REGULAR MEETING
DESTIN CITY COUNCIL
FEBRUARY 16, 2021
ANNEX COUNCIL CHAMBERS
6:00 PM

*****Core Value of the Month - Stewardship*****

CALL TO ORDER

INVOCATION

PLEDGE OF ALLEGIANCE

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

1. **APPROVAL OF MINUTES**
   A. Approval of minutes of January 25, 2021 Council Visioning Session

2. **PROCLAMATIONS / RECOGNITIONS / **SPECIAL PRESENTATIONS / ANNOUNCEMENTS** (No public comments)
   A. The Mayor's State of the City Presentation

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. Capital Project Status
   B. Operations Financial Report
   C. Submerged Land Lease Application for Norriego Point
   D. COMPASS System/EnerGov Update
   E. Speed Concerns- Sibert Avenue & Forest Street intersection
   F. Animal Control Services
   G. Release of Code Compliance Lien
   H. Announcements:

5. **PUBLIC HEARINGS**
   A. The applicant is requesting consideration of Conditional Use 21-01-CU, for a Panda Express quick service restaurant with a drive thru located at 34898 Emerald Coast Parkway. The project proposes to construct a 2,381 square foot restaurant and 400 square foot outdoor dining area.

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

   A. FEMA DR-4564 Funding Agreement No. Z2604

   B. Draft minutes of advisory board/committee meetings

   C. Submerged Land Lease - Council-Directed Additional Associated Work, Payment

   D. Milling, Resurfacing and Restriping of a portion of Beach Drive, a portion of Calhoun Avenue and Cross Street, authorization to execute task orders

   E. Gregg Orr Pedestrian Easement - 612 Harbor Blvd.

   F. Regimental Military Intelligence Battalion 75th Ranger Regiment Training Exercise

   G. Destin Little League Opening Day Parade

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

   A. Councilmember Braden

   B. Councilmember Ramswell

      1) Harbor CRA Advisory Committee's recommendation to declare the City property between Calhoun and Zerbe a historical area

   C. Councilmember Destin

   D. Councilmember Overdier

   E. Councilmember Herbert

   F. Councilmember King

   G. Councilmember Schmidt

   H. Mayor Gary Jarvis

   I. Land Use Attorney

   J. City Attorney

8. **PUBLIC COMMENTS**

ADJOURNMENT

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

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

****** Any invocation that is offered before the official start of the City Council meeting shall be the voluntary offering of a private person, to and for the benefit of the City Council. The views or beliefs expressed by the invocation speaker have not been previously reviewed or approved by the City Council, or the City staff, and***

the City is not allowed by law to endorse the religious beliefs or views of this, or any other speaker. Persons in attendance at the City Council meeting are invited to stand during the opening invocation and Pledge of Allegiance. However, such invitation shall not be construed as a demand, order, or any other type of command. No person in attendance at the meeting shall be required to participate in any opening invocation that is offered. A person may exit the City Council Chambers and return upon completion of the opening invocation if a person does not wish to participate in or witness the opening invocation.

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

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

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

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

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

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

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MINUTES
STRATEGIC VISIONING SESSION
DESTIN CITY COUNCIL
JANUARY 25, 2021
8:00 AM

The Mayor and Council for the City of Destin met in special session in the Destin City Hall Annex Council Chambers with the following members and staff present:

Destin City Council

Mayor Gary Jarvis
Councilmember Kevin Schmidt
Councilmember Rodney Braden
Councilmember Johnny King
Councilmember Terésa Hebert
Councilmember Skip Overdier
Councilmember Prebble Ramswell
Councilmember Dewey Destin

Destin City Staff

City Manager Lance Johnson
City Clerk Rey Bailey
City Engineer Donald Smith
Public Info Officer Catherine Card
Code Compliance Manager Joey Forgione
Deputy Public Services Director John Hart
Community Dev. Director Louis Zunguze
Principal Planner Lauren Witt
Library Director Wen Livingston
Land Use Attorney Kimberly Kopp
Deputy City Manager Webb Warren
Parks/Recreation Director Lisa Firth
Public Services Director Michael Burgess
HR Manager Karen Jankowski
IT Specialist James Lauria
IT Manager Matthew Pace
Building Official Noell Bell
Finance Director Krystal Strickland
City Attorney Kyle Bauman

Facilitator

Buz Eddy

1. Welcome/Introduction – Overview of the Day

The City Manager and lead facilitator Buz Eddy, provided a brief overview of the workshop, discussed its overall objective, and reinforced what needs to be accomplished during this time.

2. Review of Current Strategic Plan and Objectives

The City Manager discussed the following items:

a. Vision 2035

"*Destin is a family – oriented beach and fishing community where people want to live, work & play and where guests are welcomed to respectfully enjoy our community and its resources."*

b. Core Values

- Transparency
- Teamwork
- Integrity
- Professionalism
- Stewardship
- Respect

c. Mission (adopted in 2018)

"*We are an organization that strives to provide a healthy, safe quality of life, balancing the needs of our residents with the expectations of our visitors, and providing open, clear, accurate communication."*

d. Strategic Plan Process

- Annual Visioning Session with City Council, staff and public
- Adoption of plan by Council
- Staff executes plan
- Final report/new visioning session (Plan-Do-Check-Act)

e. 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

Deputy City Manager Webb Warren gave the following presentation:

f. Council Objectives – FY 2020 (in priority order)

1) Public Beach Initiative
   - Over $22 million committed to this initiative. $13.5 million funding form external sources (TDD)
   - 3 parcels under contract by TPL in Crystal Beach
   - Demolition bids received
   - TPL is pursuing other opportunities

2) Underground Utilities
   - Gulf Power franchise agreement being finalized
   - RFQ for undergrounding consultant
   - Bid protest settled
   - Contract is under negotiation
   - Funding resources being researched

3) Short-Term Rentals (STR) Compliance with Regulations
   - Total registered STRs – 1202
   - Total STR inspections – 975
   - STR parking violations – 506
   - STR garbage violations – 233
   - STR noise violations – 14
   - STR event violations – 14
   - STR stop work violation – 10
   - STR miscellaneous violations – 244

4) Recruit Project and Grants Manager
   - New position for FY 2020 – hire date: March 2, 2020
   - 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 re-vamped 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
   - Pending Council direction and resources

7) Complete Two-Lane Crosstown Connector
   - Proposed two-lane crosstown connector presented and approved by Council on June 1, 2020
   - Redesign underway and process monitored by Project Review Team

8) Calhoun Avenue Multi-Use Trail – Phase 1
   - Enhanced multi-use pathway from community center to Clement Taylor Park
   - Project has been approved by Council, has been awarded and notice to proceed issued
   - The project will begin February 1, 2021

9) Calhoun Avenue Multi-Use Trail – Phase II
   - Community Development completed identification of Scope of Work
   - Community Development Director and City Manager in the process of determining funding and timing of RFP for design phase

10) Improve Parking: Explore Options, Garage, and Surface
   - Beach parking zones activated July 1, 2020
   - Free resident beach parking passes are available
   - Paid parking revenue is earmarked for future parking solutions

- Program is freeing up parking spaces for intended sue and preventing unintended use
- Utilize harbor study/recommendations

11) Beach Renourishment, Planning and Schedule
- 2020 dredging operations provided emergency sand placement of approximately 193,310 cubic yards on Holiday Isle beaches
- County contractors have compiled data from Hurricane Sally/beach erosion assessment. Report is forthcoming
- Although no immediate and comprehensive renourishment plan is in place, the TDC and BOCC are researching options and is in regular communication with City administration

12) Improve Communications with Council/Public/Staff
- Council Task/Project Tracking Report
- Regularly scheduled Council member briefings
- Improved turnaround time for meeting minutes
- Revamped project management processes
- New website launch – March 2021
- Website and social media metrics:
    - Since Oct 2019, there were over 369,400 visits to the/City of Destin website, over 10,000 "likes" on Facebook, and over 1,400 public engagement posts, 160 press releases distributed
- Newsletter launched January 2021

13/14) Implement Wayfinding Program/Enhanced Signage Control
- Master plan reviewed and approved by City Council
- TDD is planning a similar initiative and staff is in communication

15) Update Golf Cart/Low Speed Vehicle Rules
- This item is slated to be incorporated in the Land Development Code (Chapter 8)
- To LPA in March 2021

16) 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 FDOT PD&E for US Hwy 98 was advertised in December of 2020, which includes a street-lighting evaluation
- Based on a replacement estimate, conversion could approach $1.2 million for material and installation (cost-distribution over a 5-year period, $240,000/year)
- Possible opportunity in renegotiation of Franchise Agreement with Gulf Power

17) Implement a Roadway Striping Program
- The Public Works Department has focused its re-striping efforts for FY 2020 and FY 2021 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 2021 Projects – Gulf Shore Drive (Sandpiper Cove to Norriego Point), Scenic Hwy 98 (Tarpon-Matthew), Dolphin-Regatta Bay, Sibert Avenue

18) Provide Board and Committee Training to Members
- City Clerk and staff reviewed and are revising the City Council and Committee appointee orientation process
- The City Attorney is conducting annual Sunshine and Public Records refresher training with each board/committee

19) Improve Sidewalks (wider, more walkable)
- 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 2020, approximately 4613 square feet, the equivalent to 1150' of damaged 4' sidewalk , had been removed and replaced

20) Reestablish Environmental Committee
- Staff will bring forward an Environmental Committee agenda item for Council direction to re-establish the intent (need) of this committee

21) Enforce Residential Boat and RV Parking Regulations
- Officers are trained in these regulations and proactively seek compliance from our residents
- Code Compliance has issued 26 citations to date in 2020

22) Regulate Building Height Limits to Five Stories
- November 3, 2020 referendum election – approved by 82.% of voters

g. <u>Management Objectives – FY 2020</u> (Listed in Priority Order)
- Balance Staffing Resources with Expectations
  - City Manager's Staff – Realignment for improved process management
    - Reopened and filled the Grants/Projects/Contracts Manager position
  - Code Compliance – Increased staffing based upon Council's strategic priorities
    - Increased from 4 employees to 8.5 over three FY (1-Mgr / 6.5 – Officers / 1-AA)
  - Community Development – Increased staffing based upon Council's strategic priorities
    - Planning Division: Increased from 3 employees to 5 over two FY
    - Building/Permit Division: Adding Permit/BTR Technician and Inspector
  - Engineering Division

        - Realignment for improved process management: Engineering and Stormwater moved under Community Development Department

    - Library
        - Realigned staffing for needs of the community: Consolidated two part-time positions for 1 full-time position

    - Parks and Recreation – Realignment for improved process management
        - Created lead positions to aid supervisory chain of command with the divisions (largest department)

- Align Comprehensive Plan, Future Land Use Map (FLUM), and Zoning Map – Complete

- Acquire and Deploy Comprehensive Municipal Management Software along with Required Training – Complete

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    - April 2021 – target date to go live with COMPASS system

- Seek out Funding Sources for Beach Acquisitions
    - Over $22 million earmarked (started with $2 million)

- Implement Code Enforcement Compliance Plan – Complete

h. Management in Progress (2020 – 2021) (Listed in Priority Order)

- Align Comprehensive Plan, Future Land Use Map (FLUM), and Zoning Map – Complete

- LDC Update/Impact Fee Study (CD) – In progress

- Harbor Capacity Study (USACE) (CD)
    - City committee established
    - Project to start April 2021

- Implement Proactive Code Compliance Program (CC) – Complete

- Memorialize Institutional Knowledge (All Departments) – In Progress
    - Processes and historical data being incorporated into COMPASS
    - Formed a strike team to prioritize updating and managing operation instructions documents
    - Departments analyzing and revising plans

- Produce City Facilities and City Infrastructure Plans (PS) – In progress
    - Streetlight, sign, irrigation and other critical infrastructure inventories are being incorporated into our GIS system

- Renewal and Replacement Fund set up for FY 2021 Budget

➢ Monitor Restore Act Grants (CM) – In progress
- Grants and Projects Manager is in regular coordination with Restore Act administration

i. Major Projects – FY 2020-2023 (Listed in priority order)

➢ Development Software Implementation (CD/IT/PS/FIN/CODE)
- First phase completion – April 2021

➢ Airport Road Safety Improvements (PS/ENG)
- Plans are finalized
- FDOT anticipates Spring 2021 construction

➢ Construct Capt, Royal Melvin Heritage Park (PR/CD/PS/CM)
- Construction started

➢ Renovate Clement Taylor Park (PR/CD/PS/CM)
- Seawall finished, renovations to start in 2021

➢ Redevelop Joe's Bayou Recreation Area (PR/CD/PS/CM)
- DEP bid process in progress

➢ Norriego Point Phase III – Recreation Components (PS)
- DEP obtaining permits

➢ Calhoun Avenue MUT – Phase I Construction (PS/CD)
- Construction to start in February 2021

➢ Calhoun Avenue MUT – Phase II Design & Construction (Pathway under Marler Bridge (PS/CD)
- CDD & CMO working on funding to complete design

➢ Beach Street Reconstruction/Resurfacing (PS/ENG)
- Complete from US Hwy 98 to Kelly Street

➢ Implement Prioritized Stormwater Improvements Based on the Stormwater Master plan (CD) – In progress
- Plan came before Council on August 17th
- Final plan to Council in Spring 2021

j. COVID – 19 Pandemic
➢ Provided immediate challenges to our workforce and processes
➢ Forced tremendous amount of change in a very short period of time
➢ Council and staff have transitioned to new processes so that we can safely conduct business to serve our residents, businesses and visitors
➢ Staff has accomplished or is accomplishing most planned objectives to-date and have overcome many unplanned challenges associated with COVID-19

k. Senior Leadership Team

- Lance Johnson - City Manager
- Webb Warren - Deputy City Manager
- Lorraine Berish - Senior Administrative Services Coordinator
- Jeff Cozadd - Projects/Grants Contracts Manager
- Catherine Card - Public Information Manager
- Rey Bailey - City Clerk
- Karen Jankowski/Nichole DeVito – Human Resources/Risk Manager
- Krystal Strickland - Finance Director
- Matthew Pace - Information Technology Manager
- Michael Burgess - Public Services Director
- Lisa Firth - Parks and Recreation Director
- Louis Zunguze - Community Development Director
- Joey Forgione - Code Compliance Manager
- Wen Livingston - Library Director

l. Introductions

At this time, all session participants (Mayor, City Council, and staff) introduced themselves.

m. Strategic Partner Presentations

Ms. Jennifer Adams, Executive Director of Tourist Development Council (TDC), discussed some of the TDC initiatives for 2021. She stated that although the TDC was down 18 percent in 2020; October 2020 was up by 68 percent. She stated they cut a lot of their projects at the Convention Center on Okaloosa Island due to COVID-19, losing about $2 million. But, their reserve funds are mostly intact. They also approved a 5-year $30 million capital projects plan last year, with Destin having the major share of those dollars, with more than $19 million with projects to include the purchasing of beach front property to which the TDC is very committed. They saved $2.5 million in advertising last year, which is then added to the normal $5 million advertising budget this year. They have invested a lot of money in putting together a strategic research plan. They are focusing on a new initiative called "Destination Stewardship" with the goal of making the experience better for their visitors, residents and people who work in the community. Through research they realize they need to make the experience better for their residents and visitors. Their biggest problems are mobility, accessibility to water, and both residents and visitors think they lack in southern hospitality. Everything they are doing with "Destination Stewardship" will be designed to combat those issues. They also rebranded. They are no longer the Emerald Coast - Northwest Florida – Okaloosa Island. They are now Destin – Fort Walton Beach Florida. That brand is out and starting to gain some momentum changing the mind set of visitors. There have been talk of possibly expanding the taxing district to be County-wide. It hits on product developments, with Destin obviously the biggest brand. The funds they have already earmarked for their projects cannot be sent to the northern end of the County. She would be working with the City and discussing the composition of the TDC Board to make sure there is a sit for Destin and outlining their plans for moving forward.

Councilmember Ramswell asked how the expansion of the taxing district could impact distribution of tax dollars, which is typically based upon population. She stated that Destin brings in the bulk of the bed tax dollars, but it does not have the highest population.

Ms. Adams stated that they look at the whole picture, including the problems, and align it with the branding initiatives. They react to the research, then they allocate funds. This is how they plan to continue, and they would be working on a plan with the City.

Councilmember Braden noted that purchasing beach front property benefits the entire County; and that they hope to continue purchasing more property, possibly a fishing marina.

Ms. Adams noted that the projects they have in the capital improvements plan, such as the bridge-to-bridge bike path and waterfront property, are designed to benefit the entire community. They are all within the taxing district. The 5-year plan is set and approved, and funding will be allocated to it for the next 5 years.

Councilmember Braden asked if there have been some suggestions or if there's anything they ought to be doing now to improve upon the perception that they lack in southern hospitality.

According to Ms. Adams, they have reached out to the college to see if they could do some hospitality training. She stated that the TDC has about 110 partners and they have been working through them to try to do outreach and education. She continued that with the "Destination Stewardship" they would be employing people who would be out coordinating and interacting with people. They plan to be more creative in getting the message out to people and continue to have outreach and education.

Mr. Lockwood Wernet, General Manager of the Destin Water Users (DWU), spoke next. He noted that DWU is the water and sewer provider serving the City of Destin and the unincorporated areas of Okaloosa County north of US Hwy 98 and west of the Mid-Bay Bridge. Their objective is to always provide safe and reliable drinking water to their members. He stated they have had an excellent relationship with the City and staff through the years. He asked that the City continuous to include DWU in the coordinating process in all their projects, especially some of the bigger projects they have discussed today, such as the undergrounding of utilities along US Hwy 98, as there are a lot of utilities in the ground. They also expect to have a lot of involvement with the crosstown connector. He sees a lot of opportunities for DWU to continue to loop their system to provide reliable pressure throughout the rights-of-way. He also stated they have done some expansion of sewer lines in the past and are working very hard to try to eliminate septic tanks. They would like to partner with the City to help them notify and convince the property owners to convert from septic tank to sewer. Also, there is comprehensive legislation that has been passed dealing with water and sewer massive management. As they work through those things, there are a lot of important information they need to share with the City; some of which are still being developed.

The Mayor inquired as to the approximately number of septic tanks there are within the city limits of Destin.

Mr. Wernet replied there are about 200 septic tanks, but so far, they have not been much of an issue locally. It does not impact their drinking water because it comes from Florida aquifer which is separated by clay layer, and there is no transmission between the aquifers. He continued that it is more of an issue for those areas central Florida as their watershed is much closer to the ground. They are establishing best management practices to try to remove septic tanks and cleanup those watersheds. He also stated the main reason

they want to get rid of septic tanks in this community is because it is in the sand and gravel aquifer which interconnects with basin bayous

Councilmember Schmidt inquired as to the main function of the west end water tower and whether it is operational.

Mr. Wernet announced the water tower has been operational since July 2020. He explained that the primary water supply, and 66 percent of their water, comes from the inland wells north of Freeport, that they developed jointly with South Walton. They needed to add some storage in order to get water into the western part of the system. The west end water tower once served as a storage facility to make sure they meet their mandate to limit what they are taking out of their coastal wells and take more from their inland wells. It also provides fire protection for the western side of town.

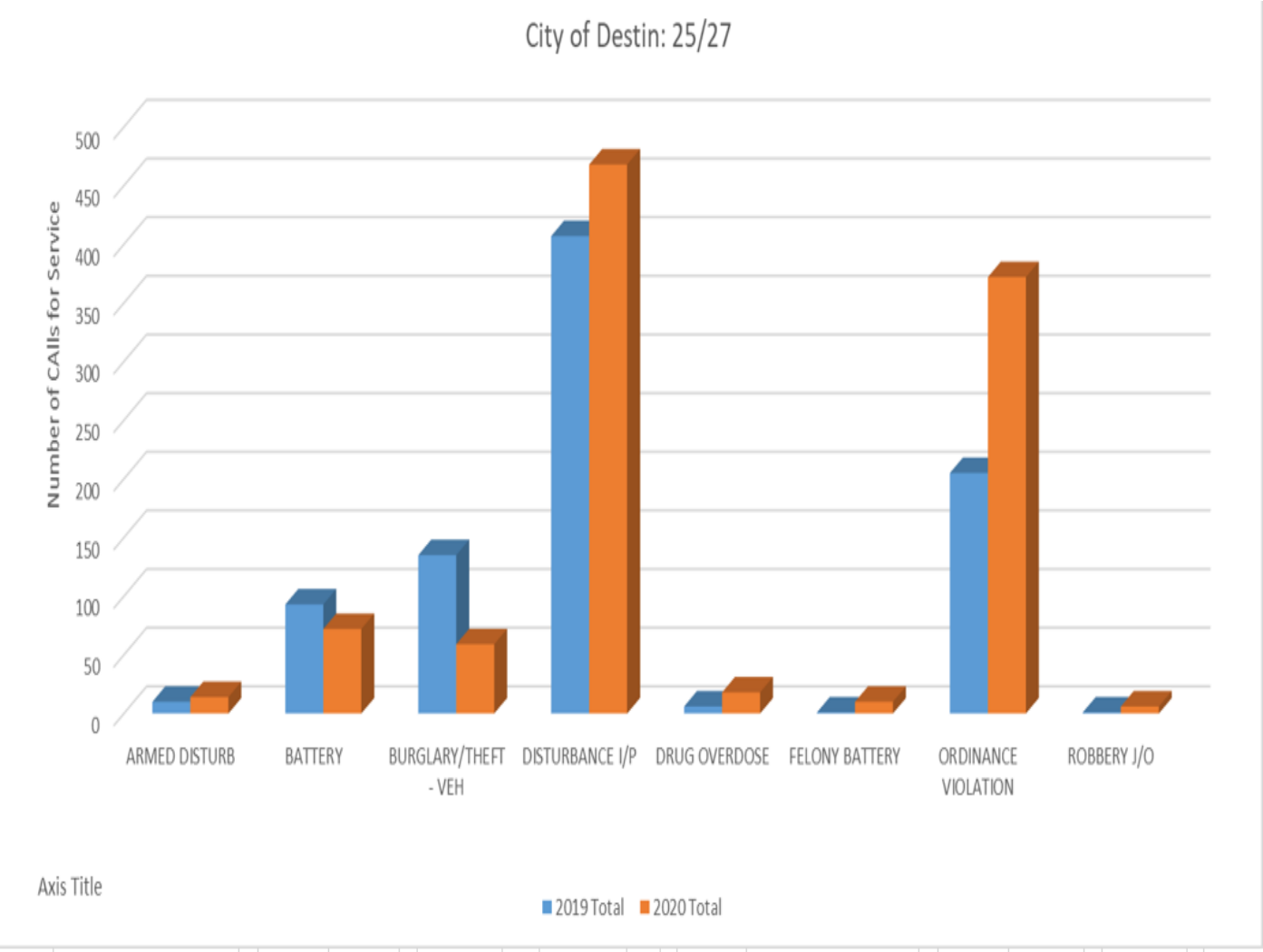
Mr. Shane Moody, President and CEO of the Destin Chamber of Commerce, stated that the Chamber has had an excellent relationship with the City through the years, and that several members of City staff as well as a current member of the Council have been through their leadership program called Destin Forward. He stated the one of the things they have been discussing was the labor pool. People used to drive across the bridge for service jobs here in Destin. But with all the development in Niceville and Crestview, and that is currently happening in Freeport, those jobs have been created on the north side of the bridge. Workers do not have to drive all the way to Destin to go to work. He also stated that the crosstown connector has been a big Chamber initiative and they are glad to hear the City is moving forward with its construction. It has been discussed over the past 18 years. Mr. Moody also noted that traffic in Destin has been a big issue; but traffic does not come into a stand still on US Hwy 98 mainly due to the number of cars on the road. The reason they have so many cars on the road is because there is no place to park in Destin. They may need to consider a public-private partnership in building parking garages to help solve the parking problems. He further stated that the event center would be a tremendous project for the City, and that the Chamber is willing to do everything possible to help the City make it come to fruition. He also stated that the City is doing an excellent job with code enforcement. It has been a big issue with the Chambers and something they have been addressing the past several years. Purchasing beach front property is a tremendous initiative for the City. Lack of beach access has been the biggest complaints they receive from residents and visitors alike. There is also a problem with water access once people get to the beach, which they need to address. They need to figure out how the tourist, who spend a lot of money coming to Destin, can have access to the water. He added that Destin is a town of approximately 14,000 people, but a community of about 100,000 most of the time because of the tourists; adding that it is a small community with big city issues.

Councilmember Braden asked what the Chamber has done to assist in solving the problems with lack of beach access and access to the water.

Mr. Moody stated that it is a very difficult issue because it involves legislative matters concerning private property owners. They have worked closely with the sheriff's department to deal with the vendors and explain to them what they can and cannot do. It has been an issue since the early 2000, and it is something that is not going away any time soon. They need to figure out some way to work with their beach vendor partners who also generate a lot of money and jobs for this community.

The Mayor suggest the Chamber Board reach out to beach vendors that are members of the Chamber and try to come up with some possible solutions and bring them up for the City to explore. It would put the Council in a better position to execute some policy that could provide some solutions to this problem.

Capt. Mike Howell of the Okaloosa County Sheriff's Office noted that their contract with the City of Destin involves 21 sworn deputies – 17 road deputies, 2 investigators, a front desk deputy and a beach marine deputy. Their 2021 contract went down by 1.2 percent or approximately $28,000. He discussed the following statistics regarding the primary calls for service received from the City of Destin and responded to by law enforcement officers in 2019 and 2020



n. Public Comments:

Ms. Myra Williams, a Destin resident, commented on improving the looks on US Hwy 98 and the western portion of Destin. She asked Council to limit the ability of homeowners to take down a 50-year old or a 100-year old tree, and to have something in the Land Development Code or Comprehensive Plan that allows for the preservation of the canopy. She stated that trees provide a lot of benefits, and that it takes more than a lifetime to get big trees back in place. She stated that she is a big proponent of undergrounding the utilities. She also mentioned there was a plan to enhance the Welcome to Destin sign at the

foot of the Marler Bridge, but there were some territorial issues with the military. She would like to see some alternative solutions to that issue. Finally, she expressed her gratitude to the Council and other organizations for their support of the Destin High School and in helping it come to fruition; adding they plan to open its doors in August 2021.

Mr. Dave Mcpherson from NashBuilt Inc., discusses the proposed Destin Community Events Center and the benefit of events center in comparison to civic centers in terms of revenue. He stated that they looked at 3 sites when this issue was discussed last year. One was the property located right beside the existing convention center. Another was the current location of the Old Type Pottery. He stated that he cannot reveal the third site at this time. He also stated he is aware that cost is an issue, and so they need to have a collaborative discussion started if they plan pursue this initiative.

Ms. Marcie Bell, a Destin resident, applauded the beach initiative going on in the City. She thanked the TDC for their assistance as well as property owners who have sold their property and those who are coming forward. She also asked the City to remember turtle lighting along the southern corridor of US Hwy 98 as they discuss conversion of streetlights to LED lights; adding it prevents the turtles from coming towards the street. She also asked the City to consider putting solar panels on top of government buildings. She also pointed out that Section 32B of the City's contract with Waste Management states that the City has the right to audit Waste Management's records twice a year. She asked the Council to consider taking that action as 15 of 20 units in her street alone have not been paying for their trash service. She further stated that she agrees with the City's prioritized customer group – year-round residents, Destin businesses, and tourism. However, in order for Destin-based businesses to succeed, their tourists have to be happy. It creates a cumulative effect if the tourists cannot get to their waters.

<u>City Staff Presentations – Top Priorities and Needs in 2021</u>

- **City Manager - Lance Johnson**
  - Continuously strive to improve transparent communications with Council, residents, businesses, and staff members
  - Professionally execute the City Council's adopted Strategic Priorities and Policies
  - Provides staff with the resources they need to execute City Council's Strategic Priorities and Policies
  - Remove barriers preventing staff from executing City Council's Strategic Priorities and Policies
  - Oversee with integrity the stewardship of the City's fiscal and physical resources
  - Preserve the organization's knowledge in processes and procedures
  - Foster a team-oriented culture of Continuous Quality Improvement

- **Deputy City Manager – Webb Warren**
  - Adopt best practices and leverage technology to improve administrative processes
    - MUNIS Financial/HR System
    - Agenda Management System
    - COMPASS
    - Rectrac

    - Website
    - Passport
  - Continue to improve communication with the City's strategic partners to help implement Council's policy and strategic plan objectives
    - Okaloosa County Administrative Staff
    - Tourist Development Department Administrative Staff
    - OCSO
  - Improve staff, volunteer, and Council orientation process

- **Finance – Krystal Strickland**
  - Training Finance staff
  - Updating financial policies
  - Procurement process and training for staff
  - Updating fixed asset management
  - FEMA procedures and training

- **Community Development – Louis Zunguze**
  - COMPASS/EnerGov Software
    - Full implementation
    - Streamlining development review processes to improve turnaround times
  - Land Development Code (LDC) Update
    - Complete re-write of the LDC to align with Comprehensive Plan
  - Staffing Issues
    - Additional staffing/outside resources
    - Address compensation packages
      - Need to be competitive in hiring
      - Attract and retain competent staff

DISCUSSIONS:

Councilmember Hebert asked staff to provide some recommendations, sooner rather than later, on actions the Council could undertake to help alleviate the difficulty of hiring competent and highly qualified staff to fill their vacant positions.

The City Manager explained that this problem is beyond the Community Development Department. It is an ongoing problem for the City as a whole. They hire and train employees, and then they leave for a higher salary elsewhere.

Councilmember Ramswell asked about the results of the comprehensive evaluation the City's HR Manager conducted last year of all the positions in the City in terms of salaries in comparison with other cities.

According to HR Manager Karen Jankowski, an internal study was conducted in 2019. Some of the positions were adjusted accordingly based on the study. She also explained that each time there is a job opening, she confers with the Finance Director before the position is advertised. They look at the current needs of the market, determine the budget availability, and whether it is feasible to increase the salary offer to fill the position. They also try to balance the market needs with internal equity and avoid paying the new hire a higher salary than someone who is already in a similar position in the City. She also noted that salary expectations for specialized positions are quite high even from applicants just coming out of college and with no prior experience. She also

mentioned that they hired Evergreen Solutions to conduct a comprehensive wage and class study a few years back. One of their recommendations was to conduct a wage and class study every 3 to 5 years; and so there will be a recommendation to Council for another wage and class study in 2022.

Councilmember Destin noted that the City incorporated 36 years ago; and that the primary purpose for that incorporation was to afford the City the ability to handle growth, and to have some input into the quality of life in Destin. Decisions that affected the City were previously made at the County level with very little input from Destin. He continued that the main goal for the incorporation would be lost without a strong, vibrant, and efficient Community Development; which is why one of his top priorities is to provide City staff the resources they need to do the job necessary to fulfill the goal for the incorporation.

Councilmember Braden noted that the common theme among all the department is staffing needs. They are losing well qualified employees to other organizations that are offering more money. If they do not provide staff the resources necessary to accomplish the tasks this Council and its citizens expect, the goals they establish will not be accomplished.

- **Information Technology – Matthew Pace**
  - EnerGov/COMPASS Software
    - Completion of implementation
    - Integration with City departments to maintain excellence in service
    - Continue to streamline departmental functions and processes
  - Network and Information Technology growth within the organization
    - User mobility and emergency remote capabilities
    - Software upgrades
    - Best-in-suite systems for consolidation of services
    - New and improved equipment to maintain high levels of service
    - Overhaul of wireless phone and data services (Federally Regulated Service Provider Access)
  - Network and Data Cybersecurity Measures
    - End-user Training and Awareness
    - Advanced Threat Protection Integration with current systems
  - Enhance network and wireless equipment to handle more secure and sustainable communications

DISCUSSIONS:

Councilmember Hebert stated that the City has such a terrible internet and phone services especially during tourist season. She asked if and when they could upgrade their infrastructure.

Mr. Pace explained that in terms of wireless components, there are very little bandwidths left. The United States was slated to run out of bandwidth for their 4G networks in 2020. All towers are being converted to 5G network, which is a totally different system than the 3G and 4G. The latter are not working to capacity because they do not have the availability of connection. When they get an influx of people in Destin, towers get overloaded especially when they have events down on the Harbor. The harbor has Century Link connections, which are extremely slow. Things will be different once the new towers are put in place; however, the City is not on the priority list since it is not an urban center like Atlanta and New York. He continued that the City's infrastructure is older. Nothing has been updated. There are avenues they need to explore to make sure the infrastructure is sound for residents, but it would take some initiatives and planning, and

possibly working with private-public partnerships. He added that some wiring upgrades would hopefully take place during the undergrounding of utilities.

Councilmember Ramswell noted that statutes are written in a way that basically grants a monopoly to cable or internet companies, limiting the companies that could come in and service a particular area causing the level of service to suffer. For instance, Cox Communications is essentially the cable provider for this area. She continued that she favors the whole concept of competition as they get better quality service because companies are fighting to provide that service. She asked how they might be able to change that process or convince legislature it needs to be changed to allow other companies to come in and compete for service.

Mr. Pace explained that proving monopolistic activities would not be easy because, though they are not the greatest, there are other service providers in the area other than Cox Communications. HughesNet is their satellite provider, Century Link is the DSL provider, and Cox Communication is the broadband cable service provider. He also stated that just because they have no other service providers in the cable arena does not necessarily means Cox Communications has a monopoly in a particular area. The firm could own the infrastructure or portions of the infrastructure where the wires run through; or lease it from Gulf Power or other property owner and not allow other users to access their wiring system.

- **Projects/Grants/Contracts – Jeff Cozadd**
  - Grants procurement and management
    - Identify/secure grant funding
  - Project management
    - Significantly improved with the development of the City's Project Review Team
  - City procurement policy
    - Considered making modifications
    - Create simple/efficient process

DISCUSSION:

Councilmember Braden asked what grant the City is currently pursuing.

Mr. Cozadd noted that the City has applied for a grant to add $25,000 worth of exercise equipment to the walking path of Morgan Sports Complex. The other was for a recreational trail enhancement program, a larger grant which they plan to pursue next. They have to secure funding for it because it is a matching grant. There is a variety of other grants they plan to pursue in the near future. He added that they look at their strategic goals that have already been identified and they tried to pursue grants to match those goals. There are a lot of grants available, it is just a matter of finding grants for which they are eligible.

- **Code Compliance – Joey Forgione**
  - Staffing needs
  - Deputy Manager or shift supervisor
    - Good management practices
    - Allows supervisor to handle nighttime issues
    - Allow supervisor to handle weekend issues
    - Filters low level issues
    - Allows Professional Growth Development & Advancement

    - Builds moral
- Staffing needs
- Code Compliance needs
    - Reclassification of part-time beach compliance officer to full-time
- Department equipment needs
    - 20-foot harbor compliance vessel
    - Beach Unit 4-Wheeler
    - Radio Communication
        - Officer safety
        - Faster dispatch time
        - Emergency management
        - Waiting for the County to go to New System
- Davis or Elvis System
    - Allows to Run Tags & Vessels – help locate owners of abandoned property

DISCUSSION:

Councilmember Braden asked if the City has the money they could allocate for the new vessel or whether they need to rely on grants.

Mr. Forgione stated they would certainly pursue any grants available for it.

Councilmember Ramswell stated that with regards to community policing aspects, they may want to consider incorporating some sort of a neighborhood watch approach or a citizen patrol who watches the field and report their findings to the Code Compliance Department; adding it could help the officers immensely in their information gathering.

Mr. Forgione stated it is definitely something worth considering. He continued that it is already happening in an unofficial capacity, as they are being contacted by rental companies, beach vendors and harbor businesses on a regular basis to report code violations.

- **Public Information - Catherine Card**
    - Continue to strengthen and engage citizens by creating and administering proactive contention on the City's social media platforms
    - Support social media strategy by creating strong digital content for the City
    - Create video library for City achievements, high-level projects, Council and staff Q&A

- **Human Resources – Karen Jankowski**
    - Flat organization
        - Lack of progression, i.e., train to retain, not train to leave
        - Highly competitive market
        - Especially for specialized disciplines
        - High turnover of part-time staff
    - Recommend new wage and class study in 2022

DISCUSSION:

Councilmember Hebert asked if there is a way to put some sort of a 2-year clause on someone's contract to prevent them from leaving after receiving training from the City.

Ms. Jankowski stated there may be able to do it for specialized positions, but they decide not to do it to avoid any legal ramifications.

- **City Clerk – Rey Bailey**
  - Make necessary preparations for upgrade to the City's meeting agenda system (CiviClerk8) platform. New version offers a better user interface and better control of agenda and meeting management

  - Acquire cemetery record management software that is user-friendly and offers robust computing, searching and plotting option to most effectively manage cemetery data
    - Currently using excel database to keep track of voluminous records
      - Managing decades of information. Maintaining accurate records is essential
      - Information is not secure by today's standards. Data can be easily lost and compromised
      - Limitations stand in the way of progress and managing cemeteries much easier

DISCUSSION:

Councilmember Braden stated that the cemetery record management software should have been acquired a long ago since they are dealing with sensitive information which they could ill-afford to lose.

- **Public Works – Michael Burgess**
  - Human resources needs
    - Staffing levels to meet current demands
    - Competitive compensation
    - Need for a career ladder (compensation for qualifications)

  - Equipment;/Facility needs
    - Dump truck – current dump truck is over 20 years old
    - Chipper Trailer – current chipper is over 20 years old
    - Metal building for Public Works and Parks and Recreation staff and equipment
    - 6" Self-Priming Trash Pump expansion of existing parking area of maintenance facility

  - Emergency management needs
    - City of Destin currently has no hardened facility
    - No alternate means of communication other than cell phones (radios, 800 MHz or equivalent)

DISCUSSION:

Councilmember Schmidt asked whether salary is an issue with the maintenance position remaining vacant for quite a while.

According to Ms. Jankowski, they were able to increase the advertised rate for the position. They also had to increase the salary for each individual already occupying a similar position. She continued that if they hire someone with a higher education and more experience than the salary amount being advertised calls for, they could probably go back and see if they could further increase the salary rate working within the framework of the already approved budget.

Councilmember King asked whether seeking a grant or raising the millage rate the only possible solutions to paying their employees more money or upgrading their equipment and facility since they are such a small town with limited budget.

The City Manager noted that grant is not an option when dealing with personnel payroll issues.

Finance Director Krystal Strickland stated that they need recurring revenue to cover their personnel issues. They want to be able to offer livable family wage. She continued there is a 2-mil cap on the millage rate in the City Charter. This is probably due to the City not having its own first responders and police department and fire departments. She noted that a large percentage of the City's annual budget goes to law enforcement through a contract with the County. She also noted that the City's current millage rate is at 1.6 mil, which is by far the lowest in this area – Crestview is at 6.9 mils, Fort Walton Beach at 5.6 mils, Mary Esther and Valparaiso at 5 mils, and Niceville at 3.7 mils. She recommends that Council reconsiders this matter over the coming terms.

Councilmember Destin stated that having reoccurring revenues should help solve some of these issues. However, due to decisions made by previous Councils, some of these reoccurring revenues are spent on other projects. They formed two community redevelopment areas (CRA) that capped the amount of reoccurring revenues as they diverted a large amount of money away from it to build projects for the CRAs – such as, Harborwalk and Mountain Drive Renovation. These ae projects that have a life span of several years. They are now about to make a decision on other big projects such as undergrounding the utilities. They are going to take the reoccurring revenues, such as the franchise fee increase, and use them to pay off the bond issue for the project; and as to the number of years would depend upon the bond issue.

- **Parks and Recreation – Lisa Firth**
  - Align staffing levels with increasing number of facilities and parks
  - Artificial turf/new sod and lighting for Morgan's Sports Complex
    - Original sod is 20 years old
    - LED conversion
  - New Recreation facility. Gym and fields are at capacity

DISCUSSION:

According to the City Manager, there is a distinct possibility that some or all their athletic fields at the elementary schools may be removed to make room for additional buildings.

Councilmember Destin noted that the plan to extend Destin Elementary School was associated with the half-cent sales tax. When he was a member of the school board, the plan was to expand the school and put in some pre-K facilities on the athletic fields and make it two schools. The plan has not been approved, but it would most likely be approved. Destin Elementary School is the biggest elementary school in the County. It has reached its capacity and need to be expanded. It could probably take 3-5 years to complete the project if they decide to proceed with the plan.

Councilmember Schmidt spoke of the importance of prioritization and finding ways to put money into the Renewal and Replacement funds the City's Finance Department set up.

Councilmember King asked how else they could generate revenue other than through a grant or increasing the millage rate.

According to the City Manager, another funding opportunity available to the City is cost recovery. In certain areas of operation such as parks and recreation, they can generate revenues by charging fees for some, or all, of its programs and services as much as the law allows. They may target total cost recovery or recovering some percentage of the cost for running programs based on a variety of considerations.

Ms. Strickland noted that Parks and Recreation Department charges for services and operating grants and capital grants are expected to bring in about $895,000 this year. This money would go towards the $3.1 million for personnel, contract services and operating expenditures mostly for utilities. She also stated that another funding option is public-private partnership; with the City partnering with local businesses in funding certain projects.

Councilmember Braden stated they may also consider increasing business tax receipts as well as library fees, which have not been increased since the 1990s.

- **Library – Wen Livingston**
  - Staffing
    - High turnover of part-time staff
  - Collection development funding
    - Nonfiction materials are very dated and need to be replaced
    - Spanish language collection is very weak and needs to be developed
    - ebook and e-audio book demand is increasing, and these materials are typcally double or triple the cost of print materials
    - New demand for streaming video services
    - Building limitations
    - The building is close to 20 years old and was not designed for future needs. The large meeting room is too small for some events. Children's story time room is not soundproofed, and the programs disturb people in the library

o. <u>Council and Mayor – Key Initiatives and Projects – General Comments</u>

- Councilmember Ramswell
  - Annexation – work on incorporating different parcels in the neighborhood that are located just outside the City's boundary
    - Provides incentives for annexation; for example:
      - Waive certain fees or taxes
      - Allow feather signage for businesses, similar to County
      - Change zoning in certain areas to be consistent with the County (i.e., some parcels on Airport Road e to the belonging to the City are zoned differently than parcels belonging to the County)

- Public access to waterways
    - ut
    - Improve access to waterways making them feasible and viable for people to utilize and enjoy
- Destin High School
    - Looking at potential partnership with the City (i.e., use of sports field, financial assistance)
- Wayfinding Program
    - Develop/implement something unifying and unique, i.e.,
        - "You are in Destin"
        - "This is the Fishing Village"
    - Previously provided examples of signage from Gulf Port, Mississippi the City could consider implementing along its corridor
- Focus on a PR campaign on reasons for increasing the millage rate – try to get the public to understand
    - Being able to retain employees instead of the City being a training ground
    - Being able to pay for beautiful amenities the citizens want
    - The City has one of the lowest millage rate in the State

➢ Councilmember Braden
- Completion of EnerGov/COMPASS project
- Completion of Capt. Royal Melvin Heritage Park
- Provide more staffing needs/hire more staff/increase wages
- Update golf cart/SLV rules
- Compliance with Short-Term Rental regulations (an ongoing matter)
- Get the directors inputs in determining appropriate wages for their people

➢ Councilmember Destin
- If they want to address personnel and equipment issues it must come from a reoccurring revenue source. Funding needs to be available every year. IT cannot be treated as a capital project
    - Every year they need to determine which projects to set aside so they could use the money for personnel salaries and other needs
- Wage and Class Study is necessary. They need to seek independent / objective advice
    - Should not leave it to supervisors and City Manager to determine who gets a raise and how much, and then have Council approves

➢ Councilmember Overdier
- Need to focus more on beach acquisition/need to purchase more properties
    - Need to develop the properties they purchase
- Focus on annexation
- Wage and Class Study is important, but a brand-new study is not necessary at this time
    - A study was conducted just two years ago. Finance Director and HR Manager can probably collaborate and update the information using cost of leaving increase the past two years
- They have one of the lowest millage rate in the State. The citizens want more but are not willing to pay for it

- Councilmember Hebert
  - Beach acquisition should continue to be a priority
  - Underground utilities should be one of their top priorities
  - Create a convention center/sports center in the Town Center CRA where the Old Tyme Pottery was located
  - Annexation
    - Create incentives to make people want to be part of the City
  - Competitive wages
    - Stop wasting money on wage and class study. Use money to pay staff instead
    - Lock employees into a contract (i.e., 2 years) so they do not leave after receiving training

- Councilmember King
  - Purchase the Old Tyme Pottery location and convert it to a sports facility
  - City marina

- Councilmember Schmidt
  - Comparative wages for City staff
    - Another wage and class study is unnecessary at this time
    - Low wages is the known problem
    - There is an immediate need to hire more people
  - Obtaining more public beach accesses is a must
    - Make sure residents, not just visitors, are provided primary access to public beach
  - Transit trolley to provide transportation to public beach
  - Request TDC funding for all City services
    - Destin has a 14,000-citizen community, but it is supporting a huge population of people (approx. 100,000) that benefits the entire County. The TDC should assist in funding for:
      - OCSO services contract with the City. The OCSO responds to call from visitors, particularly from people on the beach
      - Undergrounding of utiility
      - Morgan Sports Complex sports activities. They bring in visitors from other states with seasonal sports
  - Convention Center/Sports Complex
    - Old Tyme Pottery's previous location is a perfect place for it
    - Look into Public-Private partnership to purchase or lease the property

- Mayor Jarvis
  - Multi-use events center
    - Part of the whole concept of the original CRA master plan established in 1998 and updated in 2014 was bringing people to the City, allowing for movement, and providing for economic opportunity
      - Multi-use events center fits the vision of prior Council
      - Benefits the CRA
      - Can spur redevelopment interest in the CRA
      - Can be the gateway into the CRA

- Generate tremendous amount of economic income from sports tourism
- Can enhance the probability of keeping the City's ad-valorem tax low
- Can function as emergency shelter for people during a storm event

p. Public Comments

Mr. Mike Buckingham, a Destin resident and Chairman of the Harbor CRA Advisory Committee, noted that the committee has felt very strongly about cleaning up the harbor and bringing it back to the way it used to be. They fully support the fishing industry and they want to recommend to the City to do whatever is necessary to obtain a City marina. He also supports a wage increase for City staff and encourages the Council to reach out to other cities for information rather than paying a company to conduct another study.

Mr. Lockwood Wernet, Chairman of the Town Center CRA Advisory Committee, noted that the Town Center CRA is currently operating in the red because of a previous downturn of the economy. Part of their master plan is to create a redevelopment parcel that could really spark redevelopment in the Downtown Destin Shopping Center. He urged the City to take advantage of the opportunity to develop the available property, possibly through a public-private partnership.

Mr. Shane Moody stated that the event center would be quite an attraction, and that the Chamber has always been in favor of it. It is not only for sports, but it could also be used to hold concerts. They will have the opportunity to invite famous artist to perform and generate a lot of money for the City. He also stated that a parking garage in the harbor is the only piece of public infrastructure that pays for itself and can lead to better development.

Ms. Sandy Trammell stated that public transportation is a major issue. They desperately need it now to be able to expand it if necessary, to support the other goals they set. She also noted that the reason the convention center on Okaloosa Island failed was they discontinued all the local festivals. They made the criteria and the rent so high that no one could afford it. She also stated that if they have an events center, they could open it up to local festivals in between sports activities. She also recommends charging volunteer committees to come up with some recommendations on how to generate funding for the City.

Ms. Marcie Bell reported having single-family residential homes in the City that are claiming homestead exemptions even though the owners do not live in Destin. Four of these properties are located on Holiday Isle. She stated that she has already addressed this issue with the County, but nothing has been done. In the meantime, the City of Destin is losing tax dollars. She urged the Council to take some action.

Ms. Kimberly Perry, a Destin resident and business owner, stated that the roadway would first have to be addressed as the City plans to build all the large facilities such as an events center. They need to solve the parking problem that currently exist. They need parking garages throughout the City, especially in the harbor area.

q. Prioritization of Initiative and Projects

Mr. Eddy noted that all the objectives that the Mayor and Council have identified have been listed on the board. Each elected official has been provided 7 "dots" (one dot equals one vote). He asked the Council to select their priority objectives for implementation by placing one or more dots for each objective they wish to support.

The results of the voting are as follows:

NOTE: * Included in FY 2020 Council Objectives
**** Initiative/Project in Progress

RANKING	INITIATIVE/PROJECT	VOTES
1	** EnerGov / COMPASS (complete the project)	7
2	Staffing Needs (i.e., wages, hire more staff, etc.)	6
3	City Marina	5
3	* Convention Center/Multi Use/City Center (research viability)	5
5	Public Beach Initiative	4
6	Annexation	3
6	** Crosstown Connector (complete the project, two-lane roadway)	3
6	Livery Vessel Regulation/Permitting	3
6	Parking Lot Drop Off Space (fish cleaning, bathrooms, inshore guides)	3
6	Transit Trolley (i.e., access to public beach, along US Hwy 98)	3
11	Building Permits (routine/quicker close out, do not add unless code provides for)	2
11	* Improve Parking (i.e., explore options, garage/surface parking)	2
11	* Underground Utilities	2
14	Beach Renourishment	1
14	High School (assist private efforts)	1
14	Holiday Decorations (pre-plan/install electrical	1
14	* Implement a roadway striping program	1
14	Improve West End of US Hwy 98 (i.e., Harbor CRA)	1
14	* Request TDC Funds for all Services	1
14	Revenue Sources (explore/expand)	1
14	Wayfinding Program (develop/implement)	1

Other Initiatives and Projects (received no votes)

- Beach Cleanup (per contract/take over service)
- * Board & Committees Training for Members
- Bring New Ideas (City Manager/Staff to Council)
- ** Calhoun Avenue Multi-Use Trail Phase II (under Marler Bridge) Design/Construct

- ****** Capt. Royal Melvin Heritage Park & Plaza (complete the project)
- Continuity of Streetlights (convert to LED)
- Contracts (improve writing/follow up)
- Core Services (make effective/efficient)
- Destin Government Operations (brief new council members, FLC orientation for new council members)
- ***** Enforce Residential Boat & RV Parking Regulations
- ***** Golf Cart/LSV Rules & Update
- Implement enhanced signage control
- Improve City/County Relationship
- Improve Communications with Council/Public/Staff/CM-Council
- ***** Improve Sidewalks (wider/more walkable)
- ***** Improvement of City's Gateways
- Public Access to Waterways
- Redevelopment (partnerships, attention to run down areas)
- Reestablish Environmental Committee
- Renewal and Replacement Program (funds reoccurring)
- ***** Short Term Rental Compliance with Regulations
- US Hwy 98 – Improve Sections Not Updated (add trees/signage)
- US Hwy 98 Improvements (landscaping/utility to reduce interruption)
- Welcome Sign (move to east side, provide photo opportunity)

3. Closing Comments

   Having no further business at this time, the meeting was adjourned at 4:15 PM.

_____

Gary Jarvis, Mayor

ATTEST:

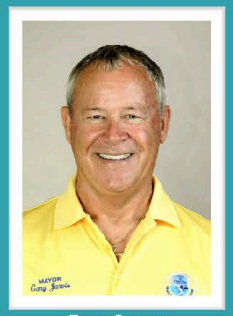
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Rey Bailey, City Clerk

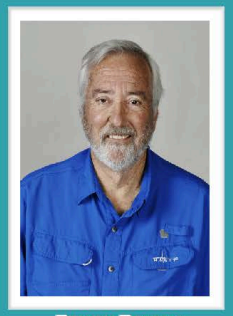
State of the City 2021

Photo submission: Jessica Lerner

Destin City Council



Gary Jarvis
Mayor



Dewey Destin
Mayor Pro Tem/Councilmember



Rodney Braden
Councilmember



Terésa Hebert
Councilmember



Johnny King
Councilmember



Kevin Schmidt
Councilmember



Skip Overdier
Councilmember



Prebble Ramswell
Councilmember

City of Destin, Florida

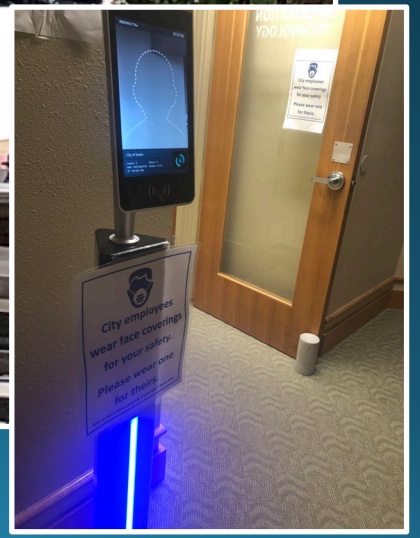
Destin orders closure of all city beaches











City of Destin Strategic Plan

VISION 2035

DESTIN IS A FAMILY- ORIENTED BEACH AND FISHING COMMUNITY WHERE PEOPLE WANT TO LIVE, WORK & PLAY AND WHERE GUESTS ARE WELCOMED TO RESPECTFULLY ENJOY OUR COMMUNITY AND ITS RESOURCES.

PRIORITIZED KEY CUSTOMER GROUPS

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

STRATEGIC FOCUS 2025

- Public beach acquisition initiative
- Transparent and equitable governance
- Financially sound city providing service value
- World class beach, fishing, and harbor
- Improved mobility and connectivity
- High quality of life and safety for residents
- Quality development and revitalization through clear vision and unified approach

COUNCIL OBJECTIVES FY20

LISTED IN PRIORITY ORDER

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

MANAGEMENT OBJECTIVES FY20

TOP PRIORITY

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

MANAGEMENT IN PROGRESS 2020-2021

- ◊ Align Comprehensive Plan, Future Land Use Map (FLUM), and Land Development Code (LDC) (CD)
- ◊ Harbor Capacity Study (USACE) (CD)
- ◊ Implement proactive Code Compliance program (CC)
- ◊ Memorialize institutional knowledge (ALL DEPTS)
- ◊ Produce city facilities and city infrastructure plans (PS)
- ◊ Monitor Restore Act grants (CM)
- ◊ Impact Fee Study (CD)

MAJOR PROJECTS FY20-23

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

MISSION - ADOPTED FY18

WE ARE AN ORGANIZATION THAT STRIVES TO PROVIDE A HEALTHY, SAFE, QUALITY OF LIFE, BALANCING THE NEEDS OF OUR RESIDENTS WITH THE EXPECTATIONS OF OUR VISITORS, AND PROVIDING OPEN, CLEAR, ACCURATE COMMUNICATION.

CORE VALUES - ADOPTED FY18

- TRANSPARENCY
- TEAMWORK
- INTEGRITY
- PROFESSIONALISM
- STEWARDSHIP
- RESPECT

The 2020 Strategic Plan was formally adopted by City Council on January 6, 2020.

Public Beach Initiative

Over $22 Million committed to this initiative, $13.5 million funding from external sources (TDD).

3 parcels under contract by TPL in Crystal Beach.

Demolition bids received.

TPL is pursuing other opportunities.

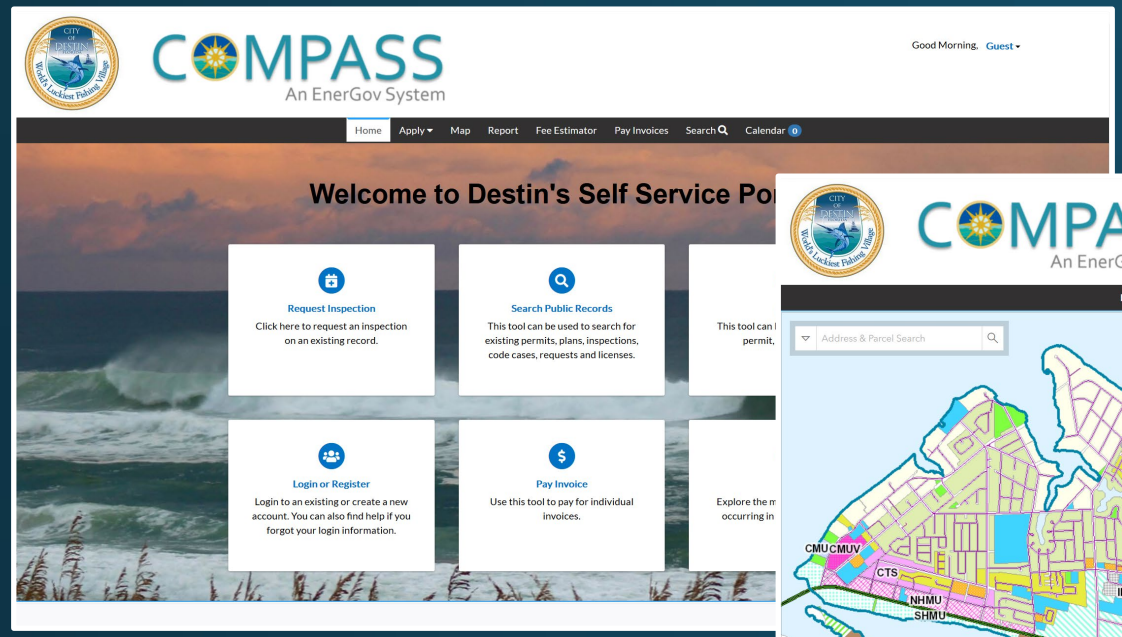


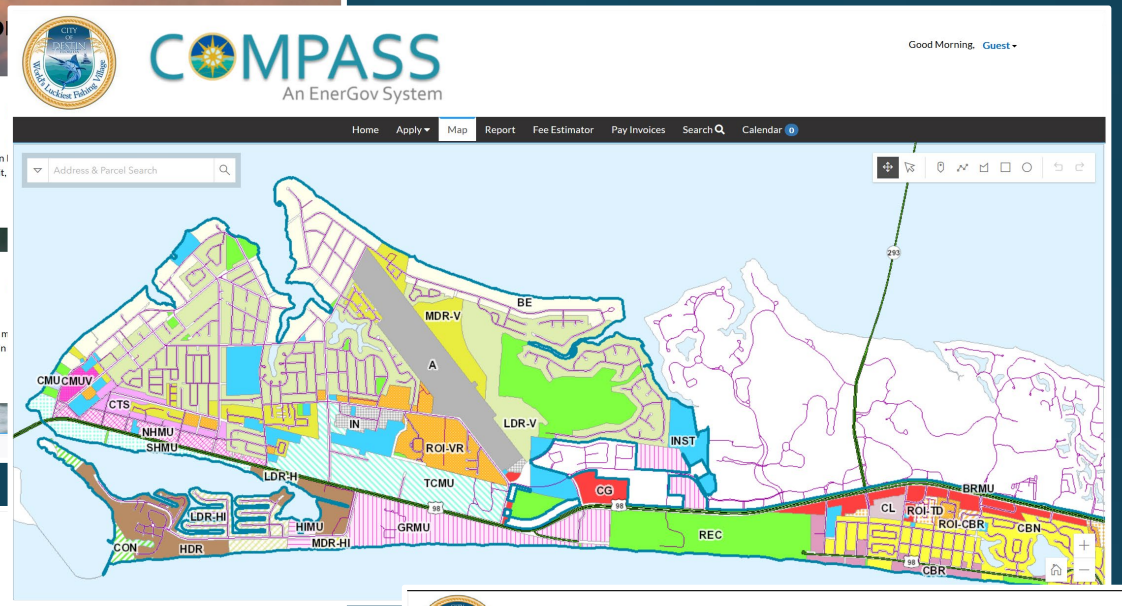
CITY OF DESTIN FLORIDA
World's Luckiest Fishing Village

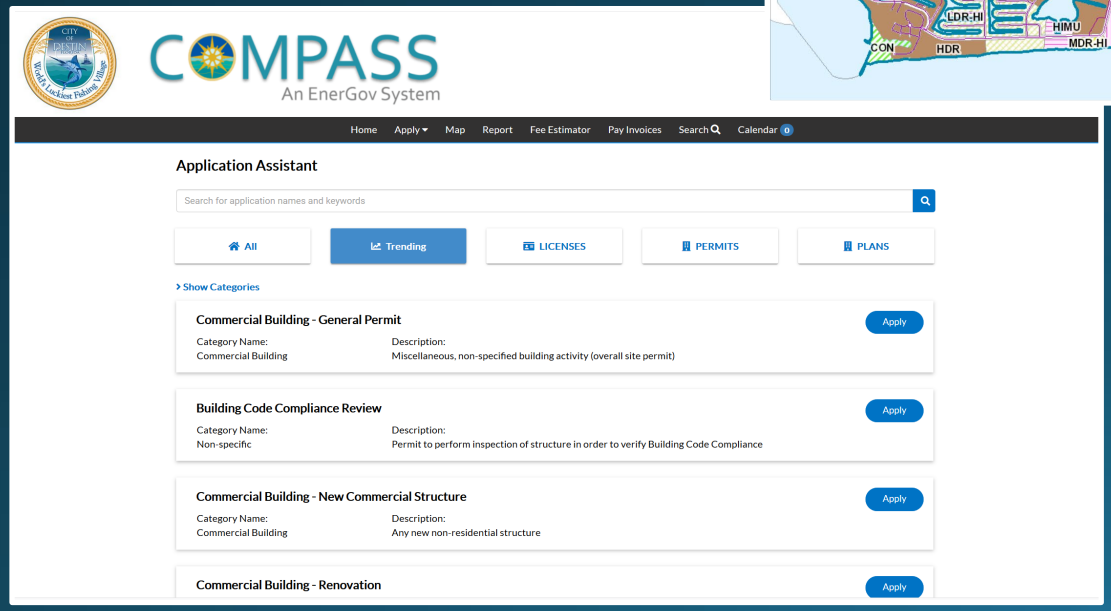
DESTIN FORT WALTON BEACH

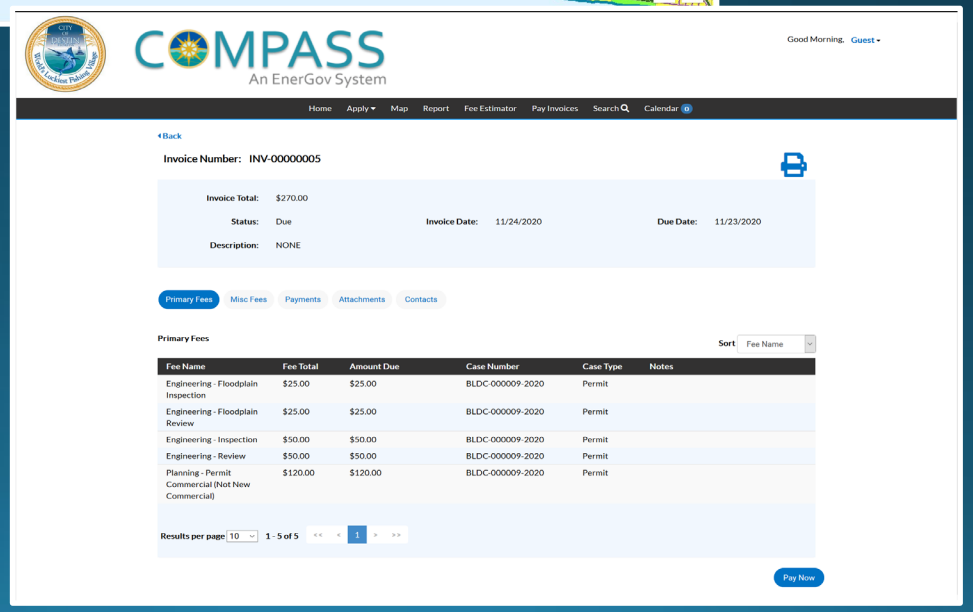
OKALOOSA COUNTY

THE TRUST FOR PUBLIC LAND





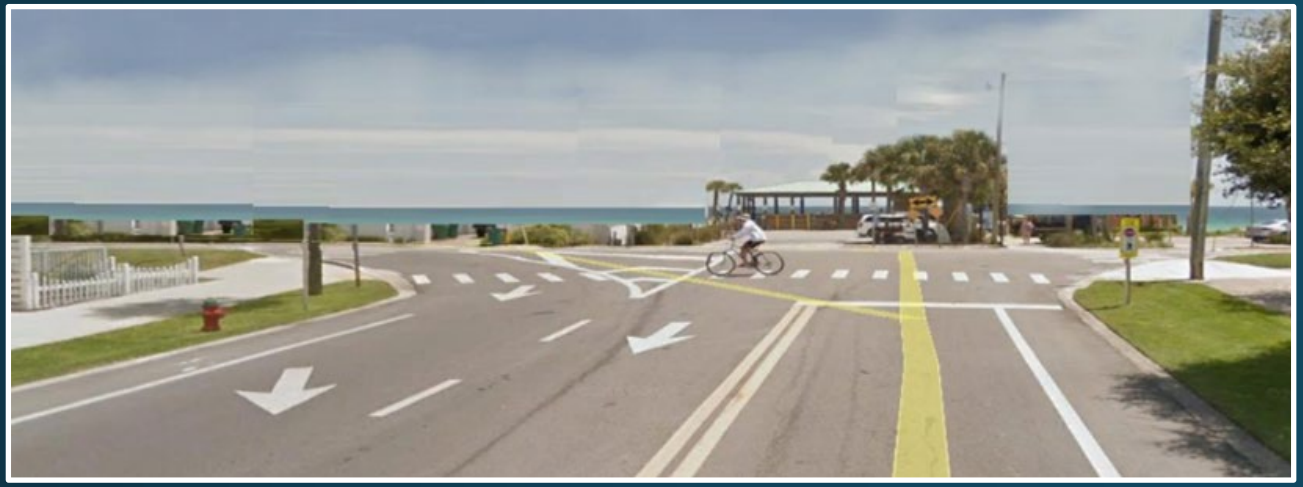


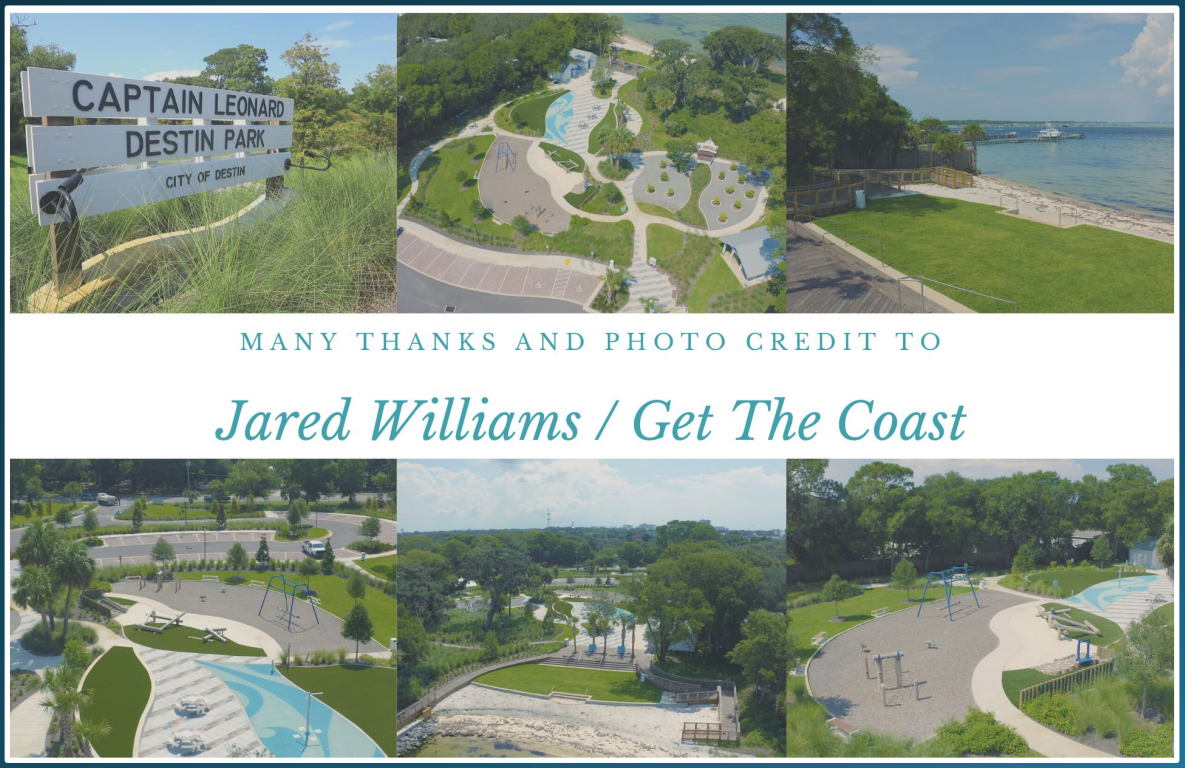


COMPASS
An EnerGov System

tyler technologies

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MANY THANKS AND PHOTO CREDIT TO

Jared Williams / Get The Coast





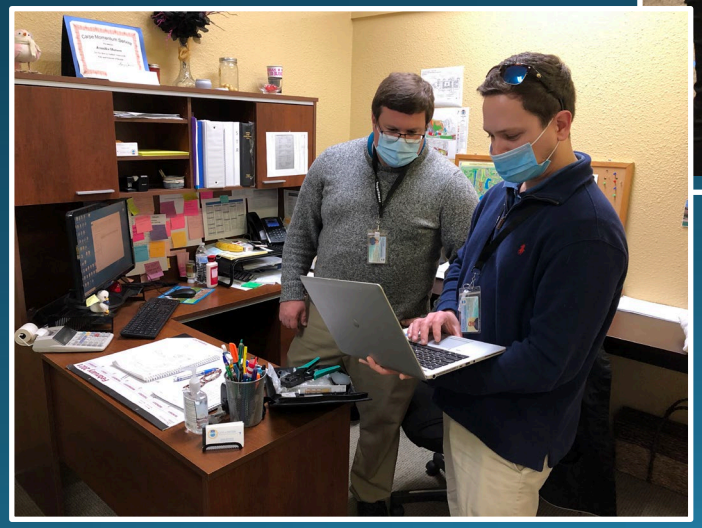












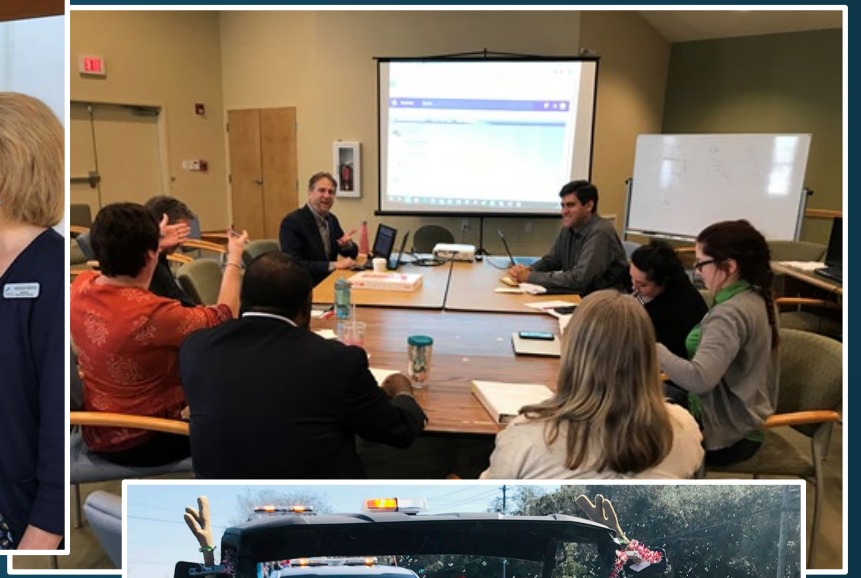


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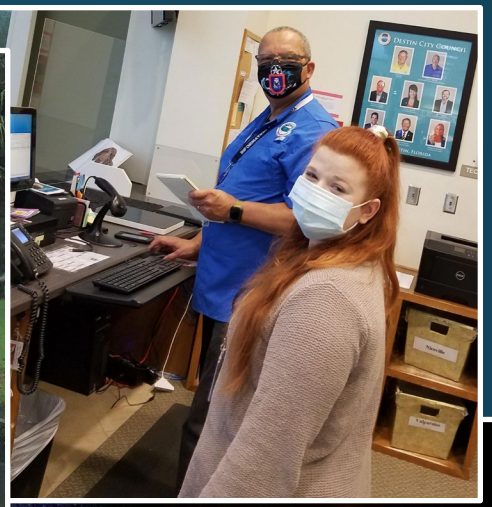




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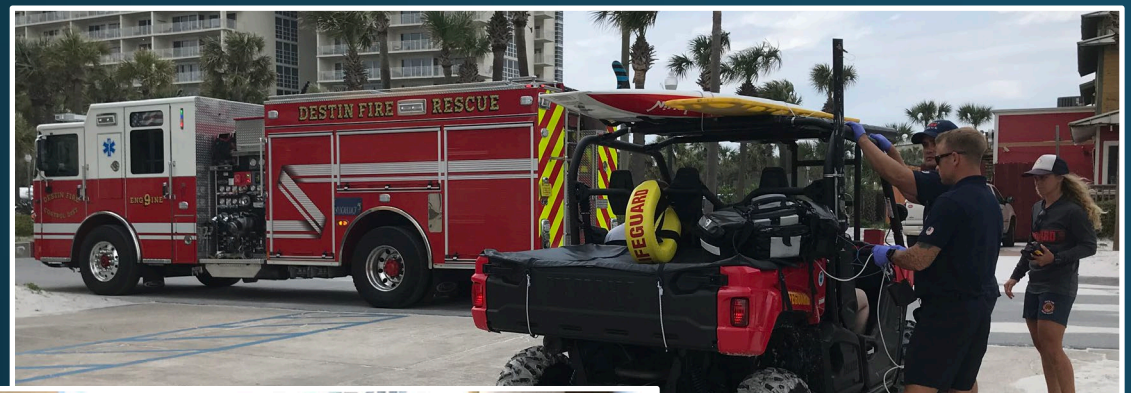






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DESTIN FIRE CONTROL DISTRICT
DESTIN FIRE RESCUE
FLORIDA
EST. 1961

SHERIFF'S OFFICE
OKALOOSA COUNTY
IN GOD WE TRUST


Team Destin
Photo submission: Catherine Card
CITY OF DESTIN FLORIDA
World's Luckiest Fishing Village

ITEM # 2020-2965

CITY OF DESTIN

AGENDA ITEM

COUNCIL MEETING DATE: February 16, 2021
TYPE OF AGENDA ITEM: City Manager Report

TO: City Council

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

FROM: Krystal Strickland, Finance Director

DATE: February 10, 2021

SUBJECT: Capital Project Status

I. BACKGROUND: Informational Item Only

II. DISCUSSION: Please find attached a summary of the current capital improvement projects, showing status and Year-to-Date expenditures and encumbrances.

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

III. CONCLUSION:

IV. RECOMMENDED MOTION: Not applicable. Informational only.

Attachments:

1. January 2021 Capital Projects

CITY OF DESTIN CAPITAL IMPROVEMENT PLAN - Monthly Status Report

Council Objective #	October 1, 2020 - January 31, 2021		FY2021 Budget*	YTD Actuals	YTD Encumbrances	FY2021 Available Budget	Status	Notes
	Renewal & Replacement - Facilities							
	RR051	General Government	$ 67,838	$ 17,970	$ 19,746	$ 30,122	Started	Under $15k renewals started
	RR052	Public Safety	392,500	780	100,197	291,523	Started	Annex remodeling underway. Annex Parking Lot Resurfacing Task Order has been forwarded to the vendor.
	RR053	Physical Environment (Stormwater, Cemetery)	300,000	-	-	300,000		
	RR057	Parks and Recreation	1,003,800	12,870	4,593	986,337	Started	Multiple under $15k renewal/replacements started
	RRVEH	Vehicles	272,500	-	189,776	82,724	Started	7 vehicles have been approved by Council. POs have been forwarded to the vendor.
	Renewal & Replacement - Infrastructure		-	-	-	-		
15,17,19	RR054	Roads, Sidewalks, Street Lighting (Mostly Gas Tax #1)	523,513	95,465	1,352	426,696	On Time	Roads for resurfacing and roads for re-striping to Council for approval on March 1.
	PW612	FY2020 Road Milling & Striping Program	299,012	258,226	40,874	(88)	Complete	
	Growth Necessitated & Comp Plan		-	-	-	-		
	LB002	Library Impact Fee Projects	47,000	-	-	47,000	Started	POs in process for lighting and HVAC improvements.
	NORG1	Norreigo Point Road	250,000	-	-	250,000		Project Number changed from PW612 to NORG1 to avoid overlap with incomplete prior year project
	RC004	Park Impact Fee Projects	35,000	-	-	35,000		
	SW53	Stormwater Master Plan	6,148	-	6,148	-	90% Complete	Jenkins is revising as per staff recommendations.
	SW54	Stormwater Improvements (FDEP funded)	50,000	-	-	50,000		
8	TR618	Zerbe-Calhoun Pedestrian Pathway	828,420	-	638,677	189,743	Started	Preconstruction meeting 02/11/2021, construction to start 02/15/2021.
9	TR619	Sibert-Zerbe Parking Lot Consolidation	-	-	-	-		
	TR620	ADA Transition - Pedestrian Facilities	100,000	-	-	100,000		
		Zerbe/Calhoun and Sibert/Forrest safety	-	-	-	-		***stop signs and speed bumps; bud adj $6k***
		Vintage Sidewalk	-	-	-	-		***$290k restricted***
	Citizen/Council Directed Projects		-	-	-	-		
1	CM001	Beach Acquisition	10,600,000	6,727,731	-	3,872,269	66% Complete	Purchase 2 of 3 completed 11/16/2020. Next purchase in first half of 2021. Task Order #1 has been prepared (demolition of two structures plus asbestos testing for one structure).
7	EN615	Cross-Town Connector	1,475,000	15,079	371,964	1,087,957	In Progress	Re-design down to 2-lane in progress
2	UNDER	Undergrounding	250,000	-	-	250,000	In Progress	Project Engineer contract negotiations in progress. Negotiating franchise rates.
		Harbor Lane Easement Improvements	-	-	-	-		***$25k discussed at mid-2020 meetings***
	Other Capital Projects		-	-	-	-		
	CRH63	Captain Royal Melvin Hertiage Park and Plaza (RESTORE)	1,335,690	66,784	1,268,894	12	Started	NTP issued 01/04/2021
	CRH64	Harbor CRA Wayfinding Plan Signage	30,000	-	-	30,000		
	CRH65	Harbor and Bay Capacity Improvements	425,000	-	-	425,000		Harbor District Capacity study to begin Spring 2021
	CRT17	Town Center CRA Easement Trail/Park Main to Mattie Kelly	10,000	-	-	10,000		

CITY OF DESTIN CAPITAL IMPROVEMENT PLAN - Monthly Status Report

Council Objective #		October 1, 2020 - January 31, 2021	FY2021 Budget*	YTD Actuals	YTD Encumbrances	FY2021 Available Budget	Status	Notes
01/21/20 Council Mtg Priority	EN617	Stahlman Ave Intersection Pedestrian Safety	22,044	22,875	819	(1,650)		
11/2/20 Council Mtg TOP PRIORITY	*EN626*	*Main St/Kelly St Crosswalk Safety*	*19,080*	15,292	-	*3,788*	*In Progress*	*Report and recommendation on Dec 21*
	FM637	Clement Taylor Park Seawall (FEMA)	-	-	-	-	Complete	Working with FEMA to change classification for final reimbursement
	IT001	COMPASS/Energov	125,881	64,093	14,003	47,785	Delayed	Revised "go-live" set for March/April 2021
	IT002	CD Tech Fund Hardware/Software Replacements	-	-	-	-		Hardware will be purchased on an as needed basis
	IT003	Other Hardware/Software Replacements	-	-	-	-		
	LB001	Library Tablet Station, RFID and Mobil Ap	76,200	11,424	49,753	15,022	2% Complete	Tablets ordered. RFID tagging training scheduled. Tagging to begin early Feb 2021.
	RC124	Morgan's Children's Park Playground Structure	-	-	-	-		
	RC125	Buck Destin Restrooms	95,000	-	-	95,000		
	RC127	Pickleball Court	1,500	-	-	1,500		Researching public-private partnership options; Reclassed funding to upgrade Dalton Threadgill Batting Cages (expand foundation; add lighting)
	RC216	Clement Taylor Park Renovations	729,918	-	5,456	724,462		Waiting on sub-recipient agreement
	RC617	Batting Cages for Dalton Threadgill Park	59,564	42,723	2,589	14,252	85% Complete	Foundation and cage installed. Surrounding pad expanded and lighting requisitioned (transfer in from RC127 Pickleball).
	SALLY	*Hurricane Sally Damage Repairs*	*-*	24,893	9,835	*(34,728)*	*In Progress*	
	SW51L	NFWF Stormwater Projects	370,024	72,608	297,416	-	50% Complete	Construction of projects started in Dec. Cross St project is complete. Calhoun Ave project underway.
		Total Funded Projects	**$ 19,800,631**	**$ 7,448,811**	**$ 3,022,092**	**$ 9,329,728**		

*FY2021 Budget is Adopted Budget Plus Prior Year Encumbrances rolled forward

COUNCIL OBJECTIVES		5-Year Capital Budget Amount	FY2021 Capital Budget	Status
1	Public beach Initiative	$ 22,000,000	$ 10,600,000	FY21 2/3 completed
2	Underground utilities	1,280,000	-	project mgmt in contract negotiations
3	Short term rentals compliance with regulations	-	-	not Capital - complete
4	Recruit project and grants manager	-	-	not Capital - complete
5	Request TDC funds for additional OCSO services	-	-	not Capital - complete
6	Research viability of muti-use convention/sports/community center	-	-	In progress
7	Complete two-lane Crosstown Connector	1,475,000	1,475,000	in progress
8	Calhoun Ave Multi-Use Trail Phase II Design and Construction	852,000	828,420	contract in negotiations
9	Improve parking	75,000	-	scheduled to start FY2022
10	Beach re-nourishment	-	-	In Progress - County is lead and partner
11	Improve communications	-	-	Not Capital - in progress
12	Implement enhanced signage control	-	-	Community Dev Researching
13	Develop/implement wayfinding program	50,000	30,000	Community Dev and TDC Researching
14	Update golf cart/low speed vehicle rules	-	-	Not Capital - in progress
16	Improve city gateways	-	-	Community Dev and TDC Researching
15, 17, 19	Streetlights, sidewalks, road striping	2,851,802	822,525	in progress
18	Provide board and committee training	-	-	not Capital - continuous improvement
20	Reestablish environmental committee	-	-	Not Capital - in progress
21	Enforce residential boat and RV parking regulations	-	-	Not Capital - Complete
22	Regulate building height limits to 5 stories	-	-	Not Capital - Complete
	TOTAL	$ 28,583,802	$ 13,755,945	
	TOTALCAPITAL BUDGET	$ 36,690,143	$ 19,800,631	
	% FOR COUNCIL OBJECTIVES	78%	69%	

CITY OF DESTIN ADOPTED 5-YEAR CAPITAL IMPROVEMENT PLAN

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

ITEM # 2020-2964

CITY OF DESTIN

AGENDA ITEM

COUNCIL MEETING DATE: February 16, 2021
TYPE OF AGENDA ITEM: City Manager Report

TO: City Council

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

FROM: Krystal Strickland, Finance Director

DATE: February 10, 2021

SUBJECT: Operations Financial Report

I. BACKGROUND: This item is informational only.

II. DISCUSSION: Year-to-date budget versus actuals for the General Fund and the two CRAs shall be provided to Council within forty-five days of the month end. Governmental funds are accounted for on a modified accrual basis.

Details for all funds are on file with the Finance Department, and are available upon request.

A. Link to Strategic Goals / Objectives: Goal #1: Financially sound city providing service excellence

B. Effect on Budget (EOB):

C. Level of Service (LOS):

III. CONCLUSION:

IV. RECOMMENDED MOTION:

Attachments:

1. 2020 1231 YTD Budget Vs Actuals

CITY OF DESTIN - MONTHLY FINANCIAL REPORT
10/01/2020 - 12/31/2020

01 GENERAL FUND	FY2021 BUDGET*	FY2021 YTD ACTUAL	FY2021 PROJECTION
01-31 Ad Valorem Taxes	8,099,316	6,905,850	8,099,316
01-31 Delinquent Ad Valorem Taxes	5,000	465	5,000
01-31 Sales and Use Taxes	2,632,344	850,984	2,632,344
01-32 Licenses and Permits	3,277,311	826,602	3,277,311
01-33 Intergovernmental	11,080,651	1,288,057	11,712,544
01-34 Charges for Services	499,843	92,061	499,843
01-35 Fines and Forfeitures	27,520	14,578	27,520
01-36 Miscellaneous Revenue	22,001	6,960	22,001
01-32 Impact Fees	44,000	-	44,000
TOTAL REVENUES	**25,687,986**	**9,985,556**	**26,319,879**
01-51 General Government	4,624,134	996,584	4,639,644
01-52 Public Safety	3,584,206	783,569	3,967,551
01-53 Physical Environment	55,369	3,741	56,623
01-54 Transportation	2,212,291	331,201	2,309,383
01-55 Economic Environment	25,000	3,302	25,000
01-56 Human Services	115,000	15,325	114,169
01-57 Culture and Recreation	3,182,245	541,833	3,180,619
01-59 Capital Outlay	37,400	10,992	37,400
01-59 Debt Service	544,913	463,250	544,913
TOTAL EXPENDITURES	**14,380,559**	**3,149,796**	**14,875,302**
Excess (deficiency) of revenues over expenditures	**11,307,427**	**6,835,760**	**11,444,576**
01-38 Transfers In	-	-	-
01-58 Transfers Out	(15,818,114)	(1,954,072)	(15,818,114)
Total other financing sources (uses)	**(15,818,114)**	**(1,954,072)**	**(15,818,114)**
Net change in fund balances	(4,510,687)	4,881,687	(4,373,538)
Fund Balance (deficit), Beginning	25,505,734	25,505,734	25,505,734
Fund Balance (deficit), Ending	20,995,047	30,387,422	21,132,197

***** *FY2020 BUDGET is the Adopted Budget plus prior year encumbrances rolled forward*

CITY OF DESTIN - MONTHLY FINANCIAL REPORT
10/01/2020 - 12/31/2020

102 TOWN CENTER CRA	FY2021 BUDGET*	FY2021 YTD ACTUAL	FY2021 PROJECTION
102-31 Ad Valorem Taxes	290,297	290,297	290,297
102-31 Tax Increment Financing	688,589	681,523	688,589
102-36 Miscellaneous Revenue	-	164	-
TOTAL REVENUES	**978,886**	**971,984**	**978,886**
102-55 Economic Environment	134,425	16,455	134,425
102-59 Capital Outlay	10,000	-	10,000
TOTAL EXPENDITURES	**144,425**	**16,455**	**144,425**
Excess (deficiency) of revenues over expenditures	**834,461**	**955,529**	**834,461**
102-38 Transfers In	-	-	-
102-58 Transfers Out	(731,281)	(182,803)	(731,281)
Total other financing sources (uses)	**(731,281)**	**(182,803)**	**(731,281)**
Net change in fund balances	103,180	772,726	103,180
Fund Balance (deficit), Beginning	(2,390,520)	(2,390,520)	(2,390,520)
Fund Balance (deficit), Ending	(2,287,340)	(1,617,794)	(2,287,340)

***** *FY2020 BUDGET is the Adopted Budget plus prior year encumbrances rolled forward*

110 HARBOR CRA	FY2021 BUDGET*	FY2021 YTD ACTUAL	FY2021 PROJECTION
110-31 Ad Valorem Taxes	331,449	331,449	331,449
110-31 Tax Increment Financing	331,449	328,932	331,449
110-36 Miscellaneous Revenue	-	86	-
TOTAL REVENUES	**662,898**	**660,468**	**662,898**
110-55 Economic Environment	71,675	6,727	71,675
110-59 Capital Outlay	30,000	-	30,000
TOTAL EXPENDITURES	**101,675**	**6,727**	**101,675**
Excess (deficiency) of revenues over expenditures	**561,223**	**653,741**	**561,223**
110-38 Transfers In	-	-	-
110-58 Transfers Out	(554,590)	(139,523)	(554,590)
Total other financing sources (uses)	**(554,590)**	**(139,523)**	**(554,590)**
Net change in fund balances	6,633	514,218	6,633
Fund Balance (deficit), Beginning	167,124	167,124	167,124
Fund Balance (deficit), Ending	173,757	681,342	173,757

***** *FY2020 BUDGET is the Adopted Budget plus prior year encumbrances rolled forward*

CITY OF DESTIN - MONTHLY FINANCIAL REPORT
10/01/2020 - 12/31/2020

FUND BALANCE - ALL FUNDS	FY2021 BUDGET*	FY2021 YTD ACTUAL	FY2021 PROJECTION
Beginning Fund Balance	**29,821,538**	**29,821,538**	**29,821,538**
Nonspendable	2,287,340	1,617,794	2,287,340
Restricted	2,051,427	5,380,145	2,028,612
Committed	10,990,279	10,990,279	10,990,279
Assigned	3,700,000	4,429,068	4,429,068
Unassigned	*2,002,102*	*8,383,241*	*1,311,927*
Ending Fund Balance	**21,031,149**	**30,800,528**	**21,047,226**

Nonspendable = Long-term advance to TownCenter CRA
Restricted = Bond covenants (balances of debt service funds), grant agreements, state and local regulations (impact fees).
Committed = Council resolutions, motions, includes fund balance resolution for 1 yr debt ($1.8m) + 3 mos emergency opsx2
Assigned = Contracts, purchase orders and funds in special revenue funds

ITEM # 2021-3006

CITY OF DESTIN

AGENDA ITEM

COUNCIL MEETING DATE: February 16, 2021
TYPE OF AGENDA ITEM: Action Item

TO: City Council

THRU: Michael Burgess, Public Services Director
Lance Johnson, City Manager
Louis Zunguze, Community Development Director

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

DATE: January 26, 2021

SUBJECT: Submerged Land Lease Application for Norriego Point

I. BACKGROUND: Throughout the course of several previous meetings, Council has directed the attorneys and staff to present to it a submerged land lease application to consider submitting to the Florida Department of Environmental Protection (the "Application"). Submission of a submerged land lease application to FDEP requires the completion of many tasks, including obtaining a survey of the submerged land and adjacent upland. Staff obtained this required survey in November 2020 through Baskerville Donovan (the "Survey"). The Survey and associated survey checklist are attached to this report. Baskerville Donovan appeared at the Council's second December meeting to answer questions surrounding the Survey. At this meeting, the Council unanimously accepted the Survey.

II. DISCUSSION: In Florida, title to all submerged lands is held by the Board of Trustees of the Internal Improvement Trust Fund. Therefore, any application for any use or control of submerged land must proceed through the appropriate state processes. FDEP's Bureau of Public Land Administration is the appropriate office to submit such requests to. Generally, FDEP requires the applicant to include a narrative describing the intended use of the property, and a survey detailing the submerged and adjacent uplands must also accompany all submissions.

As can be viewed in more detail in the Survey, this proposed application extends around the entirety of the City's Norriego Point Park and also includes an area of

submerged land adjacent to dry sand that has accreted or avulsed to an area on the Harbor side of 1 Gulf Shore Drive. The surveyed submerged land extends approximately 30 feet from these uplands.

Generally, demonstration of a sufficient upland interest is a necessary condition to obtaining a lease to any submerged land. The history of the dry sand adjacent to 1 Gulf Shore Drive is not completely settled. At this time, the City has no recognized interest in this accreted or avulsed dry sand. Moreover, a development application relating to this submerged land is currently pending before the City. For these reasons, the attorneys recommend that the application remove this area from consideration. At a minimum, inclusion of the submerged land adjacent to the accreted or avulsed dry sand in any formal application is a potentially significant legal risk.

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

III. CONCLUSION: At this time the attorneys and staff have significant concerns relating to the application's inclusion of submerged land adjacent to the dry sand that has accreted or avulsed adjacent to the 1 Gulf Shore Drive.

Council should determine (1) whether the application for a sovereign submerged land is desirable and (2) If the Application proceeds in any form, the attorneys recommend that the referenced accreted or avulsed sand area not be included.

IV. RECOMMENDED MOTION:

Attachments:

1. ATT1: Norriego Point SLL 11-12-20
2. ATT2: SLL Checklist-Norriego Point 111620

BASKERVILLE-DONOVAN, INC.
Engineering the South
SINCE 1927

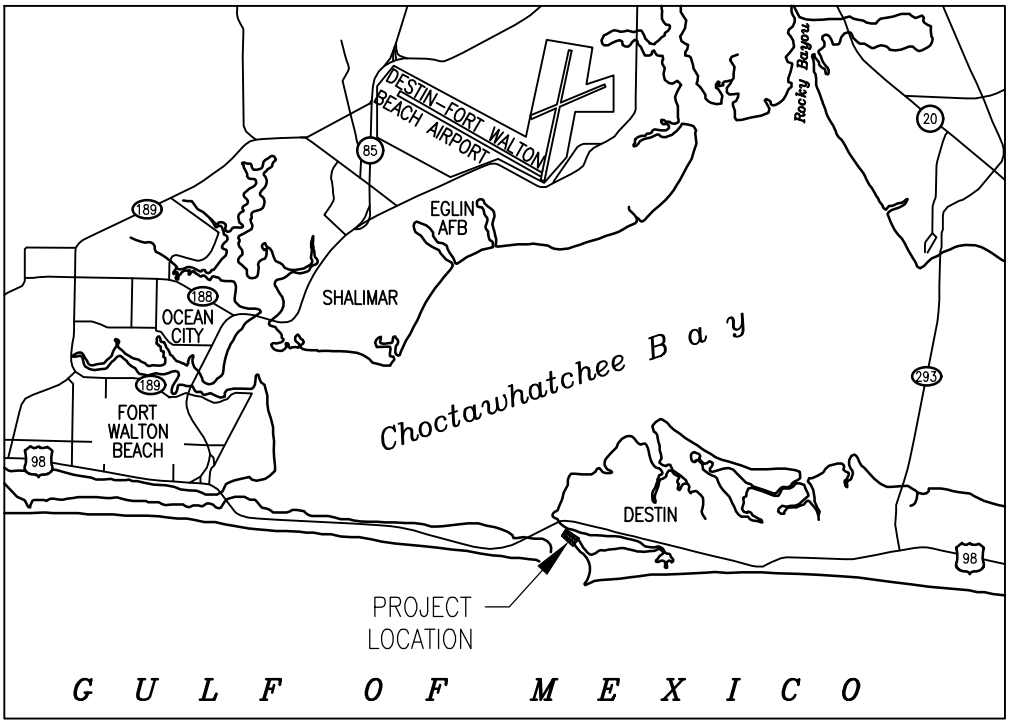
449 WEST MAIN STREET
PENSACOLA, FLORIDA 32502 (850) 438-9661
ENGINEERING BUSINESS: EB-0000340

SPECIFIC PURPOSE SURVEY

PREPARED FOR: THE CITY OF DESTIN
CERTIFIED TO: THE BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA

PROJECT:	48202.01
FIELD SURVEY DATE:	8/7/20
SECTION:	N/A
TOWNSHIP:	2 SOUTH
RANGE:	22 WEST
COUNTY:	OKALOOSA

VICINITY MAP
NOT TO SCALE



SURVEYOR'S NOTES:

1. NORTH AND THE SURVEY DATUM SHOWN HEREON ARE BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, NORTH ZONE, NORTH AMERICAN DATUM OF 1983 (NAD83) AND EXISTING FIELD MONUMENTATION.

2. NO TITLE SEARCH, TITLE OPINION, OR ABSTRACT WAS PERFORMED BY NOR PROVIDED TO THIS FIRM FOR THE SUBJECT PROPERTY. THERE MAY BE DEEDS OF RECORD, UNRECORDED DEEDS, EASEMENTS, RIGHTS-OF-WAY, BUILDING SETBACKS, RESTRICTIVE COVENANTS OR OTHER INSTRUMENTS WHICH COULD AFFECT THE BOUNDARIES OR USE OF THE SUBJECT PROPERTY.

3. THIS IS A SPECIFIC PURPOSE SURVEY, PREPARED FOR THE PURPOSE OF DESCRIBING A SUBMERGED LAND EASEMENT.

4. THIS IS A FIELD SURVEY SHOWN HEREON, PERFORMED JULY-AUGUST, 2020 AND RECORDED IN FIELD BOOK 20-02, PAGES 62-65, AND FIELD BOOK 20-04 PAGE 10.

5. THE MEAN HIGH WATER LINE SHOWN HEREON, IS BASED ON THE PUBLISHED ELEVATION OF 0.72 FEET (NAVD88), WAS FIELD LOCATED ON 7-16-20, AND 8-7-20. INFORMATION OBTAINED FROM THE NOAA.GOV WEB SITE.

REVISIONS			
NO.	BY	DESCRIPTION	DATE

The survey shown hereon was prepared in compliance with the Minimum Standards of Practice set forth by the Florida Board of Professional Land Surveyors and Mappers in Chapter 5J-17 of the Florida Administrative Code, pursuant to Section 472.027 Florida Statutes to the best of my knowledge and belief.
FOR: BASKERVILLE DONOVAN, INC, CORPORATE NUMBER 0340

Robert S. Mills
ROBERT S. MILLS
PROFESSIONAL SURVEYOR AND MAPPER
LICENSE NO. 5509

11/11/20
DATE

ROBERT SCOTT MILLS
NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER
STATE OF FLORIDA
PROFESSIONAL SURVEYOR & MAPPER

CHECKED BY:	RSM
SCALE:	AS STATED
F.B.	20-02 PAGE 62-65
DRAWN BY:	AKP
SHEET:	1 OF 13

BASKERVILLE-DONOVAN, INC.
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SINCE 1927

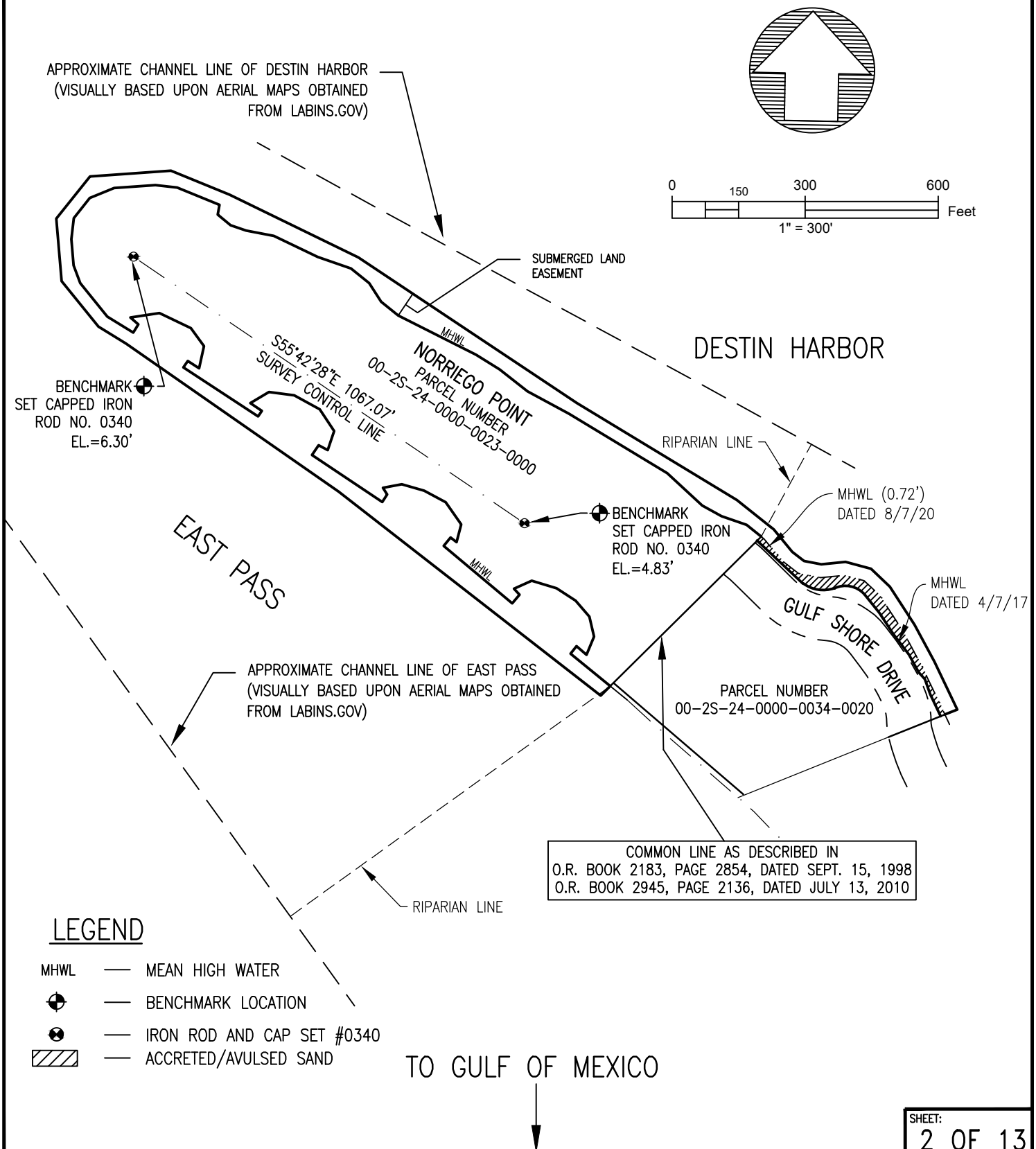
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OVERALL MAP



LEGEND

- MHWL — MEAN HIGH WATER
- ⊕ — BENCHMARK LOCATION
- ⊗ — IRON ROD AND CAP SET #0340
- ▨ — ACCRETED/AVULSED SAND

TO GULF OF MEXICO

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SINCE 1927

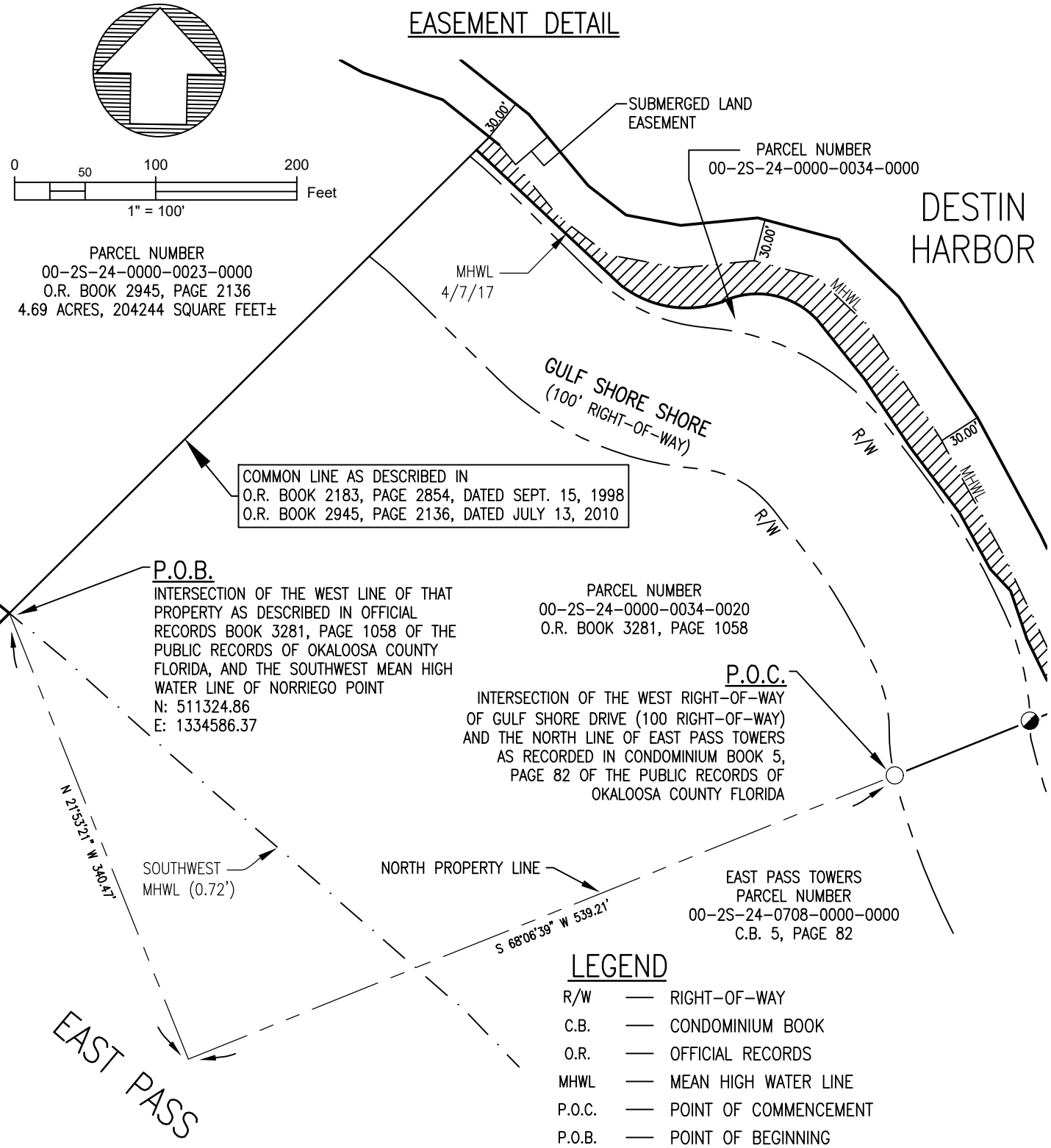
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EASEMENT DETAIL



LEGEND

R/W	—	RIGHT-OF-WAY
C.B.	—	CONDOMINIUM BOOK
O.R.	—	OFFICIAL RECORDS
MHWL	—	MEAN HIGH WATER LINE
P.O.C.	—	POINT OF COMMENCEMENT
P.O.B.	—	POINT OF BEGINNING
◪	—	EXISTING IRON ROD AND CAP #3501
○	—	EXISTING IRON ROD AND CAP (UNREADABLE)
▨	—	ACCRETED/AVULSED SAND

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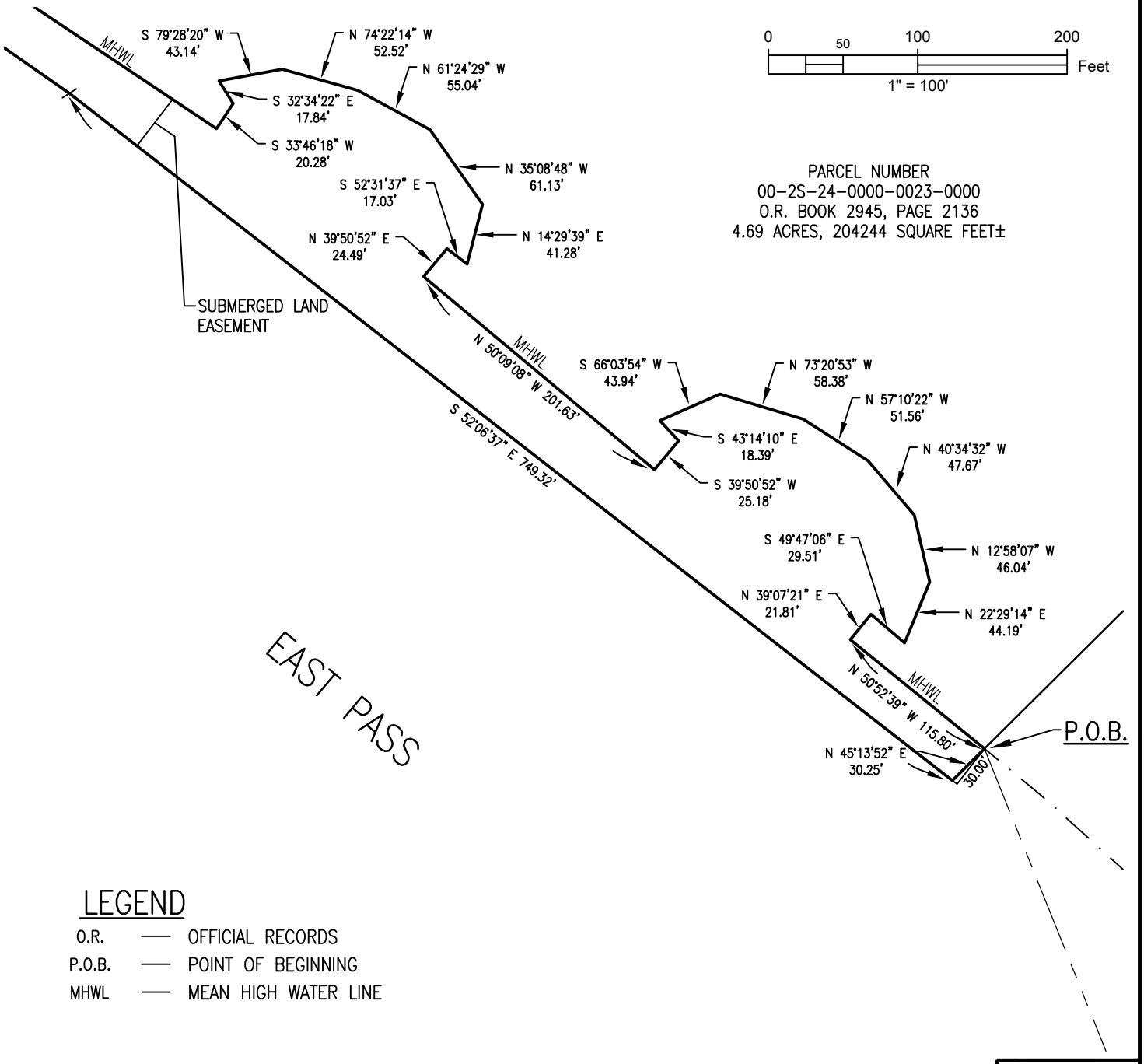
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EASEMENT DETAIL



PARCEL NUMBER
00-2S-24-0000-0023-0000
O.R. BOOK 2945, PAGE 2136
4.69 ACRES, 204244 SQUARE FEET±

LEGEND

O.R. — OFFICIAL RECORDS
P.O.B. — POINT OF BEGINNING
MHWL — MEAN HIGH WATER LINE

BASKERVILLE-DONOVAN, INC.
Engineering the South
SINCE 1927

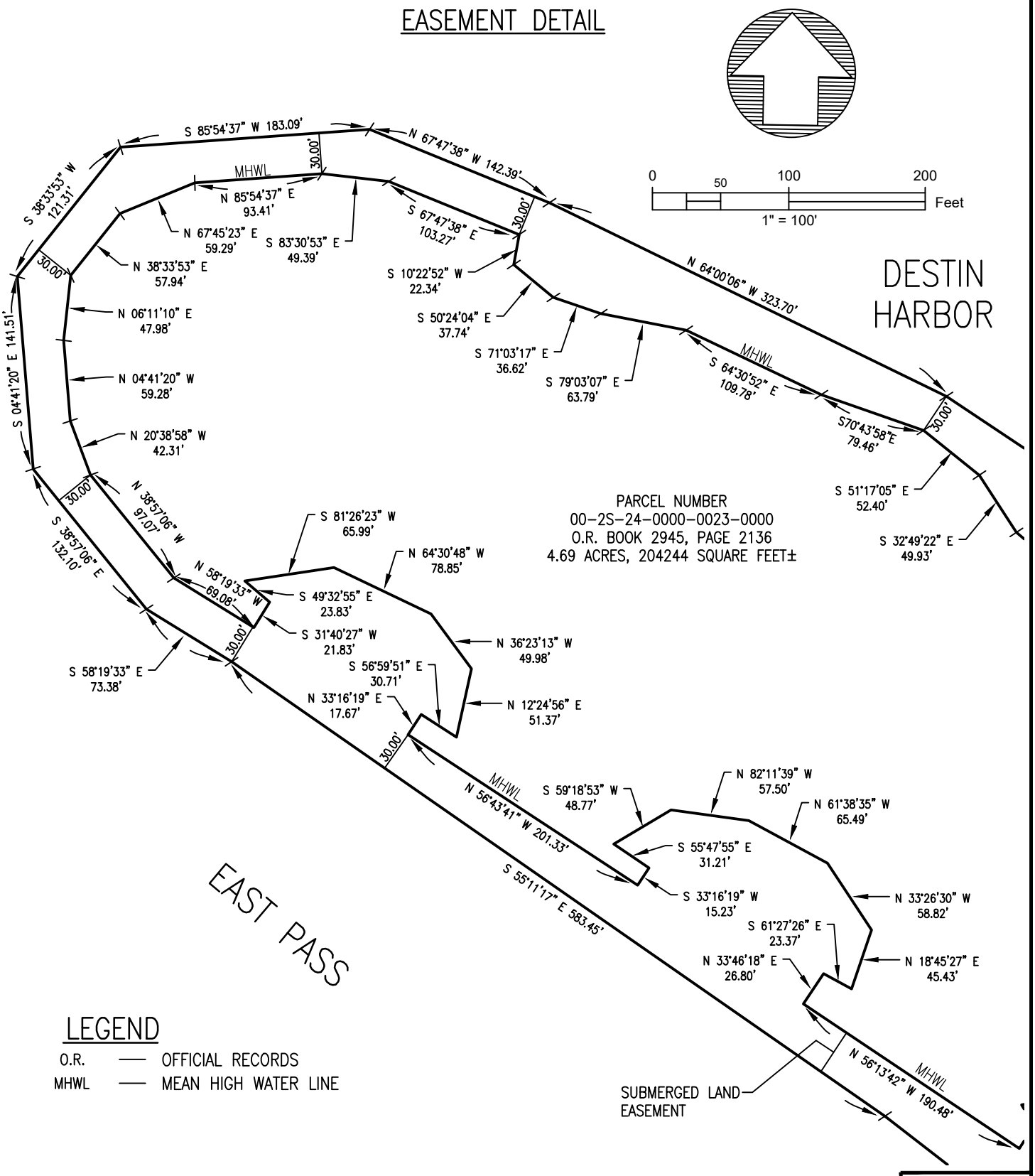
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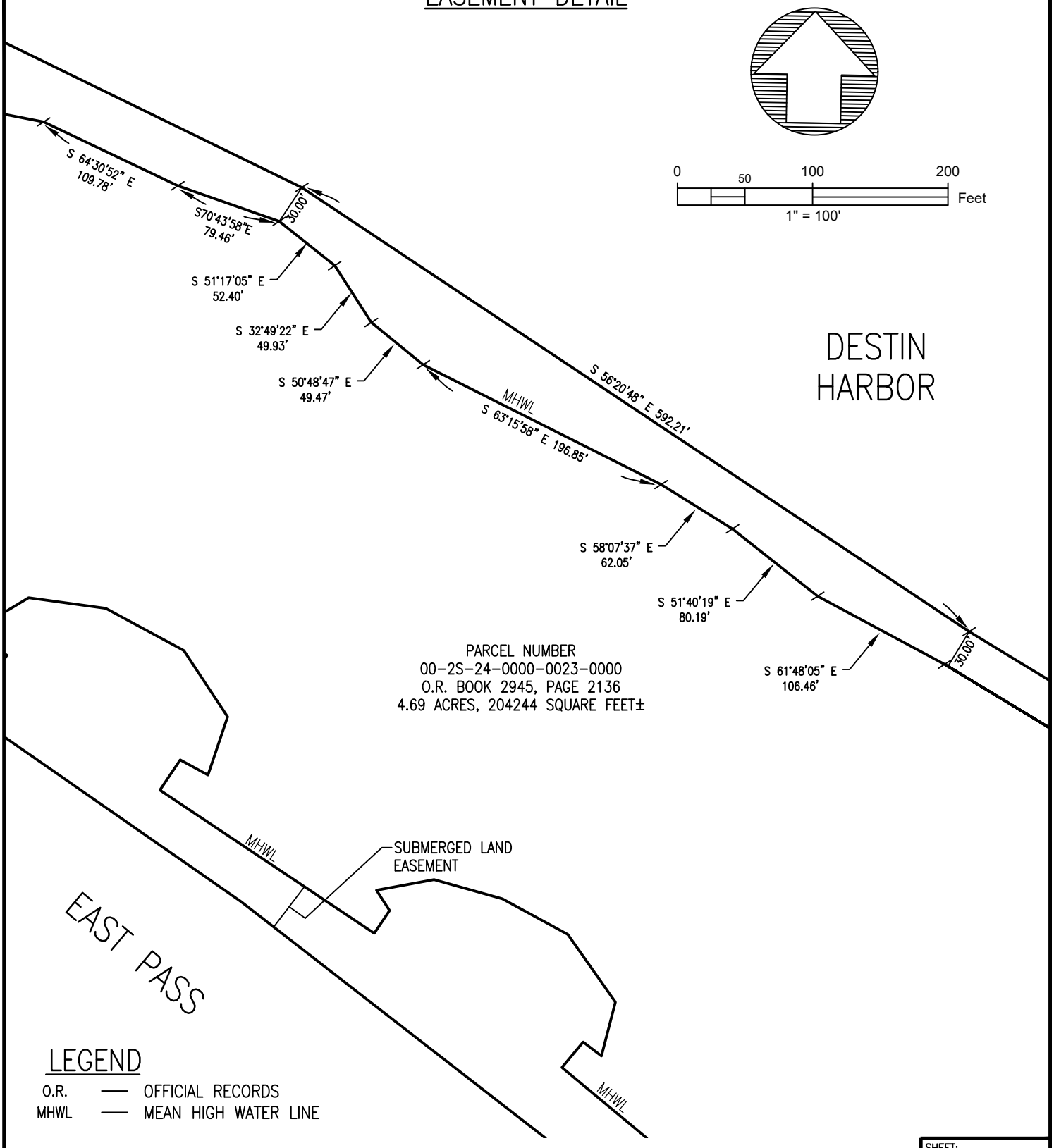
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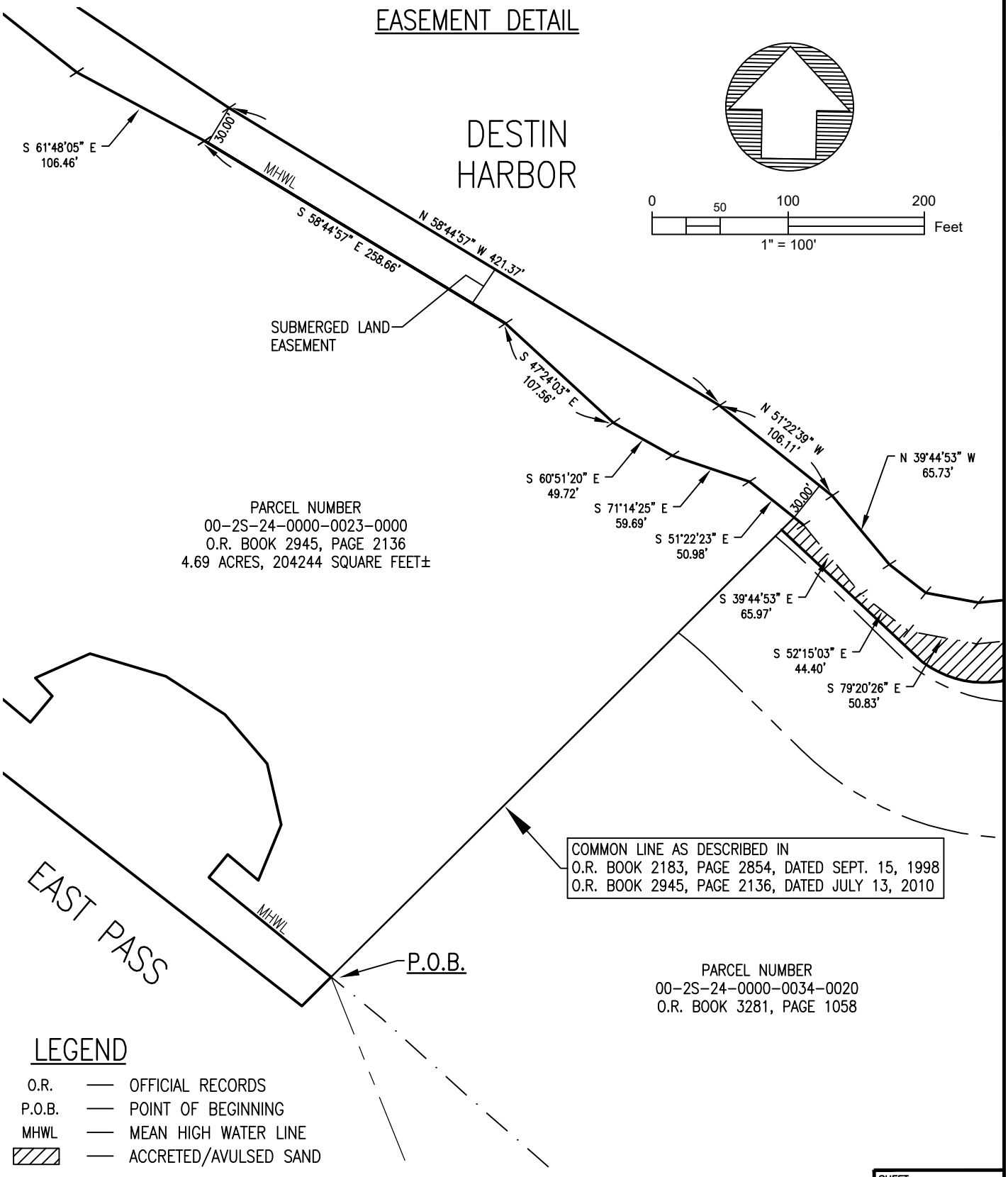
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EASEMENT DETAIL



LEGEND

O.R.	—	OFFICIAL RECORDS
P.O.B.	—	POINT OF BEGINNING
MHWL	—	MEAN HIGH WATER LINE
▨	—	ACCRETED/AVULSED SAND

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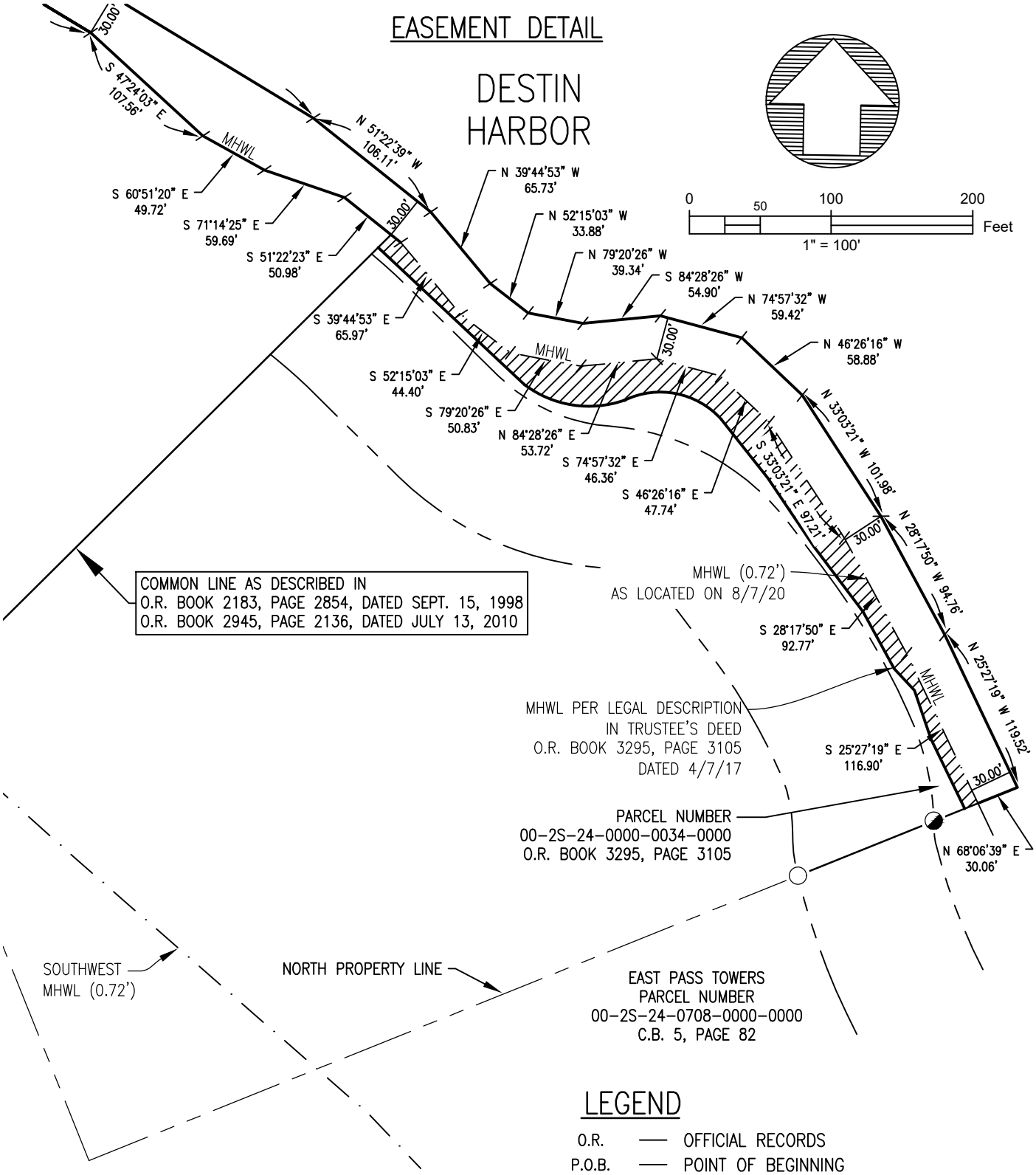
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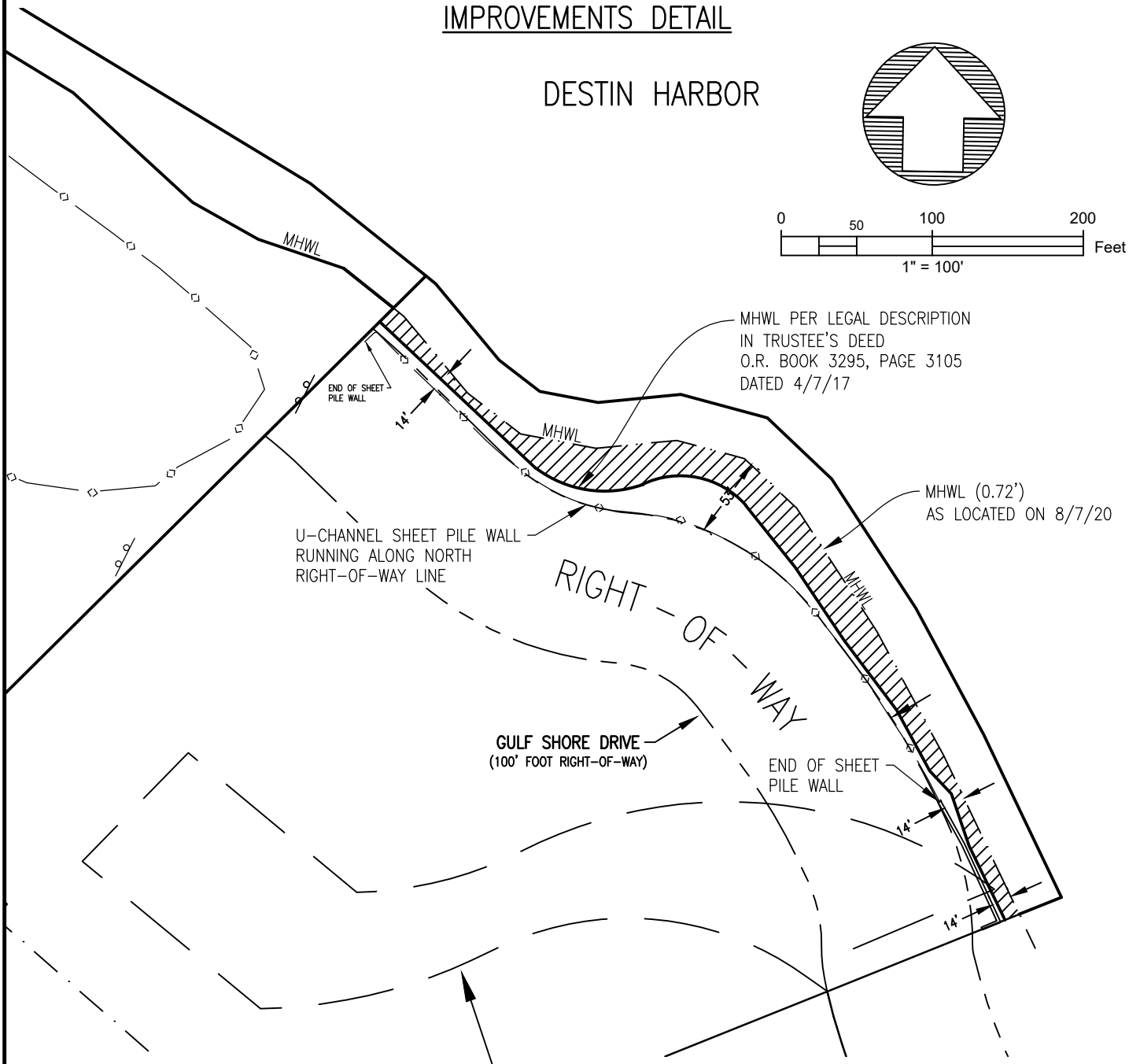
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IMPROVEMENTS DETAIL



LEGEND

- SINGLE SUPPORT SIGN
- MULTIPLE SUPPORT SIGN
- O.R. — OFFICIAL RECORDS
- EL. — ELEVATION
- MHWL. — MEAN HIGH WATER LINE
- BENCHMARK LOCATION
- IRON ROD AND CAP SET #0340
- ACCRETED/AVULSED SAND

RIGHT-OF-WAY
PER DEED DATED SEPT. 15, 1998
O.R. BOOK 2183, PAGE 2854
NOTE: APPARENT ERROR IN DEED RECORD

BASKERVILLE-DONOVAN, INC.
Engineering the South
SINCE 1927

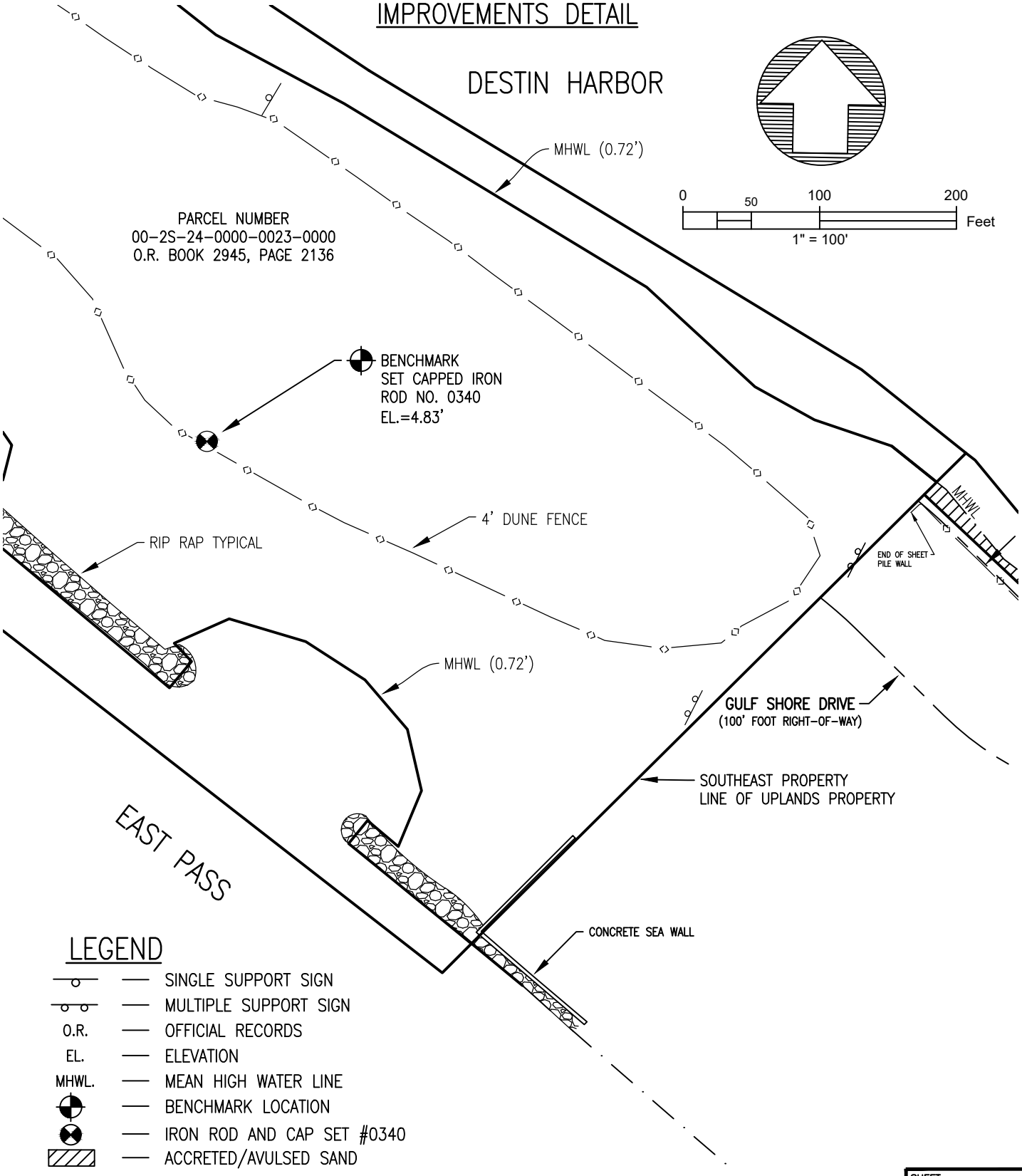
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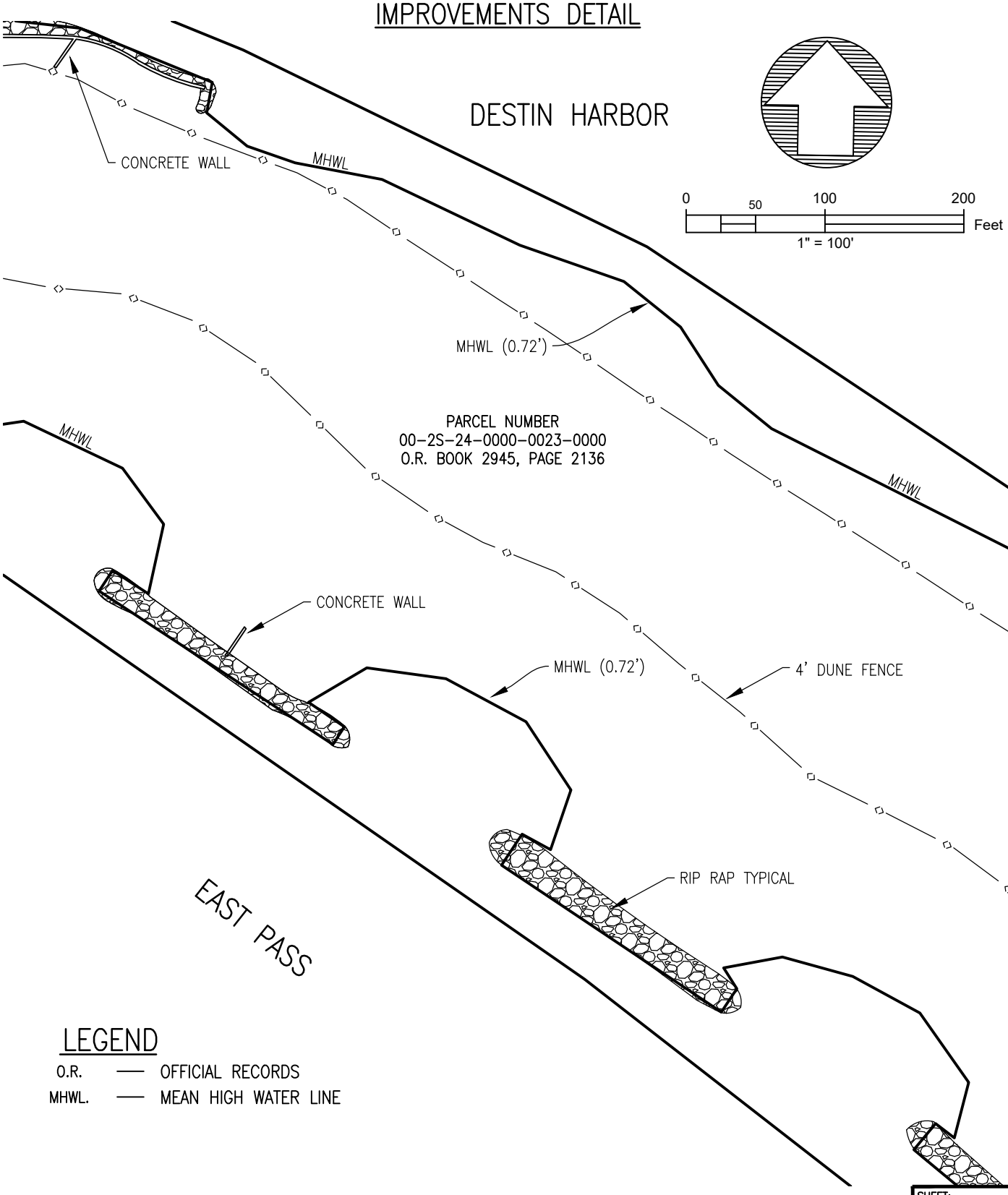
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IMPROVEMENTS DETAIL



LEGEND

O.R. — OFFICIAL RECORDS
MHWL. — MEAN HIGH WATER LINE

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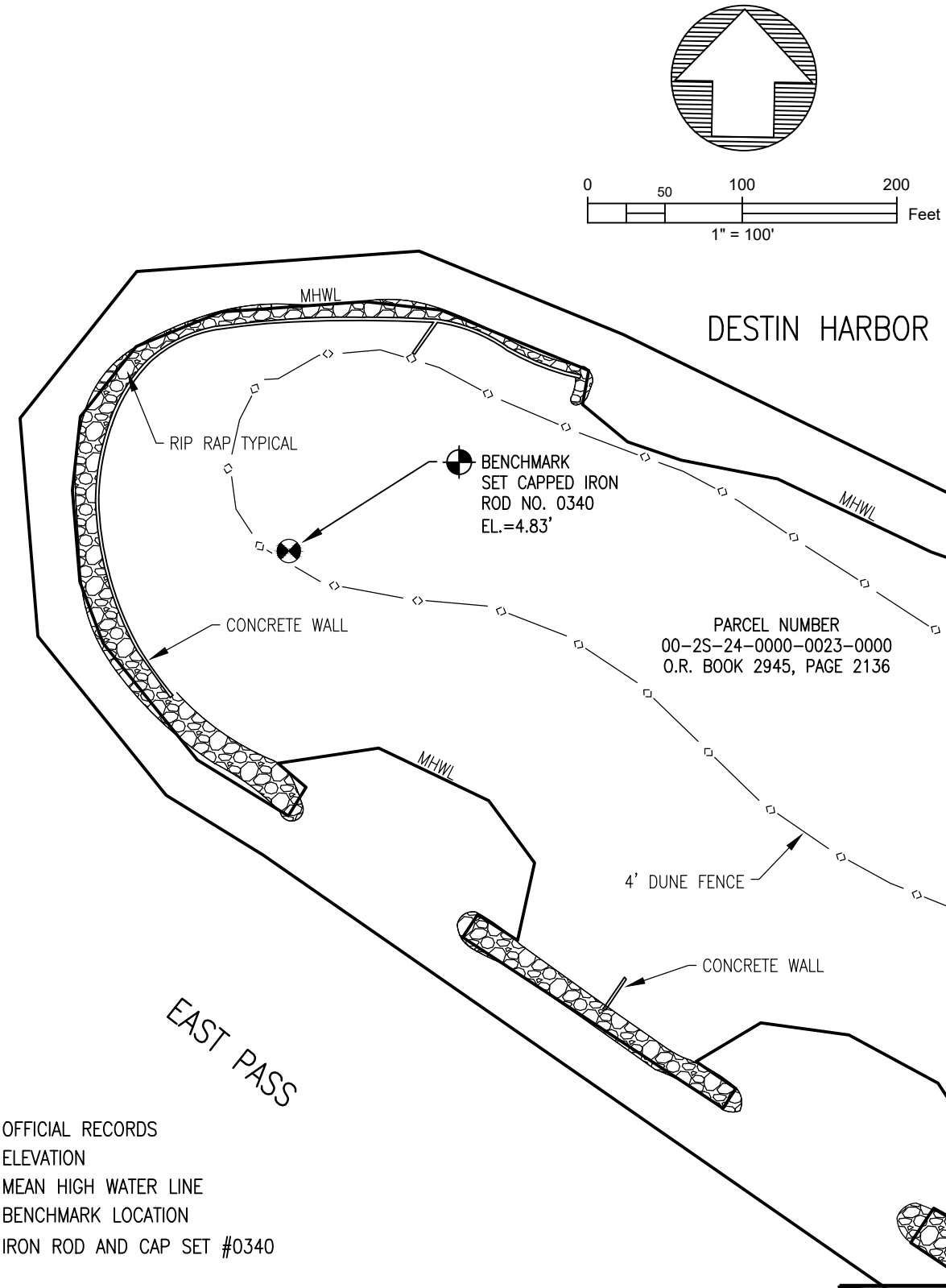
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— BENCHMARK LOCATION
— IRON ROD AND CAP SET #0340

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DESCRIPTION – 30' WIDE SUBMERGED LAND LEASE OF NORRIEGO POINT

(AS PREPARED BY BASKERVILLE–DONOVAN, INC.)

COMMENCE AT THE INTERSECTION OF THE WEST RIGHT–OF–WAY LINE OF GULF SHORE DRIVE (100 FOOT RIGHT–OF–WAY) AND THE NORTH LINE OF EAST PASS TOWERS, A CONDOMINIUM AS RECORDED IN CONDOMINIUM BOOK 5, PAGE 82 OF THE PUBLIC RECORDS OF OKALOOSA COUNTY FLORIDA; THENCE PROCEED SOUTH 68 DEGREES 06 MINUTES 39 SECONDS WEST ALONG SAID NORTH LINE AND AN EXTENSION THEREOF A DISTANCE OF 539.21 FEET; THENCE PROCEED NORTH 21 DEGREES 53 MINUTES 21 SECONDS WEST A DISTANCE OF 340.47 FEET TO THE INTERSECTION OF THE EAST LINE OF THAT PROPERTY AS DESCRIBED IN OFFICIAL RECORDS BOOK 2945, PAGE 2136, OF THE PUBLIC RECORDS OF THE AFORESAID COUNTY, AND THE SOUTHWESTERLY MEAN HIGH WATER LINE OF NORRIEGO POINT, SAID POINT BEING THE POINT OF BEGINNING AND HAVING FLORIDA STATE PLANE COORDINATES OF N: 511324.86 AND E: 1334586.37; THENCE MEANDER ALONG SAID MEAN HIGH WATER LINE THE FOLLOWING CALLS NORTH 50 DEGREES 52 MINUTES 39 SECONDS WEST A DISTANCE OF 115.80 FEET; THENCE PROCEED NORTH 39 DEGREES 07 MINUTES 21 SECONDS EAST A DISTANCE OF 21.81 FEET; THENCE PROCEED SOUTH 49 DEGREES 47 MINUTES 06 SECONDS EAST A DISTANCE OF 29.51 FEET; THENCE PROCEED NORTH 22 DEGREES 29 MINUTES 14 SECONDS EAST A DISTANCE OF 44.19 FEET; THENCE PROCEED NORTH 12 DEGREES 58 MINUTES 07 SECONDS WEST A DISTANCE OF 46.04 FEET; THENCE PROCEED NORTH 40 DEGREES 34 MINUTES 32 SECONDS WEST A DISTANCE OF 47.67 FEET; THENCE PROCEED NORTH 57 DEGREES 10 MINUTES 22 SECONDS WEST A DISTANCE OF 51.56 FEET; THENCE PROCEED NORTH 73 DEGREES 20 MINUTES 53 SECONDS WEST A DISTANCE OF 58.38 FEET; THENCE PROCEED SOUTH 66 DEGREES 03 MINUTES 54 SECONDS WEST A DISTANCE OF 43.94 FEET; THENCE PROCEED SOUTH 43 DEGREES 14 MINUTES 10 SECONDS EAST A DISTANCE OF 18.39 FEET; THENCE PROCEED SOUTH 39 DEGREES 50 MINUTES 52 SECONDS WEST A DISTANCE OF 25.18 FEET; THENCE PROCEED NORTH 50 DEGREES 09 MINUTES 08 SECONDS WEST A DISTANCE OF 201.63 FEET; THENCE PROCEED NORTH 39 DEGREES 50 MINUTES 52 SECONDS EAST A DISTANCE OF 24.49 FEET; THENCE PROCEED SOUTH 52 DEGREES 31 MINUTES 37 SECONDS EAST A DISTANCE OF 17.03 FEET; THENCE PROCEED NORTH 14 DEGREES 29 MINUTES 39 SECONDS EAST A DISTANCE OF 41.28 FEET; THENCE PROCEED NORTH 35 DEGREES 08 MINUTES 48 SECONDS WEST A DISTANCE OF 61.13 FEET; THENCE PROCEED NORTH 61 DEGREES 24 MINUTES 29 SECONDS WEST A DISTANCE OF 55.04 FEET; THENCE PROCEED NORTH 74 DEGREES 22 MINUTES 14 SECONDS WEST A DISTANCE OF 52.52 FEET; THENCE PROCEED SOUTH 79 DEGREES 28 MINUTES 20 SECONDS WEST A DISTANCE OF 43.14 FEET; THENCE PROCEED SOUTH 32 DEGREES 34 MINUTES 22 SECONDS EAST A DISTANCE OF 17.84 FEET; THENCE PROCEED SOUTH 33 DEGREES 46 MINUTES 18 SECONDS WEST A DISTANCE OF 20.28 FEET; THENCE PROCEED NORTH 56 DEGREES 13 MINUTES 42 SECONDS WEST A DISTANCE OF 190.48 FEET; THENCE PROCEED NORTH 33 DEGREES 46 MINUTES 18 SECONDS EAST A DISTANCE OF 26.80 FEET; THENCE PROCEED SOUTH 61 DEGREES 27 MINUTES 26 SECONDS EAST A DISTANCE OF 23.37 FEET; THENCE PROCEED NORTH 18 DEGREES 45 MINUTES 27 SECONDS EAST A DISTANCE OF 45.43 FEET; THENCE PROCEED NORTH 33 DEGREES 26 MINUTES 30 SECONDS WEST A DISTANCE OF 58.82 FEET; THENCE PROCEED NORTH 61 DEGREES 38 MINUTES 35 SECONDS WEST A DISTANCE 65.49 FEET; THENCE PROCEED NORTH 82 DEGREES 11 MINUTES 39 SECONDS WEST A DISTANCE OF 57.50 FEET; THENCE PROCEED SOUTH 59 DEGREES 18 MINUTES 53 SECONDS WEST A DISTANCE OF 48.77 FEET; THENCE PROCEED SOUTH 55 DEGREES 47 MINUTES 55 SECONDS EAST A DISTANCE OF 31.21 FEET; THENCE PROCEED SOUTH 33 DEGREES 16 MINUTES 19 SECONDS WEST A DISTANCE OF 15.23 FEET; THENCE PROCEED NORTH 56 DEGREES 43 MINUTES 41 SECONDS WEST A DISTANCE OF 201.33 FEET; THENCE PROCEED NORTH 33 DEGREES 16 MINUTES 19 SECONDS EAST A DISTANCE OF 17.67 FEET; THENCE PROCEED SOUTH 56 DEGREES 59 MINUTES 51 SECONDS EAST A DISTANCE OF 30.71 FEET; THENCE PROCEED NORTH 12 DEGREES 24 MINUTES 56 SECONDS EAST A DISTANCE OF 51.37 FEET; THENCE PROCEED NORTH 36 DEGREES 23 MINUTES 13 SECONDS WEST A DISTANCE OF 49.98 FEET; THENCE PROCEED NORTH 64 DEGREES 30 MINUTES 48 SECONDS WEST A DISTANCE 78.85 FEET; THENCE PROCEED SOUTH 81 DEGREES 26 MINUTES 23 SECONDS WEST A DISTANCE OF 65.99 FEET; THENCE PROCEED SOUTH 49 DEGREES 32 MINUTES 55 SECONDS EAST A DISTANCE OF 23.83 FEET; THENCE PROCEED SOUTH 31 DEGREES 40 MINUTES 27 SECONDS WEST A DISTANCE OF 21.83 FEET; THENCE PROCEED NORTH 58 DEGREES 19 MINUTES 33 SECONDS WEST A DISTANCE OF 69.08 FEET; THENCE PROCEED NORTH 38 DEGREES 57 MINUTES 06 SECONDS WEST A DISTANCE OF 97.07 FEET; THENCE PROCEED NORTH 20 DEGREES 38 MINUTES 58 SECONDS WEST A DISTANCE OF 42.31 FEET; THENCE PROCEED NORTH 04 DEGREES 41 MINUTES 20 SECONDS WEST A DISTANCE OF 59.28 FEET; THENCE PROCEED NORTH 06 DEGREES 11 MINUTES 10 SECONDS EAST A DISTANCE OF 47.98 FEET; THENCE PROCEED NORTH 38 DEGREES 33 MINUTES 53 SECONDS EAST A DISTANCE OF 57.94 FEET; THENCE PROCEED NORTH 67 DEGREES 45 MINUTES 23 SECONDS EAST A DISTANCE OF 59.29 FEET; THENCE PROCEED NORTH 85 DEGREES 54 MINUTES 37 SECONDS EAST A DISTANCE OF 93.41 FEET; THENCE PROCEED SOUTH 83 DEGREES 30 MINUTES 53 SECONDS EAST A DISTANCE OF 49.39 FEET; THENCE PROCEED SOUTH 67 DEGREES 47 MINUTES 38 SECONDS EAST A DISTANCE OF 103.27 FEET; THENCE PROCEED SOUTH 10 DEGREES 22 MINUTES 52 SECONDS WEST A DISTANCE OF 22.34 FEET; THENCE PROCEED SOUTH 50 DEGREES 24 MINUTES 04 SECONDS EAST A DISTANCE OF 37.74 FEET; THENCE PROCEED SOUTH 71 DEGREES 03 MINUTES 17 SECONDS EAST A DISTANCE OF 36.62 FEET; THENCE PROCEED SOUTH 79 DEGREES 03 MINUTES 07 SECONDS EAST A DISTANCE OF 63.79 FEET; THENCE PROCEED SOUTH 64 DEGREES 30 MINUTES 52 SECONDS EAST A DISTANCE OF 109.78 FEET; THENCE PROCEED SOUTH 70 DEGREES 43 MINUTES 58 SECONDS EAST A DISTANCE OF 79.46 FEET; THENCE PROCEED SOUTH 51 DEGREES 17 MINUTES 05 SECONDS EAST A DISTANCE OF 52.40 FEET; THENCE PROCEED SOUTH 32 DEGREES 49 MINUTES 22 SECONDS EAST A DISTANCE OF 49.93 FEET; THENCE PROCEED SOUTH 50 DEGREES 48 MINUTES 47 SECONDS EAST A DISTANCE OF 49.47 FEET; THENCE PROCEED SOUTH 63 DEGREES 15 MINUTES 58 SECONDS EAST A DISTANCE OF 196.85 FEET; THENCE PROCEED SOUTH 58 DEGREES 07 MINUTES 37 SECONDS EAST A DISTANCE OF 62.05 FEET; THENCE PROCEED SOUTH 51 DEGREES 40 MINUTES 19 SECONDS EAST A DISTANCE OF 80.19 FEET; THENCE PROCEED SOUTH 61 DEGREES 48 MINUTES 05 SECONDS EAST A DISTANCE OF 106.46 FEET; THENCE PROCEED SOUTH 58 DEGREES 44 MINUTES 57 SECONDS EAST A DISTANCE OF 258.66 FEET; THENCE PROCEED SOUTH 47 DEGREES 24 MINUTES 03 SECONDS EAST A DISTANCE OF 107.56 FEET; THENCE PROCEED SOUTH 60 DEGREES 51 MINUTES 20 SECONDS EAST A DISTANCE OF 49.72 FEET; THENCE PROCEED SOUTH 71 DEGREES 14 MINUTES 25 SECONDS EAST A DISTANCE OF 59.69 FEET; THENCE PROCEED SOUTH 51 DEGREES 22 MINUTES 23 SECONDS EAST A DISTANCE OF 50.98 FEET; THENCE PROCEED SOUTH 39 DEGREES 44 MINUTES 53 SECONDS EAST A DISTANCE OF 65.97 FEET; THENCE PROCEED SOUTH 52 DEGREES 15 MINUTES 03 SECONDS EAST A DISTANCE OF 44.40 FEET; THENCE PROCEED SOUTH 79 DEGREES 20 MINUTES 26 SECONDS EAST A DISTANCE OF 50.83 FEET; THENCE PROCEED NORTH 84 DEGREES 28 MINUTES 26 SECONDS EAST A DISTANCE OF 53.72 FEET; THENCE PROCEED SOUTH 74 DEGREES 57 MINUTES 32 SECONDS EAST A DISTANCE OF 46.36 FEET; THENCE PROCEED SOUTH 46 DEGREES 26 MINUTES 16 SECONDS EAST A DISTANCE OF 47.74 FEET; THENCE PROCEED SOUTH 33 DEGREES 03 MINUTES 21 SECONDS EAST A DISTANCE OF 97.21 FEET; THENCE PROCEED SOUTH 28 DEGREES 17 MINUTES 50 SECONDS EAST A DISTANCE OF 92.77 FEET; THENCE PROCEED SOUTH 25 DEGREES 27 MINUTES 19 SECONDS EAST A DISTANCE OF 116.90 FEET; TO THE INTERSECTION OF THE NORTHEASTERLY MEAN HIGH WATER LINE OF NORRIEGO POINT AND AN EXTENSION OF THE SOUTH LINE OF THAT PROPERTY AS DESCRIBED IN OFFICIAL RECORDS BOOK 3295, PAGE 3105 OF THE PUBLIC RECORDS OF THE AFORESAID COUNTY; THENCE DEPARTING SAID MEAN HIGH WATER LINE PROCEED NORTH 68 DEGREES 06 MINUTES 39 SECONDS EAST ALONG THE PROJECTION OF SAID SOUTH LINE A DISTANCE OF 30.06 FEET; THENCE PROCEED NORTH 25 DEGREES 27 MINUTES 19 SECONDS WEST A DISTANCE OF 119.52 FEET; THENCE PROCEED 28 DEGREES 17 MINUTES 50 SECONDS WEST A DISTANCE OF 94.76 FEET; THENCE PROCEED NORTH 33 DEGREES 03 MINUTES 21 SECONDS WEST A DISTANCE OF 101.98 FEET; THENCE PROCEED NORTH 46 DEGREES 26 MINUTES 16 SECONDS WEST A DISTANCE OF 58.88 FEET; THENCE PROCEED NORTH 74 DEGREES 57 MINUTES 32 SECONDS WEST A DISTANCE OF 59.42 FEET; THENCE PROCEED SOUTH 84 DEGREES 28 MINUTES 26 SECONDS WEST A DISTANCE OF 54.90 FEET; THENCE PROCEED NORTH 79 DEGREES 20 MINUTES 26 SECONDS WEST A DISTANCE OF 39.34 FEET; THENCE PROCEED NORTH 52 DEGREES 15 MINUTES 03 SECONDS WEST A DISTANCE OF 33.88 FEET; THENCE PROCEED NORTH 39 DEGREES 44 MINUTES 53 SECONDS WEST A DISTANCE OF 65.73 FEET; THENCE PROCEED NORTH 51 DEGREES 22 MINUTES 39 SECONDS WEST A DISTANCE OF 106.11 FEET; THENCE PROCEED NORTH 58 DEGREES 44 MINUTES 57 SECONDS WEST A DISTANCE OF 421.37 FEET; THENCE PROCEED NORTH 56 DEGREES 20 MINUTES 48 SECONDS WEST A DISTANCE OF 592.21 FEET; THENCE PROCEED NORTH 64 DEGREES 00 MINUTES 06 SECONDS WEST A DISTANCE OF 323.70 FEET; THENCE PROCEED NORTH 67 DEGREES 47 MINUTES 38 SECONDS WEST A DISTANCE OF 142.39 FEET; THENCE PROCEED SOUTH 85 DEGREES 54 MINUTES 37 SECONDS WEST A DISTANCE 183.09 FEET; THENCE PROCEED SOUTH 38 DEGREES 33 MINUTES 53 SECONDS WEST A DISTANCE OF 121.31 FEET; THENCE PROCEED SOUTH 04 DEGREES 41 MINUTES 20 SECONDS EAST A DISTANCE OF 141.51 FEET; THENCE PROCEED SOUTH 38 DEGREES 57 MINUTES 06 SECONDS EAST A DISTANCE OF 132.10 FEET; THENCE PROCEED SOUTH 58 DEGREES 19 MINUTES 33 SECONDS EAST A DISTANCE OF 73.38 FEET; THENCE PROCEED SOUTH 55 DEGREES 11 MINUTES 17 SECONDS EAST A DISTANCE OF 583.45 FEET; THENCE PROCEED SOUTH 52 DEGREES 06 MINUTES 37 SECONDS EAST A DISTANCE OF 749.32 FEET TO A PROJECTION OF THE AFORESAID EAST LINE OF THAT PROPERTY AS DESCRIBED IN O.R. BOOK 2945, PAGE 2136 OF THE PUBLIC RECORDS OF THE AFORESAID COUNTY; THENCE PROCEED NORTH 45 DEGREES 13 MINUTES 52 SECONDS EAST ALONG SAID PROJECTED EAST LINE A DISTANCE OF 30.25 FEET TO THE POINT OF BEGINNING.

LYING IN AND BEING A PART OF UNSECTIONALIZED TOWNSHIP 2 SOUTH, RANGE 22 WEST, OKALOOSA COUNTY FLORIDA, AND CONTAINING 4.69 ACRES OR 204,244 SQUARE FEET MORE OR LESS.

SURVEY REVIEW CHECKLIST

Applicant:_____ **File No.** _____

DEP/WMD Reviewer: _____ **Date:**_____

For: Lease ✓ **or Private Easement** _____ **(> 3,000 sq. ft.) Approved: Yes**_____ **No**_____

PLEASE ENSURE THIS CHECKLIST IS COMPLETED PRIOR TO THE SUBMITTAL OF ANY SURVEY

Surveyor Review	Agent or Applicant Review	Survey Requirements	Comments: Please fill in highlighted boxes	DEP/ WMD Review
✓		Surveyor's original signature		
✓		Surveyor's original seal		
✓		Surveyors certification number	No. 5509	
✓		Name and address of surveyor		
✓		Date of survey	Date: 8/24/20	
✓		Each submitted sheet is scaled to an engineers scale. Every sheet of the drawing includes a stated and graphic scale.	Graphic Scale =Varies as shown	
✓		North arrow		
✓		Location or vicinity map of at least 7.5 minute quad scale		
✓		Two 8 ½ by 11 originals		
✓	[a]	Boundaries of Lease/Easement (preempted area) shown, labeled (structures, mooring, activities)		
✓	[b]	Size and dimensions shown for all existing and proposed overwater structures and activities		
✓		All structures, moorings and activities are within the Lease/Easement area		
✓	[c]	Upland Property (parcel) boundaries shown and labeled. This is not a requirement to survey the upland property; however, the survey must show where the upland property lines intersect the MHWL/OHWL/SUL.		
✓	[d]	Primary navigation channel(s) or direction to center of affected waterbody shown		
✓	[e]	Riparian rights line shown and labeled from both sides of property		
N/A	[f]	Distance from structures/moorings/activities to riparian lines shown		
✓		Distance from docks and waterward pilings to Lease limits		
N/A		Identify each slip and mooring area; provide slip length and width (cross reference slips to dimensions in a table if needed)		
N/A	[g]	Florida Keys Leases: Show water depths referenced to MLW in Lease area & out to navigation channel		
✓	[h]	Linear footage of applicant's shoreline shown and noted		
N/A	[i]	Location of any existing shoreline vegetation shown and noted		
✓	[j]	Location of and distance to any structures within 100 feet of Lease/Easement area shown		
✓	[k]	Legal Description: Section(s) N/A Township 2 South Range 22 West County Okaloosa Water body East Pass	OKALOOSA	
✓	[k]	Legal description on separate page (if not legible on 8 ½" paper)		
✓	[k]	Total square footage and acreage in Legal Description and noted	Sq. ft. 204244 Acres 4.69	
✓	[k]	Legal description tied to two found or set upland monuments (one must be a section corner, subsection corner, or other corner of record; both are shown on survey)		
✓		Legal description has been cross-checked to ensure it matches drawing and the boundary closes.		

Surveyor Review	Agent or Applicant Review	Survey Requirements	Comments: Please fill in highlighted boxes	DEP/ WMD Review
✓	[l]	**Point of Beginning (POB) shown (from legal description) surveyed or scaled 1983 or 1927 NAD coordinate**		
N/A	[m]	**Separate Legal Description for preempted area of non-water dependent structures including roof line on separate page or pages**		
N/A	[n]	**Privately owned submerged land? Is deed from a private entity ____ or Trustee's Deed ____?**	**Trustees' Deed No. _____**	
✓	[o]	**Survey includes "This is a Field Survey"**		
✓	[o]	**Survey is "Certified to the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida" or, "This survey is certified to . . ." It may also be certified to the owner if desired.**		
✓	[p,q,r]	**Lease/Easement boundary abuts MHWL/OHWL/SUL (circle which) or is located entirely waterward. Show ECL if applicable.**		
✓	[s]	**MHW/OHW/SUL procedure approved by BSM and noted on survey and including date**		
N/A	[s]	**Lease/Easement boundary abuts seawall: top & bottom seawall elevations and datum (NGVD 29 or NAVD 88) shown and noted**	**Elevations: Top:_____ Bottom:_____**	
N/A	[s]	**Aquatic Preserve: Show and note shoreline condition along Lease shoreline plus 1,000 feet on each side. Total linear feet =_____**	**Natural = _____% Seawall/bulkhead/ riprap = _____%**	

The letters in brackets above correspond to the requirements in the survey instruction package.

Surveyor's Signature Robert S. Mills Review Date 11/11/20

Applicant's/Agent's Signature _____ Review Date _____

Comments: _____

_____

(DEP 62-071) [Revised 9/21/2006]

ITEM # 2021-3110

CITY OF DESTIN

AGENDA ITEM

COUNCIL MEETING DATE: February 16, 2021
TYPE OF AGENDA ITEM: City Manager Report

TO: City Council

THRU: Joey Forgione, Code Compliance Manager
Louis Zunguze, Community Development Director
Webb Warren, Deputy City Manager
Kyle Bauman, City Attorney
Lance Johnson, City Manager

FROM: Matthew Pace, IT Manager

DATE: 2/16/2021

SUBJECT: COMPASS System/EnerGov Update

I. BACKGROUND: COMPASS testing and training is still currently ongoing. Adjustments are being made as necessary to correct any issues or process adjustments. Community Development and Code Compliance staff continue validation and testing in advance of the GoLive date.

COMPASS is currently on track to be operational in April 2021. During this extended time period the City will remain vigilant in completing client responsibilities on time and will work closely with EnerGov to complete this implementation. The City will also begin our community outreach for testing by March 2021.

II. DISCUSSION: The COMPASS system continues to take shape and the modules are continuing to be tested. The first pass of the conversion data from our legacy systems is scheduled to be delivered by the end of February. The data delivered will have to be verified by staff prior to the second pass.

Community testing is currently being scheduled and processes that are highly utilized will be selected by Community Development and Code Compliance. This process will allow the City to gain insight and feedback from community members regarding the Customer Service Site (CSS) within the COMPASS system.

A. **Link to Strategic Goals / Objectives:** Service Excellence
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: With the alterations to our timeline, all efforts are being made to complete the implementation by staff as well as third-party vendors in April 2021.

IV. RECOMMENDED MOTION: No Recommended Motion

Attachments:
None

ITEM # 2021-3120

CITY OF DESTIN

AGENDA ITEM

COUNCIL MEETING DATE: February 16, 2021
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
Michael Burgess, Public Services Director
Donald Smith, City Engineer

DATE: February 9, 2021

SUBJECT: Speed Concerns- Sibert Avenue & Forest Street intersection

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I. BACKGROUND: At the February 1, 2021 City Council Meeting, Councilmember Braden inquired about the status of the review of speed concerns on Sibert Ave and Forest Street, as part of the overall review of safety measures around the Zerbe Street, Calhoun Ave and Sibert Ave area.

II. DISCUSSION:

In response to Council direction, Community Development staff is presenting the following recommended improvements to enhance safety at the intersection:

1. Decrease the size of the intersection.

2. Add crosswalk to the south side of the intersection

3. Install elevated intersection with visual impact markings/color

4. Install warning signs and pavement markers approaching intersection

5. Clear sight triangles

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

B. Effect on Budget (EOB): TBD

C. Level of Service (LOS): The project will increase safety for residents and visitors

III. CONCLUSION:

The benefits of the proposed safety improvements are:

1. Enhance the safety by decreasing the size of the intersection to enhance the safety of pedestrians and cyclists by minimizing the distance required to cross the street and by decreasing the speed of traffic due to a smaller intersection and tighter turning radii.

2. Increase visibility by installing Pavement Markings and/or visual impacts to increase the visibility of the intersection and driver attention at the intersection.

3. Increase sight distance by removing vegetation.

4. Lower speed along corridor by raised intersection, which will also lower speeds at the intersection where there have been 6 angle accidents in the last 3 years and where pedestrians and cyclists may be present.

5. Alert motorists with signage and markings leading up the intersection will alert motorist of conditions and reduce speed through the intersection

Community Development recommends the following work:

1. Decrease the size of the intersection

2. Install crosswalk on south side

3. Install Pavement Markings and/or Visual Impact Markings along with a raised intersection

4. Clear Sight Triangle

5. Install advance warning signs and pavement markings

IV. RECOMMENDED MOTION: I move that City Council direct City Manager to further implement the improvements at the Sibert Avenue and Forest Street intersection.

Attachments:

1. Sibert - Forest Improvements

Sibert Avenue at Forest Street Safety Improvement Options

Community Development

City Council Request

City Council directed staff to address speeding at the intersection of Sibert Avenue and Forest Street

Sibert Avenue at Forest Street Existing Conditions and Observations

Existing Conditions

- Two Way Stop Controlled on Forest Street
- Speed Limit - 30 MPH
- Average Daily Traffic is 3200 Vehicles Per Day

Field Observations

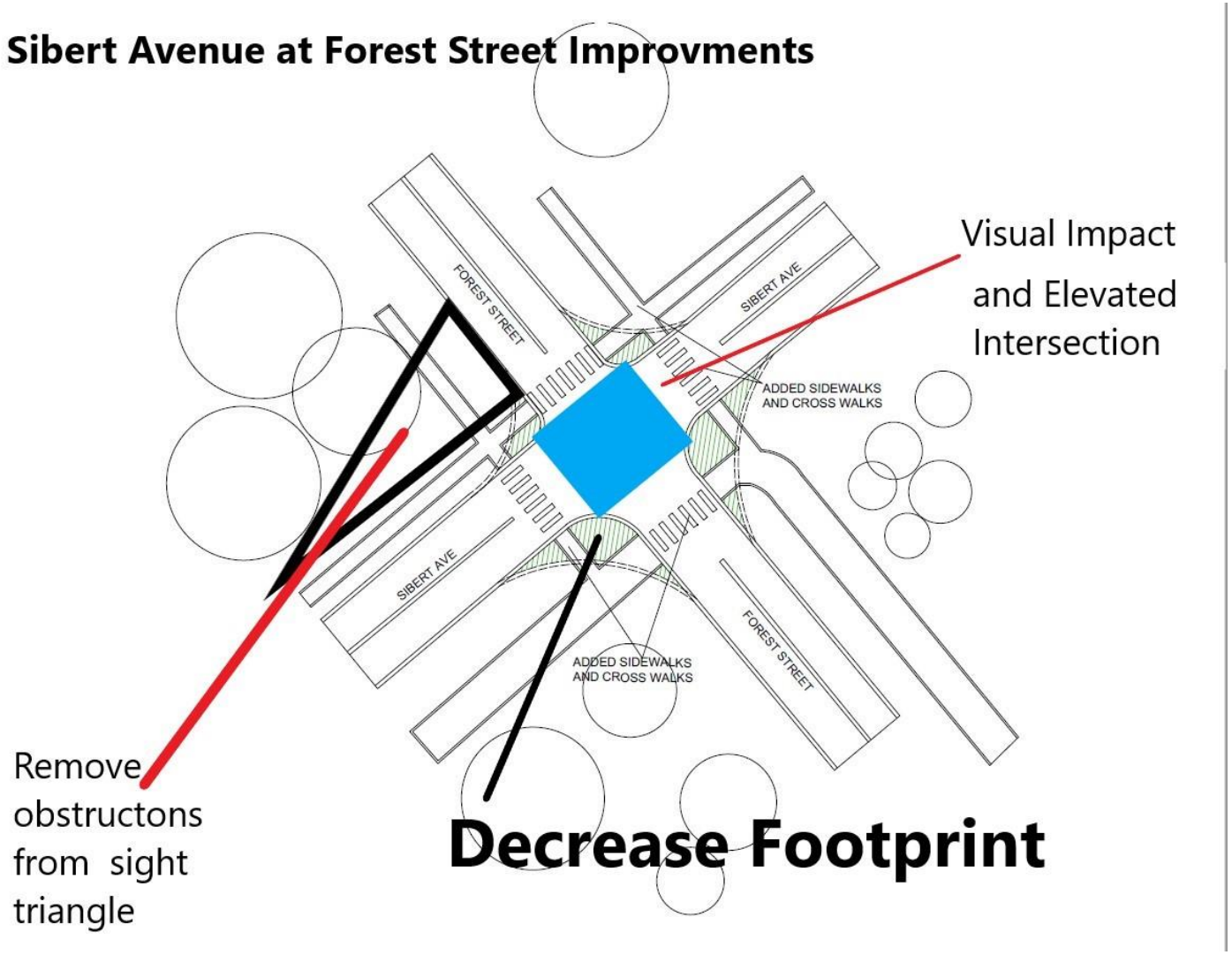
- 85 % Speed is 40 MPH (10 MPH over the speed limit)
- Shrubbery and tree limbs are blocking sight distance
- Pedestrians were present
- Intersection is not visible on Sibert
- 6 Angle Crashes in 3 Years, all Failed to Yield Rights-of-Way, No identifiable pattern except failure to yield r/w

Sibert Avenue at Forest Street

Intersection Improvements based on Evaluation

- Decrease size of the intersection
- Create a raised intersection (speed hump)
- Clear sight Distance
- Improve visibility by producing a visual impact through color or markings
- Install Intersection markings and signage on both sides of the intersection

Sibert Avenue at Forest Street Improvements



Decreased Footprint, Reduced radii, Example



Visual Impact



Recommended Harbor Lane Improvements

Benefits

- Decrease the footprint of the intersection to enhance the safety of pedestrians and cyclist by minimizing the distance required to cross the street and by decreasing the speed of traffic due to a smaller intersection and tighter turning radii
- Install Pavement Markings to increase the visibility of the intersection and driver attention to the possibility of pedestrians and cyclists
- Increase sight distance by removing vegetation
- Raised Intersection will help to lower speed along the corridor, especially at the intersection where pederstrians and cyclists may be present
- Signage and markings leading up the intersection will warn motorist of conditions and reduce speed through the intersection

Questions ?



ITEM # 2021-3143

CITY OF DESTIN

AGENDA ITEM

COUNCIL MEETING DATE: February 16, 2021
TYPE OF AGENDA ITEM: Announcement

TO: City Council

THRU: Joey Forgione, Code Compliance Manager
Lance Johnson, City Manager

FROM: Webb Warren, Deputy City Manager

DATE: 2/11/21

SUBJECT: Animal Control Services

I. BACKGROUND: On Sept 21st, 2020, staff provided an update to Council on the PAWS animal control contract (ATT1). At that time, staff requested time to work with PAWS and their new director, with Okaloosa County as well as Code Compliance staff to bring back a report for discussion at a February 2021 Council Meeting.

II. DISCUSSION: Staff is providing information on PAWS 1st quarter services for FY21 (ATT2). City Manager's Office and Code Compliance staff would like to gather more data through the 2nd Quarter and continue to work with PAWS and our peer organizations to provide a more comprehensive report and discussion. Since the September 21st, 2020 meeting, staff has been in regular contact with PAWS, Okaloosa County and other organizations discussing animal control services.

Staff would like to gather data from Q2 2021 services as well more information from our peer agencies to bring back a full update to Council.

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

B. Effect on Budget (EOB): None

C. Level of Service (LOS):

III. CONCLUSION: Staff would like more time to work with PAWS and peer agencies to bring back a report to include Q2 services to Council on the City's animal control services.

IV. <u>RECOMMENDED MOTION</u>: I move that staff provide a report to Council on the PAWS contract by May 2021

Attachments:

1. ATT1 Sept 21 2020 PAWS Agenda Item
2. ATT2 PAWS FY2021 Services
3. ATT3 Sept 21st 2021 CC Meeting Minutes

ITEM # 2018-540

CITY OF DESTIN

AGENDA ITEM

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

TO: City Council

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

FROM: Lorraine Berish, Senior Administrative Coordinator

DATE: August 25, 2020

SUBJECT: Panhandle Animal Welfare -Animal Control Services Update

I. BACKGROUND:

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

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

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

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

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

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

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

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

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

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

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

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

control through partnerships, information sharing and improved performance metrics.

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

A. Link to Strategic Goals / Objectives: Strategic Plan 2020:
Strategic Focus 2025 -
Financially sound city providing service value
High quality of life and safety for residents

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

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

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

*Feline Friends and Emerald Coast Wildlife contracts

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

written notice.

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

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

Attachments:

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

Invoice

PAWS
752 Lovejoy Rd NW
Fort Walton Beach, FL 32548
US
850-243-1525
ashleyeasybooks@gmail.com
www.paws-shelter.org

Panhandle Animal Welfare Society

BILL TO
City Of Destin
4200 Two Trees Rd
Destin, FL 32541

SHIP TO
City Of Destin
4200 Two Trees Rd
Destin, FL 32541

INVOICE #	DATE	TOTAL DUE	DUE DATE	TERMS	ENCLOSED
Destin dec2020 DESTIN 12-20	01/07/2021	$3,831.25	02/01/2021	Due on receipt	

SERVICE	DESCRIPTION	QTY	RATE	AMOUNT
City of Destin	Monthly Billing for animal control services	1	3,831.25	3,831.25

BALANCE DUE **$3,831.25**

RECEIVED
JAN - 7 2021
FINANCE

OK TO PAY
PO# 21019 VENDOR# 315
AMOUNT $3831.25
ORG 0156272 OBJ 534000
PROJECT
APPROVER / DATE Joey Forgione

Animal Services at PAWS
Animal Intake Totals for destin
12/1/2020 to 12/31/2020

			2020		Total
			Dec	Total	
CAT	STRAY	OTC	2	2	2
		Total	2	2	2
	Total		2	2	2
Total			2	2	2

CAT / STRAY / OTC .
A216496 A216497

Animal intakes between *12/1/2020* and *12/31/2020 for destin*

As of:*1/7/2021 9:15:52AM*
STRAY

intake_	intake_type	intake_subtype	animal_id	animal_type	crossing	outcome_type	outcome_	Days her
12/23/2	STRAY	OTC	A216496	CAT	SAND DUNE CT	TRANSFER	12/29/20	6
12/23/2	STRAY	OTC	A216497	CAT	SAND DUNE CT	TRANSFER	12/29/20	6

2.00

LIST OF ACTIVITIES WITH COMPLETE DATE BETWEEN 12/1/2020 and 12/31/2020
(activities completed on weekends are highlighted in gray)

DESTIN

A20-016925-1 Type: ASST/POLICE Priority: DAILY Geo: Juris: DESTIN
Activity: 12/4/20 2:57 pm
Activity Address: 743 HARBOR BVD DESTING
Completed: 12/4/20 3:07 pm
Comment/Crossin SERVICE DOG NEEDS TO BE PICKED UP. OWNER IS BEING TAKEN TO HOSPITAL
Caller:

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

A20-016908-1 Type: INV/OTHER Priority: DAILY Geo: Juris: DESTIN
Activity: 12/2/20 2:32 pm
Activity Address: 611 SEA VIEW CIR DESTIN FL 32541
Completed: 12/2/20 3:10 pm
Comment/Crossin DOG AT THIS RESIDENCE IS NOT LEASHED AND POOPS IN THEIR YARD ALL THE TIME
Caller: ALEXIS EDMUNTON 611 SEA VIEW CIR DESTIN, FL 32541

Qty.	Result	Qty.	Result
1	NOTIC	0	
0		0	
0		0	

A20-016967-1 Type: ASST/POLICE Priority: DAILY Geo: Juris: DESTIN
Activity: 12/10/20 9:36 am
Activity Address: 44 COUNTRY CLUB DR DESTIN
Completed: 12/10/20 4:30 pm
Comment/Crossin WOMAN ATTACKED BY DOG WHILE WALKING HER OWN DOG.
Caller:

Qty.	Result	Qty.	Result
1	MC	0	
1	MCO	0	
1	STLC	0	

A20-016981-1 Type: STRAY/ROAM Priority: DAILY Geo: Juris: DESTIN
Activity: 12/11/20 11:34 am
Activity Address: 17000 EMERALD COAST PKY DESTIN FL
Completed: 12/11/20 4:30 pm
Comment/Crossin DOG APPEARS TO BE MALNOURISHED/MANGE
Caller: CONNIE CONNIE BELAIRE PARK DESTIN, FL 32541

Qty.	Result	Qty.	Result
1	GOA	0	
0		0	
0		0	

A20-017015-1 Type: INV/BITE Priority: DAILY Geo: Juris: DESTIN
Activity: 12/15/20 8:42 am
Activity Address: 824 CANNON LN DESTIN FL 32541
Completed: 12/15/20 4:30 pm
Comment/Crossin DOGS FROM 828 BIT THE CALLER BACK IN MARCH AND A OFFICER DID NOT RESPOND DOGS AR
Caller: JEAN GIGLIO 824 CANNON LN DESTIN, FL 32541

Qty.	Result	Qty.	Result
1	MCO	0	
1	STLC	0	
0		0	

LIST OF ACTIVITIES WITH COMPLETE DATE BETWEEN 12/1/2020 and 12/31/2020
(activities completed on weekends are highlighted in gray)

Total Activities for DESTIN: 5

EUTHANASIA TOTAL

12/1/2020 - 12/31/2020

CRESTVIEW Total: 2

CAT 2

REASON	INTAKE TOTAL	ID	KENNEL	BREED	YRS/MO	SEX	BY	WEIGHT	DOSE	Dose 2	Euth Date	Days In Shelter
BEHAV OBS	1	A216133	LH HOLDING	DOMESTIC SH	/	U	AW				12/1/2020	7
MEDICAL	1	A216524	LH HOLDING	DOMESTIC SH	1 / 0	U	535				12/28/2020	0

Average CC's per CAT :

Average wieght per CAT :

EUTHANASIA TOTAL

12/1/2020 - 12/31/2020

FT WALTON BEACH Total: 28

CAT 25

REASON	INTAKE TOTAL	ID	KENNEL	BREED	YRS/MO	SEX	BY	WEIGHT	DOSE	Dose 2	Euth Date	Days In Shelter
INJURED	1	A216547	CLINIC BIG	DOMESTIC SH	0 / 2	M	CC/SO		1.00	0.10	12/30/2020	0
MEDICAL	1	A215081	LH HOLDING	DOMESTIC SH	0 / 11	M	AW				12/7/2020	63
MEDICAL	1	A215129	LH HOLDING	DOMESTIC SH	0 / 7	M	AW				12/7/2020	60
BEHAV OBS	1	A215106	LH HOLDING	DOMESTIC SH	/	F	AW				12/1/2020	56
MEDICAL	1	A215759	LH HOLDING	DOMESTIC LH	/	M	AW				12/1/2020	14
MEDICAL	1	A215760	LH HOLDING	DOMESTIC LH	/	M	AW				12/1/2020	14
MEDICAL	1	A215761	LH HOLDING	DOMESTIC LH	/	F	AW				12/1/2020	14
MEDICAL	1	A215792	LH HOLDING	DOMESTIC MH	0 / 4	M	AW				12/1/2020	14
MEDICAL	1	A215798	LH HOLDING	DOMESTIC SH	0 / 4	M	AW				12/1/2020	14
MEDICAL	1	A215879	CAT ROOM	DOMESTIC SH	8 / 2	N	TK				12/1/2020	12
INJURED	1	A215902	ET RM	DOMESTIC MH	/	U	TK				12/1/2020	8
MEDICAL	1	A216079	LH HOLDING	DOMESTIC SH	0 / 4	M	AW				12/1/2020	1
FERAL	1	A216087	CAT ROOM	DOMESTIC SH	/	F	TK				12/1/2020	0
MEDICAL	1	A215777	LH HOLDING	DOMESTIC MH	10 / 2	F	AW				12/7/2020	20
BEHAV OBS	1	A216027	LH HOLDING	DOMESTIC SH	/	U	AW				12/7/2020	12
MEDICAL	1	A215815	HALL	DOMESTIC SH	/	U	TS				12/9/2020	22
MEDICAL	1	A216276	ET RM	DOMESTIC SH	/	U	DK				12/12/2020	1
MEDICAL	1	A216277	ET RM	DOMESTIC SH	/	U	TK				12/13/2020	2
MEDICAL	1	A215556	LH HOLDING	DOMESTIC SH	1 / 2	F	SH			3.00	12/16/2020	44
FERAL	1	A216332	CAT ROOM	DOMESTIC SH	/	U	TS				12/18/2020	1
MEDICAL	1	A216441	CLINIC BIG	DOMESTIC SH	/	U	SO		2.50		12/18/2020	0
MEDICAL	1	A216216	LH HOLDING	DOMESTIC SH	2 / 1	F	AS				12/20/2020	13
MEDICAL	1	A216236	CAT ROOM	DOMESTIC SH	7 / 1	M	TS				12/23/2020	15
FERAL	1	A216350	CAT ROOM	DOMESTIC SH	/	U	TS				12/28/2020	10
FERAL	1	A216476	CAT ROOM	DOMESTIC SH	/	U	TS				12/28/2020	9

EUTHANASIA TOTAL

12/1/2020 - 12/31/2020

4.00

Average CC's per CAT : 1.75

Average wieght per CAT :

DOG 3

REASON	INTAKE TOTAL	ID	KENNEL	BREED	YRS/MO	SEX	BY	WEIGHT	DOSE	Dose 2	Euth Date	Days In Shelter
BEHAV OBS	1	A215648	LH08	PIT BULL	/	M	AW				12/7/2020	31
BEHAV OBS	1	A215756	LH16	ROTTWEILER MIX	1 / 2	F	AW				12/7/2020	20
BEHAV OBS	1	A214035	S09	LABRADOR RETR MIX	5 / 6	M	MLD				12/7/2020	131

Average CC's per DOG :

Average wieght per DOG :

EUTHANASIA TOTAL

12/1/2020 - 12/31/2020

Animals euthanized	30	3.50

DESTIN12-20

Final Audit Report 2021-01-08

Created:	2021-01-08
By:	Sharon Gardner (sgardner@cityofdestin.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAdcbVbccN9_c5hofgwQuLpKM4HW_XrmoG

"DESTIN12-20" History

Document created by Sharon Gardner (sgardner@cityofdestin.com)
2021-01-08 - 2:27:21 PM GMT- IP address: 70.191.191.143

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2021-01-08 - 2:27:42 PM GMT

Email viewed by Joey Forgione (jforgione@cityofdestin.com)
2021-01-08 - 2:29:49 PM GMT- IP address: 66.210.216.210

Document e-signed by Joey Forgione (jforgione@cityofdestin.com)
Signature Date: 2021-01-08 - 2:30:03 PM GMT - Time Source: server- IP address: 66.210.216.210

Agreement completed.
2021-01-08 - 2:30:03 PM GMT

PAWS
752 Lovejoy Rd NW
Fort Walton Beach, FL 32548
US
850-243-1525
ashleyeasybooks@gmail.com
www.paws-shelter.org

Invoice

Panhandle Animal Welfare Society

BILL TO
City Of Destin
4200 Two Trees Rd
Destin, FL 32541

SHIP TO
City Of Destin
4200 Two Trees Rd
Destin, FL 32541

INVOICE #	DATE	TOTAL DUE	DUE DATE	TERMS	ENCLOSED
Destin 11/20	12/01/2020	$3,831.25	12/11/2020	Due on receipt	

SERVICE	DESCRIPTION	QTY	RATE	AMOUNT
City of Destin	Monthly Billing for Animal Control Service	1	3,831.25	3,831.25

BALANCE DUE **$3,831.25**

OK TO PAY

PO# 21019 VENDOR# 315

AMOUNT $3831.25

ORG 0196272 OBJ 534000

PROJECT _____

APPROVER / DATE _____

RECEIVED
DEC - 3 2020
FINANCE

Animal Services at PAWS
Animal Intake Totals for destin
11/1/2020 to 11/30/2020

			2020		Total
			Nov	Total	
CAT	STRAY	FIELD	1	1	1
		OTC	1	1	1
		Total	2	2	2
	Total		2	2	2
DOG	STRAY	FIELD	1	1	1
		OTC	2	2	2
		Total	3	3	3
	Total		3	3	3
Total			5	5	5

CAT / STRAY / FIELD
A215726

CAT / STRAY / OTC
A211419

DOG / STRAY / FIELD
A215724

DOG / STRAY / OTC
A215665 A215667

Animal intakes between *11/1/2020* and *11/30/2020 for destin*

As of:*12/4/2020 2:20:48PM*
STRAY

intake	intake_type	intake_subtype	animal_id	animal_type	crossing	outcome_type	outcome	Days here
11/6/20	STRAY	FIELD	A215726	CAT	AIRPORT RD VET	TRANSFER	11/12/20	6
11/18/2	STRAY	OTC	A211419	CAT	OFF HWY 98	RTO	11/18/20	0
11/6/20	STRAY	FIELD	A215724	DOG	AIRPORT RD VET	RTO	11/7/20	1
11/2/20	STRAY	OTC	A215665	DOG	US 98	RTO	11/6/20	4
11/2/20	STRAY	OTC	A215667	DOG	EMERALD COAST PKY	RTO	11/3/20	1

5.00

LIST OF ACTIVITIES WITH COMPLETE DATE BETWEEN 11/1/2020 and 11/30/2020
(activities completed on weekends are highlighted in gray)

DESTIN

A20-016640-1 Type: INV/WEL CK Priority: DAILY Geo: Juris: DESTIN
Activity Address: 410 LEE LN DESTIN FL 32541 Activity: 10/29/20 3:14 pm
Comment/Crossin WEL CHK ON DOG AT THIS ADDRESS. OWNER HAS MEDICAL ISSUES -NEIGHBORS FEED IT AND Completed: 11/2/20 12:40 pm
Caller: HEATHER UNKN 411 LEE DR DESTIN. FL 32541

Qty.	Result	Qty.	Result
1	NOTIC	0	
0		0	
0		0	

A20-016714-1 Type: STRAY/CONF Priority: DAILY Geo: S Juris: DESTIN
Activity Address: 900 AIRPORT RD DESTIN FL 32541 Activity: 11/6/20 1:07 pm
Comment/Crossin STRAY DOG AND BLIND CAT DROPPED OFF AT CLINIC Completed: 11/6/20 1:27 pm
Caller: DESTIN AIRPORT VET 900 AIRPORT RD DESTIN. FL 32541

Qty.	Result	Qty.	Result
1	MC	0	
2	IMPND	0	
0		0	

A20-016763-1 Type: STRAY/ROAM Priority: DAILY Geo: Juris: DESTIN
Activity Address: 204 ANN CIR DESTIN FL 32541 Activity: 11/12/20 10:46 am
Comment/Crossin LOTS OF RABBITS MULTIPLYING IN AREA, NEED TRAPS Completed: 11/12/20 4:30 pm
Caller: JAMIE UNKN 204 ANN CIR DESTIN. FL 32541

Qty.	Result	Qty.	Result
1	MC	0	
0		0	
0		0	

A20-016767-1 Type: INV/BARK Priority: DAILY Geo: Juris: DESTIN
Activity Address: 64 INDIAN BAYOU DR DESTIN FL 32541 Activity: 11/12/20 1:30 pm
Comment/Crossin SMALL DOG AT THIS ADDRESS LEFT OUTSIDE BARKING CONSTANTLY. PLEASE EDUCATE AND DR Completed: 11/12/20 4:30 pm
Caller: NANCY KEEGAN 4368 OLD BAYOU TRL DESTIN. FL 32541

Qty.	Result	Qty.	Result
1	EDUC	0	
0		0	
0		0	

A20-016803-1 Type: OWNED/ROAM Priority: DAILY Geo: N Juris: DESTIN
Activity Address: 69 COUNTRY CLUB DR DESTIN FL Activity: 11/17/20 3:24 pm
Comment/Crossin BLACK DOG AT THIS ADDRESS CONSTANTLY IN THE ROAD. ALMOST HIT SEVERAL TIMES TODAY Completed: 11/17/20 4:43 pm
Caller:

Qty.	Result	Qty.	Result
0	MC	0	
0	CTP	0	
0	NOTIC	0	

LIST OF ACTIVITIES WITH COMPLETE DATE BETWEEN 11/1/2020 and 11/30/2020
(activities completed on weekends are highlighted in gray)

DESTIN

A20-016818-1 Type: STRAY/ROAM Priority: DAILY Geo: S Juris: DESTIN
Activity Address: 662 HARBOR BVD DESTIN FL
Activity: 11/19/20 11:52 am
Comment/Crossin STRAY DOG RUNNING AROUND THE COMPLEX
Completed: 11/19/20 12:31 pm
Caller:

Qty.	Result	Qty.	Result
1	COMP	0	
0		0	
0		0	

A20-016866-1 Type: ASST/POLICE Priority: DAILY Geo: Juris: DESTIN
Activity Address: 769 HARBOR BVD DESTIN FL
Activity: 11/23/20 8:00 am
Comment/Crossin SO ARRESTED A WOMAN WHO HAD A DOG
Completed: 11/23/20 9:30 am
Caller:

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

A20-016869-1 Type: INV/NEG Priority: DAILY Geo: Juris: DESTIN
Activity Address: 793 HARBOR BVD DESTIN FL 32541
Activity: 11/28/20 4:16 pm
Comment/Crossin WHITE NISSAN VERSA -FILLED WITH TRASH, DIRTY CAT BOXES AND 6 FERAL CATS. CAR IS
Completed: 11/30/20 3:20 pm
Caller: SUSAN CHESEBRO 793 HARBOR BVD DESTIN. FL 32541

Qty.	Result	Qty.	Result
1	NOTIC	0	
0		0	
0		0	

Total Activities for DESTIN: 8

EUTHANASIA TOTAL

11/1/2020 - 11/30/2020

CRESTVIEW Total: 2

CAT 2

REASON	INTAKE TOTAL	ID	KENNEL	BREED	YRS/MO	SEX	BY	WEIGHT	DOSE	Dose 2	Euth Date	Days In Shelter
	1	A215714	LH HOLDING	DOMESTIC SH	/	U	AW				11/5/2020	0
INJURED	1	A216075	CLINIC SM	DOMESTIC LH	5 / 1	M	VM				11/20/2020	0

Average CC's per CAT :

Average wieght per CAT :

EUTHANASIA TOTAL

11/1/2020 - 11/30/2020

FT WALTON BEACH Total: 30

CAT 30

REASON	INTAKE TOTAL	ID	KENNEL	BREED	YRS/MO	SEX	BY	WEIGHT	DOSE	Dose 2	Euth Date	Days In Shelter
MEDICAL	1	A215813	ACO	DOMESTIC SH	/	N	TS				11/25/2020	8
MEDICAL	1	A215742	CLINIC BIG	DOMESTIC SH	6 / 1	M	SH				11/30/2020	17
BEHAV OBS	1	A215824	LH HOLDING	DOMESTIC SH	2 / 1	U	AW				11/17/2020	0
BEHAV OBS	1	A215725	LH HOLDING	DOMESTIC MH	0 / 9	F	AW				11/18/2020	6
BEHAV OBS	1	A215789	LH HOLDING	DOMESTIC SH	2 / 1	F	KH				11/18/2020	1
BEHAV OBS	1	A215793	LH HOLDING	DOMESTIC SH	/	F	AW				11/18/2020	1
MEDICAL	1	A212410	ACO	DOMESTIC SH	/	N	TS				11/19/2020	234
MEDICAL	1	A214435	ACO	DOMESTIC SH	0 / 4	F	TS				11/20/2020	85
MEDICAL	1	A215734	CAT ROOM	DOMESTIC SH	/	F	TS				11/20/2020	2
MEDICAL	1	A215735	CAT ROOM	DOMESTIC SH	/	U	TS				11/20/2020	2
MEDICAL	1	A215503	CAT ROOM	DOMESTIC SH	/	F	TS				11/2/2020	4
BEHAV OBS	1	A215394	LH HOLDING	DOMESTIC SH	2 / 1	M	AW				11/4/2020	9
BEHAV OBS	1	A215568	LH HOLDING	DOMESTIC SH	/	U	AW				11/4/2020	2
MEDICAL	1	A215197	CLINIC BIG	DOMESTIC SH	/	U	TK				11/15/2020	34
MEDICAL	1	A215637	LH HOLDING	SIAMESE	/	M	AW				11/17/2020	12
MEDICAL	1	A215723	LH HOLDING	DOMESTIC SH	/	F	AW				11/17/2020	5
BEHAV OBS	1	A214670	LH HOLDING	DOMESTIC SH	0 / 7	U	AW				11/9/2020	56
BEHAV OBS	1	A214779	LH HOLDING	DOMESTIC SH	0 / 3	U	AW				11/9/2020	49
BEHAV OBS	1	A215011	LH HOLDING	DOMESTIC SH	1 / 1	F	AW				11/9/2020	39
BEHAV OBS	1	A215293	LH HOLDING	DOMESTIC SH	1 / 2	F	AW				11/9/2020	21
BEHAV OBS	1	A215464	LH HOLDING	DOMESTIC SH	1 / 1	F	AW				11/9/2020	13
MEDICAL	1	A215528	HOLDING	DOMESTIC SH	/	U	TS				11/9/2020	11
MEDICAL	1	A215529	HOLDING	DOMESTIC SH	/	U	TS				11/9/2020	11
BEHAV OBS	1	A215549	LH HOLDING	DOMESTIC SH	/	F	AW				11/9/2020	7
MEDICAL	1	A215573	HOLDING	DOMESTIC SH	/	F	TS				11/9/2020	7
MEDICAL	1	A215576	HOLDING	DOMESTIC SH	/	U	TS				11/9/2020	7

EUTHANASIA TOTAL

11/1/2020 - 11/30/2020

MEDICAL	1	A215580	HOLDING	DOMESTIC SH	/		U	TK	11/9/2020	7
MEDICAL	1	A215650	LH HOLDING	DOMESTIC SH	1 /	1	M	AW	11/9/2020	3
MEDICAL	1	A215726	CAT ROOM	DOMESTIC SH	/		U	TS	11/12/2020	0
MEDICAL	1	A215691	CAT ROOM	DOMESTIC SH	/		U	TS	11/13/2020	3

Average CC's per CAT :

Average wieght per CAT :

EUTHANASIA TOTAL

11/1/2020 - 11/30/2020

HURLBURT FLD Total: 1

CAT 1

REASON	INTAKE TOTAL	ID	KENNEL	BREED	YRS/MO	SEX	BY	WEIGHT	DOSE	Dose 2	Euth Date	Days In Shelter
FERAL	1	A215814	CAT ROOM	DOMESTIC SH	/	F	TK				11/17/2020	6

Average CC's per CAT :

Average wieght per CAT :

EUTHANASIA TOTAL

11/1/2020 - 11/30/2020

NICEVILLE Total: 1

CAT 1

REASON	INTAKE TOTAL	ID	KENNEL	BREED	YRS/MO	SEX	BY	WEIGHT	DOSE	Dose 2	Euth Date	Days In Shelter
FERAL	1	A215923	CAT ROOM	DOMESTIC SH	/	U	TS				11/24/2020	6

Average CC's per CAT :

Average wieght per CAT :

EUTHANASIA TOTAL

11/1/2020 - 11/30/2020

OKALOOSA CO Total: 4

CAT 4

REASON	INTAKE TOTAL	ID	KENNEL	BREED	YRS/MO	SEX	BY	WEIGHT	DOSE	Dose 2	Euth Date	Days In Shelter
MEDICAL	1	A189952	CAT HOUSE	DOMESTIC SH	4 / 10	N	SH		2.00		11/30/2020	1,400
	1	A216070	LH HOLDING	DOMESTIC SH	0 / 3	U	AW				11/20/2020	0
INJURED	1	A215716	HOLDING	DOMESTIC SH	/	F	SH				11/6/2020	0
MEDICAL	1	A212349	FOSTER	DOMESTIC SH	/	N	TK				11/15/2020	239
									2.00			

Average CC's per CAT : 2.00

Average wieght per CAT :

EUTHANASIA TOTAL

11/1/2020 - 11/30/2020

Animals euthanized	**38**	**2.00**

PAWS
752 Lovejoy Rd NW
Fort Walton Beach, FL 32548
US
850-243-1525
ashleyeasybooks@gmail.com
www.paws-shelter.org

Invoice

Panhandle Animal Welfare Society

BILL TO
City Of Destin
4200 Two Trees Rd
Destin, FL 32541

SHIP TO
City Of Destin
4200 Two Trees Rd
Destin, FL 32541

INVOICE #	DATE	TOTAL DUE	DUE DATE	TERMS	ENCLOSED
Destin10/20	11/01/2020	$3,831.25	11/01/2020	Due on receipt	

SERVICE	DESCRIPTION	QTY	RATE	AMOUNT
City of Destin	Monthly billing for Animal Control Contract	1	3,831.25	3,831.25

BALANCE DUE **$3,831.25**

RECEIVED
NOV - 9 2020
FINANCE

OK TO PAY

PO#_____ VENDOR# 315

AMOUNT $3831.25

ORG 0156272 OBJ 534000

PROJECT_____

APPROVER / DATE_____

DESTIN10-20

Final Audit Report 2020-11-18

Created:	2020-11-18
By:	Sharon Gardner (sgardner@cityofdestin.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAJJ8F1ELD3MV2qqML3uaUfqfdvPtcwntD

"DESTIN10-20" History

Document created by Sharon Gardner (sgardner@cityofdestin.com)
2020-11-18 - 7:00:07 PM GMT- IP address: 70.191.191.143

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2020-11-18 - 9:38:32 PM GMT- IP address: 174.240.133.157

Document e-signed by Joey Forgione (jforgione@cityofdestin.com)
Signature Date: 2020-11-18 - 9:38:53 PM GMT - Time Source: server- IP address: 174.240.133.157

Agreement completed.
2020-11-18 - 9:38:53 PM GMT

LIST OF ACTIVITIES WITH COMPLETE DATE BETWEEN 10/1/2020 and 10/31/2020
(activities completed on weekends are highlighted in gray)

DESTIN

A20-016379-1 Type: STRAY/ROAM Priority: DAILY Geo: S Juris: DESTIN
Activity Address: MIMOSA AV DESTIN FL Activity: 10/1/20 1:08 pm
Comment/Crossin STRAY BLACK CHIHUAHUA CHARGING VEHICLES. Completed: 10/1/20 2:44 pm
Caller:

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

A20-016380-1 Type: STRAY/INJ Priority: DAILY Geo: S Juris: DESTIN
Activity Address: 1000 E HWY 98 DESTIN FL Activity: 10/2/20 8:50 am
Comment/Crossin STRAY BLK AND WHITE DOG INJURED. Completed: 10/2/20 8:57 am
Caller:

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

A20-016441-1 Type: STRAY/SICK Priority: DAILY Geo: S Juris: DESTIN
Activity Address: 20 RUE D'ETRATAT DESTIN FL Activity: 10/8/20 4:31 pm
Comment/Crossin STRAY SICK CAT LAYING ON CALLERS TABLE ON FRONT PORCH. BLACK IN COLOR Completed: 10/8/20 4:45 pm
Caller:

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

A20-016506-1 Type: INV/WEL CK Priority: DAILY Geo: S Juris: DESTIN
Activity Address: 81 POMPANO ST DESTIN FL Activity: 10/15/20 9:16 am
Comment/Crossin OWNER OD'D IN HOSPITAL. CALLER SAYS THERE ARE 2 DOGS LEFT IN THE RESIDENCE. TERR Completed: 10/15/20 1:38 pm
Caller:

Qty.	Result	Qty.	Result
1	MC	0	
3	IMPND	0	
0		0	

A20-016535-1 Type: OWNED/ABAN Priority: DAILY Geo: Juris: DESTIN
Activity Address: 220 MISTY CT DESTIN FL 32541 Activity: 10/19/20 8:53 am
Comment/Crossin NO ONE HAS BEEN THERE IN DAYS AND THE DOGS KEEP BARKING WELL CHECK Completed: 10/19/20 3:35 pm
Caller: MONICA MADEL 218 MISTY CT DESTIN. FL 32541

Qty.	Result	Qty.	Result
1	UTMC	0	
1	NOTIC	0	
0		0	

LIST OF ACTIVITIES WITH COMPLETE DATE BETWEEN 10/1/2020 and 10/31/2020
(activities completed on weekends are highlighted in gray)

DESTIN

A20-016622-1 Type: ASST/POLICE Priority: DAILY Geo: Juris: DESTIN
Activity Address: 4100 INDIAN BAYOU TRL DESTIN Activity: 10/27/20 3:08 pm
Comment/Crossin DOG FIGHT AT THE DESTIN DOG PARK. 15 YEAR OLD GIRL BIT Completed: 10/27/20 3:22 pm
Caller:

Qty.	Result	Qty.	Result
1	MCO	0	
1	CTP	0	
2	GOA	0	

A20-016642-1 Type: INV/WEL CK Priority: DAILY Geo: S Juris: DESTIN
Activity Address: 33 HARBOR BVD DESTIN FL Activity: 10/29/20 3:59 pm
Comment/Crossin DOG LOCKED IN BLK CHRYSLER VOYAGER FOR 30 MINUTES OUTSIDE OF BUSINESS Completed: 10/29/20 4:52 pm
Caller:

Qty.	Result	Qty.	Result
1	CANCL	0	
0		0	
0		0	

Total Activities for DESTIN: 7

Animal Services at PAWS
Animal Intake Totals for destin
10/1/2020 to 10/31/2020

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

LIST OF ACTIVITIES WITH COMPLETE DATE BETWEEN 10/1/2020 and 10/31/2020
(activities completed on weekends are highlighted in gray)

DESTIN

A20-016379-1 Type: STRAY/ROAM Priority: DAILY Geo: S Juris: DESTIN
Activity Address: MIMOSA AV DESTIN FL
Activity: 10/1/20 1:08 pm
Completed: 10/1/20 2:44 pm
Comment/Crossin STRAY BLACK CHIHUAHUA CHARGING VEHICLES.
Caller:

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

A20-016380-1 Type: STRAY/INJ Priority: DAILY Geo: S Juris: DESTIN
Activity Address: 1000 E HWY 98 DESTIN FL
Activity: 10/2/20 8:50 am
Completed: 10/2/20 8:57 am
Comment/Crossin STRAY BLK AND WHITE DOG INJURED.
Caller:

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

A20-016441-1 Type: STRAY/SICK Priority: DAILY Geo: S Juris: DESTIN
Activity Address: 20 RUE D'ETRATAT DESTIN FL
Activity: 10/8/20 4:31 pm
Completed: 10/8/20 4:45 pm
Comment/Crossin STRAY SICK CAT LAYING ON CALLERS TABLE ON FRONT PORCH. BLACK IN COLOR
Caller:

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

A20-016506-1 Type: INV/WEL CK Priority: DAILY Geo: S Juris: DESTIN
Activity Address: 81 POMPANO ST DESTIN FL
Activity: 10/15/20 9:16 am
Completed: 10/15/20 1:38 pm
Comment/Crossin OWNER OD'D IN HOSPITAL. CALLER SAYS THERE ARE 2 DOGS LEFT IN THE RESIDENCE. TERR
Caller:

Qty.	Result	Qty.	Result
1	MC	0	
3	IMPND	0	
0		0	

A20-016535-1 Type: OWNED/ABAN Priority: DAILY Geo: Juris: DESTIN
Activity Address: 220 MISTY CT DESTIN FL 32541
Activity: 10/19/20 8:53 am
Completed: 10/19/20 3:35 pm
Comment/Crossin NO ONE HAS BEEN THERE IN DAYS AND THE DOGS KEEP BARKING WELL CHECK
Caller: MONICA MADEL 218 MISTY CT DESTIN, FL 32541

Qty.	Result	Qty.	Result
1	UTMC	0	
1	NOTIC	0	
0		0	

LIST OF ACTIVITIES WITH COMPLETE DATE BETWEEN 10/1/2020 and 10/31/2020
(activities completed on weekends are highlighted in gray)

DESTIN

A20-016622-1 Type: ASST/POLICE Priority: DAILY Geo: Juris: DESTIN
Activity Address: 4100 INDIAN BAYOU TRL DESTIN
Activity: 10/27/20 3:08 pm
Comment/Crossin DOG FIGHT AT THE DESTIN DOG PARK. 15 YEAR OLD GIRL BIT
Completed: 10/27/20 3:22 pm
Caller:

Qty.	Result	Qty.	Result
1	MCO	0	
1	CTP	0	
2	GOA	0	

A20-016642-1 Type: INV/WEL CK Priority: DAILY Geo: S Juris: DESTIN
Activity Address: 33 HARBOR BVD DESTIN FL
Activity: 10/29/20 3:59 pm
Comment/Crossin DOG LOCKED IN BLK CHRYSLER VOYAGER FOR 30 MINUTES OUTSIDE OF BUSINESS
Completed: 10/29/20 4:52 pm
Caller:

Qty.	Result	Qty.	Result
1	CANCL	0	
0		0	
0		0	

Total Activities for DESTIN: 7

CAT / STRAY / FIELD
A215248

CAT / STRAY / OTC
A215198 A215199

DOG / STRAY / FIELD
A215119

DOG / STRAY / OTC
A215513 A215541

Animal intakes between *10/1/2020* and *10/31/2020 for destin*

As of:*11/9/2020 11:42:05AM*
STRAY

intake	intake_type	intake_subtype	animal_id	animal_type	crossing	outcome_type	outcome	Days here
10/8/20	STRAY	FIELD	A215248	CAT	RU D'ETRATAT	DIED	10/13/20	5
10/6/20	STRAY	OTC	A215198	CAT	LEGION DR	TRANSFER	10/12/20	6
10/6/20	STRAY	OTC	A215199	CAT	LEGION DR	TRANSFER	10/12/20	6
10/2/20	STRAY	FIELD	A215119	DOG	HWY 98 E	TRANSFER	10/9/20	7
10/24/2	STRAY	OTC	A215513	DOG	BAYOU DR	RTO	10/24/20	0
10/26/2	STRAY	OTC	A215541	DOG	MISTY CT	TRANSFER	11/2/20	7

6.00

EUTHANASIA TOTAL

10/1/2020 - 10/31/2020

FT WALTON BEACH Total: 27

CAT 26

REASON	INTAKE TOTAL	ID	KENNEL	BREED	YRS/MO	SEX	BY	WEIGHT	DOSE	Dose 2	Euth Date	Days In Shelter
MEDICAL	1	A214273	CAT ROOM	DOMESTIC MH	10 / 3	S	CLINIC				10/5/2020	0
MEDICAL	1	A214830	HALL	DOMESTIC LH	/	U	TS				10/5/2020	10
MEDICAL	1	A214831	HALL	DOMESTIC SH	/	U	TS				10/5/2020	10
MEDICAL	1	A214834	HALL	DOMESTIC SH	/	U	TS				10/5/2020	10
MEDICAL	1	A214624	CAT ROOM	DOMESTIC SH	/	U	TK				10/6/2020	27
MEDICAL	1	A214625	CAT ROOM	DOMESTIC LH	/	U	TK				10/6/2020	27
MEDICAL	1	A214786	CAT ROOM	DOMESTIC SH	/	U	TK				10/6/2020	15
FERAL	1	A214909	CAT ROOM	DOMESTIC SH	/	F	TK				10/6/2020	8
TOO YOUNG	1	A214931	CAT ROOM	DOMESTIC SH	/	U	TK				10/6/2020	8
MEDICAL	1	A215029	CAT ROOM	DOMESTIC SH	/	F	TK				10/6/2020	4
MEDICAL	1	A215030	CAT ROOM	DOMESTIC SH	/	U	TK				10/6/2020	4
MEDICAL	1	A215031	CAT ROOM	DOMESTIC SH	/	U	TK				10/6/2020	4
MEDICAL	1	A215032	CAT ROOM	DOMESTIC SH	/	U	TK				10/6/2020	4
MEDICAL	1	A215010	LH HOLDING	DOMESTIC SH	/	U	AW				10/7/2020	6
FERAL	1	A215018	CAT ROOM	DOMESTIC SH	/	U	TS				10/7/2020	5
MEDICAL	1	A214959	CAT ROOM	DOMESTIC SH	/	U	TS				10/9/2020	10
MEDICAL	1	A215195	ADOPTION 1	DOMESTIC SH	0 / 1	M	DK				10/17/2020	5
MEDICAL	1	A214982	LH HOLDING	DOMESTIC SH	/	U	AW				10/20/2020	20
FERAL	1	A215409	CAT ROOM	DOMESTIC SH	/	U	TS				10/27/2020	7
MEDICAL	1	A215289	CAT ROOM	DOMESTIC SH	/	U	TS				10/28/2020	9
MEDICAL	1	A215298	CAT ROOM	DOMESTIC SH	/	U	TS				10/28/2020	9
MEDICAL	1	A215368	CAT ROOM	DOMESTIC SH	/	M	TS				10/28/2020	6
MEDICAL	1	A215377	CLINIC SM	DOMESTIC SH	/	U	TS				10/29/2020	7
MEDICAL	1	A215237	LH HOLDING	DOMESTIC MH	0 / 4	M	AW				10/30/2020	16
FERAL	1	A215502	CAT ROOM	DOMESTIC MH	/	F	TS				10/30/2020	1
MEDICAL	1	A215091	CLINIC BIG	DOMESTIC SH	0 / 2	U	DK				10/31/2020	25

EUTHANASIA TOTAL

10/1/2020 - 10/31/2020

Average CC's per CAT :

Average wieght per CAT :

DOG 1

REASON	INTAKE TOTAL	ID	KENNEL	BREED	YRS/MO	SEX	BY	WEIGHT	DOSE	Dose 2	Euth Date	Days In Shelter
AGGRESIVE	1	A215146	S19	PIT BULL	/	M	CM				10/14/2020	2

Average CC's per DOG :

Average wieght per DOG :

EUTHANASIA TOTAL

10/1/2020 - 10/31/2020

OKALOOSA CO Total: 10

CAT 10

REASON	INTAKE TOTAL	ID	KENNEL	BREED	YRS/MO	SEX	BY	WEIGHT	DOSE	Dose 2	Euth Date	Days In Shelter
MEDICAL	1	A215127	HOLDING	DOMESTIC SH	/	U	VM				10/2/2020	0
MEDICAL	1	A215535	HOLDING	DOMESTIC SH	/	U	SH				10/27/2020	1
MEDICAL	1	A215473	LH HOLDING	DOMESTIC SH	0 / 1	U	AW				10/22/2020	1
MEDICAL	1	A215474	LH HOLDING	DOMESTIC SH	0 / 1	U	AW				10/22/2020	1
FERAL	1	A215175	CAT ROOM	DOMESTIC SH	/	U	TK				10/13/2020	8
FERAL	1	A215183	CAT ROOM	DOMESTIC SH	/	F	TK				10/13/2020	8
FERAL	1	A215185	CAT ROOM	DOMESTIC SH	/	F	TK				10/13/2020	8
FERAL	1	A215186	CAT ROOM	DOMESTIC SH	/	F	TK				10/13/2020	8
FERAL	1	A215209	CAT ROOM	DOMESTIC SH	/	U	TK				10/13/2020	6
MEDICAL	1	A215196	CLINIC BIG	DOMESTIC SH	/	U	SH				10/8/2020	2

Average CC's per CAT :

Average wieght per CAT :

EUTHANASIA TOTAL

10/1/2020 - 10/31/2020

OKALOOSA CO Total: 10

CAT 10

REASON	INTAKE TOTAL	ID	KENNEL	BREED	YRS/MO	SEX	BY	WEIGHT	DOSE	Dose 2	Euth Date	Days In Shelter
MEDICAL	1	A215127	HOLDING	DOMESTIC SH	/	U	VM				10/2/2020	0
MEDICAL	1	A215535	HOLDING	DOMESTIC SH	/	U	SH				10/27/2020	1
MEDICAL	1	A215473	LH HOLDING	DOMESTIC SH	0 / 1	U	AW				10/22/2020	1
MEDICAL	1	A215474	LH HOLDING	DOMESTIC SH	0 / 1	U	AW				10/22/2020	1
FERAL	1	A215175	CAT ROOM	DOMESTIC SH	/	U	TK				10/13/2020	8
FERAL	1	A215183	CAT ROOM	DOMESTIC SH	/	F	TK				10/13/2020	8
FERAL	1	A215185	CAT ROOM	DOMESTIC SH	/	F	TK				10/13/2020	8
FERAL	1	A215186	CAT ROOM	DOMESTIC SH	/	F	TK				10/13/2020	8
FERAL	1	A215209	CAT ROOM	DOMESTIC SH	/	U	TK				10/13/2020	6
MEDICAL	1	A215196	CLINIC BIG	DOMESTIC SH	/	U	SH				10/8/2020	2

Average CC's per CAT :

Average wieght per CAT :

EUTHANASIA TOTAL

10/1/2020 - 10/31/2020

Animals euthanized	**37**

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

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

Destin City Council

Mayor Gary Jarvis
Councilmember Parker Destin
Councilmember Cyron Marler
Councilmember Chatham Morgan
Councilmember Prebble Ramswell
Councilmember Rodney Braden
Councilmember Steven Menchel (Virtual)
Councilmember Skip Overdier (Virtual)

Destin City Staff

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

CALL TO ORDER, INVOCATION AND PLEDGE OF ALLEGIANCE

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

AGENDA APPROVAL

Councilmember Marler requested that "*Reconfiguration of 1st and 4th Street"* be added to the agenda as agenda item 7E.

Councilmember Menchel asked that Consent Agenda item 6D be pulled for discussion under City Manager Reports item 7I.

Councilmember Morgan asked that Consent Agenda item 6C be pulled for discussion under City Manager Reports item 7J.

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

1. APPROVAL OF MINUTES

A. Approval of Minutes of July 13, 2020 City Council Budget Workshop

Councilmember Destin moved for approval of minutes of July 13, 2020 City Council Budget Workshop; seconded by Councilmember Marler. Motion passed 7-0 (Council members Morgan, Destin, Marler, Overdier, Menchel, Ramswell and Braden voted "yes").

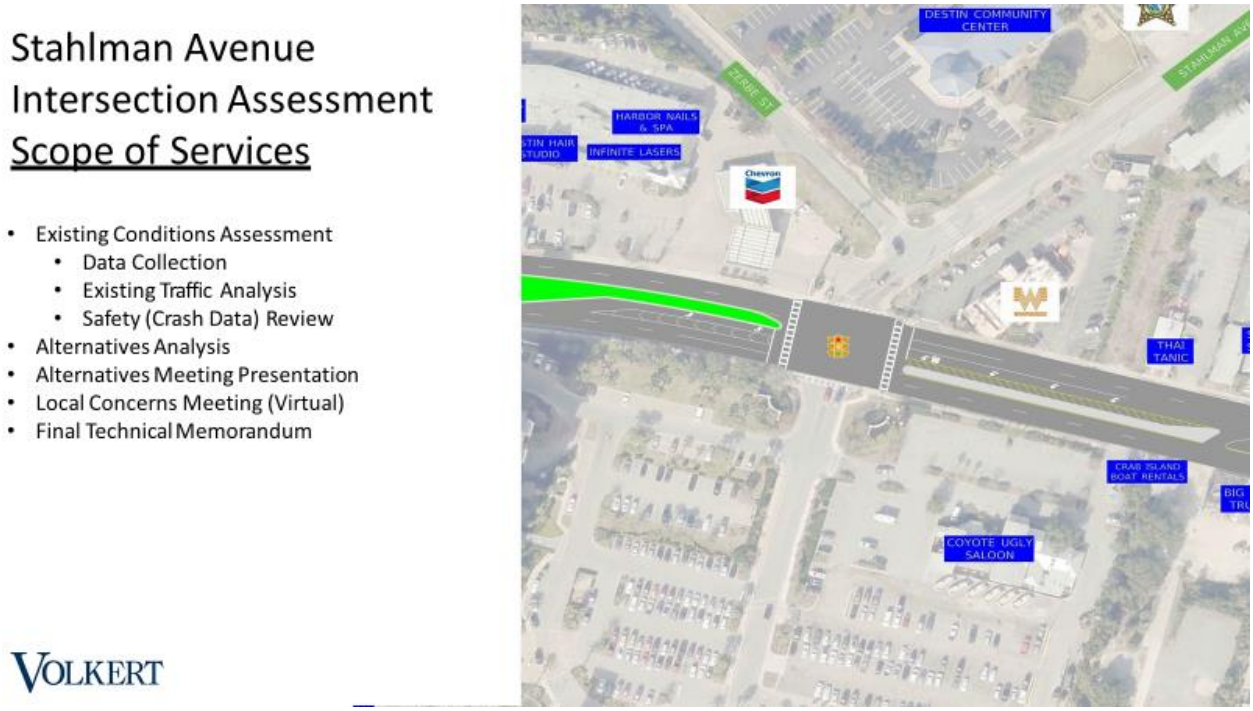
B. Approval of minutes of June 29, 2020 City Council Workshop

Councilmember Marler moved for approval of minutes of June 29, 2020 City Council Workshop; seconded by Councilmember Destin. Motion passed 7-0 (Council members Morgan, Destin, Marler, Overdier, Menchel, Ramswell and Braden voted "yes").

2. PROCLAMATIONS / RECOGNITIONS / SPECIAL PRESENTATIONS / ANNOUNCEMENTS

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

Mr. Manuel Richardson and Mr. Arthur Hooks of Volkert, Engineering, Inc. presented the following information to the City Council:



Stahlman Avenue Intersection Assessment <u>Timing Modification Alternative</u>

<u>Modifications include</u>

- Timing adjustments to accommodate pedestrians within coordination timings

<u>Improvements include</u>

- Reduction in time signal is adjusting back into coordination

VOLKERT



Stahlman Avenue Intersection Assessment <u>Build Alternative</u>

<u>Recommendations include</u>

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

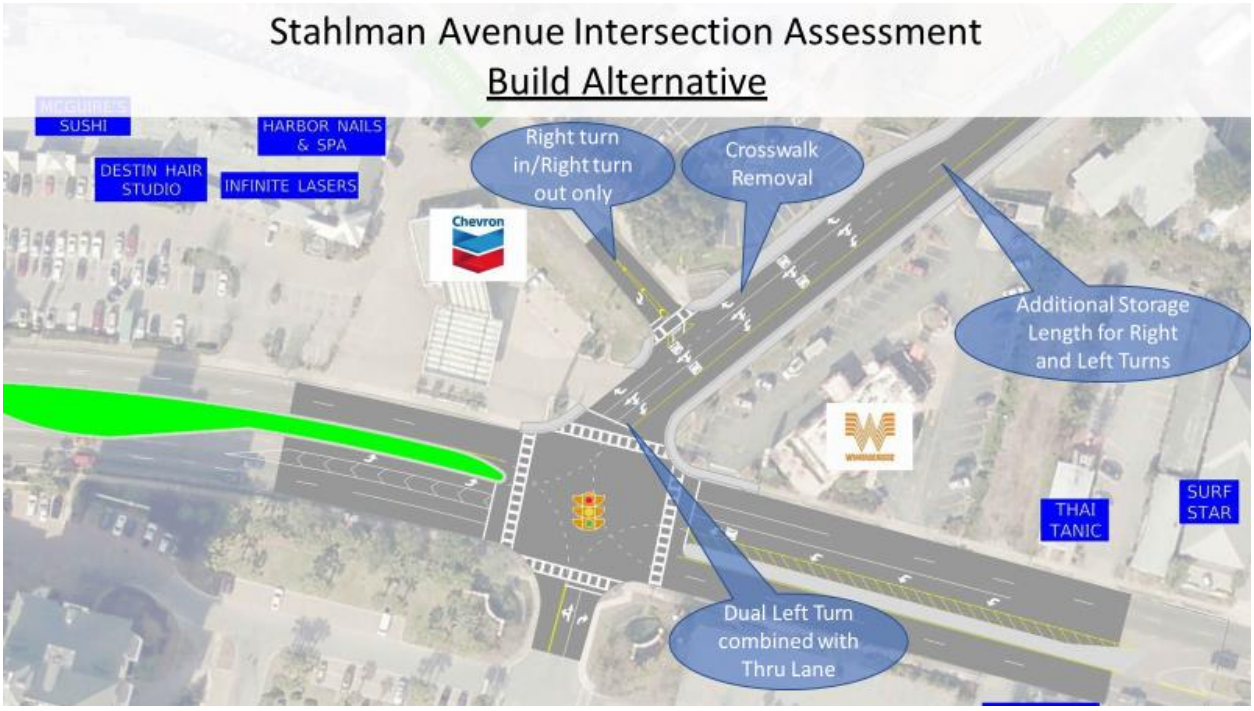
<u>Improvements include</u>

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

<u>Impacts include</u>

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





Stahlman Avenue Intersection Assessment

Build Alternative

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

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

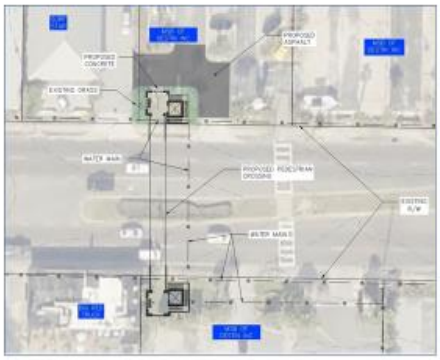
Intersection	Analysis Period	AM Peak Hour		PM Peak Hour		Weekend Peak	
		LOS	Delay (sec)	LOS	Delay (sec)	LOS	Delay (sec)
US 98 & Stahlman Ave	Existing	D	45.7	D	38.7	D	39.5
	Existing - Build	D	35.1	D	34.9	D	37.3
	YR 2025 - No Build	E	55.6	D	42.4	D	42.9
	YR 2025 - Build	D	39.7	D	38.3	D	39.7
	YR 2045 -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

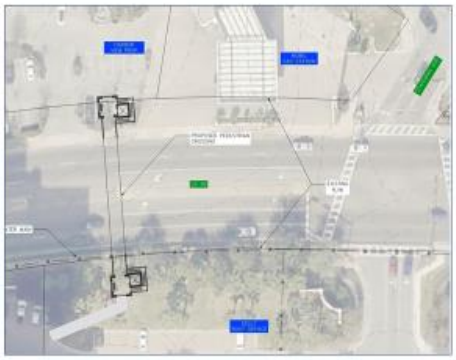


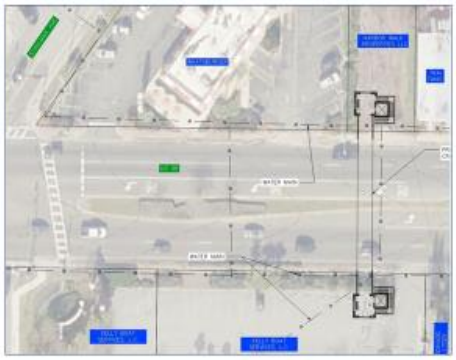
Stahlman Avenue Intersection Assessment

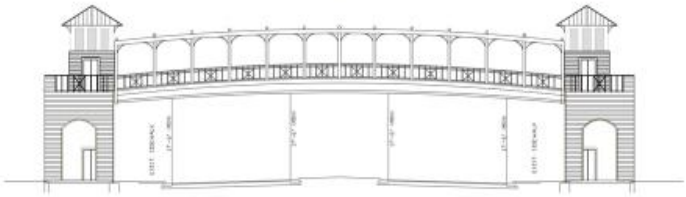
Pedestrian Overpass Alternative

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









Stahlman Avenue Intersection Assessment

Other Recommendations

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



VOLKERT

Councilmember Ramswell inquired as to the height necessity for the overpass to accommodate vehicles such as 18-wheelers that come through Destin.

Mr. Hooks stated that for State road they would go with the standard vertical clearance of approximately 17 feet; adding it would be designed to meet State standards which would allow for all road traffic.

Councilmember Ramswell asked if they have considered building an underpass on this road.

Mr. Hooks stated they have considered installing the underpass; however, according to many of the geotechnical engineers that have done business for some of the developers in the area around Stahlman Avenue, the water table is too high to allow for an underpass in that area. He added they have site distance issues in this type of area and so an underpass is not a preferred or viable alternative.

Councilmember Ramswell also noted they have previously discussed the option of closing down Zerbe Street or making it a one-way road. She asked if either of these two options would facilitate traffic movement.

According to Mr. Richardson, they looked at both options and thought it would be more beneficial to provide some access on Zerbe Street rather than completely closing it down or turning it into a single direction corridor and overloading US Hwy 98 and Stahlman Avenue intersection. They want to maintain continuing access to the neighboring west rather than having motorists travel through US Hwy 98 to get there.

Councilmember Marler asked who would be responsible for maintaining the elevator for the overpass if they decide to go that route.

Mr. Richardson replied that maintenance would be the responsibility of the operating entity which is the City unless they are able to make some arrangements with a business entity that would have the most benefit from the overpass.

Councilmember Braden wondered why water table would be an issue with the underpass when the Emerald Grande has two stories of parking below ground.

Councilmember Menchel inquired as to the date of the traffic count conducted at the location.

Mr. Richardson responded that the traffic count was collected on June 25th to 27th.

Councilmember Menchel asked what could be done to prevent pedestrians from continuing to cross the highway if they were to put in a pedestrian overpass.

Mr. Hooks stated they cannot force people to use the overpass but there are steps they could take to deter people from crossing the street; such as removing the mid-block crossings from the AJ's parking area and replacing it with some heavy landscaping.

Councilmember Destin recommends looking at an underpass option more thoroughly and finding out whether the water table is truly an issue as it appears there is no better place in Destin than at that location to put in an underpass.

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

Ms. Marcie Bell, a Destin resident, asked if there was any way for the City to control the sightseers following a major storm because one of the problems they encountered at Holiday Isle following Hurricane Sally was having a lot of standing water. There were many vehicles, mostly driven by out of town guests, speeding through the neighborhood and pushing water into properties. She recommends establishing some sort of a "no wake zone" following a storm on areas where flooding is an issue.

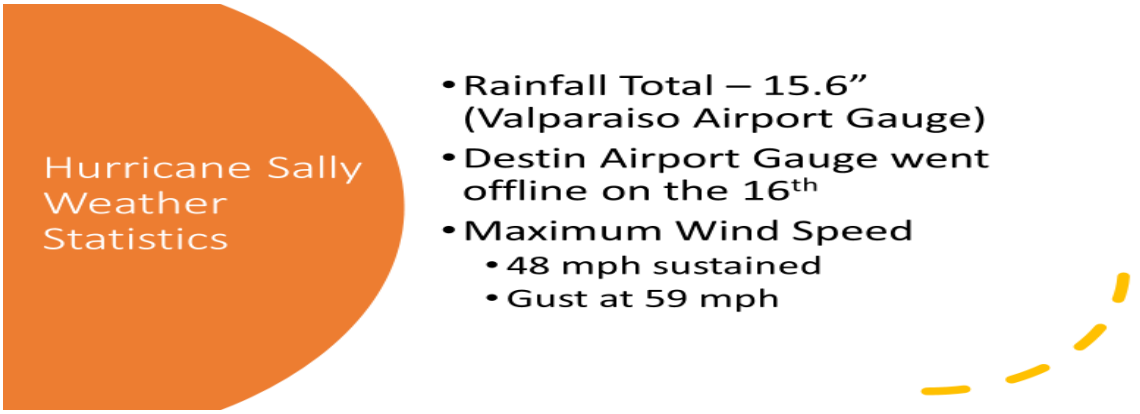
Ms. Bell noted that the City passed a resolution in January 2018 providing some funding for phase 2 of the Stormwater Master Plan. She stated that Holiday Isle ought to be included in the mapping of the Stormwater Master Plan as they definitely have a stormwater problem.

Ms. Teresa Hebert, a Destin resident and the Chairperson of the Parks and Recreation Committee, addressed the Clement Taylor Park workshop scheduled for September 28th. She stated that the committee fully supports the workshop and asks that it be fully publicized encouraging people to attend as many people have a keen interest on this issue. She wants to ensure her committee is a full participant in that workshop.

4. CITY MANAGER REPORTS

A. Hurricane Sally Update

Public Services Director and Emergency Manager Michael Burgess provided the following post Hurricane Sally update:



Flooded Areas

- Heritage Run (Vintage Circle)
  - The Heritage Run subdivision saw an accumulation of water late Tuesday night and into Wednesday. The pumps (2-5000gpm and 1-500gpm were all functioning in the "On" position but were experiencing issues when set into the "Auto" position.
- City Response
  - Staff manned this system periodically during the event running it in the "On" mode all night and into Wednesday.
- After-Action: Gilbert Pumps was on-site today addressing the "Auto" operations issues.



Flooded Areas

- Quail Court
  - Quail Ct. is a private development comprised of a mix of townhomes and duplexes within a closed basin, meaning that it has no way of draining to lower properties. No homes were flooded but the streets within the development saw accumulation of 4-6".
- City Response
  - City staff set up a 4" pump to drain the cul-de-sac and adjacent yards. Pumping lasted only a few hours.
- After-Action: None





Flooded Areas

- Calhoun Drive (Across from Ft. Benning MWR site)
  - This system drains several lots between Calhoun Ave and areas on the northwest side of Bay Court. This area historically floods in heavy events as it discharges to the Bay. When the Bay rises, a sluice gate is lowered preventing the Bay from encroaching into the neighborhood.
- City Response
  - Four pumps were set up and run for 30+ continuous hours running pipes over Calhoun Avenue and into the retention area at the MWR site.



Flooded Areas

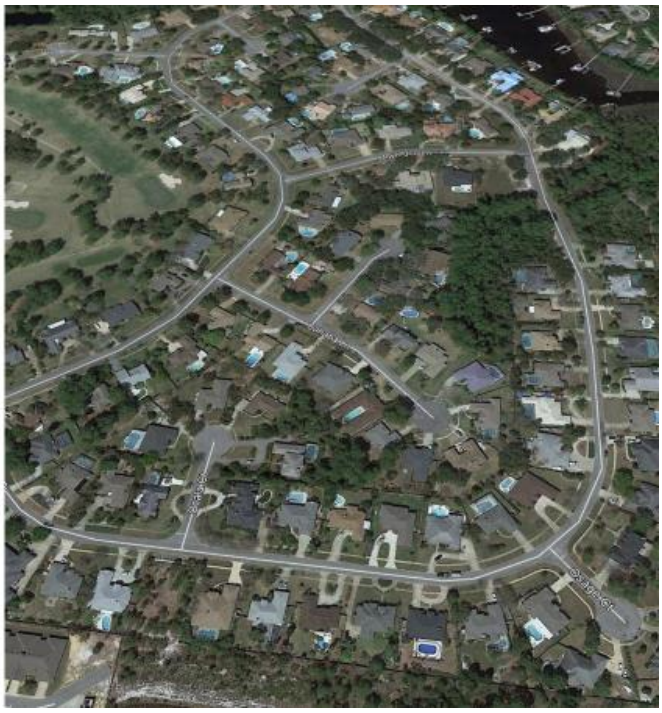
- Joe's Bayou, 1st and 2nd Streets
  - Caused by the Bay encroaching into the Park and over Beach Drive, creating flooding on 1st and 2nd streets and adjacent areas.
- City Response
  - Joe's Bayou Parking Lot was closed
  - Street Sweeper will remove debris from the parking lot and area streets this week





Flooded Areas

- Indian Bayou
  - Indian Bayou saw several streets get flooded to depths of 6-8" in places and water did get into a few homes.
- City Response
  - During the event, the outfall became partially blocked with pine straw and other yard debris that kept the system from performing optimally. The debris was removed by staff and the neighborhood drained in a matter of hours. No pumping was necessary though Staff did prepare a pump station.
- After-Action: Staff will research easements and will work with the HOA to determine a more permanent solution.



Destiny, Four Prong Lake

- Closed Basin
- Lake rose several feet during the storm event and flooded interior streets
- Water got very close to homes
- City Response
  - Set up a 6" pump at Crab Trap (~1000 gpm)
  - 2nd Pump set up on Saturday, a loner from Jacksonville Utilities.
  - Will take several days to draw the lake down 1'.



Flooded Areas

- Gulf Shore Drive (various areas)
- City Response
  - Set out cones to block off flooded travel lanes
  - Set up Pump on Gulf Breeze Court (x2)
- After-Action: Follow-Up on drainage system layouts



Other Damage to City Facilities

- Old Post Office at Fishing Museum
- Joe's Bayou Docks
- Leonard Destin Beach Area
- Morgan's Sports Center
- Mattie Kelly Pier
- Norriego Point
- Traffic Signals



Beach Erosion

- Hurricane Sally scoured our beaches and affected both public and private structures.
- City Response: City crews have collected debris and sections of wooden structures from our Beach Parks.
- After-Action: Coordination with the County for beach raking, reconstruction of damaged public amenities and pickup of damaged beach vendor structures. Volunteer groups have already begun cleaning the beaches along with City Staff.



Beach Clean-Up Efforts

Shoreline Church worked yesterday to clean up our beaches along with City Staff.

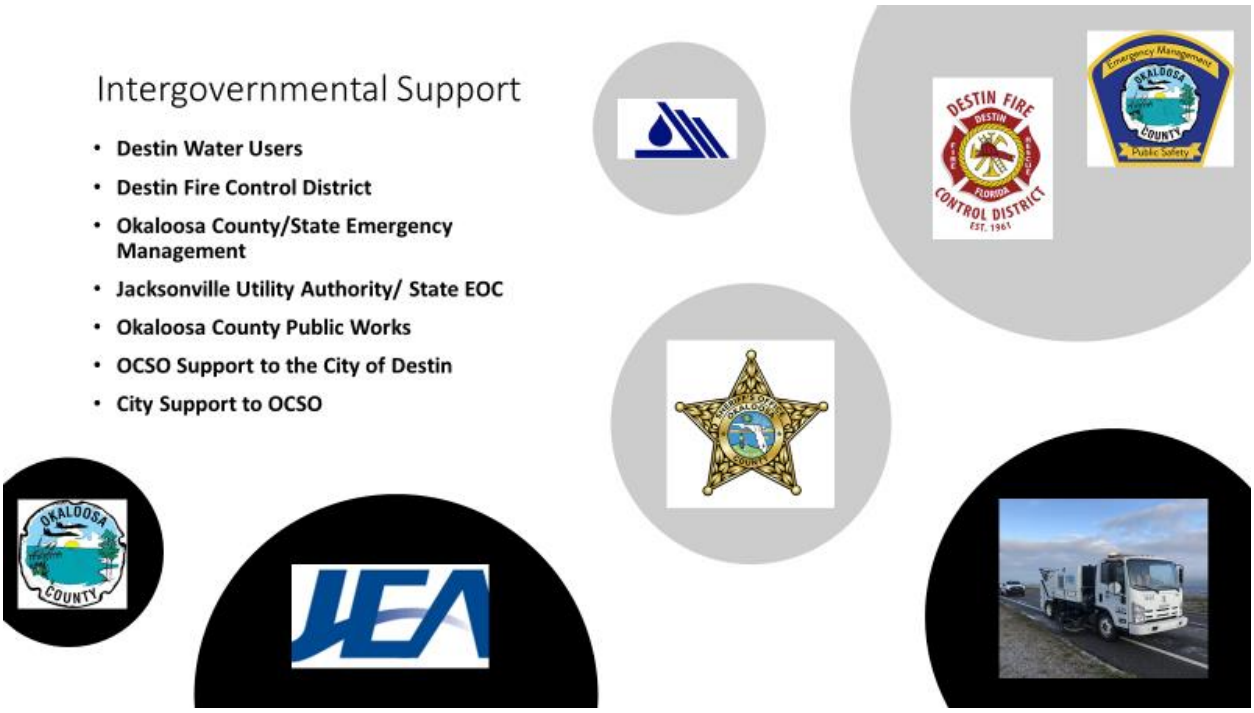
shoreline church .net











Councilmember Menchel pointed out that the water level at Sunset Lake is as high as Four Prong Lake. He asked staff to investigate the need to pump Sunset Lake as well as storm water runs into that lake.

Councilmember Ramswell pointed out there are lots of hazardous debris on the beach following the storm and the lack of available information hampered the beach cleanup efforts. She asked staff to work with the County and other appropriate entities to create a plan that would help facilitate information to the public to improve the debris cleanup efforts on the beach.

Councilmember Ramswell also noted there had been a lot of issues with collection of yard debris. She asked if there was anything the Council could do to facilitate pickup.

The Deputy City Manager Webb Warren reported that staff had been in constant contact with Waste Management before and immediately following the storm. Due to the obvious volume of yard debris, Waste Management sent out 6 trucks on Friday, 9 trucks on Saturday, and additional trucks on Sunday to try to keep up with the yard debris. They were not able to pick up all the yard debris, but they ensured the City they are keeping up with the contract standard. Code Compliance and Public Services staff will be working with Waste Management this week to monitor how much debris is still accumulating in the City. If City staff or Waste Management does not believe they have the resources necessary to keep up with the amount of storm debris, staff would like to examine a third-party option to assist, which could come from the City's storm debris removal contract which is usually designed for larger scale operations.

Councilmember Ramswell wants to make sure the existing contract with Waste Management allow for emergency pickup following a major storm with no extra charges to residents.

B. Feline Friends/Feral Cat Services

According to the Deputy City Manager, Feline Friends has demonstrated concern of being able to fulfill obligations associated with a Fiscal Year 2021 contract due to COVID-19 and limitations of volunteers. Staff would like to further discuss the issue with Feline Friends as well as look at any other potential options for feral cat control and bring them back to Council for consideration.

Councilmember Destin moved to examine options for feral cat control for Destin and bring back to Council for consideration; seconded by Councilmember Marler.

Councilmember Menchel asked if they still have feeding stations in Destin and weather Feline Friends have been emptying them as they promised the City last year.

According to the Deputy City Manager, Feline Friends still have feeding stations in Destin and they are emptying them; but, he is not sure to what degree their service level is during this pandemic and the recent storm as well as the problems they are having with volunteers.

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

C. Panhandle Animal Welfare Animal Control Services Update

The Deputy City Manager noted that staff has been analyzing the service levels and measurements of the current PAWS contract. Staff met with Ms. Traci Williams, the new PAWS Director to discuss concerns over past and existing service levels from PAWS for the City of Destin. Staff also expressed concerns of the quality of performance metrics received from PAWS. Ms. Williams took great time to explain some past systematic issues as well as recent corrections and additional proposed solutions to these concerns. He continued that staff would like to continue to work with the new PAWS Director, Okaloosa County, as well as Code Compliance staff to evaluate service levels and to create improved performance metrics for Council and staff. Staff would also like to bring back a first quarter report for FY 2021 for discussion at a February 2021 Council meeting.

Councilmember Destin moved to provide a FY 2021 First Quarter Report to Council on the PAWS contract no later than the last meeting in February 2021; seconded by Councilmember Ramswell.

Councilmember Menchel noted there is a possibility that PAWS could be under investigation by the State Attorney's Office, and that staff should investigate this matter with the State Attorney to determine any impact it may have on the City's contract with PAWS.

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

D. Cares Act Subrecipient Agreement

Grants/Project Manager Jeffrey Cozadd explained that the sub-recipient agreement between the County and the City of Destin is required for the distribution of the Cares Act Fund. Fund will be used only for COVID-19 related expenses. These funds will be given to the City in a lump sum payment soon after the agreement is completed. The remainder of the funds would be through reimbursements only.

Motion by Councilmember Overdier, seconded by Councilmember Menchel, to authorize and direct the City Manager, or his designee, to execute the CARES Act Subrecipient Agreement with Okaloosa County passed 7-0 (Council members Morgan, Destin, Marler, Overdier, Menchel, Ramswell and Braden voted "yes").

E. COVID-19 Grant Program Update

Mr. Cozadd noted that the City partnered with Okaloosa County in their Small Business COVID-19 Grant Program as administered by the Small Business Development Center (SBDC) at UWF for the total amount of $103,000. After processing the applications, the SBDC reported to the City that approximately $40,000 was expended to grant applications, which leaves approximately $60,000 in grant funds that were not utilized. The SBDC is willing to administer another application period if the City decides that it would like another round if grant application. Okaloosa County has approved 6 new COVID-19 related grant opportunities at this time. There is also a range of different programs being offered to address a wide variety of needs demonstrated by the impact of COVID-19 in the community. At this time, the City could choose to discontinue their grant program and request the obligated grant funds held by SBDC be returned and encourage individual interested in COVID-19 related assistance to apply for grants being offered by the County. The City could also approve SBDC recommendation to raise the grant award to $5,000, remove the storefront requirement, and remove the cap on employees.

The Mayor recommends raising the grant amount to $5,000 which would be more impactful to small businesses in Destin and changing one criteria in the grant program which is well intended, but also did not take into account businesses that operate and pay taxes within the City but reside outside the City.

Councilmember Ramswell pointed out that one of the suggestions for modification to expend the remaining funds was reducing a sales requirement but to increase the level of employees cap from 20 to 50, which seems sort of counter-intuitive since a lot of the business in the City are much smaller.

The Mayor noted that an average restaurant could employ 50 to 60 people, but he does not know who else outside of the restaurant industry in Destin would employ as many people.

Councilmember Morgan stated that the tourism season has been great and the restaurant businesses in Destin did very well despite the pandemic.

Councilmember Destin moved to discontinue Small Business COVID-19 Recovery Grant Program expenditures and request the unobligated portion of the grant funds be returned to the City. Councilmember Morgan provided a second to the motion. Motion passed 7-0 (Council members Morgan, Destin, Marler, Overdier, Menchel, Ramswell and Braden voted "yes").

F. Adopt-A-Street Program Update

Mr. Burgess addressed the following actions City staff has completed since the previous Council meeting.

- Staff has actively researched similar program in other Florida communities.
- The post-cleanup reporting process has been re-imagined providing greater ease-of-use
- New safety vests have been ordered to distribute to volunteers
- The Adopt-A-Street application process is being streamlined utilizing a "fill-able" and "submit-table" electronic form that will be posted on City's webpage
- The Adopt-A-Street program has been re-advertised via the City's website and social media platforms
- Staff is discussing the possibilities of expending the program to more site-specific location (traditional parks, beach parks, boardwalk, etc.)
- Discussions are underway to script, film, and publish a new Adopt-A-Street/Park/Spot safety video (rather than using an FDOT video)

Councilmember Ramswell asked whether City staff plans to reassign cleanup locations since some of the volunteers may no longer interested in continuing or have moved out of the City.

Mr. Burgess stated they plan to reach out to known volunteer groups to determine how many are still interested and want to continue.

Councilmember Menchel requests they consider having a regular Adopt-A-Street volunteers group cleanup day as they have done in the past and had a lot of success.

G. Complaint Policy Status & Updates

The Deputy City Manager noted that the City's Human Resources Manager has been working with legal counsel in drafting this policy and has a draft proposal currently under review by all the parties involved.

H. Announcements

I. Resolution 20-21 – FY 21 Law Enforcement Agreement (pulled from Consent Agenda)

Councilmember Menchel recommends they continue to push for the additional 10% bed tax money from the TDC for the next fiscal year; adding that tourism season has been great and so bed tax money is available. He reiterated that approximately 80% of the calls for service at the Sheriff's Office involves tourists and residents only receive 20% of the service.

Councilmember Menchel moved to adopt Resolution 20-21 accepting the FY 21 Law Enforcement Service Agreement to provide law enforcement services to the City of Destin by the Okaloosa County Sheriff's Office from October 1, 2020 to September 30, 2021. Councilmember Ramswell provided a second to the motion, which passes 7-0 (Council members Morgan, Destin, Marler, Overdier, Menchel, Ramswell and Braden voted "yes").

J. Council ratification of the Declaration of Civil Emergency (pulled from Consent Agenda)

The City Manager asked the Council to ratify his issuance of the Declaration of State of Emergency and approve extensions in the event they have to go after State and federal funding.

Motion by Councilmember Destin, seconded by Councilmember Ramswell, to approve and adopt Resolution 20-24, ratifying the issuance of the Declaration of State of Emergency for Hurricane Sally, and approve extensions to the Declaration as promulgated by the City Manager passed 7-0 (Council members Morgan, Destin, Marler, Overdier, Menchel, Ramswell and Braden voted "yes").

5. PUBLIC HEARINGS

A. Second 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 second 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 the proposed Fiscal Year 2021 operating millage rate for the City of Destin is 1.6150 mills, which is more than the roll back rate of 1.5491 mills by 4.25%.

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

Councilmember Menchel moved to approve Ordinance 20-25-CN on second reading, adopting the FY 2021 millage rate of 1.6150 mills, which is more than the rollback rate of 1.5491 mills by 4.25%. Councilmember Ramswell provided a second to the motion, which passes 7-0 (Council members Morgan, Destin, Marler, Overdier, Menchel, Ramswell and Braden voted "yes").

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

Councilmember Overdier moved for the adoption of Ordinance 20-26-CN on second reading to provide for a balanced budget for FY 2021; seconded by Councilmember Ramswell. Motion passed 7-0 (Council members Morgan, Destin, Marler, Overdier, Menchel, Ramswell and Braden voted "yes").

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

The City Attorney read proposed Ordinance 20-14-LC by title, and then presented it to the City Council on first reading.

> 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.

The City's Engineering Assistant Joe Bodi explained that the proposed ordinance would provide additional protection to the City's infrastructure by providing for guided or controlled boring technology, ensuring protection and repairing of City's existing infrastructure, and requiring registration and insurance of the boring companies working in the City.

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

Motion by Councilmember Marler, seconded by Councilmember Destin, to approve Ordinance 20-14-LC, Right-of-Way Protection, Trenchless Technologies with incorporated changes recommended by the Local Planning Agency passed 7-0 (Council members Morgan, Destin, Marler, Overdier, Menchel, Ramswell and Braden voted "yes").

D. First reading of Ordinance 20-24-LC – Regulating Low Speed Vehicles (LSV). Amending Article VIII "Transportation" and creating a new section 8.09.04 entitled "Alternative Modes of Transportation." Defining "Low Speed Vehicles." Providing for limited operation of low speed vehicles on certain City streets. Prohibiting Low Speed Vehicles on specified streets.

The City Attorney read proposed Ordinance 20-24-LC by title, and then presented it to the City Council on first reading.

> 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

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

Ms. Marcie Bell expressed concern over allowing LSVs at the intersection of Gulf Shore Drive and US Hwy 98, stating it is one of the most dangerous intersection in Destin. She added it is a road to nowhere as across the street is private property, and that it is not safe for LSVs to be crossing that intersection. She also reported seeing LSVs being driven on sidewalks and bike lanes, having underage drivers, carrying too many passengers, including infant in a baby carrier.

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

Councilmember Marler objects to allowing LSVs on Airport Road for safety reason. He also agrees that a lot of LSVs are being driven by underage drivers.

Councilmember Morgan noted that Airport Road is not safe for vehicles, let along LSVs; adding he cannot support encouraging more traffic on Airport Road.

Councilmember Ramswell alluded to a previous plan to open up the right-of-way that goes east and west from Airport Road to The Palms Shopping Center, which would be a much safer path.

Councilmember Morgan noted it is a Gulf Power easement, which is something previously discussed as a linear trail, which would be a great asset and solve a lot of problems with golf carts and pedestrians.

Councilmember Morgan moved to approve proposed Ordinance 20-24-LC, Low Speed Vehicle (LSV), with the exception of the following roadway additions for LSVs: Airport Road, Main Street, Indian Bayou Trail, and Gulf Shore Drive intersection; seconded by Councilmember Destin.

Councilmember Menchel pointed out there are many LSVs that cross Matthews Blvd and US Hwy 98 going to Publix Shopping Center; but at least there is a traffic light at that intersection. He continued he would prefer to have intersections with traffic lights where LSVs could go safely across. There are golf carts that cross intersections other than Indian Bayou Trail which need to be addressed.

Councilmember Morgan noted his motion is not taking away roads where LSVs are currently allowed, and that he would prefer to leave it that way for now.

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

Councilmember Ramswell asked staff to place "Linear Trail" on the next Council meeting agenda for discussion.

6. CONSENT AGENDA

A. Resolution 2019 - Emerald Coast Wildlife Refuge Contract
B. Extensions 22 and 23 to the Amended COVID-19 Declaration of State of Emergency
C. Council ratification of the Declaration of Civil Emergency
D. Resolution No. 20-21 – FY 21 Law Enforcement Agreement
E. Authorization for payment to TerraXplorations, Inc.

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

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

A. Councilmember Braden

Councilmember Braden asked staff to physically flag/mark, not just the footprint of proposed firehouse location at Clement Taylor park, but all areas the fire department plans to occupy and could potentially be affected by the project at the park site. This would include marking the building, driveway, parking areas (to include personal vehicle parking), swales and any required stormwater directly related to the project.

B. Councilmember Ramswell

C. Councilmember Menchel

Councilmember Menchel asked staff to ensure a live broadcast of the City Council Workshop on Clement Taylor Park.

Councilmember Menchel asked staff to follow up on the submerged land lease application and provide information to the Council.

Councilmember Menchel requested that the City Attorney provides Council a copy of the request for an opinion from the State Attorney General relating to Section 3.09 of the City Charter.

D. Councilmember Overdier

E. Councilmember Marler

1) Reconfiguration of 1st and 4th Street Intersection

Councilmember Marler informed Council that allowing the City's continuing services contractor Baskerville-Donovan to conduct the engineering study for his proposed realignment of the 1st Street and 4th Street intersection would cost less and be done faster than putting the project out for bid.

Councilmember Marler moved to allow the City's continuing services contractor Baskerville-Donovan to conduct the engineering study for the reconfiguration of the 1st Street and 4th Street intersection; seconded by Councilmember Ramswell.

Mr. Burgess explained the details of the engineering study and noted that utilizing the City's normal procurement process could take anywhere from 6 to 10 weeks to conduct the study.

Councilmember Menchel recommends following the normal procurement policy and not circumventing the Bid Committee process in this case.

Councilmember Destin inquired as to the cost of this project and whether it is budgeted.

Councilmember Marler explained it is unbudgeted, however there is a safety issue involved; adding that he has had two near misses at this location.

The City Attorney noted it would cost $23,025 for Baskerville-Donovan to do the design work for the intersection. He added he has reviewed the process and determined that Florida Statute related to procurement would not impact this particular procurement process and so the Council could either utilize the continuing services contractor or put this project out to bid.

Councilmember Destin stated if it cost $23,025 just for the design work, it could cost over $100,000 to do the realignment. He continued they should have had this discussion a few months back during the budget process so they could have reserved some funds for it. They just passed a balanced budget tonight and now they would have to pass an amendment for an unbudgeted expenditure.

Councilmember Ramswell asked if the Sheriff's Office could provide an accident report relating to this particular intersection.

Captain Howell stated he would need to obtain that data and provide it to the Council if they wish.

The Mayor called for a vote on the motion, which <u>failed 3-4</u> (Council members Ramswell, Overdier and Marler voted "yes; Council members Braden, Menchel, Destin and Morgan voted "no").

F. Councilmember Destin

G. Councilmember Morgan

H. Mayor Gary Jarvis

I. Land Use Attorney'

1) Workshop Destin Fire Control District Lease Clement Taylor Park

The Land Use Attorney announced that a workshop has been scheduled for Monday, September 28th, at 6:00 PM.

2) Ordinance Status Updates:

A) Roosters

The Land Use Attorney announced that the proposed ordinance to regulate roosters will be presented to Council for two readings in October.

B) Luxury RV Resorts as a Conditional Use in CMUV

The Land Use Attorney informed the Council the proposed ordinance designating Luxury RV Resorts as a Conditional Use in CMUV will be presented to the LPA on October 15th for review and recommendation, and then to the City Council for two reading in November.

C) Drones and Kites

The Land Use Attorney noted that the proposed ordinance to regulate drones and kites is currently being drafted. It should go before the Council by the November timeframe.

J. City Attorney

The City Attorney announced that a Special City Council Meeting on the undergrounding of utilities is scheduled for Tuesday, October 6th, at 6:00 PM. Mr. Schef Wright, the City's special counsel on the undergrounding project will be in attendance. The 3 firms that submitted a proposal will make a presentation to Council.

ADJOURNMENT

Having no further business at this time, the meeting was adjourned at 9:05 PM.

_____

Gary Jarvis, Mayor

ATTEST:

_____

Rey Bailey, City Clerk

ITEM # 2021-3145

CITY OF DESTIN

AGENDA ITEM

COUNCIL MEETING DATE: February 16, 2021
TYPE OF AGENDA ITEM: City Manager Report

TO: City Council

THRU: Lance Johnson, City Manager

FROM: Kimberly Kopp, Land Use Attorney

DATE: February 11, 2021

SUBJECT: Release of Code Compliance Lien

I. BACKGROUND:

This lien request came from a title company involved in the closing on sale of the subject property to a third party purchaser in good faith.

Although the City's Special Magistrate for Code Compliance did not place a lien on the subject property, other property owned by the former property owner did have a lien imposed. Further, under operation of law, when a code enforcement lien is placed on real property, all other property owned by the owner is subject to the lien. Since the subject property is in compliance and since no lien was specifically placed on the subject property, staff and the City Land Use Attorney recommend approval of the Partial Release of Lien.

II. DISCUSSION:

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

III. CONCLUSION:

IV. RECOMMENDED MOTION: Motion to approve partial release of lien

Attachments:

1. Partial Release of Mortgage

Prepared by and Return to:
Kerry Anne Schultz, Esq.
Schultz Law Group, P.L.L.C.
2779 Gulf Breeze Parkway
Gulf Breeze, Florida 32563
20-01061.RC

(Space above this line reserved for recording office use only)

PARTIAL RELEASE OF CODE ENFORCEMENT SPECIAL MAGISTRATE ORDER IMPOSING ADMINISTRATIVE FINE/LIEN AS TO CERTAIN REAL PROPERTY

The Order Imposing Administrative Fine/Lien against Mark Jones with the City of Destin Case Number 18-001979 and recorded in Official Records Book 3414, Page 4420, of the Public Records of Okaloosa County, Florida (the "Lien"), and for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does release the Lien against the following-described property located at 4767 Bonair Cay, Destin, Florida, and more particularly described as follows:

Lot 83, PHASE 1 OF DESTINY EAST, according to the plat thereof as recorded in Plat Book 16, Page 23, Public Records of Okaloosa County, Florida.

together with all improvements, equipment and fixtures now located thereon ("Released Property"), and all easements, privileges and rights benefiting the Released Property which are subject to the Lien; provided, however, it is expressly understood and agreed that this Partial Release does not in any way affect the Lien, as to the remainder of the property described therein.

Witness our hands and seals, on February _____, 2021.

Signed, sealed and delivered in our presence:

_____
Witness Name: _____

_____
Witness Name: _____

CITY OF DESTIN, FLORIDA

_____
By:_____
Its:_____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by [ ]physical presence or [ ]online notarization, this _____ day of February, 2021, by _____, as _____of City of Destin, Florida, and being [ ] personally known to me or [ ]who has produced a driver's license as identification, with full authority for all uses and purposes herein.

(Seal)

_____
Notary Public

ITEM # 2020-3063

CITY OF DESTIN

AGENDA ITEM

COUNCIL MEETING DATE: February 16, 2021
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

ITEM # 2021-3109

CITY OF DESTIN

AGENDA ITEM

COUNCIL MEETING DATE: February 16, 2021
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: February 9, 2021

SUBJECT: The applicant is requesting consideration of Conditional Use 21-01-CU, for a Panda Express quick service restaurant with a drive thru located at 34898 Emerald Coast Parkway. The project proposes to construct a 2,381 square foot restaurant and 400 square foot outdoor dining area.

I. BACKGROUND: Dan Waguespack is requesting a Conditional Use (21-01-CU) approval for a quick service restaurant. The existing site is approximately 0.7 acres and currently is the location of the vacant Edwin Watts Golf store. The applicant is proposing to demolish the existing building, parking lot, landscaping, and drive aisles, and reuse existing utilities and stormwater basins. The proposal includes a new 2,381 sq. ft. Panda Express restaurant with a drive-thru lane and ±400 square feet patio for outdoor dining. The associated Parcel ID is 00-2S-22-0588-0000-0030.

II. DISCUSSION: The proposed site is in the Commercial General (CG) Zoning District. The proposed use of a restaurant is a conditional use in the Commercial General (CG) zoning district. This is a review of the conditional use ONLY, and the site will be reviewed for full compliance with the City's Codes at the time a development order application is submitted. The following includes a review and analysis of the proposed use based on the Future Land Use element of the Comprehensive Plan and criteria for conditional uses outlined in the Land Development Code.

COMPREHENSIVE PLAN POLICY ELEMENTS:

As directed by the City's **Comprehensive Plan (Policy 1-2.3.2)**, the CG zoning district is intended to accommodate "retail, service, and other commercial uses, commercial hotels, motels, bed and breakfast establishments, other commercial

transient living accommodations as well as multiple-family short-term residential uses." The proposed use of restaurant is included in the service industry and therefore is in line with the intent of the CG district.

LAND DEVELOPMENT CODE/ZONING ELEMENTS:

The following includes a review and analysis of the proposed conditional use based on the criteria outlined in Section 7.12.10 of the Land Development Code:

CONDITIONAL USE ELEMENTS:

In accordance with **Section 7.12.10**, Land Development Code, Staff has provided the following review based on the requested conditional use:

Criteria for Conditional Use, per Article 7.12.10.C, Land Development Code:

LAND USE COMPATIBILITY:

Adjacent Land Uses: The proposed restaurant is a quick services restaurant along the Hwy 98 corridor bounded on Emerald Coast Parkway (US Hwy 98). The site is compatible with the current surrounding uses which include: a proposed gym and ice cream parlor to the west, restaurant to the east, and a shopping plaza and church complex to the south. There is an existing restaurant building with a drive-thru lane and a drive thru window within the plaza.

Offsite Impacts: There are no anticipated offsite impacts, as the proposed restaurant is similar in scale to other commercial developments in the area and is of sufficient size to accommodate all required landscaping and buffering needed to mitigate negative impacts.

SUFFICIENT SIZE, SITE SPECIFICATIONS, AND INFRASTRUCTURE:

Size: The applicant is proposing a 2,381 square feet restaurant, which is 22'6' tall, a 12' drive thru lane and 400 square feet patio for outdoor dining on a 0.7 acre parcel, which is large enough to accommodate all required facilities and design requirements related to a restaurant. As shown on the preliminary site plan, the applicant is proposing screening, buffers, landscaping, and off- street parking.

Access and Internal Circulation: Access is provided from Emerald Coast Parkway and an internal street within the development. Additionally, the

applicant is proposing to add a cross-access to the property directly to the east. This would allow for continued circulation between the two adjacent properties and the shopping center to the south.

Urban Design Enhancement: While the full design will be reviewed at the time a development order is submitted, the site is of sufficient size to provide the necessary screening, buffers, landscaping, setbacks, and open space as required by the Land Development Code.

PROPER USE OF MITIGATIVE TECHNIQUES:

The proposed site plan provides large buffers on all sides of the property and intends to utilize the existing driveway which connects to Highway 98. Additionally, by adding a cross access to the property to the east, a safe alternative is provided for patrons to visit multiple adjacent businesses without being required to use Emerald Coast Parkway for a short distance.

HAZARDOUS WASTE:
No hazardous waste is anticipated to be generated by this use.

OVER PROLIFRATION OF USE:

This portion of Emerald Coast Parkway is an already an established commercial corridor. The nearest restaurant with a drive-thru is located approximately one-third of a mile to the east of the proposed site. Therefore, the proposal of a restaurant is compatible with surrounding commercial uses without over proliferation of quick service restaurants.

COMPLIANCE WITH APPLICABLE LAWS AND ORDINANCES:

At the time the development order application is submitted, the project will be reviewed for compliance with all City requirements.

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

B. **Effect on Budget (EOB):**
C. **Level of Service (LOS):**

III. CONCLUSION:

LOCAL PLANNING AGENCY RECOMMENDATION:
At a public hearing on January 21, 2021, the Local Planning Agency unanimously recommended City Council approve Conditional Use 21-01-CU, after reviewing the application in terms of Article 7.12.10.C, Land Development

Code and taking public input into consideration.

As the proposed development satisfies all of the above-mentioned criteria required of a conditional use request, following the LPA recommendation, Staff recommends City Council approval of the proposed conditional use, 21-01-CU, pending the issuance of a development order and approval of all applicable City and State permits.

Please note, once a development order application has been submitted and reviewed by the Technical Review Committee, it will be required to be reviewed and approved by the Local Planning Agency and City Council prior to the issuance of a development order.

IV. RECOMMENDED MOTION:

I move that the City Council approve Conditional Use 21-01-CU, subject to the submission of a development order application and review and approval of all applicable City and State permits.

Attachments:

1. 21-01-CU_Application

City of Destin

Community Development Department

Planning Division

City of Destin Annex
4100 Indian Bayou Trail
Destin, Florida 32541
Phone (850) 654-1119 ● Fax (850) 460-2171

www.cityofdestin.com

REQUEST FOR LOCAL PLANNING AGENCY PUBLIC HEARING

CONDITIONAL USE APPLICATION

_____ – _____ – CU

(project number assigned by planning staff)

All applications must be emailed or shared with planning@cityofdestin.com.

A pre-application meeting is required prior to submitting this application. If a pre-application meeting has not been held, the application is considered incomplete and will not be processed. Completed applications shall be submitted to the Community Development Department – Planning Division, City of Destin Annex, 4100 Indian Bayou Trail, Destin, Florida 32541 or emailed to planning@cityofdestin.com.

You are fully responsible for researching and knowing any and all laws, which may be applicable and affect the outcome of the any decision on your application request. The City assumes no responsibility or liability relating to your failure to research and know all applicable laws including, but not limited to, state, federal and city laws, codes, land development regulations and comprehensive plan.

1. AGENT/APPLICANT: Dan Waguespack

Mailing Address: 1683 Walnut Grove Avenue

City: Rosemead State: CA Zip Code: 91770

Business Phone number: 626-799-9898 Fax number: 626-372-8288

Email: dan.waguespack@pandarg.com

2. PROPERTY OWNER: James Watts

Mailing Address: 308 West James Lee Boulevard

City: Crestview State: FL Zip Code: 32536

Business Phone number: 850-240-6031 Fax number: _____

3. PROPERTY INFORMATION:

Street Address: 34898 Emerald Coast Parkway, Destin, FL 32541

Legal Description: The Recorded Deed and Property Record Card are attached.
(Attach a copy of the Recorded Deed and Property Record Card)

Current Zoning: CG Future Land Use: CG

4. APPLICANT'S REQUEST (YOU MAY ATTACH A REQUEST COVER LETTER):

See attached.

5. IN ORDER TO SECURE A CONDITIONAL USE, THE LOCAL PLANNING AGENCY THAT YOUR CONDITIONAL USE REQUEST SATISFIES THE FOLLOWING CRITERIA OF THE CITY'S LAND DEVELOPMENT CODE (PLEASE PROVIDE A WRITTEN RESPONSE ALONG WITH ANY OTHER SUPPORTING DOCUMENTATION):

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

See attached.

B. *Sufficient site size, adequate site specifications, and infrastructure to accommodate the proposed use.* The size and shape of the site, the proposed access and internal circulation, and the urban design enhancements must be adequate to accommodate the proposed scale and intensity of the conditional use requested. The site shall be of sufficient size to accommodate urban design amenities such as screening, buffers, landscaping, open space, off-street parking, efficient internal traffic circulation, infrastructure and similar site plan improvements needed to mitigate against potential adverse impacts of the proposed use.

See attached.

C. *Proper use of mitigative techniques.* The applicant shall demonstrate that the conditional use and site plan have been designed to incorporate mitigative techniques needed to prevent adverse impacts to adjacent land uses. In addition, the design scheme shall appropriately address off-site impacts to ensure that land use activities in the immediate vicinity, including community infrastructure, are not burdened with adverse impacts detrimental to the general public health, safety and welfare.

See attached.

D. *Proper use of mitigative techniques.* The applicant shall demonstrate that the conditional use and site plan have been designed to incorporate mitigative techniques needed to

prevent adverse impacts to adjacent land uses. In addition, the design scheme shall appropriately address off-site impacts to ensure that land use activities in the immediate vicinity, including community infrastructure, are not burdened with adverse impacts detrimental to the general public health, safety and welfare.

See attached.

E. *Hazardous waste.* The proposed use shall not generate hazardous waste or require use of hazardous materials in its operation without use of city approved mitigative techniques designed to prevent any adverse impact to the general health, safety and welfare. The plan shall provide for appropriate identification of hazardous waste and hazardous material and shall regulate its use, storage and transfer consistent with best management principles and practices. No use which generates hazardous waste or uses hazardous materials shall be located in the city unless the specific location is consistent with the comprehensive plan and land development regulations and does not adversely impact wellfields, aquifer recharge areas, or other conservation resources.

See attached.

F. *Avoid over-proliferation of uses.* An over-proliferation of similar uses within a zoning district shall not be permitted. The City Council shall review the existing uses within the zoning district in determining whether a conditional use shall be approved or denied.

See attached.

G. *Compliance with applicable laws and ordinances.* A conditional use application shall demonstrate compliance with all applicable federal, state, county, and city laws and ordinances. Where permits are required from governmental agencies other than the city, these permits shall be obtained as a condition of approval. The city may affix other conditions to an approval of a conditional use in order to protect the public health, safety, and welfare.

See attached.

_____

_____

6. THE FOLLOWING ITEMS ARE REQUIRED FOR A COMPLETE APPLICATION:

✔ 1. Completed Application - The applicant must fill out all applicable areas of the application. The application must be submitted to the Planning Division of the Community Development Department, City Hall Annex, 4100 Indian Bayou Trail, Destin, Florida 32541 or emailed to planning@cityofdestin.com.

✔ 2. Letter of Request - The applicant must submit a letter of request that clearly states what they are requesting.

✔ 3. Proof of Ownership - The affidavit of ownership must be executed, notarized, and submitted. A letter of authorization is required if the applicant is other than the owner.

✔ 4. Agent Affidavit / Special Power of Attorney (if applicable) - If the applicant is other than the owner of the property under consideration for review.

✔ 5. Legal Description - A complete legal description of the subject property must be submitted for use in the legal advertisement.

✔ 6. Characteristics of the Proposed Conditional Use -

(1) Scale and intensity of the proposed conditional use as measured by the following:
- i. Floor area ratio.
- ii. Traffic generation.
- iii. Square feet of enclosed building for each specific use.
- iv. Proposed employment.
- v. Proposed number and type of service vehicles: and
- vi. Off-street parking needs.

(2) On- or off-site improvement needs generated by the proposed conditional use and not identified on the list in subsection including the following:
- i. Utilities.
- ii. Public facilities, especially any improvements required to ensure compliance with concurrency management.
- iii. Roadway or signalization improvements, or other similar improvements.
- iv. Accessory structures or facilities; and
- v. Other unique facilities/structures proposed as part of site improvements.

(3) On-site amenities proposed to enhance site and planned improvements. Amenities including mitigative techniques such as:
- i. Open space.
- ii. Setbacks from adjacent properties.
- iii. Screening and buffers:

iv. Landscaped berms proposed to mitigate against adverse impacts to adjacent sites; and
v. Mitigative techniques for abating smoke, odor, noise, and other noxious impacts.

✔ 7. Application Fee**:** Fee Schedule
(FY2019 Schedule of Fees, Resolution 19-11, adopted 08/05/19, effective 08/06/19)

Application fee includes Initial Submittal Reviews only. Subsequent Submittal Reviews and all mailing costs will be invoiced to the Applicant; invoices must be paid prior to submittal of additional Submittal Review Packages.

Accepted Payments are Cash, Check, MasterCard or Visa. Checks shall be made payable to the City of Destin and submitted to the Planning Division, Community Development Department, City Hall Annex, 4100 Indian Bayou Trail, Destin, Florida 32541

✔ 7. Site Plan - Submit a **DIGITAL** site plan (PDF's via SharePoint, Dropbox, or other document sharing site), to scale, showing the proposed improvement or location of the specific request. The site plan shall contain an affidavit that the plan accurately depicts the property, improvements and proposed improvements. The applicant may provide a current survey (not older than ninety (90) days), which provides the same information, in lieu of a site plan. Digital plans shall be emailed or shared with planning@cityofdestin.com

✔ 8. Additional Information – Any other documents or requirements, which are mandated by the Code or deemed necessary by staff in reference to the specific request, made may be required.

NOTE:

1. **In granting any conditional use, the Local Planning Agency may prescribe appropriate conditions and safeguards in conformity with any zoning ordinance. Violation of such conditions and safeguards, when made a part of the terms under which the conditional use is granted, shall be deemed a violation of the zoning ordinance.**

2. **The Local Planning Agency may prescribe a reasonable time limit within which the action for which the conditional use is required shall be begun or completed or both.**

3. **The City of Destin Planning Division will notify in writing abutting property owners of record within three hundred (300) feet of the subject property in accordance with LDC 2.17.00. The cost of this notification will be the responsibility of the applicant.**

4. **This application must be filled out completely and must be signed by the owner or his designated agent. If the applicant is different than the owner of the subject property, then an agent affidavit is required from the owner of the property that is under consideration for the Local Planning Agency hearing. The agent affidavit must be <u>completely</u> filled out and submitted with this application. If the property is in multiple ownership, then all of the owners or their designated agent(s) must sign this application.**

5. **A request for postponement must be submitted to the Community Development Department at least 10 working days prior to the originally scheduled meeting date. Costs for re-advertisements, public notice mailings, and all applicable fees will be the responsibility of the applicant.**

I HAVE READ THE INFORMATION IN THIS APPLICATION AND HAVE FILLED IN ALL ANSWERS CORRECTLY TO THE BEST OF MY ABILITY.

APPLICANT:

SIGNATURE:  DATE: 11/16/2020

PRINTED NAME: Dan Waguespack

Letter of Conditional Use Request

Panda Express – 34898 Emerald Coast Parkway, Destin, FL

4. APPLICANT'S REQUEST:

The applicant is requesting that a conditional use application for a Panda Express quick service restaurant at the property located at 34898 Emerald Coast Parkway be accepted. The applicant feels that the use would be harmonious and consistent with the surrounding area as this is a highly commercial corridor along U.S. 98 with many similar commercial uses.

Existing Conditions:

The prospective +/- 0.7-acre site for the proposed Panda Express is located within the city limits of Destin, Florida at 34898 Emerald Coast Parkway. The site is bound on the north by Emerald Coast Parkway (US98), on the west by a vacant building which is proposed to house a gym and an ice cream parlor, on the east by a restaurant, and on the south by a shopping plaza and church complex. The existing building to the west has an existing drive-thru lane and drive-thru window. In the existing condition, the site is occupied by a vacant Edwin Watts golf store complete with parking, landscaping, utilities, and a fire hydrant. The entire site is heavily overgrown by grass and weeds. Many of the trees and shrubs on site need to be trimmed or pruned.

Proposed Improvements:

Panda Express intends to demolish the existing Edwin Watts building, parking, interior landscaping, and drive-aisles. Panda Express intends to keep the existing driveway off of US98 intact and will try to reuse as much of the existing utilities wherever feasible.

Panda Express intends to construct a 2,381 SF, 22'-6" tall restaurant with a 12' wide drive-thru lane and approximately 400 SF patio for outdoor dining. The existing stormwater basins on site will be reused wherever feasible and an underground detention system will be installed to account for the removal of any unused existing retention basins.

5. IN ORDER TO SECURE A CONDITIONAL USE, THE LOCAL PLANNING AGENCY THAT YOUR CONDITIONAL USE REQUEST SATISFIES THE FOLLOWING CRITERIA OF THE CITY'S LAND DEVELOPMENT CODE (PLEASE PROVIDE A WRITTEN RESPONSE ALONG WITH ANY OTHER SUPPORTING DOCUMENTATION):

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

and other general commercial uses. The scale, intensity, and traffic impact of the proposed restaurant is similar to other quick service restaurants along the Hwy 98 corridor and is harmonious and consistent with the current uses in the immediate vicinity; therefore, granting of this conditional use will not cause any adverse impacts to the immediate vicinity.

b. *Sufficient site size, adequate site specifications, and infrastructure to accommodate the proposed use.* The size and shape of the site, the proposed access and internal circulation, and the urban design enhancements must be adequate to accommodate the proposed scale and intensity of the conditional use requested. The site shall be of sufficient size to accommodate urban design amenities such as screening, buffers, landscaping, open space, off-street parking, efficient internal traffic circulation, infrastructure and similar site plan improvements needed to mitigate against potential adverse impacts of the proposed use.

The proposed 0.70-acre site falls within the range of site size that Panda Express typically develops. As can be seen on the proposed site plan, the size and shape of the site allows for good circulation between the site and the adjacent properties. In order to improve the circulation of the area even more, the proposed site plan shows adding a cross-access to the property directly to the east of the Panda Express. This would provide full circulation between Panda Express, the two adjacent users, and the shopping center to the rear. Furthermore, the size of the site is adequate to provide the required screening, buffers, landscaping, off-street parking, etc. as can be seen on the proposed site plan.

c. *Proper use of mitigative techniques.* The applicant shall demonstrate that the conditional use and site plan have been designed to incorporate mitigative techniques needed to prevent adverse impacts to adjacent land uses. In addition, the design scheme shall appropriately address off-site impacts to ensure that land use activities in the immediate vicinity, including community infrastructure, are not burdened with adverse impacts detrimental to the general public health, safety and welfare.

The proposed site plan provides larger buffers on all sides from the property lines than is required by code. The proposed site plan also intends to leave the existing driveway connection to U.S. 98 as is. Public safety and welfare should be increased due to the proposed site plan introducing a cross-access point to the adjacent property to the east. All applicable codes and criteria will be met for the design of the proposed site and no adverse impacts to the public are anticipated.

d. *Proper use of mitigative techniques.* The applicant shall demonstrate that the conditional use and site plan have been designed to incorporate mitigative techniques needed to prevent adverse impacts to adjacent land uses. In addition, the design scheme shall appropriately address off-site impacts to ensure that land use activities in the immediate vicinity, including community infrastructure, are not burdened with adverse impacts detrimental to the general public health, safety and welfare.

This item appears to be a copy of item c above; therefore, please reference the response to item c.

e. *Hazardous waste.* The proposed use shall not generate hazardous waste or require use of hazardous materials in its operation without use of city approved mitigative techniques designed to prevent any adverse impact to the general health, safety and welfare. The plan shall provide for appropriate identification of hazardous waste and hazardous material and shall regulate its use, storage and transfer consistent with best management principles and practices. No use which generates hazardous waste or uses hazardous materials shall be located in the city unless the specific location is consistent with the comprehensive plan and land development regulations and does not adversely impact wellfields, aquifer recharge areas, or other conservation resources.

The proposed use is a restaurant with a drive-thru which does not generate hazardous waste, nor does it require the use of hazardous materials in its operation; therefore, no adverse impacts to wellfields, aquifer recharge areas, or other conservation resources are anticipated.

f. *Avoid over-proliferation of uses.* An over-proliferation of similar uses within a zoning district shall not be permitted. The City Council shall review the existing uses within the zoning district in determining whether a conditional use shall be approved or denied.

The nearest restaurant with a drive-thru is the Sonic located approximately one-third of a mile to the east of the proposed site at 34960 Emerald Coast Parkway. No other similar uses within the same zoning are within the vicinity of the proposed site. As mentioned in 5a above, the overall character of the zoning is commercial, even though there are not many quick service restaurants.

g. *Compliance with applicable laws and ordinances.* A conditional use application shall demonstrate compliance with all applicable federal, state, county, and city laws and ordinances. Where permits are required from governmental agencies other than the city, these permits shall be obtained as a condition of approval. The city may affix other conditions to an approval of a conditional use in order to protect the public health, safety, and welfare.

The proposed project intends to obtain all required permits from all governmental agencies. the site plan as proposed meets all requirements from the City of Destin.

RW MANAGEMENT, LLC

November 10, 2020

Re: Letter of Authorization

To Whom It May Concern:

I, James Watts, am the owner of RW Management which is the owner of the property at 34898 Emerald Coast Parkway, Destin, FL 32541. Please let this letter serve as authorization for CFT NV Developments, LLC; Panda Express, Inc.; and Ingenium Enterprises, LLC, to apply for and obtain all required permits and entitlements for the proposed Panda Express project at the property located at 34898 Emerald Coast Parkway, Destin, FL 32541.

Sincerely,

James Watts

RW Management

Joyce Arnette
NOTARY PUBLIC
STATE OF FLORIDA
Comm# GG242009
Expires 8/24/2022

Telephone 850.398.8745 • Fax 850.398.8746
308 W. James Lee Boulevard • Crestview, Florida 32536

AGENT AFFIDAVIT
SPECIAL POWER OF ATTORNEY

KNOWN ALL MEN BY THESE PRESENTS, THAT I, James Watts am

presently the owner and/or leaseholder at 34898 Emerald Coast Pkwy, Destin, and desiring

to execute a Special Power of Attorney, have made, constituted and appointed, and by these presents do

make, constitute and appoint CFT NV Developments, LLC

whose address is 1120 N. Town Center Drive, Suite 150, County of Clark, State of Nevada,

my Attorney-in-Fact to act as follows, GIVING AND GRANTING unto said attorney full power to act as

my agent in any and all matters pertaining to: permitting and entitlements for the proposed Panda Express located at 34898 Emerald Coast Parkway, Destin, FL 32541.

FURTHER, I do authorize the aforesaid Attorney-in-Fact to perform all necessary acts in the execution of the aforesaid authorization with the same validity as I could effect if personally present. Any act or thing lawfully done hereunder by the said attorney shall be binding on myself and my heirs, legal and personal representative, and assigns.

PROVIDED; however, that any and all transactions conducted hereunder for me or for my account shall be transacted in my name, and that all endorsements and instruments executed by the said attorney for the purpose of caring out the foregoing powers shall contain my name, followed by that of my said attorney and the designation "Attorney-in-Fact."

OWNER

Signature

James Watts
Printed Name

STATE OF Florida

COUNTY OF Okaloosa

The foregoing instrument was acknowledged before me by means of physical presence ✓ or online notarization ___, this 11th day of Nov, 2020, by James Watts (name of person acknowledging).

Signature of Notary

Joyce Arnette
Printed Name of Notary or Seal

Personally known ✓ OR Produced Identification ____

Type of Identification Produced ____

Joyce Arnette
NOTARY PUBLIC
STATE OF FLORIDA
Comm# GG242009
Expires 8/24/2022

AGENT AFFIDAVIT
SPECIAL POWER OF ATTORNEY

KNOWN ALL MEN BY THESE PRESENTS, THAT I, James Watts am

presently the owner and/or leaseholder at 34898 Emerald Coast Pkwy, Destin, and desiring

to execute a Special Power of Attorney, have made, constituted and appointed, and by these presents do

make, constitute and appoint CFT NV Developments, LLC

whose address is 1120 N. Town Center Drive, Suite 150, County of Clark, State of Nevada,

my Attorney-in-Fact to act as follows, GIVING AND GRANTING unto said attorney full power to act as

my agent in any and all matters pertaining to: permitting and entitlements for the proposed Panda Express located at 34898 Emerald Coast Parkway, Destin, FL 32541.

FURTHER, I do authorize the aforesaid Attorney-in-Fact to perform all necessary acts in the execution of the aforesaid authorization with the same validity as I could effect if personally present. Any act or thing lawfully done hereunder by the said attorney shall be binding on myself and my heirs, legal and personal representative, and assigns.

PROVIDED; however, that any and all transactions conducted hereunder for me or for my account shall be transacted in my name, and that all endorsements and instruments executed by the said attorney for the purpose of caring out the foregoing powers shall contain my name, followed by that of my said attorney and the designation "Attorney-in-Fact."

OWNER

Signature

James Watts
Printed Name

STATE OF Florida

COUNTY OF Okaloosa

The foregoing instrument was acknowledged before me by means of physical presence ✓ or online notarization ___, this 11th day of Nov., 2020, by James Watts (name of person acknowledging).

Joyce Arnette
Signature of Notary

Joyce Arnette
Printed Name of Notary or Seal

Personally known ✓ OR Produced Identification ____

Type of Identification Produced ____

Joyce Arnette
NOTARY PUBLIC
STATE OF FLORIDA
Comm# GG242009
Expires 8/24/2022

Okaloosa County Property Appraiser

Parcel Summary

Parcel ID	00-2S-22-0588-0000-0030
Location Address	34898 EMERALD COAST PKWY DESTIN 32541
Neighborhood	DEE HWY98@MID BAY BR (100501.10)
Brief Tax Description*	CRYSTAL BCH PLAZA II LOT 3 *The Description above is not to be used on legal documents.
Property Use Code	STORES, 1 (001100)
Sec/Twp/Rng	00-2S-22
Tax District	Destin (District 10)
Millage Rate	12.6845
Acreage	0.000
Homestead	N
Acreage (GIS)	0.72
Business Name	WATTS GOLF SHOPS
Fire District	N/A

View Map

Owner Information

Primary Owner
Rw Management Ltd
308 W James Lee Blvd
Crestview, FL 325360000

Valuation

	2020 Certified Values	2019 Certified Values	2018 Certified Values	2017 Certified Values
Building Value	$409,825	$393,941	$368,418	$322,373
Extra Features Value	$12,373	$12,373	$12,373	$12,373
Land Value	$632,120	$632,120	$625,862	$596,059
Land Agricultural Value	$0	$0	$0	$0
Agricultural (Market) Value	$0	$0	$0	$0
Just (Market) Value	**$1,054,318**	**$1,038,434**	**$1,006,653**	**$930,805**
Assessed Value	$1,054,318	$1,038,434	$1,006,653	$930,805
Exempt Value	$0	$0	$0	$0
Taxable Value	$1,054,318	$1,038,434	$1,006,653	$930,805
Maximum Save Our Homes Portability	$0	$0	$0	$0

"Just (Market) Value" description - This is the value established by the Property Appraiser for ad valorem purposes. This value does not represent anticipated selling price.

Land Information

Code	Land Use	Number of Units	Unit Type	Frontage	Depth
001100	STORE 1FLR	142.00	FF	0	210

Building Information

Building 1

Type	RETAIL STR
Total Area	7,074
Heated Area	6,986
Exterior Walls	WD FR STUC; .
Roof Cover	BUILT-UP; .
Interior Walls	CUST PANEL; .
Frame Type	STEEL
Floor Cover	CARPET; .
Heat	AIR DUCTED
Air Conditioning	CENTRAL
Bathrooms	0
Bedrooms	0
Stories	1
Actual Year Built	1995
Effective Year Built	1995

Extra Features

Code	Description	Number of Items	Length x Width x Height	Units	Unit Type	Effective Year Built
ASPHAT	ASPHALT C	1	0 x 0 x 0	11,100	SF	1995
WALKCM	WALKWAY C	1	0 x 0 x 0	1,133	SF	1995

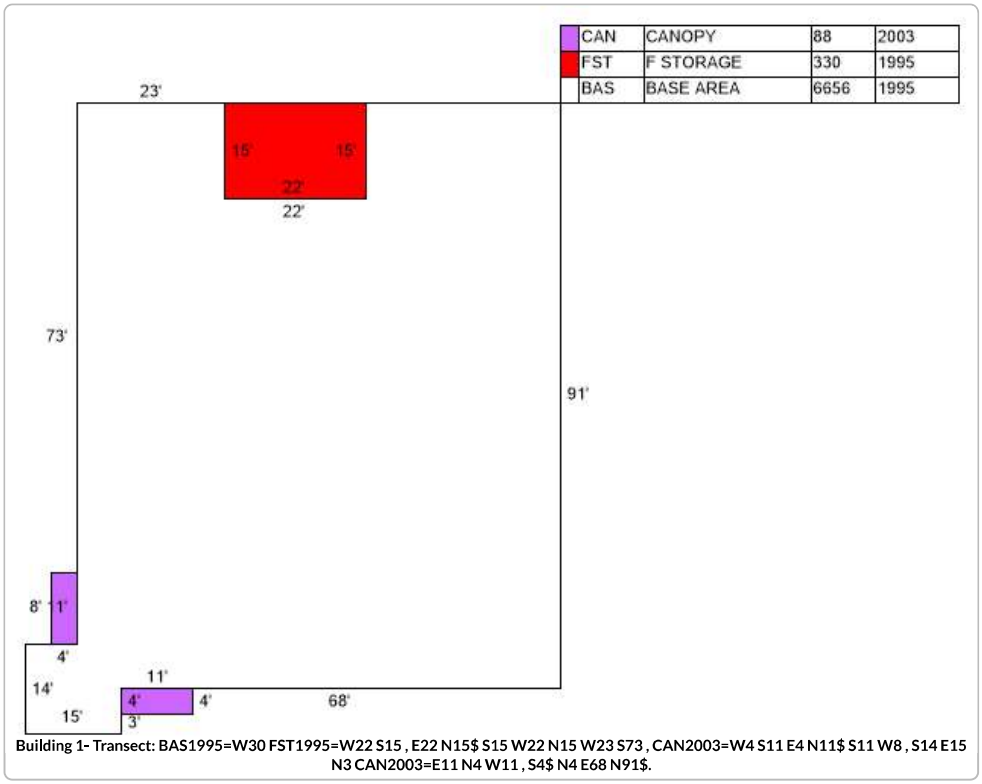
Building Area Types

Type	Description	Sq. Footage	Year
BAS	BASE AREA	6,656	1995
FST	F STORAGE	330	1995
CAN	CANOPY	88	2003

Sales

Multi Parcel	Sale Date	Sale Price	Instrument	Book	Page	Qualification	Vacant/Improved	Grantor	Grantee
N	07/27/2006	$1,300,000	WD	2735	241	Unqualified (V)	Improved	WATTS INVESTMENTS LTD	R W MANAGEMENT LTD
N	08/27/1997	$100	WD	2093	1546	Unqualified (U)	Improved	WATTS INVESTMENTS	WATTS INVESTMENTS LTD
N	07/01/1995	$20,000	WD	1932	559	Unqualified (U)	Vacant		WATTS INVESTMENTS

Sketches



Building 1- Transect: BAS1995=W30 FST1995=W22 S15 , E22 N15$ S15 W22 N15 W23 S73 , CAN2003=W4 S11 E4 N11$ S11 W8 , S14 E15 N3 CAN2003=E11 N4 W11 , S4$ N4 E68 N91$.

Print Sketches

Generate Owner List by Radius

Distance:

100

Feet

Use Address From:

Owner Property

Select export file format:

Address labels (5160)

International mailing labels that exceed 5 lines are not supported on the Address labels (5160). For international addresses, please use the xlsx, csv or tab download formats.

Show All Owners

Show Parcel ID on Label

Skip Labels

0

Download

The Okaloosa County Property Appraiser's Office (OCPA) makes every effort to produce the most accurate information possible. No warranties, expressed or implied, are provided for the data herein, its use or interpretation. Just (Market) Value is established by the Property Appraiser for ad valorem tax purposes. It does not represent anticipated selling price. Current year assessments are as of January 1st and are based on previous year sales activity. All website information is subject to change

User Privacy Policy

GDPR Privacy Notice

Developed by Schneider GEOSPATIAL

Last Data Upload: 11/6/2020, 11:40:29 AM

Version 2.3.92

FILE # 2361394 RCD: 09/12/2006 @ 10:39 AM, BK: 2735 PG: 241 RECORDING: $15.00 RECORDING ARTICLE V: $12.00 DEED DOCSTAMPS $9100.00 DEPUTY CLERK GDUNEVANT DON W. HOWARD, CLERK OF COURTS, OKALOOSA COUNTY FL

Without benefit of title examination
this instrument was prepared by:
Wright Moulton
Moulton McEachern & Walker
5041 Bayou Boulevard, Suite 300
Pensacola, FL 32503

Property Appraisers Parcel
Identification No.: 00-2S-22-0588-0000-0030

STATE OF FLORIDA
COUNTY OF OKALOOSA

WARRANTY DEED

Watts Investments, Ltd., a Florida limited partnership, for and in consideration of Ten Dollars ($10.00) and other good and valuable considerations, the receipt of which is acknowledged, conveys to RW Management, Ltd., a Florida limited partnership, whose post office address is 900 Sara Drive, Shalimar, FL 32579, its successors and assigns, forever, the real property described on annexed Exhibit A.

Grantor fully warrants title to the above-described property and will defend the same against the lawful claims of all persons whomsoever.

DATED this 27th day of July, 2006.

Signed, sealed and delivered
in the presence of:

Print Name: Harry W. Gates

Print Name: Wright Moulton

WATTS INVESTMENTS, LTD., a Florida limited partnership

By Its General Partner

WATTS MANAGEMENT, INC., a Florida corporation

By: James R Watts

James R. Watts
Its President

STATE OF FLORIDA
COUNTY OF OKALOOSA

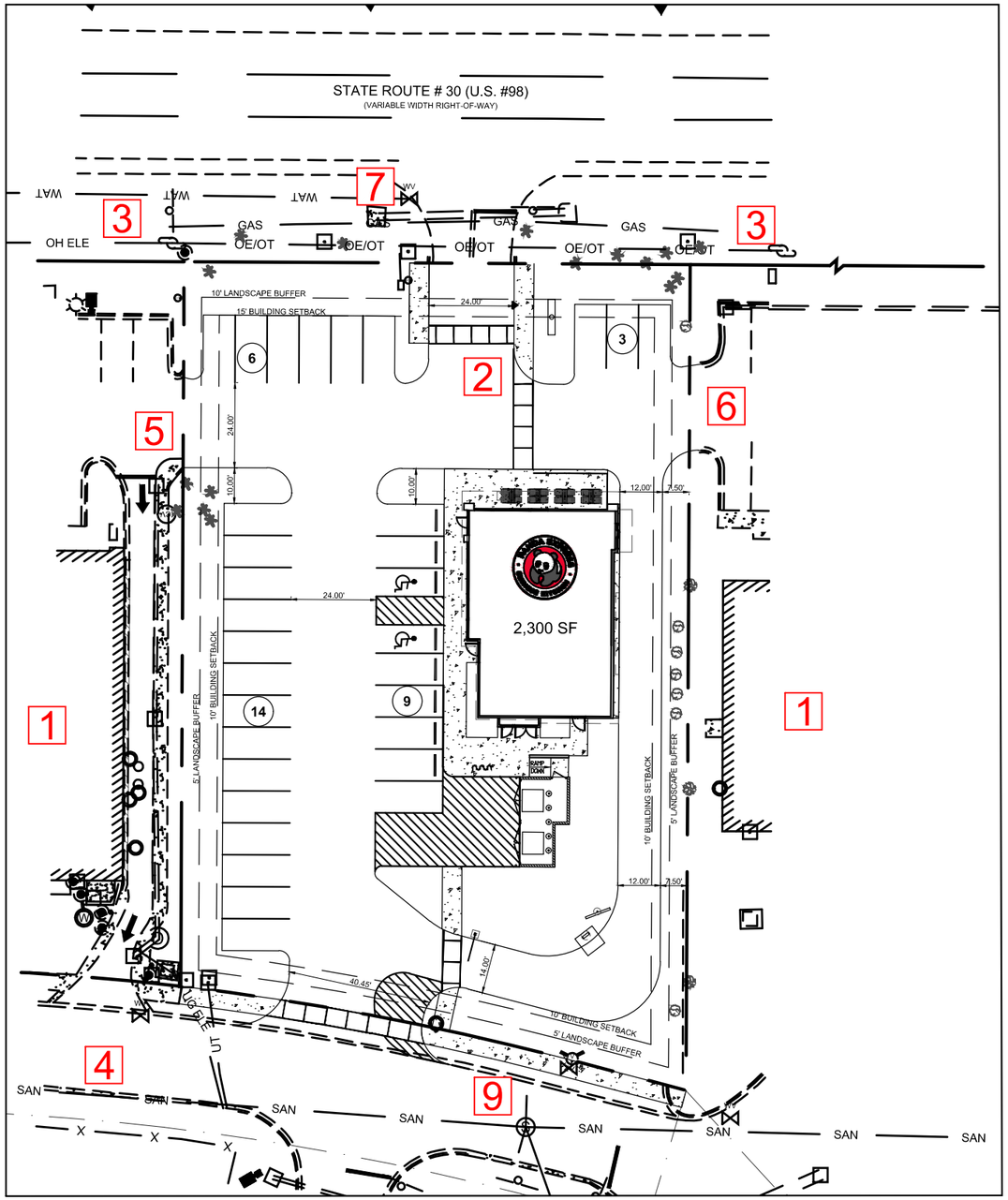
The foregoing instrument was acknowledged before me this 27th day of July, 2006 by James R. Watts, President of Watts Management, Inc., a Florida corporation, as General Partner of Watts Investments, Ltd., a Florida limited partnership, on behalf of the corporation, who is personally known to me.

Wright Moulton
Notary Public, State of Florida

WRIGHT MOULTON
MY COMMISSION EXPIRES
SEPT 2, 2008
DD 320733
NOTARY PUBLIC, STATE OF FLORIDA

EXHIBIT A

Lot 3, CRYSTAL BEACH PLAZA 2, A Resubdivision of Lots 3 and 4, Crystal Beach Plaza, as recorded in Plat Book 15, Pages 33 and 34, being recorded in Plat Book 15, Pages 86 & 87, of the Public Records of Okaloosa County, Florida.



CHARACTERISTICS OF PROPOSED CONDITIONAL USE

1. SCALE AND INTENSITY:
   a. FLOOR AREA RATIO: 0.077
   b. TRAFFIC GENERATION: 78 PM PEAK HOUR TRIPS ANTICIPATED
   c. SF OF ENCLOSED BUILDING: 2,381 SF
   d. PROPOSED EMPLOYMENT: UP TO 15 EMPLOYEES
   e. PROPOSED NUMBER AND TYPE OF SERVICE VEHICLES: ONE REFUSE TRUCK FOR TRASH COLLECTION AFTER HOURS AND ONE WB-67 SEMI-TRAILER FOR DELIVERIES AFTER HOURS
   f. OFF-STREET PARKING NEEDS: 30-40 OFF-STREET SPACES

2. ON OR OFF-SITE IMPROVEMENT NEEDS:
   a. UTILITIES: SITE WILL REQUIRE GAS, WATER, ELECTRIC, TELECOM, AND SANITARY SEWER SERVICE. ALL REQUIRED UTILITIES ARE AVAILABLE TO THE SITE.
   b. PUBLIC FACILITIES: NO PUBLIC FACILITY IMPROVEMENTS ARE EXPECTED TO BE REQUIRED FOR THE PROPOSED USE. THE EXISTING FACILITIES ARE EXPECTED TO BE ADEQUATE TO SERVE THE SITE.
   c. ROADWAY OR SIGNALIZATION IMPROVEMENTS: NO ROADWAY OR SIGNALIZATION IMPROVEMENTS ARE REQUIRED. THE SITE IS AN EXISTING COMMERCIAL SITE WITH EXISTING ACCESS TO US98. A NEW CROSS-ACCESS WILL BE PROPOSED BETWEEN THE SUBJECT SITE AND THE ADJACENT SITE TO THE EAST.
   d. ACCESSORY STRUCTURES OR FACILITIES: A DUMPSTER ENCLOSURE WHICH MEETS ALL CITY REQUIREMENTS WILL BE CONSTRUCTED NEAR THE REAR OF THE SITE.
   e. OTHER UNIQUE STRUCTURES OR FACILITIES PROPOSED AS PART OF SITE IMPROVEMENTS: NONE.

3. ON-SITE AMENITIES PROPOSED TO ENHANCE SITE & PLANNED IMPROVEMENTS:
   a. OPEN SPACE: ENOUGH GREEN SPACE WILL BE PROVIDED TO MEET THE 25% GREEN SPACE REQUIREMENT.
   b. SETBACKS FROM ADJACENT PROPERTIES: ALL CITY IMPOSED SETBACKS WILL BE ADHERED TO.
   c. SCREENING AND BUFFERS: LANDSCAPING WILL BE PROVIDED TO SCREEN THE USE AS REQUIRED BY CITY CODE. LARGER LANDSCAPE BUFFERS ARE BEING PROVIDED ON ALL 4 SIDES OF THE LOT THAN REQUIRED BY CITY CODE.

SITE INFORMATION

SITE DATA	JURISDICTION: CITY OF DESTIN	
	ZONING: CG - COMMERCIAL GENERAL	
	AREA: ±30,858 SF , ± 0.70 AC	
	UNDERGROUND STORMWATER DETENTION REQUIRED	
BUILDING DATA	AREA: 2,381 SF	
	SEATS: 88	
SETBACKS & BUFFERS	BUILDING SETBACKS:	LANDSCAPE STRIP:
	FRONT: 15'	FRONT: 10'
	REAR: 10'	REAR: 5'
	SIDE: 10'	SIDE: 5'
	SIDE: 10'	SIDE: 5'
PARKING LOT REQUIREMENTS	MINIMUM PARKING REQUIRED: 32	
	ONE (1) SPACE FOR EVERY 75 SF OF GROSS FLOOR AREA. ASSUMING A 2,381 SF BUILDING, A MINIMUM 32 SPACES ARE REQUIRED.	
	MAXIMUM PARKING ALLOWED: NONE	
	DRIVE AISLE: 24'	
PROPOSED PARKING	REGULAR SPACES (9'X19') = 30	
	ACCESSIBLE SPACES (8'X19') = 2	
	TOTAL PARKING SPACES = 32	
LANDSCAPE REQUIREMENTS	GREEN SPACE REQUIRED: 25%	
	GREEN SPACE PROVIDED: 26% (8,025 SF)	
	LANDSCAPE ISLANDS ARE REQUIRED EVERY 15 SPACES.	

ISSUES & CONCERNS

GENERAL INFORMATION #	1. THE EXISTING PROPERTY LINE SHOWN HEREIN HAS BEEN DIGITIZED FROM A SURVEY PROVIDED BY FREELAND SURVEYORS, DATED 12/18/2018.
	2. PEDESTRIAN ACCESS TO RIGHT-OF-WAY IS REQUIRED.
	3. FDOT PLANS SHOW THAT FDOT WILL BE INSTALLING SIDEWALKS ALONG ROW.
	4. SHARED ACCESS ROAD WITH CRYSTAL BEACH PLAZA.
	5. VEHICULAR CROSS ACCESS REQUIRED.
	6. PROPOSED CROSS ACCESS TO ADJACENT PARCEL. TO BE NEGOTIATED BY PANDA EXPRESS.
	7. NEW TAPS REQUIRED FOR DOMESTIC WATER & IRRIGATION.
	8. PROPOSED UNDERGROUND STORMWATER DETENTION POND.
	9. PORTION OF ACCESS ROAD WILL NEED RECONSTRUCTING FOR SANITARY SEWER CONNECTION.
REQUESTED VARIANCES:	1. A VARIANCE IS BEING REQUESTED FOR THE PITCHED ROOF REQUIREMENT.

ingenium ENTERPRISES
PLANNING & ENGINEERING
221 ROSWELL ST | SUITE 100 | ALPHARETTA, GA 30009
14499 N. DALE MABRY HWY | SUITE 250 | TAMPA, FL 33618

THIS PLAN IS A SCHEMATIC IN NATURE. NO ACTUAL ENGINEERING DESIGN HAS BEEN PERFORMED FOR THIS LAYOUT. IT IS SUBJECT TO CHANGE DURING THE DESIGN/ENGINEERING AND PERMITTING PROCESS.

PRELIMINARY SCHEME DISCLAIMER

NO.	REVISIONS	BY	DATE

DATE:	11/11/2020
SCALE:	1"=40'
PROJECT #:	200061
FILE NAME:	200061 SITE PLAN.DWG
CAD/RE/PM:	LW//NK/NK

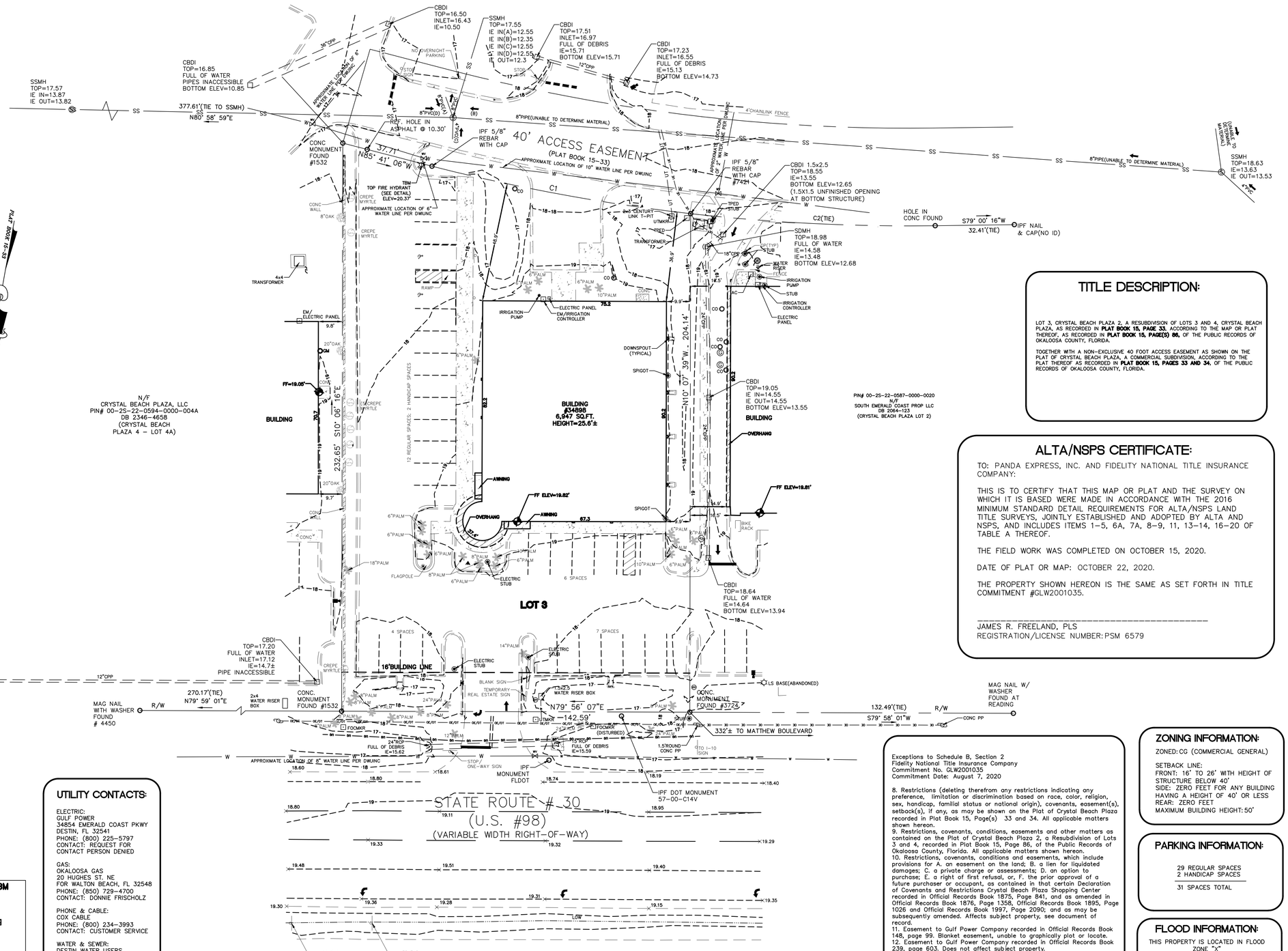
SITE PLAN
34898 EMERALD COAST PARKWAY
DESTIN, FLORIDA

LEGEND:

IPS	IRON PIN SET (5/8" REBAR)
IPF	IRON PIN FOUND
R/W	RIGHT-OF-WAY
	POWER POLE
LS	LIGHT STANDARD
	LAMP
EM	ELECTRIC METER
	1 HEAD LIGHT STANDARD
	WATER VALVE
	WATER METER
	FIRE HYDRANT
	IRRIGATION CONTROL VALVE
SDMH	STORM DRAIN MANHOLE
CBDI	CATCH BASIN DROP INLET
SSMH	SANITARY SEWER MANHOLE
CO	CLEANOUT
TPED	TELEPHONE PEDESTAL
FOCMKR	FIBER OPTIC CABLE MARKER
T-PIT	TELEPHONE PIT
	GUARD POST
	SIGN
OU	OVERHEAD UTILITY LINE
UE	UNDERGROUND ELECTRIC LINE
SS	SANITARY SEWER LINE
W	WATER LINE
UG	GAS LINE
UT	UNDERGROUND TELEPHONE LINE
	WHITE LINE
	DASHED WHITE LINE
	YELLOW LINE
	DOUBLE YELLOW LINE
	STORM DRAIN PIPE
X	FENCE

Curve Table					
Curve #	Length	Radius	Delta	Chord Direction	Chord Length
C1	107.80	800.42	7°42'59"	N89°49'36"W	107.72
C2(TIE)	100.30	800.42	7°10'47"	S82°34'51"W	100.23

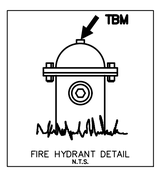






EVERY DIGGING JOB REQUIRES A CALL - EVEN SMALL PROJECTS LIKE PLANTING TREES OR SHRUBS. IF YOU HIT AN UNDERGROUND UTILITY LINE WHILE DIGGING, YOU CAN HARM YOURSELF OR THOSE AROUND YOU, DISRUPT SERVICE TO AN ENTIRE NEIGHBORHOOD AND POTENTIALLY BE RESPONSIBLE FOR FINES AND REPAIR COSTS.

SMART DIGGING MEANS CALLING 811 BEFORE EACH JOB. WHETHER YOU ARE A HOMEOWNER OR A PROFESSIONAL EXCAVATOR, ONE CALL TO 811 GETS YOUR UNDERGROUND UTILITY LINES MARKED FOR FREE.



FIRE HYDRANT DETAIL
N.T.S.

UTILITY CONTACTS:

ELECTRIC:
GULF POWER
34854 EMERALD COAST PKWY
DESTIN, FL 32541
PHONE: (800) 225-5797
CONTACT: REQUEST FOR CONTACT PERSON DENIED

GAS:
OKALOOSA GAS
20 HUGHES ST. NE
FOR WALTON BEACH, FL 32548
PHONE: (850) 729-4700
CONTACT: DONNIE FRISCHOLZ

PHONE & CABLE:
COX CABLE
PHONE: (800) 234-3993
CONTACT: CUSTOMER SERVICE

WATER & SEWER:
DESTIN WATER USERS
218 MAIN ST.
DESTIN, FL 32541
PHONE: (850) 837-6146
CONTACT: STEVE SCHMITZ

Exceptions to Schedule B, Section 2
Fidelity National Title Insurance Company
Commitment No. GLW2001035
Commitment Date: August 7, 2020

8. Restrictions (deleting therefrom any restrictions indicating any preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status or national origin), covenants, easement(s), setback(s), if any, as may be shown on the Plat of Crystal Beach Plaza recorded in Plat Book 15, Page(s) 33 and 34. All applicable matters shown hereon.
9. Restrictions, covenants, conditions, easements and other matters as contained on the Plat of Crystal Beach Plaza 2, a Resubdivision of Lots 3 and 4, recorded in Plat Book 15, Page 86, of the Public Records of Okaloosa County, Florida. All applicable matters shown hereon.
10. Restrictions, covenants, conditions and easements, which include provisions for A. an easement on the land; B. a lien for liquidated damages; C. a private charge or assessments; D. an option to purchase; E. a right of first refusal, or, F. the prior approval of a future purchaser or occupant, as contained in that certain Declaration of Covenants and Restrictions Crystal Beach Plaza Shopping Center recorded in Official Records Book 1875, Page 841, and as amended in Official Records Book 1876, Page 1358, Official Records Book 1895, Page 1026 and Official Records Book 1997, Page 2090; and as may be subsequently amended. Affects subject property, see document of record.
11. Easement to Gulf Power Company recorded in Official Records Book 148, page 99. Blanket easement, unable to graphically plot or locate.
12. Easement to Gulf Power Company recorded in Official Records Book 239, page 603. Does not affect subject property.
13. Terms and conditions of the lease from Watta Investments, Ltd to Edwin Watts Golf Shops, LLC dated December 4, 2003 a memorandum of said lease being recorded in Official Records Book 2506, Page 3524, as partially assigned and assumed in Partial Assignment and Partial Assumption recorded in Official Records Book 2735, Page 244. Affects subject property, see document of record.

TITLE DESCRIPTION:

LOT 3, CRYSTAL BEACH PLAZA 2, A RESUBDIVISION OF LOTS 3 AND 4, CRYSTAL BEACH PLAZA, AS RECORDED IN **PLAT BOOK 15, PAGE 33**, ACCORDING TO THE MAP OR PLAT THEREOF, AS RECORDED IN **PLAT BOOK 15, PAGE(S) 86,** OF THE PUBLIC RECORDS OF OKALOOSA COUNTY, FLORIDA.

TOGETHER WITH A NON-EXCLUSIVE 40 FOOT ACCESS EASEMENT AS SHOWN ON THE PLAT OF CRYSTAL BEACH PLAZA, A COMMERCIAL SUBDIVISION, ACCORDING TO THE PLAT THEREOF AS RECORDED IN **PLAT BOOK 15, PAGES 33 AND 34,** OF THE PUBLIC RECORDS OF OKALOOSA COUNTY, FLORIDA.

ALTA/NSPS CERTIFICATE:

TO: PANDA EXPRESS, INC. AND FIDELITY NATIONAL TITLE INSURANCE COMPANY:

THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2016 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS, AND INCLUDES ITEMS 1-5, 6A, 7A, 8-9, 11, 13-14, 16-20 OF TABLE A THEREOF.

THE FIELD WORK WAS COMPLETED ON OCTOBER 15, 2020.

DATE OF PLAT OR MAP: OCTOBER 22, 2020.

THE PROPERTY SHOWN HEREON IS THE SAME AS SET FORTH IN TITLE COMMITMENT #GLW2001035.

_____
JAMES R. FREELAND, PLS
REGISTRATION/LICENSE NUMBER: PSM 6579

ZONING INFORMATION:

ZONED: CG (COMMERCIAL GENERAL)

SETBACK LINE:
FRONT: 16' TO 26' WITH HEIGHT OF STRUCTURE BELOW 40'
SIDE: ZERO FEET FOR ANY BUILDING HAVING A HEIGHT OF 40' OR LESS
REAR: ZERO FEET
MAXIMUM BUILDING HEIGHT: 50'

PARKING INFORMATION:

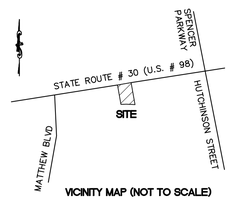
29 REGULAR SPACES
2 HANDICAP SPACES

31 SPACES TOTAL

FLOOD INFORMATION:

THIS PROPERTY IS LOCATED IN FLOOD ZONE "X"

PER NFIP FIRM COMMUNITY PANEL NO. 12091C0493H
EFFECTIVE DATE: 12-6-2002.



VICINITY MAP (NOT TO SCALE)

SURVEYOR'S NOTES:

1.) SQUARE FOOTAGE AND DIMENSIONS OF STRUCTURE(S) ARE FOR INFORMATIONAL PURPOSES ONLY, NOT FOR SALE OR LEASE PURPOSES.

2.) ZONING PROVIDED BY THE APPROPRIATE GOVERNMENTAL AGENCY: TO BE USED FOR INFORMATIONAL PURPOSES ONLY.

3.)THE WORDS "CERTIFY", "CERTIFIES" OR "CERTIFICATION" AS USED HEREIN ARE UNDERSTOOD TO BE AN EXPRESSION OF PROFESSIONAL OPINION BY THE SURVEYOR, BASED UPON HIS BEST KNOWLEDGE, INFORMATION AND BELIEF, AS SUCH, DO NOT CONSTITUTE A GUARANTEE NOR A WARRANTY, EXPRESSED OR IMPLIED.

4.) THE UNDERGROUND UTILITIES SHOWN HEREON WERE TAKEN FROM PLANS PROVIDED BY THE UTILITY COMPANIES AND FIELD MARKED BY LOCATOR SERVICES AND VISUAL APPARATUS SUCH AS VALVES AND METERS. CONTRACTOR SHALL CALL LOCATOR SERVICE FOR VERIFICATION PRIOR TO ANY CONSTRUCTION OR EXCAVATION..

5.) THERE WAS NO EVIDENCE OF RECENT EARTH MOVING WORK OR BUILDING CONSTRUCTION.

6.) SURVEYOR IS NOT AWARE AND HAS NOT BEEN MADE AWARE OF ANY PROPOSED CHANGES IN STREET RIGHTS OF WAYS.

CURRENT OWNER OF RECORD:

RW MANAGEMENT LTD
308 W. JAMES LEE BLVD.
CRESTVIEW, FL 32536

BASIS OF BEARINGS AND BENCHMARK:

BEARINGS AND ELEVATIONS BASED ON GPS "RTK" OBSERVATION OF FLORIDA DOT MONUMENT "57-00-C14V"

NAD 83 - NAVD 88

POSSIBLE PROJECTIONS:

NONE OBSERVED

TOTAL LAND AREA:

30,855 SQ.FT.
0.708 ACRES

FREELAND
SURVEYORS • ENGINEERS
FREELAND & ASSOCIATES, INC.
323 WEST STONE AVE.
GREENVILLE S.C. 29609
TEL. (864) 271-4924 FAX: (864) 233-0315
EMAIL: info@freeland-associates.com

DRAWN:	JL	PARTY CHIEF:	RH	CHECKED:	MVA
REF. PLAT BOOK:	15-33 / 15-87				
REF. DEED BOOK:	2093-1546				
PIN NO:	00-2S-22-0587-0000-0030				
DATE OF SURVEY:	10-15-20				
DATE DRAWN:	10-22-20				
DRAWING NO:	73668-LAYERS				
DATE OF LAST REVISION:	10-30-20				

0' 20' 40' 60'
SCALE: 1" = 20'

THIS DRAWING REPRESENTS A COMPLETED SURVEY AND PLAT WITH THE EXCEPTION OF THE CLIENT'S FINAL REVIEW

PLS: JAMES R. FREELAND
NO: PSM 6579

STATE OF FLORIDA
TWSP 2S, R22W
CITY OF DESTIN
OKALOOSA COUNTY

ALTA/NSPS AND TOPOGRAPHIC SURVEY FOR PANDA EXPRESS, INC.

LOT 3 CRYSTAL BEACH PLAZA II

SITE ADDRESS:
34898 EMERALD COAST PARKWAY
DESTIN, FL 32541

S:\Civil 3D Projects\CDPO\CDPO_2020\73668 Destin, FL (aka 1756 Emerald)\DWG\73668 ALTA.dwg, 10/30/2020 5:46:52 PM, DWG To PDF.pc3

ITEM # 2021-3093

CITY OF DESTIN

AGENDA ITEM

COUNCIL MEETING DATE: February 16, 2021
TYPE OF AGENDA ITEM: Consent Agenda

TO: City Council

THRU: Lance Johnson, City Manager
Kyle Bauman, City Attorney
Krystal Strickland, Finance Director

FROM: Jeffrey Cozadd, Grants Manager

DATE:

SUBJECT: FEMA DR-4564 Funding Agreement No. Z2604

I. BACKGROUND: On November 17, 2020, the City of Destin submitted a request for assistance through FEMA Public Assistance Disaster Recovery Grant 4564 Hurricane Sally. This funding request covers Categories A (Debris Removal), B (Emergency Protective Measures), E (Buildings and Equipment), and G (Parks). This funding agreement will allow for the city to request reimbursement for expenses associated with Hurricane Sally as a pass through entity of the State of Florida, Division of Emergency Management.

II. DISCUSSION: The City has incurred cost associated with debris removal and storm water pumping. These expenses are reflected in categories A and B. The attached document reflects the reimbursement amounts that are being requested. Expenses in categories E and G have not been determined yet but we do expect to make a request to FEMA for reimbursement in those categories as well.

A. Link to Strategic Goals / Objectives:

B. Effect on Budget (EOB): The City is still in the process of obtaining quotes to address some of the damaged items. FEMA may reimburse the City up to 75% of those expenses. Final award amounts have not been determined at this time.

C. Level of Service (LOS): This funding will allow for the city facilities to be restored to pre-hurricane Sally conditions. It will represent an increased level of service from the present condition.

III. CONCLUSION:

IV. <u>RECOMMENDED MOTION</u>: I move to authorize the Mayor to execute FEMA DR-4564 Funding Agreement No. Z2604, and all other required documents relating to DR-4564 funding.

Attachments:

1. Cat A cost roll up
2. Cat B cost roll up
3. Z2604_Destin City of_Sally_Subgrant Agreement

FEDERAL EMERGENCY MANAGEMENT AGENCY

COST SUMMARY ROLL-UP

APPLICANT	PW REF NO.	CATEGORY	DISASTER
City of Destin	**160982**	**A**	**4564**

CATEGORY	CLAIM COST	COMMENTS (FEMA USE ONLY)	ELIGIBLE COSTS
FORCE ACCOUNT LABOR *REGULAR TIME*	$ 8,291.44		$ 8,291.44
FORCE ACCOUNT LABOR *OVERTIME*	$ 2,055.94		$ 2,055.94
FORCE ACCOUNT EQUIPMENT	$ 8,801.85		$ 8,801.85
MATERIALS	$ 839.29		$ 839.29
RENTAL EQUIPMENT	$ -		$ -
CONTRACTS	$ -		$ -
DIRECT ADMINISTRATIVE COSTS	$ -		$ -
TOTAL	$ 19,988.52		$ 19,988.52

I certify that the above information was transcribed from timesheets, payroll records, equipment log, invoices, stock records or other documents which are available for audit.

Certified by: [signature]

Date: 2/2/2021

Applicant's records have been reviewed and found correct with the exceptions as noted.

FEDERAL EMERGENCY MANAGEMENT AGENCY

COST SUMMARY ROLL-UP

APPLICANT	PW REF NO.	CATEGORY	DISASTER
City of Destin	**160994**	**B**	**4564**

CATEGORY	CLAIM COST	COMMENTS (FEMA USE ONLY)	ELIGIBLE COSTS
FORCE ACCOUNT LABOR *REGULAR TIME*	$ 2,803.82		$ 2,803.82
FORCE ACCOUNT LABOR *OVERTIME*	$ 11,112.09		$ 11,112.09
FORCE ACCOUNT EQUIPMENT	$ 18,343.81		$ 18,343.81
MATERIALS	$ -		$ -
RENTAL EQUIPMENT	$ -		$ -
CONTRACTS	$ -		$ -
DIRECT ADMINISTRATIVE COSTS	$ -		$ -
TOTAL	$ 32,259.72		$ 32,259.72

I certify that the above information was transcribed from timesheets, payroll records, equipment log, invoices, stock records or other documents which are available for audit.

Certified by: K Mitchell

Date: 2/2/2021

Applicant's records have been reviewed and found correct with the exceptions as noted.

Agreement Number: Z2604

FEDERALLY FUNDED SUBAWARD AND GRANT AGREEMENT

2 C.F.R. §200.92 states that a "subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract."

As defined by 2 C.F.R. §200.74, "pass-through entity" means "a non-Federal entity that provides a subaward to a Subrecipient to carry out part of a Federal program."

As defined by 2 C.F.R. §200.93, "Subrecipient" means "a non-Federal entity that receives a subaward from a pass-through entity to carry out part of a Federal program."

As defined by 2 C.F.R. §200.38, "Federal award" means "Federal financial assistance that a non-Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity."

As defined by 2 C.F.R. §200.92, "subaward" means "an award provided by a pass-through entity to a Subrecipient for the Subrecipient to carry out part of a Federal award received by the pass-through entity."

The following agreement is made and information is provided pursuant to 2 C.F.R. §200.331(a)(1):

Subrecipient's name:	Destin, City Of
Subrecipient's unique entity identifier:	364637595
Federal Award Date:	9/23/2020
Subaward Period of Performance Start and End Date (Cat A-B):	9/14/2020 to 3/23/2021
Subaward Period of Performance Start and End Date (Cat C-G):	9/14/2020 to 3/23/2022
Amount of Federal Funds Obligated by this Agreement:	
Total Amount of Federal Funds Obligated to the Subrecipient by the pass-through entity to include this Agreement:	
Total Amount of the Federal Award committed to the Subrecipient by the pass-through entity:	
Federal award project description (see FFATA):	Grant to Local Government for Debris removal, emergency Protective measures and repair or Replacement of disaster damaged facilities.
Name of Federal awarding agency:	Dept. of Homeland Security (DHS) Federal Emergency Management Agency (FEMA)
Name of pass-through entity:	Florida Division of Emergency Management (FDEM)
Contact information for the pass-through entity:	2555 Shumard Oak Blvd. Tallahassee, FL 32399-2100
Catalog of Federal Domestic Assistance (CFDA) Number and Name:	
Indirect cost rate for the Federal award:	See by 44 C.F.R. 207.5(b)(4)

THIS AGREEMENT is entered into by the State of Florida, Division of Emergency Management, with headquarters in Tallahassee, Florida (hereinafter referred to as the "Division"), and Destin, City Of (hereinafter referred to as the "Subrecipient").

For the purposes of this Agreement, the Division serves as the pass-through entity for a Federal award, and the Subrecipient serves as the recipient of a subaward.

THIS AGREEMENT IS ENTERED INTO BASED ON THE FOLLOWING REPRESENTATIONS:

A. The Subrecipient represents that it is fully qualified and eligible to receive these grant funds to provide the services identified herein;

B. The Subrecipient, by its decision to participate in this grant program, bears the ultimate responsibility for ensuring compliance with all applicable State and Federal laws, regulations and policies, and bears the ultimate consequences of any adverse decisions rendered by the Division, the Federal Awarding Agency, or any other State and Federal agencies with audit, regulatory, or enforcement authority;

C. The State of Florida received these grant funds from the Federal government, and the Division has the authority to subgrant these funds to the Subrecipient upon the terms and conditions outlined below;

D. The Division, as the pass-through entity and fiduciary of such Federal funding, reserves the right to demand that the Subrecipient comply with all applicable State and Federal laws, regulations and policies, terminate reimbursements and take any and all other actions it deems appropriate to protect those funds for which it is responsible, including debt collections; and

E. The Division has statutory authority to disburse the funds under this Agreement.

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

(1) APPLICATION OF STATE LAW TO THIS AGREEMENT

2 C.F.R. §200.302 provides: “Each state must expend and account for the Federal award in accordance with state laws and procedures for expending and accounting for the state's own funds.” Therefore, section 215.971, Florida Statutes, entitled “Agreements funded with federal or state assistance”, applies to this Agreement.

(2) LAWS, RULES, REGULATIONS AND POLICIES

a. Performance under this Agreement is subject to 2 C.F.R. Part 200, entitled “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.”

b. As required by section 215.971(1), Florida Statutes, this Agreement includes:

   i. A provision specifying a scope of work that clearly establishes the tasks that the Subrecipient is required to perform.

   ii. A provision dividing the agreement into quantifiable units of deliverables that must be received and accepted in writing by the Division before payment. Each deliverable must be directly related to the scope of work and specify the required minimum level of service to be performed and the criteria for evaluating the successful completion of each deliverable.

iii. A provision specifying the financial consequences that apply if the Subrecipient fails to perform the minimum level of service required by the agreement.

iv. A provision specifying that the Subrecipient may expend funds only for allowable costs resulting from obligations incurred during the specified agreement period.

v. A provision specifying that any balance of unobligated funds which has been advanced or paid must be refunded to the Division.

vi. A provision specifying that any funds paid in excess of the amount to which the Subrecipient is entitled under the terms and conditions of the agreement must be refunded to the Division.

c. In addition to the foregoing, the Subrecipient and the Division shall be governed by all applicable State and Federal laws, rules and regulations, including those identified in Attachment B to this Agreement ("Scope of Work, Deliverables, and Financial Consequences"). Any express reference in this Agreement to a particular statute, rule, or regulation in no way implies that no other statute, rule, or regulation applies.

(3) CONTACT

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

i. Monitor and document Subrecipient performance; and,

ii. Review and document all deliverables for which the Subrecipient requests payment.

b. The Division's Grant Manager for this Agreement is:

Name Kim Schoffel
Title Program Supervisor
Bureau of Recovery
Address Florida Division of Emergency Management
2555 Shumard Oak Blvd.
Tallahassee, FL 32399-2100
Telephone: (850) 815-4448
Email: Kim.Schoffel@em.myflorida.com

c. The name and address of the Representative of the Subrecipient responsible for the administration of this Agreement is:

Name: Gary Jarvis, Mayor
Address: 4200 Indian Bayou Trail
Destin, FL, 32541
Telephone: 850-837-4242
Email: gjarvis@cityofdestin.com

d. In the event that different representatives or addresses are designated by either party after execution of this Agreement, notice of the name, title, and address of the new representative will be provided to the other party in writing via letter or electronic email. It is the Subrecipient's responsibility to authorize its users in the Recipient's grants management system. Only the Authorized or Primary Agents identified in Attachment D to this Agreement ("Designation of Authority") may authorize addition or removal of agency users.

(4) TERMS AND CONDITIONS

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

(5) EXECUTION

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

(6) MODIFICATION

Either party may request modification of the provisions of this Agreement. Changes which are agreed upon shall be valid only when in writing, signed by each of the parties, and attached to the original of this Agreement.

(7) SCOPE OF WORK

The Subrecipient shall perform the work in accordance with Attachment A to this Agreement ("Budget and Project List").

(8) PERIOD OF AGREEMENT/PERIOD OF PERFORMANCE

The Period of Agreement establishes a timeframe for all Subrecipient contractual obligations to be completed. This agreement will begin upon execution by both parties and shall end upon closeout of the Subrecipient's account for this disaster by the Federal Awarding Agency, unless terminated earlier as specified elsewhere in this Agreement. This Agreement survives and remains in effect after termination for the herein referenced State and Federal audit requirements and the referenced required records retention periods.

The Period of Performance is the timeframe during which the Subrecipient may incur new obligations to carry out the work authorized under this Agreement. In accordance with 2 C.F.R. §200.309, the Subrecipient may receive reimbursement under this Agreement only for allowable costs incurred during the period of performance. In accordance with section 215.971(1)(d), Florida Statutes, the Subrecipient may expend funds authorized by this Agreement only for allowable costs resulting from obligations incurred during the specified agreement period. The C.F.R. requirement is more restrictive and will take precedence over the State requirement. The period of performance for this agreement begins with the first day of the Incident Period for the disaster applicable to the agreement and **ends six (6) months from the date of declaration for Emergency Work (Categories A & B) or eighteen (18) months from the date of declaration for Permanent Work (Categories C-G)**, unless terminated earlier in accordance with the provisions of Paragraph (17) of this Agreement or extended in accordance with Attachment G to this Agreement ("Public Assistance Program Guidance"). If any extension request is denied by the Recipient,

or is not sought by the Subrecipient, reimbursement is only available for eligible project costs incurred up to the latest approved extension. Failure to complete a project is adequate cause for the termination of funding for that project and requires reimbursement to the Recipient of any and all project costs.

(9) FUNDING

a. This is a cost-reimbursement Agreement, subject to the availability of funds. The amount of total available funding for this subgrant is limited to the amount obligated by the Federal Awarding Agency for all projects approved for this Subrecipient for DR4564 – Hurricane Sally.

b. The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature, and subject to any modification in accordance with either Chapter 216, Florida Statutes, or the Florida Constitution.

c. Pursuant to section 252.37, Florida Statutes, unless otherwise specified in the General Appropriations Act, whenever the State accepts financial assistance from the Federal Government or its agencies under the Federal Public Assistance Program and such financial assistance is conditioned upon a requirement for matching funds, the State shall provide the entire match requirement for state agencies and one-half of the required match for grants to Local governments. The affected Local government shall be required to provide one-half of the required match prior to receipt of such financial assistance.

d. The Executive Office of the Governor may approve a waiver, subject to the requirement for legislative notice and review under section 216.177, Florida Statutes, of all or a portion of the required match for public assistance projects for Local governments if the Executive Office of the Governor determines that such a match requirement cannot be provided, or that doing so would impose a documented hardship on the Local government, and if the Local government applies for the waiver within the first 18 months after the disaster is declared.

e. The Division will reimburse the Subrecipient only for allowable costs incurred by the Subrecipient. The Recipient will provide funds on a cost reimbursement basis to the Subrecipient for eligible activities approved by the Recipient and the Federal Awarding Agency, as specified in Attachment A of this Agreement ("Budget and Project List"), which also outlines the maximum reimbursement amount for each deliverable.

f. As required by 2 C.F.R. §200.415(a), any request for payment under this Agreement must include a certification, signed by an official who is authorized to legally bind the Subrecipient, which reads as follows: "By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812)." The Subrecipient must complete Attachment "D" by designating at least three agents to execute any Requests for Reimbursement, certifications, or other necessary documentation on behalf of the Subrecipient. After execution of this Agreement, the authorized, primary, and secondary Agent may request changes to contacts via email to the State assigned team.

g. In the event the Subrecipient contacts have not been updated regularly and all three (3) Agents have separated from the Subrecipient's agency, a designation of authority form will be needed to change contacts. NOTE: This is very important because if contacts are not updated, notifications made

from the grants management system may not be received and could result in failure to meet time periods to appeal a Federal determination.

h. The Division will review all requests for reimbursement by comparing the documentation provided by the Subrecipient in the grants management system against a performance measure, outlined in Attachment A of this Agreement ("Budget and Project List"), that clearly delineates:

i. The required minimum acceptable level of service to be performed; and,

ii. The criteria for evaluating the successful completion of each deliverable.

i. The performance measure required by section 215.971(1)(b), Florida Statutes, remains consistent with the requirement for a "performance goal", which is defined in 2 C.F.R. §200.76 as, "a target level of performance expressed as a tangible, measurable objective, against which actual achievement can be compared." It also remains consistent with the requirement, contained in 2 C.F.R. §200.301, that the Division and the Subrecipient "relate financial data to performance accomplishments of the Federal award."

j. If authorized by the Federal Awarding Agency, then the Division will reimburse the Subrecipient for overtime expenses in accordance with 2 C.F.R. §200.430 ("Compensation—personal services") and 2 C.F.R. §200.431 ("Compensation—fringe benefits"). If authorized by the Federal Awarding Agency, and if the Subrecipient seeks reimbursement for overtime expenses for periods when no work is performed due to vacation, holiday, illness, failure of the employer to provide sufficient work, or other similar cause (*see* 29 U.S.C. §207(e)(2)), then the Division will treat the expense as a fringe benefit. 2 C.F.R. §200.431(a) defines fringe benefits as "allowances and services provided by employers to their employees as compensation in addition to regular salaries and wages." Fringe benefits are allowable under this Agreement as long as the benefits are reasonable and are required by law, Subrecipient-Employee agreement, or an established policy of the Subrecipient in affect at the time of the disaster event. 2 C.F.R. §200.431(b) provides that the cost of fringe benefits in the form of regular compensation paid to employees during periods of authorized absences from the job, such as for annual leave, family-related leave, sick leave, holidays, court leave, military leave, administrative leave, and other similar benefits, are allowable if all of the following criteria are met:

i. They are provided under established written leave policies;

ii. The costs are equitably allocated to all related activities, including Federal awards; and

iii. The accounting basis (cash or accrual) selected for costing each type of leave is consistently followed by the non-Federal entity or specified grouping of employees.

k. If authorized by the Federal Awarding Agency, then the Division will reimburse the Subrecipient for travel expenses in accordance with 2 C.F.R. §200.474. As required by the Reference Guide for State Expenditures, reimbursement for travel must be in accordance with section 112.061, Florida Statutes, which includes submission of the claim on the approved state travel voucher. If the Subrecipient seeks reimbursement for travel costs that exceed the amounts stated in section 112.061(6)(b), Florida Statutes (at the time of the execution of this agreement: $6 for breakfast, $11 for lunch, and $19 for dinner), then the Subrecipient must provide documentation that:

i. The costs are reasonable and do not exceed charges normally allowed by the Subrecipient in its regular operations as a result of the Subrecipient's written travel policy; and,

ii. Participation of the individual in the travel is necessary to the Federal award.

l. The Division's Grant Manager, as required by section 215.971(2)(c), Florida Statutes, shall reconcile and verify all funds received against all funds expended during the grant agreement period and produce a final reconciliation report. The final report must identify any funds paid in excess of the expenditures incurred by the Subrecipient.

m. As defined by 2 C.F.R. §200.53, the term "improper payment" means or includes:

i. Any payment that should not have been made or that was made in an incorrect amount (including overpayments and underpayments) under statutory, contractual, administrative, or other legally applicable requirements; and,

ii. Any payment to an ineligible party, any payment for an ineligible good or service, any duplicate payment, any payment for a good or service not received (except for such payments where authorized by law), any payment that does not account for credit or applicable discounts, and any payment where insufficient or lack of documentation prevents a reviewer from discerning whether a payment was proper.

(10) RECORDS

a. As required by 2 C.F.R. §200.336, the Federal awarding agency, Inspectors General, the Comptroller General of the United States, and the Division, or any of their authorized representatives, shall enjoy the right of access to any documents, papers, or other records of the Subrecipient which are pertinent to the Federal award, in order to make audits, examinations, excerpts, and transcripts. The right of access also includes timely and reasonable access to the Subrecipient's personnel for the purpose of interview and discussion related to such documents. Finally, the right of access is not limited to the required retention period but lasts as long as the records are retained.

b. As required by 2 C.F.R. §200.331(a)(5), the Division, the Chief Inspector General of the State of Florida, the Florida Auditor General, or any of their authorized representatives, shall enjoy the right of access to any documents, financial statements, papers, or other records of the Subrecipient which are pertinent to this Agreement, in order to make audits, examinations, excerpts, and transcripts. The right of access also includes timely and reasonable access to the Subrecipient's personnel for the purpose of interview and discussion related to such documents.

c. As required by Florida Department of State's record retention requirements (Chapter 119, Florida Statutes) and by 2 C.F.R. §200.333, the Subrecipient shall retain sufficient records to show its compliance with the terms of this Agreement, as well as the compliance of all subcontractors or consultants paid from funds under this Agreement, for a period of five (5) years from the date of submission of the final expenditure report. The following are the only exceptions to the five (5) year requirement:

i. If any litigation, claim, or audit is started before the expiration of the five (5)-year period, then the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken.

ii. When the Division or the Subrecipient is notified in writing by the Federal Awarding Agency, cognizant agency for audit, oversight agency for audit, cognizant agency for indirect costs, or pass-through entity to extend the retention period.

iii. Records for real property and equipment acquired with Federal funds must be retained for 5 years after final disposition.

iv. When records are transferred to or maintained by the Federal Awarding Agency or pass-through entity, the (five) 5-year retention requirement is not applicable to the Subrecipient.

v. Records for program income transactions after the period of performance. In some cases, recipients must report program income after the period of performance. Where there is such a requirement, the retention period for the records pertaining to the earning of the program income starts from the end of the non-Federal entity's fiscal year in which the program income is earned.

vi. Indirect cost rate proposals and cost allocations plans. This paragraph applies to the following types of documents and their supporting records: indirect cost rate computations or proposals, cost allocation plans, and any similar accounting computations of the rate at which a particular group of costs is chargeable (such as computer usage chargeback rates or composite fringe benefit rates).

d. In accordance with 2 C.F.R. §200.334, the Federal Awarding Agency must request transfer of certain records to its custody from the Division or the Subrecipient when it determines that the records possess long-term retention value.

e. In accordance with 2 C.F.R. §200.335, the Division must always provide or accept paper versions of Agreement information to and from the Subrecipient upon request. If paper copies are submitted, then the Division must not require more than an original and two copies. When original records are electronic and cannot be altered, there is no need to create and retain paper copies. When original records are paper, electronic versions may be substituted through the use of duplication or other forms of electronic media provided that they are subject to periodic quality control reviews, provide reasonable safeguards against alteration, and remain readable.

f. As required by 2 C.F.R. §200.303, the Subrecipient shall take reasonable measures to safeguard protected personal identifiable information and other information the Federal Awarding Agency or the Division designates as sensitive or the Subrecipient considers sensitive consistent with applicable Federal, State, Local, and Tribal laws regarding privacy and obligations of confidentiality.

g. Florida's Government in the Sunshine Law (section 286.011, Florida Statutes) provides the citizens of Florida with a right of access to governmental proceedings and mandates three, basic requirements: (1) meetings of public boards or commissions must be open to the public; (2) reasonable notice of such meetings must be given; and, three (3) minutes of the meetings must be taken and promptly recorded. The mere receipt of public funds by a private entity, standing alone, is insufficient to bring that entity within the ambit of the open government requirements. However, the Government in the Sunshine Law applies to private entities that provide services to governmental agencies and that act on behalf of those agencies in the agencies' performance of their public duties. If a public agency delegates the

performance of its public purpose to a private entity, then, to the extent that private entity is performing that public purpose, the Government in the Sunshine Law applies. For example, if a volunteer fire department provides firefighting services to a governmental entity and uses facilities and equipment purchased with public funds, then the Government in the Sunshine Law applies to board of directors for that volunteer fire department. Thus, to the extent that the Government in the Sunshine Law applies to the Subrecipient based upon the funds provided under this Agreement, the meetings of the Subrecipient's governing board or the meetings of any subcommittee making recommendations to the governing board may be subject to open government requirements. These meetings shall be publicly noticed, open to the public, and the minutes of all the meetings shall be public records, available to the public in accordance with Chapter 119, Florida Statutes.

h. Florida's Public Records Law provides a right of access to the records of the State and Local governments as well as to private entities acting on their behalf. Unless specifically exempted from disclosure by the Legislature, all materials made or received by a governmental agency (or a private entity acting on behalf of such an agency), in conjunction with official business which are used to perpetuate, communicate, or formalize knowledge, qualify as public records subject to public inspection. The mere receipt of public funds by a private entity, standing alone, is insufficient to bring that entity within the ambit of the public record requirements. However, when a public entity delegates a public function to a private entity, the records generated by the private entity's performance of that duty become public records. Thus, the nature and scope of the services provided by a private entity determine whether that entity is acting on behalf of a public agency and is therefore subject to the requirements of Florida's Public Records Law.

i. The Subrecipient shall maintain all records for the Subrecipient and for all subcontractors or consultants to be paid from funds provided under this Agreement, including documentation of all program costs, in a form sufficient to determine compliance with the requirements and objectives of Attachments A and B to this Agreement ("Budget and Scope of Work" and "Program Statutes and Regulations" respectively), and all other applicable laws and regulations.

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) 815-4156, Records@em.myflorida.com, or 2555 Shumard Oak Boulevard, Tallahassee, FL 32399.

(11) AUDITS

a. The Subrecipient shall comply with the audit requirements contained in 2 C.F.R. Part 200, Subpart F.

b. In accounting for the receipt and expenditure of funds under this Agreement, the Subrecipient shall follow Generally Accepted Accounting Principles ("GAAP"). As defined by 2 C.F.R. §200.49, GAAP "has the meaning specified in accounting standards issued by the Government Accounting Standards Board (GASB) and the Financial Accounting Standards Board (FASB)."

c. When conducting an audit of the Subrecipient's performance under this Agreement, the Division shall use Generally Accepted Government Auditing Standards ("GAGAS"). As defined by 2

C.F.R. §200.50, GAGAS, "also known as the Yellow Book, means generally accepted government auditing standards issued by the Comptroller General of the United States, which are applicable to financial audits."

d. If an audit shows that all or any portion of the funds disbursed were not spent in accordance with the conditions of this Agreement, the Subrecipient shall be held liable for reimbursement to the Division of all funds not spent in accordance with these applicable regulations and Agreement provisions within thirty days after the Division has notified the Subrecipient of such non-compliance.

e. The Subrecipient shall have all audits completed by an independent auditor, which is defined in section 215.97(2)(i), Florida Statutes, as "an independent certified public accountant licensed under chapter 473." The independent auditor shall state that the audit complied with the applicable provisions noted above. The audit must be received by the Division no later than nine months from the end of the Subrecipient's fiscal year.

f. The Subrecipient shall send copies of reporting packages for audits conducted in accordance with 2 C.F.R. Part 200, by or on behalf of the Subrecipient, to the Division at the following address:

DEMSingleAudit@em.myflorida.com

OR

Office of the Inspector General

2555 Shumard Oak Boulevard

Tallahassee, Florida 32399-2100

g. The Subrecipient shall send the Single Audit reporting package and Form SF-SAC to the Federal Audit Clearinghouse by submission online at:
http://harvester.census.gov/fac/collect/ddeindex.html

h. The Subrecipient shall send any management letter issued by the auditor to the Division at the following address:

DEMSingleAudit@em.myflorida.com

OR

Office of the Inspector General

2555 Shumard Oak Boulevard

Tallahassee, Florida 32399-2100

(12) REPORTS

a. Consistent with 2 C.F.R. §200.328, the Subrecipient shall provide the Division with quarterly reports and any applicable close-out reports. These reports shall include the current status and progress by the Subrecipient and, as applicable, all subcontractors in completing the work described in the Scope of Work and the expenditure of funds under this Agreement, in addition to any other information requested by the Division.

	Reporting Time Period	Subrecipient Report Submittal Deadline
Quarter 1 (Q1)	October 1 – December 31	January 15
Quarter 2 (Q2)	January 1 – March 31	April 15
Quarter 3 (Q3)	April 1 – June 30	July 15
Quarter 4 (Q4)	July 1 – September 30	October 15

b. Quarterly reports are due to the Division no later than fifteen (15) days after the end of each quarter of the program year and shall be sent each quarter until submission of the administrative close-out report. The ending dates for each quarter of the program year are March 31, June 30, September 30 and December 31.

c. The closeout report is due sixty (60) days after termination of this Agreement or sixty (60) days after completion of the activities contained in this Agreement, whichever first occurs.

d. If all required reports and copies are not sent to the Division or are not completed in a manner acceptable to the Division, then the Division may withhold further payments until they are completed or may take other action as stated in Paragraph (16) REMEDIES. "Acceptable to the Division" means that the work product was completed in accordance with Attachment A to this Agreement ("Budget and Project List").

e. The Subrecipient shall provide additional program updates or information that may be required by the Division.

f. The Subrecipient shall provide additional reports and information as required by the Federal Awarding Agency or the Division.

(13) MONITORING

a. The Division shall monitor the performance of the Subrecipient under this Agreement, as well as that of its subcontractors and/or consultants who are paid from funds provided under this Agreement, to ensure that time schedules are being met, the Schedule of Deliverables and Scope of Work are being accomplished within the specified time periods, and other performance goals are being achieved. A review shall be done for each function or activity in Attachment A to this Agreement ("Budget and Project List") and reported in the quarterly report.

b. In addition to reviews of audits, monitoring procedures may include, but not be limited to, on-site visits by Division staff, limited scope reviews, and/or other procedures. The Subrecipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Division. In the event that the Division determines that an audit of the Subrecipient is appropriate, the Subrecipient agrees to comply with any additional instructions provided by the Division to the Subrecipient regarding such audit. The Subrecipient further agrees to comply and cooperate with any inspections, reviews, investigations or audits deemed necessary by the Florida Chief Financial Officer or Auditor General. In

addition, the Division will monitor the performance and financial management by the Subrecipient throughout the contract term to ensure timely completion of all tasks.

(14) LIABILITY

a. Unless Subrecipient is a State agency or subdivision, as defined in section 768.28(2), Florida Statutes, the Subrecipient is solely responsible to parties it deals with in carrying out the terms of this Agreement. As authorized by section 768.28(19), Florida Statutes, Subrecipient shall hold the Division harmless against all claims of whatever nature by third parties arising from the work performance under this Agreement. For purposes of this Agreement, Subrecipient agrees that it is not an employee or agent of the Division but is an independent contractor.

b. As required by section 768.28(19), Florida Statutes, any Subrecipient which is a State agency or subdivision, as defined in section 768.28(2), Florida Statutes, agrees to be fully responsible for its negligent or tortious acts or omissions which result in claims or suits against the Division and agrees to be liable for any damages proximately caused by the acts or omissions to the extent set forth in section 768.28, Florida Statutes. Nothing herein is intended to serve as a waiver of sovereign immunity by any Subrecipient to which sovereign immunity applies. Nothing herein shall be construed as consent by a State agency or subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract.

(15) DEFAULT

If any of the following events occur ("Events of Default"), all obligations on the part of the Division to make further payment of funds shall terminate and the Division has the option to exercise any of its remedies as set forth in Paragraph (16); however, the Division may make payments or partial payments after any Events of Default without waiving the right to exercise such remedies, and without becoming liable to make any further payment if:

a. Any warranty or representation made by the Subrecipient in this Agreement or any previous agreement with the Division is or becomes false or misleading in any respect, or if the Subrecipient fails to keep or perform any of the obligations, terms or covenants in this Agreement or any previous agreement with the Division and has not cured them in timely fashion, or is unable or unwilling to meet its obligations under this Agreement;

b. Material adverse changes occur in the financial condition of the Subrecipient at any time during the term of this Agreement, and the Subrecipient fails to cure this adverse change within thirty days from the date written notice is sent by the Division;

c. Any reports required by this Agreement have not been submitted to the Division or have been submitted with incorrect, incomplete or insufficient information; or

d. The Subrecipient has failed to perform and complete on time any of its obligations under this Agreement.

(16) REMEDIES

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

a. Terminate this Agreement, provided that the Subrecipient is given at least thirty (30) days prior written notice of the termination. The notice shall be effective when placed in the United States, first class mail, postage prepaid, by registered or certified mail-return receipt requested, to the address in paragraph (3) herein.

b. Begin an appropriate legal or equitable action to enforce performance of this Agreement.

c. Withhold or suspend payment of all or any part of a request for payment.

d. Require that the Subrecipient refund to the Division any monies used for ineligible purposes under the laws, rules and regulations governing the use of these funds.

e. Exercise any corrective or remedial actions, to include but not be limited to:

i. Request additional information from the Subrecipient to determine the reasons for or the extent of non-compliance or lack of performance;

ii. Issue a written warning to advise that more serious measures may be taken if the situation is not corrected;

iii. Advise the Subrecipient to suspend, discontinue or refrain from incurring costs for any activities in question; or

iv. Require the Subrecipient to reimburse the Division for the amount of costs incurred for any items determined to be ineligible;

f. Exercise any other rights or remedies which may be available under law.

Pursuing any of the above remedies will not stop the Division from pursuing any other remedies in this Agreement or provided at law or in equity. If the Division waives any right or remedy in this Agreement or fails to insist on strict performance by the Subrecipient, it will not affect, extend or waive any other right or remedy of the Division, or affect the later exercise of the same right or remedy by the Division for any other default by the Subrecipient.

(17) <u>TERMINATION</u>

a. The Division may terminate this Agreement for cause after thirty (30) days written notice. Cause can include misuse of funds, fraud, lack of compliance with applicable rules, laws and regulations, failure to perform on time, and refusal by the Subrecipient to permit public access to any document, paper, letter, or other material subject to disclosure under Chapter 119, Florida Statutes, as amended.

b. The Division may terminate this Agreement for convenience or when it determines, in its sole discretion, that continuing the Agreement would not produce beneficial results in line with the further expenditure of funds, by providing the Subrecipient with thirty (30) days prior written notice.

c. The parties may agree to terminate this Agreement for their mutual convenience through a written amendment of this Agreement. The amendment will state the effective date of the termination and the procedures for proper closeout of the Agreement.

d. In the event that this Agreement is terminated, the Subrecipient will not incur new obligations for the terminated portion of the Agreement after the Subrecipient has received the notification of termination. The Subrecipient will cancel as many outstanding obligations as possible. Costs incurred after receipt of the termination notice will be disallowed. The Subrecipient shall not be relieved of liability to the Division because of any breach of Agreement by the Subrecipient. The Division may, to the extent

authorized by law, withhold payments to the Subrecipient for the purpose of set-off until the exact amount of damages due the Division from the Subrecipient is determined.

(18) PROCUREMENT

a. The Subrecipient shall ensure that any procurement involving funds authorized by the Agreement complies with all applicable Federal and State laws and regulations, to include 2 C.F.R. §§200.318 through 200.327 as well as Appendix II to 2 C.F.R. Part 200 (entitled "Contract Provisions for Non-Federal Entity Contracts Under Federal Awards"). Additional requirements, guidance, templates and checklists regarding procurement may be obtained through the FEMA Procurement Disaster Assistance Team. Resources found here: https://www.fema.gov/grants/procurement.

b. If the Subrecipient contracts with any contractor or vendor for performance of any portion of the work required under this Agreement, the Subrecipient must incorporate into its contract with such contractor or vendor an indemnification clause holding the Federal Government, its employees and/or their contractors, the Division, its employees and/or their contractors, and the Subrecipient and its employees and/or their contractors harmless from liability to third parties for claims asserted under such contract.

c. The Subrecipient shall monitor and document, in the quarterly report, the contractor's progress in performing its work on its behalf under this Agreement in addition to its own progress.

d. The Subrecipient shall ensure all contracts conform to sections §287.057 and §288.703, Florida Statutes, as applicable.

e. The Subrecipient may request guidance concerning procurement activity from the Division but shall also use its own judgment to determine compliance with all applicable rules and statutes.

(19) PAYMENTS

a. Requests for Reimbursement (RFR) serve as invoices for the purposes of section 215.422, Florida Statutes and shall include the supporting documentation for all costs of the project or services in detail sufficient for a proper pre-audit and post-audit thereof. The final RFR shall be submitted within thirty (30) days after the expiration date of the agreement or completion of applicable Project, whichever occurs first.

b. Any advance payment made under this Agreement is subject to 2 C.F.R. §200.305 and, as applicable, section 216.181(16), Florida Statutes. All advances are required to be held in an interest-bearing account. If an advance payment is requested, the budget data upon which the request is based, and a justification statement shall be submitted by completing Attachment K of this Agreement ("Justification of Advance Payment"). The request will specify the amount of advance payment needed and provide an explanation of the necessity for and proposed use of these funds. Any advance funds not expended within the first ninety (90) days of the contract term must be returned to the Division's Cashier within thirty (30) days, along with any interest earned on the advance. No advance shall be accepted for processing if a reimbursement has been paid prior to the submittal of a request for advanced payment. After the initial advance, disbursements shall only be made on a reimbursement basis.

c. If the necessary funds are not available to fund this Agreement, as a result of action by the United States Congress, the Federal Office of Management and Budgeting, the State Chief Financial Officer or under subparagraph (9)b of this Agreement, all obligations on the part of the Division to make

any further payment of funds shall terminate, and the Subrecipient shall submit its closeout report within thirty (30) days of receiving notice from the Division.

(20) EXPEDITED PROJECTS

The Division and the Federal Awarding Agency have established an Expedited Projects Program in order to help affected counties, municipalities, and private-non-profits recover from Hurricane Sally. This program provides funding for 50% of the eligible scope of work for project versions of selected Expedited Category A projects and selected Expedited Category B projects. These amounts will be subject to the cost sharing requirements applicable for the disaster.

a. PROGRAM REQUIREMENTS

Each eligible Subrecipient can request to include Category A: Debris Removal projects and Category B: Emergency Protective Measures projects in this expedited program. The work claimed must have been performed within the following dates: Sept 14, 2020 to Sept 28, 2020.

For Categories A and B, work must have been performed within the first 15 days of the disaster. FEMA makes the final eligibility determination regarding project work and costs under the Expedited Program. In order to be eligible for this funding, these projects must be a “large” project with eligible scope of work totaling $131,100 or more.

b. FUNDING

Funding will be provided at 50% of estimated costs incurred through an eligible scope of work for included projects, during the periods of performance. Any and all expedited projects will ultimately require a full validation through the grants management process for all costs incurred.

c. PARTICIPATION NOTIFICATION

The Subrecipient is responsible for notifying the State Public Assistance Officer (SPAO) of its intent to participate in the program. The Subrecipient notifies the SPAO by submitting the notification of their intention to participate via email to ExpeditedProjects@em.myflorida.com and the SPAO will then notify FEMA . Once that email correspondence is made, the project development will be tracked through Grants Portal and all payments will be made using the workflows in FDEM’s Grants Management System.

(21) REPAYMENTS

a. All refunds or repayments due to the Division under this agreement are due no later than thirty (30) days from notification by the Division of funds due.

b. As a condition of funding under this Agreement, the Subrecipient agrees that the Recipient may withhold funds otherwise payable to the Subrecipient from any disbursement to the Recipient, by the Federal Awarding Agency or any other source, upon a determination by the Recipient or the Federal Awarding Agency that funds exceeding the eligible costs have been disbursed to the Subrecipient pursuant to this Agreement or any other funding agreement administered by the Recipient. The Subrecipient understands and agrees that the Recipient may offset any funds due and payable to the Subrecipient until the debt to the State is satisfied. In such event, the Recipient will notify the Subrecipient via the entry of notes in its grants management system.

c. All refunds or repayments due to the Division under this Agreement are to be made payable to the order of “Division of Emergency Management”, must include the invoice number and the

applicable Disaster and Project number(s) that are the subject of the invoice, and be mailed directly to the following address:

Division of Emergency Management
Cashier
2555 Shumard Oak Boulevard
Tallahassee FL 32399-2100

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

(22) MANDATED CONDITIONS

a. The validity of this Agreement is subject to the truth and accuracy of all the information, representations, and materials submitted or provided by the Subrecipient in this Agreement, in any later submission or response to a Division request, or in any submission or response to fulfill the requirements of this Agreement. All of the said information, representations, and materials are incorporated by reference. The inaccuracy of the submissions or any material changes shall, at the option of the Division and with thirty (30) days written notice to the Subrecipient, cause the termination of this Agreement and the release of the Division from all its obligations to the Subrecipient.

b. This Agreement shall be construed under the laws of the State of Florida, and venue for any actions arising out of this Agreement shall be in the Circuit Court of Leon County. If any provision of this Agreement is in conflict with any applicable statute or rule, or is unenforceable, then the provision shall be null and void to the extent of the conflict, and shall be severable, but shall not invalidate any other provision of this Agreement.

c. Any power of approval or disapproval granted to the Division under the terms of this Agreement shall survive the term of this Agreement.

d. The Subrecipient agrees to comply with the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. Section 12101 et seq.), which prohibits discrimination by public and private entities on the basis of disability in employment, public accommodations, transportation, State and Local government services, and telecommunications.

e. Those who have been placed on the convicted vendor list following a conviction for a public entity crime or on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with a public entity, and may not transact business with any public entity in excess of $25,000.00 for a period of 36 months from the date of being placed on the convicted vendor list or on the discriminatory vendor list.

f. Any Subrecipient which receives funds under this Agreement from the Federal government, certifies, to the best of its knowledge and belief, that it and its principals or affiliates:

i. Are not presently debarred, suspended, proposed for debarment, declared ineligible, voluntarily excluded or disqualified from covered transactions by a Federal department or agency;

ii. Have not, within a five (5)-year period preceding this proposal, been convicted of or had a civil judgment rendered against them for fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or Local) transaction or contract under public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

iii. Are not presently indicted or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any offenses enumerated in paragraph (23) f. ii. of this certification; and,

iv. Have not, within a five (5)-year period preceding this Agreement, had one or more public transactions (Federal, State or Local) terminated for cause or default.

g. If the Subrecipient is unable to certify to any of the statements in this certification, then the Subrecipient shall attach an explanation to this Agreement.

h. In addition, the Subrecipient shall send to the Division (by email to the assigned grant manager) the completed Attachment C of this Agreement ("Certification Regarding Debarment") for the Subrecipient and a screenshot reflecting such self-check via the Federal System for Award Management (SAM) clearinghouse through the website www.sam.gov. Subrecipient shall also perform this check for any and all intended contractor or subcontractor for which Subrecipient plans to fund under this Agreement. A screenshot of the clearinghouse results for each intended contractor or subcontractor should be maintained by the Subrecipient and provided to the Division upon request. The check must be completed before the Subrecipient enters into a contract covering the scope of work outlined in the PWs with any contractor or subcontractor.

i. The Division reserves the right to unilaterally cancel this Agreement if the Subrecipient refuses to allow public access to all documents, papers, letters or other material subject to the provisions of Chapter 119, Florida Statutes, which the Subrecipient created or received under this Agreement.

j. Subject to the provisions of 2 C.F.R. §200.305, the Subrecipient must temporarily invest any advances of funds under this Agreement, any interest income shall either be returned to the Division or be applied against the Division's obligation to pay the contract amount.

k. The State of Florida will not intentionally award publicly funded contracts to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a(e) [Section 274A(e) of the Immigration and Nationality Act ("INA")]. The Division shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the INA. Such violation by the Subrecipient of the employment provisions contained in Section 274A(e) of the INA shall be grounds for unilateral cancellation of this Agreement by the Division.

l. Section 287.05805, Florida Statutes, requires that any state funds provided for the purchase of or improvements to real property are contingent upon the contractor or political subdivision granting to the state a security interest in the property at least to the amount of state funds provided for at

least 5 years from the date of purchase or the completion of the improvements or as further required by law. This provision is only applicable to subrecipients receiving a state cost share.

m. The Division may, at its option, terminate the Contract if the Contractor is found to have submitted a false certification as provided under section 287.135(5), F.S., or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or been engaged in business operations in Cuba or Syria, or to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

(23) LOBBYING PROHIBITION

a. 2 C.F.R. §200.450 prohibits reimbursement for costs associated with certain lobbying activities.

b. Section 216.347, Florida Statutes, prohibits “any disbursement of grants and aids appropriations pursuant to a contract or grant to any person or organization unless the terms of the grant or contract prohibit the expenditure of funds for the purpose of lobbying the Legislature, the judicial branch, or a state agency.”

c. No funds or other resources received from the Division under this Agreement may be used directly or indirectly to influence legislation or any other official action by the Florida Legislature or any State agency.

d. The Subrecipient certifies, by its signature to this Agreement, that to the best of his or her knowledge and belief:

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

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

iii. The Subrecipient shall require that this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Subrecipients shall certify and disclose accordingly.

iv. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this

certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

v. The Subrecipient and its Contractors shall sign Attachment J – Certification Regarding Lobbying.

(24) COPYRIGHT, PATENT AND TRADEMARK

EXCEPT AS PROVIDED BELOW, ANY AND ALL PATENT RIGHTS ACCRUING UNDER OR IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT ARE HEREBY RESERVED TO THE STATE OF FLORIDA; AND, ANY AND ALL COPYRIGHTS ACCRUING UNDER OR IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT ARE HEREBY TRANSFERRED BY THE SUBRECIPIENT TO THE STATE OF FLORIDA.

a. If the Subrecipient has a pre-existing patent or copyright, the Subrecipient shall retain all rights and entitlements to that pre-existing patent or copyright unless the Agreement provides otherwise.

b. If any discovery or invention is developed in the course of or as a result of work or services performed under this Agreement, or in any way connected with it, the Subrecipient shall refer the discovery or invention to the Division for a determination whether the State of Florida will seek patent protection in its name. Any patent rights accruing under or in connection with the performance of this Agreement are reserved to the State of Florida. If any books, manuals, films, or other copyrightable material are produced, the Subrecipient shall notify the Division. Any copyrights accruing under or in connection with the performance under this Agreement are transferred by the Subrecipient to the State of Florida.

c. Within thirty (30) days of execution of this Agreement, the Subrecipient shall disclose all intellectual properties relating to the performance of this Agreement which he or she knows or should know could give rise to a patent or copyright. The Subrecipient shall retain all rights and entitlements to any pre-existing intellectual property which is disclosed. Failure to disclose will indicate that no such property exists. The Division shall then, under Paragraph (25) b., have the right to all patents and copyrights which accrue during performance of the Agreement.

d. If the Subrecipient qualifies as a state university under Florida law, then, pursuant to section 1004.23, Florida Statutes, any invention conceived exclusively by the employees of the Subrecipient shall become the sole property of the Subrecipient. In the case of joint inventions, that is inventions made jointly by one or more employees of both parties hereto, each party shall have an equal, undivided interest in and to such joint inventions. The Division shall retain a perpetual, irrevocable, fully-paid, nonexclusive license, for its use and the use of its contractors of any resulting patented, copyrighted or trademarked work products, developed solely by the Subrecipient, under this Agreement, for Florida government purposes.

(25) LEGAL AUTHORIZATION

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

(26) EQUAL OPPORTUNITY EMPLOYMENT

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

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

i. 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.

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

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

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

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

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

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

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

the United States to enter into such litigation to protect the interests of the United States.

b. The Subrecipient further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

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

d. The Subrecipient further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive order. In addition, the Subrecipient agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the Subrecipient under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such Subrecipient; and refer the case to the Department of Justice for appropriate legal proceedings.

(27) CONTRACT WORK HOURS AND SAFETY STANDARDS

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

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

If the Subrecipient, with the funds authorized by this Agreement, enters into a contract that exceeds $150,000, then any such contract must include the following provision:

> Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387), and will report violations to FEMA and the Regional Office of the Environmental Protection Agency (EPA).

(29) SUSPENSION AND DEBARMENT

If the Subrecipient, with the funds authorized by this Agreement, enters into a contract, then any such contract must include the following provisions:

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

(30) BYRD ANTI-LOBBYING AMENDMENT

If the Subrecipient, with the funds authorized by this Agreement, enters into a contract, then any such contract must include the following clause:

> Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended). Contractors who apply or bid for an award of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not

and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

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

a. If the Subrecipient, with the funds authorized by this Agreement, seeks to procure goods or services, then, in accordance with 2 C.F.R. §200.321, the Subrecipient shall take the following affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used whenever possible:

i. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

ii. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

iii. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;

iv. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;

v. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and

vi. Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs i. through v. of this subparagraph.

b. The requirement outlined in subparagraph a. above, sometimes referred to as "socioeconomic contracting," does not impose an obligation to set aside either the solicitation or award of a contract to these types of firms. Rather, the requirement only imposes an obligation to carry out and document the six affirmative steps identified above.

c. The "socioeconomic contracting" requirement outlines the affirmative steps that the Subrecipient must take; the requirements do not preclude the Subrecipient from undertaking additional steps to involve small and minority businesses and women's business enterprises.

d. The requirement to divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises, does not authorize the Subrecipient to break a single project down into smaller components in order to circumvent the micro-purchase or small purchase thresholds so as to utilize streamlined acquisition procedures (e.g. "project splitting").

(32) NONDISCRIMINATION BY CONTRACTORS

Pursuant to 44 C.F.R. §§ 7 and 16, and 44 C.F.R. § 206.11, the Subrecipient must undertake an active program of nondiscrimination in its administration of disaster assistance under this Agreement. The Subrecipient is also subject to the requirements in the General Services Administrative Consolidated List of Debarred, Suspended and Ineligible Contractors, in accordance with 44 C.F.R. § 17.

(33) ASSURANCES

The Subrecipient shall comply with any Statement of Assurances incorporated as Attachment E to this Agreement ("Statement of Assurances").

(34) DUPLICATION OF BENEFITS PROHIBITED

a. The Subrecipient understands it may not receive funding under this Agreement to pay for damage covered by insurance, nor may the Subrecipient receive any other duplicate benefits from any source whatsoever.

b. The Subrecipient agrees to reimburse the Recipient if it receives any duplicate benefits, from any source, for any damage identified on the applicable Project Worksheets, for which the Subrecipient has received payment from the Recipient.

c. The Subrecipient agrees to notify the Recipient in writing within thirty (30) days of the date it becomes aware of the possible availability of, applies for, or receives funds, regardless of the source, which could reasonably be considered as duplicate benefits.

d. In the event the Recipient determines the Subrecipient has received duplicate benefits, the Subrecipient gives the Recipient the express authority to offset the amount of any such duplicate benefits by withholding them from any other funds otherwise due and payable to the Subrecipient, and to use such remedies as may be available administratively or at law to recover such benefits.

(35) ATTACHMENTS

a. All attachments to this Agreement are incorporated as if set out fully.

b. In the event of any inconsistencies or conflict between the language of this Agreement and the attachments, the language of the attachments shall control, but only to the extent of the conflict or inconsistency.

c. This Agreement has the following attachments:

i. Exhibit 1 – Funding Sources
ii. Attachment A – Budget and Project List
iii. Attachment B – Scope of Work, Deliverables, and Financial Consequences
iv. Attachment C – Certification Regarding Debarment
v. Attachment D – Designation of Authority
vi. Attachment E – Statement of Assurances
vii. Attachment F - Alternative Procedures for Permanent Work Pilot
viii. Attachment G – Public Assistance Program Guidance
ix. Attachment H – Federal Funding Accountability and Transparency Act (FFATA) Reporting
x. Attachment I – Mandatory Contract Provisions

xi. Attachment J – Certification Regarding Lobbying

xii. Attachment K – Justification for Advance Payment

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

SUBRECIPIENT: Destin, City Of

By: _____ SIGN HERE

(Signature)

Name: Gary Jarvis

Title: Mayor

Date: _____ Date

FEIN# 59-2480854

STATE OF FLORIDA

DIVISION OF EMERGENCY MANAGEMENT

By: _____

Jared Moskowitz, Director

Date: _____

EXHIBIT – 1

FUNDING SOURCES

THE FOLLOWING FEDERAL RESOURCES ARE AWARDED TO THE SUBRECIPIENT UNDER THIS AGREEMENT:

Federal Program

Federal agency: Federal Emergency Management Agency: Public Assistance Program

Catalog of Federal Domestic Assistance: 97.036

Amount of Federal Funding: $ _____

THE FOLLOWING COMPLIANCE REQUIREMENTS APPLY TO THE FEDERAL RESOURCES AWARDED UNDER THIS AGREEMENT:

- 2 C.F.R. Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
- 44 C.F.R. Part 206
- The Robert T. Stafford Disaster Relief and Emergency Assistance Act, Public Law 93-288, as amended, 42 U.S.C. 5121 et seq., and Related Authorities
- FEMA Public Assistance Program and Policy Guide, 2018 V3.1- effective for all emergencies and major disasters declared on or after August 23, 2017.
    - Link here: https://www.fema.gov/media-library/assets/documents/111781

Federal Program:

1. Subrecipient is to use funding to perform eligible activities in accordance with the Stafford Act, FEMA Public Assistance Program and Policy Guide, 2018 V3.1 and approved Project Worksheet(s) (PW). Eligible work is classified into the following categories:

   Emergency Work
   Category A: Debris Removal
   Category B: Emergency Protective Measures
   Permanent Work
   Category C: Roads and Bridges
   Category D: Water Control Facilities
   Category E: Public Buildings and Contents
   Category F: Public Utilities
   Category G: Parks, Recreational, and other Facilities
   Management Costs
   Category Z: Management Costs

2. Subrecipient is subject to all administrative and financial requirements as set forth in this Agreement or will be in violation of the terms of the Agreement.

Attachment A

Budget and Project List

Budget:

The Budget of this Agreement is initially determined by the amount of any Project Worksheet(s) (PW) that the Federal Emergency Management Administration (FEMA) has obligated for a Sub-Recipient at the time of execution. Subsequent PWs or revisions thereof will increase or decrease the Budget of this Agreement. The PW(s) that have been obligated are:

DR-4564			Sub-Recipient: Destin, City Of								
PW #	Cat	Project Title	Federal Share	Fed %	State Share	State %	Local Share	Local %	Total Eligible Amount	POP Start Date	POP End Date
		Total:	$0.00		$0.00		$0.00		$0.00		

Attachment B

SCOPE OF WORK, DELIVERABLES and FINANCIAL CONSEQUENCES

Scope of Work

FEMA has sole authority for determining eligibility of project activities and associated costs. The Subrecipient is required to complete all eligible Projects and submit appropriate supporting documentation for all work and costs, as approved by FEMA.

When FEMA has obligated funding for a Subrecipient's PW, the Division notifies the Subrecipient with a copy of the PW (or P2 Report). Budget and Project List – Attachment A of this Agreement will be modified quarterly, as necessary, to incorporate new PWs or PW versions. **For the purpose of this Agreement, each Project will be monitored, completed and reimbursed independently of the other Projects which are made part of this Agreement.**

Deliverables

For the purposes of this agreement, each project will be a standalone deliverable but may be compensated incrementally based on the Subrecipient's expenditures. The required performance level is satisfactory completion of the project as identified in the Scope of Work, the approved PW, and subsequent PW versions, if applicable.

Large Project Deliverables –
Reimbursement requests will be submitted separately for each Large Project. Any request for reimbursement shall provide adequate, well organized and complete source documentation to support all costs related to the Project. Requests and associated documentation which do not conform will be returned to the Subrecipient prior to acceptance for payment.

Reimbursement up to 100% of the total eligible amount will be paid upon acceptance and is contingent upon:

- Timely submission of Quarterly Reports (due fifteen (15) days after end of each quarter).
- Timely submission of invoices (Requests for Reimbursement) and supported by documentation for all costs of the project or services in detail sufficient for a proper pre-audit and post-audit thereof. The final invoice shall be submitted within sixty (60) days after the expiration of the agreement or completion of the project, whichever occurs first. An explanation of any circumstances prohibiting the submittal of quarterly invoices shall be submitted to the Division's as in ownership of the Grant Manager as part of the Subrecipient's quarterly reporting as referenced in Paragraph 7 of this agreement. Adjustments to the invoicing schedule must be approved in advance in writing by the Division's Grant Manager.
- Timely submission of Request for Final Inspection (within ninety (90) days of project completion – for each project).

Small Projects Deliverables –
Small projects will be paid upon obligation of the Project Worksheet and execution of the subgrant agreement. The Subrecipient must initiate the Small Project Closeout in the grants management system within sixty (60) days of completion of the project work, or no later than the period of performance end date. Small Project Closeout is initiated by logging into the grants management system, selecting the Subrecipient's account, then selecting 'Create New Request', and selecting 'New Small Project Completion/Closeout'. Complete the form and 'Save'. The final action is to advance the form to the next queue for review.

Financial Consequences

2 CFR 200.338 and Section 215.971, Florida Statutes, requires the Division, as the recipient of Federal funding, to apply financial consequences, including withholding a portion of funding up to the full amount in the event that the Subrecipient fails to be in compliance with Federal, State, and Local requirements, or satisfactorily perform required activities/tasks.

For any Project (PW) that the Subrecipient fails to complete in compliance with Federal, State and Local requirements, the Division shall withhold a portion of the funding up to the full amount until such compliance is either ultimately obtained or the project is deobligated by FEMA and/or withdrawn.

The Division shall apply the following financial consequences in these specifically identified events:

Work performed outside the Period of Performance –
Based on 2 C.F.R. Section §200.309, a Subrecipient may be reimbursed only for eligible costs incurred for work performed within the period of performance. Costs incurred as a result of work performed outside of the period of performance will be deemed not allowable and ineligible for reimbursement by the Division as a financial consequence. If the Subrecipient does not anticipate finishing the work within the original period of performance, it must request a time extension and support that the work cannot be timely completed due to extenuating circumstances beyond the Subrecipient's control (Attachment G).

Additionally, if the project is not completed within the period of performance and a time extension request was not granted, the Division will coordinate with the Federal Awarding Agency to adjust the costs obligated amount to reflect the actual allowable costs incurred during the period of performance as a financial consequence.

Failure to timely submit quarterly reports –
Pursuant to 2 C.F.R. Section 328, the Division is responsible for oversight of the operations of the Federal award supported activities. Section 215.971, Florida Statutes, provides the Division must monitor the activities performed under Federal awards to assure compliance with applicable Federal and State requirements and gain assurances that performance expectations are being achieved. Paragraph (12) of the subgrant agreement also requires the Subrecipient to submit a quarterly report that identifies the progress made on the project and will at a minimum include details regarding the status of all work in progress, work that has been completed, and work that has yet to begin.

These reports are due to the Division no later than fifteen (15) days after the end of each quarter of the program year and shall be sent each quarter until submission of the administrative close-out report. In the event that a Subrecipient fails to timely submit this quarterly report, the Division will:

- Withhold $500.00 from the next approved and final payment/payable for each project not reflected on a timely submitted Quarterly Report.

Failure to timely submit Requests for Final Inspection-
The submission of a request for Final Inspection is due within ninety (90) days of project completion for each project. In the event a Subrecipient fails to timely Request a Final Inspection, the Division will enforce the following:

- Withhold any and all final and approved payments/payables for each project for which a Request for Final Inspection is not timely submitted.
    - Once the Request for Final Inspection is received, such funds will be released and paid to the Subrecipient.

The Division retains the right to impose financial consequences for instances of non-performance or non-compliance not specifically addressed in this section.

Attachment C

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY and VOLUNTARY EXCLUSION

With respect to any Subrecipient of the State, which receives funds under this Agreement from the Federal government, to the best of its knowledge and belief, that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

2. Have not within the five-year period preceding entering into this Agreement had one or more public transactions (Federal, State, or Local) terminated for cause or default; and

3. Have not within the five-year period preceding entering into this proposal been convicted of or had a civil judgment rendered against them for:

a) the commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or Local) transaction or a contract under public transaction, or b) violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property.

The Subrecipient understands and agrees that the language of this certification must be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, contracts under grants, loans, and cooperative agreements) and that all contractors and sub-contractors must certify and disclose accordingly.

The Subrecipient further understands and agrees that this certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into.

By: SIGN HERE
Signature

Destin, City Of
Subrecipient's Name

Gary Jarvis, Mayor
Name and Title

Z2604
DEM Contract Number

4200 Indian Bayou Trail
Street Address

Destin, FL, 32541
City, State, Zip

Date
Date

Attachment D

DESIGNATION OF AUTHORITY

The **Designation of Authority Form** is submitted with each new disaster or emergency declaration to provide the authority for the Subrecipient's Primary Agent and Alternate Agent to access the FDEM Grants Management System in order to enter notes, review notes and documents, and submit the documentation necessary to work the new event. The Designation of Authority Form is originally submitted as Attachment "D" to the PA Funding Agreement for each disaster or emergency declaration. Subsequently, the Primary or Alternate contact should review the agency contacts at least quarterly. The Authorized Representative can request a change in contacts via email to the State team; a note should be entered in FDEM Grants Management System if the list is correct. Contacts should be removed as soon as they separate, retire, or are reassigned by the Agency. A new form will only be needed if all authorized representatives have separated from your agency. Note that if a new Designation form is submitted, all Agency Representatives currently listed as contacts that are not included on the updated form will be deleted from FDEM Grants Management System as the contacts listed are replaced in the system, not supplemented. All users must log in on a monthly basis to keep their accounts from becoming locked. **Note:** a designation of authority is NOT a delegation of authority. A signatory must have an attached delegation of authority as appropriate.

Instructions for Completion

Complete the form in its entirety, listing the name and information for all representatives who will be working in the FDEM Grant Management System. Users will be notified via email when they have been granted access. The user must log in to the FDEM Grants Management System within twelve (12) hours of being notified or their account will lock them out. Each user must log in within a sixty (60) day time period or their account will lock them out. In the event you try to log in and your account is locked, submit a ticket using the Access Request link on the home page.

The form is divided into twelve blocks; each block must be completed where appropriate.

Block 1: "Authorized Agent" – This should be the highest authority in your organization who is authorized to sign legal documents on behalf of your organization. (Only one Authorized Agent is allowed, and this person will have full access/authority unless otherwise requested).

Block 2: "Primary Agent" – This is the person designated by your organization to receive all correspondence and is our main point of contact. This contact will be responsible for answering questions, uploading documents, and submitting reports/requests in FDEM Grants Management System. The Primary Agent is usually not the Authorized Agent but should be responsible for updating all internal stakeholders on all grant activities. (Only one Primary Agent is allowed, and this contact will have full access).

Block 3: "Alternate Agent" – This is the person designated by your organization to be available when the Primary is not. (Only one Alternate Agent is allowed, and this contact will have full access).

Block 4, 5, and 6: "Other" (Finance/Point of Contact, Risk Management-Insurance, and Environmental-Historic). Providing these contacts is essential in the coordination and communication required between State and Local subject matter experts. We understand that the same agent may be identified in multiple blocks, however we ask that you enter the name and information again to ensure we are communicating with the correct individuals.

Block 7 – 12: "Other" (Read Only Access) – There is no limit on "Other" contacts, but we ask that this be restricted to those that are going to actually need to log in and have a role in reviewing the information. This designation is only for situational awareness purposes as individuals with the "Other Read-Only" designation cannot take any action in FDEM Grants Management System.

DESIGNATION OF AUTHORITY (AGENTS)
FEMA/GRANTEE PUBLIC ASSISTANCE PROGRAM
FLORIDA DIVISION OF EMERGENCY MANAGEMENT

Sub-Grantee: Destin, City Of

Box 1: Authorized Agent (Full Access)	**Box 2: Primary Agent** (Full Access)
Agent's Name Gary Jarvis	Agent's Name Lance A. Johnson
Signature SIGN HERE	Signature
Organization / Official Position Mayor, City of Destin	Organization / Official Position City Manager
Mailing Address 4200 Indian Bayou Trail	Mailing Address 4200 Indian Bayou Trail
City, State, Zip Destin, FL, 32541	City, State, Zip Destin, FL 32541
Daytime Telephone 850-837-4242	Daytime Telephone 850-837-4242
E-mail Address gjarvis@cityofdestin.com	E-mail Address ljohnson@cityofdesitn.com
Box 3: Alternate Agent (Full Access)	**Box 4: Other-Finance/Point of Contact** (Full Access)
Agent's Name Lorraine Berish	Official's Name Krystal Strickland
Signature	Signature
Organization / Official Position Sr. Administrative Coordinator	Organization / Official Position Finance Director
Mailing Address 4200 Indian Bayou Trail	Mailing Address 4200 Indian Bayou Trail
City, State, Zip Destin, FL 32541	City, State, Zip Destin, FL 32541
Daytime Telephone 850-460-8536	Daytime Telephone 850-837-4242
E-mail Address lberish@cityofdestin.com	E-mail Address kstrickland@cityofdestin.com
Box 5: Other-Risk Mgmt-Insurance (Full Access)	**Box 6: Other-Environmental-Historic** (Full Access)
Agent's Name Nichole DeVito	Agent's Name Jeff Cozadd
Signature	Signature
Organization / Official Position HR/Risk Manager	Organization / Official Position Projects/Grants/Contracts Manager
Mailing Address 4200 Indian Bayou Trail	Mailing Address 4200 Indian Bayou Trail
City, State, Zip Destin, FL 32541	City, State, Zip Destin, FL 32541
Daytime Telephone 850-837-4242	Daytime Telephone 850-837-4242
E-mail Address ndevito@cityofdestin.com	E-mail Address jcozadd@cityofdestin.com

The above Primary and Alternate Agents are hereby authorized to execute and file an Application for Public Assistance on behalf of the Sub-grantee for the purpose of obtaining certain Grantee and Federal financial assistance under the Robert T. Stafford Disaster Relief & Emergency Assistance Act, (Public Law 93-288 as amended) or otherwise available. These agents are authorized to represent and act for the Sub-Grantee in all dealings with the State of Florida, Grantee, for all matters pertaining to such disaster assistance previously signed and executed by the Grantee and Sub-grantee. Additional contacts may be placed on page 2 of this document for read only access by the above Authorized Agents.

SIGN HERE

_____

Sub-Grantee Authorized Agent Signature

Date

_____

Date

DESIGNATION OF AUTHORITY (AGENTS)
FEMA/GRANTEE PUBLIC ASSISTANCE PROGRAM
FLORIDA DIVISION OF EMERGENCY MANAGEMENT

Sub-Grantee: Destin, City Of **Date:**

Box 7: **Other** (Read Only Access)	**Box 8:** **Other** (Read Only Access)
Agent's Name	Agent's Name
Signature	Signature
Organization / Official Position	Organization / Official Position
Mailing Address	Mailing Address
City, State, Zip	City, State, Zip
Daytime Telephone	Daytime Telephone
E-mail Address	E-mail Address
Box 9: **Other** (Read Only Access)	**Box 10:** **Other** (Read Only Access)
Agent's Name	Official's Name
Signature	Signature
Organization / Official Position	Organization / Official Position
Mailing Address	Mailing Address
City, State, Zip	City, State, Zip
Daytime Telephone	Daytime Telephone
E-mail Address	E-mail Address
Box 11: **Other** (Read Only Access)	**Box 12:** **Other** (Read Only Access)
Agent's Name	Agent's Name
Signature	Signature
Organization / Official Position	Organization / Official Position
Mailing Address	Mailing Address
City, State, Zip	City, State, Zip
Daytime Telephone	Daytime Telephone
E-mail Address	E-mail Address

Sub-Grantee's Fiscal Year (FY) Start: **Month:** **Day:**

Sub-Grantee's Federal Employer's Identification Number (EIN) 59 - 2480854

Sub-Grantee's Grantee Cognizant Agency for Single Audit Purposes: Florida Division of Emergency Management

Sub-Grantee's: FIPS Number (If Known) 091 - 17325 - 00

NOTE: This form should be reviewed and necessary updates should be made each quarter to maintain efficient communication and continuity throughout staff turnover. Updates may be made by email to the state team assigned to your account. A new form will only be needed if all authorized representatives have separated from your agency. Be aware that submitting a new Designation of Authority affects the contacts that have been listed on previous Designation forms in that the information in FloridaPA.org will be updated and the contacts listed above will replace, not supplement, the contacts on the previous list.

Attachment E

STATEMENT OF ASSURANCES

1) The Subrecipient hereby certifies compliance with all Federal statutes, regulations, policies, guidelines, and requirements, including but not limited to OMB Circulars No. A-21, A-87, A-110, A-122, and A-128; E.O. 12372; and Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200; that govern the application, acceptance and use of Federal funds for this Federally-assisted project.

2) Additionally, to the extent the following provisions apply to this Agreement, the Subrecipient assures and certifies that:

    a. It possesses legal authority to apply for the grant, and to finance and construct the proposed facilities; that a resolution, motion, or similar action has been duly adopted or passed as an official act of the Subrecipient's governing body, authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the Subrecipient to act in connection with the application and to provide such additional information as may be required.

    b. To the best of its knowledge and belief the disaster relief work described on each Federal Emergency Management Agency (FEMA) Project Application for which Federal Financial assistance is requested is eligible in accordance with the criteria contained in 44 C.F.R. § 206, and applicable FEMA policy documents.

    c. The emergency or disaster relief work therein described for which Federal Assistance is requested hereunder does not, or will not, duplicate benefits available for the same loss from another source.

3) The Subrecipient further assures it will:

    a. Have sufficient funds available to meet the non-Federal share of the cost for construction projects. Sufficient funds will be available when construction is completed to assure effective operation and maintenance of the facility for the purpose constructed, and if not, it will request a waiver from the Governor to cover the cost.

    b. Refrain from entering into a construction contract(s) for the project or undertake other activities until the conditions of the grant program(s) have been met, all contracts meet Federal, State, and Local regulations.

    c. Provide and maintain competent and adequate architectural engineering supervision and inspection at the construction site to ensure that the completed work conforms to the approved plans and specifications and will furnish progress reports and such other information as the Federal grantor agency may need.

    d. Cause work on the project to be commenced within a reasonable time after receipt of notification from the approving Federal agency that funds have been approved and will see that work on the project will be done to completion with reasonable diligence.

    e. Not dispose of or encumber its title or other interests in the site and facilities during the period of Federal interest or while the Government holds bonds, whichever is longer.

    f. Provide without cost to the United States and the Recipient all lands, easements and rights-of-way necessary for accomplishment of the approved work and will also hold and save the United States and the Recipient free from damages due to the approved work or Federal funding.

    g. Establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.

    h. Assist the Federal grantor agency in its compliance with Section 106 of the National Historic Preservation Act of 1966 as amended, Executive Order 11593, and the Archeological and Historical Preservation Act of 1966 by:

i. Consulting with the State Historic Preservation Officer on the conduct of investigations, as necessary, to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (see 36 C.F.R. Part 800.8) by the activity, and notifying the Federal grantor agency of the existence of any such properties; and,

ii. By complying with all requirements established by the Federal grantor agency to avoid or mitigate adverse effects upon such properties.

i. Give the sponsoring agency or the Comptroller General, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the grant.

j. With respect to demolition activities:

i. Create and make available documentation sufficient to demonstrate that the Subrecipient and its demolition contractor have sufficient manpower and equipment to comply with the obligations as outlined in this Agreement;

ii. Return the property to its natural state as though no improvements had been contained thereon;

iii. Furnish documentation of all qualified personnel, licenses, and all equipment necessary to inspect buildings located in Subrecipient's jurisdiction to detect the presence of asbestos and lead in accordance with requirements of the U.S. Environmental Protection Agency, the Florida Department of Environmental Protection, and the appropriate County Health Department;

iv. Provide documentation of the inspection results for each structure to indicate safety hazards present, health hazards present, and/or hazardous materials present;

v. Provide supervision over contractors or employees employed by the Subrecipient to remove asbestos and lead from demolished or otherwise applicable structures;

vi. Leave the demolished site clean, level, and free of debris;

vii. Notify the Recipient promptly of any unusual existing condition which hampers the contractors work;

viii. Obtain all required permits;

ix. Provide addresses and marked maps for each site where water wells and septic tanks are to be closed, along with the number of wells and septic tanks located on each site, and provide documentation of such closures;

x. Comply with mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act;

xi. Comply with all applicable standards, orders, or requirements issued under Section 112 and 306 of the Clean Air Act, Section 508 of the Clean Water Act, Executive Order 11738, and the U.S. Environmental Protection Agency regulations. (This clause must be added to any subcontracts); and,

xii. Provide documentation of public notices for demolition activities.

k. Require facilities to be designed to comply with the "American Standard Specifications for Making Buildings and Facilities Accessible to, and Usable by the Physically Handicapped," Number A117.1-1961, as modified. The Subrecipient will be responsible for conducting inspections to ensure compliance with these specifications by the contractor.

l. Provide an Equal Employment Opportunity Program, if required to maintain one, where the application is for $500,000.00 or more.

m. Return overpaid funds within the forty-five (45) day requirement, and if unable to pay within the required time period, begin working with the Recipient in good faith to agree upon a repayment date.

n. In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the Grounds of race, color, religion, national origin, sex, or disability against a recipient of funds, forward a copy of the finding to the Office for Civil Rights, Office of Justice Programs.

4) The Subrecipient agrees it will comply with the:

a. Requirements of all provisions of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 which provides for fair and equitable treatment of persons displaced as a result of Federal and Federally assisted programs.

b. Provisions of Federal law found at 5 U.S.C. § 1501, et. seq. which limit certain political activities of employees of a State or Local unit of government whose principal employment is in connection with an activity financed in whole or in part by Federal grants.

c. Provisions of 18 U.S.C. §§ 594, 598, and 600-605 relating to elections, relief appropriations, and employment, contributions, and solicitations.

d. Minimum wage and maximum hour's provisions of the Federal Fair Labor Standards Act.

e. Contract Work Hours and Safety Standards Act of 1962, requiring that mechanics and laborers (including watchmen and guards) employed on Federally assisted contracts be paid wages of not less than one and one-half times their basic wage rates for all hours worked in excess of forty hours in a work week.

f. Federal Fair Labor Standards Act, requiring that covered employees be paid at least the minimum prescribed wage, and also that they be paid one and one-half times their basic wage rates for all hours worked in excess of the prescribed workweek.

g. Anti-Kickback Act of 1986, which outlaws and prescribes penalties for "kick-backs" of wages in Federally financed or assisted construction activities.

h. Requirements imposed by the Federal sponsoring agency concerning special requirements of law, program requirements, and other administrative requirements. It further agrees to ensure that the facilities under its ownership, lease or supervision which are utilized in the accomplishment of the project are not listed on the Environmental Protection Agency's (EPA) list of Violating Facilities and that it will notify the Federal grantor agency of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA.

i. Flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973, which requires that on and after March 2, 1975, the purchase of flood insurance in communities where such insurance is available, as a condition for the receipt of any Federal financial assistance for construction or acquisition purposes for use in any area that has been identified by the Secretary of the Department of Housing and Urban Development as an area having special flood hazards. The phrase "Federal financial assistance" includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect Federal assistance.

j. Insurance requirements of Section 314, PL 93-288, to obtain and maintain any other insurance as may be reasonable, adequate, and necessary to protect against further loss to any property which was replaced, restored, repaired, or constructed with this assistance. Note that FEMA provides a mechanism to modify this insurance requirement by filing a request for an insurance commissioner certification (ICC). The State's insurance commissioner cannot waive Federal insurance requirements but may certify the types and extent of insurance reasonable to protect against future loss to an insurable facility.

k. Applicable provisions of Title I of the Omnibus Crime Control and Safe Streets Act of 1968, as amended, the Juvenile Justice and Delinquency Prevention Act, or the Victims of Crime Act, as appropriate; the provisions of the current edition of the Office of Justice Programs Financial and Administrative Guide for Grants, M7100.1; and all other applicable Federal laws, orders, circulars, or regulations, and assure the compliance of all its Subrecipients and contractors.

l. Provisions of 28 C.F.R. applicable to grants and cooperative agreements including Part 18, Administrative Review Procedure; Part 20, Criminal Justice Information Systems; Part 22, Confidentiality of Identifiable Research and Statistical Information; Part 23, Criminal Intelligence Systems Operating Policies; Part 30, Intergovernmental Review of Department of Justice Programs and Activities; Part 42, Nondiscrimination/Equal Employment Opportunity Policies and Procedures; Part 61, Procedures for Implementing the National Environmental Policy Act; Part 63, Floodplain Management and Wetland Protection Procedures; and Federal laws or regulations applicable to Federal Assistance Programs.

m. Lead-Based Paint Poison Prevention Act which prohibits the use of lead-based paint in construction of rehabilitation or residential structures.

n. Energy Policy and Conservation Act and the provisions of the State Energy Conservation Plan adopted pursuant thereto.

o. Non-discrimination requirements of the Omnibus Crime Control and Safe Streets Act of 1968, as amended, or Victims of Crime Act (as appropriate); Section 504 of the Rehabilitation Act of 1973, as amended; Subtitle A, Title II of the Americans with Disabilities Act (ADA) (1990); Title IX of the Education Amendments of 1972; the Age Discrimination Act of 1975; Department of Justice Non-Discrimination Regulations; and Department of Justice regulations on disability discrimination, and assure the compliance of all its Subrecipients and contractors.

p. Provisions of Section 311, P.L. 93-288, and with the Civil Rights Act of 1964 (P.L. 83-352) which, in Title VI of the Act, provides that no person in the United States of America, Recipients shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Subrecipient receives Federal financial assistance and will immediately take any measures necessary to effectuate this agreement. If any real property or structure is provided or improved with the aid of Federal financial assistance extended to the Subrecipient, this assurance shall obligate the Subrecipient or in the case of any transfer of such property, any transferee, for the period during which the real property or structure is used for a purpose for which the Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits.

q. Provisions of Title IX of the Education Amendments of 1972, as amended which prohibits discrimination on the basis of gender.

r. Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, relating to nondiscrimination on the basis of alcohol abuse or alcoholism.

s. Provisions of 523 and 527 of the Public Health Service Act of 1912 as amended, relating to confidentiality of alcohol and drug abuse patient records.

t. Applicable provisions of the following laws and policies prohibiting discrimination:

    i. Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination based on race, color, or national origin (including limited English proficiency).

    ii. Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination based on disability.

    iii. Title IX of the Education Amendments Act of 1972, as amended, which prohibits discrimination based on sex in education programs or activities.

    iv. Age Discrimination Act of 1975, which prohibits discrimination based on age.

    v. U.S. Department of Homeland Security regulation 6 C.F.R. Part 19, which prohibits discrimination based on religion in social service programs.

u. Provisions of all appropriate environmental laws, including but not limited to:

    vi. The Clean Air Act of 1955, as amended;

    vii. The Clean Water Act of 1977, as amended;

viii. The Endangered Species Act of 1973;

ix. The Intergovernmental Personnel Act of 1970;

x. Environmental standards which may be prescribed pursuant to the National Environmental Policy Act of 1969;

xi. The Wild and Scenic Rivers Act of 1968, related to protecting components or potential components of the national wild and scenic rivers system;

xii. The Fish and Wildlife Coordination Act of 1958;

xiii. Environmental standards which may be prescribed pursuant to the Safe Drinking Water Act of 1974, regarding the protection of underground water sources;

xiv. The provisions of the Coastal Barrier Resources Act (P.L. 97-348) dated October 19, 1982 which prohibits the expenditure of newest Federal funds within the units of the Coastal Barrier Resources System.

v. The provisions of all Executive Orders including but not limited to:

i. Executive Order 11246 as amended by Executive Orders 11375 and 12086, and the regulations issued pursuant thereto, which provide that no person shall be discriminated against on the basis of race, color, religion, sex or national origin in all phases of employment during the performance of Federal or Federally assisted construction contracts; affirmative action to insure fair treatment in employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff/termination, rates of pay or other forms of compensation; and election for training and apprenticeship.

ii. EO 11514 (NEPA).

iii. EO 11738 (violating facilities).

iv. EO 11988 (Floodplain Management).

v. EO 11990 (Wetlands).

vi. EO 12898 (Environmental Justice).

For Recipients other than individuals, the provisions of the DRUG-FREE WORKPLACE as required by the Drug-Free Workplace Act of 1988. This assurance is given in consideration of and for the purpose of obtaining Federal grants, loans, reimbursements, advances, contracts, property, discounts and/or other Federal financial assistance extended to the Subrecipient by FEMA. The Subrecipient understands that such Federal Financial assistance will be extended in reliance on the representations and agreements made in this Assurance and that both the United States and the Recipient have the joint and several right to seek judicial enforcement of this assurance. This assurance is binding on the Subrecipient, its successors, transferees, and assignees.

FOR THE SUBRECIPIENT:

SIGN HERE

_____

Signature

Gary Jarvis, Mayor Date

Printed Name and Title Date

FEMA

Public Assistance Alternative Procedures for Permanent Work Pilot (Version 4)

FEMA Recovery Policy FP 104-009-7

BACKGROUND

Section 428 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act, as amended, (Stafford Act)[1] authorizes FEMA to award Public Assistance (PA) funding based on fixed estimates. This version 4 of the *Public Assistance Alternative Procedures for Permanent Work Pilot* (Pilot) policy supersedes version 3 and the Alternative Procedures Project language in Chapter 2.VII.G of the *Public Assistance Program and Policy Guide*[2] (PAPPG). All other portions of the PAPPG apply except where specifically stated otherwise.

PURPOSE

The purpose of this policy is to define the framework and requirements to ensure appropriate and consistent implementation.

PRINCIPLES

A. Increase flexibility in the administration of such assistance by allowing Applicants to use funds in a manner that best meets their specific needs for recovery, long-term resiliency, and future preparedness.

B. Simplify the delivery of assistance and reduce administrative costs associated with PA projects.

REQUIREMENTS

A. FIXED-COST OFFER ACCEPTANCE

Outcome: Enable Applicants to drive their own recovery.

1. FEMA and the Recipient will work with the Applicant to formulate disaster-related damage into projects and reach agreement on the eligible scopes of work (SOW) for all Permanent Work projects. Once agreement is reached on the disaster-related damage and eligible SOW, FEMA or the Applicant will develop a cost estimate in accordance with Section G, *Cost Estimates*.

2. After the cost estimate is developed by FEMA or developed by the Applicant and validated by FEMA as being reasonable and eligible based on the work required to address the disaster-related damage, FEMA will transmit a fixed-cost offer via its Grants Manager/Portal to the Applicant for acceptance.

[1] Robert T. Stafford Disaster Relief and Emergency Assistance Act, 42 U.S.C. § 5121, *et seq.*, as amended.
[2] www.fema.gov/media-library/assets/documents/111781

3. The total fixed-cost amount is established based on the aggregate of:
   a. The estimated cost to restore disaster damaged facilities to pre-disaster design (size and capacity) and function in accordance with eligible codes and standards; and
   b. The estimated cost for cost-effective hazard mitigation measures associated with the actual restoration SOW to be implemented.
4. If the Applicant accepts the fixed-cost offer for a Large Project, it is considered a Pilot Project and the Applicant will:
   a. Not be required to rebuild the facilities back to what existed prior to the disaster.
   b. Be allowed to share funds across all of its Pilot Projects.
   c. Not be required to track costs to specific work items.
   d. Not be required to track costs or work to specific Pilot Projects since funds can be shared across all of its Pilot Projects.
   e. Be allowed to retain and use excess funds to reduce risk and improve future disaster operations (subject to timely closeout).
   f. Be eligible for cost-effective hazard mitigation on replacement projects.

B. DEADLINES

Outcome: Increase speed of recovery through timely agreement on fixed-cost offers.

1. Applicants have no more than 18 months from the disaster declaration date to:
   a. Determine the actual SOW and hazard mitigation measures to be implemented; and
   b. Accept a fixed-cost offer for each project (also subject to 30-day deadline from receipt, see B.2).
2. Each time FEMA transmits a fixed-cost offer, the Recipient and Applicant will have a combined total of 30 calendar days from the date of FEMA's transmittal of the fixed-cost offer to accept the offer (not to exceed the 18-month deadline). Any projects without accepted fixed-cost offers by the 30-day and 18-month deadlines will be processed using standard PA policies and procedures and funded in accordance with Title 44 Code of Federal Regulations §206.205.
3. Time extensions to accept fixed-cost offers must be approved by FEMA's Assistant Administrator for Recovery.

C. HAZARD MITIGATION

Outcome: Promote resiliency through inclusion of hazard mitigation.

1. When the Applicant is restoring a facility to pre-disaster function, size, capacity, and location, FEMA evaluates the proposed hazard mitigation SOW and cost-effectiveness based on the criteria in Chapter 2.VII.C of the PAPPG.
2. When the Applicant is restoring the function, but changing the pre-disaster capacity of a facility (Improved Project), the proposed hazard mitigation SOW is developed based on the actual SOW to be implemented; however, the cost-effectiveness is evaluated based on the fixed-cost amount accepted for the pre-disaster restoration SOW. If the capacity is

increased, the proposed hazard mitigation SOW and cost is limited to the SOW and cost necessary to mitigate to the pre-disaster capacity of the damaged facility.

3. Applicants must complete the approved hazard mitigation in order to retain the fixed-cost amount accepted for hazard mitigation.

D. USE OF FUNDS

Outcome: Increase effectiveness of assistance through increased flexibility and expanded use of funds.

1. Applicants may use fixed-cost funds, including any excess funds across all Pilot Projects.
2. Applicants may request to use fixed-cost funds for any of the activities defined as eligible under the *Use of Fixed-Cost Funds* column in the table below. Once FEMA approves and the Applicant completes the SOW associated with these activities, the Applicant may use any excess funds for the expanded list of eligible activities listed under the *Use of Excess Funds* column.
3. Any excess funds remaining after the approved SOW is complete may be used for cost-effective activities that reduce the risk of future damage, hardship, or suffering from a major disaster, and activities that improve future PA operations or planning. The Applicant must submit a proposed SOW for use of any excess funds, along with a project timeline to the Recipient within 90 days of the date the last Alternative Procedures Project was completed. The Recipient must forward the request to FEMA within 180 days of date the last Alternative Procedures Project was completed. FEMA will evaluate the proposed use of excess funds for reasonableness to ensure prudent use of funds. FEMA will also evaluate the submitted project timeline and approve an appropriate deadline for project completion, not to exceed the overall disaster period of performance.
4. The following table lists examples of eligible and ineligible types of work and costs when using fixed-cost funds and excess funds.

Type of Work or Cost (all work or costs listed must otherwise be eligible for PA)	Use of Fixed-Cost Funds	Use of Excess Funds
Restoration of disaster-damaged facilities and equipment	Eligible	Eligible
Restoration of disaster-damaged facilities in undeclared areas within the same State or Tribal area	Ineligible	Eligible
Alternate Projects (e.g., purchasing equipment, constructing new facilities, improvements to undamaged facilities such as shelters and emergency operation centers) in declared areas	Eligible	Eligible
Cost-effective hazard mitigation measures for undamaged facilities	Ineligible	Eligible
Covering future insurance premiums, including meeting obtain and maintain (O&M) insurance requirements, on damaged or undamaged facilities	Ineligible	Eligible

Work on facilities that are ineligible due to a failure to meet previous O&M requirements	Ineligible	Ineligible
Conducting or participating in training for response or recovery activities, including Federal grants management or procurement courses	Ineligible	Eligible
Planning for future disaster response and recovery operations, such as developing or updating plans (e.g., Debris Management Plans, Hazard Mitigation Plans, Pre-disaster Recovery Plans, Emergency Management/Operation Plans), integrating these plans into other plans, preparedness activities, exercises, and outreach	Ineligible	Eligible
Salaries for PA or emergency management staff. This may include but is not limited to staff performing PA grant administration, monitoring, and closeout activities for other PA disaster grants, and staff developing or updating disaster plans	Ineligible	Eligible
Paying down debts	Ineligible	Ineligible
Covering operating expenses	Ineligible	Ineligible
Covering budget shortfalls	Ineligible	Ineligible
Covering the non-Federal cost share of FEMA projects or other Federal awards	Ineligible	Ineligible

E. SCOPE OF WORK CHANGES

Outcome: Reduce administrative burden by simplifying requirements for changes to a SOW.

1. Once the SOW is approved and a fixed-cost offer is accepted:
   a. The Applicant must notify FEMA prior to making SOW changes that involve:
      i. Buildings or structures that are 45 years of age or older;
      ii. Ground disturbing activities; or
      iii. Work in or near waterways.
   b. With exception of buildings or structures that are 45 years of age or older, the Applicant does not need to notify FEMA when it intends to make changes that substantially conform to the approved SOW. Changes that substantially conform include items, such as:
      i. Substitutions in material type (e.g., pre-cast concrete vs. steel beam, stainless steel vs. galvanized fasteners); or
      ii. Interior floor plan reconfigurations (e.g., adding, moving, or removing rooms/features).
   c. If the Applicant wishes to change the SOW to the extent that it changes the hazard mitigation, such changes must be approved within the 18-month deadline and the fixed-cost offer amount will be adjusted to reflect the revised hazard mitigation SOW.

F. ENVIRONMENTAL AND HISTORIC PRESERVATION

Outcome: Ensure all projects are compliant with environmental and historic preservation (EHP) laws, regulations, and executive orders.

1. FEMA will conduct EHP compliance reviews on the actual SOW to be implemented. EHP review needs to occur prior to FEMA approval and prior to the Applicant starting any work that has potential to impact the environment, historic properties, or archaeological resources. This includes, but is not limited to, demolition, site preparation, and ground disturbing activities.

2. The Applicant must comply with all applicable EHP laws, regulations, and Executive Orders in accordance with the FEMA Directive 108-1, *Environmental Planning and Historic Preservation Responsibilities and Program Requirements*, and accompanying Instruction. Non-compliance with EHP conditions and requirements may result in the deobligation of funds.

G. COST ESTIMATES

Outcome: Develop fixed-costs based on accurate cost estimates.

1. FEMA or the Applicant may develop cost estimates as follows:
   a. FEMA will prepare its estimates using the Cost Estimating Format (CEF) and will include the CEF contingency factor "Applicant Reserve for Change Orders."
   b. Applicant-submitted estimates must comply with Chapter 3.II.D of the PAPPG. FEMA will evaluate Applicant-submitted estimates using the *Public Assistance: Reasonable Cost Evaluation Job Aid*. This Job Aid includes a checklist in Appendix A: *Validation of Applicant-Provided Cost Estimates*, which FEMA will use to review and validate cost estimates.
   c. The estimate must be based on the current phase of design or construction inclusive of any known costs.
   d. If eligible work has been completed at the time the cost estimate is developed that portion of the fixed amount will be based on the actual cost.
   e. The cost estimate must include a reduction to account for any anticipated insurance proceeds based on the Applicant's insurance policy, or if known, the actual insurance proceeds.

2. A FEMA-funded, independent panel of cost estimating experts may review project estimates. The review will be limited to issues pertaining to the estimated cost and the panel will not make decisions related to the eligibility of work. However, it may make determinations about whether cost elements are required to execute the SOW. The panel may review cost documentation for completed work, if necessary.
   a. FEMA may request the independent panel review for any cost estimate.
   b. Applicants may request the panel review the estimate for any project with an estimated Federal share of at least $5 million.
   c. All project estimates with an estimated Federal share of $25 million or greater will be reviewed by the independent panel.

d. The panel will complete its review before FEMA transmits the fixed-cost offer.

H. INSURANCE

Outcome: Ensure FEMA assistance does not duplicate insurance proceeds.

1. Fixed-cost amounts will be reduced to avoid duplication with insurance proceeds in accordance with Chapter 2.V.P.1 of the PAPPG. This includes any necessary adjustments at closeout.
2. All insurable facilities for which funds are used (including excess funds) are subject to O&M requirements in accordance with Chapter 2.VII.A of the PAPPG. If the Applicant does not comply with the O&M requirement, FEMA will deobligate the fixed amounts related to the non-compliance and the facilities for which the Applicant failed to comply will not be eligible for future PA funding.

I. CLOSEOUT REQUIREMENTS

Outcome: Reduce the administrative costs associated with closeout by simplifying closeout documentation requirements and incentivize timely closeout.

1. Work must be completed by the end of the latest Pilot Project period of performance and the Recipient must certify that all incurred costs are associated with the approved SOW and that the Applicant completed all work in accordance with FEMA regulations and policies. The Recipient must submit its certification to FEMA within 180 days of the Applicant completing its last Pilot Project or the latest Pilot Project deadline, whichever occurs first, in order for the Applicant to retain and use any excess funds.
2. The closeout certification must include a final report of Pilot Project costs and documentation to support the following:
   a. Summary of actual work completed;
   b. Mitigation measures achieved, if applicable;
   c. Compliance with EHP requirements;
   d. Compliance with the O&M insurance requirement;
   e. Summary of total actual costs to complete the Pilot Projects;
   f. Compliance with Federal procurement procedures; and
   g. Actual insurance proceeds received.
3. Applicants do not need to track costs to specific work items. Applicants only need to substantiate and certify that all claimed costs are related to the overall work deemed eligible for the Pilot Projects.
4. Applicants must comply with the requirements of 2 CFR Part 200, including document retention.

J. APPEALS

FEMA will not consider appeals on a Pilot Project unless it is related to a cost adjustment made by FEMA after the fixed-cost offer is accepted (i.e., related to insurance, non-compliance, or an audit). Any disagreement on damage, SOW, or cost must be resolved

prior to accepting a fixed-cost offer. Additionally, time extension denials on a Pilot Project are not appealable.

K. AUDITS

The U.S. Department of Homeland Security's Office of Inspector General and the U.S. Government Accountability Office have authority to audit any project. Once the Applicant signs the fixed-cost offer, FEMA may still adjust funding due to audit findings.

L. PILOT POLICY VERSUS STANDARD PA POLICY

The following table summarizes the differences between the Alternative Procedures Pilot policy and the standard PA policy:

Alternative Procedures Policy	Standard Policy
Fixed-cost project with use of excess funds.	Actual cost project. No retention of excess funds associated with the approved estimate.
May use funds across all Pilot projects.	Can only use funds toward the specific work identified in each specific project.
After FEMA approves a SOW, approval is only required for changes that involve buildings or structures aged 45 years or older, ground disturbing activities, or work in or near water.	After FEMA approves a SOW, approval is required for any change to the SOW.
Do not need to track costs associated with changes to the SOW.	Must track costs associated with all changes to the SOW.
Do not need to track costs to specific work items. Only need to track the total costs associated with the Pilot Projects.	Must track costs specific to each work item within each individual project.
Do not need to track work to specific Pilot Projects. Only need to substantiate that the work is related to the approved SOW covered in the Pilot Projects.	Must track all work to each individual project.



Keith Turi
Assistant Administrator, Recovery Directorate

August 29, 2019
Date

FEMA

ADDITIONAL INFORMATION

REVIEW CYCLE

This policy will be reviewed, reissued, revised or rescinded by the Assistant Administrator of Recovery within 4 years of the date of signature on this policy.

AUTHORITIES

Robert T. Stafford Disaster Relief and Emergency Assistance Act, 42 U.S.C. § 5121, *et seq.,* as amended.

QUESTIONS

Direct questions to Tod Wells, Acting Director, Public Assistance Division, at Tod.Wells@fema.dhs.gov.

Attachment G

PUBLIC ASSISTANCE PROGRAM GUIDANCE

1. RECIPIENT'S WEB-BASED PROJECT MANAGEMENT SYSTEM

Subrecipients must use the Recipient's web-based project management system, to access and exchange project information with the State throughout the project's life. This includes processing advance requests, reimbursement requests, quarterly reports, final inspection schedules, amendment requests, time extensions, and other services as identified in the Agreement. Training on this system will be supplied by the Recipient upon request by the Subrecipient. The Subrecipient is required to have working knowledge of the FDEM Grants Management System.

2. PROJECT DOCUMENTATION

The Subrecipient must maintain all source documentation supporting the project costs. To facilitate closeout and audits, the Subrecipient should **file all documentation pertaining to each project with the corresponding PW as the permanent record of the project**. In order to validate Large Project Requests for Reimbursement (RFRs), all supporting documents should be uploaded to the FDEM Grants Management System website. Contact the grant manager with questions about how and where to upload documents, and for assistance linking common documents that apply to more than one (1) PW.

The Subrecipient must retain sufficient records to show its compliance with the terms of this Agreement, including documentation of all program costs, in a form sufficient to determine compliance with the requirements and objectives under this Agreement and all other applicable laws and regulations, for a period of five (5) years from the date of the Subrecipient account closeout by FEMA.

The five (5) year period is extended if any litigation, claim or audit is started before the five (5) year period expires, and extends beyond the five (5) year period. The records must then be retained until all litigation, claims, or audit findings involving the records have been resolved.

Records for the disposition of non-expendable personal property valued at $5,000.00 or more at the time it is acquired must be retained for five (5) years after final account closeout.

Records relating to the acquisition of real property must be retained for five (5) years after final account closeout.

3. PROJECT AMENDMENTS

Project Amendments may be requested by the Subrecipient, in FDEM Grants Management System, on both small and large projects, to:

1) New Time Extension;
    a) Requests for Time Extensions within the Subrecipient's authority
    b) Requests for Time Extensions not within the Subrecipient's authority
2) New Project Amendment;
    a) Requests for Alternate Projects
    b) Requests for Improved Projects
    c) Requests for Mitigation Opportunities
    d) Requests for Revised Scope of Work
    e) Significant Cost Variance (>20%)
    f) Use of Eligible Excess Funds
3) New Project Appeal
    a) Subrecipient Appeal
        i) Request First Appeal; and/or
        ii) Request Second Appeal; and/or

iii) Request Appeal via Arbitration.

b) Project Appeal

i) Large Project Appeal

(1) Request First Appeal; and/or

(2) Request Second Appeal; and/or

(3) Request Appeal via Arbitration

ii) Small Project Appeal

(1) Small Project Netting

4. PROJECT RECONCILIATION AND CLOSEOUT

The purpose of closeout is for the Subrecipient to certify that all work has been completed. To ensure a timely closeout process, the Subrecipient should notify the Recipient within ninety (90) days of Project completion.

The Subrecipient should include the following information with its closeout request:

- Certification that project is complete;
- Date of project completion; and,
- Copies of any time extensions.

Large Projects

With exception of Fixed Cost Estimate Subawards, Alternate Projects, and Improved Projects, when final costs exceed FEMA's original approval, the final eligible amount for a Large Project is the actual documented cost of the completed, eligible SOW. Therefore, upon completion of each Large Project that FEMA obligated based on an estimated amount; the Subrecipient must provide the documentation to support the actual costs. If the actual costs significantly differ from the estimated amount, the Subrecipient must provide an explanation for the significant difference.

FEMA reviews the documentation and, if necessary, obligates additional funds or reduces funding based on actual costs to complete the eligible SOW. If the project included approved hazard mitigation measures; FEMA does not re-evaluate the cost-effectiveness of the HMP based on the final actual cost. If during the review, FEMA determines that the Subrecipient performed work that was not included in the approved SOW, FEMA will designate the project as an Improved Project, cap the funding at the original estimated amount, and review the additional SOW for EHP compliance.

For Fixed Cost Estimate Subawards, the Subrecipient must provide documentation to support that it used the funds in accordance with the eligibility criteria described in the PAPPG and guidance provided at https://www.fema.gov/assistance/public/policy-guidance-fact-sheets and in the referenced disaster specific guidance attached hereto.

Once FEMA completes the necessary review and funding adjustments, FEMA closes the project.

Small Projects

Once FEMA obligates a Small Project, FEMA does not adjust the approved amount of an individual Small Project. This applies even when FEMA obligates the PW based on an estimate, and actual costs for completing the eligible SOW differ from the estimated amount. FEMA adjusts the approved amount on individual Small Projects only if one of the following conditions applies:

- The Subrecipient did not complete the approved SOW;
- The Subrecipient requests additional funds related to an eligible change in SOW;
- The PW contains inadvertent errors or omissions; or
- Actual insurance proceeds differ from the amount deducted in the PW.

In these cases, FEMA only adjusts the specific cost items affected.

If none of the above applies, the Subrecipient may request additional funding through small project netting, known as the net small project overrun appeal. The request operates as a normal appeal, but includes all of the Subrecipient's Small Projects. The Subrecipient must send its request to the Recipient's Appeals Officer within sixty (60) days of completion of the work for the Subrecipient's last Small Project. The appeal must include actual cost documentation for all Small Projects that FEMA originally funded based on estimate amounts. FEMA will evaluate all Small Projects and make adjustments according to any overruns or underruns for each project. FEMA may not consider requests submitted past the appeals deadline.

To ensure that all work has been performed within the SOW specified on the Project Worksheets (PW), the Recipient will conduct final inspections on Large Projects, and may, at its sole discretion, select one or more Small Projects to be inspected. Costs determined to be outside of the approved scope of work and/or outside of the approved performance period cannot be reimbursed.

For Hurricane Sally DR #4564, projects that are under $131,100.00 are considered small projects. In coordination with FEMA, the Division may accept a self-certification of small projects in lieu of project documentation, for Categories B-G PWs that's work is 100% complete at the time of project formulation. The self-certification will require the applicant to certify that the scope of work is eligible and that the funds will be expended in accordance with State and Federal law.

Once a small project is obligated, the Division will reimburse the project without a request for reimbursement. All donated resources projects and category Z projects are considered large irrespective of dollar amount.

5. TIME EXTENSIONS

FEMA provides Public Assistance (PA) funding for work completed and costs incurred within regulatory deadlines. The deadline for **Emergency Work** is six (6) months from the declaration date. The deadline for **Permanent Work** is eighteen (18) months from the declaration date.

If the Subrecipient determines it needs additional time to complete the project it must submit a written request for a Time Extension to the Recipient with the following information:

- Documentation substantiating delays beyond its control;
- A detailed justification for the delay;
- Status of the work; and
- The project timeline with the projected completion date.

Within its discretion, set out by 44 C.F.R. §206.204, the Division may grant a time extension for all Category A (debris removal) and B (emergency protective measures) work. This extends the period of performance for all applicants designated for Category A and B work by the recipient approved deadline. The Division may also grant time extensions for Category A and B work on a project-by-project basis, unless stated otherwise.

Only FEMA can award time extension for Category B – Temporary Facilities. FEMA will provide extensions on a six (6) month interval for temporary facilities.

For Permanent Work projects, the Subrecipient will need to submit a time extension request via the FDEM Grants Management System on a project-by-project basis. The Division can approve up to 18 months beyond the initial period of performance end date.

FEMA may extend individual project deadlines beyond the Recipient's authority, if extenuating circumstances justify additional time.

FEMA generally considers the following to be extenuating circumstances beyond the Subrecipient's control:

- Permitting or Environmental and Historic Preservation (EHP) compliance related delays due to other agencies involved;
- Environmental limitations (such as short construction window);
- Inclement weather (site access prohibited or adverse impact on construction); and
- Lack of availability of materials, equipment, or contractors to complete work.

FEMA generally considers the following to be circumstances within the control of the Subrecipient and not justifiable for a time extension:

- Permitting or environmental delays due to Subrecipient delays in requesting permits;

- Lack of funding;
- Change in administration or cost accounting system; and/or
- Compilation of cost documentation.

Although FEMA only provides PA funding for work performed on or before the approved deadline, the Subrecipient must still complete the approved SOW for funding to be eligible. FEMA de-obligates funding for any project that the Subrecipient does not complete. If the Subrecipient completes a portion of the approved SOW and the completed work is distinct from the uncompleted work, FEMA only de-obligates funding for the uncompleted work. For example, if one project includes funds for three facilities and the Subrecipient restores only two of the three facilities, FEMA only de-obligates the amount related to the facility that the Subrecipient did not restore.

Time Extension requests should be submitted prior to current approved deadline, be specific to one project, and include the following information with supporting documentation:

- Dates and provisions of all previous time extensions;
- Construction timeline/project schedule in support of requested time;
- Basis for time extension request:
    - Delay in obtaining permits;
        - Permitting agencies involved and application dates;
    - Environmental delays or limitations (e.g., short construction window, nesting seasons);
        - Dates of correspondence with various agencies;
        - Specific details;
- Inclement weather (prolonged severe weather conditions prohibited access to the area, or adversely impacted construction);
    - Specific details;
- Other reason for the delay;
    - Specific details.

Submission of a Time Extension request does not automatically grant an extension to the period of performance. Without an approved Time Extension from the Division or FEMA (as applicable), any expenses incurred outside the Period of Performance (POP) are ineligible.

6. INSURANCE

The Subrecipient understands and agrees that disaster funding for insurable facilities provided by FEMA is intended to supplement, not replace, financial assistance from insurance coverage and/or other sources. Actual or anticipated insurance proceeds must be deducted from all applicable FEMA Public Assistance grants in order to avoid a duplication of benefits. The Subrecipient further understands and agrees that if Public Assistance funding is obligated for work that is subsequently determined to be covered by insurance and/or other sources of funding, FEMA must de-obligate the funds per Stafford Act Sections 101 (b)(4) and 312 (c).

As a condition of funding under this Agreement, pursuant to 44 C.F.R. §§ 206.252-253, for damaged facilities, the Subrecipient understands it must, and it agrees to, maintain such types of insurance as are reasonable and necessary to protect against future loss for the anticipated life of the restorative work or the insured facility, whichever is lesser. Except that the Recipient acknowledges FEMA does not require insurance to be obtained and maintained for projects where the total eligible damage is less than $5,000.00.

In addition to the preceding requirements, the Subrecipient understands it is required to obtain and maintain insurance on certain permanent work projects in order to be eligible for Public Assistance funding in future disasters pursuant to § 311 of the Stafford Act. As stated in the Stafford Act, “Such coverage must at a minimum be in the amount of the eligible project costs.” Further, the Stafford Act, requires a Subrecipient to purchase and maintain insurance, where that insurance is “reasonably available, adequate or necessary to protect against future loss” to an insurable facility as a condition for receiving disaster assistance funding. The Public Assistance Program and Policy Guide further states, “If the Subrecipient does not comply with the requirement to obtain and maintain insurance, FEMA will deny or de-obligate PA funds from the current disaster.” If the State Insurance Commissioner certifies that the type and extent of insurance is not “reasonably available, adequate or necessary to protect against future loss” to an insurable facility, the Regional Administrator may modify or waive the requirement in conformity with the certification.

The Subrecipient understands and agrees it is responsible for being aware of, and complying with, all insurance considerations contained in the Stafford Act and in 44 C.F.R. §§ 206.252-253.

The Subrecipient agrees to notify the Recipient in writing within thirty (30) days of the date it becomes aware of any insurance coverage for the damage identified on the applicable Project Worksheets and of any entitlement to compensation or indemnification from such insurance. The Subrecipient further agrees to provide all pertinent insurance information, including but not limited to copies of all policies, declarations pages, insuring agreements, conditions, and exclusions, Statement of Loss, and Statement of Values for each insured damaged facility.

The Subrecipient understands and agrees that it is required to pursue payment under its insurance policies to the best of its ability to maximize potential coverage available.

7. COMPLIANCE WITH PLANNING/PERMITTING REGULATIONS AND LAWS

The Subrecipient is responsible for the implementation and completion of the approved projects described in the Project Worksheets in a manner acceptable to Recipient, and in accordance with applicable Local, State, and Federal legal requirements.

If applicable, the contract documents for any project undertaken by the Subrecipient, and any land use permitted by or engaged in by the Subrecipient, must be consistent with the local government comprehensive plan.

The Subrecipient must ensure that any development or development order complies with all applicable planning, permitting, and building requirements including, but not limited to, the National Environmental Policy Act and the National Historic Preservation Act.

The Subrecipient must engage such competent, properly licensed, engineering, environmental, archeological, building, and other technical and professional assistance at all project sites as may be needed to ensure that the project complies with the contract documents.

8. FUNDING FOR LARGE PROJECTS

Although Large Project payment must be based on documented actual costs, most Large Projects are initially approved based on estimated costs. Funds are made available to the Subrecipient when work is in progress and funds have been expended with documentation of costs available. When all work associated with the project is complete, the State will perform a reconciliation of all costs and will transmit the information to FEMA for its consideration for final funding adjustments (See Closeouts).

The submission from the Subrecipient requesting this reimbursement must include:

a) A Request for Reimbursement (available in the FDEM Grants Management System);

b) A Summary of Documentation (SOD) which is titled Reimbursement Detail Report in the FDEM Grants Management System and is automatically created when the Request for Reimbursement is submitted (and is supported by copies of original documents such as, but not limited to, contract documents, insurance policies, payroll records, daily work logs, invoices, purchase orders, and change orders); and,

c) The FDEM Cost Claim Summary Workbook (found in the Forms section of the FDEM Grants Management System), along with copies of original documents such as contract documents, invoices, change orders, canceled checks (or other proof of expenditure), purchase orders, etc.

9. ADVANCES

1. For a Federally funded contract, any advance payment is also subject to 2 C.F.R., Federal OMB Circulars A-87, A-110, A-122, and the Cash Management Improvement Act of 1990.

2. Subject to the provisions of 2 C.F.R. §200.305, the Subrecipient must temporarily invest any advances of funds under this Agreement, any interest income shall either be returned to the Division or be applied against the Division's obligation to pay the contract amount.

3. In order to prepare a Request for Advance (RFA) the Subrecipient must certify to the Recipient that it has procedures in place to ensure that funds are disbursed to project vendors, contractors, and subcontractors without unnecessary delay. The Subrecipient must prepare and submit a budget that contains a timeline projecting future payment schedules through project completion.

4. A separate RFA must be completed for each Project Worksheet to be included in the Advance Funding Payment.

5. The Subrecipient must complete a Request for Reimbursement (RFR) via the FDEM Grants Management System no more than ninety (90) days after receiving its Advance Payment for a specific project. The RFR must account for all expenditures incurred while performing eligible work documented in the applicable Project Worksheet for which the Advance was received.

6. If a reimbursement has been paid prior to the submittal of a request for an advance payment, an Advance cannot be accepted for processing.

7. The Recipient may advance funds to the Subrecipient, not exceeding the Federal share, only if the Subrecipient meets the following conditions:

a) The Subrecipient must certify to the Recipient that Subrecipient has procedures in place to ensure that funds are disbursed to project vendors, contractors, and subcontractors without unnecessary delay; and

b) The Subrecipient must submit to the Recipient the budget supporting the request.

8. The Subrecipient must submit a statement justifying the advance and the proposed use of the funds, which also specifies the amount of funds requested and certifies that the advanced funds will be expended no more than ninety (90) days after receipt of the Advance, as defined in 2 C.F.R. §200.305 and as applicable section 216.181(16), Florida Statutes;

9. The Recipient may, in its sole discretion, withhold a portion of the Federal and/or nonfederal share of funding under this Agreement from the Subrecipient if the Recipient reasonably expects that the Subrecipient cannot meet the projected budgeted timeline or that there may be a subsequent determination by FEMA that a previous disbursement of funds under this or any other Agreement with the Subrecipient was improper.

Payments under the Public Assistance Alternative Procedures Program (PAAP) are paid as an Advance Payment only if permissible in accordance with 2 C.F.R. § 200.305(b). Advance payments are only permissible if in compliance with 2 C.F.R. § 200.305(b), and PAAP projects are no exception.

10. DESIGNATION OF AGENT

The Subrecipient must complete Attachment D by designating at least three (3) agents to execute any Requests for Advance or Reimbursement, certifications, or other necessary documentation on behalf of the Subrecipient.

After execution of this Agreement, the authorized, primary, and secondary Agent may request changes to contacts via email to the State assigned team.

In the event the Subrecipient's contacts have not been updated regularly and all three (3) Agents have separated from the Subrecipient's agency, a designation of authority form will be needed to change contacts.

NOTE: This is very important because if contacts are not updated, notifications made from FDEM Grants Management System may not be received and could result in failure to meet time periods to appeal a Federal determination.

11. DUNS Q&A

What is a DUNS number?
The Data Universal Numbering System (DUNS) number is a unique nine-digit identification number provided by Dun & Bradstreet (D&B). The DUNS number is site specific. Therefore, each distinct physical location of an entity such as branches, divisions and headquarters, may be assigned a DUNS number.

Who needs a DUNS number?

Any ***institution*** that wants to submit a grant application to the Federal government. Individual researchers do not need a DUNS number if they are submitting their application through a research organization.

How do I get a DUNS number?
Dun & Bradstreet have designated a special phone number for Federal grant and cooperative agreement Subrecipients/prospective Subrecipients. Call the number below between 8 a.m. and 5 p.m., local time in the 48 contiguous states and speak to a D&B representative. This process will take approximately 5 – 10 minutes and you will receive your DUNS number at the conclusion of the call.
1-866-705-5711

What do I need before I request a DUNS number?
Before you call D&B, you will need the following pieces of information:

- Legal Name;
- Headquarters name and ad dress for your organization;
- Doing business as (dba) or other name by which your organization is commonly recognized;
- Physical address;
- Mailing address (if separate from headquarters and/or physical address);
- Telephone number;
- Contact name and title; and
- Number of employees at your physical location.

How much does a DUNS number cost?
There is no charge to obtain a DUNS number.

Why does my institution need a DUNS number?
New regulations taking affect Oct. 1, 2003, mandate that a DUNS number be provided on all Federal grant and cooperative agreement applications. The DUNS number will offer a way for the Federal government to better match information across all agencies.

How do I see if my institution already has a DUNS number?
Call the toll-free number above and indicate that you are a Federal grant and/or cooperative agreement Subrecipient. D&B will tell you if your organization already has an assigned number. If not, they will ask if you wish to obtain one.

Should we use the +4 extension to the DUNS number?
Although D&B provides the ability to use a 4-digit extension to the DUNS number, neither D&B nor the Federal government assign any importance to the extension. Benefits, if any, derived from the extension will be at your institution only.

Is there anything special that we should do for multi-campus systems?
Multi-campus systems can use what is called a parent DUNS number to aggregate information for the system as a whole. The main campus will need to be assigned a DUNS number. Then each satellite campus will need to reference the main campus DUNS number as their parent DUNS when obtaining their own DUNS number. For NIH Subrecipients, if each campus submits grant applications as a unique Subrecipient organization, then each campus needs to obtain their own DUNS number.

What should we do if our institution has more than 1 DUNS number?
Your institution will need to decide which DUNS number to use for grant application purposes and use only that number.

Are there any exceptions to the new DUNS number rules?
Individuals who would personally receive a grant or cooperative agreement award from the Federal government apart from any business or non-profit organization they may operate are exempt from this requirement.

Who at my institution is responsible for requesting a DUNS number?
This will vary from institution to institution. This should be done by someone knowledgeable about the entire structure of your institution and who has the authority to make such decisions. Typically, this request would come from the finance/accounting department or some other department that conducts business with a large cross section of the institution.

We are an organization new to Federal grant funding so we obviously need a DUNS number. But we don't want to be included in any marketing list. What can we do?

Inclusion on a D&B marketing list is optional. If you do not want your name/organization included on this marketing list, request to be de-listed from D&B's marketing file when you are speaking with a D&B representative during your DUNS number telephone application.

Who do we contact if we have questions?
If you have questions about applying for a DUNS number, contact the Dun & Bradstreet special phone number 1-866-705-5771. If you have questions concerning this new Federal-wide requirement, contact Sandra Swab, Office of Federal Financial Management, 202-395-3993 or via e-mail at sswab@omb.eop.gov.

12. Substitute Form W-9 Submission and My Florida Marketplace (MFMP) Registration

For the purpose of this Agreement, a Subrecipient is also a Vendor. The State of Florida requires vendors doing business with the State to submit a Substitute Form W-9. The purpose of a Form W-9 is to provide a Federal Taxpayer Identification Number (TIN), official entity name, a business designation (sole proprietorship, corporation, partnership, etc.), and other taxpayer information to the State. Submission of a Form W-9 ensures that the State's vendor records and Form 1099 reporting are accurate. Due to specific State of Florida requirements, the State will not accept the Internal Revenue Service Form W-9.

Effective March 5, 2012, State of Florida agencies will not be permitted to place orders for goods and services **or make payments to any vendor that does not have a verified Substitute W-9 on file** with the Department of Financial Services. Vendors are required to register and submit a Form W-9 on the State's Vendor Website at https://flvendor.myfloridacfo.com.

Subrecipient must register with My Florida Market Place at https://vendor.myfloridamarketplace.com/ concurrently with the review and signing of this agreement. Registration must be completed prior to returning this agreement to FDEM for execution.

13. Small, Women Owned and Minority Owned Businesses

2 CFR 200.321 requires a non-Federal entity take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. These affirmative steps must include:

(1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

(2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

(3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;

(4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;

(5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and

(6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) of this section.

Attachment H

FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA)
INSTRUCTIONS AND WORKSHEET

PURPOSE: The Federal Funding Accountability and Transparency Act (FFATA) was signed on September 26, 2006. The intent of this legislation is to empower every American with the ability to hold the government accountable for each spending decision. The FFATA legislation requires information on Federal awards (Federal assistance and expenditures) be made available to the public via a single, searchable website, which is http://www.usaspending.gov/.

The FFATA Subaward Reporting System (FSRS) is the reporting tool the Florida Division of Emergency Management ("FDEM" or "Division") must use to capture and report sub-award and executive compensation data regarding first-tier subawards that obligate $25,000 or more in Federal funds (excluding Recovery funds as defined in section 1512(a)(2) of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5).

Note: This "Instructions and Worksheet" is meant to explain the requirements of the FFATA and give clarity to the FFATA Form distributed to sub-awardees for completion. All pertinent information below should be filled out, signed, and returned to the project manager.

ORGANIZATION AND PROJECT INFORMATION

The following information must be provided to the Division prior to the Division's issuance of a subaward (Agreement) that obligates $25,000 or more in Federal funds as described above. Please provide the following information and return the signed form to the Division as requested.

PROJECT #: _____

FUNDING AGENCY: Federal Emergency Management Agency

AWARD AMOUNT: $ _____

OBLIGATION/ACTION DATE: _____

SUBAWARD DATE (if applicable): _____

DUNS#: 364637595

DUNS# +4: _____

*If your company or organization does not have a DUNS number, you will need to obtain one from Dun & Bradstreet at 866-705-5711 or use the web form (http://fedgov.dnb.com/webform). The process to request a DUNS number takes about ten minutes and is free of charge.

BUSINESS NAME: Destin, City Of

DBA NAME (IF APPLICABLE): _____

PRINCIPAL PLACE OF BUSINESS ADDRESS: 4200 Indian Bayou Trail

ADDRESS LINE 1: _____

ADDRESS LINE 2: _____

ADDRESS LINE 3: _____

CITY Destin STATE FL ZIP CODE+4** 32541

PARENT COMPANY DUNS# (if applicable): _____

CATALOG OF FEDERAL DOMESTIC ASSISTANCE (CFDA#): _____

DESCRIPTION OF PROJECT (Up to 4000 Characters)

Complete eligible Projects for repair or replacement of Disaster damaged facilities.

PRINCIPAL PLACE OF PROJECT PERFORMANCE (IF DIFFERENT THAN PRINCIPAL PLACE OF BUSINESS): _____

ADDRESS LINE 1: _____

ADDRESS LINE 2: _____

ADDRESS LINE 3: _____

CITY _____ STATE _____ ZIP CODE+4** _____

CONGRESSIONAL DISTRICT FOR PRINCIPAL PLACE OF PROJECT PERFORMANCE:

**Providing the Zip+4 ensures that the correct Congressional District is reported.

EXECUTIVE COMPENSATION INFORMATION:

1. 1. In your business or organization's previous fiscal year, did your business or organization (including parent organization, all branches, and all affiliates worldwide) receive (a) 80 percent or more of your annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance (e.g. loans, grants, subgrants, and/or cooperative agreements, etc.) subject to the Transparency Act, as defined at 2 CFR 170.320; AND, (b) $25,000,000 or more in annual gross revenues from U.S. Federal procurement contracts (and subcontracts) and Federal financial assistance (e.g. loans, grants, subgrants, and/or cooperative agreements, etc.) subject to the Transparency Act?

   Yes ☐ No ☒

If the answer to Question 1 is "Yes," continue to Question 2. If the answer to Question 1 is "No", move to the signature block below to complete the certification and submittal process.

2. Does the public have access to information about the compensation of the executives in your business or organization (including parent organization, all branches, and all affiliates worldwide) through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) Section 6104 of the Internal Revenue Code of 1986?

   Yes ☐ No ☐

If the answer to Question 2 is "Yes," move to the signature block below to complete the certification and submittal process. [Note: Securities Exchange Commission information should be accessible at http//www.sec.gov/answers/execomp.htm. Requests for Internal Revenue Service (IRS) information should be directed to the local IRS for further assistance.]

If the answer to Question 2 is "No" FFATA reporting is required. Provide the information required in the "TOTAL COMPENSATION CHART FOR MOST RECENTLY COMPLETED FISCAL YEAR" appearing below to report the "Total Compensation" for the five (5) most highly compensated "Executives", in rank order, in your organization. For purposes of this request, the following terms apply as defined in 2 CFR Ch. 1 Part 170 Appendix A:

"Executive" is defined as "officers, managing partners, or other employees in management positions".

"Total Compensation" is defined as the cash and noncash dollar value earned by the executive during the most recently completed fiscal year and includes the following:

i. Salary and bonus.

ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.

iii. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.

iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.

v. Above-market earnings on deferred compensation which is not tax-qualified.

vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds $10,000.

TOTAL COMPENSATION CHART FOR MOST RECENTLY COMPLETED FISCAL YEAR

(Date of Fiscal Year Completion _____)

Rank (Highest to Lowest)	**Name (Last, First, MI)**	**Title**	**Total Compensation for Most Recently Completed Fiscal Year**
1			
2			
3			
4			
5			

THE UNDERSIGNED CERTIFIES THAT ON THE DATE WRITTEN BELOW, THE INFORMATION PROVIDED HEREIN IS ACCURATE.

SIGNATURE: _____ SIGN HERE

NAME AND TITLE: Gary Jarvis, Mayor

DATE: _____ Date

Attachment I

Mandatory Contract Provisions

Provisions:

Any contract or subcontract funded by this Agreement must contain the applicable provisions outlined in Appendix II to 2 C.F.R. Part 200. It is the responsibility of the Subrecipient to include the required provisions. The following is a list of sample provisions from Appendix II to 2 C.F.R. Part 200 that may be required:[1]

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, 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 affected 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

[1] For example, the Davis-Bacon Act is not applicable to other FEMA grant and cooperative agreement programs, including the Public Assistance Program or Hazard Mitigation Grant Program; however, Subrecipient may include the provision in its subcontracts.

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 Excluded Parties List System 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." The Excluded Parties List System in SAM 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 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.

(J) See § 200.323 Procurement of recovered materials.

(K) See §200.216 Prohibition on certain telecommunication and video surveillance services or equipment.

(L) See §200.322 Domestic preferences for procurements

(Appendix II to Part 200, Revised Eff. 11/12/2020).

FEMA created a PDAT Contract Provisions Template to assist non-Federal entities with drafting contracts. It is *available at* https://www.fema.gov/grants/procurement/resource-library

Please note that the Subrecipient alone is responsible for ensuring that all language included in its contracts meets the requirements of 2 C.F.R. § 200.327 and 2 C.F.R. Part 200, Appendix II.

Attachment J
Certification Regarding Lobbying

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

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

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

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

The Subrecipient or contractor, Destin, City Of, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

SIGN HERE

_____
Signature of Subrecipient/contractor's Authorized Official

Gary Jarvis, Mayor
_____
Name and Title of Subrecipient/contractor's Authorized Official

Date

_____
Date

Attachment K

JUSTIFICATION FOR ADVANCE PAYMENT

SUBRECIPIENT: Destin, City Of
If you are requesting an advance, indicate same by checking the box below.

[ ] **ADVANCE REQUESTED**

Advance payment of $ _____ is requested. Balance of payments will be made on a reimbursement basis. These funds are needed to pay pending obligations for eligible work. We would not be able to operate the program without this advance.

If you are requesting an advance, complete the following chart and line item justification below.

BUDGET CATEGORY/LINE ITEMS (list applicable line items)	**20___-20___ Anticipated Expenditures for First Three Months of Agreement**
Example: PW#00001(0)	***Contract Work $1,500,000.00 (provide detailed justification).***
TOTAL EXPENSES	

LINE ITEM JUSTIFICATION (For each line item, provide a **detailed justification** explaining the need for the cash advance. The justification must include supporting documentation that clearly shows the advance **will be expended within the first ninety (90) days of the contract term**. Support documentation should include quotes for purchases, delivery timelines, salary and expense projections, etc. to provide the Division reasonable and necessary support that the advance will be expended within the first ninety (90) days of the contract term, as defined in 2 C.F.R. §200.305 and as applicable section 216.181(16), Florida Statutes. Any advance funds not expended within the first ninety (90) days of the contract term must be returned to the Division Cashier, 2555 Shumard Oak Boulevard, Tallahassee, Florida 32399, within thirty (30) days of receipt, along with any interest earned on the advance).

PUBLIC WORKS/PUBLIC SAFETY COMMITTEE
MEETING MINUTES
TUESDAY, JANUARY 12, 2021 - 5:30 PM
DESTIN CITY HALL BOARDROOM

1. CALL TO ORDER & PLEDGE OF ALLEGANCE:

Chairman Ramswell called the Public Works/Public Safety Committee to order on Tuesday, January 12, 2021 at 5:30 p.m. With the Pledge of Allegiance immediately following.

2. ROLL CALL:

Members Present	Members Absent	Staff
Anthony Ramswell	Sam Perman	Kim Montgomery Deputy City Clerk
Kevin Schmidt		Michael Burgess PW Director
Jim Wood, Jr.		JT Deputy PW Director
Richard Hickey		
Tom Weidenhamer		
Mike Parker		

3. CHAIRMAN/VICE CHAIRMAN:

Nomination of Chairman:

Motion to nominate Tony Ramswell as Chairman was made by Committee member Weidenhamer with committee member Hickey providing the second. A roll call vote of 6-0 was taken and the motion passed.

***Nomination of Vice Chairman*:**

Motion to nominate Jim Wood as Vice Chairman was made by Chairman Ramswell with committee member Bell providing the second. A roll call vote of 6-0 was taken and the motion passed.

4. APPROVAL OF MINUTES: *October 13, 2020*

Motion to approve the minutes of the October 13, 2020 meeting was made by Committee member Wood with Committee member Hickey providing the second. A roll call vote of 6-0 was take and the motion passed.

5. NEW BUSINESS:

- **Sunshine Law/Public Records Presentation – Kyle Bauman**

The City Attorney presented the members with Resolution 19-27 adopted by Council as well as a short Power Point Presentation and a Sunshine Law Handout. Noting they all should be using their City of Destin email addresses for all city business. He further explained if they get an email to their personal email account, to just forward it to their city email address so that it can be captured and searchable, if necessary. He also covered social media comments and likes and how now that they are a public official, they are responsible to keep those that refer to city business Under the Sunshine. He also explained the

perimeters of voting conflicts and that their forms get filed with the set of minutes for the meeting where the conflict was broached. He also explained the Standards of Conduct, now that they are considered public officials, any gifts could be portrayed as bribes and it is best to just not accept any at all.

- **Work Plans**

Mr. Burgess explained to the members that the last work plan that staff was able to find was from 2018 and how their work plan has been forwarded to 2021. There was a discussion how they are also now appointed by Council to make recommendations on how to spend the ½ cent tax dollars. Mr. Burgess did point out that most of the funds appropriated at this point were spent on the acquisition of the beach properties and undergrounding of electrical utilities on Highway 98.

- **Public Works Projects**

Mr. Burgess provided the members with the following project updates:

- **Pedestrian Safety Survey** - Baskerville Donovan found that there was a lack of detectable warning devices such as, truncated domes along with slope and ramp issues found.
- **Street Light Survey** - With this project wrapping up, 146 lights have been found to not be working.
- **Coleman Lake** - The water level at Coleman Lake has been raised by a foot and has made a significant change in the water clarity and health in just a short time.
- **Street Name Blade Replacement** - Staff has been working on replacing street name blades throughout the city that are faded where the letters are beginning to wear off from the elements and the sun.
- **Tree Trimming** - is being performed by staff throughout the city.
- **Operating Instructions** - Staff is working on updating all the Operating Instructions (OI's) for vehicle use and monitoring as well as the Building Security policies for all City Buildings.
- **LSV Map/Ordinance Proposed Changes** – Mr. Burgess informed the members that Council directed staff to remove Main Street, Indian Bayou Trail, and the section of Gulf Shore Drive from La Paz to the intersection of Highway 98 from the approved street map. And how the ordinance scheduled to go back to the LPA since there are substantial changes that need to be made to the document.

- **Project Updates**

  - **Demolition of Three Beach Structures and Appurtenances -**
    The bid opening for this project is Thursday, January 14, 2021.

  - **Community Center Roof Repair -**
    With the roof still leaking, City Council has approved staff to work with the roof contractor to install new flashing and other mitigation practices to try to stop the ongoing leaking issues.

  - **Zerbe Street/Calhoun Avenue Pedestrian Improvements –**

Mr. Burgess briefly explained the location and details of the project and how it will improve pedestrian safety to and from the Harbor District.

6. DISCUSSION:

- **Committee member Bell –** spoke of witnessing LSVs being operated numerous times on the sidewalk on Gulf Shore Drive. She also informed staff that Waste Management is not picking up yard waste consistently on her street or dock debris. And about 75% of the residents on her street are not paying for their services.
- **Committee member Hickey –** Asked the City Attorney if he could clarify the progress of the Capri property. According to Mr. Bauman, the Land Use Attorney and staff members are working this, and he is not aware of the current progress.

He spoke of how there is never going to be enough beach parking. Mr. Burgess informed him that staff and Council are aware of the deficit and are addressing solutions.

And finally, he informed Mr. Burgess how he has numerously times witnessed people riding motor or battery operated bicycles on the sidewalks in Crystal Beach. Mr. Burgess advised that he contact Code Compliance when he sees this happening.

- **Committee member Weidenhamer –** Nothing to report.
- **Committee member Parker –** Thanked staff on Coleman Lake and how good the water quality is now with the water level now higher.
- **Vice Chairman Wood –** Spoke of problems he experienced trying to upload information on location of streetlights that are not working on Gulf Power's website

➢ **Public Comment:**

None

Having no further business at this time, the meeting adjourned at 7:20 p.m.

Adopted and approved this _____ day of _____ 2021.

_____ _____

Anthony Ramswell, Chairman Kim Montgomery, Deputy City Clerk

LOCAL PLANNING AGENCY
MEETING MINUTES
JANUARY 21, 2021 - 5:30 P.M.
DESTIN CITY HALL BOARDROOM

1. CALL TO ORDER:

Chairman Wood called the Local Planning Agency Meeting to order on Thursday, January 21, 2021 at 5:30 p.m., in the Destin City Hall Boardroom; with the Pledge of Allegiance immediately following.

2. ROLL CALL:

Members Present	***Staff Members Present***
James T. Wood, Jr.	Kim Montgomery, Deputy City Clerk
Darryl Shelton	Traci Goodhart, Stormwater Specialist/Planner
Jason Klosterman	Daniel Butler, Planner
Don David	Himangi Mutha, Planner
Marcie Bell	Don Smith, City Engineer
Karen Drexler	Kimberly Kopp, Land Use Attorney
	Kyle Bauman, City Attorney

Mrs. Goodhart introduced the new planning staff members to everyone. And Chairman Wood introduced the two new LPA members to everyone as well.

3. CHAIRMAN/VICE CHAIRMAN NOMINATIONS:

Chairman:

Motion to nominate Jim Wood as Chairman was made by Agency member Shelton, with Agency member Bell providing the second. A roll call vote of 6-0 was taken and the motion passed.

Vice Chairman:

Motion to nominate Don David as Vice Chairman was made by Agency member Bell with Agency member Shelton providing the second. A roll call vote of 6-0 was taken and the motion passed.

4. Sunshine Law/Public Records Presentation – Kyle Bauman

The City Attorney presented the members with the City's Public Records Policy, Resolution 19-27 which was modeled after the City of Tallahassee's and adopted by Council. As well as a short Power Point Presentation and a Sunshine Law Handout and touched briefly on each important item. Noting that they all should be using their City of Destin email addresses for all city business. And explained how if they do get an email to their personal email account, to just forward it to their city email address so that it can be captured and searchable. He also covered social media comments and likes and how now that they are a public official, they are responsible to keep those Under the Sunshine as well.

5. APPROVAL OF MINUTES:

October 15, 2020

Motion by Agency member David, seconded by Agency member Shelton to approve the October 15, 2020 minutes as written. The motion passed 6-0.

NEW BUSINESS:

A. Proposed Conditional Use 21-01-CU – Panda Express

The City Attorney swore the following individuals for testimony:

- Nobert Kovacs
- Eric Houston
- Jeremy Beckett
- Cain Lester
- Traci Goodhart

Mrs. Goodhart explained the proposed project request location, being in the old Edwin Watts Golf Shop. The zoning district is Commercial General, and the request is compatible with the surrounding businesses. The applicant is proposing a fast-food restaurant with a drive-though and a 400-square foot outdoor patio and how the land use designation, in the zoning district, requires a conditional use application. And their role is to look at it from a Future Land Use Component as outlined in the Land Development Code.

Regarding the seven Conditional Use Requirements Mrs. Goodhart explained that the proposed project meets them all and explained each to the members.

- **Land Use Compatibility –** There are no off-site impacts anticipated with this project.
- **Sufficient Size –** The proposed project is 2,381 ft restaurant and a 400-square foot outdoor patio.
- **Proper Use of Mitigative Techniques –** The proposed project will have all the necessary screening, buffers, landscaping, and setbacks. It has an existing access off Emerald Coast Parkway, as required, and is providing cross-access to the property to the east for a safe alternative form of circulation of vehicles.
- **Hazardous Waste –** The project request does not produce any hazardous waste.
- **Over Proliferation of Uses -** This area of Destin is established commercial corridor with the nearest drive through be 1/3 of a mile to the east.

According to Mrs. Goodhart, with meeting all the requirements of the Conditional Use, staff feels the proposed restaurant is compatible with the surroundings and in compliance with applicable Laws and Ordinances. Staff recommends approval of the Conditional Use, noting that at this time, there is not an active Development Order (D.O.) Application because the applicant wanted to make sure that the

Conditional Use is first approved prior to submitting his D.O., which needs to be reflected in the motion for approval.

Chairman Wood opened the public portion of the hearing, with no one in attendance or attending virtually, the Chairman closed the public and asked the Agency members for any additional comments or a motion.

Motion by Agency member Klosterman, seconded by Agency member Shelton to recommend City Council approve Proposed Conditional Use 21-01-CU – Panda Express, pending submittal of their Development Order Application. A roll call vote of 6-0 was taken and the motion passed.

6. DIRECTOR'S REPORT:

Mr. Zunguze informed the Agency members that the complete rewrite of the Land Development Code is upcoming. Additionally there is a City Council Visioning Session scheduled for January 25, 2021 in this room at 8:30 a.m. and they are welcome to attend.

7. NEXT MEETING: February 18, 2020

8. ADJOURNMENT:

Having no further discussion at this time, the meeting adjourned at 6:15 p.m.

Adopted and approved this _____ day of _____ 2021.

_____ _____

James Wood, Jr. Chairman Kim Montgomery, Destin City Clerk

DRAFT

MINUTES
TOWN CENTER COMMUNITY
REDEVELOPMENT AGENCY
ADVISORY COMMITTEE MEETING
JANUARY 20, 2020 - 5:30 PM
DESTIN CITY HALL BOARDROOM

1. CALL TO ORDER:

Chairman Wernet called the meeting to order at 5:30 PM on Wednesday, January 20, 2021 at the Destin City Hall Boardroom with the Pledge of Allegiance immediately following.

2. ROLL CALL:

Members Present	**Staff Present**
Lockwood Wernet	Kim Montgomery Deputy City Clerk
Michele Sandstead	Traci Goodhart, Planner/ Floodplain Manager
Delores Morrell	Louis Zunguze, CD Director
Matthew Sweetser	Himangi Mutha, Planner
	Daniel Butler, Planner
	Don Smith, City Engineer
	Kyle Bauman, City Attorney

Mrs. Goodhart introduced the new staff members to the Committee Ms. Himangi Mutha and Mr. Don Smith, City Engineer.

3. NOMIMATION OF CHAIRMAN/VICE CHAIRMAN:

Motion to nominate Lockwood Wernet as Chairman was made by Committee member Sandstead with Committee member Morrell providing the second. The motion passed with a 4-0 vote for approval.

Motion to nominate Michele Sandstead as Chairman was made by Committee member Sweetser with Committee member Morrell providing the second. The motion passed with a 4-0 vote for approval.

4. Sunshine & Public Records Law Presentation/Kyle Bauman

The City Attorney presented the members with the City's Public Records Policy, Resolution 19-27 which was modeled after the City of Tallahassee's and adopted by Council. As well as a short Power Point

Presentation and a Sunshine Law Handout and touched briefly on each important item.

According to Mr. Bauman, they should all be using their City of Destin email addresses for all city business. And explained how if they do get an email to their personal email account, to just forward it to their city email address so that it can be captured and searchable. He also covered social media comments and likes and how now that they are a public official, they are responsible to keep those Under the Sunshine as well.

5. APPROVAL OF MINUTES: November 18, 2020

Motion by Committee member Morrell, seconded by Committee member Sandstead to approve the November 18, 2020 meeting minutes as written passed 5-0.

6. OLD BUSINESS:

None.

7. NEW BUSINESS:

- **Project Development Update:**

Ms. Goodhart provided the members an update of the current the approved development projects for January 2021 in their district and their locations on the city map.

There was a brief discussion regarding how they used to get a monthly report of all the projects in the city. However, the decision was made to keep the project updates to just what in their district.

Committee member Sandstead mentioned that she would like to get periodical updates on how the TIFF Funds are being distributed to the City for finished projects in their district, such as Osprey Landing.

- **Town Center CRA Master Plan**

Staff informed the members that they are in the process of updating the CRA Master Plans and how now is a good time for each of them to review their Goals and Objectives for the Town Center CRA Master Plan.

- **2020 Work Plans**

Staff informed the members of the upcoming Visioning Session on January 25th at 8:30 a.m. in the Annex Chambers. And encouraged them to attend and to speak on behalf of their projects and their vision that they would like to see accomplished in the Town Center District.

Committee member Morrell made the motion to roll forward the 2020 work plans to the 2021 with Committee member Sandstead providing the second. A roll call vote of 4-0 was taken and the motion passed.

Mr. Zunguze informed the members that the Gulf Power Linear Park will be going before the (PRT) Project Review Team. He also informed the members that Council will most likely be discussing ideas for the Old Tyme Pottery property at the Visioning Session and suggested attendance.

- **Mobile Vending Ordinances 20-16-LC & 20-17-CC**

Mrs. Goodhart informed the members that this was brought before them at their meeting last meeting and they did recommend to Council that it move forward; however, it was also presented to the Harbor CRA as well, who made some recommended changes to the language in the document for the following: Long and Short Term operations by removing the references to the May to September season. Since the tourist seasons are now generally longer than that timeframe.

Chairman Wernet made the motion that the Town Center CRA committee recommends City Council approve approval of Ordinances 20-16-LC 20-17-CC with the following changes: the definitions between the Code of Ordinances and the Land Development Code are clarified and the length of season from May through September is removed. Committee member Morrell provided the second. A roll call vote of 4-0 was taken the motion passed.

8. COMMITTEE COMMENTS:

Committee member Morrell - Stated that she had made a negative comment about the maps that they were previously provided and thanked staff for the update with the names of the roads added, which helps her tremendously, since she is not from the area.

Chairman Wernet - Thanked the members for their support and for nominating him as their Chairman. He spoke of how he is looking forward to leading them again and appreciates their participation. As well as how good it has been to have a quorum and be able to meet.

9. VISITOR COMMENTS:

Mr. Ron Sandstead spoke of the success of the Main Street Banner Program and how thrilled he is to have two city employees participate. Corey Anderson and Catherine Card's daughter's work is now

being displayed.

10. DIRECTOR'S REPORT:

Mr. Zunguze encouraged the members to look through your work plans prior to their next meeting and then discuss ranking them in terms of which one they feel is critical to the district. He encouraged them to explore ones that would help improve infrastructure or services in order to create a better quality of life for the citizens. Noting that the one they tackled last year is very critical to providing walkability the community. He also informed the members that he will report back to them the results of the Visioning Session, with respect to the Town Center Master Plan.

ADJOURNMENT:

Having no further discussions, the meeting was adjourned at 6:15 PM.

Adopted and approved _____ day of _____2021.

_____ _____

Lockwood Wernet, Chairman Kim Montgomery, Deputy City Clerk

ITEM # 2021-3119

CITY OF DESTIN

AGENDA ITEM

COUNCIL MEETING DATE: February 16, 2021
TYPE OF AGENDA ITEM: Consent Agenda

TO: City Council

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

FROM: Michael Burgess, Public Services Director

DATE: 02/09/2021

SUBJECT: Submerged Land Lease - Council-Directed Additional Associated Work, Payment

---

I. BACKGROUND: City Council tasked staff with preparing a submerged land lease application for Norriego Point. During this process, additional information was provided to staff to investigate concerning the 100-ft right-of-way conveyed to the City from Okaloosa County.

II. DISCUSSION: In January 2020, Council asked staff to do a survey of Norriego Point for a submerged land lease application, with a not-to-exceed limit of $15,000. Baskerville-Donovan was tasked to research several pieces of information provided to them by staff concerning differing legal descriptions and depictions of the 100-ft right of way adjacent to Norriego Point Park, as this could have potentially affected the location of the construction road and permanent roadway used to access the park property.

Council requested some additional survey work and research, which increased the total project cost to $26,915.70. Some of this cost was covered under the FY2020 budget. ($16,470). The additional work to be covered in the FY2021 budget is $10,447.50. Since this is an unbudgeted expense, Finance recommends an internal budget transfer from Council's contingency line. The additional work included survey of additional areas on Norreigo Point, and more research and discussions between BDI and City staff regarding past deeds and previous survey documents. In addition, BDI attended a City Council meeting to answer questions

a few weeks ago.

The invoices and summary are attached as ATT1. A recommended internal budget transfers is attached as ATT2. The City's current contract with BDI is provided as ATT3.

A. Link to Strategic Goals / Objectives: Council Directive

B. Effect on Budget (EOB): Two invoices have been submitted totaling $9382.50 for this additional work.

Budget Impact

	FY2021 BUDGET
0151110-531000 CITY COUNCIL-PROFESSIONAL SVCS	$ -
FY21 Adopted Budget*	-
Internal Transfer	10,448
Previous Expenses/Encumbrances	1,065
Available Program Budget	9,383
This Agreement	9,383
FY21 Remaining Program Budget	$ -

*Includes Encumbrances rolled forward

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

III. CONCLUSION: By approving this motion, staff will make the attached internal budget transfer and will pay the attached invoices.

IV. RECOMMENDED MOTION: I move that the City Manager be authorized to approve the attached internal budget transfers and to pay Baskerville-Donovan Inc for their additional professional services.

Attachments:

1. ATT3: Baskerville-Donovan Engineering, Inc 2019 - 2020 Engineering Services
2. ATT1 Baskerville Donovan Invoices
3. ATT2 BUDGET TXFR
4. ATT4 jul20 Action Agenda

CITY OF DESTIN, FLORIDA

AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES

This AGREEMENT made and entered into this 14th day of November 2019, between the CITY OF DESTIN, FLORIDA (hereinafter referred to as "CITY" or "OWNER") and BASKERVILLE-DONOVAN ENGINEERING, INC. (hereinafter referred to as "CONSULTANT").

WHEREAS, the CITY desires to engage the CONSULTANT to provide continuing general professional consulting engineering services; and

WHEREAS, the CITY has followed the selection and negotiation process set forth in the Florida Consultant's Competitive Negotiation Act, Chapter 287.055, Florida Statutes (and intends to administer this Agreement as a "continuing contract" as allowed under said statute);

NOW, THEREFORE, for and in consideration of the premises, the mutual covenants hereinafter recited, and for other good, valuable and sufficient consideration, the receipt of which is hereby acknowledged, the CITY and CONSULTANT agree as set forth below.

TERMS AND CONDITIONS OF AGREEMENT BETWEEN CITY AND CONSULTANT

ARTICLE 1 CONSULTANT'S RESPONSIBILITIES

1.1 **CONSULTANT'S SERVICES**

1.1.1 The CONSULTANT'S services consist of those services performed by the CONSULTANT, CONSULTANT'S employees, CONSULTANT'S consultants, and any of CONSULTANT'S agents as enumerated in Article 2 of this Agreement and any other continuing or additional services as may be agreed upon pursuant to this Agreement.

1.1.2 The CONSULTANT shall maintain all professional and business certificates required by law and as necessary to perform the services. The CONSULTANT shall assure the CITY sufficient representation through assignment and performance by a team of qualified, professional employees and consultants.

1.1.3 The CONSULTANT'S services shall be performed as expeditiously as is consistent with professional skill and care and the orderly progress of the services. Upon request of the CITY, the CONSULTANT shall submit schedules for the performance of the CONSULTANT'S services. The schedules may be adjusted as various tasks proceed and shall include allowances for periods of time required for the CITY'S review and for approval of submissions by authorities having jurisdiction.

ARTICLE 2 CONSULTANT'S SERVICES

2.1 In accordance with Request for Proposals (RFP) NO. 19-01-PS which is hereby incorporated into this Agreement and attached hereto as Exhibit "A", CONSULTANT shall provide services including but not limited to: studies, surveys; design; preparation of plans, specifications and contract documents; conducting public information meetings, preparation of cost estimates; obtaining necessary federal, state and local governmental agency permits (fees to be provided by the City); construction inspections, construction management; contract administration; project completion certifications and as-built surveys as may be required; presentations to the City Council and the general public; right-of-way identification, appraisal and assistance in acquisition assistance in identifying and acquiring grants and loans from federal agencies or other applicable sources of funding or as directed by the City Manager or his designee (hereinafter referred to as "Consultant's services").

ARTICLE 3 CONSULTANT'S COMPENSATION

3.1 CONSULTANT shall be compensated in accordance with the Fee Schedule attached hereto as Exhibit "B".

3.2 CITY'S obligation to pay the amount due hereunder in any fiscal year is contingent upon the appropriation by the CITY'S City Council of legally available funds for the purposes set forth in this Agreement. All payments upon Agreement are contingent upon the CONSULTANT'S Work being acceptable to the CITY, as deemed by the CITY in its sole discretion. For satisfactory completion and acceptance of the Work, the CITY agrees to pay the CONSULTANT in accordance with the CITY'S Purchasing Policies.

3.3 Increases in the CONSULTANT's Fee Schedule, attached as Exhibit "B", may occur annually starting one year after this Agreement's execution. The increase must be requested in writing by the CONSULTANT. The annual rate of increase shall not exceed three percent (3%) and shall be based on actual salary increases to employees of the CONSULTANT. The CONSULTANT shall provide documentation of salary changes upon request by the CITY. Upon CITY review and approval, the CITY shall issue a letter of approval signed by the City Manager or his or her designee.

ARTICLE 4 CITY'S RESPONSIBILITIES

4.1 CITY SERVICES

4.1.1 The CITY shall designate a representative authorized to act on the CITY'S behalf as the CONSULTANT'S contact. The CITY or such authorized representative shall render decisions in a timely manner pertaining to documents submitted by the CONSULTANT in order to avoid unreasonable delay in the orderly and sequential progress of the CONSULTANT'S services. All information and document submittals shall be made directly to this individual.

4.1.2 The CITY shall provide copies of ordinances, maps, studies and any other such documents as are on file with the City and of use to the CONSULTANT in performing the CONSULTANT'S services.

4.1.3 The CITY shall give prompt written notice to the CONSULTANT if the CITY becomes aware of any fault or defect in the services performed or nonconformance of the

CONSULTANT'S work products. Upon receipt of this written notice, CONSULTANT shall promptly remedy any fault or defect in the services performed or nonconformance of CONSULTANT'S work products.

ARTICLE 5 OWNERSHIP AND USE OF DOCUMENTS

5.1 The documents prepared by the CONSULTANT pursuant to this Agreement are instruments of the CONSULTANT'S service for use solely with respect to this Agreement.

5.2 All reports, documents and materials prepared relating to services rendered hereunder shall be the property of the CITY provided payment of applicable fees for its production has been made to the CONSULTANT in accordance with the terms of this Agreement. The CITY shall retain and use the CONSULTANT'S documents for public record, information and reference and make use in connection with the CITY'S compliance with any federal, state, county or city laws, codes, requirements, permits or any other mandate whatsoever.

ARTICLE 6 TERMINATION, SUSPENSION OR ABANDONMENT

6.1 This Agreement may be terminated by the CITY upon not less than ten (10) days written notice should the CONSULTANT fail substantially to perform in accordance with the terms of this Agreement through no fault of the CITY.

6.2 This Agreement may be terminated by either party upon not less than sixty (60) days written notice, for any reason or no cause whatsoever.

6.3 The CITY may suspend an open task order upon not less than ten (10) days written notice.

6.4 If the CITY fails to make payment, within the forty-five (45) days of invoice approval permitted under Florida Statutes, when due the CONSULTANT for services and expenses, the CONSULTANT may, upon seven (7) days written notice to the CITY, suspend performance of services under this Agreement. Unless the CONSULTANT receives payment in full within fifteen (15) days of the date of the notice, the suspension shall take effect without further notice.

6.5 In the event of termination not the fault of the CONSULTANT, the CONSULTANT shall be compensated for services performed prior to termination, together with reimbursable expenses.

ARTICLE 7 NOTICES

7.1 All Notices under this Agreement 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:

CITY OF DESTIN	CONSULTANT
Lance A. Johnson, City Manager	Keith Hill, Baskerville-Donovan
4200 Indian Bayou Trail Destin, Florida 32541 850.837.4242	14101 Panama City Beach Parkway Suite 110 Panama City Beach, FL 32413 850.230.6150

ARTICLE 8 INSURANCE REQUIREMENTS

8.1 During the performance of services under this Agreement, CONSULTANT shall maintain Commercial General Liability, Business Automobile Liability (including hired and non-owned coverage) and Professional Liability. Such coverage shall adequately protect the interest of the CITY in regard to all exposures including design defects and subsequent costs and lost revenue to loss associated with this Agreement. In no circumstance shall the limit of liability be written with limits less than $2,000,000.00 per event/$4,000,000.00 annual aggregate. CONSULTANT shall also maintain Workers' Compensation Insurance at the statutory limits. Workers' Compensation Policy shall contain a waiver of subrogation in favor of the CITY. CONSULTANT shall furnish CITY certificates of insurance which shall include a provision that such insurance shall not be cancelled, or coverage reduced without at least 30 days written notice to the CITY. All coverage shall be with carriers admitted to do business in the State of Florida. Carriers shall be A+ rated by A M Best Company and have a financial size of X or higher. The Commercial General Liability, Business Automobile and Workers' Compensation policies shall name City of Destin, Florida as an Additional Insured. City of Destin, Florida shall be listed as the Certificate Holder on all certificates. CITY reserves the right to modify its insurance requirements with sixty (60) days written notice to CONSULTANT.

8.2 CONSULTANT shall supply certificates of insurance specifically stating the RFP number and title for all coverages required herein prior to execution of this Agreement, such evidence of which shall be attached hereto as Exhibit "C" and made a part hereof.

8.3 The required insurance policies shall contain the following provisions:

8.3.1 There are not to be any special limitations on the protection being provided to the CITY, its officials, employees or volunteers.

8.3.2 The CONSULTANT shall provide timely reporting of incidents to its insurance carrier as required under the provisions of its insurance policies. A copy of any filed reports shall also be sent immediately to the CITY. The CONSULTANT shall exercise due diligence to ensure all reporting provisions are met to protect coverage afforded to the CITY, its officers, officials, employees or volunteers.

8.4 Verification of coverages and continuations of coverage, provision of certificates and endorsements and authorized signatures shall be made in accordance with the following:

8.4.1 Insurance coverage required in these specifications shall be in force throughout this Agreement. Should the CONSULTANT fail to provide acceptable evidence of current insurance within seven (7) days of receipt of written notice at any time during the Agreement, the CITY shall have the right to consider the Agreement breached and justifying termination thereof.

ARTICLE 9 SOVEREIGN IMMUNITY

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

ARTICLE 10 INDEMNIFICATION

10.1 CONSULTANT shall indemnify, defend, save, and hold the CITY, its agents, officers and employees, harmless of and from any losses, fines, penalties, costs, damages, claims, demands, suits, and liabilities, including reasonable attorney's fees (including regulatory and appellate fees), arising out of, because of, or due to any accidents arising in any manner on account of the negligence, recklessness, or intentionally wrongful conduct of the CONSULTANT, its agents, officers, and employees in the performance of the Agreement.

ARTICLE 11 MISCELLANEOUS PROVISIONS

11.1 The CITY and CONSULTANT intend that this Agreement and the relationship of the parties shall be governed by the laws of the State of Florida. Venue for any action arising out of this Agreement between the parties shall be exclusively in the state courts of Okaloosa County, Florida and no where else.

11.2 All of the representation and obligations of the CITY and CONSULTANT are contained in this Agreement and no modification, waiver or amendment of this Agreement or any of its conditions or provisions shall be binding upon a party unless made in writing signed by that party or a duly authorized agent of that party who is empowered by a written authority signed by that party. The waiver by any party of a breach of any provision of this Agreement shall not operate to be construed as a waiver of any subsequent breach of that provision by the same party, or of any other provision or condition of the Agreement.

11.3 Causes of action between the parties to this Agreement pertaining to acts or failures to act shall be deemed to have accrued and the applicable statutes of limitations shall commence to run not later than either the date of completion, or the date of issuance of the Final Certificate for Payment for acts or failures to act occurring after completion.

11.4 This Agreement represents the entire and integrated Agreement between the CITY and CONSULTANT and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both CITY and CONSULTANT.

11.5 Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the CITY or CONSULTANT.

11.6 CONSULTANT warrants that it has not employed or retained any company or person, other than a bonafide employee working solely for the CONSULTANT to solicit or secure this Agreement 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 CONSULTANT any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award or making of this Agreement.

11.7 Where CONSULTANT is required to enter upon CITY property to deliver materials or perform work or services, as a result of this Agreement, CONSULTANT shall assume full duty, obligation and

expense of obtaining all necessary licenses, permits, inspections and insurance, as required.

11.8 The headings of articles, paragraphs and subparagraphs are for convenient reference only and shall not be deemed to limit, construe affect, modify or alter the meaning of such articles, paragraphs or subparagraphs.

11.9 Time is of the essence under this Agreement.

11.10 The parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly 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 provisions of this Agreement.

11.11 If any article, paragraph, subparagraph, section, subsection, term or provision of this Agreement or the application thereof to any party or circumstance shall, to any extent, be invalid or unenforceable, the remainder of said article, paragraph, subparagraph, section, subsection, term or provision of this Agreement 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 article, paragraph, subparagraph, section, subsection, term or provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

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

11.13 This Agreement is binding on the parties, their successors and assigns.

11.14 This Agreement shall not be assigned or otherwise conveyed to any other third party without the written consent of the non-assigning or non-conveying party.

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

ARTICLE 12 PUBLIC RECORDS

12.1 CONTRACTOR must comply with the public records law, Chapter 119, Florida Statutes; specifically, CONTRACTOR must:

a. Keep and maintain public records required by the CITY to perform the service.
b. Upon request of the CITY'S custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the Agreement if CONTRACTOR does not transfer the records to the CITY.
d. Upon completion of the Agreement, transfer, at no cost, to the CITY all public records in possession of CONTRACTOR or keep and maintain public records required by the CITY to

perform the service. If CONTRACTOR transfers all public records to the public agency upon completion of the Agreement, CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If CONTRACTOR keeps and maintains public records upon completion of the Agreement, Contractor shall meet all applicable requirements for retaining the public records. All records stored electronically must be provided to the public agency, upon the request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

e. IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTRACTOR MUST CONTACT THE CUSTODIAN OF PUBLIC RECORDS FOR THE CITY AT (850) 837-4242 OR BY MAIL AT CITY OF DESTIN, CITY CLERK'S OFFICE, 4200 INDIAN BAYOU TRAIL, DESTIN, FLORIDA 32541.

THIS AGREEMENT ENTERED INTO AS OF THE DAY AND YEAR FIRST WRITTEN ABOVE.

CITY:
Lance A. Johnson
Its: City Manager

signature

Date: 11/14/19

CONSULTANT:
Keith Hill
Its: Exec. VP/COO

signature

Date: Nov. 11, 2019

Attest to Signature: *(Seal)*

Date: 11/14/19

Witness to Signature:

Print Name:
Derena Stanton

Witness to Signature:

Print Name:
Cheryl R. Dunlary

Approved as to Legal Form:

Kyle Bauman, City Attorney

EXHIBITS

A. Request for Proposal No. 19-01-PS
B. Fee Schedule
C. Certificates of Insurance

BASKERVILLE-DONOVAN, INC.
ENGINEERING THE SOUTH SINCE 1927

RFQ No. 19-01-PS:
Qualifications for Professional Consulting Engineering Services for the City of Destin



Exhibit A

Prepared By:
Baskerville-Donovan, Inc.
14101 Panama City Beach Parkway
Suite 110
Panama City Beach, FL 32413

www.baskervilledonovan.com

ELECTRONIC COPY

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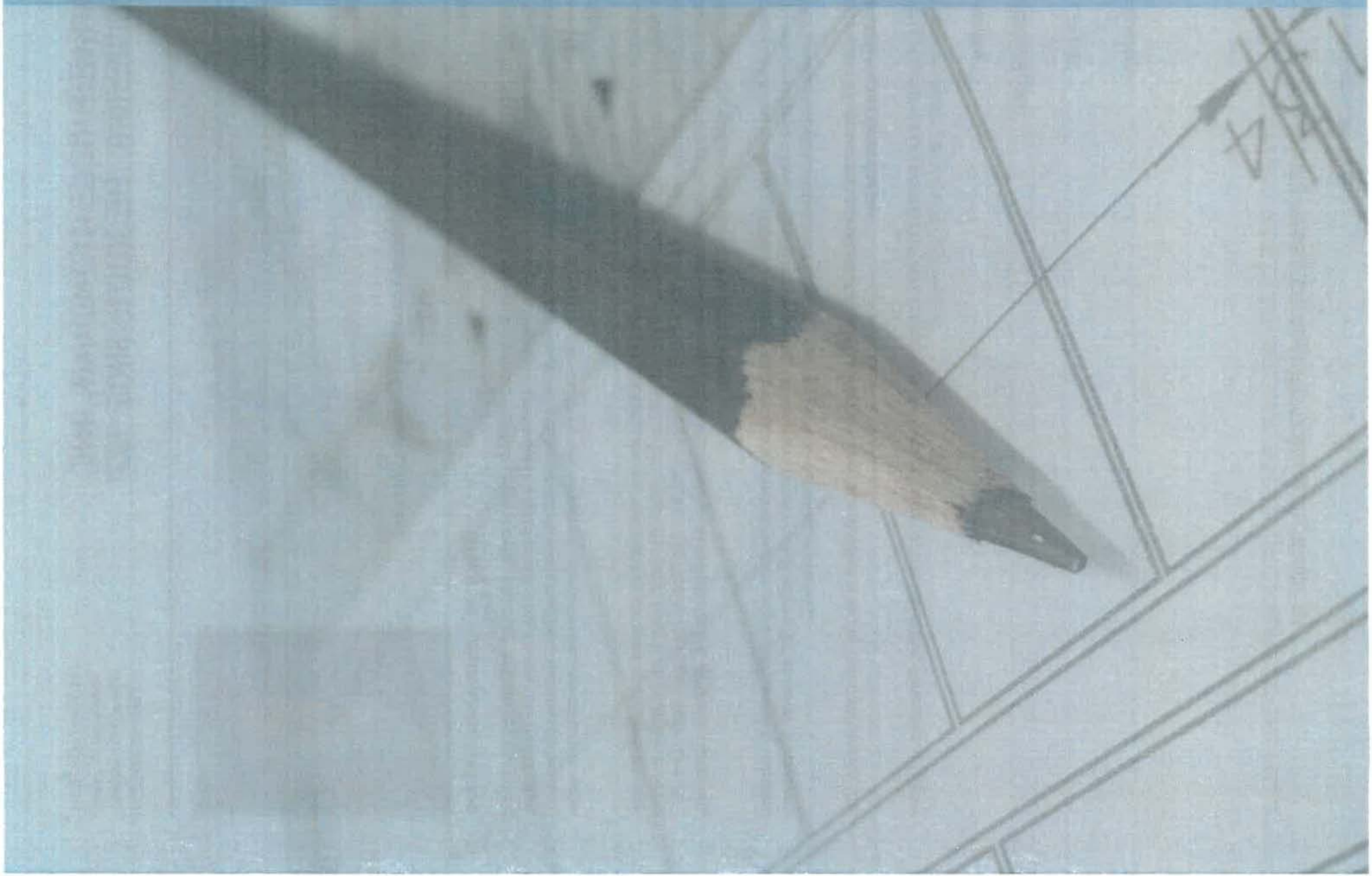
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1. Letter of Interest



BASKERVILLE-DONOVAN, INC.
ENGINEERING THE SOUTH SINCE 1927

449 West Main Street
Pensacola, FL 32502
Phone: 850.438.9661
Fax: 850.433.6761

August 15, 2019



T. Keith Hill, Executive Vice President

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

RE: City of Destin, RFQ NO. 09-12-PS – Professional Consulting Engineering Services

Dear Mr. Johnson:

Baskerville-Donovan, Inc. (BDI) brings to the City of Destin a multi-discipline engineering, planning, and survey team that understands the significance of public works, transportation and stormwater infrastructure projects and the impact they have on our communities like the City of Destin. Our long history and active relationships throughout the area allows us to bring great value to the City and our municipal experience has taught us the important characteristics necessary to serve the staff, elected officials, and the citizens of Destin.

We understand that the work assignments will vary in size and nature, and we feel that we can meet your timelines and provide quality work within budget. Our Panama City Beach office has full capabilities and capacity to provide services for any engineering projects you may need under this continuing services contract. Our Project Manager, Alan Hart, P.E., along with a strong team of transportation and stormwater professionals including Keith Guthrie, P.E. and Mike Langston, P.E., are committed to being responsive to any of the City's needs.

The BDI Team wants to ensure the City of Destin understands our strong commitment to assist with projects included in this RFQ. BDI has assembled a team of professionals which allow us to submit qualifications for all seven disciplines, including the thirteen sub-disciplines listed under the Engineering Services identified in the RFQ.

We sincerely appreciate this opportunity to submit our qualifications, and we are confident that our team will provide the best services available to the City of Destin.

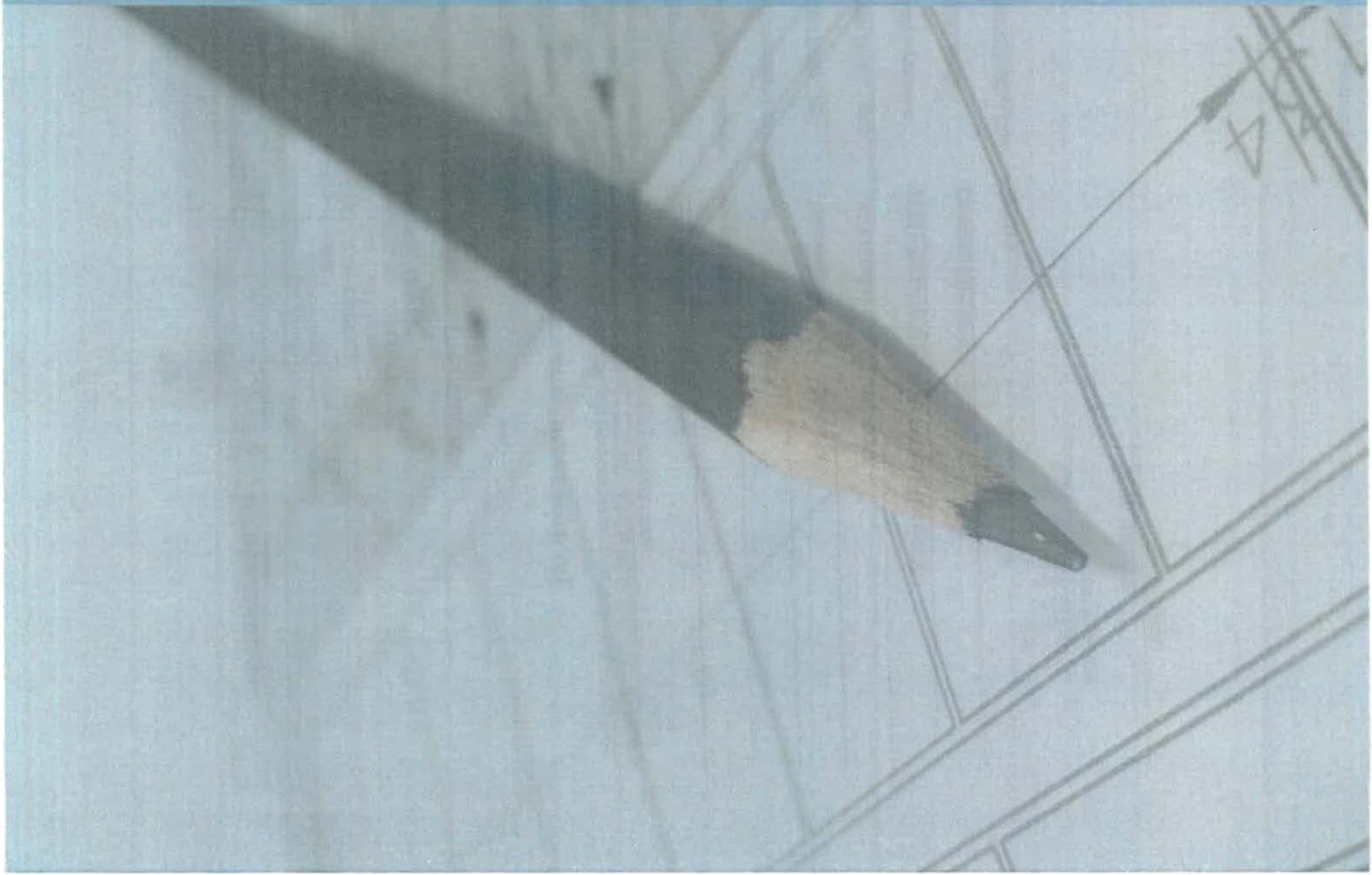
"I declare that this proposal is in all respects fair and in good faith without collusion or fraud and that I have the authority to bind the principal proponent, Baskerville-Donovan, Inc."

Respectfully submitted,

BASKERVILLE-DONOVAN, INC.

T. Keith Hill, P.E.
Executive Vice President

2. Firm's Proposals



RESPONDENT **ACKNOWLEDGEMENT**

Submit RFQ's To: City of Destin
CITY CLERK'S OFFICE
4200 Indian Trail Bayou
Destin, Florida 32541
Telephone: (850) 837-4242

RFQ Title: ENGINEERING AND PROFESSIONAL CONSULTING SERVICES

RFQ Number: 19-01-PS

RFQ Received By: **August 15 , 2019, NO LATER THAN 2:00 P.M. (CT)**

RFQ's will be publicly opened and recorded for acknowledgement of receipt in the City Hall Boardroom, unless specified otherwise, on: **August 15 2019, no later than 2:00 P.M. (CT)** and may not be withdrawn within ninety (90) days after such date and time.

Name of Vendor: **Baskerville-Donovan, Inc.**

Federal I.D. Number: **59-0857184**

A Corporation of the State of: **Florida**

Area Code: **850** Telephone Number: **230-6150**

Area Code: **850** FAX Number: **230-6155**

Mailing Address: **14101 Panama City Beach Pkwy Suite 110**

City/State/Zip: **Panama City Beach, FL 32413**

Vendor Mailing Date: **8/15/19**

T. Keith Hill

Authorized Signature

T. Keith Hill, P.E.

Name Typed

RESPONDENT'S 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

Submitted By:
Name: Baskerville-Donovan, Inc.
Address: 14101 Panama City Beach Pkwy Suite 110
City, State, Zip: Panama City Beach, FL 32413
Telephone No.: 850-230-6150
Fax No.: 850-230-6155

Check One	
Corporation	x
Partnership	
Individual	
Other	

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 Respondent is:
   Baskerville-Donovan, Inc.

   The address of the principal place of business is:
   449 West Main Street Pensacola, FL 32502

2. If Respondent is a corporation, answer the following:

   a. Date of Incorporation: 1972
   b. State of Incorporation: Florida
   c. President's name: Frederick Donovan, Sr.
   d. Vice President's name: T. Keith Hill
   e. Secretary's name: Cindy Zelius
   f. Treasurer's name: Kathleen Koontz
   g. Name and address of Resident Agent: Frederick Donovan, Sr.
      449 West Main Street Pensacola, FL 32502

3. If Respondent is an individual or a partnership, answer the following: **N/A**

   a. Date of organization: _____

   b. Name, address and ownership units of all partners:

   _____

   _____

   _____

   c. State whether general or limited partnership: _____

4. If Respondent is other than an individual, corporation or partnership, describe the organization and give the name and address of principals: **N/A**

   _____

   _____

   _____

5. If Respondent 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?

   29 years (1990)

   Under what other former names has your organization operated?

   Baskerville-Donovan Engineers, Inc. (1972)

   Russell G Patterson and Associates, Inc. (1959)

   _____

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.

   See "Licenses" Attachment

   _____

   _____

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)
Resumes included in Project Team section.

10. State the name of the individual who will have personal supervision of the work:
T. Keith Hill, P.E., Chief Operating Officer

11. State the name and address of attorney, if any, for the business of the Respondent:
Gary Houston
17 West Cedar Street, Suite 3, 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 Respondent's business and indicate the percentage owned of each such business and/or individual:

Frederick Donovan, Sr. – 49.26%	T. Keith Hill – 7.86%
Frederick Donovan, Jr. – 17.10%	J. Thomas Williams – 7.86%
David K. Hemphill – 7.86%	Jim Waite – 7.86%

13. State the names, addresses, and the type of business of all firms that are partially or wholly owned by Respondent: N/A

14. Annual Average Revenue of the Respondent for the last three years as follows:

		Revenue Index Number
a.	Government Related Work	7
b.	Non-Governmental Related Work	6
	Total Work (a +b):	7

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
Hancock (Bob Malloy)	101 W. Garden St., Pensacola, FL 32502	850-444-3231
Trust Mark (Rick Johnson)	19 W. Garden St, Pensacola, FL 32502	850-316-2023
Servis 1st (Rex McKinny)	316 S. Baylen, Suite 100, Pensacola, FL 32502	850-266-9101
Synovus (Alan Nickelsen)	125 W. Romano St., 4th Floor, Pensacola, FL 32502	850-436-4762

16. Provide description of policies and methods for project monitoring and budgeting control as well as adherence to project schedule (continue on insert sheet, if necessary).

See "Schedule and Budget" Attachment

17. Provide descriptions of quality assurance/quality control management methods (continue on insert sheet, if necessary):

See "Quality Assurance" Attachment

18. What will be your turnaround time for written responses to City inquires?

Within 1 business day.

19. List and describe all bankruptcy petitions (voluntary or involuntary) which have been filed by or against the Respondent, 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

20. List all claims, arbitrations, administrative hearings and lawsuits brought by or against the Respondent 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.

See "Claims History Summary" Attachment

SCHEDULE AND BUDGET

Meet Schedules

Baskerville-Donovan's goal is to provide the City of Destin with a finished product on time, every time, and on budget. Each member of the BDI design team assembled under this contract will be composed of talented, experienced professionals with a proven background in the delivery of multi-disciplined planning, engineering, and surveying services. These team members, working with the City staff, will build the City's goals into the finished product. This BDI team has been carefully selected to maximize the project quality and effective attainment of the program goals while staying within the established budgets.

Budget Requirements

After the Project Plan is approved by the BDI Regional Manager, the budget/man-hour, and schedule information is inserted into the corporate financial cost accounting and schedule tracking management system (Deltek Vision©). In addition, as Project Manager, Alan will utilize the scheduling and project scheduling software to monitor progress on this project. To maintain accountability, BDI project schedules and resource requirements are updated regularly by Project Managers. Division and Regional Managers discuss on a weekly basis the current workload, schedule requirements, and staff labor to complete projects and meet the client's schedules. Project Progress Reports are sent to each Project Manager bi-weekly. These budget tracking and schedule control methods allow Project Managers to evaluate the status of their project quickly, and make the needed adjustments to meet, or beat our client's schedules and budgets. The networked scheduling and financial software systems allow Division and Regional Managers to monitor progress on projects and insure that each Project Manager is meeting their commitments with no challenges for project team availability.

Ability to Deliver Projects On-Time and Within Budget

Baskerville-Donovan understands the need to complete projects on-time and within budget, the commitment of available resources, and the importance of providing complete deliverables on those deadline dates to our clients. BDI has been successful in meeting project schedules for our clients throughout our 92-year history. This is a testimony to our commitment to on-time schedules and in-budget projects and the proven track-record of our internal project processes. There are four (4) key elements to BDI's project process that ensure that the schedule requirements are met on every assignment. These key elements are described below:

1. Develop and communicate a clear understanding of our client's scope, schedule, and budget requirements for each project.

2. A corporate commitment of available project team resources necessary to successfully complete the project and meet the schedule.

3. Active monitoring and control of project schedule and budget.

4. Timely and clear communications.

QUALITY ASSURANCE

The Quality Assurance (QA) process of BDI is related to the quality improvement concepts applied by many successful firms. Our point of attack is directed at the root cause of most quality breakdowns, which is a failure to train, direct, and reinforce the staff involved with the project. Our QA program begins with education and training. Staff at all levels (field crews, survey technicians, project managers and principals) receives training on the client's goals and standards. They are instructed on the importance of a well-planned project. They become a fully coordinated team: knowledgeable of how their role is inter-dependent with the roles of all other participants on the project.

BDI is also committed to strong Quality Control (QC) processes. Our QC process is an ongoing effort throughout the entire design process; at each project stage, our submittals are formally reviewed for quality, completeness and consistency. At the beginning of each project, the staff is provided with comprehensive QC checklists. These checklists ensure that each member of the team has reviewed their own work in all applicable areas – prior to submission to the QA/QC officer for formal review and approval.

BDI's formal QC process conforms to all FDOT standard practices and procedures. All reports, surveys, and plans are prepared and signed by their originator. They are then checked by a peer professional, who is not otherwise involved with the project. His independent review identifies any proposed corrections, which are then back checked by the originator, and rechecked by the checker to verify resolution of his original comments. The Project Manager then reviews all checked documents for consistency with the project requirements and for technical adequacy.

The whole QC process employs several visual mechanisms. Red pencil denotes corrections to be made; yellow check indicates corrections have been made; a green check indicates corrections have been verified, etc. These mechanisms verify the step-by-step input and resolution by all participants. Copies of all QC documents are kept on file and available to the client upon request.

For BDI, however, this routine of output-based QC alone is not enough to meet our standards. We believe unless the input and the operating process also are properly controlled, then no one can truly assure Quality is controlled. Thus, for BDI, quality assurance begins at the front end of the process, not at the output end of production. This "front to back" method also allows a "top to bottom" approach. By implementing QC procedures throughout the duration of a project, everyone gets involved. Starting from the Crew Chief all the way to the Chief Executive, each member of this QC team plays a vital role in reviewing field notes, checking accuracy of field measurements, MTS requirements, satisfy scope requirements, etc. Each staff member brings a unique perspective to a project and allows BDI to address all discrepancies.

Sub-Consultant Checking Procedures

The sub-consultants for this project will be required to provide a Quality Control Review of their efforts prior to submittal to BDI for inclusion in submittals. Included with the report documents, the sub-consultants will provide to BDI a formal Quality Assurance Certification indicating that a Quality Control Review has been executed.

Upon receipt of these documents, and the Quality Assurance Certification, BDI's Project Manager will review the documents to ensure that they comply with all applicable technical standards, FDOT program objectives and the project scope. Any deficiencies will be marked and returned to the sub-consultant for review and revision. As with our internal QC procedures, this process will continue (in iterative fashion) until all technical comments and programmatic remarks are resolved. Once all deficiencies are resolved, the final QC documentation will be included in the project Quality Control File.

CLAIMS HISTORY SUMMARY

PROJECT NAME: ECUA Central Water Reclamation Facility – Administration Building

CASE NAME: A.E. NEW JR., INC., Plaintiff/Counter-Claim Defendant/ v. EMERALD COAST UTILITIES AUTHORITY, a Florida Public Utility, Defendant/Counter-Claim Plaintiff/Third Party Plaintiff, v. HATCH, MOTT, MACDONALD FLORIDA, LLC, a Florida Limited Liability Company, and BASKERVILLE-DONOVAN, INC., a Florida Corporation, Third Party Defendants. /BASKERVILLE-DONOVAN, INC., Crossclaim Plaintiff, v. HATCH, MOTT, MACDONALD FLORIDA, LLC, Crossclaim Defendant. /A.E. NEW JR., INC., Third Party Plaintiff, v. AREA GLASS, INC. a Florida Corporation, et al., Third Party Defendant.

CASE NO. 2012-CA-396F

PROJECT DESCRIPTION: During 2012, the Administration Building contractor, AE New, filed a notice of claim alleging numerous issues pertaining to the structural and architectural design and delays of the Administration Building, which was wholly designed by a Subconsultant Architect, Mott-MacDonald and suit against numerous subcontractors alleging subpar work. Baskerville-Donovan, Inc. had no liability and continues to perform work with ECUA.

PROJECT NAME: Escambia County Via De Luna Drive Landscape – Phase 2

CASE NAME: Dung Tien Do v. Levin and Rinke Development, Baskerville-Donovan, Inc., Wallace Sprinkler & Supply, Inc. and Robert Rinke

CASE NO. 2018 CA 001859

PROJECT DESCRIPTION: November 2014, Mr. Do was a pedestrian crossing the Via de Luna Drive from Portofino Island Resort to the beach side. Mr. Do was injured as he was struck by a vehicle while crossing the road. Mr. Do subsequently received a citation from the FHP for leaving a place of safety and entering the path of a vehicle resulting in crash and causing property damage.

The claim asserts that BDI performed landscaping obscured Mr. Do's vision from seeing traffic and likewise obscured traffic and drivers from seeing him. BDI did perform landscaping design along Via de Luna Drive, but nowhere in the vicinity of the accident. A Motion for Summary Judgment for hearing and attempt to obtain judicial resolution of the case has been filed.

PROJECT NAME: Bayside Properties Platt Survey

CASE NAME: Bayside Property Consultants, LLC v. City of Mobile, Mobile Planning Commission, Mobile City Council, Exit Realty, Helen Emmons, Toulminville, LLC, Philip Burton, Joe Burton, Williams Engineering & Construction Co., Baskerville-Donovan, Inc., Joe Reagan, Surety Land Title, Crane Title Co., et al.

CASE NO. 02-CV-2018-902497.00

PROJECT DESCRIPTION: Bayside Property Consultants purchased a 24-lot subdivision in Mobile, AL in June 2007. Two houses were constructed and sold. After which the property was selected for a HUD compliance review and determined to be in non-compliance due to the demolition of an 83 unit apartment complex as part of a HUD Use Agreement.

BDI was contracted to perform a plat survey of the property. Our contract did not include any other services, including due diligence or a title search. There are 4 counts in the claim. BDI is named in Count 1 - as being negligent to exercise their authority with due diligence to the prospective buyer and Count 3 – asserting fraudulent representation that the property was a legally approved subdivision.

24 April 2019 - The Court dismissed the plaintiffs' claim with prejudice.
23 May 2019 – Bayside Properties (Plaintiff) filed a Motion for Reconsideration

21. List and describe all criminal proceedings or hearings concerning business related offenses to which the Respondent, its principals or officers or predecessors' organization(s) were defendants.

N/A

22. Has the Respondent, 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.

N/A

The Respondent 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 Respondent to be true. The discovery of any omission or misstatement that materially affects the Respondent's Proposals to perform under the contract shall cause the owner to reject the Response, and if after the award, to cancel and terminate the award and/or contract.

(Signed) _____

(Title) **Executive Vice President/COO**

Subscribed and sworn to before me

This 15 day of August, 20 19

DERENA STANTON
Notary Public - State of Florida
Commission # GG 062110
My Comm. Expires May 7, 2021
Bonded through National Notary Assn.

_____
Notary Public (Signature)

My Commission Expires: May 7, 2021

FIRM'S PROPOSALS

The Baskerville-Donovan, Inc. (BDI) Team is pleased to submit our qualifications to the City of Destin for the Engineering and Professional Consulting Services RFQ. BDI is a 92 year old multi-discipline firm that specializes in local government services. Our organization is widely recognized throughout the panhandle for working in a corporative and collaborative manner with our clients to provide quality engineering services.

Baskerville-Donovan's business is primarily based to provide the best engineering services available to municipal clients throughout the South. We understand that for a municipal project to succeed it must work technically, financially, and socially. The City of Destin staff and elected officials are very close to the constituents and every project budget and schedule is important.

We are right there with you. Our team will be by your side the whole way, and, we understand the need to complete projects on time, the commitment of available resources, and the importance of providing complete deliverables on those deadline dates to our clients. BDI has been successful in meeting project schedules for our clients throughout our 92-year history. This is a testimony to our commitment to on-time schedules and in-budget projects and the proven track-record of our internal project processes.

Maintaining an engineering business in the Panhandle for over 92 years that serves primarily municipal clients requires more than just great engineers. It requires creative thinkers, a highly technically trained staff, and employees that understand the challenges that the City staff faces every day. We know that everything is under the watchful eyes, and our experience in making your projects successful will prove invaluable and will allow you the ability to focus on your day to day activities and resolving project related issues.

The BDI Team is always ready to assist the City, even on a moment's notice. We have the experience, the local knowledge, and the qualifications to provide unparalleled service to the City of Destin.

Management Team

The key to BDI's success is our people. Our firm commitment is to staff your project with highly credentialed, experienced professionals who lead and perform all daily assignments. This approach ensures that all of the critical decisions and work for each City project is actually executed and checked by our best and most seasoned professionals.

First and foremost, we are very proud to offer Alan Hart, P.E. as BDI's dedicated Project Manager for all services under this RFQ. As we have outlined in detail herein, BDI believes that limiting client points-of-contact provides for efficient and cost effective projects, and streamlined project communications. Alan is long-time Florida panhandle resident and is in a very favorable position to dedicate his talents and energy to providing the very best services to the City.

Keith Hill, P.E. will directly support and assist Alan as the BDI Client Services Manager (CSM). As CSM and Chief Operating Officer for BDI operations, Keith is personally dedicated to ensuring that Alan is fully supported by our firm and sub-consultants – as required to guarantee project success. Keith is personally committed to ensuring the success of these important projects. Our full contact information is as follows:

Alan Hart, P.E.
Project Manager
Baskerville-Donovan, Inc
14101 Panama City Beach Parkway Suite 110
Panama City, FL 32413
Phone: (850) 230-6150
Fax: (850) 230-6155
Cell: (850) 712-3956
ahart@baskervilledonovan.com

T. Keith Hill, P.E.
Principal-in-Charge, COO
Baskerville-Donovan, Inc
449 W. Main Street
Pensacola, FL. 32502
Phone: (850) 438-9661
Fax: (850) 433-6761
Cell: (850)324-4926
khill@baskervilledonovan.com

Local Commitment

As mentioned above, we have been working on local projects in the Destin area for a decade. Over this period, we have developed a highly effective professional working relationship; our record of professional success is reflected in our projects and client references. In fact, we take great pride in our work in the area.

Our commitment to the City is also reflected in the team we have assembled for work under this RFQ. A careful review of the attached materials will show that BDI has identified a highly experienced team of professionals; each is fully committed to the success of the City's projects and programs. Each of our senior technical staff and sub-consultants has been carefully selected to provide you with the very best professional team available.

Project Team

Each of these individuals is selected for their demonstrated professionalism and consistent record of success. In every case, Keith Hill has personally worked with the same Key BDI Team Members identified on recent municipal infrastructure projects.

To meet the City's schedules for the completion of design, permitting and bidding, some critical tasks may need to be performed simultaneously. As a result, BDI will assign internal project teams and sub-consultants – all led by senior professionals – to ensure these tasks are completed on time with high quality work. The assignment of our top professional staff to each team ensures that the communications and information flow will be effective and efficient. The lead team members are all experienced professionals and have worked together on previous projects. These key staffers are supplemented by highly qualified sub-consultants to ensure all tasks meet our project schedule.

The following services will be provided by BDI staff:

- Landscape Architect
- Civil Engineering
- Computer Consulting (Cabling, RCDD, etc.)
- Structural Engineering
- Athletic Field/Facility Design
- Transportation/Traffic
- Mapping/GIS
- Planning Services
- Construction Management

SERVICES TO BE PROVIDED BY SUBCONSULTANTS

SUB-CONSULTANT	DISCIPLINE	OFFICE FOR SERVICES
Olsen Associates, Inc.	Coastal Engineering	Jacksonville
Southern Earth Sciences, Inc.	Geotechnical Engineering	Destin
Geosyntec Consultants	Environmental/ Hydrogeological/ Hazardous & Solid Waste	Destin
Sam Marshall Architects	Architecture	Pensacola
Schmidt Consulting Group, Inc.	HVAC/ Mechanical Engineering	Pensacola

Past Performance

As a leader in the field of civil engineering in Florida, BDI has provided various engineering services to more than 100 municipalities throughout the state. We understand that engineering challenges – while critical – are only a part of the challenges that many municipalities face in Florida today. The successful development of infrastructure requires a comprehensive understanding and approach to meet all of the challenges – engineering, regulatory, public, and financial aspects – of each unique project. By working closely with our clients, BDI has developed cost-effective solutions that meet their specific needs. BDI will do the same for Destin, and we can provide funding assistance to City staff in an effort to minimize the economic impact of project development for the tax and rate payers in Destin.

Location

Over the years, part of our success can be attributed to our corporate commitment to local service. As such, our staffing plan features sub-consultants that work closely with our staff assigned to the BDI Panama City Beach and Pensacola offices.

Since the mid-1970's, BDI has maintained a Destin office, however; in response to client needs we have recently consolidated our Panama City and Destin offices in a new location near the west end of Panama City Beach. This move was accomplished to provide better service to the Okaloosa/Walton/Bay County service area. However, BDI continues to maintain a permanent mailing address and the required professional licenses in Destin. Because a number of our staff are residents of Destin and the surrounding area, this arrangement helps our firm support our local staff and clients.

Summary

Our BDI Team commitment to the City of Destin involves the following:

- Expertly planned projects and a willingness to exceed project schedule and budget expectations.
- The assignment of engineers and designers with excellent experience and technical capability.
- Strict control and tracking of the project schedule, budget, and assigned staff.
- A team-centered flexibility to quickly adapt to the full range of City needs.
- Clear, consistent and seamless communications with the City and regulatory authorities.
- Our collective commitment to the successful development of projects in the City of Destin.
- Assignment of a locally available team consisting of numerous Destin residents and businesses.
- Our formidable track record of developing critical project funding.

We believe that the attached information will clearly demonstrate that the BDI Team is uniquely qualified to serve the City of Destin. We have made every effort to assemble a locally-based team that is well-positioned to provide the highest level of service to the City. Our team believes the following are the top reasons to select the BDI Team:

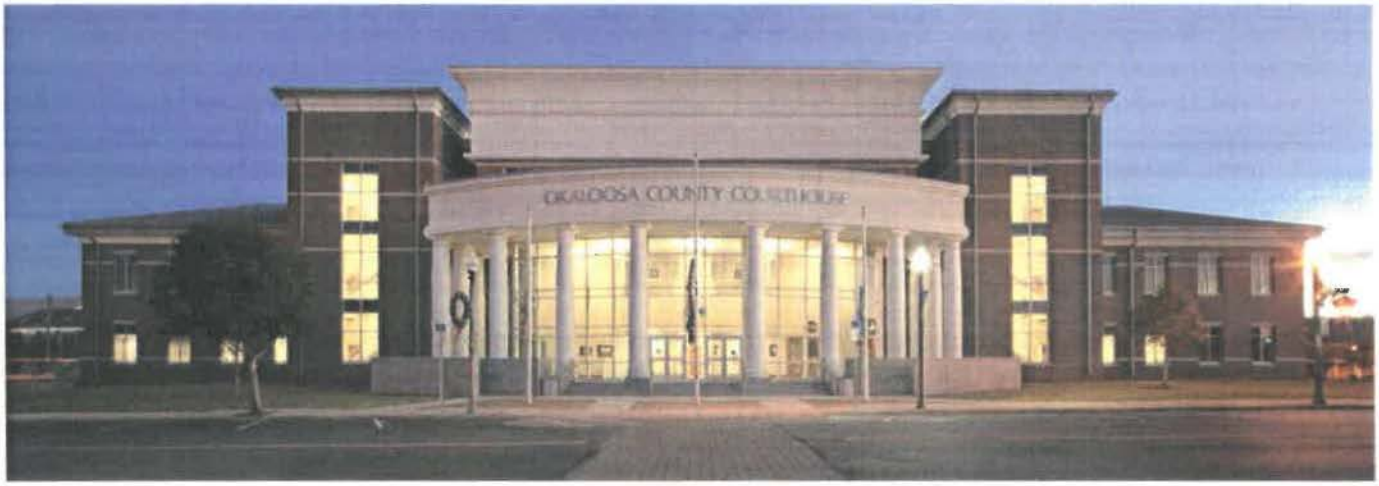
1. The BDI Team has the highest level of commitment to the City of Destin. The City's priorities and success on projects are of the utmost importance to BDI. BDI is founded on serving Northwest Florida's communities and prides ourselves in serving our fellow citizens.

2. The BDI Team commits to the City of Destin our highest-quality Design, Permitting, and Construction Service expertise. BDI has completed numerous projects in Destin and surrounding areas, and we have made every effort to ensure that those same individuals who have been involved in area projects in the past - have been committed to services under this contract.

3. The BDI Team is prepared to meet and exceed all City project schedules and budget requirements. By incorporating innovative design technologies, the BDI Team will beat the City budget.

4. The BDI Team has a strong commitment to the City of Destin and its economic growth. As prime consultant, BDI leads this group with a corporate history of providing consulting services in the panhandle since 1927.

ARCHITECTURE



For many project assignments requiring architectural services, BDI has teamed with a reputable local architecture firm, Sam Marshall Architects (SMA). Located in Pensacola, SMA has been providing architectural services in the Florida Panhandle since 1962. Over the years, SMA has developed a solid reputation for providing comprehensive architectural and planning services for a wide variety of projects. The firm maintains an ongoing relationship with local engineering firms and sub-consultants, including the local engineering staff at BDI.

Capabilities

SMA is a group of design oriented professionals organized to provide complete architectural and planning services for a wide variety of projects. Founded in 1962, the firm enjoys an outstanding reputation for design excellence, completion of on budget projects and an ability to affect smooth working relationships with owners and builders. This success stems from an ability to coordinate the diverse efforts of many professionals to produce architecture, which is both sensitive to the environment and to the client's wishes and budget.

SMA offers a strong local presence of service-oriented architects with experience in municipal project design. SMA prides themselves on paying close attention to our client's needs and their projects. Our clients like that attention, as demonstrated by the extensive number of repeat clients we have worked with in the past.

SMA has an unblemished track record of budget and program compliance, achieved by constant updating of cost factors beginning with the program information and continuing through the entire design and documentation process.

Some of the SMA's local projects (past and present) have included:

Santa Rosa County Federal Credit Union
Okaloosa County Courthouse
Mattie Kelly Art Center
Observatory
Learning Resource Center
Marine Fisheries Hatchery
Pensacola Beach Public Safety Building

Architectural Staffing

In teaming with SMA, the BDI team has selected a group of highly qualified professionals for all architectural work under this contract. Individual professional resumes for key staff have been included in Section 3. Mike Marshall, AIA will provide the senior technical leadership for all architectural related assignments. In addition, the SMA/BDI team will utilize in-house technical support resources including CAD technicians, interns, administrative and support personnel. For building projects, the team will also include the various engineering professionals for structural, mechanical, electrical, etc., included herein.

Communications and Project Execution

The City of Destin's primary contact will be the BDI Project Manager, Alan Hart, P.E.. For each project assignment that includes an architectural element, Alan will be assisted by Mike Marshall. Mike and any required team members will meet regularly with the City and their designated project team, as required to ensure that work flow is efficient and timely; and that all buildings are properly programmed for the intended use. Mike will also assist Alan in coordinating with the engineering disciplines associated with each building; including electrical, civil, structural, mechanical, geotechnical and HVAC components. For assignments involving buildings, Sam Marshall Architects will provide construction administration services for all vertical project components.

LANDSCAPE ARCHITECTURE & PLANNING



Landscape Architecture and Planning services will be provided by Baskerville-Donovan, Inc. (BDI). BDI has been providing professional landscape architecture and planning services around the Panhandle since the 1970's. In fact, BDI has been involved in planning and providing landscape architecture services for many of the large private and municipal developments - and Development of Regional Impact (DRI) Studies around the Gulf Coast region. Services offered by our landscape architects include site planning, preparation of planting plans, irrigation plans, site design plans, master plans, and the associated permitting.

Capability

Planning is a broad term describing a wide range of activities; from master site planning in association with our in-house landscape architecture group; to a regional effort involving community-wide planning and zoning, as well as the preparation of land development codes. Over the years, BDI has provided the full range of planning services for both our private and public sector clients.

Representative planning activities include:
Campus Master Plans
Land Use Planning for Communities and Developments
Unified Land Development Regulation Codes
Marine and Waterfront Development Planning
Urban Design
Environmental Impact Studies
Fiscal Impact Studies/Impact Fee Analysis
Transportation and Corridor Studies
Industrial Development Planning
Coastal Management Planning & Permitting
Public Participation Consensus Development
Development of Regional Impact (DRI) Studies
Permitting
Recreational Facilities Design

Experience

Some of the projects that have included landscape architecture and planning services are listed:
Destin Sports Complex
UWF Football Complex
Community Maritime Park (Pensacola Blue Wahoos)
Sandestin & Seascape Resorts
The Fisheries Hatchery
Turkey Creek Park
Pensacola Beach Pedestrian & Bike Path
The Bluffs

Staffing

The BDI team has selected a group of highly qualified professionals for all landscape architecture and planning services under this contract. David Hemphill, ASLA, will provide the senior technical leadership for all landscape architecture and planning related assignments. The attached table gives the key personnel associated with the production of civil products and services. In addition, the BDI team will utilize in-house technical support resources including CAD technicians, interns, administrative and support personnel.

Communications

The City of Destin's primary contact will be the Project Manager, Alan Hart, P.E. For each landscape architecture and/or planning assignment, Alan will be directly assisted by David Hemphill, ASLA. When required, David and any required members of his team will meet regularly with the City and their designated project team for planning and analysis coordination. All of the results of planning and design efforts will be communicated to the City's professional staff on a regular basis.

CIVIL ENGINEERING

The BDI team has been providing civil engineering services in the Destin area and Okaloosa County since 1927. Our engineers, technicians and project management staff are some of the most qualified professionals in the region. Our long, specialized history of providing civil engineering services along the Gulf Coast uniquely qualifies our team for these services under this RFQ. We understand the design and construction environment, and are very familiar with local codes, permitting requirements and the NWFL regulatory environment.

Civil Capabilities

BDI maintains one of the most technically proficient heavy-civil design groups in the southeast. Our engineers have designed award-winning airfields, ports, industrial facilities, sports complexes, parks, golf courses, municipal piers, parking facilities, multi-modal developments, master plans, large private developments – and a wide range of other civil works projects. Our civil engineers are very competent and experienced in the design, permitting and construction management for local government civil projects.

Stormwater Management

A major part of almost every civil engineering project is drainage and stormwater management. The BDI team has designed hundreds of stormwater drainage projects for local governments across the panhandle. Our experience includes design of underground piping systems, ditches, stormwater retention and detention ponds, stormwater pumping stations, lakes, overflow structures, outfalls, channels, canals, dams, bridges and, culverts, as well as basin modeling. Our project experience in this area has included drainage designs and studies for cities and counties, subdivisions, roads, bridges, and industrial parks. Our engineers were the first in the panhandle to use Interconnected Channel & Pond Routing model software version 4 (ICPR4). The BDI team is committed to providing environmentally friendly, technically coordinated and permittable stormwater solutions. A critical path consideration for many of the projects under this RFQ will likely involve routine stormwater treatment and attenuation. When required, the BDI team will attend pre-application meetings with the NWFWMD to investigate the drainage and permitting requirements prior to commencement of design. Our initial meeting will focus on presenting the proposed improvement concept to the District as required to determine specific permitting requirements. Subsequent meetings will be executed as required to ensure that the City is provided with a technically sound and permittable set of construction documents.



Experience

We have worked closely with communities throughout the region to assist them in making our area of Florida what it is today. One of the best places to live. Some of the projects that have included civil engineering services include:

Holley by the Sea Drainage Study
Destin Sports Complex
Pensacola Beach Roadway Improvements
Pensacola Beach Fishing Pier
Dan Russell Pier
Wallace Road Sidewalks
Community Maritime Park
Turkey Creek Park

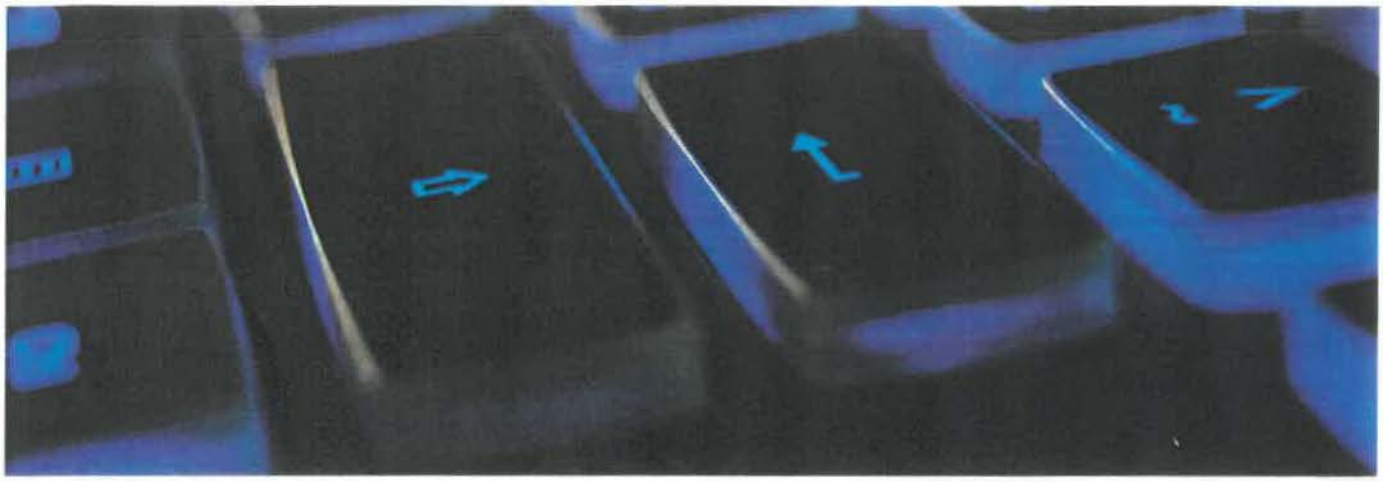
Civil Staffing

The BDI team has selected a group of highly qualified professionals for all civil engineering work under this contract. Patrick Burke, P.E. will provide the senior technical leadership for all civil engineering related assignments. The following table gives the key personnel associated with the production of civil products and services. In addition, the BDI team will utilize in-house technical support resources including CAD technicians, engineer interns, administrative and support personnel.

Communications

The BDI Team understands the important role that information management plays in completing projects on schedule and within budget. The City of Destin's primary contact will be the Project Manager, Alan Hart, P.E.. For each civil engineering project assignment, Alan will be assisted by Mike Langston, P.E.. When required, Mike and any required members of his team will meet regularly with the City and their designated project team. All of the results of planning, design and construction administration efforts will be communicated to City professional staff on a regular basis.

COMPUTER CONSULTING



Since our internal technology group was founded in the mid-1990's, BDI has been providing computer consulting services for many of our local government clients. Our technicians and project management staff are very adept at providing specialized computer consulting services, as required, to meet almost any client needs. Because we intimately understand the local government consulting environment, our computer specialists are very familiar with the specific needs and requirements of public officials along the Gulf Coast.

Capabilities

BDI maintains a full staff of credentialed and technically proficient computer consulting professionals. In addition to the daily maintenance of our own corporate internal technology needs, our technology specialists are very adept at assisting our clients in developing their own computer and networking solutions. Some of the services provided by BDI computer technology staff include:

Network security audits
Design and installation of turn-key systems
Network design and configuration
Network training for hardware and software applications
Office phone systems & cabling
Web development
Software programming
Installation and support of LAN\WAN and WLAN connectivity
Wireless connectivity
VPN and firewall configurations

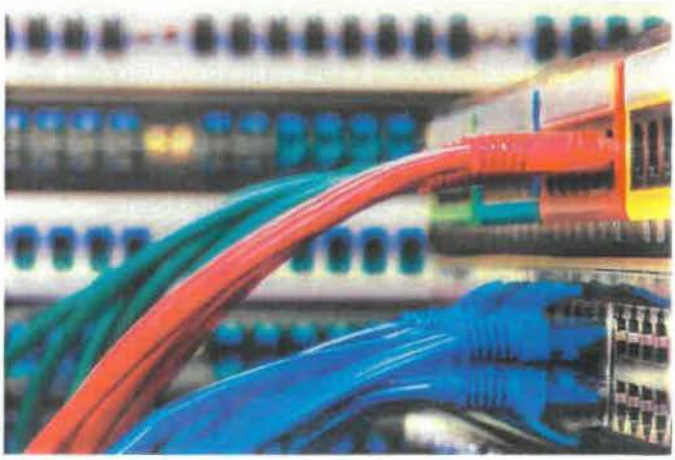
The BDI technical lead for any computer consulting assignment under this contract will be Scott St. Hiller. Scott has over 20 years' experience providing network and systems integration and implementation, and is VAC, VCCP, MSCE, MCNE, CCA and CCSP certified. Scott has also provided technical assistance with regard to network and systems design and management.

Staffing

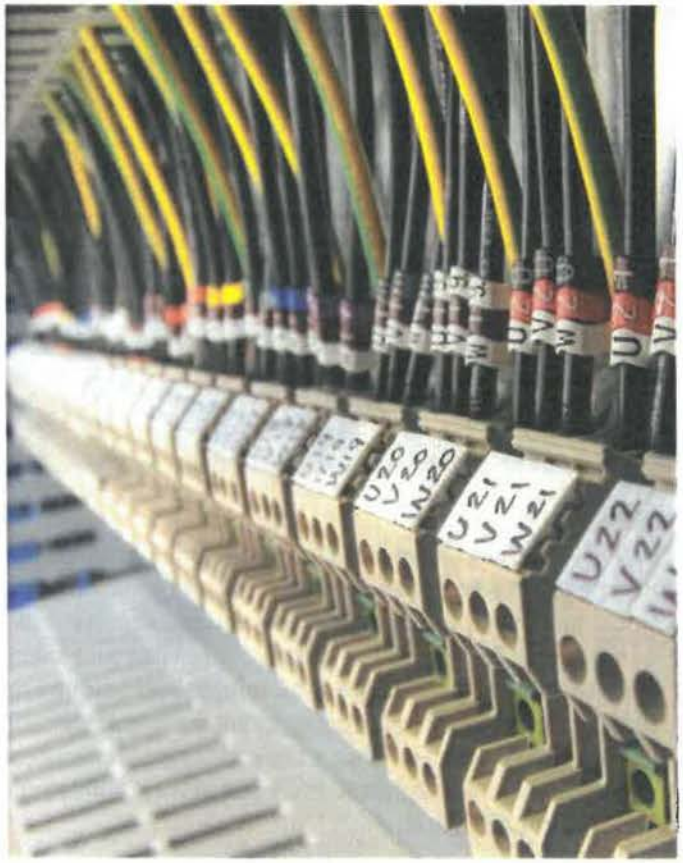
The BDI team has selected a group of highly qualified professionals for all computer consulting work under this contract. Individual professional resumes for key staff have been included in Section 3. Scott St. Hiller will provide the senior technical leadership for all computer consulting and systems technology related assignments. In addition, the BDI team will utilize in-house technical support resources including additional technicians, engineers, administrative and support personnel.

Communications

The City of Destin's primary contact will be the Project Manager, Alan Hart, P.E. For each computer consulting project assignment, Alan will be assisted by our technology specialist, Scott St. Hiller. When required, Alan, Scott and any required members of the BDI technology team will meet regularly with the City and their designated project team. All of the results of planning, design and installation efforts will be communicated to City professional staff on a regular basis.



ELECTRICAL ENGINEERING



For this contract, BDI has teamed with local engineering firm, HG Engineering (HG), located in Fort Walton Beach, FL. HG provides electrical engineering services for a wide range of clients, including the military, federal and state governments, industrial, municipal, commercial, universities and school districts.

Capabilities

HG Engineering is an electrical, energy and telecommunications design engineering company located in Fort Walton Beach, Florida. The firm has provided engineering services to private citizens, as well as Federal, State, and Local Governments since 1969. HG provides electrical engineering for buildings or sites of all types for a wide range of clients, including the military, federal and state governments, industrial, municipal, commercial, universities, school districts, private developers and architects. Facility electrical design includes interior and exterior power distribution and control. Their services include, but are not limited to:

- Detailed interior and exterior lighting modeling, simulation, analysis, specification, and control
- Advanced metering, utility monitoring and control systems
- Utility primary power distribution either overhead or underground
- Power distribution system modeling and coordination studies – medium and low voltage
- Emergency generation systems and energy security stand-by systems
- Telecommunications systems: data, voice or CCTV
- Outside plant telecommunications (wired or wireless)
- Coordinating Information Assurance to provide connectivity across government networks
- Airfield navigational aids
- Lightning protection systems

Experience

With decades of experience in the local government consulting environment, we are accustomed to working within the team environment. Some of the recent projects completed by our electrical engineering group include:
Okaloosa County Administrative Building
Ft. Walton Beach Housing Authority
City of Ft. Walton Beach Fire & Police Station
Destin Water Users Arc Flash
Okaloosa County Courthouse
Washington County Courthouse

Electrical Staffing

The BDI team has selected a group of highly qualified professionals for all electrical engineering work under this contract. Christopher Garick, P.E. will provide the senior technical leadership for all electrical engineering related assignments. Below is the key personnel associated with the production of electrical products and services. In addition, the BDI team will utilize in-house technical support resources including CAD technicians, engineer interns, administrative and support personnel.

Communications

The BDI Team understands the important role that information management plays in completing projects on schedule and within budget. The City of Destin's primary contact will be the Project Manager, Alan Hart, P.E. For each electrical engineering project assignment, Alan will be assisted by Christopher Garick, P.E. When required, Christopher and any required members of his team will meet regularly with the City and their designated project team, obtain available data, conduct field investigations, design coordination, and design analysis. All of the results of planning, design and construction administration efforts will be communicated to City professional staff on a regular basis.

ENVIRONMENTAL ENGINEERING



For all environmental project assignments under this RFQ, BDI has teamed with Geosyntec Consultants. Geosyntec is internationally known for their technical leadership, broad experience, and exceptional client service in the following areas: Hydrogeological, Water and Natural Resources Assessment, Contaminated Site Assessment and Cleanup, Environmental Planning and Management, Management and Restoration, Waste Management Planning, Engineering, and Design.

Through the NCHRP, Geosyntec has led or helped produce reports on highway runoff research needs, stormwater best management practice (BMP) selection and design, runoff volume reduction and infiltration guidance, construction stormwater management, bridge deck runoff quality control, National Pollutant Discharge Elimination System (NPDES) permitting, Total Maximum Daily Load (TMDL) compliance, managing deicing and anti-icing runoff, and watershed-based approaches to achieving Clean Water Act (CWA) goals.

Experience

A representative sample of our project experience for environmental engineering services:

FDEP Environmental Sampling
Mahogony Mill Boat Ramp
FDEP Coyote Navarre Closure Design/Bid
FDEP Coyote Site Closure Evaluations
Groundwater and Hydrogeologic Services

Hydrogeological Staffing

The BDI team has selected a group of highly qualified professionals for all hydrogeological environmental engineering work. Under this contract Crystal Townes, P.G. will provide the senior technical leadership for all hydrogeological engineering related assignments. In addition, Geosyntec/ BDI Team will utilize in-house technical support resources including professional engineers, CAD technicians, engineer interns, administrative and support personnel.

Communications

The BDI Team understands the important role that information management plays in completing projects on schedule and within budget. The City of Destin's primary contact will be the Project Manager, Alan Hart, P.E. For each hydrogeological environmental engineering project assignment, Alan will be assisted by Crystal Townes, P.G. When required, Katie and any required members of her team will meet regularly with the City and their designated project team, as required to ensure the technical integrity of BDI deliverables.

GEOTECHNICAL ENGINEERING



For all geotechnical and soils engineering project assignments under this RFQ, BDI has teamed with a recognized leader in the geotechnical profession, Southern Earth Sciences, Inc. (SES) All services performed by SES will be accomplished from the firm's local office in Destin. SES was founded in Panama City in 1983; over the past 26 years, the company has completed over 25,000 geotechnical and environmental projects. SES specializes in geotechnical and construction materials testing, environmental site assessments, contamination assessments, asbestos and lead-based paint consulting, and landfill/ wastewater disposal sites. SES has a long history of working with the BDI team throughout the Florida panhandle; engineers at BDI and SES have completed the full range of project types together – the team is intimately familiar with the local conditions, construction techniques, construction capabilities and the local construction materials market.

SES Capabilities

SES laboratories are inspected and certified yearly by the Construction Materials Engineering Council and participate in proficiency testing programs sponsored by CMEC. In December, 2006, their laboratory was inspected by the Corps of Engineers and received Corp validation with no deficiencies. Their firm is pre-qualified by FDOT for Group 9 services (all except 9.5). Engineering technicians are certified by the American Concrete Institute (ACI), the Construction Training Qualification Program (CTQP), and the Florida Department of Transportation (FDOT) for various services.

Professional and trade organization memberships include the American Council of Independent Testing Laboratories (ACIL); the American Society of Civil Engineers (ASCE); the American Concrete Institute (ACI); the National Water Well Association (NWWA); and the American Society of Testing and Materials (ASTM).

Experience

Many of the projects presented were accomplished with soils investigations and/or other services provided by SES engineers. In fact, BDI engineers from Tallahassee, Florida to Mobile, Alabama regularly work with SES on the full range of civil, environmental and transportation projects. In and around the Destin area, SES has provided geotechnical engineering services for a number of projects, including:

Harbor Blvd Development
Vintage Destin Apartments
Siebert Avenue Subdivision
SR 30 (US98) Widening
Southern Cross Plantation
Destin Bridge
Destin Yacht Club
Fisherman's Wharf
Commons Drive Extension
Henderson Beach

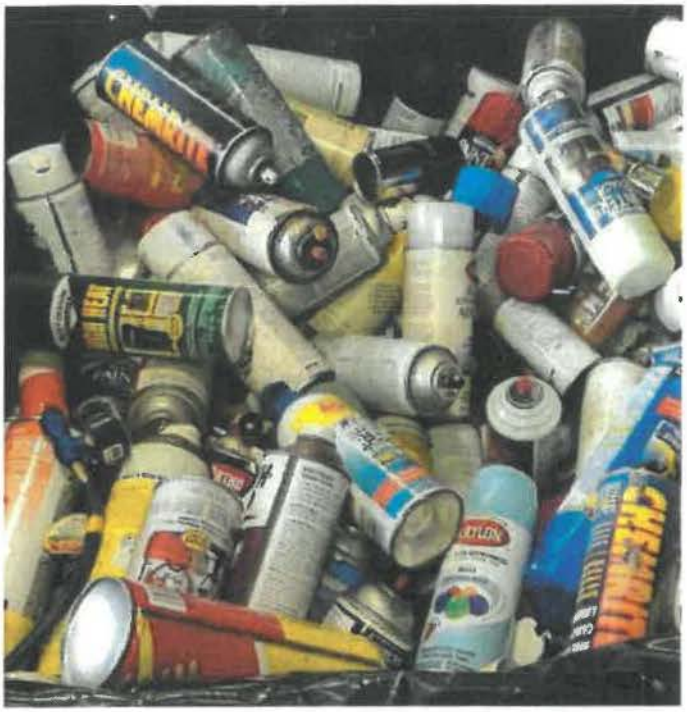
SES-BDI Staffing

As indicated above, BDI and SES have been working as a team on projects around the Florida Panhandle for over two decades. Our staff members are very familiar with one another and have developed very effective professional relationships. In teaming with SES, the BDI team brings this well-integrated working relationship to the City of Destin. Logan Fowler, P.E. will provide the senior technical leadership for all soils testing and geotechnical engineering related assignments. In addition, the SES/BDI team will utilize in-house technical support resources including CAD technicians, engineer interns, administrative and support personnel.

Communications and Project Execution

The City of Destin's primary contact will be the BDI Project Manager, Alan Hart, P.E. Because virtually every project likely to be issued under this contract will require some measure of sub-surface investigation, Alan and the other senior technical staff will be working closely with Logan Varner, P.E. on a regular basis. As the SES technical lead, Logan will be available to meet with the appropriate project team members or City staff, as required.

HAZARDOUS WASTE



BDI has teamed with Geosyntec Consultants to handle all Hazardous Waste needs for this RFQ. Geosyntec is a recognized leader in waste containment facility permitting and design. From concept to implementation, they assist clients in achieving efficient, safe, and secure containment of their regulated wastes that require land disposal.

Geosyntec professionals assist clients in increasing commercial viability, achieving and maintaining compliance, and ensuring that short- and long-term needs are met for new and existing sites and projects. They are experienced in the permitting, design, and construction of expansions and closures of:

- Municipal solid waste (MSW) landfills
- Hazardous waste landfills
- Coal combustion residual landfills
- Construction and demolition waste landfills
- Radiological and mixed waste landfills
- Tailings impoundments
- Mine waste rock piles and dumps

Geosyntec's waste containment practice specializes in addressing the most complex and challenging projects through our innovative technologies and designs. Practitioners assist clients with permitting greenfield sites and existing site expansions, maximizing disposal capacity, and solving complex site challenges. Practitioners also provide investigation, design, permitting, and construction oversight for on-site disposal facilities for cost-effective, safe on-site disposal of soils, sludges, and miscellaneous debris with a broad range of contaminants, including mercury, PCBs, and volatile and semi-volatile organic compounds.

The applied research of Geosyntec's practitioners has defined the state of the practice for more than 30 years. Through our close relationships and collaborative efforts with both government entities and academic institutions, Geosyntec is often first-to-field with emerging technologies and practices, and many of the waste containment design and methodologies they pioneered in the 1980s are now today's standards in the field. From developing guidance documents and guidelines for the U.S. Environmental Protection Agency (EPA), Environmental Research and Education Foundation (EREF), and the Interstate Technology & Regulatory Council (ITRC.)

Staffing

The BDI team has selected a group of highly qualified professionals for all Hazardous Waste engineering work under this contract. Joseph Applegate, PG, will provide the senior technical leadership for all Hazardous Waste related assignments. In addition, the BDI team will utilize in-house technical support resources including CAD technicians, engineer interns, administrative and support personnel.

Communications

The City of Destin's primary contact will be the Project Manager, Alan Hart, P.E. For each hazardous or solid waste project assignment, Alan will be assisted by Joseph. When required, Joseph and any required members of his team will meet regularly with the City and their designated project team, as required to ensure effective technical communications. All of the results of planning, design and construction administration efforts will be communicated to City professional staff on a regular basis.



HVAC/MECHANICAL

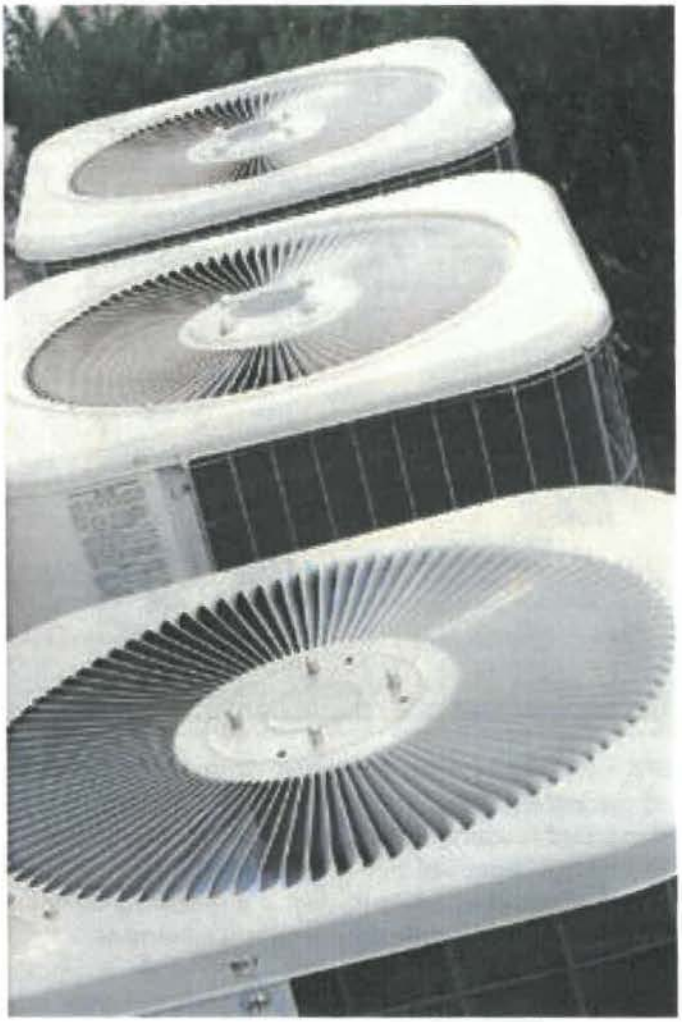
For all HVAC and mechanical project assignments under this RFQ, BDI has teamed with a reputable Pensacola engineering firm, Schmidt Consulting Group, Inc. Schmidt Consulting Group, Inc. (SCG), a small business established in Pensacola, FL in 1987, provides mechanical, electrical, plumbing, structural, communications, LEED, energy management, and commissioning services. SCG's full range of services includes planning, design, construction documents, construction administration, bid documents, contract administration, special structural inspections, and commissioning for new facilities, additions and renovations. The firm's reputation for quality, responsiveness and timeliness has been demonstrated through successful projects for many private, federal, state and local entities. Each discipline is led by a professional with over 20 years of experience. SCG staff includes Professional Engineers, Certified Commissioning Agents, LEED Accredited Professionals, Energy Managers and experienced Project Managers. The firm's long history of working in the Gulf Coast region has developed strong relationships with a variety of architectural, engineering and specialty design firms. We have a thorough understanding of the requirements and are highly qualified to evaluate existing facilities and develop recommendations for renovations and new state-of-the-art buildings.

A representative sample of SCG's project experience for Mechanical and HVAC engineering services:

- City of Gulfport Charles Walker Community Center – Gulfport, MS
- City of Pensacola City Hall – Pensacola, FL
- City of Pensacola Southwest Branch Library – Pensacola, FL
- City of Pensacola Housing Office – Pensacola, FL
- Escambia County One Stop Facility – Pensacola, FL
- Escambia County Brosnaham Sportsplex and Stadium – Pensacola, FL
- Million Air Fixed Base of Operations, Gulfport/Biloxi International Airport – Gulfport, MS
- Pensacola Regional Airport Explosion Detection System – Pensacola, FL
- Pensacola Regional Airport Innisfree Jet Center – Pensacola, FL

Staffing

In teaming with Schmidt Consulting Group, Inc., the BDI team has selected a group of highly qualified professionals for all HVAC and mechanical engineering work under this contract. Individual professional resumes for key staff have been included in Section 3. Gene Schmidt, P.E. , CxA, CPD, LEED AP BD+C will provide the senior technical leadership for all HVAC and mechanical engineering assignments. Gene is a LEED accredited professional, with over 39 years of experience as a mechanical engineer, primarily in HVAC, fire protection and plumbing design.



Communications

The City of Destin's primary contact will be the BDI Project Manager, Alan Hart, P.E. For each HVAC and mechanical engineering project assignment, Alan will be assisted by Gene Schmidt. When required, Gene and any required Schmidt Consulting Group team members will meet regularly with the City and their designated project team, as required to ensure that work flow is efficient and timely.

HYDROGEOLOGIC SERVICES

For all hydrogeologic and environmental service assignments, BDI has teamed with Geosyntec Consultans. Founded in 1983, Geosyntec is a consulting and engineering firm that works with private and public sector clients to address new ventures and complex problems involving our environment, and natural resources. Their expertise in efficient site characterization, including sites that exhibit complex groundwater flow regimes, has distinguished our firm and practitioners as leaders in the assessment and remediation of groundwater. Their practitioners are highly skilled in addressing a broad suite of contaminants, including metals, chlorinated organic chemicals, petroleum hydrocarbons, and emerging contaminants, and utilize award-winning, technology-based remediation strategies that are often first to field. Many of our hydrogeologists specialize in modeling the fate and transport of contaminants through the most difficult types of media, including fractured and karst bedrock.



They work closely with clients to fully understand their specific challenges and assist them in successfully navigating the complex regulatory environments that projects may encounter. Geosyntec's engineers and scientists guide them through every step and develop precise characterization and diagnostic tools that improve their ability to achieve site-specific remedial action objectives within a reasonable time frame utilizing cost-effective solutions.

Once a site has been characterized, team members are adept at applying ex situ and in situ remedial technologies, long-term monitoring, and other site management strategies. While they are highly experienced in conventional approaches and technologies, they are practice leaders in the application of state-of-the-art in situ remedial technologies, including:

- Bioremediation and bio augmentation
- Chemical oxidation
- Chemical reduction
- Thermal remediation

They specialize in the assessment and remediation of sites where sediments have been impacted by a wide range of contaminants including metals, crude oil and refined petroleum compounds, polynuclear aromatic hydrocarbons, pesticides, and PCBs. Their conservation, remediation, and restoration experience includes sites ranging from small, intermittent flow streams to large man-made and natural lakes, as well as complex rivers, estuaries, and harbor systems. Geosyntec's multidisciplinary approach brings together nationally recognized in-house specialists in engineering, ecology and biological sciences, risk assessment and applied toxicology, and earth sciences to address the complex issues associated with contaminated sediment management.

To fully comprehend and address complex sediment challenges, their practitioners employ adaptable treatability studies that provide essential data for sediment management projects to assist our clients and so Geosyntec design engineers better understand the physical, chemical, and biological processes that can help mitigate potential risks. These studies are critical for understanding and demonstrating attenuation processes that can occur in sediment if natural conditions are maintained, cap material is placed on top of sediment, or enhancements are added to the sediment or cap material.

Staffing

In teaming with Geosyntec Consultants, the BDI team has selected a group of highly qualified professionals for all hydrogeologic work under this contract. Individual professional resumes for key staff have been included in Section 3. Crystal Towns, PG will provide the senior technical leadership for all hydrogeologic and sciences-related assignments. In addition, the Geosyntec/BDI Team will utilize in-house technical support resources including CAD technicians, scientists, field personnel, administrative and support personnel.

Communications and Project Execution

The City of Destin's primary contact will be the BDI Project Manager, Alan Hart, P.E. For each project assignment requiring hydrogeological services, Alan will be assisted by Crystal Towns, PG. Required team members will meet regularly with the City and their designated project team, as required to ensure that work flow is efficient and timely.

SOLID WASTE



BDI has teamed with Geosyntec Consultants to handle all Solid Waste needs for this RFQ. Geosyntec engineers and scientists offer decades of experience in the design, construction, and long-term maintenance of waste containment and processing facilities, including central operations where commingled or source-separated recyclables are processed mechanically, or manually to meet market specifications for sale.

Geosyntec consults with solid waste planners and engineers as they establish technical specifications, conduct material analysis, and seek to improve manual and mechanical materials separation and recovery approaches at their recycling facilities handling thousands of tons of waste each day throughout the world.

Geosyntec engineers provide advanced designs for new and established facilities, as well as technical services for waste characterization, mass balance, and technology selection, including recommendations for fixed and rolling equipment to enhance operations. They also analyze human factors related to waste recovery and separating and consult on best management practices for raw material and product storage.

In just one example, Geosyntec aided the Solid Waste Authority of Palm Beach County, Florida in the innovative installation of a disc screen system for commercial fiber. County officials sought to increase the overall efficiency of their existing recycling facility and, if possible, to mechanize the operation while increasing the quality of the finished product, thereby improving its marketability and revenue potential.

Geosyntec met or exceeded each of these goals. Efficiency increased from approximately nine tons of product recovered each hour to an average rate of about 17 tons per hour, ramping up to as much as 20 tons per hour when needed. The amount of manual labor used in the processing operation was also substantially reduced, and the overall quality and marketability of the finished products were improved using a combination of a pre-sort station, the disc screen, and an improved ability to perform quality control inspections.

Staffing

The BDI team has selected a group of highly qualified professionals for all hazardous/solid waste engineering work under this contract. Individual professional resumes for key staff have been included in Section 3. Kwasi Badu-Tweneboah, Ph.D, P.E., will provide the senior technical leadership for all solid waste engineering related assignments. In addition, the BDI team will utilize in-house technical support resources including CAD technicians, engineer interns, administrative and support personnel.

Communications

The City of Destin's primary contact will be the Project Manager, Alan Hart, P.E. For each hazardous or solid waste project assignment, Alan will be assisted by Dr. Kwasi. When required, Dr. Kwasi and any required members of his team will meet regularly with the City and their designated project team, as required to ensure effective technical communications. All of the results of planning, design and construction administration efforts will be communicated to City professional staff on a regular basis.

STRUCTURAL ENGINEERING



For vertical construction and general horizontal project assignments requiring structural engineering services under this RFQ, Baskerville-Donovan (BDI) can provide all structural engineering as required under this contract. The BDI structural engineering staff is experienced in foundations, slabs, bridges, steel building frames, reinforced concrete building frames, piling, marine structures, pier structures, retaining walls and culverts. BDI has maintained a structural engineering group since 1997.

Experience

BDI structural group has provided designs for apartment buildings, public facilities, hospitals, schools, churches, bridges, banks, piers, retaining walls, breakwaters, boat ramps, bulkheads, vehicle ramps, parking garages, wastewater treatment plants, cinemas, U.S. Post Offices, air traffic control towers and a US Embassy.

Staffing

As indicated above, BDI engineers have been working on projects around the Florida Panhandle for decades. In recent years, our staff has been involved in plant designs for wastewater treatment facility upgrades at Destin Water Users. Our staff members have developed very effective professional relationships. The BDI team brings this well-integrated working relationship to the City of Destin. As indicated in the team organization chart, Thomas Williams, P.E. will provide the senior technical leadership for all general and vertical structural engineering assignments.

In addition, BDI will utilize in-house technical support resources including CAD technicians, engineer interns, administrative and support personnel.

Communications

The City of Destin's primary contact will be the BDI Project Manager, Alan Hart, P.E. For each project assignment requiring general structural engineering services, Alan will be coordinating directly with Thomas Williams, P.E. Thomas has been working with Alan on recent projects and brings a formidable record of professional accomplishments to the City of Destin. As the BDI technical lead, Thomas will be available to meet with the appropriate project team members or City staff, as required.



SURVEYING



BDI is fully equipped and staffed to support the City of Destin with full land surveying and mapping services. BDI has a long history of surveying throughout the State. In fact, for many communities around Florida, our files include some of the oldest surveys available. Over time, our company culture has become increasingly defined by loyalty. Many members of our survey staff have celebrated 10, 15, 20, and 25 year anniversaries with the firm. This type of mutual commitment between the company and the employee defines the BDI FAMILY. For our clients, this decades-old family atmosphere results in minimizing the "learning curve", regardless of how unique or challenging a job may be.

BDI is large enough to handle almost any project, but small enough to guarantee that company principals will be directly involved in the surveying and mapping process. Despite the current economy, BDI continues to operate a high-quality surveying and mapping service line with 3 survey crews located in Florida. BDI has four registered Florida land surveyors available to serve the City.

For large projects, or projects with time-sensitive delivery requirements, BDI is accustomed to shifting survey equipment and personnel from one area of the state to the required region for extended periods of time. In these cases, BDI was able to utilize our extensive local resources and office locations to provide the additional crews at a minimal cost to the company or client. This operational experience guarantees that BDI has the capability and resources to effectively and efficiently serve the City.

Below please fine a comprehensive list of equipment for BDI survey crews in Florida:

4 WD GMC PICKUPs
TOPCON ROBOTIC TOTAL STATIONS
TOPCON REFLECTORLESS TOTAL STATIONS
HP48GX DATA COLLECTOR W/TDS SOFTWARE
ZEISS NI-2, AUTO LEVELS
SCHOENSTEDT MAGNETIC LOCATORS
CELL PHONES
MOTOROLA HAND HELD RADIOS
2007 KAWASAKI "MULE" ATV WITH TRAILER
1997 KAWASAKI "MULE" ATV WITH TRAILER
1999 KAWASAKI "MULE" ATV WITH TRAILER
GPS RADIO TRANSMITTERS
PIPE HORN UNDERGROUND UTILITY LOCATOR
UTILI-VAC VACUUM EXCAVATION EQUIPMENT WITH AIR LANCE AND 4"
TWO HYDROGRAPHIC SURVEY VESSELS
DIGITAL CAMERAS
10' AND 16' TRIPODS
SAFETY EQUIPMENT (OSHA)
2016 AUTOCAD CIVIL 3D, SOFT DESK and AUTOCADD/LDD

SURVEYING



Coastal Expertise
For any specialized project assignments requiring coastal surveying services, BDI surveyors will support our team partners at Olsen Associates, Inc. With most of our offices located within coastal communities, much of this experience has been with projects involving the Gulf of Mexico and adjacent bays, bayous, rivers, and creeks. Our team has developed a unique understanding of project objectives and considerations in the local coastal environment.

Experience
For almost every project we engineer, BDI surveyors provide in-house land surveying services. BDI engineers and surveyors have been working together for over eight decades on projects all around the Gulf Coast. Our professionals operate as one, seamless team – these long term in-house relationships guarantee the integrity of the background design data utilized to engineer projects for our local government clients. Some of the projects that have involved BDI land surveying services include:
Gulf Breeze WWTP
City of Milton Canal Street Streetscape
Santa Rosa County Holley By The Sea Drainage
Pensacola Beach Pedestrian Bike Path
City of Milton Waterfront Redevelopment / Riverwalk
Destin Water Users GIS Database
Destin Water Users Headworks Facility
Quietwater/Pensacola Beach Re-nourishment

Land Surveying Staffing
The BDI team has selected a group of highly qualified professionals for all land surveying work under this contract. Scott Mills, PSM, will provide the senior technical leadership for all assignments that involve surveying.

A successful business relationship begins with a good understanding of the client's needs. BDI surveyors are prepared to fully engage the professional staff at the City of Destin as required to ensure that your expectations are exceeded. We have the ability to RESPOND QUICKLY, provide RESULTS THAT LAST, and meet or beat the project BUDGET. Furthermore, we remain committed to a quick turnaround of final deliverables despite the provision of limited background data and other informational resources up front. BDI will meet the requirements of the City of Destin in two ways: (1) RESPONSIVENESS and (2) ABILITY TO PROVIDE A QUALTIY PRODUCT IN A TIMELY MANNER.

Communications
For all assignments involving surveying services, the City of Destin's primary contact will be the Project Manager, Alan Hart, P.E. Alan will be assisted by Scott Mills, PSM. When required, Scott and any required members of his team will meet with the City and their designated project team, obtain available data, and spend a significant amount of time in field investigations, team coordination, and data analysis. All of the results of planning project surveying efforts will be communicated to City professional staff on a regular basis.

TRANSPORTATION/TRAFFIC ENGINEERING



Over the decades, BDI and our team partners have assembled a formidable resume of professional experience in the area of Transportation and Traffic Engineering. We are proud of our accomplishments and are pleased to present the City of Destin with our technical experience and capabilities in this important area of our consulting services.

Transportation Capabilities

Our transportation expertise includes a broad range of service areas, including: transportation engineering, roadway design, airfield design, multi-modal design, bridge design, transportation planning, traffic engineering, highway lighting, route surveying, stormwater design, environmental permitting, real property, construction administration and public involvement. Over the years, BDI has completed hundreds of large-scale transportation projects for local municipalities, counties, and both the Florida and Alabama Departments of Transportation. Our team has the in-house staff depth required to accomplish all of the major elements of any transportation project, large or small.

Road & Bridge Design

Our staff of professionals are experienced in the review, analysis and design of all roadway engineering elements. These capabilities/skills include criteria compliance, drainage, maintenance of pedestrian and vehicular traffic during construction, access management, cost estimates, specifications, constructability and schedules.

We understand and are very proficient in all technical aspects of roadway design, including horizontal and vertical geometry, drainage, pavement marking and signing, signalization, lighting and landscaping. Most importantly, we are keenly aware of the rising cost of construction and allocate sufficient time and effort to the development of comprehensive construction cost estimates throughout project design phases. This enables our engineers to recommend cost reduction design alternatives whenever cost estimates exceed the allocated budget.

Our staff is extremely familiar with the Department of Transportation's Design Criteria. However, we recognize that less restrictive "Florida Green Book" criteria controls municipal and local government roadway design; (with the exception of projects participating in state or federal funding). The resulting roadway designs will always be in conformance to ADA standards and other agency permit requirements; our goal will be to satisfy the functional and technical requirements of the City of Destin.

Utilities

BDI understands the important role that existing utilities play in the planning, design and construction of roadway projects. Because BDI helped to design many of the utility systems around Destin, we are uniquely qualified to deal with the existing utilities surrounding almost any project in the area.

Immediately following a project assignment, BDI will review and analyze all available City, County and private utility information, as-builts and any other available data. In every case, BDI will meet with the responsible City professionals to identify any required or proposed utility adjustments associated with individual project assignments. BDI engineers will conduct field investigations of existing water, sewer, gas, electrical and telecommunications lines to determine location and condition of existing facilities. As a part of this effort, BDI will meet with all affected utility companies to gather information on existing and proposed utilities. During design development, utility companies will be provided with preliminary plans for mark-ups related to existing and proposed facilities. BDI will further analyze and provide suggested alternatives to minimize construction costs and utility disruptions during the construction phase.

TRANSPORTATION/TRAFFIC ENGINEERING



Maintenance of Traffic

Maintenance of Traffic (MOT) is an important component of any roadway project. In particular, many of the roadways around Destin are characterized by high-volume traffic; BDI engineers are aware of the challenges associated with developing roadway projects in congested areas – we are prepared to ensure that high-quality MOT plans are provided for each assignment under this RFQ. We are also aware that the City of Destin is committed to ensuring that pedestrian and cycle traffic is encouraged. Our MOT plans will be very considerate of the maintenance and safety of all multi-modal traffic.

In Destin, peak traffic flows can be extreme. For any identified "technically challenging" projects, the feasibility and cost associated with Maintenance of Traffic for each alternative will be determined. In these isolated cases, special emphasis will be placed on access issues relative to special events, access to adjacent property owners, and safety for pedestrians and vehicles. Specific features of each alternative (such as utility or drainage crossings, cross-street traffic, bicycle traffic, roadway profile adjustments, and roadway widening options, etc.) will be carefully evaluated relative to traffic flow to assure a cost effective and safe Maintenance of Traffic concept.

Experience

Some of the projects that have included civil engineering services include:

Pinestead-Longleaf Roadway Design
Canal Street Improvements
Berryhill Road Intersection Design
Beach Access Road
Pensacola Beach Pedestrian / Bike Path

Transportation Staffing

The BDI team has selected a group of highly qualified professionals for all transportation engineering work under this contract. Keith Guthrie, P.E. will provide the senior technical leadership for all transportation and traffic engineering-related assignments. The attached table gives the key personnel associated with the production of transportation products and services. In addition, the BDI team will utilize in-house technical support resources including CAD technicians, transportation engineer interns, administrative and support personnel.

Communications

The City of Destin's primary contact will be the BDI Project Manager, Alan Hart, P.E. For each transportation and/or traffic engineering project assignment, Alan will be assisted by Keith Guthrie, P.E. When required, Alan and any required members of his team will meet regularly with the City and their designated project team, as required to ensure that workflow is efficient and timely. Where a project assignment requires specific public information requirements, Alan will be assisted by our Client Services Manager, Jeff Petermann, P.E. Jeff's career experience will help ensure that all public communications are effective. For projects that include a measure of multi-modal, pedestrian or cycle traffic, Alan and Keith, and the BDI team will be assisted by David Hemphill, ASLA. Over his 30-plus year career, David has produced a wide range of pedestrian, urban revitalization, trail park and other multi-modal projects in the panhandle.

MAPPING/GIS SERVICES

BDI is fully equipped and staffed to support our local government clients with the design, upgrade and/or implementation of GIS technologies. This state-of-the-art tool streamlines work flow, improves the integrity of data and substantially increases the efficiency of data collection and access. GIS is a problem-solving information resource that can be used to answer questions about the location of underground utilities, watershed characteristics, land use attributes, pollution impacts, public health concerns, and locations for a number of important infrastructural facilities such as water wells, manholes, traffic devices, etc. Through cutting-edge geo-visualization technologies, GIS affords the user with the opportunity to develop interactive that reveal the story behind the data.

GIS Applications

GIS combines the precision of CAD drawings with data management capabilities that provide a solid foundation for comprehensive planning. In today's regulatory environment, administrative requirements often demand data storage and querying capabilities for efficient management and reporting of assets. BDI GIS specialists work with our local government clients to help implement new GIS systems and upgrade existing databases.

Two dimensional infrastructure maps can become a dynamic representation of pending work orders, flow through a water system and/or zoning changes over time. Relationships between multiple datasets are revealed with GIS as it puts location-based information at our fingertips. GIS maximizes workflow and data sharing at the desktop and in the field. BDI helps our local government clients with design and development of existing or new GIS services in the following areas:

Asset Management
Demographic and Land-use Analysis
Geographic and Topographic Mapping
GPS/GIS Solutions
Address Matching

GIS/Mapping Advantages

With recent technological advances, geospatial solutions have become an inseparable part of business operation and management. BDI GIS specialists understand how a modern GIS can provide unprecedented access and insight into large, unmanageable databases. Visualization of feature data, the dynamic nature of GIS, along with its modeling and analysis potential, makes it an invaluable resource for mapping, storing and dissemination of spatial information. GIS gives our clients an opportunity to not only produce a map, but reveal the real story behind the data through cutting-edge geo-visualization techniques.



At BDI, we understand that the benefits of GIS are as boundless as its applications. This state-of-the-art tool equips us with cost-saving techniques that streamline workflow, improve our data integrity and increase data collection efficiencies. Our team of GIS specialists are ready to assist the City of Destin with any consulting services required to develop and/or upgrade the City's GIS resources.

Experience

For many of our local government clients, BDI submittals include deliverables formatted to efficiently integrate into existing GIS databases. As such, many of the projects featured herein were prepared to interface with GIS applications. In addition, BDI has provided GIS-specific services for a number of municipal, county and utility clients in Florida. In general, this experience involves database design, pilot projects, field data collection, database prioritization, staff training, etc.

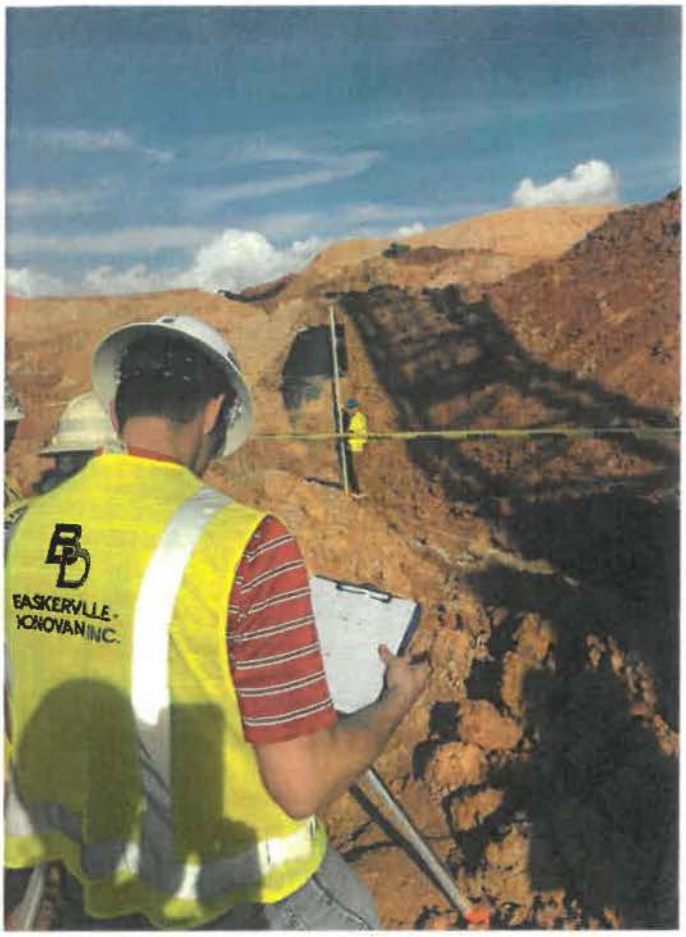
Staffing

The BDI team has selected a group of highly qualified professionals for all GIS work under this contract. For all GIS assignments, Alan Hart, P.E., who also serves as the BDI Project Manager, will serve as the direct technical lead. Hilary Bauer, E.I. will provide in-house GIS production leadership. In addition, the BDI team will utilize in-house technical support resources including GIS technicians, field personnel, administrative and support personnel.

Communications

The City of Destin's primary contact will be the Project Manager, Alan Hart, P.E. For each assignment, Alan will be assisted by Hilary Bauer, E.I. For assignments requiring substantive field data collection efforts, Alan will be assisted by Scott Mills, PSM/PLS. When required, Alan, Hilary, Scott and any required members of the BDI GIS team will meet regularly with the City and their designated project staff. All of the results of planning, GIS design, and database development efforts will be communicated to City professional staff on a regular basis.

CONSTRUCTION MANAGEMENT SERVICES



The BDI team has been providing construction management and observation services in the Florida Panhandle since 1926. Our construction inspectors, technicians and project management staff are some of the most qualified and experienced professionals in the region. We believe that our long history of work in the region uniquely qualifies our staff. We understand the local construction materials markets, construction costs and local contractors better than any other firm in the market. In fact, many of the oldest construction documentation available in the panhandle is on file at BDI. We were around when the market was very small –before the big regional and national construction firms were interested in the Florida panhandle. As the local market has grown, our professionals have grown and adapted to the changing construction environment. Our construction management personnel are ready to provide the very best services to the City of Destin.

Capabilities

For any assignment under this contract, BDI is qualified and prepared to execute any required construction phase services. Our staff has a wide range of construction administration experience that could be engaged at any time to provide support to City staff:

- Bidding phase services
- Directional drill / boring experience
- Best Management Practices (BMP) in erosion control, dust abatement, dewatering system discharge, etc.
- Certifications of any related or required utility system modifications
- Engineering support for any required field adjustments or during construction
- Contractor claims resolution services
- Maintenance of Traffic (MOT) experience in FDOT, County and Municipal Rights-of-Way
- Preparation of daily construction reports and logs
- Review, approval and processing of contractor pay requests / applications
- Inventory logs and monitoring of contractor's stored materials
- Resolving utility conflicts during construction
- Prepare system inspection test reports and project punch lists
- Field Change Order preparation and execution
- Contractor Requests for Information (RFI's)
- Regular project meetings, meeting agendas and minutes
- Public, business and homeowner communications
- Review and approval of contractor submittals, shop drawings, RFI's, schedules, as-builts, etc.
- Preparation of any required project record drawings
- Preparation and maintenance of pre-construction and progress photo and videos logs
- Inter-agency, utility and property owner coordination

Our commitment will be to ensure that the best BDI experts are available and on site during any and all special construction operations and/or support service requirements. Locally and state-wide, BDI has multiple layers of technical redundancy available to evaluate, adjust, or provide design modifications during construction.

Construction Cost Management

For all assignments under this RFQ, BDI is committed to assisting the City of Destin with the proper utilization of public capital resources. In the past, we have enjoyed working with the City to develop creative solutions to project issues. BDI will ensure that our designs are well conceived; they will include cost-savings strategies for maximizing the City's infrastructure development resources. We believe that our intimate historical knowledge of the local construction markets places us in a unique position to assist the City in developing highly accurate estimates of probable construction cost. To help establish accurate cost estimates, BDI engineers will consult early in the project development process with our construction management personnel.

CONSTRUCTION MANAGEMENT SERVICES



BDI is accustomed to making cost-saving recommendations to our clients in a wide variety of areas. We review every aspect of the project to look for opportunities to save: materials substitutions, pipeline alignment adjustments, construction staging, fast-track opportunities, phasing options, construction staging, haul routes, bidding strategies, etc. For the City of Destin, BDI is committed to bringing the full measure of our experience in the area of cost-effective consulting.

Contractor Claims

On occasion, a construction contractor will underbid a project. Over the years, BDI has become very familiar with the local construction bidding environment; our engineers and construction management staff work with our clients to ensure that all contractors are fully vetted during the bid phase of the project. Prior to recommendation of award, BDI professionals will execute a due diligence process as required to protect the City from unqualified bids. In every case, regardless of contractual conditions – BDI strictly protects the integrity of the contract documents and supports the public (and client) interest in the project. We believe that it is our duty to respect and support the City's mission and objectives in being good stewards of public infrastructure funding. More than any other consultant in the NWFL market, BDI has proven our resolve in the area of frivolous contractor claims; each of our professional staff has developed a superior understanding of the process for working through contractor issues efficiently and effectively.

Construction Management Experience

BDI is accustomed to providing in-house construction management services for the vast majority of the projects we design.

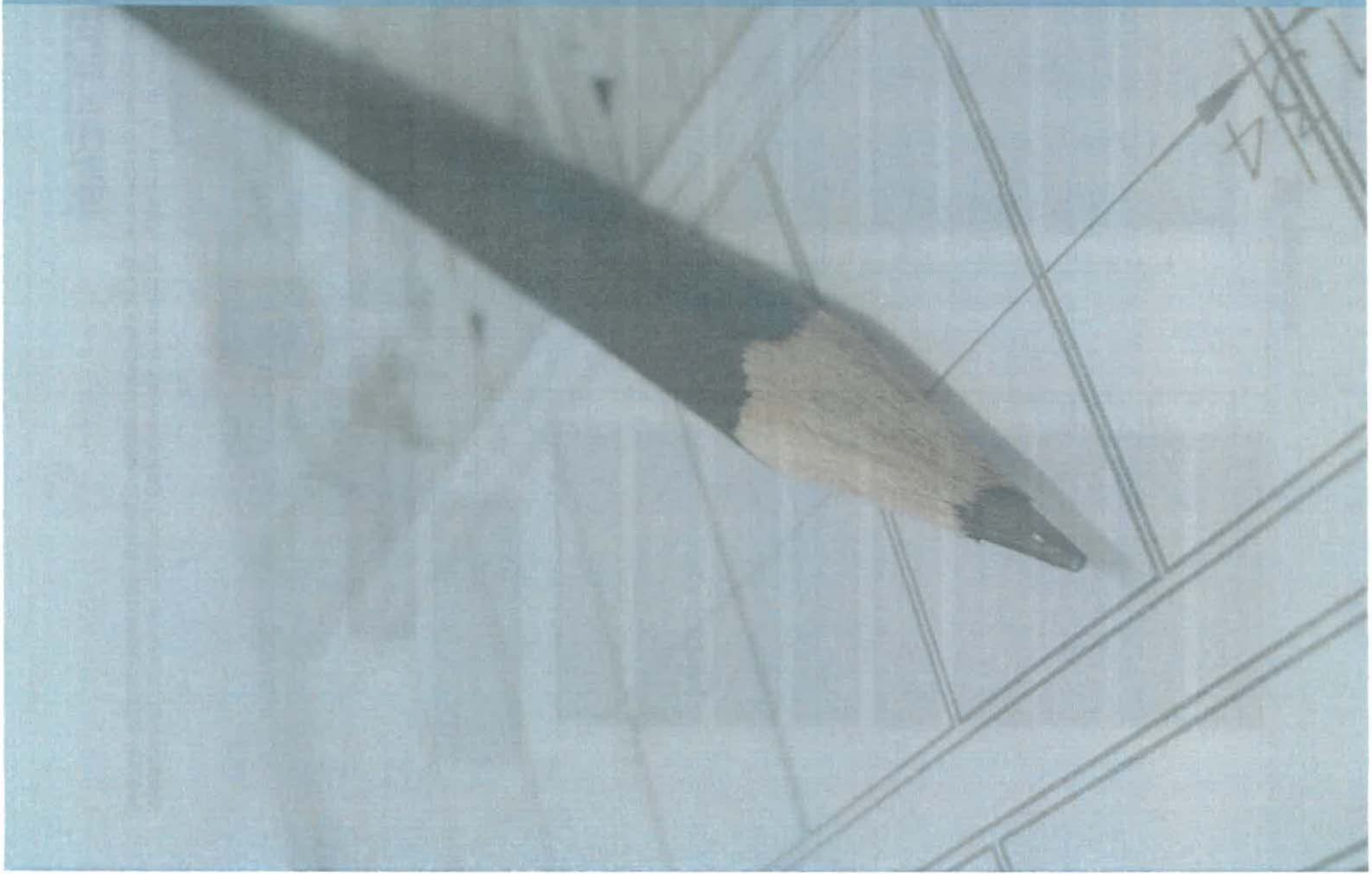
Construction Management Staffing

The BDI team has selected a group of highly qualified professionals for all construction phase services under this contract. Steve Farrell, Jr. CCI, CCPM will provide the BDI construction management for all construction phase assignments. Steve will be closely supported by a number of BDI construction personnel, including the project manager and technical lead for the project. In addition, the BDI team will utilize in-house technical support resources including additional construction inspectors, technicians, engineer interns and administrative personnel.

Communications

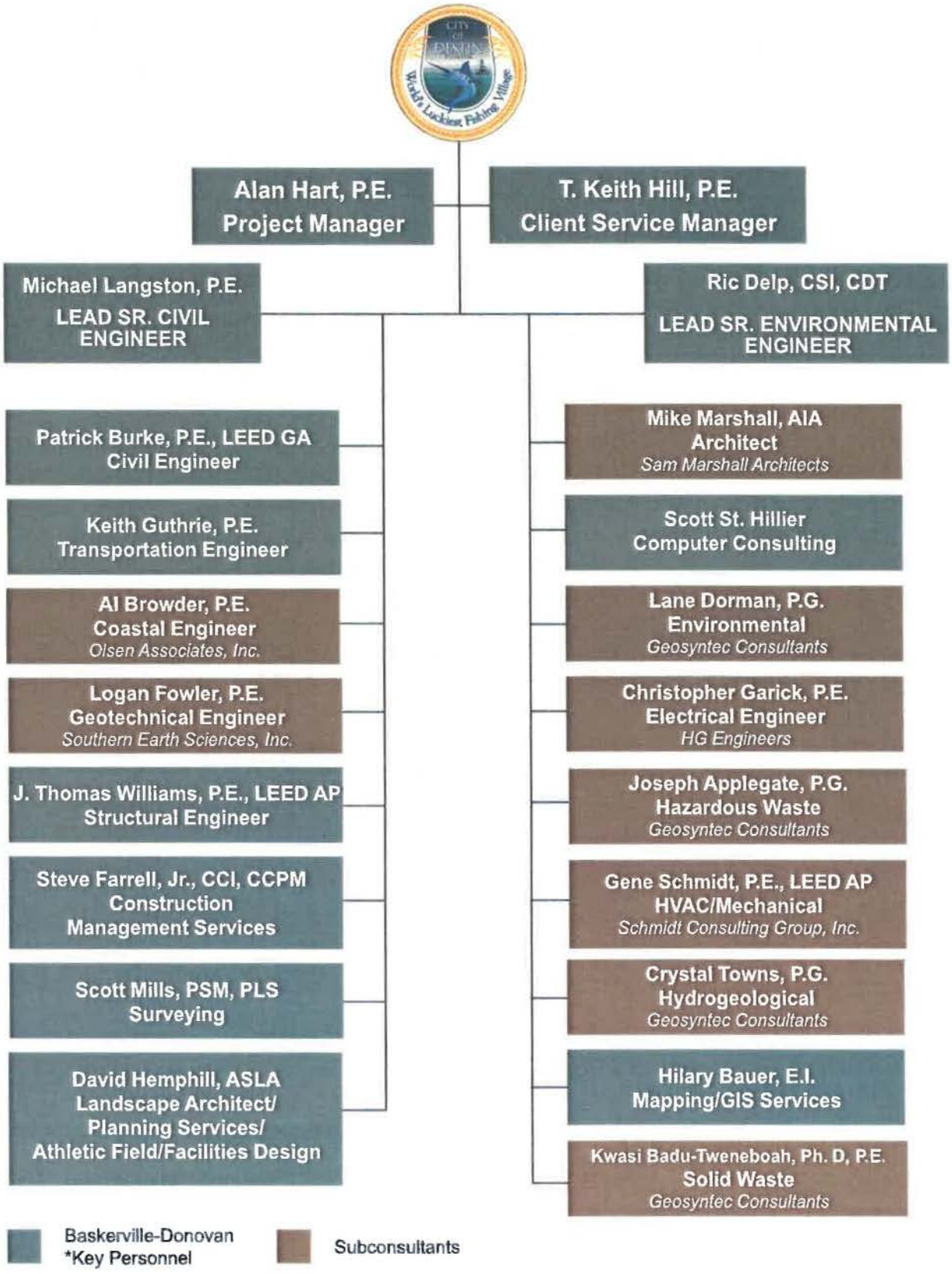
The City of Destin's primary contact will be the Project Manager, Alan Hart, P.E. Alan will remain directly engaged in all aspects of the project – from project inception, through the bidding and construction phase, to final acceptance by the City. As required, Steve and any required members of his team will meet regularly with the City and their designated project team throughout the duration of field construction operations; from contract award to final acceptance.

3. Project Team



PROJECT TEAM

Per the RFQ we have included the resumes for the four key project members. The staff chart below identifies the lead person for each category as listed in the RFQ. Additionally, we have included, if permitted, resumes for the additional team members for each category.





ALAN HART, P.E.

PROJECT MANAGER

Education: B.C.E., Civil Engineering, Georgia Institute of Technology
Registration: Professional Engineer: FL #58055
Certifications: URS Certified Project Manager
Years with BDI: 1; Other Firms: 23

Introduction

Mr. Hart serves as the Office Manager for BDI's Tallahassee office. His responsibilities include leadership in all aspects of environmental projects from funding, preliminary, design, and through the construction phases. Mr. Hart has 23 years of experience in water and sewer design, roadway, stormwater and maintenance of traffic. For the last 15 years of his career, Mr. Hart has retained the role of Senior Project Manager in-charge of all aspects of civil design, and managed over 5.5 million dollars in revenue over the past seven years. The majority of the work Mr. Hart has completed has been with the City of Tallahassee and Leon County. Mr. Hart is very familiar with the design standards, codes and permitting processes that are required for the Woodville Sewer System Project.

Experience

Slate Road 231 Pond Siting Report – *Tallahassee, FL*: Drainage Design Engineer. Mr. Hart completed the majority of the work effort on a Pond Siting Report for the State Road 231 project. The report included locating ponds, preliminary pond sizing and layout and a feasibility matrix to determine the optimal layout of the proposed ponds.

Richardson Road Drainage Improvements – *Tallahassee, FL*: Project Manager/Engineer of Record. The purpose of this project was to alleviate flooding of Richardson Road by constructing high capacity inlets in specific areas along the roadway and then to convey the stormwater through a closed system to the existing outfall.

Ridge Road Capacity Project – *Tallahassee, FL*: Project Manager/Engineer of Record. Mr. Hart was responsible for all designs of Stormwater Management Facilities, closed conveyance systems and ditch conveyance systems for the project. This was a 4 lane capacity project in District 7.

Copeland Street Stormwater Analysis – *Tallahassee, FL*: Project Manager/Engineer of Record. The City of Tallahassee Infrastructure Department was developing plans to upgrade the sanitary sewer system on Copeland Street and engaged the City of Tallahassee Stormwater Department to develop a preliminary re-design of the closed conveyance system and roadway inlets to alleviate any potential conflicts. Mr. Hart analyzed the existing pipe conveyance system and the drainage inlets to determine what upgrades to the system could be performed and where conflicts could be resolved. This project was completed and is awaiting the design/ constructability phase.

Ulmerton Road Widening Project – *Tallahassee, FL*: Drainage Design Engineer. Mr. Hart was responsible for all designs of Stormwater Management Facilities, closed conveyance systems and ditch conveyance systems for the project. This was a 4 lane to 6 lane widening project in District 7.


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HART, BYRON ALAN

LICENSE NUMBER: PE58055

EXPIRATION DATE: FEBRUARY 28, 2021

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T. KEITH HILL, P.E.

CLIENT SERVICE MANAGER

Education: MS, Civil/Environmental Engineering, Auburn University;
BS, Zoology, Auburn University
Registrations: Professional Engineer: FL #61703
Years with BDI: 20; Other Firms: 0

Introduction

Mr. Hill's experience in the field of environmental engineering includes proficiency with unit process calculations and design of wastewater treatment facilities. He is skilled at conducting hydraulic modeling and transient surge analysis of municipal water distribution systems. His experience with municipal water systems includes performing utility audits, master planning, and the design of water treatment and distribution systems. As BDI's Chief Operating Officer, Mr. Hill provides the senior project oversight of the design team's efforts ensuring satisfaction of client communications and of Baskerville-Donovan's standards of excellence.

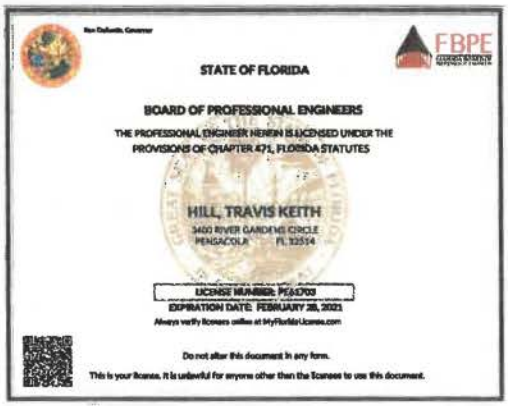
Experience

Prieto Road Improvements – *Pensacola, FL*: QA/QC Officer for the reconstruction of a section of roadway that suffered catastrophic failure due to the severe flooding during the April 2014 historic rain event. Project involved the reconstruction of the roadway, hydraulic analysis, and replacement of the existing cross-drain pipes with a concrete box culvert. Vertical alignment profile slightly modified in order to install additional curb inlets to prevent gutter spread into the vehicular travel land during severe rain events. Design included a four-by-eight foot concrete box culvert to expand the flow capacity of a drainage ditch underneath the roadway. Box culvert design included design details, specifications, alignment of associated wing walls and headwalls, and erosion control measures.

Pensacola Beach Master Plan – Toll Plaza Approach Improvements – *Escambia County, FL*: QA/QC Officer for Escambia County to widen the approach from the Bob Sikes Bridge to the Pensacola Beach Toll Plaza, to improve traffic flow and relieve confusion for motorists. The project also improved access for a side road parallel to Pensacola Beach Boulevard, included a bike lane from the bridge through the toll plaza, and a crosswalk across Pensacola Beach Boulevard. Responsibilities included roadway alignment design, resurfacing design, stormwater design, and utility coordination.

Roadway Improvements for US Highway ALT 90 (SR-10) – Navy Federal Credit Union – *Escambia County, FL*: QA/QC Officer for widening of US Highway ALT 90 in front of the new phases of Navy Federal Credit Union in Escambia County. Concrete lined channels and roadside ditches were upgraded to drainage structures and concrete pipe to improve drainage issues. Groundwater and unsuitable soils were encountered during construction and an underdrain system was designed to drain the soils. Responsibilities included widening and resurfacing design, underdrain design, FDOT Permitting for utilities, widening, and driveway connection, coordination with FDOT inspectors, and drainage design.

Pensacola Beach Master Plan, Access Roadway Improvements – *Escambia County, FL*: QA/QC Officer for Escambia County included the design of a new roadway which will connect an existing access road to a popular parking lot and allow for improved traffic flow in the "Core Area" of Pensacola Beach. The project includes pedestrian crosswalks, additional parking on Pensacola Beach, and improved drainage in existing parking lots. Responsibilities included the site design, drainage analysis, drainage design, pond size analysis and pipe sizing. Duties also included pavement design, traffic control devices, pedestrian crossing design and striping.


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HILL, TRAVIS KEITH

3400 RIVER GARDENS CIRCLE
PENSACOLA FL 32514

LICENSE NUMBER: PE61703

EXPIRATION DATE: FEBRUARY 28, 2021

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MICHAEL LANGSTON, P.E.

LEAD SR. CIVIL ENGINEER

Education: BCE, Civil Engineering, Georgia Institute of Technology, 1989
Registration: Professional Engineer: FL #49463
Years with BDI: 24; Other Firms: 6

Introduction

Mr. Langston's experience as a Civil Engineer includes services specializing in commercial and residential land development. His responsibilities have included planning, designing, permitting, and drafting for land development projects. His management experience has provided effective coordination between engineering design and construction. He has also been involved in infrastructure planning for public entities and design of roadways, stormwater management systems, water distribution systems, and wastewater collection systems. While in the U.S. Army, he served as a Cartographic Draftsman in the production of topographic and military maps.

Experience

Navy Federal Credit Union Office Complex – *Escambia County, FL*: BDI was involved in NFCU Brian L. McDonnell Center at Heritage Oaks from concept to completion. This was a multiphase development for relocation of NFCU offices in Virginia to Pensacola, Florida. BDI worked with Escambia County staff to select the property, rezone the property, and develop construction plans for a 65 acre technology park. The site/civil design included surveying, land division and platting, roadway design, on-site stormwater management, extensive turn lanes on US Highway 90, potable water and sanitary sewer systems, parking areas, intersection signalization, and site lighting. The Center is only the second LEED Gold–certified building in the state of Florida.

Pensacola Beach Toll Plaza Restoration – *Pensacola Beach, FL*: Realignment of traffic lanes through plaza, site grading, handicap access, stormwater management, sanitary sewer pump station and force main, specifications and permitting.

Bob Sikes Toll Plaza Renovations – *Pensacola Beach, FL*: Engineer responsible for the design of the modification from three existing operational traffic lanes to four – widening each lane from 8' to 14' across. Pedestrian cross walks and handicap accessibility were included in this design, as well as safety barriers and crash protection to the buildings.

Pensacola Beach Access Road – *Escambia County, Pensacola Beach, FL*: Project Manager for North South Beach Access Road from Quiet Water Beach to Bob Sikes Fishing Pier. Project Included roadway design, utility coordination and relocation, stormwater design, pedestrian and bicycle facilities, and the northern gateway crosswalk that included solar powered RFB's and embedded lighting in the crosswalk.

Via De Luna Roadway Improvement – *Pensacola Beach, FL*: Design Engineer for this project, which included upgrades to the signalized intersection on Pensacola Beach, utility and stormwater improvements, and capacity upgrades (four lane) to Via DeLuna. Project was unique as it required accommodating large volumes of beach visitors in a narrow time frame. Design reversed the circulation pattern, eliminating several conflicting left hand movements, installed medians and dramatically decreased the number of traffic accidents in the core area of the beach.


RICK SCOTT, GOVERNOR

JONATHAN ZACHEM, SECRETARY

dbpr

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
BOARD OF PROFESSIONAL ENGINEERS

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LANGSTON, MICHAEL D.

LICENSE NUMBER: PE49463
EXPIRATION DATE: FEBRUARY 28, 2021

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RIC DELP, CSI, CDT

LEAD SR. ENVIRONMENTAL ENGINEER

Education: BS Environmental Engineering, Kennedy – Western University
Registration: "A" Water Treatment Plant Operator: FL; Certified Construction Document Technologist (2007)
Years' with BDI: 19; Other Firms: 22

Introduction

Mr. Delp has more than forty years of experience in the management and operation of utility systems. He was manager of the Midway Water System in Santa Rosa County, and managed the Utility for before joining Baskerville-Donovan, Inc. as a Design Engineer in the Environmental Services Division. He was responsible for all aspects of utility system design, operation and management, developing operating procedures, maintenance requirements and staffing requirements for the Midway Water System with an annual operating budget in excess of $1,000,000. Mr. Delp has been with Baskerville-Donovan, Inc. for 19 years, 17 of those years as a Project Manager.

Experience

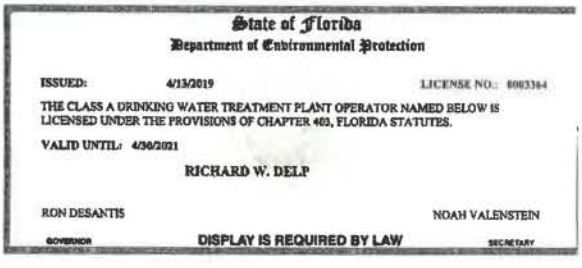
Gill-Bass Park and Canal Street – *Milton, FL*: Project Manager responsible for the design of the Gill-Bass Park and Canal Street Lighting project. The project provides for lighting along Canal Street and a portion of Caroline Street, landscaping, a park gazebo, walkways, a fountain, and decorative lighting.

U.S. 90/Glover Lane Utility Relocation – *Milton, FL*: Project Manager responsible for the major utility construction work performed on U.S. 90 and Glover Lane. This work included the addition of gravity sewer along U.S. 90 from west of McDonalds to the intersection of U.S. 90 and Glover Lane and north on Glover Lane to Lambert Drive where sewer service was previously provided by individual lift stations with a force main. The purpose of the project was to make gravity sewer service more readily available to our customers in this area.

Bobby Cato Lift Station CDBG – *Apalachicola, FL*: Project Manager for the design of the major rehabilitation of a lift station, a low pressure collection system extension, and residential connections to a new low pressure collection system, new water main valves, and water meter replacements.

DWU 2002 Master Water and Wastewater Plan – *Destin, FL*: Project Manager on this project to analyze all existing infrastructure, identify needs, and develop a long range plan for the utility system.

ECUA Central Water Reclamation Facility (CWRF) – *Pensacola, FL*: Project Manager responsible for the design for the construction of a new 22.5 MGD AADFAWT water reclamation facility located 14 miles inland from the existing facility. The project includes 5-stage biological basins for nutrient removal, secondary clarifiers, on-site sodium hypochlorite generation, rotating disc filters, screw presses for dewatering of biosolids and paddle dryers for biosolids drying. Effluent disposal includes discharge to Gulf Power's Plant Christ where the reclaimed water will be used for process cooling water in place of water from the Escambia River. Secondary effluent disposal will include slow-rate land application and distribution to industrial users.



State of Florida
Department of Environmental Protection

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THE CLASS A DRINKING WATER TREATMENT PLANT OPERATOR NAMED BELOW IS LICENSED UNDER THE PROVISIONS OF CHAPTER 403, FLORIDA STATUTES.

VALID UNTIL: 4/30/2021

RICHARD W. DELP

RON DESANTIS, GOVERNOR — NOAH VALENSTEIN, SECRETARY

DISPLAY IS REQUIRED BY LAW

ADDITIONAL TEAM RESUMES

In addition to the resumes of the four key team members requested in the RFQ, we have also included, if permitted, resumes of other team members who will assist with this project.





PATRICK BURKE, P.E., LEED® GA

CIVIL ENGINEER

Education: MS, Civil Engineering, Mississippi State University; BS, in Civil Engineering, Mississippi State University
Registrations: Professional Engineer: FL #82313L; Maintenance of Traffic Advanced Level Training Course; LEED® Green Associate™; Greenroads®¬¬ Sustainable Transportation Professional #0000254
Affiliations: Society of American Military Engineers
Years with BDI: 2; Other Firms: 2

Introduction

Mr. Burke's experience in civil/transportation engineering includes preparation of construction documents and cost estimates for a variety of projects for local, county and city municipalities, experience in watershed modeling with ICPR and storm sewer design with ASAD, and preparation and submittal of permitting documents to the NWFWMD, FDEP, ACOE, and FDOT.

Experience

Navy Federal Credit Union Office Complex – *Escambia County, FL*: BDI was involved in NFCU Brian L. McDonnell Center at Heritage Oaks from concept to completion. This was a multiphase development for relocation of NFCU offices in Virginia to Pensacola, Florida. BDI worked with Escambia County staff to select the property, rezone the property, and develop construction plans for a 65 acre technology park. The site/civil design included surveying, land division and platting, roadway design, on-site stormwater management, extensive turn lanes on US Highway 90, potable water and sanitary sewer systems, parking areas, intersection signalization, and site lighting. The Center is only the second LEED Gold–certified building in the state of Florida.

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DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
BOARD OF PROFESSIONAL ENGINEERS
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BURKE, JAMES PATRICK
3423 RIVERVIEW DRIVE
PACE FL 32571
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SCOTT ST. HILLIER

COMPUTER CONSULTING

Education: AA Degree, Computer Programming; Computer Electronics Technician
Years with BDI: 12; Other Firms: 13

Introduction

Mr. St. Hillier has over 20 years of experience providing network and systems integration and implementation consulting and installation for external customers. He has also provided technical assistance with regard to network and systems design and management. Scott also has extensive experience in providing network design, integration and implementation consulting for his clients as well as proficiency with the use of multiple operating systems.

Experience

Proficiency with the use of multiple operating systems includes:

Windows NT Server (v4.0 & 3.51)
NetWare v3.x & 4.x (NDS and Bindery Emulation)
Microsoft SQL Server v6.x (ODBC and MSDBLIB at client)
MDI Gateway - Database gateway product to perform data conversion between DB2/VSAM host data and MS SQL Server
Microsoft SNA Server configured to support PU 2, PU 2.1, LU 1, LU 2, LU 3 and LU 6.2 APPC TPs
Tangram's AM:PM software distribution product
NetWise (Middleware) - Provides workstation and server-based applications an API to facilitate Remote Procedure Call (RPCs) to IBM Host COBOL applications
NetSoft Print Server - Provides IBM Host printing in an NT Server/SNA Server LAN environment
RightFAX Fax Server - supporting direct inward dialing (DID) and dial tone multi-frequency (DTMF) faxing routing services
TCP/IP, Microsoft TCP/IP, IPX/SPX, Microsoft NWLink IPX-SPX, NetBIOS over IPX NetBIOS over TCP/IP 802.2
Microsoft TCP/IP WINS
Microsoft TCP/IP DHCP
Octopus v2.x with SASO configured for a many-to-one fail over solution
Windows NT Workstation v4.0/3.51
Windows 95
Windows for Workgroups v3.11
Windows v3.1
MS-DOS

Professional Achievements:

VMware Authorized Consultant (VAC)
VMware Certified Professional (VCP)
Citrix Certified Administrator (CCA)
Microsoft Certified Systems Engineer (MCSE)
Microsoft Certified Product Specialist (MCPS)
Master Certified Novell Engineer (MCNE)
Novell Enterprise Certified NetWare Engineer (ECNE)
Novell Certified NetWare Administrator (CNA) v4.x designation
Novell Certified NetWare Engineer (CNE) designation
Novell Certified NetWare Administrator (CAN) v3.x designation



HILARY BAUER, E.I.

MAPPING/GIS SERVICES

Education: BS, Civil Engineering, University of South Alabama 2014
Years with BDI: 4; Other Firms: 0

Introduction

Ms. Bauer serves as an Engineering Intern since graduating with a BS in Civil Engineering. Her development as a civil engineer has involved assisting in planning, permitting, and design of roadways, surveying, environmental assessments, and commercial development projects for various local municipalities and private entities. Project responsibilities include facilities planning and preparation of engineering reports, wastewater, stormwater, and potable water system permitting, design, calculations, and construction administration/inspection. Hilary's broad range of experience includes proficiency with Haestad design software such as StormCAD, PondPack and CulvertMaster, as well as ICPR 4. She also has experience in AutoCAD for both drafting and GIS, as well as ArcGIS and Mr.SID for GIS analysis and processing.

Experience

Pensacola Beach Master Plan – *Escambia County, Pensacola Beach, FL*: Engineer Intern: Design Team for the engineering review and project implementation of the Pensacola Beach Master Plan as presented by EDSA. Project included identifying Phase 1 and Phase 2 tasks and implementation of construction projects outside the peak season based on funding availability.

Stormwater Advisory Team (SWAT) County-Wide Stormwater Recommendation Report – *Escambia County, FL*: Engineer Intern: Project included reviewing all existing Escambia County basin study recommendations, establishing a uniform project evaluation and ranking criteria, and providing the county with a ranked Stormwater Needs Assessment list, as well as a white paper detailing SWAT recommendations for county-wide stormwater improvements. Ms. Bauer assisted with data collection and report preparation, as well as preparation of a ranked-project map book using GIS.

Navy Federal Credit Union Expansion - Phase II – *Escambia County, FL*: Engineer Intern: Assisting with design of wet and dry detention ponds, open channel, and closed stormwater systems for Phase 2 of the campus expansion. Assisting with developing best management practices (BMP) plan to control site erosion and sedimentation. Phase 2 stormwater improvements are being designed to complement those built during previous phases of construction and coordinate with those currently under construction. Assisting with inspection/administration and modifications of stormwater components currently under construction in consideration of Phase 2 improvements.

South Old Corry Field Road LAP Project – *Escambia County, FL*: Engineer Intern: LAP project for Escambia Co. to prepare construction documents for the repair of South Old Corry Field Road at its crossing with Jones Creek. It was determined that the existing box culverts would need to be replaced and a precast bridge system would be constructed along with road and drainage repairs necessary.

Prieto Road Improvements – *Pensacola, FL*: Engineer Intern: Project involved the reconstruction of the roadway, hydraulic analysis and replacement of the existing cross-drain pipes with a concrete box culvert. Vertical alignment profile slightly modified in order to install additional curb inlets to prevent gutter spread in to the vehicular travel lane during severe rain events.

Holley By The Sea Drainage Project – *Santa Rosa County, FL*: Engineer Intern: BDI providing professional engineering services for the Holley By The Sea Basin Study, which includes 8,580 acres of slightly sloped land with poor surface drainage features. The area for study and improvement includes several subdivisions with HBTS being by far the largest with approximately 5000 single family lots. The scope of this project is two-fold with the first phase being an engineering drainage study and master plan for an area of approx.15 sq. miles. Assisting with GIS data collection and processing for site analysis, modeling


STATE OF ALABAMA
BOARD OF LICENSURE FOR
PROFESSIONAL ENGINEERS AND LAND SURVEYORS

HILARY FRANCES BAUER

ENGINEER INTERN



STEPHEN J. FARRELL, JR., CCI, CCPM

CONSTRUCTION MANAGEMENT SERVICES

Education: BS, Risk Management/Real Estate, FL State University
Registrations: Certified Construction Project Manager: FL; Certified Construction Inspector: FL; NASDS Certified Diver: FL; 2-20 Insurance Agent: FL; Insurance Adjusters License: FL
Years with BDI: 30; Other Firms: 0

Introduction

Mr. Farrell has been involved in various projects ranging from inspection of roadway improvements to overseeing the construction of large municipal water and wastewater projects. As a Project Inspector, he is responsible for ensuring compliance with project plans and specifications. He is also experienced with many aspects of environmental permitting including cross-section details, volume calculations on dredge-and-fill permits, and gathering field information for FDOT and county/railroad use permits.

Experience

Military Point Lagoon – *Bay County, FL*: Construction Inspector. This project was a paved surface service road around the top of the berm. Approximately 12' wide and 6800 LF Long. Steve was responsible for QA of placement and verification of base material and subsequent leveling and friction courses of asphalt applied, quality control regarding temperature of asphalt and laying conditions. He also monitored quantities and the quality of the road work being performed during construction.

Navy Federal Credit Union – Brian L. McDonnell Center - Phase 1 – *Pensacola, FL*: Construction Inspector. This structure is a 2 pre-stressed concrete arch culvert bridge including pile and pile cap layout, with 700 feet of roadway supported by pre-stressed concrete wing walls. Steve served as a construction supervisor and was responsible for the overall inspection of the bridge. He inspected the girders and deck for the bridge and performed QA on the other structural components.

Bridges Over Pine Long Creek – *FDOT in Panama City, FL*: Construction Inspector. This structure is governed the analysis and design of the dual bridges. To provide hydraulic equivalency, the bridge length was set at 240'. For economy and constructability three equal 80' spans were chosen. The design utilized a continuous concrete deck cast over AASHTO Type IV Beams set on concrete pile bets. Both interior pile bents and abutments were supported by 24" square precast piles. Steve served as Construction Inspector on the project and was responsible for all inspection services and performed QA on the other structural components.

Deer Point Dam/Bridge Evaluation – *Bay County, FL*: Construction Inspector. This structure included underwater inspection and monitored installation of underwater emergency repairs. Steve served as a construction supervisor and was responsible for the overall inspection of the bridge. He inspected the girders and deck for the bridge and performed QA on the other structural components.

US 98/Thomas Drive Interchange – *FDOT in Chipley, FL*: Construction Inspector. This project was an expansion of an existing road from 4 thru-lanes to 6 lanes with frontage roads. It involved basic design, sidewalks, divided urban highway, lighted medians, closed drainage system, revisions to the existing signalization, additional turn lanes, and 8 access roads. Other components consisted of roadway and drainage design, maintenance of traffic, right-of-way acquisition, lighting, pedestrian features, and signalization. A three-level interchange connects three arterials with a major bridge. Due to the complexity of this project, more than one governing entity was involved. Steve served as Construction Inspector on the project responsible for inspection services for construction of this multi-level interchange.


Association of Construction Inspectors

acl association of construction inspectors

Stephen J. Farrell Jr.

Association of Construction Inspectors

CCI- Certified Construction Inspector



DAVID HEMPHILL, ASLA

LANDSCAPE ARCHITECT/PLANNING SERVICES/ATHLETIC FIELD DESIGN

Education: BSLA, Landscape Architecture, Iowa State University
Registration: Professional Landscape Architect: FL #LA0000502
Affiliation: American Society of Landscape Architects
Years with BDI: 40; Other Firms: 2

Introduction

Mr. Hemphill is the Senior Landscape Architect for BDI and provides technical expertise and project management on a variety of tasks. His experience includes large-scale resort developments and permitting through local, state, and federal agencies. He has served as project manager for federal projects involving airport runways, wastewater treatment plants, roadway repairs after Hurricanes Opal, Ivan, and Dennis and military training facilities. In addition, he has provided design services including site planning, subdivision design, park design, and planting and irrigation designs on projects throughout the Florida Panhandle. He serves as project manager and coordinator on numerous projects for the firm's key long-term clients with his responsibilities ranging from conceptual design through construction administration. He is a past member and Chair of the Florida Board of Landscape Architects.

Experience

Community Maritime Park – *Pensacola, FL*: Project Manager: Managed a controversial and contentious redevelopment project on a brownsfield site in downtown Pensacola. BDI provided design services to the Construction Manager including civil, electrical, structural engineering, survey, and landscape architecture. Project required both new and modifications to federal, state, and local permits.

Gulf Power Corporate Headquarters – *Pensacola, FL*: Landscape design for new office building and adjacent properties. Project included irrigation design and long-term maintenance program. BDI designed an innovative underground stormwater system requiring no retention ponds. Project is featured on FDEP's website.

Niceville Downtown Redevelopment – *Niceville, FL*: Master plan, architectural and engineering design, surveying, and funding acquisition support for this state-of-the-art project. Features include a nature walk, a pavilion with a woodburning fireplace, a bridge over Turkey Creek, site furniture and lighting, a children's park and recreational facility.

CSO Bachelor Housing – *NAS Pensacola, FL*: Landscape Architect: Prepared planting plan, irrigation plan, amenities package, and minor sports facilities for a new barracks at NAS Pensacola. Project was delivered via a design-build contract. An Air Force facility aboard NAS Pensacola.

Milton Riverwalk Park – *Milton, FL*: Design, landscape architecture, and surveying services. This recreational space extending over the Blackwater River includes a 24-foot x 500-foot boardwalk, a gazebo, public parking, 2 pavilions, site lighting, site furniture, walkways, landscaping, and irrigation. The project received the State of Florida Design Arts Award

Baptist Medical Park – *Pensacola, FL*: Project Manager: Site planning, planting plan, and irrigation for a new 27 acre campus for out-patient medical services. Services included site planning, planting design, irrigation design, and pond planting.

Turkey Creekwalk Park – *Niceville, FL*: Project Manager: Master planning, funding acquisition support, architectural and engineering design, and surveying services. Features include a nature walk, pavilion with woodburning fireplace, and a bridge over Turkey Creek.


RICK SCOTT, GOVERNOR

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
BOARD OF LANDSCAPE ARCHITECTURE

LA0000502

The LANDSCAPE ARCHITECT
Named below HAS REGISTERED
Under the provisions of Chapter 481 FS
Expiration date: NOV 30, 2019

HEMPHILL, DAVID K
2704 RIVERSIDE DR
PENSACOLA FL 32503

DISPLAY AS REQUIRED BY LAW



J. THOMAS WILLIAMS, P.E., LEED® AP

SR. STRUCTURAL ENGINEER

Education: BS, Civil Engineering and Environmental Sciences (BSE), University of Central Florida
Registrations: Professional Engineer FL #22282, AL #30714, USGBC LEED-NC Accredited Provider
Affiliations: ASCE - American Society of Civil Engineers, ACI - American Concrete Institute
Years with BDI: 21; Other Firms: 23

Introduction

Mr. Williams 40 year history of professional engineering expertise includes multiple continuing service contract applications for a range of client types. Mr. Williams has maintained project management and engineering design responsibilities for structural design and building prototype design manager for Sarasota County, Area A, C, K, and City of Carabelle Vacuum Sewer Station. His federal experience consists of USACE and individual military branch controlled construction projects stateside and in Latin America. Local continuing service contracts also involved projects for Pensacola Junior College, the Escambia County School Board, the City of Pensacola, the City of Gulf Breeze, the Santa Rosa Island Authority, Baptist Hospital facilities, City of Tarpon Springs and Dade City. Local and regional utility/infrastructure continuing service contracts served include Emerald Coast Utility Authority, South Walton Utility Company, Destin Water Users, Panama City Beach, Panama City, , City of Tarpon Springs, Dade City and other utility associations throughout the State of Florida.

Experience

South Old Corry Field Road LAP Project – *Escambia County, FL*: Senior Structural Engineer. LAP project for Escambia County is to prepare construction documents for the repair of South Old Corry Field at its crossing with Jones Creek. The roadway suffered a catastrophic failure following the April 29, 2014 rain event and associated damage caused by flood levels within Jones Creek. It was determined that the existing box culverts would need to be replaced and a precast bridge system will be constructed along with road and drainage repairs necessary. The new bridge and road repairs will be designed to meet the uniform minimum standards and criteria prescribed by the Florida Statutes, as well as Escambia County Standards. A precast structure was selected to reduce construction time to facilitate the re-opening of the roadway.

Navy Federal Credit Union – Brian L. McDonnell Center - Phase 1 - *Pensacola, FL*: Senior Structural Engineer. Phase 1- Stormwater: A multiphase development for relocation of NFCU offices in Virginia to Pensacola, Florida. BDI worked with Escambia County staff to select the property, rezone the property and develop construction plans for a 65 acre technology park. The development occurred in multiple phases over the 6 years. The site/civil design included surveying, land division and platting, roadway design, on-site Stormwater management, extensive turn lanes on US Highway 90, potable water and sanitary sewer systems, parking areas, intersection signalization, construction of box culverts and site lighting (and support structures for site lighting/intersection signalization). Construction administration was provided as necessary to approve pay requests and complete certification of permits. The Center is only the second LEED Gold–certified building in the state of Florida.

Canal Street Roadway Improvement – *Milton, FL*: Structural Engineer. The scope included removal and replacement of the entire roadway section. In addition, utility relocation was a big component of the work, including overhead power improvements, water and sewer adjustments, new curb and gutter, period street lights, new sidewalks, accessibility improvements, landscape improvements, and a new, modern signal at the intersection of Canal Street and Highway 90. This project was LAP Project & CDBG funded. Also provided design and construction inspection.

Pensacola Beach Toll Booth Renovations – *Pensacola Beach, FL*: Mr. Williams was a Structural Engineer on the 1999 modifications, which included the widening of lanes, the addition of administrative office space and parking facilities, restrooms conforming to ADA requirements, and a state-of-the-art computerized toll system.


dbpr

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
BOARD OF PROFESSIONAL ENGINEERS

THE PROFESSIONAL ENGINEER HEREIN IS LICENSED UNDER THE PROVISIONS OF CHAPTER 471, FLORIDA STATUTES

GUTHRIE, KEITH P.



SCOTT MILLS, PSM, PLS

SURVEYING/MAPPING/GIS SERVICES

Education: University of West Florida
Registrations: Professional Surveyor and Mapper: FL #LS5509, AL #20892
Years with BDI: 32; Other Firms: 8

Introduction

Mr. Mills is the Pensacola Survey Manager. He has been land surveying with BDI for 26 years and for 7 years previously with an engineering firm in Huntsville, Alabama. His responsibilities include project management, staffing and scheduling, client relations, contracting, department supervision, and quality control. His experience is extensive in virtually every type of survey to include Right of Way, Boundary, Topographic, Photogrametric, Sectional, Construction, Geodetic and Control, ALTA/ACSM, Condominiums and Subdivision Surveys. Mr. Mills has managed many large-scale projects for County and City municipalities, FDEP, DOT, various utility companies such as ECUA, SWUC, FRUS, DWU and SSRU, private industries, commercial developments and federal government.

Experience

Roadway Improvements for US Highway ACT 90 (SR-10) – Navy Federal Credit Union – *Escambia County, FL*: Responsibilities included widening and resurfacing design, FDOT Permitting for utilities, widening, and driveway connection and drainage design. (2014)

Pensacola Beach Parking Lot and Secondary Roadway Improvements – *Santa Rosa Island, FL*: Responsibilities included design of proposed improvements for the milling, resurfacing, and drainage of existing surfaces. (2014)

Escambia County Road Improvement Projects – *Escambia County, FL*: Project Manager for the improvement of dozens of roads located throughout Escambia County. These road projects included Boundary and Topographic Surveys, as well as Right of Way Acquisition Mapping and covered hundreds of miles of rural roads.

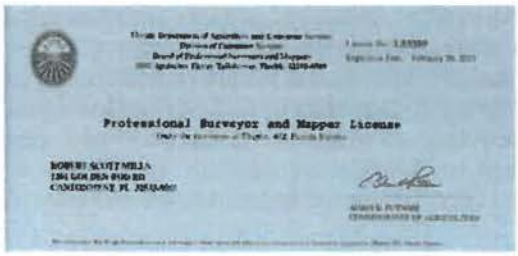
Escambia County Miscellaneous Road Paving Projects (Open-End Contract) – *Escambia County, FL*: Project Surveyor for the last 10 years for paving and drainage projects throughout the county. These projects required topographic/route surveys, deed research, and sectional and Right-of-Way surveys.

University Parkway Roadway Widening and Realignment – *Escambia County, FL*: Project Surveyor on the widening and realignment of a 2.2 mile four-lane divided highway. This project included the addition of bike lanes, sidewalks, and lighting and signalization.

SR 79 (from U.S. 98 to ICWW) Design Surveys – *Panama City, FL:* Project Manager design surveys for State Road 79, which included the development of all roadway and structure geometry, design of stormwater treatment and conveyance systems, and the identification of Right-of-Way requirements.

Pensacola Beach Roadway Improvements – *Pensacola Beach, FL*: Design surveys and construction control for roadway and intersection improvements.

FDOT Turnpike District – *Southern FL*: Survey Manager on the design surveys of miscellaneous sites around Southern Florida, including SR 92, the Florida Turnpike, and Veteran's Parkway.


Professional Surveyor and Mapper License



KEITH GUTHRIE, P.E.

TRANSPORTATION/TRAFFIC ENGINEER

Education: MS, Civil Engineering, Florida Institute of Technology; BS, Civil Engineering, University of Missouri-Rolla
Registrations: Professional Engineer: FL #47905
Certifications: State of FL Advanced MOT
Years with BDI: 10; Other Firms: 18

Introduction

Mr. Guthrie presently serves as Sr. Project Manager and Sr. Design Engineer on Civil and Transportation projects. He has worked with federal, state, and local government clients on projects throughout the Florida panhandle. His responsibilities include project design and management of roadway and stormwater projects involving PD&E studies, urban and rural roadway design, utility coordination, stormwater collection, treatment and attenuation, permitting, and construction management. Mr. Guthrie also prepares environmental documents, drainage reports, and stormwater master plans. He is currently working on a local government PD&E Study (Escambia County), drainage projects in Wakulla and Walton Counties, and the design of major roadway projects for Santa Rosa and Escambia County.

Experience

Via De Luna Roadway Improvements – *Pensacola Beach, FL*: Engineer of Record. The project consisted of the design, permitting and CEI of 3.44 miles of a four lane divided urban roadway with bike lanes, sidewalks, trolley stops, drainage, major utility relocations, traffic signals, maintenance of traffic (MOT), signage and pavement markings. Cost $14.0 M

Pinestead/Longleaf PD&E and Design – *Escambia County, FL*: Transportation Engineer. Located between Pine Forest Road and Highway 29, this corridor is a major highway and a vital link in the completion of an East-West Corridor. BDI was selected by Escambia County to complete a PD&E study, as well as the roadway design of the preferred route. BDI's task included survey and mapping services, public involvement, environmental permitting and roadway design. As Landscape Architect, Dave was in-charge of all landscaping as outlined in the project. This project was a jointly funded project with FHWA, FDOT and Escambia County and required close coordination with these agencies, as well as extensive public involvement.

Prieto Drive Improvements – *Escambia County, FL*: Roadway design for the reconstruction of the roadway, hydraulic analysis, and replacement of the existing cross-drain pipes with a concrete box culvert. Drainage design included a vertical alignment profile slightly modified in order to install additional curb inlets to prevent gutter spread into the vehicular travel land during severe rain events. Design included a four-by-eight foot concrete box culvert to expand the flow capacity of a drainage ditch underneath the roadway. Box culvert design included design details, specifications, alignment of associated wing walls and headwalls, and erosion control measures.

Fort Pickens Roadway Improvements – *Pensacola Beach, FL*: Engineer of Record. The project consisted of the design, permitting and CEI of 2.0 miles of 2 lane urban and rural roadway including bike path, drainage, utility relocations, landscaping, irrigation, maintenance of traffic (MOT), signage and pavement markings. Cost $3.3M

Sandy Hollow Roadway Improvements – *Escambia County, FL*: Project Manager/Engineer of Record. The project consisted of the design, permitting and limited CEI for the construction of 2.5 miles of Rural roadway and drainage improvements including right-of-way determination and land acquisition assistance, road, drainage, water main construction, utility coordination, signing and pavement markings. Cost $1.2M

Navy Federal Credit Union - Brian L. McDonnell Center Phase II, – *Pensacola, FL*: Transportation Engineer: Phase II is a continuation of development on the 300 acre parcel in northwest Escambia County, Florida. The Phase 2 development area is located north of the existing 4-H pond and west of Navy Federal Way. The project includes two multi-story office buildings, two multi-level parking decks, access roads, retaining walls, one bridge, one overpass, Stormwater management facilities, and utilities to support the buildings and improvements.


STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
BOARD OF PROFESSIONAL ENGINEERS
THE PROFESSIONAL ENGINEER NAMED IS LICENSED UNDER THE PROVISIONS OF CHAPTER 471, FLORIDA STATUTES
GUTHRIE, KEITH P.
LICENSE NUMBER PE47905
EXPIRATION DATE: FEBRUARY 28, 2021

SUBCONSULTANTS



MIKE MARSHALL, A.I.A.

ARCHITECT –SAM MARSHALL ARCHITECTS

Education: Master of Architecture (1987) Texas A & M University
Bachelor of Business Administration (1980) Texas A & M University
Registration: Alabama, Florida, Registered Architect
Years with Sam Marshall Architects: 31; Other Firms: 0

Introduction

Mike Marshall joined Sam Marshall Architects in 1988, he is a registered architect with specific experience in projects for governmental agencies in Northwest Florida, working with facilities management, with staff members, and with administrators. As a project architect he has gained a knowledge of area soils / topography, utilities systems, and construction process that provide the necessary background for his role on this contract.

Experience

Emerald Coast Utilities Authority CWRF – *Escambia County, FL*: Role: Architect. This warehouse was designed to store and repair emergency generators for the ECUA lift stations around the Escambia County area. It contained indoor and outdoor covered storage areas, a maintenance shop, and offices, training rooms and employee break areas and showers. The facility is designed to withstand hurricane force winds.

Mobile Area Water and Sewer System (MAWSS) – *Mobile, AL*: Role: Architect. This project, was designed to house electrical equipment and switchgear for the Mobile area Waste Water Treatment Facility. The building had to be elevated due to its proximity to Mobile bay. Construction Administration was included in our scope of services on this project.

Wakulla WWTF, Administrative Office Building and Lab – *Sopchoppy, FL*: Role: Architect. This project was for the design of a new Administrative office and Lab for the Wakulla Waste Water Treatment Facility. Administrative spaces included offices, a conference room, and an employee break room. The building also included a motor control center for plant processes.

Destin Water Users, Lab Reroofing – *Destin, FL*: Role: Architect. This project consisted of reroofing an existing lab building at the Destin Water Users Reclamation Facility. Construction administration was included in our scope of work on this project.

Chipley WWTF, Administrative Office Building and Lab – *Chipley, FL*: Role: Architect. This project was for the design of a new Administrative office and Lab for the Chipley Waste Water Treatment Facility. Administrative spaces included offices, a conference room and an employee break room. Construction Administration was a part of the scope of work for this project.



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
BOARD OF ARCHITECTURE & INTERIOR DESIGN
THE ARCHITECT HEREIN IS LICENSED UNDER THE PROVISIONS OF CHAPTER 481, FLORIDA STATUTES
MARSHALL, MICHAEL JOHN
EXPIRATION DATE: FEBRUARY 28, 2021



AL BROWDER, Ph.D, P.E.

COASTAL ENGINEER – OLSEN ASSOCIATES, INC.

Education: PH.D., Coastal Engineering;
M. Eng., Coastal Engineering;
B.S., Mechanical Engineering
Registration: Professional Engineer: AL #26227; FL #57403
Affiliations: Diplomate Coastal Engineering- ASCE Academy of Coastal, Ocean, Port & Navigation Engineers; Member of American Society of Civil Engineers, Florida Shore and Beach Preservation Association, and American Shore and Beach Preservation Association
Years with Olsen Associates: 20; Years with other firms: 3

Introduction

Dr. Browder is a Principal Engineer and Vice-President of Olsen Associates, Inc., in Jacksonville, FL. He performs project management, site investigation, planning, studies, engineering, design, permitting, and construction management functions for a wide variety of coastal engineering projects.

Experience

Pensacola Beach Nourishment Project – *Pensacola Beach, FL*: Coastal Engineer - Responsible for geotechnical sand search, background scientific analyses, project design and permitting of 4.3M cy beach fill project (2002-2003) and 3.0 Mcy (2005-2006) and 1.8 Mcy (2016) emergency and maintenance renourishment projects, project bidding, contract management, permit compliance, post-construction monitoring and FEMA Project Worksheet closeout.

Orange Beach/Gulf Shores Beach Nourishment Project – *Orange Beach/Gulf Shores, AL*: Coastal Engineer - Responsible for geotechnical sand search, background scientific analyses, project design and permitting of 7.9M cubic yard beach fill project (2005-2006) and 2.3 Mcy maintenance renourishment project (2012-2013), project bidding and contract management, permit compliance, post-construction monitoring and FEMA Project Worksheet closeout.

2016 Longboat Key Beach Renourishment Projects – *Longboat Key, FL*: Coastal Engineer- Multi-phase renourishment including two channel dredging and beach nourishment project elements (450k cy) and two upland source truck haul nourishment project elements (240k cy). Also responsible for project bidding, contract management, permit compliance, post-construction monitoring, and FEMA Project Worksheet closeout.

Perdido Pass Inlet-Sand Management Study/Plan – *Orange Beach, AL*: Coastal Engineer- Inlet and sand management study and plan for shallow-draft Federal navigation channel at Perdido Pass in Orange Beach, AL. Performed historical, analytical, and numerical analyses of coastal engineering processes at the Pass, which is routinely dredged, with the objective of developing a plan of management of both the Pass and the adjacent Gulf of Mexico beaches as a comprehensive sand management system. Consulting engineer to the City of Orange Beach, AL for the implementation of management plan objectives.

South Amelia Island Beach Renourishment Project – *Amelia Island, Nassau County, FL*: Coastal Engineer - Responsible for geotechnical sand search, background scientific analyses, project design and permitting of 2.1M cubic yard beach renourishment project (2011), project bidding and contract management, permit compliance, and post-construction monitoring.



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STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
BOARD OF PROFESSIONAL ENGINEERS
THE PROFESSIONAL ENGINEER HEREIN IS LICENSED UNDER THE PROVISIONS OF CHAPTER 471, FLORIDA STATUTES

BROWDER, ALBERT EDWARD
1934 BARHAM CT
SAINT JOHNS FL 32259

LICENSE NUMBER: PE57403
EXPIRATION DATE: FEBRUARY 28, 2021

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CHRISTOPHER GARICK, P.E., RCDD

ELECTRICAL ENGINEER – HG ENGINEERS

Education: BS, Electrical Engineering, Mississippi State University
Registrations: Professional Engineer: Florida, Alabama, Mississippi, Texas, Colorado, Illinois and Georgia Registered Communications Distribution Designer (RCDD) Building Industry Consulting Services International (BICSI)
Years with HG Engineers: 23; Years with other firms: 3

Introduction

Christopher Garick is an Owner and Electrical/Telecommunications Engineer with HG Engineers. His role is to oversee the day-to-day operations, so all employees of the firm provide services in a coordinated effort. Chris has 26 years of consulting engineering experience in lighting, power, telecom and signaling systems. His experience includes projects in all area all across the continental US and in Germany and Japan. Chris's design experience includes campus electric utility distribution design, campus lighting design, and building interior and exterior power, lighting telecommunications, and fire alarm system design. Construction design experience includes new and renovated schools, multifamily housing, office buildings, high rises, industrial and healthcare facilities. His experience encompasses being a consultant to Architects and Contractors as well as being a project manager for prime electrical projects for commercial and government clients.

Experience

Okaloosa County Administrative Building – *Fort Walton Beach, FL*: Provide electrical and audio-visual engineering construction documents for the approximately 63,653 sq. ft. three-story office building and single-story building for the board of commissioners' offices and meeting room.

City of Fort Walton Beach Recreation Center and Sports Field – *Fort Walton Beach, FL*: Electrical engineering design for new 30,000 sq ft gymnasium and multi-function building and complete site to include five baseball fields and five softball fields, a mile walking sidewalk track and associated parking. The design includes typical power, lighting and fire alarm systems.

Escambia County Courthouse – *Pensacola, FL*: Electrical engineering design on the 4-story, 38,000 square foot building, which included the commissioners conference room with press facilities. $25M

City of Fort Walton Beach Fire and Police Station – *Fort Walton Beach, FL*: Electrical, telecom, emergency power, fire alarm and security design for a new 20,000 sq ft two story police building and renovation of adjoining fire station which includes moving truck bays and lighting for new parking area. $4.2M

Fort Walton Beach Housing Authority – *Fort Walton Beach, FL*: Electrical upgrades of 124 housing units including smoke detectors, power wiring and lighting fixtures. Also added provisions for electric ranges. $1.4M

Destin Water Users Arc Flash – *Destin, FL*: Provide ArcFlash calculations for electrical systems with a voltage greater than 120 volts. The electrical equipment to be studied is located: 1) Local Treatment Plant for complete electrical distribution system with exception of MCC's under current design and/or construction. 2) Two Booster Stations and six wells. 3) The four basic electrical equipment configurations for the 78 Lift Stations. To accomplish calculations will involve surveying the electrical systems to verify accuracy of existing documentation and modeling all the electrical systems in EasyPower software. The study shall also produce electrical work orders.

Walton County Wastewater Treatment Facility – *DeFuniak Springs, FL*: Provide electrical and controls consultation during the update review, bidding and construction phases of the listed project.


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STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
BOARD OF PROFESSIONAL ENGINEERS

GARICK, CHRISTOPHER A.

LICENSE NUMBER: PE57924
EXPIRATION DATE: FEBRUARY 28, 2021



LANE DORMAN, P.G.

ENVIRONMENTAL – GEOSYNTECH CONSULTANTS

Education: M.S., Hydrogeology, Clemson University
B.S., Geology, University of South Alabama
Registration: Florida Professional Geologist: PG2861
Years with Geosyntec Consultants: 11; Other Firms: 0

Introduction

Mr. Dorman provides technical expertise and guidance for hydrogeological projects in the Gulf Coast region. His professional experience has included nonhazardous and hazardous waste management; site investigation; contaminant fate and transport evaluations (including groundwater modeling); remedial technology feasibility studies, remedial technology pilot testing and selection; and remediation system design, construction, operation, maintenance, monitoring, and optimization. Mr. Dorman has delineated site contaminants to stringent regulatory endpoints and implemented remedial measures at dozens of sites with recalcitrant compounds in soil, groundwater, and indoor air.

Experience

Nitrous Oxide Manufacturing Plant Closure – *Northwest FL*: Project manager for expedited environmental assessments and remedial actions following the demolition of a nitrous oxide manufacturing facility. The project involved identification of site-specific constituents of potential concern (COPCs), COPC delineation, regulatory approval of a site assessment report, development of a request for bid, management of the bidding process, regulatory negotiations, subcontractor selection, subcontractor oversight, and site closure. Investigation, remediation, and regulatory reporting activities at this site were completed in approximately one year.

Groundwater Hydraulic Containment System – *Northwest FL*: Project manager of a diverse team of engineers, geologists, and scientists tasked with the characterization and ultimate remediation of groundwater impacts below and adjacent to surface impoundments at a coal fired electric power utility. The project included regulatory negotiation and approval of the conceptual design, followed by detailed design of an interim groundwater extraction and conveyance system. Expedited implementation activities included extraction well installation and testing, procurement support, and construction/engineering management (e.g., coordination of communication among multiple subcontractors/vendors to achieve a demanding field schedules). Mr. Dorman oversaw system startup testing and ongoing system operation, performance evaluation, and reporting.

Escambia County Division of Solid Waste Management – *Pensacola, FL*: Mr. Dorman analyzed and interpreted hydrologic data collected near the Beulah Landfill to evaluate groundwater-surface water interactions. Mr. Dorman prepared potentiometric surface maps and lithologic cross-sections summarizing groundwater flow and hydrogeologic conditions at the site. Based on results of this study, FDEP approved a monitor-only remedy in lieu of aggressive remediation proposed by others.

Alternate Source Demonstration – *Northwest FL*: Mr. Dorman led an investigation into the potential source of mercury detections in surface water samples above Florida's in stream surface water quality criterion. Supplemental investigations found that mercury was naturally occurring and, based on a strong correlation with iron, likely released during iron-mineral dissolution resulting from natural variations in geochemical conditions.

Hexavalent Chromium Remediation – *Pensacola, FL*: As the waste management coordinator, Mr. Dorman was responsible for daily and weekly inspections of primary and satellite hazardous waste accumulation areas, nonhazardous waste staging areas, proper labeling of waste containers, waste sampling, and classification.

FDEP – *Pensacola, FL*: Mr. Dorman managed multiple former dry cleaner (DC) sites. High-resolution site characterizations (HRSA) at these former DC sites identified impacts from DC operations in subsurface media. Tasks associated with HRSAs included planning and oversight of direct push technology (DPT) soil sampling, DPT groundwater sampling, modified active gas sampling (MAGS), and permanent monitoring well installation.


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DORMAN, LANE



LOGAN FOWLER, P.E.

GEOTECHNICAL ENGINEER – SOUTHERN EARTH SCIENCES, INC.

Education: BS, Civil Engineering, Florida State University
Registrations: Professional Engineer: FL, ACI Concrete Field Testing, FDOT Advanced Maintenance of Traffic Certification, FDOT Concrete Field Inspector, Asphalt Plant I, Earthwork Construction Inspector I
Years with SESI: 8; Years with other firms: 1

Introduction

Logan joined the Southern Earth Sciences, Inc. (SESI) team in 2011 as a staff engineer. Since his employment, he has performed numerous geotechnical investigations, which have included classification of soils, laboratory testing, engineering design calculations, and field exploration. His daily activities include geotechnical evaluation, project scope and cost proposal preparation, site visits, oversight of drill crews, project management, and office oversight. Logan is the Panama City Beach Branch Manager and will serve as the Geotechnical Engineer of Record on this contract.

Experience

Proposed Apartments – *Harbor Blvd., Destin, FL*: Geotechnical investigation for new multi-family development near Harbor Blvd. Services included geotechnical evaluation for building foundations, stormwater facilities, and pavement.

Vintage Destin Apartments – *Destin, FL*: Geotechnical evaluation of a new apartment complex site, which included borings for foundation design of multiple multi-story apartment buildings, stormwater facilities, retaining walls, and pavement.

Inlet Beach Pedestrian Underpass – *Inlet Beach, FL*: Geotechnical evaluation of new pedestrian underpass beneath SR 30 in western Bay County. The investigation included cone penetration test (CPT) soundings within the right-of-way, determination of seasonal high groundwater, and recommendations for construction alternatives.

Siebert Avenue Subdivision – *Destin, FL*: Geotechnical investigation for new subdivision, which included soil borings for stormwater exfiltration system design.

SR 30 (US 98) Widening – *Destin, FL & Walton County, FL*: Geotechnical materials testing and consulting services for approximately seven miles of roadway slated for widening, utility, and pedestrian improvements.

Southern Cross Plantation – *Destin, FL*: New subdivision in Destin. Geotechnical borings and double ring infiltrometer testing for stormwater facility design.

CR 386 Reconstruction – *Gulf County, FL*: This project consists of geotechnical engineering for 19.5 miles of resurfacing, paved shoulder additions, and extending/replacing five cross drains. Four of the box culverts will be extended and one CMP cross drain will be replaced. SESI performed soil classification, resilient modulus, corrosion testing on soil and water, asphalt evaluation, and soil borings. The construction budget for this FDOT funded project is approximately $11.6 million. The project adheres to FDOT specifications.

East Point Washington Rd. – *Santa Rosa Beach, FL*: This project in south Walton County consisted of design services for new road construction. The total project length is approximately 0.75 miles. Approximately 2300 lineal feet is an existing dirt road and the remaining 1700 lineal feet is new construction. The realignment will extend through two wetland areas and consist of a new asphalt pavement section throughout the length of the roadway with two bridges extending through the wetland areas. Bridges may be up to 200 feet in length, each. SESI is providing geotechnical services for roadway and structure design. SESI will also support the CEI consultant during construction. This project will adhere to FDOT specifications.


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FOWLER, LOGAN AUSTIN
11330 N BEAR CREEK RD
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JOSEPH APPLEGATE, P.G.

HAZARDOUS WASTE – GEOSYNTEC CONSULTANTS

Education: MS, Geology, Florida State University
BS, Geology, Illinois State University
Registrations: Professional Geologist: FL No. 1067
Years with Geosyntec: 3; Years with other firms: 30

Introduction

Mr. Applegate has managed numerous State of Florida Superfund, State Hazardous, Drycleaning Solvent, State Owned Lands and Site Investigation, Brownfields, Petroleum, and Former Manufactured Gas Plants. As a former FDEP Superfund and State Site Project Manager in Tallahassee, he worked constructively with FDEP representatives in Tallahassee and the FDEP districts and as a result has established a close relationship and level of trust with regulatory personnel. This relationship is based on working with the FDEP and U.S. Environmental Protection Agency (U.S. EPA) for over 33 years on projects in Florida.

Experience

Environmental Forensic Assessment and Technical Services – *FL*: Contract Manager for a 5-year contract to conduct forensic assessments and other technical services for the FDEP. This work includes evaluating timing and sources of releases of various chemicals of concerns, often using multiple forensic analyses including chemical fingerprinting, isotopic/geochemical tools, molecular biology, and advance site characterization tools. The FDEP has entrusted multiple high-profile projects to Geosyntec and Mr. Applegate's management including a vapor intrusion project where multiple buildings at a high school had been affected by petroleum odors/vapors. Measures implemented at the recommendation of his team's work helped to reduce indoor vapor concentrations to below USEPA screening levels.

State of Florida Consolidated Environmental Programs Contract Manager – *FL*: Mr. Applegate was Contract Manager for another consultant's FDEP Bureau of Waste Cleanup Consolidated environmental programs that included four FDEP environmental programs: Hazardous Waste and Dry-cleaning Solvent Cleanup Program; Site Investigations and State-Owned Lands; CERCLIS Site Screening, and Brownfields Assessment and Cleanup. Mr. Applegate has managed many projects and programs in these various programs over the past 28 and has trusted relationship with FDEP staff.

State of Florida Petroleum Restoration Program – *FL*: Mr. Applegate is a senior peer reviewer and regulatory support specialist for Geosyntec's FDEP Petroleum Restoration Contact for assessment and remediation of retail and other petroleum-related sites throughout the state of Florida. Mr. Applegate has provided high level strategy development and regulatory support and interaction for ARCADIS' Petroleum Cleanup Contract. Mr. Applegate has positive relationships with FDEP senior managers, program and project managers, and FDEP contract managers.

Large Superfund Remediation Project – *Santa Rosa County, FL*: Project Director for a large Superfund remediation project. Mr. Applegate is the project director for a large Superfund remediation project involving chlorinated solvents and an 800 gallon per minute groundwater extraction and treatment system. The project is a fixed price remediation project involving environmental insurance products and long-term operation, maintenance, and regulatory reporting.

Tetrachloroethene Investigation – *FL*: Directed a tetrachloroethene (PCE) investigation at a chemical wholesale facility in Florida. PCE had affected groundwater to depths of over 100 feet below land surface and an aerial extent over two city blocks. The investigation was completed over a 12-month period, where two other consultants had failed in completing the assessment (they had spent over ten years assessing the site). The assessment was subsequently approved by the state agency, and Mr. Applegate directed the Remedial Action Plan to address soil and groundwater assessment.


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APPLEGATE, JOSEPH L
EXPIRATION DATE: JULY 31, 2020



GENE SCHMIDT, P.E., LEED®AP

HVAC/MECHANICAL

Education: BS, Mechanical Engineering, University of South Alabama
Registrations: Professional Engineer: FL #36948, AL #15709, CA #23916, GA #PE01576, LA #0030875, MS #14360, OH #79069, SC #27208; NCEES #7221; NCEES #7221; AABC Certified Commissioning Agent (CxA); Certified Plumbing Designer (CPD); GBI Green Globes Professional (GGP); USGBC LEED BD+C Accredited Professional
Years with HG Engineers: 32; Years with other firms: 6

Introduction

Mr. Schmidt has led SCG for over 30 years and has extensive experience in facilitating all aspects of the design and construction process for municipal, commercial, federal, and educational facilities including: planning; facility assessments and other studies; construction administration; HVAC, mechanical, fire protection, and plumbing design; and commissioning, with specialized experience in energy conservation, indoor air quality investigations/remediation, and geothermal design. He has thorough understanding of energy efficiency and solutions to minimize energy costs. His extensive design experience, coupled with his understanding of mechanical and HVAC systems operations and maintenance, provide him with an ideal background for this project. His understanding of climatic conditions, building codes, and local regulations in Northwest Florida will be an asset to the project team.

Experience

Escambia County Board of Commissioners – One Stop Facility – *Pensacola, FL*: Mechanical/HVAC engineer for the new $11 million, 76,000 SF two-story central office which consolidated departments of Building Inspections, Environmental Enforcement, Fire Safety, Community and Environmental Services, Geographic Information Systems, Animal Control, Engineering, and Transportation. The green roof provides inherent thermal insulation properties, reduces storm water impact, and reduces internal energy demand for cooling and heating. High efficiency HVAC systems, low water-use plumbing fixtures, and daylighting were used to further decrease energy costs.

City of Gulfport Municipal Complex – *Gulfport, MS*: Mechanical/HVAC Engineer for a $20 million, two-phased, three-story new facility. Phase I included a 57,000 SF Police HQ and Municipal Courts Facility. Phase II included approx. 50,000 SF of municipal services space. Designed as a first responders' shelter to FEMA 361 standards. Supplied with water wells for treated fresh water supply, and supplemental sewage management for emergency events. 100% conditioned air and humidity control were provided for personnel and equipment operation in an emergency event.

VT Mobile Aerospace Engineering, Maintenance Repair and Overhaul Facility – *Pensacola International Airport, FL*: Mechanical/HVAC Engineer for the new, $37M MRO hangar which services aircrafts including the B777, B757, and A320 family. The new HVAC system has multiple chilled water air handlers. The chilled water system consists of one 200-ton air-cooled chiller serving a variable primary pumping chilled water distribution system with a single distribution loop.

City of Pensacola – Fire Station No. 1 New Facility – *Pensacola, FL*: Mechanical/HVAC engineer for the design of a new $3.1 million, 20,000 SF fire station. The design was developed to meet all codes and standards, and the building was hardened to withstand a hurricane. Pensacola City Hall was severely damaged by Hurricane Ivan, a Category 3 storm, and Fire Station No. 1 was used as the base operations location for City Management.

Gulf Coast State College Advanced Technology Center – *Panama City, FL*: Mechanical/HVAC Engineer for the new, $31.3 million, 3-story, 80,193 SF Advanced Technology Center. Mr. Schmidt evaluated the campus' central chilled water utility and developed a solution to increase its capacity and efficiency, eliminating the need for a new dedicated building system. LEED Gold Certified.



CRYSTAL TOWNS, P.G.

HYDROGEOLOGIST

Education: M.S., Geological Sciences, University of Alabama, 2008
B.S., Geology, Millsaps College, 2004
Registrations: Professional Geologist : PG2958 (FL), 1476 (AL)
Years with Geosyntec: 7; Years with other firms: 0

Introduction

Ms. Towns is a hydrogeologist with experience in site assessment and environmental compliance. Her project work has included site reconnaissance, compliance and site history research, collection and analysis of hydrogeologic data, site assessment and final report production for projects. She is also proficient in database management, and soil and groundwater sampling for regulatory compliance and site characterization. Other project responsibilities have included preparation of site reports, interaction with client representatives, direct oversight of field investigations and management of subcontractors, preparation of bid specifications, preparation and review of site investigation data, and review of regulatory agency records.

Experience

Landfill Expansion Permitting, Santa Rosa County, Central Landfill – *Milton, FL*: Performed aquifer testing at the site and assisted with collection of water quality samples according to applicable FDEP SOPs.

Groundwater and Hydrogeologic Services for Beulah Landfill, Escambia County Waste Services Department – *Pensacola, FL*: Assisted with the design and field planning of a hydrologic study to evaluate groundwater-surface water interaction in a section of creek that borders the Beulah Landfill. Field activities included staff gauge installation, piezometer installation, and water level measurements.

Groundwater and Hydrogeologic Services for Perdido Landfill, Escambia County Waste Services Department – *Pensacola, FL*: Provided field oversight for monitoring well installation and decommissioning activities. Conducted technical reviews of semi-annual monitoring reports for the landfill. Verified field data was reported accurately and met regulatory compliance, conducted a quality assurance/quality control review of the analytical data, and developed potentiometric surface maps to provide a hydrogeologic interpretation of groundwater flow.

FDEP Waste Cleanup and Site Investigation Section – *Escambia and Franklin Counties, FL*: Conducted field activities, including groundwater and soil sample collection, soil logging, and monitoring well installations, for several State-Owned Lands sites. Served as lead field coordinator during assessment activities conducted at an active industrial laundry facility. The activities were designed to characterize the nature and extent of existing impacts in the vadose zone and shallow surficial groundwater that may be contributing to a deeper groundwater plume. She performed direct push technology (DPT) soil sampling, lithology characterization and logging, Modified Active Gas Sampling (MAGS) well installation, and DPT groundwater sampling. The scope of work required coordination of the field team with the facility managers and a night-time work schedule.

Guillemard Street PCE Plume Site, Florida Department of Environmental Protection Waste Cleanup Division – *Pensacola, FL*: Responsible for the groundwater monitoring program, including performance water quality sampling, data evaluation, preparation of potentiometric surface maps, and report preparation on an annual basis. She interacts with regulatory agency to discuss conclusions and recommendations for future monitoring.

Site Assessment and Remediation, Mahogany Mill Boat Ramp Site, Escambia County Neighborhood and Human Services Department – *Pensacola, FL*: Performed discrete-depth soil sampling in a grid layout to delineate vertical and horizontal impacts. Soil samples were field screened with a photo-ionization detector (PID) and flame ionization detector (FID) to preserve the health and safety of field samplers and to identify potential VOC impacts. Her duties also included compilation of collected data, GIS figure preparation, and preparation of the site assessment report.





KWASI BADU-TWENEBOAH, Ph.D, P.E.

SOLID WASTE – GEOSYNTEC CONSULTANTS

Education: PhD, Geotechnical Engineering, University of Florida
MS, Geotechnical Engineering, Arizona State University
BS, Civil Engineering, University of Science & Technology, Ghana
Registrations: Professional Engineer: FL No. 42460
Years with Geosyntec: 31; Years with other firms: 3

Introduction

Dr. Badu-Tweneboah is a geotechnical engineer with over 30 years of experience managing solid waste and other industrial projects and programs for public and private sector clients. He is a registered professional engineer in Florida that is very familiar with the Florida solid waste regulations, and have extensive experience negotiating with the FDEP Solid Waste Section. Dr. Badu-Tweneboah was a major contributor on the Task Force assigned by FDEP rewriting the Florida solid waste rules and regulations (Chapter 62-701, Florida Administrative Code) in 1990. He was also a member of the Technical Advisory Group (TAG) on post-closure care research project sponsored by the Hinkley Center for Solid & Hazardous Waste Management. Dr. Badu-Tweneboah has worked as a program manager, project manager, and engineer-of-record for the design, permitting, operation, closure, and construction of solid waste management projects in Florida and throughout the U.S. He has published more than 50 papers on landfill design, closure, and other solid waste issues; and regularly speaks at technical conferences on innovative containment system design.

Experience

Coyote Sites Closure Evaluation – *Santa Rosa and Walton Counties, FL*: Project Director and technical review for this, initially, fast-track construction and demolition (C&D) debris disposal facility evaluation and closure design project for FDEP. Geosyntec mobilized to the 20-acre facility to meet with FDEP and Escambia County staff and perform a comprehensive site inspection, which included LFG and hydrogen sulfide (H2S) measurements and cover thickness evaluations. Using the H2S data collected, Geosyntec performed air dispersion modeling to prioritize discrete disposal areas for closure that were most significantly contributing to the offsite odors. Geosyntec prepared construction drawings and specifications for final closure of the facility, and subsequently conducted site assessments to document observations of the closure plan implementation (performed by others), identify areas of deficiency, and provide recommendations.

Rolling Hills Odor Mitigation and Closure Design – *Pensacola, FL*: Field engineer for evaluation of this high profile 20-acre C&D debris disposal facility. The comprehensive site inspection included LFG and hydrogen sulfide (H2S) measurements for the development of an air dispersion model to offsite odor transport and performing test boreholes to evaluate the existing cover thickness. Mr. Rivera assisted with the preparation of construction drawings, technical specifications, and closure cost estimates for final closure of the facility.

JED Solid Waste Management Facility – *Osceola County, FL*: Project Director and technical reviewer for several design and permitting projects at the JED Class I (MSW) facility including: (i) a 100-acre lateral expansion; (ii) an intermediate permit modification for the construction of a 25-acre partial closure system at the active site; and (iii) a permit modification for the retrofit of the existing leachate storage facility with an aeration system to pre-treat leachate prior to off-site disposal. The lateral expansion involved close collaboration with the client to identify site development needs and logistical constraints to maximize potential airspace and corresponding site life. He also served as the project manager and engineer-of-record for the preparation of Title V Air Operation Permit and Air Construction permit modification applications as part of the overall lateral and vertical expansion of the facility. Dr. Badu-Tweneboah also served as the engineer-of- record for the preparation of construction documents, procurement support for the partial closure and GCCS for Phase 1 of the landfill facility; and served as the CQA engineer-of-record for the Phase I construction of the GCCS that includes: (i) installation of header pipe; (ii) installation of a condensate management system; (iii) construction of 29 vertical gas extraction wells; and (iv) installation of a flare/blower system. Dr. Badu-Tweneboah also prepared quarterly gas migration monitoring reports for the facility and is currently preparing a Landfill Gas Compliance Monitoring and Maintenance Plan for the facility.



dbpr

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BADU-TWENEBOAH, KWASI

1300 RIVERPLACE BOULEVARD
SUITE 710
JACKSONVILLE FL 32207

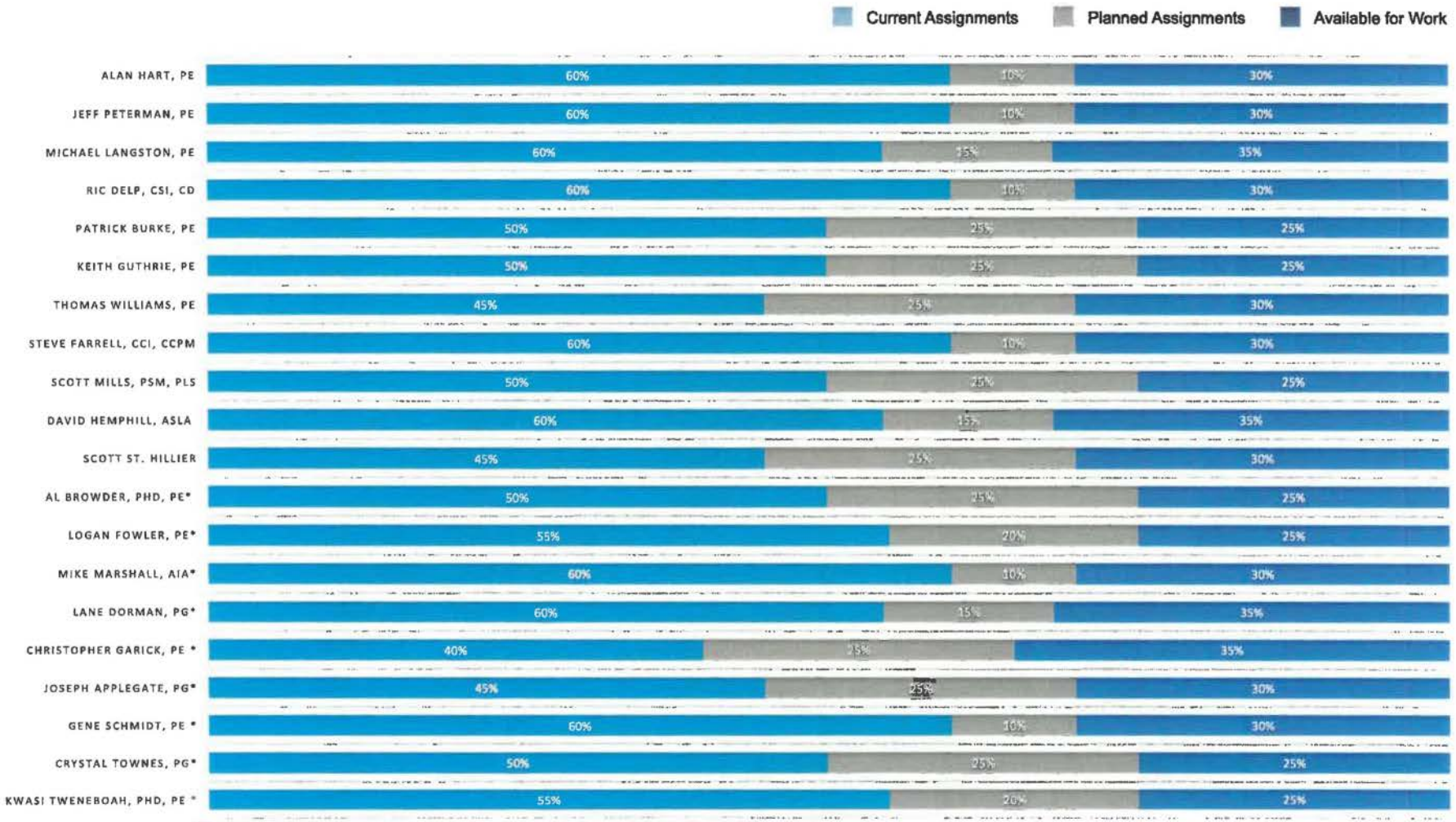
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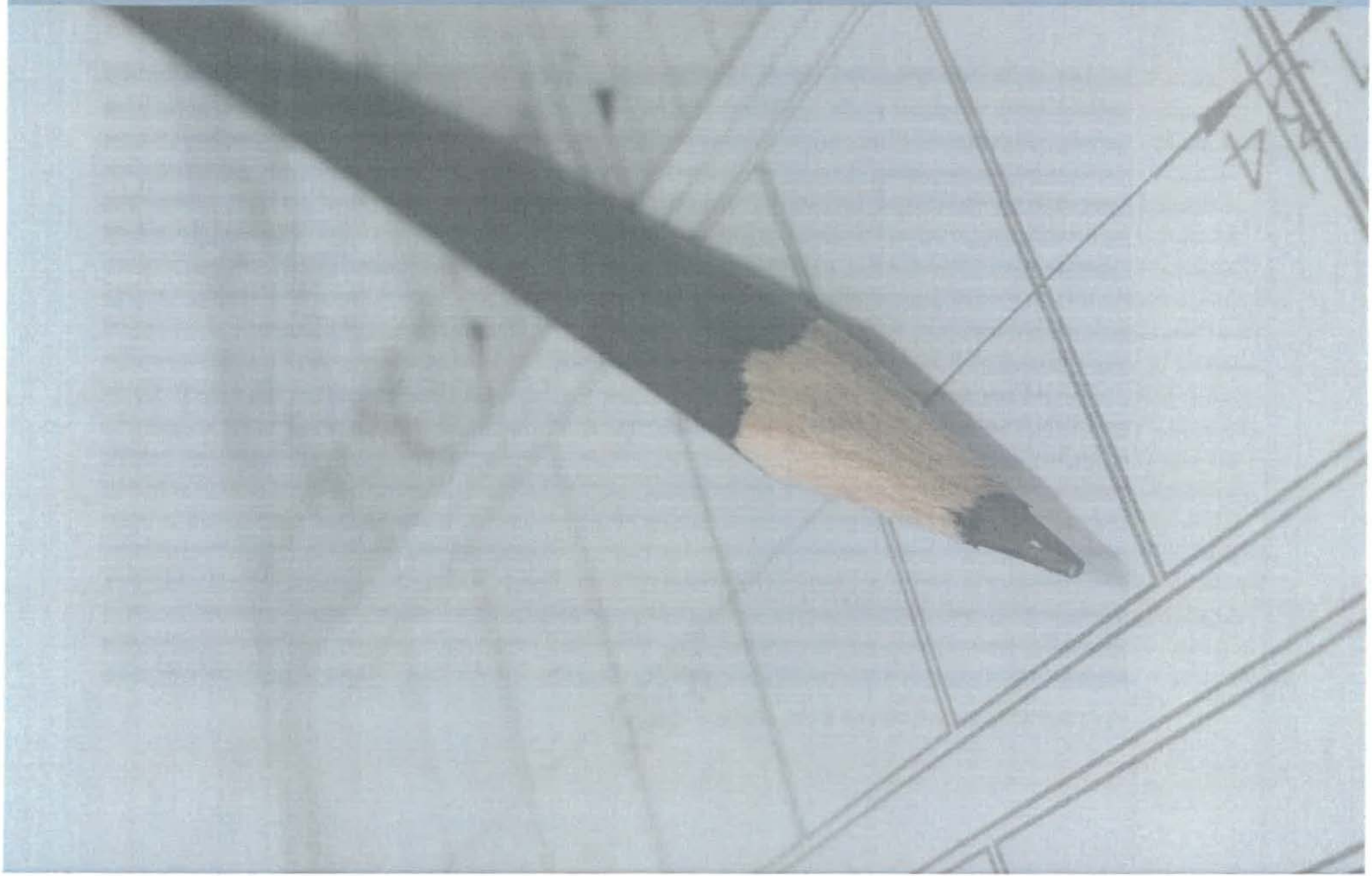
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BDI TEAM AVAILABILITY



**Denotes Sub-Consultant who will perform more than 5% of the work in their service category*

4. Understanding & Approach



PROJECT APPROACH AND METHOD

CITY OF DESTIN SPECIFIC PROJECT MANAGEMENT

Project Initiation Phase

The Project Initiation phase begins when the City of Destin Project Manager (PM) reaches out to Baskerville Donovan (BDI) with a Scope of Work that needs to be completed. BDI's staff includes nine highly qualified Project Managers (PM's) that represent the most experienced, proven project management talent that the engineering industry has to offer. Alan Hart, our Destin Regional Manager, will serve as the Project Manager for most projects under this continuing services contract. Under certain circumstances, Mr. Hart and senior BDI Staff will select a Project Manager with the appropriate skill set to complete the certain niche projects. During these instances, Mr. Hart will still be the main client contact for the projects and will work with the BDI Project Manager to ensure that the project continuity is seamless. During the Initiation Phase, BDI staff will develop a high-quality Project Management Plan (PMP). In fact, our production systems are custom-built around the individual talents of our project management staff. As such, our system is designed to allow BDI PM's the flexibility they need to develop customized PMP's that will accurately reflect the specific conditions surrounding each project assignment for City of Destin.

Once the Scope of Work has been reviewed and discussed, a site visit will be completed to gather information about the existing conditions and to start to develop, or amend the Scope of Services for the City's Task Order. At this point, our PM's will begin the PMP planning process with a comprehensive brainstorming session. This meeting will include key design team members, City of Destin professional staff, and any other stakeholders recommended for participation by the City. In almost every case, our experience has shown that local governments will identify a project manager to act as the primary professional point-of-contact for all work under a specific task or assignment. Our approach involves working as an extension of the local government project manager's project team. The BDI team will use the project initiation conference to work with the client to develop the fundamental basis for the PMP.

There are three major components that must be addressed during this Phase; Scope, Schedule, and Fee. Once the Scope of Services is completed and agreed upon by the City and BDI, BDI's assigned Project Manager will develop his team of in-house staff and required sub-consultants to complete the design process. At this point, the team will start to determine the fee and schedule for the project. Plans are often developed utilizing 30%, 60%, 90%, and final submittals to the City. The schedule will take into account sub-consultant schedules, staff hours, and City review time for each submittal. In the event that a project requires an expedited time frame, the amount of submittals may be reduced and compression of the schedule may be achieved. This Phase will require open communication between BDI and the City's Project Manager. Once Scope, Schedule, and Fee have been agreed upon, BDI will await a Notice to Proceed (NTP) in the form of a signed Task Order from the City.

Preliminary Design Phase

The Preliminary Design Phase begins when the City issues an NTP to BDI's Project Manager. The City and BDI have agreed upon the Scope, Schedule, and Fee, and the City has issued BDI a signed Task Order. During the Preliminary Design Phase, our team will begin the planning the project. We will work closely with City of Destin Staff to determine survey needs. Anticipated field information to be gathered includes topographic surveys and existing utility data for the project limits. GIS and Lidar data will be utilized where it is deemed appropriate. A regulatory assessment would also be part of this evaluation including isolation of potential jurisdictional lands within the project area and general subsurface conditions from published data. Should the regulatory assessment indicate jurisdictional lands within the project area, a delineation effort would be necessary to establish limits and other pertinent information within the project corridor. Similarly, rights-of-way, utility easements and other property ownership issues will also be identified based upon available information. Once we have received the survey and it has been vetted through the QA/QC process, our team, in concert with the City, will begin to lay out preliminary engineering design elements to help establish the best engineering solution for the project. Working closely with City of Destin staff, the result of this effort would be captured in the form of a Design Report to document the design basis and support the overall construction permits required.

Final Design Phase



Based on the Design Report, the Final Design Phase will commence. At this point, the primary production-phase role of the Project Manager is to direct the proper development of all project deliverables. At BDI, production-phase execution begins with the strategies, scheduling, and budgetary information included in the PMP. BDI will begin to develop a set of construction documents that will meet the requirements of the scope of services and allow the scope of work to be completed. BDI will take into account existing conditions, environmental constraints, right-of-way constraints, and any other issues that may directly impact the constructability of the project. BDI will develop all construction plans utilizing the City's latest CADD Standards, Design Standards, and Specifications. When required, BDI will pull from its database and wealth of experience to develop technical specifications for certain design circumstances. BDI will hold to the four phase submittal requirements (30%, 60%, 90%, and Final) unless there is a need to expedite the design phase. All phases will be subject to a strenuous in-house QA/QC process prior to submittal of each phase. This process is designed to eliminate mistakes and develop a constructible set of plans with minimal errors. This process will look at both superficial and engineered issues. In a nutshell, the more eyes that look at the project, the more opportunity there is to eradicate errors. Based on the Scope of Services, our team will help develop materials and attend any required Public Information Meeting (see "Public Information Meetings" section) to help educate and develop community support for the project.

Project Closeout

Once the final construction plans have been completed and the plans are ready to be signed and sealed, BDI will work closely with the City to get the project ready for bid and construction. As early as the 60% design phase, our team will begin to develop detailed project cost estimates that include pay item numbers and pay item notes. As the project continues to come closer to final design, our team will start to tighten up these cost estimates and formulate our Opinion of Probable Cost. Based on the final set of construction documents and the quantity takeoffs used to develop our Opinion of Probable Costs, we will also develop Bid Tabulation Sheets that will be used by the contractors to bid the projects. Again, based upon the Scope of Services, BDI will attend a pre-bid meeting, a pre-construction meeting with the City and the selected contractor, and attend any construction coordination meetings while the project is being constructed.

BASKERVILLE-DONOVAN, INC. SPECIFIC PROJECT MANAGEMENT

The "City of Destin Specific Project Management" section above is based on BDI's actual experience when dealing with the City on specific task orders developed under previous Continuing Services Contracts with the City. This section will discuss the internal Best Management Practices (BMP's) that BDI follows for all engineering projects, regardless of the client.

Project Coordination

BDI is committed to ensuring that all project professionals and sub-consultants, regardless of discipline, are well coordinated, effective and efficient. At BDI, the Project Manager is responsible for ensuring successful team coordination and that all project elements and disciplines will be well coordinated and efficient. For this City of Destin RFQ, BDI has proposed several unique checks and balances that will assist Alan in providing a well-coordinated effort:

Monthly Project Meetings. BDI is prepared to commit the resources required to execute specific monthly project meetings. As a program develops, our staff feels that the project meetings will provide critical opportunities for coordination with the client and various disciplines involved in the project.

Senior Management Involvement. For this City of Destin effort, BDI will utilize Keith Hill, P.E. to help support key project communications and issues. This approach is in keeping with the successful monthly meetings that Mr. Hill has been attending on other municipal projects. Direct involvement at this level ensures that the Senior BDI managers will be well coordinated and integrated.



Project Planning

Our experience has demonstrated that the best approach for controlling cost is developing high-quality design concepts and plans early in the project. In fact, we believe that effective planning is a fundamental feature of every successful project. The project goal should be established and (determined to be) realistic prior to design development. At BDI, we have developed a comprehensive approach to project planning; we feel strongly that design should not proceed without a clear, concise set of (achievable) project objectives. The successful project plan should satisfy a number of basic requirements: budget, schedule, technical requirements, constructability issues, logistics, materials acquisition, regulatory compliance, public information, all have an impact on the feasibility of a particular alternative or strategy.

In many cases, BDI engineers will recommend targeted investments in up-front studies to establish some basic physical and logistical parameters for project development. For example, it is often necessary to complete a limited number of cursory soil borings within the proposed construction area prior to developing a final project plan. Water table conditions, sub-surface material suitability, embankment costs, etc., can each have a profound impact on the constructability and suitability of an (otherwise) preferred alternative.

The topic of project "cause and effect" will be extensively discussed in the earliest stages of each assignment so that City professional staff and BDI are satisfied that the project outcome will be in line with expectations.

Ability to Meet Budget

The goal of BDI is to provide the City of Destin with a finished product on time every time and on budget. For the City of Destin, BDI will demonstrate a mature level of professional commitment. BDI has numerous municipal contracts and BDI successfully submits the required deliverables on time for each project. BDI also stays within the established budget for professional services, without any change orders. This proven ability to meet budget and time for professional services is the direct result of superior project planning.

The BDI design team will be composed of talented, experienced professionals with a proven background in civil engineering and landscape architecture. These team members, working with City staff, will build the City's goals into the finished product. These personnel have been carefully selected to maximize the project quality while staying within the established budgets.

BDI undertakes prior planning to ensure effective and accurate communications combined with the appropriate staffing to establish the mechanism for complete, quality products delivered on time and within budget.

Permitting

BDI has a long history of working with all local, state, and federal regulatory agencies when it comes to getting the project permitted. BDI will meet with the permitting agencies at the appropriate project milestone (usually at the 30% phase) to determine what may be required to fulfill all permit obligations. At this point BDI will utilize its longstanding relationships with all regulatory agencies to expedite the permitting process and obtain all required permits. Permits may include City of Destin Right of Way permits, environmental permits, and general permits for water and sewer extensions and replacements.

Scope, Schedule and Budget

As stated previously, the project scope, schedule, and budget are established at the onset of the project and become the basis for the Project Management Plan (PMP). One of the primary functions of the BDI Project Manager is to ensure that the BDI design team understands and follows the requirements set forth in the PMP. The PMP serves as the checks and balances system for the project. As such, this living document will serve to keep the Project Team on schedule while delivering the approved scope within the budgetary constraints.

Cost Management

For all assignments under this RFQ, BDI is committed to assisting the City of Destin with the proper utilization of public capital resources. We enjoy working together with our clients to develop creative solutions to major project issues; we are very experienced in helping our clients develop cost-saving alternatives. In every case, BDI will ensure that our designs are well conceived and include cost-saving strategies for maximizing the City's infrastructure.

BDI is accustomed to making cost-saving recommendations to our clients in a wide variety of areas. We review every aspect of the project to look for opportunities to save: materials substitutions, configuration adjustments, multiple functions from improvements, construction staging, fast-track opportunities, phasing options, and bidding strategies. For City of Destin, BDI is committed to bringing the full measure of our experience in the area of cost-effective consulting.

Change Order History

BDI's approach to any construction project is to minimize any changes that may result in delays to the contract time, or an increase in cost to the project. The magnitude and degree of complexity of the City's project warrants a qualified design team to perform the planning, permitting, design, and construction administration. Construction administration is performed by our most experienced professionals with the objective to minimize the potential for claims that can arise due to the lack of coordination, or the lack of professional interpretation of the construction documents. Our experience proves that maintaining personnel with substantial experience on the project can significantly reduce the exposure to claims and minimize the number of change orders.

Public Information Meetings

When it comes to public information, BDI is the best in the state. We view the primary information requirement as paramount to our client's staff and governing body. Building on that foundation is key to the project's success. Our Project Manager, are directly accountable for this paramount information commitment.

Our team understands the value and importance of supporting our public sector colleagues through high-quality public information sessions, mailings, high-end graphics, and website development. Because approximately 80% of our firm's business is with local government clients, BDI has developed a substantial capability in this area of our services.

The BDI Team is well qualified to assist City of Destin professional staff in providing cutting-edge graphic and presentation materials for any required Public Information Meetings or Commission Briefings. The graphic capabilities of our team include the ability to easily communicate planning ideas to the public, City of Destin Staff, regulators, interest groups, and other key (non-technical) stakeholders. Using the unique and rapidly growing application of advanced 3D computer graphics, BDI can provide photo-realistic visuals of critical design concepts or alternatives.

Advanced digital modeling also allows our Engineering Staff to make changes and show revisions quickly. Recent project experience has indicated that this tool is particularly potent in the environmental planning process. With the advantage of 3D visuals, BDI has been able to expedite the planning and approval process, often resulting in quicker stakeholder consensus.

We recognize that with today's economic realities that for many public initiatives, including the community in the early planning stages can mean the difference between success and failure. If required, BDI is experienced and comfortable with routine activities in this important area of public service. We can develop and distribute doorknob brochures, help coordinate with the community leaders, and hold meetings in almost any venue. Because we are based out of two, well-positioned regional offices (Panama City and Pensacola), the out-of-pocket cost of attending and facilitating focused consensus-building meetings is minimal. However, our experience demonstrates that early outreach activities build critical support for projects and can play a key role in developing the most appropriate and cost-effective alternatives for the project.

Quality Assurance

The Quality Assurance (QA) process of BDI is related to the quality improvement concepts applied by many successful firms. Our point of attack is directed at the root cause of most quality breakdowns, which is a failure to train, direct, and reinforce the staff involved with the project. Our QA program begins with education and training. Staff at all levels (field crews, survey technicians, project managers, and principals) receives training on the client's goals and standards. They are instructed on the importance of a well-planned project and become a fully coordinated and knowledgeable team. Their role is inter-dependent with the roles of all other participants on the project.

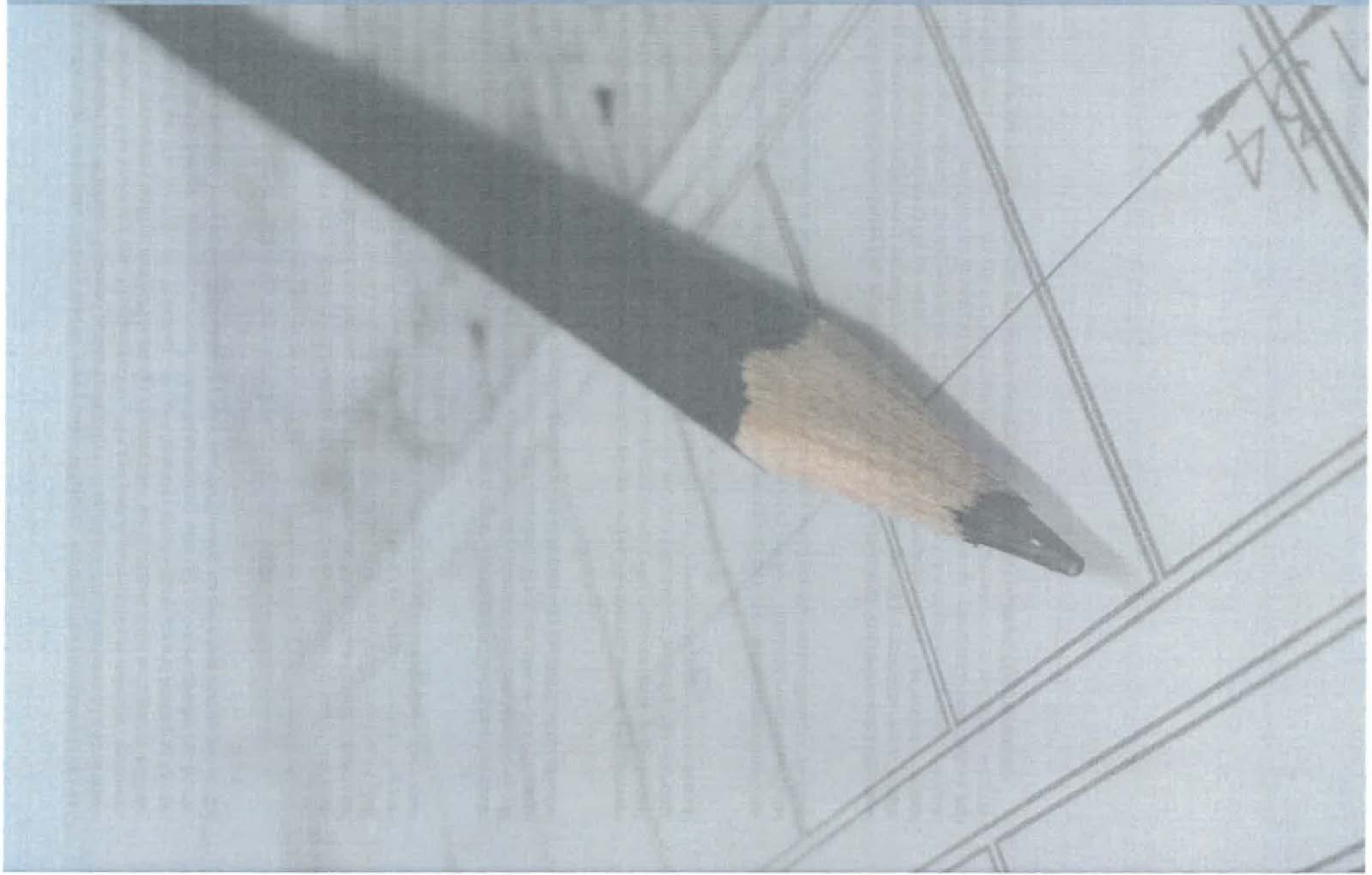
BDI is also committed to strong Quality Control (QC) processes. Our QC process is an ongoing effort throughout the entire design process; at each project stage, our submittals are formally reviewed for quality, completeness, and consistency. At the beginning of each project, the staff is provided with comprehensive QC checklists. These checklists ensure that each member of the team has reviewed their own work in all applicable areas prior to submission to the QA/QC officer for formal review and approval.

BDI's formal QC process conforms to all City of Destin standard practices and procedures. All reports, surveys, and plans are prepared and signed by their originator. Then they are checked by a peer professional, who is not otherwise involved with the project. Their independent review identifies any proposed corrections, which are then back checked by the originator, and rechecked by the peer professional to verify resolution of his original comments. The Project Manager then reviews all checked documents for consistency with the project requirements and technical adequacy.

The whole QC process employs several visual mechanisms. Red pencil denotes corrections to be made; yellow check indicates corrections have been made; a green check indicates corrections have been verified. These mechanisms verify the step-by-step input and resolution by all participants. Copies of all QC documents are kept on file and available to the client upon request.

For BDI, however, this routine of output-based QC alone is not enough to meet our standards. We believe unless the input and the operating process are also properly controlled, then no one can truly assure quality is controlled. Thus, for BDI, quality assurance begins at the front end of the process, not at the output end of production. This "front to back" method also allows a "top to bottom" approach. By implementing QC procedures throughout the duration of a project, everyone gets involved. Starting from the Crew Chief all the way to the Chief Executive, each member of this QC team plays a vital role in reviewing field notes, checking the accuracy of field measurements, MTS requirements, and satisfying scope requirements. Each staff member brings a unique perspective to a project and allows BDI to address all discrepancies.

5. References



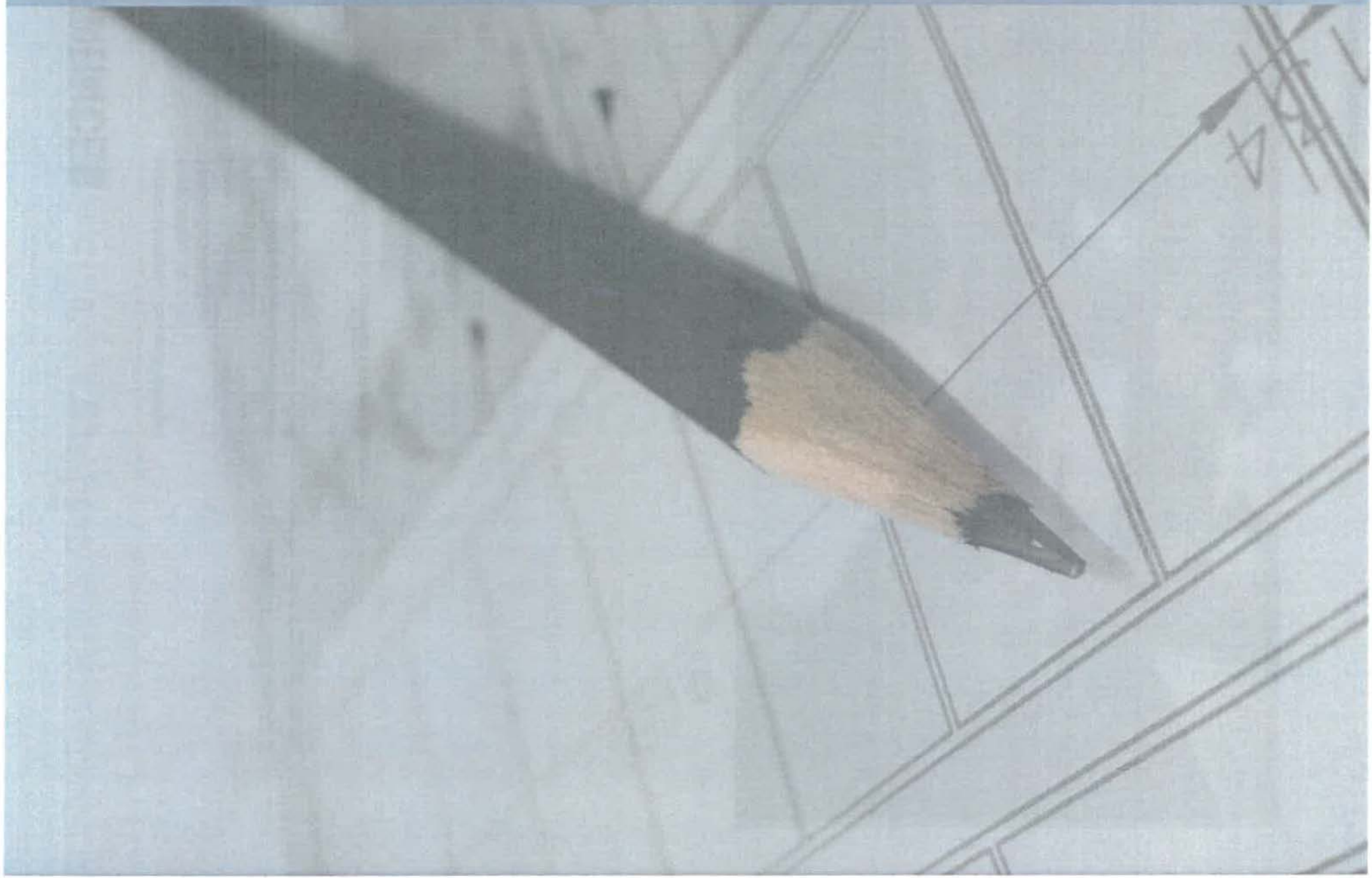
REFERENCES

Lockwood Wernet, General Manager
Destin Water Users, Inc.
14 Industrial Park Lane
Destin, FL 32541
Office: 850-837-6146
Email: lwernet@dwuinc.com

Michael Schmidt, Assistant County Engineer
Santa Rosa County
6495 Caroline Street
Milton, FL 32570
Office: 850-981-7100
Email: MichaelS@santarosa.fl.gov



6. Additional Forms



A D D E N D A

CITY OF DESTIN
FLORIDA

RFQ TITLE: **ENGINEERING AND PROFESSIONAL CONSULTING SERVICES**

RESPONDENT: **Baskerville-Donovan, Inc.**

DATE SUBMITTED: **August 15, 2019**

We propose and agree, if this submittal is accepted, to contract with the City of Destin, in the Contract Form, to furnish all material, equipment, machinery, tools, apparatus, means of transportation, construction, coordination, labor and services necessary to complete/provide the work specified by the Contract documents.

Having studied the documents prepared by:

CITY OF DESTIN

We propose to perform the work of this Project according to the Contract documents and the following addenda which we have received:

ADDENDUM NO.	DATE	ADDENDUM No.	DATE

☒ **NO ADDENDUM WAS RECEIVED IN CONNECTION WITH THIS BID**

CITY OF DESTIN, FLORIDA

REQUEST FOR PROPOSAL (RFQ) NO. 19-01-PS
"QUALIFICATIONS FOR PROFESSIONAL CONSULTING ENGINEERING SERVICES FOR THE CITY OF DESTIN"

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**

2. This sworn statement is submitted by
Baskerville-Donovan, Inc.
whose business address is **449 West Main Street, Pensacola, FL 32502**
and (if applicable) Federal Employer Identification Number (FEIN) is **590857184** (If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement:

3. My name is **T. Keith Hill** and my relationship to the entity named above is **Executive VP/Chief Operating Officer**

4. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(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(1)(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 n 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.)

J. Kevin Hill
(Signature)

Date: August 15, 2019

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 15 day of August, 2019, and is personally known to me, or has provided _____ as identification.

Notary Public

My Commission expires:

DERENA STANTON
Notary Public - State of Florida
Commission # GG 062110
My Comm Expires May 7, 2021
Bonded through National Notary Assn

CITY OF DESTIN, FLORIDA

REQUEST FOR PROPOSAL (RFQ) NO. 19-01-PS
"QUALIFICATIONS FOR PROFESSIONAL CONSULTING ENGINEERING SERVICES FOR THE CITY OF DESTIN"

DRUG-FREE WORKPLACE CERTIFICATION

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

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling rehabilitation and employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection 1.

4. In the statement specified in subsection 1., notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation occurring in the workplace no later than five (5) working days after such conviction.

5. Impose a sanction on, or require the satisfactory participation in drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

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

COMPANY: **Baskerville-Donovan, Inc.**

ADDRESS: **14101 Panama City Beach Pkwy Suite 110**

CITY: **Panama City Beach** STATE: **FL** ZIP CODE: **32413**

TELEPHONE NUMBER: **850-230-6150**

SIGNATURE: _____ DATE: **August 15, 2019**

NAME (TYPED OR PRINTED): **T. Keith Hill, P.E.**

TITLE: **Executive Vice President/Chief Opererating Officer**

CITY OF DESTIN, FLORIDA
REQUEST FOR PROPOSAL (RFQ) NO. 19-01-PS
"QUALIFICATIONS FOR PROFESSIONAL CONSULTING ENGINEERING SERVICES FOR THE CITY OF DESTIN"

CONFLICT OF INTEREST DISCLOSURE FORM

Does any City employee acting as a purchasing agent, or City public officer acting in official or private capacity or his/her spouse, or child own more that 5% of the bidder/proposer's interest?

YES _____ NO ✓

Does any City employee acting as a purchasing agent, or City public officer acting in official or private capacity hold any employment or contract with the bidder/proposer?

YES _____ NO ✓

If either question number 1 or 2 above has been answered YES, does the bidder/proposer assert any exemptions related to prohibited employment & business relationships?

YES _____ NO ✓

If YES, please describe:

_____

_____

_____

_____

FIRM NAME: Baskerville-Donovan, Inc.

BY (PRINTED): T. Keith Hill, P.E.

BY (SIGNATURE): T. Keith Hill

TITLE: Executive Vice President/Chief Operating Officer

ADDRESS: 14101 Panama City Beach Pkwy Suite 110

Panama City Beach, FL 32413

PHONE NO. 850-230-6150

E-MAIL khill@baskervilledonovan.com

CITY OF DESTIN, FLORIDA

REQUEST FOR PROPOSAL (RFQ) NO. 19-01-PS
"QUALIFICATIONS FOR PROFESSIONAL CONSULTING ENGINEERING SERVICES FOR THE CITY OF DESTIN"

LIABILITY & INDEMNIFICATION FORM

To the fullest extent permitted by law, CONSULTANT shall indemnify and hold harmless CITY, its officers and employees from liabilities, damages, losses, and costs including but not limited to reasonable attorney fees, to the extent caused by the negligence, recklessness, or intentional wrongful conduct of the CONSULTANT and other persons employed or utilized by the CONSULTANT in the performance of this Agreement.

Baskerville-Donovan, Inc.
CONSULTANT's Company Name

14101 Panama City Beach Pkwy Suite 110
Panama City Beach, FL 32413
Physical Address

14101 Panama City Beach Pkwy Suite 110
Panama City Beach, FL 32413
Mailing Address

850-230-6150
Phone Number

Cellular Number

khill@baskervilledonovan.com
Email address

Authorized Signature – Manual

T. Keith Hill, P.E.
Authorized Signature – Typed

Executive VP/Chief Operating Officer
Title

850-230-6155
FAX Number

After-Hours Number(s)

August 15, 2019
DATE

CITY OF DESTIN, FLORIDA

REQUEST FOR PROPOSAL (RFQ) NO. 19-01-PS
"QUALIFICATIONS FOR PROFESSIONAL CONSULTING ENGINEERING SERVICES FOR THE CITY OF DESTIN"

CERTIFICATION OF INDEPENDENCE AND NO CONFLICT OF INTEREST

By submitting a proposal in response to the REQUEST FOR QUALIFICATIONS for RFQ No. 19-01-PS. - QUALIFICATIONS FOR PROFESSIONAL CONSULTING ENGINEERING SERVICES FOR THE CITY OF DESTIN, the undersigned certifies the following:

1. The proposal has been developed independently, without consultation, communication or agreement with any employee or consultant to the City who has worked on the development of this RFQ, or with any person serving as a member of the evaluation committee.

2. The proposal has been developed independently, without consultation, communication or agreement with any other firm or parties for the purpose of restricting competition.

3. Unless otherwise required by law, the information found in the proposal has not been knowingly disclosed and will not be knowingly disclosed prior to the award of the contract, directly or indirectly, to any other firm.

4. No attempt has been made or will be made by (Name of Firm) to induce any other firm to submit or not to submit a proposal for the purpose of restricting competition.

5. No relationship exists or will exist during the contract period between (Name of Firm) and the City that interferes with fair competition or is a conflict of interest.

Sincerely,

J. Kyle Hall Exec. VP/COO

Name and Title

ENGINEERING AND PROFESSIONAL CONSULTING SERVICES
SCHEDULE OF SUB-CONTRACTORS

The Undersigned Consultant proposes the following major sub-consultants for the major areas of work for the Project. The Bidder is further notified that all sub-consultants shall be properly licensed, bondable and shall be required to furnish the City with a Certificate of Insurance in accordance with the contract general conditions. This page may be reproduced for listing additional sub-contractors, if required.

Name of Sub- Consultant	Address of Sub-Consultant	License No.:	Task
Sam Marshall Architects	325 S. Palafox St. Pensacola, FL 32502	AAC000293	Architecture
Geosyntec Consultants	1120 N. 12th Ave Pensacola, FL 32501	CA4321	Environmental, Hydrogeology, Solid/Hazardous Waste
HG Engineers	142 Eglin Pkwy SE Fort Walton Beach, FL 32548	CA6680	Electrical
Schmidt Consulting Group, Inc.	901 W. Garden St. Pensacola, FL 32502	CA5371	HVAC, Mechanical
Olsen Associates, Inc.	2618 Herschel St. Jacksonville, FL 32204	CA4391	Coastal
Southern Earth Sciences, Inc.	150 Industrial Park Rd. Ste. 6 Destin, FL 32541	CA3737	Geotechnical

Signature J. Karkin

Date: August 15, 2019

Title/Company Executive VP/Chief Operating Officer –Baskerville-Donovan, Inc.

The City reserves the right to reject any sub-contractor who has previously failed in the proper performance of an award, or failed to deliver on time contracts in a similar nature, or who is not responsible(financial capability, lack of resources, etc.) to perform under this award. The City reserves the right to inspect all facilities of any sub-contractor in order to make a determination as to the foregoing.

STATE OF FLORIDA PROFESSIONAL LICENSES CORPORATE

Baskerville-Donovan, Inc.


Ron DeSantis, Governor

Halsey Beshears, Secretary

dbpr

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

BOARD OF PROFESSIONAL ENGINEERS

THE ENGINEERING BUSINESS HEREIN IS AUTHORIZED UNDER THE PROVISIONS OF CHAPTER 471, FLORIDA STATUTES

BASKERVILLE-DONOVAN INC
449 W MAIN ST
PENSACOLA FL 32502

LICENSE NUMBER: CA340
EXPIRATION DATE: FEBRUARY 28, 2021
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Sam Marshall Architects


Ron DeSantis, Governor

Halsey Beshears, Secretary

dbpr

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

BOARD OF ARCHITECTURE & INTERIOR DESIGN

THE ARCHITECT CORPORATION HEREIN IS CERTIFIED UNDER THE PROVISIONS OF CHAPTER 481, FLORIDA STATUTES

SAM MARSHALL ARCHITECTS P A
225 S PALAFOX ST
PENSACOLA FL 325015929

LICENSE NUMBER: AAC000293
EXPIRATION DATE: FEBRUARY 28, 2021
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Olsen Associates, Inc.


Ron DeSantis, Governor

Halsey Beshears, Secretary

dbpr

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

BOARD OF PROFESSIONAL ENGINEERS

THE ENGINEERING BUSINESS HEREIN IS AUTHORIZED UNDER THE PROVISIONS OF CHAPTER 471, FLORIDA STATUTES

OLSEN ASSOCIATES, INC.
2618 HERSCHEL ST
JACKSONVILLE FL 32204

LICENSE NUMBER: CA3491
EXPIRATION DATE: FEBRUARY 28, 2021
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Schmidt Consulting Group, Inc.


RICK SCOTT, GOVERNOR

JONATHAN ZACHEM, SECRETARY

dbpr

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

BOARD OF PROFESSIONAL ENGINEERS

THE ENGINEERING BUSINESS HEREIN IS AUTHORIZED UNDER THE PROVISIONS OF CHAPTER 471, FLORIDA STATUTES

SCHMIDT CONSULTING GROUP, INC.
901 W. GARDEN STREET
PENSACOLA FL 32502

LICENSE NUMBER: CA5373
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Geosyntec Consultants, Inc.


Ron DeSantis, Governor

Halsey Beshears, Secretary

dbpr

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

BOARD OF PROFESSIONAL ENGINEERS

THE ENGINEERING BUSINESS HEREIN IS AUTHORIZED UNDER THE PROVISIONS OF CHAPTER 471, FLORIDA STATUTES

GEOSYNTEC CONSULTANTS, INC.
900 BROKEN SOUND PKY NW #200
BOCA RATON FL 33487-2775

LICENSE NUMBER: CA321
EXPIRATION DATE: FEBRUARY 28, 2021
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Southern Earth Sciences, Inc.


RICK SCOTT, GOVERNOR

JONATHAN ZACHEM, SECRETARY

dbpr

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

BOARD OF PROFESSIONAL ENGINEERS

THE ENGINEERING BUSINESS HEREIN IS AUTHORIZED UNDER THE PROVISIONS OF CHAPTER 471, FLORIDA STATUTES

SOUTHERN EARTH SCIENCES INC
PO BOX 160749
MOBILE AL 36616

LICENSE NUMBER: CA3737
EXPIRATION DATE: FEBRUARY 28, 2021
Always verify licenses online at MyFloridaLicense.com

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FDOT

Florida Department of Transportation

RON DESANTIS
GOVERNOR

605 Suwannee Street
Tallahassee, FL 32399-0450

KEVIN J. THIBAULT, P.E.
SECRETARY

July 23, 2019

T. Keith Hill, Executive VP/COO
BASKERVILLE-DONOVAN, INC.
449 West Main Street
Pensacola, Florida 32501

Dear Mr. Hill:

The Florida Department of Transportation has reviewed your application for prequalification package and determined that the data submitted is adequate to technically prequalify your firm for the following types of work:

Group 3 - Highway Design - Roadway

- 3.1 - Minor Highway Design
- 3.2 - Major Highway Design

Group 4 - Highway Design - Bridges

- 4.1.1 - Miscellaneous Structures
- 4.1.2 - Minor Bridge Design

Group 7 - Traffic Operations Design

- 7.1 - Signing, Pavement Marking and Channelization
- 7.2 - Lighting
- 7.3 - Signalization

Group 8 - Survey and Mapping

- 8.1 - Control Surveying
- 8.2 - Design, Right of Way & Construction Surveying
- 8.4 - Right of Way Mapping

Group 10 - Construction Engineering Inspection

- 10.1 - Roadway Construction Engineering Inspection
- 10.4 - Minor Bridge & Miscellaneous Structures CEI

Group 13 - Planning

- 13.6 - Land Planning/Engineering

Group 15 - Landscape Architect

Your firm is now technically prequalified with the Department for Professional Services in the above referenced work types. The overhead audit has been accepted, and your firm may pursue projects in the referenced work types with fees of any dollar amount. This status shall be valid until June 30, 2020 for contracting purposes.

Approved Rates

Home/ Branch Overhead	Facilities Capital Cost of Money	Premium Overtime	Reimburse Actual Expenses	Home Direct Expense
176.41%	0.455%	Reimbursed	No	15.86%

Per Title 23, U.S. Code 112, there are restrictions on sharing indirect cost rates. Refer to Code for additional information.

Should you have any questions, please feel free to contact me by email at carliayn.kell@dot.state.fl.us or by phone at 850-414-4597.

Sincerely,

Carliayn Kell
Professional Services
Qualification Administrator



BASKERVILLE-DONOVAN, INC.
ENGINEERING THE SOUTH SINCE 1927

BASKERVILLE-DONOVAN, INC.
Innovative Infrastructure Solutions

2019 BILLING RATES

CATEGORY	RATE
Intern/Co-Op	$ 50.00
Receptionist/Office Admin	$ 65.00
Office Administrator	$ 70.00
Systems Administrator	$ 70.00
Information Technology Director	$ 175.00
Rodman/Chainman	$ 50.00
Instrument Man	$ 55.00
Party Chief	$ 65.00
Survey Manager	$ 160.00
Project Representative	$ 100.00
Draftsman/Technician I	$ 65.00
Draftsman/Technician II	$ 75.00
Draftsman/Technician III	$ 85.00
Engineer Intern I	$ 90.00
Engineer Intern II	$ 110.00
Engineer I	$ 130.00
Engineer II	$ 140.00
Engineer III	$ 150.00
Engineer III/PM	$ 160.00
Senior Landscape Architect	$ 180.00
Senior Engineer	$ 180.00
VP/Senior Engineer/PM	$ 200.00
Customer Service/Marketing Manager	$ 200.00
Senior Executive	$ 250.00

Exhibit B

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 11/11/2019

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

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

PRODUCER Sihle Insurance Group, Inc. 1700 West Main Street Suite 300 Pensacola FL 32502	**CONTACT NAME:** Alice Pousson **PHONE (A/C, No, Ext):** 850-332-5458 Ext. 1924 **FAX (A/C, No):** 850-607-2060 **E-MAIL ADDRESS:** Apousson@sihle.com
INSURED BASKINC-01 Baskerville-Donovan Inc. 449 W Main Street Pensacola FL 32502	**INSURER(S) AFFORDING COVERAGE** — **NAIC #** **INSURER A :** Westfield Insurance Group — 24112 **INSURER B :** FFVA Mutual Ins Co — 10385 **INSURER C :** Continental Casualty — 20443 **INSURER D :** Transportation Insurance Company — 20494 **INSURER E :** Continental Insurance Company **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 951025105 **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	
D	X **COMMERCIAL GENERAL LIABILITY** CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY [X] PRO-JECT [ ] LOC OTHER:			5091275910	9/1/2019	9/1/2020	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$ 1,000,000 $ 100,000 $ 15,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
A	**AUTOMOBILE LIABILITY** X ANY AUTO OWNED AUTOS ONLY [ ] SCHEDULED AUTOS X HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY			CWP0684938	9/1/2019	9/1/2020	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) PIP	$ 1,000,000 $ $ $ $ 10,000
E	X **UMBRELLA LIAB** X OCCUR **EXCESS LIAB** CLAIMS-MADE DED X RETENTION $ 10,000			4027179086	9/1/2019	9/1/2020	EACH OCCURRENCE AGGREGATE $	$ 5,000,000 $ 5,000,000 $
B	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] N / A **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below			WC8400023586	1/1/2019	1/1/2020	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
C D	Professional Liability Contractors Equipment	N N	N N	AEH276170839 4027179184	1/29/2019 9/1/2019	1/29/2020 9/1/2020	Professional Liabilit Leased & Rented Max per item	2,000,000 50,000 25,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
City of Destin is included as additional insured with regards to the general liability coverage when required by written contract.

CERTIFICATE HOLDER

City of Destin
4200 Indian Bayou Trail
Destin FL 32541

CANCELLATION

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

AUTHORIZED REPRESENTATIVE



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BASKERVILLE-DONOVAN V.6315

JAN 2020 COUNCIL DIRECTIVE FOR UP TO $15,000 IN SURVEY EXPENDITURES

INV DATE	INV#	CHECK NO	INVOICE NET	INVOICE DESCRIPTION
9/3/2020	124984	110209	$ 13,320.00	SUBMERGED LAND LEASE NORRIEGO POINT
9/3/2020	125431	110375	$ 3,150.00	PREPARATION OF MHWL SURVEY E SIDE OF NORRIEGO POIN
			$ 16,470.00	***FY 2020 (LAST YEAR BUDGET)***
11/3/2020	125908	110545	$ 1,065.00	NORRIEGO POINT SUBMERGED LAND SURVEY
12/2/2020	95658		$ 5,592.50	NORREIGO POINT MODS TO LAND LEASE SURVEY
1/5/2021	95706		$ 3,790.00	NORREIGO POINT REVIEW SURVEYS AND DEEDS
			$ 10,447.50	***FY 2021 BUDGET***
			$ 26,917.50	**PROJECT GRAND TOTAL**

BASKERVILLE-DONOVAN, INC.
Innovative Infrastructure Solutions

449 West Main Street
Pensacola, Florida 32502
Phone: 850.438.9661
Fax: 850.433.6761

INVOICE

September 3, 2020

Invoice No. 95492
BDI Project No. 48202.01

BDI Project: Norriego Point
Destin, FL

Mr. Michael Burgess, Public Works Director
City of Destin
4200 Indian Bayou Trial
Destin, FL 32541

accountspayable@cityofdestin.com
pwadmin@cityofdestin.com
mburgess@cityofdestin.com

DESCRIPTION OF SERVICES

Preparation of Submerged Land Lease

Professional Services for the period through August 31, 2020

TOTAL AMOUNT DUE THIS INVOICE **$13,320.00**

Thank you for allowing us to serve you. We appreciate your business.

RECEIVED
SEP - 8 2020
FINANCE

Please remit payment to:

Baskerville-Donovan, Inc.
449 West Main Street
Pensacola, FL 32502

Phone: (850) 438-9661

OK TO PAY
PO# — VENDOR# 6315
AMOUNT $13,320.00
ORG 015111O OBJ 531000
PROJECT
APPROVER / DATE 9/10/20

BASKERVILLE-DONOVAN, INC.
Innovative Infrastructure Solutions

449 West Main Street
Pensacola, Florida 32502
Phone: 850.438.9661
Fax: 850.433.6761

INVOICE

September 30, 2020

Invoice No. 95593
BDI Project No. 48203.01

Task Order: A portion of the East Side of Norriego Point
Destin, Florida

Michael G. Burgess MS, PH, CSM, CFM
Director of Public Services & Emergency Manager
City of Destin
4200 Indian Bayou Trail
Destin, FL 32541

accountspayable@cityofdestin.com
pwadmin@cityofdestin.com
mburgess@cityofdestin.com

DESCRIPTION OF SERVICES

Preparation of MHWL Survey

Professional Services for the period through September 30, 2020

TOTAL AMOUNT DUE THIS INVOICE **$3,150.00**

RECEIVED
OCT - 9 2020
FINANCE

Thank you for allowing us to serve you. We appreciate your business.

Please remit payment to:

Baskerville-Donovan, Inc.
449 West Main Street
Pensacola, FL 32502

Phone: (850) 438-9661

OK TO PAY
PO# — VENDOR# 6315
AMOUNT $3150.00
ORG 015111O OBJ 531000
PROJECT
APPROVER / DATE 10/13/20

BASKERVILLE-DONOVAN, INC.
Innovative Infrastructure Solutions

449 West Main Street
Pensacola, Florida 32502
Phone: 850.438.9661
Fax: 850.433.6761

INVOICE

November 3, 2020

Invoice No. **95600**
BDI Project No. **48202.01**

BDI Project: Norriego Point
Destin, FL

Mr. Michael Burgess, Public Works Director
City of Destin
4200 Indian Bayou Trial
Destin, FL 32541

accountspayable@cityofdestin.com
pwadmin@cityofdestin.com
mburgess@cityofdestin.com

DESCRIPTION OF SERVICES

Additional Services

Deed Reviewing and Plotting
Preparation of Submerged Land Survey - IN PROGRESS

Professional Services for the period through October 31, 2020

CADD Technician	5.00	$75.00	$375.00
Professional Surveyor	4.00	$160.00	$640.00
Admin Assistant	1.00	$50.00	$50.00

TOTAL AMOUNT DUE THIS INVOICE **$1,065.00**

RECEIVED
NOV - 4 2020
FINANCE

Thank you for allowing us to serve you. We appreciate your business.

OK TO PAY
PO# — VENDOR# 6315
AMOUNT $1,065.00
ORG 015110 OBJ 531000
PROJECT
APPROVER / DATE RTS 11/5/20

Please remit payment to:

Baskerville-Donovan, Inc.
449 West Main Street
Pensacola, FL 32502

Phone: (850) 438-9661

BASKERVILLE-DONOVAN, INC.
Innovative Infrastructure Solutions

449 West Main Street
Pensacola, Florida 32502
Phone: 850.438.9661
Fax: 850.433.6761

INVOICE

December 2, 2020

Invoice No. **95658**
BDI Project No. **48202.01**

BDI Project: Norriego Point
Destin, FL

Mr. Michael Burgess, Public Works Director
City of Destin
4200 Indian Bayou Trial
Destin, FL 32541

accountspayable@cityofdestin.com
pwadmin@cityofdestin.com
mburgess@cityofdestin.com

DESCRIPTION OF SERVICES

Additional Services

Modifications to Submerged Land Lease
Deed Reviews, Research and Plotting
Telephone Conference

Professional Services for the period through November 30, 2020

CADD Technician	35.50	$75.00	$2,662.50
Professional Surveyor	18.00	$160.00	$2,880.00
Admin Assistant	1.00	$50.00	$50.00

TOTAL AMOUNT DUE THIS INVOICE **$5,592.50**

Thank you for allowing us to serve you. We appreciate your business.

Please remit payment to:

Baskerville-Donovan, Inc.
449 West Main Street
Pensacola, FL 32502

Phone: (850) 438-9661

OK TO PAY
PO# — VENDOR# 6315
AMOUNT $5592.50
ORG 015111O OBJ 531000
PROJECT
APPROVER / DATE

RECEIVED
DEC - 7 2020
FINANCE

BASKERVILLE-DONOVAN, INC.
Innovative Infrastructure Solutions

449 West Main Street
Pensacola, Florida 32502
Phone: 850.438.9661
Fax: 850.433.6761

INVOICE

January 5, 2021

Invoice No. **95706**
BDI Project No. **48202.01**

BDI Project: Norriego Point
Destin, FL

Mr. Michael Burgess, Public Works Director
City of Destin
4200 Indian Bayou Trial
Destin, FL 32541

accountspayable@cityofdestin.com
pwadmin@cityofdestin.com
mburgess@cityofdestin.com

DESCRIPTION OF SERVICES

Additional Services

Review of Surveys and Deeds
Review and responses to email queries
Telephone Conference
Council Meeting

Professional Services for the period through December 31, 2020

	HOURS	RATE	TOTAI
CADD Technician	24.00	$75.00	$1,800.00
Professional Surveyor	9.00	$160.00	$1,440.00
Admin Assistant	1.00	$50.00	$50.00
CEO	2.00	$250.00	$500.00

TOTAL AMOUNT DUE THIS INVOICE **$3,790.00**

RECEIVED
JAN - 8 2021
FINANCE

Thank you for allowing us to serve you. We appreciate your business.

OK TO PAY
P.O.# — VENDOR# 6315
AMOUNT $3790.00
ACCT 015111O OBJ 531000
PROJECT
APPROVER / DATE

Please remit payment to:

Baskerville-Donovan, Inc.
449 West Main Street
Pensacola, FL 32502

Phone: (850) 438-9661

CITY OF DESTIN Internal Budget Transfer Form

Fiscal Year	2021	Short Decription	Norriego Point Survey	Entity Code	1
Period	5	Effective Date	2/16/2021	Amendment Type*	1
Ref 1	BUA	Budget Year Code	1	Budget Projection Inclusion	One Time
Ref 2	ADJ				

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

ORG	OBJECT	PROJECT	LINE DESCRIPTION	(I)ncrease (D)ecrease	AMOUNT	CURRENT AVAILABLE BUDGET	REVISED AVAILABLE BUDGET
0151110 CITY COUNCIL	531000 PROVESSIONAL SVCS		TXFR FOR NORRIEGO POINT SURVEY	I	$ 10,447.50	$ -	$ 10,447.50
0151110 CITY COUNCIL	599000 CONTINGENCIES		TXFR FOR NORRIEGO POINT SURVEY	D	$ 10,447.50	$ 15,250.00	$ 4,802.50

	Initials	Date
Created by:	____	____
Entered by:	____	____
Approved by:	____	____

Note
Council directed staff to complete a survey of Norreigo Point for a submerged land lease application.

FOR 2021 13

		ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
01 GENERAL FUND								
0151110 CITY COUNCIL								
01 -51-511-10-00-531000-	PROFESSIONAL SERVICES	0	14,750	8,440.00	.00	7,375.00	-1,065.00	107.2%*
01 -51-511-10-00-534000-	CONTRACT SERVICES	16,000	16,000	3,436.25	.00	.00	12,563.75	21.5%
01 -51-511-10-00-540000-	TRAVEL/PER DIEM	13,100	13,100	146.00	.00	.00	12,954.00	1.1%
01 -51-511-10-00-546000-	REPAIRS AND MAINTENANCE	1,000	1,000	.00	.00	.00	1,000.00	.0%
01 -51-511-10-00-547000-	PRINTING AND BINDING	800	800	.00	.00	.00	800.00	.0%
01 -51-511-10-00-548000-	PROMOTIONAL ACTIVITIES	34,000	34,000	5,830.00	.00	.00	28,170.00	17.1%
01 -51-511-10-00-552000-	OPERATING SUPPLIES	19,700	19,700	7,618.94	.00	.00	12,081.06	38.7%
01 -51-511-10-00-554000-	BOOKS, SUBS, MEMBERSHIPS	6,675	6,675	4,305.00	.00	.00	2,370.00	64.5%
01 -51-511-10-00-599000-	CONTINGENCIES	30,000	15,250	.00	.00	.00	15,250.00	.0%
TOTAL CITY COUNCIL		121,275	121,275	29,776.19	.00	7,375.00	84,123.81	30.6%
TOTAL GENERAL FUND		121,275	121,275	29,776.19	.00	7,375.00	84,123.81	30.6%
TOTAL EXPENSES		121,275	121,275	29,776.19	.00	7,375.00	84,123.81	
GRAND TOTAL		121,275	121,275	29,776.19	.00	7,375.00	84,123.81	30.6%

** END OF REPORT - Generated by Krystal Strickland **

Need $10 447.50
to cover Basherville Donovan
Norrego Point Survey invoices

BASKERVILLE-DONOVAN V.6315

JAN 2020 COUNCIL DIRECTIVE FOR UP TO $15,000 IN SURVEY EXPENDITURES

INV DATE	INV#	CHECK NO	INVOICE NET	INVOICE DESCRIPTION
9/3/2020	124984	110209	$ 13,320.00	SUBMERGED LAND LEASE NORRIEGO POINT
9/3/2020	125431	110375	$ 3,150.00	PREPARATION OF MHWL SURVEY E SIDE OF NORRIEGO POIN
			$ 16,470.00	***FY 2020 (LAST YEAR BUDGET)***
11/3/2020	125908	110545	$ 1,065.00	NORRIEGO POINT SUBMERGED LAND SURVEY
12/2/2020	95658		$ 5,592.50	NORREIGO POINT MODS TO LAND LEASE SURVEY
1/5/2021	95706		$ 3,790.00	NORREIGO POINT REVIEW SURVEYS AND DEEDS
			$ 10,447.50	***FY 2021 BUDGET***
			$ 26,917.50	**PROJECT GRAND TOTAL**

Budget Impact

	FY2021 BUDGET
0151110-531000 CITY COUNCIL-PROFESSIONAL SVCS	$ -
FY21 Adopted Budget*	-
Internal Transfer	10,448
Previous Expenses/Encumbrances	1,065
Available Program Budget	9,383
This Agreement	9,383
FY21 Remaining Program Budget	$ -

*Includes Encumbrances rolled forward

ACTION AGENDA
REGULAR MEETING
DESTIN CITY COUNCIL
JULY 20, 2020
ANNEX COUNCIL CHAMBERS

AGENDA APPROVAL

- **Add "Norriego Point Survey" on the agenda as item 7B(1)**
- **Add presentation from Mr. John McGee under CITY MANAGER REPORT**
- **Motion to approve the agenda, as amended, passed 7-0.**

1. APPROVAL OF MINUTES

A. Approval of minutes of July 6, 2020 Regular City Council Meeting

Motion to approve minutes of July 6, 2020 Regular City Council Meeting passed 7-0.

B. Approval of minutes of June 29, 2020 City Council Budget Workshop

Motion to approve minutes of June 29, 2020 City Council Budget Workshop passed 7-0.

C. Approval of minutes of May 18, 2020 Regular City Council Meeting

Motion to approve minutes of May 18, 2020 Regular City Council Meeting passed 7-0.

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

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

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

4. CITY MANAGER REPORTS

A (1) Mr. John McGee – Board Chairman, First City Bank

Motion to instruct the Land Use Attorney to conduct some due diligence on the property at 363 Harbor Blvd and bring back some proposals for appraisal passed 7-0.

(2) Financial Advisor

Motion to allow the City Manager to engage Ford & Associates at an amount not to exceed $10,000 per year plus reasonable expenses and to exempt this procurement from competitive bid requirements in accordance with Section K of the City's Purchasing Manual passed 7-0.

B. Compass (Energov) Project Update and Support Request

Motion to accept the recommended internal budget transfers within the IT Department to cover the amount necessary for additional consulting services to move the COMPASS / ENERGOV project forward as quickly as possible in an amount not to exceed $24,320 passed 7-0.

C. Establish the FY2020 Tentative Millage Rate and Budget Public Hearing Dates

Motion to set the tentative millage rate for ad valorem taxes at 1.6150 mills, which is more than the roll-back rate of 1.5491 mills and confirm the date and times of the public hearings for the FY 2021 Budget on September 8th and September 21st, 2020 at 6:00 PM.

D. Restriping of Calhoun Ave and Sibert Ave, authorization to issue task order

Motion to authorize the City Manager to execute a task order to Emerald Coast Striping to install new roadway markings on Calhoun Avenue and Sibert Avenue in an amount not to exceed $60,396.00 passed 7-0.

Councilmember Marler requested that a pothole be repaired beforehand.

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

Motion to authorize the City Manager to execute a tasks order with D&D Air Conditioning, Heating & Electrical Services to install Indoor Air Quality Units at four City facilities in an amount not to exceed $18,140.40 passed 7-0.

F. Direction on Future COVID-19 Measures

Motion to send a letter, signed by the Mayor, to the Okaloosa Board of County Commissioners encouraging them to develop a face mask policy, at which point the City would decide whether to adopt the policy passed 7-0.

F. Announcements:

1. Several inquiries received regarding US Hwy 98 widening project. There are 370 days left on the contract. FDOT is considering putting in a performance incentive in the contract to provide financial incentive for an earlier completion of the project, possibly as early as spring 2021.

2. A workshop to discuss DFCD potential use of a portion of Clement Taylor Park is currently scheduled for Monday July 27th. With the current COVID19 trends is this still ok with the Council or would you like to postpone?

Motion to postpone the workshop on Clement Taylor Park and instruct the City Manager to bring back potential workshop dates in late August at the next Council meeting passed 7-0.

Councilmember Menchel asked staff to tape off the footprint of proposed firehouse location at Clement Taylor Park and advertise it prior to the workshop so that people can physically go out to the park location and see it to help avoid misinformation.

Councilmember Braden recommends marking off all spaces the fire department will occupy to include parking areas, driveways, etc.

Councilmember Marler recommends staff contacts the fire department and requests some assistance in mapping out the areas in question.

3. We are operating on skeleton crews at City Hall and the City Hall Annex. We encourage the public to utilize our online services and to be patient as we try to keep up with priority services.

5. PUBLIC HEARINGS

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

Motion to adopt Ordinance 20-21-CN on second reading passed 7-0.

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

Motion to adopt Ordinance 20-22-CN on second reading passed 7-0.

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

Motion to adopt Ordinance 20-23-LC on second reading passed 7-0.

6. *CONSENT AGENDA

A. Health Plan & Ancillary Benefits Renewal
B. Property & Casualty Insurance Renewals FY21
C. Extensions 13 and 14 to the COVID 19 Amended Declaration of State of Emergency
D. Milling, Resurfacing and Restriping of Holly Street, Melvin Street, Winton Court, a portion of Indian Bayou Trail and Twin Lakes Lane

E. Disaster Recovery Services (Crowder-Gulf), authorization to renew contract
F. Disaster Recovery Services (TFR, Inc.), authorization to renew contract
G. Quarterly Reports from Raymond James and Benjamin Edwards
H. Proposed Bert Harris Settlement Agreement for 100 Sandprint Circle
I. Proposed Bert Harris Settlement Agreement for 104 Sandprint Circle

Consent Agenda items 6E and 6F pulled for discussion.

Motion to approve Consent Agenda items 6A thru 6D, and 6G thru 6I passed 7-0.

Motion to approve Consent Agenda items 6E and 6F passed 7-0.

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

A. Councilmember Braden

B. Councilmember Ramswell

When the newspapers print the results of COVID-19 testing, Destin is listed under both Walton County and Okaloosa County, with different data.

(1) Norriego Point Survey

Motion to ask the surveyor to increase the area of the survey using the Quit Claim Deed from 2006 and a Special Warrantee Deed from 2016; and for the Council to approve any additional costs above the initial survey fee of $3,320 passed 6-1; with Councilmember Marler dissenting.

C. Councilmember Menchel

1) City of Destin Complaint Process/Protocol/Standard Operating Procedures

Motion to direct the City Attorney and/or staff members contact Mr. Jeff McGinnis, Okaloosa County School Board Attorney, and work with him to immediately update the City's policy and procedures regarding external complaints received and investigative procedures passed 7-0.

Councilmember Menchel requests an update be given at each Council meeting as staff moves forward with updating this document.

2) Complaints received by the City Manager and City Council Required actions to be taken

a) Matthew Trammell

Motion that the allegation received be forwarded to the Florida Board of Professional Engineers and to the State Attorney for their evaluation and action if required, failed 2-5 (Council members Menchel and Ramswell voted "yes", Council members Morgan, Destin, Marler, Overdier and Braden voted "no").

b) Kyle Bauman

It was the consensus of the Council to wait until after the result of the independent review being conducted by a firm hired by Anchors Smith Grimsley. If the Council is not satisfied with the result of that review, the City can recommend an independent investigator to Anchors Smith Grimsley to conduct an independent review of the situation paid for by the firm and provide the results to the Council.

James Lee Park continues to be destroyed by illegal parking despite the City's efforts to obtain assistance from the County.

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

Place the topic "Council meeting start time" under his name on the next agenda and discuss changing the meeting time to 5:30 PM.

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

8. PUBLIC COMMENTS

ADJOURNMENT: 9:00 PM

ITEM # 2020-2207

CITY OF DESTIN

AGENDA ITEM

COUNCIL MEETING DATE: February 16, 2021
TYPE OF AGENDA ITEM: Consent Agenda

TO: City Council

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

FROM: Michael Burgess, Public Services Director

DATE: 02/09/2021

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

---

I. BACKGROUND: The City of Destin's FY21 budget included a Renewal and Replacement funding for the resurfacing and restriping of City owned streets. This item is for the resurfacing and restriping of a section of Beach Drive (Kelly Street to Calhoun Avenue), a portion of Calhoun Avenue and Cross Street. As this item is over $15,000, Council authorization is required.

II. DISCUSSION: This highly traveled section of Beach Drive-Calhoun Ave-Cross St (~7750ft) is experiencing rutting as well as longitudinal and transverse cracking, typical signs of asphalt aging. Asphalt failures of this nature allow for rainwater to enter and compromise the road's base and/or underlying layer of pavement. Normal pavement preservation techniques available to City staff cannot adequately address or repair these type of failures to a level that would be generally acceptable functionally or aesthetically. A map of the project area is included as ATT1.

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

B. Effect on Budget (EOB): The quote from H&T Contractors LLC for $376,933.50 provides for the milling and resurfacing of Beach Drive, a portion of Calhoun Avenue and Cross Street (see map, ATT1). Billing will be based on actual quantities. Though the quote from H&T does not specifically mention Cross Street, it was included in the quantities for this bid.

The City has received a quote to re-stripe the section of Beach Drive and a portion of Calhoun Avenue in the amount of $39,700.20 from Emerald Coast Striping (ATT3). Again, billing will be based on actual quantities. Striping will be installed approximately two weeks after the new asphalt has been applied so that the asphalt may cure (FDOT Standard).

The contracts (ATT2 & ATT3) and project bid sheets (ATT4 & ATT5) for both vendors are provided.

Total project cost is $416,633.70.

Budget Impact

	30054312 GAS TAX#1	30058585 GF FOR RR	TOTAL
565000-RR054 CAPITAL PROJECT-ROADS	$ 468,000	$ 55,513	$ 523,513
FY21 Adopted Budget*	468,000	55,513	523,513
Previous Expenses/Encumbrances	87,542	7,923	95,465
Available Program Budget	380,458	47,590	428,048
This Agreement	380,458	36,176	416,634
FY21 Remaining Program Budget	$ 0	$ 11,414	$ 11,414

*Includes Encumbrances rolled forward

C. Level of Service (LOS): The paved surface will remain the same width. New striping will be provided and retro-reflective markers installed improving night-time visibility of the road's center and edges. Stop bars, crosswalks and bike lane markings will be applied at approximately the same time as the long lines.

III. CONCLUSION: By giving authorization to perform this work, staff will coordinate with both continuing service contractors to have this work completed before the summer season.

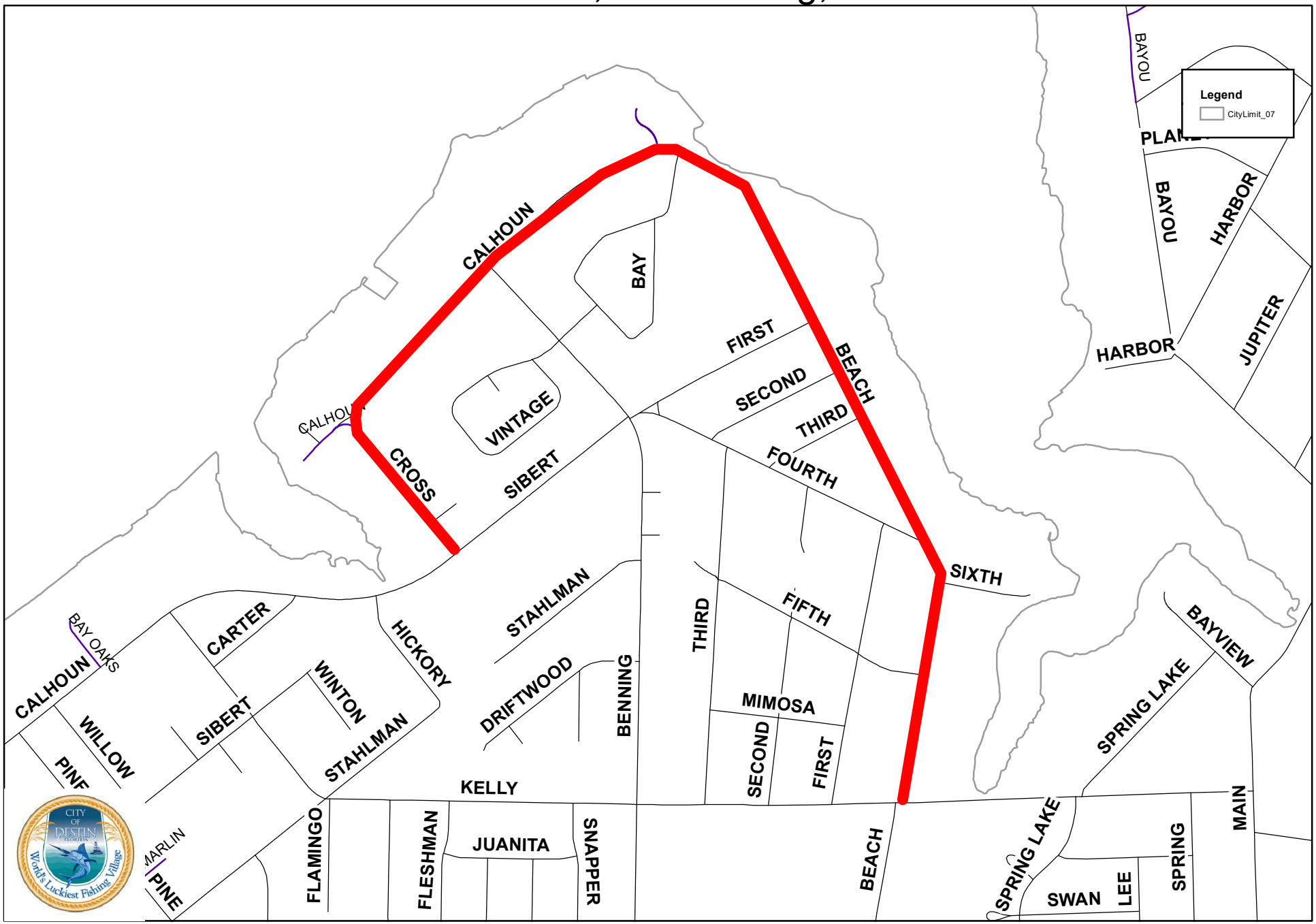
IV. RECOMMENDED MOTION: I authorize the City Manager to execute a task order consistent with the quotes from H&T Contractors LLC and Emerald Coast Striping to mill, resurface and re-stripe portions of Beach Drive, Calhoun Avenue, and Cross Street in the amount of $416,633.70.

Attachments:

1. ATT1: FY21 Resurfacing Map 021120

2. ATT2: HT Contractors LLC Misc Asphaltic Services Contract
3. ATT3: Emerald Coast Striping LLC Misc Road Striping Contract
4. ATT4: Beach, Calhoun & Cross Resurfacing Quote
5. ATT5: Destin Beach-Calhoun to Cross striping Quote

Beach Dr - Calhoun Ave - Cross St, Resurfacing, FY21



CONTRACT EXTENSION AGREEMENT

This agreement dated the First day of November 2019 is between the City of Destin, Florida, a Florida municipal corporation, of 4200 Indian Bayou Trail, Destin, Florida, 32541 and H & T Contractor's, LLC. The purpose of this agreement is to extend for one year a contract for services dated December 20, 2017 between the City of Destin and H & T Contractor's, LLC to provide miscellaneous asphaltic services for the City.

The following provision amends the contract of the parties and is binding upon them:

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

It is expressly agreed by the parties that this contract is an extension to the Contract dated December 20, 2017 and the original is made a part hereof as though expressly rewritten, incorporated, and included herein. **This is the 2nd of 4 possible extensions.**

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

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

Witnesses:

(Signature)

(Signature)

CITY OF DESTIN

By: _____
Lance Johnson
City Manager

ATTEST: _____
REY BAILEY
City Clerk

CITY OF DESTIN SEAL FLORIDA

Witnesses:

D. Forehand
(Signature)

H & T Contractor's, LLC

By: Heather Bailey
(Signature)

Heather Bailey, MGRM
(Name &Title)

ATTEST:

(Signature)

(Signature)

(Name &Title)

Distribution: 1 Original to – City Clerk, Vendor
1 Copy to – PS, Fin, Attorney

CITY OF DESTIN, FLORIDA

REQUEST FOR BIDS (RFB) NO. 18-01-PS

MISCELLANEOUS ASPHALTIC CONCRETE CONTINUING SERVICES CONTRACT

City of Destin, Florida
August 2017

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

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

PART I Bid submitted by:

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

Address: 376 Ben King Road

City & State: Freeport, Florida Zip Code: 32439

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

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

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

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

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

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

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

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

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

PART III Certifications:

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

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

Signature and Certification:

Name and Title of Authorized Representative: Heather Bailey, Managing Member
(Print or Type)

Signature: Heather Bailey

Date of Bid: September 14, 2017

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

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

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

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

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

END OF BID FORM

Conceptual Quantities for Typical Asphalt Paving Project

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

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

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

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

SOD & EROSION CONTROL	QTY	UNIT
Soding	700	SY
Fill Dirt provided, delivered, spread and compacted on grade	120	CY
Hay Bales	20	EA
Swale Installaion (grading)	75	CY
Silt Fence	2200	LF

MISCELLANEOUS	QTY	UNIT
Irrigation heads	50	EA
Manhole Adjustment	6	EA
Valve Box Adjustment	10	EA
Irrigation Piping	1300	LF

ATTACHMENT #1

CITY OF DESTIN, FLORIDA

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

MISCELLANEOUS ASPHALTIC CONCRETE CONTINUING SERVICES CONTRACT

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

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

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

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

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

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

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

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

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

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

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

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 n management of an entity.

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

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

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

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

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

Heather Bailey
(Signature)

Date: September 14, 2017

STATE OF FLORIDA
COUNTY OF WALTON

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

Janice Wilson
Notary Public

My Commission expires:

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

ATTACHMENT #2

CITY OF DESTIN, FLORIDA

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

MISCELLANEOUS ASPHALTIC CONCRETE CONTINUING SERVICES CONTRACT

DRUG-FREE WORKPLACE CERTIFICATION

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

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling rehabilitation and employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection 1.

4. In the statement specified in subsection 1., notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation occurring in the workplace no later than five (5) working days after such conviction.

5. Impose a sanction on, or require the satisfactory participation in drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

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

COMPANY: H&T Contractors, LLC

ADDRESS: 376 Ben King Road

CITY: Destin STATE: FL ZIP CODE: 32439

TELEPHONE NUMBER: 850-835-0231

SIGNATURE: Heather Bailey DATE: 09/14/2017

NAME (TYPED OR PRINTED): Heather Bailey

TITLE: Managing Member

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

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

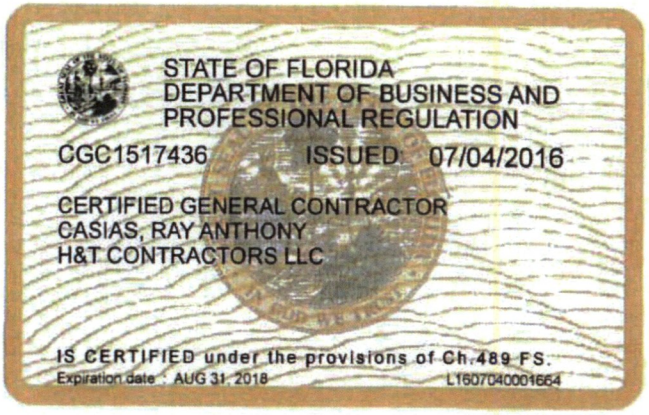
(850) 487-1395

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

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

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

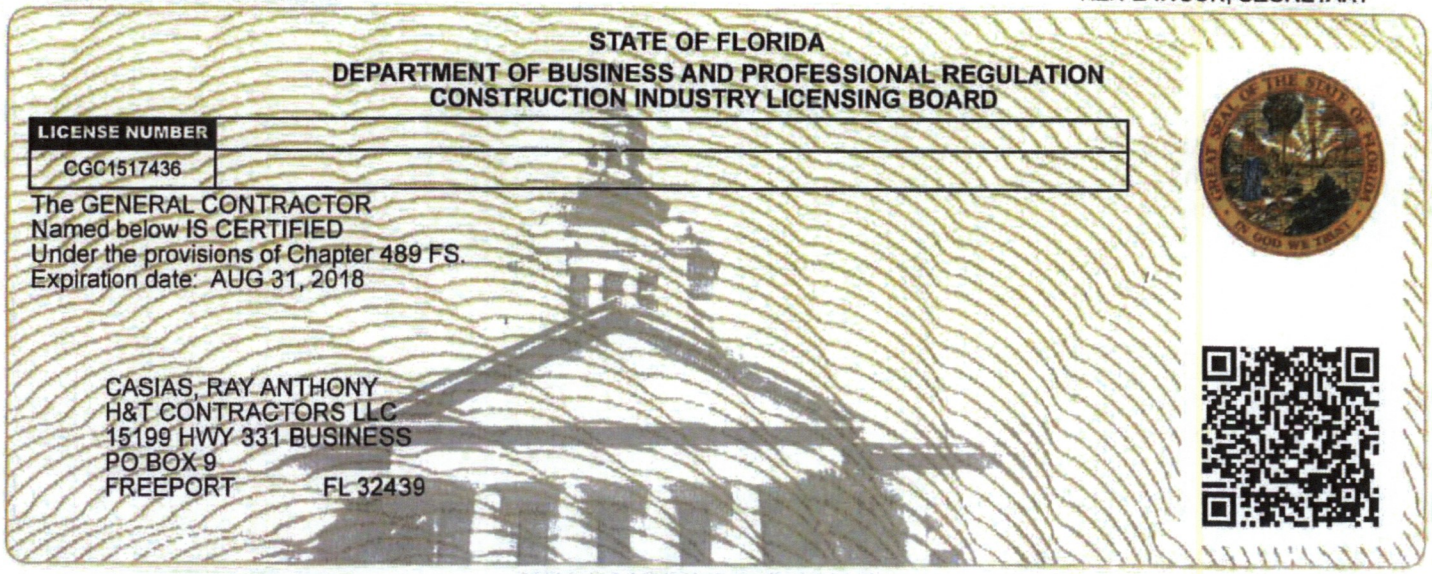
Our mission at the Department is: License Efficiently, Regulate Fairly. We constantly strive to serve you better so that you can serve your customers. Thank you for doing business in Florida, and congratulations on your new license!



DETACH HERE

RICK SCOTT, GOVERNOR

KEN LAWSON, SECRETARY



ISSUED: 07/04/2016

DISPLAY AS REQUIRED BY LAW

SEQ # L1607040001664

FDOT

Florida Department of Transportation

RICK SCOTT
GOVERNOR

605 Suwannee Street
Tallahassee, FL 32399-0450

RACHEL D. CONE
INTERIM SECRETARY

May 9, 2017

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

RE: CERTIFICATE OF QUALIFICATION

Dear Sir/Madam:

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

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

If your company's maximum capacity has been revised, you can access it by logging into the Contractor Prequalification Application System via the following link: HTTPS://fdotwp1.dot.state.fl.us/ContractorPreQualification/

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

FDOT APPROVED WORK CLASSES:
DRAINAGE, FLEXIBLE PAVING, GRADING, GRASSING, SEEDING AND SODDING, HOT PLANT-MIXED BITUM. COURSES, SIDEWALK

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

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

Sincerely,

Alan Autry, Manager
Contracts Administration Office

AA:cj

ADDENDUM #1

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

SEPTEMBER 5, 2017

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

Clarification:

1. The current bid documents shall be revised **from**: "The City intends to enter into contract with multiple service providers in order to meet seasonal demand for these services." **To**: The City intends to enter into contract with one service provider.

2. The bid item list has been modified to include additional items. Use the attached list to submit pricing for bidding purposes.

3. A calendar day timeline will be negotiated for each work order to allow for proper time to complete the work items, these timelines will on occasion have hard completion dates as well as liquidated damages of $500.00 per day.

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

END OF ADDENDUM #1

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

Receipt of Addendum #1 is hereby acknowledged:

JOHN B. IRVIN, IV
Print Name


Signature

9/05/2017
Date

ADDENDUM #2

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

SEPTEMBER 7, 2017

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

Contractor Question:

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

Response:

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

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

END OF ADDENDUM #2

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

Receipt of Addendum #2 is hereby acknowledged:

JOHN B. IRVIN, IV
Print Name


Signature

9/07/2017
Date

ADDENDUM #3

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

SEPTEMBER 11, 2017

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

Contractor Question:

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

Response:

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

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

END OF ADDENDUM #3

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

Receipt of Addendum #3 is hereby acknowledged:

JOHN B. IRVIN, IV
Print Name

Signature

9/11/2017
Date

Form **W-9**
(Rev. October 2007)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

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

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)
H&T Contractors, L.L.C.

Business name, if different from above

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

☐ Exempt payee

Address (number, street, and apt. or suite no.)
376 Ben King Road, P.O. Box 9

Requester's name and address (optional)

City, state, and ZIP code
Freeport, Florida 32439

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

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

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

Social security number

or

Employer identification number
26 2414585

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here Signature of U.S. person ▶ [signature] Date ▶ 9/14/2017

General Instructions

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

Purpose of Form

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

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

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),

2. Certify that you are not subject to backup withholding, or

3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

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

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

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

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

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

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

H&T Contractors, LLC
Currect Work to Complete

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

OKALOOSA COUNTY TAX COLLECTOR
BEN ANDERSON

2017 - 2018
OKALOOSA COUNTY LOCAL BUSINESS TAX RECEIPT
STATE OF FLORIDA

RECEIPT NO. 3600100745937
EXPIRES SEPTEMBER 30, 2018

BUSINESS NAME: H AND T CONTRACTORS LLC
RAY ANTHONY CASIAS QUALIFIER

TYPE OF BUSINESS: Regulated

BUSINESS ADDRESS: 376 BEN KING RD
FREEPORT, FL 32439

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

OKALOOSA COUNTY
Tax Collector
View Your Account Online

Scan Here Scan Here

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

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

Paid 0-17004456 35.00 07/10/2017

X Ray Casias
SIGN AND DISPLAY AS REQUIRED

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

CERTIFICATE OF LIABILITY INSURANCE

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

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

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

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

COVERAGES **CERTIFICATE NUMBER:** 764942720 **REVISION NUMBER:**

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

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

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

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

CERTIFICATE HOLDER

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

CANCELLATION

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

AUTHORIZED REPRESENTATIVE



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ITEM # 2019-1644

CITY OF DESTIN

AGENDA ITEM

COUNCIL MEETING DATE: October 21, 2019
TYPE OF AGENDA ITEM: Consent Agenda

TO: City Council

THRU: Lance Johnson, City Manager

FROM: Michael Burgess, Public Services Director

DATE: 09/18/19

SUBJECT: Request approval of contract extension for the Asphalt Services with H&T Contractors

---

I. BACKGROUND: The Public Services Department has limited manpower and is not equipped to perform asphalt services. For these more comprehensive projects it is necessary to outsource the work to vendors who have the equipment and manpower. H & T Contractors, LLC has satisfactorily provided these services under the current miscellaneous asphalt continuing services contract which was effective December 20, 2017.

II. DISCUSSION: The signing of this contract by the City in no way guarantees the City will, nor obligates the City to, expend its funds. It merely authorizes the City to utilize the contractor if funds are allocated by Council.

A. **Link to Strategic Goals / Objectives:** Organizational Excellence, III. A. 2.

B. **Effect on Budget (EOB):** $400,000 in estimated work was approved in the FY20 budget for concrete services.

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

III. CONCLUSION: This action allows for the second of four possible contract extensions for the miscellaneous asphalt services provider.

IV. RECOMMENDED MOTION: I move that the contract extension for miscellaneous asphalt services be extended for one year from November 1, 2019 to September 30, 2020 for H & T Contractors, LLC and authorize the City Manager to execute the contract on behalf of the City.

Attachments:

ITEM # 2019-1644

1. H _ T Contractors, LLC 2017-2018 Misc Concrete Services
2. 09-14-2017 Original Bid Document for Asphaltic Services
3. asphalt contract ext

ACTION AGENDA
REGULAR MEETING
DESTIN CITY COUNCIL
OCTOBER 21, 2019
ANNEX COUNCIL CHAMBERS

AGENDA APPROVAL

Motion to approve the agenda passed 6-0. Councilmember Overdier was absent.

1. APPROVAL OF MINUTES

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

Motion to approve minutes of August 5, 2019 Regular City Council meeting passed 6-0.

2. PROCLAMATIONS/RECOGNITIONS/SPECIAL PRESENTATIONS/ANNOUNCEMENTS

   A. Proclamation – City of Destin 35th Anniversary Celebration

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

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

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

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

4. CITY MANAGER REPORTS

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

Motion to approve the contract extension for miscellaneous concrete services with S.H. Hayes Enterprises, LLC for one year, with the following amendments, passed 6-0:

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

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

Motion to approve the contract extension for miscellaneous road striping services with Emerald Coast Striping d/b/a Coastline Striping, Inc. for one year passed 6-0.

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

Motion to approve the contract extension for miscellaneous alarm/fire safety services with Advanced Protective Technologies for one year passed 6-0

D. Announcements

The City Manager, Land Use Attorney and Councilmember Braden participated in a conference call with US Treasury and an Okaloosa County representative regarding Capt. Royal Melvin Heritage Park and Clement Taylor Park to get the answer to the following questions: "*Can the city perform the work prior to the US Treasury awarding the grant?* The City received the following responses:

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

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

- **US Treasury responded "yes"**
- **The risk to the City is if they get any unanticipated condition put on the grant award, once the RFP is out, it could potentially affect the awarding of the grant. The City could also put some language in the RFP making everything contingent on the award. The US Treasury offered to review the RFP contingency language and provide input to the City**
- **This is a two-part process: The awarding of the grant and obtaining permission to construct. The US Treasury is sending a checklist to City staff on how to proceed with these processes simultaneously**
- **The City needs to respond to the County's question on whether the park is ADA compliant; after which, the County will give information back to the US Treasury so they could provide a much more definite and less contingent timeline for the park in general.**

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

Motion to instruct the Land Use Attorney to work with City staff in drafting the RFP contingency language and transmitting it to the US Treasury; and in filling out the checklist from the US Treasury and communicating simultaneously with the County, and then bringing the RFP back to the Council for review and approval passed 6-0.

Announcements:

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

5. PUBLIC HEARINGS

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

Motion to approve the requested Destiny Planned Unit Development Minor Deviation to a Major Development Order passed 6-0.

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

Motion to approve Ordinance 19-16-LC on second reading passed 6-0.

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

Motion to approve Ordinance 19-19-LC on second reading passed 6-0.

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

Motion to approve Ordinance 19-23-LC on second reading passed 6-0.

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

Motion to approve Ordinance 19-24-LC on second reading passed 6-0.

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

Motion to approve Ordinance 19-25-LC on second reading passed 6-0.

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

Motion to approve Ordinance 19-26-LC on second reading passed 6-0.

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

Motion to approve Ordinance 19-27-LC on second reading passed 6-0.

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

Motion to approve Ordinance 19-28-LC on second reading passed 6-0.

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

Motion to approve Ordinance 19-29-LC on second reading passed 6-0.

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

Motion to approve Ordinance 19-30-CN on second reading passed 5-1; with Councilmember Morgan dissenting.

The Mayor requested that schedule to accomplish the Evaluation and Appraisal Report of the Comprehensive Plan be provided to the Council.

6. CONSENT AGENDA

A. Development Review System Software - Update
B. Main Street Betterment Alliance, Inc. Veteran's Day Run/Walk
C. Request approval of contract extension for the Asphalt Services with H&T Contractors
D. Request approval of contract extension for Fencing Services with SH Hayes Enterprises
E. Request approval of contract extension for Stormwater Maintenance with Florida Septic & Sewer
F. Request approval of contract extension for median maintenance with Gulf Coast Environmental Contractors, Inc.
G. Request approval for contract extension for HVAC and other mechanical services

Motion to approve Consent Agenda items 6A thru 6G, as printed above, passed 6-0.

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

A. Councilmember Braden

Find out why the well in front of Goodwill Store and another in front of CVS Pharmacy are inoperable (Braden)

Check on the accuracy of the report that the pump that feeds the majority of the landscaping on Mountain Drive is down (Parker)

1) Crystal Beach Right-of-Way Encroachments

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

B. Councilmember Ramswell

Asked staff to determine if the area located at the intersection of Matthew Blvd and Old Hwy 98 is still a dedicated public ROW.

Encourage the County to mow and landscape the right-of-way along Commons Drive.

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

C. Councilmember Menchel

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

Still waiting for a streetlight inventory from Gulf Power.

Provide an update on status of Airport Road project at every Council meeting.

Issue regarding body cams for Code Compliance Officers is a work in progress. It will be discussed at the Visioning Session.

D. Councilmember Overdier
E. Councilmember Marler

It was the consensus of the Council for staff to evaluate the zoning district to see if it is appropriate (information gathering) to allow accessory dwelling units in Low Density Residential district.

F. Councilmember Destin

1) FDEP/Norriego Point Land Use Conference

Motion to direct staff to draft a resolution in line with a compromise of keeping 3 of the embankments closed for public swimming only and leaving the bottom embankment open but reserving the City's right to close it in the event of commercial activity public safety hazard passed 5-1; with Councilmember Ramswell dissenting.

2) City Manager Vacation Terms

Motion to direct the City Attorney to negotiate some sort of a buyout with the City Manager for his unused leave time and bring the negotiated amount in the form of a budget amendment for Council's consideration at the next meeting passed 6-0.

G. Councilmember Morgan

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

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

8. PUBLIC COMMENTS

ADJOURNMENT: 7:55 PM

Agenda Item Name: Request approval of contract extension for the Asphalt Services with H&T Contractors

Edit/Versions(1)

Short Name: Request approval of contract extension for the Asp

Item ID: 2019-1644

Item Status: New

Outline No.: 6.C.

Item Finalized: In Progress

Cutoff Date: 10/17/2019 12:00 PM

Agenda Name: October 21, 2019 Regular City Council Meeting

Event Date/Time: 10/21/2019 6:00 PM

Created: 10/8/2019 11:13:57 AM

Details | Other Details | Attachments (3) | Comments | Approvals (5) | Tasks | Agenda Item Report (1)

EDIT ORDER

+ ADD APPROVALS

Delete	Routing Status	Assigned To	Arrived On	Approved By	Approved On	Days Assigned
	Created/Initiated	Rey Bailey	10/16/2019 3:49:23 PM			
	Approved	Bragg Farmer	10/16/2019 3:49:26 PM	Bragg Farmer	10/16/2019 3:54:27 PM	0
	Approved	Kyle Bauman	10/16/2019 3:54:29 PM	Kyle Bauman	10/16/2019 4:12:36 PM	0
	Approved	Lance Johnson	10/16/2019 4:12:38 PM	Lance Johnson	10/16/2019 4:53:14 PM	0
	New	Rey Bailey	10/16/2019 4:53:16 PM			90

INTEROFFICE ROUTING SHEET

From:	Department	Initials	Date
Erica Eliason	Public Services	ee	01/15/2020

Subject:	Date Needed:
H&T Contractors Continuing Services Contract: Miscellaneous Asphalt Services	asap ☐ URGENT

To: (Name, Department)	Initials	Date		
Michael Burgess, PS Director 1.			X	Approval
			X	Signature Required
Lance Johnson, CM 2.				Action Required
				Comment/Recommendation
3.				Read and File
				Other _____

Remarks (Explanations, further instruction, questions, etc.)

We have attached the H&T Contractors Continuing Services Contract:

Miscellaneous Asphalt Services. Contract approved by the city attorney.

Response From:		
		Approved
		See Me
		Action Needed
		Comment/Recommendation
		Investigate
		Prepare Response
		Read and File
		Other _____

CITY OF DESTIN, FLORIDA

CONTRACT

MISCELLANEOUS ASPHALTIC CONCRETE CONTINUING SERVICES CONTRACT

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

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

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

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

3. Term of Contract and Time Extensions:
This contract will be in effect from October 1, 2017 through September 30, 2018 and is for supplying the City with miscellaneous asphaltic concrete services.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

13. Termination for Convenience:

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

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

14. Disclosure:

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

15. Miscellaneous:

15.1 Governing Law

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

15.2 Severability

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

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

15.3 Sovereign Immunity

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

15.4 Construction

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

15.5 **Jury Trial Waiver**

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

15.6 Attorney's Fees

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

15.7 Notices

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

15.8 Public Records

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

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

As to the City:

Carisse LeJeune
4200 Indian Bayou Trail
Destin, Florida 32541

As to the Contractor:

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

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

ATTEST:

Rey Bailey
City Clerk

CITY OF DESTIN

By: Carisse LeJeune
Carisse LeJeune
City Manager

SEAL

H&T Contractors, LLC
CONTRACTOR:

By: Heather Bailey
(Signature)

Witness

Heather Bailey
(Printed Name)

Witness

Its: Managing Member
(Title)

CERTIFICATE OF LIABILITY INSURANCE

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

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

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

PRODUCER	CONTACT NAME: Daniels Commercial Insurance, LLC
Daniels Commercial Insurance, LLC 248 W. Garden St. Pensacola FL 32502	PHONE (A/C, No, Ext): 850-308-7710 FAX (A/C, No): 850-308-7716 E-MAIL ADDRESS: service@dcinsllc.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : BITCO General Insurance Corporation	20095
INSURER B : Great American Insurance Company	16691
INSURER C : AGCS Marine Insurance Company	22837
INSURER D :	
INSURER E :	
INSURER F :	

INSURED	
H&TCONT-01	
H&T Contractors, LLC P.O. Box 9 Freeport FL 32439-0009	

COVERAGES **CERTIFICATE NUMBER:** 764942720 **REVISION NUMBER:**

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

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

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

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

CERTIFICATE HOLDER

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

CANCELLATION

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

AUTHORIZED REPRESENTATIVE



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CITY OF DESTIN, FLORIDA

CONTRACT

MISCELLANEOUS ROAD STRIPING CONTINUING SERVICES CONTRACT

On September 8 2020, THE CITY COUNCIL OF THE CITY OF DESTIN, FLORIDA, herein referred to as the "**City**," accepted the bid of Emerald Coast Striping LLC, herein referred to as the "**Contractor**," to supply miscellaneous road striping for City properties. The Contractor's Cost Schedule for the terms of their engagement is included in their entirety by reference at Exhibit "A" and as completely as if incorporated herein.

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

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

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

3. Term of Contract and Renewals:
This contract will be in effect from October 1, 2020 through September 30, 2021, and is for supplying the City with miscellaneous road striping services. Upon mutual agreement of the parties, this contract may be renewed on a year by year basis up to a total four times.

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

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

a. Requests for Compensation (Invoices) shall be accompanied by the following:
    1. A description of the Work performed and a copy of email (or similar) that initiated said Work;
    2. An itemized list of goods or services to include materials, flat fees, billable man-hours with rates, and any other payable items identified in Exhibit "A"; and
    3. Dates when these services were performed and the names of Contractor's staff who performed billable Work.

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

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

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

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

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

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

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

11. Performance of Work/Responsibilities:
For each task, the Contractor will be issued a work order by the City's Public Works Director or

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

12. Termination for Default:

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

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

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

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

13. Termination for Convenience:

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

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

and settle all outstanding liabilities and claims.

14. Disclosure:

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

15. Miscellaneous:

15.1 Governing Law

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

15.2 Severability

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

15.3 Sovereign Immunity

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

15.4 Construction

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

15.5 **Jury Trial Waiver**

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

15.6 Attorney's Fees

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

15.7 Notices

All notices under the Contract shall be in writing and shall be effective when mailed by certified mail, return

receipt requested, or when delivered personally, as provided hereafter, or to such other addresses as may be designated by notice:

As to the City:

Lance A. Johnson
4200 Indian Bayou Trail
Destin, Florida 32541

As to the Contractor:

Emerald Coast Striping LLC
1901 N East Ave
Panama City, FL 32405

15.8 Public Records

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

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

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

IN WITNESS WHEREOF, the City hereunto caused these presents to be subscribed and the Contractor has affixed their name and seal, this the 28TH day of SEPTEMBER, 2020.

ATTEST:

Rey Bailey
City Clerk

CITY OF DESTIN

By: LA Johnson
Lance A. Johnson
City Manager

SEAL

As to Legal Form:

Kyle Bauman, Esq.
City Attorney

Emerald Coast Striping LLC
CONTRACTOR:

By: _____
(Signature)

Witness

(Printed Name)

Witness

Its: _____
(Title)

ORIGINAL

EXHIBIT A – BID FORM

PART I *Bid submitted by:*

Company: Emerald Coast Striping, LLC.

Address: 1901 N. East Avenue

City & State: Panama City, FL Zip Code: 32405

Telephone: (850) 215.4875 Fax: (850) 271.4875

Number of Years in Business: 13 Email: aric@ecstriping.com

PART II *Bidding RFB No. 20-10-PS, Miscellaneous Road Striping Continuing Services Contract:*

Contractor shall provide proper signs and traffic control measures as per Florida Department of Transportation's Manual on Uniform Traffic Control Devices and the Florida Department of Transportation's Manual of Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways (aka Florida Green Book), current edition. All construction, methods of measurement, and basis of payment shall be in accordance with Division II and III of the Florida Department of Transportation Standards Specifications for Road and Bridge Construction (current edition), copies of which are available from the Florida Department of Transportation.

SERVICE DESCRIPTION AND SPECIFICATIONS

Item	Description	Unit Price	Unit
Four-inch (4") solid painted traffic stripe	Traffic Paint – white or yellow	$ 0.15	Linear Foot
Four-inch (4") skip painted traffic stripe	Traffic Paint – white or yellow	$ 0.12	Linear Foot
Six-inch (6") solid painted traffic stripe	Traffic Paint – white or yellow	$ 0.30	Linear Foot
Six-inch (6") skip painted traffic stripe	Traffic Paint – white or yellow	$ 0.18	Linear Foot
Four-inch (4") solid thermoplastic stripe	Thermoplastic plus reflective beads, white or yellow	$ 0.65	Linear Foot
Four-inch (4") skip thermoplastic stripe	Thermoplastic plus reflective beads, white or yellow	$ 0.55	Linear Foot
Six-inch (6") solid thermoplastic stripe	Thermoplastic plus reflective beads, white or yellow	$ 1.00	Linear Foot

Initials of Bidder: AS

ORIGINAL

Six-inch (6") skip thermoplastic stripe	Thermoplastic plus reflective beads, white or yellow	$ 0.85	Linear Foot
Stop Bars (24")	Thermoplastic plus reflective beads or equivalent	$ 4.00	Square Foot
Crosswalks (12")	Thermoplastic plus reflective beads or equivalent	$ 4.00	Square Foot
Messaging (School, Bike lane graphics, STOP, etc.)	Thermoplastic plus reflective beads or equivalent	$ 4.00	Square Foot
Raised Pavement Markers	Material plus installation	$ 5.00	Each

Please list any additional services with their respective costs below.

Item	Description	Unit Price	Unit

SAFETY NOTE

All work associated with this bid must be conducted with safety in mind. It is expected that the contractor will provide all necessary personal protective equipment that will be utilized by their staff while performing work for the City of Destin. In addition, the contractor will ensure that all FDOT, OSHA and other applicable State and Federal workplace safety guidelines are adhered to while working on behalf of the City of Destin.

The contractor will ensure that work vehicles, equipment and trailers are properly outfitted with proper, adequate and working signage, lightbars, arrow boards, etc.

Part III Certifications

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

Initials of Bidder: MG

ORIGINAL

same without additional cost to the City of Destin at the specified location for the quotations listed above.

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

Signature and Certification:

Name and Title of Authorized Representative: Aric Bailey-operations manager

Signature: _____

Date of Bid: 8.13.2020

Note: See RFB Section III (page 5), Bid Requirements, and attached all required information to Bid Form.

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

END OF EXHIBIT A

Initials of Bidder: _____

WORK ORDER

MISCELLANEOUS ASPHALTIC CONCRETE CONTINUING SERVICES CONTRACT

CONTRACTOR: H&T Contractors, LLC. **Date:** 7/10/2020

Work Order Number: **Completion Date:**

Calendar Days:

Description of Work: Beach Drive From Kelly St. To Calhoun

Item No.	Description	Unit	Unit Price	Quantity	Extension
1	2" Type SP – 12.5 Asphalt Concrete Superpave (Coarse)	SY	$9.50	0.00	
2	1 ½" Type SP – 12.5 Asphalt Concrete Superpave (Fine)	SY	$8.50	27090.00	$ 230,265.00
3	1" Type SP - 9.5 Asphalt Concrete Overlay (Fine)	SY	$7.00	0.00	$ -
4	Milling of existing asphalt (average 1 in depth)	SY	$3.00	27090.00	$ 81,270.00
5	Milling of existing asphalt (average 2 in depth)	SY	$4.00	0.00	$ -
6	8" Graded Aggregate Base, delivered and compacted (LBR 100 compacted to 98% modified proctor density per AASHTO T-180)	SY	$9.50	0.00	$ -
7	6" Graded Aggregate Base, delivered and compacted (LBR 100 compacted to 98% modified proctor density per AASHTO T-180)	SY	$8.50	0.00	$ -
8	4" Graded Aggregate Base, delivered and compacted (LBR 100 compacted to 98% modified proctor density per AASHTO T-180)	SY	$7.00	0.00	$ -
9	Stabilized Subbase (12") (LBR 40 compacted to 98% modified proctor density per AASHTOT-180)	SY	$3.50	0.00	$ -
10	Stabilized Subbase (6") (LBR 40 compacted to 98% modified proctor density per AASHTOT-180)	SY	$3.00	0.00	$ -
11	Prime Coat	SY	$0.75	0.00	$ -
12	Tack Coat	SY	$0.75	27090.00	$ 20,317.50
13	Asphalt Cut with Abrasive Blade	LF	$4.00	0.00	$ -
14	Concrete Cut with Abrasive Blade	LF	$4.00	0.00	$ -
15	Silt Fence	LF	$2.00	0.00	$ -
16	Straw Waddle	LF	$3.00	0.00	$ -
17	Manhole Adjustment	EACH	$400.00	5.00	$ 2,000.00
18	Valve Box Adjustment	EACH	$150.00	6.00	$ 900.00
19	Removal of Concrete over 6 inches	SY	$7.50	0.00	$ -
20	Removal of Asphalt up to 4 inches thick	SY	$6.00	0.00	$ -
21	Removal of Asphalt over 4 inches	SY	$6.00	0.00	$ -
22	Fill Dirt provided, delivered, spread and compacted on grade	CY	$12.00	0.00	$ -
23	Clear & Grub	SY	$0.22	0.00	$ -
24	Debris Hauling	CY	$12.00	0.00	$ -
25	Tree trimming	HR	$150.00	0.00	$ -
26	Aluminum Pipe Guiderail (FDOT Index 870)	LF	$150.00	0.00	$ -
27	Guardrail (FDOT Index 400)	LF	$125.00	0.00	$ -
28	Mobilization	LUMP	$2,500.00	1.00	$ 2,500.00
29	12" inch RCP provided, delivered, and installed	LF	$28.00	0.00	$ -
30	15" inch RCP provided, delivered, and installed	LF	$29.00	0.00	$ -
31	18" inch RCP provided, delivered, and installed	LF	$34.00	0.00	$ -
32	24" inch RCP provided, delivered, and installed	LF	$42.00	0.00	$ -
33	30" inch RCP provided, delivered, and installed	LF	$55.00	0.00	$ -
34	36" inch RCP provided, delivered, and installed	LF	$65.00	0.00	$ -
35	42" inch RCP provided, delivered, and installed	LF	$90.00	0.00	$ -
36	48" inch RCP provided, delivered, and installed	LF	$120.00	0.00	$ -

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

WORK ORDER

MISCELLANEOUS ASPHALTIC CONCRETE CONTINUING SERVICES CONTRACT

37	12" inch ADS Culvert Pipe provided, delivered, and installed	LF	$20.00	0.00	$ -
38	15" inch ADS Culvert Pipe provided, delivered, and installed	LF	$22.00	0.00	$ -
39	18" inch ADS Culvert Pipe provided, delivered, and installed	LF	$25.00	0.00	$ -
40	24" inch ADS Culvert Pipe provided, delivered, and installed	LF	$30.00	0.00	$ -
41	30" inch ADS Culvert Pipe provided, delivered, and installed	LF	$38.00	0.00	$ -
42	36" inch ADS Culvert Pipe provided, delivered, and installed	LF	$47.00	0.00	$ -
43	42" inch ADS Culvert Pipe provided, delivered, and installed	LF	$85.00	0.00	$ -
44	48" inch ADS Culvert Pipe provided, delivered, and installed	LF	$95.00	0.00	$ -
45	Concrete Headwall or Drainage Structure	CY	$600.00	0.00	$ -
46	Mitered end section – medium 12 inches to 15 inches	EACH	$800.00	0.00	$ -
47	Mitered end section – large 18 inches to 24 inches	EACH	$4,000.00	0.00	$ -
48	Concrete flume (4 in thick)	SY	$48.00	0.00	$ -
49	Inlet Apron (4 in thick)	SY	$48.00	0.00	$ -
50	Raise existing inlet (assume 3 in adjustment)	EACH	$1,000.00	0.00	$ -
51	Lower existing inlet (assume 3 in adjustment)	EACH	$800.00	0.00	$ -
52	6 in Diameter Yard Inlet, installed, maximum 2 in depth	EACH	$600.00	0.00	$ -
53	Excavation and Haul Off	CY	$8.00	0.00	$ -
54	Well Points	DAY	$3,500.00	0.00	$ -
55	Grout (joint)	EACH	$500.00	0.00	$ -
56	Compaction of Subgrade, Soil, and Backfill (Up to 6" Thick)	SY	$8.00	0.00	$ -
57	Swale Installation (grading)	CY	$10.00	0.00	$ -
58	Concrete Collar (any size)	EACH	$400.00	0.00	$ -
59	Rip Rap Rubble (up to 12" stone, 18" thick)	SY	$200.00	0.00	$ -
60	Rip Rap Rubble (up to 24" stone, 36" thick)	SY	$400.00	0.00	$ -
61	6 inch Drain pipe	LF	$15.00	0.00	$ -
62	Type "C" inlet installed (maximum depth 6 ft)	EACH	$2,500.00	0.00	$ -
63	Concrete Driveway 6 inches thick-fiber reinforced	SY	$48.00	0.00	$ -
64	Concrete Sidewalk – 4 inches thick installed	SY	$43.00	0.00	$ -
65	Concrete Flat/Ribbon Curb fiber reinforced (12" wide by 8" deep)	LF	$15.00	0.00	$ -
66	Concrete Type "D" Curb fiber reinforced	LF	$25.00	0.00	$ -
67	Concrete Type "E" Curb & Gutter fiber reinforced	LF	$18.00	0.00	$ -
68	Concrete Type "F" Curb & Gutter fiber reinforced	LF	$18.00	0.00	$ -
69	Concrete Modified (18") Type "F" Curb & Gutter fiber reinforced	LF	$17.00	0.00	$ -
70	ADA truncated dome mat installation	SF	$40.00	0.00	$ -
71	Traffic Control (MOT) cost	DAY	$1,500.00	6.00	$ 9,000.00
72	Bermuda Sod installed	SY	$5.40	0.00	$ -
73	St Augustine Sod installed	SY	$6.75	0.00	$ -
74	Centipede Sod installed	SY	$3.30	0.00	$ -
75	Irrigation Repair	HR	$75.00	0.00	$ -
76	Type "C" inlet installed (depth 6-10 ft)	EACH	$4,000.00	0.00	$ -
77	Type "C" inlet installed (depth 10 -14 ft)	EACH	$6,000.00	0.00	$ -
78	Type "C" inlet installed (maximum depth 6 ft)	EACH	$2,500.00	0.00	$ -
			Total		$ 346,252.50

Additional Contract Items

Item No.	Description	Unit	Unit Price	Quantity	Extension
79	Asph Reinforcing Fibers for 2" Thick Pvmt Contractor Provided	SY	$ 1.20	-	
81	Asph Reinforcing Fibers for 1.5" Thick Pvmt Contractor Provided	SY	$ 0.90	29,090	$ 26,181.00
83	Asph Reinforcing Fibers for 1" Thick Pvmt Contractor Provided	SY	$ 0.55	-	$ -
			Total		$ 372,433.50
	Contengent Items from Price Sheet	LS	**Total**		$ 4,500.00
			Grand Total		$ 376,933.50

CONTRACTOR REPRESENTITIVE: _____ DATE _____

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

CONTRACTOR: H&T Contractors, LLC.
Work Order Number: Contengent Item Pricing Sheet

Date:
Completion Date:
Calendar Days:

Description of Work:

Item No.	Description	Unit	Unit Price	Quantity	Extension
901	3 Speed Bumps		$1,500.00	3.00	$ 4,500.00
902				0.00	
903				0.00	
904				0.00	
905				0.00	
906				0.00	$ -
907				0.00	$ -
908				0.00	$ -
909				0.00	$ -
910				0.00	$ -
911				0.00	$ -
912				0.00	$ -
913				0.00	$ -
914				0.00	$ -
915				0.00	$ -
916				0.00	$ -
917				0.00	$ -
918				0.00	$ -
919				0.00	$ -
920				0.00	$ -
			Total		$ 4,500.00

CONTRACTOR REPRESENTITIVE: _____ DATE _____

DIRECTOR OF PUBLIC SERVICES: _____ DATE _____

* Pricing for items on this list are specific to this work order.

EMERALD COAST
STRIPING, L.L.C.

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

Proposal

DATE July 8, 2020
Quotation # Beach Drive (Kelly St to Cross Street)

Proposal To:
City of Destin

Comments or special instructions:
All Maintenance of Traffic to be provided by General Contractor including the final lift.
Emerald Coast Striping's MOT rates (if needed) are listed below.
0 Sf of Removal has been included.
Any Reduction in Scope to the quantities shown below may adjust the below listed Unit prices
This is a unit price bid, any additions will be paid at the unit prices given.
By accepting this proposal, you accept all terms with it.
Please allow two weeks advance notice for scheduling of crews

DESCRIPTION	UNIT	QUANTITY	PRICE	AMOUNT
6" Solid White, Standard Thermoplastic (no temp paint)	LF	13700	$1.10	$15,070.00
6" Solid Yellow, Standard Thermoplastic (no temp paint)	LF	13362	$1.10	$14,698.20
12" Solid White, Standard Thermoplastic (no temp paint)	SF	480	$4.00	$1,920.00
24" Solid White, Standard Thermoplastic (no temp paint)	SF	1128	$4.00	$4,512.00
Speed Hump, Standard Thermoplastic (no temp paint)	SF	208	$4.00	$832.00
Standard, Thermoplastic Message (no temp paint)	SF	33	$4.00	$132.00
Standard, Thermoplastic Directional Arrow (no temp paint)	SF	17	$4.00	$68.00
Standard, Thermoplastic Rumble Strip (no temp paint)	SF	192	$4.00	$768.00
Reflective Pavement Markers (install)	EA	340	$5.00	$1,700.00
			TOTAL	**$ 39,700.20**

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

THANK YOU FOR YOUR BUSINESS!

ITEM # 2021-3121

CITY OF DESTIN

AGENDA ITEM

COUNCIL MEETING DATE: February 16, 2021
TYPE OF AGENDA ITEM: Consent Agenda

TO: City Council

THRU: Lance Johnson, City Manager

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

DATE: February 9, 2021

SUBJECT: Gregg Orr Pedestrian Easement - 612 Harbor Blvd.

I. BACKGROUND: As a condition of the Final Development Order for "Gregg Orr Marine Boat Yacht Sales" located at 612 Harbor Blvd (DO 18-14), the Proposed Dedicated Pedestrian Easement, shown on the Site Layout Plan 8 of 11, must be recorded in the public record of Okaloosa County, consistent with **Comprehensive Plan Policy 1-3.3.4** prior to the issuance of a Certificate of Occupancy.

II. DISCUSSION: As required by Development Order Condition L in DO 18-14, a pedestrian easement was prepared by the City's Land Use Attorney consistent with the Site Layout Plan included in the Final Plans of the development order. The easement area includes a pedestrian path from Highway 98 south to the Harbor Boardwalk and includes the boardwalk area. The portion of this easement area shown along Highway 98 has since been dedicated to Florida Department of Transportation (FDOT) as right-of-way and is therefore no longer required to be included in the pedestrian easement.

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

III. CONCLUSION: The proposed pedestrian easement is consistent with Condition "L" of Development Order 18-14, "Gregg Orr Marine Boat Yacht Sales" located at 612 Harbor Boulevard.

Staff recommends City Council approve the Proposed Pedestrian Easement and authorize the Mayor and City Manager to execute and record the easement in the

public record of Okaloosa County.

IV. <u>RECOMMENDED MOTION</u>: I move that the City Council approve the Proposed Pedestrian Easement and authorize the Mayor and City Manager to execute and record the easement in the public record of Okaloosa County.

Attachments:

1. Orr-Pedestrian Pathway Easement
2. GREGG ORR SOUTH V12
3. Exhibit A Pedestrian Easment Description Sketch 612 Harbor Blvd.
4. DO-18-14

PEDESTRIAN PATHWAY EASEMENT

This Grant of Easement (the "Easement") for the construction, placement, and the use by the general public of a pedestrian pathway and related facilities is made this ___ day of _____, 2021 by William Gregg Orr (hereinafter the "Grantor") whose address is 612 Harbor Blvd., Destin, Florida 32541 to and in favor of the City of Destin, a municipal corporation (hereinafter the "Grantee"). The Grantor and Grantee are sometimes referred to herein individually as a "Party" and collectively as the "Parties".

WITNESSETH:

WHEREAS Grantor is the owner of certain real property (hereinafter the "**Easement Property**") located in Okaloosa County, Florida, more particularly described as follows, to wit:

SEE EXHIBIT A

WHEREAS Grantor wishes to grant an easement for the placement, maintenance and use by the general public of a pedestrian pathway and related facilities for multiple use non-motorized recreation over, under, across and upon the Easement Property.

NOW, THEREFORE, the Parties agree as follows:

1. Grant of Easement. Grantor does hereby grant and convey to Grantee a non-exclusive Easement over, under, across and upon the Easement Property for the construction, placement and use by the general public of a pedestrian pathway and related facilities for multiple use non-motorized recreation.

2. Use of Easement.

    a. Grantee shall have the right to do all things reasonably necessary for the purposes set forth in Section 1. Grantee's uses that exceed the placement, maintenance and use by the general public of a pedestrian pathway and related facilities shall be subject to the Grantor approval in its sole discretion.

    b. Grantor shall construct the pathway improvements and shall repair and maintain the pathway improvements upon the Easement Property.

    c. Grantor agrees that it will not place or allow to be placed anything on the Easement Property that would obstruct or prohibit pedestrian flow or public use of the pedestrian pathway.

3. Title. Grantor does hereby warrant that it has title to the above-described property, that is has full power and authority to grant this Easement, and that it will defend title to said land against lawful claims of all persons whomsoever, claiming by, through or under it.

4. Covenants of Grantor. Grantor hereby warrants and covenants the following:

    a. The Easement Property is free and clear of all encumbrances that are inconsistent with the terms of this easement and all mortgages have been joined or subordinated.

    b. Grantee shall have quiet and peaceful possession, use and enjoyment of this Easement.

5. Remedies for Breach. Grantee shall each have the right to enforce the terms of this Easement and the rights and obligations created herein by all remedies provided under the laws of the State of Florida, including without limitation, the right to sue for damages for breach or for injunction or specific performance. In the event that it is necessary for either Grantor and/or Grantee to file suit in order to enforce the terms hereof, then each party in such suit shall be responsible to pay their own attorney's fees and court costs.

6. Governing Law. The law of the State of Florida shall apply to this Agreement. Any dispute regarding this Agreement shall be litigated exclusively in the courts of Okaloosa County, Florida. The parties expressly consent to such agreed jurisdiction and venue, and waive any objections thereto.

7. Third Party Beneficiaries. This Easement is solely for the benefit of the Grantor and Grantee and no right or cause of action shall accrue upon or by reason, to or for the benefit of any third party not a formal party to this Easement. Nothing in this Easement, either expressed or implied, is intended or shall be construed to confer upon any person or corporation other than the Grantor and the Grantee any rights, remedy or claim under or by reason of this Easement or any of the provisions or conditions thereof; and all of its provisions, representations and conditions shall inure to the sole benefit of, and shall be binding upon, the Grantor and the Grantee, and their respective legal representatives, successors and assigns.

8. Joint Preparation. Grantor and Grantee participated fully in the preparation of this instrument and received the advice of their respective legal counsels; consequently, in case of a dispute concerning the interpretation of any provision hereof, this Easement will not be interpreted or construed against any party.

9. Covenant Running with the Land. This Easement and all conditions and covenants set forth herein are intended and shall be construed as covenants running with the land, binding up on and inuring to the benefit or Grantor or Grantee, as the case may be, and their respective heirs, successors and/or assigns, including without limitation, all subsequent owners of the Easement Property and all persons claiming by, through and under them.

[SIGNATURES ON FOLLOWING PAGES]

IN WITNESS WHEREOF, Grantor has executed this Grant of Easement on the day and year written in the first paragraph.

Signed, sealed and delivered
in the presence of:

GRANTOR

_____
Witness

WILLIAM GREGG ORR
By:_____
Address:

_____
Witness

STATE OF _____
COUNTY OF_____

Sworn to or affirmed and signed before me on _____ by William Gregg Orr in the following representative capacity: Owner.

_____
NOTARY PUBLIC or DEPUTY CLERK

_____
[Print, type, or stamp commissioned name of notary or clerk .]

____ Personally known
____ Produced identification
___ Type of identification produced

Acknowledged and Accepted this _____ day of _____, 2021.

CITY OF DESTIN

By:_____
Gary Jarvis, Mayor

ATTEST:

_____
Rey Bailey, City Clerk

Approved as to form and legal sufficiency
for the City of Destin, only.

_____
Kimberly Romano Kopp
City Land Use Attorney

CONSTRUCTION PLANS FOR:

GREGG ORR MARINE
BOAT / YACHT SALES

UNSECTIONALIZED, TOWNSHIP 2 SOUTH, RANGE 22 WEST
OKALOOSA COUNTY, FLORIDA

PROJECT DATA

PROJECT NAME:	GREGG ORR MARINE
CLIENT NAME:	GREGG ORR MARINE 226 MAIN STREET DESTIN, FL 32541 CONTACT: GREGG ORR & KEVIN KAPLE
PREPARED BY:	INNERLIGHT ENGINEERING CORPORATION 11490 EMERALD COAST PARKWAY, SUITE 2W MIRAMAR BEACH, FLORIDA 32550
ENGINEER OF RECORD:	MARK T. MURRAY, P.E. FLORIDA REG. NO. 80519 11490 EMERALD COAST PARKWAY, SUITE 2W MIRAMAR BEACH, FLORIDA 32550 850.424.5855

BENCHMARK DATA

BENCHMARK #1:	4" X 4" CONCRETE MONUMENT NORTHING: 511698.7040 EASTING: 1339458.1610 ELEVATION: 17.52 (NAVD 1988)
BENCHMARK #2:	STORM MANHOLE LID NORTHING: 511653.5030 EASTING: 1339648.4500 ELEVATION: 19.73 (NAVD 1988)

UTILITY PROVIDERS

POTABLE WATER PROVIDER:	DESTIN WATER USERS 218 MAIN STREET DESTIN, FLORIDA 32541 850.837.6146
SANITARY SEWER PROVIDER:	DESTIN WATER USERS 218 MAIN STREET DESTIN, FLORIDA 32541 850.837.6146
TELEPHONE PROVIDER:	COX COMMUNICATIONS, INC. 320 RACETRACK ROAD NW FORT WALTON BEACH, FLORIDA 32547 850.695.9440
POWER PROVIDER:	GULF POWER 34854 EMERALD COAST PARKWAY DESTIN, FLORIDA 32541 850.244.4701
TV/CABLE PROVIDER:	COX COMMUNICATIONS, INC. 320 RACETRACK ROAD NW FORT WALTON BEACH, FLORIDA 32547 850.695.9440



VICINITY MAP 1": 1000'

CONSTRUCTION ACTIVITY SCHEDULE

ANTICIPATED START DATE - JULY 2018

	MONTH 1	MONTH 2	MONTH 3	MONTH 4
INSTALL INITIAL STAGE EROSION CONTROL MEASURES				
DEMOLITION / CLEARING & GRUBBING				
CONSTRUCT STORM SEWER				
CONSTRUCT UTILITIES				
FINE GRADING				
CONSTRUCT CURB & GUTTER				
PAVING (TO BINDER)				
ESTABLISH PERMANENT LANDSCAPING				
REMOVE EROSION CONTROL MEASURES AS PERMANENT VEGETATION IS ESTABLISHED				
OVERLAY AND RESTRIPING				
AS-BUILT CERTIFICATION				
BUILDING CONSTRUCTION				

REVISION TABLE

REVISION NUMBER	REVISION DATE	DESCRIPTION
1	11.03.2017	RESPONSE TO THE CITY OF DESTIN COMMENTS, DATED JUNE 28, 2017
2	02.20.2018	RESPONSE TO THE CITY OF DESTIN COMMENTS, DATED JANUARY 19, 2018
3	05.01.2018	RESPONSE TO THE CITY OF DESTIN COMMENTS, DATED APRIL 3, 2018, WATER LINE EXTENSION (± 17 LF) FOR BORE ACROSS US HWY 98.

SHEET INDEX

SHEET NO.	SHEET DESCRIPTION
1 OF 11	COVER SHEET
2 OF 11	GENERAL NOTES (1 OF 2)
3 OF 11	GENERAL NOTES (2 OF 2)
4 OF 11	EXISTING CONDITIONS PLAN
5 OF 11	DEMOLITION & EROSION CONTROL PLAN
6 OF 11	CONSTRUCTION MITIGATION PLAN
7 OF 11	SITE GEOMETRY PLAN
8 OF 11	SITE LAYOUT PLAN
9 OF 11	GRADING & DRAINAGE PLAN
10 OF 11	UTILITY PLAN
11 OF 11	CONSTRUCTION DETAILS

LEGAL DESCRIPTION (AS FURNISHED)

LOTS 142, 143 AND 144, EXCEPT THE WEST 9 FEET OF LOT 142, BLOCK C, CALHOUN SUBDIVISION, ACCORDING TO THE PLAT ON FILE IN THE OFFICE OF THE CIRCUIT COURT, OKALOOSA COUNTY, FLORIDA.

CONSTRUCTION NOTES

1. CONTRACTORS SHALL MAINTAIN PUBLIC ACCESS AT ALL TIMES ALONG PUBLIC RIGHT-OF-WAYS.
2. NO PARKING OR UNLOADING OF MATERIALS SHALL OCCUR WITHIN PUBLIC RIGHT-OF-WAY.
3. CONTRACTOR SHALL BE RESPONSIBLE FOR ANY DAMAGE TO STRUCTURES WITHIN THE PUBLIC RIGHT-OF-WAY AND SHALL REPAIR ANY DAMAGE CAUSED BY THE CONSTRUCTION ACTIVITIES TO THE PUBLIC RIGHT-OF-WAY AT THE CONTRACTOR'S EXPENSE.
4. CONTRACTOR SHALL NOT RELOCATE ANY SIDEWALK OR MULTI-USE PATH WITHIN THE PUBLIC RIGHT-OF-WAY WITHOUT WRITTEN PERMISSION FROM THE CITY ENGINEER.
5. CONTRACTOR SHALL MARK ALL CROSSWALKS AND MULTI-USE PATH CROSSINGS TO INDICATE THEM AS A PEDESTRIAN PATHWAY AFTER THE FINAL ASPHALT IS IN PLACE.
6. ALL LANDSCAPING WITHIN THE PUBLIC RIGHT-OF-WAY SHALL CONSIST OF DROUGHT TOLERANT SPECIES.
7. NOTHING SHALL BE ERECTED, PLACED, PARKED, PLANTED, OR ALLOWED TO GROW IN SUCH A MANNER AS TO MATERIALLY IMPEDE VISION BETWEEN A HEIGHT OF TWO FEET AND TEN FEET ABOVE THE GRADE, MEASURED AT THE CENTERLINE OF THE INTERSECTION FOR CLEAR VISIBILITY TRIANGLE.
8. PARTY RESPONSIBLE FOR MONITORING CONSTRUCTION: GREGG ORR MARINE
9. PARTY RESPONSIBLE FOR SUBMITTING TO THE DISTRICT, THE NOTICE OF CONSTRUCTION COMMENCEMENT AND AS-BUILT CERTIFICATIONS FOR PROJECT: GREGG ORR MARINE
10. MAINTENANCE ENTITY: GREGG ORR MARINE

ALWAYS CALL 811 TWO FULL BUSINESS DAYS BEFORE YOU DIG TO HAVE UNDERGROUND UTILITIES LOCATED AND MARKED.

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INNERLIGHT ENGINEERING CORPORATION
THINK • SOLVE • SUCCEED
THE APPLIED SCIENCE OF SUCCESS
11490 EMERALD COAST PARKWAY, SUITE 2W
MIRAMAR BEACH | FLORIDA | 32550

GREGG ORR MARINE
BOAT / YACHT SALES
GREGG ORR MARINE
226 MAIN STREET
DESTIN, FL 32541

RECORD DATA
DATE: 05.26.2017
REV. NO: 3
REV. DATE: 05.01.2018
DRAWN BY: MTM
REVIEWED BY: MTM

STATE OF FLORIDA
MARK T. MURRAY
LICENSE
No. 80519
MAY 01 2018
PROFESSIONAL ENGINEER

SHEET TITLE
COVER SHEET

SHEET NUMBER
1 OF 11

INNERLIGHT ENGINEERING CORPORATION | THE DRAWINGS, SPECIFICATIONS, AND OTHER DOCUMENTS PREPARED BY INNERLIGHT ENGINEERING CORPORATION (IEC) ARE FOR THE SOLE USE ON THIS PROJECT UNLESS OTHERWISE PROVIDED. IEC SHALL BE DEEMED THE AUTHOR AND RETAIN ALL COMMON LAW, STATUTORY AND OTHER RESERVED RIGHTS, INCLUDING COPYRIGHT.

NOT RELEASED FOR CONSTRUCTION UNLESS SIGNED BY THE ENGINEER OF RECORD HERE: _____

C:\DROPBOX (IEC)\PROJECTS\GREGG ORR MARINE PROPERTY\3.ENGINEERING\1.CDS\2.SHEETS\SOUTH PROPERTY\1 COVER SHEET.DWG, MARK, 4/30/2018 5:14:56 PM

GENERAL NOTES:

1. THE EXACT LOCATION AND ELEVATION OF EXISTING STRUCTURES, UTILITIES, AND PIPING SHALL BE PHYSICALLY VERIFIED IN THE FIELD BY THE CONTRACTOR BEFORE CONSTRUCTION BEGINS. THESE DRAWINGS DO NOT PURPORT TO SHOW IN COMPLETE DETAIL ALL EXISTING STRUCTURES, UTILITIES, OR PIPING, THE CONTRACTOR SHALL EXAMINE ALL AVAILABLE RECORDS AND MAKE ALL EXPLORATIONS AND EXCAVATIONS AS REQUIRED TO DETERMINE THE LOCATION OF EXISTING STRUCTURES, UTILITIES, AND PIPING, WHENEVER NECESSARY, THE OWNER RESERVES THE RIGHT TO CHANGE LOCATION OF LINES TO AVOID CONFLICT WITH EXISTING STRUCTURES, UTILITIES, OR PIPING.
2. THE CONTRACTOR SHALL CHECK PLANS FOR CONFLICTS AND DISCREPANCIES PRIOR TO CONSTRUCTION. THE CONTRACTOR SHALL NOTIFY THE OWNER OR OWNER'S ENGINEER OF ANY CONFLICT, IN WRITING, BEFORE PERFORMING ANY WORK IN THE AFFECTED AREA. ENGINEER WILL HAVE 7 DAYS TO PROVIDE A RESPONSE.
3. THE CONTRACTOR SHALL EXERCISE EXTREME CAUTION IN AREAS OF BURIED UTILITIES AND SHALL PROVIDE AT LEAST 48 HOURS NOTICE TO THE VARIOUS UTILITY COMPANIES IN ORDER TO PERMIT MARKING THE LOCATIONS OF EXISTING UNDERGROUND UTILITIES IN ADVANCE OF CONSTRUCTION.
4. THE CONTRACTOR IS RESPONSIBLE FOR REPAIRING ANY DAMAGE TO EXISTING FACILITIES ABOVE OR BELOW GROUND THAT MAY OCCUR AS A RESULT OF WORK CALLED FOR IN THESE CONTRACT DOCUMENTS. ALL REPAIRS MUST BE MADE TO THE SATISFACTION OF THE RESPECTIVE OWNER.
5. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO LEARN, KNOW, AND COMPLY WITH THE REGULATIONS, ORDINANCES, PERMIT AND INSPECTION REQUIREMENTS OF THE VARIOUS GOVERNMENTAL AGENCIES HAVING JURISDICTION. IT WILL BE THE RESPONSIBILITY OF THE CONTRACTOR TO REVIEW AND COMPLY WITH THE CONDITIONS OF THE VARIOUS PERMITS OF THE GOVERNMENTAL AGENCIES. THE CONTRACTOR SHALL SCHEDULE THE REQUIRED INSPECTIONS AND APPROVALS IN ACCORDANCE WITH THE REQUIREMENTS OF THE PERMIT CONDITIONS. THE CONTRACTOR SHALL NOTIFY THE NECESSARY AGENCIES OF CONSTRUCTION COMMENCEMENT.
6. ALL SPECIFICATIONS AND DOCUMENTS REFERRED TO SHALL BE OF LATEST ISSUE AND SHALL BE CONSIDERED A PART OF THESE DOCUMENTS BY REFERENCE.
7. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE SETTING OF CONSTRUCTION STAKES TO MARK THE LOCATION, ALIGNMENT, ELEVATION, AND GRADE OF THE WORK, THE STAKES PROVIDED SHALL BE ADEQUATE IN NUMBER, POSITION, AND ELEVATION SO THAT THE PHYSICAL ITEM CAN BE CONSTRUCTED IN ACCORDANCE WITH THE PLANS. THE CONSTRUCTION LAYOUT SURVEY SHALL MEET THE MINIMUM TECHNICAL STANDARDS FOR LAND SURVEYING IN THE STATE OF FLORIDA (CHAPTER 21HH-6, FLORIDA ADMINISTRATIVE CODE), AND SHALL BE PERFORMED BY A PERSON OF ADEQUATE EXPERTISE. FAILURE TO PERFORM THE CONSTRUCTION STAKEOUT IN ACCORDANCE WITH THE CONSTRUCTION PLANS MAY RESULT IN REMOVAL AND REPLACEMENT OF THE IMPROVEMENTS AT NO EXPENSE TO THE OWNER. CONSTRUCTION LAYOUT INFORMATION HAS BEEN PROVIDED IN THE FORM OF DIMENSIONS AND OFFSETS OBTAINED THROUGH COMPUTER GENERATION. THE INFORMATION IS ADEQUATE FOR THE CONSTRUCTION LAYOUT OF THE IMPROVEMENTS USING STANDARD SURVEYING CONSTRUCTION LAYOUT TECHNIQUES. IN NO CASE SHALL THE CONTRACTOR SCALE INFORMATION FROM THE PLANS OR ATTEMPT TO CONSTRUCT IMPROVEMENTS WITHOUT PERFORMING THE CONSTRUCTION LAYOUT IN ACCORDANCE WITH THE INFORMATION CONTAINED HEREIN.
8. THE CONTRACTOR SHALL OBTAIN AND HAVE ONSITE ALL PERMITS PRIOR TO CONSTRUCTION, INCLUDING BUT NOT LIMITED TO, F.D.E.P., F.D.O.T., AND THE LOCAL GOVERNMENT. THE CONTRACTOR SHALL OBTAIN ALL OTHER REQUIRED PERMITS.
9. PRIOR TO COMMENCING CONSTRUCTION OR DEMOLITION / LAND CLEARING ACTIVITIES, CONTRACTOR SHALL INSTALL ANY REQUIRED SILT FENCING OR BALED HAY BARRIERS (F.D.O.T. INDEX 102) FOR SILT CONTROL. THERE WILL BE NO DIRECT PAYMENT FOR THIS WORK. COST SHALL BE INCLUDED IN OTHER ITEMS OF WORK. LOCATION SHALL BE AS SHOWN ON THE PLANS OR AS DIRECTED IN THE FIELD.
10. DEWATERING: SHOULD LOWERING OF GROUNDWATER BE NECESSARY FOR THE INSTALLATION OF CONCRETE STRUCTURES, WATER MAIN ETC., OR TO PREVENT LATERAL MOVEMENT OF MATERIAL UNDER CONCRETE ALREADY PLACED, SUCH LOWERING SHALL BE ACCOMPLISHED BY MEANS OF A WELL POINT SYSTEM OR OTHER APPROVED MEANS, AT CONTRACTOR'S EXPENSE. COMPREHENSIVE PLANS FOR DE- WATERING OPERATIONS, IF USED, SHALL BE SUBMITTED BY THE CONTRACTOR PRIOR TO INSTALLATION. DISCHARGE OF GROUNDWATER TO SURFACE WATERS OF THE STATE REQUIRES A PERMIT UNDER F.A.C. 62-621.300(2). CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING AN ANALYSIS OF GROUND WATER IN ACCORDANCE WITH THE GENERIC PERMIT FOR THE DISCHARGE OF PRODUCED GROUND WATER FROM ANY NON-CONTAMINATED SITE ACTIVITY - TABLE 1, AND FILING APPROPRIATE NOTIFICATIONS TO THE FDEP INDUSTRIAL WASTEWATER DIVISION.
11. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH FDOT STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION, LATEST EDITION UNLESS OTHERWISE DIRECTED.
12. CONTRACTOR SHALL OBTAIN, IF AVAILABLE, AND REVIEW ALL AVAILABLE GEOTECHNICAL REPORTS PRODUCED FOR THE SITE PRIOR TO COMMENCEMENT OF CONSTRUCTION. IF NO GEOTECHNICAL REPORTS ARE AVAILABLE, THE CONTRACTOR IS RESPONSIBLE FOR DETERMINING SITE SOIL CONDITIONS PRIOR TO CONSTRUCTION.
13. CONTRACTOR IS RESPONSIBLE FOR PROVIDING SIGNED AND SEALED RECORD DRAWINGS SHOWING ALL IMPROVEMENTS CONSTRUCTED UNDER THIS CONTRACT. RECORD DRAWINGS SHALL INCLUDE BOTH ABOVE GROUND AND BURIED UTILITIES INCLUDING ANY EXISTING UTILITIES NOT SHOWN ON THESE PLANS BUT ENCOUNTERED DURING THE CONSTRUCTION PROCESS. RECORD DRAWINGS SHALL BE SIGNED AND SEALED BY A FLORIDA REGISTERED LAND SURVEYOR. CONTRACTOR SHALL CONTACT ENGINEER OF RECORD FOR SPECIFIC REQUIREMENTS.
14. CONTRACTOR IS RESPONSIBLE FOR CONTINUATION OF SERVICE TO OCCUPIED BUILDINGS DURING CONSTRUCTION AND REPAIR OR REPLACEMENT OF ANY EXISTING UTILITIES IMPACTED BY CONSTRUCTION.
15. IF WELLS ARE ENCOUNTERED ON SITE, THEY SHALL BE ABANDONED BY A FLORIDA CERTIFIED WELL DRILLER USING ABANDONMENT PROCEDURES AND PERMITTING PROCESS OF THE LOCAL WATER MANAGEMENT DISTRICT OR OTHER APPLICABLE REGULATORY AGENCY.
16. IF APPLICABLE, ANY WELLS PROPOSED ONSITE, I.E. IRRIGATION, GEOTHERMAL, ETC. SHALL BE PERMITTED APPROPRIATELY THROUGH THE LOCAL WATER MANAGEMENT DISTRICT. PERMITTING IS THE RESPONSIBILITY OF THE CONTRACTOR UNLESS OTHERWISE ARRANGED.
17. CONTRACTOR SHALL CALL BEFORE DIGGING TO SUNSHINE 811 OF FLORIDA.
18. PRIOR TO COMMENCEMENT OF DEMOLITION AND CONSTRUCTION ACTIVITIES, CONTRACTOR IS TO INSTALL ADEQUATE BARRIERS TO RESTRICT PUBLIC AREAS. IN AREAS WHERE CONSTRUCTION ACTIVITIES ARE DIRECTLY ADJACENT TO HIGH TRAFFIC ROUTES, MAY RESULT IN THE CREATION OF DUST OR PROJECTILES, SOLID BARRIERS (SUCH AS CANVAS OR PLYWOOD) MUST BE USED.

HANDICAP ACCESSIBILITY:

1. HANDICAP RAMPS AND CROSSWALKS PER THE LATEST FLORIDA ACCESSIBILITY CODE, A.D.A. AND FDOT STANDARD INDEX #304 ARE REQUIRED AT ALL PEDESTRIAN CROSSING LOCATIONS.

ARCHITECTURAL COORDINATION:

1. WHEN APPLICABLE, ARCHITECTURAL PLANS SHALL SUPERSEDE THESE PLANS WITH RESPECT TO ALL BUILDING DIMENSIONS AND BUILDING HARDSCAPE INTERFACE. IN CASE OF CONFLICT AND PRIOR TO CONSTRUCTION, CONTRACTOR IS RESPONSIBLE FOR CONTACTING BOTH THE ENGINEER AND ARCHITECT IMMEDIATELY.

STRUCTURAL COORDINATION:

1. WHEN APPLICABLE, CONTRACTOR SHALL REFER TO THE CONSTRUCTION DETAILS AND SPECIFICATIONS OF THE APPLICABLE STRUCTURAL PLANS FOR ALL SITE RETAINING WALLS AND OTHER STRUCTURAL COMPONENTS.

SIGNAGE:

1. PROJECT SIGNS SHALL MEET ALL APPLICABLE REQUIREMENTS BASED ON LOCAL SIGN ORDINANCE.
2. CONTRACTOR IS RESPONSIBLE FOR SIGN PERMITTING.

DEMOLITION:

1. ALL EXISTING CONCRETE, ASPHALT, TREES, STUMPS, AND OTHER DELETERIOUS MATERIAL AS INDICATED ON THE PLANS SHALL BE REMOVED FROM THE SITE AND DISPOSED OF IN ACCORDANCE WITH FLORIDA LAWS.
2. WHERE PAVEMENT IS TO BE REMOVED AND REPLACED, AS INDICATED ON THE PLANS OR DIRECTED IN THE FIELD, ALL EXISTING MARKINGS AND TRAFFIC LOOPS SHALL ALSO BE REPLACED. THERE WILL BE NO DIRECT PAYMENT FOR THIS WORK. COST SHALL BE INCLUDED IN RELATED ITEMS OF WORK.
3. ALL EXISTING PAVEMENT AND DRIVEWAY PAVEMENT TO BE REMOVED SHALL BE SAW CUT.
4. REPAIR ALL EXISTING DRIVEWAYS CROSSED BY UTILITY CONSTRUCTION TO MATCH EXISTING CONSTRUCTION.
5. CONTRACTOR SHALL TRIM, TACK AND MATCH EXISTING PAVEMENT AT LOCATIONS WHERE NEW PAVEMENT ABUTS.
6. ANY DISTURBED MAIL BOXES OR SIGNS MUST BE REINSTALLED TO EXISTING OR ACCEPTABLE CONDITION AT THE CONTRACTOR'S EXPENSE.
7. ALL ITEMS NOTED AS "REMOVE AND SALVAGE" ARE TO REMAIN THE PROPERTY OF OWNER. CARE MUST BE TAKEN NOT TO DAMAGE SALVAGED ITEMS. ITEMS ARE TO BE TRANSPORTED TO A STORAGE LOCATION SPECIFIED BY THE OWNER.

SEDIMENTATION AND EROSION CONTROL NOTES:

1. CONTRACTOR SHALL STAGE AND TIME CONSTRUCTION TO MINIMIZE THE SIZE OF EXPOSED SOIL AREAS AND THE TIME BETWEEN EXPOSING THE SOIL AREA AND FINISHING THE SOIL AREA.
2. AS SOON AS GRADING IS COMPLETE IN AN AREA, THE CONTRACTOR WILL STABILIZE THE SOIL. FOR LONG, NARROW AREAS, THE CONTRACTOR SHALL STABILIZE CONTINUOUSLY DURING GRADING OPERATIONS. ROUGH GRADED AREAS SHOULD BE STABILIZED WITH TEMPORARY EROSION CONTROL IF FINAL GRADING AND STABILIZATION WILL NOT BE PERFORMED WITHIN FIVE (5) DAYS. FAILURE TO STABILIZE EXPOSED SOIL AREAS IN A TIMELY MANNER AFTER GRADING MAY BE CONSIDERED A VIOLATION OF CHAPTERS 17-3, 17-12, AND/OR 17/25, FLORIDA ADMINISTRATIVE CODE, BY THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (F.D.E.P.) AND SUBJECT TO CORRECTIVE ACTION, PURSUANT TO SECTION 403.121-403.161 FLORIDA STATUTES.
3. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR PERFORMING A TASK TO PROVIDE EROSION CONTROL UNLESS ANOTHER PARTY HAS BEEN PREVIOUSLY SPECIFIED AS RESPONSIBLE FOR THE EROSION CONTROL ASSOCIATED WITH THAT TASK. IN THE EVENT ANOTHER PARTY IS RESPONSIBLE FOR EROSION CONTROL, THE CONTRACTOR SHALL STILL BE RESPONSIBLE FOR COORDINATION WITH THE PARTY RESPONSIBLE. IN THE EVENT THAT DAMAGE TO THE CONSTRUCTED ITEM RESULTS ARE DUE TO LACK OF EROSION CONTROL, THE CONTRACTOR SHALL REPAIR OR REPLACE THE ITEM AT NO CHARGE TO THE OWNER.
4. TEMPORARY EROSION CONTROL SHALL CONSIST OF TEMPORARY GRASS, TEMPORARY MULCH, TEMPORARY SOD, ARTIFICIAL COVERINGS, BALED HAY OR STRAW, SILT FENCES, AND TURBIDITY BARRIERS AS SHOWN ON THE CONSTRUCTION DRAWINGS AND IN ACCORDANCE WITH APPROPRIATE TECHNICAL SPECIFICATIONS. IF TECHNICAL SPECIFICATIONS ARE NOT PROVIDED, THEN TEMPORARY EROSION CONTROL SHALL BE IN ACCORDANCE WITH SECTION 104 OF THE FLORIDA DEPARTMENT OF TRANSPORTATION (F.D.O.T.) STANDARD SPECIFICATIONS.
5. PERMANENT EROSION CONTROL SHALL CONSIST OF SEED, SEED AND MULCH, HYDRO-SEEDING, SOD, AND/OR ARTIFICIAL COVERINGS AS SHOWN ON THE CONSTRUCTION DRAWINGS AND IN ACCORDANCE WITH TECHNICAL SPECIFICATION SECTIONS 12 AND 13. IF TECHNICAL SPECIFICATIONS ARE NOT PROVIDED THEN PERMANENT EROSION CONTROL SHALL BE IN ACCORDANCE WITH SECTIONS 570 AND 575 OF THE F.D.O.T. STANDARD SPECIFICATIONS. SEED OR GRASS TYPE SHALL MATCH EXISTING OR BE AS SPECIFIED BY OWNER UNLESS NOTED OTHERWISE.
6. GRASS BY SEEDING SHALL BE IN ACCORDANCE WITH SECTIONS 104, 570, 981, 982, AND 983 OF F.D.O.T. STANDARD SPECIFICATIONS. THIS SHALL BE USED ONLY IN AREAS SUBJECT TO LIGHT EROSION SUCH AS FLAT AREAS.
7. GRASS BY HYDRO-SEEDING SHALL BE IN ACCORDANCE WITH SECTIONS 104, 570, 981, 982, AND 983 OF F.D.O.T. STANDARD SPECIFICATIONS. HYDRO-SEEDING MAY BE USED FOR FLAT AREAS AND SIDE SLOPES WHICH DO NOT EXCEED 4:1. DRAINAGE DITCHES OR LARGE SWALES MUST HAVE ADDITIONAL PROTECTION BESIDES HYDRO-SEEDING.
8. GRASS AND MULCH SHALL BE IN ACCORDANCE WITH SECTIONS 104, 570, 981, 982, AND 983 OF F.D.O.T. STANDARD SPECIFICATIONS. GRASS AND MULCH MAY BE USED IN ALL AREAS EXCEPT LARGE SWALES OR DITCHES. MULCH SHALL BE ANCHORED IN ACCORDANCE WITH SECTION 570.
9. SOLID SOD SHALL BE IN ACCORDANCE WITH SECTIONS 104, 575, 981, 982, AND 983 OF F.D.O.T. STANDARD SPECIFICATIONS. SOD MAY BE USED IN ALL AREAS FOR SIDE SLOPES GREATER THAN OR EQUAL TO 2:1. SOD SHALL BE STAGGERED SO AS TO AVOID A CONTINUOUS SEAM. IN AREAS WITH SLOPES 4:1 OR STEEPER, EACH PIECE OF SOD SHALL BE PEGGED WITH SOD PEGS. IN DIFFICULT SOIL CONDITIONS WITH STEEP SLOPES, IT MAY NECESSARY TO COVER SOD WITH ARTIFICIAL COVERINGS SUCH AS JUTE MESH UNTIL SOD BECOMES ESTABLISHED.
10. TEMPORARY EROSION CONTROL BY ARTIFICIAL COVERINGS SHALL CONSIST OF STRAW BLANKETS, COCONUT FIBER BLANKETS, POLYESTER BLANKETS, JUTE MESH, AND DRAINAGE FABRICS. MATERIALS SHALL BE INSTALLED IN ACCORDANCE WITH MANUFACTURER'S RECOMMENDATIONS. SEEDING SHALL BE INCLUDED IF MATERIAL REQUIRES VEGETATION TO FUNCTION PROPERLY.
11. THE CONTRACTOR IS TO PROVIDE EROSION CONTROL/ SEDIMENTATION BARRIER (HAY BALES, SILT FENCE, TURBIDITY BARRIER, OR AS SPECIFIED IN THE CONSTRUCTION DRAWINGS) TO PREVENT SILTATION OF ADJACENT PROPERTY, STREETS, STORM SEWERS, WATERWAYS, AND WETLAND OR JURISDICTIONAL AREAS. IF, IN THE OPINION OF THE ENGINEER, AND/OR REGULATORY AUTHORITIES, EXCESSIVE QUANTITIES OF MATERIAL ARE TRANSPORTED OFF- SITE BY EROSION OR STORMWATER RUNOFF, THE CONTRACTOR SHALL IMPROVE CONDITIONS TO THE SATISFACTION OF THE ENGINEER AND/OR AUTHORITIES. IN NO CASE SHALL CONSTRUCTION COMMENCE PRIOR TO INSTALLATION OF EROSION CONTROL/SEDIMENTATION BARRIER.
12. CONTRACTOR SHALL PLACE STRAW, MULCH, OR OTHER SUITABLE MATERIAL ON GROUND IN ADDITION TO COARSE AGGREGATE IN AREAS WHERE CON- STRUCTION-RELATED TRAFFIC IS TO ENTER AND EXIT SITE.
13. IF WIND EROSION BECOMES SIGNIFICANT DURING CONSTRUCTION, THE CONTRACTOR SHALL STABILIZE THE AREA USING SPRINKLING IRRIGATION OR OTHER ACCEPTABLE METHODS.
14. ALL DISTURBED AREAS NOT PAVED, SODDED OR OTHERWISE LANDSCAPED SHALL BE SEEDED, FERTILIZED AND MULCHED PER FDOT SPECIFICATIONS, SECTION 570. SEEDING RATE AND MIX SHALL COMPLY WITH THE SEEDING RATE TABLE OFF DOT STANDARD INDEX 105.
15. CONTRACTOR SHALL SOD ALL SLOPES 4:1 AND STEEPER IMMEDIATELY AFTER CONSTRUCTION UNLESS OTHERWISE DIRECTED BY THE ENGINEER.
16. ALL EXCAVATED SOILS SHALL BE STOCKPILED IN LOCATION(S) INDICATED ON PLANS IF SHOWN. APPROPRIATE SEDIMENTATION AND EROSION CONTROLS SHALL BE INSTALLED AROUND THE STOCKPILE.

MAINTENANCE:

1. THE CONTRACTOR SHALL PROVIDE ROUTINE MAINTENANCE OF PERMANENT AND TEMPORARY EROSION CONTROL FEATURES IN ACCORDANCE WITH TECHNICAL SPECIFICATIONS SECTION 10, 12, AND 13 UNTIL THE PROJECT IS COMPLETED AND ACCEPTED. IF TECHNICAL SPECIFICATIONS ARE NOT PROVIDED, THEN MAINTENANCE SHALL BE IN ACCORDANCE WITH SECTION 104 OF THE FLORIDA DEPARTMENT OF TRANSPORTATION (F.D.O.T.) STANDARD SPECIFICATIONS.
2. SILT FENCES AND TURBIDITY BARRIERS SHALL BE CHECKED DAILY FOR EFFECTIVENESS, BREACHES, AND ROUTINE MAINTENANCE.
3. ALL DISTURBED AREAS TO BE PERMANENTLY GRASSED AND RETENTION AREAS TO BE SODDED.

SITE GEOMETRY NOTES:

1. ALL BUILDING DIMENSIONS ARE TO THE FACE OF BUILDING UNLESS OTHERWISE NOTED.
2. ALL DIMENSIONS ALONG CURB LINES ARE TO THE BACK OF CURB UNLESS OTHERWISE NOTED.

GENERAL UTILITY NOTES:

1. ALL UTILITIES MUST BE INSTALLED PRIOR TO THE CONSTRUCTION OF CURB, BASE AND PAVEMENT. APPROVAL BY LOCAL AUTHORITY MUST BE OBTAINED PRIOR TO FURTHER CONSTRUCTION.
2. CONTRACTOR IS TO PROVIDE A SITE ELECTRICAL PLAN TO OWNER AND ENGINEER PRIOR TO COMMENCEMENT OF CONSTRUCTION (EXCLUDING DEMOLITION). CONDUITS FOR ELECTRICAL WORK IN CIVIL PLANS ARE ONLY TO NOTE AN INTENT TO SERVE SPECIFIC AREAS. SITE ELECTRICAL PLAN SHOULD BE DEVELOPED IN COORDINATION WITH OWNER TO ANTICIPATE DEMAND AND ASSURE SUCH WORK MEETS APPLICABLE CODES.
3. SITE CONTRACTOR SHALL BE RESPONSIBLE FOR COORDINATION WITH LIGHTING, IRRIGATION AND ELECTRICAL CONTRACTORS REGARDING REQUIRED CONDUITS.
4. PIPE LENGTHS SHOWN ARE FROM CENTER OF STRUCTURE TO CENTER OF STRUCTURE. PIPE LENGTHS ARE MEASURED IN LINEAR FEET (NOTED AS LF).
5. ALL MANHOLES, INLETS AND CLEANOUTS SUBJECT TO VEHICULAR LOADING, INCLUDING THOSE AREAS REQUIRING FUTURE MAINTENANCE, SHALL HAVE TRAFFIC BEARING (HS-20) RINGS, COVERS, GRATES, ETC.
6. ALL STORM INLETS EQUAL TO OR GREATER THAN 5' DEEP SHALL BE EQUIPPED WITH ACCESS RUNGS.
7. ALL STORM SEWER STUB-OUTS TO BE CLOSED W/ MASONRY SEAL AT THE STUB END.
8. ALL STORMWATER DRAIN PIPE JOINTS WITHIN 6 FEET OF PAVING SHALL BE WRAPPED WITH FDOT APPROVED FABRIC UNLESS OTHERWISE NOTED OR STATED BY THE ENGINEERS.
9. WATER AND WASTEWATER CONSTRUCTION SHALL BE IN ACCORDANCE WITH LOCAL AUTHORITY SPECIFICATIONS, UNLESS OTHERWISE SHOWN ON PLANS.
10. A MINIMUM 18" COVER IS REQUIRED ON ALL PROPOSED WATER AND SANITARY LINES AND SERVICES FROM FINISHED GRADES, INCLUDING SWALES AND STORMWATER RETENTION / DETENTION AREAS.
11. POTABLE WATER MAINS, SERVICES AND VALVES SHALL BE MARKED BY INSTALLATION OF NO. 14 COPPER INSULATED TRACER WIRE IN TRENCH ABOVE PIPE. TRACER WIRE SHALL BE INSTALLED THROUGHOUT THE ENTIRE SYSTEM.
12. CONTRACTOR SHALL INSTALL SANITARY SEWER MAINS AT UNIFORM SLOPE BETWEEN MANHOLES SPECIFIED ON THE UTILITY PLAN. ALIGNMENT OF PIPE BETWEEN MANHOLES SHALL BE STRAIGHT.
13. FIRE HYDRANTS SHALL BE PAINTED CHROME YELLOW (SAFETY YELLOW) PER NFPA-291.
14. LEAKAGE TESTS SHALL BE PERFORMED ON ALL SEWER PIPES AND MANHOLES.
    14.a. SEWER PIPES SHALL BE TESTED BY EITHER INFILTRATION OR EXFILTRATION, AS APPROPRIATE, SO THAT TEST IS PERFORMED WITH A MINIMUM POSITIVE HEAD OF 2 FEET. TEST DURATION SHALL BE A MINIMUM OF 2 HOURS DURATION AND MAXIMUM ALLOWABLE LEAKAGE (IN OR OUT OF PIPE) SHALL NOT EXCEED 200 GALLONS PER INCH OF PIPE DIAMETER PER MILE PER DAY (EQUIVALENT TO 0.157 GALLONS PER INCH DIAMETER PER 100 FEET OF PIPE PER HOUR).
    14.b. MANHOLES SHALL BE TESTED BY PLUGGING LINES IN / OUT OF THE MANHOLE AND FILLING MANHOLE TO RIM WITH WATER. AFTER ALLOWING WATER TO STABILIZE FOR ONE HOUR, CONTRACTOR SHALL FILL THE MANHOLE AGAIN, THEN CHECK WATER LEVEL AFTER TWO HOURS. A DROP IN WATER LEVEL OF ONE INCH (1") PER FOOT OF MANHOLE DEPTH PER HOUR IS CONSIDERED ACCEPTABLE.
15. IF PIPING OR MANHOLE FAIL LEAKAGE TESTS, CONTRACTOR SHALL TAKE CORRECTIVE ACTION TO RESEAL AND THEN RETEST.
16. HYDROSTATIC TESTING OF WATER MAINS AND APPURTENANCES SHALL CONSIST OF BOTH PRESSURE AND LEAKAGE TESTS OF 2 HOUR DURATION EACH AT 150 PSIG.
17. PRESSURE TESTS WILL BE CONDUCTED WITH A PRESSURE LOSS OF NOT MORE THAN 2 PSIG REGARDLESS OF PIPE LENGTH TESTED.
18. LEAKAGE TESTS WILL BE CONDUCTED AFTER PRESSURE TESTS. PIPE INSTALLATION WILL NOT BE ACCEPTED IF LEAKAGE IS GREATER THAN DETERMINED BY THE FOLLOWING FORMULA FROM ANSI/AWWA C-600-LATEST: $L=(SD(P)^{1/2})/133200$ WHERE L = ALLOWABLE LEAKAGE IN GALLONS PER HOUR; S = LENGTH OF PIPELINE TESTED IN FEET; D = NOMINAL DIAMETER OF PIPE IN INCHES; P = AVERAGE PRESSURE DURING LEAKAGE TEST IN PSIG.
19. IF LEAKAGE IS GREATER THAN SPECIFIED LIMIT, CONTRACTOR SHALL TAKE CORRECTIVE ACTION TO LOCATED AND REPAIR DEFECTIVE MATERIAL. VISIBLE LEAKS WILL BE CORRECTED REGARDLESS OF TOTAL LEAKAGE.
20. ALL WATER PIPES AND FITTINGS WILL BE THOROUGHLY DISINFECTED PRIOR TO BEING PLACED INTO SERVICE. DISINFECTION WILL FOLLOW APPLICABLE PROVISIONS OF PROCEDURES ESTABLISHED IN AWWA C-651-LATEST, RULE 62-555.345, F.A.C. AND WILL BE IN ACCORDANCE WITH BOTH STATE AND LOCAL REQUIREMENTS.
21. WHERE IT BECOMES NECESSARY TO TEMPORARILY REMOVE, REPOSITION, OR SUPPORT EXISTING FACILITIES, UTILITY POLES, ETC. THIS WORK SHALL BE PERFORMED AT THE CONTRACTOR'S EXPENSE AND IN ACCORDANCE WITH REQUIREMENTS OF THE OWNER OF THE EXISTING FACILITY, UTILITY POLE, ETC. THE CONTRACTOR SHALL GIVE PROPER NOTICE TO THE UTILITIES. THE CONTRACTOR SHALL PHYSICALLY EXAMINE THE ENTIRE PROJECT SITE AND INFORM HIMSELF FULLY IN REGARD TO ALL CONDITIONS PERTAINING TO THE PLACE WHERE THE WORK IS TO BE PERFORMED FOR PURPOSE OF DETERMINING HIS COST TO PERFORM THE WORK.
22. THE CONTRACTOR SHOULD PAY SPECIAL ATTENTION TO AREAS INVOLVING CLEARING AND GRUBBING, EXISTING FACILITIES REMOVAL AND REPLACEMENT, SUPPORT ON RELOCATION, AND WORK INVOLVED IN WETLAND AREAS. WHERE IT IS NECESSARY TO CROSS OVER OR UNDER EXISTING FACILITIES, A MINIMUM OF 6" CLEARANCE SHALL BE PROVIDED BETWEEN THE NEW AND EXISTING UTILITY. IT MAY BE NECESSARY AT SUCH LOCATIONS TO PROVIDE DUCTILE IRON PIPE FOR THE NEW UTILITY AND/OR SUPPORT AS SHOWN IN THE PLANS. THIS WORK WILL BE AS DIRECTED IN THE FIELD OR SHOWN ON THE PLANS AND SHALL BE PAID FOR UNDER THE UNIT PRICES BID FOR THE VARIOUS SIZES AND TYPES OF PIPE. THERE SHALL BE NO ADDITIONAL COMPENSATION FOR EXTRA DEPTH REQUIRED TO CROSS UNDER EXISTING FACILITIES.
23. WHEN PIPE DEFLECTION IS USED TO CHANGE ALIGNMENT ON GRADE OF PRESSURE PIPE, DEFLECTION SHALL NOT EXCEED 50% OF THE MANUFACTURER'S MAXIMUM RECOMMENDED DEFLECTION. IT SHALL BE RESPONSIBILITY OF THE CONTRACTOR TO COORDINATE AND SCHEDULE THE ACTIVITIES OF THE UTILITY COMPANIES INCLUDING BUT NOT LIMITED TO TV, TELEPHONE, GAS, POWER, ETC., AND PROVIDE IN ACCORDANCE WITH THE UTILITY COMPANY ANY NECESSARY CONDUITS FOR CROSSINGS UNDER PAVEMENT. NO ADDITIONAL COMPENSATION SHALL BE PROVIDED FOR THIS SERVICE.
24. ANY DAMAGE CAUSED BY THE UTILITY COMPANY TO THE IMPROVEMENTS OF THE CONTRACTOR SHALL BE REPAIRED IN ACCORDANCE WITH THESE CONTRACT DOCUMENTS. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO INSURE THAT REPAIRS ARE PERFORMED, EITHER BY THE CONTRACTOR OR THE UTILITY COMPANY AT NO COST TO THE OWNER.

STORMWATER MANAGEMENT NOTES:

1. JUNCTION BOXES OUTSIDE THE RIGHT OF WAY MUST BE CAST IRON CAPABLE OF HANDLING LIVE LOADS AND BE CAST WITH "STORM" ON THE COVER.

PAVING, GRADING & EARTHWORK NOTES:

1. IN EXCAVATING STREETS AND DRIVEWAYS THAT HAVE BEEN SURFACED WITH SAND-CLAY, CLAY GRAVEL, OR OTHER BASE COURSE, SUCH BASE MATERIALS SHALL BE EITHER STOCKPILED AND KEPT SEPARATE FROM THE EARTH EXCAVATED OR THE CONTRACTOR SHALL, AT HIS EXPENSE, PROVIDE NEW BASE OF LIKE KIND AND EQUAL QUALITY.
2. CONTRACTOR MUST SALVAGE EXISTING TOP SOIL WITHIN PROJECT SITE OR REPLACE AT HIS OWN EXPENSE.
3. ANY DEFICIENCY IN THE QUANTITY OF MATERIAL FOR BACKFILLING THE TRENCHES, OR FOR FILLING DEPRESSIONS CAUSED BY SETTLEMENT, SHALL BE SUPPLIED BY THE CONTRACTOR AT NO COST TO THE OWNER. THIS ALSO APPLIES TO BASE COURSE UNDER PAVED STREETS.
4. CONTRACTOR SHALL CLEAR AND GRUB ONLY THOSE PORTIONS OF THE SITE NECESSARY FOR CONSTRUCTION. CLEAR AND GRUB SHALL CONSIST OF THE REMOVAL OF ALL DELETERIOUS MATERIAL INCLUDING TREES, ROOTS, TOPSOIL, ETC.
5. ORGANIC, UNSUITABLE SOILS BENEATH THE PAVED AREAS SHALL BE REMOVED AND REPLACED WITH CLEAN SAND MATERIAL OF WHICH NOT MORE THAN 15% BY DRY WEIGHT IS FINER THAN THE NUMBER 200 MESH SIEVE. FILL MATERIAL SHALL BE FREE OF ORGANICS, RUBBLE, CLAY, OR OTHER DELETERIOUS MATTER.
6. THE PAVEMENT SUBGRADE SHOULD BE STABILIZED TO A MINIMUM LBR OF 40 UNLESS OTHERWISE SPECIFIED. MATERIAL FOR STABILIZATION SHALL BE AS CALLED OUT ON THE PLANS, OR OTHER MATERIAL APPROVED BY THE ENGINEER AND THE GEOTECHNICAL ENGINEER. COMPACTION OF THE SUBGRADE SHALL BE BY A HEAVY VIBRATORY ROLLER (MINIMUM STATIC WEIGHT OF FIVE TONS) WITH A MINIMUM OF 10 PASSES WITH A 20% OVERLAP BETWEEN PASSES. THE VIBRATORY ROLLER SHOULD ALSO BE EQUIPPED WITH A VARIABLE FREQUENCY CONTROL TO OPERATE AT THE RESONANT FREQUENCY OF THE SOILS.
7. ALL WASTE MATERIAL SHALL BE DISPOSED OF OFFSITE IN ACCORDANCE WITH APPLICABLE REGULATIONS.
8. PROPOSED SPOT ELEVATIONS REPRESENT FLOW LINE OF CURB & GUTTER OR FINISHED PAVEMENT OR GROUND SURFACE GRADE UNLESS OTHERWISE NOTED ON DRAWINGS.
9. CONTRACTOR TO PROVIDE 1/2" TO 1" BITUMINOUS EXPANSION JOINT MATERIAL WITH SEALER AT ABUTMENT OF CONCRETE AND OTHER MATERIALS (BUILDINGS, OTHER POURED CONCRETE, ETC.) EXCEPT ASPHALT.
10. CONTRACTOR SHALL TRIM, TACK AND MATCH EXISTING PAVEMENT AT LOCATIONS WHERE NEW PAVEMENT ABUTS.
11. TESTING REQUIREMENTS SHALL BE IN ACCORDANCE WITH THE TESTING SCHEDULE CONTAINED WITHIN THESE PLANS OR PER APPLICABLE LOCAL GOVERNMENT OR REGULATORY AGENCY, WHICHEVER IS MORE STRINGENT. SELECTION AND CONTRACTING WITH THE TESTING FIRMS SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO COORDINATE AND SCHEDULE ALL TESTS.
12. ACCEPTANCE TESTING FOR NEW PAVEMENT, IF APPLICABLE, SHALL CONSIST OF ONE PASS OF A STANDARD 15-FOOT ROLLING STRAIGHT EDGE OPERATED WHILE THE PAVEMENT IS STILL HOT. ALL DEFICIENCIES IN EXCESS OF 3/16 INCH SH

GENERAL TESTING NOTES:

1. TESTING REQUIREMENTS SHALL BE IN ACCORDANCE WITH THE TESTING SCHEDULE CONTAINED WITHIN THESE PLANS OR PER APPLICABLE LOCAL GOVERNMENT OR REGULATORY AGENCY, WHICHEVER IS MORE STRINGENT. SELECTION AND CONTRACTING WITH THE TESTING FIRMS SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO COORDINATE AND SCHEDULE ALL TESTS.
2. COPIES OF THE TEST REPORTS FOR ASPHALT, BASE, SUBGRADE, FILL AND BACKFILL UNDER ROADWAYS AND STRUCTURES, AND UTILITY TRENCHES SHALL BE PROVIDED DIRECTLY TO THE ENGINEER FOR APPROVAL. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO COORDINATE TESTING AND INSURE THAT ALL APPLICABLE TESTS HAVE BEEN PERFORMED. FAILURE TO OBTAIN TEST RESULTS AT ANY POINT OF CONSTRUCTION WILL REQUIRE THE REMOVAL OF THE IMPROVEMENT AND REPLACEMENT BY CONTRACTOR, AT NO ADDITIONAL COST TO THE OWNER. IT SHOULD BE NOTED THAT THE APPLICABLE LOCAL GOVERNMENT MAY REQUIRE COMPACTION TESTING IN ACCORDANCE WITH THE TESTING SCHEDULE FOR UTILITY TRENCH FILL AND BACKFILL OR ACCORDING TO THE LOCAL GOVERNMENTAL STANDARDS, WHICHEVER IS MORE STRINGENT.

TESTING SCHEDULE
(FOR ALL WORK OUTSIDE THE FLORIDA STATE DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY)

ITEM	TEST	TEST IDENTIFICATION	TEST REQUIREMENT	TESTING FREQUENCY
UTILITY TRENCH FILL & BACKFILL	MAXIMUM DENSITY/OPTIMUM MOISTURE CONTENT	AASHTO T-180 ASTM D-1557	N/A	PER SOIL TYPE
	FIELD DENSITY	AASHTO T-191 / AASHTO T-204 ATM D-1556 / ASTM D-2937	95% OF MAXIMUM DENSITY AT OPTIMUM MOISTURE CONTENT	ONE PER 500 L.F. HORIZONTAL OR ONE PER 750 S.Y. WITH A MINIMUM OF 3 TESTS, ALTERNATING 12 IN. LIFTS
	SOIL GRADATION	AASHTO M-92	(15% PASSING NO. 200 SEIVE)	ONE PER SOIL TYPE
FILL & BACKFILL UNDER ROADWAYS AND STRUCTURES	MAXIMUM DENSITY/OPTIMUM MOISTURE CONTENT	AASHTO T-180 ASTM D-1557	N/A	PER SOIL TYPE
	FIELD DENSITY	AASHTO T-191 / AASHTO T-204 ASTM D-1556, D-2937, D2922	98% OF MAXIMUM DENSITY AT OPTIMUM MOISTURE CONTENT	ONE PER 500 L.F. HORIZONTAL OR ONE PER 750 S.Y. WITH A MINIMUM OF 3 TESTS
	SOIL GRADATION	AASHTO M-92	(15% PASSING NO. 200 SEIVE)	ONE PER SOIL TYPE
SUBGRADE	BEARING VALUES	LBR-FDOT	40 (MIN.)	ONE PER SITE OR AT MATERIAL CHANGES
	MAXIMUM DENSITY/OPTIMUM MOISTURE CONTENT	AASHTO T-180 ASTM D-1557	N/A	PER SOIL TYPE
	FIELD DENSITY & THICKNESS	ASTM D-1556 OR ASTM D-2937	98% OF MAXIMUM DENSITY AT OPTIMUM MOISTURE CONTENT	ONE PER 500 L.F. HORIZONTAL OR ONE PER 750 S.Y. WITH A MINIMUM OF 3 TESTS
BASE (SAND-ASPHALT)	MARSHALL STABILITY TESTS	FDOT FM 5-511	500 LB. (MIN)	ONE PER SOURCE OR AS MATERIAL CHANGES
	FIELD DENSITY AND THICKNESS	ASTM D-1559	95% OF LAB DENSITY AS DETERMINED BY MARSHALL METHOD	ONE PER 300 L.F. HORIZONTAL OR ONE PER 750 SY WITH A MINIMUM OF 3 TESTS
BASE (SAND-CLAY)	BEARING VALUES	LBR-FDOT	70 (MIN.)	ONE PER SITE OR AS MATERIAL CHANGES
	MAXIMUM DENSITY/OPTIMUM MOISTURE CONTENT	AASHTO T-180 ASTM D-1557	N/A	PER SOIL TYPE
	FIELD DENSITY & THICKNESS	AASHTO T-191 OR AASHTO T-204 ASTM D-1556 OR ASTM D-2937	98% MAXIMUM DENSITY	ONE PER 500 L.F. HORIZONTAL OR ONE PER 750 S.Y. WITH A MINIMUM OF 3 TESTS
ASPHALT	MATERIALS QUALITY, BITUMEN CONTENT, AND GRADATION	AASHTO T-164, 5-30 ASTM D-2172	FDOT SPEC. 330, 331, 916	FDOT SPEC. 331, 916
	FIELD DENSITY & THICKNESS	ASTM D-2950	98% OF LAB DENSITY	ONE PER 500 L.F. HORIZONTAL OR ONE PER 750 S.Y. WITH A MINIMUM OF 3 TESTS
	AGGREGATE CERTIFICATION	N/A	FDOT SPEC. 901,902	ONE PER SUPPLIER
	MARSHALL STABILITY AND DENSITY	ASTM D-1559	FDOT SPEC. 331	ONE PER DAY
CONCRETE (MISC. SITE WORK*)	SLUMP TEST	AASHTO T-119 ASTM C-143	2" TO 3"	AS REQUIRED BY SOILS ENGINEER OR ONE PER SET OF CYLINDERS
	COMPRESSIVE STRENGTH	AASHTO T-23 ASTM C-31	3000 PSI	ONE SET OF 3 CYLINDERS PER 50 CY PER DAY
	AIR CONTENT	AASHTO T-199	3%-6%	ONE PER SET OF CYLINDERS

*NOTE: CONCRETE FOR SITE WORK INCLUDES BUT IS NOT LIMITED TO CURB & GUTTER, SIDEWALKS, ETC., EXCEPT CONCRETE PAVEMENT.

ABBREVIATIONS:

ABB.	DESCRIPTION
N	NORTH
S	SOUTH
E	EAST
W	WEST
SF	SQUARE FOOT
LF	LINEAR FOOT
AC	ACRE
L1	LINE & NUMBER TO LINE TABLE
C1	CURVE & NUMBER TO LINE TABLE
LB	BUSINESS LICENSE
ID	IDENTIFICATION
NAVD	NORTH AMERICAN VERTICAL DATUM OF 1988
NAD83	NORTH AMERICAN DATUM OF 1983
ORB	OFFICIAL RECORDS BOOK
PG	PAGE
EL/ELEV	ELEVATION
±	MORE OR LESS
'	MINUTES WHEN USED IN BEARING OR ANGLE
'	FEET OF DECIMAL THEREOF WHEN USED IN DIMENSION

ABB.	DESCRIPTION
"	SECONDS WHEN USED IN BEARING OR ANGLE
"	INCHES OF DECIMAL THEREOF WHEN USED IN DIMENSION
°	DEGREE
HDPE	HIGH DENSITY POLYETHYLENE
RCP	REINFORCED CONCRETE PIPE
CMP	CORRUGATED METAL PIPE
EOP	EDGE OF PAVEMENT
FOC	FACE OF CURB
BOC	BACK OF CURB
R	RADIUS
TC	TOP OF CURB
BC	BOTTOM OF CURB
TW	TOP OF WALL
BW	BOTTOM OF WALL
INV	INVERT
CO	CLEANOUT
SSMH	SANITARY SEWER MANHOLE
STMH	STORM MANHOLE
YI	YARD INLET

LINETYPE LEGEND:

LINETYPE DESCRIPTION	LINETYPE
CABLE TELEVISION	CATV
COMMUNICATION	C
OVERHEAD ELECTRIC	OE
UNDERGROUND ELECTRIC	UE
FIBER OPTIC LINE	FO
GAS MAIN	GAS
IRRIGATION LINE	IR
PROPERTY BOUNDARY	
BUFFER	
EASEMENT	
PROPERTY LOT LINE	
PRESERVATION	
RIGHT-OF-WAY	
SETBACK	
BUILDING OUTLINE	
BUILDING OVERHANG	
WETLAND BUFFER	
EDGE OF PAVEMENT	
BACK OF CURB	
FACE OF CURB	
RECLAIM WATER MAIN	RC
CENTERLINE	
FORCE MAIN	FM
SANITARY SEWER MAIN	SS
BARBED WIRE FENCE	X
CHAIN LINK FENCE	
WOOD FENCE	
WOVEN FENCE	
MAJOR CONTOUR	
MINOR CONTOUR	
POTABLE WATER MAIN	W
FIRE LINE	F
STORM PIPE	
STORM POND OUTLINE	
LEFT OFFSET (PROFILE)	L
RIGHT OFFSET (PROFILE)	R
GRADE (PROFILE)	
SAMPLE/SECTION LINE	
SINGLE ROW SILT FENCE	SF
DOUBLE ROW SILT FENCE	SF SF
HEAVY DUTY SILT FENCE	HDSF
TREE PROTECTION	TP
LIMITS OF CLEARING	
LIMITS OF CONSTRUCTION	

HATCH LEGEND:

HATCH DESCRIPTION	HATCH
ASHPALT	
CONCRETE	
GRAVEL	
PAVERS	

HATCH DESCRIPTION	HATCH
SHELL	
WETLAND / CONSERVATION	
BUILDING	
RIP RAP / EXFILTRATION	

SYMBOL LEGEND:

SYMBOL	DESCRIPTION
FCIP	FOUND CAPPED IRON PIN
SCIP	SET CAPPED IRON PIN
FND	FOUND NAIL & DISK
SND	SET NAIL & DISK
	FOUND CONCRETE MONUMENT
	SET CONCRETE MONUMENT
FN	FOUND NAIL
SN	SET NAIL
FPK	FOUND PK MAG NAIL
SPK	SET PK MAG NAIL
	FOUND CHISELED TRIANGLE
FGPS	FOUND GPS MONUMENT
	FOUND RAILROAD SPIKE
	FOUND AERIAL TARGET
	BENCHMARK
	PRIMARY CONTROL POINT (PCP)
	MAGNOLIA TREE
	HICKORY TREE
	PALM TREE
	OAK TREE
	PINE TREE
E	ELECTRIC METER
EP	ELECTRIC PEDESTAL
TP	TELEPHONE PEDESTAL
CP	CABLE PEDESTAL
	UTILITY POLE
	GUY POLE
	FLAG POLE
	LIGHT POLE
	GROUND LIGHT
	MAIL BOX
	BOLLARD
	WHEEL STOP
	HANDICAP STRIPING
	PAVEMENT ARROW
	SIGNAGE
MW	MONITORING WELL
	POINT OF ANALYSIS
	FLOW ARROWS
ST	STORMWATER MANHOLE
	STORMWATER CLEANOUT
	NYLOPLAST DRAIN BASIN
	MITERED END SECTION

SYMBOL	DESCRIPTION
	FLARED END SECTION
	DITCH BOTTOM INLET
	CURB INLET
	GUTTER INLET
	COMBINATION INLET
G	NATURAL GAS METER
	NATURAL GAS VALVE (PROPOSED)
	NATURAL GAS VALVE (EXISTING)
	IRRIGATION CONTROL VALVE (PROPOSED)
	IRRIGATION CONTROL VALVE (EXISTING)
W	POTABLE WATER METER (SINGLE SERVICE)
WW	POTABLE WATER METER (DUAL SERVICE)
WWW	POTABLE WATER METER BANK
	POTABLE WATER VALVE (PROPOSED)
	POTABLE WATER VALVE (EXISTING)
	BACKFLOW PREVENTER
	POTABLE WATER REDUCER
	TEE
	CROSS
	90° BEND
	45° BEND
	22.5° BEND
	11.25° BEND
	FIRE HYDRANT (PROPOSED)
	FIRE HYDRANT (EXISTING)
	WATER SPIGOT
R	RECLAIM METER
	RECLAIM VALVE (PROPOSED)
	RECLAIM VALVE (EXISTING)
	AIR RELEASE VALVE
	FORCE MAIN VALVE (PROPOSED)
	FORCE MAIN VALVE (EXISTING)
SS	SANITARY SEWER MANHOLE
C	SANITARY SEWER CLEANOUT
	GREASE TRAP
GT	GREASE TRAP MANHOLE
SH	SANITARY SEWER HAND HOLE
LH	SANITARY SEWER LAMP HOLE
	CONE (TRAFFIC CONTROL)
	INLET PROTECTION
	DITCH PROTECTION
	SAND BAG
	DEMOLITION

REFERENCE SOURCES:

REFERENCE ABB.	REFERENCE MATERIAL
ASTM	AMERICAN SOCIETY OF TESTING MATERIALS
ANSI	AMERICAN NATIONAL STANDARDS INSTITUTE
AASHTO	AMERICAN ASSOCIATION OF HIGHWAY AND TRANSPORTATION OFFICIALS
FDOT	FLORIDA DEPARTMENT OF TRANSPORTATION
FDEP	FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION

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MIRAMAR BEACH | FLORIDA | 32550

GREGG ORR MARINE
BOAT / YACHT SALES
GREGG ORR MARINE
226 MAIN STREET
DESTIN, FL 32541

RECORD DATA
DATE: 05.26.2017
REV. NO: 3
REV. DATE: 05.01.2018
DRAWN BY: MTM
REVIEWED BY: MTM

STATE OF FLORIDA
MARK T. MURRAY
LICENSE
No. 80519
MAY 01 2018
STATE OF FLORIDA
PROFESSIONAL ENGINEER
INNERLIGHT ENGINEERING CORPORATION
11490 EMERALD COAST PARKWAY, SUITE 2W
MIRAMAR BEACH, FLORIDA 32550
PH: 850.353.4370

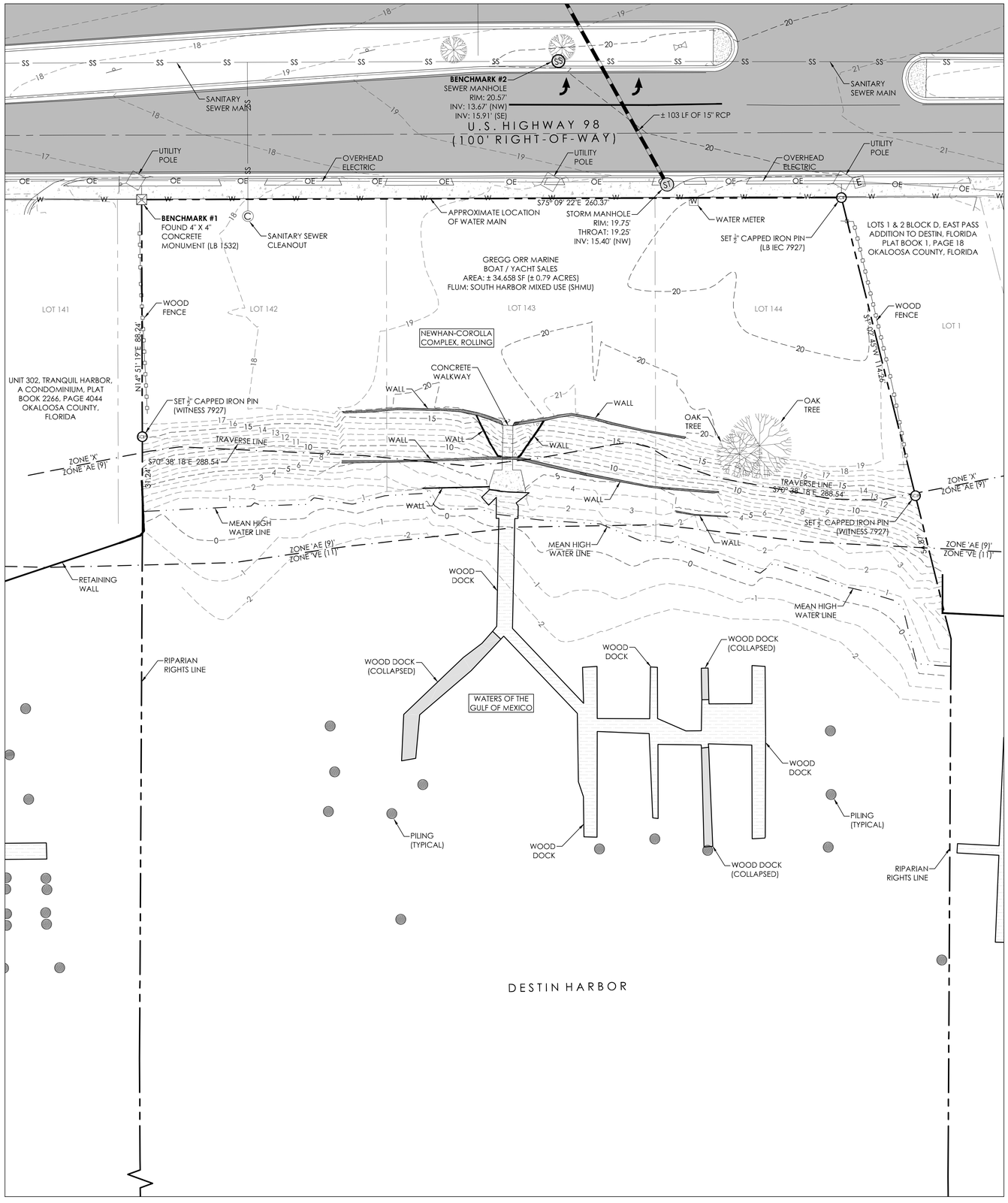
SHEET TITLE
GENERAL NOTES (2 OF 2)

SHEET NUMBER
3 OF 11

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C:\DROPBOX (IEC)\PROJECTS\GREGG ORR MARINE PROPERTY\3.ENGINEERING\1 CDS\2.SHEETS\SOUTH PROPERTY\3 GENERAL NOTES.DWG, MARK, 4/30/2018 5:17:57 PM



EXISTING CONDITIONS NOTES

1. THIS MAP REPRESENTS AN EXISTING CONDITIONS MAP AND IS ONLY FOR THE LANDS DESCRIBED. COMPLETION DATE OF FIELD SURVEY: AUGUST 9, 2016, BY BILL ADAMS AND JACOB JENKINS IN FIELD BOOK 17, PAGE 1 AND UPDATED ON APRIL 09, 2017, BY DEVON GILES IN FIELD BOOK 17, PAGE 1.
2. SOURCES OF INFORMATION USED IN THE PREPARATION OF THIS SURVEY INCLUDE:
   - PLAT BOOK 2, PAGE 43 IN THE PUBLIC RECORDS OF OKALOOSA COUNTY, FLORIDA
   - FIELD RECOVERED MONUMENTATION, AS NOTED
3. THIS EXISTING CONDITIONS PLAN DOES NOT REFLECT RESEARCH BY INNERLIGHT ENGINEERING CORPORATION, REGARDING TITLE OR EASEMENT, THERE MAY EXIST: DEEDS OF RECORD, UNRECORDED DEEDS, PLATS, UNRECORDED PLATS, EASEMENTS, RIGHTS-OF-WAYS, OR OTHER INSTRUMENTS THAT MAY AFFECT THIS PARCEL.
4. NORTH AND THE BEARINGS DEPICTED HERON ARE BASED UPON THE STATE PLANE COORDINATE SYSTEM - FLORIDA NORTH ZONE, NORTH AMERICAN DATUM OF 1983 (NAD 83).
5. IMPROVEMENTS ARE AS SHOWN. NO ATTEMPT WAS MADE TO LOCATE UNDERGROUND FEATURES, UNDERGROUND FOUNDATIONS, OR UNDERGROUND UTILITIES UNLESS OTHERWISE NOTED.
6. ELEVATIONS SHOWN HEREON ARE BASED ON NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD 88).
7. A WETLAND LOCATE WAS NOT PERFORMED FOR THIS EXISTING CONDITIONS PLAN.
8. THE MEAN HIGH WATER LINE ELEVATION SHOWN HEREON WAS ESTABLISHED BY EXTENDING THE 0.73' MEAN HIGH WATER LINE ELEVATION PROVIDED BY THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION.
9. THE SUBJECT PROPERTY HAS ± 304 LINEAR FEET OF SHORELINE
10. FINGER PIER WIDTH IS 4 FEET UNLESS OTHERWISE NOTED.
11. THERE IS NO NAVIGATION CHANNEL IN THIS PORTION OF THE HARBOR.

N

GRAPHIC SCALE
20 0 10 20 40
(IN FEET)
1 inch =20 Feet

LEGAL DESCRIPTION (AS FURNISHED)

LOTS 142, 143 AND 144, EXCEPT THE WEST 9 FEET OF LOT 142, BLOCK C, CALHOUN SUBDIVISION, ACCORDING TO THE PLAT ON FILE IN THE OFFICE OF THE CIRCUIT COURT, OKALOOSA COUNTY, FLORIDA.

FEMA FLOOD NOTE

FEDERAL EMERGENCY MANAGEMENT AGENCY (F.E.M.A.), FLOOD INSURANCE RATE MAP (F.I.R.M.) 12091C0488H, BEING PANEL 488 OF 494, EFFECTIVE DATE OF DECEMBER 6, 2002, INDICATES THAT THE SUBJECT PARCEL IS LOCATED IN ZONES "X", "AE (9)", AND "VE (11)". NO CERTIFICATIONS ARE MADE REGARDING THE ACCURACY OF SAID F.I.R.M.

BENCHMARK DATA

BENCHMARK #1:	4" X 4" CONCRETE MONUMENT (LB 1532) NORTHING: 511698.7040 EASTING: 1339458.1610 ELEVATION: 17.52 (NAVD 1988)
BENCHMARK #2:	SANITARY SEWER MANHOLE LID NORTHING: 511708.2930 EASTING: 1339621.2530 ELEVATION: 20.57 (NAVD 1988)

ON-SITE SOILS DESCRIPTION

MAP UNIT SYMBOL	MAP UNIT NAME	RATING
18	NEWHAN-COROLLA COMPLEX, ROLLING	A
100	WATERS OF THE GULF OF MEXICO	N/A

ON-SITE SOILS DESCRIPTION WERE DETERMINED FROM THE NATIONAL RESOURCES CONSERVATION SERVICE (NRCS) WEB SOIL SURVEY, NATIONAL COOPERATIVE SOIL SURVEY.

PROPERTY MAP

SCALE: 1" = 50'



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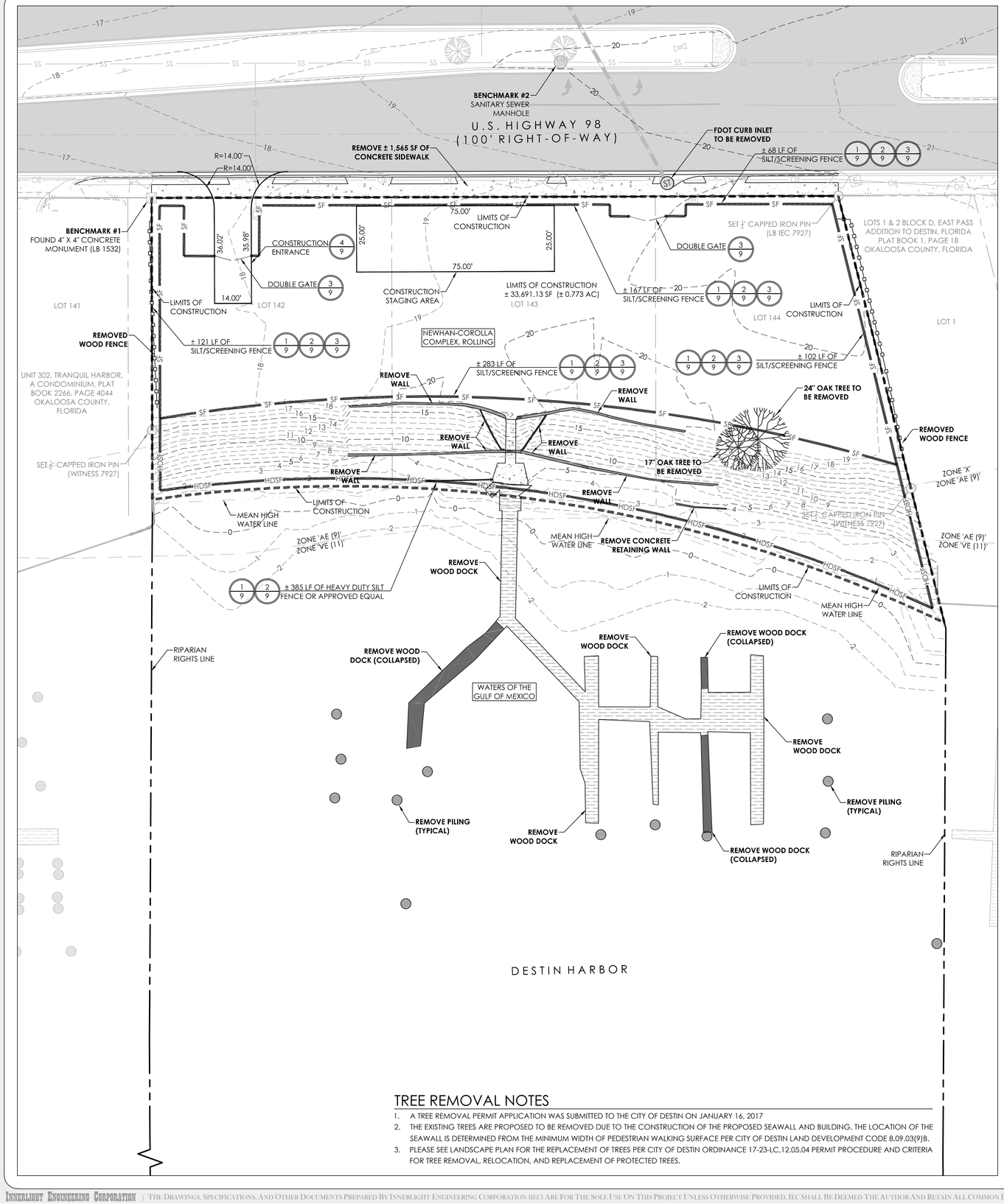
SHEET TITLE
EXISTING CONDITIONS PLAN

SHEET NUMBER
4 OF 11

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C:\DROPBOX (IEC)\PROJECTS\GREGG ORR MARINE PROPERTY\3.ENGINEERING\1.CDS\2.SHEETS\SOUTH PROPERTY\4 EXISTING CONDITIONS PLAN.DWG, MARK, 4/30/2018 5:20:03 PM



TREE REMOVAL NOTES

1. A TREE REMOVAL PERMIT APPLICATION WAS SUBMITTED TO THE CITY OF DESTIN ON JANUARY 16, 2017
2. THE EXISTING TREES ARE PROPOSED TO BE REMOVED DUE TO THE CONSTRUCTION OF THE PROPOSED SEAWALL AND BUILDING. THE LOCATION OF THE SEAWALL IS DETERMINED FROM THE MINIMUM WIDTH OF PEDESTRIAN WALKING SURFACE PER CITY OF DESTIN LAND DEVELOPMENT CODE 8.09.03(9)B.
3. PLEASE SEE LANDSCAPE PLAN FOR THE REPLACEMENT OF TREES PER CITY OF DESTIN ORDINANCE 17-23-LC,12.05.04 PERMIT PROCEDURE AND CRITERIA FOR TREE REMOVAL, RELOCATION, AND REPLACEMENT OF PROTECTED TREES.

LAND DISTURBANCE - CONSTRUCTION SEQUENCE

THE FOLLOWING IS THE PROPOSED CONSTRUCTION SEQUENCE, UNLESS INCLEMENT WEATHER, SITE CONDITIONS, OR REVISIONS DICTATES A DEVIATION FROM THIS SCHEDULE.

1. DEVELOPER TO FILE A NOTICE OF INTENT PRIOR TO LAND DISTURBANCE.
2. SET UP A DAILY INSPECTION LOG FOR THE BMP INSPECTIONS TO BE KEPT IN THE CONSTRUCTION TRAILER OR AT A NEARBY ACCESSIBLE LOCATION (SALES OFFICE, ETC.)
3. CLEARING AND GRUBBING FOR THOSE AREAS NECESSARY FOR INSTALLATION OF PERIMETER EROSION CONTROL DEVICES.
4. INSTALL PERIMETER EROSION CONTROL DEVICES & CHAIN LINK FENCE ADJACENT TO PUBLIC ACCESS AREAS.
5. CLEAR AND GRUB ROUTES TO AREAS FOR TEMPORARY AND PERMANENT STRUCTURAL BEST MANAGEMENT PRACTICES (BMP).
6. INSTALL ALL STRUCTURAL EROSION CONTROL PRACTICES IN CONCENTRATED FLOW AREAS, AS SHOWN ON THE PLANS, WITH MINIMAL DISTURBANCE TO THE ADJACENT AREA.
7. CONSTRUCT ALL REMAINING TEMPORARY AND PERMANENT EROSION CONTROL PRACTICES SHOWN ON THE PHASE-1 ESCP CONCURRENT WITH CLEARING AND GRUBBING OPERATIONS.
8. CONTRACTOR SHALL COMPLETE CLEARING AND GRUBBING FOR REMAINING AREAS OF CONSTRUCTION. IF CLEARING MATERIALS ARE GROUND ON SITE, PLACING GROUND MULCH MATERIALS AT THE TOE OF ANY SLOPES WILL PROVIDE ADDITIONAL PROTECTION FROM EROSION ESCAPING THE SITE.
9. ROAD GRADING & GRADING FOR THE REMAINDER OF SITE.
10. UTILITY INSTALLATION AND WHETHER STORM DRAINS WILL BE USED OR BLOCKED AFTER CONSTRUCTION.
11. BUILDING, PARKING LOT, AND SITE CONSTRUCTION.
12. FINAL GRADING, LANDSCAPING AND/OR STABILIZATION.
13. IMPLEMENTATION AND MAINTENANCE OF FINAL EROSION CONTROL STRUCTURES.
14. REMOVAL OF TEMPORARY EROSION CONTROL DEVICES.

GRAPHIC SCALE
20 0 10 20 40
(IN FEET)
1 inch =20 Feet

DEMOLITION & ESCP (PHASE 1) NOTES

1. EROSION CONTROL MEASURES SHALL BE MAINTAINED ON SITE FOR THE DURATION OF CONSTRUCTION. REPAIR AND / OR REPLACE AS NECESSARY.
2. WHERE SILT FENCE IS SHOWN OUTSIDE PROJECT BOUNDARY FOR CLARITY ONLY.
3. ALL EXISTING BUILDING MATERIALS, CONCRETE, ASPHALT, TREES, STUMPS, AND OTHER DELETERIOUS MATERIAL AS INDICATED ON THE PLANS SHALL BE REMOVED FROM THE SITE AND DISPOSED OF IN ACCORDANCE WITH FLORIDA LAWS.
4. THE CONTRACTOR SHALL CLEAR AND GRUB ALL AREA WITHIN THE CLEARING LIMITS DEPICTED HEREON INCLUDING DEMOLITION OF EXISTING INFRASTRUCTURE INCLUDING UNDERGROUND UTILITIES WHETHER DEPICTED HEREON OR NOT BUT ONLY AFTER VERIFICATION FROM ENGINEER & RESPECTIVE UTILITY COMPANY. IT IS THE CONTRACTOR'S RESPONSIBILITY TO VISIT THE SITE AND ACCOUNT FOR IN BID ALL REQUIRED CLEARING, GRUBBING & DEMOLITION NECESSARY TO ACCOMPLISH THIS TASK.

DUST CONTROL METHODS

CONTRACTOR TO USE METHOD OR COMBINATION OF METHODS LISTED BELOW AND TO PREVENT PARTICULATE MATTER FROM BECOMING AIRBORNE AND BEING TRANSPORTED OFF-SITE:

1. PHASING: ONLY DISTURB AREAS LESS THAN ONE ACRE AT ONE TIME. BEGIN CONSTRUCTION ACTIVITIES AT WEST SIDE OF SITE AND PROCEED TO EAST TO PROVIDE BUFFER AREA WHERE SHIFTING SOIL CAN BE ARRESTED.
2. SCHEDULE: DELAY EARTHWORK AND OTHER ACTIVITIES GENERATING PARTICULATE MATTER WHEN WIND VELOCITY IS GREATER THAN 30 MPH.
3. RESTRICTING VEHICLES: USE SIGNS AND OTHER TRAFFIC CONTROLS TO LIMIT SPEED AND ACCESS OF JOB SITE VEHICLES. LIMIT SPEED TO 10 MPH MAXIMUM. RESTRICT VEHICLE TRAFFIC IN DUST STABILIZED AREAS.
4. EXCAVATED MATERIAL: KEEP OUT OF ACTIVE TRAFFIC LANES. IMMEDIATELY REMOVE EXCAVATED MATERIAL DEPOSITED IN ROADWAYS BY EROSION OR SPILLAGE. COVER LOADS TRANSPORTED IN EARTH-MOVING EQUIPMENT.
5. WATERING: USE SPRINKLER SYSTEM OR WATER TRUCK WITH SPRAY BOOM TO WATER DISTURBED AREA, AS NEEDED, TO ADEQUATELY CONTROL DUST.
6. WINDBREAKS: ERECT SNOW FENCES OR SIMILAR WINDBREAKS UPWIND AND WITHIN DISTURBED AREAS. PLACE FENCES PERPENDICULAR TO PREVAILING WINDS AS APPROPRIATE.
7. PALLIATIVES: APPLY DUST PALLIATIVE TO STABILIZE SOILS AFTER EARTHWORK IS COMPLETED AND TO SANDY SOILS WHERE WATERING IS INEFFECTIVE. DO NOT USE PALLIATIVE DETRIMENTAL TO VEGETATION IN AREAS OF FUTURE PLANT LANDSCAPING.
8. OTHER METHODS THAT SUBSTANTIALLY AND EFFECTIVELY REDUCE TRANSPORTED MATERIAL OR EMISSION OF PARTICULATE MATTER INTO ATMOSPHERE.
9. IF WATER TRUCK IS USED TO CONTROL DUST ON DIRT/GRADED AREAS ONLY, WATER TRUCK WILL ONLY DROP ENOUGH WATER TO CONTROL THE DUST OR REACH THE OPTIMUM MOISTURE CONTENT OF THE SOIL FOR COMPACTION. NO RUN-OFF IS TO BE GENERATED.
10. CONTROLLING DUST ON PAVED ROADWAYS WILL BE DONE BY USE OF SWEEPER WITH WATER-JET SPRAYERS. ONLY ENOUGH WATER SHOULD BE APPLIED TO CONTROL DUST WHILE SWEEPING. DO NO GENERATE RUN-OFF FROM SPRAYERS THAT RUNS INTO CATCH BASINS.
11. CONTRACTOR TO PROVIDE OPACITY MONITORING BY A PROPERLY TRAINED AND CERTIFIED INDIVIDUAL IN ORDER TO MAKE SURE THAT DUST EMISSIONS DO NOT EXCEED 30 PERCENT OVER A SIX-MINUTE PERIOD; AND HOW REMEDIAL ACTIONS TO ADDRESS OPACITY WILL BE IMMEDIATELY MANAGED AND DOCUMENTED.
12. CONTRACTOR TO FAMILIARIZE THEMSELVES WITH SECTION 11.10.00 - AIR QUALITY, IN THE CITY OF DESTIN LAND DEVELOPMENT CODE.
13. FOLLOWING INITIAL SOIL DISTURBANCE OR RE-DISTURBANCE, A PERMANENT OR TEMPORARY STABILIZATION SHALL BE COMPLETED WITHIN SEVEN CALENDAR DAYS ON ALL PERIMETER DIKES, SWALES, DITCHES, PERIMETER SLOPES AND ALL SLOPES GREATER THAN 3 HORIZONTAL TO 1 VERTICAL (3:1); EMBANKMENTS OF PONDS, BASINS, AND TRAPS; AND WITHIN 14 CALENDAR DAYS ON ALL OTHER DISTURBED OR GRADED AREAS.; THE REQUIREMENTS OF SECTION 11.09.03 OF THE DESTIN LAND DEVELOPMENT CODE DO NOT APPLY TO THOSE AREAS WHICH ARE SHOWN ON THE PLAN AND ARE CURRENTLY BEING PERFORMED.
14. ALL BARE GROUND, STRIPPED OF VEGETATION DURING THE CLEARING/GRADING PROCESS, SHALL BE COVERED TO THE MAXIMUM EXTENT PRACTICABLE.
15. ALL DISTURBED AREAS SHALL BE COVERED AND/OR MULCHED WITHIN 12 HOURS, IF THEY ARE TO REMAIN UN-WORKED FOR MORE THAN 2 CALENDAR DAYS.
16. AREAS NOT BEING WORKED FOR 30 CALENDAR DAYS OR MORE SHALL BE VEGETATED, UNLESS THE CITY DETERMINES THAT WINTER WEATHER MAKES VEGETATION ESTABLISHMENT INFEASIBLE. IF THIS IS THE CASE, IT MUST STILL BE MORE PERMANENTLY STABILIZED, USING METHODS SUCH AS BONDED FIBER MATRIX, OR OTHER MORE STABLE BMPS.
17. SLOPES & STOCKPILES 3H:1V OR STEEPER AND MORE THAN 10 FEET OF VERTICAL RELIEF SHALL BE COVERED IF THEY ARE UN-WORKED FOR MORE THAN 48 HOURS.
18. AREAS THAT ARE BEING HYDRO-SEEDED SHALL HAVE A TACKIFIER MIXED INTO THE HYDRO-SEED TO HELP STABILIZE MIXTURE ONTO THE SOIL.
19. ENOUGH COVER MATERIAL TO SUFFICIENTLY PROTECT ALL DISTURBED AREAS SHALL BE STOCKPILED ON THE SITE AT THE BEGINNING OF THE WET SEASON.
20. ROADS AND PARKING AREAS SHALL BE STABILIZED IMMEDIATELY AFTER THE INITIAL GRADING.
21. ADDITIONAL TECHNIQUES TO REDUCE SOIL TRACKING OFF OF A SITE AND ONTO A ROADWAY SUCH AS WHEEL WASHING STATIONS MAY BE REQUIRED.
22. THE PAVEMENT SHALL NOT BE CLEANED BY WASHING/FLUSHING STREETS.
23. ANY SEDIMENT THAT IS TRACKED ONTO ROAD PAVEMENT SHALL BE REMOVED IMMEDIATELY (PRIOR TO THE END OF THE WORK DAY) BY SWEEPING. THE SEDIMENT COLLECTED BY SWEEPING SHALL BE REMOVED FROM THE ROADWAY AND STABILIZED ON-SITE.

PERIMETER PROTECTION NOTES

1. PERIMETER PROTECTION TO FILTER SEDIMENT FOR SHEET FLOW WASHOUT SHALL BE LOCATED DOWN SLOPE OF ALL DISTURBED AREAS AND BE PROPERLY INSTALLED PRIOR TO UP-SLOPE GRADING.
2. A MINIMUM OF 100 LINEAR FEET OF SILT FENCE PER ACRE AND THE NECESSARY STAKES TO HOLD THE FENCE IN PLACE SHALL BE STOCKPILED ON-SITE.
3. PRIOR TO THE COMMENCEMENT OF DEMOLITION / CONSTRUCTION, CONSTRUCTION SITE SCREENING, MEETING THE REQUIREMENTS OF THE DESTIN CODE OF ORDINANCES, SECTION 6-51 SCREEN CRITERIA, SHALL BE ERECTED AROUND THE ENTIRE PERIMETER OF THE SUBJECT PROPERTY.

VIBRATION IMPACT MITIGATION METHODS

DESIGN CONSIDERATIONS AND PROJECT LAYOUT:

1. ROUTE HEAVILY LOADED TRUCKS AWAY FROM RESIDENTIAL STREETS, IF POSSIBLE. SELECT STREETS WITH FEWEST HOMES, IF NO ALTERNATIVES ARE AVAILABLE.
2. OPERATE EARTHMOVING EQUIPMENT ON THE CONSTRUCTION LOT AS FAR AWAY FROM VIBRATION-SENSITIVE SITES AS POSSIBLE.

SEQUENCE OF OPERATIONS:

1. PHASE DEMOLITION, EARTHMOVING AND GROUND-IMPACTING OPERATIONS SO AS NOT TO OCCUR IN THE SAME TIME PERIOD. UNLIKE NOISE, THE TOTAL VIBRATION LEVEL PRODUCED COULD BE SIGNIFICANTLY LESS WHEN EACH VIBRATION SOURCE OPERATES SEPARATELY. CONTRACTOR SHALL MINIMIZE IMPACTS ON SURROUNDING AREAS FOR ANY ACTIVITY EXCEEDING THE APPROXIMATE FTA VIBRATION ANNOYANCE THRESHOLD OF 80 VDB.
2. AVOID NIGHTTIME ACTIVITIES. PEOPLE ARE MORE AWARE OF VIBRATION IN THEIR HOMES DURING THE NIGHTTIME HOURS.

ALTERNATIVE CONSTRUCTION METHODS:

1. SELECT DEMOLITION METHODS NOT INVOLVING IMPACT, WHERE POSSIBLE. FOR EXAMPLE, MILLING GENERATES LOWER VIBRATION LEVELS THAN EXCAVATION USING CLAM SHELL OR CHISEL DROPS. VIBRATIONS TO SENSITIVE RECEPTOR STRUCTURES SHALL NOT EXCEED THE VIBRATION DAMAGE THRESHOLD OF 95 VDB.
2. AVOID VIBRATORY ROLLERS AND PACKERS NEAR SENSITIVE AREAS.

BENCHMARK DATA

BENCHMARK #1:	4" X 4" CONCRETE MONUMENT (LB 1532) NORTHING: 511698.7040 EASTING: 1339458.1610 ELEVATION: 17.52 (NAVD 1988)
BENCHMARK #2:	SANITARY SEWER MANHOLE LID NORTHING: 511708.2930 EASTING: 1339621.2530 ELEVATION: 20.57 (NAVD 1988)

ON-SITE SOILS DESCRIPTION

MAP UNIT SYMBOL	MAP UNIT NAME	RATING
18	NEWHAN-COROLLA COMPLEX, ROLLING	A
100	WATERS OF THE GULF OF MEXICO	N/A

ON-SITE SOILS DESCRIPTION WERE DETERMINED FROM THE NATIONAL RESOURCES CONSERVATION SERVICE (NRCS) WEB SOIL SURVEY, NATIONAL COOPERATIVE SOIL SURVEY.

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GREGG ORR MARINE
BOAT / YACHT SALES
GREGG ORR MARINE
226 MAIN STREET
DESTIN, FL 32541

RECORD DATA
DATE: 05.26.2017
REV. NO: 3
REV. DATE: 05.01.2018
DRAWN BY: MTM
REVIEWED BY: MTM

NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED ENGINEER
MARK T. MURRAY
LICENSE No. 80519
MAY 01 2018
STATE OF FLORIDA
PROFESSIONAL ENGINEER
INNERLIGHT ENGINEERING CORP.
11490 EMERALD COAST PKWY.
MIRAMAR BEACH, FL 32550
P: 850.502.1570

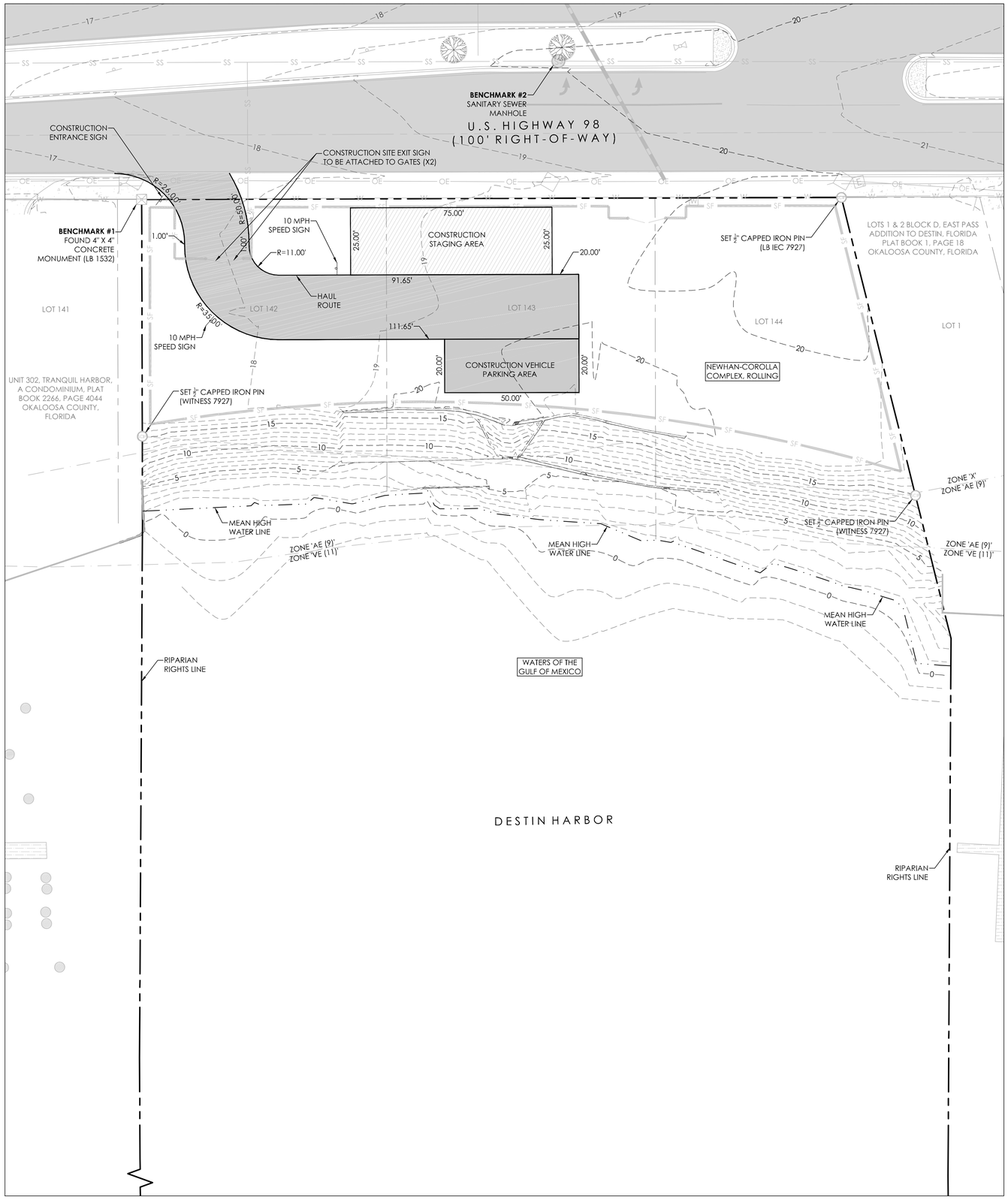
SHEET TITLE
DEMOLITION & EROSION CONTROL PLAN

SHEET NUMBER
5 OF 11

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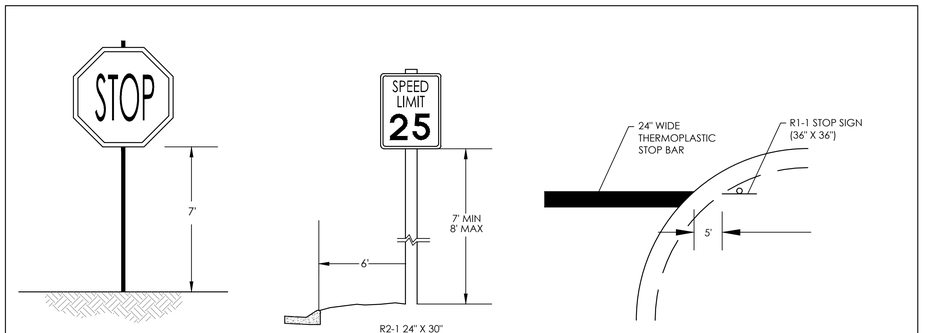
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CONSTRUCTION SITE SCREENING

1. A CITY OF DESTIN PERMIT IS REQUIRED FOR THE PLACEMENT OF A CONSTRUCTION SITE SCREEN. THE APPLICANT SHALL PROVIDE A DETAILED SITE PLAN DEPICTING THE AREA OF SCREENING. IN ADDITION THE APPLICANT MUST AGREE TO THE PERMIT CONDITIONS TO REMOVE THE SCREENING UPON ANY HURRICANE WARNING IN THE AREA, MEETING SCREEN CRITERIA, MEETING NON-COMMERCIAL IMAGE CRITERIA, MEETING REMOVAL CRITERIA.
2. THE SCREEN MATERIAL SHALL BE MADE OF AN OPAQUE MATERIAL CAPABLE OF ALLOWING AIR TO PASS BUT SEMI-PERVIOUS TO DUST AND DIRT. THE SCREENING SHALL BE OF A FINENESS SUCH THAT NO MATERIAL OVER ONE-EIGHTH (1/8) INCH IN SIZE SHALL PASS THROUGH THE MESH. SUCH SCREENING SHALL BE SECURELY AFFIXED TO THE CONSTRUCTION FENCE. FENCE SCREENING SHALL HAVE A MINIMUM HEIGHT OF FIVE (5) FEET AND A MAXIMUM HEIGHT OF EIGHT (8) FEET. THE SCREENING MATERIAL SHALL BE MAINTAINED IN GOOD CONDITION AND TAUT THROUGHOUT THE ALLOTTED PERMIT TIME. THE SCREENING MUST BE KEPT SECURE FROM ANY WIND ACTION. IN CASES WHERE THE FINISHED GRADE OF THE DEVELOPMENT SITE IS HIGHER BY MORE THAN ONE (1) FOOT OR MORE THAN THE GRADE OF THE ADJOINING PROPERTIES, SAID FENCE SCREENING SHALL BE PLACED AT THE FINISHED GRADE AND NOT THE EXISTING GRADE.
3. ANY IMAGE PLACED ON THE CONSTRUCTION FENCE SCREENING MUST BE OF A NON-COMMERCIAL NATURE. FOR THE PURPOSE OF THIS SECTION, NON-COMMERCIAL NATURE SHALL MEAN ANY ACTIVITY NOT INVOLVING THE SALE OF GOODS OR SERVICES.
4. ALL CONSTRUCTION SCREENING MUST BE REMOVED UPON THE BUILDING PERMIT FOR THE PROJECT BECOMING INACTIVE OR PRIOR TO THE ISSUANCE OF ANY CERTIFICATE OF COMPLETION OR CERTIFICATE OF OCCUPANCY. CONSTRUCTION SCREENING MUST BE REMOVED UPON THE ISSUANCE OF A HURRICANE WARNING FOR THE GREATER DESTIN AREA BY THE NATIONAL HURRICANE CENTER.

GRAPHIC SCALE
20 0 10 20 40
(IN FEET)
1 inch =20 Feet



R1-1 36" X 36" NTS
R2-1 24" X 30" NTS

1 SIGN PLACEMENT DETAILS
NOT TO SCALE



ENGINEER GRADE (80 MIL) 30" X 30" CONSTRUCTION ENTRANCE SIGN

2 CONSTRUCTION ENTRANCE SIGN
NOT TO SCALE



0.125" POLYETHYLENE PLASTIC 24" X 18" CONSTRUCTION EXIT SIGN

3 CONSTRUCTION EXIT SIGN
NOT TO SCALE

BENCHMARK DATA

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100	WATERS OF THE GULF OF MEXICO	N/A

ON-SITE SOILS DESCRIPTION WERE DETERMINED FROM THE NATIONAL RESOURCES CONSERVATION SERVICE (NRCS) WEB SOIL SURVEY, NATIONAL COOPERATIVE SOIL SURVEY.

EMERGENCY CONTACT SIGN POSTING

PROJECT NAME:
GREGG ORR MARINE
BOAT / YACHT SALES
MINOR TIER ONE DEVELOPMENT
7 DAY / 24 HOUR CONTACT
KEVIN KAPLE
7 DAY / 24 HOUR CONTACT
850-865-9111

THE SUBJECT PROPERTY DESCRIBED IN THE DEVELOPMENT PERMIT APPLICATION SHALL HAVE A SIGN POSTED BY THE OWNER/AGENT, NOTIFYING THE PUBLIC OF THE NAME, AND 24 HOURS A DAY, 7 DAYS A WEEK EMERGENCY CONTACT PHONE NUMBER OF THE RESPONSIBLE PARTY FOR SAID DEVELOPMENT SITE. SUCH SIGN SHALL BE NOT LARGER THAN EIGHTEEN (18) INCHES BY TWENTY-FOUR (24) INCHES AND NOT SMALLER THAN SIXTEEN (16) INCHES BY TEN (10) INCHES IN SIZE.

1. THE POSTED SIGN SHALL BE PROMINENTLY PLACED ON THE DEVELOPMENT SITE AND SAID SIGN SHALL NOT BE LOCATED FURTHER AWAY THAN FIVE (5) FEET FROM THE ADJACENT RIGHT-OF-WAY. THE REQUIRED CONTENT OF THE SIGN SHALL BE LEGIBLE AS VIEWED FROM THE ADJACENT RIGHT-OF-WAY;
2. THE POSTED SIGN SHALL BE PROVIDED BY THE OWNER/AGENT AT THE EXPENSE OF THE OWNER/AGENT;
3. THE SIGN MUST BE CONTINUOUSLY POSTED ON THE DEVELOPMENT SITE AND SHALL BE REMOVED FROM SAID PROPERTY WITHIN FIVE (5) BUSINESS DAYS AFTER THE ISSUANCE OF CERTIFICATE OF COMPLETION OR CERTIFICATE OF OCCUPANCY (WHICHEVER APPLIES).

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GREGG ORR MARINE
BOAT / YACHT SALES
GREGG ORR MARINE
226 MAIN STREET
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RECORD DATA
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REVIEWED BY: MTM

STATE OF FLORIDA
MARK T. MURRAY
LICENSE
No. 80519
MAY 01 2018
STATE OF FLORIDA
PROFESSIONAL ENGINEER

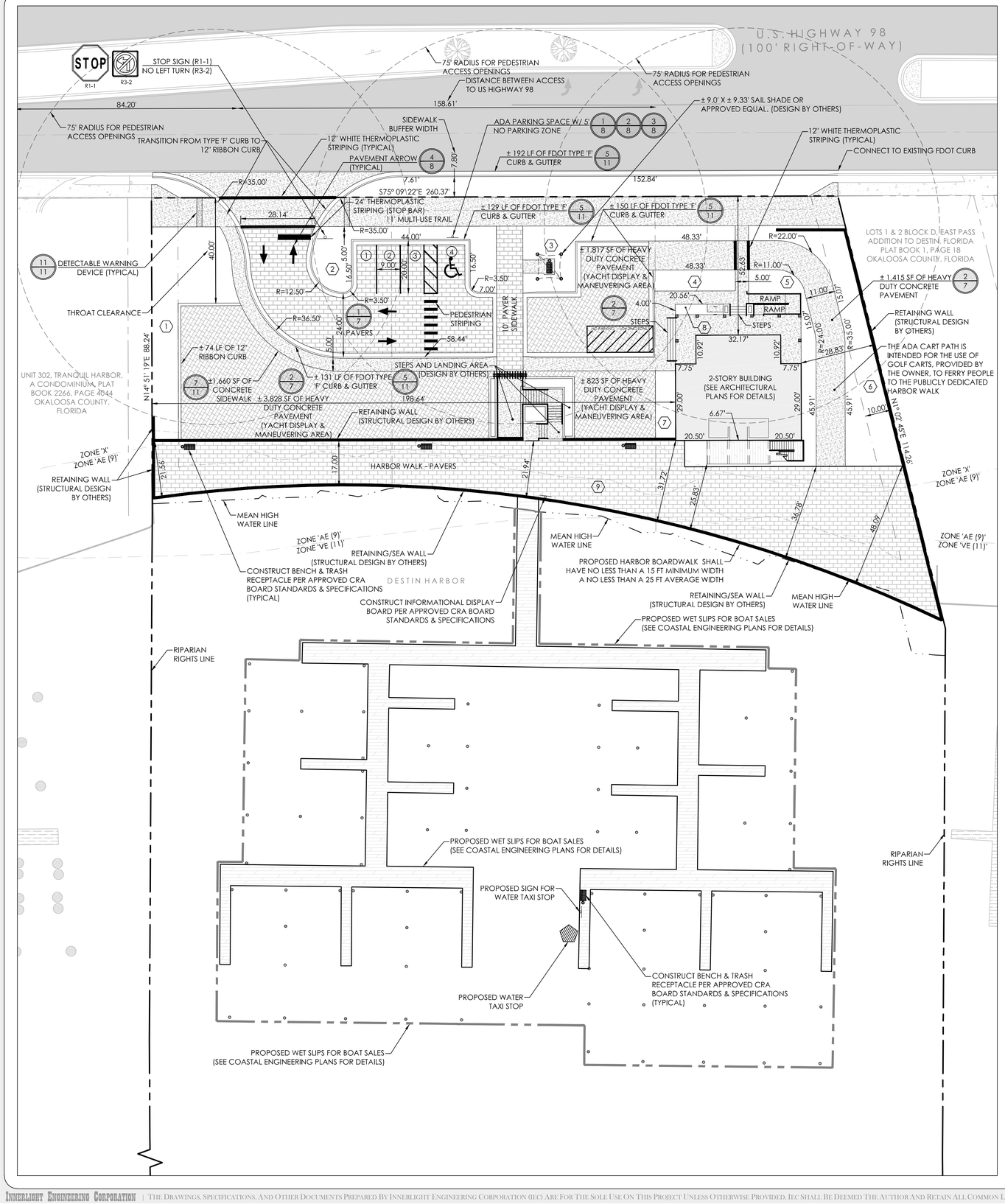
SHEET TITLE
CONSTRUCTION MITIGATION PLAN

SHEET NUMBER
6 OF 11

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SITE GEOMETRY PLAN NOTES

1. CONTRACTORS SHALL MAINTAIN PUBLIC ACCESS AT ALL TIMES ALONG PUBLIC RIGHT-OF-WAYS.
2. NO PARKING OR UNLOADING OF MATERIALS SHALL OCCUR WITHIN PUBLIC RIGHT-OF-WAY.
3. CONTRACTOR SHALL BE RESPONSIBLE FOR ANY DAMAGE TO STRUCTURES WITHIN THE PUBLIC RIGHT-OF-WAY AND SHALL REPAIR ANY DAMAGE CAUSED BY THE CONSTRUCTION ACTIVITIES TO THE PUBLIC RIGHT-OF-WAY AT THE CONTRACTOR'S EXPENSE.
4. NOTHING SHALL BE ERECTED, PLACED, PARKED, PLANTED, OR ALLOWED TO GROW IN SUCH A MANNER AS TO MATERIALLY IMPEDE VISION BETWEEN A HEIGHT OF TWO FEET AND TEN FEET ABOVE THE GRADE, MEASURED AT THE CENTERLINE OF THE INTERSECTION FOR CLEAR VISIBILITY TRIANGLE.
5. DISTANCES AND RADII, WHERE APPLICABLE, ARE MEASURED FROM BACK OF CURB.
6. APPROVAL OF OUTDOOR SIGNAGE IS NOT PART OF THIS REQUEST.
7. TRAFFIC SIGNAGE IN RIGHT-OF-WAY SHALL BE ON 3" DIAMETER ALUMINUM ROUND POSTS AND THE BASES SHALL BE CONCRETE WITH BREAKAWAY HARDWARE OR NO CONCRETE SOIL PLATE, BOTH WAYS, PER FDOT STANDARD INDEX 11860.
8. BICYCLE PARKING FACILITIES, AS SHOWN ON THIS PLAN, SHALL SUPPORT BICYCLES IN A STABLE POSITION WITHOUT DAMAGE TO WHEELS, FRAME OR OTHER COMPONENTS. BICYCLE RACKS MUST BE EASILY USABLE WITH BOTH U-LOCKS AND CABLE LOCKS. RACKS SHOULD SUPPORT THE BIKES IN A STABLE UPRIGHT POSITION SO THAT A BIKE, IF BUMPED, WILL NOT FALL OR ROLL DOWN. RACKS THAT SUPPORT A BIKE PRIMARILY BY A WHEEL, SUCH AS STANDARD "WIRE RACKS" ARE DAMAGING TO WHEELS AND THUS ARE NOT ACCEPTABLE.
9. IT IS EXPCETED THAT MINIMAL GARBAGE WILL BE GENERATED FROM THE SALES BUILDING. GARBAGE, TRASH, AND REFUSE WILL BE COLLECTED VIA TRASH RECEPTACLES WITHIN THE BUILDING. OWNER WILL COORDINATE ONSITE TRASH PICK-UP LOCATION WITH AUTHORIZED SANITATION DISPOSAL COMPANY.
10. PLEASE SEE SHEET 11 OF 11 & CONSTRUCTION DETAILS, FOR DETAILS.
11. THE PROPOSED DEVELOPMENT IS A ONE-PHASE CONSTRUCTION DEVELOPMENT.

GRAPHIC SCALE
20 0 10 20 40
(IN FEET)
1 inch =20 Feet

SITE DATA TABLE

MUNICIPALITY:	CITY OF DESTIN, FLORIDA	
TAX PARCEL ID NUMBER:	00-2S-22-0310-000C-1440	
ZONING:	SOUTH HARBOR MIXED USE (SHMU)	
FUTURE LAND USE:	SOUTH HARBOR MIXED USE (SHMU)	
LOCATION:	THE SITE IS LOCATED ALONG HARBOR BOULEVARD (US HIGHWAY 98) BETWEEN BEACH DRIVE AND BENNING DRIVE	
SITE DESCRIPTION:	THE SITE IS CURRENTLY CLEARED. PROPOSED IMPROVEMENTS INCLUDE A BOAT SALES BUILDING, PARKING & SHOWCASE AREAS, UTILITIES, AND STORMWATER MANAGEMENT.	
PROPOSED USE:	[4412 OTHER MOTOR VEHICLE DEALERS]	
ADJACENT FLUM CATEGORIES		
	NORTH	U.S. HWY 98
	SOUTH	DESTIN HARBOR
	EAST	SOUTH HARBOR MIXED USE (SHMU)
	WEST	SOUTH HARBOR MIXED USE (SHMU)
OVERALL SITE AREA:	0.795 ACRES (+/- 34,658 SF)	
BUILDING AREA:	+/- 1,934 SF	
OPEN SPACE REQUIREMENT:	25% (8,664.50 SF)	
DEDICATED PEDESTRIAN EASEMENT AREA:	11,567 SF	
OPEN SPACE PROVIDED:	5,446.23 SF (15.71%)	
TOTAL OPEN SPACE PROVIDED:**	17,013.23 SF (49.09%) = 11,567 SF (PEDESTRIAN EASEMENT) + 5,446.23 (GREEN SPACE)	
TOTAL IMPERVIOUS SURFACE PROVIDED:**	29,211.77 SF (84.29%) WHICH INCLUDES 11,567 SF (33.37%) OF IMPERVIOUS HARDSCAPE	

ARTICLE 7.12.08 (TABLE 7-3 - SCHEDULE OF DIMENSIONAL REQUIREMENTS)

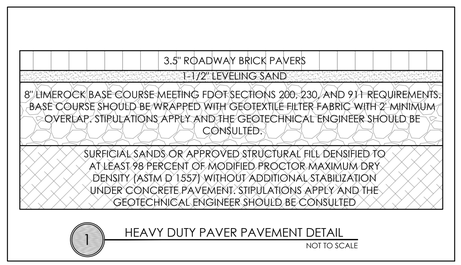
DESCRIPTION	REQUIREMENT	PROVIDED	REQ'MT MET?
MAX BLDG HEIGHT:	35 FEET/3 STORIES	33'/2 STORIES	YES
MAXIMUM FLOOR AREA RATIO:	3.00	0.06	YES
MINIMUM OPEN SPACE %:	25.00%	49.69%	YES
SETBACKS			
FRONT:	MIN 16 FEET	52.63 FEET	YES
REAR:	MIN 15 FEET	31.72 FEET	YES
SIDE (WEST):	0 FEET	198.64 FEET	YES
SIDE (EAST):	0 FEET	28.83 FEET	YES

ARTICLE 8.06.10 (TABLE 8-6 - NUMBER OF VEHICLE AND BICYCLE PARKING SPACES REQUIRED)

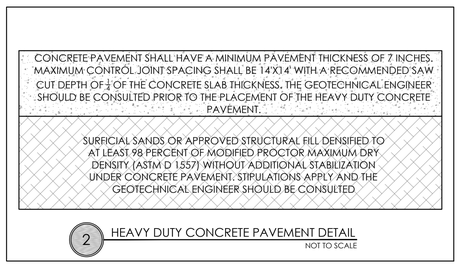
DESCRIPTION	REQUIREMENT	PROVIDED	REQ'MT MET?
VEHICLE PARKING (1/400 SF)	5 SPACES	[4412 OTHER MOTOR VEHICLE DEALERS]	
TOTAL VEHICLE PARKING	5 SPACES	4 SPACES*	YES
BICYCLE PARKING (5%)	1 SPACE	1 SPACE	YES
ACCESSIBLE PARKING (10%)	1 SPACE	1 SPACE	YES

* PER SECTION 8.06.12(D)1 OF THE CITY OF DESTIN LAND DEVELOPMENT CODE, THE PROPOSED PARKING HAS BEEN REDUCED TO 80% OF THE MAXIMUM INDICATED IN TABLE 8-6 OF THE LAND DEVELOPMENT CODE.

** PER CHAPTER 13 (GLOSSARY) OF THE CITY OF DESTIN COMPREHENSIVE PLAN, THE DEFINITION OF OPEN SPACE IS "That portion of a site which includes pervious greenscape and impervious hardscape that is not occupied by any building coverage or vehicular-use areas." AND THE DEFINITION OF OPEN SPACE, IMPERVIOUS HARDSCAPE IS "That portion of a site which is impervious and enhances pedestrian access, public gathering spaces, recreation and similar uses in excess of the site performance standards required by the LDC."



1 HEAVY DUTY PAVER PAVEMENT DETAIL
NOT TO SCALE



2 HEAVY DUTY CONCRETE PAVEMENT DETAIL
NOT TO SCALE

LANDSCAPE AREA TABLE

AREA NUMBER	AREA (SF)	DESCRIPTION
1	1,380.62	GRASS / LANDSCAPE AREA
2	804.60	GRASS / LANDSCAPE AREA
3	787.73	GRASS / LANDSCAPE AREA
4	245.99	GRASS / LANDSCAPE AREA
5	627.88	GRASS / LANDSCAPE AREA
6	1,348.87	GRASS / LANDSCAPE AREA
7	196.08	GRASS / LANDSCAPE AREA
8	54.46	GRASS / LANDSCAPE AREA
9	11,567.00	IMPERVIOUS HARDSCAPE
TOTAL:	17,013.23 SF	

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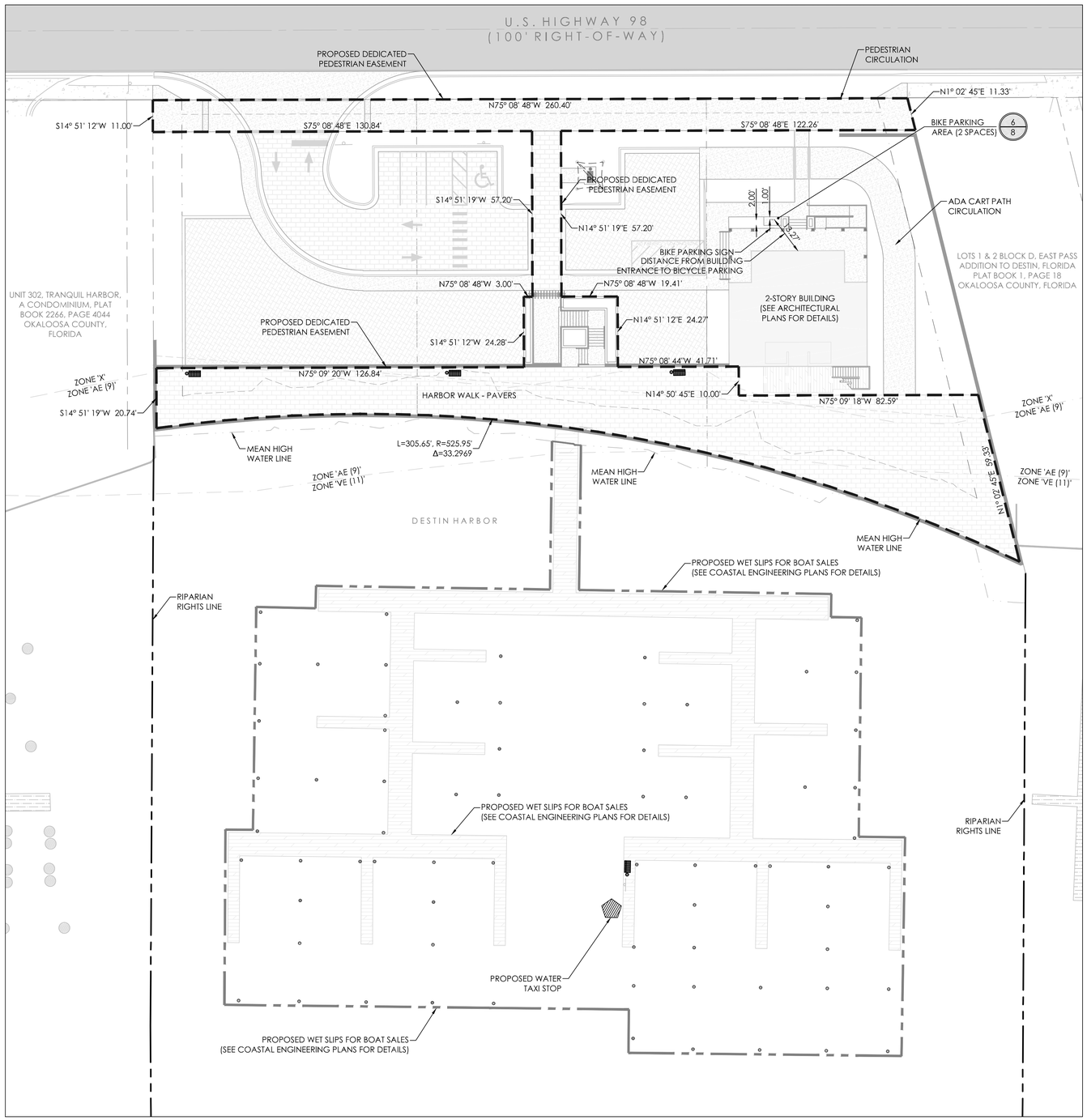
SHEET TITLE
SITE GEOMETRY PLAN

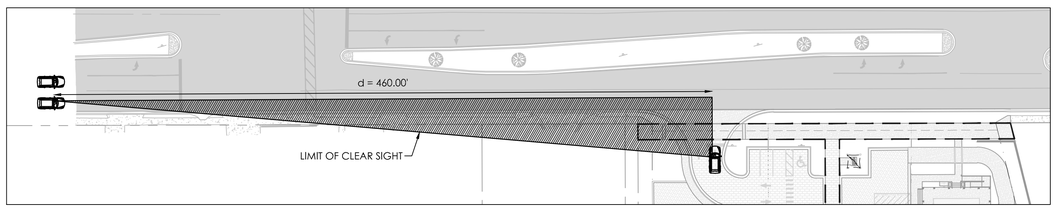
SHEET NUMBER
7 OF 11

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SIGHT DISTANCE NOTES

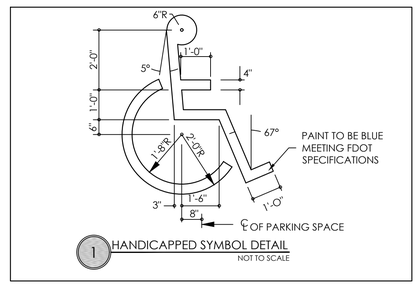
1. THE LIMIT OF CLEAR SIGHT WAS DETERMINED FROM FDOT DESIGN STANDARD INDEX # 546, PAGE 5 OF 6, SIGHT DISTANCE AT INTERSECTIONS FOR A 4 LANE DIVIDED ROADWAY.
2. THE POSTED SPEED IS 35 MILES PER HOUR (MPH)
3. THE MEDIAN WIDTH IS LESS THAN 22'
4. SCALE: 1" = 50'

SITE GEOMETRY PLAN NOTES

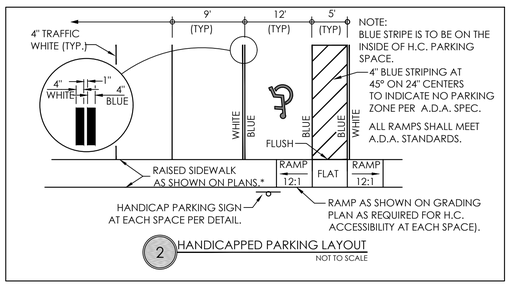
1. CONTRACTORS SHALL MAINTAIN PUBLIC ACCESS AT ALL TIMES ALONG PUBLIC RIGHT-OF-WAYS.
2. NO PARKING OR UNLOADING OF MATERIALS SHALL OCCUR WITHIN PUBLIC RIGHT-OF-WAY.
3. CONTRACTOR SHALL BE RESPONSIBLE FOR ANY DAMAGE TO STRUCTURES WITHIN THE PUBLIC RIGHT-OF-WAY AND SHALL REPAIR ANY DAMAGE CAUSED BY THE CONSTRUCTION ACTIVITIES TO THE PUBLIC RIGHT-OF-WAY AT THE CONTRACTOR'S EXPENSE.
4. NOTHING SHALL BE ERECTED, PLACED, PARKED, PLANTED, OR ALLOWED TO GROW IN SUCH A MANNER AS TO MATERIALLY IMPEDE VISION BETWEEN A HEIGHT OF TWO FEET AND TEN FEET ABOVE THE GRADE, MEASURED AT THE CENTERLINE OF THE INTERSECTION FOR CLEAR VISIBILITY TRIANGLE.
5. DISTANCES AND RADII, WHERE APPLICABLE, ARE MEASURED FROM BACK OF CURB.
6. APPROVAL OF OUTDOOR SIGNAGE IS NOT PART OF THIS REQUEST.
7. TRAFFIC SIGNAGE IN RIGHT-OF-WAY SHALL BE ON 3" DIAMETER ALUMINUM ROUND POSTS AND THE BASES SHALL BE CONCRETE WITH BREAKAWAY HARDWARE OR NO CONCRETE SOIL PLATE, BOTH WAYS, PER FDOT STANDARD INDEX 11860.
8. BICYCLE PARKING FACILITIES, AS SHOWN ON THIS PLAN, SHALL SUPPORT BICYCLES IN A STABLE POSITION WITHOUT DAMAGE TO WHEELS, FRAME OR OTHER COMPONENTS. BICYCLE RACKS MUST BE EASILY USABLE WITH BOTH U-LOCKS AND CABLE LOCKS. RACKS SHOULD SUPPORT THE BIKES IN A STABLE UPRIGHT POSITION SO THAT A BIKE, IF BUMPED, WILL NOT FALL OR ROLL DOWN. RACKS THAT SUPPORT A BIKE PRIMARILY BY A WHEEL, SUCH AS STANDARD "WIRE RACKS" ARE DAMAGING TO WHEELS AND THUS ARE NOT ACCEPTABLE.
9. PLEASE SEE SHEET 11 OF 11 & CONSTRUCTION DETAILS, FOR DETAILS.

N

GRAPHIC SCALE
20 0 10 20 40
(IN FEET)
1 inch =20 Feet

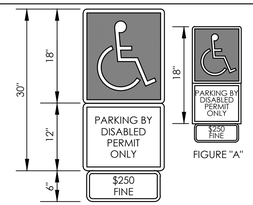


1 HANDICAPPED SYMBOL DETAIL
NOT TO SCALE



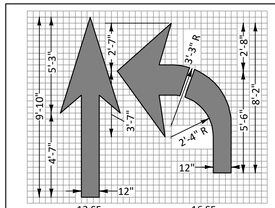
NOTE:
BLUE STRIPE IS TO BE ON THE INSIDE OF H.C. PARKING SPACE.
4" BLUE STRIPING AT 45° ON 24" CENTERS TO INDICATE NO PARKING ZONE PER A.D.A. SPEC.
ALL RAMPS SHALL MEET A.D.A. STANDARDS.

2 HANDICAPPED PARKING LAYOUT
NOT TO SCALE



- TOP PORTION OF FIGURE "A" AND "B" SHALL HAVE A REFLECTIVE BLUE BACKGROUND WITH WHITE REFLECTIVE SYMBOL AND BORDER.
- BOTTOM PORTION OF FIGURE "A" AND "B" SHALL HAVE A REFLECTIVE WHITE BACKGROUND WITH BLACK OPAQUE LEGEND AND BORDER.
- FIGURE "A" AND "B" MAY BE FABRICATED ON ONE PANEL OR TWO.
- FIGURE "A" MAY BE SUBSTITUTED FOR FIGURE "B" IN AREAS WHERE SPACE IS LIMITED.
- SIGNS ARE TO BE MOUNTED AT STANDARD HEIGHT (7 FT. FROM PAVEMENT TO BOTTOM OF SIGN).

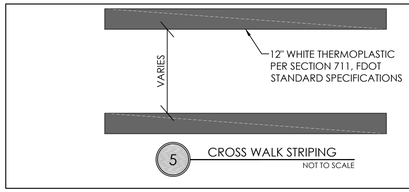
3 HANDICAPPED PARKING SIGNAGE
NOT TO SCALE



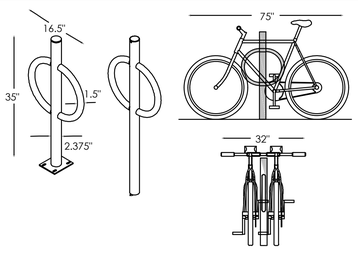
RIGHT TURN ARROW TO BE REVERSED DIMENSIONS ARE WITHIN 1" ±

NOTE:
WHEN ARROW AND PAVEMENT MESSAGE ARE USED TOGETHER, THE ARROW SHALL BE LOCATED DOWN STREAM OF THE PAVEMENT MESSAGE AND SHALL BE SEPARATED FROM THE PAVEMENT MESSAGE BY A DISTANCE OF 25' (BASE OF THE ARROW TO BASE OF THE MESSAGE)

4 PAVEMENT ARROW & MESSAGE DETAIL
NOT TO SCALE



5 CROSS WALK STRIPING
NOT TO SCALE



PRODUCT	DERO BIKE HITCH AS MANUFACTURED BY DERO BIKE RACKS
CAPACITY	2 BIKES
MATERIALS	CENTERBEAM: 2" SCHEDULE 40 PIPE (2.375" OD) RING: 1.5" OD 11 GAUGE TUBE
FINISHES	AN AFTER FABRICATION HOT DIPPED GALVANIZED FINISH IS OUR STANDARD OPTION. 250 TGIC POWDER COAT COLORS, THERMOPLASTIC COATING, PVC DIP, AND STAINLESS STEEL FINISHES ARE ALSO AVAILABLE AS ALTERNATE OPTIONS. OUR POWDER COAT FINISH ASSURES A HIGH LEVEL OF ADHESION AND DURABILITY BY FOLLOWING THESE STEPS: 1. SANDBLAST 2. EPOXY PRIMER ELECTROSTATICALLY APPLIED 3. FINAL THICK TGIC POLYESTER POWDER COAT STAINLESS STEEL: 304 GRADE STAINLESS STEEL MATERIAL FINISHED IN EITHER A HIGH POLISHED SHINE OR A SATIN FINISH.
INSTALLATION METHODS	IN-GROUND MOUNT IS EMBEDDED INTO CONCRETE BASE. SURFACE MOUNT HAS ONE 5" X 6" FOOT WHICH IS ANCHORED TO THE GROUND WITH FOUR ANCHORS (INCLUDED WITH RACK).
SPACE USE AND SETBACKS	WALL SETBACKS: FOR RACKS SET PARALLEL TO A WALL: MINIMUM: 12" RECOMMENDED: 24" FOR RACKS SET PERPENDICULAR TO A WALL: MINIMUM: 35" (CENTERLINE MEASUREMENT) RECOMMENDED: 38" (54" IF AISLE IS NEEDED BETWEEN BIKE AND WALL) DISTANCE BETWEEN RACKS: FOR RACKS SET FACING ONE ANOTHER: MINIMUM: 24" RECOMMENDED: 38" FOR RACKS SET END TO END: MINIMUM: 90" RECOMMENDED: 111" STREET SETBACKS: MINIMUM: 36"

6 DERO BIKE HITCH
NOT TO SCALE

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GREGG ORR MARINE
226 MAIN STREET
DESTIN, FL 32541

RECORD DATA
DATE: 05.26.2017
REV. NO: 3
REV. DATE: 05.01.2018
DRAWN BY: MTM
REVIEWED BY: MTM

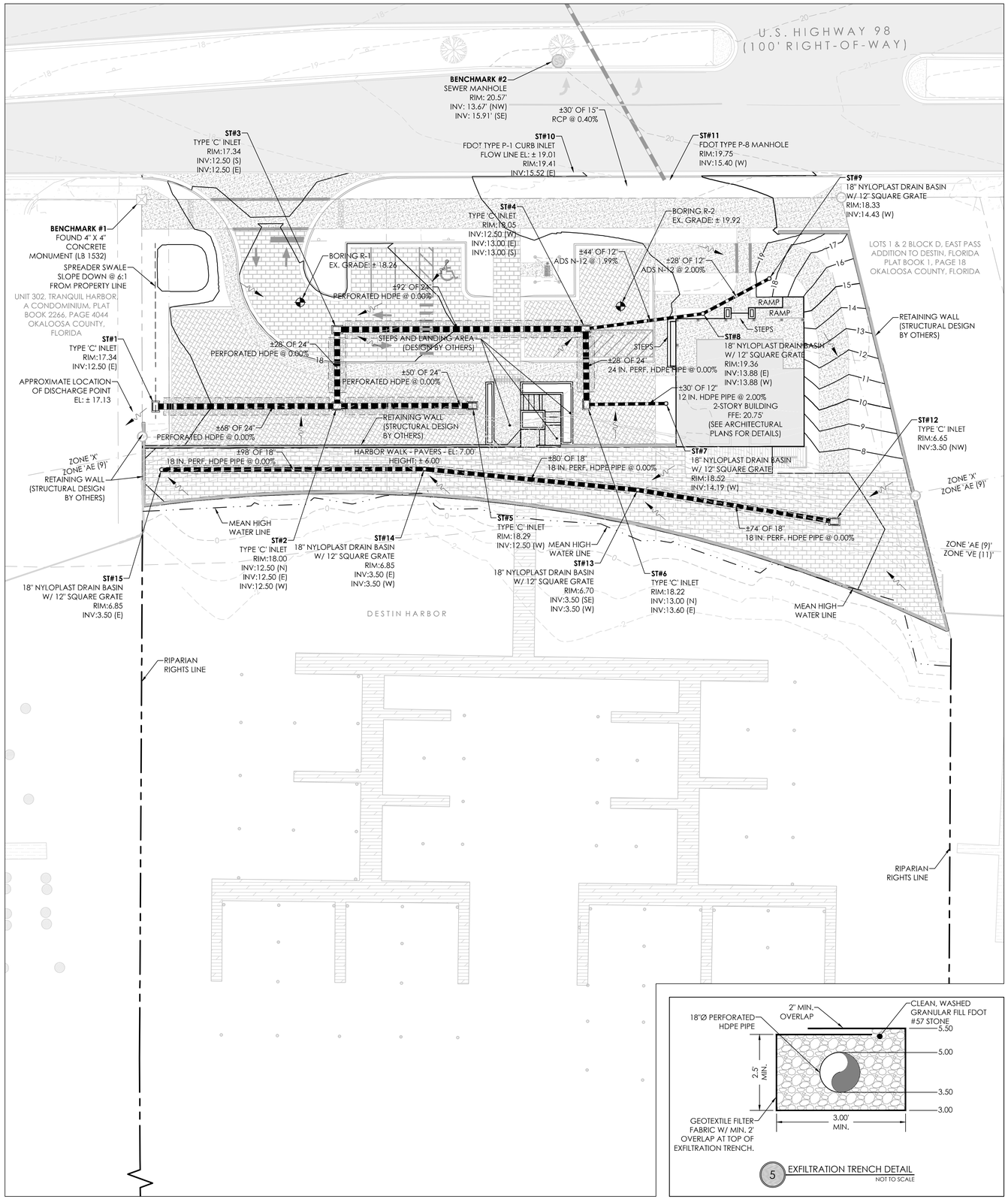
STATE OF FLORIDA
MARK T. MURRAY
LICENSE
No. 80519
MAY 01 2018
PROFESSIONAL ENGINEER

SHEET TITLE
SITE LAYOUT PLAN

SHEET NUMBER
8 OF 11

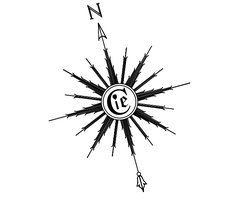
C:\DROPBOX (IEC)\PROJECTS\GREGG ORR MARINE PROPERTY\3.ENGINEERING\1.CDS\2.SHEETS\SOUTH PROPERTY\8 PARKING AND CIRCULATION PLAN.DWG, MARK, 4/30/2018 5:30:47 PM

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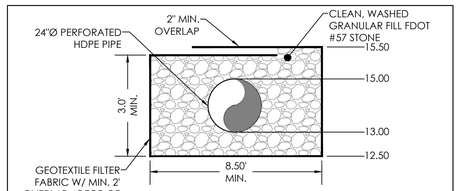
GRADING & DRAINAGE NOTES

1. ALL DISTURBED AREAS TO BE PERMANENTLY GRASSED AND RETENTION AREAS TO BE SODDED. ALL SLOPES 3:1 AND STEEPER SHALL BE SODDED.
2. EROSION CONTROL MEASURES SHALL BE INSPECTED AND MAINTAINED ON SITE FOR THE DURATION OF CONSTRUCTION.
3. CONTRACTORS SHALL MAINTAIN PUBLIC ACCESS AT ALL TIMES ALONG PRIVATE, CITY AND COUNTY RIGHT-OF-WAYS.
4. NO PARKING OR UNLOADING OF MATERIALS SHALL OCCUR WITHIN RIGHT-OF-WAY WITHOUT PRIOR APPROVAL FROM THE CITY OF DESTIN.
5. CONTRACTOR SHALL BE RESPONSIBLE FOR ANY DAMAGE TO STRUCTURES WITHIN THE PUBLIC AND PRIVATE RIGHT-OF-WAY AND SHALL REPAIR ANY DAMAGE CAUSED BY THE CONSTRUCTION ACTIVITIES TO THE PRIVATE AND PUBLIC RIGHT-OF-WAY AT THE CONTRACTOR'S EXPENSE.
6. CONTRACTOR SHALL NOT RELOCATE ANY SIDEWALK OR MULTI-USE PATH WITHIN THE RIGHT-OF-WAY WITHOUT WRITTEN PERMISSION FROM THE CITY OR COUNTY ENGINEER.
7. CONTRACTOR SHALL MARK ALL CROSSWALKS AND MULTI-USE PATH CROSSINGS TO INDICATE THEM AS A PEDESTRIAN PATHWAY AFTER THE FINAL DRIVEWAY IS IN PLACE
8. NOTHING SHALL BE ERECTED, PLACED, PARKED, PLANTED, OR ALLOWED TO GROW IN SUCH A MANNER AS TO MATERIALLY IMPEDE VISION BETWEEN A HEIGHT OF TWO FEET AND TEN FEET ABOVE THE GRADE, MEASURED AT THE CENTERLINE OF THE INTERSECTION FOR CLEAR VISIBILITY TRIANGLE.
9. SPOT ELEVATIONS ALONG ROADWAY ARE FROM BACK OF CURB UNLESS OTHERWISE NOTED.



FEMA FLOOD NOTE

FEDERAL EMERGENCY MANAGEMENT AGENCY (F.E.M.A.), FLOOD INSURANCE RATE MAP (F.I.R.M.) 12091C0488H, BEING PANEL 488 OF 494, EFFECTIVE DATE OF DECEMBER 6, 2002. INDICATES THAT THE SUBJECT PARCEL IS LOCATED IN ZONES "X", "AE (9)", AND "VE (11)". NO CERTIFICATIONS ARE MADE REGARDING THE ACCURACY OF SAID F.I.R.M.



1 EXFILTRATION TRENCH DETAIL
NOT TO SCALE

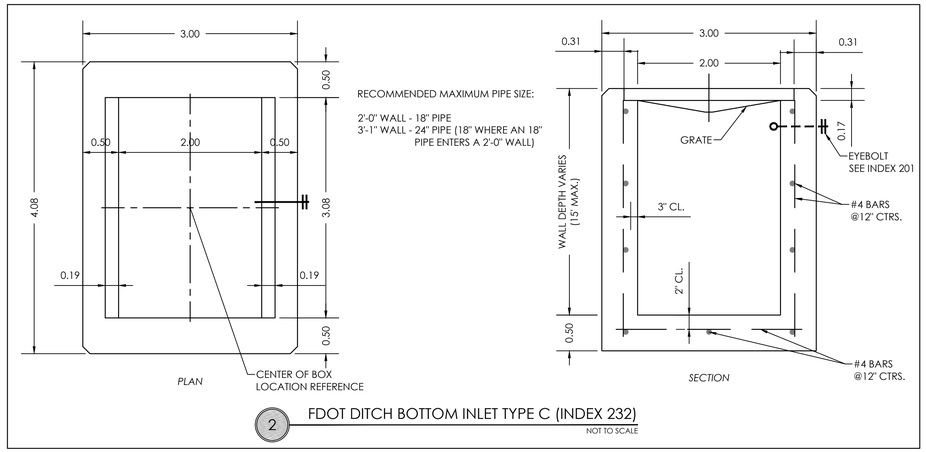
BENCHMARK DATA

BENCHMARK #1:	4" X 4" CONCRETE MONUMENT (LB 1532) NORTHING: 511698.7040 EASTING: 1339458.1610 ELEVATION: 17.52 (NAVD 1988)
BENCHMARK #2:	SANITARY SEWER MANHOLE LID NORTHING: 511708.2930 EASTING: 1339621.2530 ELEVATION: 20.57 (NAVD 1988)

ON-SITE SOILS DESCRIPTION

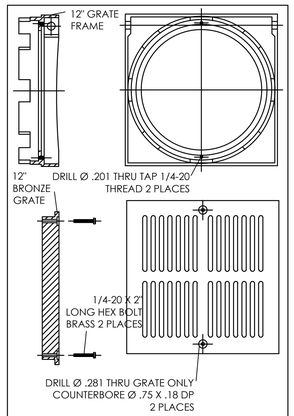
MAP UNIT SYMBOL	MAP UNIT NAME	RATING
18	NEWHAN-COROLLA COMPLEX, ROLLING	A
100	WATERS OF THE GULF OF MEXICO	N/A

ON-SITE SOILS DESCRIPTION WERE DETERMINED FROM THE NATIONAL RESOURCES CONSERVATION SERVICE (NRCS) WEB SOIL SURVEY, NATIONAL COOPERATIVE SOIL SURVEY.

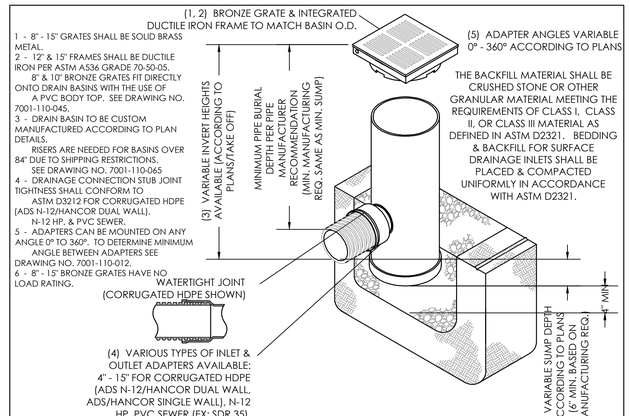


2 FDOT DITCH BOTTOM INLET TYPE C (INDEX 232)
NOT TO SCALE

5 EXFILTRATION TRENCH DETAIL
NOT TO SCALE



NYLOPLAST 12" BRONZE GRATE
PART NO 7001-110-128
3 NOT TO SCALE



4 18" NYLOPLAST DRAIN BASIN
NOT TO SCALE

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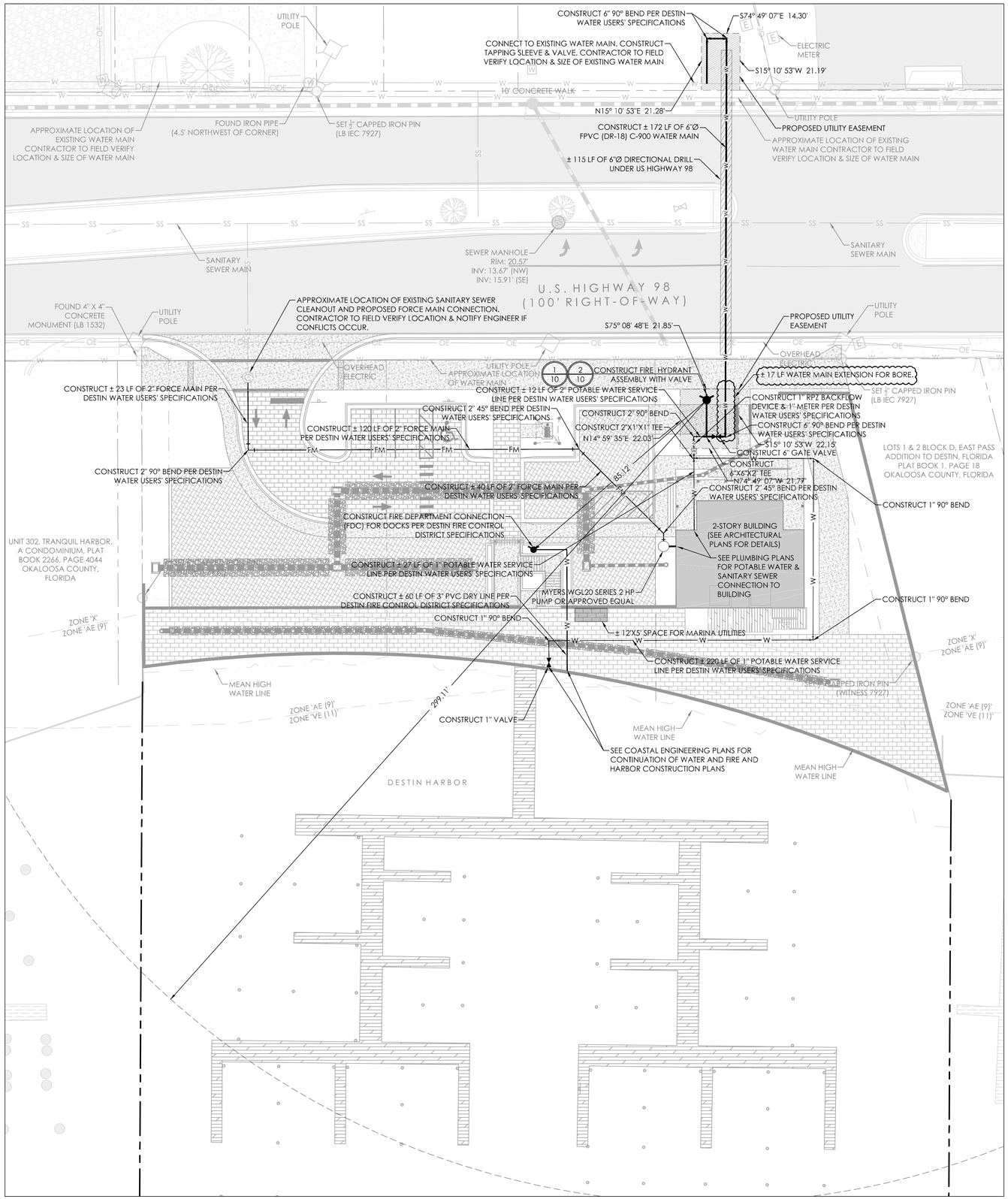
RECORD DATA
DATE: 05.26.2017
REV. NO: 3
REV. DATE: 05.01.2018
DRAWN BY: MTM
REVIEWED BY: MTM

STATE OF FLORIDA
MARK T. MURRAY
LICENSE
No. 80519
MAY 01 2018
PROFESSIONAL ENGINEER

SHEET TITLE
GRADING & DRAINAGE PLAN

SHEET NUMBER
9 OF 11

C:\DROPBOX (IEC)\PROJECTS\GREGG ORR MARINE PROPERTY\3.ENGINEERING\1.CIDS\2.SHEETS\SOUTH PROPERTY\9 GRADING DRAINAGE PLAN.DWG, MARK, 4/30/2018 5:34:31 PM



GENERAL UTILITY PLAN NOTES

1. CONTRACTOR AND OR DEVELOPER SHALL NOTIFY DESTIN WATER USERS AT LEAST 24 HOURS IN ADVANCE TO BE ONSITE DURING THE CONSTRUCTION FOR INSPECTION AND VERIFICATION.
2. A PRE-CONSTRUCTION MEETING SHALL BE HELD WITH THE CONTRACTOR, DEVELOPER, ENGINEER OF RECORD, CITY OF DESTIN, AND DESTIN WATER USERS WHEN FDEP PERMITS HAVE BEEN ISSUED AND PRIOR TO CONSTRUCTION.

POTABLE WATER NOTES

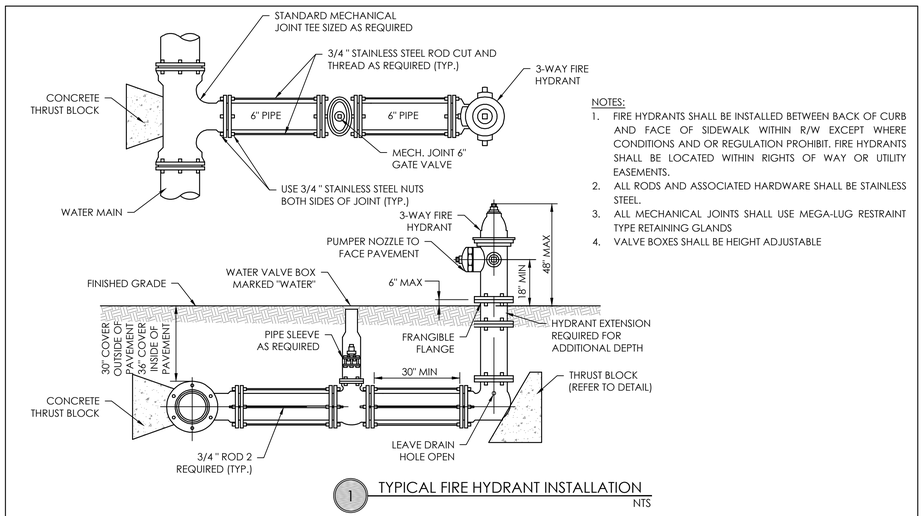
1. JOINT RESTRAINTS SHALL BE REQUIRED ON ALL WATER LINES.
2. ALL WATER METERS DEPICTED ON THESE PLANS ARE SHOWN SCHEMATIC. WATER METERS SHALL BE INSTALLED PER DESTIN WATER USERS' STANDARD DETAILS AND SPECIFICATIONS (LATEST EDITION).
3. WATER MAIN TO BE CONSTRUCTED PER DESTIN WATER USERS' STANDARD SPECIFICATIONS.
4. FIRE HYDRANTS TO BE ASSEMBLED PER DESTIN WATER USERS' SPECIFICATIONS WITH APPROPRIATE 6" DUCTILE IRON LEADER AND 6" GATE VALVES.
5. WATER DETAILS SHOWN ON THIS SHEET, FOR INFORMATIONAL PURPOSES. CONTRACTOR TO VERIFY DETAILS AND SPECIFICATIONS WITH DESTIN WATER USERS' DETAILS AND SPECIFICATIONS.
6. CONTRACTOR SHALL COORDINATE WITH DESTIN WATER USERS PRIOR TO MAKING ANY CONNECTIONS.

ADDITIONAL UTILITY PLAN NOTES

1. A MANDATORY PRECONSTRUCTION MEETING SHALL BE HELD WITH ALL INVOLVED PARTIES, INCLUDING THE DEVELOPER(S), ENGINEER-OF-RECORD, CONTRACTOR(S) AND D.W.U. STAFF A MINIMUM OF TWO (2) WEEKS PRIOR TO CONSTRUCTION TO ADDRESS ALL CONSTRUCTION & INSPECTION REQUIREMENTS. THIS MEETING SHALL BE COORDINATED BY THE ENGINEER-OF-RECORD OR UTILITIES CONTRACTOR, AND HELD AT THE OCWS ENGINEERING DEPARTMENT.
2. PLEASE COORDINATE WITH LOCAL FIRE DEPARTMENT ON INSPECTION REQUIREMENTS AND TESTING. THE PROPOSED WATER MAINS SHALL BE SIZED AND EXTENDED ACCORDINGLY TO MEET CURRENT FIRE CODE REQUIREMENTS.
3. PLEASE COORDINATE ALL UTILITY TIE-INS WITH D.W.U. (850) 837-6146 A MINIMUM OF TEN (10) WORKING DAYS PRIOR TO CONSTRUCTION. ALL UTILITY CONSTRUCTION SHALL BE INSPECTED BY THE D.W.U. ENGINEERING DEPARTMENT, INCLUDING PRESSURE TEST, FINISHED GRADE DEPTH AND SERVICE LOCATIONS. A FORTY-EIGHT (48) HOUR PRIOR NOTICE IS REQUIRED WHEN CALLING FOR INSPECTIONS. ALL PROPOSED WATER MAINS AND SERVICES SHALL HAVE A PASSING PRESSURE TEST, BACTERIOLOGICAL CLEARED AND FDEP CERTIFICATION RECEIVED PRIOR TO ACCEPTANCE.
4. A MINIMUM 15' CLEARANCE SHALL BE MAINTAINED BETWEEN UTILITY MAINS AND PROPOSED BUILDINGS. THE CONTRACTOR SHALL PROVIDE PROPER SEPARATION FROM PROPOSED DRAINAGE SYSTEMS AND UTILITY PIPES, INCLUDING SERVICES. THE CONTRACTOR WILL BE RESPONSIBLE FOR EXCAVATION OF MATERIAL, COMPLETELY EXPOSING MAINS, SUPPLYING MATERIAL IF REQUIRED AND SECURING SITE. THE CONTRACTOR WILL NEED TO IDENTIFY THE TIE-IN LOCATIONS AND PAY ALL ASSOCIATED CONNECTION COST, PRIOR TO CONNECTIONS BEING MADE.
5. NO UTILITY CONNECTIONS WILL BE MADE INTO COUNTY/FDOT RIGHT-OF-WAY, AND/OR EASEMENTS WITHOUT AN APPROVED UTILITY PERMIT. ALL EXISTING ROAD CROSSINGS WILL BE BORED, UNLESS PERMITTED OTHERWISE. THE CONTRACTOR MUST REPAIR ANY PAVEMENT CUTS WITHIN TIME SPECIFIED ON PERMIT AND COORDINATE ALL CUTS WITH GOVERNING AUTHORITY A MINIMUM 10 DAYS PRIOR TO WORK BEING DONE.
6. THE CONTRACTOR WILL INSTALL TRACER WIRE ABOVE ALL WATER MAINS, SERVICES AND VALVES, INCLUDING VALVES INSTALLED BY D.W.U. THE WIRE WILL BE EXTENDED A MINIMUM 12" ABOVE FINAL GROUND ELEVATION AT THE VALVES AND ALL EXCESS WIRE COILED AND PLACED INSIDE THE VALVE BOX LID. THE WIRE WILL RUN THE ENTIRE SYSTEM, INCLUDING SERVICES TO CREATE A CONTINUOUS ELECTRIC CIRCUIT CAPABLE OF BEING FULLY TRACED WHEN CONNECTED TO A SINGLE DC SOURCE.
7. A MINIMUM 36" COVER IS REQUIRED FROM TOP OF ALL PROPOSED UTILITY LINES AND SERVICES FROM FINISHED GRADES, INCLUDING SWALES AND BASINS. ALL FIRE AND FLUSH HYDRANTS WILL BE PLACED AT BACK OF THE PROPOSED UTILITY EASEMENT, WITH BOTTOM FLANGE SECTION LEVEL WITH FINISH PAVEMENT SURFACE AND HAVE AN ISOLATION VALVE FOR EACH HYDRANT. AS NOTED ON PLANS, ALL WATER MAINS REQUIRING TO BE INSTALLED DIRECTLY UNDER PAVEMENT OR DRAINAGE BASINS SHALL BE DUCTILE IRON PIPE.
8. CONTRACTOR SHALL FIELD VERIFY ALL EXISTING SANITARY INVERTS AND LOCATION OF EXISTING WATER MAIN AND NOTIFY THE ENGINEER IF THERE IS A DISCREPANCY.

N

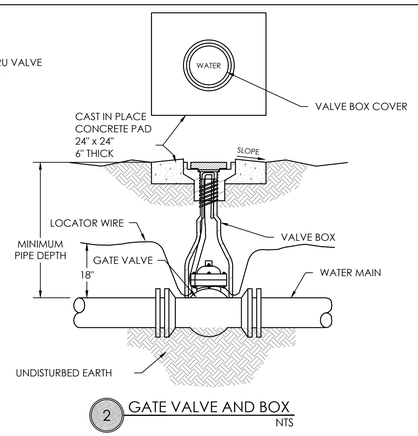
GRAPHIC SCALE
20 0 10 20 40
(IN FEET)
1 inch =20 Feet



NOTES:
1. FIRE HYDRANTS SHALL BE INSTALLED BETWEEN BACK OF CURB AND FACE OF SIDEWALK WITHIN R/W EXCEPT WHERE CONDITIONS AND OR REGULATION PROHIBIT. FIRE HYDRANTS SHALL BE LOCATED WITHIN RIGHTS OF WAY OR UTILITY EASEMENTS.
2. ALL RODS AND ASSOCIATED HARDWARE SHALL BE STAINLESS STEEL.
3. ALL MECHANICAL JOINTS SHALL USE MEGA-LUG RESTRAINT TYPE RETAINING GLANDS
4. VALVE BOXES SHALL BE HEIGHT ADJUSTABLE

1 TYPICAL FIRE HYDRANT INSTALLATION
NTS

NOTES:
1. THE LOCATOR WIRE SHALL BE LOOPED THRU VALVE BOX TO EXTEND 10' ABOVE GROUND LINE.
2. ALL PADS SHALL BE POURED IN PLACE.



2 GATE VALVE AND BOX
NTS

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RECORD DATA
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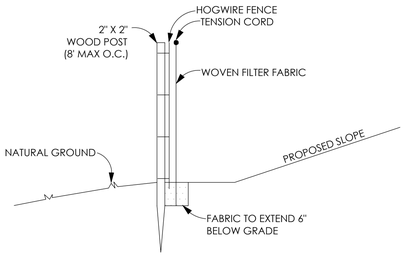
MARK T. MURRAY LICENSE No. 80519 MAY 01 2018 STATE OF FLORIDA PROFESSIONAL ENGINEER

SHEET TITLE
UTILITY PLAN

SHEET NUMBER
10 OF 11

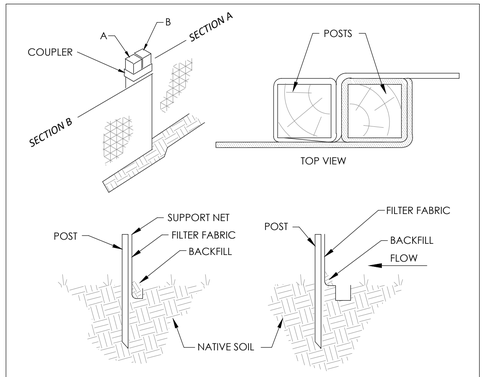
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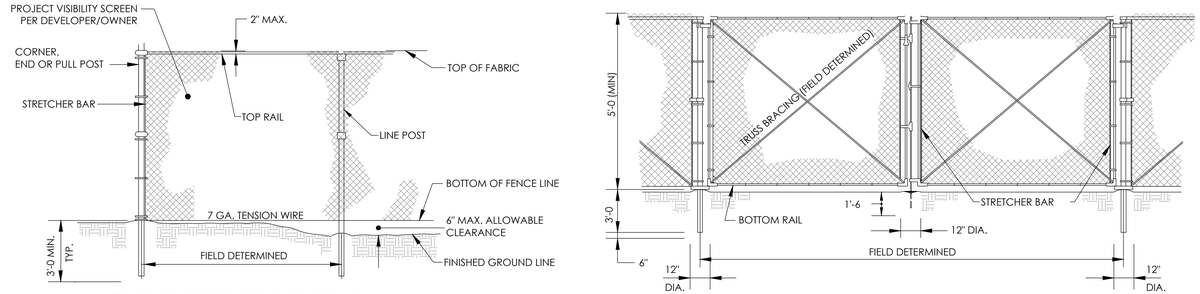


- DIG A 6" X 6" TRENCH AT DESIRED FENCE LOCATION.
- UNROLL SILT FENCE ALONG TRENCH (SILT-LOK, ENVIROFENCE, OR ENGINEER-APPROVED EQUAL).
- DRIVE STAKE IN TO THE DOWNHILL SIDE OF TRENCH W/ FILTER FABRIC FACING UPHILL SIDE.
- STAPLE HOGWIRE TO POSTS, EXTENDING FROM TOP OF POSTS TO BOTTOM OF TRENCH.
- LAY THE BOTTOM 6" OF FABRIC IN TO THE TRENCH AND FILL W/ SOIL FOR PROPER TOE-IN.
- DRAW TENSION CORD AT TOP OF FENCE.

1 STANDARD SILT FENCE
NOT TO SCALE

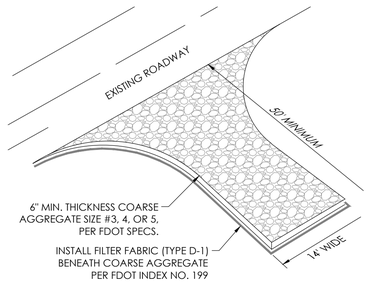


2 SEDIMENT BARRIER SILT FENCE DETAIL
NOT TO SCALE



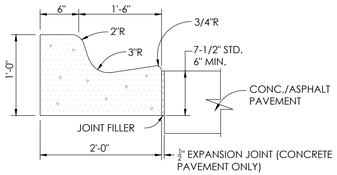
SECTION 6-51 SCREEN CRITERIA - CITY OF DESTIN, FLORIDA CODE OF ORDINANCES / CHAPTER 6 BUILDINGS & BUILDING REGULATIONS.
THE SCREEN MATERIAL SHALL BE MADE OF AN OPAQUE MATERIAL CAPABLE OF ALLOWING AIR TO PASS BUT SEMI-PERVIOUS TO DUST AND DIRT. THE SCREENING SHALL BE OF A FINENESS SUCH THAT NO MATERIAL OVER ONE-EIGHTH (1/8) INCH IN SIZE SHALL PASS THROUGH THE MESH. SUCH SCREENING SHALL BE SECURELY AFFIXED TO THE CONSTRUCTION FENCE. FENCE SCREENING SHALL HAVE A MINIMUM HEIGHT OF FIVE (5) FEET AND A MAXIMUM HEIGHT OF EIGHT (8) FEET. THE SCREENING MATERIAL SHALL BE MAINTAINED IN GOOD CONDITION AND TAUT THROUGHOUT THE ALLOTTED PERMIT TIME. THE SCREENING MUST BE KEPT SECURE FROM ANY WIND ACTION. IN CASES WHERE THE FINISHED GRADE OF THE DEVELOPMENT SITE IS HIGHER BY MORE THAN ONE (1) FOOT OR MORE THAN THE GRADE OF THE ADJOINING PROPERTIES, SAID FENCE SCREENING SHALL BE PLACED AT THE FINISHED GRADE AND NOT THE EXISTING GRADE.

3 TEMPORARY CONSTRUCTION CHAIN-LINK FENCE & DOUBLE GATE
NOT TO SCALE



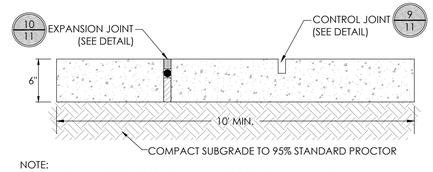
- THE ROAD CONSTRUCTION ACCESS SHALL BE STABILIZED USING 6" MINIMUM THICKNESS OF COARSE AGGREGATE TO REDUCE EROSION CAUSED BY CONSTRUCTION TRAFFIC, AND TO MINIMIZE TRANSPORT OF SEDIMENT ONTO THE EXISTING PAVED ROADWAY.
- AGGREGATE SHALL BE APPLIED IMMEDIATELY AFTER GRADING OR THE COMPLETION OF UTILITY CONSTRUCTION WITHIN THE RIGHT OF WAY.
- THE CONSTRUCTION ENTRANCE SHALL BE MAINTAINED IN A CONDITION WHICH WILL PREVENT TRACKING OR DIRECT FLOW OF MUD AND SEDIMENTS ONTO THE PUBLIC STREETS OR GUTTERS. PERIODIC TOP-DRESSING WITH STONE WILL BE NECESSARY AND AN ADEQUATE SUPPLY SHOULD BE HANDY. ANY SEDIMENTS OR MUD SPILLED, DROPPED, WASHED, OR TRACKED FROM VEHICLES ONTO ROADWAYS OR INTO STORM DRAINS SHALL BE RECOVERED AND CLEANED UP IMMEDIATELY.

4 TEMPORARY GRAVEL CONSTRUCTION ENTRANCE DETAIL
NOT TO SCALE



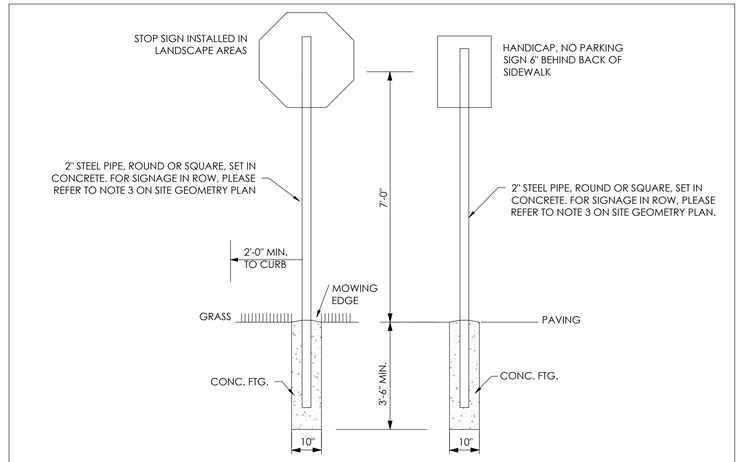
WHEN USED ON HIGH SIDE OF ROADWAYS, THE CROSS SLOPE OF THE GUTTER SHALL MATCH THE CROSS SLOPE OF THE ADJACENT PAVEMENT AND THE THICKNESS OF THE LIP SHALL BE 6" MIN., UNLESS OTHERWISE SHOWN ON PLANS. EXPANSION JOINT, PREFORMED JOINT FILLER AND JOINT SEAL ARE REQUIRED BETWEEN CURB AND CONCRETE PAVEMENT OR CONCRETE STRUCTURES.

5 FDOT TYPE 'F' CURB & GUTTER
NOT TO SCALE

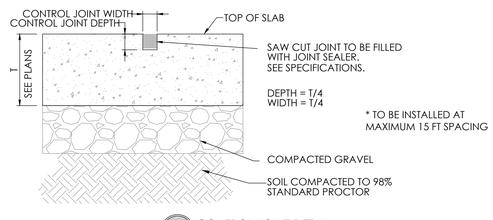


NOTE:
EXPANSION JOINTS REQUIRED AT ALL STRUCTURES (I.E. WALLS, CURB, ETC.), MAX. SPACING TO BE 25 FT. CONTROL JOINTS TO BE SPACED EVERY 6 FT (SCORE WITHIN 12 HOURS OF POUR). 3000P.S.I. CONCRETE, 2 INCH SLUMP, WITH BROOM FINISH.

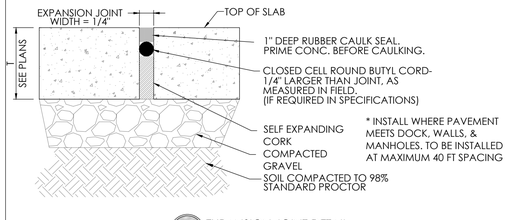
7 CONCRETE MULTI-USE TRAIL (MUT) DETAIL
NOT TO SCALE



8 TRAFFIC SIGNAGE DETAIL
NOT TO SCALE



9 CONTROL JOINT DETAIL
NOT TO SCALE



10 EXPANSION JOINT DETAIL
NOT TO SCALE

RIBBON CURBING SHALL INCORPORATE 1/2" EXPANSION JOINTS SPACED AND FORMED IN 20 FT SECTIONS OR LESS. CURBING SHALL BE SEALED WITH JOINT SEALER BETWEEN CURB AND CONCRETE PAVEMENT.

6 12" RIBBON CURB
NOT TO SCALE

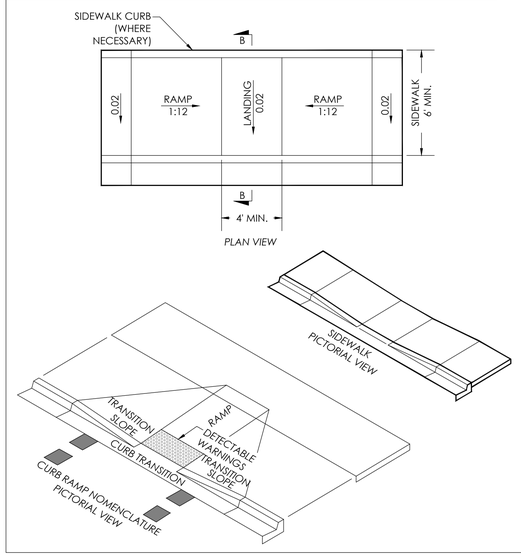


TABLE OF DETECTABLE WARNINGS		
CURB RAMP TYPE	CURB RADIUS (FT)	TOTAL AREA (SF)
CR-A	N/A	8
CR-B	N/A	8
CR-C	N/A	8
CR-D	25	11
CR-E	N/A	8
CR-F	10	9
	20	11
	25	12
	30	14
CR-G	10	10
	20	11
	25	12
	30	14
CR-H	20	8
	25	8
	30	8
CR-K	N/A	8
CR-L	10	18
	15	13
FLUSH SHOULDER		
OPTION A	10	11
	20	14
	25	15
	30	17
	40	19
	50	21
OPTION B	10	10
	20	10
	25	10

NOTE: DUE TO CONSTRUCTION APPLICATIONS, CR-L IS THE ONLY CURB RAMP FOR WHICH DETECTABLE WARNING QUANTITY WAS CALCULATED USING A CURB RADIUS OF 15'.
FOR FLUSH SHOULDER OPTIONS WITH 5' SIDEWALKS, THE BACK OF SIDEWALK IS MEASURED AT 10' FROM THE EDGE OF TRAVELED WAY.

11 DETECTABLE WARNINGS AND SIDEWALK CURB RAMPS (FDOT INDEX NO. 304)
NOT TO SCALE

1. SIDEWALK CURB RAMPS SHALL BE CONSTRUCTED AT LOCATIONS THAT WILL PROVIDE CONTINUOUS UNOBSTRUCTED PEDESTRIAN CIRCULATION PATH TO PEDESTRIAN AREAS, ELEMENTS AND FACILITIES WITHIN THE RIGHT OF WAY AND TO ACCESSIBLE PEDESTRIAN ROUTES ON ADJACENT SITES. CURBED FACILITIES WITH SIDEWALKS AND THOSE WITHOUT SIDEWALKS ARE TO HAVE CURB RAMPS CONSTRUCTED FOR ALL INTERSECTIONS AND TURNOUTS WITH CURBED RETURNS. TO ACCOMMODATE CURB RAMPS, PARTIAL CURB RETURNS ARE TO EXTEND TO THE LIMITS PRESCRIBED IN INDEX NO. 515. RAMPS CONSTRUCTED AT LOCATIONS WITHOUT SIDEWALKS ARE TO HAVE A LANDING CONSTRUCTED AT THE TOP OF EACH RAMP. SEE LANDINGS FOR CURB RAMPS WITHOUT SIDEWALKS.
2. WHEN ALTERING EXISTING PEDESTRIAN FACILITIES, WHERE EXISTING RESTRICTED CONDITIONS PRECLUDE THE ACCOMMODATION OF A RAMP SLOPE OF 1:12, A RAMP SLOPE BETWEEN 1:12 AND 1:10 IS PERMITTED FOR A RISE OF 6" MAXIMUM. WHERE COMPLIANCE WITH THE REQUIREMENTS FOR CROSS SLOPE CANNOT BE FULLY MET, THE MINIMUM FEASIBLE CROSS SLOPE SHALL BE PROVIDED. RAMP SLOPES ARE NOT REQUIRED TO EXCEED 15' IN LENGTH.
3. IF SIDEWALK CURB RAMPS ARE LOCATED WHERE PEDESTRIANS MUST WALK ACROSS THE RAMP, THEN PROVIDE TRANSITION SLOPES TO THE RAMP; OTHERWISE A SIDEWALK CURB MAY BE REQUIRED.
4. ALL SIDEWALKS, RAMPS, AND LANDINGS WITH A CROSS SLOPE OF 0.02 SHOWN IN THIS INDEX ARE 0.02 MAXIMUM. ALL RAMP SLOPES SHOWN IN THIS INDEX AS 1:12 ARE 1:12 MAXIMUM. LANDINGS SHALL HAVE SLOPES LESS THAN OR EQUAL TO 0.02 IN ANY DIRECTION.
5. GRADE BREAKS AT THE TOP AND BOTTOM OF RAMPS SHALL BE PARALLEL TO EACH OTHER AND PERPENDICULAR TO THE DIRECTION OF THE RAMP SLOPE.
6. WHERE A SIDEWALK CURB RAMP IS CONSTRUCTED WITHIN EXISTING CURB, CURB AND GUTTER AND/OR SIDEWALK, THE EXISTING CURB OR CURB AND GUTTER SHALL BE REMOVED TO THE NEAREST JOINT BEYOND THE CURB TRANSITION OR TO THE EXTENT THAT NO REMAINING SECTION OF CURB OR CURB AND GUTTER IS LESS THAN 5' LONG. EXISTING SIDEWALKS SHALL BE REMOVED TO THE NEAREST JOINT BEYOND THE TRANSITION SLOPE OR TO THE EXTENT THAT NO REMAINING SECTION OF SIDEWALK IS LESS THAN 5' LONG. FOR CONCRETE SIDEWALK DETAILS REFER TO INDEX 310.
7. SIDEWALK CURB RAMP ALPHA-IDENTIFICATIONS ARE FOR REFERENCE PURPOSES (PLANS, PERMITS, ETC.). ALPHA IDENTIFICATIONS CR-1 AND CR-J WERE INTENTIONALLY OMITTED.
8. DETECTABLE WARNINGS SHALL EXTEND THE FULL WIDTH OF THE RAMP AND TO A DEPTH OF 2'. DETECTABLE WARNINGS SHALL BE CONSTRUCTED IN ACCORDANCE WITH SPECIFICATION SECTION 527. FOR THE LAYOUT OF DETECTABLE WARNINGS, REFER TO THE TYPICAL PLACEMENT OF DETECTABLE WARNINGS DETAILS. DETECTABLE WARNINGS SHALL NOT BE PROVIDED ON TRANSITION SLOPES.
9. WHEN DETECTABLE WARNINGS ARE PLACED ON A SLOPE GREATER THAN 5%, DOMES SHALL BE ALIGNED WITH THE CENTERLINE OF THE RAMP; OTHERWISE DOMES ARE NOT REQUIRED TO BE ALIGNED.
10. DETECTABLE WARNINGS SHALL BE REQUIRED ON SIDEWALKS AT:
    a. INTERSECTING ROADS,
    b. MEDIAN CROSSINGS GREATER THAN OR EQUAL TO 6' IN WIDTH,
    c. RAILROAD CROSSINGS,
    d. SIGNALIZED DRIVEWAYS.
11. DETECTABLE WARNINGS - ACCEPTANCE CRITERIA:
    a. COLOR AND TEXTURE SHALL BE COMPLETE AND UNIFORM,
    b. 90% OF INDIVIDUAL TRUNCATED DOMES SHALL BE IN ACCORDANCE WITH THE AMERICANS WITH DISABILITIES ACT STANDARDS FOR TRANSPORTATION FACILITIES, SECTION 705,
    c. THERE SHALL BE NO MORE THAN 4 NON-COMPLIANT DOMES IN ANY ONE SQUARE FOOT,
    d. NON-COMPLIANT DOMES SHALL NOT BE ADJACENT TO OTHER NON-COMPLIANT DOMES,
    e. SURFACES SHALL NOT DEVIATE MORE THAN 0.10" FROM A TRUE PLANE.
12. DETECTABLE WARNINGS SHALL BE INSTALLED NO GREATER THAN 5' FROM THE BACK OF CURB OR EDGE OF PAVEMENT.
13. DETECTABLE WARNINGS SHALL NOT BE INSTALLED OVER GRADE BREAKS.

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GREGG ORR MARINE
BOAT / YACHT SALES
GREGG ORR MARINE
226 MAIN STREET
DESTIN, FL 32541

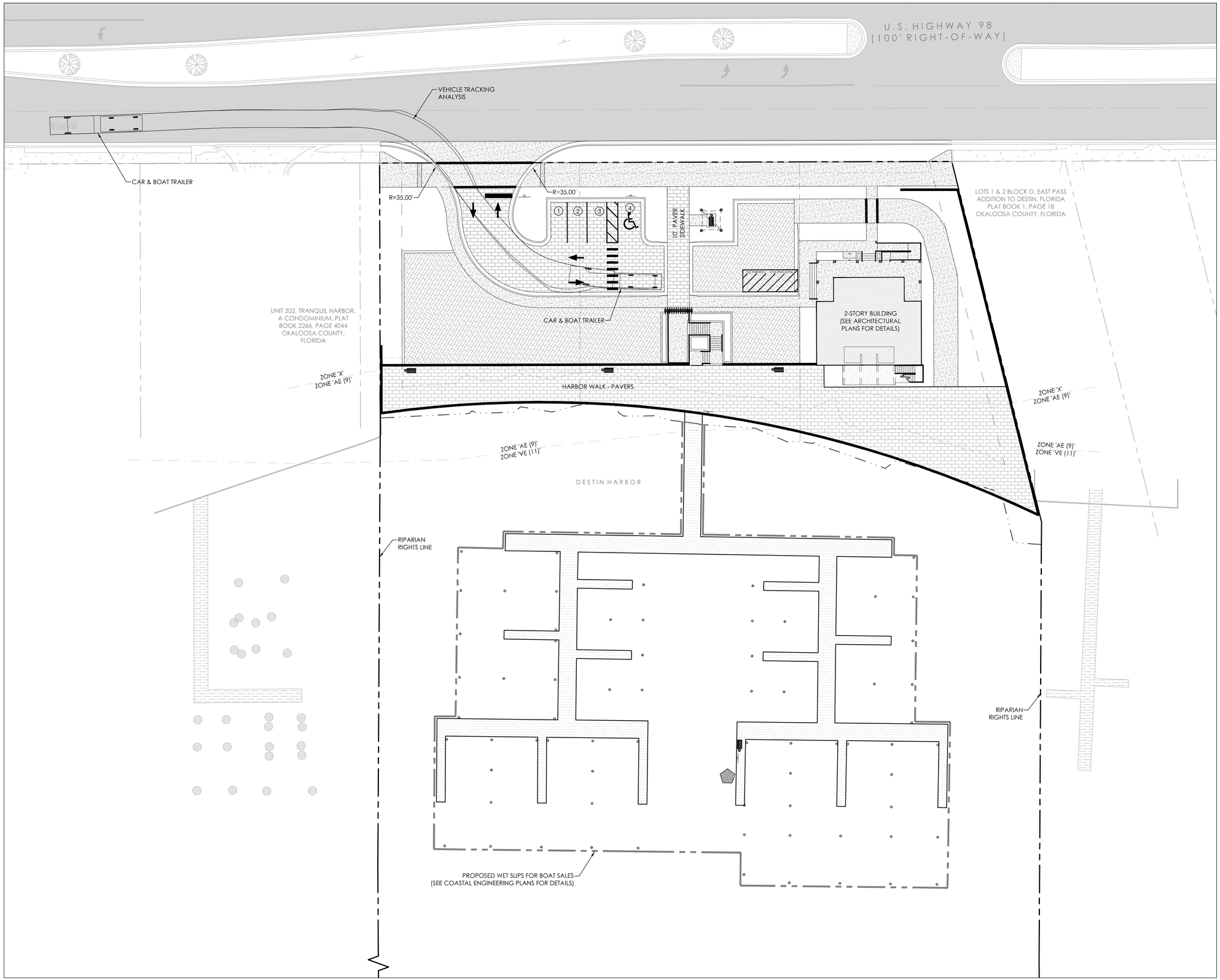
RECORD DATA
DATE: 05.26.2017
REV. NO: 3
REV. DATE: 05.01.2018
DRAWN BY: MTM
REVIEWED BY: MTM

STATE OF FLORIDA
MARK T. MURRAY
LICENSE
No. 80519
MAY 01 2018
PROFESSIONAL ENGINEER

SHEET TITLE
CONSTRUCTION DETAILS

SHEET NUMBER
11 OF 11

C:\DROPBOX (IEC)\PROJECTS\GREGG ORR MARINE PROPERTY\3.ENGINEERING\1.CDS\2.SHEETS\SOUTH PROPERTY\11 CONSTRUCTION DETAILS.DWG, MARK, 4/30/2018 5:39:30 PM
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REGULAR SPACES H.C. SPACE



N

GRAPHIC SCALE

20 0 10 20 40

(IN FEET)
1 inch =20 Feet

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MIRAMAR BEACH | FLORIDA | 32550

GREGG ORR MARINE

BOAT / YACHT SALES

GREGG ORR MARINE
226 MAIN STREET
DESTIN, FL 32541

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DATE: 05.26.2017
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REVIEWED BY: MTM

MARK T. MURRAY
LICENSE
No. 80519
MAY 01 2018
STATE OF
FLORIDA
PROFESSIONAL ENGINEER

SHEET TITLE

VEHICLE TRACKING EXHIBIT

SHEET NUMBER

1 OF 1

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C:\DROPBOX (IEC)\PROJECTS\GREGG ORR MARINE PROPERTY\3-ENGINEERING\1-CDS\2-SHEETS\SOUTH PROPERTY\VEHICLETURNINGEXHIBIT.DWG, MARK, 4/30/2018 5:42:36 PM

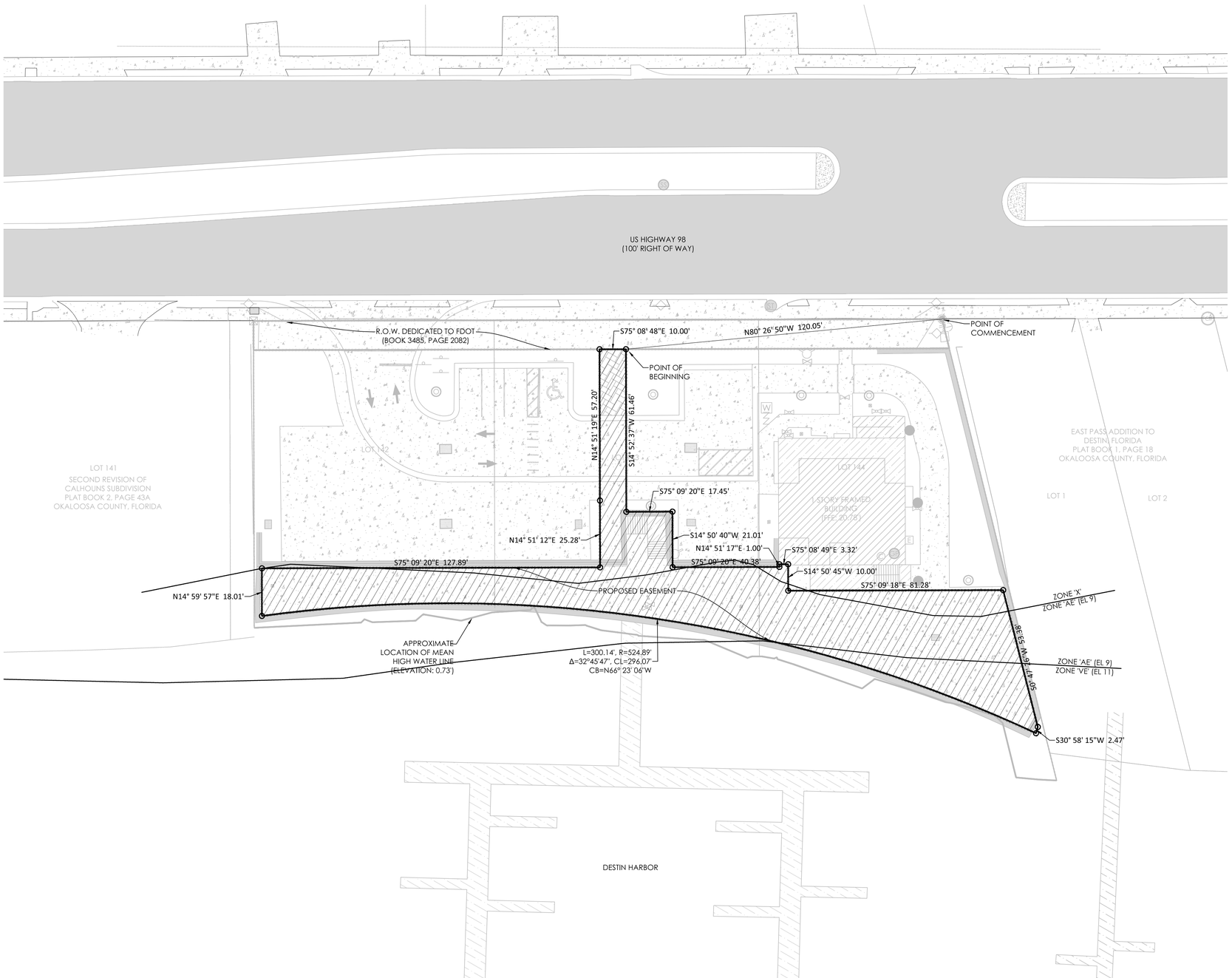
SPECIFIC PURPOSE SURVEY

SKETCH OF DESCRIPTION

LOCATED IN

UNSECTIONALIZED TOWNSHIP 2 SOUTH, RANGE 22 WEST

OKALOOSA COUNTY, FLORIDA



GRAPHIC SCALE

20 0 10 20 40

(IN FEET)
1 inch =20 Feet

LEGAL DESCRIPTION (AS WRITTEN)

COMMENCING AT THE NORTHEAST CORNER OF LOT 144, BLOCK C, CALHOUN SUBDIVISION, AS RECORDED IN PLAT BOOK 2, PAGE 43-A ON FILE IN THE OFFICE OF THE CIRCUIT COURT, OKALOOSA COUNTY, FLORIDA; THENCE NORTH 80 DEGREES 26 MINUTES 50 SECONDS WEST A DISTANCE OF 120.05 FEET TO A POINT, SAID POINT BEING THE POINT OF BEGINNING; THENCE SOUTH 14 DEGREES 52 MINUTES 37 SECONDS WEST A DISTANCE OF 61.46 FEET TO A POINT; THENCE SOUTH 75 DEGREES 09 MINUTES 20 SECONDS EAST A DISTANCE OF 17.45 FEET TO A POINT; THENCE SOUTH 14 DEGREES 50 MINUTES 40 SECONDS WEST A DISTANCE OF 21.01 FEET TO A POINT; THENCE SOUTH 75 DEGREES 09 MINUTES 20 SECONDS EAST A DISTANCE OF 40.38 FEET TO A POINT; THENCE NORTH 14 DEGREES 51 MINUTES 17 SECONDS EAST A DISTANCE OF 1.00 FEET TO A POINT; THENCE SOUTH 75 DEGREES 08 MINUTES 49 SECONDS EAST A DISTANCE OF 3.32 FEET TO A POINT; THENCE SOUTH 14 DEGREES 50 MINUTES 45 SECONDS WEST A DISTANCE OF 10.00 FEET TO A POINT; THENCE SOUTH 75 DEGREES 09 MINUTES 18 SECONDS EAST A DISTANCE OF 81.28 FEET TO A POINT; THENCE SOUTH 00 DEGREES 47 MINUTES 26 SECONDS WEST A DISTANCE OF 53.38 FEET TO A POINT; THENCE SOUTH 30 DEGREES 58 MINUTES 15 SECONDS WEST A DISTANCE OF 2.47 FEET TO A POINT, SAID POINT BEING THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTHWEST; THENCE ALONG SAID CURVE HAVING A RADIUS OF 524.89 FEET, AN ARC LENGTH OF 300.14 FEET, A CENTRAL ANGLE OF 32 DEGREES 45 MINUTES 47 SECONDS, A CHORD BEARING OF NORTH 66 DEGREES 23 MINUTES 06 SECONDS WEST, AND A CHORD LENGTH OF 296.07 FEET TO A POINT; THENCE NORTH 14 DEGREES 59 MINUTES 57 SECONDS EAST A DISTANCE OF 18.01 FEET TO A POINT; THENCE SOUTH 75 DEGREES 09 MINUTES 20 SECONDS EAST A DISTANCE OF 127.89 FEET TO A POINT; THENCE NORTH 14 DEGREES 51 MINUTES 12 SECONDS EAST A DISTANCE OF 25.28 FEET TO A POINT; THENCE NORTH 14 DEGREES 51 MINUTES 19 SECONDS EAST A DISTANCE OF 57.20 FEET TO A POINT; THENCE SOUTH 75 DEGREES 08 MINUTES 48 SECONDS EAST A DISTANCE OF 10.00 FEET TO A POINT, SAID POINT BEING THE POINT OF BEGINNING.

SURVEY NOTES

1. THIS MAP REPRESENTS A SPECIFIC PURPOSE SURVEY FOR THE PURPOSE OF ESTABLISHING A LEGAL DESCRIPTION FOR A PROPOSED PEDESTRIAN EASEMENT. COMPLETION DATE OF FIELD SURVEY: NO FIELD WORK WAS PERFORMED FOR THIS SURVEY.
2. SOURCES OF INFORMATION USED IN THE PREPARATION OF THIS SURVEY INCLUDE:
   • EXISTING MONUMENTATION
3. THIS SURVEY DOES NOT REFLECT RESEARCH BY INNERLIGHT ENGINEERING CORPORATION, REGARDING TITLE OR EASEMENT. THERE MAY EXIST: DEEDS OF RECORD, UNRECORDED DEEDS, PLATS, UNRECORDED PLATS, EASEMENTS, RIGHTS-OF-WAYS, OR OTHER INSTRUMENTS THAT MAY AFFECT THIS PARCEL.
4. NORTH AND THE BEARINGS DEPICTED HEREON ARE BASED UPON THE STATE PLANE COORDINATE SYSTEM - FLORIDA NORTH ZONE, NORTH AMERICAN DATUM OF 1983 (NAD 83).
5. IMPROVEMENTS ARE AS SHOWN. NO ATTEMPT WAS MADE TO LOCATE UNDERGROUND FEATURES, UNDERGROUND FOUNDATIONS, OR UNDERGROUND UTILITIES UNLESS OTHERWISE NOTED.
6. ADDITION OR DELETIONS TO THIS SURVEY DRAWING BY ANY OTHER PERSON(S) THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.
7. FEDERAL EMERGENCY MANAGEMENT AGENCY (F.E.M.A.), FLOOD INSURANCE RATE MAP (F.I.R.M.) 12091C0488H, BEING PANEL 488, EFFECTIVE DATE OF DECEMBER 6, 2002. INDICATES THAT THE SUBJECT PARCEL IS LOCATED IN ZONE "X", "AE" (EL 9), AND "VE" (EL 11). NO CERTIFICATIONS ARE MADE REGARDING THE ACCURACY OF SAID F.I.R.M.

THE SURVEY DEPICTED HEREON WAS PREPARED IN ACCORDANCE WITH THE STANDARDS OF PRACTICE FOR PROFESSIONAL SURVEYORS AND MAPPERS AS DEFINED IN CHAPTER 5J-17 OF THE FLORIDA ADMINISTRATIVE CODE AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS PURSUANT TO SECTION 472.027 OF THE FLORIDA STATUTES.

ABBREVIATIONS

ID	IDENTIFICATION
(N)	NORTH
(E)	EAST
(S)	SOUTH
(W)	WEST
OR	OFFICIAL RECORDS
F	FOUND
P	PLAT
R/W	RIGHT OF WAY
LB	LICENSE BUSINESS
SSMH	SANITARY SEWER MANHOLE
STMH	STORM MANHOLE
BM	BENCHMARK
UN	UNABLE TO DETERMINE

SURVEY LEGEND

- PAVEMENT
- CONCRETE
- PROPOSED PEDESTRIAN EASEMENT

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MIRAMAR BEACH | FLORIDA | 32550

GREGG ORR MARINE

GREGG ORR MARINE
226 MAIN STREET
DESTIN, FLORIDA 32541

RECORD DATA

DATE: 01.12.2020
REV. DATE: N/A
DRAWN BY: WJ
REVIEWED BY: JS

Sawyer
NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER

GARY "JOSH" SMITH
LICENSE NUMBER
7186
STATE OF
FLORIDA
PROFESSIONAL SURVEYOR AND MAPPER

GARY "JOSH" SMITH, P.S.M.
FLORIDA REGISTRATION NO. 7186
INNERLIGHT ENGINEERING CORP.
11490 EMERALD COAST PARKWAY, SUITE 2W
MIRAMAR BEACH, FLORIDA 32550
P: 251.759.7961

SHEET TITLE

SPECIFIC PURPOSE SURVEY

SHEET NUMBER

1 OF 1

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C:\DROPBOX (IEC)\PROJECTS\GREGG ORR MARINE PROPERTY\2.SURVEYING\2.OFFICE\1.DWG\SOUTH ORR PROPOSED PEDESTIAN EASEMENT (SOD).DWG, Wesjo, 1/12/2021 11:47:22 AM

Community Development
Planning Division

4200 Indian Bayou Trail | Destin, FL 32541 | Phone: 850-837-4242 |www.cityofdestin.com

June 15, 2018 **Order No. 18-14**

Final Development Order:

"GREGG ORR MARINE BOAT YACHT SALES"
A MINOR DEVELOPMENT
(18-06-SP)

Based upon the City's approval and issuance of this Development Order on June 8, 2018, this document will serve as your Final Development Order, and includes all of the provisions and conditions in the attached Technical Review Committee Report.

Innerlight Engineering Corporation, on behalf of Gregg Orr, requested a Minor Tier 1 Development identified as "Gregg Orr Marine Boat, Yacht Sales" on November 7, 2017. The proposed development consists of a motor vehicle dealership. The proposed project is located at 612 Harbor Blvd, also identified by Okaloosa County Property Appraiser as Parcel No. 00-2S-22-0310-000C-1440. The overall property contains 0.88 acres, more or less.

DETERMINATIONS:

1. This final development order is in accordance with the approved construction documents, which is inclusive of the site plan, drainage plan, landscape plan, outdoor lighting plan, architectural plans, etc., and dated approved May 29, 2018.

2. All the findings of the Technical Review Committee report, dated May 23, 2018, are incorporated herein.

CONDITIONS OF APPROVAL:

I. Pursuant to the City of Destin Land Development Code:

Construction of infrastructure must commence within one (1) year of approval date (date from which the Final Development Order is issued by the Community Development Department) of the Final Development Order on **June 15, 2018** (no later than **June 15, 2019**), and must be completed as shown on plans approved by the Technical Review Committee.

WARNING: If the applicant/owner has not obtained a building permit(s) for either the construction of infrastructure or construction of the entire project and that construction has not commenced within one (1) year of issuance of the final development order, the final development order will become null and void and the application for development order approval must be re-initiated (Article 2, Section 2.21.00).

NOTE: Construction of infrastructure shall be defined as site work, grading, or other construction activity (not including clearing and grubbing or demolition of existing structures) related to installation of roadways, access drives, parking lots, underground utilities, stormwater or drainage facilities, or building foundations (Article 2, Section 2.21.00).

NOTE: An applicant/owner who desires to extend the twelve (12) month (1 year) deadline for either the construction of infrastructure or construction of the entire project must submit a written request to the Community Development Department, no less than thirty (30) days prior to the expiration of the twelve (12) month deadline to obtain a building permit and commence construction of infrastructure or construction of the entire project. The applicant may receive only one extension, and such extension shall not exceed one year. The applicant /owner should review Article 2, Section 2.21.00, of the Destin Land Development Code for further explanation of the Development Order extension process.

1. If the applicant fully complies with the requirements of Condition No. I. above, the concurrency capacity allocation status for **"Gregg Orr Marine Automotive Dealership"** will be protected. **However, the protected concurrency status will be lost and the application for development order approval must be re-initiated if:**

   A. Construction permit(s) in association with construction of infrastructure or construction of the entire project are not obtained in accordance with Article 2, Section 2.10.00 of the Land Development Code to maintain concurrency, or

   B. Construction activity ceases for a period of one (1) year after a building permit for construction of infrastructure or construction of the entire project has been issued so that concurrency is not maintained under Article 6 of the Destin Land Development Code.

2. The applicant must obtain City of Destin permits for the following activities on and off site (these may require appropriate bonding):

   A. Disturbance of the City's Right-Of-Way (Note: Applicant must obtain the proper ROW permit(s) from the Public Services Department prior to issuance of building permits, unless otherwise exempted by the Public Services Director).
   B. Pavement cuts.
   C. Construction of any kind.
   D. Clearing, grubbing, or demolition.
   E. Paving, grading, drainage, sidewalks.
   F. Signage.
   G. Installation of utilities.
   H. Construction trailers.

3. The following items must be addressed in the appropriate order:

   A. **Prior to the issuance of the Final Development Order,** all outstanding costs associated with this project and are owed to the City must be paid in full.

   B. **Prior to the issuance of any City Permit,** a sign must be posted on the subject property notifying the public of the emergency contact information of the person responsible for the project. Refer to section 7.01.02(B) of the Land Development Code for details on the size, location and contents of the sign. Additionally, a posting of emergency contact information sign affidavit must be submitted to the Planning Division prior to the issuance of any permits.

C. **Prior to the Commencement of Construction,** a permit, with a copy of the demolition plan for the site indicating the location of the Construction Site Screening, must be submitted and approved by the City. Said screening must meet the requirements set forth in Destin Code of Ordinances, Section 6-51 *Screen Criteria.*

D. **Prior to the issuance of any City Permit,** obtain an Florida Department of Transportation Right-of-Way Construction Permit and submit copy to the Public Services Department.

E. **Prior to the issuance of any City Permit,** obtain a FDEP NPDES permit and submit a copy to the Public Services Department.

F. **Prior to the issuance of any City Permit,** a copy of the Northwest Florida Water Management District (NWFWMD) storm water permit and a National Pollution Discharge Elimination System (NPDES) storm water construction generic Permit (if applicable) approval shall be provided.

G. **Prior to the issuance of a Certificate of Occupancy,** all applicable Impact Fees and other outstanding costs associated with this project that are owed to the City must be paid in full.

a. **Prior to the issuance of a Certificate of Completion/Occupancy,** the Owner shall **pay the City a Multimodal Mitigation Fee of $19,000.00**, in accordance with the Land Development Code Section 18.05.01.

b. **Prior to the issuance of a Certificate of Completion/Occupancy,** the Owner shall **pay the City Impact Fees in the amount of $ $3,448.32.**
Final Impact Fee amounts will be determinant upon the gross floor area of the overall development land use and whether exemption or credits are applicable and reevaluated at the time a Certificate of Occupancy is requested. **Any claims for exemption or credits must be made no later than the time a Certificate of Occupancy is requested. Refer to *Article 19 Impact Fees* of the Destin Land Development Code (LDC) for specifics regarding Impact Fees.**

H. **Prior to the issuance of a Certificate of Occupancy,** all applicable impact fees and other outstanding costs associated with this project that are owed to the City must be paid in full.

I. **Prior to the issuance of a Certificate of Occupancy,** the site layout, landscaping, outdoor lighting and architectural design must be inspected and approved by the Community Development Department.

J. **Prior to the issuance of a Certificate of Occupancy,** a Stormwater Operation/Maintenance Plan (SWOMP) approved by the City shall be acknowledged and signed by the Owner.

K. **Prior to the issuance of a Certificate of Occupancy,** assigned address number for the principal building shall be displayed and clearly visible and legible, preferably reflective, from the street or private way on which the building fronts with Arabic numerals not less than three inches in height and one-half inch in width. Numbers must be in a color contrasting to the building or other background. Assigned numbers for principal buildings which are not visible from the street or private way shall additionally be displayed at the intersection of the driveway and servicing street, and attached to a post, wall, fence or mailbox at a level to ensure visibility. *Ref. LDC Section 7.18.04*.

L. Prior to the issuance of a Certificate of Occupancy, the "Proposed Dedicated Pedestrian Easement", shown on the Site Layout Plan page 8 of 11, must be recorded in the public record of Okaloosa County.

Additionally, the owner must comply with all of the comments, notes and conditions of the Technical Review Committee members as stated in the attached TRC Report dated May 23, 2018.



06/14/2018

Jennifer Bryla, AICP Date
Community Development Director
City of Destin

Mark T. Murray 06/19/2018

Mark Murray, P.E. Date
11490 Emerald Coast Pkwy, Suite 2W
Miramar Beach, FL 32550

TECHNICAL REVIEW COMMITTEE REPORT

"GREGG ORR MARINE BOAT YACHT SALES"
A MINOR TIER 1 DEVELOPMENT
(18-06-SP)

TRC Report: May 23, 2018

ISSUE:

Applicant: Gregg Orr, owner, is requesting approval of a Minor Tier 1 Development identified as "Gregg Orr Marine Boat, Yacht Sales."
Request: The request for approval consists of a new marine dealership..
Location: The proposed project is located at 612 Harbor Blvd, also identified by Okaloosa County Property Appraiser as Parcel No. 00-2S-22-0310-000C-1440.
Parcel Size: The overall property contains 0.88 acres, more or less.
Future Land Use: South Harbor Mixed Use (SHMU)
Zoning District: South Harbor Mixed Use (SHMU)
Density: Allowed: N/A
Proposed: N/A
Intensity: Allowed: 3.0 FAR
Proposed: 0.06 FAR

Application Date:	November 3, 2017
Received Date:	November 7, 2017
TRT Date (Last Submittal Review Letter):	May 23, 2018
Approved Site Plan Date:	May 29, 2018

DISCUSSION/FINDINGS:

The proposed project is a 1,934 square foot marina on a 0.88 acre site fronting Harbor Boulevard. The project is within the Old Destin subarea of the Multimodal Transportation District and Harbor Community Redevelopment District. The Future Land Use designation is South Harbor Mixed Use (SHMU). The Zoning district is South Harbor Mixed Use (SHMU). The Technical Review Team (TRT) reviewed and approved the project with specific conditions as stated below.

COMPREHENSIVE PLAN/ZONING:

The proposed request as presented and described is consistent with Comprehensive Plan: 2020 and the Land Development Code.

CONCURRENCY MANAGEMENT:

Staff has received approved Concurrency Evaluation Certificates (CEC) for the following areas:

Traffic: The Transportation Planning Consultant signed the CEC on March 13, 2018, which included a **$19,000.00** Multimodal Mitigation Fee consistent with LDC 18.05.00.
Solid Waste: Okaloosa County Solid Waste Department signed the CEC on November 6, 2017.
Potable Water: Destin Water Users, Inc. signed the CEC on December 15, 2017.
Sanitary Sewer: Destin Water Users, Inc. signed the CEC on December 15, 2017.
Stormwater Management: The City's Stormwater Manager signed the CEC on May 15, 2018.

TRANSPORTATION ANALYSIS:

The traffic analysis, dated January 12, 2018, accurately documents the distribution of vehicle trips necessary for tracking and determining the overall success of the Multimodal Transportation District as outlined in LDC 6.05.05.

SIDEWALKS/PEDESTRIAN CONNECTIVITY:
The project includes the reconstruction and expansion of the public sidewalk along Harbor Boulevard. An 11' sidewalk and buffer run the entire length of the project parcel adjacent to Harbor Boulevard. The internal sidewalk network provides a direct connection to the building entrance, parking spaces adjacent to the building, and the Harbor boardwalk.

SUBDIVISION OR PUD – PLAT:

The proposed project does not include any platting or replatting.

RIGHT-OF-WAY DEDICATION:

The proposed project does not include any right-of-way dedication.

PHASING:

A phasing plan was not submitted for review as part of this application.

ADDRESSING:

The following condition shall apply:

1. **Prior to the issuance of a Certificate of Occupancy,** assigned address number for the principal building shall be displayed and clearly visible and legible, preferably reflective, from the street or private way on which the building fronts. *Ref. LDC Section 7.18.04.*

AIRPORT PROTECTION:

As proposed, this project is not affected by nor affects the Destin – Ft. Walton Beach Airport. The applicant has indicated on the development order application that the proposed project is not within the Airport Expansion Area. NOTE: If construction necessitates the use of a crane, or other obstruction, which exceeds Federal Aviation Administration FAR 77 Standards (normally 200 feet above ground level), the applicant must request a variance from the FAA for temporary encroachment into this restrictive area and a copy of a completed FAA Form 7460, must be placed on file with the City of Destin prior to the crane, or other obstruction, penetrating the restricted airspace.

DENSITY:

Allowed: N/A

Proposed: N/A

INTENSITY:

Allowed: 3.0
Proposed: 0.06
This project has a South Harbor Mixed Use (SHMU) FLUM designation, which allows for a maximum Floor Area Ratio (FAR) of 3.0

HEIGHT:

Allowed: 35'/3 stories
Proposed: 33'/2 stories

The proposed two-story building is 33' in height from the average grade of the subject property to the cornice line of the building per the City adopted Comprehensive Plan: 2020 height definition. This height does **not** exceed the height limit for the South Harbor Mixed Use (SHMU) FLUM designation.

SETBACKS AND BUFFERS:

The proposed building meet and exceed all of the required setbacks and buffers for the South Harbor Mixed Use (SHMU) Zoning District with exception of the maximum front setback. The applicant submitted a letter requesting an exception from the requirement that the building must be located adjacent to the public sidewalk. In response to the setback exception request letter, additional pedestrian amenities such as a gazebo or other structure that is a feature of use or interest to pedestrians would be allowed to amend the concern for ADA cart path access. Ref. LDC Section 8.09.03.A.06.C. Per the City of Destin Land Development Code, Section 8.09.03.A.1.a, the City Manager or designee, may grant an exception to this requirement for automobile and other motor vehicle dealers.

Setbacks	Required/Provided	Buffers	Required/Provided
Front:	16' minimum and 26' maximum / 52.36'	Front:	5' / 5'
Side:	0' / 28.83'(east), 0' /198.64' (west)	Side:	None / 10' (east), 10' (west)
Rear:	15' / 31.72'	Rear:	None / 0'

MECHANICAL EQUIPMENT

The following condition applies to this project:

1. Outdoor mechanical equipment, such as heating, air conditioning, and ventilation systems, must be placed on the roof, in the rear or to the side of the building, or otherwise visually screened. In no case shall mechanical equipment be located between the principal structure and the front property line or any property line facing a right-of-way. All mechanical equipment located on the roof shall not be visible from adjacent properties or rights-of-way from heights equal to or less than the equipment. All mechanical equipment located in the rear or to the side of the building shall be enclosed by opaque fence, wall or hedge a minimum of six feet in height or to the highest point of the equipment, whichever is lower. For air conditioning or other equipment requiring airflow, a lattice screen of at least 50 percent opacity shall be sufficient to meet this requirement. *Ref. LDC Section 7.09.02(B) (1).*

SIGNS:

No approved signage plan or design was requested as part of this application. The following condition applies to this project:

1. Signage, if installed, must be reviewed and approved by the Community Development Department. Signage requires the issuance of a City building permit, unless otherwise stated by staff. All signage shall meet the requirements set forth in Article 16 of the City's Land Development Code.

UTILITIES:

The following condition applies to this project:

1. All new development projects shall be required to place all existing and proposed utility lines located on the subject property, regardless of who the utilities serve, underground. *Ref. LDC Section 20.12.00*.

OUTDOOR LIGHTING:

The outdoor lighting plan for this project has been approved. All lighting must be shielded downward and away from adjacent properties in order to avoid spill-over and illumination into the night sky.

COASTAL MANAGEMENT AND CONSERVATION:

The project site includes Flood Zones VE(11'), AE(9'), and "X".

WHITE SANDS ZONE:

The subject property is located in White Sand Zone I.

STORMWATER MANAGEMENT:

The City approved the Stormwater Management plan on May 15, 2018, and had the following Stormwater related notes and conditions:

1. **Note:** The Engineer of Record is cautioned to review the construction documents as submitted to assure thorough information is provided to allow proper construction. All stormwater management facilities shall be required to be constructed per the Codes of the City of Destin.

2. **Condition:** If groundwater is observed standing in the storm structures, the SWOMP shall be considered in non-compliance and a revised stormwater plan shall be resubmitted for approval.

3. **Condition: Prior to the issuance of any City permit,** a copy of the Northwest Florida Water Management District (NWFWMD) storm water permit and a National Pollution Discharge Elimination System (NPDES) storm water construction generic Permit (if applicable) approval shall be provided.

4. **Condition: Prior to the issuance of a Certificate of Occupancy,** a Stormwater Operation/Maintenance Plan (SWOMP) approved by the City shall be acknowledged and signed by the Owner.

INGRESS/EGRESS:
Ingress and egress to the project is provided via a 28.14' accessway on Harbor Boulevard.

REFUSE COLLECTION:

The following condition shall apply:

1. **Condition:** All solid waste collection areas shall be enclosed by a 100 percent opaque fence, wall, or hedge that is a minimum of six feet in height. All enclosures shall have gates that are 100 percent opaque. Ref. LDC Section 7.09.02(B) (3).

PARKING AND LOADING SPACES:

The parking provided complies with Land Development Code Section 8.06.00. *Vehicle and bicycle parking standards*, as indicated on the approved plans.

Spaces	Required	Provided
Vehicle	5 (max.) (1 ADA)	4 (1 ADA)
Bicycle	1	2
Loading	1	1

OPEN SPACE/LANDSCAPE:

The project meets or exceeds the landscape requirements of the Destin Land Development Code as indicated on the approved plans and as follows:

Open Space Requirements:

Site Development Area (Total Area): 34,658 sq. ft. (0.88 acres, more or less)
Total Required Open Space: 25% (8,664.50 sq. ft.)
Total Provided Open Space: 49.09% (17,013.23 sq. ft.)

Tree Requirements:

Credits for Existing Trees (2" to 6" diameter) on Site (0 trees x 2 credits per tree):	0
Credits for Existing Trees (7" to 12" diameter) on Site (0 trees x 3 credits per tree):	0
Credits for Existing Trees (13" to 19" diameter) on Site (0 trees x 4 credits per tree):	0
Credits for Existing Trees (20" to 24" diameter) on Site (0 trees x 5 credits per tree):	0
Total Reforestation Credits for saving Existing, Protected, or Preserved Trees:	0
Reforestation Trees Required on Site: (1 per every .10 of an acre 0.785 x 10 = 8)	8
Total Reforestation Credits for trees on Site	0
Total Reforestation Trees Required on Site: (1 per every .10 of an acre minus credits)	**8**

Note: Per the Land Development Code, credit shall be received on the reforestation requirement of this section by preserving existing trees. Trees required for reforestation are in addition to other required trees within Article 12, Section 12.04.04.C.

Total Reforestation Trees Required on Site**:**	8
Front Perimeter Trees (1 per 25') Required on Site:	0
Parking Lot Trees (1 per end row and landscape island) Required on Site:	2
Vegetative Buffer Trees, if applicable, (1 per 25') Required on Site:	0
TOTAL TREES REQUIRED:	**10**
TOTAL TREES PROVIDED:	**11**

Unless otherwise noted, all required trees must be a minimum of twelve (12) feet high at time of planting and reach a crown of twenty (20) feet at maturity. If the twenty (20) foot crown requirement is not met, additional trees shall be added and grouped together to meet the twenty (20) foot crown. If shrubs are used in the required buffer areas, one-third shall be a minimum of thirty-six (36) inches in height time of planting; one-third shall be a minimum of eighteen (18) inches in height when measured immediately after planting; and one-third shall be round cover plantings of a one-gallon size. **WARNING: A Certificate of Occupancy will not be issued until the required landscape material per the approved landscape plan has been inspected and approved by the Community Development Department.**

IMPACT FEES:

The following impact fee amounts may be subject to change. Final impact fee amounts will be determinant upon the gross floor area of the overall development land use and whether exemption or credits are applicable and reevaluated at the time a Certificate of Occupancy is requested. **Any claims for exemption or credits must be made no later than the time a Certificate of Occupancy is requested. Refer to Article 19 of the Destin Land Development Code for specifics regarding impact fees.** The owner/applicant must pay the final impact fee amounts prior to the issuance of a Certificate of Occupancy:

IMPACT FEE SCHEDULE (Excerpt)

LAND USE	PARK	LIBRARY	POLICE	TRANS.	TOTAL
Retail/Commercial (per 1,000 sf)	N/A	N/A	$31.00	$1,752	**$1,783.00**

Impact Fee Calculation: (1,934 / 1,000) x $1,783 = **$ $3,448.32**

MULTIMODAL MITIGATION FEE:

Multimodal mitigation fees are provided as a means of allowing a development to achieve the required number of points on a Multimodal Transportation District Concurrency Evaluation (MMTD CEC) form as outlined in Land Development Code Article 6 - Concurrency Management System. Based on the MMTD CEC approved on March 13, 2018, in accordance with the Land Development Code Section 18.05.01, a Multimodal Mitigation Fee of **$19,000** is due prior to the issuance of a Certificate of Completion/Occupancy.

OTHER FEES:

The fees listed below are subject to change and are based on the most recent information available. The fees must be paid by the applicant as part of the cost recovery associated with the proposed project:

Application Fee:	$2,500.00 (pd.11/03/17)
City Surveyor:	N/A
City Traffic Consultant:	N/A
Re-Review Fees (Community Dev.):	$2,508.98 (pd. 06/14/18)
Administrative:	N/A
Surrounding Property Notification:	N/A
City Council Advertising:	N/A
TOTAL (as of 06/14/2018)	**Paid in Full**

STATE/FEDERAL PERMITS REQUIRED BEFORE ISSUANCE OF BUILDING PERMIT:

The following state permits are required prior to the issuance of any city permit:

1. **Prior to the issuance of any City Permit,** obtain a FDEP NPDES permit and submit a copy to the Public Services Department.

2. **Prior to the issuance of any City Permit,** a copy of the Northwest Florida Water Management District (NWFWMD) storm water permit and a National Pollution Discharge Elimination System (NPDES) storm water construction generic Permit (if applicable) approval shall be provided.

3. **Prior to the issuance of any City Permit,** obtain a Florida Department of Transportation Right-of-Way Construction Permit and submit copy to the Public Services Department.

PUBLIC INPUT:

No input from the general public was received by staff concerning this application.

TECHNICAL REVIEW COMMITTEE MEMBER COMMENTS, NOTES AND CONDITIONS:

DESTIN FIRE CONTROL DISTRICT:

The Destin Fire Control District approved the project for *conceptual approval* in a letter dated November 27, 2017. Please refer to **Exhibit "A"** for a copy of the approval letter.

DESTIN WATER USERS:

Destin Water Users approved the project with conditions in a letter dated December 15, 2017. Please refer to **Exhibit "B"** for a copy of the approval letter.

CEC POTABLE WATER:

Please refer to **Exhibit "C"** for a copy of the certificate dated December 15, 2017.

CEC SANITARY SEWER:

Please refer to **Exhibit "D"** for a copy of the certificate dated December 15, 2017.

CENTURYLINK COMMUNICATIONS:

Cox Communications stated it had no objections in a letter dated December 13, 2017. Please refer to **Exhibit "E"** for a copy of the approval letter.

OKALOOSA GAS:

Okaloosa Gas stated it had no objections to the project in a letter dated November 8, 2017. Please refer to **Exhibit "F"** for a copy of the approval letter.

WASTE MANAGEMENT:

Waste Management stated it had no concerns nor objections to the project in a letter dated November 28, 2017. Please refer to **Exhibit "G"** for a copy of the approval letter.

BUILDING DIVISION:

The Community Development Department's Building Division had no further comments on the project in a memo dated November 8, 2017. Please refer to **Exhibit "H"** for a copy of the approval memo.

PLANNING DIVISION:

Renaissance Planning had no further comments on the project in a memo dated May 22, 2018. Please refer to **Exhibit "I"** for a copy of the approval letter.

STORMWATER MANAGEMENT/PUBLIC SERVICES DEPARTMENT:

The stormwater, right-of-way, and wetlands areas only were approved with conditions on May 15, 2018 by the City of Destin's Office of Public Services. Please refer to **Exhibit "J"** for a copy of the stormwater related notes and conditions.

TRAFFIC:

Renaissance Planning had no further comments on the project in a memo dated March 13, 2018. Please refer to **Exhibit "K"** for a copy of the condition.

CEC MULTI-MODAL TRANSPORTATION DISTRICT:

Please refer to **Exhibit "L"** for a copy of the certificate dated March 13, 2018.

CEC STORMWATER MANAGEMENT:

Please refer to **Exhibit "M"** for a copy of the certificate dated May 15, 2018.

CEC SOLID WASTE:

Please refer to **Exhibit "N"** for a copy of the certificate dated November 6, 2017.

Destin Fire Control District
848 Airport Road - Destin, Florida 32541
Telephone (850) 837-8413 Fax (850) 837-6715

Chief Kevin Sasser

TECHNICAL REVIEW TEAM

DATE: November 27, 2017

To: PLANNING & ZONING DIRECTOR
CITY OF DESTIN
4100 Indian Bayou Trail
DESTIN, FL 32541

This project has been reviewed for conceptual approval in accordance with the currently adopted Florida Fire Prevention Code.

Project: Gregg Orr Marine Boat / Yacht Sales

Address: 612 Harbor Blvd

Occupancy: Business

Owner and/or Contractor: Innerlight Engineering Corporation
Mark Murray- 850-424-5855

Comments:

Conceptual Approval **has been given.**

The Fire District requires a complete electronic package of PDF files on a CD or USB Flash Drive. Submittal must include engineered drawings of the fire sprinkler and fire alarm systems.

Fire Safety Public Safety Facilities Fees (Impact Fees) and Plan Review fees will be assessed when building plans are submitted. All fees must be paid upon completion of the review.

Dock Standpipe is required for the Dock.

Matt Taylor, Fire Marshal
Destin Fire Control District
850-837-8413

A Heart Ready Community

An Advanced Life Support Service

DESTIN WATER USERS INC.

P.O. BOX 308 DESTIN, FL. 32540-0308 (850)-837-6146

DATE: December 15, 2017

TO: THE CITY OF DESTIN – COMMUNITY DEVELOPMENT
4200 INDIAN BAYOU TRAIL
DESTIN, FLORIDA 32541

PROJECT: Greff Orr Marine - Boat/Yacht Sales
PROJECT NUMBER: 18-06-SP
CONTACT: Gregg Orr 850-460-7128
LOCATION: 612 Harbor Boulevard,Destin Fl 32541

[X] **PROJECT QUESTIONNAIRE WAS COMPLETED AND RETURNED TO DESTIN WATER USERS.**

THIS LETTER CERTIFIES THAT THIS PROJECT HAS BEEN REVIEWED BY DESTIN WATER USERS INC. AT A TECHNICAL REVIEW COMMITTEE MEETING AND IS CONCEPTUALLY:

Approved

(Subject to the following, which shall be a condition of the Developmental Order with the City of Destin)

1. *ALL REVISIONS TO THE WATER AND/OR SEWER UTILITIES OF ANY PREVIOUSLY APPROVED PROJECT MUST BE REAPPROVED BY DESTIN WATER USERS, INC. IN WRITING AT LEAST 24 HOURS PRIOR TO IMPLEMENTATION.*
2. ***FIELD VERIFIED AND SCALED "AS-BUILT" PLANS INCLUDING ALL UTILITY INFRASTRUCTURES MUST BE SUBMITTED TO THE CITY OF DESTIN AND FORWARDED TO DESTIN WATER USERS, INC. FOR FINAL INSPECTION BY DESTIN WATER USERS, INC. A WRITTEN APPROVAL SHALL THEN BE SUBMITTED TO THE CITY OF DESTIN PRIOR TO ISSUANCE OF CERTIFICATE OF OCCUPANCY BY THE CITY OF DESTIN IF THERE ARE NO OUTSTANDING ISSUES.***
3. Water tap on existing 8" water main, a 24 hr notice is to be given to Destin Water Users Inc.
4. Lift station on property will be private.
5. A utility easement on the north side of the road is need for the new 6" water main due to connection being on private property.
6. Destin Water Users will operate and maintain the 6" directional drill across Harbor Blvd per the owner request.

IF YOU HAVE QUESTIONS OR CONCERNS PLEASE CALL STEVE SCHMITT / FIELD OPERATIONS MANAGER (850) 837-6146 ext. 3937

Signed

CITY OF DESTIN
CONCURRENCY EVALUATION CERTIFICATION (CEC)
POTABLE WATER

The following certificate must be completed in full, returned to and certified by one of the following water providers, and returned signed and dated to the City of Destin's Community Development Department:

Destin Water Users, Inc.
Attn: Mr. Steven Schmitt
218 Main St.
Destin, Florida 32541
Phone: (850) 337-3937 ext 3937
Fax: (850) 837-4165

South Walton Utility Company, Inc.
Attn: Mr. Peter Debogory
79 Old Highway 98
Destin, Florida 32541
Phone: (850) 837-2988
Fax: (850) 837-7648

This section is to be completed in full by the project representative (i.e. Engineer of record):

Project Name: GREGG ORR MARINE - BOAT / YACHT SALES

Project Address: 612 HARBOR BOULEVARD; DESTIN, FLORIDA 32541

Project Representative: MARK T. MURRAY, P.E. **Phone:** 850.424.5855

Square Footage and Type of Usage: 2,719 SF OF COMMERCIAL SPACE

Number of Units: N/A

Signature: _____ Date: MAY 26, 2017

This section to be completed by the Water Provider:

Is this site within existing service area? Yes ✓ No ___ If no, will service area be extended? Yes ___ No ___

If no, how will potable water be provided: _____

Adopted Level of Service (LOS):

125 gallons per capita per day (average) (Land Development Code: Article 6, Section 6.04.02.B.5)

Demand Generated by this project: 407.85 GPD

Will the project demand cause the plant to reach 85% of its operating capacity: Yes ___ No ✓

If yes, attach details of plans for upgrading facility including time schedules, etc.

Based on the methodology specified in Article 6, Section 6.04.00 of the City of Destin Land Development Code, the adopted LOS for potable water as stated above ***IS*** *or* ***IS NOT*** *(circle one) maintained for this development.*

_____ FIELD OPERATION MANAGER 12/15/2017

Signature Title Date

CITY OF DESTIN
CONCURRENCY EVALUATION CERTIFICATION (CEC)
SANITARY SEWER

The following certificate must be completed in full, returned to and certified by one of the following sewer providers, and returned signed and dated to the City of Destin's Community Development Department:

Destin Water Users, Inc.
Attn: Mr. Steven Schmitt
218 Main St.
Destin, Florida 32541
Phone: (850) 337-3937 ext 3937
Fax: (850) 837-4165

South Walton Utility Company, Inc.
Attn: Mr. Peter Debogory
79 Old Highway 98
Destin, Florida 32541
Phone: (850) 837-2988
Fax: (850) 837-7648

This section is to be completed in full by the project representative (i.e. Engineer of record):

Project Name: GREGG ORR MARINE - BOAT / YACHT SALES

Project Address: 612 HARBOR BOULEVARD; DESTIN, FLORIDA 32541

Project Representative: MARK T. MURRAY, P.E. Phone: 850.424.5855

Square Footage and Type of Usage: 2,719 SF OF COMMERCIAL SPACE

Number of Units: N/A

Signature: _____ Date: MAY 26, 2017

This section to be completed by Sewer Provider:

Is this site within existing service area? Yes ✓ No ___ If no, will service area be extended? Yes ___ No ___

If no, how will sanitary sewer be provided: _____

Adopted Level of Service (LOS):

128 gallons per capita per day (Land Development Code: Article 6, Section 6.04.02.B.1)

Demand Generated by this project: 407.85 GPD

Will the project demand cause the plant to reach 85% of its operating capacity: Yes ___ or No ✓?
If yes, attach details of plans for upgrading facility including time schedules, etc.

Based on the methodology specified in Article 6, Section 6.04.00 of the City of Destin Land Development Code, the adopted LOS for sanitary sewer as stated above ***IS*** *or* ***IS NOT*** *(circle one) maintained for this development.*

_____ FIELD OPERATION MANAGER 12/15/2017

Signature Title Date

CENTURYLINK
ENGINEERING DEPT
650 DENTON BLVD.
FORT WALTON BEACH, FL 32547

Dec. 13, 2017

Mr. Steven Schmidt
Planning Manager
City of Destin

RE: 18-06-SP – Greg Orr Marine Boat & Yacht Sales
County: OKALOOSA

Dear Mr. Steven Schmidt,

This letter is to inform you that CenturyLink has no objections to the proposed construction of the above mentioned project.

Comments: CenturyLink does have aerial facilities along the south side of Hwy. 98 . We ask that caution be used while construction is taking place.

Please feel free to contact me at (850) 664-3446 with any questions or concerns.

Sincerely,

Bobby Wiedeman

Bobby Wiedeman
CenturyLink Engineer II
Fort Walton Beach, FL

Okaloosa Gas District

OKALOOSA GAS DISTRICT
TECHNICAL REVIEW TEAM, DESTIN

DATE 11/08/17

BUSINESS:

18-06-SP GREGG ORR BOAT YACHT SALES

COMMENTS:

Please be advised that Okaloosa Gas District has reviewed the plans for the above referenced project and has no objection. Gas is available.

If you should have any questions or require additional information, please contact me at (850) 729-4870.

Submitted by:

Essa Rhebi

Essa Rhebi
Systems Engineer

ER/ta

P.O. Box 548 • 364 Valparaiso Pkwy • Valparaiso, FL 32580-0548 • Operation Dept. Fax: 850-678-2165
OkaloosaGas.com

...The Difference is our Service!

WASTE MANAGEMENT
108 Hill Avenue NW
Fort Walton Beach, FL 32548
1-850-862-7141
1-850-664-6659 Fax

November 28, 2017

RE: 18-06-SP Gregg Orr Marine Boat Yacht Sales

To whom it may concern:

This letter is to confirm that Waste Management has no concerns or objections to project 18-06-SP Gregg Orr Boat Yacht Sales.

Sincerely,

Katie Cowen
District Manager
Waste Management of Fort Walton Beach, FL
kcowen@wm.com
850-301-2829

From everyday collection to environmental protection, Think Green® Think Waste Management.

Printed on 100% post consumer recycled paper.

Community Development
Building Division
Phone: 654-1119
Fax: 837-7949

MEMORANDUM

DATE: November 8, 2017

TO: Planning Division Project Manager:
Community Development Director/Karen Haynes

FROM: Chief Building Official/Noell Bell NB

SUBJECT: **1st Submittal Review for TRT**

PROJECT: **18-06-SP Gregg Orr Marine Boat/Yacht Sales**
612 Harbor Blvd.
A Minor Tier 1 Development

A Technical Review of the project plans submitted resulted in the following comments:

NO COMMENTS related to the DO approval.

This following comment will need to be addressed at time of Building Permit application:

1) Top landing of the accessibility ramp does not comply with – Accessibility section 405.7.3

1) The west entry stairs will require intermediate handrails per 2014 FBC, section 1012.9.

NOTE: No permits for building/construction or site improvements will be issued until the Development Order is approved.

3TP VENTURES
Think ► Plan ► Do

May 22, 2018

Attn: Jennifer C. Bryla
City of Destin
4200 Indian Bayou Trail
Destin, FL 32541

RE: 18-06 – GREGG ORR MARINE, 3RD SUBMITTAL – PLANNING REVIEW

Dear Ms. Bryla,
3TP Ventures has reviewed the above-referenced project submittal on behalf of the City of Destin Planning Division and have no further comments at this time. Thank you for the opportunity to comment on this submittal.

Sincerely,



Tim Whaler, AICP | Project Manager
3TP VENTURES
tim@3tpventures.com
850-792-5575
www.3tpventures.com

OFFICE OF PUBLIC SERVICES

MEMORANDUM

May 15, 2018

TO: Community Development Director/Jennifer Bryla

FROM: Engineering Assistant II/ Joseph D. Bodi

SUBJECT: 18 06 SP Gregg Orr Marine Boat/yacht Sales Harbor Blvd 3rd Review Stormwater, Right of Way & Wetlands Impact Review ONLY

A submittal was received on May 1, 2018 and the stormwater, right-of-way & wetlands areas and lighting only were reviewed. **The submittal appears to comply with the Destin LDC.** The following standard conditions of the D.O.:

1. **Condition:** Refer to LDC Article 8, Transportation, - The developer/owner, engineer of record and the contractor shall make themselves familiar with these codes and comply with the codes prior to obtaining a Certificate of Occupancy.

2. **Condition** Refer to LDC Article 11.09.00., Illicit Discharge - The developer/owner, engineer of record and the contractor shall make themselves familiar with these codes and comply with the codes prior to obtaining a Certificate of Occupancy.

3. **Condition:** Prior to obtaining any City of Destin permits, obtain a FDEP NPDES permit and submit copy to the Public Services Director. If site is less than 1 ac., provide an erosion control plan in accordance with LDC Article 11.

4. **Condition:** Prior to obtaining any City of Destin permits, obtain a FDOT Right-of-way Driveway and drainage connection Permits.

5. **Condition**: No lighting plans for the docks were reviewed as part of this D.O.

cc:
PS Files

RENAISSANCE
PLANNING

March 13, 2018

Attn: Jennifer C. Bryla
City of Destin
4200 Indian Bayou Trail
Destin, FL 32541

RE: 18-06 – Gregg Orr Marine, 2nd submittal – Transportation Review

Dear Ms. Bryla,

Renaissance Planning has reviewed the Traffic Analysis and Multimodal Transportation Concurrency Evaluation Certification, dated January 12, 2018 and February 16, 2018 respectively, for the above-referenced project submittal. The documentation accurately reflects the distribution of vehicle trips necessary for tracking and determining the overall success of the Multimodal Transportation District. As outlined in Land Development Code (LDC) 6.05.05 and documented on the MMTD CEC, the project requires 19 additional mitigation points to meet transportation concurrency. Per LDC 18.05.00, the additional mitigation point requirement can be satisfied with a Multimodal Mitigation Fee contribution at a rate of $1000.00 per point for a total of $19,000.00.

Thank you for the opportunity to comment on this submittal.

Sincerely,

Tim Whaler | Project Manager
RENAISSANCE PLANNING
twhaler@citiesthatwork.com
850.792.5575x201

CITY OF DESTIN
CONCURRENCY EVALUATION CERTIFICATION
MULTI-MODAL TRANSPORTATION DISTRICT – OLD DESTIN SUB-AREA (TIER 1)

The following certificate, in conjunction with a trip generation and distribution analysis, must be completed in full and certified by the following:

- Any Professional Consulting Firm employing methodology approved by the Florida Department of Transportation and the City of Destin.

This section is to be completed in full by the project representative (i.e. Engineer/Consultant of record). If more space is needed to complete, please attach separate sheet with additional information.

Project Name: Gregg Orr Boat / Yacht Sales **Project Location:** 612 Harbor Boulevard; Destin, Florida 32541 **Parcel ID#:** 00-2S-22-0310-000C-1440

Project Representative(s) Name: Mark T. Murray **Phone and e-mail:** 850.424.5855, mark@ieceng.com

City of Destin public road(s) with direct access to project: Road "A": Harbor Boulevard (US HWY 98) Road "B": _____

REMINDER: The types of uses and number of units, if applicable, contained in the trip generation and distribution analysis must match the information contained in the development order application and accompanying site plan.

Project trips on adjacent roads must be distributed out from the project site on all adjacent roads, including U.S. Highway 98, until they reach 5 % of total trips generated. Additionally, you must fill out trip distribution table below and attach a map depicting the trips generated and in which direction they are headed.

Trip Generation Impact Analysis Reporting Form

Link	Description of Link	Remaining Capacity Less Committed City Trips		Tentative Project Trips		Remaining Capacity Less Committed & Tentative Trips	
Segment A		**Eastbound / Northbound**	**Westbound / Southbound**	**Eastbound / Northbound**	**Westbound / Southbound**	**Eastbound / Northbound**	**Westbound / Southbound**
1-2	Between East Pass Bridge and Stahlman Ave.						
2-3	Between Stahlman Ave. and Benning Dr.	1707	1707	1	2	1706	1705
3-4	Between Benning Dr. and Beach Dr.	1604	1605	1	1	1603	1604
4-5	Between Beach Dr. and Main St.						
5-6	Between Main St. and Gulf Shore Dr.						
Segment B							
1-2	Between Gulf Shore Dr. and Airport Rd.						
2-3	Between Airport Rd. and Scenic Hwy. 98						
Segment C							
1-2	Between Scenic Hwy. 98 and Henderson Beach Dr.						
2-3	Between Henderson Beach Dr. and Triumph Dr.						

3-4	Between Triumph Dr. and Matthew Blvd.						
4-5	Between Matthew Blvd. and Danny Wuerffel Way						
5-6	Between Danny Wuerffel Way & Crystal Beach Dr.						
6-7	Between Crystal Beach Dr. and Regatta Bay Blvd.						
7-8	Between Regatta Bay Blvd. and Tequesta Dr.						
8-9	Between Tequesta Dr. and Walton Co. Line						
Airport Rd. A	Between US Hwy. 98 and Indian Bayou Tr.						
Airport Rd. B	Between Indian Bayou Tr. and Main St.						
Azalea Dr.	Between Stahlman Ave. and Benning Dr.						
Beach Dr.	Between US Hwy. 98 and Kelly St.						
Benning Dr.	Between US Hwy. 98 and Kelly St.						
Calhoun Ave.	Between US Hwy. 98 and Kelly St.						
Commons Dr. A	Between Airport Rd. and Indian Bayou Trail						
Commons Dr. B	Between Indian Bayou Trail and Diamond Cove						
Commons Dr. C	Between Diamond Cove and Henderson Beach Rd.						
Commons Dr. D	Between Henderson Beach Rd. and Triumph Dr.						
Commons Dr. E	Between Triumph Dr. and Kelly Plantation Dr.						
Commons Dr. F	Between Kelly Plantation Dr. and Matthew Blvd.						
Crystal Beach Dr.	Between US Hwy. 98 and Scenic Hwy 98 East						
Gulf Shore Dr.	Between US Hwy. 98 and the Curve						
Henderson Bch Rd.	Between US Hwy. 98 and Commons Dr.						
Hutchinson St.	Between US Hwy. 98 and Scenic Hwy. 98						
Indian Bayou Tr. A	Between US Hwy. 98 and Commons Dr.						
Indian Bayou Tr. B	Between Commons Dr. and Country Club Dr						
Kelly St.	Between Stahlman Ave and Main St.						
Legion Dr. A	Between Benning Dr. and Beach Dr.						
Legion Dr. B	Between Beach Dr. and Main St.						
Main St. A	Between US Hwy. 98 and 98 Palms Blvd.						
Main St. B	Between 98 Palms Blvd and Airport Rd.						
Main St. C	Between Airport Rd. and Kelly St.						
Matthew Blvd.	Between Scenic Hwy. 98 and US Hwy. 98						
Mountain Dr. A	Between Stahlman Ave. and Benning Dr.						
Mountain Dr. B	Between Benning Dr. and Beach Dr.						
Regatta Bay Blvd.	Between US Hwy.98 and Scenic Hwy. 98						
Scenic Hwy 98 West	Between US Hwy. 98 and Restaurant Row						
Scenic Hwy 98 East A	Between Matthew Blvd. and Dolphin St.						
Scenic Hwy 98 East B	Between Dolphin St. and Walton Co. Line						
Sibert Ave.	Between Calhoun Ave. and Kelly St.						
Stalhman Ave.	Between US Hwy. 98 and Kelly St.						

Multi-Modal Transportation District Impact Analysis Reporting Form – Old Destin Sub-area (Tier 1)

Net PM peak hour trips (excluding credits for existing trips):

		Standard met? Yes, No, or N/A	Point value per standard	Points earned per Yes or N/A: Basic requirement	Points earned per Yes or N/A: Flexible requirement	Basic/flexible Multiplier	A. Standard points earned	B. Points required	C. Mitigation points earned
Pedestrian-oriented building design									
1. Buildings directly adjacent to sidewalk									
> 75% of frontage along public ROW	choose 1 only	NO	20					40	
50% - 75% of frontage along public ROW	choose 1 only	NO	13						
25% - 50% of frontage along public ROW	choose 1 only	NO	7						
< 25% of frontage along public ROW	choose 1 only	YES	0	0		x 2 =	0		
2. Buildings directly adjacent to Harbor Boardwalk [1]									
> 75% of frontage along Harbor Boardwalk	choose 1 only	YES	15					20	
50% - 75% of frontage along Harbor Boardwalk	choose 1 only	NO	10						
25% - 50% of frontage along Harbor Boardwalk	choose 1 only	NO	5						
< 25% of frontage along Harbor Boardwalk	choose 1 only	NO	0	15		x 2 =	30		
3. Building entrances oriented to public ROW		YES	15	15		x 2 =	30	30	
4. Façade design									
a. Less than 100 feet of uninterrupted façade		YES	5	5		x 2 =	10	26	
b. Transparency, primary ROW		YES	5	5		x 2 =	10		
c. Transparency, secondary ROW (corner lot only)		N/A	3	N/A		x 2 =	6		
Diverse and complementary land uses									
5. Transit-supportive density/intensity									
> 1.5 FAR or > 40 DU/acre	choose 1 only	NO	20					10	
1.0 – 1.5 FAR or 25 - 40 DU/acre	choose 1 only	NO	15						
0.5 – 1.0 FAR or 15 - 25 DU/acre	choose 1 only	NO	10						
< 0.50 FAR or < 15 DU/acre	choose 1 only	YES	0		0	x 1 =	0		
6. Mixed use									
a. On-site									
4 or more uses	choose 1 only	NO	20					30	
3 uses	choose 1 only	NO	15						
2 uses	choose 1 only	NO	10						
1 use	choose 1 only	YES	0	0		x 2 =	0		
b. Complementary to adjacent uses		YES	10	10		x 2 =	20		

7. Street-level pedestrian-oriented use		YES	10	10		x 2 =	20	20	
8. No drive-through facilities		YES	10		10	x 1 =	10	10	
Vehicular network										
9. Meets maximum block length standards		YES	10		10	x 1 =	10	10	
10. Dedication of roadway corridor		N/A	10		10	x 2 =	20	20	
11. Meets maximum turning radii standards		YES	5	5		x 2 =	10	10	
12. Access management										
a. Meets minimum accessway spacing standards		NO	5		0	x 1 =	0	15	
b. Provides cross and/or shared access		NO	5		0	x 1 =	0		
c. Prohibits direct US Highway 98 access		NO	5		0	x 1 =	0		
On-site parking										
13. Parking location										
Structured and/or behind buildings	choose 1	NO	20					20		
Along public ROW, next to buildings		NO	10							
Between buildings and public ROW		YES	0		0	x 1 =	0			
14. Parking maximum										
20% - 30% below the maximum	choose 1 only	NO	20					20		
10% - 20% below the maximum		YES	15							
0% - 10% below the maximum		NO	10							
0% - 15% above the maximum		NO	5							
> 15% above the maximum		NO	0	15		x 2 =	30			
15. On-site, shared parking reduction for mixed use		NO	5		0	x 1 =	0	5		
16. Off-site, shared parking agreement		NO	2							
17. Off-site, on-street parking		NO	2							
18. Parking fee paid in lieu of on-site parking										
> 75% of parking paid by fee	choose 1 only	NO	10							
50% - 75% of parking paid by fee		NO	7							
25% - 50% of parking paid by fee		NO	3							
< 25% of parking paid by fee		NO	0							0
Pedestrian network										
19. Sidewalks along public ROW										
> 12' sidewalk	choose 1 only	NO	30					40		
11' - 12' sidewalk		YES	20							
9' - 10' sidewalk		NO	10							
< 8' sidewalk		NO	0	20		x 2 =	40			
20. Sidewalk buffer		YES	4	4		x 2 =	8	8		
21. Streetscaping										
a. Sidewalk furniture		NO	2		0	x 1 =	0	7		

b. Street trees in sidewalk buffer or on street edge of sidewalk		NO	3		0	x 1 =	0		
c. Pedestrian-oriented lighting		NO	2		0	x 1 =	0		
22. Internal sidewalks									
a. 5' sidewalks connect all on-site uses		YES	5	5		x 2 =	10	20	
b. 5' sidewalks connect to adjacent parcels		YES	5	5		x 2 =	10		
23. Crosswalks across all internal streets		YES	6	6		x 2 =	12	12	
24. Harbor Access									
a. Dedication of easement for transit stop or bus bay		NO	10	0		x 2 =	0	20	0
b. Construct Harbor boardwalk along Harbor frontage		YES	20						20
Cycling network									
25. Bicycle parking									
Outdoor, uncovered	choose 1	YES	10			x 2 =	20	20	
Outdoor, covered		NO	15			x 2 =	0		
Indoor or bicycle lockers		NO	20	10		x 2 =	0		
26. Dedication of minimum 10' width bikeway easement		N/A	10	10		x 2 =	20	20	
Transit network									
27. Transit stop									
a. Dedication of easement for transit stop or bus bay		NO	20						0
b. Amenities (shelter, bench, bike parking, trash can, transit info board)		NO	20						0
28. Direct sidewalk connection to transit stop		YES	10	10		x 2 =	20	20	
Additional mitigation									
29. Off-site multimodal mitigation									
a. Construct off-site sidewalk, per 20 feet		NO	1	Feet:	0				0
b. Contribute towards transit operations, per $1,000		NO	1	$:					0
c. Provide funding for transit amenities (see 26b) off-site		NO	10						0
d. Other staff-approved mitigation, per $1,000		NO	1	$:	0				0
30. Travel demand management program		NO	up to 10	Points:	0				0
31. Functional on-site open space		NO	up to 10	Points:	0				0
32. Attainable Workforce housing		NO	up to 20	Points:	0				0
							A	B	C
Total points							346	453	20
Traffic impact adjustment (based on trip generation rate)				"B" Multiplier =	0.85		Adjusted B =	385	
Additional mitigation required							(Adjusted B - A - C) =	19	
Incentive points earned							(Adjusted B x 1.1 - A - C) =		

(1) The MMTD total point requirement is reduced by 20 points for properties that do not contain the Harbor Boardwalk.

I, Mark T. Murray, **hereby certify that the information contained in this is Concurrency Evaluation Certification and the attached supporting trip generation and distribution analysis is true and correct.**

Signature	Project Manager	02.16.2018
	Title	Date

This section to be completed by the City Staff:

I certify that the traffic analysis and information provided herein is accurate and the project, as presented, meets all City of Destin requirements for determination of traffic concurrency.

Signature	Transportation Consultant	March 13, 2018
	Title	Date

2nd SUBMITTAL

CITY OF DESTIN
CONCURRENCY EVALUATION CERTIFICATION
STORMWATER MANAGEMENT

RECEIVED
FEB 21 2018
Community Development

The following certificate must be completed in full and certified by a Florida-Registered Professional Engineer

This section is to be completed in full by the project representative (i.e. Engineer of record):

Project Name: GREGG ORR MARINE - BOAT / YACHT SALES

Project Location: 612 HARBOR BOULEVARD; DESTIN, FLORIDA 32541

Project Representative: MARK T. MURRAY, P.E. **Phone:** 850.424.5855

Do on-site Stormwater Management facilities comply with adopted Level of Service (LOS)? Yes: ✓ No: ___

Do the drawings and Stormwater calculations comply with all local Ordinances and the Comprehensive Plan?

Yes: ✓ No: ___

If No, explain: ___

Has the Stormwater Management Plan been submitted to the Florida Department of Environmental Protection (FDEP) for approval? Yes: ___ No: ✓ (If yes, submittal was post marked on _____)

Has documentation of FDEP receipt been received? Yes: ___ No: ✓ (If yes, attach copy of receipt)

If No, provide all documentation showing that the proposed project has been submitted to and received by the Department of Environmental Protection (DEP) along with any correspondence received regarding this project, prior to final approval.

NOTE: Documentation of FDEP receipt must be received prior to final approval and issuance of any City Permit!

Has Checklist B – Stormwater Management been completed: Yes: ___ No: ✓

Comments:

SUBMITTAL TO DEP WILL OCCUR AFTER COMMENTS ARE RECEIVED FROM THE CITY OF DESTIN.

I, MARK T. MURRAY, hereby certify that, to the best of my knowledge, information and belief, the above is true and correct.

MARK T. MURRAY LICENSE No. 80519 01.12.2018 STATE OF FLORIDA PROFESSIONAL ENGINEER

Signature	Florida Registered Engineer Number	Date
	80519	01/12/2018

This section to be completed by the City Manager Stormwater Designee:

City Manager Stormwater Designee:

I certify that the submittal information has been reviewed for retention/detention volumes and retention area side slopes. To the best of my knowledge, information and belief, the submittal is in accordance with the City of Destin codes governing stormwater retention/detention volumes and slopes.

ATTEST

Signature	Florida Registered Engineer Number	Date
	XXXX	5/15/18

OLD FORM

CITY OF DESTIN
CONCURRENCY EVALUATION CERTIFICATION (CEC)
SOLID WASTE

The following certificate must be completed, submitted to the organization identified below, and returned signed and dated to the City of Destin's Community Development Department:

Attn: Mr. Jim Reece, Recycling Coordinator
Okaloosa County Recycling Office
84 Ready Avenue
Fort Walton Beach, FL 32548
Phone: (850) 651-7394 Fax: (850) 651-7397

This section is to be completed in full by the project representative (i.e. Engineer of record):

Project Name: GREGG ORR MARINE - BOAT / YACHT SALES

Project Address: 612 HARBOR BOULEVARD; DESTIN, FLORIDA 32541

Project Representative: MARK T. MURRAY, P.E. Phone : 850.424.5855

Square Footage & Type of Usage: 2,719 SF OF COMMERCIAL SPACE

Number of Units: N/A

Signature: _____ Date: November 02, 2017

This section to be completed by the Okaloosa County Solid Waste Coordinator:

Solid Waste Facility Affected: South Okaloosa County Transfer Station

Currently UN-reserved capacity (prior to project approval): N/A

Solid Waste Demand for this project: 80.4 ppd

Methodology for Determining Demand:

Residential

5lbs. x 2.47 persons per d.u. x number of units _____PPD

Commercial–Food Establishment (repeat in increments of 100)

100 or less employees: 5 cubic yards per day x 120lbs. = _____PPD

Commercial - Professional (repeat in increments of 10)

Up to 10 employees: .27 cubic yards per day x 120lbs. = _____PPD

Commercial – Retail/Service (repeat in increments of 10)

Up to 10 employees: .67 cubic yards per day x 120lbs. = 80.4 PPD

Industrial Contact Environmental Waste System and Okaloosa County Coordinator for instructions.

UN-reserved capacity AFTER project approval: N/A PPD

Adopted LOS: **5 lbs per day per capita (10.A.2.2)**

LOS AFTER approval of this Project: 6 lbs per day per capita

Approved ☑ _____ Disapproved ☐ _____

CERTIFICATION

I, Jim Reece (name), Recycling Coordinator (title)

herby certify that the above is true and correct.

Jim Reece (Signature) 11/06/17 (Date)

ITEM # 2021-3140

CITY OF DESTIN

AGENDA ITEM

COUNCIL MEETING DATE: February 16, 2021
TYPE OF AGENDA ITEM: Consent Agenda

TO: City Council

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

FROM: Catherine Card, Public Information Manager

DATE: Exercise shall commence April 23 - May 8, 2021.

SUBJECT: Regimental Military Intelligence Battalion 75th Ranger Regiment Training Exercise

---

I. BACKGROUND:

The 75th Ranger Regiment conducted a training exercise in Destin, October of 2020. They hope to return this year for another exercise.

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. RMT Request for Approval - City of Destin

February 9, 2021

CPT Joshua Corson
Liaison Officer
Regimental Military Intelligence Battalion
75th Ranger Regiment

CPT Corson,

The City of Destin welcomes the Regimental Military Intelligence Battalion (RMIB), 75th Ranger Regiment as it prepares for training events held in Destin, Florida, from 23 April 2021 – 08 May 2021.

This urban active military training event will utilize our city as the setting for training exercises that will assist with the preparedness for the RMIB that support overseas contingency operations. This event will be carried out with no ammunition, weapons, or overt military equipment. Personnel will be wearing civilian clothing for subtly. They will not interfere with any public sites to include schools hospitals, or churches.

The City of Destin is proud to partner with the 75th Ranger Regiment in the mission of training Rangers to better defend our country while keeping out citizens safe at home.

This letter was written and provided on behalf of Gary Jarvis, Mayor, and the Destin City Council.

Sincerely,

Honorable Gary Jarvis, Mayor
City of Destin, Florida

ITEM # 2021-3141

CITY OF DESTIN

AGENDA ITEM

COUNCIL MEETING DATE: February 16, 2021
TYPE OF AGENDA ITEM: Action Item

TO: City Council

THRU: Rey Bailey, City Clerk
Lance Johnson, City Manager

FROM: Kim Montgomery, Deputy City Clerk

DATE: February 10, 2021

SUBJECT: Destin Little League Opening Day Parade

I. BACKGROUND: The Destin Little League is requesting use of city right-of-way to have their Annual Opening Day Parade on March 20, 2021.

II. DISCUSSION:

- **A. Link to Strategic Goals / Objectives:**
- **B. Effect on Budget (EOB):** None
- **C. Level of Service (LOS):** None

III. CONCLUSION: All paperwork submitted has been reviewed and deemed legally sufficient by the City Attorney and the Risk Manager, and staff recommends approval.

IV. RECOMMENDED MOTION: I move to approve the request by the Destin Little League to have their Annual Opening Day Parade on March 20, 2021.

Attachments:

1. Destin Little League Parade 3-20-21

CHECKLIST FOR USE OF PUBLIC FACILITIES OR PROPERTY:

Name of Organization: Destin Little League Parade

Type of Event: Parade

Date(s) of Event: 3/20/2021

Location of Event: DES to Threadgill Park

1.* Certificate of Insurance (**Endorsement to the Policy & Acord is required.**) provided: Yes: X ***This is required.*** Date on which provided: _____

2.* Hold Harmless **(Signed Original)** provided: Yes: ✓ ***This is required.*** Date on which provided: 2/5/21

3.** Permission granted from FDOT for use of State roadway (applicable only if using and closing any portion of State Highway 98) Yes _____ No X Date written permission granted: N/A

4.** Local law enforcement services requested: Yes X ***This is required.*** Law enforcement officer contacted: Charlie Nix

5.** Destin Fire Control District contacted: Yes X ***This is required.*** Person contacted: Matt Taylor

6.** Okaloosa County Emergency Medical Services contacted: Person contacted: Patrick Maddox Yes X ***This is required***

7. Please provide map of race route(s).

8. Describe steps being taken to ensure removal of all directional arrows, signage, as well as trash left on City streets upon conclusion of the event: Volunteers will walk Post Parade

9. Please provide location & pertinent information regarding sufficient and approved event participant parking for the event: Parking will be available at Destin Elementary School

Any unauthorized event participant parking is subject to being towed from private property at vehicle owner's expense

10. City Park Permit needed: Yes___ No X If yes, please contact Lisa Firth at Destin Community Center @ 850-654-5184 to make arrangements to reserve the park.

11. Will the event be in a residential neighborhood and will there be excessive noise or light glare from the event? N/A

_____
(Requester's or Acting Agent's Signature)

* **Original Certificate of Insurance and signed Hold Harmless must be provided to the City of Destin to be presented to City Council prior to their approval of the event, as well as a map of the race route.**

** **Provide the City a written acknowledgement/concurrence from the agency.**

HOLD HARMLESS AGREEMENT

Destin Little League, Inc. agrees to indemnify and hold harmless the City of Destin from any and all liability, defense costs, including attorney fees and all other fees incidental to defense, loss or damage the City of Destin may suffer as a result of claims, demands, costs or judgments against it arising from the Parade to be held on 3/20/2021.

In addition, the Destin Little League, Inc agrees to provide the City of Destin a Certificate of Insurance naming the City as an Additional Insured reflecting general liability coverage of not less than $1,000,000.00.

Destin Little League, Inc.
(Corporate Name)

William Howard Wortman
Signature of President

William Howard Wortman President
Print name and print President next to name

STATE OF Florida

COUNTY OF Okaloosa

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization, on this 4th day of February 2021 by William Howard, Its Pres. who is personally known by me ___ or has produced identification FL DL Type of Identification: FL DL.

Signature of Notary Taking Acknowledgement

Robert A. Gilmore
Printed name of Notary Taking Acknowledgement

ROBERT A. GILMORE
Notary Public - State of Florida
Commission # GG 284519
My Comm. Expires Feb 9, 2023
Bonded through National Notary Assn.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY): 01/13/21

PRODUCER
Keystone Risk Managers, LLC
1995 Point Township Drive
Northumberland, PA 17867

CERTIFICATE #: 3090105-2021-1 3 09 01

INSURERS AFFORDING COVERAGE:

INSURER A:	**Lexington Insurance Company**
INSURER B: (Non-Liability)	**National Union Fire Insurance Company of Pittsburgh, PA**
INSURER C:	**AIG Specialty Insurance Company**

ADDITIONAL NAMED INSURED:
DESTIN LL
Howard Wortman
402 Cobia Ave
Fort Walton Beach, FL 32548

COVERAGES

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.
* SUBJECT TO $5,000,000 AGGREGATE SUBLIMIT OF LIABILITY FOR ALL LEAGUES, COMBINED, UNDER THE MASTER D&O POLICY, FOR ALL LOSS ARISING FROM ALL CLASS ACTION CLAIMS AND COMMON LEAGUE CLAIMS, AS MORE FULLY DESCRIBED IN ENDORSEMENT #34 OF THE MASTER D&O POLICY.
** SUBJECT TO $5,000,000 AGGREGATE SUBLIMIT OF LIABILITY FOR ALL LEAGUES, COMBINED, UNDER THE MASTER CYBER POLICY, FOR SPECIFIED DEFENSE COSTS, AS MORE FULLY DESCRIBED IN ENDORSEMENT #14 OF THE MASTER CYBER POLICY.

INSR LTR	ADD'L NAMED INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
A	X	**GENERAL LIABILITY**	011405742	01/01/2021	01/01/2022	EACH OCCURRENCE	$1,000,000
		X OCCURRENCE				GENERAL AGGREGATE	$2,000,000
		X INCL PARTICIPANTS	**Property Damage Deductible: $250**			PRODUCTS/COMP OPS AGGREGATE	$1,000,000
		X SEXUAL ABUSE				Sexual Abuse OCCURRENCE	$1,000,000
						Sexual Abuse AGGREGATE	$1,000,000
		MEDICAL PAYMENTS				Any One Person	
C	X	**DIRECTORS & OFFICERS**	018194562	01/01/2021	01/01/2022	EACH LOSS	$1,000,000 *
						AGGREGATE	$1,000,000
C	X	**CYBER LIABILITY COVERAGE**	018193395	01/01/2021	01/01/2022	LIMIT OF LIABILITY CLAIMS MADE	$100,000 PER LEAGUE AGGREGATE
	S&P	SECURITY AND PRIVACY LIABILITY INSURANCE	**$100,000 PER LEAGUE SUBLIMIT OF LIABILITY ** $1,000 PER LEAGUE RETENTION**			RETROACTIVE DATE POLICY INCEPTION	CONTINUITY DATE POLICY INCEPTION
		REGULATORY ACTION SUBLIMIT OF LIABILITY	**$100,000 PER LEAGUE SUBLIMIT OF LIABILITY $1,000 PER LEAGUE RETENTION**				
	EM	EVENT MANAGEMENT INSURANCE	**$100,000 PER LEAGUE SUBLIMIT OF LIABILITY ** $1,000 PER LEAGUE RETENTION**			NOT APPLICABLE	POLICY INCEPTION
A	X	**CRIME COVERAGE**	9472626	01/01/2021	01/01/2022	EACH LOSS	$35,000
			Crime Deductible: $250 Property/$1,000 Money			AGGREGATE	NONE
B	X	**SPORTS EXCESS ACCIDENT**	SRG9105434	01/01/2021	01/01/2022	As in Master Policy: Med. Max. $100,000 Deductible $50	As in Master Policy Excess

"X" INDICATES COVERAGE(S) SELECTED FOR ADDITIONAL NAMED INSURED

ADDITIONAL INSURED

Who is an Insured (SECTION II) of the General Liability policy is amended to include as an insured the person or organization shown in the schedule, but only with respect to liability arising out of the above named Little League's maintenance or use of ball fields, or other premises loaned, donated, or rented to that Little League by such person or organizations and subject to the following additional exclusions:
1. Structural alterations, new construction, maintenance, repair or demolition operations performed by or on behalf of the person or organization designated in the Schedule and/or performed by the above named Little League; and
2. That part of the ball field or other premises not being used by the above named Little League.

NAME AND ADDRESS OF PERSON OR ORGANIZATION:

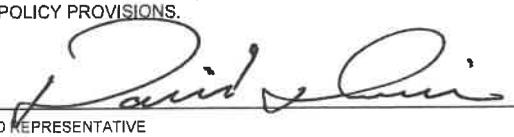
1. City of Destin, FL

INSURED

Little League Baseball Risk Purchasing Group, Incorporated
539 U.S.RT. 15 Highway
South Williamsport, PA 17702

CANCELLATION

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



AUTHORIZED REPRESENTATIVE

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY): 01/13/21

PRODUCER
Keystone Risk Managers, LLC
1995 Point Township Drive
Northumberland, PA 17867

CERTIFICATE #: 3090105-2021-1 3 09 01

INSURERS AFFORDING COVERAGE:

INSURER A:	**Lexington Insurance Company**
INSURER B: (Non-Liability)	**National Union Fire Insurance Company of Pittsburgh, PA**
INSURER C:	**AIG Specialty Insurance Company**

ADDITIONAL NAMED INSURED:
DESTIN LL
Howard Wortman
402 Cobia Ave
Fort Walton Beach, FL 32548

COVERAGES

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.
* SUBJECT TO $5,000,000 AGGREGATE SUBLIMIT OF LIABILITY FOR ALL LEAGUES, COMBINED, UNDER THE MASTER D&O POLICY, FOR ALL LOSS ARISING FROM ALL CLASS ACTION CLAIMS AND COMMON LEAGUE CLAIMS, AS MORE FULLY DESCRIBED IN ENDORSEMENT #34 OF THE MASTER D&O POLICY.
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		X INCL PARTICIPANTS	**Property Damage Deductible: $250**			PRODUCTS/COMP OPS AGGREGATE	$1,000,000
		X SEXUAL ABUSE				Sexual Abuse OCCURRENCE	$1,000,000
						Sexual Abuse AGGREGATE	$1,000,000
		MEDICAL PAYMENTS				Any One Person	
C	X	**DIRECTORS & OFFICERS**	018194562	01/01/2021	01/01/2022	EACH LOSS	$1,000,000 *
						AGGREGATE	$1,000,000
C	X	**CYBER LIABILITY COVERAGE**	018193395	01/01/2021	01/01/2022	LIMIT OF LIABILITY CLAIMS MADE	$100,000 PER LEAGUE AGGREGATE
	S&P	SECURITY AND PRIVACY LIABILITY INSURANCE	**$100,000 PER LEAGUE SUBLIMIT OF LIABILITY ** $1,000 PER LEAGUE RETENTION**			RETROACTIVE DATE POLICY INCEPTION	CONTINUITY DATE POLICY INCEPTION
		REGULATORY ACTION SUBLIMIT OF LIABILITY	**$100,000 PER LEAGUE SUBLIMIT OF LIABILITY $1,000 PER LEAGUE RETENTION**				
	EM	EVENT MANAGEMENT INSURANCE	**$100,000 PER LEAGUE SUBLIMIT OF LIABILITY ** $1,000 PER LEAGUE RETENTION**			NOT APPLICABLE	POLICY INCEPTION
A	X	**CRIME COVERAGE**	9472626	01/01/2021	01/01/2022	EACH LOSS	$35,000
			Crime Deductible: $250 Property/$1,000 Money			AGGREGATE	NONE
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"X" INDICATES COVERAGE(S) SELECTED FOR ADDITIONAL NAMED INSURED

ADDITIONAL INSURED

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1. Structural alterations, new construction, maintenance, repair or demolition operations performed by or on behalf of the person or organization designated in the Schedule and/or performed by the above named Little League; and
2. That part of the ball field or other premises not being used by the above named Little League.

NAME AND ADDRESS OF PERSON OR ORGANIZATION:

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

INSURED

Little League Baseball Risk Purchasing Group, Incorporated
539 U.S.RT. 15 Highway
South Williamsport, PA 17702

CANCELLATION

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



AUTHORIZED REPRESENTATIVE

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 1/13/2021

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	CONTACT NAME: David Irwin	
Keystone Risk Managers, LLC 1995 Point Township Drive Northumberland PA 17867	PHONE (A/C, No, Ext): (570) 473-2150	FAX (A/C, No): (570) 473-2151
	E-MAIL ADDRESS: DIrwin@Keystoneinsgrp.com	
	INSURER(S) AFFORDING COVERAGE	**NAIC #**
	INSURER A : Lexington Insurance Company	19437
	INSURER B : AIG Specialty Insurance Company	26883
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

INSURED

Little League Baseball Risk Purchasing Group, Incorporated
DESTIN LL
402 Cobia Ave
Fort Walton Beach FL 32548

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	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [ ] PRO-JECT [ ] LOC [X] OTHER: Per League	X		011405742	01/01/2021	01/01/2022	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 300,000
							MED EXP (Any one person)	$ Excluded
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ 1,000,000
							SEXUAL ABUSE OCC/AGG	$ 1M/$1M
	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident)	$
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
	[ ] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $						EACH OCCURRENCE	$
							AGGREGATE	$
								$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] N / A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						[ ] PER STATUTE [ ] OTH-ER	
							E.L. EACH ACCIDENT	$
							E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

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

Certificate Holder is named as Additional Insured per form CG 2026 (04/13)

CERTIFICATE HOLDER

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

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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POLICY NUMBER: 011405742

COMMERCIAL GENERAL LIABILITY
CG 20 26 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):
City of Destin, FL 4200 Indian Bayou Trail Destin, FL 32541
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. **Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

© Insurance Services Office, Inc., 2012

Chad Blankenship

From: Matt Taylor <MTaylor@destinfire.com>
Sent: Tuesday, January 19, 2021 7:18 AM
To: Chad Blankenship
Subject: RE: Destin Little League Parade

Follow Up Flag: Flag for follow up
Flag Status: Flagged

Chad,
Yes we would be glad to lead the parade, Please provide me with the contact information that I can give to the shift that will be on that day. Also let me know the time you would like the truck down there.

Thanks

Matt Taylor, Fire Marshal
Destin Fire Control District
850-837-8413

From: Chad Blankenship <chadb@gosouthern.com>
Sent: Friday, January 15, 2021 12:58 PM
To: Matt Taylor <MTaylor@destinfire.com>
Subject: RE: Destin Little League Parade

Matt,

It is that time of year again! Would The Fire Department be available to escort us from The Elementary School to Threadgill Park on 3/20 at 9am. I have attached the route

Chad Blankenship
Chief Technology Officer
850.978.6087
www.GoSouthern.com

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This electronic transmission is strictly confidential to **Southern Management Group** and all its affiliates and is intended solely for the person or entity to which it is addressed. It may contain information, which is covered by legal, professional, or other privilege. Any review, retransmission, dissemination or other use of transmissions is prohibited. You must not retain, disclose in any form, copy or take any action in reliance on this transmission. If you have received this transmission in error, please notify us as soon as possible and destroy this message.

Disclaimer: Florida has a very broad public records law. As a result, any written communication created or received by the Destin Fire Control District will be made available to the public and media, upon request, unless otherwise exempt. Under Florida law, e-mail addresses are public records. If you do not want your e-mail address released in response to a public records request, do not send electronic mail to this office. Instead, contact our office by phone or in writing.
Disclaimer: Florida has a very broad public records law. As a result, any written communication created or received by the Destin Fire Control District will be made available to the public and media, upon request, unless otherwise exempt.

Chad Blankenship

From: Patrick Maddox <pmaddox@myokaloosa.com>
Sent: Friday, January 15, 2021 12:59 PM
To: Chad Blankenship; 'Arnold Brown'
Cc: Angela Overly; Darrel Welborn; 'Charles A. Nix'
Subject: RE: Destin Little League Parade

No objection from Public Safety at this time, pending S/O approval.

Stay safe,

Patrick Maddox, LE CDR(R)
Director of Public Safety
Okaloosa County Board of County Commissioners
90 College Blvd E.
Niceville, Fl. 32578
(850) 651-7150
pmaddox@myokaloosa.com

From: Chad Blankenship <chadb@gosouthern.com>
Sent: Friday, January 15, 2021 12:57
To: Patrick Maddox <pmaddox@myokaloosa.com>; 'Arnold Brown' <abrown@sheriff-okaloosa.org>
Cc: Angela Overly <aoverly@myokaloosa.com>; Darrel Welborn <dwelborn@myokaloosa.com>
Subject: RE: Destin Little League Parade

Good afternoon

It is that time of year again for our Destin Little League Parade. The parade will be held 9am on March 20th. We will have the exact same route this year as last. We will start at Destin Elementary school and will finish at Dalton Threadgill Park.

Is this acceptable?

Chad Blankenship
Chief Technology Officer
850.978.6087
www.GoSouthern.com

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Chad Blankenship

From: Charles A. Nix <cnix@sheriff-okaloosa.org>
Sent: Friday, January 15, 2021 5:54 PM
To: Patrick Maddox
Cc: Chad Blankenship; Arnold Brown; Angela Overly; Darrel Welborn
Subject: Re: Destin Little League Parade

The sheriffs office has no objections.

Charlie Nix
Undersheriff
Okaloosa County Sheriff's Office
50 2nd Street
Shalimar, FL 32579
850-609-3032 (Office)

On Jan 15, 2021, at 12:58 PM, Patrick Maddox <pmaddox@myokaloosa.com> wrote:

WARNING: This E-Mail Originated Outside of the Sheriff's Office.

DO NOT CLICK links or attachments unless you recognize the sender and know the content is safe.

No objection from Public Safety at this time, pending S/O approval.

Stay safe,

Patrick Maddox, LE CDR(R)
Director of Public Safety
Okaloosa County Board of County Commissioners
90 College Blvd E.
Niceville, Fl. 32578
(850) 651-7150
pmaddox@myokaloosa.com
<image001.jpg>
<image004.png>

From: Chad Blankenship <chadb@gosouthern.com>
Sent: Friday, January 15, 2021 12:57
To: Patrick Maddox <pmaddox@myokaloosa.com>; 'Arnold Brown' <abrown@sheriff-okaloosa.org>
Cc: Angela Overly <aoverly@myokaloosa.com>; Darrel Welborn <dwelborn@myokaloosa.com>
Subject: RE: Destin Little League Parade

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Chad Blankenship
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www.GoSouthern.com

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Calhoun Ave
Fenning Dr
1st St
4th St
2nd St
3rd St
Beach Dr
Cross St
Sibert Ave
2nd Ave
4th St
5th St
6th St
Calhoun Ave
Kelly St
Center Ln
Stahlman Ave
Dogwood Ln
Benning Dr
Mimosa Ave
3rd Ave
2nd Ave
1st Ave
Beach Dr
Spring Lake Dr
Calhoun Ave
Willow St
Sibert Ave
Kelly St
Kelly St
Whippoorwill Ln
Juanita Ave
Swan Ln
Heron Ln
Calhoun Ave
Forest St
Sibert Ave
Satellite
Spring Lake Dr
© Mapbox © OpenStreetMap Improve this map

Kim Montgomery

From: Nichole DeVito
Sent: Monday, February 8, 2021 3:41 PM
To: Kim Montgomery; Kyle Bauman; Karen Jankowski
Cc: Rey Bailey
Subject: RE: Destin Little League Parade

Good Afternoon!

This is approved with the correction discussed. Thanks!

Nichole DeVito, MRHM/PHR
Human Resources Manager/Risk Manager
City of Destin
850.460.8546

From: Kim Montgomery <kmontgomery@cityofdestin.com>
Sent: Friday, February 5, 2021 1:42 PM
To: Kyle Bauman <kbauman@asglegal.com>; Nichole DeVito <ndevito@cityofdestin.com>; Karen Jankowski <kjankowski@cityofdestin.com>
Cc: Rey Bailey <rbailey@cityofdestin.com>
Subject: Destin Little League Parade
Importance: High

Hi Kyle/Nicole/Karen,

Attached is the paperwork for the Annual Opening Day Parade on March 20th. Please review and let me know if it's legally sufficient to be placed on either Council's agenda in March for approval.

Kimberly I. Montgomery | Deputy City Clerk
City of Destin |4200 Indian Bayou Trail
Destin, FL 32541 | (P) 850.837.4242

Please visit our web site at www.cityofdestin/cssurvey to complete a customer service survey. We appreciate your honest opinion and will take it into consideration to help us improve our services. Thank you for your feedback.

Under Florida law, e-mail addresses are public records. If you do not want your e-mail address released in response to a public records request, do not send electronic mail to this entity. Instead, contact this office by phone or in writing.
****Please be aware, the associated cost for public records is $.15 per page for one-sided copies, $.20 for two-sided copies, and $21.00 per hour after the first 15-minutes; for time spent on research.****

Kim Montgomery

From: Kyle Bauman <kbauman@asglegal.com>
Sent: Friday, February 5, 2021 3:14 PM
To: Kim Montgomery; Nichole DeVito; Karen Jankowski
Cc: Rey Bailey
Subject: RE: Destin Little League Parade

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

This one looks good to me.

Have a good weekend all!
KB

Kyle S. Bauman, Esq.

Anchors Smith Grimsley
a Professional Limited Company
Attorneys and Counselors at Law
909 Mar Walt Drive, Ste. 1014
Fort Walton Beach, Florida 32547
(850) 863-4064
(850) 862-1138 (fax)
kbauman@asglegal.com

CONFIDENTIAL

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From: Kim Montgomery <kmontgomery@cityofdestin.com>
Sent: Friday, February 5, 2021 1:42 PM
To: Kyle Bauman <kbauman@asglegal.com>; Nichole DeVito <ndevito@cityofdestin.com>; Karen Jankowski <kjankowski@cityofdestin.com>
Cc: Rey Bailey <rbailey@cityofdestin.com>
Subject: Destin Little League Parade
Importance: High

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