ bounds unknown ☐ remote sensing ☐ unscreened shovel
☐ none by recorder ☐ exposed ground ☐ screened shovel
☒ literature search ☐ posthole tests ☐ block excavations
☐ informant report ☐ auger tests ☐ estimate or guess

Other methods; number, size, depth, pattern of units; screen size (attach site plan)

Construction monitoring took place - 2 sherds found on surface so 14 ST dug at 2-, 4-, and 5-m intervals to 1m deep. One more sherd found in disturbed subsurface context. The site boundaries have been extended 10 m to the south as a result.

SITE DESCRIPTION

Clear Description Values

Extent/Size (m²) _____ Depth/stratigraphy of cultural deposit (describe below)

disturbed soils with multiple fill events

Temporal Interpretation - Components (check one): ☐ single component ☐ multiple component ☒ uncertain

Describe each occupation in plan (refer to attached large scale map) and stratigraphically. Discuss temporal and functional interpretations:

Integrity - Overall disturbance: ☐ none seen ☐ minor ☐ substantial ☐ major ☐ redeposited ☐ destroyed-document! ☒ unknown

Disturbances / threats / protective measures

disturbed by multiple seawall construction events, park gazebo

Surface collection: area collected _____ m² # collection units _____ Excavation: # noncontiguous blocks _____

ARTIFACTS

Clear Artifact Values

Total Artifacts # 3 Ocount Oestimate Surface # 2 Subsurface # 1

COLLECTION SELECTIVITY

- ☐ unknown ☐ unselective (all artifacts)
☐ selective (some artifacts)
☐ mixed selectivity

SPATIAL CONTROL

- ☐ uncollected ☐ general (not by subarea)
☐ unknown ☐ controlled (by subarea)
☐ variable spatial control
☐ other (describe in comments below)

ARTIFACT CATEGORIES and DISPOSITIONS

A - Aboriginal ceramics

- _____
☒ _____
☒ _____
☒ _____
☒ _____
☒ _____

select a disposition from the list below
for each artifact category selected at left

A - category always collected
S - some items in category collected
O - observed first hand, but not collected
R - collected and subsequently left at site
I - informant reported category present
U - unknown

Artifact Comments

DIAGNOSTICS (type or mode, and frequency: e.g., Suwanee ppk, heat-treated chert, Deptford Check-stamped, ironstone/whiteware)

1. _____ N= _____ 4. _____ N= _____ 7. _____ N= _____
2. _____ N= _____ 5. _____ N= _____ 8. _____ N= _____
3. _____ N= _____ 6. _____ N= _____ 9. _____ N= _____

ENVIRONMENT

Clear Environment Values

Nearest fresh water: Type _____ ☒ Name _____ Distance from site (m) _____
Natural community _____ ☒ Topography _____ ☒ Elevation: Min 3 m Max 3 m
Local vegetation beach grass
Present land use city park
SCS soil series Kureb sand, 0 to 8 percent slopes Soil association _____

DOCUMENTATION

Clear Documentation Values

Accessible Documentation Not Filed with the Site File - including field notes, analysis notes, photos, plans and other important documents

- 1) Document type All materials at one location Maintaining organization _____
Document description _____ File or accession #'s _____
2) Document type _____ Maintaining organization _____
Document description _____ File or accession #'s _____

RECORDER & INFORMANT INFORMATION

Informant Information: Name _____
Address / Phone / E-mail _____
Recorder Information: Name Amy Carruth Affiliation _____
Address / Phone / E-mail acarruth@terraxplorations.com

Required
Attachments

❶ PHOTOCOPY OF 7.5' USGS QUAD MAP WITH SITE BOUNDARIES MARKED and SITE PLAN
Plan at 1:3,600 or larger. Show boundaries, scale, north arrow, test/collection units, landmarks and date.

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: September 21, 2020

TYPE OF AGENDA ITEM: Ordinance

TO: City Council

THRU: Lance Johnson, City Manager

FROM: Kimberly Kopp, Land Use Attorney
Louis Zunguze, Community Development Director

DATE: September 17, 2020

SUBJECT: 2) Ordinance Status Updates:
a. Roosters
b. Luxury RV Resorts as a Conditional Use in CMU-V
c. Drones and Kites

I. BACKGROUND: The City Council directed Community Development Staff and the City Land Use Attorney to prepare the subject ordinances, and at this time, a status update is being presented to the City Council.

II. DISCUSSION: 1. Roosters: On June 1, 2020, the City Council directed staff to amend section 4-7(a)(5) of the Code of Ordinances to exclude roosters, and further, to amend section 4-8 to regulate excessively noisy ("bad") roosters. This item amends the Code of Ordinances (not the LDC) and is not required to go to the LPA for a recommendation to Council. Staff anticipates that the ordinance will come to Council on October 5, 2020, and if applicable, second reading on October 21, 2020.

2. RV Luxury Resorts: On September 8th, the City Council directed staff to amend the LDC to allow a Short Term Rental RV Resort within the CMU-V zoning district, and to prohibit the long-term rentals of the use within said zoning district. Staff is currently working on an ordinance to allow this use as a conditional use in the CMU-V zoning district, and anticipates the ordinance will go to the LPA for consideration and a recommendation on October 15, 2020. This ordinance will require two readings before the City Council, subsequent to the LPA meeting.

3. Drones and Kites:

City Council directed Staff and the City attorneys to draft an ordinance with the following guidelines:

- Ordinance to be based on the existing Federal Aviation Administration (FAA) regulations and restrictions for the City of Destin air space regarding drone and kite flying activities
- City attorneys to engage the Sheriff's Office legal counsel to obtain their acceptance and support with respect to enforcement protocols.
- Staff to bring back some ideas to Council with regards to making sure restrictions on drones and kites are properly communicated to residents.

Staff has identified appropriate FAA regulations and protocols to be incorporated into the new Ordinance and has also identified key elements addressed by ordinances from adjoining communities.

This ordinance is not yet ready for scheduling at an upcoming meeting. Staff will provide an additional update on this ordinance at the next City Council meeting.

A. Link to Strategic Goals / Objectives:

B. Effect on Budget (EOB):

C. Level of Service (LOS):

III. CONCLUSION:

IV. RECOMMENDED MOTION: N/A

Attachments:
None