

**REGULAR MEETING
DESTIN CITY COUNCIL
OCTOBER 5, 2020
ANNEX COUNCIL CHAMBERS
6:00 PM**

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

CALL TO ORDER

INVOCATION (Pastor Steve Farris - First Baptist Church)

PLEDGE OF ALLEGIANCE

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

1. APPROVAL OF MINUTES

A. Approval of minutes of September 8, 2020 Regular City Council Meeting

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

A. Waste Management Update - Ronnie Bell

B. Certificate of Achievement - William Ellison, Code Compliance Officer

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

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

4. CITY MANAGER REPORTS

A. Discussion - Updates to Ordinance 109, Section 35, Vacation Leave

B. IMLS Cares Act Grant - Destin Library

C. COMPASS (Energov) Update

D. Purchase Agreement with Trust for Public Land, Inc. for Shore at Crystal Beach East Expansion #1

E. Purchase Agreement with Trust for Public Land, Inc. for Shore at Crystal Beach East Expansion #2

F. New Flood Insurance Rate Maps

G. Announcements

5. PUBLIC HEARINGS

- A. Second 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
- B. First reading of Ordinance 20-28-CC - Amending Sections 4-7 and 4-8 of the Code of Ordinances to regulate roosters

6. *CONSENT AGENDA (No public comments)

- A. Amendment No. 1 to Contract By and Between City of Destin, Florida and J. Miller Construction, Inc; and Change Order No. 1 for Project RFB 20-09-PS NFWF Drainage Improvements 825 Cross St. and 445 Calhoun Ave.

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

- A. Councilmember Braden
 - 1) City Parks
- B. Councilmember Ramswell
 - 1) Linear Trail - Discussion
 - 2) Shopping carts in rights-of-way along Commons Drive
- C. Councilmember Menchel
 - 1) Submerged Land Lease Norriego Point and surveys
 - 2) Update on the Attorney General's opinion by the City Attorney
- D. Councilmember Overdier
- E. Councilmember Marler
- F. Councilmember Destin
- G. Councilmember Morgan
- H. Mayor Gary Jarvis
- I. Land Use Attorney
- J. City Attorney
 - 1) Request to schedule an executive session pursuant to section 286.011(8), *Florida Statutes*, in the case of *William C. Carter v. City of Destin, Florida, et al.*, Case Number 2016-CA-3085, in the Circuit Court of the First Judicial Circuit, in and for Okaloosa County Florida.

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
REGULAR MEETING
DESTIN CITY COUNCIL
SEPTEMBER 8, 2020
CITY HALL ANNEX COUNCIL CHAMBERS
6:00 PM**

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

Destin City Council

Mayor Gary Jarvis	Councilmember Prebble Ramswell (Virtual)
Councilmember Parker Destin	Councilmember Skip Overdier (Virtual)
Councilmember Cyron Marler	Councilmember Steven Menchel (Virtual)
Councilmember Chatham Morgan (arrived – 6:25 p.m.)	

Destin City Staff

City Manager Lance Johnson (Virtual)	Deputy City Manager Webb Warren
Public Info Manager Catherine Card (Virtual)	City Clerk Rey Bailey
HR Manager Karen Jankowski (Virtual)	Public Services Director Michael Burgess
Parks/Recreation Director Lisa Firth (Virtual)	IT Technician James Lauria
Grants/Project Manager Jeffrey Cozadd (Virtual)	Finance Director Krystal Strickland
City Land Use Attorney Kimberly Kopp	City Attorney Kyle Bauman

CALL TO ORDER, INVOCATION AND PLEDGE OF ALLEGIANCE

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

AGENDA APPROVAL

Motion by Councilmember Destin, seconded by Councilmember Marler, to approve the agenda passed 4-0 (Council members Destin, Marler, Overdier and Menchel voted “yes”; Council members Morgan, Ramswell and Braden were not present when a roll call vote was taken).

1. APPROVAL OF MINUTES

A. Approval of minutes of August 24, 2020 Council Executive Session

Motion by Councilmember Destin, seconded by Councilmember Marler, to approve minutes of August 24, 2020 Council Executive Session passed 5-0 (Council members Destin, Marler, Overdier, Menchel and Ramswell voted “yes”; Council members Morgan, and Braden were not present when a roll call vote was taken).

B. Approval of minutes of August 17, 2020 Regular City Council Meeting

Councilmember Marler moved for approval of minutes of August 17, 2020 Regular City Council Meeting; seconded by Councilmember Destin. Motion passed 5-0 (Council members Destin, Marler, Overdier, Menchel and Ramswell voted “yes”; Council members Morgan, and Braden were not present when a roll call vote was taken).

C. Approval of minutes of June 1, 2020 Regular City Council Meeting

Councilmember Destin moved for approval of minutes of June 1, 2020 Regular City Council Meeting; seconded by Councilmember Marler. Motion passed 5-0 (Council members Destin, Marler, Overdier, Menchel and Ramswell voted “yes”; Council members Morgan, and Braden were not present when a roll call vote was taken).

2. PROCLAMATIONS / RECOGNITIONS / SPECIAL PRESENTATIONS / ANNOUNCEMENTS

A. Presentation on US98 Traffic Signal Synchronization, Q&A Scott Bitterman PE, Okaloosa County Engineer

Mr. Scott Bitterman, Okaloosa County Engineer, provided the following presentation:

Ideal Conditions for Signal Coordination

- Equal Signal Spacing – ½ mile
- Uniform Speed
- Available Roadway Capacity

Speeds in Destin

- Steady in off-peak times
- 0-30 mph in peak times
 - ❖ Traffic backs into 98 from business driveways
 - ❖ Right turns slow groups of cars traveling between signals
 - Right turns stop to yield to pedestrians
 - ❖ Through traffic stops for pedestrians not in crosswalks
 - ❖ Through traffic stops to wave through left turns

Other Factors Affecting Traffic Signal Coordination

- Construction
 - ❖ Reduced speeds
 - ❖ Reduced capacity
 - ❖ Signal reconstruction
 - ❖ Replace loops
- Traffic crashes
- Fire truck preemption

Major Signal Retiming Effort

- October 2016 report

- ❖ 20 signals in Destin
 - After new pedestrian signal
- ❖ Before study of travel times
- ❖ Traffic counts (July 2016)
- ❖ Reprogrammed controllers
- ❖ After study of travel times
- ❖ 884-page report

Signal Retiming Conclusions (from 2016 FDOT Study)

- The State Road 30 (US 98) arterial in Destin, Florida currently services an average of 368,000 vehicles per week within the retiming project area
- Twenty traffic signals were retimed/coordinated along the approximately 7 mile corridor from Stahlman Avenue on the west end of the project area to Tequesta Drive on the east end of the project area which also included the feeder signal at the intersection of State Road 293 and Commons Drive
- All 20 of the signalized intersections are operating coordinated signal timing plans in the AM, weekday, mid-day weekday, and PM weekend time periods
- Based on the non-intrusive Bluetooth detection data, there is a weekly time savings of approximately 5000 vehicle-hours along the corridor resulting from the retiming efforts
- According to the Sychro model calculations, there is also a weekly fuel savings of approximately 10,000 gallons
- The Benefit/Cost Ratio of the SR 30 (US 98) Destin Signal Retiming Project is 96:1 over the estimated three year life of the project

Signal Timing Recommendations (from 2016 FDOT Study)

- It is recommended that the City of Destin should consider reconstructing the northbound approach of Harborwalk Village and the southbound approach of Stahlman Avenue to include a dedicated right turn lane, a dedicated thru lane, and a dedicated left turn lane. It is recommended that the southbound left turn lane on Stahlman Avenue should be at least 250 feet
- It is recommended that the City of Destin should reduce the southbound skew on Stahlman Avenue as much as practical to allow for 8-Phase Signal Operations and removal of the existing Split Phase Signal Operations
- Five of six of signal timing recommendations were for US 98 and Stahlman Avenue

Split Phasing (From Federal Highway Administration Signal Timing Manual)

- Split phasing represents an assignment of the right-of-way to all movements of a particular approach, followed by all of the movements of the opposing approach. This is depicted in Figure 4-9. Split phasing may be necessary when intersection geometry results in partially conflicting vehicle paths through the intersections

What is being done?

- Voters
 - ❖ Approved ½ cent surtax in November 2018
 - Stahlman improvements are on the needs list

- ❖ Being patient during studies and construction
- City of Destin
 - ❖ US 98 and Stahlman
 - Intersection Improvement Study
 - ❖ Support to advance PD&E Study for US 98 between Calhoun and Airport
- Okaloosa County
 - ❖ Work daily with FDOT and contractors to adjust for construction impacts
 - ❖ Recommend to FDOT major signal retiming in 2021 as construction nears completion
 - ❖ Designing a Transportation Management Center
- FDOT
 - ❖ Stahlman Overlay Improvements
 - Dual left turns for westbound traffic
 - Working with property owner on receiving lanes for dual left turns
 - Warning flashers on bridge
 - ❖ PD&E Study
 - Advertise Fall of 2020
 - Study begins Spring 2021

Other Ideas

- Adaptive Signal Control
 - Advantages
 - Adjust for unanticipated traffic
 - Single system arterials
 - ❖ Disadvantages
 - Cost
 - Little benefit when arterial is saturated
 - ❖ Could benefit Destin when Stahlman is no longer phased

Councilmember Ramswell asked what they could do to avoid hot spots where they always have the problem of traffic congestion such as on the Mid-Bay Bridge Road and around the Commons Drive area.

Mr. Bitterman noted that traffic congestions they are seeing are likely related to construction traffic. For instance, the intersection of Matthew Blvd and US Hwy 98 is down to two lanes. They had 3 lanes going in each direction prior to construction.

Councilmember Ramswell pointed out that some cities have a set of traffic lights that would turn green simultaneously, and then turn red simultaneously. She asked if this is something FDOT has discussed or considered as something that might work in this area.

Mr. Bitterman stated that locations where they would usually see those traffic patterns are in downtown areas such as in New York City where there are close signal spacing; adding that the traffic signal on US Hwy 98 is timed a little bit better for the traffic condition they have in Destin.

Councilmember Menchel asked how often traffic signal timing is adjusted in a community.

According to Mr. Bitterman, a major signal re-timing is normally conducted every 3 to 5 years; but they are constantly doing minor adjustments.

Councilmember Menchel asked staff whether FDOT's recommendations relating to the intersection have been passed through the firm conducting the intersection improvements study for the City.

Public Services Manager Michael Burgess stated he would coordinate matters with Volkert Engineering to determine what resources they have considered as part of their improvement analysis. He added that Volkert is closed to completing all their recommendations. Staff would place the information on the City's website within the next few weeks for the public's review and comments.

Councilmember Menchel noted that the traffic light at the intersection of Henderson Beach Road and US Hwy 98 is changing too fast for motorists heading either west bound or east bound on the highway. The light is cycling too fast and needs some adjustments.

Mr. Bitterman stated that FDOT will investigate that matter and will make the necessary adjustments.

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

Mr. Mike Buckingham, a Destin resident, asked for Council's consideration to direct City staff to prepare an amendment to the Land Development Code to allow High End RV Resorts as a conditional use in the CMU-V zoning district in Destin.

Councilmember Marler stated that he would address that issue during his portion on the agenda.

Councilmember Menchel asked whether Mr. Buckingham's request was for short-term or long-term term.

Mr. Buckingham replied it was for short-term RV rentals only and no long-term rental would be allowed.

Ms. Marcie Bell, a Destin resident, noted that the City of Destin website provides a link to the County for people to find places to eat and stay in the area. She stated that not all establishments in Destin that contribute to the tax base in Destin are included, and so the City might want to consider removing that link.

Ms. Bell recommends that regulations that apply to short-term rentals be also applied to long-term rentals as well as private property homeowners. She continued that they have a situation on Holiday Isle where a long-term rental owner is abusing the trash can regulation. She

added it could also make it easier for Code Compliance to enforce the rules when they are applied across the board.

4. CITY MANAGER REPORTS

A. RFQ 20-03-CD - Destin Undergrounding Project Management

Grants/Project Manager Jeffrey Cozadd noted that the Council had directed staff to put out a Request for Qualification (RFQ) for the Gulf Power Project Management Project. The City received 4 proposals for this RFQ. The City's Bid Committee evaluated these proposals in collaboration with the City's Special Counsel Schef Wright, who was also largely involved in the preparation of the RFQ and has been involved at every step of this process. At the conclusion of the evaluation, one submission was disqualified from consideration because it was deemed significantly incomplete, and that the 3 remaining submissions were discussed and scored by the committee members. Given the high priority and significant investment of this project, the Bid Committee recommends that the 3 finalists make presentations to the City Council during a future Council meeting or workshop.

The City Attorney recommends Council schedules a special meeting rather than a workshop so they would have the option to vote and select a firm following the presentations.

Councilmember Menchel moved to schedule a special City Council meeting for the three finalists to present to the City Council; seconded by Councilmember Overdier.

Attorney Schef Wright stated that he fully supports allowing all 3 firms to make a presentation and meet each one in person.

Motion passed 6-0 (Council members Morgan, Destin, Marler, Overdier, Menchel and Ramswell voted "yes"; Councilmember Braden was absent from the meeting).

B. Resolution 20-23 - Crosstown Connector

Councilmember Destin moved to authorize the City Manager or his designee, to accept and sign the current PD&E study, including the Environmental Impact Report with proposed modifications and approve Resolution 20-23; and to approve the revised Scope of Work, Quote and Schedule from Atkins North America, Inc., to be incorporated into a new contract and encumbered from FY 2021 adopted budget effective October 1, 2021. Councilmember Marler provided a second to the motion.

Community Development Director Louis Zunguze asked the Council to accept the current Project Development and Environment (PD&E) Study that includes the four-lane roadway section previously approved, as opposed to a new PD&E, as it would minimize cost and time, as well as provide more information. He continued that a re-evaluation would be performed during the completion of the design of the two-lane road section. He also asked Council to approve the resolution authorizing a redesign of the roadway from-four lane to two-lane.

The Mayor called for a vote on the motion, which passes 6-0 (Council members Morgan, Destin, Marler, Overdier, Menchel and Ramswell voted “yes”; Councilmember Braden was absent from the meeting).

C. Resolution 20-17 - Providing for access to embayments located at Norriego Point.

The Deputy City Manager noted that on August 3, 2020, Council directed staff to draft a resolution in line with the intent of cordoning off the southerly embayments for the public to enjoy swimming, snorkeling, or other water-based activities, and leaving the northerly embayment access open for private recreational boating. Commercial activity is forbidden at all embayments.

Councilmember Marler moved to adopt Resolution 20-17, providing for access to embayments located at Norriego Point; seconded by Councilmember Destin. Motion passed 5-1 (Council members Morgan, Destin, Marler, Overdier, and Menchel voted “yes”; Councilmember Ramswell voted “no”; Councilmember Braden was absent from the meeting).

D. Interlocal Agreement for TDC funding

The Deputy City Manager noted that on April 8, 2020, they submitted two project funding requests to the Okaloosa County TDC for their FY 2021 budget. The first funding request was for the waterfront parks program that included funding for the annual expenses of operating and maintaining beach and harbor amenities for \$459,000. The second funding request was for additional public safety services from both the Okaloosa County Sheriff’s Office and Destin Fire Control District. This project was to include additional beach and harbor units from the Sheriff’s Office and year-round lifeguards for Norriego Point from the Destin Fire Control District for \$528,564. The TDC has provided the interlocal agreement for the City of Destin to execute. It is for the waterfront parks funding for \$459,000.

Motion by Councilmember Overdier, seconded by Councilmember Marler, to authorize and direct the Mayor to execute the Interlocal Agreement with Okaloosa County for waterfront access maintenance and capital improvements passed 6-0 (Council members Morgan, Destin, Marler, Overdier, Menchel and Ramswell voted “yes”; Councilmember Braden was absent from the meeting).

E. Debt Financing Update

Finance Director Krystal Strickland provided an update on debt financing and beach acquisition. She stated they would like to align the payment of \$4.3 million for beach property acquisitions with the remaining 9 years of Okaloosa Half-Penny Discretionary Surtax receipts. In addition, because rates are currently very low, they would also like to look into potential savings of refinancing the \$4 million 2015A bank loan. One option considered was to issue two separate bank loan request for proposals. One in October for \$5.3 million to refund the bank loan and to reimburse the general fund for the first beach acquisition. The second RFP for \$3 million in February 2021 to reimburse general fund for the second round of beach acquisitions. The second option considered was to issue only one bank loan RFP for \$8.3 million in spring 2021. After

careful review of the pros and cons of both options, they have decided that the potential interest rate risk and bank qualification issues are not significant enough to offset the potential savings on costs of issuance and rate benefits related to issuing one larger debt instrument.

Ms. Strickland also noted that Council previously requested additional information regarding the history of the 2015A Bonded Debt. Research revealed that the City of Destin issued revenue bonds in the amount of \$20,245,000 in 1999 to finance various municipal facilities improvements and other capital improvement projects. These funds were used during FY 1999 – 2002 to build the City’s library, sports complex, and public works facility. This bonded debt was refinanced in 2005 and again in 2015.

F. Purchase Agreement with The Trust for Public Land, Inc. for Crystal Port

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The Deputy City Manager noted that the City’s 2020 Strategic Plan identified public beach acquisition as the Council’s top priority for Fiscal Year 2020. The City has partnered with The Trust for Public Land in this endeavor. The Trust is under contract to purchase 3 properties located adjacent to the City’s existing public access, The Shore of Crystal Beach Park. The Bulk Purchase and Sale Agreement is for Crystal Port located west of the Shore at Crystal Beach Park. Purchase agreements between the City and the Trust for the two properties located east of the Shore at Crystal Beach Park will be brought to Council for consideration as quickly as possible. Attorneys for both the County and City continue drafting an interlocal agreement between the parties.

Councilmember Overdier moved to authorize and direct the City Manager to enter into a purchase agreement as presented for the property identified as Crystal Port and enter into minor addendums thereto, if necessary; seconded by Councilmember Destin.

Councilmember Marler announced he will abstain from voting as he is currently employed by the owner of the property.

The Mayor called for a vote on the motion, which passed 5-0 (Council members Morgan, Destin, Overdier, Menchel and Ramswell voted “yes”; Councilmember Marler abstained from voting; Councilmember Braden was absent from the meeting).

G. Wayfinding Master Plan Presentation

City Planner Samantha Brisolaro gave the Wayfinding Master Plan presentation:

Purpose of a Wayfinding Master Plan

- Defining a sense of place
 - ❖ It is imperative to define and display the community’s beauty and culture to preserve its sense of place
- Highlighting destinations
 - ❖ Wayfinding will display the City’s unique neighborhoods, beaches, and places of interest
- Enhancing the City’s Economic brand

- ❖ Highlighting the City's vitality as a tourist, family oriented, and economically vibrant community
- Traffic Controls and Parking Identification
 - ❖ Wayfinding will promote pedestrian and cyclists to navigate much faster to their destinations. Parking identification also help minimize illegal parking
- Consistency and Sense of Organization
 - ❖ Create a coordinated urban brand, a sense of organization, and improved vehicular and pedestrian flow within the City

Wayfinding System Goals

- Promote Tourism
- Emphasize the City as a destination
- Highlight key attractions
- Enhance urban design
- Reinforce community identity
- Enhance visitor experience
- Reduce driver and pedestrian frustration
- Improve traffic flow
- Improve roadway safety

Components of a Wayfinding Master Plan

- Gateway and area identification
- Vehicular wayfinding
- Street identity
- Pedestrian wayfinding
- Information kiosks

Implementation and Management

- Financing
- Regulation
- System Management
 - ❖ Design process
 - ❖ Plan management

Financing (City Manager/Finance/Public Services/Public Information/Community Development)

- Possible funding sources include:
 - ❖ Local and State grants
 - ❖ Donations
 - ❖ Capital improvement program
 - ❖ Institutional and corporate grant
 - ❖ Impact fees
 - ❖ Tax increment financing
 - ❖ For initial planning and design stages, financing must be flexible and unencumbered to account for planning and design issues

- ❖ Tourist Development Council (TDC) partnership (2021)

Wayfinding System Management (Public Services)

- There are 3 key management areas that should be considered
 - ❖ Maintenance
 - Cleaning
 - Repairs
 - Replacement
 - Landscaping
 - ❖ Change
 - Additions to sign
 - Reductions to size
 - New sign destinations
 - ❖ Removal
 - Unauthorized signs
 - Obsolete elements

Regulatory Framework (Community Development)

- Regulations for unique areas in the City
 - ❖ Crystal Beach Planning Area
 - ❖ Town Center Planning Area
 - ❖ Village “Old Destin” Planning Area
 - ❖ Harbor Planning Area
 - ❖ Holiday Isle Planning Area

Existing Approved Logos

- Sea Oats logo/tagline
- City facility/signs
- Master directional signs
- Crystal Beach wayfinding signage
- The Harbor wayfinding signage
- Town Center wayfinding signage
- Holiday Isle wayfinding signage
- Gulf Resort wayfinding signage
- The Village “Old Destin” wayfinding signage

Family of Signs Initiative

- Family of Signs initiative from 2004
 - ❖ Harbor CRA district only
 - Estimated cost was \$60,736
 - ❖ Consumer Price Index (CPI) rate has increased 33% since 2004 (per Bureau of Labor and Statistics)
 - ❖ Accounting for inflation, the Family of Signs initiative for the Harbor CRA in today’s market would cost an estimated \$80,778.88
- The cost estimate was prepared by Guidance Pathway Systems, Inc. in 2004 for the Harbor CRA district only
 - ❖ Design costs - \$3,000

- ❖ Materials - \$300 - \$550 per unit
- ❖ Installation - \$300 – 550 per unit
- ❖ Contract services - \$25 - \$150 per hours

Issues for Consideration

- Level of comfort with plan/staff approach
- Level of comfort with existing logos and signage

Next Steps

- Staff to return with budget and concept for entrance signs into the City
- Staff to return with budget and concept for remaining signs throughout the City

Councilmember Destin moved to direct staff to prepare a budget for City entrance signage and return to City Council for discussion; and for staff to prepare a budget for the remaining Wayfinding signage and return to City Council for discussion. Councilmember Marler provided a second to the motion.

Councilmember Ramswell stated that she likes the idea of having a distinct signage for each area of the City; however, she is concern it would create some confusion with tourists and visitors to the City in trying to distinguish among the different signage. She recommends staying with just three different signage: Harbor CRA, Town Center CRA, and possibly for the areas on the other side of Crystal Beach.

Councilmember Ramswell also requests staff brings back the idea of numbering the streets as one of the options for Council to consider and to possibly use the sample signs from Gulfport, Mississippi which she previously presented.

There were no objections from other members of the Council.

The Mayor called for a vote on the motion on the floor, which passes 6-0 (Council members Morgan, Destin, Marler, Overdier, Menchel and Ramswell voted “yes”; Councilmember Braden was absent from the meeting).

H. Strategic Plan Update

The Deputy City Manager gave the following presentation:

- The 2020 Strategic Plan was formally adopted by the City Council on January 6, 2020
- 2020 Strategic Plan Process
 - ❖ 2019 Annual Fall Visioning Session with City Council, staff and public
 - ❖ January 2020 adoption of 2020 plan by Council
 - ❖ Staff executes plan – current phase
 - ❖ Final report – Winter 2020
- Prioritized key customer groups
 - ❖ Year-round residents
 - ❖ Destin-based businesses

- ❖ Visitors
- Vision 2035
 - ❖ “Destin is a family-oriented beach and fishing community where people want to live, work and play and where guests are welcomed to respectfully enjoy our community and its resources
- Strategic Focus 2025
 - ❖ Public beach initiative
 - ❖ Transparent and equitable governance
 - ❖ Financially sound city providing service value
 - ❖ World class beach, fishing, and harbor
 - ❖ Improved mobility and connectivity
 - ❖ High quality of life and safety for residents
 - ❖ Quality development and revitalization through clear vision and unified approach
- Council Objectives – FY 2020 (listed in priority order)
 - ❖ #1 - Public Beach Initiative
 - Over \$22 million committed to this initiative; \$13.5 million funding from external agencies
 - 3 parcels under contract by Trust for Public Land (TPL) in Crystal Beach
 - TPL is pursuing other opportunities
 - ❖ #2 - Underground Utilities
 - Gulf Power franchise agreement being finalized
 - RFQ for undergrounding consultant – submissions received 6/18/20
 - RFQ submissions under review by the Bid Committee, and the City is consulting with an electrical franchise attorney to serve as a subject matter expert during the selection process
 - ❖ #3 – Short-Term Rentals Compliance with Regulations
 - Total STRs – 1077
 - Total non-registered STRs - 85
 - Notice of Violations (NOV) – 46
 - Parking
 - Citation – 1818
 - Code Citations – 248
 - Over Parking Limit – 38
 - Total Garbage Citations – 313
 - Total Noise Citations – 29
 - Total Events – 14
 - Total Stop Work – 11
 - Miscellaneous – 37
 - Community Development presentation complete and ready for Council review
 - ❖ #4 – Recruit Project and Grants Manager
 - New position for FY 2020 – Hire date 3/2/20
 - Organization created a Project Review Team (PRT) and process to improve project design and management

- Helping to manage existing grants
- \$10.25 million City administered
- \$15.1 million administered by other agencies
- \$16 million in potential co-administered grants
- Chairs the revamped Bid Committee
- ❖ #5 – Request TDC Funds for Additional OCSO Services
 - 2/26/20 -Request sent to Council for input for TDC application
 - 4/8/20 – Application submitted
 - 4/29/20 – COVID-19 impacted future TDC budget. All new TDC requests were cut. Existing beach funding levels retained
- ❖ #6 – Research Viability of Multi-Use Convention/Sports/Community Center
 - Workshop held on February 24, 2020
 - Before moving forward, Council would like to conduct a feasibility study
 - Will bring to Council in the near future for additional consensus on direction/prioritization on a 5-year10-year plan, if desired
- ❖ #7 – Complete Two-Lane Crosstown Connector
 - Proposed two-lane crosstown connector presented and approved by Council on June 1, 2020
 - Received the estimate July 9, 2020. Reviewing and preparing recommendation
 - Item up for consideration on September 8, 2020
 - If approved, project redesign is slated to begin in the fall
- ❖ #8 – Calhoun Avenue Multi-Use Trail – Phase I
 - Enhanced multi-use pathway from community center to Clement Taylor Park
 - This item has been re-advertised; bids are due mid-September
 - The project could be completed in early 2021
- ❖ #8 – Calhoun Avenue Multi-Use Trail – Phase II
 - Community Development completed identification of scope of work
 - Community Development Director and City Manager to determine funding and timing of RFP for design phase
- ❖ #9 – Improve Parking: Explore Options, Garage, and Surface Parking
 - Beach parking zones activated July 1, 2020
 - Free resident beach parking passes are available
 - Paid parking Paid parking revenue is earmarked for future parking solutions
 - Program is freeing up parking spaces for intended use and preventing unintended use
 - Additional business parking will be available in upcoming Zerbe expansion lot (under design)
- ❖ #10 – Beach Renourishment Planning and Schedule
 - 2020 dredging operations provided emergency sand placement of approximately 193,310 cubic yards on Holiday Isle beaches

- Although no immediate and comprehensive renourishment plan is in place, the TDC and BOCC are researching options and is in regular communications with City administration
- ❖ #11 – Improve Communications with Council/Public/Staff
 - Council Task/Project Tracking Report
 - Improved turnaround time for meeting minutes
 - Revamped project management processes
 - Website currently under redesign
 - Website and social media metrics
 - Since October 2019, there were over 369,400 visits to the City of Destin website/over 10,100 likes on Facebook and over 1,400 public engagement posts/160 press releases distributed
- ❖ #12 – Implement Enhanced Signage Control
 - Staff will bring back a report to Council before the end of the year
- ❖ #13 – Develop/Implement Wayfinding Program
 - Community Development finalized draft master plan and is ready for Council review
 - TDC has budgeted some funds for this initiative and staff is coordinating efforts
- ❖ #14 – Update Golf Cart/Low Speed Vehicle Rules
 - This item is slated to be incorporated in the Land Development Code (Chapter 8)
 - LPA met August 20, 2020 and approved the proposed LSV ordinance. The proposed ordinance will be provided to the City Council for review and adoption
- ❖ #15 – Continuity of Streetlights/Conversion to LED
 - Staff has recently completed the City’s first ever GIS-based streetlight inventory
 - Based on current data, 98+% of the City’s inventory is non-LED
 - The PD&E for US98 slated for advertisement in the Fall of 2020 will include a street-lighting evaluation
 - Based on a replacement estimate conversion could approach \$1.2 million for materials and installation (cost-distribution over a 5-year period, \$240,000/year)
- ❖ #16 – Improvement of City’s Gateways
 - This strategic goal is part of the wayfinding master plan
 - Community Development finalized draft master plan and ready for Council review
 - Presentation will be given to Council on 9/8/20
 - Staff is in communication with Mid-Bay Bridge Authority, Okaloosa County and Tourist Development Council for coordination potential funding
- ❖ #17 – Implement a Roadway Striping Program

- Public Works Department has focused its re-striping efforts for FY 20 and FY 21 on collector-class streets only. In the past, City staff has ordered the optional striping and installation of raised pavement markers on local or neighborhood streets when those roadways have been resurfaced. Based on estimates, restriping collector-class streets every 7 years will require approximately \$120,000 to be dedicated each year to keep this pace
- FY 20 Projects – Gulf Shore Drive, Scenic Hwy 98, Dolphin-Regatta Bay, Calhoun Avenue, Sibert Avenue
- ❖ #18 – Provide Board and Committee Training to Members
 - City Clerk and staff is reviewing and revising the City Council and committee appointee orientation process (November 2020 election)
 - The City Attorney currently conducts annual Sunshine and Public Records refresher training with each board/committee
- ❖ #19 – Improve Sidewalks
 - This initiative also includes providing a sustainable funding and planning process, improve ADA access as well as ensure sidewalks meet the LDC requirements
 - During FY 20, approximately 4613 square feet, the equivalent to 1150' of damaged 4' sidewalk, has been removed and replaced
- ❖ #20 – Re-establish Environmental Committee
 - Beach Committee – members consist of staff, committee members, Council, beach vendors, beach safety and law enforcement
 - Met 5/26/20 and 6/30/20 and discussed ideas and areas of concern
 - Will bring Environmental Committee item for discussion at future Council meeting
- ❖ #21 – Enforce Residential Boat and RV Parking Regulations
 - Officers are trained in these regulations and pro-actively seek compliance from residents
 - Code Compliance has issued 19 citations to date in 2020
- ❖ #23 – Regulate Building Height Limits to Six Stories
 - Ordinance 20-22-CN for six story limit and referendum language approved by Council on July 20, 2020

I. Complaint Policy Status & Updates

Human Resources Manager Karen Jankowski informed the Council a draft of the policy was provided to Senior Leaders for their review and recommendations. She then compiled all the inputs from Senior Leaders and provided an updated draft to the City Manager and City Attorney. The policy will be finalized following a legal review of the document.

J. Drones and Kites Status Update

Mr. Zunguze noted that staff is currently drafting an 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, as well as ordinance information they received from other jurisdictions. The City Attorneys will engage the Sheriff's Office legal counsel to obtain their acceptance and support with respect to enforcement protocols. They will bring back recommendations to the City Council possibly by October 2020.

K. Announcements

The Deputy City Manager made the following announcements:

- Wrapping up final details for waterfront constructions at Clement Taylor Park. Staff expects the park to be accessible by end of week
- Staff is coordinating with the founding family for the Ribbon cutting ceremony for the Leonard Destin Park. Staff will announce the date as soon as it is confirmed
- Destin Fishing Rodeo staff would like to move their trailer to the front of the Destin Community Center parking lot. The trailer will be relocated down by AJ's on the Harbor by September 16th.

5. PUBLIC HEARINGS

A. First reading of Ordinance 20-25-CN - Adopting the Fiscal Year 2021 Millage Rate

The City Attorney read proposed Ordinance 20-25-CN by title, and then presented it to the City Council on first reading.

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

The City Attorney announced that the Fiscal Year 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%.

Finance Director Krystal Strickland gave the following presentation:

Ad Valorem – Actual vs Projected

	<u>FY2020</u>	<u>FY2021</u>	<u>Amount of</u>	
	<u>Actual</u>	<u>Projected</u>	<u>Increase</u>	<u>% Change</u>
GF 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>	

Millage and Ad Valorem

Amount payable at Millage of 1.6150

Property Taxable Value

\$100,000 \$161.50

\$400,000 \$646.00

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

Taxing Authority	Tax Rate	Tax Rate	
	2019	2020	
Okaloosa County	3.83080	3.83080	30.6%
School District (combine	6.20600	6.03500	48.2%
NW FL Water Mgmt	0.03270	0.03110	0.2%
Destin Fire District	1.00000	1.00000	8.0%
<i>City of Destin</i>	<i>1.61500</i>	<i>1.61500</i>	<i>12.9%</i>
TOTAL MILLAGE	12.68450	12.51190	
Per \$100,000 Value	\$ 1,268.45	\$ 1,251.19	

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

Councilmember Overdier moved for approval of Ordinance 20-25-CN on first reading adopting a proposed FY 2021 millage rate of 1.6150 mills which is more than the rollback rate of 1.5491 mills by 4.25%; seconded by Councilmember Marler. Motion passed 6-0 (Council members Morgan, Destin, Marler, Overdier, Menchel and Ramswell voted “yes”; Councilmember Braden was absent from the meeting).

B. First reading of Ordinance 20-26-CN – Adopting the Fiscal Year 2021 Budget

The City Attorney read proposed Ordinance 20-26-CN by title, and then presented it to the City Council on first reading.

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

The Finance Director gave the following presentation:

Budget Summary

	ACTUALS	ADOPTED	PROJECTED	PROPOSED	
	2019	BUDGET	ACTUALS	BUDGET	
		2020*	2020	2021	
ALL FUNDS					
Ad Valorem Taxes	7,905,791	8,369,171	8,453,161	8,721,062	
Intergovernmental (Grants)	3,494,078	3,500,132	3,249,924	12,146,470	
Other	6,325,994	6,720,695	6,234,684	6,462,237	
TOTAL REVENUES	17,725,863	18,589,998	17,937,769	27,329,769	A
Operations	11,367,624	14,000,772	13,065,702	14,226,176	
Debt Service	2,327,337	2,392,206	2,540,739	2,389,950	
Capital Outlay	839,398	2,735,180	1,624,131	18,564,808	
TOTAL EXPENDITURES	14,534,359	19,128,158	17,230,572	35,180,934	B
Net change in fund balance	3,191,504	(538,160)	707,197	(7,851,165)	A-B
Beginning fund balance	21,401,440	24,592,944	24,592,944	25,300,141	
Ending fund balance	24,592,944	24,054,784	25,300,141	17,448,976	

*includes prior year encumbrances rolled forward

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 Heritage 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 Kelly	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

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

Councilmember Menchel moved to adopt Ordinance 20-26-CN on first reading to provide for a balanced budget for FY 2021 and schedule the second reading for September 21, 2020; seconded by Councilmember Marler. Motion passed 6-0 (Council members Morgan, Destin, Marler, Overdier, Menchel and Ramswell voted “yes”; Councilmember Braden was absent from the meeting).

- C. CORE Engineering & Consulting on behalf of Old Town Cottages Development LLC; Brad Shoults, is requesting approval of a Planned Unit Development and Major Subdivision identified as “Southern Oaks.” The proposed single-family subdivision includes 8 lots and associated infrastructure improvements. The proposed project is generally located south of Calhoun Avenue, addressed as 138 and 146 Calhoun Avenue. Property can also be identified by Okaloosa County Property Appraiser’s Parcel I.D. numbers 002S220310000D072B and 002S220310000D0720. The total site area is 1.43 acres, more or less.

The City Attorney sworn in the following individuals for testimony:

Joe Bodi, Engineering Assistant II
Samantha Brisolaro, City Planner
Curtis Gwin, applicant

At this time, the City Attorney asked the members of the Council to reveal any ex-parte communications they have had regarding this project. Hearing none, the City Attorney turned the matter over to the Land Use Attorney.

Mr. Curtis Gwin, representing the applicant, requested approval of the project identified as “Southern Oaks.” The proposed single-family subdivision includes 8 lots and associated infrastructure improvements.

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

Ms. Marcie Bell, a Destin resident stated that this is a responsible development and that she supports it.

Ms. Teresa Hebert, a Destin resident, expressed her support of the development stating that it will be a good addition to the Calhoun area.

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

At this time, the Land Use Attorney requested that the staff report and all attachments be entered into the record as the City’s Composite Exhibit A.

Having no objections from the applicant, the staff report and all attachments are entered into the record as the City's Composite Exhibit A.

Councilmember Marler moved to approve the Planned Unit Development and Major Subdivision identified as "Southern Oaks" with the following conditions of approval:

- 1) Construct 5-foot sidewalks on both sides of the private street,**
- 2) Reduce the turning radius of the Calhoun Avenue intersection to 15 feet,**
- 3) Any protected tree located outside of the principal structure area which is removed shall be replaced with an indigenous tree meeting the minimum planting requirements.**

Councilmember Overdier provided a second to the motion. Motion passed 6-0 (Council members Morgan, Destin, Marler, Overdier, Menchel and Ramswell voted "yes"; Councilmember Braden was absent from the meeting).

6. CONSENT AGENDA

- A. Miscellaneous Stormwater Maintenance Services, authorization to award and execute Contract
- B. Miscellaneous Road Striping Services, authorization to award and execute contract
- C. Draft minutes of standing board/committee meetings
- D. Miscellaneous Concrete Services, authorization to renew contract
- E. Information Sharing Access Agreement, Flood Insurance Information
- F. Special Magistrate for Code Compliance Proposed Contract for Casey P. Waterhouse
- G. Extensions 20 and 21 to the Amended COVID-19 Declaration of State of Emergency
- H. Resolution 20-15 - Authorization to renew FDOT Right-of-Way Maintenance Agreement with Ferrovia Services Infrastructure, Inc.

Councilmember Marler moved for approval of Consent Agenda items 6A thru 6H, as printed above; seconded by Councilmember Destin. Motion passed 6-0 (Council members Morgan, Destin, Marler, Overdier, Menchel and Ramswell voted "yes"; Councilmember Braden was absent from the meeting).

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

- A. Councilmember Braden
- B. Councilmember Ramswell
 - 1) Dredging Report

Councilmember Ramswell recommends reaching out to the Dredge Company that performed the dredging of Norriego Point to possibly obtain a dredge report that would show the amount of sand placed on Norriego Point as well as the amount of sand placed on private property owner's parcel.

- 2) Status of Norriego Point right-of-way road

Councilmember Ramswell stated that she previously pointed out that Pointe One/Point Mezzanine, LLC would build the right-of-way road for the City as part of their development order; however, she later learned that the Norriego Point dedication actually states that the County would build and maintain that Gulf Shore Drive extension. She asked staff to provide status as soon as possible.

According to Mr. Zunguze, City staff is currently reviewing this issue; adding they would have to consult with the City Attorney to make sure they avoid any complication with the current Point Mezzanine application.

3) Playground at Morgan Sports Center

Councilmember Ramswell noted she received some complaints from citizens about rusty spots, rusty nails, and very sharp edges on some of the playground equipment at Morgan Sports Center. She asked staff to investigate this matter to make sure no one gets hurt.

4) Adopt-A-Street Program

Councilmember Ramswell noted they used to have an Adopt-A-Street Program with very organized gathering and collection points throughout the year. It was well attended by citizens coming together to do something for the City. Suddenly, the program has ceased to exist. She asked what steps need to be taken to bring back this initiative.

Public Services Director Michael Burgess explained that they tried to reach out to many of the volunteer groups that have participated through the years to see if they want to continue to participate in the program. Some of the groups they were able to contact replied affirmatively. He continued that they also recorded a public service announcement last year soliciting participation into the program and put it up on the City's Facebook page and YouTube and came up with very disappointing results.

Councilmember Menchel noted that he and former Council member Jim Wood were perhaps the two longest serving people on the Adopt-A-Street Program. The format of the program was changed from having a dedicated day – usually on a Saturday morning – for all the volunteer groups to meet at City Hall to obtain the necessary supply and then disperse to conduct the cleanup. He added that the program probably fell apart when the City switched to an honor system where each individual group conducts the cleanup at their leisure.

Councilmember Ramswell stated that the City's Public Information Manager has done such an excellent job with the City's public relations and marketing, and that she sees this as something she could really market well and get many people interested.

The Deputy City Manager stated that staff would look at how they could reinvigorate this program and bring that information back to Council at a future meeting.

5) Haas Survey

Councilmember Ramswell noted that the most recent survey is driven towards economic data which heavily involves tourists and visitors. She recommends doing something similar to obtain feedback from the residents.

6) Norriego Point Survey Status

Councilmember Ramswell announced they recently received a survey which incorporated the end of Norriego Point; but they are still missing the second part of that survey. She also pointed out that the parcel numbers are incorrect on the survey that was just completed, which was disconcerting to her especially when they are paying to get a professional survey done to make sure all the elements in it are correct.

Mr. Burgess noted he had already contacted the surveyor to have him correct the error on the survey.

D. Councilmember Menchel

1) Enclave Condominium Foliage (Project Task Tracking Atty-003)

Councilmember Menchel noted that in addition to the presentation they had at the last Council meeting on this subject, they have also received numerous emails from citizens complaining about this issue. He pointed out that a copy of the court document has been included in their agenda packet. It shows that emergency motion number 6 clearly states that the foliage was trimmed down after the accident. The denial was to remove the foliage; not to cut the foliage. The City had been put on notice several times in public and by email that there is a site problem which is an extreme public safety issue. They should be able to draft a statement to not remove the foliage but work in conjunction with the Enclave to trim it back.

The City Attorney explained that the Enclave trimmed the foliage back, but it was not approved by the court. It came to the Enclave's attention that the plaintiff planned to use it as evidence against the Enclave. That was the reason the Enclave filed a motion to remove all the foliage because the plaintiff is trying to demonstrate that the City and/or the Enclave has control over the subject area, which is the nature of the dispute. He continued they specifically asked the City's special counsel Bill Warner if cutting the foliage is something he would recommend to the City. Mr. Warner is not in favor of such action. He added they have a mediation scheduled on September 29th. Mr. Warner is optimistic that the entire issue will be resolved, and to include in the agreement who will maintain the subject area moving forward. Since it will be done outside the court's purview, there will be no possible evidentiary issue that can be used against the City because the City will also obtain general releases as part of any negotiated settlement. The negotiated settlement will be brought back to Council at an executive session for further discussion. He added that the Enclave and the City are both agreeable to cutting the foliage; but the plaintiff has stated in a hearing that if such action is taken, then the plaintiff will use that evidence against the City or the Enclave at trial. He also added that Mr. Warner's concern is not limited to this case, but there are other similarly situated parcels throughout the City. If the City's starts demonstrating control on this parcel, the City also puts itself at risk to all those other parcels when Mr. Warner's position is there is specific language in the Land Development Code

that exempts it and takes it away from the City's control and puts it on the homeowners' associations.

2) Airport Road Construction Update

Councilmember Menchel announced that since their last Council meeting, there has been a vehicle that flipped over on Airport Road resulting in more emails coming to the City asking the Council to take some action. He announced that based on the current information they received; it will be around November/December time frame before FDOT starts construction on Airport Road.

3) Third Party Review Anchors Smith Grimsley (ASG) Investigation

Councilmember Menchel noted that ASG has conducted an internal investigation. When it first started, the City Manager informed the Council that ASG has agreed to pay for another third-party investigator if the City decides to pursue it.

According to the City Manager, he initially contacted Mr. Anchors of ASG who stated that if the Council was not satisfied with the result of the original internal review, his firm would pay for the cost of another review.

Councilmember Menchel moved to contract with Ms. Barbara Peterson to conduct another third-party review of the ASG investigation and direct the City Manager to coordinate matters with ASG and accept their offer to pay for the cost of the review. Councilmember Ramswell provided a second to the motion.

Councilmember Overdier pointed out that ASG has already hired what other consider a distinguished lawyer to conduct a third-party interview. He feels that a thorough and complete investigation has been conducted and has exonerated anyone from any wrong doings; and that conducting another third-party investigation is not going to prove anything.

Councilmember Menchel pointed out that the investigator did not even contact the complainant; or Councilmember Ramswell who was named as the point of contact in the complaint document for any input. He stated that another third-party investigator could at least review the investigative report for completeness.

Councilmember Morgan noted he read an email from the complainant stating he had contacted the attorney that conducted the review.

Councilmember Ramswell clarified that she has nothing to do with filing a complaint.

Councilmember Morgan stated he is satisfied with the result of the review that has been conducted.

The Mayor called for a vote on the motion which fails 1-5 (Councilmember Menchel voted "yes"; Council members Morgan, Destin, Marler, Overdier and Ramswell voted "no"; Councilmember Braden was absent from the meeting).

4) Complaint Process Update

Councilmember Menchel complimented staff for all their hard work on this issue.

5) Letter of Counseling

Councilmember Menchel stated that one of the most effective management practices is to discuss any performance issue with an employee privately, not publicly. The Council has hiring and firing authority over their attorneys and the City Manager. He does not believe any of the Council members should air any criticism of the City Manager publicly; rather, they should have the opportunity to discuss it privately with the City Manager. Each of them should be able to address any performance issue in written form and provide it to the City Manager and place a copy in his personnel file without having to bring it before the City Council. He also stated that he disagrees with their labor attorney's assessment that each member of the Council has the authority to write appraisal, but they do not have the authority to privately write up a counseling report.

Councilmember Menchel moved to allow a member of the Council to use a counseling report to document performance issues and correct the action of any City employees which the Council has the ability to hire and fire without having to present that issue to the rest of the Council. Councilmember Marler provided a second to the motion.

Councilmember Destin stated that any Councilmember who is dissatisfied with the City Manager or the City attorneys' performance could simply send an email documenting their complaint to them. If the issue is not corrected, the Councilmember could then bring up the issue before the rest of the Council who could then take the necessary action, be it a reprimand or a termination of employment. He added they have seven elected members of the Council who are required to handle this type of issue in a transparent manner.

Councilmember Menchel explained that that the purpose of a counseling report is not to simply build a case to fire an individual. It also allows a manager to talk to their employee and express the seriousness of the situation. Sometimes a counseling report serves as a motivation for corrective action.

Councilmember Ramswell asked about the annual evaluation process for the City Manager.

The City Attorney explained that the annual evaluation and mid-year evaluation processes are unique and treated differently because in the City Manager contract with the City, the City is required to conduct these evaluations. The Council also adopted a resolution that outlines the steps involved in this process.

Councilmember Morgan stated that he has always operated under the assumption that the City Manager is not his employee as an individual, but an employee of this Council as a body. If the City Manager is not comfortable doing something that an individual Council member has asked for personally, the City Manager should be able to bring it before the Council for direction.

The Mayor calls for a vote on the motion, which fails 1-5 (Councilmember Menchel voted “yes”; Council members Morgan, Destin, Marler, Overdier and Ramswell voted “no”; Councilmember Braden was absent from the meeting).

6) Update on Development Order information to be provided to Council

7) OCSO Request for increased traffic enforcement on Airport Road

Councilmember Menchel noted that prior to the pandemic, an extensive traffic enforcement program has been instituted on Airport Road. He asked for an update on the enhanced traffic enforcement on Airport Road.

Capt. Howell of the Sheriff’s Office stated that he ran the data for Airport Road from January 1st thru August 10th of 2018, 2019 and 2020. They had 35 crashes on Airport Road in 2018, 31 crashes in 2019, and 16 crashes so far in 2020, which shows their enforcement efforts are paying off. To make sure that the decrease was not due to the pandemic and having less cars on the street, he also compared minors in possession of alcohol cases using the same time frame. The numbers mirrored each other over the similar time frame in 2018, 2019 and 2020.

8) OCSO notifications to City Manager/Council

Councilmember Menchel noted that on other non-routine issues such as shooting and drowning incidents, Capt. Howell’s predecessor used to routinely provide that information to the City Manager and the City Manager provided it to the Council. The Council wants to know about these issues before they read about them in the newspaper.

Capt. Howell stated this is still being done, but they have to take precaution on how the information is released to make sure they provide accurate details and that pertinent individuals have been made aware of the situations before they are released.

9) Temporary Welcome Signs (made inhouse) update

Councilmember Menchel inquired as to the status of the temporary welcome signs and using the blue Adopt-A-Street signs which he previously recommended.

Public Services Director Michael Burgess noted they have created a preliminary design for the temporary Welcome to Destin signs and forwarded the design to the Community Development Department for review to determine how it conforms to the Family of Signs. They estimate a cost of \$250 to \$350 for each 26 x 48 sign. As soon as they receive concurrence from Community Development Department, they could have the design manufacturer polish the design.

10) Update on Cares Act Funding

Councilmember Menchel asked for an update on Cares Act Funding.

According to Grants/Program Manager Jeffrey Cozadd, they would be bringing an agreement to the Council for the next meeting that would cover the Cares Act Funding from the County. They have a list of future expenditures for which they would ask for reimbursement from the County.

11) Harbor Capacity Study

Councilmember Menchel requested an update on the Harbor Capacity Study.

Community Development Director Louis Zunguze noted that their survey proposal is being reviewed the Office of Project and Management in Washington DC and that they expect a response within the next two weeks. The committee appointed by the Council will then review the survey for distribution early in the spring next year.

12) Update by City Attorney on Section 3.09 of the City Charter (Vacancies, forfeiture of office, filling of vacancies)

Councilmember Menchel requested an update from the City Attorney on his efforts related to Section 3.09 of the City Charter.

The City Attorney stated that necessary documents are currently being assembled. A final report should be finalized and submitted to the Attorney General within the next two weeks.

E. Councilmember Overdier

F. Councilmember Marler

1) Reconfiguration of 1st and 4th Street Intersection

Councilmember Marler discussed the line of sight problem that exist because of the way this particular intersection is configured and the plan to eliminate that problem.

Mr. Burgess noted that staff has contacted its continuing services contractor Baskerville-Donovan for a scope of work and a quote to perform the surveying and design of the intersection, and they provided an estimate of \$23,025. The construction cost will be determined once they complete the design.

Councilmember Marler moved for the City to hire Baskerville-Donovan to perform the survey and design for the intersection; seconded by Councilmember Ramswell.

Councilmember Menchel asked if this project has been put out for competitive bidding.

According to the City Attorney, the City can use its continuing services contractor as long as the project does not reach the monetary threshold. He would need to check the statute to determine the monetary threshold for this type of project.

Councilmember Marler withdrew his motion on the floor and asked that the item be continued to the next meeting.

Next, Councilmember Marler addressed an earlier request from Mr. Mike Buckingham to direct City staff to prepare an amendment to the Land Development Code to allow High End RV Resorts as a conditional use in the CMU-V zoning district in Destin.

Councilmember Marler moved to amend the Land Development Code to allow Short-Term Rental RV resort at CMU-V zoning district, and that no long-term rentals at the RV resort will be allowed; seconded by Councilmember Menchel. Motion passed 6-0 (Council members Morgan, Destin, Marler, Overdier, Menchel and Ramswell voted “yes”; Councilmember Braden was absent from the meeting).

G. Councilmember Destin

H. Councilmember Morgan

1) Sunday parking at Marler Street lot

Councilmember Morgan moved to waive parking fees at Marler Street Parking Lot on Sunday until 1:00 PM; seconded by Councilmember Overdier. Motion passed 6-0. (Council members Morgan, Destin, Marler, Overdier, Menchel and Ramswell voted “yes”; Councilmember Braden was absent from the meeting).

I. Mayor Gary Jarvis

J. Land Use Attorney

K. City Attorney

8. PUBLIC COMMENTS

ADJOURNMENT:

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

Gary Jarvis, Mayor

ATTEST:

Rey Bailey, City Clerk

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: October 5, 2020

TYPE OF AGENDA ITEM: Presentation

TO: City Council

THRU:

FROM:

DATE:

SUBJECT: Certificate of Achievement - William Ellison, Code Compliance Officer

I. BACKGROUND:

On Wednesday, September 16, 2020 during Hurricane Sally's high winds and rising waters, Code Compliance Officer Ellison was flagged down and informed that an elderly couple's home was being flooded with them inside. Officer Ellison was informed the couple suffered medical conditions which rendered them unable to evacuate on their own accord. Without hesitation, during high winds and rising waters, Officer Ellison exited his vehicle and sprang into action. Officer Ellison, reached the elderly couple rendered assistance to the couple by evacuating them to safety from the flooding area and high winds.

Code Compliance Officer William Ellison's actions bring great credit upon himself, to Compliance Department, and the City of Destin.

II. DISCUSSION:

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

III. CONCLUSION:

IV. RECOMMENDED MOTION:

Attachments:

1. Certificate of Achievement - Ellison

Certificate of Achievement



This certificate is awarded to

William Ellison

For his life saving courage under pressure; assisting an elderly couple during high winds and flooding due to Hurricane Sally; rendering aid and pulling them to safety while on compliance patrol. His actions brings credit upon himself, Code Compliance Department, and the City of Destin.



Gary Jarvis, Mayor, City of Destin

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: October 5, 2020**TYPE OF AGENDA ITEM:** City Manager Report

TO: City Council**THRU:** Krystal Strickland, Finance Director
Kyle Bauman, City Attorney
Webb Warren, Deputy City Manager
Lance Johnson, City Manager**FROM:** Karen Jankowski, HR Manager**DATE:** 8/20/2020**SUBJECT:** Discussion - Updates to Ordinance 109, Section 35, Vacation Leave

I. BACKGROUND: Ordinance 109 Personnel Rules & Regulations, Section 35 - Vacation Leave

Each year, all employees with Vacation Leave balances over 160 hours must use the excess hours by December 31st, or the excess hours are forfeited. To be competitive with the surrounding municipalities and sympathetic to the effects of the pandemic, Human Resources (HR) staff surveyed seven neighboring organizations.

II. DISCUSSION: To be competitive with the surrounding municipalities and sympathetic to the effects of the pandemic, Human Resources (HR) staff surveyed seven neighboring organizations. The survey data ranged from 240 hours to no vacation leave caps.

Upon further review of Section 35, vacation leave, HR staff also found conflicts with advance notice of leave requirements.

The Personnel Rules and Regulations were originally implemented through the adoption of Ordinance 109 and has been subsequently amended through a series of Ordinances. Staff proposes to again modify the Personnel Policy and Procedures through an ordinance specifying that:

- Any requests for four (4) consecutive days or longer of vacation leave shall be made at least two (2) weeks in advance of actual use. Currently, only

one (1) week advance notice is required.

- In the event that extenuating circumstances exist preventing the employee from providing the requisite two (2) weeks notice, the City Manager has discretion to grant or deny the request due to those extenuating circumstances.
- The maximum amount of annual leave which can be carried over from one (1) calendar year to the next be increased from twenty (20) days to thirty (30) days.

Currently, 6 out of 82 (7.3%) of employees have balances exceeding twenty (20) days and will be positively impacted by this policy.

Vacation hours are paid out to employees when they leave employment of the City in good standing. The time required to recruit a replacement most often takes 30 days or more, so the net effect on budget is negligible.

A. Link to Strategic Goals / Objectives: FINANCIALLY SOUND CITY PROVIDING SERVICE VALUE

B. Effect on Budget (EOB): There is no effect on budget during the career of the employee. When an employee departs in good standing, the net effect on the budget would depend on the timing of recruiting a replacement, and most often the effect on budget of departures is positive.

C. Level of Service (LOS): By Council's approval of the increase of annual carry over vacation leave, the City will be in line with peer organizations as well as show support to our dedicated staff during this pandemic.

III. CONCLUSION: Adoption of an Ordinance consistent with the above bulleted provisions will make the City more competitive in hiring and retaining employees.

IV. RECOMMENDED MOTION: I move that City staff schedule the draft Ordinance amending the City's Personnel Rules and Regulations for first reading as soon as possible.

Attachments:

1. DRAFT - Ordinance No 109.10 - Amended Personnel Rules and Regulations

ORDINANCE NO. 109.10

AN ORDINANCE OF THE CITY OF DESTIN, FLORIDA, PROVIDING FOR AMENDMENT OF ORDINANCE 109, AS AMENDED, PERSONNEL RULES AND REGULATIONS, PROVIDING FOR AUTHORITY; PROVIDING FOR FINDINGS OF FACT; PROVIDING FOR AMENDMENT TO SECTION 35.1, SCHEDULING OF VACATION LEAVE; PROVIDING FOR AMENDMENT TO SECTION 35.3, CARRY-OVER OF ANNUAL LEAVE; PROVIDING FOR CONFLICTING PROVISIONS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

SECTION 1. AUTHORITY.

The authority for the enactment of this ordinance is Article I, Section 1.01 of the City Charter and Section 166.021, Florida Statutes.

SECTION 2. FINDINGS OF FACT.

WHEREAS, the City Council has previously adopted Ordinance Number 109, providing for the City of Destin's Personnel Rules and Regulations; and

WHEREAS, the City Council has subsequently amended Ordinance Number 109 and the City's Personnel Rules and Regulations through the passage of Ordinances 129, 109.1, 109.2, 109.3, 109.4, 109.5, 109.6, 358, 109.7, 120, 109.8, and 109.9; and

WHEREAS, the City Council has determined that to optimally provide for the health, safety, and welfare of its citizens, it must ensure that the City of Destin's Personnel Rules and Regulation is competitive with surrounding and similar governmental agencies; and

WHEREAS, the City Council has determined that extended leave of staff members for vacation leave requires at least two weeks of advance notice so that department heads and other personnel may plan for that staff member's absence; and

WHEREAS, the City Council recognizes that certain situations may preclude an employee from providing the requisite two weeks of advance notice and that in those situations the City Manager should have discretion to approve or deny the request; and

WHEREAS, the City Council has determined that, to remain competitive with surrounding and similar governmental agencies, it should increase the maximum annual leave which may be carried over from one calendar year to the next from twenty (20) days to thirty (30) days; 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 City of Destin's Ordinance 109, As Amended, Personnel Rules and Regulations, that have been skipped and remain unchanged.**

SECTION 3. AMENDMENT TO ORDINANCE 109, AS AMENDED, PERSONNEL RULES AND REGULATIONS, SECTION 35.1 ENTITLED "SCHEDULING."

Section 35.1 of Ordinance 109, as amended, is hereby amended as follows:

SECTION 35 Vacation Leave

SECTION 35.1 Scheduling

Request for four (4) consecutive days or longer of vacation leave shall be made at least ~~one (1) week~~ two (2) weeks in advance of actual use. An employee wishing to use vacation leave shall submit Request for Leave to his/her Department Head for approval. Without prior approval, the leave may be charged as unauthorized absence at the discretion of the supervisor and may be subject to disciplinary action against the employee. If two (2) employees within the same department request vacation coinciding and it is determined to be a burden upon the department, seniority may be used.

If an employee provides less than two (2) weeks' notice of that employee's intention to request four (4) or more consecutive days of vacation leave, then the City Manager shall consult with the employee's Department Head and shall have discretion, but is not required, to grant the request upon finding that extenuating circumstances exist that precluded the employee from providing the requisite two weeks' notice.

To avoid scheduling conflict within the same department, employees are encouraged to follow the guidelines as set forth above.

Vacations shall be scheduled with as much consideration as possible for the desire of the employee. However, maintenance of service, adherence to schedules and approved leave for co-workers may restrict the scheduling of vacations. Holidays occurring while an employee is on vacation shall not be charged against vacation time.

SECTION 4. AMENDMENT TO ORDINANCE 109, AS AMENDED, PERSONNEL RULES AND REGULATIONS, SECTION 35.3 ENTITLED “CARRY-OVER OF ANNUAL LEAVE.”

Section 35.3 of Ordinance 109, as amended, is hereby amended as follows:

SECTION 35 Vacation Leave

SECTION 35.3 Carry-Over of Annual Leave

It is the intent of these policies that all employees take their vacations yearly. Department Heads should make every effort to ensure that his/her employees receive a vacation, if earned.

If a Department Head or an employee is not afforded the opportunity to use annual leave or is refused the time for leave, the excess shall be carried in the employee’s annual leave account.

An employee shall not be paid for earned annual leave in lieu of taking such leave during any calendar year unless it is demonstrated that it is in the best interest of the City and must be recommended by the Department Head or City Manager and approved in advance by the City Council.

The maximum amount of annual leave which can be carried over from one calendar year to the next is ~~twenty (20)~~ thirty (30) days.

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 provisions, 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 Attorney for the City of Destin, only.

Rey Bailey, City Clerk

Kyle S. Bauman, City Attorney

First Reading: _____

Second Reading: _____

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: October 5, 2020

TYPE OF AGENDA ITEM: City Manager Report

TO: City Council

THRU: Wen Livingston, Library Director
Matthew Pace, IT Manager
Krystal Strickland, Finance Director
Lance Johnson, City Manager

FROM: Jeffrey Cozadd, Grants Manager

DATE:

SUBJECT: IMLS Cares Act Grant - Destin Library

I. BACKGROUND: The city of Destin submitted an Institute of Museum and Library Services Cares Act grant application on June 12, 2020.

This grant application request was for funding that would support the library with technology designed to respond to the coronavirus pandemic by offering a variety of new services that assist patrons and staff with minimizing personal interactions and increase on-site internet access. This project addressed the challenges that the Destin Library faces due to COVID-19 with technology upgrades that will allow the library to improve our service to the community while maintaining the highest level of health safety for our patrons and our staff.

The City of Destin was notified by email on September 22, 2020 that the application was approved and fully funded. The grant award amount is \$75,272.

The application contained funding requests for:

The technology upgrade includes the following items • Envisionware self-service tablet checkout (or equivalent) station with 6 Samsung Galaxy tablets with Wi-Fi internet connections, installation, 3-year software license and professional services • Bibliotheca (or equivalent) Radio frequency identification device (RFID) self-service kiosk, staff workstations, inventory device, gates, and mobile library checkout app for smartphones

II. DISCUSSION: Destin Library will offer a variety of new services that assist patrons and staff with minimizing personal interactions and increasing on-site

internet access. Technology upgrades include a self-service tablet checkout station housing six Samsung Galaxy tablets with Wi-Fi internet connections, installation, three-year software license, and professional services, as well as a radio frequency identification device self-service kiosk, staff workstations, an inventory device, gates, and mobile library checkout app for smart phones. These services will address the need for the library to supply computer and internet access and maintain the social distancing guidelines for the personal health and safety of its patrons.

A. Link to Strategic Goals / Objectives: Objective 4A - Enhance the City's recreational and educational opportunities.

B. Effect on Budget (EOB): This project is in the FY2021 adopted budget as LB001 using general fund money. Staff are pleased to present the attached budget amendment to increase (I) Federal Grant revenue and to decrease (D) the amount of general fund money used for project LB001.

There may be some minor expenses associated with upgrades to the infrastructure in order to fully implement and utilize the equipment. These costs are unknown but are expected to fit within the current adopted FY2021 budget.

C. Level of Service (LOS): increased level of service

III. CONCLUSION: Staff requests that council vote to accept this grant award.

Grant period begins October 1, 2020 and concludes September 30, 2022.

IV. RECOMMENDED MOTION: I move that we accept the IMLS Cares Act grant award for the City of Destin Library and adopt Resolution 20-26, amending the budget accordingly.

Attachments:

1. Resolution 20-26 - Budget Amendment for IMLS CARES Act Grant
2. Exhibit "A" to Resolution 20-26 - 2020 1001 imls grant budget amendment
3. Notice of Award
4. Award Letter 1
5. Award Letter 2

RESOLUTION 20-26

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DESTIN AMENDING THE FISCAL YEAR 2021 BUDGET AS DESIGNATED IN THE ATTACHED EXHIBIT “A,” DESCRIBING AMENDMENTS NECESSARY TO ACCOMMODATE THE CITY’S RECEIPT OF THE IMLS CARES ACT GRANT AND CORRESPONDING EXPENDITURES ASSOCIATED WITH THE GRANT AWARD

WHEREAS, the City of Destin, Florida (the “City”) has adopted its Fiscal Year 2021 Budget (the “2021 Budget”) through the adoption of Ordinance Number 20-26-CN; and

WHEREAS, the City Council of the City has determined that it is in the public’s best interest to amend the 2021 Budget in accordance with the attached City of Destin Budget Amendment Form, attached hereto as Exhibit “A,” which describes amendments necessary to accommodate the City’s receipt of the IMLS CARES Act Grant and corresponding expenditures associated with the grant’s receipt.

NOW, THEREFORE, BE IT RESOLVED:

Section 1. The 2021 Budget is hereby amended as described in Exhibit “A.”

Section 2. This Resolution shall take effect immediately upon adoption by the City Council.

ADOPTED THIS 5TH DAY OF OCTOBER 2021

Gary Jarvis, Mayor

ATTEST:

Rey Bailey, City Clerk

CITY OF DESTIN Budget Amendment Form

Fiscal Year 2021
 Period 1
 Ref 1 BUA
 Ref 2 ADJ

Short Description GRANT AWARD
 Effective Date 10/1/2020
 Budget Year Code 1

Entity Code 1
 Amendment Type* 2
 Budget Projection Inclusion One Time

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

ORG	OBJECT	PROJECT	LINE DESCRIPTION	(I)ncrase (D)ecrease	AMOUNT	CURRENT AVAILABLE BUDGET	REVISED AVAILABLE BUDGET
305300 CAPITAL PROJECTS	331304 CARES/IMLS GRANT	LB001	IMLS CARES ACT GRANT	I	\$ 75,272.00	\$ -	\$ 75,272.00
305300 CAPITAL PROJECTS	381305 TXFRS IN FROM GF		TXFR GENERAL FUND TO SPECIAL CIP	D	\$ 75,272.00	\$ 2,421,200.00	\$ 2,345,928.00
30557331 FEDERAL FUNDED	564090 TECH HARDWR/SOFTWR	LB001	IMLS CARES CAPITAL EXPENDITURES	I	\$ 75,272.00	\$ -	\$ 75,272.00
30558500 GF FUNDED CIP	565000 CAPITAL PROJECT	LB001	GF FUNDED CAPITAL PROJECT	D	\$ 75,272.00	\$ 76,200.00	\$ 928.00

Created by: _____
 Entered by: _____
 Approved by: _____

Initials _____
 Date _____

Note
 Replace General Fund expenditure with
 Federal Grant

Official Award Notification for Grants and Cooperative Agreements

Institute of Museum and Library Services

Action Taken: Award

Date of Action: 9/17/2020

Award Date: 9/17/2020

FEDERAL AWARD INFORMATION

Federal Award ID Number (FAIN)	CAGML-247804-OMLS-20
Award Recipient	City of Destin For: Destin Library
Award Recipient DUNS	364637595 TIN: 592480854
Award Period	10/1/2020 - 9/30/2022
CFDA Number	45.312 National Leadership Grants
Does the award support research and development?	No
Project Title	Destin Library Covid-19 Grant
Project Description	Destin Library will offer a variety of new services that assist patrons and staff with minimizing personal interactions and increasing on-site internet access. Technology upgrades include a self-service tablet checkout station housing six Samsung Galaxy tablets with Wi-Fi internet connections, installation, three-year software license, and professional services, as well as a radio frequency identification device self-service kiosk, staff workstations, an inventory device, gates, and mobile library checkout app for smart phones. These services will address the need for the library to supply computer and internet access and maintain the social distancing guidelines for the personal health and safety of its patrons.
Grant Program and Office	CARES Act Grants for Museums and Libraries, Offices of Museum and Library Services (collaborations)

AWARD AMOUNTS

Funds Obligated by this Action	\$75,272.00
Total Outright Award Amount	\$75,272.00
Total Cost Share	\$0.00
Total Project Costs	\$75,272.00
Indirect Cost Rate	0.00%

RECIPIENT CONTACTS

Role	Name	Affiliation
Authorizing Official	M. Lance Johnson(LanceJohnson) ljohnson@cityofdestin.com	City Manager City of Destin
Grant Administrator	M. Jeff Cozadd(JCozadd) jcozadd@cityofdestin.com	Project/Grants/Contracts Manager City of Destin
Project Director	M. Wen Livingston(WLivingston) wlivingston@cityofdestin.com	Library Director City of Destin

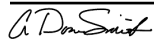
REMARKS

1. The Institute of Museum and Library Services (IMLS) provides this grant support pursuant to 20 USC § 9101 et seq.
2. The award is made in support of the purposes set forth in the original application or, if noted in the special terms and conditions of the award, in a revised plan of work that has been approved by IMLS program staff.
3. The administration of this grant and the expenditure of grant funds are subject to any special terms and conditions of this award, which may be attached as additional pages of the award notification, and the General Terms and Conditions for IMLS Discretionary Grant and Cooperative Agreement Awards. The latter document incorporates by reference the uniform administrative requirements, cost principles, and audit requirements for Federal awards promulgated by the Office of Management and Budget.
4. The first request for payment will indicate the grantee's acceptance of the award.

AWARDING OFFICIAL

Official Award Notification for Grants and Cooperative Agreements

Institute of Museum and Library Services



Anthony Smith

Associate Deputy Director of Library Services



September 24, 2020

CAGML-247804-OMLS-20

Congratulations! We are delighted to confirm that your organization has been selected to receive a FY2020 CARES Act Grants for Museums and Libraries award.

This year we received 1,701 applications requesting \$409,251,399. Of these, we selected 68 projects to receive funding totaling \$13,800,000. IMLS's peer reviewers evaluated all eligible and complete grant applications, assessing the merit of each proposal and its fit with the goals of the grant program. IMLS staff presented this information to the IMLS Director, who then made the final funding decisions.

The important documents and information you will need to manage your award are available to you through eGMS Reach as follows.

Documents Tab

- **Official Award Notification for Grants and Cooperative Agreements** This document verifies important information about your award, including the people designated as the Project Director and the Authorizing Official; the Federal Award Identification Number (FAIN); the dollar amounts of the award and the cost share, if any; the indirect cost rate; and the start and end dates of the period of performance.
- **Approved Budget** This document is the official budget for your project. Changes to it will be subject to the limitations set forth in [General Terms and Conditions for IMLS Discretionary Grant and Cooperative Agreement Awards for Awards Made After July 1, 2020](#).
- **Reviewer Comments.** These are the comments and scores assigned by the peer reviewers who evaluated your application. Please visit the [Reviewer Resources](#) page of the IMLS website and look under your grant program's name for more information about the review criteria and scoring.

Forms & Reports Tab

- **Reporting Schedule.** This document lists the due dates for your performance and financial reports. You are responsible for submitting your reports according to this schedule.

GETTING STARTED

Here is what you need to do right away.

- Make sure your [SAM](#) registration is current and that the associated banking information is accurate. This is how IMLS transfers funds to your institution.
- Read the [General Terms and Conditions for IMLS Discretionary Grant and Cooperative Agreement Awards for Awards Made After July 1, 2020](#). This document contains important information about complying with the terms of your award. Please read all this information carefully.
- Access the [Grantee Communications Kit](#). This kit provides guidance for fulfilling your requirements to acknowledge IMLS and for spreading the word about your project.
- Bookmark and become familiar with the [Grant Administration](#) page on the IMLS website. This is where you will find [resources for using eGMS Reach](#) as well as forms and instructions needed to prepare reports.

If you have any questions after reviewing these materials, please get in touch with Jill Connors-Joyner, Program Officer, at jconnors-joyner@imls.gov.

Congratulations once again on your award. All of us at IMLS are pleased to support your work and look forward to following the progress of your project.

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To: Wen Livingston <wlivingston@cityofdestin.com>, Jeff Cozadd <jcozadd@cityofdestin.com>, Lance Johnson <ljohnson@cityofdestin.com>, grantsadmin@imls.gov, jconnors-joyner@imls.gov

CC:

Sent by: Jill Connors-Joyner <jconnors-joyner@imls.gov>

Subject: IMLS CARES Act Grants for Museums and Libraries Application
CAGML-247804-OMLS-20

Body:

Congratulations! It gives us great pleasure to notify you that your organization has been selected to receive a FY2020 CARES Act Grants for Museums and Libraries award for application CAGML-247804-OMLS-20.

You may access your award letter, official award notification, approved budget, reporting schedule, and other related documents through eGMS Reach, IMLS's online electronic grants management system.

We have established an eGMS Reach account for you. If this is your first time to use eGMS Reach, please visit <https://grants.imls.gov/Reach/>. Click **Sign in Help**, and on the next screen, choose "I'm a new user and need to pick my password."

Then enter your user name as specified in the following list and click **Send**.

Project Director: Wen Livingston (wlivingston@cityofdestin.com, Username: WLivingston)

Grant Administrator: Jeff Cozadd (jcozadd@cityofdestin.com, Username: JCozadd)

Authorizing Official: Lance Johnson (ljohnson@cityofdestin.com, Username: LanceJohnson)

An e-mail message with a link to create a new password will be sent to you.

If you are a current eGMS Reach user, you may access your account for information about this award using your existing user name and password.

If you need assistance accessing eGMS Reach, please contact the Help Desk at reach-helpdesk@imls.gov.

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: October 5, 2020**TYPE OF AGENDA ITEM:** Presentation

TO: City Council**THRU:** Noell Bell, Chief Building Official
Joey Forgione, Code Compliance Manager
Louis Zunguze, Community Development Director
Michael Burgess, Public Services Director
Krystal Strickland, Finance Director
Webb Warren, Deputy City Manager
Lance Johnson, City Manager**FROM:** Matthew Pace, IT Manager**DATE:** 8/4/20**SUBJECT:** COMPASS (Energov) Update

I. BACKGROUND: COMPASS validation, testing and training are currently ongoing. At the last status overview it was determined that the system is nearly setup with a few modules remaining with items that need to be adjusted. The additional support provided by the EnerGov team has been a tremendous support. Even with the challenges faced by staff over the preceding months, a great deal of effort has been placed on the configuration and testing in anticipation of the go-live in 2021.

IT has continued to stay in touch with Vital Records Control (VRC), the company tasked with scanning the City's files. Some setbacks due to Hurricane Sally have come into play, but they are back on track to complete the document scanning for the City.

II. DISCUSSION:

The COMPASS system is taking shape and there are a few remaining modules that need adjustments. However, the other components of COMPASS have been reported at 100%. Once again, the additional support for configuration has been extremely helpful in assisting staff to complete outstanding items needed for implementation. Staff has entered the testing and training phase of this project.

IT has continued to stay in touch with Vital Records Control (VRC), the company tasked with scanning the City's files. With the interruption of Hurricane Sally,

VRC has sustained some damage to their facility in Mobile, Alabama. Fortunately, their warehouse did not sustain any damage. The storm halted production and pushed the deadline out an additional week or two. They have been working on completing our project as close to our last agreed upon date that was presented to council. As of Tuesday, September 29th, 2020, there are 80 boxes of file remaining in order to complete this project and deliver the remaining digitized files to the city. The City is in possession of scanned files that were entered into the system up until the end of July. They are continuing to work hard to meet the demands of City. IT will make a network share for staff to conduct records searches in the transition period until COMPASS is live. IT has procured the necessary networking equipment to make files available to City staff as well as the EnerGov implementation team. This is a time consuming and delicate process which ensures proper access across the board.

Statistics from VRC on the Scanning Project:

Remaining Boxes: 80 (approximately 2000-2500 images per box)

Current Totals On-hand

Number of Small Format Images Scanned: 169,954

Number of Large Format Images Scanned: 32,316

Total Images Scanned as of July 31, 2020: 202,270

Note: IT has kept our EnerGov Project Manager, EnerGov Consultant, and VRC Representative in the loop concerning the time frame of scanning and all have conferred.

A. Link to Strategic Goals / Objectives: Service Excellence

Management Objectives FY20: Acquire and deploy comprehensive municipal management software along with required training

B. Effect on Budget (EOB): Currently Budgeted

C. Level of Service (LOS): Create a transparent and user friendly system for Community Development and Code Compliance. This system will enhance citizen service and provide better control efforts for City staff.

III. CONCLUSION: Although the City has had some setbacks due to COVID-19, all efforts are being made to get the implementation back on track by staff as well as third-party vendors.

IV. RECOMMENDED MOTION: No Motion Necessary.

Attachments:
None

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: October 5, 2020**TYPE OF AGENDA ITEM:** Action Item

TO: City Council**THRU:** Kyle Bauman, City Attorney
Lance Johnson, City Manager
Kimberly Kopp, Land Use Attorney
Krystal Strickland, Finance Director
Jeffrey Cozadd, Grants Manager**FROM:** Webb Warren, Deputy City Manager**DATE:** September 29, 2020**SUBJECT:** Purchase Agreement with Trust for Public Land, Inc. for Shore at Crystal Beach East Expansion #1

I. BACKGROUND: The City's 2020 Strategic Plan identified public beach acquisition as the Council's top priority for the Fiscal Year 2020. The City has partnered with the Trust for Public Land, Inc. in this endeavor. The Trust is under contract to purchase three properties located adjacent to the City's existing public access, the Shore of Crystal Beach Park. At its August 3, 2020, regular Council Meeting the Council directed City staff to bring three purchase agreements back to Council for approval as soon as legally possible. On September 8, 2020, the City Council authorized and directed the City Manager to enter into the Purchase Agreement with the Trust for the purchase of the property identified as Crystal Port. At this meeting, City staff and the attorneys are presenting the remaining two Purchase Agreements with the Trust for Council consideration.

II. DISCUSSION: The attached Purchase and Sale Agreement is for the property located immediately east of the Shore at Crystal Beach Park. This property has been identified as the Shore at Crystal Beach East Expansion #1. The purchase price is \$3,900,000 and the transaction is scheduled to close on May 15, 2021. However, City staff and the City attorneys continue working with Okaloosa County and the Trust on potentially restructuring this transaction due to potential tax implications to the Seller. If the transaction is restructured, then the closing date would likely be moved to the beginning of the calendar year 2021.

Funding for the project has already been identified. Okaloosa County will fund

59% (\$2,301,000) of the purchase and the City will fund 41% (\$1,599,000).

City staff and the attorneys continue working with the County staff and attorneys regarding the drafting of the Interlocal Agreement between the parties describing generally how the overall public park will be designed, managed, and other related items. Staff and the attorneys anticipate bringing this Interlocal Agreement back for Council consideration at the second meeting in October.

A. Link to Strategic Goals / Objectives: 2020 Strategic Plan: #1 Priority Council Objective - Public Beach Initiative/Acquisition of Beach Front

B. Effect on Budget (EOB): The purchase of these parcels is budgeted under project number CM001 as part of the FY2021 adopted budget.

Budget Impact

30557337-561000-CM001 County	\$ 6,254,000
30558312-561000-CM001 Oka 1/2 Penny	2,346,000
30558500-561000-CM001 Gen Fund	2,000,000
FY21 Adopted Budget	<u>\$10,600,000</u>

30557337-561000-CM001 County	2,006,000
30558312-561000-CM001 Oka 1/2 Penny	1,394,000
30558500-561000-CM001 Gen Fund	-
Previous Expenses/Encumbrances	3,400,000

Available Program Budget \$7,200,000

30557337-561000-CM001 County	2,301,000
30558312-561000-CM001 Oka 1/2 Penny	-
30558500-561000-CM001 Gen Fund	1,599,000
This Agreement	<u>\$3,900,000</u>

FY 21 Remaining Program Budget \$ 3,300,000

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

III. CONCLUSION: Entering into the attached Purchase Agreement represents the next step in completing phase 1 of the City's public beach expansion efforts.

IV. RECOMMENDED MOTION: I move to authorize and direct the City Manager to enter into the attached Purchase Agreement for the property identified as Crystal Beach East Expansion #1 and enter into minor addendums thereto if necessary.

Attachments:

1. PS TPL to Destin - Crystal Beach East
#1 - final

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT ("Agreement") entered into this _____ day of _____, 2020, between **THE TRUST FOR PUBLIC LAND, a nonprofit California corporation**, whose address is 306 N. Monroe St., Tallahassee, FL 32301, ("Seller"), and **THE CITY OF DESTIN, FLORIDA**, whose address is 4200 Indian Bayou Trail, Destin, Florida, 32541, ("Buyer") (Seller and Buyer are collectively hereinafter referred to as the "Parties").

RECITALS

A. The addresses and telephone numbers of the Parties to this Agreement are as follows:

SELLER

The Trust for Public Land
306 N. Monroe Street
Tallahassee, FL 32301

Attention: Kate Brown
Telephone: 850-661-2788
Email:

With a copy to:

Peter Fodor, Legal Director
The Trust for Public Land
306 North Monroe Street
Tallahassee, FL 32301

Telephone: 850-222-7911, Ext. 29
Email: Pete.Fodor@tpl.org

BUYER:

City of Destin
4200 Indian Bayou Trail
Destin, FL 32541

Attention: Webb Warren
Telephone: 850-685-6077
Email: wwarren@cityofdestin.com

With a copy to:

Kyle Bauman, City Attorney
Anchors Smith Grimsley
909 Mar Walt Dr, Suite 1014
Fort Walton Beach, FL, 32547

Telephone: 850-863-4064
Email: kbauman@asglegal.com

B. Seller has disclosed and Buyer acknowledges and agrees that Seller has a binding Option Agreement on that certain real property in Okaloosa County, Florida, which property is more particularly described in Exhibit "A" attached hereto and incorporated herein by this reference (hereinafter referred to as the "Property"). The Property is not presently owned by Seller and Seller's obligations under this Agreement are contingent upon Seller acquiring marketable fee simple title from the current owner. The current Property owner is actively seeking a replacement property as described in section 1031 of the Internal Revenue Code and the purchase agreement between Seller and the current Property owner is contingent upon the current Property owner successfully locating a replacement property in order to consummate that transaction. The Property includes any and all improvements, fixtures, timber, water and minerals located thereon, and any and all appurtenant rights, including but not limited to, riparian and littoral rights, timber rights access rights and mineral rights.

C. Seller wishes to sell the Property to Buyer and Buyer wishes to purchase the Property from Seller on the terms and conditions set forth in this Agreement.

D. The Parties anticipate that the closing of this transaction shall take place substantially simultaneously with the closing of the transaction between Seller and the current Property owner as described in Recital B, above.

THE RECITALS ABOVE ARE HEREBY INCORPORATED HEREIN AND THE PARTIES AGREE AS FOLLOWS:

1. **Purchase and Sale.** In consideration of an earnest money deposit by Buyer to Seller in the amount of One Hundred Dollars and 00/100 (\$100.00) (the "Deposit") and other good and valuable consideration as set forth below, the receipt and sufficiency of which are hereby acknowledged, Seller agrees to sell and Buyer agrees to buy the Property on the terms and conditions set forth in this Agreement. The Deposit paid above shall be credit toward the Purchase Price (as defined below). Seller shall return the Deposit to Buyer if the sale of the Property is not completed under this Agreement because of Seller's failure, refusal or inability to perform any of Seller's obligations under this Agreement.

2. **Inspection Period.** The period of time from the effective date of this Agreement through October 14, 2020, shall constitute Buyer's inspection period (the "Inspection Period"). During the Inspection Period, Buyer, through its employees, agents and contractors may enter upon the Property for the purpose of making any inspections and investigations, as Buyer deems appropriate in order to assess the condition of the Property. During the Inspection Period, Buyer may, in its sole discretion, terminate this Agreement by delivering written notice to Seller, prior to the end of the Inspection Period if it deems the survey, status of title, or physical or environmental condition to be unacceptable to Buyer.

3. **Purchase Terms.**

a. **Price.** The purchase price for the Property shall be Three Million Nine Hundred Thousand Dollars and 00/100 (\$3,900,000) (the "Purchase Price").

b. **Method of Payment.** The Purchase Price shall be paid at closing by cashier's or bank check or by wire transfer of immediately available funds, subject to credits, prorations and adjustments as provided in this Agreement.

4. **Closing.** In the event Buyer does not terminate this Agreement as permitted herein, the Closing shall take place on or before May 15, 2021, at a time and place mutually agreeable to the parties. The Parties may arrange to close by mail.

Seller shall deliver to Buyer at closing the following documents prepared by Seller's counsel:

a. a special warranty deed to the Property meeting the requirements as to title of Section 6 below, together with a bill of sale for the personal property appurtenant to the Property, if any, and;

b. an owner's affidavit attesting to the absence of mechanic's or materialmen's liens, boundary line disputes, proceedings involving Seller which might affect title to the Property, or parties in possession other than the Seller and such lessees or licensees as may

be in possession pursuant to ground leases or licenses and meeting the requirements of Section 6, below, and;

c. such other instruments and documents as Buyer's counsel may reasonably request for the purpose of confirming proper and lawful execution and delivery of closing documents and conveyance of the Property to Buyer in accordance with this Agreement, and any of the requirements of the title insurer, including, without limitation, assignments of surviving leases and contracts affecting the Property.

d. closing statement

Possession of the Property shall pass to Buyer at time of closing.

5. Closing Expenses and Prorations:

a. At closing Seller shall pay: i.) transfer or documentary taxes on the deed of conveyance, if any; ii.) recording fees for the deed of conveyance; iii.) the cost of preparing all documents necessary to satisfy the requirements of the title insurance commitment or remove encumbrances on Seller's title; and iv.) Seller shall, in accordance with Section 196.295, Florida Statutes, place in escrow with the county tax collector an amount equal to the current taxes prorated to the date of closing, based upon the current assessment and millage rates on the Property.

b. At closing Buyer shall pay: i.) the cost of the survey; ii.) the cost of the hazardous materials audits; and iii.) the cost of title examination, preparation of the title insurance commitment, the owner's title insurance premium, and all other costs associated with the preparation and delivery of the owner's title insurance policy.

c. All other expenses, including, without limitation, attorneys' fees, shall be paid by the party incurring the same.

6. Condition of Title.

a. Within ten (10) days of the effective date of this Agreement, Seller shall provide a commitment for a title insurance policy on the Property in the amount of the Purchase Price. At closing, the premium for the title insurance policy shall be paid by Buyer.

b. Buyer may object to any matter of title that, in the opinion of Buyer, would constitute a title defect or render title unmarketable or uninsurable. Such objections to title shall be specified in writing and deliver to Seller with ten (10) days from the date of receipt of the title commitment by Buyer.

c. In the event Buyer timely notifies Seller of objections to title, Seller shall cure such title defects within thirty (30) days from receipt of notice.

d. If after the exercise of reasonable due diligence Seller is unable to make title to the Property such as is required by Buyer by the closing date, then Buyer shall have the right to:

i. terminate this Agreement, in which case all monies paid by Buyer in accordance with this Agreement shall be returned immediately to Buyer and the Parties shall be relieved of any further obligations hereunder;

ii. extend the closing date for up to thirty (30) days to allow Seller additional time to make title to the Property such as is required by the terms of this Agreement; or

iii. elect to accept title to the Property in its existing condition.

7. **Buyer's Right of Entry and Survey.** Seller shall provide to Buyer a current certified boundary survey performed by a registered Florida land surveyor in form acceptable to Buyer. The plat of the survey shall show the boundaries of, and state the acreage of the Property, rounded to the nearest one-hundredth (1/100) of an acre. The legal description in Exhibit "A" shall be changed, if necessary, to conform to the survey and to the requirements of the title commitment. If an accurate boundary survey by Seller's surveyor discloses any state of facts which materially or adversely affect the insurability of marketability of the title to the Property, same shall be treated in the same manner as a title defect under Section 6 above. Buyer shall reimburse Seller for cost of said survey.

8. **Hazardous Materials and Audit Remediation.** Seller shall provide Buyer with a Phase I Environmental Site Assessment ("ESA") performed in accordance with the requirements set forth in ASTM E 1527-15. Additionally, in the State of Florida, if an ESA gives an opinion regarding geology, the report must be signed by a Professional Geologist or Professional Engineer qualified in geology. Buyer shall reimburse Seller for cost of said Phase 1 Audit. In the event that the Phase 1 Audit final report states that there is more than a low probability that Recognized Environmental Conditions are present on or beneath the surface of the Property, or further investigation are necessary to determine whether Recognized Environmental Conditions are present ("Unsatisfactory Report"), Buyer may elect to terminate this Agreement by giving notice as required herein, in which event the Seller agrees to return to Buyer the Deposit, and thereafter the parties shall have no further obligations under this Agreement.

Notwithstanding the foregoing, such notice of termination may be suspended by Buyer if Seller gives notice with ten (10) days of receipt of Buyer's notice of termination, that Seller agrees to promptly carry out, at Seller's sole expense, and with contractors selected or approved by Buyer, all further investigations and remediation of the Property as is necessary to make the Property acceptable to Buyer within a time period acceptable to Buyer. If Seller elects to carry out such further investigation or remediation, the inspection period shall be automatically extended until fifteen (15) days following Buyer's receipt of information from contractors that is satisfactory to Buyer, or letters of "no further action required" from the applicable regulatory agencies, indicating that either there is no more than a low probability that Recognized Environmental Conditions are present on or beneath the surface of the Property, or that the Property has been remediated to Buyer's satisfaction and complies with all governmental regulations.

9. **Representations and Warranties of Seller.** Seller represents and warrants to Buyer that

(a) Seller shall have good and marketable fee simple title to the Property by the time of closing.

(b) Seller has full power and authority to enter into this Agreement and to convey title to the Property in accordance with this Agreement.

(c) No one other than Seller will be in possession of, nor have any right of possession of, any portion of the Property at the time of conveyance to Buyer or anytime thereafter. This includes any person with a leasehold interest or an agreement to rent the Property on a long-term or short-term basis.

(d) Seller represents that Seller does not know of any violations of governmental laws, rules, and regulations that materially affect the value of the Property.

(e) Flood Zone: Buyer is advised to verify by survey or with appropriate governmental agencies which flood zone the Property is in, whether flood insurance is required and what restrictions apply to improving the Property and rebuilding in the event of casualty.

(f) Radon Gas: Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit. Buyer may have an appropriately licensed person test the Property for radon. If radon level exceeds acceptable EPA standards, Seller may choose to reduce the radon level to an acceptable EPA level, failing which either party may cancel this Agreement.

(g) Homeowner's Association: As of the date of closing, the Property will not be subject to a mandatory membership in a Homeowner's Association.

(h) Mold: Mold is part of the natural environment that, when accumulated in sufficient quantities may present health risks to susceptible persons. For more information, contact the county indoor air quality specialist or other appropriate professional.

If, before the conveyance to Buyer, Seller discovers any information or facts that would materially change the foregoing warranties and representations, Seller shall immediately give notice to Buyer of those facts and information. If the facts which cause any warranty or representation to be inaccurate are not remedied before the date of conveyance to Buyer, Buyer may elect to either:

a. terminate this Agreement, in which case Buyer shall have no obligation to accept title to the Property, or

b. defer the closing date for a period of up to thirty (30) days to permit Seller to remedy the problem.

10. **Seller's Right to Remove Personal Property.** Prior to closing Seller may, but shall not be obligated to remove or cause to be removed from the Property, at Seller's sole cost and expense, any and all personal property and fixtures, including appliances and air conditioning units.

11. **Notices.** All notices pertaining to this Agreement shall be in writing delivered to the parties hereto by hand, electronic mail, first class mail, or courier service, in accordance with the information set forth in Recital "A."

12. **Binding on Successors.** This Agreement shall be binding not only upon the Parties but also upon their respective heirs, personal representatives, assigns and other successors in interest.

13. **Termination.** If Okaloosa County, Florida enters into a purchase agreement with Seller to purchase the Property on terms substantially similar to this Agreement, then Seller shall grant permission to Buyer to terminate this Agreement.

14. **Remedies upon Default.** In the event that Seller defaults in the performance of any of Seller's obligations under this Agreement, Seller shall pay to Buyer the sum of One Thousand and 00/100 Dollars (\$1,000.00) as full liquidated damages for Seller's default. In the event of a

default by Buyer, Seller shall have the right to pursue a specific performance action against Buyer, or pursue any other available legal or equitable remedies.

15. **Entire Agreement/Modification.** This Agreement shall not be modified or amended except by an instrument in writing, signed by or on behalf of both parties.

16. **Counterparts.** The Agreement may be executed in counterparts, each of which shall be deemed an original and which together shall be deemed an original and which, together, shall constitute one and the same agreement.

17. **Acknowledgement.** In the event temporary or permanent informational plaques or signs are placed by Buyer on sites purchased under this Agreement, such plaques will include statement indicating that the sites were acquired with the assistance of Seller, and shall contain Seller's logo. Such logo shall be readable from the distance at which the sign was intended to be read.

18. **Time is of the Essence.** Time is of the essence for all provisions of this Agreement.

19. **Brokers/Real Estate Agents.** The Parties acknowledge and agree that no real estate broker or agent is involved in this transaction and that no commission or other compensation will be owed to any broker or real estate agent as a result of this transaction.

20. **WAIVER OF JURY TRIAL. THE PARTIES HEREBY KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVE THE RIGHT THEY MAY HAVE TO A TRIAL BY JURY IN RESPECT TO ANY LITIGATION BASED ON THIS AGREEMENT OR ARISING OUT OF, UNDER, OR IN CONNECTION WITH THIS AGREEMENT AND ANY AGREEMENTS CONTEMPLATED TO BE EXECUTED IN CONJUNCTION THEREWITH, AND ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTION OF ANY PARTY HERETO.**

21. **Prevailing Party/Venue.** The losing party shall pay the prevailing party's reasonable attorney's fees and costs incurred in any litigation relating to this Agreement and any and all documents relating to this Agreement. The parties acknowledge and agree that this Agreement was entered into in Okaloosa County, Florida and if any litigation results from an alleged breach of this Agreement by any party, the exclusive venue and jurisdiction for any such litigation that relates in any way whatsoever to this Agreement, or any and all documents or instruments executed pursuant to this Agreement shall be the state courts of Okaloosa County, Florida.

22. **Effective Date.** As used herein, the terms "date of this Agreement," "date hereof," and "effective date of this Agreement" shall mean the date on which the last of the parties signs this Agreement.

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be executed and sealed by its duly authorized signatory(ies) on the dates set forth below.

SELLER: The Trust for Public Land, a
nonprofit California corporation

BUYER: The City of Destin, Florida, a
Florida municipal corporation

By: Pete Fodor
Its: Legal Director
Date: _____

By: _____
Its: _____
Date: _____

Approved as to form and legality

BY: _____

EXHIBIT “A”

LEGAL DESCRIPTION

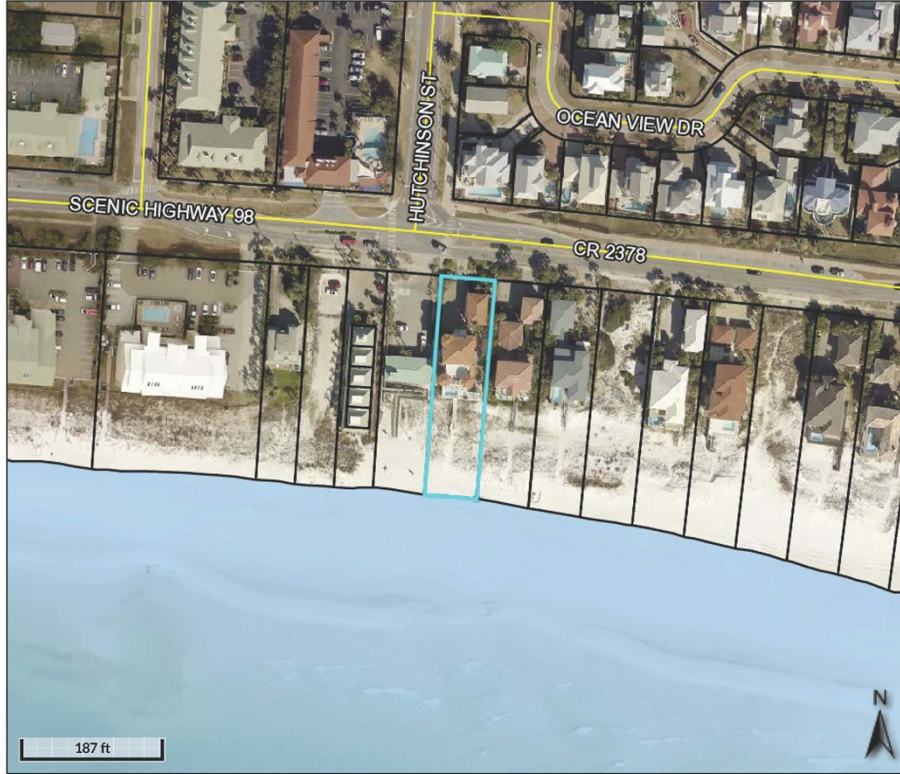
**LOT 2, THE SHORES OF CRYSTAL BEACH, ACCORDING TO THE PLAT THEREOF AS
RECORDED IN PLAT BOOK 13, PAGE 82 OF THE PUBLIC RECORDS OF OKALOOSA
COUNTY, FLORIDA**

Property Street Address: 2968 Scenic Highway 98, Destin, FL 32541

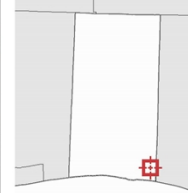
Parcel Tax ID No.: 00-2S-22-0584-0000-0020



Okaloosa County Property Appraiser



Overview



Legend

- Parcels
- Roads
- Water
- City Labels

Parcel ID	00-25-22-0584-0000-0020	Physical Address	2968 SCENIC HWY 98 E DESTIN	Land Value	\$1,681,850	Last 2 Sales				
Acreage	0.44	Mailing Address	GEMINI CAPITAL ACQUISITIONS	Ag Land Value	\$0	Date	8/4/2017	Price	\$100	Reason
(GIS)			11767 SOUTH DIXIE HWY SUITE 263 PINECREST, FL 33156	Building Value	\$1,033,230		6/26/2006	\$100		UNQUAL/FEDERAL/STATE/LOCAL GOV
Property Class	SINGLE FAM			Misc Value	\$26,103					QUAL/CREDIBLE,VERIF/DOC/EVIDEN
Taxing District	10			Just Value	\$2,741,176					U
				Assessed Value	\$2,741,180					
				Exempt Value	\$0					
				Taxable Value	\$2,741,180					

Date created: 6/11/2020
Last Data Uploaded: 6/11/2020 4:02:13 AM

Developed by Schneider GEOSPATIAL

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: October 5, 2020**TYPE OF AGENDA ITEM:** Action Item

TO: City Council**THRU:** Kyle Bauman, City Attorney
Lance Johnson, City Manager
Kimberly Kopp, Land Use Attorney
Krystal Strickland, Finance Director
Jeffrey Cozadd, Grants Manager**FROM:** Webb Warren, Deputy City Manager**DATE:** September 29, 2020**SUBJECT:** Purchase Agreement with Trust for Public Land, Inc. for Shore at Crystal Beach East Expansion #2

I. BACKGROUND: The City's 2020 Strategic Plan identified public beach acquisition as the Council's top priority for the Fiscal Year 2020. The City has partnered with the Trust for Public Land, Inc. in this endeavor. The Trust is under contract to purchase three properties located adjacent to the City's existing public access, the Shore of Crystal Beach Park. At its August 3, 2020, regular Council Meeting the Council directed City staff to bring three purchase agreements back to Council for approval as soon as legally possible. On September 8, 2020, the City Council authorized and directed the City Manager to enter into the Purchase Agreement with the Trust for the purchase of the property identified as Crystal Port. At this meeting, City staff and the attorneys are presenting the remaining two Purchase Agreements with the Trust for Council consideration.

II. DISCUSSION: The attached Purchase and Sale Agreement is for the property located immediately east of the Shore at Crystal Beach Park East Expansion #2 (one lot removed from the City's existing beach park). This property has been identified as the Shore at Crystal Beach East Expansion #2. The purchase price is \$3,300,000 and the transaction is scheduled to close on November 16, 2020.

Funding for the project has already been identified. Okaloosa County will fund 59% (\$1,947,000) of the purchase and the City will fund 41% (\$1,353,000).

City staff and the attorneys continue working with the County staff and attorneys

regarding the drafting of the Interlocal Agreement between the parties describing generally how the overall public park will be designed, managed, and other related items. Staff and the attorneys anticipate bringing this Interlocal Agreement back for Council consideration at the second meeting in October.

A. Link to Strategic Goals / Objectives: 2020 Strategic Plan: #1 Priority Council Objective - Public Beach Initiative/Acquisition of Beach Front

B. Effect on Budget (EOB): The purchase of these parcels is budgeted under project number CM001 as part of the FY2021 adopted budget.

Budget Impact

30557337-561000-CM001 County	\$ 6,254,000
30558312-561000-CM001 Oka 1/2 Penny	2,346,000
30558500-561000-CM001 Gen Fund	2,000,000
FY21 Adopted Budget	\$10,600,000

30557337-561000-CM001 County	4,307,000
30558312-561000-CM001 Oka 1/2 Penny	1,394,000
30558500-561000-CM001 Gen Fund	1,599,000
Previous Expenses/Encumbrances	<u>\$7,300,000</u>

Available Program Budget \$3,300,000

30557337-561000-CM001 County	1,947,000
30558312-561000-CM001 Oka 1/2 Penny	952,000
30558500-561000-CM001 Gen Fund	401,000
This Agreement	\$3,300,000

FY 21 Remaining Program Budget \$ 0

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

III. CONCLUSION: Entering into the attached Purchase Agreement represents the next step in completing phase 1 of the City's public beach expansion efforts.

IV. RECOMMENDED MOTION: I move to authorize and direct the City Manager to enter into the attached Purchase Agreement for the property identified as Crystal Beach East Expansion #2 and enter into minor addendums thereto if

necessary.

Attachments:

1. PS TPL to Destin - Crystal Beach East
#2 - final

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THIS PURCHASE AND SALE AGREEMENT ("Agreement") entered into this _____ day of _____, 2020, between **THE TRUST FOR PUBLIC LAND, a nonprofit California corporation**, whose address is 306 N. Monroe St., Tallahassee, FL 32301, ("Seller"), and **THE CITY OF DESTIN, FLORIDA**, whose address is 4200 Indian Bayou Trail, Destin, Florida, 32541, ("Buyer") (Seller and Buyer are collectively hereinafter referred to as the "Parties").

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A. The addresses and telephone numbers of the Parties to this Agreement are as follows:

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The Trust for Public Land
306 N. Monroe Street
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Attention: Kate Brown
Telephone: 850-661-2788
Email:

With a copy to:

Peter Fodor, Legal Director
The Trust for Public Land
306 North Monroe Street
Tallahassee, FL 32301

Telephone: 850-222-7911, Ext. 29
Email: Pete.Fodor@tpl.org

BUYER:

City of Destin
4200 Indian Bayou Trail
Destin, FL 32541

Attention: Webb Warren
Telephone: 850-685-6077
Email: wwarren@cityofdestin.com

With a copy to:

Kyle Bauman, City Attorney
Anchors Smith Grimsley
909 Mar Walt Dr, Suite 1014
Fort Walton Beach, FL, 32547

Telephone: 850-863-4046
Email: kbauman@asglegal.com

B. Seller has disclosed and Buyer acknowledges and agrees that Seller has a binding Option Agreement on that certain real property in Okaloosa County, Florida, which property is more particularly described in Exhibit "A" attached hereto and incorporated herein by this reference (hereinafter referred to as the "Property"). The Property is not presently owned by Seller and Seller's obligations under this Agreement are contingent upon Seller acquiring marketable fee simple title from the current owner. The Property includes any and all improvements, fixtures, timber, water and minerals located thereon, and any and all appurtenant rights, including but not limited to, riparian and littoral rights, timber rights access rights and mineral rights.

C. Seller wishes to sell the Property to Buyer and Buyer wishes to purchase the Property from Seller on the terms and conditions set forth in this Agreement.

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THE RECITALS ABOVE ARE HEREBY INCORPORATED HEREIN AND THE PARTIES AGREE AS FOLLOWS:

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a. **Price.** The purchase price for the Property shall be Three Million Three Hundred Thousand Dollars and 00/100 (\$3,300,000) (the "Purchase Price").

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a. a special warranty deed to the Property meeting the requirements as to title of Section 6 below, together with a bill of sale for the personal property appurtenant to the Property, if any, and;

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c. such other instruments and documents as Buyer's counsel may reasonably request for the purpose of confirming proper and lawful execution and delivery of closing documents and conveyance of the Property to Buyer in accordance with this Agreement, and any of the requirements of the title insurer, including, without limitation, assignments of surviving leases and contracts affecting the Property.

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a. At closing Seller shall pay: i.) transfer or documentary taxes on the deed of conveyance, if any; ii.) recording fees for the deed of conveyance; iii.) the cost of preparing all documents necessary to satisfy the requirements of the title insurance commitment or remove encumbrances on Seller's title; and iv.) Seller shall, in accordance with Section 196.295, Florida Statutes, place in escrow with the county tax collector an amount equal to the current taxes prorated to the date of closing, based upon the current assessment and millage rates on the Property.

b. At closing Buyer shall pay: i.) the cost of the survey; ii.) the cost of the hazardous materials audits; and iii.) the cost of title examination, preparation of the title insurance commitment, the owner's title insurance premium, and all other costs associated with the preparation and delivery of the owner's title insurance policy.

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c. In the event Buyer timely notifies Seller of objections to title, Seller shall cure such title defects within thirty (30) days from receipt of notice.

d. If after the exercise of reasonable due diligence Seller is unable to make title to the Property such as is required by Buyer by the closing date, then Buyer shall have the right to:

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ii. extend the closing date for up to thirty (30) days to allow Seller additional time to make title to the Property such as is required by the terms of this Agreement; or

iii. elect to accept title to the Property in its existing condition.

7. **Buyer's Right of Entry and Survey.** Seller shall provide to Buyer a current certified boundary survey performed by a registered Florida land surveyor in form acceptable to Buyer. The plat of the survey shall show the boundaries of, and state the acreage of the Property, rounded to the nearest one-hundredth (1/100) of an acre. The legal description in Exhibit "A" shall be changed, if necessary, to conform to the survey and to the requirements of the title commitment. If an accurate boundary survey by Seller's surveyor discloses any state of facts which materially or adversely affect the insurability of marketability of the title to the Property, same shall be treated in the same manner as a title defect under Section 6 above. Buyer shall reimburse Seller for cost of said survey.

8. **Hazardous Materials and Audit Remediation.** Seller shall provide Buyer with a Phase I Environmental Site Assessment ("ESA") performed in accordance with the requirements set forth in ASTM E 1527-15. Additionally, in the State of Florida, if an ESA gives an opinion regarding geology, the report must be signed by a Professional Geologist or Professional Engineer qualified in geology. Buyer shall reimburse Seller for cost of said Phase 1 Audit. In the event that the Phase 1 Audit final report states that there is more than a low probability that Recognized Environmental Conditions are present on or beneath the surface of the Property, or further investigation are necessary to determine whether Recognized Environmental Conditions are present ("Unsatisfactory Report"), Buyer may elect to terminate this Agreement by giving notice as required herein, in which event the Seller agrees to return to Buyer the Deposit, and thereafter the parties shall have no further obligations under this Agreement.

Notwithstanding the foregoing, such notice of termination may be suspended by Buyer if Seller gives notice with ten (10) days of receipt of Buyer's notice of termination, that Seller agrees to promptly carry out, at Seller's sole expense, and with contractors selected or approved by Buyer, all further investigations and remediation of the Property as is necessary to make the Property acceptable to Buyer within a time period acceptable to Buyer. If Seller elects to carry out such further investigation or remediation, the inspection period shall be automatically extended until fifteen (15) days following Buyer's receipt of information from contractors that is satisfactory to Buyer, or letters of "no further action required" from the applicable regulatory agencies, indicating that either there is no more than a low probability that Recognized Environmental Conditions are present on or beneath the surface of the Property, or that the Property has been remediated to Buyer's satisfaction and complies with all governmental regulations.

9. **Representations and Warranties of Seller.** Seller represents and warrants to Buyer that

(a) Seller shall have good and marketable fee simple title to the Property by the time of closing.

(b) Seller has full power and authority to enter into this Agreement and to convey title to the Property in accordance with this Agreement.

(c) No one other than Seller will be in possession of, nor have any right of possession of, any portion of the Property at the time of conveyance to Buyer or anytime thereafter. This includes any person with a leasehold interest or an agreement to rent the Property on a long-term or short-term basis.

(d) Seller represents that Seller does not know of any violations of governmental laws, rules, and regulations that materially affect the value of the Property.

(e) Flood Zone: Buyer is advised to verify by survey or with appropriate governmental agencies which flood zone the Property is in, whether flood insurance is required and what restrictions apply to improving the Property and rebuilding in the event of casualty.

(f) Radon Gas: Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit. Buyer may have an appropriately licensed person test the Property for radon. If radon level exceeds acceptable EPA standards, Seller may choose to reduce the radon level to an acceptable EPA level, failing which either party may cancel this Agreement.

(g) Homeowner's Association: As of the date of closing, the Property will not be subject to a mandatory membership in a Homeowner's Association.

(h) Mold: Mold is part of the natural environment that, when accumulated in sufficient quantities may present health risks to susceptible persons. For more information, contact the county indoor air quality specialist or other appropriate professional.

If, before the conveyance to Buyer, Seller discovers any information or facts that would materially change the foregoing warranties and representations, Seller shall immediately give notice to Buyer of those facts and information. If the facts which cause any warranty or representation to be inaccurate are not remedied before the date of conveyance to Buyer, Buyer may elect to either:

a. terminate this Agreement, in which case Buyer shall have no obligation to accept title to the Property, or

b. defer the closing date for a period of up to thirty (30) days to permit Seller to remedy the problem.

10. **Seller's Right to Remove Personal Property.** Prior to closing Seller may, but shall not be obligated to remove or cause to be removed from the Property, at Seller's sole cost and expense, any and all personal property and fixtures, including appliances and air conditioning units.

11. **Notices.** All notices pertaining to this Agreement shall be in writing delivered to the parties hereto by hand, electronic mail, first class mail, or courier service, in accordance with the information set forth in Recital "A."

12. **Binding on Successors.** This Agreement shall be binding not only upon the Parties but also upon their respective heirs, personal representatives, assigns and other successors in interest.

13. **Remedies upon Default.** In the event that Seller defaults in the performance of any of Seller's obligations under this Agreement, Seller shall pay to Buyer the sum of One Thousand and 00/100 Dollars (\$1,000.00) as full liquidated damages for Seller's default. In the event of a default by Buyer, Seller shall have the right to pursue a specific performance action against Buyer, or pursue and other available legal or equitable remedies.

14. **Entire Agreement/Modification.** This Agreement shall not be modified or amended except by an instrument in writing, signed by or on behalf of both parties.

15. **Counterparts.** The Agreement may be executed in counterparts, each of which shall be deemed an original and which together shall be deemed an original and which, together, shall constitute one and the same agreement.

16. **Acknowledgement.** In the event temporary or permanent informational plaques or signs are placed by Buyer on sites purchased under this Agreement, such plaques will include statement indicating that the sites were acquired with the assistance of The Trust for Public Land, and shall contain The Trust for Public Land's logo. Such logo shall be readable from the distance at which the sign was intended to be read.

17. **Time is of the Essence.** Time is of the essence for all provisions of this Agreement.

18. **Brokers/Real Estate Agents.** The Parties acknowledge and agree that no real estate broker or agent is involved in this transaction and that no commission or other compensation will be owed to any broker or real estate agent as a result of this transaction.

19. **WAIVER OF JURY TRIAL.** THE PARTIES HEREBY KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVE THE RIGHT THEY MAY HAVE TO A TRIAL BY JURY IN RESPECT TO ANY LITIGATION BASED ON THIS AGREEMENT OR ARISING OUT OF, UNDER, OR IN CONNECTION WITH THIS AGREEMENT AND ANY AGREEMENTS CONTEMPLATED TO BE EXECUTED IN CONJUNCTION THEREWITH, AND ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTION OF ANY PARTY HERETO.

20. **Prevailing Party/Venue.** The losing party shall pay the prevailing party's reasonable attorney's fees and costs incurred in any litigation relating to this Agreement and any and all documents relating to this Agreement. The parties acknowledge and agree that this Agreement was entered into in Okaloosa County, Florida and if any litigation results from an alleged breach of this Agreement by any party, the exclusive venue and jurisdiction for any such litigation that relates in any way whatsoever to this Agreement, or any and all documents or instruments executed pursuant to this Agreement shall be the state courts of Okaloosa County, Florida.

21. **Effective Date.** As used herein, the terms "date of this Agreement," "date hereof," and "effective date of this Agreement" shall mean the date on which the last of the parties signs this Agreement.

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be executed and sealed by its duly authorized signatory(ies) on the dates set forth below.

SELLER: The Trust for Public Land, a
nonprofit California corporation

BUYER: The City of Destin, Florida, a
Florida municipal corporation

By: Pete Fodor
Its: Legal Director
Date: _____

By: _____
Its: _____
Date: _____

Approved as to form and legality

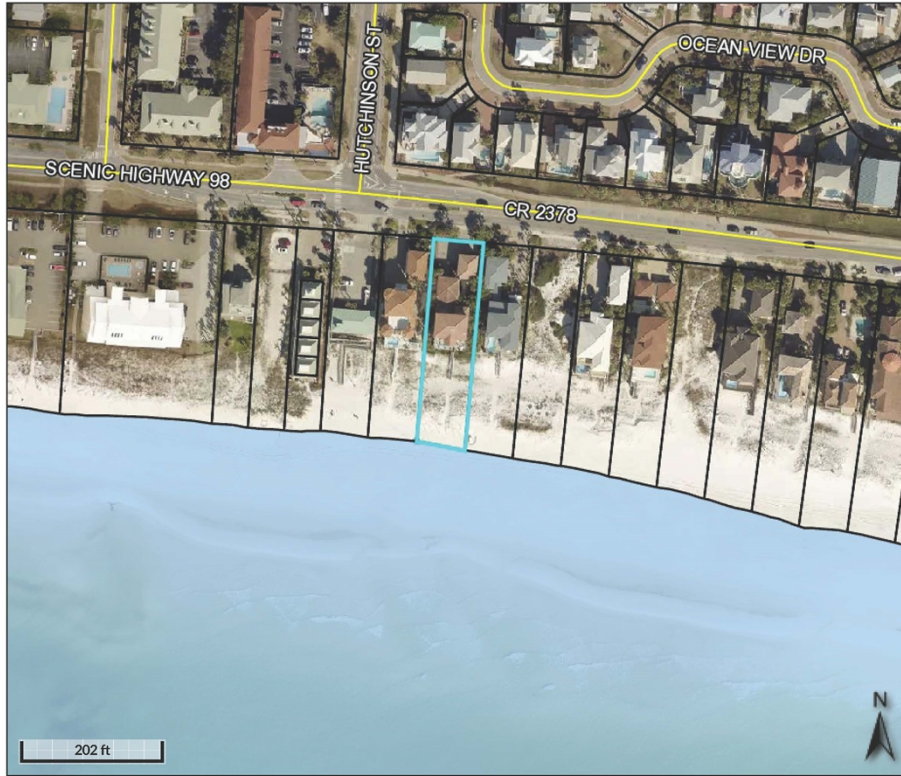
BY: _____

EXHIBIT "A"
LEGAL DESCRIPTION

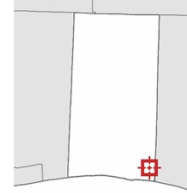
Lot 3, THE SHORES OF CRYSTAL BEACH, a Planned Unit Development, a Resubdivision of a Portion of Block B, Crystal Beach Subdivision according to the Plat thereof as recorded in Plat Book 13, Page 82, of the Public Records of Okaloosa County, Florida

Property Street Address: 2970 Scenic Highway 98 E, Destin, FL 32541

Parcel Tax ID No.: 00-2S-22-0584-0000-0030



Overview



Legend

- Parcels
- Roads
- Water
- City Labels

Parcel ID	00-25-22-0584-0000-0030	Physical Address	2970 SCENIC HWY 98 E DESTIN	Land Value	\$1,681,850	Last 2 Sales			
Acreage	0.44	Mailing Address	KMB ROCKY HILL LLC PO BOX 6177 MIRAMAR BEACH, FL 32550	Ag Land Value	\$0	Date	5/9/2018	Price	\$100
(GIS)				Building Value	\$890,466		8/29/2014		\$2100000
Property Class	SINGLE FAM			Misc Value	\$34,386	Reason	UNQUAL/CORRECTIVE/QCD,TD		U
Taxing District	10			Just Value	\$2,606,699		QUAL/DEED EXAMINATION		Q
				Assessed Value	\$2,606,700				
				Exempt Value	\$0				
				Taxable Value	\$2,606,700				
				Value					

Date created: 4/9/2020
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CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: October 5, 2020**TYPE OF AGENDA ITEM:** City Manager Report

TO: City Council

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

FROM: Michael Burgess, Public Services Director

DATE: 09/23/2020

SUBJECT: New Flood Insurance Rate Maps

I. BACKGROUND: The City of Destin participates in the National Flood Insurance Program (NFIP). Periodically, the Federal Emergency Management Agency will issue revised Flood Insurance Rate Maps to communities in an effort to more accurately reflect flood inundation areas and to assist the community in making land use decisions.

II. DISCUSSION: The City of Destin's current Flood Insurance Rate Maps have an effective date of December 6, 2002. The City is in receipt of a Letter of Final Determination from FEMA dated September 21, 2020 (ATT1) that states that our revised maps, which have been in a preliminary state since 2016, will become effective on **March 9, 2021**.

These map and base flood elevation changes can impact flood insurance premiums for covered structures within the Special Flood Hazard Area (*either positively if the flood elevation goes down, negatively if it goes up, or not at all if the elevation remains the same*) based on any flood elevation change and/or classification in the zone where the structure is located. These changes can also require previously uninsured structures to now obtain and maintain flood insurance coverage, or conversely, relieve properties of their flood insurance coverage requirement.

Two Maps have been provided as examples of the map changes, the first is from 2002 (ATT2) and the other from the new map for 2021 (ATT3).

A. Link to Strategic Goals / Objectives: from Strategic Focus 2025:

Quality Development and Revitalization through clear vision and unified approach

B. Effect on Budget (EOB): none

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

III. CONCLUSION: This item is for informational purposes only. The Floodplain Management Ordinance must be revised to reflect these changes and will be brought back to Council for consideration and adoption as soon as possible.

IV. RECOMMENDED MOTION: No motion is required as this time.

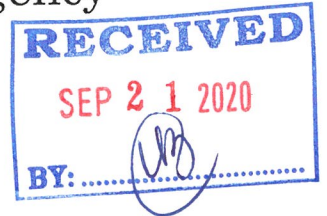
Attachments:

1. ATT1: FEMA Flood Hazard Determination 092120
2. ATT2: 2002 FIRM Joes Bayou Area
3. ATT3: 2021 FIRM Joes Bayou Area



Federal Emergency Management Agency

Washington, D.C. 20472



CERTIFIED MAIL
RETURN RECEIPT REQUESTED

IN REPLY REFER TO:
115-I

September 9, 2020

Mr. Lance Johnson
Interim City Manager, City of Crestview
4200 Indian Bayou Trail
Destin, Florida 32541

Community: City of Destin,
Okaloosa County,
Florida
Community No.: 125158
Map Panels Affected: See FIRM Index

Dear Mr. Johnson:

On February 8, 2017, you were notified of proposed modified flood hazard determinations affecting the Flood Insurance Rate Map (FIRM) and Flood Insurance Study (FIS) report for Okaloosa County and Incorporated Areas. The statutory 90-day appeal period that was initiated on February 22, 2017 when the Department of Homeland Security's Federal Emergency Management Agency (FEMA) published a notice of the proposed flood hazard determinations for your community in the *Northwest Florida Daily News*, has elapsed.

FEMA received no valid requests for changes in the proposed flood hazard determinations. Therefore, the determination of the Agency as to the flood hazard information for your community is considered final. FEMA will publish a notice of final flood hazard determinations in the *Federal Register* as soon as possible. The modified flood hazard determinations and revised map panels for your community will be effective as of March 9, 2021 and will revise the FIRM that was in effect prior to that date. For insurance rating purposes, the community number and new suffix code for the panels being revised are indicated above and on the maps and must be used for all new policies and renewals. Final printed copies of the report and maps will be mailed to you before the effective date.

The modifications are pursuant to Section 206 of the Flood Disaster Protection Act of 1973 (Public Law 93-234) and are in accordance with the National Flood Insurance Act of 1968, as amended (Title XIII of the Housing and Urban Development Act of 1968, Public Law 90-448), 42 U.S.C. 4001-4128, and 44 CFR Part 65. Because of the modifications to the FIRM and FIS report for your community made by this map revision, certain additional requirements must be met under Section 1361 of the 1968 Act, as amended, within 6 months from the date of this letter. Prior to March 9, 2021, your community is required, as a condition of continued eligibility in the National Flood Insurance Program (NFIP), to adopt or show evidence of adoption of floodplain management regulations that meet the standards of Paragraph 60.3(e) of the NFIP regulations. These standards are the minimum requirements and do not supersede any State or local requirements of a more stringent nature.

It must be emphasized that all the standards specified in Paragraph 60.3(e) of the NFIP regulations must be enacted in a legally enforceable document. This includes the adoption of the effective FIRM and FIS report to which the regulations apply and the modifications made by this map revision. Some of the standards should already have been enacted by your community. Any additional requirements can be met by taking one of the following actions:

1. Amending existing regulations to incorporate any additional requirements of Paragraph 60.3(e);

2. Adopting all the standards of Paragraph 60.3(e) into one new, comprehensive set of regulations;
or
3. Showing evidence that regulations have previously been adopted that meet or exceed the minimum requirements of Paragraph 60.3(e).

Also, prior to March 9, 2021, your community is required, as a condition of continued eligibility in the NFIP, to adopt or show evidence of adoption of floodplain management regulations that meet the standards of Paragraph 60.3(e) of the NFIP regulations. These standards are the minimum requirements and do not supersede any State or local requirements of a more stringent nature.

Many States and Communities have adopted building codes based on the International Codes (I-Codes); the model I-Codes (2009 and more recent editions) contain flood provisions that either meet or exceed the minimum requirements of the NFIP for buildings and structures. The model codes also contain provisions, currently found in an appendix to the International Building Code, that apply to other types of development and NFIP requirements. In these cases, communities should request review by the NFIP State Coordinator to ensure that local floodplain management regulations are coordinated (not duplicative or inconsistent) with the State or Local building code. FEMA's resource, *Reducing Flood Losses through the International Code: Coordinating Building Codes and Floodplain Management Regulations*, 4th Edition (2014) provides some guidance on this subject and is available at <https://www.fema.gov/media-library/assets/documents/96634>.

Please note, any enclosed correspondence from the State Floodplain Manager is provided to assist States and communities in coordinating to meet State requirements. Its inclusion with this determination should not be construed as FEMA's specific endorsement of its contents.

Communities that fail to enact the necessary floodplain management regulations will be suspended from participation in the NFIP and subject to the prohibitions contained in Section 202(a) of the 1973 Act as amended.

A Consultation Coordination Officer (CCO) has been designated to assist your community with any difficulties you may be encountering in enacting the floodplain management regulations. The CCO will be the primary liaison between your community and FEMA. For information about your CCO, please contact:

Mr. Jesse Munoz
Director, Mitigation Division
FEMA, Region IV
3003 Chamblee Tucker Road
Atlanta, Georgia 30341
(770) 220-5200

To assist your community in maintaining the FIRM, we have enclosed a Summary of Map Actions (SOMA) to document previous Letter of Map Change (LOMC) actions (i.e., Letters of Map Amendment [LOMAs], Letters of Map Revision [LOMRs]) that will be superseded when the revised FIRM panels referenced above become effective. Information on LOMCs is presented in the following four categories: (1) LOMCs for which results have been included on the revised FIRM panels; (2) LOMCs for which results could not be shown on the revised FIRM panels because of scale limitations or because the LOMC issued had determined that the lots or structures involved were outside the Special Flood Hazard Area as shown on the FIRM; (3) LOMCs for which results have not been included on the revised FIRM panels

because the flood hazard information on which the original determinations were based are being superseded by new flood hazard information; and (4) LOMCs issued for multiple lots or structures where the determination for one or more of the lots or structures cannot be revalidated through an administrative process like the LOMCs in Category 2 above. LOMCs in Category 2 will be revalidated through a single letter that reaffirms the validity of a previously issued LOMC; the letter will be sent to your community shortly before the effective date of the revised FIRM and will become effective 1 day after the revised FIRM becomes effective. For the LOMCs listed in Category 4, we will review the data previously submitted for the LOMA or LOMR request and issue a new determination for the affected properties after the revised FIRM becomes effective.

The FIRM panels have been computer-generated. Once the FIRM and FIS report are printed and distributed, the digital files containing the flood hazard data for the entire county can be provided to your community for use in a computer mapping system. These files can be used in conjunction with other thematic data for floodplain management purposes, insurance purchase and rating requirements, and many other planning applications. Copies of the digital files or paper copies of the FIRM panels may be obtained by calling our FEMA Mapping and Insurance eXchange (FMIX), toll free, at 1-877 FEMA MAP (1-877-336-2627). In addition, your community may be eligible for additional credits under our Community Rating System if you implement your activities using digital mapping files.

For assistance with your floodplain management ordinance, please contact the Florida Division of Emergency Management by email at flood.ordinance@em.myflorida.com. For general assistance with floodplain management, contact Steve Martin, NFIP State Coordinator for Florida by telephone at (850) 413-4556 or by email at steve.martin@em.myflorida.com. If you should require any additional information, we suggest that you contact the Director, Mitigation Division of FEMA in Atlanta, Georgia at (770) 220-5200 for assistance. If you have any questions concerning mapping issues in general or the enclosed SOMA, please call our FMIX at the toll free number provided above. Additional information and resources your community may find helpful regarding the NFIP and floodplain management, such as *The National Flood Insurance Program Code of Federal Regulations*, *Answers to Questions About the National Flood Insurance Program*, *Frequently Asked Questions Regarding the Effects that Revised Flood Hazards have on Existing Structures*, *Use of Flood Insurance Study (FIS) Data as Available Data*, and *National Flood Insurance Program Elevation Certificate and Instructions*, can be found on our website at <https://www.fema.gov/letter-final-determination>. Paper copies of these documents may also be obtained by calling our FMIX.

Sincerely,



Luis Rodriguez, P.E., Director
Engineering and Modeling Division
Federal Insurance and Mitigation Administration

Enclosures:

Final SOMA

Adoption of NFIP-Compliant Flood Ordinances Coordinated with the FBC

cc: Community Map Repository
Michael Burgess, Floodplain Manager, City of Destin

FINAL SUMMARY OF MAP ACTIONS

Community: DESTIN, CITY OF

Community No: 125158

To assist your community in maintaining the Flood Insurance Rate Map (FIRM), we have summarized below the effects of the enclosed revised FIRM panels(s) on previously issued Letter of Map Change (LOMC) actions (i.e., Letters of Map Revision (LOMRs), Letter of Map Revision based on Fill (LOMR-Fs), and Letters of Map Amendment (LOMAs)) that will be affected when the revised FIRM becomes effective on March 9, 2021.

1. LOMCs Incorporated

The modifications effected by the LOMCs listed below will be reflected on the revised FIRM. In addition, these LOMCs will remain in effect until the revised FIRM becomes effective.

LOMC	Case No.	Date Issued	Project Identifier	Original Panel	Current Panel
			NO CASES RECORDED		

2. LOMCs Not Incorporated

The modifications effected by the LOMCs listed below will not be reflected on the revised FIRM panels or will not be reflected on the revised FIRM panels because of scale limitations or because the LOMC issued had determined that the lot(s) or structure(s) involved were outside the Special Flood Hazard Area, as shown on the FIRM. These LOMCs will remain in effect until the revised FIRM becomes effective. These LOMCs will be revalidated free of charge 1 day after the revised FIRM becomes effective through a single revalidation letter that reaffirms the validity of the previous LOMCs.

FINAL SUMMARY OF MAP ACTIONS

Community: DESTIN, CITY OF

Community No: 125158

2A. LOMCs on Revised Panels

LOMC	Case No.	Date Issued	Project Identifier	Original Panel	Current Panel
LOMA	R4-973-031	05/28/1997	LOT 16, BLOCK 7, KELLY'S ADDITION 522 BEACH DRIVE	1251580001F	12091C0488J
LOMR-F	03-04-2128A	02/26/2003	LOTS 9-16, BLOCK E, EAST PASS ADDITION TO DESTIN - 662 HIGHWAY 98 EAST	12091C0488H	12091C0488J
LOMA	04-04-0374A	11/03/2003	LOT 40, DESTINY BY THE SEA - 4731 OCEAN BOULEVARD	12091C0494H	12091C0494J
LOMA	04-04-6316A	06/24/2004	BARATARIA, A CONDOMINIUM - 212 HIGHWAY 98 EAST	12091C0469H	12091C0469J
LOMA	05-04-5322A	11/01/2005	HOLIDAY ISLE RESIDENTIAL SECTION 2, BLOCK E, LOT 5 -- 18 NORRIEGO DRIVE	12091C0488H	12091C0488J
LOMA	06-04-B742A	03/02/2006	DESTINY BY THE SEA, LOT 27 -- 4763 OCEAN BLVD	12091C0494H	12091C0494J
LOMA	08-04-1029A	01/24/2008	INDIAN BAYOU, UNIT 1, BLOCK G, LOT 16 -- 6 TOMAHAWK COURT	12091C0489H	12091C0489J
LOMA	08-04-4726A	07/31/2008	EAGLES LANDING SUBDIV, LOT 41 -- 4034 LAUREN COURT	12091C0489H	12091C0489J
LOMA	10-04-7689A	08/20/2010	Lot 42, Eagles Landing Subdivision - 4030 Lauren Court	12091C0489H	12091C0489J
LOMR-F	11-04-1389A	12/02/2010	HARBOR LIGHTS CONDOMINIUM -- 211 DURANGO ROAD	12091C0469H	12091C0469J
LOMA	12-04-1320A	12/14/2011	Lot 33, Block I, Indian Bayou Unit IV Subdivision - 142 Indian Bayou Drive	12091C0489H	12091C0489J
LOMA	12-04-1896A	01/30/2012	Lot 116, Commodore Point Subdivision - 4596 Nautical Court	12091C0493H	12091C0493J
LOMR-F	13-04-2685A	02/12/2013	4133 INDIAN BAYOU NORTH	12091C0489H	12091C0489J
LOMR-F	13-04-4688A	06/18/2013	FIRST ADDITION TO MORENO ACRES, BLOCK C, LOT 7 -- 4121 INDIAN BAYOU NORTH	12091C0489H	12091C0489J
LOMA	15-04-0948A	11/25/2014	INDIAN BAYOU UNIT V, BLOCK A, LOT 39 -- 36 INDIAN BAYOU DRIVE	12091C0489H	12091C0489J
LOMA	15-04-3940A	02/20/2015	Lot 10, Block J, Indian Bayou Unit IV Subdivision - 142 Country Club Drive W.	12091C0489H	12091C0489J

FINAL SUMMARY OF MAP ACTIONS

Community: DESTIN, CITY OF

Community No: 125158

LOMC	Case No.	Date Issued	Project Identifier	Original Panel	Current Panel
LOMR-F	15-04-9221A	09/16/2015	JAMES COTTAGES, LOT 2 -- 938 BAMBI DRIVE	12091C0486H	12091C0486J
LOMR-F	16-04-7286A	09/07/2016	NEWMAN PROPERTY SUBDIVISION, LOT 1 -- 4151 INDIAN TRAIL	12091C0489H	12091C0489J
LOMR-F	17-04-6028A	07/26/2017	THE DUNES OF DESTIN, BLOCK D, LOT 3 -- 3892 SANDPRINT DRIVE	12091C0488H	12091C0488J
LOMR-F	17-04-6029A	07/25/2017	THE DUNES OF DESTIN, BLOCK C, LOT 5 -- 108 SANDPRINT CIRCLE	12091C0488H	12091C0488J
LOMR-F	19-04-3497A	05/02/2019	THE DUNES OF DESTIN, BLOCK D, LOT 4 -- 3890 SANDPRINT DRIVE	12091C0488H	12091C0488J
LOMR-F	19-04-0594A	07/11/2019	BAY OAKS, LOT 4 -- 406 BAY OAKS COURT	12091C0469H	12091C0469J
LOMA	19-04-6237A	12/19/2019	INDIAN CREEK SUBDIVISION, LOT 11 -- 4077 INDIAN BAYOU NORTH	12091C0489H	12091C0489J

2B. LOMCs on Unrevised Panels

LOMC	Case No.	Date Issued	Project Identifier	Original Panel	Current Panel
			NO CASES RECORDED		

FINAL SUMMARY OF MAP ACTIONS

Community: DESTIN, CITY OF

Community No: 125158

3. LOMCs Superseded

The modifications effected by the LOMCs listed below have not been reflected on the Final revised FIRM panels because they are being superseded by new or revised flood hazard information or the information available was not sufficient to make a determination. The reason each is being superseded is noted below. These LOMCs will no longer be in effect when the revised FIRM becomes effective.

LOMC	Case No.	Date Issued	Project Identifier	Reason Determination Will be Superseded
LOMA	09-04-2488A	03/19/2009	BAY OAKS, LOT 1 -- 412 BAY OAKS COURT	4
LOMR-F	09-04-4548A	06/04/2009	MORENO POINT MILITARY RESERVATION, LOTS 10 & 10A -- 2, 46 & 56 HARBOR BLVD (CNF)	2
LOMA	10-04-2592A	01/29/2010	COBBS POINT, LOT 10 -- 945 BAMBI DRIVE	2
LOMA	11-04-2995A	02/24/2011	MORENO POINT MILITARY RESERVATION, LOT 13 -- 117 CALHOUN AVENUE	4
LOMA	15-04-A313A	10/26/2015	BAY OAKS, LOTS 2 & 3 -- 333 CALHOUN AVENUE	4
LOMR	17-04-5431P	03/20/2018	SIDES MORENO POINT	4

1. Insufficient information available to make a determination.
2. Lowest Adjacent Grade and Lowest Finished Floor are below the proposed Base Flood Elevation.
3. Lowest Ground Elevation is below the proposed Base Flood Elevation.
4. Revised hydrologic and hydraulic analyses.
5. Revised topographic information.
6. Superseded by another LOMC.

4. LOMCs To Be Redetermined

The LOMCs in Category 2 above will be revalidated through a single revalidation letter that reaffirms the validity of the determination in the previously issued LOMC. For LOMCs issued for multiple lots or structures where the determination for one or more of the lots or structures is no longer valid, the LOMC cannot be revalidated through this administrative process. Therefore, we will review the data previously submitted for the LOMC requests listed below and if appropriate issue a new determination for the affected properties after the effective date of the revised FIRM.

LOMC	Case No.	Date Issued	Project Identifier	Original Panel	Current Panel
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FINAL SUMMARY OF MAP ACTIONS

Community: DESTIN, CITY OF

Community No: 125158

LOMC	Case No.	Date Issued	Project Identifier	Original Panel	Current Panel
			NO CASES RECORDED		



STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

Ron DeSantis
Governor

Jared Moskowitz
Director

FLORIDA DEM SUPPORT FOR FLOOD ORDINANCE REQUIREMENTS
(For Letters of Final Determination Beginning 2020)

TO: CEOs of Florida Communities Receiving FEMA LFDs for New Maps

FROM:  Steve Martin, State NFIP Coordinator/State Floodplain Manager
Florida State Floodplain Management Office (SFMO)

SUBJECT: Adoption of NFIP-Compliant Flood Ordinances Coordinated with the FBC

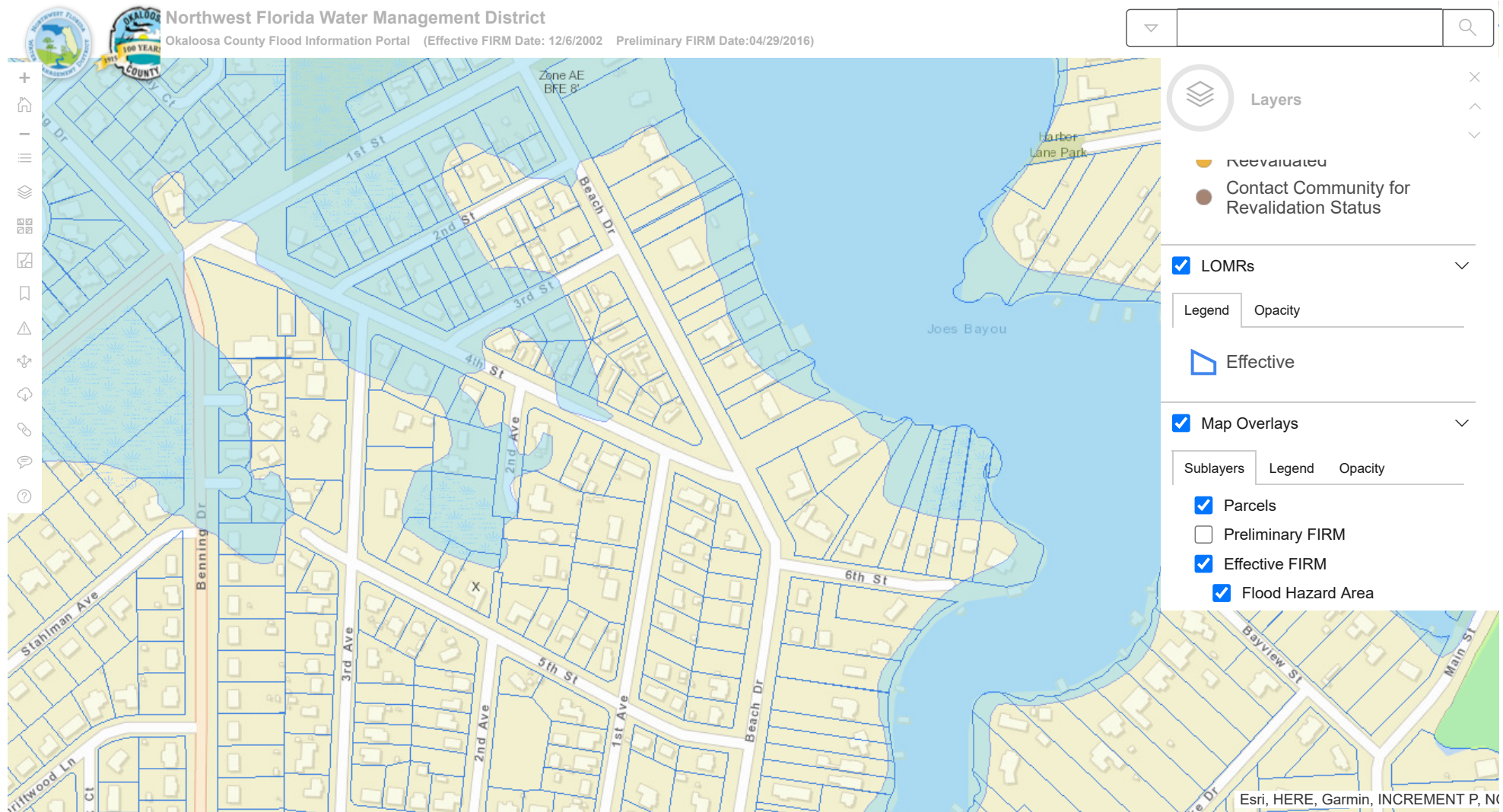
FEMA has established the effective date for the revised Flood Insurance Study and Flood Insurance Rate Maps (FIRMs) for your community through the issuance of a Letter of Final Determination (LFD). The letter advises affected communities that they must adopt or show evidence of adoption of a National Flood Insurance Program (NFIP)-compliant flood ordinance before the FIRMs become effective.

The Division of Emergency Management (DEM) worked with your community in the past to adopt a floodplain management ordinance that is coordinated with the Florida Building Code (FBC). That ordinance and the flood provisions in the FBC satisfy the requirements of the NFIP.

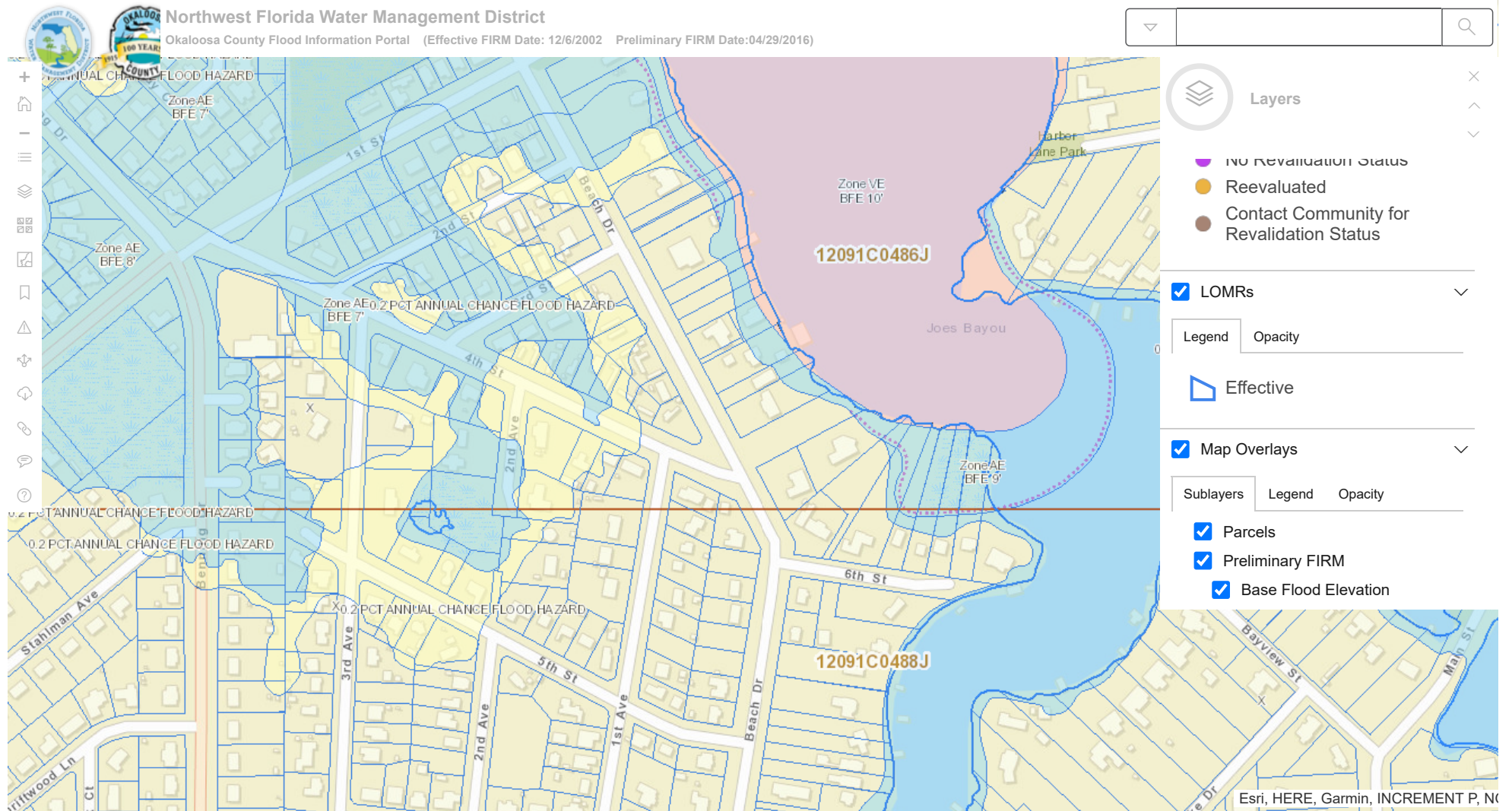
Within a week or two after FEMA mails the Letter of Final Determination, the SFMO will be in touch with your community's Floodplain Administrator to determine if your community plans to amend its flood ordinance. The SFMO must conduct compliance reviews for flood ordinance amendments. After amendments are adopted, or if your community chooses not to amend the ordinance, we must submit your ordinance to FEMA in advance of the deadline established in the LFD.

We welcome the opportunity to work with your community to ensure that its flood ordinance is NFIP-compliant. If you have questions and wish to speak with our staff, please contact our helpline telephone number at: (850) 815-4556, or at flood.ordinance@em.myflorida.com.

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CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: October 5, 2020

TYPE OF AGENDA ITEM: City Manager Report

TO: City Council

THRU:

FROM:

DATE:

SUBJECT: Announcements

I. BACKGROUND:

II. DISCUSSION:

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

III. CONCLUSION:

IV. RECOMMENDED MOTION:

Attachments:
None

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: October 5, 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 30, 2020

SUBJECT: Second 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**, on final reading.

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: October 5, 2020

TYPE OF AGENDA ITEM: Public Hearing

TO: City Council

THRU: Lance Johnson, City Manager

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

DATE: September 30, 2020

SUBJECT: First reading of Ordinance 20-28-CC - Amending Sections 4-7 and 4-8 of the Code of Ordinances to regulate roosters

I. BACKGROUND: On June 1, 2020, the City Council directed staff to repeal the ban on roosters within the City of Destin

II. DISCUSSION: On June 1, 2020, the City Council directed staff to amend Section 4-7(a)(5) of the Code of Ordinances to exclude roosters. Further, the City Council directed staff at that time to also amend Section 4-8 of the Code of Ordinances to regulate "bad roosters."

Specifically, the proposed regulations related to "bad roosters" are as follows:

Sec. 4-8. - **Bad dog; bad cat; bad rooster.**

1. It shall be unlawful and a civil infraction for the owner or custodian of any rooster, dog or cat to permit it to bite, inflict injury upon, or otherwise attack a person or another animal without provocation. Any rooster, dog or cat which attacks and bites a person or another animal without provocation shall be deemed a "bad rooster", "bad dog", or "bad cat" and the owner or custodian of such animal shall pay a civil penalty of one hundred dollars (\$100.00).
2. It shall be unlawful and a civil infraction for any rooster, dog or cat, when

provoked, to approach or chase any person in an apparent attitude of attack or in a vicious or terrorizing manner, such dog or cat shall be deemed a "bad rooster", "bad dog", or "bad cat".

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

III. CONCLUSION: Staff recommends that the City Council approve Ordinance 20-28-CC, amending Sections 4-7 and 4-8 of the Code of Ordinances to regulate roosters.

IV. RECOMMENDED MOTION: I move to approve Ordinance 20-28-CC on first reading and direct staff to advertise second reading for October 19, 2020.

Attachments:

1. 20-28-CC Roosters

ORDINANCE NO. 20-28-CC

AN ORDINANCE OF THE CITY OF DESTIN, FLORIDA, AMENDING SECTIONS 4-7 AND 4-8 OF THE CODE OF ORDINANCES TO REGULATE ROOSTERS; PROVIDING FOR AUTHORITY; PROVIDING FOR FINDINGS OF FACT; PROVIDING FOR INCORPORATION INTO THE CODE OF ORDINANCES; 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 Chapter 4 of the Code of Ordinances to regulate roosters within the City of Destin; 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 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 Code of Ordinances that have been skipped and remain unchanged.**

SECTION 3. AMENDMENT OF CHAPTER 4 OF THE CODE OF ORDINANCES.

Chapter 4 of the Code of Ordinances is hereby amended as follows:

Chapter 4 - ANIMALS

Sec. 4-7. - Public nuisances.

(a) It shall be unlawful and a civil infraction for the owner or custodian of an animal to permit the following nuisances, which are hereby declared to be public nuisances, to be committed, either willfully or through failure to exercise due care or control:

(5) No animal shall be permitted to bark, bay, cry, whine or howl or make any other noise continuously and/or incessantly in an excessive, habitual or untimely fashion for such a duration that it annoys or disturbs a reasonable person of normal sensitivities residing in or occupying premises in close proximity to the premises on which the animal is located. However, a dog will not be deemed a "barking dog" if, at the time the dog is barking or making any other noise, a person is trespassing or threatening to trespass upon private property where the dog is situated or for any other legitimate cause which teased or provoked the dog. In the case of multiple animals at one (1) location, it shall not be necessary to single out which specific animal committed a noise nuisance. It shall be sufficient to demonstrate that the noise emanated from the premises. The provisions of this subsection shall not be applicable to any person duly licensed by the city to keep, house or shelter an animal belonging to another, as long as the animal is confined inside an enclosed building. Further, the provisions of this subsection shall not apply to roosters, except to the extent set forth in subsection 4-8 ("Bad dog; bad cat; bad rooster.") of this Chapter.

Sec. 4-8. - Bad dog; bad cat; bad rooster.

(a) It shall be unlawful and a civil infraction for the owner or custodian of any rooster, dog or cat to permit it to bite, inflict injury upon, or otherwise attack a person or another animal without provocation. Any rooster, dog or cat which attacks and bites a person or another animal without provocation shall be deemed a "bad rooster", "bad dog", or "bad cat" and the owner or custodian of such animal shall pay a civil penalty of one hundred dollars (\$100.00).

- (b) It shall be unlawful and a civil infraction for any rooster, dog or cat, when nprovoked, to approach or chase any person in an apparent attitude of attack or in a vicious or terrorizing manner, such dog or cat shall be deemed a "bad rooster", "bad dog", or "bad cat".

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 19TH DAY OF OCTOBER,
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: October 5, 2020**TYPE OF AGENDA ITEM:** City Manager Report

TO: City Council**THRU:** Lance Johnson, City Manager
Kyle Bauman, City Attorney
Krystal Strickland, Finance Director
Michael Burgess, Public Services Director**FROM:** Lorraine Berish, Senior Administrative Coordinator**DATE:** September 28, 2020**SUBJECT:** Amendment No. 1 to Contract By and Between City of Destin, Florida and J. Miller Construction, Inc; and Change Order No. 1 for Project RFB 20-09-PS NFWF Drainage Improvements 825 Cross St. and 445 Calhoun Ave.

I. BACKGROUND: In 2015, the City of Destin was awarded a \$3,593,600 NFWF grant for restoration and conservation projects (45909 Choctawhatchee Bay-Destin Harbor, Joe's Bayou, and Indian Bayou Water Quality Improvement) and the City advertised for a consultant for civil engineering design and construction administrative services in accordance with NFWF grant requirements. (RFP 15-04-PS) Dewberry Engineers, Inc (Dewberry |Preble-Rish) was the selected firm.

In April 2019, the City requested to allocate \$563,589 of remaining grant funds to two additional projects at 445 Calhoun Ave and 825 Cross Street. NFWF approved an amendment on April 12, 2019.

Dewberry Engineers will continue as the engineer to monitor these final two stormwater/water quality projects. On August 17, 2020, Council approved the Bid Committee selection and awarded a contract in the amount of \$290,800 to J. Miller Construction, Inc. The City projects after all construction and engineering costs (plus contingencies) are paid, there may be a remaining award balance of \$135,895. In September 2020, the City asked NFWF for permission to apply some of this balances towards a change order to the J Miller Construction contract.

II. DISCUSSION: Due to delays related to the Covid-19 pandemic and proposed construction changes, as outlined in the change order, it is necessary to amend the contract to extend the time for performance.

This request has been submitted to NFWF and we have received approval. The grant was scheduled to be closed out in March 2021, and the city will be submitting a formal amendment to NFWF to allow for this extension.

A. Link to Strategic Goals / Objectives: 2.B. Implement a stormwater management plan that maintains water quality in support of our fishing and tourism industries.

B. Effect on Budget (EOB): Please find attached a budget amendment to increase the grant draw by \$17,330 from original estimate of \$290,800 up to revised total of \$308,130, and to increase the contract to J Miller Construction (PO 20090) from 290,800 up to the revised total of \$308,130.

C. Level of Service (LOS): The level of service for the City's stormwater and environmental components shall be greatly enhanced upon completion of the project.

III. CONCLUSION: Staff recommends that Council approve the amendment to the contract and change order #1.

IV. RECOMMENDED MOTION: I move that Council approve Amendment No. 1 to Contract By and Between City of Destin, Florida and J. Miller Construction, Inc; Change Order No. 1., and adopt Resolution 20-25, amending the budget accordingly.

Attachments:

1. Resolution 20-25 - Budget Amendment for j miller change order
2. Exhibit "A" to Resolution 20-25 - 2020 1005 NFWF grant budget amendment
3. Addendum 1 to Contract with J. Miller Construction
4. Change Order No. 1 RFB 20-09-PS
5. Correspondence NFWF Approval
6. Contract RFB No. 20-09-PS J. Miller Construction, Inc.
7. Contract Exh A
8. Contract Exh B

RESOLUTION 20-25

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DESTIN AMENDING THE FISCAL YEAR 2021 BUDGET AS DESIGNATED IN THE ATTACHED EXHIBIT “A,” DESCRIBING AMENDMENTS NECESSARY TO ACCOMMODATE AN INCREASE TO A GRANT-FUNDED CONTRACT AND THE CORRESPONDING INCREASE TO GRANT REVENUES

WHEREAS, the City of Destin, Florida (the “City”) has adopted its Fiscal Year 2021 Budget (the “2021 Budget”) through the adoption of Ordinance Number 20-26-CN; and

WHEREAS, the City Council of the City has determined that it is in the public’s best interest to amend the 2021 Budget in accordance with the attached City of Destin Budget Amendment Form, attached hereto as Exhibit “A,” which describes amendments necessary to accommodate a change-order to a grant-funded contract and the corresponding increase in revenue from the grantor.

NOW, THEREFORE, BE IT RESOLVED:

Section 1. The 2021 Budget is hereby amended as described in Exhibit “A.”

Section 2. This Resolution shall take effect immediately upon adoption by the City Council.

ADOPTED THIS 5TH DAY OF OCTOBER 2021

Gary Jarvis, Mayor

ATTEST:

Rey Bailey, City Clerk

CITY OF DESTIN Budget Amendment Form

Fiscal Year	<u>2021</u>	Short Description	<u>CHANGE ORDER 1 TO PO20090</u>	Entity Code	<u>1</u>
Period	<u>1</u>	Effective Date	<u>10/5/2020</u>	Amendment Type*	<u>2</u>
Ref 1	<u>BUA</u>	Budget Year Code	<u>1</u>	Budget Projection Inclusion	<u>One Time</u>
Ref 2	<u>ADJ</u>				

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

ORG	OBJECT	PROJECT	LINE DESCRIPTION	(I)increase (D)decrease	AMOUNT	CURRENT AVAILABLE BUDGET*	REVISED AVAILABLE BUDGET
305300 CAPITAL PROJECTS	331301 NFWF GRANT	SW51L	NFWF STORMWATER GRANT	I	\$ 17,330.00	\$ 290,800.00	\$ 308,130.00
30553331 FED PHYS ENVIR GRANT	565000 CAPITAL PROJECT	SW51L	GF FUNDED CAPITAL PROJECT	I	\$ 17,330.00	\$ 290,800.00	\$ 308,130.00

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

Note
Increase Federal Grant draw to cover
construction change order to PO 20090

*Current Available budget includes open PO balances rolled forward from FY2020

RFB NO. 20-09-PS
NATIONAL FISH AND WILDLIFE FOUNDATION (NFWF) DRAINAGE
IMPROVEMENTS 825 CROSS ST. AND 445 CALAHOUN AVE

ADDENDUM 1 TO CONTRACT BY AND BETWEEN
CITY OF DESTIN, FLORIDA AND J.MILLER CONSTRUCTION, INC.

WHEREAS, on August 17, 2020, the City of Destin, Florida (the “City”) and J. Miller Construction, Inc. (the “Contractor.”), entered into the Contract attached hereto as Exhibit “A” (the “Contract”); and

WHEREAS, the Contract requires the Contractor to complete drainage improvements within the city rights-of-way or utility easements located near 825 Cross ST. and 445 Calhoun Ave; and

WHEREAS, the paragraph 4 of the Contract requires the Contractor to complete all Work not later than December 15, 2020; and

WHEREAS, the COVID-19 pandemic and proposed construction changes have caused the commencement of the Project to be delayed; and

WHEREAS, the parties have determined that it is reasonable to extend the Time of Performance requirement to March 15, 2021; and

WHEREAS, for reasons identified in the Change Order Form executed by and between the City and Contractor with an effective date of October 5, 2020, the total compensation should be increased by the net amount of \$17,330.00 to a total contract sum of \$308,130.00; and

WHEREAS, the parties agree that the remainder of the Contract should be readopted and reaffirmed; and

NOW, THEREFORE, in consideration of the recitals above, all of which are hereby incorporated by reference below, the parties agree as follows:

1. Paragraph 4 of the Contract is modified such that the Contractor shall schedule and complete all authorized Work for the satisfactory approval and acceptance by the City not later than March 15, 2021.
2. Paragraph 5 of the Contract is modified such that the total compensation sum shall be \$308,130.00.
3. All other terms of the Contract unaffected by the modification in Paragraph 1 of this Addendum are readopted and reaffirmed and the parties remain bound by the duties, obligations, and rights contained therein.

IN WITNESS WHEREOF, the City hereunto caused these presents to be subscribed and J. Miller Construction, Inc. has affixed its name and seal, this ____ day of _____, 2020.

CITY OF DESTIN, FLORIDA

By: _____
Lance A. Johnson
City Manager

ATTEST:

Rey Bailey
City Clerk

J. MILLER CONSTRUCTION, INC.

Witness
Print Name: _____

Witness
Print Name: _____

By: _____
Its: _____

CHANGE ORDER FORM
SECTION 00843

Project: **City of Destin, Florida**

RFB NO. 20-09-PS, NFWF Drainage Improvements 825 Cross St. and 445 Calhoun Ave.

CHANGE ORDER NO. 1

DATE OF ISSUANCE: 10.5.2020

CONTRACTOR: J. Miller Construction, Inc.

EFFECTIVE DATE: 10.5.2020

ENGINEER: Dewberry Engineers Inc.

OWNER'S CONTRACT NO.:

The following changes are hereby made to the Contract Documents:

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIMES:
Original Contract Price	Original Contract Times
\$ 290,800.00	Substantial Completion: 12/15/2020 Ready for final payment: 12/15/2020 days or dates
Net changes from previous Change Orders No. <u>0</u> to No. <u>0</u>	Net change from previous Change Orders No. <u>0</u> to No. <u>0</u>
\$0	days
Contract Price prior to this Change Order	Contract Times prior to this Change Order
\$290,800.00	Substantial Completion: 3/15/2021 Ready for final payment: 3/15/2021 days or dates
Net Increase (decrease) of this Change Order	Net Increase (decrease) of this Change Order
\$ 17,330.00	90 days
Contract Price with all approved Change Orders	Contract Times with all approved Change Orders
\$ 308,130.00	Substantial Completion: 3/15/2021 Ready for final payment: 3/15/2021 days or dates

CHANGES ORDERED:

- I. GENERAL This change order is necessary to cover changes in the work to be performed under this Contract. The General Conditions, Supplementary Conditions, Specifications and all parts of the Project Manual listed in Article 1, Definitions, of the General Conditions apply to and govern all work under this change order.

Change Order No.1

- II. REQUIRED CHANGES: Please see below

III. JUSTIFICATION:

1. Substitution of the type C inlets with type D inlets with 5'x5' bottoms and 4' deep sumps to allow for more efficient use of the proposed snout stormwater treatment devices. **Proposed total increase of \$10,830.00**
2. Allowance for increased dewatering costs due to the increased depth of the proposed type D inlets. **Proposed increase of \$5,000.00 at each location for a total of \$10,000.00**
3. Addition of two cleanout structures along the stormwater drainage outfall piping at the 825 Cross St. location to allow for maintenance and clearing of blockages. **Proposed total increase of \$3,000.00**
4. Removal of one FDOT Index 250 Headwalls at the 825 Cross St. location on the south side of Cross St. The proposed installation of the Type -D structure renders the proposed installation of the headwall unnecessary. **Proposed total deduct of \$6,500.00 per bid item "FDOT Index 250 Concrete Headwall"**
5. Time extension of 90 days due to delays caused by COVID-19 and the proposed construction changes.

IV. PAYMENT: _____

V. APPROVAL AND CHANGE AUTHORIZATION: _____

Acknowledgments:

The aforementioned change, and work affected thereby, is subject to all provisions of the original contract not specifically changed by this Change Order; and,

It is expressly understood and agreed that the approval of the Change Order shall have no effect on the original contract other than matters expressly provided herein.

Change Order Request by: Dewberry Engineering _____

Change(s) Ordered by: City of Destin _____

RECOMMENDED BY:

ACCEPTED BY:

Alex Rouchaleau, PE
(Engineer)

(Contractor)

By: _____
(Authorized Signature) (Date)

(Authorized Signature) (Date)

(Title)

(Title)

APPROVED BY:

(Owner)

By: _____
(Authorized Signature) (Date)

END OF SECTION

Lorraine Berish

From: Michelle Olson <Michelle.Olson@NFWF.ORG>
Sent: Friday, September 25, 2020 11:10 AM
To: Lorraine Berish
Subject: RE: NFWF Projects - proposed CO#1

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

Hi Lorraine,

Apologies for the delay. We have no concerns about the contract change order. Please let me know if you have any issues as you're working on the amendment.

Thanks, and have a good weekend!
Michelle

From: Lorraine Berish <lberish@cityofdestin.com>
Sent: Wednesday, September 23, 2020 5:32 PM
To: Michelle Olson <Michelle.Olson@NFWF.ORG>
Subject: RE: NFWF Projects - proposed CO#1

Thank you Michelle, I will submit it. Does NFWF approve of the contract change order.

From: Michelle Olson <Michelle.Olson@NFWF.ORG>
Sent: Wednesday, September 23, 2020 4:15 PM
To: Lorraine Berish <lberish@cityofdestin.com>
Subject: RE: NFWF Projects - proposed CO#1

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

Thanks Lorraine! I just opened the amendment request task in Easygrants, so it should appear on your homepage. In the request, can you please include an explanation of the changes that are driving the contract increase?

Thank you,
Michelle

From: Lorraine Berish <lberish@cityofdestin.com>
Sent: Wednesday, September 23, 2020 4:40 PM
To: Michelle Olson <Michelle.Olson@NFWF.ORG>
Subject: RE: NFWF Projects - proposed CO#1

At this time, just extension for time is needed. We do not anticipate any budget amendment.

Thank you!
Lorraine

From: Michelle Olson <Michelle.Olson@NFWF.ORG>
Sent: Wednesday, September 23, 2020 3:39 PM
To: Lorraine Berish <lberish@cityofdestin.com>
Subject: RE: NFWF Projects - proposed CO#1

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

Thanks for the update, Lorraine! I'll be happy to open the amendment. Are you aware of any other project modifications needed (minor budget fixes, etc.) in addition to the extension need? That affects which type of amendment task I set up for you.

Thanks,
Michelle

From: Lorraine Berish <lberish@cityofdestin.com>
Sent: Wednesday, September 23, 2020 4:17 PM
To: Michelle Olson <Michelle.Olson@NFWF.ORG>
Subject: RE: NFWF Projects - proposed CO#1
Importance: High

Hi Michelle,

I just received a revision to the Change Order to extend the contract period. Please see attached.

With his adjustment, we will also need to submit a request to NFWF to extend the grant period. Can you please open that request in they portal for me to submit.

Thank you,
Lorraine

From: Lorraine Berish
Sent: Tuesday, September 22, 2020 2:30 PM
To: Michelle Olson <Michelle.Olson@NFWF.ORG>
Subject: FW: NFWF Projects - proposed CO#1
Importance: High

Good Afternoon Michelle,

We are seeking NFWF approval for a change order for the project, as outlined below and attached. This cost is still within budget for the tasks. Please let me know if you need any additional information.

Thank you,
Lorraine

Lorraine Berish
Sr. Administrative Coordinator
Direct Line: 850-460-8536



From: Rouchaleau, Alex <arouchaleau@Dewberry.com>
Sent: Monday, September 14, 2020 4:04 PM
To: Lorraine Berish <lberish@cityofdestin.com>; Michael Burgess <mburgess@cityofdestin.com>
Cc: Weatherington, Crystal <CWeatherington@Dewberry.com>
Subject: NFWF Projects - proposed CO#1

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

Hi Michael & Lorraine

Attached is the proposed CO #1. The Dewatering line item may be reduced to \$5,000 depending on the site groundwater conditions once we begin excavation. I'd prefer to get the "worst case" amount approved by the City and NFWF and do a deductive CO as needed.

If you could review the proposed Change order and let me know whether it's acceptable and whether NFWF or the City require additional backup documentation for the changes.

Thanks

Alex

Alex Rouchaleau, P.E.
Project Manager
Dewberry
877 N County Highway 393
Santa Rosa Beach, FL 32459-5370
Office: 850-571-1255
www.dewberry.com

Visit Dewberry's website at www.dewberry.com If you've received this email even though it's intended for someone else, then please delete the email, don't share its contents with others, and don't read its attachments. Thank you.

"Please Note: Florida has a very broad public records law. Most written communications to or from the City of Destin officials are public records available to the public and media upon request. Your e-mail address and communications may therefore be subject to public disclosure."

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**RFB NO. 20-09-PS
NATIONAL FISH AND WILDLIFE FOUNDATION (NFWF)
DRAINAGE IMPROVEMENTS
825 CROSS ST. AND 445 CALHOUN AVE.**

**CONTRACT BY AND BETWEEN
CITY OF DESTIN, FLORIDA AND J. MILLER CONSTRUCTION, INC.**

On August 17, 2020, THE CITY COUNCIL OF THE CITY OF DESTIN, FLORIDA, (hereinafter referred to as the "City") accepted the Bid of J. Miller Construction, Inc. , (hereinafter referred to as the "Contractor") for RFB NO. 20-09-PS NATIONAL FISH AND WILDLIFE FOUNDATION (NFWF) DRAINAGE IMPROVEMENTS 825 CROSS ST. AND 445 CALHOUN AVE. RFB NO. 20-09-PS is attached hereto as Exhibit "A," and is fully incorporated herein. The Contractor's completed bid submittal is attached hereto as Exhibit "B," and fully incorporated herein. In the event of conflict between Exhibit "A" or Exhibit "B" and this Contract, this Contract shall control.

Terms and conditions of the Contract for RFB NO. 20-09-PS NATIONAL FISH AND WILDLIFE FOUNDATION (NFWF) DRAINAGE IMPROVEMENTS 825 CROSS ST. AND 445 CALHOUN AVE are as follows:

1. Entire Agreement:

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

2. Intent of Contract:

This Contract is RFB NO. 20-09-PS NATIONAL FISH AND WILDLIFE FOUNDATION (NFWF) DRAINAGE IMPROVEMENTS 825 CROSS ST. AND 445 CALHOUN AVE and as further described in Exhibits "A" and "B." The Scope of Work (hereinafter referred to as the "**Work**") encompasses the foregoing and all descriptive work components contained within Exhibits "A" and "B."

3. Commencement and Accomplishment of Contract and Time Extensions:

Permitting is mandatory. No Work shall be performed by the Contractor prior to the Commencement Date established within the Notice to Proceed. Contractor shall provide notice as may be required within the technical specifications and permits, attached hereto and made a part hereof, to all regulatory agencies or parties having jurisdiction or interest in this Contract. Contractor shall diligently pursue the completion of the Work and shall be solely responsible for all construction means, methods, techniques, sequences and procedures, as well as coordination of all portions of the Work under the Contract.

If Contractor is obstructed or delayed in the prosecution of or completion of the Work as a result of unforeseeable causes beyond the control of the Contractor, and not due to its own fault or neglect, including but not restricted to acts of nature or the public enemy, acts of government, fires, floods, epidemics, quarantine regulations, strikes or lockouts, Contractor shall notify the City in writing within forty-eight (48) hours after the commencement of such delay, stating the causes thereof. Failure to notify the City in writing

within forty-eight (48) hours shall result in waiver of any rights which Contractor may have to request a time extension.

4. Time for Performance:

The Contractor shall schedule and complete all authorized Work for the satisfactory approval and acceptance by the City not later than December 15, 2020. City and Contractor recognize that since time is of the essence for this Contract, the City will suffer financial loss if the Work is not completed and approved within the time specified.

Time is of the essence in the performance of the Work under the Contract. Contractor shall commence the Work no later than two (2) days from receipt of Notice to Proceed.

5. Compensation:

All payments upon this Contract are contingent upon the Contractor's Work being acceptable to the City. For satisfactory completion and acceptance of the Work, the City agrees to pay the Contractor in accordance with the terms of this Agreement and the Contractor's Cost Schedule as identified in the Bid Form submitted by the Contractor, as may have been adjusted at the time of contract approval and incorporated herein. For purposes of this Contract, total compensation sum shall be \$290,800.00.

In no instance shall the City pay more than ninety-percent (90%) of the total Contract sum until its acceptance of the Work. In the event the City agrees to progress payments on this Contract, Contractor shall be entitled to not more than two payment applications per month utilizing the payment application form attached as Exhibit "C." An executed and notarized copy of the Release and Affidavit attached as Exhibit "D" shall be supplied prior to release of each progress and the final payment. Together with its applications for each progress payment and the final payment, Contractor shall furnish City with a Waiver of Right to Claim Against the Payment Bond (Progress Payment) and Waivers of Right to Claim Against the Payment Bond (Final Payment) in the forms attached hereto as Exhibits "E" and "F," respectively.

6. Changes in the Work:

City shall have the right at any time during the progress of the Work to increase or decrease the Work. Promptly after having been notified of a change, Contractor shall submit an itemized estimate of any cost and/or time increases or savings it foresees as a result of the change. No addition or changes to the Work shall be made except upon written change order of the City and the City shall not be liable to Contractor for any increased compensation without such written change order. No officer, employee or agent of the City is authorized to direct any extra or changed Work orally. A change order, in the form attached as Exhibit "G" shall be issued and executed promptly after an agreement is reached between the Contractor and City concerning any requested changes as detailed by the itemized estimate. Contractor shall promptly perform changes authorized by duly executed change orders.

7. Bonds:

Contractor shall furnish City a Payment and Performance Bond in an amount equal to the contract price pursuant to Section 255.05, Florida Statutes (the Florida Little Miller Act") prior to commencement of the work. The Bond shall be in substantially the same form as attached hereto as Exhibit "H."

8. Insurance:

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

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

9. Indemnification:

Contractor shall indemnify, defend, save, and hold the City, its agents, officers and employees, harmless of and from any losses, fines, penalties, costs, damages, injuries, claims, demands, suits, and liabilities of any nature, including reasonable attorney's fees and court costs (including regulatory and appellate fees) (collectively "Injuries and Damages"), arising out of, because of, or due to Contractor's performance of the Work under this Contract, whether the Injuries and Damages are to persons or property, of any nature whatsoever, regardless of the apportionment of negligence, unless due to the sole negligence of the City.

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

10. Licensing:

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

11. Cancellation:

City shall have the unconditioned right to cancel or terminate this Contract prior to issuance of Notice to Proceed without owing any liability to the Contractor.

12. Performance of Work/Responsibilities:

The performance of Work and responsibilities hereto are outlined and made a part hereof as identified in this Contract, including the incorporated Exhibits "A," and "B."

13. Final Payment:

The Contractor shall as an explicit condition precedent for final payment, furnish the City with a properly

executed and notarized copy of the Release and Contractor's Final Affidavit, as well as a duly executed copy of the Surety's Consent to Final Payment and such other documentation that may be required by the Contract or the City.

14. Termination for Cause:

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

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

In the event of Termination for Cause of the Contract, the Contractor will be entitled to receive compensation for Contract services satisfactorily performed by the Contractor and allocable to the Contract and accepted by the City Manager or his/her designee prior to such termination. However, an amount equal to all additional costs required to be expended by the City to complete the Work covered by the Contract, including costs of delay in completing the project, shall be offset against any amount due to the Contractor at the time of termination.

Except as otherwise directed by the City Manager, or in the case of Termination for Cause the Contractor shall stop work on the date of receipt of the notice or other date specified in the notice, place no further orders or subcontract for materials, services, or facilities except as are necessary for the completion of such portion of the work not terminated, and terminate all contractors and subcontracts and settle all outstanding liabilities and claims.

In the event that any Termination for Cause shall be found to be improper or invalid by a court, then such termination shall be deemed to have been a Termination for Convenience.

15. Termination for Convenience:

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

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

16. Disclosure:

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

17. Miscellaneous:

17.1 Governing Law/Jurisdiction/Venue

This Contract and the relationship of the parties shall be governed exclusively by the laws of the State of Florida. The state courts of Okaloosa County, Florida shall be the exclusive jurisdiction and venue for any litigation that results from either parties' breach or alleged breach of this Contract.

17.2 Severability

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

17.3 Sovereign Immunity

Nothing in this Agreement is intended to nor shall be construed to waive the **CITY's** sovereign rights and immunities under the Florida Constitution, Common law, or Florida Statutes §768.28, as amended from time to time.

17.4 Construction

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

17.5 **Jury Trial Waiver**

CONTRACTOR AND CITY HEREBY 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, ARISING OUT OF THIS CONTRACT, OR FOR THE WORK PERFORMED PURSUANT TO THIS CONTRACT.

17.6 Attorney's Fees

In any dispute relating to this Contract each party shall be responsible for paying its own attorney's fees and costs.

17.7 Incorporation of Required Federal Contract Clauses

The City is the recipient of federal money for the Work. Therefore, certain federal obligations and requirements apply. These obligations and requirements are attached hereto as Exhibit "I." Exhibit "I" is fully incorporated herein and Contractor agrees and warrants that it can or will fully meet all these obligations and requirements, if applicable. In the event of a conflict between Exhibit "I" and this Contract, Exhibit "I" shall control.

17.8 Notices

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

As to City:

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

As to Contractor:

J. Miller Construction, Inc.
Attn: James Miller, President
8900 Waring Rd
Pensacola, FL 32534

17.9 Public Records

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

- a) Keep and maintain public records that ordinarily and necessarily would be required by the City of Destin in order to perform the service.
- b) Provide the public with access to public records on the same terms and conditions that the City of Destin would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or as otherwise provided by law.
- c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
- d) Meet all requirements for retaining public records and transfer, at no cost, to the City of Destin all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the City of Destin in a format that is compatible with the information technology systems of the City of Destin.
- e) **IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTRACTOR SHALL CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (850) 837-4242, CITY CLERK, 4200 INDIAN BAYOU TRAIL, DESTIN, FL 32541.**

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the City hereunto caused these presents to be subscribed and the Contractor has affixed their name and seal, this the 31st day of August, 2020.

CITY OF DESTIN

By: [Signature] acting CM for Lance Johnson
Lance A. Johnson
City Manager

ATTEST:

[Signature]
Rey Bailey
City Clerk

SEAL

CONTRACTOR:

By: [Signature]
President

[Signature]
Witness

[Signature]
Witness



EXHIBIT "A"

**RFB NO. 20-09-PS NATIONAL FISH AND WILDLIFE FOUNDATION (NFWF)
DRAINAGE IMPROVEMENTS 825 CROSS ST. AND 445 CALHOUN AVE**

EXHIBIT "B"

**RFB NO. 20-09-PS NATIONAL FISH AND WILDLIFE FOUNDATION (NFWF)
DRAINAGE IMPROVEMENTS 825 CROSS ST. AND 445 CALHOUN AVE**

EXHIBIT "C"

APPLICATION AND CERTIFICATE FOR PAYMENT FORM

Application No. _____ Progress _____ Final _____

Engineer's Project No.: _____

Project: **City of Destin, Florida**

**RFB NO. 20-09-PS NATIONAL FISH AND WILDLIFE FOUNDATION (NFWF)
DRAINAGE IMPROVEMENTS 825 CROSS ST. AND 445 CALHOUN AVE**

Contractor: _____ Contract Date: _____

Contract for: _____

Application Date: _____ For Period Ending _____

Change Order Summary			
Change Orders approved in previous months by OWNER TOTAL		ADDITIONS	DEDUCTIONS
Approved this month			
Number	Date Approved		
TOTALS			
Net Change by Change Orders			

- | | | | |
|----|---|----|-------|
| 1. | ORIGINAL CONTRACT SUM | \$ | _____ |
| 2. | Net Change by Change Order | \$ | _____ |
| 3. | CONTRACT SUM TO DATE (Line 1 and 2) | \$ | _____ |
| 4. | TOTAL COMPLETED AND STORED TO DATE | \$ | _____ |
| 5. | RETAINAGE: (Column I & N, Forms 00845 and 00846) | | |
| | a. _____ % of Completed Work | \$ | _____ |
| | b. _____ % of Stored Material | \$ | _____ |
| | Total Retainage (Line 5a and 5b) | \$ | _____ |
| 6. | TOTAL EARNED LESS RETAINAGE
(Line 4 less Line 5 Total) | \$ | _____ |
| 7. | LESS PREVIOUS CERTIFICATES FOR PAYMENT
(Line 6 from prior Certificate) | \$ | _____ |
| 8. | AMOUNT DUE THIS APPLICATION | \$ | _____ |
| 9. | BALANCE TO FINISH, PLUS RETAINAGE
(Line 3 less Line 6) | \$ | _____ |

Contractor's Certification

The undersigned Contractor hereby swears under penalty of perjury that (1) all previous progress payments received from the Owner on account of Work performed under the contract referred to above have been applied by the undersigned to discharge in full all obligations of the undersigned incurred in connection with Work covered by prior Applications for Payment numbered 1 through _____ inclusive; and (2) all materials and equipment incorporated in said Project or otherwise listed in or covered by this Application for Payment are free and clear of all liens, claims, security interest and encumbrances; (3) all Work covered by this Application for Payment is in accordance with the Contract Documents and not defective as that term is defined in the Contract Documents.

Dated _____, 20__

(Contractor)

By: _____
(Name)

(Title)

COUNTY OF _____
STATE OF _____

Before me on this _____ day of _____, 20__, personally appeared by means of __ physical presence or __ online notarization, _____, known to me, who being duly sworn, deposes and says that (s)he is the _____ of the Contractor; that he executed the above Application for Payment and statement on behalf of said Contractor; and that all of the statements contained therein are true, correct and complete.

Notary Public
My Commission Expires _____

Payment of the above AMOUNT DUE THIS APPLICATION is recommended.

By: _____

Date: _____

Owner's Approval

By: _____

(Title)

Acct. No. _____

Date: _____

END OF SECTION

EXHIBIT "D"

RELEASE AND AFFIDAVIT

COUNTY OF _____)
STATE OF FLORIDA)

Before me, the undersigned authority, personally appeared _____, who after being duly sworn, deposes and says:

(1) In accordance with the Contract Documents and in consideration of \$ _____ paid, _____. ("CONTRACTOR") releases and waives for itself and its subcontractors, materialmen, successors and assigns, all claims demands, costs and expenses, whether in contract, in tort, or otherwise, against the CITY OF DESTIN, ("CITY") relating in any way to the performance of the Contract between CONTRACTOR and CITY dated _____, 2020, for the period through _____ for the RFB NO. 20-09-PS NATIONAL FISH AND WILDLIFE FOUNDATION (NFWF) DRAINAGE IMPROVEMENTS 825 CROSS ST. AND 445 CALHOUN AVE.

(2) CONTRACTOR certifies for itself and its subcontractors, materialmen, and all successors and assigns, that all charges for labor, materials, supplies, lands, licenses and other expenses for which CITY might be sued or for which a lien or a demand against any payment bond might be filed, have been satisfied and paid.

(3) CONTRACTOR agrees to indemnify, defend and save harmless CITY from all demands or suits, actions, claims of liens or other charges filed or asserted against the CITY arising out of the performance by CONTRACTOR of the WORK covered by this Release and Affidavit.

(4) This Release and Affidavit is given in connection with CONTRACTOR'S (progress/final) Application for Payment No. _____.

CONTRACTOR:

[Corporate Seal]

By: _____

Date: _____

Witness

Witness

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ___ physical presence or ___ online notarization this _____ day of _____, 2020, by _____, as _____ of _____, Inc, a Florida corporation, on behalf of the corporation.

He/she is personally known to me OR has produced _____ as identification and (did/did not) take an oath.

My Commission Expires:

(signature)

Name: _____
(Legibly Printed)

(AFFIX OFFICIAL SEAL)

Notary Public, State of _____

Serial No., If Any: _____

EXHIBIT "E"

**WAIVER OF RIGHT TO CLAIM
AGAINST THE PAYMENT BOND
(PROGRESS PAYMENT)**

The undersigned, in consideration of the sum of \$_____, hereby waives its right to claim against the payment bond for labor, services, or materials furnished through (insert date) to _____ on the job of the City of Destin, Florida, for improvements to the following described project: RFB NO. 20-09-PS NATIONAL FISH AND WILDLIFE FOUNDATION (NFWF) DRAINAGE IMPROVEMENTS 825 CROSS ST. AND 445 CALHOUN AVE

This waiver does not cover any retention or any labor, services, or materials furnished after the date specified.

CLAIMANT:

[Corporate Seal]

By: _____

Date: _____

EXHIBIT "F"

**WAIVER OF RIGHT TO CLAIM
AGAINST THE PAYMENT BOND
(FINAL PAYMENT)**

The undersigned, in consideration of the final payment in the amount of \$ _____, hereby waives its right to claim against the payment bond for labor, services, or materials furnished to _____ on the job of the City of Destin, Florida, for improvements to the following described project: RFB NO. 20-09-PS NATIONAL FISH AND WILDLIFE FOUNDATION (NFWF) DRAINAGE IMPROVEMENTS 825 CROSS ST. AND 445 CALHOUN AVE

CLAIMANT:

[Corporate Seal]

By: _____

Date: _____

EXHIBIT "G"

CHANGE ORDER FORM

Project: City of Destin, Florida

RFB NO. 20-09-PS NATIONAL FISH AND WILDLIFE FOUNDATION (NFWF) DRAINAGE
IMPROVEMENTS 825 CROSS ST. AND 445 CALHOUN AVE

CHANGE ORDER NO. _____

DATE OF ISSUANCE: _____

CONTRACTOR: _____

EFFECTIVE DATE: _____

ENGINEER: _____

OWNER'S CONTRACT NO.: _____

The following changes are hereby made to the Contract Documents:

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIMES:
Original Contract Price	Original Contract Times
\$ _____	Substantial Completion: _____ Ready for final payment: _____ days or dates
Net changes from previous Change Orders No. ____ to No. ____	Net change from previous Change Orders No. ____ to No. ____
\$ _____	_____ days
Contract Price prior to this Change Order	Contract Times prior to this Change Order
\$ _____	Substantial Completion: _____ Ready for final payment: _____ days or dates
Net Increase (decrease) of this Change Order	Net Increase (decrease) of this Change Order
\$ _____	_____ days
Contract Price with all approved Change Orders	Contract Times with all approved Change Orders
\$ _____	Substantial Completion: _____ Ready for final payment: _____ days or dates

CHANGES ORDERED:

- I. GENERAL This change order is necessary to cover changes in the work to be performed under this Contract. The General Conditions, Supplementary Conditions, Specifications and all parts of the Project Manual listed in Article 1, Definitions, of the General Conditions apply to and govern all work under this change order.

Change Order No. _____

- II. REQUIRED CHANGES: _____

- III. JUSTIFICATION: _____

- IV. PAYMENT: _____

V. APPROVAL AND CHANGE AUTHORIZATION: _____

Acknowledgments:

The aforementioned change, and work affected thereby, is subject to all provisions of the original contract not specifically changed by this Change Order; and,

It is expressly understood and agreed that the approval of the Change Order shall have no effect on the original contract other than matters expressly provided herein.

Change Order Request by: _____

Change(s) Ordered by: _____

RECOMMENDED BY:

ACCEPTED BY:

(Engineer)

(Contractor)

By: _____
(Authorized Signature) (Date)

(Authorized Signature) (Date)

(Title)

(Title)

APPROVED BY:

(Owner)

By: _____
(Authorized Signature) (Date)

Exhibit "H"

Bond # 9001974

PUBLIC CONSTRUCTION BOND

BY THIS BOND, We J. Miller Construction, Inc., as Principal and FCCI Insurance Company, a corporation, as Surety, are bound to the City of Destin, Florida, herein called Owner, in the sum of \$ 290,800***, for payment of which we bind ourselves, our heirs, personal representatives, successors, and assigns, jointly and severally.

THE CONDITION OF THIS BOND is that if Principal:

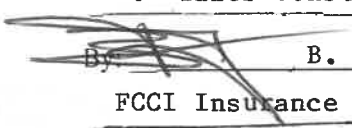
1. Performs the contract dated 8/17/2020 between Principal and Owner for RFB NO. 20-09-PS NATIONAL FISH AND WILDLIFE FOUNDATION (NFWF) DRAINAGE IMPROVEMENTS 825 CROSS ST. AND 445 CALHOUN AVE, the contract being made a part of this bond by reference, at the times and in the manner prescribed in the contract; and
2. Promptly makes payments to all claimants, as defined in Section 255.05(1), Florida Statutes, supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal in the prosecution of the work provided for in the contract; and
3. Pays Owner all losses, damages, expenses, costs, and attorney's fees, including appellate proceedings, that Owner sustains because of a default by Principal under the contract; and
4. Performs the guarantee of all work and materials furnished under the contract for the time specified in the contract, then this bond is void; otherwise it remains in full force.

Any action instituted by a claimant under this bond for payment must be in accordance with the notice and time limitation provisions in Section 255.05(2), Florida Statutes.

Any changes in or under the contract documents and compliance or noncompliance with any formalities connected with the contract or the changes does not affect Surety's obligation under this bond.

DATED ON 8/20/2020, .

J. Miller Construction, Inc.

By  B. Doyle Campbell, Attorney-in-fact

FCCI Insurance Company

GENERAL POWER OF ATTORNEY

Know all men by these presents: That the FCCI Insurance Company, a Corporation organized and existing under the laws of the State of Florida (the "Corporation") does make, constitute and appoint:

B Doyle Campbell

Each, its true and lawful Attorney-In-Fact, to make, execute, seal and deliver, for and on its behalf as surety, and as its act and deed in all bonds and undertakings provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed the sum of (not to exceed \$10,000,000.00): \$10,000,000.00

This Power of Attorney is made and executed by authority of a Resolution adopted by the Board of Directors. That resolution also authorized any further action by the officers of the Company necessary to effect such transaction.

The signatures below and the seal of the Corporation may be affixed by facsimile, and any such facsimile signatures or facsimile seal shall be binding upon the Corporation when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached.

In witness whereof, the FCCI Insurance Company has caused these presents to be signed by its duly authorized officers and its corporate seal to be hereunto affixed, this 13th day of May, 2020.

Attest:

Christopher Shoucair, President
FCCI Insurance Company



Christina D. Welch, EVP, General Counsel,
Chief Audit & Compliance Officer, Secretary
FCCI Insurance Company

State of Florida
County of Sarasota

Before me this day personally appeared Christopher Shoucair, who is personally known to me and who executed the foregoing document for the purposes expressed therein.

My commission expires: 2/27/2023



Notary Public

State of Florida
County of Sarasota

Before me this day personally appeared Christina D. Welch, who is personally known to me and who executed the foregoing document for the purposes expressed therein.

My commission expires: 2/27/2023



Notary Public

CERTIFICATE

I, the undersigned Secretary of FCCI Insurance Company, a Florida Corporation, DO HEREBY CERTIFY that the foregoing Power of Attorney remains in full force and has not been revoked; and furthermore that the February 27, 2020 Resolution of the Board of Directors, referenced in said Power of Attorney, is now in force.

Dated this 20th day of August, 2020

Christina D. Welch, EVP, General Counsel,
Chief Audit & Compliance Officer, Secretary

Exhibit "I"

Federally Required Contract Clauses

The following clauses are incorporated into the contract and Contractor agrees to fully abide by their terms:

Non-Discrimination Requirements

During the performance of this contract, the Contractor will comply with all requirements summarized below and ensure that all subcontractors comply with and all subcontracts contain these requirements:

(1) Statutory Provisions

- a. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) prohibits discrimination on the grounds of race, color, or national origin under programs or activities receiving federal financial assistance;
- b. Title IX of the Education Amendments of 1972 (20 U.S.C. §§ 1681 et seq.) prohibits discrimination on the basis of sex under federally assisted education programs or activities;
- c. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794) prohibits discrimination on the basis of handicap under any program or activity receiving or benefiting from federal assistance;
- d. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), prohibits discrimination on the basis of age in programs or activities receiving federal financial assistance;
- e. The Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.) ("ADA"), including the ADA Amendments Act of 2008 (Public Law 110-325, ("ADAAA")), prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto, as well as public or private entities that provide public transportation.
- f. Any other applicable non-discrimination law(s).

(2) Regulatory Provisions

- a. Treasury Title VI regulations, 31 C.F.R. Part 22, implement Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. §§ 2000d, et seq.) which prohibits discrimination on the grounds of race, color, or national origin under programs or activities receiving federal financial assistance;
- b. Treasury Title IX regulations, 31 Part 28, implement Title IX of the Education Amendments

of 1972 (20 U.S.C. §§ 1681 et seq.) which prohibits discrimination on the basis of sex under federally assisted education programs or activities.

c. Treasury Age Discrimination regulations, 31 C.F.R. Part 23, implement the Age Discrimination Act of 1975, which prohibits discrimination on the basis of age in programs and activities receiving federal financial assistance.

(3) Other Provisions

a. Parts II and III of EO 11246 (30 Fed. Reg. 12319, 1965), "Equal Employment Opportunity," as amended by EO 11375 (32 Fed. Reg. 14303, 1967) and 12086 (43 Fed. Reg. 46501, 1978), require federally assisted construction contracts to include the nondiscrimination provisions of §§ 202 and 203 of EO 11246 and Department of Labor regulations implementing EO 11246 (41 C.F.R. § 60-1.4(b), 1991).

b. EO 13166 (August 11, 2000), "Improving Access to Services for Persons With Limited English Proficiency," requires federal agencies to examine the services provided, identify any need for services to those with limited English proficiency (LEP), and develop and implement a system to provide those services so LEP persons can have meaningful access to them.

(4) Title VII Exemption for Religious Organizations

Generally, Title VII of the Civil Rights Act of 1964, 42 U.S.C. § 2000e et seq., provides that it shall be an unlawful employment practice for an employer to discharge any individual or otherwise to discriminate against an individual with respect to compensation, terms, conditions, or privileges of employment because of such individual's race, color, religion, sex, or national origin. However, Title VII, 42 U.S.C. § 2000e-1(a), expressly exempts from the prohibition against discrimination on the basis of religion, a religious corporation, association, educational institution, or society with respect to the employment of individuals of a particular religion to perform work connected with the carrying on by such corporation, association, educational institution, or society of its activities.

(5) Protections for Whistleblowers

In accordance with 41 U.S.C. § 4712, neither the contractors (vendors) or subcontractors may discharge, demote, or otherwise discriminate against an employee as a reprisal for disclosing information to a person or entity listed below that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant:

- a. A Member of Congress or a representative of a committee of Congress;
- b. An Inspector General;
- c. The Government Accountability Office;

- d. A Treasury employee responsible for contract or grant oversight or management;
- e. An authorized official of the Department of Justice or other law enforcement agency;
- f. A court or grand jury; and/or
- g. A management official or other employee of the recipient, subrecipient, vendor, contractor (vendor), or subcontractor who has the responsibility to investigate, discover, or address misconduct.

Equal Employment Opportunity

During the performance of this contract, the Contractor will comply with all requirements below and ensure that all subcontractors comply with and all subcontracts contain these requirements:

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

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

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

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

(4) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

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

(6) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

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

(8) The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance.

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

The Contractor further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work.

The Contractor agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The Contractor further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a subcontractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order.

Davis Bacon

During the performance of this contract, the Contractor will comply with all requirements below and ensure that all subcontractors comply with and all subcontracts contain these requirements:

(1) Minimum wages.

(i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in § 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)(1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii)

(A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

- (1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
- (2) The classification is utilized in the area by the construction industry; and
- (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification

action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(2)Withholding. The County shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, the (Agency) may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3)Payrolls and basic records.

(i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)

A) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the (write in name of appropriate federal agency) if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant, sponsor, or owner, as the case may be, for transmission to the (write in name of agency). The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the (write in name of appropriate federal agency) if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit them to the applicant, sponsor, or owner, as the case may be, for transmission to the (write in name of agency), the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sponsoring government agency (or the applicant, sponsor, or owner).

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the

contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under § 5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under § 5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the (write the name of the agency) or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(4)Apprentices and trainees –

(i)Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship

Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

(5) Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

(6) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the (write in the name of the Federal agency) 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 the contract clauses in 29 CFR 5.5.

(7) Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

(8) Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

(9) Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7.. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

(10) Certification of eligibility.

(i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

Copeland "Anti-Kickback" Act Clause

During the performance of this contract, the Contractor will comply with all requirements below and ensure that all subcontractors comply with and all subcontracts contain these requirements:

(1) 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.

(2) 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. **(3) 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.

Contract Work Hours and Safety Standards Clause

During the performance of this contract, the Contractor will comply with all requirements below and ensure that all subcontractors comply with and all subcontracts contain these requirements:

(1) Overtime requirements. No Contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$25 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The County shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(4) Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

Debarment and Suspension Status

The Contractor shall verify that no subcontractors or principals of subcontractors appear on the federal government's Excluded Parties List prior to executing an agreement or contract with that entity. The Contractor may not contract with an entity or that entity's principals if that entity or any of its principals appears on the Excluded Parties List. The Excluded Parties List is accessible at <http://www.sam.gov>. The Award, which is included in Exhibit J, and this Project which is funded at least in part by that Award is subject to 31 C.F.R. Part 19.

Drug Free Workplace

The contractor must comply with the provisions of the Drug-Free Workplace Act of 1988 (Public Law 100-690, Title V, Sec. 5153, as amended by Public Law 105-85, Div. A, Title VIII, Sec. 809, as codified at 41 U.S.C. § 8102), Treasury implementing regulations at 31 C.F.R. Part 20, and Section 112.0455, Florida Statutes, which require that the County take steps to provide a drug-free workplace. The Contractor will ensure that all subcontractors comply with these requirements and all subcontracts contain these requirements.

Lobbying Restrictions

During the performance of this contract, the Contractor will comply with all requirements below and ensure that all subcontractors comply with and all subcontracts contain these requirements:

(1) Statutory Provisions

The Contractor must comply with the provisions of 31 U.S.C. § 1352 and regulations at 31 C.F.R. Part 21. No appropriated funds may be expended by the recipient of a Federal grant to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant or the extension, continuation, renewal, amendment, or modification of any Federal grant.

(2) Disclosure of Lobbying Activities

The Contractor must disclose lobbying activities by submitting a completed Form SF-LLL, "Disclosure of Lobbying Activities," regarding the use of non-federal funds for lobbying. The Contractor and all subcontractors, at any tier, who receives a contract or subcontract exceeding \$100,000 under the Award, shall file with the tier above them a certification, set forth in Appendix A of 31 C.F.R. Part 21, that the contractor or subcontractor has not made, and will not make, any payment prohibited by 31 U.S.C. § 1352, as amended. Pursuant to 31 C.F.R. 21.100(d), the certification shall be filed to the next tier above. The Form SF-LLL must be submitted within 15 days following the end of the calendar quarter in which there occurs any event that requires disclosure or that materially affects the accuracy of the information contained in any disclosure form previously filed. The Form SF-LLL must be submitted from subcontractor to contractor until received by the County. The County will submit the Forms SF-LLL, including those received from Contractors and subcontractors, to Treasury within 30 days following the end of the calendar period. Every certification filed shall be treated as a material representation of fact upon which all receiving tiers shall rely. All liability arising from an erroneous representation shall be borne solely by the tier filing that representation and shall not be shared with any tier to which the erroneous representation is forwarded. Submitting an erroneous certification or disclosure constitutes a failure to file the required certification. If a person fails to file a required certification, the United States may pursue all available remedies, including those

authorized by 31 U.S.C. § 1352.

The Award, which is included in Exhibit J, and this Project which is funded at least in part by that Award is subject 31 U.S.C § 1352.

Prohibited and Criminal Activities

During the performance of this contract, the Contractor will comply with all requirements below and ensure that all subcontractors comply with and all subcontracts contain these requirements:

a. The Program Fraud Civil Remedies Act of 1986 (31 U.S.C. §§ 3801-3812), provides for the imposition of civil penalties against persons who make false, fictitious, or fraudulent claims to the federal government for money (including money representing grants, loans or other benefits).

b. False Statements, as amended (18 U.S.C. §1001) provides that whoever makes or presents any materially false, fictitious, or fraudulent statements to the United States shall be subject to imprisonment of not more than five years.

c. False, Fictitious, or Fraudulent Claims, as amended (18 U.S.C. § 287) provides that whoever makes or presents a false, fictitious, or fraudulent claim against or to the United States shall be subject to imprisonment of not more than five years and shall be subject to a fine in the amount provided in 18 U.S.C. § 287.

d. False Claims Act, as amended (31 U.S.C. 18 U.S.C. § 3729 et seq.), provides that suits under this act can be brought by the federal government, or a person on behalf of the federal government, for false claims under federal assistance programs.

e. Copeland "Anti-Kickback" Act, as amended (18 U.S.C. § 874 and 40 U.S.C. § 276c), prohibits a person or organization engaged in a federally supported project from enticing an employee working on the project from giving up a part of his compensation under an employment contract. The Copeland "Anti-Kickback" Act also applies to contractors and subcontractors pursuant to 40 U.S.C. § 3145.

Goals for Women and Minorities in Construction

During the performance of this contract, the Contractor will comply with all requirements below and ensure that all subcontractors comply with and all subcontracts contain these requirements:

Department of Labor regulations set forth in 41 CFR 60-4 establish goals and timetables for participation of minorities and women in the construction industry. These regulations apply to all federally assisted construction contracts in excess of \$10,000. The Contractor must comply with these regulations and must obtain compliance with 41 CFR 60-4 from subcontractors employed in the completion of the Project by including such notices, clauses and provisions in any subcontract procurements as required by 41 CFR 60-4. The goal for participation of women in each trade area must be as follows:

a. From April 1, 1981, until further notice: 6.9 percent;

b. All changes to this goal, as published in the Federal Register in accordance with the Office of Federal Contract Compliance Programs regulations at 41 CFR 604.6, or any

successor regulations, must hereafter be incorporated by reference into these Special Award Conditions; and, c. Goals for minority participation must be as prescribed by Appendix B-80, Federal Register, Volume 45, No. 194, October 3, 1980, or subsequent publications. The Recipient must include the "Standard Federal Equal Employment Opportunity Construction Contract Specifications" (or cause them to be included, if appropriate) in all federally assisted contracts and subcontracts. The goals and timetables for minority and female participation may not be less than those published pursuant to 41 CFR 60-6.

The Contractor must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. Affirmative steps must include:

- a. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- b. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- c. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises;
- d. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and
- e. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.
- f. Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in (a) through (e) of this paragraph.

Clean Air Act and Federal Water Pollution Control Act Clause

During the performance of this contract, the Contractor will comply with all requirements below and ensure that all subcontractors comply with and all subcontracts contain these requirements: Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree 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). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Maximize Use of Recovered/Recycled Materials

During the performance of this contract, the Contractor will comply with all requirements below and ensure that all subcontractors comply with and all subcontracts contain these requirements:

The Contractor 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 by the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

Byrd Anti-Lobbying Amendment

During the performance of this contract, the Contractor will comply with all requirements below and ensure that all subcontractors comply with and all subcontracts contain these requirements:

Contractors that apply or bid for an award of \$100,000 or more 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.

Standard Patent Rights

If this Agreement is for the performance of experimental, developmental, or research work that is funded in whole or in part by the Federal Government, then the following provisions shall apply:

(a) Definitions

(1)*Invention* means any invention or discovery which is or may be patentable or otherwise protectable under Title 35 of the United States Code, or any novel variety of plant which is or may be protected under the Plant Variety Protection Act (7 U.S.C. 2321 et seq.).

(2)*Subject invention* means any invention of the *contractor* conceived or first actually reduced to practice in the performance of work under this *contract*, provided that in the case of a variety of plant, the date of determination (as defined in section 41(d) of the Plant Variety Protection Act, 7 U.S.C. 2401(d)) must also occur during the period of *contract* performance.

(3)*Practical Application* means to manufacture in the case of a composition or product, to practice in the case of a process or method, or to operate in the case of a machine or system; and, in each case, under such conditions as to establish that the invention is being utilized and that its benefits are, to the extent permitted by law or government regulations, available to the public on reasonable terms.

(4)*Made* when used in relation to any invention means the conception or first actual reduction to practice of such invention.

(5)*Small Business Firm* means a small business concern as defined at section 2 of Pub. L. 85-536 (15 U.S.C. 632) and implementing regulations of the Administrator of the Small Business Administration. For the purpose of this clause, the size standards for small business concerns involved in government procurement and subcontracting at 13 CFR 121.3-8 and 13 CFR 121.3-12, respectively, will be used.

(6)*Nonprofit Organization* means a university or other institution of higher education or an organization of the type described in section 501(c)(3) of the Internal Revenue Code of 1954 (26 U.S.C. 501(c)) and exempt from taxation under section 501(a) of the Internal Revenue Code (25

[U.S.C. 501\(a\)](#)) or any nonprofit scientific or educational organization qualified under a state [nonprofit organization](#) statute.

(7) The term *statutory period* means the one-year period before the effective filing date of a claimed [invention](#) during which exceptions to prior art exist per [35 U.S.C. 102\(b\)](#) as amended by the Leahy-Smith America Invents Act, [Public Law 112-29](#).

(8) The term *contractor* means any person, [small business firm](#) or [nonprofit organization](#), or, as set forth in section 1, paragraph (b)(4) of [Executive Order 12591](#), as amended, any business firm regardless of size, which is a party to a [funding agreement](#).

(b) Allocation of Principal Rights

The *Contractor* may retain the entire right, title, and interest throughout the world to each [subject invention](#) subject to the provisions of this clause and [35 U.S.C. 203](#). With respect to any [subject invention](#) in which the *Contractor* retains title, the Federal government shall have a nonexclusive, nontransferable, irrevocable, paid-up license to practice or have practiced for or on behalf of the United States the [subject invention](#) throughout the world.

(c) Invention Disclosure, Election of Title and Filing of Patent Application by *Contractor*

(1) The *contractor* will disclose each [subject invention](#) to the *Federal Agency* within two months after the inventor discloses it in writing to *contractor* personnel responsible for patent matters. The disclosure to the agency shall be in the form of a written report and shall identify the *contract* under which the [invention](#) was [made](#) and the inventor(s). It shall be sufficiently complete in technical detail to convey a clear understanding to the extent known at the time of the disclosure, of the nature, purpose, operation, and the physical, chemical, biological or electrical characteristics of the [invention](#). The disclosure shall also identify any publication, on sale or public use of the [invention](#) and whether a manuscript describing the [invention](#) has been submitted for publication and, if so, whether it has been accepted for publication at the time of disclosure. In addition, after disclosure to the *agency*, the *Contractor* will promptly notify the *agency* of the acceptance of any manuscript describing the [invention](#) for publication or of any on sale or public use planned by the *contractor*.

(2) The *contractor* will elect in writing whether or not to retain title to any such [invention](#) by notifying the *Federal agency* within two years of disclosure to the *Federal agency*. However, in any case where a patent, a printed publication, public use, sale, or other availability to the public has initiated the one year [statutory period](#) wherein valid patent protection can still be obtained in the United States, the period for election of title may be shortened by the *agency* to a date that is no more than 60 days prior to the end of the [statutory period](#).

(3) The *contractor* will file its [initial patent application](#) on a [subject invention](#) to which it elects to retain title within one year after election of title or, if earlier, prior to the end of any [statutory period](#) wherein valid patent protection can be obtained in the United States after a publication, on sale, or public use. If the *contractor* files a provisional application as its [initial patent application](#), it shall file a non-provisional application within 10 months of the filing of the provisional application. The *contractor* will file [patent applications](#) in additional countries or international patent offices within either ten months of the first filed [patent application](#) or six months from the date permission is granted by the Commissioner of Patents to file foreign [patent applications](#) where such filing has been prohibited by a Secrecy Order.

(4) For any [subject invention](#) with *Federal agency* and *contractor* co-inventors, where the *Federal agency* employing such co-inventor determines that it would be in the interest of the government, pursuant to [35 U.S.C. 207\(a\)\(3\)](#), to file an [initial patent application](#) on the [subject invention](#), the *Federal agency* employing such co-inventor, at its discretion and in consultation

with the *contractor*, may file such application at its own expense, provided that the *contractor* retains the ability to elect title pursuant to [35 U.S.C. 202\(a\)](#).

(5) Requests for extension of the time for disclosure, election, and filing under paragraphs (1), (2), and (3) of this clause may, at the discretion of the *Federal agency*, be granted. When a *contractor* has requested an extension for filing a non-provisional application after filing a provisional application, a one-year extension will be granted unless the *Federal agency* notifies the *contractor* within 60 days of receiving the request.

(d) Conditions When the Government May Obtain Title

The *contractor* will convey to the *Federal agency*, upon written request, title to any [subject invention](#) -

(1) If the *contractor* fails to disclose or elect title to the [subject invention](#) within the times specified in paragraph (c) of this clause, or elects not to retain title.

(2) In those countries in which the *contractor* fails to file [patent applications](#) within the times specified in paragraph (c) of this clause; provided, however, that if the *contractor* has filed a [patent application](#) in a country after the times specified in paragraph (c) of this clause, but prior to its receipt of the written request of the *Federal agency*, the *contractor* shall continue to retain title in that country.

(3) In any country in which the *contractor* decides not to continue the prosecution of any non-provisional [patent application](#) for, to pay a maintenance, annuity or renewal fee on, or to defend in a reexamination or opposition proceeding on, a patent on a [subject invention](#).

(e) Minimum Rights to *Contractor* and Protection of the *Contractor* Right to File

(1) The *contractor* will retain a nonexclusive royalty-free license throughout the world in each [subject invention](#) to which the Government obtains title, except if the *contractor* fails to disclose the [invention](#) within the times specified in (c), above. The *contractor's* license extends to its domestic subsidiary and affiliates, if any, within the corporate structure of which the *contractor* is a party and includes the right to grant sublicenses of the same scope to the extent the *contractor* was legally obligated to do so at the time the *contract* was awarded. The license is transferable only with the approval of the *Federal agency* except when transferred to the successor of that party of the *contractor's* business to which the [invention](#) pertains.

(2) The *contractor's* domestic license may be revoked or modified by the *funding Federal agency* to the extent necessary to achieve expeditious [practical application](#) of the [subject invention](#) pursuant to an application for an exclusive license submitted in accordance with applicable provisions at [37 CFR part 404](#) and *agency* licensing regulations (if any). This license will not be revoked in that field of use or the geographical areas in which the *contractor* has achieved [practical application](#) and continues to make the benefits of the [invention](#) reasonably accessible to the public. The license in any foreign country may be revoked or modified at the discretion of the *funding Federal agency* to the extent the *contractor*, its licensees, or the domestic subsidiaries or affiliates have failed to achieve [practical application](#) in that foreign country.

(3) Before revocation or modification of the license, the *funding Federal agency* will furnish the *contractor* a written notice of its intention to revoke or modify the license, and the *contractor* will be allowed thirty days (or such other time as may be authorized by the *funding Federal agency* for good cause shown by the *contractor*) after the notice to show cause why the license should not be revoked or modified. The *contractor* has the right to appeal, in accordance with applicable regulations in [37 CFR part 404](#) and *agency* regulations (if any) concerning the licensing of Government-owned inventions, any decision concerning the revocation or

modification of the license.

(f) **Contractor** Action to Protect the Government's Interest

(1) The *contractor* agrees to execute or to have executed and promptly deliver to the *Federal agency* all instruments necessary to (i) establish or confirm the rights the Government has throughout the world in those subject inventions to which the *contractor* elects to retain title, and (ii) convey title to the *Federal agency* when requested under paragraph (d) above and to enable the government to obtain patent protection throughout the world in that subject invention.

(2) The *contractor* agrees to require, by written agreement, its employees, other than clerical and nontechnical employees, to disclose promptly in writing to personnel identified as responsible for the administration of patent matters and in a format suggested by the *contractor* each subject invention made under contract in order that the *contractor* can comply with the disclosure provisions of paragraph (c) of this clause, to assign to the *contractor* the entire right, title and interest in and to each subject invention made under contract, and to execute all papers necessary to file patent applications on subject inventions and to establish the government's rights in the subject inventions. This disclosure format should require, as a minimum, the information required by paragraph (c)(1) of this clause. The *contractor* shall instruct such employees through employee agreements or other suitable educational programs on the importance of reporting inventions in sufficient time to permit the filing of patent applications prior to U.S. or foreign statutory bars.

(3) For each subject invention, the *contractor* will, no less than 60 days prior to the expiration of the statutory deadline, notify the *Federal agency* of any decision: Not to continue the prosecution of a non-provisional patent application; not to pay a maintenance, annuity or renewal fee; not to defend in a reexamination or opposition proceeding on a patent, in any country; to request, be a party to, or take action in a trial proceeding before the Patent Trial and Appeals Board of the U.S. Patent and Trademark Office, including but not limited to post-grant review, review of a business method patent, *inter partes* review, and derivation proceeding; or to request, be a party to, or take action in a non-trial submission of art or information at the U.S. Patent and Trademark Office, including but not limited to a pre-issuance submission, a post-issuance submission, and supplemental examination.

(4) The *contractor* agrees to include, within the specification of any United States patent applications and any patent issuing thereon covering a subject invention, the following statement, "This invention was made with government support under (identify the *contract*) awarded by (identify the *Federal agency*). The government has certain rights in the invention."

(g) Subcontracts

(1) The *contractor* will include this clause, suitably modified to identify the parties, in all subcontracts, regardless of tier, for experimental, developmental or research work to be performed by a subcontractor.. The subcontractor will retain all rights provided for the *contractor* in this clause, and the *contractor* will not, as part of the consideration for awarding the subcontract, obtain rights in the subcontractor's subject inventions.

(2) The *contractor* will include in all other subcontracts, regardless of tier, for experimental developmental or research work the patent rights clause required by (*cite section of agency implementing regulations or FAR*).

(3) In the case of subcontracts, at any tier, when the prime award with the Federal agency was a contract (but not a grant or cooperative agreement), the *agency*, subcontractor, and the contractor agree that the mutual obligations of the parties created by this clause constitute a contract between the subcontractor and the Federal agency with respect to the matters covered by the

clause; provided, however, that nothing in this paragraph is intended to confer any jurisdiction under the Contract Disputes Act in connection with proceedings under paragraph (j) of this clause.

(h) Reporting on Utilization of Subject Inventions

The *Contractor* agrees to submit on request periodic reports no more frequently than annually on the utilization of a [subject invention](#) or on efforts at obtaining such utilization that are being [made](#) by the *contractor* or its licensees or assignees. Such reports shall include information regarding the status of development, date of first commercial sale or use, gross royalties received by the [contractor](#), and such other data and information as the *agency* may reasonably specify. The *contractor* also agrees to provide additional reports as may be requested by the *agency* in connection with any march-in proceeding undertaken by the *agency* in accordance with paragraph (j) of this clause. As required by [35 U.S.C. 202\(c\)\(5\)](#), the *agency* agrees it will not disclose such information to persons outside the government without permission of the *contractor*.

(i) Preference for United States Industry

Notwithstanding any other provision of this clause, the *contractor* agrees that neither it nor any assignee will grant to any person the exclusive right to use or sell any [subject inventions](#) in the United States unless such person agrees that any products embodying the [subject invention](#) or produced through the use of the [subject invention](#) will be manufactured substantially in the United States. However, in individual cases, the requirement for such an agreement may be waived by the *Federal agency* upon a showing by the *contractor* or its assignee that reasonable but unsuccessful efforts have been [made](#) to grant licenses on similar terms to potential licensees that would be likely to manufacture substantially in the United States or that under the circumstances domestic manufacture is not commercially feasible.

(j) March-in Rights

The *contractor* agrees that with respect to any [subject invention](#) in which it has acquired title, the *Federal agency* has the right in accordance with the procedures in [37 CFR 401.6](#) and any supplemental regulations of the *agency* to require the *contractor*, an assignee or exclusive licensee of a [subject invention](#) to grant a nonexclusive, partially exclusive, or exclusive license in any field of use to a responsible applicant or applicants, upon terms that are reasonable under the circumstances, and if the *contractor*, assignee, or exclusive licensee refuses such a request the *Federal agency* has the right to grant such a license itself if the *Federal agency* determines that:

(1) Such action is necessary because the *contractor* or assignee has not taken, or is not expected to take within a reasonable time, effective steps to achieve [practical application](#) of the [subject invention](#) in such field of use.

(2) Such action is necessary to alleviate health or safety needs which are not reasonably satisfied by the *contractor*, assignee or their licensees;

(3) Such action is necessary to meet requirements for public use specified by Federal regulations and such requirements are not reasonably satisfied by the *contractor*, assignee or licensees; or

(4) Such action is necessary because the agreement required by paragraph (i) of this clause has not been obtained or waived or because a licensee of the exclusive right to use or sell any [subject invention](#) in the United States is in breach of such agreement.

(k) Special Provisions for **Contracts** with Nonprofit Organizations

If the *contractor* is a [nonprofit organization](#), it agrees that:

(1) Rights to a [subject invention](#) in the United States may not be assigned without the approval of the *Federal agency*, except where such assignment is [made](#) to an organization which has as one

of its primary functions the management of inventions, provided that such assignee will be subject to the same provisions as the *contractor*;

(2) The *contractor* will share royalties collected on a [subject invention](#) with the inventor, including Federal employee co-inventors (when the agency deems it appropriate) when the [subject invention](#) is assigned in accordance with [35 U.S.C. 202\(e\)](#) and [37 CFR 401.10](#);

(3) The balance of any royalties or income earned by the *contractor* with respect to subject inventions, after payment of expenses (including payments to inventors) incidental to the administration of subject inventions, will be utilized for the support of scientific research or education; and

(4) It will make efforts that are reasonable under the circumstances to attract licensees of [subject inventions](#) that are [small business firms](#) and that it will give a preference to a [small business firm](#) when licensing a [subject invention](#) if the *contractor* determines that the [small business firm](#) has a plan or proposal for marketing the [invention](#) which, if executed, is equally as likely to bring the [invention](#) to [practical application](#) as any plans or proposals from applicants that are not small business firms; provided, that the *contractor* is also satisfied that the [small business firm](#) has the capability and resources to carry out its plan or proposal. The decision whether to give a preference in any specific case will be at the discretion of the [contractor](#). However, the *contractor* agrees that the *Federal agency* may review the *contractor's* licensing program and decisions regarding small business applicants, and the *contractor* will negotiate changes to its licensing policies, procedures, or practices with the *Federal agency* when the *Federal agency's* review discloses that the *contractor* could take reasonable steps to implement more effectively the requirements of this paragraph (k)(4). In accordance with [37 CFR 401.7](#), the *Federal agency* or the *contractor* may request that the [Secretary](#) review the *contractor's* licensing program and decisions regarding small business applicants.

ADA Standards for Accessible Design for Construction Awards

During the performance of this contract, the Contractor will comply with all requirements below and ensure that all subcontractors comply with and all subcontracts contain these requirements:

The U.S. Department of Justice has issued revised regulations implementing Title II of the ADA (28 C.F.R. Part 35) and Title III of the ADA (28 C.F.R. Part 36). The revised regulations adopted new enforceable accessibility standards called the "2010 ADA Standards for Accessible Design" (2010 Standards). The 2010 Standards are an acceptable alternative to the Uniform Federal Accessibility Standards (UFAS). Treasury deems compliance with the 2010 Standards to be an acceptable means of complying with the Section 504 accessibility requirements for new construction and alteration projects. All new construction and alteration projects must comply with the 2010 Standards.



JMILLER-01

KLACY

CERTIFICATE OF LIABILITY INSURANCE

 DATE (MM/DD/YYYY)
 8/25/2020

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

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

PRODUCER Underwood Anderson & Assoc., Inc. 2302 North 9th Ave Pensacola, FL 32503	CONTACT NAME: Kayleigh Lacy PHONE (A/C, No, Ext): (850) 434-5526 FAX (A/C, No): (850) 438-0330 E-MAIL ADDRESS: kayleigh@underwoodanderson.com														
INSURED J Miller Construction Inc 8900 Waring Road Pensacola, FL 32534	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: left;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: left;">NAIC #</th> </tr> <tr> <td>INSURER A : Hallmark Specialty Insurance Company</td> <td>26808</td> </tr> <tr> <td>INSURER B : Travelers Casualty And Surety Company Of America</td> <td>31194</td> </tr> <tr> <td>INSURER C : Bridgefield Employers Insurance Company</td> <td>10701</td> </tr> <tr> <td>INSURER D : RLI Insurance Company</td> <td>13056</td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Hallmark Specialty Insurance Company	26808	INSURER B : Travelers Casualty And Surety Company Of America	31194	INSURER C : Bridgefield Employers Insurance Company	10701	INSURER D : RLI Insurance Company	13056	INSURER E :		INSURER F :	
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INSURER E :															
INSURER F :															

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☐ LOC OTHER:	X		77GLO200065	3/16/2020	3/16/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 EMPLOYEE BENEFIT \$ 1,000,000
B	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY			BA-4P10283A-20-42-G	1/8/2020	1/8/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	UMBRELLA LIAB ☒ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$			77HX209516	3/16/2020	3/16/2021	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	830-52453	3/25/2020	3/25/2021	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Inland Marine			ILM0709269	3/15/2020	3/15/2021	Leased/Rented 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Project: City of Destin, Florida
 RFB NO. 20-09-PS NATIONAL FISH AND WILDLIFE FOUNDATION (NFWF) DRAINAGE IMPROVEMENTS 825 CROSS ST. AND 445 CALHOUN AVE

City of Destin is an Additional Insured as pertains to General Liability as per written contract.

CERTIFICATE HOLDER

CANCELLATION

City of Destin
 4200 Indian Bayou Trail
 Destin, FL 32541

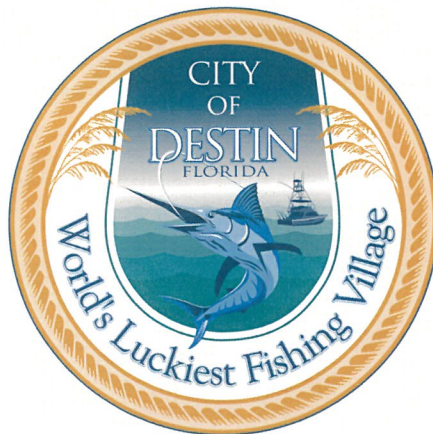
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

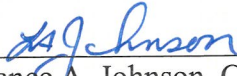
CITY OF DESTIN, FLORIDA

**REQUEST FOR BIDS
RFB NO. 20-09-PS**

**NATIONAL FISH AND WILDLIFE FOUNDATION (NFWF)
DRAINAGE IMPROVEMENTS
825 CROSS ST. AND 445 CALHOUN AVE.**



City of Destin, Florida
May 21 , 2020



Lance A. Johnson, City Manager
Phone (850) 837-4242
Facsimile (850) 837-3267
4200 Indian Bayou Trail
Destin, Florida 32541

**RFB NO. 20-09-PS
NFWF DRAINAGE IMPROVEMENTS
825 CROSS ST. AND 445 CALHOUN AVE.**

CITY OF DESTIN, FLORIDA

The City of Destin will receive sealed competitive bids for National Fish and Wildlife Foundation (NFWF) Drainage Improvements at 825 Cross Street and 445 Calhoun Ave in the City of Destin.

As outlined in the project design plans and specifications, the Scope of Work for the two sites will include mobilization, maintenance of traffic, excavation & dewatering, installation of piping/exfiltration and inlet structures, repair of sub-base, base and paving of roadway, signage and pavement markings as needed, 5' wide concrete sidewalk/driveway/guardrail and repair of irrigation and landscaping as per plans consisting of 2 sets of civic sheets (9 and 11 pages, respectively) & specifications. The project is anticipated to take 120 calendar days to complete.

Project plans and specifications, and submittal requirements can be obtained from the City Clerk's Office at the City of Destin, 4200 Indian Bayou Trail, Destin, Florida 32541. Bid submissions must be received by the City Clerk's Office at the City of Destin, 4200 Indian Bayou Trail, Destin, Florida 32541, in a sealed envelope clearly marked **“RFB NO. 20-09-PS NFWF DRAINAGE IMPROVEMENTS 825 CROSS ST. AND 445 CALHOUN AVE.”**, along with the name, return address and telephone number of the submitter, no later than **2:00 p.m. (CDT)**, on **June 25, 2020** at which time they will be opened. The City reserves the right to reject any and all submittals or portions thereof, to waive minor defects and informalities in the process, to accept the Bid(s) or take any other actions deemed by the City to be in the City's best interest.

Lance A. Johnson
City Manager

RFB NO. 20-09-PS
NFWF DRAINAGE IMPROVEMENTS
825 CROSS ST. AND 445 CALHOUN AVE.

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RFB NO. 20-09-PS
NFWF DRAINAGE IMPROVEMENTS
825 CROSS ST. AND 445 CALHOUN AVE.

1.0 INTRODUCTION

The City of Destin will receive sealed competitive bids for NFWF Drainage Improvements at 825 Cross Street and 445 Calhoun Ave. This project is funded through the National Fish and Wildlife Foundation Gulf Environmental Benefit Fund and is subject to the grant terms between the Foundation and the City of Destin, as well as all Federal procurement provisions and standards set forth in 2 CFR 200.318 – 200.326. Payment requests will require itemization by task and cost category of the work performed and a narrative description of the work for which the payment is being requested.

It is the responsive bidder's responsibility to read and understand the requirements of this request for bid. Responsive bidders are required to state exactly what they intend to furnish the City of Destin via this solicitation and must indicate any variances to the terms, conditions and specifications of this RFB, no matter how slight. If variations are not stated in the bid, it shall be construed that the bid fully complies with all conditions identified in this RFB.

Before submitting a bid, each responsive bidder will, at bidder's own expenses, make or obtain any additional examinations, investigations and studies, and obtain any additional information and data that may affect costs, permitting, progress, performance of furnishing of the project and that the responsive bidder deems necessary to determine its bid.

Responsive bidder will examine all documents included in this RFB carefully and shall make a written request to the City's authorized representative for interpretation or correction of any ambiguity, inconsistency, or error herein.

Any interpretation or correction will be issued by the City as an addendum to the RFB. Only a written interpretation or correction by addendum shall be binding. Responsive bidders are cautioned against relying up on any interpretation or correction given by any other method.

The submission of a bid shall not be deemed an agreement between the responsive bidder and the City. The bid is a contractual offer by the responsive bidder to perform services in accordance with the RFB. The City shall not be obligated to respond to any bid submittal nor be bound in any manner by the submission of a bid.

2.0 INSTRUCTION TO BIDDERS

- A. The City of Destin will accept RFB responses until **June 25, 2020 at 2:00 P.M. (CDT)** at City Clerk's Office located at City Hall, 4200 Indian Trail Bayou Destin FL. 32541, to provide the City with Qualified Respondents for **RFB 20-09-PS NFWF Drainage Improvements 825 Cross St. and 445 Calhoun Ave.**
- B. Any responses received after the above stated time and date will NOT be considered. It shall be the sole responsibility of the responsive bidder to have their RFB submittal delivered to City Clerk's Office for receipt on or before the above stated time and date. RFB responses which arrive after the above stated deadline as a result of delay by the mail service shall not be considered, and arrangements shall be made for their return at

RFB NO. 20-09-PS
NFWF DRAINAGE IMPROVEMENTS
825 CROSS ST. AND 445 CALHOUN AVE.

- the responsive bidder's request and expense. The City reserves the right to consider submittals that have been determined by the City to be received late due solely to mishandling by the City after receipt of the RFB and prior to the award being made.
- C. All RFB's will be publicly opened and recorded for acknowledgement of receipt in the City Hall Boardroom on June 25, 2020 no later than 2:00 P.M. (CDT). All responsive bidders or their representatives are invited to be present. The City Hall Boardroom is located at 4200 Indian Bayou Trail Destin, FL 32541.
 - D. Respondents may request information regarding the RFB in writing from City Clerk Rey Bailey, clerk@cityofdestin.com. Such a request shall be received in writing at least five (5) business days prior to the submittal deadline.
 - E. If any addendum(s) are issued to this RFB, the City will attempt to notify all prospective respondents. It shall be the responsibility of each respondent, prior to submitting the RFB response, to contact the City Clerk's Office, at (850) 837-4242 to determine if any addendum(s) were issued and to complete any addendum acknowledgements as part of their RFB response.
 - F. One (1) original, so designated, and seven (7) copies (for a total of eight (8) submissions), and one (1) digital copy on a USB Thumb Drive of the RFB responses shall be submitted in a sealed package clearly marked on the outside "RFB 20-09-PS, NFWF Drainage Improvements 825 Cross St. and 445 Calhoun Ave." and addressed: City of Destin, City Clerk's Office, 4200 Indian Bayou Trail, Destin, FL 32541.
 - G. Complete and submit Responsive Bidder Qualification Statement, form herein as an attachment. Clearly indicate the legal name, address and telephone number of the responsive bidder. Responses shall be signed above the typed or printed name and title of the signer. The signer shall have the authority to bind the responsive bidder to the submitted RFB. Responsive bidders must note their Federal Employer Identification Number (FEIN) on their RFB submittal.
 - H. Submissions shall be portrait orientation, "8 1/2 X 11" where practical and double-sided. One sheet of paper printed on both sides is considered 2 pages.
 - I. All expenses for making RFB submittals to the city are to be borne by the responsive bidder.
 - J. Responses shall be evaluated by the Bid Committee based on all information submitted and a ranked list of responsive bidders will be submitted to the City Council for approval. Responsive bidders may be required to provide a presentation at a City Council meeting.
 - K. The Bid Committee shall consist of City of Destin staff members.
 - L. Each responsive bidder, by submission of a bid, acknowledges that in the event of any legal action challenging the award of the RFB; damages, if any, shall be limited to the actual cost of the preparation of the RFB.

RFB NO. 20-09-PS
NFWF DRAINAGE IMPROVEMENTS
825 CROSS ST. AND 445 CALHOUN AVE.

M.

PROCUREMENT SCHEDULE	
Tasks	Date
RFB issued	May 21, 2020
Last day for questions to be submitted	June 18, 2020
Due Date/Bid opening	June 25, 2020
Tentative Date - Bid Committee Evaluation	June 30, 2020
Tentative Date – City Council Meeting	July 6, 2020
Tentative Date-NFWF Concurrence	July 15, 2020
Tentative Date- Notice of Award	July 15, 2020
Tentative Date -Execution of Contract	July 21, 2020
Tentative Date- Notice to Proceed	July 30, 2020

3.0 SCOPE OF WORK

Details of the proposed work are provided in the engineering drawings and specifications, (see technical attachments including all addendums) All work shall be completed as shown in the construction documents and in accordance with applicable federal, state, and local codes and regulations.

The construction costs of the project include project inspection fees and monitoring reports, site work, demolition and removal, Contractor is responsible for obtaining all necessary governmental agency permits.

Project implementation for this scope of work under this RFB includes all labor, materials, equipment, and services required for construction including any permitting, compliance with all federal, state, and local codes and construction of the project. All new construction shall be completed as indicated in the construction documents. All work shall meet City standards and be performed to the satisfaction of the City Engineer or his designee. All materials and equipment shall be subject to inspection by the City prior to incorporation into the final work.

As outlined in the project design plans and specifications, the Scope of Work for the two sites, will include mobilization, maintenance of traffic, excavation & dewatering, installation of piping/exfiltration and inlet structures, repair of sub-base, base and paving of roadway, signage and pavement markings as needed, 5' wide concrete sidewalk/driveway/guardrail and repair of irrigation and landscaping as per plans consisting of 2 sets of civic sheets (9 and 11 pages, respectively) & specifications. The project is anticipated to take 120 calendar days to complete.

RFB NO. 20-09-PS
NFWF DRAINAGE IMPROVEMENTS
825 CROSS ST. AND 445 CALHOUN AVE.

3.1 Scope of Work will include

- a. Mobilization
- b. Maintenance of Traffic
- c. Excavation/Dewatering
- d. Grading
- e. Installation of Piping & Inlet Structures
- f. Repair of Sub-Base
- g. Paving of Roadway
- h. Signage & Pavement Markings
- i. ADA Compliant Sidewalk/Driveway/Guardrail
- j. Repair of Irrigation & Landscaping
- k. Sub-base, Base & Asphalt Compaction & Core Testing per Land Development Code Article 8.03.04.A., B. & C.

3.2 Project Schedule

Final Completion Deadline is December 15, 2020 Contractor shall reach substantial completion for all work thirty (30) days prior to final completion. The time stated for completion shall include final cleanup of the premises. Extensions of contract time for delays caused by the effects of inclement weather are justified only when rain or other inclement weather conditions or related adverse soil conditions prevent the Contractor from productively performing controlling items of work resulting in:

- The Contractor being unable to work at least 50% of the normal workday on predetermined controlling work items; or
- The Contractor must make major repairs to work damaged by weather, providing the damage was not attributable to a failure to perform or neglect by the Contractor.

ESTIMATED PROJECT SCHEDULE	
Tasks	Date
Permitting	August 1, 2020
Begin Construction	August 15, 2020
Substantial completion date	November 15, 2020
Complete Construction	December 15, 2020

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4.0 PROJECT CONTRACTOR REQUIREMENTS

City of Destin is seeking an independent General or Underground Utility and Excavation Contractor (including all necessary independent subcontractors) with all applicable licenses for work on this project.

4.1 FDOT Prequalification:

Construction firms shall be prequalified by the Florida Department of Transportation in grading, grassing, seeding and sodding, concrete sidewalks, drainage, milling, hot-in place resurfacing and pavement marking, and in good standing at the time of bidding.

4.2 License Requirements

Provide all applicable contractor licenses: including license name, license numbers and contact information. Contractor must be Florida State Certified or possess an Okaloosa County Competency License <http://www.co.okaloosa.fl.us/gm/licensing>.

Contractor is required to register with the City of Destin.

<https://www.cityofdestin.com/DocumentCenter/View/12259/Contractor-Packet>.

4.3 Insurance Requirements

Respondent, contractor and/or sub-contractors (used interchangeably) shall, at its expense, procure and maintain at a minimum for the duration of the project and through the period as stated in the Construction Contract, the types and amounts of insurance described below or as otherwise requirement by state and federal law:

- a. Workers' Compensation and Employers Liability Insurance: Shall carry Workers' Compensation Insurance in accordance with the laws of the State of Florida and in the amounts sufficient to secure the benefits of the Florida Workmen's Compensation Law for all types of employees, including those of subcontractors. Any Florida State or County Licensed contractor whom performs anytime of marine contraction work as defined in FAC 61G4015.033, must maintain applicable workers' and general liability insurance as required by state and federal law, including but not limited to the provisions of the Longshore and Harbor Workers' Compensation Act.
- b. General Liability Insurance: General Liability Insurance with a minimum liability insurance requirement of \$1,000,000 for combined single limit.
- c. Respondent shall produce proof of insurance in the types and amounts required by the city, state, and federal regulations, including the foregoing and any additional coverages, including Automobile Liability and or Builder's Risk Insurance, as may be defined at the time of contract. The city shall be named as an additional insured party and all binders, policies or certificates of insurance shall include a provision that such insurance coverage shall not be cancelled or amended without at least thirty days' notice to the city. All coverage shall be with carriers doing business in the State of Florida. Carriers shall be A rated (or better) by AM Best Company. City reserves the right to modify its insurance requirements with 60 days' notice.

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4.4 Bonding Requirements

a. Bid Bond Security

All bidders shall furnish with their bids a bid bond (Attachment No. 5). Said bid bond shall be issued by a surety duly authorized to conduct business in the State of Florida and shall be in the amount of five percent (5%) of the total amount of the bid. Bid security is submitted as a guarantee that the Bidder, if awarded the Contract, will promptly execute such Contract in accordance with the Bid and in the manner and form required as defined by the Contract Documents (Attachment No. 9). The Bidder must be named as the principal of the bond. Surety companies executing bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State of Florida. See Article 5 of the General Conditions as amended by Supplementary Conditions.

b. Performance and Payment Bond

The bidder to whom the Contract is awarded shall furnish to the City, without extra compensation, and shall maintain in effect throughout the life of the Contract, and for the duration of the period described in the bond, acceptable Performance and Payment bonds in sums at least equal to 100% of the full amount of the Contract, conditioned to indemnify and save harmless the City from and against any loss, damage, or expense ensuing from failure on the part of the Contractor to faithfully and properly perform the Contract or to promptly pay all its subcontractors, suppliers, materialmen or laborers for work completed on the Project.

- c. The required forms for the performance and payment bonds are included in these Instructions. If within ten (10) calendar days after the acceptance of the bid, the successful bidder shall refuse or neglect to execute the contract and to furnish the required performance and payment bonds properly signed by the bidder and the surety or sureties satisfactorily to the owner, the bidder shall be deemed to be in default and the owner will retain the Bid Bond Security as liquidated damages, but not as a penalty. The owner reserves the option to accept the bid of any of the other bidder within ten (10) calendar days from default, in which case such acceptance shall have the same effect on such bidder as though he were the original, successful bidder.

4.5 Permitting Requirements

Contractor is required to obtain all required permits prior to the start of construction.

- a. City of Destin General Permit (for infrastructure work)
<https://www.cityofdestin.com/DocumentCenter/View/137/General-Permit>
- b. City of Destin Work on the Right-of-Way Permit
- c. Submit White Sand Application Form
- d. Any and all other applicable and/or required federal, state, and local permits

4.6 Codes and Standards

All project work shall be done in accordance with all applicable Federal, State, and local codes and standards which include, but not limited to Davis-Bacon Act (40 U.S.C.

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3142), Florida State Building Codes, City Codes and Ordinances, Approved Development Order and Manufacturers Recommendations.

5.0 PROJECT CONSTRUCTION CONSIDERATIONS

5.1 Site Preparation

- a. Clearing and Grubbing: All clearing, and grubbing shall be completed to limits shown in the construction documents and in accordance with applicable local, State and Federal ordinances/regulations.
- b. Erosion Control: Erosion control devices shall be installed as shown in the construction documents. The contractor shall maintain all devices throughout the life of the contract.
- c. Tree Protection: Those trees identified to remain at the completion of the project will be protected with orange construction fencing (or equivalent) throughout the duration of the project. The tree protection area is defined as a ring of fencing with a radius of 1' for every 1" of trunk diameter measured at 4.5' above ground level. Those hardscaped items to be removed during the demolition phase will have the tree protection added immediately after removal. Exceptions to this rule must be approved by the Project Manager in writing.
- d. Turf Replacement: After final grading, all disturbed areas will be stabilized with sod (St. Augustine, Centipede or sod that matches existing turf).
- e. Public Infrastructure and Accesses: Contractor will be responsible for any damages to publicly owned infrastructure to include sidewalks, curb and gutter, storm sewer inlets/grates, manholes, pipes, etc. Repair or replacement of these items will adhere to Florida Department of Transportation (FDOT), City of Destin, and Destin Water Users standards as applicable.
- f. Private Infrastructure/Property: Contractor will be responsible for any damages to privately owned infrastructure/property to include driveways, walkways, yard inlets and piping, irrigation systems, etc. Repair or replacement of these items will be coordinated through the Project Manager, City Staff and the property owner.
- g. Contractor will limit times of activity to 6am to 6pm Monday through Sunday. No construction activity shall take place on federally recognized Holidays. City of Destin reserves the right to direct the contractor as to specific days when work will be allowed.

5.2 Schedule for Delivery of Materials

The successful respondent shall be responsible for receiving all materials delivered.

5.3 Waste Disposal

Contractor shall be responsible for disposal of all waste and debris.

5.4 Site Utilities (Potable Water, Wastewater, and Storm Drainage/Stormwater)

All site utilities shall be installed as indicated in the construction documents and shall comply with all applicable local, State and Federal codes and regulations in terms of material quality and workmanship. The contractor shall obtain all required permits prior to starting work.

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5.5 Material Data

- a. Bids should be based on materials and products, as outlined in the engineered drawings and specifications, or their equivalent. Bid submittals must include product/material specification sheets for each comparable or "equivalent" material or product.

5.6 Construction Administration & Management

City of Destin designated project manager (Alex Rouchaleau, P.E. Project Manager/Dewberry Engineers, Inc.) will provide Construction Administration and inspection services for this project.

- A. Bidder shall identify a Construction/ Quality Assurance Supervisor
 1. Providing their name(s), qualifications including a minimum of five (5) years of experience on similar scope and magnitude projects.
 2. If named individual is replaced during construction period, replacement will require approval of same or greater credentials and experience level initially proposed prior to replacements' start of work.
 3. Construction/Quality Assurance Supervisor shall be responsible for communicating with City of Destin designated project manager, designated city staff, and shall provide directives and attend scheduled construction meeting on/off site, and review of all project billing.

5.7 Warranty Submittal Requirements

- A. For all major pieces of equipment, submit a warranty from the equipment manufacturer. The manufacturer's warranty period shall be concurrent with the Contractor's for one (1) year, unless otherwise specified, commencing at the time of final acceptance by the Owner.
- B. The City reserves the right to request warranties for equipment not classified as major. The Contractor shall still warrant equipment not considered to be "major" in the Contractor's one-year warranty period even though certificates of warranty may not be required.
- C. In the event that the equipment manufacturer or supplier is unwilling to provide a one (1) year warranty commencing at the start of the Correction Period, the Contractor shall obtain from the manufacturer a two (2) year warranty commencing at the time of equipment delivery to the job site. This two (2) year warranty from the manufacturer shall not relieve the Contractor of the one (1) year warranty.
- D. The City shall incur no labor or equipment cost during the guarantee period.
- E. Guarantee shall cover all necessary labor, equipment and replacement parts resulting from faulty or inadequate equipment design, improper assembly or erection, defective workmanship and materials, leakage, breakage or other failure of all equipment and components furnished by the manufacturer.

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5.8 Project Close-Out

Any documents prepared by the construction team for this project are for the City of Destin's use. City of Destin shall have sole ownership of such documents to include to include making reproducible copies for its use and information in connection with follow-up contracts for design services, further planning, construction, or for permitting uses.

In order to accept project as final the following must occur:

1. Completion of the punch list.
2. Acceptance and occupancy of the project.
3. Submission and approval of final invoice.
4. Submission of all product warranties and operating manuals.
5. Successful Final Completion inspection by the City of Destin, including all Certificate of Occupancy and/or Certificate of Completion requirements.
6. Provide accurate construction As-Built drawings representing final installation. Provide surveyed As-Built drawings for underground utilities. Provide As-Built information to City of Destin Engineer for review and approval prior to final approval.
7. Receipt of two (2) copies detailed, as-built drawings, and an electronic copy on flash drive of as-built drawings stamped by contractor as "As-Built".
8. Provide at close of project, all Operations and Maintenance Manuals that
 - a. include all information and warranties. Provide two (2) copies and an electronic copy in PDF format, on same flash drive.
9. Provide written warranties covering quality of labor and installation of all
 - a. products/materials.
10. All final project submittals are required to be on flash drive format. Documents can be submitted as PDF files.
11. Provide Sub-base, Base & Asphalt Compaction & Core Testing Results per Land Development Code Article 8.03.04.A., 8.03.04.B. & 8.03.04.C.

6.0 EVALUATION OF RESPONSES

6.1 Selection Process

- A. Bid Committee will review each written submission for compliance with the requirements of the RFB, including verifying that each response includes all documents required.
- B. Bid Committee members will review, analyze, compare, individually score and rank all responses based on the requirements of the RFB, information submitted and, but not limited to, qualifications and price.
- C. Bid Committee will conduct a public meeting chaired by the City Manager's designee to discuss the individual scores, summarize the scores in a ranking matrix to be forwarded to the City Council. Upon request, responsive bidder may be required to provide a presentation at a City Council meeting.
- D. After a ranking of firms has been approved by the City Council, it is the intent of the City of Destin, in accordance with the RFB documents, to award a contract

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based on the bid that meets the project requirements, meets the required schedule, and will produce the highest quality product for the price. A copy of the respondent's bid and the RFB including scope of work will be incorporated and become a part of the contract.

6.2 Criteria for Determining Lowest, Best Responsive and Responsible Bidder

Criteria is listed numerically by their relative order of importance.

EVALUATION CRITERIA	POINTS
Bid Amount	40
Qualifications/Experience/Past Performance	20
Project Approach	20
Past Performance	20
TOTAL	100

1. Bid Amount

- a) Costs will be evaluated based on the items outlined in the scope of work and bid submission requirements.
- b) Are costs reasonable compared to the work performed? Are assumptions used in developing costs reasonable?
- c) Did responsive bidder provide all the requested cost information?
- d) How competitive is the bid compared to the others received?

2. Qualifications and Experience

- a) Does the contractor have the experience necessary to carry out the specific work for this project? Does the contractor have experience with similar projects?
- b) Does the background and qualifications of individual key team members provide proven technical, operational, and managerial experience needed to handle the proposed project? Are the company structure and the relation of the project team clearly shown?
- c) Do financial qualifications clearly demonstrate financial stability of the company?

3. Project Approach and Performance Differentiators

- a) Does the submittal include detailed information that demonstrates the responsive bidder's understanding of the scope of work and how they intend to meet the objectives of the project?
- b) Does submittal demonstrate the firm's ability to manage existing budgets and implement cost controls throughout a project?
- c) Has responsive bidder demonstrated knowledge of local site conditions and applicable requirements? Does submittal contain approach to receiving permitting and maintaining the original construction scheduled as provided for in the scope of work?
- d) Is project approach specific, describing the means and methods of accomplishing the work. Does it identify any key issues on the project and/or

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propose some potential solutions?

- e) Does contractors schedule and availability practical and meet project requirements?

4. Past Performance

- a) Do past performance evaluations and/or past performance information provided reflect a trend of satisfactory performance?

Basis of evaluation:

- (i) A pattern of successful completion of work
 - (ii) A pattern of work identical to, similar to, or related to the work the project requires.
 - (iii) Ability shown, through workmanship provided on other projects.
- (b) Do references demonstrate the company's quality of work?

7.0 BID REQUIREMENTS

The following list of items are requirements and information the contractor shall include in their bid submittal:

- A. Any and all fees shall be included in the bid form (Attachment No. 2). Cost breakdown should include primary construction costs, i.e., mobilization, demolition, materials, as shown on the bid form.
 - 1. On your letterhead, provide and identify separately all fees associated with any permitting, survey that will be the responsibility of the contractor to administer.
 - 2. Provide product information for all materials used including manufacturer warranties.
 - 3. On your letterhead, provide construction workmanship warranty information.
 - 4. On your letterhead, provide detailed, specific project approach, describing the means and methods of accomplishing the work including:
 - a. Address protection of the site's existing features, i.e., trees, etc.
 - b. Include description of equipment used, material storage, and any demolition proposed that is outside the requirements specified in the project plans.
 - 5. Meetings with City of Destin project manager as needed to provide and receive information including weekly progress meetings and any other meetings required to successfully complete this project, including pre-construction meetings, if awarded.
- B. On your letterhead, provide and identify any other work required to complete the project not outlined in engineered plans or this RFB.
- C. On your letterhead, provide a proposed schedule for construction, including receiving materials, permitting, mobilization, demolition, construction, and demobilization.
- D. Provide assurance of contractor's ability to meeting the deadline of the project.
- E. All items above may be placed in the same document on your letterhead. Ensure all items are clearly identified.

Bid submittals omitting any of the above information may be deemed to be incomplete and removed from consideration.

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8.0 SUBMITTAL REQUIREMENTS

A. No Contact Clause

All prospective responsive bidders are hereby instructed to not contact any member of the Destin City Council, City Manager, or City of Destin staff member other than the authorized city contact person identified below, regarding this solicitation or the responsive bidder's submittal package. In order to ensure a fair, competitive, and open process, once a project is advertised all communications between interested responsive bidder and the City must be directed to:

City Clerk Rey Bailey
City of Destin
4200 Indian Bayou Trail
Destin, Florida 32541
850-837-4242

clerk@cityofdestin.com

Office Hours: Monday- Friday, 8:00 A.M. TO 5:00 P.M.

Any such contact to anyone but the Clerk may be cause for rejection of your submittal.

B. Inquiries

The City will not respond to oral inquiries. Proposers may submit written, e-mailed or faxed, inquiries regarding this RFB. The City will respond to written, e-mailed or faxed; inquiries received at least five (5) business days prior to the RFB due date. The last day for inquiries is **June 18, 2020 at 2:00 p.m. (CST)**. Questions or requests for Bid documents, plans and specifications regarding this RFB may be directed to the City Clerk, 4200 Indian Bayou Trail 32541 (850) 837-4242 rbailey@cityofdestin.com.

C. Addenda

Submitter acknowledges that it is the submitter's responsibility to determine whether an Addendum has been issued; and if so, to obtain copies of such Addendum from the City Clerk of Destin, and agrees to be bound by all addenda that have been issued for this Request for Bid. If addendum is issued, responsive bidder shall sign and return each addendum with the submittal package. Failure to return signed any and all addenda may disqualify the submittal.

D. Conflict of Interest Disclosure

Each bid is subject to the provisions of Florida Statutes, Chapter 112, providing that all responsive bidders must disclose with the RFB submittal the name of any officer, director, or agent who is also a public officer or an employee of the City of Destin. Further, all responsive bidder must disclose the name of any City officer or employee who owns, directly or indirectly, an interest of five percent or more in the Bidding firm.

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E. Drug-Free Workplace Program

Preference may be given by the City of Destin to companies demonstrating a Drug-Free Workplace Program whenever two or more bids, which are equal in respect to quality and service, are received and rated by the City. Responsive bidders intending to demonstrate a Drug-Free Workplace Program shall provide certification form with the RFB submittal.

F. Public Entity Crime Form

Each submittal shall contain a completed Public Entity Crime Form (Attachment #1) pursuant to Florida Statutes, Section 287.132-133, providing that no public entity shall accept any bid from or award any contract to, or transact any business in excess of the threshold amount for Category Two (\$25,000) for a period of thirty-six months from the date placed on the convicted vendor list.

G. Submittal Preparation

Submittals should be prepared in the following order:

1. **Submittal Coversheet:** provide a submittal cover sheet that includes project number, project name, bid opening date and responsive bidder contact information.
2. **Table of Contents:** provide Table of Contents to aid the evaluation of the qualifications
3. **Responsive Bidder Qualification Statement,** Attachment No. 1
4. **Transmittal Letter:** provide a signed letter of transmittal briefly stating the responsive bidder's understanding of the work to be done, the commitment to perform the work, and a statement why the contract believes it to be best qualified to perform the project.
5. **Contractor Qualifications Statement:** provide statement demonstrating responsive bidder's qualifications, competence, and capacity for the construction of project within the requirements of this solicitation.
6. **Bid Form,** Attachment No. 2 and other required documentation as outlined in section 7.0 Bid Requirements.
7. **Completed Public Entity Crime Form,** Attachment No. 3
8. **Completed Drug Free Workplace Certification Form,** Attachment No.4
9. **Completed Bid Bond Form,** Attachment No. 5
10. **Proof of Insurance:** provide proof of insurance meeting minimum insurance requirements as outlined in section 4.2 Insurance Requirements.
11. **Proof of licensing and certifications:** provide proof of licensing and certifications meeting minimum requirements as outlined in section 4.3 License Requirements.
12. **Addendums** (if applicable)

Failure to provide any of the above listed mandatory information shall result in the elimination of the submittal package from consideration.

H. Sealed Submittal Packages

All bids to be considered must be in the possession of the Destin City Clerk no later than **2:00 p.m. (CST), on Thursday, June 25, 2020**. Submittals may be mailed or delivered to the Office of the City Clerk at the address below and shall be submitted in a sealed envelope clearly marked **“RFB NO. 20-09-PS NFWF DRAINAGE IMPROVEMENTS 825 CROSS ST.**

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AND 445 CALHOUN AVE.” and note the time and date of the opening. Regardless of method of delivery, each responsive bidder shall be responsible for their Bid being delivered on time, as the City of Destin assumes no responsibility for same. Bid submittals offered or received after the time set for the Bid Opening will be rejected and returned unopened to the submitter.

Mailing and Hand Delivery Address:

City Clerk Rey Bailey
City of Destin
4200 Indian Bayou Trail
Destin, Florida 32541
Office Hours: Monday- Friday, 8:00 A.M. TO 5:00 P.M.

I. Bid Opening

Bids are presently scheduled to be opened publicly and read aloud at 2:00 p.m. (CST), on June 25, 2020 in the City of Destin, City Hall Board Room, 4200 Indian Bayou Trail, Destin, Florida.

J. Reservation of Rights

The City reserves the right to reject any and all bids or portions thereof, to waive minor defects and informalities in the process, to re-advertise, to accept the bid or award multiple bids or take any other actions deemed by the City to be in the City's best interest.

K. Public Records

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (850) 837-4242, CITY CLERK, 4200 INDIAN BAYOU TRAIL, DESTIN, FL.

The successful responsive bidder shall:

1. Keep and maintain public records required by the CITY to perform the service.
2. Upon request from the City’s custodian of public records, provide the CITY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this FS Chapter 119 or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the CONTRACTOR does not transfer the records to the public agency.
4. Upon completion of the contract, transfer, at no cost, to the CITY all public records in possession of the contractor or keep and maintain public records required by the

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CITY agency to perform the service. If the GROUP transfers all public records to the CITY upon completion of the contract, the CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the CONTRACTOR keeps and maintains public records upon completion of the contract, the GROUP shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the CITY, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the CITY.

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**ATTACHMENT NO. 1
RESPONSIVE BIDDER QUALIFICATION STATEMENT**

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

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

Check One

Submitted By: _____	Corporation	☐
Name: _____	Partnership	☐
Address: _____	Individual	☐
City, State, Zip: _____	Other	☐
Telephone No.: _____		
Fax No.: _____		

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

The correct name of the responsive bidder is:

The address of the principal place of business is:

2. If responsive bidder is a corporation, answer the following:

a. Date of Incorporation: _____

b. State of Incorporation: _____

c. President's name: _____

- d. Vice President's name: _____
 - e. Secretary's name: _____
 - f. Treasurer's name: _____
 - g. Name and address of Resident Agent: _____
3. If responsive bidder is an individual or a partnership, answer the following:
- a. Date of organization: _____
 - b. Name, address and ownership units of all partners:

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

5. If responsive bidder is operating under a fictitious name, submit evidence of compliance with the Florida Fictitious Name Statute.

6. How many years has your organization been in business under its present business name?

Under what other former names has your organization operated?

7. Indicate registration, license numbers or certificate numbers for the businesses or professions, which are the subject of this Bid. Please attach certificate of competency and/or state registration.

8. Have you ever failed to complete any work awarded to you? If so, state when, where and why:

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

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

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

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

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

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

		<u>Revenue Index Number</u>
a.	Government Related Work	
b.	Non-Governmental Related Work	
	<i>Total Work (a +b):</i>	

Revenue Index Number

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

15. Bank References:

Bank	Address	Telephone

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

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

18. List all claims, arbitrations, administrative hearings and lawsuits brought by or against the responsive bidder or its predecessor organization(s) during the last five (5) years. The list shall include all case names, case arbitration or hearing identification numbers, the name of the project which the dispute arose, and a description of the subject matter of the dispute.

19. List and describe all criminal proceedings or hearings concerning business related offenses to which the responsive bidder, its principals or officers or predecessors' organization(s) were defendants.

20. Has the responsive bidder, its principals, officers or predecessors' organization(s) been CONVICTED OF a Public Entity Crime, debarred or suspended from bidding by any government during the last five (5) years? If so, provide details.

The responsive bidder acknowledges and understands that the information contained in response to this qualification statement shall be relied upon by owner in awarding the contract and such information is warranted by responsive bidder to be true. The discovery of any omission or misstatement that materially affects the responsive bidder qualifications to perform under the contract shall cause the owner to reject the submittal, and if after the award, to cancel and terminate the award and/or contract.

(Signed) _____

(Title) _____

Subscribed and sworn to before me

This _____ day of _____, 20 _____

Notary Public (Signature)

My Commission Expires: _____

END OF SECTION

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**ATTACHMENT NO. 2
BID FORM**

Date: _____

Primary Contact _____

Company: _____

Address: _____

Telephone: (____) _____ Email: _____

445 Calhoun Avenue				
Item	Quantity	Units	Unit Cost	Total Cost
Removal and Demolition				
Clearing, Grubbing, Tree Trimming	1	LS		
Demolition and Removal of Existing Asphalt Pavement and Base	83	SY		
Demolition and Removal of Existing Drainage	172	LF		
Demolition and Removal of Cross Drain Headwall/Inlet	3	EA		
Demolition of Gravel Driveway	54	SF		
Demolition and Removal of Existing Sidewalk/Driveway	76	SY		
Demolition and Removal of Existing Railing	23	LF		
Stormwater				
24" ADS HDPE (ADS N-12 or Equal) Installed	142	LF		
24" RCP Installed (Under Roadway)	44	LF		
FDOT Index 250 Concrete Headwall	1	EA		
FDOT Index 425-052 Type "C" Inlet	2	EA		
24" FDOT Index 272 M.E.S.	1	EA		
FDOT Index 425-061 Close Flume Inlet	1	EA		
18" Thick Alabama Class II Riprap over D-2 Filter Fabric	15	SY		
Floating Turbidity Curtain	42	LF		
24" Snout with Bioskirt	1	EA		
Construction				
Construct 4" Thick 3500 PSI Fiber Reinforced Concrete Sidewalk/Driveway	100	SY		
Construct Gravel Drive (4" Thick #57 Stone)	10	SY		
ADA Handrail and Wheel Stop	20	LF		
220 LBS/SY Type SP-12.5 (Roadway Patch)	15	TN		
8-Inch Limerock Base (LBR 100)	83	SY		
12-Inch Sandclay Stabilized Subgrade (LBR 40)	83	SY		
Type F Curb and Gutter	119	LF		
Thermoplastic Striping	1	LS		
Miscellaneous				
Layout/As-Builts	1	LS		
Maintenance of Traffic	1	LS		
NPDES Administration	1	LS		
Earthwork	1	LS		
Sodding	800	SY		
Silt Fence/Erosion Control	300	LF		
Irrigation Repair and Replacement	1	LS		
Dewatering	1	LS		
Sub-base, Base & Asphalt Compaction & Core Testing	1	LS		

825 Cross Street Outfall				
Item	Quantity	Units	Unit Cost	Total Cost
Removal and Demolition				
Clearing, Grubbing, Tree Trimming	1	LS		
Demolition and Removal of Existing Asphalt Pavement and Base	85	SY		
Demolition and Removal of Existing Drainage	306	LF		
Demolition and Removal of Cross Drain Headwall/Inlet	3	EA		
Demolition and Removal of Existing Sidewalk/Driveway	61	SY		
Demolition and Removal of Existing Railing	25	LF		
Stormwater				
18" ADS HDPE (ADS N-12 or Equal) Installed	12	LF		
18" Perforated Pipe with Sock Installed	268	LF		
18" RCP Installed (Under Roadway)	38	LF		
FDOT Index 250 Concrete Headwall	2	EA		
18" Snout with Bioskirt	1	EA		
Construction				
Construct 4" Thick 3500 PSI Fiber Reinforced Concrete Sidewalk/Driveway	86	SY		
ADA Handrail and Wheel Stop	15	LF		
220 LBS/SY Type SP-12.5 (Roadway Patch)	15	TN		
8-Inch Limerock Base (LBR 100)	85	SY		
12-Inch Sandclay Stabilized Subgrade (LBR 40)	85	SY		
Thermoplastic Striping	1	LS		
Miscellaneous				
Layout/As-Builts	1	LS		
Maintenance of Traffic	1	LS		
NPDES Administration	1	LS		
Earthwork	1	LS		
Sodding	100	SY		
Silt Fence/Erosion Control	300	LF		
Irrigation Repair and Replacement	1	LS		
Dewatering	1	LS		
Sub-base, Base & Asphalt Compaction & Core Testing	1	LS		
General (825 Cross & 445 Calhoun)				
Mobilization (Max 5% of Bid)	1	LS		
Total				

Other required documentation as outlined in section 7.0 Bid Requirements should accompany this Bid Form.

END OF SECTION

RFB NO. 20-09-PS

**ATTACHMENT NO. 3
PUBLIC ENTITY CRIMES STATEMENT**

SWORN STATEMENT UNDER SECTION 287.133 (3) (A)

FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

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

1. This sworn statement is submitted with Bid, Proposal or Contract _____

2. This sworn statement is submitted by _____ whose business address is _____

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

3. My name is _____ and my relationship to the entity named above is _____

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

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

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

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

A person who was knowingly convicted of a public entity crime, in Florida during the preceding 36 months shall be considered an affiliate.

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

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

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

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

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

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

(Signature) Date: _____

STATE OF FLORIDA
COUNTY OF _____

PERSONALLY APPEARED BEFORE ME, the undersigned authority, who, after first being sworn by me, affixed his/her signature at the space provided above on this _____ day of _____, 2019, and is personally known to me, or has provided as identification.

Notary Public

My Commission expires:

END OF SECTION

RFB NO. 20-09-PS
ATTACHMENT NO. 4
DRUG-FREE WORKPLACE CERTIFICATION

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

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

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

COMPANY: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE: _____

TELEPHONE NUMBER: _____

SIGNATURE: _____ DATE: _____

NAME (TYPED OR PRINTED): _____

TITLE: _____

END OF SECTION

**RFB NO. 20-09-PS
ATTACHMENT NO. 5
BID BOND**

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, as _____ Principal, and as Surety, are hereby held and firmly bound unto the **City of Destin, Florida** as Owner in the penal sum of, (five percent (5%) of the Contract Bid) _____ for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, successors and assigns to pay Owner upon default of Bidder the penal sum set forth on the face of this Bond.

Signed, this ____ day of _____, 20__

The condition of the obligation is such that whereas the Principal has submitted to **City of Destin, Florida** a certain Bid, attached hereto and hereby made a part hereof, to enter into a contract in writing, for the **RFB 20-09-PS, NFWF DRAINAGE IMPROVEMENTS 825 CROSS ST. AND 445 CALHOUN AVE.**

NOW THEREFORE,

1. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents and Contract Documents.
2. This obligation shall be null and void if:
 - 2.1 Owner accepts Bidder's bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents and Contract Documents, or
 - 2.2 All bids are rejected by Owner, or
 - 2.3 Owner fails to issue a notice of award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by paragraph 5 hereof).
3. Payment under this Bond will be due and payable upon default of Bidder and within thirty (30) calendar days after receipt of Bidder and Surety of written notice of default from Owner which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
4. Surety waives notice of any and all defenses based on or arising out of any time extension to issue notice of award agreed to in writing by Owner and Bidder, provided that the time for issuing notice of award including extensions shall not in the aggregate exceed one hundred twenty (120) days from Bid Due without Surety's written consent.
5. No suit or action shall be commenced under this Bond prior to thirty (30) calendar days after the notice of default required in paragraph 3 above is received by Bidder and Surety, and in no case later than one year after Bid Due Date.
6. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.

7. Notice required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the part concerned.
8. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent or representative who executed this Bond on behalf of Surety to execute, seal and deliver such Bond and bind the Surety thereby.
9. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of the Bond conflicts with any applicable provision of any applicable statute, then the provision of said statute shall govern and the remainder of the Bond that is not in conflict therewith shall continue in full force and effect.
10. The term "bid" as used herein includes a bid, offer or proposal as applicable.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

Principal (Print Full Name):

Surety (Print Full Name):

(Seal) Surety's Name and Corporate Seal

By:_____ (L.S.) By:_____

Signature (attach power of attorney)

Title:_____

Title:_____

Attest: _____

Signature and Title

Attest: _____

Signature and Title

IMPORTANT - Surety companies executing bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State of Florida. See Article 5 of the General Conditions as amended by Supplementary Conditions.

END OF SECTION

RFB NO. 20-08-REC
ATTACHMENT NO. 6
DAVIS-BACON WAGE RATE DETERMINATIONS

"General Decision Number: FL20200127 01/03/2020

Superseded General Decision Number: FL20190127

State: Florida

Construction Type: Heavy

County: Okaloosa County in Florida.

HEAVY CONSTRUCTION PROJECTS (Including Sewer and Water Lines)

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.80 for calendar year 2020 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.80 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2020. If this contract is covered by the EO and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must pay workers in that classification at least the wage rate determined through the conformance process set forth in 29 CFR 5.5(a)(1)(ii) (or the EO minimum wage rate, if it is higher than the conformed wage rate). The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/03/2020

ENGI0653-012 10/01/2012

Rates	Fringes
-------	---------

POWER EQUIPMENT OPERATOR:

Cranes 100 Tons & Over (Conventional & Hydraulic) & Tower Cranes.....	\$ 26.30	11.13
Cranes Under 100 Tons.....	\$ 25.30	11.13
Oiler.....	\$ 23.85	11.13

Cranes with 350 feet or more boom and/or 400 ton capacity -
additional \$1.10 per hour.

Cranes with 500 feet boom and/or 600 ton capacity -
additional \$1.45 per hour.

* IRON0798-008 10/01/2019

Rates	Fringes
-------	---------

IRONWORKER, STRUCTURAL.....	\$ 26.70	14.47

LABO0559-003 03/15/2013		
	Rates	Fringes
LABORER: Grade Checker.....	\$ 16.40	5.65

PAIN0164-006 08/01/2019		
	Rates	Fringes
PAINTER: Brush, Roller and Spray.....	\$ 20.21	11.28

SUFL2009-166 06/24/2009		
	Rates	Fringes
CARPENTER.....	\$ 15.36	0.00
CEMENT MASON/CONCRETE FINISHER...	\$ 14.77	3.50
ELECTRICIAN.....	\$ 17.25	3.02
LABORER: Common or General.....	\$ 12.00	0.00
LABORER: Landscape.....	\$ 7.25	0.00
LABORER: Pipelayer.....	\$ 11.51	2.94
LABORER: Power Tool Operator (Hand Held Drills/Saws, Jackhammer and Power Saws Only).....	\$ 10.63	2.20
OPERATOR: Asphalt Paver.....	\$ 11.59	0.00
OPERATOR: Backhoe Loader Combo.....	\$ 16.10	2.44
OPERATOR: Backhoe/Excavator.....	\$ 13.11	1.51
OPERATOR: Bulldozer.....	\$ 15.00	4.98
OPERATOR: Grader/Blade.....	\$ 16.00	2.84
OPERATOR: Loader.....	\$ 13.89	2.07
OPERATOR: Mechanic.....	\$ 14.32	0.00
OPERATOR: Roller.....	\$ 10.76	0.00
OPERATOR: Scraper.....	\$ 11.00	1.74
OPERATOR: Trackhoe.....	\$ 20.92	5.50
OPERATOR: Tractor.....	\$ 10.54	0.00
TRUCK DRIVER, Includes Dump Truck.....	\$ 8.52	0.25
TRUCK DRIVER: Lowboy Truck.....	\$ 12.73	0.00

TRUCK DRIVER: Off the Road
Truck.....\$ 12.21 1.97

WELDERS - Receive rate prescribed for craft performing
operation to which welding is incidental.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations

Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

=====

END OF GENERAL DECISION

"

RFB NO. 20-08-REC
ATTACHMENT NO. 7
2 CFR 200, Appendix II- Contract Provisions

ELECTRONIC CODE OF FEDERAL REGULATIONS
e-CFR data is current as of January 6, 2020

Title 2 → Subtitle A → Chapter II → Part 200 → Subpart F → Appendix

Title 2: Grants and Agreements

**PART 200—UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR
FEDERAL AWARDS**

Subpart F—Audit Requirements

**APPENDIX II TO PART 200—CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER
FEDERAL AWARDS**

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

(A) Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers 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 or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR 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.

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree 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). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 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.

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors 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.

(J) See §200.322 Procurement of recovered materials.
[78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75888, Dec. 19, 2014]

RFB NO. 20-08-REC
ATTACHMENT NO. 8
FEDERALLY REQUIRED CONTRACT CLAUSES

1. Fly America Requirements
2. Buy America Requirements
3. Charter Bus and School Bus Requirements
4. Cargo Preference Requirements
5. Seismic Safety Requirements
6. Energy Conservation Requirements
7. Clean Water Requirements
8. Bus Testing
9. Pre-Award and Post Delivery Audit Requirements
10. Lobbying
11. Access to Records and Reports
12. Federal Changes
13. Bonding Requirements
14. Clean Air
15. Recycled Products
16. Davis-Bacon and Copeland Anti-Kickback Acts
17. Contract Work Hours and Safety Standards Act
18. [Reserved]
19. No Government Obligation to Third Parties
20. Program Fraud and False or Fraudulent Statements and Related Acts
21. Termination
22. Government-wide Debarment and Suspension (Non-procurement)
23. Privacy Act
24. Civil Rights Requirements
25. Breaches and Dispute Resolution
26. Patent and Rights in Data
27. Transit Employee Protective Agreements
28. Disadvantaged Business Enterprises (DBE)
29. [Reserved]
30. Incorporation of Federal Transit Administration (FTA) Terms
31. Drug and Alcohol Testing
32. Veteran's Preference/Employment
33. Occupational Safety and Health Act Compliance
34. Fair Labor Standards Act
35. Texting When Driving
36. E-Verify

**RFB NO. 20-09-PS
NATIONAL FISH AND WILDLIFE FOUNDATION (NFWF)
DRAINAGE IMPROVEMENTS
825 CROSS ST. AND 445 CALHOUN AVE.**

**CONTRACT BY AND BETWEEN
CITY OF DESTIN, FLORIDA AND _____.**

On June , 2020, THE CITY COUNCIL OF THE CITY OF DESTIN, FLORIDA, (hereinafter referred to as the "City") accepted the Bid of _____, (hereinafter referred to as the "Contractor") for RFB NO. 20-09-PS NATIONAL FISH AND WILDLIFE FOUNDATION (NFWF) DRAINAGE IMPROVEMENTS 825 CROSS ST. AND 445 CALHOUN AVE. RFB NO. 20-09-PS is attached hereto as Exhibit "A," and is fully incorporated herein. The Contractor's completed bid submittal is attached hereto as Exhibit "B," and fully incorporated herein. In the event of conflict between Exhibit "A" or Exhibit "B" and this Contract, this Contract shall control.

Terms and conditions of the Contract for RFB NO. 20-09-PS NATIONAL FISH AND WILDLIFE FOUNDATION (NFWF) DRAINAGE IMPROVEMENTS 825 CROSS ST. AND 445 CALHOUN AVE are as follows:

1. Entire Agreement:

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

2. Intent of Contract:

This Contract is RFB NO. 20-09-PS NATIONAL FISH AND WILDLIFE FOUNDATION (NFWF) DRAINAGE IMPROVEMENTS 825 CROSS ST. AND 445 CALHOUN AVE and as further described in Exhibits "A" and "B." The Scope of Work (hereinafter referred to as the "**Work**") encompasses the foregoing and all descriptive work components contained within Exhibits "A" and "B."

3. Commencement and Accomplishment of Contract and Time Extensions:

Permitting is mandatory. No Work shall be performed by the Contractor prior to the Commencement Date established within the Notice to Proceed. Contractor shall provide notice as may be required within the technical specifications and permits, attached hereto and made a part hereof, to all regulatory agencies or parties having jurisdiction or interest in this Contract. Contractor shall diligently pursue the completion of the Work and shall be solely responsible for all construction means, methods, techniques, sequences and procedures, as well as coordination of all portions of the Work under the Contract.

If Contractor is obstructed or delayed in the prosecution of or completion of the Work as a result of unforeseeable causes beyond the control of the Contractor, and not due to its own fault or neglect, including but not restricted to acts of nature or the public enemy, acts of government, fires, floods, epidemics, quarantine regulations, strikes or lockouts, Contractor shall notify the City in writing within forty-eight (48) hours after the commencement of such delay, stating the causes thereof. Failure to notify the City in writing

within forty-eight (48) hours shall result in waiver of any rights which Contractor may have to request a time extension.

4. Time for Performance:

The Contractor shall schedule and complete all authorized Work for the satisfactory approval and acceptance by the City not later than June 30, 2020. City and Contractor recognize that since time is of the essence for this Contract, the City will suffer financial loss if the Work is not completed and approved within the time specified.

Time is of the essence in the performance of the Work under the Contract. Contractor shall commence the Work no later than two (2) days from receipt of Notice to Proceed.

5. Compensation:

All payments upon this Contract are contingent upon the Contractor's Work being acceptable to the City. For satisfactory completion and acceptance of the Work, the City agrees to pay the Contractor in accordance with the terms of this Agreement and the Contractor's Cost Schedule as identified in the Bid Form submitted by the Contractor, as may have been adjusted at the time of contract approval and incorporated herein. For purposes of this Contract, total compensation sum shall be \$218,901.82.

In no instance shall the City pay more than ninety-percent (90%) of the total Contract sum until its acceptance of the Work. In the event the City agrees to progress payments on this Contract, Contractor shall be entitled to not more than two payment applications per month utilizing the payment application form attached as Exhibit "C." An executed and notarized copy of the Release and Affidavit attached as Exhibit "D" shall be supplied prior to release of each progress and the final payment. Together with its applications for each progress payment and the final payment, Contractor shall furnish City with a Waiver of Right to Claim Against the Payment Bond (Progress Payment) and Waivers of Right to Claim Against the Payment Bond (Final Payment) in the forms attached hereto as Exhibits "E" and "F," respectively.

6. Changes in the Work:

City shall have the right at any time during the progress of the Work to increase or decrease the Work. Promptly after having been notified of a change, Contractor shall submit an itemized estimate of any cost and/or time increases or savings it foresees as a result of the change. No addition or changes to the Work shall be made except upon written change order of the City and the City shall not be liable to Contractor for any increased compensation without such written change order. No officer, employee or agent of the City is authorized to direct any extra or changed Work orally. A change order, in the form attached as Exhibit "G" shall be issued and executed promptly after an agreement is reached between the Contractor and City concerning any requested changes as detailed by the itemized estimate. Contractor shall promptly perform changes authorized by duly executed change orders.

7. Bonds:

Contractor shall furnish City a Payment and Performance Bond in an amount equal to the contract price pursuant to Section 255.05, Florida Statutes (the Florida Little Miller Act") prior to commencement of the work. The Bond shall be in substantially the same form as attached hereto as Exhibit "H."

8. Insurance:

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

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

9. Indemnification:

Contractor shall indemnify, defend, save, and hold the City, its agents, officers and employees, harmless of and from any losses, fines, penalties, costs, damages, injuries, claims, demands, suits, and liabilities of any nature, including reasonable attorney's fees and court costs (including regulatory and appellate fees) (collectively "Injuries and Damages"), arising out of, because of, or due to Contractor's performance of the Work under this Contract, whether the Injuries and Damages are to persons or property, of any nature whatsoever, regardless of the apportionment of negligence, unless due to the sole negligence of the City.

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

10. Licensing:

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

11. Cancellation:

City shall have the unconditioned right to cancel or terminate this Contract prior to issuance of Notice to Proceed without owing any liability to the Contractor.

12. Performance of Work/Responsibilities:

The performance of Work and responsibilities hereto are outlined and made a part hereof as identified in this Contract, including the incorporated Exhibits "A," and "B."

13. Final Payment:

The Contractor shall as an explicit condition precedent for final payment, furnish the City with a properly

executed and notarized copy of the Release and Contractor's Final Affidavit, as well as a duly executed copy of the Surety's Consent to Final Payment and such other documentation that may be required by the Contract or the City.

14. Termination for Cause:

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

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

In the event of Termination for Cause of the Contract, the Contractor will be entitled to receive compensation for Contract services satisfactorily performed by the Contractor and allocable to the Contract and accepted by the City Manager or his/her designee prior to such termination. However, an amount equal to all additional costs required to be expended by the City to complete the Work covered by the Contract, including costs of delay in completing the project, shall be offset against any amount due to the Contractor at the time of termination.

Except as otherwise directed by the City Manager, or in the case of Termination for Cause the Contractor shall stop work on the date of receipt of the notice or other date specified in the notice, place no further orders or subcontract for materials, services, or facilities except as are necessary for the completion of such portion of the work not terminated, and terminate all contractors and subcontracts and settle all outstanding liabilities and claims.

In the event that any Termination for Cause shall be found to be improper or invalid by a court, then such termination shall be deemed to have been a Termination for Convenience.

15. Termination for Convenience:

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

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

16. Disclosure:

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

17. Miscellaneous:

17.1 Governing Law/Jurisdiction/Venue

This Contract and the relationship of the parties shall be governed exclusively by the laws of the State of Florida. The state courts of Okaloosa County, Florida shall be the exclusive jurisdiction and venue for any litigation that results from either parties' breach or alleged breach of this Contract.

17.2 Severability

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

17.3 Sovereign Immunity

Nothing in this Agreement is intended to nor shall be construed to waive the **CITY's** sovereign rights and immunities under the Florida Constitution, Common law, or Florida Statutes §768.28, as amended from time to time.

17.4 Construction

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

17.5 **Jury Trial Waiver**

CONTRACTOR AND CITY HEREBY 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, ARISING OUT OF THIS CONTRACT, OR FOR THE WORK PERFORMED PURSUANT TO THIS CONTRACT.

17.6 Attorney's Fees

In any dispute relating to this Contract each party shall be responsible for paying its own attorney's fees and costs.

17.7 Incorporation of Required Federal Contract Clauses

The City is the recipient of federal money for the Work. Therefore, certain federal obligations and requirements apply. These obligations and requirements are attached hereto as Exhibit "I." Exhibit "I" is fully incorporated herein and Contractor agrees and warrants that it can or will fully meet all these obligations and requirements, if applicable. In the event of a conflict between Exhibit "I" and this Contract, Exhibit "I" shall control.

17.8 Notices

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

As to City:

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

As to Contractor:

Name
Attn:
Address
City, State Zip

17.9 Public Records

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

- a) Keep and maintain public records that ordinarily and necessarily would be required by the City of Destin in order to perform the service.
- b) Provide the public with access to public records on the same terms and conditions that the City of Destin would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or as otherwise provided by law.
- c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
- d) Meet all requirements for retaining public records and transfer, at no cost, to the City of Destin all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the City of Destin in a format that is compatible with the information technology systems of the City of Destin.
- e) **IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTRACTOR SHALL CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (850) 837-4242, CITY CLERK, 4200 INDIAN BAYOU TRAIL, DESTIN, FL 32541.**

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the City hereunto caused these presents to be subscribed and the Contractor has affixed their name and seal, this the _____ day of _____, 2020.

CITY OF DESTIN

By: _____
Lance A. Johnson
City Manager

ATTEST:

Rey Bailey
City Clerk

SEAL

CONTRACTOR:

By: _____

President

Witness

Witness

EXHIBIT “A”

**RFB NO. 20-09-PS NATIONAL FISH AND WILDLIFE FOUNDATION (NFWF)
DRAINAGE IMPROVEMENTS 825 CROSS ST. AND 445 CALHOUN AVE**

SAMPLE

EXHIBIT “B”

**RFB NO. 20-09-PS NATIONAL FISH AND WILDLIFE FOUNDATION (NFWF)
DRAINAGE IMPROVEMENTS 825 CROSS ST. AND 445 CALHOUN AVE**

SAMPLE

EXHIBIT "C"

APPLICATION AND CERTIFICATE FOR PAYMENT FORM

Application No. _____ Progress _____ Final _____

Engineer's Project No.: _____

Project: **City of Destin, Florida**

**RFB NO. 20-09-PS NATIONAL FISH AND WILDLIFE FOUNDATION (NFWF)
DRAINAGE IMPROVEMENTS 825 CROSS ST. AND 445 CALHOUN AVE**

Contractor: _____ Contract Date: _____

Contract for: _____

Application Date: _____ For Period Ending _____

Change Order Summary			
Change Orders approved in previous months by OWNER TOTAL		ADDITIONS	DEDUCTIONS
Approved this month			
Number	Date Approved		
	TOTALS		
Net Change by Change Orders			

1. ORIGINAL CONTRACT SUM \$ _____
2. Net Change by Change Order \$ _____
3. CONTRACT SUM TO DATE (Line 1 and 2) \$ _____
4. TOTAL COMPLETED AND STORED TO DATE \$ _____
5. RETAINAGE: (Column I & N, Forms 00845 and 00846)
 - a. _____ % of Completed Work \$ _____
 - b. _____ % of Stored Material \$ _____Total Retainage (Line 5a and 5b) \$ _____
6. TOTAL EARNED LESS RETAINAGE
(Line 4 less Line 5 Total) \$ _____
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT
(Line 6 from prior Certificate) \$ _____
8. AMOUNT DUE THIS APPLICATION \$ _____
9. BALANCE TO FINISH, PLUS RETAINAGE
(Line 3 less Line 6) \$ _____

Contractor's Certification

The undersigned Contractor hereby swears under penalty of perjury that (1) all previous progress payments received from the Owner on account of Work performed under the contract referred to above have been applied by the undersigned to discharge in full all obligations of the undersigned incurred in connection with Work covered by prior Applications for Payment numbered 1 through _____ inclusive; and (2) all materials and equipment incorporated in said Project or otherwise listed in or covered by this Application for Payment are free and clear of all liens, claims, security interest and encumbrances; (3) all Work covered by this Application for Payment is in accordance with the Contract Documents and not defective as that term is defined in the Contract Documents.

Dated _____, 20__

(Contractor)

By: _____

(Name)

(Title)

COUNTY OF _____
STATE OF _____

Before me on this _____ day of _____, 20__, personally appeared by means of __ physical presence or __ online notarization, _____, known to me, who being duly sworn, deposes and says that (s)he is the _____ of the Contractor; that he executed the above Application for Payment and statement on behalf of said Contractor; and that all of the statements contained therein are true, correct and complete.

Notary Public

My Commission Expires _____

Payment of the above AMOUNT DUE THIS APPLICATION is recommended.

By: _____

Date: _____

Owner's Approval

By: _____

(Title)

Acct. No. _____

Date: _____

END OF SECTION

EXHIBIT "D"

RELEASE AND AFFIDAVIT

COUNTY OF _____)
STATE OF FLORIDA)

Before me, the undersigned authority, personally appeared _____, who after being duly sworn, deposes and says:

(1) In accordance with the Contract Documents and in consideration of \$ _____ paid, _____. ("CONTRACTOR") releases and waives for itself and its subcontractors, materialmen, successors and assigns, all claims demands, costs and expenses, whether in contract, in tort, or otherwise, against the CITY OF DESTIN, ("CITY") relating in any way to the performance of the Contract between CONTRACTOR and CITY dated _____, 2020, for the period through _____ for the RFB NO. 20-09-PS NATIONAL FISH AND WILDLIFE FOUNDATION (NFWF) DRAINAGE IMPROVEMENTS 825 CROSS ST. AND 445 CALHOUN AVE.

(2) CONTRACTOR certifies for itself and its subcontractors, materialmen, and all successors and assigns, that all charges for labor, materials, supplies, lands, licenses and other expenses for which CITY might be sued or for which a lien or a demand against any payment bond might be filed, have been satisfied and paid.

(3) CONTRACTOR agrees to indemnify, defend and save harmless CITY from all demands or suits, actions, claims of liens or other charges filed or asserted against the CITY arising out of the performance by CONTRACTOR of the WORK covered by this Release and Affidavit.

(4) This Release and Affidavit is given in connection with CONTRACTOR'S (progress/final) Application for Payment No. _____.

[Corporate Seal]

CONTRACTOR:

By: _____

Date: _____

Witness

Witness

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ___ physical presence or ___ online notarization this _____ day of _____, 2020, by _____, as _____ of _____, Inc, a Florida corporation, on behalf of the corporation.

He/she is personally known to me OR has produced _____ as identification and (did/did not) take an oath.

My Commission Expires:

(signature)

Name: _____
(Legibly Printed)

(AFFIX OFFICIAL SEAL)

Notary Public, State of _____

Serial No., If Any: _____

EXHIBIT “E”

**WAIVER OF RIGHT TO CLAIM
AGAINST THE PAYMENT BOND
(PROGRESS PAYMENT)**

The undersigned, in consideration of the sum of \$ _____, hereby waives its right to claim against the payment bond for labor, services, or materials furnished through (insert date) to _____. on the job of the City of Destin, Florida, for improvements to the following described project: RFB NO. 20-09-PS NATIONAL FISH AND WILDLIFE FOUNDATION (NFWF) DRAINAGE IMPROVEMENTS 825 CROSS ST. AND 445 CALHOUN AVE

This waiver does not cover any retention or any labor, services, or materials furnished after the date specified.

CLAIMANT:

By: _____

Date: _____

[Corporate Seal]

EXHIBIT “F”

**WAIVER OF RIGHT TO CLAIM
AGAINST THE PAYMENT BOND
(FINAL PAYMENT)**

The undersigned, in consideration of the final payment in the amount of \$ _____, hereby waives its right to claim against the payment bond for labor, services, or materials furnished to _____. on the job of the City of Destin, Florida, for improvements to the following described project: RFB NO. 20-09-PS NATIONAL FISH AND WILDLIFE FOUNDATION (NFWF) DRAINAGE IMPROVEMENTS 825 CROSS ST. AND 445 CALHOUN AVE

CLAIMANT:

By: _____

Date: _____

[Corporate Seal]

EXHIBIT "G"

CHANGE ORDER FORM

Project: **City of Destin, Florida**

RFB NO. 20-09-PS NATIONAL FISH AND WILDLIFE FOUNDATION (NFWF) DRAINAGE
IMPROVEMENTS 825 CROSS ST. AND 445 CALHOUN AVE

CHANGE ORDER NO. _____

DATE OF ISSUANCE: _____

CONTRACTOR: _____

EFFECTIVE DATE: _____

ENGINEER: _____

OWNER'S CONTRACT NO.: _____

The following changes are hereby made to the Contract Documents:

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIMES:
Original Contract Price \$ _____	Original Contract Times Substantial Completion: _____ Ready for final payment: _____ days or dates
Net changes from previous Change Orders No. ____ to No. ____ \$ _____	Net change from previous Change Orders No. ____ to No. ____ _____ days
Contract Price prior to this Change Order \$ _____	Contract Times prior to this Change Order Substantial Completion: _____ Ready for final payment: _____ days or dates
Net Increase (decrease) of this Change Order \$ _____	Net Increase (decrease) of this Change Order _____ days
Contract Price with all approved Change Orders \$ _____	Contract Times with all approved Change Orders Substantial Completion: _____ Ready for final payment: _____ days or dates

CHANGES ORDERED:

- I. GENERAL This change order is necessary to cover changes in the work to be performed under this Contract. The General Conditions, Supplementary Conditions, Specifications and all parts of the Project Manual listed in Article 1, Definitions, of the General Conditions apply to and govern all work under this change order.

Change Order No. _____

- II. REQUIRED CHANGES: _____

- III. JUSTIFICATION: _____

- IV. PAYMENT: _____

V. APPROVAL AND CHANGE AUTHORIZATION: _____

Acknowledgments:

The aforementioned change, and work affected thereby, is subject to all provisions of the original contract not specifically changed by this Change Order; and,

It is expressly understood and agreed that the approval of the Change Order shall have no effect on the original contract other than matters expressly provided herein.

Change Order Request by: _____

Change(s) Ordered by: _____

RECOMMENDED BY:

ACCEPTED BY:

(Engineer)

(Contractor)

By: _____
(Authorized Signature) (Date)

(Authorized Signature) (Date)

(Title)

(Title)

APPROVED BY:

(Owner)

By: _____
(Authorized Signature) (Date)

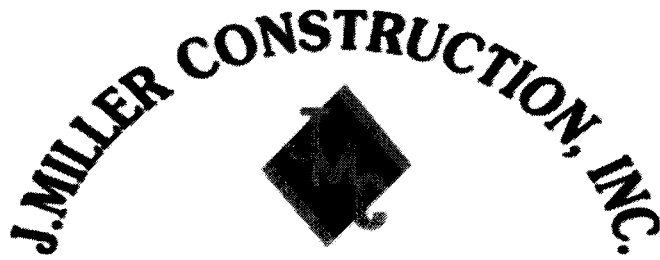
PUBLIC CONSTRUCTION BOND

(Name of Surety)

Exhibit “I”

Federally Required Contract Clauses

SAMPLE



To: City of Destin

**Bid Submittal Package for RFB No. 20-09-PS
National Fish and Wildlife Foundation (NFWF)
Drainage Improvements
825 Cross Street and 445 Calhoun Avenue**

Bid Opening June 25, 2020 2:00pm

**Bidder Contact: Tom Dulaney
850-503-7023 tomdulaney@jmlerconstruct.com**

ADDENDUM #1

**CITY OF DESTIN, FLORIDA REQUEST FOR BID
(RFB) NO. 20-09-PS, NATIONAL FISH AND
WILDLIFE FOUNDATION,
825 CROSS STREET AND 445 CALHOUN AVENUE DRAINAGE IMPROVEMENTS
JUNE 19, 2020**

This addendum forms a part of the Contract Documents and modifies the original bid documents dated May 21, 2020. Acknowledge receipt of this addendum in the space provided on the Bid Form. **Failure to do so shall subject the Bidder to disqualification.** The following items shall become a part of the construction documents for the above referenced project. Clarifications for questions below:

Clarification:

1. Attached is an updated copy of the Bid Tabulation sheets for this project. These sheets have been updated to reflect all project elements within the limits of construction.

The bid opening date is Thursday, June 25, 2020, at 2 pm.

END OF ADDENDUM #1

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

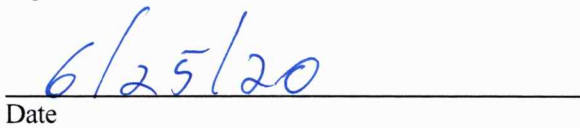
Receipt of Addendum #1 is hereby acknowledged:

ELI H. MILLER

Print Name



Signature



Date

**RFB NO. 20-09-PS
ATTACHMENT NO. 2
BID FORM**

Date: 06/25/2020
Company: J. Miller Construction, Inc.
Address: 8900 Waring rd., Pensacola, FL 32534
Telephone: 850 494-0240

Primary Contact: Tom Dulaney

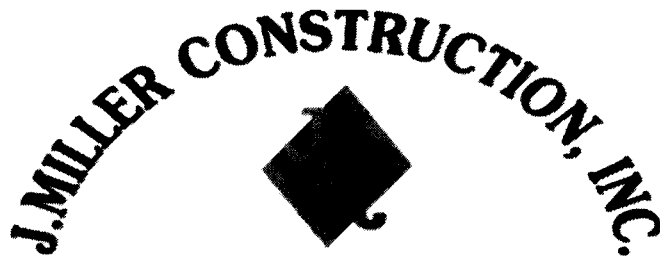
Email: tomdulaney@jmillerconstruct.com

445 Calhoun Avenue				
Item	quantity	units	Unit Cost	Total Cost
Removal and Demolition				
Clearing, Grubbing, Tree Trimming	1	LS	\$ 10,000.00	\$ 10,000.00
Demolition and Removal of Existing Asphalt Pavement and Base	83	SY	\$ 25.00	\$ 2,075.00
Demolition and Removal of Existing Drainage	172	LF	\$ 25.00	\$ 4,300.00
Demolition and Removal of Cross Drain Headwall/Inlet	3	EA	\$ 1,500.00	\$ 4,500.00
Demolition of Gravel Driveway	54	SF	\$ 10.00	\$ 540.00
Demolition and Removal of Existing Sidewalk/Driveway	76	SY	\$ 50.00	\$ 3,800.00
Demolition and Removal of Existing Railing	23	LF	\$ 25.00	\$ 575.00
Stormwater				
24" ADS HDPE (ADS N-12 or Equal) Installed	142	LF	\$ 98.00	\$ 13,916.00
24" RCP Installed (Under Roadway)	44	LF	\$ 110.00	\$ 4,840.00
FDOT Index 250 Concrete Headwall	1	EA	\$ 6,500.00	\$ 6,500.00
FDOT Index 425-052 Type "C" Inlet	2	EA	\$ 5,000.00	\$ 10,000.00
24" FDOT Index 272 M.E.S.	1	EA	\$ 2,500.00	\$ 2,500.00
FDOT Index 425-061 Close Flume Inlet	1	EA	\$ 8,500.00	\$ 8,500.00
18" Thick Alabama Class II Riprap over D-2 Filter Fabric	15	SY	\$ 165.00	\$ 2,475.00
Floating Turbidity Curtain	42	LF	\$ 65.00	\$ 2,730.00
24" Snout with Bioskirt	1	EA	\$ 3,500.00	\$ 3,500.00
Construction				
Construct 4" Thick 3500 PSI Fiber Reinforced Concrete Sidewalk/Driveway	100	SY	\$ 90.00	\$ 9,000.00
Construct Gravel Drive (4" Thick #57 Stone)	10	SY	\$ 50.00	\$ 500.00
ADA Handrail and Wheel Stop	20	LF	\$ 150.00	\$ 3,000.00
220 LBS/SY Type SP-12.5 (Roadway Patch)	15	TN	\$ 400.00	\$ 6,000.00
8-Inch Limerock Base (LBR 100)	83	SY	\$ 28.00	\$ 2,324.00
12-Inch Sandclay Stabilized Subgrade (LBR 40)	83	SY	\$ 30.00	\$ 2,490.00
Type F Curb and Gutter	119	LF	\$ 45.00	\$ 5,355.00
Thermoplastic Striping	1	LS	\$ 1,500.00	\$ 1,500.00

Miscellaneous				
Layout/As-Builts	1	LS	\$ 3,500.00	\$ 3,500.00
Maintenance of Traffic	1	LS	\$ 6,000.00	\$ 6,000.00
NPDES Administration	1	LS	\$ 2,000.00	\$ 2,000.00
Earthwork	1	LS	\$ 4,500.00	\$ 4,500.00
Sodding	800	SY	\$ 6.00	\$ 4,800.00
Silt Fence/Erosion Control	300	LF	\$ 3.00	\$ 900.00
Irrigation Repair and Replacement	1	LS	\$ 2,500.00	\$ 2,500.00
Dewatering	1	LS	\$ 8,500.00	\$ 8,500.00

825 Cross Street Outfall				
Item	Quantity	Units	Unit Cost	
Removal and Demolition				
Clearing, Grubbing, Tree Trimming	1	LS	\$ 10,000.00	\$ 10,000.00
Demolition and Removal of Existing Asphalt Pavement and Base	85	SY	\$ 25.00	\$ 2,125.00
Demolition and Removal of Existing Drainage	306	LF	\$ 25.00	\$ 7,650.00
Demolition and Removal of Cross Drain Headwall/Inlet	3	EA	\$ 1,500.00	\$ 4,500.00
Demolition and Removal of Existing Sidewalk/Driveway	61	SY	\$ 50.00	\$ 3,050.00
Demolition and Removal of Existing Railing	25	LF	\$ 25.00	\$ 625.00
Stormwater				
18” ADS HDPE (ADS N-12 or Equal) Installed	12	LF	\$ 90.00	\$ 1,080.00
18” Perforated Pipe with Sock Installed	268	LF	\$ 90.00	\$ 24,120.00
18” RCP Installed (Under Roadway)	38	LF	\$ 95.00	\$ 3,610.00
FDOT Index 250 Concrete Headwall	2	EA	\$ 6,500.00	\$ 13,000.00
FDOT Index 425-052 Type "C" Inlet	1	EA	\$ 5,000.00	\$ 5,000.00
18” Snout with Bioskirt	1	EA	\$ 3,500.00	\$ 3,500.00
Construction				
Construct 4” Thick 3500 PSI Fiber Reinforced Concrete Sidewalk/Driveway	86	SY	\$ 90.00	\$ 7,740.00
ADA Handrail and Wheel Stop	15	LF	\$ 150.00	\$ 2,250.00
220 LBS/SY Type SP-12.5 (Roadway Patch)	15	TN	\$ 400.00	\$ 6,000.00
8-Inch Limerock Base (LBR 100)	85	SY	\$ 28.00	\$ 2,380.00
12-Inch Sandclay Stabilized Subgrade (LBR 40)	85	SY	\$ 30.00	\$ 2,550.00
Thermoplastic Striping	1	LS	\$ 1,500.00	\$ 1,500.00
Miscellaneous				
Layout/As-Builts	1	LS	\$ 2,000.00	\$ 2,000.00
Maintenance of Traffic	1	LS	\$ 6,000.00	\$ 6,000.00
NPDES Administration	1	LS	\$ 2,000.00	\$ 2,000.00
Earthwork	1	LS	\$ 4,500.00	\$ 4,500.00
Sodding	100	SY	\$ 6.00	\$ 600.00
Silt Fence/Erosion Control	300	LF	\$ 3.00	\$ 900.00
Irrigation Repair and Replacement	1	LS	\$ 2,500.00	\$ 2,500.00
Dewatering	1	LS	\$ 8,500.00	\$ 8,500.00

General (825 Cross & 445 Calhoun)				
Mobilization (Max 5% of Bid)	1	LS	\$ 14,500.00	\$ 14,500.00
Bonds (Max 2% of Bid)	1	LS	\$ 5,000.00	\$ 5,000.00
TOTAL				\$ 290,800.00



**RFB No. 20-09-PS
National Fish and Wildlife Foundation (NFWF)
Drainage Improvements
825 Cross Street and 445 Calhoun Avenue**

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**RFB NO. 20-09-PS
NFWF DRAINAGE IMPROVEMENTS
825 CROSS ST. AND 445 CALHOUN AVE.**

**ATTACHMENT NO. 1
RESPONSIVE BIDDER QUALIFICATION STATEMENT**

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

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

Check One

Submitted By:

Corporation

Name: J. Miller Construction, Inc.

Partnership

Address: 8900 Waring Rd

Individual

City, State, Zip: Pensacola, FL 32534

Other

Telephone No.: 850 494 0240

Fax No.: 850 494 0242

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

The correct name of the responsive bidder is:

J. Miller Construction, Inc.

The address of the principal place of business is:

8900 Waring Rd

Pensacola, FL 32534

2. If responsive bidder is a corporation, answer the following:

a. Date of Incorporation: April 10, 2000

b. State of Incorporation: Florida

c. President's name: James. E Miller

d. Vice President's name: El: H. Miller

e. Secretary's name: _____

f. Treasurer's name: _____

g. Name and address of Resident Agent: James E. Miller

3912 Crabtree Church Rd
Molino, FL 32577

3. If responsive bidder is an individual or a partnership, answer the following:

a. Date of organization: _____

N/A

b. Name, address and ownership units of all partners:

N/A

c. State whether general or limited partnership: _____

N/A

4. If responsive bidder is other than an individual, corporation or partnership, describe the organization and give the name and address of principals:

N/A

5. If responsive bidder is operating under a fictitious name, submit evidence of compliance with the Florida Fictitious Name Statute.

N/A

6. How many years has your organization been in business under its present business name?

20

Under what other former names has your organization operated?

N/A

7. Indicate registration, license numbers or certificate numbers for the businesses or professions, which are the subject of this Bid. Please attach certificate of competency and/or state registration.

State of FLORIDA CBC 1255614

State of Florida CNC 1224629

8. Have you ever failed to complete any work awarded to you? If so, state when, where and why:

NO

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

Experience of key individuals on
Attached document.

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

Shane Gibson Site Superintendent

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

Joe Passerelli

Beggs & Lane - 501 Commendencia St. Pensacola, FL 32502

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

5190 James E. Miller 3812 Crabtree Chard Rd Molino, FL 32577

4990 Eli H. Miller 3980 Hwy 91 Molino, FL 32577

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

N/A

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

		<u>Revenue Index Number</u>
a.	Government Related Work	7
b.	Non-Governmental Related Work	7
	Total Work (a +b):	14

Revenue Index Number

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

15. Bank References:

Bank	Address	Telephone
Harvesters Federal Credit Union	PO Box 5 Cantonment, FL	850 968-2233

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

24 Hours or less

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

N/A

18. List all claims, arbitrations, administrative hearings and lawsuits brought by or against the responsive bidder or its predecessor organization(s) during the last five (5) years. The list shall include all case names, case arbitration or hearing identification numbers, the name of the project which the dispute arose, and a description of the subject matter of the dispute.

N/A

19. List and describe all criminal proceedings or hearings concerning business related offenses to which the responsive bidder, its principals or officers or predecessors' organization(s) were defendants.

N/A

20. Has the responsive bidder, its principals, officers or predecessors' organization(s) been CONVICTED OF a Public Entity Crime, debarred or suspended from bidding by any government during the last five (5) years? If so, provide details.

NO

The responsive bidder acknowledges and understands that the information contained in response to this qualification statement shall be relied upon by owner in awarding the contract and such information is warranted by responsive bidder to be true. The discovery of any omission or misstatement that materially affects the responsive bidder qualifications to perform under the contract shall cause the owner to reject the submittal, and if after the award, to cancel and terminate the award and/or contract.

(Signed) *Chad Mally*

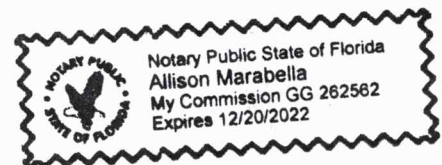
(Title) Vice President

Subscribed and sworn to before me

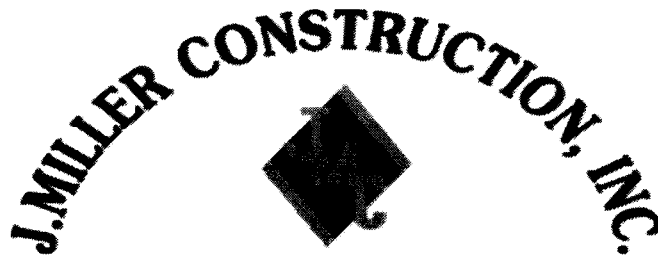
This 25th day of June, 2020

Allison Marabella
Notary Public (Signature)

My Commission Expires: 12-20-2022



END OF SECTION



Key personnel for Cross and Calhoun Avenues will be:

D. Frank Beovich, P.E., 39 years as a Professional Engineer. Frank served as the Engineering Manager for Okaloosa County Water and Sewer for 10 years, years of experience in Government Contracts and work, Design Team Management, and a host of other experience. Frank's expertise is invaluable. Detailed resume attached.

Tom Dulaney, 44 years in Commercial Construction Management, Estimating, Project Cost Analysis, Contract Review and execution, along with many other specialized experience. Tom is also MOT Certified – Certificate #24015. Detailed Resume attached.

Shane Gibson – 33 years in the Construction industry completing these specific types of projects, among others. Pertinent Experience letter attached.

James “Jimmy” Gonzalez- 20 years in construction. 7 Years with J Miller on Shane Gibson's Team. Jimmy brings quality field experience learned with a “hands on” approach. Jimmy is also a Qualified Stormwater Management Inspector #42844, as well as MOT Certified, Certificate #45106.

**RFB NO. 20-09-PS
NFWF DRAINAGE IMPROVEMENTS
825 CROSS ST. AND 445 CALHOUN AVE.**

**ATTACHMENT NO. 2
BID FORM**

Date: 6-25-2020
Primary Contact TOM Dulaney
Company: J Miller Construction, Inc
Address: 8900 Waring Rd Pensacola, FL 32534
Telephone: (950) 494 0240 Email: tomdulaney@jmillconstruct.com

RFB NO. 20-09-PS

ATTACHMENT NO. 3
PUBLIC ENTITY CRIMES STATEMENT

SWORN STATEMENT UNDER SECTION 287.133 (3) (A)

FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

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

1. This sworn statement is submitted with Bid, Proposal or Contract City of Destin, Florida - RFB No. 20-09-PS, National Fish and Wildlife Foundation, 825 Cross Street and Cathlamet Avenue Drainage Improvements
2. This sworn statement is submitted by J. Miller Construction Inc. whose business address is 8900 Waring Rd Pensacola, FL 32534

and (if applicable) Federal Employer Identification Number (FEIN) is 59363824 (If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement:

3. My name is Eli H. Miller and my relationship to the entity named above is Vice President

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

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

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

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

A person who was knowingly convicted of a public entity crime, in Florida during the preceding 36 months shall be considered an affiliate.

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

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

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

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

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

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

De F. Mills

(Signature)

Date: 6/25/20

STATE OF FLORIDA

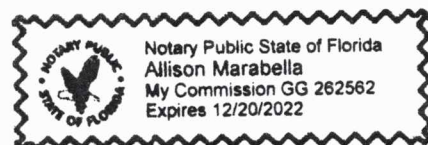
COUNTY OF Escambia

PERSONALLY APPEARED BEFORE ME, the undersigned authority, who, after first being sworn by me, affixed his/her signature at the space provided above on this 25th day of June, 2020 and is personally known to me, or has provided as identification.

Allison Marabella
Notary Public

My Commission expires: 12-20-2022

END OF SECTION



**RFB NO. 20-09-PS
ATTACHMENT NO. 4
DRUG-FREE WORKPLACE CERTIFICATION**

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

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

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

COMPANY: J. Miller Construction, Inc

ADDRESS: 3900 Waring Rd

CITY: Pensacola STATE: FL ZIP CODE: 32534

TELEPHONE NUMBER: 850 494 0240

SIGNATURE: Eli H. Miller DATE: 6/25/20

NAME (TYPED OR PRINTED): Eli H. Miller

TITLE: Vice President

END OF SECTION

**RFB NO. 20-09-PS
ATTACHMENT NO. 5
BID BOND**

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, as J. Miller Construction, Inc. Principal, and as Surety, are hereby held and firmly bound unto the **City of Destin, Florida** as Owner in the penal sum of, (five percent (5%) of the Contract Bid) 5% of the attached bid amount*** for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, successors and assigns to pay Owner upon default of Bidder the penal sum set forth on the face of this Bond.

Signed, this 25th day of June, 2020

The condition of the obligation is such that whereas the Principal has submitted to **City of Destin, Florida** a certain Bid, attached hereto and hereby made a part hereof, to enter into a contract in writing, for the **RFB 20-09-PS, NFWF DRAINAGE IMPROVEMENTS 825 CROSS ST. AND 445 CALHOUN AVE.**

NOW THEREFORE,

1. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents and Contract Documents.
2. This obligation shall be null and void if:
 - 2.1 Owner accepts Bidder's bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents and Contract Documents, or
 - 2.2 All bids are rejected by Owner, or
 - 2.3 Owner fails to issue a notice of award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by paragraph 5 hereof).
3. Payment under this Bond will be due and payable upon default of Bidder and within thirty (30) calendar days after receipt of Bidder and Surety of written notice of default from Owner which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
4. Surety waives notice of any and all defenses based on or arising out of any time extension to issue notice of award agreed to in writing by Owner and Bidder, provided that the time for issuing notice of award including extensions shall not in the aggregate exceed one hundred twenty (120) days from Bid Due without Surety's written consent.
5. No suit or action shall be commenced under this Bond prior to thirty (30) calendar days after the notice of default required in paragraph 3 above is received by Bidder and Surety, and in no case later than one year after Bid Due Date.
6. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.

7. Notice required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the part concerned.
8. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent or representative who executed this Bond on behalf of Surety to execute, seal and deliver such Bond and bind the Surety thereby.
9. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of the Bond conflicts with any applicable provision of any applicable statute, then the provision of said statute shall govern and the remainder of the Bond that is not in conflict therewith shall continue in full force and effect.
10. The term "bid" as used herein includes a bid, offer or proposal as applicable.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

Principal (Print Full Name):

Surety (Print Full Name):

J. Miller Construction, Inc.

FCCI Insurance Company

(Seal) Surety's Name and Corporate Seal

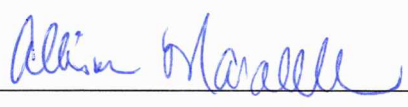
By: 

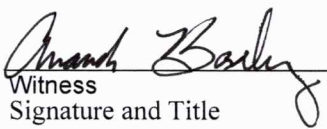
(L.S.) By: 

Signature (attach power of attorney)

Title: VICE PRESIDENT

Title: B. Doyle Campbell, Attorney-in-Fact

Attest: 

Attest: 

Witness

Signature and Title

Signature and Title

IMPORTANT - Surety companies executing bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State of Florida. See Article 5 of the General Conditions as amended by Supplementary Conditions.

END OF SECTION



GENERAL POWER OF ATTORNEY

Know all men by these presents: That the FCCI Insurance Company, a Corporation organized and existing under the laws of the State of Florida (the "Corporation") does make, constitute and appoint:

B Doyle Campbell

Each, its true and lawful Attorney-In-Fact, to make, execute, seal and deliver, for and on its behalf as surety, and as its act and deed in all bonds and undertakings provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed the sum of (not to exceed \$10,000,000.00): \$10,000,000.00

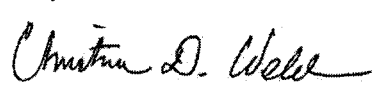
This Power of Attorney is made and executed by authority of a Resolution adopted by the Board of Directors. That resolution also authorized any further action by the officers of the Company necessary to effect such transaction.

The signatures below and the seal of the Corporation may be affixed by facsimile, and any such facsimile signatures or facsimile seal shall be binding upon the Corporation when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached.

In witness whereof, the FCCI Insurance Company has caused these presents to be signed by its duly authorized officers and its corporate seal to be hereunto affixed, this 13th day of May, 2020.

Attest: 
Christopher Shoucair, President
FCCI Insurance Company

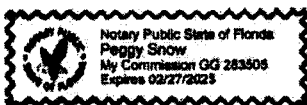



Christina D. Welch, EVP, General Counsel,
Chief Audit & Compliance Officer, Secretary
FCCI Insurance Company

State of Florida
County of Sarasota

Before me this day personally appeared Christopher Shoucair, who is personally known to me and who executed the foregoing document for the purposes expressed therein.

My commission expires: 2/27/2023



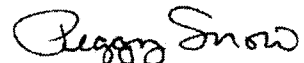

Notary Public

State of Florida
County of Sarasota

Before me this day personally appeared Christina D. Welch, who is personally known to me and who executed the foregoing document for the purposes expressed therein.

My commission expires: 2/27/2023



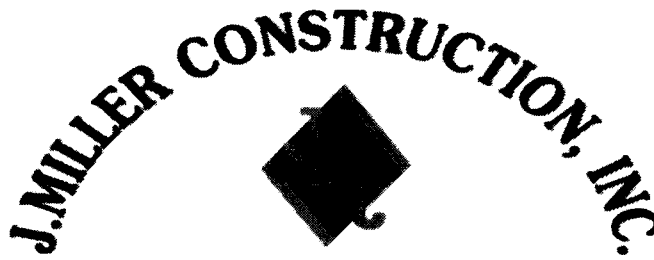

Notary Public

CERTIFICATE

I, the undersigned Secretary of FCCI Insurance Company, a Florida Corporation, DO HEREBY CERTIFY that the foregoing Power of Attorney remains in full force and has not been revoked; and furthermore that the February 27, 2020 Resolution of the Board of Directors, referenced in said Power of Attorney, is now in force.

Dated this 25th day of June, 2020


Christina D. Welch, EVP, General Counsel,
Chief Audit & Compliance Officer, Secretary



June 25, 2020

Qualifications and Experience

J Miller Construction, Inc is a Certified Building Contractor, License CBC 1255614 and a Certified Utility Contractor, License CUC 1224629 and has been in business since April 10, 2000.

We are qualified with the Florida Department of Transportation. Please see attached Certificate of Qualification.

If we are awarded the project, we will submit our Contractor Application for the City of Destin immediately. The application has been completed and is attached for your reference.

J. Miller Construction, Inc has the experience and qualifications to complete all requirements pertaining to RFB No. 20-09-PS, NFWF Drainage Improvements, 825 Cross Street and 445 Calhoun Avenue. J Miller Construction prides itself on quality work, on time and within budget. Financial stability is of utmost importance in the industry and we take pride in our financial stability. Audited Financial Statements are attached.

J Miller Construction has completed multiple projects with similar scopes of work, and we are currently under contract to complete another with work in progress. This project type is one of our specialties. Some examples of similar/same project types are as follows:

Bayou Texar Outfall for the City of Pensacola. Started May 2020. Contract Amount \$487,079.40

Gaberonne Outfall completed in April 2020 for the City of Pensacola. Contract Amount \$974,246.72

Crary Road Bridge Replacement Over Pritchett Mill Creek (Environmentally Sensitive Area) – Completed June 2019 – Florida Department of Transportation-Contract Amount \$1,157,528.51

19th and Blackshear Outfall completed in July 2018 for the City of Pensacola. Contract Amount \$833,290.50

Key personnel for Cross and Calhoun Avenues will be:

D.Frank Beovich, P.E., 39 years as a Professional Engineer. Frank served as the Engineering Manager for Okaloosa County Water and Sewer for 10 years, years of experience in Government Contracts and work, Design Team Management, and a host of other experience. Franks expertise is invaluable. Detailed resume attached.

Tom Dulaney, 44 years in Commercial Construction Management, Estimating, Project Cost Analysis, Contract Review and execution, along with many other specialized experience. Tom is also MOT Certified – Certificate #24015. Detailed Resume attached.

Shane Gibson – 33 years in the Construction industry completing these specific types of projects, among others. Pertinent Experience letter attached.

James “Jimmy” Gonzalez- 20 years in construction. 7 Years with J Miller on Shane Gibson’s Team. Jimmy brings quality field experience learned with a “hands on” approach. Jimmy is also a Qualified Stormwater Management Inspector #42844, as well as MOT Certified, Certificate #45106.

Project Approach and Performance Differentiators

On June 15, 2020, Tom Dulaney, Estimator and Project Manager, visited the site. He walked and photographed the project area. He is very comfortable with the project scope and objectives as he has bid and managed the same types of project on numerous occasions.

We understand the scope as we have completed this type of work in the past and are currently in progress on this type of project for the City of Pensacola. We recognize that the project area is relatively small with the 10’ easement and that it is surrounded by residential neighborhoods. We will be strategic in our activities so that we do not encroach on neighboring properties. We know the importance of keeping area residents pleased with as little disruption as possible.

Our intent is to start at the outfall end of existing pipe with replacements, therefore allowing a **positive** outfall for the existing outfall at all times. We also recognize we will be dealing with the water table and will dewater in a permissible manner.

We are also aware that there are large trees that will have to be removed within the site. We have made provisions in our bid for a highly experienced Tree Surgeon to provide needed services.

J Miller has a plan in place for erosion and sediment control to prevent any turbidity or sediment loss from the site.

This project is located at an active roadway. Proper MOT will be used for the project in general and during installation of pipe crossing the roadway.

J Miller has been practicing budgets and cost controls for 20 years. This project will receive the same careful attention to maintain budgets and cost controls.

Applicable permits will be applied for with the appropriate agencies prior to commencement of permit required work.

Required permits and cost: NPDES Permit with Notice of Intent to Discharge from Florida DEP- \$250.00 to be paid by J. Miller Construction. And General Permit from City of Destin if required to be paid by J. Miller Construction.

Past Performance

Please see attached references for past completed projects. We are particularly proud of our DOT grade as that was our first ever DOT project.

To date, we have never been assessed liquidated damages of any kind. We have not failed to complete any project by the deadline. There have been delays due to weather and other circumstances beyond our control in this industry, but we resume as soon as possible.

Warranty

J. Miller Construction warrants workmanship for a period of 2 years from date of completion.

Material to be used and product warranty information attached

Tentative Construction Schedule

J Miller Construction, Inc	
RFB No. 20-09-PS Tentative Construction Schedule	
From Executed Contract Date	
Cross Street	Days
Order Materials	1-2
Mobilize	22-24
Set MOT	25
Demo	26-40
Pipe and Pre-Cast	41-50
Site Concrete	51-58
Railings	60
Fine Grade/Landscape	58-65
Demobilize	66
Calhoun Ave	
Mobilize	66-68
Set MOT	69
Demo	70-84
Pipe and Pre-Cast	85-94
Site Concrete	94-100
Railings	101
Fine Grade/Landscape	102-109
Demobilize	110

Other Information

J Miller Construction acknowledges that this project will require Certified Payroll for Davis Bacon Wages according to the rates in-attachment no. 6. J. Miller will comply as required.

J Miller Construction also acknowledges the Contract Provisions in attachment no. 7 and Federally Required Contract Clauses in attachment no. 8 and will comply as required.



ENGINEERING *and* CONSTRUCTION SERVICES

June 15, 2020

Mr. Eli Miller, Vice President
J. Miller Construction, Inc.
8900 Waring Road
Pensacola FL 32534

Re: Gaberonne Swamp Stormwater Pensacola Bay Watershed Improvements Langley Avenue
Diversion Box and Storm Conveyance Project
Project Completion and Warranty Activation

Dear Mr. Miller:

A final inspection has been performed to verify completion of the above-referenced project, and the infrastructure and landscape appear to have been constructed in accordance with the contract construction plans and specifications meeting City standards. Therefore, as of April 28, 2020, and by copy of this letter, these improvements are accepted for maintenance by the City of Pensacola and all warranties are hereby activated.

Sincerely,

A handwritten signature in black ink, appearing to read "L. Derrik Owens".

for L. Derrik Owens, P.E., D.WRE
Director of Public Works and Facilities/City Engineer

LDO/sc

cc: Christopher King, Construction Inspector
Roger Williams, Stormwater Manager

CONTRACTOR'S PAST PERFORMANCE REPORT

J. MILLER CONSTRUCTION INC.
(Contractor Name)

8900 Waring Rd Penscola, FL 32534
(Address)

\$ 1,024,615.27
(Final Contract Amount)

Acierto-Kent, Georgina / D-3 Milton Operations
(Project Administrator/Firm or Residency)

432288-1-52-01
(FIN Project No.)

ESCAMBIA T3614
(County) (Contract No.)

0022 BRIDGE REPLACEMENT
(Type Of Work)

07-03-2019
(Date Final Accepted)

ANSWER ALL QUESTIONS

<u>Performance</u>	<u>Maximum Value</u>	<u>Rated Value</u>
1. Pursuit of the Work	12	<u>12</u>
2. Proper MOT and Minimize Impacts to Traveling Public	12	<u>12</u>
3. Timely and Complete Submittal of Documents	8	<u>8</u>
4. Timely Completion of Project	14/20 note #4	<u>14</u>
5. Coordination/Cooperation with CEI Personnel, Property Owners, and Utilities Company	10	<u>10</u>
6. Mitigate Cost and Time Overruns	12	<u>12</u>
7. Environmental Compliance	10/12 note #4	<u>10</u>
8. Conformance With Contract Documents	20	<u>20</u>
9. DBE Utilization	0/4 note #4	<u>0</u>
Total Score	98/110	<u>98</u>

Georgina T Acierto-Kent Digitally signed by Georgina T Acierto-Kent
Date: 2019.07.18 11:14:24 -05'00'

Project Administrator (signature)

Date

Resident Engineer (signature)

Date

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
DISTRICT 03
CONTRACTOR'S PAST PERFORMANCE RATING

Date of the Report:	July 18, 2019 Revised:07-18-2019	Original Contract Days:	120
FIN ID:	432288-1-52-01	Days Granted:	56
Contractor Number:	T3614	Weather Days:	62
Contractor:	J. MILLER CONSTRUCTION INC.	Allowable Contract Days:	238
Job Description:	CRARY ROAD OVER PRITCHETT MILL CREEK BRIDGE NO. 484048	Days Used as of Today:	238
Project Administrator:	Acierto-Kent, Georgina	Deficiency Ltr. Factor (DLF):	1

Contractor Performance Rating (Max. of 108):	98	Interim		Final	Yes
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CATEGORY 1 - Pursuit of the Work	Score (Max of 12):	12
	Pursuit of Work	97.00 %

From	To	Work Days	Pursued Days	Remarks
11-08-2018	11-30-2018	18	18	
12-01-2018	12-31-2018	26	25	
01-01-2019	01-31-2019	27	26	JMiller chose not to work on 1/26/19 with a 6 day WW Plan
02-01-2019	02-28-2019	24	24	
03-01-2019	03-31-2019	26	25	Non pursuit day 3/30
04-01-2019	04-30-2019	26	23	Non pursuit date 4/20, 4/27, 5/1
05-01-2019	05-31-2019	23	23	
06-01-2019	06-30-2019	20	20	
07-01-2019	07-03-2019	3	3	

CATEGORY 2 - Proper MOT & Minimize Impacts to Traveling Public	Score (max. of 12):	12
	# of Pro-rated Deficiency Ltrs.	0

Date of Notification	Notification Type	By Whom/To Whom/Reason
No Data To Display		

CATEGORY 3 - Timely and Complete Submittal of Documents	Score (max. of 8):	8
	# of Pro-rated Deficiency Ltrs.	0

Date of Notification	Notification Type	By Whom/To Whom/Reason
No Data To Display		

CATEGORY 4 - Timely Completion of Project	Score (max. of 20):	14
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CATEGORY 5 - Coordination/Cooperation with Construction Engineering Inspection Personnel, Property Owners and Utility Companies	Score (max. of 10):	10
	# of Pro-rated Deficiency Ltrs.	0

Date of Notification	Notification Type	By Whom/To Whom/Reason
No Data To Display		

CATEGORY 6 - Mitigate Cost and Time Overruns	Score (max. of 12):	12
	# of Pro-rated Deficiency Ltrs.	0

Date of Notification	Notification Type	By Whom/To Whom/Reason
No Data To Display		

CATEGORY 7 - Environmental Compliance	Score (max. of 10):	10
	# of Pro-rated Deficiency Ltrs.	0

Date of Notification	Notification Type	By Whom/To Whom/Reason
No Data To Display		

CATEGORY 8 - Conformance With Contract Documents	Score (max. of 20):	20
	Quality of Work	100.00 %

From	To	Allowable Days	Quality Days	Remarks
11-08-2018	11-30-2018	23	23	
12-01-2018	12-31-2018	31	31	
01-01-2019	01-31-2019	31	31	
02-01-2019	02-28-2019	28	28	
03-01-2019	03-31-2019	31	31	
04-01-2019	04-30-2019	30	30	
05-01-2019	05-31-2019	31	31	
06-01-2019	06-30-2019	30	30	
07-01-2019	07-03-2019	3	3	

CATEGORY 9 - DBE Utilization	Score (max. of 4):	0
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Did the Contractor achieve or exceed the DBE availability percentage shown in the bid proposal?	No
If no DBE availability percentage shown in the bid proposal, did the Contractor achieve 8% or more DBE utilization?	No

Resource Management Service, LLC
5605 Woodbine Road
Pace, FL 32571
Office: 850-994-1130
Fax: 850-994-3806



August 11, 2015

TO WHOM IT MAY CONCERN:

It gives me great pleasure to write this letter of recommendation for J. Miller Construction Company, Inc. As District Manager, and more recently, Region Manager of Resource Management Service, LLC's Florida Region, I have worked directly with Jimmy, Eli, and crew for the last 8 years on countless projects similar to, although not the same scale as, the Ten Mile Creek Restoration Project. I, nor anyone at Resource Management Service, LLC has ever been disappointed or dissatisfied with the quality of work provided by J. Miller Construction. Our forest management operations are certified by the Sustainable Forestry Initiative and we have a long, successful history of managing forest lands through our commitment to environmental, social, and economic stewardship. The careful selection and use of top quality contractors such as J. Miller Construction is a significant contributor to our success. I have no reservation whatsoever in recommending J. Miller Construction for the Ten Mile Creek Restoration Project.

I am certain that J. Miller Construction will contribute to the success of the Ten Mile Creek Restoration Project should they ultimately be awarded the project. J. Miller is a very reliable, qualified, dependable, knowledgeable, and customer focused organization whose ethics and values, professionalism, and ability to make quality decisions on the fly are second to none. They have the equipment, they employ excellent, experienced, and local operators, and the Miller's themselves live and do business here in the local area. They have proven to be a cut above the other contractors we (RMS) have used in the past. I respectfully ask for your careful, yet favorable consideration with respect to allowing J. Miller Construction the opportunity to lead the restoration efforts of Ten Mile Creek. I am confident you will not regret your decision.

Should there be any questions regarding the detail and/or scope of the work performed by J. Miller Construction on RMS managed lands, or if I could be of further assistance, please do not hesitate to call. I can be reached at 850-994-3074.

Sincerely,

A handwritten signature in black ink, appearing to read "Matt Ezekiel", written in a cursive style.

Matt Ezekiel
Manager – Florida Region
mezekiel@resourcemgt.com



Brett J. Cyphers
Executive Director

Northwest Florida Water Management District

81 Water Management Drive, Havana, Florida 32333-4712
(U.S. Highway 90, 10 miles west of Tallahassee)

Phone: (850) 539-5999 • Fax: (850) 539-2777

August 12, 2015

SUBJ: LOW WATER CROSSING CONSTRUCTION

To whom it may concern:

The Northwest Florida Water Management District contracted with J. Miller Construction Co., Inc. to install one low water crossing on Cotton Creek Road. The project was within the Escambia River Water Management Area near McDavid, Florida and within the boundaries of the Escambia River Water Management Area.

The purpose of the project was to restore natural surface water drainage patterns, enhance wetland function, and improve the quality and timing of surface water runoff within the Escambia River floodplain while allowing for large vehicle traffic.

J. Miller Construction Co., Inc. provided the labor and equipment to remove and stockpile approximately 130 cubic yards of in-situ soil and install one hardened low water crossing. The low water crossing consisted of a layer of geotextile fabric covered with nine inches of 2"-4" diameter coarse aggregate with a maximum L.A. abrasion loss of 35%. The low water crossing was then covered with three inches of #5 coarse aggregate to provide a smoother driving surface.

J Miller Construction Co., Inc. successfully performed the installation within the budget and within the designated time frame.

Please contact me if you have any questions.

Sincerely,

A handwritten signature in black ink, appearing to read "Linda Chaisson".

Linda Chaisson, P.E.
Associate Hydrologist
850-539-2662
Linda.Chaisson@nwfwater.com

GEORGE ROBERTS
Chair
Panama City

JERRY PATE
Vice Chair
Pensacola

JOHN ALTER
Secretary-Treasurer
Malone

GUS ANDREWS
DeFuniak Springs

GARY CLARK
Chipley

JON COSTELLO
Tallahassee

NICK PATRONIS
Panama City Beach

BO SPRING
Port Saint Joe

THREE³RIVERS

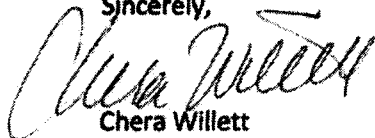
Resource Conservation & Development Council, Inc.

August 12, 2015

On behalf of Three Rivers Resource Conservation & Development, It is without hesitation that I can say J. Miller Construction comes highly recommended. Jimmy Miller is an expert in his field and it has been a pleasure working with his company for over 15 years now. J. Miller Construction has completed numerous restoration projects with Three Rivers RC&D on Eglin Air Force Base.

The dedication and experience that J. Miller Construction has with stream restoration/stabilization will be very beneficial. Eglin Air Force Base has been very pleased with the work and professionalism of J. Miller Construction and staff. Please feel free to call us at anytime with any questions you may have.

Sincerely,



Chera Willett



Florida Department of Transportation

RON DESANTIS
GOVERNOR

605 Suwannee Street
Tallahassee, FL 32399-0450

KEVIN J. THIBAUT, P.E.
SECRETARY

May 20, 2020

J. MILLER CONSTRUCTION INC.
8900 WARING RD
PENSACOLA, FLORIDA 32534

RE: CERTIFICATE OF QUALIFICATION

Dear Sir/Madam:

The Department of Transportation has qualified your company for the type of work indicated below. Unless your company is notified otherwise, this Certificate of Qualification will expire 6/30/2021. However, the new application is due **4/30/2021**.

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

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

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

FDOT APPROVED WORK CLASSES:

DRAINAGE, FENCING, GRADING, GRASSING, SEEDING AND SODDING, MINOR BRIDGES, SIDEWALK

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

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

Sincerely,

Alan Autry, Manager
Contracts Administration Office

AA:cg



RICK SCOTT, GOVERNOR

JONATHAN ZACHEM, SECRETARY



STATE OF FLORIDA

DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE BUILDING CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

MILLER, ELI H

J MILLER CONSTRUCTION INC
8900 WARING ROAD
PENSACOLA FL 32534

LICENSE NUMBER: CBC1255614

EXPIRATION DATE: AUGUST 31, 2020

Always verify licenses online at MyFloridaLicense.com

Do not alter this document in any form.

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





RICK SCOTT, GOVERNOR

JONATHAN ZACHEM, SECRETARY



STATE OF FLORIDA

DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE UNDERGROUND UTILITY & EXCAVATION CO HEREIN IS CERTIFIED UNDER THE PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

MILLER, ELIH

J MILLER CONSTRUCTION INC
8900 WARING ROAD
PENSACOLA FL 32534

LICENSE NUMBER: CUC1224629

EXPIRATION DATE: AUGUST 31, 2020

Always verify licenses online at MyFloridaLicense.com



Do not alter this document in any form.

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

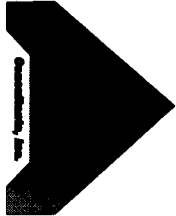


This Certifies that
James Gonzalez

Has Completed a Florida Department of Transportation Approved
Temporary Traffic Control (TTC) Advanced Course.

Date Expires: 10/30/2022 Certificate # 45106
Instructor: Ronald C. Appel FDOT Provider # 134

A&SW Consultants, Inc.
Phone: 386-788-9899
5545 Benchmark Lane
Sanford, FL 32773
www.FloridaMOT.com
nicolle@aswconsultants.com



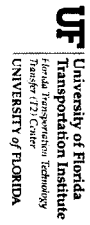


This Certifies that
Thomas A. Dulaney

Has Completed a Florida Department of Transportation Approved
Temporary Traffic Control (TTC) Advanced Course.

Date Expires: 12/22/2020 Certificate # 24015
Instructor: Gordon Burleson FDOT Provider # 36

T2 Center/University of Florida
Phone: 352-273-1685
2100 NE Waldo Road
Gainesville,
TX 32608
T2cette@ufl.edu
dkpage@ufl.edu





Department of Environmental Protection

2600 Blair Stone Road, M.S. 3565
Tallahassee, Florida 32399-2400

Congratulations on successfully completing the Florida Stormwater Erosion and Sedimentation Control Inspector Training Program. I greatly appreciate your participation in and successful completion of this course. I hope that it has helped you to better understand Florida's stormwater problems and the importance of proper design, construction, and maintenance of erosion and sediment controls during construction, in order to assure the proper long-term operation and maintenance of stormwater systems after construction is completed.

Attached you will find your numbered certificate and wallet card. Please let me know if there are any errors in the certificate or card, or in the grading of your exam. If I can be of further assistance, please do not hesitate to contact me at 850/245-8294 or via email: halton.lunsford@dep.state.fl.us.

James Gonzalez
8900 Waring Road
Pensacola, FL 32534

**DEPARTMENT OF
ENVIRONMENTAL PROTECTION**
STORMWATER EROSION AND SEDIMENTATION CONTROL
INSPECTOR TRAINING PROGRAM
James Gonzalez
Class Date *Inspector Number*
May 9, 2019 42844

QUALIFIED STORMWATER MANAGEMENT INSPECTOR
CURRENTLY DOES NOT EXPIRE

QUALIFIED STORMWATER MANAGEMENT INSPECTOR

The undersigned hereby acknowledges that

James Gonzalez

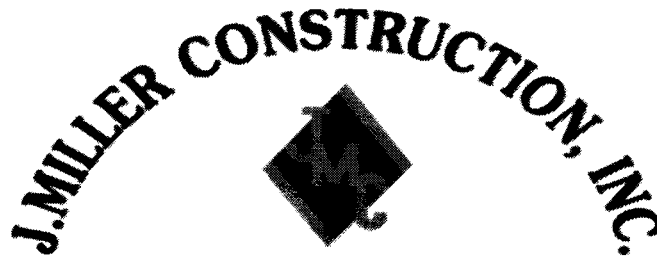
has successfully met all requirements necessary to be fully qualified through
the Florida Department of Environmental Protection Stormwater Erosion
and Sedimentation Control Inspector Training Program

Hal Lunsford
Statewide Training Coordinator

May 9, 2019

Inspector Number 42844

Kevin Coyne
WQRP Program Administrator



June 24, 2020

Following is Specific Project Experience for Terry “Shane” Gibson working within environmentally sensitive areas along with installation and /or replacement of stormwater outfalls.

Since Shane Gibson has been employed with J. Miller Construction, over 40 stormwater outfall projects have been completed for multiple agencies, including, The City of Pensacola , Florida Department of Transportation and Escambia County. Projects ranging in amounts between \$50K and \$1.5M. Shane has been an integral part of these projects.

In completing multiple Erosion Control Projects at Eglin AFB, Shane has facilitated the stabilization of adjacent stream banks including the removal of old timber bridges and trestles all while protecting the integrity of the environmentally sensitive areas.

Shane was also instrumental in the repair of Main Street (Downtown Pensacola) Flood Repairs located at the end of Coyle Street where the April 2014 Flood blew out a portion of Main Street into a man-made stream that the City of Pensacola had previously rehabilitated to enhance the quality of runoff going into Pensacola Bay. On this project, we removed approximately 200 cubic yards of silt from the stream, replaced rip-rap channelizers and replanted wetlands plants that had been destroyed by the influx of silt.

J. Miller Construction has been hired on multiple occasions by the Northwest Florida Water Management District (NWFLWMD) to mitigate old stream crossings that had impeded the natural flow of water. Shane has been instrumental in the removal of the old crossings while protecting the existing vegetation and installing the new low water crossings so that the water could reclaim its natural flow. We have completed several of these job types for NWFLWMD.

Thomas "Tom" Dulaney

Milton, FL

Experience

J. Miller Construction, Inc, Pensacola, FL
Project Manager/Estimator
2013 to Present

Commercial estimating, bidding, project management, project material procurement, contract review and execution. Primary project focus for County and City Government to include concrete construction, road and highway construction, storm water collection and erosion control.

Needle Development, Atlanta, GA
Construction Manager
2009 to 2013

Initial project analysis, site selection and evaluation, land use analysis, site development, design team selection and management, scheduling, construction management and coordination, city/county/state re-zoning applications, environmental impact, permitting and plan review and cost analysis. Proposals, Contract Review and Execution, Expertise in Residential Development and Infrastructure, Utilities Construction, Highway and Bridge Construction.

TMC Construction, Atlanta, GA
Construction Manager
1976 to 2008

Initial project analysis, site selection and evaluation, land use analysis, site development, design team selection and management, scheduling, construction management and coordination, city/county/state re-zoning applications, environmental impact, permitting and plan review and cost analysis. Expertise in Residential Development and Infrastructure, Utilities Construction, Highway and Bridge Construction.

Education

Georgia Tech University, Atlanta, GA BS Civil Engineering 1975

Dominic Frank Beovich III, P.E.
8900 Waring Road
Pensacola, FL 32534
(850)380-8064
frank@jmillerconstruct.com

March 2015 to Present – Project Manager

J. Miller Construction, Inc., Pensacola, FL – Responsible for estimating, bidding, project management, subcontract preparation, subcontractor management, material procurement, contract progress pay application billing, marketing, as-built drawings, compliance with regulatory codes and statutes. Primary areas of expertise include commercial site work, residential development infrastructure, environmental storm water collection and treatment facilities, utilities construction, roadway and highway construction.

2009 to February 2015 – Regional Manager/Project Manager

J2 Engineering, Inc, Pensacola, FL – Responsible for the day to day management of personnel and assigned projects. These duties include development of pre-construction plans including the Safety, Accident Prevention, Demolition, Quality Control and Environmental plans. Drafts and implements Cost-Loaded Project Schedules in Primavera P6 and SureTrak. Negotiates subcontracts for all aspects of work. Corresponds regularly with government contracting officials (both written and verbally). Drafts letters, requests for information, project schedule updates and invoice documentation. Supervises project management and field construction personnel associated with ongoing projects. Involved with corporate marketing efforts. Prepares and submits construction project bids.

2008 to 2009 – Pensacola Area Manager

J.B. Coxwell Contracting, Jacksonville, FL – Responsibilities include estimating, bidding, management, subcontractor coordination, marketing, scheduling, subcontractor billing, as-built drawings and compliance with regulatory codes and statutes. Primary areas of expertise include environmental water, wastewater, and storm water construction in addition to road and highway construction.

2003 to 2008 – Engineer and Estimator

Chadbourne Construction, Pensacola, FL – Responsible for estimating, bidding, subcontract preparation, contract execution, material procurement, subcontractor coordination, marketing, subcontractor billing, as-built drawings and compliance with regulatory codes and statutes. Primary areas of expertise include commercial site work, residential development infrastructure, environmental storm water collection and treatment facilities, roadway and highway construction.

2001 to 2003 – Project Manager

Hatch Mott MacDonald, Pensacola, FL – Responsible for marketing, engineering proposals, design team management, project design, permitting, project specifications, bid documents, bid openings, invoicing and collections. Primary areas of expertise include commercial development, residential development infrastructure, environmental storm water and treatment facilities, utilities, roads and highway design.

1991 to 2001 – Engineering Manager – Okaloosa County Water and Sewer

Okaloosa County, Ft. Walton Beach, FL – Responsible for Engineering Department operations including development plan review, budget preparations, public interaction, ordinance amendments, utilities construction, inspections and in-house project designs, permitting, inter-local governmental coordination. Duties also included operational management of wastewater collection and treatment facilities, potable water supply and transmission facilities, construction and maintenance, and regulatory compliance.

1985 to 1991 - Project Engineer

Barrett, Daffin and Carlan, Inc, Pensacola, FL – Responsible for the design and permitting of commercial, government and residential projects. Designs included Escambia County Florida road projects, Escambia County Utility Authority utility projects, Santa Rosa Island Authority infrastructure projects as well as project construction administration.

1981 to 1985 - Engineer and Inspector

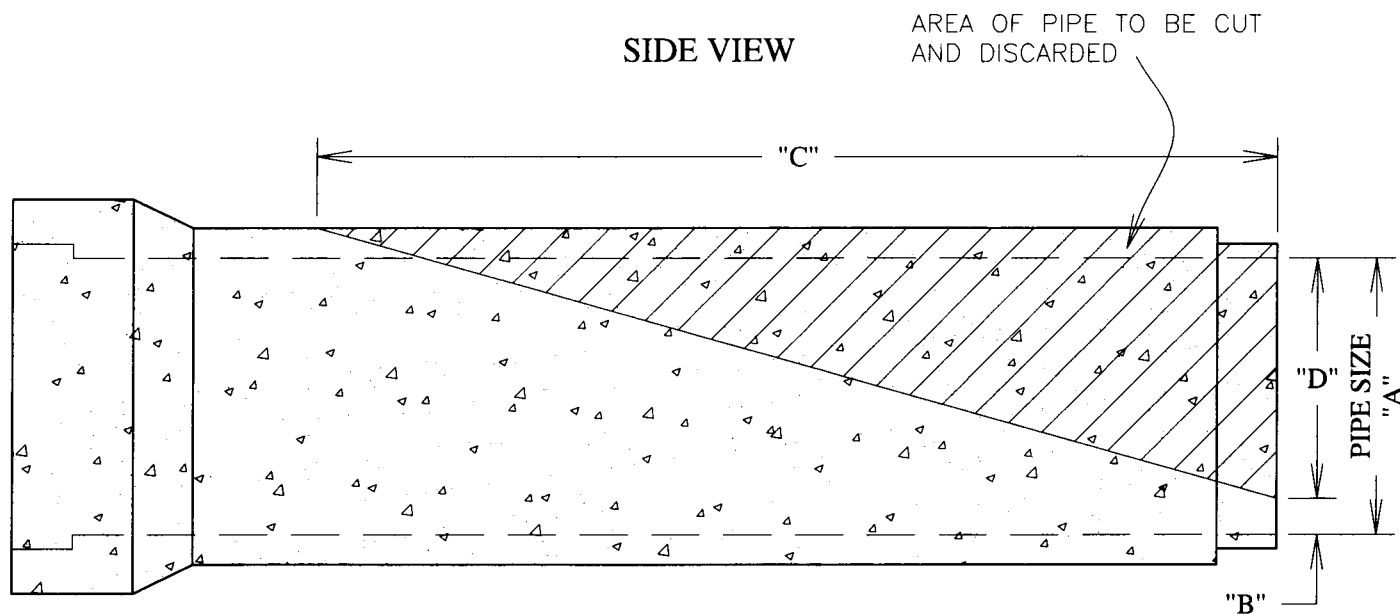
Baskerville Donovan Engineers, Pensacola, FL – Responsible for design and permitting of private and government projects, management of inspectors for utilities and site work projects, threshold inspections of multi-story building, owner and developer billings, and inspection reports.

Certifications

Florida Professional Engineer #38543
Florida Certified Underground Utility Contractor #CUC1223952
Mississippi Professional Engineer #18456
Construction Lien Law Certification
Excavation, Trenching and Underground Safety Certification
Basic Workers Compensation Certification
Basic Business Practice Certification
Advanced Building Code Certification
Contract Review Certification
Workplace Safety and OSHA Certification
Current Changes to Chapters 471 and 455 Florida Statutes Certification
Transportation Workers Identification Certification (TWIC)
OSHA 30 Hour Certification
OSHA Competent Person
USACE Quality Control Management Certification

Education

B.S., Civil Engineering, 1981
Auburn University, Auburn, AL



4:1 RATIO				
PIPE SIZE "A"	"B"	"C"	"D"	APPROX. WEIGHTS
15"	3"	48"	12"	887 lbs
18"	3"	60"	15"	1,091 lbs
24"	3"	84"	21"	1,533 lbs
** 30"	3"	108"	27"	5,567 lbs
** 36"	3"	132"	33"	6,121 lbs
** 42"	3"	156"	39"	6,700 lbs
** 48"	3"	180"	45"	7,536 lbs
*** 54"	3"	204"	51"	13,015 lbs

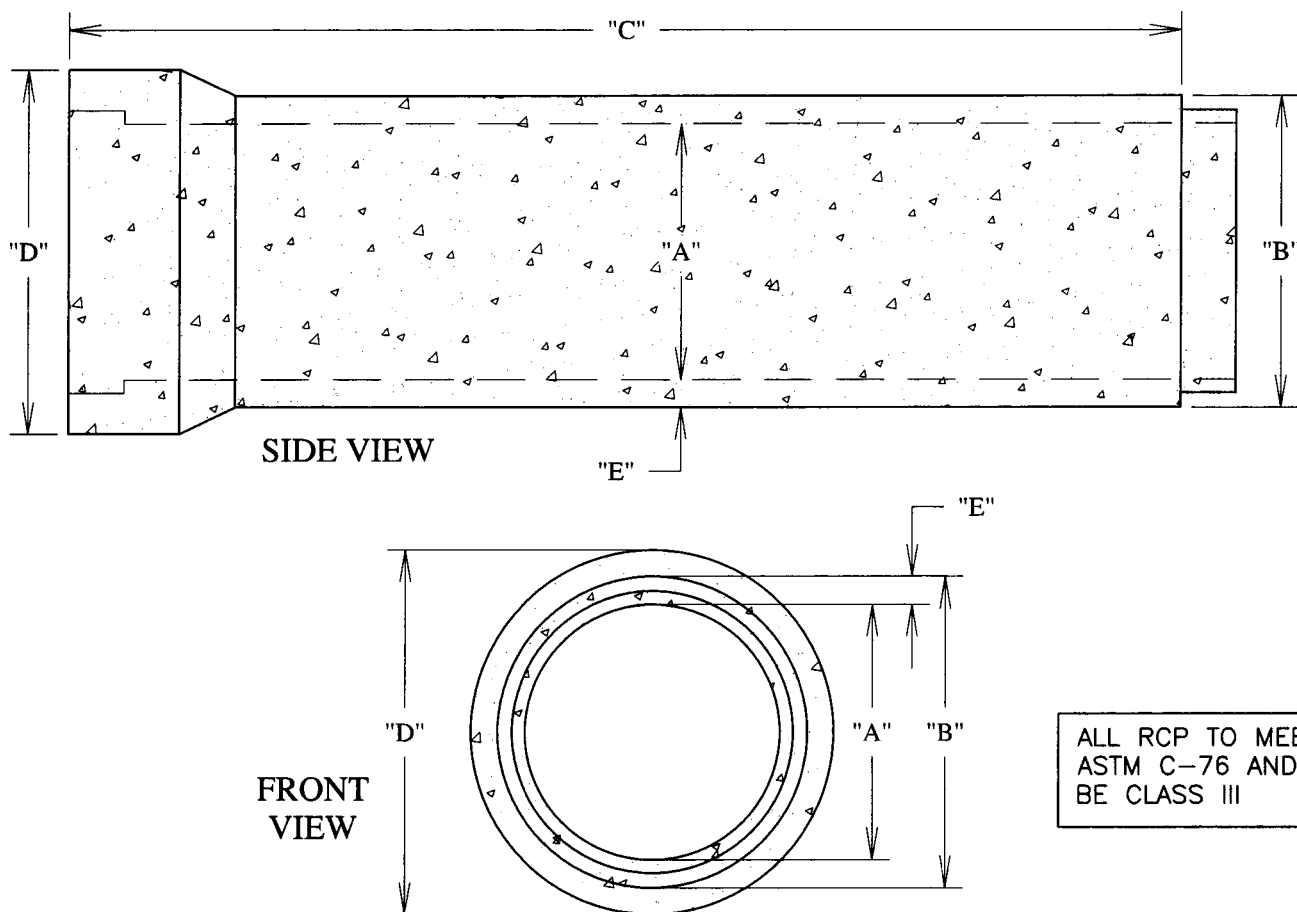
** – REQUIRES 2 LENGTHS OF PIPE

*** – REQUIRES 3 LENGTHS OF PIPE

1. AVAILABLE IN GOOD BELL & GOOD SPIGOT VARIETES
2. AVAILABLE IN OTHER RATIOS UPON REQUEST

NOT TO SCALE
DIMENSIONS SUBJECT TO
SITE SPECIFIC CHANGES.

PRODUCT		DATE	SECTION.PAGE
MITERED END SECTION CIRCULAR REINFORCED CONCRETE PIPE	SOUTHEASTERN  PIPE & PRECAST, INC.	10/31/08	01.03



PIPE SIZE	INSIDE DIAMETER "A"	OUTSIDE DIAMETER "B"	LAYING LENGTH * "C"	OUTSIDE BELL DIAMETER "D"	WALL THICKNESS "E"	APPROX. WEIGHTS
15"	14.875"	19.875"	100"	23"	2.50"	1,109 lbs
18"	18"	23.50"	100"	26.75"	2.75"	1,474 lbs
24"	23.75"	30.75"	100"	32.75"	3.50"	2,402 lbs
30"	29.625"	38.125"	100"	39.50"	4.25"	3,711 lbs
36"	35.875"	44.625"	98"	45.75"	4.375"	4,501 lbs
42"	42"	51.00"	98"	52.25"	4.50"	5,403 lbs
48"	48"	57.875"	98"	58.25"	4.9375"	6,729 lbs
54"	53.875"	64.375"	98"	64.75"	5.25"	8,034 lbs
60"	59.875"	71.875"	96"	74.875"	6.00"	10,500 lbs

* LAYING LENGTH PER PIPE SIZE VARIES SLIGHTLY,
BUT 96" IS TYPICALLY USED FOR RUN CALCULATIONS.

NOT TO SCALE
DIMENSIONS SUBJECT TO
SITE SPECIFIC CHANGES.

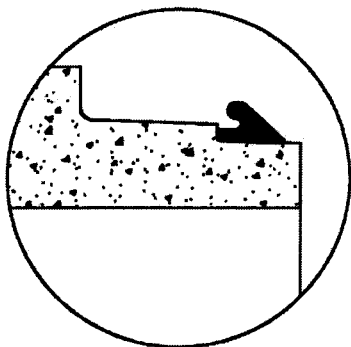
PRODUCT		DATE	SECTION.PAGE
REINFORCED CONCRETE PIPE (CIRCULAR)	SOUTHEASTERN © PIPE & PRECAST, INC.	01/12/17	01.01



TYPE 4G & 4F PROFILE

FOR SINGLE-STEP PIPE AND MANHOLE JOINTS

TYPE 4G & 4F Profile Gaskets were developed specifically to meet the needs of contemporary concrete pipe joint designs. Their unique design and superior quality provide the perfect match for reliable sealing of underground collection systems.

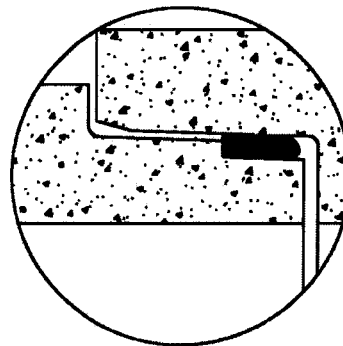


How They Work

- Wedge design reduces homing force while it concentrates sealing force.
- Gasket slope creates an entrance angle that helps center the pipe during installation.
- Unique "Swayback" design reduces pushback during pipe installation.
- Increased rubber mass provides more gasket contact area between gasket and pipe.
- Less likely to roll, pinch, or break bells.
- Installation is simple and easy.

Applications

- Sanitary Concrete Pipe Joints
- Stormwater Concrete Pipe Joints
- Manhole Joints
- Box Culvert Joints
- Elliptical Concrete Pipe Joints



Why They Are Better

- Rubber compounds were developed specifically for concrete pipe sealing.
- Each profile design has been analyzed and optimized for a specific joint configuration.
- Extrusion process is laser-controlled for precise, consistent sizing.
- Every production run is tested and certified by our in-house laboratory before being released for production.
- Automated processing equipment eliminates variability in sizing.
- 100% final inspection guarantees quality of the finished product.

How They Perform

TYPE 4G & 4F PROFILES meet or exceed all requirements of **ASTM C 443** and **ASTM C 1619**

Press-Seal believes all information is accurate as of its publication date. Information, specifications, and prices are all subject to change without notice. Press-Seal is not responsible for any inadvertent errors. Copyright 2012.

Phone: 800-348-7325
Fax: (260) 436-1908

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Email: sales@press-seal.com
Web: www.press-seal.com

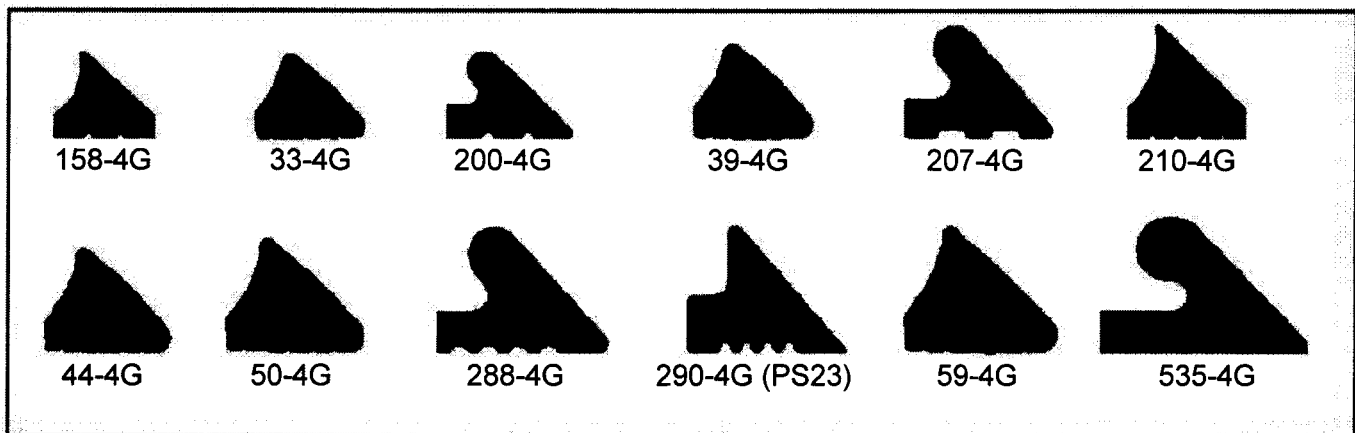
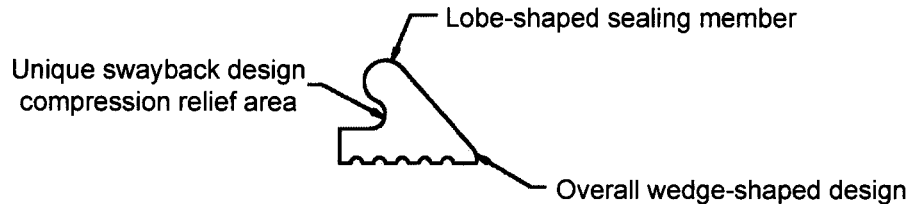


TYPE 4G & 4F PROFILE

FOR SINGLE-STEP
PIPE AND MANHOLE
JOINTS

Type 4G and 4F gaskets offer simple installation and reduced assembly forces for a more reliable seal.

Available for Concrete Pipe, Manholes and Box Culverts.



Type 4G & 4F gaskets meet and/or exceed the physical property requirements of

ASTM C 443 - Standard Specification for Joints for Concrete Pipe and Manholes Using Rubber Gaskets

and

ASTM C 1619 - Standard Specification for Elastomeric Seals for Joining Concrete Structures

Type 4G & 4F gaskets are available in regular and oil-resistant compounds.

Contact our Customer Service Department for ordering information.

Gasket Type	Gasket Height (Inch)	Gasket Height (mm)	Typ. Annular Space (Inch)	Typ. Annular Space (mm)
33-4G	.610	15.5 mm	.326	8.3 mm
39-4G	.685	17.4 mm	.380	9.6 mm
200-4G	.700	17.8 mm	.400	10.2 mm
207-4G	.818	20.8 mm	.446	11.3 mm
210-4G	.826	21.0 mm	.446	11.3 mm
44-4G	.732	18.6 mm	.446	11.3 mm
50-4G	.799	20.3 mm	.500	12.7 mm
288-4G	.908	23.1 mm	.500	12.7 mm
290-4F (PS-23)	.918	23.3 mm	.500	12.7 mm
59-4G	.890	22.6 mm	.600	15.2 mm
535-4G	.970	24.6 mm	.600	15.2 mm
158-4G	.608	15.4 mm	.765	19.4 mm

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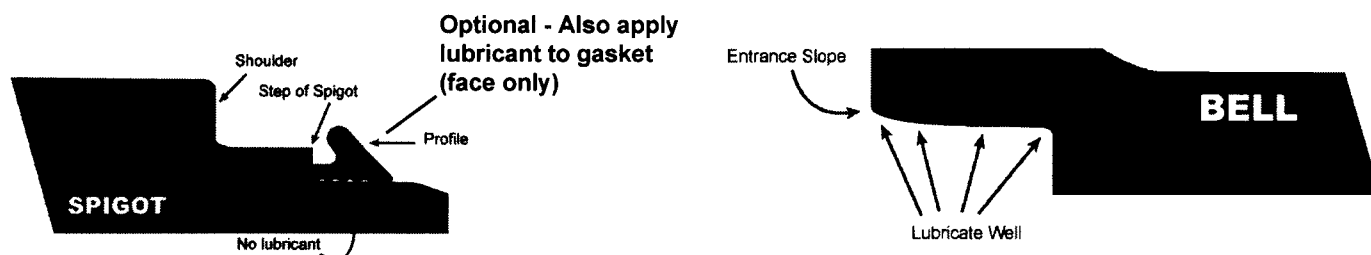


CONCRETE PIPE and MANHOLE GASKETS

TYPE 4G and 4F GASKET INSTALLATION

Type 4G and 4F gaskets manufactured by Press-Seal Corporation have proved to be one of the most reliable gasket systems ever developed for concrete pipe. It is easy to ensure the best performance of the 4G and 4F gaskets by following these simple installation steps.

1. The pipe should be handled with extreme caution to avoid chipping of the spigots or bell grooves.
2. Check for and remove any loose dirt, debris or foreign material from the inside surface of the bell, spigot and gasket
3. Stretch the gasket over the spigot end of the pipe and move it back until it is seated against the step of the spigot. Always place squared area of gasket against pipe and step.
4. The gasket should be equalized by inserting a clean round metal object between the gasket and manhole and making at least 1 -1/2 revolutions around the manhole. The gasket can also be equalized by slightly tugging/pinching the gasket at different points around the manhole.
5. After equalization, ensure the rear of the gasket is seated firmly against the spigot step, around the full circumference of the spigot.
6. Remove all dirt and other foreign matter from the inside surface of the bell. Using Press-Seal lubricant formulated especially for concrete pipe, lubricate the entire bell area of the joint. Be sure to coat the entrance slope of the bell thoroughly with lubricant. It is important that the gasket grips the spigot during installation, so that it is not displaced from the step.



7. Carefully align pipe sections squarely and bring home slowly, so that the gasket makes contact with the bell entrance slope evenly around the entire pipe joint.
8. Complete installation by following pipe manufacturer's recommended bedding and backfilling practices.

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Email: sales@press-seal.com
Web: www.press-seal.com



PRESS-SEAL CORPORATION

Providing products and services that protect our planet's clean water supply

January 2, 2019

RE: National Precast Concrete Association (NPCA)
Quality Control Manual for Precast Concrete Plants, 13th Edition,
Published January 2018.

To Our Customers:

Press-Seal Corporation hereby certifies conformance with requirements of the above-published NPCA Quality Control Manual as follows:

1. Press-Seal Corporation is currently registered to ISO 9001:2015
2. Press-Seal Corporation meets or exceeds the requirements for testing rubber physical properties for each rubber compound for each specification (as required under Section 6.2.1.8 part 1, and Section 6.3.5, part 1); and
3. Press-Seal Corporation meets or exceeds the requirements for measurement of critical gasket physical characteristics (as required under Section 6.2.1.8 part 2, and Section 6.3.5, part 2); and
4. Press-Seal Corporation maintains records of these tests and measurements as required under Manual Sections 6.2.1.8 and 6.3.5 for Gasket Quality Control for a period of at least one year; and
5. Press-Seal Corporation has an integrated system for additional testing of products in the event that measurements obtained from samples are not within acceptable tolerances. Material which is not in conformance with requirements is segregated from usable stock and is positively precluded from use or transfer.

Certified by:

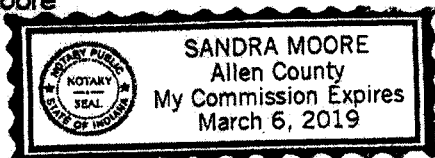
Brad Carpenter, Quality Manager

County of Allen)
State of Indiana)

Sworn before the subscribed in my presence, this 2nd day of January 2019.

Sandra Moore

Notary Public.





PRESS-SEAL CORPORATION

Providing products and services that protect our planet's clean water supply

January 2, 2019

CERTIFICATE OF COMPLIANCE

This is to certify that the **PROFILE GASKETS** supplied by Press-Seal Corporation, 2424 W. State Boulevard, Fort Wayne, Indiana, are manufactured in the United States of America using North American and globally sourced components and meet or exceed the Specification requirements of ASTM C 443 for standard rubber gaskets, ASTM C 1619, Class C and E for rubber gaskets.

This certification does not guarantee any field application or testing performance criteria. These criteria are controlled by product dimensions and tolerances, as well as field installation conditions and techniques, which are outside the control of the manufacturer.

Sincerely,
PRESS-SEAL CORPORATION

Brad Carpenter
Quality Manager



SOUTHEASTERN PIPE & PRECAST, INC.

2900 N. Highway 95 A
Cantonment, FL 32533
Office: (850) 587-PIPE (7473)
Fax: (850) 587-3026



Updated: 04/16/20

Precast Mix Design #1

1.5 cubic yard SCC
(4,000 psi)

Mix Breakdown

Coarse - 2,000 lbs ±

Mine # AL 149

Fine - 2,500 lbs ±

Mine 60-718

Cement - 940 lbs ±

ARGOS Cement

Water - 375 lbs ± / 44.96 Gallons

Cottage Hill Water Works

w/c ratio - 0.41 ±

Addmixes:

Plastol 5700 (water reducer) – 30 oz
APL 924-006-010

*** Batch needs to mix in the mixer for no less than 5 minutes**

ADS N-12® PLAIN END PIPE (PER ASTM F2648) SPECIFICATION

Scope

This specification describes 4- through 60-inch (100 to 1500 mm) ADS N-12 plain end pipe (per ASTM F2648) for use in gravity-flow land drainage applications.

Pipe Requirements

ADS N-12 plain end pipe (per ASTM F2648) shall have a smooth interior and annular exterior corrugations.

- 4- through 60-inch (100 to 1500 mm) pipe shall meet ASTM F2648.
- Manning's "n" value for use in design shall be 0.012.

Joint Performance

Pipe shall be joined with coupling bands covering at least two full corrugations on each end of the pipe. Standard connections shall meet or exceed the soil-tight requirements of ASTM F2648.

Gasketed connections shall incorporate a closed-cell synthetic expanded rubber gasket meeting the requirements of ASTM D1056 Grade 2A2. Gaskets, when applicable, shall be installed by the pipe manufacturer.

Fittings

Fittings shall conform to ASTM F2306.

Material Properties

Material for pipe production shall be an engineered compound of virgin and recycled high density polyethylene conforming with the minimum requirements of cell classification 424420C (ESCR Test Condition B) for 4- through 10-inch (100 to 250 mm) diameters, and 435420C (ESCR Test Condition B) for 12- through 60-inch (300 to 1500 mm) diameters, as defined and described in the latest version of ASTM D3350, except that carbon black content should not exceed 4%. The design engineer shall verify compatibility with overall system including structural, hydraulic, material, and installation requirements for a given application.

Installation

Installation shall be in accordance with ASTM D2321 and ADS recommended installation guidelines, with the exception that minimum cover in trafficked areas for 4- through 48-inch (100 to 1200 mm) diameters shall be one foot (0.3 m) and for 60-inch (1500 mm) diameter the minimum cover shall be 2 ft. (0.6 m) in single run applications. Backfill for minimum cover situations shall consist of Class 1 (compacted) or Class 2 (minimum 90% SPD) material. Maximum fill heights depend on embedment material and compaction level; please refer to Technical Note 2.02. Contact your local ADS representative or visit our website at www.ads-pipe.com for a copy of the latest installation guidelines.

Pipe Dimensions

Nominal Diameter, in (mm)													
Pipe I.D. in (mm)	4 (100)	6 (150)	8 (200)	10 (250)	12 (300)	15 (375)	18 (450)	24 (600)	30 (750)	36 (900)	42 (1050)	48 (1200)	60 (1500)
Pipe O.D.* in (mm)	4.8 (122)	6.9 (175)	9.1 (231)	11.4 (290)	14.5 (368)	18 (457)	22 (559)	28 (711)	36 (914)	42 (1067)	48 (1219)	54 (1372)	67 (1702)

*Pipe O.D. values are provided for reference purposes only, values stated for 12 through 60-inch are ± 1 inch. Contact a sales representative for exact values

**All diameters available with or without perforations.

STATEMENT OF LIMITED WARRANTY:

a) Limited Warranty. Subject to the limitations and exclusions set forth below, Seller warrants that the products to be delivered hereunder shall be free from defects in materials and workmanship in normal use and service. This warranty is applicable only to Buyer and there are no other intended beneficiaries of this warranty.

b) Warranty Limitations and Exclusions.

(i) For the warranty to apply, the products must be installed in accordance with all site conditions required by state and local codes, applicable product or industry specifications and guidelines, manufacturer's installation recommendations and other applicable laws. Specifically excluded from the warranty are damages to the products arising from ordinary wear and tear, alteration or repair by anyone other than Seller, accident, misuse, abuse or neglect, or any other event not caused by Seller.

(ii) Seller's obligation under this warranty shall not include any transportation charges or costs of installation.

(iii) Except as specified above, no other express warranty is given and no affirmation on Seller's part or on the part of Seller's representatives or agents, by word or act, shall constitute a warranty or otherwise alter, vary or expand the express warranty set forth above.

(iv) IN NO EVENT SHALL SELLER BE LIABLE FOR SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES OF BUYER OR ANY THIRD PARTY, including loss of production and profits, labor and materials, overhead costs or other loss or expenses incurred by Buyer or any third party.

(v) TO THE EXTENT ALLOWED BY LAW, THE WARRANTY SET FORTH HEREIN IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES WITH RESPECT TO THE PRODUCTS (WHETHER EXPRESS, IMPLIED OR STATUTORY), INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

c) Claims: Remedies. All claims made under this warranty shall be presented to Seller in writing at Seller's corporate headquarters, 4640 Trueman Boulevard, Hilliard, Ohio 43026, no later than sixty (60) days after Buyer's discovery of defects in the products for which such claim is made. Any claim under this warranty that is not so presented to Seller in writing within sixty (60) days after discovery shall be deemed unconditionally waived. Seller agrees to replace those products determined by Seller to be defective and covered by this warranty. The supply of replacement products is the sole remedy of Buyer for breaches of this warranty. Seller's liability specifically excludes the cost of removal of the replaced products and/or installation of the replacement products.

J. MILLER CONSTRUCTION, INC.
FINANCIAL STATEMENTS AND
SUPPLEMENTARY SCHEDULES
YEAR ENDED DECEMBER 31, 2019

J. MILLER CONSTRUCTION, INC.

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L.L. SIMMONS, CPA, P.A.

CERTIFIED PUBLIC ACCOUNTANT

**3008 Langley Avenue
Pensacola, Florida 32504**

To the Board of Directors and Stockholders
of J. Miller Construction, Inc.

Accountant's Audit Report

We have audited the accompanying balance sheets of J. Miller Construction, Inc. (an S Corporation) as of December 31, 2019 and the related statements of income, retained earnings, and cash flows for the year then ended. These financial statements are the responsibility of the Company's management. Our responsibility is to express an opinion on these financial statements based on our audit.

We conducted our audit in accordance with generally accepted auditing standards. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. An audit includes examining on a test basis, evidence supporting the amounts and disclosures in the financial statements. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audit provides a reasonable basis for our opinion.

In our opinion, the financial statements referred to above present fairly in all material respects, the financial position of J. Miller Construction, Inc. as of December 31, 2019, and the results of its operations and its cash flows for the year then ended in conformity with generally accepted accounting principles.

L.L. Simmons, CPA, P.A.

L.L. Simmons, CPA, P.A.
Pensacola, Florida
April 3, 2020

J. MILLER CONSTRUCTION, INC.

BALANCE SHEET

DECEMBER 31, 2019

ASSETS

CURRENT ASSETS

Cash and cash equivalents	\$1,497,696
Contract Receivables	1,959,847
Costs and estimated earnings in excess of billings on uncompleted contracts	176,171
Employee Advances Receivable	<u>890</u>

TOTAL CURRENT ASSETS **\$ 3,634,604**

PROPERTY AND EQUIPMENT

Construction equipment and vehicles	\$ 6,236,010
Office furniture and equipment	<u>2,031</u>
	6,238,041
Less accumulated depreciation	<u>6,006,780</u>

TOTAL PROPERTY AND EQUIPMENT **\$ 231,261**

OTHER ASSETS

Deposits	\$ 0
----------	------

TOTAL OTHER ASSETS **\$ 0**

TOTAL ASSETS **\$ 3,865,865**

See Accompanying Notes to financial statements

J. MILLER CONSTRUCTION, INC.

BALANCE SHEET

DECEMBER 31, 2019

LIABILITIES AND STOCKHOLDER'S EQUITY

CURRENT LIABILITIES

Accounts Payable	\$ 569,083	
Notes Payable	563,019	
Billings in excess of costs and estimated earnings on uncompleted contracts	<u>776,073</u>	
TOTAL CURRENT LIABILITIES		\$1,908,175

LONG-TERM DEBT LESS CURRENT MATURITIES **\$ 720,456**

STOCKHOLDER'S EQUITY

Common Stock, \$1.00 par value, authorized 10,000 shares; issued, 10,000 shares	\$ 10,000	
Additional paid-in capital	0	
Retained earnings	<u>1,227,234</u>	
TOTAL STOCKHOLDER'S EQUITY		<u>\$1,237,234</u>

TOTAL LIABILITIES AND STOCKHOLDER'S EQUITY **\$3,865,865**

See Accompanying Notes to financial statements

J. MILLER CONSTRUCTION, INC.
STATEMENT OF INCOME
FOR THE YEAR ENDED DECEMBER 31, 2019

Contract revenues	\$15,868,835
Cost of contract revenues	<u>14,141,344</u>
Gross Profit	1,727,491
General and administrative expenses	<u>342,644</u>
Income from operations	1,384,847
Other Income	<u>133,143</u>
Net Income	<u>\$ 1,517,990</u>

See Accompanying Notes to financial statements

J. MILLER CONSTRUCTION, INC.
STATEMENT OF RETAINED EARNINGS
FOR THE YEAR ENDED DECEMBER 31, 2019

Balance, beginning of year	\$ 1,009,798
Net Income	1,517,990
Distributions to Stockholders	<u>(1,300,554)</u>
Balance, end of year	<u>\$1,227,234</u>

See Accompanying Notes to financial statements

J. MILLER CONSTRUCTION, INC.

STATEMENT OF CASH FLOWS

FOR THE YEAR ENDED DECEMBER 31, 2019

CASH FLOWS FROM OPERATING ACTIVITIES

Net Income	\$ 1,517,990
Adjustments to reconcile net income to net cash provided by operating activities:	
Depreciation	776,869
(Increase) Decrease in:	
Receivables	(747,088)
Employee Advances	(150)
Cost and estimated earnings in excess of billings on uncompleted contracts	(81,767)
Increase (Decrease) in:	
Accounts payable	185,315
Billings in excess of cost and estimated earnings	474,615

NET CASH PROVIDED BY OPERATING ACTIVITIES **\$2,125,784**

CASH FLOWS FROM INVESTING ACTIVITIES

Purchase of Equipment and Vehicles (252,139)

NET CASH USED FOR INVESTING ACTIVITIES **\$(252,139)**

CASH FLOWS FROM FINANCING ACTIVITIES

Decrease in Notes Payable to Bank (103,162)
Distributions to stockholders (1,300,554)

NET CASH USED FOR FINANCING ACTIVITIES **\$(1,403,716)**

INCREASE IN CASH **\$ 469,929**

CASH AND CASH EQUIVALENTS AT BEGINNING OF YEAR **\$ 1,027,767**

CASH AND CASH EQUIVALENTS AT END OF YEAR **\$ 1,497,696**

See Accompanying Notes to financial statements

J. MILLER CONSTRUCTION, INC.

NOTES TO FINANCIAL STATEMENTS

DECEMBER 31, 2019

NOTE A - SIGNIFICANT ACCOUNTING POLICIES

Company's Activities and Operating Cycle

The Company is a general contractor, performing contracts for the construction and/or installation of up to two story buildings, infrastructure, sewer and water expansion projects, remodeling (commercial & residential), concrete and asphalt parking lots, land clearing maintenance such as grading dirt roads, gutter clearing, etc. The work is performed under fixed-price and cost-plus fee contracts. The length of the Company's contracts varies, but is typically less than one year.

Recognition of Contract Revenues and Costs

Revenues and costs from long-term construction contracts are recognized on the percentage-of-completion method, measured by the percentage of direct costs incurred to total estimated direct costs. This method is used because management considers expended costs to be the best available measure of progress on these contracts.

Contracts costs include direct material, labor, subcontract costs and those indirect costs related to contract performance such as indirect labor, supplies, tools, repairs and depreciation costs. General and administrative expenses are charged to expense as incurred. Provisions for estimated losses on uncompleted contracts are made in the period in which such losses are determined. Changes in job performance, job conditions, and related profitability, including those arising from contract penalty provisions and final contract settlements that may result in revision to costs and income, are recognized in the period in which the revisions are determined.

The asset "Costs and earnings on uncompleted contracts in excess of related billings" represents revenues recognized in excess of amounts billed. The liability, "Billings in excess of costs and estimated earnings on uncompleted contracts," represents billings in excess of revenues earned.

CASH EQUIVALENTS

For purposes of the statement of cash flows, the Company considers all highly liquid debt instruments purchased with a maturity of three months or less to be cash equivalents. There were no cash equivalents at December 31, 2019.

J. MILLER CONSTRUCTION, INC.
NOTES TO FINANCIAL STATEMENTS
DECEMBER 31, 2019

NOTE A - SIGNIFICANT ACCOUNTING POLICIES (Continued)

Property and Equipment

Property and equipment are stated at cost. Depreciation is computed over the estimated useful lives of the related assets. The useful lives of property and equipment for purposes of computing depreciation are:

Construction equipment and vehicles	3 - 7 years
Office equipment	5 - 10 years
Buildings	25 years

Income Taxes

The company has elected, with the consent of its stockholders, to be taxed as an "S" corporation under Internal Revenue Code Section 1362 and a similar section of the state Code. An S corporation does not generally pay income taxes but, instead, its stockholders are taxed on the Company's income. Therefore, these statements do not include any provision for corporate income taxes.

NOTE B - UNCOMPLETED CONTRACTS

Information regarding uncompleted contracts is as follows:

Total adjusted contract price	<u>\$ 15,358,937</u>
Costs incurred	\$ 2,201,759
Earnings recognized	<u>601,110</u>
	\$ 2,802,869
Less billings to date	<u>3,402,771</u>
	<u><u>\$ (599,902)</u></u>

Included in the accompanying balance sheet under the following caption:

Cost and earnings on uncompleted contracts in excess of related billings	\$ 176,171
Billings in excess of cost and estimated earnings on uncompleted contracts	<u>776,073</u>
	<u><u>\$ (599,902)</u></u>

J. MILLER CONSTRUCTION, INC.

NOTES TO FINANCIAL STATEMENTS

NOTE C - MAJOR CUSTOMER

The Company rendered construction services for the Florida Department of Transportation. Revenue from such contract represented 10% of the Company's revenue from operations for the year. Furthermore, the Company rendered construction services for the Santa Rosa County, Board of County Commissioners. Revenue from such contract represented 10% of the Company's revenue from operations for the year.

NOTE D - LONG TERM DEBT

Long Term Debt consists of the following at December 31, 2019:

Secured:

- 1) Note Payable to Harvester's Federal Credit Union bearing interest at a rate of 3.49% with monthly payments of \$564.67 through August 18, 2024. Such note is secured by a 2018 Ford F250.
- 2) Note Payable to Harvester's Federal Credit Union bearing interest at a rate of 3.49% with monthly payments of \$549.36 through August 18, 2024. Such note is secured by a 2017 Ford F250.
- 3) Note Payable to Harvester's Federal Credit Union bearing interest at a rate of 3.49% with monthly payments of \$665.90 through August 18, 2024. Such note is secured by a 2019 Ford F250.
- 4) Note Payable to Harvester's Federal Credit Union bearing interest at a rate of 3.49% with monthly payments of \$1,127.46 through August 18, 2024. Such note is secured by a 2019 Ford F450.
- 5) Note Payable to Harvesters Federal Credit Union bearing interest at a rate of 1.99% with monthly payments of \$610.50 through September 22, 2020. Such note is secured by a 2014 F350.
- 6) Note Payable to Harvesters Federal Credit Union bearing interest at a rate of 1.99% with monthly payments of \$604.48 through September 28, 2021. Such note is secured by a 2016 F250 XL.
- 7) Note Payable to Harvesters Federal Credit Union bearing interest at a rate of 1.99% with monthly payments of \$884.11 through September 25, 2021. Such note is secured by a 2016 F350.

J. MILLER CONSTRUCTION, INC.

NOTES TO FINANCIAL STATEMENTS

NOTE D - LONG TERM DEBT - CONTINUED

- 8) Note Payable to Harvesters Federal Credit Union bearing interest at a rate of 2.99% with monthly payments of \$2,226.99 through December 27, 2022. Such note is secured by a 2018 Kenworth T440 Dump Truck.
- 9) Note Payable to John Deere Financial bearing interest at a rate of 0% with monthly payments of \$2,806.60 through December 28, 2021. Such note is secured by a 544K-II Wheel Loader.
- 10) Note Payable to John Deere Financial bearing interest at a rate of 0% with monthly payments of \$3,216.64 through May 17, 2022. Such note is secured by a John Deere 300 Excavator with bucket.
- 11) Note Payable to Komatsu Financial bearing interest at a rate of 0% with monthly payments of \$3,471.81 through May 12, 2020. Such note is secured by a PC210LC-11 Excavator.
- 12) Note Payable to Komatsu Financial bearing interest at a rate of 0% with monthly payments of \$2,183.59 through September 13, 2021. Such note is secured by a D37PX-24 Crawler Dozer.
- 13) Note Payable to Kubota Credit Corporation USA bearing interest at a rate of 0.99% with monthly payments of \$824.97 through March 24, 2020. Such note is secured by a SVL75-2W Trackloader.
- 14) Note Payable to SunSouth Capital bearing interest at a rate of 3.99% with monthly payments of \$2,098.00 through April 15, 2020. Such note is secured by a Cat D5K2 LGPCS Dozer.
- 15) Note Payable to Trustmark National Bank bearing interest at a rate of 4.10% with monthly payments of \$2,496.49 through January 18, 2022. Such note is secured by a 2017 Kenworth T440 Dump Truck.
- 16) Note Payable to Trustmark National Bank bearing interest at a rate of 4.10% with monthly payments of \$2,530.80 through March 29, 2022. Such note is secured by a 2018 Kenworth T440 Dump Truck.
- 17) Note Payable to Trustmark National Bank bearing interest at a rate of 4% with monthly payments of \$2,721.84 through September 1, 2022. Such note is secured by a 2018 Kenworth T440 EX Dump Truck.

J. MILLER CONSTRUCTION, INC.

NOTES TO FINANCIAL STATEMENTS

NOTE D - LONG TERM DEBT - CONTINUED

- 18) Note Payable to Volvo bearing interest at a rate of 4.10% with monthly payments of \$2,435.24 through July 5, 2022. Such note is secured by a 2018 Volvo VHD84B200 Dump Truck.
- 19) Note Payable to Wells Fargo Vendor Financial Services bearing interest at a rate of 0 %, with monthly payments of \$751.51 through August 5, 2020. Such note is secured by a Mini Excavator E42.
- 20) Note Payable to Wells Fargo bearing interest at a rate of 3.99% with monthly payments of \$2,461.96 through August 28, 2020. Such note is secured by a 2016 Peterbilt 389 Tractor.
- 21) Note Payable to Wells Fargo Vendor Financial Services bearing interest at a rate of 0.1486% with monthly payments of \$777.32 through November 7, 2021. Such note is secured by a 2017 Bobcat T770 Compact Track Loader.
- 22) Note Payable to Wells Fargo Vendor Financial Services bearing interest at a rate of 2.59% with monthly payments of \$2,894.93 through January 18, 2021. Such note is secured by a Weiler P385B-2167 Asphalt Paver.
- 23) Note Payable to John Deere Financial bearing interest at a rate of 1.75% with monthly payments of \$3,051.11 through March 15, 2021. Such note is secured by a 135G FT4 Excavator.
- 24) Note Payable to John Deere Financial bearing interest at a rate of 0% with monthly payments of \$7,021.73 through September 27, 2022. Such note is secured by a 700K Crawler Dozer.
- 25) Note Payable to Harvester's Federal Credit Union bearing interest at a rate of 3.24% with monthly payments of \$2,917.06 through May 20, 2022. Such note is secured by a 2016 Peterbilt Dump Truck.

J. MILLER CONSTRUCTION, INC.

NOTES TO FINANCIAL STATEMENTS

NOTE E - DISTRIBUTIONS TO SHAREHOLDERS FOR ESTIMATED TAX PAYMENTS

During the calendar year 2020 the Company shall make distributions to shareholders of the Company totaling approximately \$590,000.00 for the payment of the balance of 2019 federal income taxes owed by the respective shareholders as well as 2020 estimated federal income tax payments. Since the Company is a Subchapter S corporation, the Company itself pays no federal income taxes. However, the income reflected on the Company's Form 1120S is reflected by the two (2) shareholders of the Company on their respective personal Federal Income Tax Return Form 1040. As a result, it is necessary that the Company distribute monies out to such shareholders in order to enable them to pay their respective Federal tax liabilities.

NOTE F- OTHER INCOME

The Company had other income totaling \$133,143 during the 2019 calendar year. Such sum consisted of interest income totaling \$324. Furthermore, the office building located at 8900 Waring Road was distributed to shareholder Eli H. Miller thereby resulting in a taxable gain of \$60,319. In addition, the sale of a Leadpride Drill resulted in a taxable gain of \$11,000 and the sale of a 2012 Bobcat resulted in a taxable gain of \$9,000. Also, a 2018 Chevrolet Silverado was traded in for the purchase of a 2020 Chevrolet Silverado thereby resulting in a taxable gain of \$52,500.

**INDEPENDENT AUDITOR'S REPORT
ON ADDITIONAL INFORMATION**

To the Board of Directors and Stockholders
J. Miller Construction, Inc.

Our report on our audit of the basic financial statements of J. Miller Construction, Inc. for 2019 appears on page 1. That audit was made for the purpose of forming an opinion on the basic financial statements taken as a whole. The Schedules of Cost of Contract Revenues, General and Administrative Expenses and Contracts in Progress are presented for purposes of additional analysis and are not a required part of the basic financial statements. Such information has been subjected to the auditing procedures applied in the audit of the basic financial statements and, in our opinion, is fairly stated in all material respects in relation to the basic financial statements taken as a whole.

L.L. Simmons, CPA, P.A.

L.L. Simmons, CPA, P.A.
Pensacola, Florida
April 3, 2020

J. MILLER CONSTRUCTION, INC.

SCHEDULE I - COST OF CONTRACT REVENUES

YEAR ENDED DECEMBER 31, 2019

Auto and Truck Expenses	\$ 35,170
Bad Debt Expense	6,245
Bid Bonds	88,643
Blueprint Expenses	3,302
Depreciation	776,869
Design/Plans/Survey Expenses	20,032
Engineering Expense	79,045
Equipment Rental	514,816
Fuel	470,946
Insurance Expense	474,091
Landfill Expense	64,465
Landscaping Expense	600
Licenses and Permits	32,200
Materials	4,326,542
Maintenance and Repairs	391,799
Miscellaneous Tax Expense	25,198
Payroll Taxes	254,032
Per Diem Expense	240
Salaries	3,324,820
Small Tool Expense	82,414
Subcontractors	3,103,925
Supplies Expense	48,125
Temporary Labor Costs	9,070
Tolls Expense	1,210
Travel Expense	7,545

\$14,141,344

See Accompanying Notes to financial statements

J. MILLER CONSTRUCTION, INC.

SCHEDULE II - GENERAL AND ADMINISTRATIVE EXPENSES

YEAR ENDED DECEMBER 31, 2019

Advertising	\$ 18,816
Bank Fees	2,941
Building Rent	17,000
Dues and Subscriptions	8,195
Interest Expense	22,162
Legal and Professional Fees	62,769
Office Supplies and Expense	82,867
Payroll Service Expense	10,425
Postage Expenses	1,322
Salaries	80,000
Telephone	28,606
Utilities Expense	<u>7,540</u>
	<u>\$ 342,643</u>

See Accompanying Notes to financial statements

J. MILLER CONSTRUCTION, INC.

SCHEDULE III - CONTRACTS IN PROGRESS

Project	<u>Total Contracts</u>		<u>Inception To December 31, 2019</u>					<u>At December 31, 2019</u>	
	Revenues	Estimated Gross Profit	Cost Incurred	Per Cent Complete	Estimated Earnings	Billings	Estimated Cost to Complete	Cost and Estimated Earnings In Excess of Billings	Billings in Excess of Cost and Estimated Earnings
Big Lagoon-DEP- Boat Ramp Imprv Pensacola, FL	\$1,955,898	\$ 488,975	\$ 613,820	42%	\$ 205,370	\$ 1,028,251	\$ 853,103	\$ 0	\$ 209,061
Hamilton Bridge Side Walks Santa Rosa Cty	\$ 567,530	\$ 141,883	\$ 143,833	34%	\$ 48,240	\$ 130,889	\$ 281,814	\$ 61,184	\$ 0
FDOT Wildlife Fencing- Okaloosa and Walton Cty	\$2,599,000	\$ 207,920	\$ 402,038	17%	\$ 35,346	\$ 441,830	\$ 1,989,042	\$ 0	\$ 4,446
Elkhart-K8- Phase 2- Civil Site Work Navarre	\$2,589,885	\$ 569,775	\$ 473,874	24%	\$ 136,746	\$ 938,147	\$ 1,546,236	\$ 0	\$ 327,527
Gaberonne Stormwater Improvements Pensacola, FL	\$ 974,247	\$ 292,274	\$ 0	0%	\$ 0	\$ 0	\$ 681,973	\$ 0	\$ 0
Gerard Place Site Work- Pensacola	\$ 328,923	\$ 65,785	\$ 154,534	59%	\$ 38,813	\$ 217,724	\$ 108,604	\$ 0	\$ 24,377
Godwin Connector Pedestrian and Bike Path- Santa Rosa County	\$ 406,316	\$ 89,390	\$ 37,988	12%	\$ 10,727	\$ 0	\$ 278,938	\$ 48,715	\$ 0
Pleasant Grove Elementary - Civil Sitework- Pensacola, FL Improvements	\$4,747,000	\$ 949,400	\$ 0	0%	\$ 0	\$ 0	\$ 3,797,600	\$ 0	\$ 0
Amerson Residence- Cantonment	\$ 156,013	\$ 34,323	\$ 49,444	41%	\$ 14,072	\$ 96,082	\$ 72,246	\$ 0	\$ 32,566
Patterson Residence - Pensacola, FL- Site Work and Concrete Work	\$ 266,311	\$ 79,893	\$ 91,409	49%	\$ 39,148	\$ 198,348	\$ 95,009	\$ 0	\$ 67,791
Wilson Residence Pensacola	\$ 42,048	\$ 5,466	\$ 27,761	76%	\$ 4,154	\$ 0	\$ 8,821	\$ 31,915	\$ 0
Rockhill Residence- Paving and Grading Molino, FL	\$ 140,000	\$ 28,000	\$ 0	0%	\$ 0	\$ 0	\$ 112,000	\$ 0	\$ 0
Hanssen House Extension - Molino, FL	\$ 74,000	\$ 13,320	\$ 5,029	9%	\$ 1,199	\$ 0	\$ 55,651	\$ 6,228	\$ 0
PJ Adams- Civil Site Work Crestview, FL	\$ 84,000	\$ 8,400	\$ 62,657	83%	\$ 6,972	\$ 41,500	\$ 12,943	\$ 28,129	\$ 0

See Accompanying Notes to financial statements

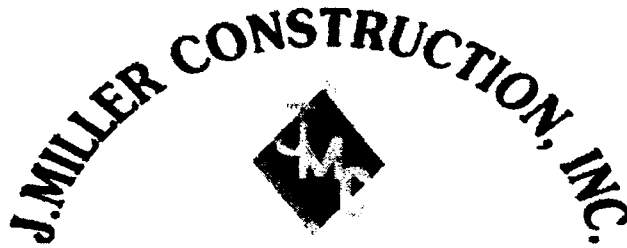
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J. MILLER CONSTRUCTION, INC.

SCHEDULE III - CONTRACTS IN PROGRESS

Project	<u>Total Contracts</u>		<u>Inception To December 31, 2019</u>					<u>At December 31, 2019</u>	
	Revenues	Estimated Gross Profit	Cost Incurred	Per Cent Complete	Estimated Earnings	Billings	Estimated Cost to Complete	Cost and Estimated Earnings In Excess of Billings	Billings in Excess of Cost and Estimated Earnings
Peninsula Pipeline Tanker Farm Site Work and Improvements	\$ 75,000	\$ 16,500	\$ 0	0%	\$ 0	\$ 0	\$ 58,500	\$ 0	\$ 0
West Florida High School Courts Site Work and Improvements	\$ 352,766	\$ 105,830	\$ 139,372	57%	\$ 60,323	\$ 310,000	\$ 107,564	\$ 0	\$ 110,305
TOTALS:	<u>\$15,358,937</u>	<u>\$ 3,097,134</u>	<u>\$ 2,201,759</u>		<u>\$ 601,110</u>	<u>\$ 3,402,771</u>	<u>\$ 10,060,044</u>	<u>\$ 176,171</u>	<u>\$ 776,073</u>

See Accompanying Notes to financial statements



January 17, 2020

L.L. Simmons, CPA, P.A.
3008 Langley Avenue
Pensacola, Florida 32504

We are providing this letter in connection with your audit of the balance sheets of J. Miller Construction, Inc. as of December 31, 2019, and the related statements of income, retained earnings, and cash flows for the periods then ended for the purpose of expressing an opinion as to whether the financial statements present fairly, in all material respects, the financial position, results of operations, and cash flows of J. Miller Construction, Inc. In conformity with U.S. generally accepted accounting principles. We confirm that we are responsible for the fair presentation in the financial statements of financial position, results of operations, and cash flows in conformity with generally accepted accounting principles. We are also responsible for adopting sound accounting policies, establishing and maintaining internal control, and preventing and detecting fraud.

Certain representations in this letter are described as being limited to matters that are material. Items are considered material if they involve an omission or misstatement of accounting information that, in light of surrounding circumstances, makes it probable that the judgment of a reasonable person relying on the information would be changed or influenced by the omission or misstatement. An omission or misstatement that is monetarily small in amount could be considered material as a result of qualitative factors.

We confirm, to the best of our knowledge and belief, as of December 31, 2019, the following representations made to you during your audit.

1. The financial statements referred to above are fairly presented in conformity with U.S. generally accepted accounting principles.
2. We have made available to you all -
 - a. Financial records and related data.
 - b. Minutes of the meeting of stockholders, directors, and committees of directors, or summaries of actions of recent meetings for which minutes have not yet been prepared.

3. There have been no communications from regulatory agencies concerning noncompliance with, or deficiencies in, financial reporting practices.
4. There are no material transactions that have not been properly recorded in the accounting records underlying the financial statements.
5. We believe that the effects of the uncorrected financial statement misstatements summarized in the attached schedule are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.
6. We acknowledge our responsibility for the design and implementation of programs and controls to prevent and detect fraud.
7. We have no knowledge of any fraud or suspected fraud affecting the company involving:
 - a. Management;
 - b. Employees who have significant roles in internal control, or
 - c. Others where the fraud could have a material effect on the financial statements.
8. We have no knowledge of any allegations of fraud or suspected fraud affecting the company received in communications from employees, former employees, regulators, or others.
9. The company has no plans or intentions that may materially affect the carrying value or classification of assets and liabilities.
10. The following have been properly recorded or disclosed in the financial statements:
 - a. Related party transactions and related accounts receivable or payable, including sales, purchases, loans, transfers, leasing arrangements, and guarantees.
 - b. Guarantees, whether written or oral, under which the company is contingently liable.
11. There are no estimates that may be subject to a material change in the near term that have not been properly disclosed in the financial statements. We understand that near term means the period within one year of the date of the financial statements. In addition, we have no knowledge of concentrations existing at the date of the financial statements that make the company vulnerable to the risk of severe impact that have not been properly disclosed in the financial statements.

12. There are no:

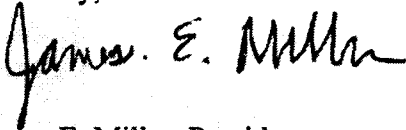
- a. Violations or possible violations of laws or regulations whose effect should be considered for disclosure in the financial statements or as a basis for recording a loss contingency.
- b. Unasserted claims or assessments that our lawyer has advised us are probably of assertion and must be disclosed in accordance with Statement of Financial Accounting Standards No. 5.
- c. Other liabilities or gains or loss contingencies that are required to be accrued or disclosed by Statement of Financial Accounting Standards No. 5.

13. The Company has satisfactory title to all owned assets, and there are no liens or encumbrances on such assets nor has any asset been pledged, except as made known to you and disclosed in the notes to the financial statements.

14. We have complied with all aspects of contractual agreements that would have a material effect on the financial statements in the event of noncompliance.

No events have occurred subsequent to the balance sheet date and through the date of this letter that would require adjustment to, or disclosure in, the financial statements.

Sincerely,



James E. Miller, President



JMILLER-01

KLACY

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/25/2020

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

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

PRODUCER Underwood Anderson & Assoc., Inc. 2302 North 9th Ave Pensacola, FL 32503	CONTACT NAME: Kayleigh Lacy		
	PHONE (A/C, No, Ext): (850) 434-5526	FAX (A/C, No): (850) 438-0330	
	E-MAIL ADDRESS: kayleigh@underwoodanderson.com		
INSURED J Miller Construction Inc 8900 Waring Road Pensacola, FL 32534	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : Hallmark Specialty Insurance Company		26808
	INSURER B : Travelers Casualty And Surety Company Of America		31194
	INSURER C : Bridgefield Employers Insurance Company		10701
	INSURER D : RLI Insurance Company		13056
	INSURER E :		
INSURER F :			

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	☒ COMMERCIAL GENERAL LIABILITY	X		77GLO200065	3/16/2020	3/16/2021	EACH OCCURRENCE \$ 1,000,000	
	☐ CLAIMS-MADE ☒ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000	
							MED EXP (Any one person) \$ 5,000	
							PERSONAL & ADV INJURY \$ 1,000,000	
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$ 2,000,000	
	☐ POLICY ☒ PROJECT ☐ LOC						PRODUCTS - COMP/OP AGG \$ 2,000,000	
	OTHER:						EMPLOYEE BENEFIT \$ 1,000,000	
B	☒ AUTOMOBILE LIABILITY			BA-4P10283A-20-42-G	1/8/2020	1/8/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000	
	☒ ANY AUTO							BODILY INJURY (Per person) \$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS							BODILY INJURY (Per accident) \$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY							PROPERTY DAMAGE (Per accident) \$
							PIP \$ 10,000	
A	☐ UMBRELLA LIAB ☒ EXCESS LIAB			77HX209516	3/16/2020	3/16/2021	EACH OCCURRENCE \$ 3,000,000	
	☐ CLAIMS-MADE						AGGREGATE \$ 3,000,000	
	DED ☐ RETENTION \$							
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y/N	N/A	830-52453	3/25/2020	3/25/2021	☒ PER STATUTE ☐ OTHER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT \$ 1,000,000	
							E.L. DISEASE - EA EMPLOYEE \$ 1,000,000	
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT \$ 1,000,000	
D	Inland Marine			ILM0709269	3/15/2020	3/15/2021	Leased/Rented 500,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
City of Destin Building Division is an Additional Insured as pertains to General Liability as per written contract.

CERTIFICATE HOLDER

CANCELLATION

City of Destin Building Division
4100 Indian Bayou Trail
Destin, FL 32541

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

AUTHORIZED REPRESENTATIVE

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: October 5, 2020

TYPE OF AGENDA ITEM: Action Item

TO: City Council

THRU: Lance Johnson, City Manager

FROM: Kyle Bauman, City Attorney

DATE: September 29, 2020

SUBJECT: 1) Request to schedule an executive session pursuant to section 286.011(8), *Florida Statutes*, in the case of *William C. Carter v. City of Destin, Florida, et al.*, Case Number 2016-CA-3085, in the Circuit Court of the First Judicial Circuit, in and for Okaloosa County Florida.

I. BACKGROUND: A mediation in the above-referenced case was held on September 29, 2020. Pursuant to section 286.011(8), *Florida Statutes*, the City Attorney is requesting that the City Council hold an executive session on October 19, 2020, beginning at 5:30pm so that the Council may discuss matters relating to settlement negotiations or strategy sessions related to litigation expenditures. The executive session will be recorded by a certified court reporter and the transcript shall be made part of the public record upon the conclusion of the litigation. Participants in the executive session will be Councilmembers Chatham Morgan, Parker Destin, Cyron Marler, Skip Overdier, Prebble Ramswell, Steven Menchel, Rodney Braden, Mayor Gary Jarvis, City Manager Lance Johnson, City Attorney Kyle Bauman, City Land Use Attorney Kimberly Romano Kopp, and the City's litigation attorney, Eric Krebs.

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 schedule an executive session pursuant to section 286.011(8), *Florida Statutes*, in the case of *William C. Carter v. City of Destin, Florida, et al.*, Case Number 2016-CA-3085 on October 19, 2020, beginning at 5:30pm.

Attachments:
None