

**REGULAR MEETING
DESTIN CITY COUNCIL
SEPTEMBER 7, 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 August 2, 2021 Regular City Council Meeting

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

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. TDD Expansion Update
- B. Schedule of Fees Resolution 21-11
- C. Stormwater Master Plan Update
- D. Water Access Locations
- E. Route Selection for Zerbe/Calhoun Pedestrian Improvements Phase II
- F. Development of a City-Wide Safety Program
- G. Announcements:
 - CRMHP Update
 - Chapter 164 Meeting #2: Wednesday Sept. 8th, 8:30am, Convention Center
 - Budget Hearing #1: Thursday Sept. 9th, 5:30pm, City Hall Annex
 - Board and Committee Appointments

5. PUBLIC HEARINGS

- A. Ingenium Enterprises, Inc., on behalf of RW Management Ltd., is requesting approval for a Major Deviation to an Existing Major Development Order. The project is located at 34898 Emerald Coast Parkway (Parcel ID: 00-2S-22-0588-0000-0030). The property is approximately 0.70 acres and is currently the location of the vacant Edwin Watts Golf Shop. The applicant is

proposing a new, ±2,381 SF single story restaurant with a drive-thru, along with the associated infrastructure.

- B. Edwin L. Stanford, on behalf of the Fletcher Lisa Trust, is requesting a Planned Unit Development and Major Subdivision preliminary plat approval. The project is located at 318 Sibert Ave & 412 Kelly St (Parcel IDs: 00-2S-22-0310-000D-1700, 00-2S-22-0310-000D-1710, and 00-2S-22-0716-000H-0010). The properties total approximately 2.52 acres and will consist of a private gated development with 12 single-family residences, along with the associated infrastructure and platting.
- C. Destin Water Users, Inc. is requesting approval for a Major Development Order approval. The project is located at 14 Industrial Park Lane (Parcel IDs: 00-2S-22-0000-0001-001A; 00-2S-22-0000-0001-0620; 00-2S-22-0000-0001-0010). The property totals approximately 32.78 acres and is currently the location of Destin Water Users (DWU). The applicant is proposing to demo the existing metal buildings to the west of the training building and to construct of three new buildings (warehouse building, departmental storage building/workshop, and an office building) and a parking garage within the existing DWU campus, to be utilized by the existing staff.

6. *CONSENT AGENDA (No public comments)

- A. NW FL Track Club, Inc. - Request for use of ROW for Rodeo Run
- B. Miscellaneous Asphaltic Services Contract, authorization to renew contract, proposed price adjustments
- C. Miscellaneous Road Striping Services, authorization to renew contract
- D. Miscellaneous Stormwater Maintenance Services, authorization to renew contract
- E. Miscellaneous Pest Control Services, authorization to renew contract
- F. Miscellaneous Generator Maintenance Services, authorization to renew contract, price increase
- G. Miscellaneous Fire Safety Equipment, authorization to renew contract
- H. Miscellaneous Mechanical Services, authorization to renew contract, price increase
- I. Miscellaneous Electrical Maintenance Services, authorization to renew contract
- J. City-Wide Backup Server Subscription
- K. EnerGov Annual Maintenance and Support
- L. CivicPlus Electronic Government Services
- M. Renewal & Replacement Program, 15-ton Air Conditioning System for City Hall Annex, authorization to purchase after-the-fact
- N. Expenses incurred by Councilmember Ramswell while attending the Florida League of Cities 2021 Annual Conference from August 11 - 15, 2021 in Orlando, Florida
- O. Draft minutes of Standing Boards & Committee Meetings
- P. Christmas Holiday Lighting, authorization to purchase

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

- A. Councilmember Braden
- B. Councilmember Ramswell
 - 1) Resident vs. Non-Resident Distinction

C. Councilmember Destin

D. Councilmember Bagby

E. Councilmember Hebert

1) Drive-through lanes at Whataburger, Krispy Kreme and Chick-fil-A

2) Littering Fines

F. Councilmember King

G. Councilmember Schmidt

H. Mayor Gary Jarvis

I. Land Use Attorney

J. City Attorney

8. PUBLIC COMMENTS

ADJOURNMENT

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

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

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

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

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

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

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

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

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

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**MINUTES
REGULAR MEETING
DESTIN CITY COUNCIL
AUGUST 2, 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 Dewey Destin
Councilmember Terésa Hebert

Councilmember Kevin Schmidt
Councilmember Jim Bagby
Councilmember Prebble Ramswell

Destin City Staff

City Manager Lance Johnson
City Clerk Rey Bailey
Code Compliance Manager Joey Forgione
Comm. Dev. Director Louis Zunguze
Parks/Recreation Director Lisa Firth
Finance Director Krystal Strickland
Land Use Attorney Kimberly Kopp

Deputy City Manager Webb Warren
Public Information Manager Catherine Card
Public Services Director Michael Burgess
HR Manager Nichole De Vito
Building Official Noelle Bell
City Engineer Donald Smith
City Attorney Kyle Bauman

CALL TO ORDER, INVOCATION AND PLEDGE OF ALLEGIANCE

Mayor Gary Jarvis called the meeting to order at 6:00 pm. Pastor David J. Butler of Faith Assembly Christian Church gave the invocation, which was then followed by the recitation of the Pledge of Allegiance.

INAUGURATION OF INCOMING CITY COUNCIL MEMBER JIM BAGBY - JUDGE PATT MANEY TO ADMINISTER THE OATH

State of Florida Representative Patt Maney sworn in newly elected council member Jim Bagby.

AGENDA APPROVAL

Councilmember Hebert moved for approval of the agenda, seconded by Councilmember Destin. Motion passed 5-0 (Council members Schmidt, Hebert, Bagby Destin, and Ramswell voted “yes”; Council members Braden and King were absent from the meeting).

1. APPROVAL OF MINUTES

A. Approval of minutes of July 19, 2021 Regular City Council Meeting

Motion by Councilmember Hebert, seconded by Councilmember Destin, to approve minutes of July 19, 2021 Regular City Council Meeting passed 5-0 (Council members Schmidt, Hebert, Bagby Destin, and Ramswell voted “yes”; Council members Braden and King were absent from the meeting).

B. Approval of minutes of June 7, 2021 Regular City Council Meeting

Motion by Councilmember Hebert, seconded by Councilmember Destin, to approve minutes of June 7, 2021 Regular City Council Meeting passed 5-0 (Council members Schmidt, Hebert, Bagby Destin, and Ramswell voted “yes”; Council members Braden and King were absent from the meeting).

2. PROCLAMATIONS / RECOGNITIONS / SPECIAL PRESENTATIONS / ANNOUNCEMENTS

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

Mr. Phil McKissick, a Destin resident, inquired as to the status of the new training videos being created for pontoon rentals. He stated there has been a lot of accidents happening, and that there is a huge need for some education in this field. He also noted that he previously volunteered his services to help create the videos.

The Deputy City Manager noted there has been a video published by the Okaloosa County Watersports Operators Coalition which is available on the City of Destin website and Facebook page. It is a safety video created in collaboration with Okaloosa County Sheriff's Department, Tourist Development Council, and Okaloosa County. He added there are plans to produce at least two more videos.

Mr. McKissick added it ought to be a requirement for people to view the safety video before they could rent a pontoon boat. A lot of them do not know how to operate the boat and are not aware of the local conditions, which is a serious problem on the harbor.

4. CITY MANAGER REPORTS

A. Building Fund

The Finance Director Krystal Strickland noted that Florida Statutes Section 553.80, known as the “Florida Building Codes Act” outlines enforcement of Florida Building Code, including local government schedules of fees, and the allowable usage of such fees. Most municipalities and counties throughout Florida set up Building Funds in Fiscal Year 2019 to more transparently comply with the Florida Building Codes Act. Staff recommends setting up a

Building Fund as a Special Revenue Fund to meet the requirements of transparency while minimizing the complexities of utilizing different accounting basis for the city's small accounting and finance department. Staff also recommends adoption of Resolution 21-10 to establish a Building Fund.

Councilmember Hebert moved to adopt Resolution 21-10 to establish a Building Fund as a Special Revenue Fund effective immediately and approve the internal budget transfer included as Exhibit A to Resolution 21-10. Councilmember Ramswell provided a second to the motion.

According to Councilmember Destin, it is clear the intent of this legislative act is to make sure building permits fees do not turn into a revenue tool. He asked if there is a legislative provision that would allow them to increase the fees if they are behind financially as Destin is currently experiencing in order to catch up.

Ms. Strickland explained that the revenues are not supposed to be greater than the expenses, but it does not say they cannot subsidize them. She continued it is a policy decision for the council whether they want to continue subsidizing this with taxpayers' ad valorem funds or from other types of revenues the city receives, or if they feel building permit revenue is more fairly apportioned to contractors who are doing that type of work and receiving the service of having building inspectors and building officials review their work. She added this was not a mandate from the State of Florida that they "shall" raise their fees.

Councilmember Bagby noted that the city is on a 4-year rolling average.

Mr. Strickland replied affirmatively, explaining that the 4-year average rolling rule is that if they have a net profit over a 4-year period, they are to establish a committee to decide what to do with the net profit. One option is to return excess revenues back to the people that paid for the building permit.

Having no further comments from the council members, the mayor called for a vote on the motion, which passes 5-0 (Council members Schmidt, Hebert, Bagby Destin, and Ramswell voted "yes"; Council members Braden and King were absent from the meeting).

B. 1st Quarter Financial/Investment Report

Mr. Brian Haugen and Mr. Steve Cann of Raymond James briefed the City Council on the current status of the city's investment accounts with Raymond James as well as the forecast for the upcoming years based on the current market report provided to the council.

Councilmember Ramswell noted that the city made some investment changes back in 2016 that appeared to have been very beneficial. She asked whether they are recommending any changes at this point.

Mr. Cann explained that the recommendation at the time when interest rates had risen quite a bit and were basically the high point of the last decade was to take advantage of those

rates by locking them in with some FDIC-insured certificates of deposit. However, they cannot make a similar move at this time due to an opposite environment.

Councilmember Hebert inquired as to the city's current asset allocation or investment portfolio spread.

Mr. Cann explained that the city has 4 major accounts – two emergency accounts that are designed for a 6-month liquidity period, a debt of service account designed for one-year extremely conservative short-term bond, and an alternative investment, which is a longer-term fund invested in a strategic or high-quality bond.

C. Post Certificate of Occupancy Building Inspections

The City Manager noted during at the July 6, 2021 meeting, the City Council directed staff to research recommendations for potential processes for periodic follow up inspections of properties after the Certificate of Occupancy has been issued.

The City's Building Official Noell Bell noted there was a statutory language back in 2008 that required condominiums, 4 stories or more, to have an inspection performed and written report provided under seal of a licensed professional or structural engineer. That language was repealed in 2010. In light of the collapse of a Miami-Dade area building structure and the council's direction, staff has put together some proposals for council's consideration.

Councilmember Ramswell noted she has conducted quite a bit of research on this issue and has a prepared motion to offer based on that research.

Councilmember Ramswell moved to direct staff to draft an ordinance requiring inspections be performed every 10 years on any structure identified as a threshold building as defined in Florida Statutes 553.71 Section 12 at the expense of the property owner or the homeowner's association, whichever is applicable. The inspection is required to be performed by a Florida Certified Special Inspector as defined by Florida Statutes 553.71 Section 9; and include inspection of the building's foundation and sub-surfaces. The report must be written under seal of the Special Inspector and attest to the required maintenance, structural integrity, useful life, and replacement costs of the common elements. A copy of the inspection report must be provided to the City of Destin within 90 days of the end of the 10-year period with any necessary repairs required to be completed within 180 days after the inspection. Councilmember Hebert provided a second to the motion.

Councilmember Schmidt recommends that buildings that already surpassed the 10-year period be addressed in the motion as well to include the time frame to complete the inspection.

The Land Use Attorney recommends giving buildings that have surpassed the 10-year mark at least one year to complete their inspection, and every 10 years thereafter.

Councilmember Ramswell offered an amended motion to direct staff to draft an ordinance requiring inspections be performed every 10 years on any structure identified as

a threshold building as defined in Florida Statutes 553.71 Section 12 at the expense of the property owner or the homeowner's association, whichever is applicable. The inspection is required to be performed by a Florida Certified Special Inspector as defined by Florida Statutes 553.71 Section 9; and include inspection of the building's foundation and sub-surfaces. The report must be written under seal of the Special Inspector and attest to the required maintenance, structural integrity, useful life, and replacement costs of the common elements. A copy of the inspection report must be provided to the City of Destin within 90 days of the end of the 10-year period with any necessary repairs required to be completed within 180 days after the inspection. Buildings already surpassed the 10-year mark will be allowed one year to complete their inspection. Councilmember Hebert provided a second to the amended motion.

Councilmember Destin stated he would support going this route at this time; however, they may need to address the enforcement mechanism of the ordinance in the event property owners opt to pay the fines instead of abiding by it.

According to Councilmember Bagby, what happened in Miami-Dade was tragic; however, from everything he read, signs were there for quite some time and that tragedy could have been avoided had it not been for the manager, the Board of Directors and owners of the condominium all failing to fulfill their responsibility. It was not the city or the county's fault. He continued that he would support this motion tonight, but he may not support the enactment of such an ordinance that is setting such a high bar. It is the responsibility of the property managers and owners, not the city, to conduct these inspections. This will only provide some exposures for the city. He also expressed concern that city staff will spend an enormous amount of time and energy on something that would ultimately be preempted by the legislature.

The Land Use Attorney noted that one of the options was to revisit the ordinance after the 2022 Legislative Session, in the event local governments are required to modify ordinances based on new State Statutory Law. They believe insurance companies are involved with lobbying efforts given the political repercussions of what happened in South Florida.

Councilmember Ramswell stated there is no way to predict the action the Legislature is going to take or what elements will be incorporated. It is incumbent upon the city to be forward thinking and proactive and ensure the safety of the citizens as much as possible.

Motion passed 5-0 (Council members Schmidt, Hebert, Bagby Destin, and Ramswell voted "yes"; Council members Braden and King were absent from the meeting).

D. Cross Town Connector Update

The City Manager noted that at the July 9, 2021 meeting, the City Council directed the City Manager to implement Option No. 1 and to bring forth a contract amendment to amend the Atkins contract scope and fee not to exceed the option selected.

Councilmember Hebert moved to accept Contract Amendment No. 2 for Atkins North America, Inc to implement the multimodal elements and right-of-way options

selected by the council for an additional amount not to exceed \$147,000; seconded by Councilmember Schmidt.

Councilmember Destin stated they need to know the full amount of the contract to perform the entire project so they could determine if this is a fair amount for the contract amendment.

Ms. Strickland stated she would need to research it to determine what year the initial contract was executed.

City Engineer Donald Smith noted that the proposal was based on the work that was previously awarded, and that he feels the contract offer was reasonable. It is based on man-hours. They take what the city asked them to do and determine how long it would take to perform each function and assign a new price. It is not based on a percentage of the cost of the entire project.

Motion passed 5-0 (Council members Schmidt, Hebert, Bagby Destin, and Ramswell voted “yes”; Council members Braden and King were absent from the meeting).

E. FY22 Health Insurance Renewal/Upgrade

The Human Resources Manager noted that after receiving initial renewal rates in excess of 10 percent higher than Fiscal Year 2021 from the city’s current carrier, Florida Blue, the city’s broker, Acentria, reached out to other carriers for rate quotes. After careful analysis and discussions with staff, Acentria advised that moving to United Healthcare would provide the best package at the lowest cost. Not only are there premium savings, but also significant savings to the employee in nearly all categories including co-pays, maximum out of pocket expenses, and so forth.

Councilmember Schmidt moved to direct the City Manager to execute a contract for health insurance effective September 1, 2021, as proposed by Acentria; seconded by Councilmember Ramswell. Motion passed 5-0 (Council members Schmidt, Hebert, Bagby Destin, and Ramswell voted “yes”; Council members Braden and King were absent from the meeting).

F. Business Performance Consulting Services

The Deputy City Manager Webb Warren informed the council that in May 2021, the City Manager and Finance Director participated in an informational meeting with Optimally, a business performance consultant. During this meeting, staff was advised how business performance consultants can examine operating expenses and potentially negotiate lower rates with certain vendors to save money for an organization. The price for this service is 50 percent of the cost savings for three years, which is estimated to be above the City Manager’s purchasing threshold. The council adopted Resolution 19-07 in June 2019, which establishes the administrative procedures by which the City of Destin will purchase materials, supplies, equipment, and secure various contractual services and provide greater cost effectiveness and

public accountability in the procurement process. This resolution requires the City Manager to bring before the City Council anything that is above \$15,000. The resolution also mandates competitive bidding unless there is prior City Council approval. Staff is seeking guidance from the council on how to proceed with this item.

Councilmember Schmidt moved to direct the City Manager to design and release a Request for Proposal (RFP) for business performance services and bring back recommended vendors to the City Council for approval in accordance with the city's procurement manual; seconded by Councilmember Ramswell.

Councilmember Schmidt pointed out that the vendor's offer in this case will not cost the city any money. They only have to pay when they realize the savings. He added he will support hiring any company that can provide a similar service.

Councilmember Bagby noted there is a cost for pursuing this type of service, such as staff time and energy, and bandwidth. The council has been discussing creating a better environment for their staff, including providing higher pay and benefits. Part of that effort in creating a better environment is prioritizing staff's efforts. The council establishes the critical projects, important projects and miscellaneous projects. He is not opposed to this effort, but they need to make sure they have enough staff focusing on the critical and important projects first.

Councilmember Destin wants to know if this particular company specializes in governmental entities. He stated he is very much aware of this type of service being offered to private sectors, but it is quite different dealing with governmental business.

The Finance Director noted that the company provided references; one was a church and another a medical office. She added that Optimally is a young company and did not have any experience dealing with local governments.

Councilmember Ramswell stated she is interested in pursuing this effort, but she would like to see some sort of comparisons in terms of benefits.

Councilmember Schmidt noted that this company identified at least two or three cost saving opportunities for the city. They are a young company, but this is 2021 and things are rapidly changing in terms of opportunities. One of this council's most critical goals is increasing benefits and wages for staff and retaining high caliber and qualified staff. This particular company and others like them will create less workload for city staff when it comes time to renegotiate continuing services contracts.

Councilmember Destin offered a substitute motion to direct the City Manager to contact other municipalities or governmental entities in the state, particularly in North Florida, to find out if they are utilizing a business performance consulting services and obtain the result, and report information back to council. Councilmember Bagby provided a second to the motion, which passes 5-0 (Council members Schmidt, Hebert, Bagby Destin, and Ramswell voted "yes"; Council members Braden and King were absent from the meeting).

G. Appointment of representative to the Tourist Development Council (TDC)

The City Manager stated that the City Council needs to designate a new representative on the Tourist Development Council (TDC) due to Councilmember Hebert's resignation from the TDC.

Motion by Councilmember Hebert, seconded by Councilmember Bagby, to appoint Councilmember Dewey Destin as the city's representative to the TDC passed 5-0 (Council members Schmidt, Hebert, Bagby Destin, and Ramswell voted "yes"; Council members Braden and King were absent from the meeting).

H. Announcements

The City Manager made the following announcements:

- Public meeting – Timberview Helicopter Agreement – in the Annex Chambers on Tuesday, August 3rd at 5:30 PM.
- Annual Big Truck Day event scheduled for Friday, August 6th, 9-11 a.m., in the Destin Community Center parking lot.
- 2021 school year starts on August 10th.
- Grand opening of the Destin High School scheduled for Thursday, August 5th, at 6:00 PM.
- The city is monitoring CDC guideline and the health department directive relative to the resurgence of COVID. No further action being contemplated at this time.
- **A third budget workshop is tentatively scheduled for Monday, August 9th.

** It was the consensus of the council to wait until after the individual budget meeting with staff before they decide whether another workshop session is necessary.

5. PUBLIC HEARINGS

6. CONSENT AGENDA

- A. Repairs and Maintenance of Boardwalk
- B. Expenses incurred by Councilmember Ramswell while attending the Florida League of Cities legislative policy committee meeting from July 15 - 16, 2021 in Orlando, Florida
- C. Milling & Resurfacing of the Community Center and Sheriff's Substation Parking Lots
- D. Stormwater System Repairs on Airport Road (2) and Legion Drive (1). Repair of asphalt, curb/gutter and sidewalk on Legion Drive
- E. Draft minutes of volunteer committee/board meetings

Motion by Councilmember Hebert, seconded by Councilmember Destin, to approve Consent Agenda items 6A thru 6E, as printed above, passed 5-0 (Council members Schmidt, Hebert, Bagby Destin, and Ramswell voted “yes”; Council members Braden and King were absent from the meeting).

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

- A. Councilmember Braden
- B. Councilmember Ramswell

1) Old Pier Piling Issue

Councilmember Ramswell noted there had been some old piling from the Crystal Beach pier that washed away in 1974, and that a lot of the wood structure had rotted away over time resulting in exposed rebar. Many people are concern this could result in serious injury to the public. She asked staff to determine whether there is an existing submerged land lease, and the entity that has the authority to take the appropriate action to rectify the situation.

According to the City Attorney, he has communicated this issue with the general counsel for FDEP as well as the Okaloosa County attorney, and that both individuals are looking into it. He will inform the council of their findings.

Councilmember Ramswell asked for livery vessel update to include the number of permits that have been issued. The City Manager will obtain information from the Code Compliance Manager and provide it to council via email.

- C. Councilmember Destin
- D. Councilmember Bagby

Councilmember Bagby requests the topic, “*Discussion on staff attendance at council meetings and workshops*” be placed under his name on the next council meeting’s agenda; and “*Staff Reporting Matrix*” on the September 20th council meetings agenda.

Councilmember Bagby asked staff to find out the last time the County TDC conducted a survey of the Crystal Beach Erosion Control Line.

- E. Councilmember Hebert

Councilmember Hebert asked when the next City Manager evaluation is due.

The HR Manager noted that the City Manager evaluation will be conducted in October 2021.

- F. Councilmember King
- G. Councilmember Schmidt

Councilmember Schmidt requests the topic “*Discussion on Capt. Royal Melvin Heritage Park*” be placed on the next agenda and invite the general contractor to the meeting to provide status of the project, address the list of issues, as well as discussion of the city’s expectations moving forward.

H. Mayor Gary Jarvis

Mayor Jarvis requests a motion from the council to lower speed limit on all city owned streets and roadways to 30 mph with the exception of those with lower speed limit already in place.

After a brief discussion, Councilmember Destin agreed to place this item under his name on the next meeting agenda.

1) Traffic stoppage at Whataburger, Krispy Kreme and Chick-fil-A

Mayor Jarvis noted there have been many complaints from citizens about the traffic situation at the parking lots of Whataburger, Krispy Kreme and Chick-fil-A, which is creating an unsafe condition on U.S. Hwy 98; and that he has addressed this issue with the Deputy City Manager.

According to Mr. Warren, it has been a collaborative effort from different staff members to reach out to different entities and work with them to find a solution to this problem.

Public Works Director Michael Burgess stated that according to FDOT Safety Engineer, the Chic-fil-A issue in particular happens just about everywhere this restaurant exists, and that they do not have an easy remedy for it. However, they are consulting with their legal department to find any statute provision that is enforceable for this type of situation.

Councilmember Ramswell noted that Chic-fil-A has purchased the building two doors down from the restaurant which should afford them the opportunity to create a longer drive-thru lane and perhaps create a two-lane drive-thru which could help alleviate the problem.

According to Community Development Director Louis Zunguze, they are currently discussing this issue with Chic-fil-A in terms of the design of their new site to try to mitigate the situations on their current site and they seem to be willing to do certain things. He also stated that the City Engineer has some ideas they could consider to get ready for the beginning of next season. He further stated that some of these businesses share an entrance to their lot and so there are opportunities for staff to recommend some innovative ways that could help loosen the impact on US Hwy 98.

Councilmember Ramswell noted that Krispy Kreme and Whataburger have a side lane motorists use to pass the drive-thru lane or exit the parking lot. If their interior area is closed and no customers are parking to get inside the restaurant to eat, they could probably discuss with the businesses the possibility of opening a second lane of drive-thru traffic.

Councilmember Hebert requests discussion of the drive-thru lanes at the above businesses be placed under her name on the September 7th council meeting agenda.

2) Goals/Objectives

The mayor noted that the city already passed a resolution to enter into negotiations with the county over the creation of a second bed tax district. Since the county's draft ordinance was created, the county has made a lot of concessions to alleviate a lot of their concerns. The county made provisions for the city to get an extra \$1.5 million for 9 years. They have decided to protect the city's capital improvement over the next 5 years. In his opinion, these are good concessions, and he is happy with it. He wants to make sure this council feels the same way. Though there are still some legal concerns the city's legal team is currently working on, this council needs to decide whether to accept the concessions the county has already made or take it a bit further. To set their goals and objectives and decide what is going to be acceptable to them as they enter into the negotiation process.

The city's special counsel Jeff Burns noted that the initial meeting with the county is scheduled for August 18th, and each entity involved has already agreed on that date. This is a good time to establish the negotiating points and discuss any broad ideas.

The Land Use Attorney suggests if they are going to discuss the details of the proposed ordinance, it would be best for the city's legal team to prepare a staff report to give the council some analysis and bring it back at the next meeting for the council to deliberate.

Councilmember Destin stated he does not believe the county has made any concessions at this time. The city as the county for a 60-day delay on the vote to work out some issues and they refused. There are several things in the proposed ordinance the city believes are not lawful. The ordinance is currently in the drafting stage, and which has already changed 2 or 3 times within the last 2 or 3 weeks, but the city's original concerns have not been addressed. He also stated that the county can pass any ordinance, but they could always amend it anytime they want. They have a process with other municipalities that has not taken place, and so he believes it is premature to have this discussion at this time.

The Land Use Attorney stated they definitely want to make sure for the TDD process and the proposal to be legal. At this time, the city's legal team does not believe the proposed expansion is being conducted in a legal manner.

Councilmember Bagby stated that the first thing he wants the county to do is to follow the law. When the county starts following the law, a lot of the things the city wants will fall into place. He feels the city's special counsel has laid out clearly the problems this council had with the county's proposal. He stated that every one of the alleged concessions made by the county can be wiped out at the next BOCC meeting. He continued that he wants to see something that is legal, concrete, and enforceable. He wants a separate taxing district similar to what the Bay County, Walton County and several other counties have done. He wants the initial taxing district to be two pennies as the law provides. And finally, he wants the largest bed tax collecting

incorporated area to have a permanent seat on the TDC similar to what Bay County has done for Panama City Beach.

I. Land Use Attorney

The Land Use Attorney noted that Councilmember Braden has conveyed to her that his absence from this meeting tonight was due to personal reasons and requested that the council excuses his absence.

Motion by Councilmember Hebert, seconded by Councilmember Destin, to excuse the absence of Councilmember Braden at tonight's meeting passed 5-0 (Council members Schmidt, Hebert, Bagby Destin, and Ramswell voted "yes"; Council members Braden and King were absent from the meeting).

J. City Attorney

8. PUBLIC COMMENTS

ADJOURNMENT

Having no further business at this time, the meeting was adjourned at 8:28 PM.

Gary Jarvis, Mayor

ATTEST:

Rey Bailey, City Clerk

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: September 7, 2021
TYPE OF AGENDA ITEM: City Manager Report
AGENDA OUTLINE NUMBER: 4.A.

TO: City Council
THRU: Kyle Bauman, City Attorney
FROM: Lance Johnson, City Manager
DATE: 09/01/2021
SUBJECT: TDD Expansion Update

I. BACKGROUND: Special Counsel, Jeff Burns, will provide the Council with an update on the TDD Expansion negotiations.

II. DISCUSSION: City staff and the City's attorneys have participated in several additional meetings with the municipalities and Okaloosa County staff and attorneys since the last Council meeting. The parties are working towards finalizing two interlocal agreements. One will be by and between the County and the municipalities primarily for the purpose of requiring the County to provide 12.5% of annual TDT revenue to the municipalities as a whole. The second Interlocal will be just amongst the participating municipalities and will primarily serve the purpose of dividing the 12.5% pot of money amongst the municipalities. One or both of these interlocal may be presented to the City Council on or before the Council's September 7th meeting.

Special Counsel Jeff Burns will be at the Council's meeting to provide additional information.

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

III. CONCLUSION:

IV. RECOMMENDED MOTION:

Attachments:

None

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: September 7, 2021

TYPE OF AGENDA ITEM: Resolution

AGENDA OUTLINE NUMBER: 4.B.

TO: City Council

THRU: Wen Livingston, Library Director
Rey Bailey, City Clerk
Lisa Firth, Parks & Rec Director
Joey Forgione, Code Compliance Manager
Louis Zunguze, Community Development Director
Webb Warren, Deputy City Manager
Kyle Bauman, City Attorney
Lance Johnson, City Manager

FROM: Krystal Strickland, Finance Director

DATE: August 30, 2021

SUBJECT: Schedule of Fees Resolution 21-11

I. BACKGROUND: Staff review the schedule of fees on a regular basis. This year's update is intended to create a schedule that is more user-friendly for citizens who pay for services.

II. DISCUSSION: We have made the following changes to the fee schedule:

1. Removed references and codes for revenues that are not fees or charges for services, such as account codes for taxes, donations and grants.

2. Changed the formatting and consolidated similar fee types into four major categories:

- Section 1 Culture and Recreation;
- Section 2 Building and Developers;
- Section 3 Licenses and Permits;
- Section 4 Miscellaneous Fees

3. Updated the Library fees to better match the fee structure recommended for all the libraries in Okaloosa County, including our peer cities. Library fee changes include

removing late fees and increasing library membership fees for people who are not residents of Okaloosa County.

4. Updated Park pavilion rental fees to add fees for Leonard Destin Park and to add fees for weddings at certain locations.

5. Updated the fee for the City to vacate a right-of-way from \$515 to \$2500.

6. Updated the application fee for a major development from \$3250 to \$4250

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: I move to approve and adopt Schedule of Fees Resolution 21-11 as presented.

Attachments:

1. Resolution 2021-11 Schedule of Fees
w Attachment

RESOLUTION 21-11

A RESOLUTION OF THE CITY OF DESTIN, FLORIDA PROVIDING FOR AUTHORITY; AMENDING THE SCHEDULE OF FEES FOR FISCAL YEAR 2020; RESERVING THE RIGHT TO FURTHER AMEND THE SCHEDULE OF FEES; PROVIDING FOR REPEALER; PROVIDING FOR SEVERABILITY AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, City Charter, Section 3.13, stipulates that the City Council shall by ordinance adopt a budget on or before September 30th of each year; and

WHEREAS, the Government Finance Officers Association (GFOA) and National Advisory Council on State and Local Budgeting (NACSLB) provide established guidelines and standards for *Best Practices in Public Budgeting* and promote the adoption of an Account Guide establishing Schedule of Fees; and

WHEREAS, City Council has determined through previous adoptions that the City can benefit by establishing a comprehensive fee schedule;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Destin, Florida:

Section 1. Authority. Authority for enactment of this Resolution is Section 166.021, Florida Statutes, and Section 1.01 of the Destin City Charter.

Section 2. Account Guide – Revenues. The City of Destin hereby amends and establishes the Schedule of Fees set forth in Attachment “A” and as adopted by City Council.

Section 3. Reservation of Right to Further Amend the Schedule of Fees. The City Council of the City of Destin hereby reserves the right to further amend the Schedule of Fees set forth in Attachment “A” and as adopted by City Council through future action and by Resolution.

Section 4. Repealer Clause. All sections or parts of sections of any City of Destin’s Ordinance or parts of Ordinances, and any City of Destin’s Resolutions or parts of Resolutions, and any City of Destin’s Policy or parts of Policy, which are in conflict herewith are hereby repealed to the extent of such conflict.

Section 5. Severability. If any portion of this Resolution, including Attachment “A,” is determined by any Court to be invalid, the invalid portion shall be stricken and such striking shall not affect the validity of the remainder of the Resolution or Attachment “A.”

Section 5. Effective Date. This Resolution shall take effect upon approval by the City Council and signature by the Mayor.

ADOPTED THIS 7TH DAY OF SEPTEMBER 2021.

By:

Gary Jarvis, Mayor

ATTEST:

Rey Bailey, City Clerk

ATTACHMENT A - Schedule of Fees

Section 1 Culture and Recreation: Library, Parks, Sports Complex, Community Center

Section 2 Building and Developers: Building Permits, Developer fees, Impact fees, Right-of-Way permits, Engineering, and Map fees

Section 3 Licenses and Permits: Business Tax Receipts (aka business licenses), Rental Registration (LTR/STR), Livery Permits, Vendor Permits, Marine Application Fees, Code Violations

Section 4 Miscellaneous: Parking Fees and Fines, Clerk's Office, Cemetery, Election Qualifying Fees

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Section 1 Culture and Recreation

Fees to utilize specific recreational facilities to continue the operations and improvements of the park area. Fees are established for reservations and permits of recreational and park facilities to provide a user fee for programs wherever applicable within the City and to establish procedures for the collection of such fees.

347100 LIBRARY SERVICE FEES

Fees collected for library membership and services

Responsible Department: Library

MEMBERSHIP FEES (RESOLUTION 01-27)

Okaloosa County Residents	No charge
In-network, non-resident*	\$40 per family per year
6-month out-of-network, non-resident	\$30 per person
12-month out-of-network, non-resident	\$60 per person

*In-network areas include the other 15 counties in the Panhandle Library Access Network (PLAN) <https://www.plan.lib.fl.us/about-us/>

SERVICE FEES

Lost items	Replacement cost
Sand in book	\$3 re-wrap fee
Local fax	\$1 per page
Long-distance fax	\$2 per page
Printing – black and white	\$0.15 per page
Printing – color	\$0.25 per page

347200 PARK AND RECREATION FEES

Fees collected for any type of program open to the public that is not athletic.

Code Reference: Florida Statutes 166.201

Responsible Department: Parks & Recreation

SPECIAL EVENT PERMITS (ALL PARKS)

Ordinance 15-40 § (c-h) requires all groups of 20 or more wishing to hold events in City parks to obtain a permit from the City in advance of the event.

Groups less than 20	No fee required
Groups 21-49	\$50 fee per day
Groups 50-99	\$100 fee per day
Groups 100-499	\$250 fee per day
Groups 500+	\$500 fee per day

DEWEY "BUCK" DESTIN PARK

Non-profit groups and resident family gatherings (per four-hour increment)

Building use, groups 1-25	\$30 + \$25 cleaning fee
Building use, groups 26-50	\$55 + \$50 cleaning fee
Instructional classes	\$2 - \$40 per participant per course up to 12 weeks

Private groups or organizations or non-resident gatherings (per four-hour increment)

Building use, groups 1-25	\$30 + \$25 cleaning fee
Building use, groups 26-50	\$55 + \$50 cleaning fee
Instructional classes	\$4 - \$80 per participant per course

CLEMENT TAYLOR PARK

Pavilion rental limited to groups of 100 or less

Alcoholic beverage permit	\$150.00 per day + \$50 cleaning fee
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Non-profit groups and resident family gatherings (per four-hour increment)

Groups 1-25	\$20 + \$25 cleaning fee
Groups 26-100	\$30 + \$50 cleaning fee

Private groups or organizations or non-resident gatherings (per four-hour increment)

Groups 1-25	\$30 + \$25 cleaning fee
Groups 26-100	\$60 + \$50 cleaning fee

LEONARD DESTIN PARK

Pavilion rental limited to groups of 20 or less

Groups 1-20, Resident	\$50 per 4 hours + \$50 cleaning fee
Groups 1-20, Non-Resident	\$100 per 4 hours + \$50 cleaning fee

WEDDINGS

June White Decker Park	\$150 per 2 hours = \$100 cleaning fee
Shore at Crystal Beach	\$150 per 2 hours = \$100 cleaning fee

347260 JOE'S BAYOU RECREATION FEES

Fees collected for boating activities.

Code Reference: Florida Statutes 166.201

Responsible Department: Parks & Recreation

Residential daily launch/recovery fee	\$20 per trailer
Commercial daily launch/recovery fee	\$20 per trailer
Resident/non-commercial annual launch/recovery fee	\$0 per household (1 pass)
	\$0 per senior household, 65+ (1 pass)
	\$50 per additional pass
Non-resident/non-commercial	\$205 per household per year
Destin based commercial launch	\$1,030 per year
Commercial launch, non-Destin	\$2,060 per year
Pump out fee, Destin resident	No charge
Pump out fee, non-resident	\$5 per usage

347265 HENDERSON BEACH STATE PARK FEES

Fees for the use of Henderson Beach State Park

Code Reference: Florida Statutes 166.201

Responsible Department: Parks & Recreation

Daily entrance pass	\$30 per household (1 per household)
	\$25 per senior household, 65+ (1 per household)

347550 MORGAN'S SPORTS CENTER CHILDREN'S PARKS

Monies collected for events held at the children's park.

Responsible Department: Parks & Recreation

PICNIC AREA

Non-profit groups and resident family gatherings (per four-hour increment)

Groups 1-25	\$15 + \$25 cleaning fee
Groups 26-100	\$30 + \$50 cleaning fee

Private groups or organizations or non-resident gatherings (per four-hour increment)

Groups 1-25	\$30 + \$25 cleaning fee
Groups 26-100	\$55 + \$50 cleaning fee

PAVILION AREA

Non-profit groups and resident family gatherings (per four-hour increment)

Groups 1-25	\$30 + \$25 cleaning fee
Groups 26-100	\$55 + \$50 cleaning fee

Commercial, private groups or organizations or non-resident gatherings (per four-hour increment)

Groups 1-25	\$55 + \$25 cleaning fee
Groups 26-100	\$85 + \$50 cleaning fee

347220 MORGAN'S SPORTS COMPLEX

Fees collected for a variety of sporting activities such as football, soccer, cheerleading, softball.

Code Reference: Florida Statutes 166.201

Responsible Department: Parks & Recreation

Group activities and special events outside the athletic fields

Single-day event, no concessions	\$50 - \$515
Single-day event, with concessions	\$50 - \$515
Alcoholic beverages permit	\$150.00 per vendor/per day
Vendor fee for tournaments and special event vendors	\$30 per vendor/per day, no hookups
Special event application fee	\$25 non-refundable
Gate/admission fee	15% of gross paid to the city

League activities/instructional classes (residents)

City – adult activities	\$15 - \$100
City – youth activities	\$15 - \$100
Adult instructional classes	\$5 - \$35 per participant (max 10 hours)
Youth instructional classes	\$5 - \$20 per participant (max 10 hours)
Senior programs	\$2 - \$100

League activities/instructional classes (non-residents)

City – adult activities	\$30 - \$200
City – youth activities	\$20 - \$150
Adult instructional classes	\$10 - \$70 per participant (max 10 hours)
Youth instructional classes	\$5 - \$35 per participant (max 10 hours)
Daily user fee	\$3 - \$40

Section 1: Culture and Recreation

EXPERT INSTRUCTORS (Services the City cannot offer)

RECREATIONAL/INSTRUCTIONAL CLASSES – CONTRACTUAL LEADERSHIP

FEES RECEIVED FROM INDIVIDUALS PARTICIPATING IN CITY SPONSORED PROGRAMS, ACTIVITIES or CLASSES THAT ARE FACILITATED BY NON-CITY EMPLOYEES WITH EXPERTISE IN THAT PARTICULAR AREA. (EG. AEROBICS, FLY-FISHING, DANCE...) PERCENTAGE BASED ON SKILL LEVEL OF THE INSTRUCTOR, ASSISTANCE REQUIRED FROM CITY STAFF AND FACILITY/EQUIPMENT/SUPPLIES MAY BE FURNISHED BY THE CITY. THIS STRUCTURING WILL ALLOW THE DEPARTMENT TO EXPAND PROFESSIONALLY LEAD PROGRAMMING FOR YOUTH, TEENS, ADULTS AND SENIORS WHILE GENERATING ADDITIONAL REVENUES FOR THE CITY. THE INCREASE IN REVENUES WILL BE DEPENDENT ON THE NUMBER OF PROGRAMS OFFERED AND THE PERCENTAGE AGREED UPON. THIS IS A WIDELY USED MODEL IN PARKS & RECREATION AGENCIES NATIONWIDE THAT TAPS INTO COMMUNITY RESOURCES THAT COULD OTHERWISE NOT BE AFFORDABLE TO THE AGENCY.

Options	Percentage of fees retained by the city	Percentage of fees retained by the facilitator
Split 1 – City provides material	60%	40%
Split 2 – Instructor only	50%	50%
Split 3 – Instructor provides material	40%	60%
Split 4 – School Fundraiser	20%	80%

DESTIN ELEMENTARY SCHOOL SPORTS FIELD FEES Administrative charges

Personnel cost for hours other than normal hours of operations	\$20 per hour per employee
Holiday/holiday weekend hours	\$30 per hour per employee
Application fee	\$25 per event

FIELD RENTALS (NON-TOURNAMENT PLAY) Non-profit

Field rental 1-25 users	\$20 per field per hour w/o lights
Field rental 1-25 users	\$35 per field per hour with lights
Lining/set up 1-25 users	\$20 - \$50 per field per occurrence
Field rental 26+ users	\$40 per field per hour w/o lights
Field rental 26+ users	\$55 per field per hour with lights
Lining/set up 26+ users	\$20 - \$50 per field per occurrence
Non-refundable deposit/cleaning fee	\$25 - \$500 per field per day

COMMERCIAL

Field rental 1-25 users	\$35 per field per hour w/o lights
Field rental 1-25 users	\$50 per field per hour with lights
Lining/set up 1-25 users	\$20 - \$50 per field per occurrence
Field rental 26+ users	\$70 per field per hour w/o lights
Field rental 26+ users	\$95 per field per hour with lights
Lining/set up 26+ users	\$20 - \$50 per field per occurrence
Non-refundable deposit/cleaning fee	\$25 - \$500 per field per day

FIELD RENTALS (TOURNAMENT FUNCTIONS)—UP TO 12 HOURS Non-profit

First (one) field	\$100 per day without lights
Each additional field	\$80

Section 1: Culture and Recreation

Each additional hour	\$20
Lights	\$15 per hour per field
Additional field preparation	\$20 - \$50 per field per occurrence
Gate fee	15%
Center utilization fee	Up to \$550
Sports equipment usage Fee (EG., temporary mounds, goals, fence)	Up to \$25 per item per day
Vendor permit fee	\$30 per vendor per day
Non-refundable deposit/cleaning fee	\$25 - \$500 per field per day

COMMERCIAL

First (one) field	\$170 per day without lights
Each additional field	\$110
Each additional hour	\$30
Lights	\$25 per hour per field
Additional field preparation	\$20 - \$50 per field per occurrence
Gate fee	15%
Center utilization fee	Up to \$1,550
Sports equipment usage fee (e.g.: temporary mounds/fence)	Up to \$25 per item per day
Vendor permit fee	\$50 per vendor per day
Non-refundable deposit/cleaning fee	\$25 - \$500 per field per day

347520 COMMUNITY CENTER

The City shall levy fees for the rental of the Community Center facilities for activities including, but not limited to arts and crafts, league/team activities, adult sports, theatre productions, concerts, and specialty activities (card games, board games, etc.) for both commercial and noncommercial use. The amount of the rental fee will be assessed as per facility required and/or participation.

Code Reference: City Resolution 01-05

Responsible Department: Recreation Department/Community Center

Administrative charges/non-residents

Personnel cost for hours other than normal hours of operation or holidays	\$20 per hour per employee
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Commercial Use

Entire facility	\$150 per hour, min 4 hours
Meeting room	\$30 per hour
Each additional room	\$20 per hour
Kitchen, with gym or room rental only	\$50 per hour, min 4 hours
Gymnasium	\$60 + 15% gate charge
Non-refundable deposit/cleaning fee	\$25 - \$500 per day

Section 1: Culture and Recreation

Non-commercial use/resident

Entire facility	\$80 per hour, min 4 hours
Meeting room	\$20 per hour
Each additional room	\$15 per hour
Kitchen, with gym or room rental only	\$30 per hour, min 4 hours
Gymnasium	\$30 + 15% gate charge
Non-refundable deposit/cleaning fee	\$25 - \$500 per day

Non-profit play or instructional classes

Per meeting room	\$15 per hour
Gymnasium	\$25 per hour
Administration Fee	\$15 + cost of rental fee

347540 COMMUNITY CENTER PROGRAMS

Monies received for camps, programs that are sponsored by the Community Center.

Responsible Department: Recreation Department/Community Center

League activities/instructional classes (residents)

City – adult activities	\$10 - \$105
City – youth activities	\$10 - \$105
Adult instructional classes	\$3 - \$50 per participant (max 10 hours)
Youth instructional classes	\$3 - \$50 per participant (max 10 hours)
Senior programs	\$2 - \$100

League activities/instructional classes (non-residents)

City – adult activities	\$30 - \$200
City – youth activities	\$20 - \$150.00
Adult instructional classes	\$5 - \$70 per participant (max 10 hours)
Youth instructional classes	\$5 - \$70 per participant (max 10 hours)
Daily user fee	\$2 - \$40
Senior programs	\$3 - \$40
League/activity sponsorship	\$30 - \$1,000

Section 1: Culture and Recreation

RECREATIONAL/INSTRUCTIONAL CLASSES – CONTRACTUAL LEADERSHIP

FEES RECEIVED FROM INDIVIDUALS PARTICIPATING IN CITY SPONSORED PROGRAMS, ACTIVITIES OR CLASSES THAT ARE FACILITATED BY NON-CITY EMPLOYEES WITH EXPERTISE IN THAT PARTICULAR AREA. (EG. AEROBICS, FLY-FISHING, DANCE...) PERCENTAGE BASED ON SKILL LEVEL OF THE INSTRUCTOR, ASSISTANCE REQUIRED FROM CITY STAFF AND FACILITY/EQUIPMENT/SUPPLIES MAY BE FURNISHED BY THE CITY. THIS STRUCTURING WILL ALLOW THE DEPARTMENT TO EXPAND PROFESSIONALLY LEAD PROGRAMMING FOR YOUTH, TEENS, ADULTS AND SENIORS WHILE GENERATING ADDITIONAL REVENUES FOR THE CITY. THE INCREASE IN REVENUES WILL BE DEPENDENT ON THE NUMBER OF PROGRAMS OFFERED AND THE PERCENTAGE AGREED UPON. THIS IS A WIDELY USED MODEL IN PARKS & RECREATION AGENCIES NATIONWIDE THAT TAPS INTO COMMUNITY RESOURCES THAT COULD OTHERWISE NOT BE AFFORDABLE TO THE AGENCY.

Options	Percentage of fees retained by the city	Percentage of fees retained by the facilitator
Split 1 – City provides material	60%	40%
Split 2 – Instructor only	50%	50%
Split 3 – Instructor provides material	40%	60%
Split 4 – School Fundraiser	20%	80%

Section 2 Building and Developers: Construction Permits, Developer Fees, Impact Fees, Right-of-Way permits, Engineering, Marine Application Fees, Map Fees

The governing bodies of local governments may provide a schedule of fees, as authorized by statutes for the enforcement of the provisions of its building code. Such fees shall be used solely for carrying out the local government's responsibilities in enforcing the Florida Building Code. All permit, processing, and plan review fees are non-refundable unless extenuating circumstances are submitted, in writing, and approved by the Building Official. All required fees shall be paid prior to the issuance of any permit and at the commencement of any construction.

NOTE: 10% of all fees collected within this section shall be accounted for and deposited in a separate account designated to support development review/compliance quality process improvement initiatives.

Code Reference: Section 125.56, F.S. Chapter 166.222; FS Section 468.631, 553.721, 553.80

Responsible Department: Community Development/Building Division

329505 Plan Review Fee

The following review fees are applicable to all building construction permits.

Plan Review Fee: All projects are subject to a review fee, which equals the greater of (50%) of the permit fee or actual cost, incurred by the City to include one resubmittal.

1. Projects greater than or equal to four stories and assembly occupancy over 5,000 square feet and or large projects/developments determined by the Building Official shall be submitted to the International Code Council (ICC), Birmingham office, for formal plan review. The applicant shall pay the fee to ICC at the time plans are submitted.
2. The City may require, at the Building Official's discretion, a review of the single-family dwelling plans by a structural engineer. In this case, the applicant shall be required to pay the cost of this review.
3. Public Swimming Pool and Applicable Water Features Review Fee:
 - a. Review Fee New Pool – Greater than 25,000 gallons \$450.00 to be paid upon submittal.
 - b. Review Fee New Pool – 25,000 gallons or less \$300.00 to be paid upon submittal.
 - c. Renovations and Modifications
 - I. Level I- No Review fee required.
 - II. Level II- Renovations and Modifications Review \$50.00 to be paid upon submittal.
 - III. Level III- Renovations and Modifications Review \$200.00 to be paid upon submittal.
4. All projects are subject to a review fee for Engineering/Erosion Control (341920) fee of \$50 to be paid upon submittal.
5. FEMA Flood Zone Review: ALL projects within these zones are subject to a review fee for Floodplain Review of \$50.
6. Wetlands Protection: ALL projects in or adjacent to environmentally sensitive areas (wetlands & open water bodies) are subject to a review fee of \$50. (341920)

Section 2: Building Permits and Developer Fees

7. Any additional resubmittal for review shall be assessed an additional review fee of \$25 or 25% of the permit fee whichever is greater per division review. (341920)

329506 Contractor Registration Fee

An administrative fee will be charged on all contractors not licensed under FS 489 engaging in business in the City of Destin for which a permit is required. The administrative fee is for verification of state, county, and local licenses, as required by city ordinance and certificate of insurance from a Florida Licensed Insurance Company for General Liability 61G4-15.003(2)(c), and Worker's Compensation as required by FS 440.103, 440.41, 440.42, and 489.144.

Code Reference: Chapter 13 Art. IV, Sec. 13-75, Code of Ordinances

Responsible Department: Community Development/Building Division

Specialty Contractors- The City will charge one annual administrative fee for all contractors engaging in the practice of contracting in the City of Destin whose scope of work is identified in a specialty contractor's category.

Contractor annual administrative fee	\$52
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322000 Building Construction Permit Fees

1. Permit Processing Fee: An administrative processing of \$50 is applied to all permits.
2. Penalty Fee: Any work which commences prior to securing the appropriate permit or permits shall be charged a rate double the permit fee, which shall be collected by the Building Division. (Note: in accordance with Ordinance 336, the Building Official may issue a citation to the contractor.)
3. Re-Permit Fee:
 - a. Active permits: The fee for re-permitting any active permit will be 50% of the original building permit fee, no plan review fee, a \$50 processing fee, plus applicable state fees.
 - b. Inactive permits: The fee for re-permitting any inactive permit will be regular fees, no plan review fee, a \$50 processing fee, plus applicable state fees.
4. In accordance with Florida Statute, a Florida Building Code (FBC) Surcharge (208620) is collected on all Building Permits of 1% or a \$2 minimum. In addition, a Building Code Administrators, and Inspectors Fund (BCAIB) Surcharge (208630) is also collected on all Building Permits issued in the amount of 1.5% or a \$2 minimum. Both of these surcharges are remitted to the Florida Department of Professional Regulation.
5. All New (Heated and Cooled) Buildings or Structure Additions (includes Manufactured Buildings).
 - a. Building Division Fee: A permit for any new building or structure, or for any addition to an existing building or structure, or portion thereof is based on square footage of gross floor area multiplied by \$0.15 per square foot. Planning Division (329502) permit fee: Residential (Single Family – Attached/Detached or Duplex) is \$0.05 per square foot of gross floor area. This fee includes the initial Certificate of Occupancy as-built site inspection.
 - b. \$150 per 2 hours = \$100 cleaning fee

Section 2: Building Permits and Developer Fees

- c. Engineering Division (341920) Permit Fee: Residential (Single Family –Attached/Detached or Duplex) is \$0.07 per square foot gross floor area.
 - d. Planning Division (329502) permit fee: Multiple Family and Commercial Structures. If applicable, the fee is \$120. This fee includes the Certificate of Occupancy or Certificate of Completion and as-built site inspection.
 - e. Engineering Division (341920) Permit Fee:- Multiple Family and Commercial Structures: If applicable, the fee is \$300. This fee includes initial Erosion Control inspection and the Certificate of Occupancy or Certificate of Completion and as-built site inspection.
6. Other Structure Fee:
 - a. Building Division Fee: For all other structures to include non-heated and cooled buildings, renovations, interior buildouts, sheds, decks, fences, etc. the permit fee is \$6 per \$1,000 (or fraction thereof) of estimated cost, up to \$20,000 plus \$5 per \$1,000 (or fraction thereof) of the estimated cost in excess of \$20,000 up to \$100,000 plus \$4 per \$1,000 (or fraction thereof) of estimated cost in excess of \$100,000 (or fraction thereof).
 - b. Planning Division (329502) permit fee: Residential (Single Family Attached/Detached or Duplex): If applicable, the fee is \$60.00. This fee includes the Certificate of Occupancy/Completion and as-built site inspection.
 - c. Engineering Division (341920) Permit Fee: Residential (Single Family Attached/Detached or Duplex): If applicable, the fee is \$60. The fee includes Certificate of Occupancy/Completion and as-built site inspection.
 - d. Planning Division (329502) permit fee: Multiple Family and Commercial Structures: If applicable, the fee is \$120. This fee includes the Certificate of Occupancy/Completion and as-built site inspection.
 - e. Engineering Division (341920) Permit Fee: Multiple Family and Commercial Structures: If applicable, the fee is \$150. This fee includes the Certificate of Occupancy/Completion and as-built site inspection.
 - f. Re-inspection fees are the same as 6 above.
7. Commercial Signs.
 - a. The Building Division Permit fee for all permanent signs is based on the total area of each sign (two-sided signs on the same structure are considered as one sign). The following fees per sign are as follows:

Up to 20 square feet	\$40
Over 20 square feet	\$50
Self-illuminated commercial sign, additional fee	\$20
 - b. The Planning Division Permit fee (329502) for signs are established:
 - i. If the sign will be mounted to an approved, existing structure, the permit fee is \$40.
 - ii. If the sign will be mounted to a new structure, the permit-processing fee is \$80.
 - c. Engineering Division (341920) Permit fee for ground signs only: \$40.
8. Mobile/Manufactured Homes.
 - a. The Building Division Permit fee for mobile/manufactured homes, blocked, with skirts and tie-downs, is \$30.
 - b. The Planning Division (329502) Permit fee for mobile/manufactured homes, blocked, with skirts and tie-downs fee is \$60. This fee includes the initial Certificate of Occupancy/Completion as-built site inspection.
 - c. The Engineering Division (341920) Permit fee for mobile/manufactured homes, blocked, with skirts and tie-downs fee is \$50. This fee includes the initial Certificate/Completion as-built site inspection.

Section 2: Building Permits and Developer Fees

9. In Ground Swimming Pools and applicable water features (which includes all pool and water feature equipment, except electrical).
 - a. Building Permit Fee:
 - i. The fee for new residential swimming pools and applicable water features (excluding electrical fee) is \$60.
 - ii. The fee for new public swimming pools and applicable water features is \$150.
 - iii. The fee for renovations/repair/modifications: to existing public swimming pools and applicable water features based on the level of modification as set forth in the Public Pool Modification Matrix Table is:
 1. Level I- \$50
 2. Level II- \$100
 3. Level III- \$150
 - b. Planning Division (329502) Permit Fee: The fee for new swimming pools, applicable water features and level III alteration/renovations is \$96.
 - c. The Engineering Division (341920) Permit fee for new residential swimming pools, applicable water features and level III alteration/renovations is \$75.
10. Antennas - Dish and tower, roof and ground installations.
 - a. Domestic (Residential R3) installation: A permit is required only for those towers that are of such height that they cannot be contained on an owner's property if they fall. The permit fee is \$30.
 - b. Commercial (Non-Residential) installations: The fee is \$6 per \$1,000 (or fraction thereof) of the estimated cost up to \$20,000, plus \$5 per \$1,000 (or fraction thereof) of the estimated cost in excess of \$20,000 up to \$100,000, plus \$4 per \$1,000 (or fraction thereof) of the estimated cost in excess of \$100,000 (or fraction thereof).
11. Moving Buildings or Structures (excluding mobile homes): The fee to move any non-portable building or structure from one location to another location is \$90.
12. Demolition of Buildings or Structures:
 - a. Building Division Permit Fee: For the demolition of any building or structure, the fee is \$84. In addition to the demolition permit, you must submit a notice of asbestos removal form to the asbestos Coordinator for Northwest Florida District of Florida Department Environmental Protection (FDEP). (Note: The present address is 160 Government Center, Pensacola, Florida 31501). No Plan Review Fee or State fee.
 - b. Planning Division (329502) Permit Fee: The demolition permit fee is \$60.
 - c. Engineering Division (341920) Permit Fee: For the demolition of any building or structure, the fee is \$25. This fee includes initial Erosion Control inspection and the Certificate of Completion and site inspection.
13. Docks, Boathouses, Bulkheads and Seawalls:
 - a. Building Division Permit Fee: The fee for construction of docks, boathouses, bulkheads or seawalls is \$12 per \$1,000 (or fraction thereof) of estimated cost up to \$10,000, plus \$6 per \$1,000 (or fraction thereof) of the estimated cost in excess of \$10,000.
 - b. Planning Division (329502) Permit Fee: The permit fee is \$30.
14. Land clearing:
 - a. Planning Division (329502) Permit Fee: The fee for all land clearing permits is \$60.
 - b. Engineering Permit (341920) Fee: The fee for land clearing in lots 1 acre or less in size is \$75. The fee for land clearing in lots over 1 acre in size is \$150. Fee is based on lot size, not the land clearing/area of disturbance.

Section 2: Building Permits and Developer Fees

15. Protected Tree removal:

- a. Planning Division (329502) Permit Fee: The fee for removing any protected or preserved tree shall be \$60.

16. Portable Buildings:

- a. Planning Division (329502) Permit Fee: \$80
- b. Engineering Division (341920) Permit Fee: \$50 (Floodplain)

17. Mobile Vending:

- a. Planning Division (329502) Permit Fee: \$25 per location

18. Temporary Tents

- a. Building Division Permit Fee: \$25
- b. Planning Division (329502) Permit Fee: \$25

19. Solar Energy Systems Permit Fees: Signed Sealed Drawings required. The permit fee is \$12 per \$1,000 (or fraction thereof) of estimated cost, up to \$10,000 plus \$6 per \$1,000 (or fraction thereof) in excess of \$10,000.

20. Electrical Permit Fees:

a. Electrical Service:

Temporary service to 100 amperes	\$30
Early service power – first service	\$40
Early service power – each additional service NOTE: Required prior to final inspection and no occupancy shall occur prior to issuance of a Certificate of Occupancy, by the Building Official. If the premises are occupied prior to the issuance of a Certificate of Occupancy, or a Certificate of Completion, the power company may be notified to disconnect the power and the permit will be subject to action by the Code Enforcement Board.	\$12
Permanent service up to 100 amperes	\$45
Permanent service 101 to 200 amperes	\$60
Permanent service 201 to 400 amperes	\$75
Permanent service 401 to 600 amperes	\$90
Permanent service 601 to 800 amperes	\$120
Permanent service over 801 amperes	\$120 plus \$0.05 per ampere over 800 amperes
Circuits	\$2.50 each
Low voltage systems i.e., tv, phone, sound, alarm (Exclude wireless security systems for 1 & 2 family)	\$6 per system
Electrical repair wiring or renovations	\$12 per \$1,000 of estimated cost up to \$10,000 plus \$6 per \$1000 in excess of \$10,000 and \$3 for each circuit added or altered
Meter/service change outs (to include gang meters)	\$33 per meter
Functional check	\$50

- b. Swimming Pools and applicable water features: The permit fee, which includes all pool and applicable water feature equipment grounding, and underwater lights, is \$40.

Section 2: Building Permits and Developer Fees

21. Mechanical Permit Fees:

a. Heat and Air Conditioning Unit (including heat pump) New or Change outs:

Up to five tons, per system fee	\$60
Over five tons	\$60 plus \$3.50 per ton over 5 tons

- b. Refrigeration system is \$24 each.
- c. Commercial kitchen Hood system is \$24 each.
- d. Incinerator or Boiler is \$24 each.
- e. Mechanical repair is \$12 per \$1,000 (or fraction thereof) of estimated cost, up to \$10,000 plus \$6 per \$1,000 (or fraction thereof in excess of \$10,000).

22. Plumbing Permit Fees:

- a. Each fixture, roughed-in and/or final inspection is \$5 per plumbing fixture.
- b. Each individual tap for sewer, septic, grease trap/interceptor, back-flow protector, roof drain and water connection is \$12.
- c. Plumbing repair/re-piping or renovations is \$12 per \$1,000 (or fraction thereof) of estimated cost, up to \$10,000 plus \$6 per \$1,000 (or fraction thereof in excess of \$10,000).

23. Gas Installation Permit Fees:

- a. Each fixture is \$5.
- b. Gas piping (Natural or LP) to a unit or building is \$24 per connection, to include installation of generators to existing homes/structures.
- c. Gas repair/re-piping or renovations is \$12 per \$1,000 (or fraction thereof) of estimated cost, up to \$10,000 plus \$6 per \$1,000 (or fraction thereof in excess of \$10,000).

24. Fire Sprinkler/Suppression Systems Permit Fees:

- a. Commercial kitchen hood suppression:
 - i. \$60 up to 4 nozzles heads
 - ii. \$10 per additional nozzle head thereafter
- b. Fire Sprinkler system:
 - i. The fee is \$0.80 per sprinkler head/nozzle for new construction.
 - ii. The fee is \$10 per water line feeding above systems.
 - iii. The fee is \$10 per standpipe.
 - iv. The fee is \$12 for repair or modification per \$1,000 (or fraction thereof) of estimated cost, up to \$10,000 plus \$6 per \$1,000 (or fraction thereof) in excess of \$10,000.

25. Utility Site/Infrastructure Permit Fees:

- a. Systems up to 20 devices (manholes, catch basin, storm drains) is \$200
- b. Systems with over 20 devices is \$350.
- c. Planning Division (329502) fee is \$120.
- d. Engineering Division (341920) Fee: \$150

26. Parking Lot Resurface, Restripe and Overlay Permit Fees:

- a. Building Division fee is \$100
- b. Planning Division (329502) fee is \$120
- c. Engineering Division (341920) Fee: \$75

Section 2: Building Permits and Developer Fees

27. Code Compliance Inspection Permit Fee: For anyone who request to have an inspection for general life safety or building code compliance which are outside of performing construction activity, the fee is \$50.
28. Re-inspection Fee: The initial inspection is included in the permit fee. A re-inspection fee to the Building Division of \$35 for the first re-inspection (per unit/building or structure). The fee for a second re-inspection shall be \$70.00, and the fee for a subsequent re-inspection shall be \$140 each. (Note: See FS Section 553.80(4)(c)). Planning Division's (329502) Certificate of Occupancy (As-Built) site re-inspection fees: Residential (Single Family or Duplex) \$100, Minor Development Order \$460 and Major Development Order \$615. Engineering Division's (341920) Certificate of Occupancy (As-Built) site re-inspection fees: Residential (Single Family or Duplex) \$100; Certificate of Completion site re-inspection fee - \$50. Site reinspection fee is \$150 for minor development and \$300 for major development.
29. Stop By/Walk Through Inspection Request Fee: The fee will be \$50.

329503 Right-of-Way Fees

The Land Development Code provides that City Council will establish and collect fees for issuing Right of Way Construction Permits for work in the City's rights of way. NOTE: 10% of all fees collected within this section shall be accounted for and deposited in a separate account designated to support development review/compliance quality process improvement initiatives.

Code Reference: LDC 8.01.00 & Resolutions 02-06, 02-23, 04-13, 04-15

Responsible Department: Community Development Department – Engineering Division

Utility right-of-way permit	\$260
Right-of-way administration fee – Residential single/duplex	\$40 per row
Right-of-way administration fee – Commercial or multi-family	\$125 per row
Construction right-of-way – Nonresidential	\$11 per 100 linear feet PLUS: \$78 per road bore \$260 per road cut \$78 landscaping/irrigation
Commercial right-of-way – Nonresidential individual simple owner fee for hold harmless & maintenance agreement	\$50
Commercial right-of-way – Nonresidential other ownership (corporate or trust) fee for hold harmless & maintenance agreement	\$85
Residential (single or 2-family lot)	\$11 per 100 linear feet PLUS: \$21 per bore \$260 per road cut \$21 landscaping/irrigation
Residential (single or 2-family lot) Individual simple owner fee for hold harmless & maintenance agreement	\$50
Residential (single or 2-family lot) other ownership (corporate or trust) fee for hold harmless & maintenance agreement	\$85
Right-of-way inspections – Commercial satisfactory completion	
Initial inspection	No charge
First site re-inspection	\$80
Each subsequent re-inspection	\$130
Right-of-way inspections – Residential satisfactory completion	
Initial inspection	No charge
First site re-inspection	\$65
Each subsequent re-inspection	\$85
Right-of-way – vacation/easement	\$2500

329502 LAND DEVELOPMENT REVIEW FEES (aka ZONING REVIEW FEES)

The Land Development Regulations provide that the City Council of the City of Destin, Florida will establish land development review, permit and other fees. Fees are set to cover the cost of the work associated with review, permitting, inspection and other activities associated with land development. The City may require, at its discretion, the review and advise of an expert consulting professional on any development application. Applicants will be responsible to reimburse the City for these outside costs plus a 10% Administrative Fee. NOTE: 10% of all fees collected within this section shall be accounted for and deposited in a separate account designated to support development review/compliance quality process improvement initiatives.

Code Reference: Land Development Code 18.01.00

Responsible Department: Community Development

DEVELOPMENT ORDER RELATED APPLICATIONS:

The following development order related application fees include first submittal reviews only. Subsequent submittal reviews and advertisement costs and mailing costs will be invoiced to the applicant at actual cost plus a 10% Administrative Fee. All invoices must be paid in full prior to submittal of additional submittal packages and/or the issuance of the Final Development Order (DO).

TYPE OF APPLICATION	APPLICATION FEE
Pre-Application Review	\$50
Developer's Agreement	\$4500
Major Developments	\$4250
Minor Developments	\$3000
Major Deviations to a Major Development	\$3250
Minor Deviations to a Major Development	\$2000
Major Deviation to a Minor Development	\$3000
Minor Deviation to a Minor Development	\$2000
Simple Deviation	\$1000
Planned Unit Development (PUD) (in addition to fee for subdivision, major development or minor development)	\$2500
Landscaping Plan Review (if not submitted as part of a DO Application)	\$750
Outdoor lighting plan review (if not submitted as part of a DO Application)	\$750
Development Order Exemption	\$500

SUBDIVISION RELATED APPLICATIONS:

The following subdivision related application fees include first submittal reviews only. Subsequent submittal reviews and advertisement costs and mailing costs will be invoiced to the applicant at actual cost plus a 10% Administrative Fee. All invoices must be paid in full prior to submittal of additional submittal packages and/or final approval.

TYPE OF APPLICATION	APPLICATION FEE
Major Subdivisions	\$3250
Minor Subdivisions	\$1500
Replat of Subdivision/Lot Reconfiguration	\$1300
Lot Split	\$500
Deed of Gift	\$750

Section 2: Building Permits and Developer Fees

If easements follow the plat, replat, or lot reconfiguration and are executed by a separate document	\$300 per easement
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ORDINANCE AMENDMENT RELATED APPLICATIONS:

An applicant applying for any one of the following ordinance amendment related applications is responsible for paying to the City: administrative expenses, cost recovery for the use of outside consultants by the City to review the application, legal notice costs, and mailing cost at actual cost plus a 10% Administrative Fee.

TYPE OF APPLICATION	APPLICATION FEE
Comprehensive Plan Text Amendment	\$1200
Comp Plan Future Land Use Map (FLUM) Amendment	\$1200
Land Development Code (LDC) Text Amendment	\$1200
LDC Rezoning Map Amendment	\$1200
Code of Ordinance Text Amendment	\$1200

BOARD OF ADJUSTMENT RELATED APPLICATIONS:

An applicant applying for any one of the following Board of Adjustment applications is responsible for paying to the City: administrative expenses, cost recovery for the use of outside consultants by the City to review the application, legal notice costs, and mailing cost, at actual cost plus a 10% Administrative Fee.

TYPE OF APPLICATION	APPLICATION FEE
Administrative Decision Appeal	\$650
Variance	\$650
Exception (Marina Siting Only)	\$650

TABLING AND/OR REHEARING:

The following fees are established for an applicant initiating tabling and/or re-hearing of an application at City Council, Local Planning Agency (LPA), Board of Adjustment (BOA), or Technical Review Team (TRT). The applicant is responsible for paying to the City administrative expenses, cost recovery for the use of outside consultant by the City to review the application, legal notice costs, and mailing cost, at actual cost plus a 10% Administrative Fee.

TYPE OF HEARING	FEE
City Council	\$120
Local Planning Agency (LPA)	\$120
Board of Adjustments	\$120
Technical Review Team	\$120

MISCELLANEOUS APPLICATIONS, FEES, & LETTERS:

TYPE OF APPLICATION, FEE, OR LETTER	FEE (Per Application or Letter)
Alcohol Licenses	\$35
Zoning Compliance Letter	\$75
FDEP Review Letter	\$70
Re-Addressing for Convenience	\$50
Home Occupation	\$55
White Sands Compliance Inspection	\$35
Each re-inspection due to failure of a previous inspection	\$87
Dog Friendly Dining	\$540
Conditional Use	\$650
Property Status Letter (Lien Requests)	\$35
Home Solicitation Sales	\$55
Change of Use Application Fee - Commercial	\$100
Change of Use Application Fee – Home Occupation	\$50
Change of Use Application Fee – Mobile Vender	\$25 per location
Parking Agreement Review	\$75
White Sands Review	\$50
Street Name Change	\$500

324xxx IMPACT FEES

Fees charged to developers at the time of development for construction of facilities to serve the development site. Impact fees are based on the Impact fee study performed in 2007.

Code Reference: Land Development Code

Responsible Department: Community Development Department

324110 IMPACT FEES - PUBLIC SAFETY- RESIDENTIAL

Land Use Type	Unit	Fee
Residential, less than 500 sq. ft.	Dwelling	\$9
Residential, 500—749 sq. ft.	Dwelling	\$11
Residential, 750—999 sq. ft.	Dwelling	\$13
Residential, 1,000—1,499 sq. ft.	Dwelling	\$16
Residential, 1,500—1,999 sq. ft.	Dwelling	\$19
Residential, 2,000—2,999 sq. ft.	Dwelling	\$23
Residential, 3,000—3,999 sq. ft.	Dwelling	\$27
Residential, 4,000 sq. ft or more	Dwelling	\$31
Mobile home/RV park	Pad	\$21
Hotel/Motel	Room	\$11

324120 IMPACT FEES - PUBLIC SAFETY – COMMERCIAL

Land Use Type	Unit	Fee
Retail/commercial	1,000 sq. ft.	\$31
Office	1,000 sq. ft.	\$18
Industrial	1,000 sq. ft.	\$11
Warehouse	1,000 sq. ft.	\$11
Church/Synagogue	1,000 sq. ft.	\$11
School/college	1,000 sq. ft.	\$11
Hospital	1,000 sq. ft.	\$11
Nursing home	1,000 sq. ft.	\$11
Other institutional	1,000 sq. ft.	\$11

324210 IMPACT FEES - PHYSICAL ENVIRONMENT – RESIDENTIAL

The Net Positive Environmental Benefit Impact Fee is 25% of the cost of construction for all marinas, docks, piers or other similar development within the Destin harbor and canals adjacent to the Destin Harbor.

324220 IMPACT FEES - PHYSICAL ENVIRONMENT - COMMERCIAL

The Net Positive Environmental Benefit Impact Fee is 25% of the cost of construction for all marinas, docks, piers or other similar development within the Destin harbor and canals adjacent to the Destin Harbor.

3243X0 IMPACT FEES – TRANSPORTATION

These Fees help the city address development impacts on transportation to include traffic, roads, sidewalks, streetlights, and parking.

324310 IMPACT FEES - TRANSPORTATION - RESIDENTIAL

Land Use Type	Unit	Fee
Residential, less than 500 sq. ft.	Dwelling	\$583
Residential, 500—749 sq. ft.	Dwelling	\$724
Residential, 750—999 sq. ft.	Dwelling	\$855
Residential, 1,000—1,499 sq. ft.	Dwelling	\$1,016
Residential, 1,500—1,999 sq. ft.	Dwelling	\$1,198
Residential, 2,000—2,999 sq. ft.	Dwelling	\$1,425
Residential, 3,000—3,999 sq. ft.	Dwelling	\$1,677
Residential, 4,000 sq. ft or more	Dwelling	\$1,896
Mobile home/RV park	Pad	\$780
Hotel/Motel	Room	\$981

324320 IMPACT FEES - TRANSPORTATION - COMMERCIAL

Land Use Type	Unit	Fee
Retail/shopping center	1,000 sq. ft.	\$1,752
Discount Superstore	1,000 sq. ft.	\$2,242
Bank, Walk-in	1,000 sq. ft.	\$2,043
Bank, Drive-in	1,000 sq. ft.	\$3,205
Supermarket	1,000 sq. ft.	\$3,298
Convenience market	1,000 sq. ft.	\$4,216
Golf Course	Acre	\$548
Marina	Berth	\$321
Racquet/Health Club	1,000 sq. ft.	\$3,584
Restaurant, Fast Food	1,000 sq. ft.	\$4,638
Restaurant, High Turnover	1,000 sq. ft.	\$4,464
Restaurant, Sit-Down	1,000 sq. ft.	\$3,244
Service Station	Fuel Position	\$1,030
Office, General	1,000 sq. ft.	\$1,404
Hospital	1,000 sq. ft.	\$2,262
Nursing Home	1,000 sq. ft.	\$786
Church/Synagogue	1,000 sq. ft.	\$883
School/College	1,000 sq. ft.	\$354
Day Care Center	1,000 sq. ft.	\$2,048
Other Institutional	1,000 sq. ft.	\$1,404
General Light Industrial	1,000 sq. ft.	\$888
Warehouse/Storage	1,000 sq. ft.	\$632
Mini-warehouse	1,000 sq. ft.	\$319

324610 IMPACT FEES - LIBRARY - RESIDENTIAL

Land Use Type	Unit	Fee
Residential, less than 500 sq. ft.	Dwelling	\$62
Residential, 500—749 sq. ft.	Dwelling	\$78
Residential, 750—999 sq. ft.	Dwelling	\$93
Residential, 1,000—1,499 sq. ft.	Dwelling	\$112
Residential, 1,500—1,999 sq. ft.	Dwelling	\$133
Residential, 2,000—2,999 sq. ft.	Dwelling	\$160
Residential, 3,000—3,999 sq. ft.	Dwelling	\$190
Residential, 4,000 sq. ft or more	Dwelling	\$217
Mobile home/RV park	Pad	\$149
Hotel/Motel	Room	\$0

324620 IMPACT FEES - LIBRARY - COMMERCIAL

No Library Impact Fees are assessed for Commercial Development

324611 IMPACT FEES – RESIDENTIAL – PARKS

Land Use Type	Unit	Fee
Residential, less than 500 sq. ft.	Dwelling	\$186
Residential, 500—749 sq. ft.	Dwelling	\$235
Residential, 750—999 sq. ft.	Dwelling	\$279
Residential, 1,000—1,499 sq. ft.	Dwelling	\$335
Residential, 1,500—1,999 sq. ft.	Dwelling	\$399
Residential, 2,000—2,999 sq. ft.	Dwelling	\$479
Residential, 3,000—3,999 sq. ft.	Dwelling	\$570
Residential, 4,000 sq. ft or more	Dwelling	\$649
Mobile home/RV park	Pad	\$447
Hotel/Motel	Room	\$243

324621 IMPACT FEES – COMMERCIAL – PARKS

No Parks Impact Fees are assessed for Commercial Development

341920 ENGINEERING FEES

The Land Development Code provides that City Council will establish and collect certain fees for engineering services.

Code Reference: Resolutions 02-06, 02-23, 04-13, 04-15

Responsible Department: Community Development Department/Engineering Division

Development Order Review Fees:

<i>TYPE OF APPLICATION:</i>	<i>E&S Review Fee</i>	<i>Engineering Review Fee</i>	<i>Floodplain Review Fee</i>	<i>Re-Review Fee</i>
MAJOR DEVELOPMENT or DEVIATION	\$200	\$200	\$25	\$100
MINOR DEVELOPMENT or DEVIATION	\$100	\$100	\$25	\$50
SIMPLE DEVIATION	\$100	\$100	\$25	\$50

341940 MARINE APPLICATION FEES

The collection of residential and commercial application fees is for review by the Harbor Board and Staff. NOTE: 10% of all fees collected within this section shall be accounted for and deposited in a separate account designated to support development review/compliance quality process improvement initiatives.

Code Reference: 11.05 Code of Ordinance

Responsible Department: Community Development/Planning Division

	Fee (Per Application or Letter)
RESIDENTIAL	\$50
COMMERCIAL	\$100

Net Positive environment Benefit (NPEB) is 25% of the cost of construction for all work performed in the Destin Harbor.

341911 MAPS & PUBLICATIONS

Monies collected for providing copies, to include but not limited to, maps, plats and documents.

Responsible Department: Public Services/City Manager's Office (GIS)

Standard data fees: \$3.10 / standard CD
 \$13.40 / standard aerial DVD
 \$13 / Aerial DVD

- Standard CD types are base vectors and aerial rasters. (Land use vectors available in future.)
- Base vector CD includes roads, water, 7.5-minute quads, quarter-quads, fire stations, city government buildings, libraries, parks, police stations, schools, flood zones, category storm surge, county border, city limits, zoning, future land use, community redevelopment agencies/areas, building footprints, digital elevations & aerial index.
- For parcels, contact Okaloosa County at 850-651-7958.
- In the future, free copies of standard CDs will be given quarterly to public library.
- Standard DVD types are base vectors and aerial rasters.
- Base vector DVD includes same layers as a Standard CD in un-zipped format.
- Aerial Raster DVD has same capacity as (3) CD's.

Standard Map Fees per page		
Size	Sparse Shading	Dense Shading
8.5 x 11 A	\$2.60	\$5.15
8.5 x 14	\$2.60	\$5.15
11 x 17 B	\$5.15	\$10.30
13 x 19	\$5.15	\$10.30
17 x 24 C	\$10.30	\$15.45
24 x 36 D	\$15.45	\$25.75
34 x 44 E	\$25.75	\$36.05

The above fees are based on map type, ink shading, and printing time, and color-copy fees at local company for small densely shaded maps. A map with over 25% of page shaded with solid ink is considered densely shaded. Custom requests are considered case by case with additional costs. Cost agreement may be in writing. Fulfilled only if costs are agreed upon, time is permitting, and media is practical. Includes but is not limited to:

- Any creation of new data.
- Any modification to existing data and maps.
- Any non-standard media (other than inkjet paper and CD's).
- Any non-standard format such as AutoCAD.dxf

Custom fees: \$22.65 / hour staff rate (calculated in 15-min increments, no charge for first 15 min), plus media.
 \$3.10 / 650mb CD media, \$13.40 DVD media.

Section 3 Licenses and Permits: Business Tax Receipts (aka business licenses), Rental Registration (LTR/STR), Livery Permits, Vendor Permits, Marine Application Fees, Code Violations

316000 Local Business Taxes (aka Business Tax Receipts aka BTRs)

Fees levied by the City on all businesses, trades, and professions operating with the City or transacting business in interstate commerce where such tax is not prohibited by Sec. 8, Article 1 of the United States Constitution.

Local Business Tax Receipts are invoiced in July and due on October 1 each year. They expire September 30 the succeeding year. A Business Tax Receipt may be transferred to a new owner upon payment of a transfer fee and presentation of evidence of the sale and the original BTR. Receipt holders must comply with all applicable codes of the City and County, including building, fire, and health codes and zoning laws. Fees renewed after October 14 are subject to up to up to 25% in penalties.

Code Reference: F.S. Chapter 166.201, 205.042, 205.043, 205.053, Sec. 13-40 Code of Ordinances

Responsible Department: Community Development/Building Division

1. Charter boats: All charter boat or fare-carrying boat businesses shall pay a per boat base fee plus a per passenger fee based upon Coast Guard certified passenger capacity.

Charter boats, per boat base	\$50 per boat
Charter boats, per passenger fee	\$1 per passenger

2. Coin-operated machines: All businesses or activities utilizing coin-operated machines, except pay telephones, shall pay a BTR based upon the number of such machines. The local business tax fee will be determined based upon the total number of coin-operated machines the business or activity utilizes within the corporate limits of Destin, with a list of individual locations of coin-operated machines to be provided by the business or activity making application for a license. The owner of the business or activity shall make sufficient copies of the issued license for display at each coin-operated machine location.

Vending machines are those coin-operated devices which dispense a product in exchange for a coin, i.e., soft drinks, candy, grooming aids, cigarettes, etc. Amusement machines include devices such as pinball, electronic games, pool tables, skeet ball, juke boxes, etc. Laundry machines include washers, hot air dryers and dry-cleaning machines.

Amusement machines, per machine	\$10
1 to 10 vending machines	\$50
11 to 25 vending machines	\$100
26 or more vending machines	\$150
1 to 25 coin-operated washing machines and dryers	\$50
26 to 50 coin-operated washing machines and dryers	\$100
51 or more coin-operated washing machines and dryers	\$150

Section 3: Business Licenses and Permits

3. Commercial fishing: Net boats, long line and all other commercial non-charter fishing businesses which sell seafood for profit, either retail or wholesale, shall pay a fee based upon the greatest number of vessels.

First boat	\$50
Each additional boat	\$25

4. Contractors and subcontractors: The classifications below are as defined in Florida Statutes Section 489.105.

General contractor	\$125
Building contractor	\$100
Residential, sheet metal, roofing, electrical, class A air conditioning, mechanical, plumbing, and commercial swimming pool contractors and subcontractors	\$75
Class B air conditioning and residential swimming pool contractors and subcontractors	\$50
Class C air conditioning and swimming pool service contractors or subcontractors	\$50
Handymen and similar craftsmen	\$25
All other contractors and subcontractors not listed herein	\$50

5. Food and beverage establishments:

Restaurants, cafes, snack bars, dining rooms, lounges, taverns, nightclubs and the like, whether operating in conjunction with some other line of business or not, base minimum plus per seat	\$50 min \$1 per seat
Snack counters, drive-ins, catering services, take-out services which maintain no seats, or like businesses which may provide some seating but whose primary nature of business is take-out or delivery of food and/or beverages	\$50

6. Gasoline stations (including marinas). The annual BT fee shall be based upon the maximum number of vehicles/vessels which can be serviced at any given time, in addition to other fees as may be required pursuant to this article.

1 to 4 vehicles/vessels	\$50
5 to 10 vehicles/vessels	\$100
11 to 15 vehicles/vessels	\$150
16 or more vehicles/vessels	\$200

7. Insurance:

Each insurance company writing any class of insurance upon any person or property residing or located within the city	\$50
Insurance agent or firm doing such business as agent or other representative of insurance company or companies, for each place of business	\$100

Section 3: Business Licenses and Permits

Each traveling or itinerant insurance agent or solicitor, soliciting business within the city	\$100
Insurance solicitors employed by, or representing, insurance agents who have an annual license as provided by this section	\$50

8. Leisure rentals: Businesses renting boats, yachts, jet skis, beach equipment, sailboats, motorcycles, mopeds, bicycles, or other similar equipment shall pay a BT fee based upon the number of units. The local business tax fee will be determined based upon the total number of leisure rentals the business or activity rents to the public within the corporate limits of Destin, with a list of individual locations of leisure rental setups to be provided by the business or activity making application for a BT receipt. The business owner or manager shall be responsible for making copies of the issued receipt, with a copy of said license to be distributed to each location site.

1 to 10 units	\$50
11 to 20 units	\$100
21 to 30 units	\$150
31 or more units	\$200

9. Marinas, dry docks, boat storage: Marinas, dry docks and boat storage annual license fees will be based upon the number of spaces for rent.

Spaces	Wet	Dry
1 to 3	\$50	\$50
4 to 10	\$100	\$50
11 to 20	\$150	\$75
21 to 40	\$200	\$100
41 to 60	\$250	\$125
61 or more	\$300	\$150

10. Professionals: The fees referenced in this section apply to each individual pursuing such profession or professional activities and not against the firm, partnership or corporation. Therefore, each individual must obtain a separate receipt rather than one (1) receipt being acquired by a firm, partnership or corporation. It shall be the responsibility of the principle of each firm to provide to the city a list of individual professionals working from or in the firm's office at the time of application, and to notify the city each time additional professionals assume professional working activities from the office. Each professional is responsible for acquiring his/her individual license BTR and shall post the issued BTR in a conspicuous place in the office in which the professional conducts business activities.

Class 1: Accountants/certified public accountants, architects, attorneys, chiropractors, dentists, engineers, medical doctors, opticians, optometrists, psychiatrists, psychologists, surveyors, and veterinarians	\$150
Class 2: Real estate brokers and stockbrokers	\$100
Class 3: Real estate agents, barbers, beauticians, cosmetologists, electrologists, and others not referenced in class 1, class 2, or in the insurance category (item 7 above)	\$25

Section 3: Business Licenses and Permits

11. Rental units: All hotels, motels, houses, cottages, condominium units, trailer spaces, boardinghouses and all other units or spaces rented. The local business tax fee will be determined based upon the total number of rental units the business or activity manages within the corporate limits of Destin, with a list of individual locations of rental units to be provided by the business or activity making application for a BTR. The business owner or manager shall post the issued BTR in a conspicuous place in the office which manages the rental units.

1 to 4 units	\$25
5 to 10 units	\$50
11 to 50 units	\$100
51 to 100 units	\$200
101 to 200 units	\$300
201 to 500 units	\$400
501 or more units	\$500
Mini-warehouse storage facilities	\$200

12. Retail, wholesale, manufacturing, services, financial institutions, clubs, pawnshops, private schools, car rentals, hospitals, clinics, advertising agencies, consultants, etc. All financial institutions and businesses selling goods, either wholesale or retail; businesses for the manufacture or assembly of goods; businesses providing services; all clubs, including golf, racquetball, swimming, health, social and the like; miniature golf, water slides and bowling alleys; private schools of any description; automobile rental agencies; and wrecker towing services shall pay a fee based upon the total number of employees. An employee shall be defined as any person actively connected with the business working within the city limits. An affidavit may be requested to accompany the application for such BTR stating the greatest number of individuals employed during any twenty-four-hour period during the preceding business tax year. The City Manager or his designee shall be supplied proof of the number of employees upon demand.

1 to 5 employees	\$50
6 to 20 employees	\$100
21 to 50 employees	\$150

13. Taxicabs, limousines, buses, private ambulances, courtesy cars, delivery cars, etc.: The annual BTR fee shall be a per-unit charge.

Taxicabs, per unit	\$50
Limousines, per unit	\$100
Buses: up to 40 passengers, per unit	\$100
Buses: 41 or more passengers, per unit	\$150
Courtesy/delivery cars, private ambulances, per unit	\$50

Section 3: Business Licenses and Permits

14. Theaters: Annual BTR fees will be based upon seating capacity.

1 to 30 seats	\$50
31 to 100 seats	\$100
101 to 300 seats	\$150
301 to 500 seats	\$200
501 to 750 seats	\$250
751 or more seats	\$300

15. Miscellaneous.

Any business activity not listed	\$200
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OTHER PERMITS AND LICENSES

329500 Rental Registration

The collection of administrative fees for the processing of applications for long- and short-term rental according to the following schedule: NOTE: 10% of all fees collected within this section shall be accounted for and deposited in a separate account designated to support development review/compliance quality process improvement initiatives.

Code Reference: Chapter 13, Code of Ordinance Article 6 and Article 7

Responsible Department: Code Compliance Department

Long-term Rentals:

The registration is valid May 1st to May 1st.

Rental Unit	\$50
Multiple rental units (i.e., apartment complex) located on one single parcel with onsite property management	\$50 Single Registration fee Via the onsite property management
Multiple rental units not located on one single parcel and no available onsite property management	\$50 Per Unit
Late Fee (after June 1 st)	\$50 After July 1st

Short-term Rentals:

Rental unit is a single-family dwelling unit as defined in Chapter 13, Code of Ordinance. The total fee may include an administrative (paper application) fee of \$25, a reapplication fee of \$25, in addition to the rental registration fee based upon building total area square footage (as per Okaloosa Property Appraiser Building File data) as follows:

Up to 2499 square feet (TOTAL SQUARE FOOTAGE)	\$500
2500-4999 square feet	\$600
5000+ square feet	\$700

Section 3: Business Licenses and Permits

Additional short-term rental fees that may apply:

Administrative Fee (Paper Application)	\$25
Late Fee after March 31 st	\$100
Late Fee after June 1 st	\$500

329400 Livery Vessel Permitting

The Land Development Code provides that City Council will establish and collect fees for the issuance of Livery Vessel Permits. NOTE: 10% of all fees collected within this section shall be accounted for and deposited in a separate account designated to support development review/compliance quality process improvement initiatives.

Code Reference: Ordinance 17-02-CC

Responsible Department: Code Compliance Development

Livery Vessel Permit Fee	\$100 Per Vessel
Late Fee, per vessel After March 1 st of every calendar year	\$25

329504 Beach Management Vendor Permits

The Land Development Code provides that City Council will establish and collect fees for the issuance of Beach Vendor Permits. NOTE: 10% of all fees collected within this section shall be accounted for and deposited in a separate account designated to support development review/compliance quality process improvement initiatives.

Code Reference: LDC 11.08.03

Responsible Department: Code Compliance Department

Wheeled Vehicle Permit, per vehicle	\$50
Beach Vendor Permit, per location	\$150
Late Fee, per location	\$25

329508 Sexually Oriented Business License

Ordinance 09-06-LC provides that City Council will establish and collect fees for the issuance of annual licenses for purposes of ensuring compliance with certain regulations. All licenses shall expire on September 30th of each year unless otherwise suspended or revoked. Applications for renewal shall be made at least 20 days before the expiration of the license. The fines for operating a sexually oriented business without business and employee licenses may be \$250 to \$500 and/or jail for a period not to exceed sixty days for each violation day.

Code Reference: Ordinance 09-06-LC

Responsible Department: Code Compliance Department

Initial Application Fee, per business	\$250
Annual Renewal Fee, per business	\$100
Initial Application Fee, per employee	\$50
Each Additional License, per employee	\$20
Annual Renewal Fee, per employee	\$50
Annual Renewal of each additional license per employee	\$10

354100 Code Violation Fines

These are fines assessed by the Code Board for non-compliance of violations. In the case of a first violation, the code enforcement board may order the violator to pay a fine not to exceed two hundred fifty dollars (\$250.00) for each day the violation continues past the date set by the board's order for compliance.

In cases where the code enforcement board has found that a repeat violation has been committed, the board may order the violator to pay a fine not to exceed five hundred dollars (\$500.00) for each day the repeat violation continues beginning with the date the repeat violation is found to have occurred by the code inspector.

Code Reference: Chapter 14 of the Code Ordinances, Section 14-81.

Responsible Department: Code Compliance Department

Special Magistrate

The Code of Ordinances provides that City Council will establish and collect fees for the prosecution of cases heard before the Special Magistrate.

Administrative Fee: \$500.00

Code Reference: Code of Ordinance Section 14-81

Responsible Department: Code Compliance Department

Section 4 Miscellaneous: Parking Fees and Fines, Clerk's Office, Cemetery, Election Qualifying Fees

344500 PARKING FACILITIES USER FEES

Harbor District: North of highway 98, the Marler, Community Center, and Zerbe parking lot fees are \$5.00 for up to 24 hours.

Beach Zones: Parking in the beach zones south of Highway 98 is \$5.00 for five (5) hours.

No parking is allowed between 11pm and 3am in the parking lots nor in the Beach Zones.

Code Reference: Resolutions 19-05

Responsible Department: Code Compliance Department

354300 PARKING FINES

Payments collected from parking fines related to parking issues throughout the City limits.

Parking Lot Fines in following areas: Marler, Zerbe, Community Center, Beach paid parking zones \$33

Other parking infractions \$30

Responsible Department: Code Compliance Department

351000 TRAFFIC FINES

A police officer may issue a ticket for any moving violation as set forth in the provision of the Code of Ordinances.

Code Reference: Florida Statutes 34.191; 142.03; 316.660; 318.21

Responsible Department: Community Development

341930 ELECTION QUALIFYING FEES

Elections for candidates running for office in accordance with the City's charter, Section 5.03 Qualifications.

"Candidates for the offices of City Council member and Mayor shall qualify for such office by the filing of a written notice of candidacy with the designated city official, by the payment of any applicable qualifying fee at such time and in such manner as may be prescribed by ordinance." For the March 2004 election was \$25 per candidate.

Code Reference: City Charter Section 5.03

Responsible Department: City Clerk's Office

364200 CEMETERY LOT SALES.

The City Code provides for City ownership and operation of cemeteries. The City has separate fees for both residents and non-residents.

Code Reference: Resolution 01-23, 11/05/01

Responsible Department: City Clerk's Office

	RESIDENTS	NON-RESIDENT
BURIAL LOT, EACH	\$1,100	\$1,600
UPRIGHT HEADSTONE PHASE II	\$1,350	\$2,150
DISINTERMENT FEE	\$257	
MAUSOLEUM NICHE	\$618	\$875
SEA MEMORIAL ENGRAVING	\$200 per visit	
WEEKEND/HOLIDAY GRAVE MARKING	\$77	

PUBLIC RECORDS DUPLICATION

Note: The City of Destin will expect/exclude all governmental agencies from photocopying and/or duplicating charges. This policy applies to federal, state, county, or municipal governments, their agencies, and divisions. All other exceptions are at the discretion of the City Manager.

COPIES, CERTIFIED COPY	\$1 PER PAGE + PHOTOCOPY CHARGE
COPIES, COMPUTER DISC	\$6 PER DISC
FAXED (LOCAL)	\$0.10 PER PAGE
FAXED (LONG DISTANCE)	\$0.30 FLAT RATE + PHOTOCOPY CHARGE
PHOTOCOPIES, AERIAL (LARGE-36"x60")	\$10 PER PAGE
PHOTOCOPIES, AERIAL (SMALL- 24"x 36")	\$5 PER PAGE
SITE PLAN Copies (36" x 24")	\$2 PER PAGE
PHOTOCOPIES, DUPLEXED	\$0.20 PER PAGE
PHOTOCOPIES, ONE-SIDED	\$0.15 PER PAGE
SPECIAL SERVICE CHARGE	\$24 PER HOUR OR \$4 PER TEN MINUTE INCREMENT

**FAXED COPIES LIMITED TO 25 PAGES OR LESS AND 8.5"x14"

Adopted August 05, 2019

Revisions approved at June 15, 2020 Regular Council Meeting

Revisions approved at the September 7, 2021 Regular Council Meeting

Code Reference: Resolution 19-11; Resolution 20-13; Resolution 21-11

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: September 7, 2021

TYPE OF AGENDA ITEM: Action Item

AGENDA OUTLINE NUMBER: 4.C.

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: August 25, 2021

SUBJECT: Stormwater Master Plan Update

I. BACKGROUND:

On August 17, 2020, Staff presented to the City Council the 2004 Stormwater Master Plan (SWMP) update. The update of the 2004 Stormwater Master Plan (SWMP) provided the following:

- Redefined drainage basins and flow rates
 - LIDAR and 2002 FEMA FIRMS
- Proposed list of projects and mitigation strategies
- Policy recommendations related to stormwater and flood control
- The plan included a total of 12 individual projects & 1 drainage basin study.

At the conclusion of the presentation, the Council directed staff to prioritize the list of projects based upon the Level of Service (LOS) established under the 2004 SWMP. (Attachment 1).

II. DISCUSSION: City staff reviewed the LOS and prioritized the proposed list based upon the following criteria:

- Public Safety, Health, and Welfare
- Hazard Potential
- Economic Impacts
- Water Quality Concerns

- Jurisdictional Compliance

Upon further review, Staff determined two projects should be reevaluated & removed:

- **Quail Run** – private infrastructure
- **Trista Terrace** – city portion of the project has been completed

In addition, City staff identified Eagles Landing Subdivision as a priority project.

Below lists eleven (11) prioritized projects using the established Level of Service (LOS) in order of priority:

1. **Diamond Lake (Indian Bayou/Indian Subdivision)**
 - o LOS E
2. **First & Second Street (Kelly Addition)**
 - o LOS D
3. **Four Prong Lake**
 - o LOS D
4. **Zerbe Street**
 - o LOS D
5. **Eagles Landing**
 - o LOS TBD
6. **Cross Street**
 - o LOS D
7. **Matthew & Scenic Hwy**
 - o LOS D
8. **Reddin Brunson**
 - o LOS D
9. **Burning Tree**
 - o LOS C
10. **Main Street & 98 Palms**
 - o LOS C
11. **Heritage Run**
 - o LOS B

In addition, to the prioritized list of projects, City staff has identified **three (3) study areas, and two City initiatives** based upon the modeling and flooding concerns:

Proposed Study Areas:

1. **Indian Bayou/Indian Lakes Subdivision**
2. **Kelly Addition & Bay Court**
3. **Destin Harbor**
 - o Water Quality

Two (2) proposed initiatives:

1. **Stormwater Infrastructure Maintenance Plan**
 - o City-wide Swale Initiative
2. **Establish a schedule for future Stormwater Master Plan Updates**
 - o The SWMP is required to maintain compliance under the NPDES permit and is a planning tool that can be used to secure grant funding for stormwater projects.

- o Establish a revolving 5-year update to coincide with NPDES permit reporting requirements.

A. Link to Strategic Goals / Objectives: Implement a Stormwater Management Plan that maintains water quality in support of our fishing and tourism industries.

B. Effect on Budget (EOB): none

C. Level of Service (LOS): Increased flood prevention and improved water quality.

III. CONCLUSION: Eleven (11) projects were identified in the Stormwater Master Plan Update and prioritized based upon the 2004 SWMP LOS. In addition, three (3) study areas and two (2) City initiatives were identified. Studies conducted within these areas will identify projects suited for Capital Improvement Projects (CIP), continuing service contracts, and grant funding. The 2004 SWMP was instrumental in securing an over \$3 million-dollar National Fish & Wildlife Federation (NFWF) grant. The grant secured funding to complete the remaining 2004 SWMP projects.

In the coming weeks, the prioritized project list, proposed study areas, and initiatives will be presented to the City Advisory Boards and Local Planning Agency (LPA) for recommendation to the City Council.

At this time, City Staff is requesting direction from the City Council regarding whether to proceed with the:

- **Prioritized Project List**
- **Identified Study Areas**
- **City Initiatives**

Specifically, whether the ranking of projects based upon the LOS, identified study areas, and initiatives reflect the goals and objectives of the City's strategic plan, existing stormwater issues, and public concern.

IV. RECOMMENDED MOTION:

Attachments:

1. LOS Scoring Criteria
2. LOS Criteria for Projects FY2021
3. Stormwater Masterplan Update PP 9.7.21

3.0 LEVEL OF SERVICE AND PRIORITIZATION CRITERIA

A Level of Service (LOS) scale is a convenient way to compare various stormwater management issues and alternatives. To calculate a LOS rating, specific criteria are used to rate each problem area and recommended alternative on a numerical scale. Cumulative scores fall within a range of values that can be used to evaluate and compare the LOS throughout a system. In developing a prioritized list of recommended alternatives for a stormwater management system, creating a LOS scale to determine which projects should be granted highest priority is essential.

3.1 LEVEL OF SERVICE FOR EXISTING CONDITIONS

To determine the overall LOS for a given area of concern, a list of specific ranking criteria can be used. For the Destin Stormwater Master Plan, LOS ranking criteria includes the following:

- Public Safety, Health, and Welfare Concerns
- Hazard Potential
- Economic Impacts
- Water Quality Impacts
- Jurisdictional Compliance

The sum total of all of these ranking criteria allows each area of concern to be assigned to a LOS category. The ranking criteria for problem areas are detailed in Table 3-1.

Table 3-1 Existing Conditions: Level of Service Criteria			
Ranking Criteria	Description	Minimum Score	Maximum Score
Public Safety, Health, and Welfare	A value is assigned based on the risk to public safety, health, and welfare created by a system that is not functioning properly. Problem areas that present the largest threat to public safety are assigned a score of 0, while those that present no threat to public safety are assigned a score of 25. Threats to public safety, health, and welfare include, but are not limited to, the flooding of buildings and/or public facilities, flooding that could impact utilities and/or potable water supplies, and areas that could facilitate the breeding of mosquitoes.	0	25
Water Quality	Systems that discharge directly to surface waters provide the greatest benefit when capable of providing water quality treatment to stormwater runoff prior to discharge. Problem areas that do not provide water quality treatment prior to surface discharge to water bodies receive a lower score than systems that utilize best management practices for improving water quality.	0	25

Table 3-1 Existing Conditions: Level of Service Criteria

Ranking Criteria	Description	Minimum Score	Maximum Score
Hazard Potential	The level of flooding experienced by structures, property, and roadways is assessed by an assigned hazard assessment value. Sites that experience major flooding received a smaller score than those with minimal to no flooding. Flooding of a depth greater than 6 inches along any evacuation route for any storm is assigned the minimum point value for the hazard assessment criteria.	0	20
Economic Impacts	Residential or commercial land that is flooded to a point where structural damage occurs creates an economic impact to each property owner. Areas with the potential to incur the largest economic impacts due to flooding are assigned the lowest score, while those with no potential economical impacts receive the largest score. The approximate value of damage incurred is also factored in to the assigned score.	0	20
Jurisdictional Compliance	Development of new stormwater management systems within the City limits are held to design criteria stated by the City LDC and the Florida Department of Environmental Protection (DEP). Criteria exist for retention, detention, and filtration systems that are intended to minimize flooding potential and improve water quality (for both ground recharge and surface discharge). Locations where stormwater management facilities are not designed to meet the minimum jurisdictional criteria are assigned the minimum value for this LOS category, while areas with best management practices received higher values.	0	10

Total scores were assigned for each problem area and are based on a scale of 0-100. The higher the cumulative score, the higher the existing LOS. The range of values for each LOS category is provided in Table 3-2.

Table 3-2 Level of Service Assignment

Cumulative Score	Level of Service Classification	
81 – 100 points	A	Excellent
66 – 80 points	B	Above Average
51 – 65 points	C	Average / Acceptable
31 – 50 points	D	Below Average
16 – 30 points	E	Significantly Deficient
0 – 10 points	F	Non-functional

The ranking of all problem areas and recommended alternatives are contained in Section 7 of this report.

LOS Ranking of Recommended Projects - Existing Conditions

Project Priority & Location	Public Safety, Health, & Welfare Concerns (0-25)	Hazard Potential (0-20)	Economic Impacts (0-20)	Water Quality Impacts (0-25)	Jurisdictional Compliance (0-10)	Cumalitive Score (0-100)	Current Level of Service (LOS)	Estimated Cost (2018 Dollars)	Notes
1 - Diamond Lakes	10	5	5	3	5	28	E	\$224,000	10 year flood. Requires slough to mitigative waterbody to support drainage for 3 subdivision. Priority Project.
2 - First and Second Street	15	10	10	10	5	50	D	\$120,000	10 year flood. Much of the developemtn is this area predates City & State SW reqs. Create a blend of road side swales that connect to exisitng drainage network and established outfall. Priorty Project.
3 - Four Prong Lake	15	5	10	10	5	45	D	\$450,000	10 Year flood. Public/private infrastucture. City/County stakeholders. All of the City ROW along James Lee Park will be part of this project. Project design to reduce City and County SW contibution to 4 prong lake. Medium Priority.
4- Zerbe Street	10	5	10	10	5	40	D	\$640,000	500 Year flood. Road side swale and/or exfiltration. Potential baffle box location. Medium Priority.

5 - Eagles Landing	10	5	10	10	2	37	D	TBD	10 year flood plane. Increase existing stormwater capacity, improve outfall function, and/or incorporate infiltration techniques due to poor soils in this location. Medium Priority.
6 - Cross Street	10	5	10	5	5	35	D	\$66,800	100 year flood. NFWF stormwater project under construcion as of 3.17.21. 700-800 Cross street block.
7- Matthew Blvd & Sceni	10	5	10	5	5	35	D	TBD	10 year flood. Project to correct minor raod and sidewalk flooding. Low priority.
8 - Reddin Brunson	10	10	10	5	5	40	D	\$450,000	50 year flood. Benefits two properties and Reddin Brunson alleyway. Medium Priority.
9 - Burning Tree Drive	15	15	10	15	3	58	C	\$174,000	500 year flood. Property aquisition or easement acquisitions - potenially 6 required
10- Main street & 98 Palms (SE corner)	20	15	10	15	5	65	C	TBD	10 year flood. Project to correct minor raod and sidewalk flooding. Low priority.
11 - Heritage Run Ditch	20	15	15	25	5	80	B	\$75,000	10 year flood. Regrading of exisitng ditch area. Public education on swales may be needed. Low Priority, ditch there functions.
Quail Run - removed	10	5	10	20	3	48	D	\$85,000	Isolated flood area. Not in a floodplain. Private Infrastructure. Entire project would require easements across SF & MF developments. By identifying project allows HOA grant oportunities.

Trista Terrace Court - City portion complete	10	10	15	10	2	47	D	\$560,000	10 year flood plain. Public/Private project. Infrastrucure belongs to City. Retention is owned by 2 property owners in the Emerald Heights subdivision. Medium Priority.
Indian Bayou /Indian Lakes (Preliminary Study)	10	5	10	10	5	40	D	TBD	10, 25, & 50 year floodplain. Multi jurisdictional. Coordiantion required. City/Okaloosa/ FDOT. Due to the size of the drainage basin (3 subdivisions & portions of commons drive) a study will need to be performed to determine constructable projects. High Priority.



STORMWATER MASTER PLAN UPDATE

ENGINEERING DIVISION
COMMUNITY DEVELOPMENT DEPARTMENT

September 7, 2021

BACKGROUND



August 17, 2020 – Staff presented to the City Council the 2004 Stormwater Master Plan Update. The update provided the following:

- Redefined drainage basins and flow rates
 - LIDAR and 2002 FEMA FIRMS
- Proposed list of projects and mitigation strategies
- Policy recommendations related to stormwater and flood control
- The update included a total of 12 individual projects & 1 Drainage Basin Study

City Council directed staff to prioritize the list of projects based upon the Level of Service (LOS) established under the 2004 Stormwater Master Plan (SWMP).

2004 SWMP Level of Service (LOS)



The projects were prioritized based upon the following:

- Public Safety, Health, and Welfare Concerns
 - Level of flooding risk to public safety, utilities, and potable water supplies
- Hazard Potential
 - Level of flooding experienced by structures, property, and roadways
- Economics Impacts
 - Residential or Commercial land that is flooded to a point where damage creates an economic impact to property owner.
- Water Quality Impacts
 - Level of flooding that proposes a risk to the Harbor and surrounding waterways
- Jurisdictional Compliance
 - Locations where stormwater facilities do not meet the City's LDC design criteria.

2021 SWMP Study Areas & Projects



One (1) drainage basin study was proposed for the Indian Bayou Subdivision. Upon further observation, City staff suggests including two (2) other study areas:

- Kelly Addition Subdivision Area
 - Mitigate Flooding and protect water quality
- Harbor Waterfront
 - Improve water quality

Twelve (12) projects were identified and two (2) were removed:

- Quail Run – Private Infrastructure
- Trista Terrace – City portion is completed

Upon further observation, City staff suggests including one (1) additional project:

- Eagles Landing Subdivision

2021 SWMP Study Areas



Identified Study Areas:

- Indian Bayou/ Indian Lakes Subdivision
 - Flooding & Water Quality Concerns
- Kelly Addition (Second & Third Street Area)
 - Flooding & Water Quality Concerns
- The Destin Harbor
 - Water Quality Concerns

Projects identified within these areas would be potential candidates for Capital Improvement Projects (CIP), continuing contract services, and/or grant funding.

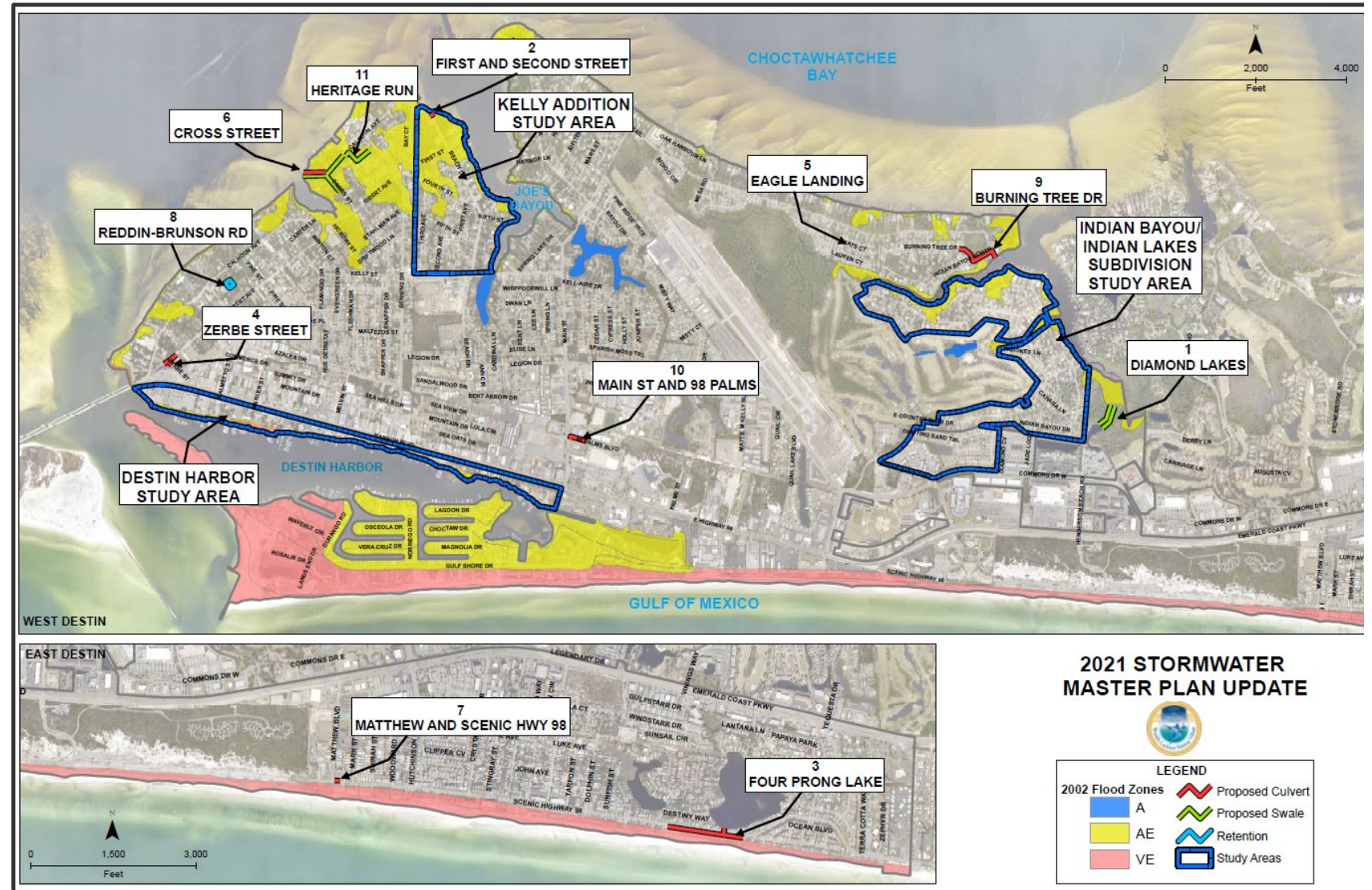
PROPOSED PRIORITIZED PROJECTS



1. Diamonds Lakes (Indian Bayou) – LOS E
2. First & Second Street – LOS E
3. Four Prong Lake – LOS D
4. Zerbe Street – LOS D
5. Eagles Landing – LOS D
6. Cross Street – LOS D
7. Matthew & Scenic Hwy – LOS D
8. Reddin Brunson – LOS D
9. Burning Tree – LOS C
10. Main Street & 98 Palms – LOS C
11. Heritage Run – LOS B

Level of Service Classification	
A	Excellent
B	Above Average
C	Average / Acceptable
D	Below Average
E	Significantly Deficient
F	Non-functional

STUDY AREAS & PRIORITY PROJECTS



PROPOSED CITY INITIATIVES

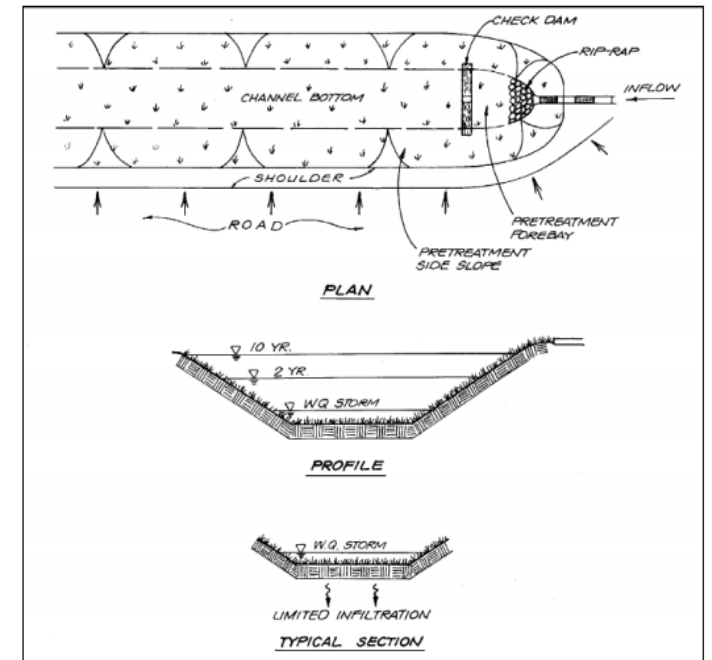


Stormwater Infrastructure Maintenance Plan:

- City-wide Swale Initiative
 - Public Education
 - Reconstruction and stabilization of existing roadside swales
 - Construction of new swales, where needed
 - Maintain NPDES compliance

Future Stormwater Master Plan Updates:

- Establish revolving 5-year review and update
- Coincide with NPDES permit renewal
- Planning tool to secure funding



Source: ARC, 2001

DIRECTION & RECOMMENDED MOTION



At this time, City Staff requests direction from City Council regarding whether to proceed with the:

- Project Prioritized List – as proposed
- Identified Study Areas
- City initiatives

Recommended Motion:

- 1) I move that City Council approve the project prioritization based upon the 2004 SWMP Level of Service, identified study areas, and city initiatives and that these items be brought before the City Advisory Boards for recommendation to Council.
- 1) I move City Council direct staff to revise the prioritization and bring back to City Council for consideration.

QUESTIONS OR COMMENTS

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: September 7, 2021

TYPE OF AGENDA ITEM: Presentation

AGENDA OUTLINE NUMBER: 4.D.

TO: City Council

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

FROM: Joe Bodi, Engineering Asst. II

DATE: August 25, 2021

SUBJECT: Water Access Locations

I. BACKGROUND:

City Council directed staff to review which rights-of-ways, properties, and easements with water access are best suited for public use, including the cost for clearing or cleaning up to make them accessible to the public and bring back suggestions.

II. DISCUSSION:

Staff identified a total of 30 locations that have water access. In the process of researching and reviewing these properties, staff have determined that a number of them have Code Violations and encroachment challenges. As such, staff has deemed it prudent to outline each access location along with the existing conditions. Locations have been separated into the following categories:

1. **Locations accessible by land and have no encroachment issues**
2. **Locations accessible by land and have encroachment issues**
3. **Locations not accessible by land and have no encroachment issues**
4. **Locations not accessible by land and have encroachment issues**

SUMMARY:

1. **Locations accessible by land and have no encroachment issues.** There are twenty (20) water access locations that have established public access. *There are no recommendations for these locations.*

2. **Locations accessible by land and have encroachment issues.** There is one (1) location at the west end of Harbor Lane that is accessible by land but has an

encroachment issue.

Encroachment Issue: The property has a block and landscaping that was placed by an adjacent property owner.

3. **Locations not accessible by land and have no encroachment issues.** There are three (3) locations, and they have no observable issues, but do not have established public access.

- The end of Bayview Street and Cobb Point Drive are unimproved, wooded rights-of-ways that are feasible to be cleaned up and provide public waterfront access.
- The unnamed Twin Lakes right of way is Phase 4 of the proposed Linear Park initiative. It is an off-grid public pathway that ties Airport Road at Twin Lakes Boulevard and at 98 Palms, and to the intersection with Commons Drive through the Gulf Power easement.

Staff requests bringing these items with basic design elements relative to the surrounding area to the respective Committees for comment and provide Committee recommendations and estimates back to City Council.

4. **Locations not accessible by land and have encroachment issues.** There are six (6) locations which have the following observable issues.

- Five (5) of these locations do not have established public access. These issues have an impact on design options for public access.
- Encroachment Issues: vehicle/trailer storage, material/debris storage, boat docks, wood fence.
- One (1) easement location: The Sterling Shores public beach access is completely closed off.

A. Link to Strategic Goals / Objectives:

- Enhance quality of life and safety of families, Objective 4A.
- Enhance the City's recreational and educational opportunities and 4B.
- Improve public use and safety of City parks, waterways and harbor.

B. Effect on Budget (EOB): TBD

C. Level of Service (LOS):

The level of service would be increased with each new water access being accessible to the public.

III. CONCLUSION: In order to complete the assessment and feasibility of providing public water access to unimproved public rights-of-way and rights-of-way with encroachment issues, Staff will need direction from the City Council.

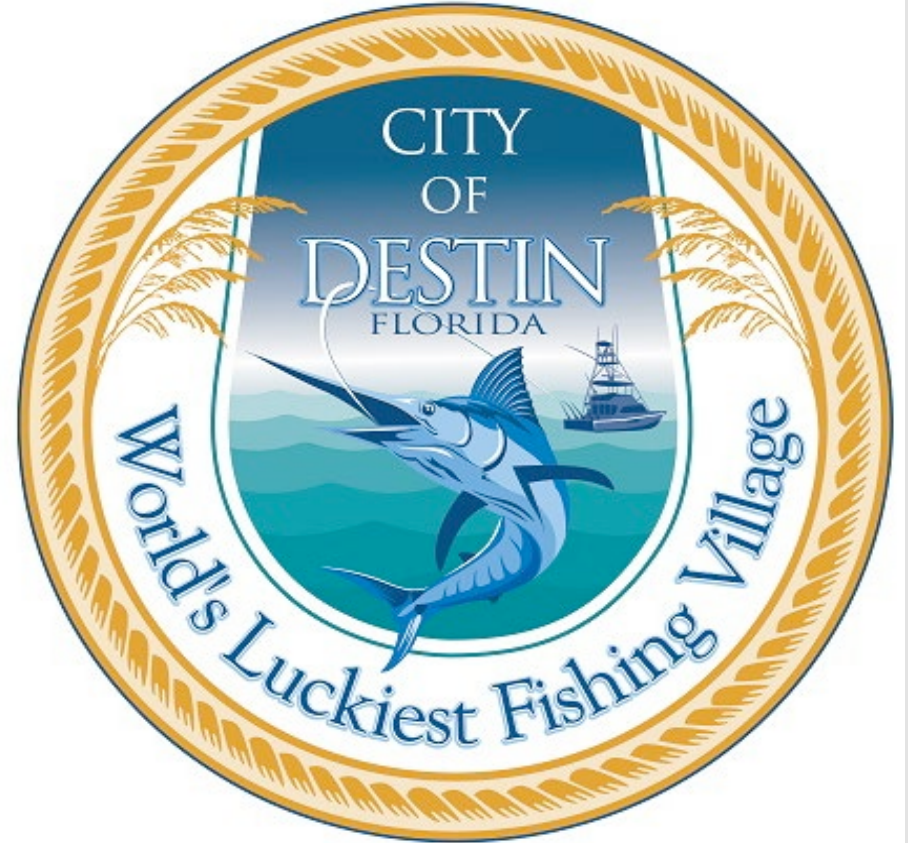
IV. RECOMMENDED MOTION:

Attachments:

1. Waterfront Access Locations PP

City Wide Water Accesses Issues and Potential Public Use

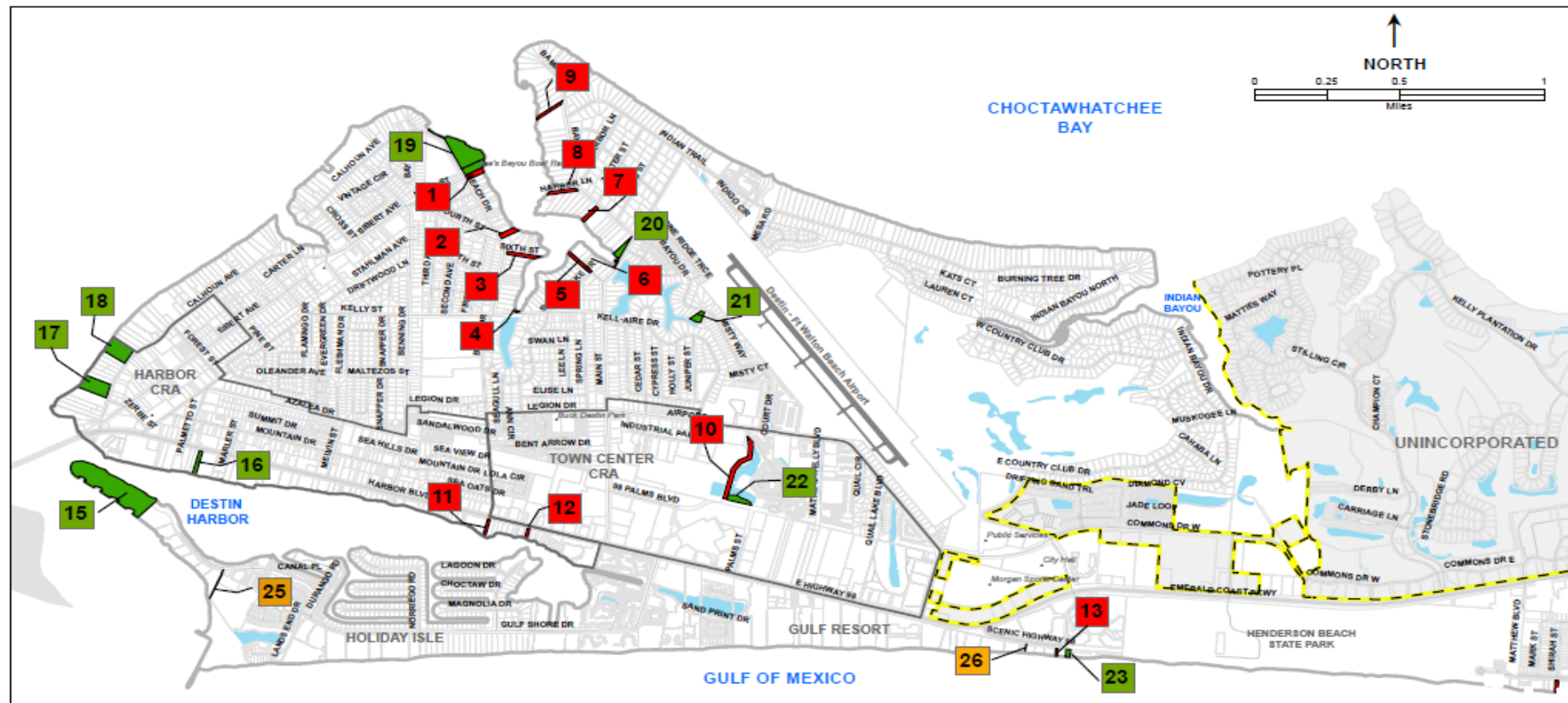
Community Development – Engineering Division
City Council Meeting



City Council Directive



City Council directed staff to conduct an analysis to determine which rights-of-ways, properties and easements are best suited for public use, including the cost for clearing/cleaning them up to make them accessible to the public and bring back some suggestions.

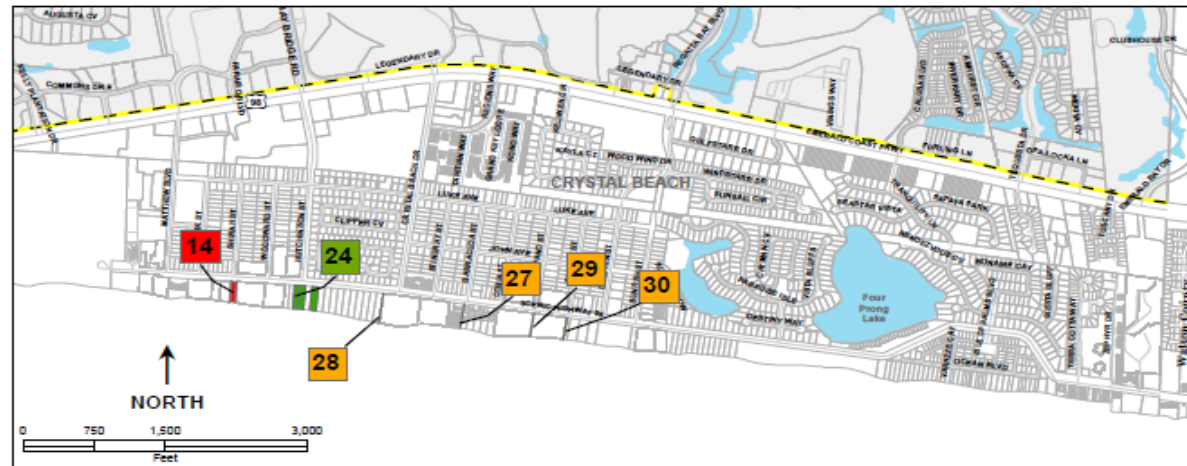
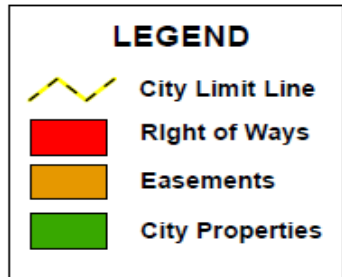


City Wide Right of Way, Properties and Easements with Waterfront Access

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

West Destin

East Destin



Break down of City Properties by the Numbers



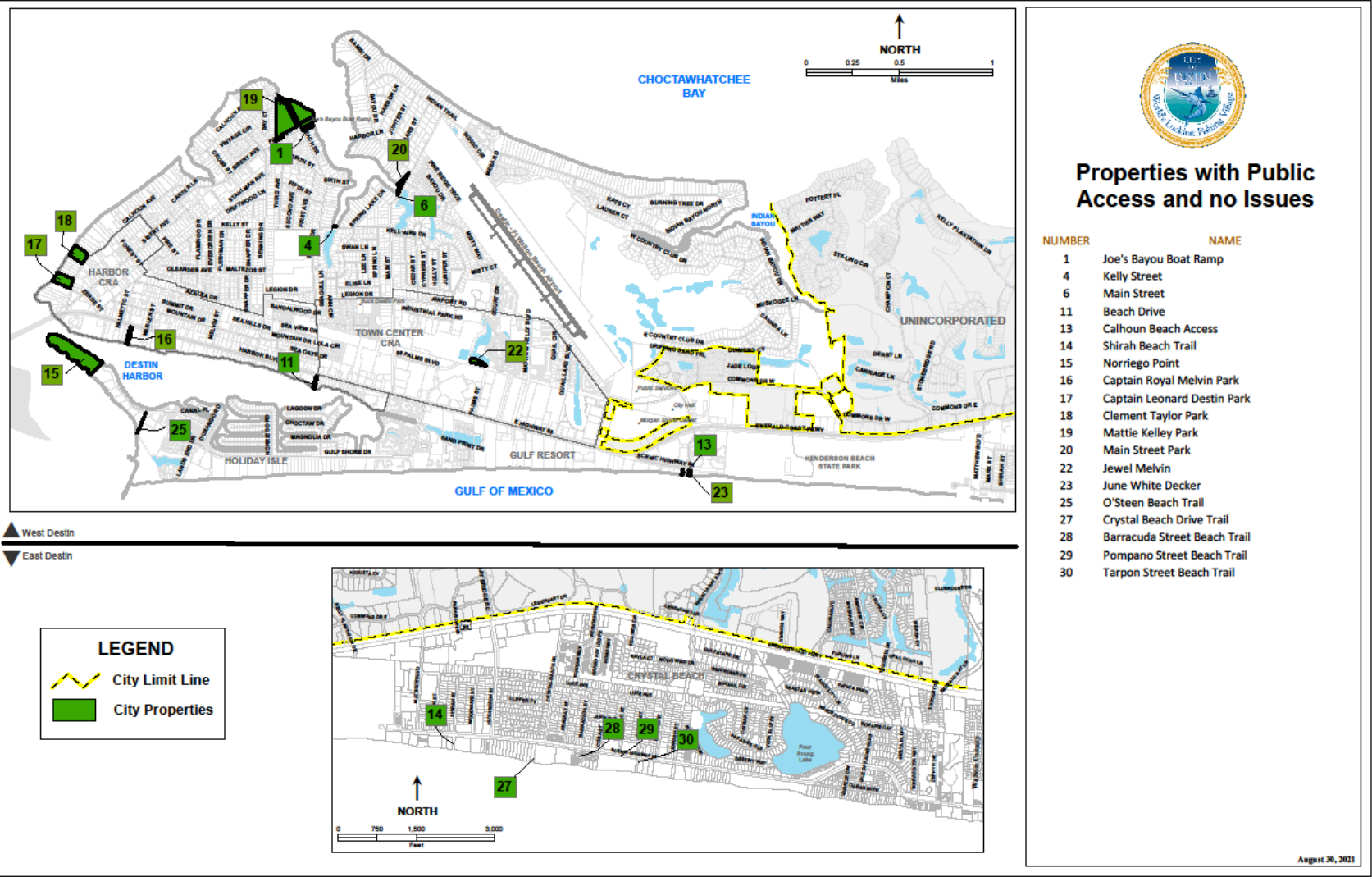
1. Properties with public access and no issues.

- 1 Joe's Bayou Boat Ramp
- 4 Kelly Street
- 6 Main Street
- 11 Beach Drive
- 13 Calhoun Beach Access
- 14 Shirah Beach Access
- 15 Norriego Point
- 16 Capt Royal Melvin Park
- 17 Capt Leonard Destin Park
- 18 Clement Taylor Park
- 19 Mattie Kelley Park
- 20 Main Street Park
- 22 Jewel Melvin
- 23 June White Decker
- 24 Shore at Crystal Beach
- 25 O'Steen Beach Access
- 27 Crystal Beach Dr Access
- 28 Barracuda St Beach Access
- 29 Pompano Beach Access
- 30 Tarpon Street Beach Access

Break down of City Properties by the Numbers



1. Properties with public access and no issues MAP.



Break down of City Properties by the Numbers



- 2. City Properties with access and issues.
- 8 Harbor Lane West

Block Wall

Break down of City Properties by the Numbers

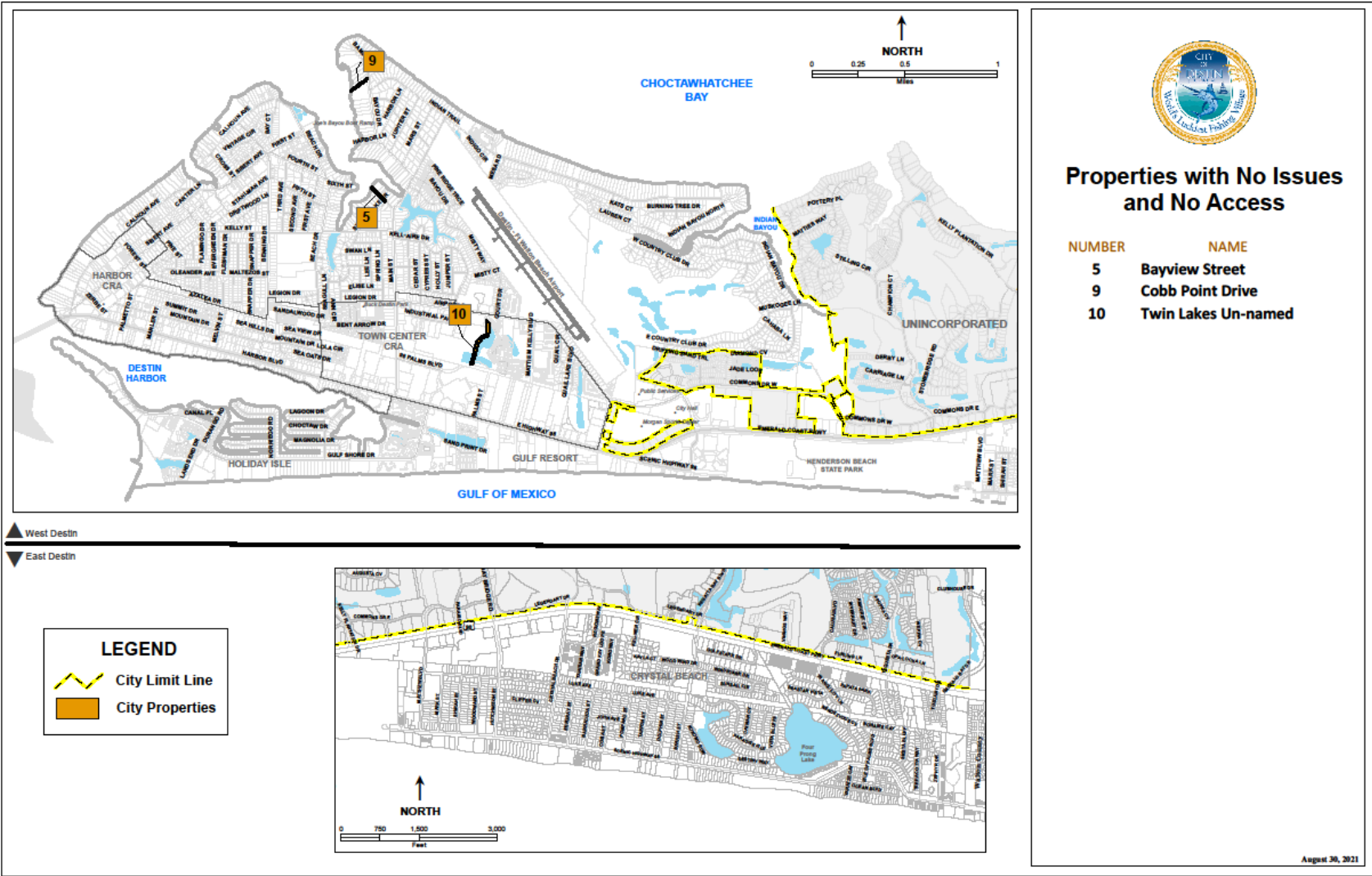


- 3. Properties with no access and no issues
 - 5 Bayview Street
 - 9 Cobb Point Drive
 - 10 Twin Lakes Un-named

Break down of City Properties by the Numbers



- 3. Properties with no access and no issues MAP



Break down of City Properties by the Numbers



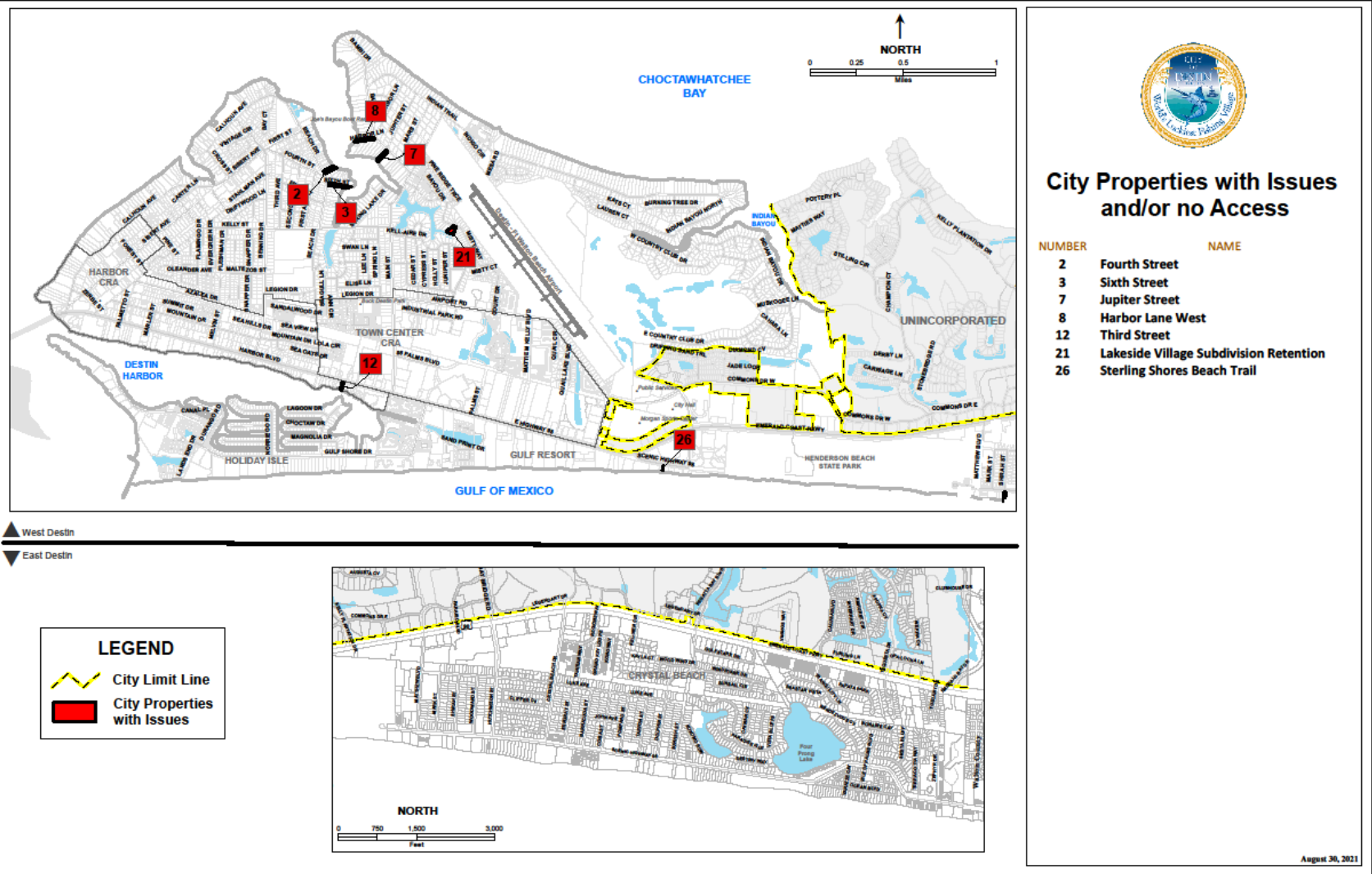
- 4. City Properties with no access and issues.
 - 2 Fourth Street Storage
 - 3 Sixth Street Docks
 - 7 Jupiter Street Debris/Storage
 - 12 Third Street Parking
 - 21 Lakeside Village Subdivision Retention Fence
 - 26 Sterling Shores Beach Access Closed off

Encroachments will affect options & estimates for improvements. Many of these would require Code Compliance Assistance, however, a couple of these pre-date the City's incorporation and would require some level of legal assistance.

Break down of City Properties by the Numbers



- 2. City Properties with access and issues MAP.
- 4. City Properties with no access and issues MAP.



Approach for Resolution and Conclusion



Requesting Action

Property with no access and no issues

Staff requests bringing these items with basic design elements relative to the surrounding area to the respective Committees for comment and provide their recommendations back to City Council.

City Properties with issues.

Most of these encroachments would go thru Code Compliance standard process.

Encroachments that pre-date the City's incorporation and would require some level of legal assistance and City Council Direction. These would require contacting the adjacent property owners to discuss removal of these encroachments.

The re-establishment of the Sterling Shores Beach Access may require some level of legal assistance and City Council Direction.

In all cases City Council will be updated on progress of the encroachments.

As these items are resolved they will be brought to the respective Committees for comment and provide their recommendations back to City Council.

QUESTIONS?



CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: September 7, 2021

TYPE OF AGENDA ITEM: Action Item

AGENDA OUTLINE NUMBER: 4.E.

TO: City Council

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

FROM: Donald Smith, City Engineer

DATE: August 27, 2021

SUBJECT: Route Selection for Zerbe/Calhoun Pedestrian Improvements Phase II

I. BACKGROUND:

On June 7, 2021, City Council approved Baskerville-Donovan for the Zerbe/Calhoun Pedestrian Improvements Phase II.

As a result, Baskerville-Donovan has since performed pre-design services that include site visits, reviewing available information, topographic survey, and met with the City to review possible routes. This information is captured in the attached bi-monthly Engineering Report.

II. DISCUSSION:

Baskerville-Donovan has identified 4 possible routes for the pedestrian improvements. Staff needs direction from council in order to proceed with the design.

The following options and associated pros and cons are being presented for council consideration to provide priority preferences. The primary concern is the 20' grade differential along Calhoun Avenue between Zerbe Street and US Highway 98/State Route 30. Compliance with the American Disabilities Act (ADA) will be challenging and the steep grade will not encourage use of the trail within the existing rights of way.

Route A**Pros:**

- *Less elevation difference than the total between Zerbe and US 98 – 15'
- *Does not require improvements to run along US Highway 98/State Route 30
 - Less Noise
 - More opportunity to provide pedestrian amenities
 - Trees
 - Benches
 - Water Features, etc..
- *Less exposure to the elements, primarily the sun
- *Less likely to require removal with subsequent maintenance or replacement of Marler Bridge
- *Best site corridor (comp plan)

Cons:

- *Must still traverse 15' of elevation difference between Zerbe and the cut-off point
- *Would require property acquisition or easements
- *Possible issues with safety if the property is not developed
- *May require repair of private seawall

Route B



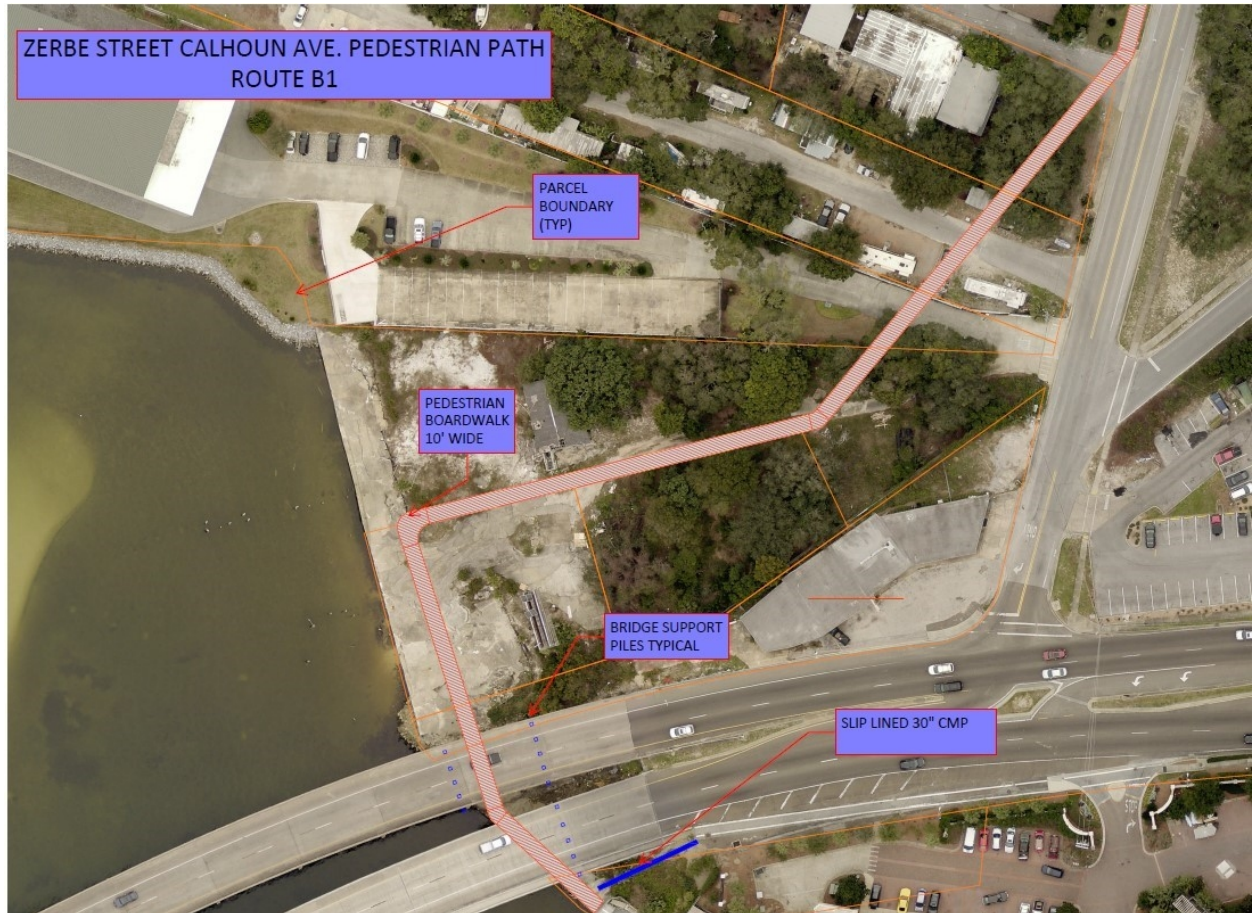
Pros:

- *Less elevation difference than the total between Zerbe and US 98 – 15'
- *Does not require improvements to run along US Highway 98/State Route 30
 - Less Noise
 - More opportunity to provide pedestrian amenities
 - Trees
 - Benches
 - Water Features, etc..
- *Less exposure to the elements, primarily the sun
- *Best site corridor (comp plan)

Cons:

- *Must still traverse 15' of elevation difference
- *Would require property acquisition or easements
- *Possible issues with safety if the property is not developed
- *Less likely to require removal with subsequent maintenance or replacement of Marler Bridge

Route C



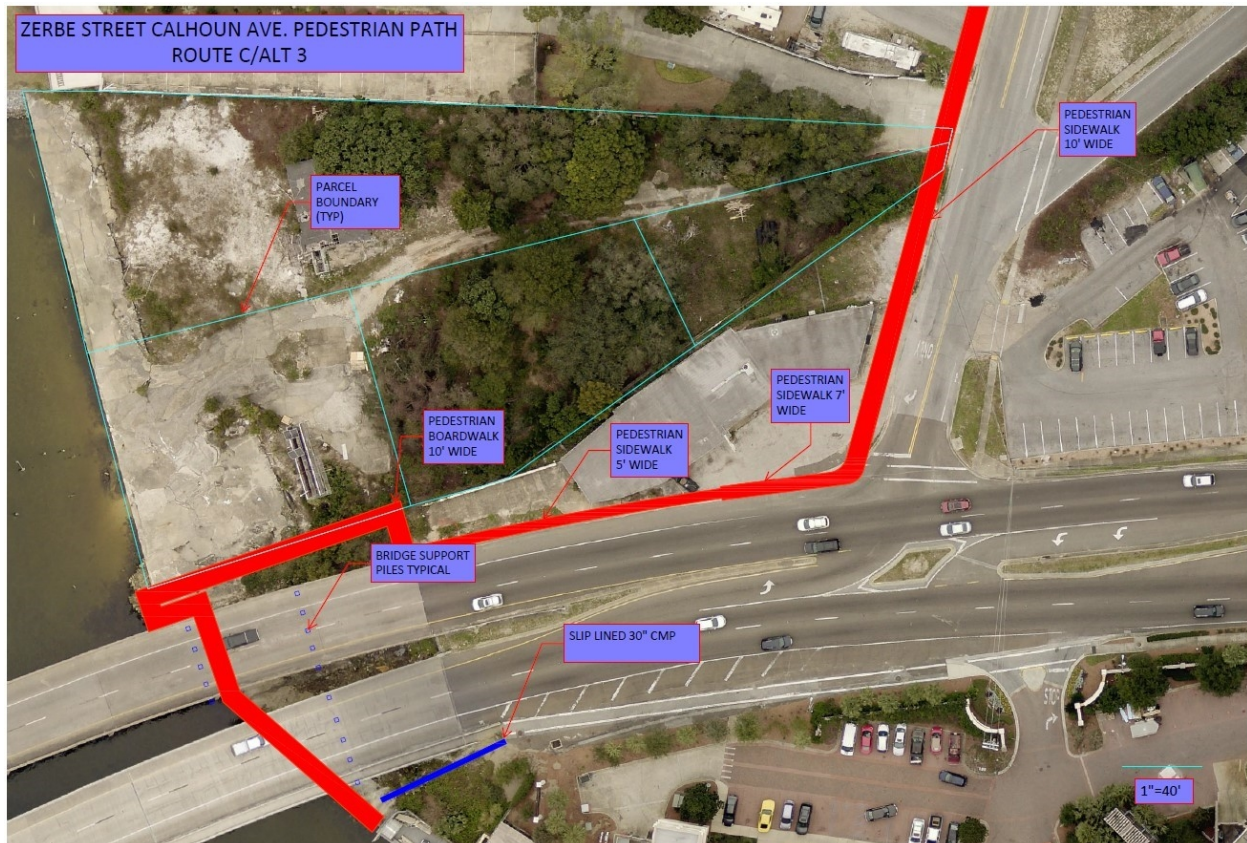
Pros:

- *No significant elevation difference. This route would provide a relatively level terrain between the Harbor Boardwalk and Zerbe Street.
- *Would be most encouraging as to the use of the facility
- *Does not require improvements to run along US Highway 98/State Route 30
 - Less Noise
 - More opportunity to provide pedestrian amenities
 - Trees
 - Benches
 - Water Features, etc..
- *Less exposure to the elements
- *Less likely to require removal with subsequent maintenance or replacement of Marler Bridge
- *Best site corridor (comp plan)

Cons:

- *Would require the most property acquisition or easements
- *Possible issues with safety if the property is not developed
- *May require repair of private seawall

Route D



Pros:

- *Least amount of acquisition and/or easements

Cons:

- *Requires improvements to run along US Highway 98/State Route 30
 - More Noise
 - More exposure to the elements
- *Less opportunity to provide pedestrian amenities
 - Trees
 - Benches
 - Water Features, etc..
- *Must still traverse 20' of elevation difference
- *Most ADA compliance issues
- *Most likely to require removal with subsequent maintenance or replacement of Marler

Bridge

*Most exposure to the elements

*Would require property acquisition or easements

*Possible issues with safety if the property is not developed

A. Link to Strategic Goals / Objectives: The completion of the Zerbe/Calhoun Pedestrian Improvements Phase II is a Council Objective

B. Effect on Budget (EOB): Below are the expenditures to date on Zerbe-Calhoun pedestrian pathways.

No funds were budgeted for FY 2022. Additional funds may be budgeted when engineering design is complete and an opinion of probable cost is available for Council to review.

ORG	DESCRIPTION	TOTAL ACTUALS 08/2017-08/2021	OPEN ENCUMBRANCES 08/31/2021	TOTAL	FY 2021 AVAILABLE BUDGET
31054334	TRANSPORTATION ST GRANT PROJ	54,298		54,298	
31054162	TRANS LCL OPT GAS TAX CIP	224,115		224,115	
35153951	IMPACT FEE/PHY ENV	23,890		23,890	
30558500	GENERAL FUND	23,668	198,069	221,737	9,183
31554032	MULTI-MODEL IMPACT CIP	112,000	91,900	203,900	43,600
31554132	ROAD IMPACT CIP	215,602	134,398	350,000	
		\$ 653,573	\$ 424,367	\$ 1,077,940	\$ 52,783

C. Level of Service (LOS): Increase the quality of life for Destin Residents and Visitors by improving the efficiency and safety of US Highway 98/State Route 30 by reducing pedestrian movements from the US Highway 98/State Route 30/ Stahlman Avenue Intersection.

III. CONCLUSION: Baskerville-Donavan has presented four (4) options for Council Consideration. Since all routes will require acquisition and/or easements, Staff requests council to provide a prioritized list of proposed routes.

IV. RECOMMENDED MOTION: I move that City Council prioritize the list of routes presented by Baskerville-Donavan, Options 1, 2, 3, or 4 (choose priority) and direct staff to proceed with design based on the prioritized list.

Attachments:

1. July 2021_ B-D_City of Destin _ Bi Monthly Engineer's Report



BASKERVILLE-DONOVAN, INC.
ENGINEERING THE SOUTH SINCE 1927

Bi-MONTHLY REPORTS

Prepared for
The City of Destin

July 2021



Zerbe Street – Calhoun Avenue Harbor Boardwalk/Multimodal Improvements

Prepared By:
Baskerville-Donovan, Inc.
449 West Main Street
Pensacola, Florida 32502
Engineering Business: EB-0000340
850-438-9661



City of Destin
Engineer's Report
July 22, 2021

Projects

Project Manager

Zerbe Street – Calhoun Avenue Harbor
Boardwalk/Multimodal Improvements

Michael Langston

Narratives

Zerbe Street – Calhoun Avenue Harbor Boardwalk/Multimodal Improvements

The Zerbe Street – Calhoun Avenue Harbor Boardwalk/Multimodal Improvements project was initiated on June 30, 2021. Phase 1 began with development of concept plans and a kick off meeting on July 8 at the City Annex in the Council Chambers (meeting minutes attached). As part of the meeting BDI provided 3 routes (A, B, and C) for discussions (concepts are attached).

Route A connects to the sidewalk at Captain Leonard Destin Park and ultimately connects to the Destin Harbor Walk Pedestrian path. This route crosses parcel 00-2S-22-0630-0000-1110; 00-2S-22-0630-0000-1130; and 00-2S-22-0630-0000-111B owned by Sandman Development Inc.

Route B connects to the sidewalk at Captain Leonard Destin Park and ultimately connects to the Destin harbor Walk Pedestrian path. This route traverses parcel 00-2S-22-0630-0000-1190; 00-2S-22-0630-0000-119B; 00-2S-22-0630-0000-111B; and 00-2S-22-0630-0000-1130 owned by Sandman Development Inc.

Route C connects to the sidewalk at Captain Leonard Destin Park and ultimately connects to the Destin Harborwalk Pedestrian Path. This route is within the ROW.

Route C avoids impacting private property but BDI proposed Route A as the engineers preferred route for the following reasons:

- Avoidance of utility relocations
- Avoids Slopes along Calhoun that appear to be outside of ADA tolerances as they relate to walking paths.
- Maintains a safe travel way that avoids circulating pedestrians onto US 98 near Marler bridge.
- Avoids the use of multiple switchbacks near Marler Bridge.
- Does not encroach on the FDOT maintenance access for the bridge abutments.
- Avoids path constriction at US 98 to stay in the ROW.

The meeting concluded with direction from staff to stand by until contact could be made with Sandman Development.

City of Destin staff set up a site visit on July 21 to discuss project obstacles and come up with a best approach. The outcome of that site visit is recorded in the Field Notes attached.

BDI and staff walked the site beginning on the south side of Marler Bridge along the water's edge to the entrance drive of the Destin Marina on Bay. From discussions with staff, BDI was directed to develop an alternate path that would traverse the Destin Seafood Club, Destin Marina on Bay, Sides Moreno Point West and Sandman Development properties. Concept Sketches A1 and B1 are attached that incorporate Recommendations. Staff also directed BDI to make initial contact with Sides Condo Association for feedback on the use of their property along Calhoun Ave.

7-8-2021 Meeting Minutes

MEETING MINUTES

Date: 7/8/2021

Project: Zerbe Street Calhoun Avenue Harbor Boardwalk/Multimodal Improvements

Attendees: Jeff Cozadd; Catherine Card; Krystal Strickland; Don Smith; Joe Bodi;
Webb Warren; Joey Forgione; Louis Zunguze; Jason Frick; Michael Langston;
Lisa Firth

A meeting was held at the Destin City Annex in the Council Chambers on July 8th at 3:30 PM. The meeting intent was to formally “kick off” the Zerbe Street Calhoun Avenue Harbor Boardwalk/Multimodal Improvements project with discussions about project vision and concerns.

- The meeting began with introductions and an overview of the goals and intent of the project by Mike Langston.
- Mike described some of the general obstacles that are anticipated in the project and included:
 - Height restrictions on driving piles beneath the bridge. Proposed foundations outside of the bottom lower chord and modular walking sections.
 - Being able to provide satisfactory FDOT maintenance access to the bridge. Discussed brief conversations with FDOT and they are concerned with having an adequate maintenance easement to maintain the bridge abutments and associated structure.
 - Visible erosion on the shoreline. Do we want to erect a pedestrian path on top of a long term erosion problem?
 - Redirecting the 30” CMP to flow under the pedestrian path.
 - Concerns about pedestrian circulation directly adjacent to HWY 98 and the safety implications.
 - Maintaining a fully Compliant ADA walking path along Calhoun where the roadway grades appear to be above the limit.
- Krystal discussed ongoing projects that could impact Zerbe/Calhoun and suggested further coordination with the project specifics. A brief description of the projects included:
 - Relocation of underground utilities.
 - Broadband improvements
 - Stahlman Intersection possible pedestrian tunnel.
- Webb discussed a County wide multimodal connector project.
- Mike Langston presented the 3 concept routes to the group for discussion.

- Route C was described first and was the least favored option for the following reasons.
 - Utility conflicts along Calhoun
 - Maintaining ADA compliance (ramping up along Calhoun and ramping down at the bridge abutment)
 - FDOT maintenance Access will be severely limited.
 - Reduced corridor widths along the path (10' down to 7' down to 5' and back up to 10')
 - Route A was presented second and was the favored option of BDI for the following reasons:
 - Utilities are avoided.
 - Meeting ADA compliance standards could be easily achieved without using switchbacks.
 - Pedestrian path width could be maintained throughout the corridor.
 - FDOT maintenance can be maintained within the FDOT ROW.
 - Safety concerns avoided by re-directing away from HWY 98.
 - Route B was presented last and was the second favored option for similar reasons as above except:
 - The route bisects the adjacent property and will reduce options to develop the property.
 - FDOT access might be limited in the current configuration but the pathway can be modified as needed to allow for maintenance.
- City staff discussed the need to ensure that poured in place ADA truncated domes (pavers) are implemented where required and according to the City of Destin design criteria.
 - The group then discussed that route A was proposed in a previous project and that the property owner was not willing to give the City access.
 - The group discussed moving forward with internal discussions on property acquisition.
 - Mike discussed that we could provide modular sections that could be removed in the event that FDOT needs to perform major maintenance. This type of configuration could also be removed prior to a major storm event.
 - Mike asked the group for direction on the placement of the observation deck and discussed the need to keep all construction and fixed walkways above the mean high water line to avoid federal and state permitting.
 - Don asked Lance about a BDI presentation to the City Council to gain consensus for Route A. It was also discussed that Lance would do outreach prior to any presentations to the council.
 - Krystal asked BDI to provide a ROM estimate of the proposed route and to include property acquisition.
 - Don Smith asked Mike to provide bi-weekly updates about the project.

- Don Smith also asked BDI to keep track of time and efforts while decisions are being made in case the project is extended beyond the agreed schedule.
- Lisa asked if the design would consider low maintenance materials and design considerations. The city is currently using WearDeck composite decking on similar projects.
- Mike also stated that we need to move forward on survey efforts in the interim.
- Joe asked if turtle friendly lighting was included and mike confirmed that it was.

Design Concept Drawings (Route A,B,&C) attached.

Route A

ZERBE STREET CALHOUN AVE. PEDESTRIAN PATH
ROUTE A

PARCEL
BOUNDARY
(TYP)

PEDESTRIAN
BOARDWALK
10' WIDE

BRIDGE SUPPORT
PILES TYPICAL

SLIP LINED 30" CMP

1"=40'

Route B

ZERBE STREET CALHOUN AVE. PEDESTRIAN PATH
ROUTE B

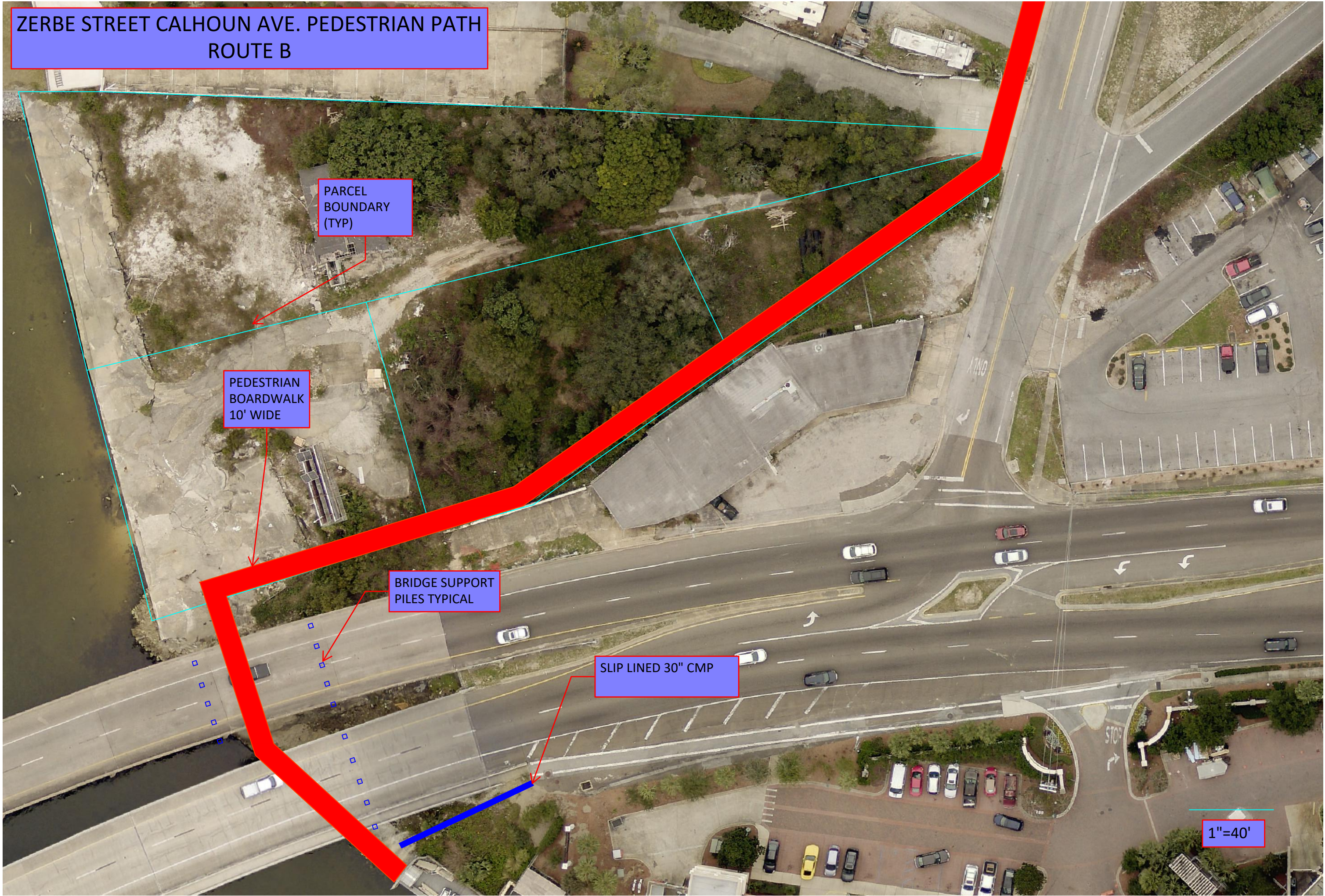
PARCEL
BOUNDARY
(TYP)

PEDESTRIAN
BOARDWALK
10' WIDE

BRIDGE SUPPORT
PILES TYPICAL

SLIP LINED 30" CMP

1"=40'



Route C

ZERBE STREET CALHOUN AVE. PEDESTRIAN PATH
ROUTE C/ALT 3

PARCEL
BOUNDARY
(TYP)

PEDESTRIAN
BOARDWALK
10' WIDE

PEDESTRIAN
SIDEWALK
5' WIDE

PEDESTRIAN
SIDEWALK 7'
WIDE

PEDESTRIAN
SIDEWALK
10' WIDE

BRIDGE SUPPORT
PILES TYPICAL

SLIP LINED 30" CMP

1"=40'

7-21-2021 Field Notes

MEETING MINUTES

Date: 7/21/2021

Project: Zerbe Street Calhoun Avenue Harbor Boardwalk/Multimodal Improvements

Attendees: Jeff Cozadd; Don Smith; Joe Bodi; Michael Burgess; Jason Frick;
Michael Langston

A site meeting was held at the project location on July 21st at 10:00 AM. The meeting intent was to discuss route options and the impact on surrounding property stakeholders.

- The meeting began on the south side of the US 98 (William T. Marler) Bridge near the Harborwalk pedestrian path terminus.
- Discussions began on how to connect to the existing boardwalk and on lowering the 30" outfall below the proposed path.
- The team walked under the bridge and Don asked to clarify what construction activities would necessitate a USACE Individual permit. Mike Langston answered that any activities seaward of the mean high water line would necessitate that type of permit but construction activities remained landward of the mean high water line the project would fall under a USACE nationwide permit.
- The group walked north along the water's edge/seawall and surveyed the extent of scour, erosion, and dilapidated concrete along the waters edge.
- The team discussed the need to stabilize/improve the seawall as part of the overall project and as a possible win/win for the proposed project and the property owner.
- Don asked Jason and Mike to access the current condition of the sea wall as a safety concern and it was determined that in its current condition it is extremely unsafe and unstable due to the differential settling of concrete and ongoing scour/erosion. Any Future development will need to consider improvements to the seawall.
- The team traversed the parcel east to the gated driveway and discussed other possible routes to connect to Captain Leonard Destin Park.
- The team discussed the need to condemn the structure on the property.
- The team then traversed back across the adjacent parcels and up the north side of Marler Bridge back to US 98.
- The team discussed the narrow limitations of travel between Hwy 98 and the Custom Concepts Tattoo Business.
- The team walked north along Calhoun and reviewed the utilities and steep slopes along Calhoun. Joe Bodi pointed out the erosion issues along the curb and gutter on Calhoun running north.

- Staff suggested a route that would begin at the intersection of Zerbe/Calhoun, the end of the existing phase I project, and then proceed south along Calhoun to the Destin Seafood Club, The Destin Marina on Bay, and the Sides Moreno Point Property to tie in along the north wall owned by Sandman Development.
- Staff asked BDI to reach out to the condo association of the Sides Moreno Point Property to determine if there is any interest in the pathway traversing the property.
- Staff also asked BDI to come up with a concept sketch that would show the general extents of this new alternate route.

Route A1

ZERBE STREET CALHOUN AVE. PEDESTRIAN PATH
ROUTE A1

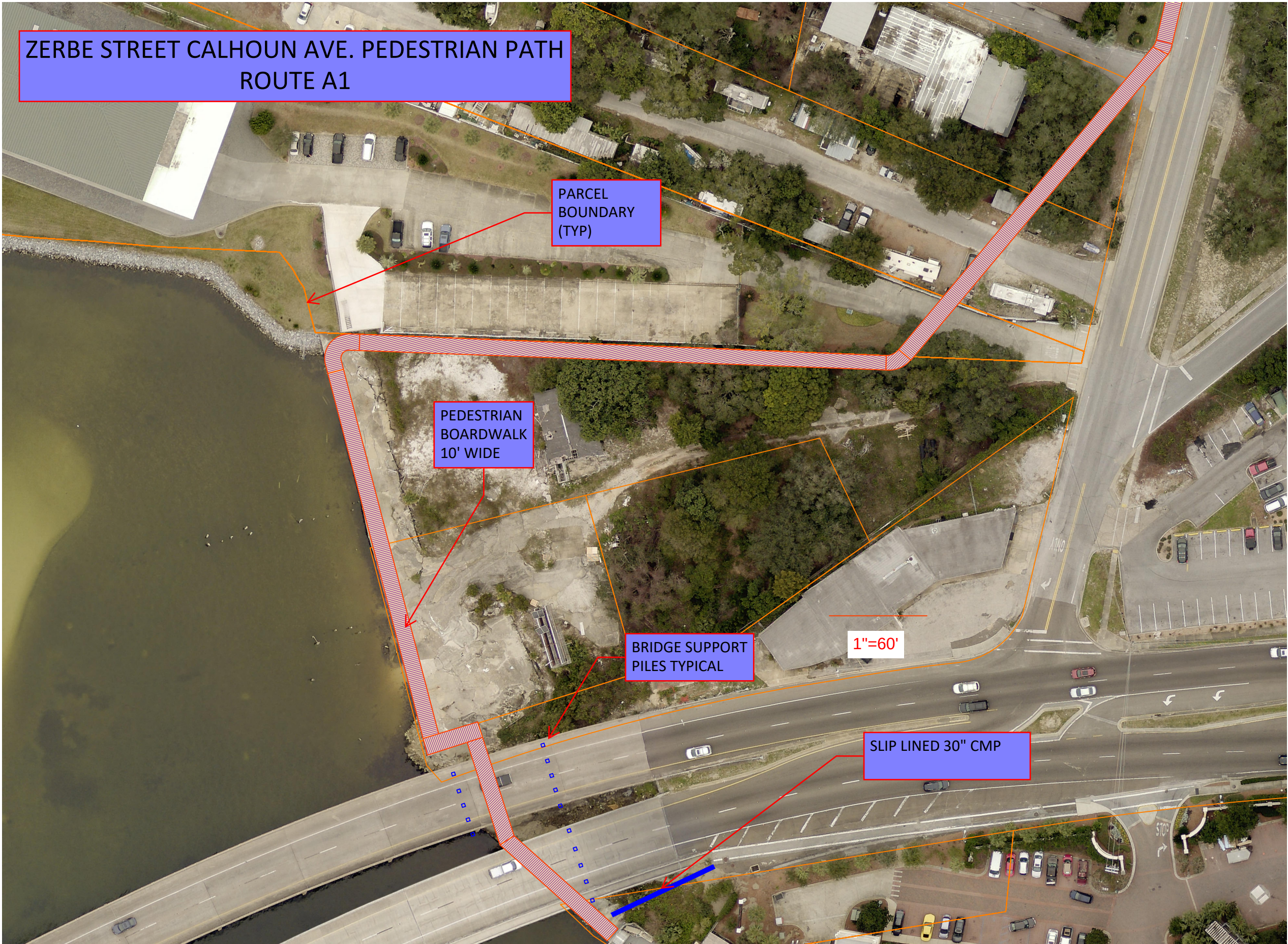
PARCEL
BOUNDARY
(TYP)

PEDESTRIAN
BOARDWALK
10' WIDE

BRIDGE SUPPORT
PILES TYPICAL

1"=60'

SLIP LINED 30" CMP



Route B1

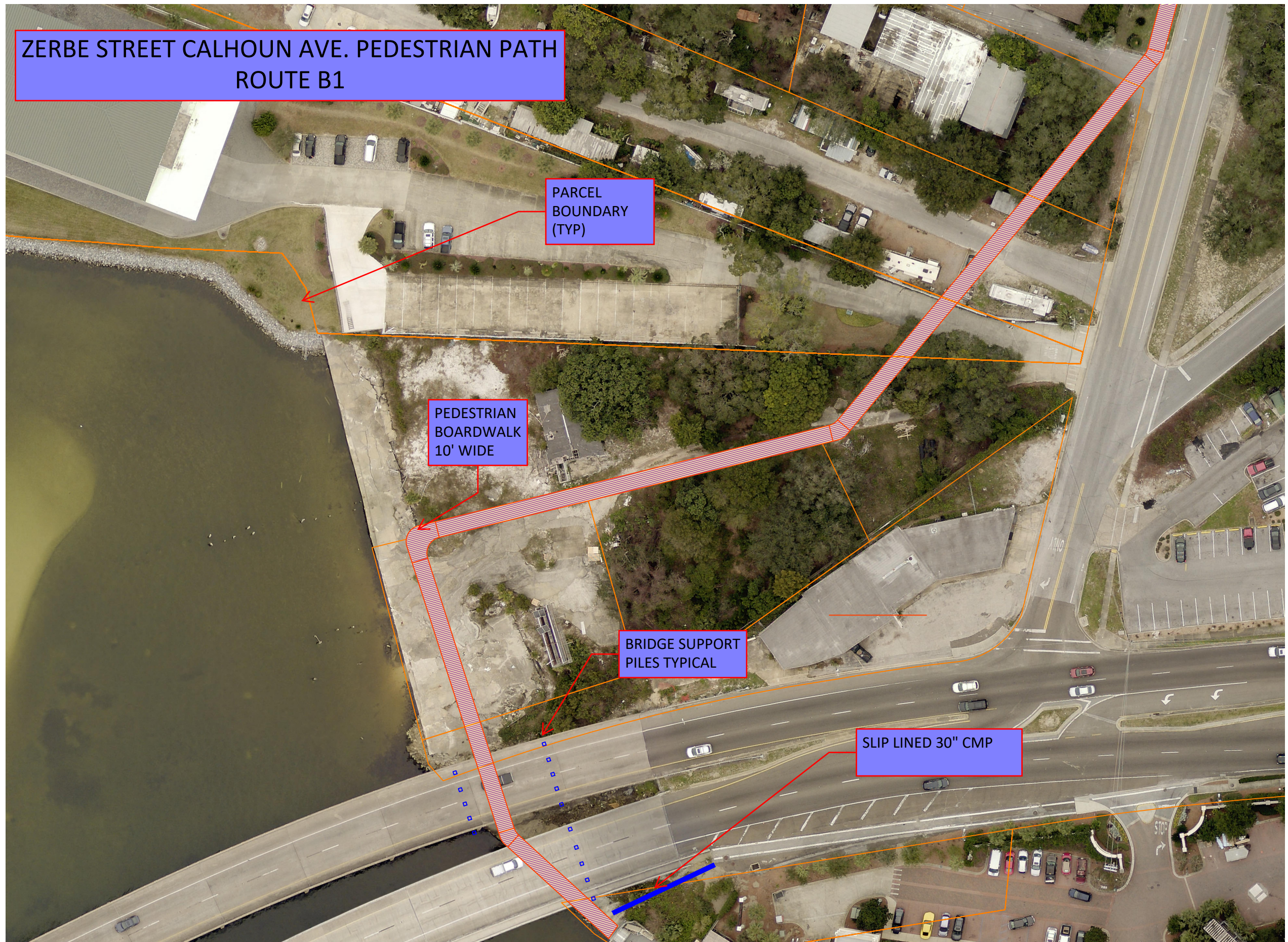
ZERBE STREET CALHOUN AVE. PEDESTRIAN PATH
ROUTE B1

PARCEL
BOUNDARY
(TYP)

PEDESTRIAN
BOARDWALK
10' WIDE

BRIDGE SUPPORT
PILES TYPICAL

SLIP LINED 30" CMP



CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: September 7, 2021
TYPE OF AGENDA ITEM: Action Item
AGENDA OUTLINE NUMBER: 4.F.

TO: City Council

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

FROM: Donald Smith, City Engineer

DATE: August 27, 2021

SUBJECT: Development of a City-Wide Safety Program

I. BACKGROUND: Issue

City Council and/or the Community have asked staff to evaluate the following areas to address speeding/safety concerns:

Community:

1. 3rd St between 5th Street and Kelly Street
2. Sibert Avenue from Kelly Street to Zerbe Street
3. Spring Lane between Legion Drive and Kelly Street
4. Stahlman Avenue between Kelly Street and Hickory Street
5. Legion Drive between Beach Drive and Benning Drive
6. Indian Bayou Subdivision
 - a. Country Club East Drive
 - b. Country Club West Drive
 - c. Indian Bayou Drive
7. Dolphin Street

Council:

1. Calhoun Ave from Zerbe Street to Clement Taylor Park
2. Pine Street between Calhoun Avenue and Sibert Avenue
3. Forest Street between Calhoun Avenue and Sibert Avenue
4. Cross Town Connector
 - a. Commons Drive from the Roundabout at Indian Bayou Trail to Airport Rd
 - b. Airport Road from Commons Drive to Main Street
 - c. Legion Drive between Main Street and Beach Drive
 - d. New Section of Cross Town Connector between Beach and Benning Drive

- e. Azalea Drive between Benning Drive and Stahlman Avenue
- f. Stahlman Avenue between Azalea Avenue and US 98

II. DISCUSSION: Background Research/Work to Date:

Staff has:

- talked with multiple residents.
- talked to Law Enforcement and Emergency Responders
- observed each location, and
- collected data.

What are residents saying?

- The primary complaint is speeding.
- The primary concern that is brought forward is child safety.
“What if, while playing in the yard, a ball rolls into the street, and a child runs after it?” The fear is that a speeding car will not have time to react, hitting the child, and causing a serious or fatal injury.
- Residents do frequently mention the safety of kids walking to school
- Residents complain about delivery drivers
- Residents often have knowledge of the speeders

Summary:

- Residents are concerned about speeding and the impacts to their neighborhood, especially safety regarding children.

What does Law Enforcement say?

- **Major Holcomb, Okaloosa County Sheriff’s Department**

Difficult to identify high crash locations/high frequency speeding locations on City streets. (the majority of severe or fatal accidents occur on 98)

Cannot write a ticket for less than 5 MPH

Only have authority at the time of the incident, which means they must catch them in the act.

Cannot discriminate, profile, etc. If law enforcement goes out to enforce, they must issue violations to anyone who is breaking the law.

The Sheriff’s Office is very limited in the resources available for proactive enforcement efforts.

The City can hire or pay overtime for additional officers to enforce traffic laws.

Enforcement efforts are not popular.

Summary:

- Law enforcement has limited resources to actively enforce speed limits beyond the high crash corridor of US 98.

What do Emergency Responders Say?

- **Chief Sasser, Destin Fire Department**

- o For the Fire Department and Paramedics, everything is about response time.

- o **Minutes matter**

- o **Seconds count**

For example, after 4 minutes without oxygen, the brain is damaged.

- o Speed Hump Installation Concerns
 - Drivers are trained for conditions that could occur along the route.
 - Drive around, avoid
 - They can't avoid a speed hump, and must slow significantly.
 - If designed correctly, they will not be able to maintain speed.
- o Due to subdivisions like Indian Bayou, they are already strained in regard to response times. Adding speed humps would further increase their response time.
- o When you are waiting for fire or rescue, it can seem like an eternity.
- o Having said that, they do understand the need, and appreciate the opportunity to work with us to ensure the best overall safety for our community.
- o Some routes would not be as much of a problem as others; those with multiple access points would be less of an obstacle.
- o Leave main routes open

Summary:

- Speed humps will increase response times.

What staff observed in the field? (See attached Staff Observations and Field Data)

- Inadequate or missing neighborhood sidewalks to walk, ride a bike, or participate in an active lifestyle without involving the street
- Vehicles park in right-of-way and block sidewalks
- Poorly designed streets regarding traffic calming
 - o City of Destin streetscape and design is more closely related to higher speed, higher volume, rural, state and county roads than urbanized city streets.
- Most streets do not warrant speed humps based on current City Policy which requires an 85% speed of 11 MPH over the speed limit.
- Overgrown trees and shrubs
- Dead or dying grass on right of way
- Did not see or recognize organized, grass root, neighborhood-driven solutions
 - o Neighborhood watch
 - o Neighborhood clean-up day

III. OVERALL FINDINGS

What are the facts?

- Cars are speeding
- Speeding cars do impact neighborhood safety
 - o even if it is only a small percentage
 - o It only takes one car, one crash
- Residents are upset and concerned about neighborhood safety
- Slowing cars down, ensuring a safe speed, must be part of our program.
- The safest solution is to separate vehicular and nonvehicular modes.
- The safest solution is to separate powered nonvehicular (electric bicycles) and nonvehicular modes.

What is the problem?

- The root cause is not the speeding vehicle.
- The root cause is

- o Lack of multimodal infrastructure
 - *Sidewalks
 - *Bike lanes
 - *Multiuse Paths
 - *Bike Lanes
 - *Etc....
- o Parking on rights of way
- o Overgrown landscaping
- o Lack of locations within close proximity of home where it feels safe for adults, children, and families to play and have an active lifestyle
- o Lack of an organized effort that actively involves all stakeholders to develop, implement, and enforce neighborhood safety programs

Note: There are many more locations within the City that have the above conditions other than those listed in this report. Therefore, the area of concern is much greater than what is being presented.

How do we move forward?

The City should develop a City Wide Safety Program to address speeding and other concerns based on the following (safety planning tool examples):

- **Community Engagement**
 - o Provide opportunities for public input
 - o Engage existing neighborhood groups, associations
 - o Encourage neighborhoods to get involved through programs such as Neighborhood Watches
 - o Provide a mechanism for the community to report violators
- **Education/Encouragement**
 - o Develop and implement educational programs
 - o Emphasize existing educational programs
 - o Encourage the community to actively participate in teaching family, friends, and neighbors about safety
 - o Provide information and tools for the community to utilize
 - o Work with community schools
- **Engineering**
 - o Provide engineering solutions that:
 - *Increase safety
 - *Provide for a better, connected network that encourages a healthy lifestyle
 - *Help to calm traffic and slow speeds
 - *Help alert drivers to changing conditions
- **Enforcement**
 - o Cooperate with Law Enforcement to develop and implement enforcement plans such as:
 - *Targeted enforcement areas
 - *Increase neighborhood presence
 - o Give law enforcement an opportunity to engage the community in a positive way.
- **Emergency Response**
 - o Engage first responders such as fire and rescue, paramedics

- o Work with health organizations to improve our overall health
- o Since these measures are developed through a community effort, they will be supported by the community:
 - *Data Driven
 - *Community Supported
 - *Council Approved

A. Link to Strategic Goals / Objectives: Improve the quality of life and safety for Destin residents and visitors.

B. Effect on Budget (EOB): The effect on budget is yet to be determined. No funds are budgeted for FY 2021. In the Tentative FY 2022 budget \$100,000 of General Fund dollars are budgeted.

30558500-563000-TRSAF	
Gen Fund-Infrastructure-Safety	\$ 100,000
FY22 Budget	100,000
Internal Transfer	-
Previous Expenses/Encumbrances	-
Available Program Budget	100,000
This Agreement +(-)	-
FY22 Remaining Program Budget	\$ 100,000

C. Level of Service (LOS): The quality of life, safety, mobility, and connectivity will be improved, making for a better multimodal transportation system and encouraging a healthier lifestyle which will improve the overall health of the community.

III. CONCLUSION: The City staff have evaluated multiple locations, talked with residents, law enforcement, emergency responders, performed onsite observations, collected data, and found the following:

- Inadequate, poorly maintained neighborhood multimodal facilities
- Poorly designed streets in regard to traffic calming
- Disappointed and frustrated residents
- Overgrown trees and shrubs
- Dead or dying grass in and near right of way
- Parking in right of way
- Speed humps and other intrusive measures will increase response times for Emergency Responders
- Law enforcement has limited resources to actively enforce speed limits beyond the high crash corridor of US 98.
- Active enforcement will generate a tremendous amount of negative feedback
- The current process and toolbox of options does not address citizen concerns, exposes both staff and Council to negative feedback from inaction, and forces the Council to direct the placement of speed reduction measures, creating the perception of incompetent staff.

RECOMMENDATION:

The City should develop a City Wide Safety Program to provide a framework for the City, the Community, Law Enforcement, First Responders, and other stakeholders to work together to address speeding and other safety and community concerns based on the following;

- Community Engagement,
- Education/Encouragement,
- Engineering,
- Enforcement, and
- Emergency Response.

There are established, proven safety programs and concepts that the City can utilize as a framework, such as, Vision Zero (see attached).

IV. RECOMMENDED MOTION: I move that the City Council direct the City Manager to develop a City-Wide Safety Program to provide a framework for stakeholders to work together to address speeding and other safety concerns based on:

- **Community Engagement**
- **Education/Encouragement**
- **Engineering**
- **Enforcement**
- **Emergency Response**

Attachments:

1. Safety Presentation Field Data
2. VZN-Case-Study-1-What-makes-VZ-different
3. Safety Plan Power Point

Staff Observations and Field Data

I. What staff observed in the field?

- Street design that does not encourage traffic to slow down (no traffic calming)
 - 10 or 11' driving lanes
 - Straight roadways
 - Low volume roadway
 - Wide clear zones
 - No curb and gutter, islands, bump outs, street parking, or other traffic calming measures
 - No change/differences in street scape
- In most neighborhoods:
 - No sidewalks or only on one side of the roadway
 - Primarily 5' sidewalks
 - There are breaks in the sidewalks (sections that are not connected)
- The sidewalks that do exist often have cars blocking access
- Observed issues that contribute to feeling unsafe in a neighborhood
 - Poorly maintained striping and signs
 - Overgrowth of Landscaping
 - Yards are not well kept, lack of grass
- People walking in the street as a result of the park cars, blocked or missing sidewalk, or overgrown vegetation.

II. Individual Street Data

- 3rd St between 5th Street and Kelly Street
 - No speed data (insufficient cars to count)
 - 5' Sidewalks on one side
 - Striping and sign in poor condition
- Calhoun Ave near Leonard Destin and Clement Taylor Park
 - 85% speed 38 MPH
 - Sidewalks on one side
 - Striping and sign in fair condition
- Sibert Avenue
 - 85% speed 41 MPH
 - Sidewalks on one side
 - Striping and sign in poor condition
- Spring Lane between Legion Drive and Kelly Avenue
 - 85% speed 29 MPH
 - No sidewalks
 - Striping and Signs in poor Condition
- Stahlman Avenue between Kelly Street and Hickory Street –
 - 85% Speed 31 MPH

- No sidewalks
 - Striping and signs good
- Legion Drive between Beach Drive and Benning Drive –
 - 25 MPH Speed Limit
 - Okaloosa Sheriff's Office, speed not high enough to warrant enforcement
 - 5' sidewalks both sides
 - Striping and signs in fair condition
- Indian Bayou Subdivision (sidewalks both sides)
 - Speed Limit 25 MPH
 - Country Club East Drive – 85% speed 37 MPH
 - Country Club West Drive – 85% speed 29 MPH
 - Indian Bayou Drive – 85% speed 32 MPH
 - 5' Sidewalk on both sides
 - Striping and signs in poor condition
- Dolphin Street
 - Speed Limit 25 MPH
 - 85% speed near Luke – 22 MPH
 - 85% speed near John – 29 MPH
 - 5' partial sidewalks on one side
 - Striping and signs in poor condition
- Pine Street –
 - 85% speed 23 MPH N
 - No sidewalks
- Forest Street between Calhoun Avenue and Sibert Avenue –
 - 25 MPH speed limit
 - 85% speed 24 MPH
 - 5" partial sidewalks on one side

City of Destin Roadway Widths

Clear Zone is defined as the area that is free of obstacles.

1. 3rd Street
 - a. 11' lanes, 4' shoulders, 30' pavement width
 - b. Clear Zone – 60'
2. Calhoun Avenue
 - a. 11' lanes, 4' shoulders, 30' pavement width
 - b. Clear Zone – 60'
3. Sibert Avenue
 - a. 10' lanes, 1' ribbon curb, 22' pavement width
 - b. Clear Zone – 80'
4. Forest Street
 - a. 10' lanes, 1' shoulders, 22' pavement width
 - b. Clear Zone – 50'

5. Pine Street
 - a. 10.5' lanes, 21' pavement width
6. Stallman Avenue
 - a. 10' lanes, 20' pavement width
 - b. Clear Zone – 40'
7. Legion Avenue (between Beach and Benning)
 - a. 11' lanes, 2' gutter, 26' pavement width
 - b. Clear Zone – 50'
8. Legion Avenue (between Beach and Main)
 - a. 10' lanes (3), 2' gutter, 34' pavement width
 - b. Clear Zone – 60'
9. Spring Street
 - a. 10 lanes, 1' ribbon curb, 22' pavement width
 - b. Clear Zone – 40'
10. Airport Road
 - a. 12 lanes, 1' ribbon curb, 26' pavement width
 - b. Clear Zone – 100'
11. Commons Drive
 - a. 11' lanes, 4' shoulders, 30' pavement width
 - b. Clear Zone – 80'
12. Indian Bayou Subdivision
 - a. 11' lanes, 1' ribbon curb, 24' pavement width
 - b. Clear Zone – 80'

Other Roadway Widths for Comparison

1. I-10 – 12' Lanes, 10' Ext shoulder, 4' Interior Shoulder, 38' pavement width
 - a. Clear Zone 50' outside
2. State Route 20 – 12' Lanes, 5' shoulders, 34' pavement width
 - a. 75' clear zone
3. State Route 331 – 12' lanes, 5' shoulders, 34' pavement width
 - a. Clear Zone 50'
4. State Route 30A (Seaside) – 11' lanes, 1' shoulders, 24' pavement width
 - a. Clear Zone 22'
5. County Route 395 – 12' lanes, 1' shoulders, 26' pavement width
 - a. Clear Zone 75'



How does Vision Zero differ from the traditional traffic safety approach in U.S. communities?

American cities are adopting Vision Zero, drawn to its departure from traditional approaches to traffic safety. But what makes Vision Zero an innovative road safety policy with the potential to make our streets safe? In this case study we identify the key elements that distinguish Vision Zero.

1. Reframing traffic deaths as preventable
2. Focusing on system failure
3. Reducing the impact of collisions
4. Adopting a Safe System approach
5. Data-driven decision-making
6. Road safety as a social equity issue

Traffic Deaths are Preventable

Names provide shape and meaning, which is why the “zero” in Vision Zero is so important and represents a key means to shift away from the traditional traffic safety approach.

The Swedish architects of Vision Zero set zero as the “only justifiable fatality target for road traffic.” Calling out a vision of zero deaths (and, in some places, serious injuries) sends a strong message: traffic-related fatalities and injuries are not an inevitable and acceptable side-effect of the transportation system. With its name alone, Vision Zero fundamentally re-conceptualizes how we understand injuries and deaths on our streets as **preventable**.

As with other preventable public hazards (think measles, small pox and other diseases prevented through vaccines), Vision Zero calls us to be proactive; to identify risk and take steps to prevent injuries by designing the transportation system in a way that collisions won’t result in fatal or serious injury.

Focusing on System Failure

Solutions are responses to problems. Tired? Drink coffee! Need a break? Go on a walk! Traffic deaths and injuries? In the United States, individual road users—bad drivers, careless bicyclists, distracted pedestrians—have historically been presented as the problem, the cause of collisions. Consequently, solutions have focused on perfecting human behaviors through strategies like licensing, testing, education, training and media campaigns.

But in the Vision Zero framework, the road safety problem isn’t the individual, but rather the flaws in the transportation system—flaws that mean, for example, that cars can move at excessive speeds on city streets and incompatible road users (for instance, bicyclists and drivers) have to share the road.

In redefining the problem, we’re required to develop solutions that will impact the true culprit: an unforgiving street network that doesn’t take into

account that people make mistakes. The focus thus shifts from solutions focused on perfecting individual behavior to solutions focused on perfecting a transportation system that failed to protect people who made predictable errors. As the Swedish architects of Vision Zero state: *“In every situation a person might fail. The road system should not.”* We have to design a system for people, instead of asking people to adjust to an imperfect system.

Who perfects the flawed system? As Juan Martinez from the New York City Department of Transportation articulated in 2016: Engineers, public health professionals, policy and law enforcement must take responsibility for every death. His words serve as a moving call to action; a reminder that not only do system designers have the **ability** to create a system in which crashes do not result in fatal or serious injury, it is also their **responsibility**.

Individuals also have a responsibility in Vision Zero: road users are expected to be competent, alert, in compliance with the rules of the road and unimpaired by alcohol, drugs, distraction or fatigue—and they have the responsibility to demand and expect safety improvements from civil servants and elected officials.

Vision Zero means individuals should expect safe streets from their government, just as they do clean water or trash pick-up. This implies not only that public participation in transportation decision-making is central to Vision Zero, but also that cities must use communication and education to help generate collective action around the need for safer streets.

Washington D.C. engaged in a robust public process to draft their Vision Zero Action Plan. They hosted 10 community events, where nearly 2,700 people completed surveys to identify top safety concerns, and developed an online, crowdsourced **Safety Map** on which residents could identify hazardous locations and the conditions and behaviors they experienced there. The District’s **Vision Zero Action Plan** reflects a strong commitment to meaningful engagement and developing a plan that is grounded in the needs and experiences of D.C. residents.



From Engineering to a Public Health Perspective

While traditional approaches to transportation safety have prioritized reducing or preventing collisions, Vision Zero instead advocates for the focus to be **preventing injuries**.

Instead of asking “Why did that person crash?” the Vision Zero framework examines “Why was that person so seriously injured in the crash?” This change in thinking, from collision reduction to injury prevention, represents a significant shift from an **engineering to a public health perspective**.

Instead of preventing collisions, engineers work to ensure that no one is exposed to so much crash force (the force being what actually causes injury or death, not the collision itself) that they are seriously injured. So the vulnerability of the human body—not the collision itself—forms the basic parameter in the design of the transportation system.

This brings a moral imperative to the work. When we think in terms of people and injuries instead of collisions, it changes the question from “what can we do?” to “what must we do?”

A Systems Approach to Safety

Vision Zero takes a Safe System approach to road safety—a holistic view that requires people to think about the road system **in its entirety**, from infrastructure projects to institutions like government. It means understanding how “upstream factors” such as design guidelines, public participation, policy, and vehicle regulations all influence injuries and deaths. One of the ways cities are doing just this is by creating steering committees and task forces with representation from all the different actors involved.

The Safe System approach also examines how these different parts interact. To create a safe transportation system, street users, vehicles, and the transportation network have to be addressed in an integrated manner, through a wide range of interventions. We won’t achieve a safe system by just focusing on redesigning roads, unless we also manage the speeds on the roads and consider how policies, like automated enforcement, can assist in this effort.

Data-driven Decisions

Vision Zero is also different in its emphasis on data and data-driven decision-making. Approaching road safety from a Safe System perspective, we need to not only collect data on where and how crashes happen, but we need to also examine a wide range of additional inputs, such as the demographics of impacted communities, enforcement citations and hospital injury reports.

But it’s not enough to just collect the data. It’s imperative that the data be made available to the public in order to facilitate transparency and accountability and assist the public in monitoring progress toward zero.

The crowdsourced map created by **Washington D.C.** is a great example of increased data access and transparency. Additional examples include, **New York City’s Crash & Interventions Map**, which shows detailed information on traffic injury and fatality crashes in New York City and how the city is responding, and **San Francisco’s online project delivery tracking tool**, which allows anyone to track the City’s progress on its engineering commitments.

Note: Future case studies will explore how cities are using data to guide Vision Zero implementation.

Road Safety as a Social Equity Issue

Social equity is at the core of Vision Zero. Traffic collisions disproportionately impact vulnerable communities, including people of color, lower income individuals, seniors, children and people who walk, bike and use transit. Vision Zero addresses these inequities by prioritizing interventions in areas most in need of safety improvements.

Equity also means meaningfully engaging with these communities to empower them to be involved in the effort, and actively creating institutions and processes that incorporate vulnerable populations into decision-making processes.

Top Take-Away

While Vision Zero in American communities will surely look different than other countries that have adopted the Safe System approach, it is imperative to its success that it build on and be anchored in these core principles. Vision Zero is not just a catchy or hopeful campaign phrase. It is, indeed, a notably different way of ensuring people have the right to move about their communities safely.

Learn more and find additional case studies at www.visionzeronetwork.org

City Wide Safety Program

Community Development
Engineering Department



Background



Council and/or Community has asked Staff to evaluate the following areas to address speeding/safety concerns.

Community Concerns



- **3rd Street** between 5th Street and Kelly Street
- **Sibert Avenue** from Kelly Street to Zerbe Street
- **Spring Lane** between Legion Drive and Kelly Street
- **Stahlman Avenue** between Kelly Street and Hickory Street
- **Legion Drive** between Beach Drive and Benning Drive
- **Indian Bayou Subdivision**
 - Country Club East Drive
 - Country Club West Drive
 - Indian Bayou Drive
- **Dolphin Street**

Council Concerns



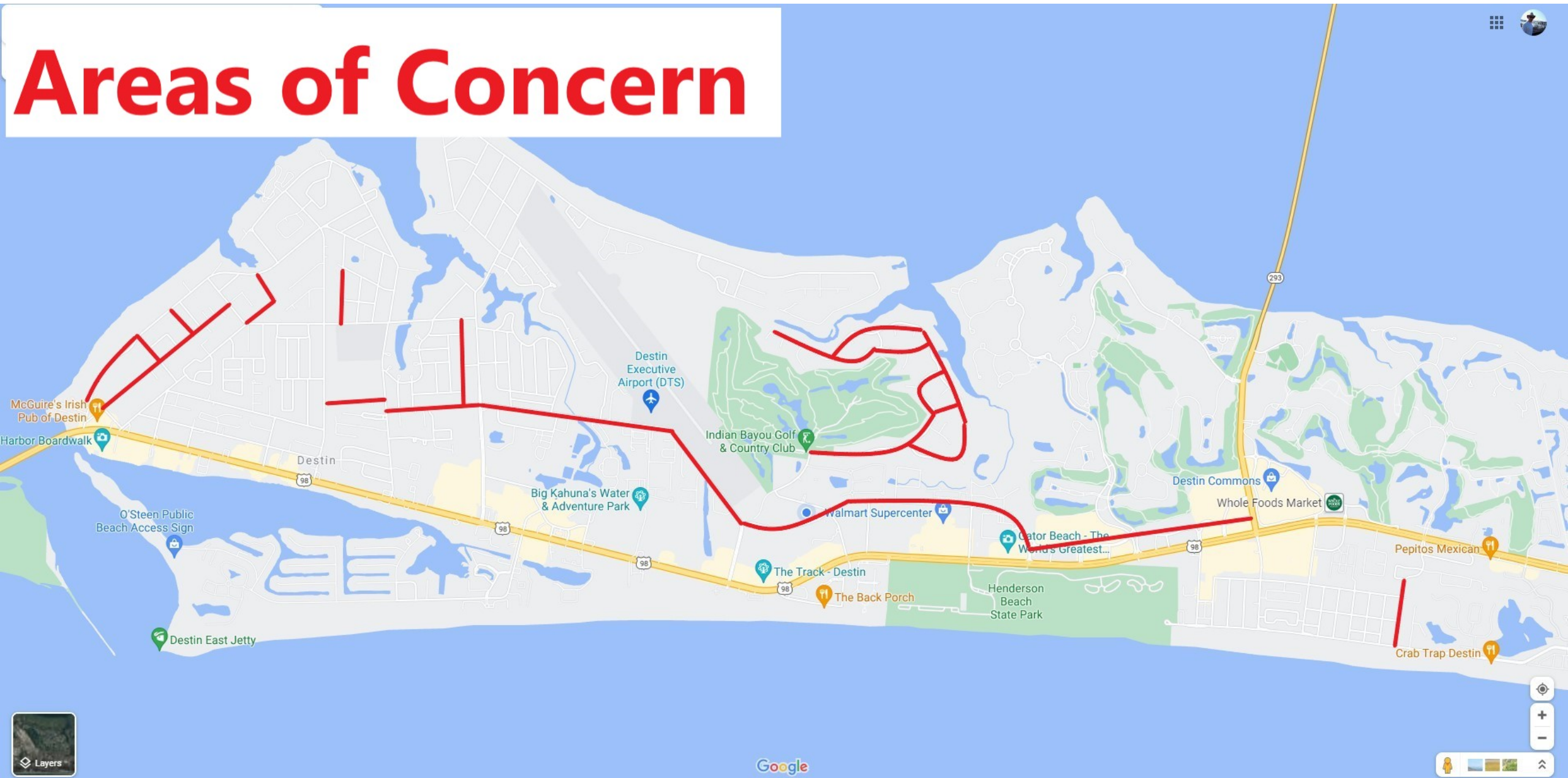
- **Calhoun Ave** from Zerbe Street to Clement Taylor Park
- **Pine Street** between Calhoun Avenue and Sibert Avenue
- **Forest Street** between Calhoun Avenue and Sibert Avenue
- **Cross Town Connector**
 - **Commons Drive** from the Roundabout at Indian Bayou Trail to Airport Rd
 - **Airport Road** from Commons Drive to Main Street
 - **Legion Drive** between Main Street and Beach Drive
 - **New Section of Cross Town Connector** between Beach and Benning Drive
 - **Azalea Drive** between Benning Drive and Stahlman Avenue
 - **Stahlman Avenue** between Azalea Avenue and US 98

Background Research



- Talked with multiple residents.
- Talked to Law Enforcement and Emergency Responders
- Observed each location, and
- Collected data.

Areas of Concern

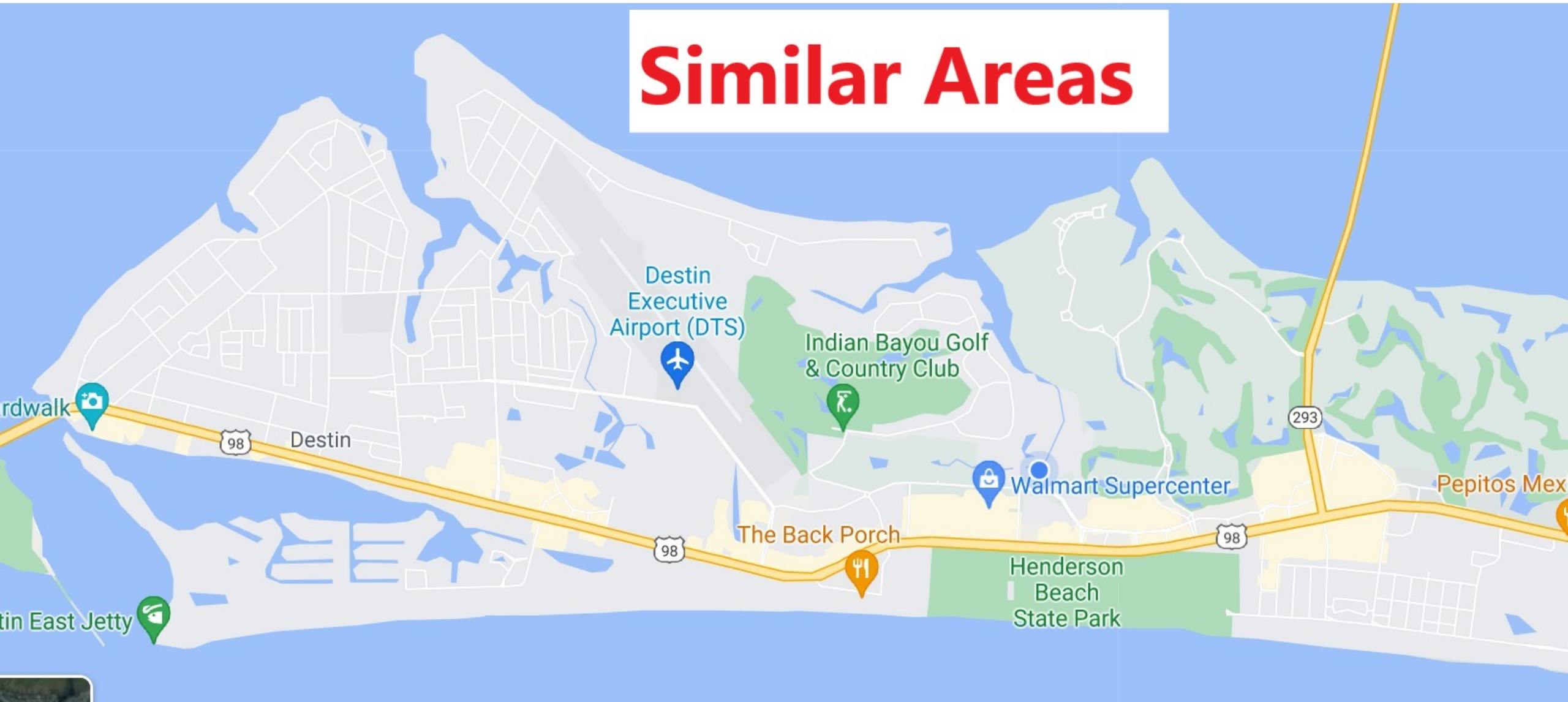


Field Observations



- Lack of neighborhood sidewalks
- Vehicles parked in right-of-way
- Lack of traffic calming
- Does not meet warrants/policy
- Overgrowth
- Dead or dying grass on right of way
- No community action programs

Similar Areas



What Did They Say?



- Residents.
- Law Enforcement
- Emergency Responders

Facts



- Cars are speeding
- Speeding cars do impact neighborhood safety
 - even if it is only a small percentage
 - It only takes one car, one crash
- Residents are upset and concerned
- Slow Down
- The safest solution is to separate modes

Problem



- Lack of multimodal infrastructure
 - Sidewalks
 - Bike lanes
 - Multiuse Paths
 - Etc...
- Parking on rights of way
- Overgrown landscaping
- Lack of locations within close proximity of home where it feels safe for adults, children, and families to play and have an active lifestyle
- Lack of an organized effort that actively involves all stakeholders to develop, implement, and enforce neighborhood safety programs

How Do We Move Forward?



City Wide Safety Program

- Community Engagement
- Education/Encouragement
- Engineering
- Enforcement
- Emergency Response

Proposed Safety Toolbox



Vision Zero
Complete Streets
Built Environment
Traffic Calming

Conclusion



Community Safety should be our top priority.

Although I love our logo, we don't want to leave safety up to luck!

Questions?



CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: September 7, 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: August 27, 2021

SUBJECT: Ingenium Enterprises, Inc., on behalf of RW Management Ltd., is requesting approval for a Major Deviation to an Existing Major Development Order. The project is located at 34898 Emerald Coast Parkway (Parcel ID: 00-2S-22-0588-0000-0030). The property is approximately 0.70 acres and is currently the location of the vacant Edwin Watts Golf Shop. The applicant is proposing a new, ±2,381 SF single story restaurant with a drive-thru, along with the associated infrastructure.

I. BACKGROUND: Ingenium Enterprises, Inc., on behalf of RW Management LTD, is requesting an approval for a Major Deviation to an existing Major Development Order. The project is located at 34898 Emerald Coast Parkway (Parcel ID: 00-2S-22-0588-0000-0030). The property is approximately 0.70 acres and is currently the location of the vacant Edwin Watts Golf Shop. The applicant is proposing a new ±2,381 sq. ft. single-story fast-food restaurant with a drive thru, along with the associated infrastructure.

II. DISCUSSION:

COMPREHENSIVE PLAN/LAND DEVELOPMENT CODE

The property has a Future Land Use Map Designation of **Commercial General (CG)** and a Zoning Designation of **Commercial General (CG)**. The proposed project is consistent with the Comprehensive Plan and Land Development Code (LDC).

LAND USE

Limited-service restaurant is an appropriate use within the **Commercial General (CG)** future land use designation and a conditional use within the CG zoning district. The conditional use hearing was approved by the Local Planning Agency (LPA) on January 21, 2021, and

approved by City Council at the February 16, 2021 meeting.

DENSITY

Not applicable

HEIGHT

Maximum allowed: 50'

Provided: 23.5'

FLOOR AREA RATIO

Maximum allowed: 1.30

Provided: 0.08

SETBACKS

Front required: 16' – 26'

Front provided: 16'

Side minimum required: 0'

Side provided: 5'

Rear minimum required: 0'

Rear provided: 10'

OPEN SPACE

Minimum required: 25%

Provided: 27%

PLATTING

Not applicable

CONCURRENCY MANAGEMENT

Concurrency requirements have been met:

Traffic: Signed July 27, 2021

Stormwater Management: Signed June 8, 2021

Potable Water/Sanitary Sewer: Signed March 5, 2021

Solid Waste: Signed March 11, 2021

AIRPORT PROTECTION

As proposed, this project is not affected by nor affects the Destin – Ft. Walton Beach Airport. The applicant has indicated on the development order application that the proposed project is not within the Airport Expansion Area.

NOTE: If construction necessitates the use of a crane, or other obstruction, which exceeds Federal Aviation Administration FAR 77 Standards (normally 200 feet above ground level), the applicant must request a variance from the FAA for temporary encroachment into this

restrictive area and a copy of a completed FAA Form 7460, must be placed on file with the City of Destin prior to the crane, or other obstruction, penetrating the restricted airspace.

TRANSPORTATION ANALYSIS

The submitted traffic analysis, dated June 30, 2021, indicates the proposed development is estimated to generate approximately 77 trips during the PM peak hour. The analysis is consistent with the technical methodology outlined in LDC 6.05.05.

RIGHT-OF-WAY DEDICATION

The project does not include right-of-way dedication.

INGRESS/EGRESS

Vehicular access to the property is provided by a right-in, right-out on the north side of the property, from the Highway 98/Emerald Coast Parkway public ROW. Vehicular access is also provided by a 40' access easement to the south of the property.

PEDESTRIAN NETWORK

The project provides a complete pedestrian network as required in **LDC 8.09.03.A(6)**. A continuous on-site internal sidewalk is provided throughout the development.

PARKING:

Minimum required: 32

Provided: 32

UTILITIES:

All utilities are required to be underground.

STORMWATER:

The City Manager's Stormwater designee approved the stormwater plan in a memo dated June 8, 2021.

REFUSE COLLECTION:

All non-construction related dumpsters, trashcans, and recycling bins shall be placed in a solid waste collection area or inside a building.

WHITE SANDS ZONE

The proposed project is not located within a White Sands Zone.

LANDSCAPING

Front perimeter/common boundary: Provided

Interior parking landscape: Provided

Buffer zone: Provided

Preservation and restoration:

Reforestation trees required: 7

Preserved trees: 9

Replacement trees: 0

Required parking trees: 3

Total required trees: 3
Total trees provided: 11

SIGNS

All signs must comply with the sign code section of the Destin Land Development Code in effect at the time a sign application is submitted.

IMPACT FEES:

Final impact fee amounts have been developed using the provisions outlined in **LDC 19.03.05.A.2**. The impact fees for the proposed project are estimated to be:

21-10-SP – Panda Express

LAND USE	UNITS	PARK	LIBRARY	POLICE	TRANS.	TOTAL
Restaurant/Fast Food (per 1,000 SF of gross floor area)	2.381	\$0	\$0	\$31.00	\$4,638.00	
Totals	2.381	\$0	\$0	\$73.81	\$11,043.08	\$11,116.89

OTHER FEES: NONE**COMMENTS:**

Per Community Development Department:

- **Prior to the issuance of a Certificate of Occupancy**, all required parking and related landscaping shall be installed, inspected, and approved by the Engineering and Community Development Departments.
- A. Link to Strategic Goals / Objectives:**
- B. Effect on Budget (EOB):**
- C. Level of Service (LOS):**

III. CONCLUSION:

With respect to the Major Deviation, **2.07.03(B) of the Land Development Code:**

Deviations which have been determined as a major deviation(s) shall necessitate a formal amendment of such order. Such an amendment shall be reviewed and processed pursuant to the following requirements:

1. Major deviations to an existing minor development order shall be reviewed and processed pursuant to the requirements of **Sections 2.07.00 and 2.07.02**. However, should the deviation satisfy any of the criteria set forth in **Section 2.06.01 A.**, when combined with the initial approval and any other authorized deviations, the deviation shall then be reviewed and processed pursuant to the requirements of **Section 2.07.01**.
2. Major deviations to an existing major development order shall be reviewed and processed pursuant to the requirements of **Sections 2.07.00 and 2.07.01**.

The City Council should review these criteria and render its decision on the applications in accordance therewith.

IV. RECOMMENDED MOTION:

I move that the City Council approve Panda Express, a Major Deviation to an existing Major Development Order.

ALTERNATE MOTION:

I move that the City Council approve/approve with conditions/approve with modifications/deny Panda Express, a Major Deviation to an existing Major Development Order.

Attachments:

1. DO-21-18_Panda Express DO
2. Panda Express Destin, FL_Civil
Plans_20210709_v1
3. Panda Express Destin, FL_Landscape
Plans_20210709_v1



Community Development Department

Office of the Director

4100 Indian Bayou Trail | Destin, FL 32541 | Phone: 850-654-1119 | Email: planning@cityofdestin.com

September 7, 2021

Development Order No. 21-18

Final Development Order:

**PANDA EXPRESS
A MAJOR DEVIATION TO AN
EXISTING MAJOR DEVELOPMENT ORDER
(21-10-SP)**

Based upon the City's approval and issuance of this Development Order on September 8, 2021 this document will serve as your Final Development Order, and includes all of the provisions and conditions in the attached Technical Review Committee Report.

Ingenium Enterprises, Inc., on behalf of RW Management Ltd., is requesting an approval for a Major Deviation to an Existing Major Development Order. The project is located at 34898 Emerald Coast Parkway (Parcel ID: 00-2S-22-0588-0000-0030). The property is approximately 0.70 acres and is currently the location of the vacant Edwin Watts Golf Shop. The applicant is proposing a new, ±2,381 SF single-story fast-food restaurant with a drive thru, along with the associated infrastructure.

DETERMINATIONS:

1. This final development order is in accordance with the approved construction documents, which is inclusive of the site construction plans (Exhibit A), landscape plan (Exhibit B), and photometric plan (Exhibit C) approved on September 7, 2021.
2. All the findings and requirements of the Technical Review Committee report are incorporated herein.

CONDITIONS OF APPROVAL:

1. Pursuant to the City of Destin Land Development Code:

Construction of infrastructure must commence within one (1) year of approval date (date from which the Final Development Order is issued by the Community Development Department) of the Final Development Order on **September 8, 2021** (no later than **September 8, 2022**), and must be completed as shown on plans approved by the Technical Review Committee.

WARNING: If the applicant/owner has not obtained a building permit(s) for either the construction of infrastructure or construction of the entire project and that construction has not commenced within one (1) year of issuance of the final development order, the final

development order will become null and void and the application for development order approval must be re-initiated (Article 2, Section 2.21.00).

NOTE: Construction of infrastructure shall be defined as site work, grading, or other construction activity (not including clearing and grubbing or demolition of existing structures) related to installation of roadways, access drives, parking lots, underground utilities, stormwater or drainage facilities, or building foundations (Article 2, Section 2.21.00).

NOTE: An applicant/owner who desires to extend the twelve (12) month (1 year) deadline for either the construction of infrastructure or construction of the entire project must submit a written request to the Community Development Department, no less than thirty (30) days prior to the expiration of the twelve (12) month deadline to obtain a building permit and commence construction of infrastructure or construction of the entire project. The applicant may receive only one extension, and such extension shall not exceed one year. The applicant /owner should review Article 2, Section 2.21.00, of the Destin Land Development Code for further explanation of the Development Order extension process.

2. If the applicant fully complies with the requirements of Condition No. 1. above, the concurrency capacity allocation status for “Panda Express” will be protected. **However, the protected concurrency status will be lost and the application for development order approval must be re-initiated if:**

- A. **Construction permit(s) in association with construction of infrastructure or construction of the entire project are not obtained in accordance with Article 2, Section 2.10.00 of the Land Development Code to maintain concurrency, or**
- B. **Construction activity ceases for a period of one (1) year after a building permit for construction of infrastructure or construction of the entire project has been issued so that concurrency is not maintained under Article 6 of the Destin Land Development Code.**

3. The applicant must obtain City of Destin permits for the following activities on and off site (these may require appropriate bonding):

- A. Disturbance of the City's Right-Of-Way (ROW) (Note: Applicant must obtain the proper ROW permit(s) from the Community Development Department prior to issuance of building permits, unless otherwise exempted by the City Engineer).
- B. Pavement cuts.
- C. Construction of any kind.
- D. Clearing, grubbing, or demolition.
- E. Paving, grading, drainage, sidewalks.
- F. Signage.
- G. Installation of utilities.
- H. Construction trailers.

4. The following items must be addressed in the appropriate order:

- A. **Prior to the issuance of any City Permit**, a sign must be posted on the subject property

notifying the public of the emergency contact information of the person responsible for the project. Refer to section 7.01.02(B) of the Land Development Code (LDC) for details on the size, location and contents of the sign. Additionally, a posting of emergency contact information sign affidavit must be submitted to the Planning Division prior to the issuance of any permits.

- B. **Prior to the Commencement of Construction**, a permit, with a copy of the demolition plan for the site indicating the location of the Construction Site Screening, must be submitted and approved by the City. Said screening must meet the requirements set forth in Destin Code of Ordinances, Section 6-51 *Screen Criteria*.
- C. **Prior to the issuance of any City Permit**, obtain a Florida Department of Transportation Right-of-Way Construction Permit and submit copy to the City Engineer.
- D. **Prior to the issuance of any City Permit**, obtain a Florida Department of Environmental Protection (FDEP) National Pollutant Discharge Elimination System (NPDES) permit and submit a copy to the City Engineer. Provide a copy of the Stormwater Pollution Prevention Plan (SWPPP) as required for the NPDES permit for all construction disturbance over 1 acre. If the site is less than 1 acre, provide an erosion control plan in accordance with LDC Article 11.
- E. **Prior to the issuance of any City Permit**, a copy of the Northwest Florida Water Management District (NFWFMD) storm water permit and a NPDES storm water construction generic Permit (if applicable) approval shall be provided.
- F. **Prior to the issuance of a Certificate of Occupancy**, the developer/owner, engineer of record and the contractor shall make themselves familiar with LDC Article 11.09.00., Illicit Discharge, and shall comply with the codes, or be subject to enforcement.
- G. **Prior to the issuance of a Certificate of Occupancy**, the developer/owner, engineer of record and the contractor shall make themselves familiar with LDC Article 8, Transportation, and shall comply with the codes, or be subject to enforcement.
- H. **Prior to the issuance of a Certificate of Occupancy**, all applicable Impact Fees and other outstanding costs associated with this project that are owed to the City must be paid in full.

Estimated impact fee total: \$11,116.89
- I. **Prior to the issuance of a Certificate of Occupancy**, the site layout, landscaping, outdoor lighting and architectural design must be inspected and approved by the Community Development Department.
- J. **Prior to the issuance of a Certificate of Occupancy**, a Stormwater Operation/Maintenance Plan (SWOMP) approved by the City shall be acknowledged and signed by the Owner.
- K. **Prior to the issuance of a Certificate of Occupancy**, assigned address number for the principal building shall be displayed and clearly visible and legible, preferably reflective, from the street or private way on which the building fronts with Arabic numerals not less than three

inches in height and one-half inch in width. Numbers must be in a color contrasting to the building or other background. Assigned numbers for principal buildings which are not visible from the street or private way shall additionally be displayed at the intersection of the driveway and servicing street, and attached to a post, wall, fence or mailbox at a level to ensure visibility. *Ref. LDC Section 7.18.04.*

Louis Zunguze, MURP
Community Development Director
City of Destin

Date

Erik Houston, Authorized Agent
Ingenium Enterprises, Inc.

Date

**TECHNICAL REVIEW COMMITTEE REPORT
PANDA EXPRESS
MAJOR DEVIATION TO A MAJOR DEVELOPMENT ORDER (21-10-SP)**

Applicant: RW Management, Ltd.
Agent: Ingenium Enterprises, Inc.
Location: 34898 Emerald Coast Parkway
Request: ±2,381 SF single story restaurant with a drive thru
Parcel Size: 0.70 acres, ± 30,855 square feet
Future Land Use: Commercial General (CG)
Zoning District: Commercial General (CG)
Density: Not applicable
Intensity: 0.08 FAR
Application Date: January 15, 2021
Approved Site Plan Date: September 7, 2021

DISCUSSION/FINDINGS

Ingenium Enterprises, Inc., on behalf of RW Management Ltd., is requesting an approval for a Major Deviation to an existing Major Development Order. The project is located at 34898 Emerald Coast Parkway (Parcel ID: 00-2S-22-0588-0000-0030). The property is approximately 0.70 acres and is currently the location of the vacant Edwin Watts Golf Shop. The applicant is proposing a new, ±2,381 SF single-story fast-food restaurant with a drive thru, along with the associated infrastructure.

COMPREHENSIVE PLAN/LAND DEVELOPMENT CODE

The property has a Future Land Use Map Designation of Commercial General (CG) and a Zoning Designation of Commercial General (CG). The proposed project is consistent with the Comprehensive Plan and Land Development Code (LDC).

LAND USE

Limited-service restaurant is an appropriate use within the CG future land use designation and a conditional use within the CG zoning district. The conditional use hearing was approved by the Local Planning Agency (LPA) on January 21, 2021, and approved by City Council at the February 16, 2021 meeting.

DENSITY

Not applicable

HEIGHT

Maximum allowed: 50'
Provided: 23.5'

FLOOR AREA RATIO

Maximum allowed: 1.30
Provided: 0.08

SETBACKS

Front required: 16' – 26'
Front provided: 16'

Side minimum required: 0'
Side provided: 5'

Rear minimum required: 0'
Rear provided: 10'

OPEN SPACE

Minimum required: 25%
Provided: 27%

PLATTING

Not applicable

CONCURRENCY MANAGEMENT

Concurrency requirements have been met:

Traffic: Signed July 27, 2021

Stormwater Management: Signed June 8, 2021

Potable Water/Sanitary Sewer: Signed March 5, 2021

Solid Waste: Signed March 11, 2021

AIRPORT PROTECTION

As proposed, this project is not affected by nor affects the Destin – Ft. Walton Beach Airport. The applicant has indicated on the development order application that the proposed project is not within the Airport Expansion Area.

NOTE: If construction necessitates the use of a crane, or other obstruction, which exceeds Federal Aviation Administration FAR 77 Standards (normally 200 feet above ground level), the applicant must request a variance from the FAA for temporary encroachment into this restrictive area and a copy of a completed FAA Form 7460, must be placed on file with the City of Destin prior to the crane, or other obstruction, penetrating the restricted airspace.

TRANSPORTATION ANALYSIS

The submitted traffic analysis, dated June 30, 2021, indicates the proposed development is estimated to generate approximately 77 trips during the PM peak hour. The analysis is consistent with the technical methodology outlined in LDC 6.05.05.

RIGHT-OF-WAY DEDICATION

The project does not include right-of-way dedication.

INGRESS/EGRESS

Vehicular access to the property is provided by a right-in, right-out on the north side of the property, from the Highway 98/Emerald Coast Parkway public ROW. Vehicular access is also provided by a 40' access easement to the south of the property.

PEDESTRIAN NETWORK

The project provides a complete pedestrian network as required in LDC 8.09.03.A(6). A continuous on-site internal sidewalk is provided throughout the development.

PARKING:

Minimum required: 32

Provided: 32

UTILITIES:

All utilities are required to be undergrounded.

STORMWATER:

The City Manager's Stormwater designee approved the stormwater plan in a memo dated June 8, 2021.

REFUSE COLLECTION:

All non-construction related dumpsters, trashcans, and recycling bins shall be placed in a solid waste collection area or inside a building.

WHITE SANDS ZONE

The proposed project is not located within a White Sands Zone.

LANDSCAPING

Front perimeter/common boundary: Provided

Interior parking landscape: Provided

Buffer zone: Provided

Preservation and restoration:

Reforestation trees required: 7

Preserved trees: 9

Replacement trees: 0

Required parking trees: 3

Total required trees: 3

Total trees provided: 11

SIGNS

All signs must comply with the sign code section of the Destin Land Development Code in effect at the time a sign application is submitted.

IMPACT FEES:

Final impact fee amounts have been developed using the provisions outlined in LDC 19.03.05.A.2. The impact fees for the proposed project are estimated to be:

21-10-SP – Panda Express

LAND USE	UNITS	PARK	LIBRARY	POLICE	TRANS.	TOTAL
Restaurant/Fast Food (per 1,000 SF of gross floor area)	2.381	\$0	\$0	\$31.00	\$4,638.00	
Totals	2.381	\$0	\$0	\$73.81	\$11,043.08	\$11,116.89

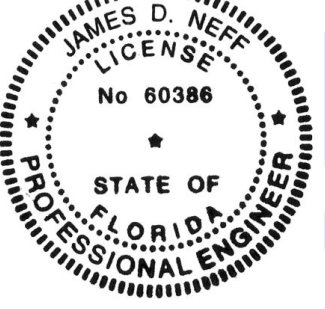
OTHER FEES: NONE

COMMENTS:

Per Community Development Department:

1. **Prior to the issuance of a Certificate of Occupancy**, all required parking and related landscaping shall be installed, inspected, and approved by the Engineering and Community Development Departments.

PROJECT CONTACTS				
CURRENT OWNER J WATTS, CCIM MR. JAMES WATTS 308 WEST JAMES LEE BOULEVARD CRESTVIEW, FLORIDA 32536 PHONE: (850) 240-8031 JWATTS@WATTSPROPERTIES.COM	DEVELOPER PANDA EXPRESS, INC. 1683 WALNUT GROVE AVE. ROSEMEAD, CALIFORNIA 91770 PHONE: (626) 799-9898 FAX: (626) 372-8288	CIVIL ENGINEER INGENIUM ENTERPRISES, INC. MR. JAMES NEFF 14499 NORTH DALE MABRY HIGHWAY SUITE 250 TAMPA, FLORIDA 33618 PHONE: (813) 387-0084 JNEFF@INGENIUMTEAM.COM	ARCHITECT CUHACHI AND PETERSON MS. ADRIANA LOVERA 1925 PROSPECT AVENUE ORLANDO, FLORIDA 32814 PHONE: (407) 861-9100 ADRIANA-LOVERA@C-P.COM	LAND SURVEYOR FREELAND & ASSOCIATES, INC. MR. MICHAEL AUSTIN 323 WEST STONE AVENUE GREENVILLE, SOUTH CAROLINA PHONE: (864) 271-4924 MAUSTIN@FREELANDASSOCIATES.NET
MEP CUHACHI AND PETERSON MS. ADRIANA LOVERA 1925 PROSPECT AVENUE ORLANDO, FLORIDA 32814 PHONE: (407) 861-9100 ADRIANA-LOVERA@C-P.COM	SITE LIGHTING VILLA LIGHTIN SUPPLY MR. RYAN ZINSELMIEIER 2929 CHOTEAU AVENUE ST. LOUIS, MISSOURI 63103 PHONE: (314) 633-0423 RYANSINSELMIEIER@VILLALIGHTING.COM	MUNICIPAL SEWER AGENCY DESTIN WATER USERS (DWU) MS. RACHEL BOYLES 218 MAIN STREET DESTIN, FLORIDA 32541 PHONE: (850) 837-6146 RBOYLES@DWUINC.COM	MUNICIPAL WATER AGENCY DESTIN WATER USERS (DWU) MS. RACHEL BOYLES 218 MAIN STREET DESTIN, FLORIDA 32541 PHONE: (850) 837-6146 RBOYLES@DWUINC.COM	ELECTRIC QULF POWER MR. ANTHONY BEDOYA 34854 EMERALD COAST PARKWAY DESTIN, FLORIDA 32541 PHONE: (850) 244-4763
GAS OKALOOSA GAS DISTRICT MR. JASPER BAILER 364 VALPARAISO PARKWAY VALPARAISO, FLORIDA 32580 PHONE: (850) 974-7005 JASPERBAILEY@OKALOOSAGAS.COM	TELEPHONE COMPANY COX BUSINESS MS. TRACEY MARSH PHONE: (850) 699-0561 TRACEY.MARSH@COX.COM	LANDSCAPE ARCHITECT WAS DESIGN MR. JARED ACY 175 WEST CAPITOL STREET SUITE 500 JACKSON, MISSISSIPPI 39201 PHONE: (601) 790-0781 JACY@WAS-DESIGN.COM	SIGNAGE CITY OF DESTIN MS. TRACI GOODHART 4100 INDIAN BAYOU TRAIL DESTIN, FLORIDA 32541 PHONE: (850) 854-1119 TGOODHARDT@CITYOFDESTIN.COM	FIRE DESTIN FIRE CONTROL DISTRICT MR. MATT TAYLOR 848 AIRPORT ROAD DESTIN, FLORIDA 32541 PHONE: (850) 837-8413 MTAYLOR@DESTINFIRE.COM



Digitally signed by James D. Neff, PE
DN: cn=James D. Neff, PE,
c=US, o=Ingenium Enterprises,
Inc.,
email=jneff@ingeniumteam.com
Date: 2021.07.12 15:22:28 -
04'00'

JAMES NEFF, STATE OF FLORIDA,
PROFESSIONAL ENGINEER, LICENSE NO.
60386

THIS ITEM HAS BEEN ELECTRONICALLY
SIGNED AND SEALED BY JAMES NEFF ON
THE DATE INDICATED HERE USING A SHA
AUTHENTICATION CODE. PRINTED COPIES
OF THIS DOCUMENT ARE NOT
CONSIDERED SIGNED AND SEALED AND
THE SHA AUTHENTICATION CODE MUST BE
VERIFIED ON ANY ELECTRONIC COPIES.

LEGAL DESCRIPTION

LOT 3, CRYSTAL BEACH PLAZA 2, A RESUBDIVISION OF LOTS 3 & 4, CRYSTAL BEACH PLAZA, AS RECORDED IN PLAT BOOK 15, PAGE 33 AND 34, BEING RECORDED IN PLAT BOOK 15, PAGES 86 AND 87 OF THE PUBI RECORDS OF OKALOOSA COUNTY, FLORIDA.

THE CONTRACTOR IS RESPONSIBLE FOR MEETING ALL LOCAL, STATE, AND FEDERAL CERTIFICATION AND LICENSING REQUIREMENTS FOR CONSTRUCTION, INCLUDING BUT NOT LIMITED TO: LAND DISTURBANCE PERMITS, BUILDING PERMITS, DEMOLITION PERMITS, NPDES PERMITS, DEWATERING PERMITS, ETC.

CONTRACTOR SHALL PROTECT ALL ITEMS OUTSIDE LIMITS OF CONSTRUCTION UNLESS OTHERWISE NOTED IN THE CONSTRUCTION PLANS OR SPECIFICATIONS.

CONTRACTOR SHALL FIELD VERIFY ALL EXISTING UTILITIES (LOCATIONS AND ELEVATIONS) PRIOR TO STARTING CONSTRUCTION AND ALERT ENGINEER TO ANY DISCREPANCIES IMMEDIATELY.

24-HOUR CONTACT:
JOE CELENTO
(912) 272-4811



- PANDA EXPRESS
STANDARD NOTES**
1. THE GEOTECHNICAL INVESTIGATION PREPARED BY TERRACON, DATED 12/08/2020 AND ANY SUBSEQUENT ADDENDUMS IS CONSIDERED PART OF THE CONTRACT DOCUMENTS. IT IS THE CONTRACTORS' RESPONSIBILITY TO COORDINATE THE REPORTS' RECOMMENDATIONS AND FINDINGS WITH THE OWNER, ENGINEER AND ARCHITECT PRIOR TO CONSTRUCTION. IMPLEMENTATION OF THE REPORTS' RECOMMENDATIONS MAY REQUIRE THE CONTRACTOR TO PERFORM ADDITIONAL WORK NOT SHOWN ON THE CIVIL PLANS INCLUDING BUT NOT LIMITED TO: EXCAVATION, REMEDIATION, DEWATERINGS, COMPACTION ETC.
 2. CONTRACTOR SHALL COORDINATE AND VERIFY LOCATION OF ALL SIGNAGE WITH OWNER PRIOR TO CONSTRUCTION.
 3. CONTRACTOR SHALL COORDINATE AND ADJUST LOCATION OF LOOP DETECTORS TO AVOID UTILITY CONFLICTS PRIOR TO CONSTRUCTION.
 4. CONTRACTOR SHALL ENSURE 100% COVERAGE OF ALL LANDSCAPED AREAS WITHIN LIMITS OF WORK, INCLUDING POTENTIAL OFFSITE AREAS. COVERAGE SHALL INCLUDE BOTH LANDSCAPING AND IRRIGATION.

SITE DEVELOPMENT
PLANS:



CLIENT PROJECT NO.: D8086
34898 EMERALD COAST PARKWAY
DESTIN, FLORIDA 32541
OKALOOSA COUNTY

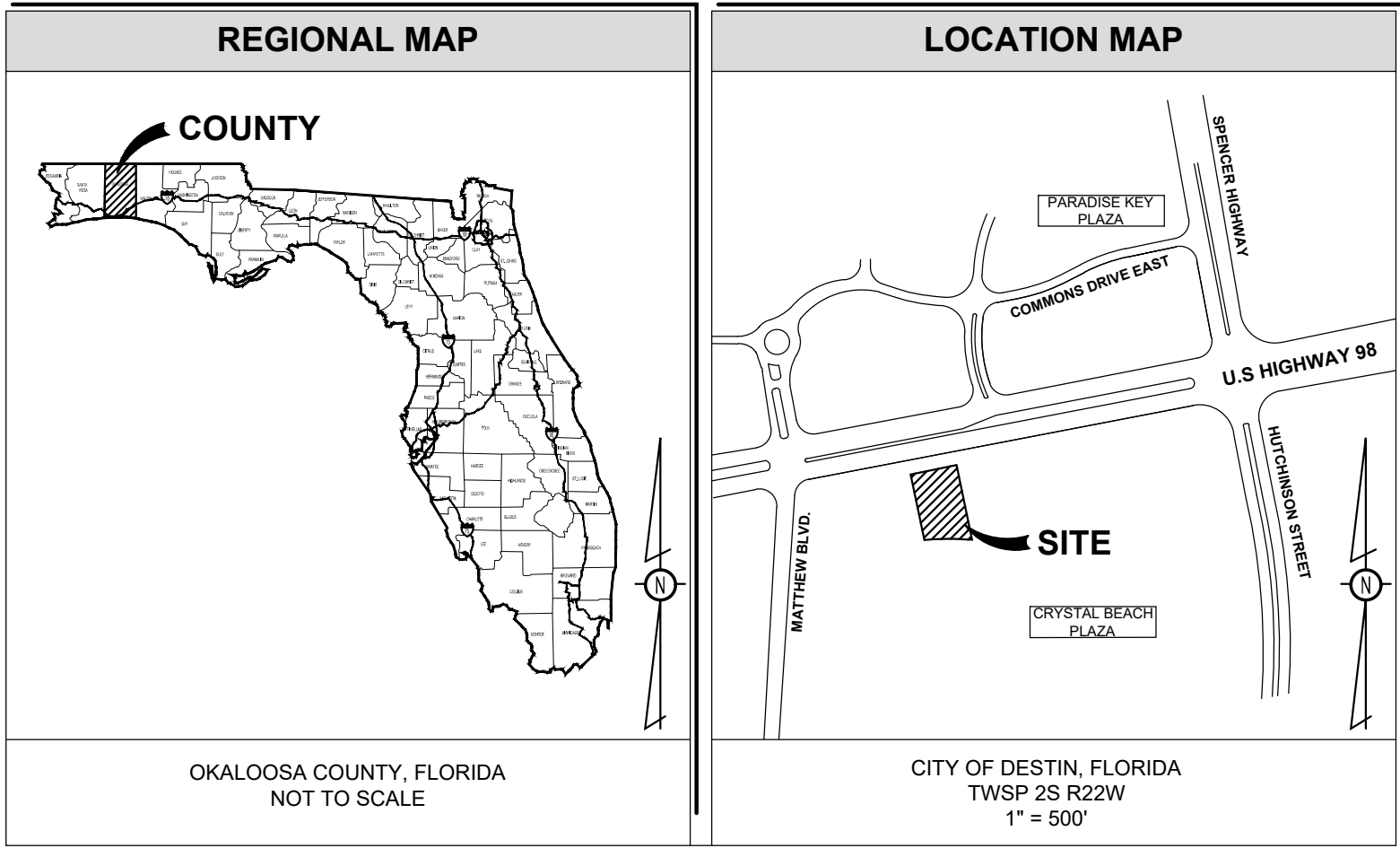
PREPARED BY:



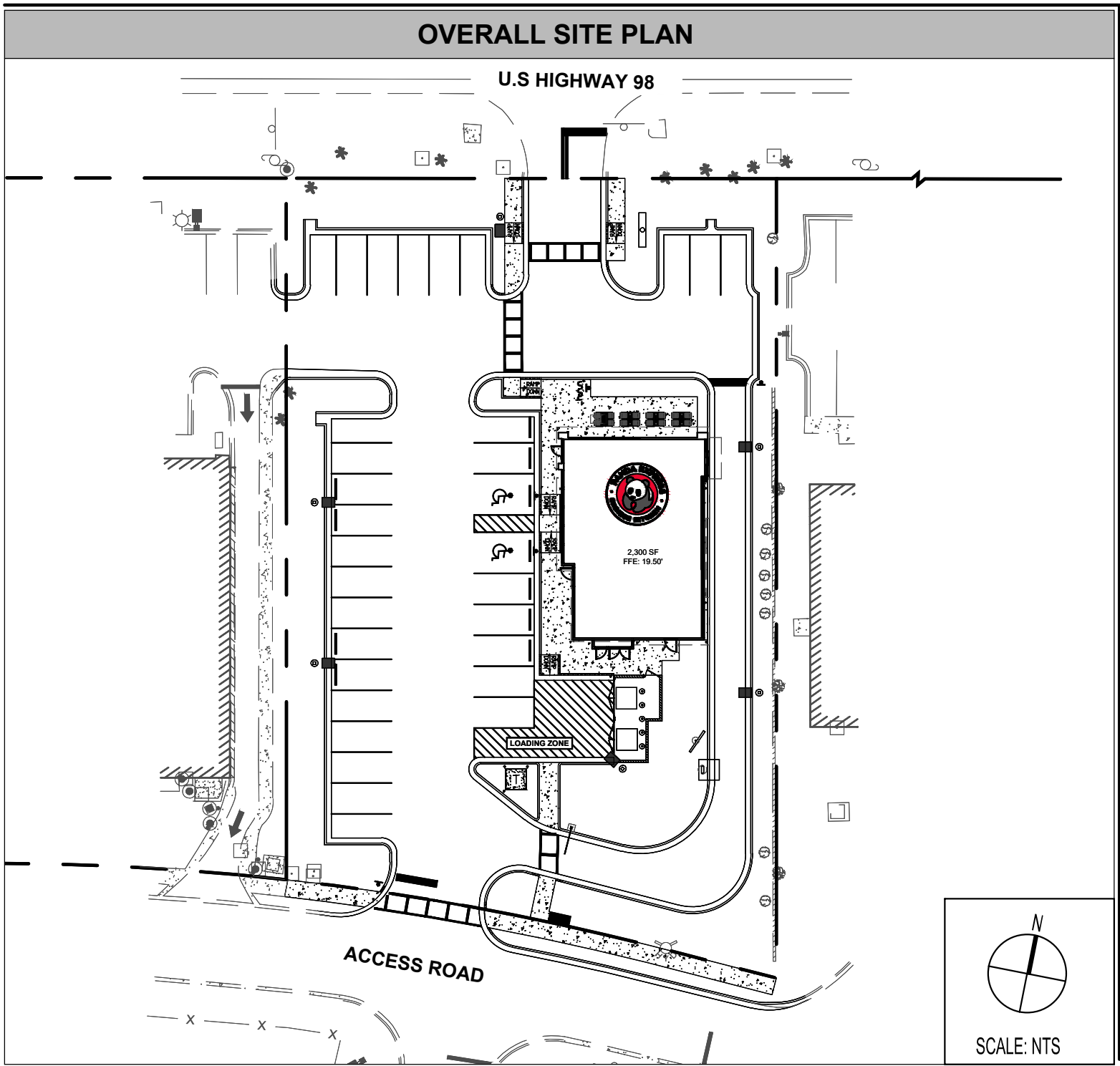
PLANNING & ENGINEERING

PREPARED FOR:

PANDA EXPRESS, INC.
1683 WALNUT GROVE AVE.
ROSEMEAD, CALIFORNIA 91770
PHONE: 626.799.9898
FAX: 626.372.8288



SITE INFORMATION	
JURISDICTION:	CITY OF DESTIN, FLORIDA
ZONING:	GENERAL COMMERCIAL (CG)
REQUIRED BUILDING SETBACKS:	FRONT: 16' TO 26' SIDE: 0' SIDE: 0' REAR: 0'
REQUIRED PARKING:	32 SPACES 4 BIKE SPACES
PROPOSED PARKING :	9' X 19' (REGULAR) = 30 8' X 15' (HC) = 2 TOTAL = 32
REQUIRED LANDSCAPE BUFFER:	FRONT: 10' REAR: 5' SIDE: 5'
DRIVE AISLE:	SIZE VARIES (SEE PLANS)
SITE AREA CALCULATIONS:	SITE: ±30,855 SF (0.708 AC) AC. PERVIOUS AREA: ±8,204 SF (0.19) AC. IMPERVIOUS AREA: ±22,646 SF (0.52) AC. DISTURBED AREA: ±32,734 (0.75) AC.
OPEN SPACE CALCULATIONS:	PERVIOUS / SITE = OPEN SPACE 0.19 AC / 0.71 AC = 27%
FLOOD HAZARD:	NO PORTION OF THIS PROPERTY IS LOCATED IN A SPECIAL FLOOD AREA AS PER F.I.R.M. MAP NO. 12091C0493H, DATED 12/06/2002.
EXISTING INFORMATION:	PROVIDED BY FREELAND & ASSOCIATES, INC., DATED 10/29/2020 (SEE SHEET C02.0).
SITE LIGHTING:	PHOTOMETRICS DESIGNED BY OTHERS. POLE LOCATIONS ARE SHOWN FOR REFERENCE ONLY. CONTRACTOR SHALL VERIFY FINAL LOCATION OF POLES WITH PHOTOMETRIC PLAN, SHEET SL01.0, AND OWNER PRIOR TO CONSTRUCTION.



SHEET INDEX		ISSUE 01 - ISSUE FOR PERMIT	01/12/2021	ISSUE 02 - SUBMIT TO FDOT	02/11/2021	ISSUE 03 - RESUBMIT TO CITY AND FDOT	04/23/2021	ISSUE 04 - RESUBMIT TO CITY	07/09/2021		
NO.	TITLE										
C01.0	COVER SHEET	●	●	●	●	●	●	●	●		
C01.1	GENERAL NOTES	●	●	●	●	●	●	●	●		
C02.0	ALTA/ACSM SURVEY	●	●	●	●	●	●	●	●		
C02.1	DEMOLITION PLAN	●	●	●	●	●	●	●	●		
C03.0	SITE PLAN	●	●	●	●	●	●	●	●		
C03.1	STAKING PLAN	●	●	●	●	●	●	●	●		
C03.2	HARDSCAPE DETAILS I	●	●	●	●	●	●	●	●		
C03.3	HARDSCAPE DETAILS II	●	●	●	●	●	●	●	●		
C03.4	TRUCK TURNING	●	●	●	●	●	●	●	●		
C04.0	UTILITY PLAN	●	●	●	●	●	●	●	●		
C04.1	UTILITY DETAILS I	●	●	●	●	●	●	●	●		
C04.2	UTILITY DETAILS II	●	●	●	●	●	●	●	●		
C04.3	UTILITY DETAILS III	●	●	●	●	●	●	●	●		
C04.4	UTILITY DETAILS IV	●	●	●	●	●	●	●	●		
C04.5	UTILITY DETAILS V	●	●	●	●	●	●	●	●		
C04.6	UTILITY DETAILS VI	●	●	●	●	●	●	●	●		
C04.7	PIPE PROFILE I	●	●	●	●	●	●	●	●		
C04.8	PIPE PROFILE II	●	●	●	●	●	●	●	●		
C05.0	GRADING & DRAINAGE PHASE	●	●	●	●	●	●	●	●		
C05.1	BUILDING DRAINAGE DETAIL PLAN	●	●	●	●	●	●	●	●		
C06.0	ESPC PLAN- CLEARING PHASE	●	●	●	●	●	●	●	●		
C06.1	ESPC PLAN- GRADING PHASE	●	●	●	●	●	●	●	●		
C06.2	ESPC PLAN- FINAL PHASE	●	●	●	●	●	●	●	●		
C06.3	ESPC DETAILS I	●	●	●	●	●	●	●	●		
C06.4	ESPC DETAILS II	●	●	●	●	●	●	●	●		
C06.5	ESPC DETAILS III	●	●	●	●	●	●	●	●		
C06.6	ESPC DETAILS IV	●	●	●	●	●	●	●	●		
L01.0	LANDSCAPE PLAN	●	●	●	●	●	●	●	●		
L01.1	LANDSCAPE DETAILS	●	●	●	●	●	●	●	●		
I01.0	IRRIGATION PLAN I	●	●	●	●	●	●	●	●		
I01.1	IRRIGATION PLAN II	●	●	●	●	●	●	●	●		
SL01.0	PHOTOMETRIC PLAN	●	●	●	●	●	●	●	●		



PANDA EXPRESS, INC.
1683 WALNUT GROVE AVE.
ROSEMEAD, CALIFORNIA 91770
TELEPHONE: 626.799.9898
FACSIMILE: 626.372.8288

All ideas, designs, arrangement and plans indicated or represented by this drawing are the property of Panda Express Inc. and were created for use on this specific project. None of these ideas, designs, arrangements or plans may be used by or disclosed to any person, firm, or corporation without the written permission of Panda Express Inc.

REVISIONS:

ISSUE DATE:

60% SET	11-23-2020
90% SET	04-23-2021
100% SET	07-09-2021

DRAWN BY: KBS/JM/EH

PANDA PROJECT #: D8086
PANDA STORE #:
CIVIL PROJECT #: 200061



THIS ITEM HAS BEEN DIGITALLY SIGNED AND SEALED BY JAMES NEFF, PE ON THE DATE ADJACENT TO THE SEAL.

PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED AND THE SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPIES.

PANDA EXPRESS
TRUE WARM & WELCOME 2300
34898 EMERALD COAST PARKWAY
DESTIN, FLORIDA 32541

COVER SHEET
C01.0

SHEET 01 OF 32

TRUE WARM & WELCOME 2300
ALWAYS INCLUDE WHAT DD# IS

GENERAL NOTES

CONTRACTOR SHALL COORDINATE AND VERIFY LOCATION OF ALL SIGNAGE WITH OWNER PRIOR TO CONSTRUCTION.

CONTRACTOR SHALL ENSURE 100% COVERAGE OF ALL LANDSCAPED AREAS WITHIN LIMITS OF WORK, INCLUDING POTENTIAL OFFSITE AREAS. COVERAGE SHALL INCLUDE BOTH LANDSCAPING AND IRRIGATION.

CONTRACTOR SHALL COORDINATE AND ADJUST LOCATION OF LOOP DETECTORS TO AVOID UTILITY CONFLICTS PRIOR TO CONSTRUCTION.

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DEMOLITION NOTES

CONTRACTOR SHALL PROTECT ALL ITEMS OUTSIDE LIMITS OF CONSTRUCTION UNLESS OTHERWISE NOTED IN THE CONSTRUCTION PLANS OR SPECIFICATIONS.

CONTRACTOR SHALL FIELD VERIFY ALL EXISTING UTILITIES (LOCATIONS AND ELEVATIONS) PRIOR TO STARTING CONSTRUCTION AND ALERT ENGINEER TO ANY DISCREPANCIES IMMEDIATELY.

HARDSCAPE NOTES

CONTRACTOR SHALL PROTECT ALL ITEMS OUTSIDE LIMITS OF CONSTRUCTION UNLESS OTHERWISE NOTED IN THE CONSTRUCTION PLANS OR SPECIFICATIONS.

CONTRACTOR SHALL FIELD VERIFY ALL EXISTING UTILITIES (LOCATIONS AND ELEVATIONS) PRIOR TO STARTING CONSTRUCTION AND ALERT ENGINEER TO ANY DISCREPANCIES IMMEDIATELY.

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CONTRACTOR SHALL COORDINATE AND ADJUST LOCATION OF LOOP DETECTORS TO AVOID UTILITY CONFLICTS PRIOR TO CONSTRUCTION.

CONTRACTOR SHALL INSTALL GENERAL UTILITY CONDUITS TO PLANTERS AROUND BUILDING AND PATIO. SEE ARCHITECTURAL/MEP PLANS FOR CONTINUATION.

UTILITY NOTES

CONTRACTOR SHALL INCLUDE PULL STRING FOR TELECOM SERVICE. LEAVE CONDUIT PROTRUDING OUT OF GROUND MIN 12" AND PAINT ORANGE, TAG WITH FLAG OR OTHER MARKER NOTING LOCATION OF TELEPHONE CONDUIT.

CONTRACTOR SHALL COORDINATE AND VERIFY LOCATION OF ALL SIGNAGE WITH OWNER PRIOR TO CONSTRUCTION.

CONTRACTOR SHALL COORDINATE AND ADJUST LOCATION OF LOOP DETECTORS TO AVOID UTILITY CONFLICTS PRIOR TO CONSTRUCTION.

CONTRACTOR SHALL INSTALL GENERAL UTILITY CONDUITS TO PLANTERS AROUND BUILDING AND PATIO. SEE ARCHITECTURAL/MEP PLANS FOR CONTINUATION.

CONTRACTOR SHALL PROTECT ALL ITEMS OUTSIDE LIMITS OF CONSTRUCTION UNLESS OTHERWISE NOTED IN THE CONSTRUCTION PLANS OR SPECIFICATIONS.

CONTRACTOR SHALL FIELD VERIFY ALL EXISTING UTILITIES (LOCATIONS AND ELEVATIONS) PRIOR TO STARTING CONSTRUCTION AND ALERT ENGINEER TO ANY DISCREPANCIES IMMEDIATELY.

GENERAL NOTES

- INGENIUM ENTERPRISES, INC. (IE) REGULARLY UPDATES ELECTRONIC FILES DURING THE DEVELOPMENT OF A PROJECT. AS A RESULT, THE DATA INCLUDED IN ANY CAD FILE OR DRAWING PRIOR TO ITS FINAL RELEASE DOES NOT NECESSARILY REFLECT THE COMPLETE SCOPE OR CONTENT AS DEFINED IN THE CONTRACT. THE CONTENTS IN THESE FILES MAY THEREFORE BE PRELIMINARY, INCOMPLETE WORK IN PROGRESS, AND SUBJECT TO CHANGE. FURTHERMORE, THE INFORMATION CONTAINED HEREIN IS THE EXCLUSIVE PROPERTY OF IE. THE ORIGINAL IDEAS REPRESENTED HERE BY THIS INFORMATION SHALL NOT BE USED, ALTERED, OR REPRODUCED IN ANY MANNER WITHOUT THE EXPRESSED WRITTEN CONSENT OF IE.
- DEVIATIONS FROM THESE PLANS AND NOTES WITHOUT PRIOR CONSENT OF THE OWNER, HIS REPRESENTATIVE, OR THE ENGINEER MAY CAUSE THE WORK TO BE UNACCEPTABLE. THE DRAWINGS AND SPECIFICATIONS ARE INTENDED TO COVER A COMPLETE PROJECT, READY TO USE, AND ALL ITEMS NECESSARY FOR A COMPLETE AND WORKABLE JOB SHALL BE FURNISHED AND INSTALLED. THIS INCLUDES ALL STRIPING AND SIGNAGE.
- IN ACCORDANCE WITH GENERALLY ACCEPTED CONSTRUCTION PRACTICES, THE CONTRACTOR WILL BE SOLELY AND COMPLETELY RESPONSIBLE FOR CONDITIONS OF THE JOB SITE, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY DURING PERFORMANCE OF THE WORK. THIS REQUIREMENT WILL APPLY CONTINUOUSLY AND WILL NOT BE LIMITED TO NORMAL WORKING HOURS. THE DUTY OF THE OWNER TO CONDUCT CONSTRUCTION REVIEW OF THE CONTRACTOR'S PERFORMANCE IS NOT INTENDED TO INCLUDE REVIEW OF THE ADEQUACY OF THE CONTRACTOR'S SAFETY MEASURES, IN, ON OR NEAR THE CONSTRUCTION SITE. CONTRACTOR WILL BE RESPONSIBLE FOR PROVIDING AND MAINTAINING ALL BARRICADES, WARNING SIGNS, FLASHING LIGHTS AND TRAFFIC CONTROL DEVICES DURING CONSTRUCTION. CONTRACTOR TO COMPLY WITH ALL OSHA REGULATIONS, REQUIREMENTS AND SAFETY MEETING REQUIREMENTS.
- THE ENGINEER SHALL NOT BE RESPONSIBLE FOR CONSTRUCTION, MEANS, METHODS, TECHNIQUES, OR PROCEDURES UTILIZED BY THE CONTRACTOR, NOR FOR THE SAFETY OF PUBLIC OR CONTRACTOR'S EMPLOYEES, OR FOR THE FAILURE OF THE CONTRACTOR TO CARRY OUT THE WORK IN ACCORDANCE WITH THE CONTRACT DOCUMENTS.

GRADING & DRAINAGE NOTES

CONTRACTOR SHALL PROTECT ALL ITEMS OUTSIDE LIMITS OF CONSTRUCTION UNLESS OTHERWISE NOTED IN THE CONSTRUCTION PLANS OR SPECIFICATIONS.

CONTRACTOR SHALL FIELD VERIFY ALL EXISTING UTILITIES (LOCATIONS AND ELEVATIONS) PRIOR TO STARTING CONSTRUCTION AND ALERT ENGINEER TO ANY DISCREPANCIES IMMEDIATELY.

ESPC PLAN

CONTRACTOR SHALL PROTECT ALL ITEMS OUTSIDE LIMITS OF CONSTRUCTION UNLESS OTHERWISE NOTED IN THE CONSTRUCTION PLANS OR SPECIFICATIONS.

CONTRACTOR SHALL FIELD VERIFY ALL EXISTING UTILITIES (LOCATIONS AND ELEVATIONS) PRIOR TO STARTING CONSTRUCTION AND ALERT ENGINEER TO ANY DISCREPANCIES IMMEDIATELY.

FDOT GENERAL NOTES

- GOVERNING DOCUMENTS NOTE: "ALL WORK IN THE RIGHT-OF-WAY SHALL BE DONE IN ACCORDANCE WITH THE FY 2020/2021 FDOT STANDARD PLANS FOR ROADWAY CONSTRUCTION, THE 2021 FDOT STANDARD SPECIFICATIONS FOR ROAD & BRIDGE CONSTRUCTION, 2021 FLORIDA DESIGN MANUAL, 2016 FLORIDA GREENBOOK, AND THE 2016 MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MUTCD)."
- HURRICANE NOTE: "ALL LANES MUST BE OPENED TO TRAFFIC WITHIN 12 HOURS AFTER RECEIVING NOTIFICATION OF A HURRICANE EVACUATION OR ANY OTHER CATASTROPHIC EVENT AND SHALL REMAIN OPEN FOR THE DURATION OF THE EVACUATION OR EVENT AS DIRECTED BY THE PERMITS MANAGER."
- PRE-WORK MEETING NOTE: "ENGINEER SHALL SCHEDULE AND HAVE AN ON-SITE PRE-WORK MEETING WITH REPRESENTATIVES FROM THE ENGINEERING FIRM, FDOT QUALITY CONTROL TESTING LABORATORY, PRIME CONTRACTOR, AND ANY OTHER INTERESTED PARTY PRESENT."
- PRE-PAVING MEETING NOTE: "PAVING CONTRACTOR SHALL SCHEDULE A PRE-PAVING MEETING WITH FDOT. PROPOSED ASPHALT MIX DESIGNS SHALL BE SUBMITTED FOR APPROVAL PRIOR TO OR AT THE PRE-PAVING MEETING."
- QC PLAN NOTE: "CONTRACTOR MUST SUBMIT A QUALITY CONTROL PLAN FOR FDOT REVIEW AND APPROVAL BEFORE OR AT THE REQUIRED PRE-WORK MEETING. QUALITY CONTROL TESTING SHALL BE PERFORMED BY FDOT CERTIFIED TECHNICIANS AND TESTING LABORATORY. ALL TEST RESULTS SHALL BE PROVIDED TO FDOT AS SOON AS PRACTICAL."
- SOD NOTE: "SOD AREAS WITHIN 32' OF EDGE OF PAVEMENT & SLOPES GREATER THAN 1:3 OTHER DISTURBED AREAS MAY BE REPAIRED BY SEEDING OR HYDRO-SEEDING. SEE FDOT STANDARD PLANS INDEX 570-010 AND SECTION 570 OF THE FDOT STANDARD SPECIFICATIONS FOR ROAD & BRIDGE CONSTRUCTION."
- STRIPING NOTE: "ALL STRIPING WITHIN FDOT RIGHT OF WAY SHALL BE THERMOPLASTIC AND ADHERE TO FDOT STANDARD PLANS INDEX 711-001 AND SECTION 711 OF THE FDOT STANDARD SPECIFICATIONS FOR ROAD & BRIDGE CONSTRUCTION."
- STANDARD SPEC 711-4.1 STATES: "WAIT AT LEAST 14 DAYS AFTER CONSTRUCTING THE FINAL ASPHALT SURFACE COURSE TO PLACE THERMOPLASTIC PAVEMENT MARKINGS. INSTALLATION OF THERMOPLASTIC ON CONCRETE REQUIRES A CLEAN, DRY SURFACE. FOLLOW THE MANUFACTURER'S RECOMMENDATIONS FOR SURFACE PREPARATION. FOR THERMOPLASTIC ON CONCRETE, PROVIDE TEMPORARY PAVEMENT MARKINGS DURING THE INTERIM PERIOD PRIOR TO OPENING THE ROAD TO TRAFFIC."
- LANE AND SHOULDER CLOSURES: "ALL LANE AND SHOULDER CLOSURES MUST BE REQUESTED IN WRITING AND APPROVED A MINIMUM OF 48 HOURS PRIOR TO WORK STARTING. ALLOW UP TO 2 WEEKS FOR LANE CLOSURE APPROVAL PROCESS."
- CONTACT LOCAL PERMITS OFFICE FOR MORE DETAILS AT 850-836-5790 OR 850-836-5742.
- DITCH FLOWLINE: "IT IS THE CONTRACTOR'S RESPONSIBILITY TO PLACE SIDE DRAIN PIPES AT PROPER ELEVATIONS TO MATCH THE FLOWLINE OF THE DRAINAGE DITCH (NOT SEDIMENT BUILDUP) TO ENSURE POSITIVE STORMWATER FLOW."

SOILS MAP



KUREB SAND, 0 TO 8 PERCENT SLOPES - 100% (NOT TO SCALE)

EXISTING CONDITIONS LEGEND

DESCRIPTION	LINETYPE/SYMBOL
IRRIGATION CONTROL VALVE	ICV
IRON PIN FOUND	IPF
IRON PIN SET (1/2" RB)	IPS
OPEN TOP PIPE	OT
CRIMP TOP PIPE	CT
CONCRETE MONUMENT FOUND	CMF
NAIL AND CAP	N & C
REBAR	RB
POWER POLE	PP
TELEPHONE POLE	TP
LAND LOT	LL
LAND LOT LINE	LLL
POINT OF BEGINNING	POB
BUILDING LINE	BL
CENTER LINE	CL
PROPERTY LINE	PL
FIRE HYDRANT	FH
CATCH BASIN	CB
DROP INLET	DI
HEADWALL	HW
JUNCTION BOX	JB
DRAINAGE EASEMENT	DE
WATER METER	WM
WATER VALVE	WV
GAS VALVE	GV
MANHOLE	MH
RIGHT-OF-WAY MONUMENT FOUND	☒
GAS LINE	— GAS —
WATER LINE	— WAT —
SANITARY SEWER LINE	— SAN —
STORM DRAINAGE PIPE	— — — — —
OVERHEAD ELECTRIC LINE	— OH ELE —
OVERHEAD ELECTRIC/TELEPHONE/TV LINE	— OH E/TV —
OVERHEAD ELECTRIC/TELEPHONE LINE	— OH ET —

ABBREVIATIONS

ASPH	=	ASPHALT
BC	=	BOTTOM OF CURB
BFP	=	BACKFLOW PREVENTER
BW	=	BOTTOM OF WALL
C&G	=	CURB AND GUTTER
C.B.	=	CHORD BEARING
CB	=	CATCH BASIN
CF	=	CUBIC YARD
C	=	CENTERLINE
CMP	=	CORRUGATED METAL PIPE
Co	=	GENERAL CLEAN OUT
CONC.	=	CONCRETE
CW	=	COLD WATER SUPPLY
CY	=	CUBIC YARD
D.O.T.	=	DEPARTMENT OF TRANSPORTATION
DI	=	DROP INLET
DS	=	DOWN SPOUT
DIP	=	DUCTILE IRON PIPE
E	=	EAST
EL	=	ELEVATION
EGL	=	ENERGY GRADE LINE
EXIST.	=	EXISTING
FDC	=	FIRE DEPARTMENT CONNECTION
FES	=	FLARED END SECTION
FTE	=	FINISH FLOOR ELEVATION
FH	=	FIRE HYDRANT
GC	=	GENERAL CONTRACTOR
GSF	=	GROSS SQUARE FEET
GT	=	GREASE TRAP
HV	=	GATE VALVE
HDPE	=	HIGH DENSITY POLYETHYLENE
HGL	=	HYDRAULIC GRADE LINE
HW	=	HOT WATER SUPPLY
I	=	INTERNAL ANGLE
INV.	=	INVERT
IRR	=	IRRIGATION
L	=	LENGTH OF CURVE
L.C.	=	LENGTH OF CHORD
LFEE	=	LOWER FINISH FLOOR ELEVATION
LP	=	LIGHT FIXTURE
LS	=	LANDSCAPE
MH	=	MANHOLE
N	=	NORTH
PC	=	POINT OF CURVATURE
PI	=	POINT OF INTERSECTION
PIV	=	POST INDICATOR VALVE
PROP	=	PROPOSED
PT	=	POINT OF TANGENCY
PVC	=	POLYVINYL CHLORIDE PIPE
R	=	RADIUS OF CURVE
RCP	=	REINFORCED CONCRETE PIPE
RD	=	ROOF DRAIN
R/W	=	RIGHT-OF-WAY
S	=	SOUTH
SF	=	SQUARE FEET
SSE	=	SANITARY SEWER EASEMENT
STD	=	STANDARD
SY	=	SQUARE YARD
T	=	TANGENT OF CURVE LENGTH
TC	=	TOP OF CURB
TB	=	THRUST BLOCKING
TW	=	TOP OF WALL
TYP.	=	TYPICAL
W	=	WEST
WM	=	WATER METER
W.S.	=	WATER SURFACE
W.S.E.	=	WATER SURFACE ELEVATION
YR	=	YEAR

SEE SURVEY/EXISTING CONDITIONS FOR ABBREVIATIONS SPECIFIC TO THAT SHEET

DEFINITIONS

"ISSUED FOR PERMITTING"
DRAWINGS ARE INTENDED FOR SUBMITTAL TO THE JURISDICTION(S) HAVING AUTHORITY FOR REVIEW, COMMENT, AND/OR APPROVAL. DRAWINGS ARE NOT INTENDED FOR PRICING, BID, OR CONSTRUCTION.

"NOT ISSUED FOR CONSTRUCTION"
DRAWINGS ARE INTENDED FOR SUBMITTAL TO THE JURISDICTION(S) HAVING AUTHORITY FOR REVIEW, COMMENT, AND/OR APPROVAL. DRAWINGS ARE NOT INTENDED FOR CONSTRUCTION.

"ISSUED FOR CONSTRUCTION"
DRAWINGS ARE INTENDED FOR PRICING, BID, AND/OR CONSTRUCTION.

"RIM"
1. THROAT OR GRATE ELEVATION FOR CURB INLETS.
2. TOP OF STRUCTURE FOR JUNCTION BOXES/OCS.
3. TOP OF STRUCTURE FOR SANITARY MANHOLES AND CLEANOUTS.

PROPOSED LEGEND

GENERAL	LINETYPE/SYMBOL	REFERENCE
RIGHT-OF-WAY/PROPERTY LINE	— — — — —	SEE PLANS
CENTERLINE	— — — — —	SEE PLANS
LIMITS OF CONSTRUCTION	— L —	SEE PLANS
DETAIL REFERENCE	⊙	SEE PLANS
ADDENDUM AND/OR REVISION REFERENCE	⊙	SEE PLANS

SITE/HARDSCAPE	LINETYPE/SYMBOL	REFERENCE
CHAIN LINK FENCE	*****	NOT APPLICABLE
RETAINING WALL	=====	NOT APPLICABLE
SCREEN WALL/DUMPSTER ENCLOSURE	=====	SEE PLANS
CURB & GUTTER	=====	DETAIL 3, SHEET C03.3
HEADER CURB	=====	NOT APPLICABLE
CONCRETE SIDEWALK	=====	DETAIL 6, SHEET C03.3

UTILITY	LINETYPE/SYMBOL	REFERENCE
DOMESTIC WATER LINE	— DW — DW —	1" PVC
FIRE WATER LINE	— FW — FW —	NOT APPLICABLE
BUILDING FIRE SPRINKLER LINE	— FWS — FWS —	NOT APPLICABLE
IRRIGATION WATER LINE	— IRR — IRR —	SHEET I01.0
DOMESTIC WATER METER (WM)	⊙	BY UTILITY
IRRIGATION METER (IRR)	⊙	SHEET I01.0
BACKFLOW PREVENTER (RPZ)	⊙	NOT APPLICABLE
FIRE VAULT (DDC)	⊙	NOT APPLICABLE
DC BACKFLOW PREVENTER	⊙	DETAIL 3, SHEET C04.1
WATER TAP OR TEE	⊙	DETAIL 5, SHEET C04.1
GATE VALVE (GV)	⊙	DETAIL 6, SHEET C04.1
THRUST BLOCK (TB)	⊙	NOT APPLICABLE
FIRE HYDRANT (FH)	⊙	NOT APPLICABLE
FIRE DEPARTMENT CONNECTION (FDC)	⊙	NOT APPLICABLE
SANITARY SEWER (SS)	— SS — SS —	4" & 6" PVC
SANITARY MANHOLE (SSMH)	⊙	NOT APPLICABLE
GENERAL CLEAN OUT (Co)	⊙	DETAIL 2, SHEET C04.2
SAMPLING MANHOLE	⊙	NOT APPLICABLE
SANITARY STRUCTURE NUMBER	⊙	SEE PLANS
UNDERGROUND ELECTRIC LINE-PRIMARY	— UGE-P — UGE-P —	(2) 4" PVC
UNDERGROUND ELECTRIC LINE-SECONDARY	— UGE-S — UGE-S —	(2) 4" PVC
POST INDICATOR VALVE	⊙	NOT APPLICABLE
SITE LIGHTING POLE	⊙	SEE PHOTOMETRIC PLANS ON SHEET SL01.0
TRANSFORMER PAD	⊙	SEE PLANS
METER/CT PEDESTAL	⊙	SEE PLANS
UNDERGROUND TELEPHONE LINE	— UGT — UGT —	(2) 4" PVC
GENERAL UTILITY CONDUIT	— GU — GU —	(2) 4" PVC
GAS LINE	— G — G —	**
GAS METERS	⊙	**

ALL UTILITIES SHALL BE INSTALLED ACCORDING TO UTILITY PROVIDERS AND JURISDICTION STANDARDS AND SPECIFICATIONS

GRADING/DRAINAGE	LINETYPE/SYMBOL	REFERENCE
GRADE	1000	SEE PLANS
SPOT ELEVATION	× 1000.00	SEE PLANS
STORM DRAIN	=====	SEE PLANS
HEADWALL (HW) / FLARED END SECTION (FES)	⊙	NOT APPLICABLE
DROP INLET (GRATE)	⊙	DETAIL 3, SHEET C04.5
DROP INLET (GRATE AND HOOD)	⊙	DETAIL 2, SHEET C04.5
JUNCTION BOX (JB) / OCS	⊙	DETAIL 1, SHEET C04.6
CATCH BASIN (SINGLE WING)	⊙	NOT APPLICABLE
CATCH BASIN (DOUBLE WING)	⊙	NOT APPLICABLE
OUTLET CONTROL STRUCTURE	⊙	DETAIL 1, SHEET C04.5
STORM STRUCTURE NUMBER	⊙	SEE PLANS

ESPC BMP	LINETYPE/SYMBOL	REFERENCE
CE CONSTRUCTION EXIT	⊙	SHEET C06.3
SF SEDIMENT FENCE	⊙	SHEET C06.3
P INLET PROTECTION	⊙	SHEET C06.4
TS TEMPORARY SEEDING	⊙	SHEET C06.4
PS PERMANENT SEEDING	⊙	SHEET C06.5
TPF TREE PROTECTION FENCE	⊙	SHEET C06.6
LIMITS OF CONSTRUCTION	— L —	SEE PLANS

SEE LANDSCAPE/TREE PROTECTION PLANS FOR LEGEND SPECIFIC TO THOSE SHEETS



PANDA EXPRESS, INC.

1683 WALNUT GROVE AVE.
ROSEMead, CALIFORNIA 91770

TELEPHONE: 626.799.9898
FACSIMILE: 626.372.8268

All ideas, designs, arrangement and plans indicated or represented by this drawing are the property of Panda Express Inc. and were created for use on this specific project. None of these ideas, designs, arrangements or plans may be used by or disclosed to any person, firm, or corporation without the written permission of Panda Express Inc.

REVISIONS:

ISSUE DATE:

60% SET	11-23-2020
90% SET	04-23-2021
100% SET	07-09-2021

DRAWN BY: KBS/JM/EH

PANDA PROJECT #: D8086

PANDA STORE #:

CIVIL PROJECT #: 200061

ingenium
ENTERPRISES
PLANNING & ENGINEERING

THIS ITEM HAS BEEN DIGITALLY SIGNED AND SEALED BY JAMES NEFF, PE ON THE DATE ADJACENT TO THE SEAL.

PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED AND THE SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPIES.

PANDA EXPRESS

TRUE WARM & WELCOME 2300
34898 EMERALD COAST PARKWAY
DESTIN, FLORIDA 32541

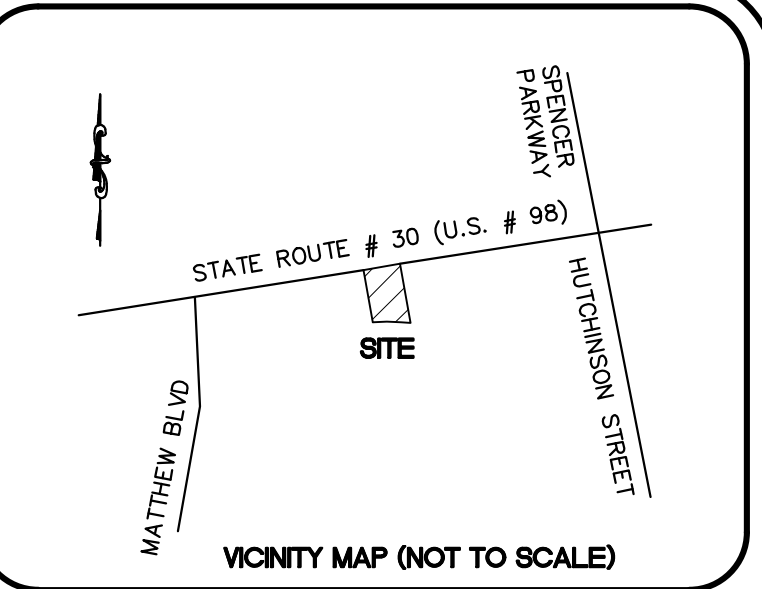
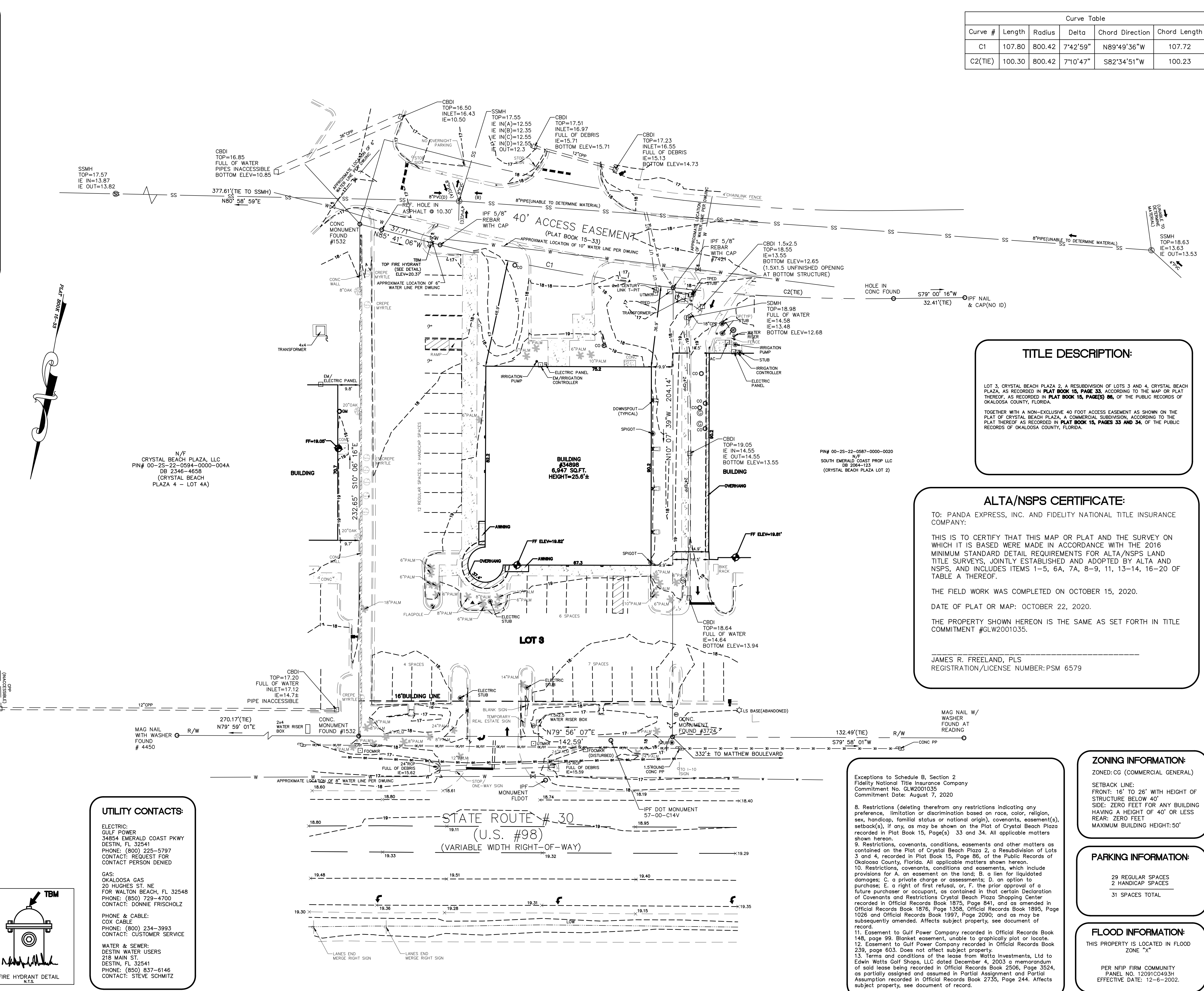
GENERAL NOTES
C01.1

SHEET 02 OF 32

TRUE WARM & WELCOME 2300
ALWAYS INCLUDE WHAT DD# IS

LEGEND:

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



SURVEYOR'S NOTES:

- 1) SQUARE FOOTAGE AND DIMENSIONS OF STRUCTURE(S) ARE FOR INFORMATIONAL PURPOSES ONLY, NOT FOR SALE OR LEASE PURPOSES.
- 2) ZONING PROVIDED BY THE APPROPRIATE GOVERNMENTAL AGENCY: TO BE USED FOR INFORMATIONAL PURPOSES ONLY.
- 3) THE WORDS "CERTIFY", "CERTIFIES" OR "CERTIFICATION" AS USED HEREIN ARE UNDERSTOOD TO BE AN EXPRESSION OF PROFESSIONAL OPINION BY THE SURVEYOR, BASED UPON HIS BEST KNOWLEDGE, INFORMATION AND BELIEF, AS SUCH, DO NOT CONSTITUTE A GUARANTEE NOR A WARRANTY, EXPRESSED OR IMPLIED.
- 4) THE UNDERGROUND UTILITIES SHOWN HEREON WERE TAKEN FROM PLANS PROVIDED BY THE UTILITY COMPANIES AND FIELD MARKED BY LOCATOR SERVICES AND VISUAL APPARATUS SUCH AS VALVES AND METERS. CONTRACTOR SHALL CALL LOCATOR SERVICE FOR VERIFICATION PRIOR TO ANY CONSTRUCTION OR EXCAVATION.
- 5) THERE WAS NO EVIDENCE OF RECENT EARTH MOVING WORK OR BUILDING CONSTRUCTION.
- 6) SURVEYOR IS NOT AWARE AND HAS NOT BEEN MADE AWARE OF ANY PROPOSED CHANGES IN STREET RIGHTS OF WAYS.

CURRENT OWNER OF RECORD:

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

BASIS OF BEARINGS AND BENCHMARK:

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

NAD 83 - NAVD 88

POSSIBLE PROJECTIONS:

NONE OBSERVED

TOTAL LAND AREA:

30,855 SQ.FT.
0.708 ACRES

FREELAND
SURVEYORS • ENGINEERS

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

DRAWN: JL PARTY CHIEF: RH CHECKED: MVA
REF. PLAT BOOK: 15-33 / 15-87
REF. DEED BOOK: 2093-1546
PIN NO: 00-25-22-0587-0000-0030
DATE OF SURVEY: 10-15-20
DATE DRAWN: 10-22-20
DRAWING NO: 73668-LAYERS
DATE OF LAST REVISION: 10-30-20

SCALE: 1" = 20'

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

PLS: JAMES R. FREELAND
NO: PSM 6579

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

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

LOT 3 CRYSTAL BEACH PLAZA II

SITE ADDRESS:
34898 EMERALD COAST PARKWAY
DESTIN, FL 32541

ALWAYS CALL 811 BEFORE YOU DIG

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

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

FIRE HYDRANT DETAIL
N.T.S.

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

8. Restrictions (deleting therefrom any restrictions indicating any preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status or national origin), covenants, easement(s), setback(s), if any, as may be shown on the Plat of Crystal Beach Plaza recorded in Plat Book 15, Page(s) 33 and 34. All applicable matters shown hereon.

9. Restrictions, covenants, conditions, easements and other matters as contained on the Plat of Crystal Beach Plaza 2, a Resubdivision of Lots 3 and 4, recorded in Plat Book 15, Page 86, of the Public Records of Okaloosa County, Florida. All applicable matters shown hereon.

10. Restrictions, covenants, conditions and easements, which include provisions for A, an easement on the land; B, a lien for liquidated damages; C, a private charge or assessments; D, an option to purchase; E, a right of first refusal, or, F, the prior approval of a future purchaser or occupant, as contained in that certain Declaration of Covenants and Restrictions Crystal Beach Plaza Shopping Center recorded in Official Records Book 1875, Page 841, and as amended in Official Records Book 1876, Page 1358, Official Records Book 1895, Page 1026 and Official Records Book 1997, Page 2090; and as may be subsequently amended. Affects subject property, see document of record.

11. Easement to Gulf Power Company recorded in Official Records Book 148, page 99. Blanket easement, unable to graphically plot or locate.

12. Easement to Gulf Power Company recorded in Official Records Book 239, page 603. Does not affect subject property.

13. Terms and conditions of the lease from Watta Investments, Ltd to Edwin Watta Golf Shops, LLC dated December 4, 2003 a memorandum of said lease being recorded in Official Records Book 2506, Page 3524, as partially assigned and assumed in Partial Assignment and Partial Assumption recorded in Official Records Book 2735, Page 244. Affects subject property, see document of record.

ZONING INFORMATION:

ZONED: CG (COMMERCIAL GENERAL)

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

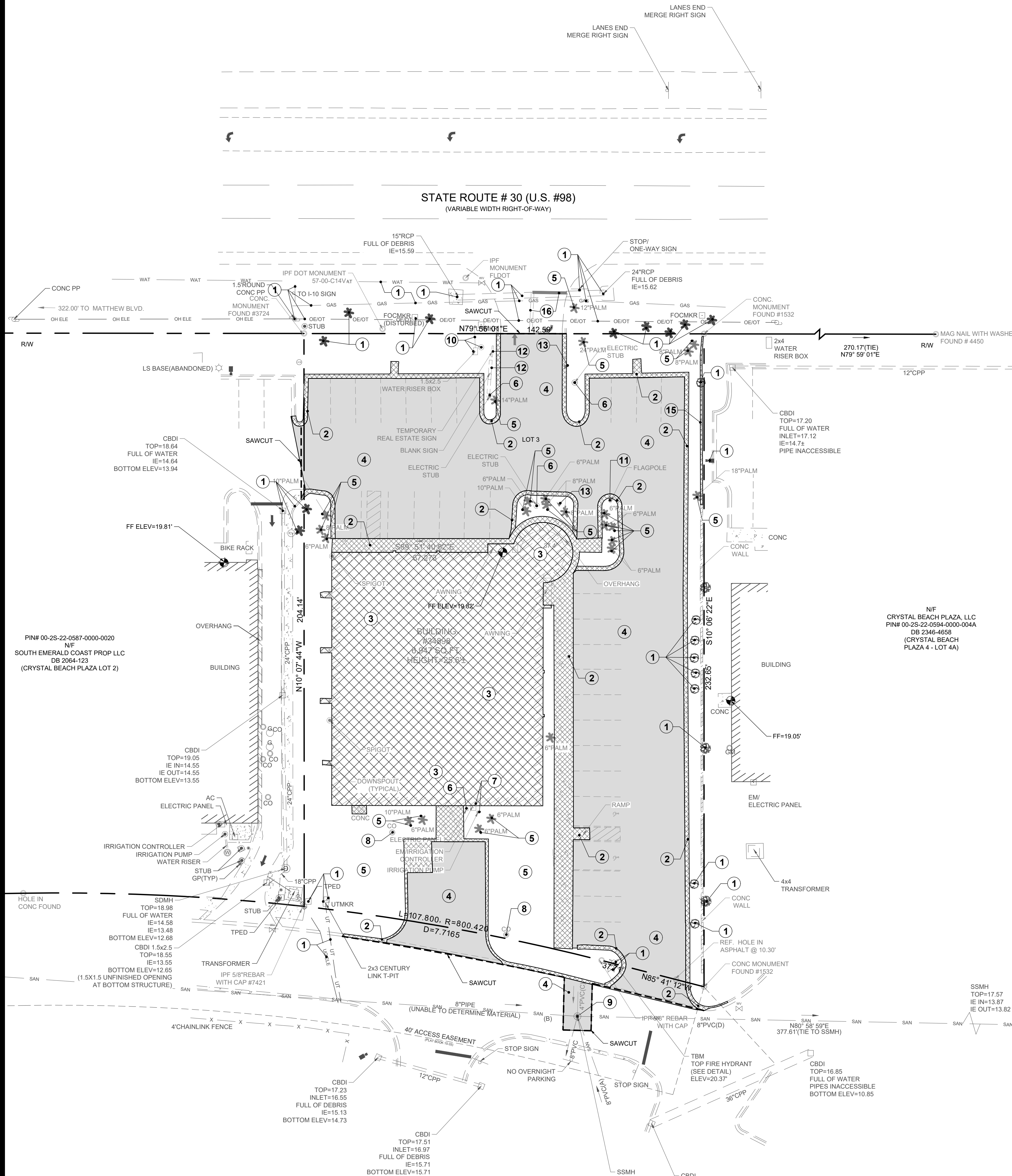
PARKING INFORMATION:

29 REGULAR SPACES
2 HANDICAP SPACES
31 SPACES TOTAL

FLOOD INFORMATION:

THIS PROPERTY IS LOCATED IN FLOOD ZONE "X"

PER NFIP FIRM COMMUNITY PANEL NO. 120910493H
EFFECTIVE DATE: 12-6-2002.



DEMOLITION LEGEND

1. PROTECT ALL ITEMS DURING ALL PHASES OF CONSTRUCTION (SEE GENERAL DEMOLITION NOTE #1). THE CONTRACTOR SHALL ENSURE THE INTEGRITY OF ALL ITEMS DENOTED TO BE PROTECTED THAT ARE ADJACENT TO ITEMS DENOTED TO BE DEMOLISHED AND WILL SAFELY REPAIR ANY SUCH ITEMS TO THE REQUIRED JURISDICTIONAL STANDARDS.
2. SAWCUT AND REMOVE EXISTING CONCRETE DRIVE/THRU PAD, SIDEWALK, CURB AND GUTTER, AND ALL ASSOCIATED APPURTENANCES INCLUDING, BUT NOT LIMITED TO, REINFORCEMENT, AND STONE BASE.
3. REMOVE EXISTING BUILDING AND ALL ASSOCIATED APPURTENANCES INCLUDING, BUT NOT LIMITED TO, WALLS, AWNINGS, CANOPY, ROOF, ROOF-TOP MECHANICAL EQUIPMENT, FOUNDATION, FOOTINGS, UTILITIES WITHIN SLAB, FRENCH DRAINS, STEPS/STAIRS, CONCRETE PARKING, AND STONE BASE. CONTRACTOR SHALL REMOVE ANY ASBESTOS FOUND WITHIN THE BUILDING BEFORE DEMOLITION.
4. REMOVE EXISTING ASPHALT AND ALL ASSOCIATED APPURTENANCES INCLUDING, BUT NOT LIMITED TO, REINFORCEMENT AND STONE BASE.
5. CONTRACTOR SHALL REMOVE EXISTING TREES AND SHRUBS INCLUDING, BUT NOT LIMITED TO, TRUNK, STUMP, BASE, AND ROOT STRUCTURE. SEE GENERAL DEMOLITION NOTE #8.
6. CONTRACTOR SHALL DISCONNECT ELECTRIC AND TELEPHONE SERVICE TO EXISTING BUILDING AND COORDINATE WITH UTILITY PROVIDER FOR REMOVAL. SEE GENERAL DEMOLITION NOTE #3.
7. CONTRACTOR SHALL REMOVE ANY EXISTING IRRIGATION ON-SITE AND TIE TO THE EXISTING BUILDING. SEE GENERAL DEMOLITION NOTE #3.
8. CONTRACTOR SHALL DISCONNECT EXISTING SEWER LINE FROM THE EXISTING BUILDING AND REMOVE ASSOCIATED PVC LINES AND CLEAN OUTS.
9. CONTRACTOR SHALL UPSIZE EXISTING SANITARY CORE DRILL INTO EXISTING MANHOLE FROM 4" TO 6" AND PROVIDE THE REQUIRED MOT WITHIN THE ROADWAY.
10. CONTRACTOR SHALL REMOVE EXISTING PORTABLE WATER LINE AND RISER BOX.
11. CONTRACTOR SHALL REMOVE EXISTING FLAG POLE.
12. CONTRACTOR SHALL REMOVE EXISTING SIGNAGE.
13. CONTRACTOR SHALL REMOVE EXISTING LIGHTING AROUND THE EXISTING BUILDING.
14. 'NOTE REMOVED'
15. CONTRACTOR SHALL REMOVE A SECTION OF THE EXISTING CONCRETE WALL TO THE LIMITS SHOWN.
16. CONTRACTOR SHALL OBLITERATE STRIPING AND REPLACE SEE SHEET C03.0.

GENERAL DEMOLITION NOTES

1. ALL ITEMS TO BE PROTECTED SHALL BE PROTECTED THROUGHOUT ALL THE PHASES OF CONSTRUCTION UNTIL FINAL ACCEPTANCE BY CITY OF DESTIN/KALOOOSA COUNTY COUNTY IS RECEIVED.
2. CONTRACTOR TO COMPLY WITH ALL LOCAL, STATE, AND FEDERAL REQUIREMENTS WITH ALL DEMOLITION ACTIVITIES. IF ADDITIONAL REQUIREMENTS ARE REQUIRED FOR HAZARDOUS WASTE REMOVAL INCLUDING BUT NOT LIMITED TO ASBESTOS, SEPTIC FIELDS, LEAD, PCB, TOP, OR OTHER WASTE OR CONTAMINANT, IT IS THE CONTRACTORS RESPONSIBILITY TO COMPLY WITH MANDATES PRIOR TO COMMENCEMENT OF CONSTRUCTION.
3. CONTRACTORS SHALL COORDINATE WITH ALL UTILITY COMPANIES CONCERNING THE ABANDONMENT, RELOCATION AND/OR DEMOLITION OF UTILITIES PRIOR TO CONSTRUCTION. NO WORK IS TO BE PERFORMED ON LIVE LINES UNLESS APPROVED IN WRITING BY THE UTILITY IN ALL CASES. A REPRESENTATIVE FROM THE UTILITY SHALL BE PRESENT FOR INITIAL ABANDONMENT AND/OR LIVE CUTS. CONTRACTOR SHALL USE EXTREME CAUTION WHEN WORKING NEAR UTILITIES AND SHALL PROTECT THEM AT ALL TIMES.
4. CONTRACTOR IS RESPONSIBLE FOR PROCUREMENT OF ALL NECESSARY PERMITS.
5. DEMOLITION SHALL INCLUDE ALL LABOR, EQUIPMENT, MATERIALS, HAULING, PERMITTING, FEES, AND COORDINATION WITH PUBLIC AND/OR PRIVATE UTILITY REQUIRED TO REMOVE AND PROPERLY DISPOSE OF ANY ITEM NECESSARY TO PERFORM THE REQUIRED DEMOLITION AS INDICATED ON THE PLANS.
6. RELOCATION SHALL INCLUDE ALL LABOR, EQUIPMENT, MATERIALS, HAULING, PERMITTING, FEES, AND COORDINATION WITH PUBLIC AND/OR PRIVATE UTILITY REQUIRED TO REMOVE, RELOCATE, AND INSTALL NEW ITEMS AS INDICATED ON THE PLANS.
7. ABANDONMENT SHALL INCLUDE ALL LABOR, EQUIPMENT, MATERIALS, PERMITTING, FEES, AND COORDINATION WITH PUBLIC AND/OR PRIVATE UTILITY REQUIRED TO ADEQUATELY ABANDON ITEMS AS INDICATED ON THE PLANS.
8. THE CONTRACTOR SHALL COORDINATE ALL TREE AND LANDSCAPE REMOVAL WITH THE LANDSCAPE PLANS. ANY DISCREPANCY BETWEEN THIS DEMOLITION PLAN AND THE LANDSCAPE PLANS SHALL BE BROUGHT TO THE ATTENTION OF THE OWNER IMMEDIATELY.
9. THE CONTRACTOR IS FULLY AND COMPLETELY RESPONSIBLE FOR LOCATION, VERIFICATION, PROTECTION, STORAGE, MAINTENANCE, DEMOLITION, REMOVAL, RELOCATION OR ALTERATION OF ALL EXISTING SITE UTILITIES, SITE IMPROVEMENTS, STRUCTURES, OR CONSTRUCTION ELEMENTS AS REQUIRED TO COMPLETE THE WORK THAT ARE SHOWN ON THE PLANS AND OR THAT ARE OBSERVABLE IN THE FIELD, WHETHER CONSPICUOUSLY VISIBLE OR NOT. THE CONTRACTOR SHALL VISIT THE SITE AND BECOME THOROUGHLY FAMILIAR WITH ALL EXISTING IMPROVEMENTS, UTILITIES, AND SITE CONDITIONS PRIOR TO BIDDING AND CONSTRUCTION.
10. THIS DEMOLITION PLAN IS FOR GRAPHICAL REFERENCE ONLY. ITEMS NOT DEPICED ON THESE PLANS MAY BE REQUIRED TO BE PROTECTED, REMOVED, OR RELOCATED. THE CONTRACTOR IS RESPONSIBLE FOR FIELD VERIFYING THE LOCATIONS OF ALL EXISTING STRUCTURES, UTILITIES, AND APPURTENANCES WITHIN THE LIMITS OF CONSTRUCTION. DEMOLITION INCLUDES BUT IS NOT LIMITED TO THE ITEMS SHOWN ON THIS PLAN.
11. THE CONTRACTOR SHALL USE EXTREME CAUTION WHEN WORKING NEAR ANY EXISTING UNDERGROUND OR OVERHEAD UTILITIES.
12. SAWCUT DIMENSIONS SHOWN ARE APPROXIMATE. CONTRACTOR SHALL FIELD STAKE AND CONSULT ENGINEER TO VERIFY PRIOR TO CONSTRUCTION.

CONTRACTOR'S FIRST ORDER OF BUSINESS

CONSTRUCTION VEHICLE PARKING MITIGATION PLAN:
A CONSTRUCTION VEHICLE PARKING MITIGATION PLAN MUST BE SUBMITTED TO THE CITY FOR REVIEW AND APPROVAL. SAID CONSTRUCTION VEHICLE PARKING MITIGATION PLAN MUST INDICATE THE LOCATION ON THE PROPERTY WHERE ALL MOTORIZED CONSTRUCTION VEHICLES WILL BE PARKED AT THE END OF THE WORK DAY. ALL MOTORIZED CONSTRUCTION VEHICLES SHALL BE LOCATED AS FAR AWAY FROM ADJOINING RESIDENTIAL DWELLINGS AS POSSIBLE.

DUST CONTROL PLAN:
PRIOR TO THE COMMENCEMENT OF CONSTRUCTION FOR ALL NONRESIDENTIAL OR MULTIFAMILY DEVELOPMENT SITES, THE CONTRACTOR SHALL PROVIDE TO THE CITY FOR REVIEW AND APPROVAL A WRITTEN DUST CONTROL PLAN.
A DUST CONTROL PLAN REQUIREMENTS, THE DUST CONTROL PLAN SHALL INCLUDE, BUT NOT BE LIMITED TO, A DESCRIPTION OF THE CONTROL PROCESSES THAT THE CONTRACTOR WILL IMPLEMENT IN ORDER TO ADDRESS THE FOLLOWING:
1. HOW GRADING OPERATIONS WILL BE HANDLED/SUSPENDED WHEN WINDS EXCEED 30 MILES PER HOUR.
2. HOW WATER WILL BE APPLIED TO ALL SURFACES PRIOR TO, AND IF NECESSARY DURING, EXCAVATION.
3. HOW WATER OR A COVERING WILL BE APPLIED TO ALL PARTICULATE MATERIALS CONTAINED IN OPEN-BODIED TRUCKS, TRAILERS OR OTHER VEHICLES TRANSPORTING PARTICULATE MATTER PRIOR TO OPERATION OF THE VEHICLE, IN ORDER TO PREVENT AS MUCH DUST AS POSSIBLE FROM BECOMING AIRBORNE DURING TRANSPORTATION.
4. HOW WATER OR A COVERING WILL BE APPLIED TO ALL STOCKPILES OF PARTICULATE MATERIAL TO PREVENT AS MUCH DUST AS POSSIBLE DUST FROM BECOMING AIRBORNE DURING HIGH WIND CONDITIONS.
5. HOW TRANSFER PROCESSES INVOLVING FREE FALL OF SOIL OR OTHER PARTICULATE MATTER WILL BE PERFORMED IN ORDER TO MINIMIZE FREE FALL DISTANCE AND THUS REDUCE DUST EMISSIONS.
6. HOW AND WHEN WATER WILL BE APPLIED TO UNPAVED SURFACES, INCLUDING ADJACENT RIGHTS-OF-WAY, OR ANY OTHER SURFACE THAT CAN CREATE AIRBORNE DUST IN ORDER ADEQUATELY TO CONTROL DUST EMISSIONS.
7. HOW AND WHEN GROUND COVER ON THE DEVELOPMENT SITE WILL BE REESTABLISHED PRIOR TO FINAL OCCUPANCY.
8. THE DESIGNATED ROUTES WITHIN THE JOB SITE THAT WILL BE USED BY VEHICLES TRANSPORTING SOIL OR OTHER MATERIALS TO AND FROM THE SITE.
9. HOW SOIL, SAND, DIRT AND ANY OTHER PARTICULATE MATTER WILL BE REMOVED FROM VEHICLE TIRES AND UNDERCARRIAGES PRIOR TO LEAVING THE DEVELOPMENT SITE, IN ORDER TO PREVENT THE TRACKING OUT OF SAID SOIL, SAND, DIRT, ETC., ONTO THE ADJACENT RIGHTS-OF-WAY.
10. THE MAXIMUM SPEED LIMIT ON UNPAVED ROADS THROUGH THE CONSTRUCTION SITE AND HOW AND WHERE SPEED LIMIT SIGNS WILL BE POSTED ALONG THE HAUL ROAD ROUTES SO THAT THEY ARE VISIBLE TO VEHICLES ENTERING AND LEAVING THE DEVELOPMENT SITE.
11. HOW AND WHEN SOIL, SAND AND OTHER PARTICULATE MATERIAL DEPOSITED OR EMITTED ONTO ANY RIGHT-OF-WAY NEAR THE DEVELOPMENT SITE WILL BE REMOVED.
12. HOW DUST CONTROL SYSTEMS AND/OR DEVICES, INCLUDING BUT NOT LIMITED TO WATER APPLICATION SYSTEMS, FILTER REPLACEMENT, OR DAILY REMOVAL OF EXCESS DUST FROM CONTAINMENT AREAS, WILL BE MAINTAINED.
13. HOW AND WHEN OPACITY MONITORING WILL BE PERFORMED BY A PROPERLY TRAINED AND CERTIFIED INDIVIDUAL IN ORDER TO MAKE SURE THAT DUST EMISSIONS DO NOT EXCEED 30 PERCENT OVER A SIX-MINUTE PERIOD; AND HOW REMEDIAL ACTIONS TO ADDRESS EXCESS OPACITY WILL BE IMMEDIATELY MANAGED AND DOCUMENTED.
B. DUST CONTROL PLAN COMPLIANCE: IN ADDITION TO PROVIDING THE DUST CONTROL PLAN, THE CONTRACTOR SHALL PROVIDE TO THE CITY A COPY OF THE DAILY DUST CONTROL CHECKLIST ON WHICH THE CONTRACTOR WILL DOCUMENT THE COMPLIANCE OF THE MITIGATION ACTIVITIES DETAILED IN THE DUST CONTROL PLAN.
C. DOCUMENTATION AVAILABILITY: THE CONTRACTOR SHALL MAKE THE DUST CONTROL PLAN AND THE DAILY DUST CONTROL CHECKLIST AVAILABLE AT THE JOB SITE FOR PERIODIC REVIEW, INSPECTION AND COPYING BY THE CITY'S REPRESENTATIVES.

VIBRATION IMPACT MITIGATION PLAN:
PRIOR TO THE COMMENCEMENT OF CONSTRUCTION FOR ALL NONRESIDENTIAL OR MULTIFAMILY RESIDENTIAL DEVELOPMENT SITES, THE CONTRACTOR SHALL PROVIDE TO THE CITY FOR REVIEW AND APPROVAL A WRITTEN VIBRATION IMPACT MITIGATION PLAN.
A VIBRATION IMPACT MITIGATION REQUIREMENTS, THE VIBRATION IMPACT MITIGATION PLAN SHALL INCLUDE, BUT NOT BE LIMITED TO, A DESCRIPTION OF THE CONTROL PROCESSES THAT THE CONTRACTOR WILL IMPLEMENT IN ORDER TO ADDRESS THE FOLLOWING:
1. HOW TO ENSURE THAT ANY ACTIVITY INCLUDED BUT NOT LIMITED TO PILE DRIVING, EARTHWORK COMPACTION, CONCRETE AND ASPHALT BREAKING WILL NOT TRANSMIT VIBRATIONS TO SENSITIVE RECEPTOR STRUCTURES AT OR ABOVE THE FEDERAL TRANSIT ADMINISTRATION (FTA) APPROXIMATE VIBRATION DAMAGE THRESHOLD OF 95 VIBRATION DECIBELS (VDB).
2. HOW TO MINIMIZE THE IMPACT ON SURROUNDING AREAS FOR ANY ACTIVITY EXCEEDING THE APPROXIMATE FTA VIBRATION ANNOYANCE THRESHOLD OF 80 VDB.



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60% SET	11-23-2020
90% SET	04-23-2021
100% SET	07-09-2021

DRAWN BY: KBS/JM/EH

PANDA PROJECT #: D8086
PANDA STORE #:
CIVIL PROJECT #: 200061



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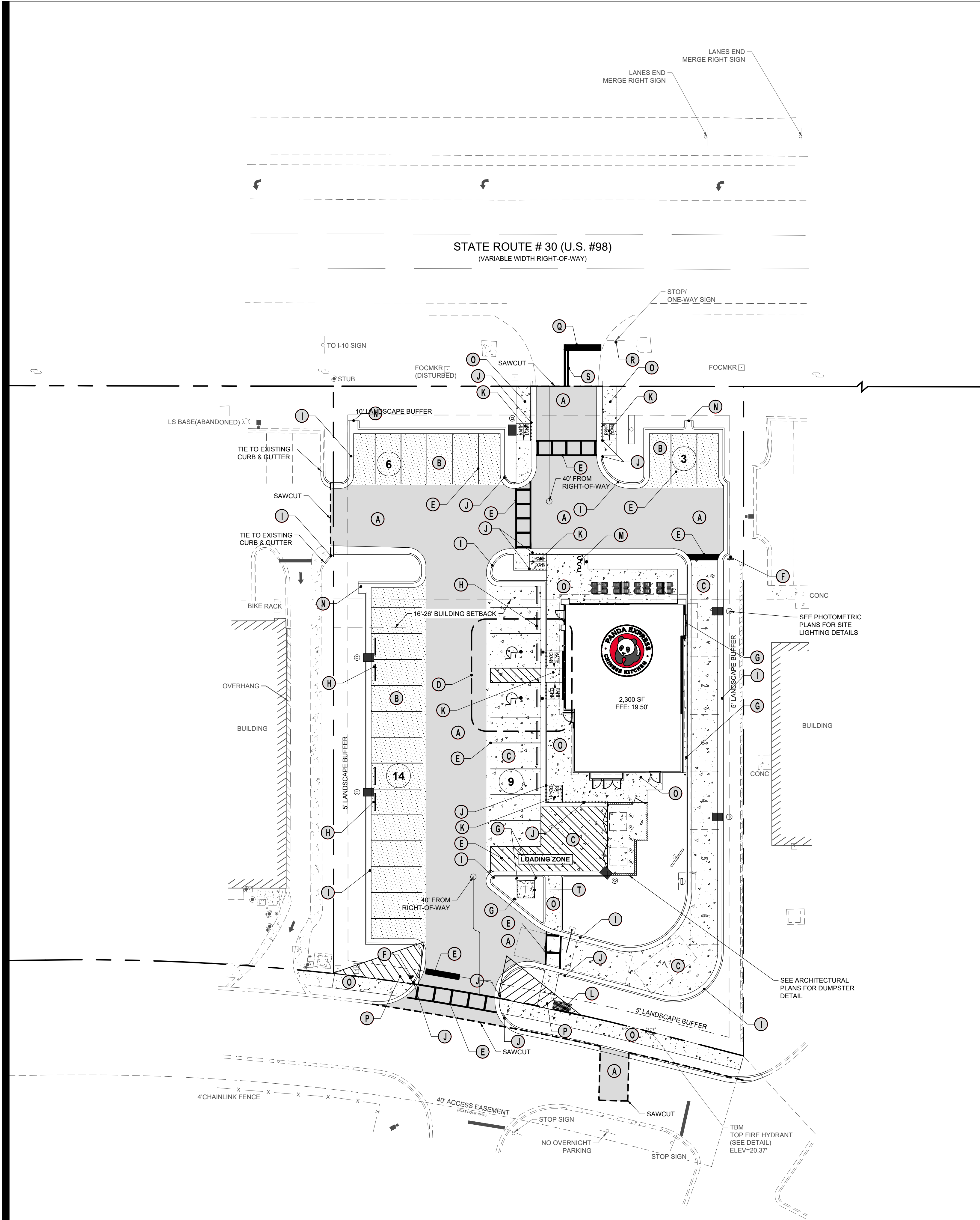
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DEMOLITION PLAN C02.1

SHEET 04 OF 32



- SITE LEGEND**
- A

HEAVY DUTY PAVEMENT SECTION:
DETAIL 2A, SHEET C03.3

B

LIGHT DUTY PAVEMENT SECTION:
DETAIL 2B, SHEET C03.3

C

CONCRETE SECTIONS:
DRIVE-THRU: DETAIL 1, SHEET C03.3. PARKING:
DETAIL 1, SHEET C03.3. DUMPSTER APPROACH PAD:
DETAIL 1, SHEET C03.3.

D

ACCESSIBLE AREA: DETAIL 2, SHEET C03.2

E

STRIPING AND PAVEMENT MARKERS: DETAIL 3, SHEET C03.2

F

SITE SIGNAGE: DETAIL 4, SHEET C03.2

G

BOLLARD: DETAIL 5, SHEET C03.2

H

RUBBER WHEELSTOP: DETAIL 6, SHEET C03.2

I

24" CURB & GUTTER: DETAIL 3, SHEET C03.3

J

CURB TRANSITION: DETAIL 4, SHEET C03.3

K

SIDEWALK RAMP: DETAIL 1, SHEET C03.2

L

WOOD BENCH: DETAIL 7, SHEET C03.2

M

BIKE RACK WITH BIKE PARKING SIGN: DETAIL 8, SHEET C03.2

N

CONCRETE FLUME: DETAIL 5, SHEET C03.3

O

CONCRETE SIDEWALK: DETAIL 6, SHEET C03.3

P

15'X30' CLEAR VISIBILITY TRIANGLE

Q

FDOT THERMOPLASTIC 24" STOP BAR: DETAIL 7, SHEET C03.3

R

CONTRACTOR TO ADD "RIGHT TURN ONLY" SIGN TO EXISTING
STOP SIGN POLE: DETAIL 4, SHEET C03.2

S

FDOT THERMOPLASTIC 6" DOUBLE YELLOW:
DETAIL 7, SHEET C03.3

T

TRANSFORMER PAD: DETAIL 4, SHEET C04.2

- SITE INFORMATION**
- JURISDICTION:
CITY OF DESTIN, FLORIDA

ZONING:
GENERAL COMMERCIAL (CG)

REQUIRED BUILDING SETBACKS:
FRONT: 10' TO 26'
SIDE: 0'
SIDE: 0'
REAR: 0'

REQUIRED PARKING:
92 SPACES
4 BIKE SPACES

PROPOSED PARKING :
9' X 19' (REGULAR) = 30
8' X 19' (HC) = 2
TOTAL = 32

REQUIRED LANDSCAPE BUFFER:
FRONT: 10'
REAR: 5'
SIDE: 5'

DRIVE AISLE: SIZE VARIES (SEE PLANS)

SITE AREA CALCULATIONS:
SITE: ±30,855 SF (0.708 AC) AC.
PERVIOUS AREA: ±8,204 SF (0.19) AC.
IMPERVIOUS AREA: ±22,646 SF (0.52) AC.
DISTURBED AREA: ±32,734 (0.75) AC.

OPEN SPACE CALCULATIONS:
PERVIOUS / SITE = OPEN SPACE
0.19 AC / 0.71 AC = 27%

FLOOD HAZARD:
NO PORTION OF THIS PROPERTY IS LOCATED IN A SPECIAL
FLOOD AREA AS PER F.I.R.M. MAP NO. 12091CD493H, DATED
12/09/2002.

EXISTING INFORMATION:
PROVIDED BY FREELAND & ASSOCIATES, INC., DATED 10/29/2020
(SEE SHEET C02.0).

SITE LIGHTING:
PHOTOMETRICS DESIGNED BY OTHERS. POLE LOCATIONS ARE
SHOWN FOR REFERENCE ONLY. CONTRACTOR SHALL VERIFY
FINAL LOCATION OF POLES WITH PHOTOMETRIC PLAN, SHEET
SL01.0, AND OWNER PRIOR TO CONSTRUCTION.

- SITE NOTES**
1. THE CONTRACTOR SHALL REMOVE AND DISPOSE OF ALL
EXISTING IMPROVEMENTS AND TREES AND OTHER DEBRIS
WITHIN THE LIMITS OF THE WORK FROM THE SITE. ON SITE
BURIAL OF TREES AND OTHER DEBRIS WILL NOT BE ALLOWED.
THERE ARE NO KNOWN INERT BURY PITS ON THE SITE AND
NONE WILL BE ALLOWED DURING CONSTRUCTION OF THE
PROJECT.

2. ALL WORK SHALL COMPLY WITH THE CITY OF DESTIN,
OKALOOSA COUNTY, STATE OF FLORIDA, AND FEDERAL CODES
AND ALL NECESSARY LICENSES AND PERMITS SHALL BE
OBTAINED BY THE CONTRACTOR AT HIS EXPENSE UNLESS
PREVIOUSLY OBTAINED BY THE OWNER.

3. ALL WORK SHALL BE PERFORMED IN A FINISHED AND
WORKMANLIKE MANNER TO THE ENTIRE SATISFACTION OF THE
OWNER, AND IN ACCORDANCE WITH THE BEST RECOGNIZED
TRADE PRACTICES.

4. ALL MATERIALS SHALL BE NEW UNLESS USED OR SALVAGED
MATERIALS ARE AUTHORIZED BY THE OWNER PRIOR TO USE.

5. ALL WORK PERFORMED ON CITY, COUNTY, AND/OR STATE OR
FEDERAL RIGHT-OF-WAY SHALL BE IN STRICT CONFORMANCE
WITH APPLICABLE STANDARDS AND SPECIFICATIONS OF THE
APPROPRIATE GOVERNING AGENCIES.

6. BASE COURSE MATERIALS, EQUIPMENT, METHODS OF
CONSTRUCTION AND WORKMANSHIP SHALL CONFORM TO
"STATE OF FLORIDA" TRANSPORTATION STANDARD
SPECIFICATIONS", CURRENT EDITION.

7. ALL BUILDING DIMENSIONS SHALL BE CHECKED AND
COORDINATED WITH THE ARCHITECTURAL PLANS PRIOR TO
COMMENCEMENT OF CONSTRUCTION.

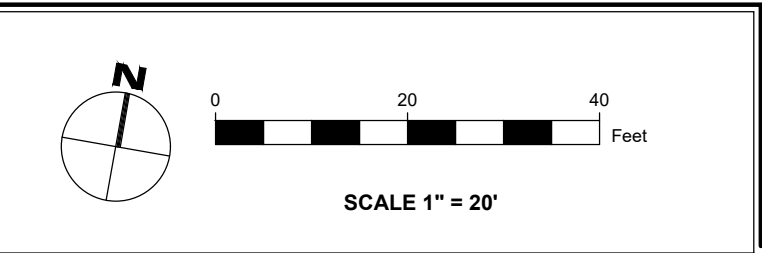
8. PHOTOMETRICS DESIGNED BY OTHERS. POLE LOCATIONS ARE
SHOWN FOR REFERENCE ONLY. CONTRACTOR SHALL VERIFY
FINAL LOCATION OF POLES WITH PHOTOMETRIC PLAN AND
OWNER PRIOR TO CONSTRUCTION.

9. SEE SHEET C01.1 FOR GENERAL NOTES.

- BUILDING AREA NOTES**
1. MAINTAIN ACCESS FOR EMERGENCY VEHICLES AROUND AND
TO ALL BUILDINGS UNDER CONSTRUCTION; i.e. IN TIMES OF
RAIN OR MUD, ROADS SHALL BE PASSABLE TO EMERGENCY
VEHICLES BY BEING PAVED OR HAVING A CRUSHED STONE
BASE ETC... WITH A MINIMUM WIDTH OF 20 FEET. THE ACCESS
TO BUILDINGS HAVING SPRINKLER OR STANDPIPE SYSTEMS
SHALL BE TO WITHIN 40 FEET OF THE FIRE DEPARTMENT
CONNECTION (NFPA 1141 3-1).

2. CONTRACTOR TO PROVIDE POSITIVE DRAINAGE AWAY FROM
BUILDING IN ALL AREAS AROUND BUILDING. INSTALL FRENCH
DRAIN IN LANDSCAPED AREAS ADJACENT TO BUILDING AND
CONNECT TO DRAINAGE SYSTEM.

3. SEE SHEET C01.1 FOR GENERAL NOTES.



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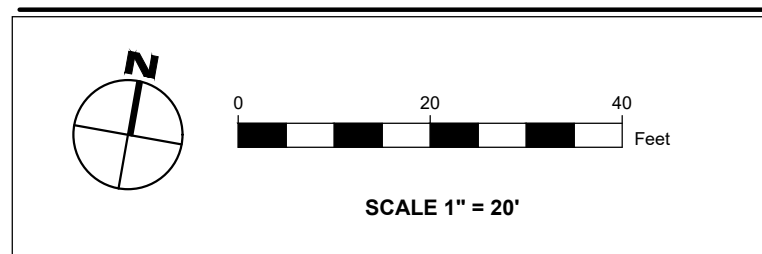
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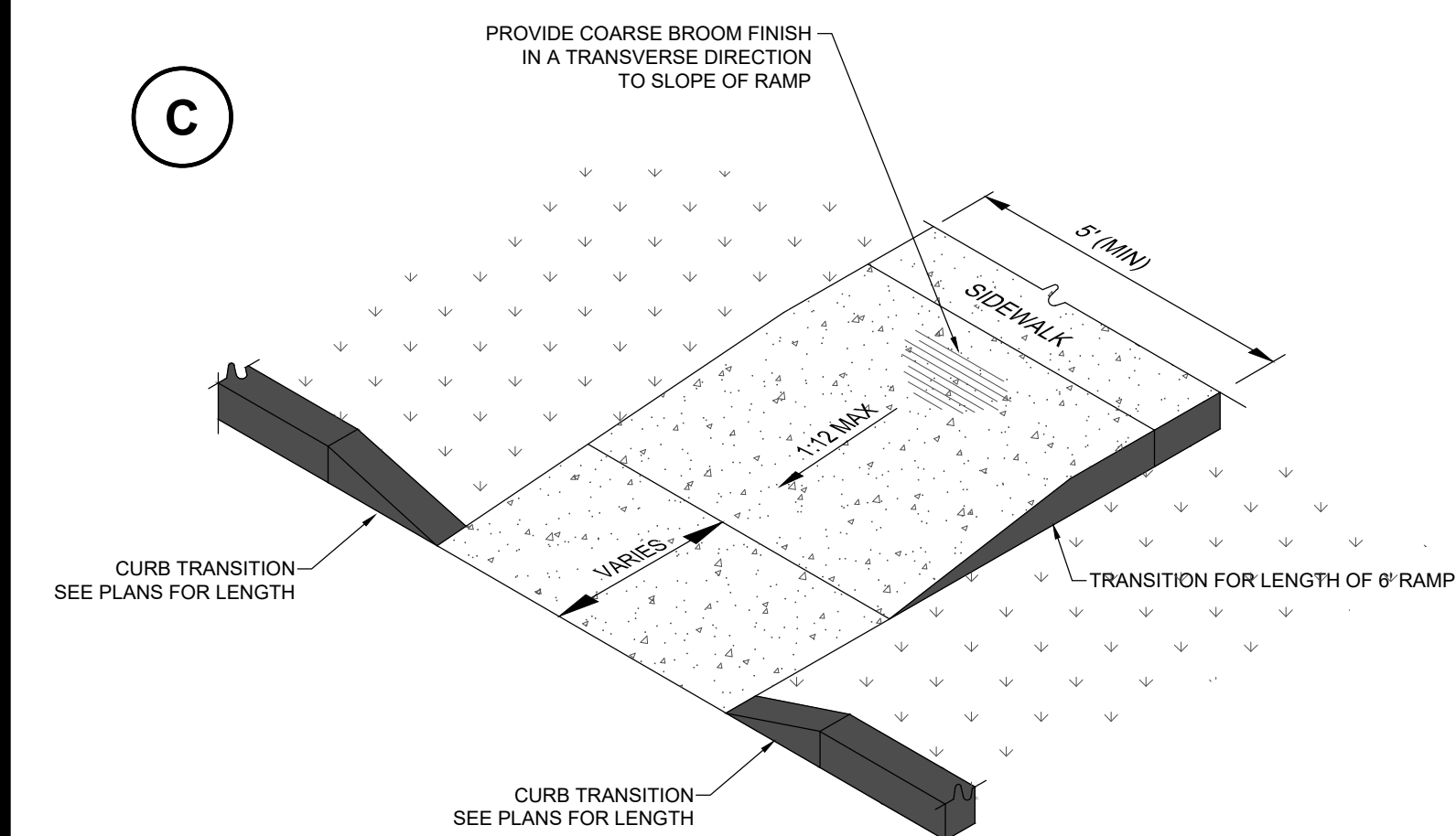
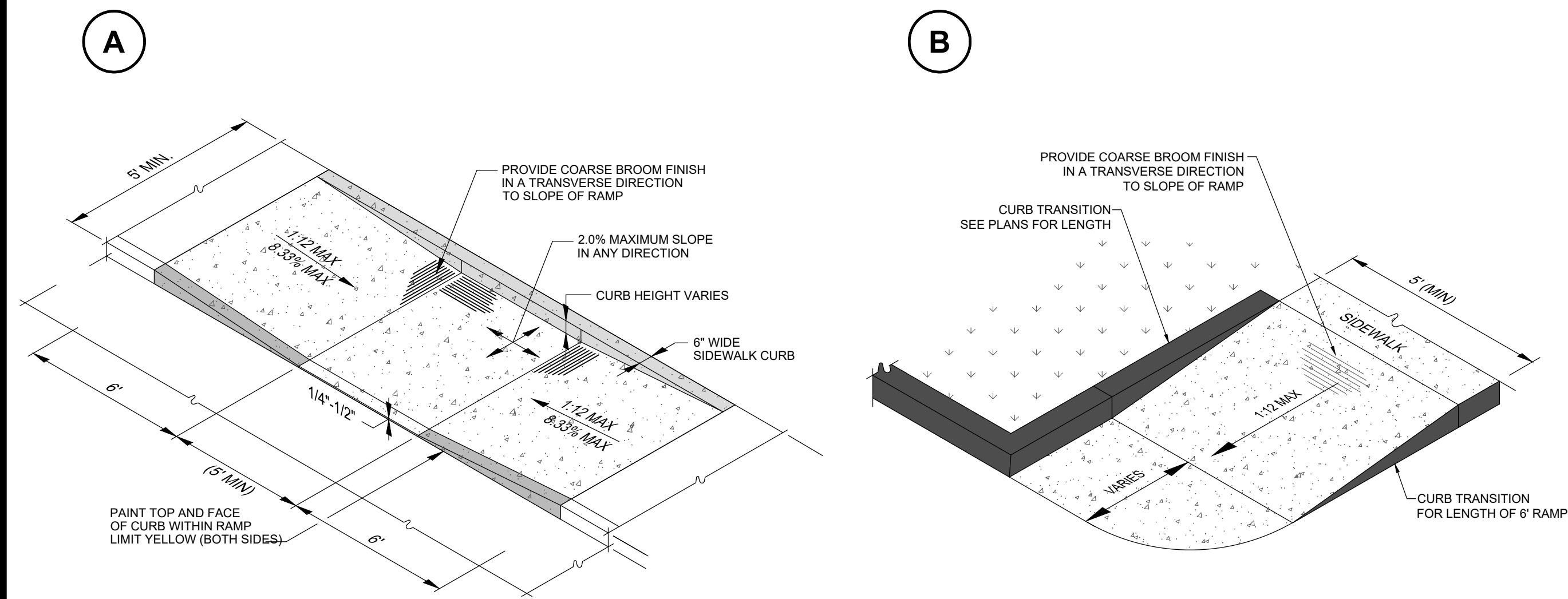
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SITE PLAN
C03.0

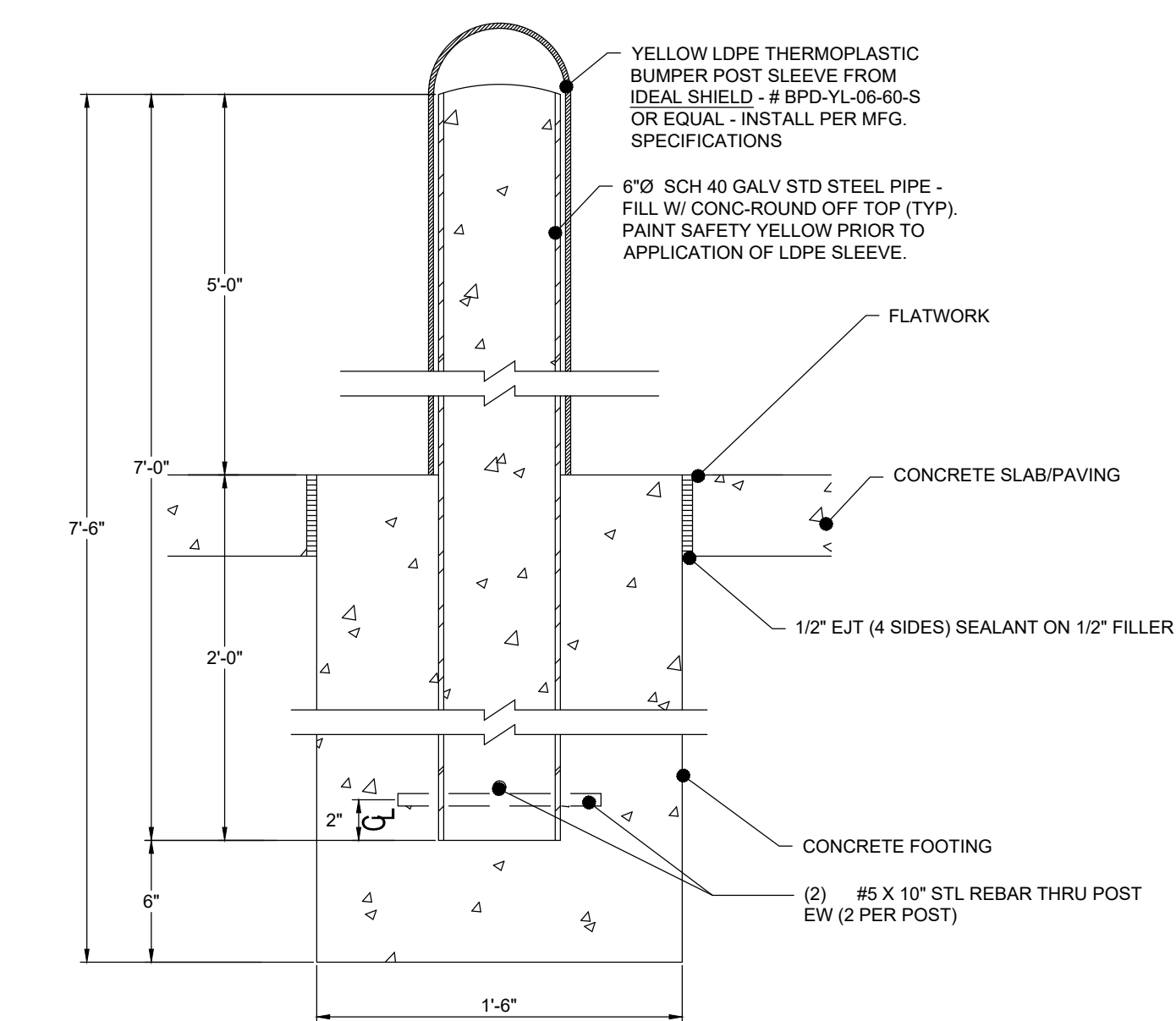
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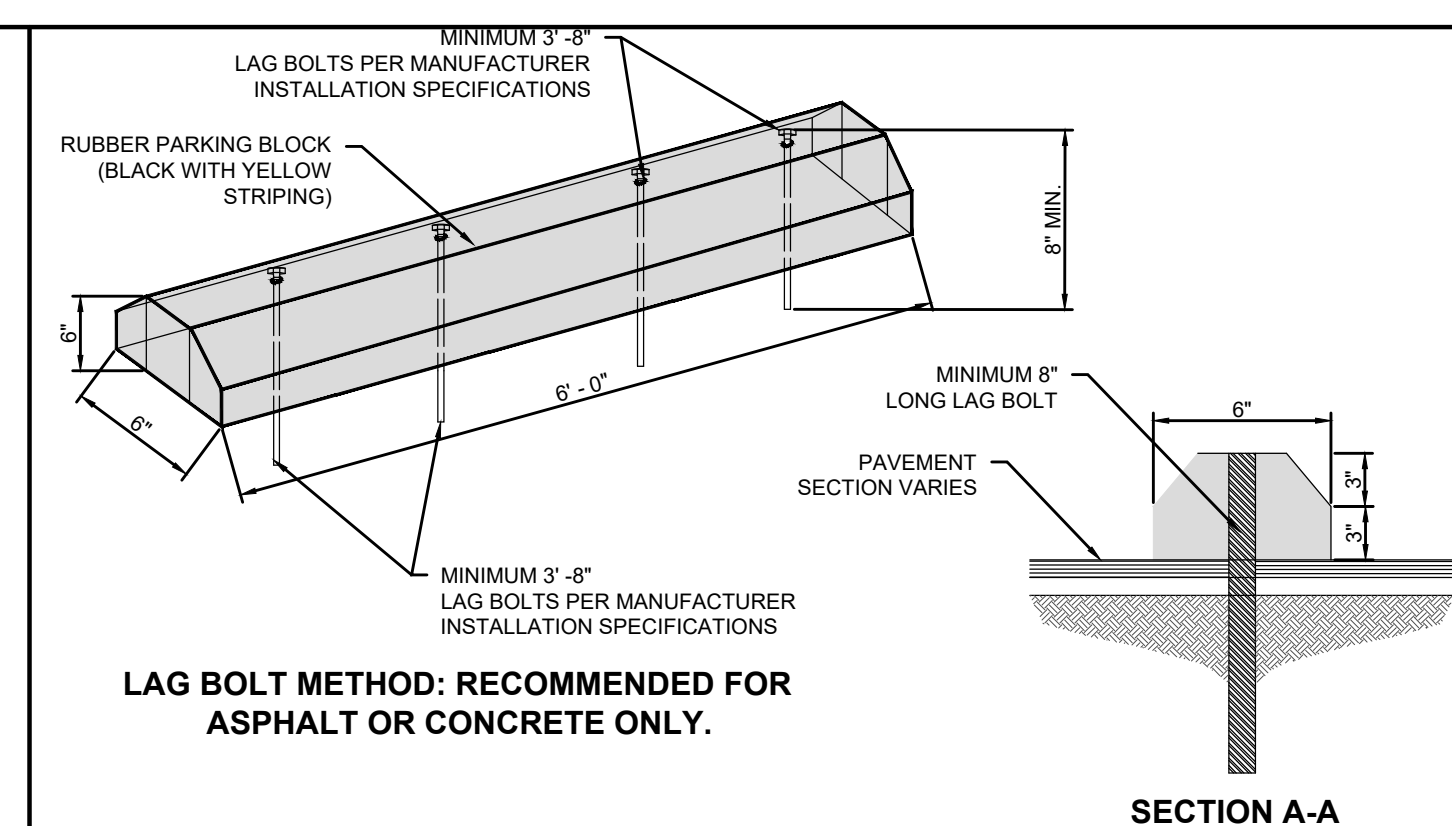
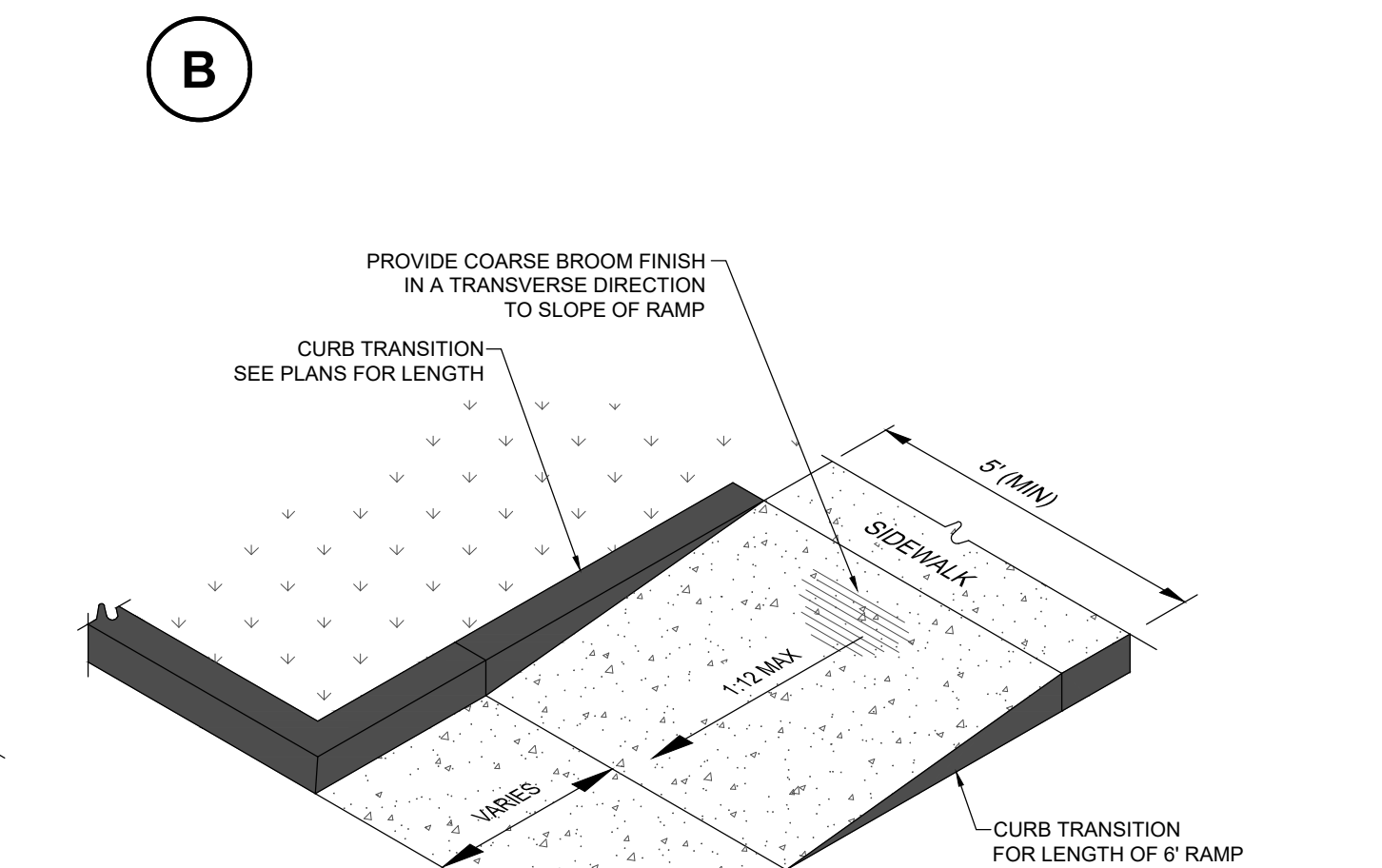




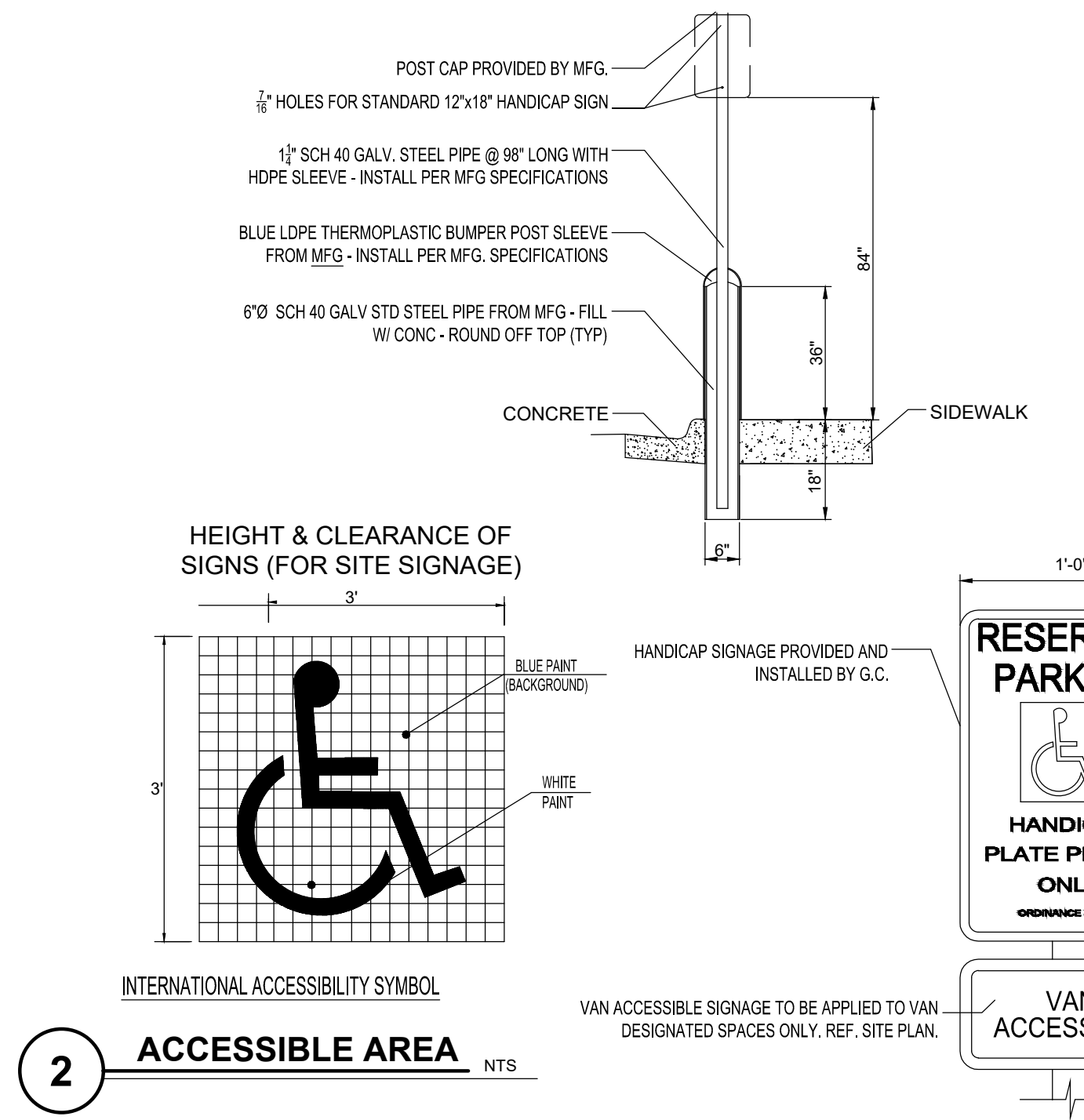
1 **SIDEWALK RAMPS** NTS



5 **BOLLARD** NTS



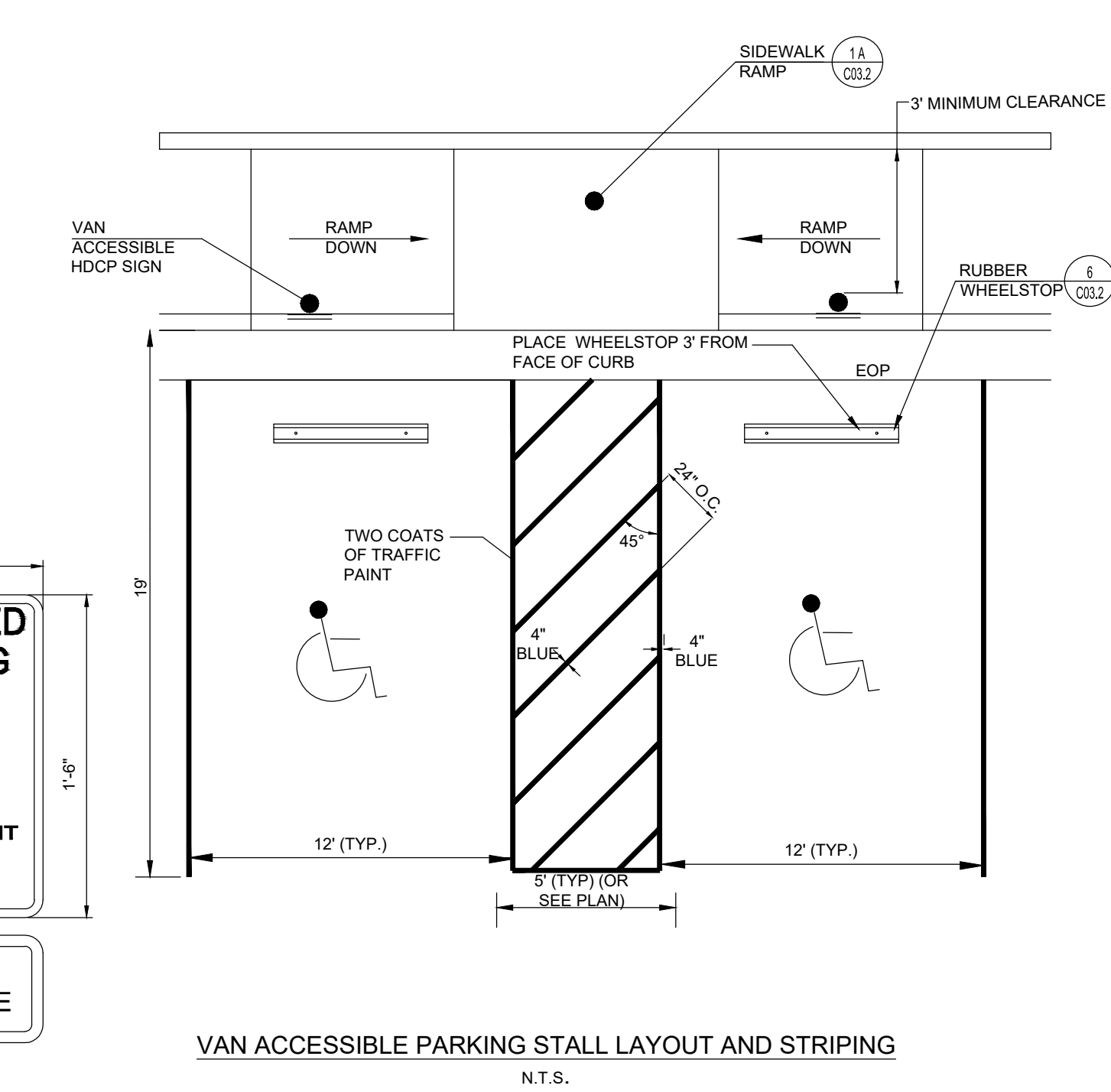
6 **PLACEMENT PLAN WHEELSTOP** NTS



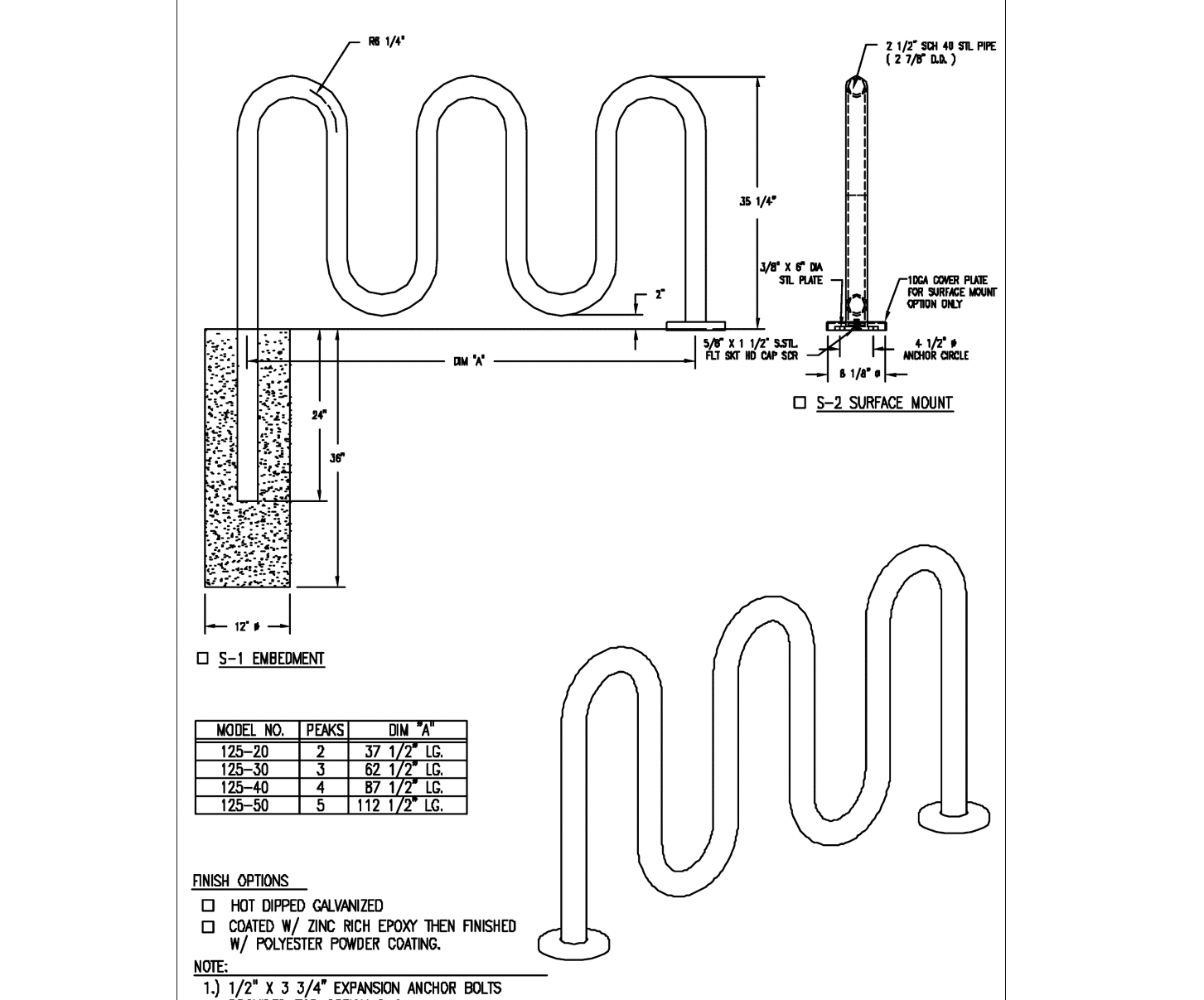
3 **STRIPING AND PAVEMENT MARKINGS** NTS



7 **WOOD BENCH** NTS



4 **SITE SIGNAGE** NTS



8 **BIKE RACK** NTS

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ingenium
ENTERPRISES
PLANNING & ENGINEERING

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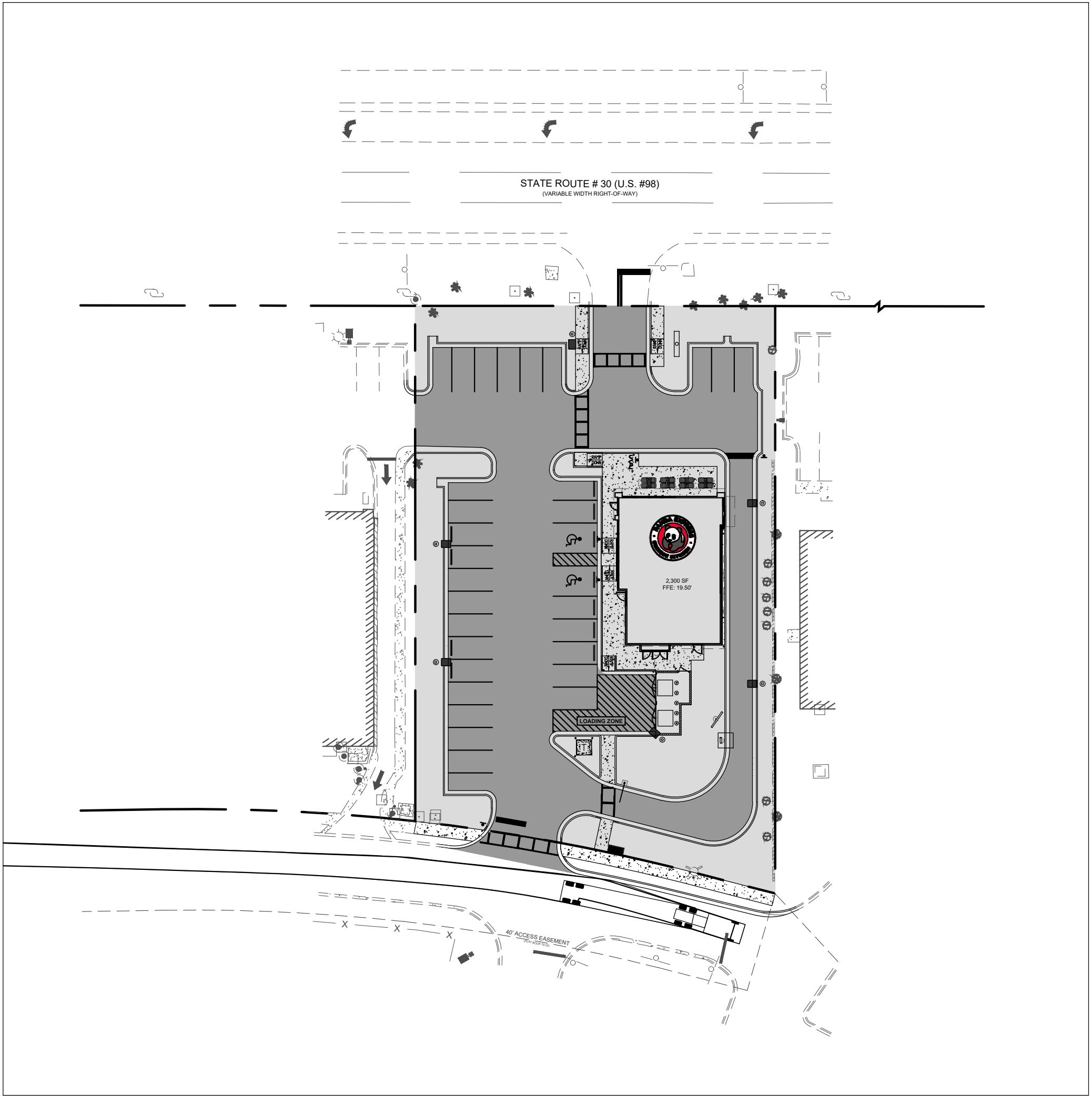
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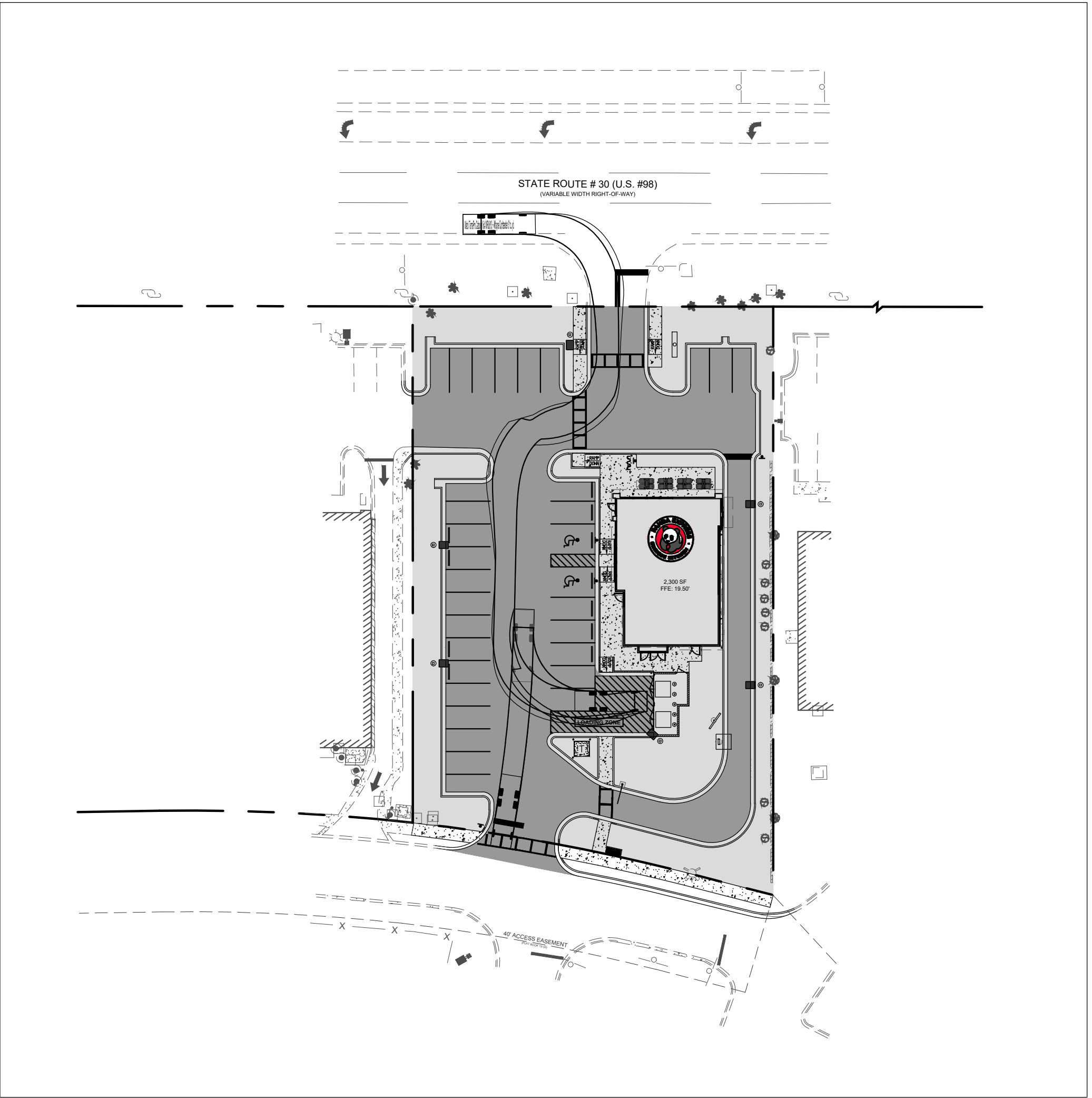
**HARDSCAPE
DETAILS I
C03.2
SHEET 07 OF 32**

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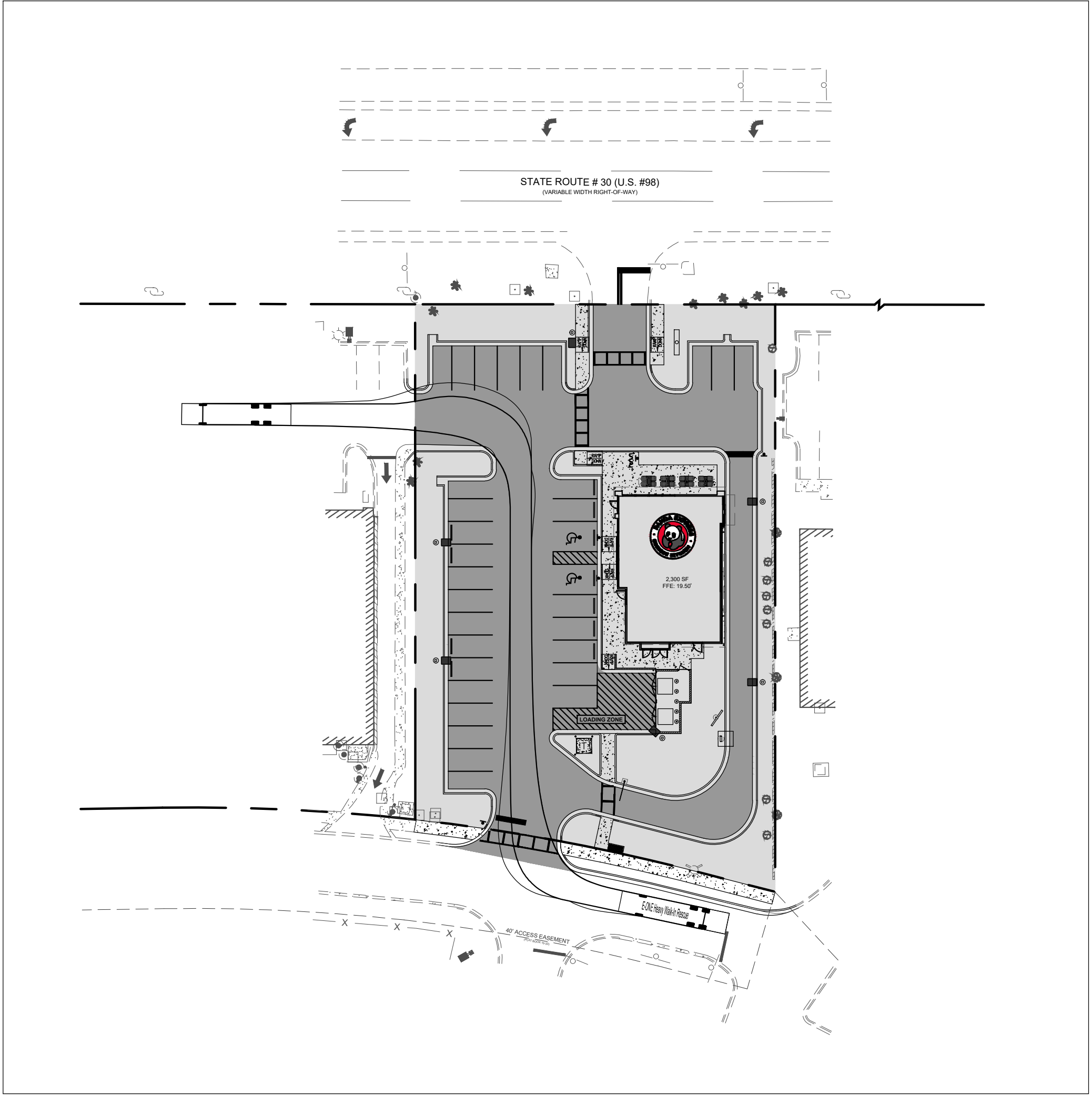
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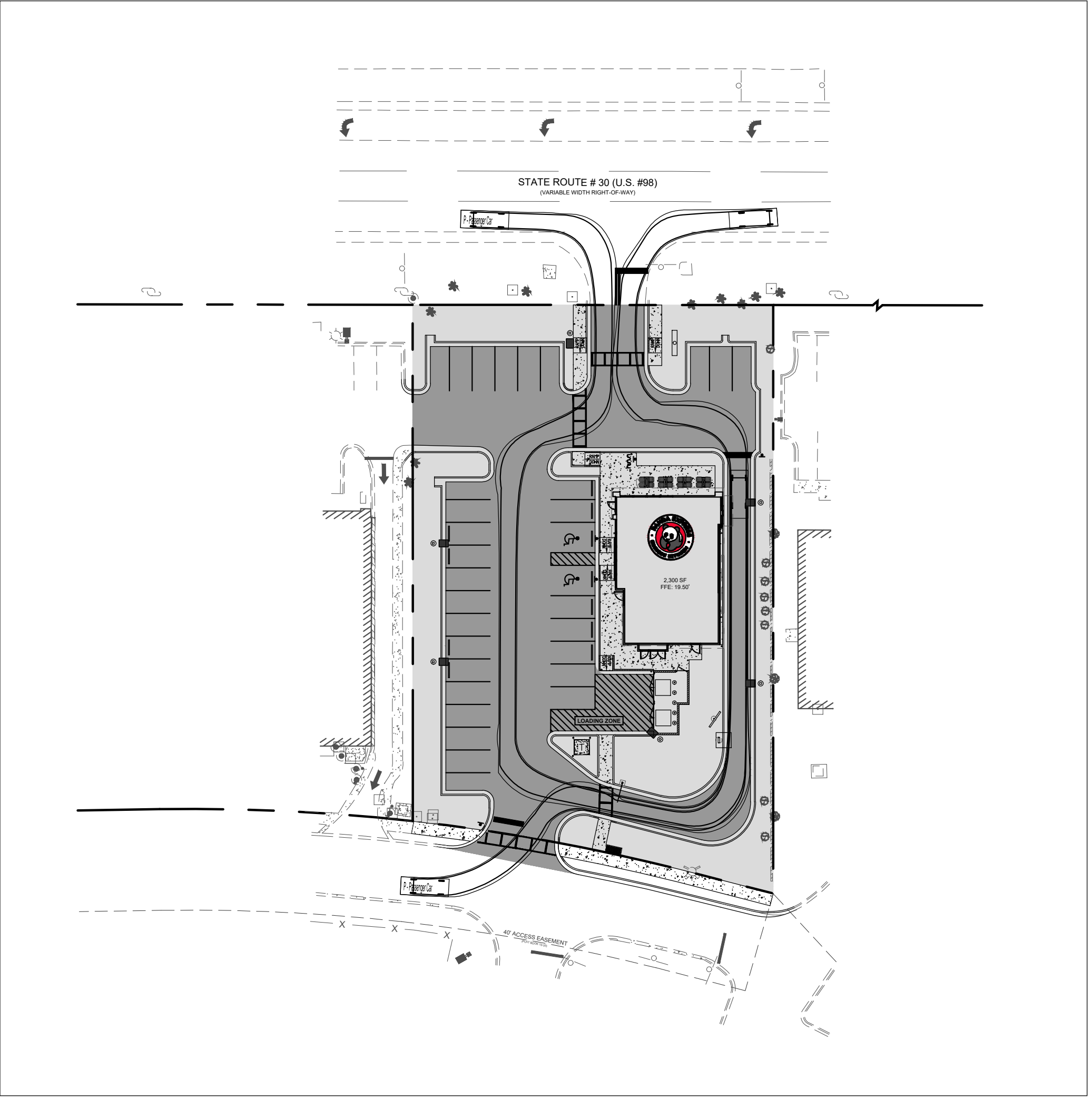
1 WB-67 1" = 40'



2 GARBAGE TRUCK 1" = 40'



3 FIRE TRUCK 1" = 40'



4 CAR 1" = 40'



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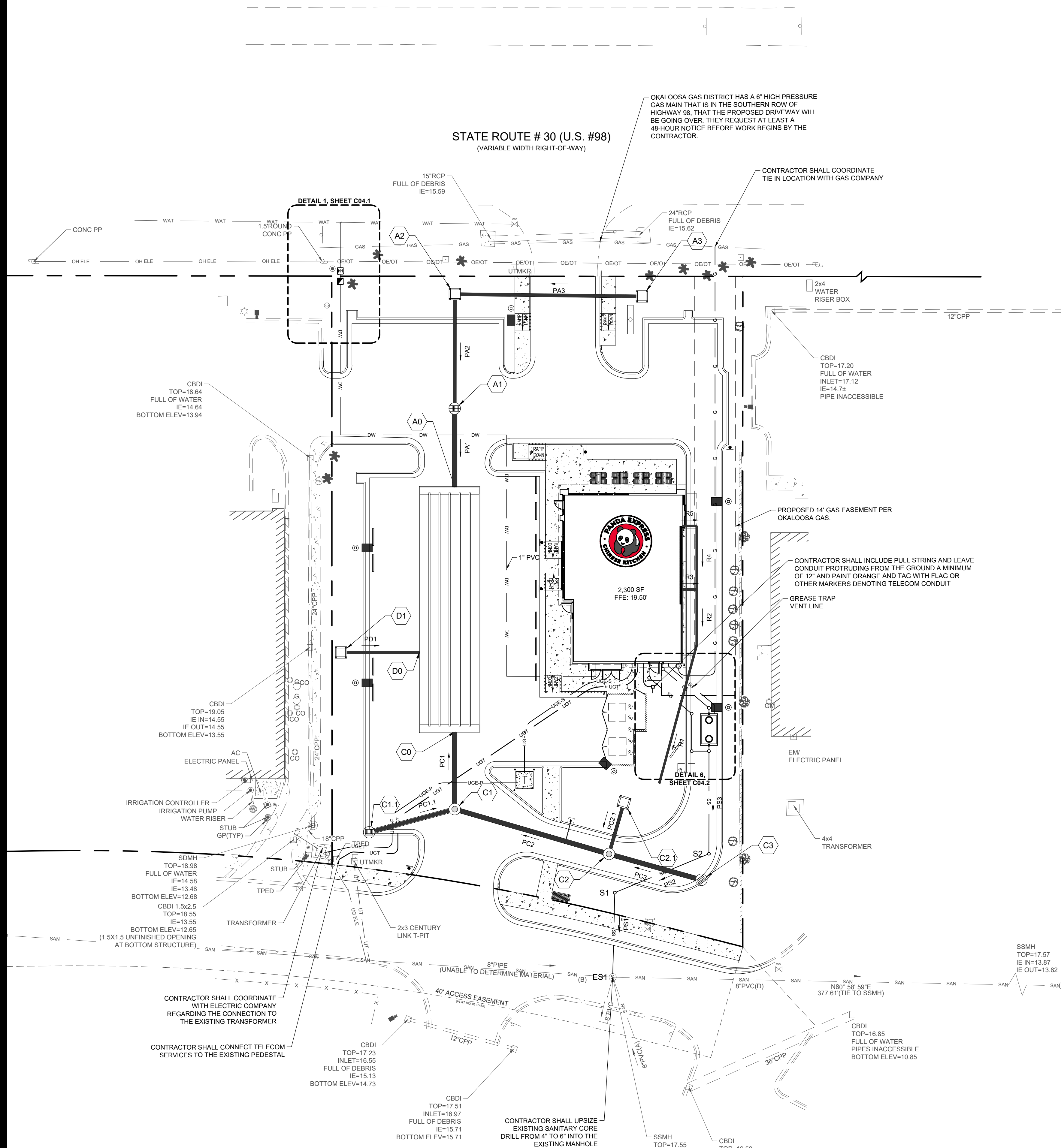
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TRUCK TURNING
C03.4

SHEET 09 OF 32

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UTILITY LEGEND

UTILITY	LINETYPE/SYMBOL	REFERENCE
DOMESTIC WATER LINE	DW	1" PVC
FIRE WATER LINE	FW	NOT APPLICABLE
BUILDING FIRE SPRINKLER LINE	FWS	NOT APPLICABLE
IRRIGATION WATER LINE	IRR	SHEET 101.0
DOMESTIC WATER METER (WM)	WM	BY UTILITY
IRRIGATION METER (IRR)	IRR	SHEET 101.0
BACKFLOW PREVENTER (RPZ)	RPZ	NOT APPLICABLE
FIRE VAULT (DDC)	DDC	NOT APPLICABLE
DC BACKFLOW PREVENTER		DETAIL 3, SHEET C04.1
WATER TAP OR TEE		DETAIL 5, SHEET C04.1
GATE VALVE (GV)	GV	DETAIL 6, SHEET C04.1
THRUST BLOCK (TB)	TB	NOT APPLICABLE
FIRE HYDRANT (FH)	FH	NOT APPLICABLE
FIRE DEPARTMENT CONNECTION (FDC)	FDC	NOT APPLICABLE
SANITARY SEWER (SS)	SS	4" & 6" PVC
SANITARY MANHOLE (SSMH)		NOT APPLICABLE
GENERAL CLEAN OUT (CO)	CO	DETAIL 2, SHEET C04.2
SAMPLING MANHOLE		NOT APPLICABLE
SANITARY STRUCTURE NUMBER	SZ	SEE PLANS
UNDERGROUND ELECTRIC LINE-PRIMARY	UGE-P	(2) 4" PVC
UNDERGROUND ELECTRIC LINE-SECONDARY	UGE-S	(2) 4" PVC
POST INDICATOR VALVE	PIV	NOT APPLICABLE
SITE LIGHTING POLE		SEE PHOTOMETRIC PLANS ON SHEET SLO1.0
TRANSFORMER PAD	T	SEE PLANS
METER/CT PEDESTAL	CT	SEE PLANS
UNDERGROUND TELEPHONE LINE	UGT	(2) 4" PVC
GENERAL UTILITY CONDUIT	GU	(2) 4" PVC
GAS LINE	G	**
GAS METERS		**

GENERAL UTILITY NOTES

- SEE SHEET C01.1 FOR GENERAL NOTES.
- SEE MEP PLANS FOR CONTINUATION OF ALL UTILITIES INTO BUILDING.
- SANITARY LATERALS SHALL HAVE A MINIMUM FALL OF 1.00%.
- CONTRACTOR SHALL FIELD VERIFY ALL EXISTING UTILITIES AND THEIR LOCATIONS AND ELEVATIONS PRIOR TO STARTING CONSTRUCTION.
- THE FINAL LOCATION OF FIRE HYDRANTS, VALVES, WATER LINES, BACKFLOW PREVENTERS, ETC. SHALL BE DETERMINED DURING CONSTRUCTION. NOTIFY THE ENGINEER OF ANY CHANGES TO LOCATION OR CONFIGURATION. NFPA CODES SHALL BE ADHERED TO.
- THE CONTRACTOR SHALL CONTACT PUBLIC UTILITIES INSPECTIONS AT LEAST 72 HOURS PRIOR TO ANY CONSTRUCTION ACTIVITY.
- ALL WORK TO BE DONE IN STRICT ACCORDANCE WITH LOCAL GOVERNING CODES.
- UTILITY CONDUIT MATERIAL FOR ELECTRIC, TELEPHONE, AND CABLE SHALL BE INSTALLED PER UTILITY PROVIDER SPECIFICATIONS.
- CONTRACTOR TO BUILD CONCRETE TRANSFORMER PAD AND INSTALL SCHEDULE 80 PVC CONDUIT AND PULL STRING WITH SWEEPING BENDS.
- ALL UTILITIES SHALL BE UNDERGROUND.

DESTIN WATER USER NOTES

- ALL REVISIONS TO THE WATER AND/OR SEWER UTILITIES OF ANY PREVIOUSLY APPROVED PROJECT MUST BE REAPPROVED BY DESTIN WATER USERS, INC. IN WRITING AT LEAST 24 HOURS PRIOR TO IMPLEMENTATION.
- VERIFIED AND SCALED 'AS-BUILT' PLANS INCLUDING ALL UTILITY INFRASTRUCTURES MUST BE SUBMITTED TO THE CITY OF DESTIN AND FORWARDED TO DESTIN WATER USERS, INC. FOR FINAL INSPECTION BY DESTIN WATER USERS, INC. A WRITTEN APPROVAL SHALL THEN BE SUBMITTED TO THE CITY OF DESTIN PRIOR TO ISSUANCE OF A CERTIFICATE OF OCCUPANCY BY THE CITY OF DESTIN IF THERE ARE NO OUTSTANDING ISSUES.
- WATER TAP FOR 1" WATER METER WILL BE PERFORMED BY DESTIN WATER USERS WITH 24-HOUR NOTICE GIVEN.
- 1" RPZ BACKFLOW IS REQUIRED AS SHOWN ON PLANS. TESTING OF DEVICE WILL BE PERFORMED BEFORE WATER IS TURNED ON WITH RESULTS OF THE TEST GIVEN TO DESTIN WATER USERS FOR OUR RECORDS.
- 6" GRAVITY SEWER LATERAL TIE INTO EXISTING MANHOLE SHALL BE GROUTED INSIDE AND OUT AND INSPECTED BY DESTIN WATER USERS.

SANITARY STRUCTURE TABLE

STRUCTURE NAME	STRUCTURE TYPE	RIM ELEVATION	INVERT IN	INVERT OUT
ES1	EXISTING MANHOLE	17.25	12.55 (PS1)	
S1	6" CLEANOUT DETAIL 2, SHEET C04.2	18.51	13.29 (PS2)	13.29 (PS1)
S2	6" CLEANOUT DETAIL 2, SHEET C04.2	18.06	14.19 (PS3)	14.19 (PS2)
S3	6" CLEANOUT DETAIL 2, SHEET C04.2	18.51	15.26 (PS3.1) 15.26 (PS4)	15.09 (PS3)
S3.1	6" CLEANOUT DETAIL 2, SHEET C04.2	18.70	15.36 (PS3.2)	15.36 (PS3.1)
S3.2	6" CLEANOUT DETAIL 2, SHEET C04.2	18.77	15.58 (PS3.3)	15.58 (PS3.2)
S3.3	6" CLEANOUT DETAIL 2, SHEET C04.2	19.40	15.91 (PS3.4)	15.91 (PS3.3)
S3.4	BUILDING STUB	19.45		16.00 (PS3.4)
S4	GREASE TRAP DETAIL 3, SHEET C04.2	18.58		
S4 IN	GREASE TRAP IN	18.57	15.50 (PS5)	
S4 OUT	GREASE TRAP OUT	18.57		15.30 (PS4)
S5	6" CLEANOUT DETAIL 2, SHEET C04.2	18.64	15.54 (PS6)	15.54 (PS5)
S6	6" CLEANOUT DETAIL 2, SHEET C04.2	19.44	15.96 (PS7)	15.96 (PS6)
S7	BUILDING STUB	19.45		16.00 (PS7)

UTILITY INFORMATION

WATER				
	PANDA	SELLER	DEVELOPER	UTILITY
LINE EXTENSION TO PROPERTY LINE (PROPERTY LINE TO BUILDING)	●			---
TAPPING THE MAIN	●			---
WATER VAULT	●			---
WATER (METER) PIT				NOT REQUIRED
DOMESTIC METER	●			---
FIRE METER				NOT REQUIRED
IRRIGATION METER	●			---
DOMESTIC BFP	●			---
FIRE BFP				NOT REQUIRED
IRRIGATION BFP	●			---
OBTAINING EASEMENTS	●			---
OBTAINING ROW WORK PERMITS	●			---

SANITARY SEWER

	PANDA	SELLER	DEVELOPER	UTILITY
TAPPING OF THE MAIN	●			---
LINE EXTENSION (INSIDE PROPERTY)	●			---
SERVICE LATERAL (INSIDE PROPERTY)	●			---
OBTAINING EASEMENTS	●			---
OBTAINING ROW PERMIT	●			---

ELECTRIC

	PANDA	SELLER	DEVELOPER	UTILITY
PRIMARY CONDUIT				---
PRIMARY CABLE	●			---
PRIMARY FINAL CONNECTION				---
TRANSFORMER				---
TRANSFORMER PAD	●			---
POLE				NOT REQUIRED
SECONDARY CABLE	●			---
SECONDARY CONDUIT	●			---
SECONDARY FINAL INSPECTION	●			---
METER				---
CT CABINET				---
CT METER CONDUIT				---
SOCKET				---
OBTAINING EASEMENTS	●			---
ROW WORK PERMITS	●			---

TELEPHONE

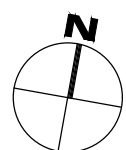
	PANDA	SELLER	DEVELOPER	UTILITY
CONDUIT				---
TRENCH & BACKFILL	●			---
CABLE & WIRE	●			---
OBTAINING EASEMENTS	●			---
OBTAINING ROW WORK PERMITS	●			---
HAND HOLE / BOX	●			---
PEDESTAL INSTALLATION				EXISTING

GAS

	PANDA	SELLER	DEVELOPER	UTILITY
TAP				---
PIPING				---
TRENCH AND BACKFILL	●			---
METER				---
REGULATOR				---
OBTAINING EASEMENTS	●			---
OBTAINING ROW WORK PERMITS	●			---

SANITARY PIPE TABLE

NAME	SIZE	LENGTH	SLOPE	MATERIAL
PS1	6"	29'	2.53%	PVC
PS2	6"	35'	2.53%	PVC
PS3	6"	36'	2.54%	PVC
PS3.1	4"	6'	1.70%	PVC
PS3.2	4"	13'	1.70%	PVC
PS3.3	4"	19'	1.70%	PVC
PS3.4	4"	5'	1.74%	PVC
PS4	4"	2'	2.00%	PVC
PS5	4"	2'	2.00%	PVC
PS6	4"	21'	2.00%	PVC
PS7	4"	2'	2.00%	PVC



0 20 40 Feet

SCALE 1" = 20'



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REVISIONS:

ISSUE DATE:

60% SET	11-23-2020
90% SET	04-23-2021
100% SET	07-09-2021

DRAWN BY: KBS/JM/EH

PANDA PROJECT #: D8086

PANDA STORE #:

CIVIL PROJECT #: 200061



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UTILITY PLAN
C04.0

SHEET 10 OF 32

SECTION 1 - POTABLE WATER SYSTEM

1-1 DESCRIPTION

THE WORK SPECIFIED IN THIS SECTION CONSISTS OF THE CONSTRUCTION OF A POTABLE WATER SYSTEM, WHICH INCLUDES THE POTABLE WATER DISTRIBUTION MAINS, VALVING, FIRE HYDRANTS, AND SERVICE PIPING. THE POTABLE WATER SYSTEM SHALL BE CONSTRUCTED IN CONFORMITY WITH THE PLANS AND IN ACCORDANCE WITH THESE SPECIFICATIONS, OR THE SPECIFICATIONS AND REQUIREMENTS OF THE DESTIN WATER USERS, INC. (UTILITY COMPANY), WHICHEVER IS MORE STRINGENT.

1-2 CODES AND STANDARDS

THE CONTRACTOR SHALL COMPLY WITH THE REQUIREMENTS OF CHAPTER 62-555 OF THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION RULES AND THE APPLICABLE PORTIONS OF THE NATIONAL STANDARD PLUMBING CODE PERTAINING TO THE INSTALLATION OF POTABLE WATER SYSTEMS. ADDITIONALLY, THE CONTRACTOR SHALL COMPLY WITH THE REQUIREMENTS OF THE LOCAL FIRE MARSHALL AND UTILITY COMPANY REGULATIONS PERTAINING TO FIRE HYDRANTS, INCLUDING HOSE UNIT THREADING AND SIMILAR MATCHING OF CONNECTIONS. THE CONTRACTOR SHALL OBTAIN REQUIRED PERMITS AND INSPECTIONS AND SHALL COORDINATE TAPPING OF EXISTING WATER MAINS WITH THE UTILITY COMPANY.

1-3 MATERIALS

1-3.1 DETECTOR WIRE

NO. 14 COPPER TRACER WIRE SHALL BE REQUIRED FOR ALL NON-METALLIC WATER MAINS. TRACER WIRE SHALL BE WELL CONNECTED TO FIRE HYDRANTS AND SHALL BE PROTECTED DURING BACKFILLING OPERATIONS TO PREVENT BREAKAGE.

1-3.2 PIPING AND PIPE FITTINGS

1-3.2.1 WATER MAINS

WATER MAIN PIPING SHALL BE POLYVINYL CHLORIDE (PVC) PIPE. WATER MAIN PIPING 1-1/2" THROUGH 3" IN SIZE SHALL CONFORM TO ASTM D 2241, SDR 26 (PVC MATERIAL 12454-B) WITH PUSH-ON JOINTS CONFORMING TO ASTM D 3139 AND ELASTOMERIC GASKETS CONFORMING TO ASTM F 477. WATER MAIN PIPING 4" THROUGH 12" IN SIZE SHALL CONFORM TO AWWA C 900-89, DR 18, AND SHALL BE FURNISHED IN CAST-IRON PIPE EQUIVALENT OUTSIDE DIAMETERS WITH RUBBER GASKETED JOINTS AS AWWA C 900 LISTED. ALL WATER MAIN PIPING SHALL BE STAMPED "NSF-PW". ALL WATER MAIN FITTINGS SHALL BE CONSTRUCTED OF EITHER DUCTILE IRON OR CAST IRON CONFORMING TO AWWA C 110 OR ANSI A 21.10, RESPECTIVELY.

1-3.2.2 WATER SERVICE PIPING

WATER SERVICE PIPING SHALL BE POLYETHYLENE (PE) TUBING CONFORMING TO ASTM D 1248, CLASS 160, WITH BRASS OR BRONZE BARBED FITTINGS WITH 2 STRAP-TYPE STAINLESS STEEL CLAMPS OVER PIPE AT EACH INSERT.

1-3.3 VALVES

1-3.3.1 GATE VALVES

GATE VALVES SHALL BE OF CAST IRON BODY, FULLY BRONZE MOUNTED, DOUBLE-DISC, AND HAVING PARALLEL SEATS, WITH WIDE FLANGED, MECHANICAL JOINT, OR SPRIGOT ENDS DEPENDING ON INSTALLATION. GATE VALVES SHALL HAVE A MINIMUM WORKING PRESSURE OF 175 PSI, AND SHALL COMPLY WITH AWWA C 500. GATE VALVES SHALL OPEN BY COUNTERCLOCKWISE ROTATION OF THE VALVE STEM AND SHALL BE FITTED WITH HUB-TYPE HAND OPERATORS. GATE VALVES SHALL BE SIZED AND LOCATED AS INDICATED ON THE PLANS.

1-3.3.2 WATER SERVICE CLAMPS AND STOPS

1-3.3.2.1 DOUBLE CLAMP TAPPING SADDLE

DOUBLE CLAMP TAPPING SADDLE SHALL BE MANUFACTURED BY FORD METERING, CO.

1-3.3.2.2 CORPORATION STOPS

CORPORATION STOPS SHALL BE FORD MODEL NO. F-1000, OR APPROVED EQUAL. INLETS SHALL HAVE COMPRESSION CONNECTIONS AND OUTLETS SHALL HAVE IRON PIPE THREADS.

1-3.3.2.3 CURB STOPS

CURB STOPS SHALL BE AS MANUFACTURED BY FORD, OR APPROVED EQUAL. INLETS SHALL HAVE COMPRESSION CONNECTIONS AND OUTLETS SHALL HAVE IRON PIPE THREADS.

1-3.3.3 VALVE BOXES

AN ADJUSTABLE CAST-IRON VALVE BOX OF SUITABLE SIZE SHALL BE PROVIDED AT EACH GATE VALVE. THE HEAD SHALL BE ROUND AND THE LID SHALL HAVE THE WORD "WATER" CAST ON IT. THE LEAST DIMENSION OF THE SHAFT OF THE BOX SHALL BE 5-1/4". A 2-0" DIAMETER BY 6" CONCRETE COLLAR SHALL BE POURED AROUND THE SHAFT AT THE VALVE BOX SURFACE. THE VALVE BOXES SHALL BE CLOW F-2452, OR APPROVED EQUAL.

1-3.4 FIRE HYDRANTS

FIRE HYDRANTS SHALL BE DRY-BARREL TYPE CONFORMING TO AWWA C 502. HYDRANTS SHALL HAVE 6" OUTLET, ONE 5-1/4" PUMPER CONNECTION, AND TWO 2-1/2" HOSE CONNECTIONS. THE SIZE AND SHAPE OF OPERATING NUTS AND THREADS ON HOSE AND PUMPER CONNECTIONS SHALL BE AS REQUIRED BY THE UTILITY COMPANY. THE HYDRANTS SHALL BE AMERICA DARLING, (MODEL 8848-S) WITH TAMPER PROOF BONNET.

1-3.5 ANCHORAGES

THE CONTRACTOR SHALL PROVIDE ANCHORAGES FOR TEES, WYES, CROSSES, PLUGS, CAPS, BENDS, VALVES, AND HYDRANTS AS REQUIRED. AFTER INSTALLATION, APPLY FULL COAT OF BITUMINOUS MATERIAL TO SURFACE OF ANY FERROUS ANCHORAGES. ANCHORAGE TYPES ARE AS FOLLOWS:

- (1) CLAMPS, STRAPS, AND WASHERS: STEEL, ASTM A 506.
- (2) RODS: STEEL, ASTM A 575.
- (3) ROD COUPLINGS: MALLEABLE-IRON, ASTM A 197.
- (4) BOLTS: STEEL, ASTM A 307.
- (5) THRUST BLOCKS: CONCRETE, 2500 PSI, SIZED AS INDICATED.

1-3.6 WATER METERS

WATER METERS FOR BILLING ARE TO BE PROCURED FROM DESTIN WATER USERS, INC.

1-4 INSTALLATION

1-4.1 PIPE LAYING AND JOINTING

PIPE, FITTINGS, VALVES AND ACCESSORIES SHALL BE CAREFULLY INSPECTED BEFORE AND AFTER INSTALLATION AND THOSE FOUND DEFECTIVE SHALL BE REJECTED AND REPLACED. BEFORE PLACING IN POSITION, CONTRACTOR TO CLEAN PIPE, FITTINGS, VALVES AND ACCESSORIES AND MAINTAIN IN CLEAN CONDITION. CUT PIPE ACCURATELY TO MEASUREMENTS ESTABLISHED AT THE SITE AND WORK INTO PLACE WITHOUT SPRINGING OR FORCING. SUPPORT PIPE AT ITS PROPER ELEVATION AND GRADE, TAKING CARE TO SECURE FIRM AND UNIFORM SUPPORT. LAY PIPE SO THAT THE FULL LENGTH OF EACH SECTION OF PIPE AND EACH FITTING WILL REST SOLIDLY ON THE PIPE BEDDING. EXCAVATE RECESSES TO ACCOMMODATE BELLS, JOINTS, AND COUPLINGS. PROVIDE ANCHORS AND SUPPORTS WHERE NECESSARY FOR FASTENING WORK INTO PLACE. CONCRETE REACTION, THRUST BLOCKS OR RESTRAINED JOINTS SHALL BE APPLIED FOR ALL TEES, PLUGS, CAPS AND BENDS DEFLECTING 22-1/2 DEGREES OR MORE. KEEP TRENCHES FREE OF WATER UNTIL JOINTS HAVE BEEN PROPERLY MADE. AT THE END OF EACH DAY'S WORK, CLOSE OPEN ENDS OF PIPE TEMPORARILY WITH WOOD BLOCKS OR BULKHEADS. DO NOT LAY PIPE WHEN CONDITIONS OF TRENCH OR WEATHER ARE UNSUITABLE. IN ADDITION TO THE ABOVE, PVC PIPE AND FITTINGS INSTALLATION SHALL CONFORM TO THE REQUIREMENTS OF UNI-B-3.

WATER MAINS SHALL BE LAID AT LEAST 10' HORIZONTALLY FROM ANY EXISTING OR PROPOSED SEWER. THE DISTANCE SHALL BE MEASURED EDGE TO EDGE. IN CASES WHERE IT IS NOT PRACTICAL, TO MAINTAIN A TEN FOOT SEPARATION, AND WHEN APPROVED BY D.E.P., DWJ, AND THE ENGINEER, THE WATER MAIN MAY BE INSTALLED CLOSER TO THE SEWER, PROVIDED THAT THE WATER MAIN IS LAID IN A SEPARATE TRENCH OR ON AN UNDISTURBED EARTH SHELF LOCATED ON ONE SIDE OF THE SEWER AT SUCH AN ELEVATION THAT THE BOTTOM OF THE WATER MAIN IS AT LEAST 18" ABOVE THE TOP OF THE SEWER.

BETWEEN THE INVERT OF THE UPPER PIPE AND THE CROWN OF THE LOWER PIPE, WHERE THIS MINIMUM SEPARATION CANNOT BE MAINTAINED, THE CROSSING SHALL BE ARRANGED SO THAT THE SEWER PIPE JOINTS AND WATER MAIN JOINTS ARE EQUIDISTANT FROM THE POINT OF CROSSING WITH NO LESS THAN 10' BETWEEN JOINTS. ALTERNATIVELY, THE SEWER MAIN BE PLACED IN A SLEEVE OR ENCASED IN CONCRETE TO OBTAIN THE EQUIVALENT OF THE REQUIRED 10' SEPARATION.

EXCAVATION AND BACKFILLING OF WATER MAIN TRENCHES SHALL CONFORM TO SECTION 2 OF THESE SPECIFICATIONS. PROVIDE A MINIMUM OF 36" OF COVER OVER WATER MAINS.

1-4.2 GATE VALVES

INSTALL GATE VALVES IN ACCORDANCE WITH THE REQUIREMENTS OF AWWA C 600 FOR VALVE-AND-FITTING INSTALLATION. VALVE BOXES SHALL BE PLACED CONCENTRICALLY OVER THE VALVE OPERATING NUT.

1-4.3 FIRE HYDRANTS

INSTALL FIRE HYDRANTS IN ACCORDANCE WITH THE REQUIREMENTS OF AWWA C 600 AND AWWA M 17, "INSTALLATION, OPERATION, AND MAINTENANCE OF FIRE HYDRANTS".

1-4.4 CONNECTION TO EXISTING WATER SYSTEM

COORDINATE AND MAKE CONNECTIONS TO THE EXISTING WATER SYSTEM IN A MANNER APPROVED BY THE UTILITY COMPANY, AND WITH A MINIMUM INTERRUPTION OF SERVICE ON THE EXISTING SYSTEM.

1-5 FIELD TESTING

1-5.1 GENERAL

CONDUCT PIPING TESTS BEFORE JOINTS ARE COVERED, AND AFTER THRUST BLOCKS HAVE SUFFICIENTLY HARDENED. FILL PIPELINE WITH WATER 24 HOURS PRIOR TO TESTING, AND APPLY TEST PRESSURE TO STABILIZED SYSTEM.

1-5.2 HYDROSTATIC TESTS

1-5.2.1 PRESSURE DURING TEST

AFTER THE PIPE HAS BEEN LAID AND BACKFILLED AS SPECIFIED, EACH VALVED SECTION OF NEWLY LAID PIPE SHALL, UNLESS OTHERWISE SPECIFIED, BE SUBJECTED TO A HYDROSTATIC PRESSURE EQUAL TO 150 PSI. THE CONTRACTOR SHALL RECORD THE TESTING BY THE USE OF A PRESSURE RECORDING GAUGE, AND AFTER ALL TESTING IS COMPLETE, THE RECORDING SHALL BE TURNED OVER TO THE ENGINEER FOR HIS FILES.

1-5.2.2 DURATION OF PRESSURE TEST

THE DURATION OF EACH PRESSURE TEST SHALL BE AT LEAST 2 HOURS.

1-5.2.3 PROCEDURE

EACH SECTION OF PIPE SHALL BE SLOWLY FILLED WITH WATER AND THE SPECIFIED TEST PRESSURE, MEASURED AT THE LOWEST POINT OF THE ELEVATION, SHALL BE APPLIED BY MEANS OF A PUMP CONNECTED TO THE PIPE IN A SATISFACTORY MANNER. THE PUMP, PIPE CONNECTION, GAUGES METER, AND ALL NECESSARY APPARATUS SHALL BE FURNISHED BY THE CONTRACTOR. THE TEST SHALL BE APPLIED TO EACH VALVED SECTION IN ORDER TO CHECK THE LEAKAGE THROUGH ALL VALVES.

1-5.2.4 EXPELLING AIR BEFORE TEST

BEFORE APPLYING THE SPECIFIED TEST PRESSURE, ALL AIR SHALL BE EXPELLED FROM THE PIPE. TO ACCOMPLISH THIS, TAPS SHALL BE MADE, IF NECESSARY, AT POINTS OF HIGHEST ELEVATION AND AFTERWARDS TIGHTLY PLUGGED.

1-5.2.5 DEFINITION OF LEAKAGE

LEAKAGE IS DEFINED AS THE QUANTITY OF WATER TO BE SUPPLIED INTO THE NEWLY LAID PIPE, OR ANY VALVED SECTION OF IT, NECESSARY TO MAINTAIN THE SPECIFIED LEAKAGE TEST PRESSURE AFTER THE PIPE HAS BEEN FILLED WITH WATER AND THE AIR EXPELLED.

1-5.2.6 PERMISSIBLE LEAKAGE

SUITABLE MEANS SHALL BE PROVIDED BY THE CONTRACTOR FOR DETERMINING THE QUANTITY OF WATER LOST BY LEAKAGE UNDER NORMAL OPERATING PRESSURE. NO PIPE INSTALLATION WILL BE ACCEPTED UNTIL OR UNLESS THIS LEAKAGE (EVALUATED AT 150 PSI) IS LESS THAN THE FIGURE STATED BELOW:

	GAL/S/1000'/24 HRS.	GAL/S/1000'/1 HR.
2"	3.8 GAL.	0.16 GAL.
3"	5.7 GAL.	0.24 GAL.
4"	7.6 GAL.	0.32 GAL.
6"	11.4 GAL.	0.47 GAL.
8"	15.2 GAL.	0.63 GAL.
10"	18.9 GAL.	0.79 GAL.
12"	22.7 GAL.	0.95 GAL.

1-5.2.7 VARIATION FROM PERMISSIBLE LEAKAGE

SHOULD ANY TEST OF COMBINED SECTIONS OF PIPE LAID DISCLOSE LEAKAGE GREATER THAN THE SPECIFIED LIMIT, THE CONTRACTOR SHALL, AT HIS EXPENSE, LOCATE AND REPAIR THE DEFECTIVE JOINTS UNTIL THE LEAKAGE IS WITHIN THE SPECIFIED ALLOWANCE.

1-5.2.8 WATER FOR TESTING

WATER FOR TESTING SHALL BE PROVIDED BY THE CONTRACTOR AT HIS EXPENSE.

1-5.2.9 TIME FOR MAKING TEST

PIPE MAY BE SUBJECTED TO HYDROSTATIC PRESSURE, INSPECTED, AND TESTED FOR LEAKAGE AT ANY CONVENIENT TIME AFTER PARTIAL COMPLETION OF BACKFILL. THE CONTRACTOR MAY TEST THE SYSTEM WITH JOINTS EXPOSED OR WITH BACKFILLING COMPLETE AT HIS OPTION. THE ENGINEER AND THE UTILITY COMPANY SHALL BE NOTIFIED AT LEAST 24 HOURS BEFORE SCHEDULING TESTING WITH A UTILITY COMPANY REPRESENTATIVE PRESENT.

1-5.3 OPERATING TESTS

OPEN AND CLOSE ALL VALVES AND HYDRANTS UNDER SYSTEM WATER PRESSURE. CHECK DRY BARREL HYDRANTS FOR PROPER DRAINAGE.

1-6 DISINFECTION

FLUSH AND DISINFECT THE NEW POTABLE WATER SYSTEM IN ACCORDANCE WITH AWWA C 601 TO THE SATISFACTION OF THE ENGINEER AND THE UTILITY COMPANY. IN THE PROCESS OF CHLORINATING WATER, ALL VALVES OR OTHER APPURTENANCES SHALL BE OPERATED WHILE THE PIPE LINE IS FILLED WITH THE CHLORINATING AGENT.

1-7 FINAL FLUSHING AND TESTING

FOLLOWING DISINFECTION, ALL TREATED WATER SHALL BE THOROUGHLY FLUSHED FROM THE NEWLY LAID PIPE SYSTEM AT ITS EXTREMITIES UNTIL THE REPLACEMENT WATER THROUGHOUT ITS LENGTH SHALL UPON TEST, BOTH CHEMICALLY AND BACTERIOLOGICALLY, BE APPROVED BY THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ARRANGING AND PAYING FOR THE TEST SAMPLES.

1-8 AS-BUILT CERTIFICATION

IN ACCORDANCE WITH THE RULES OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION, CHAPTER 62-555, THE ENGINEER OF RECORD WILL BE RESPONSIBLE FOR OBSERVATION OF THE CONSTRUCTION OF THE POTABLE WATER SYSTEM TO ASSURE COMPLIANCE WITH PLANS AND SPECIFICATIONS, AND SAID ENGINEER WILL REPORT TO DEP UPON COMPLETION OF THE CONSTRUCTION AND CLEANING AND DISINFECTING DESCRIBED ABOVE BEFORE THE SYSTEM CAN BE PLACED INTO SERVICE. THE CONTRACTOR SHALL NOTIFY THE ENGINEER A MINIMUM OF 24 HOURS BEFORE BEGINNING CONSTRUCTION ON THE POTABLE WATER SYSTEM.

1-9 AS-BUILT DRAWINGS

THE CONTRACTOR SHALL FURNISH THE ENGINEER AT THE CLOSE OF THE PROJECT, WITH ONE (1) SET OF MARKED-UP CONSTRUCTION PLANS DEPICTING AS-BUILT CONDITIONS OF THE POTABLE WATER SYSTEM. THE AS-BUILT PLANS SHALL SHOW THE LOCATION OF WATER SERVICES, WATER VALVES, AND FIRE HYDRANTS. ENGINEERING APPROVAL OF THE POTABLE WATER SYSTEM WILL NOT BE MADE UNTIL ACCURATE AND LEGIBLE AS-BUILT PLANS ARE RECEIVED.

END OF SECTION

SECTION 2 - RECLAIMED WATER DISTRIBUTION SYSTEM (A.K.A. REUSE WATER)

SPECIFICATIONS FOR THE RELOCATION OF THE 16" RECLAIM MAIN PER THE DWJ COMMONS DRIVE RECLAIMED WATER EXTENSION PHASE III PLANS AND SPECIFICATIONS DATED JANUARY 2011 AND PREPARED BY BASKERVILLE-DONOVAN, INC.

2-1 DESCRIPTION

THE WORK SPECIFIED IN THIS SECTION CONSISTS OF THE CONSTRUCTION OF RECLAIMED WATER SERVICES AND OTHER APPURTENANCES, IN CONFORMITY WITH THE PLANS AND IN ACCORDANCE WITH THESE SPECIFICATIONS, OR THE GENERAL UTILITY SPECIFICATIONS OF DESTIN WATER USERS, INC. (UTILITY COMPANY), WHICHEVER IS MORE STRINGENT.

2-2 CODES AND STANDARDS

THE CONTRACTOR SHALL COMPLY WITH THE REQUIREMENTS OF CHAPTER 62-604 AND 62-610 OF THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION RULES, THE APPLICABLE PORTIONS OF THE NATIONAL STANDARD PLUMBING CODE AND TEN STATE STANDARDS PERTAINING TO THE INSTALLATION OF RECLAIMED WATER SYSTEMS, AND THE UTILITY ACCOMMODATION MANUAL OF THE FLORIDA DEPARTMENT OF TRANSPORTATION, LATEST EDITION. THE CONTRACTOR SHALL OBTAIN REQUIRED PERMITS AND INSPECTIONS FROM THE UTILITY COMPANY.

2-3 MATERIALS

2-3.1 DETECTOR WIRE

NO. 12 COPPER TRACER WIRE SHALL BE REQUIRED FOR ALL NON-METALLIC SERVICES AND SHALL BE PROTECTED DURING BACKFILLING OPERATIONS TO PREVENT BREAKAGE.

2-3.2 GATE VALVES - SEE BASKERVILLE-DONOVAN PLANS AND SPECIFICATIONS

2-3.3 PIPING AND PIPE FITTINGS - SEE BASKERVILLE-DONOVAN PLANS AND SPECIFICATIONS

2-3.3.1 RECLAIMED WATER MAINS - SEE BASKERVILLE-DONOVAN PLANS AND SPECIFICATIONS

2-3.3.2 RECLAIMED WATER SERVICE PIPING

WATER SERVICE PIPING SHALL BE POLYETHYLENE (PE) TUBING CONFORMING TO ASTM D 1248, CLASS 160, WITH BRASS OR BRONZE BARBED FITTINGS WITH 2 STRAP-TYPE STAINLESS STEEL CLAMPS OVER PIPE AT EACH INSERT. ALL RECLAIMED WATER INFRASTRUCTURE (MAINS, SERVICES, ETC.) SHALL BE COLOR CODED USING PANTONE PURPLE 522C USING LIGHT STABLE COLORANTS.

2-3.3.3 RECLAIMED WATER SERVICE CLAMPS AND STOPS

2-3.3.3.1 SERVICE CLAMPS

SERVICE CLAMPS SHALL BE CLOW-VEGA MODEL F-6350 AS MANUFACTURED BY CLOW, WICHITA FALLS, TEXAS, OR DRESSER STYLE 194 AS MANUFACTURED BY DRESSER MANUFACTURING CO., BRADFORD, PA., OR APPROVED EQUAL.

2-3.3.3.2 CORPORATION STOPS

CORPORATION STOPS SHALL BE FORD MODEL NO. F-1000, OR APPROVED EQUAL. INLETS SHALL HAVE COMPRESSION CONNECTIONS AND OUTLETS SHALL HAVE IRON PIPE THREADS.

2-3.3.3.3 CURB STOPS

CURB STOPS SHALL BE AS MANUFACTURED BY FORD, OR APPROVED EQUAL. INLETS SHALL HAVE COMPRESSION CONNECTIONS AND OUTLETS SHALL HAVE IRON PIPE THREADS.

2-3.3.4 VALVE BOXES - SEE BASKERVILLE-DONOVAN PLANS AND SPECIFICATIONS

2-3.4 ANCHORAGES - SEE BASKERVILLE-DONOVAN PLANS AND SPECIFICATIONS

2-5 INSTALLATION - SEE BASKERVILLE-DONOVAN PLANS AND SPECIFICATIONS

2-6 FIELD TESTING - SEE BASKERVILLE-DONOVAN PLANS AND SPECIFICATIONS

2-7 AS-BUILT CERTIFICATION

IN ACCORDANCE WITH THE RULES OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION, CHAPTER 62-604, THE ENGINEER OF RECORD WILL BE RESPONSIBLE FOR OBSERVATION OF THE CONSTRUCTION OF THE RECLAIMED WATER SYSTEM TO ASSURE COMPLIANCE WITH PLANS AND SPECIFICATIONS, AND SAID ENGINEER WILL REPORT TO DEP UPON COMPLETION OF THE CONSTRUCTION BEFORE THE SYSTEM CAN BE PLACED INTO SERVICE. THE CONTRACTOR SHALL NOTIFY THE ENGINEER A MINIMUM OF 24 HOURS BEFORE BEGINNING CONSTRUCTION ON THE RECLAIMED WATER SYSTEM.

2-8 AS-BUILT DRAWINGS

THE CONTRACTOR SHALL FURNISH THE ENGINEER AT THE CLOSE OF THE PROJECT, WITH ONE (1) SET OF MARKED-UP CONSTRUCTION PLANS DEPICTING AS-BUILT CONDITIONS OF THE RECLAIMED WATER SYSTEM. THE AS-BUILT PLANS SHALL SHOW THE LOCATION OF WATER SERVICES, BENDS AND VALVES. ENGINEERING APPROVAL OF THE RECLAIMED WATER SYSTEM WILL NOT BE MADE UNTIL ACCURATE AND LEGIBLE AS-BUILT PLANS ARE RECEIVED.

END OF SECTION

SECTION 3 - SANITARY SEWAGE SYSTEM

3-1 DESCRIPTION

THE WORK SPECIFIED IN THIS SECTION CONSISTS OF THE CONSTRUCTION OF A GRAVITY SANITARY SEWER COLLECTION SYSTEM, INCLUDING SANITARY SEWER COLLECTION LINES, SERVICE LINES, SANITARY SEWER MANHOLES, AND OTHER APPURTENANCES, IN CONFORMITY WITH THE PLANS AND IN ACCORDANCE WITH THESE SPECIFICATIONS, OR THE SPECIFICATIONS AND REQUIREMENTS OF THE DESTIN WATER USERS, INC. (UTILITY COMPANY), WHICHEVER IS MORE STRINGENT.

3-2 CODES AND STANDARDS

THE CONTRACTOR SHALL COMPLY WITH THE REQUIREMENTS OF CHAPTER 62-604 OF THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION RULES AND THE APPLICABLE PORTIONS OF THE NATIONAL STANDARD PLUMBING CODE AND TEN STATE STANDARDS, PERTAINING TO THE INSTALLATION OF GRAVITY SANITARY SEWER COLLECTION SYSTEMS. THE CONTRACTOR SHALL OBTAIN REQUIRED PERMITS FROM DEP AND INSPECTIONS REQUIRED BY THE UTILITY COMPANY.

3-3 MATERIALS

3-3.1 GRAVITY SEWER COLLECTION LINES AND FITTINGS

GRAVITY SEWER COLLECTION LINE PIPING AND FITTINGS (6" THROUGH 12") SHALL BE POLYVINYL CHLORIDE (PVC) CONFORMING TO ASTM D 3034, TYPE PSM, SDR 35. JOINTING SHALL BE ACCOMPLISHED BY MEANS OF ELASTOMERIC GASKET JOINTS CONFORMING TO ASTM D 3212. GASKET MATERIAL SHALL BE SUITABLE FOR USE WITH DOMESTIC SEWAGE AND SHALL CONFORM TO ASTM F 477.

3-3.2 SEWER SERVICE LINES

SEWER SERVICE LINE PIPING AND FITTINGS (4" AND SMALLER) SHALL BE POLYVINYL CHLORIDE (PVC) CONFORMING TO ASTM D 2466. EXTEND SEWER SERVICE LINES TO RIGHT-OF-WAY LINE AND BEND UP AT A 45° ANGLE. EXTEND 18" ABOVE GROUND AND CAP.

3-3.3 MANHOLES

SANITARY SEWER MANHOLES SHALL BE CONSTRUCTED OF PRECAST REINFORCED CONCRETE, SIZED AS INDICATED, AND COMPLYING WITH ASTM C 478. MANHOLE TOPS SHALL BE ECCENTRIC CONE TYPE AND MANHOLE BASES SHALL BE BASE RISES. SECTIONS WITH INTEGRAL FLOORS, NO STEPS SHALL BE PROVIDED IN ANY SANITARY SEWER MANHOLES OF ANY DEPTH.

SANITARY SEWER MANHOLE FRAMES AND COVERS SHALL BE OF HEAVY-DUTY CAST IRON CONSTRUCTION, SIZED AS INDICATED. THE MANHOLE COVER SHALL BE OF INDENTED TOP DESIGN WITH LETTERING CAST INTO THE TOP READING "SEWER". MANHOLE FRAMES AND COVERS SHALL BE VULCAN FOUNDRY NO. VM-37, NEEDHAM FOUNDRY NO. R-1600, OR APPROVED EQUAL. MANHOLE FRAMES AND COVERS ARE TO BE COATED WITH COAL-TAR EPOXY.

3-3.4 CLEANOUTS

SANITARY SEWER CLEANOUTS SHALL BE CONSTRUCTED OF PVC PIPE EXTENDED TO THE GROUND SURFACE WITH PVC FLUGS.

3-4 INSTALLATION

3-4.1 GRAVITY COLLECTION AND SERVICE LINES

EACH SECTION OF PIPE SHALL BE CAREFULLY INSPECTED BEFORE AND AFTER IT IS INSTALLED AND DEFECTIVE PIPE SHALL BE REJECTED AND REMOVED. SEWER LINES SHALL BE LAID BEGINNING AT THE LOW POINT OF THE SYSTEM, TRY TO THE GRADE AND ALIGNMENT INDICATED, WITH UNBROKEN CONTINUITY OF INVERT. CLEAR INTERIOR OF PIPING OF DIRT AND OTHER SUPERFLUOUS MATERIAL AS WORK PROGRESSES. OPEN ENDS OF PIPE AT THE END OF EACH DAY'S WORK SHALL BE CLOSED TEMPORARILY WITH WOOD BLOCKS OR BULKHEADS. IN ADDITION TO THE ABOVE, PVC GRAVITY SEWER LINES SHALL BE INSTALLED IN ACCORDANCE WITH UNI-B-5.

SEWERS SHALL BE LAID AT LEAST 10' HORIZONTALLY FROM ANY EXISTING OR PROPOSED WATER MAIN. THE DISTANCE SHALL BE MEASURED EDGE TO EDGE. IN CASES WHERE IT IS NOT PRACTICAL TO MAINTAIN A TEN FOOT SEPARATION, AND WHEN APPROVED BY D.E.P., DWJ, AND THE ENGINEER, THE SEWER MAY BE INSTALLED CLOSER TO THE WATER MAIN, PROVIDED THAT THE WATER MAIN IS IN A SEPARATE TRENCH OR ON AN UNDISTURBED EARTH SHELF LOCATED ON ONE SIDE OF THE SEWER AT AN ELEVATION SO THAT THE BOTTOM OF THE WATER MAIN IS AT LEAST 18" ABOVE THE TOP OF THE SEWER.

SEWERS CROSSING UNDER WATER MAINS SHALL BE LAID TO PROVIDE A MINIMUM VERTICAL DISTANCE OF 18" BETWEEN THE INVERT OF THE UPPER PIPE AND THE CROWN OF THE LOWER PIPE. WHERE THIS MINIMUM SEPARATION CANNOT BE MAINTAINED, THE CROSSING SHALL BE ARRANGED SO THAT THE SEWER PIPE JOINTS AND WATER MAIN JOINTS ARE EQUIDISTANT FROM THE POINT OF CROSSING WITH NO LESS THAN 10' BETWEEN ANY TWO JOINTS. ALTERNATIVELY, THE SEWER MAIN MAY BE PLACED IN A SLEEVE OR ENCASED IN CONCRETE TO OBTAIN THE EQUIVALENT OF THE REQUIRED 11' SEPARATION.

EXCAVATION OF PIPE TRENCHES SHALL CONFORM TO SECTION 2 OF THESE SPECIFICATIONS.

3-4.2 SEWER MANHOLES

SANITARY SEWER MANHOLES SHALL BE INSTALLED IN ACCORDANCE WITH ASTM C 891, WHERE MANHOLES OCCUR IN PAVEMENTS, SET TOP OF FRAMES AND COVERS FLUSH WITH THE FINISHED SURFACE. ELSEWHERE, SET TOPS 3" ABOVE FINISHED SURFACE, UNLESS OTHERWISE INDICATED. GROUT INVERTS OF MANHOLES TO PROVIDE CONTINUITY OF GRADE AND DIRECTION CHANGE THROUGH MANHOLE. THE EXTERIOR OF THE MANHOLE SHALL BE GIVEN TWO COATS OF KOPPERS 300M, OR EQUAL, BEFORE BACKFILLING OPERATION.

SEWER MANHOLES SHALL BE COATED WITH A SELF-PRIMING HEAVY DUTY COLD APPLIED COAL TAR MATERIAL SIMILAR AND EQUAL TO KOPPERS "BITUMASTIC SUPER SERVICE BLACK". PROVIDE A MINIMUM OF TWO (2) COATS AT A RATE OF 50 TO 80 SQUARE FEET PER GALLON PER COAT.

3-5 BACKFILLING

BACKFILL PIPE TRENCHES AND AROUND STRUCTURES IN ACCORDANCE WITH SECTION 2 OF THESE SPECIFICATIONS.

3-6 INSPECTION AND TESTING

INSPECT PIPING TO DETERMINE WHETHER LINE DISPLACEMENT OR OTHER DAMAGE HAS OCCURRED. INSPECTIONS AFTER LINES BETWEEN MANHOLES, OR MANHOLE LOCATIONS, HAVE BEEN INSTALLED AND APPROXIMATELY 2" OF BACKFILL IS IN PLACE, AND AGAIN AT THE COMPLETION OF THE PROJECT. IF INSPECTION INDICATES POOR ALIGNMENT, DEBRIS, DIS-PLACEMENT, OR OTHER DEFECTS, CORRECT SUCH DEFECTS AND REINSPECT.

LEAKAGE TESTS MAY INCLUDE APPROPRIATE WATER OR LOW PRESSURE AIR TESTING. THE LEAKAGE OUTWARD OR INWARD (EXFILTRATION OR INFILTRATION) SHALL NOT EXCEED 50 GALLONS PER INCH OF PIPE DIAMETER PER MINUTE PER DAY FOR ANY SECTION OF THE SYSTEM. AN EXFILTRATION OR INFILTRATION TEST AS APPROPRIATE SHALL BE PERFORMED WITH A MINIMUM POSITIVE HEAD OF 2". THE WATER TEST, IF USED, SHALL BE RUN CONTINUOUSLY FOR A MINIMUM OF NOT LESS THAN 3 HOURS, WITH WEIR READING TAKEN AT 20 MINUTE INTERVALS. THE AIR TEST, IF USED, SHALL, AS A MINIMUM, CONFORM TO THE TEST PROCEDURE DESCRIBED IN ASTM F1417-92 (1998) "STANDARD TEST METHOD FOR INSTALLATION ACCEPTANCE OF PLASTIC GRAVITY SEWER LINES USING LOW-PRESSURE AIR". ALL TEST TIMES SHALL BE CALCULATED USING RAMSEIER'S EQUATION $T = 0.085 (JKQ)$ WHERE

T = SHORTEST TIME, IN SECONDS ALLOWED FOR THE AIR PRESSURE TO DROP 1.0 PSIG
K = 0.000419 DL, BUT NOT LESS THAN 1.0
Q = 0.0015 CUBIC FEET/MINUTE/ SQUARE FEET OF INTERNAL SURFACE
D = NOMINAL PIPE DIAMETER IN INCHES
L = LENGTH OF PIPE BEING TESTED IN FEET

FOR MORE EFFICIENT TESTING OF LONG TEST SECTIONS AND /OR SECTIONS OF LARGER DIAMETER PIPES A TIMED PRESSURE DROP OF 0.5 PSIG MAY BE USED IN LIEU OF THE 1.0 PSIG DROP. IF 0.5 PSIG PRESSURE DROP IS USED, APPROPRIATE REQUIRED TEST TIMES SHALL BE EXACTLY HALF AS LONG AS THOSE OBTAINED USING RAMSEIER'S EQUATION FOR T CITED ABOVE.

THE TESTING METHODS PROVIDED SHOULD TAKE INTO CONSIDERATION THE RANGE IN GROUNDWATER ELEVATIONS PROJECTED AND THE SITUATION DURING THE TEST.

THE TEST SHALL BE MADE BY THE CONTRACTOR WITH THE UTILITY COMPANY REPRESENTATIVE BEING PRESENT TO VERIFY THE TEST ACCURACY. THE ENGINEER AND THE UTILITY COMPANY SHALL BE NOTIFIED 24 HOURS IN ADVANCE, WHERE INFILTRATION OCCURS IN EXCESS OF THE SPECIFIED AMOUNT, THE DEFECTIVE PIPE OR JOINTS SHALL BE LOCATED AND REPAIRED AT THE EXPENSE OF THE CONTRACTOR. IF THE DEFECTIVE PORTIONS CANNOT BE SO LOCATED, THE CONTRACTOR, AT HIS OWN EXPENSE, SHALL REMOVE AND RECONSTRUCT AS MUCH OF THE ORIGINAL WORK AS NECESSARY TO OBTAIN A SEWER SYSTEM WITHIN THE ALLOWABLE INFILTRATION LIMITS.

THE SEWER OR SEWERS SHALL BE PUMPED OUT AND NORMAL INFILTRATION CONDITIONS PREVAIL BEFORE TESTING SHALL BE STARTED.

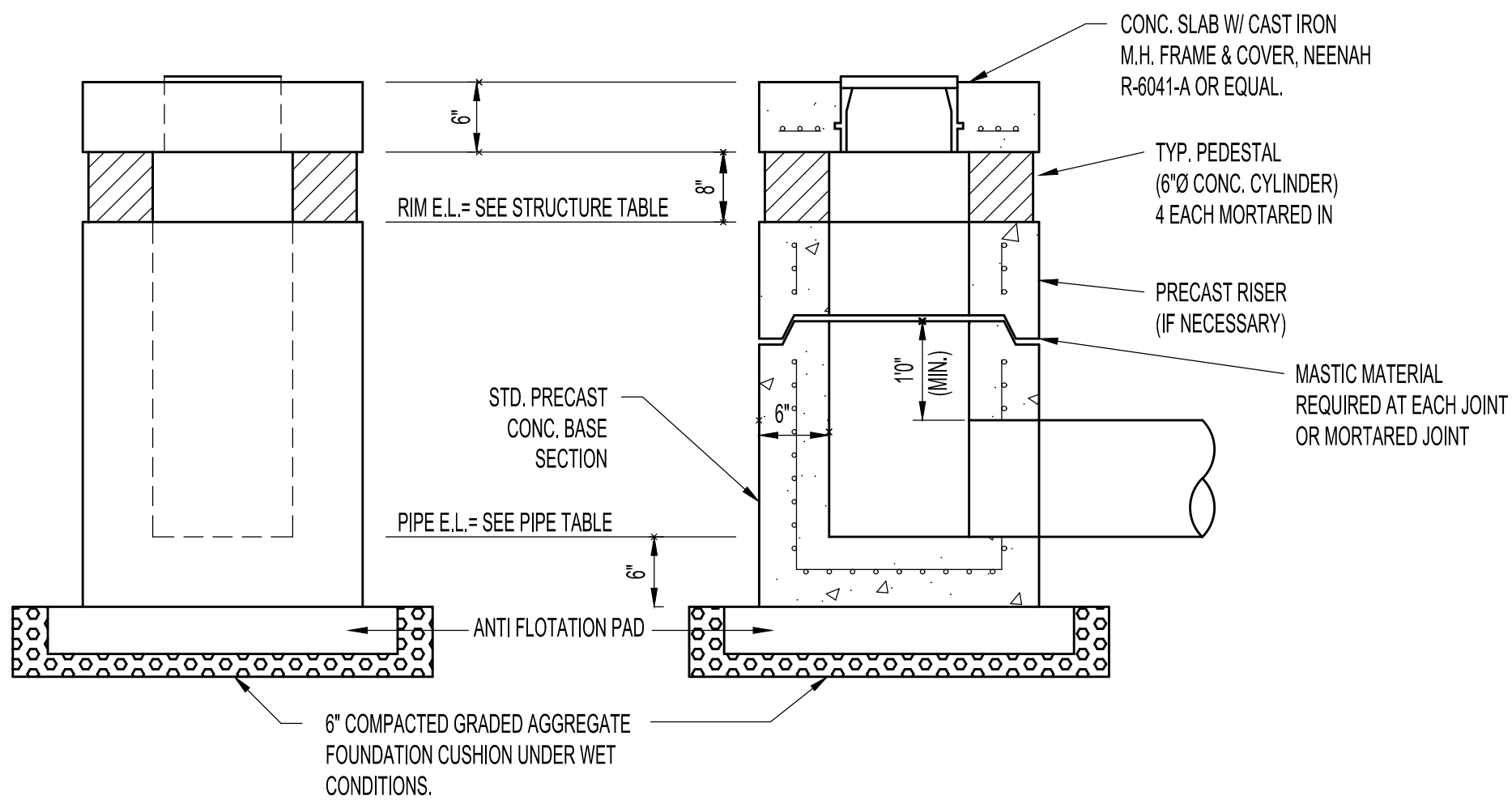
ALL SEWER MAINS AND SERVICES SHALL BE PRESSURE TESTED AS SPECIFIED IN THIS SECTION OR AS REQUIRED BY THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION AND THE UTILITY COMPANY.

ALL SANITARY SEWER MAINS AND MANHOLES MUST BE VIDEO TAPED AND PROVIDED TO THE UTILITY COMPANY BEFORE ACCEPTED FOR SERVICE.

3-7 AS-BUILT CERTIFICATION

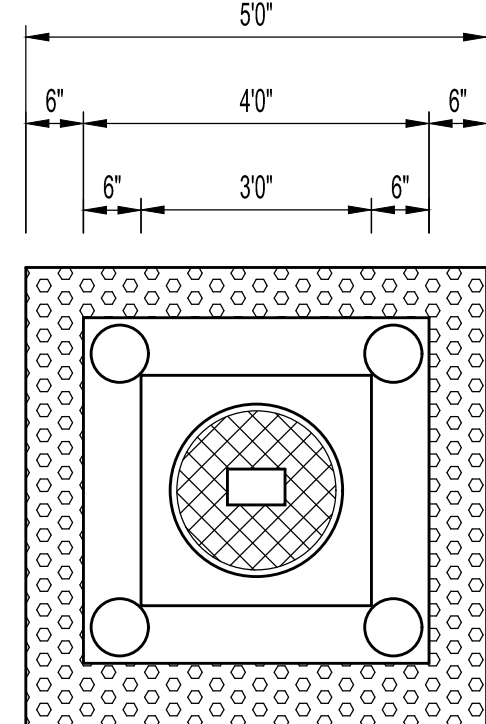
IN ACCORDANCE WITH THE RULES OF THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION, CHAPTER 62-604, THE ENGINEER OF RECORD WILL BE RESPONSIBLE FOR OBSERVATION OF THE CONSTRUCTION OF THE SANITARY SEWER COLLECTION SYSTEM TO ASSURE COMPLIANCE WITH THE PLANS AND SPECIFICATIONS, AND SAID ENGINEER WILL REPORT TO DEP UPON COMPLETION OF THE CONSTRUCTION BEFORE THE SYSTEM CAN BE PLACED INTO OPERATION. THE CONTRACTOR SHALL NOTIFY THE ENGINEER A MINIMUM OF 24 HOURS BEFORE BEGINNING CONSTRUCTION ON THE SEWER COLLECTION SYSTEM.

3-8 AS-BUILT DRAWINGS



ELEVATION

SECTION

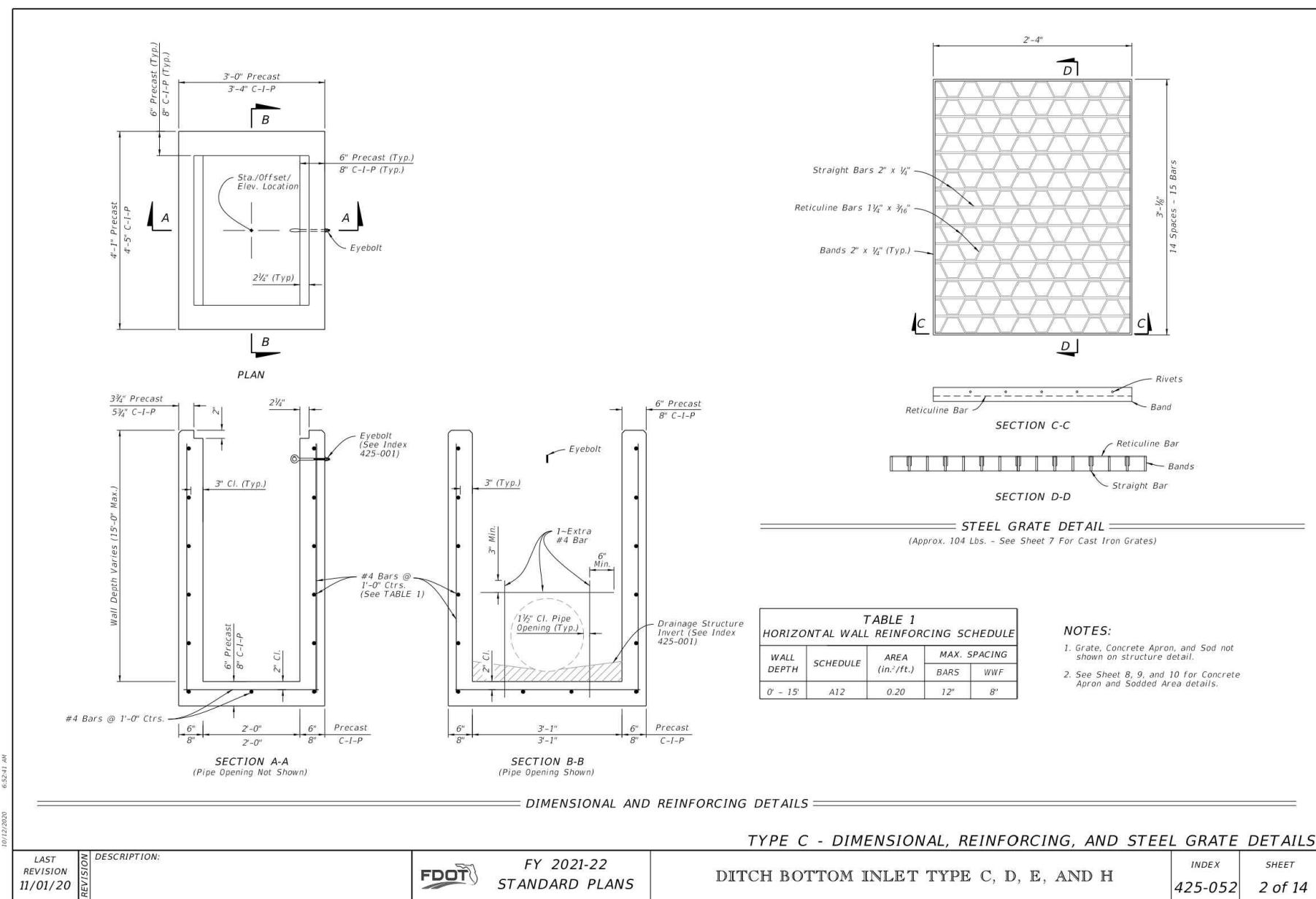


PLAN

- NOTES:
- SUBGRADE TO BE COMPACTED TO 95% MAX. DRY DENSITY PER STANDARD PROCTOR.
 - REINFORCEMENT STEEL SHALL BE PLACED TO ALLOW A MIN. OF 1 1/2" COVER, EXCEPT WHERE NOTED.
 - REINFORCEMENT STEEL SHALL BE OF INTERMEDIATE GRADE AND SHALL CONSIST OF NO. 4 @ 6" O.C.E.W.
 - ALL CONCRETE SHALL BE CLASS A.
 - CONCRETE TOP COVER THICKNESS 8" - VEHICULAR TRAFFIC AREAS.

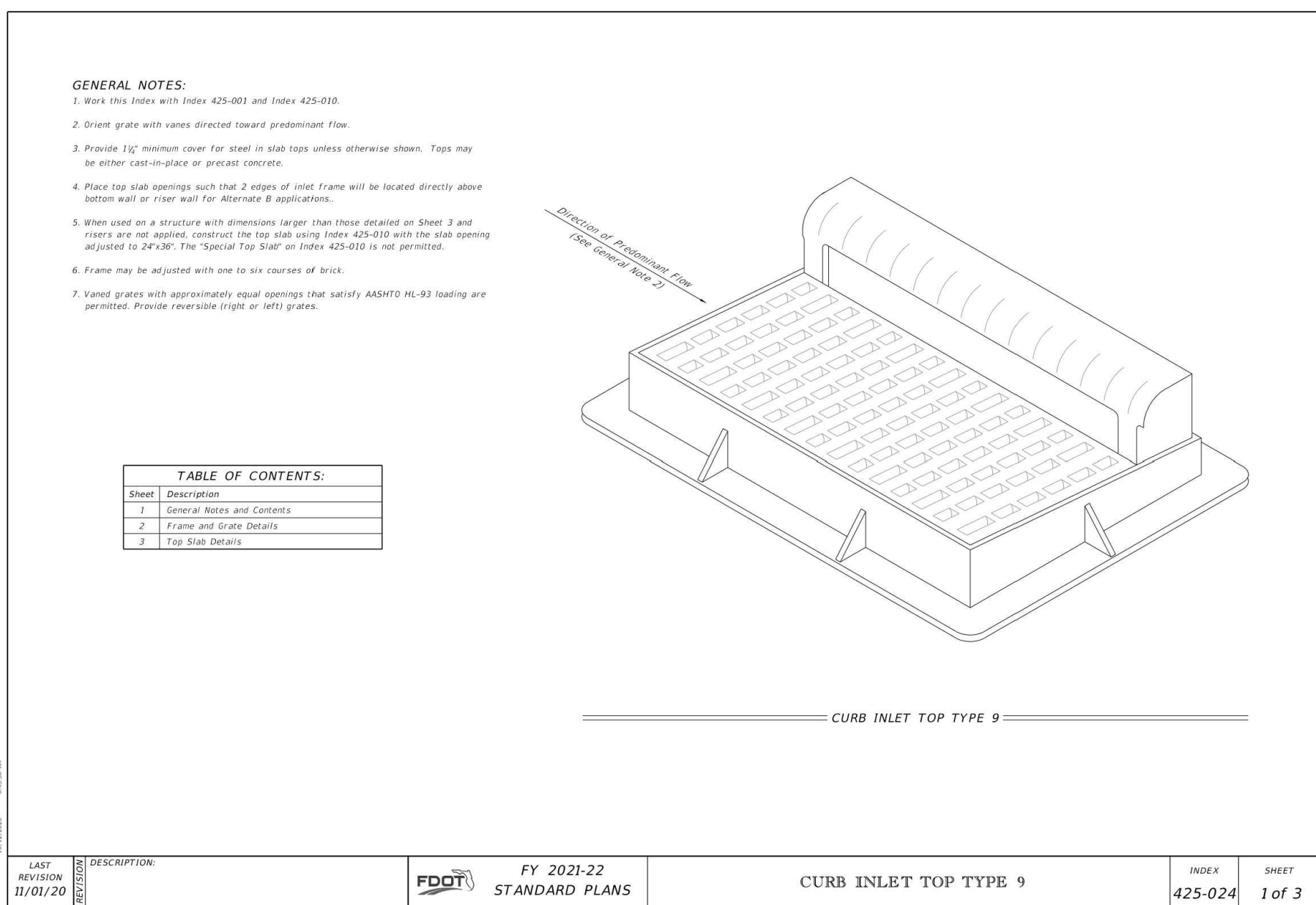
ANTI FLOTATION PAD DIMENSIONS:
A2: 6"W X 6"L X 2.5" D
A3: 6"W X 6"L X 2.5" D
C2.1: 6.5"W X 6.5"L X 2.25" D
D1: 6.5"W X 6.5"L X 2.40" D

1 OUTLET CONTROL STRUCTURE NTS



NOTE:
CONTRACTOR SHALL ENSURE THE TYPE "C" GRATE IS H-20 TRAFFIC GRADED.

3 FDOT DROP GRATE NTS



2 FDOT CURB INLET TOP NTS

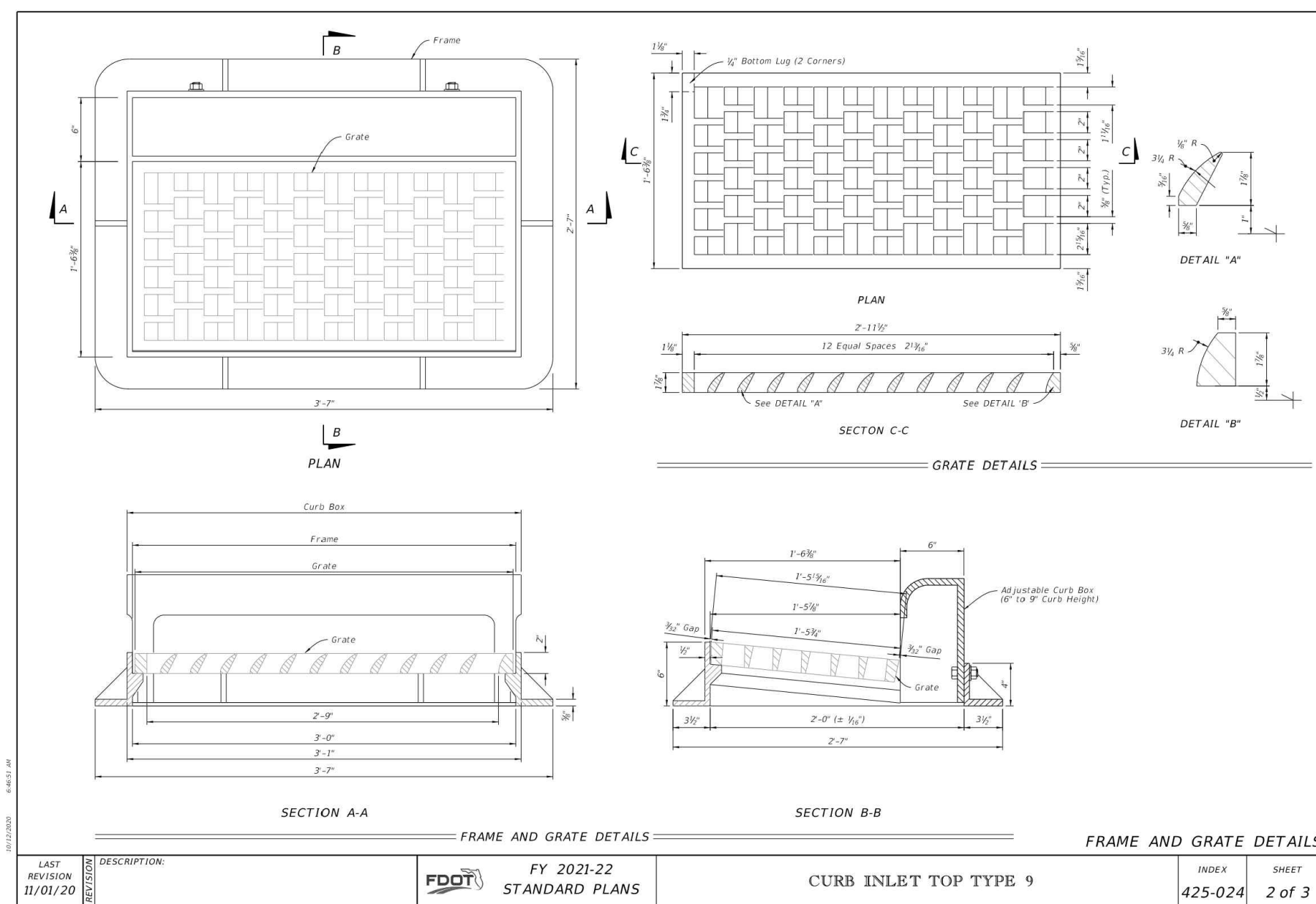
Storm Sewer Tabulation

Station	Len	Drng Area	Rnoff	Area x C		Tc	Rain	Total	Cap	Vel	Pipe		Invert Elev		HGL Elev		Grnd / Rim Elev		Line ID				
Line	To Line	(ft)	Incr (ac)	Total (ac)	Incr (C)	Total	Inlet (min)	Syst (min)	(in/hr)	(cfs)	(cfs)	(ft/s)	Size (in)	Slope (%)	Dn (ft)	Up (ft)	Dn (ft)	Up (ft)	Dn (ft)	Up (ft)			
1	En86	776	0.01	0.20	0.01	0.00	0.16	5.0	7.8	7.3	1.38	11.42	0.78	18	1.01	13.00	13.27	15.14	15.14	18.62	18.23	PC1	
2	1	55	743	0.01	0.08	0.01	0.00	0.06	5.0	5.4	7.9	0.64	11.40	0.39	18	1.00	13.37	13.93	15.15	15.16	18.23	18.49	PC2
3	2	18	635	0.01	0.01	0.01	0.00	0.00	5.0	5.0	8.0	0.18	3.79	1.14	12	0.97	14.43	14.61	15.16	14.78	18.49	19.00	PC2.1
4	2	33	283	0.06	0.06	0.95	0.06	0.06	5.0	5.0	8.0	0.46	11.33	1.36	18	0.99	14.13	14.46	15.16	14.71	18.49	17.90	PC3
5	1	30	778	0.11	0.11	0.94	0.10	0.10	5.0	5.0	8.0	0.83	7.02	0.67	15	1.01	13.37	13.68	15.15	15.16	18.23	17.59	PC1.1
6	En87	281	0.07	0.09	0.92	0.06	0.06	5.0	6.0	7.7	1.45	11.32	0.82	18	0.99	13.00	13.27	15.14	15.14	18.57	17.90	PA1	
7	6	39	671	0.01	0.02	0.01	0.00	0.00	5.0	5.5	7.9	0.95	3.87	1.21	12	1.01	13.77	14.17	15.15	15.17	17.90	18.00	PA2
8	7	64	904	0.01	0.01	0.01	0.00	0.00	5.0	5.0	8.0	0.91	3.86	2.21	12	1.00	14.37	15.02	15.19	15.42	18.00	18.00	PA3
9	En87	166	0.01	0.01	0.01	0.00	0.00	5.0	5.0	8.0	1.37	3.85	1.75	12	0.99	13.00	13.27	15.14	15.17	18.81	18.00	PD1	
Project File: 200601.stm																Number of lines: 9				Run Date: 7/8/2021			
NOTES: Intensity = 166.42 / (inlet time + 23.30) ^ 0.91; Return period = Yrs. 25 ; c = cir = ellip b = box																							

Project File: 200061.stm Number of lines: 9 Run Date: 7/8/2021

NOTES: Intensity = 166.42 / (Inlet time + 23.30) ^ 0.91; Return period = 25 Yrs. ; c = cir e = ellip b = box

4 25-YEAR PIPES AND INLET CALCULATIONS NTS



TOP SLAB DETAILS

Inlet Report

Line No	Inlet ID	Q = CIA (cfs)	Q carry (cfs)	Q capt (cfs)	Q Byp (cfs)	Junc Type	Curb Inlet H (ft)	L (ft)	Area (sqft)	Grate Inlet L (ft)	W (ft)	So (ft/ft)	W (ft)	Sw (ft/ft)	Sx (ft/ft)	n	Depth (ft)	Spread (ft)	Inlet Depth (ft)	Spread (ft)	Deptr (in)	Byp Line No
1	C1	0.01*	0.00	0.00	0.01	MH	0.0	0.00	0.00	0.00	0.00	Sag	0.00	0.000	0.000	0.000	0.00	0.00	0.00	0.00	0.0	Off
2	C2	0.01*	0.00	0.00	0.01	MH	0.0	0.00	0.00	0.00	0.00	Sag	0.00	0.000	0.000	0.000	0.00	0.00	0.00	0.00	0.0	Off
3	C2.1	0.18*	0.00	0.00	0.18	MH	0.0	0.00	0.00	0.00	0.00	Sag	0.00	0.000	0.000	0.000	0.00	0.00	0.00	0.00	0.0	Off
4	C3	0.46	0.00	0.46	0.00	Comb	4.0	2.96	1.05	2.96	1.50	Sag	1.50	0.083	0.027	0.000	0.15	2.41	0.15	2.41	0.0	Off
5	C1.1	0.83	0.00	0.83	0.00	Comb	4.0	2.96	1.05	2.96	1.50	Sag	1.50	0.083	0.015	0.000	0.19	5.94	0.19	5.94	0.0	Off
6	A1	0.51	0.00	0.51	0.00	DrGr	0.0	0.00	2.75	3.00	2.33	Sag	0.01	0.020	0.020	0.000	0.06	8.70	0.06	8.70	0.0	Off
7	A2	0.04*	0.00	0.00	0.04	MH	0.0	0.00	0.00	0.00	0.00	Sag	0.00	0.000	0.000	0.000	0.00	0.00	0.00	0.00	0.0	Off
8	A3	0.91*	0.00	0.00	0.91	MH	0.0	0.00	0.00	0.00	0.00	Sag	0.00	0.000	0.000	0.000	0.00	0.00	0.00	0.00	0.0	Off
9	D1	1.37*	0.00	0.00	1.37	MH	0.0	0.00	0.00	0.00	0.00	Sag	0.00	0.000	0.000	0.000	0.00	0.00	0.00	0.00	0.0	Off

Project File: 200061.stm Number of lines: 9 Run Date: 7/8/2021

NOTES: Inlet N-Values = 0.016; Intensity = 166.42 / (Inlet time + 23.30) ^ 0.91; Return period = 25 Yrs. ; * Indicates Known Q added. All curb inlets are throat.



PANDA EXPRESS, INC.

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ROSEMead, CALIFORNIA 91770

TELEPHONE: 626.799.9898
FACSIMILE: 626.372.8268

REVISIONS:

ISSUE DATE:

60% SET	11-23-2020
90% SET	04-23-2021
100% SET	07-09-2021

DRAWN BY: KBS/JM/EH

PANDA PROJECT #: D8086
PANDA STORE #:
CIVIL PROJECT #: 200061



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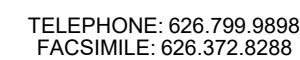
PANDA EXPRESS

TRUE WARM & WELCOME 2300
34898 EMERALD COAST PARKWAY
DESTIN, FLORIDA 32541

UTILITY DETAILS V
C04.5

SHEET 15 OF 32

TRUE WARM & WELCOME 2300
ALWAYS INCLUDE WHAT DD# IS



60% SET	11-23-2020
90% SET	04-23-2021
100% SET	07-09-2021

PANDA PROJECT #: D8086
PANDA STORE #:
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TRUE WARM & WELCOME 2300
34898 EMERALD COAST PARKWAY
DESTIN, FLORIDA 32541

SHEET 16 OF 32

TRUE WARM & WELCOME 2300
ALWAYS INCLUDE WHAT DD# IS

NTS

PROFILE NOTES

1. CONTROLLED BACK FILL TO BE PLACED IN 6" LOOSE LIFT AND COMPACTED TO 100% ASTM D698 PRIOR TO STORM AND SANITARY SEWER CONSTRUCTION, BACK FILL SHALL BE PLACED TO A MINIMUM OF ±2' ABOVE THE CROWN ELEVATION OF THE PIPES.
2. STORM DRAIN AND SANITARY SEWER LENGTHS ARE MEASURED FROM CENTER LINE OF STRUCTURE TO CENTERLINE OF STRUCTURE OR FACE OF HEADWALL.
3. ALL PIPE LENGTHS SHOWN ARE ROUNDED TO THE NEAREST FOOT.
4. ALL STORM DRAIN PIPING SHALL BE TRENCHED, BEDDED AND BACK FILLED ACCORDING WITH DETAIL 2 ON SHEET C04.1 UNLESS SPECIFICALLY NOTED OTHERWISE.
5. ALL SANITARY SEWER PIPING SHALL BE TRENCHED, BEDDED AND BACK FILLED ACCORDING WITH DETAIL 2 ON SHEET C04.1 UNLESS SPECIFICALLY NOTED OTHERWISE.
6. UNFORESEEN SUBSURFACE CONDITIONS SHALL BE BROUGHT TO THE OWNER'S AND ENGINEER'S ATTENTION IMMEDIATELY IMPLEMENTATION OF CORRECTIVE BEDDING MEASURES WITHOUT THE OWNER'S APPROVAL SHALL BE AT THE CONTRACTOR'S OWN RISK AND AT NO ADDITIONAL COMPENSATION.
7. EXISTING GRADES SHOWN ARE APPROXIMATE AND DO NOT REFLECT TOP SOIL REMOVAL, CLEARING, AND GRUBBING OPERATIONS. THE CONTRACTOR SHALL ASCERTAIN FOR HIMSELF THE EXTENT OF DISTURBANCE FOR THESE ACTIVITIES.
8. THE CONTRACTOR SHALL REFERENCE THE GEOTECHNICAL REPORT PREPARED FOR THE OWNER FOR SUBSURFACE CONDITIONS. THE GEOTECHNICAL REPORT IS NOT A PART OF THE CONTRACT DOCUMENTS.
9. EXCAVATIONS FOR STRUCTURES SHALL BE TAKEN AS A TRENCHING EXCAVATION WITHOUT FURTHER COMPENSATION.
10. SEE SHEET C01.1 FOR GENERAL NOTES.



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REVISIONS:

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100% SET	07-09-2021

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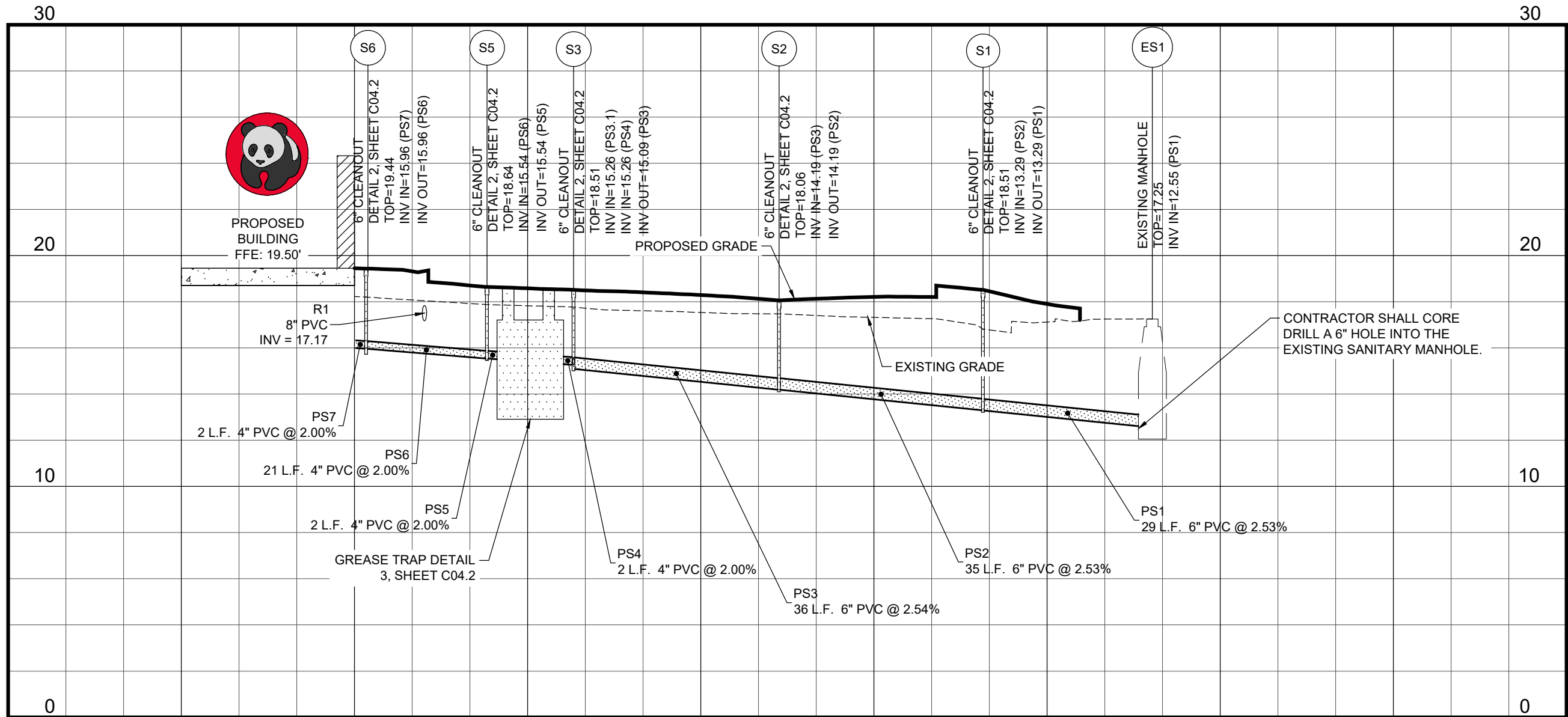
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PROFILES I
C04.7

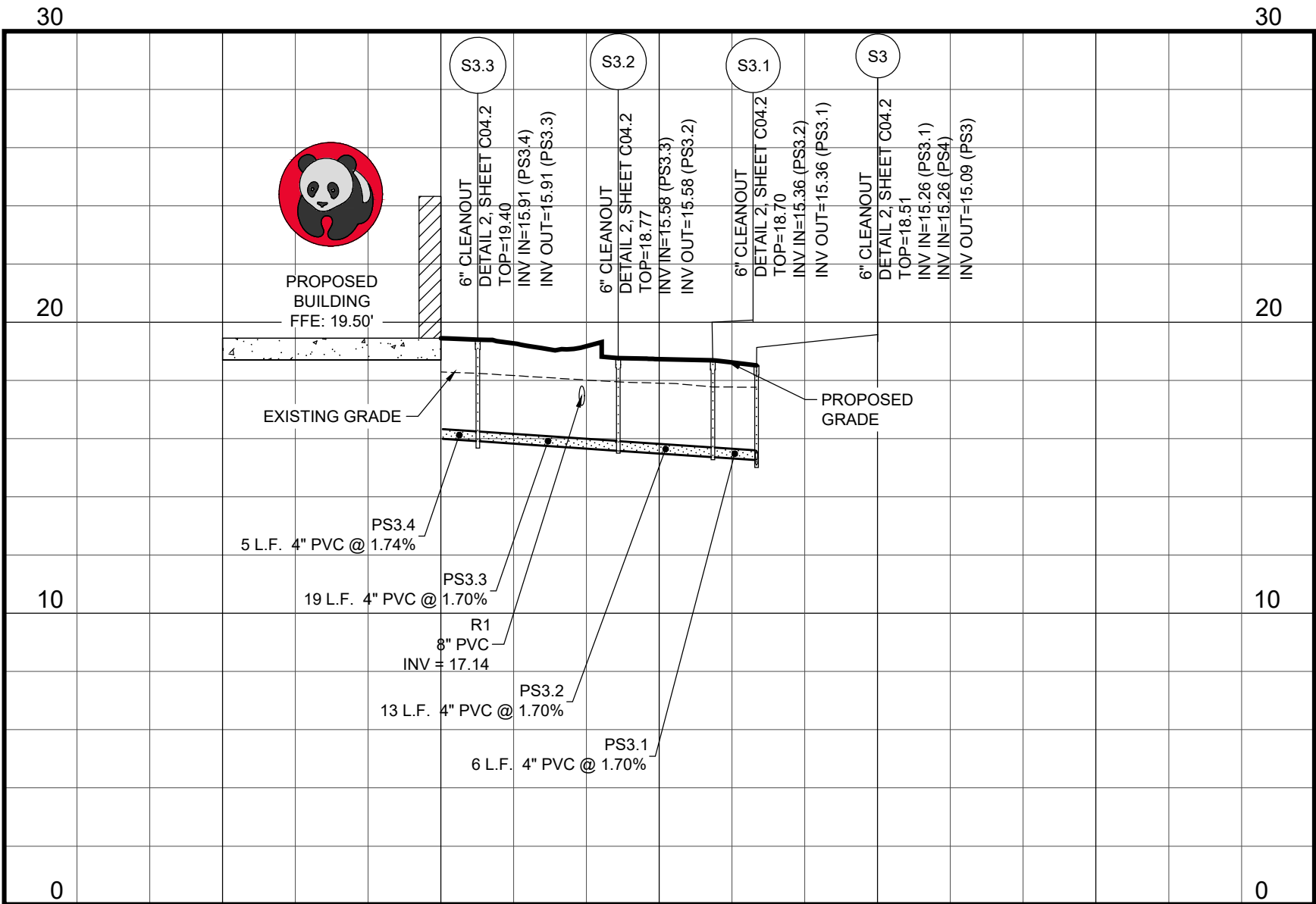
SHEET 17 OF 32

SANITARY PROFILE ES1-S7



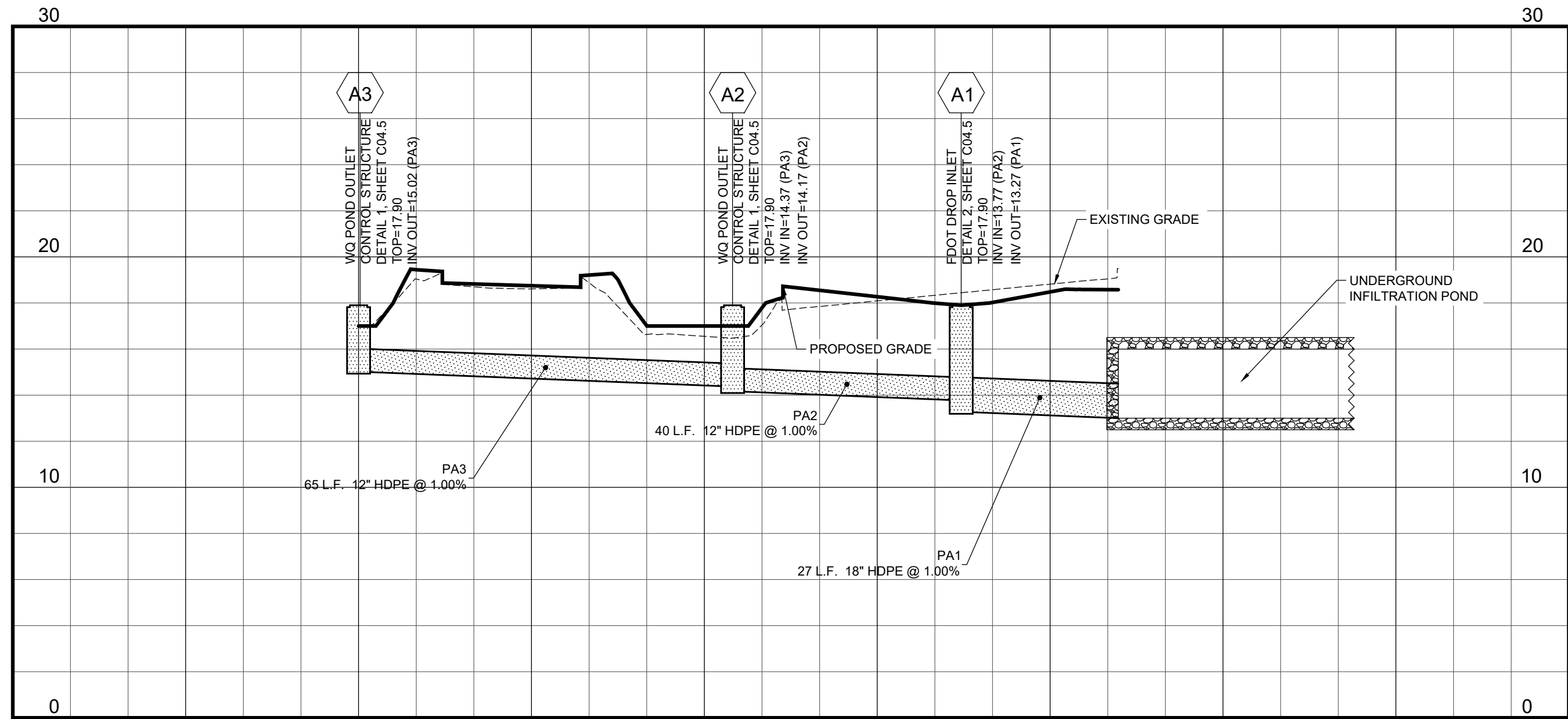
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VERTICAL SCALE: 1"=5'

SANITARY PROFILE S3-S3.5



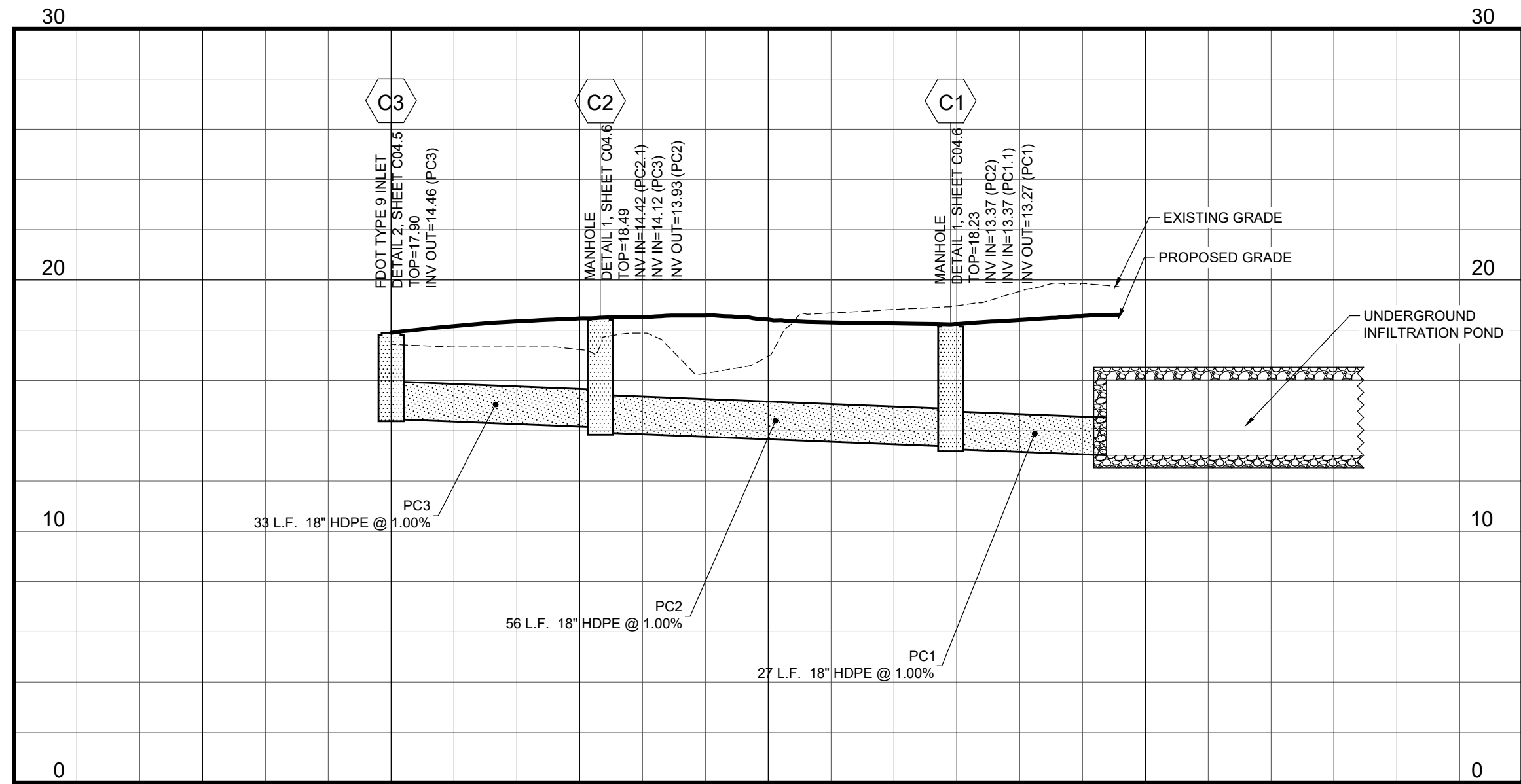
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VERTICAL SCALE: 1"=5'

STORM PROFILE A3-A0



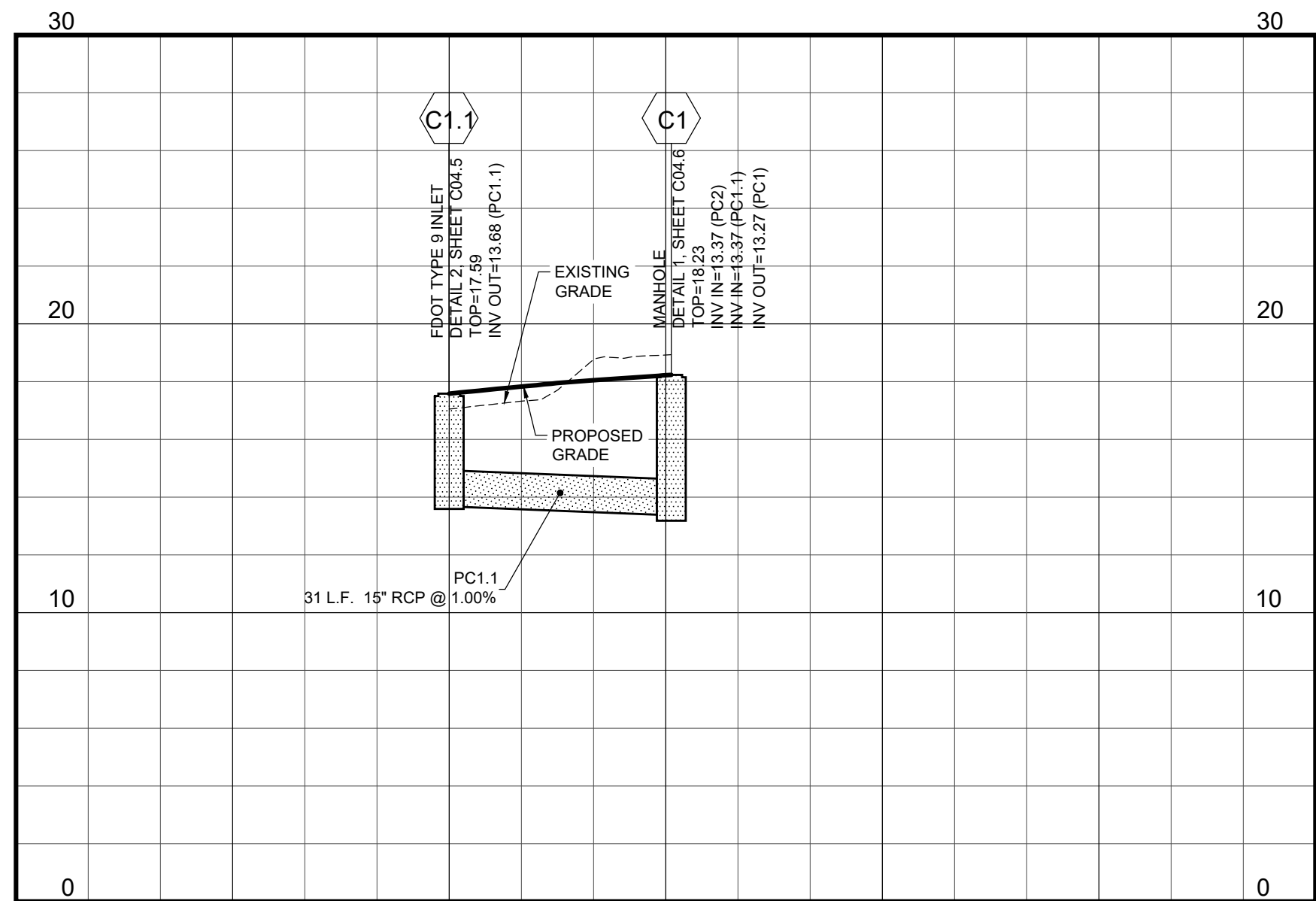
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VERTICAL SCALE: 1"=5'

STORM PROFILE C3-C0



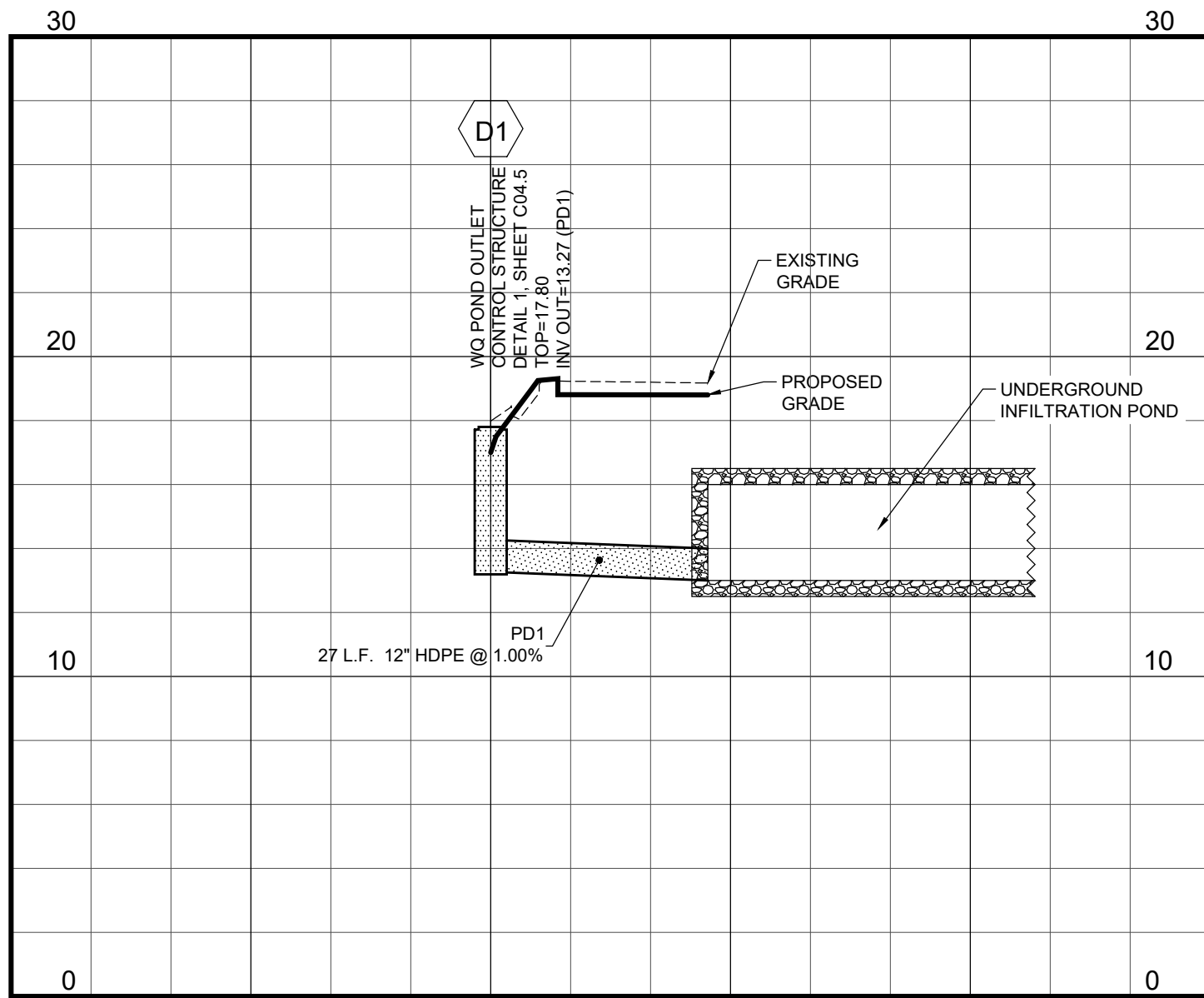
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VERTICAL SCALE: 1"=5'

STORM PROFILE C1.1-C1



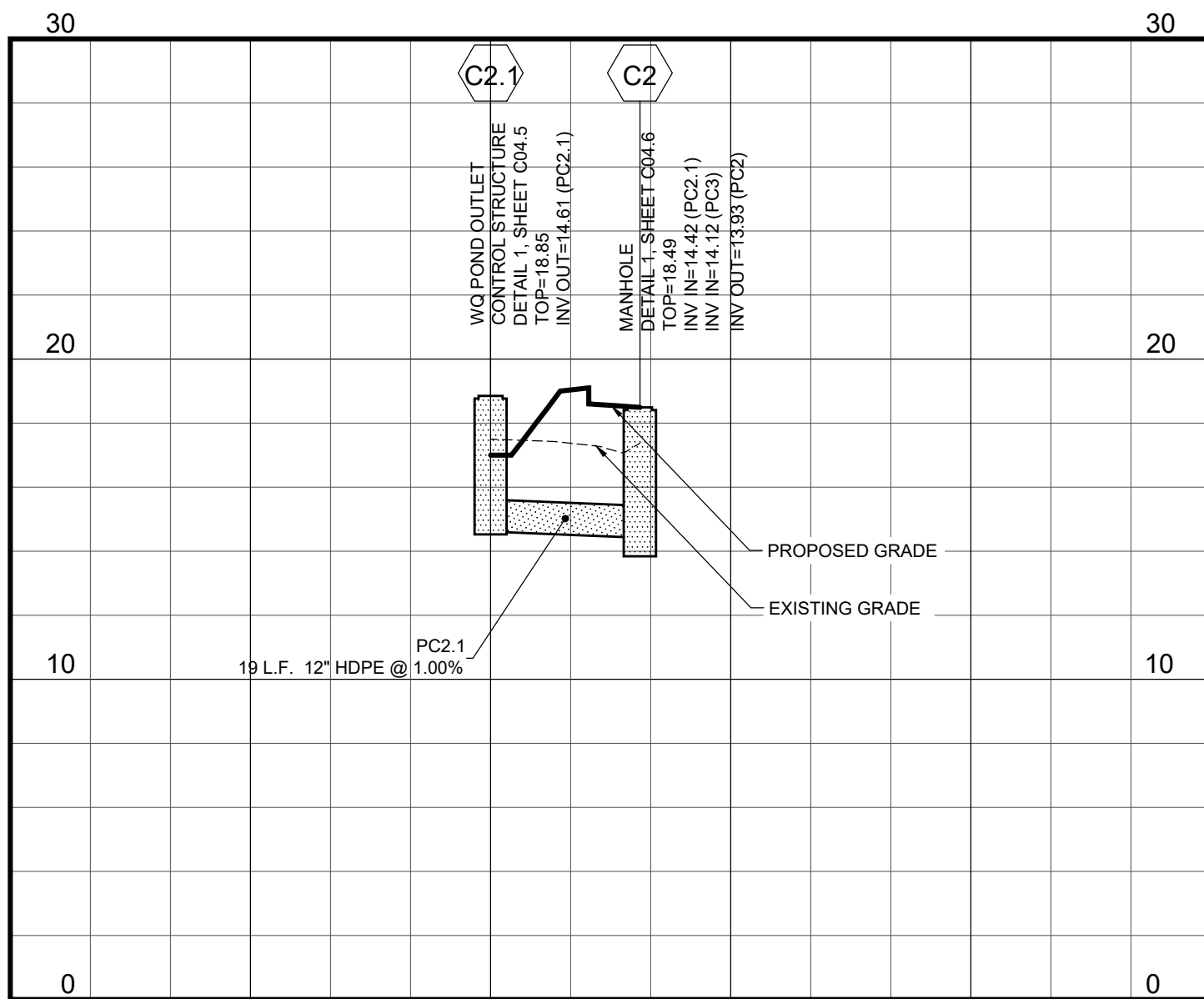
HORIZONTAL SCALE: 1"=20'
VERTICAL SCALE: 1"=5'

STORM PROFILE D1-D0



HORIZONTAL SCALE: 1"=20'
VERTICAL SCALE: 1"=5'

STORM PROFILE C2.1-C2



HORIZONTAL SCALE: 1"=20'
VERTICAL SCALE: 1"=5'

PROFILE NOTES

- CONTROLLED BACK FILL TO BE PLACED IN 6" LOOSE LIFT AND COMPACTED TO 100% ASTM D698 PRIOR TO STORM AND SANITARY SEWER CONSTRUCTION. BACK FILL SHALL BE PLACED TO A MINIMUM OF ±2' ABOVE THE CROWN ELEVATION OF THE PIPES.
- STORM DRAIN AND SANITARY SEWER LENGTHS ARE MEASURED FROM CENTER LINE OF STRUCTURE TO CENTERLINE OF STRUCTURE OR FACE OF HEADWALL.
- ALL PIPE LENGTHS SHOWN ARE ROUNDED TO THE NEAREST FOOT.
- ALL STORM DRAIN PIPING SHALL BE TRENCHED, BEDDED AND BACK FILLED ACCORDING WITH DETAIL 2 ON SHEET C04.1 UNLESS SPECIFICALLY NOTED OTHERWISE.
- ALL SANITARY SEWER PIPING SHALL BE TRENCHED, BEDDED AND BACK FILLED ACCORDING WITH DETAIL 2 ON SHEET C04.1 UNLESS SPECIFICALLY NOTED OTHERWISE.
- UNFORESEEN SUBSURFACE CONDITIONS SHALL BE BROUGHT TO THE OWNER'S AND ENGINEER'S ATTENTION IMMEDIATELY IMPLEMENTATION OF CORRECTIVE BEDDING MEASURES WITHOUT THE OWNER'S APPROVAL SHALL BE AT THE CONTRACTOR'S OWN RISK AND AT NO ADDITIONAL COMPENSATION.
- EXISTING GRADES SHOWN ARE APPROXIMATE AND DO NOT REFLECT TOP SOIL REMOVAL, CLEARING, AND GRUBBING OPERATIONS. THE CONTRACTOR SHALL ASCERTAIN FOR HIMSELF THE EXTENT OF DISTURBANCE FOR THESE ACTIVITIES.
- THE CONTRACTOR SHALL REFERENCE THE GEOTECHNICAL REPORT PREPARED FOR THE OWNER FOR SUBSURFACE CONDITIONS. THE GEOTECHNICAL REPORT IS NOT A PART OF THE CONTRACT DOCUMENTS.
- EXCAVATIONS FOR STRUCTURES SHALL BE TAKEN AS A TRENCHING EXCAVATION WITHOUT FURTHER COMPENSATION.
- SEE SHEET C01.1 FOR GENERAL NOTES.



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SHEET 18 OF 32

GRADING & DRAINAGE LEGEND

GRADING/DRAINAGE	LINETYPE/SYMBOL	REFERENCE
GRADE		SEE PLANS
SPOT ELEVATION		SEE PLANS
STORM DRAIN		SEE PLANS
HEADWALL (HW) / FLARED END SECTION (FES)		NOT APPLICABLE
DROP INLET (GRATE)		DETAIL 3, SHEET C04.5
DROP INLET (GRATE AND HOOD)		DETAIL 2, SHEET C04.5
JUNCTION BOX (JB) / OCS		DETAIL 1, SHEET C04.6
CATCH BASIN (SINGLE WING)		NOT APPLICABLE
CATCH BASIN (DOUBLE WING)		NOT APPLICABLE
OUTLET CONTROL STRUCTURE		DETAIL 1, SHEET C04.5
STORM STRUCTURE NUMBER		SEE PLANS

STORMWATER MAINTENANCE PLAN

THE PURPOSE OF THIS SECTION IS TO PRESENT A GENERAL MAINTENANCE PROGRAM FOR THE EMBANKMENT OF THESE FACILITIES TO MEET THE STATE OF FLORIDA REQUIREMENTS FOR DAM SAFETY. IT SHOULD BE NOTED THAT THE MAINTENANCE TASK PRESENTED HEREIN WILL NOT ELIMINATE THE POSSIBILITY THAT A STRUCTURAL OR SUBSURFACE DEFICIENCY MAY DEVELOP IN THE FUTURE. NOR WILL THEY ELIMINATE ALL POTENTIAL FOR DAM FAILURE. HOWEVER, THEY SIGNIFICANTLY REDUCE THE RISK OF FUTURE PROBLEMS AND MAKE IT POSSIBLE TO CATCH POTENTIAL PROBLEMS EARLY BEFORE THEY CAN DEVELOP INTO SERIOUS THREATS TO DAM SAFETY.

- I) EMBANKMENT:
- THE PURPOSE OF THE TASKS DESCRIBED BELOW IS TO MAINTAIN A THICK, HEALTHY GRASS COVER OVER THE EMBANKMENT WHICH IS FREE FROM BRUSH AND TREES. THIS TYPE OF COVER WILL ASSIST IN THE INSPECTION OF THE DAM.
 - THE EMBANKMENT SHOULD BE MOWED AT LEAST TWICE DURING GROWING SEASON WITH THE LAST CUTTING OCCURRING AT THE END OF THE GROWING SEASON. THE GRASS COVER SHOULD NOT BE CUT TO LESS THAN 4" IN HEIGHT.
 - THE EMBANKMENT SHOULD BE LIMED, FERTILIZED AND SEEDED AT LEAST ONCE EVERY TWO YEARS IN THE FALL AFTER THE GROWING SEASON. CONSULTING WITH THE LOCAL SOIL AND WATER CONSERVATION DISTRICT OFFICE IS RECOMMENDED TO DETERMINE THE PRECISE LIME AND FERTILIZER REQUIREMENTS.
 - ALL EROSION GULLIES AND PATHWAYS NOTED DURING THE GROWING SEASON SHOULD BE BACKFILLED WITH TOPSOIL, RESEEDED, AND PROTECTED UNTIL REVEGETATED.
 - ALL BEAR AREAS AND PATHWAYS ON THE EMBANKMENT SHOULD BE PROPERLY SEEDED AND PROTECTED IN ORDER TO ELIMINATE THE POTENTIAL FOR EROSION.
 - ALL ANIMAL BURROWS NOTED DURING MOWING OPERATIONS SHOULD BE BACKFILLED AND COMPACTED. MEASURES SHOULD BE TAKEN TO ELIMINATE THE ANIMALS FROM THE AREA.
 - ANY VINE COVER OR BRUSH SHOULD BE REMOVED FROM THE DAM EMBANKMENT, RISER STRUCTURE AND DOWNSTREAM CULVERT OUTLET AND OUTLET ITEMS (E.G. ENDWALLS, WINGWALLS, ETC.) AT LEAST TWICE PER YEAR. THIS WILL ALLOW FOR PROPER INSPECTION OF THE CONCRETE IN THE SPILLWAY.

- II) OUTLET CONTROL STRUCTURE (OCS):
- THE RISER SHOULD BE KEPT CLEAR OF DEBRIS WHICH COULD IMPEDE FLOW INTO THE STRUCTURE. CLEARING IN THE SPRING AND FALL OF EACH YEAR IS RECOMMENDED. IN ADDITION, THE STRUCTURE SHOULD BE INSPECTED AFTER SIGNIFICANT STORM EVENTS TO CHECK FOR POSSIBLE DAMAGE, AND TO REMOVE ANY SIGNIFICANT DEBRIS ACCUMULATION.
 - EACH YEAR THE CONCRETE IN THE OCS AND OUTLET CULVERT SHOULD BE CHECKED FOR CRACKS, SPALLING, AND BROKEN OR LOOSE SECTIONS. AT THIS TIME, ANY CRACKED OR SPALLED AREAS SHOULD BE CLEANED AND REFILLED WITH AN APPROPRIATE PATCHING CONCRETE. ANY BROKEN OR LOOSE SECTIONS SHOULD BE REMOVED ALONG WITH ANY LOOSE DEBRIS UNDERNEATH. REPLACEMENT CONCRETE SHOULD MATCH THE EXISTING CONTOURS OF THE CONCRETE AND FILL THE VOID UNDERNEATH. IF ANY EXTENSIVE SPALLING OR FRACTURE AREAS ARE NOTED THEY SHOULD BE INSPECTED BY A QUALIFIED STRUCTURAL ENGINEER PRIOR REPAIR.
 - EACH YEAR THE OCS AND OUTLET CULVERT SHOULD BE INSPECTED TO DETERMINE IF ANY WATER IS ENTERING THE SPILLWAY THROUGH ANY JOINTS OR CRACKS. IF ANY SIGNIFICANT LEAKAGE IS ENCOUNTERED, IT SHOULD BE INSPECTED BY A QUALIFIED PROFESSIONAL ENGINEER. IF RECOMMENDED BY THE ENGINEER, PRESSURE GROUTING THE CRACKS WITH AN APPROPRIATE HYDROACTIVE JOINT OR CRACK SEALER SHOULD BE PERFORMED.

- III) TOE DRAIN (IF APPLICABLE):
- THE TOE DRAIN (IF APPLICABLE) SHOULD BE CLEARED OF ANY DEBRIS OR BRUSH AT LEASE ONCE PER YEAR FOR FREE FLOW OF WATER.

- IV) PONDING AREA:
- THE ENTIRE PONDING AREA SHOULD BE INSPECTED ANNUALLY FOR EROSION OR SIGNIFICANT DEBRIS ACCUMULATION. CONSIDERATIONS SHOULD BE GIVEN TO STABILIZING SEVERELY ERODED AREAS WITH VEGETATIVE MEASURES OR OTHER FORMS OF SHORELINE REVETEMENT SUCH AS RIPRAP. SIGNIFICANT DEBRIS BUILD-UP SHOULD BE REMOVED FROM THE PONDING AREA.

INSPECTION SCHEDULES

- I) OWNER INSPECTION:
- THE OWNER (OR ITS DESIGNEE) SHOULD INSPECT THE DAM MONTHLY FOR THE FOLLOWING SPECIFIC ITEMS.
 - DEBRIS ON OR AROUND THE RISER STRUCTURE. ANY EXCESS DEBRIS SHOULD BE REMOVED IMMEDIATELY.
 - THE TOE OF THE DAM SHOULD BE INSPECTED (UNDER DRY CONDITIONS) TO CHECK FOR DEVELOPMENT OF WET AREAS. IF A WET AREA IS NOTED OR SEEPAGE IS VISIBLE, THE CONDITION SHOULD BE EVALUATED BY A QUALIFIED PROFESSIONAL.
 - THE TOE DRAIN (IF APPLICABLE) SHOULD BE INSPECTED TO ENSURE THAT THE FLOW IS CLEAR. IF THE FLOW BECOMES TUBID, THE OWNER'S ENGINEER SHOULD BE CONSULTED TO EVALUATE THE CONDITION.
 - THE DOWNSTREAM DAM FACE SHOULD BE EXAMINED TO DETERMINE IF ANY SLOUGHING HAS OCCURRED.

- II) OWNERS ANNUAL INSPECTION:
- AN ANNUAL INSPECTION SHOULD BE PERFORMED EACH SPRING FOLLOWING THE MOWING AND BRUSH REMOVAL OPERATIONS.

- III) TECHNICAL SAFETY INSPECTION:
- EVERY TWO YEARS A TECHNICAL SAFETY INSPECTION SHOULD BE CONDUCTED BY THE OWNER'S ENGINEER. THIS INSPECTION SHOULD EXAMINE ANY ITEMS OF CONCERN NOTED ON THE MONTHLY AND YEARLY MAINTENANCE INSPECTIONS. THIS INSPECTION SHOULD BE CONDUCTED DURING A PERIOD OF DRY GROUND CONDITIONS IN ORDER TO NOTE ANY SEEPAGE AREAS.

- IV) GENERAL SAFETY MEASURES:
- ONCE THE POND HAS BEEN COMPLETED, THE OWNER IS TO WALK THE PERIMETER OF THE FACILITY WITH LOCAL INSPECTOR AND ADD SAFETY MEASURES AS NECESSARY TO INSURE THE SAFETY OF THE GENERAL PUBLIC. THESE MEASURES MAY INCLUDE, BUT NOT LIMITED TO, FENCING AND SIGNS.

GRADING & DRAINAGE NOTES

- SEE LANDSCAPE PLAN FOR REQUIRED TREES AND GROUND COVER.
- SLOPE OF SURFACE GRADE SHALL BE A MINIMUM OF 1.00%
- MAXIMUM CUT OF FILL SLOPES IS 2H:1V.
- THE CONTRACTOR SHALL PROVIDE CLEAN, SUITABLE MATERIAL FOR REQUIRED FILL. SHOULD A SUFFICIENT QUANTITY OF SUITABLE MATERIAL NOT BE AVAILABLE FROM THE REQUIRED EXCAVATION ON THE SITE.
- ALL FILL SHOULD BE PLACED IN THIN, HORIZONTAL LOOSE LIFTS (MAXIMUM 6-INCH) AND COMPACTED TO AT LEAST 98 PERCENT OF THE STANDARD PROCTOR MAXIMUM DRY DENSITY (ASTM D 698). THE UPPER 8 INCHES OF SOIL BENEATH PAVEMENTS AND SLAB-ON-GRADE SHOULD BE COMPACTED TO AT LEAST 100 PERCENT. COMPACTION MUST BE CERTIFIED BY A GEORGIA REGISTERED PROFESSIONAL SOILS ENGINEER PRIOR TO THE INSTALLATION OF PAVEMENTS, CURBS, SIDEWALKS OR FOOTINGS OF ANY TYPE.
- DETENTION POND, DETENTION OUTLET STRUCTURES AND TEMPORARY SEDIMENT POND FEATURES ARE TO BE FULLY CONSTRUCTED AND OPERATIONAL PRIOR TO ANY OTHER CONSTRUCTION OR GRADING ON THE SITE AND MAINTAINED UNTIL PERMANENT GROUND COVER IS ESTABLISHED.
- LENGTH OF RIP-RAP PADS AT PIPE OUTLET STRUCTURES TO BE A MINIMUM LENGTH OF (6) SIX TIMES THE DIAMETER OF THE PIPE.
- JURISDICTIONAL LAND DISTURBANCE PERMIT MUST BE DISPLAYED ON SITE AT ALL TIMES DURING CONSTRUCTION AND IN PLAIN VIEW FROM A PUBLIC ROAD OR STREET.
- SEE SHEET C01.1 FOR GENERAL NOTES.

BUILDING AREA NOTES

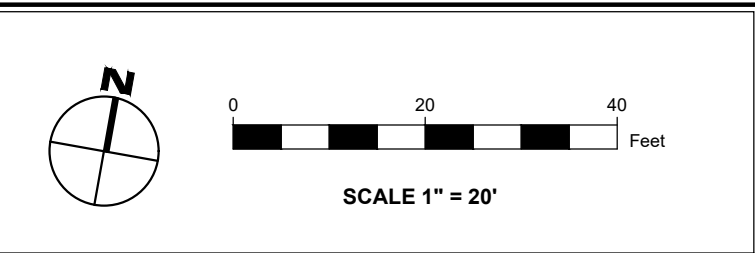
- MAINTAIN ACCESS FOR EMERGENCY VEHICLES AROUND AND TO ALL BUILDINGS UNDER CONSTRUCTION; I.E. IN TIMES OF RAIN OR MUD, ROADS SHALL BE PASSABLE TO EMERGENCY VEHICLES BY BEING PAVED OR HAVING A CRUSHED STONE BASE ETC... WITH A MINIMUM WIDTH OF 20 FEET. THE ACCESS TO BUILDINGS HAVING SPRINKLER OR STANDPIPE SYSTEMS SHALL BE TO WITHIN 40 FEET OF THE FIRE DEPARTMENT CONNECTION (NFPA 1141 3-1).
- CONTRACTOR TO PROVIDE POSITIVE DRAINAGE AWAY FROM BUILDING IN ALL AREAS AROUND BUILDINGS. INSTALL FRENCH DRAIN IN LANDSCAPED AREAS ADJACENT TO BUILDING AND CONNECT TO DRAINAGE SYSTEM.
- SEE SHEET C01.1 FOR GENERAL NOTES.

HYDROLOGY STATEMENT

THE SITE STORMWATER IS MANAGED THROUGH A SERIES OF ABOVEGROUND PONDS THAT CONNECT TO THE MAIN UNDERGROUND POND. THE ABOVEGROUND PONDS WERE DESIGNED TO HANDLE THE WATER QUALITY VOLUME FOR THE FIRST 1" OVER THE WHOLE SITE. THE REMAINING RUNOFF IS THEN CONVEYED THROUGH A SERIES OF UNDERGROUND PIPES UNTIL IT ENTERS THE MAIN UNDERGROUND POND, DESIGNED TO HOLD THE REQUIRED 25-YEAR DETENTION VOLUME FOR THE SITE.

STORM STRUCTURE TABLE				
STRUCTURE NAME	STRUCTURE TYPE	RIM ELEVATION	INVERT IN	INVERT OUT
A0	UNDERGROUND POND STUB	18.57	13.00 (PA1)	
A1	FDOT DROP INLET DETAIL 2, SHEET C04.5	17.90	13.77 (PA2)	13.27 (PA1)
A2	WQ POND OUTLET CONTROL STRUCTURE DETAIL 1, SHEET C04.5	17.90	14.37 (PA3)	14.17 (PA2)
A3	WQ POND OUTLET CONTROL STRUCTURE DETAIL 1, SHEET C04.5	17.90		15.02 (PA3)
C0	UNDERGROUND POND STUB	18.62	13.00 (PC1)	
C1	MANHOLE DETAIL 1, SHEET C04.6	18.23	13.37 (PC2) 13.37 (PC1.1)	13.27 (PC1)
C1.1	FDOT TYPE 9 INLET DETAIL 2, SHEET C04.5	17.59		13.68 (PC1.1)
C2	MANHOLE DETAIL 1, SHEET C04.6	18.49	14.42 (PC2.1) 14.12 (PC3)	13.93 (PC2)
C2.1	WQ POND OUTLET CONTROL STRUCTURE DETAIL 1, SHEET C04.5	18.85		14.61 (PC2.1)
C3	FDOT TYPE 9 INLET DETAIL 2, SHEET C04.5	17.90		14.46 (PC3)
D0	UNDERGROUND POND STUB	18.80	13.00 (PD1)	
D1	WQ POND OUTLET CONTROL STRUCTURE DETAIL 1, SHEET C04.5	17.80		13.27 (PD1)

STORM PIPE TABLE				
NAME	SIZE	LENGTH	SLOPE	MATERIAL
PA1	18"	27'	1.00%	HDPE
PA2	12"	40'	1.00%	HDPE
PA3	12"	65'	1.00%	HDPE
PC1	18"	27'	1.00%	HDPE
PC1.1	15"	31'	1.00%	RCP
PC2	18"	56'	1.00%	HDPE
PC2.1	12"	19'	1.00%	HDPE
PC3	18"	33'	1.00%	HDPE
PD1	12"	27'	1.00%	HDPE
R1	8"	50'	0.50%	PVC
R2	8"	19'	0.50%	PVC
R3	8"	5'	0.50%	PVC
R4	8"	22'	0.50%	PVC
R5	8"	5'	0.50%	PVC



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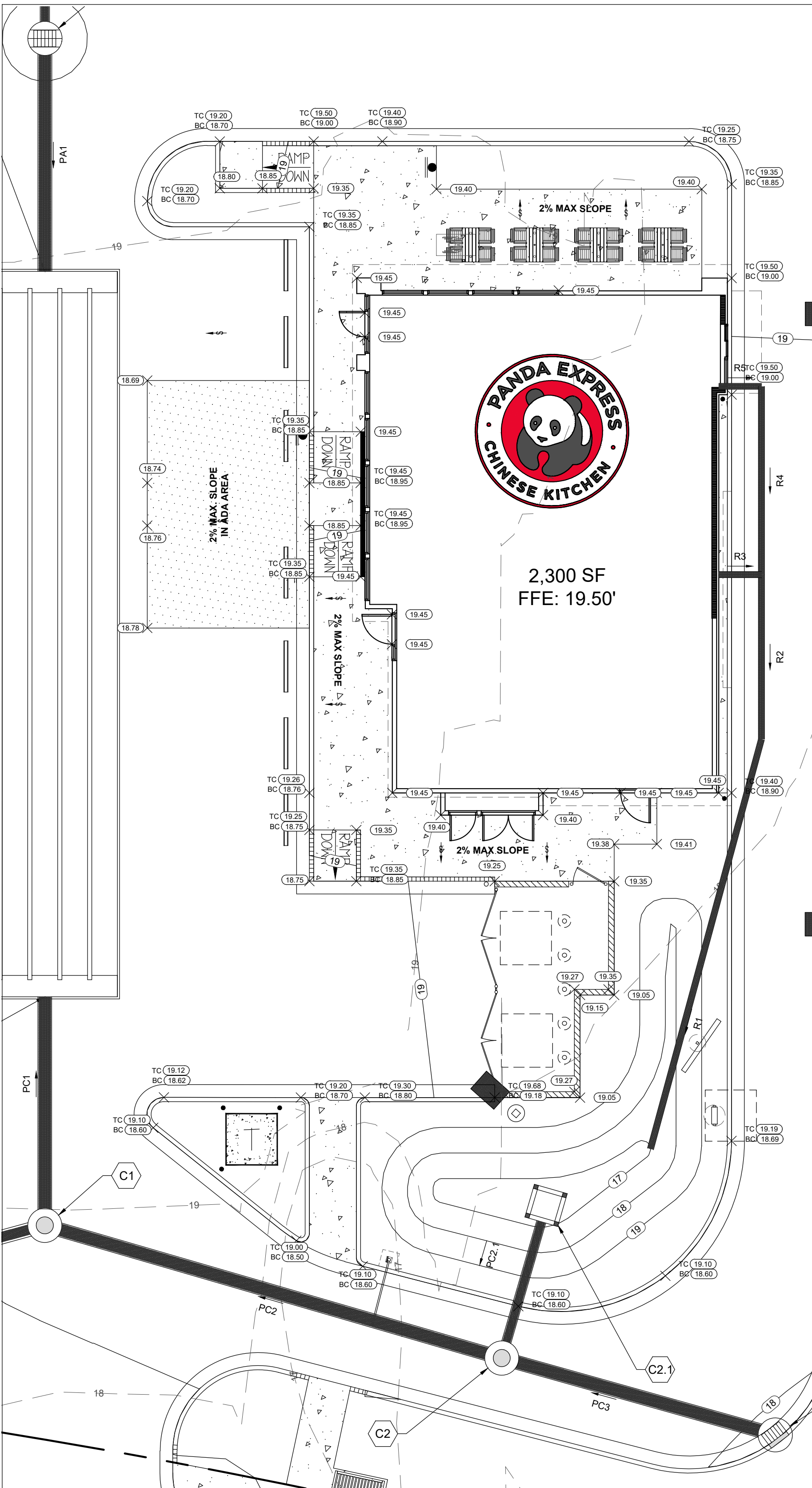
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GRADING &
DRAINAGE PLAN
C05.0
SHEET 19 OF 32

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GRADING & DRAINAGE LEGEND

GRADING/DRAINAGE	LINETYPE/SYMBOL	REFERENCE
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DROP INLET (GRATE)		DETAIL 3, SHEET C04.5
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CATCH BASIN (SINGLE WING)		NOT APPLICABLE
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STORM STRUCTURE NUMBER		SEE PLANS

GRADING & DRAINAGE NOTES

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- SEE SHEET C01.1 FOR GENERAL NOTES.

BUILDING AREA NOTES

- MAINTAIN ACCESS FOR EMERGENCY VEHICLES AROUND AND TO ALL BUILDINGS UNDER CONSTRUCTION; i.e. IN TIMES OF RAIN OR MUD, ROADS SHALL BE PASSABLE TO EMERGENCY VEHICLES BY BEING PAVED OR HAVING A CRUSHED STONE BASE ETC. WITH A MINIMUM WIDTH OF 20 FEET. THE ACCESS TO BUILDINGS HAVING SPRINKLER OR STANDPIPE SYSTEMS SHALL BE TO WITHIN 40 FEET OF THE FIRE DEPARTMENT CONNECTION (NFPA 1141 3-1).
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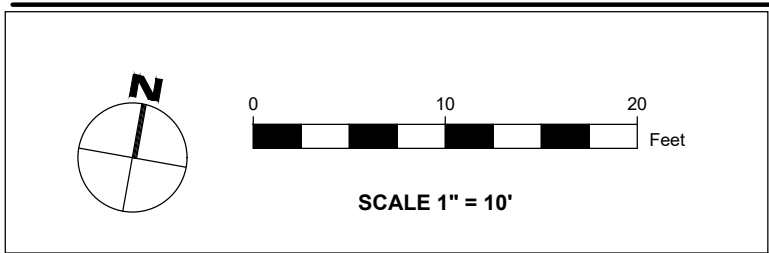
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BUILDING AREA
GRADING DETAIL
C05.1
SHEET 20 OF 32

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ALWAYS INCLUDE WHAT DD# IS



EROSION CONTROL LEGEND

ESPC BMP	LINETYPE/SYMBOL	REFERENCE
CE CONSTRUCTION EXIT		SHEET C06.3
SF SEDIMENT FENCE		SHEET C06.3
P INLET PROTECTION		SHEET C06.4
TS TEMPORARY SEEDING		SHEET C06.4
PS PERMANENT SEEDING		SHEET C06.5
TPF TREE PROTECTION FENCE		SHEET C06.6
LIMITS OF CONSTRUCTION		SEE PLANS

SEE LANDSCAPE/TREE PROTECTION PLANS FOR
LEGEND SPECIFIC TO THOSE SHEETS

CONTRACTOR'S FIRST
ORDER OF BUSINESS

CONSTRUCTION VEHICLE PARKING MITIGATION PLAN:
A CONSTRUCTION VEHICLE PARKING MITIGATION PLAN MUST BE SUBMITTED TO THE CITY FOR REVIEW AND APPROVAL. SAID CONSTRUCTION VEHICLE PARKING MITIGATION PLAN MUST INDICATE THE LOCATION ON THE PROPERTY WHERE ALL MOTORIZED CONSTRUCTION VEHICLES WILL BE PARKED AT THE END OF THE WORK DAY. ALL MOTORIZED CONSTRUCTION VEHICLES SHALL BE LOCATED AS FAR AWAY FROM ADJOINING RESIDENTIAL DWELLINGS AS POSSIBLE.

DUST CONTROL PLAN:
PRIOR TO THE COMMENCEMENT OF CONSTRUCTION FOR ALL NONRESIDENTIAL OR MULTIFAMILY DEVELOPMENT SITES, THE CONTRACTOR SHALL PROVIDE TO THE CITY FOR REVIEW AND APPROVAL A WRITTEN DUST CONTROL PLAN.
A DUST CONTROL PLAN REQUIREMENTS. THE DUST CONTROL PLAN SHALL INCLUDE, BUT NOT BE LIMITED TO, A DESCRIPTION OF THE CONTROL PROCESSES THAT THE CONTRACTOR WILL IMPLEMENT IN ORDER TO ADDRESS THE FOLLOWING:
1. HOW GRADING OPERATIONS WILL BE HANDLED/SUSPENDED WHEN WINDS EXCEED 30 MILES PER HOUR.
2. HOW WATER WILL BE APPLIED TO ALL SURFACES PRIOR TO, AND IF NECESSARY DURING, EXCAVATION.
3. HOW WATER OR A COVERING WILL BE APPLIED TO ALL PARTICULATE MATERIALS CONTAINED IN OPEN-BODIED TRUCKS, TRAILERS OR OTHER VEHICLES TRANSPORTING PARTICULATE MATTER PRIOR TO OPERATION OF THE VEHICLE, IN ORDER TO PREVENT AS MUCH DUST AS POSSIBLE FROM BECOMING AIRBORNE DURING TRANSPORTATION.
4. HOW WATER OR A COVERING WILL BE APPLIED TO ALL STOCKPILES OF PARTICULATE MATERIAL TO PREVENT AS MUCH DUST AS POSSIBLE DUST FROM BECOMING AIRBORNE DURING HIGH WIND CONDITIONS.
5. HOW TRANSFER PROCESSES INVOLVING FREE FALL OF SOIL OR OTHER PARTICULATE MATTER WILL BE PERFORMED IN ORDER TO MINIMIZE FREE FALL DISTANCE AND THUS REDUCE DUST EMISSIONS.
6. HOW AND WHEN WATER WILL BE APPLIED TO UNPAVED SURFACES, INCLUDING ADJACENT RIGHTS-OF-WAY, OR ANY OTHER SURFACE THAT CAN CREATE AIRBORNE DUST IN ORDER ADEQUATELY TO CONTROL DUST EMISSIONS.
7. HOW AND WHEN GROUND COVER ON THE DEVELOPMENT SITE WILL BE REESTABLISHED PRIOR TO FINAL OCCUPANCY.
8. THE DESIGNATED ROUTES WITHIN THE JOB SITE THAT WILL BE USED BY VEHICLES TRANSPORTING SOIL OR OTHER MATERIALS TO AND FROM THE SITE.
9. HOW SOIL, SAND, DIRT AND ANY OTHER PARTICULATE MATTER WILL BE REMOVED FROM VEHICLE TIRES AND UNDERCARRIAGES PRIOR TO LEAVING THE DEVELOPMENT SITE, IN ORDER TO PREVENT THE TRACKING OUT OF SAID SOIL, SAND, DIRT, ETC., ONTO THE ADJACENT RIGHTS-OF-WAY.
10. THE MAXIMUM SPEED LIMIT ON UNPAVED ROADS THROUGH THE CONSTRUCTION SITE AND HOW AND WHERE SPEED LIMIT SIGNS WILL BE POSTED ALONG THE HAUL ROAD ROUTES SO THAT THEY ARE VISIBLE TO VEHICLES ENTERING AND LEAVING THE DEVELOPMENT SITE.
11. HOW AND WHEN SOIL, SAND AND OTHER PARTICULATE MATERIAL DEPOSITED OR EMITTED ONTO ANY RIGHT-OF-WAY NEAR THE DEVELOPMENT SITE WILL BE REMOVED.
12. HOW DUST CONTROL SYSTEMS AND/OR DEVICES, INCLUDING BUT NOT LIMITED TO WATER APPLICATION SYSTEMS, FILTER REPLACEMENT, OR DAILY REMOVAL OF EXCESS DUST FROM CONTAINMENT AREAS, WILL BE MAINTAINED.
13. HOW AND WHEN OPACITY MONITORING WILL BE PERFORMED BY A PROPERLY TRAINED AND CERTIFIED INDIVIDUAL IN ORDER TO MAKE SURE THAT DUST EMISSIONS DO NOT EXCEED 30 PERCENT OVER A SIX-MINUTE PERIOD, AND HOW REMEDIAL ACTIONS TO ADDRESS EXCESS OPACITY WILL BE IMMEDIATELY MANAGED AND DOCUMENTED.
B. DUST CONTROL PLAN COMPLIANCE. IN ADDITION TO PROVIDING THE DUST CONTROL PLAN, THE CONTRACTOR SHALL PROVIDE TO THE CITY A COPY OF THE DAILY DUST CONTROL CHECKLIST ON WHICH THE CONTRACTOR WILL DOCUMENT THE COMPLIANCE OF THE MITIGATION ACTIVITIES DETAILED IN THE DUST CONTROL PLAN.
C. DOCUMENTATION AVAILABILITY. THE CONTRACTOR SHALL MAKE THE DUST CONTROL PLAN AND THE DAILY DUST CONTROL CHECKLIST AVAILABLE AT THE JOB SITE FOR PERIODIC REVIEW, INSPECTION AND COPYING BY THE CITY'S REPRESENTATIVES.

VIBRATION IMPACT MITIGATION PLAN:
PRIOR TO THE COMMENCEMENT OF CONSTRUCTION FOR ALL NONRESIDENTIAL OR MULTIFAMILY RESIDENTIAL DEVELOPMENT SITES, THE CONTRACTOR SHALL PROVIDE TO THE CITY FOR REVIEW AND APPROVAL A WRITTEN VIBRATION IMPACT MITIGATION PLAN.
A VIBRATION IMPACT MITIGATION REQUIREMENTS. THE VIBRATION IMPACT MITIGATION PLAN SHALL INCLUDE, BUT NOT BE LIMITED TO, A DESCRIPTION OF THE CONTROL PROCESSES THAT THE CONTRACTOR WILL IMPLEMENT IN ORDER TO ADDRESS THE FOLLOWING:
1. HOW TO ENSURE THAT ANY ACTIVITY INCLUDED BUT NOT LIMITED TO PILE DRIVING, EARTHWORK COMPACTION, CONCRETE AND ASPHALT BREAKING WILL NOT TRANSMIT VIBRATIONS TO SENSITIVE RECEPTOR STRUCTURES AT OR ABOVE THE FEDERAL TRANSIT ADMINISTRATION (FTA) APPROXIMATE VIBRATION DAMAGE THRESHOLD OF 95 VIBRATION DECIBELS (VDB).
2. HOW TO MINIMIZE THE IMPACT ON SURROUNDING AREAS FOR ANY ACTIVITY EXCEEDING THE APPROXIMATE FTA VIBRATION ANNOYANCE THRESHOLD OF 80 VDB.

ESPC NOTES

GENERAL:
1. EROSION CONTROL MEASURES SHALL BE MAINTAINED AT ALL TIMES. IF FULL IMPLEMENTATION OF THE APPROVED PLAN DOES NOT PROVIDE FOR EFFECTIVE EROSION CONTROL, ADDITIONAL EROSION CONTROL MEASURES AND PRACTICES SHALL BE IMPLEMENTED TO CONTROL OR TREAT THE SEDIMENT SOURCE AT THE EXPENSE OF THE CONTRACTOR.
2. THE ESCAPE OF SEDIMENT FROM THE SITE SHALL BE PREVENTED BY THE INSTALLATION OF EROSION AND SEDIMENT CONTROL MEASURES AND PRACTICES PRIOR TO LAND DISTURBING ACTIVITIES.
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4. ANY DISTURBED AREA LEFT EXPOSED FOR A PERIOD GREATER THAN 14 DAYS SHALL BE STABILIZED WITH MULCH OR TEMPORARY SEEDING.
5. ANY AMENDMENT TO THE EROSION CONTROL PLANS WHICH HAVE A SIGNIFICANT EFFECT ON BMPs WITH A HYDRAULIC COMPONENT MUST BE CERTIFIED BY THE DESIGN PROFESSIONAL.
6. THE PERMITEE IS ONLY RESPONSIBLE FOR THE FOR THE INSTALLATION AND MAINTENANCE OF STORM WATER MANAGEMENT DEVICES PRIOR TO STABILIZATION OF THE SITE AND NOT THE OPERATION AND MAINTENANCE OF SUCH STRUCTURES AFTER CONSTRUCTION ACTIVITIES HAVE BEEN COMPLETED.
7. EROSION CONTROL AND TREE PROTECTION MEASURES SHALL BE INSTALLED PRIOR TO ANY OTHER CONSTRUCTION ACTIVITY AND MAINTAINED UNTIL PERMANENT GROUND COVER IS ESTABLISHED.
8. SEE GRADING & DRAINAGE NOTES.

SLOPES AND DISTURBED AREA STABILIZATION
1. CONCENTRATED AREAS AND ALL SLOPES 2H:1V OR STEEPER SHALL BE STABILIZED WITH THE APPROPRIATE EROSION CONTROL MATTING OR BLANKET.
2. ALL CUT AND FILL SLOPES SHALL BE SURFACE ROUGHENED AND VEGETATED WITHIN (7) DAYS OF THEIR CONSTRUCTION.
3. ALL DISTURBED AREAS SHALL BE GRASSED AS SOON AS CONSTRUCTION PHASES PERMIT. NO EXPOSED GRADE WILL BE LEFT UNSTABLE FOR MORE THAN 7 DAYS.
4. PERMANENT GRASSING AND LANDSCAPING OF DISTURBED AREAS SHALL BE COMPLETED AS QUICKLY AS POSSIBLE. TEMPORARY STABILIZATION BY MULCHING AND/OR TEMPORARY SEEDING WILL BE REQUIRED IN THE EVENT OF PROJECT DELAYS.
5. WIRE MESH REINFORCED SEDIMENT BARRIERS SHALL BE PLACED AT THE TOE OF ALL FILL SLOPES.

DRAINAGE
1. ALL DRAINAGE STRUCTURES SHALL BE EROSION PROOFED.
2. LENGTH OF RIP-RAP PADS AT PIPE OUTLETS SHALL BE A MINIMUM LENGTH OF (6) SIX TIMES THE DIAMETER OF THE PIPE IN FEET.
3. A 25' UNDISTURBED VEGETATIVE STREAM BUFFER ADJACENT TO ALL RUNNING STREAMS AND CREEKS WILL BE LEFT UNDISTURBED AND MAINTAINED THROUGH ALL PHASES OF CONSTRUCTION. REFER TO PLANS FOR EXACT LOCATIONS.

TREE PROTECTION
1. ALL BUFFERS AND TREE SAVE AREAS SHALL BE CLEARLY IDENTIFIED WITH FLAGGING AND/OR FENCING PRIOR TO COMMENCEMENT OF ANY LAND DISTURBANCE.
2. ALL TREE PROTECTION DEVICES SHALL BE INSTALLED PRIOR TO START OF LAND DISTURBANCE AND MAINTAINED UNTIL FINAL LANDSCAPING IS INSTALLED.
3. NO PARKING, STORAGE, OR OTHER CONSTRUCTION SITE ACTIVITIES ARE TO OCCUR WITHIN TREE PROTECTION AREAS.

MAINTENANCE AND INSPECTIONS
1. SEDIMENT AND EROSION CONTROL MEASURES AND PRACTICES SHALL BE INSPECTED DAILY.
2. SEDIMENT STORAGE MAINTENANCE INDICATORS MUST BE INSTALLED IN SEDIMENT STORAGE STRUCTURES, INDICATING THE 1/3 FULL VOLUME.
3. SEDIMENT CONTROL DEVICES MUST BE INSPECTED DAILY AND CHECKED AFTER EACH STORM EVENT AND CLEANED OR REPLACED WHEN THEY REACH 1/3 OF DESIGN CAPACITY.
4. ALL TREE PROTECTION FENCING TO BE INSPECTED DAILY AND REPLACED OR REPAIRED AS NECESSARY.
5. MAINTENANCE OF ALL SOIL AND SEDIMENTATION CONTROL MEASURES AND PRACTICES, WHETHER TEMPORARY OR PERMANENT, SHALL BE AT ALL TIMES THE RESPONSIBILITY OF THE CONTRACTOR.

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THIS PHASE: 0.75 AC.



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PANDA PROJECT #: D8086

PANDA STORE #:

CIVIL PROJECT #: 200061



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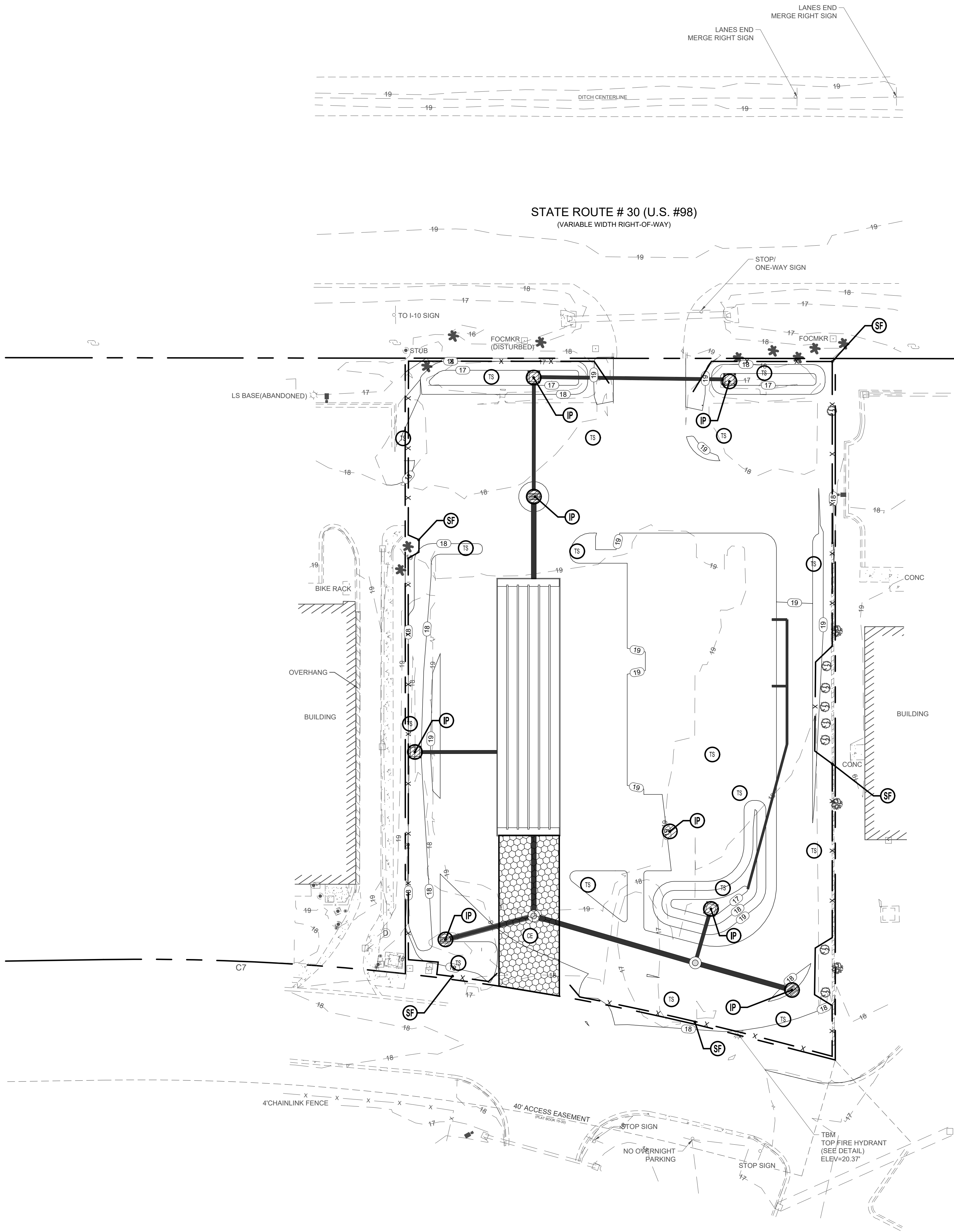
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C06.0
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EROSION CONTROL LEGEND

ESPC BMP	LINETYPE/SYMBOL	REFERENCE
CE CONSTRUCTION EXIT		SHEET C06.3
SF SEDIMENT FENCE		SHEET C06.3
IP INLET PROTECTION		SHEET C06.4
TS TEMPORARY SEEDING		SHEET C06.4
PS PERMANENT SEEDING		SHEET C06.5
TPF TREE PROTECTION FENCE		SHEET C06.6
LIMITS OF CONSTRUCTION		SEE PLANS

SEE LANDSCAPE/TREE PROTECTION PLANS FOR
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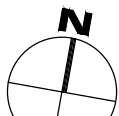
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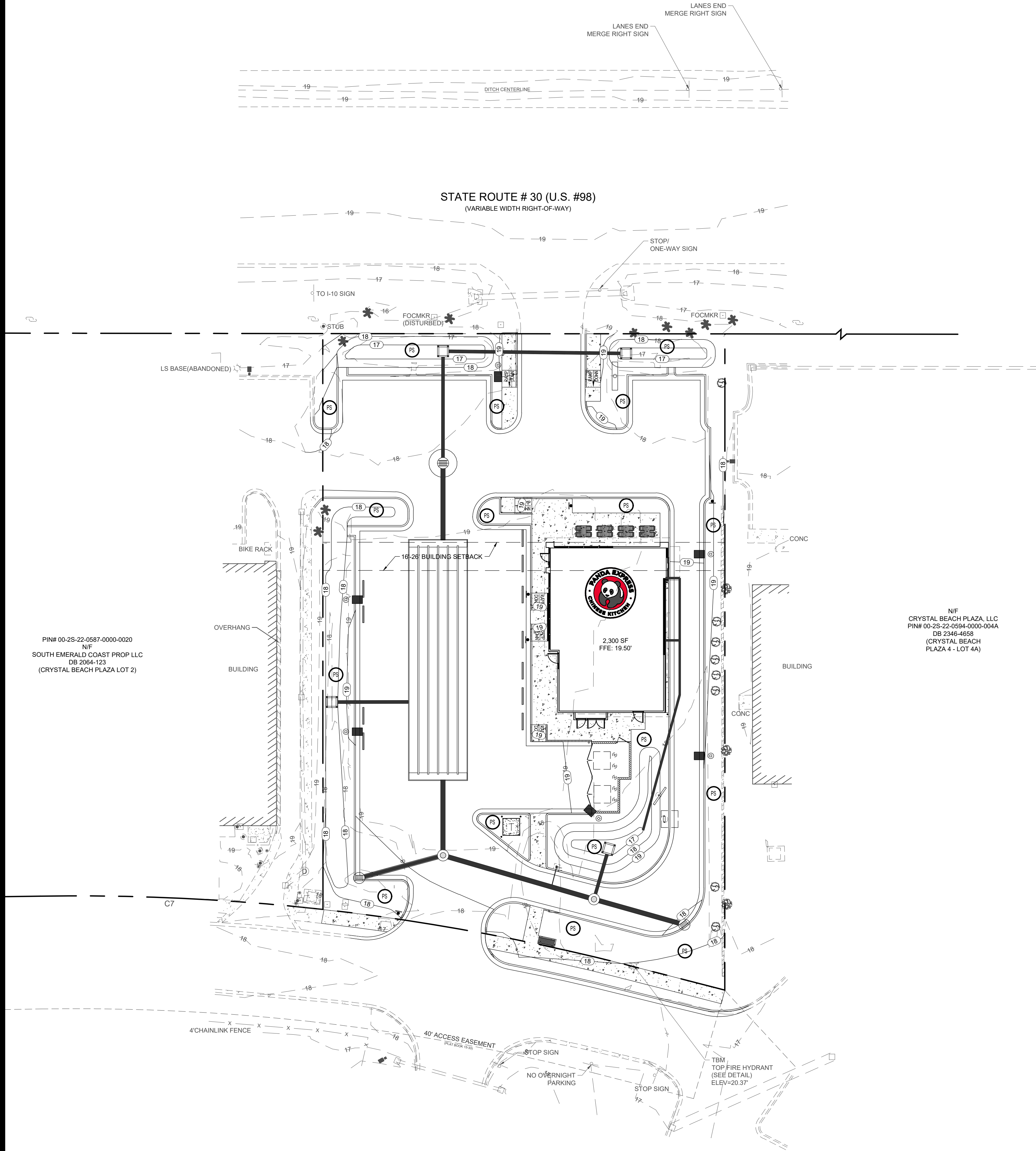
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SHEET 22 OF 32

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ALWAYS INCLUDE WHAT DD# IS



EROSION CONTROL LEGEND

ESPC BMP	LINETYPE/SYMBOL	REFERENCE
CE CONSTRUCTION EXIT		SHEET C06.3
SF SEDIMENT FENCE		SHEET C06.3
P INLET PROTECTION		SHEET C06.4
TS TEMPORARY SEEDING		SHEET C06.4
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LIMITS OF CONSTRUCTION		SEE PLANS

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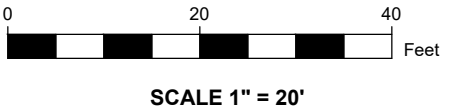
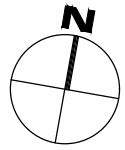
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ESPC PLAN
FINAL PHASE
C06.2
SHEET 23 OF 32

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ALWAYS INCLUDE WHAT DD# IS

4.06 SILT FENCE
(ES BMP 1.06)

Definition

A temporary sediment barrier consisting of a filter fabric stretched across and attached to supporting posts and entrenched. There are two types. The silt fence is a temporary linear filter barrier constructed of synthetic filter fabric, posts, and, depending upon the strength of the fabric used, wire fence for support. The filter barrier is constructed of stakes and burlap or synthetic filter fabric.

Purposes

- To intercept and detain small amounts of sediment from disturbed areas during construction operations.
- To decrease the velocity of sheet flows and low-to-moderate level channel flows.

Conditions When Practice Applies

- Below disturbed areas where erosion would occur in the form of sheet and rill erosion.
- Where the size of the drainage area is no more than 1/4 acre per 100 feet (1.3 ha /100 m) of silt fence length; the maximum slope length behind the barrier is 100 feet (30 m); and the maximum gradient behind the barrier is 50 percent (2:1).
- In minor swales or ditch lines where the maximum contributing drainage area is no greater than 2 acres (0.8 ha).
- Under no circumstances should silt fences be constructed in live streams or in swales or ditch lines where flows are likely to exceed one cubic foot per second (cfs)/0.03 m³ / sec.). See Design Criteria for further clarification.

Planning Considerations

Silt fences can trap a much higher percentage of suspended sediments than can straw bales and may be preferable to straw barriers in many cases. While the failure rate of silt fences is lower than that of straw barriers, this failure rate is still due mainly to improper installation. The most effective application is to install two parallel silt fences spaced a minimum of three feet apart. The installation and maintenance methods outlined here can improve performance.

Filter barriers are inexpensive structures composed of burlap or standard weight synthetic filter fabric stapled to wooden stakes. Flow rates through burlap filter barriers are slightly slower and filtering efficiency is significantly higher than for straw bale barriers.

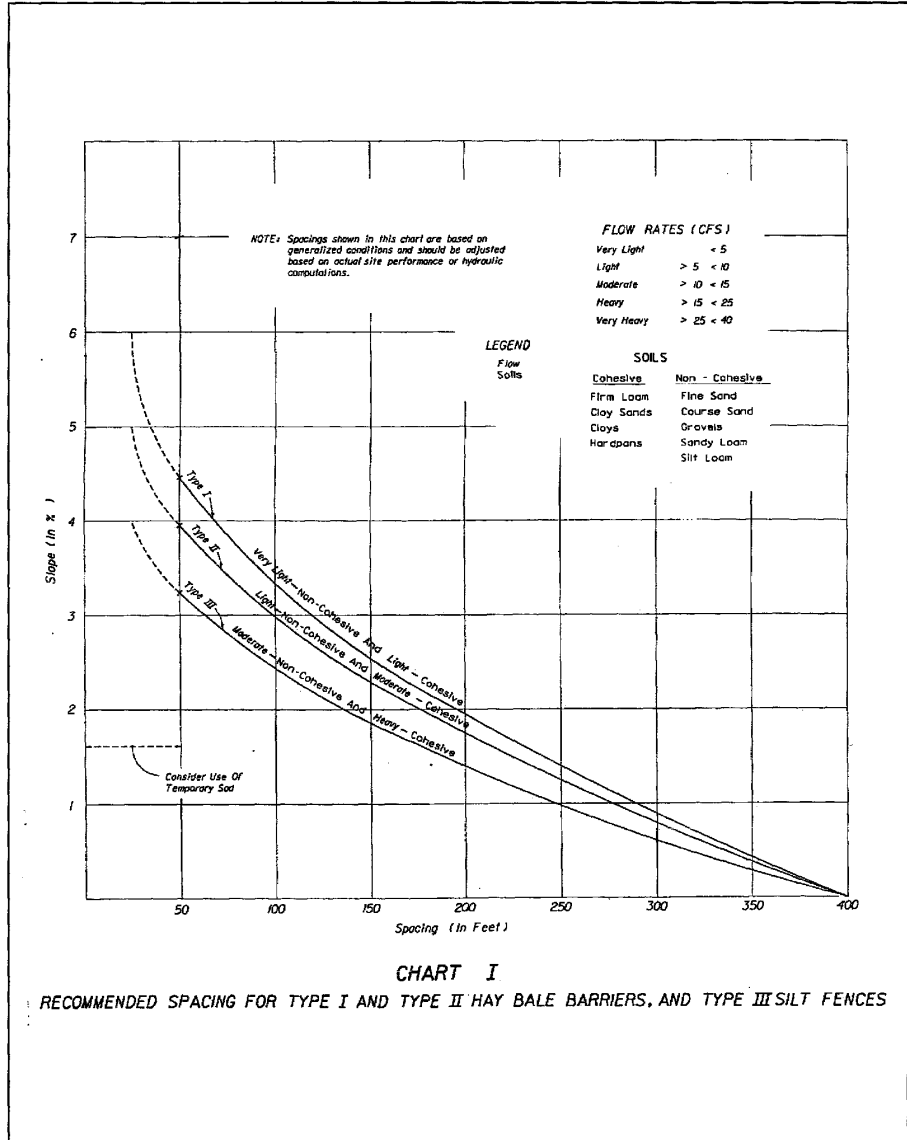


Plate 4.06a FDOT Standard Index 102, Chart 1
Source: FDOT Roadway and Traffic Design Standards

Silt fences composed of a wire support fence and an attached synthetic filter fabric slow the flow rate significantly but have a higher filtering efficiency than burlap. Both woven and non-woven synthetic fabrics are commercially available. The woven fabrics generally display higher strength than the non-woven fabrics. When tested under acid and alkaline water conditions, most of the woven fabrics increase in strength. There are a variety of reactions among the non-woven fabrics. The same is true of testing under extensive ultraviolet radiation. Permeability rates vary regardless of fabric type. While all of the fabrics demonstrate very high filtering efficiencies for sandy sediments, there is considerable variation among both woven and non-woven fabrics when filtering the finer silt and clay particles.

Design Criteria

- No formal design is required for many small projects and for minor and incidental applications. For channel flow applications refer to FDOT Standard Index 102, Chart 1 (Plate 4.06a) for guidance on recommended spacing.
- Filter barriers shall have an expected usable life of 3 months. They are applicable in ditch lines, around drop inlets, and at temporary locations where continuous construction changes the earth contour and runoff characteristics and where low or moderate flows (not exceeding 1 cfs) (0.03 m³ / sec.) are expected.
- Silt fences, because they have much lower permeability than burlap filter barriers, have their applicability limited to situations in which only sheet or overland flows are expected. They normally cannot filter the volumes of water generated by channel flows, and many fabrics do not have sufficient structural strength to support the weight of water ponded behind the fence line. Their expected usable life is 6 months.

Construction Specifications

Materials

- Synthetic filter fabric shall be a pervious sheet of propylene, nylon, polyester, or polyethylene yarn. Synthetic filter fabric shall contain ultraviolet ray inhibitors and stabilizers to provide a minimum of 6 months of expected usable construction life at a temperature range of 0° F to 120° F (-17C to 49C).
- Burlap shall be 10 ounces per square yard (340 g/m²) fabric.
- Posts for silt fences shall be either 4 inch (10 cm) diameter wood, or 1.33 pounds per linear foot (2 kg/m) steel with a minimum length of 5 feet (1.5 m). Steel posts shall have projections for fastening wire to them.
- Stakes for filter barriers shall be 1" x 2" (2.5 x 5 cm) wood (preferred), or equivalent metal with a minimum length of 3 feet (90 cm).

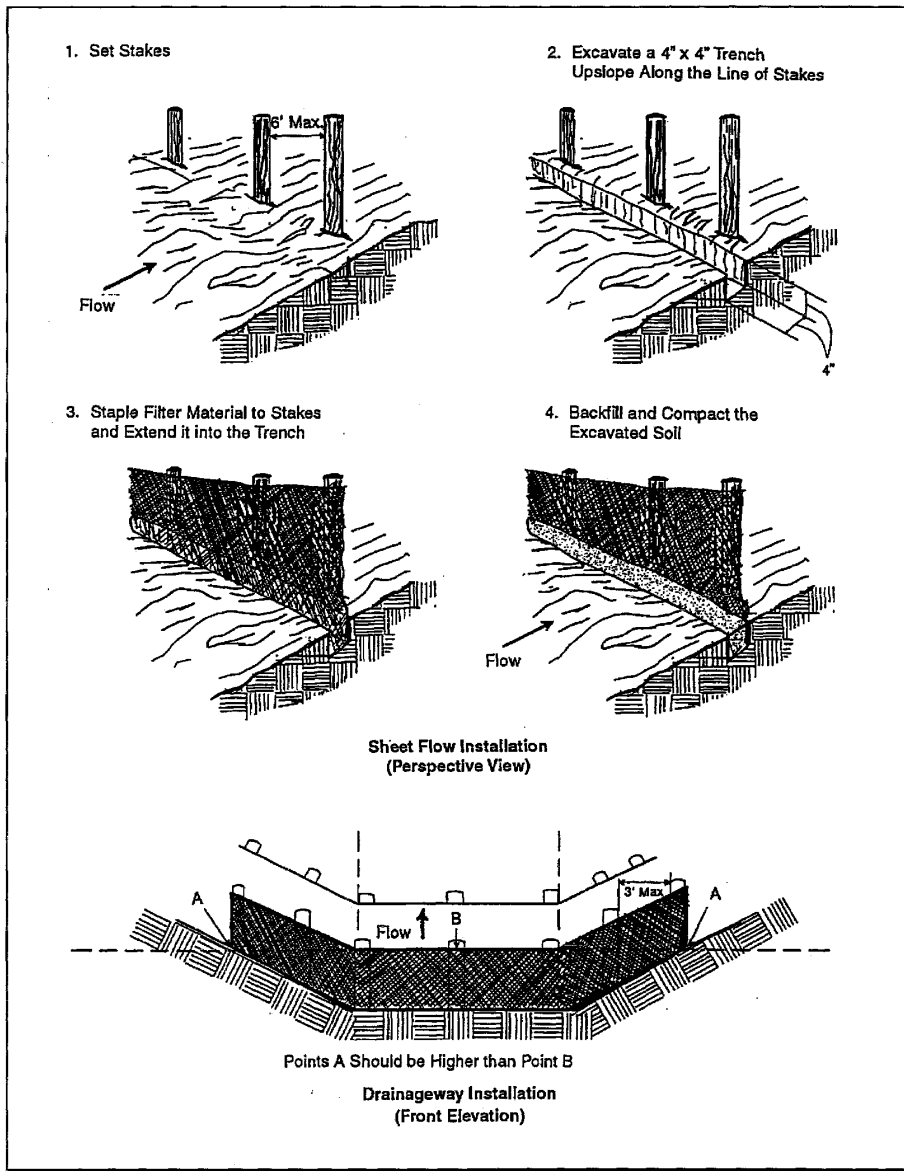


Plate 4.06b Construction of a Filter Barrier
Source: NRCS

- Wire fence reinforcement for silt fences using standard strength filter cloth shall be a minimum of 36 inches (90 cm) in height, a minimum of 14 gauge and shall have a maximum mesh spacing of 6 inches (15 cm).

Sheet Flow Applications: Filter Barrier

This sediment barrier may be constructed using burlap or standard strength synthetic filter fabric. It is designed for low or moderate flows not exceeding 1 cfs (0.03 m³ / sec.). (See Plate 4.06b)

- The height of a filter barrier shall be a minimum of 15 inches (38 cm) and shall not exceed 18 inches (45 cm).
- Burlap or standard strength synthetic filter fabric shall be purchased in a continuous roll and cut to the length of the barrier to avoid the use of joints (and thus improve the strength and efficiency of the barrier).
- The stakes shall be spaced a maximum of 3 feet (90 cm) apart at the barrier location and driven securely into the ground a minimum of 8 inches (20 cm).
- A trench shall be excavated approximately 4 inches (10 cm) wide and 4 inches (10 cm) deep along the line of stakes and upslope from the barrier.
- The filter material shall be stapled to the wooden stakes, and 8 inches (20 cm) of the fabric shall be extended into the trench. Heavy duty wire staples at least 1/2 inch (13 mm) long, hog rings, or tie wire shall be used. Filter material shall not be stapled to existing trees.
- The trench shall be backfilled and the soil compacted over the filter material.
- Filter barriers shall be removed when they have served their useful purpose, but not before the upslope area has been permanently stabilized.

Sheet Flow Application: Silt Fence

This sediment barrier uses standard strength or extra strength synthetic filter fabrics. It is designed for situations in which only sheet or overland flows are expected. (See Plate 4.06c)

- The height of a silt fence shall not exceed 36 inches (90 cm). Higher fences may impound volumes of water sufficient to cause failure of the structure.
- The filter fabric shall be purchased in a continuous roll cut to the length of the barrier to avoid the use of joints. When joints are necessary, filter cloth shall be spliced as described in item No. 8 below.

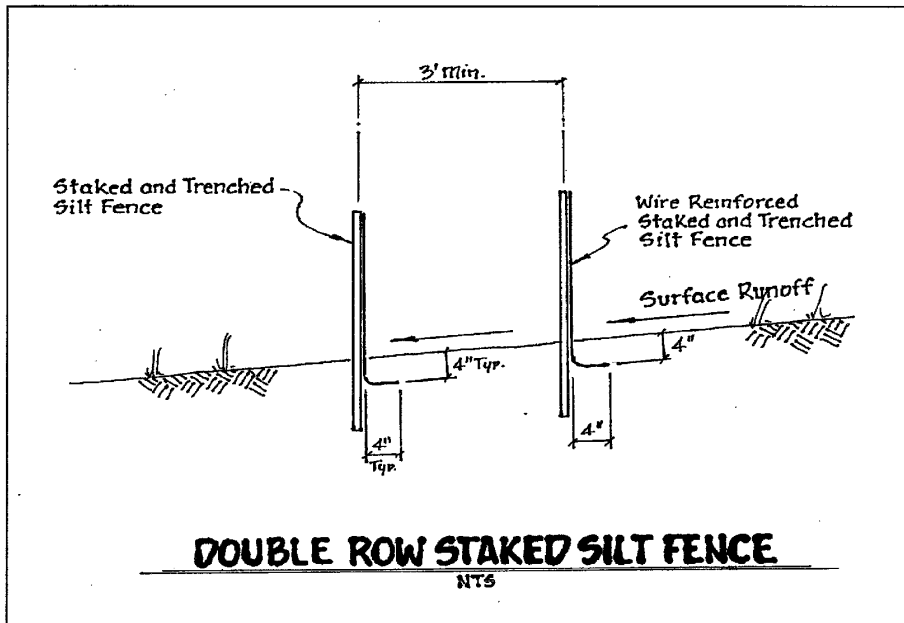


Plate 4.06c Double Row Staked Silt Fence
Source: Ready Creek Improvement District

- Posts shall be spaced a maximum of 10 feet (3 m) apart at the barrier location and driven securely into the ground a minimum of 12 inches (30 cm). When extra strength fabric is used without the wire support fence, post spacing shall not exceed 6 feet (1.8 m).
- A trench shall be excavated approximately 4 inches (10 cm) wide and 4 inches (10 cm) deep along the line of posts and upslope from the barrier.
- When standard strength filter fabric is used, a wire mesh support fence shall be fastened securely to the upslope side of the posts using heavy duty wire staples at least 1 inch (25 mm) long, tie wires, or hog rings. The wire shall extend into the trench a minimum of 2 inches (5 cm) and shall not extend more than 36 inches (90 cm) above the original ground surface.
- The standard strength filter fabric shall be stapled or wired to the fence, and 8 inches (20 cm) of the fabric shall be extended into the trench. The fabric shall not extend more than 36 inches (90 cm) above the original ground surface.

- When extra strength filter fabric and closer post spacing are used, the wire mesh support fence may be eliminated. In such a case, the filter fabric is stapled or wired directly to the posts with all other provisions of item No. 6 applying.
- When attaching two silt fences together, place the end post of the second fence inside the end post of the first fence. Rotate both posts at least 180 degrees on a clockwise direction to create a tight seal with the filter fabric. Drive both posts into the ground and bury the flap. (See Plate 4.06g)
- The trench shall be backfilled and the soil compacted over the filter fabric.
- The most effective application consists of a double row of silt fences spaced a minimum of three feet apart. The three foot separation is so that if the first row collapses it will not fall on the second row. Wire or synthetic mesh is may be used to reinforce the first row. (See Plate 4.06c)
- When used to control sediments from a steep slope, silt fences should be placed away from the toe of the slope for increased holding capacity. (See Plate 4.06f)
- Silt fences shall be removed when they have served their useful purpose, but not before the upslope area has been permanently stabilized.

Channel Flow Applications

- If a filter barrier is to be constructed across a ditch line or swale, the barrier shall of sufficient length such that the bottom of the end sections of fence are higher in elevation than the top of the center section to eliminate end flow. The plan configuration shall resemble an arc or horseshoe with the ends oriented upslope. (See Plate 4.06b).
- Use FDOT Standard Index 102, Chart 1 (Plate 4.06a) as a guide for spacing.
- The remaining steps for installing a filter barrier for sheet flow applications apply here.

Maintenance

- Silt fences and filter barriers shall be inspected immediately after each rainfall and at least daily during prolonged rainfall. Any required repairs shall be made immediately.
- Should the fabric on a silt fence or filter barrier decompose or become ineffective before the end of the expected usable life and the barrier still be necessary, the fabric shall be replaced promptly.
- Sediment deposits should be removed after each storm event. They must be removed when deposits reach approximately one-half the height of the barrier.

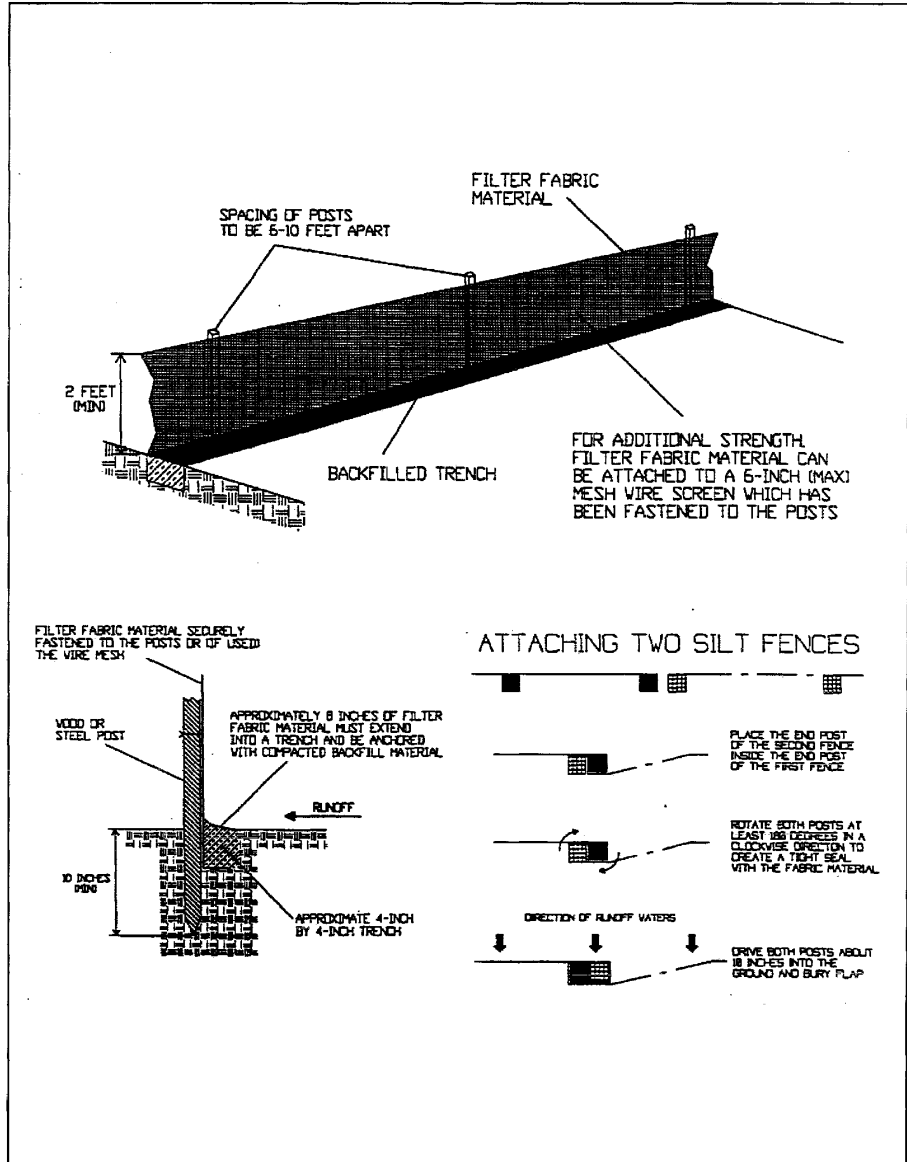


Plate 4.06d Installing a Filter Fabric Silt Fence
Source: HydroDynamics, Inc.

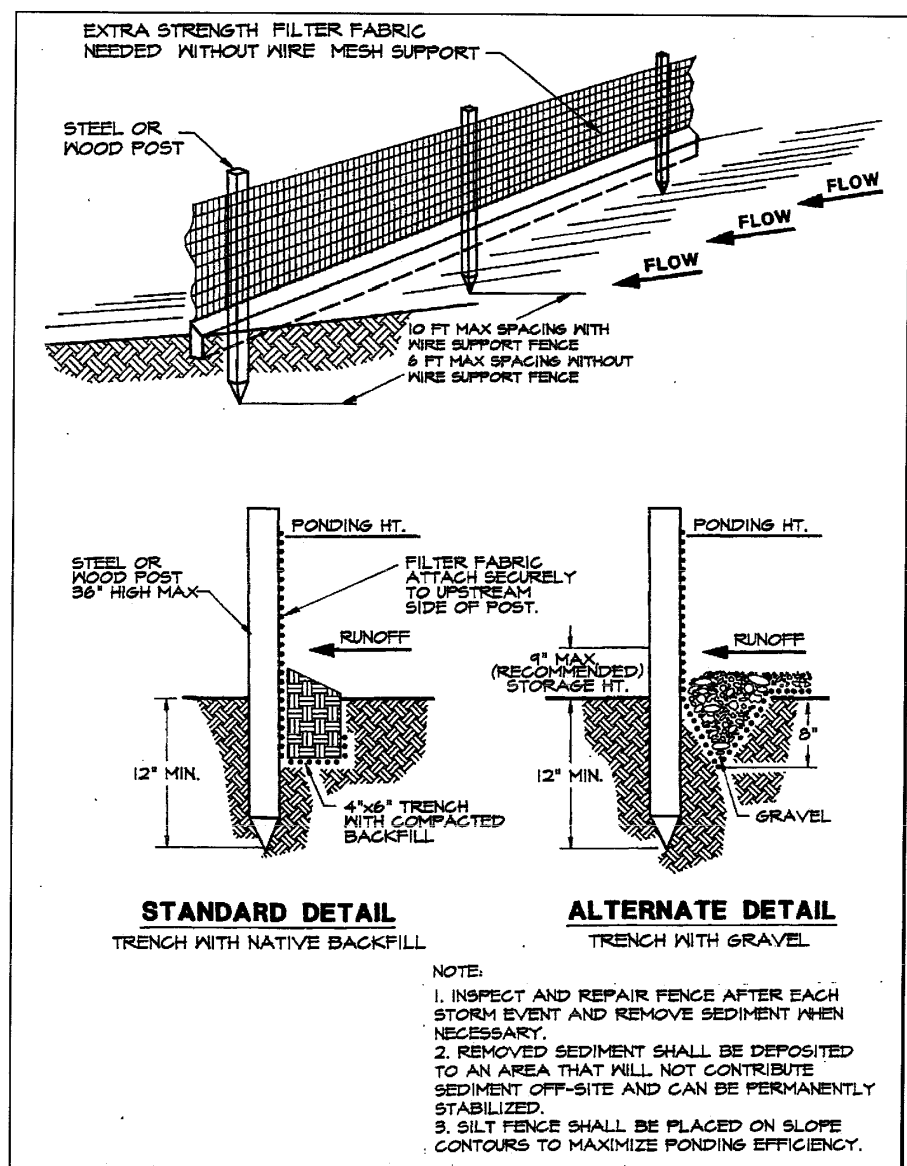


Plate 4.06e Silt Fence
Source: Erosion Draw

- Any sediment deposits remaining in place after the silt fence or filter barrier is no longer required shall be dressed to conform with the existing grade, prepared, and seeded.

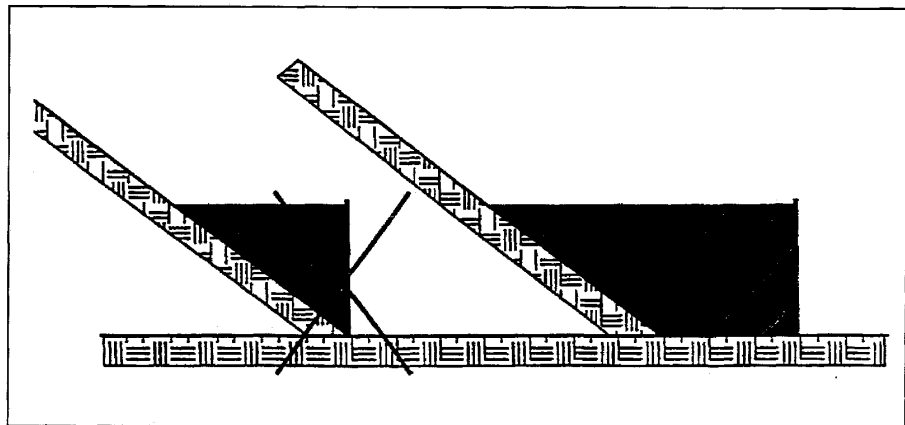


Plate 4.06f Proper Placement of a Silt Fence at the Toe of a Slope
Source: HydroDynamics, Inc.

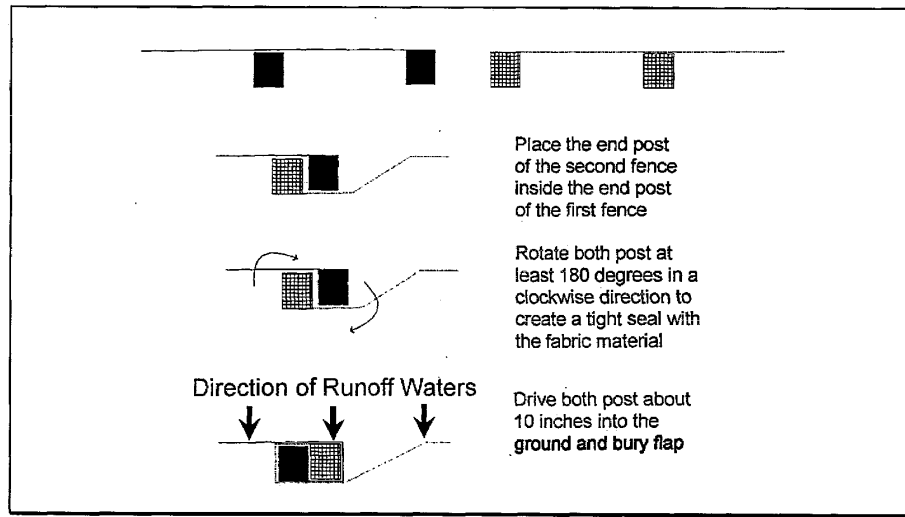


Plate 4.06g Attaching Two Silt Fences
Source: HydroDynamics, Inc.

4.03 TEMPORARY GRAVEL CONSTRUCTION ENTRANCE & EXIT
(ES BMP 1.01)

Definition

A stone stabilized pad located at points of vehicular ingress and egress on a construction site.

Purpose

To stabilize entrances to the construction site and reduce the amount of sediment transported onto public roads by motor vehicles or runoff.

Conditions Where Practice Applies

Wherever traffic will be leaving a construction site and moving directly onto a public road or other paved area.

Planning Considerations

Construction entrances provide an area where mud can be removed from construction vehicle tires before they enter a public road. If the action of the vehicle traveling over the gravel pad is not sufficient to remove most of the mud, then the tires must be washed before the vehicle enters a public road. If washing is used, provisions must be made to intercept the wash water and trap the sediment before it is carried off-site. Construction entrances should be used in conjunction with the stabilization of construction roads to reduce the amount of mud picked up by construction vehicles.

Design Criteria

Aggregate Size

FDOT No. 1 Coarse Aggregate (1.5 - 3.5 inch stone)(4 - 9 cm) should be used. Wood chips may be used for single family residential construction, provided that they can be prevented from floating away in a storm.

Entrance Dimensions

The aggregate layer must be at least 6 inches (15 cm) thick. It must extend the full width of the vehicular ingress and egress area. The length of the entrances must be at least 50 feet (20 m). The entrance must widen at its connection to the roadway in order to accommodate the turning radius of large trucks. (See Plate 4.03a)

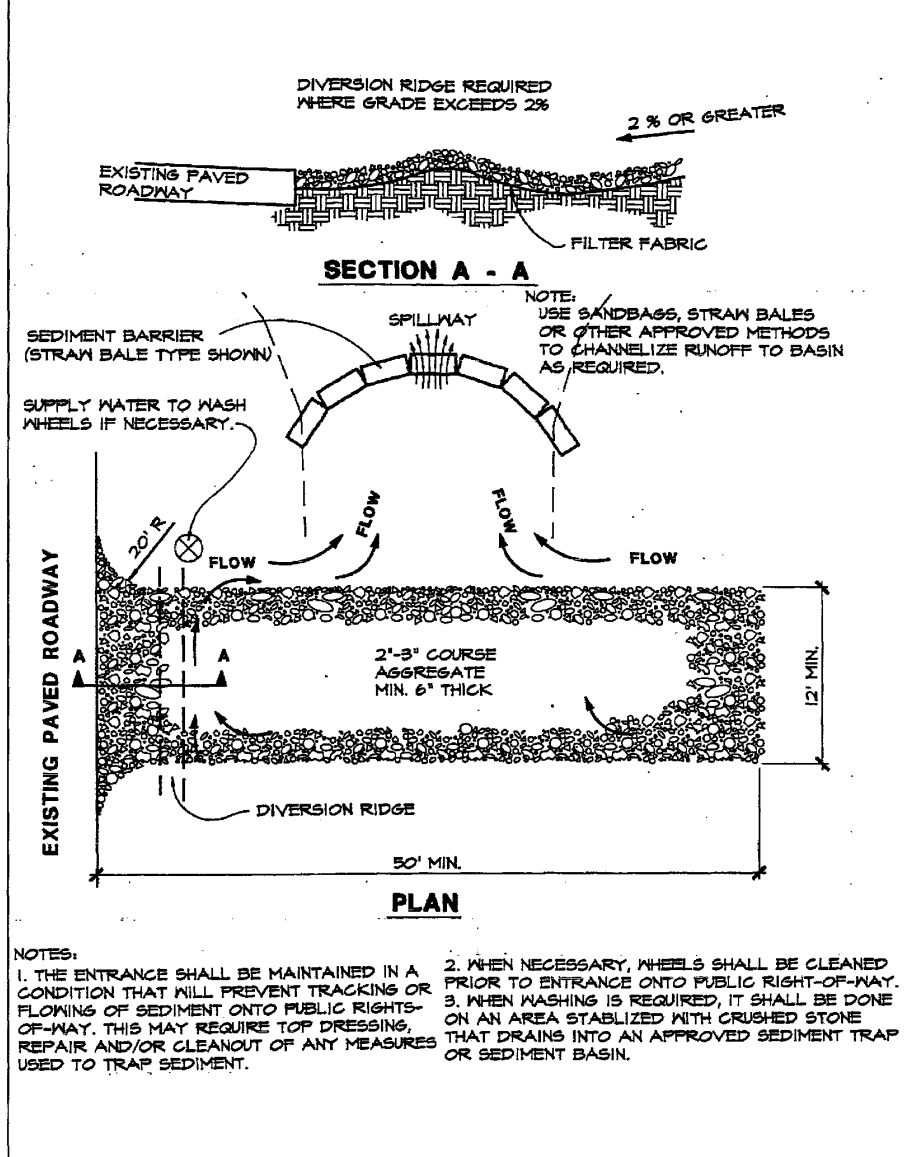


Plate 4.03a Temporary Gravel Construction Entrance
Source: Erosion Draw

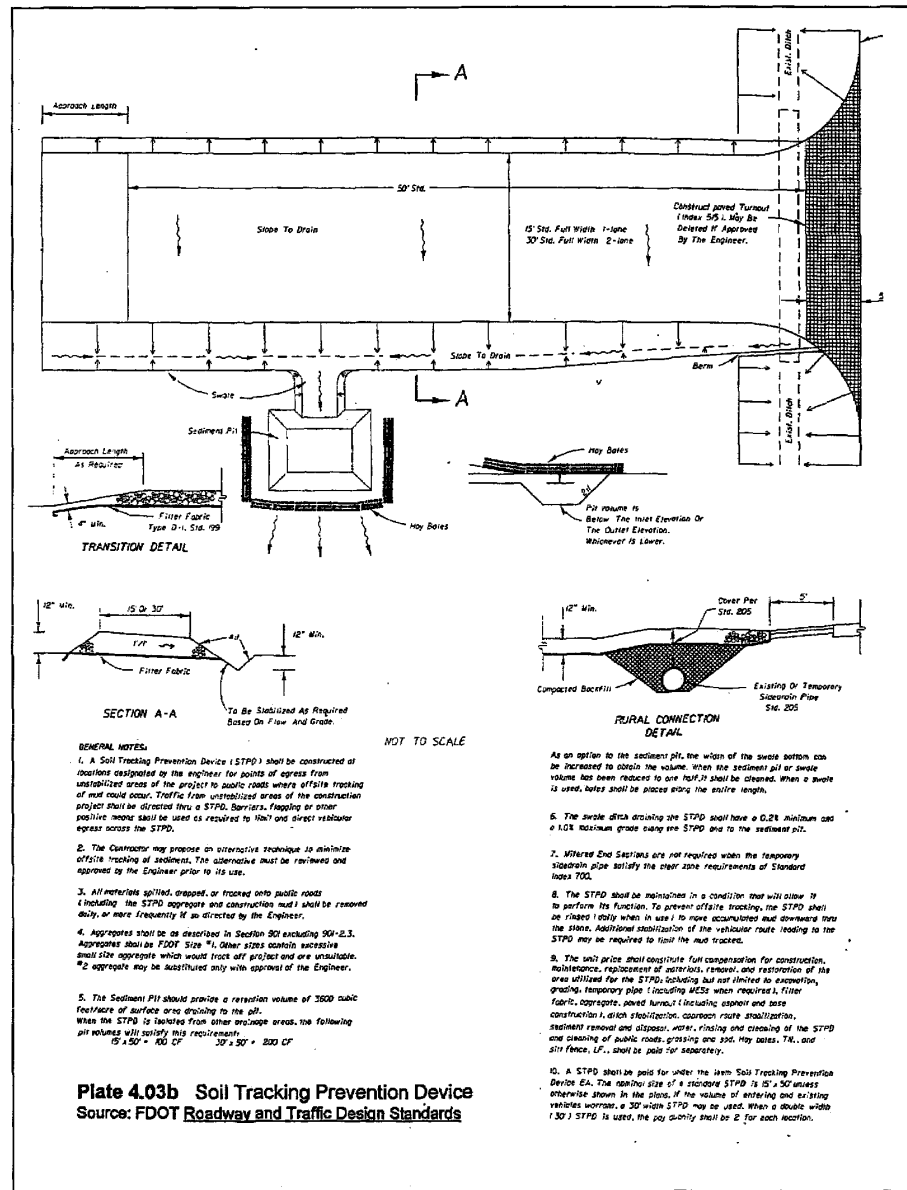


Plate 4.03b Soil Tracking Prevention Device
Source: FDOT Roadway and Traffic Design Standards
Washing

If conditions on the site are such that most of the mud is not removed by the vehicles traveling over the gravel, then the tires of the vehicles must be washed before entering a public road. Wash water must be carried away from the entrance to a settling area to remove sediment (See Plate 4.03c). A wash rack may also be used to make washing more convenient and effective. (See Plate 4.03c).

Location

The entrance should be located to provide for maximum utility by all construction vehicles.

Construction Specifications

The area of the entrance should be cleared of all vegetation, roots, and other objectionable material. A geotextile should be laid down to improve stability and simplify maintenance. The gravel shall then be placed over the geotextile to the specified dimensions.

Any drainage facilities required because of washing should be constructed according to approved specifications. If wash racks are used, they should be installed according to manufacturer's specifications.

Maintenance

The entrance shall be maintained in a condition which will prevent tracking or flow of mud onto public rights-of-way. This may require periodic top dressing with 2-inch (5 cm) stone, as conditions demand, and repair and/or clean out of any structures used to trap sediments. All materials spilled, dropped, washed, or tracked from vehicles onto roadways or into storm drains must be removed immediately. Look for signs of trucks and trailer equipment "cutting corners" where the gravel meets the roadway. Sweep the paved road daily for sediments and stones.

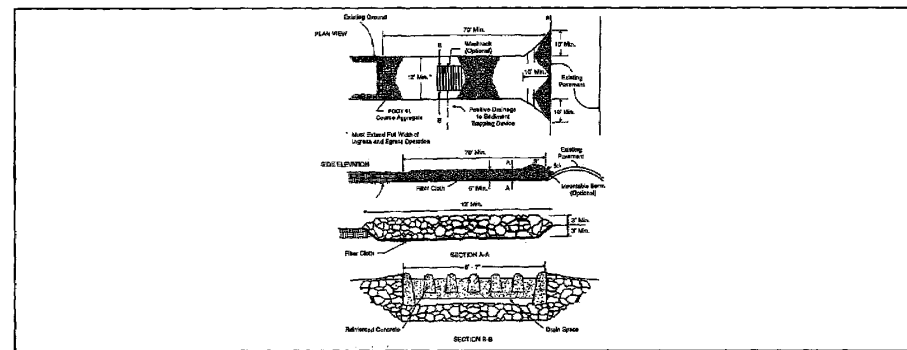


Plate 4.03c Construction Entrance with Wash Rack
Source: 1983 Maryland Standards for Soil Erosion and Sediment Control

CONSTRUCTION EXIT

NTS



PANDA EXPRESS, INC.

1683 WALNUT GROVE AVE.
ROSEMead, CALIFORNIA 91770

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90% SET	04-23-2021
100% SET	07-09-2021

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PANDA PROJECT #: D8086

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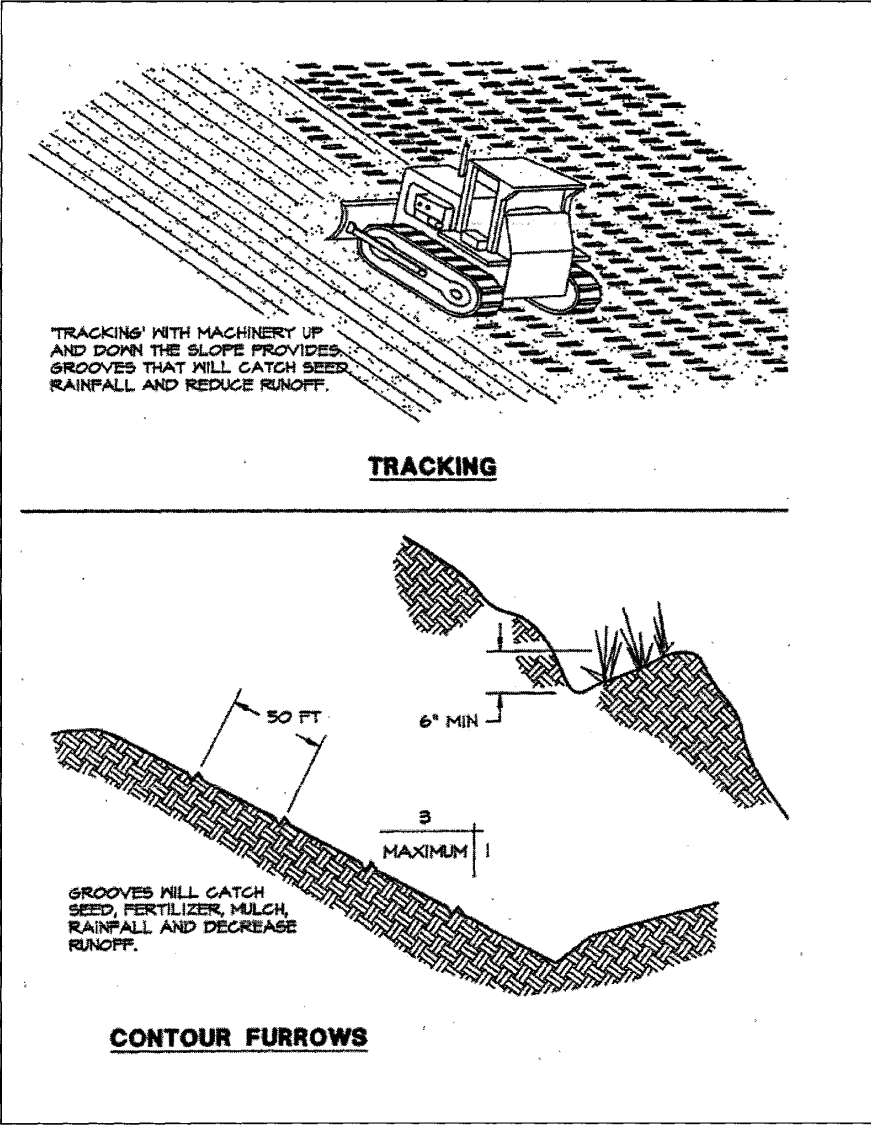


Plate 6.60d Roughening with Tracked Machinery
Source: Erosion Draw

6.65 TEMPORARY SEEDING (ES BMP 1.65)

Definition

The establishment of a temporary vegetative cover on disturbed areas by seeding with appropriate rapidly growing annual plants.

Purposes

- To reduce erosion and sedimentation by stabilizing disturbed areas that will not be brought to final grade for a 30days or more.
- To reduce problems associated with mud and dust production from bare soil surfaces during construction.

Conditions Where Practice Applies

Where exposed soil surfaces are not to be fine graded for periods from 30 days or more. Such areas include denuded areas, soil stockpiles, dikes, dams, sides of sediment basins, temporary roadbanks, etc.

Specifications

Prior to seeding, install necessary erosion control practices such as dikes, waterways, and basins.

Plant Selection

Select plants appropriate to the season, region, and site conditions. Consult with your local Agricultural Extension agent, county, FDEP, WMD, or FDOT office, or Table 1.65a of The Florida Development Manual.

Seedbed Preparation

To control erosion on bare soil surfaces, plants must be able to germinate and grow. Seedbed preparation is essential. A soil test should be taken to determine liming and fertilization requirements. In the absence of a soil test the following guidelines should be followed:

- Liming:** Where soils are known to be highly acid (pH 6.0 and lower), lime should be applied at the rate of two tons of pulverized agricultural limestone per acre.
- Fertilizer:** Shall be applied as 450 lbs./acre of 10-20-20 (10 lbs./ 1,000 sq. ft.)(504 kg/ha) or equivalent. Lime and fertilizer shall be incorporated into the top 2 to 4 inches (5 to 10 cm) of the soil.
- Surface Roughening:** If the area has been recently loosened or disturbed, no

further roughening is required. When the area is compacted, crusted, or hardened, the soil surface shall be loosened by disking, raking, harrowing, or other acceptable means. See SURFACE ROUGHENING - Section 6.60 (ES BMP 1.60).

- Tracking:** Tracking with bulldozer cleats is most effective on sandy soils. This practice often causes undue compaction of the soil surface, especially in clayey soils, and does not aid plant growth as effectively as other methods of surface roughening.

Seeding

Seed shall be evenly applied with a cyclone seeder, drill, cultipacker seeder or hydroseeder. Small grains shall be planted no more than one inch deep. Grasses and legumes shall be planted no more than 1/4 inch (6 mm) deep.

Mulching

- Mulching should usually be used to reduce damage from water runoff or wind erosion, and to improve moisture conditions for seedlings. Mulching without seeding should be considered for very short term protection. The use of mulch is a judgment decision based on time of seeding and conditions of individual sites. When used, mulch shall be applied according to MULCHING - Section 6.75 (ES BMP 1.75).

- Seedlings made on slopes in excess of 3:1, or on adverse soil conditions, or during excessively hot or dry weather, shall be mulched according to MULCHING - Section 6.75 (ES BMP 1.75).

- Seedlings made during optimum spring and summer seeding dates, with favorable soil and site conditions, may not require mulch.

Re-seeding

Areas which fail to establish vegetative cover adequate to prevent rill erosion will be filled in with proper topsoil and re-seeded as soon as such areas are identified.

6.66 PERMANENT SEEDING (ES BMP 1.66)

Definition

The establishment of perennial vegetative cover on disturbed areas by planting seed.

Purposes

- To reduce erosion and decrease sediment yield from disturbed areas.
- To permanently stabilize disturbed areas in a manner that is economical, adaptable to site conditions, and allows selection of the most appropriate plant materials.

Conditions Where Practice Applies

- Disturbed areas where permanent, long-lived vegetative cover is needed to stabilize the soil.
- Rough-graded areas which will not be brought to final grade for a year or more.

Specifications

Selection of Plant Materials

- Selection of plant materials is based on climate, topography, soils, land use, and planting season. To determine which plant materials are best adapted to a specific site, use Tables 1.66b and 1.66c of The Florida Development Manual which describe plant characteristics and list recommended varieties.
- Appropriate seeding mixtures for various site conditions in Florida are given in Table 1.66a of The Florida Development Manual. These mixtures are designed for general use, and are known to perform well on the sites described. Adhere to these mixtures whenever feasible. Check Tables 1.66b and 1.66c for recommended varieties.

Seedbed Requirements

Vegetation should not be established on slopes that are unsuitable due to inappropriate soil texture, poor internal structure or internal drainage, volume of overland flow, or excessive steepness, until measures have been taken to correct these problems.

To maintain a good stand of vegetation, the soil must meet certain minimum requirements as a growth medium. The existing soil must have these criteria:

- Enough fine-grained material to maintain adequate moisture and nutrient supply.
- Sufficient pore space to permit root penetration. A bulk density of 1.2 to 1.5

indicates that sufficient pore space is present. A fine granular or crumb-like structure is also favorable.

- Sufficient depth of soil to provide an adequate root zone. The depth to rock or impermeable layers such as hardpans shall be 12 inches (30 cm) or more, except on slopes steeper than 2:1 where the addition of soil is not feasible.
- A favorable pH range for plant growth. If the soil is so acid that a pH range of 6.0 - 7.0 cannot be attained by addition of pH-modifying materials, then the soil is considered an unsuitable environment for plant roots.
- Freedom from toxic amounts of materials harmful to plant growth.
- Freedom from excessive quantities of roots, branches, large stones, large clods of earth, or trash of any kind. Clods and stones may be left on slopes steeper than 3:1 if they are to be hydroseeded.

If any of the above criteria cannot be met, i.e., if the existing soil is too coarse, dense, shallow, acid, or contaminated to foster vegetation, then topsoil should be applied in accordance with TOPSOILING - Section 6.81 (ES BMP 1.61).

Necessary mechanical erosion and sediment control practices will be installed prior to seeding. Grading will be carried out according to the approved plan.

Surfaces will be roughened in accordance with SURFACE ROUGHENING - Section 6.60 (ES BMP 1.60).

Soil Conditions

In order to modify the texture, structure, or drainage characteristics of a soil, the following materials may be added to the soil:

- Peat** shall be sphagnum moss peat, hyprum moss peat, reed-sedge peat or peat humus, from fresh-water sources. Peat shall be shredded and conditioned in storage piles for at least six months after excavation.
- Sand** shall be clean and free of toxic materials.
- Vermiculite** shall be horizontal grade and free of toxic substances.
- Rotted manure** shall be stable or cattle manure not containing undue amounts of straw or other bedding materials or toxic chemicals.
- Thoroughly rotted sawdust** shall be 6 lbs. of nitrogen added to each cubic yard (3.5 kg/m³) and shall be free of stones, sticks, and toxic substances.
- Where local ordinances permit, treated sewage sludge may be used in accordance with local, state, and federal regulations.

Lime and Fertilizer

Lime and fertilizer needs should be determined by soil tests. Soil tests may be performed by the Cooperative Extension Service Soil Testing Laboratory at the U.F., or by a reputable commercial laboratory. Information concerning the State Soil Testing Laboratory is available from county extension agents. Under unusual conditions where it is not possible to obtain a soil test, the following soil amendments will be applied:

LIME:	2 tons/acre finely ground agricultural or dolomitic limestone (80 lbs./1000 ft ²)(4.48 t/ha)
FERTILIZER:	Mixed grasses and legumes: 1000 lbs./acre 5-20-10 (25 lbs./1000 ft ²)(1.12 t/ha) Legume stands only: 1000 lbs./acre 5-20-10 (25 lbs./1000 ft ²)(1.12 t/ha) Grass stands only: 1000 lbs./acre 5-20-10 (1.12 t/ha) and 300 lbs./acre 0-38-0-0 in spring (7 lbs./1000 ft ²)(336 kg/ha) 1000 lbs./acre 10-20-10 (1.12 t/ha) and 300 lbs. of 38-0-0 in fall (7 lbs./1000 ft ²)(336 kg/ha)

Other fertilizer formulations may be used, provided they can supply the same amounts and proportions of plant nutrients.

Incorporation: Lime and fertilizer shall be incorporated into the top 4 - 6 inches (10 - 15 cm) of the soil by disking or other means. When applying lime and fertilizer with a hydroseeder, apply to a rough, loose surface.

Seeding

- Certified seed** should be used for all permanent seeding whenever possible.
- Legume seed:** Legume seed should be inoculated with the inoculant appropriate to the species. Seed of leguminosae, crown vetch, and clovers should be scarified to promote uniform germination.
- Apply seed** uniformly with a cyclone seeder, drill, cultipacker seeder, or hydroseeder on a firm, friable seedbed. Maximum seeding depth should be 1/4 inch.
- Hydroseeding:** To avoid seed damage, it is recommended that if a machinery breakdown of 30 minutes to 2 hours occurs, 50% more seed be added to the tank, based on the proportion of the slurry remaining in the tank. Beyond 2 hours, a full rate of new seed may be necessary.
- Legume inoculants** should be used by the date indicated on the container. When dry seeding use four times the manufacturer's recommended rate and use ten times the recommended rate of inoculant when hydroseeding.

Often hydroseeding contractors prefer not to apply lime in their rigs as it is abrasive. In inaccessible areas, lime may have to be applied in pelletized or liquid form, separately. Rates of wood fiber should be at least 2000 lbs. per acre (2.24 t/ha). Surface roughening is particularly important when hydroseeding, as a roughened slope will provide some natural coverage of lime, fertilizer, and seed.

4.08 STORM DRAIN INLET PROTECTION (ES BMP 1.08)

Definition

A sediment filter or an excavated impounding area around a storm drain drop inlet or curb inlet.

Purpose

To prevent sediment from entering storm water conveyance systems prior to permanent stabilization of the disturbed area.

Condition Where Practice Applies

Where storm drain inlets are to be made operational before permanent stabilization of the disturbed drainage area. Different types of structures are applicable to different conditions (see Plates 4.08a through 4.08h).

Planning Considerations

Storm sewers which are made operational before their drainage area is stabilized can convey large amounts of sediment to receiving waters. In case of extreme sediment loading, the storm sewer itself may clog and lose most of its capacity. To avoid these problems, it is necessary to prevent sediment from entering the system at the inlets.

This section contains several types of inlet filters and traps which have different applications dependent upon site conditions and type of inlet. Other innovative techniques for accomplishing the same purpose are encouraged, but only after specific plans and details are submitted to and approved by the stormwater permitting agency.

Note that these various inlet protection devices are for drainage areas of less than one acre (0.4 ha). Runoff from large disturbed areas should be routed through a TEMPORARY SEDIMENT TRAP - Section 4.25 (ES BMP 1.25).

Design Criteria

- The drainage area shall be no greater than 1 acre (0.4 ha).
- The inlet protection device shall be constructed to facilitate clean out and disposal of trapped sediment and to minimize interference with construction activities.
- The inlet protection devices shall be constructed so that any resultant ponding or stormwater will not cause excessive inconvenience or damage to adjacent areas or structures.
- Design criteria more specific to each particular inlet protection devices will be found on Plates 4.08a-h.

SOURCE: EROSION DRAW

Construction Specifications

Straw bale drop inlet filter

- Bales shall be either wire-bound or string-tied with the bindings oriented around the sides rather than over and under the bales.
- Bales shall be placed lengthwise in a single row surrounding the inlet, with the ends of adjacent bales pressed together. (See Plate 4.08a)
- The filter barrier shall be entrenched and backfilled. A trench shall be excavated around the inlet the width of a bale to a minimum depth of 4 inches (10 cm). After the bales are staked, the excavated soil shall be backfilled and compacted against the filter barrier. (See Plate 4.08b)
- Each bale shall be securely anchored and held in place by at least two stakes or rebars (See p. 4-17) driven through the bale.
- Loose straw should be wedged between bales to prevent water from entering between bales.
- Gravel may be spread around the bales to improve stability. (See Plate 4.08c)

Fabric drop inlet sediment filter

- Fabric shall be cut from a continuous roll to avoid joints.
- Stakes shall be 2" x 4" (5 cm x 10 cm) wood (preferred) or equivalent metal with a minimum length of 3 feet (90 cm). (See Plate 4.08d)
- Staples shall be of heavy duty wire at least 1/2-inch (13 mm) long.
- Stakes shall be spaced around the perimeter of the inlet a maximum of 3 feet (90 cm) apart and securely driven into the ground minimum of 8 inches (20 cm). A frame of 2" x 4" (5 cm x 10 cm) wood shall be constructed around the top of the stakes for proper stability.
- A trench shall be excavated approximately 4 inches (10 cm) wide and 4 inches (10 cm) deep around the outside perimeter of the stakes. (See Plate 4.08e)
- The burlap shall be stapled to the wooden stakes, and 8 inches (20 cm) of the fabric shall be extended into the trench. The height of the filter barrier shall be a minimum of 15 inches (38 cm) and shall not exceed 18 inches (45 cm).
- The trench shall be backfilled and the soil compacted over the burlap.

Plate 4.08a Straw Bale Drop Inlet Sediment Filter

Source: Michigan Soil Erosion and Sedimentation Control Guidebook

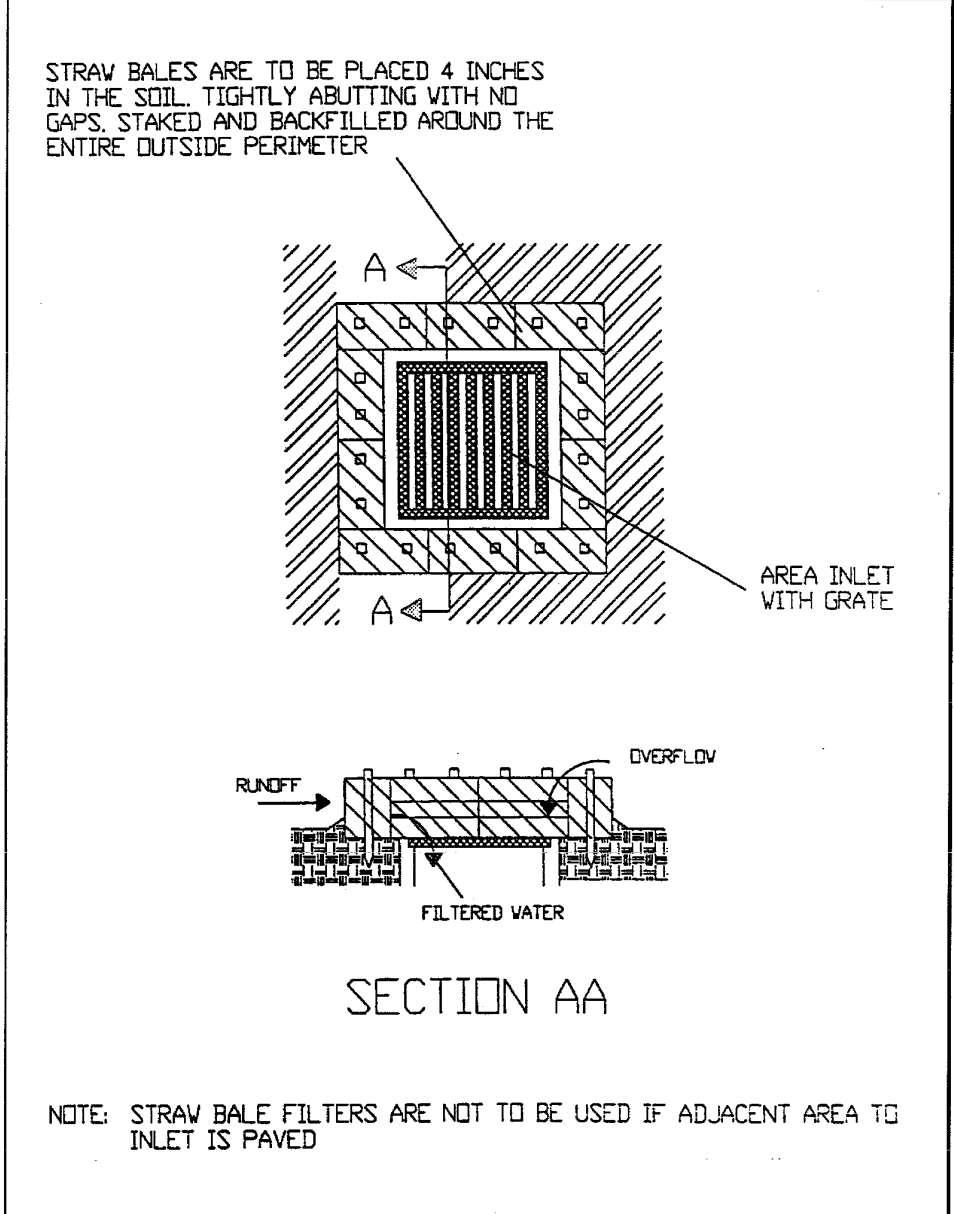


Plate 4.08b Straw Bale Filter for Area Inlet
Source: Hydrodynamics, Inc.

Prefabricated drop inlet external filter (Suntree Isles Grate Inlet Protector)

- Place the device over the inlet. If the inlet has a grate, the device shall be secured to the grate by means of a long toggle bolt. If the grate is not present, the device shall be bolted directly to the concrete.
- Sediments shall be removed when they have accumulated to within one foot (30 cm) of the top of the device. The filter fabric elements shall be cleaned or replaced at that time.

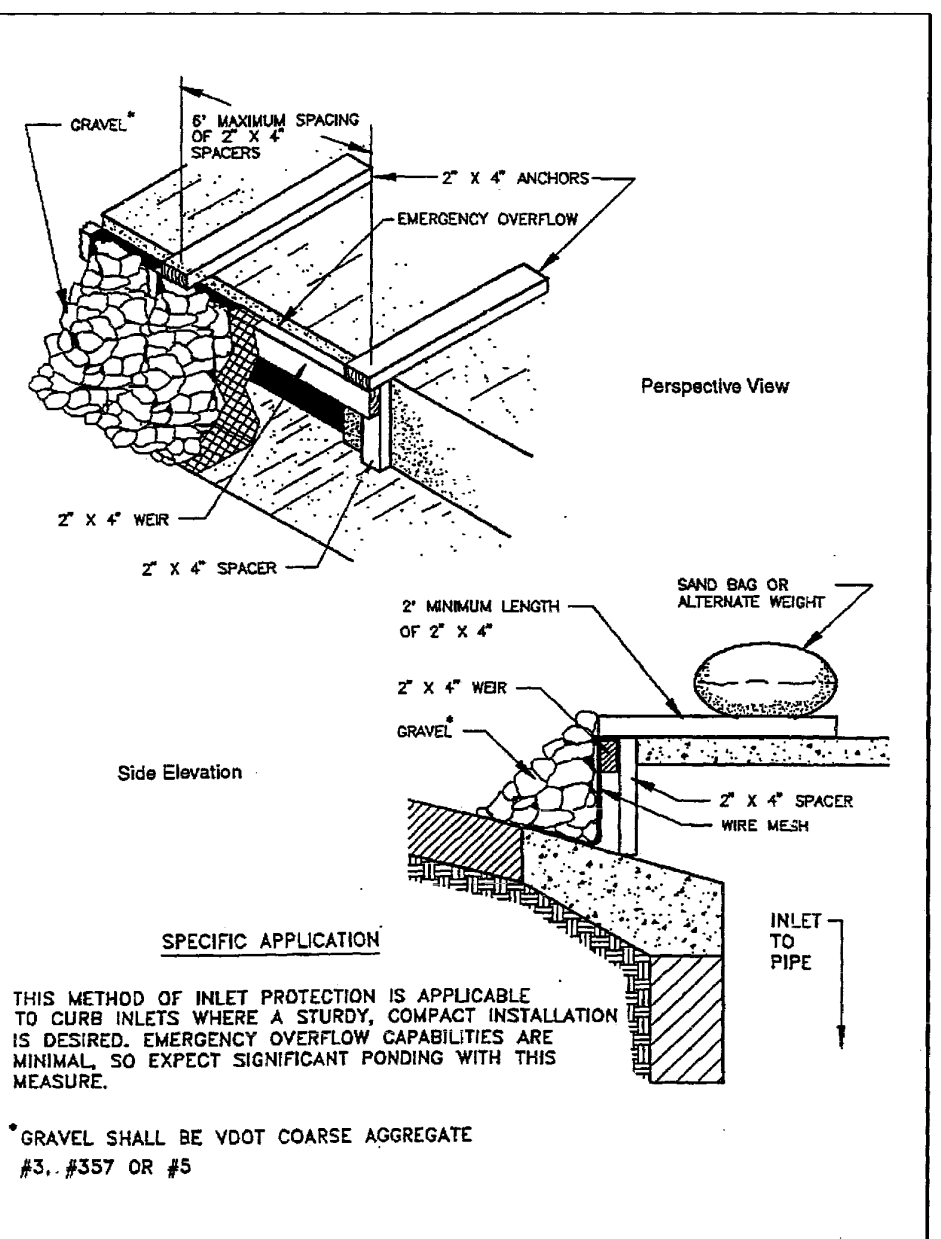
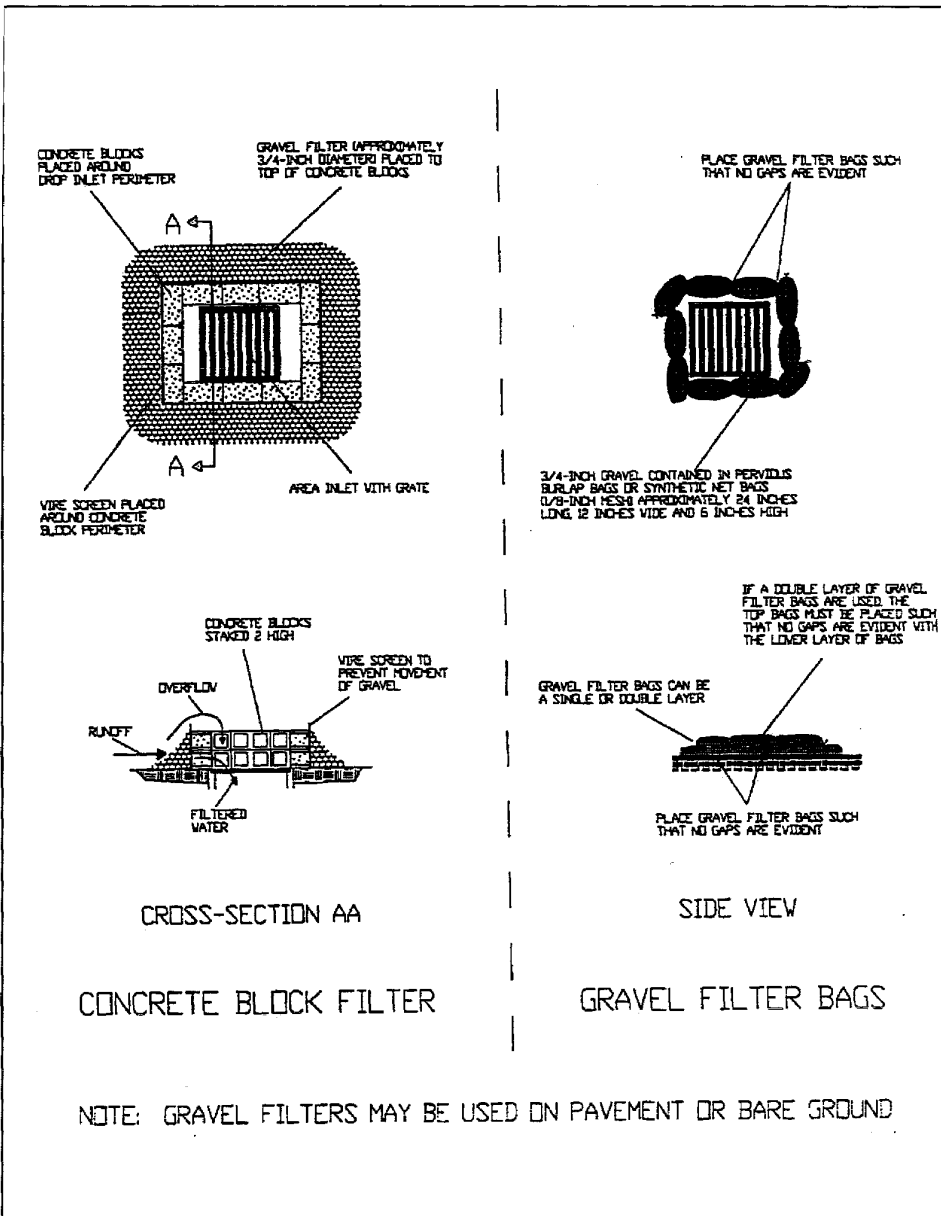
NOTE: This segment does not constitute a product endorsement.

Gravel curb inlet sediment filter

- Hardware cloth or comparable wire mesh with 1/2 inch (13 mm) openings shall be placed over the curb inlet opening so that at least 12 inches (30 cm) of wire extends across the top of the inlet cover and at least 12 inches (30 cm) of wire extends across the concrete gutter from the inlet opening. (See Plate 4.08f)
- Stone shall be piled against the wire so as to anchor it against the gutter and inlet cover and to cover the inlet opening completely. FDOT No. 1 Coarse Aggregate shall be used.
- An overflow weir can be constructed of 2" x 4" (5 x 10 cm) boards to lessen ponding from this practice. (See Plate 4.08g)
- If the stone filter becomes clogged with sediment so that it no longer adequately performs its function, the stone must be pulled away from the block, cleaned and replaced.

Block and gravel curb inlet sediment filter

- Two concrete blocks shall be placed on their sides abutting the curb at either side of the inlet opening.
- A 2" x 4" (5 x 10 cm) board shall be cut and placed through the outer holes of each spacer block to help keep the front blocks in place.
- Concrete blocks shall be placed on their sides across the front of the inlet and abutting the spacer blocks. (See Plate 4.08h)
- Wire mesh shall be placed over the outside vertical face (webbing) of the concrete blocks to prevent stone from being washed through the holes in the blocks. Hardware cloth with 1/2 inch (13 mm) openings shall be used.
- FDOT No. 1 Coarse Aggregate shall be piled against the wire to the top of the barrier.



*GRAVEL SHALL BE FDOT COARSE AGGREGATE #3, #557 OR #5



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ROSEMead, CALIFORNIA 91770

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FACSIMILE: 626.372.8268

REVISIONS:

ISSUE DATE:

60% SET	11-23-2020
90% SET	04-23-2021
100% SET	07-09-2021

DRAWN BY: KBS/JM/EH

PANDA PROJECT #: D8086

PANDA STORE #:

CIVIL PROJECT #: 200061



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ESPC DETAILS II
C06.4

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TS

TEMPORARY SEEDING

NTS

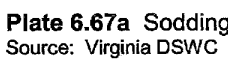
IP

INLET PROTECTION

NTS

When a soil test is not made the following soil amendments should be made:

Plate 6.67b Sodding Swales and Waterways
Source: Virginia DSWC



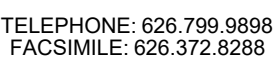
3. Mow to control weeds, improve the appearance of the vegetative cover, and to reduce fire hazard, as necessary. In general, the coarser the leaf texture of the grass, the higher it should be cut. Continuous close mowing will result in loss of vigor and reduced stand. No more than 1/3 of the grass leaf should be removed in any mowing.

Mulch materials shall be spread uniformly, by hand or machine. When spreading straw by hand, divide the area to be mulched into approximately 1000 sq. ft. sections and place 70 - 90 lbs. (1-1/2 to 2 bales)(30 - 40 kg) of straw in each section

Plate 4.08k Gravel Curb Inlet Sediment Filter
Source: Virginia DSWC



- Plate 6.75b** Typical Treatment 1 - Soil Stabilization Blanket Installation Guide
Source: VDOT Road and Bridge Standards



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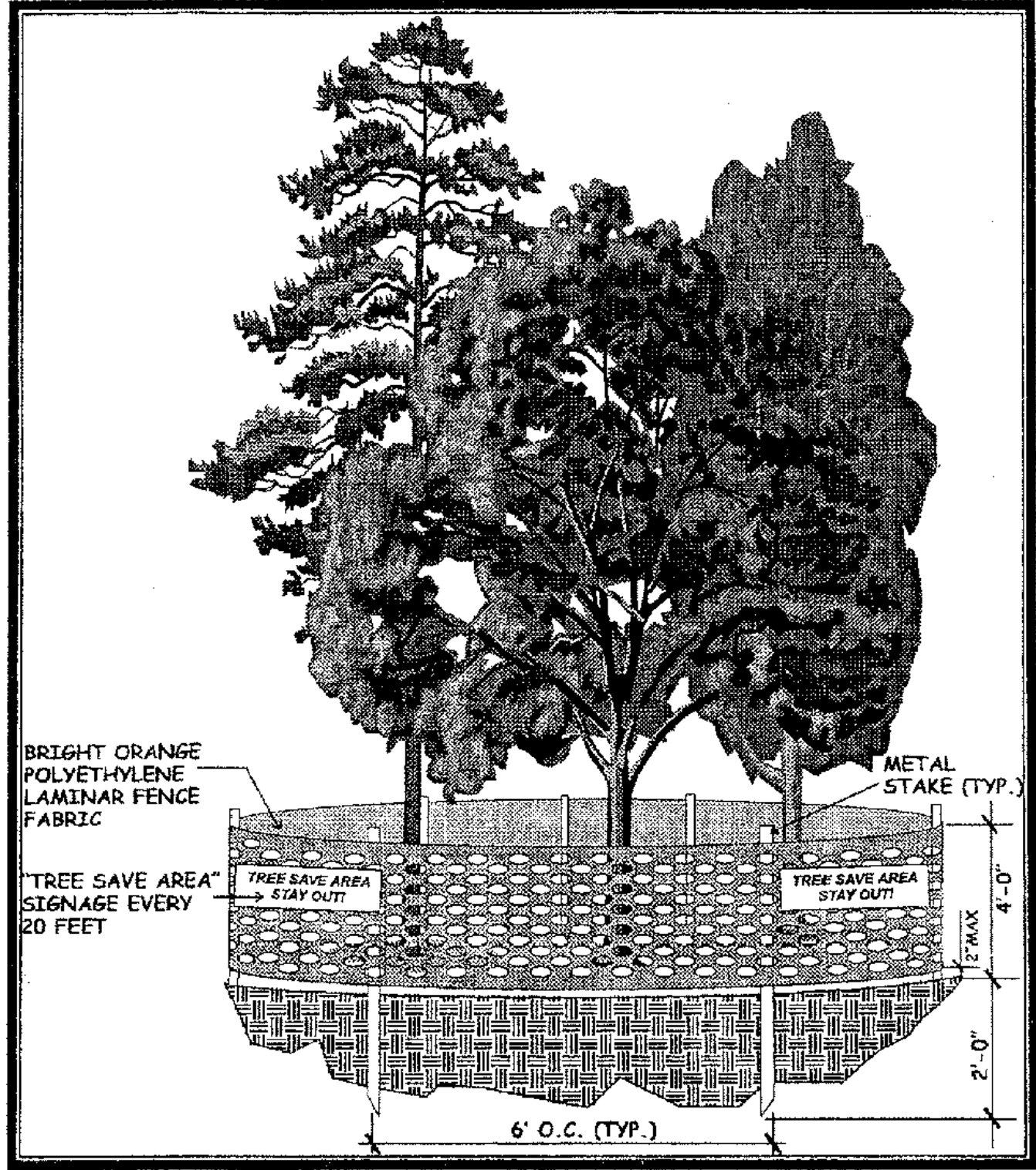
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ESPC DETAILS III
C06.5

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TREE FENCE DETAIL, TYP.

TPF TREE PROTECTION FENCE INT.



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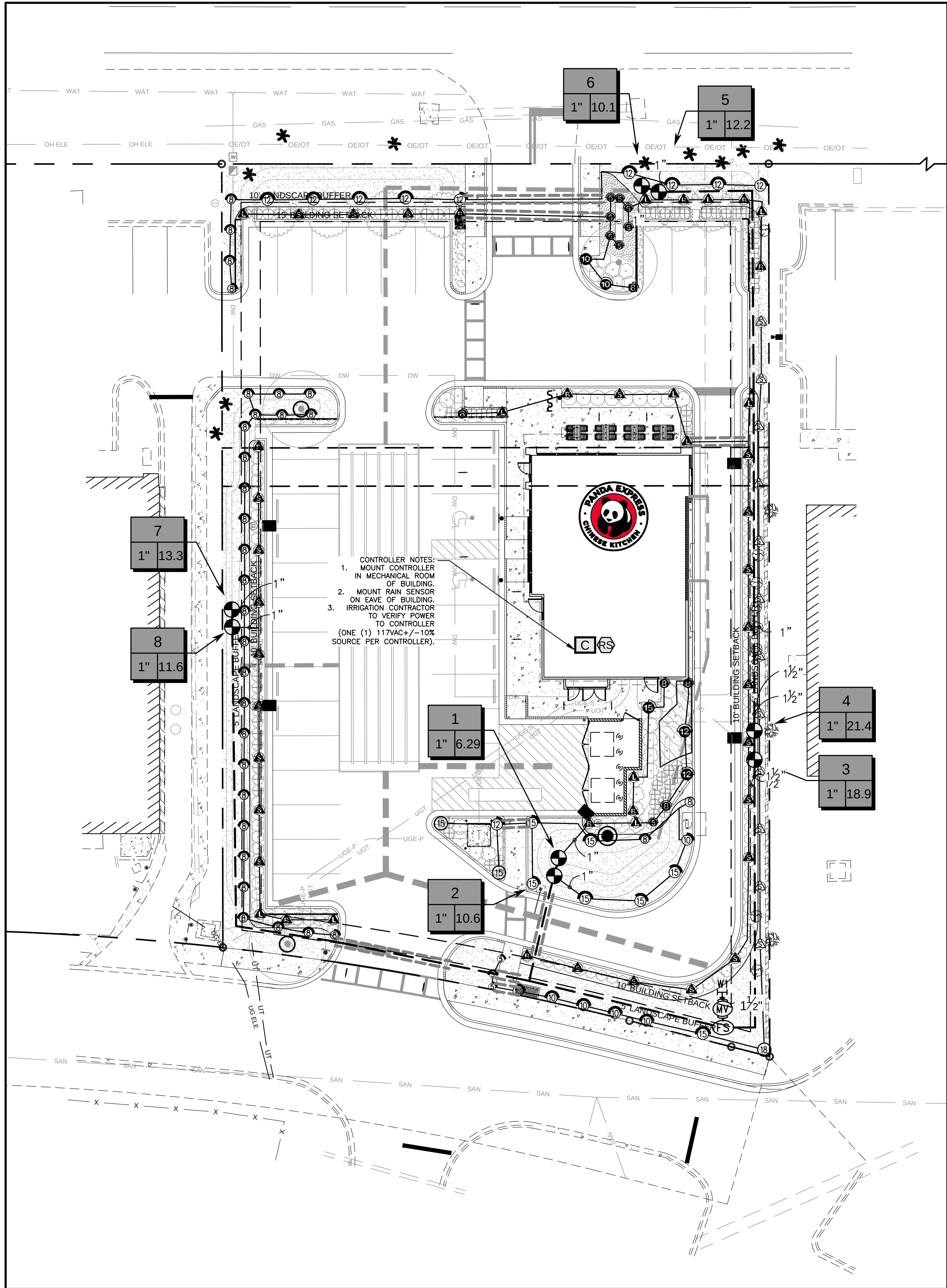
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ESPC DETAILS IV
C06.6

SHEET 27 OF 32

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NOTE:
MAINLINE AND VALVES SHOWN OUTSIDE OF TRENCH
FOR GRAPHIC CLARITY. ALL EQUIPMENT AND PIPE
SHALL BE WITHIN PROPERTY BOUNDARIES UNLESS
OTHERWISE NOTED. SLEEVE SIZES TO BE
DETERMINED BY CONTRACTOR.



1 IRRIGATION PLAN ENLARGEMENT
Scale: 1" = 10'

IRRIGATION SCHEDULE

SYMBOL	MANUFACTURER/MODEL/DESCRIPTION	QTY	PSI
    	RAIN BIRD 1806-PRS 15 STRIP SERIES TURF SPRAY 6.0" POP-UP SPRINKLER WITH CO-MOLDED WIPER SEAL. SIDE AND BOTTOM INLET. 1/2" NPT FEMALE THREADED INLET. PRESSURE REGULATING.	12	30
  	RAIN BIRD 1806-PRS 5 SERIES MPR TURF SPRAY 6.0" POP-UP SPRINKLER WITH CO-MOLDED WIPER SEAL. SIDE AND BOTTOM INLET. 1/2" NPT FEMALE THREADED INLET. PRESSURE REGULATING.	3	30
   	RAIN BIRD 1806-PRS 8 SERIES MPR TURF SPRAY 6.0" POP-UP SPRINKLER WITH CO-MOLDED WIPER SEAL. SIDE AND BOTTOM INLET. 1/2" NPT FEMALE THREADED INLET. PRESSURE REGULATING.	31	30
   	RAIN BIRD 1806-PRS 10 SERIES MPR TURF SPRAY 6.0" POP-UP SPRINKLER WITH CO-MOLDED WIPER SEAL. SIDE AND BOTTOM INLET. 1/2" NPT FEMALE THREADED INLET. PRESSURE REGULATING.	6	30
    	RAIN BIRD 1806-PRS 12 SERIES MPR TURF SPRAY 6.0" POP-UP SPRINKLER WITH CO-MOLDED WIPER SEAL. SIDE AND BOTTOM INLET. 1/2" NPT FEMALE THREADED INLET. PRESSURE REGULATING.	10	30
    	RAIN BIRD 1806-PRS 15 SERIES MPR TURF SPRAY 6.0" POP-UP SPRINKLER WITH CO-MOLDED WIPER SEAL. SIDE AND BOTTOM INLET. 1/2" NPT FEMALE THREADED INLET. PRESSURE REGULATING.	7	30
   	RAIN BIRD 1806-PRS ADJ TURF SPRAY 6.0" POP-UP SPRINKLER WITH CO-MOLDED WIPER SEAL. SIDE AND BOTTOM INLET. 1/2" NPT FEMALE THREADED INLET. PRESSURE REGULATING.	1	30
   	RAIN BIRD 1806-PRS ADJ TURF SPRAY 6.0" POP-UP SPRINKLER WITH CO-MOLDED WIPER SEAL. SIDE AND BOTTOM INLET. 1/2" NPT FEMALE THREADED INLET. PRESSURE REGULATING.	3	30
    	RAIN BIRD 1812-SAM-PRS 15 STRIP SERIES SHRUB SPRAY 12.0" POP-UP SPRINKLER WITH CO-MOLDED WIPER SEAL. 1/2" NPT FEMALE THREADED INLET. WITH SEAL-A-MATIC CHECK VALVE, AND PRESSURE REGULATING DEVICE.	46	30
  	RAIN BIRD 1812-SAM-PRS 5 SERIES MPR SHRUB SPRAY 12.0" POP-UP SPRINKLER WITH CO-MOLDED WIPER SEAL. 1/2" NPT FEMALE THREADED INLET. WITH SEAL-A-MATIC CHECK VALVE, AND PRESSURE REGULATING DEVICE.	8	30
   	RAIN BIRD 1812-SAM-PRS 8 SERIES MPR SHRUB SPRAY 12.0" POP-UP SPRINKLER WITH CO-MOLDED WIPER SEAL. 1/2" NPT FEMALE THREADED INLET. WITH SEAL-A-MATIC CHECK VALVE, AND PRESSURE REGULATING DEVICE.	5	30
   	RAIN BIRD 1812-SAM-PRS 10 SERIES MPR SHRUB SPRAY 12.0" POP-UP SPRINKLER WITH CO-MOLDED WIPER SEAL. 1/2" NPT FEMALE THREADED INLET. WITH SEAL-A-MATIC CHECK VALVE, AND PRESSURE REGULATING DEVICE.	1	30
    	RAIN BIRD 1812-SAM-PRS 12 SERIES MPR SHRUB SPRAY 12.0" POP-UP SPRINKLER WITH CO-MOLDED WIPER SEAL. 1/2" NPT FEMALE THREADED INLET. WITH SEAL-A-MATIC CHECK VALVE, AND PRESSURE REGULATING DEVICE.	2	30
    	RAIN BIRD 1812-SAM-PRS 15 SERIES MPR SHRUB SPRAY 12.0" POP-UP SPRINKLER WITH CO-MOLDED WIPER SEAL. 1/2" NPT FEMALE THREADED INLET. WITH SEAL-A-MATIC CHECK VALVE, AND PRESSURE REGULATING DEVICE.	1	30
   	RAIN BIRD 1812-SAM-PRS ADJ SHRUB SPRAY 12.0" POP-UP SPRINKLER WITH CO-MOLDED WIPER SEAL. 1/2" NPT FEMALE THREADED INLET. WITH SEAL-A-MATIC CHECK VALVE, AND PRESSURE REGULATING DEVICE.	1	30

SYMBOL	MANUFACTURER/MODEL/DESCRIPTION	QTY
	RAIN BIRD PGA GLOBE 1" 1", 1-1/2", 2" ELECTRIC REMOTE CONTROL VALVE, GLOBE.	8
	RAIN BIRD EFB-CP-PRS-D 2" 1", 1-1/4", 1-1/2", 2" BRASS MASTER VALVE, THAT IS CONTAMINATION PROOF W/SELF-FLUSHING FILTER SCREEN. GLOBE CONFIGURATION, RECLAIMED WATER COMPATIBLE, AND PURPLE HANDLE COVER DESIGNATES NON-POTABLE WATER USE. WITH PRESSURE REGULATOR.	1
	RAIN BIRD ESP4ME WITH (1) ESP-SM3 (2) ESP-SM6 19 STATION, HYBRID MODULAR OUTDOOR CONTROLLER. FOR RESIDENTIAL OR LIGHT COMMERCIAL APPLICATIONS.	1
	RAIN BIRD RSD-BEX RAIN SENSOR, WITH METAL LATCHING BRACKET, EXTENSION WIRE.	1
	RAIN BIRD FS-350-B 3" AND HIGHER FLOW SENSOR FOR USE WITH RAIN BIRD MAXICOM, SITECONTROL, AND ESP-LXD CENTRAL CONTROL SYSTEMS. BRASS MODEL. SUGGESTED OPERATING RANGE OF 12.0 GPM TO 45,000 GPM. SENSORS SHOULD BE SIZED FOR FLOW RATHER THAN PIPE SIZE.	1
	WELL W/ PUMP BASIS OF DESIGN: WELL 35 GPM @ 45 PSI. CONTRACTOR TO VERIFY DEPTH AND WELL SIZE	1
	IRRIGATION LATERAL LINE: PVC CLASS 200 SDR 21 1" ONLY LATERAL TRANSITION PIPE SIZES 1 1/4" AND ABOVE ARE INDICATED ON THE PLAN, WITH ALL OTHERS BEING 1" IN SIZE.	1,591 L.F.
	IRRIGATION LATERAL LINE: PVC CLASS 200 SDR 21 1 1/2" ONLY LATERAL TRANSITION PIPE SIZES 1 1/4" AND ABOVE ARE INDICATED ON THE PLAN, WITH ALL OTHERS BEING 1" IN SIZE.	16.2 L.F.

- IRRIGATION NOTES:
1. LOCATE ALL UTILITIES BEFORE DIGGING. PROTECT ALL UTILITIES FROM DAMAGE DURING CONSTRUCTION.
 2. IRRIGATION SYSTEM WILL USE RECLAIMED WATER WHEN IT IS AVAILABLE. PROVIDE IRRIGATION COMPONENTS WITH NON-POTABLE MARKINGS.
 3. PIPE ROUTING IS DIAGRAMMATIC. PLACE IRRIGATION LINES WITHIN PLANTING AND TURF AREAS UNLESS SLEEVING IS INDICATED. ROUTE PIPING TO AVOID TREE LOCATIONS. LOCATE MAINLINE AND VALVE BOXES WITHIN PROPERTY LINES.
 4. PROCURE ALL NECESSARY PERMITS TO COMPLETE INSTALLATION OF IRRIGATION SYSTEM PER STATE AND LOCAL CODES.
 5. JET OR BORE FOR SLEEVING WHERE NECESSARY TO ACCOMMODATE LATERAL LINES, MAIN LINES, OR CONTROL WIRE.
 6. PROVIDE A MINIMUM 12 INCH COVER OVER LATERAL LINES AND A MINIMUM OF 18 INCH COVER OVER MAINLINES
 7. INSTALL ALL ELECTRICAL SERVICE TO MEET LOCAL CODES.
 8. PROVIDE POP-UP SPRINKLERS ONLY. MOUNT SPRINKLERS ON POLY PIPE WITH BARBED FASTENERS UNLESS OTHERWISE SPECIFIED IN PROVIDED DETAILS.
 9. MOUNT HEADS FLUSH WITH FINISHED GRADE. INSTALL HEADS 6 INCH OFF ALL SIDEWALKS AND 1' FROM BUILDING WALLS.
 10. INSTALL VALVES IN 15 INCH BOXES WITH TAMPER RESISTANT LIDS.
 11. ALL IRRIGATION CONTROL WIRE TO BE 14-GAUGE WIRE. PROVIDE WHITE FOR COMMON, RED FOR HOT, AND SPARE BLUE WIRE PARALLEL TO COMMON THROUGH OUT THE ENTIRE SYSTEM.
 12. MAKE ALL WIRE SPICES WITH WATERPROOF SPICE KITS RATED FOR DIRECT BURIAL, NEATLY COIL 30 INCH OF SLOCK WIRE IN VALVE BOX.
 13. ADJUST HEADS TO MAXIMIZE COVERAGE AND MINIMIZE OVER SPRAY.

QUANTITY TAKEOFF DISCLAIMER:
QUANTITIES NOTED ON PLANS ARE OFFERED AS A
CONVENIENCE TO THE CONTRACTOR FOR BID PURPOSES
ONLY. CONTRACTOR SHALL VERIFY ALL QUANTITIES AND
REPORT ANY DISCREPANCIES TO THE LANDSCAPE
ARCHITECT.

IRRIGATION SCHEDULE

	IRRIGATION MAINLINE: PVC CLASS 200 SDR 21 1 1/2"	509.8 L.F.
	PIPE SLEEVE: PVC SCHEDULE 40	152.2 L.F.
	Valve Callout	
	Valve Number	
	Valve Flow	
	Valve Size	



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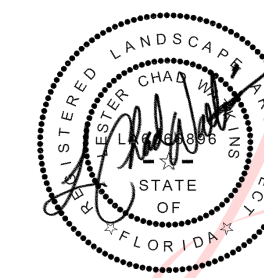
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CIVIL PROJECT #: 200061



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by Lester C
Watkins
Date:
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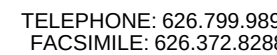
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IRRIGATION PLAN 101.0

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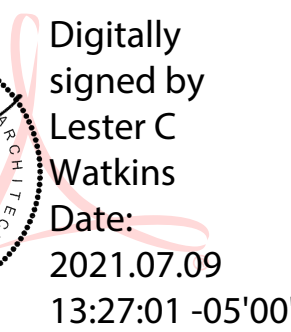


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CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: September 7, 2021
TYPE OF AGENDA ITEM: Public Hearing
AGENDA OUTLINE NUMBER: 5.B.

TO: City Council

THRU: Lance Johnson, City Manager

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

DATE: August 27, 2021

SUBJECT: Edwin L. Stanford, on behalf of the Fletcher Lisa Trust, is requesting a Planned Unit Development and Major Subdivision preliminary plat approval. The project is located at 318 Sibert Ave & 412 Kelly St (Parcel IDs: 00-2S-22-0310-000D-1700, 00-2S-22-0310-000D-1710, and 00-2S-22-0716-000H-0010). The properties total approximately 2.52 acres and will consist of a private gated development with 12 single-family residences, along with the associated infrastructure and platting.

I. BACKGROUND:

Edwin L. Stanford, on behalf of the Fletcher Lisa Trust, is requesting a Planned Unit Development and Major Subdivision preliminary plat approval. The project is located at 318 Sibert Ave & 412 Kelly St (Parcel IDs: 00-2S-22-0310-000D-1700, 00-2S-22-0310-000D-1710, and 00-2S-22-0716-000H-0010). The properties total approximately 2.52 acres and will consist of a private gated development with 12 single-family residences, along with the associated infrastructure and platting.

II. DISCUSSION:

The following **Comprehensive Plan Policy** and **Land Development Code** elements were applied in the review of this project:

COMPREHENSIVE PLAN POLICY ELEMENTS/ LAND DEVELOPMENT CODE

The property has a Future Land Use Map Designation of Low Density Residential (LDR), and a zoning designation of **Low Density Residential – Village (LDR-V)**. The proposed project is consistent with the Comprehensive Plan and Land Development Code (LDC).

LAND USE

Long-term, single-family detached dwelling is an appropriate use for the LDR future land

use designation and is a permitted use in the Low Density Residential – Village (LDR-V) zoning district.

DENSITY

Maximum allowed: 5.81 dwelling units per acre

Provided: 4.76 dwelling units per acre

The applicant is requesting a PUD deviation from the following LDC items regarding minimum lot size and lot area:

1. Reduction of lot width to less than the required 70' for lots 1-4, which are being proposed at 55-60'.

Staff comment: Per Table 7-3 in LDC 7.12.08, minimum lot width within the LDR-V zoning district is 70'.

2. Reduction of lot depth to less than the required 100' for lots 5-12, which are being proposed at 60-62'.

Staff comment: Per Table 7-3 in LDC 7.12.08, minimum lot depth within the LDR-V zoning district is 100'.

HEIGHT

Maximum allowed: 35'3 stories

Provided: Not to exceed 35' or 3 stories

PITCHED ROOF

Minimum required: 60%

Provided: Will be addressed in the permitting phase

FLOOR AREA RATIO

Not applicable

SETBACKS

Front minimum required: 20 feet

Front provided: 20 feet

Side minimum required: 7.5 feet

Side provided: 7.5 feet

Rear minimum required: 10 feet

Rear provided: 10 feet

OPEN SPACE

Minimum required: 25%

Provided: 44.4%

PLATTING

The project is proposing a major subdivision to be processed simultaneously with a planned unit development. The applicant is requesting preliminary plat approval and has met all submittal requirements.

CONCURRENCY MANAGEMENT

Concurrency requirements have been met:

Traffic: Signed July 30, 2021

Stormwater Management: Signed July 30, 2021

Potable Water/Sanitary Sewer: Signed July 21, 2020

Solid Waste: Signed July 21, 2020

AIRPORT PROTECTION

As proposed, this project is not affected by nor affects the Destin – Ft. Walton Beach Airport. The applicant has indicated on the development order application that the proposed project is not within the Airport Expansion Area.

NOTE: If construction necessitates the use of a crane, or other obstruction, which exceeds Federal Aviation Administration FAR 77 Standards (normally 200 feet above ground level), the applicant must request a variance from the FAA for temporary encroachment into this restrictive area and a copy of a completed FAA Form 7460, must be placed on file with the City of Destin prior to the crane, or other obstruction, penetrating the restricted airspace.

TRANSPORTATION ANALYSIS

The submitted traffic analysis dated October 19, 2020 indicates the proposed development is estimated to generate 12 tentative project trips during the PM peak hour. The analysis is consistent with the technical methodology outlined in **LDC 6.05.05** and will be used to assist the City in determining the overall success of the MMTD as outlined in **Comprehensive Plan Policy 12-4.1.8**.

RIGHT-OF-WAY DEDICATION

The project does not include right-of-way dedication.

INGRESS/EGRESS

Vehicular access to the properties is provided by private ROW from accessways within the 100' Kelly Street and 100' Sibert Avenue public ROWs.

The applicant is requesting a PUD deviation from the following LDC items regarding access:

1. One-way drive from Kelly Street to Sibert Avenue.
Staff comment: Per **LDC 8.03.00**, any local street is required to have a minimum of two traffic lanes.
2. A 30-foot private right-of-way.
Staff comment: Per **LDC 7.14.06.F**, The right-of-way for private streets and cul-de-sac within the PUD may be reduced to 40 feet in width and 90 feet in diameter, respectively, provided the developer can show that all sidewalks, utilities and stormwater are provided for within the right-of-way'.

PEDESTRIAN NETWORK

The project will complete the 10' wide pedestrian sidewalk along Sibert Avenue, from the property line to Kelly Street. An 8' wide pedestrian network currently exists along Kelly

Street.

The applicant is requesting a PUD deviation from the following LDC items regarding the internal pedestrian network:

1. Removal of the 5 ft. sidewalk on one side of the proposed private drive.

Staff comment: Per **LDC 8.09.03.A.6.f**, Developments shall be responsible for providing, constructing, and maintaining a continuous on-site sidewalk network, to be provided throughout the development and connecting to adjacent developments. Internal accessways shall include sidewalks on both sides of the accessway. Sidewalks shall be a minimum of five feet in width and shall be raised and curbed along buildings and within parking lots’.

PARKING:

Required minimum vehicle parking spaces:	24
Provided vehicle parking spaces:	24
Required minimum bicycle parking spaces:	N/A
Provided bicycle parking spaces:	N/A

UTILITIES:

All utilities are required to be underground.

STORMWATER:

The City Manager’s Stormwater designee approved the stormwater plan in a memo dated July 30, 2020.

REFUSE COLLECTION:

All non-construction related dumpsters, trashcans, and recycling bins shall be placed in a solid waste collection area or inside a building.

WHITE SANDS ZONE

The proposed project is not located within any White Sands Zones.

LANDSCAPING

Front perimeter/common boundary:	Exempt per LDC 12.04.04.B
Interior parking landscape:	N/A
Buffer zone:	Exempt per LDC 12.04.04.D
Street trees required:	9

Preservation and restoration:

Acres of development:	2.52 acres
Reforestation trees required after preservation credits:	0
Preserved/Protected trees removed:	9
Preservation and Reforestation trees required:	9
Total required trees:	18
Total trees provided:	97

SIGNS

All signs must comply with the sign code section of the Destin Land Development Code in

effect at the time a sign application is submitted.

IMPACT FEES:

Final impact fee amounts will be determined at the time of building permit submittal and reevaluated at the time a Certificate of Occupancy is requested. Architectural plans for the single-family units were not provided, so no impact estimates could be provided.

OTHER FEES: NONE

PLANNED UNIT DEVELOPMENT OBJECTIVES:

As outlined in **LDC 7.14.01**, PUDs are designed to provide an alternate method of land development not otherwise available within the framework of the Land Development Code. Deviations to the LDC are being requested to allow the development to utilize innovative design techniques for the purpose of achieving the development objectives outlined in LDC, while also implementing the intent of the **current zoning district (Low Density Residential – Village), as well as the MMTD**, without sacrificing the health, safety or welfare of the public. For the purposes of this application, single-family dwellings, motels, and hotels, along with other forms of residential development may be considered as PUDs. Specifically, this use may be assigned to land which is to be developed utilizing innovative design techniques for the purpose of achieving one or more of the following development objectives:

1) The preservation and sensitivity to significant environmental or topographical features on the site.

Staff comment: The property does not have any significant environmental or topographical features on site that require preservation.

2) The accommodation of a mixture of uses on a single parcel of land made internally and externally compatible through use limitations, sign control, building orientation, buffering, or other techniques which may be appropriate to a particular development proposal.

Staff comment: The proposed project does not incorporate a mixture of uses within the development, rather, the project consists of strictly long-term, single-family detached dwellings.

3) The accommodation of a juxtapositioning of buildings with exceptional setback or separation distances made internally and/or externally compatible through strategic landscape and spatial design.

Staff comment: The proposed single-family detached dwellings provide the minimum setbacks in accordance with **LDC 7.12.00**.

4) The accommodation of a comprehensively planned and phased development or redevelopment project involving multiple ownerships which provides for interrelated uses, circulation patterns (both vehicular and pedestrian), building orientations, parking areas, architectural motifs, signs, open spaces, vistas, amenity areas and like features which positively contribute to the area being developed or redeveloped in the City.

Staff comment: The project proposes new detached single-family dwelling opportunities within the area; however, there are no unique site characteristics such as

building orientations, parking areas, open spaces (with the exception of a stormwater retention area), or amenity areas.

COMMENTS:

Per Community Development Department:

1. **Prior to the issuance of a Clearing Permit**, a clearing plan must be submitted and approved by the Community Development Department.
2. **Prior to the issuance of a Certificate of Occupancy**, all required parking and related landscaping shall be installed, inspected, and approved by the Engineering and Community Development Departments.

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

B. **Effect on Budget (EOB):**

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

III. CONCLUSION:

As outlined in **LDC 7.14.01**, PUDs are designed to provide an alternate method of land development not otherwise available within the framework of the Land Development Code, while still implementing the intent of the planning area and zoning district where it's located. As such, the applicant is requesting five deviations from the Land Development Code requirements, which Staff has provided a response to in the above discussion; however, they are outlined below:

1. Reduction of lot width to less than the required 70' for lots 1-4, which are being proposed at 55-60'.
 *Reducing the minimum lot width will result in the proposed lots being smaller than the minimum lot area of the LDR-V zoning district (7,500); however, per **LDC 7.14.06.A**, 'No minimum lot size shall be required within a PUD'.
2. Reduction of lot depth to less than the required 100' for lots 5-12, which are being proposed at 60-62'.
 *Reducing the minimum lot depth will result in the proposed lots being smaller than the minimum lot area of the LDR-V zoning district (7,500); however, per **LDC 7.14.06.A**, 'No minimum lot size shall be required within a PUD'.
3. One-way drive from Kelly Street to Sibert Avenue.
4. A 30-foot private right-of-way.
5. Removal of the 5 ft. sidewalk on one side of the proposed private drive.

As outlined in the Planned Unit Development Objectives section of this Staff Report, the proposed development does not meet the four purposes of a PUD per **LDC 7.14.01**. Therefore, Staff cannot make a recommendation of approval. Staff does recognize the unique opportunity presented with the proposed development on underutilized land surrounded by developed properties. City Council is now responsible for determining whether the proposed development is unique enough to

approve, or approve with conditions, and waive the requirements of a PUD per the LDC.

Or City Council can deny the request based on the requirements of a PUD outline in **LDC 7.14.01**.

With respect to the subdivision request, **Section 2.19.03(D)** of the Land Development Code states:

Final action by City Council. Where proposed major development includes the subdivision or re-subdivision of land and the dedication of right-of-way, final approval of such subdivision or re-subdivision shall be made by the City Council in accordance with this Code and general law. Upon receiving the recommendation of the Technical Review Committee, the City Council will consider the subdivision for approval.

Per **Article 2.09.00(1)**, plats and development plans may be processed simultaneously through the required procedures identified in **Sections 2.07.00 and 2.19.00**.

The City Council should review these criteria and render its decision on the applications in accordance therewith.

IV. RECOMMENDED MOTION:

I move that the City Council approve the Planned Unit Development and Major Subdivision identified as “Destin Cottages” and the associated Land Development Code deviations.

ALTERNATE MOTION: I move that the City Council approve with conditions or modifications, or deny, the Planned Unit Development and Major Subdivision identified as “Destin Cottages” and the associated Land Development Code deviations.

Attachments:

1. DO-21-19_Destin Cottages
2. Destin Cottages PUD
3. Destin Cottages Plat 042721
4. 210429 - Destin Cottages esal



Community Development Department

Office of the Director

4100 Indian Bayou Trail | Destin, FL 32541 | Phone: 850-654-1119 | Email: planning@cityofdestin.com

September 7, 2021

Development Order No. 21-19

Final Development Order:

DESTIN COTTAGES PLANNED UNIT DEVELOPMENT & MAJOR SUBDIVISION (20-19-SP) & (20-20-MS)

Based upon the City's approval and issuance of this Development Order on September 8, 2021, this document will serve as your Final Development Order, and includes all of the provisions and conditions in the attached Technical Review Committee Report.

Edwin L. Stanford, on behalf of the Fletcher Lisa Trust, is requesting a Planned Unit Development and Major Subdivision preliminary plat approval. The project is located at 318 Sibert Ave & 412 Kelly St (Parcel IDs: 00-2S-22-0310-000D-1700, 00-2S-22-0310-000D-1710, and 00-2S-22-0716-000H-0010). The properties total approximately 2.52 acres and will consist of a private gated development with 12 single-family residences, along with the associated infrastructure and platting.

DETERMINATIONS:

1. This final development order is in accordance with the approved construction documents, which is inclusive of the site construction plans (Exhibit A) and the preliminary plat (Exhibit B), approved on September 7, 2021.
2. All the findings and requirements of the Technical Review Committee report are incorporated herein.

CONDITIONS OF APPROVAL:

1. Pursuant to the City of Destin Land Development Code:

Construction of infrastructure must commence within one (1) year of approval date (date from which the Final Development Order is issued by the Community Development Department) of the Final Development Order on **September 8, 2021** (no later than **September 8, 2022**), and must be completed as shown on plans approved by the Technical Review Committee.

WARNING: If the applicant/owner has not obtained a building permit(s) for either the construction of infrastructure or construction of the entire project and that construction has not commenced within one (1) year of issuance of the final development order, the final development order will become null and void and the application for development order approval must be re-initiated (Article 2, Section 2.21.00).

NOTE: Construction of infrastructure shall be defined as site work, grading, or other construction activity (not including clearing and grubbing or demolition of existing structures) related to installation of roadways, access drives, parking lots, underground utilities, stormwater or drainage facilities, or building foundations (Article 2, Section 2.21.00).

NOTE: An applicant/owner who desires to extend the twelve (12) month (1 year) deadline for either the construction of infrastructure or construction of the entire project must submit a written request to the Community Development Department, no less than thirty (30) days prior to the expiration of the twelve (12) month deadline to obtain a building permit and commence construction of infrastructure or construction of the entire project. The applicant may receive only one extension, and such extension shall not exceed one year. The applicant /owner should review Article 2, Section 2.21.00, of the Destin Land Development Code for further explanation of the Development Order extension process.

2. If the applicant fully complies with the requirements of Condition No. 1. above, the concurrency capacity allocation status for “Destin Cottages” will be protected. **However, the protected concurrency status will be lost and the application for development order approval must be re-initiated if:**
 - A. **Construction permit(s) in association with construction of infrastructure or construction of the entire project are not obtained in accordance with Article 2, Section 2.10.00 of the Land Development Code to maintain concurrency, or**
 - B. **Construction activity ceases for a period of one (1) year after a building permit for construction of infrastructure or construction of the entire project has been issued so that concurrency is not maintained under Article 6 of the Destin Land Development Code.**
3. The applicant must obtain City of Destin permits for the following activities on and off site (these may require appropriate bonding):
 - A. Disturbance of the City's Right-Of-Way (Note: Applicant must obtain the proper ROW permit(s) from the Public Services Department prior to issuance of building permits, unless otherwise exempted by the Public Services Director).
 - B. Pavement cuts.
 - C. Construction of any kind.
 - D. Clearing, grubbing, or demolition.
 - E. Paving, grading, drainage, sidewalks.
 - F. Signage.
 - G. Installation of utilities.
 - H. Construction trailers.



4. The following items must be addressed in the appropriate order:

- A. **Prior to the issuance of any City Permit**, a sign must be posted on the subject property notifying the public of the emergency contact information of the person responsible for the project. Refer to section 7.01.02(B) of the Land Development Code for details on the size, location and contents of the sign. Additionally, a posting of emergency contact information sign affidavit must be submitted to the Planning Division prior to the issuance of any permits.
- B. **Prior to the Commencement of Construction**, a permit, with a copy of the demolition plan for the site indicating the location of the Construction Site Screening, must be submitted and approved by the City. Said screening must meet the requirements set forth in Destin Code of Ordinances, Section 6-51 *Screen Criteria*.
- C. **Prior to the issuance of any City Permit**, obtain a Florida Department of Transportation Right-of-Way Construction Permit and submit copy to the City Engineer (if applicable).
- D. **Prior to the issuance of any City Permit**, obtain a Florida Department of Environmental Protection (FDEP) National Pollutant Discharge Elimination System (NPDES) permit and submit a copy to the City Engineer. Provide a copy of the Stormwater Pollution Prevention Plan (SWPPP) as required for the NPDES permit for all construction disturbance over 1 acre. If the site is less than 1 acre, provide an erosion control plan in accordance with LDC Article 11.
- E. **Prior to the issuance of any City Permit**, a copy of the Northwest Florida Water Management District (NWFWM) storm water permit and a NPDES storm water construction generic Permit (if applicable) approval shall be provided.
- F. **Prior to the issuance of a Certificate of Occupancy**, the developer/owner, engineer of record and the contractor shall make themselves familiar with LDC Article 11.09.00., Illicit Discharge, and shall comply with the codes, or be subject to enforcement.
- G. **Prior to the issuance of a Certificate of Occupancy**, the developer/owner, engineer of record and the contractor shall make themselves familiar with LDC Article 8, Transportation, and shall comply with the codes, or be subject to enforcement.
- H. **Prior to the issuance of a Certificate of Occupancy**, all applicable Impact Fees and other outstanding costs associated with this project that are owed to the City must be paid in full.

Final impact fee amounts will be determined at the time of building permit submittal and reevaluated at the time a Certificate of Occupancy is requested
- I. **Prior to the issuance of a Certificate of Occupancy**, the site layout, landscaping, outdoor lighting and architectural design must be inspected and approved by the Community Development Department.
- J. **Prior to the issuance of a Certificate of Occupancy**, a Stormwater Operation/Maintenance Plan (SWOMP) approved by the City shall be acknowledged and signed by the Owner.

- K. **Prior to the issuance of a Certificate of Occupancy**, assigned address number for the buildings shall be displayed and clearly visible and legible, preferably reflective, from the street or private way on which the building fronts with Arabic numerals not less than three inches in height and one-half inch in width. Numbers must be in a color contrasting to the building or other background. Assigned numbers for principal buildings which are not visible from the street or private way shall additionally be displayed at the intersection of the driveway and servicing street, and attached to a post, wall, fence or mailbox at a level to ensure visibility. *Ref. LDC Section 7.18.04.*
- L. Per Land Development Code (LDC) Article 7.09.03.1.d, pitched roofs are required to cover not less than 60 percent of the roof surface on all buildings. A minimum pitch of 5:12 and a maximum pitch of 12:12 are required for the fully pitched roof above the cornice line.

Louis Zunguze, MURP
Community Development Director
City of Destin

Date

Edwin L. Stanford, Authorized Agent
Core Engineering & Consulting, Inc.

Date

**TECHNICAL REVIEW COMMITTEE REPORT
DESTIN COTAGES
PLANNED UNIT DEVELOPMENT & MAJOR SUBDIVISION
(20-19-SP) & (20-20-MS)**

Applicant: Fletcher Lisa Trust
Agent: Edwin L. Stanford, Core Engineering & Consulting, Inc.
Location: 318 Sibert Ave & 412 Kelly St
Request: The proposed PUD will consist of a private gated development with 12 single-family residences, along with the associated infrastructure and platting
Parcel Size: 2.52 acres, 109,771 square feet
Future Land Use: LDR (Low Density Residential)
Zoning District: LDR-V (Low Density Residential – Village)
Density: 4.76 DU/AC Provided
Intensity: Not applicable
Application Date: June 4, 2020
Approved Site Plan Date: September 7, 2021

DISCUSSION/FINDINGS

Edwin L. Stanford, on behalf of the Fletcher Lisa Trust, is requesting a Planned Unit Development and Major Subdivision preliminary plat approval. The project is located at 318 Sibert Ave & 412 Kelly St (Parcel IDs: 00-2S-22-0310-000D-1700, 00-2S-22-0310-000D-1710, and 00-2S-22-0716-000H-0010). The properties total approximately 2.52 acres and will consist of a private gated development with 12 single-family residences, along with the associated infrastructure and platting.

COMPREHENSIVE PLAN/LAND DEVELOPMENT CODE

The property has a Future Land Use Map Designation of Low Density Residential (LDR), and a zoning designation of Low Density Residential – Village (LDR-V). The proposed project is consistent with the Comprehensive Plan and Land Development Code (LDC).

LAND USE

Long-term, single-family detached dwelling is an appropriate use for the LDR future land use designation and is a permitted use in the Low Density Residential – Village (LDR-V) zoning district.

DENSITY

Maximum allowed: 5.81 dwelling units per acre
Provided: 4.76 dwelling units per acre

HEIGHT

Maximum allowed: 35²/3 stories
Provided: Not to exceed 35' or 3 stories

PITCHED ROOF

Minimum required: 60%
Provided: Will be addressed in Permitting phase

FLOOR AREA RATIO

Not applicable

SETBACKS

Front minimum required: 20 feet
Front provided: 20 feet

Side minimum required: 7.5 feet
Side provided: 7.5 feet

Rear minimum required: 10 feet
Rear provided: 10 feet

OPEN SPACE

Minimum required: 25%
Provided: 44.4%

PLATTING

The project is proposing a major subdivision to be processed simultaneously with a planned unit development. The applicant is requesting preliminary plat approval and has met all submittal requirements.

CONCURRENCY MANAGEMENT

Concurrency requirements have been met:

Traffic: Signed July 30, 2021

Stormwater Management: Signed July 30, 2021

Potable Water/Sanitary Sewer: Signed July 21, 2020

Solid Waste: Signed July 21, 2020

AIRPORT PROTECTION

As proposed, this project is not affected by nor affects the Destin – Ft. Walton Beach Airport. The applicant has indicated on the development order application that the proposed project is not within the Airport Expansion Area.

NOTE: If construction necessitates the use of a crane, or other obstruction, which exceeds Federal Aviation Administration FAR 77 Standards (normally 200 feet above ground level), the applicant must request a variance from the FAA for temporary encroachment into this restrictive area and a copy of a completed FAA Form 7460, must be placed on file with the City of Destin prior to the crane, or other obstruction, penetrating the restricted airspace.

TRANSPORTATION ANALYSIS

The submitted traffic analysis dated October 19, 2020 indicates the proposed development is estimated to generate 12 tentative project trips during the PM peak hour. The analysis is consistent with the technical methodology outlined in LDC 6.05.05 and will be used to assist the City in determining the overall success of the MMTD as outlined in Comprehensive Plan Policy 12-4.1.8.

RIGHT-OF-WAY DEDICATION

The project does not include right-of-way dedication.

INGRESS/EGRESS

Vehicular access to the properties is provided by private ROW from accessways within the 100' Kelly Street and 100' Sibert Avenue public ROWs.

PEDESTRIAN NETWORK

The project will complete the 10' wide pedestrian sidewalk along Sibert Avenue, from the property line to Kelly Street. An 8' wide pedestrian network currently exists along Kelly Street.

PARKING:

Required minimum vehicle parking spaces: 24

Provided vehicle parking spaces: 24

Required minimum bicycle parking spaces: N/A

Provided bicycle parking spaces: N/A

UTILITIES:

All utilities are required to be underground.

STORMWATER:

The City Manager's Stormwater designee approved the stormwater plan in a memo dated July 30, 2020.

REFUSE COLLECTION:

All non-construction related dumpsters, trashcans, and recycling bins shall be placed in a solid waste collection area or inside a building.

WHITE SANDS ZONE

The proposed project is not located within any White Sands Zones.

LANDSCAPING

Front perimeter/common boundary: Exempt per LDC 12.04.04.B

Interior parking landscape: N/A

Buffer zone: Exempt per LDC 12.04.04.D

Street trees required: 9

Preservation and restoration:

Acres of development: 2.52 acres

Reforestation trees required after preservation credits: 0

Preserved/Protected trees removed: 9

Preservation and Reforestation trees required: 9

Total required trees: 18

Total trees provided: 97

SIGNS

All signs must comply with the sign code section of the Destin Land Development Code in effect at the time a sign application is submitted.

IMPACT FEES:

Final impact fee amounts will be determined at the time of building permit submittal and reevaluated at the time a Certificate of Occupancy is requested. Architectural plans for the single-family units were not provided, so no impact estimates could be provided.

OTHER FEES: NONE**COMMENTS:**

Per Community Development Department:

1. **Prior to the issuance of a Clearing Permit**, a clearing plan must be submitted and approved by the Community Development Department.
2. **Prior to the issuance of a Certificate of Occupancy**, all required parking and related landscaping shall be installed, inspected, and approved by the Engineering and Community Development Departments.



City of Destin
**PLANNED UNIT DEVELOPMENT (PUD)
FINDING OF FACT WORKSHEET**

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

FOR APPLICANT REFERENCE ONLY:

Destin Land Development Code (LDC) Article 7, Section 7.14.00

- 1. Purpose & Intent.** A Planned Unit Development (PUD) is designed to provide alternate methods of land development not otherwise available within the framework of the Destin Land Development Code. For the purposes of this application, single-family dwellings, duplexes, townhouses, patio houses, atrium houses, multi-family dwellings, motels, and hotels, along with other forms of residential development, may be considered as PUDs. Specifically, this use may be assigned to land which is to be developed utilizing innovative design techniques for the purpose of achieving one or more of the following development objectives:

- A. The preservation and sensitivity to significant environmental or topographical features on the site.

Applicable to proposed development? ☐ Yes (explain below) ☒ No

- B. The accommodation of a mixture of uses on a single parcel of land made internally and externally compatible through use limitations, sign control, building orientation, buffering, or other techniques which may be appropriate to a particular development proposal.

Applicable to proposed development? ☐ Yes (explain below) ☒ No

- C. The accommodation of a juxta positioning of buildings with exceptional setback or separation distances made internally and/or externally compatible through strategic landscape and spatial design.

Applicable to proposed development?

☐

Yes (explain below)

☒

No

- D. The accommodation of a comprehensively planned and phased development or redevelopment project involving multiple ownerships which provides for interrelated uses, circulation patterns (both vehicular and pedestrian), building orientations, parking areas, architectural motifs, signs, open spaces, vistas, amenity areas and like features which positively contribute to the area being developed or redeveloped in the city.

Applicable to proposed development?

☐

Yes (explain below)

☒

No

2. General Requirements.

- A. A PUD is not limited as to types of land usage which may be permitted; however, proposed uses must be consistent with the zoning district which implements the future land use designation for the property.
- B. All PUD applications shall conform to all applicable provisions of the Comprehensive Plan and Land Development Code.
- C. Maximum density for any residential or mixed-use PUD shall be in compliance with the maximum density set forth in the future land use designation for the property as specified on the current Future Land Use Map
- D. All PUD's shall be processed according to the provisions set forth in section 2.07.00. procedures for development plan review.

3. Specific Requirements.

- A. No minimum lot size shall be required within a PUD. The frontage on dedicated public or private rights-of-way shall observe a front yard setback requirement in accordance with the zoning district. For detached structures, there shall be a minimum of a five-foot side yard and rear yards shall be a minimum of ten feet. For detached single-family dwellings exceeding three stories, the side yard shall be increased by two feet for each story above the third story. Refer to section 7.09.03 for the side and rear yard setbacks for Tier 2 and/or 3 developments. Corner lots and through lots shall provide the full front setback along the street frontage to which the structure is oriented and a minimum of ten-foot setback along the other street frontage.
- B. Two or more freestanding structures located on the same lot shall be a minimum of ten feet apart. Properties located in the SHMU, NHMU, and TCMU future land use designations are exempt from this provision.
- C. Every dwelling unit or other use permitted in PUD developments shall have access to a public road or street, either directly or via an approved road, pedestrian way, court, or other area dedicated to public use or reserved for private use, or common element guaranteeing access.
- D. Access, circulation, parking and loading shall be provided in accordance with the provisions of article 8 of this Code. For projects that are located within the TCMU designation, required parking spaces can be located on local private or public rights-of-way provided that said rights-of-way are created within the boundary of the proposed PUD.
- E. All streets shall be constructed to meet or exceed all city standards, except as provided for in F below.
- F. Private streets, as principal means of access to individually owned lots in the PUD that are required to comply with the provisions of this chapter, shall be prohibited unless the developer establishes a homeowners' association complying with state statutes. In such cases, the homeowner's association shall be responsible for construction, maintenance and control of such roadways. Private streets are required to be constructed to meet or exceed all applicable city standards. The right-of-way for private streets and cul-de-sac within the PUD may be reduced to 40 feet in width and 90 feet in diameter, respectively, provided the developer can show that all sidewalks, utilities and stormwater are provided for within the right-of-way. Alternatively, utilities and stormwater may be provided for through easements. The city shall not, however, accept a private street which fails to meet the minimum right-of-way standards of the city.

I HAVE READ THE INFORMATION STATED ABOVE AND HAVE PROVIDED THE PROPOSED DEVELOPMENT INFORMATION TO THE BEST OF MY ABILITY.

APPLICANT:

SIGNATURE:



DATE:

3/27/2020

PRINTED NAME:

Edwin L. Stanford

DESTIN COTTAGES

A PLANNED UNIT DEVELOPMENT

A REPLAT OF 412 KELLY STREET, LOT 170 & LOT 171, BLOCK D, SECOND REVISION OF CALHOUNS SUBDIVISION OF ADDITION TO THE TOWN OF DESTIN FLORIDA, RECORDED IN PLAT BOOK 2, PAGE 43(A), OF THE PUBLIC RECORDS OF OKALOOSA COUNTY, FLORIDA.

LEGAL DESCRIPTION:

Parcel #1:

Lot 1, Block H, Eastwood 5th Addition, according to the map or plate thereof, as recorded in Plat Book 5, Page 8, of the Public Records of Okaloosa County, Florida.

Parcel #2:

Lot 171, Block D, Second Revision to Calhoun Subdivision of Addition to Town of Destin, according to the plat thereof, recorded in Plat Book 2, Page 43A, of the Public Records of Okaloosa County, Florida.

Parcel #3

Lot 170, Block D, Second Revision to Calhoun Subdivision of Addition to Town of Destin, according to the plat thereof, recorded in Plat Book 2, Page 43A, of the Public Records of Okaloosa County, Florida.

DEDICATION:

KNOW ALL MEN BY THESE PRESENTS THAT LISA A. FLETCHER TRUST, UNDER LAWS OF THE STATE OF FLORIDA AND AS OWNER OF THE LAND PLATTED AS "DESTIN COTTAGES PUD, DOES DECLARE THAT IT HAS CAUSED THE SAME TO BE SUBDIVIDED AND DEDICATES TO DESTIN COTTAGES PUD HOMEOWNERS ASSOCIATION, INC., ALL COMMON AREAS, ROADWAYS, STORMWATER RETENTION AREAS AND UTILITY EASEMENTS AS PRESENTED ON THIS PLAT. SUBJECT TO AND ENCUMBERED BY ALL THE RESERVATIONS, CONDITIONS AND REQUIREMENTS AS SET FORTH BY OKALOOSA COUNTY, FLORIDA.

THE DEVELOPER HAS EXECUTED THIS DEDICATION THIS _____ DAY OF _____, 2021.

BRAD FLETCHER, DEVELOPER

ACKNOWLEDGMENT TO DEDICATION:

STATE OF FLORIDA, COUNTY OF OKALOOSA

THIS IS TO CERTIFY THAT ON THE _____ DAY OF _____, 2021 BEFORE ME, BRAD SHOULTS, PERSONALLY APPEARED AND WHO IS PERSONALLY KNOWN TO ME TO BE THE INDIVIDUAL DESCRIBED HEREIN AND WHO EXECUTED THE FOREGOING INSTRUMENT OF DEDICATION AND ACKNOWLEDGED TO AND BEFORE ME THAT SAID INSTRUMENT IS THE FREE ACT OF SAID DEVELOPER.

NOTARY PUBLIC, STATE OF FLORIDA

MY COMMISSION EXPIRES

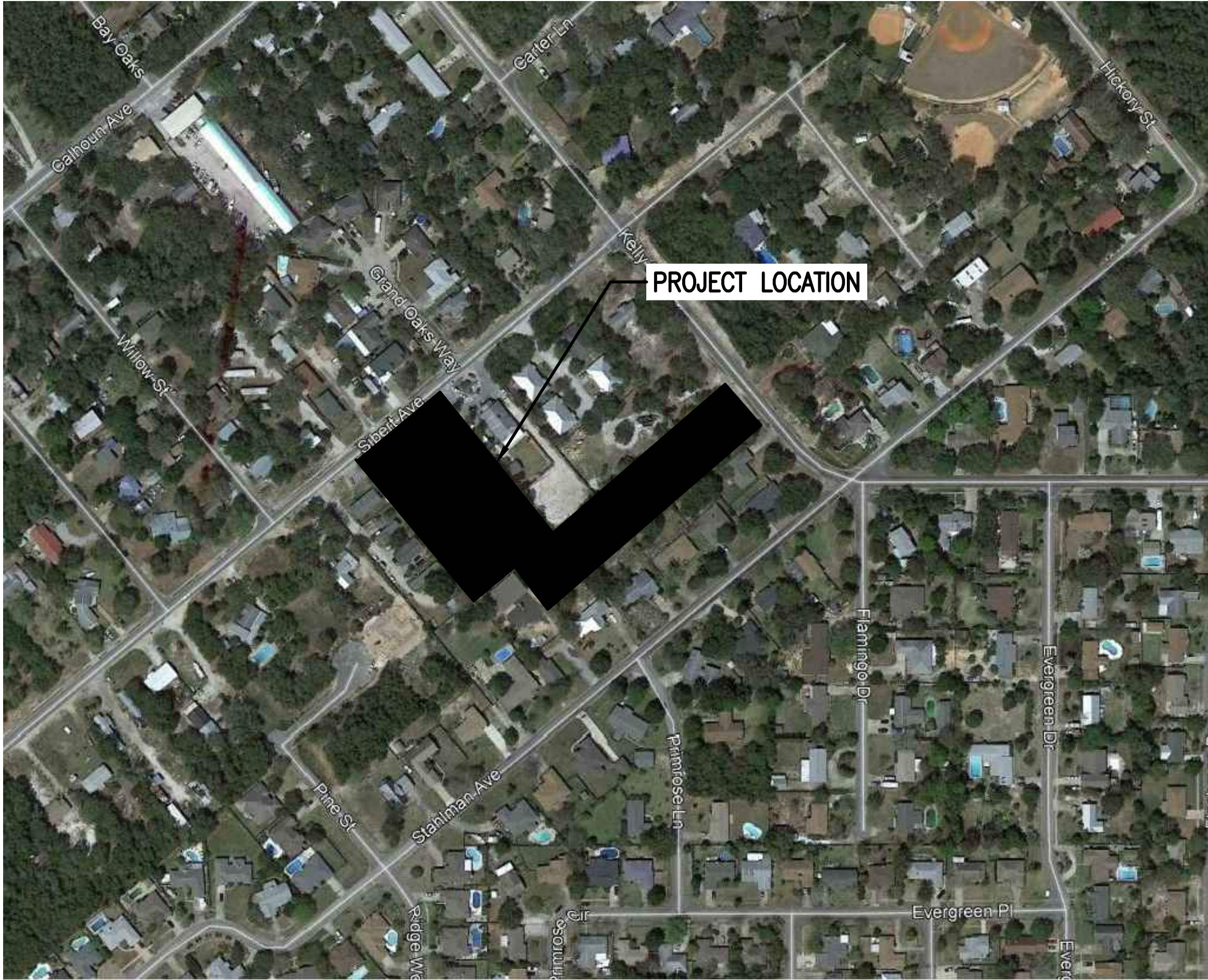
TITLE OPINION:

IT IS THE OPINION OF THE UNDERSIGNED, LICENSED IN THE STATE OF FLORIDA, THAT TITLE TO THE LANDS DESCRIBED HEREON IS IN THE NAME OF THE DEDICATORS AS SHOWN HERON, AND THERE ARE NO UNSATISFIED MORTGAGES ON THE LAND, EXCEPT AS SHOWN.

THIS OPINION RENDERED ON THE 6th DAY OF FEBRUARY, 2021.

BY: LORI ELLEN WARD, Esq.

FLORIDA BAR NUMBER 117560



NOTICE:

PURSUANT TO CHAPTER 177.091(28) FLORIDA STATUTES, ALL PLATTED UTILITY EASEMENTS SHOWN HEREON SHALL ALSO BE EASEMENTS FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE AND OPERATION OF CABLE TELEVISION SERVICES; PROVIDED, HOWEVER, NO SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES SHALL INTERFERE WITH THE FACILITIES AND SERVICES OF AN ELECTRIC, TELEPHONE, GAS, OR OTHER PUBLIC UTILITY. IN THE EVENT A CABLE TELEVISION COMPANY DAMAGES THE FACILITIES OF A PUBLIC UTILITY, IT SHALL BE SOLELY RESPONSIBLE FOR THE DAMAGES. THIS SECTION SHALL NOT APPLY TO THOSE PRIVATE EASEMENTS GRANTED TO OR OBTAINED BY A PARTICULAR ELECTRIC, TELEPHONE, GAS, OR OTHER PUBLIC UTILITY. SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION SHALL COMPLY WITH THE NATIONAL ELECTRICAL SAFETY CODE AS ADOPTED BY THE FLORIDA PUBLIC SERVICE COMMISSION.

NOTICE:

FLORIDA STATUTE 177.091 (27)

THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THIS PLAT. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.

OKALOOSA COUNTY TAX COLLECTOR CERTIFICATE

I, BEN ANDERSON, DO CERTIFY ALL TAXES HAVE BEEN PAID ON THE PROPERTIES DESCRIBED HEREON THROUGH TAX YEAR _____, TO THE BEST OF MY KNOWLEDGE AS OF THE _____ DAY OF _____, 2021

BEN ANDERSON, OKALOOSA COUNTY TAX COLLECTOR

COUNTY CLERK'S APPROVAL:

I, J.D. PEACOCK II, CLERK OF THE CIRCUIT COURT OF OKALOOSA COUNTY, FLORIDA, DO HEREBY CERTIFY THAT THIS PLAT WAS FILED FOR THE RECORD ON THE _____ DAY OF _____, 2021, IN PLAT BOOK _____, PAGE ____.

J.D. PEACOCK II, CLERK OF THE CIRCUIT COURT OF OKALOOSA COUNTY, FLORIDA.

MAYOR APPROVAL:

THIS CERTIFIES THAT THIS PLAT WAS PRESENTED TO THE COMMUNITY DEVELOPMENT DEPARTMENT, CITY OF DESTIN, FLORIDA AND APPROVED BY THEM ON THE _____ DAY OF _____, 2021.

GARY JARVIS, MAYOR OF DESTIN

PUBLIC SERVICES DEPARTMENT APPROVAL:

THIS CERTIFIES THAT THIS PLAT WAS PRESENTED TO THE PUBLIC SERVICES DEPARTMENT, CITY OF DESTIN, FLORIDA AND APPROVED BY THEM ON THE _____ DAY OF _____, 2021.

MICHAEL BURGESS, PUBLIC SERVICES DIRECTOR

CITY SURVEYOR'S CERTIFICATE:

THIS IS TO CERTIFY THAT THIS PLAT HAS BEEN REVIEWED BY THE CITY SURVEYOR OF THE CITY OF DESTIN, OKALOOSA COUNTY, FLORIDA AND MEETS THE REQUIREMENTS OF CHAPTER 177 PART I, OF THE FLORIDA STATUTES AND WAS APPROVED BY HIM ON THE _____ DAY OF _____, 2021.

ERIC B. STUART, CITY SURVEYOR
FLORIDA REGISTRATION NO. 6707

CITY OF DESTIN APPROVAL:

THE CITY OF DESTIN, HAVING EXAMINED THE WRITTEN PLAT ON THE _____ DAY OF _____, 2021, DOES HEREBY APPROVE THE PLAT FOR RECORDING.

LANCE JOHNSON, CITY MANAGER

REY BAILEY, CITY CLERK

SURVEYOR'S CERTIFICATE:

I, SHANNON D. CLATCHEY, HEREBY CERTIFY THAT I PREPARED THIS PLAT AND THAT IT IS A TRUE AND CORRECT REPRESENTATION OF LAND SURVEYED UNDER MY DIRECTION AND SUPERVISION, THE PERMANENT REFERENCE MONUMENTS HAVE BEEN SET AS INDICATED HEREON AND THAT IT COMPLIES WITH ALL THE PROVISIONS OF CHAPTER 177, FLORIDA STATUTES.

SHANNON D. CLATCHEY, PROFESSIONAL LAND SURVEYOR AND MAPPER No. 6178
RARE EARTH SURVEYING & MAPPING, INC. - LB#7350
NICEVILLE, FLORIDA 32578
PHONE 850-729-2722
FAX 850-729-2797

THIS PLAT PREPARED BY:

RARE EARTH SURVEYING & MAPPING, INC. - LB# 7350
1430 PINE STREET
NICEVILLE, FLORIDA 32578
850-729-2722 FAX 850-729-2797

DESTIN COTTAGES

PLAT BOOK _____, PAGE _____

SHEET 1 OF 2

DESTIN COTTAGES

A PLANNED UNIT DEVELOPMENT

A REPLAT OF 412 KELLY STREET, LOT 170 & LOT 171, BLOCK D, SECOND REVISION OF CALHOUNS SUBDIVISION OF ADDITION TO THE TOWN OF DESTIN FLORIDA, RECORDED IN PLAT BOOK 2, PAGE 43(A), OF THE PUBLIC RECORDS OF OKALOOSA COUNTY, FLORIDA.

SHEET INDEX :

- 1.) DEDICATION AND CERTIFICATE SHEET
- 2.) PLAT BOUNDARY INFORMATION

ABBREVIATIONS:

R/W = RIGHT-OF-WAY
CM = CONCRETE MONUMENT
NO. OR # = NUMBER
TYP. = TYPICAL
(R) = RADIAL
(°) = DEGREES
(') = MINUTES OR FEET
(") = SECONDS
L.B. = LAND SURVEYING BUSINESS
P.B. = PLAT BOOK
O.R. = OFFICIAL RECORDS
LSB = LANDSCAPE BUFFER
PG. = PAGE
PRM = PERMANENT REFERENCE MONUMENT
P.C.P. = PERMANENT CONTROL POINT
BSL = BSL
N = NORTH
S = SOUTH
E = EAST
W = WEST
AC. = ACRES

LEGEND :

- = DENOTES PERMANENT CONTROL POINT
PLACED PK NAIL AND DISK (L.B. # 7350)
- = PERMANENT REFERENCE MONUMENT, SET (P.R.M.)
(4" X 4" CONCRETE MONUMENT, L.B. #7350)
- = FOUND 4" CONCRETE MONUMENT NO #
- = PLACED 1/2" IRON ROD WITH CAP LB #7350
- = 25' X 40' COMMUNITY PARK

NOTICE:

FLORIDA STATUTE 177.091 (27)
THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THIS PLAT. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.

GENERAL NOTES:

1. BEARINGS SHOWN HEREON ARE BASED ON THE SOUTHWESTERLY BOUNDARY LINE OF SUBJECT PARCEL HAVING A BEARING OF NORTH 44°13'50" WEST.
2. ALL LOT LINES DEPICTED HEREON ARE NON-RADIAL (N.R.) UNLESS OTHERWISE NOTED.
3. ALL INTERIOR LOT CORNERS WILL BE MONUMENTED IN ACCORDANCE WITH FLORIDA STATUTE 177.091 (9).
4. THIS PLAT HAS BEEN PREPARED FROM A PREVIOUS BOUNDARY SURVEY OF THE SUBJECT PROPERTY BY RARE EARTH, INC. (PROJECT NUMBER: 16-0326) AND MEETS THE MINIMUM TECHNICAL STANDARDS FOR SURVEYS AS DEFINED IN CHAPTER 5J-17 OF THE FLORIDA STATUTES.

THIS PLAT PREPARED BY:

RARE EARTH SURVEYING & MAPPING, INC. - LB# 7350
1430 PINE STREET
NICEVILLE, FLORIDA 32578
850-729-2722 FAX 850-729-2797

DESTIN COTTAGES

DESTIN COTTAGES

DESTIN, FLORIDA

VICINITY MAP

LOCATION OF PROJECT
DESTIN, FLORIDA

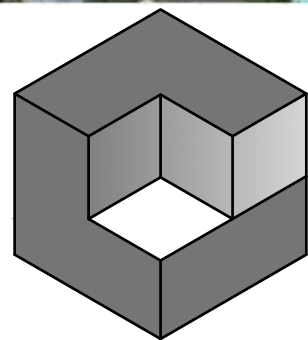
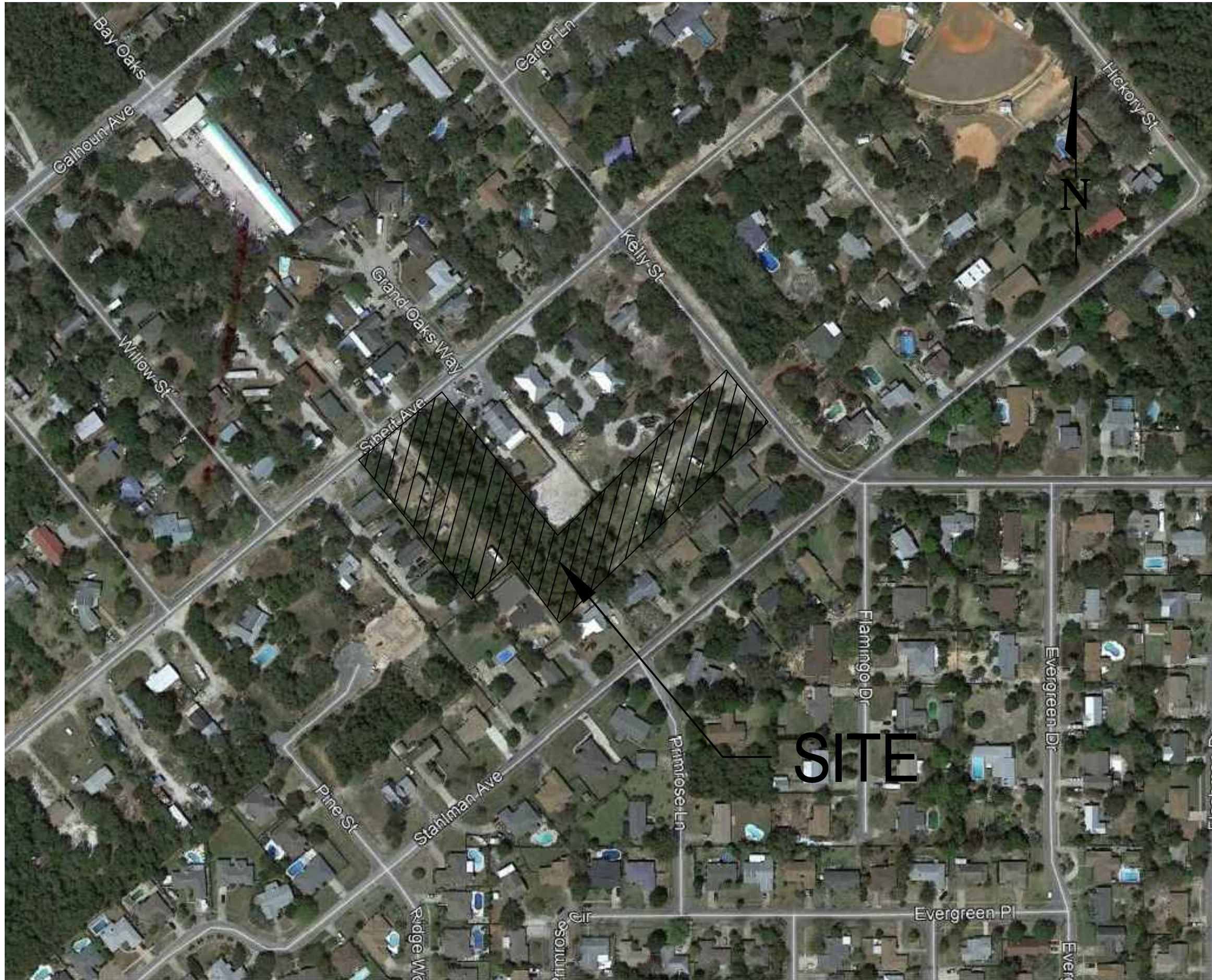
PARCEL NOS.: 00-2S-22-0716-000D-1710/1720 &
00-2S-22-0716-000H-0010

LEGAL DESCRIPTION

AS FURNISHED

PARCEL NO. 1
THE EAST 200 FEET OF THE FOLLOWING: BEGINNING AT A POINT ON THE NORTH RIGHT OF WAY LINE OF U.S. HIGHWAY 98 WHICH IS 150 FEET NORTHERLY AT RIGHT ANGLES TO RIGHT OF WAY FROM THE POINT ON THE SOUTH RIGHT OF WAY WHICH IS 4100 FEET DUE EAST OF THE EAST LINE OF REVISED SECOND EAST PASS ADDITION TO DESTIN, AS RECORDED IN PLAT BOOK 1, PAGE 19A, OKALOOSA COUNTY, FLORIDA, THENCE EASTERLY ALONG RIGHT OF WAY 320 FEET, THENCE NORTHERLY AT RIGHT ANGLES 263 FEET, THENCE WESTERLY AT RIGHT ANGLES 770 FEET, THENCE SOUTHERLY AT RIGHT ANGLES 263 FEET TO RIGHT OF WAY, THENCE EASTERLY AT RIGHT ANGLES 450 FEET TO POINT OF BEGINNING.

PARCEL NO. 2
COMMENCING AT A POINT ON THE NORTH R/W OF U.S. 98 WHICH IS 150 FEET NORTHERLY AT RIGHT ANGLES TO R/W FROM THE POINT ON THE SOUTH R/W WHICH IS 4100 FEET DUE EAST OF THE EAST LINE OF REVISED SECOND EAST PASS ADDITION TO DESTIN, PLAT BOOK 1, PAGE 19A, OKALOOSA COUNTY, FLORIDA, THENCE EASTERLY ALONG R/W 70 FEET TO POB THENCE CONTINUE EASTERLY ALONG R/W 50 FEET, THENCE NORTHERLY AT RIGHT ANGLES 263 FEET, THENCE WESTERLY AT RIGHT ANGLES 50 FEET, THENCE SOUTHERLY AT RIGHT ANGLES 263 FEET TO POB.



CORE ENGINEERING & CONSULTING, INC.
CIVIL & ENVIRONMENTAL ENGINEERING
3997 COMMONS DRIVE W. PHONE: (850) 650-2646
SUITE F FAX: (850) 837-1576
DESTIN, FLORIDA 32541 WEB: WWW.CORECONSULTING.COM
CERTIFICATE OF AUTHORIZATION NO. 28155

PREPARED FOR:
LISA A. FLETCHER TRUST
9 WEEKEWACHEE CIRCLE
DESTIN, FL 32541
Contact: Brad Fletcher

UTILITY CONTACT INFORMATION:

CONTRACTOR SHALL HAVE ALL EXISTING BURIED UTILITIES "LINE SPOTTED" BY CALLING 1-800-432-4770 "CALL SUNSHINE" OR BY CONTACTING LOCAL UTILITY COMPANIES.

WATER & SEWER:
DESTIN WATER USERS
218 MAIN STREET
DESTIN, FL 32541
PHONE: (850) 837-6146

ELECTRICAL:
GULF POWER
140 HOLLYWOOD BLVD SW
FT WALTON BEACH, FL 32548
PHONE: (850) 225-5797

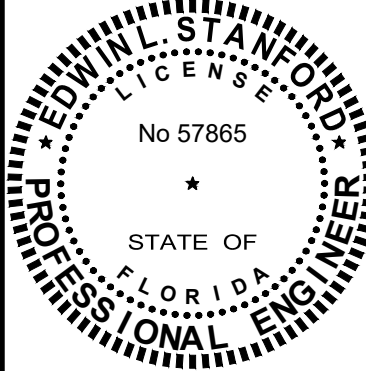
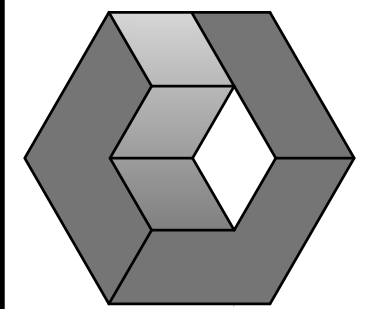
GAS:
OKALOOSA GAS DISTRICT
367 VALPARAISO BLVD.
VALPARAISO, FL 32580
PHONE: (850) 729-4700

INDEX OF DRAWINGS		
SHEET	TITLE	DESCRIPTION
GENERAL		
1	G1.01	COVER SHEET & INDEX OF DRAWINGS
SITE PLANS		
2	C1.01	EXISTING CONDITIONS/DEMOLITION PLAN
3	C1.02	SITE PLAN
4	C1.03	GRADING/DRAINAGE PLAN
5	C1.04	EROSION CONTROL/VEHICLE PARKING PLAN
6	C1.05	UTILITY PLAN
7	C1.06	PLAN & PROFILE 1 OF 2
8	C1.05	PLAN & PROFILE 2 OF 2
9	L1.01	LANDSCAPING PLAN
10	LP1.01	LIGHTING PLAN
DETAILS		
11	C2.01	DETAILS 1 OF 2
12	C2.02	DETAILS 2 OF 2
SPECIFICATIONS		
13	C3.01	SPECIFICATIONS 1 OF 2
14	C3.02	SPECIFICATIONS 2 OF 2

SITE DATA TABLE		
PARCEL ID	00-2S-22-0310-000D-1700/1710 & 00-2S-22-0716-000H-0010	
PROPOSED USE	SINGLE-FAMILY RESIDENTIAL	
TOTAL SITE AREA	110,525.43 SF/ 2.537 AC	
OPEN SPACE (MIN)	27,631.36 S.F. (25%)	49,098 S.F. (44.4%)

REVISION LOG		
DATE	REV	DESCRIPTION
6/3/2020	0	ISSUE FOR DEVELOPMENT ORDER
10/1/2020	1	TRT REVIEW AND RESPONSE
2/22/2021	2	TRT 2nd REVIEW AND RESPONSE

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CORECONSULTING.COM

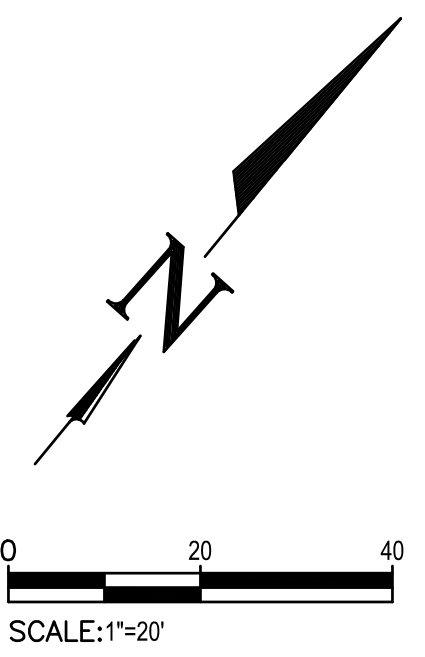
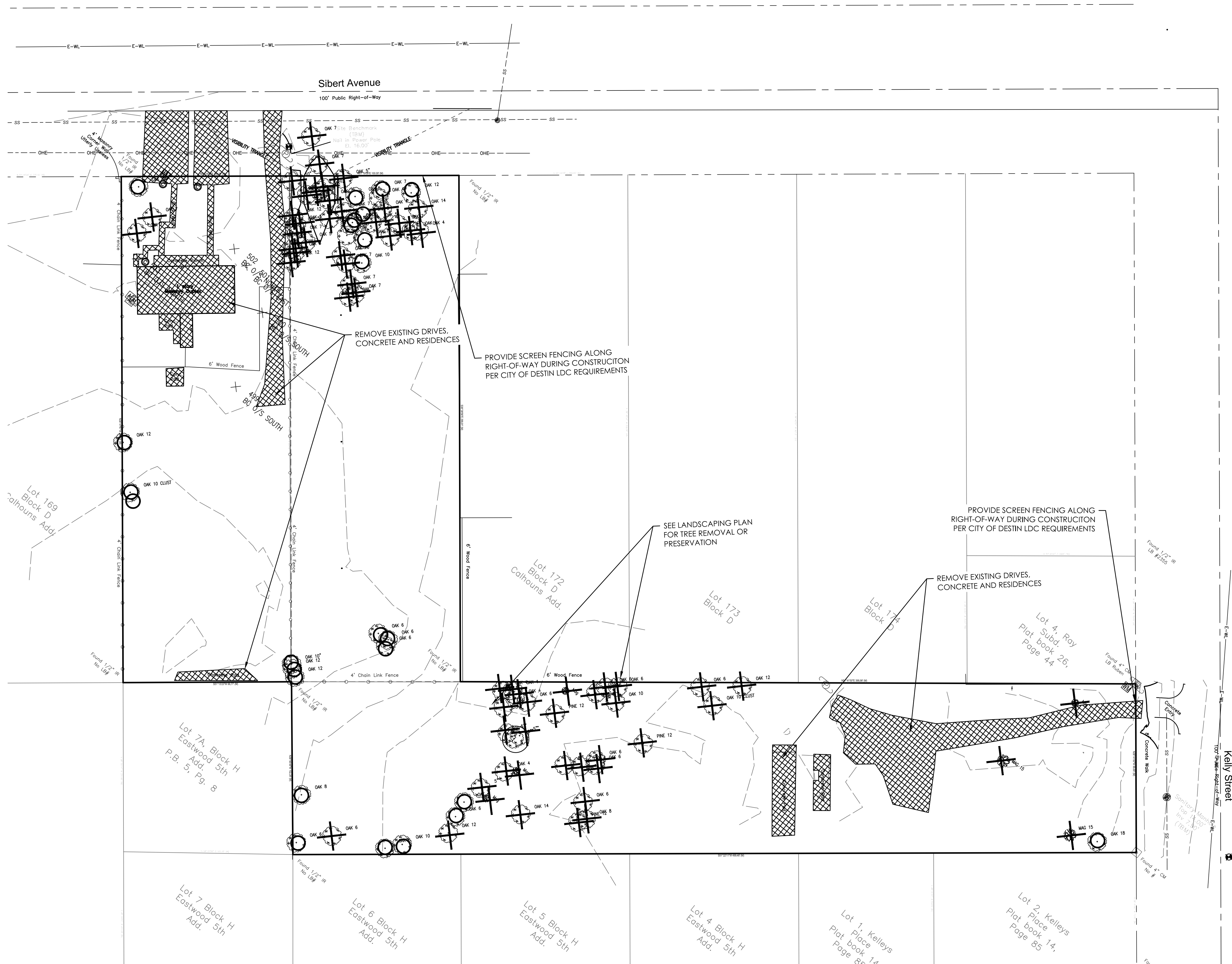


REVISIONS:		DESCRIPTION
REV	DATE	

DESTIN COTTAGES PUD SUBDIVISION	DESTIN, FLORIDA 32541	COVER
Not valid unless bearing Engineer's seal & original signature		

Job:	0600.19.001
Date:	02/07/20
Designed:	ELS
Drawn By:	ZDB
Checked:	ELS
DRAWING NUMBER	G1.01
SHEET NUMBER	1 OF 14

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- NOTES:
1. PRIOR TO THE COMMENCEMENT OF DEMOLITION/CONSTRUCTION, CONSTRUCTION SITE SCREENING, MEETING THE REQUIREMENTS OF THE DESTIN CODE OF ORDINANCES, SECTION 6-51 SCREEN CRITERIA, SHALL BE ERECTED AROUND THE ENTIRE PERIMETER OF THE SUBJECT PROPERTY.
 2. ANY EXISTING INFRASTRUCTURE THAT IS TO BE USED IN FINAL DEVELOPMENT IS TO BE STORED BY CONTRACTOR.
 3. ON-SITE CONTROL MEASURES SHALL BE IMPLEMENTED FOR THE STORAGE OF DEBRIS TO PREVENT WIND-DRIVEN/ WATER-DRIVEN SCATTERING OF MATERIALS.
 4. IT IS THE DUTY OF THE CONTRACTOR/ OWNER TO KEEP THE ADJACENT AND SURROUNDING AREA CLEAN OF LITTER AND DEBRIS.

- TREE TO BE PRESERVED
✕ TREE TO BE REMOVED



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FAX. 850.837.1576
CORECONSULTING.COM

CERTIFICATE OF AUTHORIZATION NO. 28155

REVISIONS:	
REV	DESCRIPTION

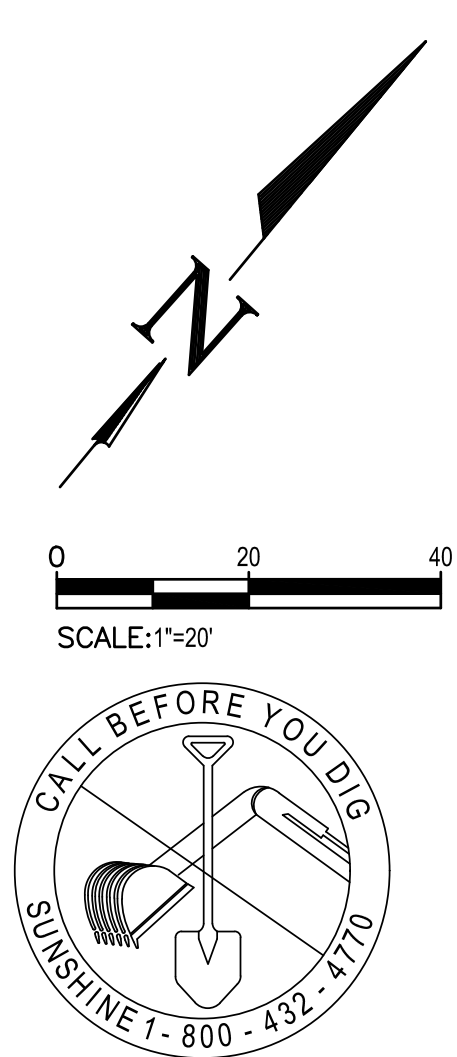
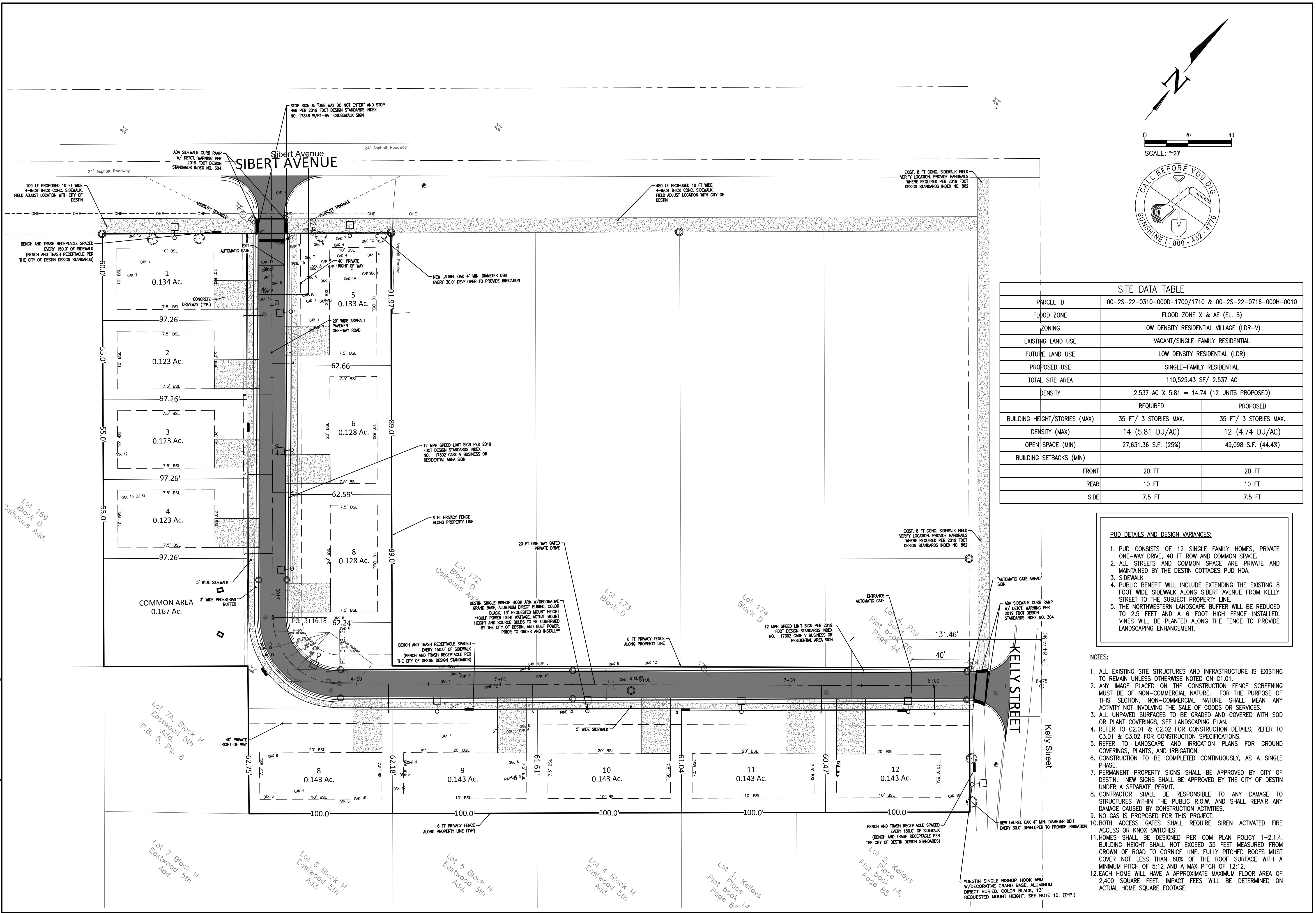
DESTIN COTTAGES PUD
SUBDIVISION

DESTIN, FLORIDA 32541
EXISTING CONDITIONS/DEMOLITION

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Job:	0600.19.001
Date:	02/07/20
Designed:	ELS
Drawn By:	ZDB
Checked:	ELS
DRAWING NUMBER C1.01	
SHEET NUMBER 2 OF 14	

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SITE DATA TABLE		
PARCEL ID	00-25-22-0310-0000-1700/1710 & 00-25-22-0716-000H-0010	
FLOOD ZONE	FLOOD ZONE X & AE (EL. 8)	
ZONING	LOW DENSITY RESIDENTIAL VILLAGE (LDR-V)	
EXISTING LAND USE	VACANT/SINGLE-FAMILY RESIDENTIAL	
FUTURE LAND USE	LOW DENSITY RESIDENTIAL (LDR)	
PROPOSED USE	SINGLE-FAMILY RESIDENTIAL	
TOTAL SITE AREA	110,525.43 SF/ 2.537 AC	
DENSITY	REQUIRED	PROPOSED
	2.537 AC X 5.81 = 14.74 (12 UNITS PROPOSED)	
BUILDING HEIGHT/STORIES (MAX)	35 FT/ 3 STORIES MAX.	35 FT/ 3 STORIES MAX.
DENSITY (MAX)	14 (5.81 DU/AC)	12 (4.74 DU/AC)
OPEN SPACE (MIN)	27,631.36 S.F. (25%)	49,098 S.F. (44.4%)
BUILDING SETBACKS (MIN)	FRONT	20 FT
	REAR	10 FT
	SIDE	7.5 FT

- PUD DETAILS AND DESIGN VARIANCES:**
- PUD CONSISTS OF 12 SINGLE FAMILY HOMES, PRIVATE ONE-WAY DRIVE, 40 FT ROW AND COMMON SPACE.
 - ALL STREETS AND COMMON SPACE ARE PRIVATE AND MAINTAINED BY THE DESTIN COTTAGES PUD HOA.
 - SIDEWALK
 - PUBLIC BENEFIT WILL INCLUDE EXTENDING THE EXISTING 8 FOOT WIDE SIDEWALK ALONG SIBERT AVENUE FROM KELLY STREET TO THE SUBJECT PROPERTY LINE.
 - THE NORTHWESTERN LANDSCAPE BUFFER WILL BE REDUCED TO 2.5 FEET AND A 6 FOOT HIGH FENCE INSTALLED. VINES WILL BE PLANTED ALONG THE FENCE TO PROVIDE LANDSCAPING ENHANCEMENT.

- NOTES:**
- ALL EXISTING SITE STRUCTURES AND INFRASTRUCTURE IS EXISTING TO REMAIN UNLESS OTHERWISE NOTED ON C1.01.
 - ANY IMAGE PLACED ON THE CONSTRUCTION FENCE SCREENING MUST BE OF NON-COMMERCIAL NATURE. FOR THE PURPOSE OF THIS SECTION, NON-COMMERCIAL NATURE SHALL MEAN ANY ACTIVITY NOT INVOLVING THE SALE OF GOODS OR SERVICES.
 - ALL UNPAVED SURFACES TO BE GRADED AND COVERED WITH SOD OR PLANT COVERINGS, SEE LANDSCAPING PLAN.
 - REFER TO C2.01 & C2.02 FOR CONSTRUCTION DETAILS, REFER TO C3.01 & C3.02 FOR CONSTRUCTION SPECIFICATIONS.
 - REFER TO LANDSCAPE AND IRRIGATION PLANS FOR GROUND COVERINGS, PLANTS, AND IRRIGATION.
 - CONSTRUCTION TO BE COMPLETED CONTINUOUSLY, AS A SINGLE PHASE.
 - PERMANENT PROPERTY SIGNS SHALL BE APPROVED BY CITY OF DESTIN. NEW SIGNS SHALL BE APPROVED BY THE CITY OF DESTIN UNDER A SEPARATE PERMIT.
 - CONTRACTOR SHALL BE RESPONSIBLE TO ANY DAMAGE TO STRUCTURES WITHIN THE PUBLIC R.O.W. AND SHALL REPAIR ANY DAMAGE CAUSED BY CONSTRUCTION ACTIVITIES.
 - NO GAS IS PROPOSED FOR THIS PROJECT.
 - BOTH ACCESS GATES SHALL REQUIRE SIREN ACTIVATED FIRE ACCESS OR KNOX SWITCHES.
 - HOMES SHALL BE DESIGNED PER COM PLAN POLICY 1-2.1.4. BUILDING HEIGHT SHALL NOT EXCEED 35 FEET MEASURED FROM CROWN OF ROAD TO CORNICE LINE. FULLY PITCHED ROOFS MUST COVER NOT LESS THAN 60% OF THE ROOF SURFACE WITH A MINIMUM PITCH OF 5:12 AND A MAX PITCH OF 12:12.
 - EACH HOME WILL HAVE A APPROXIMATE MAXIMUM FLOOR AREA OF 2,400 SQUARE FEET. IMPACT FEES WILL BE DETERMINED ON ACTUAL HOME SQUARE FOOTAGE.

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CORECONSULTING.COM

CERTIFICATE OF AUTHORIZATION NO. 28155

DESTIN COTTAGES PUD
SUBDIVISION

DESTIN, FLORIDA 32541

SITE PLAN

Job: 0600.19.001

Date: 02/07/20

Designed: ELS

Drawn By: ZDB

Checked: ELS

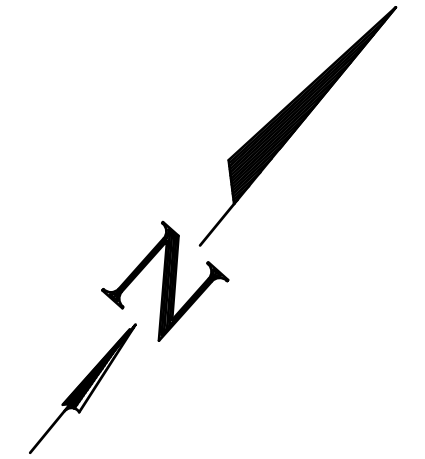
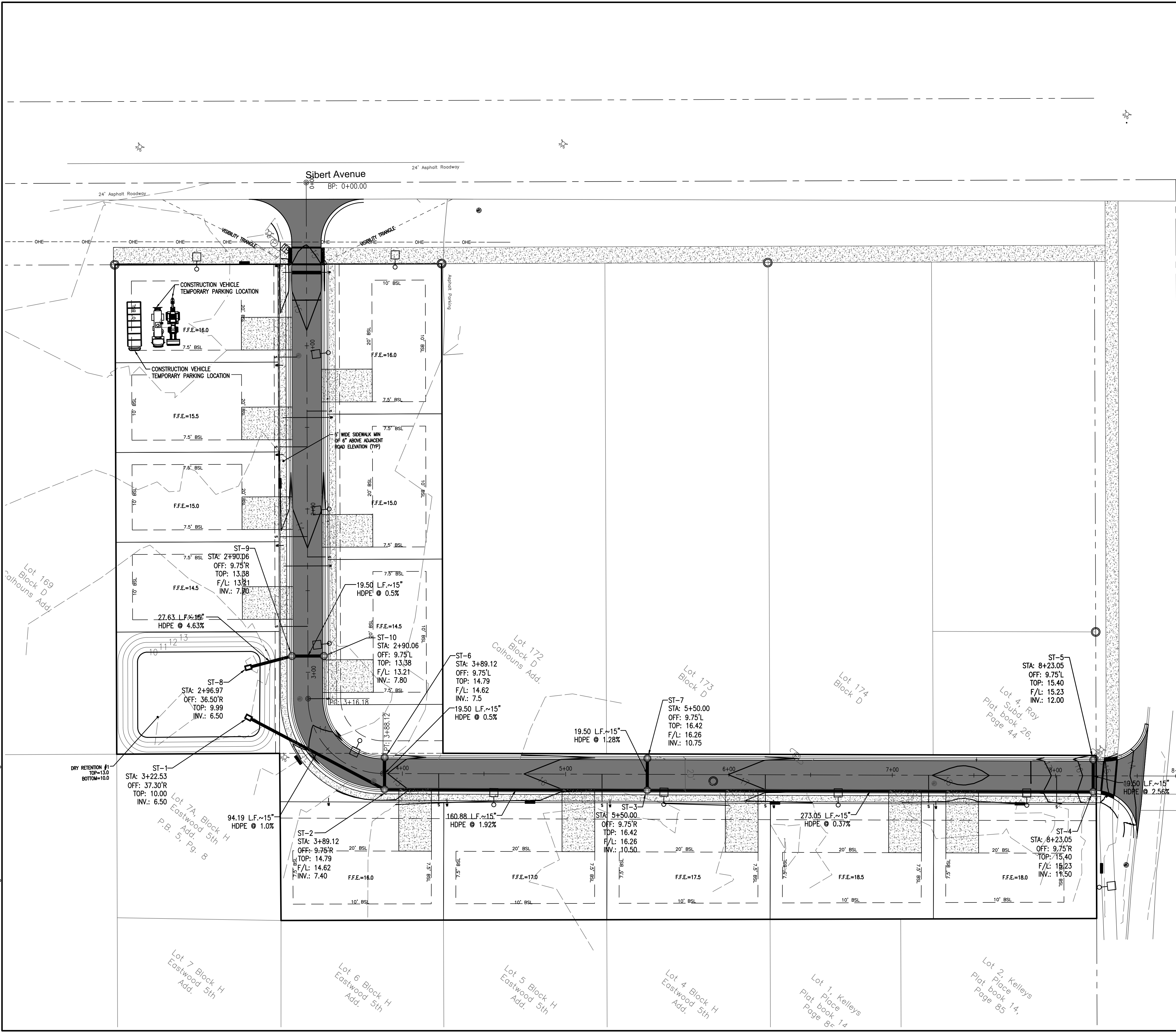
DRAWING NUMBER
C1.02

SHEET NUMBER
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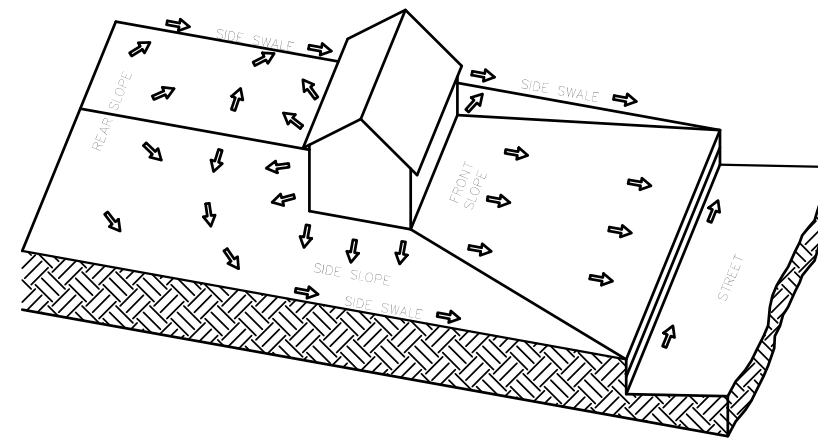


0 20 40
SCALE: 1"=20'



LOT IMPERVIOUS SURFACE SUMMARY:
SUMMARY BELOW INCLUDES BUILDING FOOTPRINT AND THAT
PORTION OF THE DRIVEWAY OUTSIDE OF SIDEWALK/ROAD.

LOT 1	3,130 S.F.
LOT 2	3,130 S.F.
LOT 3	3,130 S.F.
LOT 4	3,130 S.F.
LOT 5	3,230 S.F.
LOT 6	3,230 S.F.
LOT 7	3,230 S.F.
LOT 8	3,730 S.F.
LOT 9	3,730 S.F.
LOT 10	3,730 S.F.
LOT 11	3,730 S.F.
LOT 12	3,350 S.F.



TYPICAL LOT GRADING
NOT TO SCALE

- GENERAL NOTES:
- DIRECT ALL ROOF DRAINS TO THE ROADWAY.
 - ALL EXCAVATED MATERIAL NOT USED ON SITE WILL BE HAULED OFF SITE DURING CONSTRUCTION.
 - LIMIT OFFSITE RUNOFF BY COVERING ALL TRUCKS IN ACCORDANCE WITH STATE REQUIREMENTS. SITE WILL BE MONITORED DAILY AND RIGHT-OF-WAY CLEARED OF ANY DEBRIS ON AN AS-NEEDED BASIS DURING CONSTRUCTION.
 - MAINTAIN EROSION PROTECTION DURING SITE CONSTRUCTION.
 - ALL GRADING OPERATIONS WILL BE SUSPENDED WHEN WINDS EXCEED 30 MILE PER HOUR.

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CORECONSULTING.COM

CERTIFICATE OF AUTHORIZATION NO. 28155

EDWIN L. STANFORD
LICENSE
No 57865
STATE OF FLORIDA
PROFESSIONAL ENGINEER

REV	DATE	DESCRIPTION

DESTIN COTTAGES PUD
SUBDIVISION

DESTIN, FLORIDA 32541
GRADING PLAN

Job: 0600.19.001
Date: 02/07/20
Designed: ELS
Drawn By: ZDB
Checked: ELS

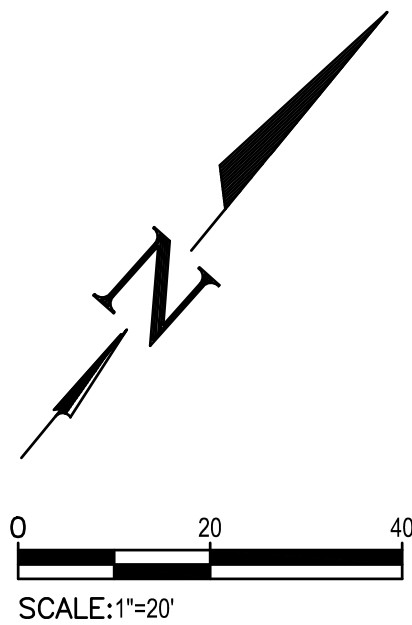
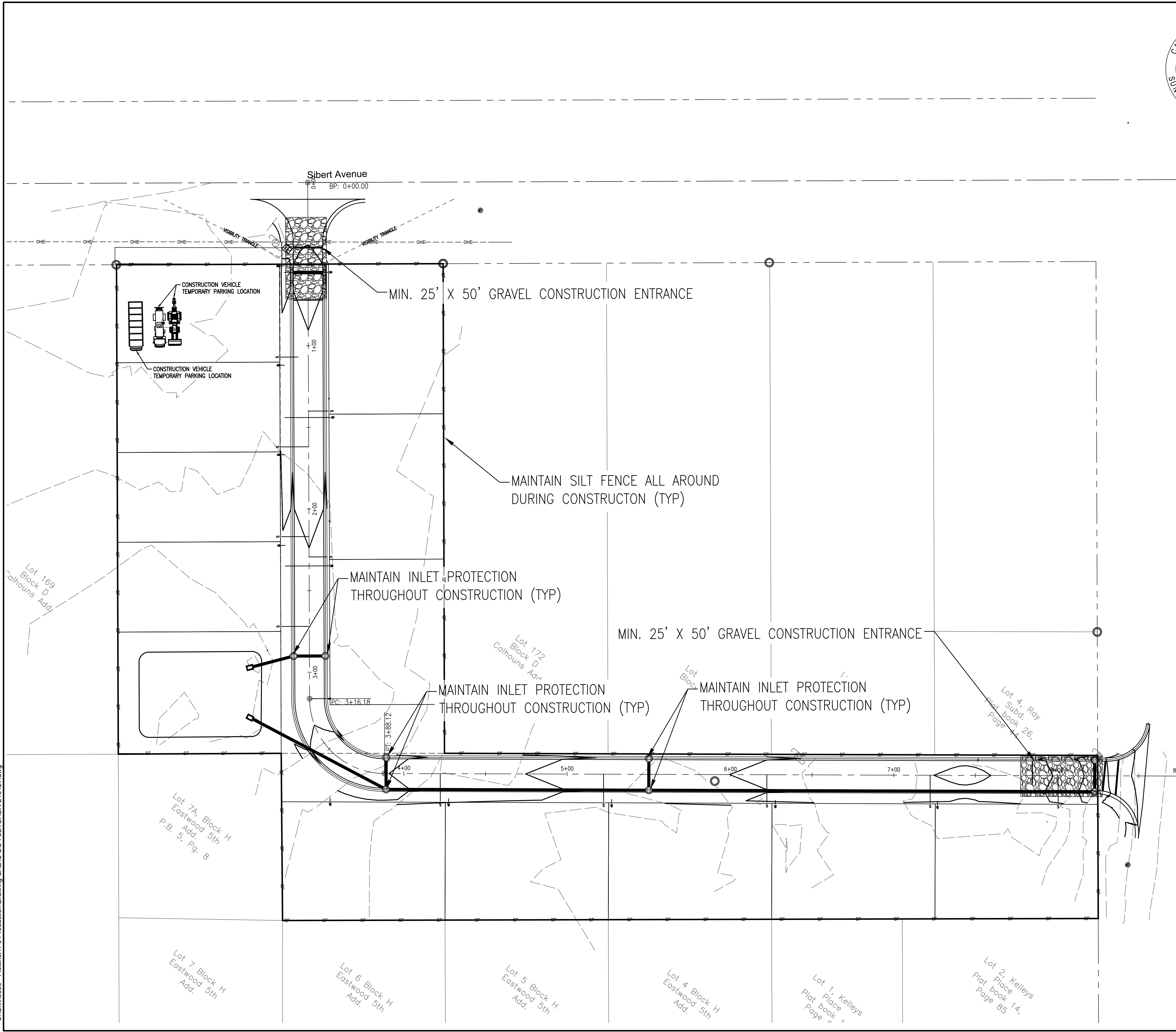
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SHEET NUMBER
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CONSTRUCTION PARKING:

1. CONSTRUCTION VEHICLES PARKED OVERNIGHT ON PROPERTY SHALL BE IN LOCATIONS AS SHOWN ON THIS PLAN.
2. ALL MOTORIZED CONSTRUCTION VEHICLES SHALL BE LOCATED AS FAR AWAY FROM ADJOINING RESIDENTIAL DWELLINGS AS POSSIBLE.
3. VEHICLES SHALL BE PARKED IN PARALLEL ROWS, WITH BOOMS AND BUCKET IN THE LOWERED POSITION.
4. EQUIPMENT SHALL BE PARKED AS TO DETER TAMPERING WITH OR UNAUTHORIZED ACCESS.

CONSTRUCTION VIBRATION:

1. VIBRATIONS FROM PILE DRIVING, EARTHWORK COMPACTION, CONCRETE AND ASPHALT BREAKING, AND OTHER CONSTRUCTION SHALL NOT TRANSMIT GREATER THAN 95 VdB.
2. CONTRACTOR SHALL PROVIDE A WRITTEN DESCRIPTION FOR HOW TO MINIMIZE THE IMPACT ON SURROUNDING PROPERTIES FOR ANY ACTIVITY EXCEEDING THE APPROXIMATE FTA VIBRATION ANNOYANCE THRESHOLD OF 80VdB.

CONSTRUCTION DUST MITIGATION:

1. FOR THE DURATION OF DEMOLITION TO STRUCTURES, WATER SHALL BE APPLIED TO BUILDING EXTERIOR SURFACES, UNPAVED SURFACES WHERE EQUIPMENT WILL OPERATE, AND UNPAVED SURFACES WITHIN 100FT OF THE STRUCTURE
2. THE SITE SHALL BE PRE-WATERED AND BE PHASED TO REDUCE THE AMOUNT OF DISTURBED SURFACE AREA AT ANY ONE TIME.
3. WATER SHALL BE APPLIED TO DRY AREAS DURING LEVELING, GRADING, TRENCHING, AND EARTHMOVING ACTIVITIES.
4. WATER OR DUST SUPPRESSANTS SHALL BE APPLIED ON DISTURBED SURFACES TO FORM A VISIBLE CRUST.
5. WATER SHALL BE APPLIED TO UNPAVED ACCESS ROADS AND EQUIPMENT STORAGE AREAS.
6. WATER APPLICATION EQUIPMENT WILL APPLY WATER TO CONTROL FUGITIVE DUST DURING WIND EVENTS, UNLESS UNSAFE TO DO SO. OUTDOOR CONSTRUCTION ACTIVITIES THAT DISTURB THE SOIL WILL CEASE WHENEVER VISIBLE DUST EMISSIONS CANNOT BE EFFECTIVELY CONTROLLED.
7. EXISTING SPIGOTS AT EACH BUILDING SHALL SUPPLY WATER FOR SPRINKLERS WHERE APPLICABLE, IF EXISTING HYDRANTS ARE REQUIRED FOR SPRINKLERS, SEE LOCATION ON PLANS.
8. SEE SITE SCREENING REQUIRED TO HELP MITIGATE DUST FORMING ON ADJACENT PROPERTIES.
9. PRIOR TO CONCRETE APRON PLACEMENT, A THREE INCH LAYER OF AT LEAST ONE INCH OR LARGER IN DIAMETER GRAVEL SHALL BE PLACED AT ENTRANCE/ EXIT OF PROPERTY.
10. WHERE DUST/ DIRT IS TRACKED INTO ROAD, CONTRACTOR SHALL MANUALLY SWEEP THE ROADWAY TO MAINTAIN CLEAN, SAFE PASSAGE.

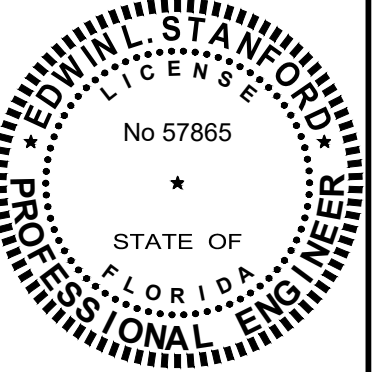
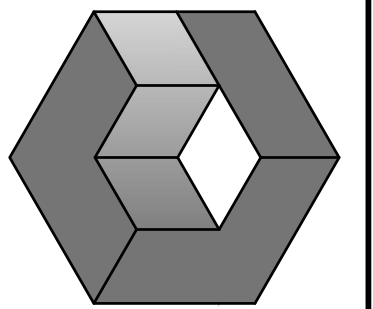
SITE SCREENING:

1. THE SCREEN MATERIAL SHALL BE MADE OF AN OPAQUE MATERIAL CAPABLE OF ALLOWING AIR TO PASS BUT SEMI-PERVIOUS TO DUST AND DIRT. THE SCREENING SHALL BE OF A FINENESS SUCH THAT NO MATERIAL OVER ONE-EIGHTH (1/8) INCH IN SIZE SHALL PASS THROUGH THE MESH. SUCH SCREENING SHALL BE SECURELY AFFIXED TO THE CONSTRUCTION FENCE. FENCE SCREENING SHALL HAVE A MINIMUM HEIGHT OF FIVE (5) FEET AND A MAXIMUM HEIGHT OF EIGHT (8) FEET. THE SCREENING MATERIAL SHALL BE MAINTAINED IN GOOD CONDITION AND TAUT THROUGHOUT THE ALLOTTED PERMIT TIME. THE SCREENING MUST BE KEPT SECURE FROM ANY WIND ACTION. IN CASES WHERE THE FINISHED GRADE OF THE DEVELOPMENT SITE IS HIGHER BY MORE THAN ONE (1) FOOT OR MORE THAN THE GRADE OF THE ADJOINING PROPERTIES, SAID FENCE SCREENING SHALL BE PLACED AT THE FINISHED GRADE AND NOT THE EXISTING GRADE.
2. ANY IMAGE PLACED ON THE CONSTRUCTION FENCE SCREENING MUST BE OF A NON-COMMERCIAL NATURE. FOR THE PURPOSE OF THIS SECTION, NON-COMMERCIAL NATURE SHALL MEAN ANY ACTIVITY NOT INVOLVING THE SALE OF GOOD OR SERVICES.
3. CONTRACTOR SHALL REMOVE SCREENING UPON ANY HURRICANE WARNING IN THE AREA.

CLEAR VISIBILITY TRIANGLE:

1. NOTHING SHALL BE ERECTED, PLACED, PARKED, PLANTED OR ALLOWED TO GROW IN SUCH A MANNER AS TO MATERIALLY IMPEDE VISION BETWEEN A HEIGHT OF TWO FEET AND EIGHT AND A HALF FEET ABOVE THE GRADE.

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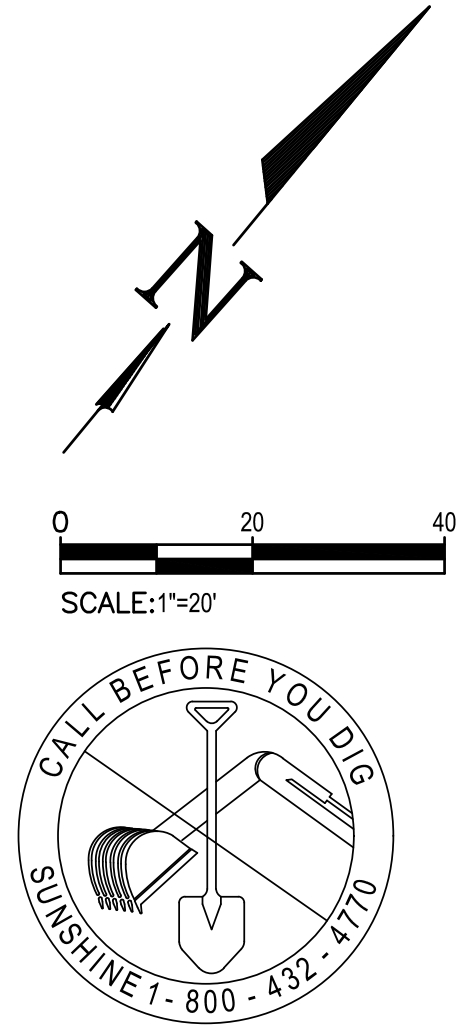
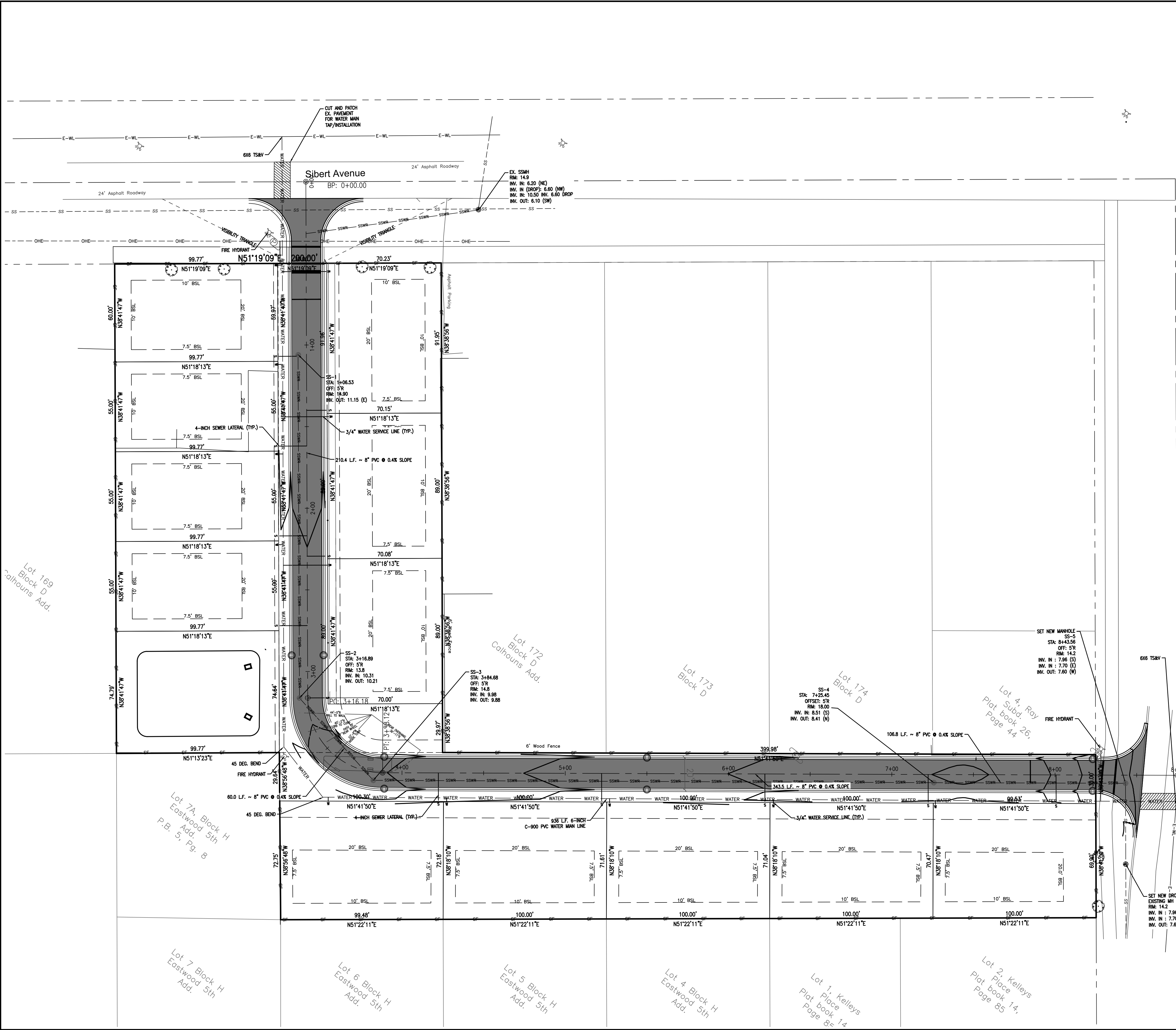
REVISIONS:	DESCRIPTION	
	REV	DATE

DESTIN COTTAGES PUD SUBDIVISION
DESTIN, FLORIDA 32541
EROSION CONTROL AND CONSTRUCTION VEHICLE PLAN
Not valid unless bearing Engineer's seal & original signature

Job:	0600.19.001
Date:	02/07/20
Designed:	ELS
Drawn By:	ZDB
Checked:	ELS
DRAWING NUMBER	
C1.04	
SHEET NUMBER	
5 OF 14	

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- UTILITY NOTES:
- 6"x6" WATER TAPS WILL BE PERFORMED BY DWU, INC. PROVIDE A MINIMUM OF 24 HOURS NOTICE TO DWU.
 - A RECORDED UTILITY EASEMENT IS REQUIRED FOR DESTIN WATER USERS INC. TO MAINTAIN AND OPERATE THE ONSITE WATER AND SEWER SYSTEMS.

CORE ENGINEERING & CONSULTING, INC.
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CERTIFICATE OF AUTHORIZATION NO. 28155

DESTIN COTTAGES PUD
SUBDIVISION

DESTIN, FLORIDA 32541
UTILITY PLAN

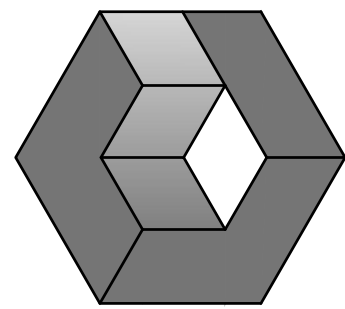
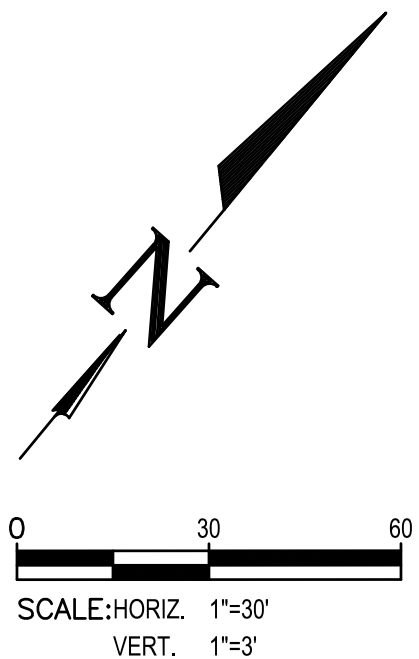
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Date:	02/07/20
Designed:	ELS
Drawn By:	ZDB
Checked:	ELS
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SHEET NUMBER	6 OF 14

REVISIONS:

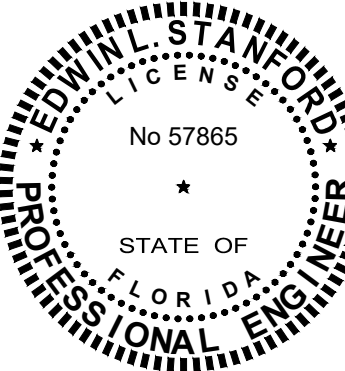
REV	DATE	DESCRIPTION

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CERTIFICATE OF AUTHORIZATION NO. 28155



REVISIONS:	
REV	DESCRIPTION

DESTIN COTTAGES PUD
SUBDIVISION

DESTIN, FLORIDA 32541

PLAN AND PROFILES 2 OF 2

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Job:	0600.19.001
Date:	02/07/20
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Checked:	ELS

DRAWING NUMBER

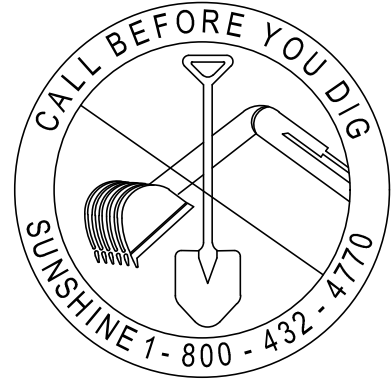
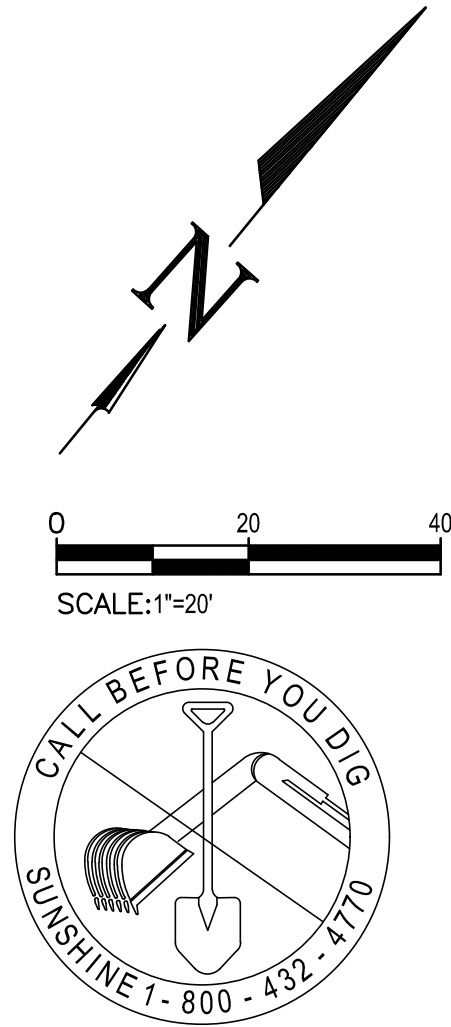
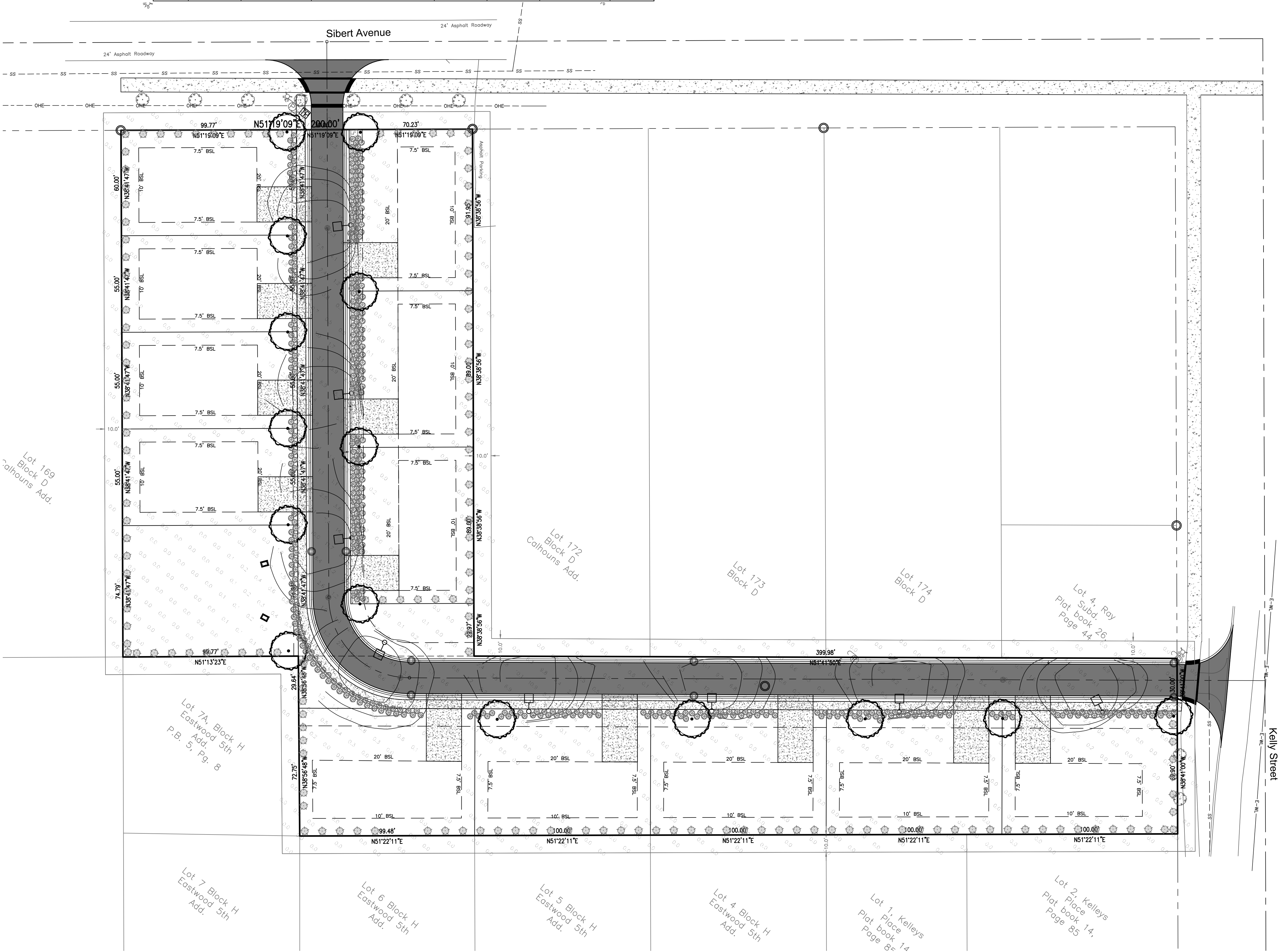
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SHEET NUMBER

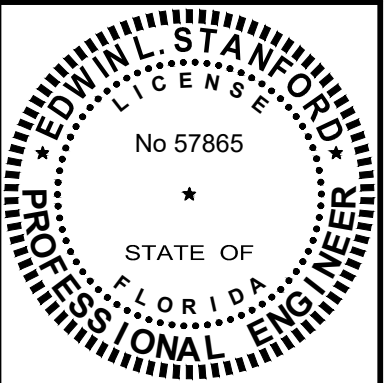
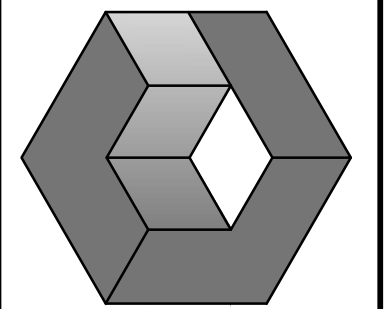
8 OF 14

DESTIN COTTAGES PHOTOMETRIC SCHEDULE	
NOT FOR PRODUCTION USE	1.28
MAXIMUM FOOT-CANDLES	16.2
MINIMUM FOOT-CANDLES	0
MINIMUM TO MAXIMUM FC RATIO	0
MAXIMUM TO MINIMUM FC RATIO	16.2 / 0
AVERAGE TO MINIMUM FC RATIO	1.28 / 0

DESTIN COTTAGES LUMINAIRE SCHEDULE						
CALLOUT	SYMBOL	LAMP	DESCRIPTION	BALLAST	MOUNTING	MODEL
1		(1) ONE 400 WATT CLEAR E28 PULSE STAR™ METAL HALIDE IN PARABOLIC POSITION M-R400 107/CD28PA	Specification Area Luminaire, 400W Metal Halide, R400 Sharp Cut-off Reflector, Full Cutoff Meets the "LIGHTING" RELEVANT CRITERIA	ELECTRONIC	CEILING	Triphos Lighting, KSF2 400W R400
						120V 10' 2W



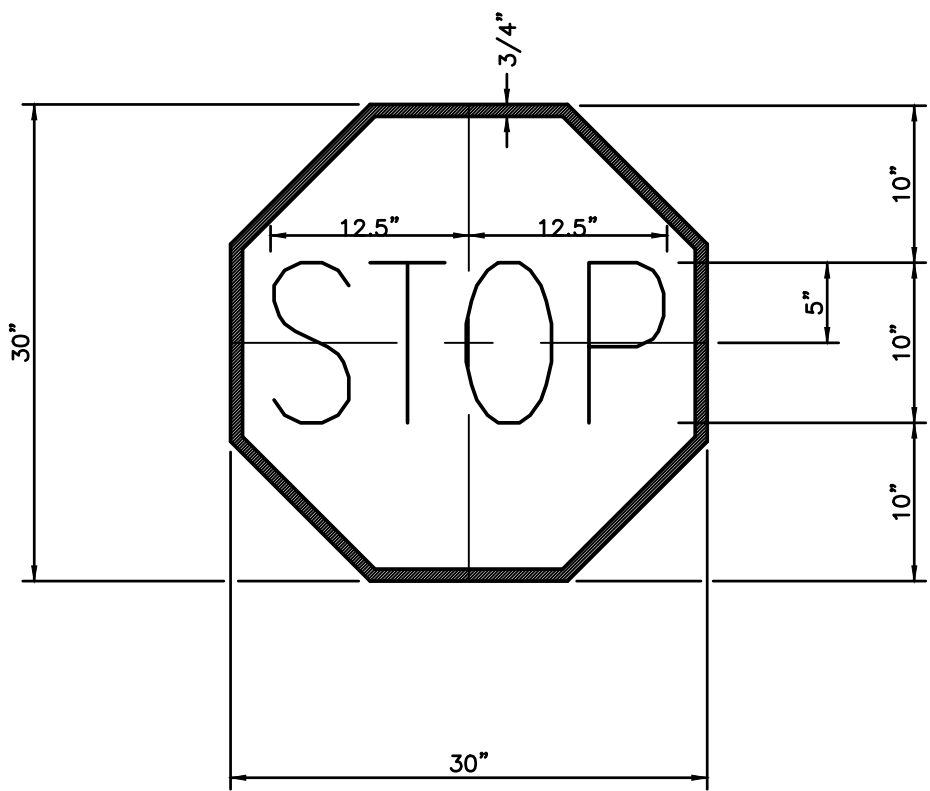
CORE ENGINEERING & CONSULTING, INC.
CIVIL & ENVIRONMENTAL ENGINEERING
3997 COMMONS DRIVE W., SUITE F
DESTIN, FLORIDA 32541
PH. 850.650.2646
FAX. 850.837.1576
CORECONSULTING.COM



REVISIONS:	
REV	DESCRIPTION

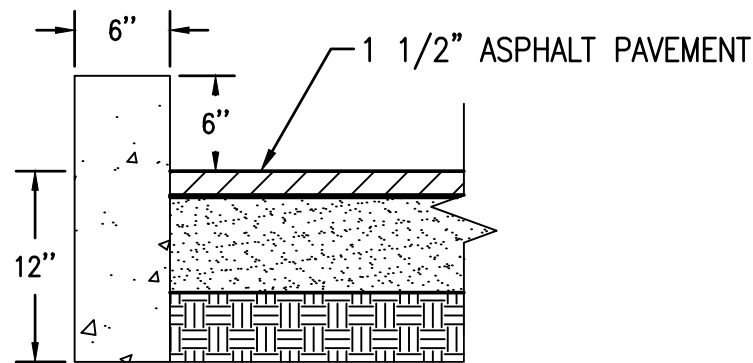
DESTIN COTTAGES PUD SUBDIVISION	
DESTIN, FLORIDA 32541	
LIGHTING PLAN	
Not valid unless bearing Engineer's seal & original signature	
Job:	0600.19.001
Date:	02/07/20
Designed:	ELS
Drawn By:	ZDB
Checked:	ELS
DRAWING NUMBER	
LP1.01	
SHEET NUMBER	
10 OF 14	

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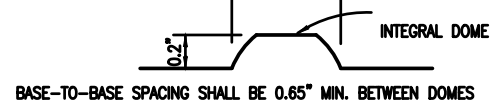
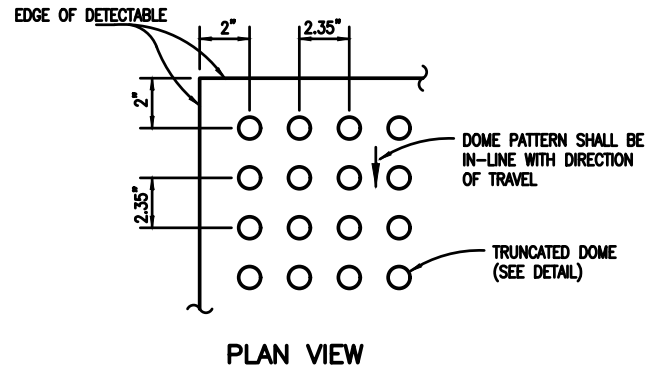


STOP SIGN DETAIL
N.T.S.

NOTE:
SIGN DESIGNATION: R1-1 (REFL.)
RELECTORIZATION: LEGEND, BORDER (REFL.)
BACKGROUND (REFL.)
SIGN COLORS: LEGEND, BORDER (WHITE)
BACKGROUND (RED)

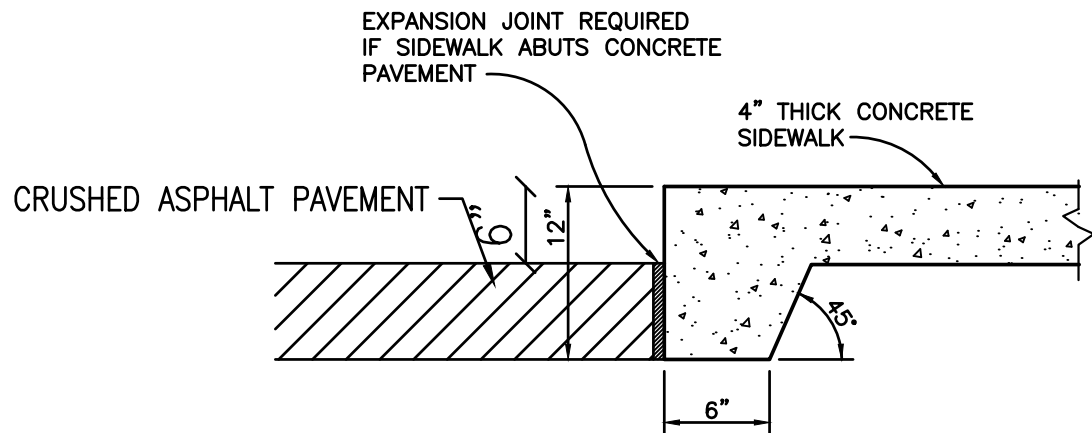


CONCRETE RIBBON CURB DETAIL
N.T.S.



BASE-TO-BASE SPACING SHALL BE 0.65" MIN. BETWEEN DOMES
TRUNCATED DOMES WILL BE INSTALLED IN ACCORDANCE WITH STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION 2007 SECTION 527
CURB RAMP DETECTABLE WARNING SURFACES SHALL EXTEND THE FULL WIDTH OF THE RAMP AND IN THE DIRECTION OF TRAVEL 24" FROM THE BACK OF CURB. DETECTABLE WARNING SURFACES SHALL BE CONSTRUCTED BY TEXTURING A TRUNCATED DOME PATTERN IN CONFORMANCE WITH U.S. DEPARTMENT OF JUSTICE A.D.A. STANDARDS FOR ACCESSIBLE DESIGN, A.D.A. ACCESSIBILITY GUIDELINES, SECTION 4.09.2, (DETAIL SHOWN ABOVE).
TRANSITION SLOPES ARE NOT TO HAVE DETECTABLE WARNING. REFERENCE FOOT QUALIFIED PRODUCTS LIST FOR TRUNCATED DOMES. STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION 2007 SECTION 527

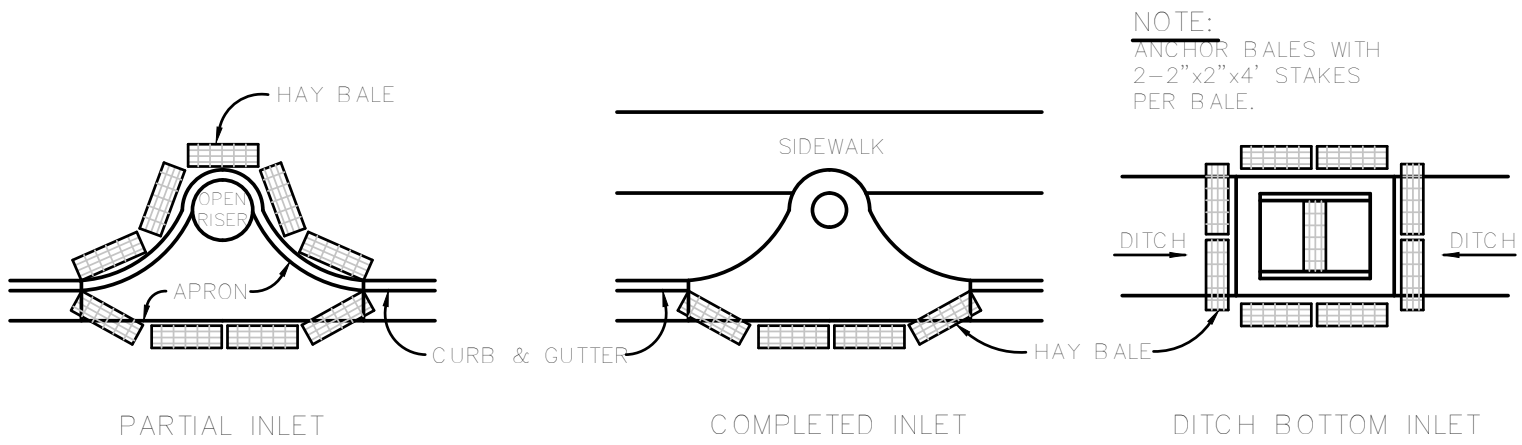
HANDICAP RAMP DETAIL
(F.D.O.T. INDEX No. 304)
N.T.S.



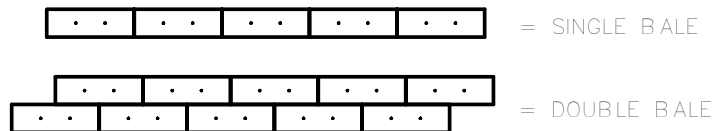
SIDEWALK THICKENED EDGE DETAIL
N.T.S.

THICKENED EDGE SIDEWALK SHALL BE INSTALLED WHEN SIDEWALK ABUTS PAVED PARKING AREA OR STREETS.

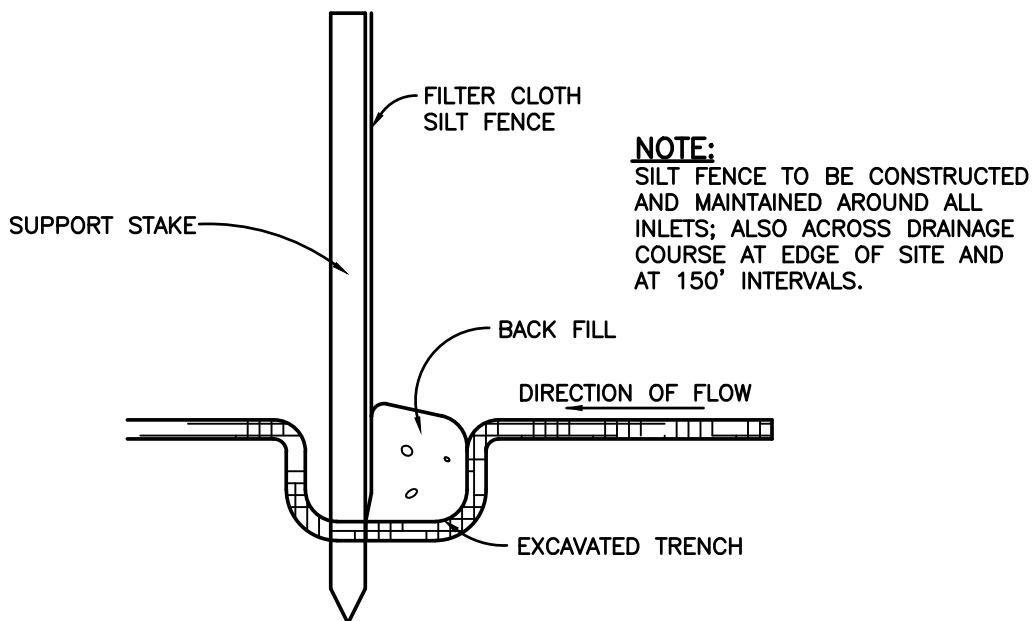
OVERFLOW FLUME DETAIL



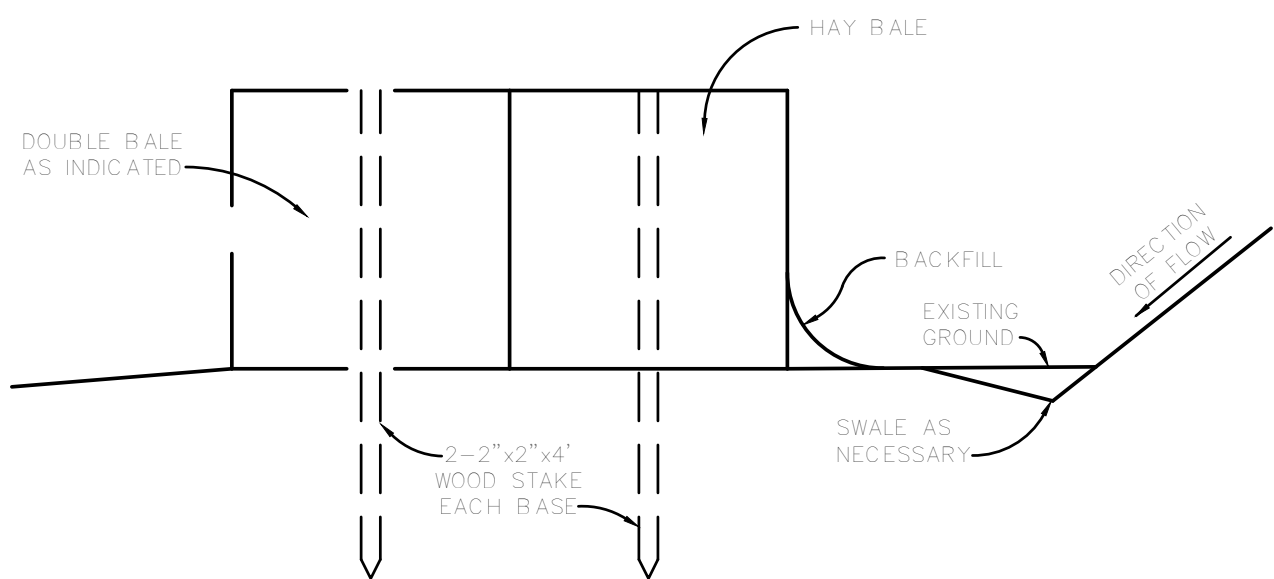
PROTECTION AROUND INLETS OR SIMILAR STRUCTURES



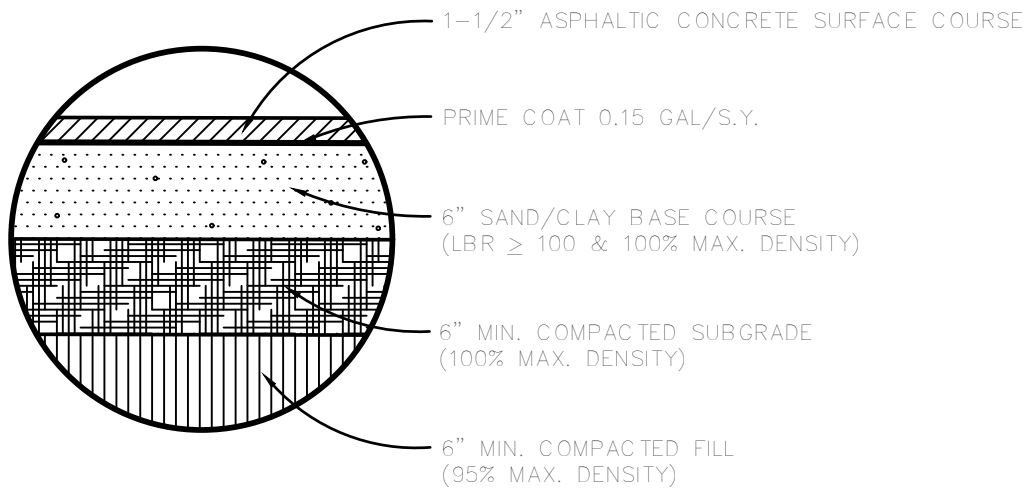
TYPICAL HAY BALE DIKE PLAN



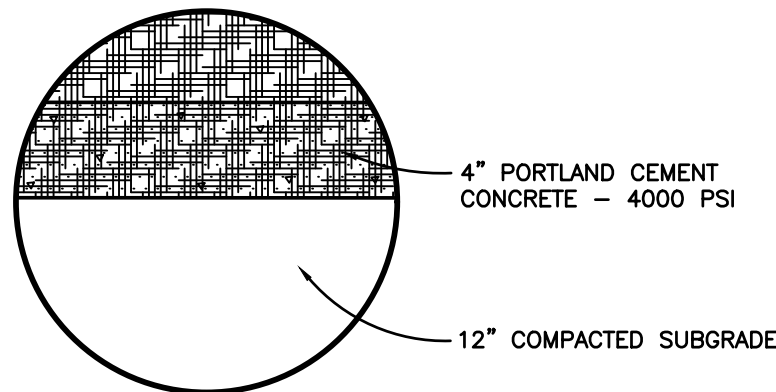
SILT FENCE DETAIL
N.T.S.



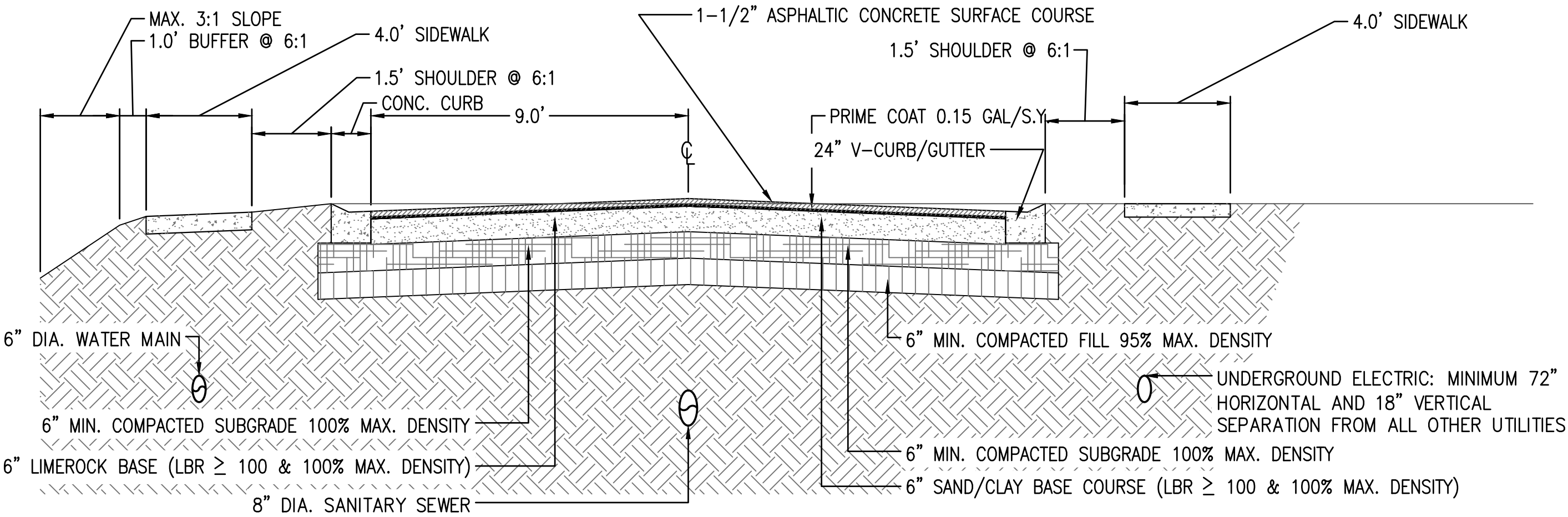
INLET PROTECTION DETAIL
N.T.S.



1-1/2" ASPHALT PAVEMENT DETAIL
N.T.S.

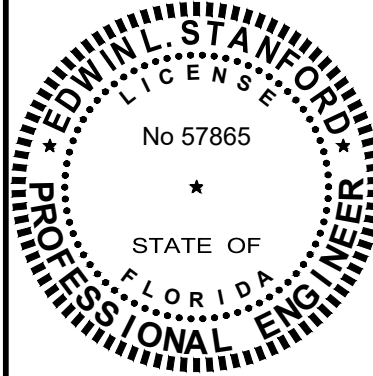
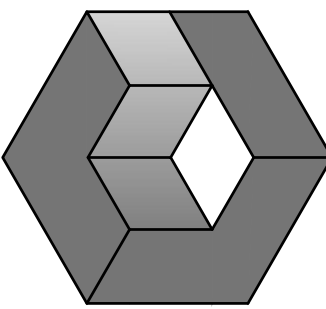


CONCRETE SIDEWALK DETAIL
N.T.S.



TYPICAL ROAD SECTION
N.T.S.

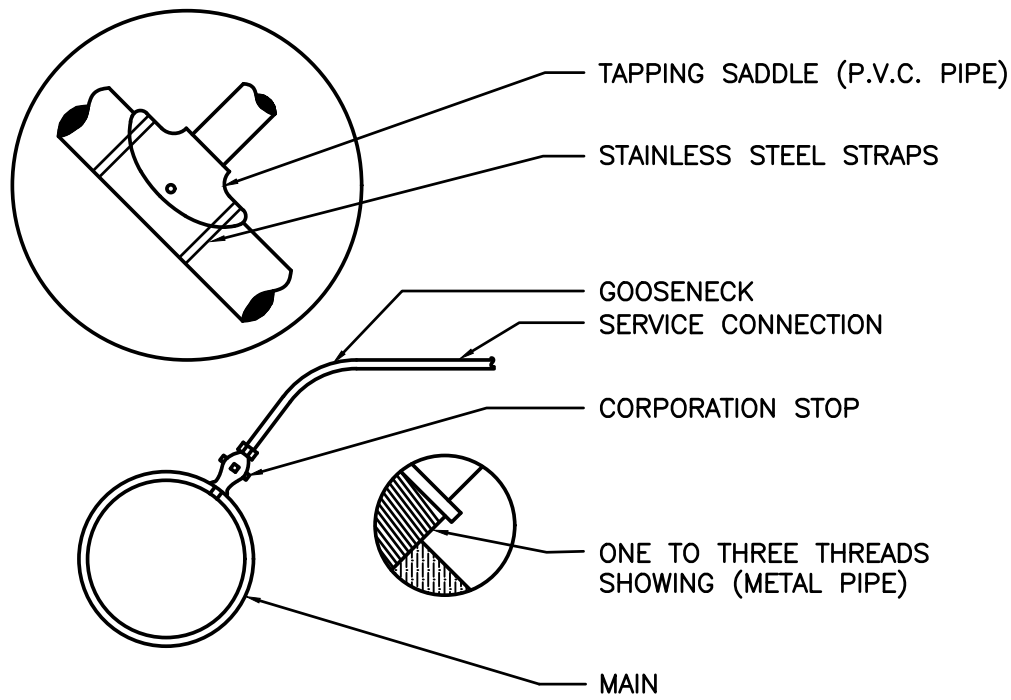
CORE ENGINEERING & CONSULTING, INC.
CIVIL & ENVIRONMENTAL ENGINEERING
3997 COMMONS DRIVE W., SUITE F
DESTIN, FLORIDA 32541
PH. 850.650.2646
FAX. 850.837.1576
CORECONSULTING.COM



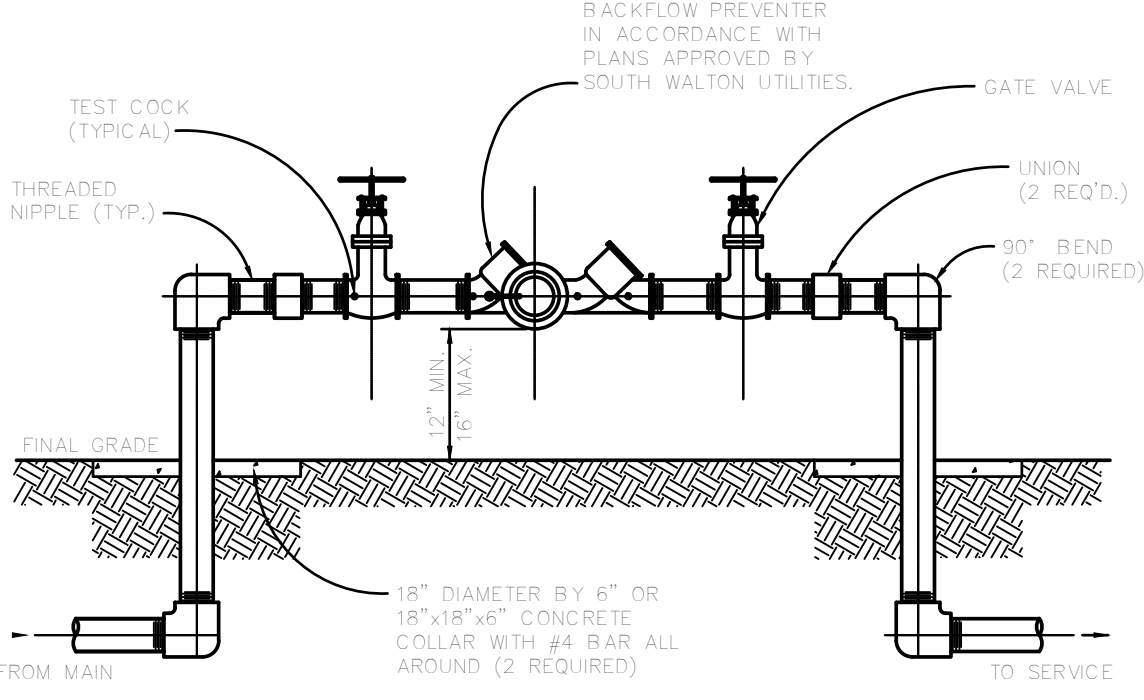
REVISIONS:		DESCRIPTION
REV	DATE	

DESTIN COTTAGES PUD
SUBDIVISION
DESTIN, FLORIDA 32541
DETAILS 1 OF 2
Not valid unless bearing Engineer's seal & original signature
THIS DRAWING IS THE PROPERTY OF CORE ENGINEERING & CONSULTING, INC. & IS NOT TO BE REPRODUCED WITHOUT EXPRESSED WRITTEN CONSENT.

Job:	0600.19.001
Date:	02/07/20
Designed:	ELS
Drawn By:	ZDB
Checked:	ELS
DRAWING NUMBER	C2.01
SHEET NUMBER	11 OF 14

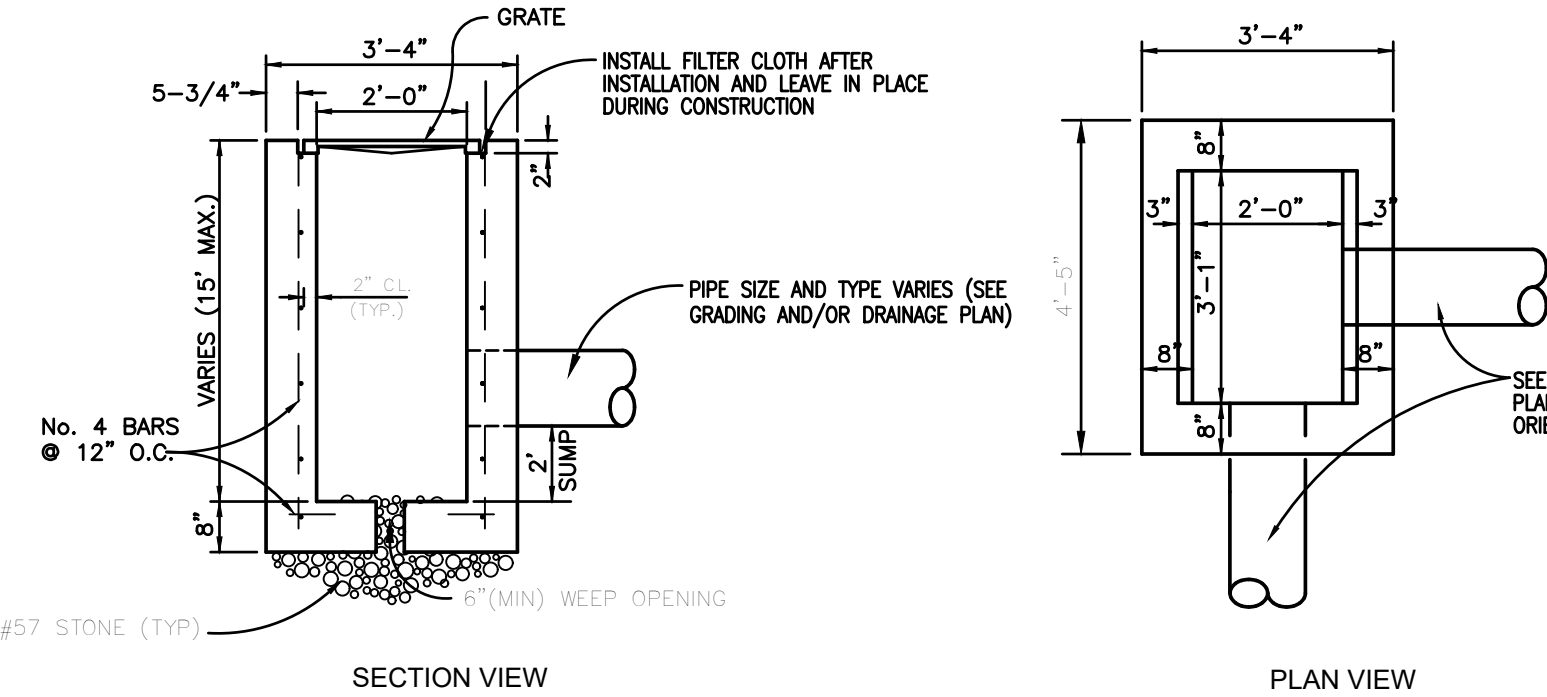


SERVICE CONNECTION DETAIL

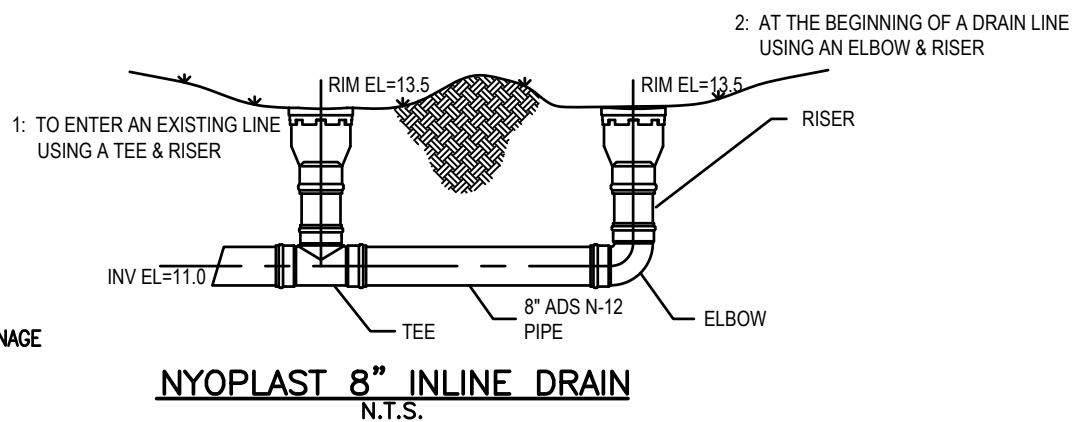


NOTE:
1. ALL PIPE AND FITTINGS 2" AND SMALLER SHALL BE
THREADED SCHEDULE 40 GALVANIZED STEEL OR BRASS.

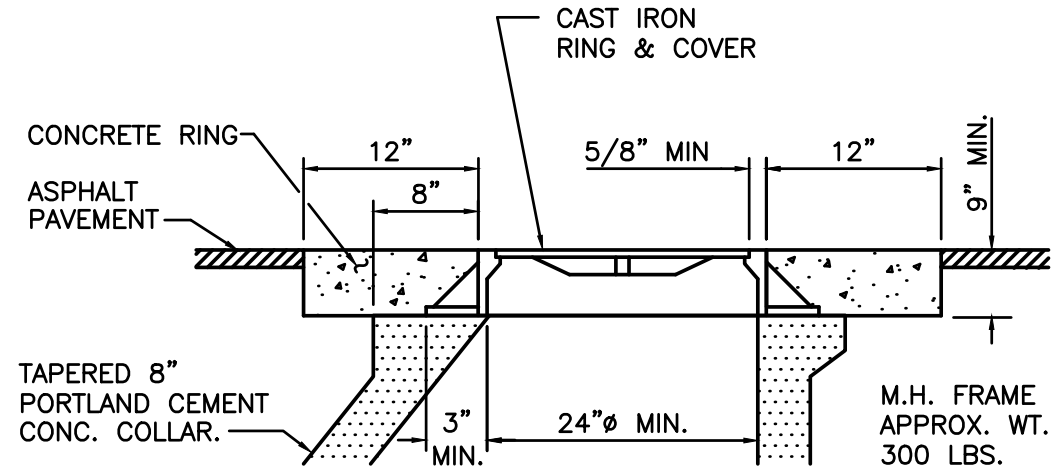
REDUCED PRESSURE BACKFLOW PREVENTER



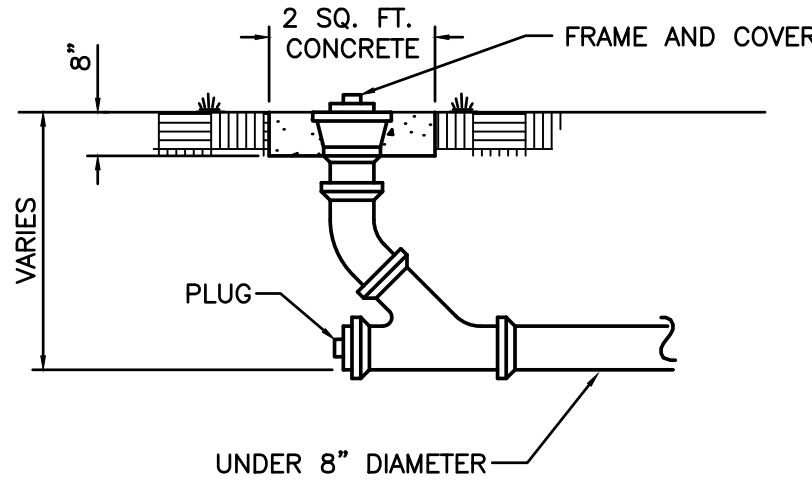
TYPE "C" CATCH BASIN DETAIL (INLET NO. 12)
(F.D.O.T. INDEX No. 232)
N.T.S.



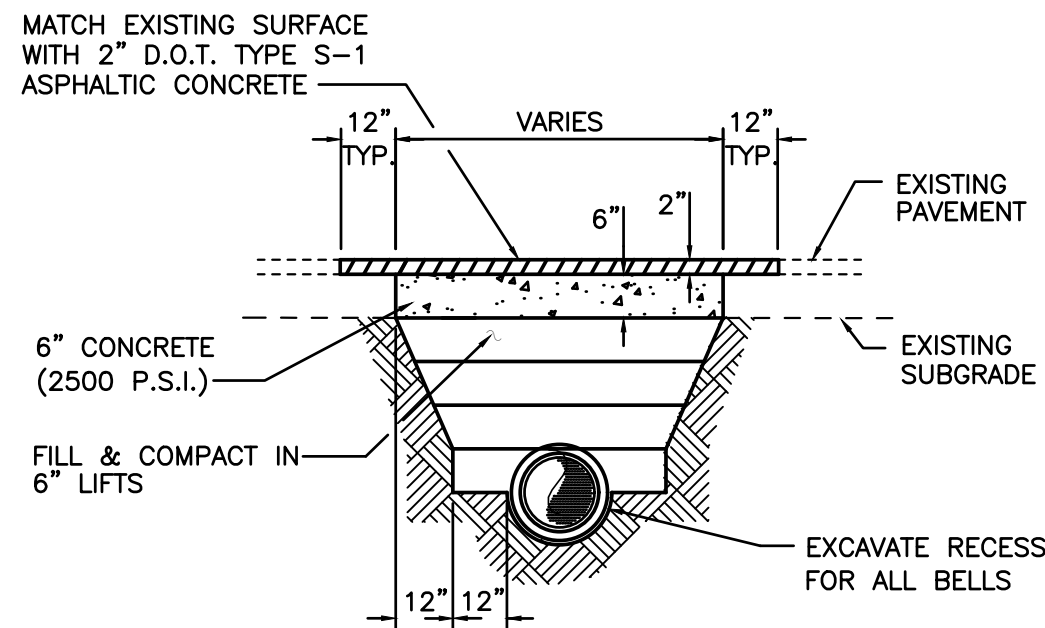
NYOPLAST 8" INLINE DRAIN
N.T.S.



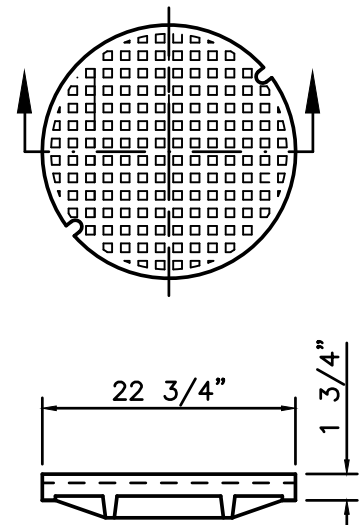
MANHOLE IN PAVED AREA



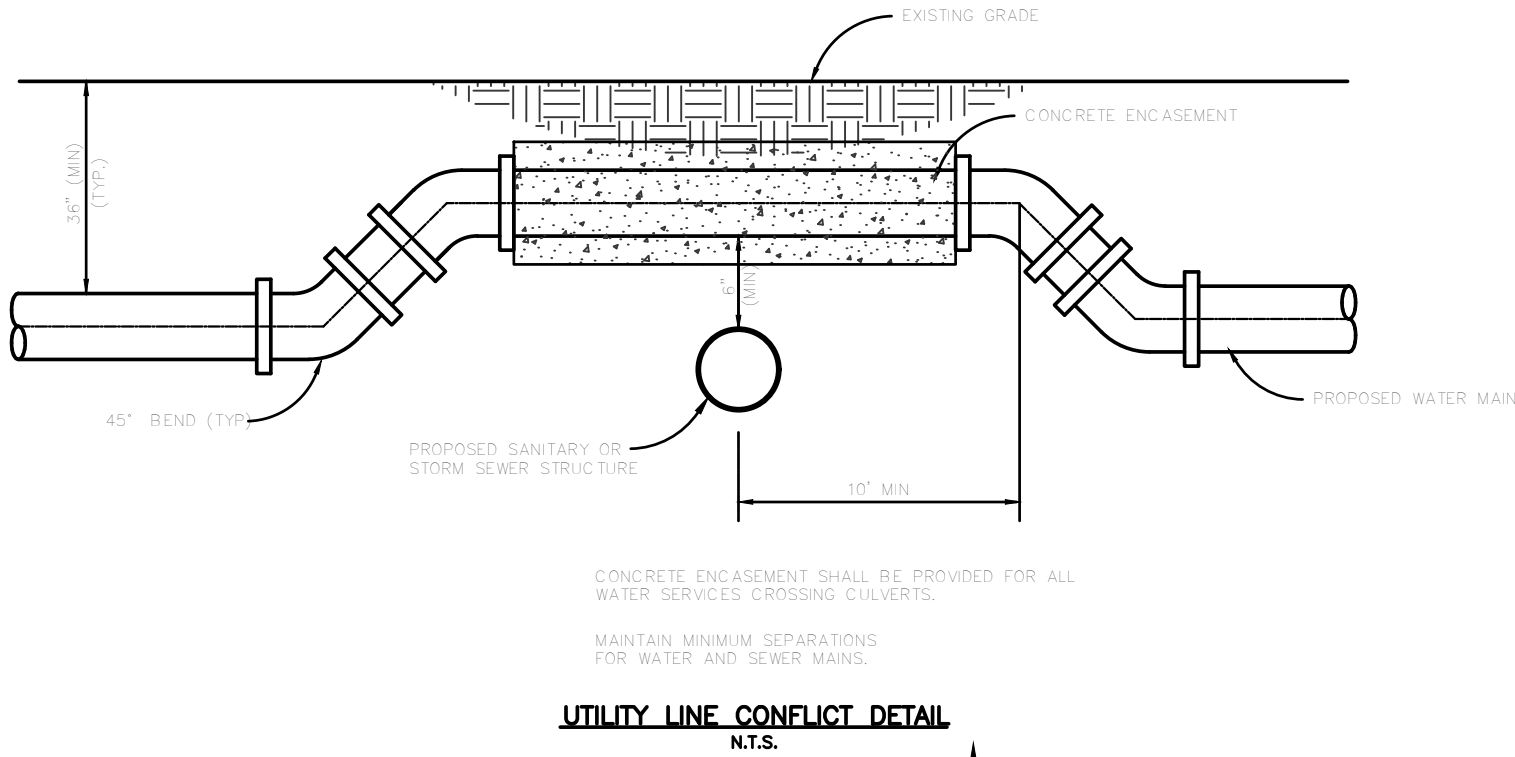
CLEAN OUT DETAIL



STREET PATCH DETAIL



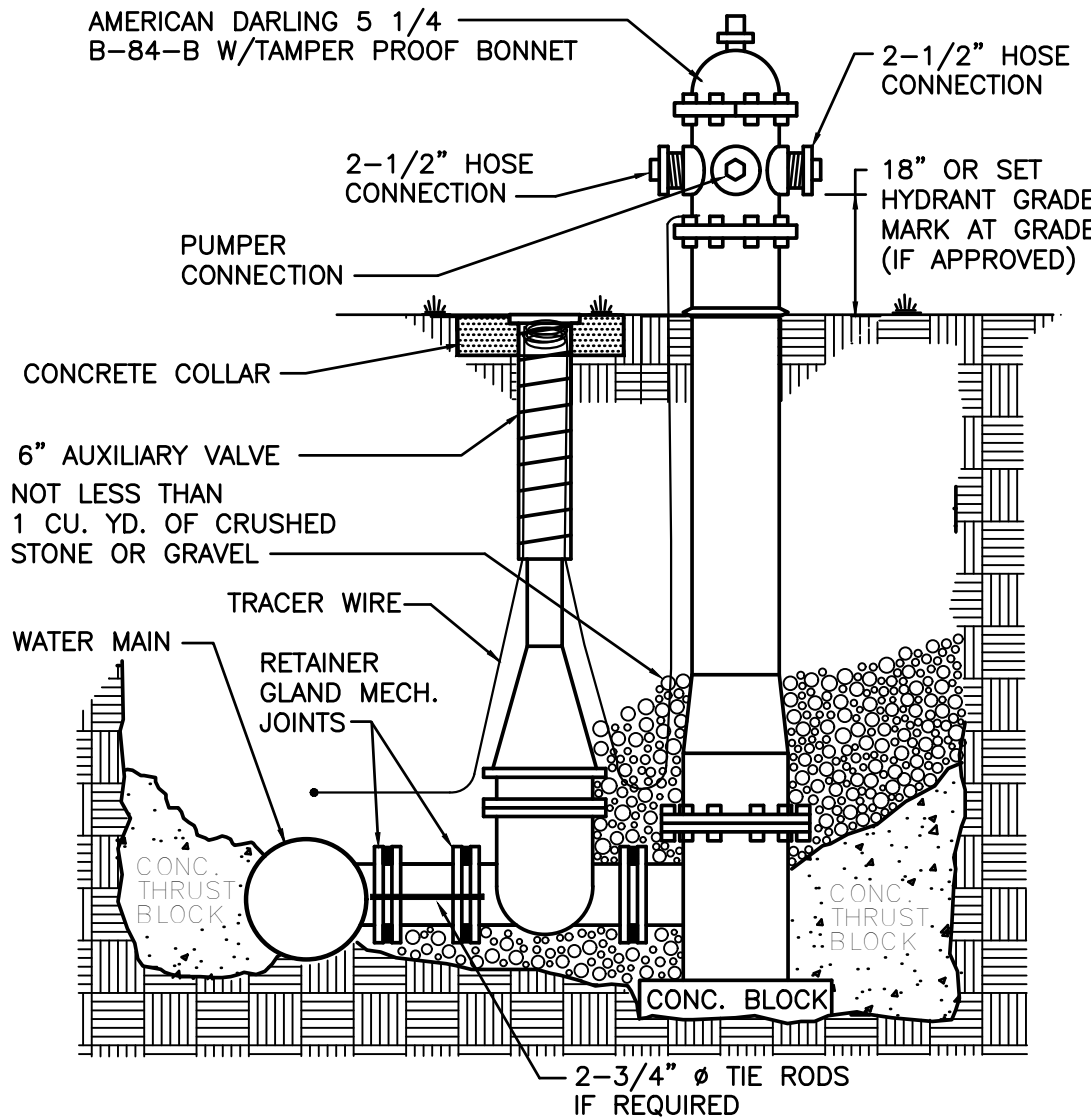
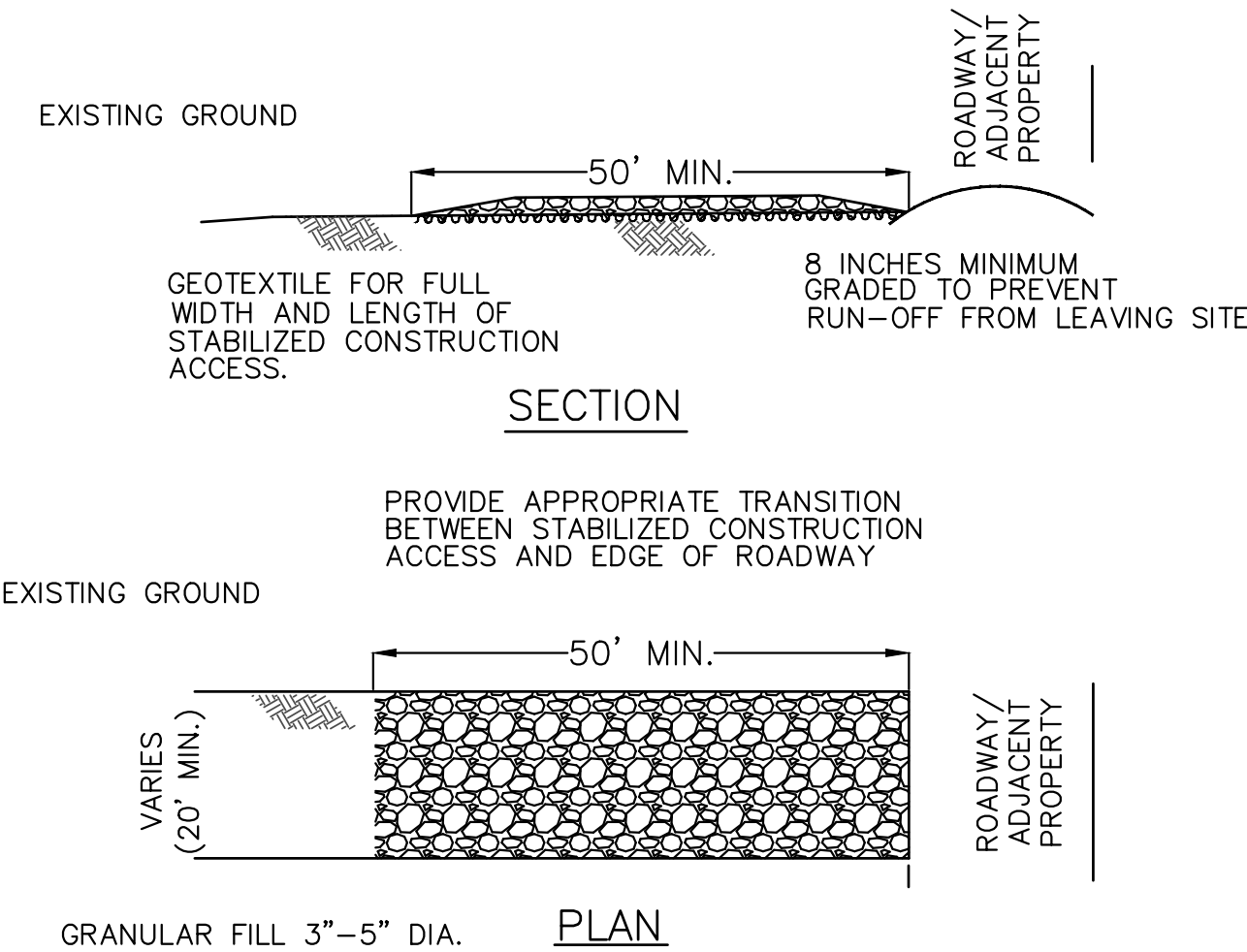
SOLID- INDENTED
APPROX. WEIGHT 150 LBS.
M.H. COVER



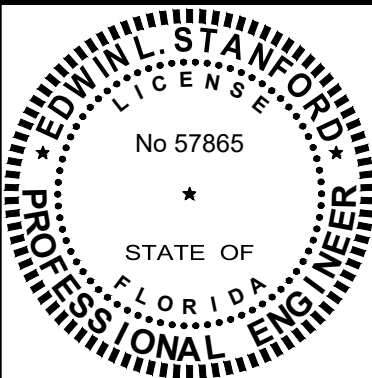
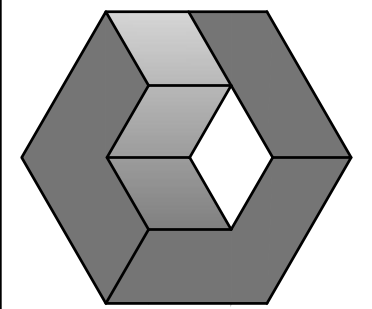
UTILITY LINE CONFLICT DETAIL
N.T.S.

PLAN
NOTES:
M = 8" WHERE N = 8" OR 12"
M = 10" WHERE N = 15"
M = 12" WHERE N = 18"
S = 8" MIN. THICKNESS OF CONC. ENCASEMENT ALL AROUND DROP PIPE.
MIN. DIAM. OF DROP PIPE LINE TO BE NOT SMALLER THAN THE DIAM. OF THE ENTERING SEWER BY MORE THAN TWO NOMINAL DIAMS. PROVIDED THE MIN. DIAM. SHALL NOT BE LESS THAN 8".

COMPACTED BACKFILL
CL OF DROP PIPE TO BE AT SAME ELEVATION AS



NOTES:



REV	DATE	DESCRIPTION

Job:	0600.19.001
Date:	02/07/20
Designed:	ELS
Drawn By:	ZDB
Checked:	ELS
DRAWING NUMBER	C2.02
SHEET NUMBER	12 OF 14

Job:	0600.19.001
Date:	02/07/20
Designed:	ELS
Drawn By:	ZDB
Checked:	ELS
DRAWING NUMBER	C2.02
SHEET NUMBER	12 OF 14

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SPECIFICATION: CLEARING AND GRUBBING

All site Clearing and Grubbing shall be in accordance with section 110 of the "Florida Department of Transportation Specifications for Road and Bridge Construction" unless modified herein. This work shall be performed in the following areas:

A. All street rights-of-way.
B. All areas where excavation or embankment are to take place.
C. Detention areas.

In addition, certain other areas where underground utilities are to be installed are to be cleared and grubbed to the extent necessary to properly install the utilities. Such work shall be incidental to the contract unit price for the utility to be installed.

- SCOPE: Site clearing work includes, but is not limited to:
- A. Removal of trees and other vegetation.
B. Topsoil stripping.
C. Clearing and grubbing.
D. Removing above grade improvements.
E. Removing below grade improvements.

JOB CONDITIONS:

- Traffic:
Conduct site clearing operations to ensure minimum interference with roads, streets, walks, and other adjacent occupied or used facilities. Do not close or obstruct streets, walks, or other occupied or used facilities without permission from the Owners and or Local approving authority.
- Clearing and Protection in Construction Areas:
Preserve trees 6 inches or larger measured breast height (6"dbh) where possible within construction area.
- Protection of Existing Improvements:
Provide protection necessary to prevent damage to existing improvements indicated to remain in place.
- Protect improvements on adjoining properties and on project site.
- Restore damaged improvements to original condition as acceptable to the Owner.

LIMITATIONS:
Clearing will be limited to the extent necessary to allow for construction of the proposed improvements as a result of:

- Need for access to the project site for construction equipment.
Essential grade changes.
Surface water, drainage and utility installation.
Location of driveways, buildings, and required parking.

CLEARING AND GRUBBING:
Remove trees, shrubs, grass, other vegetation, improvements, or obstructions interfering with the installation of new construction. Rental includes digging out stumps and roots. Do not remove items elsewhere on site or premises unless specifically indicated. Disposal of trees, limbs, stumps, and debris shall be the responsibility of the Contractor.

Strip topsoil to whatever depths encountered to prevent intermingling with underlying subsoil or other objectionable material. Cut heavy growths of grass from areas before stripping.

Stockpile topsoil in storage piles in areas shown or where directed by the Owner. Construct storage piles to freely drain surface water. Cover storage piles if required to prevent windblown dust.

Dispose of unsuitable or excess topsoil same as specified for waste material.

FILLING:
Fill depressions caused by clearing and grubbing operations with satisfactory soil material, unless further excavation or earthwork is indicated.

Place fill material in horizontal layers not exceeding 6" loose depth, and thoroughly compact to density equal to adjacent ground, unless otherwise shown on the plans.

REMOVAL OF IMPROVEMENTS:
Remove existing above and below grade improvements and abandoned underground piping or conduit necessary to permit construction and other work.

DISPOSAL OF WASTE MATERIALS:
No burning of any material, debris, or trash will be allowed.

Remove waste materials from project site on a daily basis and dispose of off-site in an approved area.

SPECIFICATION: EXCAVATION, EMBANKMENT AND SUBGRADE:

EXCAVATION, EMBANKMENT AND SUBGRADE: Shall be performed in accordance with Section 120 of the Florida D.O.T. Specifications. All subgrade fill material, and the top 12 inches in cut area, shall be compacted to 100 percent of maximum density as determined by AASHTO T-99. The Subgrade Compaction (Stabilization) shall conform to Section 160 of the Florida D.O.T. Specifications. In most cases this will consist of compacting existing cleaned soil. However, it is the contractor's responsibility to assure that the finished roadbed section meets bearing value requirements, regardless of the quantity of stabilizing materials to be added. One field density test shall be taken for each 5000 square feet or fraction thereof.

Where required subgrade density cannot be obtained, unsuitable material shall be removed so that the road base will be constructed on a minimum of 3 feet of suitable, properly compacted material. This work shall be included in the contract lump sum price for earth excavation.

SOIL CEMENT BASE: As a minimum the soil cement base course will conform generally to Section 270 of the Florida D.O.T. Specifications for Road and Bridge Construction. The detailed specifications of the soil cement base course are to be determined by an independent testing laboratory after testing of the material the contractor proposes to use. Moisture and cement content will be specified by the laboratory. However, as a guide for bid purposes, estimate 12% cement by weight and include a price reduction schedule if tests show less cement is required. The soil cement mix will be at optimum moisture content, i.e., neither mushy nor dry, but containing sufficient moisture to make a firm case when squeezed in the hand. Water should not appear on the hand when this requires 5 to 6 gallons per square yard but actual quantity of water to be added will depend on latent moisture in the base material. From a practical standpoint the highest moisture content should be maintained that permits packing and finishing without surface checking, shoving or rutting during compaction and finishing operations.

The freshly compacted and finished soil-cement mix must be adequately cured. An application of bituminous material such as RC-2, MC-3, RT-5 or asphaltic emulsion at the rate of 0.15 to 0.20 gal per square yard is preferred as the curing medium. Waterproof paper or moist hay is acceptable if properly maintained.

SAND-CLAY BASE COURSE: Shall comply with the requirements of Sections 240 and 912 of the Florida D.O.T. Specifications. Tests necessary to determine compliance with Section 912 shall be performed prior to placing the material on the roadbed. These tests include:

1. Composition and gradation.
2. Clay (material smaller than 0.005mm) 8 to 10
3. Silt (material from 0.005 to 0.005mm) 0 to 10
4. Combined clay and silt 8 to 25
5. Limerock Bearing Ratio Value(LBR) 0 to 75
6. Liquid Limit Not greater than 25
7. Plasticity Index Not greater than 6

The results of these tests shall be submitted to the engineer for approval. After approval of the material, the sand-clay base course shall be placed in accordance with Section 240. The base course shall be compacted to not less than 98 percent of the maximum density as determined by AASHTO T-180. One density test shall be taken for each 5000 square feet or fraction thereof.

NOTE: Sand Clay base material shall not be used in areas where the seasonal high groundwater table is within two (2) feet of the bottom of the base material.

LIMEROCK BASE COURSE: Shall be constructed in accordance with Section 200 of the Florida D.O.T. Specifications for Road and Bridge Construction. The material shall meet the requirements of Section 911 of the Specifications. Tests necessary to determine compliance with Section 911 shall be performed prior to placing the material on the subgrade. These tests include:

1. Requirement
2. Liquid Limit Less than 35
3. Plastic Index Non-Plastic
4. Gradation 97% passing 3.5 inch sieve
5. Limerock Bearing Ratio Not less than 100

The results of these tests shall be submitted to the engineer for approval. After approval of the material, the limerock base course shall be placed in accordance with Section 200. The base course shall be compacted to not less than 98 percent of the maximum density as determined by AASHTO T-180. A minimum of three density tests shall be made on each days compaction operations. More frequent tests shall be made as deemed necessary by the Engineer. The base shall be installed to a compacted thickness as shown on the plans, plus or minus one half inch. Deviations from this specification shall be corrected as indicated in the State Specifications.

GRADED AGGREGATE BASE COURSE: Shall comply with the requirements of Section 204 of the Florida D.O.T. Specifications. Tests necessary to determine compliance with Section 204 shall be performed prior to placing the material. These tests include:

1. Soundness Loss, Sodium Sulfate: AASHTO T 104.
2. Percent Wear: AASHTO T 96 (Grading A).
3. Sieve Analysis.
4. Limerock Bearing Ratio Value.

The results of these tests shall be submitted to the engineer for approval. After the approval of the material, the graded aggregate base course shall be placed in accordance with Section 204. The base course shall be compacted to a density of not less than 100 percent of the maximum density as determined by AASHTO T 180. At least three density tests shall be made on each day's final compaction operation of each course, and the density determinations shall be made at more frequent intervals if deemed necessary by the Engineer.

ASPHALT BASE COURSE: Shall comply with the requirements of Sections 280, 330, 331 and 916 of the Florida D.O.T. Specifications. The design mix for Asphaltic Base Course Type 3 shall conform to the requirements in Tables 331-1 and 331-2. The Minimum Marshall stability shall be 1000 lbs./sq. in. as indicated in Table 331-2. Percent bitumen by weight of total mix: 5.0 (minimum). Two copies each of the actual design mix shall be submitted to the Engineer. Written approval of the Asphalt base course design mix must be obtained from the engineer prior to commencing base course construction. Once the design mix has been approved by the engineer, sieve analysis tolerances indicated in Table 331-5 are allowable during construction. If sieve analysis values fall outside these tolerances, design mix must be resubmitted for acceptance. After the approval of the mix design, the Asphalt base course shall be placed in accordance with Section 280 and compacted in accordance with Section 330-10.

NOTE: STORMWATER DRAINAGE SHALL BE CONTROLLED DURING ALL PHASES OF CONSTRUCTION.

SPECIFICATION: ASPHALT CONCRETE PAVING

SCOPE: This section includes materials and work required for installation of flexible asphaltic concrete pavement for parking and drive areas shown on the plans.

APPLICABLE PUBLICATIONS: The publications listed below form a part of this specification to the extent referenced. The publications shall be the most current issue and are referred to in the text by the basic designation only. The following are minimum requirements and shall govern except that all local, state, and/or federal codes and ordinances shall govern when their requirements are in excess hereof. All asphalt construction shall be in accordance with applicable sections of the Florida Department of Transportation Specifications for Road and Bridge Construction unless modified herein.

A. Florida Department of Transportation Specifications:

- Section 901 Course Aggregate
Section 902 Fine Aggregate
Section 916 Bituminous Materials
Section 917 Mineral Filler
Section 300 Bituminous Treatments, Surface Courses and Concrete Pavement
Section 331 Type S Asphalt Concrete

B. American Society for Testing and Materials (ASTM) Publications:

- D 1557 Moisture-Density Relations of Soils and Soil-Aggregate Mixtures Using 10 lb (4.54 kg) Rammer and 18-in. (457 mm) Drop.
D 1559 Marshall Stability Mix Design

SUBMITTALS:

- A. Asphalt Design Mix:
1. Before any asphalt surface is constructed, submit two copies of each of the actual design mix to the Engineer and Owner.
2. Written approval of the asphaltic concrete design mix must be obtained from the Engineer and Owner prior to commencing asphalt pavement construction.
- B. Material Certificates: Furnish copies of materials certificates signed by material producer and Contractor, certifying that each material item complies with, or exceeds specified requirements.
- C. Asphalt extraction tests.
- D. Aggregate gradation tests.
- E. Marshall stability tests.

JOB CONDITIONS:

- A. Weather limitations: Apply prime and tack coats when ambient temperature is above 40 degrees, and when temperature has not been below 35 degrees for 12 hours prior to application. Do not apply when base is wet or contains excess moisture.

MATERIALS:

- A. Mineral Filler: Rock dust, hydraulic cement, or other inert material complying with section 917 of the Florida DOT Specifications.
- B. Asphalt Cement: The bituminous material shall be AC-20, viscosity grade and comply with section 916 of the Florida DOT Specifications.
- C. Course Aggregate: Comply with section 901 of the Florida DOT Specifications.
- D. Fine Aggregate: Comply with section 902 of the Florida DOT Specifications.
- E. Prime Coat and Tack Coat: The bituminous material for the Prime Coat shall be MC-70. The bituminous material for the Tack Coat shall be AC-20, or Emulsified asphalt, grade RS-2 and comply with the requirements in Section 300 and 916 of the Florida DOT Specifications.
- F. Asphaltic Concrete Design Mixes:

1. Asphalt shall conform to the requirements for Type S Asphalt as indicated in Section 331 of the Florida DOT Specifications.
2. Mix shall be within sieve analysis and bitumen range given in Section 331 of the Florida DOT Specifications.
3. Minimum Marshall stability shall be in 1500 lbs./sq. in. as indicated in Table 331-2 of the Florida DOT Specifications.
4. Percent bitumen by weight of total weight mix: 5.0 - 8.5.
5. Once design mix has been accepted by Engineer and Owner, sieve analysis tolerances indicated in Table 331-5 are allowable during construction. If sieve analysis analysis values fall outside these tolerances, design mix must be resubmitted for acceptance.
6. Provide asphalt-aggregate mixture as recommended by local or state paving authorities to suit project conditions. Use locally available materials and gradations which meet Florida DOT Specifications and exhibit satisfactory record on previous installations.

BASE COURSE PREPARATION:

- A. Prior to construction of the base course, the top 12 inches of subgrade shall be compacted to a minimum soil density of 98% of the Modified Proctor Test Density (ASTM 1557). The subgrade shall be sterilized by a borate or chlorate sterilant containing not less than 25% sodium chlorate and shall be mixed thoroughly with water at the rate of 1-1/2 lbs. of sterilant per gallon of water. The sterilant shall be applied evenly at the rate of 0.2 gallons per square yard to subgrades that are less than 12" below original grades. If prepared base course will not be immediately covered with asphalt on the same day and wind-blown seeds will contaminate the base course surface, the sterilants shall be applied to the base course contaminate the base course.
- B. Remove loose material from compacted base material surface immediately before applying prime coat.
- C. Proof roll prepared base material surface to ensure unstable areas have been corrected and are ready to receive paving.

D. Prime Coat:

1. Apply bituminous prime coat to base material surfaces where asphaltic concrete paving will be constructed.
2. Apply bituminous prime coat in accordance with Section 300 of Florida DOT Specifications.
3. Apply at minimum rate of not less than 0.15 gal./sq. yd. over compacted base material. Apply material to penetrate and seal, but not flood, surface.
4. Cure and dry as long as necessary to attain penetration and evaporation of volatile.

E. Tack Coat:

1. Tack coat shall be applied in accordance with Section 300 of Florida DOT Specifications. Apply to contact surfaces of previously constructed asphalt or portland cement and concrete and surfaces abutting or projecting into asphalt concrete pavement.
2. Apply tack coat to full depth asphalt base course and sand asphalt base course. Apply emulsified asphalt tack coat between each lift or layer of full depth asphalt and sand asphalt bases and on surface of such bases where asphaltic concrete paving will be constructed.
3. Distribute at rate of 0.08 gal./sq. yd. of surface.
4. Allow to dry until at proper condition to receive paving.

PLACING ASPHALT MIX:

- A. Place asphalt concrete mixture on prepared surface, spread, and strike off. Spread mixture at the following minimum temperatures:

1. When ambient temperature is between 40 degrees F and 50 degrees F: 285 degrees F.
2. When ambient temperature is between 50 degrees F and 60 degrees F: 280 degrees F.
3. When ambient temperature is higher than 60 degrees F: 275 degrees F.
- B. Place inaccessible and small areas by hand. Place each course to required grade, cross-section, and compacted thickness.
- C. Paver Placing:
1. Place in strips not less than 10'-0" wide, unless otherwise acceptable to the Contracting Officer.
2. After first strip has been placed and rolled, place succeeding strips and extend rolling to overlap previous strips.

D. Joints:

1. Construct joints between old and new pavements as detailed in the plans.
2. Joints between successive days' work shall be constructed to ensure continuous bond between adjoining work.
3. Construct joints to have same texture, density, and smoothness as other sections of asphalt concrete course.
4. Clean contact surfaces and apply tack coat.

COMPACTION:

- A. Each lift of asphalt shall be compacted to a minimum of 98% of the Marshall test ASTM D1559).
- B. Begin rolling when mixture will bear roller weight without excessive displacement.
- C. Compact mixture with hot hand tampers or vibrating plate compactors in areas inaccessible to rollers.
- D. Breakdown Rolling:
1. Accomplish breakdown or initial rolling immediately following rolling of joints and outside edge.
2. Check surface after breakdown rolling, and repair displaced areas by loosening and filling, if required, with hot material.
- E. Second Rolling:
1. Follow breakdown rolling as soon as possible, while mixture is hot.
2. Continue second rolling until mixture has been thoroughly compacted.
- F. Finish Rolling:

1. Perform finish rolling while mixture is still warm enough for removal of roller marks.
2. Continue rolling until roller marks are eliminated and course has attained maximum density.

G. Patching:

1. Remove and replace paving areas mixed with foreign materials and defective areas.
2. Cut out such areas and fill with fresh, hot asphalt concrete.
3. Compact by rolling to maximum surface density and smoothness.

H. Protection:

1. After final rolling, do not permit vehicular traffic on pavement until it has cooled and hardened.
1. Erect barricades to protect paving from traffic until mixture has cooled enough not to become marked.

FIELD QUALITY CONTROL:

- A. An Independent Testing Laboratory, selected and paid by the contractor shall be retained to perform construction testing of in-place asphalt courses for Asphalt Extraction, Aggregate gradation, Marshall Stability, thickness and surface smoothness.
- B. Thickness: In-place compacted thickness shall not be less than thickness specified on the drawings.
- C. Surface Smoothness: Testing shall be performed on the finished surface of each asphalt concrete course for smoothness, using 10'-0" straightedge applied parallel with, and at right angles to centerline of paved area. The variation of the surface from the edge of the straight edge between any two contact points shall not exceed 1/4". Check surface areas at intervals necessary to eliminate ponding areas. Repair or remove and replace unacceptable paving as directed by the Contracting Officer.
- D. Asphalt content, Aggregate gradation, and Marshall Stability shall be as specified in Section 331 of the Florida DOT Specifications.

SPECIFICATION: PORTLAND CEMENT CONCRETE PAVING

SCOPE: This section includes sidewalks, curbs, and miscellaneous concrete pavement.

APPLICABLE PUBLICATIONS: The publications listed below form a part of this specification to the extent referenced. The publications shall be the most current issue and are referred to in the text by the basic designation only. The following are minimum requirements and shall govern except that all local, state, and/or federal codes and ordinances shall govern when their requirements are in excess hereof. All concrete construction shall be in accordance with applicable sections of the Florida Department of Transportation Specifications for Road and Bridge Construction unless modified herein.

A. Florida Department of Transportation Specifications:

- Section 345 Portland Cement Concrete
Section 350 Cement Concrete Pavement
Section 520 Concrete Gutter, Curb Elements and Traffic Separator
Section 931 Metal Accessory Materials for Concrete Pavement and Concrete Structures

B. American Society for Testing and Materials (ASTM) Publications:

- A 615 Deformed and Plain Billet Steel Bars for Concrete Reinforcement
D 1557 Moisture-Density Relations of Soils and Soil-Aggregate Mixtures Using 10-lb. (4.54 kg) Rammer and 18-in. (457 mm) Drop.
D 1751 Preformed Expansion Joint Filler for Concrete Paving and Structural Construction. (Nonextruding and Resilient Bituminous Types)

SUBMITTALS:

- A. Material Certifications: Furnish copies of materials certificates signed by material producer and Contractor, certifying that each material item complies with, or exceeds, specified requirements.

MATERIALS:

A. Forms:

1. Steel, wood, or other suitable material of size and strength to retain horizontal and vertical alignment until removal. Use straight forms, free of distortion and defects.
2. Use flexible spring steel forms or laminated boards to form radius bends as required.
- B. Form Release Agent:
1. Coat forms with nonstaining type coating that will not discolor or deface surface of concrete.
- C. Welded Wire Mesh:

1. Welded plain cold-drawn steel wire fabric. Furnish in flat sheets, not rolls, unless otherwise acceptable to Contracting Officer. Welded wire mesh shall be free from rust, dirt, foreign matter and shall not be stored directly on the ground. Wire fabric shall comply with Sections 931 of the Florida DOT Specifications.
- D. Reinforcing Bars:
1. Deformed steel bars, ASTM A 615, Grade 40. Reinforcing bars shall be free from rust, dirt, foreign matter and shall not be stored directly on the ground. Deformed steel bars shall comply with Section 931 of the Florida DOT Specifications.

E. Concrete Materials:

1. Comply with requirements of Sections 345 and 350 of the Florida DOT Specifications for concrete materials, admixture, bonding materials, curing materials, and others as required.

F. Joint Fillers:

1. Resilient premolded bituminous impregnated fiberboard units complying with ASTM D1751. Joint fillers shall comply with Section 932 of the Florida DOT Specifications.

MIXING:

- A. Design mix to produce normal weight concrete consisting of Portland cement, aggregate, water-reducing or high-range water reducing admixture (super-plasticizer), air-entraining admixture and water to produce following properties:
1. Compressive Strength: Minimum 3,000 psi for curb and walkways and 4,000 psi for pavement, at 28 days. In addition, concrete for pavement shall have a minimum modulus of rupture of 600 psi.
2. Slump Range: 3"-5".
3. Air Content: 3% to 6%.

PREPARATION:

A. Surface Preparation:

1. Remove loose material from compacted base material surface immediately before placing concrete.
- B. Compact the top 12 inches of subgrade to a minimum soil density of 98% for the Modified Proctor Test (ASTM D1557) to result in a minimum modulus of subgrade reaction (k) of 150 psi/in. Proof-roll prepared base material surface to check for unstable areas. The paving work shall begin after the unsuitable areas have been corrected and are ready to receive paving. Compaction testing for the base material shall be completed prior to the placement of the paving.

CONCRETE INSTALLATION:

A. Form Construction:

1. Set forms to required grades and lines, rigidly braced and secured. Install sufficient quantity of forms to allow continuous progress of work and so that forms can remain in place at least 24 hours after concrete placement.
2. Check completed formwork for grade and alignment to following tolerances:
- A. Top of forms not more than 1/8" in 10'-0".
B. Vertical face on longitudinal axis, not more than 1/4" in 10'-0".
3. Clean forms after each use, and coat with form release agent as often as required to ensure separation from concrete without damage.

B. Reinforcement:

1. Locate, place, and support reinforcement to ensure compliance with plans.

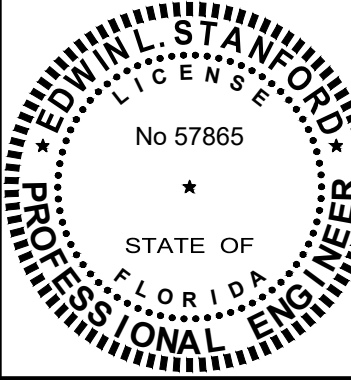
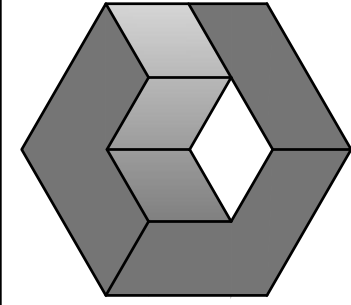
C. Concrete Placement:

1. Comply with requirements of Sections 345, 350, and 520 of Florida DOT Specifications for mixing and placing concrete.
2. Do not place concrete until base material and forms have been checked for line and grade. Moisten base material if required to provide uniform dampened condition at time concrete is placed. Concrete shall not be placed around manholes or other structures until they are at the required finish elevation and alignment.
3. Place concrete using methods, which prevent segregation of mix. Consolidate concrete along face of forms and adjacent to transverse joints with internal vibrator. Keep vibrator away from joint assemblies, reinforcement, or side forms. Consolidate with care to prevent dislocation of reinforcing, dowels, and joint devices.
4. Deposit and spread concrete in continuous operation between transverse joints, as far as possible. If interrupted for more than 1/2 hour place construction joint.

D. Curbs and Gutters:

1. Automatic machine may be used for curb and gutter placement at Contractor's option. Machine placement must produce curbs and gutters to required cross section, lines, grades, finish, and jointing as specified for formed concrete. If results are not acceptable, remove and replace with formed concrete as specified.

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DESTIN, FLORIDA 32541
SPECIFICATIONS 1 OF 2
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Job:	0600.19.001
Date:	02/07/20
Designed:	ELS
Drawn By:	ZDB
Checked:	ELS

DRAWING NUMBER

C3.01

SHEET NUMBER

13 OF 14

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1.Precast Concrete Manholes:All manholes shall be of precast concrete construction and shall meet the requirements of ASTM C-4, except as modified herein. The concrete used shall be type II or approved equivalent with a 28-day strength of 4000 lbs. per sq. inch.

The vertical walls shall have a minimum thickness of five-inches and shall be reinforced a minimum of 0.12 sq. inch per linear foot. The flat tops on shorter manholes shall be reinforced with No. 6 bars on six-inch centers both ways or as shown on the drawings.

The inside diameter shall be 48 inches on the riser sections with an eccentric cone section that narrows to 24 inches inside diameter at the top. The cone section shall be used on manholes with a depth of 5 feet or more and flat top used on manholes less than 5 feet.

The bottom section shall be of monolithic design with a minimum bottom thickness of six-inches.

The joints between the sections shall be tongue and groove with the tongue up and the groove down and shall be sealed with round or other flexible type natural rubber joint rings. In addition to the rubber ring gaskets, the interior and exterior voids in the pipe joints shall be sealed with "RAM-NEK" flexible plastic gasket manufactured by K.T. Snyder Company. "RAM-NEK" shall be installed in strict accordance with the manufacturer's recommendations.

2.Manhole Accessories:Manhole steps shall be constructed of 1/2-inch steel road completely encased in a corrosion-resistant rubber capable of resisting chemicals and gasses encountered in manholes. Each step shall have a vertical load resistance of 400 lbs. and a pull out resistance of 500 lbs. per leg. Each step shall be a minimum of 12 inches wide and each leg shall extend 5 inches from the manhole face and have a 4-inch wall penetration. Steps shall have foot guide lugs and traction cleats and shall be installed on 16-inch centers. The manhole frames and covers shall be Vulcan Foundry No. VM-51, Neenah Foundry No. R-1600 series or equivalent. Solid covers shall be marked "SEWER". Frames for the covers shall be set to grade in a bed of cement mortar. Frames and covers shall be machined or ground at bearing surfaces to seat firmly and prevent rocking. Any set not matching perfectly shall be removed and replaced at no additional cost.

3.Water-Proofing:Both concrete and pre-cast sections below grade shall be pointed on the outside with either two coats of bitumastic point or a heavy layer of emulsified asphalt to water-proof completely. Manholes shall be inspected for water tightness prior to being placed in service. All incoming and outgoing sewer lines shall be plugged and the manhole filled with water to a level to create a minimum positive head of two feet or above the highest section joint. If the water level drop exceeds 1/8" per vertical foot of manhole depth in 5 minutes, the manhole shall have failed the test.

4.Manhole Invert Channels:The manhole invert channels shall be smooth and accurately shaped to a semicircular bottom conforming to the connecting sewer section. Invert channels and manhole bottoms shall be shaped and smoothed with one to two (1-2) cement-sand mortar of still consistency. Changes in size and grade shall be made gradually and evenly.

F. Submittals:The Contractor shall submit a minimum of four (4) copies of catalog data for approval by the Engineer for materials to be used. This submittal shall include but not be limited to the following:

1. Pipe
2. Fittings
3. Manholes
4. Manhole steps
5. Frames and covers
6. Coatings

PRESSURE PIPING:

This section includes furnishing and installing all pressure pipework and appurtenances for potable and non-potable water systems complete and fully operable in all respects.

A. Materials:All material shall be free from defects impairing strength and durability and be of the best commercial quality for the purpose specified. It shall have structural properties sufficient to safely sustain or withstand strains and stresses to which it is normally subjected and be true to detail.

Certified records of material tests made by the manufacturer or by a reliable commercial laboratory shall be submitted to the Engineer if requested.

All pipework will be inspected upon delivery and such as does not conform to the requirements of these specifications shall be rejected and must be immediately removed from the site by the Contractor. The Contractor shall furnish and provide all labor necessary to assist the Engineer in inspecting the material.

The basis of rejection shall be as specified in applicable ASTM Specifications.

B. Unplasticized Polyvinyl Chloride (PVC) Pressure Pipe:PVC pressure pipe shall have a bell-type joint designed for conveying potable water under pressure. Ring-type neoprene gasket shall be provided in recesses in the bells to make the joints watertight for all slip joint piping. Only where specifically called for on the construction plans shall solvent-weld or flanged connections be used. All fittings shall be of the same joint design as recommended by the manufacturer. PVC pipe shall meet or exceed the minimum requirements of Commercial Standard CS-256063 for type 1120 material made to SDR-21 dimensions. PVC compounds used shall be as specified in ASTM D-1784. Dimensions for PVC pipe shall be as specified in ASTM D-2241, Class Designation 12454-B. PVC joints shall meet ASTM D-3139, for Bell End Pipe. PVC pipe shall be as manufactured by the Johns-Manville Co., the Ethyl Corp., the Certain-Teed Products Corp, the Clow Corporation or approved equivalent.

All fittings for PVC pressure pipe shall be cast iron mechanical joint meeting ANSI Standard Specification A21.10, latest, Cast Iron Fittings, 2 inch through 48 inch for Water and Other Liquids unless indicated otherwise on the construction plans. Minimum pressure rating shall be equal to that of the pipe specified. Linings and coatings shall be as specified on the next page under "Linings and Coatings for Ductile Iron Pipe".

Unless otherwise indicated on the drawings all PVC pressure pipe shall be SDR-21 type. All pressure piping shall be supplied in the following colors:

1. Potable water - Blue
2. Non-potable water - Purple
3. Sewer force main - Green

Standard laying lengths shall be 20 feet and randoms shall not be less than 10 feet.

Pipe for potable water use must be certified as suitable by the National Sanitation Foundation (N.S.F.) and marked as follow: NSF-PW.

Each length of pipe shall be clearly marked with the following information at intervals of not more than five feet:

1. Nominal pipe size
2. Material designation code
3. Standard pipe dimension ratio and pressure class
4. ASTM Designation D-2241
5. Manufacturer's name (or trademark)
6. NSF approval seal, if applicable.

C. Ductile Iron Pipe:Ductile iron pipe shall meet the requirements of ANSI A21.51, including Addenda A21.51a. Pipe dimensions shall conform to Federal Specification WW-P-421, Class 150. Each pipe shall be conspicuously marked on the outside of the barrel to readily identify it from cast-iron. Metal thickness shall conform to ANSI A21.51, Table 51.1, 2-1/2 to 5 feet cover.

1.Mechanical Joints:ANSI Standard Specification A21.11, Rubber Gasket Joints for Cast-Iron Pressure Pipe and Fittings.

2.Push-on Joints:ANSI Standard Specification A21.11, Rubber Gasket Joints for Cast-Iron Pressure Pipe and Fittings, Single gasket push-on type.

3.Flanged Joints:ANSI Standard Specifications B16.1, Cast-Iron Pipe Flanges and Flanged Fittings, 125 pounds. Screwed on flanges, faced and drilled to ANSI Class 125 pound template. The flanged joints shall be assembled by threading plain end pipe and screwing on long hub flanges. The connection shall then be power tightened and refaced across both face of flange and end of pipe. Provide one-sixteenth-inch ring gaskets of red sheet rubber meeting the requirements of Grade I, Table 1 of ASTM Specification D-1330, Sheet Rubber Gaskets. Connections shall be made with machine bolts and hexagonal nuts.

4.Fittings:Fittings shall meet ANSI Standard Specification A-2110, latest, Cast-Iron Fittings, 2 inch through 48 inch for Water and Other Liquids. Minimum pressure rating shall be equal to that of the pipe specified.

D. Linings and Coatings for Ductile Iron Pipe: pipe, valves and fittings for potable water shall be thin cement lined in compliance with ANSI Standard A21.4 (AWWA C104) Cement-Mortar Lining for Cast Iron Pipe and Fittings for Water. All ductile iron pipe and fittings for non-potable and sewer force mains to be installed underground shall be coated on the interior with hot-dip coal-tar. All ductile iron pipe and fittings to be installed underground shall be coated on the exterior of all above ground pipe with a minimum of two coats. The assembly shall receive a coat of rust inhibitor prime compatible with the finish paint schedule. All bolts, nuts, studs and other uncoated parts of joints for underground installation shall be coated with asphalt or coal-tar prior to backfilling.

E. Copper Locator Wire:Contractor shall install number 10 insulated copper locator wire 18" directly above the top of the pipe. The wire shall be connected to a continuous circuit connection. DO NOT WRAP 10" above the ground line. Wire shall be connected for a continuous circuit connection. DO NOT WRAP wire around pipe.

The Contractor shall submit a minimum of four (4) copies of catalog data for

F. Submittals:approval by the engineer for materials to be used. This submittal shall include but not be limited to the following:

1. Pipe
2. Fittings
3. Interior coating
4. Exterior coating

VALVES, HYDRANTS AND MISCELLANEOUS APPURTENANCES:

This section includes furnishing and installing complete all equipment and materials necessary for a complete and fully operable system.

A. Materials:All materials shall be free from defects impairing strength and durability and be of the best commercial quality for the purpose specified. It shall have structural properties sufficient to safely sustain or withstand strains and stresses to which it is normally subjected and be true to detail.

All pipework will be inspected upon delivery and such as does not conform to the requirements of these specifications shall be rejected and must be immediately removed from the site by the Contractor. The Contractor shall furnish and provide all labor necessary to assist the Engineer in inspecting the material.

The basis of rejection shall be as specified in applicable ASTM Specifications.

B. Valves:

1.Gate Valves:All gate valves shall conform to AWWA Specifications for a working pressure of 200 psi. All valves shall open counterclockwise. Valves installed below ground shall be fitted with hub-type hand operators and shall have a cast-iron valve box installed concentrically over the valve. The top of the valve box shall be set flush with the ground and shall have a cast-iron cover. Valves installed above ground shall be fitted with wheel-type hand operators. Valves used for ties to existing pressure system shall be mechanical joint.

a. Valves Three Inches and Over: Valves shall be manufactured in accordance with AWWA Specification C-509. They shall be iron body, resilient-seated gate valves with nonrising stems with wide flanged, mechanical joint or spigot ends depending on installation. Flanged gate valves shall be provided with 125 lb. American Standard flanges.

b. Valves Under Four Inches: Gate Valves under four inches shall be iron or bronze body, resilient wedge valves equipped with nonrising stem and 2" operating nuts.

2.Check Valves:Provide check valves meeting the following requirements:

a. Over Three-Inches: The check valves over three-inches (3") shall be iron-body, bronze-mounted, horizontal-swing check with flanged ends. All working parts shall be spring-loaded to prevent slamming. The check valves shall be M&H Fig. 250F, American Darling 50 Line or approved equivalent.

b. Under Three-Inches: Check valves under three-inches (3") shall be screwed-end, bronze-body, silent check valves as manufactured by Crane Co., No 34 or approved equivalent.

3.Air Release and Vacuum Valves:The combination air release and vacuum valve shall be furnished with both a large and small orifice. The valve shall automatically function to release to atmosphere both large and small amounts of air that accumulate in the pipeline. Once the air has been exhausted both the large and small valves shall seat tightly to prevent water leakage. The valve shall also function to admit air into the line, tank or chamber under emergency conditions, or when it is being drained. The valve body and cover shall be of semi-steel; floats of stainless steel; levers of bronze and resilient seats. The air and vacuum valve shall be manufactured by G-A Industries, Inc. Type 1-AV or approved equivalent.

4.Butterfly Valves:Provide valves conforming to AWWA C-504 (latest) with lug wafer type body suitable for use between ANSI 125 or 150 lb. flanges. Disc shall be 316 stainless steel or have a welded nickel edge. Valve shaft shall be supported on three permanently lubricated bronze or on TFE coated stainless steel bearings. The valve seat shall be of Hycar or equivalent. Disc-to-shaft connections shall be 316 stainless steel and securely locked in position. Valves 8-inches and larger shall have a thrust collar of stainless steel. Three shaft seals shall be provided from internal and external corrosion. Inlet position levers shall provide manual throttling and locking in any position from open to closed. Butterfly valves and actuators shall be Figure 632 as manufactured by DeZurick or approved equivalent.

5.Hose Bibs:Hose bibs shall be Crane No. 58 or approved equivalent.

C. Hydrants:

1.Spacing:Spacing shall be as approved by the Engineer.

2.Fire Hydrants:All fire hydrants shall be 5-1/4 inch hydrants with two 2-1/2 inch connections and one pumper connection designed for 150 psi working pressure, and shall conform to the requirements of AWWA C-502. Hydrants shall have mechanical joint inlets, shall be for a 3-foot bury, and shall be breakaway or traffic model, dry barrel type.

The hydrants shall be Mueller Co., Centurion A-423, M&H Type No. 129, or approved equivalent.

The hydrants shall be painted safety red and nozzle caps to be color coded base on the hydrant's flow rating in accordance with National Fire Code NFPA-291 "Fire Flow Testing and Marking of Hydrants". After installation, South Walton Fire District will flow test the hydrant and color code the nozzles as required.

D. Water Services:

1.Water Meters shall be furnished and installed by the City of Freeport.

2.Tapping Saddles shall be Rockwell Model 311 or approved equivalent.

3.Corporation Stops shall be Ford Model No. F-1000; Hays Model 5200, or approved equivalent. Inlets shall have iron pipe threads and outlets shall have compression connections.

4.Curb Stops shall be Ford Model No. B-43-232-W with locking wing or approved equivalent. Inlets shall have compression connections and outlet shall have iron pipe threads. Valves shall be equipped with padlock eyes or approved equivalent.

5.Service Tubing shall meet the requirements of ASTM D-2666, SDR-9 and shall be listed as having the approval of the National Sanitation Foundation for Water Distribution; and shall have the NSF approval designation stamped on the tubing. Service tubing material shall be polybutylene. It shall be delivered in rolls and cut to required lengths.

6.Wye Branches for double services are to be pack joint wye branches, Ford Model No. Y44-243 or approved equivalent.

E. Valve Boxes:Cast-iron valve boxed shall be provided for all underground valve installations. They shall consist of a base covering the operating nut and head of the valve, a vertical shaft, at least 5-1/4 inch diameter, and a top section, extending to point even with the finished ground surface. Provide a cast iron cover marked "WATER" or "SEWER" as required and placed concentrically over the operating nut. The valve boxes shall be Clow F-2452 screw type valve box, or an approved equivalent.

F. Steel Casing:All casing used for boring and bridge crossing shall be wrought steel Schedule 40 with a minimum yield strength of 35,000 psi.

Bore casing shall have an exterior protective coating of coal-tar enamel in accordance with AWWA C-204. The casing shall be installed by either jacking or boring at the option of the Contractor. Ends shall be free from splits or other rough edges which might damage the carrier pipes.

Bridge crossing casing exterior shall be painted with two (2) coats of rust inhibitor paint, light gray.

G. Backflow Preventer:Backflow preventers shall be one of the following types as indicated on the drawings:

1. Double check valve assembly shall be a complete assembly including two positive seating check valves, tight closing shut-off valves located upstream and downstream of the check valves, and four suitably placed ball-type test cocks. The entire assembly shall be protected by a strainer. The device shall be bronze construction. The first and second check valves shall be of modular design and interchangeable.
2. Reduced pressure principle backflow preventer assembly shall contain a minimum of two independently acting, approved check valves, together with an automatically operated pressure differential relief valve located between the two check valves. The assembly shall include tightly closing, shutoff valves located at each end of the assembly, and each assembly shall be fitted with properly located test cocks.

The backflow preventers shall be in full conformance with the American Society of Sanitary Engineering Standard for Double Check Valve Assemblies, ASSE Standard 1015 and with the requirements of the U.S.C. Foundation for Cross-Connection Control.

H. Submittals:The Contractor shall submit a minimum of four (4) copies of catalog data for approval by the Engineer for materials to be used. This submittal shall include but not be limited to the following:

1. Pipe and fittings
2. Tubing
3. Valves
4. Hydrants
5. All service materials
6. Casing
7. Backflow preventer

INSTALLATION:

This section covers installation of gravity and pressure pipework. Excavation and backfilling shall be in accordance with the preceding, applicable sections of these specifications.

A. General:

1. All pipe, fittings and valves shall be carefully handled at all times to prevent damage to the pipe or other installations on the job site.
2. At times when pipe installation is not in progress, the open ends of the pipe shall be closed by approved means and shall remain closed until construction on that particular section is resumed, eliminating the possibility of any flow obstructions getting into the pipe.
3. All joints shall be wiped free of all dirt, sand and foreign material and the pipe shall be carefully examined for defects before installation.
4. Cutting of pipe for inserting valves, fittings or closure pieces shall be done in a neat and workmanlike manner without damage to the pipe.
5. Deviations from the piping location, line and grade indicated on the construction plans shall not be made without the prior approval of the Engineer.

B. Pipe Laying Procedures:

1.Gravity Flow Piping:Gravity flow piping shall be installed to the line and grade indicated on the construction drawings. Before lowering the pipe into the ditch, the bottom of the ditch shall be graded so that when the pipe rests on the ditch bottom, it will have a uniform bearing for its entire length. Bell holes shall be dug for bell placement. The pipe shall be carefully examined for defects and the inside cleaned. After placing the pipe in the ditch, the ends shall be wiped free from all dirt, sand and foreign material. The joints shall then be made in accordance with the recommendations of the pipe manufacturer.

Installation of pipe shall proceed in a upstream direction with bells facing in the direction of laying. All pipe reaches will be inspected for straightness. No bows or dips, either horizontally or vertically, will be accepted. A full circle of light must be readily seen when looking from one end of a pipe through to the other end.

2.Pressure Piping:Pressure piping shall be installed in strict accordance with the manufacturer's printed instructions. Before lowering the pipe into the trench the bottom of the trench shall be graded so that when the pipe rests on the trench bottom it will have a uniform bearing for its entire length. The pipe shall be carefully examined for defects and the inside cleaned. After placing the pipe in the trench, the ends shall be wiped free from all dirt, sand and foreign material. The joints shall be made in accordance with the recommendations of the pipe manufacturer.

Suitable concrete reaction or thrust blocks shall be applied on all lines (except those having screwed or flanged joints), at all tees, plugs, caps and bends deflecting 22-1/2 degrees or more, or movement shall be prevented by attaching metal rods or straps approved by the Engineer. Unless otherwise directed, the pipe shall be laid with bell ends facing in the direction of laying. Whenever it is necessary to deflect the pipe from a straight line, either in the vertical or horizontal plane, to avoid obstruction, to plumb stems, or where long radius curves are permitted, the degree of deflection shall be as recommended by the manufacturer of the pipe.

The minimum cover for pipe will be 30-inches unless otherwise indicated on the plans. The depth of cover shall be measured from the established street grades or the surface of the permanent improvement to the top of the barrel of the pipe. At street intersections or where the new pipe lines cross existing underground lines at the approximate same depth as the new line, the cover shall be increased and the new line laid in existing lines or structures. Where the existing lines or structures are of sufficient depth that the new lines laid will have 6-inches of separating earth between them and other pipe or structure and 30-inches cover, the new lines may be laid above the existing lines.

3.Sub-Surface Explorations:Whenever necessary to determine the location of existing pipes, valves or other underground structures, the Contractor shall examine all available records and shall make all explorations and excavations for such purpose. Where the locations of existing structures are furnished by the Owner, they should be considered approximate only. The Contractor is responsible for locating and protecting all existing utilities whether shown on the drawings or not shown.

4.Protecting Underground and Surface Structures:Temporary support, adequate protection and maintenance of all underground and surface utility structures, drains, sewers and other obstructions encountered in the progress of the work shall be furnished by the Contractor at his own expense under the direction of the Engineer.

5.Construction Equipment:Mechanical equipment may be used for trenching and excavating. However, in places where the operation of same will cause damage to trees, shrubbery, pavements or existing structures, above or below ground, hand methods shall be employed.

Where a main is installed along paved streets, only rubber-tired equipment will be allowed for excavation and backfilling; the use of bulldozers or equipment with tracks will not be permitted. The Contractor will be responsible for any damage done to paved streets or lawns. Either air hammers or concrete saws should be used for cutting concrete pavement.

6.Unsuitable Conditions:No pipe shall be laid or manholes placed in water or unsuitable soils conditions. Unsuitable soil, as determined by the Engineer, shall be removed or replaced with an approved material.

7.Trench Water:At times when pipe laying is not in progress, the open ends of pipe shall be closed by approved means, and no trench water shall be permitted to enter the pipe.

8. Setting Valves and Boxes:

a.Valves and Fittings:Gate valves and pipe fittings shall be set and jointed to new pipe in the manner heretofore specified for cleaning, laying and jointing pipe.

b.Valve Boxes:Cast-iron valve boxes shall be firmly supported and maintained, centered and plumb, over the wrench nut of the gate valve and box cover flush with the surface of the finished pavement or at such other level as may be directed.

9.Cutting Pipe:Cutting of pipe for inserting fittings or closure pieces shall be done in a neat and workmanlike manner without damage to the pipe.

10.Dewatering:The Contractor shall provide all necessary pumps to dewater the site properly, shall provide all labor and materials required to keep any open excavation dewatered during construction; and shall provide all necessary sheeting, bulkheads, drains, etc., so that construction operations may be performed under dry conditions. Discharge from pumps must be led to natural drainage channels, to drains, or to sewer.

11.Service Pipe:Service pipe shall have a minimum depth of 30 inches at all highway crossings and 18 inches elsewhere. The requirements for trenching and backfilling shall apply. Removal of pavement or sidewalk will not be permitted for water service lines. They may be installed by jacking, boring or pushing under sidewalks.

12.Casing:Steel casing shall be installed by either jacking or boring at the option of the Contractor. Any section damaged by the installation shall be removed from the casing leaving both ends free from splits or other rough edges which might damage the carrier pipe. All state highway crossings shall require steel casing.

13.Plugging Dead Ends:Standard plugs shall be inserted into the bells of all dead ends of pipes, tees or crosses, and spigot ends shall be capped. Plugs or caps shall be jointed to the pipe or fittings in the appropriate manner.

14.Concrete Encasement and Specials:Provide concrete pipe encasements or special pipe supports as shown on the drawings or directed by the Engineer. Various pipe supports shall be worked out in the field to suit local conditions and emergencies. Where, in the opinion of the Engineer, pipe covering is inadequate, concrete encasement for protection shall be provided in accordance with the details on the drawings. Concrete encasements shall be made using concrete with a 28-day strength of 2000 psi and shall be to the dimensions indicated on the construction plans and as required by the applicable Department of Transportation or Public Health regulations. All other concrete needed to build and protect the pipe work shall be used at the direction of the Engineer.

15.Backfilling:Backfill material shall be free from shells, rocks or boulders, or any other objectionable material and shall be placed in the trench and compacted simultaneously on both sides of the pipe. The depth of the trench, or to an elevation level with ground on either side to the densities indicated in Section 2 of these specifications.

16.Repairing:Pavement removal where required in the construction of this project shall be done by the Contractor, concrete a new or repair in the same manner. Care must be taken to make the saw cut in a straight line so the patch will be neat.

Asphalt paving shall be replaced as described in the applicable sections of these specifications. Concrete and pavement shall be replaced using concrete with high early strength so that traffic may be resumed quickly. Concrete must be finished to conform with existing pavement.

17.Clean-Up:Before final inspection and acceptance, the Contractor shall clean ditches, shape shoulders, and restore all disturbed areas, including street crossing, grass plots, to as good a condition as existed before work started. All trenches shall be leveled, and loose material removed from pavement gutters and sidewalks, employing hand labor, if necessary.

C. Anchorage of Bends, Tees and Plugs:

1.Thrust Backing Placement:Reaction or thrust backing shall be placed on all pipe lines two-inches in diameter or larger at all tees, plugs, caps and at bends deflecting 22-1/2 degrees or more, or movement shall be prevented by attaching metal rods or straps as approved by the Engineer.

2.Materials for Thrust Backing:Reaction, or thrust backing shall be of concrete that has a 28-day compressive strength of not less than 2000 psi. Reaction backing will be placed in accordance with the details on the construction plans.

Backing shall be places between solid ground and the fitting to be anchored. The backing shall, unless otherwise directed, be so placed that the pipe and fitting joints will be accessible for repairs. No extra payment will be made for this material but shall be included in the unit price bid for the various sizes of pipe.

In some cases, the Engineer may direct the Contractor to provide backing using cables and deadman anchors where the soil conditions will not support the normal concrete type as described above.

TESTING AND INSPECTION:

A. General:During construction and at the completion of the work, the Contractor shall make such tests as required in these specifications or as may be directed by the Engineer. The Engineer will observe the tests, but the Contractor shall furnish all apparatus required and shall pay all costs connected therewith unless otherwise stated in these specifications.

Defective work shall be repaired immediately at the Contractor's expense.

In general, tests shall conform to usually accepted testing practices for the specific type and class of test. All data, observations and results will be carefully recorded, and the Engineer will be furnished two signed copies of all data and reports. Project acceptance may be held contingent on receipt of satisfactory test reports.

B. Hydrostatic Tests of Pressure Pipework:

1.Pressure During Test:After the pipe has been laid and backfilled as specified, each valved section of newly laid pipe shall, unless otherwise specified, be subjected to a hydrostatic pressure equal to the pressure rating of the pipe being tested. The Contractor shall record the testing by the use of a pressure recording gauge and after all testing is complete, the recordings shall be turned over to the Engineer for his files.

2.Duration of Pressure Test:The duration of each pressure test shall be at least 6 hours.

3.Procedure:Each section of pipe shall be slowly filled with water and the specified test pressure, measured at the lowest point of elevation, shall be applied by means of a pump connected to the pipe in a satisfactory manner. The pump, pipe connection, gauges, meter and all necessary apparatus shall be furnished by the Contractor.

The test shall be applied to each valved section in order to check the leakage through all valves.

4.Expelling Air Before Test:Before applying the specified test pressure, all air shall be expelled from the pipe. To accomplish this, taps shall be made, if necessary, at points of highest elevation, and afterwards tightly plugged.

5.Definition of Leakage:Leakage is defined as the quantity of water to be supplied into the newly laid pipe, or any valved section of it, necessary to maintain the specified leakage test pressure after the pipe has been filled with water and the air expelled.

6.Permissible Leakage:Suitable means shall be provided by the Contractor for determining the quantity of water lost by leakage under normal operating pressure. No pipe installation will be accepted until the quantity of water lost (evaluated at specific pressure) is less than the figures stated below:

Pipe Size	gal's/1000'/24 hrs.	gal's/1000'/1 hr.
2"	3.8 gal.	0.16 gal.
3"	5.7 gal.	0.24 gal.
4"	7.6 gal.	0.32 gal.
6"	11.4 gal.	0.48 gal.
8"	15.2 gal.	0.63 gal.
10"	18.9 gal.	0.79 gal.
12"	22.7 gal.	0.95 gal.

7.Variation From Permissible Leakage:Should any test of combined sections of pipe laid disclose leakage greater than the specified limit, the Contractor shall, at his own expense, locate and repair the defective joints until the leakage is within the specified allowance.

8.Water for Testing:Water for testing shall be provided by the Contractor and at his own expense. The Owner shall provide and install a metered connection at no charge.

9.Time for Making Test:Pipe may be subjected to hydrostatic pressure, inspected, and tested for leakage at any convenient time after partial completion of backfill. The Contractor may test the system with joints exposed or will backfilling complete at his option. The Engineer and the Utility Company shall be notified at least 24 hours before beginning testing.

C. Tests of Gravity Pipework:

1.Inspection:It is imperative that all sewers and manholes be built practically watertight and that the Contractor must adhere rigidly to the specifications for material and workmanship. After completion, the sewers, or sections thereof, will be tested and gauged, and if infiltration is above allowable limits specified, the sewer will be rejected.

On completion of each section of sewer, or such other time as the Engineer may direct, the section of sewer is to be cleaned, tested and inspected. All repairs shown necessary by the tests are to be made, broken or cracked pipe replaced, all deposits removed and the sewers left true to line and grade as herein specified, or shown on the plans, entirely clean and ready for use. Each section of the sewer between manholes is to be shown from either end on examination, a full circle of light. Each manhole or other appurtenance to the system shall be the specified size and form, be watertight, and neatly and substantially constructed, with the top set permanently to exact position and grade.

2.Limits of Infiltration and Methods of Testing:The allowable limit of groundwater infiltration for the entire system shall be in accordance with ASTM C-425 and shall not exceed a limit of infiltration equal to 0.2 gal./mch diameter/hour/100 linear feet of pipe.

The test will be made by measuring the infiltration flow of water over a measuring weir set up in the invert of known distance from a temporary bulkhead or other limiting point of infiltration. After the sewer or sewers have been pumped out, and normal infiltration conditions prevail, tests shall be started.

Tests shall be run continuously for a period of not less than three (3) hours, with weir readings taken at 20 minute intervals. The test shall be made by the Contractor. The Engineer shall be notified 24 hours in advance. Where infiltration occurs in excess of the specified amount, the defective pipe or joints shall be located and repaired at the expense of the Contractor. If the defective portions cannot be so located, the Contractor, at his own expense, shall remove and reconstruct as much of the original work as necessary to obtain a sewer within the allowable infiltration limits upon such retesting as necessary.

D. Chlorination of Water Distribution Facilities:

1.Disinfection:After the water distribution system has been hydrostatically tested to the satisfaction of the Engineer and the Utility Company, it shall be disinfected in accordance with AWWA Specification C-601 which provides for contact with a 50 ppm solution of chlorine remaining for 24 hours, with chlorine residual of at least 10 ppm.

2.Chlorinating Valves and Flushing Hydrants:the process of chlorinating water pipe, all valves or other appurtenances shall be operated while the pipe line is filled with the chlorinating agent.

3.Final Flushing and Test:Following chlorination, all treated water shall be thoroughly flushed from the newly laid pipe line at its extremities until the replacement water throughout its length shall, upon test, both chemically and bacteriologically, be approved by the Florida Department of Environmental Regulation. The Contractor shall be responsible for arranging for the Test Samples.

4.Repetition of Procedure:Should the initial treatment, in the opinion of the Engineer, prove ineffective, the chlorination procedure shall be repeated until confirmed tests show that the water sampled conforms to the requirements stated above.

CORE ENGINEERING & CONSULTING, INC.
CIVIL & ENVIRONMENTAL ENGINEERING
3997

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: September 7, 2021

TYPE OF AGENDA ITEM: Public Hearing

AGENDA OUTLINE NUMBER: 5.C.

TO: City Council

THRU: Lance Johnson, City Manager

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

DATE: August 27, 2021

SUBJECT: Destin Water Users, Inc. is requesting approval for a Major Development Order approval. The project is located at 14 Industrial Park Lane (Parcel IDs: 00-2S-22-0000-0001-001A; 00-2S-22-0000-0001-0620; 00-2S-22-0000-0001-0010). The property totals approximately 32.78 acres and is currently the location of Destin Water Users (DWU). The applicant is proposing to demo the existing metal buildings to the west of the training building and to construct of three new buildings (warehouse building, departmental storage building/workshop, and an office building) and a parking garage within the existing DWU campus, to be utilized by the existing staff.

I. BACKGROUND:

Destin Water Users, Inc. is requesting approval for a Major Development Order approval. The project is located at 14 Industrial Park Lane (Parcel IDs: 00-2S-22-0000-0001-001A; 00-2S-22-0000-0001-0620; 00-2S-22-0000-0001-0010). The property totals approximately 32.78 acres and is currently the location of Destin Water Users (DWU). The applicant is proposing to demolish the existing metal buildings to the west of the training building, and to construct of three new buildings (warehouse building, departmental storage building/workshop, and an office building) and a parking garage within the existing DWU campus, to be utilized by the existing staff.

II. DISCUSSION:

The following **Comprehensive Plan Policy** and **Land Development Code** elements were applied in the review of this project:

COMPREHENSIVE PLAN/LAND DEVELOPMENT CODE

The property has a Future Land Use Map designation of **Institutional (INST)** and a zoning designation of Institutional (INST). The proposed project is consistent with the

Comprehensive Plan and Land Development Code (LDC).

LAND USE

‘Utilities – Water, sewage, and other systems’ is an appropriate use within the INST future land use designation and is a permitted use within the INST zoning district.

DENSITY

Not applicable

HEIGHT

Maximum allowed: 35’ / 3 stories

Provided: 31’ 8” / 2 stories

FLOOR AREA RATIO

Maximum allowed: 0.50

Provided: 0.018

SETBACKS

Front required: None

Front provided: Requirement Met

Side minimum required: None

Side provided: Requirement Met

Rear minimum required: None

Rear provided: Requirement Met

OPEN SPACE

Minimum required: 25%

Provided: 75%

PLATTING

Not applicable

CONCURRENCY MANAGEMENT

Concurrency requirements have been met:

Traffic: Not Applicable

Stormwater Management: Signed July 30, 2021

Potable Water/Sanitary Sewer: Signed May 13, 2021

Solid Waste: Signed June 9, 2021

AIRPORT PROTECTION

As proposed, this project is not affected by nor affects the Destin – Ft. Walton Beach Airport.

The applicant has indicated on the development order application that the proposed project is not within the Airport Expansion Area.

NOTE: If construction necessitates the use of a crane, or other obstruction, which exceeds Federal Aviation Administration FAR 77 Standards (normally 200 feet above ground level),

the applicant must request a variance from the FAA for temporary encroachment into this restrictive area and a copy of a completed FAA Form 7460, must be placed on file with the City of Destin prior to the crane, or other obstruction, penetrating the restricted airspace.

TRANSPORTATION ANALYSIS

The proposed project has been deemed to have a de minimis impact by the City Engineer; therefore, the project is not subject to transportation concurrency requirements, per **Comprehensive Plan Policy 12-4.1.3.C**

RIGHT-OF-WAY DEDICATION

The project does not include right-of-way dedication.

INGRESS/EGRESS

Vehicular access to the property is provided by a two-way accessway via the Industrial Park Lane public Right of Way. Vehicular access is also provided to the main office by a right in, right out off Main Street.

PEDESTRIAN NETWORK

The project provides a complete pedestrian network as required in **LDC 8.09.03.A(6)**. A continuous on-site internal sidewalk is provided throughout the development.

PARKING:

Minimum required:	112
Provided:	156

UTILITIES:

All utilities are required to be underground.

STORMWATER:

The City Manager's Stormwater designee approved the stormwater plan in a memo dated July 28, 2021.

REFUSE COLLECTION:

All non-construction related dumpsters, trashcans, and recycling bins shall be placed in a solid waste collection area or inside a building.

WHITE SANDS ZONE

The proposed project is not located within a White Sands Zone.

LANDSCAPING

Front perimeter/common boundary:	Not applicable
Interior parking landscape:	Requirement met
Buffer zone:	Not applicable
Preservation and restoration:	
Reforestation trees required:	9
Preserved trees:	0
Replacement trees:	0
Required parking trees:	3
Total required trees:	12

Total trees provided:**22****SIGNS**

All signs must comply with the sign code section of the Destin Land Development Code in effect at the time a sign application is submitted.

IMPACT FEES:

Final impact fee amounts have been developed using the provisions outlined in LDC 19.03.05.A.2. The impact fees for the proposed project are estimated to be:

21-12-SP – Destin Water Users Campus Improvements

LAND USE	UNITS	PARK	LIBRARY	POLICE	TRANS.	TOTAL
Other institutional (per 1,000 SF of gross floor area)	30.501 (Proposed) – 5.962 (Existing) = 24.539	\$0	\$0	\$18	\$1,404	
Totals	24.539	\$0	\$0	\$441.70	\$34,452.76	\$34,894.46

OTHER FEES: NONE**COMMENTS:**

Per Community Development Department:

- **Prior to the issuance of a Certificate of Occupancy**, all required parking and related landscaping shall be installed, inspected, and approved by the Engineering and Community Development Departments.

A. Link to Strategic Goals / Objectives:

B. Effect on Budget (EOB):

C. Level of Service (LOS):

III. CONCLUSION:

With respect to the Major Development, **2.07.01(B) of the Land Development Code:**

Following the required public notice and hearing, the City Council shall either approve, approve with conditions, approve with modifications, or deny the Community Development staff's recommendation and shall:

1. Determine conformity of the proposed development with the Comprehensive Plan, this Code, other applicable requirements, and the items enumerated above.
2. Hear and address concerns and desires of surrounding landowners and other affected persons.
3. Consider any rule, objective or policy of the Comprehensive Plan or any other criterion applicable to the particular development proposals in formulating its recommendation to either approve or deny the development proposal.

4. If the proposal is approved or approved with conditions, the City Council shall instruct the City Manager, or designee, to authorize the issuance of a development order that complies with **Section 2.08.00**.
5. If the proposal is approved with modifications, a development order may be authorized by the City Manager, or his designee, once the required modifications have been completed and approved by the appropriate Technical Review Committee (TRC) members.
6. If the proposal is denied based upon the applicant's failure to meet the requirements of this Code in the proposed development plan(s), the application will become null and void, the applicant will lose in-line priority consideration for concurrency. The applicant will have to submit a new application and start the review process over in order to secure consideration for approval of the proposal.

The City Council should review these criteria and render its decision on the applications in accordance therewith.

IV. RECOMMENDED MOTION:

I move that the City Council approve Destin Water Users Campus Improvements, a Major Development Order.

ALTERNATE MOTION: I move that the City Council approve/approve with conditions/approve with modifications/deny Destin Water Users Campus Improvements, a Major Development Order.

Attachments:

1. DO-21-20_DWU
2. DWU Development Order_with responses added_08-01-2021



Community Development Department

Office of the Director

4100 Indian Bayou Trail | Destin, FL 32541 | Phone: 850-654-1119 | Email: planning@cityofdestin.com

September 7, 2021

Development Order No. 21-20

Final Development Order:

DESTIN WATER USERS CAMPUS IMPROVEMENTS A MAJOR DEVELOPMENT ORDER (21-12-SP)

Based upon the City's approval and issuance of this Development Order on September 8, 2021 this document will serve as your Final Development Order, and includes all of the provisions and conditions in the attached Technical Review Committee Report.

Destin Water Users, Inc. is requesting approval for a Major Development Order approval. The project is located at 14 Industrial Park Lane (Parcel IDs: 00-2S-22-0000-0001-001A; 00-2S-22-0000-0001-0620; 00-2S-22-0000-0001-0010). The property totals approximately 32.78 acres and is currently the location of Destin Water Users (DWU). The applicant is proposing to demolish the existing metal buildings to the west of the training building, and to construct of three new buildings (warehouse building, departmental storage building/workshop, and an office building) and a parking garage within the existing DWU campus, to be utilized by the existing staff.

DETERMINATIONS:

1. This final development order is in accordance with the approved construction documents, which is inclusive of the site construction plans (Exhibit A), approved on September 7, 2021.
2. All the findings and requirements of the Technical Review Committee report are incorporated herein.

CONDITIONS OF APPROVAL:



1. Pursuant to the City of Destin Land Development Code:

Construction of infrastructure must commence within one (1) year of approval date (date from which the Final Development Order is issued by the Community Development Department) of the Final Development Order on **September 8, 2021** (no later than **September 8, 2022**), and must be completed as shown on plans approved by the Technical Review Committee.

WARNING: If the applicant/owner has not obtained a building permit(s) for either the construction of infrastructure or construction of the entire project and that construction

has not commenced within one (1) year of issuance of the final development order, the final development order will become null and void and the application for development order approval must be re-initiated (Article 2, Section 2.21.00).

NOTE: Construction of infrastructure shall be defined as site work, grading, or other construction activity (not including clearing and grubbing or demolition of existing structures) related to installation of roadways, access drives, parking lots, underground utilities, stormwater or drainage facilities, or building foundations (Article 2, Section 2.21.00).

NOTE: An applicant/owner who desires to extend the twelve (12) month (1 year) deadline for either the construction of infrastructure or construction of the entire project must submit a written request to the Community Development Department, no less than thirty (30) days prior to the expiration of the twelve (12) month deadline to obtain a building permit and commence construction of infrastructure or construction of the entire project. The applicant may receive only one extension, and such extension shall not exceed one year. The applicant /owner should review Article 2, Section 2.21.00, of the Destin Land Development Code for further explanation of the Development Order extension process.

2. If the applicant fully complies with the requirements of Condition No. 1. above, the concurrency capacity allocation status for “Destin Water Users Campus Improvements” will be protected. **However, the protected concurrency status will be lost and the application for development order approval must be re-initiated if:**
 - A. **Construction permit(s) in association with construction of infrastructure or construction of the entire project are not obtained in accordance with Article 2, Section 2.10.00 of the Land Development Code to maintain concurrency, or**
 - B. **Construction activity ceases for a period of one (1) year after a building permit for construction of infrastructure or construction of the entire project has been issued so that concurrency is not maintained under Article 6 of the Destin Land Development Code.**
3. The applicant must obtain City of Destin permits for the following activities on and off site (these may require appropriate bonding):
 - A. Disturbance of the City's Right-Of-Way (Note: Applicant must obtain the proper ROW permit(s) from the Public Services Department prior to issuance of building permits, unless otherwise exempted by the Public Services Director).
 - B. Pavement cuts.
 - C. Construction of any kind.
 - D. Clearing, grubbing, or demolition.
 - E. Paving, grading, drainage, sidewalks.
 - F. Signage.
 - G. Installation of utilities.
 - H. Construction trailers.
4. The following items must be addressed in the appropriate order:

- A. **Prior to the issuance of any City Permit**, a sign must be posted on the subject property notifying the public of the emergency contact information of the person responsible for the project. Refer to section 7.01.02(B) of the Land Development Code for details on the size, location and contents of the sign. Additionally, a posting of emergency contact information sign affidavit must be submitted to the Planning Division prior to the issuance of any permits.
- B. **Prior to the Commencement of Construction**, a permit, with a copy of the demolition plan for the site indicating the location of the Construction Site Screening, must be submitted and approved by the City. Said screening must meet the requirements set forth in Destin Code of Ordinances, Section 6-51 *Screen Criteria*.
- C. **Prior to the issuance of any City Permit**, obtain a Florida Department of Transportation Right-of-Way Construction Permit and submit copy to the City Engineer.
- D. **Prior to the issuance of any City Permit**, obtain a Florida Department of Environmental Protection (FDEP) National Pollutant Discharge Elimination System (NPDES) permit and submit a copy to the City Engineer. Provide a copy of the Stormwater Pollution Prevention Plan (SWPPP) as required for the NPDES permit for all construction disturbance over 1 acre. If the site is less than 1 acre, provide an erosion control plan in accordance with LDC Article 11.
- E. **Prior to the issuance of any City Permit**, a copy of the Northwest Florida Water Management District (NFWFMD) storm water permit and a NPDES storm water construction generic Permit (if applicable) approval shall be provided.
- F. **Prior to the issuance of a Certificate of Occupancy**, the developer/owner, engineer of record and the contractor shall make themselves familiar with LDC Article 11.09.00., Illicit Discharge, and shall comply with the codes, or be subject to enforcement.
- G. **Prior to the issuance of a Certificate of Occupancy**, the developer/owner, engineer of record and the contractor shall make themselves familiar with LDC Article 8, Transportation, and shall comply with the codes, or be subject to enforcement.
- H. **Prior to the issuance of a Certificate of Occupancy**, all applicable Impact Fees and other outstanding costs associated with this project that are owed to the City must be paid in full.

Estimated impact fee total: \$34,894.46

- I. **Prior to the issuance of a Certificate of Occupancy**, the site layout, landscaping, outdoor lighting and architectural design must be inspected and approved by the Community Development Department.
- J. **Prior to the issuance of a Certificate of Occupancy**, a Stormwater Operation/Maintenance Plan (SWOMP) approved by the City shall be acknowledged and signed by the Owner.
- K. **Prior to the issuance of a Certificate of Occupancy**, assigned address number for the principal building shall be displayed and clearly visible and legible, preferably reflective, from the street or private way on which the building fronts with Arabic numerals not less than three

inches in height and one-half inch in width. Numbers must be in a color contrasting to the building or other background. Assigned numbers for principal buildings which are not visible from the street or private way shall additionally be displayed at the intersection of the driveway and servicing street, and attached to a post, wall, fence or mailbox at a level to ensure visibility. *Ref. LDC Section 7.18.04.*

Louis Zunguze, MURP
Community Development Director
City of Destin

Date

D. Lockwood Wernet
Destin Water Users, Inc.

Date

**TECHNICAL REVIEW COMMITTEE REPORT
DESTIN WATER USERS CAMPUS IMPROVEMENTS
A MAJOR DEVELOPMENT ORDER (21-12-SP)**

Applicant: Destin Water Users, Inc.
Agent: Douglas Thomason
Location: 14 Industrial Park Lane
Request: Construction of three new buildings and a parking garage for staff
Parcel Size: 32.78 acres, $\pm$ 1,427,896 square feet
Future Land Use: Institutional (INST)
Zoning District: Institutional (INST)
Density: Not applicable
Intensity: 0.018 FAR
Application Date: February 26, 2021
Approved Site Plan Date: September 7, 2021

DISCUSSION/FINDINGS

Destin Water Users, Inc. is requesting approval for a Major Development Order approval. The project is located at 14 Industrial Park Lane (Parcel IDs: 00-2S-22-0000-0001-001A; 00-2S-22-0000-0001-0620; 00-2S-22-0000-0001-0010). The property totals approximately 32.78 acres and is currently the location of Destin Water Users (DWU). The applicant is proposing to demo the existing metal buildings to the west of the training building and to construct of three new buildings (warehouse building, departmental storage building/workshop, and an office building) and a parking garage within the existing DWU campus, to be utilized by the existing staff.

COMPREHENSIVE PLAN/LAND DEVELOPMENT CODE

The property has a Future Land Use Map designation of Institutional (INST) and a zoning designation of Institutional (INST). The proposed project is consistent with the Comprehensive Plan and Land Development Code (LDC).

LAND USE

‘Utilities – Water, sewage, and other systems’ is an appropriate use within the INST future land use designation and is a permitted use within the INST zoning district.

DENSITY

Not applicable

HEIGHT

Maximum allowed: 35' / 3 stories
Provided: 31' 8" / 2 stories

FLOOR AREA RATIO

Maximum allowed: 0.50
Provided: 0.018

SETBACKS

Front required: None
Front provided: Requirement Met

Side minimum required: None
Side provided: Requirement Met

Rear minimum required: None
Rear provided: Requirement Met

OPEN SPACE

Minimum required: 25%
Provided: 75%

PLATTING

Not applicable

CONCURRENCY MANAGEMENT

Concurrency requirements have been met:

Traffic: Not Applicable.

Stormwater Management: Signed July 30, 2021

Potable Water/Sanitary Sewer: Signed May 13, 2021

Solid Waste: Signed June 9, 2021

AIRPORT PROTECTION

As proposed, this project is not affected by nor affects the Destin – Ft. Walton Beach Airport. The applicant has indicated on the development order application that the proposed project is not within the Airport Expansion Area.

NOTE: If construction necessitates the use of a crane, or other obstruction, which exceeds Federal Aviation Administration FAR 77 Standards (normally 200 feet above ground level), the applicant must request a variance from the FAA for temporary encroachment into this restrictive area and a copy of a completed FAA Form 7460, must be placed on file with the City of Destin prior to the crane, or other obstruction, penetrating the restricted airspace.

TRANSPORTATION ANALYSIS

The proposed project has been deemed to have a de minimis impact by the City Engineer; therefore, the project is not subject to transportation concurrency requirements, per Comprehensive Plan Policy 12-4.1.3.C

RIGHT-OF-WAY DEDICATION

The project does not include right-of-way dedication.

INGRESS/EGRESS

Vehicular access to the property is provided by a two-way accessway via the Industrial Park Lane public ROW. Vehicular access is also provided to the main office by a right in, right out off Main Street.

PEDESTRIAN NETWORK

The project provides a complete pedestrian network as required in LDC 8.09.03.A(6). A continuous on-site internal sidewalk is provided throughout the development.

PARKING:

Minimum required: 112

Provided: 156

UTILITIES:

All utilities are required to be undergrounded.

STORMWATER:

The City Manager's Stormwater designee approved the stormwater plan in a memo dated July 28, 2021.

REFUSE COLLECTION:

All non-construction related dumpsters, trashcans, and recycling bins shall be placed in a solid waste collection area or inside a building.

WHITE SANDS ZONE

The proposed project is not located within a White Sands Zone.

LANDSCAPING

Front perimeter/common boundary: Not applicable

Interior parking landscape: Requirement met

Buffer zone: Not applicable

Preservation and restoration:

Reforestation trees required: 9

Preserved trees: 0

Replacement trees: 0

Required parking trees: 3

Total required trees: 12**Total trees provided: 22****SIGNS**

All signs must comply with the sign code section of the Destin Land Development Code in effect at the time a sign application is submitted.

IMPACT FEES:

Final impact fee amounts have been developed using the provisions outlined in LDC 19.03.05.A.2. The impact fees for the proposed project are estimated to be:

21-12-SP – Destin Water Users Campus Improvements

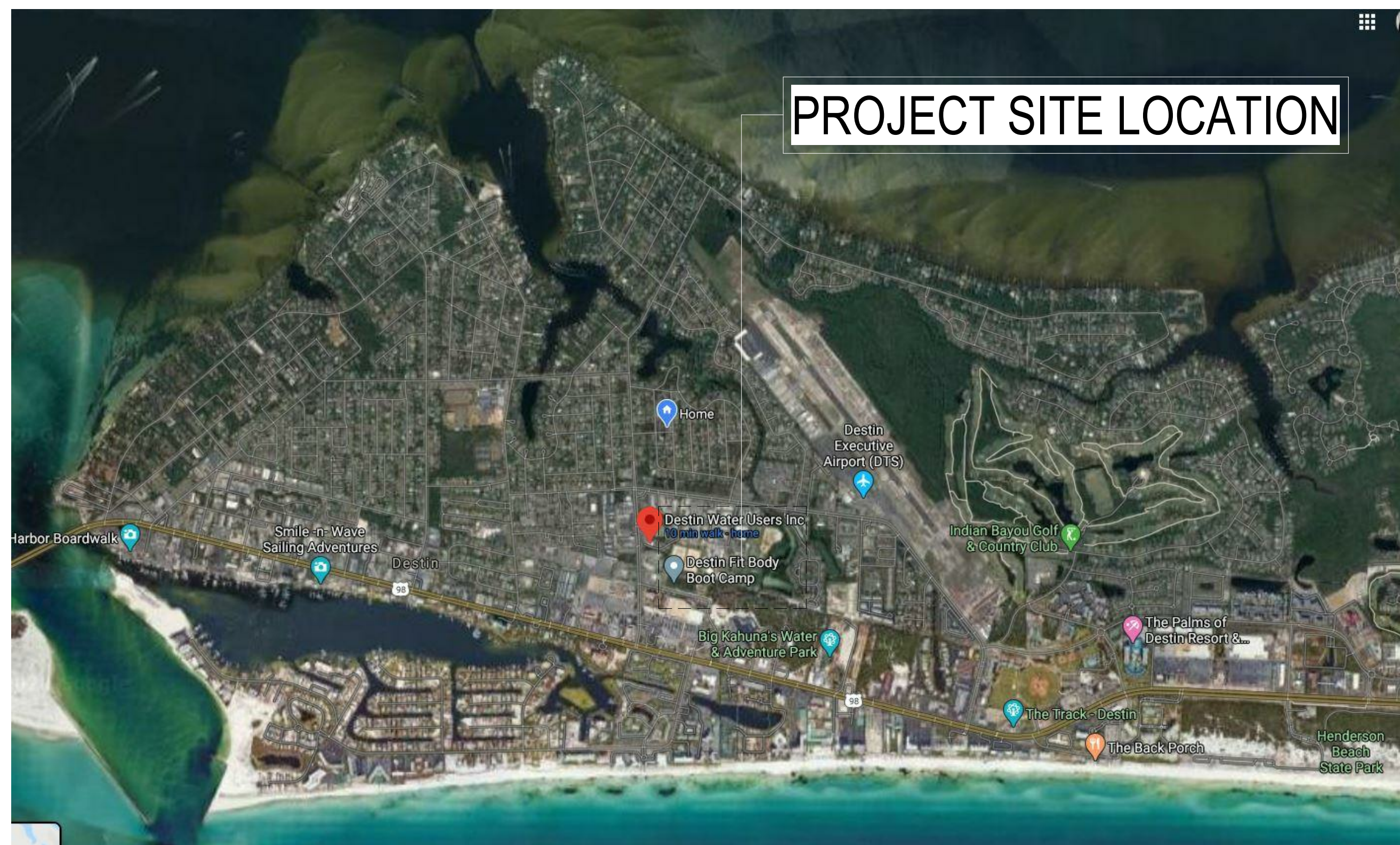
LAND USE	UNITS	PARK	LIBRARY	POLICE	TRANS.	TOTAL
Other institutional (per 1,000 SF of gross floor area)	30.501 (Proposed) – 5.962 (Existing) = 24.539	\$0	\$0	\$18	\$1,404	
Totals	24.539	\$0	\$0	\$441.70	\$34,452.76	\$34,894.46

OTHER FEES: NONE

COMMENTS:

Per Community Development Department:

1. **Prior to the issuance of a Certificate of Occupancy**, all required parking and related landscaping shall be installed, inspected, and approved by the Engineering and Community Development Departments.



VICINITY MAP



LOCATION MAP

PROJECT SITE LOCATION

– PARCEL NUMBER: 00-2S-22-0000-0001-001A
LEGAL INFORMATION: PARCELS 1A, AB, 9, AND 12 DES IN BK
2983 PG 1910

– PARCEL NUMBER: 00-2S-22-0000-0001-0620
LEGAL INFORMATION: COM N COR QUIET WOOD S/D N39
DEG W287 FT N84 DEG W2579 FT S11 DEG W609 FT

PROJECT SITE LOCATION

DEVELOPEMENT AREA:
174,170 SQ FT, 3.99 ACRES
PARCEL NUMBER: 00-2S-22-0000-0001-0010
LEGAL INFORMATION: COM INT N R/W HWY 98 AND W R/W
AIRPORT RD N ALG W R/W TO S LINE GULF POWER ESMT THC

DESTIN WATER USERS (DWU) WWTP
NEW OFFICE BUILDING, WAREHOUSES, &
PARKING GARAGE
14 INDUSTRIAL PARK LANE DESTIN, FL 32541

SCHEDULE - SHEET INDEX	
SHEET INFORMATION	
NUMBER	NAME
GENERAL	
G-001	COVER SHEET
G-002	SITE REFERENCE
G-100	AS-BUILT SURVEY
G-101	OVERALL SITE PLAN, KEY PLAN, & PARKING CHART

CIVIL	
CD-100	DEMOLITION PLAN - PART ONE
CD-101	DEMOLITION PLAN - PART TWO
CD-102	GRADING PLAN - PART ONE
CD-103	GRADING PLAN - PART TWO
CE-100	EROSION AND SEDIMENT CONTROL PLAN - PART ONE
CE-101	EROSION AND SEDIMENT CONTROL PLAN - PART TWO
CE-500	EROSION AND SEDIMENT CONTROL DETAILS
CE-501	EROSION AND SEDIMENT CONTROL DETAILS
CE-502	EROSION AND SEDIMENT CONTROL DETAILS
CE-503	EROSION AND SEDIMENT CONTROL DETAILS
CS-100	SITE PLAN - PART ONE
CS-101	SITE PLAN - PART TWO
CS-103	UTILITY PLAN - PART ONE
CS-104	UTILITY PLAN - PART TWO
CS-500	CROSS SECTIONS OF PROPOSED PAVEMENT
SW-100	STORMWATER PLAN PRE DEVELOPEMENT ORDER - PART ONE
SW-101	STORMWATER PLAN PRE DEVELOPEMENT ORDER - PART TWO
SW-102	STORMWATER PLAN POST DEVELOPMENT ORDER - PART ONE
SW-103	STORMWATER PLAN POST DEVELOPMENT ORDER - PART TWO

LANDSCAPE	
LA-100	LANDSCAPE PLAN - PART ONE
LA-101	LANDSCAPE PLAN - PART TWO

ARCHITECTURE	
A-110	OFFICE BUILDING - 1ST FLOOR PLAN
A-111	OFFICE BUILDING - 2ND FLOOR PLAN
A-112	DEPARTMENTAL STORAGE - 1ST FLOOR PLAN
A-113	DEPARTMENTAL STORAGE - LOFT PLAN
A-114	WAREHOUSE - 1ST FLOOR PLAN
A-115	WAREHOUSE - LOFT PLAN
A-116	PARKING GARAGE PLAN VIEWS
A-130	OFFICE BUILDING - ROOF PLAN
A-131	DEPARTMENTAL STORAGE - ROOF PLAN
A-132	WAREHOUSE - ROOF PLAN
A-201	OFFICE BUILDING - EXTERIOR ELEVATIONS
A-202	DEPARTMENTAL STORAGE - EXTERIOR ELEVATIONS
A-203	WAREHOUSE - EXTERIOR ELEVATIONS
A-204	PARKING GARAGE - EXTERIOR ELEVATIONS
A-205	PARKING GARAGE - EXTERIOR ELEVATIONS

MECHANICAL	
M-010	SITE PLAN

ELECTRICAL	
E-100	PARKING GARAGE - 3RD FLOOR PHOTOMETRICS
E-200	OVERALL EXISTING LIGHTING PHOTOMETRICS

THESE DRAWINGS WERE PREPARED BY:



MICHAEL BAKER INTERNATIONAL
11 N WATER ST SUITE 14290 MOBILE, AL 36602
PHONE: (251)-380-0898

DELL CONSULTING
129 E. GOVERNMENT ST, PENSACOLA, FL 32502
PHONE: (850) 332-5687



BASKERVILLE-DONOVAN INC
449 W MAIN ST, PENSACOLA, FL 32502
PHONE: (850) 438-9661

AREA CALCULATIONS - TOTAL ACRES = 32.78 OR 1,427,896.8 SF			
	IMPERVIOUS	PERVIOUS	EXCLUDED AREA
PRE-DEVELOPMENT	148,467 SF	505,281.8 SF	774,148 SF
% OF SITE AREA	23%	77%	
POST-DEVELOPMENT	165,349 SF	488,399.8 SF	774,148 SF
% OF SITE AREA	25%	75%	
TOTAL DEVELOPMENT AREA	174,170 SF OR 3.99 ACRES		

OWNER OF PROPERTY:
DESTIN WATER USERS INC.
218 MAIN ST DESTIN, FL 32541
PHONE: (850) 837-6146

PRESIDENT: TOM WEIDENHAMER
VICE PRESIDENT: JAMES D. NEILSON, JR
SECRETARY/TREASURER: JIM WOOD

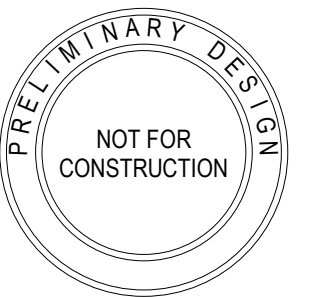
Michael Baker

I N T E R N A T I O N A L
11 N WATER ST SUITE 14290
MOBILE, AL 36602



DESTIN WATER USERS, INC.
218 MAIN ST
DESTIN, FL 32541

Consultant



SEAL

[illegible]

DESTIN WATER USERS (DWU) WWTP
14 INDUSTRIAL PARK LN
DESTIN, FL 32541
PROJECT 08-01-063

COVER SHEET

Project Number:

Date: 8/2/2021

Scale:	AS NOTED
--------	-----------------

Sheet # **G-001**

© Baker 2021

DEVELOPEMENT ORDER

[illegible]

1. THE FIELD SURVEY DATUM SHOWN HEREIN IS REFERENCED TO A PREVIOUS SURVEY BY THIS FIRM. PROJECT NUMBER 122310, DATED 11-27-86 AND TO EXISTING FIELD MONUMENTATION.
2. NO TITLE SEARCH, TITLE OPINION OR ABSTRACT WAS PERFORMED BY OR FOR FURNISHER TO THIS FIRM. THE FIELD SURVEY IS MADE FROM THE RECORDS OF THE RECORDING OFFICE, RECORDS, RIGHTS-OF-WAY, BUILDING SETBACKS, RESTRICTIVE COVENANTS OR OTHER INSTRUMENTS WHICH COULD AFFECT THE BOUNDARIES.
3. THE CENTER OF THE UNDERGOING SURVEY THAT THE PARCEL OF LAND SHOWN HEREIN IS IN ZONE "X", AREAS DETERMINED TO BE OUTSIDE THE 500 YEAR FLOODPLAIN BASED ON THE FLOOD INSURANCE RATE MAP FOR THE CITY OF DUSTIN, FLORIDA, COMMUNITY PANEL NUMBER 123158 0001, F, 12/12/85 AND 12/12/85.
4. IT IS THE RESPONSIBILITY OF THE OWNER/BUILDER TO VERIFY ANY BUILDING SETBACKS PRIOR TO CONSTRUCTION.
5. THE STRUCTURE DIMENSIONS DO NOT INCLUDE THE EAVE OVERHANG OR THE FOUNDATION FOOTINGS.
6. THE FIELD SURVEY WAS PERFORMED FROM 7/12/00 THROUGH 7/15/00 AND THE DATA RECORDED IN FIELD BOOK--00--PAGE(S) 34 & 35, AND IN FIELD BOOK--00--PAGE(S) 8-10, 12-16 AND 23-24.
7. ADDITIONAL FIELD WORK WAS PERFORMED ON 6/26/01 THROUGH 6/27/01 AND THE DATA RECORDED IN FIELD BOOK--00--PAGE(S) 36-37 AND IN FIELD BOOK--01-04 AT PAGE 75 AND AGAIN ON 8/25/01 AND RECORDED IN FIELD BOOK--01--PAGE(S) 46 AND 49.
8. EXISTING TREES 12" IN DIAMETER AND LARGER HAVE BEEN SHOWN AND HEREIN.
9. THE IMPROVEMENTS ARE AS SHOWN.
10. THIS IS AN UPDATED SURVEY OF THE PROPERTY SHOWN TO INCLUDE NEWLY CONSTRUCTED IMPROVEMENTS AND SPECIFIC TREES SHOWN AS PER THE CLIENTS REQUEST. THE ORIGINAL SURVEY WAS SIGNED BY ROBERT SCOTT MILLS, FLORIDA REGISTRATION NUMBER 5509 ON 08/07/2000.
11. THE APPROXIMATE LOCATIONS OF THE METALDS SHOWN HEREIN ARE NOT BASED ON PROCEDURES APPLICABLE TO THE FLOODPLAIN AND/OR ENVIRONMENTAL PROTECTION BUREAU OF SURVEY AND MAPS AND ARE OPEN TO FURTHER INTERPRETATION.
12. UTILITIES / IMPROVEMENTS OTHER THAN SHOWN HEREIN WERE NOT LOCATED AS PER THE CLIENTS REQUEST.
13. UPDATED FIELD SURVEY WAS PERFORMED ON 11/06/03 THROUGH 11/18/03 AND RECORDED IN FIELD BOOK--02--PAGE(S) 46 & 47 AND FIELD BOOK--03--PAGE(S) 23-25.
14. THE ELEVATIONS SHOWN HEREIN ARE REFERENCED TO THE DRAWING "SITE GRADING PLAN FOR THE WASTEWATER TREATMENT PLANT" DATED 11/18/03 AND RECORDED IN FIELD NUMBER 112230-01, PAGE 2/6-26/05 SHEET 1 OF 27, DEPICTING A BENCHMARK ELEVATION OF 17.33 FEET ON TOP OF AN ELEVATION MARKER WHICH IS A CONCRETE PLANT FOUNDATIONS MAINTENANCE BUILDING AND RELATIVE TO NATIONAL GEOGRAPHIC SURVEY (NADS) DATUM.
15. UPDATED FIELD SURVEY WAS PERFORMED ON 07/08/19 THROUGH 07/10/19 AND RECORDED IN FIELD BOOK--04--PAGE(S) 46 & 47.

LEGEND

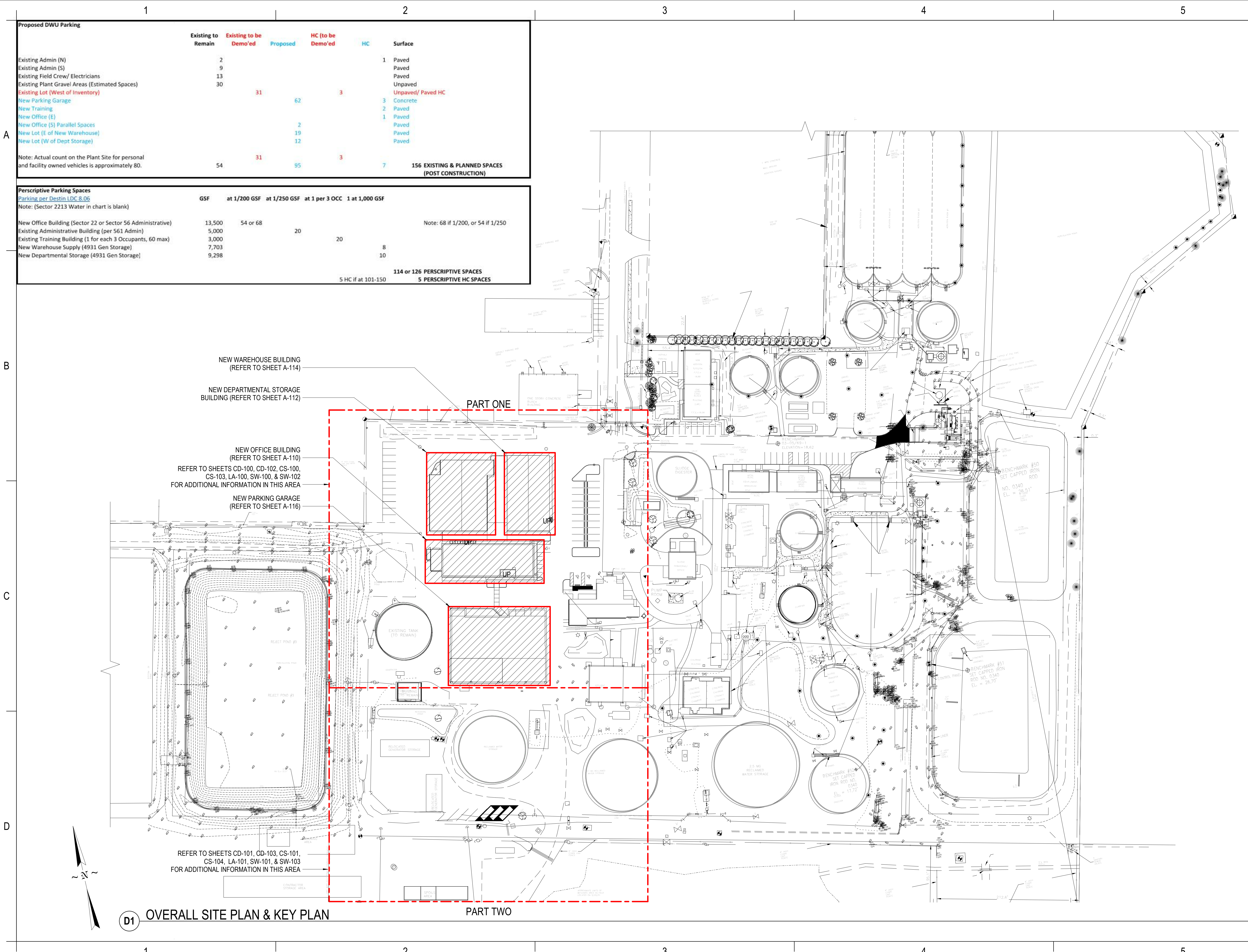
	FOUND CONCRETE MONUMENT NUMBER 3724
	FOUND CONCRETE MONUMENT NUMBER 3027
	FOUND CONCRETE MONUMENT STAMPED RAYMOND RICHARDSON AND ASSOCIATES
	FOUND CONCRETE MONUMENT WITH ALUMINUM DISK
	FOUND CAPPED IRON ROD NUMBER 0340
	SET 1/2" CAPPED IRON ROD NUMBER 0340
	FOUND 1/2" CAPPED IRON ROD NUMBER 3724
	FOUND 5/8" CAPPED IRON ROD NUMBER 3027
	FOUND 5/8" CAPPED IRON ROD STAMPED CHACTAW ENGINEERING
	LIGHT POLE
	POWER POLE
	POWER POLE ANCHOR
	TELEPHONE PEDESTAL
	FIRE HYDRANT
	SANITARY SEWER MANHOLE
	BACK FLOW PREVENTER
	STORM DRAINAGE MANHOLE
	MONITORING WELL
P.O.C.	POINT OF COMMENCEMENT
P.O.B.	POINT OF BEGINNING
DESC	DESCRIPTION
F	FIELD
R/W	RIGHT-OF-WAY
P.C.	POINT OF CURVATURE
R	RADIUS
LA	ARC DISTANCE
D	CENTRAL ANGLE
C	CHORD
CB	CHORD BEARING
A/C	AIR CONDITIONER PAD
TRANS	ELECTRIC TRANSFORMER PAD
F.F.E.	FINISHED FLOOR ELEVATION
ELEV	ELEVATION
±18.26	SPOT ELEVATION
	DENOTES BENCHMARK ELEVATION
	SPRINKLER HEAD
	WILLOW TREE AND SIZE
	PINE TREE AND SIZE
	SYCAMORE TREE AND SIZE
	OAK TREE AND SIZE
	UNKNOWN TREE AND SIZE

NOT VALID WITHOUT
THE SIGNATURE AND
THE ORIGINAL RAISED SEAL
OF A FLORIDA LICENSED
SURVEYOR AND MAPPER

A PORTION OF UNDIVIDED
OWNSHIP 2 SOUTH, RANGE 22 WEST,
OKALOOSA COUNTY, FLORIDA

PROJECT NO: 11229.10		NO. DATE		APPR.		REVISION/ACTION TAKEN	
THIS drawing is the property of the U.S. Government and is not to be reproduced in whole or in part, nor is it to be used in any way that might imply endorsement or approval by the U.S. Government without prior written consent.		1 08/29/01		APPROVED AND ADDITIONAL WORK REQUIRED		ADD ACTION TO LAB BUILDING	
SCALE: 1"=60'		2 10/02/01		REVISIONS APPROVED IN DESIGN MEETING		ADD ADDRESS, MAILING ADDRESS AND REMOTE ADDRESS	
DATE: 07/24/19		3 08/24/03		DESIGNED NEW PAVING AND NEW CONCRETE		ADD NEW STRUCTURE AT SUDGE DRIPPS	
NOT RELEASED FOR CONSTRUCTION		4 12/04/03		UPDATED BOUNDARY AND ADDED LOT 13		ADD ADDITIONAL IMPROVEMENTS	
CHK'D BY: RSM		5 12/04/03		UPDATED TO SHOW ALL IMPROVEMENTS		ADD SUDGE DRAIN IMPROVEMENTS	
BY DATE		6 05/17/04		UPDATED TO SHOW ALL IMPROVEMENTS			
DATE: 07/24/19		PROJ. NO: RSM					

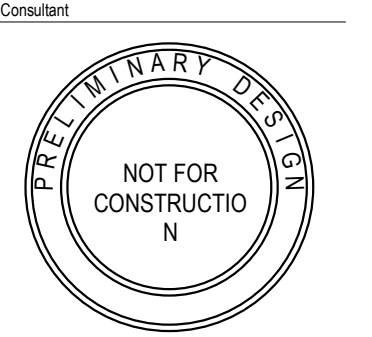
AS-BUILT SURVEY
PREPARED FOR / CERTIFIED TO:
DESTIN WATER USERS



Proposed DWU Parking	Existing to Remain	Existing to be Demo'd	Proposed	HC (to be Demo'd)	HC	Surface
Existing Admin (N)	2				1	Paved
Existing Admin (S)	9				1	Paved
Existing Field Crew/ Electricians	13				1	Paved
Existing Plant Gravel Areas (Estimated Spaces)	30					Unpaved
Existing Lot (West of Inventory)		31	62	3		Unpaved/ Paved HC
New Parking Garage					3	Concrete
New Training					2	Paved
New Office (E)					1	Paved
New Office (S) Parallel Spaces			2			Paved
New Lot (E of New Warehouse)			19			Paved
New Lot (W of Dept Storage)			12			Paved
Note: Actual count on the Plant Site for personal and facility owned vehicles is approximately 80.						
	54	31	95	3	7	156 EXISTING & PLANNED SPACES (POST CONSTRUCTION)

Perscriptive Parking Spaces	GSF	at 1/200 GSF	at 1/250 GSF	at 1 per 3 OCC	1 at 1,000 GSF	
Parking per Destin LDC 8.06						
Note: (Sector 2213 Water in chart is blank)						
New Office Building (Sector 22 or Sector 56 Administrative)	13,500	54 or 68				Note: 68 if 1/200, or 54 if 1/250
Existing Administrative Building (per 561 Admin)	5,000		20			
Existing Training Building (1 for each 3 Occupants, 60 max)	3,000			20		
New Warehouse Supply (4931 Gen Storage)	7,703				8	
New Departmental Storage (4931 Gen Storage)	9,298				10	
						114 or 126 PERSCRPTIVE SPACES
						5 HC if at 101-150
						5 PERSCRPTIVE HC SPACES

D1 OVERALL SITE PLAN & KEY PLAN



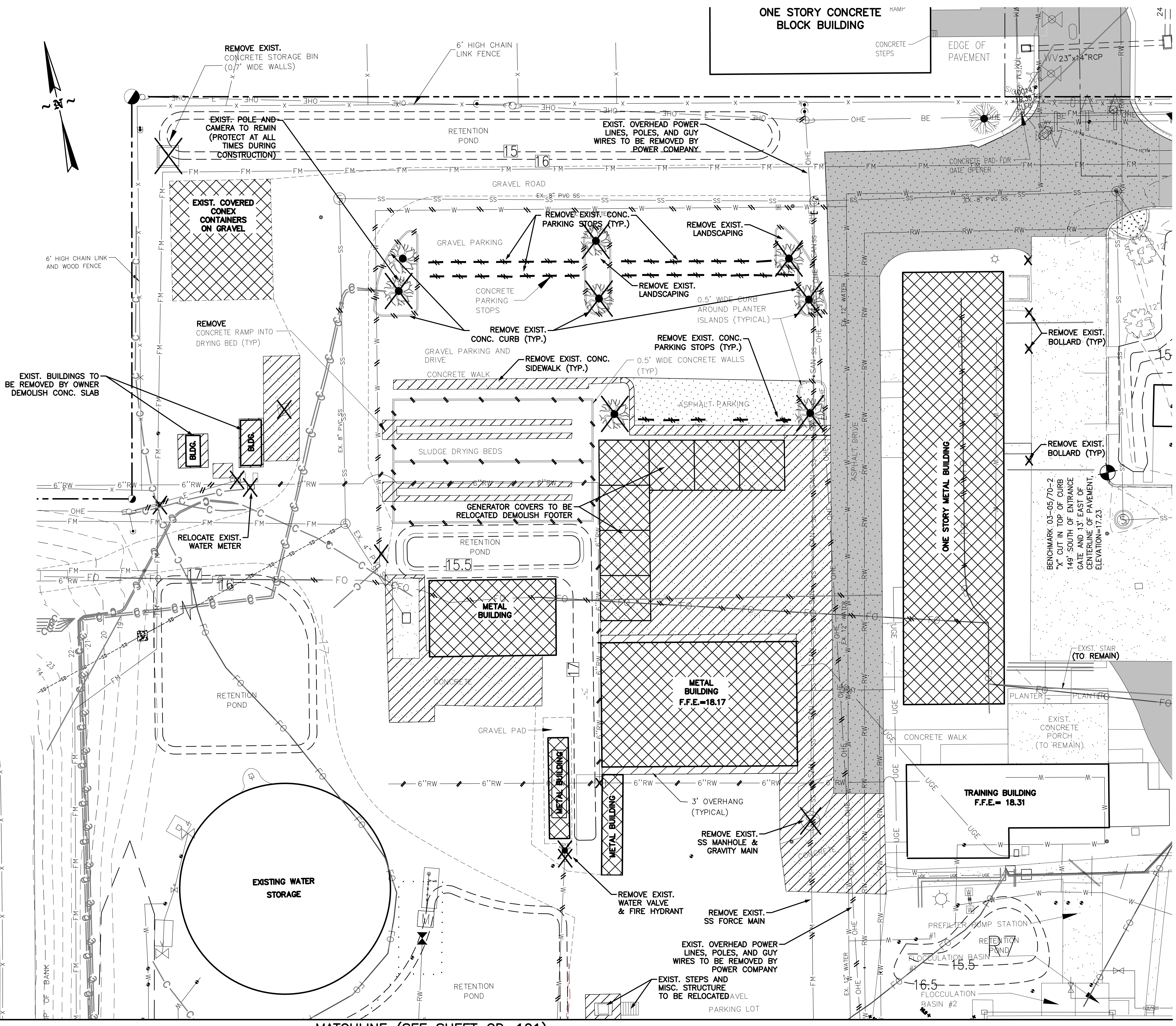
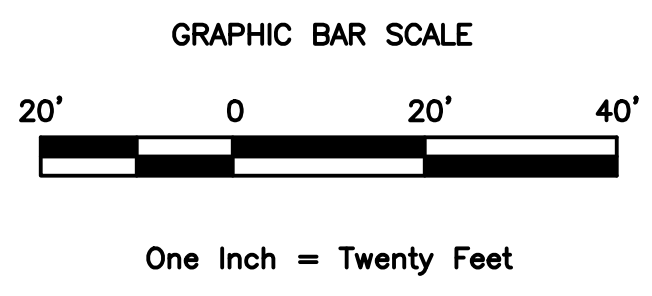
REVISIONS		DESCRIPTION
NO.	DATE	
1	2/23/2021	DO SUBMITTAL

DESTIN WATER USERS (DWU) WWTP
14 INDUSTRIAL PARK LN
DESTIN, FL 32541
PROJECT 08-01-063
OVERALL SITE PLAN, KEY PLAN, & PARKING CHART

LEGEND:

- REMOVE EXISTING BUILDING
- REMOVE EXISTING CONCRETE PAVEMENT
- REMOVE EXISTING ASPHALT PAVEMENT
- REMOVE EXISTING LIGHT POLE
- REMOVE EXISTING POWER POLE
- REMOVE EXISTING POWER POLE ANCHOR
- REMOVE EXISTING TELEPHONE PEDESTAL
- REMOVE EXISTING FIRE HYDRANT
- RESET TOP EXISTING SANITARY SEWER MANHOLE
- BACK FLOW PREVENTER
- STORM DRAINAGE MANHOLE
- DENOTES BENCHMARK ELEVATION
- SYCAMORE TREE AND SIZE
- REMOVE EXISTING CONCRETE CURB
- REMOVE EXISTING 6" RECLAIMED WATER LINE
- REMOVE EXISTING WATER VALVE
- REMOVE EXISTING WATER ?????
- EXISTING WATER LINE
- EXISTING SANITARY SEWER FORCE MAIN
- REMOVE EXISTING RECLAIMED WATER LINE
- EXISTING OVERHEAD POWER LINE
- REMOVE EXISTING CONDUIT
- REMOVE EXISTING FIBER OPTIC LINE

- NOTES:
1. ALL UNDERGROUND UTILITIES ARE APPROXIMATE ONLY. ALL EXISTING UNDERGROUND SHALL BE MARKED AND VERIFIED PRIOR TO ANY DEMOLITION WORK. ANY CONFLICTS WITH UNDERGROUND UTILITIES SHALL BE REPORTED TO THE ENGINEER PRIOR TO ANY DEMOLITION OR CONSTRUCTION ACTIVITIES
2. NO HISTORIC OR ARCHAEOLOGICAL SITES ARE LOCATED ON OR NEAR THE DEVELOPMENT.
3. DUST CONTROL: THE CONSTRUCTION MANAGER WILL HAVE WATER TRUCK SERVICES PROCURED PRIOR TO COMMENCING SITE WORK. THE CONSTRUCTION MANAGER WILL MONITOR THE SITE DAILY AND UTILIZE THE WATER TRUCK SERVICES IF DUSTY CONDITIONS ARE OBSERVED.
4. VIBRATION MONITORING: HIGH VIBRATION ACTIVITIES ARE NOT ANTICIPATED AT THIS TIME. HOWEVER IF AN ACTIVITY IS REQUIRED THAT WOULD HAVE THE POTENTIAL FOR VIBRATION, THE CONSTRUCTION MANAGER WILL UTILIZE VIBRATION MONITORING TO CONFIRM VIBRATION LEVELS ARE KEPT WITHIN REQUIRED TOLERANCES.



MATCHLINE (SEE SHEET CD-101)

Michael Baker

INTERNATIONAL

100 AIRSIDE DRIVE

MOON TOWNSHIP, PA 15108

Consultant

SEAL

NO.		DATE	DESCRIPTION	REVISIONS
1	2/23/2021	DO SUBMITTAL		

DESTIN WATER USERS (DWU) WWTP

14 INDUSTRIAL PARK LN

DESTIN, FL 32541

PROJECT 08-01-063

DEMOLITION PLAN - PART ONE

Project Number:

172986

Date:

2/23/2021

Scale:

1"=20'

Sheet #

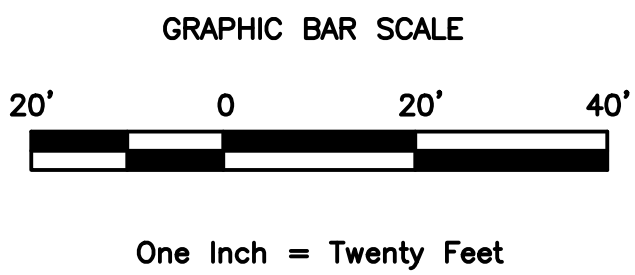
CD-100

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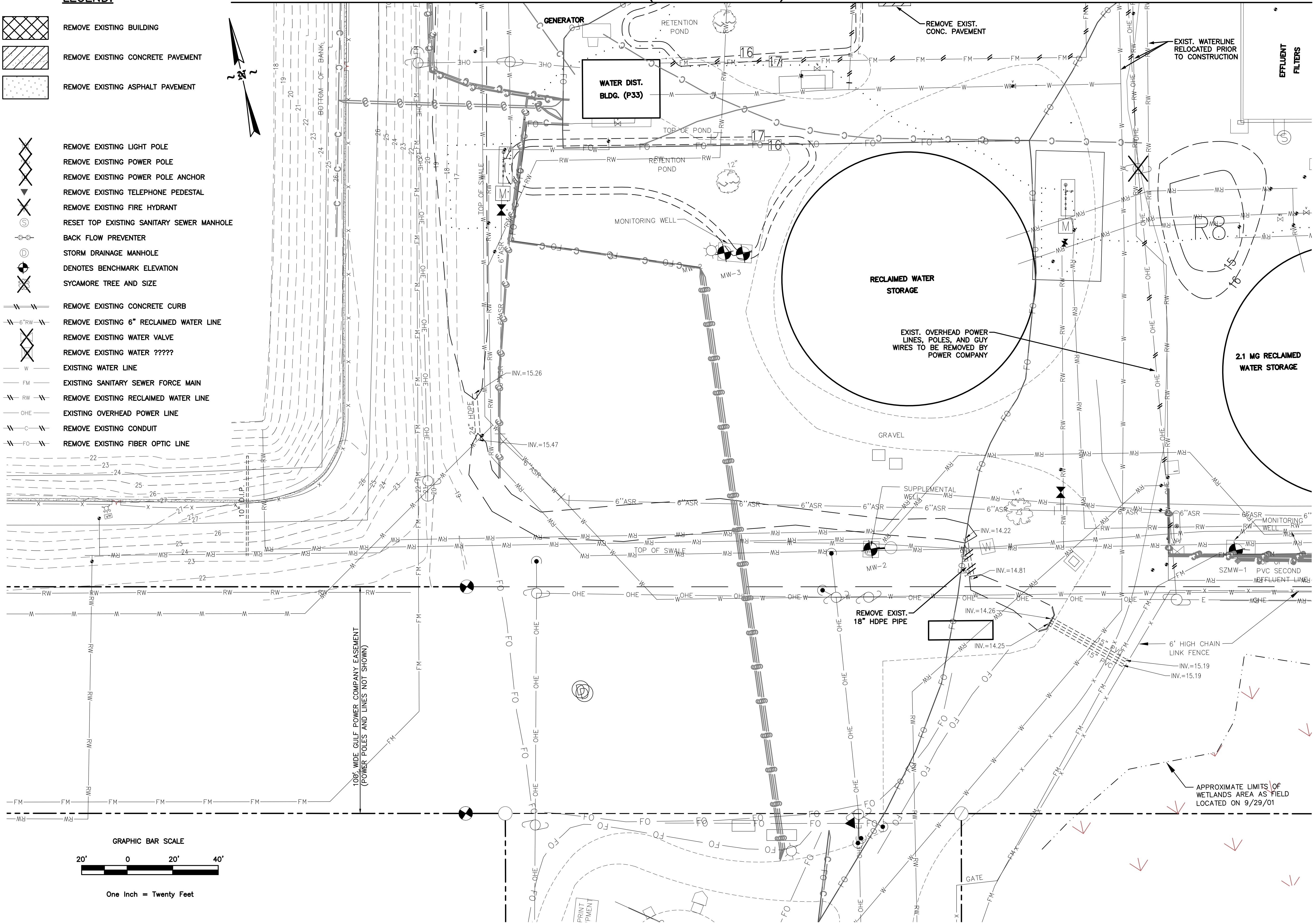
DEVELOPMENT ORDER

LEGEND:

- REMOVE EXISTING BUILDING
- REMOVE EXISTING CONCRETE PAVEMENT
- REMOVE EXISTING ASPHALT PAVEMENT
- REMOVE EXISTING LIGHT POLE
- REMOVE EXISTING POWER POLE
- REMOVE EXISTING POWER POLE ANCHOR
- REMOVE EXISTING TELEPHONE PEDESTAL
- REMOVE EXISTING FIRE HYDRANT
- RESET TOP EXISTING SANITARY SEWER MANHOLE
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- EXISTING WATER LINE
- EXISTING SANITARY SEWER FORCE MAIN
- REMOVE EXISTING RECLAIMED WATER LINE
- EXISTING OVERHEAD POWER LINE
- REMOVE EXISTING CONDUIT
- REMOVE EXISTING FIBER OPTIC LINE



MATCHLINE (SEE SHEET CD-100)

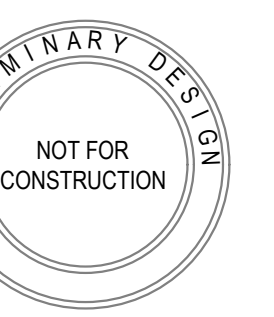


Michael Baker

INTERNATIONAL

100 AIRSIDE DRIVE
MOON TOWNSHIP, PA 15108

Consultant



SEAL

NO.		DATE	DESCRIPTION	REVISIONS
1	2/23/2021	DO SUBMITTAL		

DESTIN WATER USERS (DWU) WWTP
14 INDUSTRIAL PARK LN
DESTIN, FL 32541
PROJECT 08-01-063

DEMOLITION PLAN - PART TWO

Project Number: 172986

Date: 2/23/2021

Scale: 1"=20'

Sheet #
CD-101

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DEVELOPMENT ORDER

A

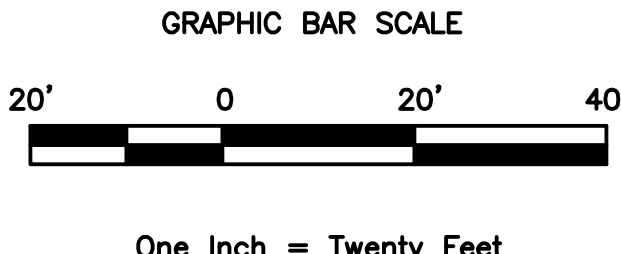
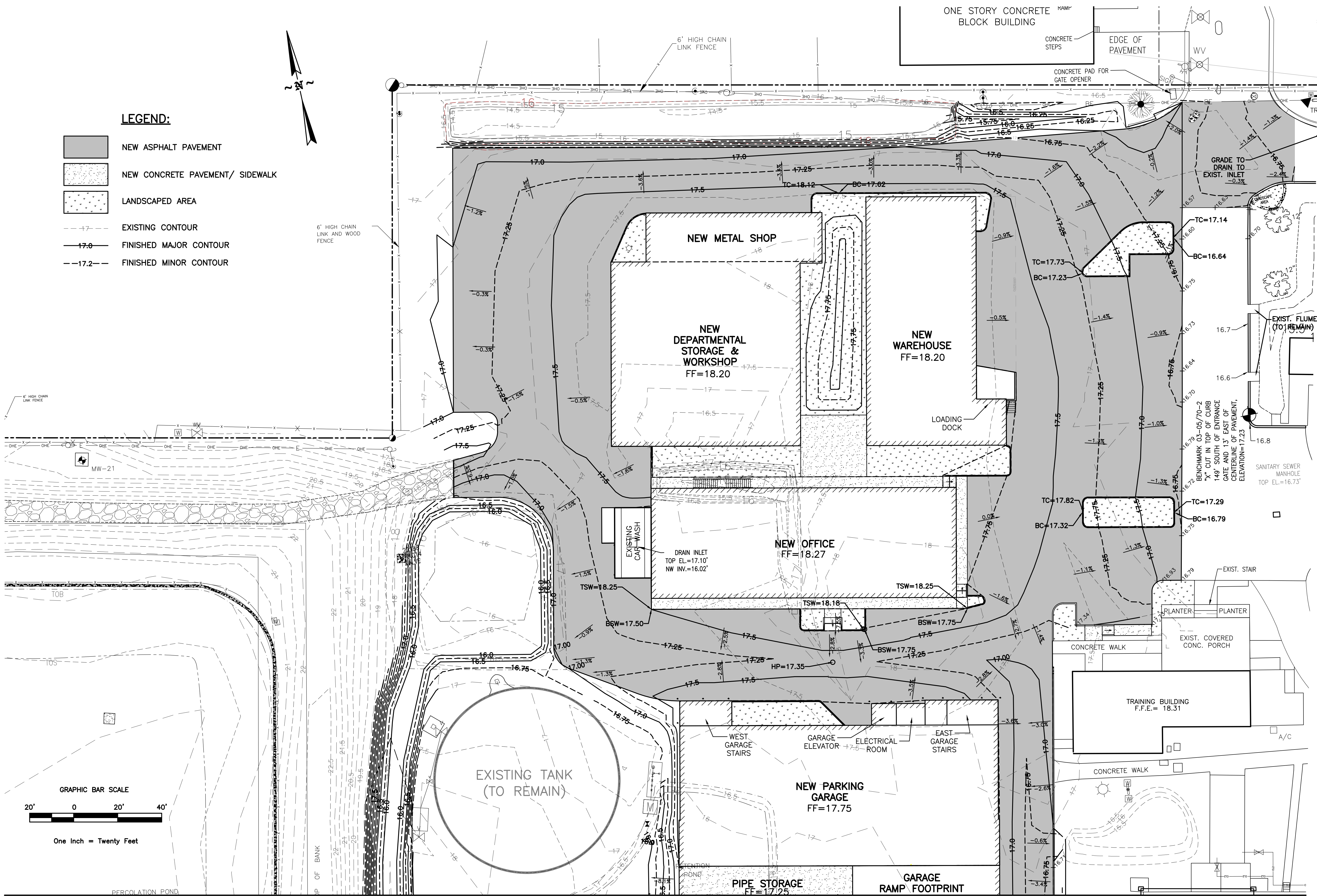
B

C

D

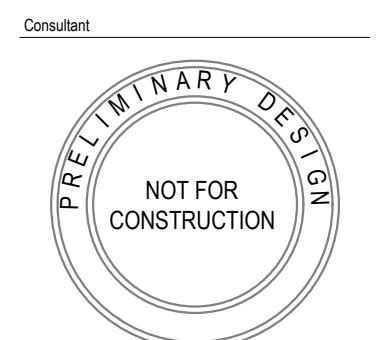
LEGEND:

- NEW ASPHALT PAVEMENT
- NEW CONCRETE PAVEMENT/ SIDEWALK
- LANDSCAPED AREA
- EXISTING CONTOUR
- FINISHED MAJOR CONTOUR
- FINISHED MINOR CONTOUR



MATCHLINE (SEE SHEET CD-103)

Michael Baker
INTERNATIONAL
100 AIRSIDE DRIVE
MOON TOWNSHIP, PA 15108



NO.	DATE	DO SUBMITTAL	DESCRIPTION	REVISIONS
1	2/23/2021			

DESTIN WATER USERS (DWU) WWTP
14 INDUSTRIAL PARK LN
DESTIN, FL 32541
PROJECT 08-01-063
GRADING PLAN - PART ONE

Project Number: 172986
Date: 2/23/2021
Scale: 1"=20'
Sheet #

CD-102
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DEVELOPMENT ORDER

A

B

C

D

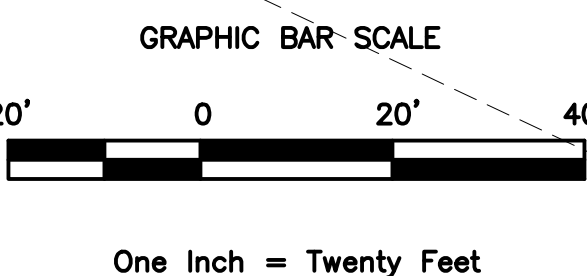
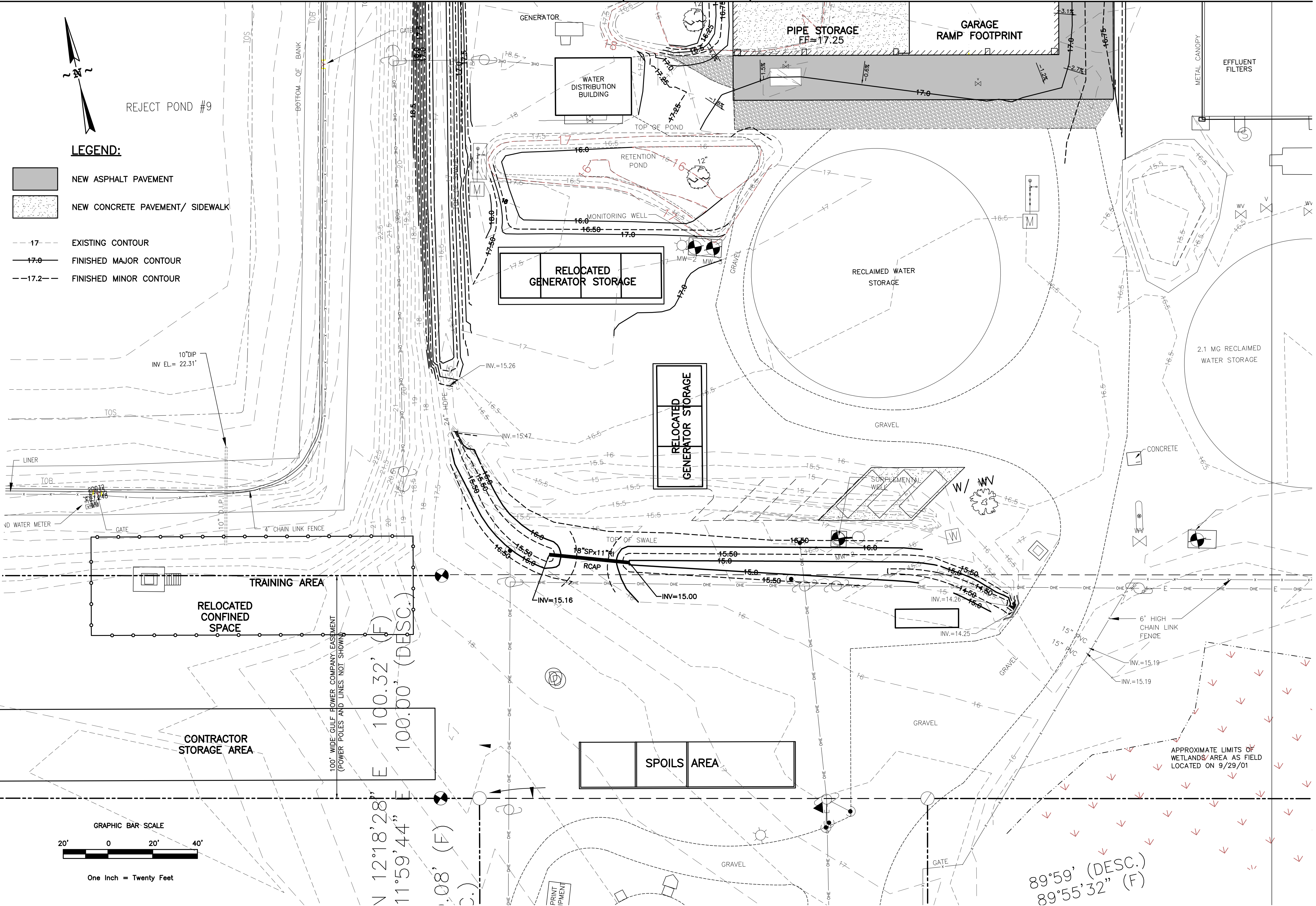
MATCHLINE (SEE SHEET CD-102)



REJECT POND #9

LEGEND:

- NEW ASPHALT PAVEMENT
- NEW CONCRETE PAVEMENT/ SIDEWALK
- EXISTING CONTOUR
- FINISHED MAJOR CONTOUR
- FINISHED MINOR CONTOUR



12°18'28" E 100.32' (F)
11°59'44" E 100.00' (DESC.)
108' (F)

89°59' (DESC.)
89°55'32" (F)

Michael Baker
INTERNATIONAL
100 AIRSIDE DRIVE
MOON TOWNSHIP, PA 15108

PRELIMINARY DESIGN
NOT FOR
CONSTRUCTION

SEAL

NO.		DATE	DO SUBMITTAL	DESCRIPTION	REVISIONS
1	2/23/2021				

DESTIN WATER USERS (DWU) WWTP
14 INDUSTRIAL PARK LN
DESTIN, FL 32541
PROJECT 08-01-063

GRADING PLAN - PART TWO

Project Number: 172986

Date: 2/23/2021

Scale: 1"=20'

Sheet # CD-103

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DEVELOPMENT ORDER

Y:\PROJECTS\Destin Water Users Inc\177946 SITE EROSION-SEDI CONTROL PLAN DO SHEETS.dwg, CE-100, 6/16/2021 8:49:38 AM, Agrowall, ANST (full bleed D 24.00 x 22.00 inches), 1:1

A

B

C

D

1

2

2

4

5

LEGEND:

- NEW ASPHALT PAVEMENT
- NEW CONCRETE PAVEMENT/ SIDEWALK
- EXISTING CONTOUR
- FINISHED MAJOR CONTOUR
- FINISHED MINOR CONTOUR
- SILT FENCE SEDIMENT BARRIER
- WATTLE DITCH CHECK
- SAND BAG DITCH CHECK
- EROSION CONTROL PRODUCTS
- INLET PROTECTION
- TEMPORARY SEND AND MULCH

EROSION AND SEDIMENT CONTROL PHASES:

- PRE-CONSTRUCTION PHASE - AS CLEARING BEGINS AND PRIOR TO ANY GRUBBING OR GRADING WORK.
- CONSTRUCTION PHASE - AS NEEDED. AS WORK IS ONGOING AND ADVANCING TOWARD COMPLETION.
- POST CONSTRUCTION - AS WORK IS COMPLETED AND PERMANENT VEGETATION IS ESTABLISHED.

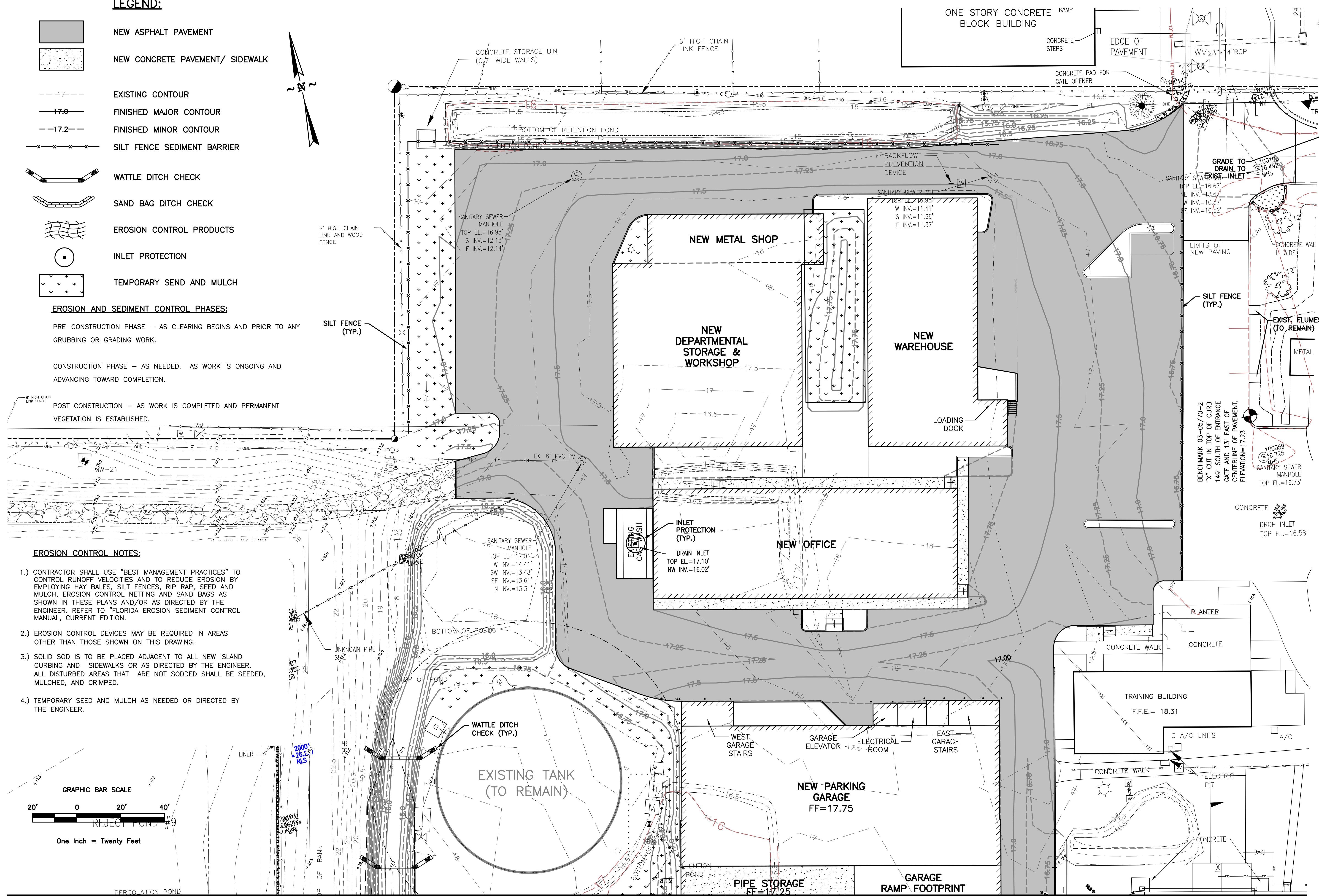
EROSION CONTROL NOTES:

- CONTRACTOR SHALL USE "BEST MANAGEMENT PRACTICES" TO CONTROL RUNOFF VELOCITIES AND TO REDUCE EROSION BY EMPLOYING HAY BALES, SILT FENCES, RIP RAP, SEED AND MULCH, EROSION CONTROL NETTING AND SAND BAGS AS SHOWN IN THESE PLANS AND/OR AS DIRECTED BY THE ENGINEER. REFER TO "FLORIDA EROSION SEDIMENT CONTROL MANUAL, CURRENT EDITION.
- EROSION CONTROL DEVICES MAY BE REQUIRED IN AREAS OTHER THAN THOSE SHOWN ON THIS DRAWING.
- SOLID SOD IS TO BE PLACED ADJACENT TO ALL NEW ISLAND CURBING AND SIDEWALKS OR AS DIRECTED BY THE ENGINEER. ALL DISTURBED AREAS THAT ARE NOT SODDED SHALL BE SEEDED, MULCHED, AND CRIMPED.
- TEMPORARY SEED AND MULCH AS NEEDED OR DIRECTED BY THE ENGINEER.

GRAPHIC BAR SCALE



One Inch = Twenty Feet

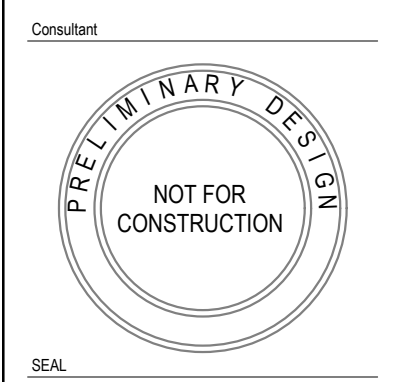


MATCHLINE (SEE SHEET CE-101)

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11 N WATER ST SUITE 14290
MOBILE, AL 36602

DESTIN WATER USERS, INC.
218 MAIN ST
DESTIN, FL 32541



REVISIONS		DESCRIPTION	DATE	NO.
1	2/23/2021	DO SUBMITTAL		

DESTIN WATER USERS (DWU) WWTP
14 INDUSTRIAL PARK LN
DESTIN, FL 32541
PROJECT 08-01-063

EROSION AND SEDIMENT CONTROL PLAN - PART ONE

Project Number: **172986**
Date: **2/23/2021**
Scale: **1"=20'**
Sheet # **CE-100**

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DEVELOPMENT ORDER

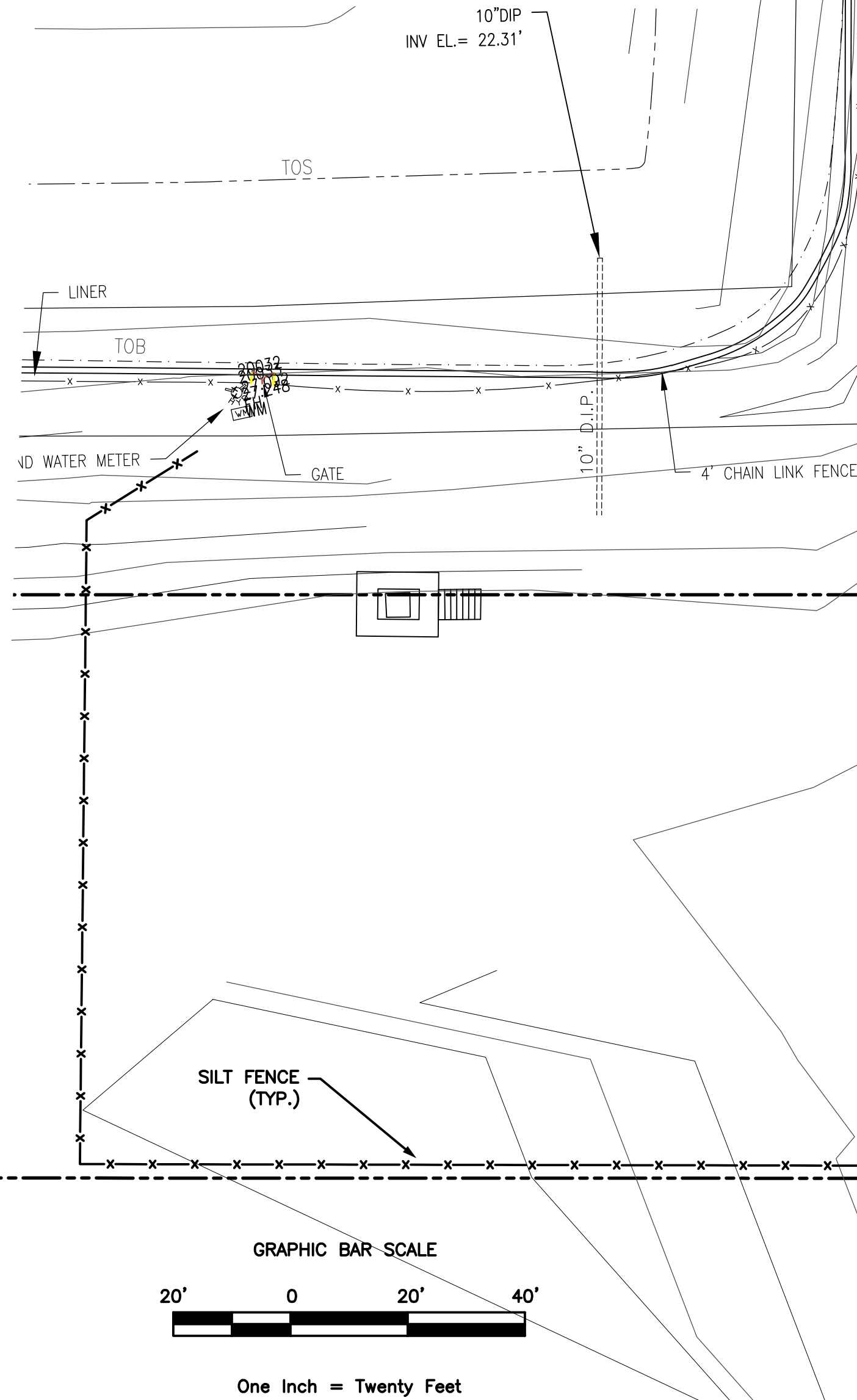
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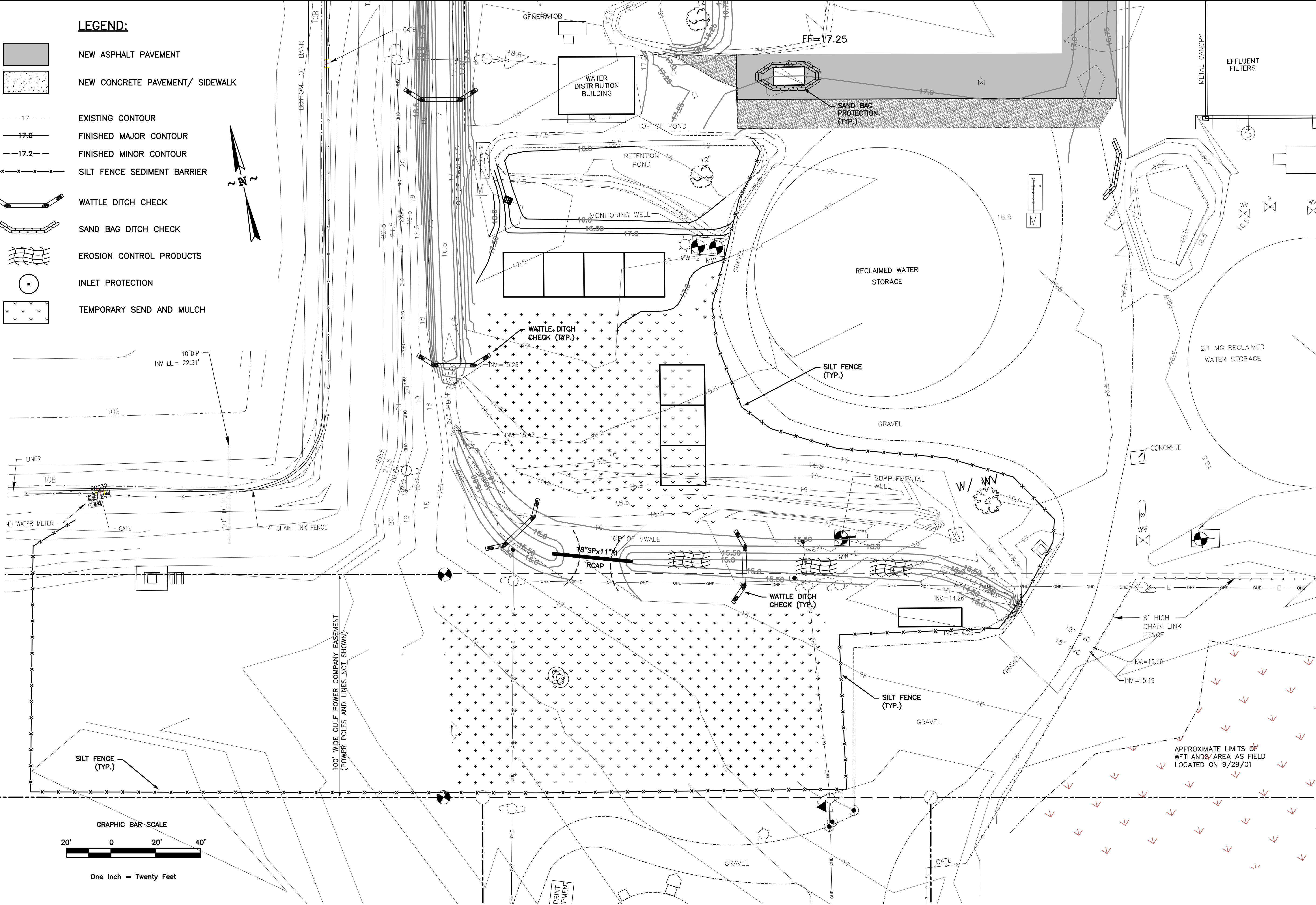
C

D

- LEGEND:**
- NEW ASPHALT PAVEMENT
 - NEW CONCRETE PAVEMENT/ SIDEWALK
 - EXISTING CONTOUR
 - FINISHED MAJOR CONTOUR
 - FINISHED MINOR CONTOUR
 - SILT FENCE SEDIMENT BARRIER
 - WATTLE DITCH CHECK
 - SAND BAG DITCH CHECK
 - EROSION CONTROL PRODUCTS
 - INLET PROTECTION
 - TEMPORARY SEND AND MULCH



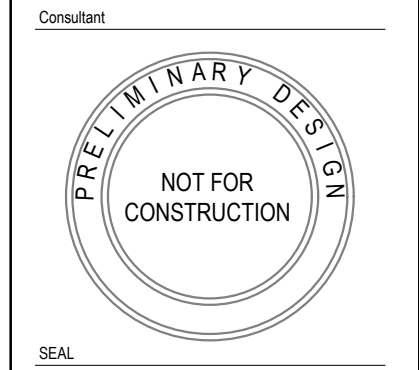
MATCHLINE (SEE SHEET CE-100)



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DESTIN WATER USERS (DWU) WWTP
14 INDUSTRIAL PARK LN
DESTIN, FL 32541
PROJECT 08-01-063

EROSION AND SEDIMENT CONTROL PLAN - PART TWO

Project Number: 172986

Date: 2/23/2021

Scale: 1"=20'

Sheet #

CE-101

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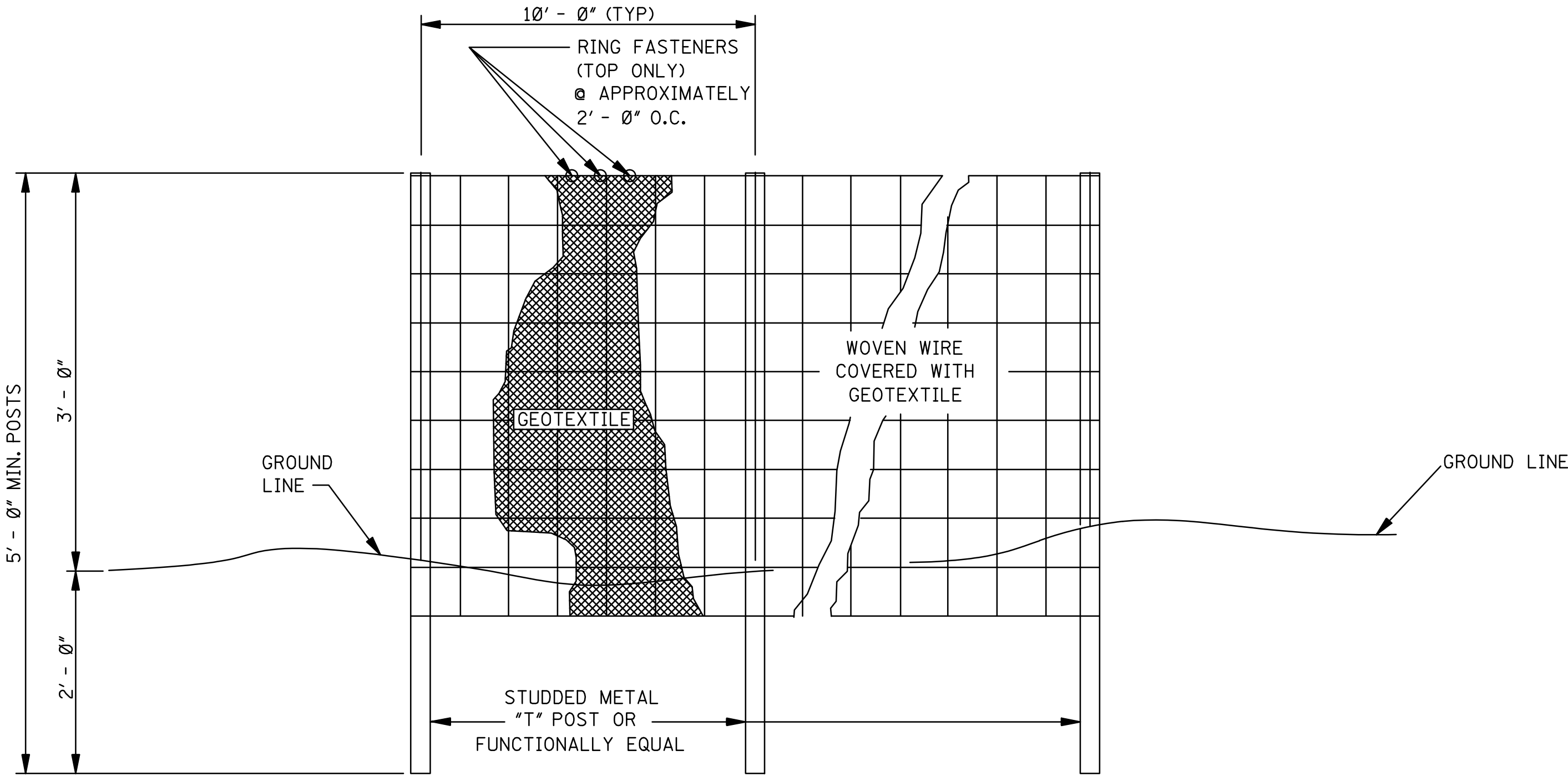
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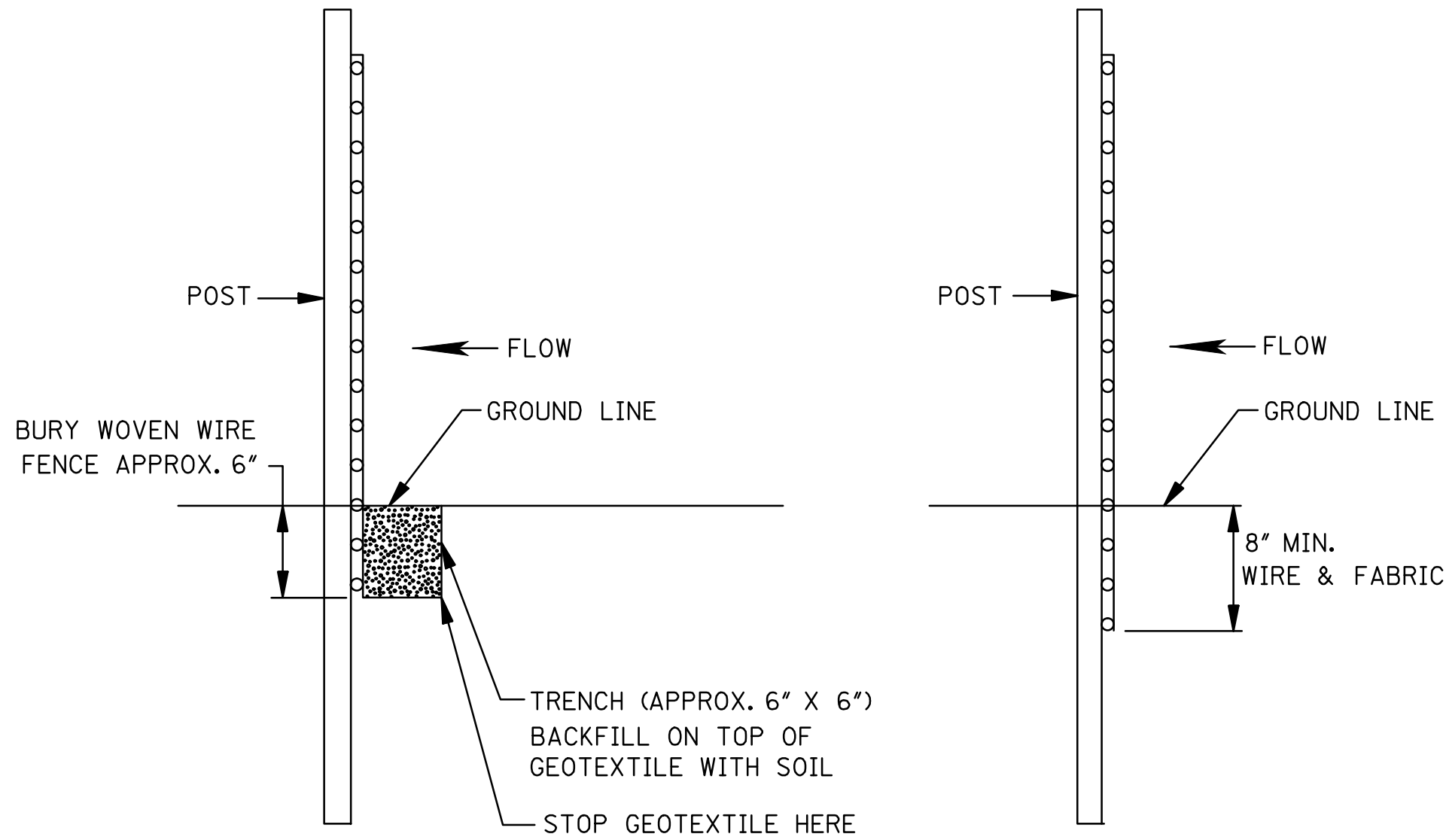
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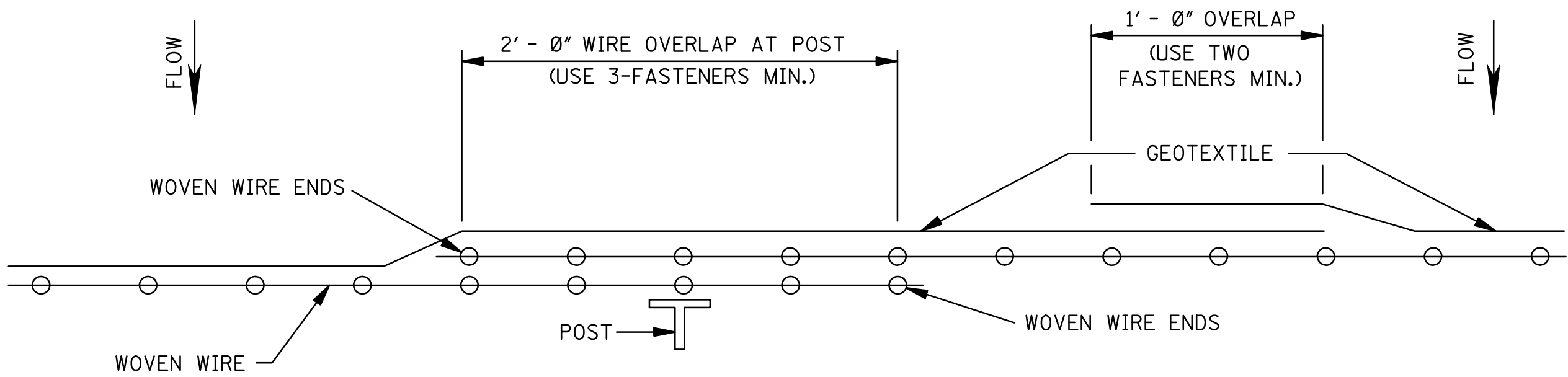
ELEVATION VIEW



METHOD I

METHOD II
MECHANICAL INSTALLATION

SIDE VIEW



PLAN VIEW

REQUIRED LAPPING

GENERAL NOTES:

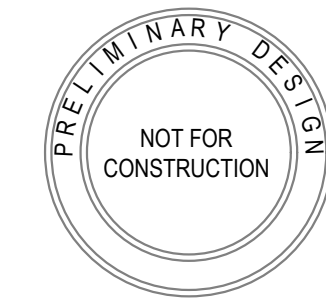
1. SILT FENCES SHOULD BE USED IN AREAS WHERE FLOW IS NOT SEVERE.
2. SILT FENCES ARE TEMPORARY SEDIMENT CONTROL ITEMS THAT SHOULD BE ERECTED OPPOSITE ERODIBLE AREAS SUCH AS NEWLY GRADED FILL SLOPES AND ADJACENT TO STEAMS AND CHANNELS.
3. SILT FENCE SHOULD BE PLACED WELL INSIDE RIGHT-OF-WAY AND ALONG EDGE OF CLEARING LIMITS. THIS WILL ALLOW ROOM FOR BACK-UP FENCE IF FIRST FENCE BECOMES FULL.
4. WHENEVER POSSIBLE SILT FENCE SHOULD BE CONSTRUCTED ACROSS A LEVEL AREA IN THE SHAPE OF A SMILE. THIS AIDS IN PONDING OF RUNOFF AN FACILITATES SEDIMENTATION.
5. THE CONTRACTOR MAY ELECT TO USE EITHER METHOD I OR METHOD II. COST TO BE LINEAR FEET OF SILT FENCE.
6. METHOD II INSTALLATION SHALL BE ACCOMPLISHED USING AN IMPLEMENT THAT IS MANUFACTURED FOR THE APPLICATION AND PROVIDES A CONFIGURATION MEETING THE REQUIREMENTS OF DETAIL.
7. WIRE SHALL BE A MINIMUM OF 32" IN WIDTH AND SHALL HAVE A MINIMUM OF 6 LINE WIRES WITH 12" STAY SPACING.
8. GEOTEXTILE FABRIC MEETING THE TYPE II MATERIAL REQUIREMENTS AND INSTALLED ACCORDING TO SPECIFICATION MAY BE USED WITHOUT WIRE FENCE.

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14 INDUSTRIAL PARK LN
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PROJECT 08-01-063

EROSION AND SEDIMENT CONTROL DETAILS

Project Number: 172986

Date: 2/23/2021

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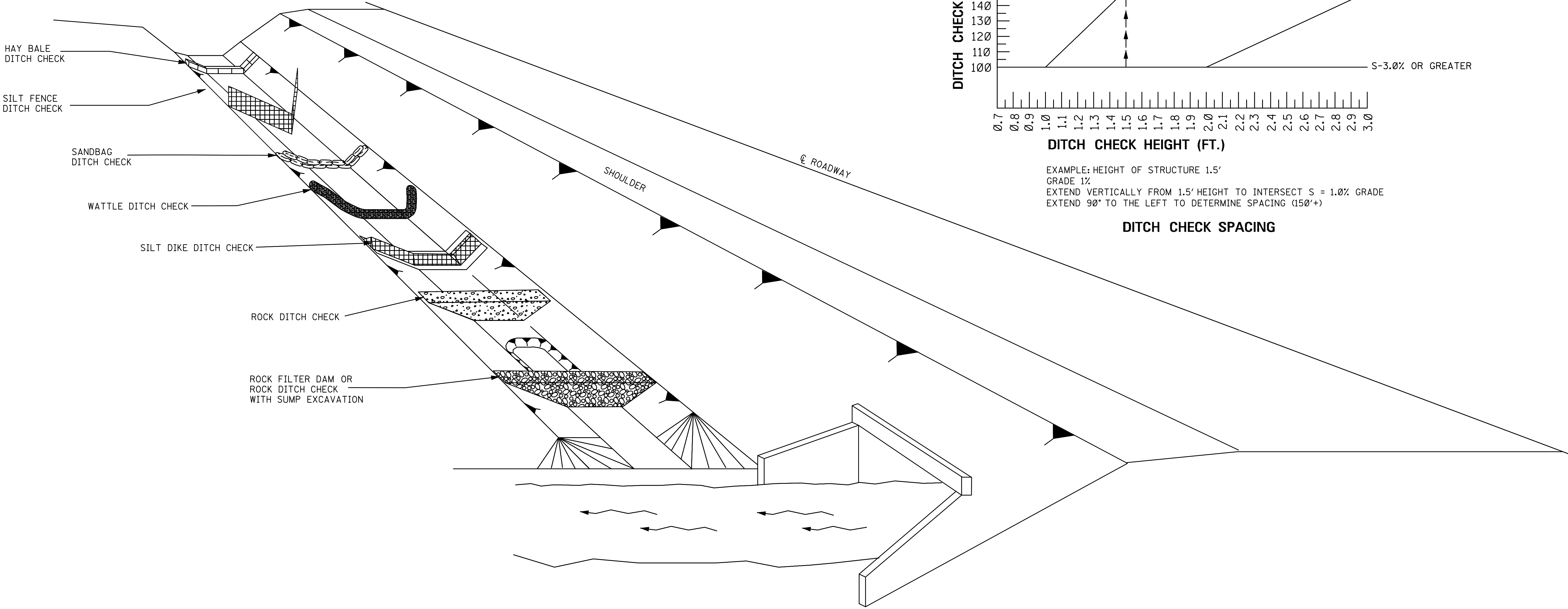
DEVELOPMENT ORDER

A

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GENERAL NOTES:

- 1

THE DITCH CHECK PERSPECTIVE ILLUSTRATES A TOOL BOX OF TEMPORARY PRACTICES THAT MAY BE USED. DITCH CHECKS ARE INSTALLED TO CONTROL RUNOFF VELOCITY AND THUS REDUCE EROSION AND PROVIDE FOR TRAPPING OF SEDIMENTS.
- 2

SELECTION OF THE APPROPRIATE DITCH CHECK SHOULD BE A FUNCTION OF CONSTRUCTION PHASE, DRAINAGE AREA, DITCH GRADIENT, SOIL TYPE, ECONOMY AND SAFETY.
- 3

DITCH CHECKS CAN BE REMOVED FOR MAINTENANCE AND/OR REPLACEMENT BUT MUST REMAIN IN PLACE UNTIL UPSLOPE AREAS HAVE BEEN PERMANENTLY STABILIZED. MAINTENANCE INCLUDES REMOVAL OF SEDIMENT BEGINNING WHEN SEDIMENT ACCUMULATION REACHES ½ THE CAPACITY OR HEIGHT OF THE STRUCTURE AND NEVER ALLOWING FOR SEDIMENT TO ACCUMULATE MORE THAN ½ THE VOLUME OR HEIGHT OF THE DITCH CHECK STRUCTURE.
- 4

HAY BALES SHOULD BE USED TO INTERCEPT LOW VOLUME FLOWS IN LOW TO MODERATE GRADIENT DITCHES.
- 5

SILT FENCE DITCH CHECKS SHOULD BE USED WHERE IT HAS BEEN DETERMINED THAT HAY BALE CHECKS ARE INADEQUATE. SILT FENCE DITCH CHECKS SHOULD BE USED TO INTERCEPT LOW VOLUME FLOWS IN LOW TO MODERATE GRADIENT DITCHES.
- 6

SANDBAG DITCH CHECKS SHOULD BE USED FOR VELOCITY REDUCTION AND MINIMAL SEDIMENT TRAPPING IN CONCRETE PAVED DITCHES OR IN DITCHES THAT HAVE ROCK BOTTOMS.
- 7

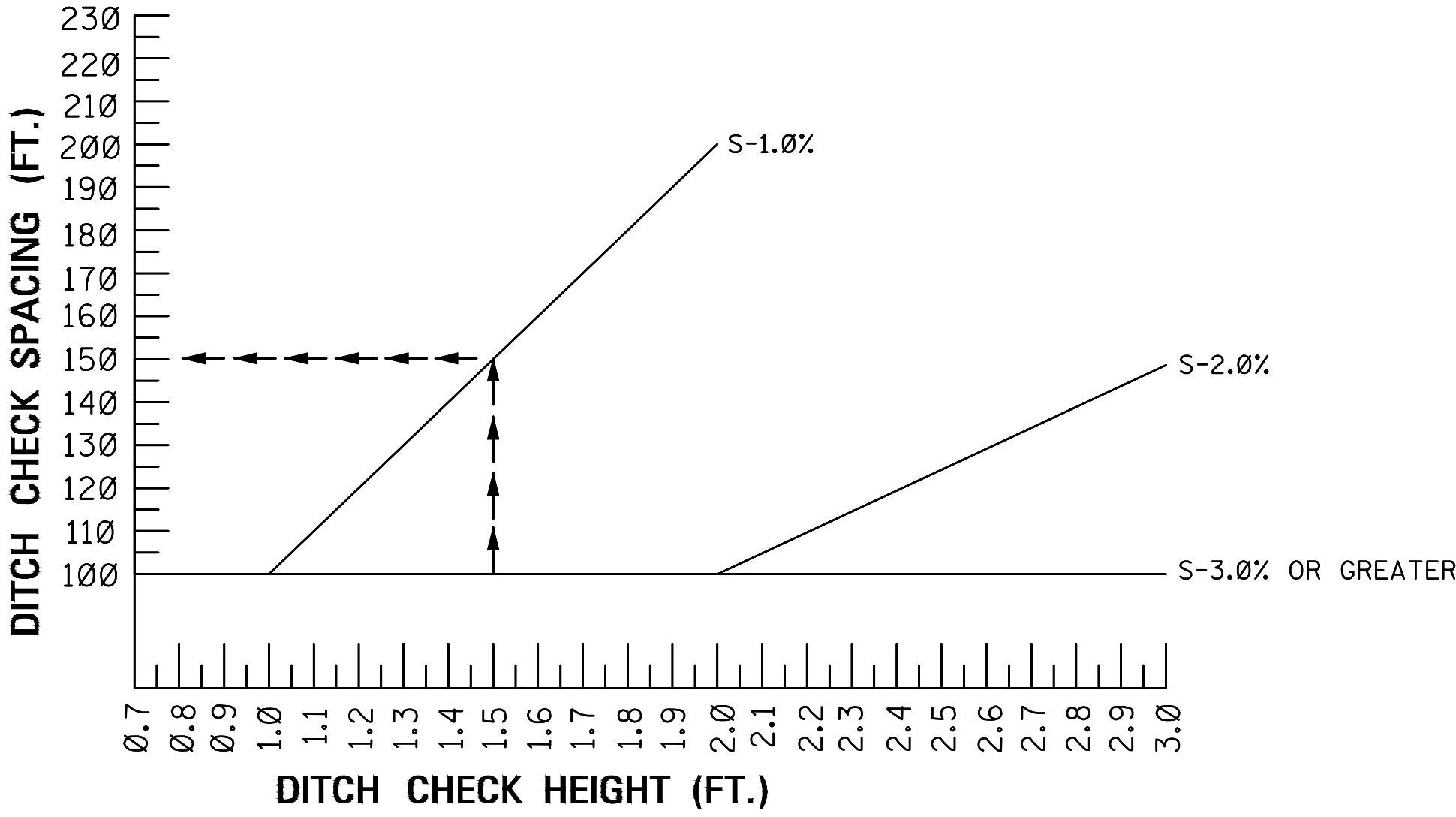
WATTLE DITCH CHECKS CAN BE USED FOR VELOCITY REDUCTION AND CONTROL OF SEDIMENT TRANSPORT UNDER LOW TO MEDIUM FLOW CONDITIONS.
- 8

SILT DIKES CAN BE USED IN DITCHES WITH CONCENTRATED FLOWS WITHIN THE CLEAR ZONE WHERE RIPRAP CAN NOT BE USED. AS CONSTRUCTION PROGRESSES.
- 9

ROCK DITCH CHECKS WITH SUMP EXCAVATION CAN BE PLACED IN DITCHES TO ASSURE ON-SITE SEDIMENT TRAPPING REQUIREMENTS ARE MET. DITCH CHECK WITH SUMP EXCAVATION IS USED WHEN DITCHES RECEIVE DRAINAGE FROM CUT OR FILL SLOPES OR OTHER CRITICAL AREAS WHERE SOIL EROSION IS EXPECTED. DRAINAGE AREA FOR A TEMPORARY SEDIMENT TRAP SHOULD BE LIMITED TO 3 ACRES. THEY CAN BE USED IN SERIES TO INCREASE ON-SITE SEDIMENT TRAPPING EFFICIENCY.
- 10

DITCH CHECKS, IN NO CASE, SHALL BE PLACED IN LIVE STREAMS.
- 11

CONFIGURATION AND SPACING MAY BE ADJUSTED IF APPROVED BY THE ENGINEER TO ACCOMMODATE TRAVELWAY SAFETY, WATER FLOW, OR SOIL AND INSTALLATION CHALLENGES.



DITCH CHECK SPACING

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PROJECT 08-01-063

EROSION AND SEDIMENT CONTROL DETAILS

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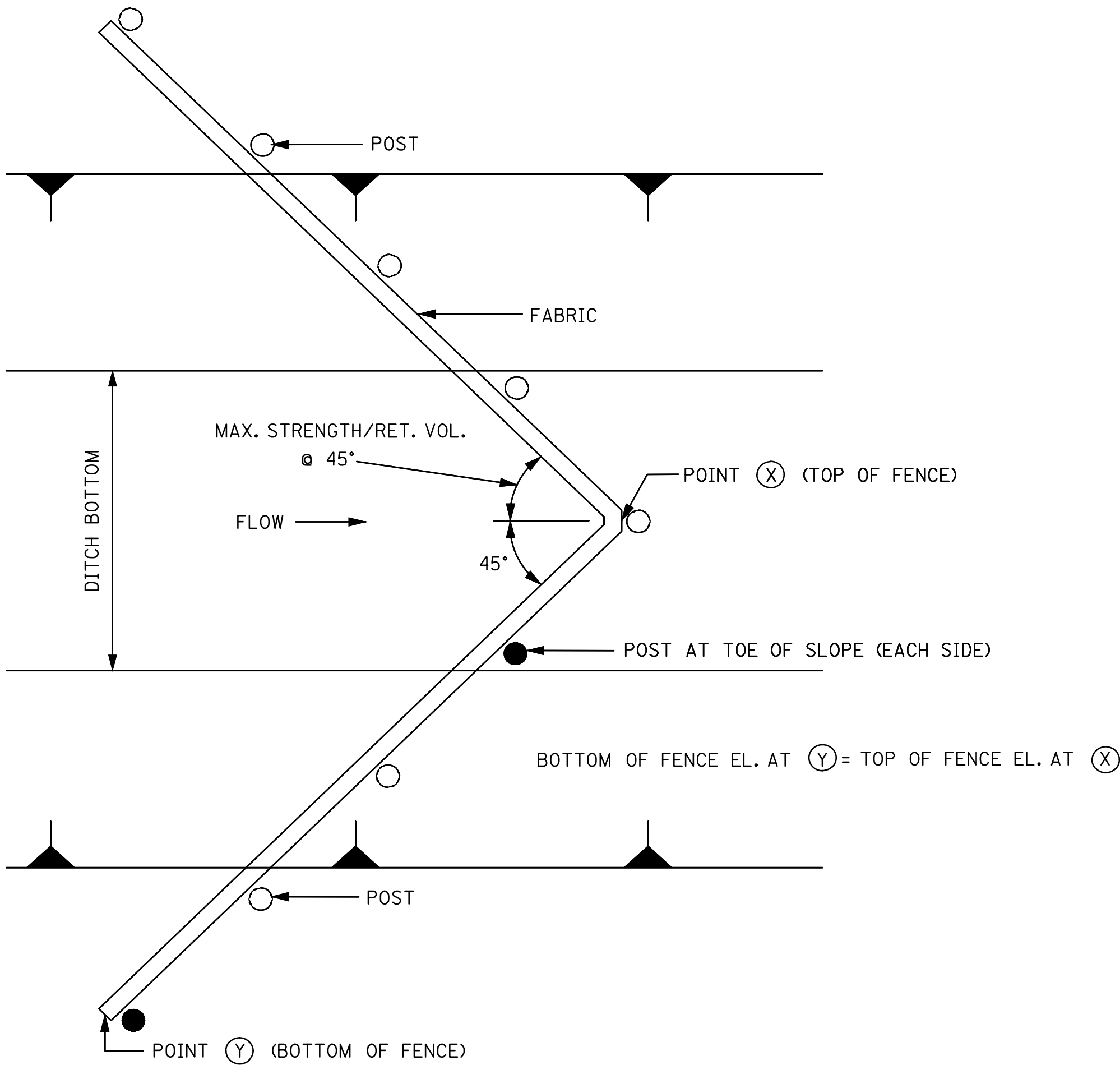
Sheet # CE-501

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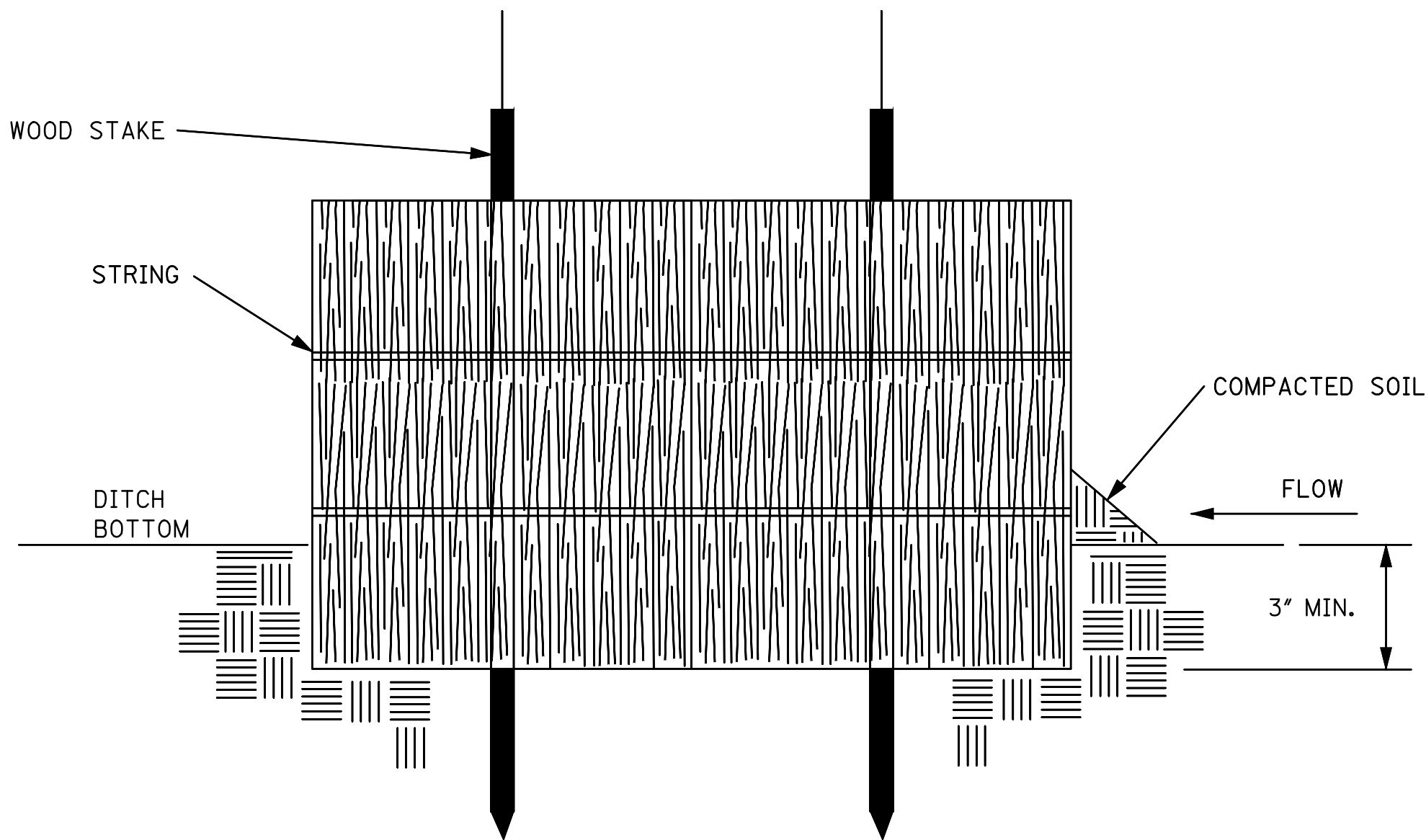
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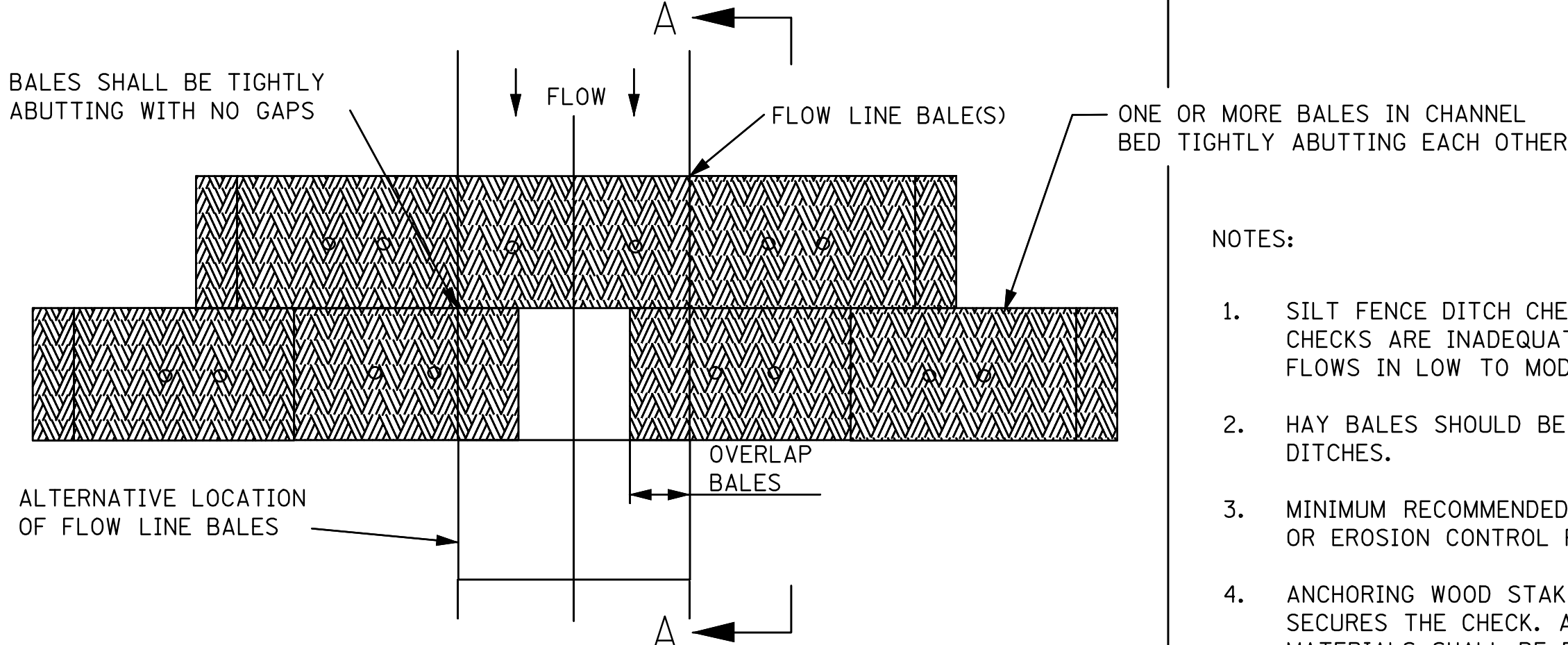


PLAN VIEW

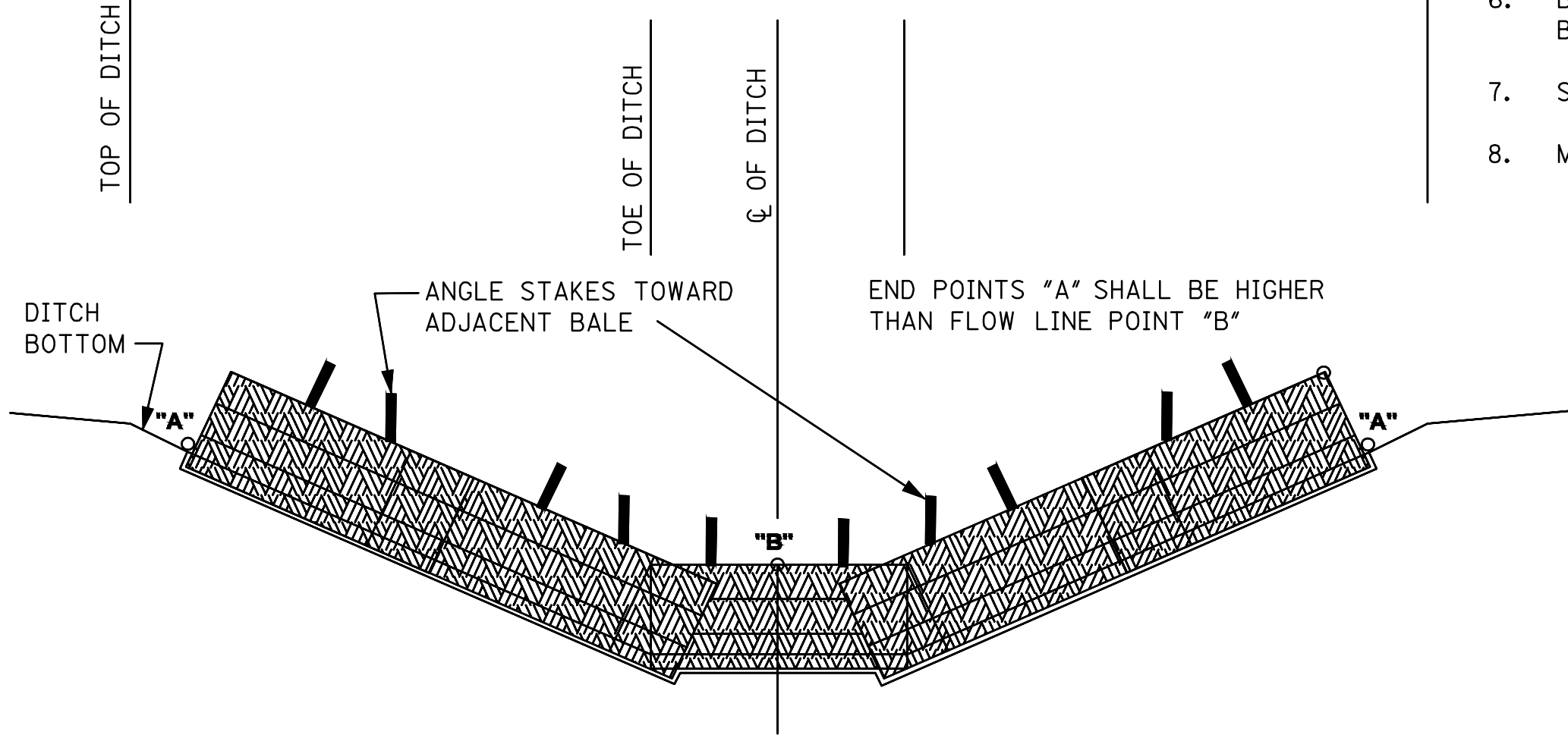
- NOTES:
- ANCHOR AND INSTALL PER DETAILS FOR SILT FENCE SPACING GUIDELINES ON WK. NO. ECD-4.
 - A "W" SHAPE MAY BE USED FOR WIDER DITCHES.



SECTION A-A



PLAN VIEW
TRAPEZOIDAL DITCH



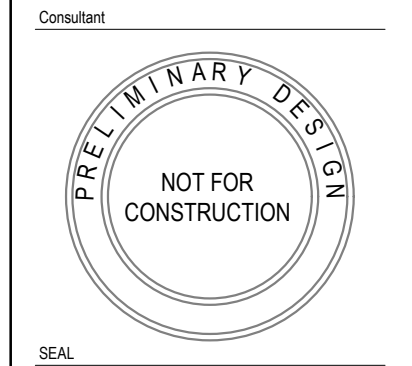
PROFILE VIEW
TRAPEZOIDAL DITCH

- NOTES:
- SILT FENCE DITCH CHECKS SHOULD BE USED WHERE IT HAS BEEN DETERMINED THAT HAY BALE CHECKS ARE INADEQUATE. SILT FENCE DITCH CHECKS SHOULD BE USED TO INTERCEPT LOW VOLUME FLOWS IN LOW TO MODERATE GRADIENT DITCHES.
 - HAY BALES SHOULD BE USED TO INTERCEPT LOW VOLUME FLOWS IN LOW TO MODERATE GRADIENT DITCHES.
 - MINIMUM RECOMMENDED CHECK SPACING IS 100 FEET UNLESS SHOWN OTHERWISE ON THE PLANS OR EROSION CONTROL PLAN APPROVED BY THE ENGINEER. SEE SPACING GUIDANCE ON WK. NO. ECD-4.
 - ANCHORING WOOD STAKES SHALL BE SIZED, SPACED, AND BE OF A MATERIAL THAT EFFECTIVELY SECURES THE CHECK. A MINIMUM OF TWO STAKES PER BALE IS REQUIRED. ALL NON-DEGRADABLE MATERIALS SHALL BE REMOVED WHEN NO LONGER NEEDED.
 - BALES SHALL BE EMBEDDED IN THE SOIL A MINIMUM OF 3 INCHES.
 - BALES SHALL BE PLACED IN A ROW WITH ENDS TIGHTLY ABUTTING THE ADJACENT BALES. THE BALES SHALL BE PLACED WITH BINDINGS PARALLEL TO THE GROUND.
 - SOIL IS COMPACTED ALONG THE BASE OF THE UPSTREAM FACE TO PREVENT PIPING.
 - MULTIPLE ADJACENT ROWS OF BALES ARE REQUIRED AS SHOWN.

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PROJECT 08-01-063

EROSION AND SEDIMENT CONTROL DETAILS

Project Number: 172986

Date: 2/23/2021

Scale: NONE

Sheet #

CE-502

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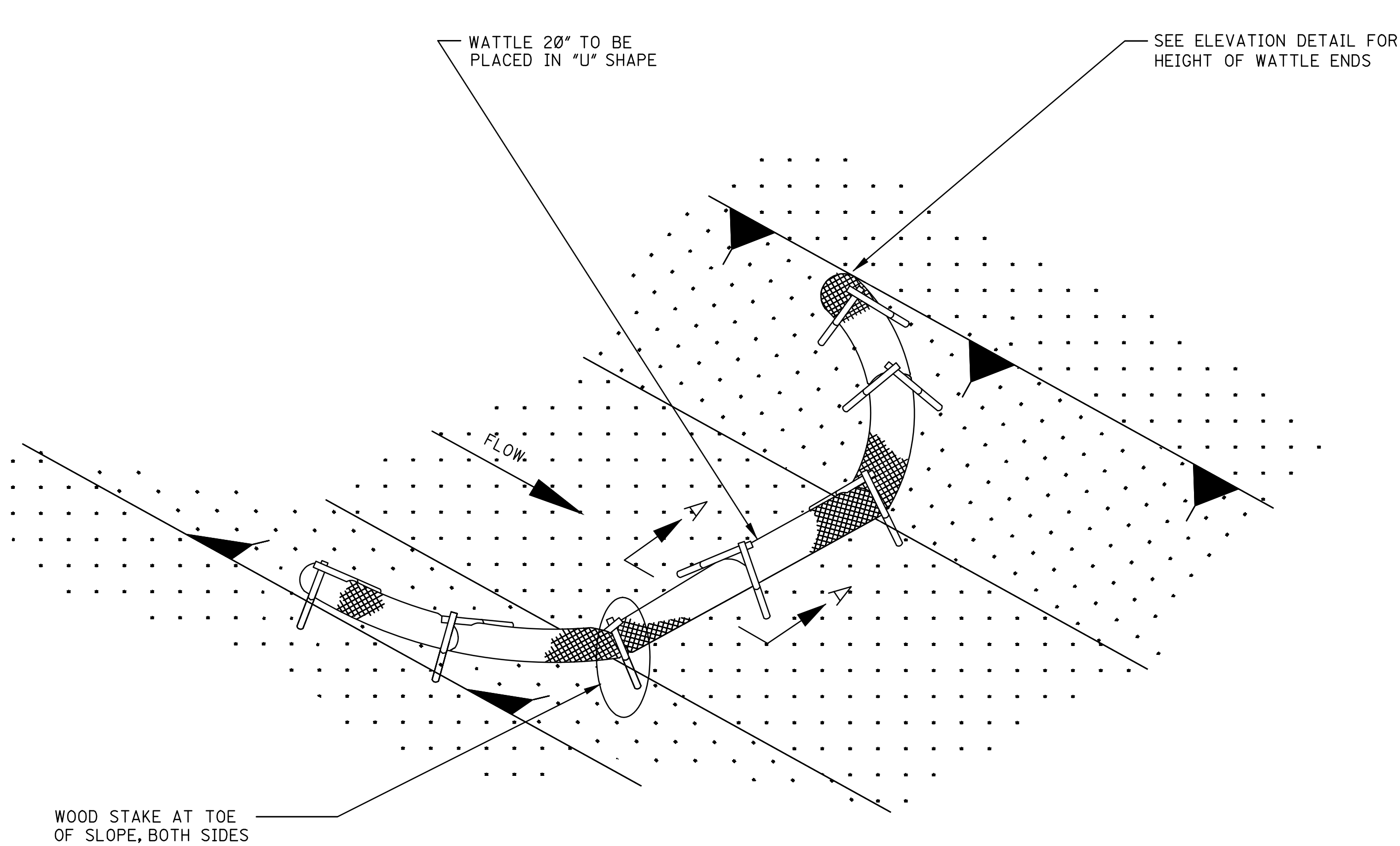
DEVELOPMENT ORDER

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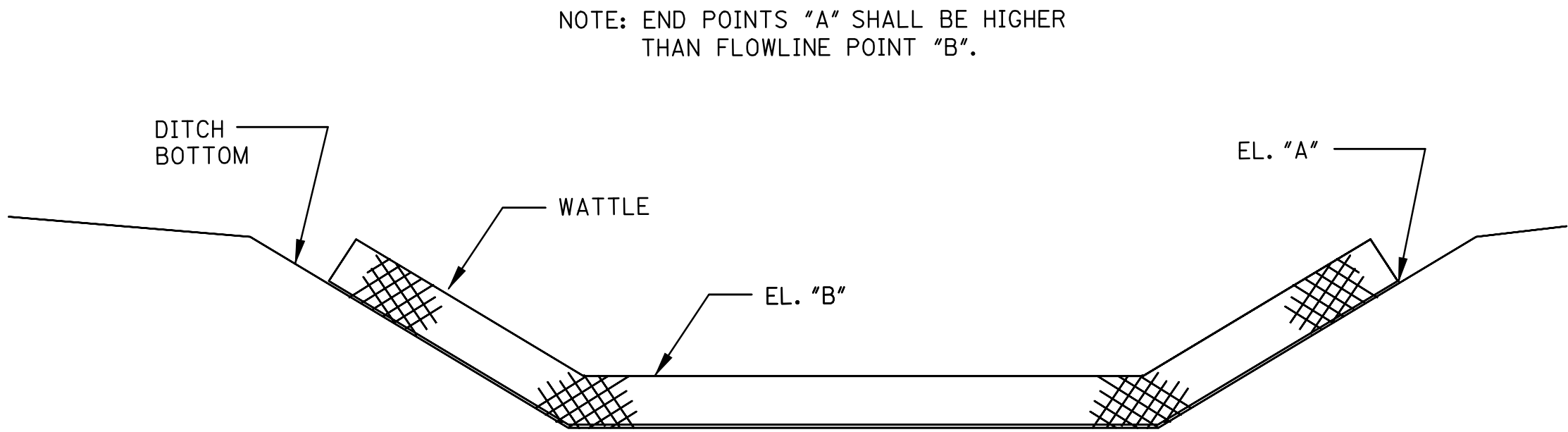
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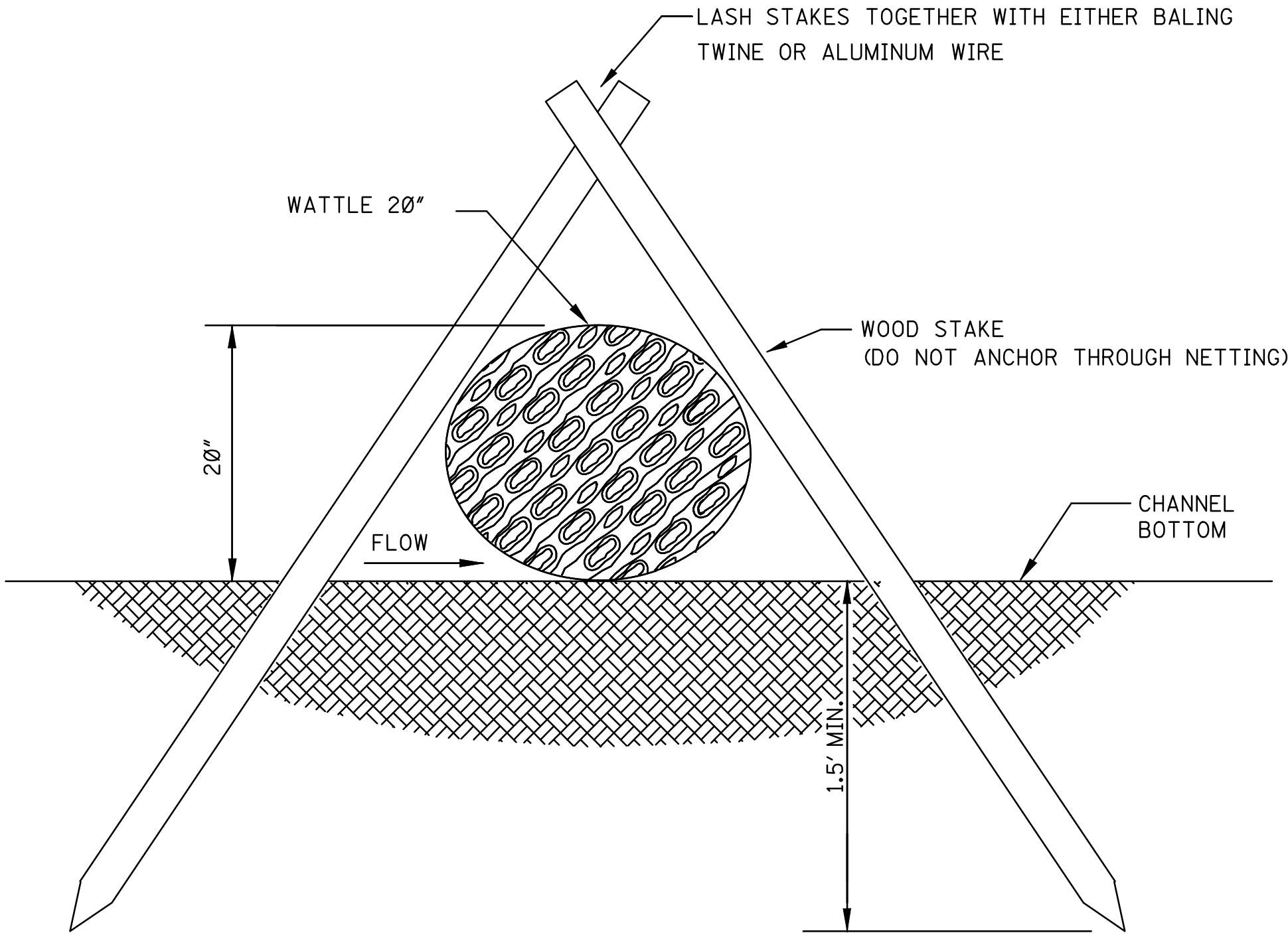
DETAIL (DITCH CHECK)



ELEVATION DETAIL

NOTES:

1. WATTLE DITCH CHECKS CAN BE USED FOR VELOCITY REDUCTION AND CONTROL OF SEDIMENT TRANSPORT UNDER LOW TO MEDIUM FLOW CONDITIONS.
2. THE PLACEMENT INTERVAL BETWEEN WATTLE DITCH CHECK SHALL BE 100' UNLESS SHOWN OTHERWISE ON THE PLANS OR EROSION CONTROL PLAN APPROVED BY THE ENGINEER. SEE SPACING GUIDANCE ON WK. NO. ECD-4.
3. ANCHORING WOOD STAKES SHALL BE SIZED, SPACED, DRIVEN, AND BE OF A MATERIAL THAT EFFECTIVELY SECURES THE CHECK. STAKE SPACING SHALL BE A MAXIMUM OF THREE FEET. ALL NON-DEGRADABLE MATERIALS SHALL BE REMOVED WHEN NO LONGER NEEDED.
4. TRENCHING OF WATTLES MAY BE NECESSARY IF PIPING BECOMES EVIDENT.
5. WATTLES SHOULD NOT BE USED IN HARD BOTTOM CHANNELS.
6. IN THE EVENT WATTLES CANNOT BE SECURED IN PLACE USING WOOD STAKES, SAND BAGS MAY BE USED IN LIEU OF WOOD STAKES IN ORDER TO SECURE THE WATTLES IN PLACE. IF SANDS BAGS ARE USED IN THIS APPLICATION THEY WILL NOT BE A SEPARATE PAY ITEM.



SECTION A-A

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PROJECT 08-01-063

EROSION AND SEDIMENT CONTROL DETAILS

Project Number: 172986

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Scale: NONE

Sheet #

CE-503

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DEVELOPMENT ORDER

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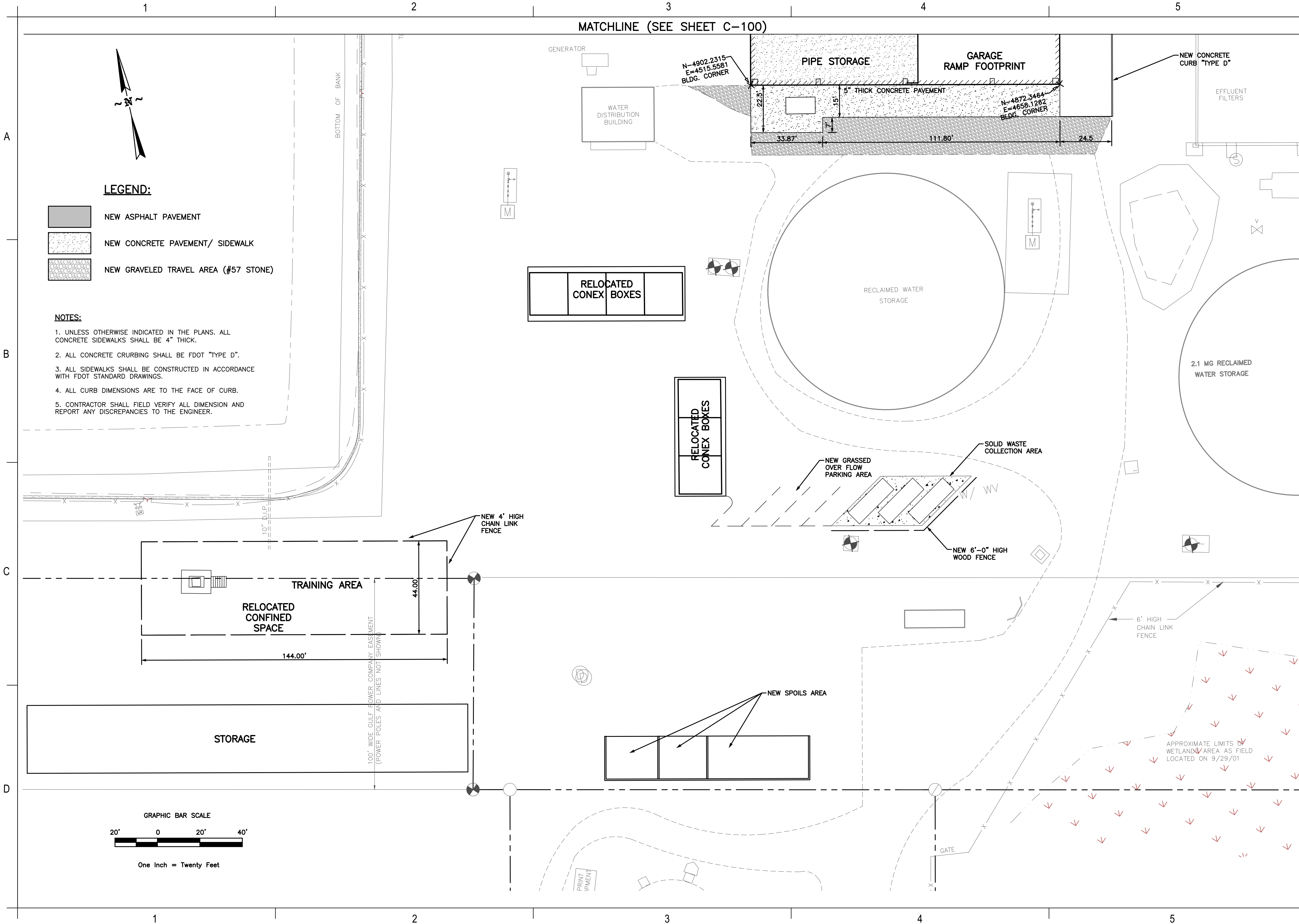
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SITE PLAN

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Date:

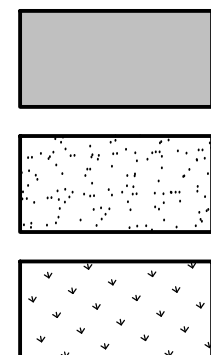
Scale: 1"=20'

Sheet #

CS-101



LEGEND:



NEW ASPHALT PAVEMENT



NEW CONCRETE PAVEMENT/ SIDEWALK



LANDSCAPED AREA

EXISTING WATER LINE

EXISTING SANITARY SEWER FORCE MAIN

EXISTING SANITARY SEWER LINE

EXISTING RECLAIMED WATER LINE

EXISTING OVERHEAD POWER LINE

EXISTING CONDUIT

EXISTING FIBER OPTIC LINE

PROPOSED WATER LINE OR FIRE LINE

PROPOSED SANITARY SEWER LINE



PROPOSED SANITARY SEWER MANHOLE



PROPOSED WATER VALVE

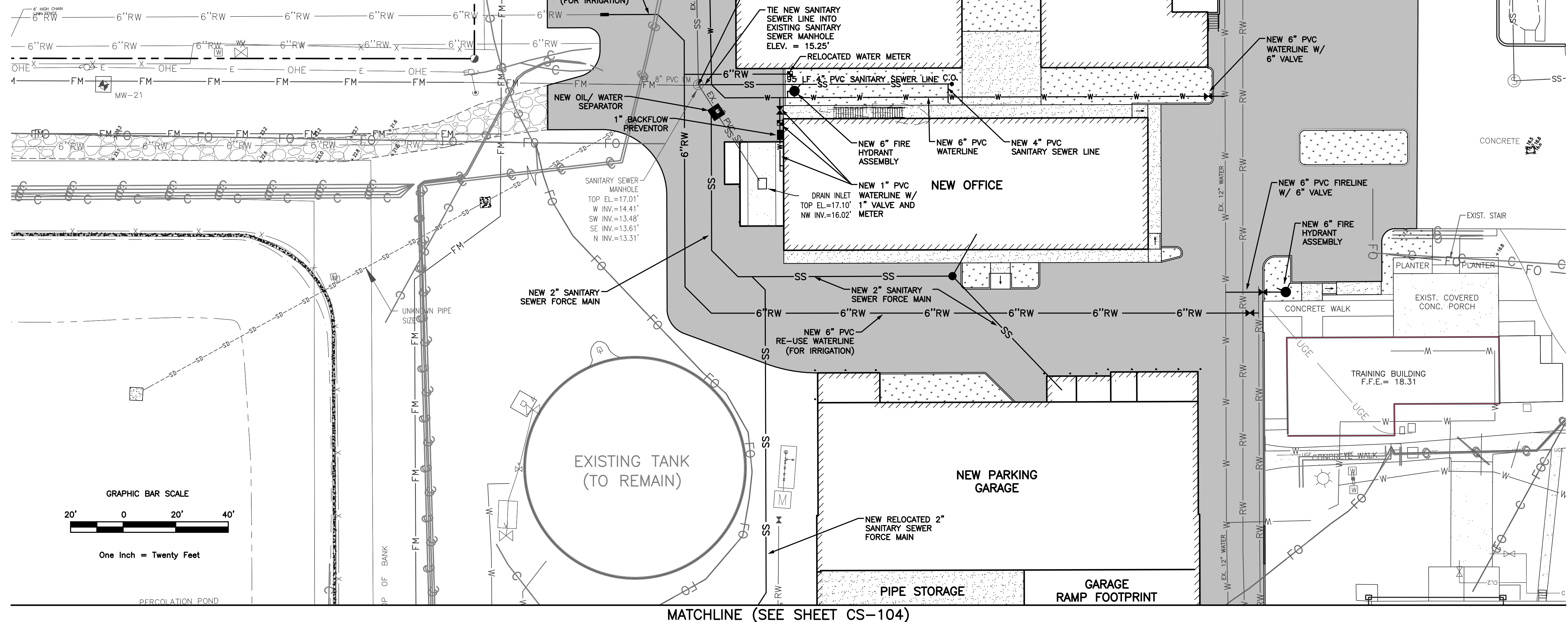


PROPOSED FIRE HYDRANT ASSEMBLY

NOTES:

1) ALL NEW WATER LINE, FIRE LINE, AND SANITARY SEWER LINES SHALL CONNECT TO NEW BUILDING UTILITIES AT A 5' OFFSET FROM OUTSIDE EDGE OF BUILDINGS.

2) MAINTAIN A MINIMUM HORIZONTAL DISTANCE OF 5' BETWEEN NEW WATER AND FIRE LINES UNLESS A CROSSING IS REQUIRED.



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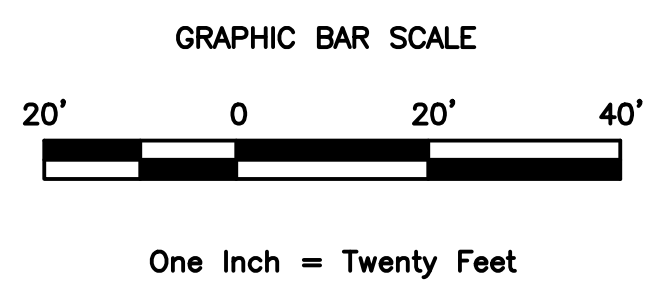
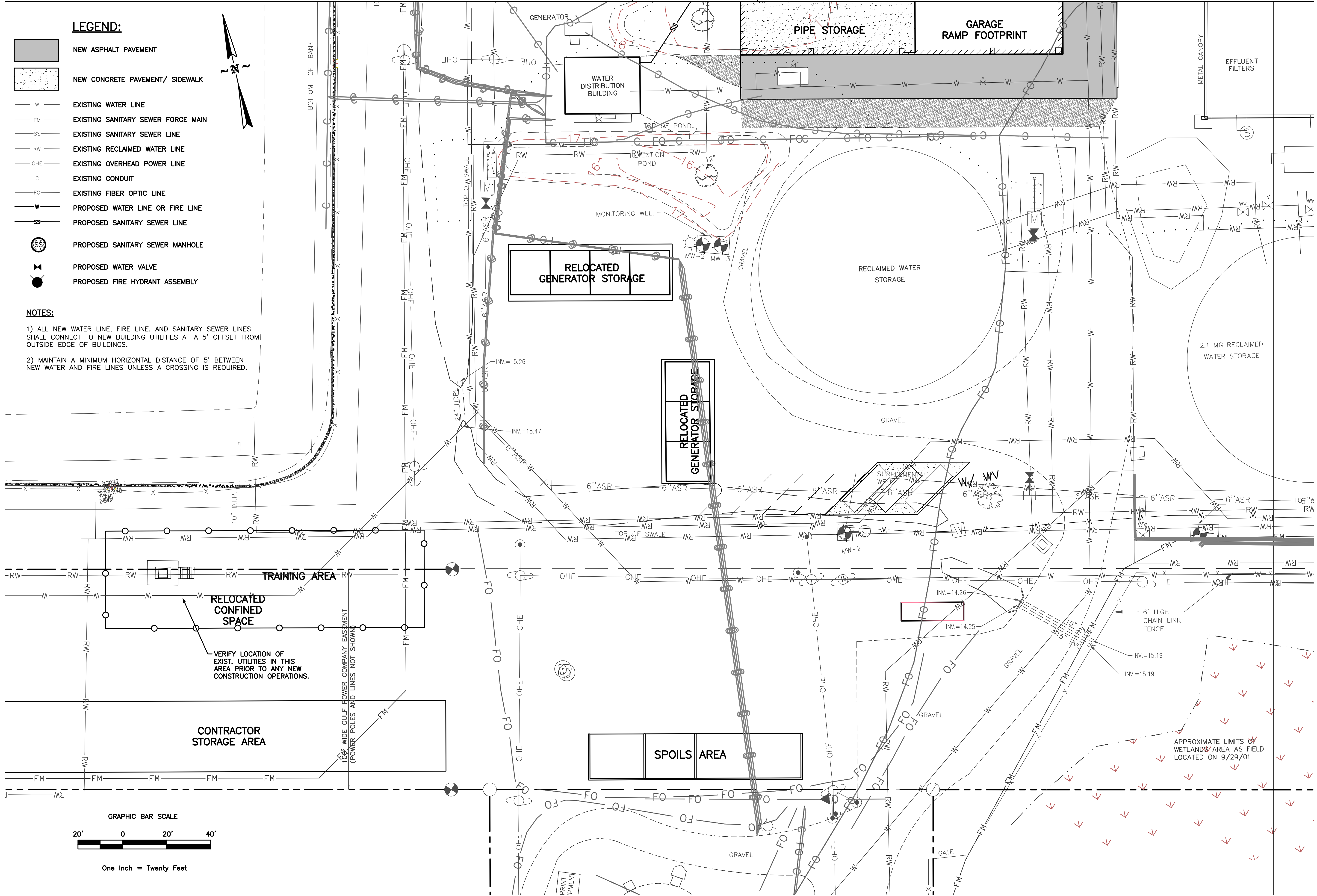
MATCHLINE (SEE SHEET CS-103)

LEGEND:

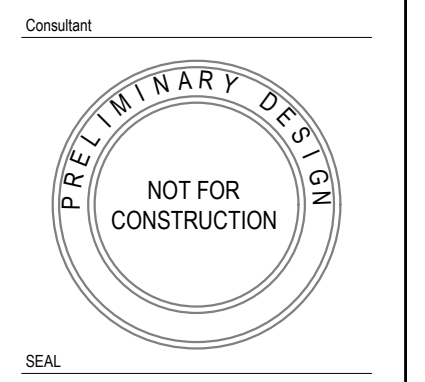
- NEW ASPHALT PAVEMENT
- NEW CONCRETE PAVEMENT/ SIDEWALK
- EXISTING WATER LINE
- EXISTING SANITARY SEWER FORCE MAIN
- EXISTING SANITARY SEWER LINE
- EXISTING RECLAIMED WATER LINE
- EXISTING OVERHEAD POWER LINE
- EXISTING CONDUIT
- EXISTING FIBER OPTIC LINE
- PROPOSED WATER LINE OR FIRE LINE
- PROPOSED SANITARY SEWER LINE
- PROPOSED SANITARY SEWER MANHOLE
- PROPOSED WATER VALVE
- PROPOSED FIRE HYDRANT ASSEMBLY

NOTES:

- 1) ALL NEW WATER LINE, FIRE LINE, AND SANITARY SEWER LINES SHALL CONNECT TO NEW BUILDING UTILITIES AT A 5' OFFSET FROM OUTSIDE EDGE OF BUILDINGS.
- 2) MAINTAIN A MINIMUM HORIZONTAL DISTANCE OF 5' BETWEEN NEW WATER AND FIRE LINES UNLESS A CROSSING IS REQUIRED.



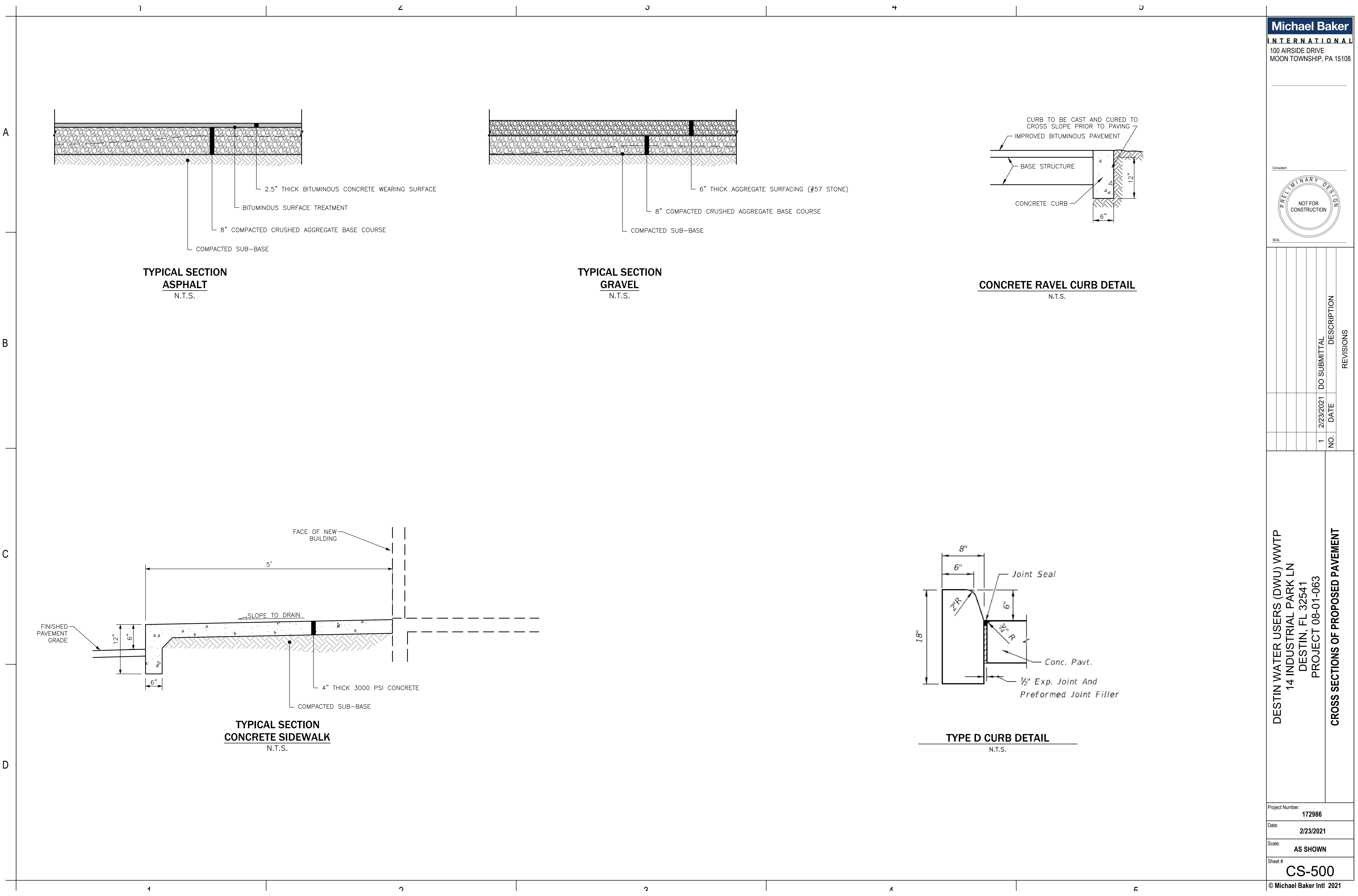
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14 INDUSTRIAL PARK LN
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PROJECT 08-01-063
UTILITY PLAN - PART TWO

Project Number: 172986
Date: 2/23/2021
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Sheet # CS-104



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PROJECT 08-01-063

CROSS SECTIONS OF PROPOSED PAVEMENT

Project Number:	172986
Date:	2/23/2021
Scale:	AS SHOWN
Sheet #	CS-500

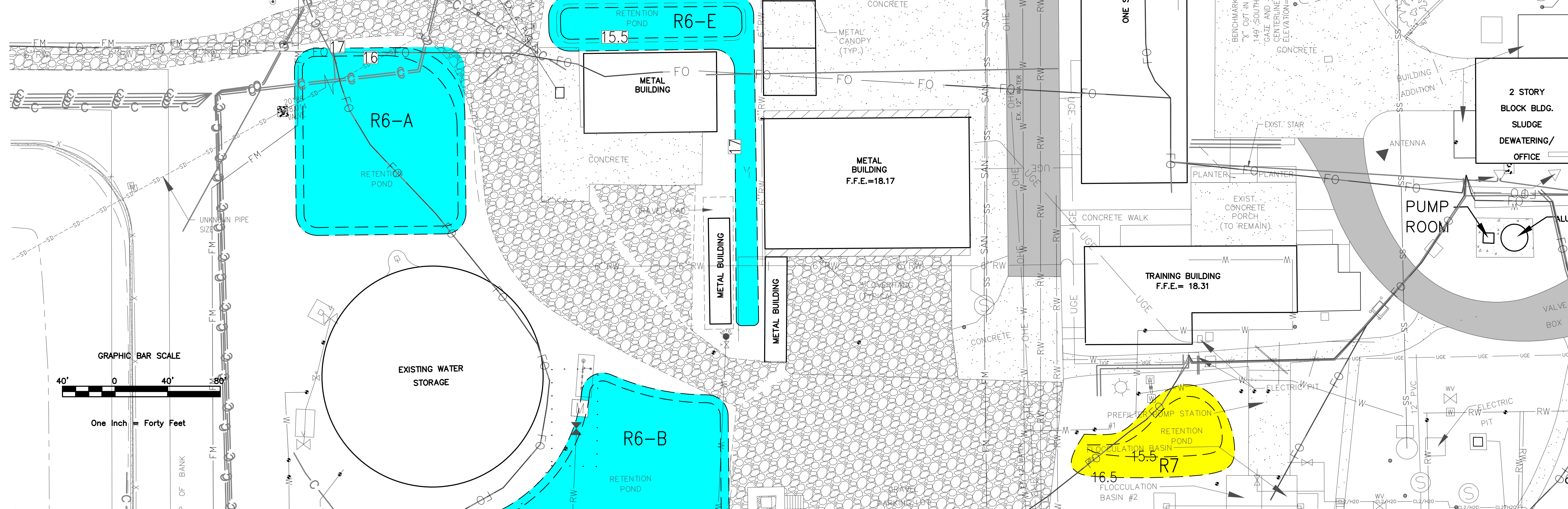
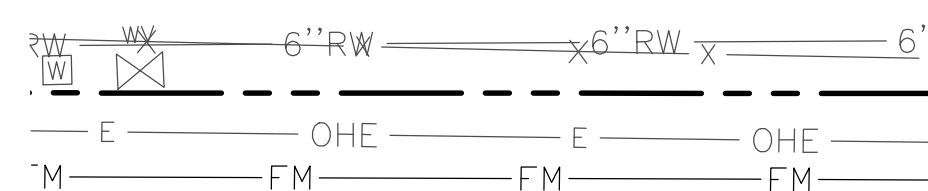
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- EXISTING GRASSED AREA
- EXISTING GRAVEL AREA
- EXISTING STORMWATER POND
- EXISTING STORMWATER POND TO BE MODIFIED
- EXISTING ASPHALT PAVEMENT
- EXISTING CONCRETE PAVEMENT/ SIDEWALK



MATCHLINE (SEE SHEET SW-101)

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PRELIMINARY DESIGN
NOT FOR
CONSTRUCTION

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NO.	DATE
1	2/23/2021

DESTIN WATER USERS (DWU) WWTP
14 INDUSTRIAL PARK LN
DESTIN, FL 32541
PROJECT 08-01-063

STORMWATER PLAN
PRE-DEVELOPMENT RUNOFF - PART ONE

Project Number: 172986
Date: 2/23/2021
Scale: 1"=20'
Sheet # SW-100

DEVELOPMENT ORDER

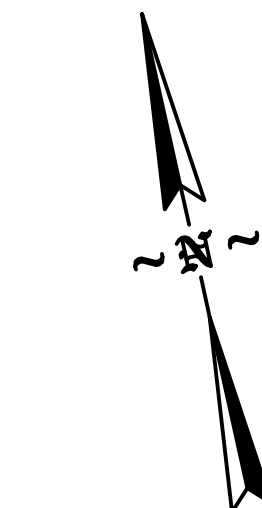
A

B

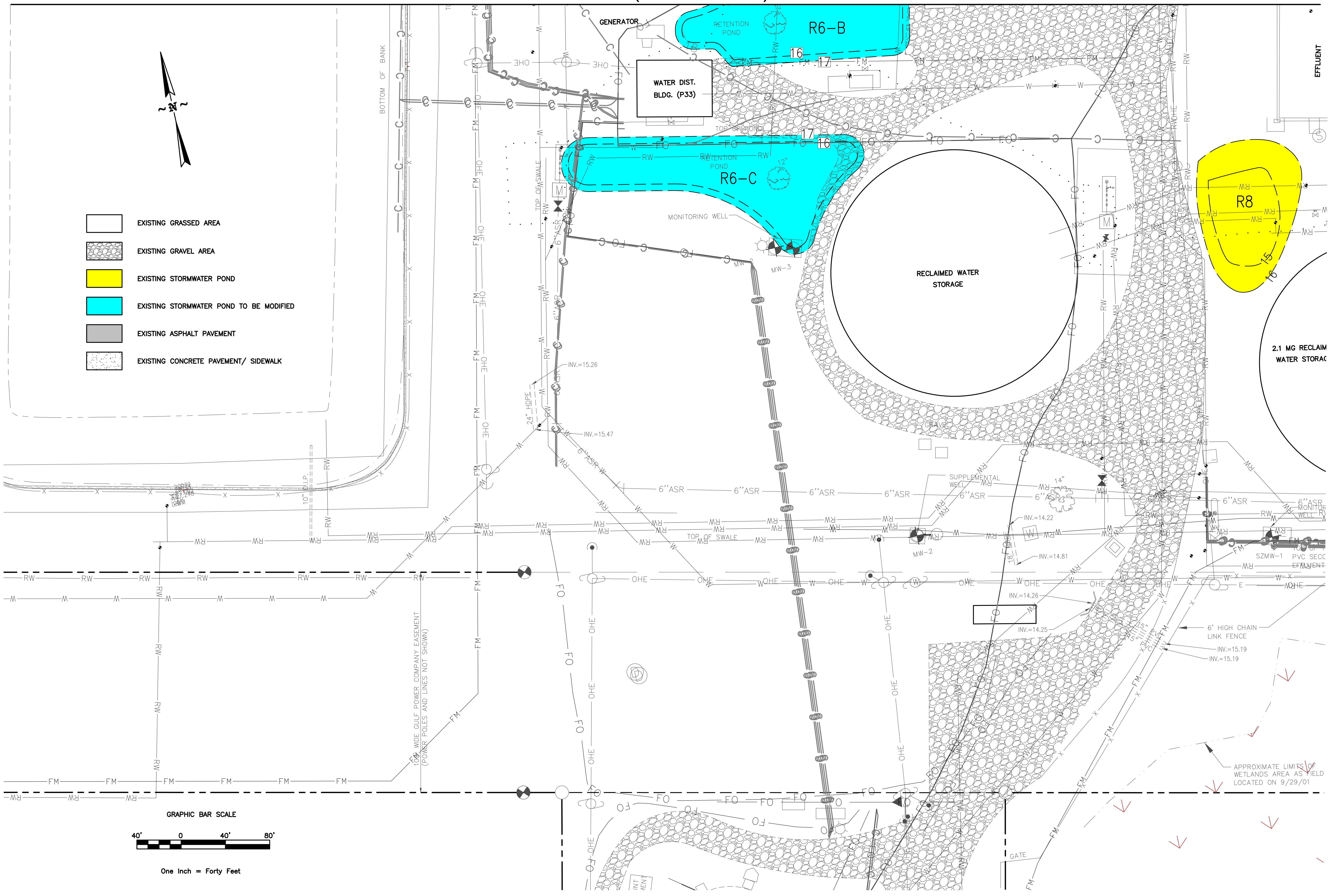
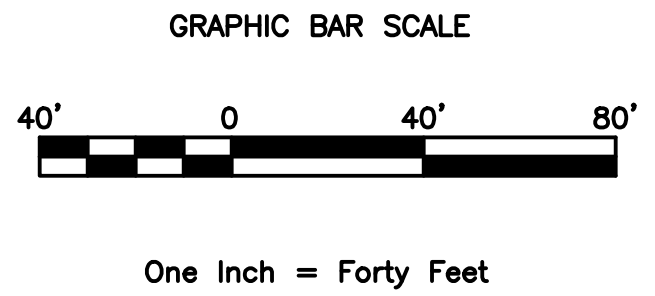
C

D

MATCHLINE (SEE SHEET SW-100)



- EXISTING GRASSED AREA
- EXISTING GRAVEL AREA
- EXISTING STORMWATER POND
- EXISTING STORMWATER POND TO BE MODIFIED
- EXISTING ASPHALT PAVEMENT
- EXISTING CONCRETE PAVEMENT/ SIDEWALK



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PRELIMINARY DESIGN
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CONSTRUCTION

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DESTIN WATER USERS (DWU) WWTP
14 INDUSTRIAL PARK LN
DESTIN, FL 32541
PROJECT 08-01-063

STORMWATER PLAN
PRE-DEVELOPMENT RUNOFF - PART TWO

Project Number: 172986

Date: 2/23/2021

Scale: 1"=20'

Sheet # SW-101

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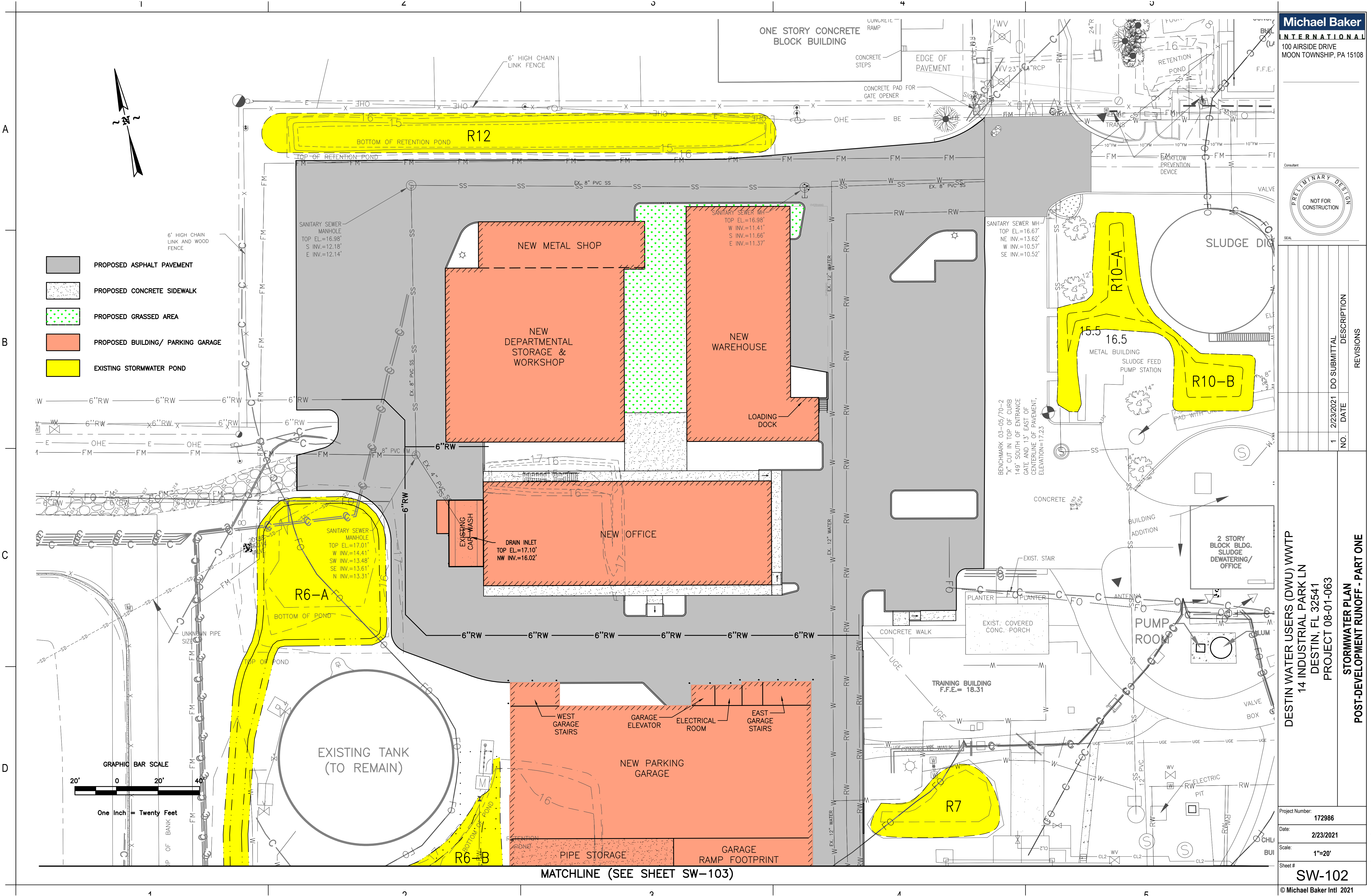
DEVELOPMENT ORDER

A

B

C

D



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PROJECT 08-01-063

STORMWATER PLAN
POST-DEVELOPMENT RUNOFF - PART ONE

Project Number: 172986
Date: 2/23/2021
Scale: 1"=20'
Sheet # SW-102

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DEVELOPMENT ORDER

MATCHLINE (SEE SHEET SW-103)

A

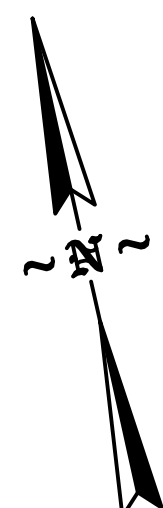
B

C

D

MATCHLINE (SEE SHEET SW-102)

- PROPOSED ASPHALT PAVEMENT
- PROPOSED CONCRETE SIDEWALK
- PROPOSED GRASSED AREA
- PROPOSED BUILDING/ PARKING GARAGE
- EXISTING STORMWATER POND



BOTTOM OF BANK

R6-A

R6-B

R6-C

R8

GENERATOR

WATER DISTRIBUTION BUILDING

PIPE STORAGE

GARAGE RAMP FOOTPRINT

EFFLUENT FILTERS

RELOCATED GENERATOR STORAGE

RELOCATED GENERATOR STORAGE

RECLAIMED WATER STORAGE

2.1 MG RECLAIMED WATER STORAGE

TRAINING AREA

RELOCATED CONFINED SPACE

CONTRACTOR STORAGE AREA

SPOILS AREA

SUPPLEMENTAL WELL

APPROXIMATE LIMITS OF WETLANDS AREA AS FIELD LOCATED ON 9/29/01

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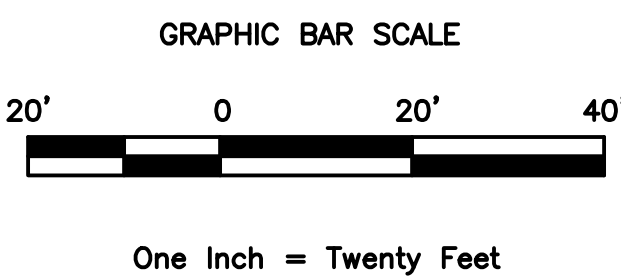
DESTIN WATER USERS (DWU) WWTP
14 INDUSTRIAL PARK LN
DESTIN, FL 32541
PROJECT 08-01-063

STORMWATER PLAN
POST-DEVELOPMENT RUNOFF - PART TWO

Project Number: 172986
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Sheet # SW-103

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DEVELOPMENT ORDER

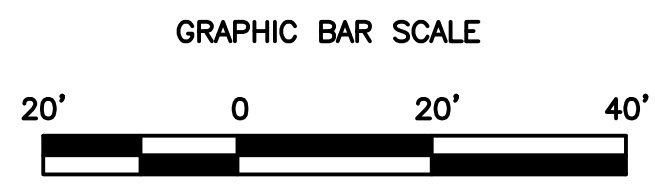


A

B

C

D



One Inch = Twenty Feet

LEGEND:

- NEW ASPHALT PAVEMENT
- NEW CONCRETE PAVEMENT/ SIDEWALK
- LANDSCAPED AREA

NOTE:

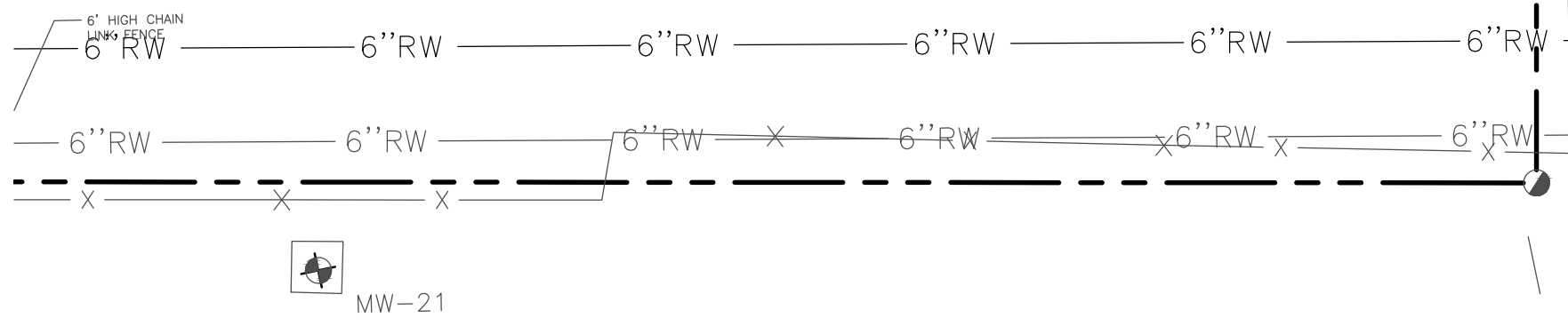
ALL TREES SHOWN IN THESE DRAWINGS SHALL BE WAX MYRTLE UNLESS OTHERWISE NOTED.
THE LANDSCAPING SHOWN IN THESE DRAWINGS MEET THE FOLLOW REQUIREMENTS.

"DESTIN, FLORIDA – LAND DEVELOPMENT CODE DESTIN LAND DEVELOPMENT CODE ARTICLE 12
– RECREATION AND LANDSCAPE DEVELOPMENT 12.04.00. – LANDSCAPE DEVELOPMENT.

C. PARAGRAPHS 3, 4, AND 5.

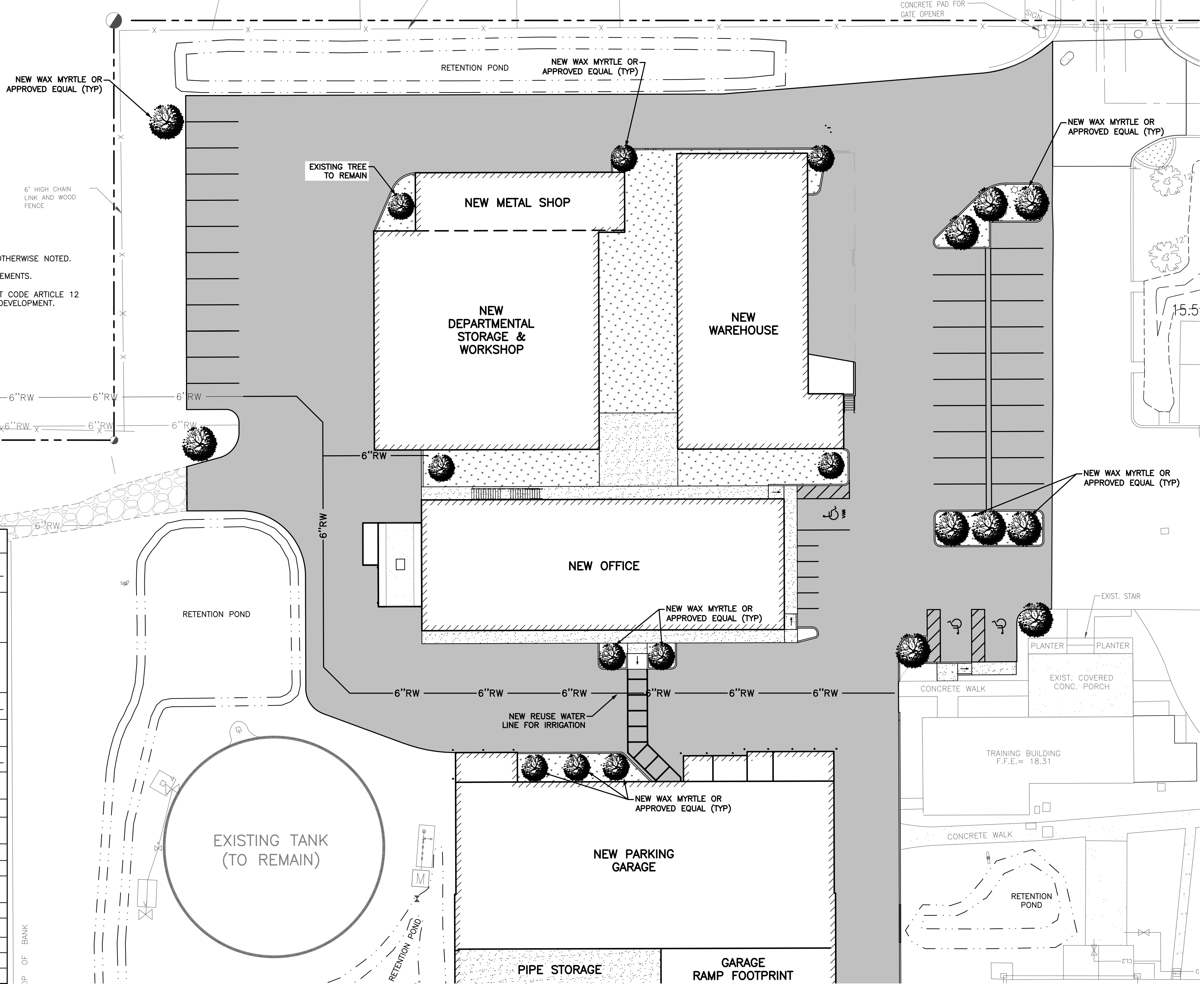
EXISTING GROUND COVER: 46,298 SQ FT, 1.06 ACRES

PROPOSED GROUND COVER: 43,227 SQ FT, .99 ACRES



TREE SUMMARY TABLE			
EXISTING FOLIAGE	TOTAL	NEW FOLIAGE	TOTAL
BRADFORD PEAR (PYRUS CALLERYANA)	1	SOUTHERN WAX MYRTLE (MYRICA CERIFERCA)	20
CREPE MYRTLES (LAGERSTROEMIA)	62	BALD CYPRESS (TAXODIUM DISTICHUM)	2
WEeping WILLOW (SALIX BABYLONICA)	2	FOLIAGE REMOVED	TOTAL
SABAL PALMS (SABAL PALMETTO)	17	CREPE MYRTLES (LAGERSTROEMIA)	6
PINE (PINUS)	14	FOLIAGE TO REMAIN	TOTAL
FIG (MORACEAE)	1	CREPE MYRTLES (LAGERSTROEMIA)	57
LIVE OAK (QUERCUS VIRGINIANA)	26		
SYCAMORE (PLATANUS OCCIDENTALIS)	5		
BAY LAUREL (LAURUS NOBILIS)	15		
POPCORN (TRIADICA SEBIFERA)	10		
BALD CYPRESS (TAXODIUM DISTICHUM)	1		
LIGUSTRUM (LIGUSTRUM LUCIDUM)	9		
ORANGE (CITRUS X SINENSIS)	1		
LEMON (CITRUS X LIMON)	1		
PODOCARPUS (PODOCARPACEAE)	2		
CEDAR (CEDRUS)	3		

JP OF BANK



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DESTIN WATER USERS (DWU) WWTP
14 INDUSTRIAL PARK LN
DESTIN, FL 32541
PROJECT 08-01-063

LANDSCAPE & IRRIGATION PLAN - PART ONE

Project Number:
172986

Date:
2/23/2021

Scale:
1"=20'

Sheet #
LA-100

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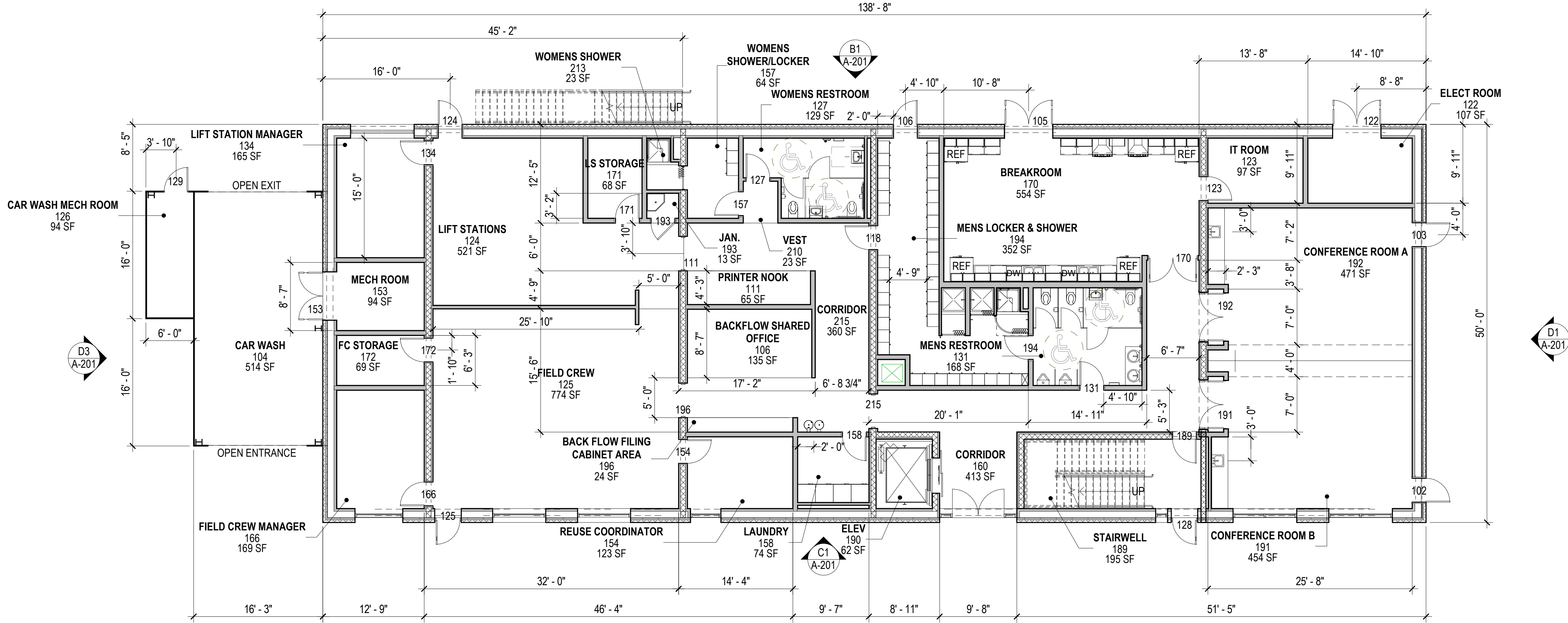
DEVELOPMENT ORDER

A

B

C

D



C2 1ST FLOOR PLAN - OFFICE BUILDING

SCALE: 1/8" = 1'-0"

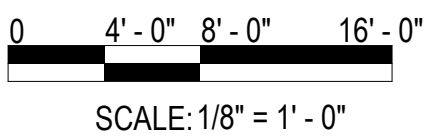
FINISHED FLOOR ELEVATION = 18.27'

OFFICE BUILDING 1ST FLOOR - 6,750 GSF:

PRIMARY GROUP B, BUSINESS OCCUPANCY AT 5,772 GSF/100 SF PER OCC = 58
ASSEMBLY AT 927 GSF/15 SF PER OCC = 62
STORAGE & UTILITY AT 511 SF/300 SF PER OCC = 6 (6 SPACES AT 1 EA)
TOTAL: 126 OCCUPANTS

CONSTRUCTION TYPE IIB (NON-COMBUSTIBLE)

OFFICE BUILDING TOTAL SQ. FT: 13,500 GSF
OFFICE BUILDING TOTAL OCCUPANCY: 224

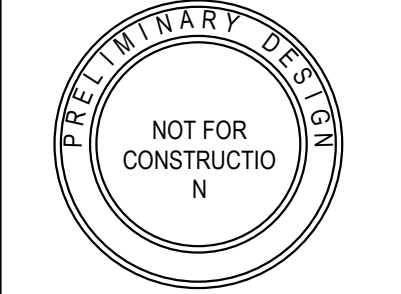


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OFFICE BUILDING -1ST FLOOR PLAN

Project Number:
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Date:
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Scale:
AS NOTED

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A-110

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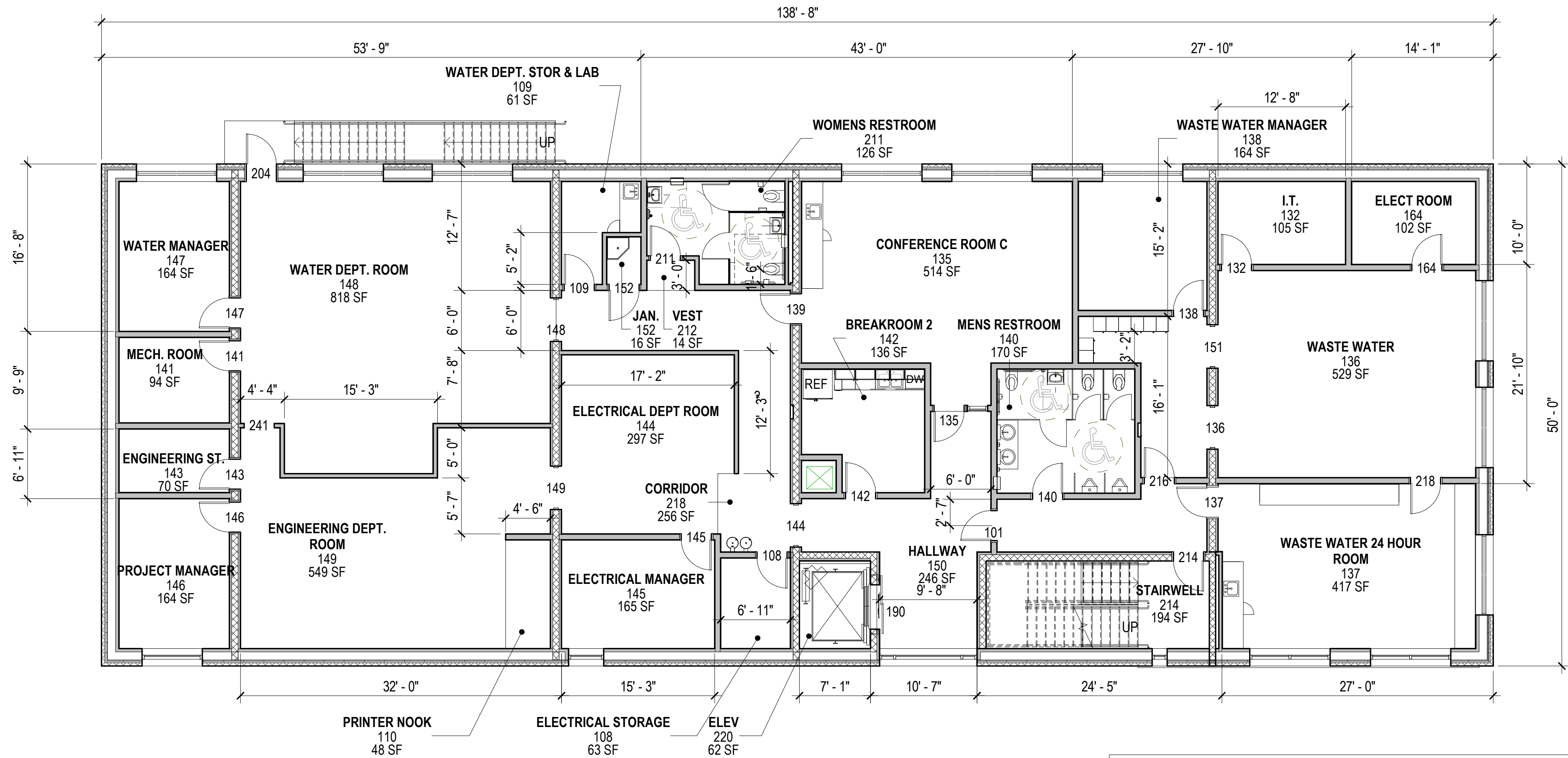
DEVELOPMENT ORDER

A

B

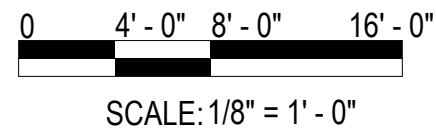
C

D



B1 2ND FLOOR PLAN - OFFICE BUILDING
SCALE: 1/8" = 1'-0"

OFFICE BUILDING 2ND FLOOR - 6,750 GSF:
PRIMARY: GROUP B, BUSINESS OCCUPANCY AT 5,800 GSF/100 SF PER OCC = 58
ASSEMBLY AT 514 GSF/15 SF PER OCC = 35
STORAGE & UTILITY AT 436 SF/300 SF PER OCC = 5 (6 SPACES AT 1 EA)
TOTAL: 98 OCCUPANTS

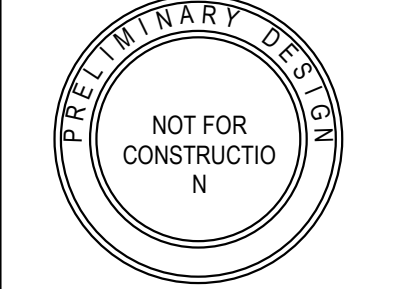


SCALE: 1/8" = 1' - 0"

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OFFICE BUILDING - 2ND FLOOR PLAN

Project Number:
172986

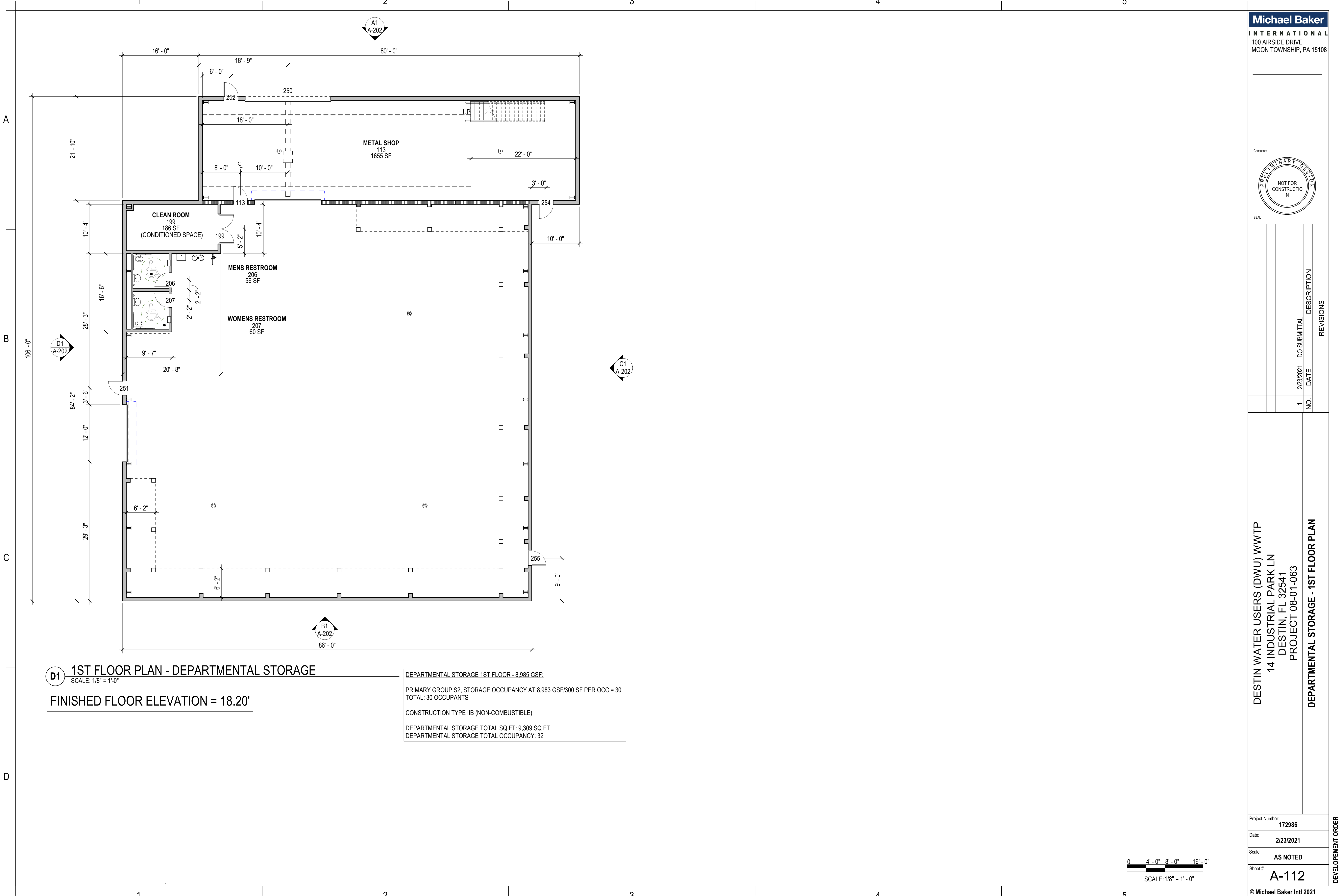
Date:
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Scale:
AS NOTED

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A-111

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DEVELOPMENT ORDER



D1 1ST FLOOR PLAN - DEPARTMENTAL STORAGE

SCALE: 1/8" = 1'-0"

FINISHED FLOOR ELEVATION = 18.20'

DEPARTMENTAL STORAGE 1ST FLOOR - 8,985 GSF:

PRIMARY GROUP S2, STORAGE OCCUPANCY AT 8,983 GSF/300 SF PER OCC = 30
TOTAL: 30 OCCUPANTS

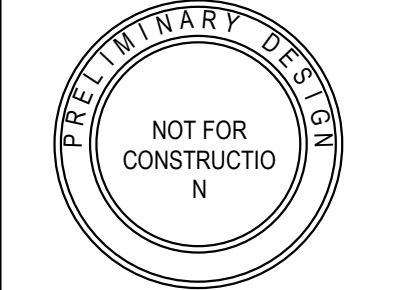
CONSTRUCTION TYPE IIB (NON-COMBUSTIBLE)

DEPARTMENTAL STORAGE TOTAL SQ FT: 9,309 SQ FT
DEPARTMENTAL STORAGE TOTAL OCCUPANCY: 32

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DEPARTMENTAL STORAGE - 1ST FLOOR PLAN

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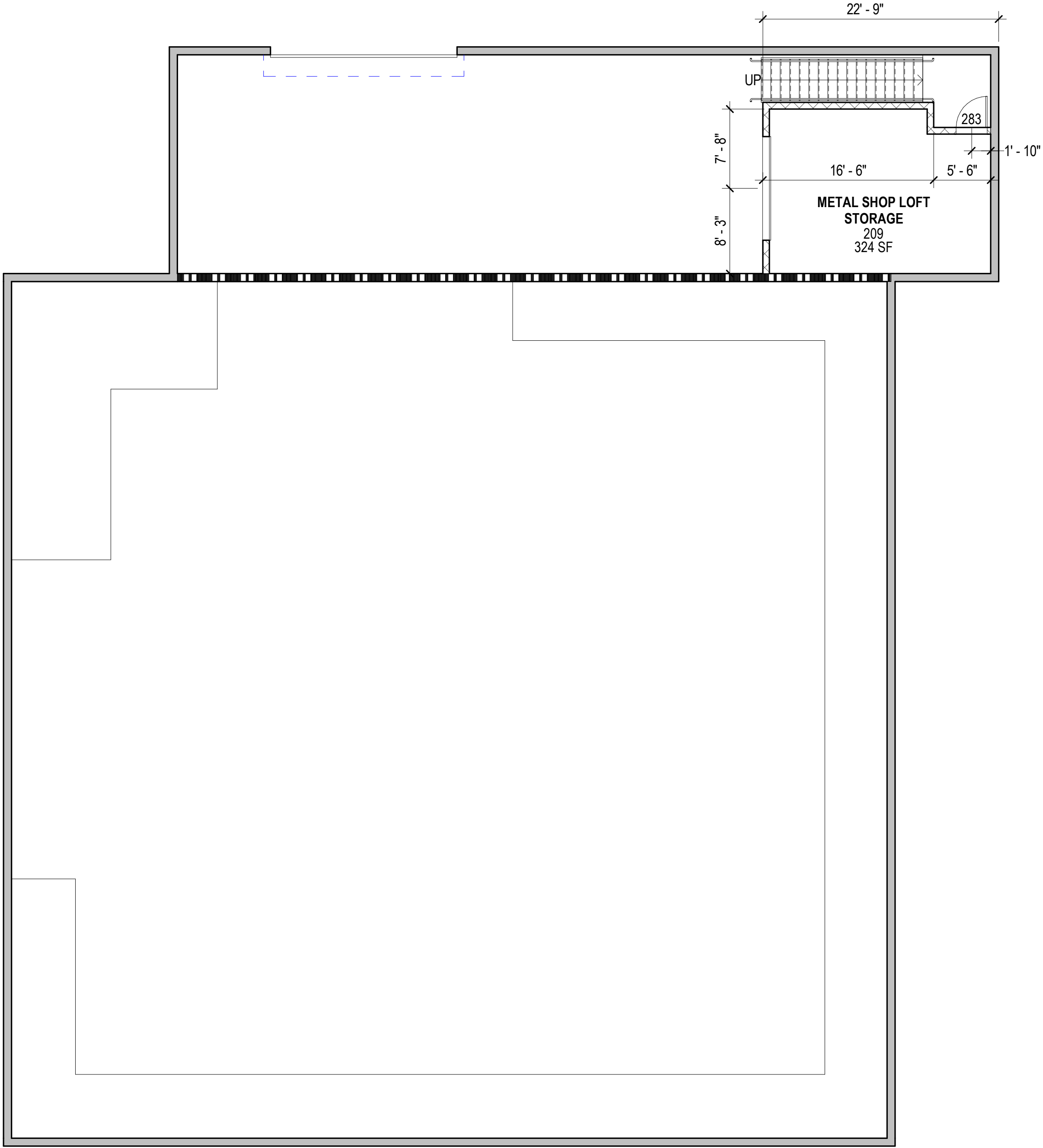
DEVELOPMENT ORDER

A

B

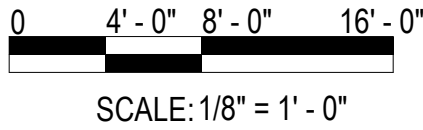
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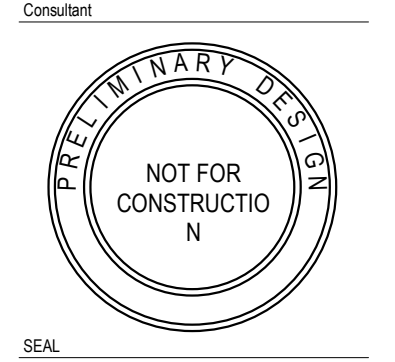
D1 DEPARTMENTAL STORAGE - LOFT PLAN
SCALE: 1/8" = 1'-0"

DEPARTMENTAL STORAGE LOFT:
PRIMARY GROUP S2, STORAGE OCCUPANCY AT 315 GSF/300 SF PER OCC = 2
TOTAL: 2 OCCUPANTS



SCALE: 1/8" = 1' - 0"

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PROJECT 08-01-063

DEPARTMENTAL STORAGE - LOFT PLAN

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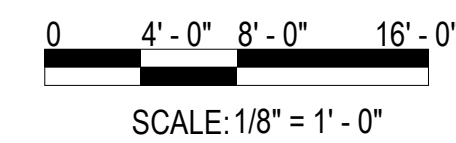
FINISHED FLOOR ELEVATION = 18.20'

WAREHOUSE 1ST FLOOR - 5,864 GSF:

PRIMARY GROUP S2, STORAGE OCCUPANCY AT 5,864 GSF/300 SF PER OCC = 20
2 OFFICES AS NON-SEPARATED ACCESSORY OCCUPANCY (BUSINESS) AT 167
SF + 172 SF = 339 SF IS LESS THAN 10% OF S2 AREA (10% = 586 SF LIMIT IN
ALLOWABLE AREA).

CONSTRUCTION TYPE IIB (NON-COMBUSTIBLE)

WAREHOUSE TOTAL SQ FT: 7,364 SQ FT
WAREHOUSE TOTAL OCCUPANCY: 25

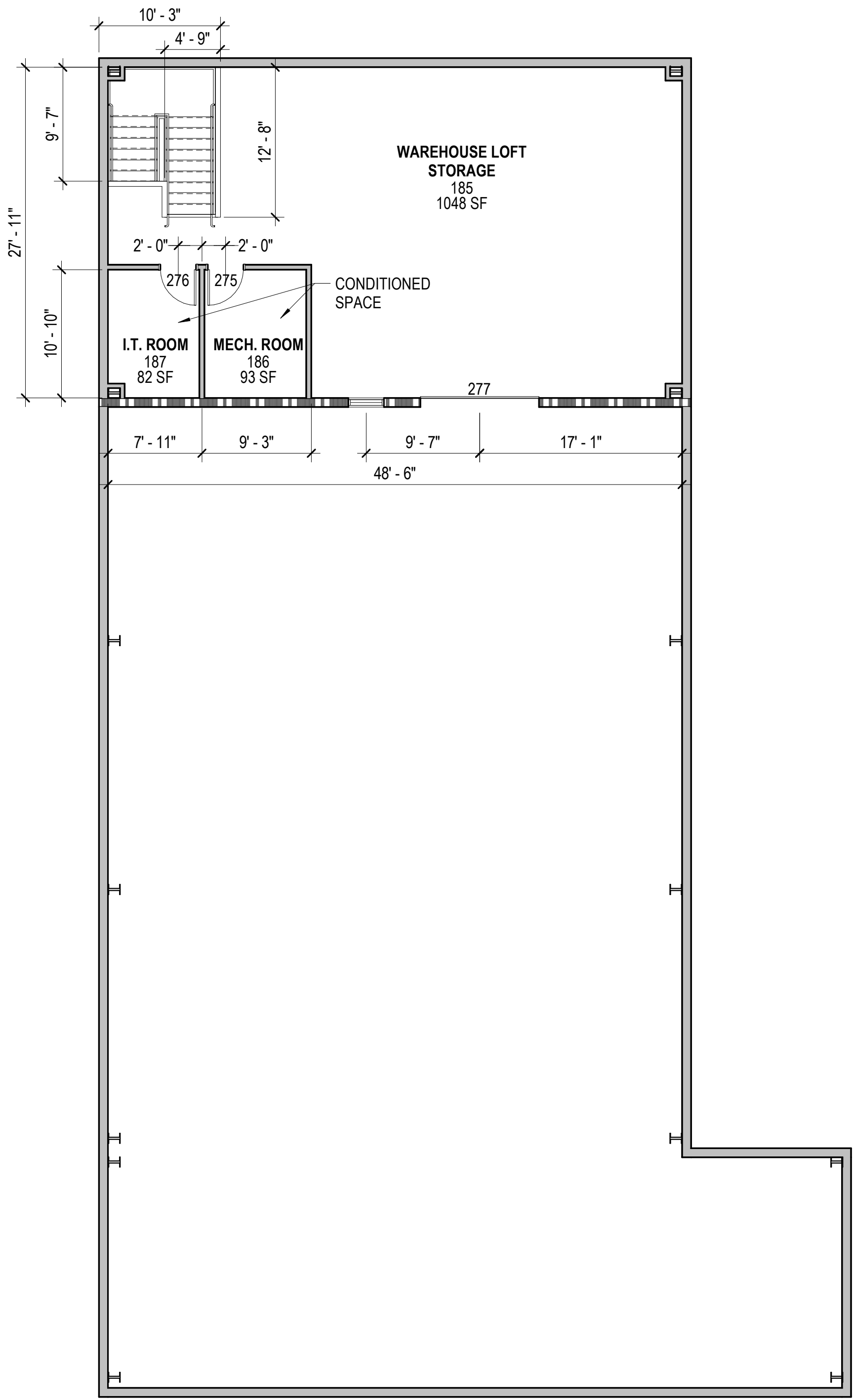


A

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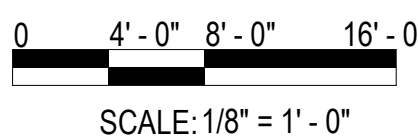
C

D



C1 WAREHOUSE - LOFT PLAN
SCALE: 1/8" = 1'-0"

WAREHOUSE LOFT - 1,500 GSF:
PRIMARY GROUP S2, STORAGE OCCUPANCY AT 1,500 GSF/300 SF PER OCC = 5
GROUP S1 DETERMINED IN LOFT AREA WILL BE PARTITIONED OFF IN A
SEPARATE ROOM AND LIMITED TO 10% NON-SEPARATED ACCESSORY
OCCUPANCY (S1 STORAGE) (10% = 150 SF LIMIT ALLOWABLE AREA).



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PROJECT 08-01-063

WAREHOUSE - LOFT PLAN

Project Number:
172986

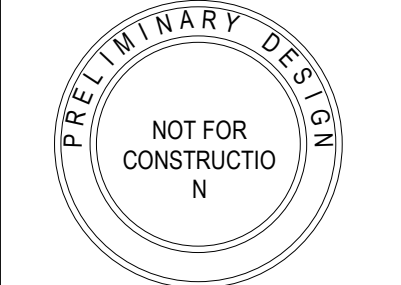
Date:
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DEVELOPEMENT ORDER



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DESTIN WATER USERS (DWU) WWTP
14 INDUSTRIAL PARK LANE
DESTIN, FL 32541
PROJECT 08-01-63

PARKING GARAGE - PLAN VIEWS

Project Number:
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Date:
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Scale:
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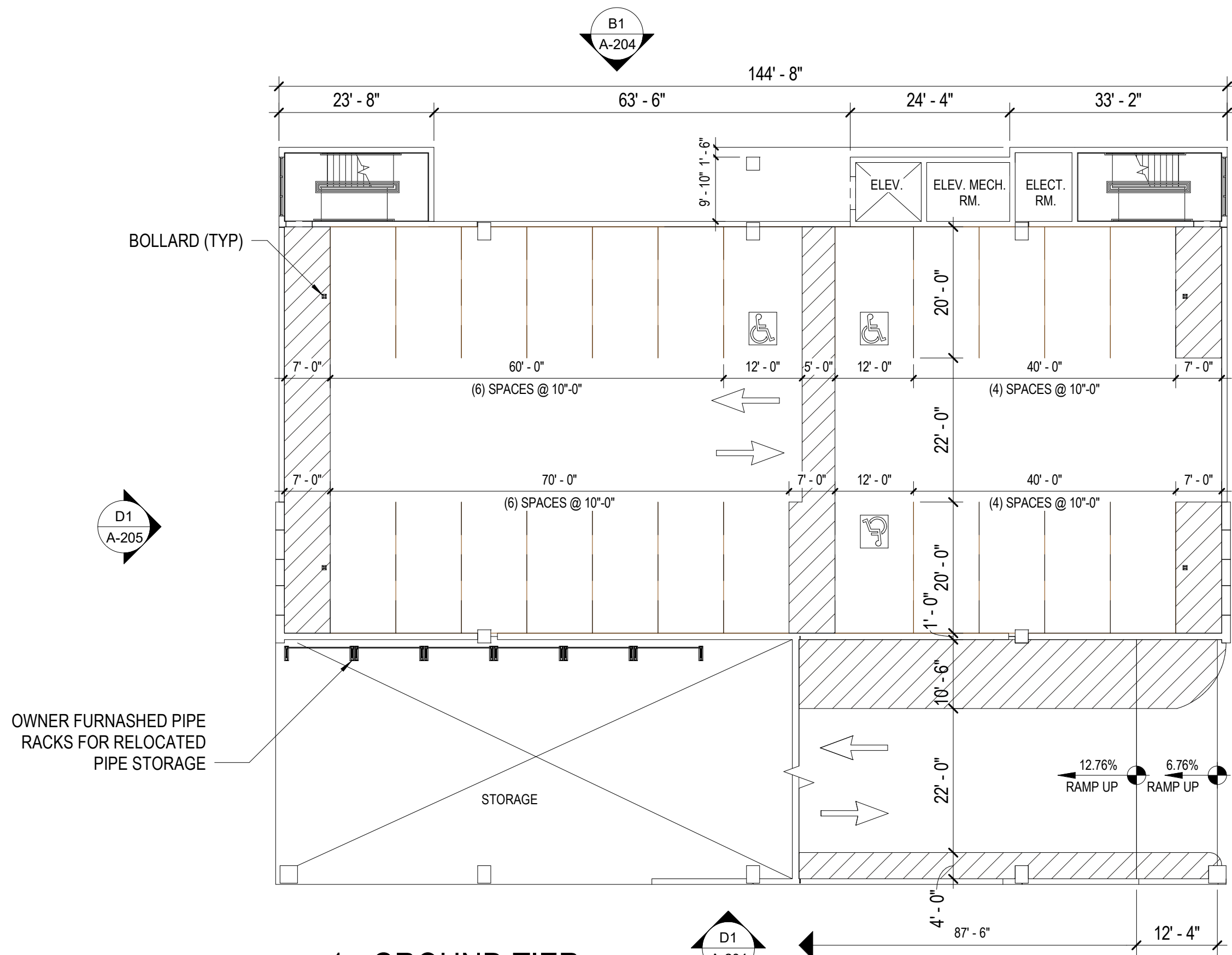
DEVELOPMENT ORDER

A

B

C

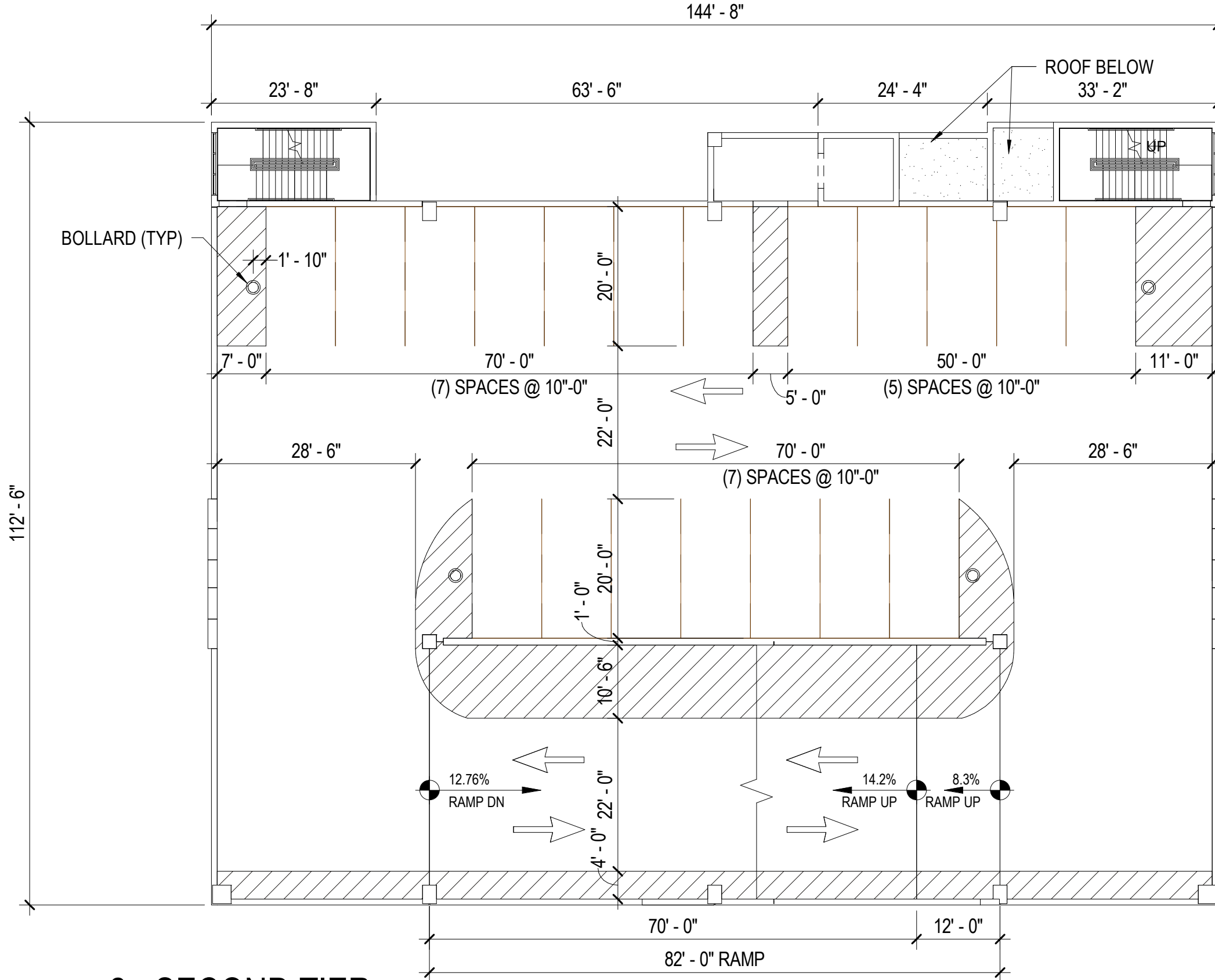
D



B1 1 - GROUND TIER
SCALE: 1/16" = 1'-0" REF: A-204

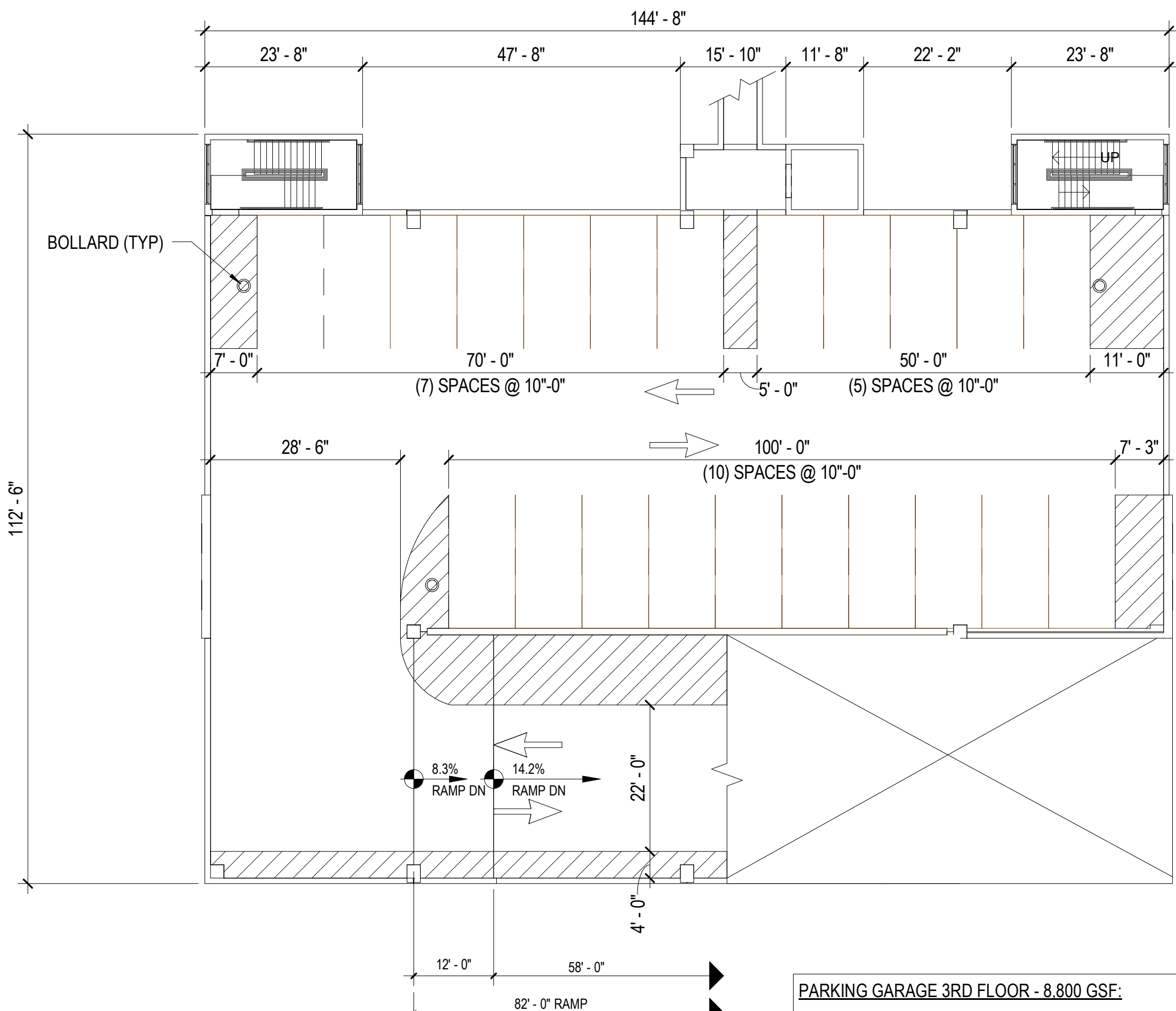
FINISHED FLOOR ELEVATION = 17.75'
GARAGE PIPE STORAGE ELEVATION = 17.25'

PARKING GARAGE 1ST FLOOR - 8,800 GSF:
PRIMARY GROUP S2, STORAGE OCCUPANCY AT 8,800 GSF/200 SF PER OCC = 44
TOTAL: 44 OCCUPANTS
CONSTRUCTION TYPE IB (NON-COMBUSTIBLE)



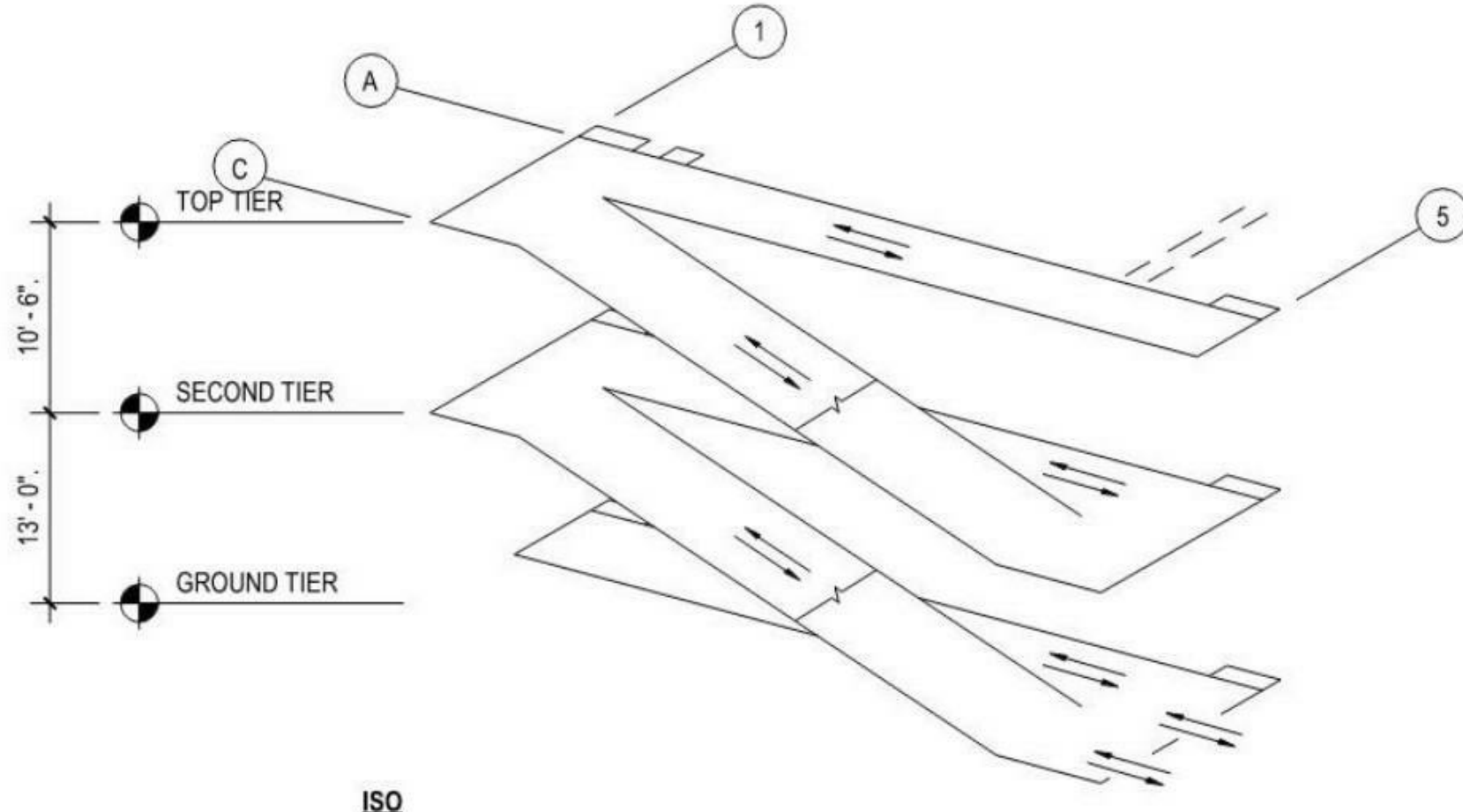
B3 2 - SECOND TIER
SCALE: 1/16" = 1'-0" REF: A-204

PARKING GARAGE 2ND FLOOR - 8,800 GSF:
PRIMARY GROUP S2, STORAGE OCCUPANCY AT 8,800 GSF/200 SF PER OCC = 44
TOTAL: 44 OCCUPANTS



D1 3 - TOP TIER
SCALE: 1/16" = 1'-0" REF: A-204

PARKING GARAGE 3RD FLOOR - 8,800 GSF:
PRIMARY GROUP S2, STORAGE OCCUPANCY AT 8,800 GSF/200 SF PER OCC = 44
TOTAL: 44 OCCUPANTS



PARKING TABULATION				
TIER	STANDARD ADA	VAN ADA	z 10' - 0" SPACE	TOTAL
1 - GROUND TIER	2	1	21	24
2 - SECOND TIER	0	0	19	19
3 - TOP TIER	0	0	22	22
	2	1	62	65

PLAN LEGEND	
	STEEL BOLLARD ON C.I.P. FINISHED FLOOR, SEE DETAIL 1/A1.2
	P/C BOLLARD ON P/C TEES, SEE DETAIL 2/A1.2
	ACCESSIBLE PARKING SPACE, SEE DETAIL 5/A1.2
	4" SIDE STRIPES PAINTED @ 1'-6" O.C.
	PAINTED FLOOR ARROW, SEE DETAIL 4/A1.2

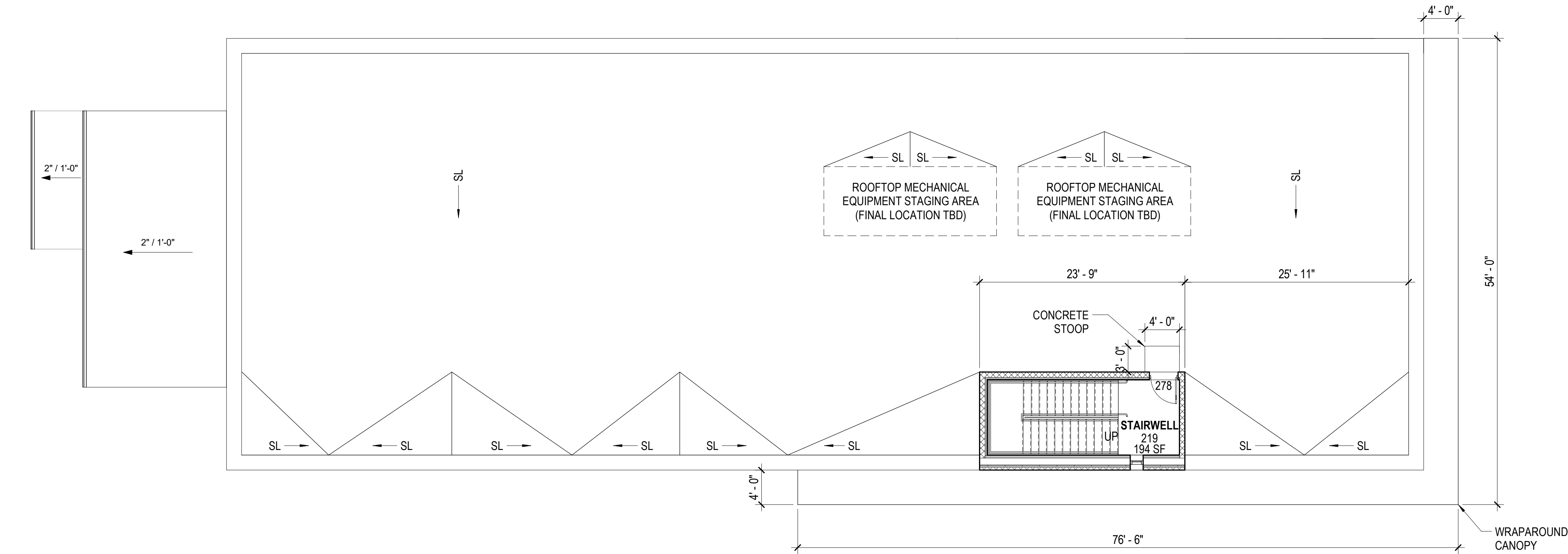
0 4' - 0" 8' - 0" 16' - 0"
SCALE: 0' - 0 1/8" = 1' - 0"

A

B

C

D



B1 OFFICE BUILDING - ROOF PLAN
SCALE: 1/8" = 1'-0"

NOTE:

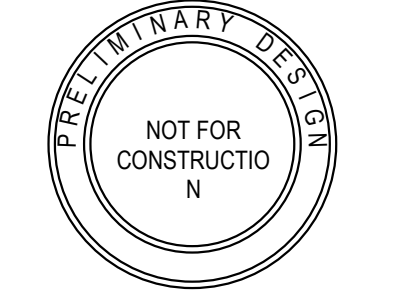
PER 7.09.03 DESIGN REVIEW REQUIREMENTS, THE SECTIONS PERTAINING TO ARCHITECTURAL FEATURES OF "BUILDING MASS FACADE AND ELEVATION" AND "ROOFLINE DESIGN" SUGGEST THAT BUILDINGS "SHALL BE ORIENTED TOWARDS THE PUBLIC STREET FRONTAGE AND SHALL BE CONSTRUCTED AS CLOSE TO THE ADJACENT RIGHT-OF-WAY AS POSSIBLE IN ORDER TO IMPROVE ACCESS. A CONTINUOUS FACADE LINE SHALL BE USED ALONG A BLOCK TO PROVIDE AN ACCESSIBLE AND ATTRACTIVE STREETScape.

IT IS THE INTENT OF THIS SECTION TO HAVE BUILDING FACADES ALONG THE LENGTH OF THE ADJACENT RIGHTS-OF-WAY. IN THE CASE OF THE DESTIN WATER USERS PLANT SITE, THE PROPERTY IS DESIGNATED AS INDUSTRIAL (IN), IS ONLY ACCESSIBLE THROUGH A PRIVATE GATE WHICH PROTECTS THE PLANT SITE FROM PUBLIC ACCESS, IS NOT ON A PUBLIC WAY, AND IS NOT ADJACENT TO A PUBLIC STREET. BECAUSE OF THE LOCATION AND ORIENTATION OF THE PROPOSED NEW DESTIN WATER USERS BUILDING INCLUDING GARAGE, OFFICE BUILDING, AND TWO (2) PREMANUFACTURED METAL BUILDINGS, THEIR DESIGN DOES NOT FOLLOW THE ABOVE STATED REQUIREMENTS OF BUILDINGS LOCATED ON A PUBLIC WAY.

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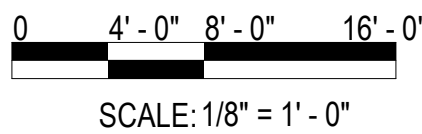


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DESTIN WATER USERS (DWU) WWTP
14 INDUSTRIAL PARK LN
DESTIN, FL 32541
PROJECT 08-01-063
OFFICE BUILDING - ROOF PLAN

Project Number:	172986
Date:	2/23/2021
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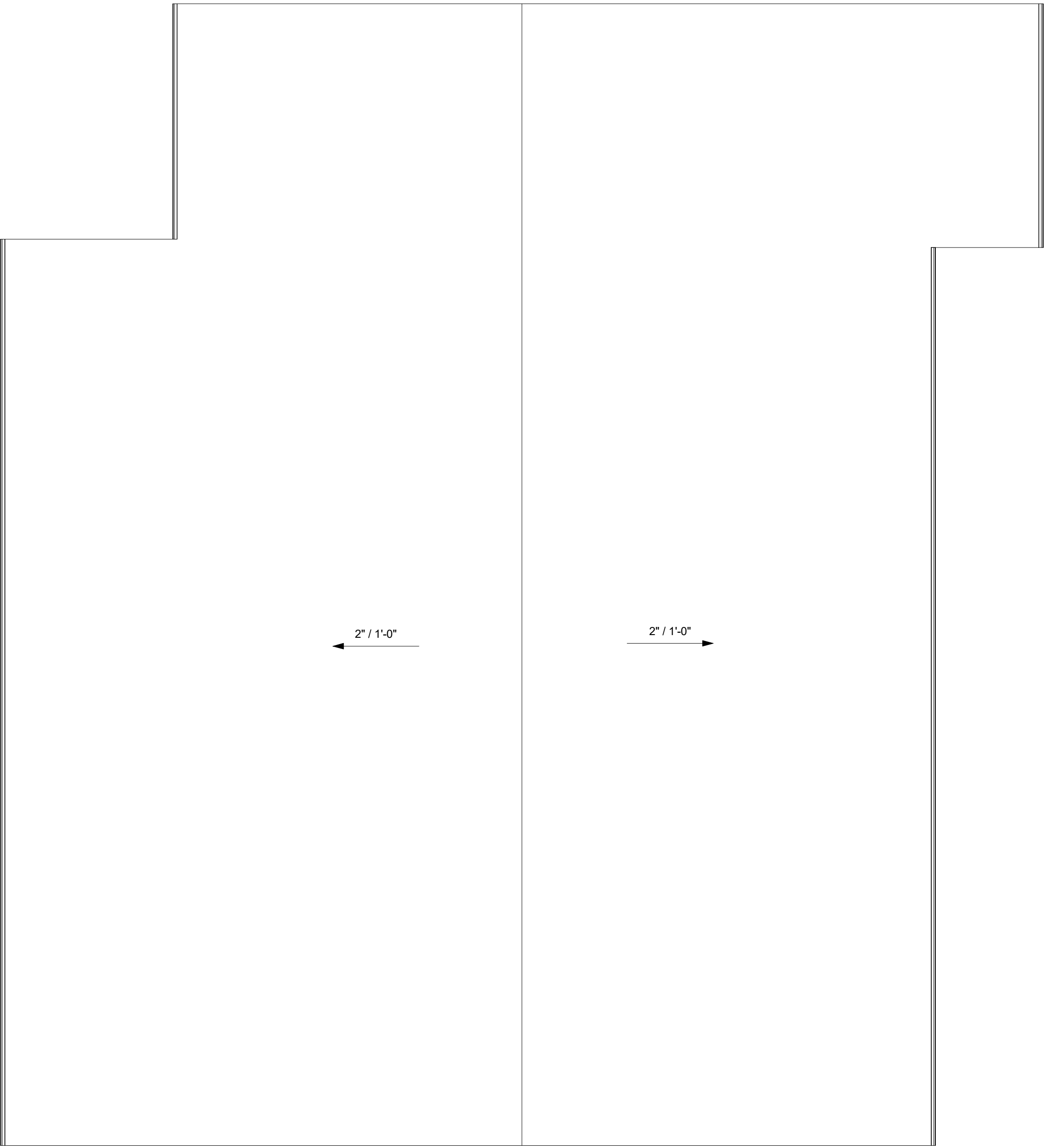
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2

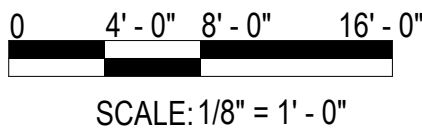
3

4

5



C1 DEPARTMENTAL STORAGE - ROOF PLAN
SCALE: 1/8" = 1'-0"



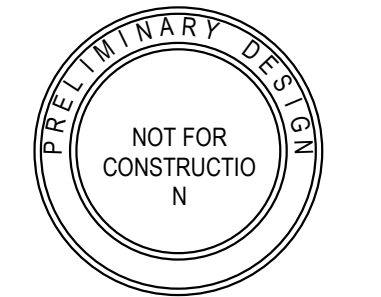
SCALE: 1/8" = 1' - 0"

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DESTIN WATER USERS (DWU) WWTP
14 INDUSTRIAL PARK LN
DESTIN, FL 32541
PROJECT 08-01-063
DEPARTMENTAL STORAGE - ROOF PLAN

Project Number: **172986**

Date: **2/23/2021**

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Sheet # **A-131**

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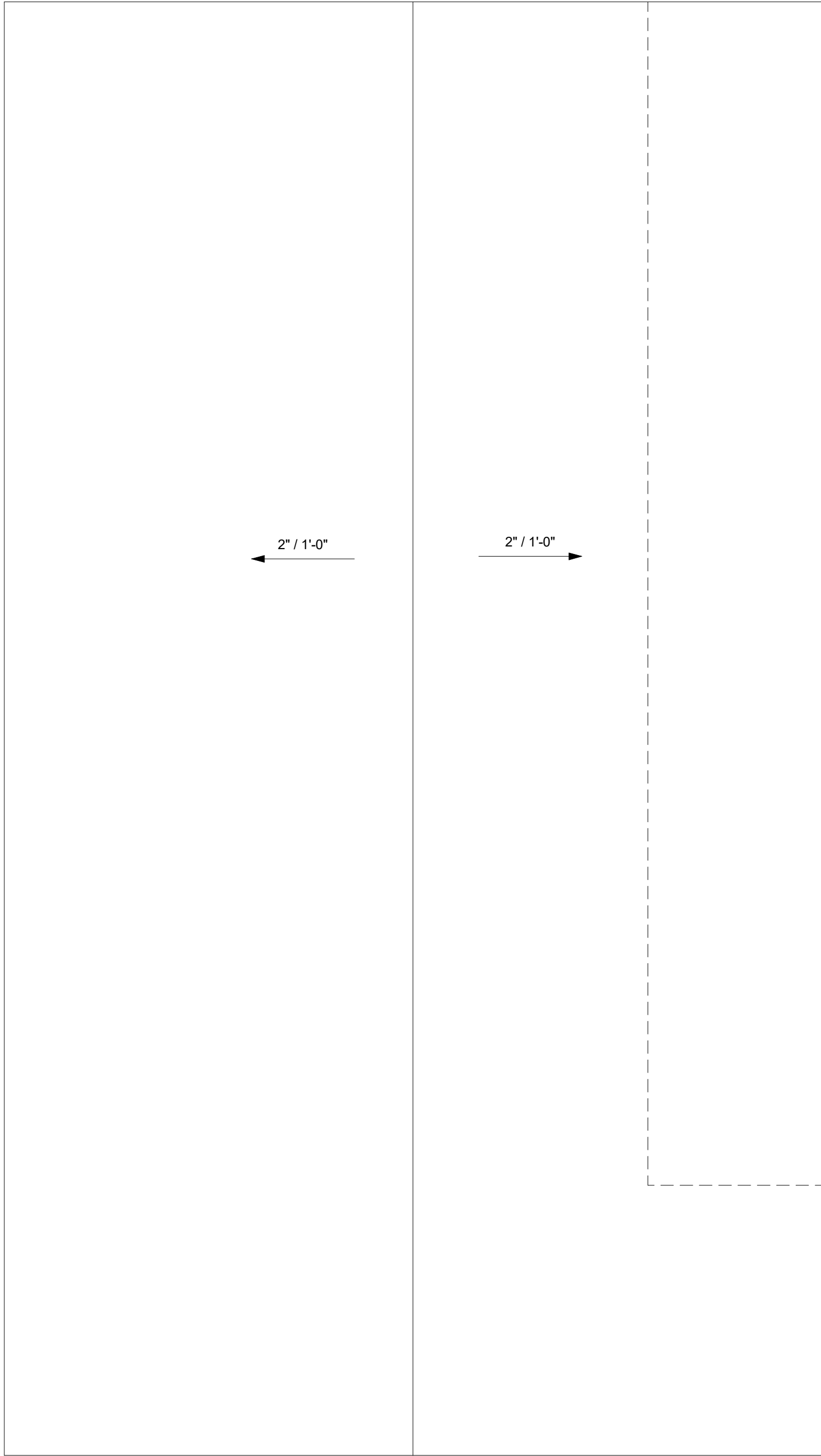
DEVELOPMENT ORDER

A

B

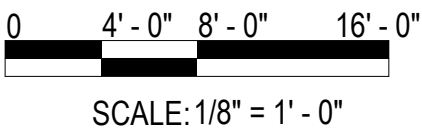
C

D



C1 WAREHOUSE - ROOF PLAN

SCALE: 1/8" = 1'-0"



Michael Baker

INTERNATIONAL

100 AIRSIDE DRIVE
MOON TOWNSHIP, PA 15108

Consultant



SEAL

NO.	DATE	DO SUBMITTAL	DESCRIPTION	
			REVISIONS	
1	2/23/2021			

DESTIN WATER USERS (DWU) WWTP
14 INDUSTRIAL PARK LN
DESTIN, FL 32541
PROJECT 08-01-063
WAREHOUSE - ROOF PLAN

Project Number:
172986

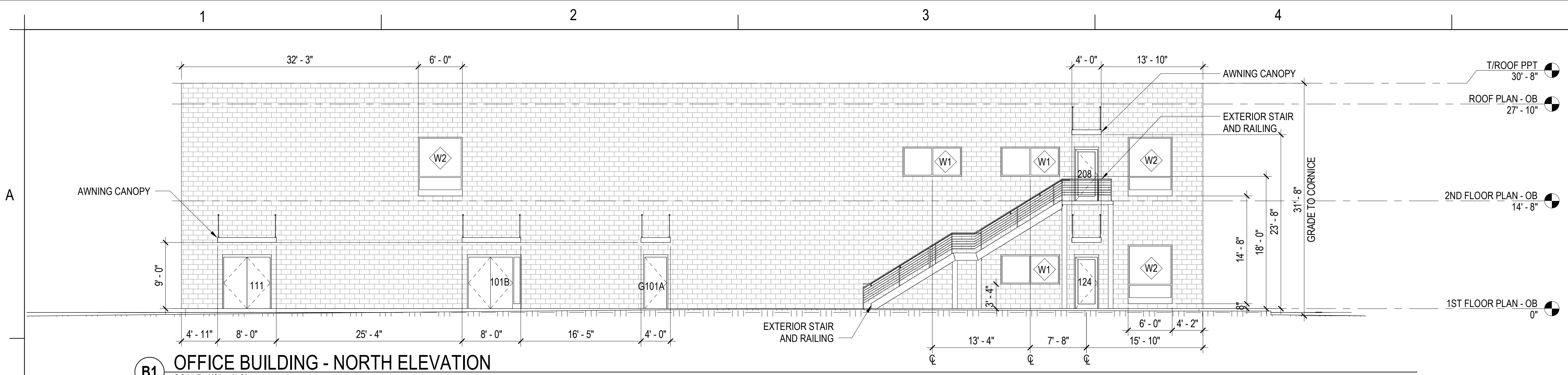
Date:
2/23/2021

Scale:
AS NOTED

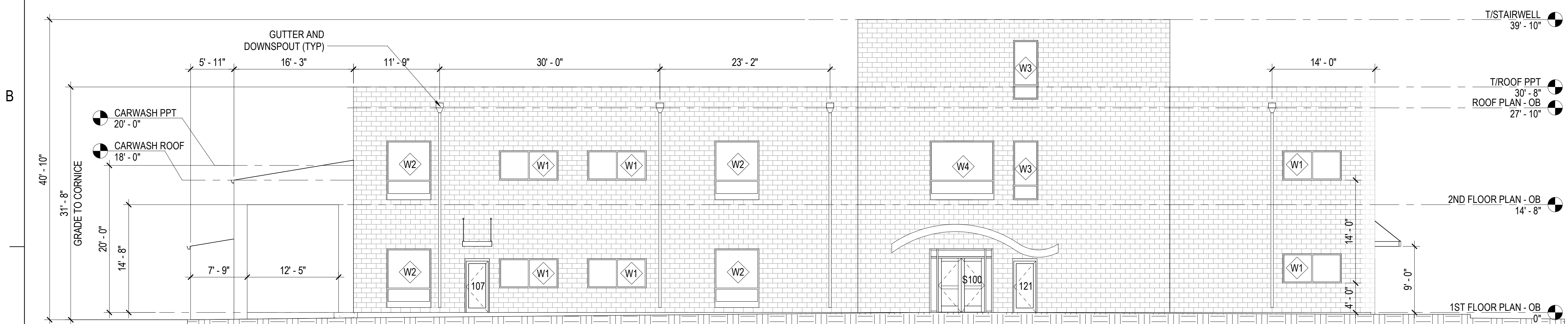
Sheet #
A-132

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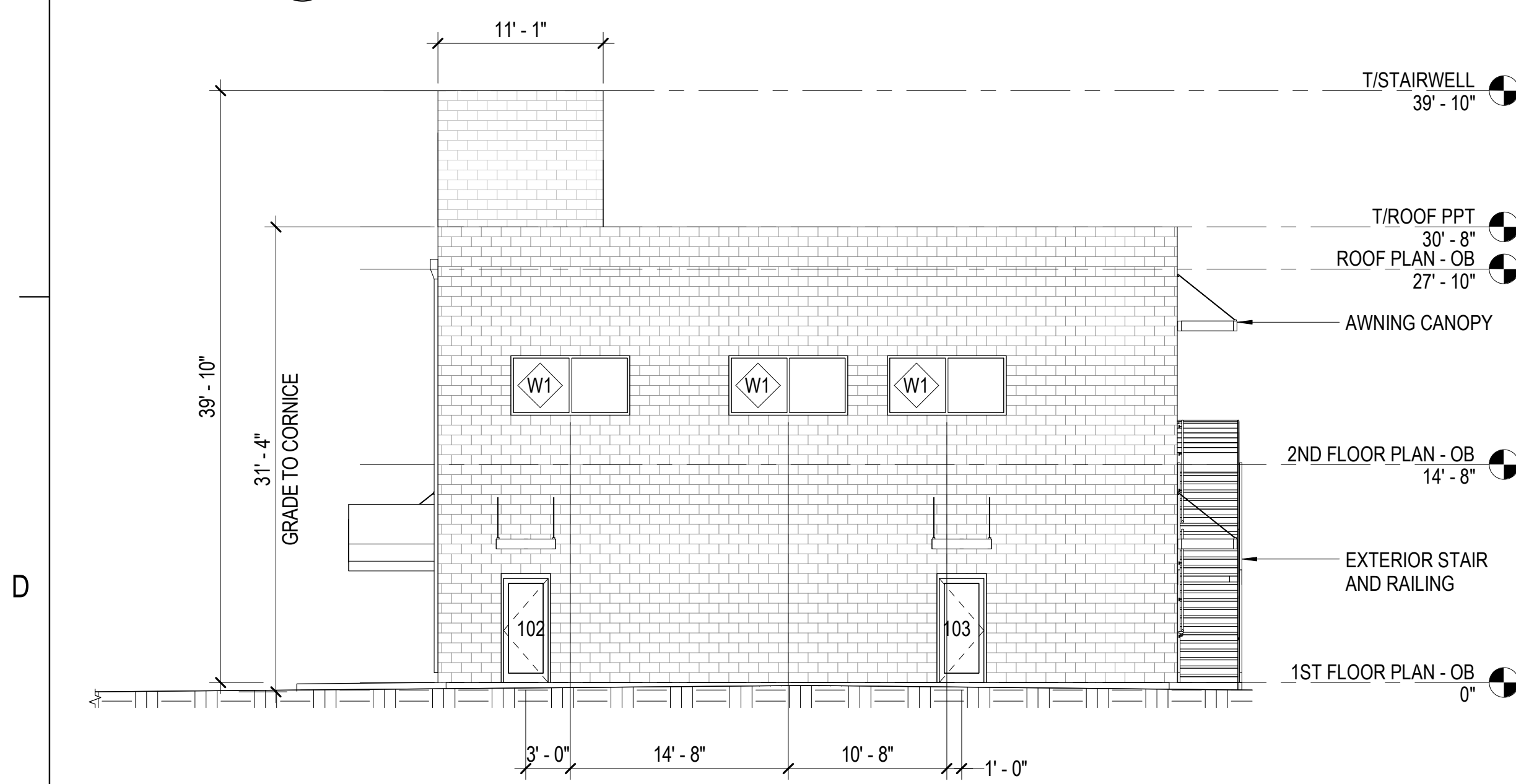
DEVELOPMENT ORDER



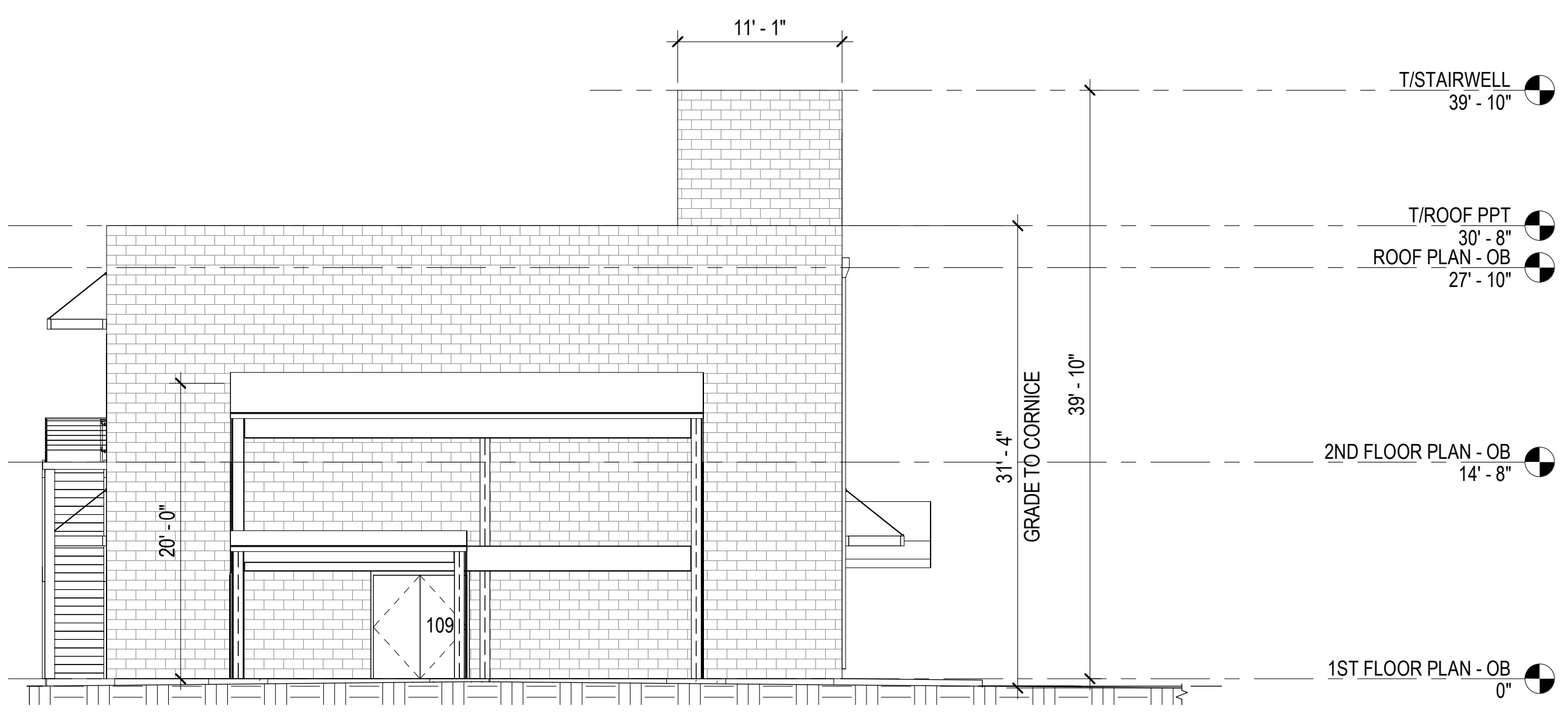
B1 OFFICE BUILDING - NORTH ELEVATION
SCALE: 1/8" = 1'-0"



C1 OFFICE BUILDING - SOUTH ELEVATION
SCALE: 1/8" = 1'-0"



D1 OFFICE BUILDING - EAST ELEVATION
SCALE: 1/8" = 1'-0"



D3 OFFICE BUILDING - WEST ELEVATION
SCALE: 1/8" = 1'-0"

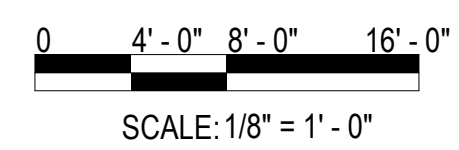
NOTES:

PER 7.09.03 DESIGN REVIEW REQUIREMENTS, THE SECTIONS PERTAINING TO ARCHITECTURAL FEATURES OF "BUILDING MASS FACADE AND ELEVATION" AND "ROOFLINE DESIGN" SUGGEST THAT BUILDINGS "SHALL BE ORIENTED TOWARDS THE PUBLIC STREET FRONTAGE AND SHALL BE CONSTRUCTED AS CLOSE TO THE ADJACENT RIGHT-OF-WAY AS POSSIBLE IN ORDER TO IMPROVE ACCESS. A CONTINUOUS FACADE LINE SHALL BE USED ALONG A BLOCK TO PROVIDE AN ACCESSIBLE AND ATTRACTIVE STREETScape.

IT IS THE INTENT OF THIS SECTION TO HAVE BUILDING FACADES ALONG THE LENGTH OF THE ADJACENT RIGHTS-OF-WAY.

IN THE CASE OF THE DESTIN WATER USERS PLANT SITE, THE PROPERTY IS DESIGNATED AS INDUSTRIAL (IN), IS ONLY ACCESSIBLE THROUGH A PRIVATE GATE WHICH PROTECTS THE PLANT SITE FROM PUBLIC ACCESS, IS NOT ON A PUBLIC WAY, AND IS NOT ADJACENT TO A PUBLIC STREET. BECAUSE OF THE LOCATION AND ORIENTATION OF THE PROPOSED NEW DESTIN WATER USERS BUILDING INCLUDING GARAGE, OFFICE BUILDING, AND TWO (2) PREMANUFACTURED METAL BUILDINGS, THEIR DESIGN DOES NOT FOLLOW THE ABOVE STATED REQUIREMENTS OF BUILDINGS LOCATED ON A PUBLIC WAY.

BUILDING HEIGHT IS MEASURED FROM GRADE AT THE CENTERLINE OF THE ROADWAY TO THE CORNICE OF THE BUILDING PER Comp Plan Policy 1-2.1.4



Michael Baker INTERNATIONAL
11 N WATER ST SUITE 14290
MOBILE, AL 36602

DESTIN WATER USERS, INC.
218 MAIN ST
DESTIN, FL 32541

Consultant

PRELIMINARY DESIGN
NOT FOR CONSTRUCTION

SEAL

REVISIONS	
NO.	DESCRIPTION

DESTIN WATER USERS (DWU) WWTP
14 INDUSTRIAL PARK LN
DESTIN, FL 32541
PROJECT 08-01-063

OFFICE BUILDING - EXTERIOR ELEVATIONS

Project Number: **177946**

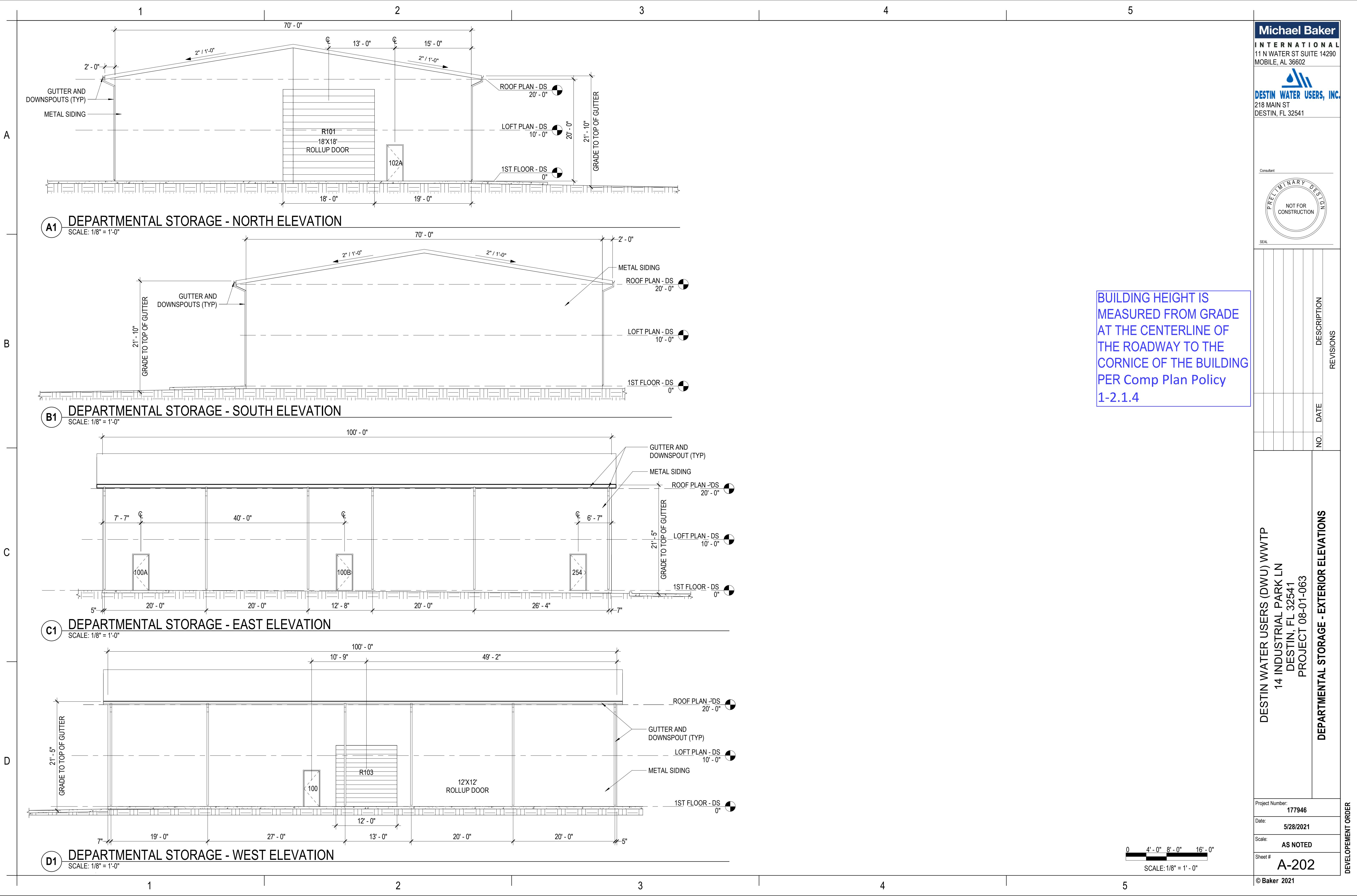
Date: **5/28/2021**

Scale: **AS NOTED**

Sheet # **A-201**

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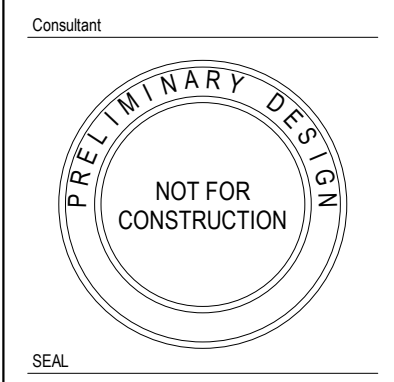
DEVELOPMENT ORDER



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11 N WATER ST SUITE 14290
MOBILE, AL 36602

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218 MAIN ST
DESTIN, FL 32541



REVISIONS		DESCRIPTION
NO.	DATE	

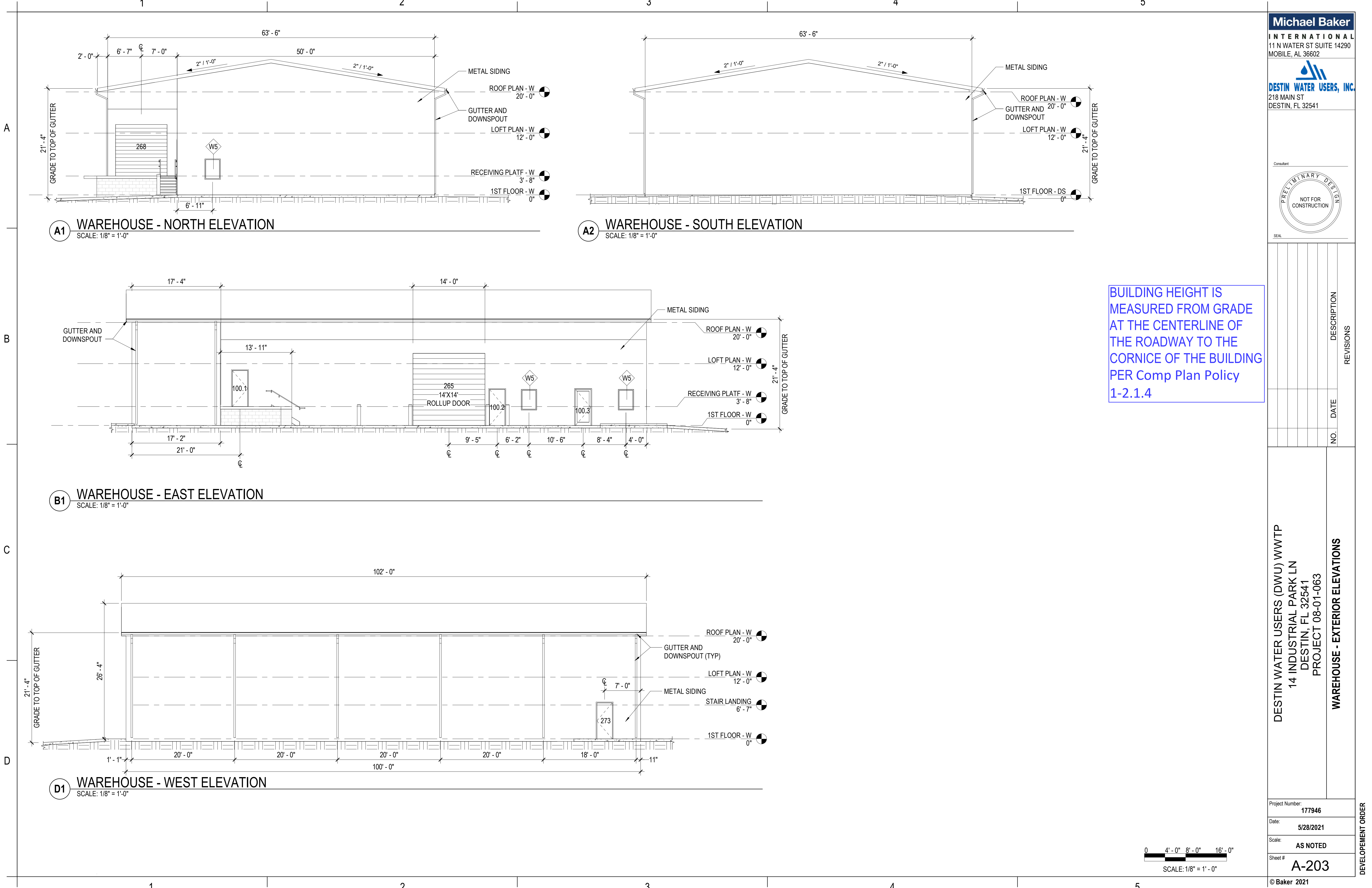
DESTIN WATER USERS (DWU) WWTP
14 INDUSTRIAL PARK LN
DESTIN, FL 32541
PROJECT 08-01-063

DEPARTMENTAL STORAGE - EXTERIOR ELEVATIONS

Project Number: 177946
Date: 5/28/2021
Scale: AS NOTED
Sheet # A-202

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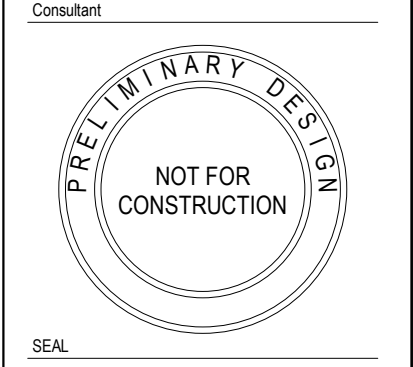
DEVELOPMENT ORDER



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11 N WATER ST SUITE 14290
MOBILE, AL 36602

DESTIN WATER USERS, INC.
218 MAIN ST
DESTIN, FL 32541

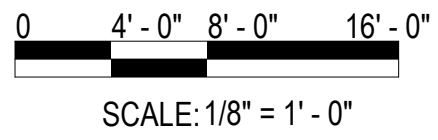


BUILDING HEIGHT IS
MEASURED FROM GRADE
AT THE CENTERLINE OF
THE ROADWAY TO THE
CORNICE OF THE BUILDING
PER Comp Plan Policy
1-2.1.4

DESTIN WATER USERS (DWU) WWTP
14 INDUSTRIAL PARK LN
DESTIN, FL 32541
PROJECT 08-01-063
WAREHOUSE - EXTERIOR ELEVATIONS

Project Number: 177946
Date: 5/28/2021
Scale: AS NOTED
Sheet # A-203

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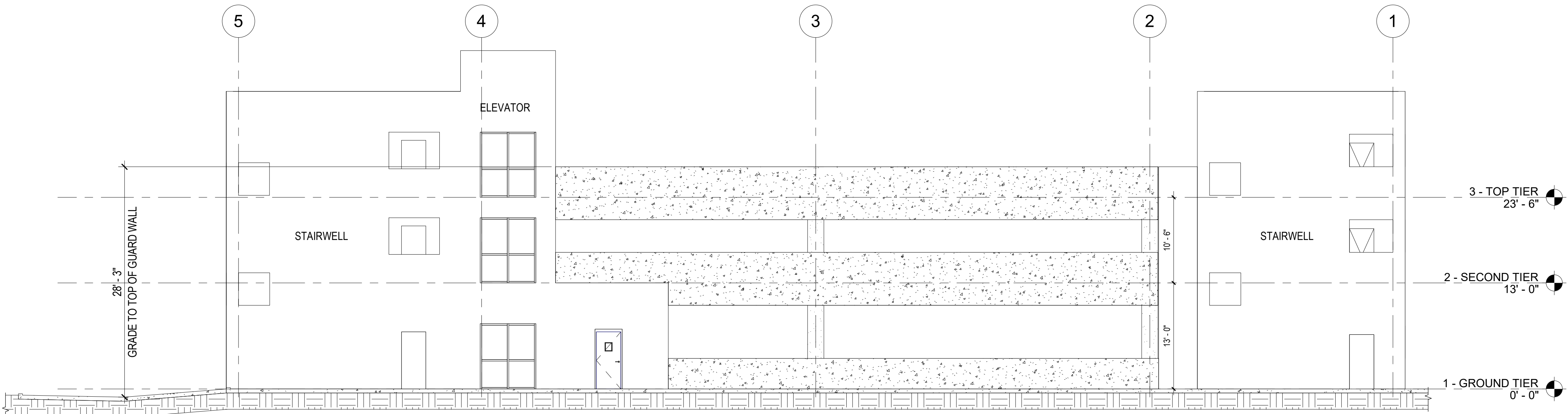
DEVELOPMENT ORDER

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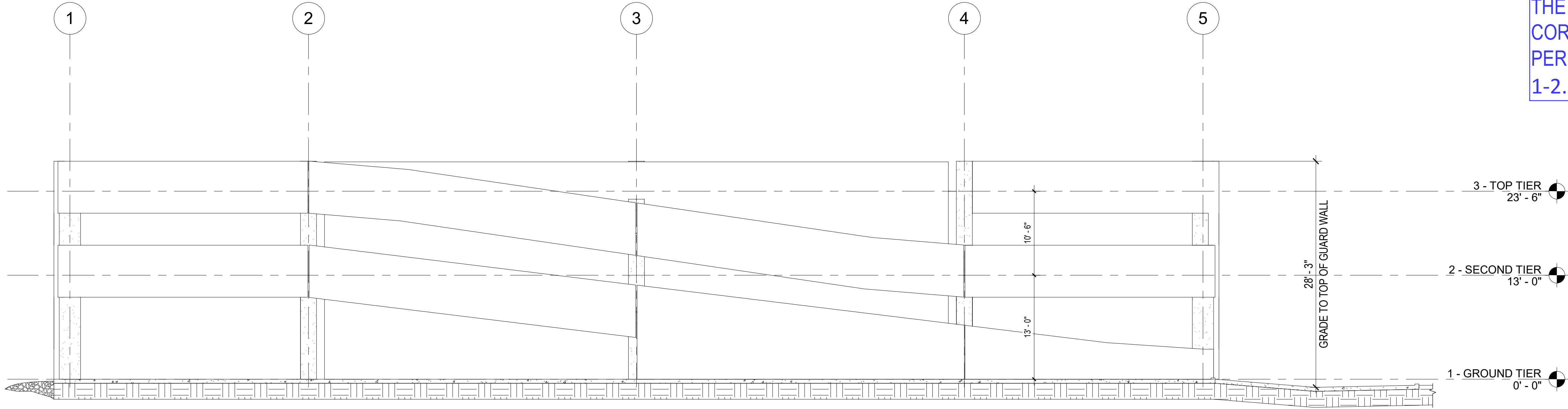
D



B1 NORTH ELEVATION

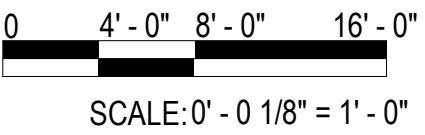
SCALE: 1/8" = 1'-0"

BUILDING HEIGHT IS
MEASURED FROM GRADE
AT THE CENTERLINE OF
THE ROADWAY TO THE
CORNICHE OF THE BUILDING
PER Comp Plan Policy
1-2.1.4



D1 SOUTH ELEVATION

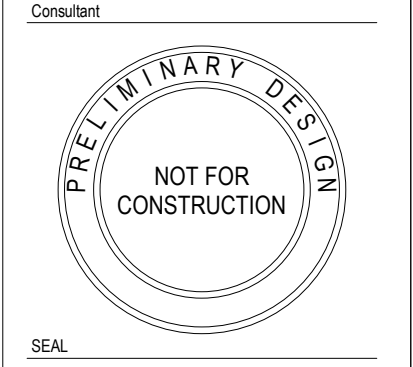
SCALE: 1/8" = 1'-0"



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11 N WATER ST SUITE 14290
MOBILE, AL 36602


DESTIN WATER USERS, INC.
218 MAIN ST
DESTIN, FL 32541



NO.	DATE	DESCRIPTION	REVISIONS

DESTIN WATER USERS (DWU) WWTP
14 INDUSTRIAL PARK LN
DESTIN, FL 32541
PROJECT 08-01-063

PARKING GARAGE - EXTERIOR ELEVATIONS

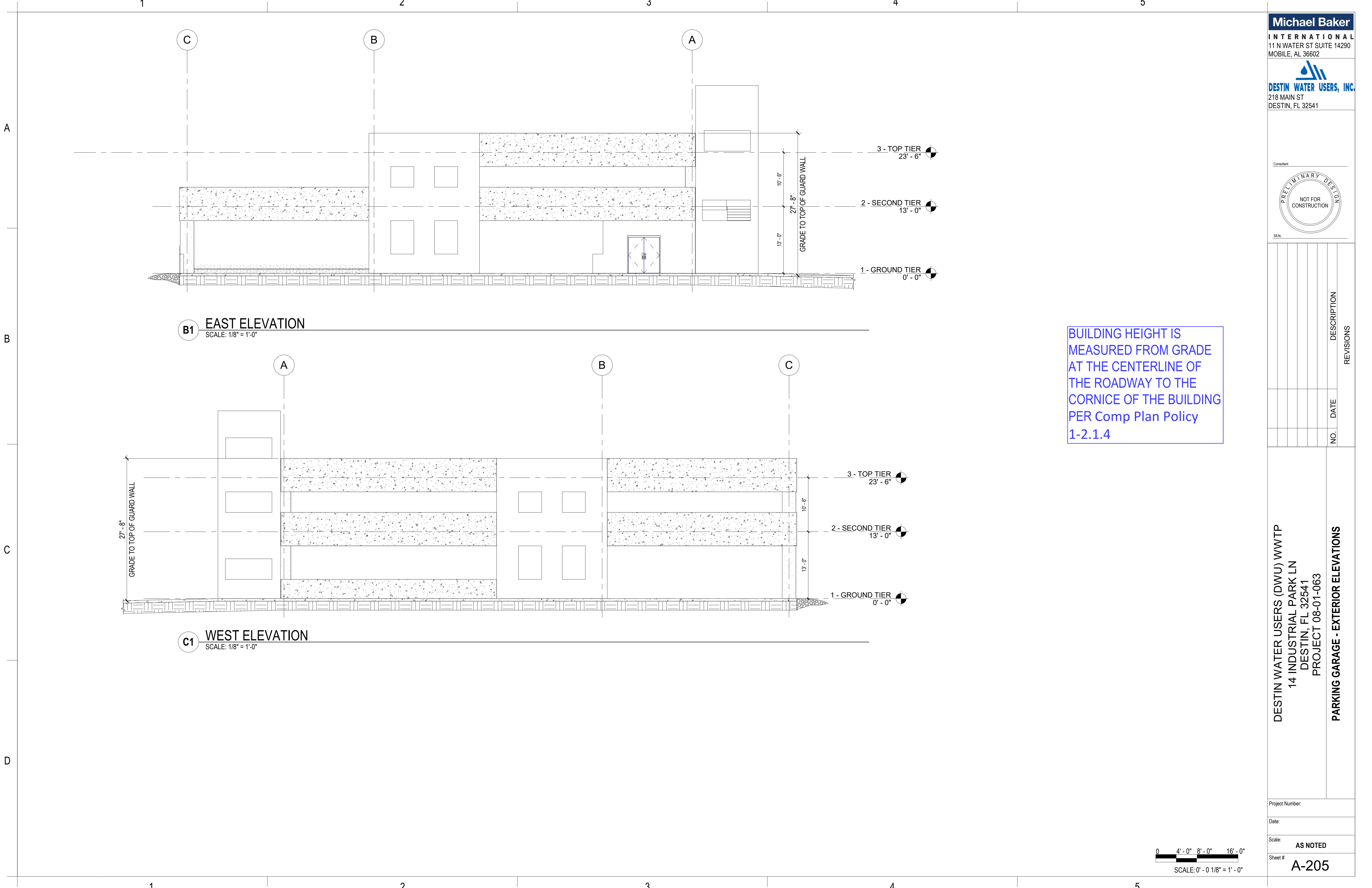
Project Number:
Date:
Scale: **AS NOTED**
Sheet # **A-204**

A

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C

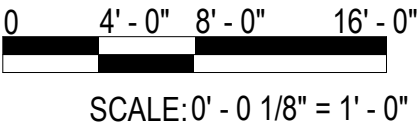
D



B1 EAST ELEVATION
SCALE: 1/8" = 1'-0"

C1 WEST ELEVATION
SCALE: 1/8" = 1'-0"

BUILDING HEIGHT IS
MEASURED FROM GRADE
AT THE CENTERLINE OF
THE ROADWAY TO THE
CORNICE OF THE BUILDING
PER Comp Plan Policy
1-2.1.4

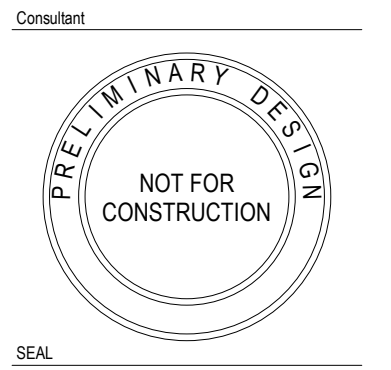


SCALE: 0' - 0 1/8" = 1' - 0"

Michael Baker

INTERNATIONAL
11 N WATER ST SUITE 14290
MOBILE, AL 36602

DESTIN WATER USERS, INC.
218 MAIN ST
DESTIN, FL 32541



REVISIONS		DESCRIPTION
NO.	DATE	

DESTIN WATER USERS (DWU) WWTP
14 INDUSTRIAL PARK LN
DESTIN, FL 32541
PROJECT 08-01-063

PARKING GARAGE - EXTERIOR ELEVATIONS

Project Number:
Date:
Scale: **AS NOTED**
Sheet # **A-205**

A

B

C

D

1 SITE PLAN - MECHANICAL EQUIPMENT

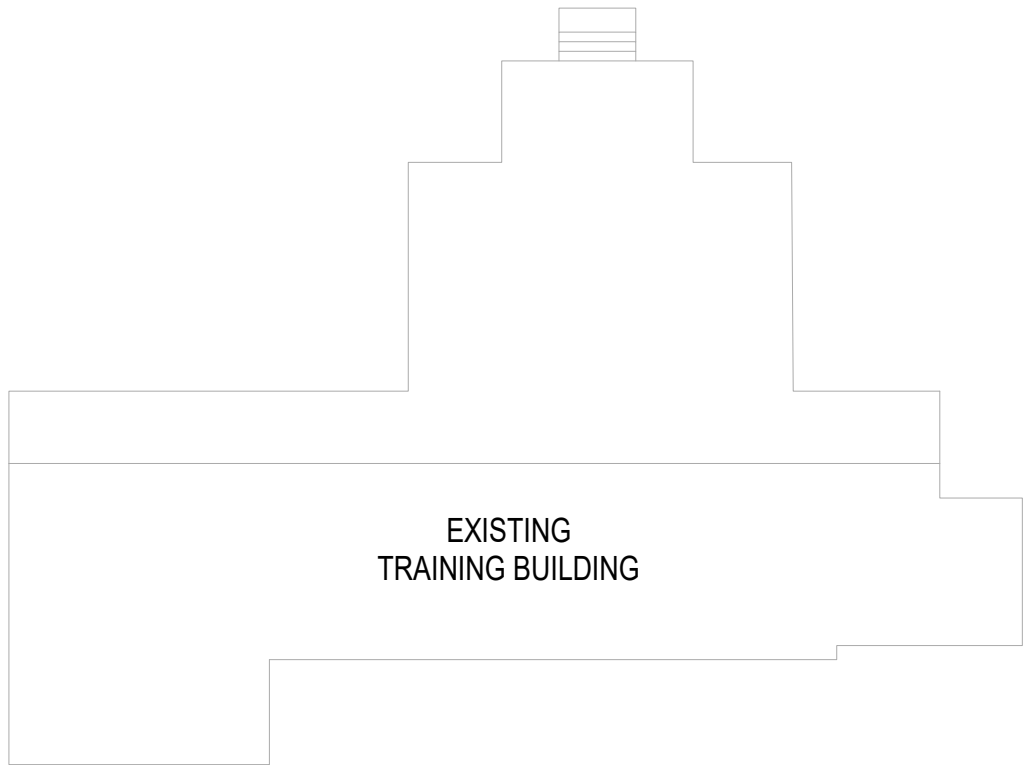
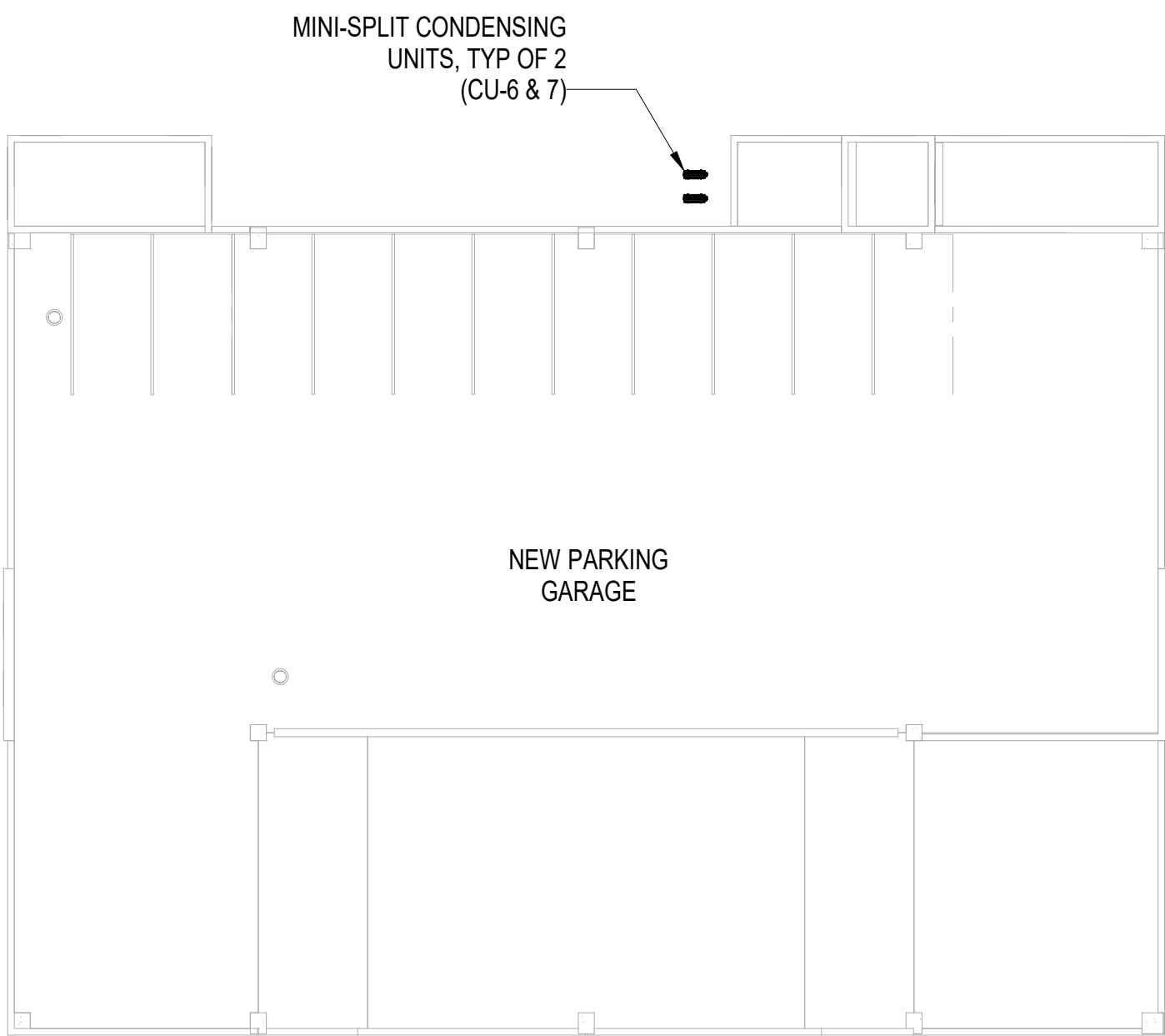
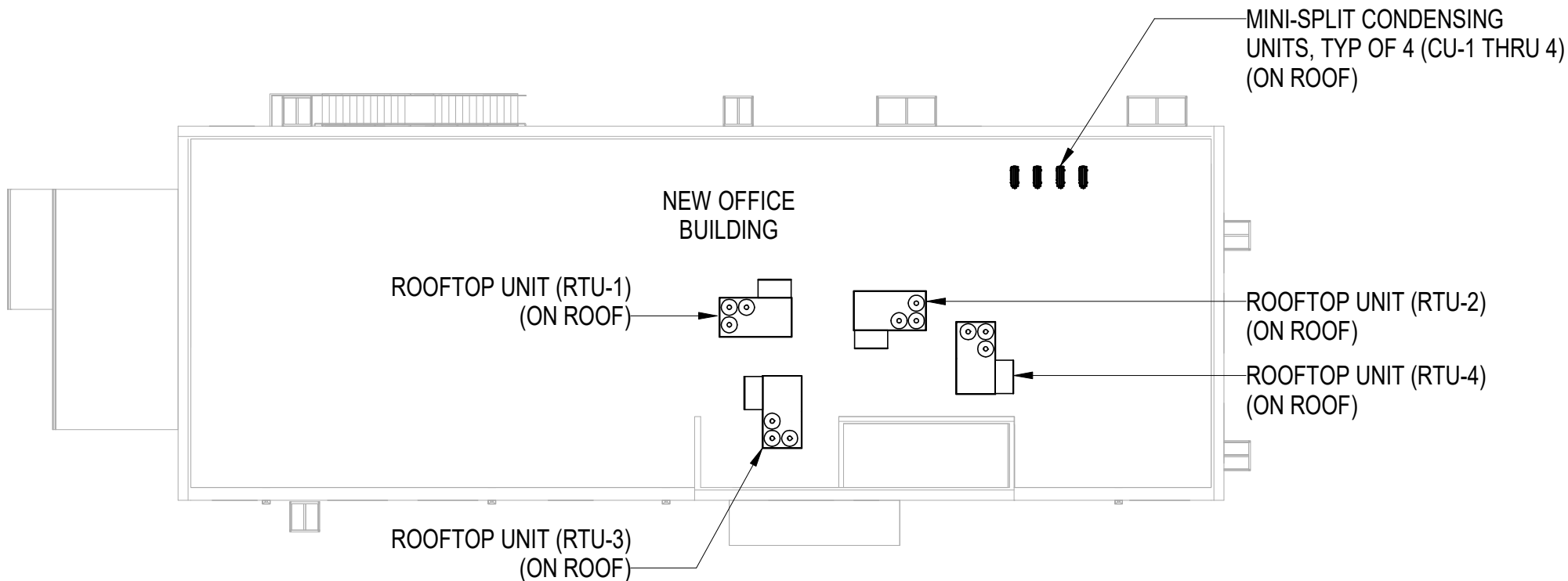
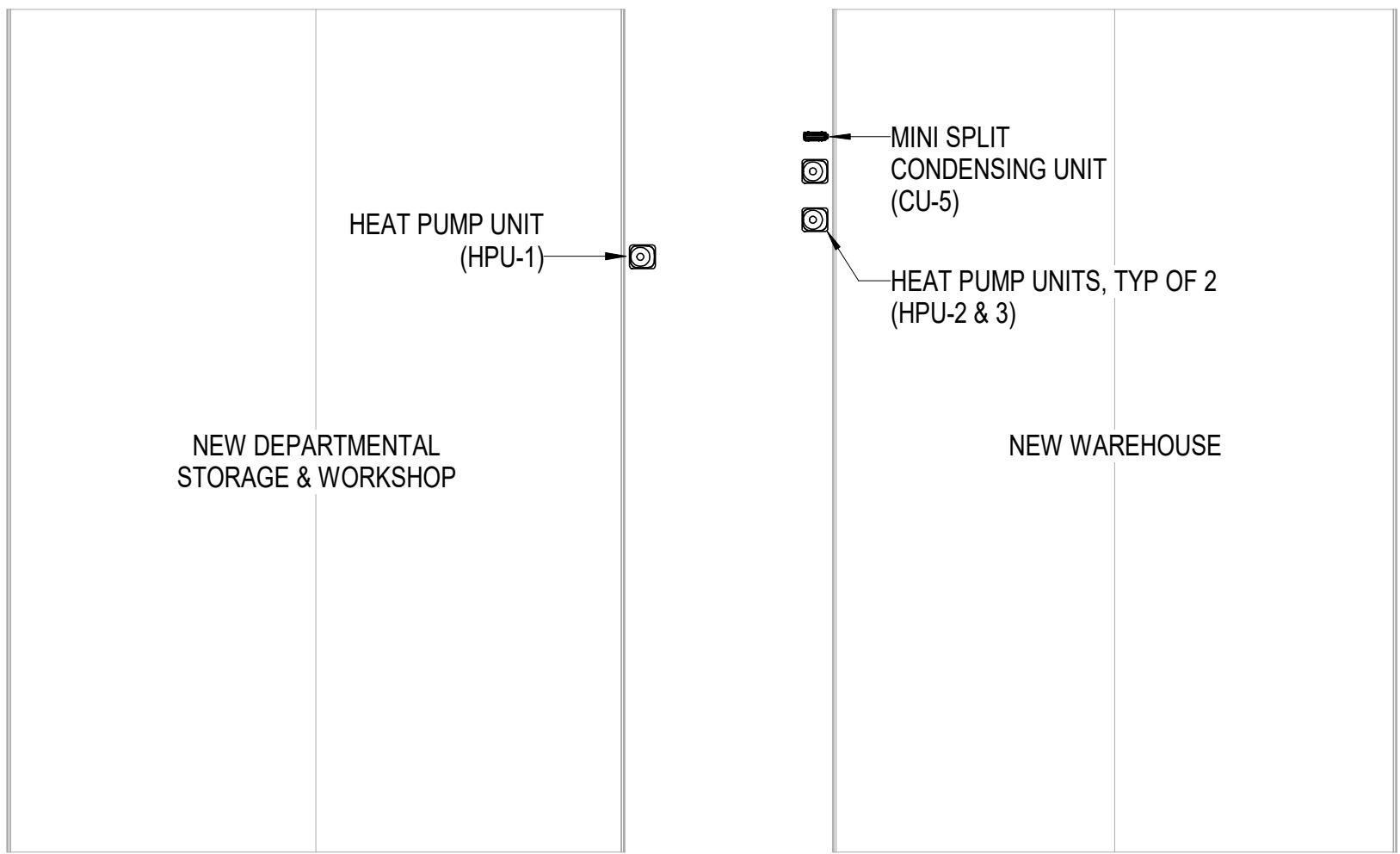
1" = 20'-0"



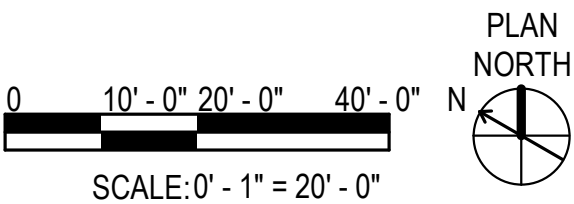
EXISTING TANK



EXISTING
GENERATOR
BUILDING



EXISTING
TRAINING BUILDING



SHEET NOTES

Michael Baker

INTERNATIONAL
11 N WATER ST SUITE 14290
MOBILE, AL 36602

DESTIN WATER USERS, INC.
218 MAIN ST
DESTIN, FL 32541

dell consulting
Florida License Number 28404
129 E. Government Street
Pensacola, FL 32502
P:850-332-5687 F:850-453-6612
Consultants



SEAL Joshua A. Higdon 95343

NO.	DATE	DESCRIPTION	REVISIONS

DESTIN WATER USERS (DWU) WWTP
14 INDUSTRIAL PARK LN
DESTIN, FL 32541
PROJECT 08-01-063

SITE PLAN

Project Number: 177946

Date: 5/28/2021

Scale: AS NOTED

Sheet # M-010

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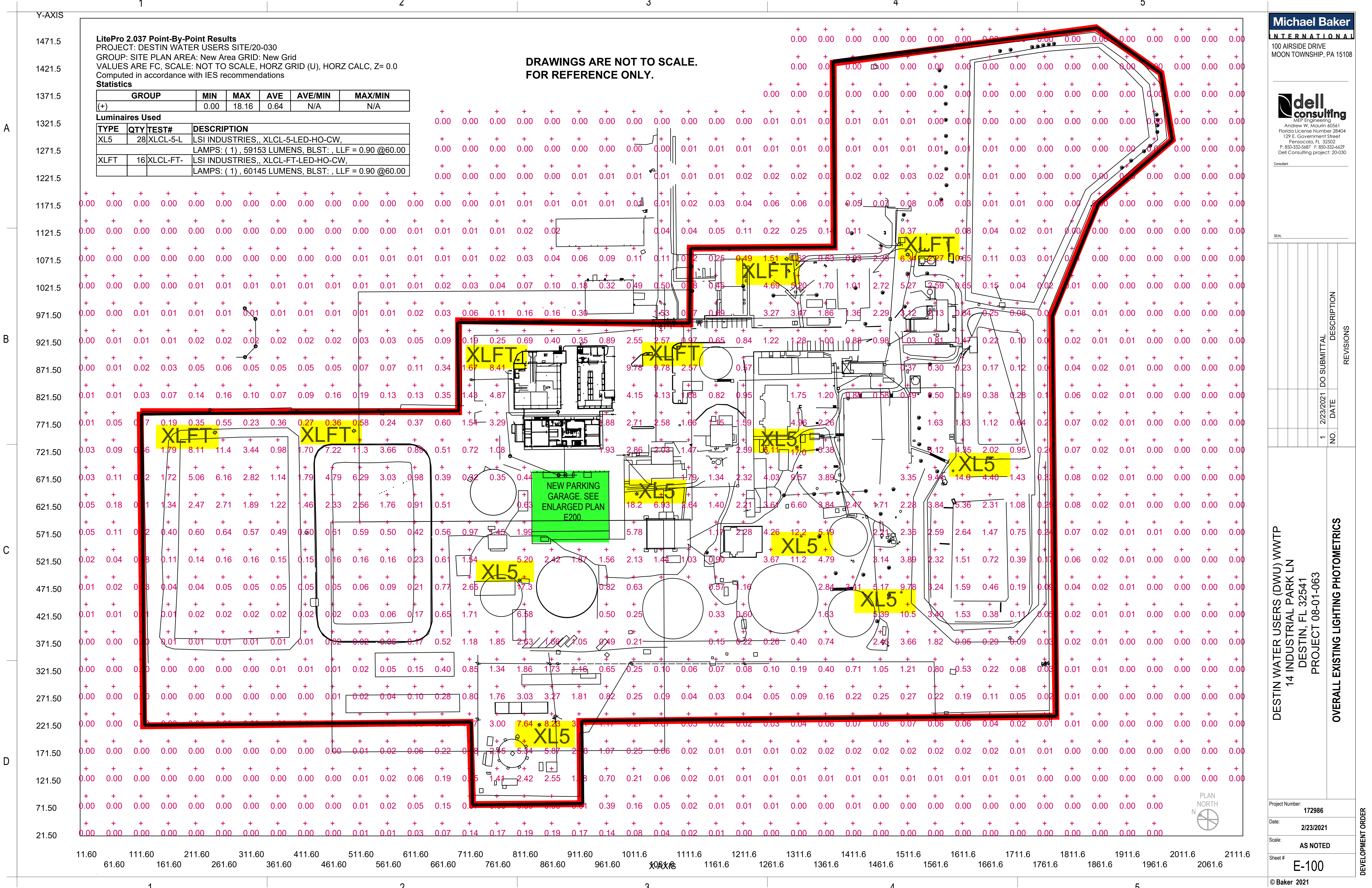
1

2

3

4

5



LitePro 2.037 Point-By-Point Results
PROJECT: DESTIN WATER USERS SITE/20-030
GROUP: SITE PLAN AREA: New Area GRID: New Grid
VALUES ARE FC, SCALE: NOT TO SCALE, HORZ GRID (U), HORZ CALC, Z= 0.0
Computed in accordance with IES recommendations

GROUP		MIN	MAX	AVE	AVE/MIN	MAX/MIN
(+)		0.00	18.16	0.64	N/A	N/A
Luminaires Used						
TYPE	QTY	TEST#	DESCRIPTION			
XL5	28	XLCL-5-L	LSI INDUSTRIES,, XLCL-5-LED-HO-CW, LAMPS: (1) , 59153 LUMENS, BLST: , LLF = 0.90 @60.00			
XLFT	16	XLCL-FT-	LSI INDUSTRIES,, XLCL-FT-LED-HO-CW, LAMPS: (1) , 60145 LUMENS, BLST: , LLF = 0.90 @60.00			

DRAWINGS ARE NOT TO SCALE.
FOR REFERENCE ONLY.

Michael Baker
INTERNATIONAL
100 AIRSIDE DRIVE
MOON TOWNSHIP, PA 15108

MEP Engineering
Andrew W. Mourin 60561
Florida License Number 28404
129 E. Government Street
Pensacola, FL 32502
P: 850-332-5687 F: 850-332-6629
Dell Consulting project: 20-030
Consultant

SEAL

REVISIONS		DESCRIPTION
NO.	DATE	DO SUBMITTAL
1	2/23/2021	

DESTIN WATER USERS (DWU) WWTP
14 INDUSTRIAL PARK LN
DESTIN, FL 32541
PROJECT 08-01-063

OVERALL EXISTING LIGHTING PHOTOMETRICS

Project Number: 172986
Date: 2/23/2021
Scale: AS NOTED
Sheet # E-100

DEVELOPMENT ORDER
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A

B

C

D

LitePro 2.037 Point-By-Point Results

PROJECT: DESTIN WATER USERS PARKING GARAGE/20-030 GROUP: PG AREA: PG GRID: New Grid
PREPARED BY: BLW
VALUES ARE FC, SCALE: NOT TO SCALE HORZ GRID (U), HORZ CALC, Z= 0.0

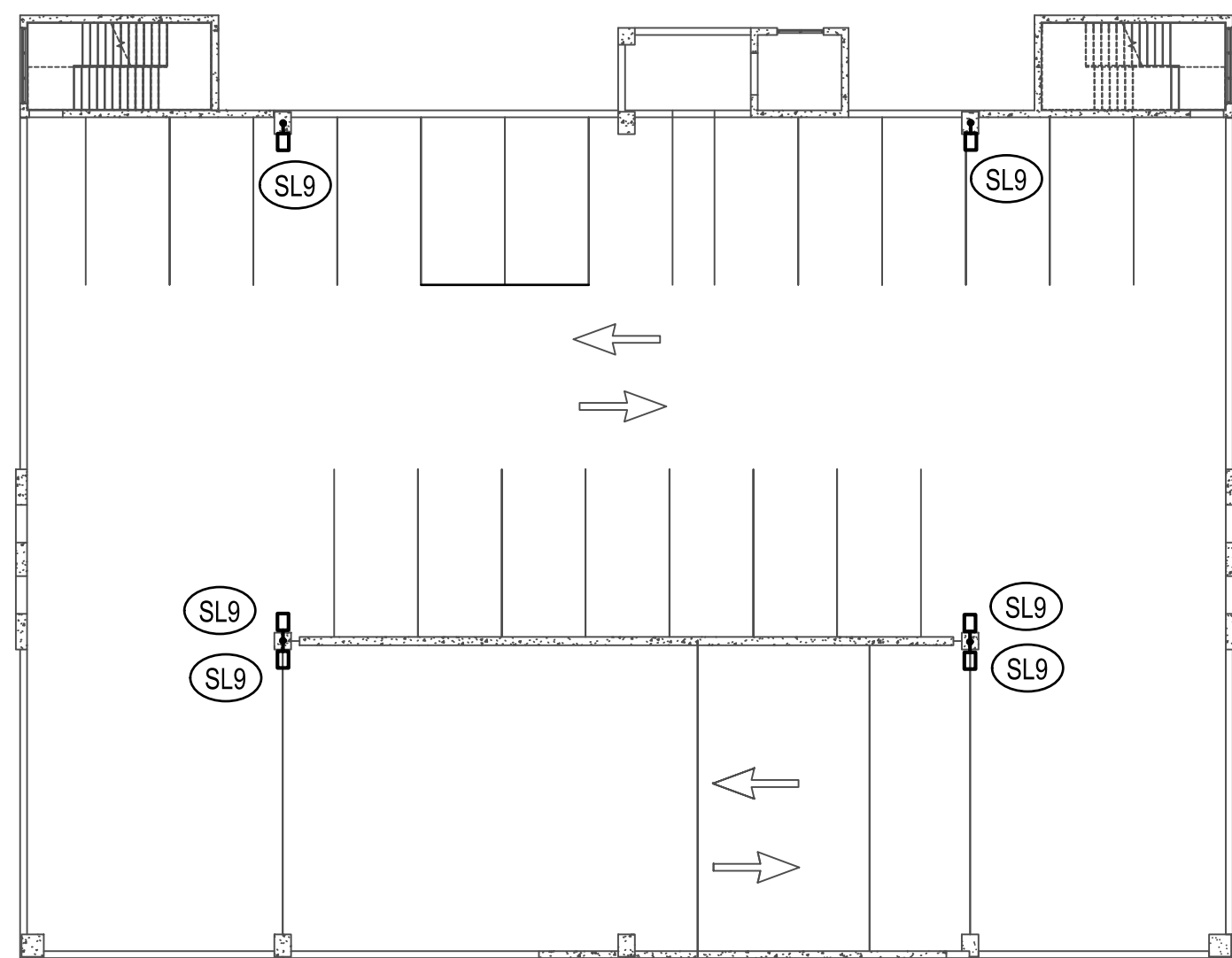
Computed in accordance with IES recommendations

Statistics

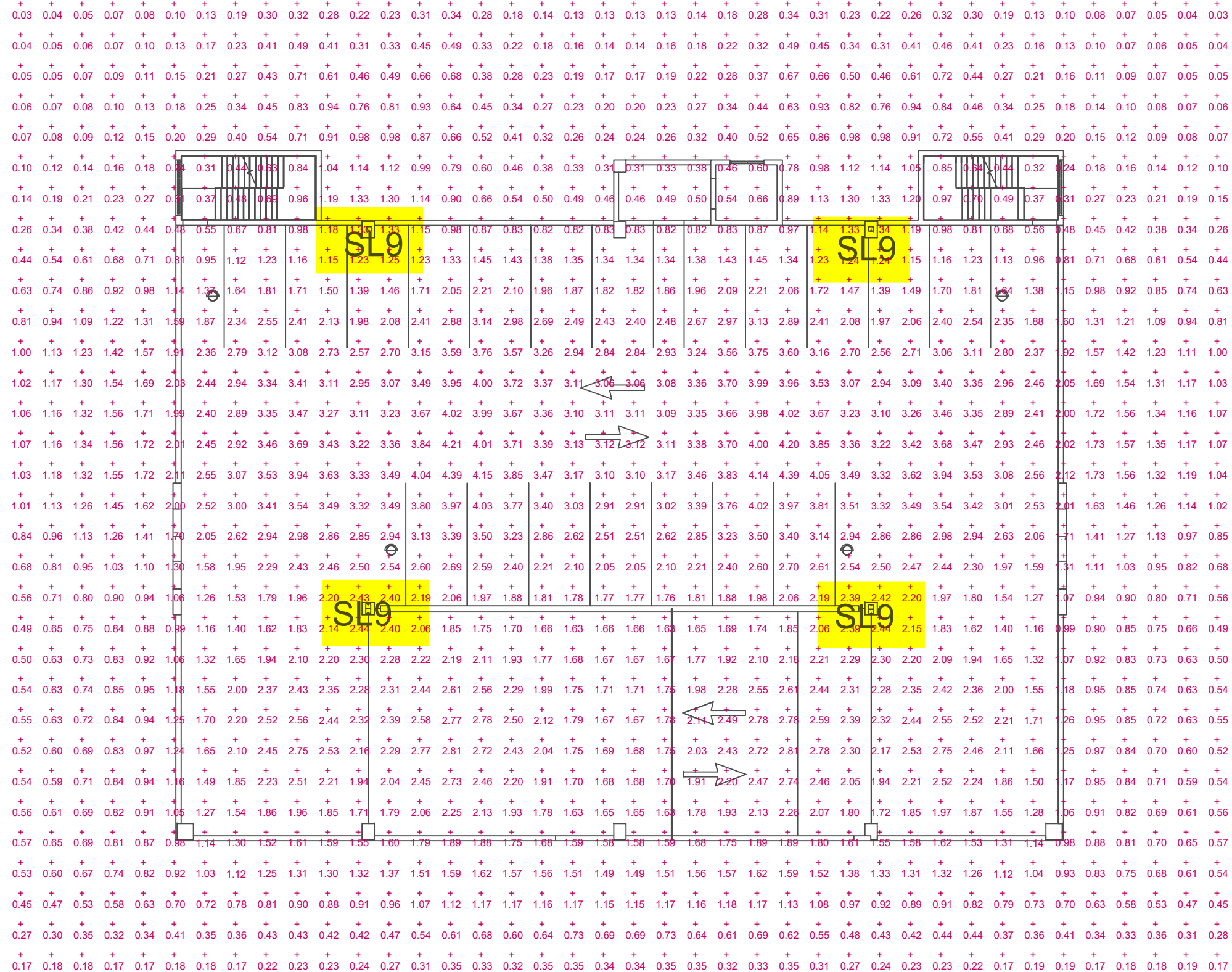
GROUP	MIN	MAX	AVE	AVE/MIN	MAX/MIN
(+)	0.00	4.39	0.63	239.29	1680.11

Luminaires Used

TYPE	QTY	TEST#	DESCRIPTION
SL9	6	SLM-LED-	LSI INDUSTRIES,, SLM-LED-09L-SIL-3-40-70CRI, LAMPS: (1) , 9565 LUMENS, BLST: , LLF = 0.90 @24.00'



1 PARKING GARAGE - 3RD FLOOR PHOTOMETRICS
SCALE: 1"=20'-0"



Michael Baker

INTERNATIONAL

100 AIRSIDE DRIVE
MOON TOWNSHIP, PA 15108



MEP Engineering
Andrew W. Maurin 60561
Florida License Number 28404
129 E. Government Street
Pensacola, FL 32502
P: 850-332-5687 F: 850-332-6629
Dell Consulting project: 20-030

Consultant

SEAL

NO.	DATE	DESCRIPTION	REVISIONS
1	2/23/2021	DO SUBMITTAL	

DESTIN WATER USERS (DWU) WWTP
14 INDUSTRIAL PARK LN
DESTIN, FL 32541
PROJECT 08-01-063

PARKING GARAGE - 3RD FLOOR PHOTOMETRICS

Project Number: 172986

Date: 2/23/2021

Scale: 1"=20'

Sheet # E-200

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DEVELOPMENT ORDER

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: September 7, 2021

TYPE OF AGENDA ITEM: Consent Agenda

AGENDA OUTLINE NUMBER: 6.A.

TO: City Council

THRU: Rey Bailey, City Clerk

FROM: Kim Montgomery, Deputy City Clerk

DATE: September 1, 2021

SUBJECT: NW FL Track Club, Inc. - Request for use of ROW for Rodeo Run

I. BACKGROUND: The Northwest Florida Track Club, Inc. is requesting use of city streets to hold the Annual Destin 5k Rodeo Run on Sunday, October 3, 2021. The Okaloosa County Sheriff's Office, Okaloosa County EMS, and the Destin Fire Control District have all been notified and have pledged their support for this request.

II. DISCUSSION:

A. Link to Strategic Goals / Objectives: Enhance Quality of Life. Enhance the City's Recreational Services.

B. Effect on Budget (EOB): The City of Destin shall not incur any expense or revenue as a result of this request.

C. Level of Service (LOS): There is no staff requirement for this request.

III. CONCLUSION: All related and required documentation has been submitted and approved for legal sufficiency by both the City Attorney and the Risk Manager. Staff recommends approval of this request.

IV. RECOMMENDED MOTION: I move for the approval of the Northwest Florida Track Club, Inc. request for use of city streets to hold their Annual Destin 5k Rodeo Run on Sunday, October 3, 2021.

Attachments:

1. NW FL Track Club's Request for use

ITEM # 2021-4011

of ROW for Annual Rodeo Run



CHECKLIST FOR USE OF PUBLIC FACILITIES OR PROPERTY:

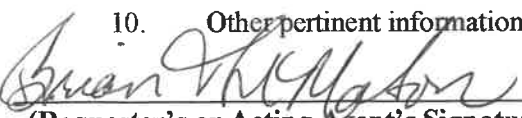
Name of Organization: Northwest Florida Track Club, Inc. (NWFTC)

Type of Event: Rodeo Run 5K (Running Event)

Date(s) of Event: Oct 3, 2021

Location of Event: Calhoun Ave. Cross St. Calhoun Ave. Clement Taylor Park

- 1.* Certificate of Insurance (Endorsement to the Policy & Acord is required.)
provided: Yes: X *This is required.*
Date on which provided: 7/29/21
- 2.* Hold Harmless (Signed Original) provided: Yes: X *This is required.*
Date on which provided: 7/29/21
- 3.** Permission granted from FDOT for use of State roadway (applicable only if
using and closing any portion of State Highway 98) Yes _____ No X
Date written permission granted: N/A
- 4.** Local law enforcement services requested: Yes X *This is required.*
Law enforcement officer contacted: Ken LaFoe
- 5.** Destin Fire Control District contacted: Yes X *This is required.*
Person contacted: Matt Taylor
- 6.** Okaloosa County Emergency Medical Services contacted:
Person contacted: Patrick Maddux Yes X *This is required*
7. Describe steps being taken to ensure removal of all directional arrows and signage,
as well as trash left on City streets upon conclusion of the event: The course will
be marked with a flour-type material that will wash off in the rain. The water stop
volunteers will pick up any trash left behind by the runners.
8. City Park Permit needed Yes X No _____ If yes, please contact Lisa Firth at
Destin Community Center @ 850-654-5184 to make arrangements to reserve the
park.
- 9.* Please provide map of race route(s).
10. Other pertinent information: Sunbiz.org Doc #N49948


(Requester's or Acting Agent's Signature)

* **Original Certificate of Insurance and signed Hold Harmless must be provided to the City of Destin to be presented to City Council prior to their approval of the event, as well as a map of the race route.**

** **Provide the City a written acknowledgement/concurrence from the agency.**



HOLD HARMLESS AGREEMENT

The Northwest Florida Track Club, Inc. agrees to indemnify and hold harmless the City of Destin from any and all liability, defense costs, including attorney fees and all other fees incidental to defense, loss or damage the City of Destin may suffer as a result of claims, demands, costs or judgments against it arising from the Rodeo Run 5K to be held on October 3, 2021.

In addition, the The Northwest Florida Track Club, Inc. agrees to provide the City of Destin a Certificate of Insurance naming the City as an Additional Insured reflecting general liability coverage of not less than \$1,000,000.00.

The Northwest Florida Track Club, Inc.
(Corporate Name)

Brian McMahon
Signature of President

Brian T. McMahon, President
Print name with President next to name

STATE OF FLORIDA
COUNTY OF OKALOOSA

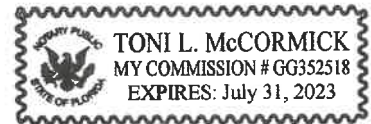
The foregoing instrument was acknowledged before me this 7th day of July 2021 by

Brian McMahon

Toni L. McCormick
Signature of Person Taking Acknowledgement

Toni L. McCormick
Printed name of Person Taking Acknowledgement

(Seal)



Personally known ☒ or has produced identification _____

Type of Identification produced _____

ATTACHED TO AND FORMING A PART OF POLICY NUMBER	ENDORSEMENT EFFECTIVE DATE (12:01 A.M. STANDARD TIME)	NAMED INSURED	AGENT NO.
KRO 86221-00	12/31/20	Road Runners Club of America and Its Member Clubs	

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSUREDS OWNERS AND/OR LESSORS OF PREMISES, SPONSORS OR CO-PROMOTERS

This insurance modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART LIQUOR LIABILITY COVERAGE PART

A. SECTION II—WHO IS AN INSURED is amended to include as an additional insured any person(s) or organization(s) of the types indicated by an "x" in any boxes shown below, but only with respect to liability for "bodily injury," "property damage" or "personal and advertising injury" caused, in whole, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

With respect to an additional insured owner and/or lessor of premises, this insurance does not apply to:

- a. An "occurrence" or offense which takes place while you are not a tenant in possession of the subject premises.
- b. "Bodily injury" or "property damage" arising out of:
 - (1) Structural alterations, new construction or demolition operations performed by or on behalf of the owner and/or lessor of premises;
 - (2) Any design defect or structural maintenance of the premises; or
 - (3) Any premises defect.

B. With respect to the insurance afforded to these additional insureds, the following is added to SECTION III—LIMITS OF INSURANCE:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations; whichever is less.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

06/30/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Insurance Management Group 12730 Coldwater Road Suite 103 Fort Wayne IN 46845	CONTACT NAME: Margaret Mayers PHONE (A/C, No, Ext): (260) 338-2925 FAX (A/C, No): (765) 664-0761 E-MAIL ADDRESS: mmayers@insmgt.com														
INSURED Road Runners Club of America/2021 and Its Member Clubs 1501 Lee Highway, Suite 140 Arlington VA 22209	<table><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A: National Casualty Company</td><td>11991</td></tr><tr><td>INSURER B: Nationwide Life Insurance Company</td><td>66869</td></tr><tr><td>INSURER C:</td><td></td></tr><tr><td>INSURER D:</td><td></td></tr><tr><td>INSURER E:</td><td></td></tr><tr><td>INSURER F:</td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: National Casualty Company	11991	INSURER B: Nationwide Life Insurance Company	66869	INSURER C:		INSURER D:		INSURER E:		INSURER F:	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A: National Casualty Company	11991														
INSURER B: Nationwide Life Insurance Company	66869														
INSURER C:															
INSURER D:															
INSURER E:															
INSURER F:															

COVERAGES**CERTIFICATE NUMBER:** 2021 \$2M A.I.**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ Legal Liability to Participant \$2,000,000 GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC ☒ OTHER: Per Event Basis			KRO0000008622100	12/31/2020	12/31/2021	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 5,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Abuse and Molestation \$ 500,000
A	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY			KRO0000008622100	12/31/2020	12/31/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED \$ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ Y/N N/A If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
B	Excess Medical & Accident (\$250 Deductible/Claim)			BAX0000031541900	12/31/2020	12/31/2021	Excess Medical \$10,000 AD & Specific Loss \$2,500

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER IS NAMED AS AN ADDITIONAL INSURED AS RESPECTS TO THEIR INTEREST IN THE OPERATIONS OF THE NAMED INSURED. DATE OF EVENT(S): 10/3/21 Rodeo Run 5K INSURED RRCA CLUB/EVENT MEMBER: Northwest Florida Track Club, Attn: Brian McMahon, PO Box 911, Shalimar, FL 32579
Processed by LB Attached: KRGL56

CERTIFICATE HOLDER**CANCELLATION**

10/03/21 City of Destin 4200 Indian Bayou Trail Destin FL 32541	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Jerry R. Diller</i>
---	---

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OLSO

From: Kenneth LaPee [mailto:klapee@sheriff-okaloosa.org]
Sent: Thursday, July 22, 2021 8:43 AM
To: Brian M.
Subject: RE: upcoming running event in Destin

Good Morning Sir,

A quick side note, you and I see one another often at your 5K's. You're usually rally busy organizing and I'm the guy near the back of the pack who's too winded to do more than wave! I appreciate al you and your organization do to promote fitness and support local charities. I won't see you at this one because I can't do Sunday races but will catch you at the next one.

I am the final approval from the Sheriff's office. I approve the event as stated. Feel free to provide my contact information to city and county officials when completing your event permit.

Best Regards,

Ken LaPee

Chief Deputy
Okaloosa County Sheriff's Office
Office: (850)609-4946



From: Brian M. <btexpress@cox.net>
Sent: Thursday, July 22, 2021 7:35 AM
To: Kenneth LaPee <klapee@sheriff-okaloosa.org>
Subject: RE: upcoming running event in Destin

Deputy Chief Lapee,

Would you review my request and approve a 5K Run in Destin?

I have Posse approval and support from Capts. Kirkpatrick and Watkins along with the "ok" from Capt. Howell.

Thanks.

Brian

From: terry601@aol.com [mailto:terry601@aol.com]
Sent: Tuesday, July 6, 2021 8:53 AM
To: btexpress@cox.net; jwatkins@sheriff-okaloosa.org; mark.natalie@cox.net
Subject: Re: upcoming running event in Destin

Brian, I will get this posted on the detail calendar.
I hope you are doing well.
Terry

In a message dated 7/6/2021 7:24:27 AM Central Standard Time, btexpress@cox.net writes:

Terry / Mark,

The Northwest Florida Track Club (NWFTC) is planning its annual Rodeo Run 5K to be held Sunday Oct 3, 2021 at 0800 hours.

As part of the permitting process, we need your support for traffic control.

The run will start and finish at Leonard Destin Park (the new one) on Calhoun Ave, run along Calhoun and Cross streets.

The roads will not be closed and all participants will be briefed to yield to emergency vehicles.

If you can support this, I will forward to Major Brown for his approval.

Please reply to this email with your approval or call me if you have any questions.

Brian McMahon
President, NWFTC
850-582-5273

D.F.C.

From: Matt Taylor [mailto:MTaylor@destinfire.com]
Sent: Monday, July 12, 2021 7:25 AM
To: Brian M.
Cc: James Taylor; Jeff Anderson; Mark Hutchinson
Subject: RE: Upcoming Running event in Destin

Brian,

Thank you for notifying the Destin Fire Control District of the Destin 5K Run on Oct 3, 2021 at 8am. The appropriate shift has been copied on this e-mail.

Please advise all participants to maintain an awareness for any responding emergency vehicle during all stages of the event and to immediately cede the right-of-way.

Have a great run and if you need any other assistance, please contact me.

This e-mail will serve as the Destin Fire Control District's acknowledgement of this event. Please forward it to the appropriate agencies.

*Matt Taylor, Fire Marshal
Destin Fire Control District
850-837-8413*

From: Brian M. <btexpress@cox.net>
Sent: Tuesday, July 6, 2021 7:19 AM
To: Matt Taylor <MTaylor@destinfire.com>
Subject: Upcoming Running event in Destin

Mr. Taylor,

The Northwest Florida Track Club (NWFTC) is planning its annual Rodeo Run 5K to be held Sunday Oct 3, 2021 at 0800 hours.

As part of the permitting process, we need your approval.

The run will start and finish at Leonard Destin Park on Calhoun Ave, run along Calhoun and Cross streets.

The roads will not be closed and all participants will be briefed to yield to emergency vehicles.

Please reply to this email with your approval or call me if you have any questions.

Brian McMahon
President, NWFTC
850-582-5273

EMS

From: Patrick Maddox [mailto:pmaddox@myokaloosa.com]
Sent: Monday, July 19, 2021 10:50 AM
To: 'Brian M.'
Cc: Angela Overy
Subject: RE: Upcoming running event in Destin

Brian,

Okaloosa County Public Safety has no immediate objections to your request.

Stay safe,

Patrick Maddox, LE CDR(R)
Director of Public Safety
Okaloosa County Board of County Commissioners
90 College Blvd E.
Niceville, Fl. 32578
(850) 651-7150
pmaddox@myokaloosa.com



From: Brian M. [mailto:btexpress@cox.net]
Sent: Tuesday, July 6, 2021 7:20 AM
To: Patrick Maddox
Subject: Upcoming running event in Destin

Mr. Maddox,

The Northwest Florida Track Club (NWFTC) is planning its annual Rodeo Run 5K to be held Sunday Oct 3, 2021 at 0800 hours. As part of the permitting process, we need your approval.

The run will start and finish at Leonard Destin Park on Calhoun Ave, run along Calhoun and Cross streets.

The roads will not be closed and all participants will be briefed to yield to emergency vehicles.

If we have an emergency, we will call 911.

Please reply to this email with your approval or call me if you have any questions.

Brian McMahon
President, NWFTC
850-582-5273

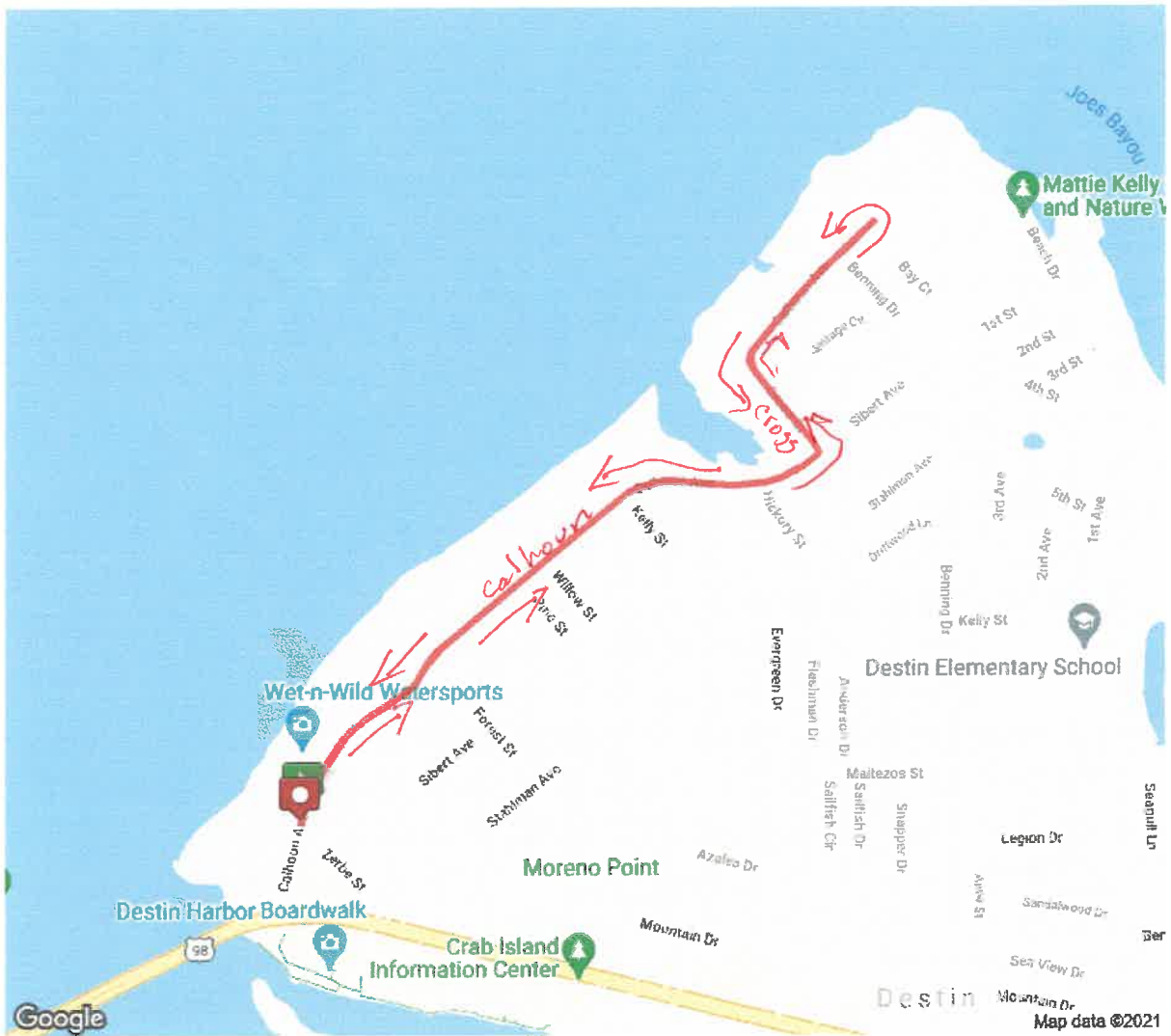
Rodeo Run

Distance: 3.10 mi

Elevation Gain: 37 ft

Elevation Max: 41 ft

Notes



Kim Montgomery

From: Nichole DeVito
Sent: Thursday, July 29, 2021 9:35 AM
To: Kim Montgomery; Kyle Bauman
Cc: Rey Bailey
Subject: RE: Pre-Approval for Rodeo Run 5K on Oct 3, 2021

Everything seems to be in order. I forwarded to Lisa to make sure that they got with her.

Nichole DeVito, MRHM/PHR
Human Resources Manager/Risk Manager
City of Destin
850.460.8546

From: Kim Montgomery <kmontgomery@cityofdestin.com>
Sent: Thursday, July 29, 2021 9:31 AM
To: Kyle Bauman <kbauman@asglegal.com>; Nichole DeVito <ndevito@cityofdestin.com>
Cc: Rey Bailey <rbailey@cityofdestin.com>
Subject: Pre-Approval for Rodeo Run 5K on Oct 3, 2021
Importance: High

Good morning Kyle & Nicole,

Been a while since we've had one of these requests to come through.

Please review for legal sufficiency and respond that you approve so I can place this request on the August 16th Council Agenda.

Thank you!

-Kim

Kimberly I. Montgomery | Deputy City Clerk
City of Destin | 4200 Indian Bayou Trail
Destin, FL 32541 | (P) 850.837.4242



Please visit our web site at www.cityofdestin.com/survey to complete a customer service survey. We appreciate your honest opinion and will take it into consideration to help us improve our services. Thank you for your feedback.

Under Florida law, e-mail addresses are public records. If you do not want your e-mail address released in response to a public records request, do not send electronic mail to this entity. Instead, contact this office by phone or in writing.
****Please be aware, the associated cost for public records is \$.15 per page for one-sided copies, \$.20 for two-sided copies, and \$21.00 per hour after the first 15-minutes; for time spent on research.****

Kim Montgomery

From: Kyle Bauman <kbauman@asglegal.com>
Sent: Wednesday, August 4, 2021 5:29 PM
To: Nichole DeVito; Kim Montgomery
Cc: Rey Bailey
Subject: RE: Pre-Approval for Rodeo Run 5K on Oct 3, 2021

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

This looks good to me.

Thanks,
Kyle

Kyle S. Bauman, Esq.

Anchors Smith Grimsley
a Professional Limited Company
Attorneys and Counselors at Law
909 Mar Walt Drive, Ste. 1014
Fort Walton Beach, Florida 32547
(850) 863-4064
(850) 862-1138 (fax)
kbauman@asglegal.com

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From: Nichole DeVito <ndevito@cityofdestin.com>
Sent: Thursday, July 29, 2021 9:35 AM
To: Kim Montgomery <kmontgomery@cityofdestin.com>; Kyle Bauman <kbauman@asglegal.com>
Cc: Rey Bailey <rbailey@cityofdestin.com>
Subject: RE: Pre-Approval for Rodeo Run 5K on Oct 3, 2021

Everything seems to be in order. I forwarded to Lisa to make sure that they got with her.

Nichole DeVito, MRHM/PHR
Human Resources Manager/Risk Manager
City of Destin
850.460.8546

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To: Kyle Bauman <kbauman@asglegal.com>; Nichole DeVito <ndevito@cityofdestin.com>
Cc: Rey Bailey <rbailey@cityofdestin.com>
Subject: Pre-Approval for Rodeo Run 5K on Oct 3, 2021
Importance: High

Good morning Kyle & Nicole,

Been a while since we've had one of these requests to come through.

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Thank you!
-Kim

Kimberly I. Montgomery | Deputy City Clerk
City of Destin | 4200 Indian Bayou Trail
Destin, FL 32541 | (P) 850.837.4242



Please visit our web site at www.cityofdestin.com/survey to complete a customer service survey. We appreciate your honest opinion and will take it into consideration to help us improve our services. Thank you for your feedback.

Under Florida law, e-mail addresses are public records. If you do not want your e-mail address released in response to a public records request, do not send electronic mail to this entity. Instead, contact this office by phone or in writing.
****Please be aware, the associated cost for public records is \$15 per page for one-sided copies, \$20 for two-sided copies, and \$21.00 per hour after the first 15-minutes; for time spent on research.****

"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



AGENDA ITEM

COUNCIL MEETING DATE: September 7, 2021**TYPE OF AGENDA ITEM:** Consent Agenda**AGENDA OUTLINE NUMBER:** 6.B.**TO:** City Council**THRU:** Lance Johnson, City Manager
Webb Warren, Deputy City Manager
Krystal Strickland, Finance Director**FROM:** Michael Burgess, Public Services Director**DATE:** 08/09/2021**SUBJECT:** Miscellaneous Asphaltic Services Contract, authorization to renew contract, proposed price adjustments

I. BACKGROUND: The Public Works Department has limited manpower and is not equipped to perform asphalt services. For these services, it is necessary to outsource the work to vendors who have the equipment, expertise and manpower. H & T Contractors, LLC has satisfactorily provided these services under the current miscellaneous asphalt continuing services contract which was effective December 20, 2017, included as ATT2.

II. DISCUSSION: The signing of this contract extension (included as ATT1) by the City in no way guarantees the City will, nor obligates the City to, expend its funds. It merely authorizes the City to utilize the contractor if funds are allocated by Council. It has been suggested that the City's Continuing Services contracts be renewed for fifteen months during this cycle so that our contract year would not coincide with our fiscal year. This request provides a fifteen-month extension in order to have the contract sunset on December 31, 2022. The original contract from FY18 has been included as ATT2.

This represents the 4th of 4 possible extensions.

A. Link to Strategic Goals / Objectives: Strategic Goals 2026:

6. Effective, efficient, and aesthetically pleasing infrastructure

B. Effect on Budget (EOB): H&T Contractors Inc. has requested an adjustment of the existing contract's "Appendix A" to reflect changes in the labor market and the increased cost of materials. These proposed changes have been included in the contract extension. The current and proposed unit prices are included as ATT3.

By far the majority of asphaltic services is for milling and resurfacing city streets and

parking areas. In accordance with our Procurement Policy, any work orders for more than \$15,000 will be brought forth for Council review and approval before encumbering and granting a notice to proceed.

FY2022 potential ASPHALT and RESTRIPIING projects		
Project Name	ORG-PROJ	Estimated Total Project Cost
Resurface Paid Parking	12254500-RR054	\$ 96,000
Renew/Replace Roads	30054131-RR054	\$ 440,000
Renew/Replace Roads	30058585-RR054	\$ 482,000
Sibert-Zerbe Parking Lot Consolidation	31554132-TR619	\$ 150,000
Norriego Point Road	31554132-NORG1	\$ 350,000
		\$ 1,518,000
FY 2022 Funding Sources		
Parking Fund	12254500	96,000
Gas Tax #1	30054131	\$ 440,000
General Fund RR	30058585	\$ 482,000
Road Impact Fees	31554132	\$ 500,000
		\$ 1,518,000

	12254500 Parking Fund	30054131 Gas Tax #1	30058585 GF RR	31554132 Road Impact Fees	FY2022 BUDGET
565000-RR054	\$ 96,000	\$ 440,000	\$ 482,000	\$ -	\$ 1,018,000
CIP-Roads and Parking Lots					
565000-TR619	-	-	-	150,000	150,000
CIP-Sibert-Zerbe Parking Lot					
565000-NORG1	-	-	-	350,000	350,000
CIP-Norriego Point Road					
FY22 Tentative Budget	96,000	440,000	482,000	500,000	1,518,000
Internal Transfer	-	-	-	-	-
Previous Expenses/Encumbrances	-	-	-	-	-
Available Program Budget	96,000	440,000	482,000	500,000	1,518,000
This Agreement +(-)	-	-	-	-	-
FY22 Remaining Program Budget	\$ 96,000	\$ 440,000	\$ 482,000	\$ 500,000	\$ 1,518,000

C. Level of Service (LOS): Improved driving services

III. CONCLUSION: This action allows for the fourth (and final) of four possible contract extensions for the City's current miscellaneous asphalt services provider. An RFB for these services will be advertised in the Fall of 2022.

IV. RECOMMENDED MOTION: I move to approve the contract extension, for H&T Contractors, LLC, for miscellaneous asphalt services for fifteen months from October 1, 2021 to December 31, 2022 and authorize the City Manager to execute the contract extension on behalf of the City.

Attachments:

1. ATT1: H&T Contractors LLC FY22 Contract Extension
2. ATT2: H&T Original Contract from FY2018
3. ATT3: Appendix "A" -- H&T Proposed Price Adjustments FY22

CONTRACT EXTENSION AGREEMENT

This agreement dated the First day of October 2021 is between the City of Destin, Florida (“City”), a Florida municipal corporation, of 4200 Indian Bayou Trail, Destin, Florida, 32541 and H&T Contractors, LLC (“Contractor”). The purpose of this agreement is to extend for fifteen months a contract for services dated December 7, 2017 between the City of Destin and H&T Contractors, LLC to provide miscellaneous asphaltic services for the City. Appendix “A” has been revised for this extension and is attached.

This is the **4th of 4** possible contract extensions.

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

Jury Trial Waiver:

CONTRACTOR AND CITY AGREE TO WAIVE THEIR RIGHTS TO A TRIAL BY JURY REGARDING ANY LAWSUIT INVOLVING THE INTERPRATION, CONSTRUCTION, ENFORCEMENT, OR GOVERNANCE OF THIS CONTRACT, AND FOR ANY LAWSUIT RELATED IN ANY WAY TO THIS CONTRACT OR FOR THE WORK PERFORMED PURSUANT TO THIS CONTRACT.

Public Records:

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

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

- Keep and maintain public records that ordinarily and necessarily would be required by the City of Destin in order to perform the service.
- Shall immediately provide the City Clerk for the City with any documents requested by the Clerk in response to a public records request.
- Provide the public with access to public records on the same terms and conditions that the City of Destin would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or as otherwise provided by law.
- Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.

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

- Meet all requirements for retaining public records and transfer, at no cost, to the City of Destin all public records in possession of the Contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the City of Destin in a format that is compatible with the information technology systems of the City of Destin.

It is expressly agreed by the parties that this contract is an extension to the Contract dated December 7, 2017 and the original is made a part hereof as though expressly rewritten, incorporated, and included herein.

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

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

Witnesses:

(Signature)

(Signature)

CITY OF DESTIN

By: _____
Lance A. Johnson
City Manager

ATTEST: _____
Rey Bailey
City Clerk

Witnesses:

(Signature)

(Signature)

H&T Contractors, LLC

By: _____
(Signature)

(Name & Title)
ATTEST:

(Signature)

(Name & Title)

CITY OF DESTIN, FLORIDA

CONTRACT

MISCELLANEOUS ASPHALTIC CONCRETE CONTINUING SERVICES CONTRACT

On December 7, 2017 THE CITY COUNCIL OF THE CITY OF DESTIN, FLORIDA, herein referred to as the **City**, accepted the bid of H&T Contractors, LLC., herein referred to as the **Contractor**, to supply miscellaneous asphaltic concrete services for City properties. The Contractor's Cost Schedule for the terms of their engagement is included in their entirety by reference at Exhibit "A" and as completely as if incorporated herein.

TERMS AND CONDITIONS OF CONTRACT FOR THE MISCELLANEOUS ASPHALTIC CONCRETE CONTINUING SERVICES CONTRACT:

1. Entire Contract:

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

2. Intent of Contract:

This Contract is for supplying the City with all applicable concrete work for City properties. The Scope of Work, herein referred to as the **Work**, encompasses the foregoing and all descriptive work components described within Exhibit "A".

3. Term of Contract and Time Extensions:

This contract will be in effect from October 1, 2017 through September 30, 2018 and is for supplying the City with miscellaneous asphaltic concrete services.

4. Time for Performance:

The Contractor agrees to provide asphaltic concrete services for the satisfactory approval and acceptance by the City.

5. Compensation:

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

6. Changes in the Work:

The City shall have the right at any time during the progress of the Work to increase or decrease the Work. Promptly after having been notified of a change, the Contractor shall submit an itemized estimate of any costs and/or time increases or savings it foresees as a result of the change. No additions or changes to the Work shall be made except upon written order of the City and the City shall not be liable to Contractor for any increased compensation without such written order.

7. Insurance:

Contractor shall, during the performance of the contract, maintain Worker's Compensation Insurance sufficient to secure benefits of the Florida Workmen's Compensation Law for all employees and any of the work sublet to any vendor or subcontractor, Comprehensive General Liability Insurance, Auto Liability

Insurance, Builder's Risk Insurance, all with companies and in the form and amounts acceptable to the City. Said certificates of insurance of contractor are attached hereto and made a part hereof by reference. If any part of the work is sublet, similar insurance shall be provided by and in behalf of any subcontractors.

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

8. Indemnification:

Contractor shall indemnify, defend, save, and hold the City, its agents, officers and employees, harmless of and from any losses, fines, penalties, costs, damages, claims, demands, suits, and liabilities of any nature, including reasonable attorney's fees (including regulatory and appellate fees), arising out of, because of, or due to any accidents arising in any manner on account of the exercise or attempted exercise of Contractor's rights hereunder whether the same regards person or property of any nature whatsoever, regardless of the apportionment of negligence, unless due to the sole negligence of the City.

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

9. Licensing:

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

10. Cancellation:

This contract may be canceled by either party with a thirty day written notice and is contingent upon the annual appropriation by the City of legally available funds. City's obligation to pay the amount due hereunder in any fiscal year is contingent upon the appropriation by the City Council of legally available funds for the purposes set forth in this contract.

11. Performance of Work/Responsibilities:

For each task, the Contractor will be issued a work order by the City's Public Services Director or designee. The Public Services Director or designee will issue verbal work orders only in emergency situations. The Contractor shall commence work in a reasonable length of time and shall complete the work in an expeditious manner. In emergency situations, the Contractor shall endeavor to commence work immediately. All work shall be done under the supervision of the City's Public Services Director or designated representative. The performance of Work and responsibilities hereto are outlined and made a part hereof as identified in Exhibit "A".

12. Termination for Default:

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

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

Upon Contract termination for the Contractor's failure to provide satisfactory contract performance, the Contractor will be entitled to receive compensation for Contract services satisfactorily performed by the Contractor and allocable to the Contract and accepted by the City Manager or his designee prior to such termination. However, an amount equal to all additional costs required to be expended by the City to complete the Work covered by the Contract, including costs of delay in completing the project, shall be either subtracted from any amount due or amount charged to the Contractor in the event the City Manager terminates the Contract.

Except as otherwise directed by the City Manager, or in the case of termination for default (in which event the Contractor may be entitled to cure, at the option of the City Manager), the Contractor shall stop work on the date of receipt of the notice or other date specified in the notice, place no further orders or subcontract for materials, services, or facilities except as are necessary for the completion of such portion of the work not terminated, and terminate all contractor and subcontracts and settle all outstanding liabilities and claims. *In the event that any termination for default shall be found to be improper or invalid by any court of competent jurisdiction, then such termination shall be deemed to have been a termination for convenience.*

13. Termination for Convenience:

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

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

14. Disclosure:

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

15. Miscellaneous:

15.1 Governing Law

The parties intend that this Contract and the relationship of the parties shall be governed by the laws of the State of Florida. Venue for any action arising out of this contract shall be in Okaloosa County Florida and no where else.

15.2 Severability

If any section, subsection, term or provision of this Contract or the application thereof to any party or

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

15.3 Sovereign Immunity

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

15.4 Construction

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

15.5 Jury Trial Waiver

CONTRACTOR AND CITY AGREE TO WAIVE THEIR RIGHTS TO A TRIAL BY JURY REGARDING ANY LAWSUIT INVOLVING THE INTERPRATION, CONSTRUCTION, ENFORCEMENT, OR GOVERNANCE OF THIS CONTRACT, AND FOR ANY LAWSUIT RELATED IN ANY WAY TO THIS CONTRACT OR FOR THE WORK PERFORMED PURSUANT TO THIS CONTRACT.

15.6 Attorney's Fees

In any dispute relating to this contract each party shall be responsible for their respective attorney's fees and costs.

15.7 Notices

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

15.8 Public Records

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

- a) Keep and maintain public records that ordinarily and necessarily would be required by the City of Destin in order to perform the service.
- b) Provide the public with access to public records on the same terms and conditions that the City of Destin would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or as otherwise provided by law.
- c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
- d) Meet all requirements for retaining public records and transfer, at no cost, to the City of Destin all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the City of Destin in a format that is compatible with the information technology systems of the City of Destin.

As to the City:

Carisse LeJeune
4200 Indian Bayou Trail
Destin, Florida 32541

As to the Contractor:

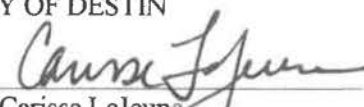
H&T Contractors, , LLC
376 Ben King Road
Freeport, FL 32439

IN WITNESS WHEREOF, the City hereunto caused these presents to be subscribed and the Contractor has affixed their name and seal, this the 20th day of December, 2017.

ATTEST:

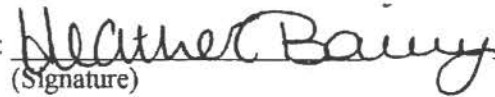

Rey Bailey
City Clerk

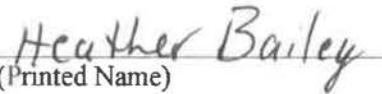
CITY OF DESTIN

By: 
Carisse LeJeune
City Manager

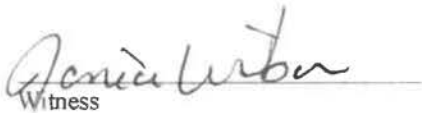
SEAL

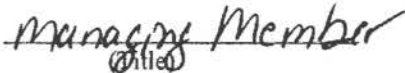
H&T Contractors, LLC
CONTRACTOR:

By: 
(Signature)


(Printed Name)


Witness


Witness

Its: 
(Title)

CITY OF DESTIN, FLORIDA
REQUEST FOR BIDS (RFB) NO. 18-01-PS
MISCELLANEOUS ASPHALTIC CONCRETE CONTINUING SERVICES CONTRACT



City of Destin, Florida
August 2017

A handwritten signature in black ink, appearing to read "Carisse LeJuene", is written over a horizontal line.

Carisse LeJuene
City Manager
Phone (850) 837-4242
Facsimile (850) 837-3267
4200 Indian Bayou Trail
Destin, Florida 32541

CITY OF DESTIN, FLORIDA
REQUEST FOR BIDS RFB No. 18-01-PS,
MISCELLANEOUS ASPHALTIC CONCRETE CONTINUING SERVICES CONTRACT
BID FORM

PART I Bid submitted by:

Company: H&T Contractors, L.L.C.

Address: 376 Ben King Road

City & State: Freeport, Florida Zip Code: 32439

Telephone: () 850-835-0231 Fax: () 850-835-5123 E-Mail jerry@h-tcontractors.com

Number of Years in Business: 9.5 years, since April 15, 2008

PART II Bidding RFB No. 18-01-PS, Miscellaneous Asphaltic Concrete Continuing Services Contract, as follows:

Contractor shall provide proper signs and traffic control measures as per Florida Department of Transportation's Manual on Traffic Control and Safe Practices for Streets and Highway Constructions, Maintenance and Utility Operations, current edition. All construction, methods of measurement, and basis of payment shall be in accordance with Division II and III of the Florida Department of Transportation Standard Specifications for Road and Bridge Construction, current edition, copies of which are available from the Florida Department of Transportation.

1. Contractor must be FDOT MOT certified.
2. Contractor must be properly licensed by the state to perform underground utility and excavation work.

Item No.	Description SEE ATTACHED AMENDED SOV	Unit	Unit Price
1	2" Type SP - 12.5 Asphalt Concrete Superpave (Coarse)	SY	
2	1 ½" Type SP - 12.5 Asphalt Concrete Superpave (Fine)	SY	
3	1" Type SP - 9.5 Asphalt Concrete Overlay (Fine)	SY	
4	Milling of existing asphalt (average 1 in depth)	SY	
5	Milling of existing asphalt (average 2 in depth)	SY	
6	8" Graded Aggregate Base, delivered and compacted (LBR 100 compacted to 98% modified proctor density per AASHTO T-180)	SY	
7	6" Graded Aggregate Base, delivered and compacted (LBR 100 compacted to 98% modified proctor density per AASHTO T-180)	SY	
8	4" Graded Aggregate Base, delivered and compacted (LBR 100 compacted to 98% modified proctor density per AASHTO T-180)	SY	
9	Stabilized Subbase (12") (LBR 40 compacted to 98% modified proctor density per AASHTOT-180)	SY	
10	Stabilized Subbase (6") (LBR 40 compacted to 98% modified proctor density per AASHTOT-180)	SY	
11	Prime Coat	SY	
12	Tack Coat	SY	
13	Asphalt Cut with Abrasive Blade	LF	

14	Concrete Cut with Abrasive Blade	LF	
15	Silt Fence	LF	
16	Straw Waddle	LF	
17	Manhole Adjustment	EACH	
18	Valve Box Adjustment	EACH	
19	Removal of Concrete over 6 inches	SY	
20	Removal of Asphalt up to 4 inches thick	SY	
21	Removal of Asphalt over 4 inches	SY	
22	Fill Dirt provided, delivered, spread and compacted on grade	CY	
23	Clear & Grub	SY	
24	Debris Hauling	CY	
25	Tree trimming	HR	
26	Aluminum Pipe Guiderail (FDOT Index 870)	LF	
27	Guardrail (FDOT Index 400)	LF	
28	Mobilization	LUMP	
29	12" inch RCP provided, delivered, and installed	LF	
30	15" inch RCP provided, delivered, and installed	LF	
31	18" inch RCP provided, delivered, and installed	LF	
32	24" inch RCP provided, delivered, and installed	LF	
33	30" inch RCP provided, delivered, and installed	LF	
34	36" inch RCP provided, delivered, and installed	LF	
35	42" inch RCP provided, delivered, and installed	LF	
36	48" inch RCP provided, delivered, and installed	LF	
37	12" inch ADS Culvert Pipe provided, delivered, and installed	LF	
38	15" inch ADS Culvert Pipe provided, delivered, and installed	LF	
39	18" inch ADS Culvert Pipe provided, delivered, and installed	LF	
40	24" inch ADS Culvert Pipe provided, delivered, and installed	LF	
41	30" inch ADS Culvert Pipe provided, delivered, and installed	LF	
42	36" inch ADS Culvert Pipe provided, delivered, and installed	LF	
43	42" inch ADS Culvert Pipe provided, delivered, and installed	LF	
44	48" inch ADS Culvert Pipe provided, delivered, and installed	LF	
45	Concrete Headwall or Drainage Structure	CY	
46	Mitered end section – medium 12 inches to 15 inches	EACH	
47	Mitered end section – large 18 inches to 24 inches	EACH	
48	Concrete flume (4 in thick)	SY	
49	Inlet Apron (4 in thick)	SY	
50	Raise existing inlet (assume 3 in adjustment)	EACH	
51	Lower existing inlet (assume 3 in adjustment)	EACH	
52	6 in Diameter Yard Inlet, installed, maximum 2 in depth	EACH	
53	Excavation and Haul Off	CY	
54	Well Points	DAY	
55	Grout (joint)	EACH	

56	Compaction of Subgrade, Soil, and Backfill (Up to 6" Thick)	SY	
57	Swale Installation (grading)	CY	
58	Concrete Collar (any size)	EACH	
59	Rip Rap Rubble (up to 12" stone, 18" thick)	SY	
60	Rip Rap Rubble (up to 24" stone, 36" thick)	SY	
61	6 inch Drain pipe	LF	
62	Type "C" inlet installed (maximum depth 6 ft)	EACH	
63	Concrete Driveway 6 inches thick-fiber reinforced	SY	
64	Concrete Sidewalk - 4 inches thick installed	SY	
65	Concrete Flat/Ribbon Curb fiber reinforced (12" wide by 8" deep)	LF	
66	Concrete Type "D" Curb fiber reinforced	LF	
67	Concrete Type "E" Curb & Gutter fiber reinforced	LF	
68	Concrete Type "F" Curb & Gutter fiber reinforced	LF	
69	Concrete Modified (18") Type "F" Curb & Gutter fiber reinforced	LF	
70	American Disabilities Act (ADA) truncated dome mat installation	SF	
71	Traffic Control (MOT) cost	DAY	
72	Bermuda Sod installed	SY	
73	St Augustine Sod installed	SY	
74	Centipede Sod installed	SY	
75	Irrigation Repair	HR	

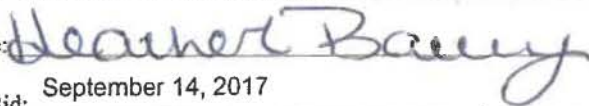
To ensure responsiveness, you must submit this form and the mandatory information listed in Sections III and IV.

PART III Certifications:

In accordance with your request for Bids, instructions and specifications, attached hereto, and subject to all conditions thereof, I(we), the undersigned, hereby propose and agree if this Bid is accepted, to contract with the City of Destin, Florida to construct any items or furnish any service requested herein and deliver same without additional cost to the City of Destin at the specified location for the quotations listed above.

The undersigned further declares that he/she has carefully examined the specifications referenced on this Bid Form and is thoroughly familiar with them and their provision(s). He further declares that no other person than the Bidder herein named has any interest in this Bid or in the contract to be executed, and that it is made without any connection with any other person(s) making Bid for the same articles, and it is in all respects fair and without collusion and fraud.

Signature and Certification:

Name and Title of Authorized Representative: Heather Bailey, Managing Member
 Signature:  (Print or Type)
 Date of Bid: September 14, 2017

Note: See RFB Section III, Bid Requirements, and attach all required information to Bid form.

Item No.	Description	Unit	Unit Price
1	2" Type SP – 12.5 Asphalt Concrete Superpave (Coarse)	SY	9.50
2	1 ½" Type SP – 12.5 Asphalt Concrete Superpave (Fine)	SY	8.50
3	1" Type SP - 9.5 Asphalt Concrete Overlay (Fine)	SY	7.00
4	Milling of existing asphalt (average 1 in depth)	SY	3.00
5	Milling of existing asphalt (average 2 in depth)	SY	4.00
6	8" Graded Aggregate Base, delivered and compacted (LBR 100 compacted to 98% modified proctor density per AASHTO T-180)	SY	9.50
7	6" Graded Aggregate Base, delivered and compacted (LBR 100 compacted to 98% modified proctor density per AASHTO T-180)	SY	8.50
8	4" Graded Aggregate Base, delivered and compacted (LBR 100 compacted to 98% modified proctor density per AASHTO T-180)	SY	7.00
9	Stabilized Subbase (12") (LBR 40 compacted to 98% modified proctor density per AASHTOT-180)	SY	3.50
10	Stabilized Subbase (6") (LBR 40 compacted to 98% modified proctor density per AASHTOT-180)	SY	3.00
11	Prime Coat	SY	.75
12	Tack Coat	SY	.75
13	Asphalt Cut with Abrasive Blade	LF	4.00
14	Concrete Cut with Abrasive Blade	LF	4.00
15	Silt Fence	LF	2.00
16	Straw Waddle	LF	3.00
17	Manhole Adjustment	EACH	400.00
18	Valve Box Adjustment	EACH	150.00
19	Removal of Concrete over 6 inches	SY	7.50
20	Removal of Asphalt up to 4 inches thick	SY	6.00
21	Removal of Asphalt over 4 inches	SY	6.00
22	Fill Dirt provided, delivered, spread and compacted on grade	CY	12.00
23	Clear & Grub	SY	.22
24	Debris Hauling	CY	12.00
25	Tree trimming	HR	150.00
26	Aluminum Pipe Guiderail (FDOT Index 870)	LF	150.00
27	Guardrail (FDOT Index 400)	LF	125.00
28	Mobilization	LUMP	2,500.00
29	12" inch RCP provided, delivered, and installed	LF	28.00
30	15" inch RCP provided, delivered, and installed	LF	29.00
31	18" inch RCP provided, delivered, and installed	LF	34.00
32	24" inch RCP provided, delivered, and installed	LF	42.00
33	30" inch RCP provided, delivered, and installed	LF	55.00
34	36" inch RCP provided, delivered, and installed	LF	65.00
35	42" inch RCP provided, delivered, and installed	LF	90.00
36	48" inch RCP provided, delivered, and installed	LF	120.00
37	12" inch ADS Culvert Pipe provided, delivered, and installed	LF	20.00
38	15" inch ADS Culvert Pipe provided, delivered, and installed	LF	22.00
39	18" inch ADS Culvert Pipe provided, delivered, and installed	LF	25.00
40	24" inch ADS Culvert Pipe provided, delivered, and installed	LF	30.00
41	30" inch ADS Culvert Pipe provided, delivered, and installed	LF	38.00
42	36" inch ADS Culvert Pipe provided, delivered, and installed	LF	47.00
43	42" inch ADS Culvert Pipe provided, delivered, and installed	LF	85.00
44	48" inch ADS Culvert Pipe provided, delivered, and installed	LF	95.00

45	Concrete Headwall or Drainage Structure	CY	600.00
46	Mitered end section – medium 12 inches to 15 inches	EACH	800.00
47	Mitered end section – large 18 inches to 24 inches	EACH	4,000.00
48	Concrete flume (4 in thick)	SY	48.00
49	Inlet Apron (4 in thick)	SY	48.00
50	Raise existing inlet (assume 3 in adjustment)	EACH	1,000.00
51	Lower existing inlet (assume 3 in adjustment)	EACH	800.00
52	6 in Diameter Yard Inlet, installed, maximum 2 in depth	EACH	600.00
53	Excavation and Haul Off	CY	8.00
54	Well Points	DAY	3,500.00
55	Grout (joint)	EACH	500.00
56	Compaction of Subgrade, Soil, and Backfill (Up to 6" Thick)	SY	8.00
57	Swale Installation (grading)	CY	10.00
58	Concrete Collar (any size)	EACH	400.00
59	Rip Rap Rubble (up to 12" stone, 18" thick)	SY	200.00
60	Rip Rap Rubble (up to 24" stone, 36" thick)	SY	400.00
61	6 inch Drain pipe	LF	15.00
62	Type "C" inlet installed (maximum depth 6 ft)	EACH	2,500.00
63	Concrete Driveway 6 inches thick-fiber reinforced	SY	48.00
64	Concrete Sidewalk – 4 inches thick installed	SY	43.00
65	Concrete Flat/Ribbon Curb fiber reinforced (12" wide by 8" deep)	LF	15.00
66	Concrete Type "D" Curb fiber reinforced	LF	25.00
67	Concrete Type "E" Curb & Gutter fiber reinforced	LF	18.00
68	Concrete Type "F" Curb & Gutter fiber reinforced	LF	18.00
69	Concrete Modified (18") Type "F" Curb & Gutter fiber reinforced	LF	17.00
70	American Disabilities Act (ADA) truncated dome mat installation	SF	40.00
71	Traffic Control (MOT) cost	DAY	1,500.00
72	Bermuda Sod installed	SY	5.40
73	St Augustine Sod installed	SY	6.75
74	Centipede Sod installed	SY	3.30
75	Irrigation Repair	HR	75.00

76	Type "C" inlet installed (depth 6-10 ft)	EACH	4,000.00
77	Type "C" inlet installed (depth 10 -14 ft)	EACH	6,000.00
78	Type "C" inlet installed (maximum depth 6 ft)	EACH	2,500.00

The City of Destin reserves the right to reject any and all Bids or portions thereof, to waive minor defects in the process and to accept the Bid or any combination of Bid Items or take any other actions deemed by the City to be in the City's best interest. The City also reserves the right to assign additional work to the successful Bidder based upon their Bid proposal or negotiation as may be necessary to meet grant funding or completion requirements.

END OF BID FORM

Conceptual Quantities for Typical Asphalt Paving Project

DEMOLITION	QTY	UNIT
Clear & Grub	2,700	SY
Tree Trimming	20	Per Hr
Removal of Asphalt up to 4" thick	4,000	SY
Removal of Sand Clay Base 6" thick	4,000	SY
Asphalt Cut with Abrasive Blade	200	LF
Removal of Concrete Ribbon Curb	300	SY
PAVING	QTY	UNIT
2" Type SP-12.5 Asphalt Concrete Superpave (Coarse)	2300	SY
1 1/2" Type SP-12.5 Asphalt Concrete Superpave (Fine)	1000	SY
1" Type SP-9.5 Asphalt Concrete Overlay (Fine)	700	SY
Milling of Existing Asphalt (average 1" depth)	1,000	SY
Milling of Existing Asphalt (average 1" depth)	1,750	SY
Prime Coat	4,070	SY
Tack Coat	2,750	SY
6" Graded Aggregate Base, delivered and compacted (LBR 100 compacted to 98% modified proctor density per AASHTO T-180)	2,700	SY
8" Graded Aggregate Base, delivered and compacted (LBR 100 compacted to 98% modified proctor density per AASHTO T-180)	1,300	SY
Stabilized Subbase 12"	500	SY
TRAFFIC MAINTENANCE	QTY	UNIT
Traffic Control (MOT) cost	30	Day
CONCRETE	QTY	UNIT
Concrete Sidewalk 4" thick, installed	1,500	SY
Concrete Ribbon Curb, 12" wide X 8" deep	2,450	LF
Type C Inlet	2	EA

SOD & EROSION CONTROL		QTY	UNIT
Sodding		700	SY
Fill Dirt provided, delivered, spread and compacted on grade		120	CY
Hay Bales		20	EA
Swale Installaion (grading)		75	CY
Silt Fence		2200	LF
MISCELLANEOUS		QTY	UNIT
Irrigation heads		50	EA
Manhole Adjustment		6	EA
Valve Box Adjustment		10	EA
Irrigation Piping		1300	LF

ATTACHMENT #1

CITY OF DESTIN, FLORIDA

REQUEST FOR BIDS RFB No. 18-01-PS,

MISCELLANEOUS ASPHALTIC CONCRETE CONTINUING SERVICES CONTRACT

SWORN STATEMENT UNDER SECTION 287.133 (3) (A)

FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER
AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted with Bid, Proposal or Contract to the City of Destin, FL.

2. This sworn statement is submitted by H&T Contractors, LLC whose
business address is 376 Ben King Road, Freeport, FL 32439

and (if applicable) Federal Employer Identification Number (FEIN) is 26-2414585 (If the entity has no
FEIN, include the Social Security Number of the individual signing this sworn statement:

3. My name is Heather Bailey and my relationship to the entity named
above is Managing Member

4. I understand that a "public entity crime" as defined in Paragraph 287.133(a)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or any agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

5. I understand that "convicted" or "conviction" as defined in paragraph 287.133(a)(b), Florida Statutes, means finding of guilt or a conviction of a public entity crime with or without an adjudication of guilt, in any federal or state trial court of records relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

6. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

1. A predecessor or successor of a person convicted of a public entity crime; or

2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one of shares constituting a controlling income among persons when not for fair interest in another person, or a pooling of equipment or income among persons when not for fair market value under a length agreement, shall be a prima facie case that one person controls another person. A person who was knowingly convicted of a public entity crime, in Florida during the preceding 36 months shall be considered an affiliate.

City of Destin, Florida

RFB No. 18-01-PS, Miscellaneous Asphaltic Concrete Continuing Services Contract

Page 2 of 2. Attachment #1. Public Entity Crimes Statement

7. I understand that a "person" as defined in Paragraph 287.133(1)(c), 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.)

Deborah Bailey
(Signature)

Date: September 14, 2017

STATE OF FLORIDA
COUNTY OF WALTON

PERSONALLY APPEARED BEFORE ME, the undersigned authority, who, after first being sworn by me, affixed his/her signature at the space provided above on this 14th day of September, 2017, and is personally known to me, or has provided _____ as identification.

Janice Wilson
Notary Public

My Commission expires:



Janice Wilson
NOTARY PUBLIC
STATE OF FLORIDA
Comm# GG064385
Expires 4/29/2021

ATTACHMENT #2

CITY OF DESTIN, FLORIDA

REQUEST FOR BIDS RFB No. 18-01-PS,

MISCELLANEOUS ASPHALTIC CONCRETE CONTINUING SERVICES CONTRACT

DRUG-FREE WORKPLACE CERTIFICATION

The below signed Bidder certifies that it has implemented a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling rehabilitation and employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection 1.
4. In the statement specified in subsection 1., notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation occurring in the workplace no later than five (5) working days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign this statement, I certify that this firm complies fully with the above drug-free workplace requirements.

COMPANY: H&T Contractors, LLC

ADDRESS: 376 Ben King Road

CITY: Destin STATE: FL ZIP CODE: 32439

TELEPHONE NUMBER: 850-835-0231

SIGNATURE: Heather Bailey DATE: 09/14/2017

NAME (TYPED OR PRINTED): Heather Bailey

TITLE: Managing Member



**STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION**

**CONSTRUCTION INDUSTRY LICENSING BOARD
2601 BLAIR STONE ROAD
TALLAHASSEE FL 32399-0783**

(850) 487-1395

**CASIAS, RAY ANTHONY
H&T CONTRACTORS LLC
15199 HWY 331 BUSINESS
PO BOX 9
FREEPORT FL 32439**

Congratulations! With this license you become one of the nearly one million Floridians licensed by the Department of Business and Professional Regulation. Our professionals and businesses range from architects to yacht brokers, from boxers to barbeque restaurants, and they keep Florida's economy strong.

Every day we work to improve the way we do business in order to serve you better. For information about our services, please log onto www.myfloridalicense.com. There you can find more information about our divisions and the regulations that impact you, subscribe to department newsletters and learn more about the Department's initiatives.

Our mission at the Department is: License Efficiently, Regulate Fairly. We constantly strive to serve you better so that you can serve your customers. Thank you for doing business in Florida, and congratulations on your new license!



DETACH HERE

RICK SCOTT, GOVERNOR

KEN LAWSON, SECRETARY



ISSUED: 07/04/2016

DISPLAY AS REQUIRED BY LAW

SEQ # L1607040001664



Florida Department of Transportation

RICK SCOTT
GOVERNOR

605 Suwannee Street
Tallahassee, FL 32399-0450

RACHEL D. CONE
INTERIM SECRETARY

May 9, 2017

H & T CONTRACTORS, LLC
PO BOX 9
FREEPORT FL 32439

RE: CERTIFICATE OF QUALIFICATION

Dear Sir/Madam:

The Department of Transportation has qualified your company for the type of work indicated below. Unless your company is notified otherwise, this Certificate of Qualification will expire 6/30/2018. However, the new application is due 4/30/2018.

In accordance with S.337.14 (1) F.S. your next application must be filed within (4) months of the ending date of the applicant's audited annual financial statements.

If your company's maximum capacity has been revised, you can access it by logging into the Contractor Prequalification Application System via the following link:
<HTTPS://fdotwp1.dot.state.fl.us/ContractorPreQualification/>

Once logged in, select "View" for the most recently approved application, and then click the "Manage" and "Application Summary" tabs.

FDOT APPROVED WORK CLASSES:

DRAINAGE, FLEXIBLE PAVING, GRADING, GRASSING, SEEDING AND SODDING, HOT PLANT-MIXED BITUM. COURSES, SIDEWALK

You may apply for a Revised Certificate of Qualification at any time prior to the expiration date of this certificate according to Section 14-22.0041(3), Florida Administrative Code (F.A.C.), by accessing your most recently approved application as shown above and choosing "Update" instead of "View." If certification in additional classes of work is desired, documentation is needed to show that your company has done such work with your own forces and equipment or that experience was gained with another contractor and that you have the necessary equipment for each additional class of work requested.

All prequalified contractors are required by Section 14-22.006(3), F.A.C., to certify their work underway monthly in order to adjust maximum bidding capacity to available bidding capacity. You can find the link to this report at the website shown above.

Sincerely,

Alan Autry, Manager
Contracts Administration Office

AA:cj

ADDENDUM #1

**CITY OF DESTIN, FLORIDA
REQUEST FOR BID (RFB) NO. 18-01-PS,
MISCELLANEOUS ASPHALTIC CONCRETE CONTINUING SERVICES CONTRACT**

SEPTEMBER 5, 2017

This addendum forms a part of the Contract Documents and modifies the original bid documents dated August 21, 2017. Acknowledge receipt of this addendum in the space provided on the Bid Form. **Failure to do so shall subject the Bidder to disqualification.** The following items shall become a part of the construction documents for the above referenced project. Clarifications for questions below:

Clarification:

1. The current bid documents shall be revised **from:** "The City intends to enter into contract with multiple service providers in order to meet seasonal demand for these services." **To:** The City intends to enter into contract with one service provider.
2. The bid item list has been modified to include additional items. Use the attached list to submit pricing for bidding purposes.
3. A calendar day timeline will be negotiated for each work order to allow for proper time to complete the work items, these timelines will on occasion have hard completion dates as well as liquidated damages of \$500.00 per day.

The bid opening date is Thursday, September 14, 2017, at 2 pm.

END OF ADDENDUM #1

A copy of this Addendum #1 signed and acknowledged shall precede the mandatory information required in the subject RFB.

Receipt of Addendum #1 is hereby acknowledged:

JOHN B. IRVIN, IV
Print Name


Signature

9/05/2017
Date

ADDENDUM #2

**CITY OF DESTIN, FLORIDA
REQUEST FOR BID (RFB) NO. 18-01-PS,
MISCELLANEOUS ASPHALTIC CONCRETE CONTINUING SERVICES CONTRACT**

SEPTEMBER 7, 2017

This addendum forms a part of the Contract Documents and modifies the original bid documents dated August 21, 2017. Acknowledge receipt of this addendum in the space provided on the Bid Form. **Failure to do so shall subject the Bidder to disqualification.** The following items shall become a part of the construction documents for the above referenced project. Clarifications for questions below:

Contractor Question:

- With there being no quantity given, Will you explain what the basis of award will be and how the city intends to calculate the award?

Response:

- The scoring for this award will be done utilizing the Conceptual Quantities for Typical Asphalt Paving Project as listed in the bid packet. The submitted unit pricing will be applied to these quantities allowing for weighted totals. Any items that are not listed in the Conceptual Quantities for Typical Asphalt Paving Project will be tallied as one unit and then summed into the final total. The grand total will be utilized to identify the lowest bidder which if deemed responsive will then be submitted to the City of Destin Bid Committee for concurrence.
- Please utilize the checklist within the bid packet to verify that all necessary documents are being provided for bid submission.

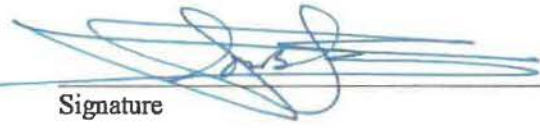
The bid opening date is Thursday, September 14, 2017, at 2 pm.

END OF ADDENDUM #2

A copy of this Addendum #2 signed and acknowledged shall precede the mandatory information required in the subject RFB.

Receipt of Addendum #2 is hereby acknowledged:

JOHN B. IRVIN, IV
Print Name


Signature

9/07/2017
Date

ADDENDUM #3

**CITY OF DESTIN, FLORIDA
REQUEST FOR BID (RFB) NO. 18-01-PS,
MISCELLANEOUS ASPHALTIC CONCRETE CONTINUING SERVICES CONTRACT**

SEPTEMBER 11, 2017

This addendum forms a part of the Contract Documents and modifies the original bid documents dated August 21, 2017. Acknowledge receipt of this addendum in the space provided on the Bid Form. **Failure to do so shall subject the Bidder to disqualification.** The following items shall become a part of the construction documents for the above referenced project. Clarifications for questions below:

Contractor Question:

- The Checklist on page 4 of the bid documents lists under number 14 for a bid bond or cashier's check, is a bid bond required for this contract?

Response:

- No bid bond or cashier's check is required for the submittal a bid for the Miscellaneous Asphaltic Concrete Continuing Services Contract bid.

The bid opening date is Thursday, September 14, 2017, at 2 pm.

END OF ADDENDUM #3

A copy of this Addendum #3 signed and acknowledged shall precede the mandatory information required in the subject RFB.

Receipt of Addendum #3 is hereby acknowledged:

JOHN B. LAVIN, IV

Print Name



Signature

9/11/2017

Date

Request for Taxpayer Identification Number and Certification

Give form to the
requester. Do not
send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)

H&T Contractors, L.L.C.

Business name, if different from above

Check appropriate box: ☐ Individual/Sole proprietor ☐ Corporation ☒ Partnership

☒ Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ **P.....**

☐ Other (see instructions) ▶

☐ Exempt
payee

Address (number, street, and apt. or suite no.)

376 Ben King Road, P.O. Box 9

City, state, and ZIP code

Freeport, Florida 32439

Requester's name and address (optional)

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I Instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number

or

Employer identification number

26

2414585

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

Sign
Here

Signature of
U.S. person ▶

Date ▶

9/14/2017

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

H&T Contractors, LLC
Current Work to Complete

JOB	Amount to Complete	General Contractor/ Owner
South Walton Utility	\$ 1,520,892.00	South Walton Utility Co., Inc.
The ARC of Emerald Coast	\$ 244,545.00	Lord & Son Construction. Inc.
Beginnings Preschool	\$ 50,539.00	Beauchamps Commercial, LLC
Building T	\$ 191,665.00	Crossland Construction, Inc.
Crestview Crossing	\$ 623,835.00	Design/Build Systems, Inc.
Dixie Electric Car	\$ 141,745.00	Design/Build Systems, Inc.
Fire House No. 1	\$ 107,028.00	Lord & Son Construction. Inc.
FWB Medical Center	\$ 392,233.00	J.E. Dunn Construction Company
Golf Course Drive	\$ 165,889.00	City of Ft. Walton Beach, FL
HVAC Pipe Replacement	\$ 13,924.00	Bayou Mechanical, Inc.
McKinnon Bridge	\$ 153,145.00	Walton County, FL
New Bama Steel	\$ 82,061.00	Design/Build Systems, Inc.
Magnolia Renalus Medical	\$ 2,725.00	Hanto & Clarke
Reserve at Washington Point	\$ 2,307,589.00	Moss & Associates, LLC
Rosemary Beach	\$ 104,982.00	Lord & Son Construction. Inc.
Tiger Point	\$ 2,956,520.00	Benning Construction Company
	<u>\$ 9,059,317.00</u>	

OKALOOSA COUNTY TAX COLLECTOR
BEN ANDERSON

BUSINESS NAME H AND T CONTRACTORS LLC
RAY ANTHONY CASIAS QUALIFIER

TYPE OF BUSINESS Regulated

BUSINESS ADDRESS 376 BEN KING RD
FREEPORT, FL 32439

MAKE CHECKS PAYABLE TO: Okaloosa County Tax Collector
P.O. Box 1387, Niceville, FL 32588

H AND T CONTRACTORS LLC
PO BOX 9
FREEPORT, FL 32439

Paid 0-17004456

35.00

07/10/2017

2017 - 2018
OKALOOSA COUNTY LOCAL BUSINESS TAX RECEIPT
STATE OF FLORIDA

OKALOOSA COUNTY
Tax Collector
View Your Account Online

Scan Here



Scan Here

RECEIPT NO. 3600100745937
EXPIRES SEPTEMBER 30, 2018

SUPPLEMENTAL	
RENEWAL	
NEW BUSINESS	
TRANSFER	0.00
ORIGINAL TAX	35.00
	0.00
AMOUNT	
PENALTY	0.00
COLLECTION COST	0.00
TOTAL	35.00

X 
SIGN AND DISPLAY AS REQUIRED
I SWEAR THAT THIS LOCAL BUSINESS TAX RECEIPT IS MADE FOR
THE BUSINESS OR PROFESSION INDICATED HEREON AND IS TRUE
AND CORRECT. THE APPLICATION MUST COMPLY WITH STATE AND
LOCAL ORDINANCE, INCLUDING ZONING



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
9/12/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Daniels Commercial Insurance, LLC
248 W. Garden St.
Pensacola FL 32502

CONTACT NAME: Daniels Commercial Insurance, LLC
PHONE (A/C, No, Ext): 850-308-7710 FAX (A/C, No): 850-308-7716
E-MAIL: service@dcinsllc.com
ADDRESS:

INSURED
H&T Contractors, LLC
P.O. Box 9
Freeport FL 32439-0009

H&TCONT-01

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A:	BITCO General Insurance Corporation	20095
INSURER B:	Great American Insurance Company	16691
INSURER C:	AGCS Marine Insurance Company	22837
INSURER D:		
INSURER E:		
INSURER F:		

COVERAGES

CERTIFICATE NUMBER: 764942720

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC OTHER:	Y	CLP3651026	3/10/2017	3/10/2018	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMPIOP AGG \$2,000,000 \$
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY ☒ PIP	Y	CAP3651027	3/10/2017	3/10/2018	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☒ DED ☒ RETENTION \$10,000		TUU025584705	3/10/2017	3/10/2018	EACH OCCURRENCE \$1,000,000 AGGREGATE \$1,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☐ N/A	WC3651025	3/10/2017	3/10/2018	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
C	Contractor's Equipment Leased/Rented Equipment		MXI93076089	3/10/2017	3/10/2018	Equipment Floater Max per Item Schedule on File \$300,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: Request for Bids (RFB) No. 18-01-PS, Miscellaneous Asphaltic Concrete Continuing Services Contract. Certificate holder is an Additional Insured as respects General Liability & Automobile Liability if required by written contract.

CERTIFICATE HOLDER

City of Destin, Florida
4200 Indian Bayou Trail
Destin FL 32541

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.



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E-MAIL ADDRESS: service@dcinsllc.com

INSURED
H&T Contractors, LLC
P.O. Box 9
Freeport FL 32439-0009

H&TCONT-01

INSURER(S) AFFORDING COVERAGE	NAIC #
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INSURER C: AGCS Marine Insurance Company	22837
INSURER D:	
INSURER E:	
INSURER F:	

COVERAGES

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INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☐ LOC OTHER:	Y		CLP3651026	3/10/2017	3/10/2018	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☒ PIP ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS ONLY	Y		CAP3651027	3/10/2017	3/10/2018	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	☒ UMBRELLA LIAB ☒ EXCESS LIAB ☐ OCCUR ☐ CLAIMS-MADE DED ☒ RETENTION \$10,000			TUU025584705	3/10/2017	3/10/2018	EACH OCCURRENCE \$1,000,000 AGGREGATE \$1,000,000 \$
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C	Contractor's Equipment Leased/Rented Equipment			MXI93076089	3/10/2017	3/10/2018	Equipment Floater Max per Item Schedule on File \$300,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: Request for Bids (RFB) No. 18-01-PS, Miscellaneous Asphaltic Concrete Continuing Services Contract. Certificate holder is an Additional Insured as respects General Liability & Automobile Liability if required by written contract.

CERTIFICATE HOLDER

City of Destin, Florida
4200 Indian Bayou Trail
Destin FL 32541

CANCELLATION

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AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.

City of Destin, FL			
Department of Public Works			
H&T, proposed price adjustments for FY22, Asphaltic Services			
Item Description	Units	Former Contract \$/Unit	Proposed Contract \$/Unit
2" Type SP, 12.5 Asphalt Concrete Superpave (Course)	SY	\$9.50	\$10.50
1.5" Type SP, 12.5 Asphalt Concrete Superpave (Fine)	SY	\$8.50	\$9.30
1" Type SP, 9.5 Asphalt Concrete Overlay (Fine)	SY	\$7.00	\$8.00
Milling of Existing asphalt (1" depth)	SY	\$3.00	\$4.00
Milling of Existing asphalt (2" depth)	SY	\$4.00	\$5.00
8" Graded Aggregate Base, delivered and compacted	SY	\$9.50	\$10.50
6" Graded Aggregate Base, delivered and compacted	SY	\$8.50	\$9.50
4" Graded Aggregate Base, delivered and compacted	SY	\$7.00	\$8.00
Stabilized Base (12")	SY	\$3.50	\$4.50
Stabilized Base (6")	SY	\$3.00	\$4.00
Prime Coat	SY	\$0.75	\$2.25
Tack Coat	SY	\$0.75	\$2.25
Asphalt Cut with abrasive blade	LF	\$4.00	\$5.00
Concrete Cut with abrasive blade	LF	\$4.00	\$5.00
Silt Fence	LF	\$2.00	\$3.00
Straw Waddle	LF	\$3.00	\$4.00
Manhole Adjust	each	\$400.00	\$600.00
Valve Box Adjust	each	\$150.00	\$300.00
Removal of Concrete, over 6"	SY	\$7.50	\$8.50
Removal of Asphalt up to 4" thick	SY	\$6.00	\$7.00
Removal of Asphalt over 4" thick	SY	\$6.00	\$7.00
Fill Dirt provided, delivered, spread and compacted	CY	\$12.00	\$15.00
Clear & Grub	SY	\$0.22	\$0.55
Debris Hauling	CY	\$12.00	\$15.00
Tree Trimming	/hr	\$150.00	\$200.00
Aluminum Pipe Guiderail (FDOT Index 870)	LF	\$150.00	\$250.00
Guardrail	LF	\$125.00	\$225.00
Mobilization	lump	\$2,500.00	\$3,000.00
12" RCP provided, delivered and installed	LF	\$28.00	\$45.00
15" RCP provided, delivered and installed	LF	\$29.00	\$45.00
18" RCP provided, delivered and installed	LF	\$34.00	\$48.00
24" RCP provided, delivered and installed	LF	\$42.00	\$56.00
30" RCP provided, delivered and installed	LF	\$55.00	\$75.00
36" RCP provided, delivered and installed	LF	\$65.00	\$80.00
42" RCP provided, delivered and installed	LF	\$90.00	\$100.00
48" RCP provided, delivered and installed	LF	\$120.00	\$135.00
12" ADS provided, delivered and installed	LF	\$20.00	\$37.00
15" ADS provided, delivered and installed	LF	\$22.00	\$42.00
18" ADS provided, delivered and installed	LF	\$25.00	\$48.00
24" ADS provided, delivered and installed	LF	\$30.00	\$67.00
30" ADS provided, delivered and installed	LF	\$38.00	\$92.00

City of Destin, FL			
Department of Public Works			
H&T, proposed price adjustments for FY22, Asphaltic Services			
Item Description	Units	Former Contract \$/Unit	Proposed Contract \$/Unit
36" ADS provided, delivered and installed	LF	\$47.00	\$101.00
42" ADS provided, delivered and installed	LF	\$85.00	\$117.00
48" ADS provided, delivered and installed	LF	\$95.00	\$150.00
Concrete Headwall or Drainage Structure	CY	\$600.00	\$900.00
Mitered End Section, medium 12-15"	each	\$800.00	\$1,200.00
Mitered End Section, large 18-24"	each	\$4,000.00	\$4,500.00
Concrete Flume (4" thick)	SY	\$48.00	\$65.00
Inlet Apron (4" thick)	SY	\$48.00	\$65.00
Raise existing inlet (assume 3" adjustment)	each	\$1,000.00	\$1,800.00
Lower existing inlet (assume 3" adjustment)	each	\$800.00	\$1,600.00
6" diameter yard inlet, installed maximum 2" depth	each	\$600.00	\$1,200.00
Excavation and Haul Off	CY	\$8.00	\$10.00
Well Points	/day	\$3,500.00	\$4,000.00
Grout (joint)	each	\$500.00	\$1,000.00
Compaction of subgrade, soil and backfill (up to 6")	SY	\$8.00	\$10.00
Swale Installation (grading)	CY	\$10.00	\$20.00
Concrete Collar (any size)	each	\$400.00	\$1,000.00
Rip Rap Rubble (up to 12" stone, 18" thick)	SY	\$200.00	\$400.00
Rip Rap Rubble (up to 24" stone, 36" thick)	SY	\$400.00	\$600.00
6" drain pipe	LF	\$15.00	\$20.00
Type C inlet installed	each	\$2,500.00	\$3,500.00
Concrete Driveway 6" thick, fiber reinforced	SY	\$48.00	\$60.00
Concrete Sidewalk 4" thick installed	SY	\$43.00	\$56.00
Concrete Flat/Ribbon Curb, fiber reinforced (12" wide x 8" deep)	LF	\$15.00	\$20.00
Concrete Type D Curb, fiber reinforced	LF	\$25.00	\$30.00
Concrete Type E Curb & gutter, fiber reinforced	LF	\$18.00	\$22.00
Concrete Type F Curb & gutter, fiber reinforced	LF	\$18.00	\$24.00
Concrete Modified (18") Type F Curb and gutter, fiber reinforced	LF	\$17.00	\$24.00
ADA truncated dome mat installation	SF	\$40.00	\$65.00
Traffic Control	/day	\$1,500.00	\$1,800.00
Bermuda Sod installed	SY	\$5.40	\$6.50
St Augustine installed	SY	\$6.75	\$7.75
Centipede Sod installed	/hr	\$3.30	\$4.50
Irrigation Repair	each	\$75.00	\$150.00
Type C inlet installed (6-10')	each	\$4,000.00	\$6,000.00
Type C inlet installed (10-14')	each	\$6,000.00	\$8,000.00
Type C inlet installed (<6')	each	\$2,500.00	\$3,500.00
Asphalt Reinforcing Fibers (2")	SY	\$1.20	\$2.20
Asphalt Reinforcing Fibers (1.5")	SY	\$0.90	\$1.90

City of Destin, FL			
Department of Public Works			
H&T, proposed price adjustments for FY22, Asphaltic Services			
Item Description	Units	Former Contract \$/Unit	Proposed Contract \$/Unit
Asphalt Reinforcing Fibers (1")	SY	\$0.55	\$1.55

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: September 7, 2021
TYPE OF AGENDA ITEM: Consent Agenda
AGENDA OUTLINE NUMBER: 6.C.

TO: City Council

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

FROM: Michael Burgess, Public Services Director

DATE: 08/10/2021

SUBJECT: Miscellaneous Road Striping Services, authorization to renew contract

I. BACKGROUND: The Public Works Department has limited road striping installation equipment and is not equipped to perform major road striping projects. For these more comprehensive projects, it is necessary to outsource the work to vendors who have the equipment and manpower.

II. DISCUSSION: The signing of this contract renewal by the City in no way guarantees the City will, nor obligates the City to expend its funds. It merely authorizes the City to utilize the contractor if funds are allocated by Council. It has been recommended that the City extend this contract renewal (included as ATT1) for a period of fifteen months to prevent the end date of the contract year from coinciding with the end of the City's fiscal year. The original contract is provided as ATT2.

A. Link to Strategic Goals / Objectives: Strategic Goals 2026:

- 4. Enhanced quality of life and safety for families
- 6. Effective, efficient, and aesthetically pleasing infrastructure

B. Effect on Budget (EOB): Below is the list of projects that may include restriping. Any work orders in excess of \$15,000 will be brought first to council for approval before granting a notice to proceed.

FY2022 potential ASPHALT and RESTRIPIING projects		
Project Name	ORG-PROJ	Estimated Total Project Cost
Resurface Paid Parking	12254500-RR054	\$ 96,000
Renew/Replace Roads	30054131-RR054	\$ 440,000
Renew/Replace Roads	30058585-RR054	\$ 482,000
Sibert-Zerbe Parking Lot Consolidation	31554132-TR619	\$ 150,000
Norriego Point Road	31554132-NORG1	\$ 350,000
		\$ 1,518,000
FY 2022 Funding Sources		
Parking Fund	12254500	96,000
Gas Tax #1	30054131	\$ 440,000
General Fund RR	30058585	\$ 482,000
Road Impact Fees	31554132	\$ 500,000
		\$ 1,518,000

	12254500 Parking Fund	30054131 Gas Tax #1	30058585 GF RR	31554132 Road Impact Fees	FY2022 BUDGET
565000-RR054 CIP-Roads and Parking Lots	\$ 96,000	\$ 440,000	\$ 482,000	\$ -	\$ 1,018,000
565000-TR619 CIP-Sibert-Zerbe Parking Lot	-	-	-	150,000	150,000
565000-NORG1 CIP-Norriego Point Road	-	-	-	350,000	350,000
FY22 Tentative Budget	96,000	440,000	482,000	500,000	1,518,000
Internal Transfer	-	-	-	-	-
Previous Expenses/Encumbrances	-	-	-	-	-
Available Program Budget	96,000	440,000	482,000	500,000	1,518,000
This Agreement +(-)	-	-	-	-	-
FY22 Remaining Program Budget	\$ 96,000	\$ 440,000	\$ 482,000	\$ 500,000	\$ 1,518,000

C. Level of Service (LOS): Improved day- and night-time visibility of lanes, stop bars, crosswalks, etc.

III. CONCLUSION: This action allows for the City Manager to execute a contract extension for miscellaneous road striping services.

IV. RECOMMENDED MOTION: I move that the City Manager be authorized to execute a contract extension for fifteen months with Emerald Coast Striping LLC for miscellaneous road striping services on behalf of the City.

Attachments:

1. ATT1: Emerald Coast Striping Contract Extension FY22
2. ATT2: Emerald Coast Striping LLC, 2020-2021 Misc. Road Striping Contract

CONTRACT EXTENSION AGREEMENT

This agreement dated the First day of October 2021 is between the City of Destin, Florida (“City”), a Florida municipal corporation, of 4200 Indian Bayou Trail, Destin, Florida, 32541 and Emerald Coast Striping, LLC (“Contractor”). The purpose of this agreement is to extend for fifteen months a contract for road striping services effective October 1, 2020 between the City of Destin and Emerald Coast Striping, LLC to provide miscellaneous pest control services for the City.

This represents the **1st of 4** possible contract extensions.

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

Jury Trial Waiver:

CONTRACTOR AND CITY AGREE TO WAIVE THEIR RIGHTS TO A TRIAL BY JURY REGARDING ANY LAWSUIT INVOLVING THE INTERPRATION, CONSTRUCTION, ENFORCEMENT, OR GOVERNANCE OF THIS CONTRACT, AND FOR ANY LAWSUIT RELATED IN ANY WAY TO THIS CONTRACT OR FOR THE WORK PERFORMED PURSUANT TO THIS CONTRACT.

Public Records:

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

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

- Keep and maintain public records that ordinarily and necessarily would be required by the City of Destin in order to perform the service.
- Shall immediately provide the City Clerk for the City with any documents requested by the Clerk in response to a public records request.
- Provide the public with access to public records on the same terms and conditions that the City of Destin would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or as otherwise provided by law.
- Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.

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

- Meet all requirements for retaining public records and transfer, at no cost, to the City of Destin all public records in possession of the Contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the City of Destin in a format that is compatible with the information technology systems of the City of Destin.

It is expressly agreed by the parties that this contract is an extension to the Contract that became effective on October 1, 2020 and the original is made a part hereof as though expressly rewritten, incorporated, and included herein.

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

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

Witnesses:

(Signature)

(Signature)

City of Destin

By: _____
Lance A. Johnson
City Manager

ATTEST: _____
Rey Bailey
City Clerk

Witnesses:

(Signature)

(Signature)

Emerald Coast Striping, LLC

By: _____
(Signature)

(Name & Title)

ATTEST: _____
(Signature)

(Name & Title)

CITY OF DESTIN, FLORIDA

CONTRACT

MISCELLANEOUS ROAD STRIPING CONTINUING SERVICES CONTRACT

On September 8 2020, THE CITY COUNCIL OF THE CITY OF DESTIN, FLORIDA, herein referred to as the "**City**," accepted the bid of Emerald Coast Striping LLC, herein referred to as the "**Contractor**," to supply miscellaneous road striping for City properties. The Contractor's Cost Schedule for the terms of their engagement is included in their entirety by reference at Exhibit "A" and as completely as if incorporated herein.

TERMS AND CONDITIONS OF CONTRACT FOR THE MISCELLANEOUS ROAD STRIPING CONTINUING SERVICES CONTRACT:

1. Entire Contract:

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

2. Intent of Contract:

This Contract is for supplying the City with all applicable road striping work for City properties. The Scope of Work, herein referred to as the **Work**, encompasses the foregoing and all descriptive work components described within Exhibit "A".

3. Term of Contract and Renewals:

This contract will be in effect from October 1, 2020 through September 30, 2021, and is for supplying the City with miscellaneous road striping services. Upon mutual agreement of the parties, this contract may be renewed on a year by year basis up to a total four times.

4. Time for Performance:

The Contractor agrees to provide road striping services for the satisfactory approval and acceptance by the City.

5. Compensation:

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

a. Requests for Compensation (Invoices) shall be accompanied by the following:

1. A description of the Work performed and a copy of email (or similar) that initiated said Work;
2. An itemized list of goods or services to include materials, flat fees, billable man-hours with rates, and any other payable items identified in Exhibit "A"; and
3. Dates when these services were performed and the names of Contractor's staff who performed billable Work.

6. Changes in the Work:

The City shall have the right at any time during the progress of the Work to increase or decrease the Work. Promptly after having been notified of a change, the Contractor shall submit an itemized estimate of any costs and/or time increases or savings it foresees as a result of the change. No additions or changes to the Work shall be made except upon written order of the City and the City shall not be liable to Contractor for any increased compensation without such written order.

7. Insurance:

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

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

8. Indemnification:

Contractor shall indemnify, defend, save, and hold the City, its agents, officers and employees, harmless of and from any losses, fines, penalties, costs, damages, claims, demands, suits, and liabilities of any nature, including reasonable attorney's fees (including regulatory and appellate fees), arising out of, because of, or due to any accidents arising in any manner on account of the exercise or attempted exercise of Contractor's rights hereunder whether the same regards person or property of any nature whatsoever, regardless of the apportionment of negligence, unless due to the sole negligence of the City.

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

9. Licensing:

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

10. Cancellation:

This contract may be canceled by either party with a thirty-day written notice and is contingent upon the annual appropriation by the City of legally available funds. City's obligation to pay the amount due hereunder in any fiscal year is contingent upon the appropriation by the City Council of legally available funds for the purposes set forth in this contract.

11. Performance of Work/Responsibilities:

For each task, the Contractor will be issued a work order by the City's Public Works Director or

designee. The Public Services Director or designee will issue verbal work orders only in emergency situations. The Contractor shall commence work in a reasonable length of time and shall complete the work in an expeditious manner. In emergency situations, the Contractor shall endeavor to commence work immediately. All work shall be done under the supervision of the City's Public Services Director or designated representative. The performance of Work and responsibilities hereto are outlined and made a part hereof as identified in Exhibit "A".

12. Termination for Default:

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

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

Upon Contract termination for the Contractor's failure to provide satisfactory contract performance, the Contractor will be entitled to receive compensation for Contract services satisfactorily performed by the Contractor and allocable to the Contract and accepted by the City Manager or his designee prior to such termination. However, an amount equal to all additional costs required to be expended by the City to complete the Work covered by the Contract, including costs of delay in completing the project, shall be either subtracted from any amount due or amount charged to the Contractor in the event the City Manager terminates the Contract.

Except as otherwise directed by the City Manager, or in the case of termination for default (in which event the Contractor may be entitled to cure, at the option of the City Manager), the Contractor shall stop work on the date of receipt of the notice or other date specified in the notice, place no further orders or subcontract for materials, services, or facilities except as are necessary for the completion of such portion of the work not terminated, and terminate all contractor and subcontracts and settle all outstanding liabilities and claims.

In the event that any termination for default shall be found to be improper or invalid by any court of competent jurisdiction, then such termination shall be deemed to have been a termination for convenience.

13. Termination for Convenience:

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

As to termination for convenience, after receipt of the date of termination, the Contractor shall stop all work as specified in the notice; place no further orders or subcontract for materials, services, or facilities except as are necessary for the completion of such portion of the Work not terminated; immediately transfer all documentation and paperwork for terminated work to the City; and terminate all contractors and subcontracts

and settle all outstanding liabilities and claims.

14. Disclosure:

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

15. Miscellaneous:

15.1 Governing Law

The parties intend that this Contract and the relationship of the parties shall be governed by the laws of the State of Florida. Venue for any action arising out of this contract shall be in Okaloosa County Florida and no where else.

15.2 Severability

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

15.3 Sovereign Immunity

The parties further agree, nothing contained herein is intended nor shall be construed to 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
Destin, Florida 32541

As to the Contractor:

Emerald Coast Striping LLC
1901 N East Ave
Panama City, FL 32405

15.8 Public Records

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

- a) Keep and maintain public records that ordinarily and necessarily would be required by the City of Destin in order to perform the service.
- b) Provide the public with access to public records on the same terms and conditions that the City of Destin would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or as otherwise provided by law.
- c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
- d) Meet all requirements for retaining public records and transfer, at no cost, to the City of Destin all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the City of Destin in a format that is compatible with the information technology systems of the City of Destin.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC 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 28TH day of SEPTEMBER, 2020.

ATTEST:

Rey Bailey
City Clerk

CITY OF DESTIN

By: Lance A. Johnson
Lance A. Johnson
City Manager

SEAL

As to Legal Form:



Kyle Bauman, Esq.
City Attorney

Emerald Coast Striping LLC
CONTRACTOR:

By: 

(Signature)

Eric Bailey

(Printed Name)

Erica Elinson

Witness



Witness

Its: OPERATIONS MANAGER

(Title)



ORIGINAL

EXHIBIT A – BID FORM

PART I Bid submitted by:

Company: Emerald Coast Striping, LLC.
 Address: 1901 N. East Avenue
 City & State: Panama City, FL Zip Code: 32405
 Telephone: (850) 215-4875 Fax: (850) 271-4875
 Number of Years in Business: 13 Email: aric@ecstriping.com

PART II Bidding RFB No. 20-10-PS, Miscellaneous Road Striping Continuing Services Contract:

Contractor shall provide proper signs and traffic control measures as per Florida Department of Transportation's Manual on Uniform Traffic Control Devices and the Florida Department of Transportation's Manual of Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways (aka Florida Green Book), current edition. All construction, methods of measurement, and basis of payment shall be in accordance with Division II and III of the Florida Department of Transportation Standards Specifications for Road and Bridge Construction (current edition), copies of which are available from the Florida Department of Transportation.

SERVICE DESCRIPTION AND SPECIFICATIONS

Item	Description	Unit Price	Unit
Four-inch (4") solid painted traffic stripe	Traffic Paint – white or yellow	\$ <u>0.15</u>	Linear Foot
Four-inch (4") skip painted traffic stripe	Traffic Paint – white or yellow	\$ <u>0.12</u>	Linear Foot
Six-inch (6") solid painted traffic stripe	Traffic Paint – white or yellow	\$ <u>0.30</u>	Linear Foot
Six-inch (6") skip painted traffic stripe	Traffic Paint – white or yellow	\$ <u>0.18</u>	Linear Foot
Four-inch (4") solid thermoplastic stripe	Thermoplastic plus reflective beads, white or yellow	\$ <u>0.65</u>	Linear Foot
Four-inch (4") skip thermoplastic stripe	Thermoplastic plus reflective beads, white or yellow	\$ <u>0.55</u>	Linear Foot
Six-inch (6") solid thermoplastic stripe	Thermoplastic plus reflective beads, white or yellow	\$ <u>1.00</u>	Linear Foot

Initials of Bidder: MS



ORIGINAL

Six-inch (6") skip thermoplastic stripe	Thermoplastic plus reflective beads, white or yellow	\$ 0.85	Linear Foot
Stop Bars (24")	Thermoplastic plus reflective beads or equivalent	\$ 4.00	Square Foot
Crosswalks (12")	Thermoplastic plus reflective beads or equivalent	\$ 4.00	Square Foot
Messaging (School, Bike lane graphics, STOP, etc.)	Thermoplastic plus reflective beads or equivalent	\$ 4.00	Square Foot
Raised Pavement Markers	Material plus installation	\$ 5.00	Each
Please list any additional services with their respective costs below.			
Item	Description	Unit Price	Unit

SAFETY NOTE

All work associated with this bid must be conducted with safety in mind. It is expected that the contractor will provide all necessary personal protective equipment that will be utilized by their staff while performing work for the City of Destin. In addition, the contractor will ensure that all FDOT, OSHA and other applicable State and Federal workplace safety guidelines are adhered to while working on behalf of the City of Destin.

The contractor will ensure that work vehicles, equipment and trailers are properly outfitted with proper, adequate and working signage, lightbars, arrow boards, etc.

Part III Certifications

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

Initials of Bidder: ABJ



ORIGINAL

same without additional cost to the City of Destin at the specified location for the quotations listed above.

The undersigned further declares that he/she has carefully examined the specifications referenced on this Bid Form and is thoroughly familiar with them and their provision(s). He further declares that no other person than the Bidder herein named has any interest in this Bid or in the contract to be executed, and that it is made without any connection with any other person(s) making Bid for the same articles, and it is in all respects fair and without collusion and fraud.

Signature and Certification:

Name and Title of Authorized Representative: Aric Bailey-operations manager

Signature: [Signature]

Date of Bid: 8.13.2020

Note: See RFB Section III (page 5), Bid Requirements, and attached all required information to Bid Form.

The City of Destin reserves the right to reject any and all Bids or portions thereof, to waive minor defects in the process and to accept the Bid or any combination of Bid Items or to take any other actions deemed by the City to be in the City's best interest. The City also reserves the right to assign additional work to the successful bidder based on their Bid proposal or negotiation as may be necessary to meet grant funding or completion requirements.

END OF EXHIBIT A

Initials of Bidder: [Signature]

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: September 7, 2021

TYPE OF AGENDA ITEM: Consent Agenda

AGENDA OUTLINE NUMBER: 6.D.

TO: City Council

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

FROM: Michael Burgess, Public Services Director

DATE: 07/09/2021

SUBJECT: Miscellaneous Stormwater Maintenance Services, authorization to renew contract

I. BACKGROUND: The Public Works Department does not possess adequate personnel nor the equipment to perform major stormwater maintenance. For these more demanding projects, it is necessary to outsource the work to a vendor who has the necessary equipment and manpower.

II. DISCUSSION: The signing of this contract extension by the City in no way guarantees the City will, nor obligates the City to expend its funds. It merely authorizes the City to utilize the contractor if funds are allocated by Council. It has been recommended that a fifteen-month extension be provided during this renewal cycle so that the end date of the contract year will not coincide with the end of the City's fiscal year. The original contract and extension have been provided as ATTs 1 & 2 respectively.

A. Link to Strategic Goals / Objectives: Strategic Goals 2026:

- 2. A green and sustainable environment
- 6. Effective, efficient, and aesthetically pleasing infrastructure

B. Effect on Budget (EOB): Funding for stormwater treatment unit maintenance is partially provided through an interlocal agreement with DEP through the stormwater maintenance fund. Additional funds for maintenance and repairs to the stormwater system are in 0153951 Physical Environment. Any work orders that exceed \$15,000 will be presented to Council for approval prior to granting a notice to proceed.

FY2022 BUDGET	
31553833-546000-SW54	
Stormwater-Maintain-Treatment Units	\$ 60,000
0153951-546000	
Physical Environment - Repair/Maintain	3,000
FY22 Tentative Budget	63,000
Internal Transfer	-
Previous Expenses/Encumbrances	-
Available Program Budget	63,000
This Agreement +(-)	-
FY22 Remaining Program Budget	\$ 63,000

C. Level of Service (LOS): Improved water quality through the routine maintenance of five water quality treatment units. Improved safety through the inspection and/or repair of pipe systems under roadways and/or in the right-of-way.

III. CONCLUSION: This action allows for the City Manager to execute a contract extension with H&T Contractors, LLC for miscellaneous stormwater maintenance continuing services.

IV. RECOMMENDED MOTION: I move that the contract for miscellaneous storm water maintenance services be extended for fifteen months from October 1, 2021 to December 31, 2022 to H&T Contractors, LLC and authorize the City Manager to execute said contract extension on behalf of the City.

Attachments:

1. ATT1: H&T Contractors, LLC, 2020-2021 Misc Stormwater Contract
2. ATT2: H&T Stormwater Maintenance Contract Extension FY22

CITY OF DESTIN, FLORIDA

CONTRACT

MISCELLANEOUS STORMWATER MAINTENANCE CONTINUING SERVICES CONTRACT

On September 8 2020, THE CITY COUNCIL OF THE CITY OF DESTIN, FLORIDA, herein referred to as the **City**, accepted the bid of H&T Contractors LLC, herein referred to as the **Contractor**, to supply miscellaneous stormwater 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 THE MISCELLANEOUS STORMWATER 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 with all applicable stormwater maintenance work for City properties. The Scope of Work, herein referred to as the **Work**, encompasses the foregoing and all descriptive work components described within Exhibit "A".

3. Term of Contract and Time Extensions:

This contract will be in effect from October 1, 2020 through September 30, 2021 and is for supplying the City with miscellaneous stormwater maintenance services.

4. Time for Performance:

The Contractor agrees to provide stormwater maintenance services for the satisfactory approval and acceptance by the City.

5. Compensation:

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

a. Requests for Compensation (Invoices) shall be accompanied by the following:

1. A description of the Work performed and a copy of email (or similar) that initiated said Work;
2. An itemized list of goods or services to include materials, flat fees, billable man-hours with rates, and any other payable items identified in Exhibit "A"; and
3. Dates when these services were performed and the names of Contractor's staff who performed billable Work.

6. Changes in the Work:

The City shall have the right at any time during the progress of the Work to increase or decrease the Work. Promptly after having been notified of a change, the Contractor shall submit an itemized estimate of any costs and/or time increases or savings it foresees as a result of the change. No additions or changes to the Work shall be made except upon written order of the City and the City shall not be liable to Contractor for any increased compensation without such written order.

7. Insurance:

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

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

8. Indemnification:

Contractor shall indemnify, defend, save, and hold the City, its agents, officers and employees, harmless of and from any losses, fines, penalties, costs, damages, claims, demands, suits, and liabilities of any nature, including reasonable attorney's fees (including regulatory and appellate fees), arising out of, because of, or due to any accidents arising in any manner on account of the exercise or attempted exercise of Contractor's rights hereunder whether the same regards person or property of any nature whatsoever, regardless of the apportionment of negligence, unless due to the sole negligence of the City.

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

9. Licensing:

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

10. Cancellation:

This contract may be canceled by either party with a thirty-day written notice and is contingent upon the annual appropriation by the City of legally available funds. City's obligation to pay the amount due hereunder in any fiscal year is contingent upon the appropriation by the City Council of legally available funds for the purposes set forth in this contract.

11. Performance of Work/Responsibilities:

For each task, the Contractor will be issued a work order by the City's Public Works Director or designee. The Public Services Director or designee will issue verbal work orders only in emergency

situations. The Contractor shall commence work in a reasonable length of time and shall complete the work in an expeditious manner. In emergency situations, the Contractor shall endeavor to commence work immediately. All work shall be done under the supervision of the City's Public Services Director or designated representative. The performance of Work and responsibilities hereto are outlined and made a part hereof as identified in Exhibit "A".

12. Termination for Default:

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

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

Upon Contract termination for the Contractor's failure to provide satisfactory contract performance, the Contractor will be entitled to receive compensation for Contract services satisfactorily performed by the Contractor and allocable to the Contract and accepted by the City Manager or his designee prior to such termination. However, an amount equal to all additional costs required to be expended by the City to complete the Work covered by the Contract, including costs of delay in completing the project, shall be either subtracted from any amount due or amount charged to the Contractor in the event the City Manager terminates the Contract.

Except as otherwise directed by the City Manager, or in the case of termination for default (in which event the Contractor may be entitled to cure, at the option of the City Manager), the Contractor shall stop work on the date of receipt of the notice or other date specified in the notice, place no further orders or subcontract for materials, services, or facilities except as are necessary for the completion of such portion of the work not terminated, and terminate all contractor and subcontracts and settle all outstanding liabilities and claims. *In the event that any termination for default shall be found to be improper or invalid by any court of competent jurisdiction, then such termination shall be deemed to have been a termination for convenience.*

13. Termination for Convenience:

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

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

14. Disclosure:

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

15. Miscellaneous:

15.1 Governing Law

The parties intend that this Contract and the relationship of the parties shall be governed by the laws of the State of Florida. Venue for any action arising out of this contract shall be in Okaloosa County Florida and no where else.

15.2 Severability

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

15.3 Sovereign Immunity

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

15.4 Construction

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

15.5 Jury Trial Waiver

CONTRACTOR AND CITY AGREE TO WAIVE THEIR RIGHTS TO A TRIAL BY JURY REGARDING ANY LAWSUIT INVOLVING THE INTERPRATION, CONSTRUCTION, ENFORCEMENT, OR GOVERNANCE OF THIS CONTRACT, AND FOR ANY LAWSUIT RELATED IN ANY WAY TO THIS CONTRACT OR FOR THE WORK PERFORMED PURSUANT TO THIS CONTRACT.

15.6 Attorney's Fees

In any dispute relating to this contract each party shall be responsible for their respective attorney's fees and costs.

15.7 Notices

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

designated by notice:

15.8 Public Records

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

- a) Keep and maintain public records that ordinarily and necessarily would be required by the City of Destin in order to perform the service.
- b) Provide the public with access to public records on the same terms and conditions that the City of Destin would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or as otherwise provided by law.
- c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
- d) Meet all requirements for retaining public records and transfer, at no cost, to the City of Destin all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the City of Destin in a format that is compatible with the information technology systems of the City of Destin.

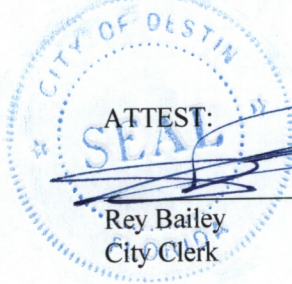
As to the City:

Lance A. Johnson
4200 Indian Bayou Trail
Destin, Florida 32541

As to the Contractor:

H&T Contractors, LLC
376 Ben King Road
Freeport, FL 32539

IN WITNESS WHEREOF, the City hereunto caused these presents to be subscribed and the Contractor has affixed their name and seal, this the 30TH day of SEPTEMBER, 2020.



ATTEST:

Rey Bailey
City Clerk

CITY OF DESTIN

By: Lance A. Johnson
Lance A. Johnson
City Manager

SEAL

As to Legal Form:

Kyle Bauman
Kyle Bauman, Esq.
City Attorney

H&T Contractors, LLC
CONTRACTOR:

By: Heather Bailey
(Signature)

Heather Bailey
(Printed Name)

Misty Shaw
Witness

Shirley Bishop
Witness

Its: MGRM
(Title)

EXHIBIT A – BID FORM

PART I Bid submitted by:

Company: H&T Contractors, LLC
Address: 376 Ben King Road
City & State: Freeport, Florida Zip Code: 32439
Telephone: (850) 835-0231 Fax: (850) 835-835-5123
Number of Years in Business: 12 Email: jerry@h-tcontractors.com

PART II Bidding RFB No. 20-11-PS, Miscellaneous Stormwater maintenance Continuing Services Contract:

Contractor shall provide proper signs and traffic control measures as per Florida Department of Transportation's Manual on Uniform Traffic Control Devices and the Florida Department of Transportation's Manual of Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways (aka Florida Green Book), current edition. All construction, methods of measurement, and basis of payment shall be in accordance with Division II and III of the Florida Department of Transportation Standards Specifications for Road and Bridge Construction (current edition), copies of which are available from the Florida Department of Transportation.

SERVICE DESCRIPTION AND SPECIFICATIONS

Item	Unit Price	Unit
Use of Vacuum Truck	\$ 275.00	Per hour
Use of Jet Truck	\$ 275.00	Per hour
Use of Combination Truck (jet & vacuum)	\$ 275.00	Per Hour
Video Inspection of Sewer lines and Manholes	\$ 250.00	Per Hour
Hourly rate for general stormwater services not described above	\$ 350.00	Per Hour
Disposal of waste material if not provided an area by the City	\$ 400.00	Per Load

Initials of Bidder: 

<i>Please identify other items or services not listed above.</i>		
Item	Unit Price	Unit
None		

Materials and Supplies will be billed at the contractor's wholesale price or contractor's wholesale price plus 0 %. 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.

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

Initials of Bidder: JS

in all respects fair and without collusion and fraud.

Signature and Certification:

Name and Title of Authorized Representative: John B. Irvin, IV - CFO

Signature: 

Date of Bid: 08/13/2020

Note: See RFB Section III (page 5), Bid Requirements, and attached all required information to Bid Form.

The City of Destin reserves the right to reject any and all Bids or portions thereof, to waive minor defects in the process and to accept the Bid or any combination of Bid Items or to take any other actions deemed by the City to be in the City's best interest. The City also reserves the right to assign additional work to the successful bidder based on their Bid proposal or negotiation as may be necessary to meet grant funding or completion requirements.

END OF BID FORM

Initials of Bidder: 

CONTRACT EXTENSION AGREEMENT

This agreement dated the First day of October 2021 is between the City of Destin, Florida ("City"), a Florida municipal corporation, of 4200 Indian Bayou Trail, Destin, Florida, 32541 and H&T Contractors, LLC. The purpose of this agreement is to extend for fifteen months a contract for services dated October 1, 2020 between the City of Destin and H&T Contractors, LLC to provide miscellaneous stormwater maintenance services for the City.

This is the **1st of 4** possible extensions.

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

Jury Trial Waiver:

CONTRACTOR AND CITY AGREE TO WAIVE THEIR RIGHTS TO A TRIAL BY JURY REGARDING ANY LAWSUIT INVOLVING THE INTERPRATION, CONSTRUCTION, ENFORCEMENT, OR GOVERNANCE OF THIS CONTRACT, AND FOR ANY LAWSUIT RELATED IN ANY WAY TO THIS CONTRACT OR FOR THE WORK PERFORMED PURSUANT TO THIS CONTRACT.

Public Records:

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

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

- Keep and maintain public records that ordinarily and necessarily would be required by the City of Destin in order to perform the service.
- Shall immediately provide the City Clerk for the City with any documents requested by the Clerk in response to a public records request.
- Provide the public with access to public records on the same terms and conditions that the City of Destin would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or as otherwise provided by law.
- Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.

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

- Meet all requirements for retaining public records and transfer, at no cost, to the City of Destin all public records in possession of the Contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the City of

Destin in a format that is compatible with the information technology systems of the City of Destin.

It is expressly agreed by the parties that this contract is an extension to the Contract dated October 1, 2020 and the original is made a part hereof as though expressly rewritten, incorporated, and included herein.

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

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

Witnesses:

City of Destin

(Signature)

By: _____
Lance Johnson
City Manager

(Signature)

ATTEST: _____
Rey Bailey
City Clerk

Witnesses:

H&T Contractors, LLC

(Signature)

By: _____
(Signature)

(Signature)

(Name & Title)

ATTEST: _____
(Signature)

(Name & Title)

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: September 7, 2021**TYPE OF AGENDA ITEM:** Consent Agenda**AGENDA OUTLINE NUMBER:** 6.E.**TO:** City Council**THRU:** Lance Johnson, City Manager
Webb Warren, Deputy City Manager
Krystal Strickland, Finance Director**FROM:** Michael Burgess, Public Services Director**DATE:** 08/06/2021**SUBJECT:** Miscellaneous Pest Control Services, authorization to renew contract

I. BACKGROUND: The Public Works Department has limited manpower and is not equipped nor licensed to perform pest control services. For these services, it becomes necessary to outsource the work to vendors who have the equipment, expertise and manpower. Florida Pest Control & Chemical Company has satisfactorily provided these services under the current miscellaneous pest control continuing services contract which was effective January 1, 2020.

II. DISCUSSION: The signing of this contract extension by the City in no way guarantees the City will, nor obligates the City to, expend its funds. It merely authorizes the City to utilize the contractor if funds are allocated by Council.

The City's current pest control contract has been included as ATT1 with the FY22 extension included as ATT2. It has been suggested that the City's Continuing Services contracts be renewed for fifteen months during this cycle so that our contract year would not coincide with our fiscal year.

A. Link to Strategic Goals / Objectives: Strategic Goals 2026:

6. Effective, efficient and aesthetically pleasing infrastructure

B. Effect on Budget (EOB): Pest Control Services are charged at a flat monthly rate per facility. If all facilities are visited, this can be up to \$191/month for regularly scheduled control (or \$2292/year). After the FY 2022 Budget is adopted and the new fiscal year opens, staff will encumber \$2292 for pest control contracted services.

Encumbr	Florida Pest Control V. 204	FY 2022 Encumbrance		
Line#	location	org	monthly	annual
1	City Hall & Maint Bldg	0151324 Fac Maint	\$ 25.00	\$ 300.00
2	Annex 1/3 Comm Dev	0151324 Comm Dev	6.67	80.00
2	Annex 1/3 Code Compliance	0152142 Code Compl	6.67	80.00
2	Annex 1/3 Building Dept	11152441 Bldg Dept	6.67	80.00
3	EOC and Sheriff's Office	0152140 Public Safety	29.00	348.00
4	Library	0157180 Library	18.00	216.00
5	Buck Destin, Clement Taylor, Joes, Museum	0157283 Parks	33.00	396.00
6	Morgans Main & Restrooms	0157284 Morgans	14.00	168.00
7	Community Center	0157587 Com Ctr	20.00	240.00
8	Leonard Destin	0157233 FDEP Leonard	11.00	132.00
9	June White Decker & Crystal	0157291 TDC Beach	21.00	252.00
			\$ 191.00	\$ 2,292.00

	0151324	0151324	0152142		0152140		0153951	0154160
	GEN GOV	COMM	CODE	11152441	PUBLIC	0153950	PHYS	PUBLIC
	MAINT	DEV	COMPL	BLDG	SAFETY	CEMETERY	ENVR	WORKS
546000								
Repairs and Maintenance	\$ 22,700	\$ 4,343	\$ 4,343	\$ 4,343	\$ 1,500	\$ 660	\$ 3,000	\$ 50,000
FY22 Tentative Budget	22,700	4,343	4,343	4,343	1,500	660	3,000	50,000
Internal Transfer	-	-	-	-	-	-	-	-
Previous Expenses/Encumbrances	-	-	-	-	-	-	-	-
Available Program Budget	22,700	4,343	4,343	4,343	1,500	660	3,000	50,000
This Agreement +(-)	(300)	(80)	(80)	(80)	(348)			
FY22 Remaining Program Budget	\$ 22,400	\$ 4,263	\$ 4,263	\$ 4,263	\$ 1,152	\$ 660	\$ 3,000	\$ 50,000

	0154183	0157180	0157283	0157284	0157587	0157233	0157291	
	MEDIAN	LIBRARY	PARKS	MORGANS	COM CTR	FDEP	TDC	FY2022
	MAINT					Leonard	BEACH	BUDGET
546000								
Repairs and Maintenance	\$ 3,000	\$ 17,910	\$ 6,000	\$ 4,000	\$ 23,000	\$ 1,500	\$ 17,500	\$ 163,799
FY22 Tentative Budget	3,000	17,910	6,000	4,000	23,000	1,500	17,500	163,799
Internal Transfer	-	-	-	-	-	-	-	-
Previous Expenses/Encumbrances	-	-	-	-	-	-	-	-
Available Program Budget	3,000	17,910	6,000	4,000	23,000	1,500	17,500	163,799
This Agreement +(-)		(216)	(396)	(168)	(240)	(132)	(252)	(2,292)
FY22 Remaining Program Budget	\$ 3,000	\$ 17,694	\$ 5,604	\$ 3,832	\$ 22,760	\$ 1,368	\$ 17,248	\$ 161,507

C. Level of Service (LOS): No change to the level of service. Core services and frequencies will remain the same as provided in former years. Staff has been pleased with the levels of service and responsiveness provided by Florida Pest Control.

III. CONCLUSION: This action allows for the second of four possible contract extensions for the City's miscellaneous pest control services provider.

IV. RECOMMENDED MOTION: I move that the contract for miscellaneous pest control services be extended for fifteen months from October 1, 2021 to December 31, 2022 with Florida Pest Control & Chemical Company and authorize the City Manager to execute the contract extension on behalf of the City.

Attachments:

ITEM # 2021-3877

1. ATT 1: Florida Pest Control _
Chemical Company FY19-FY20
Contract
2. ATT2: Florida Pest Control &
Chemical Company Contract
Extension FY22

CITY OF DESTIN, FLORIDA

CONTRACT

MISCELLANEOUS PEST CONTROL CONTINUING SERVICES CONTRACT

On December 2, 2019, THE CITY COUNCIL OF THE CITY OF DESTIN, FLORIDA, herein referred to as the **City**, accepted the bid of Florida Pest Control and Chemical Company, herein referred to as the **Contractor**, to supply miscellaneous pest control services for City properties. The Contractor's Cost Schedule for the terms of their engagement is included in their entirety by reference at Exhibit "A" and as completely as if incorporated herein.

TERMS AND CONDITIONS OF CONTRACT FOR THE MISCELLANEOUS PEST CONTROL CONTINUING SERVICES CONTRACT:

1. Entire Contract:

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

2. Intent of Contract:

This Contract is for supplying the City with all applicable pest control work for City properties. The Scope of Work, herein referred to as the **Work**, encompasses the foregoing and all descriptive work components described within Exhibit "A".

3. Term of Contract and Time Extensions:

This contract will be in effect from January 1, 2020 through September 30, 2020 and is for supplying the City with miscellaneous pest control services.

4. Time for Performance:

The Contractor agrees to provide pest control services for the satisfactory approval and acceptance by the City.

5. Compensation:

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

a. Requests for Compensation (Invoices) shall be accompanied by the following:

1. A description of the Work performed and a copy of email (or similar) that initiated said Work;
2. An itemized list of goods or services to include materials, flat fees, billable man-hours with rates, and any other payable items identified in Exhibit "A"; and
3. Dates when these services were performed and the names of Contractor's staff who performed billable Work.

6. Changes in the Work:

The City shall have the right at any time during the progress of the Work to increase or decrease the Work. Promptly after having been notified of a change, the Contractor shall submit an itemized estimate of any costs and/or time increases or savings it foresees as a result of the change. No additions or changes to the Work shall be made except upon written order of the City and the City shall not be liable to Contractor for any increased compensation without such written order.

7. Insurance:

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

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

8. Indemnification:

Contractor shall indemnify, defend, save, and hold the City, its agents, officers and employees, harmless of and from any losses, fines, penalties, costs, damages, claims, demands, suits, and liabilities of any nature, including reasonable attorney's fees (including regulatory and appellate fees), arising out of, because of, or due to any accidents arising in any manner on account of the exercise or attempted exercise of Contractor's rights hereunder whether the same regards person or property of any nature whatsoever, regardless of the apportionment of negligence, unless due to the sole negligence of the City.

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

9. Licensing:

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11. Performance of Work/Responsibilities:

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situations. The Contractor shall commence work in a reasonable length of time and shall complete the work in an expeditious manner. In emergency situations, the Contractor shall endeavor to commence work immediately. All work shall be done under the supervision of the City's Public Services Director or designated representative. The performance of Work and responsibilities hereto are outlined and made a part hereof as identified in Exhibit "A".

12. Termination for Default:

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

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

Upon Contract termination for the Contractor's failure to provide satisfactory contract performance, the Contractor will be entitled to receive compensation for Contract services satisfactorily performed by the Contractor and allocable to the Contract and accepted by the City Manager or his designee prior to such termination. However, an amount equal to all additional costs required to be expended by the City to complete the Work covered by the Contract, including costs of delay in completing the project, shall be either subtracted from any amount due or amount charged to the Contractor in the event the City Manager terminates the Contract.

Except as otherwise directed by the City Manager, or in the case of termination for default (in which event the Contractor may be entitled to cure, at the option of the City Manager), the Contractor shall stop work on the date of receipt of the notice or other date specified in the notice, place no further orders or subcontract for materials, services, or facilities except as are necessary for the completion of such portion of the work not terminated, and terminate all contractor and subcontracts and settle all outstanding liabilities and claims.

In the event that any termination for default shall be found to be improper or invalid by any court of competent jurisdiction, then such termination shall be deemed to have been a termination for convenience.

13. Termination for Convenience:

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

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

14. Disclosure:

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

15. Miscellaneous:

15.1 Governing Law

The parties intend that this Contract and the relationship of the parties shall be governed by the laws of the State of Florida. Venue for any action arising out of this contract shall be in Okaloosa County Florida and no where else.

15.2 Severability

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

15.3 Sovereign Immunity

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

15.4 Construction

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

15.5 Jury Trial Waiver

CONTRACTOR AND CITY AGREE TO WAIVE THEIR RIGHTS TO A TRIAL BY JURY REGARDING ANY LAWSUIT INVOLVING THE INTERPRATION, CONSTRUCTION, ENFORCEMENT, OR GOVERNANCE OF THIS CONTRACT, AND FOR ANY LAWSUIT RELATED IN ANY WAY TO THIS CONTRACT OR FOR THE WORK PERFORMED PURSUANT TO THIS CONTRACT.

15.6 Attorney's Fees

In any dispute relating to this contract each party shall be responsible for their respective attorney's fees and costs.

15.7 Notices

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

designated by notice:

15.8 Public Records

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

- a) Keep and maintain public records that ordinarily and necessarily would be required by the City of Destin in order to perform the service.
- b) Provide the public with access to public records on the same terms and conditions that the City of Destin would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or as otherwise provided by law.
- c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
- d) Meet all requirements for retaining public records and transfer, at no cost, to the City of Destin all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the City of Destin in a format that is compatible with the information technology systems of the City of Destin.

As to the City:

Lance Johnson
4200 Indian Bayou Trail
Destin, Florida 32541

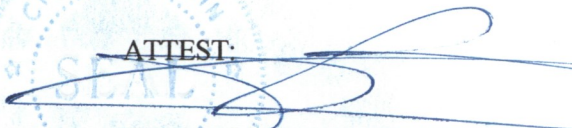
As to the Contractor:

Florida Pest Control and Chemical Company
34 Hollywood Blvd SW
Fort Walton Beach, FL 32548

IN WITNESS WHEREOF, the City hereunto caused these presents to be subscribed and the Contractor has affixed their name and seal, this the 19th day of DECEMBER, 2019.

ATTEST:

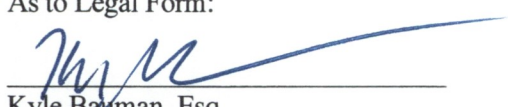
CITY OF DESTIN


Rey Bailey
City Clerk

By: 
Lance Johnson
City Manager

SEAL

As to Legal Form:


Kyle Bauman, Esq.
City Attorney

Florida Pest Control and Chemical Company
CONTRACTOR:

By: Jeffrey Engeldinger
(Signature)

Jeffrey Engeldinger
(Printed Name)

Kirk C. W. [Signature]
Witness

Jeffrey M. Stem
Witness

Its: Branch Manager
(Title)

EXHIBIT A

CITY OF DESTIN, FLORIDA REQUEST FOR BIDS (RFB) NO. 19-10-PW MISCELLANEOUS PEST CONTROL CONTINUING SERVICES CONTRACT

PART I Bid submitted by:

Company: Florida Pest Control + Chemical Co.

Address: 34 Hollywood Blvd S.W.

City & State: Fort Walton Beach FL Zip Code: 32548

Telephone: () 850-243-7166 E-mail: _____ Fax: () 850-243-1643

Number of Years in Business: 70 Contact Name Jeff Engeldinger

PART II Bidding RFB No. 19-10-PW, MISCELLANEOUS PEST CONTROL CONTINUING SERVICES CONTRACT:

I. MONTHLY TREATMENT FOR CITY OWNED FACILITIES

1. The selected vendor will perform a monthly service treatment at each location to ensure pest control.
2. The selected vendor will perform an annual termite assessment at each location and treat each facility annually to ensure facilities are termite free.

<u>ITEM</u>	<u>MONTHLY PRICE PER FACILITY</u>
Buck Destin Park, 724 Legion Dr, approx 1,900 sf	\$ <u>5.00</u>
City Hall, 4200 Indian Bayou Trail, approx 15,000 sf	\$ <u>15.00</u>
City Hall Annex, 4100 Indian Bayou Trail, approx 12,000 sf	\$ <u>20.00</u>
Clement Taylor Park, 131 Calhoun Ave, approx 450 sf	\$ <u>8.00</u>
Community Center, 101 Stahlman Ave, approx 19,000 sf	\$ <u>20.00</u>
Emergency Operations Center, 4200 Indian Bayou Trail, approx 1500 sf	\$ <u>11.00</u>
Joes Bayou Boat Ramp, 750 Beach Dr, approx 600 sf	\$ <u>11.00</u>
June White Decker Park, 1950 Scenic 98, approx 800 sf	\$ <u>11.00</u>
Library, 150 Sibert Ave, approx 15,000 sf	\$ <u>18.00</u>
Morgan Sports Center, 3950 Indian Bayou Trail, approx 1500 sf	\$ <u>9.00</u>
Morgan Sports Center Bathrooms, 3950 Indian Bayou Trail, approx 500 sf	\$ <u>5.00</u>
Museum 102 Stahlman Ave, approx 5500 sf	\$ <u>9.00</u>
Maintenance Facility, 3949 Commons Dr, approx 12,000 sf	\$ <u>10.00</u>
Shores at Crystal Beach, 2966 Scenic Hwy 98, approx 800 sf	\$ <u>10.00</u>
Sheriff's Office, 106 Stahlman Ave, approx 6000 sf	\$ <u>18.00</u>

II. ANNUAL TREATMENT FOR CITY OWNED FACILITIES LISTED ABOVE

ANNUAL PRICE

Annual Termite Inspection for all facilities
Annual Termite Treatment cost for all facilities
Specialty calls for pests such as mice, rats, spiders, fleas, etc
Termite Bond

\$ NO COST PART OF SERVICE
\$ PRICED AS NEEDED
\$ INCLUDED
\$ PRICED WITH TREATMENT
IF NEEDED

Please list any additional costs not covered in this bid package:

Bed Bugs - Priced AS NEEDED

\$ _____
\$ _____
\$ _____

To ensure responsiveness, submit this form and the mandatory information listed in Sections III and IV.

PART III Certifications:

In accordance with your request for Bids, instructions and specifications, attached hereto, and subject to all conditions thereof, I(we), the undersigned, hereby propose and agree if this Bid is accepted, to contract with the City of Destin, Florida to construct any items or furnish any service requested herein and deliver same without additional cost to the City of Destin at the specified location for the quotations listed above.

The undersigned further declares that he/she has carefully examined the specifications referenced on this Bid Form and is thoroughly familiar with them and their provision(s). He further declares that no other person than the Bidder herein named has any interest in this Bid or in the contract to be executed, and that it is made without any connection with any other person(s) making Bid for the same articles, and it is in all respects fair and without collusion and fraud.

Signature and Certification:

Name and Title of Authorized Representative: Jeffrey Engeldinger Branch Manager
(Print or Type)
Signature: Jeffrey Engeldinger
Date of Bid: 11-07-2019

Note: See RFB Section III, Bid Requirements, and attach all required information to Bid form.

The City of Destin reserves the right to reject any and all Bids or portions thereof, to waive minor defects in the process and to accept the Bid or any combination of Bid Items or take any other actions deemed by the City to be in the City's best interest. The City also reserves the right to assign additional work to the successful Bidder based upon their Bid proposal or negotiation as may be necessary to meet grant funding or completion requirements.

END OF BID FORM



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/11/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Edgewood Partners Insurance Center 200 Glenridge Point Parkway Suite 400 Atlanta GA 30342	CONTACT NAME: Certificate Unit PHONE (A/C, No, Ext): 404-439-8000 E-MAIL: certificate@epicbrokers.com ADDRESS: certificate@epicbrokers.com	FAX (A/C, No): 404-439-8001
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A : ACE American Insurance Company		22667
INSURER B : Old Republic Insurance Company		24147
INSURER C : ACE Property & Casualty Insurance Company		20699
INSURER D : Zurich American Insurance Company		16535
INSURER E :		
INSURER F :		

COVERAGES

CERTIFICATE NUMBER: 2120662778

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☒ PRO-JECT ☒ LOC OTHER:		OGLG27240331	10/1/2019	10/1/2020	EACH OCCURRENCE \$ 5,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 5,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 5,000,000 GENERAL AGGREGATE \$ 5,000,000 PRODUCTS - COMP/OP AGG \$ 5,000,000 \$
B	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY		MWTB314124-19	10/1/2019	10/1/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	☐ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☒ RETENTION \$ 10,000		XOOG27233420	10/1/2019	10/1/2020	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N ☒ N N/A		MWC314123-19	10/1/2019	10/1/2020	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 2,000,000 E.L. DISEASE - EA EMPLOYEE \$ 2,000,000 E.L. DISEASE - POLICY LIMIT \$ 2,000,000
A D	Errors & Omissions Liability Crime/Client Coverage		OGLG27240331 CRM015168302	10/1/2019 10/1/2019	10/1/2020 10/1/2020	Each Incident/Agg 5,000,000 Each Occurrence 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

All Locations & Operations.

City of Destin, to the extent required by written contract, is an additional insured.

CERTIFICATE HOLDER**CANCELLATION**City of Destin
4100 Indian Bayou Trail Road
Destin FL 32541

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
As required by written contract	As required by written contract

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

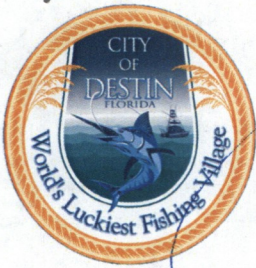
If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.



Public Works Department

4200 Indian Bayou Trail | Destin, FL 32541 | Phone: 850-837-6869 | Fax: 850-837-9693 | www.cityofdestin.com

December 5, 2019

Florida Pest Control & Chemical Company
34 Hollywood Boulevard SW
Fort Walton Beach, FL 32548

SUBJECT: Contract Award

Congratulations on being selected to provide Pest Control Services for the City of Destin! I have enclosed the contract approved by City Council on December 2, 2019. Please sign in the locations at the bottom of the document and forward both originals along with your current Certificate of Insurance back to my office. We will gather the additional signatures and return an original of the completed document to your office.

Please ensure you obtain **three different signatures** as required.

If you need additional information or would like to contact me concerning this matter, you may reach me at 850-837-6869 or at mburgess@cityofdestin.com.

Sincerely,

Michael G. Burgess MS, PH, CSM, CFM
Director of Public Works
City of Destin, FL

Attachment:
Contract - 2 Originals





INTEROFFICE ROUTING SHEET

From: Erica Eliason	Department Public Services	Initials ee	Date 12/13/2019
Subject: Florida Pest Control Continuing Services Contract		Date Needed: ☐ URGENT asap	
To: (Name, Department) Michael Burgess, PS Director 1.	Initials MB	Date 12/16/19	☒ Approval
			☒ Signature Required
Lance Johnson, CM 2.	JLJ	12/19	Action Required
			Comment/Recommendation
			Read and File
3.			Other _____
Remarks (Explanations, further instruction, questions, etc.) We have attached the continuing services contract for Florida Pest Control. Contract approved by the city attorney.			
Response From:		☒ Approved	
		☐ See Me	
		☐ Action Needed	
		☐ Comment/Recommendation	
		☐ Investigate	
		☐ Prepare Response	
		☐ Read and File	
		☐ Other _____	

CONTRACT EXTENSION AGREEMENT

This agreement dated the First day of October 2021 is between the City of Destin, Florida (“City”), a Florida municipal corporation, of 4200 Indian Bayou Trail, Destin, Florida, 32541 and Florida Pest Control & Chemical Company (“Contractor”). The purpose of this agreement is to extend for fifteen months a contract for pest control services dated December 19, 2020 between the City of Destin and Florida Pest Control & Chemical Company to provide miscellaneous pest control services for the City.

This represents the **2nd of 4** possible contract extensions.

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

Jury Trial Waiver:

CONTRACTOR AND CITY AGREE TO WAIVE THEIR RIGHTS TO A TRIAL BY JURY REGARDING ANY LAWSUIT INVOLVING THE INTERPRATION, CONSTRUCTION, ENFORCEMENT, OR GOVERNANCE OF THIS CONTRACT, AND FOR ANY LAWSUIT RELATED IN ANY WAY TO THIS CONTRACT OR FOR THE WORK PERFORMED PURSUANT TO THIS CONTRACT.

Public Records:

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

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

- Keep and maintain public records that ordinarily and necessarily would be required by the City of Destin in order to perform the service.
- Shall immediately provide the City Clerk for the City with any documents requested by the Clerk in response to a public records request.
- Provide the public with access to public records on the same terms and conditions that the City of Destin would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or as otherwise provided by law.
- Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.

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

- Meet all requirements for retaining public records and transfer, at no cost, to the City of Destin all public records in possession of the Contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the City of Destin in a format that is compatible with the information technology systems of the City of Destin.

It is expressly agreed by the parties that this contract is an extension to the Contract dated December 19, 2019 and the original is made a part hereof as though expressly rewritten, incorporated, and included herein.

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

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

Witnesses:

City of Destin

(Signature)

By: _____
Lance A. Johnson
City Manager

(Signature)

ATTEST: _____
Rey Bailey
City Clerk

Witnesses:

Florida Pest Control & Chemical Company

(Signature)

By: _____
(Signature)

(Signature)

(Name & Title)

ATTEST: _____
(Signature)

(Name & Title)

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: September 7, 2021**TYPE OF AGENDA ITEM:** Consent Agenda**AGENDA OUTLINE NUMBER:** 6.F.**TO:** City Council**THRU:** Lance Johnson, City Manager
Webb Warren, Deputy City Manager
Krystal Strickland, Finance Director**FROM:** Michael Burgess, Public Services Director**DATE:** 08/10/2021**SUBJECT:** Miscellaneous Generator Maintenance Services, authorization to renew contract, price increase

I. BACKGROUND: The Public Works Department has limited manpower and is not equipped to perform major generator repairs. For these more involved projects, it is important that the City engages a vendor with the manpower, expertise and ability to perform warranty and non-warranty work on the City's generators. Metro Power has satisfactorily provided these services under the current miscellaneous generator continuing services contract which was effective January 1, 2020.

II. DISCUSSION: Metro Power has provided exceptional customer service this past year and has been quick to respond to any request made by City staff. MetroPower has requested an increase in the annual maintenance cost of each generator in the amount of \$115. This increase is equivalent to one labor hour per generator per year. Metropower cites challenges brought forth by the pandemic (wages and price increases for parts) and the additional service of transfer testing as necessitating these increases. It has been recommended that the renewal date for our continuing service contracts be extended to the close of the calendar year so they will not end or renew at the start of the fiscal year hence the fifteen month extension request.

A. Link to Strategic Goals / Objectives: Strategic Goals 2026:

6. Effective, efficient, and aesthetically pleasing infrastructure

B. Effect on Budget (EOB): An increase of \$115 per generator would bring our yearly total for routine services to \$3175. This yearly charge covers two semi-annual maintenance services.

Encumbrance	Metro Power (V.6258)	FY 2022 Encumbrance			
Line#	Location	org	Unit Price	Qty	annual
1	City Hall	0151324 Fac Maint	\$ 655	1.00	\$ 655
2	Maintenance Facility	0151324 Fac Maint	\$ 590	1.00	\$ 590
3	Annex 1/3 Com Dev	0151324 Com Dev	\$ 665	0.33	\$ 222
3	Annex 1/3 Code Comp	0152142 Code Comp	\$ 665	0.33	\$ 222
3	Annex 1/3 Bldg	11152441 Bldg	\$ 665	0.33	\$ 222
4	Sheriff's Office	0152140 Public Safety	\$ 590	1.00	\$ 590
5	Heritage Run Pump	0153951 Phys Envir	\$ 665	1.00	\$ 665
					\$ 3,165

	0151324	0151324	0152142		0152140		0153951	0154160
	GEN GOV	COMM	CODE	11152441	PUBLIC	0153950	PHYS	PUBLIC
	MAINT	DEV	COMPL	BLDG	SAFETY	CEMETERY	ENVIR	WORKS
546000	\$ 22,700	\$ 4,343	\$ 4,343	\$ 4,343	\$ 1,500	\$ 660	\$ 3,000	\$ 50,000
Repairs and Maintenance								
FY22 Tentative Budget	22,700	4,343	4,343	4,343	1,500	660	3,000	50,000
Internal Transfer	-	-	-	-	-	-	-	-
Previous Expenses/Encumbrances	(1,798)	(857)	(857)	(857)	(658)	-	(155)	-
Available Program Budget	20,902	3,486	3,486	3,486	842	660	2,845	50,000
This Agreement +(-)	(1,245)	(222)	(222)	(222)	(590)		(665)	
FY22 Remaining Program Budget	\$ 19,657	\$ 3,265	\$ 3,265	\$ 3,265	\$ 252	\$ 660	\$ 2,180	\$ 50,000

	0154183		0157284		0157233	0157291		
	MEDIAN	0157180	0157283	MORGAN	0157587	FDEP	TDC	FY2022
	MAINT	LIBRARY	PARKS	S	COMCTR	Leonard	BEACH	BUDGET
546000	\$ 3,000	\$ 17,910	\$ 6,000	\$ 4,000	\$ 23,000	\$ 1,500	\$ 17,500	\$ 163,799
Repairs and Maintenance								
FY22 Tentative Budget	3,000	17,910	6,000	4,000	23,000	1,500	17,500	163,799
Internal Transfer	-	-	-	-	-	-	-	-
Previous Expenses/Encumbrances	-	(1,854)	(4,256)	(2,793)	(1,538)	(287)	(562)	(16,471)
Available Program Budget	3,000	16,056	1,744	1,207	21,462	1,213	16,938	147,328
This Agreement +(-)	-	-	-	-	-	-	-	(3,165)
FY22 Remaining Program Budget	\$ 3,000	\$ 16,056	\$ 1,744	\$ 1,207	\$ 21,462	\$ 1,213	\$ 16,938	\$ 144,163

C. Level of Service (LOS): Continuity of Operations in the event of a hurricane or other event that severely affects power to City facilities. Identical service to former years with the addition of transfer testing for each of our five generators.

III. CONCLUSION: This action allows for a fifteen-month contract extension for the miscellaneous generator services provider.

IV. RECOMMENDED MOTION: I move that the contract extension for miscellaneous generator services be extended for fifteen months from October 1, 2021 to December 31, 2022 with Metro Power and authorize the City Manager to execute the contract extension on behalf of the City.

Attachments:

1. ATT1: METRO POWER LLC FY22 Contract Extension
2. ATT2: Metro Power 2019 - 2020 Generator Maintenance Contract

CONTRACT EXTENSION AGREEMENT

This agreement dated the First day of October 2021 is between the City of Destin, Florida (“City”), a Florida municipal corporation, of 4200 Indian Bayou Trail, Destin, Florida, 32541 and Metro Power (“Contractor”). The purpose of this agreement is to extend for fifteen months a contract for services dated December 31, 2022 between the City of Destin and Metro Power to provide miscellaneous generator maintenance services for the City.

This is the **2nd of 4** possible contract extensions.

Adjustment of “Exhibit A”: For this renewal, the annual cost for semi-annual maintenance will be increased by \$115 per generator as reflected below.

Location	Address	Annual Cost for Semi-Annual Maintenance
City Hall	4200 Indian Bayou Trail	\$665
City Hall Annex	4100 Indian Bayou Trail	\$665
Sheriff’s Office	107 Stahlman Avenue	\$590
Maintenance Facility	3949 Commons Drive	\$590
Heritage Run Pump	across from 754 Benning Dr	\$665

Billing Practices: During this and possible future contract extensions, the Contractor will provide two separate invoices for contracted services for each generator. One-half of the contract amount will be billed after the first service of the year (March) with the remainder after the second service (September).

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

Jury Trial Waiver:

CONTRACTOR AND CITY AGREE TO WAIVE THEIR RIGHTS TO A TRIAL BY JURY REGARDING ANY LAWSUIT INVOLVING THE INTERPRATION, CONSTRUCTION, ENFORCEMENT, OR GOVERNANCE OF THIS CONTRACT, AND FOR ANY LAWSUIT RELATED IN ANY WAY TO THIS CONTRACT OR FOR THE WORK PERFORMED PURSUANT TO THIS CONTRACT.

Public Records:

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

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

- Keep and maintain public records that ordinarily and necessarily would be required by the City of Destin in order to perform the service.
- Shall immediately provide the City Clerk for the City with any documents requested by the Clerk in response to a public records request.

- Provide the public with access to public records on the same terms and conditions that the City of Destin would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or as otherwise provided by law.
 - Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
- It is understood that final authorization for this Agreement must be made by the Destin City Council, and that either party may cancel this contract extension with 30 days written notice.
- Meet all requirements for retaining public records and transfer, at no cost, to the City of Destin all public records in possession of the Contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the City of Destin in a format that is compatible with the information technology systems of the City of Destin.

It is expressly agreed by the parties that this contract is an extension to the Contract dated December 19, 2019 and the original is made a part hereof as though expressly rewritten, incorporated, and included herein.

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

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

Witnesses:

(Signature)

(Signature)

Witnesses:

(Signature)

(Signature)

CITY OF DESTIN

By: _____
Lance A. Johnson
City Manager

ATTEST: _____
Rey Bailey
City Clerk

METRO POWER

By: _____
(Signature)

(Name & Title)

ATTEST:

(Signature)

(Name & Title)

CITY OF DESTIN, FLORIDA

CONTRACT

**MISCELLANEOUS GENERATOR MAINTENANCE SERVICES CONTINUING SERVICES
CONTRACT**

On December 2, 2019, THE CITY COUNCIL OF THE CITY OF DESTIN, FLORIDA, herein referred to as the **City**, accepted the bid of Metro Power, herein referred to as the **Contractor**, to supply miscellaneous generator maintenance services for City properties. The Contractor's Cost Schedule for the terms of their engagement is included in their entirety by reference at Exhibit "A" and as completely as if incorporated herein.

**TERMS AND CONDITIONS OF CONTRACT FOR THE MISCELLANEOUS GENERATOR
MAINTENANCE SERVICES CONTINUING SERVICES CONTRACT:**

1. Entire Contract:

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

2. Intent of Contract:

This Contract is for supplying the City with all applicable generator maintenance services work for City properties. The Scope of Work, herein referred to as the **Work**, encompasses the foregoing and all descriptive work components described within Exhibit "A".

3. Term of Contract and Time Extensions:

This contract will be in effect from January 1, 2020 through September 30, 2020 and is for supplying the City with miscellaneous generator maintenance services.

4. Time for Performance:

The Contractor agrees to provide generator maintenance services for the satisfactory approval and acceptance by the City.

5. Compensation:

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

a. Requests for Compensation (Invoices) shall be accompanied by the following:

1. A description of the Work performed and a copy of email (or similar) that initiated said Work;
2. An itemized list of goods or services to include materials, flat fees, billable man-hours with rates, and any other payable items identified in Exhibit "A"; and
3. Dates when these services were performed and the names of Contractor's staff who performed billable Work.

6. Changes in the Work:

The City shall have the right at any time during the progress of the Work to increase or decrease the Work. Promptly after having been notified of a change, the Contractor shall submit an itemized estimate of any costs and/or time increases or savings it foresees as a result of the change. No additions or changes to the Work shall be made except upon written order of the City and the City shall not be liable to Contractor for any increased compensation without such written order.

7. Insurance:

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

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

8. Indemnification:

Contractor shall indemnify, defend, save, and hold the City, its agents, officers and employees, harmless of and from any losses, fines, penalties, costs, damages, claims, demands, suits, and liabilities of any nature, including reasonable attorney's fees (including regulatory and appellate fees), arising out of, because of, or due to any accidents arising in any manner on account of the exercise or attempted exercise of Contractor's rights hereunder whether the same regards person or property of any nature whatsoever, regardless of the apportionment of negligence, unless due to the sole negligence of the City.

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

9. Licensing:

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

10. Cancellation:

This contract may be canceled by either party with a thirty day written notice and is contingent upon the annual appropriation by the City of legally available funds. City's obligation to pay the amount due hereunder in any fiscal year is contingent upon the appropriation by the City Council of legally available funds for the purposes set forth in this contract.

11. Performance of Work/Responsibilities:

For each task, the Contractor will be issued a work order by the City's Public Services Director or

designee. The Public Services Director or designee will issue verbal work orders only in emergency situations. The Contractor shall commence work in a reasonable length of time and shall complete the work in an expeditious manner. In emergency situations, the Contractor shall endeavor to commence work immediately. All work shall be done under the supervision of the City's Public Services Director or designated representative. The performance of Work and responsibilities hereto are outlined and made a part hereof as identified in Exhibit "A".

12. Termination for Default:

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

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

Upon Contract termination for the Contractor's failure to provide satisfactory contract performance, the Contractor will be entitled to receive compensation for Contract services satisfactorily performed by the Contractor and allocable to the Contract and accepted by the City Manager or his designee prior to such termination. However, an amount equal to all additional costs required to be expended by the City to complete the Work covered by the Contract, including costs of delay in completing the project, shall be either subtracted from any amount due or amount charged to the Contractor in the event the City Manager terminates the Contract.

Except as otherwise directed by the City Manager, or in the case of termination for default (in which event the Contractor may be entitled to cure, at the option of the City Manager), the Contractor shall stop work on the date of receipt of the notice or other date specified in the notice, place no further orders or subcontract for materials, services, or facilities except as are necessary for the completion of such portion of the work not terminated, and terminate all contractor and subcontracts and settle all outstanding liabilities and claims.

In the event that any termination for default shall be found to be improper or invalid by any court of competent jurisdiction, then such termination shall be deemed to have been a termination for convenience.

13. Termination for Convenience:

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

As to termination for convenience, after receipt of the date of termination, the Contractor shall stop all work as specified in the notice; place no further orders or subcontract for materials, services, or facilities except as are necessary for the completion of such portion of the Work not terminated; immediately transfer all documentation and paperwork for terminated work to the City; and terminate all contractors and subcontracts

and settle all outstanding liabilities and claims.

14. Disclosure:

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

15. Miscellaneous:

15.1 Governing Law

The parties intend that this Contract and the relationship of the parties shall be governed by the laws of the State of Florida. Venue for any action arising out of this contract shall be in Okaloosa County Florida and no where else.

15.2 Severability

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

15.3 Sovereign Immunity

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

15.4 Construction

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

15.5 Jury Trial Waiver

CONTRACTOR AND CITY AGREE TO WAIVE THEIR RIGHTS TO A TRIAL BY JURY REGARDING ANY LAWSUIT INVOLVING THE INTERPRATION, CONSTRUCTION, ENFORCEMENT, OR GOVERNANCE OF THIS CONTRACT, AND FOR ANY LAWSUIT RELATED IN ANY WAY TO THIS CONTRACT OR FOR THE WORK PERFORMED PURSUANT TO THIS CONTRACT.

15.6 Attorney's Fees

In any dispute relating to this contract each party shall be responsible for their respective attorney's fees and costs.

15.7 Notices

All notices under the Contract shall be in writing and shall be effective when mailed by certified mail, return

receipt requested, or when delivered personally, as provided hereafter, or to such other addresses as may be designated by notice:

15.8 Public Records

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

- a) Keep and maintain public records that ordinarily and necessarily would be required by the City of Destin in order to perform the service.
- b) Provide the public with access to public records on the same terms and conditions that the City of Destin would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or as otherwise provided by law.
- c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
- d) Meet all requirements for retaining public records and transfer, at no cost, to the City of Destin all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the City of Destin in a format that is compatible with the information technology systems of the City of Destin.

As to the City:

Lance Johnson
4200 Indian Bayou Trail
Destin, Florida 32541

As to the Contractor:

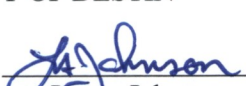
Metro Power
2303 US Highway 98 West #C
Santa Rosa Beach, FL 32559

IN WITNESS WHEREOF, the City hereunto caused these presents to be subscribed and the Contractor has affixed their name and seal, this the 19th day of DECEMBER, 2019.

ATTEST:

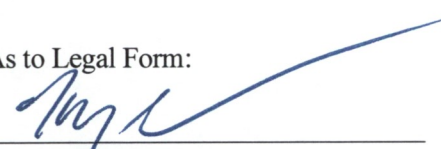

Key Bailey
City Clerk

CITY OF DESTIN

By: 
Lance Johnson
City Manager

SEAL

As to Legal Form:

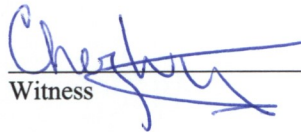

Kyle Bauman, Esq.
City Attorney

Metro Power
CONTRACTOR:

By: 
(Signature)

Franklin W. Perkins
(Printed Name)

Angela Fears
Witness


Witness

Its: Dept. Mang.
(Title)

EXHIBIT A

CITY OF DESTIN, FLORIDA
REQUEST FOR BIDS (RFB) NO. 19-12-PW
MISCELLANEOUS GENERATOR CONTINUING SERVICES CONTRACT

PART I Bid submitted by:

Company: MetroPower
Address: 2303 US Highway 98 West # C
City & State: Santa Rosa Beach, FL Zip Code: 32459
Telephone: (850) 622-4099 E-mail: frank.parker@metropower.com Fax: (850) 622-5199
Number of Years in Business: 40 Contact Name Frankie Parker

PART II Bidding RFB No. 19-12-PW, MISCELLANEOUS GENERATOR MAINTENANCE CONTINUING SERVICES, as follows:

I. SEMI ANNUAL SERVICE TREATMENT FOR CITY OWNED FACILITIES

1. Bidder must be a certified electrical contractor and provide documentation certifying qualification to work on GENERAC generators.
2. Service must include all manufacturers' recommended work at appropriate hourly levels
3. At a minimum the following must be accomplished:
 - a. Check and adjust engine oil levels as necessary
 - b. Check and adjust engine coolant levels as necessary
 - c. Check the natural gas delivery system and tighten connections as necessary
 - d. Check air inlets and outlets for debris and clean as necessary
 - e. Check the battery electrolyte levels and adjust as necessary
 - f. Check battery posts, cables and charger for loose connections and adjust as necessary
 - g. Check unit wiring for loose connections, corrosion, damage and replace as necessary
 - h. Check the engine accessory drive belts for wear, weather cracking, damage and replace as necessary
 - i. Visual inspection of the unit looking for leaks, wear, damage, loose connections or components, corrosion and correct if needed
 - j. Test the engine and transfer switch safety devices and adjust as necessary
 - k. Initiate and automatic start and transfer of the unit to site load and exercise noting any inconsistencies
 - l. Change oil, oil filter, and air filter as needed
 - m. Check engine spark plugs, clean and re-gap or replace as necessary
 - n. Run generator weekly for approximately 30 minutes at each location
 - o. Perform an annual load test each May to ensure units will operate facilities if power is lost
 - p. Return the unit to standby setup for operation when required

- q. Monitor software and alert Public Works when problems arise
4. List annual cost to perform semi-annual inspection for each generator at locations below:

City Hall, 4200 Indian Bayou Trail,	\$ 550. ⁰⁰
City Hall Annex, 4100 Indian Bayou Trail	\$ 550. ⁰⁰
Sheriff's Office, 112 Stahlman Ave	\$ 475. ⁰⁰
Maintenance Facility, 3949 Commons Dr	\$ 475. ⁰⁰
Heritage Run Pump Facility, across from 754 Benning Dr	\$ 550. ⁰⁰

5. Hourly cost for unscheduled service call \$ 115.⁰⁰

6. Materials and supplies will be billed at contractor's wholesale price or contractor's wholesale price plus 25 %. Preference may be given to contractors providing materials at cost. The contractor shall supply materials invoices upon request. The City reserves the right to purchase items if obtainable at a lower cost than can be provided by contractor to perform the requested work.

Please list any additional costs associated with the above services:

_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____

To ensure responsiveness, you must submit this form and the mandatory information listed in Sections III and IV.

PART III Certifications:

In accordance with your request for Bids, instructions and specifications, attached hereto, and subject to all conditions thereof, I(we), the undersigned, hereby propose and agree if this Bid is accepted, to contract with the City of Destin, Florida to construct any items or furnish any service requested herein and deliver same without additional cost to the City of Destin at the specified location for the quotations listed above.

The undersigned further declares that he/she has carefully examined the specifications referenced on this Bid Form and is thoroughly familiar with them and their provision(s). He further declares that no other person than the Bidder herein named has any interest in this Bid or in the contract to be executed, and that it is made without any connection with any other person(s) making Bid for the same articles, and it is in all respects fair and without collusion and fraud.

Signature and Certification:

Name and Title of Authorized Representative: Frankie Parker Department Mang.
(Print or Type)

Signature: [Signature]

Date of Bid: 11-7-2019

Note: See RFB Section III, Bid Requirements, and attach all required information to Bid form.

The City of Destin reserves the right to reject any and all Bids or portions thereof, to waive minor defects in the process and to accept the Bid or any combination of Bid Items or take any other actions deemed by the City to be in the City's best interest. The City also reserves the right to assign additional work to the successful Bidder based upon their Bid proposal or negotiation as may be necessary to meet grant funding or completion requirements.

END OF BID FORM



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/12/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Willis Towers Watson Midwest, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 37205191 USA	CONTACT NAME: Willis Towers Watson Certificate Center PHONE (A/C, No, Ext): 1-877-945-7378 FAX (A/C, No): 1-888-467-2378 E-MAIL ADDRESS: certificates@willis.com																					
INSURED MetroPower, Inc. 798 21st Avenue Albany, GA 31701	<table border="1"><thead><tr><th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr></thead><tbody><tr><td>INSURER A:</td><td>Zurich American Insurance Company</td><td>16535</td></tr><tr><td>INSURER B:</td><td>XL Specialty Insurance Company</td><td>37885</td></tr><tr><td>INSURER C:</td><td></td><td></td></tr><tr><td>INSURER D:</td><td></td><td></td></tr><tr><td>INSURER E:</td><td></td><td></td></tr><tr><td>INSURER F:</td><td></td><td></td></tr></tbody></table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	Zurich American Insurance Company	16535	INSURER B:	XL Specialty Insurance Company	37885	INSURER C:			INSURER D:			INSURER E:			INSURER F:		
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INSURER D:																						
INSURER E:																						
INSURER F:																						

COVERAGES

CERTIFICATE NUMBER: W14151221

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC OTHER:			GLO 0274483-01	01/01/2019	01/01/2020	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000
A	AUTOMOBILE LIABILITY ☒ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY			BAP 0274485-01	01/01/2019	01/01/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	☒ UMBRELLA LIAB ☒ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 10,000			US00081757LI19A	01/01/2019	01/01/2020	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☒ No	N/A	WC 0274487-01	01/01/2019	01/01/2020	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CANCELLATION

City of Destin 4200 Indian Bayou Trail Destin, FL 32541	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
---	---

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CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: September 7, 2021
TYPE OF AGENDA ITEM: Consent Agenda
AGENDA OUTLINE NUMBER: 6.G.

TO: City Council

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

FROM: Michael Burgess, Public Services Director

DATE: 08/11/2021

SUBJECT: Miscellaneous Fire Safety Equipment, authorization to renew contract

I. BACKGROUND: The Public Works Department is not equipped to perform security and fire safety monitoring and maintenance. It is necessary to outsource the work to vendors who have the equipment and manpower. B&C Fire Safety has satisfactorily provided these services under the current miscellaneous alarm/fire safety continuing services contract which was effective September 1, 2020.

II. DISCUSSION: The signing of this contract extension by the City in no way guarantees the City will, nor obligates the City to expend its funds. It merely authorizes the City to utilize the contractor if funds are allocated by Council. It has been recommended that this contract extension be for a fifteen-month period so that end date of the contract would not coincide with the end of the City's fiscal year.

A. Link to Strategic Goals / Objectives: Strategic Goals 2026:

6. Effective, efficient, and aesthetically pleasing infrastructure

B. Effect on Budget (EOB): Funding for Fire Safety Equipment is provided in the City's FY22 budget (151324-534000, Facilities Maintenance Contractual Services).

	0151324 GEN GOV MAINT	0151324 COMM DEV	0152142 CODE COMPL	11152441 BLDG	0152140 PUBLIC SAFETY	01533950 CEMETERY	0153951 PHY'S ENVIR	0154160 PUBLIC WORKS
546000 Repairs and Maintenance	\$ 22,700	\$ 4,343	\$ 4,343	\$ 4,343	\$ 1,500	\$ 660	\$ 3,000	\$ 50,000
FY22 Tentative Budget	22,700	4,343	4,343	4,343	1,500	660	3,000	50,000
Internal Transfer	-	-	-	-	-	-	-	-
Previous Expenses/Encumbrances	-	(80)	(80)	(80)	(348)	-	-	-
Available Program Budget	22,700	4,263	4,263	4,263	1,152	660	3,000	50,000
This Agreement +/-	(1,798)	(777)	(777)	(777)	(310)	-	(155)	-
FY22 Remaining Program Budget	\$ 20,902	\$ 3,486	\$ 3,486	\$ 3,486	\$ 842	\$ 660	\$ 2,845	\$ 50,000

	0154183 MEDIAN MAINT	0157180 LIBRARY	0157283 PARKS	0157284 MORGANS	0157587 COMCTR	0157233 FDEP Leonard	0157291 TDC BEACH	FY2022 BUDGET
546000 Repairs and Maintenance	\$ 3,000	\$ 17,910	\$ 6,000	\$ 4,000	\$ 23,000	\$ 1,500	\$ 17,500	\$ 163,799
FY22 Tentative Budget	3,000	17,910	6,000	4,000	23,000	1,500	17,500	163,799
Internal Transfer	-	-	-	-	-	-	-	-
Previous Expenses/Encumbrances		(216)	(396)	(168)	(240)	(132)	(252)	(2,292)
Available Program Budget	3,000	17,694	5,604	3,832	22,760	1,368	17,248	161,507
This Agreement +(-)		(1,638)	(3,860)	(2,625)	(1,238)	(155)	(310)	(14,479)
FY22 Remaining Program Budget	\$ 3,000	\$ 16,056	\$ 1,744	\$ 1,207	\$ 21,462	\$ 1,213	\$ 16,938	\$ 147,028

Encumbr	B & C Fire Safety (V.105)	FY 2022 Encumbrance		
Line#	location	org	Unite Price	Qty
1	City Hall, Maint Facility	0151324 Fac Maint	\$ 155	2.00
2	City Hall- Fire Sprinkler Semi Annual	0151324 Fac Maint	\$ 159	2.00
3	Gev Gov Blds Add'l Labor	0151324 Fac Maint	\$ 90	5.00
4	Gev Gov Blds Recharge, Replace extinguishers or misc parts	0151324 Fac Maint	\$ 720	1.00
5	Annex 1/3 Com Dev	0151324 Com Dev	\$ 780	0.33
5	Annex 1/3 Code Compl	0152142 Code Comp	\$ 780	0.33
5	Annex 1/3 Bldg	11152441 Bldg	\$ 780	0.33
6	Annex - Range Hood Semi-Annual	0151324 Com Dev	\$ 100	0.67
6	Annex - Range Hood Semi-Annual	0152142 Code Comp	\$ 100	0.67
6	Annex - Range Hood Semi-Annual	11152441 Bldg	\$ 100	0.67
7	Annex/Public Safety Bldgs Add'l Labor	0151324 Com Dev	\$ 90	1.00
7	Annex/Public Safety Bldgs Add'l Labor	0152142 Code Comp	\$ 90	1.00
7	Annex/Public Safety Bldgs Add'l Labor	11152441 Bldg	\$ 90	1.00
8	Annex/ Public Safety Bldgs Recharge, Replace extinguishers or misc parts	0151324 Com Dev	\$ 1,080	0.33
8	Annex/ Public Safety Bldgs Recharge, Replace extinguishers or misc parts	0152142 Code Comp	\$ 1,080	0.33
8	Annex/ Public Safety Bldgs Recharge, Replace extinguishers or misc parts	11152441 Bldg	\$ 1,080	0.33
7	EOC, Sheriff's Office	0152140 Public Safety	\$	

			155	2.00
10	Harbor Pump Station	0153951 Phys Envir	\$ 155	1.00
11	Library - Annual	0157180 Library	\$ 780	1.00
12	Library - Fire Sprinkler Semi-Annual	0157180 Library	\$ 159	2.00
13	Library Add'l Labor	0157180 Library	\$ 90	2.00
14	Library Recharge, Replace extinguishers or misc parts	0157180 Library	\$ 360	1.00
15	Community Center - Annual	0157587 Com Ctr	\$ 780	1.00
16	Community Center - Fire Sprinkler Semi-Annual	0157587 Com Ctr	\$ 159	2.00
17	Community Center - Rnage Hood Semi-Annual	0157587 Com Ctr	\$ 100	2.00
18	Crystal Beach, June White Decker	0157291 TDC Beach	\$ 155	2.00
19	Leonard Destin Park	0157233 FDEP Leonard	\$ 155	1.00
20	Clement Taylor Park, Museum, Joes Bayou, Little League Bathrooms	0157283 Parks	\$ 155	4.00
20	Morgans Main, Morgans Bathrooms	0157284 Morgans	\$ 155	3.00
21	Parks Add'l Labor	0157283 Parks	\$ 90	12.
21	Morgans Add'l Labor	0157284 Morgans	\$ 90	8.00
22	Parks Recharge, Replace extinguishers or misc parts	0157283 Parks	\$ 3,600	0.60
22	Morgans Recharge, Replace extinguishers or misc parts	0157284 Morgans	\$ 3,600	0.40
			\$ 18,012	62.

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

III. CONCLUSION: This action allows for a fifteen-month contract extension for the miscellaneous fire safety equipment services provider.

IV. RECOMMENDED MOTION: I move that the contract extension for miscellaneous fire safety equipment services be extended for fifteen months from October 1, 2021 to December 31, 2022 for B&C Fire Safety and authorize the City Manager to execute the contract extension on behalf of the City.

Attachments:

1. ATT1: B&C Misc. Fire Safety
Equipment Contract FY21
2. ATT2: B&C Fire Safety
contract ext FY22

CITY OF DESTIN, FLORIDA

CONTRACT

MISCELLANEOUS FIRE SAFETY EQUIPMENT CONTINUING SERVICES CONTRACT

On JULY 6, 2020, THE CITY COUNCIL OF THE CITY OF DESTIN, FLORIDA, herein referred to as the **City**, accepted the bid of B&C Fire Safety, herein referred to as the **Contractor**, to supply miscellaneous fire safety equipment services for certain City-owned and maintained properties. The Contractor's Cost Schedule for the terms of their engagement is included in their entirety by reference at Exhibit "A" and as completely as if incorporated herein.

TERMS AND CONDITIONS OF CONTRACT FOR THE MISCELLANEOUS FIRE SAFETY EQUIPMENT

1. Entire Contract:

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

2. Intent of Contract:

This Contract is for supplying the City with all applicable miscellaneous fire safety equipment services for specific 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 **September 1, 2020** through **September 30, 2021** and is for supplying the City with miscellaneous fire safety equipment services. Upon the agreeance of both parties, in each parties' sole discretion, this contract is eligible for up to four one-year renewals.

4. Time for Performance:

The Contractor agrees to provide miscellaneous fire safety equipment services to the satisfactory approval and acceptance by the City.

5. Compensation:

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

a. Requests for Compensation (Invoices) shall be accompanied by the following:

1. A description of the Work performed and a copy of the document (such as an email) that initiated said Work;
2. An itemized list of goods or services to include materials, flat fees, billable man-hours with rates, and any other payable items identified in Exhibit "A"; and
3. Dates when these services were performed and the names of Contractor's staff who performed billable Work.

6. Changes in the Work:

The City shall have the right at any time during the progress of the Work to increase or decrease the Work. Promptly after having been notified of a change, the Contractor shall submit an itemized estimate of any costs and/or time increases or savings it foresees as a result of the change. No additions or changes to the Work shall be made except upon written order of the City and the City shall not be liable to Contractor for any increased compensation without such written order.

7. Insurance:

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

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

8. Indemnification:

Contractor shall indemnify, defend, save, and hold the City, its agents, officers and employees, harmless of and from any losses, fines, penalties, costs, damages, claims, demands, suits, and liabilities of any nature, including reasonable attorney's fees (including regulatory and appellate fees), arising out of, because of, or due to any accidents arising in any manner on account of the exercise or attempted exercise of Contractor's rights hereunder whether the same regards person or property of any nature whatsoever, regardless of the apportionment of negligence, unless due to the sole negligence of the City.

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

9. Licensing:

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

10. Cancellation:

This contract may be canceled by either party with a thirty day written notice and is contingent upon the annual appropriation by the City of legally available funds. City's obligation to pay the amount due hereunder in any fiscal year is contingent upon the appropriation by the City Council of legally available funds for the purposes set forth in this contract.

11. Performance of Work/Responsibilities:

For each task, the Contractor will be issued a work order by the City's Public Works Director or

designee. The Public Works 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 Works Director or designated representative. The performance of Work and responsibilities hereto are outlined and made a part hereof as identified in Exhibit "A".

12. Termination for Default:

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

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

Upon Contract termination for the Contractor's failure to provide satisfactory contract performance, the Contractor will be entitled to receive compensation for Contract services satisfactorily performed by the Contractor and allocable to the Contract and accepted by the City Manager or his designee prior to such termination. However, an amount equal to all additional costs required to be expended by the City to complete the Work covered by the Contract, including costs of delay in completing the project, shall be either subtracted from any amount due or amount charged to the Contractor in the event the City Manager terminates the Contract.

Except as otherwise directed by the City Manager, or in the case of termination for default (in which event the Contractor may be entitled to cure, at the option of the City Manager), the Contractor shall stop work on the date of receipt of the notice or other date specified in the notice, place no further orders or subcontract for materials, services, or facilities except as are necessary for the completion of such portion of the work not terminated, and terminate all contractor and subcontracts and settle all outstanding liabilities and claims.

In the event that any termination for default shall be found to be improper or invalid by any court of competent jurisdiction, then such termination shall be deemed to have been a termination for convenience.

13. Termination for Convenience:

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

As to termination for convenience, after receipt of the date of termination, the Contractor shall stop all work as specified in the notice; place no further orders or subcontract for materials, services, or facilities except as are necessary for the completion of such portion of the Work not terminated; immediately transfer all documentation and paperwork for terminated work to the City; and terminate all contractors and subcontracts

and settle all outstanding liabilities and claims.

14. Disclosure:

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

15. Miscellaneous:

15.1 Governing Law

The parties intend that this Contract and the relationship of the parties shall be governed by the laws of the State of Florida. Venue for any action arising out of this contract shall be in Okaloosa County Florida and no where else.

15.2 Severability

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

15.3 Sovereign Immunity

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

15.4 Construction

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

15.5 Jury Trial Waiver

CONTRACTOR AND CITY AGREE TO WAIVE THEIR RIGHTS TO A TRIAL BY JURY REGARDING ANY LAWSUIT INVOLVING THE INTERPRATION, CONSTRUCTION, ENFORCEMENT, OR GOVERNANCE OF THIS CONTRACT, AND FOR ANY LAWSUIT RELATED IN ANY WAY TO THIS CONTRACT OR FOR THE WORK PERFORMED PURSUANT TO THIS CONTRACT.

15.6 Attorney's Fees

In any dispute relating to this contract each party shall be responsible for their respective attorney's fees and costs.

15.7 Notices

All notices under the Contract shall be in writing and shall be effective when mailed by certified mail, return

receipt requested, or when delivered personally, as provided hereafter, or to such other addresses as may be designated by notice:

15.8 Public Records

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

- a) Keep and maintain public records that ordinarily and necessarily would be required by the City of Destin in order to perform the service.
- b) Provide the public with access to public records on the same terms and conditions that the City of Destin would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or as otherwise provided by law.
- c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
- d) Meet all requirements for retaining public records and transfer, at no cost, to the City of Destin all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the City of Destin in a format that is compatible with the information technology systems of the City of Destin.

As to the City:

Lance Johnson
4200 Indian Bayou Trail
Destin, Florida 32541

As to the Contractor:

B&C Fire Safety, Inc.
823 Navy Street
Ft. Walton Beach, FL 32547

IN WITNESS WHEREOF, the City hereunto caused these presents to be subscribed and the Contractor has affixed their name and seal, this the 11TH day of AUGUST, 2020.

ATTEST

Rey Bailey
City Clerk

CITY OF DESTIN

By: Lance Johnson
Lance Johnson
City Manager

As to Legal Form:

Kyle Bauman
Kyle Bauman, Esq.
City Attorney

B&C Fire Safety, Inc.

receipt requested, or when delivered personally, as provided hereafter, or to such other addresses as may be designated by notice:

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- d) Meet all requirements for retaining public records and transfer, at no cost, to the City of Destin all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the City of Destin in a format that is compatible with the information technology systems of the City of Destin.

As to the City:

Lance Johnson
4200 Indian Bayou Trail
Destin, Florida 32541

As to the Contractor:

B&C Fire Safety, Inc.
823 Navy Street
Ft. Walton Beach, FL 32547

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

ATTEST:


Rey Bailey
City Clerk

SEAL

CITY OF DESTIN

By: 
Lance Johnson
City Manager

As to Legal Form:

Kyle Bauman, Esq.
City Attorney

B&C Fire Safety, Inc.

Karen Johnson
Witness

Dan D
Witness

CONTRACTOR:

By: [Signature]
(Signature)

ZACHARY HOUSLEY
(Printed Name)

Its: BUSINESS Dev. MGR
(Title)

EXHIBIT A

CITY OF DESTIN, FLORIDA REQUEST FOR BIDS (RFB) NO. 20-06-PS MISCELLANEOUS FIRE SAFETY CONTINUING SERVICES CONTRACT

PART I Bid submitted by:

Company: B&C Fire Safety, Inc.
Address: 823 Navy Street
City & State: Ft. Walton Beach, FL Zip Code: 32547
Telephone: (850) 226-9991 Email: zach@bcfiresafety.com
Number of Years in Business: 46 Contact Name Zach Housley

PART II Bidding RFB No. 20-06-PS, Miscellaneous Fire Safety Continuing Services Contract, as follows:

Selected bidder must be able to perform repairs and maintenance to existing fire equipment and fire suppression systems and capable of installing upgraded systems if requested.

<u>ITEM</u>	<u>PRICE</u>
1. Labor cost per hour for repairs	\$ <u>90.00</u>
2. Materials and supplies billed at contractor's price or contractor's price plus <u>15</u> %. Preference may be given to contractors providing materials at cost. Contractor must supply material invoices with pay requests.	
3. Cost for physically inspecting each building annually to identify Fire equipment and/or other fire safety related deficiencies such as exit lights, panic bars, fire alarm pull handles, emergency lights, fire extinguishers, etc. A detailed report for each facility will be required when submitting an invoice or pay item. Inspections will occur between <u>January 1 - February 28</u> each calendar year.	
Buck Destin Park	\$ <u>155.00</u>
City Hall Annex	\$ <u>780.00</u>
City Hall	\$ <u>155.00</u>
Clement Taylor Park	\$ <u>155.00</u>
Community Center	\$ <u>780.00</u>
Destin Elementary Bathrooms (next to track)	\$ <u>155.00</u>
Destin Museum	\$ <u>155.00</u>
Emergency Operations Center	\$ <u>155.00</u>

Harbor Pump Station	\$ <u>155.00</u>
Joe's Bayou Boat Ramp	\$ <u>155.00</u>
June White Decker Park	\$ <u>155.00</u>
Destin Library	\$ <u>780.00</u>
Morgan Sports Center (Main Bldg.)	\$ <u>155.00</u>
Morgan Sports Center (Bathrooms near Little League)	\$ <u>155.00</u>
Public Works Maintenance Facility	\$ <u>155.00</u>
Sheriff's Office	\$ <u>155.00</u>
Shores at Crystal Beach	\$ <u>155.00</u>

7. Cost for recharging an extinguisher

2.5# Fire extinguisher	\$ <u>21.00</u> ea.
5# Fire extinguisher	\$ <u>29.00</u> ea.
10# Fire extinguisher	\$ <u>35.00</u> ea.

8. Cost for replacing an extinguisher

2.5# Fire extinguisher	\$ <u>38.00</u> ea.
5# Fire extinguisher	\$ <u>59.00</u> ea.
10# Fire extinguisher	\$ <u>94.00</u> ea.

9. Semi-Annual Fire Sprinkler System Inspections (January & July each calendar year)

Community Center	\$ <u>159.00</u> ea. visit
Library	\$ <u>159.00</u> ea. visit

10. Semi-Annual Fire System in Range Hood Inspections (January & July each calendar year)

City Hall Annex	\$ <u>100.00</u> ea. visit
Community Center	\$ <u>100.00</u> ea. visit

11. Please list any other available services and costs associated to Miscellaneous Fire Safety:

_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____

CONTRACT EXTENSION AGREEMENT

This agreement dated the First day of October 2021 is between the City of Destin, Florida, a Florida municipal corporation, of 4200 Indian Bayou Trail, Destin, Florida, 32541 and B&C Fire Safety. The purpose of this agreement is to extend for fifteen months a contract for services effective October 1, 2020 between the City of Destin and B&C Fire Safety to provide miscellaneous fire safety equipment services for the City.

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

Jury Trial Waiver:

CONTRACTOR AND CITY AGREE TO WAIVE THEIR RIGHTS TO A TRIAL BY JURY REGARDING ANY LAWSUIT INVOLVING THE INTERPRATION, CONSTRUCTION, ENFORCEMENT, OR GOVERNANCE OF THIS CONTRACT, AND FOR ANY LAWSUIT RELATED IN ANY WAY TO THIS CONTRACT OR FOR THE WORK PERFORMED PURSUANT TO THIS CONTRACT.

Public Records:

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

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

- Keep and maintain public records that ordinarily and necessarily would be required by the City of Destin in order to perform the service.
- Shall immediately provide the City Clerk for the City with any documents requested by the Clerk in response to a public records request.
- Provide the public with access to public records on the same terms and conditions that the City of Destin would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or as otherwise provided by law.
- Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.

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

- Meet all requirements for retaining public records and transfer, at no cost, to the City of Destin all public records in possession of the Contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the City of

Destin in a format that is compatible with the information technology systems of the City of Destin.

It is expressly agreed by the parties that this contract is an extension to the Contract effective October 1, 2020 and the original is made a part hereof as though expressly rewritten, incorporated, and included herein. **This is the 1st of 4 possible extensions.**

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

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

Witnesses:

CITY OF DESTIN

(Signature)

By: _____
Lance Johnson
City Manager

(Signature)

ATTEST: _____
REY BAILEY
City Clerk

Witnesses:

B&C Fire Safety

(Signature)

By: _____
(Signature)

(Name & Title)

ATTEST:

(Signature)

(Signature)

Distribution: 1 Original to – City Clerk, Vendor
1 Copy to – PS, Fin, Attorney

(Name & Title)

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: September 7, 2021

TYPE OF AGENDA ITEM: Consent Agenda

AGENDA OUTLINE NUMBER: 6.H.

TO: City Council

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

FROM: Michael Burgess, Public Services Director

DATE: 08/10/2021

SUBJECT: Miscellaneous Mechanical Services, authorization to renew contract, price increase

I. BACKGROUND: The Public Works Department has limited manpower and is not equipped to perform mechanical services. For these more comprehensive projects, it is necessary to outsource the work to vendors who have the equipment, manpower and expertise. D&D has satisfactorily provided these services under the current miscellaneous mechanical continuing services contract which was effective October 1, 2018.

II. DISCUSSION: The signing of this contract renewal by the City in no way guarantees the City will, nor obligates the City to, expend its funds. It merely authorizes the City to utilize the contractor if funds are allocated by Council. D&D has requested to revise the unit price list as part of this renewal, those changes have been added to the body of ATT2. It has been suggested that this contract renewal be for fifteen months so that the ending date of the contract and end of the fiscal year are not simultaneous.

The following attachments have been provided:

ATT1: Original D&D Air Conditioning 2018 Contract

ATT2: D&D Mechanical contract extension FY22

A. Link to Strategic Goals / Objectives: Strategic Goals 2026:

6. Effective, efficient, and aesthetically pleasing infrastructure

B. Effect on Budget (EOB): Funding for this item is budgeted in the FY 2022 Tentative Operating Budget for Repairs and Maintenance (546000). Encumbrances will be made against the adopted FY 2022 budget as each work order is issued throughout the year. In accordance with our procurement policy, any work orders over \$15,000 will be brought before council before granting a notice to proceed.

	GEN GOV MAINT	0151324 COMM DEV	CODE COMPL	11152441 BLDG	PUBLIC SAFETY	0153950 CEMETERY	PHYS ENVIR	PUBLIC WORKS
546000 Repairs and Maintenance	\$ 22,700	\$ 4,343	\$ 4,343	\$ 4,343	\$ 1,500	\$ 660	\$ 3,000	\$ 50,000
FY22 Tentative Budget	22,700	4,343	4,343	4,343	1,500	660	3,000	50,000
Internal Transfer	-	-	-	-	-	-	-	-
Previous Expenses/Encumbrances	(3,043)	(1,078)	(1,078)	(1,078)	(1,248)	-	(820)	-
Available Program Budget	19,657	3,265	3,265	3,265	252	660	2,180	50,000
This Agreement +(-)	-	-	-	-	-	-	-	-
FY22 Remaining Program Budget	\$ 19,657	\$ 3,265	\$ 3,265	\$ 3,265	\$ 252	\$ 660	\$ 2,180	\$ 50,000

	0154183 MEDIAN MAINT	0157180 LIBRARY	0157283 PARKS	0157284 MORGANS	0157587 COMCTR	0157233 FDEP Leonard	0157291 TDC BEACH	FY2022 BUDGET
546000 Repairs and Maintenance	\$ 3,000	\$ 17,910	\$ 6,000	\$ 4,000	\$ 23,000	\$ 1,500	\$ 17,500	\$ 163,799
FY22 Tentative Budget	3,000	17,910	6,000	4,000	23,000	1,500	17,500	163,799
Internal Transfer	-	-	-	-	-	-	-	-
Previous Expenses/Encumbrances	-	(1,854)	(4,256)	(2,793)	(1,538)	(287)	(562)	(19,636)
Available Program Budget	3,000	16,056	1,744	1,207	21,462	1,213	16,938	144,163
This Agreement +(-)	-	-	-	-	-	-	-	-
FY22 Remaining Program Budget	\$ 3,000	\$ 16,056	\$ 1,744	\$ 1,207	\$ 21,462	\$ 1,213	\$ 16,938	\$ 144,163

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

III. CONCLUSION: This action allows for the fourth of four possible contract extensions for the miscellaneous mechanical services provider.

IV. RECOMMENDED MOTION: I move that the contract extension for miscellaneous mechanical services be extended for fifteen months from October 1, 2021 to December 31, 2022 for D&D Air Conditioning, Heating and Electrical Services Inc. and authorize the City Manager to execute the contract extension on behalf of the City.

Attachments:

1. ATT1: D&D Air Conditioning
2018 Original Contract
2. ATT2: D&D Mechanical contract
ext FY22

CITY OF DESTIN, FLORIDA

CONTRACT

**MISCELLANEOUS MECHANICAL SERVICES
CONTINUING SERVICES CONTRACT**

On October 1st, 2018 THE CITY COUNCIL OF THE CITY OF DESTIN, FLORIDA, herein referred to as the **City**, accepted the bid of D & D AIR CONDITIONING, HEATING & ELECTRICAL SERVICES herein referred to as the **Contractor**, to supply miscellaneous mechanical services for City properties. The Contractor's Cost Schedule for the terms of their engagement is included in their entirety by reference at Exhibit "A" and as completely as if incorporated herein.

TERMS AND CONDITIONS OF CONTRACT FOR THE MISCELLANEOUS MECHANICAL SERVICES CONTINUING SERVICES CONTRACT:

1. Entire Contract:

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

2. Intent of Contract:

This Contract is for supplying the City with all applicable miscellaneous mechanical services for City properties. The Scope of Work, herein referred to as the **Work**, encompasses the foregoing and all descriptive work components described within Exhibit "A".

3. Term of Contract and Time Extensions:

This contract will be in effect from October 1, 2018 through September 30, 2019 and is for supplying the City with miscellaneous mechanical services. This contract may be renewed, for one year increments, up to four times if mutually agreed upon by both parties in writing.

4. Time for Performance:

The Contractor agrees to provide miscellaneous mechanical services for the satisfactory approval and acceptance by the City.

5. Compensation:

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

6. Changes in the Work:

The City shall have the right at any time during the progress of the Work to increase or decrease the Work. Promptly after having been notified of a change, the Contractor shall submit an itemized estimate of any costs and/or time increases or savings it foresees as a result of the change. No additions or changes to the Work shall be made except upon written order of the City and the City shall not be liable to Contractor for any increased compensation without such written order.

7. Insurance:

Contractor shall, during the performance of the contract, maintain Worker's Compensation Insurance sufficient to secure benefits of the Florida Workmen's Compensation Law for all employees and any of the

work sublet to any vendor or subcontractor, Comprehensive General Liability Insurance, Auto Liability Insurance, Builder's Risk Insurance, all with companies and in the form and amounts acceptable to the City. Said certificates of insurance of contractor are attached hereto and made a part hereof by reference. If any part of the work is sublet, similar insurance shall be provided by and in behalf of any subcontractors.

7.1 Evidence of Insurance:

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

8. Indemnification:

Contractor shall indemnify, defend, save, and hold the City, its agents, officers and employees, harmless of and from any losses, fines, penalties, costs, damages, claims, demands, suits, and liabilities of any nature, including reasonable attorney's fees (including regulatory and appellate fees), arising out of, because of, or due to any accidents arising in any manner on account of the exercise or attempted exercise of Contractor's rights hereunder whether the same regards person or property of any nature whatsoever, regardless of the apportionment of negligence, unless due to the sole negligence of the City.

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

9. Licensing:

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

10. Cancellation:

This contract may be canceled by either party with a thirty day written notice and is contingent upon the annual appropriation by the City of legally available funds. City's obligation to pay the amount due hereunder in any fiscal year is contingent upon the appropriation by the City Council of legally available funds for the purposes set forth in this contract.

11. Performance of Work/Responsibilities:

For each task, the Contractor will be issued a work order by the City's Public Services Director or designee. The Public Services Director or designee will issue verbal work orders only in emergency situations. The Contractor shall commence work in a reasonable length of time and shall complete the work in an expeditious manner. In emergency situations, the Contractor shall endeavor to commence work immediately. All work shall be done under the supervision of the City's Public Services Director or designated representative. The performance of Work and responsibilities hereto are outlined and made a part hereof as identified in Exhibit "A".

12. Termination for Default:

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

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

Upon Contract termination for the Contractor's failure to provide satisfactory contract performance, the Contractor will be entitled to receive compensation for Contract services satisfactorily performed by the Contractor and allocable to the Contract and accepted by the City Manager or his designee prior to such termination. However, an amount equal to all additional costs required to be expended by the City to complete the Work covered by the Contract, including costs of delay in completing the project, shall be either subtracted from any amount due or amount charged to the Contractor in the event the City Manager terminates the Contract.

Except as otherwise directed by the City Manager, or in the case of termination for default (in which event the Contractor may be entitled to cure, at the option of the City Manager), the Contractor shall stop work on the date of receipt of the notice or other date specified in the notice, place no further orders or subcontract for materials, services, or facilities except as are necessary for the completion of such portion of the work not terminated, and terminate all contractor and subcontracts and settle all outstanding liabilities and claims. *In the event that any termination for default shall be found to be improper or invalid by any court of competent jurisdiction, then such termination shall be deemed to have been a termination for convenience.*

13. Termination for Convenience:

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

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

14. Disclosure:

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

15. Miscellaneous:

15.1 Governing Law

The parties intend that this Contract and the relationship of the parties shall be governed by the laws of the State of Florida. Venue for any action arising out of this contract shall be in Okaloosa County Florida and no where else.

15.2 Venue

Venue for any action arising out of this contract shall be in Okaloosa County, Florida, and nowhere else.

15.3 Mechanic's Liens

The Contractor shall indemnify and save harmless the City against all liens and claims of mechanics and materialman furnishing labor and materials in performance of this contract.

15.4 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.

15.5 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.

15.6 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.

15.7 Attorney's Fees

In any dispute relating to this contract each party shall be responsible for their own respective attorney's fees and costs, whether such action is brought at law, in equity, or via statute.

15.8 Public Records

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

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

- 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) Shall immediately provide the City Clerk for the City with any documents requested by the Clerk in response to a public records request.
- c) 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.
- d) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
- e) 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.

15.9 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.

15.10 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, Interim City Manager

4200 Indian Bayou Trail
Destin, Florida 32541

As to the Contractor:

D & D Air Conditioning, Heating & Electrical

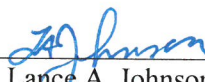
Services
P.O. Box 5239
Destin, Florida 32540

IN WITNESS WHEREOF, the City hereunto caused these presents to be subscribed and the Contractor has affixed their name and seal, this the 18th day of October, 2018.

ATTEST:

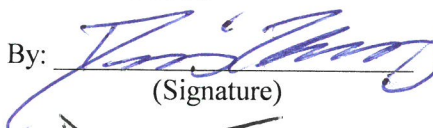
CITY OF DESTIN


Rey Bailey
City Clerk

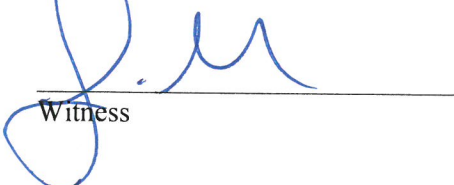
By: 
Lance A. Johnson
Interim City Manager

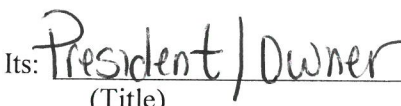
SEAL

D & D Air Conditioning, Heating & Electrical Services
CONTRACTOR:

By: 
(Signature)
Dennis Thomas
(Printed Name)


Witness


Witness

Its: 
(Title)

Bid Form Page 1

CITY OF DESTIN, FLORIDA
REQUEST FOR BIDS RFB No. 18-13-PS,
MISCELLANEOUS MECHANICAL SERVICES CONTINUING SERVICES CONTRACT
BID FORM

PART I Bid submitted by:

Company: D&D Air Conditioning, Heating & Electrical Services
 Address: PO Box 5239
 City & State: Destin, FL Zip Code: 32540
 Telephone: () (850) 650-3995 Fax: () (850) 650-4454 E-Mail admin@dndservices.com
 Number of Years in Business: 21 Years

PART II Bidding RFB No. 18-13-PS, Miscellaneous Mechanical Services Continuing Services Contract, as follows:

<u>ITEM</u>	<u>UNIT</u>	<u>UNIT PRICE</u>
1. Labor		
a. Mechanical Service Work per hour		\$ <u>65.00</u>
b. Additional labor costs per service call		\$ <u>35.00</u>
2. Materials and Supplies		
Materials and supplies will be billed at contractor's wholesale price or contractor's wholesale price plus <u>20</u> %. Preference may be given to contractors providing materials at cost. The contractor shall supply materials invoices upon request. The City reserves the right to purchase items if obtainable at a lower cost than can be provided by contractor to perform the requested work.		
3. Please list any additional costs associated with the above services and materials:		
<u>New R-22 Refrigerant (price per pound) NOTE: price varies with demand</u>		\$ <u>55.00</u>
<u>New 410A Refrigerant (price per pound)</u>		\$ <u>18.00</u>
<u>Refrigerant Recovery Fee (price per job) IF REQUIRED</u>		\$ <u>25.00</u>
<u>Vacuum Pump Fee (price per job) IF REQUIRED</u>		\$ <u>15.00</u>
<u>Torch Material (price per job) IF REQUIRED</u>		\$ <u>15.00</u>
<u>Trip Fee (price per job)</u>		\$ <u>35.00</u>
<u>System Maintenance - Filters, Belts, Cleaning Drain line (price per system)</u>		\$ <u>55.00</u>

To ensure responsiveness, you must submit this form and the mandatory information listed in Sections III and IV.

PART III Certifications:

In accordance with your request for Bids, instructions and specifications, attached hereto, and subject to all conditions thereof, I(we), the undersigned, hereby propose and agree if this Bid is accepted, to contract with the City of Destin, Florida to construct any items or furnish any service requested herein and deliver same without additional cost to the City of Destin at the specified location for the quotations listed above.

Bid Form Page 2

The undersigned further declares that he/she has carefully examined the specifications referenced on this Bid Form and is thoroughly familiar with them and their provision(s). He further declares that no other person than the Bidder herein named has any interest in this Bid or in the contract to be executed, and that it is made without any connection with any other person(s) making Bid for the same articles, and it is in all respects fair and without collusion and fraud.

Signature and Certification:

Name and Title of Authorized Representative: Dennis Thomas President/Owner

Signature:  (Print or Type)

Date of Bid: August 30, 2018

Note: See RFB Section III, Bid Requirements, and attach all required information to Bid form.

The City of Destin reserves the right to reject any and all Bids or portions thereof, to waive minor defects in the process and to accept the Bid or any combination of Bid Items or take any other actions deemed by the City to be in the City's best interest. The City also reserves the right to assign additional work to the successful Bidder based upon their Bid proposal or negotiation as may be necessary to meet grant funding or completion requirements.

END OF BID FORM

CONTRACT EXTENSION AGREEMENT

This Contract Extension Agreement (“Agreement”) dated the 1st day of October 2021 is between the City of Destin, Florida, a Florida municipal corporation, (the “City”) of 4200 Indian Bayou Trail, Destin, Florida, 32541, and D&D Air Conditioning, Heating and Electrical Services, Inc. (“D&D Air Conditioning”). The purpose of this Agreement is to extend for fifteen months a contract for services dated October 1, 2018 between the City of Destin and D&D Air Conditioning, to provide miscellaneous mechanical services for the City (the “Original Contract”).

It is expressly agreed by the parties that this Agreement is an extension to the Original Contract. Except as otherwise modified herein, the terms and conditions of the Original Contract are made a part hereof as though expressly rewritten, incorporated, and included herein, and these terms and conditions are fully enforceable by the parties. **This is the 4th of 4 possible extensions.**

D&D requested the unit prices in the contract’s original “Exhibit A” be revised and are approved as such.

1. Labor
 - a. Mechanical Service Work per hour **\$75**
 - b. Additional Labor Costs per Service Call **\$40**
2. Materials and Supplies
 - a. Materials and Supplies will be billed at contractor’s wholesale price or **contractor’s wholesale price plus 25%**. Preference may be given to contractors providing materials at cost. The contractor shall supply materials invoices upon request. The City reserves the right to purchase items if obtainable at a lower cost than can be provided by contractor to perform the requested work.
3. Please list any additional costs associated with the above services and materials:
 - a. New R-22 Refrigerant (price per pound) NOTE: Price varies with demand **\$95**
 - b. New 410A Refrigerant (price per pound) NOTE: Price varies with demand **\$25**
 - c. Refrigerant Recovery Fee (price per job) IF REQUIRED **\$30**
 - d. Vacuum Pump Fee (price per job) IF REQUIRED **\$20**
 - e. Torch Material (price per job) IF REQUIRED **\$20**
 - f. Trip Fee (price per job) **\$45**
 - g. System Maintenance – Filters, Belts, Cleaning Drain line (price per system) **\$80**

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

Jury Trial Waiver:

CONTRACTOR AND CITY AGREE TO WAIVE THEIR RIGHTS TO A TRIAL BY JURY REGARDING ANY LAWSUIT INVOLVING THE INTERPRATION, CONSTRUCTION, ENFORCEMENT, OR GOVERNANCE OF THIS CONTRACT, AND FOR ANY LAWSUIT RELATED IN ANY WAY TO THIS CONTRACT OR FOR THE WORK PERFORMED PURSUANT TO THIS CONTRACT.

Public Records:

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR’S DUTY TO PROVIDE PUBLIC

RECORDS RELATING TO THE CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT THE OFFICE OF THE CITY CLERK, (850) 837-4242, 4200 INDIAN BAYOU TRAIL, DESTIN, FLORIDA 32541, rbailey@cityofdestin.com

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

- Keep and maintain public records that ordinarily and necessarily would be required by the City of Destin in order to perform the service.
- Shall immediately provide the City Clerk for the City with any documents requested by the Clerk in response to a public records request.
- Provide the public with access to public records on the same terms and conditions that the City of Destin would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or as otherwise provided by law.
- Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.

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

- Meet all requirements for retaining public records and transfer, at no cost, to the City of Destin all public records in possession of the Contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the City of Destin in a format that is compatible with the information technology systems of the City of Destin.

It is understood that final authorization for this Agreement must be made by the Destin City Council, and that either party may cancel or terminate this Agreement in accordance with the provisions of the Original Contract.

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

Witnesses:

CITY OF DESTIN

(Signature)

By: _____
Lance Johnson
City Manager

(Signature)

ATTEST: _____
REY BAILEY
City Clerk

Witnesses:

D & D Air Conditioning, Heating and
Electrical Services

(Signature)

By: _____
(Signature)

(Name & Title)
ATTEST:

(Signature)

(Signature)

(Name & Title)

Distribution: 1 Original to – City Clerk, Vendor
1 Copy to – PS, Fin, Attorney

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: September 7, 2021
TYPE OF AGENDA ITEM: Consent Agenda
AGENDA OUTLINE NUMBER: 6.I.

TO: City Council

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

FROM: Michael Burgess, Public Services Director

DATE: 08/10/2021

SUBJECT: Miscellaneous Electrical Maintenance Services, authorization to renew contract

I. BACKGROUND: The Public Works Department has limited manpower and is not equipped to perform electrical services. For these more comprehensive projects, it is necessary to outsource the work to vendors who have the equipment, manpower and expertise. D&D Air Conditioning, Heating and Electrical Services Inc. has satisfactorily provided these services under the current miscellaneous electrical continuing services contract which was effective December 2, 2019.

II. DISCUSSION: The signing of this contract by the City in no way guarantees the City will, nor obligates the City to, expend its funds. It merely authorizes the City to utilize the contractor if funds are allocated by Council. It has been recommended that this contract extension be for a fifteen-month period to ensure that the end of the contract year does not coincide with the City's end of the fiscal year.

A. Link to Strategic Goals / Objectives: Strategic Goals 2026:

6. Effective, efficient, and aesthetically pleasing infrastructure

B. Effect on Budget (EOB): Funding for this item is budgeted in the FY 2022 Tentative Operating Budget for Repairs and Maintenance (546000). Encumbrances will be made against the adopted FY 2022 budget as each work order is issued throughout the year. In accordance with our Procurement Policy, any work orders for more than \$15,000 will be brought forth to Council for approval before encumbering and granting a notice to proceed.

ITEM # 2021-3881

	0151324 GEN GOV MAINT	0151324 COMM DEV	0152142 CODE COMPL	11152441 BLDG	0152140 PUBLIC SAFETY	0153950 CEMETERY	0153951 PHYS ENVIR	0154160 PUBLIC WORKS
546000 Repairs and Maintenance	\$ 22,700	\$ 4,343	\$ 4,343	\$ 4,343	\$ 1,500	\$ 660	\$ 3,000	\$ 50,000
FY22 Tentative Budget	22,700	4,343	4,343	4,343	1,500	660	3,000	50,000
Internal Transfer	-	-	-	-	-	-	-	-
Previous Expenses/Encumbrances	(3,043)	(1,078)	(1,078)	(1,078)	(1,248)	-	(820)	-
Available Program Budget	19,657	3,265	3,265	3,265	252	660	2,180	50,000
This Agreement +(-)	-	-	-	-	-	-	-	-
FY22 Remaining Program Budget	\$ 19,657	\$ 3,265	\$ 3,265	\$ 3,265	\$ 252	\$ 660	\$ 2,180	\$ 50,000

	0154183 MEDIAN MAINT	0157180 LIBRARY	0157283 PARKS	0157284 MORGANS	0157587 COM CTR	0157233 FDEP Leonard	0157291 TDC BEACH	FY2022 BUDGET
546000 Repairs and Maintenance	\$ 3,000	\$ 17,910	\$ 6,000	\$ 4,000	\$ 23,000	\$ 1,500	\$ 17,500	\$ 163,799
FY22 Tentative Budget	3,000	17,910	6,000	4,000	23,000	1,500	17,500	163,799
Internal Transfer	-	-	-	-	-	-	-	-
Previous Expenses/Encumbrances	-	(1,854)	(4,256)	(2,793)	(1,538)	(287)	(562)	(19,636)
Available Program Budget	3,000	16,056	1,744	1,207	21,462	1,213	16,938	144,163
This Agreement +(-)	-	-	-	-	-	-	-	-
FY22 Remaining Program Budget	\$ 3,000	\$ 16,056	\$ 1,744	\$ 1,207	\$ 21,462	\$ 1,213	\$ 16,938	\$ 144,163

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

III. CONCLUSION: This action allows for the second of four possible contract extensions for the miscellaneous electrical services provider.

IV. RECOMMENDED MOTION: I move that the contract for miscellaneous electrical services be extended for fifteen months from October 1, 2021 to December 31, 2022 for D&D Air Conditioning, Heating and Electrical Services Inc. and authorize the City Manager to execute the contract extension on behalf of the City.

Attachments:

1. ATT1: D&D Electrical Contract Extension FY22
2. ATT2: D&D Electrical Services Contract 2019

CONTRACT EXTENSION AGREEMENT

This agreement dated the First day of October 2021 is between the City of Destin, Florida ("City"), a Florida municipal corporation, of 4200 Indian Bayou Trail, Destin, Florida, 32541 and D&D Air Conditioning, Heating and Electrical Inc. The purpose of this agreement is to extend for fifteen months a contract for services dated December 2, 2019 between the City of Destin and D&D Air Conditioning, Heating and Electrical Inc. to provide miscellaneous electrical services for the City.

This is the **2nd of 4** possible extensions.

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

Jury Trial Waiver:

CONTRACTOR AND CITY AGREE TO WAIVE THEIR RIGHTS TO A TRIAL BY JURY REGARDING ANY LAWSUIT INVOLVING THE INTERPRATION, CONSTRUCTION, ENFORCEMENT, OR GOVERNANCE OF THIS CONTRACT, AND FOR ANY LAWSUIT RELATED IN ANY WAY TO THIS CONTRACT OR FOR THE WORK PERFORMED PURSUANT TO THIS CONTRACT.

Public Records:

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

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

- Keep and maintain public records that ordinarily and necessarily would be required by the City of Destin in order to perform the service.
- Shall immediately provide the City Clerk for the City with any documents requested by the Clerk in response to a public records request.
- Provide the public with access to public records on the same terms and conditions that the City of Destin would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or as otherwise provided by law.
- Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.

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

- Meet all requirements for retaining public records and transfer, at no cost, to the City of Destin all public records in possession of the Contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public

records disclosure requirements. All records stored electronically must be provided to the City of Destin in a format that is compatible with the information technology systems of the City of Destin.

It is expressly agreed by the parties that this contract is an extension to the Contract dated December 2, 2019 and the original is made a part hereof as though expressly rewritten, incorporated, and included herein.

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

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

Witnesses:

City of Destin

(Signature)

By: _____
Lance Johnson
City Manager

(Signature)

ATTEST: _____
Rey Bailey
City Clerk

Witnesses:

**D&D Air Conditioning, Heating and
Electrical Inc.**

(Signature)

By: _____
(Signature)

(Signature)

(Name & Title)

ATTEST: _____
(Signature)

(Name & Title)

CITY OF DESTIN, FLORIDA

CONTRACT

MISCELLANEOUS ELECTRICAL CONTINUING SERVICES CONTRACT

On December 2, 2019, THE CITY COUNCIL OF THE CITY OF DESTIN, FLORIDA, herein referred to as the **City**, accepted the bid of D & D Air Conditioning, Heating & Electrical Services, herein referred to as the **Contractor**, to supply miscellaneous electrical services for City properties. The Contractor's Cost Schedule for the terms of their engagement is included in their entirety by reference at Exhibit "A" and as completely as if incorporated herein.

TERMS AND CONDITIONS OF CONTRACT FOR THE MISCELLANEOUS ELECTRICAL CONTINUING SERVICES CONTRACT:

1. Entire Contract:

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

2. Intent of Contract:

This Contract is for supplying the City with all applicable electrical work for City properties. The Scope of Work, herein referred to as the **Work**, encompasses the foregoing and all descriptive work components described within Exhibit "A".

3. Term of Contract and Time Extensions:

This contract will be in effect from January 1, 2020 through September 30, 2020 and is for supplying the City with miscellaneous electrical services.

4. Time for Performance:

The Contractor agrees to provide electrical services for the satisfactory approval and acceptance by the City.

5. Compensation:

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

a. Requests for Compensation (Invoices) shall be accompanied by the following:

1. A description of the Work performed and a copy of email (or similar) that initiated said Work;
2. An itemized list of goods or services to include materials, flat fees, billable man-hours with rates, and any other payable items identified in Exhibit "A"; and
3. Dates when these services were performed and the names of Contractor's staff who performed billable Work.

6. Changes in the Work:

The City shall have the right at any time during the progress of the Work to increase or decrease the Work. Promptly after having been notified of a change, the Contractor shall submit an itemized estimate of any costs and/or time increases or savings it foresees as a result of the change. No additions or changes to the Work shall be made except upon written order of the City and the City shall not be liable to Contractor for any increased compensation without such written order.

7. Insurance:

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

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

8. Indemnification:

Contractor shall indemnify, defend, save, and hold the City, its agents, officers and employees, harmless of and from any losses, fines, penalties, costs, damages, claims, demands, suits, and liabilities of any nature, including reasonable attorney's fees (including regulatory and appellate fees), arising out of, because of, or due to any accidents arising in any manner on account of the exercise or attempted exercise of Contractor's rights hereunder whether the same regards person or property of any nature whatsoever, regardless of the apportionment of negligence, unless due to the sole negligence of the City.

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

9. Licensing:

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

10. Cancellation:

This contract may be canceled by either party with a thirty day written notice and is contingent upon the annual appropriation by the City of legally available funds. City's obligation to pay the amount due hereunder in any fiscal year is contingent upon the appropriation by the City Council of legally available funds for the purposes set forth in this contract.

11. Performance of Work/Responsibilities:

For each task, the Contractor will be issued a work order by the City's Public Services Director or designee. The Public Services Director or designee will issue verbal work orders only in emergency situations. The Contractor shall commence work in a reasonable length of time and shall complete the

work in an expeditious manner. In emergency situations, the Contractor shall endeavor to commence work immediately. All work shall be done under the supervision of the City's Public Services Director or designated representative. The performance of Work and responsibilities hereto are outlined and made a part hereof as identified in Exhibit "A".

12. Termination for Default:

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

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

Upon Contract termination for the Contractor's failure to provide satisfactory contract performance, the Contractor will be entitled to receive compensation for Contract services satisfactorily performed by the Contractor and allocable to the Contract and accepted by the City Manager or his designee prior to such termination. However, an amount equal to all additional costs required to be expended by the City to complete the Work covered by the Contract, including costs of delay in completing the project, shall be either subtracted from any amount due or amount charged to the Contractor in the event the City Manager terminates the Contract.

Except as otherwise directed by the City Manager, or in the case of termination for default (in which event the Contractor may be entitled to cure, at the option of the City Manager), the Contractor shall stop work on the date of receipt of the notice or other date specified in the notice, place no further orders or subcontract for materials, services, or facilities except as are necessary for the completion of such portion of the work not terminated, and terminate all contractor and subcontracts and settle all outstanding liabilities and claims.

In the event that any termination for default shall be found to be improper or invalid by any court of competent jurisdiction, then such termination shall be deemed to have been a termination for convenience.

13. Termination for Convenience:

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

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

14. Disclosure:

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

15. Miscellaneous:

15.1 Governing Law

The parties intend that this Contract and the relationship of the parties shall be governed by the laws of the State of Florida. Venue for any action arising out of this contract shall be in Okaloosa County Florida and no where else.

15.2 Severability

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

15.3 Sovereign Immunity

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

15.4 Construction

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

15.5 Jury Trial Waiver

CONTRACTOR AND CITY AGREE TO WAIVE THEIR RIGHTS TO A TRIAL BY JURY REGARDING ANY LAWSUIT INVOLVING THE INTERPRATION, CONSTRUCTION, ENFORCEMENT, OR GOVERNANCE OF THIS CONTRACT, AND FOR ANY LAWSUIT RELATED IN ANY WAY TO THIS CONTRACT OR FOR THE WORK PERFORMED PURSUANT TO THIS CONTRACT.

15.6 Attorney's Fees

In any dispute relating to this contract each party shall be responsible for their respective attorney's fees and costs.

15.7 Notices

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

15.8 Public Records

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

- a) Keep and maintain public records that ordinarily and necessarily would be required by the City of Destin in order to perform the service.
- b) Provide the public with access to public records on the same terms and conditions that the City of Destin would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or as otherwise provided by law.
- c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
- d) Meet all requirements for retaining public records and transfer, at no cost, to the City of Destin all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the City of Destin in a format that is compatible with the information technology systems of the City of Destin.

As to the City:

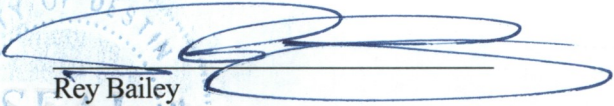
Lance Johnson
4200 Indian Bayou Trail
Destin, Florida 32541

As to the Contractor:

D & D Air Conditioning,
Heating & Electrical Services
PO Box 5239
Destin, FL 32540

IN WITNESS WHEREOF, the City hereunto caused these presents to be subscribed and the Contractor has affixed their name and seal, this the 19th day of DECEMBER, 2019.

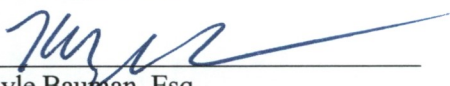
ATTEST:


Rey Bailey
City Clerk

CITY OF DESTIN

By: 
Lance Johnson
City Manager

As to Legal Form:

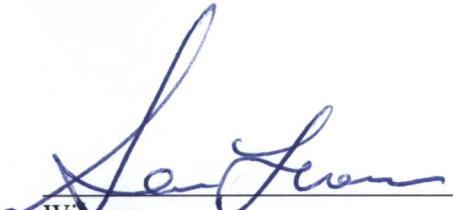

Kyle Bauman, Esq.
City Attorney

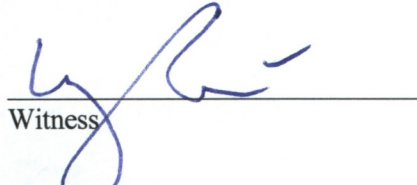
D & D Air Conditioning, Heating & Electrical Services
CONTRACTOR:

By: 
(Signature)

Dennis Thomas
(Printed Name)

Its: president
(Title)


Witness


Witness

Bid Form Page 1

EXHIBIT A

**CITY OF DESTIN, FLORIDA
REQUEST FOR BIDS (RFB) NO. 19-07-PW
MISCELLANEOUS ELECTRICAL CONTINUING SERVICES CONTRACT**

PART I Bid submitted by:

Company: D&D Air Conditioning, Heating & Electrical Services
 Address: PO Box 5239
 City & State: Destin, FL Zip Code: 32540-5239
 Telephone: () (850) 650-3995 E-mail: admin@dndservices.com Fax: () (850) 650-4454
 Number of Years in Business: 22 Years Contact Name Dennis Thomas

PART II Bidding RFB No. 19-07-PW, MISCELLANEOUS ELECTRICAL CONTINUING SERVICES CONTRACT:

<u>ITEM</u>	<u>UNIT PRICE</u>
1. Labor	
a. Electrical Service Work per hour	\$ <u>65.00</u>
Additional charges, if any associated with service call such as:	
b. Electrician per hour	\$ <u>65.00</u>
c. Electricians Helper per hour	\$ <u>35.00</u>
d. Laborer per hour	\$ <u>25.00</u>
e. Bucket Truck per hour	(70' Bucket Truck) \$ <u>125.00</u>
f. Mobilization or travel time cost (if applicable)	\$ <u>na</u>
2. Materials and Supplies:	
Materials and supplies will be billed at contractor's wholesale price or contractors wholesale price plus <u>20</u> %. Preference may be given to contractors providing materials at cost. The contractor shall supply materials invoices upon request.	
3. Please list any additional costs associated with the above services and materials:	
<u>Basic test and location equipment for electrical and datacom</u>	\$ _____
<u>service included in hourly rate</u>	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____

Bid Form Page 2

City of Destin, Florida

RFB No. 19-07-PW, MISCELLANEOUS ELECTRICAL CONTINUING SERVICES CONTRACT

Bid Form Page 5

PART III Certifications:

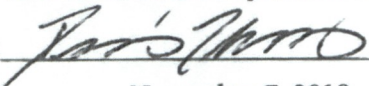
In accordance with your request for Bids, instructions and specifications, attached hereto, and subject to all conditions thereof, I(we), the undersigned, hereby propose and agree if this Bid is accepted, to contract with the City of Destin, Florida to construct any items or furnish any service requested herein and deliver same without additional cost to the City of Destin at the specified location for the quotations listed above.

The undersigned further declares that he/she has carefully examined the specifications referenced on this Bid Form and is thoroughly familiar with them and their provision(s). He further declares that no other person than the Bidder herein named has any interest in this Bid or in the contract to be executed, and that it is made without any connection with any other person(s) making Bid for the same articles, and it is in all respects fair and without collusion and fraud.

Signature and Certification:

Name and Title of Authorized Representative: Dennis Thomas - President

(Print or Type)

Signature: 

Date of Bid: November 7, 2019

Note: See RFB Section III, Bid Requirements, and attach all required information to Bid form.

The City of Destin reserves the right to reject any and all Bids or portions thereof, to waive minor defects in the process and to accept the Bid or any combination of Bid Items or take any other actions deemed by the City to be in the City's best interest. The City also reserves the right to assign additional work to the successful Bidder based upon their Bid proposal or negotiation as may be necessary to meet grant funding or completion requirements.

END OF BID FORM

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: September 7, 2021

TYPE OF AGENDA ITEM: Consent Agenda

AGENDA OUTLINE NUMBER: 6.J.

TO: City Council

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

FROM: Matthew Pace, IT Manager

DATE: 8/27/2021

SUBJECT: City-Wide Backup Server Subscription

I. BACKGROUND: Continuation of backup service subscription provided by Barracuda. This is a critical aspect of the City's network infrastructure and accounts. It allows the constant backup of servers and systems to prevent loss of data in the event of a data breach, natural event, or malicious activity.

II. DISCUSSION: In an effort to continue the safeguarding of the City's network infrastructure and user accounts, IT is asking to continue the contract services with Barracuda Networks provided through CPU Distributing. This service has been utilized by the City for over 7 years with excellent success and support. Barracuda support has been second to none and is the preferred vendor for backup services.

The following services are provided by Baracuda

Barracuda Cloud to Cloud Backup Service - New Subscription Qty 200 1yr

Barracuda Backup Server Appliance 690 Unlimited Cloud Storage Subscription 1 Month x 12 for 1yr

Barracuda Backup Server Appliance 690 Instant Replacement Subscription 1 Month x 12 for 1yr

Barracuda Backup Server Appliance 690 Energize Updates Subscription 1 Month x 12 for 1yr

These services will allow for instant replacement in the event of an error with the system and a replacement system every 4 years without having to purchase an entire system unless an upgrade is needed to increase storage.

The Cloud to Cloud services are crucial to the online nature of the City's Microsoft Office 365

government services. This system allows user accounts and cloud services to be backed up remotely to effectively maintain data access. This service goes above and beyond just archiving data.

These backup efforts also affect the rate of insurance services provided to the City. Maintaining a secure, effective backup system by a trusted vendor is not only beneficial, it is critical to Information Technology and Security.

Note: The serial number of our current system has been redacted due to the sensitive nature of this server.

A. Link to Strategic Goals / Objectives: Service Excellence

B. Effect on Budget (EOB): The total cost for FY 2022 is \$19,139. This amount will be encumbered after the FY 2022 Budget is adopted. The \$19,139 is allocated to all major governmental activities based upon the number of staff in each location (percentage of users). The FY 2022 Tentative Budget impact is:

	0151932 GEN GOV	0152442 CODE ENFORCEMENT	0153951 PHYS ENVIR	0154160 PUBLIC WORKS	0157180 LIBRARY
552025 OPERATING: SOFTWARE, WORKSTATIONS, PERIPHERALS	\$ 59,337	\$ 22,582	\$ 4,069	\$ 26,041	\$ 20,344
FY22 Tentative Budget	59,337	22,582	4,069	26,041	20,344
Internal Transfer	-	-	-	-	-
Previous Expenses/Encumbrances	-	-	-	-	-
Available Program Budget	59,337	22,582	4,069	26,041	20,344
This Agreement +(-)	(4,576)	(1,741)	(314)	(2,008)	(1,569)
FY22 Remaining Program Budget	\$ 54,761	\$ 20,841	\$ 3,755	\$ 24,033	\$ 18,775

	0157283 PARKS GF	0157233 PARKS FDEP	0157291 PARKS TDC	11152441 FL BLDG CODE	FY2022 BUDGET
552025 OPERATING: SOFTWARE, WORKSTATIONS, PERIPHERALS	\$ 81,038	\$ 2,034	\$ 10,511	\$ 22,243	\$ 248,199
FY22 Tentative Budget	81,038	2,034	10,511	22,243	248,199
Internal Transfer	-	-	-	-	-
Previous Expenses/Encumbrances	-	-	-	-	-
Available Program Budget	81,038	2,034	10,511	22,243	248,199
This Agreement +(-)	(6,249)	(157)	(811)	(1,715)	(19,139)
FY22 Remaining Program Budget	\$ 74,789	\$ 1,877	\$ 9,700	\$ 20,528	\$ 229,060

C. Level of Service (LOS): Maintain Data Integrity and Security

III. CONCLUSION: With the City moving toward an expanding digital footprint, backup services are critical to the daily operations at the City.

IV. RECOMMENDED MOTION: I move to approve the continuation of backup services, at the recommendation of Information Technology, to maintain data integrity and system security for on-site and cloud-based city services.

Attachments:

1. Barracuda Services 85843



CPU Distributing
 6727 Maple Drive
 Humble, Texas 77338
 United States
<http://www.cpu-distrib.com>
 (P) 1-800-880-4200
 (F) 281-964-1330

Quotation (Open)

Date

Aug 27 2021 07:44 AM CDT

Modified Date

Aug 27 2021 11:29 AM CDT

Quote

85843 rev 1 of 1

Description

Barracuda Cloud to Cloud Backup x 200 /
 BBS690 SN: [REDACTED] UC 11/02/2021 + EU/ R
 3/30/2022

SalesRep

Peck Wesley
 (P) 800 880 4200
 (F) 281 964 1330

Customer Contact

Pace Matthew
 (P) (850)837 4242
mpace@cityofdestin.com

Bill To

City of Destin
 Pace Matthew
 4200 Indian Bayou Trail
 Destin FL 32541
 United States
 (P) (850)837 4242
mpace@cityofdestin.com

Ship To

City of Destin
 Pace Matthew
 4200 Indian Bayou Trail
 Destin FL 32541
 United States
 (P) (850)837 4242
mpace@cityofdestin.com

Customer PO:

Terms:

Net 30 Days

Ship Via:

Other Electronic

Special Instructions:

Carrier Account #:

#	Description	Part #	Tax	List Price	Qty	Unit Price	Total
1yr Option							
1	Barracuda Cloud to Cloud Backup Service New Subscription Qty 200 1yr	BEO001A CCB	Yes	\$8 640 00	1	\$8 186 00	\$8 186 00
BBS690 SN: [REDACTED] UC 11/02/2021 + EU/IR 3/30/2022							
2	Barracuda Backup Server Appliance 690 Unlimited Cloud Storage Subscription 1 Month x 12 for 1yr SN# 1178069 31 Nov 2021 2 Nov 2022 (364 days)	BBS690a b	Yes	\$6 720 00	1	\$6 013 00	\$6 013 00
3	Barracuda Backup Server Appliance 690 Instant Replacement Subscription 1 Month x 12 for 1yr SN# 1178069 31 Mar 2022 30 Mar 2023 (364 days)	BBS690a h	Yes	\$3 000 00	1	\$2 685 00	\$2 685 00
4	Barracuda Backup Server Appliance 690 Energize Updates Subscription 1 Month x 12 for 1yr SN# 1178069 31 Mar 2022 30 Mar 2023 (364 days)	BBS690a e	Yes	\$2 520 00	1	\$2 255 00	\$2 255 00

Subtotal: \$19,139.00
 Tax (0000%) \$0 00
 Shipping \$0 00
Total: \$19,139.00
 (List Price: \$20 880 00)

All terms of sale are governed by the policies stated on the CPU Distributing Inc web site. All pricing and stock availability subject to change without notice, especially after 30 days of the quote creation date. Quotes are only valid as long as the costs of the items being quoted remain the same at the time of order. Please verify pricing and availability before placing order based on a quote. Shipping will be adjusted at time of order based on items, quantity of items, and shipping method chosen. F APPL CABLE taxes may be applied at time of order.

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: September 7, 2021
TYPE OF AGENDA ITEM: Consent Agenda
AGENDA OUTLINE NUMBER: 6.K.

TO: City Council

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

FROM: Matthew Pace, IT Manager

DATE: 8/30/2021

SUBJECT: EnerGov Annual Maintenance and Support

I. BACKGROUND: Seeking approval for the annual support and maintenance invoice for the EnerGov platform by Tyler Technologies.

II. DISCUSSION: This annual support and maintenance for EnerGov covers the period of October 1 - September 30 each year and is due annually. It is mandatory to keep the licenses and program active for the City in order to maintain use of this highly integrated system.

The total of this invoice is \$26,020.13

A. Link to Strategic Goals / Objectives: Service Excellence

B. Effect on Budget (EOB): The cost for one year of maintenance and support for EnerGov by Tyler Technologies is \$26,020.13. This amount is included in the FY 2022 Tentative Budget in the Technology Fund.

12552329-534000	\$ 102,500
Tech Fund - Contract Services	
FY22 Tentative Budget	102,500
Internal Transfer	-
Previous Expenses/Encumbrances	-
Available Program Budget	102,500
This Agreement +(-)	(26,020)
FY22 Remaining Program Budget	\$ 76,480

C. Level of Service (LOS): Maintain superior customer service through the use of EnerGov/COMPASS and create better transparency in the Community Development and Code Compliance Departments

III. CONCLUSION: Required annual support and maintenance for the EnerGov platform.

IV. RECOMMENDED MOTION: I move to approve the annual payments for the maintenance, licensing, and support of the EnerGov system by Tyler Technologies.

Attachments:

1. Invoice 045 351129

**Remittance:**

Tyler Technologies, Inc.
(FEIN 75-2303920)
P.O. Box 203556
Dallas, TX 75320-3556

Invoice

Invoice No	Date	Page
045-351129	09/01/2021	1 of 1

Questions:

Tyler Technologies - ERP & Schools
Phone: 1-800-772-2260 Press 2, then 1
Email: ar@tylertech.com



Bill To: City of Destin
Attn: Accounting
4200 Two Trees Road
Destin, FL 32541

Ship To: City of Destin
Attn: Accounting
4200 Two Trees Road
Destin, FL 32541

Cust No.-BillTo-ShipTo	Ord No	PO Number	Currency	Terms	Due Date
1131 - MAIN - MAIN	161163		USD	NET30	10/01/2021

Date	Description	Units	Rate	Extended Price
Contract No.: DESTIN, FL				
	TYLER SYSTEM MANAGEMENT SERVICES SUPPORT	1	5,734.13	5,734.13
	Maintenance: Start: 01/Oct/2021, End: 30/Sep/2022			
	EnerGov Support- e-Reviews	1	3,307.50	3,307.50
	Maintenance: Start: 01/Oct/2021, End: 30/Sep/2022			
	EnerGov Support - Business Management	5	330.75	1,653.75
	Maintenance: Start: 01/Oct/2021, End: 30/Sep/2022			
	EnerGov Support - Report Toolkit	1	441.00	441.00
	Maintenance: Start: 01/Oct/2021, End: 30/Sep/2022			
	EnerGov Support - IG Workforce Apps	7	110.25	771.75
	Maintenance: Start: 01/Oct/2021, End: 30/Sep/2022			
	EnerGov Support - Citizen Self Service - Community Development	1	1,764.00	1,764.00
	Maintenance: Start: 01/Oct/2021, End: 30/Sep/2022			
	EnerGov Support - Citizen Self Service - Business	1	1,764.00	1,764.00
	Maintenance: Start: 01/Oct/2021, End: 30/Sep/2022			
	EnerGov Support- GIS	20	110.25	2,205.00
	Maintenance: Start: 01/Oct/2021, End: 30/Sep/2022			
	EnerGov Support - Community Development Suite	20	330.75	6,615.00
	Maintenance: Start: 01/Oct/2021, End: 30/Sep/2022			
	EnerGov Support - Adv Server Extensions Bundle	1	1,764.00	1,764.00
	Maintenance: Start: 01/Oct/2021, End: 30/Sep/2022			

****ATTENTION****

Order your checks and forms from
Tyler Business Forms at 877-749-2090 or
tylerbusinessforms.com to guarantee
100% compliance with your software.

Subtotal 26,020.13

Sales Tax 0.00

Invoice Total 26,020.13

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: September 7, 2021

TYPE OF AGENDA ITEM: Consent Agenda

AGENDA OUTLINE NUMBER: 6.L.

TO: City Council

THRU: Krystal Strickland, Finance Director
Catherine Card, Public Information Manager
Webb Warren, Deputy City Manager
Lance Johnson, City Manager

FROM: Matthew Pace, IT Manager

DATE: 8/30/2021

SUBJECT: CivicPlus Electronic Government Services

I. BACKGROUND: This item is for the approval of the annual maintenance and support for the city's CivicPlus platform modules providing the city website, agenda system, ADA compliance, and community outreach.

II. DISCUSSION: The City of Destin has used the CivicPlus Platform as our hosting vendor for 12+ years and they host our CivicClerk agenda system, CivicEngage city website, CivicSend mass email service, and AudioEye ADA compliance. The attached invoices are for all services provided by CivicPlus to the City of Destin for FY22. This is the only vendor who can host and support our current website services and agenda system.

Breakdown of Services

- CivicClerk Annual Fee for Hosting and Support (10/1 - 9/30): \$10,587.31
- CivicEngage and CivicSend Annual Fee for Hosting and Support (5/1 - 4/30): \$13,664.74
- AudioEye Annual Fee for ADA Compliance (5/1 - 4/30): \$4,961.25

Total for all services for FY22: \$29,213.30

A. Link to Strategic Goals / Objectives: Service Excellence

B. Effect on Budget (EOB): Civic Clerk and Civic Plus items are used by all departments and citizens. Funds were budgeted in the FY 2022 Tentative Budget and allocated by department size based on number of staff in each department. The total cost of

the software from Civic Plus is \$29,213.30 allocated as follows:

	0151932 GEN GOV	0152442 CODE ENFORCEMENT	0153951 PHYS ENVIR	0154160 PUBLIC WORKS	0157180 LIBRARY
552025					
OPERATING: SOFTWARE, WORKSTATIONS, PERIPHERALS	\$ 59,337	\$ 22,582	\$ 4,069	\$ 26,041	\$ 20,344
FY22 Tentative Budget	59,337	22,582	4,069	26,041	20,344
Internal Transfer	-	-	-	-	-
Previous Expenses/Encumbrances	(4,576)	(1,741)	(314)	(2,008)	(1,569)
Available Program Budget	54,761	20,841	3,755	24,033	18,775
This Agreement +(-)	(6,984)	(2,658)	(479)	(3,065)	(2,395)
FY22 Remaining Program Budget	\$ 47,777	\$ 18,183	\$ 3,276	\$ 20,968	\$ 16,381

	0157283 PARKS GF	0157233 PARKS FDEP	0157291 PARKS TDC	11152441 FL BLDG CODE	FY2022 BUDGET
552025					
OPERATING: SOFTWARE, WORKSTATIONS, PERIPHERALS	\$ 81,038	\$ 2,034	\$ 10,511	\$ 22,243	\$ 248,199
FY22 Tentative Budget	81,038	2,034	10,511	22,243	248,199
Internal Transfer	-	-	-	-	-
Previous Expenses/Encumbrances	(6,249)	(157)	(811)	(1,715)	(19,139)
Available Program Budget	74,789	1,877	9,700	20,528	229,060
This Agreement +(-)	(9,538)	(239)	(1,237)	(2,618)	(29,213)
FY22 Remaining Program Budget	\$ 65,251	\$ 1,638	\$ 8,463	\$ 17,910	\$ 199,847

C. Level of Service (LOS): Provide excellence in service and create more efficiency through online communications and services.

III. CONCLUSION: Maintaining productivity through the continued use of the current agenda system and providing world class online services is paramount to the continued success the city has been afforded. These services provide the very best in electronic government and they support the vision of the city very well.

IV. RECOMMENDED MOTION: I move to approve the annual fees associated with the various CivicPlus services provided to the city.

Attachments:

1. Destin FL AudioEye Renewal Estimate 22 23
2. Destin FL Website Renewal Estimate 22 23
3. Destin FL CivicClerk Annual Renewal



RENEWAL ESTIMATE

DATE: August 30, 2021

**REMITTANCE ADDRESS
(FOR PAYMENTS ONLY)**
CivicPlus
PO Box 1572
Manhattan, KS 66505

Mailing Address:
CivicPlus
302 S 4th St
Manhattan, KS 66502

Bill To:
City of Destin
4200 Two Trees Rd
Destin FL 32541

This estimate is provided to you as a best faith approximation of the annual fees for your next renewal period. It is subject to change based on contract amendments and any activity that occurs before the start of your next renewal period. A formal invoice will be sent per contractual terms.

Qty	Item	Start Date	End Date
1	AudioEye Annual	5/1/2022	4/30/2023
TOTAL			\$ 4,961.25

THANK YOU FOR YOUR BUSINESS!



RENEWAL ESTIMATE

DATE: August 30, 2021

**REMITTANCE ADDRESS
(FOR PAYMENTS ONLY)**
CivicPlus
PO Box 1572
Manhattan, KS 66505

Mailing Address:
CivicPlus
302 S 4th St
Manhattan, KS 66502

Bill To:
City of Destin
4200 Two Trees Rd
Destin FL 32541

This estimate is provided to you as a best faith approximation of the annual fees for your next renewal period. It is subject to change based on contract amendments and any activity that occurs before the start of your next renewal period. A formal invoice will be sent per contractual terms.

Qty	Item	Start Date	End Date
1	Recurring Redesign Annual	5/1/2022	4/30/2023
1	Hosting & Support Annual	5/1/2022	4/30/2023
1	Media Center Storage Annual	5/1/2022	4/30/2023
1	Storage of 5GB (with DR & Backup)	5/1/2022	4/30/2023
1	SSL Certificate Annual	5/1/2022	4/30/2023
1	Additional 500 SMS Users	5/1/2022	4/30/2023
1	CivicSend Annual	5/1/2022	4/30/2023
TOTAL			\$ 13,664.74

THANK YOU FOR YOUR BUSINESS!



Invoice

CivicPlus LLC
NEW REMITTANCE ADDRESS
(FOR PAYMENTS ONLY)
CivicPlus
PO Box 1572
Manhattan KS 66505

#215971

10/1/2021

PO #

Bill To

Accounts Payable
City of Destin
4200 Indian Bayou Trail
Destin FL 32541

TOTAL DUE

\$10,587.31

Due Date: 10/31/2021

Terms	Due Date	PO #	Approving Authority
Net 30	10/31/2021		

Qty	Item	Start Date	End Date
1	CivicClerk Annual Fee for Hosting and Support	10/1/2021	9/30/2022
1	CivicClerk Annual Fee for Hosting and Support	10/1/2021	9/30/2022
	Upgrade Costs for Ultimate Package		

Total \$10,587.31

Due \$10,587.31

OK TO PAY

PO# _____ VENDOR# _____

AMOUNT \$ 10,587.31

ORG Multiple OBJ 552025

PROJECT _____

APPROVER / DATE _____



Please submit payment via ACH using the details below. Please send notification of ACH transmission via email to Accounting@civicplus.com.

Bank Name
KS State Bank

Account Name
CivicPlus LLC

Account Number
1046292

Routing Number
101101536

A finance charge of 1.5% per month will be added to past due accounts. Payments received will be applied first to finance charges, then to the oldest outstanding invoice(s). If you have any questions, please contact accounting@civicplus.com or 888-228-2233 option 1, then option 3. Please retain this statement for your records. Thank you!

CivicPlus
302 S 4th St.
Suite 500
Manhattan KS 66502

ORG	Sum of # HUMANS	Allocation %	
0151932 GEN GOV	29.17	24%	2,531.12
0152442 CODE ENFORCEMT	11.10	9%	963.27
0153951 PHYS ENVIR	2.00	2%	173.56
0154160 PUBLIC WORKS	12.80	10%	1,110.80
0157180 LIBRARY	10.00	8%	867.81
0157283 PARKS	39.83	33%	3,456.79
0157233 FDEP GRANT LEONARD DESTIN	1.00	1%	86.78
0157291 TDC GRANT WATERFRONT PARKS	5.17	4%	448.37
11152441 BLDG PERMITS & INSPECTIONS	10.93	9%	948.81
Grand Total	122.00	91%	10,587.31

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: September 7, 2021

TYPE OF AGENDA ITEM: Consent Agenda

AGENDA OUTLINE NUMBER: 6.M.

TO: City Council

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

FROM: Michael Burgess, Public Services Director

DATE: 08/30/2021

SUBJECT: Renewal & Replacement Program, 15-ton Air Conditioning System for City Hall Annex, authorization to purchase after-the-fact

I. BACKGROUND: The air conditioning to be replaced at the City Hall Annex is an older unit that is experiencing a coolant leak among other issues. This older unit also uses a refrigerant that is no longer readily available and increasingly expensive to obtain.

II. DISCUSSION: The City's Facility Renewal and Replacement (R&R) Plan anticipates the failure and subsequent replacement of major HVAC components every 7-10 years. The unit in question is experiencing a coolant leak among other issues. Funding is available through our R&R Program for this purchase. D&D Air Conditioning, Heating and Electrical Services is a continuing service provider for the City. D&D's current contract with the City is attached as ATT1.

A. Link to Strategic Goals / Objectives: Strategic Goals 2026:

1. Financially sound city providing service excellence
6. Effective, efficient, and aesthetically pleasing infrastructure

B. Effect on Budget (EOB): The total replacement cost (interior air handler, exterior condensing unit and unit accessories) of the 15-ton system is \$23,432.40. The proposal for this work is attached as ATT2.

30058585-565000-RR052	
RR-CIP-Public Safety Facilities	\$ 392,500
FY21 Adopted Budget	<u>392,500</u>
Internal Transfer	<u>-</u>
Previous Expenses/Encumbrances	<u>(130,458)</u>
Available Program Budget	<u>262,042</u>
This Agreement +(-)	<u>(23,432)</u>
FY21 Remaining Program Budget	<u>\$ 238,610</u>

C. Level of Service (LOS): Replacement of a failing air conditioning system with new interior and exterior components.

III. CONCLUSION: This purchase is consistent with the City's Facilities Renewal and Replacement Program.

IV. RECOMMENDED MOTION: I move that the City Manager be authorized to purchase the proposed 15-ton air conditioning system from D&D Air Conditioning, Heating and Electrical Services of Destin, FL in the amount of \$23,432.40.

Attachments:

1. ATT1: D & D Air Conditioning 2018 Contract
2. ATT2: Estimate DD AIR CONDITIONING 2021-179

CITY OF DESTIN, FLORIDA

CONTRACT

**MISCELLANEOUS MECHANICAL SERVICES
CONTINUING SERVICES CONTRACT**

On October 1st, 2018 THE CITY COUNCIL OF THE CITY OF DESTIN, FLORIDA, herein referred to as the **City**, accepted the bid of D & D AIR CONDITIONING, HEATING & ELECTRICAL SERVICES herein referred to as the **Contractor**, to supply miscellaneous mechanical services for City properties. The Contractor's Cost Schedule for the terms of their engagement is included in their entirety by reference at Exhibit "A" and as completely as if incorporated herein.

TERMS AND CONDITIONS OF CONTRACT FOR THE MISCELLANEOUS MECHANICAL SERVICES CONTINUING SERVICES CONTRACT:

1. Entire Contract:

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

2. Intent of Contract:

This Contract is for supplying the City with all applicable miscellaneous mechanical services for City properties. The Scope of Work, herein referred to as the **Work**, encompasses the foregoing and all descriptive work components described within Exhibit "A".

3. Term of Contract and Time Extensions:

This contract will be in effect from October 1, 2018 through September 30, 2019 and is for supplying the City with miscellaneous mechanical services. This contract may be renewed, for one year increments, up to four times if mutually agreed upon by both parties in writing.

4. Time for Performance:

The Contractor agrees to provide miscellaneous mechanical services for the satisfactory approval and acceptance by the City.

5. Compensation:

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

6. Changes in the Work:

The City shall have the right at any time during the progress of the Work to increase or decrease the Work. Promptly after having been notified of a change, the Contractor shall submit an itemized estimate of any costs and/or time increases or savings it foresees as a result of the change. No additions or changes to the Work shall be made except upon written order of the City and the City shall not be liable to Contractor for any increased compensation without such written order.

7. Insurance:

Contractor shall, during the performance of the contract, maintain Worker's Compensation Insurance sufficient to secure benefits of the Florida Workmen's Compensation Law for all employees and any of the

work sublet to any vendor or subcontractor, Comprehensive General Liability Insurance, Auto Liability Insurance, Builder's Risk Insurance, all with companies and in the form and amounts acceptable to the City. Said certificates of insurance of contractor are attached hereto and made a part hereof by reference. If any part of the work is sublet, similar insurance shall be provided by and in behalf of any subcontractors.

7.1 Evidence of Insurance:

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

8. Indemnification:

Contractor shall indemnify, defend, save, and hold the City, its agents, officers and employees, harmless of and from any losses, fines, penalties, costs, damages, claims, demands, suits, and liabilities of any nature, including reasonable attorney's fees (including regulatory and appellate fees), arising out of, because of, or due to any accidents arising in any manner on account of the exercise or attempted exercise of Contractor's rights hereunder whether the same regards person or property of any nature whatsoever, regardless of the apportionment of negligence, unless due to the sole negligence of the City.

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

9. Licensing:

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

10. Cancellation:

This contract may be canceled by either party with a thirty day written notice and is contingent upon the annual appropriation by the City of legally available funds. City's obligation to pay the amount due hereunder in any fiscal year is contingent upon the appropriation by the City Council of legally available funds for the purposes set forth in this contract.

11. Performance of Work/Responsibilities:

For each task, the Contractor will be issued a work order by the City's Public Services Director or designee. The Public Services Director or designee will issue verbal work orders only in emergency situations. The Contractor shall commence work in a reasonable length of time and shall complete the work in an expeditious manner. In emergency situations, the Contractor shall endeavor to commence work immediately. All work shall be done under the supervision of the City's Public Services Director or designated representative. The performance of Work and responsibilities hereto are outlined and made a part hereof as identified in Exhibit "A".

12. Termination for Default:

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

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

Upon Contract termination for the Contractor's failure to provide satisfactory contract performance, the Contractor will be entitled to receive compensation for Contract services satisfactorily performed by the Contractor and allocable to the Contract and accepted by the City Manager or his designee prior to such termination. However, an amount equal to all additional costs required to be expended by the City to complete the Work covered by the Contract, including costs of delay in completing the project, shall be either subtracted from any amount due or amount charged to the Contractor in the event the City Manager terminates the Contract.

Except as otherwise directed by the City Manager, or in the case of termination for default (in which event the Contractor may be entitled to cure, at the option of the City Manager), the Contractor shall stop work on the date of receipt of the notice or other date specified in the notice, place no further orders or subcontract for materials, services, or facilities except as are necessary for the completion of such portion of the work not terminated, and terminate all contractor and subcontracts and settle all outstanding liabilities and claims. *In the event that any termination for default shall be found to be improper or invalid by any court of competent jurisdiction, then such termination shall be deemed to have been a termination for convenience.*

13. Termination for Convenience:

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

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

14. Disclosure:

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

15. Miscellaneous:

15.1 Governing Law

The parties intend that this Contract and the relationship of the parties shall be governed by the laws of the State of Florida. Venue for any action arising out of this contract shall be in Okaloosa County Florida and no where else.

15.2 Venue

Venue for any action arising out of this contract shall be in Okaloosa County, Florida, and nowhere else.

15.3 Mechanic's Liens

The Contractor shall indemnify and save harmless the City against all liens and claims of mechanics and materialman furnishing labor and materials in performance of this contract.

15.4 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.

15.5 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.

15.6 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.

15.7 Attorney's Fees

In any dispute relating to this contract each party shall be responsible for their own respective attorney's fees and costs, whether such action is brought at law, in equity, or via statute.

15.8 Public Records

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

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

- 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) Shall immediately provide the City Clerk for the City with any documents requested by the Clerk in response to a public records request.
- c) 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.
- d) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
- e) 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.

15.9 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.

15.10 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, Interim City Manager

4200 Indian Bayou Trail
Destin, Florida 32541

As to the Contractor:

D & D Air Conditioning, Heating & Electrical

Services
P.O. Box 5239
Destin, Florida 32540

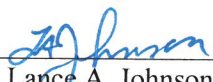
IN WITNESS WHEREOF, the City hereunto caused these presents to be subscribed and the Contractor has affixed their name and seal, this the 18th day of October, 2018.

ATTEST:

CITY OF DESTIN



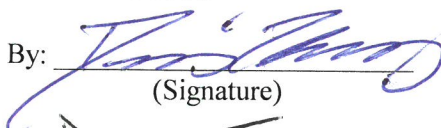
Rey Bailey
City Clerk

By: 

Lance A. Johnson
Interim City Manager

SEAL

D & D Air Conditioning, Heating & Electrical Services
CONTRACTOR:

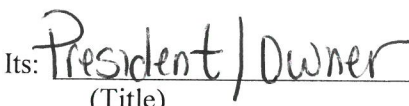
By: 

(Signature)
Dennis Thomas

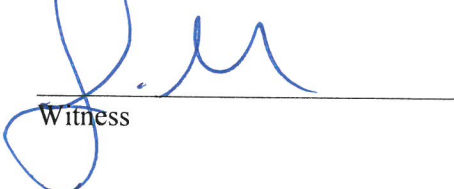
(Printed Name)



Witness

Its: 

(Title)



Witness

Bid Form Page 1

CITY OF DESTIN, FLORIDA
REQUEST FOR BIDS RFB No. 18-13-PS,
MISCELLANEOUS MECHANICAL SERVICES CONTINUING SERVICES CONTRACT
BID FORM

PART I Bid submitted by:

Company: D&D Air Conditioning, Heating & Electrical Services
 Address: PO Box 5239
 City & State: Destin, FL Zip Code: 32540
 Telephone: () (850) 650-3995 Fax: () (850) 650-4454 E-Mail admin@dndservices.com
 Number of Years in Business: 21 Years

PART II Bidding RFB No. 18-13-PS, Miscellaneous Mechanical Services Continuing Services Contract, as follows:

<u>ITEM</u>	<u>UNIT</u>	<u>UNIT PRICE</u>
1. Labor		
a. Mechanical Service Work per hour		\$ <u>65.00</u>
b. Additional labor costs per service call		\$ <u>35.00</u>
2. Materials and Supplies		
Materials and supplies will be billed at contractor's wholesale price or contractor's wholesale price plus <u>20</u> %. Preference may be given to contractors providing materials at cost. The contractor shall supply materials invoices upon request. The City reserves the right to purchase items if obtainable at a lower cost than can be provided by contractor to perform the requested work.		
3. Please list any additional costs associated with the above services and materials:		
<u>New R-22 Refrigerant (price per pound) NOTE: price varies with demand</u>		\$ <u>55.00</u>
<u>New 410A Refrigerant (price per pound)</u>		\$ <u>18.00</u>
<u>Refrigerant Recovery Fee (price per job) IF REQUIRED</u>		\$ <u>25.00</u>
<u>Vacuum Pump Fee (price per job) IF REQUIRED</u>		\$ <u>15.00</u>
<u>Torch Material (price per job) IF REQUIRED</u>		\$ <u>15.00</u>
<u>Trip Fee (price per job)</u>		\$ <u>35.00</u>
<u>System Maintenance - Filters, Belts, Cleaning Drain line (price per system)</u>		\$ <u>55.00</u>

To ensure responsiveness, you must submit this form and the mandatory information listed in Sections III and IV.

PART III Certifications:

In accordance with your request for Bids, instructions and specifications, attached hereto, and subject to all conditions thereof, I(we), the undersigned, hereby propose and agree if this Bid is accepted, to contract with the City of Destin, Florida to construct any items or furnish any service requested herein and deliver same without additional cost to the City of Destin at the specified location for the quotations listed above.

Bid Form Page 2

The undersigned further declares that he/she has carefully examined the specifications referenced on this Bid Form and is thoroughly familiar with them and their provision(s). He further declares that no other person than the Bidder herein named has any interest in this Bid or in the contract to be executed, and that it is made without any connection with any other person(s) making Bid for the same articles, and it is in all respects fair and without collusion and fraud.

Signature and Certification:

Name and Title of Authorized Representative: Dennis Thomas President/Owner

Signature:  (Print or Type)

Date of Bid: August 30, 2018

Note: See RFB Section III, Bid Requirements, and attach all required information to Bid form.

The City of Destin reserves the right to reject any and all Bids or portions thereof, to waive minor defects in the process and to accept the Bid or any combination of Bid Items or take any other actions deemed by the City to be in the City's best interest. The City also reserves the right to assign additional work to the successful Bidder based upon their Bid proposal or negotiation as may be necessary to meet grant funding or completion requirements.

END OF BID FORM



P.O. Box 5239 Destin, FL 32540
(850) 650-3995

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

Proposal # 2021-179

Bill To	Phone: (850) 837-6869
City of Destin Accounts Payable 4200 Indian Bayou Trail Destin, FL 32541	

Job Name / Location	Date: 8/26/2021
City of Destin City Annex 4200 Indian Bayou Trail Destin, FL 32541 AC # 3	

Description	Qty/Hours	Unit Price	Total:
Proposal per the following scope of work Remove & Replace existing 15 ton split system with new Carrier system Below Prices Includes: - (1) Carrier model 40RUAA16A2A6-0A0A0 15 Ton Air Handler featuring tin plated evaporator coils - (2) Carrier model 38AUZA08A0A5 7.5 Ton condenser featuring R-410A refrigerant - (1) Carrier electric heat - (1) Carrier air handler stand - (2) Torch and Vacuum - (2) New copper line sets - (2) Liquid Line Dryer - (1) Honeywell 8000 programmable thermostat - (2) Liquid line solenoid - (2) Recovery & Disposal - (2) Nitrogen - (2) Sight glass - (2) NEMA 3 disconnect boxes & whips - (1) NEMA 1 disconnect boxes & whip - (1) Supply & Return duct work - (1) Fittings / pipe - (2) Charge system to factory specifications with R-410A refrigerant - Labor - Permit Qualifiers: ** 1 year labor warranty ** 1 year limited parts warranty ** 5 year compressor warranty ** No electrical if incurred ** No hole cutting or patching ** 1 week lead time			
Mechanical New R410A Refrigerant (Per Pound)	35	18.00	630.00
Mechanical Refrigerant Recovery Fee (Per Job)	2	25.00	50.00

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

Note: Proposal valid for 30 days.

Authorized Signature 

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

Acceptance of Proposal - The above prices, specs and conditions are hereby accepted. D&D Air Conditioning, Heating & Electrical Services is authorized to do the work specified. Payment to be made as outlined above. I understand that a convenience fee will be added for invoices paid by an alternative payment channel (credit card).

Acceptance Date: _____ Acceptance Signature: _____



(850) 650-3995

Licensed ♦ CAC057538 ♦ EC13001418 ♦ Insured

Proposal # 2021-179

Bill To	Phone: (850) 837-6869
City of Destin Accounts Payable 4200 Indian Bayou Trail Destin, FL 32541	

Job Name / Location	Date: 8/26/2021
City of Destin City Annex 4200 Indian Bayou Trail Destin, FL 32541 AC # 3	

[illegible]

Total:	\$23,432.40
---------------	-------------

Authorized Signature _____

Payment to be made as follows:	On Acceptance:	On Rough In	100%	On Completion
--------------------------------	----------------	-------------	------	---------------

Acceptance of Proposal - The above prices, specs and conditions are hereby accepted. D&D Air Conditioning, Heating & Electrical Services is authorized to do the work specified. Payment to be made as outlined above. I understand that a convenience fee will be added for invoices paid by an alternative payment channel (credit card).

Acceptance Date: _____ Acceptance Signature: _____

CITY OF DESTIN
TRAVEL EXPENSE LOG

Name: Prebble Ramswell

Travel Dates: August 11-15, 2021

		Wednesday 11-Aug-21	Thursday 12-Aug-21	Friday 13-Aug-21	Saturday 14-Aug-21	Sunday 15-Aug-21	Total
Date:							
Meals:							
Partial Per Diem:							
Daily Per Diem:		\$ 49.50	\$ 66.00	\$ 66.00	\$ 66.00	\$ 49.50	\$ 297.00
Total Meals		\$ -	\$ -	\$ 49.50	\$ 66.00	\$ 66.00	\$ 297.00
Transportation:							
Airfare:							
Car Rental:							
Fuel Expenses:							
Taxi:							
Personal Miles:							
Total Transportation		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Lodging:							
Hotel Charges:		\$ 179.00	\$ 179.00	\$ 179.00	\$ 179.00		\$ 716.00
		\$ -	\$ -	\$ 179.00	\$ 179.00	\$ -	\$ 716.00
Misc. Expenses:							
Parking:		\$ 15.00	\$ 15.00	\$ 15.00	\$ 15.00		\$ 60.00
Tolls:							
WIFI:							
Other: Explain: Conf. Reg.		\$ 550.00					\$ 550.00
Other: Explain: Meals							
Total Misc. Expenses		\$ -	\$ -	\$ 565.00	\$ 15.00	\$ 15.00	\$ 610.00
Grand Total		\$ -	\$ -	\$ 793.50	\$ 260.00	\$ 260.00	\$ 1,623.00

City of Destin
Travel Expense Claim

Name: Prebble Ramswell

Department: Councilmember

Travel: Place/Purpose Orlando, Florida - FLC 2021 Annual Conference

Date: August 11-15, 2021

Note: All expenses must be supported by a receipt except meal per diems and must be supported by a Travel Expense Log.

Meals/Per Diem: \$ 297.00

Airfare: \$ -

Car Rental: \$ -

Fuel Expenses \$ -

Taxi: \$ -

Personal Miles: \$ - POV

Lodging: \$ 716.00

Parking: \$ 60.00

Tolls: \$ -

WIFI: \$ -

Other: Itemize \$ 550.00 Conference Registration

Other: Itemize _____

\$ -

\$ -

Total Reimbursable Expenses: \$ 1,623.00

Less: Purchasing Card Charges \$ 1,326.00

Less: Purchasing Card Charges _____

Balance Due Traveler \$ 297.00

Less: Advance Per Diem \$ 297.00

Net Due to Traveller (City) \$ -

Finance Director: Krystal Strickland

Account #: 151110.54

City Manager: Lance Johnson

Date: 9/1/2021

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**MINUTES OF THE
PARKS & RECREATION COMMITTEE
MEETING DESTIN CITY HALL BOARDROOM
JULY 27, 2021 MEETING - 4:00 PM**

1. CALL TO ORDER:

Chairwoman Trammell called the meeting to order at 4:00 p.m. on Tuesday, July 27, 2021, in the Destin City Hall Annex Chambers with the Pledge of Allegiance immediately following.

2. ROLL CALL:

Members Present

Sandy Trammell
Nikki Johnson
Matthew Sweetser
Danielle Piper
Barbara Telford
Leslie Schmidt

Member Absent

Brian Liesveld

Staff Present

Kim Montgomery City Clerk
Lisa Firth Recreation Director
Ryan Reed Recreation Dept. Supervisor
Louis Zunguze, Community Dev. Director
Don Smith, City Engineer
Daniel Butler, Planner
Lance Johnson, City Manager

3. APPROVAL OF MINUTES:

- **June 22, 2021**

Motion to approve the June 22, 2021, minutes as written was made by Committee member Piper with Committee member Johnson providing the second. The motion passed 6-0.

5. OLD BUSINESS:

➤ **Park Inspections:**

Committee member Johnson turned in her inspections for her assigned parks and spoke of still not being able to inspect Norriego Point and the O'Steen Beach Trail because of no available parking every time she has tried to access them. Chairwoman Trammell stated that she may be able to do them by accessing the park with her boat.

6. NEW BUSINESS:

➤ **Pompano Street Easement/Beach Access at Crystal Sands Condominium**

The City Engineer informed the members that this proposal was brought to Council in August of 2019 to relocate the Pompano Street easement/beach access to the Tarpon Street beach

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access. He explained they are proposing to restore the beach dune system and relocate the easement to the east to Tarpon Street beach access making room for a future pool and amenities to the Crystal Sands Condominium, including connectivity to the parking lot of the property. He explained that they are proposing to increase the Tarpon Street trail from just a five foot path to 10-feet with a boardwalk, relocate the center easement to the east side for an increase to 80-feet, install three parallel parking spaces, new showers, bike racks and two turtle friendly light fixtures and restoring the dune at the current site of the Pompano Street Access. According to Mr. Smith, the HOA's original proposal was 100-foot when it was presented to Council. However, afterwards they realized that it's not 100' but 80'. Therefore, the swap is not one-to-one and would be about 86% of what the existing easement as it is now. He also pointed out that the way it currently is, the Pompano Street Access is consistent with the Comprehensive Plan regarding view corridors and removing it would make it to not be consistent.

Mr. Dennis Chavez, 280 Ventura Circle in Fort Walton Beach an Architect, and representative for this project, explained the members the HOA is proposing for the beach access to be removed and relocated to the opposite side of the property. He explained the way the building was developed with the easement in the middle, the public's perception is that the restrooms, pools, and private beach is for everyone. So, they are proposing to move the beach access which is a dedicated easement to the eastern side of the building at Tarpon Street, rebuild the dune walkover over; that has been worn down over the years from people walking and dragging their beach supplies, and restoring the dune system. Filling in the two pools, enlarging the parking lot and construct a new pool located on the back side of the building and improving the connectivity to the property.

Committee member Sweetser spoke of how there are many condominium properties in the city that have multiple buildings on them, and the onus is on the property management to give clear instructions on how to access the property and the location of the beach accesses. He added that even though there is a gain to the Tarpon Street access, they're still taking one away from the public and that does not sound like a fair deal to him.

Mr. Zunguze spoke of how staff understands their concerns and added that in discussions the following factors thus far that staff has encountered are:

- Negotiating a one-to-one swap was unsuccessful
- Access issues, i.e. going from two to one
- Conflicts with the Comprehensive Plan Policies

Committee member Johnson spoke of making an exception for this property could become an issue for the city noting they may have to start making exceptions for other situations that could arise.

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Chairwoman Trammell made the motion to disapprove the request and to recommend staff continue to work on an even negotiation for an even swap.

Committee member Johnson made the substitute motion to add a recommendation for staff call a public workshop to be held prior to this going forward to Council to give the locals in the area a chance to provide input and voice their opinion. Committee member Schmidt provided the second the amended motion.

City Manager, Lance Johnson advised that they keep in mind the square footage of the swap and how at this time, he could not in good conscience recommend this proposal since the city is seeking to add beachfront property, and this would be a deduction. Additionally, he likes the idea of workshopping this and additional negotiating with the HOA. He also suggests expanding this to not just the immediate area of impact but to get city wide input.

Committee member Sweetser asked who manages the HOA. According to Mr. Chavez, presently he is not entirely sure who that is as they have had a recent staffing change.

The Chairwoman called for the vote and the motion passed with a unanimous vote of 6-0.

7. COMMITTEE MEMBER/STAFF COMMENTS:

- **Committee member Piper** – asked if there is anything further that needs to be done to make sure the city does not lose the grant money for Clement Taylor Park. According to Mrs. Firth, there is not. The money is with the County and has been approved by the Treasury and secured for the park.
- **Committee member Sweetser** – Informed the members that on August 10 from 6 a.m. to 10 a.m. Bobby Wagner and volunteers will be making landscaping improvements to the corner of Beach Drive and Kelly Street. And everyone is invited to come out and help.
- **Committee member Schmidt** – Inquired if the city had any plans to continue planning the Crepe Myrtles on Legion Drive.

➤ **Staff Comments:**

Mrs. Firth informed the members that the Nancy Weidenhamer Dog Park is finished with the install of the new sod.

Royal Melvin Park is still under construction and will not be finished until December.

The Boardwalk has been replaced at the following locations:

- Galaties

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- AJ's
- Luther's

Under construction:

- Capt. Royal Melvin Park is under construction
- Brotula's
- Co-op
- Tailfins
- Heron Harbor will be last
 - The Seafood Festival is still scheduled, and the construction of Capt. Royal Melvin Park should not hinder the event.
 - Joe's Bayou status - The Consultant still working on the on the preliminary details but no plans yet, and possibly by their next meeting.
 - Norriego Point Park should start after Labor Day.
- **Comment:** None
- **Next meeting:** August 24, 2021

ADJOURNMENT:

Having no further discussions, the meeting adjourned at 5:15 PM.

Adopted and approved this _____ day of _____ 2021.

Sandy Trammell, Chairwoman

Kim Montgomery, Deputy City Clerk

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: September 7, 2021**TYPE OF AGENDA ITEM:** Consent Agenda**AGENDA OUTLINE NUMBER:** 6.P.**TO:** City Council**THRU:** Lance Johnson, City Manager
Webb Warren, Deputy City Manager
Krystal Strickland, Finance Director**FROM:** Michael Burgess, Public Services Director**DATE:** 08/31/2021**SUBJECT:** Christmas Holiday Lighting, authorization to purchase

I. BACKGROUND: City Council requested during the 2020 Christmas season that City Staff provide commercial Christmas lighting for the 2021 season. Staff has researched available products and would like Council's approval to purchase lighting fixtures for the upcoming Holiday.

II. DISCUSSION: Staff recommends the purchase of 15-25' LED Christmas trees (21' trees with 4' stars, 680 LEDs per fixture, SS-409LED) or equivalent. These trees or other decorations will be installed on medians along US98 that have a power supply, as well as in the Marler Street Parking lot. The City currently has a quote for these lighted fixtures from Temple Displays LTD. A photo of the LED trees is provided as ATT1. Due to nationwide supply issues, staff would like to order decorations as soon as possible to ensure timely delivery before the holiday season.

A. Link to Strategic Goals / Objectives: Strategic Goals 2026:

6. Effective, efficient, and aesthetically pleasing infrastructure

B. Effect on Budget (EOB): Staff requests \$70,000 to purchase Holiday lighting fixtures for the upcoming season. An internal budget transfer is attached. The City budgeted general fund dollars in FY 2021 for Beach Parcel acquisitions. Instead of general fund dollars, we accomplished the acquisitions using Okaloosa Half Penny dollars. Each of these decorations are considered a capital asset and will be tracked on the City's asset ledger.

30558500-564000-XMAS	
Gen Fund-Equipment-Christmas	\$ -
FY21 Adopted Budget	-
Internal Transfer	70,000
Previous Expenses/Encumbrances	-
Available Program Budget	70,000
This Agreement +(-)	(70,000)
FY21 Remaining Program Budget	\$ -

C. Level of Service (LOS): New Christmas lighting for the US98 corridor and one of the City's parking lots for the 2021 Holiday season and for years thereafter.

III. CONCLUSION: By approving this item, staff will immediately order decorations and/or lighting fixtures so they will be delivered before Thanksgiving.

IV. RECOMMENDED MOTION: I move that the City Manager be authorized to purchase lighted Christmas decorations in an amount not to exceed \$70,000.

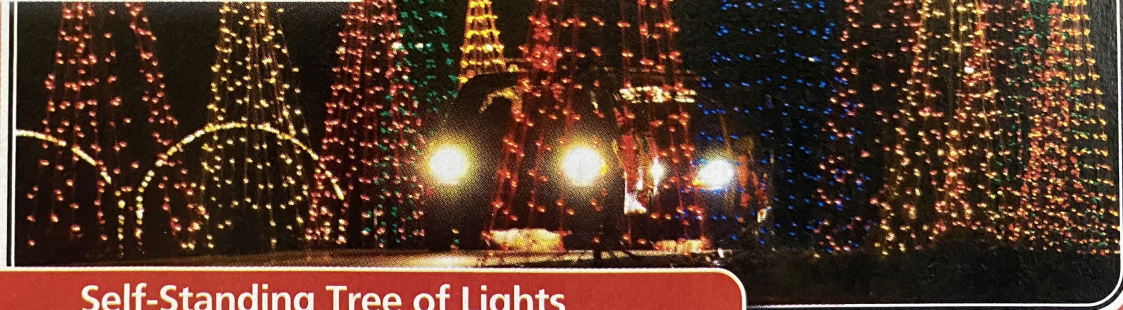
Attachments:

1. ATT1: SS409LED photo
2. ATT2: Temple Displays Quote
SS409LED
3. ATT3: XMAS Budget Transfer

From: Michael Burgess
 To: Michael Burgess
 Date: Wednesday, September 01, 2021 3:02:58 PM

Standing Tree

Lamps	Price	w/LED
C-9	\$2,013	\$2,234
C-9	\$2,848	\$3,159
C-9	\$3,807	\$4,230
C-9	\$5,004	\$5,561
C-9	\$6,405	\$7,117



Trees

Self-Standing Tree of Lights

Item	Size	Lamps	Price	w/LED
SS-406	14' Tree, 5' Base, 2' Star	223, C-7	\$2,035	\$2,514
SS-407	17' Tree, 6' Base, 2' Star	372, C-7	\$2,678	\$3,361
SS-408	21' Tree, 7' Base, 3' Star	569, C-7	\$3,886	\$5,078
SS-409	25' Tree, 8' Base, 4' Star	680, C-7	\$5,035	\$6,418



Temple Display, Ltd.
114-C Kirkland Circle
Oswego, IL 60543
Phone 630-851-3331
Fax 630-851-4144

SALES ORDER

Sales Order # TDLQ38226
Date 8/31/2021
Sales Rep. Dawn Harmon

Sold To:

Destin, City Of
Michael Burgess
4200 Indian Bayow Trl
Destin, FL 32541

Ship To:

Destin, City Of
Michael Burgess
4200 Indian Bayow Trl
Destin, FL 32541

Best Way / ASAP

P.O.#	Ship Via/Date:	Terms:	NET 30	Shipping:	Prepay & Add
Qty	Part No.	Description	Unit Price	Ext. Price	
15	SS-409-LE D	25' Tree of Lights w/Star, 8' Base, 4' Star, 680 C-7 LED Lamps, 226 lbs. Big Deal Pricing - Normal Pricing \$6,418 - Sale Ends 8/31/21	\$4,544.00	\$68,160.00	
Proudly Made in the USA 6 Year Warranty on Frame and Wiring 3 Year Warranty on LED Lamps					
			SubTotal	\$68,160.00	
			Sales Tax	\$0.00	
			Total	\$68,160.00	

Authorized Signature

Michael Burgess

All Holiday Decorations are Copyrighted and cannot be duplicated.

Claims must be made within 5 days of receipt of goods. This order subject to acceptance from home office. Sales tax where applicable. Interest charges applicable on overdue accounts. Cancellations subject to sellers consent. FOB Factory.

CITY OF DESTIN Budget Internal Transfer Form

Fiscal Year 2021
 Period 12
 Ref 1 BUA
 Ref 2 ADJ

Short Description XMAS DECORATIONS
 Effective Date 9/7/2021
 Budget Year Code 1

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

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

ORG	OBJECT	PROJECT	LINE DESCRIPTION	(I) Increase (D) Decrease	AMOUNT	CURRENT AVAILABLE BUDGET	REVISED AVAILABLE BUDGET
30558500 GF CAPITAL PROJ	564000 EQUIPMENT	XMAS DECORATIONS	(CAPITAL) DECORATIONS FOR 2021 XMAS	I	\$ 70,000.00	\$ -	\$ 70,000.00
30558500 GF CAPITAL PROJ	565000 CIP	CM001 BEACH ACQ	(CAPITAL) DECORATIONS FOR 2021 XMAS	D	\$ 70,000.00	\$ 1,566,190.87	\$ 1,496,190.87

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

Note
 Transfer some unused general fund dollars that were budgeted for beach
 parcel purchases to purchase 15 LED Christmas Trees.

Date _____

09/01/2021 16:57
kstrickland

CITY of DESTIN, FL
YEAR-TO-DATE BUDGET REPORT

FOR 2021 13

4
glytdbud



	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENC/REQ	AVAILABLE BUDGET	PCT USED
CM001 BEACH ACQUISITION							
305 -57-337-00-00-561000-CM001	6,254,000	6,254,000	4,026,198.85	.00	23,423.47	2,204,377.68	64.8%
TOTAL TDC GRANT TO BUY BEACH	6,254,000	6,254,000	4,026,198.85	.00	23,423.47	2,204,377.68	64.8%
30558312 OKALOOSA 1/2 PENNY							
CM001 BEACH ACQUISITION							
305 -58-312-00-00-5610-00-CM001	2,346,000		CONSTRUCTION IN PROGRESS .00	.00	.00	.00	.0%
UNDER UNDERGROUNDING OF UTILITIES							
305 -58-312-00-00-565000-UNDER	250,000		CONSTRUCTION IN PROGRESS .00	.00	.00	.00	.0%
TOTAL OKALOOSA 1/2 PENNY	2,596,000	0	.00	.00	.00	.00	.0%
30558500 GF CIP PROJECTS							
CM001 BEACH ACQUISITION							
305 -58-585-00-00-565000-CM001	2,000,000	1,566,191	CONSTRUCTION IN PROGRESS .00	.00	.00	1,566,190.87	.0%
CRH63 HERITAGE PARK & PLAZA							
305 -58-585-00-00-565000-CRH63	0		CONSTRUCTION IN PROGRESS 60,429.89	.00	62,471.94	-.34	100.0%*
CRH65 HARBOR AND BAY CAPACITY							
305 -58-585-00-00-531001-CRH65	0		PROFESSIONAL SVCS 250,000	.00	250,000.00	.00	100.0%

30558500 - 564000 - XMAS

I \$70K

\$70K
D