

**REGULAR MEETING
DESTIN CITY COUNCIL
MARCH 15, 2021
ANNEX COUNCIL CHAMBERS
6:00 PM**

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

CALL TO ORDER

INVOCATION

PLEDGE OF ALLEGIANCE

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

1. APPROVAL OF MINUTES

A. Approval of minutes of February 1, 2021 Regular City Council Meeting

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

A. Okaloosa County Beach Cleaning Services - Okaloosa County

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. Debt Financing - Bank RFP

D. Inventory of City-Wide Rights-of-Ways (ROW), Properties, and Easements with Waterfront Access

E. Paid Parking Update

F. City of Destin Utility Undergrounding Project Management Agreement

G. Options and Estimates to Address Speed Concerns at Sibert Avenue and Forest Street Intersection.

H. COMPASS System/EnerGov Update

I. Announcements

5. PUBLIC HEARINGS

- A. Second reading of Ordinance 21-01-LC - Amending Article 7, zoning and regulatory controls of the Land Development Code, permitting residential uses in the South Harbor Mixed Use zoning district in structures pre-dating incorporation of the City of Destin (1984)

6. *CONSENT AGENDA (No public comments)

- A. Pyro Shows, Inc. Change in Liability Insurance Coverage
- B. Harbor Capacity Study Contract and Scope
- C. Boardwalk Repair, Replacement, and Maintenance Services, authorization to award and execute contract
- D. Draft Minutes of Standing Committee/Board Meetings

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

- A. Councilmember Braden
 - 1) Development in Floodplains
- B. Councilmember Ramswell
 - 1) Content of the Referendum
 - 2) Work Plans
 - 3) Beach Raking/Sweeping
- C. Councilmember Destin
- D. Councilmember Overdier
- E. Councilmember Hebert
- F. Councilmember King
- G. Councilmember Schmidt
 - 1) Appointment of Member - Local Planning Agency - Corey Ledbetter
- 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.

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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
REGULAR MEETING
DESTIN CITY COUNCIL
FEBRUARY 1, 2021
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 Skip Overdier
Councilmember Terésa Hebert
Councilmember Johnny King (Virtual)

Councilmember Rodney Braden
Councilmember Prebble Ramswell
Councilmember Kevin Schmidt
Councilmember Dewey Destin

Destin City Staff

City Manager Lance Johnson
Deputy City Manager Webb Warren
Public Information Manager Catherine Card
Grants/Project Manager Jeffrey Cozadd
Community Dev. Director Louis Zunguze
Code Compliance Manager Joey Forgione
IT Manager Matthew Pace (Virtual)
City Land Use Attorney Kimberly Kopp

City Clerk Rey Bailey
Public Services Director Michael Burgess
Parks/Recreation Director Lisa Firth
IT Specialist James Lauria
HR Manager Nichole DeVito
City Engineer Donald Smith
City Planner Daniel Butler
City Attorney Kyle Bauman (Virtual)

CALL TO ORDER, INVOCATION AND PLEDGE OF ALLEGIANCE

The Mayor called the meeting to order at 6:00 PM. Pastor Steve Farris of First Baptist Church in Destin gave the invocation, which was then followed by the recitation of the Pledge of Allegiance.

APPROVAL

Councilmember Overdier requested that “*Membership nomination to Public Works/Safety Committee*” be added under his name on the agenda.

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

1. APPROVAL OF MINUTES

A. Approval of minutes of January 4, 2021 Regular City Council Meeting

Motion by Councilmember Overdier, seconded by Councilmember Hebert, to approve minutes of January 4, 2021 Regular City Council meeting passed 7-0 (Council members Schmidt, King, Hebert, Overdier, Destin, Ramswell, and Braden voted “yes”).

2. PROCLAMATIONS / RECOGNITIONS / SPECIAL PRESENTATIONS / ANNOUNCEMENTS

A. Recognizing Mr. Trey Wainwright, a Destin resident, and who has been named 2020 Florida Mr. Football.

The Mayor read and presented a Certificate of Achievement to Trey Wainwright, who has been named the 2020 Florida Mr. Football.

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

Mr. Mike Abadie, a Destin resident and livery operator, invited members of the Council to attend the next Harbor CRA Advisory Committee meeting to gain much knowledge and information about what has been going on in the livery industry. He announced that the committee plans to meet with stakeholders and address this subject. He also urged the Council to go to the City’s website and download copies of minutes of the committee’s previous meetings when this subject was discussed.

Ms. Marcie Bell, a Destin resident, stated that she wanted to correct the statement that she made at the Council Visioning Session when she spoke about Waste Management noting that 75 percent of the homes on her street is not paying for trash service. She stated that the City has provided her some updated information and that there are now only two properties in her street that are not paying for trash service, and that both properties have just been sold.

Mr. Greg Fisher, a livery operator, noted that a recent appointee to the Harbor CRA Advisory Committee, Mr. Ian Blaise, will not be able to attend the committee’s next scheduled meeting due to a prior commitment. He recommends postponing the committee’s next meeting until all members are able to attend.

4. CITY MANAGER REPORTS

A. City of Destin Website Redesign

The City’s Public Information Manager Catherine Card provided a brief overview of the City of Destin’s new website and discussed the numerous improvements that have been made making the website a more user friendly for residents and visitors.

B. Memorandum of Understanding for City Access to Driver and Vehicle Information Database System

The City Manager explained that the City's Code Compliance Department has secured a proposed memorandum of understanding (MOU) agreement from the State of Florida Department of Highway Safety and Motor Vehicles (FLHSMV). The purpose of the proposed MOU is to establish the condition and limitations under which the FLHSMV agrees to provide electronic access to Driver and Vehicle Information Database (DAVID) system information to the City. The access to the DAVID system provided by execution of this proposed MOU will assist staff in code compliance efforts. Information received through the DAVID system may only be used as authorized by law, and to assist staff with owner identification of abandoned vehicles, trailers, and vessels for conservation of the City's residential neighborhoods. He requests Council's authorization to enter into the proposed memorandum of agreement.

Councilmember Hebert moved to direct the City Land Use Attorney to finalize the agreement with the State of Florida Department of Highway Safety and Motor Vehicles and direct the City Manager to enter into the proposed memorandum of agreement; seconded by Councilmember Destin. Motion passed 7-0 (Council members Schmidt, King, Hebert, Overdier, Destin, Ramswell, and Braden voted "yes").

C. City Hall Annex Operating Hours

Community Development Director Louis Zunguze explained that at the inception of the Development Software project, EnerGov recommended that the City of Destin's subject matter experts dedicate up to 35% of their work week to the software calibration and migration to help achieve maximum results with the EnerGov project. That represents a large, labor-intensive, and complex undertaking that requires everyone's full effort. Based on that recommendation, at the October 7, 2019 City Council meeting, Council approved that the department staff be given the authorization to close on Fridays to the public to devote time to the EnerGov efforts. In light of that, the department requests that the City Council allow the department to maintain the current schedule to be able to compete the full implementation of the new development review software until the end of March 2021; at which time all operations of the department would resume regular schedule.

Councilmember Overdier moved to authorize the Community Development Department staff to maintain closure to the public on Fridays until the end of March 2021; seconded by Councilmember Destin. Motion passed 7-0 (Council members Schmidt, King, Hebert, Overdier, Destin, Ramswell, and Braden voted "yes").

D. Cross Town Connector Redesign from Four-Lane to Two-lane Section – Atkins North America, Inc. – Progress Update E. Livery Follow-up Items

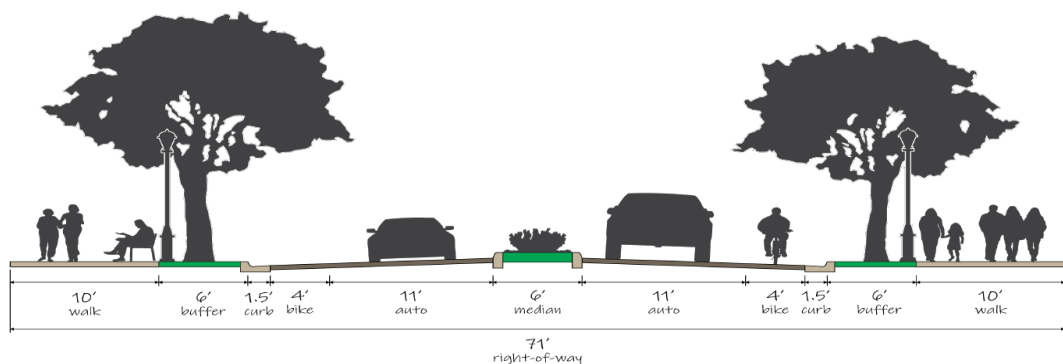
Ms. Jessica Golema, Project Manager, Atkins North America, Inc., provided the following virtual presentation to Council.

Cross Town Connector Redesign Update

➤ Background

- ❖ June 1, 2020 – City Council approved the redesign of the CTC from a 4-lane to a 2-lane roadway

- ❖ October 19, 2020 – City entered a contract with Atkins for redesign
- ❖ February 1, 2021 – CTC right-of-way and intersection design update
- Project Schedule
 - ❖ Project kick-off - Fall 2020
 - ❖ 30% plans - Spring 2021
 - ❖ 60% Plans and PD&E re-evaluation – Summer 2021
 - ❖ Right-of-way acquisition – Summer 2021 through Spring 2023
 - ❖ 90% Plans - Fall 2021
 - ❖ 100% Plans and Permits – Spring 2022
 - ❖ Construction – TBD
- Right-of-way Design, Impacts and Acquisition
 - ❖ Original design – Total right-of-way width – 71 feet wide



Original Design Total Right-of-Way Width 71 feet wide

- ❖ Revised design criteria
 - Major Design Element Criteria
 - Facility Type – Minor Collector
 - Design Speed – 35 mph
 - Posted Speed – 25 mph
 - Lane Width – 11'
 - Bike Lane Width – 5'
 - Median Width – 12'
 - Sidewalk Width – 10' (6' when constrained by ROW)
 - Sidewalk Buffer – 6' (less when constrained by ROW)



Revised Design

Total Right-of-Way Width 92 feet wide

- ❖ The wider section allows for:
 - A 12' median wide enough to sustain landscaping
 - A 5' bike lane
 - Adequate tie-down at the back of sidewalk (total width 92')
- ❖ Options to reduce private property impacts, where the ROW narrows:
 - Remove center median
 - Remove 6' green space between the back of curb and the sidewalk
 - Narrow sidewalk to 6' (last resort)
 - Minimum rights-of-way per Land Development Code is 70'
- ❖ ROW Impacts
 - Right-of-way acquisition is required
 - An estimated 8 properties will be impacted
 - Additional ROW is required for stormwater retention
 - Temporary construction easements will be necessary
 - Right-of-way at the intersections of Beach and Benning is being minimized

Intersection Analysis – Beach and Benning Drive Intersections

- Intersection Analysis – Benning Drive
 - ❖ Traffic Operations Rank
 - Roundabout – LOS A
 - Signal – LOS B
 - All-Way Stop – LOS C
 - Two-Way Stop – LOS E

- ❖ Recommendation: All-Way Stop
 - Roundabout not recommended due to previous Council direction and additional right-of-way impacts
 - Utility and property impacts
 - All-way stop reduces overhead electric and sanitary sewer impacts
- Intersection Analysis – Beach Drive
 - ❖ Traffic Operations Rank
 - Roundabout – LOS A
 - Signal – LOS B
 - All-Way Stop – FAIL
 - Two-Way Stop – FAIL
 - ❖ Recommendation: Roundabout
 - Skewed geometry at this intersection is remedied by use of a roundabout rather than 4-leg configuration
 - There are right-of-way impacts associated with this option
- Conclusion:
 - ❖ Staff needs direction from Council to move forward with design
 - A right-of-way width ranging from 72' to 92'
 - Intersection improvements
 - All-way stop at Benning Drive
 - Roundabout at Beach Drive
 - Rights-of-way acquisition
 - 8 additional properties will be impacted

Councilmember Braden asked why the design was changed from the original design with a total right-of-way width of 71 feet, to the revised design with a total right-of-way width of 92 feet.

The City Engineer explained that the original typical right-of-way minimum width of 71' was taken out of Table 8.1 of the Land Development Code. During the 30% design review process, they looked at those items that they feel best represent the safety of the project and came up with the above recommendations increasing the right-of-way width.

Councilmember Braden asked why it took 4 months to execute a contract for this project when they should already have a continuing services contract with an engineering firm.

Mr. Zunguze explained they had to go through a negotiation process. They had to renegotiate a new contract for the new concept Council approved in July 2020.

According to Councilmember Ramswell, one of the reasons the Council wanted some changes made to the design was to reduce the number of properties they would need to acquire by making the road smaller. She pointed out that the original design was only 71 feet wide, but the revised design is 78 feet wide. It then increases to 92 feet by adding the tie-downs behind the sidewalks. She added that the road design seems to be getting larger rather than smaller and it could create the possibility of putting two additional lanes on the road.

Ms. Golema explained that the 71 feet was not the original design; but rather it was the concept for the 2-lane design. The original design that allowed for 4-lane would be approximately 22 feet wider. She also stated that to make this typical section a 4-lane roadway would require a full reconstruction because the curb-to-curb space is not wide enough to sustain a 4-lane roadway. They could potentially add two more lanes, but it would be tight, very expensive, and unsafe.

Councilmember Ramswell asked if a median is required for either a minor or a major collector road.

The City Engineer stated that the median with trees provides the boulevard look which helps not only with aesthetics, but with vehicular speed; noting it is one of the things they pushed for in the design.

Councilmember Destin stated that one of his main concerns with the project going forward was funding for rights-of-way acquisition, which he anticipates would be quite expensive; and whether they could expect assistance from the County or State.

The City Manager noted they still have the FDOT acquisition grant in place, which is approximately \$1.2 million.

Councilmember Destin stated that he expects staff to come back to Council for further direction before acquiring the rights-of-way.

Councilmember Destin also noted that his major concern has been the lack of a way to route traffic through to US Hwy 98 safely and efficiently. As it stands right now, the only way to route traffic back is through Stahlman Avenue, which is the worst intersection in the City. He added they should not go forward with the project until they figure this out, or they could be creating the biggest disaster this City has every seen.

According to the City Engineer, there have been 4 studies conducted already – 2016, 2018, 2019, and the current study that has been commissioned by the City through Volkert. These studies recommended signalization improvements, re-alignment of the intersection, and adding turn lanes on Stahlman Avenue. The FDOT has also completed some of the intersection work and committed to building the eastbound right turn lane, and there are some works happening at the Harborwalk Village to create enough lanes to receive the dual left turn lanes. They are also continuing to look for funding and other opportunities to widen Stahlman Avenue and other improvement measures on Zerbe Street.

Councilmember Destin stated he would not recommend going forward with the project until all the intersection improvements are completed.

Councilmember Schmidt commented they may not have to acquire as many properties if they make the road smaller, for instance by shrinking the median and bike lanes.

According to Ms. Golema, they have been able to fit everything so far without additional rights-of-way at the Benning intersection. Legion is so far north in relation to Azalea that tying

the connector into Legion leaves a very bad skew angle from the connector up to Legion. They may end up with some rights-of-way acquisitions there just to try to mitigate the skew to a degree. It also seems worthwhile to go with the roundabout there because it would mitigate the skew and speed.

Councilmember Hebert asked how many properties the City have already purchased.

Ms. Golema replied that the City had already acquired 6 properties.

The Mayor stated that connectivity is critical, and every community should make it a goal to always increase connectivity whenever and wherever possible; however, the crosstown connector is never designed and built to route traffic to US Hwy 98. Its main goal is to get residents across town without having to go through US Hwy 98. It will help avoid gridlock on US Hwy 98 in the summertime.

Councilmember Destin maintains he does not oppose having a route for residents to use, but he believes they have that already. Most residents already know how to get to one end of town to another through the back roads. He is not in favor of addressing connectivity by running a connector through neighborhoods. The City of Destin is unique. It is only a mile wide; and so, they will be placing the connector through the middle of town. He added that his main concern is how to safely route the traffic back on US Hwy 98. For this road to be a true connector road, they will need to figure out how to solve that problem.

Councilmember Overdier moved to approve the proposed right-of-way, intersection improvements, and right-of-way acquisitions, seconded by Councilmember Hebert.

Councilmember Overdier wants to make sure the right-of-way acquisitions are brought back to Council for approval before they are executed.

Councilmember Schmidt asked whether they have already accounted for all the properties they will need to acquire in terms of funding, and that the money has already been secured.

According to the City Manager, they had been planning for acquisition of parcels to one degree or another. The only difference that he sees on this new proposal as opposed to what he had seen before was at the intersection of Legion and Beach where a whole property on the southeast corner of the intersection was being taken as opposed to a simple parcel take on the prior proposal.

Grants/Project Manager Jeffrey Cozadd reported receiving a notice via email from FDOT recently which indicates there is \$1 million allocated for Fiscal Year 2021 and another \$1.7 million for Fiscal Year 2022 for property acquisitions.

Councilmember Destin warned that properties can be quite expensive, and they need to feel apprehensive until they have a real good solid price. He continued that condemning a piece of property is quite an expensive proposition. There is a list of things they would have to pay for

including attorney fees for both sides. They could end up paying 2 or 3 times what the property is worth.

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

E. Livery follow-up items

The City Manager noted this is a follow-up to Council’s direction to staff at the previous Council meeting, at which time Council instructed staff to undertake the following tasks:

- Provide the following information:
 - ❖ The requirements for boat cleaning and maintenance on upland property
 - ❖ How to work back-up vessels (chase vessels) into the system to be used in the event of an equipment breakdown, and issuing stickers for breakdowns
 - ❖ Definition of storage, time frame for storage, and temporary storage for boat cleaning and maintenance
- Harbor CRA engage the livery industry to discuss the boat storage issue

F. Safety Improvement Options/Permanent Solution to Slowing Down Speed on Calhoun Avenue

The City Engineer provided the following presentation:

- The City Council directed staff to research alternative safety improvements along the Calhoun Avenue corridor. The identified safety improvements focus on the area located between Calhoun Avenue, Zerbe Street, and Sibert Avenue
- Safety Improvement Recommendations:
 - ❖ Right in/Right out at Calhoun and Sibert Avenue
 - ❖ One-way traffic only along Sibert Avenue between Zerbe and Calhoun Avenue
 - ❖ Proposed all way stop locations:
 - Sibert Avenue and Zerbe Street
 - Zerbe Street and Calhoun Avenue
 - ❖ Speed hump between Clement Taylor Park and Leonard Destin Park
 - ❖ Pedestrian gateway installation southbound Calhoun Avenue approaching Clement Taylor Park
- Speed hump policy and recommended change
 - ❖ Current Policy
 - Must have local street classification
 - Minimum 25 mph speed limit
 - 61% of property owners must agree
 - 85% observed speed must be 11 mph over posted speed
 - ❖ Recommended policy change
 - City Council may direct staff to evaluate speed humps on any City route

- Other City safety/speed concerns
 - ❖ Safety/Speed complaints evaluations in progress:
 - Sibert Avenue
 - 3rd Street and Mimosa Street
 - Dolphin Street at John Avenue
 - Regatta Bay Drive at Windstarr Drive
 - Indian Bayou
 - Country Lane
 - Indian Bayou West
 - Indian Bayou East
 - Spring Lane
 - Stahlman Avenue
 - Legion Drive between Beach and Benning
- Evaluation and Metrics
 - ❖ Crash analysis
 - ❖ All way stop warrant analysis
 - ❖ Speed studies
 - ❖ Conduct traffic counts
 - ❖ Conduct field observations

Councilmember Braden requested an update to his request to include the intersection of Sibert Avenue and Forrest Street in the study.

The City Manager stated he has not done that observation, but it will be presented at the next Council meeting.

Councilmember Destin pointed out that the City's speed hump policy does not apply to Council-initiated speed humps. He stated that the intent of that policy was to give homeowners the ability to petition the City to put speed humps in a residential area. In addition, Calhoun Avenue is not a residential area or road. He also noted that Beach Drive is not a residential road. There are several Council-initiated speed humps on Beach Drive due to speed problems in that area.

Councilmember Destin moved to direct the City Manager to direct City staff to design speed humps along Calhoun Avenue between Leonard Destin Park and Clement Taylor Park, and that the speed limit around the two parks be reduced to 25 mph. Councilmember Ramswell provided a second to the motion.

Councilmember Ramswell asked which documentation outline certain requirements for installing traffic control devices; for instance, whether a traffic study is required to put in a 4-way stop sign at an intersection.

The City Engineer noted that requirements are outlined in the Manual of Uniform Traffic Control Devices, which is a federal document; adding it is the guiding document for professional engineers to make decisions.

Councilmember Ramswell asked what could happen if they try to supersede or overrule the requirements in that document, such as a Council-initiated speed hump at a location where they feel speeding is a big problem.

The City Engineer stated that the City could increase its liability risk.

The Land Use Attorney clarified that the current speed hump policy is for residential areas giving homeowners the right to petition the City for speed humps. It does not apply in this case because this is a City-initiated speed humps.

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

G. Visioning Session

According to the City Manager, staff has provided a very brief recap of the Council Strategic Visioning Session held recently. The official list of Council’s priority objectives would be forthcoming.

H. Announcements

- Capt. Royal Melvin Heritage Park project is underway
- US Army Corps of Engineers has provided their portion of the funding (\$250,000) for the Harbor Capacity Study. The study will begin in March 2021
- The Cross Street drainage and water quality improvement project is about 95% complete. The contractor will now be moving their operation to Calhoun Avenue near Dalton-Threadgill Little League Park location. They will close Calhoun Avenue for 2 or 3 days while they install some piping under the road. The contractor provided a detour plan. Announcement will be made to the public and pertinent organizations once the timeline for the project is finalized
- The City has applied for grant to add \$25,000 worth of exercise equipment to the walking path of Morgan Sports Complex. They expect to get the result of the application within a month
- Gulf Power will soon start trimming trees near power lines
- Welcome to the new City of Destin Human Resource Manager, Nichole DeVito

5. PUBLIC HEARINGS

- A. David Smith of Innerlight Engineering Corporation, on behalf of St. Andrew's By-The-Sea Anglican Church, Inc. is requesting approval of a Major Deviation to a Major Development identified as "Immanuel Anglican Church Addition, 2nd Amendment." The project consists of an 11,470 square foot facility addition with seating for 654 people. The proposed project is located at 250 Indian Bayou Trail (Parcel ID: 002S2200000001A13R). The site consists of approximately 9.13 acres. No changes to the other approved uses or site improvements are proposed.

The City Attorney introduced the project.

The City Clerk sworn in the following individuals for testimony:

David Smith, Innerlight Engineering Corporation
Louis Zunguze, Community Development Director
Donald Smith, City Engineer
Daniel Butler, City Planner

At this time, the City Attorney asked the Mayor and Council to disclose any ex parte communications they might have had with regards to this project.

Each Mayor and Council reported that no ex parte communication has taken place.

City Planner Daniel Butler described the project as consisting of an 11,470 square foot facility addition with seating for 654 people. The proposed project is located at 250 Indian Bayou Trail. The site consists of approximately 9.13 acres. No changes to the other approved uses or site improvements are proposed. The proposed project is consistent with the Comprehensive Plan and Land Development Code.

Mr. David Smith of Innerlight Engineering Corporation, the Civil Engineer for the project, stated that this project was originally approved and issued a development order in 2003. It was designed as a multiple phased project where the temporary buildings that are currently in place were constructed with a vision of having a permanent sanctuary. They are not adding more parking or stormwater because these were planned back in the 2003 timeframe.

Councilmember Braden asked if there were any plans to remove any of the portable buildings.

Mr. Smith replied there are no current plans to remove the buildings. They are permanent buildings. He stated that the sanctuary sits 330 people, and the new building sits 324. The sanctuary will be in the new building, and the current seating will be transformed into personnel office space.

Councilmember Ramswell asked what the deviation was from the original development order.

Mr. Smith noted the deviation was to add the new sanctuary building. The original approval was in 2003. The first deviation was in 2004 to slide the education facility 6.5 feet.

At this time, the Mayor opened a public hearing to receive comments for or against the proposed project. Having none, the Mayor closed the public hearing and turned the matter over to the City Council for further discussion and consideration.

Councilmember Schmidt moved to approve the Immanuel Anglican Church Addition, a Major Deviation to a Major Development Order, as reviewed by the City's Technical Review Committee; seconded by Councilmember Ramswell. Motion passed 7-0 (Council members Schmidt, King, Hebert, Overdier, Destin, Ramswell, and Braden voted "yes").

6. CONSENT AGENDA

- A. Replacement of the Public Works Facility Generator, relocation and installation of PW's existing generator to Sheriff's Office, authorization to execute a contract amendment with MetroPower
- B. Declaration of City Property as Surplus, authorization allowing the City Manager to execute a contract for Auction Services, provides for disposal of assets
- C. RFB 20-15-PS, Demolition, Salvage, and Removal of Three Structures and Appurtenances, authorization for City Manager to execute a Task Order
- D. FY21 Renewal and Replacement Community Center Vehicle, granting City Manager purchase authorization
- E. Draft minutes of advisory board/committee meetings
- F. Proposed Bert Harris Settlement Agreement for 4488 Ocean View
- G. Proposed Bert Harris Settlement Agreement for 3893 Sandprint
- H. Proposed Bert Harris Settlement Agreement for 4705 Ocean Blvd
- I. Proposed Bert Harris Settlement Agreement for 4790 Ocean Blvd

Motion by Councilmember Ramswell, seconded by Councilmember Hebert, to approve Consent Agenda item 6A thru 6I, as printed above, passed 7-0 (Council members Schmidt, King, Hebert, Overdier, Destin, Ramswell, and Braden voted "yes").

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

A. Councilmember Braden

1) Land Development Code

Councilmember Braden moved to allow the City Manager to utilize the City's continuing services contractor to assist in finalizing the Land Development Code revisions; seconded by Councilmember Ramswell.

The Mayor asked for the estimated cost for this initiative.

The City Manager stated that staff will determine the cost and will bring it back for Council's approval if in excess of his threshold of \$15,000.

Motion passed 7-0 (Council members Schmidt, King, Hebert, Overdier, Destin, Ramswell, and Braden voted "yes").

2) Harbor Parking Lot Study

Councilmember Braden recommends allowing the City's continuing services engineering contractor to assist staff in verifying the accuracy of the parking plan staff receive from businesses.

Councilmember Schmidt asked if this is strictly parking plans from livery operators or for every business on the harbor. He stated that staff is already conducting a parking analysis during the development planning and review process.

According to Councilmember Braden, it is mainly for livery operators since they seem to be having the most difficulty with their site plans.

The City Manager noted that the discussion on this subject during the previous Council meeting was mostly about livery operators. He stated they have spent a huge amount of money on the new EnerGov system. The goal is to input the right information from the very beginning which include accurate parking plans. Councilmember Braden's recommendation to have the City's continuing services contractor assists staff in verifying the accuracy of the drawings, which is crucial to staff when they go on site, would be beneficial to the City, the livery industry, and to the property owners. They will primarily help staff make sure the City has a good baseline document. He added that the Army Corps of Engineers will also conduct a parking study in the harbor district which would not be limited to the livery business.

According to Councilmember Overdier, his understanding when talking about this issue with staff was the continuing services contractor will provide assistance with the harbor parking plan to make sure it is done professionally. Staff will upload the information in the system. The livery operator or property owner then takes the pertinent portion of the parking plan and submit it with their application.

Mr. Zunguze explained they expect to have accurate information for approximately 18 parcels pertinent to livery operations. During the application, the livery operator will indicate which portion of the parking plan they are taking and how many parking spaces are involved. He continued they have development orders associated with most of the parcels and so information from the development orders will also be used. The contractor will assist staff in obtaining an accurate accounting of the number of parking spaces available for livery and other businesses.

Councilmember Braden moved to authorize staff to use the City's continuing services contractor to assist in creating the baseline document for the harbor parking plan; seconded by Councilmember Hebert. Motion passed 7-0 Council members Schmidt, King, Hebert, Overdier, Destin, Ramswell, and Braden voted "yes").

Next, Councilmember Braden reported receiving complaints from people tripping over the black-painted bollards located mainly along the Harborwalk area.

Code Compliance Manager Joey Forgione stated that his staff will investigate.

Councilmember Braden requested an update on the US Hwy 98 redesign project, asking whether FDOT has contacted City staff requesting their input on the project.

Public Services Director Michael Burgess noted that according to the last report, the PD&E Study went out for bid in December 2020, and that FDOT will be making the selection for a professional engineering firm sometime in the spring.

Councilmember Braden inquired as to the status of the landscaping improvements portion of the project.

Mr. Burgess replied that this portion of the project has been delayed to August 2021.

Councilmember Braden also asked whether the issue related to the drainage system that caused the flooding on Indian Bayou during Hurricane Sally been addressed.

According to Mr. Burgess, the structure in the retention area up on Indian Bayou were clogged up with pine straw; adding that they have not had any flooding issue after removing the top of the structure.

Next, Councilmember Braden asked whether the shrubbery that have been planted in the right-of-way on Harbor Lane has been removed to give people more access to the water

Parks and Recreation Director Lisa Firth noted that the large bushes on the north side of the parcel had been removed, and that the area has been cleared all the way to the concrete wall.

B. Councilmember Ramswell

1) Destin Fishing Museum request

Councilmember Ramswell noted that the Destin Fishing Museum leases their facility from the City, and so they come to the City before doing any improvements to the facility. They are currently planning on making some improvements to the facility, but some asbestos testing is required before they could move forward. She asked if the Council is amenable to having the City pay for this testing since any improvements done to that facility will also benefit the City.

Mr. Norm Hall, Destin Fishing Museum Boardmember, explained it is the oldest building the City owns, and it was built in 1960. Back in those days, asbestos was commonly used for insulation. The test is required as it would give them an idea to what extent they could move forward with the planned improvements or modifications to the museum. The estimated cost for the asbestos testing is \$1,700.

Councilmember Ramswell moved that the City covers the costs for asbestos testing at the Destin Fishing Museum facility; seconded by Councilmember Schmidt. Motion passed 7-0 (Council members Schmidt, King, Hebert, Overdier, Destin, Ramswell, and Braden voted “yes”).

2) Leave no Trace Campaign

Councilmember Ramswell inquired as to the status of the City’s Leave no Trace Campaign.

Public Information Manager Catherine Card stated that the City has been trying to promote the Leave No Trace program the last couple of years. They realize the City cannot do it alone and need the partnerships of their businesses. She noted that Compass Resort, for one, has been very cooperative. They have placed the Leave no Trace logo on many of their materials that they provide to their guests. She has also spoken with Mr. Jerry Holcomb with Legendary Marina and Yacht Club, and they are fully on board with utilizing their digital billboard to promote the program. She added that she plans to work with the new County Public Information Officer to try to further generate the effort of promoting this campaign and getting people to do the right thing to protect the beach.

3) Beach partners meeting report

Councilmember Ramswell noted that the discussion focused on the upcoming months, particularly the summer season. They discussed the cleaning and raking of the beach as well as the public’s expectations versus their own expectations. She asked if there have been any further conversations with the County in terms of the committee’s discussion and what their thoughts are because there seemed to be some difference in opinion during the discussion.

Ms. Firth announced they have a meeting scheduled with the County for this coming Wednesday. She stated that the County seems to be receptive to their concern, and that the purpose of the meeting is to try to resolve any misunderstanding.

Councilmember Ramswell explained that during the meeting, she mentioned the fact the beach had not been cleaned and raked the way they have experienced it previously; and that the City is interested in working with the County about getting it done to their expectation. She made it clear that the City’s expectation was to have the beach raked 5 or 6 times a week. However, they quickly learned that was not the County’s expectation when the County’s ground manager proudly reported that he has been able to go a whole month without raking the beach last summer. It seems obvious that the County was not including raking with the frequency the City expected it. They were more concern about the wear and tear on the truck as well as the fuel cost by raking the beach that often. She recommends they look at other options if the City cannot come to a mutual agreement with the County.

Deputy City Manager Webb Warren noted that at their meeting with the County on Wednesday, the 2013 RFB that the County issued when they were going out for a new contract for sand cleaning services will be the basis of the conversation. The scope of services in the RFB outlined the frequency of beach raking, which is about 6 times a year during the summer season and changes throughout the year. He added that the goal is to establish a Memorandum of Understanding with the County and bring it back to Council.

Next, Councilmember Ramswell asked staff to check with Gulf Power about the 3 lights that are still out on Indian Trail.

Councilmember Ramswell also asked staff to investigate what seems to be a piece of concrete that sticks out in the right turn lane to Indian Trail from US Hwy 98 to make sure it is not a safety hazard.

C. Councilmember Destin

D. Councilmember Overdier

1) Membership nomination to Public Works/Safety Committee

Motion by Councilmember Overdier, seconded by Councilmember Destin, to appoint John Green to the Public Works/Safety Committee passed 7-0 (Council members Schmidt, King, Hebert, Overdier, Destin, Ramswell, and Braden voted “yes”).

E. Councilmember Hebert

Councilmember Hebert asked staff to provide an update on the status of the damage on Main Street sidewalk located by the Joe’s Bayou due to erosion.

Mr. Burgess explained that staff have been trying to get the dam structure at Coleman Lake tuned to where the elevation of the lake is pleasing to the residents and not causing erosion to the dam structure. There was a small pocket that developed underneath the sidewalk on the other side of the road. Staff removed a couple of concrete panels. Upon the excavation, they discovered that some soil had been lost where the head wall meets the seawall where sand has been escaping. More exploratory maintenance was done in that area to get to the root of the problem. Staff will work with the City Engineer and contractor to repair the damage and to have everything put back in place within the next two weeks. The sidewalk has been closed with a sign placed notifying the public of such.

F. Councilmember King

G. Councilmember Schmidt

Councilmember Schmidt noted that during their visioning session, the common theme among City staff was the need for additional staffing. They have also been trying to hire additional staff at the Community Development Department for quite a while now to fill some

vacancies but were unable to due to competitive market. It is affecting the level of service based on complaints from the citizens.

Councilmember Schmidt moved to have the City Manager discuss with the Community Development Director the appropriate increases to the salary amounts being advertised for the specialized positions in his department in order to be more competitive, and then discuss the feasibility of the salary increases with the City's Finance Director. Councilmember Hebert provided a second to the motion, which passes 7-0 (Council members Schmidt, King, Hebert, Overdier, Destin, Ramswell, and Braden voted "yes").

H. Mayor Gary Jarvis

I. Land Use Attorney

J. City Attorney

8. PUBLIC COMMENTS

ADJOURNMENT

Having no further business at this time, the meeting was adjourned at 8:45 PM.

Gary Jarvis, Mayor

ATTEST:

Rey Bailey, City Clerk

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: March 15, 2021

TYPE OF AGENDA ITEM: Presentation

AGENDA OUTLINE NUMBER: 2.A.

TO: City Council

THRU: Lisa Firth, Parks & Rec Director
Joey Forgione, Code Compliance Manager
Lance Johnson, City Manager

FROM: Webb Warren, Deputy City Manager

DATE: 3/3/21

SUBJECT: Okaloosa County Beach Cleaning Services - Okaloosa County

I. BACKGROUND: Beach Memo summarizing a history of beach cleaning services is attached.

II. DISCUSSION: Presentation material from Okaloosa County was not available at time of the City's agenda publication. Staff will distribute any provided information.

A. Link to Strategic Goals / Objectives:

- World class beach, fishing and harbor
- Financially sound city providing service value

B. Effect on Budget (EOB): The City of Destin has no established budget for beach cleaning nor does the City manage this service.

C. Level of Service (LOS):

III. CONCLUSION:

IV. RECOMMENDED MOTION:

Attachments:

1. 03.11.21 CMO Memo Beach Cleaning
2. ATT1 - RFB TDD 06-14 Beach Cleaning Services

3. ATT2 - Jul21_2014 CC Minutes



**Office of the
City Manager**

Phone: 837-4242

MEMORANDUM

DATE: March 11, 2021

TO: City Council

THROUGH: Lance A. Johnson, City Manager
Joey Forgione, Code Compliance Manager
Lisa Firth, Parks and Recreation Director

FROM: Webb Warren, Deputy City Manager

SUBJECT: Background Information on Beach Cleaning Services

Beach cleaning is a vital service to attaining the vision set by the City Council for the City of Destin - **"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"**.

The Okaloosa Tourist Development Department (TDD) budgets for beach cleaning services in Okaloosa County. These services cover most beaches within the city limits of Destin.

History of Beach Cleaning Services in Destin

Prior to 2013 - The Okaloosa County Tourist Development Department contracted beach cleaning services through a private contractor.

October of 2013 - The TDD released a Request for Bid (RFB) for beach cleaning services. That RFB provided a proposed schedule for beach cleaning services (ATT1- 2013 TDD Beach Cleaning Services RFB).

2014 - Okaloosa County Public Services assumed responsibility for the day-to-day beach cleaning services for Okaloosa Island and Destin.

July 21, 2014 - Okaloosa County staff attended the Destin City Council meeting to discuss beach cleaning services (ATT2 - July21, 2014 CC Meeting Minutes)

Key points in the July 21, 2014 meeting minutes:

- The County performs this service with an annual budget of \$268,000 which includes Destin and Okaloosa Island beaches. For comparison, the previous contract for Destin alone was \$241,180.
- 6.5 miles of Destin beach are raked 5-6 days per week and trash is picked up daily, twice per day weather permitting.
- 175 trash cans are served on Destin beaches alone.
- On a typical 2014 day, approximately 3,100 pounds of trash was removed from the Destin beaches.
- Based on current data, the volume of trash they have collected in their time of service compared to previous years was 30 percent higher
- There is a very limited window of opportunity to be on the beach to empty the trash cans at first light.
- By federal and state laws, they cannot operate on the beach in night hours. They law can only operate equipment on the beach ½ hour before sunrise to ½ hour after sunset. Violations of this law could result in significant fines for the County.
- By State law, beach raking and trash pickup cannot commence until the Turtle Watch sweep is complete and clearance to enter the beach is given (typically between 5:45 – 6:15)

- There are problems with beach chairs and umbrellas that are placed on the beach, sometimes as early as 6:30 AM. Some of the visitors set their canopy up and leave the stakes in, then come set it up the next morning. There are no ordinances for the Destin beaches that regulate this type of practice. The County's beach ordinance regulating personnel items left overnight on the beach does not apply to Destin's beaches.
- The condominiums on Okaloosa Island do not own to the high water line. This is not the case in Destin, which presents unique challenges for the County.

2021 - Beach cleaning services were assumed by Okaloosa County's Parks and Facility Maintenance Department.

City of Destin

The City of Destin has no established budget for beach cleaning services nor does the City manage this service.

The City of Destin does receive some annual TDD funding to help fund City positions which service trash cans at City beach parks, public beach trails and the boardwalk. Funding is also provided for capital costs associated with City beach parks, trails, and the boardwalk.

This funding is applied for every year to the TDD. All TDD funding requests are submitted to the TDD on an annual basis and evaluated during their annual budgeting process.

Recent Coordination and Communication on Beach Issues

Since 2014, many staff and departmental changes have occurred within Okaloosa County and the City of Destin. Visitation numbers to our beach, as well as the size and depth of Destin beaches have also significantly changed. Obstacles on the beach continue to be on the increase for beach cleaning equipment. These challenges include beach chairs, ropes/chains as well as setups occurring earlier in the day.

Since 2019, Okaloosa County and City of Destin staff have been actively working to improve communication and to collaborate on various beach issues and projects.

- 1.) **Beach Committee** - Vendors, First Responders, General Public, Councilwoman Ramswell, as well as City and County Staff has routinely communicated issues on our beach.
- 2.) **Improved communication** between the organizations of Okaloosa County, City of Destin and Tourist Development Department.
- 3.) **Beach Acquisition Initiative** - Tourist Development Council, Okaloosa County Commissioners, City Council as well as City and County Staff have been working together as well to purchase beach property in Destin to improve public access to the beach. Funding is approximately 60% TDC, 40% City with a total of over \$23 million dollars.
- 4.) **Development of Public Awareness** - anti-litter/leave no trace campaign for visitors and residents.

2021- Identified major challenges for beach cleaning services:

- By State law, beach raking and trash pickup cannot commence until the Turtle Watch sweep is complete and clearance to enter the beach is given. A timely and efficient turtle sweep is vital to ensuring trash services and cleaning equipment can access the beach.
- There is a narrow window of opportunity to be on the beach to empty the trash cans/rake in the morning before ropes/chains, structures and vendors setup on the beach.
- There are challenges with the general public setting up beach chairs and umbrellas on the beach, sometimes as early as 6:30 AM.
- Beach cleaning services need more accesses to the beach for equipment, especially in the Holiday Isle area.
- How to address full trashcans during peak season and when the beach is most congested.

Through the collaborative effort of all entities involved, it was identified that a standard of services should be re-visited for 2021 so that all entities (public, beach vendors, landowners, first responders, City and County Staff, etc.) can have clear expectations of service and schedule for beach operations. This will provide beach stakeholders the information they need so they can maximize use of the beach cleaning services.

After receiving feedback from the Beach Committee and City Staff, Okaloosa County is presenting to the City Council the standard of beach cleaning service they will provide for 2021.

Research of Machine Cleaning of Beaches in Local Region and Florida:

Henderson Beach State Park - does not rake their beaches, nor do they participate in the beach cleaning program.

Escambia/Pensacola – Once weekly by Public Works

Walton County – Does not use machine cleaning

- *Sandestin Resort does use machines to clean their beach*

Bay County – Once weekly by contractor

City of Naples – Begins on the first day of every month, takes 6-8 full days to complete.

**BEACH CLEANING SERVICES
FOR
OKALOOSA ISLAND & DESTIN, FLORIDA
RE-BID**



**OKALOOSA COUNTY TOURIST DEVELOPMENT
DEPARTMENT
FUNDING & MANAGEMENT ORGANIZATION**

BID #: TDD 06-14

BID OPENS: October 30, 2013 @ 3:05 P.M.

NOTICE TO BIDDERS

Notice is hereby given that the Board of County Commissioners of Okaloosa County, FL, will accept sealed bids until **3:05 p.m.** (local time), **October 30, 2013** for **Beach Cleaning Services for Okaloosa Island & Destin**. Copies of bid provisions, bid forms, and specifications may be obtained from the Okaloosa County Purchasing Department, 602-C North Pearl Street, Crestview, FL 32536; 850-689-5960 or they may be downloaded from our website at www.co.okaloosa.fl.us (Departments, Purchasing, Vendor Registration & Opportunities); this links you to the Florida Panhandle Purchasing Group website where our bid specifications will now be posted.

At **3:05 p.m.** (local time), **October 30, 2013**, the bids will be opened and read aloud. All bids must be in sealed envelopes reflecting on the outside thereof the bidder's name and **"Bid on Beach Cleaning Services for Okaloosa Island & Destin to be opened at, 3:05 p.m., October 30, 2013"**. The Board of County Commissioners will consider all bids properly submitted at its scheduled Bid Opening in the Board of County Commissioners Conference and Training Room # 305 Located at 302 N. Wilson Street, Crestview, FL 32536. Bids may be submitted in the Conference and Training Room #305, prior to Bid Opening or delivered to the Clerk of Circuit Court, 302 N. Wilson Street, # 203.

There is no obligation on the part of the County to award the bid to the lowest bidder, and the County reserves the right to award the bid to the bidder submitting a responsive bid with a resulting negotiated agreement which is most advantageous and in the best interest of Okaloosa County, and to waive any irregularity or technicality in bids received. Okaloosa County shall be the sole judge of the bid and the resulting negotiating agreement that is in its best interest and its decision shall be final.

Any bidder failing to mark outside of envelope as set forth herein may not be entitled to have their bid considered.

All bids should be addressed as follows:

Clerk of Circuit Court
Attn: Gary Stanford
Okaloosa County Courthouse
101 E James Lee Blvd. #118
Crestview FL 32536

Richard L Brannon
Purchasing Director

Date

BOARD OF COUNTY COMMISSIONERS
OKALOOSA COUNTY

Don R. Amunds
Chairman

**BEACH CLEANING SERVICES
OKALOOSA ISLAND & DESTIN, FLORIDA**

SECTION A

INVITATION TO BID

1. INVITATION TO BIDDERS

- A. Sealed bids must be delivered to :
- Clerk of Circuit Court
Attention: Gary Stanford, Finance Director
Brackin Building
Room # 203
302 N. Wilson Street
Crestview, FL 32536
- B. Bids will be received at the above location until:
3:05 p.m., October 30, 2013
- C. Location of the opening will be:
- Conference & Training Room # 305
Brackin Building
302 N. Wilson Street
Crestview, FL 32536

2. BIDDING DOCUMENTS

- A. The Contract Documents for bidding may be examined and obtained at the office of the Okaloosa County Purchasing Department, 602-C North Pearl Street, Crestview, FL 32536, 850-689-5960 or may be downloaded from the Okaloosa County Purchasing Department Website (www.co.okaloosa.fl.us).

3. PREPARATION AND SUBMISSION OF PROPOSAL

- A. All bids must be made on Proposal Forms, included herein, properly executed and sealed in envelopes reflecting on the outside:
1. "Bid for Beach Cleaning Services- Okaloosa Island & Destin, Florida"
 2. Bidder's name and phone number

Bids received by fax will not be accepted.

- B. The County reserves the right to reject any or all bids, waive informalities in any bid, and to make the award in the best interest of the County.
- C. No changes in the amounts of bids appearing on outside of bids will be considered. Only the amounts shown inside the envelope will be considered. All changes, corrections and erasures **MUST BE INITIALED** by the person signing the bid.
- D. Furnish with your bid the satisfaction of your proper licensing in Okaloosa County, or satisfaction that you have reviewed the licensing that will be required if awarded this contract and your ability to obtain the same.

4. SECURITY FOR FAITHFUL PERFORMANCE

- E. A bid bond, cashier's check or certified check representative of five percent (5%) for the first year's total bid price must be submitted with the bid package.
- F. A payment and performance bond in the amount of \$25,000 each made out to the Okaloosa Board of County Commissioners, issued by an institution approved by the County, will be due at the signing of the contract by the successful bidder.

5. DRUG FREE ENVIRONMENT

The bidder shall provide a drug-free workplace environmental for employees. Certification shall be supplied with each bid found in the proposal.

6. PUBLIC ENTITY CRIME INFORMATION

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime 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 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 any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date placed on the convicted vendor list.

7. CONFLICT OF INTEREST

The award hereunder is subject to the provisions of Chapter 112, Florida Statutes. All respondents must disclose with their proposal name of any officer, director, or agent who is also a public officer or an employee of the Okaloosa County Board of County Commissioners, or any of its agencies.

Further, all respondents must disclose the name of any County officer or employee who, owns, directly or indirectly, an interest of five percent (5%) or more in the firm or any of its branches.

Further, the official, prior to or at any time of submission of the proposal, must file a statement with the Clerk of Circuit Court of Okaloosa County, if he is an officer or employee of the County, disclosing his or spouse's or child's interest and the nature of the intended business.

NOTE: For bidders' convenience, the certification form is enclosed and is made a part of the bid package.

8. IDENTICAL TIE PROPOSAL

Preference shall be given to businesses with drug-free workplace programs. Whenever two or more proposals which are equal with respect to price, quality and service are received by the County for the procurement of commodities or contractual services, a proposal received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process (see attached certification form).

Established procedures for processing tie proposals will be followed if none of the tied vendors have a drug-free workplace program.

NOTE: For bidders' convenience, the certification form is enclosed form is enclosed and is made a part of the bid package.

9. LOCAL PREFERENCE

Okaloosa County grants a preference to in-county bidders only when bids are received from firms located in states, municipalities or other political subdivisions which offer preference to bidders located in such politician subdivisions. The amount of preference given to local bidders will be the same as that given by the state, county, municipalities or other political subdivisions in which the out-of-county bidder is located. If the political subdivision in which a bidder is located offers a preference to its local firms, that bidder must plainly state the extend of such preference to its local firms, to include the amount and type of preference. Any bidder failing to indicate such preference will be removed from the County bid list and any and all bids from that firm will be rejected.

NOTE: For bidders' convenience, the certification form is enclosed form is enclosed and is made a part of the bid package.

10. BID OPENING

Bid opening shall be public on the date and time specified on the bid form. It is the bidder's responsibility to assure that his bid is delivers at the proper time and place. Offers by telegram, facsimile, or telephone are **NOT** acceptable.

NOTE: Crestview, Florida is "not a next day guaranteed delivery location" by delivery services.

1.10 Where required, bidder must satisfy themselves of the accuracy of the estimated quantities in the Bid Schedule by examination of the site and a review of the specifications of the bid package. After bids have been submitted, the bidder shall not

assert that there was a misunderstanding concerning the quantities of work or of the nature of the work to be done.

1.11 The Owner shall provide to bidders, prior to bidding, all information which is pertinent to, and delineates and describes, the land owned and rights-of-way acquired or to be acquired.

1.12 Exhibit "A" contains the provisions required for the Beach Cleaning Services. Information obtained from an officer, agent, or employee of the County or any other person shall not affect the risks or obligations assumed by the Contractor or relieve him from fulfilling any of the conditions of the contract.

1.13 The Owner may make such investigations as he deems necessary to determine the ability of the bidder to perform the work and the bidder shall furnish to the County all such information and data for this purpose as the County may request. The County reserves the right to reject any bid if the evidence submitted by, or investigation of, such bidder fails to satisfy the County that such bidder is properly qualified to carry out the obligations of the Agreement and to complete the work contemplated therein.

1.14 A conditional or qualified bid may not be accepted.

1.15 All applicable laws, ordinance, and the rules and regulations of all authorities having jurisdiction over the project shall apply to the contract throughout.

1.16 Each bidder is responsible for inspecting the site and for reading and being thoroughly familiar with the bid specifications. The failure or omission of any bidder to do any of the foregoing shall in no way relieve any bidder from any obligation in respect to his bid.

11. AWARDS AND REJECTIONS

- A. The Board in its absolute discretion may reject any bid of a bidder that has failed, in the opinion of the Board to complete or perform an Okaloosa County contracted project in a timely fashion, and has directed the Okaloosa County Purchasing Director to emphasize this condition to potential bidders.
- B. There is no obligation on the part of the County to award the bid to the lowest bidder, submitting a responsive bid with a resulting negotiating agreement that is in its best interest and its decision shall be final.
- C. The Board of County Commissioners reserves the right to waive any informalities or reject any and all bids, in whole or part, to utilize any applicable state contracts in lieu of or in addition to this bids and to accept the bid that in its judgment will best serve the interest of the County.
- D. The Board of County Commissioners specifically reserves the right to reject any conditional bid and will reject those which make it impossible to determine the true amount of the bid. Each item must be paid separately and no attempt is to be made to tie any item to any other item or items.

12. The following documents are to be submitted with this bid:

- A. Bid Bond, cashier's check or certified check in the amount of 5% for the first year's total bid price.
- B. Bidder Supplemental Information Form (to be filled out).
- C. Breakdown of Cost Per Day Form (to be filled out).
- D. Machine Cleaning Form (to be filled out).
- E. Bid Sheet (to be filled out and signed).
- F. Submittal Statement (to be filled out and signed).
- G. Hold Harmless Form (to be filled out and signed).
- H. Drug-Free Workplace Certification Form (to be filled out and signed).
- I. Conflict of Interest Disclosure Form (to be filled out and signed).
- J. Local Preference Data Sheet (to be filled out and signed).
- K. No Contact Clause Form (to be filled out and signed).

13. REMOVAL, TRANSFER AND DISPOSAL OF GARBAGE AND TRASH

Clear understanding of the amounts of trash to be handled and your plan on how to dispose of same.

BID SCHEDULE – THREE (3) YEAR PERIOD

Award will be based on the bid in the best interest of the County. The County reserves the right to award a separate contract for the Destin work and a separate contract for the Okaloosa Island work if deemed in the best interests of the County. The Owner retains the option to award and/or reject any or all bids.

Bidder agrees to provide all necessary supervision, labor, machines, tools, apparatus, and other means to do all the work and furnish all the material specified on this contract and approved by the County and TDC in the manner and time prescribed and according to the requirements of the County as therein set forth.

Note: All entries in the proposal must be clear, either typewritten or hand lettered legibly, in ink. Where indicated, bid prices must be written both in word and figures. A discrepancy between the amount shown in figures and the amount shown in words shall be grounds to disqualify the bid.

BIDDER SUPPLEMENTAL INFORMATION

The intent of this sheet is to provide additional specific information to the owner as to the ability of the Bidder to complete the project. It is understood that the actual equipment and manpower on the project site may vary depending on the work being performed at a given time. Actual commencement of the contract time will be determined after award of contract. Bidder shall attach a financial statement showing assets, liabilities and net worth of the bidder to bid. Attach additional sheets as needed. If the equipment proposed for use by your company is not currently owned by your company, you must show proof of your ability to obtain and furnish said equipment.

Equipment that will be dedicated to this service (REQUIRED INFORMATION)

Please provide manufacturer's descriptive literature of equipment with specification to be utilized if less than three (3) years old. If equipment is older than three (3) years old, please provide pictures of each piece for the committee's review.

Make: _____ Model: _____ Year: _____

Make: _____ Model: _____ Year: _____

Make: _____ Model: _____ Year: _____

Make: _____ Model: _____ Year: _____

Manpower that will be dedicated to this service:

Beach cleaning services of similar type and size completed by the Bidder:

Services provided for whom and year(s).

Area of cleaning service performed.

Other information which may be pertinent to these services:

INDEMNIFICATION AND HOLD HARMLESS

To the fullest extent permitted by law, CONTRACTOR shall indemnify and hold harmless COUNTY, 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 CONTRACTOR and other persons employed or utilized by the CONTRACTOR in the performance of this Agreement.

Bidder's Company Name

Authorized Signature – Manual

Physical Address

Authorized Signature – Typed

Mailing Address

Title

Phone Number

FAX Number

Cellular Number

After-Hours Number(s)

DATE

(REVISED: JANUARY 12, 2001)

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 quote 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 quote, 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 of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) 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 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 requirements.

DATE:	_____	SIGNATURE:	_____
COMPANY:	_____	NAME:	_____
			(Typed or Printed)
ADDRESS:	_____	TITLE:	_____
	_____	E-MAIL:	_____

PHONE NO.:	_____		

CONFLICT OF INTEREST DISCLOSURE FORM

For purposes of determining any possible conflict of interest, all bidders/proposers, must disclose if any Okaloosa Board of County Commissioner, employee(s), elected officials(s), of if any of its agencies is also an owner, corporate officer, agency, employee, etc., of their business.

Indicate either "yes" (a county employee, elected official, or agency is also associated with your business), or "no". If yes, give person(s) name(s) and position(s) with your business.

YES _____

NO _____

NAME(S)

POSITION(S)

_____	_____
_____	_____
_____	_____
_____	_____

FIRM NAME:	_____
BY (PRINTED):	_____
BY (SIGNATURE):	_____
TITLE:	_____
ADDRESS:	_____

PHONE NO.	_____
E-MAIL	_____

LOCAL PREFERENCE DATA SHEET

Refer to Special Bid Condition

Does the state, county, municipality or political subdivision in which your firm is located offer a preference to their local bidders? (If your firm is located in Okaloosa County, you will check "YES") If "YES," list below the extent of such preference. Any bidder failing to indicate an existing preference will have their bid rejected.

YES _____

NO _____

Bidder's Company Name

Authorized Signature – Manual

E-Mail

Authorized Signature – Typed

NO CONTACT CLAUSE

The Board has established a solicitation silence policy (No Contact Clause) that prohibits oral and written communication regarding all formal solicitations for goods and services (formal bids, Request for Proposals, Request for Qualifications) issued by the Board through the County Purchasing Department.

The period commences when the procurement document is received and terminates when the Board of County Commissioners approves an award.

When the solicitation silence period is in effect, no oral or written communication is allowed regarding the solicitation between prospective bidders/proposers and members of the Board of County Commissioners, the County Administrator or members of the Board Approved Review Committee. All questions or requests for information regarding the solicitation **must** be directed to the designated Purchasing Representative listed in the solicitation.

Any information thought to affect the committee or staff recommendation submitted after bids are due, should be directed to the Purchasing Director or his appointed representative. It shall be the Purchasing Director's decision whether to consider this information in the decision process.

Any violation of this policy shall be grounds to disqualify the proposer from consideration during the selection process.

All proposers must agree to comply with this policy by signing the following statement and including it with their submittal.

I _____ representing _____
Signature **Company Name**

On this _____ day of _____, 20____ hereby agree to abide by the County's "No Contact Clause" and understand violation of this policy shall result in disqualification of my proposal/submittal.

EXHIBIT "A"
BID SPECIFICATIONS FOR PROVIDING
BEACH CLEANING SERVICES
TDC

AGREEMENT BETWEEN _____
AND OKALOOSA COUNTY, FLORIDA FOR BEACH CLEANING SERVICES

This Agreement made and entered into this ____ day of _____, 2013, by and between Okaloosa County, Florida, a political subdivision of the State of Florida (the "County") and _____ (the "Contractor") for the provision of beach cleaning services as more particularly set forth herein.

WITNESSETH:

WHEREAS, the COUNTY has determined that a clean beach is an essential component in the County's goal of increasing tourism and improving the overall economy of Okaloosa County; and

WHEREAS, the COUNTY has concluded that the services of a professional beach cleaning services are needed to maintain clean beaches free of trash and debris; and

WHEREAS, the Board of County Commissioners, through a selection process conducted in accordance with the requirements of law and County policy, has selected CONTRACTOR as the provider for the aforementioned purpose; and

WHEREAS, the CONTRACTOR has professional staff available to perform these functions and provide the services required under this Agreement; and

WHEREAS, the COUNTY seeks to engage the CONTRACTOR for the purposes of providing these services.

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

ARTICLE I: RECITALS

1.1 The above recitals are incorporated as essential terms of this Agreement.

ARTICLE II: SCOPE OF SERVICES

2.1 The CONTRACTOR shall clean certain areas of the beach, provide beach repairs, erosion control measures and hazard management services in accordance with the Scope of Services set forth in EXHIBIT A attached hereto and incorporated by reference.

2.2 The CONTRACTOR shall provide a point-of-contact for the services provided under this Agreement. The point of contact shall be available to the COUNTY at all times as necessary for the proper performance of this Agreement by the CONTRACTOR.

ARTICLE III: COMPENSATION AND INVOICES

3.1 Compensation under this Agreement shall be as set forth in EXHIBIT A attached hereto and incorporated by reference.

3.2 The CONTRACTOR shall submit copies of effective contracts, insertion orders, a recapitulation of credits and debits affecting previously submitted statements or invoices and substantiating bills, along with support documentation for invoices presented for payment.

3.3 It is mutually agreed and understood that payments to the CONTRACTOR for approved expenditures shall be made only upon submission to the COUNTY of itemized copies or original invoices. All statements or invoices for fees for services rendered submitted by the CONTRACTOR to the COUNTY shall be submitted in detail sufficient for proper pre-audit and post-audit thereof to insure that the work performed, expense incurred, or service rendered actually took place, was properly authorized and that the correct amount has been charged. Invoices submitted by the CONTRACTOR for services performed under this Agreement shall be itemized such that the description of services performed is consistent with the description included in the scope of services attached hereto as EXHIBIT A.

3.4 No invoice will be processed without the executed task order, purchase order or contract/lease payment approval form, as applicable, approved by the respective County official(s). No invoice for expenditures will be approved unless a copy of the actual invoice from the vendor accompanies the invoice reflecting the acquisition of goods/services.

3.5 No advancement of funds will be issued unless specifically approved by the Board of County Commissioners.

3.6 In the event a portion of an invoice submitted to the COUNTY for payment to the CONTRACTOR, as specified above, is disputed, payment for the disputed amount may be withheld pending resolution of the dispute, and the remainder of the invoice(s) will be processed for payment without regard to that portion which is in dispute.

ARTICLE IV: INDEPENDENT CONTRACTOR

4.1 It is mutually agreed that the CONTRACTOR is and shall remain an independent contractor and is not an employee or agent of the COUNTY.

4.2 COUNTY NON-LIABILITY. The CONTRACTOR agrees to exercise its best judgment in providing the services under this Agreement. However, nothing contained herein shall be deemed to obligate the COUNTY to indemnify the CONTRACTOR against any loss or damage which the CONTRACTOR may incur as a result of any claim, suit or proceeding made or brought against the CONTRACTOR based upon any services provided by the CONTRACTOR for the COUNTY.

ARTICLE V: TERM OF AGREEMENT

5.1 This Agreement shall be effective on October 1, 2013 and shall terminate on September 30, 2016 unless terminated earlier pursuant to the provisions of this Agreement. The parties may mutually agree to a total of two (2) one-year extensions beyond this initial term. Such

extension of this Agreement shall be in writing executed and approved by both the COUNTY and the CONTRACTOR.

5.2 Termination Without Cause. The COUNTY may terminate this Agreement without cause by giving written notice to the CONTRACTOR of its intent to terminate this Agreement. Such written notice of intent shall be given sixty (60) days prior to the actual date of termination.

5.3 Termination With Cause. This Agreement may be terminated by the COUNTY if there is a material breach of this Agreement which is not cured within twenty (20) days after the receipt of written notice of the breach. Upon the giving of written notice and the failure to cure, this Agreement shall be terminated automatically at the end of the cure period.

5.4 In the event sufficient budgeted funds are not available for a new fiscal monthly period, the COUNTY shall notify the CONTRACTOR of such occurrence and the Agreement shall terminate on the last day of the current fiscal monthly period without penalty or expense to the COUNTY. Such termination shall be deemed without cause.

5.5 The rights, duties and responsibilities of the CONTRACTOR shall continue in full force during the period of notice of termination set forth herein, regardless if for cause or without cause.

5.6 If the Agreement is terminated by the COUNTY as provided herein, the CONTRACTOR will be paid an amount which is equal to the total of all costs incurred on or prior to cancellation date. However, CONTRACTOR shall not be paid on account of loss of anticipated profits or revenue or other economic loss arising out of or resulting from the termination.

ARTICLE VI: CONTRACTOR REQUIREMENTS AND CERTIFICATIONS

6.1 The CONTRACTOR certifies that it will not attempt in any manner to improperly influence any specifications, to be restrictive in any respect, nor attempt in any way to improperly influence any purchasing of services or commodities by the COUNTY.

6.2 The CONTRACTOR hereby certifies that it is legally entitled to enter into this Agreement with the COUNTY and that it will not be violating, either directly or indirectly, any conflict of interest statute or any other applicable laws by the performance of this Agreement.

6.3 The CONTRACTOR certifies that it has received and reviewed the COUNTY'S Contracts and Leases Policies and Procedures Manual, Purchasing Manual and Tourist Development Operations and Procedures Manual, and agrees to conform to the requirements of these policies. A violation of any COUNTY policy relating to the purchasing of services or the administration of this Agreement as required by the COUNTY policies shall be deemed a material breach of this Agreement.

6.4 The CONTRACTOR certifies that wage rates and other factual unit costs supporting the compensation are accurate, complete, and current at the time of executing this Agreement. The compensation amount and any additions thereto shall be adjusted to exclude any significant sums by which the COUNTY determines the compensation was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. CONTRACTOR represents that it has furnished a Public Entity Crimes Affidavit pursuant to Section 287.133, Florida Statutes.

6.5 In connection with the services to be performed under this Agreement, CONTRACTOR agrees to comply with the applicable provisions of State and Federal Equal Employment Opportunity statutes and regulations.

ARTICLE VII: AVAILABILITY OF CONTRACTOR RECORDS.

7.1 The CONTRACTOR shall maintain records, books, documents, papers and financial information pertaining to work performed under this Agreement. The COUNTY upon reasonable request and notice will have, during regular business hours, access to and the right to review and obtain copies of any and all information and documents pertinent to work performed under the Agreement at any time during the term of this Agreement. The CONTRACTOR agrees that the COUNTY, or any of its duly authorized representatives shall, upon reasonable request and notice, until expiration of one (1) year after final payment under this Agreement have access to, during regular business hours, and the right to examine any pertinent books, documents, papers, and records of the CONTRACTOR involving transactions related to this Agreement. In the event that such audit is in progress at the expiration of the aforementioned one (1) year period, access to and right to examine will continue until completion of such audit.

ARTICLE VIII: GENERAL INSURANCE REQUIREMENTS.

8.1 The CONTRACTOR shall not commence any work in connection with this Agreement until it has obtained all required insurance and such insurance has been approved by the Okaloosa County Risk Management Officer.

8.2 All insurance policies shall be with insurers licensed to do business in the State of Florida, and any insuring company is required to have a minimum rating of A, Class X in the Best Key Rating Guide published A. M. Best & Co., Inc.

8.3 The COUNTY shall retain the right to reject all insurance contracts that do not meet the requirement of this Agreement. Further, the COUNTY reserves the right to change these insurance requirements with sixty (60) days' notice to the CONTRACTOR.

8.4 The insurance definition of Insured or Additional Insured shall include Subcontractor, Sub-subcontractor, and any associated or subsidiary companies of the CONTRACTOR, which are perform any services under this Agreement.

8.5 The COUNTY reserves the right at any time to require the CONTRACTOR to provide certified copies of any insurance policies to document the insurance coverage specified in this Agreement.

8.6 The designation of CONTRACTOR shall include any associated or subsidiary company which is involved and is a part of the contract and such, if any associated or subsidiary company involved in the project must be named in the Workers' Compensation coverage.

8.7 All policies shall be written so that the COUNTY will be notified of cancellation or restrictive amendments at least thirty (30) days prior to the effective date of such cancellation or amendment. Such notice shall be given directly to the Okaloosa County Risk Management Officer.

8.8 All insurance contracts, except the Workers' Compensation shall list the COUNTY as an Additional Insured. CONTRACTOR shall provide the COUNTY current Certificates of Insurance for all policies at least ten (10) days before commencing work.

ARTICLE IX: WORKERS' COMPENSATION

9.1 The CONTRACTOR shall secure and maintain during the term of this Agreement Workers' Compensation insurance for all employees including supervision, administration and management personnel. In case any services under this Agreement are sublet with the approval of the COUNTY, the CONTRACTOR shall require the subcontractor to provide Workers' Compensation insurance for all its employees. Evidence of such insurance shall be furnished to the COUNTY not less than ten (10) days prior to the commencement of any and all subcontracted work.

9.2 Such insurance shall comply with the Florida Workers' Compensation Law.

9.3 Coverage shall include a waiver or subrogation clause in favor of the COUNTY. Also, this endorsement must be indicated on all Certificates of Insurance.

9.4 The COUNTY is not liable for Social Security contributions pursuant to Section 418, U.S. Code, relative to the compensation of the CONTRACTOR during the period of this Agreement. The CONTRACTOR shall procure, pay for, and maintain Workers' Compensation insurance as required by law. The CONTRACTOR is solely responsible for any claims made by its employees under the Fair Labor Standards Act.

ARTICLE X: BUSINESS AUTOMOBILE AND COMMERCIAL GENERAL LIABILITY

10.1 The CONTRACTOR shall maintain Business Automobile Liability insurance coverage throughout the term of this Agreement and any extension hereto. The insurance shall include Owned, Non-Owned & Hired motor vehicle coverage.

10.2 The CONTRACTOR shall carry other Commercial General Liability insurance against all other Bodily Injury, Property Damage and Personal and Advertising Injury exposures. Such coverage shall include both On and Off Premises Operations, Contractual Liability, Board Form Property Damage and Professional Liability.

10.3 Commercial General Liability coverage shall be endorsed to include the following:

- a) On and Off Premises Operation Liability
- b) Occurrence Bodily Injury and Property Damage Liability
- c) Independent Contractor Liability
- d) Completed Operations and Products Liability

10.4 The CONTRACTOR shall agree to maintain in force Commercial General Liability Insurance including Completed Operations and Products Liability coverage for at least two (2) years following acceptance of the project by the COUNTY.

10.5 All liability insurance shall be written on an occurrence basis and shall not be written on a claim-made basis. If the insurance is issued with an aggregate limit of liability, the aggregate limit of liability shall apply only to the locations included in this Agreement. If, as the result of

any claims or other reasons, the available limits of insurance reduce to less than those stated in the 10.6 below, the CONTRACTOR shall notify the COUNTY representative in writing. The CONTRACTOR shall purchase additional liability insurance to maintain the requirements established in this Agreement. Umbrella or Excess Liability insurance can be purchased to meet the limits specified in 10.6 below.

10.6 LIMITS OF LIABILITY. The insurance required shall be written for not less than the following limits unless law requires higher amounts:

1. Workers Compensation

- | | |
|------------------------|---------------------------|
| a) State | Statutory |
| b) Employers Liability | \$1 million each accident |

2. Business Automobile \$1 million each occurrence
(Combined Single Limit)

3. Commercial General Insurance \$1 million each occurrence
(Combined Single Limit)

4. Personal Injury and Advertising \$1 million each occurrence
(Combined Single Limit)

10.7 The CONTRACTOR agrees to report any incident or claim that results from performance of this Agreement. Within ten (10) days of the CONTRACTOR'S knowledge, the Okaloosa County Risk Management Officer shall receive written notice describing the incident or claim. In the event such incident or claim involves injury or property damage to a third party, verbal notification shall be given the same day the CONTRACTOR becomes aware of the incident or claim. A detailed written report is to be made within ten (10) days.

ARTICLE XI: CERTIFICATE OF INSURANCE

11.1 All insurance shall include the interest of all entities names in and its respective agents, consultants, servants and employees of each and all other interests as may be reasonably required by the COUNTY as Additional Insured. The coverage afforded the Additional Insured's under this policy shall be primary insurance. If the Additional Insured's have other insurance that is applicable to the loss, such other insurance shall be on an excess or contingent basis. The amount of the company's liability under this policy shall not be reduced by the existence of such other insurance.

11.2 Certificates of insurance, in duplicate, evidencing all required coverage must be submitted to and approved by the COUNTY prior to the commencement of any of the work. The certificate holder(s) shall be as follows:

Okaloosa County

602-C North Pearl Street
Crestview, Florida 32536

11.3 All policies shall expressly require thirty (30) days written notice to Okaloosa County at the address set out above, or the cancellations of material alterations of such policies, and the

Certificates of Insurance, shall so provide. The certificate, if on a Standard Accord, shall not include language such as "if any" or but failure to mail such notice shall impose on obligation or liability of any kind upon the COUNTY, its agents or representatives.

11.4 All certificates shall be subject to the COUNTY's approval of adequacy of protection and the satisfactory character of the Insurer.

11.5 The Certificates of Insurance shall disclose any and all deductibles or self-insured detentions (SIDs). Deductibles or SIDs in excess of \$10,000 will not be accepted unless specifically approved in writing by the COUNTY. All deductibles or SIDs, whether approved by the COUNTY or not, shall be the full responsibility of the CONTRACTOR. In particular, the CONTRACTOR shall afford full coverage as specified herein to entities listed as Additional Insured's. In no way will the entities listed as Additional Insured's be responsible for, pay for, be damaged by, or limited to coverage required by this schedule due to the existence of a deductible or SIR. Specific written approval from the COUNTY will only be provided upon demonstration that the CONTRACTOR has the financial capability and funds necessary to cover the responsibilities incurred as a result of the deductible or SIR.

11.6 In the event of failure of the CONTRACTOR to furnish and maintain said insurance and to furnish satisfactory evidence thereof, the COUNTY shall have the right (but not the obligation) to take out and maintain insurance on the project. All costs for the coverage will be paid by CONTRACTOR upon presentation of a bill.

11.7 Any type of insurance or increase of limits of liability not described above which the CONTRACTOR required for its own protection or on account of statute shall be its own responsibility and at its own expense. The carrying of the insurance described shall in no way be interpreted as relieving the CONTRACTOR of any responsibility under this contract. Should the CONTRACTOR engage a subcontractor or sub-subcontractor, the same conditions will apply under this agreement to each subcontractor and sub-subcontractor. The CONTRACTOR hereby waives all rights of subrogation against Okaloosa County and its consultants and other indemnities of the CONTRACTOR under all the foregoing policies of insurance.

ARTICLE XII: INDEMNIFICATION AND HOLD HARMLESS

12.1 To the fullest extent permitted by law, CONTRACTOR shall indemnify and hold harmless COUNTY, 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 CONTRACTOR and other persons employed or utilized by the CONTRACTOR in the performance of this Agreement.

ARTICLE XIII: AMENDMENT

13.1 This Agreement may be amended, in writing, by the mutual consent of the parties.

ARTICLE XIV: ENTIRE AGREEMENT

14.1 This Agreement constitutes the entire understanding between the parties with respect to the transaction contemplated herein and supersedes all prior written or oral negotiations, commitments or writings. All future modifications to this agreement shall be in writing signed by both parties.

ARTICLE XV: ATTORNEYS FEES

15.1 If any legal action is brought by either party relating to this Agreement, the prevailing party will be entitled to reimbursement by the other party of its reasonable attorneys' fees and costs.

ARTICLE XVI: GOVERNING LAW AND VENUE

16.1 This Agreement shall be interpreted in accordance with the laws of the State of Florida without regard to its principles of conflicts of laws. Venue for any legal proceedings arising out of this Agreement shall be in Okaloosa County, Florida.

EXHIBIT "B" - SCOPE OF SERVICES AND COMPENSATION

SCOPE OF SERVICES

A. BEACHES

The measurements contained herein are an approximation. The bidders will be responsible for actual measurement of beach area(s).

1. Okaloosa Island from the United States Air Force (U.S.A.F.) property at El Matador Condominiums to U.S.A.F. property adjacent to John C. Beasley Park, approximately 3.1 miles.
2. Destin beaches approximately 6.64 miles extending east to west along the Gulf of Mexico from the Walton County line west to the east Jetties at East Pass then north along the east pass on Holiday Isle, up and including East Pass Towers.
3. Norriego Point

Excluded Properties:

- 1) Henderson Beach State Park.
- 2) Any private beach owner who expressly state, in writing, that they do not want their property cleaned.

B. CONTRACTOR'S RESPONSIBILITIES AND WORK REQUIREMENTS:

1. Beaches

the water line landward approximately sixty (60) feet shall be mechanically cleaned as scheduled. The parties acknowledge that the City of Destin has no ordinance controlling the setup time of beach vendors and therefore this requirement is subject to change on a case by case basis. No mechanical beach cleaning shall occur any closer than ten (10) feet from sand dune toe. All other areas are to be hand-picked of debris as needed. However, if at any time during the period of the contract, access or ingress to any beach is impractical due to eroded or washed-out conditions from marine disturbances, storms or other acts of God, or in the event access to the beaches is impractical due to depleted or diminished sand from tidal action, acts of God, or any causes that are beyond the control of the contractor, the contractor, with approval of the County/TDD official in charge, may clean the areas by raking, manual picking, or other suitable means to complete the services hereunder.

b. All beach areas must be cleaned as early as possible. During marine turtle nesting season, beach areas must not be cleaned until the Turtle Survey Contractors have surveyed the area for turtle crawls/nests. (May 1st – Nov 1st). All machine cleaning of the beaches shall conclude by 9:30 a.m. and equipment and collections shall be removed from the beach by 10:00 a.m. daily or shortly thereafter as circumstances dictate.

c. Clean all beaches of seaweed (as allowed by permit), dead animals or marine life, pebbles, food, glass, papers, and all other debris. Removal of the wrack, defined as the line of dried seaweed, marine vegetation, and other organic debris and detritus left on the beach by

the action of the tides, shall be prohibited year round from the east jetty of the East Pass inlet and east for one (1) mile. Removal of the wrack is authorized when the County reasonably determines that the health of humans may be negatively affected.

d. Report all suspected oil or hazardous material on the beach to the National Response Center immediately. (800) – 424 – 8802 or #DEP from a cell phone.

e. Clean around lifeguard towers, plants, trees, trash containers, retaining walls, etc., and other obstacles within the beach areas. They are to be raked, manually picked up, or other suitable means may be used to provide the services as required.

2. Beach Cleaning Machines

a. The machines shall be capable of picking up and removing small objects, and approximately 90% of all cigarette butts, bottle caps, bottle pop caps, and all drinking straws, broken glass, plastics, clothing and cloth material, etc., with a single pass of the machine.

b. The machines shall be capable of picking up all bottles and glass items without breakage and remove same with a single pass of the machine.

c. The machines shall be capable of picking up all other rubbish and debris and remove same with a single pass of the machine.

d. The machines shall be capable of returning approximately 98% of the sand back into place on the beach.

e. Each bidder must submit with his proposal, descriptive literature and/or complete specifications covering the equipment to be used. **Bids which do not comply with these requirements will be rejected.**

C. TRASH CONTAINER REQUIREMENTS AND LOCATIONS

1. Containers shall be located, in sufficient quantities to meet the goal of clean beaches, along the beaches at locations determined by the Contractor and County. The contractor may use 40-gallon plastic containers with plastic bag liners. Other trash receptacle options are allowed with permission of the County. The containers must all be the same color and anchored in place by either a 4X4 wolmanized post or galvanized steel post and chained or bolted in place and have easy public accessibility or by other methods agreed to by the County.

2. **Locations of Trash Containers** Contractor shall receive prior approval from County of the location of each container. Containers shall be placed as required to handle the amount of trash determined upon volume, accessibility and changing circumstances.

D. ITEMS TO BE FURNISHED BY CONTRACTOR

The Contractor shall furnish all labor, equipment, additional bag holders, posts, container bags, drums, drum lines, and all other materials, supplies and incidentals, etc. for the cleaning of beaches, and other incidental work thereto, as specified herein. Cost for these items shall be included in the Bid Price. At the conclusion of the contract, the materials placed on the beach (poles, bag holders, drums, bags) will become the property of the County.

E. REMOVAL AND DISPOSAL OF ALL DEBRIS, TRASH, RUBBISH, ETC.

The Contractor shall be familiar with Okaloosa County's 1-1-1 recycling program.

The Contractor shall take all recyclable trash collected from the beach to:

WM Okaloosa County Transfer Station
630 Transit Way,
Ft. Walton Beach, FL 32548, USA
850-244-7642

Under no circumstances shall trash collected from areas other than the beaches of Okaloosa Island and Destin be brought to this recycling facility. At the Contractor's discretion, trash not deemed recyclable may be disposed of in any legal manner. However, any additional costs associated with this disposal shall be the sole responsibility of the Contractor.

The Contractor shall submit with each monthly invoice, the official receipt from the transfer station indicating the time, date and amount of recycled material brought to the transfer station.

F. CONTRACTOR SHALL BE RESPONSIBLE FOR ASSURING THAT ALL EMPLOYEES ADHERE TO THE FOLLOWING MINIMUM RULES/REGULATIONS

1. Personal items found on the beach shall be brought to the attention of the TDD official in charge and handled as required by Florida law and County ordinance.
2. The contractor and its employees shall have identification cards indicating their employment at all times while on duty and shall display these on their outer clothing in visible sight.
3. The contractor and its employees shall be knowledgeable of, and adhere to, all County ordinances.
4. Contractor shall be responsible for assuring that beaches are in safe and clean condition at all times and shall report to the TDD official in charge any conditions which might require County action.

G. BEACH CLEANING EQUIPMENT

1. The beach cleaning equipment to be used shall be capable of completing the above described work within the specified work period.
2. Servicing of any equipment shall be done outside of the sandy dune/beach areas. Equipment shall not be parked or stored on any County property.
3. Access to the beach shall be through the authorized beach access ways (#2 and #5) provided for beach cleaning and emergency vehicle access or other routes as approved by the County.

H. POSTPONED WORK SCHEDULE MAKE-UP

1. If inclement weather or any other unavoidable condition prevents the contractor from performing the work on a scheduled date, the contractor shall report such to the TDD official in charge. The contractor shall make up the corresponding number of work days postponed, in accordance with the directions given by the TDD official in charge. No additional compensation will be allowed for such extension or for corrective work undertaken.
2. All make-up work shall be by mutual agreement between the contractor and the TDD official in charge.
3. In the event any make-up work is impracticable and cannot be performed, the contractor will not be paid for any such non-performance or incomplete work. Payment for the work shall be pro-rated and the contractor shall be paid only for the days worked.

I. LIQUIDATED DAMAGES

It shall be mutually agreed and understood between the parties to the contract that time and strict adherence to the work requirements shall be the essence of the contract, and in case of failure on the part of the contractor to complete each cleaning within the time agreed upon and within the specified work requirements, the County will be damaged and the amount of said damages, being difficult, if not impossible, of definite ascertainment and proof, it is hereby agreed that the amount of such damages shall be estimated, agreed upon, liquidated and fixed **at two hundred and fifty dollars (\$250.00) for each cleaning day for each infraction**. The contractor hereby agrees to pay the County as liquidated damages in the above amount. Any of the following infractions shall result in the assessment of liquidated damages:

1. Failure of the contractor to notify the TDD official in charge that the work performance cannot be performed or completed on the regularly scheduled date.
2. Failure of the contractor to report for work on the regular and make-up work date after notifying the TDD official in charge that the work will be performed.
3. Failure of the contractor to provide the beach cleaning due to equipment failure. It is the contractor's responsibility to provide equipment at his own expense to clean the beaches.
4. **Failure to keep the beach clean of trash and other debris.**
5. For any other violation of the contract requirements.
6. **Exceptions:**
 - a. All beach cleaning services that cannot be performed due to Armed Forces maneuvers, tidal wave disaster, any act or causes of God for which is beyond the control of contractor.
 - b. Collecting and disposing of unusually large amounts of seaweed from unusual flood tides, heavy tidal actions, marine turbulence, marine storm or other acts of God.

c. All exceptions shall be made up by mutual agreement between the contractor and the TDD official in charge as soon as practicable. The contractor shall not be paid for any work scheduled that is incomplete or not performed.

J. EROSION CONTROL, BEACH REPAIR AND HAZARD MANAGEMENT

Any existing utilities and structures such as water lines, electric conduits, sewer lines, drinking fountains, buildings, etc., which may be damaged by the contractor's equipment, employees, etc., shall be immediately repaired by the contractor within eight (8) hours after damage.

If the repairs are not completed within the specified time, the TDD reserves the right to hire another contractor to make the necessary repairs and deduct the repair costs from the amount owed by the contractor, if any, or to invoice the contractor for such repairs.

Erosion Control and Beach Repair

Contractor must possess equipment capable of providing certain beach repairs and erosion control measures. The beach is, from time to time, in need of certain measures for erosion control and repair and, **contractor agrees to provide the following services** as allowable by local, State and Federal regulations:

- (1) **Back filling of washouts**, particularly at the **foot of eroded stairs** and/or **entranceways**.
- (2) Grading of excessive sand deposits.
- (3) Grading of escarpments to a more easily navigated slope.
- (4) Adding sand to and grading around lifeguard stations.
- (5) No mechanical raking in the dune or fore dune region without the prior consent of the County through the TDD.
- (6) The Contractor is responsible for obtaining any required permits for any of the above action.

Hazard Management

Contractor agrees to provide such hazard management services as the County shall reasonably request; including, but not limited to, the removal of broken glass, the **shoring of eroded and deteriorated walkways by moving fill into place around them**, **grading storm-cut escarpments** and removing threatening debris. Contractor shall have equipment available to lift and remove the beach foreign material within acceptable levels agreed upon between the contractor and the TDD official in charge. Contractor agrees to be available for the performing of such services on an emergency basis and shall respond to the request by the County for the correction of such hazardous conditions as promptly as reasonably possible.

K. CLEANING SCHEDULE

Trash Pickup and Machine Cleaning

Trash collection and machine cleaning scheduling is flexible with prior approval of the County. However, **at no time shall containers be overflowing.** Barring unavoidable delays, **all trash containers shall be emptied by 9:00 a.m.** on each scheduled day as follows:

TRASH PICK-UP – Okaloosa Island and Destin

Time Frame: October 1 -February 28

Three (3) days per week (Monday/Wednesday/Friday)

Time Frame: March 1 – September 30

Seven (7) days per week

MACHINE CLEANING – Okaloosa Island and Destin

Time Frame: October 1 - February 28

Two (2) days per week (Monday/Friday)

Time Frame: March 1 - April 30

Five (5) days per week (Monday, Tuesday, Wednesday, Friday, Saturday)

Time Frame: May 1 - September 30

Six (6) days per week (Sunday, Monday, Tuesday, Thursday, Friday, Saturday)

TRASH PICKUP – NORRIEGO POINT

Time Frame: October 1 - February 29

1 time per week

Time Frame: March & April

3 times per week

Time Frame: May 1st to September 31st

5 days per week (Sunday, Monday, Wednesday, Friday, Saturday)

HAND CLEANING – NORRIEGO POINT

Contractor **shall provide utility vehicle and staffing to walk through the area removing trash.** This service includes: 1 utility vehicle, 2 individuals (during summer) and disposal.

Time Frame: October- February= 1 time per month

Time Frame: March- September= 2 times per month

MACHINE CLEANING – NORRIEGO POINT

Time Frame: November 1st- February 29th = none

Time Frame: March 1st- October 31st= 2 times per month

L. ADDITIONS/DELETIONS

Any addition or deletion to the cleaning and trash schedule noted above shall be based on the quoted daily rate and shall be agreed to by the parties in writing.

M. TERMS AND CONDITIONS

The contractor agrees that the services to be rendered shall be performed under the following conditions:

1. **Compliance with Labor Laws**- All applicable laws of Federal and State governments relating to workers compensation, unemployment compensation, payment of wages and safety will be fully complied with.
2. **Bid prices**- Include all applicable taxes.
3. **The services** to be furnished will be for the exclusive use of the TDC.
4. **Compliance with Law**- The contractor shall observe and comply with all laws, statutes, ordinances, and all rules and regulations of the United States, the State of Florida, the County of Okaloosa, or any department or agency.
5. **Breach of Contract** In the event of any breach of any of the terms and conditions of the contract, the County shall have, in addition to any other recourse, the right to terminate the contract without service of notice or resort to legal process and without any legal liability on its part and the right to require payment from the performance guarantee of all amount due to the County.
6. **Rights and Remedies of the County** Notwithstanding any other provision herein, in the event the contractor fails, neglects, or refuses to perform the services as specified, the County reserves the right to either perform the work or purchase the service in the open market. Should the County perform the service or purchase the service in the open market, the County shall deduct any monies due or that may thereafter become due to the Contractor, the actual cost thereof, to the County. In case any money due the contractor is insufficient for said purpose, the contractor shall pay the difference upon demand by the County.
7. **Vehicles on Beaches and In Parks** The contractor will need to **receive permission from the County** to have any **vehicles or equipment on the beaches.**

The contractor will furnish a list of equipment and vehicles they will need to perform the work contracted to the TDC for their approval.

8. **Termination of Contract** The contract may be terminated in its entirety upon sixty (60) calendar days with prior written notice by either party to the other. In the event the contract is cancelled in its entirety at any time during the time of the contract, any loss of anticipated profits from such cancellation shall not constitute grounds for equitable adjustments under the contract.

If at any time during the term of the contract should economic conditions warrant a decrease in the contract prices, the contract prices shall be adjusted accordingly.

9. **Payments** Payments for any of the above work will be made to the contractor on a monthly basis for the proportionate percentage of that specific month's work completed less liquidated damages, if any, upon submission of two (2) copies of invoices to the TDC official in charge; payment should be made within thirty (30) days after the TDC official in charge approves invoices provided, however, that final payment will not be made in any event without written consent of the sureties on the contractor's bond or until the County official in charge certifies that all obligation, terms and agreements of the contract have been met and completed.

10. **Escalation Clause****- If any escalation cost is to be considered, it shall be plainly stated in the bid as either a percentage figure and/or in a numerical order. **Okaloosa County WILL NOT consider price increases over the annual Consumer Price Index.**

**** This item must be submitted with the bid package.**

CONTRACT

This agreement, in sextuple, executed in Crestview, Florida this _____ day of _____, 2013 between the County of Okaloosa, Florida, the Owner, hereinafter called the Party of the First Part, and _____ or **its** successors, executors, administrators and assigns, hereinafter called the Party of the Second Part.

WITNESSETH:

That for and in consideration of payments, hereinafter mentioned, to be made by the Party of the First Part, the Party of the Second Part agrees to furnish all equipment, machinery, tools and labor; to furnish and deliver all materials required to be furnished and delivered in and about the improvement and to do and perform all work **involved with the Cleaning of Beaches as per Okaloosa County Bid # TDC 06-14 per the attached pricing** in strict conformity with the provisions of this Contract, the Notice to Contractors, the Specifications and the Plans approved by the Owner. The said Plans, Specifications, the Notice to Contractors, and the Proposal are hereby made a part of this agreement as fully and to the same effect as if the same had been set forth at length in the body of this agreement.

As security for the full and faithful performance of this contract and all the incidents thereto, the Party of the Second Part had made and furnished a Contract Bond with _____ as Surety (as required per the bid package), which is accepted by Parties of the First Part and made a part of this contract.

In consideration of the foregoing promises, the Party of the First Part agrees to pay to the Party of the Second Part such unit prices for the work actually done as are set out in the accompanying proposal in the manner provided in the said Specifications.

The Contractor shall be prepared to begin work to be performed under the contract as he set forth in his proposal, but will not proceed until he receives official notice to begin.

This contract will become effective upon completion of signatures by both parties and will run through September 30, 2016. This contract may be renewed for two (2) additional one (1) year periods upon signed agreement by both parties.

REPRESENTATIVES: The authorized representative of the County shall be:

Dan O'Byrne, Director
Tourist Development Department
1540 Miracle Strip Pkwy., S. E. (US 98)
Ft. Walton Beach FL 32548
850-651-7131
E-Mail: **dobryne@co.okaloosa.fl.us**

The authorized representative for _____ shall be:

E-Mail: _____

All notices required by this agreement shall be in writing to the representative listed above with a courtesy copy to the following:

Jack Allen
Contracts & Leases Coordinator
Okaloosa County Purchasing Department
602-C North Pearl Street
Crestview, FL 32536
850-689-5960 / 850-689-5998 (FAX)
E-Mail: jallen@co.okaloosa.fl.us

IN WITNESS WHEREOF, the Chairman of the Board of County Commissioners, by authority vested in him, has hereunto subscribed his name on behalf of the County of Okaloosa, Florida, the Owner, and the said _____ has hereto fixed his signature, the day and year above written.

WITNESS:

CONTRACTOR

BY _____

TITLE

STATE OF FLORIDA
COUNTY OF OKALOOSA

This contract is accepted this _____ day of _____ 2013 and is effective on the _____ day of _____ 2013.

ATTEST:

COUNTY OF OKALOOSA, FLORIDA

Gary Stanford
Deputy Clerk of Court

BY _____
Don R. Amunds, Chairman

**BREAKDOWN OF COST PER DAY – OKALOOSA ISLAND
(October 2013 – September 2016)**

TRASH PICK-UP

Time Frame: October 1 – February 28

Three (3) days per week (Monday/Wednesday/Friday)

10/01/2013 – 2/28/2014 65 days @ \$ _____ per day = \$ _____

10/01/2014 – 2/28/2015 64 days @ \$ _____ per day = \$ _____

10/01/2015 – 2/28/2016 65 days @ \$ _____ per day = \$ _____

Time Frame: March 1 – April 30

Seven (7) days per week

03/01/2013 – 04/30/2014 61 days @ \$ _____ per day = \$ _____

03/01/2014 – 04/30/2015 61 days @ \$ _____ per day = \$ _____

03/01/2015 – 04/30/2016 61 days @ \$ _____ per day = \$ _____

Time Frame: May 1 – September 30

Seven (7) days per week

05/01/2013 – 09/30/2014 153 days @ \$ _____ per day = \$ _____

05/01/2014 – 09/30/2015 153 days @ \$ _____ per day = \$ _____

05/01/2015 – 09/30/2016 153 days @ \$ _____ per day = \$ _____

MACHINE CLEANING – OKALOOSA ISLAND

Time Frame: October 1 – February 28

Two (2) days per week (Monday/Friday)

10/01/2013 – 02/28/2014 44 days @ \$ _____ per day = \$ _____

10/01/2014 – 02/28/2015 43 days @ \$ _____ per day = \$ _____

10/01/2015 – 02/28/2016 43 days @ \$ _____ per day = \$ _____

Time Frame: March 1 – April 30

Five (5) days per week (Monday, Tuesday, Wednesday, Friday, Saturday)

03/01/2013 – 04/30/2014 44 days @ \$ _____ per day = \$ _____

03/01/2014 – 04/30/2015 43 days @ \$ _____ per day = \$ _____

03/01/2015 – 04/30/2016 43 days @ \$ _____ per day = \$ _____

Time Frame: May 1 – September 30

Six (6) days per week (Sunday, Monday, Tuesday, Thursday, Friday, Saturday)

05/01/2013 – 09/30/2014 131 days @ \$ _____ per day = \$ _____

05/01/2014 – 09/30/2015 131 days @ \$ _____ per day = \$ _____

05/01/2015 – 09/30/2016 131 days @ \$ _____ per day = \$ _____

**BREAKDOWN OF COST PER DAY – DESTIN
(October 2013 – September 2016)**

TRASH PICK-UP

Time Frame: October 1 – February 28

Three (3) days per week (Monday/Wednesday/Friday)

10/01/2013 – 2/28/2014 65 days @ \$ _____ per day = \$ _____

10/01/2014 – 2/28/2015 64 days @ \$ _____ per day = \$ _____

10/01/2015 – 2/28/2016 65 days @ \$ _____ per day = \$ _____

Time Frame: March 1 – April 30

Seven (7) days per week

03/01/2013 – 04/30/2014 61 days @ \$ _____ per day = \$ _____

03/01/2014 – 04/30/2015 61 days @ \$ _____ per day = \$ _____

03/01/2015– 04/30/2016 61 days @ \$ _____ per day = \$ _____

Time Frame: May 1 – September 30

Seven (7) days per week

05/01/2013 – 09/30/2014 153 days @ \$ _____ per day = \$ _____

05/01/2014– 09/30/2015 153 days @ \$ _____ per day = \$ _____

05/01/2015 – 09/30/2016 153 days @ \$ _____ per day = \$ _____

MACHINE CLEANING – DESTIN

Time Frame: October 1 – February 28

Two (2) days per week (Monday/Friday)

10/01/2013 – 02/28/2014 44 days @ \$ _____ per day = \$ _____

10/01/2014 – 02/28/2015 43 days @ \$ _____ per day = \$ _____

10/01/2015 – 02/28/2016 43 days @ \$ _____ per day = \$ _____

Time Frame: March 1 – April 30

Five (5) days per week (Monday, Tuesday, Wednesday, Friday, Saturday)

03/01/2013 – 04/30/2014 44 days @ \$ _____ per day = \$ _____

03/01/2014 – 04/30/2015 43 days @ \$ _____ per day = \$ _____

03/01/2015– 04/30/2016 43 days @ \$ _____ per day = \$ _____

Time Frame: May 1 – September 30

Six (6) days per week (Sunday, Monday, Tuesday, Thursday, Friday, Saturday)

05/01/2013 – 09/30/2014 131 days @ \$ _____ per day = \$ _____

05/01/2014 – 09/30/2015 131 days @ \$ _____ per day = \$ _____

05/01/2015 – 09/30/2016 131 days @ \$ _____ per day = \$ _____

BID SHEET
OKALOOSA ISLAND & DESTIN, FLORIDA - BEACH CLEANING SERVICES
THREE (3) YEAR PERIOD

Award will be based on the bid in the best interest of the County. The owner retains the option to award and/or reject any or all bids.

Bidder agrees to provide all necessary supervision, labor, machines, tools, apparatus, and other means to all the work and finish all the material specified on this contract and approved by the County in the manner and time prescribed and according to the requirements of the County as therein.

NOTE: All entries in the proposal must be clearly, either typewritten or hand lettered legibly, in ink. Where indicated, bid prices must be written both in word and figures. A discrepancy between the amount shown in figures and the amount shown in words shall be grounds to disqualify the bid.

OKALOOSA ISLAND BID

TOTAL BID FOR SERVICES FROM
OCTOBER 1, 2013 – SEPTEMBER 30, 2014 \$ _____

TOTAL BID FOR SERVICES FROM
OCTOBER 1, 2014 – SEPTEMBER 30, 2015 \$ _____

TOTAL BID FOR SERVICES FROM
OCTOBER 1, 2015 – SEPTEMBER 30, 2016 \$ _____

GRAND TOTAL FOR THREE (3) YEARS \$ _____

DESTIN BID

TOTAL BID FOR SERVICES FROM
OCTOBER 1, 2013 – SEPTEMBER 30, 2014 \$ _____

TOTAL BID FOR SERVICES FROM
OCTOBER 1, 2014 – SEPTEMBER 30, 2015 \$ _____

TOTAL BID FOR SERVICES FROM
OCTOBER 1, 2015 – SEPTEMBER 30, 2016 \$ _____

GRAND TOTAL FOR THREE (3) YEARS \$ _____

Company Name

Authorized Signature

SUBMITTAL STATEMENT

The undersigned Bidder has examined the Specifications, General and Special Conditions, and other Contract Documents, and is acquainted with and fully understands the extent and character of the Work covered by the Proposal and the specified requirements for the proposed services.

The undersigned Bidder certifies that this Proposal is made in good faith, without collusion or connection with any person or persons bidding on the Work.

The undersigned Bidder certifies that no officer or agent of the County is directly or indirectly interested in this Bid.

The undersigned Bidder certifies that he has carefully examine the foregoing Proposal after the same was completed and has verified every item placed thereon; and agrees to indemnify, defend and save harmless the County against any cost damage or expense which may be incurred or caused by an error in his preparation of same.

RESPECTFULLY SUBMITTED:

Name of Bidder (typed)

By: _____

Bidder's Street Address

Bidder's Mailing Address

Phone Number

Fax Number

(CORPORATE SEAL)
ATTEST:

WITNESS:

DATE

Complete Appropriate Space:

() Corporation-

State of _____

Principal Office:

President/Owner

(Name)

(Street Address)

(City/State/Zip)

(Phone Number)

(FAX Number)

() Other-

Designated as follows: _____

Principal Office:

President/Owner

(Name)

(Street Address)

(City/State/Zip)

(Phone Number)

(FAX Number)

**MINUTES
REGULAR MEETING
DESTIN CITY COUNCIL
JULY 21, 2014
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 Mel Ponder	Councilmember Jim Wood
Councilmember Rodney Braden	Councilmember Jim Foreman
Councilmember Tuffy Dixon	Councilmember Sandy Trammell
Councilmember Prebble Ramswell	Councilmember Cyron Marler

Destin City Staff

City Manager Maryann Ustick	City Clerk Rey Bailey
IT Manager Webb Warren	HR Manager Chuck Garcia
Public Information Manager Doug Rainer	City Engineer David Campbell
Community Dev Director Ken Gallander	Library Director Jurate Burns
Parks & Rec Manager Lance Johnson	Finance Director Bragg Farmer
Land Use Attorney Scott Shirley	City Attorney Jerry Miller

CALL TO ORDER, INVOCATION AND PLEDGE OF ALLEGIANCE

Mayor Mel Ponder called the meeting to order at 6:00 PM. Councilmember Marler delivered the invocation; which was followed by the Pledge of Allegiance.

APPROVAL OF MINUTES

1. Request approval of the minutes of the July 7, 2014 regular council meeting

Motion by Councilmember Ramswell, seconded by Councilmember Trammell, to approve the minutes of the July 7, 2014 regular council meeting passed 7-0 (Council members Trammell, Wood, Marler, Foreman, Dixon, Ramswell, and Braden voted “yes”).

2. Request approval of the minutes of the June 2, 2014 regular council meeting

Motion by Councilmember Wood, seconded by Councilmember Ramswell, to approve the minutes of the June 2, 2014 regular council meeting passed 7-0 (Council members Trammell, Wood, Marler, Foreman, Dixon, Ramswell, and Braden voted “yes”).

SCHEDULED PRESENTATIONS FROM THE PUBLIC **

3. Okaloosa County presentation on beach cleaning – Mr. Ernie Padgett, Okaloosa County Administrator / Mr. John Hofstad, Okaloosa County Public Works Director

Okaloosa County Commissioner David Parisot made some clarifying statement informing Council that the City of Destin provides 18 percent of Okaloosa County's ad valorem taxes, not the 40-45 percent which some of the City Council members indicated during a recent meeting. He continued that since the ad valorem taxes only provide approximately 16 percent of the total County budget, Destin is only providing about 4 percent of the total County budget.

Mr. Taylor Ward, a Destin resident, spoke on the subject of beach cleaning. He objected to the City allowing the County to store beach refuse on City property. He stated that when the County decided to take over the beach cleaning service, they should have planned ahead and secured the equipment, facility, and a properly zoned area to conduct this kind of activity. He also stated that a lot of people have complained about the type of service the County has been providing the residents of Destin.

Mr. John Hofstad, Okaloosa County Public Works Director, detailed the County's procedures, agenda, methodology, and the obstacles they have to work around in terms of their beach cleanup operation:

- The County performs this service with an annual budget of \$268,000 which includes Destin and Okaloosa Island beaches. For comparison, the previous contract for Destin alone was \$241,180
- 6.5 miles of Destin beach are raked 5-6 days per week and trash is picked up daily; twice per day weather permitting
- 175 trash cans are served on Destin beaches alone
- On a typical day approximately 3,100 pounds of trash are removed from the Destin beaches
- Based on current data, the volume of trash they have collected in their time of service compared to previous years was 30 percent higher
- There is a very limited window of opportunity to be on the beach to empty the trash cans at first light
- By federal and state laws, they cannot operate on the beach in night hours. They law can only operate equipment on the beach ½ hour before sunrise to ½ hour after sunset. Violations of this law could result in significant fines for the County
- By State law, beach raking and trash pickup cannot commence until the Turtle Watch sweep is complete and clearance to enter the beach is given (typically between 5:45 – 6:15)
- There are problems with beach chairs and umbrellas that are placed on the beach, sometimes as early as 6:30 AM. Some of the visitors set their canopy up and leave the stakes in, then come set it up the next morning. There are no ordinances for the Destin beaches that regulate this type of practice. The

County's beach ordinance regulating personnel items left overnight on the beach does not apply to Destin's beaches

- The condominiums on Okaloosa Island do not own to the high water line. This is not the case in Destin, which presents unique challenges for the County.
- The trash has to be delivered to one of two transfer stations in the County. The closest one is on the west end of Fort Walton Beach. It would be impossible to drop off a load then come back to the beach for more especially during the middle of summer
- Trash can only be hauled to the transfer station 6 days per week. Transfer station is closed Sunday and only open till noon on Saturday
- The County staff approached Destin staff to work together to find a suitable site to store some of the beach refuse
- They request the use of the public services yard where trash could be stored and would not be visible from the roadway. It would be fenced in with net screening over it to limit any type of wind driven trash. This would only be a temporary solution.

Councilmember Trammell stated that the City has some avenues they could consider in regards to enabling the County to clear away the items left on the beach overnight.

The City's Land Use Attorney noted that the City has some obscure language in their beach management ordinance about items left on the beach that they would have to amend before they apply it. It included as part of a different provision that deals with a prohibition of open fires and the use of heated objects in areas where the City allows for open fires and barbecue grills to be operated on the beach; which there are none. He continued there is some language in the code that states all materials brought to the beach shall be removed from the beach by the owners who are users of such materials when they leave the beach. He further stated they would need to add, re-categorize, and supplement this language with some additional language about the circumstances under which that material can be removed by the company that is cleaning the beach.

Councilmember Trammell suggests that, since the County is asking to use City property to store beach refuse, they could agree to remove trash from the City's beach access points in return.

Mr. Hofstad stated that the County could absolutely support that request since they have to travel the same stretch of road every morning.

Councilmember Braden asked for the reason the County decided to take over the beach cleaning service.

According to Mr. Hofstad, there had been some legal issues involved, leading to the Board of County Commissioners' decision to conduct this service in house.

Councilmember Braden noted the public services yard where the County proposes to store beach refuse only measures 60' x 70'. He asked whether this would meet the space requirements for the County's beach cleaning equipment.

Mr. Hofstad replied this space was thoroughly evaluated by their engineering staff and found it to be conducive to their need.

Councilmember Dixon stated that Council did not get any advance notice that a City facility is being used to store beach refuse; and that it looked very unsightly to him when he first saw the garbage piled up during the July 4th weekend. He continued that he would be willing to support a partnership agreement between the City and County in this regard provided it is not a long-term agreement and that it has an expiration date. He added he would prefer the trash to be collected daily instead of having it on site for days.

Councilmember Ramswell stated that she works on the beach and sees what is happening on the beach on a daily basis; adding she had also received multiple photographs of the beach from people concerned about the beach. She continued that based on these photographs and her personal observations, it did not look like the beach is being raked daily.

With regards to the County's complaint about beach chairs being placed on the beach early impeding their beach cleaning efforts, Councilmember Ramswell suggests that the County reaches out to the beach vendors and establishes a relationship with them and asking them to delay putting up the chairs until after the beach has been raked.

Councilmember Ramswell also suggests that the County picks up trash in the evening instead of the morning, if they are only able to do it once a day, so that people are not greeted first thing in the morning with trash that has been seating out overnight. She added that if a second pickup is feasible, they could do it sometime between noon and 2:00 PM.

Mr. Hofstad stated they do not have the manpower to run different shifts and provide 12 hour coverage of the beach; however, this is something they could consider.

Councilmember Ramswell also expressed concern about rodents, infestations, and the health hazards associated with storing trash on city property; adding the facility is near several neighborhoods and apartment complex as well as the City Hall building and the Destin Dog Park.

Councilmember Wood offered a motion to allow temporary storage of beach refuse and beach cleaning equipment at the City of Destin maintenance facility by Okaloosa County; seconded by Councilmember Trammell.

The City Manager stated that if this motion passes, the City staff will continue to work with County staff and come back with a written agreement with the County.

Councilmember Ramswell suggests staff look into and include any mitigation of potential damages, effects on the immediate area, or anything that might be involved in this type of operation. She added they need to know whether the City's insurance would cover it and whether area zoning would allow it.

Mr. Hofstad noted the County has the level of expertise they could certainly apply to this matter.

The City Manager stated that zoning is not an issue as the City temporary stores beach trash they pick up from the City's beach access points on this site.

The Mayor called for a vote on the motion, which passes 7-0 (Council members Trammell, Wood, Marler, Foreman, Dixon, Ramswell, and Braden voted "yes").

PROJECT REPORTS AND COMMENTS FROM MAYOR AND COUNCIL

4. Councilmember Braden
5. Councilmember Ramswell
6. Councilmember Dixon
7. Councilmember Foreman

Councilmember Foreman recommends inviting the Tourist Development Department to come before the Council to provide some input on what they are working on in terms of their advertising campaigns; and other information that could be beneficial to the City of Destin such as finding some opportunity for funding of City parks

8. Councilmember Marler

Motion by Councilmember Marler, seconded by Councilmember Dixon, to appoint Skylar Babin and Summer Allen to the Destin Youth Council passed 7-0 (Council members Trammell, Wood, Marler, Foreman, Dixon, Ramswell, and Braden voted "yes").

9. Councilmember Wood
10. Councilmember Trammell
11. Mayor Ponder

STAFF REPORTS AND RECOMMENDATIONS

12. City Attorney comments
13. City Land Use Attorney comments
14. Ancillary Benefits and Health Plan Renewal Recommendations

The City Manager informed Council that a Benefits Quality Team was organized to assist in the review and recommendation for renewal of FY 15 Benefit Plans. She noted that almost every department, level, and tier of coverage within the City was represented. She also stated that Human Resources facilitated the meetings with the assistance of Finance and the City's agents.

The City's Human Resources Manager detailed the plan designs being offered by three insurance providers – United Health Care, Aetna, and Blue Cross Blue Shield – that submitted quotes to the City.

Councilmember Wood moved to authorize the City Manager to renew existing ancillary benefits with Guardian and to renew health benefits with BCBS Plan 03769 with its companion Health Savings Account Plan 05190/05191 to be effective September 1, 2014. Councilmember Trammell provided a second to the motion. Motion passed 7-0. (Council members Trammell, Wood, Marler, Foreman, Dixon, Ramswell, and Braden voted “yes”).

15. Outdoor seating and required parking analysis

The City Manager noted that a staff report regarding multimodal parking standards was presented to the CRA Board on July 7, 2014, at which time the Board approved a motion for staff to work with the City’s transportation consultant to finalize and recommend a series of audits and evaluations of all components of the multimodal system citywide, but emphasizing the total need and prioritized parking improvement implementation impacting the Harbor CRA; and then present it for further discussion and direction by the City Council.

The City Manager reported that based on the data and analysis, staff has determined the following parking conditions when outdoor seating areas are included in the required parking calculations for determining overall parking requirements:

- Harbor District: Deficiency in excess of 300 parking spaces
- Town Center: Surplus in excess of 10 parking spaces
- Other Areas: Surplus in excess of 200 parking spaces

Also according to the City Manager, in an effort to apply the findings from the data collection and analysis of the estimated parking deficiency as a result of not including outdoor seating areas in the parking requirement calculations, and to further continue to make improvements to the City’s long-term multi-modal transportation system, staff recommends finalizing a detailed scope of work from the City’s continuing transportation consultant, Renaissance Planning Group for the City Council to consider, and to conduct the following:

- Phase 1:
 - FY2015 – Phase 1A: Conduct a review and audit of the City’s MMTD regulations (Approximately \$15,000. Recommended in FY 2015 Budget to then commence October 2014)
 - FY2015 – Phase 1B: Conduct a Harbor District parking analysis, evaluation, report and recommendation to update the City’s “Destin Harbor Parking Master Plan of June 2004” and parking standards/regulations consistent with results from Phase 1A (Approximately \$15,000. Recommended in FY 2015 Budget to then commence October 2014)
 - FY2015/2016 – Phase 1C: Identify recommended amendments to the City’s multimodal regulations and provide a prioritized multimodal transportation infrastructure plan for implementation (Approximately \$50,000. Depending on progress made with Phase 1A and 1B, Phase 1C could proceed in FY2015 through a future Council approved FY2015 budget amendment or wait until FY2016)

- Phase 2:
 - FY2016: Harbor District Branding. Signage and Wayfinding Implementation Plan utilizing the City adopted “Family of Signs” template (Approximately \$25,000)
- Phase 3:
 - FY2016: Update the City’s Access Management Plan from 2006 and adopt regulations to support the Plan (Approximately \$8,000)

Councilmember Trammell moved to direct the City Manager to provide \$25,000.00 in the proposed FY2015 Budget in order for staff to finalize and present to the City Council for consideration and approval a detailed scope of work for Phase 1A and 1B as described in the staff report and that Phase 1C, depending on progress made with Phases 1A and 1B through FY2015, could proceed in FY2015 through a future City Council approved FY2015 budget amendment or be funded in FY2016 passed. Motion was seconded by Councilmember Wood. Motion passed 7-0 (Council members Trammell, Wood, Marler, Foreman, Dixon, Ramswell, and Braden voted “yes”).

16. Establishment of the FY 2015 tentative millage rate and budget hearing dates

The City Manager stated that in accordance to State Statute, they have to set the tentative millage rate and the public hearings dates in advance; adding they are recommending September 2nd and September 16th to ensure they have no conflict with any of the school board or the County budget hearings. She also provided the following information to Council:

- Current Year Property Values: \$4,030,635,340
- Prior Year Property Values: \$3,825,157,236
- Increase in Property Values: \$205,478,104
- % Increase: 5.4%
- % Increase Without New Taxable Values: 4.9%
- Current Millage Rate: 1.500 mills
- Current Millage Rollback Rate: 1.4262 mills
- Proposed Millage Rate: 1.500 mills

Councilmember Ramswell stated that one of the main things they need to do is update the Stormwater Master Plan as it would be a great benefit to the City of Destin. She expressed concern they would experience another rain event and find themselves in a situation like they did on April 30th. She continued that this is a great opportunity to set the millage rate high enough to take care of some of their infrastructure issues; and possibly gain enough revenue to cover the cost of increasing the Sheriff’s contract.

Councilmember Ramswell moved to set the tentative millage rate for ad valorem taxes at 1.68 mills which is greater than the rollback rate of 1.4262 mills and confirm the date and times of the public hearings for the FY2015 Budget for September 2, 2014 and September 16, 2014 at 6:00 PM. Motion dies for lack of a second.

Councilmember Foreman moved to set the tentative millage rate for ad valorem taxes at 1.500 mills which is greater than the rollback rate of 1.4262 mills and confirm the date and times of the public hearings for the FY2015 Budget for September 2, 2014 and September 16, 2014 at 6:00 PM; seconded by Councilmember Marler.

Councilmember Trammell stated that they could set the millage slightly higher and it would still give them enough revenue to complete the Stormwater Management Plan.

Councilmember Trammell offered a substitute motion to set the tentative millage rate for ad valorem taxes at 1.55 mills which is greater than the rollback rate of 1.4262 mills and confirm the date and times of the public hearings for the FY2015 Budget for September 2, 2014 and September 16, 2014 at 6:00 PM; seconded by Councilmember Ramswell. Motion failed 2-5 (Council members Trammell and Ramswell voted “yes”; Council members Wood, Marler, Foreman, Dixon, and Braden voted “no”).

The Mayor called for a vote on the original motion made by Councilmember Foreman, and seconded by Councilmember Marler, to set the tentative millage rate for ad valorem taxes at 1.500 mills which is greater than the rollback rate of 1.4262 mills and confirm the date and times of the public hearings for the FY2015 Budget for September 2, 2014 and September 16, 2014 at 6:00 PM. Motion passed 7-0 (Council members Trammell, Wood, Marler, Foreman, Dixon, Ramswell, and Braden voted “yes”).

The City Attorney announced that setting the tentative millage rate at 1.500 mills will produce approximately \$6,045,953 in ad valorem revenues which represents \$320,735 more tax revenue than FY2014; and that the dates and times of the next public hearings for the FY2015 Budget are Tuesday, September 2, 2014 and Tuesday, September 16, 2014, both at 6:00 PM.

17. Proposed ordinance that would prohibit sexually oriented businesses in the Industrial zoned properties fronting Airport Road

The City Manager noted that on March 30, 2009, the Destin City Council voted unanimously to adopt Ordinance 09-06-LC, which amended the City of Destin’s Code of Ordinances and Land Development Code (LDC) by providing standards for the regulation of Sexually Oriented Businesses. Since that time it has become apparent additional locational standards are necessary to protect businesses. She also noted that the proposed ordinance simply amends the LDC by requiring Sexually Oriented Businesses in the Industrial Zoning District to set back 330 feet south from the southern right-of-way boundary of Airport Road or 330 feet east from the eastern right-of-way boundary of Main Street. This will further limit those areas of the Industrial District Zoning District where sexually oriented businesses may be lawfully located in order to further minimize, control and mitigate against crime risk associated with sexually oriented businesses.

The Land Use Attorney noted these are setback regulations that specifically have been approved as an approach the City is entitled to use to regulate the secondary adverse effects. He continued that sexually oriented communications is a protective form of expression under the First

Amendment, and the City is not seeking to unreasonably regulate that form of communication. He also stated this regulation would be neutral as to the other pieces of Industrial zoning that are located at the end of the runway. These would still be areas where sexually oriented businesses could locate if a suitable site could be found in this area. He also stated for the record that they are confirming that suitable sites remain for the location of these sexually oriented businesses, and that he and another employee of the City were in these areas recently documenting that fact.

Mr. Shane Moody, President and CEO of the Destin Area Chamber of Commerce, came forward and informed the Council that his board urges the Council to prohibit sexually oriented businesses or strip clubs in the Industrial District.

Councilmember Trammell moved to send proposed Ordinance 14-10-LC to the Local Planning Agency for their review and recommendation; seconded by Councilmember Marler. Motion passed 7-0 (Council members Trammell, Wood, Marler, Foreman, Dixon, Ramswell, and Braden voted “yes”).

18. Proposed ordinance that would prohibit gambling and casinos in the City of Destin

The City Manager noted that at the June 2, 2014 Council meeting, the City Council approved a motion to develop an ordinance prohibiting gambling casinos, or similar types gambling establishments, in Destin and bring it back for Council consideration. She continued although gambling industries and casino hotels are not currently legal enterprises within the City of Destin under State statutory law, the City desires to insure that such uses will not be allowable within the City limits should a change to State law removes the current prohibition on such uses. She also stated that staff believes passage of this ordinance is necessary to preserve the basic character of the community of the City of Destin through prohibiting gambling industries and casino hotels in all zoning districts. She recommends that once this ordinance is adopted, Council to direct staff to coordinate with the County, or possibly create an inter-local agreement with the County, to address unincorporated areas of the County adjacent to the City where these types of businesses could potentially locate; as previously suggested by Councilmember Trammell.

Mr. Shane Moody returned to the podium to announce that the Chamber Board of Directors opposes the expansion of gambling in the State of Florida as well as in Okaloosa County and the City of Destin.

Councilmember Trammell moved to send proposed Ordinance 14-11-LC to the Local Planning Agency for their review and recommendation; seconded by Councilmember Wood.

Councilmember Wood noted that Florida passed new gun laws a few years back that preempted the City’s local gun laws; and as a result, the City had to amend some of their regulations. He asked if this could happen again if the State writes new laws about gambling.

According to the Land Use Attorney, it would really be a total surprise to him if the State preempts local zoning regulations to allow gambling everywhere; adding he expects the location of gambling facilities to remain a matter within zoning jurisdiction of local government if gambling is

legalized. He added that the firearm regulation was an issue which was intentionally preempted to the State level.

The Mayor called for a vote on the motion, which passes 7-0. (Council members Trammell, Wood, Marler, Foreman, Dixon, Ramswell, and Braden voted “yes”).

19. City Manager comments

- a. Request for approval of early release from duty

The City Manager requested an early release from duty so she could move with her family a week early; making her last day of duty on Monday, August 11th. She also reported that the incoming City Manager, Greg Kisela, has been able to obtain early release from his position at Port Orange and would be able to report for duty on Tuesday, August 12th.

Motion by Councilmember Wood, seconded by Councilmember Dixon, to allow an early release date of August 11, 2014 for City Manager Maryann Ustick passed 7-0. (Council members Trammell, Wood, Marler, Foreman, Dixon, Ramswell, and Braden voted “yes”).

Motion by Councilmember Wood, seconded by Councilmember Foreman, to allow an early reporting date of August 12, 2014 for incoming City Manager Greg Kisela passed 7-0. (Council members Trammell, Wood, Marler, Foreman, Dixon, Ramswell, and Braden voted “yes”).

The City Manager made the following announcements:

- Monday, July 28, 2014, at 5:30 PM – Comprehensive Plan Workshop
- Monday, August 11, 2014, at 5:30 PM – Budget Workshop

COMMENTS FROM THE AUDIENCE

Mr. Taylor Ward, who spoke earlier in the meeting, came back to the podium. He stated that the County is taking advantage of TDC funding, which covers all costs of taking care of the County parks. He continued that the City of Destin, who contributes 67 percent of the bed tax, is not seeing any of the funding brought into the City’s park department. The City of Destin is paying to have their park restrooms cleaned and grass mowed, which is essentially what the TDC is funding on Okaloosa Island. He suggests the City request the TDC funding and then do the job itself or contract it out as it has been done successfully for ten years.

Mr. Ward also stated that entering into an agreement with the County to store beach trash on City property would not be in the City’s best interest; adding the proposed location is not zoned for this type of use. He also noted there are plenty of private properties in areas that are zoned for this use that the County could rent.

Mr. Ward, who operates the Sandman Beach Cleaning service, showed the Council a poster board that depicts the work his company used to do when he had the contract with the County. He stated they did the job for over ten years without any documented complaint. He also stated they

have all the equipment and manpower to be able to do the job and do it right. He then distributed some documents containing proposed motions for Council to consider.

Mr. Larry Williges, a Destin resident and former Council member, stated that temporary storage of beach refuse was not a problem before when the commercial operation was charged with cleaning the beach; adding he does not understand why it is a problem now that the County runs this operation. He also reported learning that the commercial company stored the trash on Mountain Drive, which may not be zoned for that use either; adding the City really needs to take a closer look at this issue.

Having no further business at this time, the meeting was adjourned at 8:55 PM.

ADOPTED THIS 3RD DAY OF SEPTEMBER 2014

By:

Mel Ponder, Mayor

ATTEST:

Rey Bailey, City Clerk

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: March 15, 2021

TYPE OF AGENDA ITEM: City Manager Report

AGENDA OUTLINE NUMBER: 4.A.

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: March 8, 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. February 2021 Capital Projects

CITY OF DESTIN CAPITAL IMPROVEMENT PLAN - Monthly Status Report

Council Objective #		October 1, 2020 - February 28, 2021		FY2021 Budget*	YTD Actuals	YTD Encumbrances	FY2021 Available Budget	Status	Notes
		Renewal & Replacement - Facilities							
1		RR051	General Government	\$ 67,838	\$ 17,970	\$ 19,746	\$ 30,122	Started	Under \$15k renewals started
2		RR052	Public Safety	392,500	51,341	77,442	263,717	Started	Annex remodeling underway. Annex Parking Lot Resurfacing Task Order has been forwarded to the vendor.
3		RR053	Physical Environment (Stormwater, Cemetery)	300,000	-	-	300,000		Harbor Pump renewal procurement underway
4		RR057	Parks and Recreation	1,003,800	17,844	4,556	981,400	Started	Multiple under \$15k renewal/replacements started
5		RRVEH	Vehicles	272,500	-	217,103	55,397	Started	7 vehicles have been approved by Council. POs have been forwarded to the vendor.
		Renewal & Replacement - Infrastructure		-	-	-	-		
6	15,17,19	RR054	Roads, Sidewalks, Street Lighting (Mostly Gas Tax #1)	523,513	107,040	378,710	37,763	On Time	Work orders issued to continuing services contractors.
7		PW612	FY2020 Road Milling & Striping Program	299,012	258,226	40,874	(88)	Complete	
		Growth Necessitated & Comp Plan		-	-	-	-		
8		LB002	Library Impact Fee Projects	47,000	-	-	47,000	Started	POs in process for lighting and HVAC improvements.
9		NORG1	Norreigo Point Road	250,000	-	-	250,000		Project Number changed from PW612 to NORG1 to avoid overlap with incomplete prior year project
10		RC004	Park Impact Fee Projects	35,000	-	-	35,000		
11		SW53	Stormwater Master Plan	6,148	-	6,148	-	90% Complete	Jenkins is revising as per staff recommendations.
12		SW54	Stormwater Improvements (FDEP funded)	50,000	-	-	50,000		
13	8	TR618	Zerbe-Calhoun Pedestrian Pathway	828,420	-	638,677	189,743	Started	Preconstruction meeting 02/11/2021, construction to start 02/15/2021.
14	9	TR619	Sibert-Zerbe Parking Lot Consolidation	-	-	-	-		
15		TR620	ADA Transition - Pedestrian Facilities	100,000	-	-	100,000		
16			<i>Zerbe/Calhoun</i>	-	-	-	-	<i>Started</i>	<i>stop signs and speed bumps; bud adj \$6k</i>
17			<i>Sibert/Forrest safety</i>	-	-	-	-	<i>Started</i>	<i>bringings recommendations to March Council</i>
18			<i>Vintage Sidewalk</i>	-	-	-	-		<i>\$290k restricted</i>
		Citizen/Council Directed Projects		-	-	-	-		
19	1	CM001	Beach Acquisition	10,600,000	6,727,731	137,977	3,734,292	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).
20	7	EN615	Cross-Town Connector	1,475,000	49,215	337,828	1,087,957	In Progress	Re-design down to 2-lane in progress. The 30% plans were approved by Council in February 2021. TRIP (FDOT) ROW grant award to March 2021 council meeting. Okaloosa County Construction grant/interlocal agreement under review.
21	2	UNDER	Undergrounding	250,000	-	-	250,000	In Progress	Project Engineer contract will be presented to Council in March. City is negotiating franchise rates.
22			<i>Harbor Lane Easement Improvements</i>	-	-	-	-		<i>Easement improvements and lighting upgrades mid-2020 council requested \$25k (\$12-13k spent in 2020 on picnic tables, landscaping, stairwell, bike rack, dog station)</i>

CITY OF DESTIN CAPITAL IMPROVEMENT PLAN - Monthly Status Report

Council Objective #		October 1, 2020 - February 28, 2021		FY2021 Budget*	YTD Actuals	YTD Encumbrances	FY2021 Available Budget	Status	Notes
		Other Capital Projects		-	-	-	-		
23		CRH63	Captain Royal Melvin Hertiage Park and Plaza (RESTORE)	1,335,690	119,053	1,212,182	4,455	In Progress	NTP issued 01/04/2021. Construction is underway.
24		CRH64	Harbor CRA Wayfinding Plan Signage	30,000	-	-	30,000		
25		CRH65	Harbor and Bay Capacity Improvements	425,000	-	-	425,000		Harbor District Capacity study to begin Spring 2021
26		CRT17	Town Center CRA Easement Trail/Park Main to Mattie Kelly	10,000	-	-	10,000		Initial engineering estimates for phases of trail complete: Ph1 \$750k+Ph2 \$960k+Ph3 \$1.46m+ Ph \$4 1.8m=\$4.97m. Grant funding search underway.
27	01/21/20 Council Mtg Priority	EN617	Stahlman Ave Intersection Pedestrian Safety	22,044	23,694	-	(1,650)		
28	11/2/20 Council Mtg TOP PRIORITY	EN626	Main St/Kelly St Crosswalk Safety	19,080	19,508	-	(428)	In Progress	Report and recommendation on Dec 21
29		FM637	Clement Taylor Park Seawall (FEMA)	-	-	-	-	Complete	Working with FEMA to change classification for final reimbursement
30		IT001	COMPASS/Energov	111,878	64,093	14,003	33,783	Delayed	Revised "go-live" set for March/April 2021
31		IT002	CD Tech Fund Hardware/Software Replacements	-	-	-	-		Hardware will be purchased on an as needed basis
32		IT003	Other Hardware/Software Replacements	-	-	-	-		
33		LB001	Library Tablet Station, RFID and Mobil Ap	76,200	17,369	43,808	15,022	20% Complete	Tablets ordered. RFID tagging training scheduled. Tagging to begin early Feb 2021.
34		RC124	Morgan's Children's Park Playground Structure	-	-	-	-		
35		RC125	Buck Destin Restrooms	95,000	-	-	95,000		
36		RC127	Pickleball Court	1,500	-	-	1,500		Researching public-private partnership options. Engineering estimate on existing land \$110k. Reclassed FY2021 funding to upgrade Dalton Threadgill Batting Cages (expand foundation; add lighting).
37		RC216	Clement Taylor Park Renovations	729,918	5,456	-	724,462		Waiting on sub-recipient agreement
38		RC617	Batting Cages for Dalton Threadgill Park	59,564	42,723	16,841	-	85% Complete	Foundation and cage installed. Surrounding pad expanded and lighting requisitioned (transfer in from RC127 Pickleball).
39		SALLY	Hurricane Sally Damage Repairs	-	34,166	17,035	(51,201)	In Progress	
40		SW51L	NFWF Stormwater Projects	383,479	72,608	310,871	-	50% Complete	Construction of projects started in Dec. Cross St project is complete. Calhoun Ave project underway.
Total Funded Projects				\$ 19,800,083	\$ 7,628,037	\$ 3,473,801	\$ 8,698,245		

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

COUNCIL OBJECTIVES		5-Year Capital Budget	FY2021 Capital	Status
		Amount	Budget	
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 multi-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		<u>\$ 28,583,802</u>	<u>\$ 13,755,945</u>	
TOTALCAPITAL BUDGET		\$ 36,690,143	\$ 19,800,083	
% 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

FUND	ORG	OBJ	PROJECT	ACCOUNT	ACCOUNT DESCRIPTION	ORIGINAL APPR	REVISED BUDGE	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET
305	30558312	561000	CM001	305 -58-312-00-00-561000-CM001	CONSTRUCTION IN PROGRES	2,346,000	2,346,000	2,199,333.42	0.00	56,570.57	90,096
305	30557337	561000	CM001	305 -57-337-00-00-561000-CM001	LAND	6,254,000	6,254,000	3,968,215.89	0.00	81,406.43	2,204,378
305	30558500	561000	CM001	305 -58-585-00-00-561000-CM001	LAND	0	0	558,742.23	0.00	0.00	-558,742
305	30558500	565000	CM001	305 -58-585-00-00-565000-CM001	CONSTRUCTION IN PROGRES	2,000,000	2,000,000	1,439.70	0.00	0.00	1,998,560
302	30255231	565000	CRH63	302 -55-552-52-00-565000-CRH63	CONSTRUCTION IN PROGRES	28,090	28,090	28,110.09	0.00	0.00	-20
304	30455236	565000	CRH63	304 -55-552-36-00-565000-CRH63	CONSTRUCTION IN PROGRES	17,074	17,074	17,084.38	0.00	0.00	-10
305	30557331	565000	CRH63	305 -57-331-00-00-565000-CRH63	CONSTRUCTION IN PROGRES	1,216,530	1,216,530	73,858.83	52,269.42	1,138,228.92	4,442
315	31553800	565000	CRH63	315 -53-538-00-00-565000-CRH63	CONSTRUCTION IN PROGRES	18,025	18,025	0.00	0.00	18,025.00	0
315	31557200	565000	CRH63	315 -57-572-00-00-565000-CRH63	CONSTRUCTION IN PROGRES	55,971	55,971	0.00	0.00	55,928.07	43
110	11058500	565000	CRH64	110 -58-585-00-00-565000-CRH64	CONSTRUCTION IN PROGRES	30,000	30,000	0.00	0.00	0.00	30,000
305	30558500	531001	CRH65	305 -58-585-00-00-531001-CRH65	PROFESSIONAL SVCS	0	425,000	0.00	0.00	0.00	425,000
102	10258500	565000	CRT17	102 -58-585-00-00-565000-CRT17	CONSTRUCTION IN PROGRES	10,000	10,000	0.00	0.00	0.00	10,000
315	31554100	565000	EN615	315 -54-541-00-00-565000-EN615	CROSS-TOWN CONNECTOR	1,400,000	1,400,000	49,214.92	34,136.39	337,827.70	1,012,957
315	31554312	565000	EN615	315 -54-312-00-00-565000-EN615	CROSS-TOWN CONNECTOR	75,000	75,000	0.00	0.00	0.00	75,000
315	31554500	565000	EN617	315 -54-545-00-00-565000-EN617	CONSTRUCTION IN PROGRES	0	22,044	23,694.24	0.00	0.00	-1,650
305	30558500	565000	EN626	305 -58-585-00-00-565000-EN626	CONSTRUCTION IN PROGRES	0	19,080	19,508.13	0.00	0.00	-428
125	12552329	564090	IT001	125 -52-329-00-00-564090-IT001	COMPUTER EQ/SOFT TECHN	0	111,878	0.00	0.00	14,002.52	97,876
305	30552329	564090	IT001	305 -52-329-00-00-564090-IT001	COMPUTER EQ/SOFT TECHN	100,000	0	64,092.85	0.00	0.00	-64,093
305	30557331	564090	LB001	305 -57-331-00-00-564090-LB001	COMPUTER EQ/SOFT TECHN	0	75,272	17,369.40	5,945.00	43,808.31	14,094
305	30558500	565000	LB001	305 -58-585-00-00-565000-LB001	CONSTRUCTION IN PROGRES	76,200	928	0.00	0.00	0.00	928
315	31557100	565000	LB002	315 -57-571-00-00-565000-LB002	CONSTRUCTION IN PROGRES	47,000	47,000	0.00	0.00	0.00	47,000
315	31554100	565000	NORG1	315 -54-541-00-00-565000-NORG1	NORRIEGO POINT ROAD	250,000	250,000	0.00	0.00	0.00	250,000
300	30054312	565000	PW612	300 -54-312-00-00-565000-PW612	CONSTRUCTION IN PROGRES	0	299,012	258,226.35	0.00	40,873.80	-88
315	31557200	565000	RC004	315 -57-572-00-00-565000-RC004	CONSTRUCTION IN PROGRES	35,000	35,000	0.00	0.00	0.00	35,000
305	30558500	565000	RC125	305 -58-585-00-00-565000-RC125	CONSTRUCTION IN PROGRES	95,000	95,000	0.00	0.00	0.00	95,000
315	31557200	565000	RC127	315 -57-572-00-00-565000-RC127	CONSTRUCTION IN PROGRES	30,000	1,500	0.00	0.00	0.00	1,500
305	30557331	565000	RC216	305 -57-331-00-00-565000-RC216	CONSTRUCTION IN PROGRES	729,918	729,918	5,456.28	5,456.28	0.00	724,462
315	31557200	563000	RC617	315 -57-572-00-00-563000-RC617	INFRASTRUCTURE	0	59,564	42,722.60	0.00	16,841.13	0
300	30058585	562000	RR051	300 -58-585-00-00-562000-RR051	BUILDINGS	0	5,638	5,637.80	0.00	0.00	0
300	30058585	565000	RR051	300 -58-585-00-00-565000-RR051	CONSTRUCTION IN PROGRES	62,200	62,200	12,332.12	0.00	19,746.06	30,122
300	30058585	564000	RR052	300 -58-585-00-00-564000-RR052	MACHINERY AND EQUIPMEN	0	0	2,050.00	2,050.00	0.00	-2,050
300	30058585	565000	RR052	300 -58-585-00-00-565000-RR052	CONSTRUCTION IN PROGRES	392,500	392,500	49,290.88	47,298.89	77,442.37	265,767
300	30058585	565000	RR053	300 -58-585-00-00-565000-RR053	CONSTRUCTION IN PROGRES	300,000	300,000	0.00	0.00	0.00	300,000
300	30054312	565000	RR054	300 -54-312-00-00-565000-RR054	CONSTRUCTION IN PROGRES	468,000	468,000	91,066.50	3,524.86	376,933.50	0
300	30058585	565000	RR054	300 -58-585-00-00-565000-RR054	CONSTRUCTION IN PROGRES	0	55,513	15,973.54	8,050.34	1,776.50	37,763
300	30058585	564000	RR057	300 -58-585-00-00-564000-RR057	MACHINERY AND EQUIPMEN	0	3,465	0.00	0.00	0.00	3,465
300	30058585	565000	RR057	300 -58-585-00-00-565000-RR057	CONSTRUCTION IN PROGRES	1,003,800	1,000,335	17,843.88	4,974.07	4,555.81	977,935
300	30058585	564000	RRVEH	300 -58-585-00-00-564000-RRVEH	MACHINERY AND EQUIPMEN	272,500	272,500	0.00	0.00	217,103.00	55,397
305	30557331	565000	SALLY	305 -57-331-00-00-565000-SALLY	CONSTRUCTION IN PROGRES	0	0	34,165.73	3,885.83	16,076.61	-50,242
305	30558500	565000	SALLY	305 -58-585-00-00-565000-SALLY	CONSTRUCTION IN PROGRES	0	0	0.00	0.00	958.59	-959
305	30553331	565000	SW51L	305 -53-331-00-00-565000-SW51L	CONSTRUCTION IN PROGRES	0	383,479	72,607.50	0.00	310,871.25	0
315	31554312	565000	SW53	315 -54-312-00-00-565000-SW53	CONSTRUCTION IN PROGRES	0	6,148	0.00	0.00	6,147.50	0
315	31553329	565000	SW54	315 -53-329-00-00-565000-SW54	CONSTRUCTION IN PROGRES	50,000	50,000	0.00	0.00	0.00	50,000
305	30558500	565000	TR618	305 -58-585-00-00-565000-TR618	ZERBE-CALHOUN PEDESTRIA	250,000	230,920	0.00	0.00	41,177.00	189,743
315	31554100	565000	TR618	315 -54-541-00-00-565000-TR618	ZERBE-CALHOUN PEDESTRIA	350,000	350,000	0.00	0.00	350,000.00	0
315	31554500	565000	TR618	315 -54-545-00-00-565000-TR618	ZERBE-CALHOUN PEDESTRIA	252,000	247,500	0.00	0.00	247,500.00	0
315	31554500	565000	TR620	315 -54-545-00-00-565000-TR620	CONSTRUCTION IN PROGRES	100,000	100,000	0.00	0.00	0.00	100,000
305	30558312	565000	UNDER	305 -58-312-00-00-565000-UNDER	CONSTRUCTION IN PROGRES	250,000	250,000	0.00	0.00	0.00	250,000

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: March 15, 2021

TYPE OF AGENDA ITEM: City Manager Report

AGENDA OUTLINE NUMBER: 4.B.

TO: City Council

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

FROM: Krystal Strickland, Finance Director

DATE: March 11, 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 0131 YTD Budget Vs Actuals

CITY OF DESTIN - MONTHLY FINANCIAL REPORT
10/01/2020 - 1/31/2021

	FY2021 BUDGET*	FY2021 YTD ACTUAL	FY2021 PROJECTION
01 GENERAL FUND			
01-31 Ad Valorem Taxes	8,099,316	7,307,959	8,099,316
01-31 Delinquent Ad Valorem Taxes	5,000	1,672	5,000
01-31 Sales and Use Taxes	2,632,344	1,008,361	2,632,344
01-32 Licenses and Permits	3,277,311	1,213,473	3,277,311
01-33 Intergovernmental	10,789,851	4,629,755	10,798,481
01-34 Charges for Services	499,843	106,682	499,843
01-35 Fines and Forfeitures	26,520	20,687	26,520
01-36 Miscellaneous Revenue	313,801	9,492	313,801
01-32 Impact Fees	44,000	-	44,000
TOTAL REVENUES	25,687,986	14,298,081	25,696,616
01-51 General Government	4,624,134	1,335,710	4,548,763
01-52 Public Safety	3,584,206	1,088,904	4,129,747
01-53 Physical Environment	55,369	7,011	56,623
01-54 Transportation	2,212,291	479,315	2,309,383
01-55 Economic Environment	25,000	3,302	25,000
01-56 Human Services	115,000	19,156	114,169
01-57 Culture and Recreation	3,182,245	804,153	3,185,034
01-59 Capital Outlay	37,400	19,976	37,400
01-59 Debt Service	544,913	466,879	544,913
TOTAL EXPENDITURES	14,380,559	4,224,407	14,951,033
Excess (deficiency) of revenues over expenditures	11,307,427	10,073,675	10,745,583
01-38 Transfers In	-	-	-
01-58 Transfers Out	(15,818,114)	(7,551,636)	(15,697,655)
Total other financing sources (uses)	(15,818,114)	(7,551,636)	(15,697,655)
Net change in fund balances	(4,510,687)	2,522,039	(4,952,072)
Fund Balance (deficit), Beginning	25,503,244	25,503,244	25,503,244
Fund Balance (deficit), Ending	20,992,557	28,025,282	20,551,172

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

CITY OF DESTIN - MONTHLY FINANCIAL REPORT
10/01/2020 - 1/31/2021

	FY2021 BUDGET*	FY2021 YTD ACTUAL	FY2021 PROJECTION
102 TOWN CENTER CRA			
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	-	372	-
TOTAL REVENUES	978,886	972,191	978,886
102-55 Economic Environment	134,425	21,470	134,425
102-59 Capital Outlay	10,000	-	10,000
TOTAL EXPENDITURES	144,425	21,470	144,425
Excess (deficiency) of revenues over expenditures	834,461	950,722	834,461
102-38 Transfers In	-	-	-
102-58 Transfers Out	(731,281)	(243,737)	(731,281)
Total other financing sources (uses)	(731,281)	(243,737)	(731,281)
Net change in fund balances	103,180	706,984	103,180
Fund Balance (deficit), Beginning	(2,390,520)	(2,390,520)	(2,390,520)
Fund Balance (deficit), Ending	(2,287,340)	(1,683,536)	(2,287,340)

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

	FY2021 BUDGET*	FY2021 YTD ACTUAL	FY2021 PROJECTION
110 HARBOR CRA			
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	-	160	-
TOTAL REVENUES	662,898	660,542	662,898
110-55 Economic Environment	71,675	8,842	71,675
110-59 Capital Outlay	30,000	-	30,000
TOTAL EXPENDITURES	101,675	8,842	101,675
Excess (deficiency) of revenues over expenditures	561,223	651,700	561,223
110-38 Transfers In	-	-	-
110-58 Transfers Out	(554,590)	(186,005)	(554,590)
Total other financing sources (uses)	(554,590)	(186,005)	(554,590)
Net change in fund balances	6,633	465,695	6,633
Fund Balance (deficit), Beginning	168,768	168,768	168,768
Fund Balance (deficit), Ending	175,401	634,463	175,401

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

CITY OF DESTIN - MONTHLY FINANCIAL REPORT
10/01/2020 - 1/31/2021

FUND BALANCE - ALL FUNDS	FY2021 BUDGET*	FY2021 YTD ACTUAL	FY2021 PROJECTION
Beginning Fund Balance	29,821,539	29,673,040	29,673,040
Nonspendable	2,287,340	1,683,536	2,287,340
Restricted	1,317,764	4,159,542	1,338,940
Committed	9,864,243	9,864,243	9,864,243
Assigned	1,277,284	5,706,063	5,247,001
<i>Unassigned</i>	<i>6,046,604</i>	<i>12,253,986</i>	<i>1,600,349</i>
Ending Fund Balance	20,793,235	33,667,370	20,337,873

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

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: March 15, 2021

TYPE OF AGENDA ITEM: Action Item

AGENDA OUTLINE NUMBER: 4.C.

TO: City Council

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

FROM: Krystal Strickland, Finance Director

DATE: March 10, 2021

SUBJECT: Debt Financing - Bank RFP

I. BACKGROUND: At the March 1, 2021, staff presented a plan to issue a request for proposals (RFP) to financial institutions in the amount of approximately \$12.5 million to issue new debt (\$4.7m), and to refinance two existing bank notes, the General Fund 2015A (\$4m) and Harbor CRA 2009 (\$3.7m), and to pay cost of issuance. Attached is the Bank RFP that staff (with Council approval) will issue to the public for the period March 16 - April 15, 2021.

II. DISCUSSION: The proceeds of this debt issuance will be used to reimburse the City for expenditures made to expand public beach access, to refund the City's outstanding Harbor CRA Revenue Note Series 2009, to refund the City's General Fund 2015A Note, and to pay costs of issuance. Staff will distribute this RFP by March 18, 2021, and we have set the response due-date to April 15, 2021. Bond Counsel and the Financial Advisor will provide technical assistance to the Bid Committee to rank and score the bid responses at a recorded meeting that is open to the public that will be held on April 22, 2021.

The ordinance referenced in the RFP is being developed by bond counsel, the city attorney and city staff and is expected to be presented for first reading at the May 3, 2021 regular council meeting. A draft version is attached to the RFP as Appendix "B."

The Harbor CRA Advisory Committee has been introduced to the concept and they are prepared to review an interlocal agreement between the City and the CRA regarding debt service on their portion of the refinanced debt at their May meeting. The Harbor CRA-AC's recommendation will be presented to the Destin CRA on the same night the Interlocal is presented to the City Council for approval. Councilmembers also serve as Destin CRA

members.

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

B. Effect on Budget (EOB): A budget amendment will be brought forth to the May regular council meeting with the bid committee's recommended bank proposal.

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

III. CONCLUSION:

IV. RECOMMENDED MOTION: I authorize and direct the City Manager to issue the attached Request for Proposals.

Attachments:

1. RFP Cover
2. RFP - Destin FL - 2021 CBA_5
(clean)

**REQUEST FOR PROPOSALS (RFP)
TAX-EXEMPT LOAN FINANCING**

RFP No. 21-03-FIN

**RFP DUE DATE: APRIL 15, 2021 3:00 P.M. CST
4200 Indian Bayou Trail
Destin, FL 32541**



**REQUEST FOR PROPOSALS
TAX-EXEMPT LOAN FINANCING
RFP No. 21-03-FIN**

Sealed Requests for Proposals (RFP's) will be received in City Clerk's Office, City of Destin, 4200 Indian Bayou Trail, Destin, FL 32541 on or by: **Thursday, April 15, 2021, Not Later Than 3:00 P.M. (CST).**

RFP's will be opened in: **4200 Indian Bayou Trail, Destin, FL 32541
CITY HALL BOARD ROOM**

One (1) original, so designated, four (4) copies (total of five (5) submissions) and one digital copy of the response shall be submitted in a sealed package clearly marked on the outside: "RFP No. 21-03-FIN TAX-EXEMPT LOAN FINANCING" and addressed to: City of Destin, City Clerk's Office, 4200 Indian Bayou Trail, Destin, FL 32541.

All RFP's will be publicly opened and only the names of the Respondents will be disclosed. RFP's received after the assigned date and time will NOT be considered.

ATTENTION ALL INTERESTED RESPONDENTS:

Prospective respondents should contact the City Clerk's Office to obtain either an electronic or paper version of the bid documents by calling 850-837-4242 or e-mail: clerk@cityofdestin.com

Any questions relative to any item or portion(s) of this solicitation should be directed to the City Clerk's Office, 850-837-4242 with Office Hours: MONDAY – FRIDAY, 8:00 A.M. TO 5:00 P.M. or email at clerk@cityofdestin.com.

CITY OF DESTIN

LANCE A. JOHNSON
CITY MANAGER

REQUEST FOR PROPOSALS: Tax-Exempt Loan Financing

City of Destin, Florida

\$12,500,000*

Non-Ad Valorem Revenue Note, Series 2021A

The City of Destin, Florida (the "City") is seeking proposals from qualified financial institutions (each, a "Lender") interested in providing direct, tax-exempt loan financing to the City in the form of a Non-Ad Valorem Revenue Note, Series 2021A (the "2021A Note").

Use of Proceeds

Proceeds of the 2021A Note will be used i) to reimburse expenditures made for and/or finance the acquisition of property within the City to expand public beach access, ii) to refund, on a current basis, the City's outstanding Non-Ad Valorem Refunding Revenue Note, Series 2015A (the "2015A Note"), iii) to refund, on a current basis, the City's outstanding Harbor Community Redevelopment Area Phase I Revenue Note, Series 2009 (as modified) (the "2009 Note"), and iv) to pay costs of issuance.

The City is pursuing refundings of the 2015A Note and the 2009 Note solely to reduce debt service expenses. If proposals received by the City do not meet the City's savings targets (which shall not be disclosed) or if those proposals include terms and/or conditions which the City deems unsuitable, the refunding(s) shall be excluded from the 2021A Note. The City in its sole and absolute discretion will determine whether its savings target is met and if it is not met, or if the City determines that it is in the public's best interest not to accept either or both of the terms of the refunding of the 2015A Note or the 2009 Note, then the City may elect to exclude same from the 2021A Note.

Tax Status of the 2021A Note

Interest on the 2021A Note will be exempt from Federal income taxes. The 2021A Note will NOT be designated as a qualified tax-exempt obligation under Section 265(b)(3) of the Internal Revenue Code, as amended.

Security / Source of Repayment

The 2021A Note and interest thereon will be payable solely from and secured by a covenant to budget and appropriate legally available non-ad valorem revenues, subject to customary caveats.

Structure / Interest Calculation

The City is amenable to various debt service payment schedules, including monthly payments to be made via auto-debit. Such payments shall begin on June 15, 2021 and conclude on March 15, 2029. Lenders may also propose annual principal payments to be made on March 15th of each year, from 2021 through 2029. If principal is paid annually, interest shall be paid no less than semiannually, on March 1st and September 1st of each year, beginning on September 1, 2021. Interest shall be calculated using a fixed rate and, preferably, using a 360-day year consisting of twelve 30-day months. An estimated amortization schedule for the 2021A Note can be found in Appendix A.



Other

The City reserves the right to waive minor informalities in any proposal, to accept any proposal which the City considers to be in the best public interest, and to reject any part of, or any and all proposals. Proposals will be evaluated based upon the lowest cost and terms most favorable to the City as determined by the City in its sole and absolute discretion.

The City is represented by Anchors Smith Grimsley, PLC (General Counsel), Bryant Miller Olive P.A. (Bond Counsel), and Ford & Associates, Inc. (Municipal Advisor). The financing will be a private placement and the City is not preparing any disclosure information. Ford & Associates, Inc. is serving in the sole capacity of municipal advisor to the City and not as a placement agent for the transaction.

Anticipated Financing Schedule (preliminary; subject to change)

03/18/2021	RFP Distribution
04/07/2021	Deadline for Questions Regarding RFP
04/15/2021	Proposals due from Interested Lenders
04/22/2021	Bid Committee evaluation
05/03/2021	Selection of Proposal for Negotiation and Council Consideration
05/10/2021	Documentation Deadline for Council Meeting
05/17/2021	Council Meeting for Transaction Consideration; Document Signing to Follow
05/21/2021	Closing; Prepayment of 2015A Note; Prepayment of 2009 Note

The City reserves the right to alter, modify, and amend this schedule in its sole and absolute discretion.

Submittal Requirements

1. Respondents should submit one (1) original and four (4) copies of their proposal, as well as an electronic copy of their proposal in searchable PDF format, in a sealed envelope no later than **3:00PM Central on April 15, 2021** to the following address:

Council Chambers, City Hall
4200 Indian Bayou Trail
Destin, FL 32541

It is the respondent's responsibility to ensure timely arrival of their proposal.

2. The Lender must be able to close and fund the 2021A Note on or about May 21, 2021 (subject to change). Lenders who agree to hold their proposed interest rate constant from the due date to the closing date without a breakage fee may be viewed more favorably than Lenders proposing rates subject to market movement.
3. The Lender must include all costs, fees, and expenses of the Lender and a cap on any counsel's fees and expenses of the Lender. Such figures will be used in calculating the net cost of the proposal.
4. The Lender must specify whether the 2021A Note is subject to prepayment at the option of the Lessee and, if so, the terms of such prepayment. Inexpensive and early optional prepayment will be considered more favorable to the City.



5. The Lender must provide the name and contact information for one (1) other local government, preferably in Florida, that the Lender has provided financing for and the City may contact as a reference.
6. The Lender must provide any material changes to the Proposed Ordinance prepared by the City's Bond Counsel, which is attached to this RFP as Appendix B. Any comments to the Ordinance shall be provided as part of the proposal. Comments to the Ordinance received after the proposal is due shall not be considered. The City reserves the right to alter, modify, and amend the Ordinance attached as Appendix B until its adoption at second reading by the City Council.
7. The successful Lender shall also be required to provide the Lessee with truth-in-bonding statement and disclosure letter satisfying the requirements of Section 218.385(1), Florida Statutes and a certification enabling the City to determine the issue price for purposes of the Internal Revenue Code of 1986, as amended.
8. The City cannot accept provisions that are legally problematic under Federal or Florida law, nor any provisions that could adversely impact (or create the appears of an adverse impact on) other debtholders. Such provisions include, but are not limited to, acceleration of principal, cross-default, and yield maintenance provisions not limited in scope and/or linked to factors outside the control of the City.
9. The City reserves the right to negotiate all terms and conditions as part of its evaluation, and such terms and conditions are subject to approval of the City's General Counsel and Bond Counsel.

Cone of Silence

Communication regarding this RFP shall be limited to the submission of questions as described herein. Other than questions submitted via email to the individuals listed below, potential respondents shall not contact or otherwise discuss this RFP with employees, officers, or agents of the City, nor with its advisors or counsels unless contacted by the same in response to a question submitted via email as described below. Any attempts to influence the outcome of the City's evaluation will result in rejection of that firm's proposal.

Questions

Any questions concerning this RFP should be submitted to the City and the City's Financial Advisor no later than April 7, 2021 at the following email addresses:

rbailey@cityofdestin.com
jwford@fordassocinc.com
wreed@fordassocinc.com
jonford@fordassocinc.com

Audited Financial Statements and Budget Documents

The City's annual budgets may be accessed at:

<https://www.cityofdestin.com/DocumentCenter/Home/Index/65>

The City's audited annual financial statements may be accessed at:

<https://www.cityofdestin.com/DocumentCenter/Home/Index/67>



Other Information

The City reserves the right to accept or reject any or all responses submitted and to waive informalities and minor irregularities in any response reviewed and to request resubmission. The City reserves the right to award the financing to the Lender who provides the response and a resulting negotiated agreement which is most advantageous to the City. The City shall be the sole judge of the response and the resulting negotiated agreement that is in its best interest.

All terms and conditions required by respondents should be included within their response. The City will not accept provisions that would result in changes in the interest rate resulting from events or circumstances outside of the City's control.

All costs of responding to this RFP are the responsibility of each respondent and may not be charged to the City, either directly or indirectly. All fees and expenses, including legal fees of each respondent, are on a contingency basis and shall only be paid if and when the financing closes. Any dispute concerning the timeliness of a response shall be resolved against the respondent.

All applicable laws and regulations of the State of Florida and policies and resolutions of the City will apply to any resulting agreement.

Prior to any closing of the 2021A Note, the Lender selected by the City must provide the City with a disclosure statement containing the information required by Section 218.385(6), Florida Statutes and a Truth-In-Bonding Statement pursuant to Section 218.385(2), Florida Statutes.

The Lender selected by the City will be required to make certain certifications at closing, including certificates necessary for Bond Counsel to deliver their opinion, and to the effect of the following:

- We are engaged in the business of entering into loan transactions similar to the 2021A Note.
- We are purchasing the 2021A Note for our own account (or the account (s) of our banking affiliates) for investment purposes and not for resale; provided, however, that subject to our compliance with federal and state securities laws applicable to us and the transfer restrictions set forth in the 2021A Note, we reserve the right to transfer the 2021A Note or any part thereof or interest therein at any time in our sole discretion. The interest rate represented by the 2021A Note was negotiated pursuant to an arms-length transaction. The full principal amount represented by the 2021A Note will be advanced by the Lender on this date to the City.
- We are a [bank/bank subsidiary] and we have sufficient knowledge and experience in financial and business matters, including the purchase and ownership of tax-exempt obligations, to be capable of evaluating the merits and risks of our investment in the 2021A Note.
- We are able to bear the economic risk of our investment in the 2021A Note.
- We understand, acknowledge, and agree that the 2021A Note have not been and will not be registered under the 1933 Act or the securities or Blue Sky laws of any state and are not listed on any stock or securities exchange.



- We understand that no offering statement, prospectus, offering circular, official statement or other disclosure document containing material information with respect to the City or the 2021A Note is being or has been prepared, and that, with due diligence, we have made our own inquiry and analysis with respect to the City, the 2021A Note, and the security therefor.
- We have received all financial and other information regarding the City that we have requested and which we consider relevant or necessary to make an informed decision to invest in the 2021A Note. We have made our own inquiry into the creditworthiness of the City, we have received all the information that we have requested from the City or any agents or representatives thereof, and we have been afforded a reasonable opportunity to ask questions about the terms and conditions of the offering, the 2021A Note, the security therefor, and the City.
- We understand that Ford & Associates, Inc. serves as municipal advisor to the City and represents solely the interests of the City and not those of the lender.



Appendix A

Estimated Loan Amortization Schedule (Fiscal Year Total)

Year Ending	Total Principal
9/30/2021	\$ 510,415
9/30/2022	1,526,711
9/30/2023	1,529,142
9/30/2024	1,553,930
9/30/2025	1,581,053
9/30/2026	1,610,490
9/30/2027	1,639,505
9/30/2028	1,667,562
9/30/2029	841,019
Total	\$ 12,459,827

Avg. Life 4.06 yrs

A monthly breakdown is available upon request. All figures are estimated and subject to change.



Appendix B

Proposed Ordinance



CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: March 15, 2021

TYPE OF AGENDA ITEM: City Manager Report

AGENDA OUTLINE NUMBER: 4.D.

TO: City Council

THRU: Lance Johnson, City Manager
Louis Zunguze, Community Development Director
Kimberly Kopp, Land Use Attorney

FROM: Donald Smith, City Engineer
Joe Bodi, Engineering Asst. II
Traci Goodhart, Planner/Stormwater Manager

DATE: March 10, 2021

SUBJECT: Inventory of City-Wide Rights-of-Ways (ROW), Properties, and Easements with Waterfront Access

I. BACKGROUND: June 1, 2020 – City Council directed staff to provide an inventory of all city-wide ROW with waterfront access.

June 15, 2020 – Staff provided a presentation to City Council. Staff was asked to bring back before Council a comprehensive list of ALL City-wide ROW, properties, and easements with waterfront access.

II. DISCUSSION: A total of thirty (30) ROWs, properties and easements have been identified as having waterfront access. City Staff did not include the Harbor Boardwalk Easements in the report due to the fact that these easements have an expiration. The easements identified in the report are granted in perpetuity. The City inventory includes:

- ROW – 14
- Properties – 10
- Easements – 6

A. Link to Strategic Goals / Objectives: Beach/Waterfront Access

B. Effect on Budget (EOB): None

C. Level of Service (LOS): Protects waterfront access for future public use.

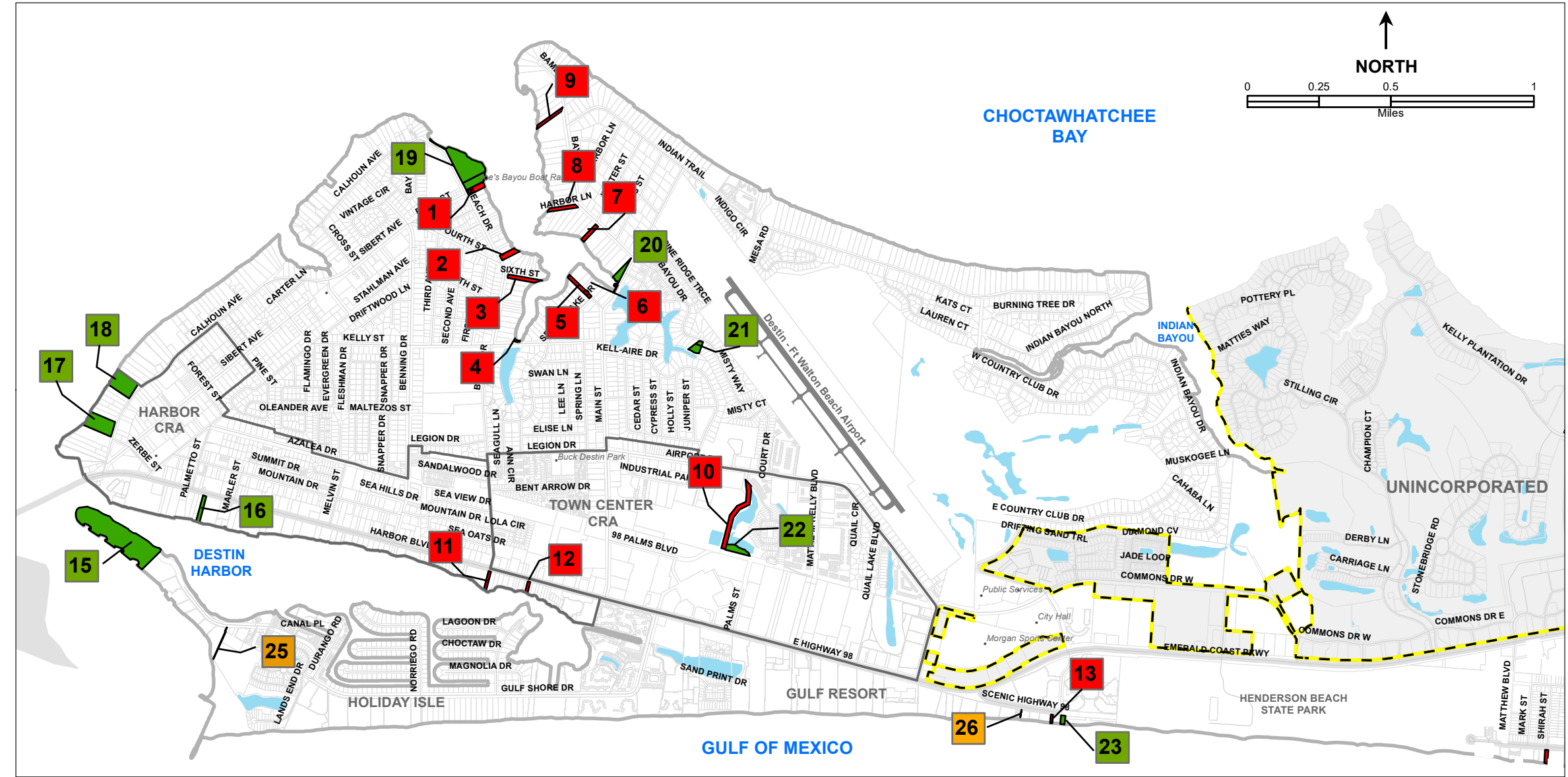
III. CONCLUSION: The list provided includes ALL known City-wide ROW, properties,

and easements with waterfront access. Staff requests any potential locations that have not been identified in the report besides the Harbor Boardwalk Easement.

IV. RECOMMENDED MOTION: This is an informational item.

Attachments:

1. City Wide ROWs_ColoredLabels
2. Waterfront ROWs CC_TG
3. City Waterfront Parcels



▲ West Destin
▼ East Destin

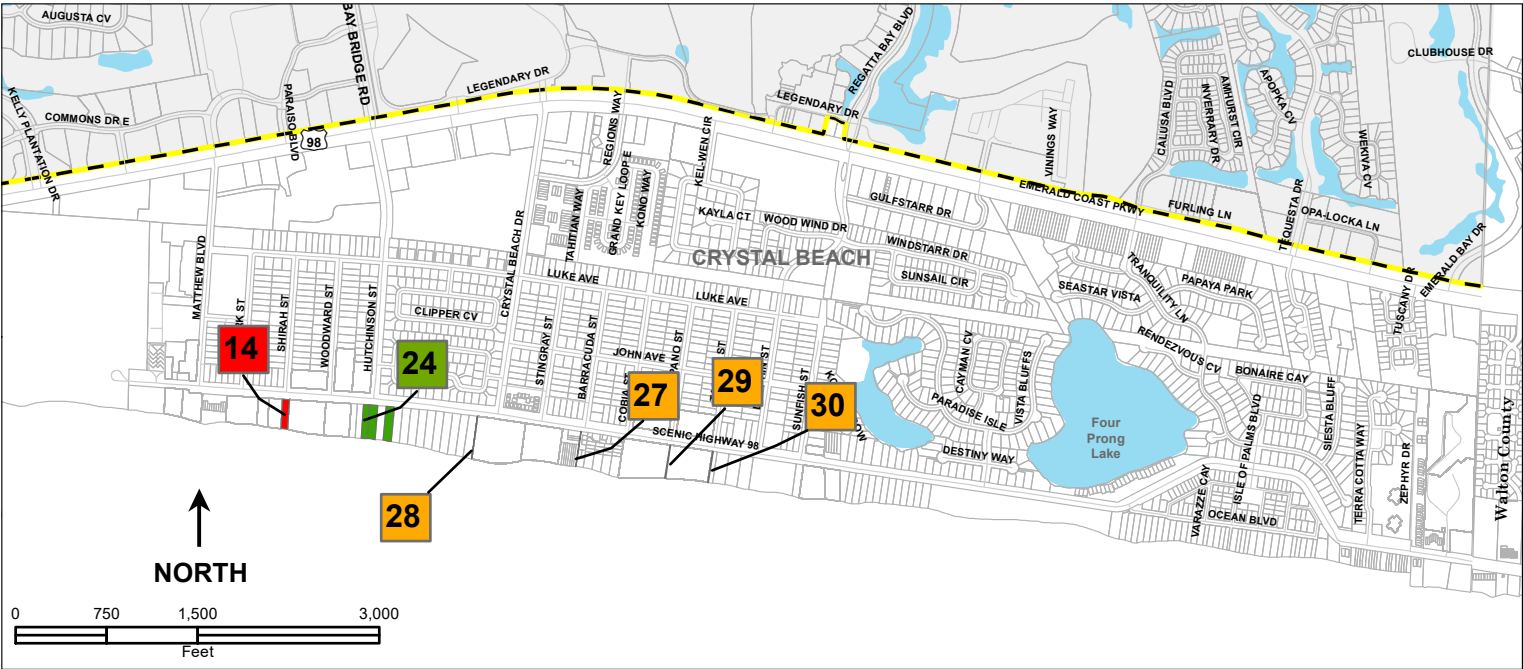
LEGEND

City Limit Line

Right of Ways

Easements

City Properties

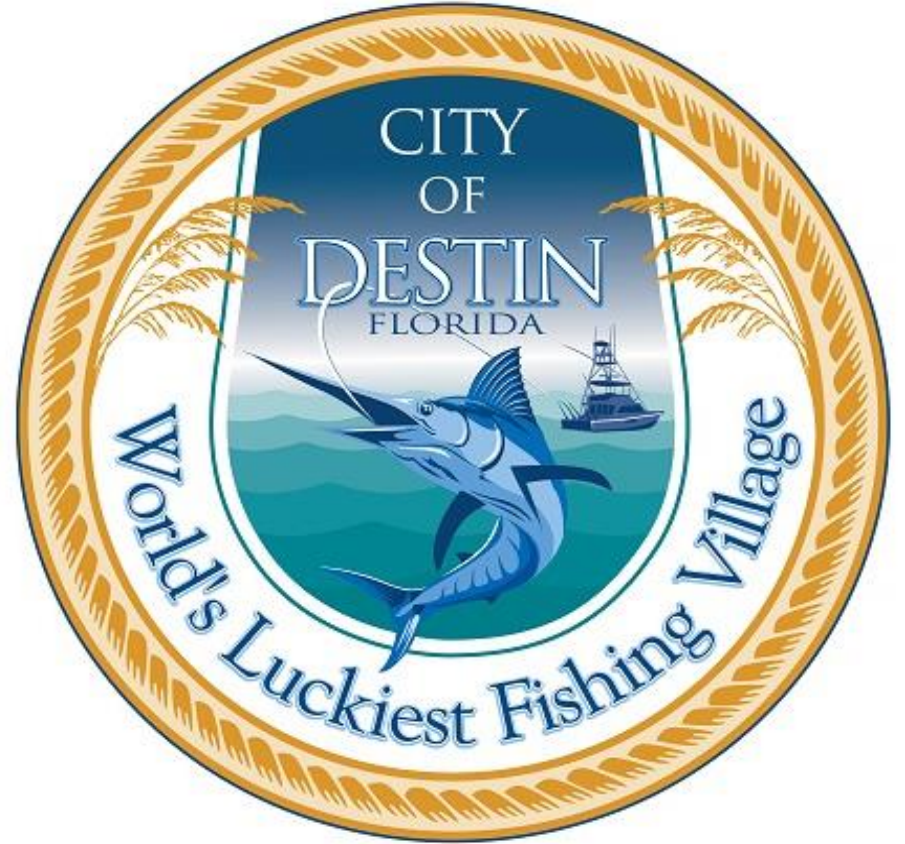


City Wide Right of Way, Properties and Easements with Waterfront Access

NUMBER	NAME	TYPE	DESCRIPTION
1	First Street at Joe's Bayou Boat Ramp	ROW	100' ROW
2	Fourth Street	ROW	100' ROW
3	Sixth Street	ROW	66' ROW
4	Kelly Street	ROW	100' ROW
5	Bayview Street	ROW	60' ROW
6	Main Street	ROW	100' ROW
7	Jupiter Street	ROW	66' ROW
8	Harbor Lane West	ROW	60' ROW
9	Cobb Point Drive	ROW	60' ROW
10	Twin Lakes Area	ROW	80' ROW
11	Beach Drive	ROW	50' ROW
12	700 Harbor	ROW	50' ROW
13	Calhoun Beach Access	ROW	40' ROW
14	Shirah Beach Access	ROW	60' ROW
15	Norriego Point	City Property	13.42 Acres
16	Capt Royal Melvin	City Property	0.77 Acres
17	Capt Leonard Destin	City Property	3.29 Acres
18	Clement Taylor	City Property	3.39 Acres
19	Joe's Bayou Boat Ramp and Mattie Kelley Park	City Property	6.81 Acres
20	Main Street Park	City Property	0.86 Acres
21	Lakeside Village Subdivision Retention	City Property	0.77 Acres
22	Jewel Melvin	City Property	0.96 Acres
23	June White Decker	City Property	0.29 Acres
24	Shore at Crystal Beach	City Property	1.10 Acres
25	O'Steen Beach Access	Easements	5' Easement
26	Sterling Shores Beach Access	Easements	8' Easement
27	Crystal Beach Drive Access	Easements	5' Easement
28	Barracuda Street Beach Access	Easements	5' Easement
29	Pompano Beach Access	Easements	20' Easement
30	Tarpon Street Beach Access	Easements	5' Easement

City Wide, Right-of-Ways, Properties and Easements with Water Access

Community Development – Engineering Division
City Council Meeting



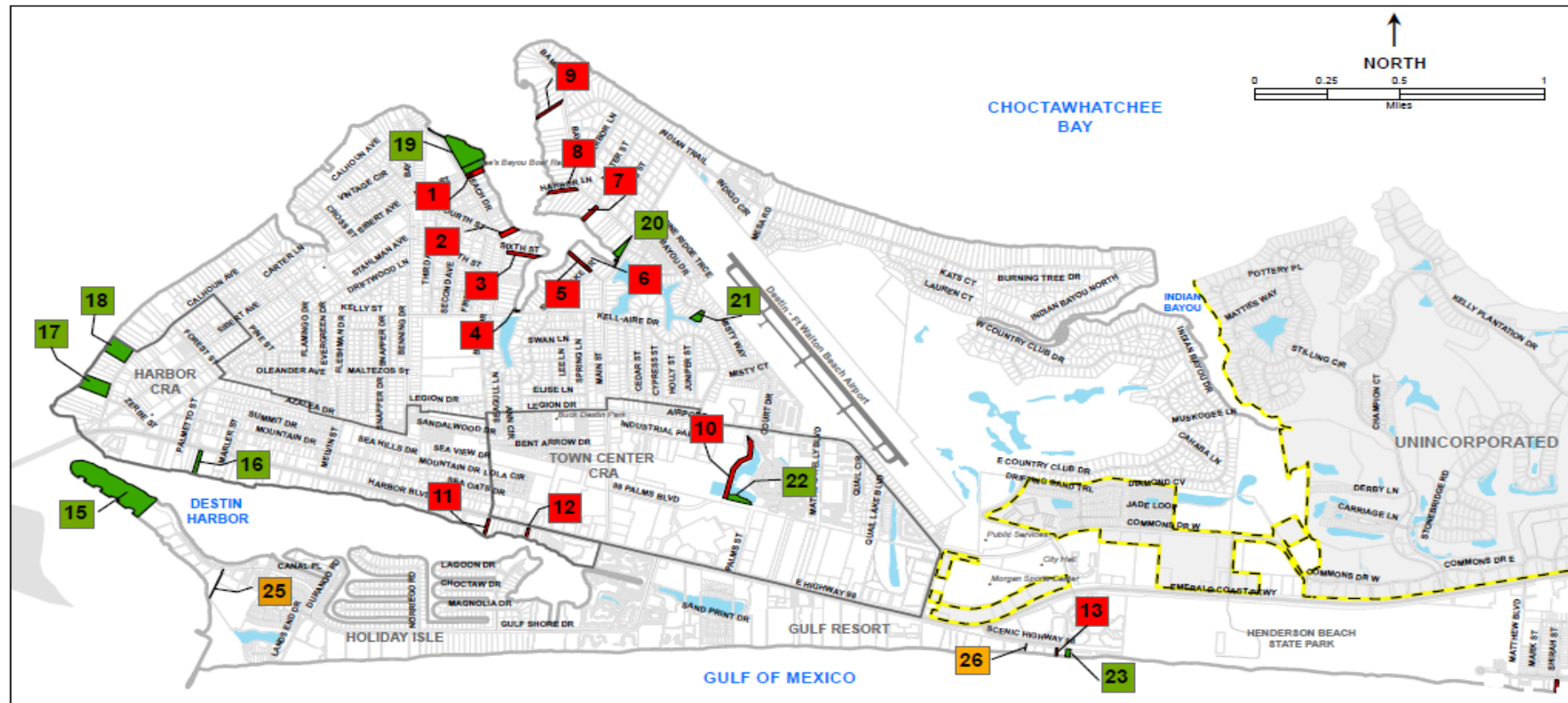
City Council Request



Identify all City owned, right of ways (ROW), properties, and easements with waterfront access.

These areas are defined as:

- **Right-of-Ways (ROW)** – property the city owns fee simple or through plat dedication.
- **Properties** – real property that is owned fee simple by the City. (i.e., parks & institutional)
- **Easements** – legal agreement btw the property owner and City to use said property for a specific purpose and/or public use. Property owner retains property rights.



City Wide Right of Way, Properties and Easements with Waterfront Access

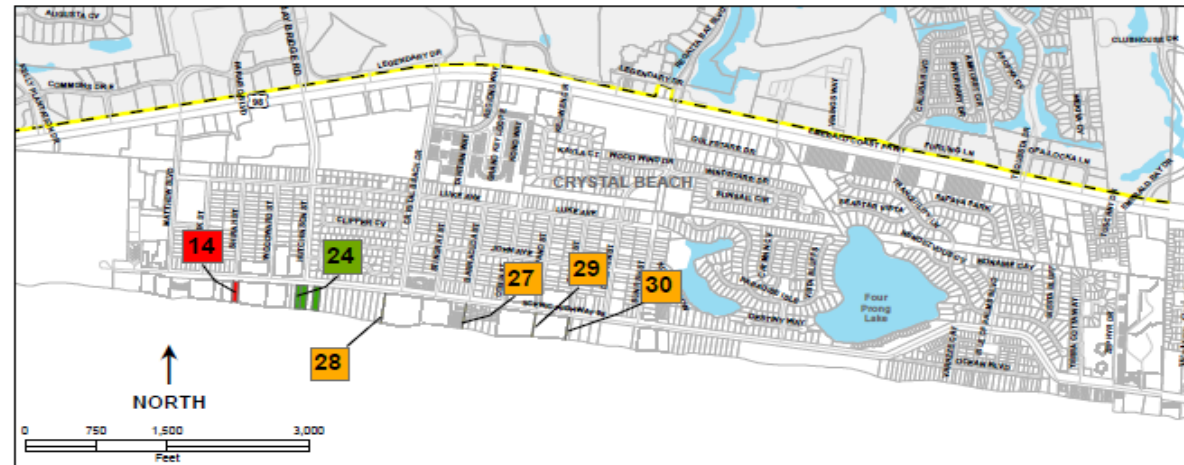
NUMBER	NAME	TYPE	DESCRIPTION
1	First Street at Joe's Bayou Boat Ramp	ROW	100' ROW
2	Fourth Street	ROW	100' ROW
3	Sixth Street	ROW	66' ROW
4	Kelly Street	ROW	100' ROW
5	Bayview Street	ROW	60' ROW
6	Main Street	ROW	100' ROW
7	Jupiter Street	ROW	66' ROW
8	Harbor Lane West	ROW	60' ROW
9	Cobb Point Drive	ROW	60' ROW
10	Twin Lakes Area	ROW	80' ROW
11	Beach Drive	ROW	50' ROW
12	700 Harbor	ROW	50' ROW
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19	Joe's Bayou Boat Ramp and Mattie Kelley Park	City Property	6.81 Acres
20	Main Street Park	City Property	0.86 Acres
21	Lakeside Village Subdivision Retention	City Property	0.77 Acres
22	Jewel Melvin	City Property	0.96 Acres
23	June White Decker	City Property	0.29 Acres
24	Shore at Crystal Beach	City Property	1.10 Acres
25	O'Steen Beach Access	Easements	5' Easement
26	Sterling Shores Beach Access	Easements	8' Easement
27	Crystal Beach Drive Access	Easements	5' Easement
28	Barracuda Street Beach Access	Easements	5' Easement
29	Pompano Beach Access	Easements	20' Easement
30	Tarpon Street Beach Access	Easements	5' Easement

West Destin

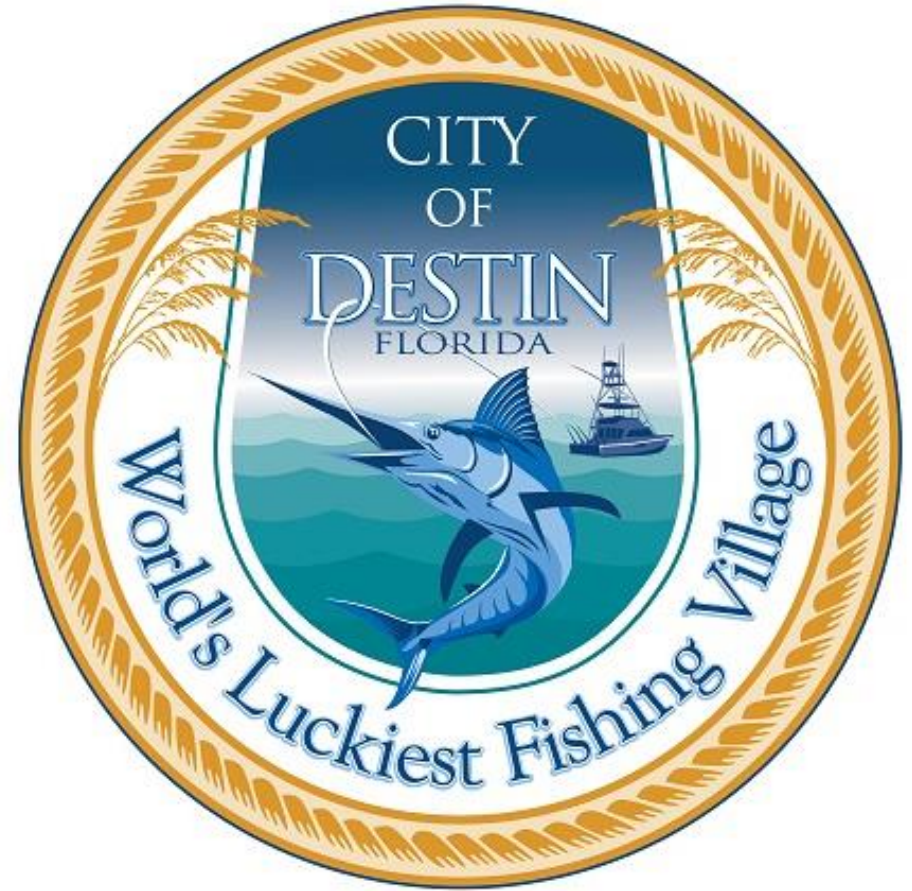
East Destin

LEGEND

- City Limit Line
- Right of Ways
- Easements
- City Properties



QUESTIONS?



TITLE: City Wide Right of Way, Properties, and Easements with Water

Number	Parcel ID/ Location	Type	Description
1	First Street @ Joe's Bayou Boat Ramp	ROW	100' ROW
2	Fourth Street	ROW	100' ROW
3	Sixth Street	ROW	66' ROW
4	Kelly Street	ROW	100' ROW
5	Bayview Street	ROW	60' ROW
6	Main Street	ROW	100' ROW
7	Jupiter Street	ROW	66' ROW
8	Harbor Lane West	ROW	60' ROW
9	Cobb Point Drive	ROW	60' ROW
10	Twin Lakes Area	ROW	80' ROW
11	Beach Drive	ROW	50' ROW
12	Third Street	ROW	50' ROW
13	Calhoun Beach Access	ROW	40' ROW
14	Shirah Beach Access	ROW	60' ROW
15	Norriego Point - 00-2S-24-0000-0023-0000	City Property	13.42 Acres
16	Capt Royal Melvin - 00-2S-22-0630-0000-07G1	City Property	0.77 Acres
17	Capt Leonard Destin - 00-2S-22-0630-0000-11A3	City Property	3.29 Acres
18	Clement Taylor - 00-2S-22-0630-0000-1400	City Property	3.39 Acres
19	Joe's Bayou Boat Ramp & Mattie Kelley Park	City Property	6.81 Acres
20	Main Street - 00-2S-22-1320-0000-PARK	City Property	0.86 Acres
21	Lakeside Village Subdivision Retention	City Property	0.77 Acres
22	Jewel Melvin	City Property	0.96 Acres
23	June White Decker	City Property	0.29 Acres
24	Shore at Crystal Beach	City Property	1.10 Acres
25	O'Steen Beach Access	Easements	5' Easement
26	Sterling Shores Beach Access	Easements	8' Easement
27	Crystal Beach Drive Access	Easements	5' Easement
28	Barracuda Street Beach Access	Easements	5' Easement
29	Pompano Beach Access	Easements	20' Easement
30	Tarpon Street Beach Access	Easements	5' Easement

front Access **SIZE:** 11 x 17

Map Color

RED

RED

RED

RED

RED

RED

RED

RED

RED

RED

RED

RED

RED

RED

GREEN

GREEN

GREEN

GREEN

GREEN 00-2S-22-1360-0020-0010; 00-2S-22-1360-0020-0070; 00-2S-22-1360-0020-0150

GREEN

GREEN 00-2S-22-4541-0000-0CAO

GREEN 00-2S-22-5330-0000-0870

GREEN 00-2S-22-2300-000C-0050

GREEN 00-2S-22-0590-0000-00CA; 00-2S-22-0584-0000-0010; 00-2S-22-0584-0000-0030

YELLOW

YELLOW

YELLOW

YELLOW

YELLOW

YELLOW

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: March 15, 2021

TYPE OF AGENDA ITEM: City Manager Report

AGENDA OUTLINE NUMBER: 4.E.

TO: City Council

THRU: Michael Burgess, Public Services Director
Louis Zunguze, Community Development Director
Matthew Pace, IT Manager
Joey Forgione, Code Compliance Manager
Krystal Strickland, Finance Director
Catherine Card, Public Information Manager
Lance Johnson, City Manager

FROM: Webb Warren, Deputy City Manager

DATE: 3/10/21

SUBJECT: Paid Parking Update

I. BACKGROUND: Council requested updates on revenue and signage for Paid Parking. Staff has developed this presentation for Council

II. DISCUSSION: Items for discussion are outlined in the presentation.

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

Improve parking: Explore options, garage, surface

Strategic Focus:

Improved mobility and connectivity

B. Effect on Budget (EOB): Provide committed revenue by resolution for current and future parking locations

C. Level of Service (LOS): No Change

III. CONCLUSION: Staff recommend creation of a special revenue fund to account for proceeds from paid parking to be committed by resolution to expenditures for current and future parking locations, to include:

- Signage updates (physical and electronic)
- Fee collection methods and related collection charges
- Capital projects including restriping, repaving, and expansion of City managed parking options.

IV. RECOMMENDED MOTION: I move to direct staff to bring forth a resolution creating a Parking Fee Special Revenue Fund with an effective date of October 1, 2021.

Attachments:

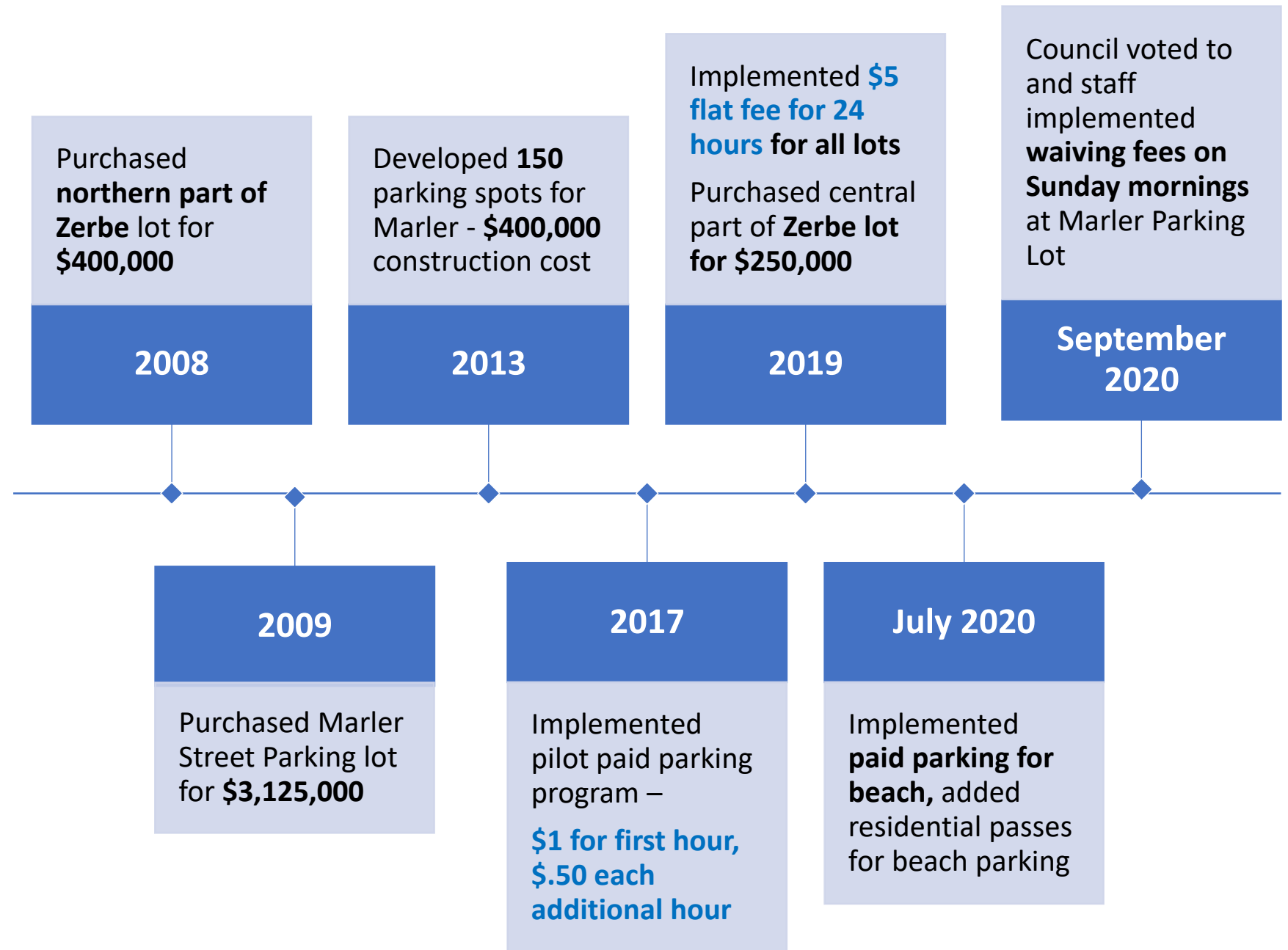
1. Paid Parking Update March 2021 Final
2. Paid Parking Revenue Breakdown



Paid Parking Lots Presentation

3-15-21

Summary Timeline of Paid Parking in Destin

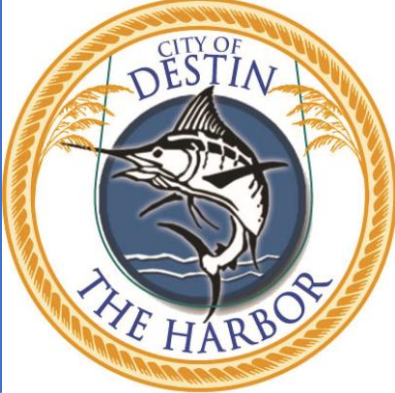


Harbor
District Paid
Parking
Lots

Royal
Melvin
Heritage
Park and
Boardwalk

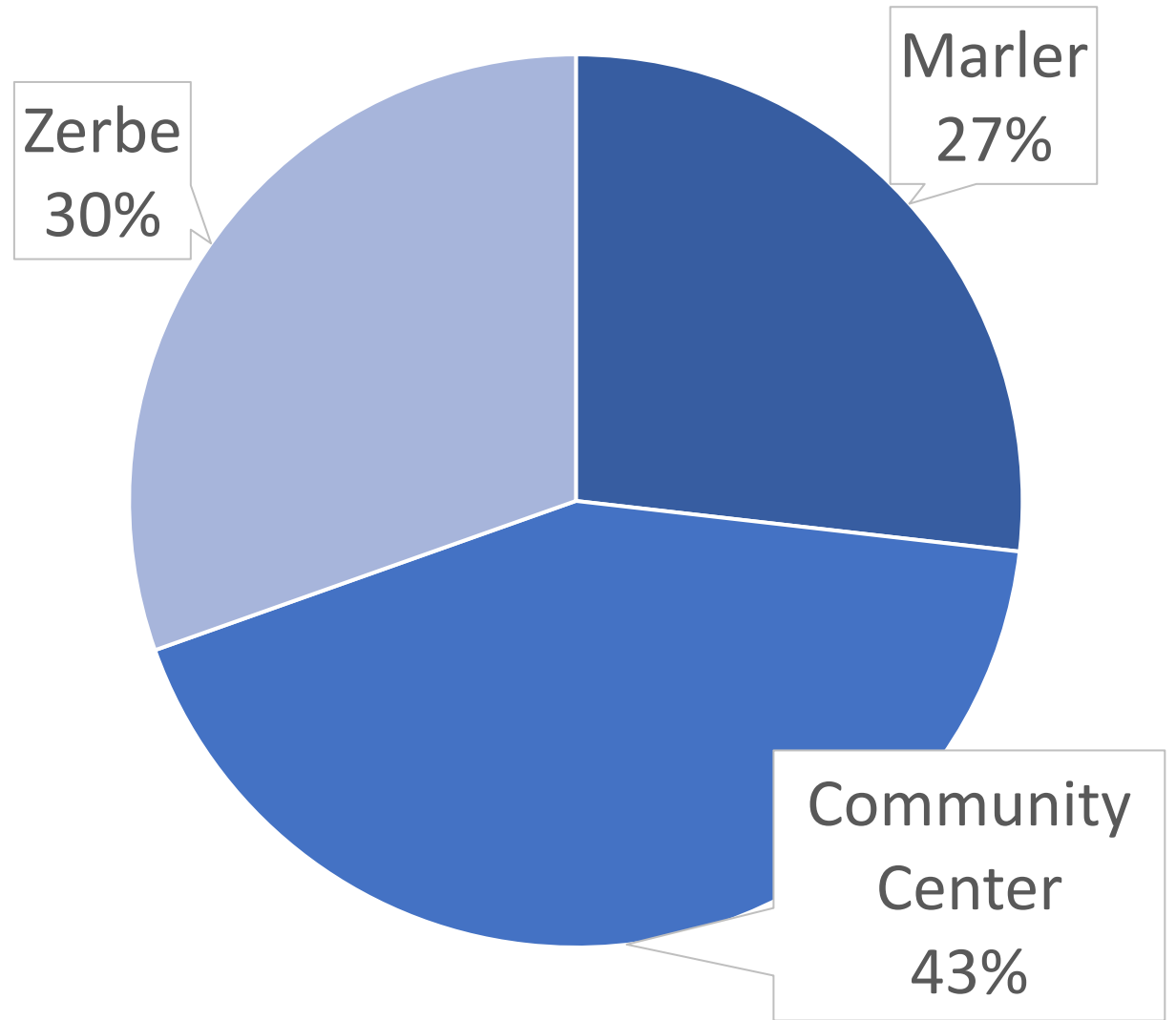


Zerbe, Community Center and Marler Paid Parking

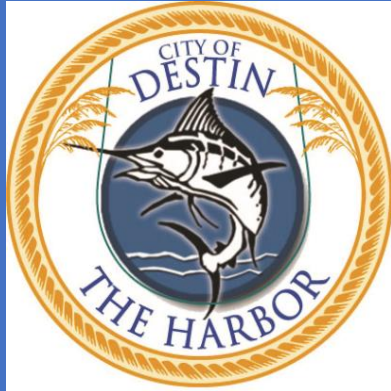
			<u>2018</u>	<u>2019</u>	*COVID <u>*2020</u>
Net Revenue:	\$39,910.75	\$95,629.25	\$64,542.50		
Transaction Count:	20,372	20,207	12,603		
Rate	\$1 per hour, \$.50 each additional hour	\$5 per 24 hours	\$5 per 24 hours		

2020 Harbor District Paid Parking Transactions

*Community Center Parking is free to patrons of the facility

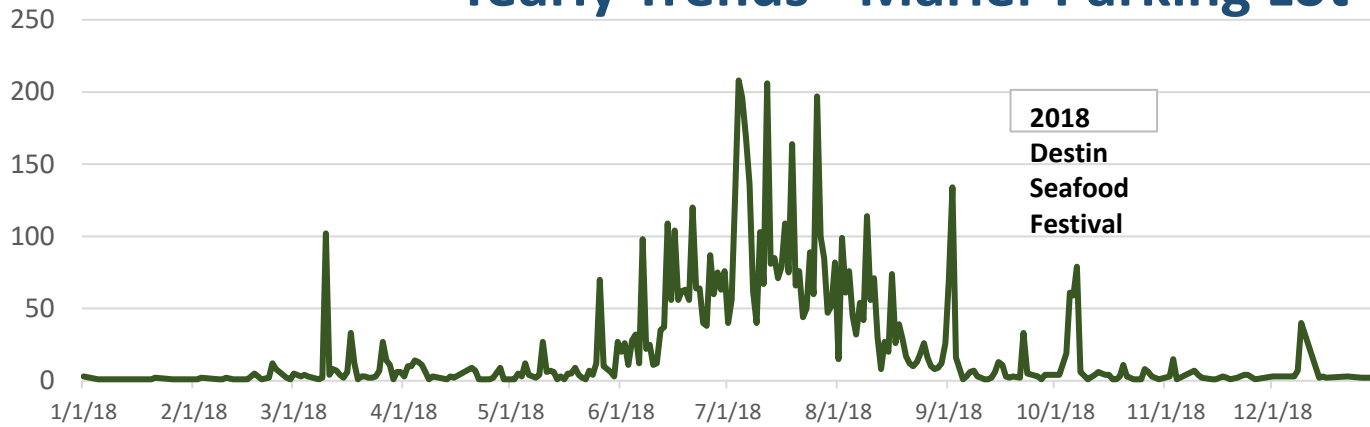


Marler Street Parking Lot

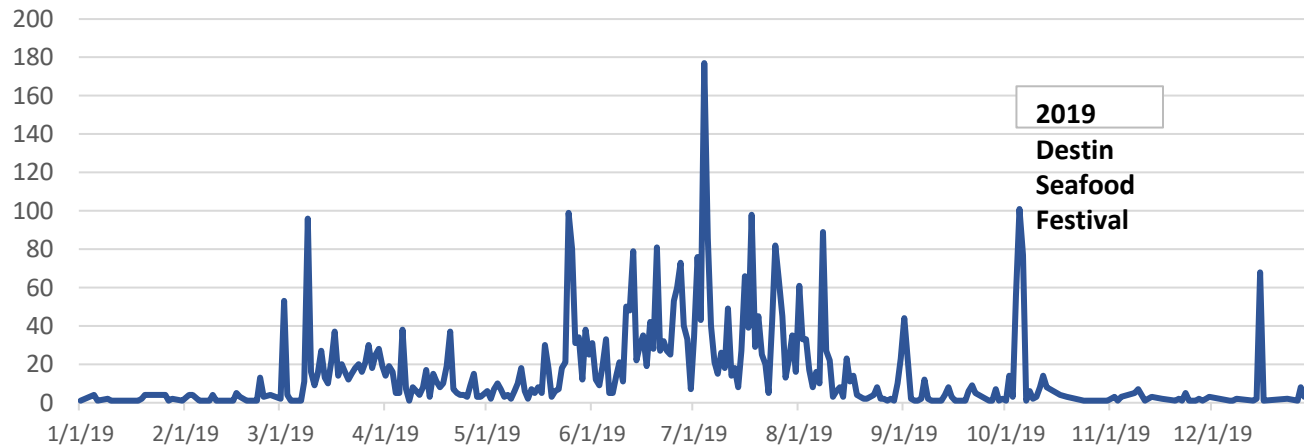


	<u>2018</u>	<u>2019</u>	*COVID <u>*2020</u>
Net Revenue:	\$14,545.00	\$23,142.75	\$17,210.75
Transaction Count:	7,160	4,823	3,234
Rate	\$1 per hour, \$.50 each additional hour	\$5 per 24 hours	\$5 per 24 hours

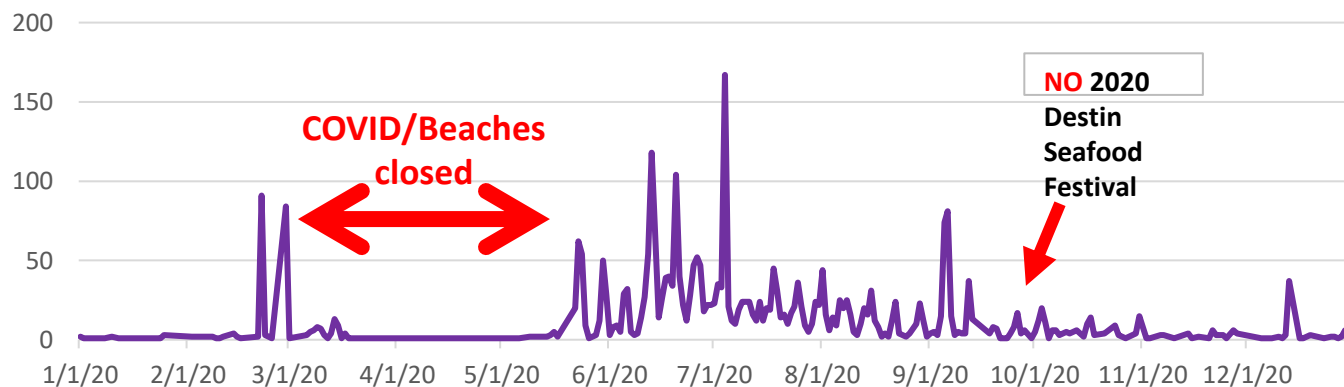
Yearly Trends - Marler Parking Lot Transaction Count



- **2018: 7,160 at hourly rate**
- **84% during 100 days of summer**



- **2019: 4,823 at 24-hour rate**
- **64% during 100 days of summer**



- **2020: 3,234 at 24-hour rate**
 - **80% during 100 days of summer**
- *Peak day was July 4th – 167 transactions**

- **Annual Physical Maintenance = \$6,600/yr.**

- Resurfacing (includes milling, resurfacing, tack coat and mobilization for ~6255 sq. yds.) = \$79,000.
- Painting (in-house, white + yellow + blue) = \$1,000 every 3 years.
- Mowing and miscellaneous costs-\$20,000

Total ~\$100,000 over 15 years.

- **Electricity costs for Lighting = ~\$1,620/yr.**

Example
Maintenance
Costs -
Marler
Parking Lot

Summary of Findings for Harbor District Paid Parking Lots

- Total annual transactions have gone down since 2018; **However:**
 - **2018** paid parking was based on an hourly rate. Many repeat transactions occurred in order to extend short time sessions.
 - **2019** – 24-hour rate was implemented, and revenue increased by approximately 50%.
 - **2020** – Covid-19 significantly impacted use.
- Most transactions occur at peak season or during special events (Seafood festival, Thursday night fireworks, peak tourist season, etc.).

Notes on Harbor District Paid Parking Lots

- The City's Comprehensive Plan designates the Harbor District as a festive mixed-use marketplace and encourages vibrant tourist commercial development. As such, public parking in the harbor District, is one of the biggest land use challenges/issues that the City faces.

Notes on Harbor District Paid Parking Lots

- To help address the parking issue, Comprehensive Plan Policy: 2-1.3.18 encourages the establishment of community parking facilities, and the development of the Marler and Zerbe parking lots are consistent with that policy.
- The Royal Melvin Park Development Order is tied to the Marler Street parking lot.



Beach Paid Parking

Beach Paid
Parking
Was Not
Implemented
until July 1, 2020

July – December 2020

Net Revenue:

\$116,263.00

Transaction Count:

22,928

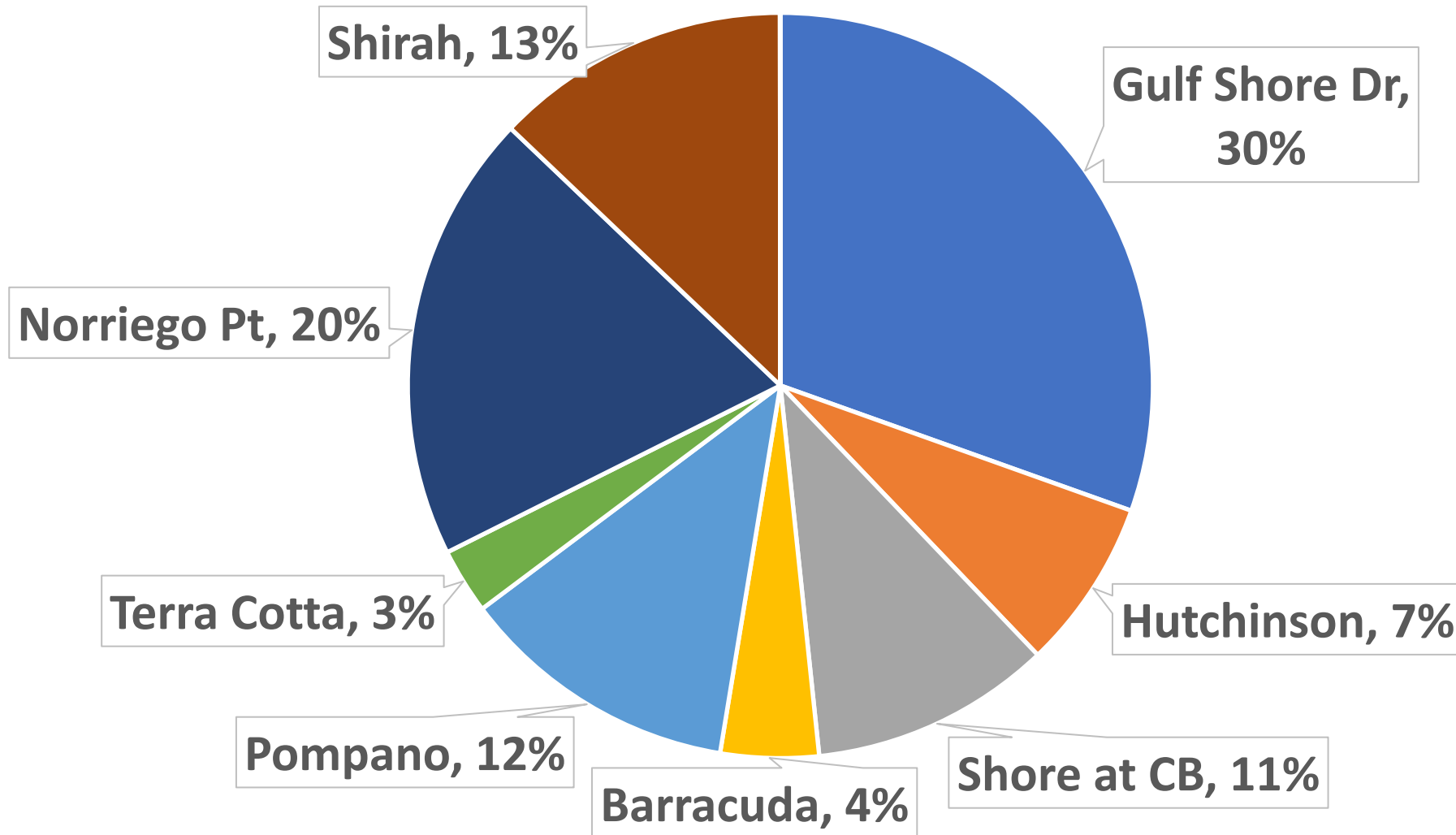
Rate

\$5 per 5 hours

***494 Resident Beach
Parking Passes
issued in FY21.**

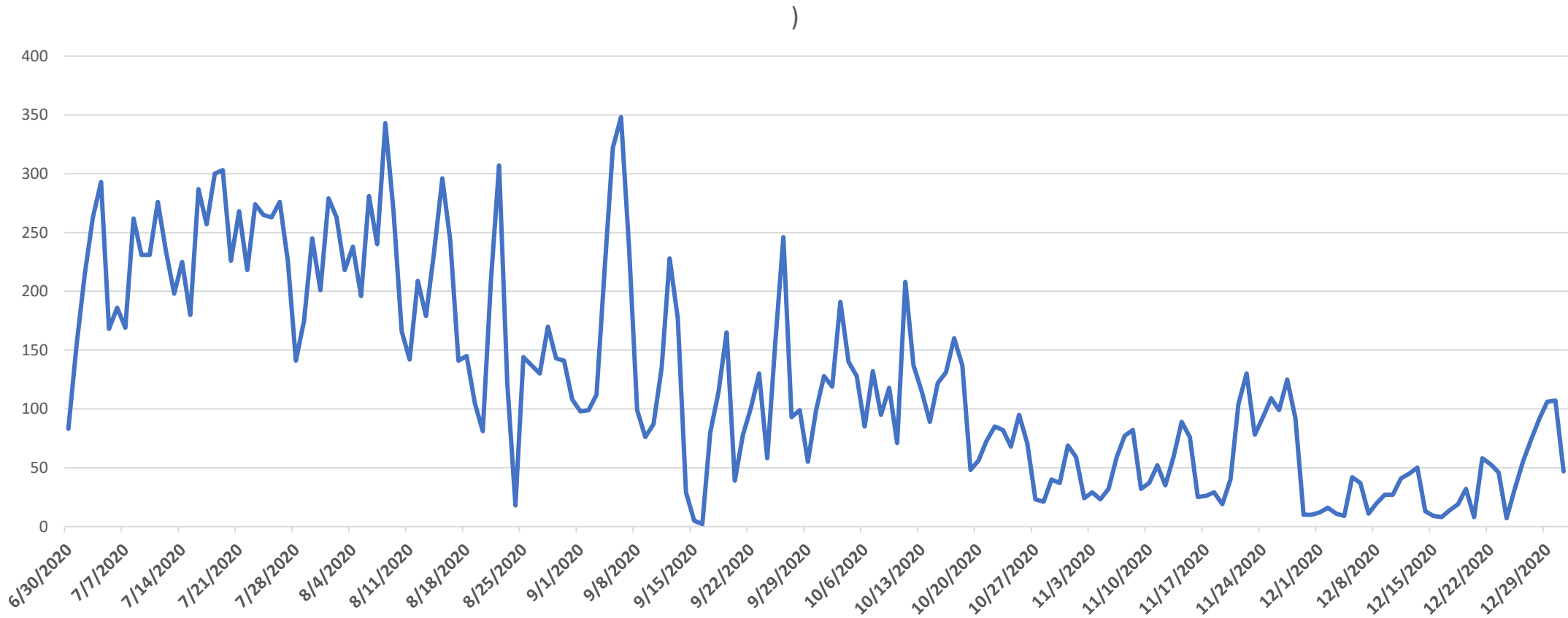
July – Dec 2020

22,930 Beach Parking Transactions



Beach Parking Transaction Count Trend

July 1 -Dec 31, 2020



Enforcement of Paid Parking in 2020

939 Tickets Issued

- 601 Tickets Paid - \$19,883
- 338 Unpaid - \$10,263
 - *Passport pursues unpaid citations



Physical Wayfinding Signage

- Family of Wayfinding Signage
- 24"x24" Public Parking signs
- 24"x9" directional shingles

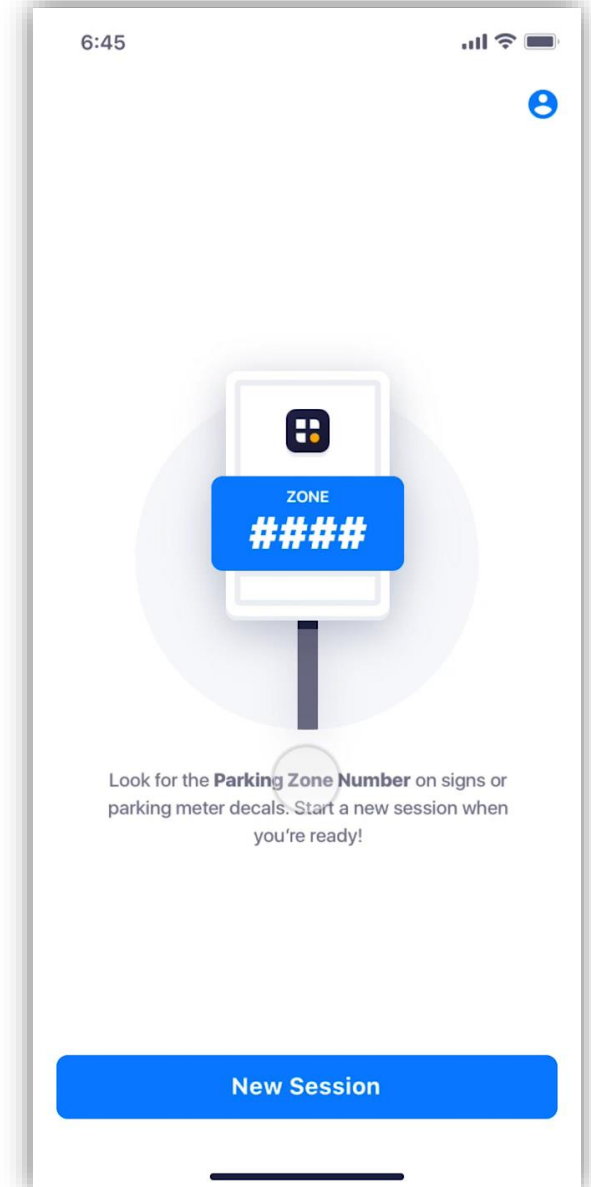
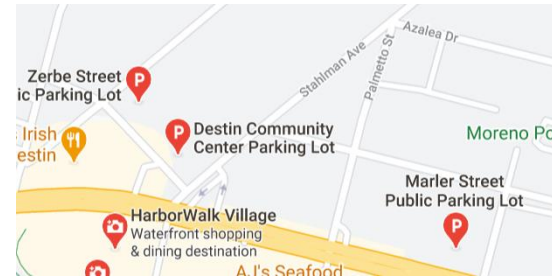


Pay to Park Wayfinding, Possible Sign Placement



Ways to Pay and Technology

- SMARTPHONE - PAY BY APP
- PAY BY WEB – www.ppprk.com
- PAY BY TEXT
- PAY BY VOICE
- PAY BY MAPPING APP
- Google Maps and Apple Maps Updates
- Possible Integration of In-lot Pay Stations





Parking (Special Revenue) Fund

- Special Revenue Fund: to account for proceeds of a specific revenue source *committed by resolution* to expenditure for specified purposes.
- Specified purposes: Operations and maintenance of current and future parking locations, to include signage updates (physical and electronic), fee collection methods and related collection charges, and capital projects including restriping, repaving, and expansion of City managed parking options.
- Specific revenue source: Parking fees collected.

7/1/20-12/31/20

Gulf Shore Dr	\$ 35,579.25
Hutchinson	\$ 8,680.25
Shore at CB	\$ 12,059.75
Barracuda	\$ 5,026.00
Pompano	\$ 14,377.00
Terra Cotta	\$ 3,622.00
Norriego Pt	\$ 22,092.00
Shirah	\$ 14,812.50
Moreno	\$ 14.25
7/1/20-12/31/20 TOTAL	<u>\$116,263.00</u>

2018

Marler	\$ 14,545.00
Community Center	\$ 12,703.75
Zerbe	\$ 12,662.00
2018 Total	<u>\$ 39,910.75</u>

2019

Marler	\$ 23,142.75
Community Center	\$ 40,995.25
Zerbe	\$ 31,491.25
2019 Total	<u>\$ 95,629.25</u>

2020 *COVID

Marler	\$ 17,210.75
Community Center	\$ 27,699.50
Zerbe	\$ 19,632.25
2020 Total	<u>\$ 64,542.50</u>

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: March 15, 2021**TYPE OF AGENDA ITEM:** Action Item**AGENDA OUTLINE NUMBER:** 4.F.**TO:** City Council**THRU:** Krystal Strickland, Finance Director
Kyle Bauman, City Attorney
Louis Zunguze, Community Development Director
Lance Johnson, City Manager**FROM:** Jeffrey Cozadd, Grants Manager**DATE:** 3/8/2021**SUBJECT:** City of Destin Utility Undergrounding Project Management Agreement

I. BACKGROUND: The undergrounding of utilities project is an initiative identified as part of the City's Strategic Plan. The City Council on 12-16-19 instructed staff to put out a RFQ for the Gulf Power Project Management Project. The RFQ was released 5/15/20 and proposals had to be submitted by 6/18/20.

The special city council meeting was held October 6, 2020. Council voted to have staff enter negotiations with Utility Consultants of Florida and to bring the council back a management agreement for their consideration.

II. DISCUSSION: The City staff and legal council have prepared an Agreement for Undergrounding Project Management. Utility Consultants of Florida has reviewed the agreement and find it to be acceptable. The agreement identifies a scope of services and a fee schedule. This agreement is attached.

Also attached is a Draft Task Assignment to represent an example of activities and costs that might be consistent with a task assignment for the first year.

A. Link to Strategic Goals / Objectives: 2020 Strategic Plan:
2020 Council Objectives - #2 Priority - Underground Utilities

B. Effect on Budget (EOB): The master agreement does not have an effect on budget. In accordance with City policy, each work order over \$15,000 will be brought forth to Council for review and effect on budget.

C. Level of Service (LOS): Level of Service will increase as the undergrounding of

utilities will bring the following benefits to the City:

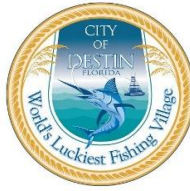
- * Improved safety
- * Reduced maintenance
- * Better aesthetics
- * Potential increase in economic development.

III. CONCLUSION: City staff and legal counsel believe this agreement to be reasonable and structured in a manner that will benefit and advance the city's utility undergrounding efforts. This agreement allows the City to issue work orders that identify specific tasks and a not-to-exceed amount.

IV. RECOMMENDED MOTION: I move that the City Manager execute the Agreement for Destin Utility Undergrounding Project Management with Utility Consultants of Florida.

Attachments:

1. City of Destin Underground Project Management Draft Contract - final
2. 2021 TASK ASSIGNMENT DRAFT
3. RFQ 20-03-CD Destin Utility Undergrounding Project Mgmt



AGREEMENT FOR 20-03-CD DESTIN UTILITY UNDERGROUNDING PROJECT MANAGEMENT

THIS AGREEMENT FOR DESTIN UTILITY UNDERGROUNDING PROJECT MANAGEMENT (hereinafter, the "Agreement") is entered into between the City of Destin, Florida hereinafter referred to as "CITY", and Utility Consultants of Florida, LLC, hereinafter referred to as "CONTRACTOR", each hereinafter a "Party" and collectively the "Parties," in consideration of the mutual benefits, terms, and conditions hereinafter specified.

WHEREAS, pursuant to Section 287.055, Florida Statutes, the CITY solicited responses to a Request for Qualifications in anticipation of entering into a non-exclusive contract to perform Utility Undergrounding Project Management services, and

WHEREAS, the CITY issued a Request for Qualifications for DESTIN UTILITY UNDERGROUNDING PROJECT MANAGEMENT, RFQ No. 20-03-CD (the "RFQ"); and

WHEREAS, the RFQ defined the Scope of Services and included certain specified Project Deliverables as outlined in the RFQ; and

WHEREAS, CONTRACTOR timely responded to this RFQ; and

WHEREAS, the RFQ and CONTRACTOR's response thereto are collectively attached to this Agreement as Exhibit "D," which is attached hereto and made a part of this Agreement; and

WHEREAS, the CITY determined that CONTRACTOR was and is qualified to perform the scope of services set forth in the RFQ; and

WHEREAS, the City Council of the CITY on October 6, 2020, determined that CONTRACTOR was and is qualified for engagement to perform the Scope of Services set forth in the RFQ and directed the City Manager to negotiate an agreement with the CONTRACTOR; and

WHEREAS, the City Manager, through his administrative staff, has successfully negotiated this Agreement with CONTRACTOR defining terms and conditions for the performance of consulting services within the scope of the RFQ.

NOW, THEREFORE, in consideration of the mutual covenants expressed above and herein, each of which is expressly incorporated below, the Parties agree as follows:

ARTICLE 1 – SERVICES

1.1 CONTRACTOR agrees to perform Utility Undergrounding Project Management services by way of individual task orders or purchase orders, at the request of the CITY during the term of this Agreement, including the provision of all labor, materials, equipment and supplies (the "PROJECT"). The specified scope of work and services in connection with the PROJECT that may be assigned to CONTRACTOR is set forth on Exhibit "A", which may from time to time be modified upon mutual agreement of the Parties.

- 1.2 The CITY's representative and point of contact during the performance of this Agreement shall be the City Manager or City Manager's designee, Telephone (850) 837-4242.
- 1.3 The CONTRACTOR's representative and point of contact during the performance of this Agreement shall be Mark Porter, COO, Sr. Project Manager, Telephone (321) 287-8911.

ARTICLE 2 - TERM

- 2.1 The CONTRACTOR shall be available to commence services immediately following City Council approval and execution of the Agreement by both Parties. CONTRACTOR shall complete and deliver the written and electronic Project Deliverables set forth in Section 1.5 of the RFQ on the schedule agreed to by the Parties. The initial term of the Agreement shall be for a seven (7)-year time period, commencing upon the effective date and remaining in force and effect unless otherwise terminated sooner as provided herein. The CITY reserves the right to renew this Agreement for three (3) additional two (2)-year periods under the same terms and conditions of the original Agreement. CONTRACTOR shall be available to make interim presentations to the City Manager and City Council during the course of the PROJECT, it being understood that CITY and CONTRACTOR will work together on scheduling the contemplated meetings as efficiently as practicable. CONTRACTOR shall also be available to the CITY for consultation with the City Manager, City Council, other CITY personnel and attorneys, and personnel, agents, and representatives of all affected UTILITIES and other parties throughout the term of this Agreement, including any renewal periods or terms thereof.

ARTICLE 3 – TIME OF PERFORMANCE

- 3.1 Work under this Contract shall commence upon the giving of written notice by the CITY to the CONTRACTOR by way of purchase order.

ARTICLE 4 - PAYMENT

- 4.1 The CONTRACTOR shall be paid by the CITY for completed work and for services rendered under this Agreement as follows:
 - a. Payment for the work provided by CONTRACTOR shall be in accordance with Exhibit "B" Fee Schedule which is attached hereto and made a part of this agreement.
 - b. CONTRACTOR shall also be entitled to reimbursement for certain costs it incurs in furtherance of the work required by this Agreement in accordance with Exhibit "C," which is attached hereto and made a part of this Agreement. These costs shall be itemized and timely submitted to the City together with the payment vouchers described in this Article 4.
 - c. Compensation may be negotiated by issuance of individual Work Assignments in accordance with the scope of services identified in Exhibit "A".
 - d. The CONTRACTOR may submit vouchers to the CITY once per month during the progress of the work for partial payment for work and tasks completed to date. Such vouchers will be reviewed by the CITY, and upon CITY approval of the vouchers or any part thereof, payment will be made to the CONTRACTOR in the amount approved.
 - e. Final payment of any balance due the CONTRACTOR of the total contract price earned for each phase of the PROJECT will be made promptly upon ascertainment and verification by the CITY that such phase of the work under this Agreement has been satisfactorily completed and accepted by the CITY.
 - f. Payment as provided in this section shall be full compensation for work performed, services rendered and for all costs, materials, supplies, equipment and incidentals necessary to complete the work, and CONTRACTOR shall have no other recourse against the CITY.

ARTICLE 5 - OWNERSHIP AND USE OF DOCUMENTS

- 5.1 All documents, and other materials produced by the CONTRACTOR in connection with the services rendered under this Agreement shall be the property of the CITY whether the project

for which they are made is executed or not. The CONTRACTOR shall be permitted to retain copies, including reproducible copies, of drawings and specifications for information, reference and use in connection with CONTRACTOR's endeavors.

ARTICLE 6 - FUNDING

- 6.1 This Agreement shall remain in full force and effect only as long as the expenditures provided in the Agreement have been appropriated by the CITY in the annual budget for each fiscal year of this Agreement, and the Agreement is expressly subject to termination based on lack of funding.

ARTICLE 7 - WARRANTIES AND REPRESENTATIONS

- 7.1 CONTRACTOR represents and warrants to the CITY that it is competent to engage in the scope of services contemplated under this Agreement and that it will retain and assign qualified professionals to all assigned tasks, elements, and components of the PROJECT during the term of this Agreement. CONTRACTOR's services shall meet a standard of care for project management and related services equal to or exceeding the standards for working practices under similar conditions. In submitting its response to the RFQ, CONTRACTOR has represented to CITY that certain individuals employed by CONTRACTOR shall provide services to CITY pursuant to this Agreement. CITY has relied upon such representations. Therefore, CONTRACTOR shall not change the designated Project Manager for any phase of the PROJECT without the advance written approval of the CITY, which consent may be withheld in the sole and absolute discretion of the CITY.
- 7.2 CONTRACTOR shall maintain all professional licenses and business certificates required by law and as necessary to perform the services. CONTRACTOR shall assure the CITY sufficient representation through assignment and performance by a team of qualified, professional employees and consultants.

ARTICLE 8 - COMPLIANCE WITH LAWS

- 8.1 CONTRACTOR shall, in performing the services contemplated by this service Agreement, faithfully observe and comply with all federal, state and local laws, ordinances and regulations that are applicable to the services to be rendered under this Agreement.

ARTICLE 9 - INDEMNIFICATION

- 9.1 CONTRACTOR shall indemnify, defend and hold harmless the CITY, its officers, agents and employees, from and against any and all claims, losses or liability, or any portion thereof, including attorneys' fees and costs, arising from injury or death to persons, including injuries, sickness, disease or death to CONTRACTOR's own employees, or damage to property occasioned by a negligent act, omission or failure of the CONTRACTOR. Neither Party to this Agreement shall be liable to any third party claiming directly or through the other respective Party, for any special, incidental, indirect or consequential damages of any kind, including but not limited to lost profits or use that may result from this Agreement or out of the services or goods furnished hereunder.

ARTICLE 10 - INSURANCE

- 10.1 During the performance of the services under this Contract, CONTRACTOR shall maintain the following insurance policies, and provide originals or certified copies of all policies, and all such policies shall be written by an insurance company authorized to do business in Florida.
- 10.1.1 Worker's Compensation Insurance: The CONTRACTOR shall procure and maintain continuously for the life of this Contract, Worker's Compensation Insurance covering all employees with limits meeting all applicable state and federal laws. This coverage shall

include Employer's Liability with limits meeting all applicable state and federal laws. This coverage must extend to any sub-CONTRACTORS or sub-CONTRACTORS that do not have their own Worker's Compensation and Employer's Liability Insurance. The policy must contain a waiver of subrogation in favor of the CITY, executed by the insurance company.

10.1.2 Comprehensive General Liability: The CONTRACTOR shall procure and maintain for the life of this Contract, Comprehensive General Liability Insurance. This coverage shall be on an "Occurrence" basis. Coverage shall include Premises and Operations; Independent CONTRACTORS; Products Completed; Operations; and Contractual Liability, with specific reference to Article 9, "Indemnification" of this Agreement. This policy shall provide coverage for death, personal injury or property damage that could arise directly or indirectly from the performance of this Agreement. CONTRACTOR shall maintain a minimum coverage of \$1,000,000 per occurrence and \$1,000,000 aggregate for personal injury and \$1,000,000 per occurrence/aggregate for property damage. The general liability insurance shall include the CITY as an additional insured and shall include a provision prohibiting cancellation of the policy upon less than thirty (30) days prior written notice to the CITY.

10.1.3 Business Automobile Liability: The CONTRACTOR shall procure and maintain, for the life of this Contract, Business Automobile Liability Insurance. The CONTRACTOR shall maintain a minimum amount of \$1,000,000 combined single limit for bodily injury and property damage liability to protect the CONTRACTOR from claims for damage for bodily and personal injury, including death, as well as from claims for property damage, which may arise from the ownership, use, or maintenance of owned and non-owned automobiles, included rented automobiles, whether such operations be by the CONTRACTOR or by anyone directly or indirectly employed by the CONTRACTOR.

10.1.4 Professional Liability (Errors and Omissions) Insurance: The CONTRACTOR shall procure and maintain for the life of this Contract Professional Liability insurance in the minimum amount of \$2,000,000 per occurrence.

10.2 It shall be the responsibility of the CONTRACTOR to ensure that all sub-CONTRACTORS comply with the same insurance requirements referenced above.

10.3 If, in the judgment of the CITY, prevailing conditions warrant the provision by the CONTRACTOR of additional liability insurance coverage or coverage which is different in kind, the CITY reserves the right to require the provision by CONTRACTOR of an amount of coverage different from the amounts or kind previously required and shall afford written notice of such change in requirements thirty (30) days prior to the date on which the requirements shall take effect. Should the CONTRACTOR fail or refuse to satisfy the requirement of changed coverage within the thirty (30) days following the CITY's written notice, the CITY, at its sole option, may terminate the Contract upon written notice to the CONTRACTOR, said termination taking effect on the date that the required change in policy coverage would otherwise take effect.

10.4 CONTRACTOR shall, for a period of two (2) years following the termination of the Agreement, maintain a "tail coverage" in an amount equal to that described above for Comprehensive Liability Insurance on a claims-made policy only

ARTICLE 11 - INDEPENDENT CONTRACTOR

11.1 The CONTRACTOR and the CITY agree that the CONTRACTOR is an independent contractor with respect to the services provided pursuant to this Agreement. Nothing in this Agreement shall be considered to create the relationship of employer and employee between the Parties hereto. Neither CONTRACTOR nor any employee of CONTRACTOR shall be entitled to any benefits accorded CITY employees by virtue of the services provided under this Agreement. The CITY

shall not be responsible for withholding or otherwise deducting federal income tax or social security or for contributing to the state industrial insurance program, or otherwise assuming the duties of an employer with respect to CONTRACTOR or any employee of the CONTRACTOR.

- 11.2 CONTRACTOR acknowledges and understands that, as an independent contractor pursuant to this Agreement, CONTRACTOR shall comply with Chapter 119, Florida Statutes, as amended (Public Records). CONTRACTOR's obligation includes but is not limited to CONTRACTOR's obligation to preserve public records and make public records available to third parties in addition to the CITY. These obligations are described in more detail in Article 23 of this Agreement.

ARTICLE 12 - COVENANT AGAINST CONTINGENT FEES

- 12.1 The CONTRACTOR warrants that he 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 Agreement, and that he has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the CONTRACTOR, any fee, commission, percentage, brokerage fee, gifts, or any other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the CITY shall have the right to terminate this Agreement without liability or, in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

ARTICLE 13 – TRUTH-IN-NEGOTIATION CERTIFICATE

- 13.1 Execution of this Agreement by the CONTRACTOR shall act, constitute, and serve as the execution of a truth-in-negotiation certificate certifying that the wage rates and costs used to determine the compensation provided for in this Agreement is accurate, complete, and current as of the date of the Agreement and no higher than those charged the CONTRACTOR's most favored customer for the same or substantially similar service.
- 13.2 The said rates and costs shall be adjusted to exclude any significant sums should the CITY determine that the rates and costs were increased due to inaccurate, incomplete, or non-current wage rates or due to inaccurate representations of fees paid to outside CONTRACTORS. The CITY shall exercise its rights under this "Certificate" within one (1) year following payment.

ARTICLE 14 - DISCRIMINATION PROHIBITED

- 14.1 The CONTRACTOR, with regard to the work performed by it under this Agreement, will not discriminate on the grounds of race, color, national origin, religion, creed, age, sex or the presence of any physical or sensory handicap in the selection and retention of employees or procurement of materials or supplies.

ARTICLE 15 - ASSIGNMENT

- 15.1 The CONTRACTOR shall not sublet or assign any of the services covered by this Agreement without the express written consent of the CITY.

ARTICLE 16 - NON-WAIVER

- 16.1 A waiver by either CITY or CONTRACTOR of any breach of this Agreement shall not be binding upon the waiving Party unless such waiver is in writing. In the event of a written waiver, such a waiver shall not affect the waiving Party's rights with respect to any other or further breach. The making or acceptance of a payment by either Party with knowledge of the existence of a default or breach shall not operate or be construed to operate as a waiver of any subsequent default or breach.

ARTICLE 17 – TERMINATION

- 17.1 Termination for Convenience: This Agreement may be terminated by the CITY for convenience, upon ten (10) days of written notice by the CITY to the CONTRACTOR of such termination, in which event the CONTRACTOR shall be paid its compensation for services performed to and including the termination date, including services reasonably related to termination. In the event that the CONTRACTOR abandons the Agreement or causes it to be terminated, CONTRACTOR shall indemnify the CITY against all loss, including but not limited to incidental loss, pertaining to such termination.
- 17.2 Termination for Default: In addition to all other remedies available to the CITY, this Agreement shall be subject to termination by the CITY for cause, should the CONTRACTOR neglect or fail to perform or observe any of the terms, provisions, conditions, or requirements herein contained, if such neglect or failure shall continue for a period of thirty (30) days after receipt by CONTRACTOR of written notice of such neglect or failure. The CITY shall, in its absolute and sole discretion, determine whether the neglect or failure has been remedied at the end of the 30-day cure period.

ARTICLE 18 - DISPUTES

- 18.1 The exclusive jurisdiction and venue for litigation or arbitration of any and all claims, controversies, and any other disputes shall be exclusively in the state courts of Okaloosa County, Florida and nowhere else. Further, this Agreement shall be construed in accordance with Florida Law.

ARTICLE 19 – UNCONTROLLABLE FORCES

- 19.1 Neither the CITY nor CONTRACTOR shall be considered to be in default of this Agreement if delays in or failure of performance shall be due to Uncontrollable Forces, the effect of which, by the exercise of reasonable diligence, the non-performing Party could not avoid. The term “Uncontrollable Forces” shall mean any event which results in the prevention or delay of performance by a Party of its obligations under this Agreement and which is beyond the reasonable control of the non-performing Party. It includes, but is not limited to fire, flood, earthquakes, storms, lightning, epidemic, pandemic, war, riot, civil disturbance, sabotage, and governmental actions.
- 19.2 Neither Party shall, however, be excused from performance if non-performance is due to forces that are preventable, removable, or remediable, and which the non-performing Party could have, with the exercise of reasonable diligence, prevented, removed, or remedied with reasonable dispatch. The non-performing Party shall, within a reasonable time of being prevented or delayed from performance by an Uncontrollable Force, give written notice to the other Party describing the circumstances and uncontrollable forces preventing continued performance of the obligations of this Agreement.

ARTICLE 20 - NOTICES

Notices to the City of Destin shall be sent to the following address:

City of Destin
Attn: Lance Johnson, City Mgr.
4200 Indian Trail Bayou
Destin, FL 32541

Notices to CONTRACTOR shall be sent to the following address:

Utility Consultants of Florida
Attn: Melanie Porter, CEO
14800 Walsingham Road #102

Largo, FL 33774

ARTICLE 21 - INTEGRATED AGREEMENT

21.1 This Agreement, together with the RFQ and any addenda and/or attachments, represents the entire and integrated agreement between the CITY and the CONTRACTOR and supersedes all prior negotiations, representations, or agreements written or oral. This Agreement may be amended only by written instrument signed by both CITY and CONTRACTOR.

ARTICLE 22 - SOVEREIGN IMMUNITY AND PREVAILING PARTY ATTORNEY'S FEES

22.1 CITY is a political subdivision of the State of Florida and enjoys sovereign immunity. Nothing in the Agreement is intended, nor shall be construed or interpreted, to waive or modify the immunities and limitations on liability provided for in Section 768.28, Florida Statute, as may be amended from time to time, or any successor statute thereof. To the contrary, all terms and provisions contained in the Agreement, or any disagreement or dispute concerning it, shall be construed or resolved so as to ensure CITY of the limitation from liability provided by any successor statute thereof. Further, all terms and provisions contained in the Agreement, or any disagreement or dispute concerning it, shall be construed or resolved so as to ensure CITY of the limitation from liability provided to the State's subdivisions by state law.

22.2 In connection with any litigation or other proceeding arising out of the Agreement, the prevailing Party shall be entitled to recover from the non-prevailing Party its own costs and attorney's fees through and including any appeals and any post judgment proceedings. CITY's liability for costs and attorney's fees, however, shall not alter or waive CITY's entitlement to sovereign immunity, or extend CITY's liability beyond the limits established in Section 768.28, Florida Statutes, as amended.

22.3 Claims, disputes, or other matters in question between the Parties to this Agreement arising out of or relating to this Agreement shall be addressed and resolved in a court of law, unless otherwise agreed to by the Parties.

ARTICLE 23 – PUBLIC RECORDS

23.1 If the CONTRACTOR has questions regarding the application of Chapter 119, FL Statutes, to the CONTRACTOR's duty to provide public records relating to this contract, contact the custodian of public records at the City Clerk's Office, (850)837-4242, 4200 Indian Bayou Drive, Destin, FL 32541, clerk@cityofdestin.com.

Specifically, the CONTRACTOR must:

1. Keep and maintain public records required by the CITY to perform the service.
2. Upon request from the CITY's custodian of public records, provide the CITY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this FS Chapter 119 or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the CONTRACTOR does not transfer the records to the public agency.
4. Upon completion of the contract, transfer, at no cost, to the CITY all public records in possession of the CONTRACTOR or keep and maintain public records required by the CITY agency to perform the service.

5. If the CONTRACTOR transfers all public records to the CITY upon completion of the contract, the CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements.
6. If the CONTRACTOR keeps and maintains public records upon completion of the contract, the CONTRACTOR shall meet all applicable requirements for retaining public records.
7. All records stored electronically must be provided to the CITY, upon request from the CITY's custodian of public records, in a format that is compatible with the information technology systems of the CITY.

ARTICLE 24 – MISCELLANEOUS PROVISIONS

24.1 If any provision or any portion thereof contained in this Agreement is held to be unconstitutional, illegal, invalid or unenforceable, the remainder of this Agreement, or portion thereof shall not be affected and shall remain in full force and effect.

24.2 The waiver by either party of a breach of any provision of this Agreement by the other party shall not operate or be construed as a waiver of any subsequent breach by that party of the breached provision or of any other provision of this Agreement.

24.3 The Parties acknowledge that each participated equally in the drafting of this Agreement and agree that no Court or Arbitrator construing this Agreement shall construe it more strictly against one party than the other. The Parties further agree that every covenant term and provision of this Agreement shall be construed simply according to its fair meaning.

24.4 This Agreement may be executed in duplicate or counterparts, each of which shall be deemed an original and all of which together shall be deemed one and the same instrument. No term, condition or covenant of this Agreement shall be binding on either party until both Parties have signed it.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement in multiple copies, each of which shall be considered an original on the following dates:

DATED this _____ day of _____, 20__

CONTRACTOR
Utility Consultants of Florida LLC

CITY OF DESTIN, FLORIDA

Mark Porter, COO

Lance Johnson, City Manager

ATTEST/AUTHENTICATED:

Rey Bailey, City Clerk
(Corporate Seal)

Approved as to Form:

Kyle Bauman, City Attorney

EXHIBIT A**TO****MASTER CONTRACTOR AGREEMENT****DESTIN UTILITY UNDERGROUNDING PROJECT MANAGEMENT****PROJECTED SCOPE OF SERVICES****City of Destin Utility Undergrounding Project Management**

The range of services includes but is not limited to the comprehensive management and coordination of the City's conversion of overhead to underground utilities. Services are expected to be completed in segments. The following is the anticipated services include, but not limited to:

- Project management and administrative services
- Producing cost estimates
- Project liaison with citizens, elected officials, regulatory agencies and City staff
- Coordination with electric, telephone, communications, regulatory agencies and City staff
- Coordination with consultants, contractors and vendors
- Public information and outreach
- Cost estimating for various portions of the City
- Streetlighting coordination, studies and design
- Construction management services
- Construction inspection services
- General construction oversight
- Opinions of construction cost
- Easement coordination
- Bid documentation preparation and evaluation assistance
- Contractor evaluation services
- Project as-builts and related surveying
- Assist with assessment methodology development
- Financial, funding implementations assistance

EXHIBIT B**TO****MASTER CONTRACTOR AGREEMENT****DESTIN UTILITY UNDERGROUNDING PROJECT MANAGEMENT****FEE SCHEDULE**

LABOR CATEGORY	BILLING RATE
Sr Project Manager	\$ 171
Project Manager	\$ 151
Assistant Project Manager	\$ 128
Scheduler, CPM	\$ 151
Contract Support Specialist	\$ 96
Administrative Assistant	\$ 58
Public Information	\$ 102
Sr Inspector	\$ 113
Inspector	\$ 75
Inspector Aide	\$ 61
QC/QA	\$ 151



Water Market 2021 Schedule of Hourly Rates

Employee Classification (Rate/Hour)

Engineering

Engineering Manager.....	\$260.00
Project Manager III.....	\$225.00
Project Manager II.....	\$205.00
Project Manager I.....	\$185.00
Sr. Technical Specialist.....	\$260.00
Project Engineer IV.....	\$230.00
Project Engineer III.....	\$190.00
Project Engineer II.....	\$160.00
Project Engineer I.....	\$140.00
Engineer Intern.....	\$125.00
Designer IV.....	\$150.00
Designer III.....	\$130.00
Designer II.....	\$120.00
Designer I.....	\$100.00
Sr. CAD Technician.....	\$90.00
CAD Technician.....	\$70.00
Sr. Project Administrator.....	\$95.00
Project Administrator.....	\$80.00
Administrative Assistant.....	\$70.00
Landscape Architect.....	\$150.00
Landscape Designer.....	\$130.00

Construction

Construction Administrator II.....	\$135.00
Construction Administrator I.....	\$105.00
Project Representative III.....	\$130.00
Project Representative II.....	\$125.00
Project Representative I.....	\$95.00

Field Services

Field Technician I.....	\$90.00
Field Technician II.....	\$115.00
Field Services Manager.....	\$140.00

Employee Classification (Rate/Hour)

Surveying

Sr. Surveyor/Project Manager III.....	\$240.00
Sr. Surveyor/Project Manager II.....	\$215.00
Sr. Surveyor/Project Manager I.....	\$175.00
Project Surveyor.....	\$135.00
Sr. Survey CAD Technician.....	\$110.00
Survey CAD Technician.....	\$95.00
Survey Technician.....	\$85.00
Survey Field Supervisor.....	\$110.00
Project Coordinator.....	\$120.00
Field Survey Party 1 Person Crew.....	\$110.00
Field Survey Party 2 Person Crew.....	\$150.00
Sr. Field Survey Party Two-Person Crew.....	\$190.00
Field Survey Party 3 Person Crew.....	\$215.00
Sr. Field Survey Party 3 Person Crew.....	\$225.00
GPS Mapping 1 Person Crew.....	\$115.00
GPS Mapping 2 Person Crew.....	\$150.00
RTK/VRS GPS 1 Person Crew.....	\$120.00
RTK/VRS GPS 2 Person Crew.....	\$165.00

Subsurface Utility Engineering

Utility Engineering Sr. Project Manager.....	\$225.00
Utility Engineering Project Manager.....	\$190.00
Utility Coordinator I.....	\$160.00
Utility Engineering Technician I.....	\$80.00
Utility Engineering Technician II.....	\$90.00
Utility Engineering Analyst.....	\$100.00
Utility Engineering Specialist.....	\$140.00
Utility Engineering Party (2 Person Crew).....	\$180.00

Geospatial Information Systems

GIS Specialist.....	\$120.00
GIS Technician II.....	\$100.00
GIS Technician I.....	\$80.00
GIS Analyst I.....	\$115.00
GIS Analyst II.....	\$125.00
LiDAR Field Technician.....	\$95.00
LiDAR Technician I.....	\$85.00
LiDAR Technician II.....	\$115.00
LiDAR Technician III.....	\$135.00
Photogrammetric Technician.....	\$110.00
Photogrammetrist.....	\$160.00

EXHIBIT C**TO****MASTER CONTRACTOR AGREEMENT****DESTIN UTILITY UNDERGROUNDING PROJECT MANAGEMENT****REIMBURSABLE FEE SCHEDULE**

1. Reproduction Cost	Single Side Double Sided
A. Regular Copying	In accordance with Florida Statutes
B. Blueprint Copy	In accordance with Florida Statutes
2. Subcontractor Services (These services are applicable to all subcontractors that are not named in Exhibit B herein)	Actual Costs
3. Special Consultants (These services are applicable to all special consultants that are not named in Exhibit B herein)	Actual Costs
4. Telecommunications	
A. Local	Non-reimbursable
B. Non-Local	Actual Costs
5. Computer Services	Non-reimbursable
6. Travel Expenses	In accordance with Chapter 112.061 Florida Statutes
7. Postage, Fed Ex, UPS	Actual Costs
8. Pre-approved Equipment (Includes purchase and rental of equipment used in project)	Actual Costs

Reimbursable Expenses are the actual, pre-approved, expenses incurred directly in connection with an applicable Work Authorization or a project designated by the Town to the Consultant. This reimbursement cost schedule shall supersede all prior oral or written statements or agreements.

EXHIBIT D

TO

MASTER CONTRACTOR AGREEMENT

DESTIN UTILITY UNDERGROUNDING PROJECT MANAGEMENT

Request for Qualifications for DESTIN UTILITY UNDERGROUNDING PROJECT MANAGEMENT,
(RFQ No. 20-03-CD), to include all attachments and addenda, and the Contractor's response
thereto

2021 TASK ASSIGNMENT

Project Management (FISCAL 2021) "Phase 1" – Highway 98 - Bridge to Main including South Harbor mixed-use district and possible parts of North Harbor mixed-use districts.				
PHASE 1	Consultants Costs			EST HOURS/WEEK
CITY OF DESTIN UNDERGROUNDING PROJECT MANAGEMENT				
Project Management	Hours	2021 Rate	Fee	
Sr Project Manager	155	\$ 171.00	\$26,505.00	5
Project Manager	992	\$ 151.00	\$149,792.00	32
Assistant PM/ Project Administrator	0	\$ 128.00	\$0.00	If Needed
Scheduler	0	\$ 155.00	\$0.00	If Needed
Funding Specialist	95	\$ 155.00	\$14,725.00	TBD
Public Information	0	\$ 113.00	\$0.00	If Needed
Project Administrator	0	\$ 132.00	\$0.00	If Needed
Inspector Aide/Intern	384	\$ 66.00	\$25,344.00	32
Inspector	0	\$ 102.00	\$0.00	If Needed
Contract Support Specialist	0	\$ 96.00	\$0.00	If Needed
Administrative	186	\$ 58.00	\$10,788.00	6
			\$227,154.00	

1. Project Management (PART A) 30 to 45 days from NTP

- a. Introduction and meeting with CITY staff to discuss project team, desired overall timeline, and next steps.
- b. Meet with Key Stakeholder's or other CITY desired parties to discuss the project advancement, funding concepts & planning.
- c. Assist & coordinate with CITY for funding sources, including legal & methodology partnerships for project advancement.
- d. Identify and confirm 1st project phase limits as part of the overall "city-wide project phasing" for the city-wide undergrounding project.
- e. Identify all existing infrastructure within the project limits; "Ground Truthing". Field verification of existing facilities prior to engagement with utility owners to identify all aerial utility owners within the project area.
 - Determination of all existing overhead/underground facilities.
 - Communications with Gulf Power, AT&T, Century Link, and Cox Communication.
 - Determine areas already undergrounded within the city that are currently radial and/or looped.
 - Ensure all utility owners have been coordinated with and share initial estimates with consideration to their respective scope/projected costs.

2. **Project Management (PART B) 90 to 120 Days from NTP**

- a. Conduct coordination meetings and site visits after data collection with the UAO's to identify projected scope and considerations/needs for their respective designs. Establish utility owners design timelines.
- b. Prepare and submit an Opinion of Probable Cost Estimate detailing projected scope & project related cost. **Opinion of Probable Cost Estimate Major Milestone/Deliverable for Phase 1.**

3. **Project Management (PART C) Full Duration of Task Assignment**

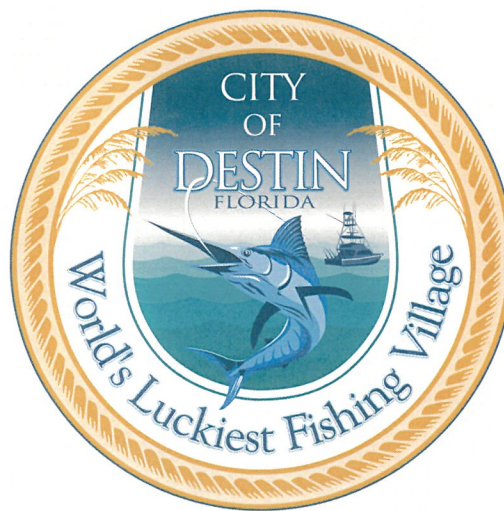
- a. Attend and/or support Council Meetings.
- b. Coordinate with FDOT, local governmental authorities, and other potential agencies to review their proposed work plans against the Undergrounding Project Phases. This includes discussions, constructability and other considerations with the agencies to review their planned or proposed work with the proposed undergrounding project to find efficiencies and minimize schedule & cost impacts.
- c. Meet with CITY staff with coordination with finance, funding options/sources, and legal & methodology members to establish funding directive and supporting tasks.
- d. Depending on funding sources work with city to create supporting estimates.
- e. Ensure all utility owners have been coordinated with and share initial estimates with consideration to their respective scope/projected costs.

REQUEST FOR QUALIFICATIONS

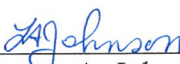
FOR

**DESTIN UTILITY UNDERGROUNDING
PROJECT MANAGEMENT**

RFQ NO. 20-03-CD



City of Destin, Florida
May 15, 2020



Lance A. Johnson, City Manager
Phone (850) 837-4242
Facsimile (850) 837-3267
4200 Indian Bayou Trail
Destin, Florida 32541



RFQ NO. 20-03-CD

DESTIN UTILITY UNDERGROUNDING PROJECT MANAGEMENT

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DESTIN UTILITY UNDERGROUNDING PROJECT MANAGEMENT

Through this Request for Qualifications (RFQ), the City of Destin (CITY) announces its intent to contract with a qualified engineer, engineering firm, or construction project management firm for the provision of comprehensive project management services to support the CITY's contemplated conversion of all existing overhead utility facilities located in the City of Destin to underground facilities.

Sealed Responses to this RFQ will be received in the City Clerk's Office, City of Destin, 4200 Indian Bayou Trail, Destin FL 32541 by:

No Later Than 2:00 P.M. Prevailing Central Time on

June 18, 2020.

One (1) original, so designated, and nine (9) copies (total of ten (10) submissions) and one digital copy on a flash drive shall be submitted in a sealed package clearly marked on the outside:

"RFQ No. 20-03-CD Destin Utility Underground Project Management" and addressed to: City of Destin, City Clerk's Office, 4200 Indian Bayou Trail, Destin, FL 32541.

All Responses will be publicly opened at City of Destin (City Hall Board Room) 4200 Indian Bayou Trail, Destin, FL and only the names of the Respondents will be disclosed. Responses received after the specified date and time will be returned unopened.

ATTENTION ALL INTERESTED RESPONDENTS:

Prospective respondents should contact the City Clerk's Office to obtain either an electronic or paper version of the bid documents by calling 850-837-4242 or e-mail: clerk@cityofdestin.com

SCOPE OF SERVICES:

The City of Destin (CITY) is seeking qualifications and services from professional Engineering and Project Management firms to provide ongoing consulting, engineering, streetscape design resources and proficiency, and project management services on an "as needed" basis for the undergrounding of utilities for the CITY. (For clarity, as used herein, "CITY" means the legal entity that has issued this RFQ; "City of Destin" generally means the geographic area within the corporate limits of the CITY, unless used specifically in connection with the CITY's government, e.g., City of Destin City Council, City Hall, City Manager, City Clerk, or City Attorney. Persons or firms submitting their qualifications and other responsive information in response to this RFQ are "Respondents" and their qualifications and information thus submitted are "Responses.") The contract resulting from this RFQ will provide for the selected CONTRACTOR to perform the scope of services (scope of work) set forth herein for the CITY's contemplated conversion of all existing overhead utility facilities, including electric, telecommunications, CATV, broadband, and similar facilities, to underground facilities (the "PROJECT"). The exact duration of the PROJECT is not known at this time, but the CITY believes that, including the planning, design, cost estimating, initial contract negotiations, and related support work that will be required in addition to additional contracting and construction management for the actual conversion of facilities through the PROJECT, the PROJECT will probably take between five (5) and eight (8) years. The actual construction and conversion work for the PROJECT is expected to be done in phases over the entire term of the PROJECT. The term of the contract that the CITY expects to result from this RFQ will therefore be for an initial period sufficient to cover the CONTRACTOR's work through the completion of the first phase of the PROJECT, with options to renew for additional periods based on the ultimate design and phasing of the PROJECT. Anticipated work includes PROJECT liaison services with CITY Staff and other agents and contractors of the CITY, CITY elected officials, the UTILITIES, other

government agencies, and citizens within the PROJECT area; engineering design and planning; construction planning; cost estimating, including due diligence and engineering reviews of cost estimates projected by the UTILITIES; support for CITY financing activities for the PROJECT; easement configurations; electrical, CATV and telecommunications design services; bid document preparation; assistance with contract negotiations with the UTILITIES and construction contractors and sub-contractors; contractor evaluation services; construction management services; contract management; provision of PROJECT as-builts; and related surveying and other related work as mutually agreed upon in conjunction with the PROJECT.

NO CONTACT CLAUSE:

All prospective Respondents are hereby instructed NOT to contact any member of the City of Destin City Council, City Manager, City of Destin staff member, City Attorney, or other CITY agent or representative working on the PROJECT, other than the authorized CITY contact person identified in this Solicitation, or the CITY's designated procurement staff member, regarding this solicitation package, or the Respondent's submittal package, or the CITY's Notice to Award at any time after the RFQ is issued and prior to the FORMAL AWARD for this PROJECT. Any such contact may be cause for rejection of your submittal. Contacts with CITY personnel, staff, agents and other representatives before the RFQ is issued shall not constitute grounds for disqualification or rejection of your proposal or submittal.

Any questions relative to any item or portion(s) of this solicitation should be directed to the City Clerk's Office, 850-837-4242 with Office Hours: MONDAY – FRIDAY, 8:00 A.M. TO 5:00 P.M. or email at clerk@cityofdestin.com

Lance A. Johnson, City Manager
City of Destin



RFQ NO. 20-03-CD
DESTIN UTILITY UNDERGROUNDING PROJECT MANAGEMENT

**SECTION 1 –SCOPE OF SERVICES AND
PROJECT INFORMATION**

1.1 INTRODUCTION:

The CITY is seeking the qualifications and services of a licensed professional engineer or engineering firm to provide project management and engineering support services to support the DESTIN UTILITY UNDERGROUNDING PROJECT, which will include the conversion of all existing overhead electric power distribution, cable television, internet/broadband, telecommunications, and similar or related facilities to underground facilities. The facilities to be converted include those of Gulf Power Company (GP), AT&T, Cox Communications, and Century Link (the “UTILITIES”). Anticipated work includes PROJECT liaison services with CITY Staff and other agents and contractors of the CITY, CITY elected officials, the UTILITIES, other government agencies, and citizens within the PROJECT area; engineering design and planning; construction planning; cost estimating, including due diligence and engineering reviews of cost estimates projected by the UTILITIES; support for CITY financing activities for the PROJECT; easement configurations; electrical, CATV and telecommunications design services; bid document preparation; assistance with contract negotiations with the UTILITIES and construction contractors and sub-contractors; contractor evaluation services; construction management services; contract management; provision of PROJECT as-builts; and related surveying and other related work as mutually agreed upon in conjunction with the PROJECT.

1.2 GOAL:

The CITY is seeking to underground all existing overhead electric power distribution, cable television, internet/broadband, telecommunications, and similar or related facilities within the City of Destin city limits. This will be accomplished in sections of the City of Destin and in phases as determined by City Council with the advice of the CONTRACTOR, the UTILITIES, CITY Staff, and other advisors and personnel working with the CITY on the PROJECT, including, by way of example and without limitation, financial advisors for special financing or MSBU/MSTU-type financing options for the PROJECT, bond counsel, and others as needed and engaged by the CITY for such purposes.

1.3 TERM OF THE PROJECT

The awarded CONTRACTOR will be issued an initial purchase order following Council approval. The term of the contract that the CITY expects to result from this RFQ will be for an initial period sufficient to cover the CONTRACTOR’s work through the completion of the first phase of the PROJECT, with options to renew for additional periods based on the ultimate design and phasing of the PROJECT.

1.4 SCOPE OF SERVICES TO BE PERFORMED:

For this PROJECT, the CITY foresees the need for the following specific services, comprising the scope of work contemplated by this RFQ, and recognizes that additional support services may be needed, as contemplated by the “additional services necessary” item below.

- a. Provision of information, advice, and technical consulting services to the CITY, and to citizens and groups of citizens regarding the overall PROJECT and specific facilities installations affecting individual properties.
- b. Serve as the CITY'S community liaison representative to address any issues between residents and the utility companies, and between residents and the CITY, and to provide communications regarding the PROJECT to the CITY'S residents as necessary.
- c. Coordinate the acquisition of any additional site and detailed survey data necessary to create conceptual designs, cost estimates, and detail data as necessary to generate final construction designs.
- d. Develop and review conceptual engineering and construction plans and detailed engineering and construction design plans for the undergrounding of overhead utilities facilities within the City, including, but not limited to, streetscape and landscape design, facility & infrastructure designs, easement requirements, PROJECT schedules and phasing, and cost estimates.
- e. Prepare or coordinate the preparation of Route Surveys, which shall include but are not limited to the proper location, monumentation, description or platting of the following routes: roadways, highways and existing utilities and geographical features and electrical needs, easements, ingress and egress easements such as approach routes.
- f. Participate in direct negotiations with Gulf Power (GP), Cox Communications, Century Link, AT&T, Destin Water Users, Inc., and Okaloosa Gas, to the extent applicable, with other utility providers, with respect to facility design and layout, facility configuration, equipment location and equipment selection, costs, work to be performed by or through each respective utility company, work to be performed by the CITY or through contracts with the CITY and CITY-employed contractors, and schedules.
- g. Facilitate the creation, acquisition, and recording of required easements.
- h. Coordinate services for the acquisition of contract construction resources for work that is to be done as part of the CITY'S responsibility for construction and installation of the new underground facilities pursuant to the PROJECT. This element includes not only coordinating the acquisition of contract construction resources, but also advising the CITY and participating in direct negotiations, on behalf of the CITY, with contractors and subcontractors that may be engaged to perform work that is the CITY'S responsibility under the CITY'S agreements with GP, Cox Communications, Century Link, AT&T, and any other utility providers in connection with the PROJECT.
- i. Prepare reliable and appropriately specified estimates of the cost (including both "hard" and "soft" costs) of implementing a full relocation of the existing overhead UTILITY systems within the City of Destin to underground systems. For each phase of the PROJECT, prepare reliable and appropriately specified estimates of the costs to complete each phase. For each phase of the PROJECT, assist CITY Staff and other CITY agents and representatives (e.g., financial advisors, financing advisors, bond counsel, and others) in identifying payment and financing options and methods, including possible grants for utility undergrounding and streetscape improvements, allocation of costs among UTILITY providers, residents and property owners, and the CITY.
- j. For each phase of the PROJECT, participate in materials procurement activities, including advising the CITY, the UTILITIES, and all contractors and subcontractors as to materials availability, suitability, and decisions; support bidding processes, negotiations, and procurement for materials to the extent necessary, particularly with respect to the procurement of materials for work to be

performed by or through the CITY, its contractors, and their subcontractors; and maintain satisfactory documents relative to the materials procurement activities.

- k. All design and construction components shall meet, as a minimum, all current Federal, State and CITY codes.
- l. Supervise, monitor, coordinate, facilitate, and inspect all construction activities, including coordinating inspections performed by the UTILITIES or the UTILITIES' contractors, to ensure compliance with contract requirements, to promote the timely and efficient completion of all work to the extent reasonably practicable, and to minimize adverse impacts on the community during the PROJECT construction work.
- m. Maintain satisfactory documents and records, as specified by the CITY, relative to the work performed by the CITY'S contractors and their subcontractors.
- n. Serve as the "CITY'S Representative" for all technical and engineering-related purposes relative to the contracts between the CITY and GP, AT&T, Cox Communication and Century Link, and, as necessary, other utility providers, and also relative to the contracts between the CITY and its contractors. The Respondent must acknowledge its understanding that this function is the equivalent of serving as the "Owner's Representative" in managing construction contracts and projects.
- o. Track and report to the CITY, on a weekly basis, the progress of all PROJECT activities, including those that are the responsibility of the utility providers as well as those that are the responsibility of the CITY'S contractors and their subcontractors, relative to construction progress, conformance of work completed or in progress to design plans and relevant standards for the particular work involved, compliance with contracts, and compliance with schedules established for various work components of the PROJECT, whether contractually established or not.
- p. Review completed work and associated contractor invoices and advise the CITY as to completed work and the suitability of contractor invoices.
- q. Maintain PROJECT records, as necessary, in accordance with established professional standards for engineers and in accordance with other established standards specified by the CITY.
- r. Coordinate site restoration activities, including identification of requirements, acquisition of contractor services, and verification of completed work, as necessary.
- s. Provide other services necessary to the execution of the PROJECT as may be required and approved by the CITY.

1.5 PROJECT DELIVERABLES:

For each phase of the PROJECT, CONTRACTOR will, in coordination with CITY Staff, other CITY representatives, CITY construction contractors, the UTILITIES, and others as applicable, provide or ensure the provision of the following deliverables to the CITY:

- 1. Complete design documents for each phase of the PROJECT, including the design for each UTILITY's overhead-to-underground conversion work for each phase.
- 2. Reliable and appropriately specified estimates of the costs to the CITY for each UTILITY's work and for the work to be done by CITY contractors and sub-contractors for each phase.
- 3. Copies of all contracts with any of the UTILITIES and copies of all contracts between the CITY and any contractors or sub-contractors engaged by the CITY.

4. Any construction drawings at preliminary, 60%, 90% and final release for construction plans and specifications and as-built drawings, in paper copies and electronic pdf, TIFF, and AutoCAD formats.
5. All necessary Federal, State, County, and CITY permits.
6. All real property or real estate acquisition documents to include but not limited to permanent and/or temporary easement acquisition, easement acquisition, right of entries/agreements, field title investigation, purchase offers and negotiation with landowners.
7. Presentations to the City of Destin City Council at City Council Meetings, workshops, or other Public Meetings as necessary and appropriate to keep the City Council and the public informed as to the progress of the PROJECT.



RFQ NO. 20-03-CD
DESTIN UTILITY UNDERGROUNDING PROJECT MANAGEMENT

SECTION 2 –INSTRUCTIONS TO RESPONDENTS

- A. The City of Destin will accept RFQ responses until **June 18, 2020 at 2:00 P.M. (prevailing Central Time)** at City Clerk's Office located at City Hall, 4200 Indian Trail Bayou Destin FL. 32541, to provide the City with Qualified Respondents for **RFQ No. 20-03-CD Destin Utility Undergrounding Project Management**
- B. Any responses received after the above stated time and date will NOT be considered. It shall be the sole responsibility of the Respondent to have their Response submittal **delivered to City Clerk's Office** for receipt on or before the above stated time and date. Responses that arrive after the above stated deadline as a result of delay by the mail service shall not be considered, and arrangements shall be made for their return at the Respondent's request and expense. The CITY reserves the right to consider submittals that have been determined by the CITY to be received late due solely to mishandling by the CITY after receipt of the Response and prior to the award being made.
- C. All Responses will be publicly opened and recorded for acknowledgement of receipt in the City Hall Boardroom on **June 18, 2020 no later than 2:00 P.M. (prevailing Central Time)**. All Respondents and their representatives are invited to be present. The City Hall Boardroom is located in City Hall, 4200 Indian Bayou Trail Destin, FL. 32541.
- D. Respondents may request information regarding the RFQ in writing from City Clerk Rey Bailey, clerk@cityofdestin.com. Such a request shall be received in writing at least five (5) days prior to the submittal deadline.
- E. If any addendum(s) are issued to this Request for Qualifications, the City will attempt to notify all prospective respondents. It shall be the responsibility of each Respondent, prior to submitting the RFQ response, to contact the City Clerk's Office, at (850) 837-4242 to determine if any addendum(s) were issued and to complete any addendum acknowledgements as part of their RFQ response.
- F. One (1) original, so designated, and nine (9) copies (total of ten (10) submissions) and one digital copy on a flash drive shall be submitted in a sealed package clearly marked on the outside: "RFQ No. 20-03-CD Destin Utility Underground Project Management" and addressed to: City of Destin, City Clerk's Office, 4200 Indian Bayou Trail, Destin, FL 32541
- G. Responses shall clearly indicate the legal name, address and telephone number of the Respondent. Responses shall be signed above the typed or printed name and title of the signer and shall include the full direct contact information (telephone, street address, and electronic mail address) of the signer. The signer shall have the authority to bind the Respondent to the submitted Response. Respondents must note their Federal I.D. number on their Response.
- H. All expenses for making, preparing, and delivering Responses to the CITY's RFQ are to be borne by the Respondent.
- I. Responses shall be evaluated by the Bid Committee in accordance with SECTION 4 – EVALUATION OF RESPONSES.
- J. The Bid Committee shall consist of CITY of Destin staff members.

- K. A sample draft agreement that the CITY intends to execute with the successful firm is contained within this Request for Qualifications for review. The CITY reserves the right to modify the contract language prior to execution. The actual scope of services and consulting fees will be negotiated following selection of the top firm(s).
- L. Each Respondent, by submission of an RFQ Response, acknowledges that, in the event of any legal action challenging the award of a contract or agreement pursuant to this RFQ, damages, if any, shall be limited to the actual cost of the preparation of the Respondent's Response. 



RFQ NO. 20-03-CD DESTIN UTILITY UNDERGROUNDING PROJECT MANAGEMENT

SECTION 3 – RESPONSE SUBMISSION REQUIREMENTS

3.1 SUBMISSION OF RESPONSES

- A. **General Requirements.** The purpose of the RESPONSE is to demonstrate the qualifications, competence, and capacity of the Respondents seeking to undertake the requirements of this Request for Qualifications. As such, the substance of the Response will carry more weight than their length, form, or manner of presentation. The Technical Response should demonstrate the qualification of the Respondent and the particular staff to be assigned to his engagement. It should also specify an approach that will meet or exceed the Request for Qualifications requirements.

The selected Respondent shall provide sufficient organization, personnel, and management to carry out the requirements of this RFQ in an expeditious and economical manner, consistent with the needs of the City. Additionally, the selected Respondent will be required to demonstrate recent experience with the successful completion of services similar to those specified within this RFQ.

- B. **Certification and Licenses.** Respondents must include with their Responses copies of all applicable certificates and licensing or business permits related to the Scope of Services specified herein.
- C. **Detailed Response.** The detailed Response should follow the order set forth in this Section 3 of this Request for Qualifications.

1. Letter of Interest

The Letter of Interest shall be a maximum of one (1) page that summarizes the Respondent's primary qualifications and that includes a firm commitment to provide the proposed services. The Letter of Interest shall be signed by the Respondent or person authorized to bind the Respondent to the submitted Response.

2. Respondent's Qualifications

- a) Complete and submit Respondent's Qualification Statement, provided in Appendix A to this RFQ.
- b) Describe the Respondent and provide a statement of the Respondent's qualifications for performing requested consulting services. Identify the services which would be completed by the Respondent's staff and those that would be provided by sub-consultants or sub-contractors, if any. Identify any sub-consultants and sub-contractors that the Respondent proposes to utilize to supplement the Respondent's staff and describe the qualifications of any such sub-consultants and sub-contractors.

- c) If the Principal Place of Business is different than the location specified in the Respondent's Qualification Statement, then Respondent shall specify the office locations from which each phase of the PROJECT will be managed, performed, and produced.

3. Qualifications of Project Team, (key project members) and availability of Specialty Resources.

Provide an overview of the qualifications of the specific project team members that the Respondent proposes will perform the requested services, including:

- a) An organizational chart that clearly defines the lines of authority and specifically lists the Client Service Manager, Project Manager, and Primary Project Professional. These project team members are hereafter referenced as "Key Project Members". This information shall be contained on a maximum of one (1) page.
- b) Provide a maximum of four resumes for Key Project Members outlining the relevant experience and education for this PROJECT. Each resume is limited to one (1) page.
- c) Sub-consultant firms and key personnel from these firms shall be clearly identified. Respondents must expressly recognize that the CITY will not allow substitution of Key Project Members during the Contract period without the written agreement of the CITY.
- d) Availability location and workload of the proposed team contained on a maximum of one (1) page including:
 - 1. Current project work listing and remaining labor commitments, including the estimated conclusion date for each remaining commitment.
 - 2. Historically, describe the typical number of projects handled by the Respondent's Key Project Members at any given time.
 - 3. Projected workload of project management activities as defined in the scope of services.
 - 4. Identification of any sub-consultant firms providing significant services that may be assigned more than five percent (5%) of the work.

4. Project Approach, demonstrated skill set, and innovative ideas that will be used to address the Scope of Services.

The response should include detailed information as to how the Respondent will perform and complete the Scope of Services that demonstrates the Respondent's understanding of the scope of work and how they intend to meet the goals and objectives of the PROJECT. Consideration shall be given for effectiveness of potential solution(s), creativity and innovation of proposed solutions and comprehensive utilization of proposed personnel to meet the RFQ deliverables. This section shall be limited to no more than six (6) pages. Descriptions of the Respondent's approach to the PROJECT and plans for completing the Scope of Services that are longer than 6 pages will not be evaluated after page 6.

5. References – Past Performance

Provide a list of two (2) governmental agencies as references for similar Utilities Consulting contracts for which the Respondent has completed or are in progress within the past three (3) years with the following information: 1) Name of Agency, 2) Address, and 3) Contact Name and telephone number.

Contact persons must be informed that they are being used as reference and that the CITY or the CITY's designee will be contacting them for information. Bid Committee Members or another CITY designee will call (or attempt to contact via email) each reference up to three (3) times. If there is no answer or response after the third attempt, the CITY may apply no points for that project experience.

6. Submittal of General Information and Procurement Forms and Documents

Procurement forms can be found in Appendix 'A' and must be completed, signed and notarized when required and submitted. In addition, all other requested and supporting documentation should be included in this Chapter.

- a) Respondent Acknowledgement
- b) Addenda Acknowledgement (if applicable)
- c) Confirmation of Drug Free Workplace
- d) Schedule of Sub-Consultant(s) and Sub-Contractor
- e) Submit proof of Professional Liability Insurance at the levels identified on the Insurance Advisory Form herein as an attachment.
- f) Submit any Supplemental information relative to this RFQ.



RFQ NO. 20-03-CD
DESTIN UTILITY UNDERGROUNDING PROJECT MANAGEMENT

SECTION 4 – EVALUATION OF RESPONSES

4.1 SUBMISSION OF RESPONSES

A. Request for Qualification Requirements

The Bid Committee will review and evaluate all Responses to this RFQ. A sequential ranking of all Respondents will be developed. The final ranking will be presented to the City Council. The determination shall be based upon the following criteria and respondents shall provide, as a minimum, the information listed under each criterion. Failure to provide adequate information listed on any criterion may result in rejection of the submittal as non-responsive.

The Qualification Package is designed to provide information about your firm. Therefore, the said information will be used in evaluating the firm's qualifications to perform the advertised work. Responses will be evaluated by the Bid Committee in accordance with weighted criteria listed below:

<u>Description</u>	<u>Point Range</u>
Qualifications of the Respondent to include past performance	25
Assigned Staff Qualifications & Experience	25
Project Approach	35
References	15
Total	100

B. Selection Process

1. The Bid Committee consisting of CITY staff will review each written submission for compliance with the requirements of the RFQ, including verifying that each Response includes all documents required. In addition, the Committee will ascertain whether the provider is qualified to render the required services according to State regulations and the requirements of this RFQ.
2. The Bid Committee will score and rank all responsive Responses based on the requirements of the RFQ and determine a minimum of three (3) firms deemed to be the most highly qualified to perform the required service. If fewer than three (3) firms are deemed to be qualified to render the required services, then the Bid Committee will score and rank the responsive Responses from firms that are qualified to render the required services.

3. The Bid Committee will conduct a public meeting chaired by the Finance Director or the City Manager's designee to discuss the individual scores and summarize the scores in a ranking matrix to be forwarded to the City Council.
4. In the event of a tie score within the top three spots, the City Manager shall provide the tie-breaker score based on the City Manager's application of the criteria set forth in subsection 4.A.1 above.



RFQ NO. 20-03-CD
DESTIN UTILITY UNDERGROUNDING PROJECT MANAGEMENT

SECTION 5 –GENERAL CONDITIONS FOR RESPONDENTS

1. **FAMILIARITY WITH LAWS:** The Respondent is presumed to have full knowledge of and be in compliance with all Federal, State, and Local laws, ordinances, rules, and regulations that in any manner affect the equipment and the services provided to the CITY. Ignorance on the part of the Respondent will in no way relieve Respondent of responsibility to adhere to such regulations.
2. **RFQ FORMS:** The Respondent will submit its Response and accompanying materials on the RFQ forms provided. All prices, amounts and descriptive information must be legibly entered. The Respondent must state the price and the time of delivery for which they propose to deliver the equipment or service requested. All RFQ forms must be executed and submitted for easy identification. The face of the envelope shall contain the company's name and address, RFQ title, number, RFQ date and time. Responses that are not submitted on the RFQ forms herein may be rejected. All Responses are subject to the conditions specified within this solicitation document. Responses which do not comply with these conditions are subject to rejection.
3. **EXECUTION OF RFQ:** Every Response must contain a manual signature of an authorized representative in the space provided on all affidavits and response sheets.
4. **RFQ DEADLINE:** It is the Respondent's responsibility to assure that its Response is delivered at the proper time and place prior to the RFQ deadline. The CITY is not responsible for the U.S. Mail or private couriers in regard to mail being delivered by a specified time so that a Response can be considered. Responses which for any reason are not delivered by the deadline will not be considered. If no award has been made, the CITY reserves the right to consider Responses that have been determined by the CITY as late. Offers by telegram or telephone are not acceptable.
5. **RIGHTS OF THE CITY:** The City expressly reserves the right to:
 - A. Waive any defect, irregularity or informality in any RFQ or RFQ procedure.
 - B. Cancel this RFQ's at any time.
 - C. Reject any or all Responses.
 - D. Reissue this RFQ or issue a new RFQ.
 - E. Extend the Response submission deadline time and date.
 - F. Consider and accept an alternate Response as provided herein when most advantageous to the City.
6. **STANDARDS:** Factors to be considered in determining whether the standard of responsibility has been met include whether a prospective Respondent has:
 - A. Available the appropriate financial, material, equipment, facility, and personnel resources and expertise, or the ability to obtain such, necessary to indicate its capability to meet all contractual requirements.
 - B. A satisfactory record of performance.

- C. A satisfactory record of integrity.
 - D. Qualified legal to Contract within the State of Florida and the CITY:
 - E. Supplied all necessary information in connection with the inquiry concerning responsibility.
7. INTERPRETATIONS: Any questions concerning conditions and specifications should be directed to the authorized personnel identified in the RFQ document in writing no later than ten (10) days prior to the RFQ deadline. Inquiries must reference the date by which Responses to the RFQ are to be received.
 8. CONFLICT OF INTEREST: The award hereunder is subject to all conflict of interest provisions of the CITY, Okaloosa County, and the State of Florida.
 9. SUBCONTRACTING: If a Respondent subcontracts any portion of a Contract for any reason, the Respondent must state the name and address of the subcontractor and the name of the person to be contacted on the attached "Schedule of Subcontractors". The CITY reserves the right to accept or reject any or all Responses wherein a subcontractor is named and to make the award to the Respondent, who, in the opinion of the CITY, will be in the best interest of and/or most advantageous to the CITY. The CITY also reserves the right to reject a Response of any Respondent if the Response names a subcontractor who has previously failed in the proper performance of an award or failed to deliver on time Contracts of a similar nature, or who is not in a position to perform properly under this award. The CITY reserves all rights in order to make a determination as to the foregoing.
 10. ADDENDA: From time to time, the CITY may issue an addendum to change the intent or to clarify the meaning of the Contract documents. It is each Respondent's responsibility to check with the CITY and immediately secure all addenda before submitting its Response. Each Respondent shall acknowledge receipt of ALL addenda by notation on the Addenda Acknowledgement form herein and shall adhere to all requirements specified in each addendum prior to submission of the Response.
 11. ANTITRUST CAUSE OF ACTION: In submitting a Response to the CITY, the Respondent offers and agrees that if its Response is accepted, the Respondent will convey, sell, assign or transfer to the CITY all rights, title and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and State of Florida for price fixing relating to the particular commodities or services purchased or acquired by the CITY. At the CITY's discretion, such assignment shall be made and become effective at the time the Finance Department tenders final payment to the Respondent.
 12. LEGAL REQUIREMENTS: Federal, State, County, and CITY laws, ordinances, rules, and regulations that in any manner affect the items covered herein apply. Lack of knowledge by the Respondent will in no way be a cause for relief from responsibility.
 13. ON PUBLIC ENTITY CRIMES – All Invitations to respond to RFQs as defined by Section 287.012(11), Florida Statutes, requests for proposals as defined by Section 287.012(16), Florida Statutes, and any contract document described by Section 287.058, Florida Statutes, shall contain a statement informing persons of the provisions of paragraph (2)(a) of Section 287.133, Florida Statutes, which reads as follows:

"A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies 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 any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017

for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.”.

14. ADVERTISING: In submitting a Response to this RFQ, the Respondent agrees not to use the results as a part of any commercial advertising.
15. ASSIGNMENT: Any Purchase Order issued pursuant to this RFQ invitation and the funds which may become due hereunder are not assignable except with the prior written approval of the CITY.
16. INDEMNIFICATION & CITY’S SOVEREIGN IMMUNITY: The selected Respondent shall hold and save harmless the CITY (i.e., the City of Destin, Florida), its officers, agents, volunteers and employees from liability of any kind in the performance of this Contract. Further, the selected Respondent(s) shall indemnify, save harmless and undertake the defense of the CITY, its City Council Members, agents, servants and employees from and against any and all claims, suits, actions, damages, or causes of action arising during the term of this Contract, for any personal or bodily injury, loss of life, or damage to property arising directly or indirectly from Respondent’s operation pursuant to this Contract and from and against all costs, counsel fees, expenses and liabilities incurred in and about any such claims, the investigation thereof, or the defense of any action or proceedings brought thereon, and from and against any orders or judgments which may be entered therein. The CITY shall notify the Respondents within ten (10) days of receipt by the CITY of any claim, suit or action against the CITY arising directly or indirectly from the operations of the Respondents hereunder, for which the CITY may be entitled to a claim or indemnity against the Respondent, under the provisions of this Contract. Respondent shall have the right to control the defense of any such claim, suit or actions. The Respondent shall also be liable to the CITY for all costs, expenses, attorneys’ fees and damages which may be incurred or sustained by the CITY by reason of the Respondent’s breach of any of the provisions of the contract. Respondent shall not be responsible for negligent acts of the CITY or its employees.

Further, CITY is a political subdivision of the State of Florida and enjoys sovereign immunity. Nothing in the Agreement is intended, nor shall be construed or interpreted, to waive or modify the immunities and limitations on liability provided for in Section 768.28, Florida Statute, as may be emended from time to time, or any successor statute thereof. To the contrary, all terms and provisions contained in the Agreement, or any disagreement or dispute concerning it, shall be construed or resolved so as to ensure CITY of the limitation from liability provided by any successor statute thereof. To the contrary, all terms and provision contained in the Agreement, or any disagreement or dispute concerning it, shall be construed or resolved so as to ensure CITY of the limitation from liability provided to the State’s subdivisions by state law.

17. CONTRACT AGREEMENT:

An Agreement outlining the Scope of Services with the intent of accomplishing a timely, cost-effective completion of a given project, or a specified phase of the overall PROJECT, will be provided. Specific Task Orders stipulating the Scope of Services or Work to be performed or provided will be issued after the execution of said Agreement. The Agreement will be based on successful negotiation.

18. FUNDING OUT:

The resultant Agreement shall remain in full force and effect only as long as the expenditures provided for in the Agreement have been appropriated by the City of Destin City Council in the annual budget for each fiscal year of this Agreement. The Agreement is expressly subject to termination based on lack of funding.

19. PUBLIC RECORDS:

Sealed documents received by the CITY in response to an invitation are exempt from public records disclosure until thirty (30) days after the opening of the Response/Bid unless the CITY announces intent to award sooner, in accordance with Florida Statutes 119.07.

However, certain exemptions to the public records law are statutorily provided for in Florida Statutes 119.07. If the Respondent believes any of the information contained within their response is exempt from the Public Records Law, then the Respondent must identify in their Response, the material which is deemed to be exempt and cite the legal authority for the exemption. The CITY's determination of whether an exemption applies shall be final, and the Respondent agrees to defend, indemnify, and hold harmless the CITY and the CITY's officers, employees, and agents, against any loss or damages by any person or entity as a result of the CITY's treatment of records as public records.

The CITY is a public agency subject to Chapter 119, Florida Statutes. The CONTRACTOR shall comply with Florida's Public Records Law. Effective July 1, 2013, Section 119.071, Fla. Stat., the contractor shall:

1. Keep and maintain public records that ordinarily and necessarily would be required by the CITY in order to perform the service.
2. Provide the public with access to such public records on the same terms and conditions that the CITY would provide the records and at a cost that does not exceed that provided in Chapter 119, FL Statute, or as otherwise provided by law;
3. Ensure that public records that are exempt or that are confidential and exempt from public record requirements are not disclosed except as authorized by law; and
4. Meet all requirements for retaining public records and transfer to the CITY, at no cost, 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. All records stored electronically must be provided to the CITY in a format that is compatible with the information technology of the agency.

Failure of the contractor to comply with the provisions set forth in this General Condition shall constitute a Default and Breach of the Agreement with the CITY.



RFQ NO. 20-03-CD
DESTIN UTILITY UNDERGROUNDING PROJECT MANAGEMENT

SECTION 6 – SPECIAL CONDITIONS

1. The CITY, by written notice, may terminate in whole or in part any Contract resulting from this RFQ when such action is in the best interest of the CITY. If the Contract(s) are so terminated the CITY shall be liable only for payment for services rendered prior to the effective date of termination. Services rendered will be interpreted to include costs of items already delivered plus reasonable costs of supply actions short of delivery. Such reasonableness shall be at the sole discretion of the CITY.
2. It shall be the responsibility of the successful Respondent to maintain workers' compensation insurance, professional liability, property damage liability insurance and vehicular liability insurance, during the time any of Respondent's personnel are working on CITY property. The successful Respondent shall furnish the CITY with a certificate of insurance after award has been made and prior to the start of any work on CITY property. Said insured companies must be authorized to do business in the State of Florida.
3. The CITY reserves the right, before awarding a Contract, to require a Respondent to submit such evidence of qualifications as it may deem necessary, and may consider any evidence available to it of the financial, technical and other qualifications and abilities of a Respondent, including past performance (experience) with the CITY in making the award in the best interest of the CITY.

APPENDIX “A”

THE DOCUMENTS

BEHIND THIS PAGE

MUST ACCOMPANY RESPONSE

IN ORDER FOR SUBMITTAL

TO BE CONSIDERED

COMPLETE AND ACCEPTABLE





RESPONDENT ACKNOWLEDGEMENT

Submit Responses To: City of Destin
CITY CLERK'S OFFICE
4200 Indian Trail Bayou
Destin, Florida 32541
Telephone: (850) 837-4242

RFQ NO. 20-03-CD DESTIN UTILITY UNDERGROUNDING PROJECT MANAGEMENT

Responses must be received by: **No Later Than 2:00 P.M. Prevailing Central Time**
on
June 18, 2020.

Responses will be publicly opened and recorded for acknowledgement of receipt in the City Hall Boardroom, unless specified otherwise, on: **June 18, 2020, no later than 2:00 p.m. Prevailing Central Time** and may not be withdrawn within ninety (90) days after such date and time.

Name of Vendor: _____

Federal I.D. Number: _____

A Corporation of the State of: _____

Area Code: _____ Telephone Number: _____

Area Code: _____ FAX Number: _____

Mailing Address: _____

City/State/Zip: _____

Vendor Mailing Date: _____

Authorized Signature

Name Typed



RESPONDENT'S QUALIFICATION STATEMENT

RFQ NO. 20-03-CD

DESTIN UTILITY UNDERGROUNDING PROJECT MANAGEMENT

The undersigned certifies under oath the truth and correctness of all statements and of all answers to questions made hereinafter:

SUBMITTED TO: City of Destin
CITY CLERK'S OFFICE
4200 Indian Trail Bayou
Destin, Florida 32541
Telephone: (850) 837-4242

Check One

Submitted By:	Corporation	☐
Name: _____	Partnership	☐
Address: _____	Individual	☐
City, State, Zip: _____	Other	☐
Telephone No.: _____		
Fax No.: _____		

1. State the true, exact, correct and complete name of the partnership, corporation, trade or fictitious name under which you do business and the address of the place of business.

The correct name of the Respondent is:

The address of the principal place of business is:

2. If Respondent is a corporation, answer the following:

- a. Date of Incorporation: _____
- b. State of Incorporation: _____
- c. President's name: _____
- d. Vice President's name: _____
- e. Secretary's name: _____
- f. Treasurer's name: _____
- g. Name and address of Resident Agent: _____

3. If Respondent is an individual or a partnership, answer the following:
- a. Date of organization: _____
 - b. Name, address and ownership units of all partners:

 - c. State whether general or limited partnership: _____
4. If Respondent is other than an individual, corporation or partnership, describe the organization and give the name and address of principals:

5. If Respondent is operating under a fictitious name, submit evidence of compliance with the Florida Fictitious Name Statute.

6. How many years has your organization been in business under its present business name?

- Under what other former names has your organization operated?

7. Indicate registration, license numbers or certificate numbers for the businesses or professions, which are the subject of this Bid. Please attach certificate of competency and/or state registration.

8. Have you ever failed to complete any work awarded to you? If so, state when, where and why:

9. List the pertinent experience of the key individuals of your organization (continue on insert sheet, if necessary)

10. State the name of the individual who will have personal supervision of the work:

11. State the name and address of attorney, if any, for the business of the Respondent:

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:

13. State the names, addresses, and the type of business of all firms that are partially or wholly owned by Respondent:

14. Annual Average Revenue of the Respondent for the last three years as follows:

		<u>Revenue Index Number</u>
a.	Government Related Work	
b.	Non-Governmental Related Work	
	<i>Total Work (a +b):</i>	

Revenue Index Number

1.	Less than \$100,000
2.	\$100,000 to less than \$250,000
3.	\$250,000 to less than \$500,000
4.	\$500,000 to less than \$1 million
5.	\$1 million to less than \$2 million
6.	\$2 million to less than \$5 million
7.	\$5 million to less than \$10 million
8.	\$10 million to less than \$25 million
9.	\$25 million to less than \$50 million
10.	\$50 million or greater

15. Bank References:

Bank	Address	Telephone

16. 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).

17. Provide descriptions of quality assurance/quality control management methods (continue on insert sheet, if necessary):

18. What will be your turnaround time for written responses to City inquiries?

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.

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.

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.

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.

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 qualifications 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)_____

Subscribed and sworn to before me

This _____ day of _____, 20 _____

Notary Public (Signature)

My Commission Expires: _____



ADDENDA

RFQ NO. 20-03-CD DESTIN UTILITY UNDERGROUNDING PROJECT MANAGEMENT

RESPONDENT: _____

DATE SUBMITTED: _____

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:

<u>ADDENDUM NO.</u>	<u>DATE</u>	<u>ADDENDUM NO.</u>	<u>DATE</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

☐ NO ADDENDUM WAS RECEIVED IN CONNECTION WITH THIS BID



CONFIRMATION OF DRUG-FREE WORKPLACE

IDENTICAL TIE SUBMITTALS

Preference shall be given to businesses with drug-free workplace programs. Whenever two or more submittals which are equal with respect to price, quality, and service are received by the City of Destin or by any political subdivision for the procurement of commodities or contractual services, a submittal received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie submittals will be followed if none of the tied vendors have 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 submittal a copy of the statement specified in subsection (1).
- 4) In the statement specified in subsection (1), notify the employee that, as a condition of working on the commodities or contractual services that are under submittal, 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 of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than 5 days after such conviction.
- 5) Impose a sanction on or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by, any employee who is so 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 the statement, I certify that this integrator complies fully with the above requirements.

Vendor's Signature: _____

DESTIN UTILITY UNDERGROUNDING PROJECT MANAGEMENT

SCHEDULE OF SUB-CONTRACTORS

The Undersigned Bidder proposes the following major subcontractors for the major areas of work for the Project. The Bidder is further notified that all sub-contractors 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.

<u>Name of Sub-Contractor</u>	<u>Address of Sub-Contractor</u>	<u>License No.:</u>	<u>Contract Amount</u>	<u>Percentage (%) of Contract</u>

Signature_____

Date:_____

Title/Company_____

Owner 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. Owner reserves the right to inspect all facilities of any sub-contractor in order to make a determination as to the foregoing.

***APPENDIX
'B'***

DRAFT AGREEMENT



AGREEMENT FOR 20-03-CD DESTIN UTILITY UNDERGROUNDING PROJECT MANAGEMENT

THIS AGREEMENT FOR DESTIN UTILITY UNDERGROUNDING PROJECT MANAGEMENT (hereinafter, the "Agreement") is entered into between the City of Destin, Florida hereinafter referred to as "CITY", and _____TBD_____, hereinafter referred to as "CONTRACTOR", each hereinafter a "Party" and collectively the "Parties," in consideration of the mutual benefits, terms, and conditions hereinafter specified.

WHEREAS, pursuant to Section 287.055, Florida Statutes, the CITY solicited responses to a Request for Qualifications in anticipation of entering into a non-exclusive contract to perform professional services with an engineering firm for required services, and

WHEREAS, the CITY issued a Request for Qualifications for DESTIN UTILITY UNDERGROUNDING PROJECT MANAGEMENT, RFQ No. 20-03-CD (the "RFQ"); and

WHEREAS, the RFQ defined the Scope of Services and included certain specified Project Deliverables as outlined in the RFQ; and

WHEREAS, the CITY determined that CONTRACTOR was qualified for appointment to perform the scope of services set forth in the RFQ; and

WHEREAS, the City Council of the CITY on 2020, determined that CONTRACTOR was qualified for engagement to perform the Scope of Services set forth in the RFQ and directed the City Manager to negotiate an agreement with the CONTRACTOR; and

WHEREAS, the City Manager, through his administrative staff, has successfully negotiated this Agreement with CONTRACTOR defining terms and conditions for the performance of consulting services within the scope of the RFQ.

NOW, THEREFORE, in consideration of the mutual covenants expressed herein, each of which is expressly incorporated below, the Parties agree as follows:

ARTICLE 1 - SERVICES

CONTRACTOR agrees to perform Utility Undergrounding Project Management services by way of individual task orders or purchase orders, at the request of the CITY during the term of this Agreement, including the provision of all labor, materials, equipment and supplies (the "PROJECT"). The specified scope of work and services in connection with the PROJECT which may be assigned to CONTRACTOR is set forth on Exhibit " ", which may from time to time be modified upon mutual agreement of the Parties.

The CITY's representative and point of contact during the performance of this Agreement shall be Webb Warren, Telephone (850) 837-4242.

The CONTRACTOR's representative and point of contact during the performance of this Agreement shall be _____.

ARTICLE 2 - TERM

The CONTRACTOR shall be available to commence services immediately following City Council approval and execution of the Agreement by both Parties. CONTRACTOR shall complete and deliver the written and electronic Project Deliverables set forth in Section 1.5 of the RFQ on the schedule agreed to by the Parties. CONTRACTOR shall be available to make interim presentations to the City Manager and City Council during the course of the PROJECT, it being understood that CITY and CONTRACTOR will work together on scheduling the contemplated meetings as efficiently as practicable. CONTRACTOR shall also be available to the CITY for consultation with the City Manager, City Council, other CITY personnel and attorneys, and personnel, agents, and representatives of all affected UTILITIES and other parties throughout the term of this Agreement, including any renewal periods or terms thereof.

ARTICLE 3 – TIME OF PERFORMANCE

Work under this Contract shall commence upon the giving of written notice by the CITY to the CONTRACTOR by way of purchase order.

ARTICLE 4 - PAYMENT

The CONTRACTOR shall be paid by the CITY for completed work and for services rendered under this Agreement as follows:

- a. Payment for the work provided by CONTRACTOR shall be made as provided on Exhibit " " attached hereto.
- b. The CONTRACTOR may submit vouchers to the CITY once per month during the progress of the Work for partial payment for work and tasks completed to date. Such vouchers will be reviewed by the CITY, and upon City approval of the vouchers or any part thereof, payment will be made to the CONTRACTOR in the amount approved.
- c. Final payment of any balance due the CONTRACTOR of the total contract price earned for each phase of the PROJECT will be made promptly upon its ascertainment and verification by the CITY after the completion of the Work under this Agreement and its acceptance by the CITY.
- d. Payment as provided in this section shall be full compensation for work performed, services rendered and for all materials, supplies, equipment and incidentals necessary to complete the work and CONTRACTOR shall have no other recourse against the CITY.

ARTICLE 5 - OWNERSHIP AND USE OF DOCUMENTS

All documents, drawings, specifications and other materials produced by the CONTRACTOR in connection with the services rendered under this Agreement shall be the property of the CITY whether the project for which they are made is executed or not. The CONTRACTOR shall be permitted to retain copies, including reproducible copies, of drawings and specifications for information, reference and use in connection with CONTRACTOR's

endeavors.

ARTICLE 6 - FUNDING

This Agreement shall remain in full force and effect only as long as the expenditures provided in the Agreement have been appropriated by the CITY in the annual budget for each fiscal year of this Agreement, and the Agreement is expressly subject to termination based on lack of funding.

ARTICLE 7 - WARRANTIES AND REPRESENTATIONS

CONTRACTOR represents and warrants to the CITY that it is competent to engage in the scope of services contemplated under this Agreement and that it will retain and assign qualified professionals to all assigned tasks, elements, and components of the PROJECT during the term of this Agreement. CONTRACTOR's services shall meet a standard of care for professional engineering and related services equal to or exceeding the standard of care for engineering professional practicing under similar conditions. In submitting its response to the RFQ, CONTRACTOR has represented to CITY that certain individuals employed by CONTRACTOR shall provide services to CITY pursuant to this Agreement. CITY has relied upon such representations. Therefore, CONTRACTOR shall not change the designated Project Manager for any phase of the PROJECT without the advance written approval of the CITY, which consent may be withheld in the sole and absolute discretion of the CITY.

ARTICLE 8 - COMPLIANCE WITH LAWS

CONTRACTOR shall, in performing the services contemplated by this service Agreement, faithfully observe and comply with all federal, state and local laws, ordinances and regulations that are applicable to the services to be rendered under this Agreement.

ARTICLE 9 - INDEMNIFICATION

CONTRACTOR shall indemnify, defend and hold harmless the CITY, its officers, agents and employees, from and against any and all claims, losses or liability, or any portion thereof, including attorneys' fees and costs, arising from injury or death to persons, including injuries, sickness, disease or death to CONTRACTOR's own employees, or damage to property occasioned by a negligent act, omission or failure of the CONTRACTOR. Neither Party to this Agreement shall be liable to any third party claiming directly or through the other respective Party, for any special, incidental, indirect or consequential damages of any kind, including but not limited to lost profits or use that may result from this Agreement or out of the services or goods furnished hereunder.

ARTICLE 10 - INSURANCE

10.1 During the performance of the services under this Contract, CONTRACTOR shall maintain the following insurance policies, and provide originals or certified copies of all policies, and all such policies shall be written by an insurance company authorized to do business in Florida.

10.1.1 Worker's Compensation Insurance: The CONTRACTOR shall procure and maintain continuously for the life of this Contract, Worker's Compensation Insurance covering all employees with limits meeting all applicable state and federal laws. This coverage shall include Employer's Liability with limits meeting all applicable state and federal laws. This

coverage must extend to any sub-Consultants or sub-Contractors that do not have their own Worker's Compensation and Employer's Liability Insurance. The policy must contain a waiver of subrogation in favor of the CITY, executed by the insurance company.

10.1.2 Comprehensive General Liability: The CONTRACTOR shall procure and maintain for the life of this Contract, Comprehensive General Liability Insurance. This coverage shall be on an "Occurrence" basis. Coverage shall include Premises and Operations; Independent Contractors, Products Completed Operations and Contractual Liability with specific reference to Article 9, "Indemnification" of this Agreement. This policy shall provide coverage for death, personal injury or property damage that could arise directly or indirectly from the performance of this Agreement. CONTRACTOR shall maintain a minimum coverage of \$1,000,000 per occurrence and \$1,000,000 aggregate for personal injury and \$1,000,000 per occurrence/aggregate for property damage. The general liability insurance shall include the CITY as an additional insured and shall include a provision prohibiting cancellation of the policy upon less than thirty (30) days prior written notice to the CITY.

10.1.3 Business Automobile Liability: The CONTRACTOR shall procure and maintain, for the life of this Contract, Business Automobile Liability Insurance. The CONTRACTOR shall maintain a minimum amount of \$1,000,000 combined single limit for bodily injury and property damage liability to protect the CONTRACTOR from claims for damage for bodily and personal injury, including death, as well as from claims for property damage, which may arise from the ownership, use, or maintenance of owned and non-owned automobile, included rented automobiles, whether such operations be by the CONTRACTOR or by anyone directly or indirectly employed by the CONTRACTOR.

10.1.4 Professional Liability (Errors and Omissions) Insurance: The CONTRACTOR shall procure and maintain for the life of this Contract Professional Liability insurance in the minimum amount of \$1,000,000 per occurrence.

10.2 It shall be the responsibility of the CONTRACTOR to ensure that all sub-contractors comply with the same insurance requirements referenced above.

10.3 If, in the judgment of the CITY, prevailing conditions warrant the provision by the CONTRACTOR of additional liability insurance coverage or coverage which is different in kind, the CITY reserves the right to require the provision by CONTRACTOR of an amount of coverage different from the amounts or kind previously required and shall afford written notice of such change in requirements thirty (30) days prior to the date on which the requirements shall take effect. Should the CONTRACTOR fail or refuse to satisfy the requirement of changed coverage within the thirty (30) days following the CITY's written notice, the CITY, at its sole option, may terminate the Contract upon written notice to the CONTRACTOR, said termination taking effect on the date that the required change in policy coverage would otherwise take effect.

10.4 CONTRACTOR shall, for a period of two (2) years following the termination of the Agreement, maintain a "tail coverage" in an amount equal to that described above for Comprehensive Liability Insurance on a claims-made policy only

ARTICLE 11 - INDEPENDENT CONTRACTOR

- 11.1 The CONTRACTOR and the CITY agree that the CONTRACTOR is an independent contractor with respect to the services provided pursuant to this Agreement. Nothing in this Agreement shall be considered to create the relationship of employer and employee between the parties hereto. Neither CONTRACTOR nor any employee of CONTRACTOR shall be entitled to any benefits accorded CITY employees by virtue of the services provided under this Agreement. The CITY shall not be responsible for withholding or otherwise deducting federal income tax or social security or for contributing to the state industrial insurance program, or otherwise assuming the duties of an employer with respect to CONTRACTOR, or any employee of the CONTRACTOR.
- 11.2 CONTRACTOR acknowledges and understands that, as an independent contractor pursuant to this Agreement, CONTRACTOR shall comply with Chapter 119, Florida Statutes, as amended (Public Records). CONTRACTOR's obligation includes but is not limited to CONTRACTOR's obligation to preserve public records and make public records available to third parties in addition to the CITY.

ARTICLE 12 - COVENANT AGAINST CONTINGENT FEES

The CONTRACTOR warrants that he 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 Agreement, and that he has not paid or agreed to pay any company or person, other than a *bona fide* employee working solely for the CONTRACTOR, any fee, commission, percentage, brokerage fee, gifts, or any other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the CITY shall have the right to annul this Agreement without liability or, in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

ARTICLE 13 – TRUTH-IN-NEGOTIATION CERTIFICATE

- 13.1 Execution of this Agreement by the CONTRACTOR shall act, constitute, and serve as the execution of a truth-in-negotiation certificate certifying that the wage rates and costs used to determine the compensation provided for in this Agreement is accurate, complete, and current as of the date of the Agreement and no higher than those charged the CONTRACTOR's most favored customer for the same or substantially similar service.
- 13.2 The said rates and costs shall be adjusted to exclude any significant sums should the CITY determine that the rates and costs were increased due to inaccurate, incomplete, or non-current wage rates or due to inaccurate representations of fees paid to outside consultants. The CITY shall exercise its rights under this "Certificate" within one (1) year following payment.

ARTICLE 14 - DISCRIMINATION PROHIBITED

The CONTRACTOR, with regard to the work performed by it under this Agreement, will not discriminate on the grounds of race, color, national origin, religion, creed, age, sex or the presence of any physical or sensory handicap in the selection and retention of employees or

procurement of materials or supplies.

ARTICLE 15 - ASSIGNMENT

The CONTRACTOR shall not sublet or assign any of the services covered by this Agreement without the express written consent of the CITY.

ARTICLE 16 - NON-WAIVER

A waiver by either CITY or CONTRACTOR of any breach of this Agreement shall not be binding upon the waiving Party unless such waiver is in writing. In the event of a written waiver, such a waiver shall not affect the waiving Party's rights with respect to any other or further breach. The making or acceptance of a payment by either Party with knowledge of the existence of a default or breach shall not operate or be construed to operate as a waiver of any subsequent default or breach.

ARTICLE 17 – ARTICLE TERMINATION

- 17.1 Termination for Convenience: This Agreement may be terminated by the CITY for convenience, upon ten (10) days of written notice by the CITY to the CONTRACTOR for such termination in which event the CONTRACTOR shall be paid its compensation for services performed to termination date, including services reasonably related to termination. In the event that the CONTRACTOR abandons the Agreement or causes it to be terminated, CONTRACTOR shall indemnify the CITY against all loss, including but not limited to incidental loss, pertaining to such termination.
- 17.2 Termination for Default: In addition to all other remedies available to the CITY, this Agreement shall be subject to termination by the CITY for cause, should the CONTRACTOR neglect or fail to perform or observe any of the terms, provisions, conditions, or requirements herein contained, if such neglect or failure shall continue for a period of thirty (30) days after receipt by CONTRACTOR of written notice of such neglect or failure. The CITY shall, in its absolute and sole discretion, determine whether the neglect or failure has been remedied at the end of the 30-day cure period.

ARTICLE 18 - DISPUTES

Any dispute arising out of the terms or conditions of this Agreement shall be adjudicated within the state courts of Okaloosa County, Florida. Further, this Agreement shall be construed under Florida Law.

ARTICLE 19 – UNCONTROLLABLE FORCES

- 19.1 Neither the CITY nor CONTRACTOR shall be considered to be in default of this Agreement if delays in or failure of performance shall be due to Uncontrollable Forces, the effect of which, by the exercise of reasonable diligence, the non-performing Party could not avoid. The term "Uncontrollable Forces" shall mean any event which results in the prevention or delay of performance by a Party of its obligations under this Agreement and which is beyond the reasonable control of the non-performing Party. It includes, but is not

limited to fire, flood, earthquakes, storms, lightning, epidemic, pandemic, war, riot, civil disturbance, sabotage, and governmental actions.

- 19.2 Neither Party shall, however, be excused from performance if non-performance is due to forces which are preventable, removable, or remediable, and which the non-performing Party could have, with the exercise of reasonable diligence, prevented, removed, or remedied with reasonable dispatch. The non-performing Party shall, within a reasonable time of being prevented or delayed from performance by an Uncontrollable Force, give written notice to the other Party describing the circumstances and uncontrollable forces preventing continued performance of the obligations of this Agreement.

ARTICLE 20 - NOTICES

Notices to the CITY of Destin shall be sent to the following address:

City of Destin
Attn: Lance Johnson, City Mgr.
4200 Indian Trail Bayou
Destin, FL 32541

Notices to CONTRACTOR shall be sent to the following address:

TBD

ARTICLE 21 - INTEGRATED AGREEMENT

This Agreement, together with the RFQ and any addenda and/or attachments, represents the entire and integrated agreement between the CITY and the CONTRACTOR and supersedes all prior negotiations, representations, or agreements written or oral. This Agreement may be amended only by written instrument signed by both CITY and CONTRACTOR.

ARTICLE 22 - SOVEREIGN IMMUNITY

- 22.1 CITY is a political subdivision of the State of Florida and enjoys sovereign immunity. Nothing in the Agreement is intended, nor shall be construed or interpreted, to waive or modify the immunities and limitations on liability provided for in Section 768.28, Florida Statute, as may be emended from time to time, or any successor statute thereof. To the contrary, all terms and provisions contained in the Agreement, or any disagreement or dispute concerning it, shall be construed or resolved so as to ensure CITY of the limitation from liability provided by any successor statute thereof. To the contrary, all terms and provision contained in the Agreement, or any disagreement or dispute concerning it, shall be construed or resolved so as to ensure CITY of the limitation from liability provided to the State's subdivisions by state law.
- 22.2 In connection with any litigation or other proceeding arising out of the Agreement, the prevailing Party shall be entitled to recover from the non-prevailing Party its own costs and attorney's fees through and including any appeals and any post-judgment proceedings. CITY's liability for costs and attorney's fees, however, shall not alter or waive CITY's entitlement to sovereign immunity, or extend CITY's liability beyond the limits established in Section 768.28, Florida Statutes, as amended.

1. Claims, disputes or other matters in question between the parties to this Agreement arising out of or relating to this Agreement shall be in a court of law, unless otherwise agreed to by the Parties.

ARTICLE 23 – PUBLIC RECORDS

If the CONTRACTOR has questions regarding the application of Chapter 119, FL Statutes, to the CONTRACTOR's duty to provide public records relating to this contract, contact the custodian of public records at the City Clerk's Office, (850)837-4242, 4200 Indian Bayou Drive, Destin, FL 32541, clerk@cityofdestin.com.

Specifically, the CONTRACTOR must:

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

IN WITNESS WHEREOF, the parties hereto have executed this Contract in multiple copies, each of which shall be considered an original on the following dates:

DATED this _____ day of _____, 20__

CITY OF DESTIN

CONTRACTOR

City Manager, Lance Johnson

Title

Attest/Authenticated:

City Clerk, Rey Bailey

(Corporate Seal)

Approved as to Form:

City Attorney, Kyle Bauman

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: March 15, 2021

TYPE OF AGENDA ITEM: Action Item

AGENDA OUTLINE NUMBER: 4.G.

TO: City Council

THRU: Lance Johnson, City Manager
Louis Zunguze, Community Development Director
Kimberly Kopp, Land Use Attorney

FROM: Donald Smith, City Engineer

DATE: March 10, 2021

SUBJECT: Options and Estimates to Address Speed Concerns at Sibert Avenue and Forest Street Intersection.

I. BACKGROUND: At the February 16, 2021 City Council Meeting, Council directed staff to present options and estimates to address speeding and safety concerns at the Sibert Avenue and Forest Street Intersection.

II. DISCUSSION: Staff has developed a scope of work and estimates for the minimum recommendations and alternatives. The estimates provided include; continuing services consultant design, construction costs, and construction inspection. Community Development staff is presenting the following options and estimates:

1. At a minimum, restriping and placing warning signs at the intersection, approximately \$15,000.
2. Channelizing medians on Sibert Avenue approximately \$79,300.
3. Adding traffic calming measures by reducing the size of the intersection, decreasing the radii, and providing visual impact markings and signs, approximately \$125,000.
4. A raised intersection with visual impact markings, approximately \$125,100.

Estimates for speed humps and/or an all way stop are included for the purposes of cost comparison but are not recommended for implementation at this time. A preliminary evaluation of the data does not support these measures. Staff would recommend additional evaluation be completed before speed humps or an all way stop is considered. However, the

Council may direct staff to proceed with any or all of the measures outlined in this report. Cost will be as follows:

5. Speed humps on both sides of the intersection of Sibert Avenue and Forest Street will include an all-way stop condition with the standard R1-1 FDOT stop signs, approximately \$32,000.
6. An All Way Stop condition with flashing signage, approximately \$42,000.

Regardless of the option chosen, the following items should be done as part of the project,

- Refresh all pavement markings and signage,
- Add a crosswalk to the south side of the intersection,
- Install warning signs and pavement markers approaching intersection, and
- Clear all sight obstructions within the right of way.

The cost is estimated between \$12,500 to \$15,000 for these minimum items.

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

B. Effect on Budget (EOB): This project is currently not funded. A funding source needs to be designated should Council want to move forward with this project during the current fiscal year. Any task orders above \$15,000 will be brought to Council for approval.

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

III. CONCLUSION: At a minimum, staff recommends;

- Refreshing all pavement markings and signs,
- Adding a crosswalk to the south of the intersection,
- Installing warning signs and pavement markings approaching the intersection,
- Clearing all sight obstructions within the right of way.

In addition, the council may direct one or more of the following options;

1. Channelizing medians on Sibert Avenue approximately \$79,300.
2. Adding traffic calming measures by reducing the size of the intersection, decreasing the radii, and providing visual impact marking and signs, approximately \$125,000.
3. A raised intersection with visual impact markings/color, approximately \$125,100.
4. Speed humps on both sides of the intersection of Sibert Avenue and Forest Street will include an all-way stop condition with the standard R1-1 FDOT stop signs, approximately \$32,000.
5. An All Way Stop condition with flashing signage, approximately \$42,000.

By keeping design, inspection and construction or any portion executed in house with City staff would save approximately 25 to 50% of the overall project costs.

IV. RECOMMENDED MOTION: I move that City Council direct City Manager to implement the minimum recommendations at the Sibert Avenue and Forest Street intersection and to make any required budget amendments.

Attachments:

1. Sibert - Forest Improvements

Sibert Avenue at Forest Street Safety Improvement Options and Estimates Community Development



City Council Request



City Council directed staff to provide options and estimates 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



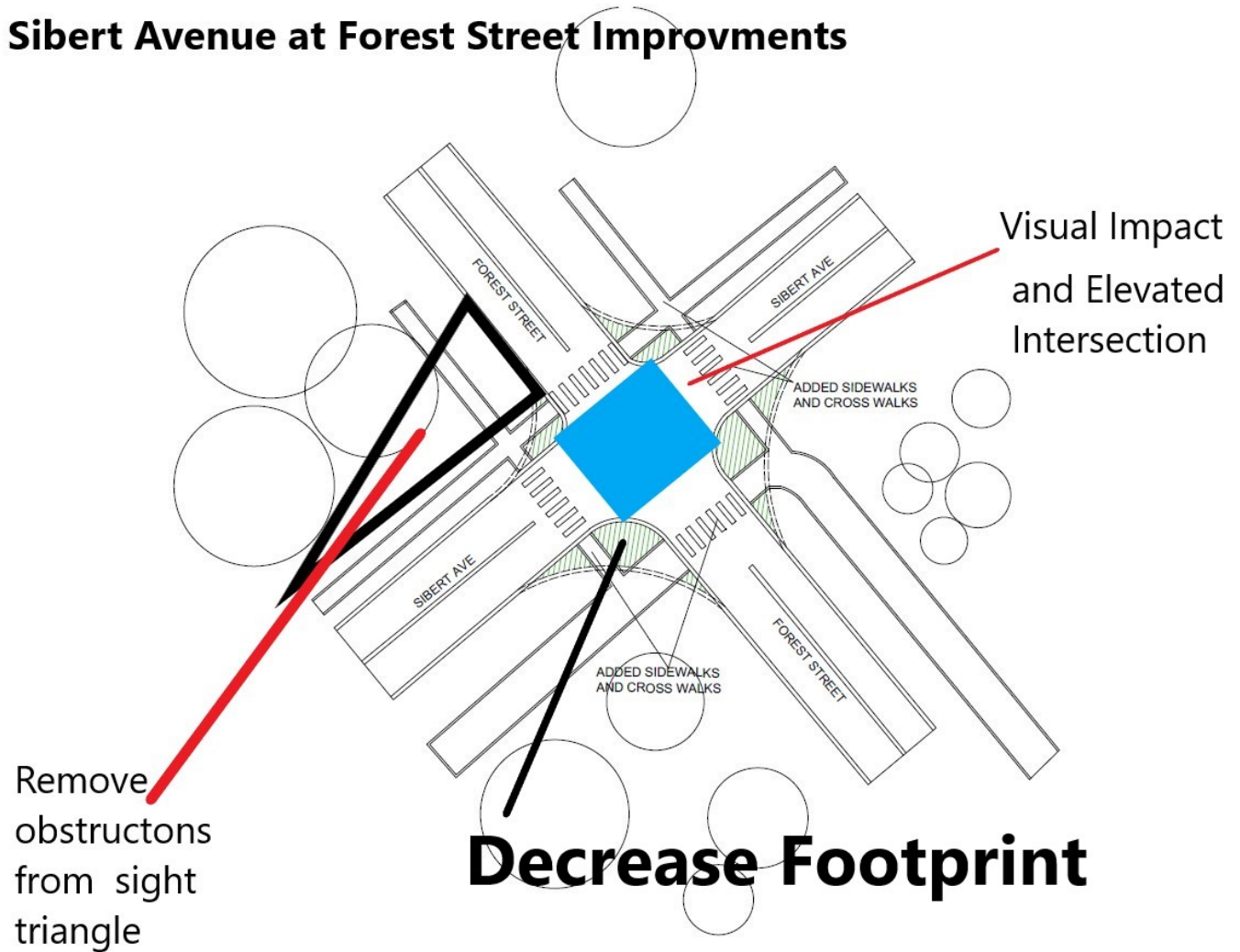
Intersection Improvements based on Evaluation

- 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



Sibert Avenue at Forest Street Improvements



Decreased Footprint, Reduced radii, Example



Visual Impact Example



Recommended Intersection 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 pedestrians and cyclists may be present
- Signage and markings leading up the intersection will warn motorists of conditions and reduce speed through the intersection

Sibert Avenue at Forest Street Recommendations



Options and Estimates to Address Speed Concerns at Sibert Avenue and Forest Street Intersection

At a minimum (**\$12,500**);

- Refresh all pavement markings and signs
- Add a crosswalk to the south of the intersection
- Install warning signs and pavement markings approaching the intersection,
- Clear all sight obstructions with the right of way.

In Addition, the Council may direct one or more of the following;

1. Channelizing Medians - **\$79,300**
2. Create a Raised Intersection - **\$123,100**
3. Adding traffic calming measures by reducing the size of the intersection, decreasing the radii, and providing visual impact markings and signs, approximately **\$125,000**
4. Speed hump at both sides of the intersection at Sibert Ave - **\$32,000**
5. All-Way Stop with Flashing Signage - **\$42,000**

Staff Design, Inspection & Construction would save approximately 30% to 50% of the overall project costs if resources are available.

Questions ?



CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: March 15, 2021
TYPE OF AGENDA ITEM: Announcement
AGENDA OUTLINE NUMBER: 4.I.

TO: City Council

THRU:

FROM:

DATE:

SUBJECT: Announcements

I. BACKGROUND:

II. DISCUSSION:

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

III. CONCLUSION:

IV. RECOMMENDED MOTION:

Attachments:

None

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: March 15, 2021
TYPE OF AGENDA ITEM: Public Hearing
AGENDA OUTLINE NUMBER: 5.A.

TO: City Council

THRU: Lance Johnson, City Manager

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

DATE: February 23, 2021

SUBJECT: Second reading of Ordinance 21-01-LC - Amending Article 7, zoning and regulatory controls of the Land Development Code, permitting residential uses in the South Harbor Mixed Use zoning district in structures pre-dating incorporation of the City of Destin (1984)

I. BACKGROUND: At a public hearing during the regularly scheduled Local Planning Agency meeting on February 18, 2021, the LPA voted unanimously that the City Council approve proposed **Ordinance 21-01-LC**.

Policy 1-2.4.3(3) of the City's Comprehensive Plan, identifies the South Harbor Mixed Use future land use as designed to accommodate a festive marketplace, and encourage tourist commercial development designed to preserve waterfront views and water dependent activities. Additionally, long-term residential uses shall be prohibited within this area unless a minimum of 4,500 sq. ft. of "publicly leasable commercial space" is incorporated. Furthermore, the Land Development Code shall implement urban design principles that achieve a harmonious general appearance.

On February 18, 2021, the LPA unanimously recommended approval of the proposed ordinance.

II. DISCUSSION: The Land Development Code implements the intent of the **Comprehensive Plan Policy 1-2.4.3(3)** and includes additional design requirements to provide for a harmonious appearance and the health, safety and welfare of its citizens.

Proposed **Ordinance 21-01-LC** exempts structures built prior to the City's incorporation (1984), from this specific requirement regarding publicly leasable space due to the nonconforming nature of those properties, and potential compatibility issues with

established long-term residential uses. However, any structures built after 1984 shall be required to provide 4,500 sq. ft. of publicly leasable space.

A. Link to Strategic Goals / Objectives:

B. Effect on Budget (EOB):

C. Level of Service (LOS):

III. CONCLUSION:

Proposed **Ordinance 21-01-LC** exempts structures built prior to the City of Destin's incorporation (1984), located in the **South Harbor Mixed Use** zoning district, from providing a minimum of 4,500 sq. ft. of publicly leasable commercial space.

The proposed change to the ordinance is consistent with **Policy 1-2.4.3(3) of the City's Comprehensive Plan.**

IV. RECOMMENDED MOTION: I move to approve Ordinance 21-01-LC on Second reading.

Attachments:

1. SHMU Commercial Component 2021

ORDINANCE NO. 21-01-LC

AN ORDINANCE OF THE CITY OF DESTIN, FLORIDA, AMENDING ARTICLE 7, ZONING AND REGULATORY CONTROLS, OF THE LAND DEVELOPMENT CODE; PERMITTING RESIDENTIAL USES IN THE SOUTH HARBOR MIXED USE ZONING DISTRICT IN STRUCTURES PRE-DATING INCORPORATION OF THE CITY OF DESTIN (1984); PROVIDING FOR AUTHORITY; PROVIDING FOR FINDINGS OF FACT; PROVIDING FOR INCORPORATION INTO THE LAND DEVELOPMENT CODE; PROVIDING FOR CONFLICTING PROVISIONS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

SECTION 1. AUTHORITY.

The authority for enactment of this Ordinance is Article 1, Section 1.01 (b) of the City Charter, Section 166.021, Florida Statutes and Chapter 163, Part II, Florida Statutes.

SECTION 2. FINDINGS OF FACT.

WHEREAS, the South Harbor Mixed Use zoning district is intended to preserve the area as a world-class fishing village that is open to the public and accommodates a mixed use festive market place; and

WHEREAS, the SHMU is intended to encourage commercial hotel, motel, bed and breakfast establishments, other commercial transient living accommodations, and short-term residential uses; and

WHEREAS, it is also the purpose of this zoning district to develop and maintain appropriate settings and environments for buildings, sites, and areas to enhance property values, stabilize the Harbor area, promote the tourist trade and interest, and foster knowledge of the city's living heritage; and

WHEREAS, the City Council in providing for the health, safety and welfare of its citizens finds that the City should allow residential uses without a commercial component in structures built before incorporation of the City in 1984, only; and

WHEREAS, the City Council has determined that this ordinance is consistent with the adopted comprehensive plan and is in the best interests of the City and its citizens; and

WHEREAS, a public hearing has been conducted after due public notice by the Local Planning Agency and its recommendations reported to the City Council; and

WHEREAS, a public hearing has been conducted by the City Council after due public notice.

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

NOTE: Language in all sections of this ordinance that is ~~strike-thru~~ is language proposed to be deleted, underline language is language to be added, language that is not in strike-thru or underlined is not to be changed. The symbol *** represents sections of the Land Development Code that have been skipped and remain unchanged.

SECTION 3. AMENDMENT TO TABLE 7-2 “TABLE OF ALLOWABLE USES”

S. *South Harbor Mixed Use (SHMU)*. The South Harbor Mixed Use zoning district implements Future Land Use Element Policy 1-2.4.3(3), South Harbor Mixed Use of the Comprehensive Plan.

1. Purpose and intent. The South Harbor Mixed Use zoning district is intended to preserve SHMU area as a world-class fishing village that is open to the public and accommodates a mixed use festive market place. The SHMU zoning district accomplishes these goals by encouraging tourist commercial development designed to preserve waterfront views, preserve water dependent activity, foster a pedestrian-oriented environment, and promote convenient public access to the harbor boardwalk and charter fishing opportunities for the public. It is the intent of the this zoning district to encourage commercial hotel, motel, bed and breakfast establishments, other commercial transient living accommodations, and short-term residential uses. Residential uses shall be prohibited within the SHMU area, unless such residential developments incorporate a minimum of 4,500 square feet of "publicly leasable commercial space" (e.g. retail, office, restaurant, etc....). However, residential uses shall be permitted within structures constructed prior to 1984 (incorporation of the City of Destin) and shall be exempt from this requirement for 4,500 square feet of “publicly leasable commercial space.” The term "publicly leasable commercial space" shall mean: a space that is open to the public to lease and use; not a space or use that is exclusively for the owners or guest of the residential development in question; shall be heated and cooled square footage; and shall not constitute that portion of the harbor boardwalk that is reserved for ingress and egress for public use. The purpose of requiring this minimum publicly leasable commercial space is to foster and encourage access by the public to the development and the harbor boardwalk. Additionally, parcels⁴ having frontage on the Harbor shall provide in their development a commercial storefront equal to a minimum of 50% of the width of the property along the harbor front. Such commercial storefront may be distributed between the first three floors of the building facing the harbor and all three floors must be accessible by pedestrians from the Harbor side of the development.

SECTION 4. INCORPORATION INTO LAND DEVELOPMENT CODE. This ordinance shall be incorporated into the City of Destin's Land Development Code and any section or paragraph number or letter and any heading may be changed or modified as necessary to effectuate the foregoing.

SECTION 5. CONFLICTING PROVISIONS. Special Acts of the Florida Legislature applicable to the incorporated area of the City of Destin, City Ordinances and City Resolutions, or parts, thereof, in conflict with the provisions of this ordinance are hereby superseded by this ordinance to the extent of such conflict.

SECTION 6. SEVERABILITY. If any section, phase, sentence, or portion of this Ordinance is, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions thereof.

SECTION 7. EFFECTIVE DATE. This ordinance shall become effective upon its adoption by the City Council and signature by the Mayor.

ADOPTED THIS ____ DAY OF MARCH, 2021.

By: _____
Gary Jarvis, Mayor

ATTEST:

The form and legal sufficiency of the foregoing has been reviewed and approved by the City Land Use Attorney for the City of Destin, only.

Rey Bailey, City Clerk

Kimberly Kopp, City Land Use Attorney

First Reading: _____

Second Reading: _____

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: March 15, 2021

TYPE OF AGENDA ITEM: Consent Agenda

AGENDA OUTLINE NUMBER: 6.A.

TO: City Council

THRU: Lance Johnson, City Manager

FROM: Lisa Firth, Parks & Rec Director

DATE: February 18, 2021
March 4, 2021
March 8, 2021
March 9, 2021

SUBJECT: Pyro Shows, Inc. Change in Liability Insurance Coverage

I. BACKGROUND: The City of Destin outsources the annual Independence Day Fireworks Display. The Parks & Recreation Department does not have the proper licenses or expertise to perform this function; therefore, it is necessary to contract with a reputable vendor who has the expertise, equipment, licensing, and resources. Pyro Shows, Inc. has satisfactorily provided these services for over fifteen years.

Pyro Shows has provided General Liability Insurance and Automobile Liability in the amount of \$10,000,000.00, combined single limit for years 2019 and 2020. Due to a large decrease in the overall number of shows/events in 2020, Pyro Shows has reduced the coverage to \$5,000,000.00 combined single limit in 2021. This change in Liability Insurance continues to meet the City requirements necessary for adequate coverage.

II. DISCUSSION: Number 8. of the original contract with Pyro-Shows states the following, in regards to insurance coverage:

8. Insurance:

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

Evidence of Insurance: Contractor shall provide the City Certificates of Insurance naming the City as an additional insured. 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.

The decrease in the Insurance Liability coverage still meets the requirements of the City.

- A. **Link to Strategic Goals / Objectives:** Organizational Excellence, III. A. 2.
- B. **Effect on Budget (EOB):** None; no change to Budget
- C. **Level of Service (LOS):** No change.

III. CONCLUSION: Pyro-Shows, Inc. has consistently demonstrated their commitment to providing Destin's residents, visitors and businesses with a world class Independence Day Fireworks Display. Staff requests Council's approval of Pyro-Shows change in Liability Insurance Amendment and authorize staff to sign the amendment.

IV. RECOMMENDED MOTION: I move that the Parks and Recreation staff be given the authorization to sign the Pyro Shows, Inc. change in Liability Insurance amendment.

Attachments:

- 1. Liability Insurance Amendment
- 2. Email Liability Ins Change
- 3. Contract_Pyro Show - 2019 Fourth of July
- 4. City of Destin_Pyro Shows_Contract 03-09-2021



Post Office Box 1776
115 North 1st Street
LaFollette, TN 37766
Phone: (800) 662-1331
www.pyroshows.com

ESPN
Monday Night Football

Silver Jubilee Celebration
Abu Dhabi, UAE

Fourth of July Washington
Monument
Washington, D.C.

Southeastern Conference
Football/Basketball

Let Freedom Sing
Nashville, TN

Harborfest
Norfolk, VA

US Soccer
Hartford, CT

Red, Hot, & Boom
Altamonte Springs, FL

Rivercade Days
Sioux City, IA

Texas Motor Speedway
Fort Worth, TX

Dollywood
Pigeon Forge, TN

Riverbend Festival
Chattanooga, TN

Tennessee Titans Football
Nashville, TN

Silver Dollar City
Branson, MO

Lighted Boat Parade
Jacksonville, FL

Fourth of July
Fort Bragg, NC

Bristol Motor Speedway
Bristol, TN

Vulcan Park and Museum
Birmingham, AL

International Fireworks
Competition
San Sebastian, Spain

Stone Mountain Laser Show
Stone Mountain, GA

February 12, 2021

City of Destin
Lisa Firth and Lance Johnson
4200 Indian Bayou Trail
Destin, FL 32541

Re: Change to General Liability Coverage

Dear Mrs. Firth and Mr. Johnson,

In 2019 and 2020, **Pyro Shows provided General Liability Insurance and Automobile Liability in the amount of \$10,000,000.00, combined single limit.** Due to a large decrease in the overall number of shows/events in 2020, Pyro Shows has reduced the coverage to \$5,000,000.00 combined single limit in 2021.

This letter will serve as an amendment to your 2019 proposal/contract terms with extensions. By signing and dating this letter, you agree to the changes listed above for the contract year of 2021.

Sincerely,

Jesse Salvesson

Name: _____

Signature: _____

Date: _____



Sheri Bethea

From: Lisa Firth
Sent: Thursday, March 4, 2021 8:53 PM
To: Sheri Bethea
Subject: FW: General Liability Change

From: Kyle Bauman <kbauman@asglegal.com>
Sent: Sunday, February 14, 2021 7:24 PM
To: Lance Johnson <ljohnson@cityofdestin.com>
Cc: Lisa Firth <lfirth@cityofdestin.com>
Subject: RE: General Liability Change

[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.]

I don't have a problem with the amount of \$5,000,000, as you would think in the vast majority of circumstances that amount would be sufficient coverage for any catastrophic injuries and any potential liability to the City is likely capped by sovereign immunity limits. Pyro Shows also has incentive to obtain sufficient coverage since it would be the entity primarily exposed.

This is one of those things that probably falls under your administrative abilities to simply sign, but you might want to put it on the consent agenda at the next meeting just to be safe.

From: Lance Johnson <ljohnson@cityofdestin.com>
Sent: Friday, February 12, 2021 10:37 AM
To: Kyle Bauman <kbauman@asglegal.com>
Cc: Lisa Firth <lfirth@cityofdestin.com>
Subject: FW: General Liability Change

Are you okay with this?

From: Jesse Salveson <jesse@pyroshows.com>
Sent: Friday, February 12, 2021 10:02 AM
To: Lisa Firth <lfirth@cityofdestin.com>; Lance Johnson <ljohnson@cityofdestin.com>
Cc: Marie Reid <marie@pyroshows.com>
Subject: General Liability Change

[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.]

Hello Lisa and Lance,

Hope all is well with you. When we met a few weeks ago, I think we failed to mention one important change in 2021. For the years of 2019 and 2020, ***Pyro Shows provided General Liability Insurance and Automobile***

Liability in the amount of \$10,000,000.00, combined single limit. Due to a large decrease in the overall number of shows/events in 2020, Pyro Shows has reduced the coverage to \$5,000,000.00 combined single limit in 2021.

Normally, our contract states the actual insurance coverage amounts. However, I am pretty sure we sign a contract provided by you all which does not state the exact amount of insurance coverage. In our 2019 fireworks proposal package with extension year options, there is language in the proposal stating \$10,000,000 in general liability coverage. I just want to make sure we are on the same page and documented correctly. I have attached an amendment letter stating the above information regarding insurance coverage. Would you care to sign it? Or, if you would rather draft up an amendment concerning the decrease in insurance, Pyro Shows would be happy to sign it.

Sincerely,

Jesse Salvesson | *Director of Logistics*
PYRO SHOWS, Inc.

P.O. Box 1776 | 115 N. 1st Street | LaFollette, TN 37766
d 423.391.6829 | t 800.662.1331 | m 423.494.4202

Transforming special occasions into **EPIC** events! www.pyroshows.com

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

CITY OF DESTIN, FLORIDA

CONTRACT

REQUEST FOR BIDS (RFB) NO. 18-16-REC DESTIN'S INDEPENDENCE DAY FIREWORKS DISPLAY

On February 19, 2019 THE CITY COUNCIL OF THE CITY OF DESTIN, FLORIDA, herein referred to as the **City**, accepted the bid of Pyro Shows, Inc, herein referred to as the **Contractor**, for Bid Item – Destin's Independence Day Fireworks Display, FY 2019 Budget as stated in Section II, Scope of Work of the City of Destin RFB No. 18-16-REC. Contractor's bid responses are included in their entirety by reference at Exhibit "A" and as completely as if incorporated herein.

TERMS AND CONDITIONS OF CONTRACT FOR RFB NO. 18-16-REC; Destin's Independence Day Fireworks Display, as follows:

1. Entire Agreement:

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

2. Intent of Contract:

This Contract is for the purchase, execution and clean-up of Fireworks Display as described in RFB No. 18-16-REC. The Scope of Work, herein referred to as the **Work**, encompasses the foregoing and all descriptive work components described within Exhibit "A" for Bid 18-16-REC.

3. Term of Contract and Time Extensions:

This is a one year continuing service contract with five additional one-year renewable contracts for the Independence Day Fireworks Display. Contractor must have adequate licensed personnel and equipment to complete the project within the time allocation. Refer to Exhibit-A1, "DETAILED PERFORMANCE SPECIFICATIONS" outlined in 18-16-REC.

Time is of the essence in the performance of the Work under the Contract. The Destin's Independence Day Fireworks Display will take place on July 4th at 9:00pm annually (rain date July 5th at 8:30 pm annually). Contractor shall commence the Work no later than ten days from receipt of Notice to Proceed. Contractor shall secure Firework permitting through the Okaloosa Island Fire Control District and the Destin Fire Control District as required. No work shall be performed by the Contractor prior to the Commencement Date established within the Notice to Proceed. Contractor shall provide notice as may be required within the technical specifications and permits, attached hereto and made a part hereof, to all regulatory agencies or parties having jurisdiction or interest in this contract. Contractor shall diligently pursue the completion of the work and shall be solely responsible for all construction means, methods, techniques, sequences and procedures, as well as coordination of all portion of the Work under the Contract.

Should Contractor be obstructed or delayed in the prosecution of or completion of the Work as a result of unforeseeable causes beyond the control of the Contractor, and not due to its fault or neglect, including but not restricted to acts of God or the public enemy, acts of government, fires, floods, epidemics, quarantine regulations, turtle nesting, strikes or lockouts, Contractor shall notify the City within one (one) hour via phone or email after the commencement of such delay, stating the causes thereof or be deemed to have waived any right which Contractor may have to request a time extension or location change.

4. Time for Performance and Liquidated Damages:

The Contractor agrees to schedule and complete all authorized Work for the Destin's Independence Day Fireworks Display for the satisfactory approval and acceptance by the City not later than July 6th annually. City and Contractor recognize that

since time is of the essence for this Contract, the City will suffer financial loss if the Work is not completed and approved within the time specified. Should the Contractor fail to complete the Work within the time period noted above, the City shall be entitled to assess, as liquidated damages, but not as a penalty, \$500 for each calendar day thereafter until completion is achieved to the satisfaction and acceptance of the City.

Duration Shortfall Penalty: Should the duration of the pyrotechnics display not fulfill the minimum duration requirements outlined in RFP 18-16-REC, at its discretion, the City shall assess a penalty of \$1,000 for each minute of the display's shortfall.

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 Agreement and the Bid Form submitted by the Contractor. For purposes of this Contract, total compensation sum shall be \$26,500.00 minus \$1,500.00 for lodging donation from City sponsor (\$24,000 for the pyrotechnics and \$1,000 for post-event beach clean-up).

In no instance shall the City pay more than fifty-percent (50%) of the total contract sum until their acceptance of the Work. In the event the City agrees to progress payments on the contract, Contractor shall be entitled to one payment application by submitting an invoice requesting a draw.

6. Changes in the Work:

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

7. Bonds:

No bond is required of this contract. If bond is required, then the Contractor shall provide at its expense Performance and Payment Bonds in the amount of 120% of the Total Contract Price stated in Section 5. The Performance and Payment Bonds shall be underwritten by a surety authorized to do business in the State of Florida and otherwise acceptable to the City; provided, however, the surety shall be rated as "A" or better.

8. Insurance:

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

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

9. Indemnification:

Contractor shall indemnify, defend, save, and hold City, its agents and employees, harmless of and from any losses, fines, penalties, costs, damages, claims, demands, suits, and liabilities of any nature, including 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.

10. 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 there from. 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. Public Records. Contractor shall comply with Florida Public Records Laws, specifically to:

Keep and maintain public records that ordinarily and necessarily would be required by the City of Destin in order to perform the service.

Provide the public with access to public records on the same terms and conditions that the City of Destin would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or as otherwise provided by law.

Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.

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.

11. Cancellation:

City reserves the right to cancel this Contract prior to issuance of Notice to Proceed.

12. Performance of Work/Responsibilities:

The performance of Work and responsibilities hereto are outlined and made a part hereof as identified in Exhibit "A," which includes the following exhibits, attached in their entirety and as completely as if incorporated herein:

Exhibit "A-1": Request for Bids No. 18-16-REC, Destin's Independence Day Fireworks Display
Exhibit "A-2": (Contractor's), Bid Form and Information Submittal

13. Final Payment:

After the event, the Contractor shall furnish the City with an invoice indicating the final amount due. Payment will be made if all work has been deemed acceptable by the City. The City reserves the right to reduce the final payment to cover penalties assessed when applicable.

14. Termination for Default:

The Contract will remain in force for the full period specified and until the City Manager or their designee determines that all requirements and conditions have been satisfactorily met and the City Manager or their 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 their 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.

15. Termination for Convenience:

The performance of work under this Contract may be terminated by the City Manager in whole or in part whenever the City Manager, in 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.

16. Disclosure:

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

17. Miscellaneous:

17.1 Governing Law

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 exclusively in Okaloosa County, Florida and nowhere else.

17.2 Severability

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

17.3 Sovereign Immunity

Nothing contained herein is intended to nor shall be construed to waive the City's rights and immunities under the common law or Florida Statutes 768.28, as amended from time to time.

17.4 Construction

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

17.5 Attorney's Fees

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

17.6 Notices

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

As to the City:

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

As to the Contractor:

Pyro Shows, Inc.
Lansden E. Hill, JR, President
P.O. Box 1408
625 W. Central Avenue
LaFollette, TN 37766

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 MARCH, 2019.

CITY OF DESTIN

By: [Signature]
Lance Johnson
City Manager

ATTEST:

[Signature]
Rey Bailey
City Clerk

SEAL

APPROVED AS TO LEGAL FORM:

(SEE ATTACHMENT 1)

City Attorney
Kyle Bauman

[Signature]
Witness

[Signature]
Witness

CONTRACTOR: Pyro Shows, Inc.

By: [Signature]
(Signature)
Lansden E. Hill, Jr.
(Printed Name)

President
(Title)

ATTACHMENTS (1)
Legal Form Approval

Shell Description

4" MAIN BODY SHELLS

COUNTRY	QTY.	SIZE DESCRIPTION
China	3	4.0 Aqua Peony w/ Spangle Pistil
China	2	4.0 Blue Bees
China	3	4.0 Blue Chrysanthemum with Silver Tail
USA	3	4.0 Blue Peony
USA	3	4.0 Blue Peony with Palm Pistil with Silver Tail
China	2	4.0 Blue Ring with Palm Pistil
China	2	4.0 Blue to Red Peony
China	3	4.0 Brocade Crown with Brocade Tail
China	3	4.0 Brocade Silver to Green
China	2	4.0 Brocade to Crackle
China	2	4.0 Brocade to Crackling
China	3	4.0 Brocade to Green Sparkling Lights
China	3	4.0 Brocade to Orange
China	3	4.0 Brocade to Pink Stars
China	3	4.0 Brocade to Purple
China	3	4.0 Brocade to Purple Stars with Brocade Tail
China	3	4.0 Chrysanthemum to Red Sparkling Lights with Silver Tail
USA	3	4.0 Color Chrysanthemum with Gold Tail
USA	2	4.0 Color Peony
USA	2	4.0 Color Waves with Silver Tail
USA	3	4.0 Colorful Peony with Palm Pistil
China	3	4.0 Crackling Palm
China	3	4.0 Dahlia Blue w/ Red tail
China	3	4.0 Electric Thunder Salutes
China	3	4.0 Fire Meteors
China	3	4.0 Five Colors
China	2	4.0 Glitter Coconut
USA	3	4.0 Glittering Silver to Blue Chrysanthemum
USA	3	4.0 Glittering Silver to Green Chrysanthemum
USA	3	4.0 Glittering Silver to Yellow Chrysanthemum
China	3	4.0 Gold Chrysanthemum with Blue Pistil
China	2	4.0 Gold Chrysanthemum with Blue Pistil with Gold Tail
China	3	4.0 Gold Waves with Gold Tail
China	3	4.0 Golden Glittering Palm with Gold Tail
China	2	4.0 Golden Orchard
China	3	4.0 Golden Pheasant
China	2	4.0 Golden Rays with Blue Pistil
China	3	4.0 Grand Celebration
China	2	4.0 Grapes All Over The Vineyard
China	3	4.0 Green & Red Reflecting
China	3	4.0 Green & Yellow Reflecting
China	3	4.0 Green and Blue Reflecting with Silver Tail
China	2	4.0 Green and Yellow Reflecting with Silver Tail
China	3	4.0 Green Chrysanthemum with Gold Tail
China	3	4.0 Green Chrysanthemum with Silver Tail

Shell Description

China	3	4.0	Green Crackling Willow
China	2	4.0	Green Peony
China	3	4.0	Green Peony w/ Blue Peony
China	3	4.0	Green Peony w/ Purple Pistil
China	3	4.0	Green Ring with Palm Pistil with Silver Tail
China	3	4.0	Green to White Peony
China	3	4.0	Half Blue & Half Silver Chrysanthemum
China	2	4.0	Half Red & Half Blue Chrysanthemum
China	3	4.0	Half Red & Half Purple Chrysanthemum
China	3	4.0	Half Yellow and Half Blue Chrysanthemum with Silver Tail
China	2	4.0	Multi Color Peony w/ Crackling Tail
China	3	4.0	Multi Reports
China	2	4.0	Orange Peony w/ Palm Core w/ Tail
China	3	4.0	Peacock Tail
China	3	4.0	Peacock Tails with Gold Tail
China	2	4.0	Peacock Tails with Silver Tail
China	3	4.0	Purple Chrysanthemum with Silver Tail
China	2	4.0	Purple Peony
China	3	4.0	Purple Ring with Brocade Center
China	3	4.0	Purple, Red, Green, Yellow, Blue, & Crackling w/ Tails
China	3	4.0	Red & Blue Peony w/ Silver Tail
China	3	4.0	Red Distant Waves
China	2	4.0	Red Peony
China	3	4.0	Red Peony with Gold Tail
China	3	4.0	Red Peony with Silver Tail
China	3	4.0	Red Strobe
China	3	4.0	Red to Silver Diamond & Blue w/ Tail
China	3	4.0	Silver Bees with Silver Tail
China	3	4.0	Silver Brocade to Orange
China	3	4.0	Silver Brocade to Pink
China	3	4.0	Silver Crackling Flowers
China	2	4.0	Silver Peony
China	2	4.0	Silver Ring
China	3	4.0	Silver Ring with Gold Tail
China	3	4.0	Silver Ring with Silver Tail
China	2	4.0	Silver Wave to Blue
China	2	4.0	Sparkling Golden and Silver Lights with Gold Tail
China	3	4.0	Sparkling Golden Lights
China	3	4.0	Sparkling Silver Lights
China	2	4.0	Titanium Salutes w/ Silver Tails
China	2	4.0	Variety Peony w/Silver Palm Core
China	3	4.0	White Crackling Willow
China	2	4.0	White Crackling Willow with Silver Tail
China	2	4.0	White Strobe Glitter& Red w/ Silver Tail
China	2	4.0	Yellow Bees
China	2	4.0	Yellow Peony
China	2	4.0	Yellow Ring with Silver Tail

Shell Description

China	3	4.0	Yellow to Red Peony
China	2	4.0	Yellow to Red Reflecting with Silver Tail

250

TOTAL 4" MAIN BODY SHELLS

5" MAIN BODY SHELLS

COUNTRY	QTY.	SIZE	DESCRIPTION
China	2	5.0	Astragulus
China	2	5.0	Blooming Silvery Chrysanthemum with Silver Tail
China	2	5.0	Blue Chrysanthemum with Silver Tail
China	2	5.0	Blue Crossette
China	2	5.0	Blue Peony with Palm Pistil with Silver Tail
China	1	5.0	Blue to Orange Peony with Gold Flashing Pistil
China	2	5.0	Brocade Crown to Purple Tail
China	2	5.0	Brocade Crown with Brocade Tail
China	2	5.0	Brocade Crown with Gold Strobe Pistil
China	2	5.0	Brocade to Blue with Red Center
China	2	5.0	Brocade to Green with Red Center w/ Green Tail
China	2	5.0	Brocade to Purple Stars with Brocade Tail
China	2	5.0	Butterfly Pattern
China	2	5.0	Chrysanthemum to Red Sparkling Lights with Silver Tail
USA	2	5.0	Color Chrysanthemum with Gold Tail
USA	2	5.0	Color Peony
USA	2	5.0	Color Waves with Silver Tail
USA	2	5.0	Colorful and Silver Rain w/ Crackling Tail
China	2	5.0	Crackling Palm with Crackling Tail
China	2	5.0	Crocus
China	2	5.0	Crown to Multicolor w/ Gold Tail
China	2	5.0	Double Ring (Red Inner & Blue Outer)
China	2	5.0	Double Ring (Yellow Inner and Purple Outer)
China	2	5.0	Electric Thunder Salutes
China	2	5.0	Fire Meteors
China	2	5.0	Five Colors
China	1	5.0	Flourishing
China	1	5.0	Glitter Coconut
USA	2	5.0	Glittering Silver to Blue Chrysanthemum
USA	2	5.0	Glittering Silver to Green Chrysanthemum
USA	2	5.0	Glittering Silver to Yellow Chrysanthemum
China	2	5.0	Gold Chrysanthemum with Blue Pistil with Gold Tail
China	1	5.0	Gold Edge Colorful Pistil
China	1	5.0	Gold Palm with Green Sparkling Lights w/ Gold Tail
China	1	5.0	Gold Palm with Red Sparkling Lights
China	2	5.0	Gold Waterfall Shell w/ Gold Tail
China	2	5.0	Gold Waves with Gold Tail
China	2	5.0	Gold Waves with Silver Tail
China	2	5.0	Gold Willow with Gold Tail
China	2	5.0	Golden Glittering Palm with Gold Tail
China	2	5.0	Golden Pheasant

Shell Description

China	2	5.0	Golden Rays with Blue Pistil
China	2	5.0	Grand Celebration
China	2	5.0	Grapes All Over the Vineyard
China	1	5.0	Green and Yellow Reflecting with Gold Tail
China	2	5.0	Green and Yellow Reflecting with Silver Tail
China	1	5.0	Green Chrysanthemum with Gold Tail
China	1	5.0	Green Chrysanthemum with Silver Tail
China	2	5.0	Green Peony
China	2	5.0	Green Peony w/ Blue Peony
China	2	5.0	Green Peony w/ Brocade Center w/ Gold Tail
China	2	5.0	Green Ring with Palm Pistil with Silver Tail
China	2	5.0	Green to White Peony
China	2	5.0	Green to Yellow Peony with Palm Pistil
China	1	5.0	Half Blue and Half Green with Palm Pistil
China	1	5.0	Half Red & Half Blue Chrysanthemum
China	1	5.0	Half Red & Half Green w/ Palm Pistil
China	2	5.0	Half Red & Half Purple Chrysanthemum
China	1	5.0	Half Yellow and Half Blue Chrysanthemum with Gold Tail
China	2	5.0	Half Yellow and Half Blue Chrysanthemum with Silver Tail
China	2	5.0	Happy Face Pattern
China	2	5.0	Heart Pattern
China	1	5.0	Kamuro w/ Fuchsia Strobe
China	2	5.0	Multi Color Peony w/ Crackling Tail
China	2	5.0	Multi Reports
USA	1	5.0	Orange Peony with Blue Pistil
USA	1	5.0	Orange Peony with Crackling Pistil
China	2	5.0	Orchid
China	2	5.0	Peacock Tail
China	2	5.0	Peacock Tails with Gold Tail
China	2	5.0	Peacock Tails with Silver Tail
China	2	5.0	Pink Peony with Purple Pistil
China	2	5.0	Pink Peony with Sparkling Silver Pistil
China	2	5.0	Purple Chrysanthemum with Silver Tail
China	1	5.0	Purple Peony to Moving Silver Snakes w/ Silver Tail
China	2	5.0	Purple Peony w/ Moving Silver Snakes
China	1	5.0	Purple Peony with Brocade Center
China	1	5.0	Purple Peony with Red & Blue Pistil w/ Gold Tail
China	2	5.0	Purple, Red, Green, Yellow, Blue, & Crackling w/ Tails
China	2	5.0	Red Chrysanthemum to Blue with Silver Center w/ Silver Tail
China	2	5.0	Red Chrysanthemum to Green with Red Center
China	1	5.0	Red Crossette
China	2	5.0	Red Crossette w/ Red Tail
China	2	5.0	Red Peony w/ Yellow Pistil w/ Crackling Tail
China	1	5.0	Red Peony with Gold Tail
China	2	5.0	Red Peony with Silver Brocade Pistil
China	2	5.0	Red Peony with Silver Tail
China	2	5.0	Silver Bees with Silver Tail

Shell Description

China	2	5.0 Silver Glitter Palm w/ Silver Tail
China	2	5.0 Silver Peony with Red Ring
China	2	5.0 Silver Ring with Gold Tail
China	2	5.0 Silver Ring with Silver Tail
China	2	5.0 Silver Sparkling Lights w/ Red & Blue Crossettes
China	2	5.0 Silver Strobe with Thunders w/ Silver Tail
China	2	5.0 Silver to Pink Peony w/ Blue Pistil w/ Silver Tail
China	2	5.0 Silver Tourbillons
China	2	5.0 Singing Willow Warbler
China	1	5.0 Sparkling Gold Lights
China	2	5.0 Sparkling Golden and Silver Lights with Gold Tail
China	2	5.0 Sparkling Silvery Lights
China	2	5.0 Star Pattern
China	2	5.0 Sunflower
China	2	5.0 Titanium Salutes w/ Silver Tails
China	2	5.0 Triplet Bloom
USA	2	5.0 White Crackling Willow with Silver Tail
USA	2	5.0 White to Red Peony w/ Yellow Pistil w/ Silver Tail
China	2	5.0 Yellow Peony to Moving Silver Snakes
China	2	5.0 Yellow Peony w/ Blue Components
China	2	5.0 Yellow Peony with Crackling Pistil
China	2	5.0 Yellow Ring with Silver Tail
China	2	5.0 Yellow to Red Reflecting with Silver Tail

200

TOTAL 5" MAIN BODY SHELLS

6" MAIN BODY SHELLS

COUNTRY	QTY.	SIZE DESCRIPTION
China	1	6.0 Astragalus
China	2	6.0 Blooming Silver w/ Silver Tail
China	2	6.0 Blue & Spangle
China	2	6.0 Blue Chrysanthemum with Silver Tail
China	2	6.0 Blue Peony
China	2	6.0 Blue Peony to Red w/ Silver Pistil w/ Silver Tail
China	2	6.0 Blue to Red Glitter
China	2	6.0 Blue to Red Glitter & Spangle
China	2	6.0 Brocade Crown to Crackling w/ Crackling Tail
China	2	6.0 Brocade to Blue & Red Sparkling Lights w/ Gold Tail
China	2	6.0 Brocade to Blue to Yellow w/ Gold
China	2	6.0 Brocade to Blue w/ Gold Tail
USA	2	6.0 Color Chrysanthemum with Gold Tail
USA	2	6.0 Colorful Peony to Crackling Stars w/ Crackling Tail
China	1	6.0 Crocus w/ Yellow Tail
China	2	6.0 Crown to Silver Strobe w/ Gold Tail
China	2	6.0 Dragon Eggs
China	2	6.0 Flourishing w/ Gold Tail
China	2	6.0 Glitter to Purple Chrysanthemum w/ Green w/ Silver Tail
China	2	6.0 Gold Edge Colorful Pistil

Shell Description

China	2	6.0	Gold Edge w/ Colorful Pistil w/ Gold Tail
China	2	6.0	Gold Glitter
China	2	6.0	Gold Sparkle w/ Crackle Tail
China	1	6.0	Gold Wave Purple w/ Gold Flashing Pistil w/ Gold Tail
China	1	6.0	Gold Wave Purple w/ Gold Flashing Pistil w/ Silver Tail
China	2	6.0	Golden Dragons w/ Gold Tail
China	2	6.0	Grass Green Crackle Saturn w/ Orange Crossette Ring
China	2	6.0	Green Chrysanthemum w/ Red-Green Strobe Pistil w/ Tail
China	2	6.0	Green Crackling Shell of Shells w/ Gold Tail
China	2	6.0	Green Glitter
China	1	6.0	Green to Gold Peony
China	1	6.0	Green to Silver Peony
China	2	6.0	Half Blue and Half Orange w/ Strobe Pistil w/ Strobe Tail
China	2	6.0	Half Green and Half Gold w/ Strobe Pistil w/ Strobe Tail
China	2	6.0	Half Orange and Half Green w/ Strobe Pistil w/ Strobe Tail
China	2	6.0	Half Purple and Half Yellow w/ Strobe Pistil w/ Strobe Tail
China	2	6.0	Half Red and Half Blue w/ Strobe Pistil w/ Strobe Tail
China	2	6.0	Half Red and Half White w/ Strobe Pistil w/ Strobe Tail
China	2	6.0	Half White and Half Purple w/ Strobe Pistil w/ Strobe Tail
China	2	6.0	Half Yellow and Half Blue w/ Strobe Pistil w/ Strobe Tail
China	2	6.0	Half Yellow and Half Green w/ Strobe Pistil w/ Strobe Tail
USA	2	6.0	Heart Pattern
USA	1	6.0	Kamuro w/ Fuchsia Strobe
China	2	6.0	Multi Color Peony with Crackling Tail
China	2	6.0	Multi-Color Chrysanthemum
USA	1	6.0	Orange Peony
USA	1	6.0	Orange Peony w/ Blue Pistil w/ Crackle Tail
China	2	6.0	Peace Pattern
China	2	6.0	Peacock Tail w/ Gold Tail
China	2	6.0	Pink Peony w/ Palm Pistil
China	2	6.0	Purple Chrysanthemum with Silver Tail
China	1	6.0	Purple Glitter w/ Palm Core
China	1	6.0	Purple to Crackling Flower w/ Green Pistil w/ Silver Tail
China	2	6.0	Rainbow Pattern
China	2	6.0	Red & Blue & White Peony
China	2	6.0	Red & White & Blue Glitter
China	2	6.0	Red Chrysanthemum & Glitter Palm Core
China	2	6.0	Red Distant Wave w/ Silver Tail
China	2	6.0	Red Palm Tree
China	1	6.0	Red to Crackling Crossette w/ Red Tail
China	1	6.0	Red to Crackling w/ Gold Palm Core
China	2	6.0	Red to White Strobe
China	1	6.0	Red to White Strobe & Blue
China	1	6.0	Red w/ Gold Palm
China	2	6.0	Shell of Shells w/ Palm Pistil w/ Silver Tail
China	2	6.0	Silver Peony w/ Red Ring w/ Tail
China	2	6.0	Silver to Crackling w/ Red Pistil

Shell Description

USA	2	6.0	Silver Tourbillions
China	2	6.0	Spangle Chrysanthemum w/ Variety Pistil
China	2	6.0	Sparkling Golden and Silver Lights with Gold Tail
China	2	6.0	Sparkling Silver Lights w/ Red & Blue Crossette w/ RST
China	2	6.0	Titanium Salutes Shell of Shells
China	2	6.0	Titanium Salutes with Silver Tail
USA	2	6.0	Tree Peony w/ Yellow Center w/ Silver Tail
China	1	6.0	Triplet Bloom w/ Crackling Tail
USA	2	6.0	Two-Color Change Chrysanthemum w/ Glitter Silver Pistil w/ Tail
China	2	6.0	White Crackling Willow with Silver Tail
China	2	6.0	White Peony
China	2	6.0	White Strobe Flitter w/Strobe w/ Silver Tail
China	2	6.0	White Twinkling
China	2	6.0	White Twinkling w/ Red Palm
China	1	6.0	Yellow Flowers in Battlefield w/ Gold Tail
China	1	6.0	Yellow to Crackling
China	2	6.0	Yellow to Red Reflecting with Silver Tail
150		TOTAL 6" MAIN BODY SHELLS	

8" MAIN BODY SHELLS

COUNTRY	QTY.	SIZE	DESCRIPTION
USA	1	8.0	Assorted Bees
China	1	8.0	Blooming Silvery
China	1	8.0	Colorful & Silver Rain w/ RST
China	1	8.0	Double Rings & Brocade to Green w/ RGT
China	1	8.0	Gold Glitter
China	1	8.0	Green to Silver Peony
USA	1	8.0	Orange Peony
China	1	8.0	Pink Peony Silver Strobe w/ Silver Strobe Crossette w/ Silver Tail
China	1	8.0	Purple Glitter w/ Palm Core
China	1	8.0	Red & Blue & White Peony
China	1	8.0	Silver to Crackling w/ Red Pistil
China	1	8.0	Spangle Chrysanthemum w/ Variety Pistil
12		TOTAL 8" MAIN BODY SHELLS	

10" MAIN BODY SHELLS

COUNTRY	QTY.	SIZE	DESCRIPTION
China	1	10.0	Astragalus
China	1	10.0	Blue & Spangle
China	1	10.0	Brocade Crown w/ Red Green Tail
China	1	10.0	Flourishing w/ RST
China	1	10.0	Gold Wave Purple w/ Gold Flashing Pistil w/ Gold Tail
China	1	10.0	Mixed Orange & Yellow Dahlia
USA	1	10.0	Multi-Color Chrysanthemum w/ RGT
China	1	10.0	Red & White & Blue Glitter
China	1	10.0	Sparkling Silver Lights w/ Red & Blue Crossette w/ RST

Shell Description

China	1	10.0	Titanium Salutes Shell of Shells
USA	1	10.0	White Twinkling
China	1	10.0	Yellow to Crackling

12			TOTAL 10" MAIN BODY SHELLS
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LOW LEVEL PRESENTATION

China	4500	0.75	Silver Whistles
USA	500	0.75	Silver Whistles

5000			TOTAL LOW LEVEL PRESENTATION
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3" FINALE SHELLS

COUNTRY	QTY.	SIZE	DESCRIPTION
China	2	3.0	Aqua Peony w/ Spangle Pistil
China	2	3.0	Assorted Bees
China	2	3.0	Astragalus
China	2	3.0	Blooming Silvery
China	2	3.0	Blooming Silvery Chrysanthemum with Silver Tail
China	2	3.0	Blue & Spangle
China	2	3.0	Blue Bees
China	2	3.0	Blue Chrysanthemum with Silver Tail
China	2	3.0	Blue Crossette
China	2	3.0	Blue to Red Glitter
China	2	3.0	Blue to Red Peony
China	2	3.0	Brocade Crown to Purple Tail
China	2	3.0	Brocade Crown w/ Red Green Tail
China	2	3.0	Brocade Crown with Brocade Tail
China	2	3.0	Brocade Crown with Gold Strobe Pistil
China	2	3.0	Brocade Silver to Green
China	2	3.0	Brocade to Blue with Red Center
China	2	3.0	Brocade to Crackling
China	2	3.0	Brocade to Green Sparkling Lights
China	2	3.0	Brocade to Purple
China	2	3.0	Brocade to Purple Stars with Brocade Tail
China	2	3.0	Butterfly Pattern
China	2	3.0	Chrysanthemum to Red Sparkling Lights with Gold Tail
China	2	3.0	Chrysanthemum to Red Sparkling Lights with Silver Tail
USA	2	3.0	Color Chrysanthemum with Gold Tail
USA	2	3.0	Color Chrysanthemum with Silver Tail
USA	2	3.0	Color Peony
USA	2	3.0	Color Waves with Gold Tail
USA	2	3.0	Color Waves with Silver Tail
USA	2	3.0	Colorful & Silver Rain w/ RST
USA	2	3.0	Colorful and Silver Rain w/ Crackling Tail
USA	2	3.0	Colorful Peony with Palm Pistil
China	2	3.0	Crackling Palm
China	2	3.0	Crackling Palm with Crackling Tail

Shell Description

China	2	3.0	Crocus
China	2	3.0	Crown to Multicolor w/ Gold Tail
China	2	3.0	Dahlia Blue w/ Red tail
China	2	3.0	Double Ring (Red Inner & Blue Outer)
China	2	3.0	Double Ring (Yellow Inner and Purple Outer)
China	2	3.0	Double Rings & Brocade to Green w/ RGT
China	2	3.0	Electric Thunder Salutes
China	2	3.0	Fire Meteors
China	2	3.0	Five Colors
China	2	3.0	Flourishing
China	2	3.0	Flourishing w/ RST
China	2	3.0	Glitter Coconut
China	2	3.0	Glittering Silver to Blue Chrysanthemum
China	2	3.0	Glittering Silver to Green Chrysanthemum
China	2	3.0	Glittering Silver to Yellow Chrysanthemum
China	2	3.0	Gold Chrysanthemum with Blue Pistil
China	2	3.0	Gold Chrysanthemum with Blue Pistil with Gold Tail
China	2	3.0	Gold Chrysanthemum with Blue Pistil with Silver Tail
China	2	3.0	Golden Glittering Palm with Gold Tail
China	2	3.0	Golden Orchard
China	2	3.0	Golden Pheasant
China	2	3.0	Golden Rays with Blue Pistil
USA	2	3.0	Grand Celebration
USA	2	3.0	Grapes All Over The Vineyard
China	2	3.0	Green and Yellow Reflecting with Silver Tail
China	2	3.0	Green Chrysanthemum with Gold Tail
China	2	3.0	Green Chrysanthemum with Silver Tail
China	2	3.0	Green Crackling Willow
China	2	3.0	Green Peony
China	2	3.0	Green Peony w/ Blue Peony
China	2	3.0	Green Peony w/ Brocade Center w/ Gold Tail
China	2	3.0	Green Peony w/ Purple Pistil
China	2	3.0	Green Ring with Palm Pistil with Gold Tail
China	2	3.0	Green Ring with Palm Pistil with Silver Tail
China	2	3.0	Green to Silver Peony
China	2	3.0	Green to Yellow Peony with Palm Pistil
China	2	3.0	Half Blue & Half Silver Chrysanthemum
China	2	3.0	Half Blue and Half Green with Palm Pistil
China	2	3.0	Half Red & Half Blue Chrysanthemum
China	2	3.0	Half Red & Half Green w/ Palm Pistil
China	2	3.0	Half Red & Half Purple Chrysanthemum
China	2	3.0	Half Yellow and Half Blue Chrysanthemum with Gold Tail
China	2	3.0	Half Yellow and Half Blue Chrysanthemum with Silver Tail
USA	2	3.0	Happy Face Pattern
USA	2	3.0	Heart Pattern
China	2	3.0	Kamuro w/ Fuchsia Strobe
China	2	3.0	Mixed Orange & Yellow Dahlia

Shell Description

USA	2	3.0	Multi Color Peony w/ Crackling Tail
USA	2	3.0	Multi Reports
USA	2	3.0	Multi-Color Chrysanthemum w/ RGT
China	2	3.0	Orange Peony
China	2	3.0	Orange Peony w/ Palm Core w/ Tail
China	2	3.0	Orange Peony with Blue Pistil
China	2	3.0	Orange Peony with Crackling Pistil
China	2	3.0	Orchid
China	2	3.0	Peacock Tail
China	2	3.0	Peacock Tails with Gold Tail
China	2	3.0	Peacock Tails with Silver Tail
China	2	3.0	Pink Peony Silver Strobe w/ Silver Strobe Crossette w/ Silver Tail
China	2	3.0	Pink Peony with Purple Pistil
China	2	3.0	Pink Peony with Sparkling Silver Pistil
China	2	3.0	Purple Chrysanthemum with Silver Tail
China	2	3.0	Purple Glitter w/ Palm Core
China	2	3.0	Purple Peony
China	2	3.0	Purple Peony to Moving Silver Snakes w/ Silver Tail
China	2	3.0	Purple Peony with Brocade Center
China	2	3.0	Purple Peony with Red & Blue Pistil w/ Gold Tail
China	2	3.0	Purple Ring with Brocade Center
China	2	3.0	Purple, Red, Green, Yellow, Blue, & Crackling w/ Tails
China	2	3.0	Red & Blue & White Peony
China	2	3.0	Red & Blue Peony w/ Silver Tail
China	2	3.0	Red & White & Blue Glitter
China	2	3.0	Red Blue Silver Flashing w/ Brocade Silver w/ Blue & Red Pistil
China	2	3.0	Red Chrysanthemum & Glitter Palm Core
China	2	3.0	Red Chrysanthemum to Blue with Silver Center w/ Silver Tail
China	2	3.0	Red Chrysanthemum to Green with Red Center
China	2	3.0	Red Peony w/ Yellow Pistil w/ Crackling Tail
China	2	3.0	Red Peony with Gold Tail
China	2	3.0	Red Peony with Silver Brocade Pistil
China	2	3.0	Red Peony with Silver Tail
China	2	3.0	Red Strobe
China	2	3.0	Red to Crackling w/ Gold Palm Core
China	2	3.0	Red to Silver Diamond & Blue w/ Tail
China	2	3.0	Red to White Strobe & Blue
China	2	3.0	Red w/ Gold Palm
China	2	3.0	Red White Blue Peony
China	2	3.0	Silver Bees with Silver Tail
China	2	3.0	Silver Brocade to Orange
China	2	3.0	Silver Brocade to Pink
China	2	3.0	Silver Crackling Flowers
China	2	3.0	Silver Glitter Palm w/ Silver Tail
China	2	3.0	Silver Peony
China	2	3.0	Silver Peony with Red Ring
China	2	3.0	Silver Ring

Shell Description

China	2	3.0	Silver to Crackling w/ Red Pistil
China	2	3.0	Silver to Pink Peony w/ Blue Pistil w/ Silver Tail
China	2	3.0	Silver Tourbillions
China	2	3.0	Silver Wave to Blue
China	2	3.0	Singing Willow Warbler
China	2	3.0	Spangle Chrysanthemum w/ Variety Pistil
China	2	3.0	Sparkling Gold Lights
China	2	3.0	Sparkling Golden and Silver Lights with Gold Tail
China	2	3.0	Sparkling Golden Lights
China	2	3.0	Sparkling Silver Lights
China	2	3.0	Sparkling Silver Lights w/ Red & Blue Crossette w/ RST
China	2	3.0	Sparkling Silvery Lights
China	2	3.0	Star Pattern
China	2	3.0	Sunflower
China	2	3.0	Titanium Salutes
China	2	3.0	Titanium Salutes w/ Silver Tails
China	2	3.0	Triplet Bloom
China	2	3.0	Variety Peony w/Silver Palm Core
China	2	3.0	White Twinkling
China	2	3.0	White Twinkling w/ Red Palm
China	2	3.0	Yellow Bees
China	2	3.0	Yellow to Red Reflecting with Silver Tail

300

TOTAL 3" FINALE SHELLS

4" FINALE SHELLS

COUNTRY	QTY.	SIZE	DESCRIPTION
USA	3	4.0	Assorted Bees
China	3	4.0	Blue Crossette
China	3	4.0	Blue Crossette w/Crackle
China	3	4.0	Blue Peony with Yellow Pistil
China	3	4.0	Brocade Silver to Red
China	3	4.0	Brocade Silver to Blue
China	3	4.0	Color Peony
China	3	4.0	Golden Ribbon
China	3	4.0	Green Crossette
Spain	3	4.0	Kamuro w/ Fuchsia Strobe
China	3	4.0	Orange Crossette
China	3	4.0	Popping Flowers
USA	3	4.0	Rainbow Streamers
China	3	4.0	Red Crossette
China	3	4.0	Singing Willow Warbler
China	3	4.0	White Crossette
USA	2	4.0	White Mag

30

TOTAL 4" FINALE SHELLS

5" FINALE SHELLS

Shell Description

COUNTRY	QTY.	SIZE DESCRIPTION
China	3	5.0 Blue Crossette
USA	2	5.0 Bowtie Ring
China	2	5.0 Brocade Silver to Green
China	3	5.0 Crown to Multicolor w/ Gold Tail
China	3	5.0 Double Ring (Red Inner & Blue Outer)
China	3	5.0 Double Ring (Yellow Inner and Purple Outer)
China	3	5.0 Electric Thunder Salutes
China	3	5.0 Fire Meteors
China	3	5.0 Five Colors
China	2	5.0 Flourishing
USA	3	5.0 Golden Ribbon
China	2	5.0 Half Red & Half Blue Chrysanthemum
China	3	5.0 Popping Flowers
China	2	5.0 Red Crossette
China	3	5.0 White Crossette
40		TOTAL 5" FINALE SHELLS

6" FINALE SHELLS

COUNTRY	QTY.	SIZE DESCRIPTION
China	3	6.0 Blue Diamond
China	3	6.0 Brocade to Purple Stars with Brocade Tail
China	2	6.0 Color Waves with Silver Tail
China	2	6.0 Glittering Silver to Red Chrysanthemum
China	3	6.0 Gold Waves with Gold Tail
China	3	6.0 Green and Yellow Reflecting with Silver Tail
China	2	6.0 Green Chrysanthemum with Gold Tail
USA	3	6.0 Peacock Tails with Gold Tail
China	3	6.0 Red Peony with Silver Tail
China	2	6.0 Silver Ring with Silver Tail
China	2	6.0 Sparkling Silvery Lights
China	2	6.0 White Chrysanthemum
30		TOTAL 6" FINALE SHELLS

8" FINALE SHELLS

COUNTRY	QTY.	SIZE DESCRIPTION
USA	1	8.0 Brocade Silver to Blue Chrysanthemum
China	1	8.0 Half Red & Half Purple Chrysanthemum
2		TOTAL 8" FINALE SHELLS

10" FINALE SHELLS

COUNTRY	QTY.	SIZE DESCRIPTION
USA	1	8.0 Blooming Silvery
China	1	8.0 Brocade Crown
2		TOTAL 10" FINALE SHELLS

SECOND CONTRACT EXTENSION AGREEMENT FY-2021

INDEPENDENCE DAY FIREWORKS DISPLAY

This Second Contract Extension Agreement ("Agreement") dated the 21st day of December 2020, is between the City of Destin, Florida, 2400 Indian Bayou Trail, Destin, Florida 32541 (the "City") and Pyro Shows, Inc., 701 West Central Avenue, La Follette, Tennessee 37766, ("Contractor"), to provide the City's 2021 Independence Day Fireworks Display on July 4th, 2021 (Rain date: July 5th, 2021).

It is expressly agreed by the parties that this is the **second of five possible extensions** to the Contract (RFB No. 18-16-REC) originally approved by the Destin City Council on February 19, 2019 (the "Original Contract").

Except as otherwise described herein, the terms of the Original Contract are made a part hereof as through expressly rewritten, incorporated, and included herein. In the event of conflict between the terms of this Agreement and the Original Contract, this Agreement shall control.

The Original Contract is amended as follows:

Paragraph 5 of the Original Contract shall be stricken and shall now read:

5. Compensation:

The total compensation sum shall be \$26,500.00 minus \$1,500 for lodging donation from City sponsor (\$24,000.00 for pyrotechnics and \$1,000.00 for post-event clean-up) (the "Total Compensation").

The Total Compensation shall be paid in two draws.

The first draw shall be for \$12,500.00. The first draw shall be due upon submission of an invoice by Contractor to the City no later than January 31st of the calendar year in which the Work is to be performed. Upon receipt of the invoice for the first draw, the City shall promptly pay the first draw to the Contractor. The first draw shall be nonrefundable. However, if the City elects to terminate this Contract pursuant to paragraphs 14 or 15 herein, then the first draw shall be carried forwarded and credited to the City for a July 4th pyrotechnics show in the next calendar year.

The second draw shall be for the remainder of the Total Compensation not paid in the first draw. The Contractor shall invoice the City for the balance owed no later than July 31st of the calendar year in which the Work is to be performed. Upon receipt of the invoice for the second draw, the City shall promptly pay the second draw to the Contractor. However, the Contractor shall only be entitled to payment of the second draw if Contractor's Work is acceptable to the City, as determined by the City in its sole discretion.

Should the City cancel or terminate this contract within 5 days of the intended performance date (July 4th), then Contractor shall be entitled to retain an amount not to exceed 50% (\$6,250) of the first draw and this amount of \$6,250 shall not be carried forward and credited the City for a July 4th pyrotechnics show in the next calendar year. The remainder of the first draw shall be carried forward and credited to the City. This sum is intended to reimburse the Contractor for direct costs, indirect costs, and permit expenses incurred by Contractor in anticipation of performing the Work. Contractor shall only be entitled to retain the amount of direct costs, indirect costs, and permit expenses incurred by Contractor in anticipation of the Work. At the request of the City, the Contractor shall be required to submit an itemized invoice detailing the direct costs, indirect costs, and permit expenses incurred by Contractor.

Paragraph 17.7 of is added and shall state:

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 THE OFFICE OF THE CITY CLERK, (850) 837-4242, 4200 INDIAN BAYOU DRIVE, DESTIN, FLORIDA 32541, rbailey@cityofdestin.com.

Specifically, the CONTRACTOR must:

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

The City Council authorized this Agreement on this 21st day of December 2020.

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

CITY OF DESTIN, FLORIDA

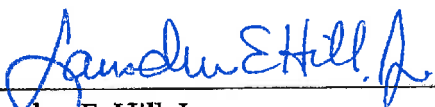
By: 
Gary Jarvis, Mayor

Date: 12/21/20

Attest:

By: 
Rey Bailey, City Clerk

PYRO SHOWS, INC.

By: 
Name: Lansden E. Hill, Jr.
Title: President & CEO

Date: 3-9-2021

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: March 15, 2021
TYPE OF AGENDA ITEM: Consent Agenda
AGENDA OUTLINE NUMBER: 6.B.

TO: City Council

THRU: Lance Johnson, City Manager
Krystal Strickland, Finance Director

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

DATE: March 11, 2021

SUBJECT: Harbor Capacity Study Contract and Scope

I. BACKGROUND: The Army Corps of Engineers expressed interest in aiding the City in the obtainment of funding and contract services to undertake a Carrying Capacity Study through the Corps of Engineers' Planning Assistance to States Program. As part of the funding agreement, the City has agreed to a 50% cost share for the proposed study.

On March 18, 2019 City Council directed staff to engage an entity to commission a Harbor Capacity study to consider aesthetics, socioeconomics, quality of life, tourism, and community character issues; including population concentration, availability of open space, habitat diversity, and the diversity and health of existing species within the Harbor CRA District and Calhoun Area including Choctawhatchee Bay.

On September 16, 2019, the City Council approved **Resolution 19-21** to enter into an agreement with the Army Corps of Engineers for assistance with funding and contracting services for a Harbor Carrying Capacity Study.

The actual cost of the study is \$500,000. Based on a 50% cost share, the City's share is \$250,000 as outlined in a new **Resolution 21-02**.

II. DISCUSSION: Pursuant to **Resolution 21-02**, the formal contractual agreement and scope between the City of Destin and the Army Corps of Engineers is ready for City Council review and approval, outlining the share of costs (50%), and schedule of activities and tasks.

A. Link to Strategic Goals / Objectives: Green and sustainable environment.
Improved mobility and connectivity.

Enhanced quality of life and safety for families.
Economic development and revitalization.

B. Effect on Budget (EOB): The attached agreement will obligate the City to pay 50% of the cost of a study of the Harbor and Bay Area in an amount not to exceed \$250,000.

Budget Impact		
		FY2021 BUDGET
30558500-531001-CRH65		
GF CIP-PROFESSIONAL SVCS-	\$	425,000
HARBOR/BAY CAPACITY		
FY21 Adopted Budget*		425,000
Previous Expenses/Encumbrances		-
Available Program Budget		425,000
This Agreement		250,000
FY21 Remaining Program Budget	\$	175,000

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

III. CONCLUSION: The Council is requested to approve the contractual agreement between the Army Corps of Engineers and the City of Destin through **Resolution 21-02**, allowing the City to enter into an agreement with the Army Corps of Engineers for assistance with funding and contracting services for a Harbor Capacity Study. The agreement outlines a 50% cost share of study from the City of Destin. This amounts to \$250,000. The total study cost is \$500,000.

IV. RECOMMENDED MOTION: I move the City Council approve the contractual agreement and scope between the Army Corps of Engineers and the City of Destin through **Resolution 21-02**, and direct City Manager to execute the agreement and proceed with the Harbor Capacity Study.

Attachments:

1. Resolution 19-21 Signed (Previous)
2. Resolution 21-02 (New)
3. PAS Agreement 4004
4. Certificate of Authority-Destin Harbor CCS
5. Destin PAS SOW_Schedule_tasks
6. Financial Capability for Destin Harbor CCS
7. Lobby CERT_ Destin Harbor CCS

RESOLUTION 19-21

A RESOLUTION OF THE CITY OF DESTIN, FLORIDA, AUTHORIZING THE EXECUTION OF AN AGREEMENT BETWEEN THE CITY OF DESTIN AND THE ARMY CORPS OF ENGINEERS, TO CONDUCT A CARRYING CAPACITY STUDY FOR THE DESTIN HARBOR AND CALHOUN AREA INCLUDING CHOCTAWHATCHEE BAY.

WHEREAS, the Destin City Council directed Staff to engage an entity to commission a Harbor Capacity study to consider aesthetics, socioeconomics, quality of life, tourism, and community character issues; including population concentration, availability of open space, habitat diversity, and the diversity and health of existing species within the Harbor CRA District and Calhoun Area including Choctawhatchee Bay.

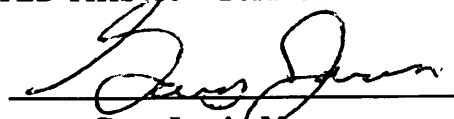
WHEREAS, the Army Corps of Engineers has expressed interest in aiding the City in the obtainment of funding and contract services for the Carrying Capacity Study (Section 22 Study) through the Corp of Engineers' Planning Assistance to States Program.

WHEREAS, Section 22 of the Water Resources Development Act of 1974, as amended, provides the authority for the Corps to assist in the preparation of comprehensive plans for the development, utilization, and conservation of water and related land resources and the City of Destin requires planning assistance for a Carrying Capacity Study of the Destin Harbor and Calhoun Area including Choctawhatchee Bay and

WHEREAS, entering into an agreement with the Corps of Engineers for assistance with the Carrying Capacity Study will require a 50 percent cost share of study costs from the City of Destin. **The City's share is not to exceed \$200,000.00.**

NOW, THEREFORE, BE IT RESOLVED, by the Destin City Council that, the terms of said agreement for the Carrying Capacity Study of the Destin Harbor and Calhoun Area including Choctawhatchee Bay, is in the best interest of the City, and the Destin City Council designates and confirms Lance Johnson, City Manager or his designee to execute and deliver said contract and any related documents necessary to consummate the contract.

ADOPTED THIS 16TH DAY OF SEPTEMBER 2019
BY:


Gary Jarvis, Mayor

ATTEST:


Rey Bailey, City Clerk

RESOLUTION 21-02

A RESOLUTION OF THE CITY OF DESTIN, FLORIDA, AUTHORIZING THE EXECUTION OF AN AGREEMENT BETWEEN THE CITY OF DESTIN AND THE ARMY CORPS OF ENGINEERS, TO CONDUCT A CARRYING CAPACITY STUDY FOR THE DESTIN HARBOR AND CALHOUN AREA INCLUDING CHOCTAWHATCHEE BAY.

WHEREAS, the Destin City Council directed Staff to engage an entity to commission a Harbor Capacity study to consider aesthetics, socioeconomics, quality of life, tourism, and community character issues; including population concentration, availability of open space, habitat diversity, and the diversity and health of existing species within the Harbor CRA District and Calhoun Area including Choctawhatchee Bay.

WHEREAS, the Army Corps of Engineers has expressed interest in aiding the City in the obtainment of funding and contract services for the Carrying Capacity Study (Section 22 Study) through the Corp of Engineers' Planning Assistance to States Program.

WHEREAS, Section 22 of the Water Resources Development Act of 1974, as amended, provides the authority for the Corps to assist in the preparation of comprehensive plans for the development, utilization, and conservation of water and related land resources and the City of Destin requires planning assistance for a Carrying Capacity Study of the Destin Harbor and Calhoun Area including Choctawhatchee Bay and

WHEREAS, entering into an agreement with the Corps of Engineers for assistance with the Carrying Capacity Study will require a 50 percent cost share of study costs from the City of Destin; and

WHEREAS, on September 16, 2019, the City Council passed resolution 19-21, which provided that the City's share is not to exceed \$200,000, and

WHEREAS, based on information provided by the Army Corp of Engineers, staff has determined that the **City's share must be revised and shall not exceed \$250,000.00;** and

NOW, THEREFORE, BE IT RESOLVED, by the Destin City Council that the above listed recitals are fully incorporated herein, and that, the terms of said agreement for the Carrying Capacity Study of the Destin Harbor and Calhoun Area including Choctawhatchee Bay, is in the best interest of the City, and the Destin City Council designates and confirms Lance Johnson, City Manager or his designee to execute and deliver said contract and any related documents necessary to consummate the contract.

ADOPTED THIS DAY OF 2021
BY:

Gary Jarvis, Mayor

ATTEST:

Rey Bailey, City Clerk

AGREEMENT
BETWEEN
THE DEPARTMENT OF THE ARMY
AND
CITY OF DESTIN
FOR THE PROVISION OF CERTAIN TECHNICAL ASSISTANCE

THIS AGREEMENT is entered into this ____ day of _____, ____, by and between the Department of the Army (hereinafter the "Government"), represented by the District Commander for Mobile District] (hereinafter the "District Commander") and the City of Destin (hereinafter the "Non-Federal Sponsor"), represented by the City Manager.

WITNESSETH, THAT:

WHEREAS, Section 22 of the Water Resources Development Act of 1974, as amended (42 U.S.C. 1962d-16), authorizes the Secretary of the Army to provide technical assistance related to the management of State water resources (hereinafter "Technical Assistance") to a State or non-Federal interest working with a State and to establish and collect fees for the purpose of recovering 50 percent of the costs of such assistance except that Secretary may accept and expend non-Federal funds provided that are in excess of such fee; and

WHEREAS, the Government and the Non-Federal Sponsor have the full authority and capability to perform in accordance with the terms of this Agreement.

NOW, THEREFORE, the parties agree as follows:

1. The Government shall provide Technical Assistance in accordance with the attached Scope of Work, and any modifications thereto, that specifies the scope, cost, and schedule for activities and tasks. In carrying out its obligations under this Agreement, the Non-Federal Sponsor shall comply with all the requirements of applicable Federal laws and implementing regulations.

2. The Non-Federal Sponsor shall provide 50 percent of the costs of providing the Technical Assistance in accordance with the provisions of this paragraph. As of the effective date of this Agreement, the costs of providing the Technical Assistance are projected to be \$500,000, with the Government's share of such costs projected to be \$250,000 and the Non-Federal Sponsor's share of such costs projected to be \$250,000.

a. No later than 15 calendar days after the effective date of this Agreement, the Non-Federal Sponsor shall provide the full amount of its share of costs by delivering a check payable to "FAO, USAED, K5" to the District Commander or by providing an Electronic Funds Transfer of such required funds in accordance with procedures established by the Government.

b. If the Government determines at any time that additional funds are needed from the Non-Federal Sponsor to cover the Non-Federal Sponsor's costs of the Technical Assistance, the Government shall provide the Non-Federal Sponsor with written notice of the

amount of additional funds required. Within 60 calendar days of such notice, the Non-Federal Sponsor shall provide the Government with the full amount of such additional funds.

c. Following provision of the Technical Assistance and resolution of any relevant claims and appeals, the Government shall conduct a final accounting and furnish the Non-Federal Sponsor with the written results of such final accounting. Should the final accounting determine that additional funds are required from the Non-Federal Sponsor, the Non-Federal Sponsor, within 60 calendar days of written notice from the Government, shall provide the Government with the full amount of such additional funds. Should the final accounting determine that the Non-Federal Sponsor has provided funds in excess of its required amount, the Government shall refund the excess amount, subject to the availability of funds. Such final accounting does not limit the Non-Federal Sponsor's responsibility to pay its share of costs, including contract claims or any other liability that may become known after the final accounting.

3. In addition to its required cost share, the Non-Federal Sponsor may determine that it is in its best interests to provide additional funds for the Technical Assistance. Additional funds provided under this paragraph and obligated by the Government are not included in calculating the Non-Federal Sponsor's required cost share and are not eligible for credit or repayment.

4. The Non-Federal Sponsor shall not use Federal program funds to meet any of its obligations under this Agreement unless the Federal agency providing the funds verifies in writing that the funds are authorized to be used for the provision of the Technical Assistance. Federal program funds are those funds provided by a Federal agency, plus any non-Federal contribution required as a matching share therefor.

5. Upon 30 calendar days written notice to the other party, either party may elect, without penalty, to suspend or terminate the provision of Technical Assistance under this Agreement. Any suspension or termination shall not relieve the parties of liability for any obligation incurred.

6. The parties agree to use their best efforts to resolve any dispute in an informal fashion through consultation and communication. If the parties cannot resolve the dispute through negotiation, they may agree to a mutually acceptable method of non-binding alternative dispute resolution with a qualified third party acceptable to the parties. Each party shall pay an equal share of any costs for the services provided by such a third party as such costs are incurred. The existence of a dispute shall not excuse the parties from performance pursuant to this Agreement.

7. In the exercise of their respective rights and obligations under this Agreement, the Government and the Non-Federal Sponsor each act in an independent capacity, and neither is to be considered the officer, agent, or employee of the other. Neither party shall provide, without the consent of the other party, any contractor with a release that waives or purports to waive any rights a party may have to seek relief or redress against that contractor.

8. Any notice, request, demand, or other communication required or permitted to be given under this Agreement shall be deemed to have been duly given if in writing and delivered personally or mailed by certified mail, with return receipt, as shown below. A party may change

the recipient or address for such communications by giving written notice to the other party in the manner provided in this paragraph.

If to the Non-Federal Sponsor:
Lance Johnson, City Manager
4200 Indian Bayou Trail
Destin, Florida 32541

If to the Government:
District Commander
U.S. Army Corps of Engineers, Mobile District
P. O. Box 2288
Mobile, Alabama 36628
[

9. To the extent permitted by the laws governing each party, the parties agree to maintain the confidentiality of exchanged information when requested to do so by the providing party.

10. Nothing in this Agreement is intended, nor may be construed, to create any rights, confer any benefits, or relieve any liability, of any kind whatsoever in any third person not a party to this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, which shall become effective upon the date it is signed by the District Commander.

DEPARTMENT OF THE ARMY

CITY OF DESTIN

BY: _____
Sebastien Joly
Colonel, U.S. Army
District Commander

BY: _____
Mr. Lance Johnson
City Manager, City of Destin

DATE: _____

DATE: _____

CERTIFICATE OF AUTHORITY

I, _____, do hereby certify that I am the principal legal officer for the City of Destin, that the City of Destin is a legally constituted public body with full authority and legal capability to perform the terms of the Section 22 Planning Assistance to State Agreement between the Department of the Army and the City of Destin in connection with the Destin Harbor Capacity Study, and to pay damages, if necessary, in the event of the failure to perform in accordance with the terms of this Section 22 Planning Assistance to State Agreement for the Destin Harbor Capacity Study as required by Section 221 of Public Law 91-611, as amended (42 U.S.C. 1962d-5b), and that the person who executed this Section 22 Planning Assistance to State Agreement for the Destin Capacity Study on behalf of the City of Destin acted within her statutory authority.

IN WITNESS WHEREOF, I have made and executed this certification this
_____ day of _____ 20____.

Kimberly Romano Kopp
City Land Use Attorney

**Scope of Work
Planning Assistance to States
City of Destin
Carrying Capacity Study and Management Recommendations
Destin, Florida**

Objective – Identify the Carrying Capacity and existing and future use of Destin Harbor

1 TASKS

Task 1. Carrying Capacity Survey Development – Develop a survey that will address the following areas: impact current harbor usage has on the quality of recreation, safety and the environment; the effect that marinas, boat ramps and commercial activities have on the carrying capacity and distribution of users on the harbor; the boater's perception of the resource, social, economic, and managerial condition of the harbor, and user patterns.

Task 2. Destin Harbor Facility Inventory, Survey Implementation, and Boat Counts – Data collection on marinas, private and public docks, private and public boat ramps, etc. Execute field surveys during peak recreation season across an appropriate sample of users.

Task 3. Public Involvement Workshops– Engage area stakeholders before and after surveys to solicit input, support and recommendations of existing and future use of Destin Harbor. One of the specific focuses is shared use by harbor businesses.

Task 4. Environmental Effects Assessment – Identification of environmental concerns, issues, and opportunities related to existing and future use of Destin Harbor.

Task 5. Draft And Final Carrying Capacity Report and Recommendations – Provide a detailed report of survey findings and recommendation of managerial actions related to use of Destin Harbor.

Task 6. Project Management and Administration – - Administer the study through appropriate disciplines and providing project management, project oversight, ensuring quality control, timely reporting and coordination, and project delivery to the sponsor.

Table 1: Estimated Task Cost

TASK	Duration	Cost
Task 1	4 months	25k
Task 2	4 months	300K
Task 3	8 months	50K
Task 4	4 months	50K
Task 5	6 months	50K
Task 6	12-16 months* total project time	25K
	Total	\$500K (\$250 USACE/ \$250 City of Destin)

2 Roles and Responsibilities

2.1 USACE

USACE will be responsible for general project management including:

- Survey development and submittal
- Contracting of A/E firm
- Oversight of A/E firm
- Quality Assurance and Quality Control
- Delivery of Draft and Final Carrying Capacity Report
- Coordination with City of Destin staff

2.2 City of Destin

City of Destin will be responsible for:

- Identifying Steering Committee Members
- Reviewing draft documents and providing comments
- Providing access to parcel database for sampling
- Providing local data as needed and available
- Coordinating with other divisions within City of Destin as needed

**NON-FEDERAL SPONSOR'S
SELF-CERTIFICATION OF FINANCIAL CAPABILITY
FOR AGREEMENTS**

I, _____, do hereby certify that I am the Finance Director of the City of Destin (the "Non-Federal Sponsor"); that I am aware of the financial obligations of the Non-Federal Sponsor for the Destin Harbor Capacity Study; and that the Non-Federal Sponsor has the financial capability to satisfy the Non-Federal Sponsor's obligations under the Section 22 Planning Assistance to State Agreement for the Destin Harbor Capacity Study.

IN WITNESS WHEREOF, I have made and executed this certification this _____ day of _____, _____.

BY: _____

TITLE: _____

DATE: _____

CERTIFICATION REGARDING LOBBYING

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 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.

(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 31 U.S.C. 1352. 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.

Lance Johnson
City Manager

DATE: _____

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: March 15, 2021

TYPE OF AGENDA ITEM: Action Item

AGENDA OUTLINE NUMBER: 6.C.

TO: City Council

THRU: Krystal Strickland, Finance Director
Lance Johnson, City Manager

FROM: Jeffrey Cozadd, Grants Manager

DATE: 3/9/2021

SUBJECT: Boardwalk Repair, Replacement, and Maintenance Services, authorization to award and execute contract

I. BACKGROUND: The City Parks and Recreation Department and the Public Works Department are not equipped nor do they have adequate personnel or the equipment to perform the repair, replacement, and maintenance of the various boardwalks located in the city. For these more demanding projects, it is necessary to outsource the work to a vendor who has the necessary equipment and manpower. An RFB for Boardwalk Repair, Replacement, and Maintenance Services (RFB 21-01-PS) was advertised in February 2021.

II. DISCUSSION: The City received two bids, Anderson-Gore Home, Inc. and Live Flyer, Inc.

The Bid Committee met on March 9th to review these bids. Committee members discussed the two bids, and after some consideration, the scoring of the bids was recorded.

Both bid proposals have been provided as well as RFB 21-01-PS. The score tabulation summary sheet is also provided.

The Bid Committee passed a motion that Anderson Gore Homes, Inc. be recommended to Council.

A. Link to Strategic Goals / Objectives: from FY20 Strategic Plan Management Objectives:

Balance staffing resources with expectations

from FY20-24 Strategic Goal Table:

Objective #4B, Improve public use and safety of City Parks, Waterways and the

Harbor.

B. Effect on Budget (EOB): This item does not have an immediate effect on budget. Each work order over \$15,000 will be brought before council for review and approval. Purchase Orders will encumber budget for each task order as funding is available and within adopted budget.

C. Level of Service (LOS): This continuing services contract will allow the City to respond quickly to needed boardwalk repairs and maintenance. This will also ensure that boardwalk replacement is uniform and the cost is reasonable.

III. CONCLUSION: This action allows for the City Manager to execute a contract with Anderson Gore Homes, Inc. for Boardwalk Repair, Replacement, and Maintenance services.

IV. RECOMMENDED MOTION: I move that the contract for Boardwalk Repair, Replacement, and Maintenance services be awarded for three years April 1, 2021 to March 31, 2024, with two additional one-year renewals to Anderson Gore Homes, Inc., and authorize the City Manager to execute said contract on behalf of the City.

Attachments:

1. RFB 21-01-PS Boardwalk Repair and Replacement
2. Bid Opening Summary - RFB 21-01-PS
3. RFB 21-01-PS Boardwalk Bid Committee Scoresheet Summary
4. Boardwalk Repair, Replacement and Maintenance Continuing Services Contract

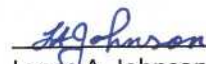
CITY OF DESTIN, FLORIDA

REQUEST FOR BIDS (RFB) NO. 21-01-PS

BOARDWALK REPAIR, REPLACEMENT, AND MAINTENANCE
CONTINUING SERVICES CONTRACT



City of Destin, Florida
February 11, 2021



Lance A. Johnson
City Manager
Phone (850) 837-4242
Facsimile (850) 837-3267
4200 Indian Bayou Trail
Destin, Florida 32541

Initials of Bidder: _____

Bid Checklist

The following items must be provided in order for your bid to be considered responsive.

- 1. Completed bid form (Exhibit A)**
- 2. Statement of Qualifications, Experience & Availability (narrative)**
- 3. Proof of required Workman's Compensation Insurance documents**
- 4. Completed W-9 [available at: <http://www.irs.gov/pub/irs-pdf/fw9.pdf>]**
- 5. Bid Packet initialed on ALL pages.**
- 6. Proof of adequate liability insurance**
- 7. Copy of State license (if required for job)**
- 8. Copy of City license (if business office is located in Destin)**
- 9. Completed Public Entity Crimes Form (Exhibit B)**
- 10. Completed Drug Free Form (Exhibit C)**
- 11. Addenda (if applicable)**
- 12. Three Letters of Reference - Minimum**
- 13. Other documents as requested in bid package**

Initials of Bidder: _____

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NOTICE TO BIDDERS

The City of Destin, Florida, is currently receiving sealed competitive Bids for a BOARDWALK REPAIR, REPLACEMENT, AND MAINTENANCE Continuing Services Contract for specified City-owned/controlled properties for three years with the option for two additional one-year renewals not to exceed five years. The Scope of Work will include, but not be limited to BOARDWALK REPAIR, REPLACEMENT AND MAINTENANCE services for City properties to include: providing all tools, machines, equipment, labor, materials and incidentals necessary to complete the work. The successful Bidder shall be required to supply the City with copies of current Liability Insurance and Workmen's Compensation coverage. Bids must be received by the City Clerk's Office at the City of Destin, 4200 Indian Bayou Trail, Destin, Florida 32541, in a sealed envelope clearly marked **"RFB No. 21-01-PS, BOARDWALK REPAIR, REPLACEMENT, AND MAINTENANCE CONTINUING SERVICES CONTRACT"**, along with the name, return address and telephone number of the bidder, no later than 2:00 p.m. CST, on Thursday, March 4, 2021 at which time they will be opened and read aloud. The City reserves the right to reject any and all Bids or portions thereof, to waive minor defects and informalities in the process, to accept the Bid(s) or take any other actions deemed by the City to be in the City's best interest.

It is the responsive bidder's responsibility to read and understand the requirements of this request for bid. Responsive bidders are required to state exactly what they intend to furnish the City of Destin via this solicitation and must indicate any variances to the terms, conditions and specifications of this proposal, no matter how slight. If variations are not stated in the proposal, it shall be construed that the bidder fully complies with all conditions identified.

Before submitting a bid, each responsive bidder will, at bidder's own expenses, make or obtain any additional examinations, investigations and studies, and obtain any additional information and data that may affect costs, permitting, progress, performance of furnishing of the project and that the responsive bidders deem necessary to determine its proposal.

Responsive bidder will examine all documents included in this Request for Bid (RFB) carefully and shall make a written request to the City's authorized representative for interpretation or correction of any ambiguity, inconsistency, or error herein.

Any interpretation or correction will be issued as an Addendum by the City. Only a written interpretation or correction by Addendum shall be binding. Responsive bidders are cautioned against relying on any interpretation or correction given by any other method.

The submission of a bid shall not be deemed an agreement between the responsive bidder and the City. The bid is a contractual offer by the responsive bidder to perform services in accordance with the Bid Solicitation. The City shall not be obligated to respond to any bid submitted nor be bound in any manner by the submission.

Initials of Bidder: _____

GENERAL BID INFORMATION

- I. **PURPOSE:** The purpose of RFB No. 21-01-PS is to secure sealed Bids for providing boardwalk, repair, replacement, and maintenance services for City-owned/controlled properties and infrastructure.
- II. **SCOPE OF WORK:** The Scope of Work will include boardwalk repair, replacement, and maintenance services listed in **Exhibit A** of this document for specified City-owned/controlled properties and infrastructure.
- III. **BID REQUIREMENTS:** Each Bid shall indicate, in the following order, the **mandatory** information outlined below:
 - A. Completed Bid Form (Exhibit A).
 - B. Statements of Qualification, Experience and Availability (narrative).
 - C. Copies of required Insurance Documents.
 - D. Each Bid shall contain evidence of proper licensing to perform required services in the State, County and City.
 - E. Each Bid shall contain a completed Public Entity Crime Form (Exhibit B).
 - F. Each Bid shall contain a completed Drug Free Workplace Certification (Exhibit C).
 - G. Other documents as required by this Bid Solicitation.
 - H. Three letters of reference from past projects/clients.
 - I. Items identified on the Bid Checklist (page 2).
 - J. Signed Addendums

Failure to provide any of the above listed mandatory information can result in the elimination of the Bid from consideration.

IV. **INSTRUCTION TO RESPONDENTS**

- A. All RFB's will be publicly opened and recorded for acknowledgement of receipt in the City Hall Boardroom on **March 4, 2021 no later than 2:00 P.M. (CST)**. All responsive bidders or their representatives are invited to be present. The City Hall Boardroom is located at Destin City Hall, 4200 Indian Bayou Trail Destin, FL 32541.
- B. Any responses received after the stated time and date will **not** be considered. It shall be the sole responsibility of the responsive bidder to have their RFB submittal **delivered to the City Clerk's Office** for receipt on or before the above stated time and date. RFB responses which

Initials of Bidder: _____

arrive after the above stated deadline as a result of delay by the mail service shall not be considered, and arrangements shall be made for their return at the responsive bidder's request and expense. The City reserves the right to consider submittals that have been determined by the City to be received late due solely to mishandling by the City after receipt of the RFB and prior to the award being made.

- C. Respondents may request information regarding the RFB in writing from City Clerk Rey Bailey, clerk@cityofdestin.com. Such a request shall be received in writing at least seven calendar (7) days prior to the submittal deadline.
- D. If any addendum(s) are issued to this Request for Bid, the City will attempt to notify all prospective respondents. It shall be the **responsibility of each respondent, prior to submitting the RFB response**, to contact the City Clerk's Office, at (850) 837-4242 to determine if any addendum(s) were issued and to complete any addendum acknowledgements as part of their RFB response.
- E. Complete and submit all requested documentation and forms. Clearly indicate the **legal name, address and telephone number** of the responsive bidder. Responses shall be **signed** above the **typed or printed name and title** of the signer. The signer shall have the authority to bind the responsive bidder to the submitted RFB. Responsive bidders must note their Federal I.D. number (aka F.E.I.N.) on their RFB submittal.
- F. **Provide One (1) original, so designated, six (6) copies (for a total of seven (7) printed submissions)** and one electronic version on an USB drive of the RFB responses. Submissions shall be portrait orientation, 8 ½" X 11" where practical and double-sided. One sheet of paper printed on both sides is considered 2 pages. **Do not use wire spiral bindings, plastic covers, or plastic binding materials for your submittals.**
- G. All expenses for making RFB submittals to the city are to be borne by the responsive bidder.
- H. Responses shall be evaluated by the Bid Committee based on all information submitted and a ranked list of responsive bidders will be submitted to the City Council for approval.
- I. The Bid Committee shall consist of City of Destin staff members.
- J. Each responsive bidder, by submission of an RFB submission, acknowledges that in the event of any legal action challenging the award of the RFB, damages (if any) shall be limited to the actual cost of the preparation of the RFB.
- K. Procurement Schedule:

Tasks	Date
RFB Advertised	Week of February 8, 2021
Last Day for Questions to be Submitted	February 25 , 2021
Due Date/Bid Opening	March 4, 2021
Tentative Date - Bid Committee Evaluation	March 9, 2021
Tentative Date - City Council Meeting	March 15, 2021
Tentative Date- Notice of Award	March 22, 2021
Tentative Date -Execution of Contract	March 22, 2021
Tentative Date- Notice to Proceed	March 22, 2021
Tentative Day 1 of Contract	March 22, 2021

V. **PROJECT CONTRACTOR REQUIREMENTS**

Initials of Bidder: _____

City of Destin is seeking an independent general contractor (including all necessary independent subcontractors), with all applicable licenses for work on this project.

License Requirements

The responsive bidder will provide all applicable contractor licenses: include license name, license numbers and contact information. Contractor must be Florida State Certified or possess an Okaloosa County License (<http://co.okaloosa.fl.us/gm/licensing>). Must also register in the City of Destin. <https://www.cityofdestin.com/DocumentCenter/View/12259/Contractor-Packet>

Insurance Requirements

- a. Respondents shall be required to provide proof of General Liability Insurance with a minimum liability insurance requirement of \$1,000,000 for combined single limit and Worker's Compensation Insurance in accordance with the laws of the State of Florida and in amounts sufficient to secure the benefits of the Florida Workmen's Compensation Law for all types of employees, including those of subcontractors.
- b. Respondent shall produce proof of insurance in the types and amounts required by the City, including the foregoing and any additional coverages, including Automobile Liability and or Builder's Risk Insurance, as may be defined at the time of contract. The City shall be named as an additional insured party and all binders, policies or certificates of insurance shall include a provision that such insurance coverage shall not be cancelled or amended without at least thirty days' notice to the City. All coverage shall be with carriers doing business in the State of Florida. Carriers shall be A rated (or better) by AM Best Company. City reserves the right to modify its insurance requirements with 60 days' notice.

SUBMITTAL REQUIREMENTS: Bids shall be submitted as follows:

- A. Bid Form. The Bid Form contained within this RFB (**Exhibit A**) shall precede the **mandatory** information required in **Section III. Bid Requirements**. Any additional information submitted in support of the Bid shall follow the required information.
- B. Public Entity Crimes Form. Each Bid shall contain a completed Public Entity Crime Form (**Exhibit B**) pursuant to Florida Statutes, Section 287.132-133, providing that no public entity shall accept any Bid from or award any contract to, or transact any business in excess of the threshold amount for Category Two (\$25,000) for a period of thirty-six months from the date placed on the convicted vendor list.
- C. Disclosure. Each Bid is subject to the provisions of Florida Statutes, Chapter 112, providing that all Bidders must disclose with the RFB submittal the name of any officer, director, or agent who is also a public officer or an employee of the City of Destin. Further, all Bidders must disclose the name of any City officer or employee who owns, directly or indirectly, an interest of five percent or more in the Bidding firm.

Initials of Bidder: _____

- D. Joint Ventures. Firms submitting Bids as a joint venture shall submit to the City, as part of Bids, a copy of any joint venture agreement.
- E. Drug - Free Workplace Program. Preference may be given by the City of Destin to companies demonstrating a Drug-Free Workplace Program whenever two or more Bids, which are equal in respect to quality and service, are received and rated by the City. Bidders intending to demonstrate a Drug-Free Workplace Program shall provide a certification form with the RFB submittal (**Exhibit C**).
- F. **MAILING AND HAND-DELIVERY ADDRESS:**
- City of Destin
ATTN: City Clerk
4200 Indian Bayou Trail
Destin, Florida 32541
- G. Notification. Questions or requests for Bid documents, plans and specifications regarding RFB No. 21-01-PS may be directed to the individuals below:
- For Administrative Questions
Rey Bailey, City Clerk
City of Destin
4200 Indian Bayou Trail
Destin, Florida 32541
(850) 837-4242
rbailey@cityofdestin.com
- I. Responsive Bids. Only those Bids fulfilling all requirements outlined in this RFB will be considered.
- J. Bid Evaluations. The Bid Committee shall evaluate each responsive Bid based on the requirements established herein and recommend the lowest bid by a qualified and responsive contractor to the City Council for award of contract(s). The Bid Committee will evaluate the Bids and quotations from Bids submitted and will ask questions of a clarifying nature, if necessary. The Bid Committee reserves the right to negotiate terms of services with the lowest responsive bidder(s) or recommend awarding the bid to a bidder who did not submit the lowest responsive bid when it serves the best interest of the City.
- K. Final Offer. The Bid, as submitted, will be considered to be the last and final offer. The Bid shall remain binding ninety (90) calendar days after the closing date of the request.
- L. Reservation of Rights. The City reserves the right to reject any and all Bids or portions thereof, to waive minor defects and informalities in the process, to re-advertise Bids, to accept the Bid or award multiple Bids or take any other actions deemed by the City to be in the City's best interest.

Initials of Bidder: _____

M. Insurance. Contractor shall, during the performance of the contract, maintain Workman'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 in the amount of \$1,000,000 combined single limit and Vehicle Liability Insurance in the amount of \$500,000 combined single limit all with companies and in the form and amounts acceptable to the City. If any part of the work is sublet, similar insurance shall be provided by and in behalf of any subcontractors. Contractor shall furnish the 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. The City shall also be listed as "additionally insured" on all Certificates.

N. Public Records.

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

The successful responsive bidder shall:

1. Keep and maintain public records required by the CITY to perform the service.
2. Upon request from the CITY'S custodian of public records, provide the CITY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this FS Chapter 119 or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the CONTRACTOR does not transfer the records to the public agency.
4. Upon completion of the contract, transfer, at no cost, to the CITY all public records in possession of the contractor or keep and maintain public records required by the CITY agency to perform the service. If the GROUP transfers all public records to the CITY upon completion of the contract, the CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the CONTRACTOR keeps and maintains public records upon completion of the contract, the GROUP shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the CITY, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the CITY.

Initials of Bidder: _____

EXHIBIT A – BID FORM

PART I *Bid submitted by:*

Company: _____

Address: _____

City & State: _____ Zip Code: _____

Telephone: () _____ Fax: () _____

Number of Years in Business: _____ Email: _____

PART II *Bidding RFB No. 21-01-PS, BOARDWALK REPAIR, REPLACEMENT, AND MAINTENANCE Continuing Services Contract:*

The Decking Continuing Services Contractor shall be responsible for replacement, repairs, and maintenance of decking and boardwalks throughout the City of Destin. A replacement schedule shall be confirmed on an annual basis with the Director of Parks and Recreation and the Director of Public Works, and shall result in an annual work authorization for the contractor. Quotes for estimated labor hours and materials may be requested for repair and maintenance work on an as needed basis, that may result in additional work authorizations.

Contractor will remove all existing decking and replace with City approved deck board material. Contractor will remove all existing stringers and replace with 2x12 marine pressure treated boards and other necessary 2x4 marine pressure treated boards if that task is identified in the task order. Contractor will use stainless steel screws and fasteners and will include the cost of these items with the bid items below. Contractor will lawfully dispose of all removed materials. Contractor shall provide a price per square foot for this service that includes labor, equipment rental, demolition, and disposal costs.

Decking maintenance/waterproofing.

- 1. Prepare deck surface for waterproofing according to the waterproofing manufacturer's directions.**
- 2. Remove/Scrape any large items stuck to the deck such as gum AND repair any nails or screws that are sticking up.**
- 3. Pressure wash deck with water to rid it of dirt and grime, this could be done in sections**
- 4. Spray or Roll Biodegradable water proofing onto deck sections and open to public after it has dried.**

Contractor shall obtain necessary permits including but not limited to: City building department permits, Army Corps of Engineers permit (if necessary), etc. Contractor shall replace existing deck

Initials of Bidder: _____

boards with composite structural decking (City will identify material to be used). Contractor shall repair boardwalk support sub-structure as necessary. Contractor should expect that significant structure repair may be required. All materials except for deck boards will be provided by the contractor. Deck board material must be pre-approved by the City's Project Manager.

SERVICE DESCRIPTION AND SPECIFICATIONS

Item	Unit Price	Unit
Labor for deck board installation	\$	Per Square Foot
Marine-Grade Pressure Treated Boards for stringers and other support (2"x12" and 2"x4") with installation	\$	Per Square Foot
Maintenance / Waterproofing	\$	Per Square Foot

Deck board material will be identified by the City and priced per project or may be purchased and provided by the City.

Materials and Supplies will be billed at the contractor's wholesale price or contractor's wholesale price plus ____%. Preference may be given to contractors providing materials at cost. The contractor shall supply materials invoices upon request.

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.

Contractor will ensure that the work area is secured and not accessible to the public until after such time that it has passed inspection.

Initials of Bidder: _____

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: _____

Signature: _____

Date of Bid: _____

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 BID FORM

Initials of Bidder: _____

EXHIBIT B

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 for **RFB 21-01-PS, BOARDWALK REPAIR, REPLACEMENT, AND MAINTENANCE.**
2. This sworn statement is submitted by _____ whose business address is: _____
and (if applicable) Federal Employer Identification Number (FEIN) is _____.
If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement:
3. My name is _____ and my relationship to the entity named above is: _____.

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

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

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

- a. A predecessor or successor of a person convicted of a public entity crime; or
- b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one of shares constituting a controlling income among persons when not for fair interest in another person, or a pooling of equipment or income among persons when not for fair

Initials of Bidder: _____

market value under a length agreement, shall be a prima facie case that one person controls another person. A person who was knowingly convicted of a public entity crime, in Florida during the preceding 36 months shall be considered an affiliate.

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

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

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

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

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

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

Authorized Signature

_____/_____/_____
Date

STATE OF FLORIDA, COUNTY OF _____

PERSONALLY APPEARED BEFORE ME, the undersigned authority, who, after first being sworn by me, affixed his/her signature at the space provided above on this ____ day of _____, 20____, and is personally known to me, or has provided _____ as identification.

Notary Public My Commission expires:

Initials of Bidder: _____

EXHIBIT C
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 contractual services that are under this bid a copy of the statement specified in item 1 above.
4. In the statement specified in item 1. above, notify the employees that, as a condition of providing the 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.

SIGNATURE: _____

DATE: _____

COMPANY: _____

STREET ADDRESS: _____

CITY, STATE: _____

Initials of Bidder: _____



City of Destin
Bid Scoresheet for 21-01-PS
Boardwalk Repair, Replacement, and Maintenance Services
February 2021

Scoring Guidance – RFB Completeness, Past Performance, and References (up to 50 points)

SCORE: _____

Exceptional 41-50	The proposal meets all and exceeds many of the requirements of the RFB to the benefit of the City, and the information provided is of such a nature as to answer all questions without need for further inquiry. There are no corrective actions required, and no compromise of requirements is needed. The proposal is professionally communicated, complete in all areas, provides sufficient detail, and is presented in a clear and effective manner. The quality far exceeds that of the competition, industry standard, or reasonable expectation.
Very Good 31-40	The proposal meets all and exceeds some of the requirements of the RFB to the benefit of the City, and the information provided is of such a nature as to answer most questions without need for further inquiry. There are no corrective actions required, and no compromise of requirements is needed. The proposal is professionally communicated, complete in all areas, provides sufficient detail, and is presented in a clear and effective manner. The quality exceeds that of the competition, industry standard, or reasonable expectation.
Satisfactory 21-30	The proposal meets the requirements of the RFB, and the information provided is of such a nature as to answer many questions without need for further inquiry. There are very few corrective actions required, and no substantive compromise of requirements is needed. The proposal is professionally communicated, complete in all areas, provides sufficient detail, and is presented in a clear and effective manner. The quality is equal to that of the competition, industry standard, or reasonable expectation.
Marginal 11-20	The proposal does not meet some of the requirements of the RFB, and the information provided is of such a nature as to require some clarification. There are some corrective actions required, and some non-substantive compromise of requirements is needed. The proposal is not professionally communicated and is incomplete in some areas, provides insufficient detail, and is not presented in a clear and effective manner. The quality is below that of the competition, industry standard, or reasonable expectation.
Unacceptable 0-10	The proposal does not meet many of the requirements of the RFB, and the information provided is of such a nature as to require much clarification. There are many corrective actions required, and substantive compromise of requirements is needed. The proposal is not professionally communicated and is incomplete in many areas, provides insufficient detail, and is not presented in a clear and effective manner. The quality is far below that of the competition, industry standard, or reasonable expectation.

Initials of Bidder: _____

Scoring Guidance – Lowest Cost (up to 50 points)**SCORE:** _____

Exceptional 41-50 pts	The proposal meets all and exceeds many of the requirements of the RFB to the benefit of the City, and the information provided is of such a nature as to answer all questions without need for further inquiry. There are no corrective actions required, and no compromise of requirements is needed. The price is lower than the budget amount and/or the average price of the competition.
Very Good 31-40 pts	The proposal meets all and exceeds some of the requirements of the RFB to the benefit of the City, and the information provided is of such a nature as to answer most questions without need for further inquiry. There are no corrective actions required, and no compromise of requirements is needed. The price is lower than the budget amount and/or the average price of the competition.
Satisfactory 21-30 pts	The proposal meets the requirements of the RFB, and the information provided is of such a nature as to answer many questions without need for further inquiry. There are very few corrective actions required, and no substantive compromise of requirements is needed. The price is very close to the budget amount and/or the average price of the competition.
Marginal 11-20 pts	The proposal does not meet some of the requirements of the RFB, and the information provided is of such a nature as to require some clarification. There are some corrective actions required, and some non-substantive compromise of requirements is needed. The price exceeds the budget amount and/or the average price of the competition.
Unacceptable 0-10 pts	The proposal does not meet many of the requirements of the RFP, and the information provided is of such a nature as to require much clarification. There are many corrective actions required, and substantive compromise of requirements is needed. The price significantly exceeds the budget amount and/or the average price of the competition.

Bidder Name: _____ **Composite Score:** _____**Bid Committee Member Name:** _____**Date:** _____**Notes:** _____

Initials of Bidder: _____

BID OPENING SUMMARY

DESTIN CITY HALL BOARDROOM

THURSDAY, March 4, 2021

2:00 pm

RFB 21-01-PS

Boardwalk Repair, Replacement, and Maintenance

Continuing Services Contract

****BIDDERS:**

Base Bids

- | | | | |
|----|---|----|-----------------------------|
| 1) | <u>ANDERSON/GORE</u> | \$ | <u> </u> |
| | <u>HOMES, INC.</u> | | |
| 2) | <u>LIVE FLYER, INC.</u> | \$ | <u> </u> |
| 3) | <u> </u> | \$ | <u> </u> |
| 4) | <u> </u> | \$ | <u> </u> |
| 5) | <u> </u> | \$ | <u> </u> |
| 6) | <u> </u> | \$ | <u> </u> |

Present at the bid opening:

<u>Rey Bailey</u>	<u>City Clerk</u>
<u>Kim Montgomery</u>	<u>Deputy City Clerk</u>
<u>JEFF COZMID</u>	<u>GARYT / PHILIP MEX</u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>

****Unless otherwise indicated, all bids were sealed and read aloud.**



City of Destin

PROJECT: RFP 21-01-PS Destin Boardwalk Repair, Replacement, and Maintenance

SCORE TABULATION SUMMARY SHEET

Date: 3/9/2021

	Anderson Gore	Live Flyer			
Lisa Firth	90	70			
Louis Zunguze	60	50			
Michael Burgess					
Jeff Cozadd	80	70			
Total Score	230	190			

CITY OF DESTIN, FLORIDA

CONTRACT

**BOARDWALK REPAIR, REPLACEMENT, AND MAINTENANCE CONTINUING SERVICES
CONTRACT**

On March 15 2021, THE CITY COUNCIL OF THE CITY OF DESTIN, FLORIDA, herein referred to as the “**City**,” accepted the bid of Anderson Gore Homes, Inc., herein referred to as the “**Contractor**,” to supply boardwalk repair, replacement, and maintenance 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 BOARDWALK REPAIR, REPLACEMENT, AND
MAINTENANCE 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 boardwalk repair, replacement, and maintenance 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 April 1, 2021 through March 31, 2024, and is for supplying the City with boardwalk repair, replacement, and maintenance for City properties. Upon mutual agreement of the parties, this contract may be renewed on a year by year basis up to two times.

4. Time for Performance:

The Contractor agrees to provide boardwalk repair, replacement, and maintenance for City properties.

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 or the City's Parks and Recreation Director or designee. The Public Services / Parks and Recreation 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 / Parks and Recreation Director or designated representative. The performance of Work and responsibilities hereto are outlined and made a part hereof as identified in Exhibit "A".

12. Termination for Default:

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

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

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

Except as otherwise directed by the City Manager, or in the case of termination for default (in which event the Contractor may be entitled to cure, at the option of the City Manager), the Contractor shall stop work on the date of receipt of the notice or other date specified in the notice, place no further orders or subcontract for materials, services, or facilities except as are necessary for the completion of such portion of the work not terminated, and terminate all contractor and subcontracts and settle all outstanding liabilities and claims.

In the event that any termination for default shall be found to be improper or invalid by any court of competent jurisdiction, then such termination shall be deemed to have been a termination for convenience.

13. Termination for Convenience:

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

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

14. Disclosure:

Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor to solicit or secure this Contract and that it has not paid or agreed

to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Contractor, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Contract.

15. Miscellaneous:

15.1 Governing Law

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

15.2 Severability

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

15.3 Sovereign Immunity

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

15.4 Construction

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

15.5 Jury Trial Waiver

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

15.6 Attorney's Fees

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

15.7 Notices

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

As to the City:

Lance A. Johnson
4200 Indian Bayou Trail

As to the Contractor:

Anderson Gore Homes, Inc.
125 Rainbow Dr. NW

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 RECORDS 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 _____ day of _____, 2021.

ATTEST:

CITY OF DESTIN

Rey Bailey
City Clerk

By: _____
Lance A. Johnson
City Manager

SEAL

As to Legal Form:

Kyle Bauman, Esq.
City Attorney

Anderson Gore Homes, Inc.
CONTRACTOR:

By: _____
(Signature)

Witness

(Printed Name)

Witness

Its: _____
(Title)

**PUBLIC WORKS/PUBLIC SAFETY COMMITTEE
MEETING MINUTES
TUESDAY, FEBRUARY 9, 2021 - 5:30 PM
DESTIN CITY HALL BOARDROOM**

1. CALL TO ORDER & PLEDGE OF ALLEGIANCE:

Chairman Ramswell called the Public Works/Public Safety Committee to order on Tuesday, February 9, 2021 at 5:30 p.m. With the Pledge of Allegiance immediately following.

2. ROLL CALL:

Members Present

Anthony Ramswell
Jim Wood, Jr.
Sam Perman
Tom Weidenhamer
Richard Hickey
Marcie Bell
John Green

Staff

Kim Montgomery Deputy City Clerk
Michael Burgess PW Director
JT Deputy PW Director

4. APPROVAL OF MINUTES: *January 12, 2021*

Motion to approve the minutes of the January 12, 2021 meeting as corrected, was made by Committee member Wood with Committee member Weidenhamer providing the second. A roll call vote of 7-0 was taken and the motion passed.

5. OLD BUSINESS:

- **2021 Work Plans**

Mr. Burgess explained to the members spoke of the draft 2021 work plan which includes their Mission Statement, when they meet, compliance with the Sunshine Law, as well as their goals, and objectives. He also went over an Annual Meeting Plan to have a representatives attend their meetings and discuss what services they provide to the city and how they communicate with one another to better serve the needs of the community.

- **Beach Partner's Meetings**

Mr. Burgess informed the members of the Beach Partner's meeting, which is not an official meeting of the city. Explaining it is comprised of city staff members, beach vendors, Okaloosa County beach cleaning staff and Turtle Watchers who get together and discuss ways to better coordinate with each other in the early morning hours prior to the beach goers coming on the beach.

- **Spring Break**

Mr. Wood spoke of wanting to keep the committee on more of a professional basis and learn from issues that may or may not have worked in the past and how to improve on them from past experiences.

The members also discussed when Spring Break starts and how it may be impacted by Covid-19. Committee member Perman spoke of how there are a lot of people in the area and how tourist season has not slowed down one bit from the virus.

The rest of the remaining months were briefly discussed for having representatives attend their meetings throughout the year.

- **Area Map Assignments**

Mr. Burgess reviewed the area map assignments with the members, what their responsibilities are, and assigned areas to the new members. The following area assignments:

Area 1 – Calhoun Ave/Joe’s Bayou W., Weidenhamer

Area 2 – Holiday Isle, Bell

Area 3 – Indian Bayou CC/Morgan’s/County Line, Hickey

Area 4 – Legion/Azalea/Mountain/Kelly-DES, Ramswell

Area 5 – Misty Way/Industrial Park/Twin Lakes, Wood

Area 6 – Kelly St./Indian Trail Dr./Green

Area 7 – Scenic 98 to Walton County Line, Perman

The Chairman spoke of walking the crosswalks in his area at night and spoke of how they are poorly lit or no lighting at all. Also, the Destin Elementary School needs to have better flashing light systems and better lighting as well. According to Mr. Burgess the flashing lights should all be working and the times they come on are set by schedule from the Okaloosa County School Board. The Chairman spoke of how he feels they should have a longer run time.

Committee member Bell spoke of flooding issues on her street and spoke of certain property owners are still pumping water from their property on Destin Point and asked if Holiday Isle is being addressed regarding flooding.

According to Mr. Burgess, staff is aware of the situation and the City Engineer is looking in the issue.

Committee member Perman asked what the final decision was regarding Dolphin Street. According to Mr. Burgess, other than adding the speed humps or speed tables; a three-way stop was suggested to be added at John Street, as well as keeping the road narrow, which generally keeps the speed down. He explained that the solution is yet to be determined but is being investigated by the City Engineer.

- **Public Works Project Update**

Mr. Burgess provided the members with the following project updates:

- Finish resurfacing and restriping of Beach Drive from Kelly Street to where it turns into Calhoun Ave to Cross Street.
 - NFWF Drainage Project for Calhoun Avenue/Cross Street is ongoing and complete at the Cross Street portion. The second portion on Calhoun should be finalized shortly.
 - Staff performed a street light survey and found 146 streetlights out which have been forwarded to Gulf Power and at this time, all but about 10 have been replaced.
 - Gulf Power Tree Trimming is underway.
 - Christmas Lighting – Staff is working together to come up with a better Christmas lighting plan. As well as they are waiting to get permission to hang banners on the Gulf Power poles.
 - Coordinating with adjacent property owner to rebuild the beach at Leonard Destin Park from Hurricane Sally is under way.
- **Project Updates**
 - Demolition of Three Structures and Pertinences has been approved for the contractor/vendor and should commence in about three weeks and be finished by summer.
 - Community Center roof has been repaired for the heavy leaks and there are just a few minor ones that are being investigated.
 - 3-way stop sign at Kelly & Main Street is finished and everyone seems to be coming to complete stops.
 - Preconstruction meeting on Zerbe/Calhoun Pedestrian Improvements to that ends at Clement Taylor Park with the construction beginning Monday 2/15.
 - **Emergency Management Updates**
 - Process has begun with the Department Heads to update the city's Operating Instructions for Emergency situations such as Tropical Storms and Hurricanes.

6. DISCUSSION:

- **Committee member Bell** – Mentioned for the record that most of the issues with the nonpaying garbage pickup accounts have been corrected since she mentioned this at their last meeting. She also mentioned a standing water issues at Isla Blanca Condominiums and how it's not being regularly pumped. Mr. Burgess mentioned their storm sewer inlet close to the intersection on their property that collects run off from their driveway/parking lot is the issue and how they have been approached by the city on how to remedy the situation however, they are not willing to come into compliance with the driveway requirements to remedy the problem.
- **Vice Chairman Wood** – Thanked staff for the new stop signs at a couple locations at Winn Dixie. Mr. Burgess explained that it was most likely the Engineering Department working with the property owners on those and a few other issues. Mr. Wood also asked if the city is still waiting on the funding for the for the Pedestrian Safety Study for Stahlman Ave. and Highway 98 that relates to the Destin Connector. Mr. Burgess explained that Volkert is wrapping up the technical memorandum for the study at the intersection. And the PD&E Study being advertised by FDOT for the RFQ and how they should be selecting a vendor sometime in March. Also, the 30% plans for the Cross Town Connector are getting close to be finalized. Emphasizing how currently there

are a lot of moving parts for that area at this time.

- **Committee member Perman** – Spoke of all the work that is taking place at James Lee Park that esthetically affects the city, even though that is a County Park.
- **Committee member Hickey** – Spoke of the recent flooding on Commons Drive and asked if there is a city plan prior to the Hurricane Season to get all the city inlets and stormwater basins cleaned. Mr. Burgess explained that the city does have one in place and added that the flooding he is referring to happened near Home Depot in unincorporated Okaloosa County. He spoke of how city staff assisted the Sheriff's Department with cones and signage until the County could get out there and pump the standing water off the roadway. He then spoke of several other pump out/standing water issues that have recently take place in the city.
- **Committee member Green** – Thanked Councilmember Overdier for appointing him to the committee.
- **Committee member Weidenhamer** – Nothing to report.
- **Chairman Ramswell** – Spoke of Kudos to his wife, Prebble Ramswell for the success of the Destin High School that breaks ground tomorrow and is planned to be open by August.

➤ **Public Comment:**

None

Having no further business at this time, the meeting adjourned at 6:30 p.m.

Adopted and approved this _____ day of _____ 2021.

Anthony Ramswell, Chairman

Kim Montgomery, Deputy City Clerk

**MINUTES
HARBOR COMMUNITY REDEVELOPMENT
AGENCY ADVISORY COMMITTEE MEETING
FEBRUARY 10, 2021 - 5:30 PM
DESTIN CITY HALL BOARDROOM**

1. CALL TO ORDER:

Chairman Buckingham called the meeting to order at 5:30 p.m. on Wednesday, February 10, 2021 in the Destin City Hall Board Room.

2. ROLL CALL & PLEDGE OF ALLEGIANCE:

Present

Mike Buckingham
James Green
Casey Jones
Sandy Trammell
Jan Best
Ian Blaise

Absent

Mike Raim

Staff Present

Kim Montgomery, Deputy City Clerk
Traci Goodhart, Planner
Louis Zunguze CD Director
Himangi Mutha
Daniel Butler
Michael Burgess, PS Director

3. MINUTES: January 13, 2021

Motion to approve the minutes of the January 13, 2021 as corrected was made by Committee member Trammell and seconded by Committee member Best. Motion passed 5-0.

4. PUBLIC RECORDS/SUNSHINE LAW TRAINING/ City Attorney Kyle Bauman:

This item was continued to the March meeting agenda.

5. NEW BUSINESS:

➤ **Livery Vessels**

The following individuals provided their input on the livery vessel program:

Ed Rogers – Sunshine Watersports Destin - 500 Harbor Blvd. spoke of how he feels his industry is the most over regulated business in the city and that he also feels that staff is working against them instead of with them. He spoke of how he feels they should be working more on a one-on-one with business owners instead of all the regulating rules that are being put in place. He spoke of the timeline he needs to get his boats out of the water, work on them, and when they need to be put back in before the season starts back again. He also pointedly stated that he is not storing his boats at all. Just getting them out of the water to be maintained.

Chairman Buckingham informed the audience that everyone will have a chance to speak but also asked them for the sake of time, to not come up and repeat the same thing spoken by someone else. He then spoke of how this committee is being accused of holding back information and that is just not true. He then asked Mr. Rogers to read a white paper statement he handed to him into the record and stated that this is what this committee and Council has been working on for the past 5-years.

DRAFT

Mr. Rogers read the following: On January 13, 2016 the Harbor CRA-AC directed staff to create an ordinance to ensure that out-of-service vessels in the Harbor District that are not movable, DOT approved trailers and should not be allowed to impact the businesses required parking. On February 10th, 2016 the Harbor CRA Board voted unanimously for the CRA Board to respectfully reconsider the Harbor CRA-AC's recommendation from the January meeting due to and urgency of the approaching tourist season and not be postponed until after the elections. On March 7th, 2016 the CRA Board of Directors voted unanimously to bring forward the three Harbor CRA-AC's recommendations to the City Council, and on March 7th, 2016 the City Council voted unanimously to place the three CRA recommendations on the CRA Board/City Council meeting agenda at their second meeting for April for discussions.

Mr. Rogers stated that none of the results were brought back to them and the industry feels that staff is promulgating rules and they don't understand their industry at all.

The Chairman informed Mr. Rogers that staff cannot regulate the industry or make rules without the approval of City Council and asked the City Attorney if that was correct.

According to the City Attorney, the City Council sets up the general framework for the discretion and staff is confined to what City Council directs.

Chairman Buckingham suggested that anytime anyone feels staff is doing that to put their questions and concerns in writing and send them in an email to senior staff and Council. As well as cc'ing him on any of their concerns.

Committee member Best asked Mr. Rogers why they don't like the word, "storage?"

According to Mr. Rogers, they are not storing their boats. They are taking them out of the water cleaning, scraping, getting the lights fixed and the upholstery replaced.

Committee member Best then suggested to Mr. Rogers that maybe they should come up with the definition of what storage is and the timeframe of when they need their boats in their parking lots for cleaning and maintenance needs.

According to Mr. Rogers he needs to pull his boats out of the water by the first or second week of November and have them back in the water and ready before the season starts on March 1st.

Mr. Charles Abadie of 3810 Indian Trail and owner of Gilligan's spoke how to him, the definition of storage is to put it down until it's ready to be used again regardless of its timeframe. And spoke of how he feels the biggest issue is there are people out there that don't like to see the boats sitting in the parking lots. He spoke of how his property is a four-million-dollar property and if someone wants to pay him 6 million dollars then they can have it. He spoke of how there are fishing boats all up and down the harbor that are being maintained on a daily basis in the harbor and that includes being scraped and painted. He also stated the EPA, years ago, removed heavy metals from marine paint so any that does get in the harbor is not harmful. In regards to DOT Trailers, someone does not get a licensed DOT trailer until they buy it and get it licensed from the State.

Committee member Trammell asked what the difference is of the trailers they use to set their boats on. According to Mr. Abadie, they have what is called a "Jack Trailer" that they use to pick them up place them under the boats and set them and move them where they need to be moved to, to maintain them. But

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the ones that are used outside of the property on the highway are licensed by the State. He did emphasize that all the boats parked along the highway are not licensed DOT trailers and does not understand why the city wants him to have all his boats on licensed DOT trailers.

The Chairman spoke of how he is hoping by the end of the evening, they can all agree and come up with a compromise that they can recommend to City Council. He then asked Mr. Abadie if it's not possible for him to put the boats back into the water once they are repaired and maintained.

Vice Chairman Green asked Mr. Abadie if he would consider not pulling his boats out of the water until they are ready to be maintained, adding that he has heard people say they don't like seeing them parked up on the hill.

According to Mr. Abadie, the last thing he wants is to have is his equipment sitting not making money but with all of the bad weather that takes place year-round and having just six staff members pulling them and putting them back in, its very hard.

Committee member Best asked Mr. Abadie if would he be comfortable with them recommending, ***with the exception of a hurricane, commercial pontoon boats would not be allowed to be on blocks or parked while any business on the property is open to the public?***

According to Mr. Abadie, he has no other businesses running out of his property. He just has pontoon boats and jet skis.

There was additional discussion between the Chairman and Mr. Abadie regarding how some citizens are wanting to keep Destin looking nice. And Mr. Abadie pointing out that there are properties adjacent his that are in bankruptcy and are run down. And Mr. Abadie stating those decisions have to be for everybody or nobody.

Mya Shoulder of Extreme H2o spoke of the difference between repair and maintenance and how in the off season they are pulling their boats out and doing both repairing and maintaining them because it is too costly to do that in the peak season. Adding that to her, the definitions of repair and storage may be the problem regarding how they're understood the applied to their industry.

Mr. Greg Fisher spoke of how to him, the easiest solution is the change the Code to allow boat storage in the offseason on private property.

Both Committee members Green and Trammell spoke of how this committee listens to them, but they reminded them that this committee does not make the decisions of the code. They make recommendations to City Council of what has been discussed. But also, they can go speak to the Council about making changes to the language of the code.

According to committee member Best, she feels that there is a difference of opinion regarding the word storage and they need to get proper definitions of storage, repair and maintenance.

Committee member Trammell agreed and suggested to the audience to email staff and council with what they feel their definitions of those words are and others that are not being used.

Mr. Mike DuPlantis owner of Boogies Watersports spoke of how he would like for the industry to

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work with the Harbor CRA and come up with some agreeable compromises to take to the City Council for their consideration.

The Chairman reminded him that its not up to this committee and the industry owners are ones that need to make suggestions on ideas and possible solutions for Council to discuss and consider.

Mr. DuPlantis agreed and spoke of one issue of concern that has been broached regarding possible environmental impacts from when they are cleaning their vessels on their property. He explained that the EPA passed a law years ago for any type of paint that is put on vessels cannot have heavy metals in it. And any type of maintenance, per Florida Statutes, does not require an ERP permit from the DEP, if the materials removed are prevented from entering any body of water. He explained they scrape the barnacles off their boats, pressure wash them, and bottom paint them. Adding that all of that is done on this upland property and is then thrown in the dumpster on his property. He added that any of the paint that may come off when pressure washing and does get into the harbor it's not going to harm the marine life. Because all paint for aluminum hulled boats is EPA approved paint.

Chairman Buckingham pointed out that they agree with the fact that the paint is EPA approved. However, what they don't agree with is the amounts of materials that are getting washed into the waterways from the pressure washing and sanding.

According to Mr. DuPlantis, if that is one of the items that Council wants then he feels that everyone in his industry would agree to do whatever is needed for the prevention of any materials from grinding or sanding of pontoon boats from getting into the harbor.

As far as the word storage, he spoke of letters that were sent out to livery vessel owners and why they feel they ae being targeted and discriminated because not every livery owner received a letter. Even though all the letters were rescinded; they still feel targeted.

Vice Chairman Green asked if when they have to grind, scrape and paint their boats, would they be opposed to some kind of drop cloth requirement or a boom to catch debris before the water washes into the harbor.

According to Mr. DuPlantis they are open to learn and to compromise. But also spoke of how if they take them out of the water too soon to clean them up, they'll start getting barnacles on them again and that is the problem with the term, storing. He also spoke of how he sells some of his boats from his property after they are cleaned and painted. Adding that he feels a 4-month period from November to March would be a great compromise.

In regards to enclosures, Mr. DuPlantis explained that he's contacted a couple of fencing companies and received quotes for portable fencing similar to the one that was put up around the new park that is under construction on the harbor. And stated they are willing to keep them up while they're being maintained but afterwards the fences should come down.

He then explained that in the spirit of compromise, several business owners got together and came up with these.

- Pontoon boats on the top side of property, with the exception of impending hurricane, commercial pontoon boats will not be blocked or parked on property on U.S. Highway 98,

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except during the months of November through February.

- With the exception of impending hurricane, commercial pontoon boats will not be allowed to be blocked or parked while any business on the property is open to the public.
- With the exception of the impending hurricane, while commercial pontoon boats are blocked or parked on Highway 98, business owners will erect a temporary screen barrier on property parallel to Highway 98 to obscure the view of the boats while they are being cleaned and maintained.
- Absolutely, no grinding or use of grinding on aluminum hulls.
- Only environmentally safe paints approved for scraping and painting of commercial pontoon boats on the top side of Highway 98 may be used.

Chairman Buckingham spoke of how there is the issue of if they're only going to be screening their property while they're being repaired, but not during the entire time they are sitting in their parking lots.

Committee member Best asked if he had a license to sell his boats. According to Mr. DuPlantis, the State does not require a license in order for him to sell his older boats off his property.

Committee member Trammell spoke of how she does not agree with the fencing suggestions and feels fencing is uninviting. She suggested green scaping with plants instead, which is a lot more inviting than a fence with a bunch of pictures on them, similar to what Emerald Grande used when it was under construction.

Mr. John Stephens suggested someone get in touch with Mike Dombrosky who may be able to come up with some suggestions on what to use to catch the debris and keep it from going into the waterway. He also suggested advertising or artist work on the opaque fences, if they are approved.

Mr. Ed Rogers spoke to the members about not rushing into this even though they have been working on it for over five years. Adding that none of this is going to get worked out before this season, so there is time to work on one topic at a time and work through each, one a meeting at a time, to be ready for next year's season.

The Chairman closed the discussion to the public and asked for the members input.

Committee member Jones spoke of being raised in Destin and how probusiness he is and stated that if any of them have any issues that he is always available for them to come and talk.

Committee member Best thanked the members of the audience for attending and their input and spoke of how she too is probusiness. She spoke of how Mr. Rogers was the first one to come speak to them years ago about how he wants what's best for the community. She spoke of how encouraging it is to have them all attending and wanting for their industry to be the best that it can be. And how there is a compromise that she feels they will come up with. She expressed the need to take their comments and suggestions and create a timeline to work on them. Emphasizing they do need to work on the following three items; timeframe, maintenance and eyesore issues.

Committee member Trammell stated that she agrees with what Committee member Best said and how they do need to define storage, repair, and maintenance. She spoke of how she likes what has been discussed except for the fencing and prefers landscaping buffers instead of a fence with a bunch of pictures on it. She spoke of her workplan item for stormwater runoff and water clarity in the harbor and likes the ideas presented to catch the debris from getting into the waterway.

There was a brief discussion about how to word their recommendations and if they should be directed to staff to review prior to going before City Council. The City Attorney advised that they need to make their recommendations to City Council.

The Chairman asked for the Land Use Attorney's advise as well.

According to the Land Use Attorney, their recommendations should be to Council but they could also add staffs input so that to the extent, if there's any code issues, they could explain those to council. Adding that ultimately, City Council has the authority to amend the code so if something doesn't work with code, they could direct staff to amend it. And of course, staff would have to look at what's existing in the city and any potential unintended consequences.

Vice Chairman Green spoke of the need to get the working on some of the issues discussed and made the following motions:

Vice Chairman Green motioned to recommend City Council define livery repair is a short-term repair to a livery vessel less than one week, with Committee member Best providing the second.

In discussion, Committee member Best asked if basically his reasoning is to distinguish between repairs and maintenance so, a repair can take place any time during the year?

According to Vice Chairman Green, that is correct, the intent is for a limit of one week any time of the year. Committee member Best stated she just wanted to clarify that since he did not state anytime of the year in the motion. **The motion passed with a 5-0 vote for approval.**

Vice Chairman Green motioned to recommend City Council define livery maintenance to be long term preventative care over one week. With Committee member Jones providing the second. The motion passed with a 5-0 vote for approval.

Vice Chairman Green motioned to recommend to City Council that parking may only be used if the business is completely closed and does not violate any shared usage. Committee member Best provided the second. The motion passed with a 5-0 vote for approval.

Vice Chairman Green motioned to recommend to City Council to require livery vessels use drop clothes for hull cleaning and painting, with no aluminum grinding allowed, and proper containment into the stormwater runoff. With the Chairman providing the second.

Committee member Trammell questioned using the word stormwater since stormwater is a natural event and not a consequence of pressure washing. Vice Chairman Green stated that what he means is into the stormwater runoff system, to properly contain anything going into the stormwater runoff.

Committee member Jones asked if they intend to hold up someone from being able to maintain

their boats when they need to do necessary repairs. According to Vice Chairman Green, he was only going by what some of the industry owners spoke of earlier in their discussions.

The Chairman asked if the owners if they would be willing to take their boats to welders if this passes? *<Comment from audience did not get on record>*

Vice Chairman Green then amended his motion to strike *with no aluminum grinding allowed*, he then restated his amended motion as, **to recommend to City Council requiring livery vessels use drop clothes for hull cleaning and painting and to properly contain containments from stormwater runoff. Chairman Buckingham provided the second to the amendment. The motion passed with a 5-0 vote for approval.**

Vice Chairman Green motioned to recommend to City Council that parking can be used by livery vessels during weather emergencies and livery repairs. With Chairman Buckingham providing the second. The motion passed with a 5-0 vote for approval.

Vice Chairman Green motioned to recommend to City Council that vessels conducting livery maintenance provide an enclosure or barrier that is not in view from Highway 98, with Chairman Buckingham providing the second for discussion.

In discussion, Committee member Best stated she would like a timeframe pointing out that November through March 1 has been offered. According to Vice Chairman Green, he understands but no more than a week. Adding that this is for vessels that are under the livery maintenance.

The Chairman asked if what he means is that after they are maintained, then they would still be sitting in the open, in the parking lots and seen by the highway?

According to Vice Chairman Green, yes. Once they are maintained and clean they should be able to sit on the property until they either get sold or put back in the water before the season starts.

Chairman Buckingham spoke of how with this motion, they still are not going to be getting anywhere and will still have the same issues of boats sitting out on the highway.

According to Vice Chairman Green, that up to City Council to determine if its legal or, they can send it back to this committee with other suggestions.

According to Committee member Jones, he wants to make sure that they are not passing something that is going to cost the industry more money. Adding is seems that everything so far is going to cost more money. Therefore, he cannot support the motion.

According to Committee member Best, it's a lot cheaper than them going and buying property somewhere else to store their boats and perform the maintenance in the off season. And so for her, it's a compromise.

The motion passed with a 3-2 for approval with Buckingham & Jones dissenting.

Vice Chairman Green motioned to recommend to City Council that DOT Trailers are not required for all vessels on property, with Committee member Jones providing the second. 4-1 with

Buckingham dissenting.

The Chairman mentioned that there is a device that is a filter type material that will catch the debris and allow the cleaned water to discharge and it can be used multiple times. He suggested that as an alternative to what Vice Chairman Green was referring to in his earlier motion.

Motion Buckingham made a motion for an approved filter type material be used to allow for the containment of contaminate materials and drain the cleaned water, with Vice Chairman Green providing the second. A roll call vote of 4-1 was taken with Committee member Jones dissenting.

Committee member Trammell asked Mr. Zunguze if when the livery vessel owners fill out their applications for the BTR's, if there is a storm storage plan where they would have to designate where they plan to put their boats in the event of a hurricane? According to Mr. Zunguze, currently there is not. Committee member Trammell stated the reason she is asking is because with the last hurricane, they all learned a lot. And not everyone had a plan to where they were going to put their boats. Adding that they should all have a plan so that when there is one coming, they are not interfering with the city staff who are trying to get everything secured and ready.

Motion by Committee member Trammell for Livery owners have a plan for storage of vessels for when there is a storm coming, with Vice Chairman Green providing the second for discussion. According to Vice Chairman Green, normally the insurance policy dictates an evacuation plan. And added that there is not a single person that does not have a plan for what they are going to do with their boats if a hurricane is coming. **The motion Failed 4-1 with Trammell voting for and Buckingham, Green, Jones, Best voting no.**

Committee member Trammell asked him to then explain why there was an emergency use of city parking lot just before Hurricane Sally. And asked Code Compliance Manager, Mr. Forgione if he was aware of that. According to the Code Compliance Manager, he has no knowledge of that.

Motion by Committee member Trammell that no vessels can be stored on city parking lots when a storm is coming, with Committee member Best providing the second.

Committee member Jones asked for clarification that if there is someone who does to have a secure place to put their vessels that they cannot place them on any city parking lots.

The motion failed with Committee members Jones, Best, Green, Buckingham voting no and Trammell voting yes.

6. OLD BUSINESS:

Motion to continue Old Business to the next month's meeting agenda was made by Committee member Jones with Vice Chairman Green providing the second. Motion passed 5-0.

➤ **Committee member Comments:**

Committee member Best asked staff regarding the work plan item for the Moratorium and Capacity Study, she, and Committee member Jones both have their names on it as process owners and questioned why, when they are not allowed to talk or work with each other on an item that may come up for a discussion

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and a vote by the committee. Committee member Jones stated he would be glad to remove himself from the work plan item.

Chairman Buckingham brought up the possible municipal marina and stated that he has been working on this with Mel Ponder and at the County level. He spoke of knowledge he has of a couple of parcels that may be obtainable and asked the Committee members if they would be in favor of this possibility coming forward. He also stated that the number one issue that they are addressing is to protect the Fishing Industry and guarantee the boat captains have a place forever. He also spoke of the possible public slips that would also be available.

Committee member Green stated that he has heard rumors and asked the Chairman if he had anything further knowledge to divulge. According to the Chairman, there are two parcels that he has spoken to the one of the property owners. Adding again, that the main goal is to protect the Fishing Industry and he will be bringing this to City Council in the near future.

According to the Vice Chairman, in regards to protecting the Historical Preservation in the Fishing Industry, there is a big deficient not only with parking, but with boat slips as well, and he knows of a dozen boats that have to work out of Fort Walton Beach because of the deficient. Adding that he fully supports the idea.

The City Attorney advised the Chairman and the members to avoid any further discussion of potential property locations at this point.

Committee member Trammell stated that at the Visioning Session, it was alluded that this committee has already discussed the subject and she wanted it known that they have not discussed it prior to this discussion right now.

The Chairman asked the members what they all thought of the potential marina.

Committee member Green stated he was behind it 100%.

Committee member Best stated that she is excited of the idea but would like to discuss the details is further before it goes to City Council to help them not have such a long Council meeting. And suggested that it be placed on the agenda for their next meeting.

According to the Chairman, he does not feel that they could do that just yet. The City Attorney added that Council still needs to approve their Strategic Plan, and this is an item on that plan. However, that would be up to them and staff to make the determination of when it will be brought before them.

Committee member Jones stated that he generally agrees with the plan.

Committee member Green stated that this has nothing to do with the Harbor District but, spoke of helping a friend who has a beach service get ready for the tourist season on the beaches. And spoke of how shocked he was by the state of the beach boxes and the hazards some of them could cause. He suggested something should be done, if it can be done.

Mr. Forgione stated he already has this on his list of items that needs attention.

Committee member Jones stated that he is agreeable with the fencing but feels there is a need to

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have something that is esthetically pleasing, like what was suggested by John Stephens and feels that there is a way that it can be done right.

Committee member Trammell spoke of the solar trees at the boardwalk and the fencing around them and asked staff if they had any knowledge of them. She also asked for the CRA Board minutes to be forwarded to them and feels that they can help the CRA keep up with tasks, if they are aware of what has been discussed at their level.

The Chairman stated that he too was going to discuss this topic and asked that it be added to their old business on their next meeting agenda.

Public Comment:

John Stephens suggested that when the boards on the boardwalk need to be replaced that the work is done in the off season. He also mentioned that there are some people down there with bicycles.

DIRECTORS REPORT:

Mr. Zunguze announced that the City has received the finding from the ACOE for the Harbor Capacity Study, beginning in March. The Harbor Capacity Committee has been selected by City Council and their first meeting is February 25th at 5:30 p.m. He also spoke of how the last page in their notebook staff is suppling then with general information about new things happening in their district.

- **Next meeting: February 10, 2021**

7. ADJOURNMENT:

Having no further business at this time, the meeting was adjourned at 8:35 PM.

Adopted and approved this ____ day of _____ 2021.

Mike Buckingham, Chairman

Kim Montgomery, Deputy City Clerk

First Name	Corey
Last Name	Ledbetter
Home Address	301 Cypress St
City	Destin
State	Florida
Zip	32541
Phone	850-240-2449
Email	corey@scenicsir.com
Business Name	Scenic Sotheby's Int Realty
Business Address	4495 Furling Lane Ste 110
City	Destin
State	Florida
Zip	32541
Brief description of education and experience:	My name is Corey Ledbetter and I have lived in Destin since 2003 and grew up in the area since 1990. Since graduating college in 2003 from The University of Arkansas I have been in the real estate business in some capacity and have been focused strictly on real estate sales since 2010. I am currently licensed with Scenic Sotheby's Int Realty and have held my license there since 2011. I have 2 consecutive terms on the Destin LPA and am seeking my 3rd appointment.
How long have you lived in Destin?	17
Are you currently a resident of Destin?	Yes

Are you a registered voter in Okaloosa County?	Yes
Do you currently hold a public office?	No
Have you ever been convicted of a felony?	No
If you have been convicted of a felony, please explain and provide date(s).	<i>Field not completed.</i>
List any city boards or committees you are currently a member of.	City of Destin Local Planning Agency
Select the board or committee you are interested in serving on.	Local Planning Agency
List your qualifications to serve on the selected board or committee.	BA from The University of Arkansas in 2003, Real Estate agent in the Destin area since 2010
What do you consider the purpose of this board/committee to be?	To review and oversee any ordinance language changes along with zoning variances throughout the City of Destin
What would you like to see this board/committee accomplish?	Continue to review & update all ordinances to be in compliance with the City of Destin Comp plan.
If you have discussed this application with any member(s) of the Destin City Council, please identify them.	Not at this time

BY CHECKING THE ELECTRONIC SIGNATURE VERIFICATION BOX BELOW, I INDICATE MY DESIRE TO SERVE THE CITY OF DESTIN IN A VOLUNTARY CAPACITY AS A MEMBER OF ONE OF ITS BOARDS, COMMITTEES, PANELS OR COMMISSIONS. I ALSO CONFIRM MY UNDERSTANDING OF THE MEETING TIMES AND ATTENDANCE REQUIREMENTS, AND WHERE APPLICABLE, THE REQUIREMENT TO FILE AN ANNUAL FINANCIAL DISCLOSURE FORM (FORM 1). I UNDERSTAND THAT I WILL BE REQUIRED TO FILE THIS FORM ANNUALLY IF SELECTED AS A MEMBER OF THE LOCAL PLANNING AGENCY OR BOARD OF ADJUSTMENT. INITIAL FILING WILL BE REQUIRED WITHIN 30 DAYS OF APPOINTMENT; FOLLOWING THAT, I WILL BE NOTIFIED BY MAIL BY THE COMMISSION ON ETHICS OR THE SUPERVISOR OF ELECTIONS OFFICE.

Signature

Electronic Signature Verification

Date

10/28/2020

Email not displaying correctly? [View it in your browser.](#)

First Name	Corey
Last Name	Ledbetter
Home Address	301 Cypress St
City	Destin
State	Florida
Zip	32541
Phone	850-240-2449
Email	corey@scenicsir.com
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Signature

Electronic Signature Verification

Date

10/28/2020

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