

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

*****Core Value of the Month - Teamwork*****

CALL TO ORDER

INVOCATION (Pastor Kevin Wendt - Grace Lutheran Church)

PLEDGE OF ALLEGIANCE

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

1. APPROVAL OF MINUTES

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

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

A. Larry Ballard Retirement - Proclamation

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. Strategic Plan Update

B. City Manager Evaluation Process - Resolution 21-16

C. Rules of Procedures for City Council Meeting - Resolution 21-17

D. Temporary Vacation of Council Seat

E. FDEM State-Funded Grant Agreement - Flood Management Project

F. Announcements

1. City facilities will be closed November 25th & 26th in observance of Thanksgiving.

2. I will be out of the office the week of November 22nd, Deputy City Manager Warren will be in charge during my absence.

3. The Destin Tree-Lighting ceremony will be held on Thursday December 2nd, 6:00pm, at the Destin Community Center.

4. Volunteers for Advisory Committees and Boards

5. PUBLIC HEARINGS

- A. Second reading of Ordinance 21-23-CN - Providing for a six-month extension of Ordinance 20-33-CN (Temporary Moratorium on Livery Vessel Permits); Directing staff to develop recommendations for regulation of livery vessels.
- B. Bowman Consulting, on behalf of J P D Investments, Inc., is requesting approval for a Major Development Order. The project is located at 1021 Highway 98 East (Parcel ID: 00-2S-22-0000-0013-0040). The property is approximately 1.38 acres and is currently the location of the vacant Gulfview Plaza. The applicant is proposing a new, ±4,777 SF single-story restaurant with a drive-thru, along with the associated infrastructure.

6. *CONSENT AGENDA (No public comments)

- A. Authorization to Purchase an International HV607 18-yd Dump Truck
- B. CivicRec - Parks and Recreation Management Software
- C. 781 Bayou Drive Single-Family Residential Marine Construction Proposed
- D. NuShore Permit Modification - Request from Okaloosa County
- E. Capital Project Status
- F. Operations Financial Report
- G. Paid Parking Sales Tax

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

- A. Councilmember Braden
- B. Councilmember Destin
- C. Councilmember Bagby
- D. Councilmember Hebert
- E. Councilmember King
- F. Councilmember Schmidt
- G. Mayor Gary Jarvis
- H. Land Use Attorney
- I. City Attorney

8. PUBLIC COMMENTS

ADJOURNMENT

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

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

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

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

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

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

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

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

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

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

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

**MINUTES
REGULAR MEETING
DESTIN CITY COUNCIL
OCTOBER 4, 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 Johnny King

Councilmember Jim Bagby

Councilmember Prebble Ramswell

Councilmember Kevin Schmidt

Destin City Staff

City Manager Lance Johnson

City Clerk Rey Bailey

Deputy Code Compliance Director Kris Mercurio

Library Director Wen Livingston

IT Manager Matthew Pace

Community Dev. Director Louis Zunguze

Land Use Attorney Kim Kopp (virtual)

Deputy City Manager Webb Warren

Code Compliance Director Joey Forgione

Grants/Project Manager Jeffrey Cozadd

Public Works Director Michael Burgess

HR Manager Nichole DeVito

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 Steve Farris of the First Baptist Church in Destin gave the invocation, which was then followed by the recitation of the Pledge of Allegiance.

AGENDA APPROVAL

Motion by Councilmember Hebert, seconded by Councilmember Schmidt, to approve the agenda passed 6-0 (Council members Schmidt, King, Hebert, Bagby, Destin, and Ramswell voted “yes”; Councilmember Braden was absent from the meeting).

1. APPROVAL OF MINUTES

A. Approval of minutes of August 30, 2021 Regular City Council Meeting

Councilmember Destin moved to approve minutes of August 30, 2021 Regular City Council Meeting; seconded by Councilmember Hebert. Motion passed 6-0 (Council members Schmidt, King, Hebert, Bagby, Destin, and Ramswell voted “yes”; Councilmember Braden was 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

4. CITY MANAGER REPORTS

A. ADA Transition Plan for Pedestrian Facilities, authorization to execute a Task Order

The City Manager explained that an ADA Transition Plan with associated Implementation Plan and Schedule is needed to ensure that city pedestrian facilities are fully accessible to those with disabilities. In addition, this ADA Transition Plan will provide the city with the benefits of higher-ranking potential for any grant-funded transportation project.

Councilmember Hebert moved to authorize the City Manager to execute a Task Order with Baskerville-Donovan Engineering to perform those tasks identified in the Scope of Work and to provide the city with an ADA Transition Plan that is consistent with applicable federal law and FDOT requirements. Councilmember Destin provided a second to the motion, which passes 6-0 (Council members Schmidt, King, Hebert, Bagby, Destin, and Ramswell voted “yes”; Councilmember Braden was absent from the meeting).

B. Resolution 21-03 - Paid Parking Fund

According to the Deputy City Manager, the City Council previously directed staff to bring forth a resolution to create a Paid Parking Special Revenue Fund with an effective date of October 1, 2021. Parking fee revenue has grown significantly over the past three years, primarily due to progressive expansion of paid parking areas. By designating a special paid parking fund, the City will ensure that paid parking fees are restricted and re-invested into parking infrastructure for their residents and visitors.

Motion by Councilmember Ramswell, seconded by Councilmember Hebert, to adopt Resolution 21-03, and for staff to establish a special revenue fund for paid parking fees, passed 6-0 (Council members Schmidt, King, Hebert, Bagby, Destin, and Ramswell voted “yes”; Councilmember Braden was absent from the meeting).

C. Resolution 21-14 - Resident Parking Pass Program

The City Manager noted that the paid parking system helped staff to minimize long-term parking in city parking spaces as well as create a revenue source for maintenance of existing parking lots and potential funding for future parking areas. These lots have regularly served as parking lots for visitors, residents as well as the workforce for various businesses in the harbor district. Council has previously directed staff to expand the system to beach parking area. The paid parking system in these areas has helped to drastically reduce short-term rental parking overflow that had previously resulted in long-term parking in public beach parking spots. Staff is proposing to add all city-operated paid parking lots, including the lots of Marler, Zerbe and the

Community Center, to be included for use with the full-time Destin resident parking pass program.

Councilmember Hebert moved to adopt Resolution 21-14, to be effective immediately; seconded by Councilmember King.

Councilmember Destin questioned the legality of charging everyone for parking except for a resident.

The City Attorney stated they could encounter some equal protection clause issues, but the courts system generally upheld this type of action.

Councilmember Bagby asked whether they have the infrastructure and resources in place to start this process immediately in the event hundreds of resident rush to city hall in large groups starting tomorrow to get their parking pass.

The Deputy City Manager noted they have a current inventory of stickers for beach parking, and if the council decides to enact this program immediately, he will propose to utilize the rest of their beach parking passes for the remainder of the year, and then roll it over into a new sticker on January 1st next year. He would also work with the City's Public Information Manager and come up with a concise message for the citizens, so they know exactly what to expect.

Councilmember Destin asked whether employees who work on the harbor and who are resident could obtain a parking pass and park in a parking lot without having to pay; to which the City Manager replied affirmatively.

Motion passed 6-0 (Council members Schmidt, King, Hebert, Bagby, Destin, and Ramswell voted "yes"; Councilmember Braden was absent from the meeting).

D. Announcements

1) Library Technology Upgrades

Library Director Wen Livingston discussed the new enhancements that have been made to the Destin Library.

2) Undergrounding Update

Grants/Projects Manager Jeff Cozadd provided a brief update on the upcoming meeting between the City of Destin and their electric utility undergrounding consultant, Utility Consultants of Florida, which is scheduled for Wednesday, October 13th. He stated that Mr. Schef Wright, the city's undergrounding consultant, and Councilmember Destin will both be attending the meeting.

The City Manager stated that they may have to schedule a special meeting before the end of the month of October to bring the proposed franchise agreement along with the addendum for the undergrounding information to the council.

After a brief discussion, the council agreed to schedule a Special City Council Meeting on Thursday, October 21st, to discuss the franchise agreement with Gulf Power, along with the addendum that would include the undergrounding information.

5. PUBLIC HEARINGS

6. CONSENT AGENDA

- A. 2022 Okaloosa County Public Library Cooperative Interlocal Agreement
- B. Regimental Military Intelligence Battalion (RMIB), 75TH Ranger Regiment Training Exercise – November 29 - December 12, 2021
- C. Resolution 21-15 Request approval for contract extension for the Independence Day Fireworks Display- Continuing Services Contract with Pyro Shows, Inc.
- D. Legion Drive at Main Street, Stormwater/Pavement Repair, authorization to execute a task order
- E. Property & Casualty Insurance Renewals FY22
- F. Board & Committee Minutes

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

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

- A. Councilmember Braden
- B. Councilmember Ramswell
 - 1) Parks and Parking Codes

The Land Use Attorney noted she had previously spoken with both Councilmember Ramswell and the Community Development Director about this matter. The current parking requirement for formally designated city parks is one space per 5000 square feet of space. If the council feels this is something that needs to be amended, they could bring back a proposed ordinance for council consideration. She added that staff is already looking at it in connection with the ongoing code rewrite.

Councilmember Ramswell asked whether the parking requirement would apply to the city’s rights-of-way and potential access points which are not considered a park.

According to the Land Use Attorney, the parking requirement would not apply to areas that are not city parks.

Councilmember Ramswell asked whether parks already in place when they established the one space per 5000 square feet will be grandfathered and would not be held to the new standard if they were to change it.

The Land Use Attorney stated they would have to be consistent with any grant requirements to the extent a park is constructed with the state or federal funding. Otherwise, they could reevaluate requirements at their own parks.

Councilmember Bagby stated that if they were to change the parking requirement, they should differentiate between a community park and a neighborhood/pocket park; identifying requirements for community parks and minimal to none for neighborhood/pocket parks.

Next, Councilmember Ramswell reported receiving a call from one of the Destin firemen expressing concern about the several accidents and near accidents on Airport Road where they have a mid-street crosswalk with no lights or signage. One driver would stop to let a pedestrian walk through while another impatient driver would switch lane and go through.

Public Works Director Michael Burgess stated they had submitted a workorder for placement of additional “*Stop For Pedestrians in Crosswalk*” signs at each of the 4 crosswalks on Airport Road. Also, current plan is to put striping, refresh existing signage, and place additional signage at each one of the crosswalks. In addition, the city has been in discussions with Gulf Power to change out the lighting on Airport Road from the orange sodium lights to a brighter LED fixture.

Council members Ramswell and Bagby recommend placing the solar powered flashing lights on crosswalks similar to those that are in front of City Hall

Councilmember Destin stated that flashing lights could be quite expensive.

Councilmember Destin moved to direct the City Manager to instruct staff to bring back the costs for installing the flashing lights for council’s approval before going forward with the plan; seconded by Councilmember Hebert. Motion passed 6-0 (Council members Schmidt, King, Hebert, Bagby, Destin, and Ramswell voted “yes”; Councilmember Braden was absent from the meeting).

Finally, Councilmember Ramswell requests the following item be added to a future agenda for discussion: *Compatibility between city and county’s ordinances and regulations*. With regards to the county’s plan to increase the maximum intensity, floor area ratio, and maximum building height for areas directly adjacent to residential zoned properties, Councilmember Ramswell asked staff to work with the county to come up with some sort of interlocal agreement to try to find a middle ground agreeable to both parties.

Councilmember Schmidt noted the city has a Joint Planning Agreement with the county, and so the county should have advised the city before moving forward with this plan.

The Land Use Attorney stated that the city has an existing Joint Planning Agreement with the county, and so they could certainly work with the county to expand on the existing agreement, or the city council could direct staff to come back with a resolution explaining the city's position to the county with regards to adjoining areas as Councilmember Ramswell suggested.

Councilmember Bagby recommends staff determines how many and which parcels that connect to the City of Destin will be affected by the county's action; and that, if necessary, he would prefer negotiating with the county on expanding the existing Joint Planning Agreement.

C. Councilmember Destin

D. Councilmember Bagby

1) Staff Reporting Matrix

Councilmember Bagby recommends staff stops publishing the weekly task tracking report to the council, as he considers it a City Manager tool as opposed to a council tool. He would prefer bringing back the staff reporting matrix which include but not limited to the following:

- Monthly Financial Report
- Monthly updates from the TDC
- Quarterly HR Report
- Quarterly Investment Report
- Quarterly Legal Report
- Quarterly Library Report

He also stated that he will work with the City Manager to develop the matrix, and bring it back to council for approval, possibly by the first meeting in November.

E. Councilmember Hebert

1) Beach Flag Ordinance

Councilmember Hebert recommends amending the city's beach flag ordinance to resemble the county's beach flag ordinance for ease of enforcement by the Sheriff's Department.

2) Aquatic center landscaping

Councilmember Hebert announced that Aquatic Center is designating the first Sunday of each month as "Community Service Sunday", inviting groups and individuals to take that opportunity to come to the Aquatic Center in Destin to work on landscape care projects.

3) Emerald Coast Transportation Symposium - November 4-5, 2021

Councilmember Hebert noted that an Emerald Coast Transportation Symposium is scheduled for November 4th and 5th, and that it would be beneficial for a member of the TPO

Committee to attend. As the primary TPO representative, she will not be able to attend due to a scheduling conflict, but she is urging either the other primary representative or alternate representative to make an effort to attend.

Mayor Jarvis agreed to attend the symposium.

F. Councilmember King

G. Councilmember Schmidt

Councilmember Schmidt asked whether staff confirms during the review process that the applicant has the right number of available docks for all their vessels prior to approving the application.

Code Compliance Director Joey Forgione explained that the applicant is required to submit a submerged land lease, however, they only verify that the applicant has enough vehicle parking based on the number of boats for which they are authorized.

The City Manager noted that verifying physical parking for vehicles is currently included in the review process but reviewing the actual dock requirement is not.

According to the Land Use Attorney, there is currently nothing in the code requiring certain number of slips per vessel, and so it is not currently part of the review process. However, if the council wants to make that change to the code prior to the result of the Harbor Capacity Study, then they could direct staff to do so.

Community Development Director Louis Zunguze opined that the Harbor Capacity Study is key to providing the rationale for the change.

Councilmember Destin noted that the submerged land lease attached to the property should state whether pontoon boats are allowed in that property. If they violate the submerged land lease, the State of Florida will have the ability to pull it.

Councilmember Bagby added that the submerged land lease indicates whether pontoon boats are allowed on the property; and if so, the number of vessels allowed on the property. The applicant would then be approved for that amount. He added they should not have to wait for the result of the Harbor Capacity Study which will not come out until after the close of the application period for next season.

According to the Land Use Attorney, the city actually regulates the number of vessels, and staff reviews the submerged land lease and not issue the license if the applicant is not in compliance with their submerged land lease. She continued that Councilmember Schmidt's question involves the number of slips versus the number of vessels. There is currently no code requirement for a certain number of slips. It would be up to council to make that a code requirement. She would recommend waiting for the result of the Harbor Capacity Study before taking any legislative action so that they could make the change holistically rather than the

piecemeal approach. They could also come back to council with ideas for how a slips requirement could be calculated then council could decide which option they prefer. However, it is the council's prerogative to address it earlier.

Councilmember Destin noted that copies of all submerged land leases are available online, in addition to requiring the applicant to submit one. They could just simply review the submerged land lease to determine if certain operation is allowed. They could also amend the code to add a provision that if they do not have permission from the State of Florida in the form of a submerged land lease, then they cannot obtain the license to operate.

The mayor stated that there is a difference between commercial entities and transients. People are abusing the transient slips to be able to put more boats than allowed, and that it is a loophole that needs to be addressed.

The Land Use Attorney noted that the transient issue is already addressed in the code, and that it is currently enforceable to stop boats from being in the transient slips for more than 6 hours at a time. If the council wants, they could further clarify it and come back with suggestions to help code enforcement.

The mayor recommends Mr. Forgione provides a report to council on any issues his department would like for the council to address and place it on the agenda under City Manager's Report before the registration opens on November 1st.

H. Mayor Gay Jarvis

1) 2021 City Manager Evaluation Process

The mayor noted they are currently operating under a 2013 resolution for the City Manager's evaluation process, which is quite cumbersome and complex and needs to be updated to make it simpler. Currently, he gets all the reports from the council, summarize them, and then make recommendations to council with regards to pay raise.

Councilmember Bagby stated they have not been too pleased with the evaluation process. They have the same problems with it now as they had in the past. However, if they decide to make a change, he recommends keeping the flowchart as it allows the City Manager to suggest his objective for the year and allows the City Council to approve or modify those objectives. He also stated that the critical part of the process, which is the evaluation form, needs to be updated and recommends modeling it on best practices in businesses, and providing an interim review prior to the annual review to the City Manager.

According to the Deputy City Manager, he has been reevaluating the process with the Human Resources Manager. They have received several city manager evaluation samples from other municipalities, which seem more simplified than what they currently have in place. They plan to reach out further into other Florida organizations to obtain more samples. He also emphasized the importance of the evaluation process being in alignment with their strategic planning process which is adopted by the council as it is their focus point from the organizational planning standpoint. It is a very important component of the evaluation process.

Councilmember Schmidt stated that the evaluation form is quite lengthy, however, the majority of the items listed was tied to the strategic goals of the city back in 2013. He stated that he agrees with the importance of keeping the strategic goals in the evaluation process.

Councilmember Destin stated that the City Manager, along with the city attorneys, are in a quite unique position as they serve at the pleasure of the council. He stated that he disagrees with the practice of submitting all the evaluation reports to the mayor, who then reviews them and make recommendations to council with regards to pay raise for the City Manager; adding it may be considered as polling which violates the Sunshine Law. He would prefer council members having individual meetings with the City Manager, and any one of them can then make a motion with regards to a raise at any time during a public meeting.

The City Attorney opined that the current process does not necessarily violates the Sunshine Law, but he recommends the city council adopting a more transparent process.

Councilmember Bagby noted the current process is borne out by best practices from the League of Cities and the Sterling Process in 2013. He recommends going back to those two organizations for best practices besides other municipalities and Florida organizations.

Councilmember Destin moved to direct the City Attorney to work with city staff and bring back some recommendations on how to make the City Manager Evaluation Process more transparent and not violate the Sunshine Law; seconded by Councilmember Hebert. Motion passed 6-0 (Council members Schmidt, King, Hebert, Bagby, Destin, and Ramswell voted “yes”; Councilmember Braden was absent from the meeting).

I. Land Use Attorney

1) Tour Helicopters - Destin Airport

The Land Use Attorney noted she has previously discussed this matter with individual council members, and she is asking for some direction to delay the creation of a city ordinance regulating the helicopter tours at the Destin Airport given some changes since that direction was given by the council.

Councilmember Destin moved to postpone proceeding with the ordinance process regulating air tour helicopters at the Destin Airport; seconded by Councilmember Hebert.

Councilmember Schmidt noted that the direction previously given by the council was to simply update a table in the Land Development Code. They have citizens that have expressed their interest in regulating some of the activities in the airport. They should not allow the county to dictate what action this city should or should not take. He recommends moving forward with the ordinance as previously directed by the council.

According to the Land Use Attorney, the county is not asking the city to delay anything. Since the direction was given by the city, there had been an 8-figure litigation filed against individuals and local governments. This could put the city at a serious legal risk of very expensive litigation. It is her opinion that the city does not have to be embroiled in that litigation

at this time as it has very high risk and very little benefit to the city. However, it is the council's prerogative to weigh the risks to the city and make a legislative decision as to whether those risks are outweighed by the benefit to the city.

Councilmember Ramswell stated that this decision is quite bothersome to her as she lives near the airport, and that it has been quite an awful experience for her during the summer. She stated that the city is in charge of zoning certain areas for zoning uses. One of the uses is aircraft and helicopters and so forth. However, in this case, since this is a federal airport, the FAA actually has the jurisdiction over things such as flight frequency and noise decibels. Though she would like this council to take action, she understands the distinction between what the city can technically do as a city and what the FAA is responsible for in this case.

Councilmember Bagby stated that he has not met anyone who likes the helicopters aside from the owner/applicant. However, they have a fiduciary responsibility to do things that protects the city from being sued. Unless the Land Use Attorney states that they could regulate helicopter flight activities on the airport, they would need to work with the county to get them to issue that restriction.

Councilmember Schmidt stated that he does not see the risk of making the change now since they are not breaking any laws by doing so.

The mayor called for a vote on the motion, which passes 5-1 (Council members King, Hebert, Bagby, Destin, and Ramswell voted "yes"; Councilmember Schmidt voted "no"; Councilmember Braden was absent from the meeting).

J. City Attorney

8. PUBLIC COMMENTS

ADJOURNMENT

Having no further business at this time, the meeting was adjourned at 8:04 PM.

Gary Jarvis, Mayor

ATTEST:

Rey Bailey, City Clerk



City of Destin

Proclamation

A PROCLAMATION OF THE CITY COUNCIL OF THE CITY OF DESTIN HONORING LARRY BALLARD UPON HIS RETIREMENT AS BUILDING OFFICIAL FOR THE CITY OF DESTIN

WHEREAS, Larry Ballard's inspiring leadership broadened across the City when he accepted the position of the City's Building Official in August 1987; and

WHEREAS, Larry created and structured the City's Building Division; and

WHEREAS, Larry obtained all the required inspectors, plans examiners, and building code administrators' licenses to perform such duties; and

WHEREAS, Larry has been a tremendous asset to the City. Those who have had the pleasure of working with him understand his dedication and commitment to this organization; and

WHEREAS, Larry has provided the highest standard of service to the City for 34 years, demonstrating professionalism, courtesy, respect, and fairness and consistently applying sound judgment and integrity to various assignments; and

WHEREAS, Larry has been successful in forging positive working relationships with departments and individual employees throughout the City, other agencies, and citizens throughout the community; and

NOW, THEREFORE BE IT PROCLAIMED that the City of Destin, Florida, does hereby recognize and salute **Larry Ballard** on his illustrious career and well-deserved retirement following 34 selfless years with the City as its Building Official.

BE IT FURTHER PROCLAIMED that I, Mayor Gary Jarvis, on behalf of the City Council, City staff, and citizens of Destin, do hereby recognize and honor Larry Ballard for his service and leadership, and thank him for a "JOB WELL DONE" and wish him success in his future endeavors.

SO DONE THIS 15TH DAY OF NOVEMBER 2021
BY:

Gary Jarvis, Mayor

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: November 15, 2021

TYPE OF AGENDA ITEM: Presentation

AGENDA OUTLINE NUMBER: 4.A.

TO: City Council

THRU: Jeffrey Cozadd, Grants Manager
Michael Burgess, Public Services Director
Louis Zunguze, Community Development Director

FROM: Webb Warren, Deputy City Manager

DATE: 9/24/21

SUBJECT: Strategic Plan Update

I. BACKGROUND:

II. DISCUSSION:

A. Link to Strategic Goals / Objectives: Strategic Priorities

B. Effect on Budget (EOB):

C. Level of Service (LOS):

III. CONCLUSION: Informational

IV. RECOMMENDED MOTION: Informational

Attachments:

1. 2021 Strategic Plan Nov Update



Strategic Plan Update

NOVEMBER 15, 2021

STRATEGIC PLANNING CYCLE

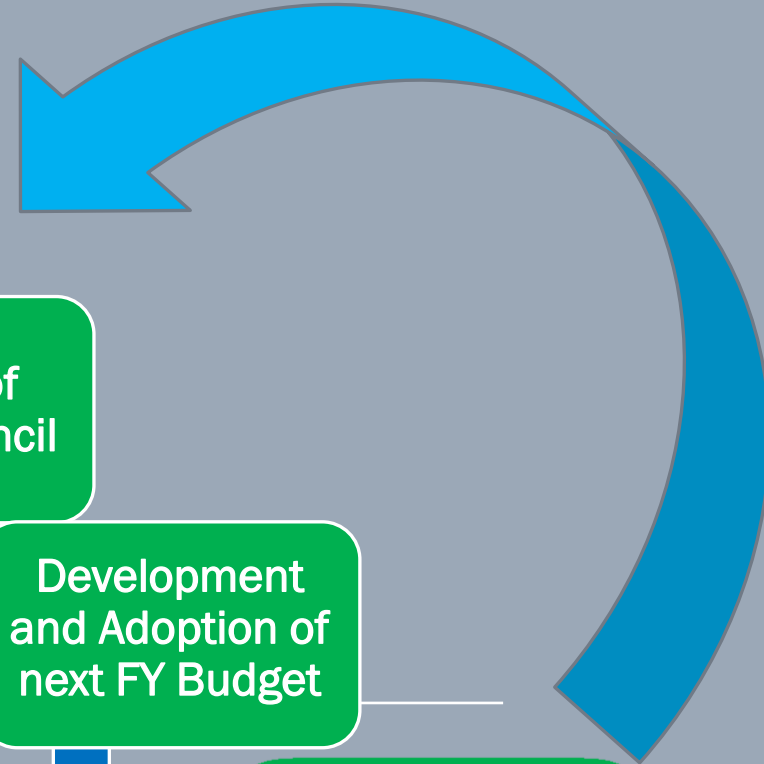


Annual January
Visioning Session
with City Council,
Staff and Public

Adoption of
Plan by Council

Development
and Adoption of
next FY Budget

Staff
Executes
Current FY
Plan



Prioritized Key Customer Groups

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



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

OUR VISION

STRATEGIC GOALS 2026

1. Financially sound city providing service excellence.
2. A green and sustainable environment.
3. Improve mobility and connectivity
4. Enhanced quality of life and safety for families.
5. Economic development and revitalization.
6. Effective, efficient, and aesthetically pleasing infrastructure.

PRIORITY LEVELS

CRITICAL PRIORITY – An objective that must be successfully accomplished within a specified amount of time. (no matter what).

IMPORTANT PRIORITY – A priority that can have a significant impact on performance. Resources are fixed and the variable is either time or the objective.

DESIRABLE PRIORITY – A priority where both resources and time are variables. The organization desires an outcome but cannot absolutely commit specific resources over any specifiable time period. *Resources are fixed for all critical and important priorities; therefore, it may become necessary to transfer resources from DESIRABLE priorities to CRITICAL priorities.

COUNCIL OBJECTIVES FY 21/22

CRITICAL PRIORITIES

IMPORTANT PRIORITIES

DESIRABLE PRIORITIES



CRITICAL PRIORITIES

1.1 Offer livable wages & benefits to attract and maintain high caliber; qualified staff.

- New health insurance plan which provides increased benefits at more affordable rates is in effect for FY2022. This plan also included limited coverage for part-time workers.
- Council approved one-time longevity award for long-term employees has been distributed to staff.
- Sustainable wages-Staff has tied FY2022 and future proposed Cost of Living adjustments (COLA) to the federal Consumer Price Index (CPI) FY2022 COLA was approved for 5%. Merit up to 2%.

A compensation study is in progress to ensure our staff is adequately paid. Our consultants have interviewed staff and is compiling information for recommendations.

Planning Stage

In-Progress

Complete



IMPORTANT PRIORITIES

1.2 Complete two-lane Cross Town Connector

*Since 2004, the city has worked on an alternative to highway 98 for citizens to access city amenities within Destin. Atkins North America has been re-engaged to update the project design and engineering to a two-lane section with multi-use trails. Revised design and engineering is anticipated to be completed in FY2024 after acquisition of right-of-way. The Florida Department of Transportation (FDOT) has budgeted financial support for right-of-way purchases. The City anticipates support from Okaloosa County for construction.

Planning Stage
In-Progress
Complete



IMPORTANT PRIORITIES

1.3 Public Beachfront Acquisition Initiative

Planning Stage
In-Progress
Complete

*Acquiring public beach is the Destin City Council's top priority in the City's 2020 Strategic Plan. The City of Destin has pledged \$9,000,000 (voter approved 1/2 cent sales tax) and Okaloosa County \$13,000,000 (funded by tourism bed tax) for potential beach acquisitions to expand beach access in Destin.

*Expansion and improvements at the City's Shore at Crystal Park began in April 2020.

Park design is in progress. City is in active communication with 3rd Parcel owner, TDD and Okaloosa BOCC.

TPL working on other opportunities for purchase.



IMPORTANT PRIORITIES

1.4 Underground Utilities

*The City is working with a consultant to determine full cost of undergrounding utilities to improve resiliency (reduce storm damage) and to beautify the city by removing overhead electric, telephone, and cable lines. Council has assigned 10% of the Okaloosa 1/2 penny local discretionary surtax towards this endeavor. Utility franchise fees and debt will round out the primary sources of long-term funding.

Franchise agreement was finalized November 1, 2021

Planning Stage
In-Progress
Complete



**Gulf
Power®**

IMPORTANT PRIORITIES

1.5 Zerbe Street/Calhoun Avenue Phase II – Design Pedestrian Pathway Under Marler Bridge

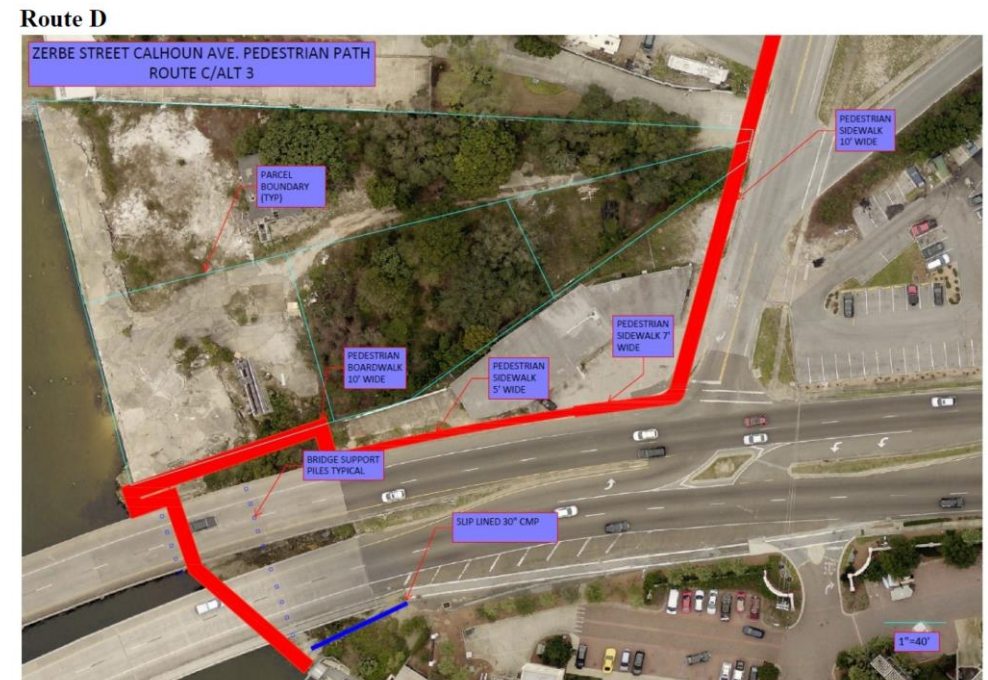
*The area of Calhoun Avenue from Clement Taylor Park to US 98 is identified in the Pathways Master Plan.

Phase I of the project was completed during FY21.

Phase II of the project incorporates designing and constructing a walkway under Marler Bridge to the Harbor Boardwalk.

Funding and sources will be reviewed again when engineering design is completed.

Planning Stage
In-Progress
Complete



DESIRABLE PRIORITIES

1.6 Research Viability of Multi-use Convention/Sports/Community Center

*Perform Phase I Feasibility Study to determine available options in the future as funding allows.

*\$75K Budgeted FY22.

Planning Stage

In-Progress

Complete



DESIRABLE PRIORITIES

1.7 Annexation

Staff has begun research of state statutes and case history of the annexation process.

Staff will do preliminary work with legal to identify possible priorities for annexation and resources required and bring a report to Council.

Planning Stage

In-Progress

Complete

DESIRABLE PRIORITIES

1.8 Transit/Trolley System

Staff is reaching out to Okaloosa County and Walton County TDD about their trolley system and public/private partnerships.

Staff is requesting that future transit infrastructure located paid parking lots be funded in part from paid parking (Parking Fund Resolution).

Planning Stage

In-Progress

Complete



Photo Credit: WFSU Local News

DESIRABLE PRIORITIES

1.9 City Marina

*Perform Phase I Feasibility Study to determine available options in the future as funding allows.

*\$75k Budgeted FY22.

Planning Stage

In-Progress

Complete



DESIRABLE PRIORITIES

1.10 Improve Parking, Explore, Options (i.e. Garage, Surface, etc.)

Planning Stage
In-Progress
Complete

*Parking improvements can be funded from the parking fund. Future years will include repaving, restriping, and potentially other projects to improve public parking throughout the city.

*Improvements to the Zerbe-Sibert parking lots are scheduled for FY2022



DESIRABLE PRIORITIES

1.11 Beach Re-nourishment, Planning and Scheduling

- *Beaches are monitored by the TDC.
- *Beach Renourishment Funding – TDC current reserve balance is \$15 million.
- * TDC and BOCC are monitoring beaches and is in regular communication with city administration.

Planning Stage
In-Progress
Complete



MANAGEMENT OBJECTIVES FY 21/22

CRITICAL PRIORITIES

IMPORTANT PRIORITIES

DESIRABLE PRIORITIES



CRITICAL PRIORITIES

2.1 Balance Resources (Staffing, Time & Money) with Mandatory & Non-Mandatory Functions/Project/Tasks.

2.2 Funding Sources for Beach Acquisitions.

2.3 Funding Sources for Undergrounding Utilities.

Planning Stage
In-Progress
Complete

IMPORTANT PRIORITIES

2.4 Develop and Implement Processes for Consistent and Streamlined Application of Codes and Procedures; Streamline Livery Vessel Regulation & Permitting; Streamlined, Prompt Consistent Building Permitting.

2.5 Improve Communication with Council/Public/Staff.

2.6 Continuous Improvement of Contract Management Process.

2.7 Key Functions/Services: Continuous Improvement of Effectiveness and Efficiency.

Planning Stage
In-Progress
Complete

DESIRABLE PRIORITIES

2.8 Establish Park Foundation to Assist with Acquisitions, Renovations, and Maintenance.

Planning Stage
In-Progress
Complete

MANAGEMENT IN PROGRESS FY 21-25

CRITICAL PRIORITIES

IMPORTANT PRIORITIES

DESIRABLE PRIORITIES



CRITICAL PRIORITIES

3.1 Memorialize Institutional Knowledge – Compass System and Scorecard.

3.2 Plan for Renewal and Replacement of City Facilities and Infrastructure – City has budgeted \$75k for infrastructure and facilities asset study. Budgeted \$2.5 Million for FY2022.

3.3 Monitor Restore Act Grants –Royal Melvin grant on-going. Clement Taylor grant to begin in FY22.

Planning Stage
In-Progress
Complete

IMPORTANT PRIORITIES

3.4 Implement Enhanced Signage Control.

3.5 Develop/Implement Wayfinding Program: Improvement of the City's Gateways; Move "Welcome to Destin Sign" to East Side of Bridge – In progress.

3.6 Update Golf Cart/Low Speed (LSV) Rules – Lowering speed limit signs to 30 mph.

3.7 Implement a Roadway Striping Program – Began in 2021. Beach Drive and Main Street striping jobs, 41,704 feet of stripe have been put down in FY 21, covering 10,321 feet of roadway.

3.8 Provide Training to Board and Committee Members.

3.9 Improve Sidewalks (wider, more walkable) – Completing ADA pedestrian evaluation and plan study and Community Development staff is working on a mobility study.

3.10 Monitor Beach Cleaning with Okaloosa County – In progress.

3.11 Redevelopment (citywide).

Planning Stage
In-Progress
Complete

DESIRABLE PRIORITIES

3.13 Re-establish Environmental Committee

MAJOR PROJECTS FY 21-25

CRITICAL PRIORITIES

IMPORTANT PRIORITIES

DESIRABLE PRIORITIES



CRITICAL PRIORITIES

4.1 Implement and Manage COMPASS Software.

- Implementation is complete, and COMPASS is active.
- Implementation of management dashboard and metric reporting is underway. Staff is constantly looking for opportunities for improvement in our internal processes.

4.2 Harbor Capacity Study (USACE). Underway.

4.3 Land Development Code Revision. Underway.

4.4 Impact Fee Study - Underway (Mobility Plan - Underway).

4.5 Building Permit Fee Study. – To begin in FY22.

Planning Stage
In-Progress
Complete

IMPORTANT PRIORITIES

- | | |
|--|----------------|
| 4.6 Update BTR Fee Schedule and Processes. | Planning Stage |
| 4.7 Construct Captain Royal Melvin Heritage Park. | In-Progress |
| 4.8 Zerbe Street/Calhoun Avenue Phase II – Design Pedestrian Pathway Under Marler Bridge. | Complete |
| 4.9 Hwy 98 Median Improvement Project. This is an FDOT managed project and is pending bids. | |
| 4.10 Norriego Point Phase III – Recreation Complex – FDEP project is fully designed and permitted. | |
| 4.11 Renovate Clement Taylor Park – Design is in place, project planned to start in FY22. | |
| 4.12 Redevelop Joe’s Bayou Recreation Area – FDEP project and the design is underway. | |
| 4.13 Continuity of Streetlights/Conversion to LEDS – Underway, agreement signed. | |
| 4.14 Implement Prioritized Stormwater Improvements Based on the Stormwater Master Plan – Approved by Council September 2021. | |

DESIRABLE PRIORITIES

4.15 Design and Construct Gulf Power Easement Trail/Linear Park – \$1.3 Million budgeted in FY23-25 for engineering, design and phase 1 construction.

4.16 Design and Construct Pickleball Courts – FY22 \$400k is budgeted. Discussions are underway with Okaloosa County for additional land.

Planning Stage
In-Progress
Complete

Other completed FY20 Objectives

Short-term rental compliance with regulations.

Recruit Project and Grants Manager.

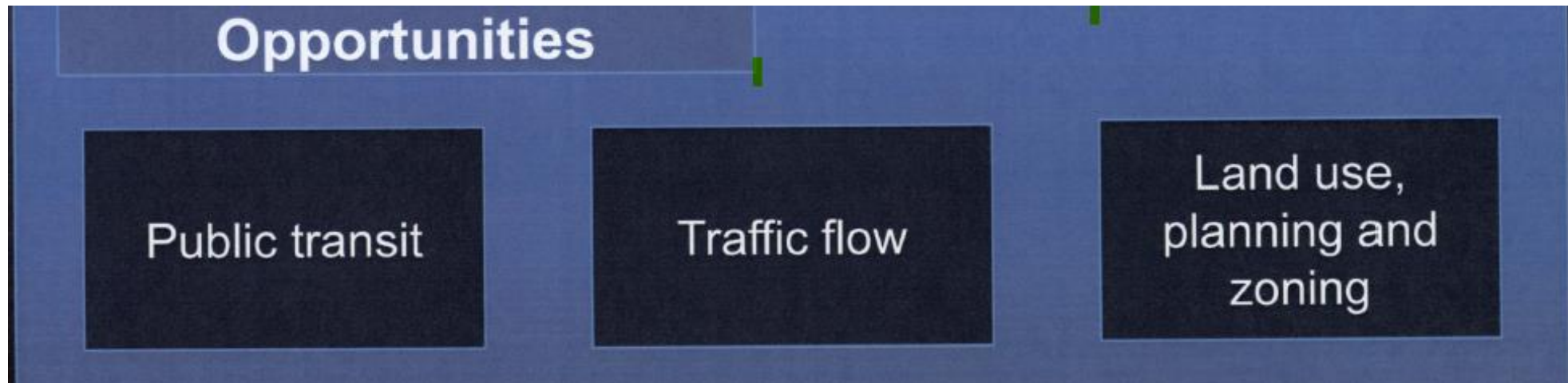
Request TDC funds for additional OCSO services.

Enforce residential boat and RV parking regulations.

Regulate building height limits to five stories (referendum).

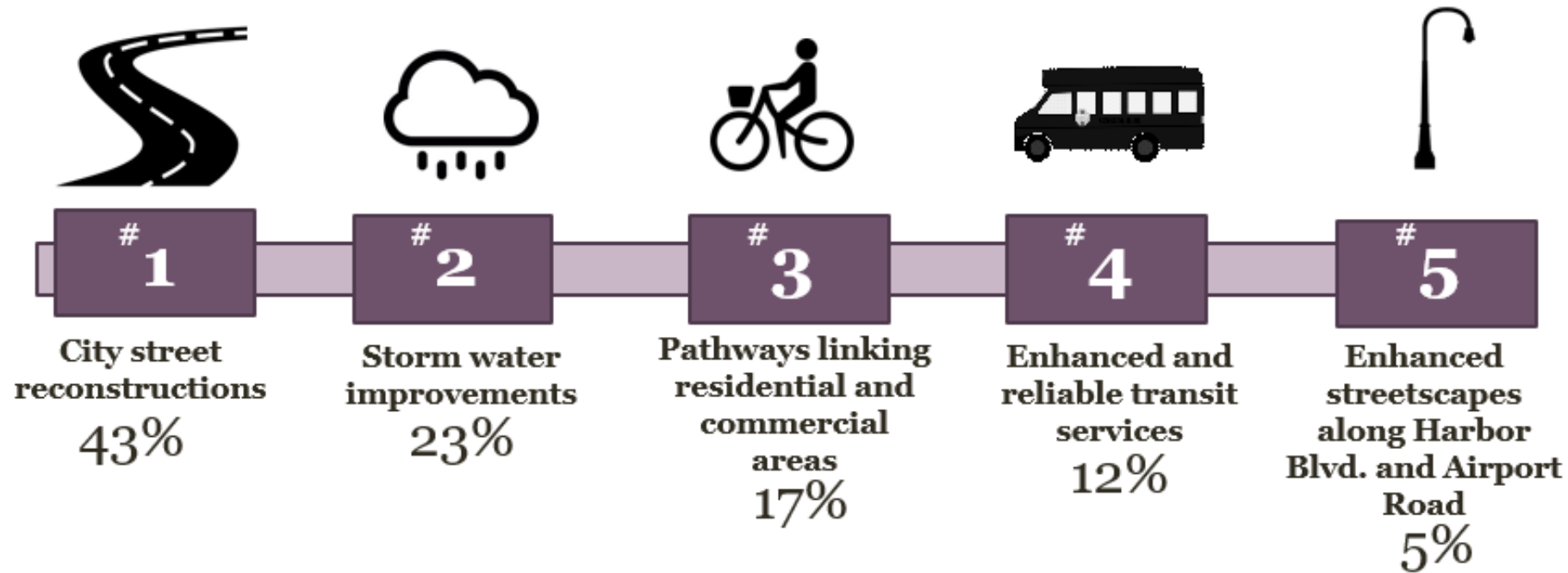
2013 Citizen Survey Results

Top Opportunities for Improvement in 2013 Citizen Survey



2017 Citizen Survey Results

Top Opportunities for Improvement in 2017 Citizen Survey



Vision Forward

**2022 Citizen
Survey Results?**



Questions?



CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: November 15, 2021
TYPE OF AGENDA ITEM: City Manager Report
AGENDA OUTLINE NUMBER: 4.B.

TO: City Council

THRU: Nichole DeVito, Human Resources Manager
Webb Warren, Deputy City Manager

FROM: Kyle Bauman, City Attorney

DATE: November 9, 2021

SUBJECT: City Manager Evaluation Process - Resolution 21-16

I. BACKGROUND:

II. DISCUSSION: At the last City Council meeting, the City Council directed the following changes be made to the City Manager evaluation process:

- City Manager Evaluation Forms be filled out by the Mayor and Councilmembers and provided to the HR Manager, who simply tabulates the scores and provides that to the Council at an open public meeting.
- The proposed and simplified City Manager Evaluation form was approved by Council.

The attached Resolution 21-16 makes these changes and otherwise keeps the City Manager evaluation process adopted by Council in Resolution 13-08 intact.

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

III. CONCLUSION:

IV. RECOMMENDED MOTION: I move to adopt Resolution 21-16.

Attachments:

1. Resolution 21-16 - City Manager
Annual Evaluation Process
2. Resolution 21-16 - Exhibit A -
Flowchart
3. Resolution 21-16 - Exhibit B - City
Manager Evaluation Form
4. Resolution 21-16 - Exhibit C - City
Manager Mid-Year Feedback Form

RESOLUTION ~~13-0821-16~~

A RESOLUTION OF THE CITY OF DESTIN, FLORIDA ESTABLISHING THE PURPOSE AND PROCEDURES FOR THE CITY MANAGER'S ANNUAL EVALUATION; PROVIDING FOR AUTHORITY; PROVIDING FOR THE REPEAL OF ~~RESOLUTION 04-18~~INCONSISTENT AUTHORITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Article IV, Section 4.01 of the Destin City Charter establishes the position of City Manager who shall be fully engaged in work for the City and shall serve at the pleasure of the City Council; and

WHEREAS, Article IV, Section 4.05 of the Destin City Charter establishes the duties and responsibilities of the City Manager; and

WHEREAS, The City Manager's Employment Agreement in effect as of the date of adoption of this Resolution states in Section ~~54~~.B that "~~The City agrees to may~~ increase said base salary and/or other benefits of the City Manager in such amounts and to such an extent as the City Council may determine in its absolute discretion to be desirable on the basis of an annual performance evaluation of the City Manager. Such evaluation shall be in such form, as the Council deems appropriate and shall be made each year in accordance with procedures established by City Council for the duration of this ~~agreement~~Agreement. Nothing in this paragraph shall require the City to increase the base salary or other benefits of the City Manager. Failure to conduct an annual evaluation shall not constitute a material breach of this ~~contract~~Agreement and shall not entitle City Manager to any increase in base salary or other benefits" and;

WHEREAS, a formal system has been adopted to evaluate the performance of the City Manager and is intended to provide a direct relationship between the performance of the City Manager and additional incentive for the City Manager by relating performance to salary and/or benefits received by the City Manager; and

WHEREAS, the formal system previously adopted under Resolution ~~04-18~~13-08, is repealed and replaced with this updated resolution.

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

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. PURPOSE. The purpose of this Resolution is to repeal ~~Resolution 04-18~~inconsistent prior authority, including Resolution 13-08, and set forth a procedure for the annual evaluation of the City Manager.

SECTION 3. PROCEDURES : The evaluation process is set forth in the flowchart as described in **Exhibit A**, with an ~~Evaluation Form and Goal Table~~City Manager Performance Evaluation Form at **Exhibit B** and a mid-cycle Performance Feedback form at **Exhibit C**.

SECTION 4. EFFECTIVE DATE. This Resolution shall be effective upon adoption by the City Council and signature of the Mayor.

ADOPTED THIS 15th DAY of ~~August~~
November 2013~~2021~~
By:

Mayor

~~Sam Seevers~~Gary Jarvis,

ATTEST:

Rey Bailey, City Clerk

City Manager (CM) Evaluation Process Flow Chart

Complete by:

October

Step 1 – CM provides Council with a proposed City Manager Work Objectives listing for the upcoming fiscal year.

CM ACTION

Step 2 – Council approves, or modifies the CM Work Objectives for the upcoming fiscal year.

COUNCIL ACTION
(Council Meeting)

Step 3 – CM ~~Shall~~shall update the *City Manager Performance Evaluation Form* attached as Exhibit B by ~~completing Section 4, “Strategic Goals Accomplishment”~~for updating the strategic goal sections to reflect the adopted and current multi-year Strategic Plan of the City Council. The form shall then be provided to Mayor & Council

CM ACTION

November

Step 4 – Councilmembers may elect to meet individually with the City Manager to discuss the City Manager’s performance during the previous fiscal year.

Note: Should Councilmember elect to use the performance evaluation form, it shall be signed and retained by the CM.

COUNCILMEMBER
ACTION

December

Step 5 – ~~The City Manager shall meet and provide the Mayor with copies of completed evaluation forms~~The Mayor & City Council shall provide completed evaluation forms to the HR Director, who shall tabulate the results and provide the tabulated results to the City Council at a public meeting.

~~The Mayor shall prepare a recommendation for City Council~~

CM & MAYOR
ACTION

December

Step 6 – During December the City Council shall by motion, take appropriate actions which might include, but are not limited to, pay and/or benefits increases, or corrective actions.

COUNCIL ACTION
(Council Meeting)

May-June

Step 7 – Councilmembers may elect to meet individually with the City Manager to discuss the City **Manager’s Mid-Year Performance Feedback.**

Note: Should Councilmember elect to use the feedback form, it shall be signed and retained by the CM.

COUNCILMEMBER
ACTION

Exhibit A
Resolution ~~13-08~~21-16



City of Destin City Manager Annual Review

NAME: _____

REVIEW DATE: _____

Needs Improvement	Meets Expectations	Exceeds Expectations	CITY MANAGER PERFORMANCE Instructions: Review each trait of the City Manager's performance for the review period identified above. Mark an "X" in the rating you believe best matches performance levels (if completing electronically, pressing the space bar or clicking in the box will generate the "X").	COMMENTS (optional)
☐	☐	☐	Diligent and thorough in the discharge of duties; exercises good judgment.	
☐	☐	☐	Exhibits composure, resilience, and the ability to manage difficult issues addressing the City.	
☐	☐	☐	Prepares a balanced budget to provide services at a level expected by the City Council and Mayor.	
☐	☐	☐	Clearly communicates directives and expectations, encouraging Department Directors to make decisions and take ownership within their jurisdictions with minimal CM involvement.	
☐	☐	☐	Maintain open lines of communication, providing timely information, guidance, and recommendations to the City Council and Mayor concerning matters of importance.	
☐	☐	☐	Demonstrates dedication to public service, including meeting with and actively listening to residents and businesses.	
☐	☐	☐	Anticipates and analyzes problems with the ability to develop effective, creative, and/or innovative approaches for resolution.	
☐	☐	☐	Training and development of staff	

Needs Improvement	Meets Expectations	Exceeds Expectations	STRATEGIC PLAN Instructions: Review each critical and important council objective of the Strategic Plan for the review period identified above. Mark an "X" in the rating you believe best matches performance levels (if completing electronically, pressing the space bar or clicking in the box will generate the "X").	COMMENTS (optional)
			Critical Priority	
☐	☐	☐	1.1 – Offer livable wages & benefits to attract and maintain high caliber, qualified staff	
			Important Priority	
☐	☐	☐	1.2 Complete two-lane Crosstown Connector	
☐	☐	☐	1.3 Public Beachfront acquisition initiative	
☐	☐	☐	1.4 Underground utilities.	
☐	☐	☐	1.5 Zerbe St/Calhoun Ave Phase II – Design pedestrian pathway under Marler Bridge	

EVALUATOR’S COMMENTS:

Strengths – City Manager’s Most Notable Attributes:

Opportunities For Improvement:

OVERALL EVALUATION:

Needs Improvement ☐

Meets Expectations ☐

Exceeds Expectations ☐

SIGNATURES:

City Manager: _____

Date:

Evaluator: _____

Date:

Human Resources Director: _____

Date:

City Manager Comments:



City of Destin City Manager Mid-Year Feedback Form

NAME: _____

REVIEW DATE: _____

Elected Official's Mid-Year feedback on City Manager's Performance:

City Manager's Most Notable Performance Attributes at Mid-Year:

Opportunities For Improvement at Mid-Year:

Elected Official's Mid-Year feedback on the Execution of the Strategic Plan:

City Manager's Most Notable Performance as it relates to the execution of the Strategic Plan at Mid-Year:

Opportunities For Improvement at Mid-Year:

SIGNATURES:

City Manager: _____

Date:

Evaluator: _____

Date:

City Manager Comments:

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: November 15, 2021

TYPE OF AGENDA ITEM: Consent Agenda

AGENDA OUTLINE NUMBER: 4.C.

TO: City Council

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

FROM: Rey Bailey, City Clerk

DATE: November 5, 2021

SUBJECT: Rules of Procedures for City Council Meeting - Resolution 21-17

I. BACKGROUND: At their November 1, 2021 meeting, the City Council directed staff to draft an amendment to Resolution 13-15, Rules of Procedures for Council Meetings, incorporating the following changes:

1. Eliminate the "Approval of Minutes" section. Place approval of minutes under "Consent Agenda."
2. Move "Proclamations/Recognition/Special Presentation/Announcements" section following "Agenda Approval" section.
3. Move "Consent Agenda" up following the first "Public Comments" section.
4. Eliminate requirements for submission of yellow card/blue card.
5. Bring back a resolution combining all previous amendments to Resolution 13-15.

II. DISCUSSION: The City Council recognizes the need to amend and adopt rules of procedure for council meetings. One of the most crucial items in providing for orderly meetings is a well-organized, well-prepared agenda. It allows for a smooth flow of information to the governing body and creates an efficient process through which they can consider and craft policy decisions. The new format will help accomplish that goal.

A. Link to Strategic Goals / Objectives: Service Excellence

B. Effect on Budget (EOB): None

C. Level of Service (LOS): New process will help ensure adequate consideration of

all issues and help meetings run more effectively and efficiently

III. CONCLUSION: The proposed resolution revises the current agenda process as directed by the council.

IV. RECOMMENDED MOTION: I move for approval of Resolution 21-17.

Attachments:

1. 17 - City Council Meeting Procedures

RESOLUTION 21-17

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DESTIN ADOPTING RULES OF PROCEDURE FOR COUNCIL MEETINGS; CONSOLIDATING PROVISIONS IN RESOLUTION 13-15 AND SUBSEQUENT AMENDMENTS TO RESOLUTION 13-15; AMENDING ORDER OF BUSINESS AT COUNCIL MEETINGS; PROVIDING FOR AUTHORITY; GENERAL RULES; TYPES OF MEETINGS; PRESIDING OFFICER AND DUTIES; ORDER OF BUSINESS; ORDINANCES, RESOLUTIONS, AND OPINIONS; CITIZEN PRESENTATIONS; SUSPENSION AND AMENDMENT OF RULES; AND AN EFFECTIVE DATE.

WHEREAS, the City Council recognizes the need to amend and adopt rules of procedure for Council Meetings; and

WHEREAS, it is recognized that rules of procedure will establish consistent agendas and orderly meetings; and

WHEREAS, recent general law amendments have affected municipal meeting procedures; and

WHEREAS, the City Council feels it in the best interest of the City of Destin to accept and adopt by Resolution Council meeting Rules of Procedure;

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Destin does hereby adopt the following as Rules of Procedure for the City of Destin Council meetings:

1. AUTHORITY:

1.1 Authority: The authority for this resolution is the City Charter and Sec. 286.0114, Florida Statutes.

1.2 Rule Power: The Charter of the City of Destin provides that the Council may determine its own rules of procedure for meetings. Limiting mandates are provided by general law.

2. RULES ESTABLISHED:

2.1 Rules Established: The following set of rules shall be in effect upon their adoption by the Council and until such time as they are amended, or new rules adopted in the manner provided by these rules.

3. GENERAL RULES:

3.1 Meetings to be Public: All meetings of the Council shall be open to the public, except for such meetings as are exempt by general law.

3.2 Quorum: A majority of the members of the Council, free of voting conflict, shall constitute a quorum and be necessary for the transaction of business. If a quorum is not present, those in attendance will be named and they shall adjourn to a later time.

3.3 Compelling Attendance: The Council may adjourn from time to time to compel the attendance of absent members.

3.4 Minutes of Proceedings: Minutes of the meetings of the Council shall be kept by the City Clerk, except for such meetings as are exempt by general law.

3.5 Right of Floor: Any Council member desiring to speak shall first be recognized by the Presiding Officer and shall confine his or her remarks to the one subject under consideration or to be considered.

3.6 City Manager: The City Manager or his or her designee is expected to attend all meetings of the Council and shall have the right to take part in all discussions of the Council.

3.7 City Attorney: The City Attorney or his or her designee is expected to attend all meetings of the Council and provide guidance and opinions, on questions of law and shall act as the Council's parliamentarian by advising the Presiding Officer regarding matters of procedure.

3.8 City Clerk: The City Clerk or his or her designee shall attend all meetings of the Council and shall keep the official minutes of proceedings and perform such other duties as may be requested by the City Manager or Council.

3.9 Rules of Order: *Roberts Rules of Order Revised* shall serve as a guide to the proceedings of the Council to the extent they are not in conflict with these rules.

3.10 Motion to Reconsider: An action of the Council may be only at the same meeting at which the action was taken. A motion to reconsider may be made only by a Councilmember who voted on the prevailing side of the question and must be concurred in by a majority of those present at the motion to reconsider shall rescind the action.

3.11 Motion to Rescind: An action of the Council taken at a Motions to Rescind shall be governed by the following

1. A Councilmember seeking rescission of a previous action shall place a Motion to Consider Rescission on the agenda of a regular Council meeting. If a majority of the full membership of the Council approves the Motion to Consider Rescission, the Motion to Rescind shall be placed on the agenda of the next regular Council meeting. If less than a majority of the full membership vote in favor of the Motion to Consider Rescission, no Motion to Rescind, the previous action shall be considered by the Council.
2. Approval of a Motion to Rescind requires the affirmative vote of a majority of the full membership of the Council.
3. If a Motion to Rescind is approved, the Council shall, at the same meeting, either consider the previous action or set a date certain for its consideration.
4. Notwithstanding anything stated above, a Motion to Rescind initiated by a Councilmember who voted on the losing side in connection with the previous action shall not be in order unless the Council determines:
 - a. Subsequent information has become known that (i) would have been material to the Council's decision on the previous action and (ii) would have militated for a different result; or
 - b. A rescission of the previous action is imperative to avoid a material cost, risk, harm, or other jeopardy to the city or its citizens, and the material cost, risk, harm, or other jeopardy could not have been known at the time of the Council's previous action.
5. For purposes of the Motion to Rescind, a Councilmember who was absent for a vote on the motion in connection with the previous action is deemed to have been on the prevailing side of the vote.
6. There may be actions of Council taken regarding which the Council is estopped from rescinding.

3.12 Action Savings: No action taken by the Council shall be deemed void or invalid because of the failure to adhere to Robert's Rules of Order or the provisions of these rules of order and procedure, except as may otherwise be provided by general law.

4. TYPES OF MEETINGS:

4.1 Regular Meeting: The Council shall meet in the Council Chambers or another designated place within the City boundaries, for meetings. Regular Council Meetings are to commence at 6:00 p.m. unless

otherwise specified, on the first and third Monday of each month except for National Holidays which fall on a Monday when the regular meetings shall be on the next Tuesday.

4.2 Special Meetings: Special Meetings may be held on the call of the mayor or any three (3) Councilmembers. The call for a Special meeting shall be filed with the City Clerk, except that an announcement of a special meeting during any regular meeting shall be sufficient for such special meeting unless otherwise provided by general law. When practical there shall be a twelve-hour notice to each Councilmember and local news media.

4.3 Adjourned Meetings: Any meeting of the Council may be adjourned to a later date and time.

4.4 Workshop Meetings: The Council may meet informally in workshop meetings (open to the public), at the call of the mayor or of any three (3) members of the Council. No ordinances, resolutions or other actions may be adopted at such meeting provided that the Council may direct staff to take actions that do not entail the expenditure of City funds.

4.5 Emergency Meetings: Emergency meetings may be held on the call of the mayor or a majority of the Councilmembers whenever there is a public emergency affecting life, health, property or the public peace, and whenever practicable, upon no less than one (1) hours' notice to each Councilmember and local news media.

4.6 Telephonic Participation: If a quorum of the City Council is physically present, other members of the City Council may participate, but not vote, by phone provided they can be heard on the record and they can hear the other members of the City Council and the participating public.

5. PRESIDING OFFICER AND DUTIES:

5.1 Presiding Officer: The Mayor, if present, shall preside at all meetings of the Council. In the absence of the Mayor, the Mayor Pro Tem shall preside. In the absence of both the Mayor and the Mayor Pro Tem, the meeting shall be called to order by the City Clerk for the purpose of electing a temporary presiding officer.

5.2 Call to Order: The meetings of the Council shall be called to order by the Presiding Officer.

5.3 Preservation of Order: The Presiding Officer shall preserve order and decorum; prevent attacks on personalities or the impugning of members' or motives, and confine members in debate to the question under discussion.

5.4 Points of Order: The Presiding Officer shall determine all points of order, subject to the right of any member to appeal to the Council.

If any appeal is taken, the question shall be, "Shall the decision of the presiding officer be sustained?" A majority of the Council sitting and eligible to vote is required to reverse the ruling of the Presiding Officer.

5.5 **Voting:** Voting by registering votes on the electronic voting board meets the Charter requirement for roll call vote.

6. **ORDER OF BUSINESS:**

6.1 **Order of Business:** The general rule as to the order of business in regular meetings shall be as follows:

(NOTE: Language in this resolution that is ~~struck through~~ is language proposed to be deleted, underlined language is language proposed to be added)

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~~

~~2. 1. PROCLAMATIONS/RECOGNITIONS/SPECIAL PRESENTATIONS/ANNOUNCEMENTS~~ (*No public comments*)

(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).

~~3. 2. 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) (Section 5 – Public Hearings have separate public comments time for these items)*

3. CONSENT AGENDA

4. CITY MANAGER REPORTS

5. PUBLIC HEARINGS

~~6. CONSENT AGENDA~~

~~7. 6. COMMENTS/PRESENTATIONS FROM MAYOR, COUNCIL, LAND USE ATTORNEY AND CITY ATTORNEY~~

8. 7. PUBLIC COMMENTS (Comments from the public on any matters considered at the meeting, or on any matters not on the agenda)

ADJOURNMENT

Agenda: The order of business of each regular meeting shall be as contained in the agenda. The agenda shall be a listing by topic of subjects to be considered by Council. A request to be on the agenda shall be presented in the prescribed form to the City Clerk by 12:00 noon on Wednesday, prior to the regular meeting. A preliminary agenda shall be published by 12:00 noon on Wednesday, prior to the regular meeting. Items may be deleted from the printed preliminary agenda, but items shall not be added. A final agenda with any items deleted, will be printed by 12:00 noon Thursday, prior to the regular meeting. When practical, backup material relating to agenda items are to be presented for the record and shall be given to the City Clerk by 12:00 noon Thursday, prior to the regular meeting. Council meeting packets shall be prepared by the City Clerk's office and ready for distribution by mid-afternoon on Thursday, prior to the meeting to which it pertains. If regular meetings are held other than on the scheduled meeting dates, a similar lead time schedule for agenda and packet materials shall be followed.

6.2 Opening Invocations: United States Supreme Court and Eleventh Circuit have consistently upheld the practice of delivering religious invocations before deliberative public bodies occurring prior to policymaking. See *Town of Greece v. Galloway*, 134 S. Ct. 1811 (2014); *Marsh v. Chambers*, 463 U.S. 783 (1983); *Atheists of Florida, Inc. v. City of Lakeland*, 732 F.3d 577 (11th Cir. 2013); The City recognizes that our City and Nation is comprised of individuals with a diversity of viewpoints, including but not limited to, faiths, religions, beliefs, and non-beliefs. Accordingly, the City will make reasonable efforts to invite, locate, and welcome individuals with a diversity of viewpoints to offer the opening invocation for the benefit of the City Council and the City's policies shall not be intended, implemented, or construed in any manner to affiliate the City Council with or express any preference for or against any faith, non-faith, or religious denomination. In recognition of the diversity of faiths, ideas, viewpoints, and various beliefs as referenced herein, it shall be the policy of the City that sectarian prayer may be allowed that is solemn and respectful in tone that invites the City Council members to reflect upon shared ideals and common ends before embarking on the business of governing. However, invocation speakers are hereby requested to refrain from exploiting the invocation period with proselytizing or advancing any one belief, view, or religion; disparaging any other faith or belief; denigrating nonbelievers or religious minorities; threatening damnation; or preaching conversion; and

6.2.1. Intent. It shall be the policy of the City Council that the procedures stated in this rule concerning opening invocation shall govern all official meetings of the City Council and that the members of the City Council and City staff shall adhere to these rules. These policies and procedures are not intended, shall not be implemented, and shall not be construed in any way to affiliate the City Council or the City with, nor express a preference for or against any faith, belief, opinion, religion, or denomination. Rather, these policies and procedures are intended to acknowledge and express the City Council respect for the diversity of religious denominations and faiths represented and practiced among the citizens of the City.

6.2.2. Timing. After the Call to Order of all official meetings of the City Council an Opening Invocation as described herein shall occur. The opening invocation will occur and be completed during the opening, ceremonial portion of the City Council meeting and shall in no event occur, or be construed to occur, during the policymaking or legislative portions of the City Council meeting.

6.2.3. Speaker Selection. The opening invocation will be performed by a local volunteer selected in accordance with these rules. The local volunteer selected for leading the opening invocation shall be selected from a wide pool of local clergy as specified below, and he/she shall in no event receive compensation from the City for his/her participation or services. To ensure that such person is selected from among a wide pool of local clergy, on a rotating basis, the invocation speaker shall be selected according to the following procedure:

- 1) The City Manager or his/her designee shall compile and maintain a database of the religious congregations with an established presence within the jurisdictional limits of the City of Destin and Okaloosa County.
- 2) The Congregation List shall be compiled by referencing the listings for “churches,” “congregations,” or other similar religious assemblies located within the jurisdictional limits of the City and Okaloosa County in the annual Yellow Pages telephone book(s) published for the City and Okaloosa County, research from the Internet, and consultation with local chambers of commerce. All religious congregations with an established presence within the jurisdictional limits of the City and Okaloosa County are eligible to be, and shall be, included in the Congregation List. Any such congregation, entity, organization, or individual within the jurisdictional limits of the City and Okaloosa County not otherwise identified for participating may request inclusion on the Congregation List by written communication directed to the City Manager that references the opening invocation. This policy is intended to be and shall be applied in a way that is all-inclusive of every diverse religious congregation within the jurisdictional limits of the City and Okaloosa County. The Congregation List is compiled and used for purposes of logistics, efficiency, and equal opportunity for all religious leaders within the jurisdictional limits of the City and Okaloosa County to choose whether to respond to the City Council’s Invitation and participate. The City Manager or his/her designee may not inquire into the faith, denomination, or other religious belief of the congregation before adding it to the Congregation List.

- 3) The Congregations List may also include the name and contact information of any chaplain who serves the Destin Fire District or Okaloosa County Sheriff's Department.
- 4) The Congregations List shall be updated, by reasonable efforts of the City Manager or his/her designee, on or about the month of July of each calendar year.
- 5) Within thirty (30) days of the effective date of this policy, and on or about May 1 of each calendar year thereafter, the City Manager or his/her designee shall mail an invitation addressed to the religious leader, chaplain, minister, rabbi or similar, or other contact person of each congregation listed on the Congregations List. The invitation will comport with substantially the following form:

Dear Sir or Madam:

The Destin City Council makes it a policy to invite members of the clergy and other religious leaders having an established presence within the jurisdictional limits of the City of Destin and Okaloosa County to voluntarily offer an invocation before the beginning of its meetings for the benefit and blessing of the City Council. As the leader of one of the religious congregations with an established presence within the jurisdictional limits of the City and Okaloosa County, you are invited to offer this important service at an upcoming meeting of the City Council.

If you are willing to assist the City Council in this regard, please send a written reply at your earliest convenience to the City Manager at the address included on this letterhead. Invocation speakers are scheduled on a first-come, first-serve basis. The dates of the City Council's scheduled meetings for the upcoming year are enclosed. If you have a preference among the date, please state that request in your written reply.

This opportunity is voluntary, and you are free to offer the invocation according to the dictates of your own conscience. To maintain a spirit of respect and ecumenism, the City Council respectfully requests that the invocation opportunity not be exploited as an effort to convert others to the particular faith of the invocation speaker, nor to disparage any faith or belief different than that of the invocation speaker or otherwise threaten damnation or denigrate nonbelievers.

Statements reflecting ideals relating to peace and security for the nation; safety of our armed forces, police, firefighters and emergency service personnel; wisdom for the lawmakers; and justice for the people are encouraged.

On behalf of the City Council of the City of Destin, I thank you in advance for considering this invitation.

*Regards,
City Manager or his/her designee*

- 6) As the invitation letter shall state, the respondents to the invitation shall be scheduled on a first-come, first serve basis to deliver the invocation. All reasonable efforts shall be made to ensure that a variety of invocation speakers are scheduled for City Council meetings. Notwithstanding the preceding, no invocation speaker shall be scheduled to offer an invocation at consecutive meetings of the City Council, or at more than three (3) City Council meetings in any calendar year.
- 7) No member of the City Council, City employee or staff shall engage in any prior inquiry, review, or involvement in, the content of any invocation to be offered by an invocation speaker. However, consistent with U.S. Supreme Court precedent, invocation speakers are hereby advised that the invocation should not denigrate nonbelievers or religious minorities; threaten damnation; or preach conversion. Statements reflecting ideals relating to peace and security for the nation; safety of our armed forces, police, firefighters and emergency service personnel; wisdom for the lawmakers; and justice for the people are encouraged.
- 8) The City Manager may add the name and affiliated organization of the selected invocation speaker for a particular meeting to the City Council agenda next to the "Invocation" item.
- 9) In recognition of the transitional process relating to the policies set forth herein, including but not limited to the completion of the Congregation List and mailing of the invitations, the City Council may invite religious leaders, chaplains, ministers, rabbis or similar of congregations located within the jurisdictional limits of the City and Okaloosa County to conduct the opening invocation until such time as the Congregation List is compiled.

- 10) In the event a meeting of the City Council does not have a volunteer opening invocation speaker for that meeting, the City Council reserves the right to invite religious leaders, chaplains, ministers, rabbis or similar of congregations located within the jurisdictional limits of the city and Okaloosa County to conduct the opening invocation for that meeting.

6.2.4. Conduct of Opening Invocation. No member of the City Council, City employee or staff, or any other person in attendance at the meeting shall be required to participate in any opening invocation that is offered. An opportunity to exit the City Council Chambers and return upon completion of the opening invocation is afforded to those who do not wish to participate or witness the opening invocation. 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. Such invitation constitutes a general invitation that a person in attendance may stand if he/she wishes to do so for such observances.

6.2.5. Agenda Disclaimer. The following statement shall be placed at the bottom of City Council meeting agendas:

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

6.3. Presentation by Members of Council: The Agenda shall provide times when the Mayor, Councilmember, City Manager and City Attorney may bring before the Council any business that he or she feels should be deliberated upon by the Council. These matters need not be specifically listed on the Agenda but may be acted upon only upon an extraordinary vote of the Council members present and eligible to vote on the matter. Except in instances where extraordinary conditions are necessitated, the Mayor and Council shall notify the City Manager of forthcoming agenda topics in keeping with the above deadlines and strive to supply backup materials for timely distribution with the agenda packets.

6.4 Consent Agenda: The Consent Agenda may be used to handle routine matters on the agenda expeditiously. There is no separate discussion of these items unless a Councilmember or a member of the public requests an item be removed for

consideration in its normal sequence on the Agenda. The approval of the Consent Agenda is usually handled in one motion from the Council table, "I move that the Consent Agenda, (item numbers may be included) be approved; or if items are to be removed, "for good cause" or "discussion", a typical motion might be, "I move that we approve the Consent Agenda items_____through__with the exception of item____."

6.5. Requests for Ordinances, Resolutions or Opinions: Any Council member may request the City Manager or City Attorney to prepare or have prepared proposed ordinances or resolutions. Any Council member or the mayor may request a legal opinion of the City Attorney.

7. CITIZENS PRESENTATIONS:

7.1 Presentation by Public on Proposition before the Council:

The agenda shall provide times when the public is given a reasonable opportunity to be heard on a proposition before the City Council. The opportunity to be heard may not occur at the same meeting in which the Council takes official action on the proposition, provided when the opportunity has been extended within sixty (60) days before the meeting at which the Council takes the official action. Public opportunity hereunder does not extend to:

- (a) An official act that must be taken to deal with an emergency situation affecting the public health, welfare, or safety, if compliance with the requirements would cause an unreasonable delay in the ability of the board or Council to act.
- (b) An official act involving no more than a ministerial act, including, but not limited to, approval of minutes and ceremonial proclamations.
- (c) A meeting that is exempt from Sec. 286.011 Florida Statutes
- (d) A meeting during which the board or Council is acting in a quasi-judicial capacity. This paragraph does not affect the right of a person to be heard as otherwise provided by law.

7.2 Addressing the Council -- Scheduled Presentations: Any person desiring to address the Council by oral communication on any subject not already on the Council meeting agenda shall first secure the permission of the Presiding Officer and will be recognized under "Scheduled Presentations from the Public." Only those persons who have completed a speaker's form and who have notified the City Clerk by 12:00 noon of the Wednesday immediately preceding the regular meeting will have their name placed on the agenda and be recognized under the heading "Scheduled Presentations from the Public."

7.3 Addressing the Council -- Public Opportunity on Council Propositions: Any person desiring to address the Council by oral communication ~~regarding agendaed Council propositions shall complete and deliver a Request to Speak Card to the City Clerk then~~ shall secure the permission of the Presiding Officer and will be recognized under ~~"Public Participation on Council Propositions" where that item occurs on the regularly~~ "Public Participation on Council Propositions" where that item occurs on the regularly

~~scheduled Agenda. Public Comments and Public Hearing portions of the agenda.~~

7.4 Addressing the Council – Public Opportunity on Public Hearings: Any person desiring to address the Council regarding Public Hearings by oral communication shall ~~complete and delivery a Request to Speak Card to the City Clerk then~~ secure the permission of the Presiding Officer and will be recognized under “Public Hearings” where that item occurs on the regularly scheduled Agenda.

7.5 Manner of Addressing the Council -- Time Limit: Each person addressing the Council shall approach the microphone, shall give his or her name and

address and the organization or group they represent if any, in an audible tone of voice for the record and, unless further time is granted by the Council, shall limit their address to three minutes. All remarks shall pertain to City business and shall be addressed to the Council as a body, and not to any member thereof. No person, other than members of the Council or Mayor, and the persons having the floor, shall be permitted to enter into any discussion, either directly or through the members of the Council. No questions shall be asked the Councilmembers or staff, except through the Presiding Officer.

7.6 Personal and Slanderous Remarks: Any person making personal, impertinent or slanderous remarks, or who shall become boisterous or use offensive language, while addressing the Council, may be requested to leave the meeting. No reference by name to any individual present or absent, including Councilmembers and staff, shall be used in a negative manner by any person addressing the Council. All participants and speakers shall refrain from belittling or insulting remarks or making personal attacks.

7.7 Reading of Protests: Interested persons, or their authorized representatives, may address the Council for the reading of protests, petitions, or communications relating to any matter over which the Council has control when the item is under consideration by the Council.

7.8 Referral of Citizens' Complaints: While in session, the Mayor or Councilmembers, individually, or the City Council collectively, through motion, may refer citizen's complaints to staff or an appropriate City Committee.

7.9 Written Communications: Interested parties, or their authorized representatives, may address the Council by written communication on any matter of business. However, in order to preserve the public record as well as comply with Florida's Public Records Law, an exact copy of said written communication must be provided to the City Clerk.

7.10 Presentations by Representatives of Groups or Factions: At

meetings, in which four (4) or more individuals of a group or faction wish to be heard, a representative of a group or faction may address the Council rather than all members of the group or faction and in such instances shall limit their address to twenty (20) minutes.

7.11 Challenges to Staff and Advisory Body Recommendations:

Anyone who is challenging a staff and advisory body recommendation must submit a request in writing to be placed on the agenda by 12:00 noon on the Wednesday before the upcoming regular meeting. The request must contain a written memorandum setting forth in detail the specific rulings or findings to which they object and stating any Florida Statutes, case law, or sections of the Land Development Code, Comprehensive Plan or ordinances of the City of Destin on which they are basing their objection. Council may not consider a challenge to administrative decisions requiring Board of Adjustment review or decisions of City Boards over which the Council lacks review jurisdiction.

8. SUSPENSION AND AMENDMENT OF THESE RULES:

8.1 Suspension of Rules: Any provision of these rules not governed by the City Charter or City Code may be temporarily suspended by a vote of a majority of all the Councilmembers.

8.2 Amendment of Rules: These rules may be amended, or new rules adopted, by a majority vote of all members of the Council, provided that the proposed amendments or new rules shall have been introduced into the record at a prior Council meeting.

9. REPEAL OF CONFLICTING RESOLUTIONS:

9.1 Repeal of Conflicting Resolutions: ~~Resolution 04-10, a copy of which is attached hereto and made a part hereof by reference, is hereby repealed.~~ Any resolution or policy in conflict with this Resolution shall be considered repealed to the extent of the conflict.

10. EFFECTIVE DATE: This resolution shall be effective upon its adoption by the City Council.

SO DONE THIS THE 15TH DAY OF NOVEMBER 2021

By: _____

Gary Jarvis, Mayor

ATTEST:

Rey Bailey, City Clerk

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: November 15, 2021

TYPE OF AGENDA ITEM: City Manager Report

AGENDA OUTLINE NUMBER: 4.D.

TO: City Council

THRU: Rey Bailey, City Clerk
Webb Warren, Deputy City Manager
Lance Johnson, City Manager

FROM: Kyle Bauman, City Attorney

DATE: November 9, 2021

SUBJECT: Temporary Vacation of Council Seat

I. BACKGROUND: Due to a temporary vacancy in office, the Council will need to appoint a replacement Councilmember.

II. DISCUSSION: Pursuant to section 112.51(3), Florida Statutes, the suspension of a municipal officer by the Governor creates a temporary vacancy in the office during the suspension. Section 112.51(3) further requires that any temporary vacancy be filled by a temporary appointment to such office for the period of the suspension. This temporary appointment is to be made in the same manner and by the same authority by which a permanent vacancy in such office is filled as provided by law.

Section 3.09 of the City Charter addresses the filling of vacancies. If less than one year remained in the unexpired term of the councilmember creating the vacancy or if there is less than one year before the next regular City election, the Council by a majority vote of the remaining members chooses a successor to serve until a newly elected councilmember is qualified. If there is one year or more remaining in the term and no regular election is scheduled within one year, then the Council appoints replacement and schedules a special election to be held between 60 and 90 days following the occurrence of the vacancy.

Here, the suspension occurred on November 4, 2021, and the seat is scheduled for the regular election to occur on November 8, 2022. Therefore, more than one year remains since the date the vacancy occurred; however, the earliest Council could appoint a replacement is at its regular meeting on November 15, 2021. Consequently, as of the date of the November 15, 2021, regular meeting, and by the terms of the Charter there is "less than one year before the next regular City election," and the seat should be filled through

the appointment process described in section 3.09(c)(1), City Charter, and an election is unnecessary.

The City Charter does not describe any particular process that the City or Council must adhere to in order to fill a vacancy by appointment. In the past, Council has typically allowed a period for applications to be filled and then selected an appointee from those applicants.

A. Link to Strategic Goals / Objectives:

B. Effect on Budget (EOB):

C. Level of Service (LOS):

III. CONCLUSION: Council is free to direct the City staff to advertise the vacancy for whatever period of time is satisfactory to Council or take any other action that it sees fit.

IV. RECOMMENDED MOTION:

Attachments:

None

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: November 15, 2021

TYPE OF AGENDA ITEM: City Manager Report

AGENDA OUTLINE NUMBER: 4.E.

TO: City Council

THRU: Jeffrey Cozadd, Grants Manager
Michael Burgess, Public Services Director
Krystal Strickland, Finance Director
Lance Johnson, City Manager

FROM: Lance Johnson, City Manager

DATE: 11/9/21

SUBJECT: FDEM State-Funded Grant Agreement - Flood Management Project

I. BACKGROUND: During times of disaster City, staff must deploy personnel and resources to pump down approximately six closed basins (in some instances twenty-four hours a day for several days, up to a week). A closed basin is an area that cannot drain to a lower elevation under gravity as it is surrounded on all sides by higher elevations, a bowl if you will.

The City of Destin requested state appropriations funding to purchase equipment to manage stormwater in substantial storm events. This equipment consists of self-priming cast iron pumps and multiple hoses. The addition of these pumps will provide the city with the means to restore the passability of roads and will prevent homes from flooding.

II. DISCUSSION: State Appropriations funding was requested through State Representative Patt Maney's office and State Senator George Gainer's office. This request was included in HB 3145 and was approved as part of the FY22 State budget.

FDEM will administer this appropriation in the form of a grant agreement between the City of Destin and FDEM. The grant agreement is for \$96,619 and it is a reimbursement-based grant. Match funding for this grant is not required. Additional flood-related equipment can also be purchased as grant funding allows.

A. Link to Strategic Goals / Objectives: Strategic goals - Enhance quality of life and safety for families.

B. Effect on Budget (EOB): This will increase intergovernmental revenues by \$96,619 and will increase capital grant expenditures for physical environment by \$96,619 to a newly created project number "SW56 Stormwater Abatement." A budget amendment is attached.

C. Level of Service (LOS): Level of Service will be increased.

III. CONCLUSION: FDEM requires the grant agreement be signed by the mayor. We recommend the council direct the mayor to sign the grant agreement.

IV. RECOMMENDED MOTION: I move that we authorize the mayor to sign the FDEM State-Funded Grant Agreement and have staff return the signed agreement to FDEM.

Attachments:

1. 2021 1115 Budget Amend FDEM
Grant STRMWTR EQUIP F0090
2. 2022MP00003 - DEM State Funded
Grant Agreement

CITY OF DESTIN Budget Amendment Form

Fiscal Year <u>2022</u>	Short Description <u>FDEM GRANT STRMWTR EQUIP</u>	Entity Code <u>1</u>
Period <u>1</u>	Effective Date <u>11/15/2021</u>	Amendment Type* <u></u>
Ref 1 <u>BUA</u>	Budget Year Code <u>1</u>	Budget Projection Inclusion <u>One Time</u>
Ref 2 <u>FDEM</u>		

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

ORG	OBJECT	PROJECT	LINE DESCRIPTION	(I)ncrase (D)ecrease	AMOUNT	CURRENT AVAILABLE BUDGET	REVISED AVAILABLE BUDGET
305300 Revenue	334380 FL for Stormwater	SW55 Stormwater Abatement	FDEM F0090 GRANT STRMWATER EQUIP	I	\$ 96,619.00	\$ -	\$ 96,619.00
30553833 Intergovernmental for Stormwater	564000 Equipment	SW55 Stormwater Abatement	FDEM F0090 GRANT STRMWATER EQUIP	I	\$ 96,619.00	\$ -	\$ 96,619.00
						\$ -	\$ -
						\$ -	\$ -
						\$ -	\$ -
						\$ -	\$ -
						\$ -	\$ -

Also set up AR 305-133801 and Def Rev 305-223801 \$96,619

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

Note

Amend Budget to account for Grant Award from FDEM for Stormwater Equipment

STATE-FUNDED GRANT AGREEMENT

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

THIS AGREEMENT IS ENTERED INTO BASED ON THE FOLLOWING REPRESENTATIONS:

- A. The Recipient represents that it is fully qualified and eligible to receive these grant funds to provide the services identified herein; and
- B. The Division has received these grant funds from the State of Florida, and has the authority to subgrant these funds to the Recipient upon the terms and conditions below; and
- C. The Division has statutory authority to disburse the funds under this Agreement.

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

(1) LAWS, RULES, REGULATIONS, AND POLICIES

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

(2) CONTACT

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

- i. Monitor and document Recipient performance; and,
- ii. Review and document all deliverables for which the Recipient requests payment.

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

Pamela Price
2555 Shumard Oak Blvd
Tallahassee, FL 32399-2100
Telephone: 850-815-4536
Email: pamela.price@em.myflorida.com

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

Jeff Cozadd, Projects and Grant Manager
4200 Indian Bayou Trail
Destin, FL 32541
Telephone: 850-279-4228
Email: jcozadd@cityofdestin.com

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

(3) TERMS AND CONDITIONS

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

(4) EXECUTION

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

(5) MODIFICATION

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

(6) SCOPE OF WORK

The Recipient shall perform the work in accordance with the Budget and Scope of Work, Attachment A of this Agreement.

(7) PERIOD OF AGREEMENT

This Agreement shall begin upon execution by both parties and shall end on **June 30, 2022**, unless terminated earlier in accordance with the provisions of Paragraph (16) TERMINATION. In accordance with Section 215.971(1)(d), Florida Statutes, the Recipient may expend funds authorized by this Agreement “only for allowable costs resulting from obligations incurred during” the period of agreement.

(8) FUNDING

- a. This is a cost-reimbursement Agreement, subject to the availability of funds.
- b. The State of Florida’s performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature, and subject to any modification in accordance with either chapter 216, Florida Statutes, or the Florida Constitution.
- c. The Division will reimburse the Recipient only for allowable costs incurred by the Recipient in the successful completion of each deliverable. The maximum reimbursement amount for each deliverable is outlined in Attachment A of this Agreement (“Budget and Scope of Work”). The maximum reimbursement amount for the entirety of this Agreement is **\$96,619.00**.
- d. The Division will review any request for reimbursement by comparing the documentation provided by the Recipient against a performance measure, outlined in Attachment A, which clearly delineates:
 - i. The required minimum acceptable level of service to be performed; and
 - ii. The criteria for evaluating the successful completion of each deliverable.
- e. The Division’s Grant Manager, as required by section 215.971(2)(c), Florida Statutes, shall reconcile and verify all funds received against all funds expended during the period of agreement and produce a final reconciliation report. The final report must identify any funds paid in excess of the expenditures incurred by the Recipient.
- f. For the purposes of this Agreement, the term “improper payment” means or includes:
 - i. Any payment that should not have been made or that was made in an incorrect amount (including overpayments and underpayments) under statutory, contractual, administrative, or other legally applicable requirements; and
 - ii. Any payment to an ineligible party, any payment for an ineligible good or service, any duplicate payment, any payment for a good or service not received (except for such payments where authorized by law), any payment that does not account for credit for applicable discounts, and any payment where insufficient or lack of documentation prevents a reviewer from discerning whether a payment was proper.

g. As required by the Reference Guide for State Expenditures, reimbursement for travel must be in accordance with section 112.061, Florida Statutes, which includes submission of the claim on the approved state travel voucher.

(9) RECORDS

a. As a condition of receiving state financial assistance, and as required by sections 20.055(6)(c) and 215.97(5)(b), Florida Statutes, the Division, the Chief Inspector General of the State of Florida, the Florida Auditor General, or any of their authorized representatives, shall enjoy the right of access to any documents, financial statements, papers, or other records of the Recipient which are pertinent to this Agreement, in order to make audits, examinations, excerpts, and transcripts. The right of access also includes timely and reasonable access to the Recipient's personnel for the purpose of interview and discussion related to such documents. For the purposes of this section, the term "Recipient" includes employees or agents, including all subcontractors or consultants to be paid from funds provided under this Agreement.

b. The Recipient shall maintain all records related to this Agreement for the period of time specified in the appropriate retention schedule published by the Florida Department of State. Information regarding retention schedules can be obtained at: <http://dos.myflorida.com/library-archives/records-management/general-records-schedules/>.

c. Florida's Government in the Sunshine Law (Section 286.011, Florida Statutes) provides the citizens of Florida with a right of access to governmental proceedings and mandates three, basic requirements: (1) all meetings of public boards or commissions must be open to the public; (2) reasonable notice of such meetings must be given; and, (3) minutes of the meetings must be taken and promptly recorded. The mere receipt of public funds by a private entity, standing alone, is insufficient to bring that entity within the ambit of the open government requirements. However, the Government in the Sunshine Law applies to private entities that provide services to governmental agencies and that act on behalf of those agencies in the agencies' performance of their public duties. If a public agency delegates the performance of its public purpose to a private entity, then, to the extent that private entity is performing that public purpose, the Government in the Sunshine Law applies. For example, if a volunteer fire department provides firefighting services to a governmental entity and uses facilities and equipment purchased with public funds, then the Government in the Sunshine Law applies to board of directors for that volunteer fire department. Thus, to the extent that the Government in the Sunshine Law applies to the Recipient based upon the funds provided under this Agreement, the meetings of the Recipient's governing board or the meetings of any subcommittee making recommendations to the governing board may be subject to open government requirements. These meetings shall be publicly noticed, open to the public, and the minutes of all the meetings shall be public records, available to the public in accordance with Chapter 119, Florida Statutes.

d. Florida's Public Records Law provides a right of access to the records of the state and local governments as well as to private entities acting on their behalf. Unless specifically exempted from disclosure by the Legislature, all materials made or received by a governmental agency (or a private entity acting on behalf of such an agency) in conjunction with official business which are used to perpetuate, communicate, or formalize knowledge qualify as public records subject to public inspection. The mere receipt of public funds by a private entity, standing alone, is insufficient to bring that entity within the ambit of the public record requirements. However, when a public entity delegates a public function to a private entity, the records generated by the private entity's performance of that duty become public records. Thus, the nature and scope of the services provided by a private entity determine whether that entity is acting on behalf of a public agency and is therefore subject to the requirements of Florida's Public Records Law.

e. The Recipient shall maintain all records for the Recipient and for all subcontractors or consultants to be paid from funds provided under this Agreement, including documentation of all program costs, in a form sufficient to determine compliance with the requirements and objectives of the Budget and Scope of Work - Attachment A - and all other applicable laws and regulations.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: (850) 815-7671, Records@em.myflorida.com, or 2555 Shumard Oak Boulevard, Tallahassee, FL 32399.

(10) AUDITS

a. In accounting for the receipt and expenditure of funds under this Agreement, the Recipient shall follow Generally Accepted Accounting Principles ("GAAP"). As defined by 2 C.F.R. §200.1, GAAP "has the meaning specified in accounting standards issued by the Government Accounting Standards Board (GASB) and the Financial Accounting Standards Board (FASB)."

b. When conducting an audit of the Recipient's performance under this Agreement, the Division shall use Generally Accepted Government Auditing Standards ("GAGAS"). As defined by 2 C.F.R. §200.1, GAGAS, "also known as the Yellow Book, means generally accepted government auditing standards issued by the Comptroller General of the United States, which are applicable to financial audits."

c. If an audit shows that all or any portion of the funds disbursed were not spent in accordance with the conditions of this Agreement, the Recipient shall be held liable for reimbursement to

the Division of all funds not spent in accordance with these applicable regulations and Agreement provisions within thirty days after the Division has notified the Recipient of such non-compliance.

d. The Recipient shall have all audits completed by an independent auditor, which is defined in section 215.97(2)(i), Florida Statutes, as “an independent certified public accountant licensed under chapter 473.” The independent auditor shall state that the audit complied with the applicable provisions noted above. The audits must be received by the Division no later than nine months from the end of the Recipient’s fiscal year.

e. The Recipient shall send copies of reporting packages required under this paragraph directly to each of the following:

- i. The Division of Emergency Management
DEMSingle_Audit@em.myflorida.com
DEMSingle_Audit@em.myflorida.com

OR

Office of the Inspector General
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100

- ii. The Auditor General
Room 401, Claude Pepper Building
111 West Madison Street
Tallahassee, Florida 32399-1450

(11) REPORTS

a. The Recipient shall provide the Division with quarterly reports and a close-out report. These reports shall include the current status and progress by the Recipient and all Sub-Recipients and subcontractors in completing the work described in the Scope of Work and the expenditure of funds under this Agreement, in addition to any other information requested by the Division.

b. Quarterly reports are due to the Division no later than 15 days after the end of each quarter of the program year and shall be sent each quarter until submission of the administrative close-out report. The ending dates for each quarter of the program year are March 31, June 30, September 30, and December 31.

c. The close-out report is due 60 days after termination of this Agreement or 60 days after completion of the activities contained in this Agreement, whichever occurs first.

d. If all required reports and copies are not sent to the Division or are not completed in a manner acceptable to the Division, the Division may withhold further payments until they are completed or may take other action as stated in Paragraph (15) REMEDIES. "Acceptable to the Division" means that the work product was completed in accordance with the Budget and Scope of Work.

e. The Recipient shall provide additional program updates or information that may be required by the Division.

f. The Recipient shall provide additional reports and information identified in Attachment D.

(12) MONITORING

a. The Recipient shall monitor its performance under this Agreement, as well as that of its subcontractors and/or consultants who are paid from funds provided under this Agreement, to ensure that time schedules are being met, the Schedule of Deliverables and Scope of Work are being accomplished within the specified time periods, and other performance goals are being achieved. A review shall be done for each function or activity in Attachment A to this Agreement, and reported in the quarterly report.

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

(13) LIABILITY

a. Unless Recipient is a state agency or subdivision, as defined in section 768.28, Florida Statutes, the Recipient is solely responsible to parties it deals with in carrying out the terms of this Agreement, and shall hold the Division harmless against all claims of whatever nature by third parties arising from the work performed under this Agreement. For purposes of this Agreement, Recipient agrees that it is not an employee or agent of the Division, but is an independent contractor.

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

(14) DEFAULT

If any of the following events occur ("Events of Default"), all obligations on the part of the Division to make further payment of funds shall, if the Division elects, terminate and the Division has the option to exercise any of its remedies set forth in Paragraph (15) REMEDIES. However, the Division may make

payments or partial payments after any Events of Default without waiving the right to exercise such remedies, and without becoming liable to make any further payment:

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

(15) REMEDIES

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

- a. Terminate this Agreement, provided that the Recipient is given at least thirty (30) days prior written notice of the termination. The notice shall be effective when placed in the United States, first class mail, postage prepaid, by registered or certified mail-return receipt requested, to the address in paragraph (2) CONTACT herein;

- b. Begin an appropriate legal or equitable action to enforce performance of this Agreement;
- c. Withhold or suspend payment of all or any part of a request for payment;
- d. Require that the Recipient refund to the Division any monies used for ineligible purposes under the laws, rules and regulations governing the use of these funds.
- e. Exercise any corrective or remedial actions, to include but not be limited to:
 - i. request additional information from the Recipient to determine the reasons for or the extent of non-compliance or lack of performance,
 - ii. issue a written warning to advise that more serious measures may be taken if the situation is not corrected,
 - iii. advise the Recipient to suspend, discontinue or refrain from incurring costs for any activities in question or
 - iv. require the Recipient to reimburse the Division for the amount of costs incurred for any items determined to be ineligible;
- f. Exercise any other rights or remedies which may be available under law.

Pursuing any of the above remedies will not stop the Division from pursuing any other remedies in this Agreement or provided at law or in equity. If the Division waives any right or remedy in this Agreement or fails to insist on strict performance by the Recipient, it will not affect, extend or waive any other right or remedy of the Division, or affect the later exercise of the same right or remedy by the Division for any other default by the Recipient.

(16) TERMINATION.

a. The Division may terminate this Agreement for cause after thirty (30) days written notice. Cause can include misuse of funds, fraud, lack of compliance with applicable rules, laws and regulations, failure to perform on time, and refusal by the Recipient to permit public access to any document, paper, letter, or other material subject to disclosure under chapter 119, Florida Statutes., as amended.

b. The Division may terminate this Agreement for convenience or when it determines, in its sole discretion, that continuing the Agreement would not produce beneficial results in line with the further expenditure of funds, by providing the Recipient with thirty (30) calendar days prior written notice.

c. The parties may agree to terminate this Agreement for their mutual convenience through a written amendment of this Agreement. The amendment will state the effective date of the termination and the procedures for proper closeout of this Agreement.

d. In the event this Agreement is terminated, the Recipient will not incur new obligations for the terminated portion of this Agreement after the Recipient has received the notification of termination. The Recipient will cancel as many outstanding obligations as possible. Costs incurred after receipt of the termination notice will be disallowed. The Recipient shall not be relieved of liability to the Division because of any breach of this Agreement by the Recipient. The Division may, to the extent authorized by law, withhold payments to the Recipient for the purpose of set-off until the exact amount of damages due the Division from the Recipient is determined.

(17) SUBCONTRACTS

If the Recipient subcontracts any of the work required under this Agreement, a copy of the unsigned subcontract must be forwarded to the Division for review and approval before it is executed by the Recipient. The Recipient agrees to include in the subcontract that (i) the subcontractor is bound by the terms of this Agreement, (ii) the subcontractor is bound by all applicable state and federal laws and regulations, and (iii) the subcontractor shall hold the Division and Recipient harmless against all claims of whatever nature arising out of the subcontractor's performance of work under this Agreement, to the extent allowed and required by law. The Recipient shall document in the quarterly report the subcontractor's progress in performing its work under this Agreement.

For each subcontract, the Recipient shall provide a written statement to the Division as to whether that subcontractor is a minority business enterprise, as defined in section 288.703, Florida Statutes.

(18) ATTACHMENTS

a. All attachments to this Agreement are incorporated as if set out fully.

b. In the event of any inconsistencies or conflict between the language of this Agreement and the attachments, the language of the attachments shall control, but only to the extent of the conflict or inconsistency.

c. This Agreement has the following attachments:

Exhibit 1 - Funding Sources

Attachment A – Budget and Scope of Work

Attachment B – Program Statutes and Regulations

Attachment C – Statement of Assurances

Attachment D – Request for Advance or Reimbursement

Attachment E – Justification of Advance Payment

Attachment F – Quarterly Report Form

Attachment G – Warranties and Representations

Attachment H – Certification Regarding Debarment

(19) PAYMENTS

a. Any advance payment under this Agreement is subject to section 216.181(16), Florida Statutes. All advances are required to be held in an interest-bearing account. If an advance payment is requested, the budget data on which the request is based and a justification statement shall be included in this Agreement as Attachment E. Attachment E will specify the amount of advance payment needed and provide an explanation of the necessity for and proposed use of these funds. No advance shall be accepted for processing if a reimbursement has been paid prior to the submittal of a request for advanced payment. After the initial advance, if any, payment shall be made on a reimbursement basis as needed.

b. Invoices shall be submitted at least quarterly and shall include the supporting documentation for all costs of the project or services. The final invoice shall be submitted within sixty (60) days after the expiration date of the agreement. An explanation of any circumstances prohibiting the submittal of quarterly invoices shall be submitted to the Division grant manager as part of the Recipient's quarterly reporting as referenced in paragraph (11) REPORTS of this Agreement.

c. If the necessary funds are not available to fund this Agreement as a result of action by the United States Congress, the federal Office of Management and Budgeting, the State Chief Financial Officer or under paragraph 8 of this Agreement, all obligations on the part of the Division to make any further payment of funds shall terminate, and the Recipient shall submit its closeout report within thirty days of receiving notice from the Division.

(20) REPAYMENTS

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

Division of Emergency Management

Cashier

2555 Shumard Oak Boulevard
Tallahassee FL 32399-2100

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

(21) MANDATED CONDITIONS

a. The validity of this Agreement is subject to the truth and accuracy of all the information, representations, and materials submitted or provided by the Recipient in this Agreement, in any later submission or response to a Division request, or in any submission or response to fulfill the requirements of this Agreement. All of said information, representations, and materials is incorporated by reference. The inaccuracy of the submissions or any material changes shall, at the option of the Division and with thirty (30) days written notice to the Recipient, cause the termination of this Agreement and the release of the Division from all its obligations to the Recipient.

b. This Agreement shall be construed under the laws of the State of Florida, and venue for any actions arising out of this Agreement shall be in the Circuit Court of Leon County. If any provision of this Agreement is in conflict with any applicable statute or rule, or is unenforceable, then the provision shall be null and void to the extent of the conflict, and shall be severable, but shall not invalidate any other provision of this Agreement.

c. Any power of approval or disapproval granted to the Division under the terms of this Agreement shall survive the term of this Agreement.

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

e. The Recipient agrees to comply with the Americans With Disabilities Act (Public Law 101-336, 42 U.S.C. Section 12101 et seq.), which prohibits discrimination by public and private entities on the basis of disability in employment, public accommodations, transportation, State and local government services, and telecommunications.

f. Those who have been placed on the convicted vendor list following a conviction for a public entity crime or on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with a public entity, and may not transact business with any public entity in excess of \$25,000.00 for a period of 36 months from the date of being placed on the convicted vendor list or on the discriminatory vendor list.

g. Any Recipient which is not a local government or state agency, and which receives funds under this Agreement from the state government, certifies, to the best of its knowledge and belief, that it and its principals or affiliates:

i. Are not presently debarred, suspended, proposed for debarment, declared ineligible, voluntarily excluded, or disqualified from covered transactions by a federal department or agency;

ii. Have not, within a five-year period preceding this Agreement been convicted of or had a civil judgment rendered against it for fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

iii. Are not presently indicted or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any offenses enumerated in paragraph (21)(g)(ii) of this certification; and

iv. Have not within a five-year period preceding this Agreement had one or more public transactions (federal, state or local) terminated for cause or default.

In addition, the Recipient shall send to the Division (by email or by facsimile transmission) the completed “Certification Regarding Debarment, Suspension, Ineligibility And Voluntary Exclusion” (Attachment H) for each intended subcontractor that Recipient plans to fund under this Agreement. The form must be received by the Division before the Recipient enters into a contract with any subcontractor.

h. The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature, and subject to any modification in accordance with Chapter 216, Florida Statutes, or the Florida Constitution.

i. All bills for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof.

j. Any bills for travel expenses shall be submitted in accordance with section 112.061, Florida Statutes.

k. The Division reserves the right to unilaterally cancel this Agreement if the Recipient refuses to allow public access to all documents, papers, letters or other material subject to the provisions of chapter 119, Florida Statutes, which the Recipient created or received under this Agreement.

l. If the Recipient is allowed to temporarily invest any advances of funds under this Agreement, any interest income shall either be returned to the Division or be applied against the Division's obligation to pay the contract amount.

m. The State of Florida will not intentionally award publicly-funded contracts to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a(e) [Section 274A(e) of the Immigration and Nationality Act (“INA”)].

The Division shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the INA. Such violation by the Recipient of the employment provisions contained in Section 274A(e) of the INA shall be grounds for unilateral cancellation of this Agreement by the Division.

n. The Recipient is subject to Florida's Government in the Sunshine Law (Section 286.011, Florida Statutes) with respect to the meetings of the Recipient's governing board or the meetings of any subcommittee making recommendations to the governing board. All of these meetings shall be publicly noticed, open to the public, and the minutes of all the meetings shall be public records, available to the public in accordance with chapter 119, Florida Statutes.

o. All expenditures of state financial assistance shall be in compliance with the laws, rules and regulations applicable to expenditures of State funds, including but not limited to, the Reference Guide for State Expenditures.

p. This Agreement may be charged only with allowable costs resulting from obligations incurred during the period of agreement.

q. Any balances of unobligated cash that have been advanced or paid that are not authorized to be retained for direct program costs in a subsequent period must be refunded to the State.

r. Section 287.05805, Florida Statutes, requires that any state funds provided for the purchase of or improvements to real property are contingent upon the contractor or political subdivision granting to the state a security interest in the property at least to the amount of state funds provided for at least 5 years from the date of purchase or the completion of the improvements or as further required by law.

s. The Division may, at its option, terminate the Contract if the Contractor is found to have submitted a false certification as provided under section 287.135(5), Florida Statutes, or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or been engaged in business operations in Cuba or Syria, or to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel

(22) LOBBYING PROHIBITION

a. Section 216.347, Florida Statutes, prohibits "any disbursement of grants and aids appropriations pursuant to a contract or grant to any person or organization unless the terms of the grant or contract prohibit the expenditure of funds for the purpose of lobbying the Legislature, the judicial branch, or a state agency."

b. No funds or other resources received from the Division under this Agreement may be used directly or indirectly to influence legislation or any other official action by the Florida Legislature or any state agency.

(23) COPYRIGHT, PATENT AND TRADEMARK

EXCEPT AS PROVIDED BELOW, ANY AND ALL PATENT RIGHTS ACCRUING UNDER OR IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT ARE HEREBY RESERVED TO

THE STATE OF FLORIDA. ANY AND ALL COPYRIGHTS ACCRUING UNDER OR IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT ARE HEREBY TRANSFERRED BY THE RECIPIENT TO THE STATE OF FLORIDA.

a. If the Recipient has a pre-existing patent or copyright, the Recipient shall retain all rights and entitlements to that pre-existing patent or copyright unless this Agreement provides otherwise.

b. If any discovery or invention is developed in the course of or as a result of work or services performed under this Agreement, or in any way connected with it, the Recipient shall refer the discovery or invention to the Division for a determination whether the State of Florida will seek patent protection in its name. Any patent rights accruing under or in connection with the performance of this Agreement are reserved to the State of Florida. If any books, manuals, films, or other copyrightable material are produced, the Recipient shall notify the Division. Any copyrights accruing under or in connection with the performance under this Agreement are transferred by the Recipient to the State of Florida.

c. Within thirty (30) days of execution of this Agreement, the Recipient shall disclose all intellectual properties relating to the performance of this Agreement that he or she knows or should know could give rise to a patent or copyright. The Recipient shall retain all rights and entitlements to any pre-existing intellectual property that is disclosed. Failure to disclose will indicate that no such property exists. The Division shall then, under Paragraph (b), have the right to all patents and copyrights that accrue during performance of this Agreement.

d. If the Recipient qualifies as a state university under Florida law, then, pursuant to section 1004.23, Florida Statutes, any invention conceived exclusively by the employees of the Recipient shall become the sole property of the Recipient. In the case of joint inventions, that is inventions made jointly by one or more employees of both parties hereto, each party shall have an equal, undivided interest in and to such joint inventions. The Division shall retain a perpetual, irrevocable, fully-paid, nonexclusive license, for its use and the use of its contractors of any resulting patented, copyrighted or trademarked work products, developed solely by the Recipient, under this Agreement, for Florida government purposes.

(24) LEGAL AUTHORIZATION.

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

(25) ASSURANCES.

The Recipient shall comply with any Statement of Assurances incorporated as Attachment C.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

RECIPIENT:

CITY OF DESTIN _____

By: _____

Name and title: _____

Date: _____

FID# _____

STATE OF FLORIDA

DIVISION OF EMERGENCY MANAGEMENT

By: _____

Name and Title: Kevin Guthrie, Director

Date: _____

EXHIBIT – 1

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

SUBJECT TO SECTION 215.97, FLORIDA STATUTES:

State Project -

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

Catalog of State Financial Assistance title: **City of Destin Flood Management Project**

Catalog of State Financial Assistance number: **31.077**

Amount of State Funding: **\$96,619.00**

Attachment A
Budget and Scope of Work

I. PROPOSED BUDGET

Category	Anticipated Expenditure Amount
Salary and Benefits	\$0.00
Other Personal/Contractual Services	\$0.00
Administrative Expenses (Limited to no more than 5%)	\$0.00
Expenses	\$96,619.00
Operating Capital Outlay	\$0.00
Fixed Capital Outlay	\$0.00
Total Expenditures	\$96,619.00

II. BACKGROUND

The City of Destin is requesting funding to purchase equipment to manage storm water in substantial storm events. This equipment consists of self-priming cast iron pumps and multiple hoses.

During times of disaster City staff must deploy personnel and resources to pump down approximately six closed basins (in some instances twenty-four hours a day for several days, up to a week. A closed basin is an area that cannot drain to a lower elevation under gravity as it is surrounded on all sides by higher elevations, a bowl if you will. The addition of these pumps will provide the city with the means to restore the passability of roads and will prevent homes from flooding.

III. SCOPE OF WORK

The City of Destin will purchase two (2) Thompson 6" 6HT (6" self-priming cast iron trash pumps), six (6) Green Suction in 10' section, six (6) Green Suction in 10' section, 6" discharge hose (400'). In addition, the City of Destin will purchase one (1) Wacker Neuson 4" PTA4 (4" Centrifugal Trash Pump), 4" Tigerflex Series J PVC suction hose assembly, Anderson Process 4" Layflat PVC water discharge hose (50'), Abbott Rubber water suction and discharge hose pump kit 4", 4" water discharge hose 50' with cam locks.

For the purpose of this purchase, the City of Destin has been awarded \$96,619.00 in non-recurring general revenue under HB3145 as described in Appropriations Project Request 957.

IV. TASK PRODUCTS

V. DELIVERABLES

VI. FINANCIAL CONSEQUENCES

1. Temporarily withhold cash payments pending correction of the deficiency by the subrecipient;
2. Disallow all or part of the cost of the activity or action not in compliance;
3. Withhold further funding; or
4. Take other remedies that may be legally available

VII. Schedule of Work

Attachment B
Program Statutes and Regulations

Section 215.559, Florida Statutes	Hurricane Loss Mitigation Program
Section 215.422, Florida Statutes	Payments, warrants, and invoices; processing time limits; dispute limitation; agency or judicial branch compliance
Section 215.97, Florida Statutes	Florida Single Audit Act
Section 215.971, Florida Statutes	Agreements funded with federal and state assistance
Section 216.347, Florida Statutes	Disbursement of grant and aids appropriations for lobbying prohibited
Section 216.3475 Florida Statutes	Maximum rate of payment for services funded under General Appropriations Act or awarded on a noncompetitive basis
Section 287.056, Florida Statutes	Purchases from purchasing agreement and state term contract
Section 287.057, Florida Statutes	Procurement of commodities or contractual services
CFO MEMORANDUM NO. 04 (2005-06)	Compliance Requirements for Agreements
Section 553.844, Florida Statutes	Windstorm loss mitigation; Requirements for Roofs and Opening Protection

Attachment C
Statement of Assurances

To the extent the following provisions apply to this Agreement, the Recipient certifies that:

- (a) It possesses legal authority to enter into this Agreement and to carry out the proposed program;
- (b) Its governing body has duly adopted or passed as an official act of resolution, motion or similar action authorizing the execution of the hazard mitigation agreement with the Division of Emergency Management (DEM), including all understandings and assurances contained in it, and directing and authorizing the Recipient's chief administrative officer or designee to act in connection with the application and to provide such additional information as may be required;
- (c) No member of or delegate to the Congress of the United States, and no Resident Commissioner, shall receive any share or part of this Agreement or any benefit. No member, officer, or employee of the Recipient or its designees or agents, no member of the governing body of the locality in which this program is situated, and no other public official of the locality or localities who exercises any functions or responsibilities with respect to the program during his tenure or for one year after, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds, for work to be performed in connection with the program assisted under this Agreement. The Recipient shall incorporate, in all contracts or subcontracts a provision prohibiting any interest pursuant to the purpose stated above;
- (d) All Recipient contracts for which the State Legislature is in any part a funding source, shall contain language to provide for termination with reasonable costs to be paid by the Recipient for eligible contract work completed prior to the date the notice of suspension of funding was received by the Recipient. Any cost incurred after a notice of suspension or termination is received by the Recipient may not be funded with funds provided under this Agreement unless previously approved in writing by the Division. All Recipient contracts shall contain provisions for termination for cause or convenience and shall provide for the method of payment in such event;
- (e) It will comply with:
 - (1) Contract Work Hours and Safety Standards Act of 1962, 40 U.S.C. 3701 et seq., requiring that mechanics and laborers (including watchmen and guards) employed on federally assisted contracts be paid wages of not less than one and one-half times their basic wage rates for all hours worked in excess of forty hours in a work week; and
 - (2) Federal Fair Labor Standards Act, 29 U.S.C. Section 201 et seq., requiring that covered employees be paid at least minimum prescribed wage, and also that they

be paid one and one-half times their basic wage rates for all hours worked in excess of the prescribed work-week.

(f) It will comply with

- (1) Title VI of the Civil Rights Act of 1964 (P.L. 88-352), and the regulations issued pursuant thereto, which provides that no person in the United States shall on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Recipient received Federal financial assistance and will immediately take any measures necessary to effectuate this assurance. If any real property or structure thereon is provided or improved with the aid of Federal financial assistance extended to the Recipient, this assurance shall obligate the Recipient, or in the case of any transfer of such property, any transferee, for the period during which the real property or structure is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits;
 - (2) Any prohibition against discrimination on the basis of age under the Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107) which prohibits discrimination on the basis of age or with respect to otherwise qualifies handicapped individuals as provided in Section 504 of the Rehabilitation Act of 1973;
 - (3) Executive Order 11246, as amended by Executive Orders 11375 and 12086, and the regulations issued pursuant thereto, which provide that no person shall be discriminated against on the basis of race, color, religion, sex or national origin in all phases of employment during the performance of federal or federally assisted construction contracts; affirmative action to insure fair treatment in employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff/termination, rates of pay or other forms of compensation; and election for training and apprenticeship;
- (g) It will establish safeguards to prohibit employees from using positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties pursuant to Section 112.313 and Section 112.3135, Florida Statutes;
- (h) It will comply with the Anti-Kickback Act of 1986, 41 U.S.C. Section 51 which outlaws and prescribes penalties for “kickbacks” of wages in federally financed or assisted construction activities;
- (i) It will comply with the provisions of 5 U.S.C. Sections 7321-7326 (further known as the Hatch Act) which limits the political activities of employees;
- (j) It will comply with the flood insurance purchase and other requirements of the Flood Disaster Protection Act of 1973, as amended, 42 U.S.C. 4001-4131, including

requirements regarding the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any Federal financial assistance for construction or acquisition purposes for use in any area having special flood hazards. The phrase “Federal financial assistance” includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect Federal assistance;

For sites located within Special Flood Hazard Areas (SFHA), the Recipient must include a FEMA Model Acknowledgement of Conditions of Mitigation of Property in a Special Flood Hazard Area with FEMA Grant Funds executed by the title holder with the closeout request verifying that certain SFHA requirements were satisfied on each of the properties. The Model Acknowledgement can be found at www.fema.gov/governmenta/grant/sfha_conditions.shtm

- (k) It will require every building or facility (other than a privately owned residential structure) designed, constructed, or altered with funds provided under this Agreement to comply with the “Uniform Federal Accessibility Standards,” (AS) which is Appendix A to 41 CFR Section 101-19.6 for general type buildings and Appendix A to 24 CFR, Part 40 for residential structures. The Recipient will be responsible for conducting inspections to ensure compliance with these specifications by the contractor;
- (l) It will, in connection with its performance of environmental assessments under the National Environmental Policy Act of 1969, comply with Section 106 of the National Historic Preservation Act of 1966 (54 U.S.C.), Executive Order 11593, 36 CFR, Part 800, and the Preservation of Archaeological and Historical Data Act of 1966 (54 U.S.C. 3125) by:
 - (1) Consulting with the State Historic Preservation Office to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (see 36 CFR, Section 800.8) by the proposed activity; and
 - (2) Complying with all requirements established by the State to avoid or mitigate adverse effects upon such properties.
 - (3) Abiding by the terms and conditions of the **“Programmatic Agreement Among the Federal Emergency Management Agency, the Florida State Historic Preservation Office, the Florida Division of Emergency Management and the Advisory Council on Historic Preservation, (PA)”** which addresses roles and responsibilities of Federal and State entities in implementing Section 106 of the National Historic Preservation Act (NHPA), 54 U.S.C., and implementing regulations in 36 CFR, Part 800.
 - (4) When any of the Recipient’s projects funded under this Agreement may affect a historic property, as defined in 36 CFR, Part 800.16 (l)(1), the Federal Emergency Management Agency (FEMA) may require the Recipient to review the eligible scope of work in consultation with the State Historic Preservation Office (SHPO) and suggest methods of repair or construction that will conform with the recommended approaches set out in the **Secretary of Interior’s Standards for**

Rehabilitation and Guidelines for Rehabilitating Historic Buildings 1992 (Standards), the **Secretary of the Interior's Guidelines for Archeological Documentation (Guidelines)** (48 Federal Register 44734-37), or any other applicable Secretary of Interior standards. If FEMA determines that the eligible scope of work will not conform with the **Standards**, the Recipient agrees to participate in consultations to develop, and after execution by all parties, to abide by, a written agreement that establishes mitigation and recondition measures, including but not limited to, impacts to archeological sites, and the salvage, storage, and reuse of any significant architectural features that may otherwise be demolished.

- (5) The Recipient agrees to notify FEMA and the Division if any project funded under this Agreement will involve ground disturbing activities, including, but not limited to: subsurface disturbance; removal of trees; excavation of footings and foundations, and installation of utilities (such as water, sewer, storm drains, electrical, gas, leach lines and septic tanks) except where these activities are restricted solely to areas previously disturbed by the installation, replacement or maintenance of such utilities. FEMA will request the SHPO's opinion on the potential that archeological properties may be present and be affected by such activities. The SHPO will advise the Recipient on any feasible steps to be accomplished to avoid any National Register eligible archeological property or will make recommendations for the development of a treatment plan for the recovery or archeological data from the property.

If the Recipient is unable to avoid the archeological property, develop, in consultation with SHPO, a treatment plan consistent with the **Guidelines** and take into account the Advisory Council on Historic Preservation (Council) publication "Treatment of Archeological Properties". The Recipient shall forward information regarding the treatment plan to FEMA, the SHPO and the Council for review. If the SHPO and the Council do not object within 15 calendar days of receipt of the treatment plan, FEMA may direct the Recipient to implement the treatment plan. If either the Council or the SHPO object, Recipient shall not proceed with the project until the objection is resolved.

- (6) The Recipient shall notify the Division and FEMA as soon as practicable: (a) of any changes in the approved scope of work for a National Register eligible or listed property; (b) of all changes to a project that may result in a supplemental DSR or modify a HMGP project for a National Register eligible or listed property; (c) if it appears that a project funded under this Agreement will affect a previously unidentified property that may be eligible for inclusion in the National Register or affect a known historic property in an unanticipated manner. The Recipient acknowledges that FEMA may require the Recipient to stop construction in the vicinity of the discovery of a previously unidentified property that may be eligible for inclusion in the National Register or upon learning that construction may affect a known historic property in an unanticipated manner. The Recipient further acknowledges that FEMA may require the Recipient to take all reasonable measures to avoid or minimize harm to such property until FEMA concludes

consultation with the SHPO. The Recipient also acknowledges that FEMA will require, and the Recipient shall comply with, modifications to the project scope of work necessary to implement recommendations to address the project and the property.

- (7) The Recipient acknowledges that, unless FEMA specifically stipulates otherwise, it shall not receive funding for projects when, with intent to avoid the requirements of the PA or the NHPA, the Recipient intentionally and significantly adversely affects a historic property, or having the legal power to prevent it, allowed such significant adverse affect to occur.
- (m) It will comply with Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683 and 1685-1686) which prohibits discrimination on the basis of sex;
- (n) It will comply with the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, (42 U.S.C. 4541-45-94) relating to nondiscrimination on the basis of alcohol abuse or alcoholism;
- (o) It will comply with 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records;
- (p) It will comply with Lead-Based Paint Poison Prevention Act (42 U.S.C. 4821 et seq.) which prohibits the use of lead based paint in construction of rehabilitation or residential structures;
- (q) It will comply with the Energy Policy and Conservation Act (P.L. 94-163; 42 U.S.C. 6201-6422), and the provisions of the State Energy Conservation Plan adopted pursuant thereto;
- (r) It will comply with the Laboratory Animal Welfare Act of 1966, (7 U.S.C. 2131-2159), pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by an award of assistance under this Agreement;
- (s) It will comply with Title VIII of the Civil Rights Act of 1968, (42 U.S.C 2000c and 42 U.S.C. 3601-3619), as amended, relating to non-discrimination in the sale, rental, or financing of housing, and Title VI of the Civil Rights Act of 1964 (P.L. 88-352), which prohibits discrimination on the basis of race, color or national origin;
- (t) It will comply with the Clean Air Act of 1955, as amended, 42 U.S.C. 7401-7675;
- (u) It will comply with the Clean Water Act of 1977, as amended, 33 U.S.C. 1251-1388
- (v) It will comply with the endangered Species Act of 1973, 16 U.S.C. 1531-1544;

- (w) It will comply with the Intergovernmental Personnel Act of 1970, 42 U.S.C. 4701-4772;
- (x) It will assist the awarding agency in assuring compliance with the National Historic Preservation Act of 1966, as amended, 54 U.S.C.;
- (y) It will comply with environmental standards which may be prescribed pursuant to the National Environmental Policy Act of 1969, 42 U.S.C. 4321-4347;
- (z) It will assist the awarding agency in assuring compliance with the Preservation of Archeological and Historical Preservation Act of 1966, 54 U.S.C. 3125
- (aa) It will comply with the Rehabilitation Act of 1973, Section 504, 29 U.S.C. 794, regarding non-discrimination;
- (bb) It will comply with the environmental standards which may be prescribed pursuant to the Safe Drinking Water Act of 1974, 42 U.S.C. 300f-300j-27, regarding the protection of underground water sources;
- (cc) It will comply with the requirements of Titles II and III of the Uniform Relocation Assistance and Property Acquisition Policies Act of 1970, 42 U.S.C. 4621-4638, which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or Federally assisted programs;
- (dd) It will comply with the Wild and Scenic Rivers Act of 1968, 16 U.S.C. 1271-1287, related to protecting components or potential components of the national wild and scenic rivers system;
- (ee) It will comply with the following Executive Orders: EO 11514 (NEPA); EO 11738 (violating facilities); EO 11988 (Floodplain Management); EO 11990 (Wetlands); and EO 12898 (Environmental Justice);
- (ff) It will comply with the Coastal Barrier Resources Act of 1977, 16 U.S.C. 3501-3510;
- (gg) It will assure project consistency with the approved State program developed under the Coastal Zone Management Act of 1972, 16 U.S.C. 1451-1464; and
- (hh) It will comply with the Fish and Wildlife Coordination Act of 1958, 16 U.S.C. 661-668.
- (ii) With respect to demolition activities, it will:
 - (1) Create and make available documentation sufficient to demonstrate that the Recipient and its demolition contractor have sufficient manpower and equipment to comply with the obligations as outlined in this Agreement.
 - (2) Return the property to its natural state as though no improvements had ever been contained thereon.

- (3) Furnish documentation of all qualified personnel, licenses and all equipment necessary to inspect buildings located in the Recipient's jurisdiction to detect the presence of asbestos and lead in accordance with requirements of the U.S. Environmental Protection Agency, the Florida Department of Environmental Protection and the County Health Department.
- (4) Provide documentation of the inspection results for each structure to indicate:
 - a. Safety Hazard Present
 - b. Health Hazards Present
 - c. Hazardous Materials Present
- (5) Provide supervision over contractors or employees employed by the Recipient to remove asbestos and lead from demolished or otherwise applicable structures.
- (6) Leave the demolished site clean, level and free of debris.
- (7) Notify the Division promptly of any unusual existing condition which hampers the contractor's work.
- (8) Obtain all required permits.
- (9) Provide addresses and marked maps for each site where water wells and septic tanks are to be closed along with the number of wells and septic tanks located on each site. Provide documentation of closures.
- (10) Comply with mandatory standards and policies relating to energy efficiency which are contained in the State Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163).
- (11) Comply with all applicable standards, orders, or requirements issued under Section 112 and 306 of the Clean Air Act (42 U.S.C. 1857h), Section 508 of the Clean Water Act (33 U.S.C. 1251-1388), Executive Order 11738, and the U.S. Environmental Protection Agency regulations (40 CFR, Part 15 and 61). This clause shall be added to any subcontracts.
- (12) Provide documentation of public notices for demolition activities.

Attachment D

DIVISION OF EMERGENCY MANAGEMENT

REQUEST FOR ADVANCE OR REIMBURSEMENT OF
MEMBER PROJECT – GENERAL REVENUE FUNDS

RECIPIENT NAME: City of Destin

ADDRESS: 4200 Indian Bayou Trail

CITY, STATE, ZIP CODE: Destin, FL 32541 Project Number: 2022MP00003

PAYMENT No: _____ DEM Agreement No: F0090

Eligible Amount 100%	Obligated Federal %	Obligated Member Project 100%	Previous Payments	Current Request	DEM Use Only	
					Approved	Comments
	N/A					

TOTAL CURRENT REQUEST: \$ _____

I certify that to the best of my knowledge and belief the above amounts are correct, and that all disbursements were made in accordance with all conditions of the Division agreement and payment is due and has not been previously requested for these amounts.

RECIPIENT SIGNATURE _____

NAME AND TITLE _____ DATE: _____

_____ TO BE COMPLETED BY DIVISION OF EMERGENCY MANAGEMENT	
APPROVED PROJECT TOTAL \$ _____	
ADMINISTRATIVE COST \$ _____	GOVERNOR'S AUTHORIZED REPRESENTATIVE _____
APPROVED FOR PAYMENT \$ _____	DATE _____

SUMMARY OF DOCUMENTATION IN SUPPORT OF AMOUNT CLAIMED FOR ELIGIBLE WORK UNDER THE MEMBER PROJECT – GENERAL REVENUE

FEMA TRACKING #: N/A

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Attachment E

JUSTIFICATION OF ADVANCE PAYMENT

RECIPIENT:

If you are requesting an advance, indicate same by checking the box below.

☐ **ADVANCE REQUESTED**

Advance payment of \$ _____ is requested. Balance of payments will be made on a reimbursement basis. These funds are needed to pay staff, award benefits to clients, duplicate forms and purchase start-up supplies and equipment. We would not be able to operate the program without this advance.

If you are requesting an advance, complete the following chart and line item justification below.

ESTIMATED EXPENSES

BUDGET CATEGORY/LINE ITEMS (list applicable line items)	20__-20__ Anticipated Expenditures for First Three Months of Contract
<u>For example</u> ADMINISTRATIVE COSTS (Include Secondary Administration.)	
<u>For example</u> PROGRAM EXPENSES	
TOTAL EXPENSES	

LINE ITEM JUSTIFICATION (For each line item, provide a detailed justification explaining the need

for the cash advance. The justification must include supporting documentation that clearly shows the advance will be expended within the first ninety (90) days of the contract term. Support documentation should include quotes for purchases, delivery timelines, salary and expense projections, etc. to provide the Division reasonable and necessary support that the advance will be expended within the first ninety (90) days of the contract term. Any advance funds not expended within the first ninety (90) days of the contract term shall be returned to the Division Cashier, 2555 Shumard Oak Boulevard, Tallahassee, Florida 32399, within thirty (30) days of receipt, along with any interest earned on the advance)

Attachment F

**DIVISION OF EMERGENCY MANAGEMENT
HURRICANE LOSS MITIGATION PROGRAM**

QUARTERLY REPORT FORM

RECIPIENT: City of Destin

Project Number: 2022MP00003

PROJECT LOCATION: City of Destin

DEM ID #: F0090

QUARTER ENDING: _____

Provide amount of advance funds disbursed for period (if applicable) \$ _____

Provide reimbursement projections for this project:

July-Sep, 20__ \$ _____ Oct-Dec, 20__ \$ _____ Jan-Mar, 20__ \$ _____ Apr-June, 20__ \$ _____

July-Sep, 20__ \$ _____ Oct-Dec, 20__ \$ _____ Jan-Mar, 20__ \$ _____ Apr-June, 20__ \$ _____

Percentage of Work Completed (may be confirmed by state inspectors): _____ %

Project Proceeding on Schedule: ☐ Yes ☐ No

Describe milestones achieved during this quarter:

Provide a schedule for the remainder of work to project completion:

Describe problems or circumstances affecting completion date, milestones, scope of work, and cost:

Cost Status: ☐ Cost Unchanged

☐ Under Budget

☐ Over Budget

Additional Comments/Elaboration:

NOTE: Division of Emergency Management (DEM) staff may perform interim inspections and/or audits at any time. Events may occur between quarterly reports, which have significant impact upon your project(s), such as anticipated overruns, changes in scope of work, etc. Please contact the Division as soon as these conditions become known, otherwise you may be found non-compliant with your subgrant award.

Name and Phone Number of Person Completing This Form _____

Attachment G

Warranties and Representations

Financial Management

Recipient's financial management system must include the following:

- (1) Accurate, current and complete disclosure of the financial results of this project or program
- (2) Records that identify the source and use of funds for all activities. These records shall contain information pertaining to grant awards, authorizations, obligations, unobligated balances, assets, outlays, income and interest.
- (3) Effective control over and accountability for all funds, property and other assets. Recipient shall safeguard all assets and assure that they are used solely for authorized purposes.
- (4) Comparison of expenditures with budget amounts for each Request For Payment. Whenever appropriate, financial information should be related to performance and unit cost data.
- (5) Written procedures to determine whether costs are allowed and reasonable under the provisions of the applicable OMB cost principles and the terms and conditions of this Agreement.
- (6) Cost accounting records that are supported by backup documentation.

Competition

All procurement transactions shall be done in a manner to provide open and free competition. The Recipient shall be alert to conflicts of interest as well as noncompetitive practices among contractors that may restrict or eliminate competition or otherwise restrain trade. In order to ensure excellent contractor performance and eliminate unfair competitive advantage, contractors that develop or draft specifications, requirements, statements of work, invitations for bids and/or requests for proposals shall be excluded from competing for such procurements. Awards shall be made to the bidder or offeror whose bid or offer is responsive to the solicitation and is most advantageous to the Recipient, considering the price, quality and other factors. Solicitations shall clearly set forth all requirements that the bidder or offeror must fulfill in order for the bid or offer to be evaluated by the Recipient. Any and all bids or offers may be rejected when it is in the Recipient's interest to do so.

Codes of Conduct.

The Recipient shall maintain written standards of conduct governing the performance of its employees engaged in the award and administration of contracts. No employee, officer, or agent shall participate in the selection, award, or administration of a contract supported by public grant funds if a real or apparent conflict of interest would be involved. Such a conflict would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated, has a financial or other interest in the firm selected for an award. The officers, employees, and agents of the Recipient shall neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. The standards of conduct shall provide for disciplinary actions to be applied for violations of the standards by officers, employees, or agents of the Recipient.

Business Hours

The Recipient shall have its offices open for business, with the entrance door open to the public, and at least one employee on site, from _____

Licensing and Permitting

All subcontractors or employees hired by the Recipient shall have all current licenses and permits required for all of the particular work for which they are hired by the Recipient.

Attachment H

**Certification Regarding
Debarment, Suspension, Ineligibility
And Voluntary Exclusion**

Subcontractor Covered Transactions

The prospective subcontractor of the Recipient, _____, certifies, by submission of this document, that neither it, its principals, nor affiliates are presently debarred, suspended, proposed for debarment, declared ineligible, voluntarily excluded, or disqualified from participation in this transaction by any Federal department or agency.

SUBCONTRACTOR:

By: _____
Signature

Recipient's Name

Name and Title

DEM Contract Number

Street Address

Project Number

City, State, Zip

Date

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: November 15, 2021
TYPE OF AGENDA ITEM: City Manager Report
AGENDA OUTLINE NUMBER: 4.F.

TO: City Council

THRU:

FROM:

DATE:

SUBJECT: Announcements

1. City facilities will be closed November 25th & 26th in observance of Thanksgiving.
 2. I will be out of the office the week of November 22nd, Deputy City Manager Warren will be in charge during my absence.
 3. The Destin Tree-Lighting ceremony will be held on Thursday December 2nd, 6:00pm, at the Destin Community Center.
 4. Volunteers for Advisory Committees and Boards
-

I. BACKGROUND:

II. DISCUSSION:

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

III. CONCLUSION:

IV. RECOMMENDED MOTION:

Attachments:

None

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: November 15, 2021**TYPE OF AGENDA ITEM:** Public Hearing**AGENDA OUTLINE NUMBER:** 5.A.

TO: City Council

THRU: Kimberly Kopp, Land Use Attorney
Kyle Bauman, City Attorney
Lance Johnson, City Manager

FROM: Louis Zunguze, Community Development Director

DATE: October 26, 2021

SUBJECT: Second reading of Ordinance 21-23-CN - Providing for a six-month extension of Ordinance 20-33-CN (Temporary Moratorium on Livery Vessel Permits); Directing staff to develop recommendations for regulation of livery vessels.

I. BACKGROUND: On February 21, 2017, the City Council passed an ordinance establishing a process for the permitting of livery vessels, as subsequently amended on March 20, 2017. At that time, the City Council heard concerns that (1) overcrowding in the Destin Harbor is disproportionately affected by the proliferation of livery vessels, which contribute to a high number of inexperienced and ineffective livery vessel operators, thereby increasing the danger to the public health, safety and welfare; and (2) the proliferation of livery vessel rentals contributes to the deterioration of water quality in and around Destin.

On April 15, 2019, the City Council passed Ordinance 19-08-CN and commenced a temporary moratorium on livery vessel permitting in order to study the impacts of livery vessel businesses on the City waterways, particularly, the Destin Harbor. Ordinance 19-08-CN was set to expire on November 1, 2019, but was subsequently extended by the City Council for the purpose of enabling studies of the Harbor waters.

On September 16, 2019, the City Council passed Resolution 19-21, authorizing an agreement with the Army Corps of Engineers for assistance with funding and contracting service for a Harbor Capacity Study. Additionally, the City Council directed a 12-month extension of the existing moratorium on livery vessel permitting, providing for a new extension date of November 1, 2020. The Army Corps experienced unanticipated delays in performing the work for the City due to the COVID-19 pandemic. On November 16, 2020, the City Council passed Ordinance 20-33-CN, extending the temporary moratorium on livery vessel permits until November 1, 2021.

II. DISCUSSION: At this time, staff is recommending a six-month extension of the moratorium because it anticipates that it will receive at least some results of the ongoing Harbor Capacity Study from the Army Corps of Engineers by that time. Staff is further advising the City Council that in six months, the Council may need to consider an additional extension if additional information received from the Army Corps of Engineers is required. Staff anticipates that information obtained via the Harbor Capacity Study will flow in to the City throughout the next 6 to 12 months and is providing the six month extension recommendation to Council to allow the City Council to continue the moratorium for as short a time frame as possible as information comes in to the City.

A. Link to Strategic Goals / Objectives:

B. Effect on Budget (EOB):

C. Level of Service (LOS):

III. CONCLUSION: On November 1, 2021, the City Council recommended approval of this ordinance on first reading. Staff recommends approval of Ordinance 21-23-CN on second reading.

IV. RECOMMENDED MOTION: I move to approve Ordinance 21-23-CN.

Attachments:

1. Livery Vessel Moratorium

ORDINANCE 21-23-CN

AN ORDINANCE OF THE CITY OF DESTIN, FLORIDA RELATING TO LIVERY VESSELS; PROVIDING FOR FINDINGS OF FACT; PROVIDING FOR A SIX-MONTH EXTENSION OF ORDINANCE 20-33-CN (TEMPORARY MORATORIUM ON LIVERY VESSEL PERMITS); DIRECTING STAFF TO DEVELOP RECOMMENDATIONS FOR REGULATION OF LIVERY VESSELS; PROVIDING FOR SEVERABILITY; PROVIDING FOR EXPIRATION OF MORATORIUM; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Destin City Council approved ordinance number 17-02-CC on Second Reading at its regular meeting on February 21, 2017, creating Code of Ordinances Article VIII, Permitting of Livery Vessels; and

WHEREAS, the City of Destin City Council adopted ordinance number 17-07-CC on Second Reading at its regular meeting on March 20, 2017, which amended Code of Ordinances Article VIII, Permitting of Livery Vessels; and

WHEREAS, the waterways adjacent to the landward municipal limits of the City of Destin, particularly Destin Harbor, are severely overcrowded resulting in a dangerous congestion of Vessels; and

WHEREAS, Livery Vessel rental businesses significantly contribute to the above-described congestion by renting livery vessels to an abnormally high number of inexperienced and ineffective Livery Vessel operators, which severely increases the danger to the public's health, safety, and welfare; and

WHEREAS, Livery Vessel rental businesses significantly contribute to the deterioration of water quality in the waterways of the City of Destin and the waterways immediately adjacent to the City of Destin; and

WHEREAS, the City of Destin City Council has determined that the above-recited facts have resulted in significant danger to the health, safety, and welfare of the public; and

WHEREAS, the City Council has directed City staff to procure a qualified expert capable of performing a study and producing a report quantifying the uses, congestion, overcrowding, and resulting water quality of Destin Harbor and other waterways adjacent to the City of Destin; and

WHEREAS, on September 16, 2019, the City Council passed Resolution 19-21, authorizing an agreement with the Army Corps of Engineers for assistance with funding and contracting service for a Harbor Carrying Capacity Study and directing a 12 month

extension of Ordinance 19-08-CN (the existing temporary moratorium on livery vessel permits); and

WHEREAS, on November 16, 2020, the City Council passed Ordinance 20-33-CN, which extended the existing temporary moratorium on livery vessel permits until November 1, 2021; and

WHEREAS, the City Council anticipates that it will receive information derived from the Harbor Carrying Capacity Study within 6 to 12 months; and

WHEREAS, the City Council therefore desires to extend the existing moratorium by an additional six months, with the understanding that it will re-evaluate whether the moratorium requires an additional extension prior to expiration of the moratorium; and

WHEREAS, the City of Destin currently lacks adequate regulations to reduce, mitigate, or eliminate the adverse effects of a proliferation of Livery Vessels in the Destin Harbor and other waterways adjacent to the City of Destin.

NOW THEREFORE BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF DESTIN AS FOLLOWS:

NOTE: *Language in Sections 2 through 16 of this ordinance that is ~~struckthrough~~ is language proposed to be deleted, underlined language is language proposed to be added, language that is not ~~struckthrough~~ or underlined is not to be changed, and * * * represents sections of the Code of Ordinances that have been skipped and remain unchanged.*

SECTION 1. FINDINGS. The above stated findings are hereby adopted.

SECTION 2. PURPOSE. Despite the City of Destin's reasonable efforts to control the number of Livery Vessels in the waterways adjacent to the municipal limits of the City of Destin through a permitting structure described in ordinance number 17-07-CC, an inordinately high number of Livery Vessels originating from the City of Destin remain in these adjacent waterways and pose a heightened risk to the public's health, safety, and welfare when compared to vessels that are not Livery Vessels. Without further regulation preventing the increased proliferation of Livery Vessels, the risk to the public's health, safety, and welfare will continue to increase. The moratorium described herein is meant to ensure that the risk to the public's health, safety, and welfare is not further exacerbated by the increased proliferation of Livery Vessels.

SECTION 3. DEFINITIONS. For the purpose of this ordinance, "substantial hardship" means a demonstrable, direct, financial detriment in excess of \$10,000.00 suffered by a Vendor as a result of capital investments purchased in reliance on the terms of ordinance number 17-07-CC. All other terms used herein shall have the same meanings as described in 13-141, City of Destin Code of Ordinances.

SECTION 4. TEMPORARY MORATORIUM.

- (a) There is hereby enacted a Temporary Moratorium on the permitting and operation of all Livery Vessels originating from within the municipal limits of the City of Destin and adjacent waterways. A Vendor shall not be issued a Permit unless the Vendor provides proof that the number of Livery Vessels for which the Vendor seeks permit(s) is equal to or less than the number of permits that the City of Destin issued to the Vendor in the previous year ending December 31, 2018 except as provided herein.
- (b) The City of Destin shall not issue any Permit or any other document which would have the effect of permitting or otherwise authorizing the operation of any Livery Vessels in excess of the number authorized by Section 4(a), of this Ordinance, unless either (1) the Vendor demonstrates a Substantial Hardship, as the term is defined herein, or (2) an agreement between the City of Destin and the Vendor exists, that has been authorized by the City Council.

SECTION 5. DIRECTION TO STAFF. City staff is directed to evaluate and develop such recommendations, as staff may deem appropriate, for adoption of appropriate regulations that consider, among other things, aesthetics, socioeconomic impact, quality of life for the public, tourism, and community character issues including population concentration, availability of open space, habitat diversity, and the diversity and health of existing species within the waterways adjacent to the City of Destin.

SECTION 6. EXPIRATION OF MORATORIUM. Unless extended by amendment of this Ordinance, this Temporary Moratorium shall expire on May 16, 2022 ~~November 1, 2021~~.

SECTION 7. SEVERABILITY. If any section, phrase, sentence, or portion of this Ordinance is, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions thereof.

SECTION 8. EFFECTIVE DATE. This ordinance shall become effective upon its adoption by the City Council and signature by the Mayor.

(Signatures Follow on Next Page)

ADOPTED THIS 15th DAY OF NOVEMBER, 2021.

By: _____
Gary Jarvis, Mayor

ATTEST:

The form and legal sufficiency of the
foregoing has been reviewed and approved
by the City Land Use Attorney, for the
City of Destin, only.

Kimberly Romano Kopp
City Land Use Attorney

Rey Bailey, City Clerk

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: November 15, 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:** November 8, 2021**SUBJECT:** Bowman Consulting, on behalf of J P D Investments, Inc., is requesting approval for a Major Development Order. The project is located at 1021 Highway 98 East (Parcel ID: 00-2S-22-0000-0013-0040). The property is approximately 1.38 acres and is currently the location of the vacant Gulfview Plaza. The applicant is proposing a new, ±4,777 SF single-story restaurant with a drive-thru, along with the associated infrastructure.

I. BACKGROUND: Bowman Consulting, on behalf of J P D Investments, Inc., is requesting approval for a Major Development Order. The project is located at 1021 Highway 98 East (Parcel ID: 00-2S-22-0000-0013-0040). The property is approximately 1.38 acres and is currently the location of the vacant Gulfview Plaza. The applicant is proposing a new, ±4,777 SF single-story 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 **Town Center Mixed Use (TCMU)** and a Zoning Designation of **Town Center Mixed Use (TCMU)**. The proposed use is consistent with these land use regulations. The project, as required by the Comprehensive Plan and the Land Development Code, has undergone a compatibility review and meets the minimum requirements.

LAND USE

A limited-service restaurant is an appropriate use within the TCMU future land use designation and a permitted use within the TCMU zoning district.

DENSITY

Not applicable

HEIGHT

Maximum allowed: 75' / 6 stories

Provided: 21'10 ½" / 1 story

FLOOR AREA RATIO

Maximum allowed: 1.50

Provided: 0.083

SETBACKS

Front required: 16' – 26'

Front provided: 16'

Side minimum required: 0'

Side provided (East): 5'

Side provided (West): 10'

Rear minimum required: 0'

Rear provided: 10'

OPEN SPACE

Minimum required: 25%

Provided: 26.8%

PLATTING

Not applicable

CONCURRENCY MANAGEMENT

Concurrency requirements have been met:

Traffic: Signed November 8, 2021

Stormwater Management: Signed November 8, 2021

Potable Water/Sanitary Sewer: Signed February 3, 2021

Solid Waste: Signed January 6, 2021

AIRPORT PROTECTION

As proposed, this project is not affected by nor affects the Destin – Ft. Walton Beach Airport.

The applicant has indicated in 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 November 4, 2021, indicates that the proposed development is not estimated to generate any additional trips during the PM peak hour that were not already accounted for in the previously approved development. 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 two-way accessway off of the Highway 98 East public ROW.

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: 51

Maximum allowed: 64

Provided: 52

UTILITIES:

All utilities are required to be undergrounded.

STORMWATER:

The City Manager's Stormwater designee approved the stormwater plan on November 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: 14

Preserved trees: 0

Replacement trees: 0

Required parking trees: 8

Total required trees: 22

Total trees provided: 39

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:

21-22-SP – Chick-Fil-A

LAND USE	UNITS (4,777 / 1000)	PARK	LIBRARY	POLICE	TRANS.	TOTAL
Restaurant/Fast Food (per 1,000 SF of gross floor area)	4.777	N/A	N/A	\$31.00	\$4,638.00	\$1,783.00
<i>Totals</i>		<i>\$0.00</i>	<i>\$0.00</i>	<i>\$148.09</i>	<i>\$22,155.73</i>	<i>\$22,303.82</i>

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, and 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 Chick-Fil-A, a Major Development Order.

ALTERNATE MOTION:

I move that the City Council approve, approve with conditions, approve with modifications, or deny Chick-Fil-A, a Major Development Order.

Attachments:

1. DO-21-26 Chick-Fil-A
2. CFA Destin - Civil Set (1)
3. CFA Destin - Landscape and Irrigation Set



Community Development Planning Division

4200 Indian Bayou Trail | Destin, FL 32541 | Phone: 850-654-1119 | Email: planning@cityofdestin.com

November 15, 2021

Development Order No. 21-26

Final Development Order:

**CHICK-FIL-A
A MAJOR DEVELOPMENT ORDER
(21-11-SP)**

Based upon the City's approval and issuance of this Development Order on November 15, 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.

Bowman Consulting, on behalf of J P D Investments, Inc., is requesting approval for a Major Development Order. The project is located at 1021 Highway 98 East (Parcel ID: 00-2S-22-0000-0013-0040). The property is approximately 1.38 acres and is currently the location of the vacant Gulfview Plaza. The applicant is proposing a new, ±4,777 SF single-story 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 demolition plan, site plan, drainage plan, landscape plan, outdoor lighting plan, architectural plans, etc., and dated approved November 15, 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 **November 15, 2021** (no later than **November 15, 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 “Chick-Fil-A” 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 (LDC).**
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 (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: **\$22,303.82**
- 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

Jenny Baez, Authorized Agent
Bowman Consulting

Date



**TECHNICAL REVIEW COMMITTEE REPORT
CHICK-FIL-A
A MAJOR DEVELOPMENT ORDER
(21-11-SP)**

ISSUE

Applicant: J P D Investments, Inc.
Agent: Jenny Baez, Bowman Consulting
Location: 1021 Highway 98 East
Request: Approval consists of demolishing the existing retail shopping center and constructing a new $\pm 4,777$ SF single-story restaurant with a drive thru, along with the associated infrastructure.
Parcel Size: ± 1.38 acres.
Future Land Use: Town Center Mixed Use (TCMU)
Zoning District: Town Center Mixed Use (TCMU)
Density: N/A
Intensity: 0.083 FAR Provided (1.50 FAR Allowed)
Application Date: January 29, 2021
Approved Site Plan Date: November 15, 2021

DISCUSSION/FINDINGS

Bowman Consulting, on behalf of J P D Investments, Inc., is requesting approval for a Major Development Order. The project is located at 1021 Highway 98 East (Parcel ID: 00-2S-22-0000-0013-0040). The property is approximately 1.38 acres and is currently the location of the vacant Gulfview Plaza. The applicant is proposing a new, $\pm 4,777$ SF single-story restaurant with a drive thru, along with the associated infrastructure.

COMPREHENSIVE PLAN/ZONING

The property has a Future Land Use Map Designation of Town Center Mixed Use (TCMU) and a Zoning Designation of Town Center Mixed Use (TCMU). The proposed use is consistent with these land use regulations. The project, as required by the Comprehensive Plan and the Land Development Code, has undergone a compatibility review and meets the minimum requirements.

LAND USE

Limited-service restaurant is an appropriate use within the TCMU future land use designation and a permitted use within the TCMU zoning district.

DENSITY

Not applicable

HEIGHT

Maximum allowed: 75' / 6 stories
Provided: 21'10 1/2" / 1 story

FLOOR AREA RATIO

Maximum allowed: 1.50
Provided: 0.083



SETBACKS

Front required: 16' – 26'

Front provided: 16'

Side minimum required: 0'

Side provided (East): 5'

Side provided (West): 10'

Rear minimum required: 0'

Rear provided: 10'

OPEN SPACE

Minimum required: 25%

Provided: 26.8%

PLATTING

Not applicable

CONCURRENCY MANAGEMENT

Concurrency requirements have been met:

Traffic: Signed November 8, 2021.

Solid Waste: Signed January 6, 2021.

Potable Water: Signed February 3, 2021.

Sanitary Sewer: Signed February 3, 2021.

Stormwater Management: Signed November 8, 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 November 4, 2021, indicates that the proposed development is not estimated to generate any additional trips during the PM peak hour that were not already accounted for from the previously approved development. 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 two-way accessway off of the Highway 98 East public ROW.

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: 51

Maximum allowed: 64

Provided: 52

UTILITIES:

All utilities are required to be undergrounded.

STORMWATER:

The City Manager's Stormwater designee approved the stormwater plan on November 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: 14

Preserved trees: 0

Replacement trees: 0

Required parking trees: 8

Total required trees: 22

Total trees provided: 39

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:



LAND USE	UNITS (4,777 / 1000)	PARK	LIBRARY	POLICE	TRANS.	TOTAL
Restaurant/Fast Food (per 1,000 SF of gross floor area)	4.777	N/A	N/A	\$31.00	\$4,638.00	\$1,783.00
<i>Totals</i>		<i>\$0.00</i>	<i>\$0.00</i>	<i>\$148.09</i>	<i>\$22,155.73</i>	<i>\$22,303.82</i>

TOTAL

The amount of total impact fees is **\$22,303.82**.

OTHER FEES

None

PUBLIC INPUT:

No e-mails, letters or phone calls were received concerning this project.

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.



SITE DEVELOPMENT PLANS FOR DESTIN CHICK-FIL-A STORE #4796

LEGAL DESCRIPTION

(O.R. 2007, PAGE 2396)
*A PARCEL OF LAND LYING IN TOWNSHIP 2 SOUTH, RANGE 22 WEST, LYING NORTH OF U.S. HIGHWAY 98 (FORMERLY STATE HIGHWAY 115), LYING IN OKALOOSA COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

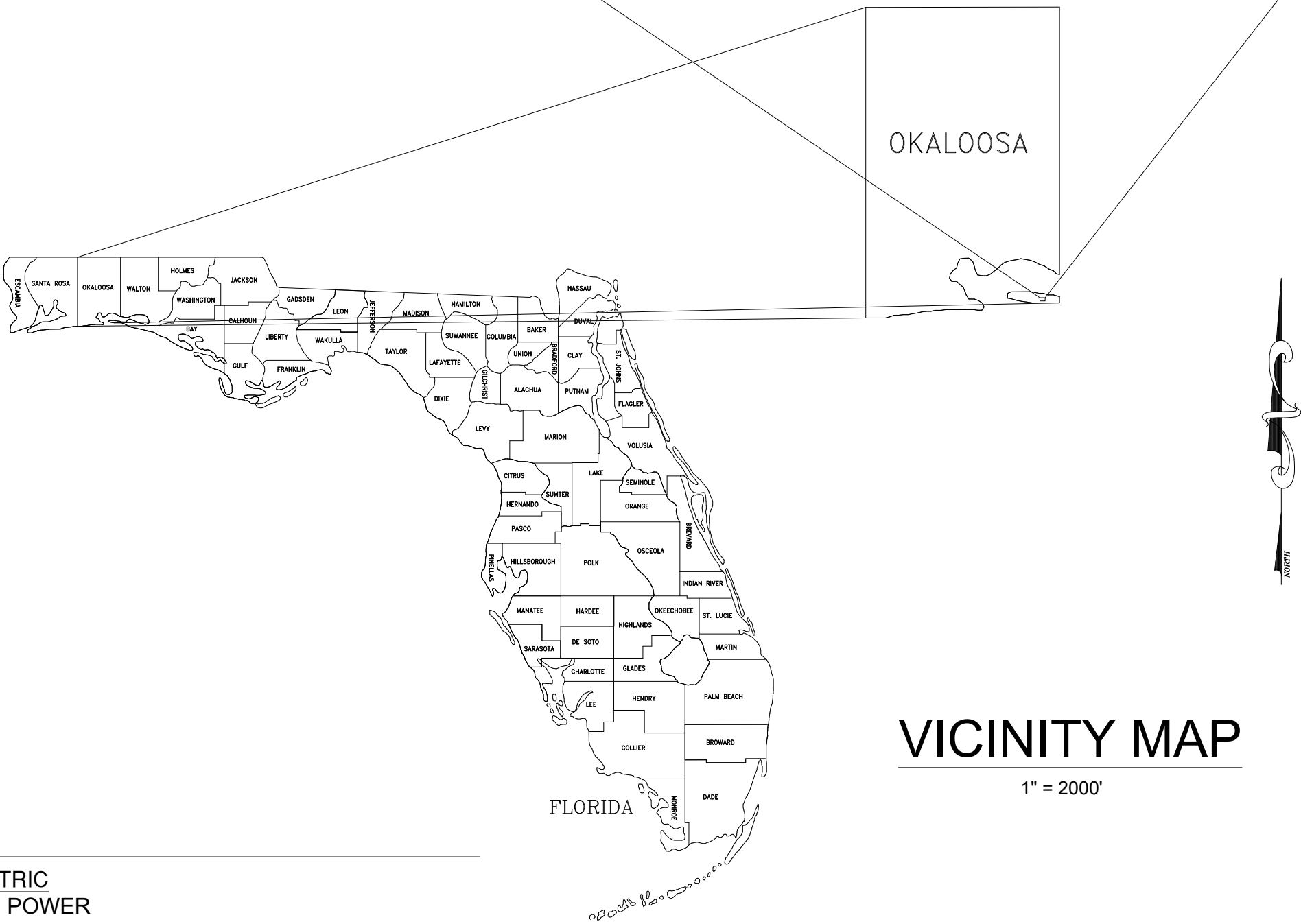
COMMENCE AT A POINT ON THE SOUTH BOUNDARY LINE OF THE RIGHT OF WAY OF U.S. HIGHWAY 98 AT A POINT 4.100 FEET EAST (MEASURED EAST AND WEST) FROM THE EAST BOUNDARY LINE OF THE "REVISED SECOND EAST PASS ADDITION TO DESTIN, FLORIDA" (ACCORDING TO OFFICIAL MAP OF SAID SUBDIVISION NOW ON RECORD), THENCE NORTHERLY AT RIGHT ANGLES TO SAID SOUTH BOUNDARY LINE OF U.S. HIGHWAY 98 TO AN INTERSECTION OF THE NORTH BOUNDARY LINE OF SAID U.S. HIGHWAY 98 AS PRESENTLY LOCATED; THENCE WESTERLY ALONG SAID NORTH BOUNDARY LINE A DISTANCE OF 900 FEET TO POINT OF BEGINNING; THENCE FROM POINT OF BEGINNING NORTHERLY AT RIGHT ANGLES WITH NORTH BOUNDARY LINE OF SAID HIGHWAY A DISTANCE OF 300 FEET TO A POINT; THENCE AT RIGHT ANGLES WESTERLY AND PARALLEL TO NORTH BOUNDARY LINE OF U.S. HIGHWAY 98 200 FEET TO A POINT; THENCE AT RIGHT ANGLES SOUTHERLY 300 FEET TO A POINT OF SAID NORTH BOUNDARY LINE U.S. HIGHWAY 98; THENCE WASTERLY ALONG SAID NORTH BOUNDARY LINE 200 FEET TO A POINT OF BEGINNING."

BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A MAG NAIL WITH NO IDENTIFICATION ON THE SOUTH LINE OF LOT 2 OF "THE SHORES" A SUBDIVISION RECORDED IN PLAT BOOK 23, PAGE 50, OF THE PUBLIC RECORDS OF OKALOOSA COUNTY, FLORIDA; THENCE GO SOUTH 75°09'28" EAST ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY 98 (100' R/W), 417.18 FEET; THENCE GO NORTH 14°50'35" EAST ALONG SAID RIGHT OF WAY LINE, 10.00 FEET; THEN GO SOUTH 75°02'58" EAST ALONG SAID NORTHERLY RIGHT OF WAY LINE (110' R/W) 132.76 FEET BEING THE SOUTHEAST CORNER OF LOT 4 OF "THE SHORES" SUBDIVISION; THENCE GO NORTH 03°58'59" WEST ALONG SAID RIGHT OF WAY LINE, 15.85 FEET; THENCE GO SOUTH 75°09'28" EAST ALONG SAID NORTHERLY RIGHT OF WAY LINE (125' R/W) 3158.65 FEET; THENCE GO NORTH 14° 51'44" EAST 25.00 FEET TO A POINT SAID POINT BEING THE POINT OF BEGINNING; THENCE GO NORTH 75°09'28" WEST ALONG THE NORTH RIGHT OF WAY LINE OF U.S. HIGHWAY 98 (150' R/W) 200.00 FEET AT A POINT; THENCE LEAVING SAID RIGHT OF WAY GO NORTH 14°48'34" EAST 300.00 FEET TO A POINT; THENCE GO NORTH 75°02'58" WEST 200.00 FEET TO A POINT; THENCE GO SOUTH 14°51'44" WEST 300.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 1.376 ACRES±

1021 HWY 98
DESTIN, FL 32541
SECTION 00, TOWNSHIP 2 S, RANGE 22 W



FLOOD ZONE NOTE

1. THE LANDS BOUND BY THIS SURVEY ARE LOCATED WITHIN AN AREA HAVING FLOOD ZONE DESIGNATION X (AREA OF MINIMAL FLOOD HAZARD) BY THE FEDERAL MANAGEMENT AGENCY (FEMA) ON FLOOD INSURANCE RATE MAP NUMBER 12091CD488H, MAP REVISED DECEMBER 6, 2002.

DATUM NOTE

1. THE ELEVATIONS SHOWN HEREON ARE REFERNECED TO THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD88) AND ARE BASED UPON THE FOLLOWING FLORIDA DEPARTMENT OF NATURAL RESOURCES BENCHMARK: "OKA2", BRASS DISK IN CONCRETE STORM DRAIN;
2. ELEVATION = 23.02' (NAVD88)

GENERAL NOTES

1. CONTRACTOR SHALL HAVE ONE SIGNED COPY OF THE APPROVED PLANS AND THE APPROPRIATE STANDARDS AND SPECIFICATIONS ALONG WITH A COPY OF ANY PERMITS AND AGREEMENTS NEEDED FOR THE JOB ON-SITE AT ALL TIMES.
2. CONTRACTOR SHALL MEET OR EXCEED ALL SITE WORK SPECIFICATIONS AND APPLICABLE STATE AND FEDERAL REGULATIONS FOR ALL MATERIALS AND CONSTRUCTION.
3. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL ASPECTS OF SAFETY DURING CONSTRUCTION.
4. THE CONTRACTOR SHALL NOTIFY THE ENGINEER IF ANY SITUATION THAT IS NOT IDENTIFIED IN THE PLANS OR SPECIFICATIONS IS ENCOUNTERED.
5. NO REVISION SHALL BE MADE TO THESE PLANS WITH OUT THE APPROVAL OF THE ENGINEER OF RECORD.
6. THE CONTRACTOR SHALL BE RESPONSIBLE FOR KEEPING ROADWAYS FREE AND CLEAR OF ALL CONSTRUCTION DEBRIS AND DIRT TRACKED FROM THE SITE.
7. ANY REFERENCE TO PUBLISHED STANDARDS SHALL REFER TO THE LATEST REVISION OF SAID STANDARD, UNLESS SPECIFICALLY STATED OTHERWISE.
8. ALL NECESSARY INSPECTIONS AND/OR CERTIFICATIONS REQUIRED BY CODES AND/OR UTILITY SERVICE COMPANIES SHALL BE PERFORMED PRIOR TO ANNOUNCED BUILDING POSSESSION AND THE FINAL CONNECTION OF SERVICES.

CONTACTS

OWNER
CHICK-FIL-A
5200 BUFFINGTON ROAD
ATLANTA, GA 30349

ENGINEER
BOWMAN CONSULTING GROUP
13450 W. SUNRISE BLVD, SUITE 320
SUNRISE, FL 33323
BILL PFEFFER, BRANCH MANAGER
954.314.8466
BPFEFFER@BOWMANCG.COM

SURVEYOR
O'NEAL SURVEYING & MAPPING, INC
267 JOHN KNOX ROAD, SUITE 207
TALLAHASSEE, FL 32303
850-270-2138

STORM DRAINAGE
CITY OF DESTIN PUBLIC SERVICES DEPARTMENT
4200 INDIAN BAYOU TRAIL
DESTIN, FL 32541
JOE BODI, ENGINEERING ASSISTANT II
850-837-6869
JBODI@CITYOFDESTIN.COM

NORTHWEST FLORIDA WATER MANAGEMENT
DISTRICT (NWFWM) ENVIRONMENTAL RESOURCE
PERMITTING
152 WATER MANAGERMENTS DRIVE
HAVANA, FL 32333
BRANDON WINTER, EI, ENGINEER II
BRANDON.WINTER@NWFWM.COM

TELEPHONE/INTERNET
COX
7411 FLORIDA BLVD
BATON ROUGE, LA 70806
MATTIE GEORGE
225-421-8468
MATTIE.GEORGE@COX.COM

WATER DISTRIBUTION
DESTIN WATER USERS, INC (DWU)
218 MAIN STREET
DESTIN, FL 32541
STEVE SCHMITT, FIELD OPERATIONS MANAGER
850-337-3937
SSCHMITT@DWUINC.COM

SANITARY SEWER
DESTIN WATER USERS, INC (DWU)
218 MAIN STREET
DESTIN, FL 32541
STEVE SCHMITT, FIELD OPERATIONS MANAGER
850-337-3937
SSCHMITT@DWUINC.COM

TRAFFIC ENGINEERING
CITY OF DESTIN PUBLIC SERVICES DEPARTMENT
4200 INDIAN BAYOU TRAIL
DESTIN, FL 32541
JOE BODI, ENGINEERING ASSISTANT II
850-837-6869
JBODI@CITYOFDESTIN.COM

FLORIDA DEPARTMENT OF TRANSPORTATION
1723 SUNRISE CIRCLE
PONCE DE LEON, FL 32455
RUSTY WILLIAMS, MAINTENANCE MANAGER/PERMITS
850-836-5790
HOWARD.WILLIAMS@DOT.STATE.FL.US

HEALTH DEPARTMENT
FLORIDA DEPARTMENT OF BUSINESS AND
PROFESSIONAL REGULATION (DBPR) - DIVISION OF
HOTELS AND RESTAURANTS
2601 BLAIRSTONE ROAD
TALLAHASSEE, FL 32399
DBPR REPRESENTATIVE
850-487-1395
DHR.PLANREVIEW@MYFLORIDALICENSE.COM

ELECTRIC
GULF POWER
ANTHONY BEDOYA
850-244-4763
ANTHONY.BEDOYA@FPL.COM

GAS SERVICE
OKALOOSA GAS
JASPER BAILEY
850-974-7005
JASPERBAILEY@OKALOOSAGAS.COM

EROSION CONTROL
CITY OF DESTIN PUBLIC SERVICES DEPARTMENT
4200 INDIAN BAYOU TRAIL
DESTIN, FL 32541
JOE BODI, ENGINEERING ASSISTANT II
850-837-6869
JBODI@CITYOFDESTIN.COM

FIRE PROTECTION
DESTIN FIRE CONTROL DISTRICT
848 AIRPORT ROAD
DESTIN, FL 32541
MATT TAYLOR, FIRE MARSHAL
850-837-8413, EXT 204
MTAYLOR@DESTINFIRE.COM

SOLID WASTE DISPOSAL
WASTE MANAGEMENT, INC
850-862-7141

VICINITY MAP

1" = 2000'

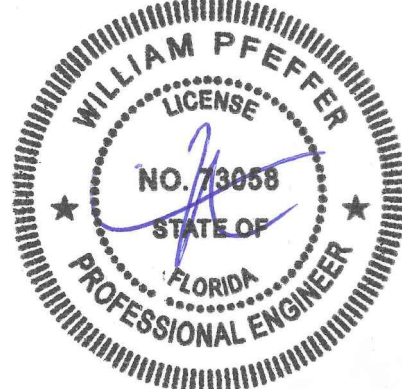
SHEET LIST TABLE	
SHEET NUMBER	SHEET TITTLE
C-1.0	COVER SHEET
C-1.1	EXISTING CONDITIONS PLAN
C-1.2	DEMOLITION PLAN
C-2.0	SITE PLAN
C-2.1	OFFSITE IMPROVEMENTS PLAN
C-2.2	US-98 MILEPOST EXHIBIT
C-2.3	DELIVERY TRUCK EXHIBIT
C-3.0	GRADING AND DRAINAGE PLAN
C-3.1	OFFSITE GRADING AND DRAINAGE PLAN
C-3.2	EROSION CONTROL PLAN - PHASE I
C-3.3	EROSION CONTROL PLAN - PHASE II
C-3.4	EROSION CONTROL DETAILS
C-4.0	CFA STANDARD DETAILS
C-4.1	CFA STANDARD DETAILS
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C-5.0	SITE AND DRAINAGE DETAILS
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C-5.2	SITE AND DRAINAGE DETAILS
PS-1.0	UTILITY PLAN
PS-1.1	UTILITY DETAILS
PS-1.3	UTILITY DETAILS
PS-1.2	UTILITY DETAILS



5200 Buffington Rd.
Atlanta Georgia,
30349-2998

Bowman
CONSULTING
Certificate of Authorization License No. 30482
910 SE 17th St, Suite 300
Fort Lauderdale, FL 33316
Phone: (954) 214-8466
www.bowmanconsulting.com
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WILLIAM PFEFFER, P.E.
LICENSE NO. 73058
10/11/2021

CHICK-FIL-A
DESTIN RELOCATION
1021 HIGHWAY 98
DESTIN, FL 32541

FSU# 4796

REVISION SCHEDULE
NO. DATE DESCRIPTION

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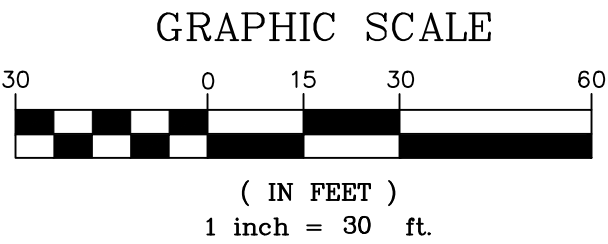
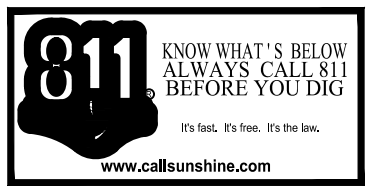
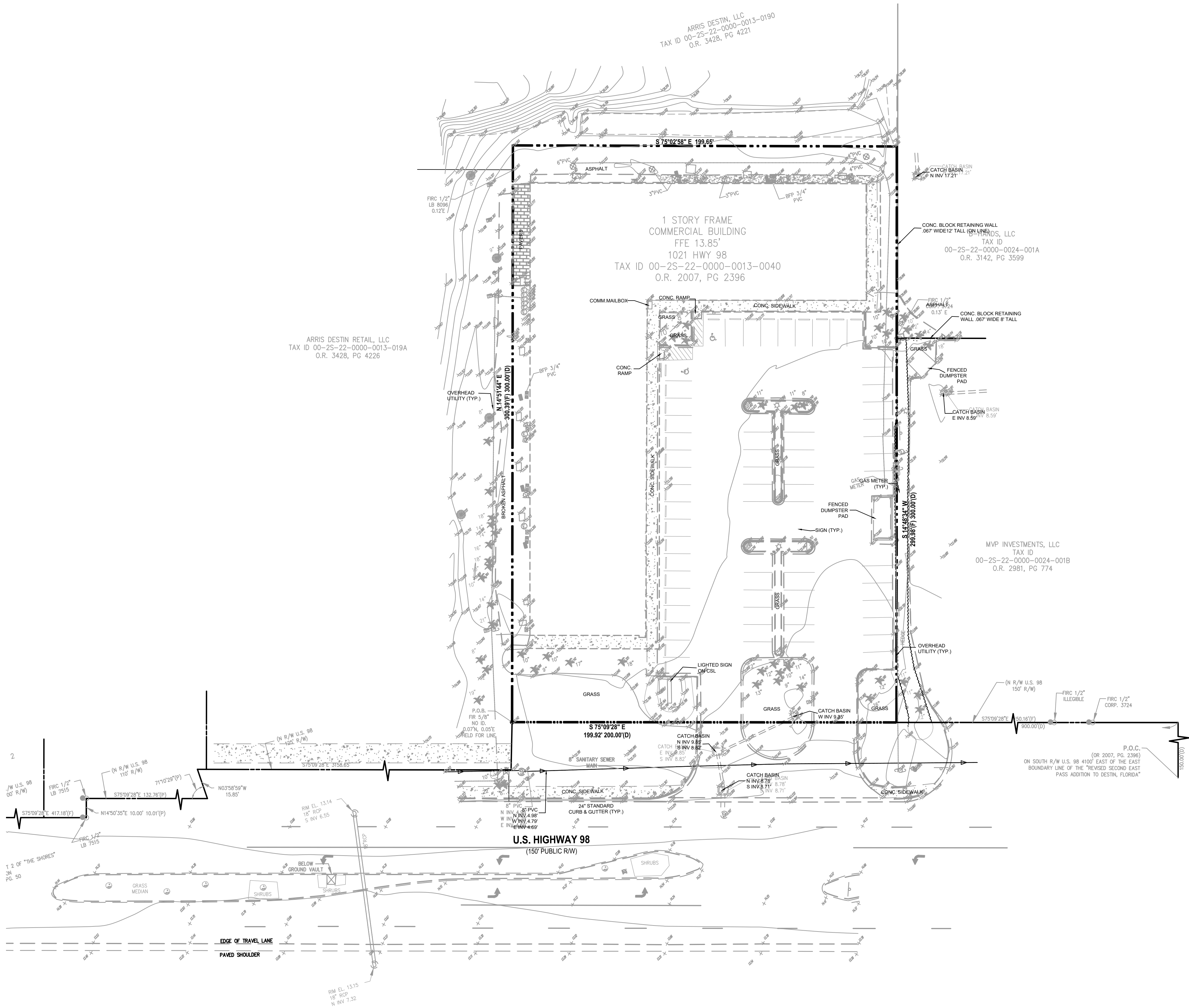
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PROJECT # 010014-01-126
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SHEET
COVER SHEET

SHEET NUMBER

C-1.0
(1 of 23)

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LEGEND		
PROPERTY LINE		
EX. CONCRETE SIDEWALK		
EX. CONCRETE D CURB		
EX. CONCRETE F CURB		
EX. EDGE OF PAVEMENT		
EX. EDGE OF SIDEWALK		
EX. INGRESS/EGRESS & UTILITY EASEMENT		
EX. STORM SEWER		
EX. SANITARY SEWER		
EX. WATER MAIN		
EX. FIBER OPTIC		
EX. CATV		
EX. STREET LIGHT ELECTRIC		
EX. GAS LINE		
EX. TELEPHONE LINE		
EX. FENCE		
EX. POWER OVERHEAD LINE		
EX. STORM INLET		
EX. STORM MANHOLE		
EX. SANITARY CLEANOUT		
EX. WATER VALVE		
EX. GAS VENT		
EX. WATER METER		
EX. UTILITY POLE		
EX. LIGHT POLE		
EX. ELECTRIC METER		
EX. TELE SERVICE BOX		
EX. TELE PED		
EX. IRRIGATION CONTROL VALVE		
EX. GUY WIRE		
EX. SIGN		
EX. GRADE		
EX. BACK FLOW PREVENTER		
EX. A/C UNITS		

TREE LEGEND	
	PALM TREE
	UNKNOWN TREE
	UNKNOWN SHRUB

SOIL CLASSIFICATION

1. THE SOIL SURVEY OF OKALOOSA COUNTY, FLORIDA AS PREPARED BY THE UNITED STATES DEPARTMENT OF AGRICULTURE (USDA), SOIL CONSERVATION SERVICE (SCS), LATER RENAMED THE NATURAL RESOURCE CONSERVATION SERVICE (NRCS), DATED AUGUST 1989, IDENTIFIES THE NATIVE SOIL TYPES AT THE SUBJECT SITE AS NEWHAN-COROLLA COMPLEX, 2 TO 30 PERCENT SLOPES (1B) AND URBAN LAND (27).

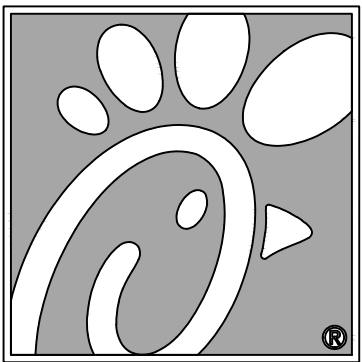
FLOOD ZONE NOTE

1. THE LANDS BOUND BY THIS SURVEY ARE LOCATED WITHIN AN AREA HAVING FLOOD ZONE DESIGNATION X (AREA OF MINIMAL FLOOD HAZARD) BY THE FEDERAL MANAGEMENT AGENCY (FEMA) ON FLOOD INSURANCE RATE MAP NUMBER 12091CD488H, MAP REVISED DECEMBER 6, 2002.

DATUM NOTE

1. THE ELEVATIONS SHOWN HEREON ARE REFERENCED TO THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD88) AND ARE BASED UPON THE FOLLOWING FLORIDA DEPARTMENT OF NATURAL RESOURCES BENCHMARK: "ON-CA" BRASS BULK IN CONCRETE STORM DRAIN.

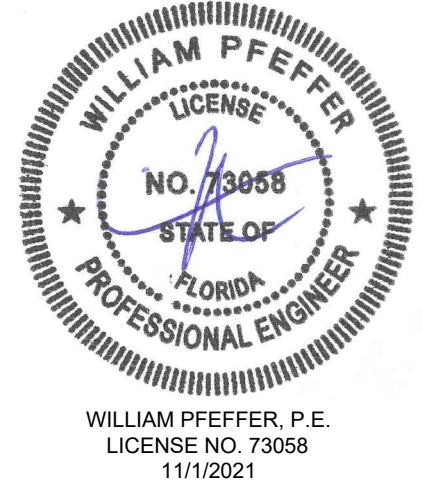
2. ELEVATION + 23.02' (NAVD88)



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Atlanta Georgia,
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DESTIN RELOCATION
1021 HIGHWAY 98
DESTIN, FL 32541

FSU# 4796

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CURRENT DESIGN	2017-029
NOTE APPLIED	
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SHEET
EXISTING CONDITIONS PLAN

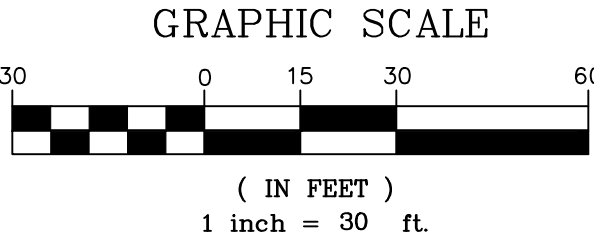
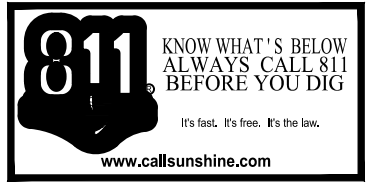
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FDOT NOTES

1. PROPOSED CONNECTION FROM ON-SITE STORM DRAINAGE TO FDOT R-O-W STORM DRAINAGE SYSTEM TO BE MADE PRIOR TO REMOVAL OF EXISTING DRAINAGE INFRASTRUCTURE TO PREVENT RUNOFF FROM FLOWING INTO EXISTING TRAVEL LANE.



LEGEND		
DEMO ASPHALT DRIVE		PROPERTY LINE
DEMO CONCRETE		EX. CONCRETE SIDEWALK
DEMO OPEN SPACE		EX. CONCRETE D CURB
LIMIT OF DISTURBANCE	LOD	EX. CONCRETE F CURB
		EX. POWER POLE
		EX. LIGHT POLE
		EX. GUY WIRE
		EX. EDGE OF PAVEMENT
		EX. EDGE OF SIDEWALK
		EX. SIGN
		EX. STORM INLET
		EX. STORM SEWER
		EX. SANITARY MANHOLE
		EX. SANITARY SEWER
		EX. WATER VALVE
		EX. WATER MAIN
		EX. TELEPHONE PEDESTAL
		EX. OVERHEAD ELECTRIC
		EX. GAS SERVICE
		EX. GAS VALVE

DEMOLITION NOTES

- 1 CONCRETE PAVEMENT/SIDEWALK TO BE REMOVED
- 2 ASPHALT PAVEMENT TO BE REMOVED
- 3 CONCRETE CURB TO BE REMOVED
- 4 LANDSCAPED AREA TO BE REMOVED
- 5 STORM STRUCTURE TO BE REMOVED
- 6 STORM PIPE TO BE REMOVED
- 7 PAVEMENT MARKINGS TO BE REMOVED
- 8 BELOW GROUND VAULT TO BE MADE FLUSH W/ FINAL ELEVATION
- 9 EXISTING NORTH INVERT TO BE PLUGGED AFTER PIPE REMOVAL.

GENERAL DEMOLITION NOTES

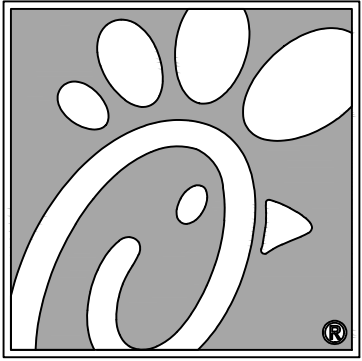
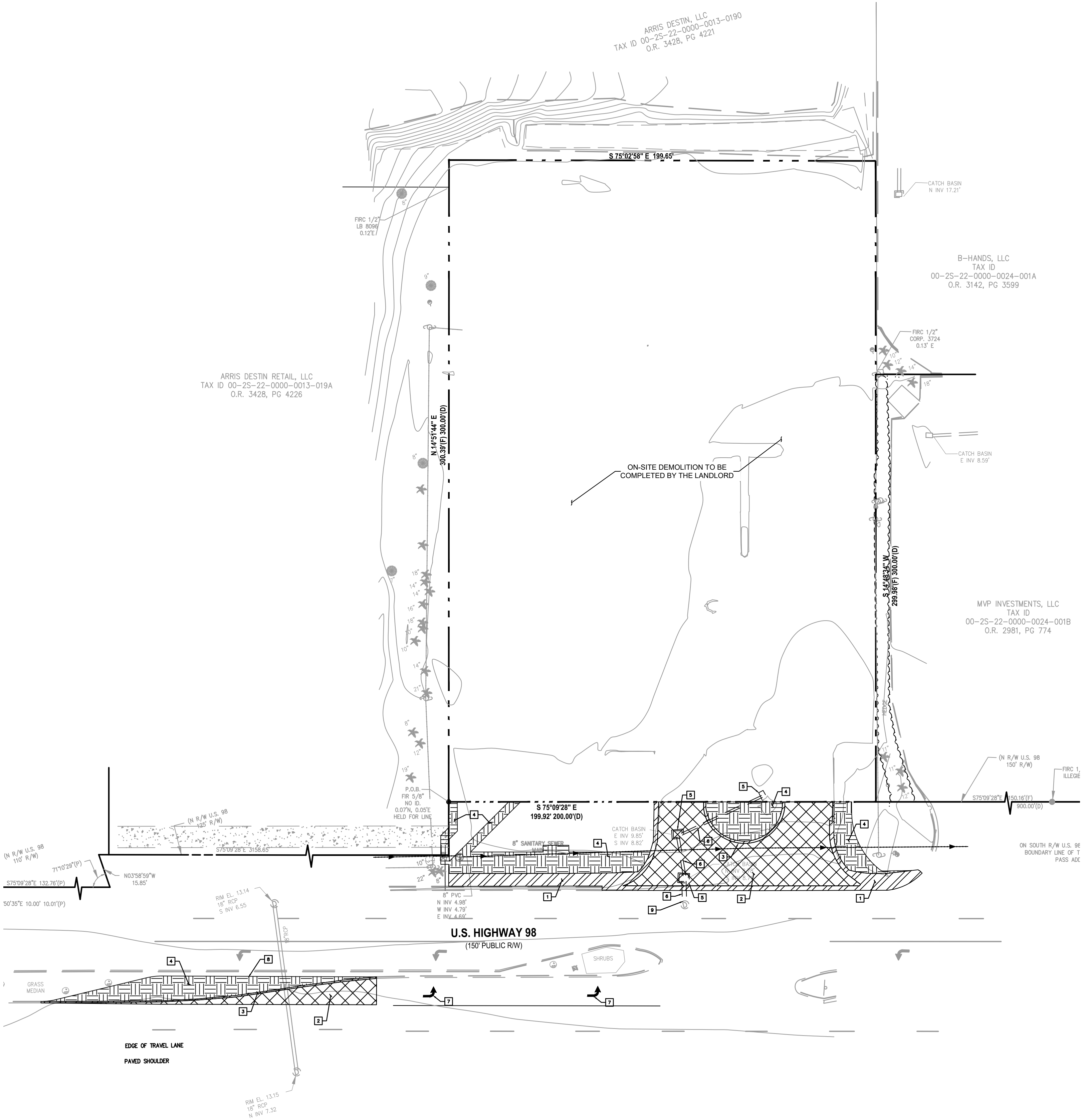
1. THE LOCATION OF THE UTILITIES SHOWN HAVE BEEN DETERMINED BY INFORMATION GATHERED AND SHALL NOT BE USED AS EXACT. CONTRACTOR SHALL CONTACT THE APPROPRIATE UTILITY COMPANIES TO VERIFY EXACT LOCATIONS PRIOR TO DEMOLITION.
2. THE CONTRACTOR SHALL COORDINATE WITH THE PROPER UTILITY COMPANIES FOR REMOVAL AND RELOCATIONS OF THE RESPECTIVE UTILITY. THE CONTRACTOR SHALL VERIFY ANY WORK THAT MAY BE DONE BY THE UTILITY COMPANIES.
3. CONTRACTOR SHALL PROTECT THE PUBLIC WITH BEST MANAGEMENT PRACTICES.
4. CONTRACTOR SHALL PROTECT AND MAINTAIN ALL STRUCTURES, PAVEMENT, AND VEGETATION THAT IS NOT TO BE DISTURBED AND IS RESPONSIBLE FOR ANY DAMAGES TO THEM.
5. THE CONTRACTOR SHALL PROPERLY DISPOSE OF ALL MATERIALS RESULTING FROM THE WORK, ACCORDING TO GOVERNING AUTHORITIES AND SHALL OBTAIN THE PROPER PERMITS REQUIRED FOR DISPOSAL AND DEMOLITION.
6. THE CONTRACTOR SHALL INSTALL EROSION AND SEDIMENT CONTROL DEVICES PRIOR TO DEMOLITION.
7. THE CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING SERVICES TO ANY NECESSARY UTILITIES DURING CONSTRUCTION.
8. FOR ALL ITEMS NOTED TO BE REMOVED, REMOVE NOT ONLY THE ABOVE GROUND ELEMENTS, BUT ALSO REMOVE ALL UNDERGROUND ELEMENTS AS WELL INCLUDING, BUT NOT LIMITED TO; FOUNDATIONS, GRAVEL FILLS, TREE ROOTS, PIPES, TANKS, ETC.
9. BACKFILL ALL EXCAVATIONS RESULTING FROM THE DEMOLITION WORK MEETING THE REQUIREMENTS FOR FILL OUTLINED IN THE GEOTECHNICAL INVESTIGATION REPORT FOR THIS SITE.
10. THE CONTRACTOR SHALL REFER TO THE ASBESTOS REPORT TO DETERMINE IF ASBESTOS ABATEMENT IS REQUIRED. IF REQUIRED, ASBESTOS AND ANY OTHER HAZARDOUS MATERIAL SHALL BE PROPERLY PERMITTED AND REMOVED BY THE CONTRACTOR. CONTRACTOR SHALL SECURE ALL PERMITS FOR DEMOLITION AND REMOVAL OF MATERIALS FROM THE SITE.
11. LIMIT SAW-CUT AND PAVEMENT REMOVAL TO ONLY THOSE AREAS WHERE IT IS REQUIRED AS SHOWN ON THESE PLANS. ANY DAMAGE TO ANY SURROUNDING AREAS SHALL BE REPAIRED / REPLACED AT THE RESPONSIBILITY OF THE CONTRACTOR. CONTRACTOR SHALL PROTECT ADJACENT STRUCTURES, PAVEMENT, UTILITIES, LANDSCAPE, ETC. FROM DAMAGE DURING CONSTRUCTION.
12. CONTRACTOR SHALL ENSURE THAT SERVICES TO ALL UTILITIES TO BE REMOVED HAS BEEN DISCONTINUED AND SHUT OFF. ALL UTILITY LINES SHALL BE CAPPED PER UTILITY COMPANY STANDARDS.
13. THE CONTRACTOR SHALL REFER TO THE LANDSCAPE PLANS TO DETERMINE IF EXISTING PERIMETER TREES/LANDSCAPING ARE TO REMAIN OR BE REMOVED.

CITY OF DESTIN DUST CONTROL REQUIREMENTS:

1. GRADING OPERATIONS WILL NOT BE CONDUCTED WHEN WINDS EXCEED 20 MILES PER HOUR.
2. WATER WILL BE APPLIED WITH HOSE OR WATER TRUCK, AS NECESSARY, DURING EXCAVATION ACTIVITIES.
3. CONTRACTOR SHALL ENSURE THAT ANY OPEN-BODIED TRUCKS, TRAILERS OR OTHER VEHICLES TRANSPORTING PARTICULATE MATTER SHALL BE COVERED OR WETTED TO MINIMIZE DUST GENERATION DURING TRANSPORT.
4. STOCKPILED MATERIAL SHALL BE COVERED OR WETTED, AS REQUIRED, TO MINIMIZE DUST GENERATION DURING HIGH WIND CONDITIONS.
5. CONTRACTOR SHALL MINIMIZE THE HEIGHTS INVOLVED IN TRANFER PROCESSES INVOLVING FREE FALL OF SOIL OR OTHER PARTICULATE MATTER TO MINIMIZE DUST EMISSIONS.
6. WATER WILL BE APPLIED BY HOSE OR WATER TRUCK, AS NECESSARY, TO UNPAVED SURFACES, INCLUDING ADJACENT RIGHT-OF-WAYS, OR ANY OTHER SURFACE THAT COULD CREATE AIRBORNE DUST.
7. GROUND COVER WILL BE PLACED FOR ALL OPEN AREAS IMMEDIATELY AFTER CONSTRUCTION ACTIVITES HAVE COMPLETED.
8. DESIGNATED ROUTES WITHIN THE JOB SITE THAT WILL BE USED BY VEHICLES TRANSPORTING SOIL OR OTHER MATERIALS TO AND FROM THE SITE SHALL BE CLEARLY INDICATED.
9. CONTRACTOR SHALL PROVIDE BRUSHES, BROOMS, WATER, OR PRESSURE WASHERS, AS REQUIRED, TO REMOVE SOIL, SAND, DIRT AND ANY OTHER PARTICULATE MATTER FROM VEHICLE TIRES AND UNDERCARRIAGES PRIOR TO LEAVING THE SITE IN ORDER TO PREVENT THE TRACKING OUT OF SAID SOIL, SAND, DIRT AND ANY OTHER PARTICULATE MATTER ONTO THE ADJACENT RIGHT-OF-WAYS.
10. MAXIMUM SPEED OF CONSTRUCTION EQUIPMENT OR MATERIAL DELIVERIES SHALL BE 20 MILES PER HOUR.
11. ANY SOIL, SAND AND OTHER MATERIAL DEPOSITED OR EMITTED ONTO ANY RIGHT-OF-WAY NEAR THE SITE SHALL BE REMOVED WITHIN 48 HOURS
12. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO ENSURE THAT ANY 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 ARE IN PROPER WORKING CONDITIONS PER MANUFACTURER'S REQUIREMENTS OR STANDARD INDUSTRY PRACTICE.
13. MONITORING OF DUST EMISSIONS SHALL BE DONE TO ENSURE COMPLIANCE WITH RELEVANT REGULATORY REQUIREMENTS.
14. CONTRACTOR SHALL MAINTAIN A DAILY DUST CONTROL CHECKLIST AND SHALL PROVIDE TO THE CITY UPON REQUEST TO DOCUMENT COMPLIANCE WITH THESE REQUIREMENTS, AND MAINTAIN AT THE JOB SITE AT ALL TIMES.
15. THE CONTRACTOR SHALL PROVIDE TO THE CITY A COPY OF THE DAILY DUST CONTROL CHECKLIST ON WHICH THE CONTRACTOR SHALL DOCUMENT THE COMPLIANCE OF THE MITIGATION ACTIVITIES DETAILED IN THE DUST CONTROL PLAN.

CITY OF DESTIN VIBRATION IMPACT MITIGATION REQUIREMENTS:

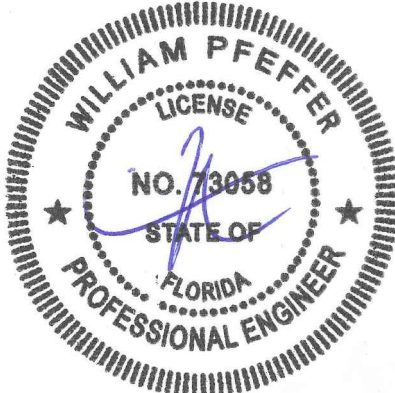
1. ANY ACTIVITY INCLUDING, BUT NOT LIMITED TO: PILE DRIVING, EARTHWORK COMPACTION, CONCRETE AND ASPHALT BREAKING WILL NOT TRANSMIT VIBRATIONS TO SENSITIVE RECEPTORS AT OR ABOVE THE FEDERAL TRANSIT ADMINISTRATION (FTA) APPROXIMATE VIBRATION DAMAGE THRESHOLD OF 95 VIBRATION DECIBELS (VDB).
2. FOR ANY ACTIVITY EXCEEDING 80 VDB THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING THE CITY OF DESTIN WITH A VIBRATION MINIMIZATION AND MITIGATION PLAN TO REDUCE IMPACTS TO THE SURROUNDING AREAS.
3. GENERAL CONTRACTOR FOR THE PROJECT SHALL ADHERE TO THE VIBRATION IMPACT MITIGATION PLAN DURING THE CONSTRUCTION OF THE PROJECT.
4. PRIOR TO THE COMMENCEMENT OF CONSTRUCTION, THE CONTRACTOR SHALL PROVIDE TO THE CITY FOR REVIEW AND APPROVAL A WRITTEN VIBRATION IMPACT MITIGATION PLAN. THE PLAN MUST BE PREPARED, SIGNED, DATED AND SEALED BY A FLORIDA-REGISTERED PROFESSIONAL ENGINEER.



5200 Buffington Rd.
Atlanta Georgia,
30349-2998



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WILLIAM PFEFFER, P.E.
LICENSE NO. 73058
11/1/2021

CHICK-FIL-A
DESTIN RELOCATION
1021 HIGHWAY 98
DESTIN, FL 32541

FSU# 4796

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NO.	DATE	

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PROJECT #	010014-01-126
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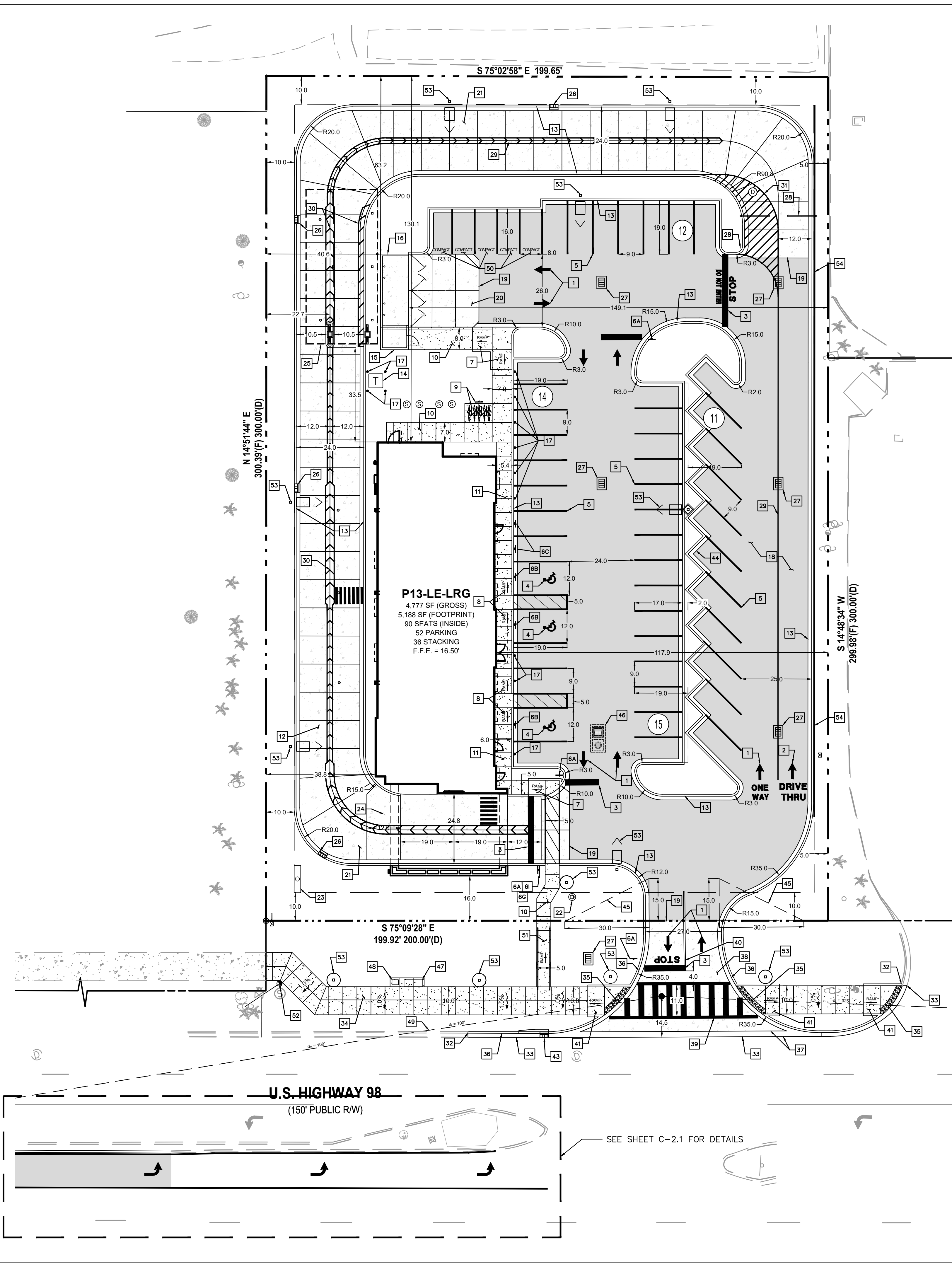
SHEET
DEMOLITION PLAN

SHEET NUMBER

C-1.2

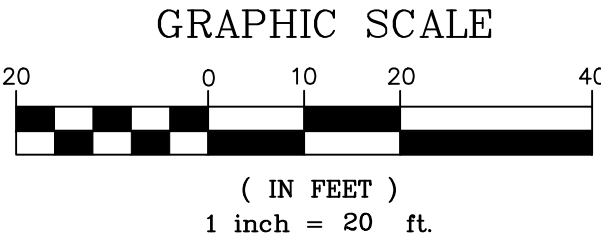
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LEGEND

PROP. ASPHALT DRIVE		PROPERTY LINE	
PROP. CONC. SIDEWALK		EX. CONCRETE SIDEWALK	
PROP. CONC. PAVEMENT		EX. CONCRETE D CURB	
PROP. TYPE "F" CURB		EX. CONCRETE F CURB	
PROP. CLEARANCE BAR		EX. POWER POLE	
PROP. PARKING STRIPE		EX. LIGHT POLE	
PROP. HANDICAP MARKING		EX. GUY WIRE	
PROP. SITE SIGNAGE		EX. EDGE OF PAVEMENT	
PROP. BOLLARD		EX. EDGE OF SIDEWALK	
PROP. CURB INLET		EX. SIGN	
PROP. CATCH BASIN		EX. STORM INLET	
PROP. MAN HOLE		EX. SANITARY MANHOLE	
PROP. TRANSFORMER		EX. TELEPHONE PEDESTAL	
PROP. LIGHT POLE		EX. OVERHEAD ELECTRIC	



FLOOD ZONE NOTE

1. THE LANDS BOUND BY THIS SURVEY ARE LOCATED WITHIN AN AREA HAVING A FLOOD ZONE DESIGNATION "X" (AREA OF MINIMAL FLOOD HAZARD) BY THE FEDERAL MANAGEMENT AGENCY (FEMA) ON FLOOD INSURANCE RATE MAP NUMBER 12091C0489H. MAP REVISED DECEMBER 6, 2002

SITE SUMMARY	
ZONING	TOWN CENTER MIXED USE (TCMU)
FLU	TOWN CENTER MIXED USE (TCMU)
OVERLAY	TOWN CENTER MIXED USE (TCMU)
USE	RESTAURANT W/ DRIVE THRU
TYPE OF CONSTRUCTION	COMMERCIAL
PARCEL ID	00-25-22-0000-0013-0040
LOT	
SIZE	198' X 300'
BUILDING	
SIZE	4,777 SF
HEIGHT	32'-11 1/2"
CONSTRUCTION TYPE	TYPE VB
PARKING	
STALL SIZE	9' X 19' *

* 5 SPACES TO BE COMPACT SIZE VEHICLE PARKING SPACES AT 8' X 16'

PARKING CALCULATIONS			
USE	SF	RATIO	REQUIRED SPACES
GROSS FLOOR AREA (SF)	4,777 SF	MIN.: 1 / 75 SF X .8 MAX.: 1 / 75 SF	51 SPACES MIN. 64 SPACES MAX.
STANDARD PARKING PROVIDED			49
HANDICAP PARKING REQUIRED			3
HANDICAP PARKING PROVIDED			3
TOTAL PARKING PROVIDED			52

EXISTING SITE CALCULATIONS			
AREA	SF	ACRES	%
TOTAL SITE AREA	59,972	1.38	100
TOTAL PERVIOUS AREA	11,636	0.27	19.4
BUILDING AREA	21,260	0.49	35.5
PAVEMENT AREA	27,076	0.62	45.1
TOTAL IMPERVIOUS AREA	48,336	1.11	80.6

LANDSCAPE BUFFERS		
SETBACKS	REQUIRED	PROVIDED
FRONT (SOUTH)	10'	10'
REAR (NORTH)	10'	10'
SIDE (EAST)	5'	5'
SIDE (WEST)	10'	10'

CHICK-FIL-A SITE CALCULATIONS			
AREA	SF	ACRES	%
TOTAL SITE AREA	59,972	1.38	100
OPEN SPACE+1	16,057*	0.33	26.8
PERVIOUS GREENSPACE	14,414	0.04	24.0
IMPERVIOUS HARDSCAPE	1,643	0.04	24.0
BUILDING AREA	5,188	0.12	8.7
PAVEMENT AREA	38,727	0.89	64.6

- * MINIMUM OPEN SPACE REQUIRED IS 30% WITH INCENTIVES LISTED IN LAND DEVELOPMENT CODE SECTION 12.04.03 ALLOWING FOR A REDUCTION TO A MINIMUM OPEN SPACE OF 25%. THE FOLLOWING INCENTIVES WILL BE PROVIDED TO ALLOW FOR THE 5% REDUCTION:
1. DRIP IRRIGATION SHALL BE USED FOR ALL SHRUBS AND GROUND COVER AREAS, WHERE APPROPRIATE, ON THE SUBJECT PROPERTY (2%).
 2. 90% OF PLANT SPECIES ON SITE SHALL BE NATIVE TO NORTHWEST FLORIDA IN ALL LANDSCAPE AREAS ON THE SUBJECT PROPERTY (3%).

* 215 SF OF THE TOTAL OPEN SPACE AREA PROVIDED TO COMPENSATE FOR THE COMPACT SIZE SPACES PROPOSED ON PLANS

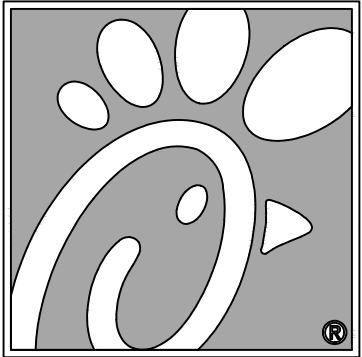
BUILDING SETBACKS		
SETBACKS	REQUIRED	PROVIDED
FRONT (SOUTH)	16' (MIN) - 26' (MAX)	16'
REAR (NORTH)	0'	130.1'
SIDE (EAST)	0'	117.9'
SIDE (WEST)	0'	38.8'

SITE NOTES

- | | | |
|---|--|---|
| 1 CONST. DIRECTIONAL ARROW (TYP.) | 14 CONST. CONCRETE TRANSFORMER PAD | 34 CONST. CONCRETE SIDEWALK PER FDOT STANDARD PLANS INDEX 522-001 |
| 2 CONST. DRIVE-THRU GRAPHICS | 15 CONST. STORAGE SHED | 35 CONST. DETECTABLE WARNING |
| 3 CONST. STOP LINE GRAPHIC PER FDOT STANDARD PLANS INDEX 711-001 | 16 CONST. REFUSE ENCLOSURE | 36 CONST. TYPE F CURB PER FDOT STANDARD PLANS INDEX 520-001 |
| 4 CONST. HANDICAP STALL WITH PAINTED ACCESSIBILITY SYMBOL PER FDOT STANDARD PLANS INDEX 711-001 | 17 CONST. CONCRETE BOLLARD | 37 CONST. DROP CURB PER FDOT STANDARD PLANS INDEX 520-001 |
| 5 CONST. STANDARD PARKING STALL | 18 CONST. ASPHALT PAVEMENT | 38 CONST. 6" THICK CONCRETE DRIVEWAY APRON PER FDOT STANDARD PLANS INDEX 330-001 |
| 6 DIRECTIONAL SIGNAGE (REFER TO SIGN PACKAGE FOR MORE DETAILS) | 19 CONST. PAVEMENT EDGE | 39 CONST. SPECIAL EMPHASIS CROSSWALK WITH 12" SOLID WHITE BORDER AND 24" SOLID WHITE LADDER PER FDOT STANDARD PLANS INDEX 711-001 |
| 6A STOP SIGN (R1-1) PER FDOT STANDARD PLANS INDEX 700-010 | 20 CONST. CONCRETE APRON AT REFUSE ENCLOSURE | 40 CONST. 6" DOUBLE SOLID LINE PER FDOT STANDARD PLANS INDEX 711-001 |
| 6B BOLLARD MOUNTED HANDICAP SIGN PER FDOT STANDARD PLANS INDEX 700-102, FTP-20-06 AND FTP-22-06 | 21 CONST. CONCRETE PAVING DRIVE-THRU LANE | 41 CONST. CURB RAMP CR-G PER FDOT STANDARD PLANS INDEX 522-002 |
| 6C BOLLARD MOUNTED CURBSIDE DELIVERY | 22 CONST. 50' FLAG POLE (SEE SIGN PACKAGE) | 42 CONST. LIGHT FEATURE (SEE PHOTOMETRIC PLAN) |
| 6D NO LEFT TURN SIGN (NOT USED) | 23 CONST. PYLON SIGN (SEE SIGN PACKAGE) | 43 CONST. TYPE 5 CURB INLET |
| 6E ONE WAY SIGN (NOT USED) | 24 MEAL ORDER DELIVERY CANOPY | 44 CONST. D CURB |
| 6F RIGHT TURN ONLY | 25 CONST. TIER 3 ORDER CANOPY | 45 15X30' VISIBILITY TRIANGLE |
| 6G PEDESTRIANS CROSSING | 26 CONST. TYPE 9 CURB INLET | 46 CONST. TYPE H CONTROL STRUCTURE |
| 6H CIRCLE BUILDING FOR DRIVE THRU (NOT USED) | 27 CONST. TYPE C INLET | 47 CONST. BENCH |
| 6I DO NOT ENTER SIGN (R5-1) | 28 CONST. CLEARANCE BAR | 48 CONST. TRASH RECEPTACLE |
| 6J LANES MERGE SIGN (NOT USED) | 29 CONST. SOLID 4" YELLOW STRIPING | 49 FDOT SIGHT TRIANGLE |
| 7 CONST. 6' SIDEWALK RAMP @ 1:12 SLOPE | 30 CONST. SOLID 4" YELLOW STRIPING ON ENDS W/ 4" WIDE STRIPES @ 3' O.C., YELLOW REFLECTIVE PAINT WITH ANTI-SLIP ADHESIVE | 50 CONST. COMPACT PARKING SPACE WITH "COMPACT" PAVEMENT MARKING |
| 8 CONST. SIDEWALK ACCESSIBLE RAMP | 31 CONST. SOLID 4" YELLOW STRIPING ON ENDS W/ 4" WIDE STRIPES @ 3' O.C., YELLOW REFLECTIVE PAINT | 51 CONST. 20' SIDEWALK RAMP @ 8.0% SLOPE WITH PIPE GUARDRAIL PER FDOT STANDARD PLANS INDEX 515-070 |
| 9 CONST. BICYCLE RACK WITH BICYCLE PARKING SIGN PER MUTCD SPECIFICATIONS | 32 CONNECT TO EXISTING CURB/GUTTER | 52 RELOCATE EXISTING GUY WIRE ANCHOR |
| 10 CONST. TYPICAL CONCRETE SIDEWALK | 33 CONNECT TO EXISTING EDGE OF PAVEMENT | 53 CONST. LIGHT POLE (SEE PHOTOMETRICS PLAN FOR SPECIFICATIONS) |
| 11 CONST. SIDEWALK W/ CURB AND GUTTER | | 54 CONST. RETAINING WALL PER FDOT STANDARD PLANS INDEX 400-010 (REFER TO SHEET C-3.0 FOR BOTTOM AND TOP OF WALL ELEVATIONS) |
| 12 CONST. DRIVE-THRU | | |
| 13 CONST. CURB AND GUTTER | | |

FDOT GENERAL NOTES

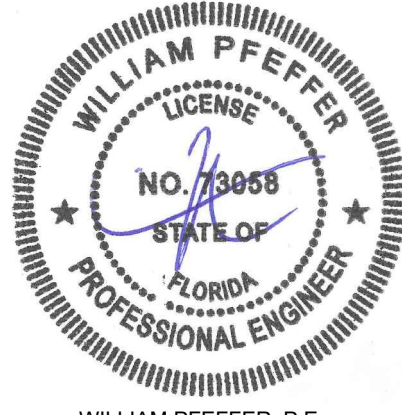
1. ALL WORK IN THE RIGHT-OF-WAY SHALL BE DONE IN ACCORDANCE WITH THE FY 2020/2021 FDOT STANDARDS PLANS FOR ROADWAY CONSTRUCTION, THE 2021 FDOT STANDARD SPECIFICATIONS FOR ROAD & BRIDGE CONSTRUCTION, 2021 FLORIDA DESIGN MANUAL, 2016 FLORIDA GREEN BOOK, AND THE 2016 MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MUTCD).
2. 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 PERMIT'S MANAGER.
3. 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.
4. 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.
5. 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.
6. SOD AREAS WITHIN 32' OF EDGE OF PAVEMENT AND 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 STANDARDS SPECIFICATIONS FOR ROAD & BRIDGE CONSTRUCTION.
7. ALL STRIPING WITHIN FDOT RIGHT-OF-WAY SHALL BE THERMOPLASTIC AND ADHERE TO FDOT STANDARD PLAN INDEX 711-001 AND SECTION 711 OF THE FDOT STANDARD SPECIFICATION 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 MANUFACTURERS RECOMMENDATIONS FOR SURFACE PREPARATION FOR THERMOPLASTIC ON CONCRETE. PROVIDE TEMPORARY PAVEMENT MARKINGS DURING THE INTERIM PERIOD PRIOR TO OPENING THE ROAD TO TRAFFIC.
8. 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.
9. IT IS THE CONTRACTOR'S RESPONSIBILITY TO PLACE SIDE DRAINPIPES AT PROPER ELEVATIONS TO MATCH FLOWLINE OF THE DRAINAGE DITCH (NOT SEDIMENT BUILDUP) TO ENSURE POSITIVE STORM FLOW.



5200 Buffington Rd.
Atlanta Georgia,
30349-2998



Seal



WILLIAM PFEFFER, P.E.
LICENSE NO. 73058
11/1/2021

CHICK-FIL-A
DESTIN RELOCATION
1021 HIGHWAY 98
DESTIN, FL 32541

FSU# 4796

REVISION SCHEDULE		DESCRIPTION
NO.	DATE	

CURRENT DESIGN	2017-029
NOTE APPLIED	
PROJECT #	010014-01-126
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SHEET
SITE PLAN

SHEET NUMBER

C-2.0
(4 of 23)

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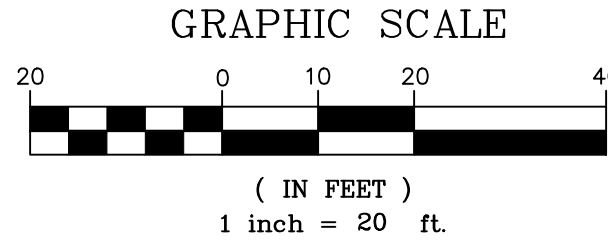
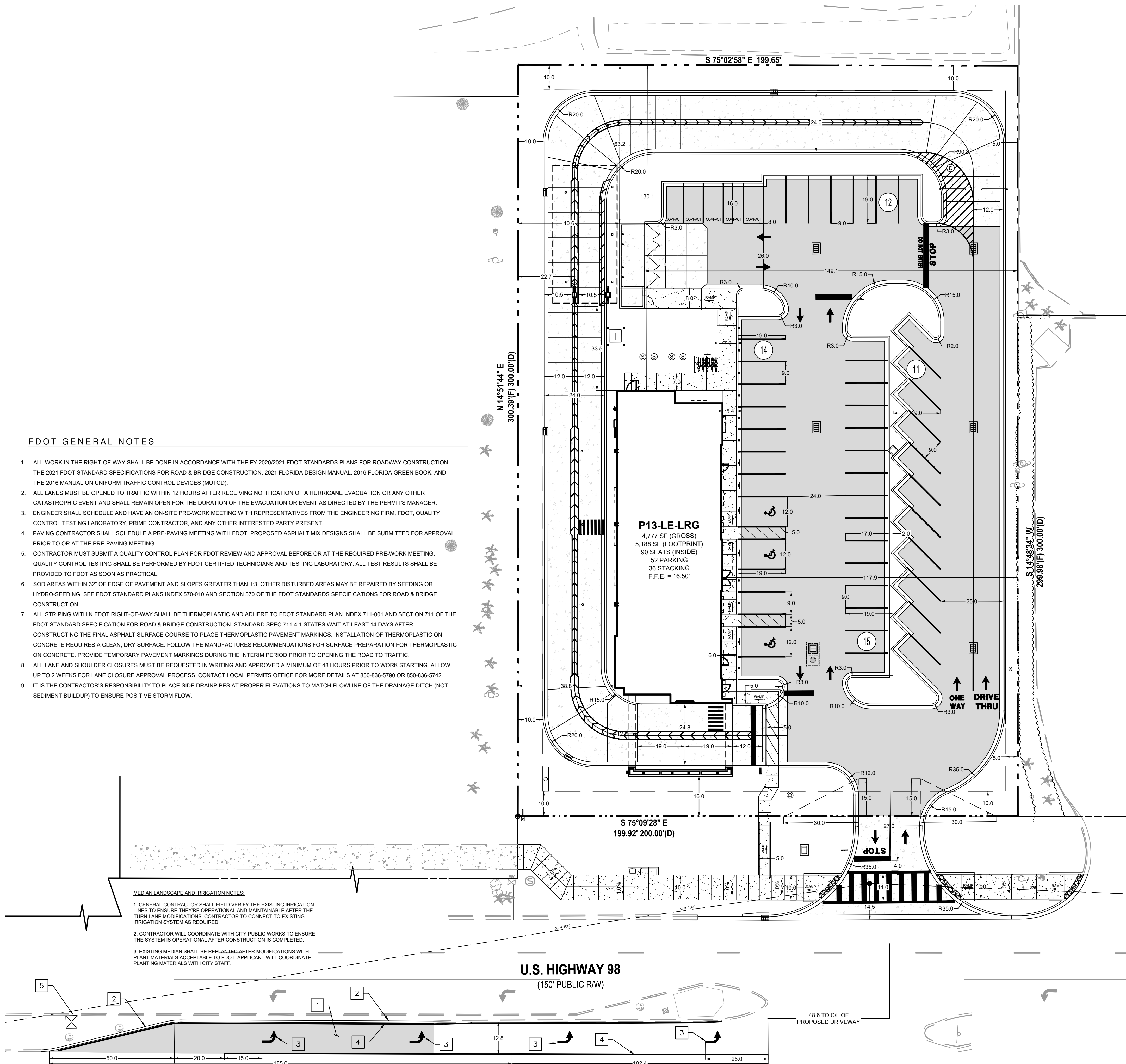
FDOT GENERAL NOTES

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MEDIAN LANDSCAPE AND IRRIGATION NOTES:

- GENERAL CONTRACTOR SHALL FIELD VERIFY THE EXISTING IRRIGATION LINES TO ENSURE THEY'RE OPERATIONAL AND MAINTAINABLE AFTER THE TURN LANE MODIFICATIONS. CONTRACTOR TO CONNECT TO EXISTING IRRIGATION SYSTEM AS REQUIRED.
- CONTRACTOR WILL COORDINATE WITH CITY PUBLIC WORKS TO ENSURE THE SYSTEM IS OPERATIONAL AFTER CONSTRUCTION IS COMPLETED.
- EXISTING MEDIAN SHALL BE REPLANTED AFTER MODIFICATIONS WITH PLANT MATERIALS ACCEPTABLE TO FDOT. APPLICANT WILL COORDINATE PLANTING MATERIALS WITH CITY STAFF.

U.S. HIGHWAY 98 (150' PUBLIC RW)



LEGEND

PROP. ASPHALT DRIVE	EX. CONCRETE SIDEWALK
PROP. CONC. SIDEWALK	EX. CONCRETE D CURB
PROP. CONC. PAVEMENT	EX. CONCRETE F CURB
PROP. TYPE "F" CURB	EX. POWER POLE
PROP. CLEARANCE BAR	EX. LIGHT POLE
PROP. PARKING STRIPE	EX. GUY WIRE
PROP. HANDICAP MARKING	EX. EDGE OF PAVEMENT
PROP. SITE SIGNAGE	EX. EDGE OF SIDEWALK
PROP. BOLLARD	EX. SIGN
PROP. CURB INLET	EX. STORM INLET
PROP. CATCH BASIN	EX. SANITARY MANHOLE
PROP. TRANSFORMER	EX. TELEPHONE PEDESTAL
PROP. LIGHT POLE	EX. OVERHEAD ELECTRIC

SITE SUMMARY

ZONING	TOWN CENTER MIXED USE (TCMU)
FLU	TOWN CENTER MIXED USE (TCMU)
OVERLAY	TOWN CENTER MIXED USE (TCMU)
USE	RESTAURANT W/ DRIVE THRU
TYPE OF CONSTRUCTION	COMMERCIAL
PARCEL ID	00-2S-22-0000-0013-0040
LOT	
SIZE	198' X 300'
BUILDING	
SIZE	4,777 SF
HEIGHT	32'-11 1/2"
CONSTRUCTION TYPE	TYPE VB
PARKING	
STALL SIZE	9' X 19' "

* 5 SPACES TO BE COMPACT SIZE VEHICLE PARKING SPACES AT 8' X 16'

BUILDING SETBACKS

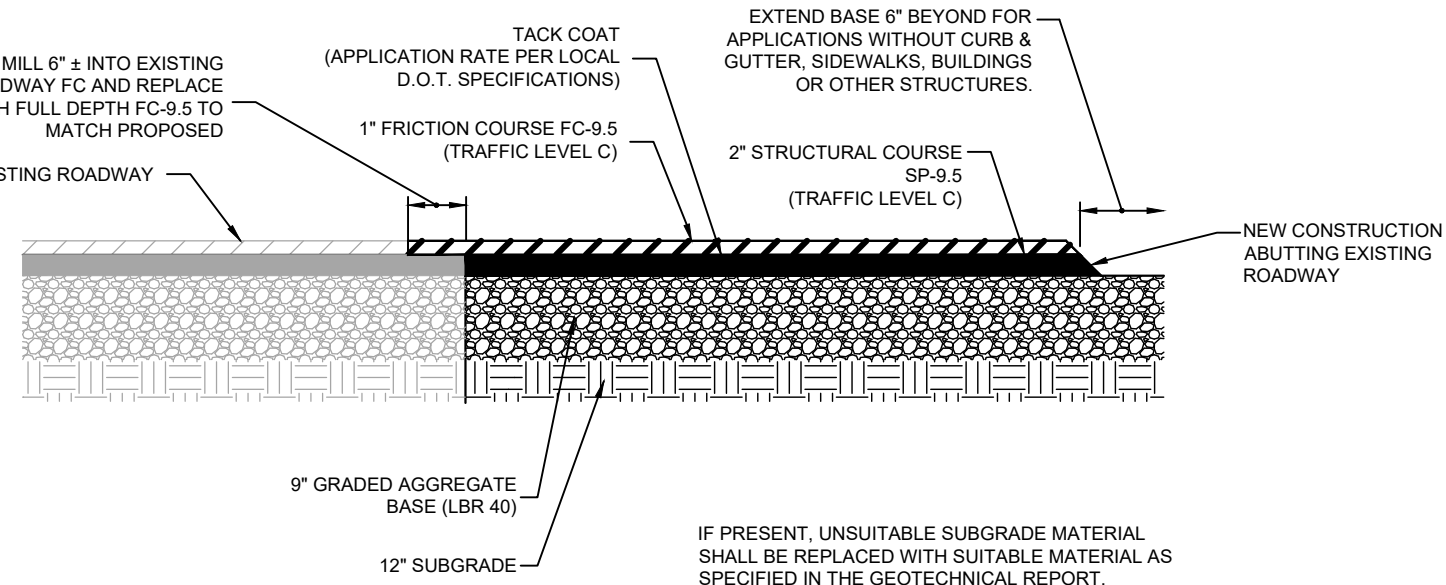
SETBACKS	REQUIRED	PROVIDED
FRONT (SOUTH)	16' (MIN) - 26' (MAX)	16'
REAR (NORTH)	0'	130.1'
SIDE (EAST)	0'	117.9'
SIDE (WEST)	0'	38.8'

LANDSCAPE BUFFERS

SETBACKS	REQUIRED	PROVIDED
FRONT (SOUTH)	10'	10'
REAR (NORTH)	10'	10'
SIDE (EAST)	5'	5'
SIDE (WEST)	10'	10'

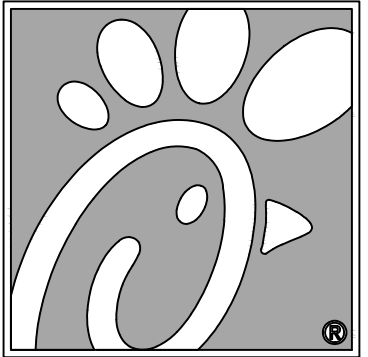
OFF-SITE NOTES

- CONST. PAVEMENT FOR TURN LANE EXTENSION (SEE BELOW DETAIL)
- CONST. TYPE E CURB PER FDOT STANDARD PLANS INDEX 520-001 TO MATCH EXISTING
- CONST. WHITE DIRECTIONAL ARROW (TYP.) PER FDOT INDEX 711-001
- CONST. SOLID 6" WHITE STRIPING PER FDOT INDEX 711-001
- RELOCATE BELOW GROUND VAULT



PAVEMENT SECTION & PAVEMENT TIE-IN WITHIN FDOT ROW

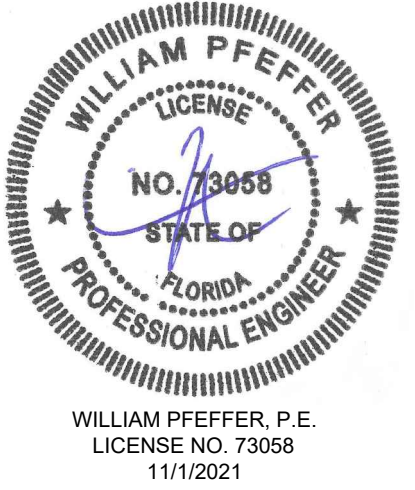
- NOTE:
- GENERAL CONTRACTOR SHALL REFERENCE SITE SPECIFIC GEOTECHNICAL REPORT FOR PAVEMENT, AGGREGATE, AND SUBGRADE SECTION REQUIREMENTS.
 - MILL 6" INTO EXISTING ROADWAY PAVEMENT TO INCLUDE REMOVAL OF WHITE EDGE LINE. REPLACE MILLED PAVEMENT WITH THE NEW FULL DEPTH FRICTION COURSE TO PREVENT STACKING OF ASPHALT JOINTS AT THE ROADWAY TIE-IN AREA.



5200 Buffington Rd.
Atlanta Georgia,
30349-2998



Seal



CHICK-FIL-A
DESTIN RELOCATION
1021 HIGHWAY 98
DESTIN, FL 32541

FSU# 4796

REVISION SCHEDULE		DESCRIPTION
NO.	DATE	

FOR PERMIT

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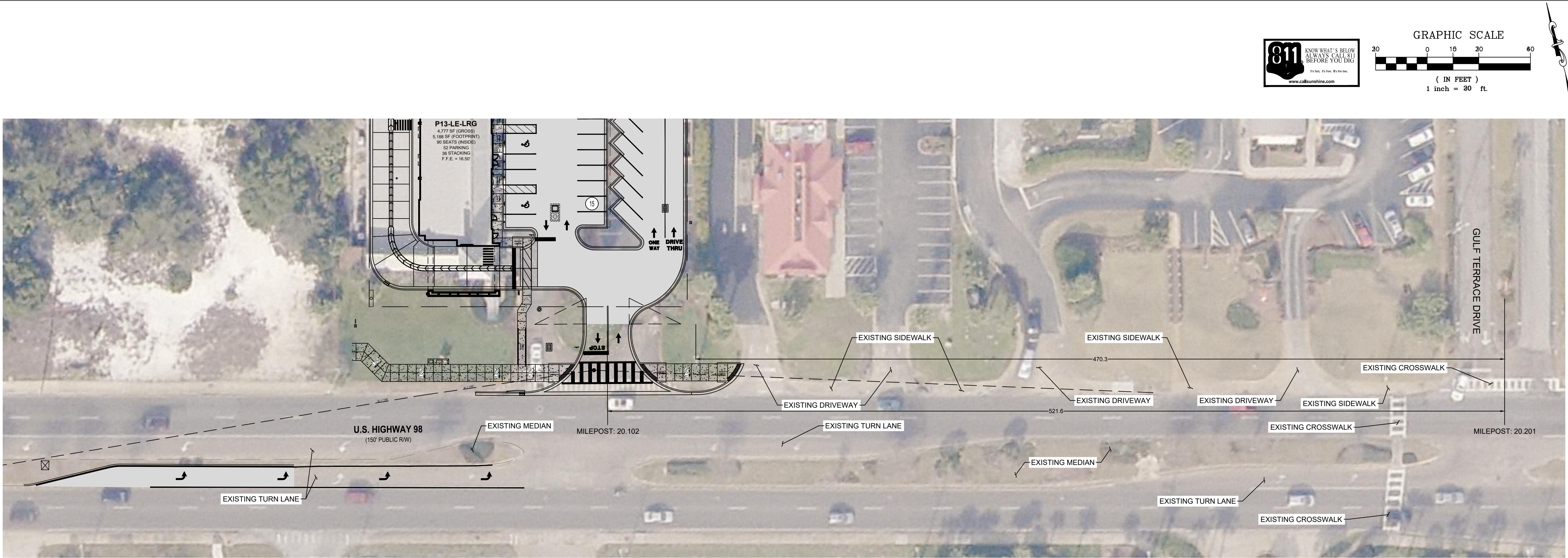
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SHEET
OFFSITE IMPROVEMENTS
PLAN

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C-2.1
(5 of 23)

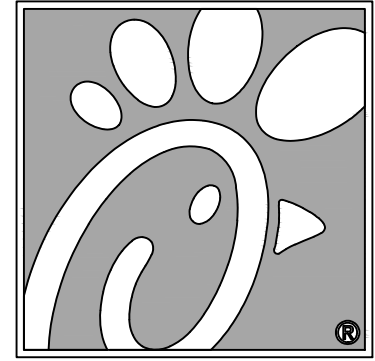
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RIGHT-OF-WAY FEATURES EAST OF PROPOSED CHICK-FIL-A



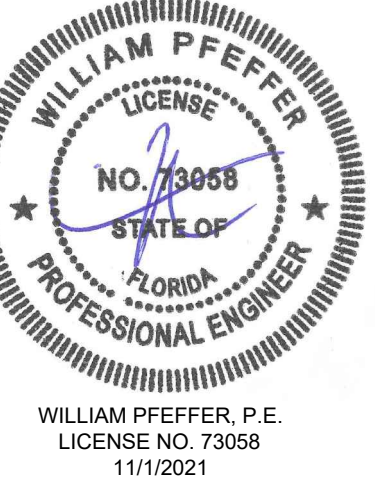
RIGHT-OF-WAY FEATURES WEST OF PROPOSED CHICK-FIL-A



5200 Buffington Rd.
Atlanta Georgia,
30349-2998

Bowman
CONSULTING
Certificate of Authorization License No. 30482
910 SE 17th St, Suite 300
Fort Lauderdale, FL 33316
Phone: (954) 314-8466
www.bowmanconsulting.com
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CHICK-FIL-A
DESTIN RELOCATION
1021 HIGHWAY 98
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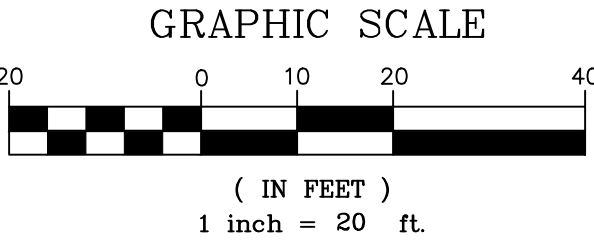
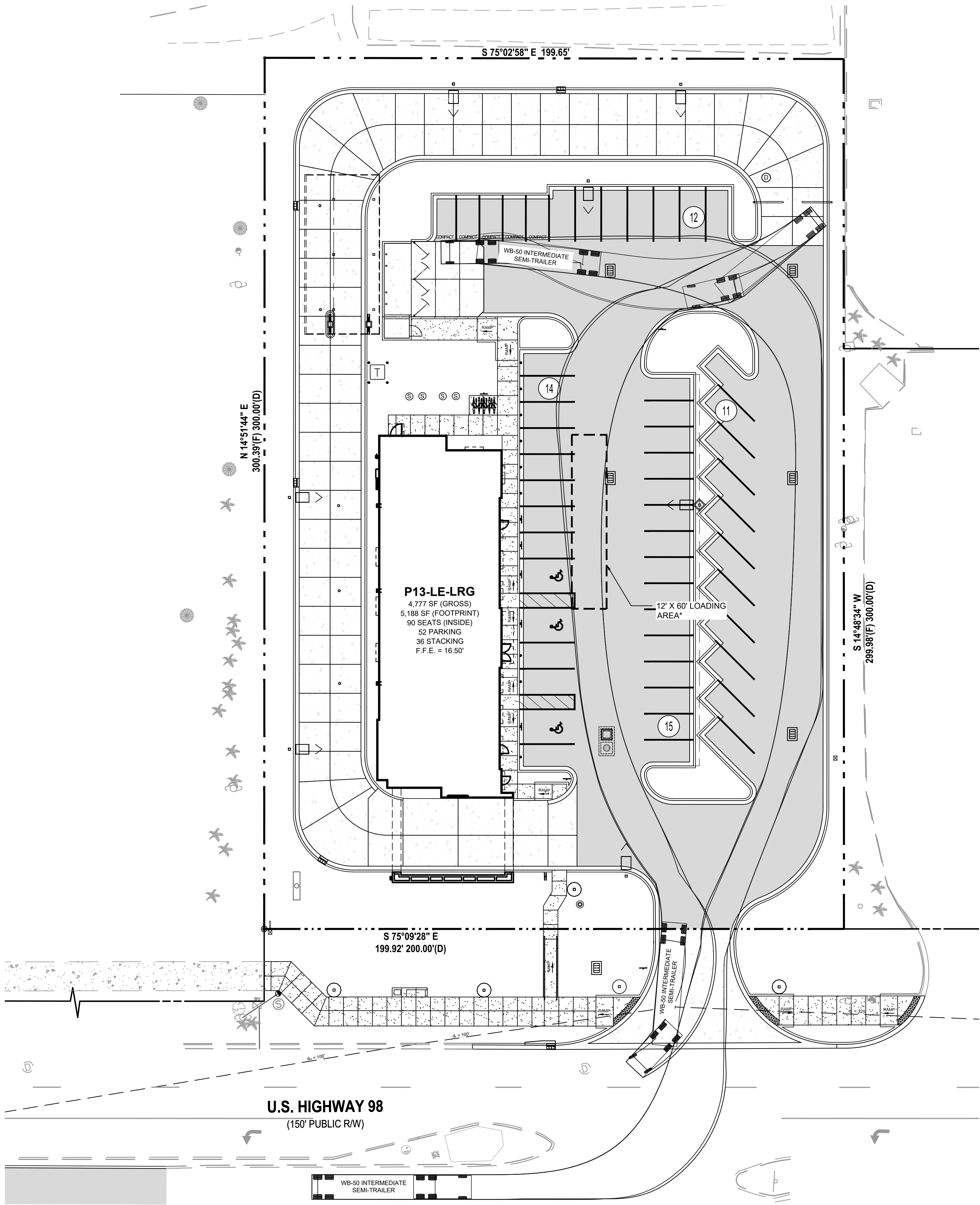
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SHEET
US-98 MILEPOST EXHIBIT

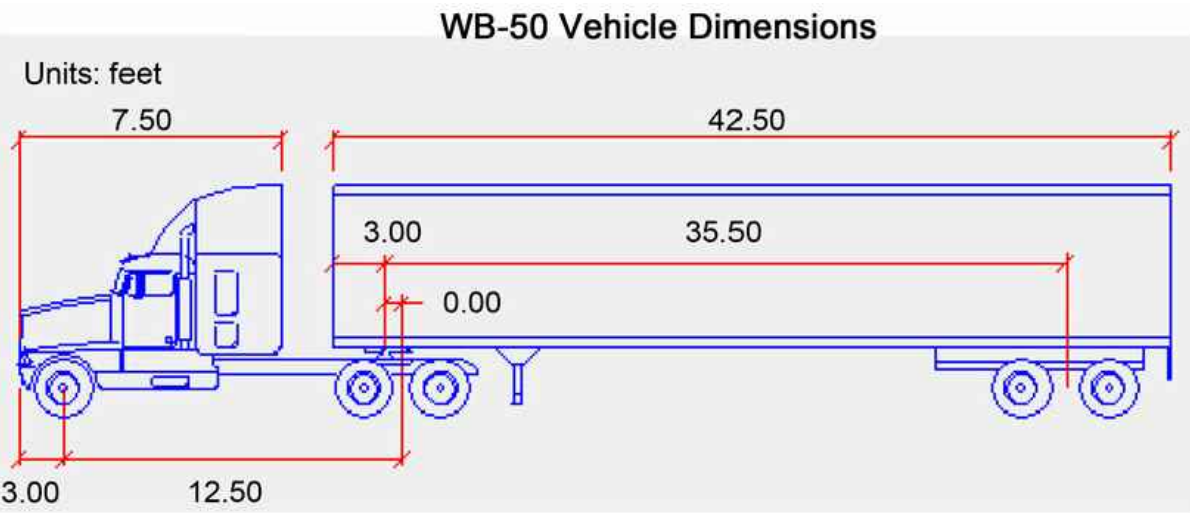
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C-2.2
(6 of 23)

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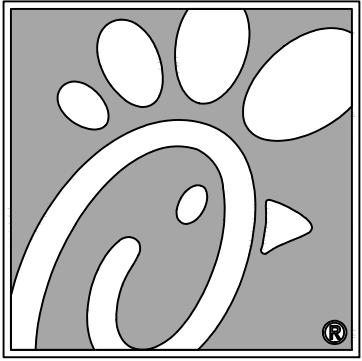


LEGEND	
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PROP. CONC. SIDEWALK	EX. CONCRETE D CURB
PROP. CONC. PAVEMENT	EX. CONCRETE F CURB
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PROP. CLEARANCE BAR	EX. LIGHT POLE
PROP. PARKING STRIPE	EX. GUY WIRE
PROP. HANDICAP MARKING	EX. EDGE OF PAVEMENT
PROP. SITE SIGNAGE	EX. EDGE OF SIDEWALK
PROP. BOLLARD	EX. SIGN
PROP. CURB INLET	EX. STORM INLET
PROP. CATCH BASIN	EX. SANITARY MANHOLE
PROP. MAN HOLE	EX. TELEPHONE PEDESTAL
PROP. TRANSFORMER	EX. OVERHEAD ELECTRIC
PROP. LIGHT POLE	



NOTE:

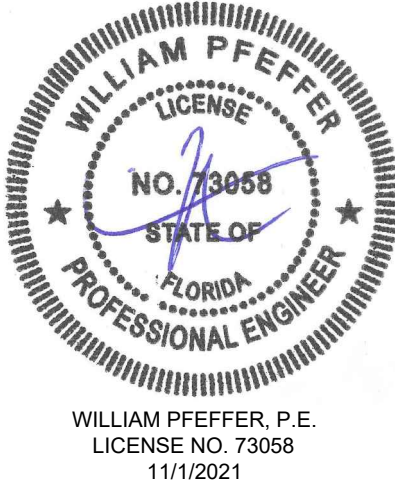
* CHICK-FIL-A SERVICE HOURS OF OPERATIONS ARE BETWEEN 6:30AM AND 10:00PM. THE RESTAURANT DOES KEY DROP DELIVERIES RECEIVING FOOD DELIVERY FROM DISTRIBUTORS BETWEEN 10:00PM AND 6:30AM, OUTSIDE OF BUSINESS HOURS WHEN THERE ARE NO CUSTOMERS PRESENT ON SITE.



5200 Buffington Rd.
Atlanta Georgia,
30349-2998



Seal



CHICK-FIL-A
DESTIN RELOCATION
1021 HIGHWAY 98
DESTIN, FL 32541

FSU# 4796

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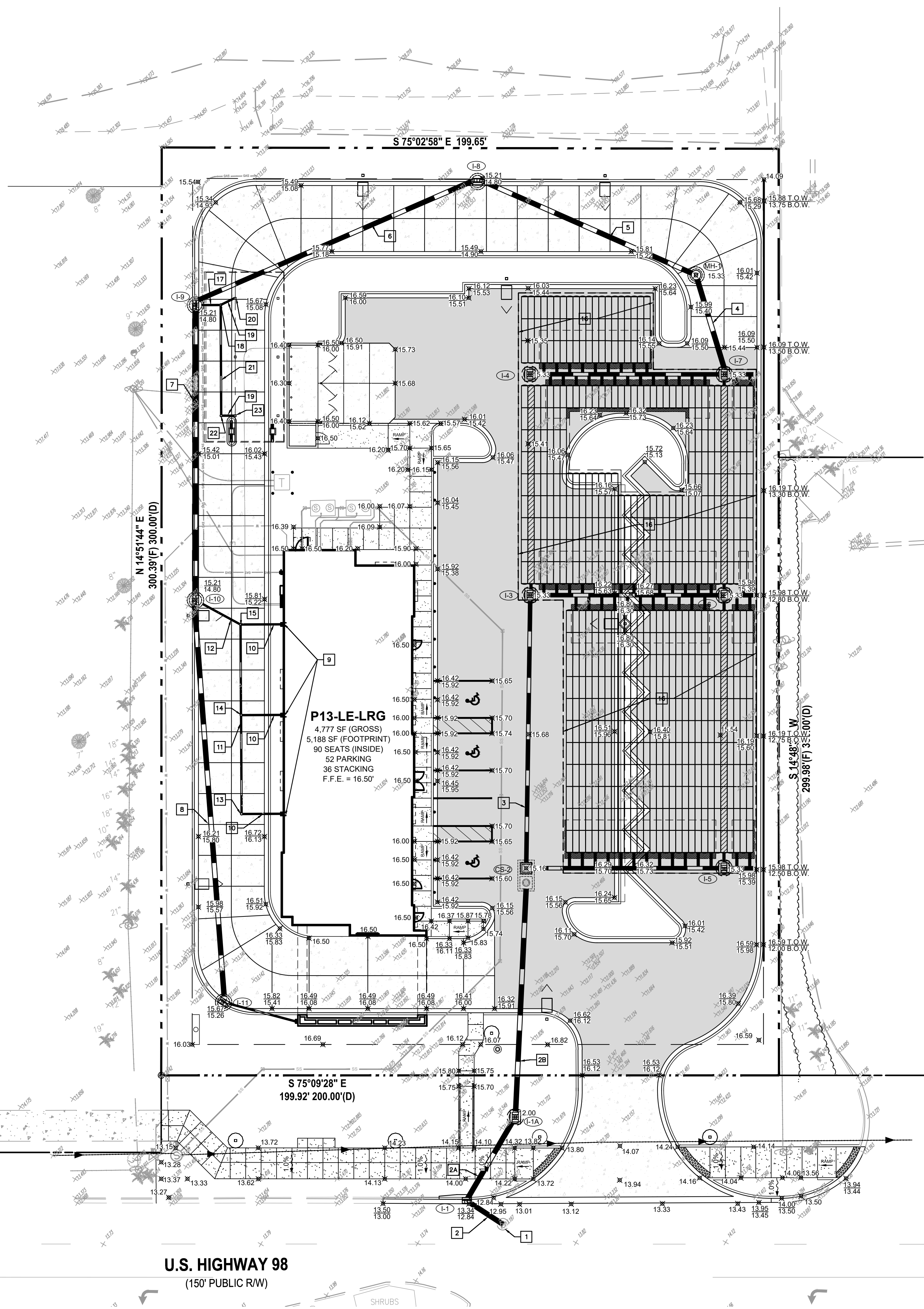
SHEET
DELIVERY TRUCK EXHIBIT

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PROP. BOLLARD	EX. SIGN
PROP. CURB INLET	EX. STORM INLET
PROP. CATCH BASIN	EX. STORM SEWER
PROP. STORM SEWER	EX. SANITARY MANHOLE
PROP. CURB GRADE	EX. SANITARY SEWER
PROP. SPOT GRADE	EX. WATER VALVE
PROP. SANITARY SEWER	EX. WATER MAIN
PROP. POTABLE WATER	EX. TELEPHONE PEDESTAL
PROP. WATER SERVICE	EX. OVERHEAD ELECTRIC
PROP. GAS SERVICE	EX. GAS SERVICE
PROP. ELECTRIC SERVICE	EX. GAS VALVE
PROP. TELEPHONE SERVICE	
PROP. BACKFLOW PREVENTER	
PROP. WATER METER	
PROP. WATER VALVE	
PROP. SANITARY CLEANOUT	
PROP. GREASE TRAP	
PROP. TRANSFORMER	
PROP. LIGHT POLE	

DRAINAGE STRUCTURE TABLE													
STRC. NUMBER	BOTTOM	STRC. TYPE	TOP TYPE	RIM	N INV.	S INV.	E INV.	W INV.	NE INV.	NW INV.	SE INV.	SW INV.	REMARKS
I-1	4' DIA. TYPE P	TYPE 5 INLET	12.84	-----	-----	-----	-----	8.84	-----	8.74	-----	-----	4' DIA. TYPE P BOTTOM W/ TYPE 5 TOP
I-1A	4' DIA. TYPE P	TYPE "C" INLET	12.00	-----	-----	-----	-----	9.02	-----	-----	-----	8.89	4' DIA. TYPE P BOTTOM W/ TYPE C TOP
CS-2	SEE SHEET C-5.1 FOR DETAILS		15.16	9.18	-----	9.18	-----	-----	-----	-----	9.08	-----	SEE SHEET C-5.1 FOR DETAILS
I-3	4' DIA. TYPE P	TYPE "C" INLET	15.33	9.45	9.35	9.45	-----	-----	-----	-----	-----	-----	4' DIA. TYPE P BOTTOM W/ TYPE C TOP
I-4	4' DIA. TYPE P	TYPE "C" INLET	15.33	-----	-----	9.45	-----	-----	-----	-----	-----	-----	4' DIA. TYPE P BOTTOM W/ TYPE C TOP
I-5	4' DIA. TYPE P	TYPE "C" INLET	15.33	9.18	-----	9.18	9.18	-----	-----	-----	-----	-----	4' DIA. TYPE P BOTTOM W/ TYPE C TOP
I-6	4' DIA. TYPE P	TYPE "C" INLET	15.33	9.45	9.45	9.45	9.45	-----	-----	-----	-----	-----	4' DIA. TYPE P BOTTOM W/ TYPE C TOP
I-7	4' DIA. TYPE P	TYPE "C" INLET	15.33	-----	-----	9.45	9.45	-----	-----	9.45	-----	-----	4' DIA. TYPE P BOTTOM W/ TYPE C TOP
MH-1	4' DIA. TYPE P	MANHOLE TOP	15.33	-----	-----	-----	-----	-----	9.61	9.51	-----	-----	4' DIA. TYPE P BOTTOM W/ MANHOLE TOP
I-8	4' DIA. TYPE P	TYPE 9 INLET	14.80	-----	-----	-----	-----	-----	-----	-----	9.76	9.86	4' DIA. TYPE P BOTTOM W/ TYPE 9 TOP
I-9	4' DIA. TYPE P	TYPE 9 INLET	14.80	-----	10.16	10.00	-----	10.06	-----	-----	-----	-----	4' DIA. TYPE P BOTTOM W/ TYPE 9 TOP
I-10	4' DIA. TYPE P	TYPE 9 INLET	14.80	10.35	10.45	-----	-----	-----	-----	11.12	-----	-----	4' DIA. TYPE P BOTTOM W/ TYPE 9 TOP
I-11	4' DIA. TYPE P	TYPE 9 INLET	15.26	-----	-----	-----	-----	-----	10.71	-----	-----	-----	4' DIA. TYPE P BOTTOM W/ TYPE 9 TOP

GRADING AND DRAINAGE NOTES

- CORE INTO EXISTING STRUCTURE @ INV. EL. = 8.71'
- CONSTRUCT 19 LF OF 15" HDPE @ 0.2% SLOPE
- CONSTRUCT 27 LF OF 15" HDPE @ 0.2% SLOPE
- CONSTRUCT 72 LF OF 15" HDPE @ 0.2% SLOPE
- CONSTRUCT 88 LF OF 15" HDPE @ 0.2% SLOPE
- CONSTRUCT 33 LF OF 15" HDPE @ 0.2% SLOPE
- CONSTRUCT 77 LF OF 18" HDPE @ 0.2% SLOPE
- CONSTRUCT 100 LF OF 18" HDPE @ 0.2% SLOPE
- CONSTRUCT 95 LF OF 15" HDPE @ 0.2% SLOPE
- CONSTRUCT 130 LF OF 15" HDPE @ 0.2% SLOPE
- CONNECT TO ROOF DOWNSPOUTS @ INV. EL. = 12.00'
- CONSTRUCT 13 LF OF 6" PVC @ 1% MIN. SLOPE
- CONSTRUCT 61 LF OF 6" PVC @ 1% MIN. SLOPE
- CONSTRUCT 14 LF OF 6" PVC @ 1% MIN. SLOPE
- CONSTRUCT STORM CLEANOUT INV. EL. = 11.87'
- CONSTRUCT STORM CLEANOUT INV. EL. = 11.55'
- CONSTRUCT STORM CLEANOUT INV. EL. = 11.26'
- CONSTRUCT UNDERGROUND STORAGE SYSTEM. REFER TO SHEETS C-5.1 AND C-5.2 FOR DETAILS
- CONSTRUCT 8 LF OF 6" PVC @ 15% SLOPE
- CONSTRUCT STORM CLEANOUT INV. EL. = 11.20'
- CONSTRUCT 5 LF OF 6" PVC @ 15% SLOPE
- CONNECT TO CANOPY COLUMN DOWNSPOUT W/ IN. EL. = 11.92'
- CONSTRUCT 36 LF OF 6" PVC @ 1% MIN. SLOPE
- CONSTRUCT STORM CLEANOUT INV. EL. = 11.56'
- CONNECT TO CANOPY COLUMN DOWNSPOUT W/ IN. EL. = 12.30'
- CONSTRUCT RETAINING WALL PER FDOT STANDARD PLANS INDEX 400-010

FLOOD ZONE NOTE

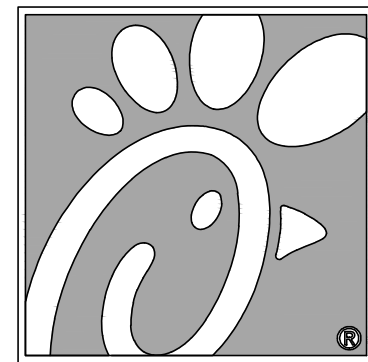
- THE LANDS BOUND BY THIS SURVEY ARE LOCATED WITHIN AN AREA HAVING A FLOOD ZONE DESIGNATION "X" (AREA OF MINIMAL FLOOD HAZARD) BY THE FEDERAL MANAGEMENT AGENCY (FEMA) ON FLOOD INSURANCE RATE MAP NUMBER 12091CD488H. MAP REVISED DECEMBER 6, 2002

DATUM NOTE

- THE ELEVATIONS SHOWN HEREON ARE REFERENCED TO THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD88) AND ARE BASED UPON THE FOLLOWING FLORIDA DEPARTMENT OF NATURAL RESOURCES BENCHMARK "OKAZ", BRASS DISK IN CONCRETE STORM DRAIN. ELEVATION = 23.02' (NAVD 88)
- ELEVATION DATUM CONVERSION NGVD29 - NAVD88 = 0.407'

FDOT NOTES

- PROPOSED CONNECTION FROM ON-SITE STORM DRAINAGE TO FDOT R-O-W STORM DRAINAGE SYSTEM TO BE MADE PRIOR TO REMOVAL OF EXISTING DRAINAGE INFRASTRUCTURE TO PREVENT RUNOFF FROM FLOWING INTO EXISTING TRAVEL LANE.



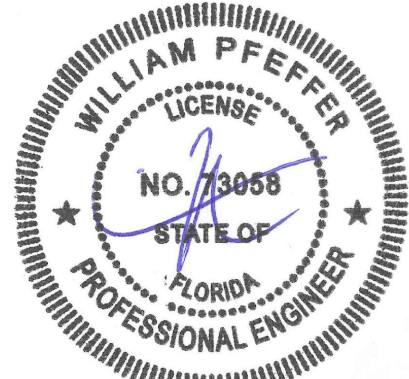
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5200 Buffington Rd.
Atlanta Georgia,
30349-2998

Bowman
CONSULTING

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610 SE 17th St, Suite 200
Fort Lauderdale, FL 33316
Phone: (954) 314-6666
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WILLIAM PFEFFER, P.E.
LICENSE NO. 73058
11/1/2021

CHICK-FIL-A
DESTIN RELOCATION
1021 HIGHWAY 98
DESTIN, FL 32541

FSU# 4796

REVISION SCHEDULE
NO. DATE DESCRIPTION

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CURRENT DESIGN 2017-025
NOTE APPLIED
PROJECT # 010014-01-126
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DRAWN BY RM

SHEET
GRADING AND DRAINAGE
PLAN

SHEET NUMBER

C-3.0
(8 of 23)

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LEGEND	
PROP. ASPHALT DRIVE	EX. CONCRETE SIDEWALK
PROP. CONC. SIDEWALK	EX. CONCRETE D CURB
PROP. CONC. PAVEMENT	EX. CONCRETE F CURB
PROP. TYPE "F" CURB	EX. POWER POLE
PROP. CLEARANCE BAR	EX. LIGHT POLE
PROP. PARKING STRIPE	EX. GUY WIRE
PROP. HANDICAP MARKING	EX. EDGE OF PAVEMENT
PROP. SITE SIGNAGE	EX. EDGE OF SIDEWALK
PROP. BOLLARD	EX. SIGN
PROP. CURB INLET	EX. STORM INLET
PROP. CATCH BASIN	EX. STORM SEWER
PROP. STORM SEWER	EX. SANITARY MANHOLE
PROP. CURB GRADE	EX. SANITARY SEWER
PROP. SPOT GRADE	EX. WATER VALVE
PROP. SANITARY SEWER	EX. WATER MAIN
PROP. POTABLE WATER	EX. TELEPHONE PEDESTAL
PROP. WATER SERVICE	EX. OVERHEAD ELECTRIC
PROP. GAS SERVICE	EX. GAS SERVICE
PROP. ELECTRIC SERVICE	EX. GAS VALVE
PROP. TELEPHONE SERVICE	
PROP. BACKFLOW PREVENTER	
PROP. WATER METER	
PROP. WATER VALVE	
PROP. SANITARY CLEANOUT	
PROP. GREASE TRAP	
PROP. TRANSFORMER	
PROP. LIGHT POLE	

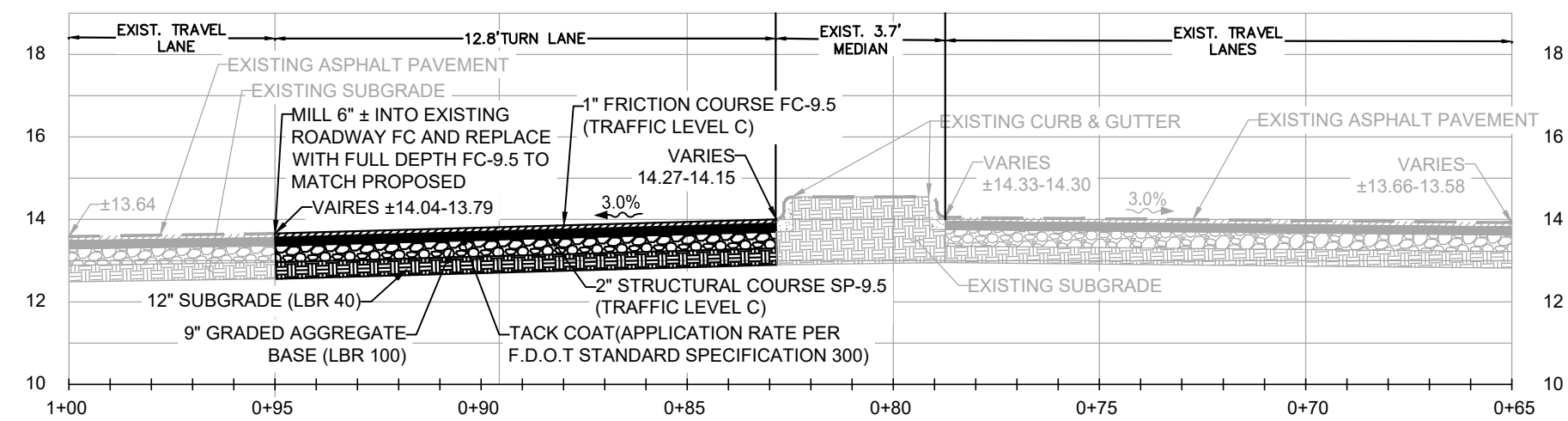
FLOOD ZONE NOTE

- THE LANDS BOUND BY THIS SURVEY ARE LOCATED WITHIN AN AREA HAVING A FLOOD ZONE DESIGNATION "X" (AREA OF MINIMAL FLOOD HAZARD) BY THE FEDERAL NATIONAL MAP (FEMA) ON FLOOD INSURANCE RATE MAP NUMBER 12091CD48H, MAP REVISED DECEMBER 6, 2002

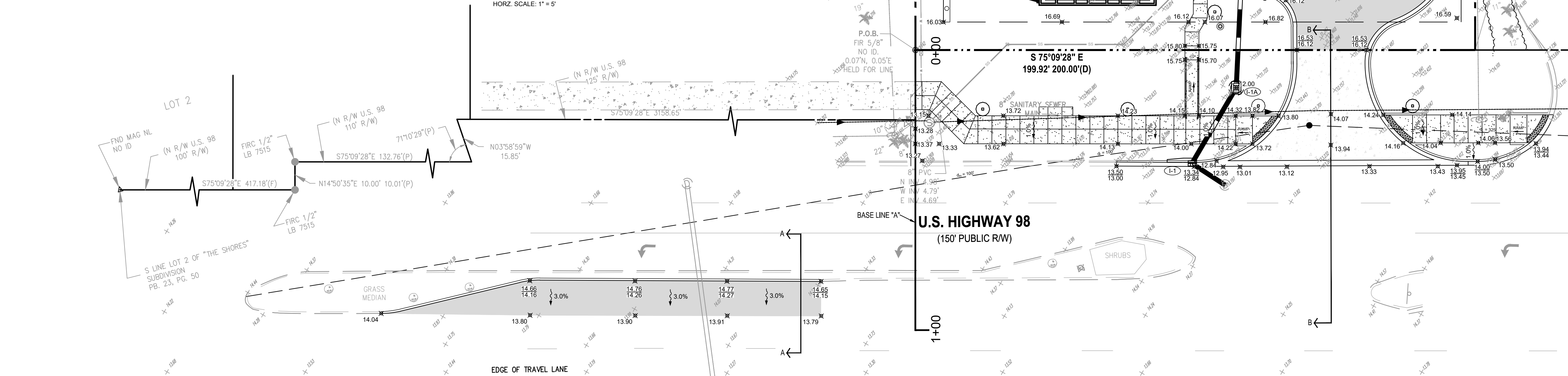
DATUM NOTE

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- ELEVATION DATUM CONVERSION NGVD29 - NAVD88 = +0.407'

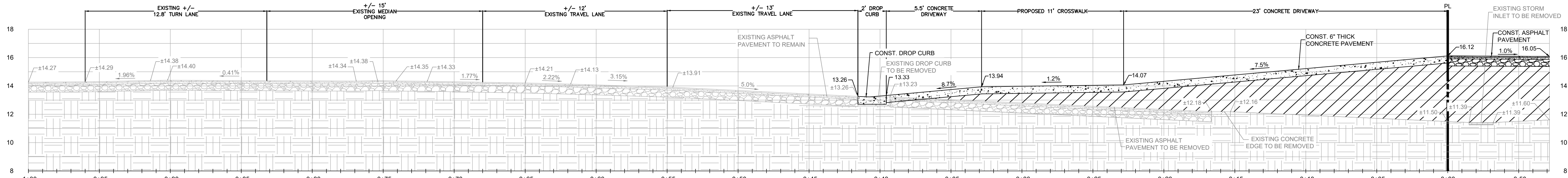
SECTION "A-A"



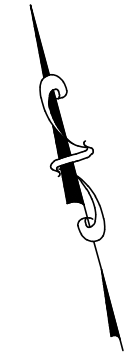
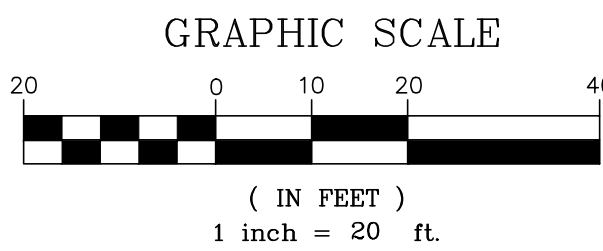
EB LTL EXTENSION SECTION
STATIONING BASED ON SOUTH WEST
CORNER OF PROPERTY LINE
(BASELINE A)
VERT. SCALE: 1" = 5'
HORIZ. SCALE: 1" = 5'



SECTION "B-B"



PROPOSED DRIVEWAY
STATIONING BASED ON SOUTH WEST
CORNER OF PROPERTY LINE
(BASELINE A)
VERT. SCALE: 1" = 5'
HORIZ. SCALE: 1" = 5'



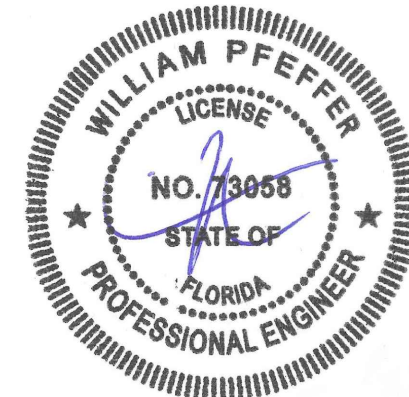
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5200 Buffington Rd.
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610 SE 17th St, Suite 300
Fort Lauderdale, FL 33316
Phone: (954) 314-4468
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DESTIN RELOCATION
1021 HIGHWAY 98
DESTIN, FL 32541

FSU# 4796

REVISION	SCHEDULE	NO.	DATE	DESCRIPTION
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PROJECT #	010014-01-126
PRINTED FOR	PERMIT
DATE	11/1/2021
DRAWN BY	RM

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SHEET
OFFSITE GRADING AND
DRAINAGE PLAN

SHEET NUMBER

C-3.1
(9 of 23)

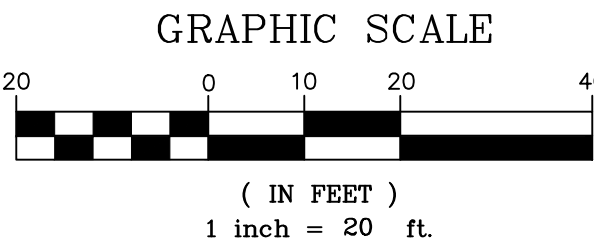
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N RETAIL, LLC
2-0000-0013-019A
8, PG 4226

1 STORY FRAME
COMMERCIAL BUILDING
FFE 13.85'
1021 HWY 98
TAX ID 00-2S-22-0000-0013-0040
O.R. 2007, PG 2396

B-HANDS, LLC
TAX ID
00-2S-22-0000-0024-00
O.R. 3142, PG 3599

MVP INVESTME
TAX ID
00-2S-22-0000-
O.R. 2981, F



LEGEND	
LIMIT OF DISTURBANCE	LOD
PROP. SILT DIKE ON PAVEMENT	---
PROP. SILT FENCE	SF
TEMPORARY PARKING AND STAGING AREAS	XXXXXX
PROPERTY LINE	---
EX. CONCRETE SIDEWALK	---
EX. CONCRETE D CURB	---
EX. CONCRETE F CURB	---
EX. EDGE OF PAVEMENT	---
EX. EDGE OF SIDEWALK	---
EX. INGRESS/EGRESS & UTILITY EASEMENT	---
EX. STORM SEWER	---
EX. SANITARY SEWER	---
EX. WATER MAIN	---
EX. FIBER OPTIC	FO
EX. CATV	CATV
EX. STREET LIGHT ELECTRIC	---
EX. GAS LINE	GAS
EX. TELEPHONE LINE	---
EX. FENCE	X
EX. POWER OVERHEAD LINE	---
EX. STORM INLET	---
EX. STORM MANHOLE	---
EX. SANITARY MANHOLE	---
EX. SANITARY CLEANOUT	---
EX. WATER VALVE	---
EX. GAS VENT	---
EX. WATER METER	---
EX. UTILITY POLE	---
EX. LIGHT POLE	---
EX. ELECTRIC METER	---
EX. TELE SERVICE BOX	---
EX. TELE PED	---
EX. IRRIGATION CONTROL VALVE	---
EX. GUY WIRE	---
EX. SIGN	---
EX. GRADE	---
EX. BACK FLOW PREVENTER	---
EX. A/C UNITS	---

EROSION CONTROL NOTES

- 1 CONST. SILT FENCE
- 2 CONST. INLET FILTER
- 3 CONST. SILT DIKE ON PAVEMENT
- 4 CONST. CURB INLET FILTER
- 5 CONST. TREE BARRIER
- 6 CONST. STABILIZED CONSTRUCTION EXIT
- 7 LIMIT OF DISTURBANCE
- 8 TEMPORARY PARKING AREA
- 9 TEMPORARY STORAGE AREA

GENERAL EROSION CONTROL NOTES

1. CONTRACTOR SHALL IMPLEMENT BEST MANAGEMENT PRACTICES AS REQUIRED AND THAT CONFORM TO FEDERAL, STATE, OR LOCAL REQUIREMENTS. ADDITIONAL BEST MANAGEMENT PRACTICES SHALL BE IMPLEMENTED AS DIRECTED BY PERMITTING AGENCY AND OWNER OR AS DICTATED BY CONDITIONS AT NO ADDITIONAL COST TO OWNER THROUGHOUT ALL PHASES OF CONSTRUCTION.
2. PERMIT(S) FOR ANY CONSTRUCTION ACTIVITY MUST BE MAINTAINED ON SITE AT ALL TIMES.
3. CONTRACTOR SHALL MINIMIZE CLEARING TO THE MAXIMUM EXTENT PRACTICAL OR AS REQUIRED BY THE FDEP GENERIC PERMIT.
4. GENERAL CONTRACTOR SHALL DENOTE ON PLAN THE TEMPORARY PARKING AND STORAGE AREA WHICH SHALL ALSO BE USED AS THE EQUIPMENT MAINTENANCE AND CLEANING AREA, EMPLOYEE PARKING AREA, AND AREA FOR LOCATING PORTABLE FACILITIES, OFFICE TRAILERS, AND TOILET FACILITIES.
5. ALL WASH WATER SHALL BE DETAINED AND PROPERLY TREATED OR DISPOSED.
6. SUFFICIENT OIL AND GREASE ABSORBING MATERIALS AND FLOTATION BOOMS SHALL BE MAINTAINED ON SITE OR READILY AVAILABLE TO CONTAIN AND CLEAN-UP FUEL OR CHEMICAL SPILLS AND LEAKS.
7. DUST ON THE SITE SHALL BE CONTROLLED. THE USE OF MOTOR OILS AND OTHER PETROLEUM BASED OR TOXIC LIQUIDS FOR DUST SUPPRESSION OPERATIONS IS PROHIBITED.
8. RUBBISH, TRASH, GARBAGE, LITTER, OR OTHER SUCH MATERIALS SHALL BE DEPOSITED INTO SEALED CONTAINERS. MATERIALS SHALL BE PREVENTED FROM LEAVING THE PREMISES THROUGH THE ACTION OF WIND OR STORM WATER DISCHARGE INTO DRAINAGE DITCHES OR WATERS OF THE STATE.
9. ALL STORM WATER POLLUTION PREVENTION MEASURES PRESENTED ON THIS PLAN SHALL BE INITIATED AS SOON AS PRACTICABLE.
10. DISTURBED PORTIONS OF THE SITE WHERE CONSTRUCTION ACTIVITY HAS TEMPORARILY STOPPED FOR AT LEAST 7 DAYS, SHALL BE TEMPORARILY SEEDED.
11. DISTURBED PORTIONS OF THE SITE WHERE CONSTRUCTION ACTIVITY HAS PERMANENTLY STOPPED SHALL BE SOODED/LANDSCAPED PER PLANS. THESE AREA SHALL BE SOODED/LANDSCAPED NO LATER THAN 7 DAYS AFTER THE LAST CONSTRUCTION ACTIVITY OCCURRING IN THESE AREAS. REFER TO THE GRADING PLAN AND/OR LANDSCAPE PLAN.
12. IF THE ACTION OF VEHICLES TRAVELING OVER THE CONSTRUCTION ENTRANCES IS NOT SUFFICIENT TO REMOVE THE MAJORITY OF DIRT OR MUD, THEN THE TIRES MUST BE WASHED BEFORE THE VEHICLES ENTER 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 THE SITE.
13. ALL MATERIALS SPILLED, DROPPED, WASHED, OR TRACKED FROM VEHICLES ONTO ROADWAYS OR INTO STORM DRAINS MUST BE REMOVED IMMEDIATELY.
14. CONTRACTORS OR SUBCONTRACTORS WILL BE RESPONSIBLE FOR REMOVING ANY SEDIMENT THAT MAY HAVE COLLECTED IN THE STORM SEWER DRAINAGE SYSTEMS IN CONJUNCTION WITH THE STABILIZATION OF THE SITE.
15. ON-SITE AND OFF-SITE SOIL STOCKPILE AND BORROW AREAS SHALL BE PROTECTED FROM EROSION AND SEDIMENTATION THROUGH IMPLEMENTATION OF BEST MANAGEMENT PRACTICES. STOCKPILE AND BORROW AREA LOCATIONS SHALL BE NOTED ON THE SITE MAP AND PERMITTED IN ACCORDANCE WITH FDEP GENERIC PERMIT REQUIREMENTS.
16. SLOPES SHALL BE LEFT IN A ROUGHENED CONDITION DURING THE GRADING PHASE TO REDUCE RUNOFF VELOCITIES AND EROSION.
17. DUE TO CONSTRUCTION ACTIVITIES DURING THE DEVELOPMENT OF THE PROJECT, THE CONTRACTOR SHALL BE RESPONSIBLE FOR ADJUSTING THE EROSION AND SEDIMENT CONTROL MEASURES TO PREVENT EROSION AND SEDIMENTATION.
18. CONTRACTOR SHALL DESIGNATE/IDENTIFY AREAS INSIDE THE LIMITS OF DISTURBANCE, FOR WASTE DISPOSAL AND DELIVERY AND MATERIAL STORAGE.
19. CONTRACTOR TO LIMIT DISTURBANCE OF SITE IN STRICT ACCORDANCE WITH THE EROSION CONTROL SEQUENCINGS SHOWN ON THIS PLAN, NO UNNECESSARY OR IMPROPERLY SEQUENCED CLEARING AND/OR GRADING SHALL BE PERMITTED.
20. ALL EXISTING SIGNALIZATION EQUIPMENT TO REMAIN IS ASSUMED TO BE IN GOOD WORKING ORDER UNLESS PALM BEACH COUNTY IS NOTIFIED IN WRITING PRIOR TO THE START OF CONSTRUCTION. ANY SUBSEQUENT DAMAGE TO THE SIGNAL EQUIPMENT SHALL BE REPAIRED BY THE CONTRACTOR AT THE CONTRACTOR'S EXPENSE.
21. THE CONTRACTOR SHALL ENSURE THAT A FOREMAN OR SUPERVISOR WHO HAS BEEN CERTIFIED UNDER FLORIDA STORMWATER, EROSION AND SEDIMENTATION CONTROL INSPECTOR TRAINING PROGRAM IS AVAILABLE IN PERSON OR BY PHONE AT ALL TIMES DURING THE CONSTRUCTION ACTIVITIES. (ONCE CONTRACTOR IS SELECTED, A QUALIFIED FOREMAN/SUPERVISOR WILL BE DESIGNATED AND AVAILABLE AT THE PRE-CONSTRUCTION MEETING)
22. ADDITIONAL SEDIMENT AND EROSION CONTROL MEASURES MAY BE REQUIRED, DURING ANY PHASE OF DEVELOPMENT, AT THE DISCRETION OF THE COUNTY'S INSPECTOR.

CONSTRUCTION SEQUENCE

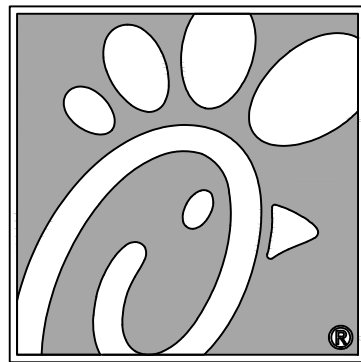
1. CONDUCT PRE-CONSTRUCTION MEETING WITH THE COUNTY TO DISCUSS EROSION AND SEDIMENT CONTROLS AND CONSTRUCTION PHASING.
2. INSTALL AND POST SWPPP AND SITE COMPLIANCE SIGNAGE PUBLICLY VISIBLE.
3. INSTALL INLET PROTECTION, SILT DIKES, AND SILT FENCE ON THE SITE AS SHOWN.
4. INSTALL CONSTRUCTION FENCES AND TEMPORARY TRAFFIC AND PEDESTRIAN CONTROL DEVICES.
5. PREPARE TEMPORARY PARKING AND STORAGE AREAS.
6. DEMO EXISTING STRUCTURES, PAVEMENT, AND SPECIFIED UTILITIES.
7. BEGIN GRADING THE SITE.
8. BEGIN CONSTRUCTION OF UTILITIES.
9. BEGIN SUBGRADE PREPARATION AND CONSTRUCTION OF STRUCTURES.
10. BEGIN INSTALLATION OF CURB, GUTTER, AND PAVING.
11. COMPLETE PERMANENT STABILIZATION ON AREAS WHERE CONSTRUCTION HAS BEEN COMPLETED.
12. COMPLETE FINAL GRADING AND INSTALLATION OF PERMANENT STABILIZATION OVER ALL AREAS.
13. OBTAIN CONCURRENCE FROM THE OWNER AND THE COUNTY THAT THE SITE HAS BEEN FULLY STABILIZED.
14. REMOVE ALL REMAINING TEMPORARY EROSION AND SEDIMENT CONTROL DEVICES.
15. STABILIZE ALL AREAS DISTURBED BY BMP REMOVAL.

CONTRACTOR MAY COMPLETE CONSTRUCTION RELATED ACTIVITIES CONCURRENTLY ONLY IF ALL PRECEDING BMPS HAVE BEEN COMPLETELY INSTALLED.

THE ACTUAL SCHEDULE FOR IMPLEMENTING POLLUTANT CONTROL MEASURES WILL BE DETERMINED BY THE PROJECT CONSTRUCTION PROGRESS AND RECORDED BY THE GENERAL CONTRACTOR ON THESE PLANS.

BMP MAINTENANCE NOTES

- ALL MEASURES STATED ON THESE PLANS SHALL BE MAINTAINED IN FULLY FUNCTIONAL CONDITION UNTIL NO LONGER REQUIRED FOR COMPLETED PHASE OF WORK OR FINAL STABILIZATION OF THE SITE. SEDIMENTATION CONTROL MEASURES SHALL BE CHECKED BY A QUALIFIED PERSON IN ACCORDANCE WITH THE CONSTRUCTION FDEP GENERIC PERMIT, AND REPAIRED IN ACCORDANCE WITH THE FOLLOWING:
1. INLET PROTECTION DEVICES AND BARRIERS SHALL BE REPAIRED OR REPLACED IF THEY SHOW SIGNS OF DETERIORATION.
 2. ALL SEEDED/SOODED AREAS SHALL BE CHECKED REGULARLY TO SEE THAT A GOOD STAND OF GRASS IS MAINTAINED. AREAS SHALL BE FERTILIZED, WATERED AND REPAIRED AS NEEDED.
 3. SILT FENCES SHALL BE REPAIRED TO THEIR ORIGINAL CONDITIONS IF DAMAGED. SEDIMENT SHALL BE REMOVED FROM THE SILT FENCE WHEN IT REACHES ONE-HALF THE HEIGHT OF THE FENCE.
 4. THE CONSTRUCTION EXIT SHALL BE MAINTAINED IN A CONDITION WHICH WILL PREVENT TRACKING OR FLOW OF SEDIMENT FROM THE SITE. THIS MAY REQUIRE PERIODIC TOP DRESSING OF THE EXIT AS CONDITIONS DEMAND.
 5. THE TEMPORARY PARKING AND STORAGE AREA SHALL BE KEPT IN A GOOD CONDITION. THIS MAY REQUIRE PERIODIC TOP DRESSING OF THE AREA AS CONDITIONS DEMAND.
 6. PRIOR TO LEAVING THE SITE, ALL VEHICLES SHALL BE CLEANED OF DEBRIS. ANY DEBRIS AND/OR SEDIMENT LEAVING THE SITE SHALL BE CLEANED IMMEDIATELY.
 7. ALL INLETS AND STORM DRAINS SHALL BE KEPT CLEAN OF DEBRIS AND SEDIMENT. ANY DEBRIS AND/OR SEDIMENT THAT ENTERS ANY INLET OR STORM DRAIN SHALL BE CLEANED IMMEDIATELY. FLUSHING SHALL NOT BE USED TO CLEAN DEBRIS AND/OR SEDIMENT FROM STORM DRAINS.

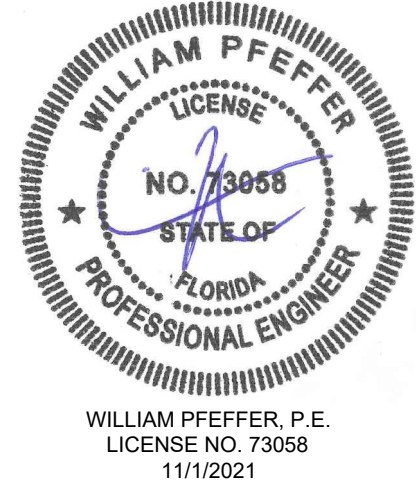


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5200 Buffington Rd.
Atlanta Georgia,
30349-2998

Bowman
CONSULTING
Certificate of Authorization License No. 30482
910 SE 17th St, Suite 300
Fort Lauderdale, FL 33316
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11/1/2021

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DESTIN RELOCATION
1021 HIGHWAY 98
DESTIN, FL 32541

FSU# 4796

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NO. DATE DESCRIPTION

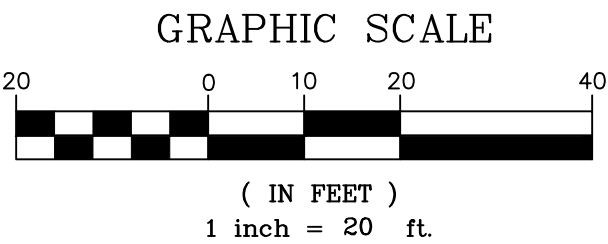
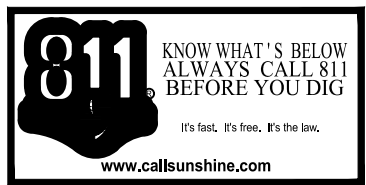
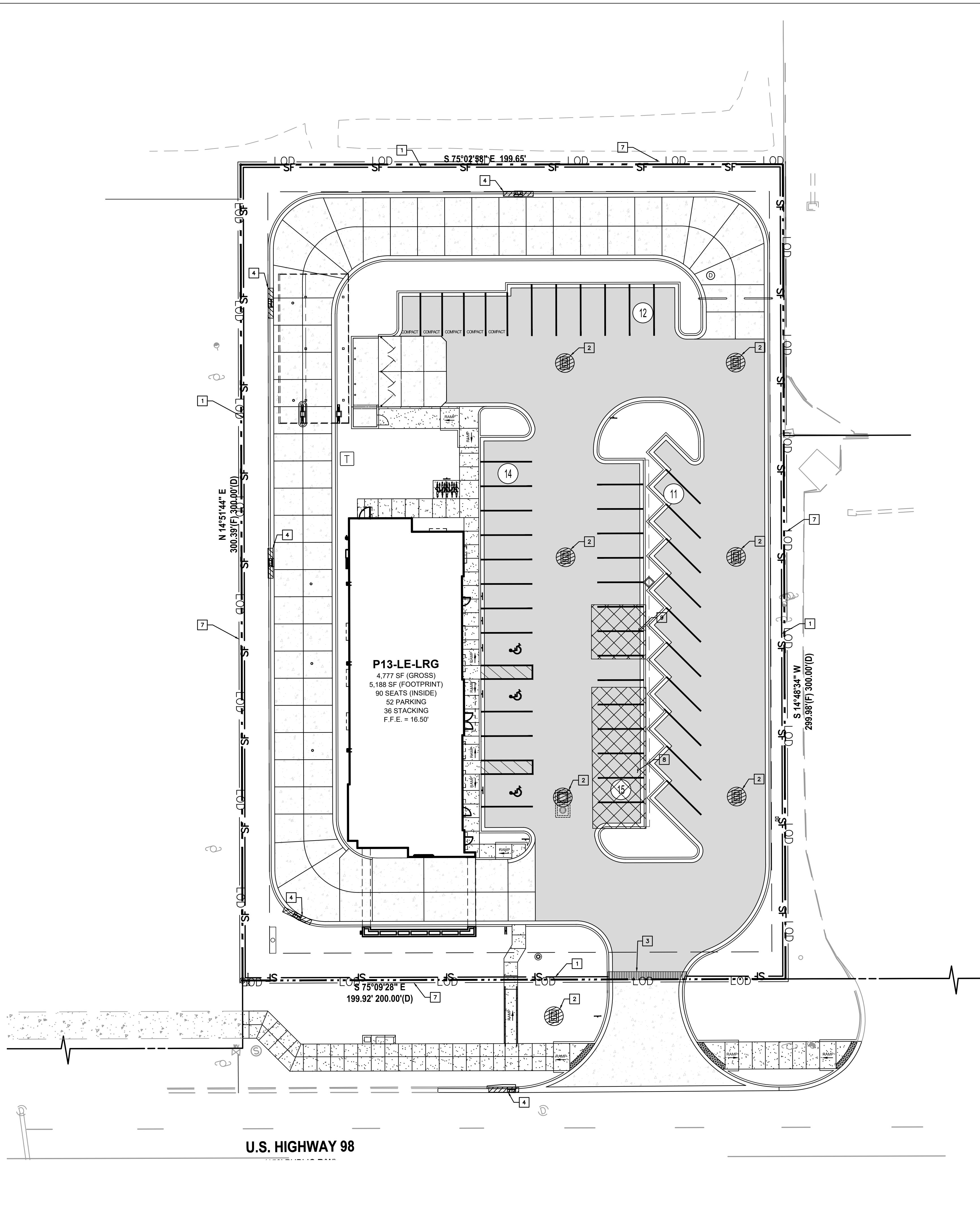
CURRENT DESIGN 2017-029
PROJECT # 010014-01-126
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EROSION CONTROL
PLAN - PHASE I

SHEET NUMBER

C-3.2
(10 of 23)

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LEGEND	
LIMIT OF DISTURBANCE	LOD
PROP. SILT DIKE ON PAVEMENT	[Symbol]
PROP. SILT FENCE	SF
TEMPORARY PARKING AND STAGING AREAS	[Symbol]
PROP. CURB INLET FILTER	[Symbol]
PROP. FILTER SACK INLET PROTECTION	[Symbol]
PROPERTY LINE	[Symbol]
EX. CONCRETE SIDEWALK	[Symbol]
EX. CONCRETE D CURB	[Symbol]
EX. CONCRETE F CURB	[Symbol]
EX. EDGE OF PAVEMENT	[Symbol]
EX. EDGE OF SIDEWALK	[Symbol]
EX. INGRESS/EGRESS & UTILITY EASEMENT	[Symbol]
EX. STORM SEWER	[Symbol]
EX. SANITARY SEWER	[Symbol]
EX. WATER MAIN	[Symbol]
EX. FIBER OPTIC	FO
EX. CATV	CATV
EX. STREET LIGHT ELECTRIC	[Symbol]
EX. GAS LINE	GAS
EX. TELEPHONE LINE	[Symbol]
EX. FENCE	[Symbol]
EX. POWER OVERHEAD LINE	[Symbol]
EX. STORM INLET	[Symbol]
EX. STORM MANHOLE	[Symbol]
EX. SANITARY MANHOLE	[Symbol]
EX. SANITARY CLEANOUT	[Symbol]
EX. WATER VALVE	[Symbol]
EX. GAS VENT	[Symbol]
EX. WATER METER	[Symbol]
EX. UTILITY POLE	[Symbol]
EX. LIGHT POLE	[Symbol]
EX. ELECTRIC METER	[Symbol]
EX. TELE SERVICE BOX	[Symbol]
EX. TELE PED	[Symbol]
EX. IRRIGATION CONTROL VALVUE	[Symbol]
EX. GUY WIRE	[Symbol]
EX. SIGN	[Symbol]
EX. GRADE	[Symbol]
EX. BACK FLOW PREVENTER	[Symbol]
EX. A/C UNITS	[Symbol]

EROSION CONTROL NOTES

1. CONST. SILT FENCE
2. CONST. INLET FILTER
3. CONST. SILT DIKE ON PAVEMENT
4. CONST. CURB INLET FILTER
5. CONST. TREE BARRIER
6. CONST. STABILIZED CONSTRUCTION EXIT
7. LIMIT OF DISTURBANCE
8. TEMPORARY PARKING AREA
9. TEMPORARY STORAGE AREA

GENERAL EROSION CONTROL NOTES

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2. PERMIT(S) FOR ANY CONSTRUCTION ACTIVITY MUST BE MAINTAINED ON SITE AT ALL TIMES.
3. CONTRACTOR SHALL MINIMIZE CLEARING TO THE MAXIMUM EXTENT PRACTICAL OR AS REQUIRED BY THE FDEP GENERIC PERMIT.
4. GENERAL CONTRACTOR SHALL DENOTE ON PLAN THE TEMPORARY PARKING AND STORAGE AREA WHICH SHALL ALSO BE USED AS THE EQUIPMENT MAINTENANCE AND CLEANING AREA, EMPLOYEE PARKING AREA, AND AREA FOR LOCATING PORTABLE FACILITIES, OFFICE TRAILERS, AND TOILET FACILITIES.
5. ALL WASH WATER SHALL BE DETAINED AND PROPERLY TREATED OR DISPOSED.
6. SUFFICIENT OIL AND GREASE ABSORBING MATERIALS AND FLOTATION BOOMS SHALL BE MAINTAINED ON SITE OR READILY AVAILABLE TO CONTAIN AND CLEAN-UP FUEL OR CHEMICAL SPILLS AND LEAKS.
7. DUST ON THE SITE SHALL BE CONTROLLED. THE USE OF MOTOR OILS AND OTHER PETROLEUM BASED OR TOXIC LIQUIDS FOR DUST SUPPRESSION OPERATIONS IS PROHIBITED.
8. RUBBISH, TRASH, GARBAGE, LITTER, OR OTHER SUCH MATERIALS SHALL BE DEPOSITED INTO SEALED CONTAINERS. MATERIALS SHALL BE PREVENTED FROM LEAVING THE PREMISES THROUGH THE ACTION OF WIND OR STORM WATER DISCHARGE INTO DRAINAGE DITCHES OR WATERS OF THE STATE.
9. ALL STORM WATER POLLUTION PREVENTION MEASURES PRESENTED ON THIS PLAN SHALL BE INITIATED AS SOON AS PRACTICABLE.
10. DISTURBED PORTIONS OF THE SITE WHERE CONSTRUCTION ACTIVITY HAS TEMPORARILY STOPPED FOR AT LEAST 7 DAYS, SHALL BE TEMPORARILY SEEDED.
11. DISTURBED PORTIONS OF THE SITE WHERE CONSTRUCTION ACTIVITY HAS PERMANENTLY STOPPED SHALL BE SODDED/LANDSCAPED PER PLANS. THESE AREAS SHALL BE SODDED/LANDSCAPED NO LATER THAN 7 DAYS AFTER THE LAST CONSTRUCTION ACTIVITY OCCURRING IN THESE AREAS. REFER TO THE GRADING PLAN AND/OR LANDSCAPE PLAN.
12. IF THE ACTION OF VEHICLES TRAVELING OVER THE CONSTRUCTION ENTRANCES IS NOT SUFFICIENT TO REMOVE THE MAJORITY OF DIRT OR MUD, THEN THE TIRES MUST BE WASHED BEFORE THE VEHICLES ENTER 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 THE SITE.
13. ALL MATERIALS SPILLED, DROPPED, WASHED, OR TRACKED FROM VEHICLES ONTO ROADWAYS OR INTO STORM DRAINS MUST BE REMOVED IMMEDIATELY.
14. CONTRACTORS OR SUBCONTRACTORS WILL BE RESPONSIBLE FOR REMOVING ANY SEDIMENT THAT MAY HAVE COLLECTED IN THE STORM SEWER DRAINAGE SYSTEMS IN CONJUNCTION WITH THE STABILIZATION OF THE SITE.
15. ON-SITE AND OFFSITE SOIL STOCKPILE AND BORROW AREAS SHALL BE PROTECTED FROM EROSION AND SEDIMENTATION THROUGH IMPLEMENTATION OF BEST MANAGEMENT PRACTICES. STOCKPILE AND BORROW AREA LOCATIONS SHALL BE NOTED ON THE SITE MAP AND PERMITTED IN ACCORDANCE WITH FDEP GENERIC PERMIT REQUIREMENTS.
16. SLOPES SHALL BE LEFT IN A ROUGHENED CONDITION DURING THE GRADING PHASE TO REDUCE RUNOFF VELOCITIES AND EROSION.
17. DUE TO CONSTRUCTION ACTIVITIES DURING THE DEVELOPMENT OF THE PROJECT, THE CONTRACTOR SHALL BE RESPONSIBLE FOR ADJUSTING THE EROSION AND SEDIMENT CONTROL MEASURES TO PREVENT EROSION AND SEDIMENTATION.
18. CONTRACTOR SHALL DESIGNATE/IDENTIFY AREAS INSIDE THE LIMITS OF DISTURBANCE, FOR WASTE DISPOSAL AND DELIVERY AND MATERIAL STORAGE.
19. CONTRACTOR TO LIMIT DISTURBANCE OF SITE IN STRICT ACCORDANCE WITH THE EROSION CONTROL SEQUENCING SHOWN ON THIS PLAN. NO UNNECESSARY OR IMPROPERLY SEQUENCED CLEARING AND/OR GRADING SHALL BE PERMITTED.
20. ALL EXISTING SIGNALIZATION EQUIPMENT TO REMAIN IS ASSUMED TO BE IN GOOD WORKING ORDER UNLESS PALM BEACH COUNTY IS NOTIFIED IN WRITING PRIOR TO THE START OF CONSTRUCTION. ANY SUBSEQUENT DAMAGE TO THE SIGNAL EQUIPMENT SHALL BE REPAIRED BY THE CONTRACTOR AT THE CONTRACTORS EXPENSE.
21. THE CONTRACTOR SHALL ENSURE THAT A FOREMAN OR SUPERVISOR WHO HAS BEEN CERTIFIED UNDER FLORIDA STORMWATER, EROSION AND SEDIMENTATION CONTROL INSPECTOR TRAINING PROGRAM IS AVAILABLE IN PERSON OR BY PHONE AT ALL TIMES DURING THE CONSTRUCTION ACTIVITIES. (ONCE CONTRACTOR IS SELECTED, A QUALIFIED FOREMAN/SUPERVISOR WILL BE DESIGNATED AND AVAILABLE AT THE PRE-CONSTRUCTION MEETING)
22. ADDITIONAL SEDIMENT AND EROSION CONTROL MEASURES MAY BE REQUIRED, DURING ANY PHASE OF DEVELOPMENT, AT THE DISCRETION OF THE COUNTY'S INSPECTOR.

CONSTRUCTION SEQUENCE

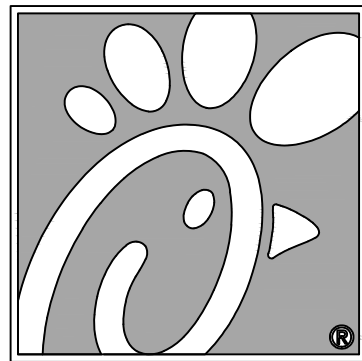
1. CONDUCT PRE-CONSTRUCTION MEETING WITH THE COUNTY TO DISCUSS EROSION AND SEDIMENT CONTROLS AND CONSTRUCTION PHASING.
2. INSTALL AND POST SWPPP AND SITE COMPLIANCE SIGNAGE PUBLICLY VISIBLE.
3. INSTALL INLET PROTECTION, SILT DIKES, AND SILT FENCE ON THE SITE AS SHOWN.
4. INSTALL CONSTRUCTION FENCES AND TEMPORARY TRAFFIC AND PEDESTRIAN CONTROL DEVICES.
5. PREPARE TEMPORARY PARKING AND STORAGE AREAS.
6. DEMO EXISTING STRUCTURES, PAVEMENT, AND SPECIFIED UTILITIES.
7. BEGIN GRADING THE SITE.
8. BEGIN CONSTRUCTION OF UTILITIES.
9. BEGIN SUBGRADE PREPARATION AND CONSTRUCTION OF STRUCTURES.
10. BEGIN INSTALLATION OF CURBS, GUTTER, AND PAVING.
11. COMPLETE PERMANENT STABILIZATION ON AREAS WHERE CONSTRUCTION HAS BEEN COMPLETED.
12. COMPLETE FINAL GRADING AND INSTALLATION OF PERMANENT STABILIZATION OVER ALL AREAS.
13. OBTAIN CONCURRENCE FROM THE OWNER AND THE COUNTY THAT THE SITE HAS BEEN FULLY STABILIZED.
14. REMOVE ALL REMAINING TEMPORARY EROSION AND SEDIMENT CONTROL DEVICES.
15. STABILIZE ALL AREAS DISTURBED BY BMP REMOVAL.

CONTRACTOR MAY COMPLETE CONSTRUCTION RELATED ACTIVITIES CONCURRENTLY ONLY IF ALL PRECEDING BMPs HAVE BEEN COMPLETELY INSTALLED.

THE ACTUAL SCHEDULE FOR IMPLEMENTING POLLUTANT CONTROL MEASURES WILL BE DETERMINED BY THE PROJECT CONSTRUCTION PROGRESS AND RECORDED BY THE GENERAL CONTRACTOR ON THESE PLANS.

BMP MAINTENANCE NOTES

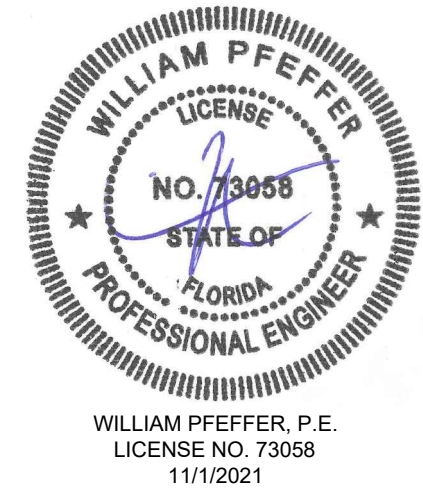
- ALL MEASURES STATED ON THESE PLANS SHALL BE MAINTAINED IN FULLY FUNCTIONAL CONDITION UNTIL NO LONGER REQUIRED FOR PROTECTED PHASE OF WORK OR FINAL STABILIZATION OF THE SITE. SEDIMENTATION CONTROL MEASURES SHALL BE CHECKED BY A QUALIFIED PERSON IN ACCORDANCE WITH THE CONSTRUCTION FDEP GENERIC PERMIT, AND REPAIRED IN ACCORDANCE WITH THE FOLLOWING:
1. INLET PROTECTION DEVICES AND BARRIERS SHALL BE REPAIRED OR REPLACED IF THEY SHOW SIGNS OF DETEIORATION.
 2. ALL SEEDED/SODDED AREAS SHALL BE CHECKED REGULARLY TO SEE THAT A GOOD STAND OF GRASS IS MAINTAINED. AREAS SHALL BE FERTILIZED, WATERED AND REPAIRED AS NEEDED.
 3. SILT FENCES SHALL BE REPAIRED TO THEIR ORIGINAL CONDITIONS IF DAMAGED. SEDIMENT SHALL BE REMOVED FROM THE SILT FENCE WHEN IT REACHES ONE-HALF THE HEIGHT OF THE FENCE.
 4. THE CONSTRUCTION EXIT SHALL BE MAINTAINED IN A CONDITION WHICH WILL PREVENT TRACKING OR FLOW OF SEDIMENT FROM THE SITE. THIS MAY REQUIRE PERIODIC TOP DRESSING OF THE EXIT AS CONDITIONS DEMAND.
 5. THE TEMPORARY PARKING AND STORAGE AREA SHALL BE KEPT IN A GOOD CONDITION. THIS MAY REQUIRE PERIODIC TOP DRESSING OF THE AREA AS CONDITIONS DEMAND.
 6. PRIOR TO LEAVING THE SITE, ALL VEHICLES SHALL BE CLEANED OF DEBRIS. ANY DEBRIS AND/OR SEDIMENT LEAVING THE SITE SHALL BE CLEANED IMMEDIATELY.
 7. ALL INLETS AND STORM DRAINS SHALL BE KEPT CLEAN OF DEBRIS AND SEDIMENT. ANY DEBRIS AND/OR SEDIMENT THAT ENTERS ANY INLET OR STORM DRAIN SHALL BE CLEANED IMMEDIATELY. FLUSHING SHALL NOT BE USED TO CLEAN DEBRIS AND/OR SEDIMENT FROM STORM DRAINS.



5200 Buffington Rd.
Atlanta Georgia,
30349-2998



Seal



WILLIAM PFFER, P.E.
LICENSE NO. 73058
11/1/2021

CHICK-FIL-A
DESTIN RELOCATION
1021 HIGHWAY 98
DESTIN, FL 32541

FSU# 4796

REVISION SCHEDULE		DESCRIPTION
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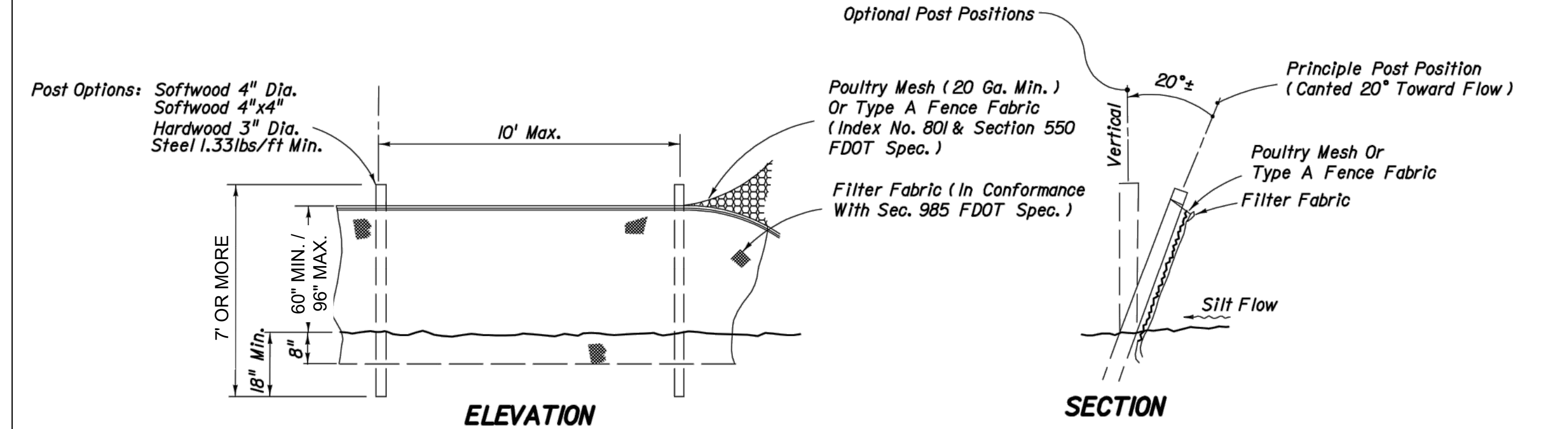
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SHEET
EROSION CONTROL
PLAN - PHASE II

SHEET NUMBER

C-3.3
(11 of 23)

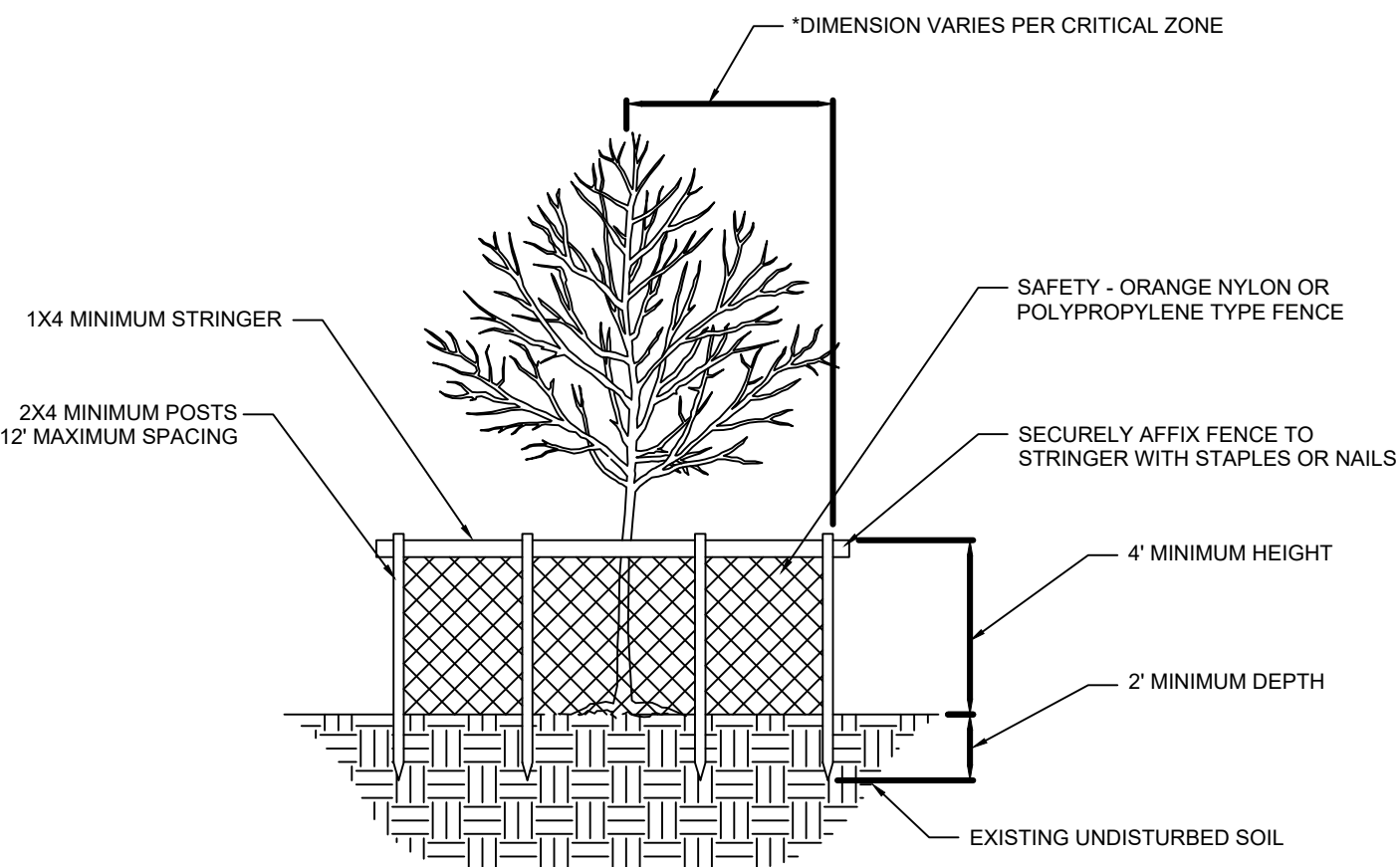
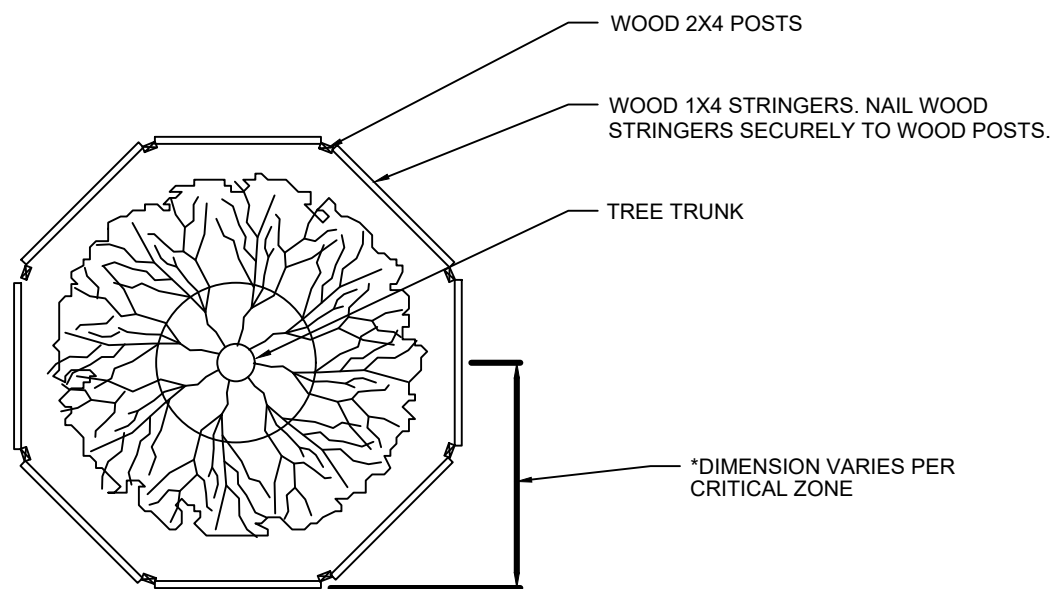
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NOTES:

1. SCREEN MATERIAL SHALL BE MADE OF AN OPAQUE MATERIAL CAPABLE OF ALLOWING AIR TO PASS BUT SEMI-PERVIOUS TO DUST AND DIRT.
2. THE SCREENING SHALL BE OF A FINENESS SUCH THAT NO MATERIAL OVER $\frac{1}{8}$ " IN SIZE SHALL PASS THROUGH THE MESH.
3. SCREENING SHALL BE SECURELY AFFIXED TO THE CONSTRUCTION FENCE.
4. FENCE SCREENING SHALL HAVE A MINIMUM HEIGHT OF 5' AND A MAXIMUM HEIGHT OF 8'.
5. SCREENING MATERIAL SHALL BE MAINTAINED IN GOOD CONDITION AND TAU THROUGHOUT THE ALLOTTED PERMIT TIME.
6. SCREENING MUST BE KEPT SECURE FROM ANY WIND ACTION.
7. IN CASES WHERE THE FINISHED GRADE OF THE DEVELOPMENT SITE IS HIGHER BY MORE THAN 1' OR MORE THAN THE GRADE OF THE ADJOINING PROPERTIES, SAID FENCE SCREENING SHALL BE PLACED AT THE FINISHED GRADE AND NOT THE EXISTING GRADE.

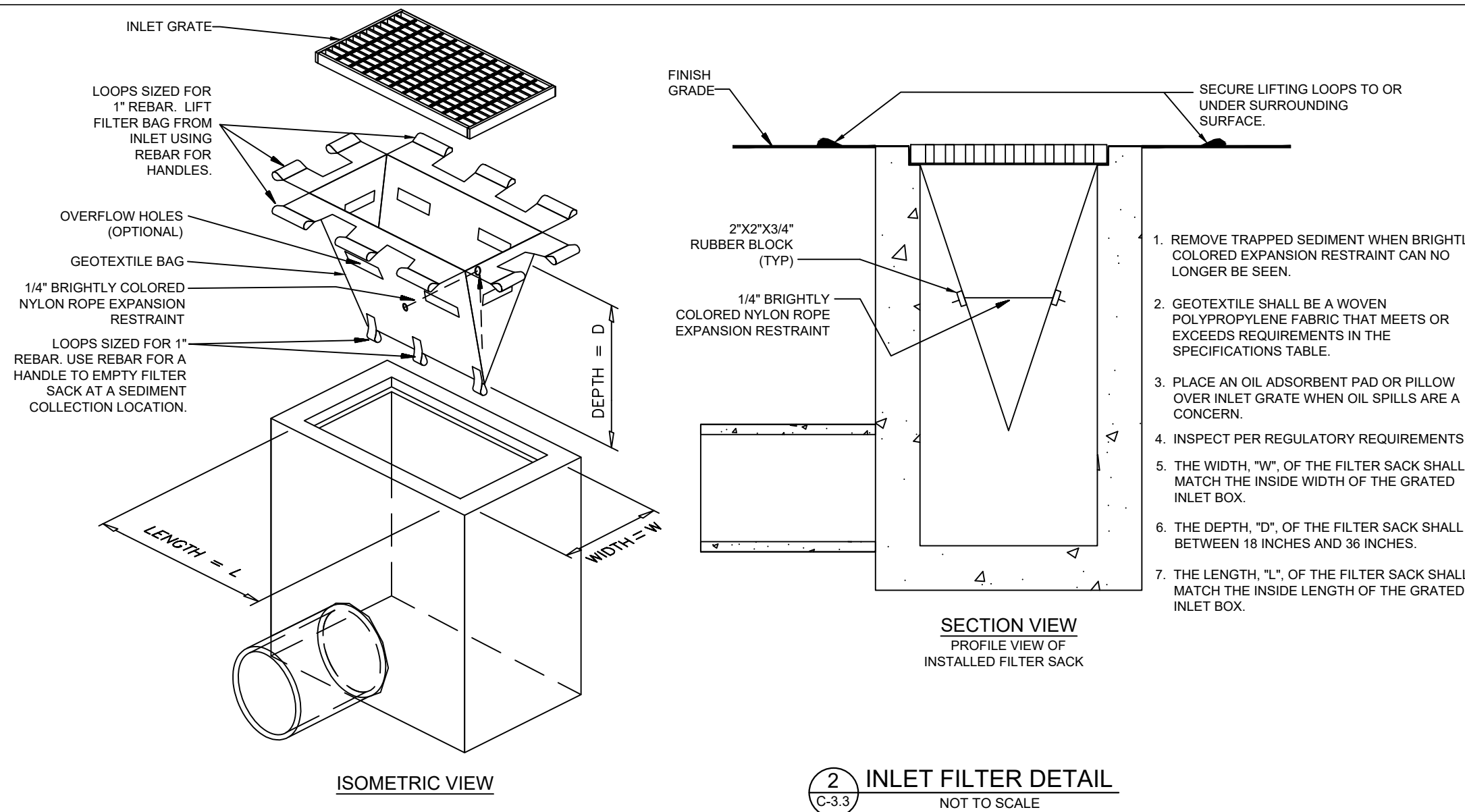
1 SILT FENCE DETAIL
NOT TO SCALE



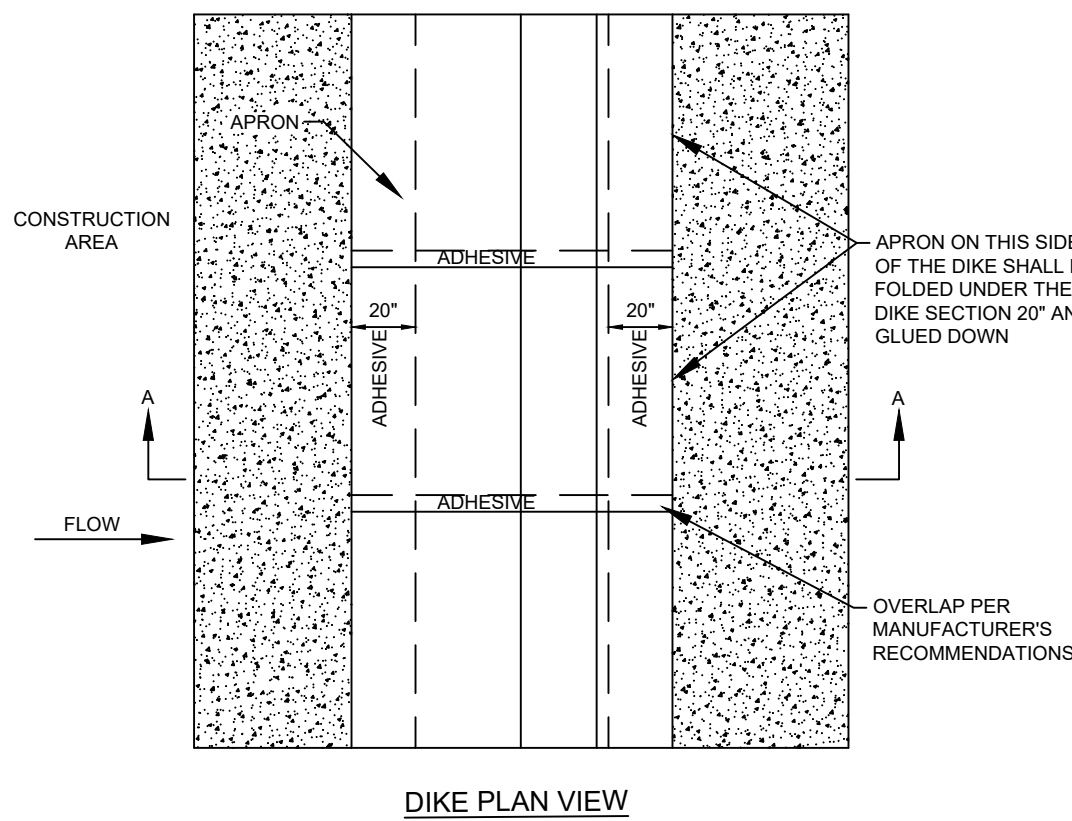
NOTES:
CRITICAL PROTECTION ZONE: THE AREA SURROUNDING A TREE WITHIN A CIRCLE DESCRIBED BY A RADIUS OF ONE FOOT FOR EACH INCH OF THE TREE TRUNK DIAMETER AT 54" ABOVE FINISHED GRADE. FOR GROUPS OF TREES, PLACE BARRICADES BETWEEN TREES AND CONSTRUCTION ACTIVITY.

* TREE PROTECTION BARRICADE SHALL BE LOCATED TO PROTECT A MINIMUM OF 75% OF THE CRITICAL PROTECTION ZONE.

5 TREE BARRIER
NOT TO SCALE

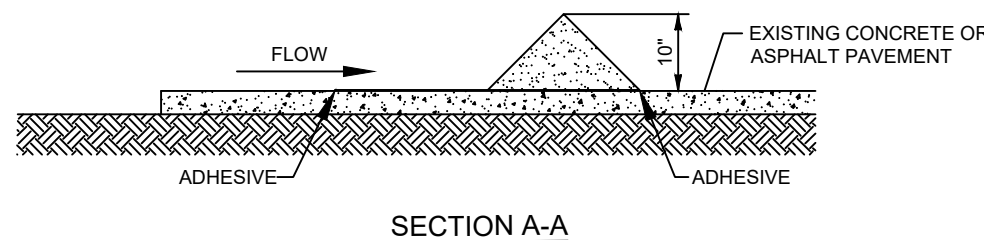


LOW TO MODERATE FLOW GEOTEXTILE FABRIC SPECIFICATION TABLE		
PROPERTIES	TEST METHOD	UNITS
GRAB TENSILE STRENGTH	ASTM D-4632	3000 LBS
GRAB TENSILE ELONGATION	ASTM D-4632	20 %
PUNCTURE	ASTM D-4632	120 LBS
MULLER BURST	ASTM D-3786	800 PSI
TRAPEZOID TEAR	ASTM D-4333	120 LBS
UV RESISTANCE	ASTM D-4335	80 %
APPARENT OPENING SIZE	ASTM D-4751	40 US SIEVE
FLOW RATE	ASTM D-4491	40 GAL/MIN/50 FT
PERMITTIVITY	ASTM D-4491	0.55 SEC-1
MODERATE TO HIGH FLOW GEOTEXTILE FABRIC SPECIFICATION TABLE		
PROPERTIES	TEST METHOD	UNITS
GRAB TENSILE STRENGTH	ASTM D-4632	265 LBS
GRAB TENSILE ELONGATION	ASTM D-4632	20 %
PUNCTURE	ASTM D-4633	135 LBS
MULLER BURST	ASTM D-3786	420 PSI
TRAPEZOID TEAR	ASTM D-4333	45 LBS
UV RESISTANCE	ASTM D-4335	90 %
APPARENT OPENING SIZE	ASTM D-4751	20 US SIEVE
FLOW RATE	ASTM D-4491	200 GAL/MIN/50 FT
PERMITTIVITY	ASTM D-4491	1.5 SEC-1

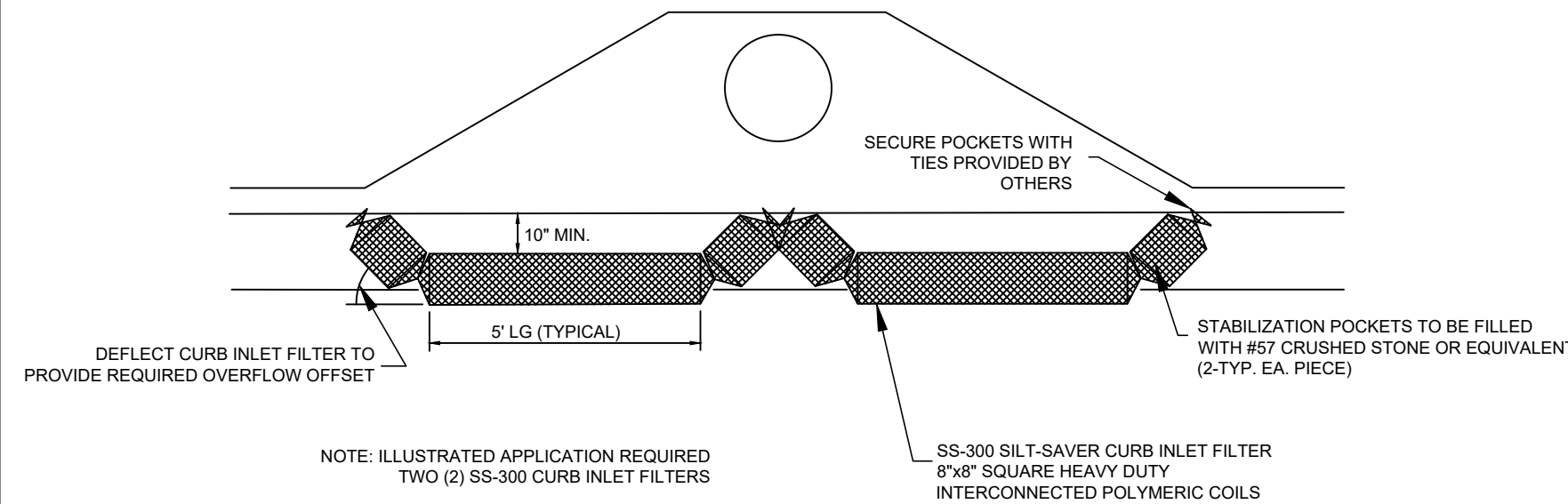


NOTES:

1. INSTALLED SILT DIKE UNIT SHALL HAVE CONTINUOUS AND FIRM CONTACT WITH PAVEMENT.
2. ADHESIVES SHALL BE LIQUID NAIL OR APPROVED EQUAL FOR CONCRETE PAVEMENT APPLICATIONS AND EMULSIFIED ASPHALT FOR ASPHALT APPLICATIONS. ADHESIVE SHALL BE PLACED WHERE THE UNITS OVERLAP AND A 20" STRIP ALONG BOTH EDGES.

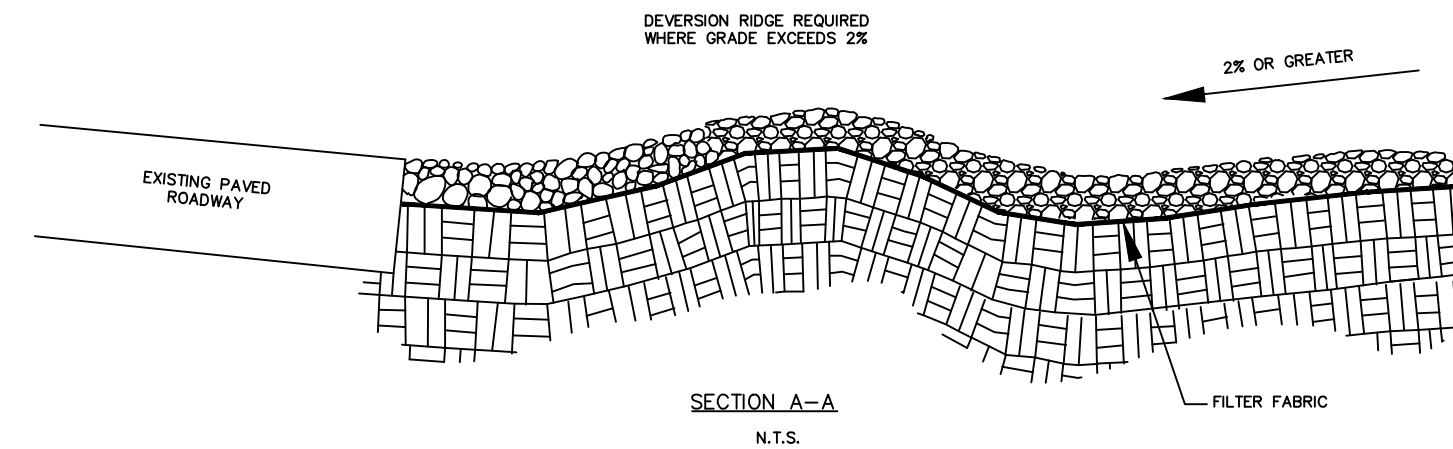
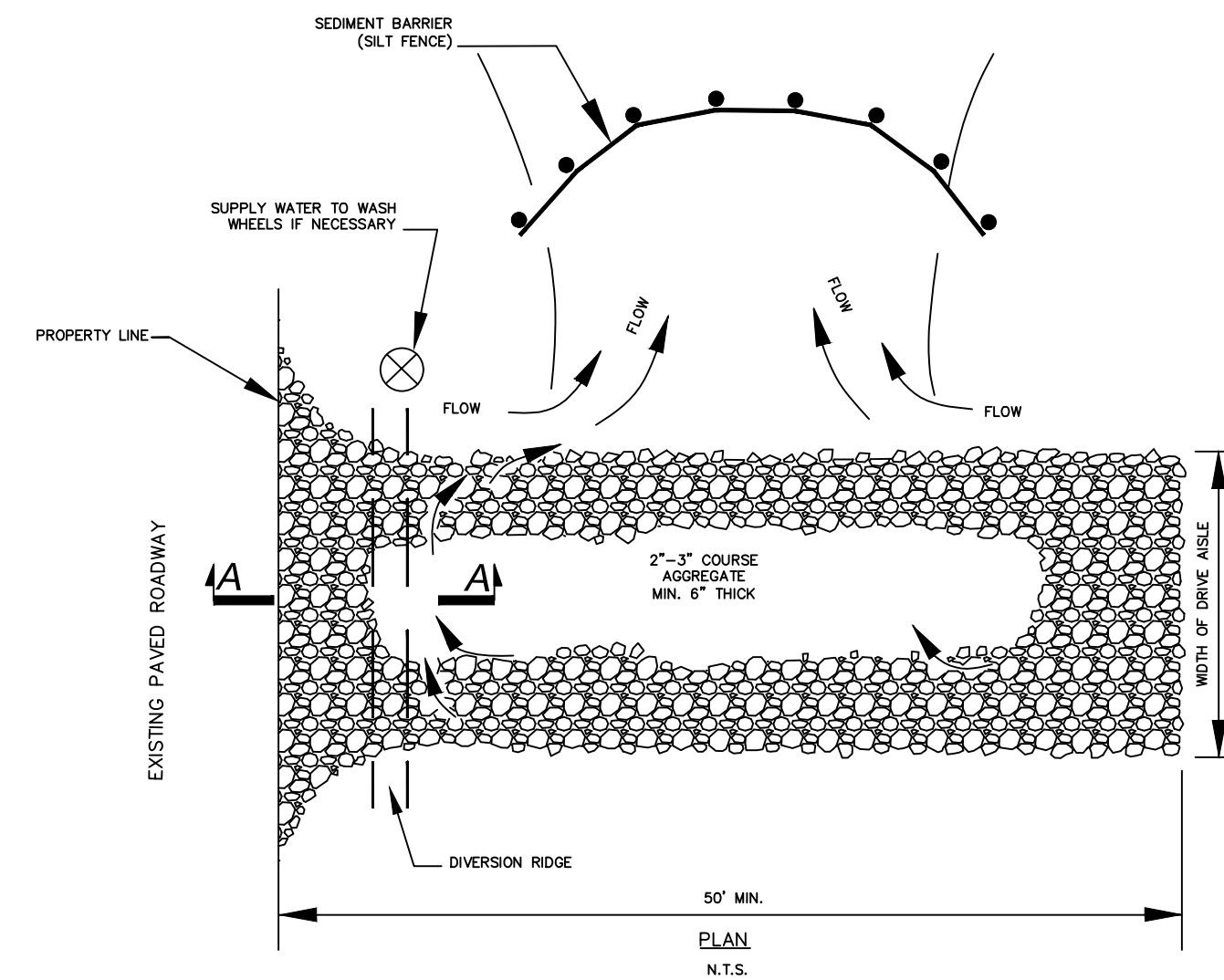


3 SILT DIKE ON EXISTING PAVEMENT
NOT TO SCALE



INSTALLATION PROCEDURE:

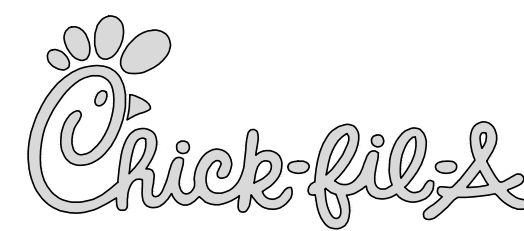
1. IDENTIFY OPENING DIMENSIONS TO DETERMINE THE NUMBER OF SS-300 CURB INLET FILTERS THAT WILL BE REQUIRED.
2. COMPLETELY FILL THE STABILIZATION CHAMBER ON EACH END OF EACH SS-300 CURB INLET FILTER WITH #57 CRUSHED STONE.
3. SECURE ENDS OF THE STABILIZATION POCKETS WITH TIES TO BE PROVIDED BY OTHERS.
4. PLACE THE SS-300 CURB INLET FILTER(S) IN FRONT OF THE CURB INLET OR OPENING TO PREVENT THE MIGRATION OF SILT INTO THE STORM DRAIN SYSTEM.



NOTES:

1. THE ENTRANCE SHALL BE MAINTAINED IN A
CONDITION THAT WILL PREVENT TRACKING OR
FLOWING OF SEDIMENT ONTO PUBLIC RIGHTS-
OF-WAY. THIS MAY REQUIRE TOP DRESSING,
REPAIR AND/OR CLEAN-OUT OF ANY MEASURES
USED TO TRAP SEDIMENT.
2. WHEN NECESSARY, WHEELS SHALL BE CLEANED
PRIOR TO ENTRANCE ONTO PUBLIC RIGHT-OF-WAY
3. WHEN WASHING IS REQUIRED, IT SHALL BE DONE
ON A AREA STABILIZED WITH CRUSHED STONE
OR SEDIMENT BASIN.
4. ANY SEDIMENT TRACKED ONTO ROADWAYS SHALL
BE SWEEP BACK ONTO SITE AT THE END OF EACH
WORKING DAY.

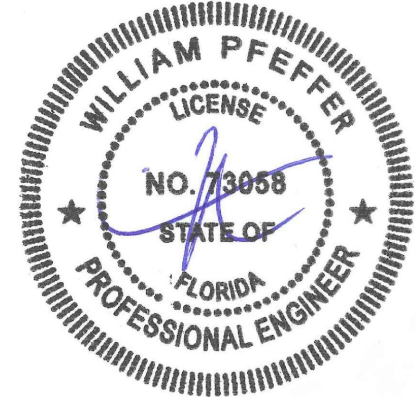
6 STABILIZED CONSTRUCTION EXIT
NOT TO SCALE



5200 Buffington Rd.
Atlanta Georgia,
30349-2998



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WILLIAM PFEFFER, P.E.
LICENSE NO. 73058
11/1/2021

CHICK-FIL-A
DESTIN RELOCATION
1021 HIGHWAY 98
DESTIN, FL 32541

FSU# 4796

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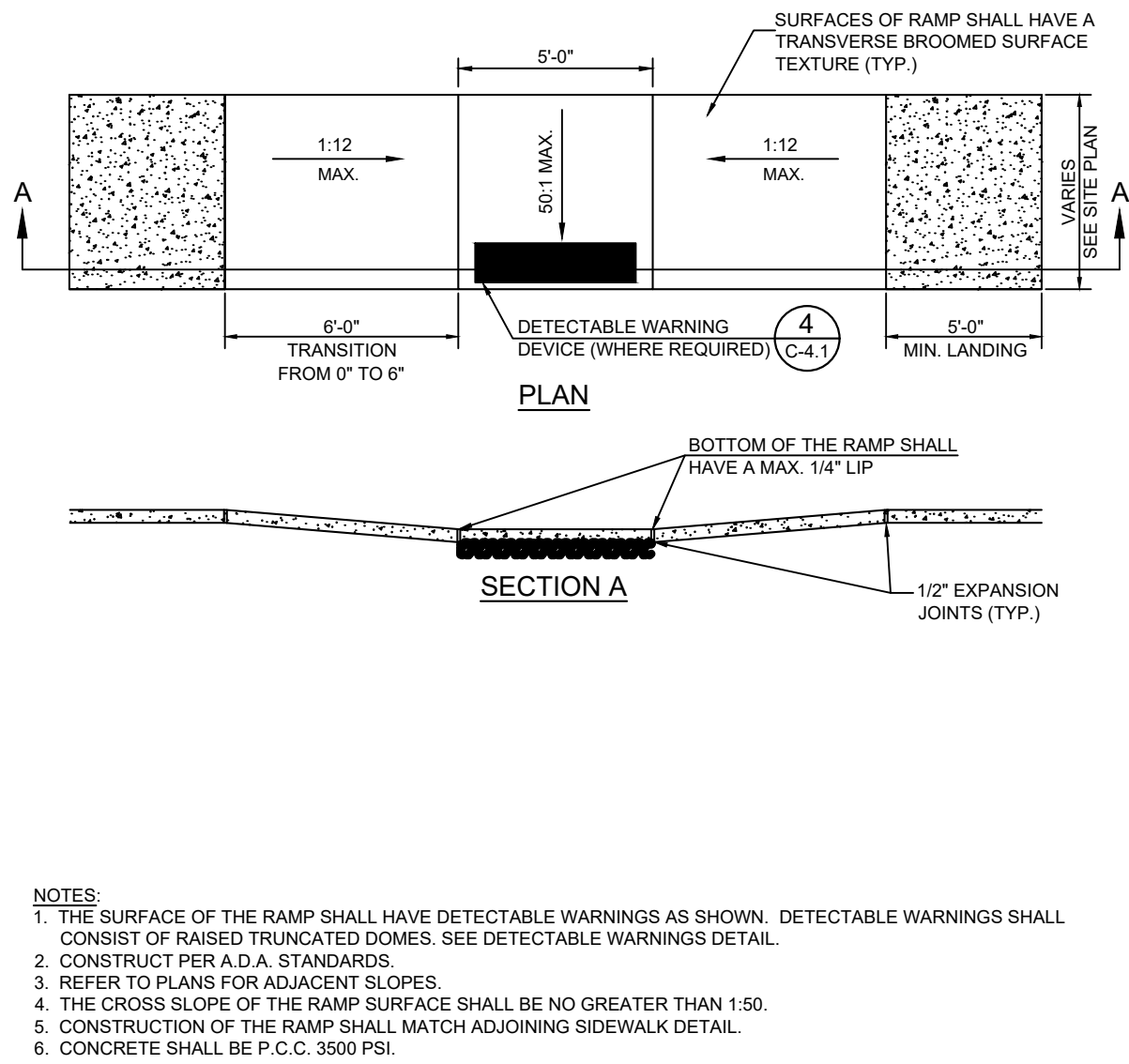
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SHEET
EROSION CONTROL DETAILS

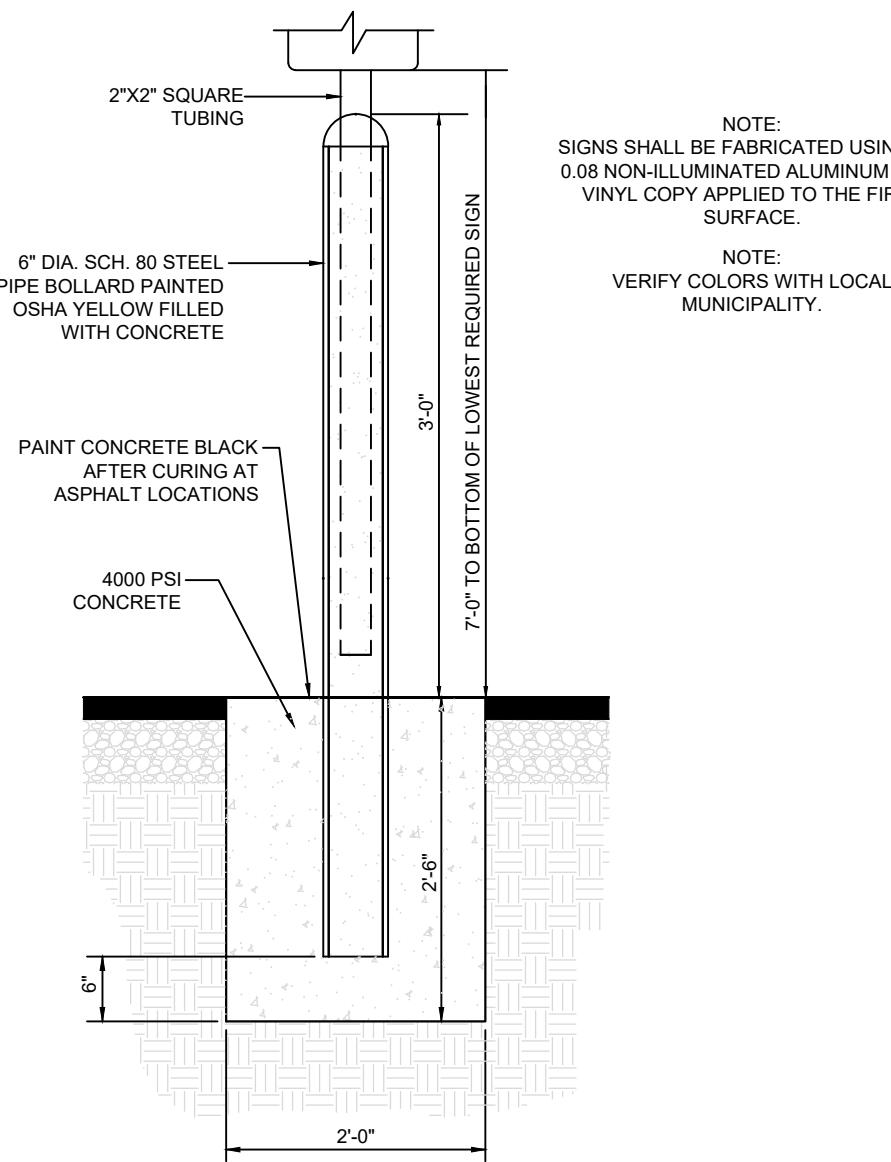
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C-3.4
(12 of 23)

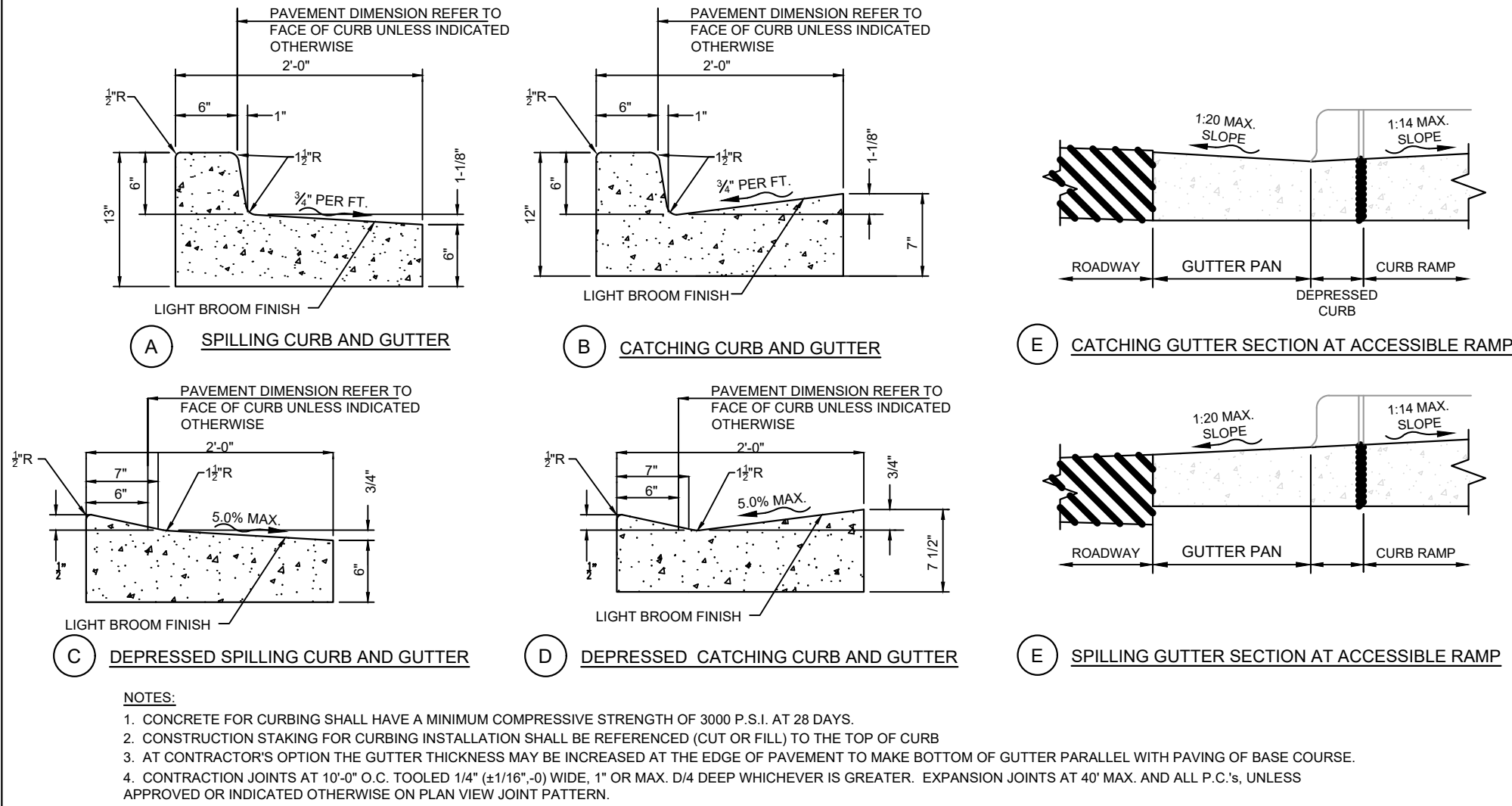
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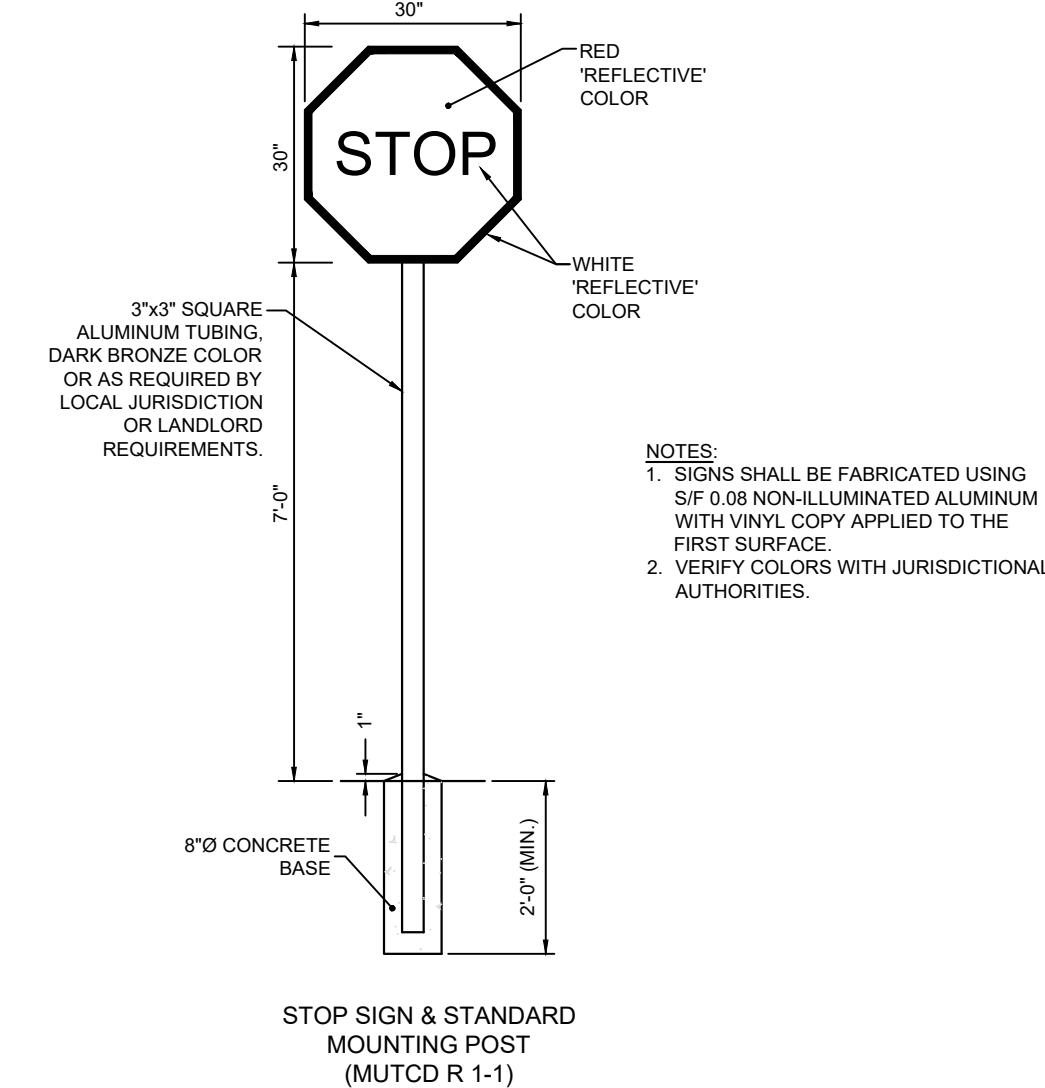
8 SIDEWALK ACCESSIBLE RAMP
C-4.1 NOT TO SCALE



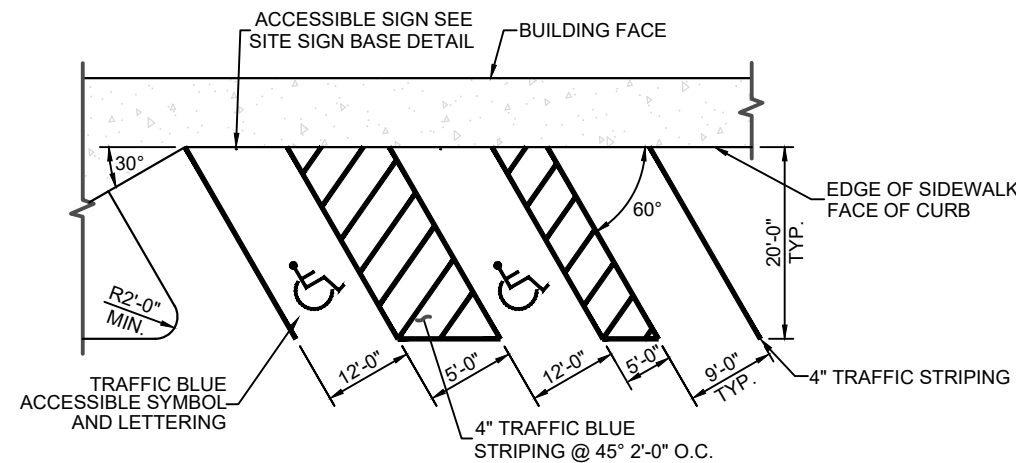
4 BOLLARD MOUNTED SIGN
C-4.0 NOT TO SCALE



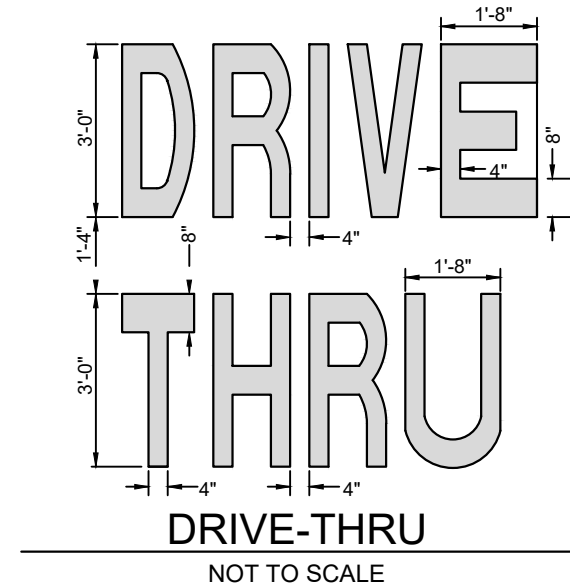
13 CONCRETE CURB & GUTTER
C-4.0 NOT TO SCALE



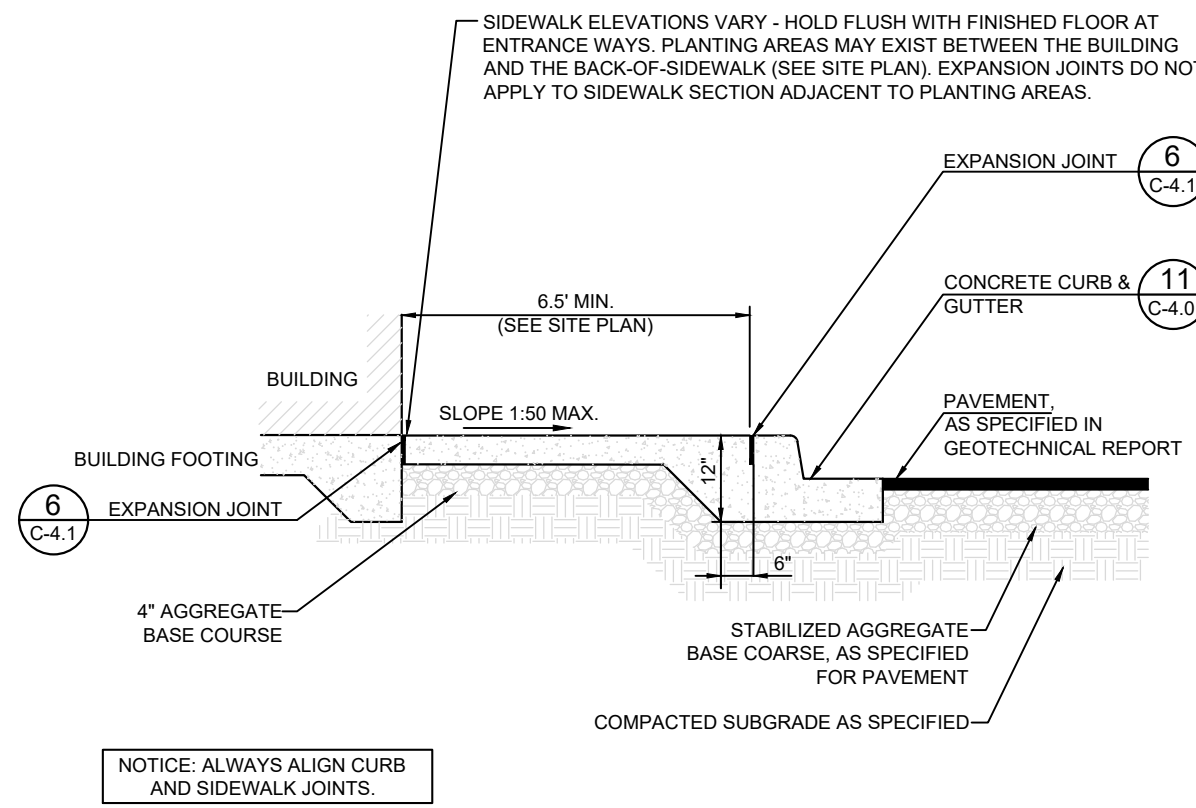
7 STOP SIGN
C-4.0 NOT TO SCALE



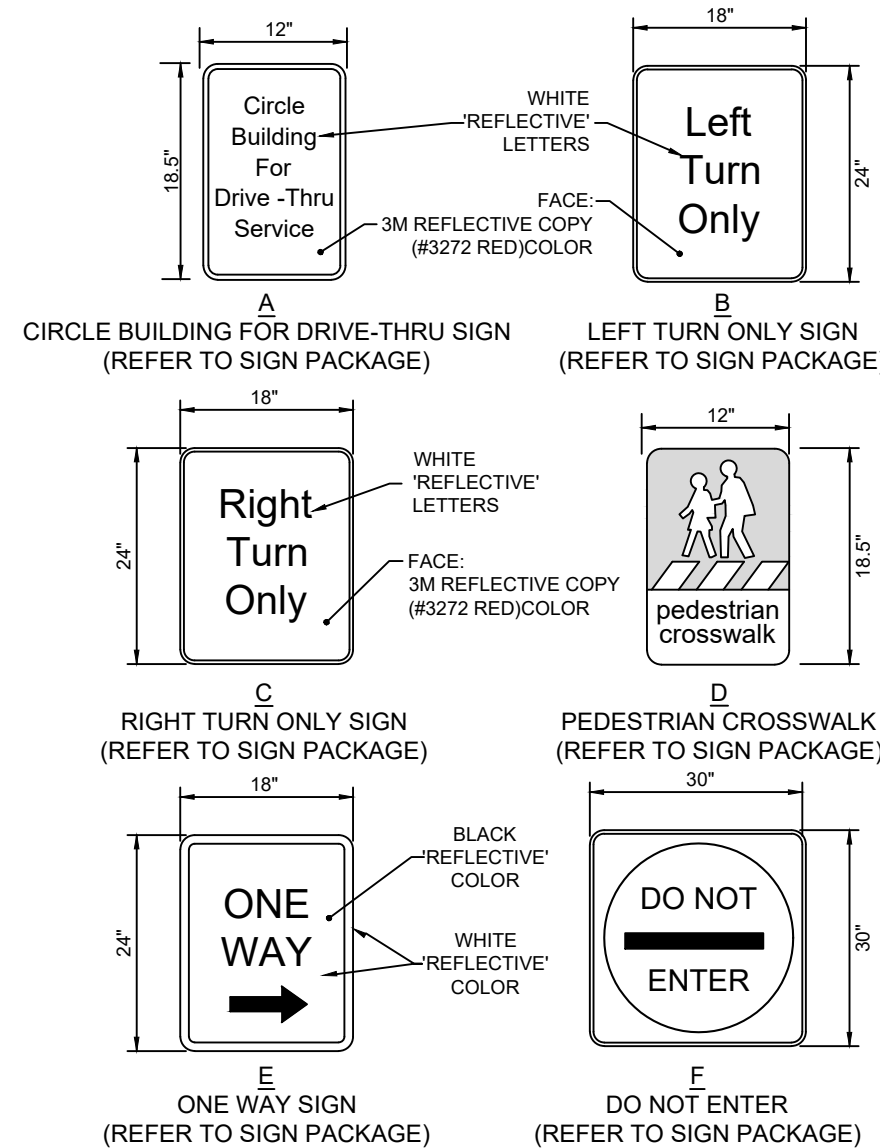
3 60° ANGLED PARKING STRIPING
C-4.0 NOT TO SCALE



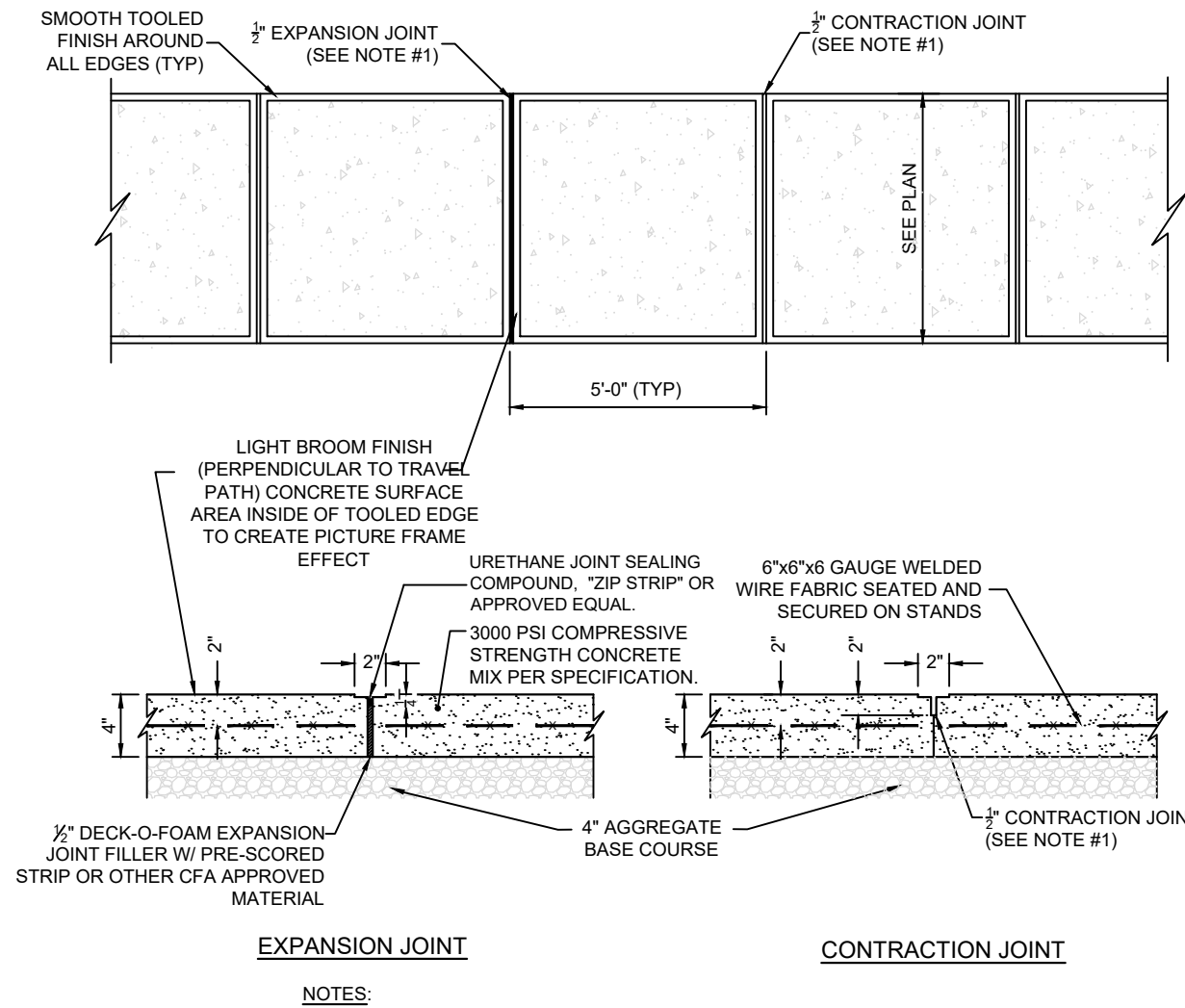
2 PAVEMENT MARKINGS - 2
C-4.0 NOT TO SCALE



11 SIDEWALK W/ CURB & GUTTER
C-4.0 NOT TO SCALE



6 DIRECTIONAL SIGNAGE
C-4.0 NOT TO SCALE

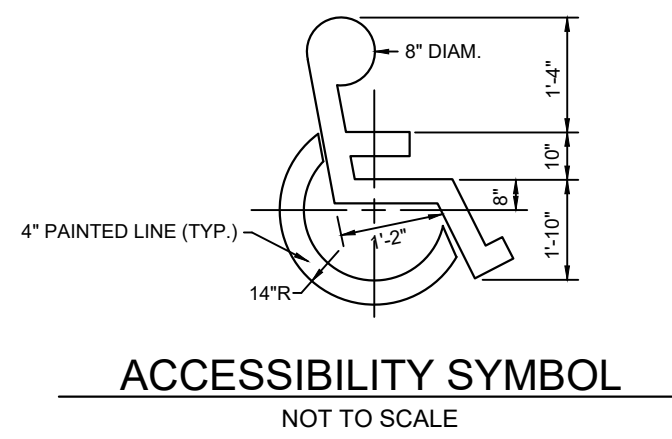
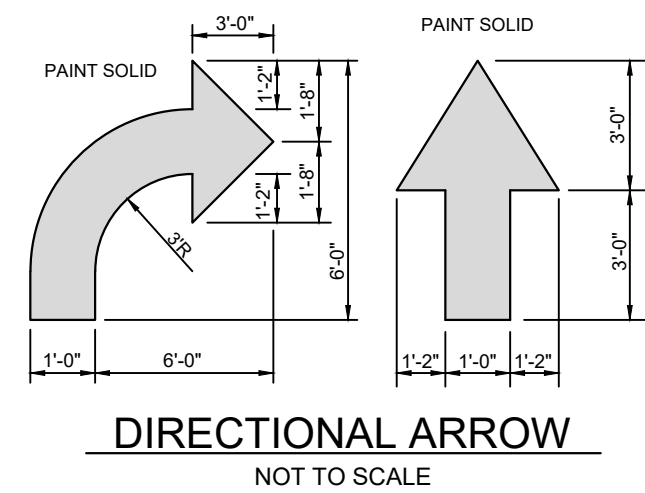


10 CONCRETE SIDEWALK
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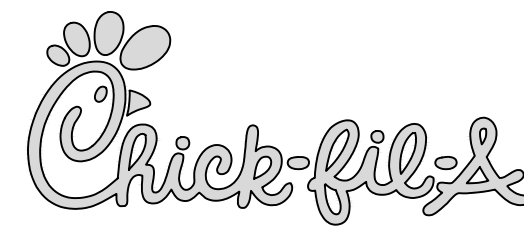
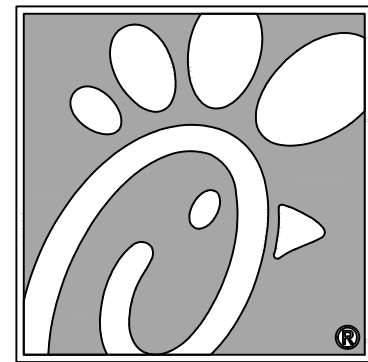
(FDOT INDEX NO. 700-102 SHEET NO.4)

5 ACCESSIBLE PARKING SIGN
C-4.0 NOT TO SCALE



- NOTES:**
1. GENERAL CONTRACTOR SHALL REFER TO PARKING LOT STRIPING SPECIFICATIONS. SEE DETAIL.
 2. PAVEMENT MARKINGS SHALL BE APPLIED ACCORDING TO REQUIREMENTS AS OUTLINED IN SECTION 3B OF THE CURRENT MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES.
 3. CONTRACTOR SHALL USE WHITE REFLECTIVE PAINT ON ASPHALT & YELLOW REFLECTIVE PAINT ON CONCRETE. UNLESS UPON VERIFICATION BY THE GENERAL CONTRACTOR IT IS DETERMINED THAT LOCAL, STATE, OR ADA CODES DIFFER, IN WHICH CASE THESE CODES SHALL GOVERN.

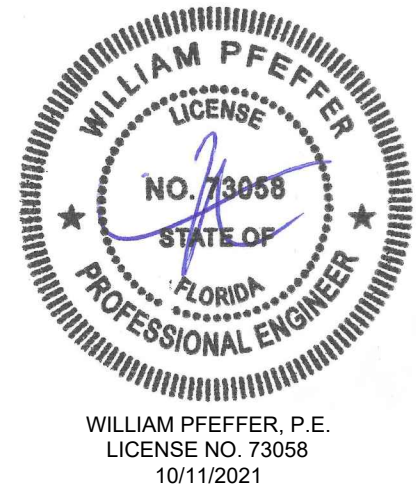
1 PAVEMENT MARKINGS - 1
C-4.0 NOT TO SCALE



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Atlanta Georgia,
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CHICK-FIL-A
DESTIN RELOCATION
1021 HIGHWAY 98
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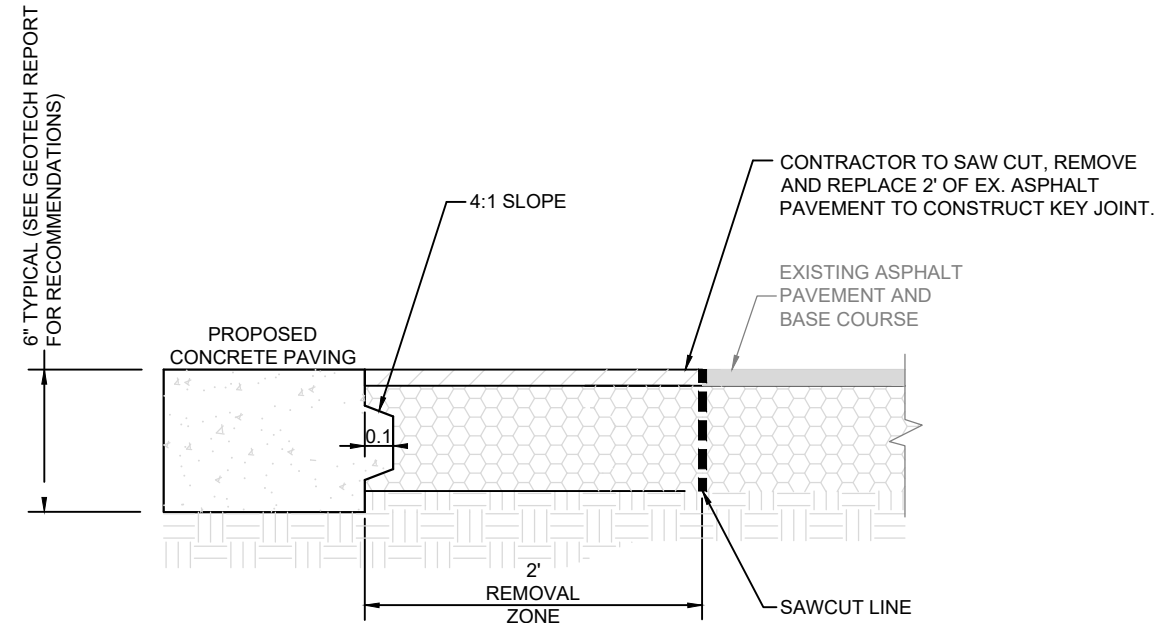
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CFA STANDARD DETAILS

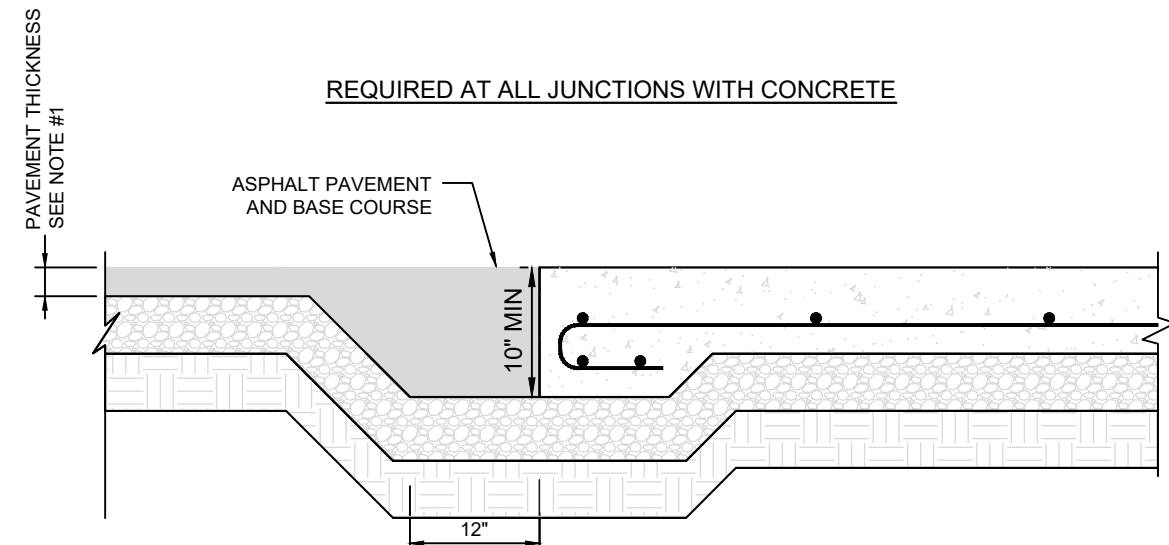
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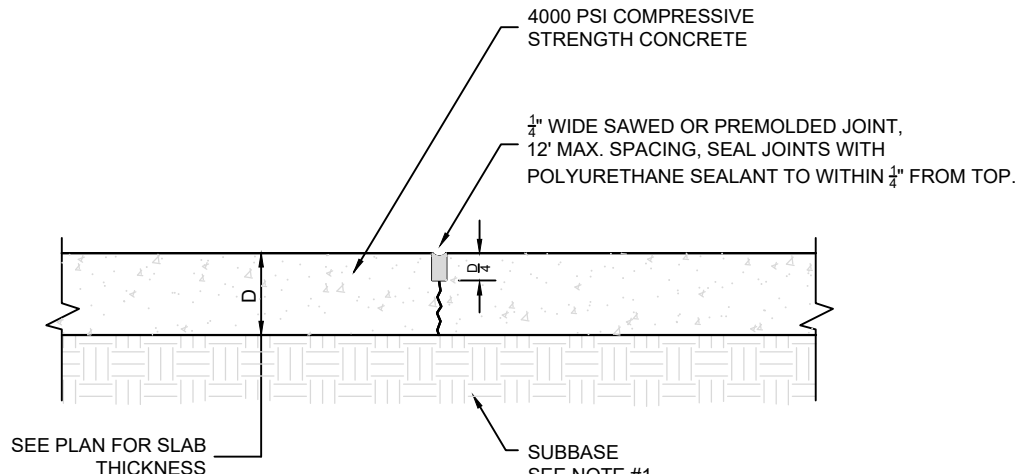
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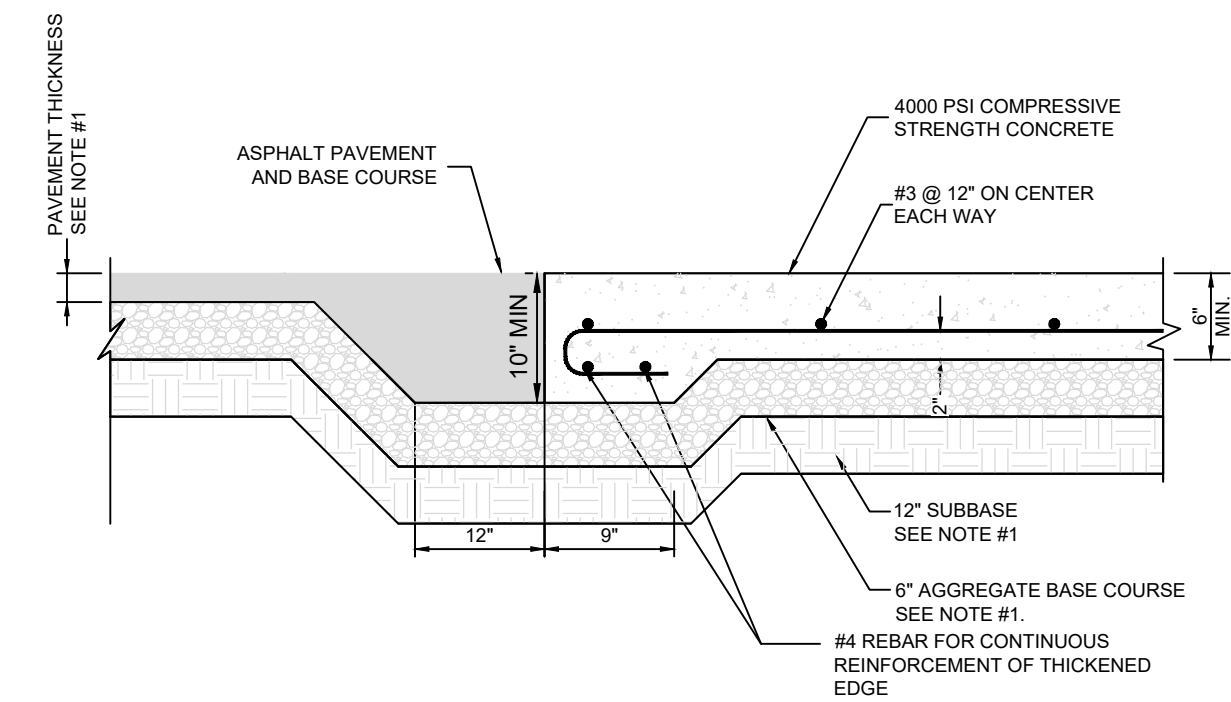
8 KEYED CONSTRUCTION JOINT
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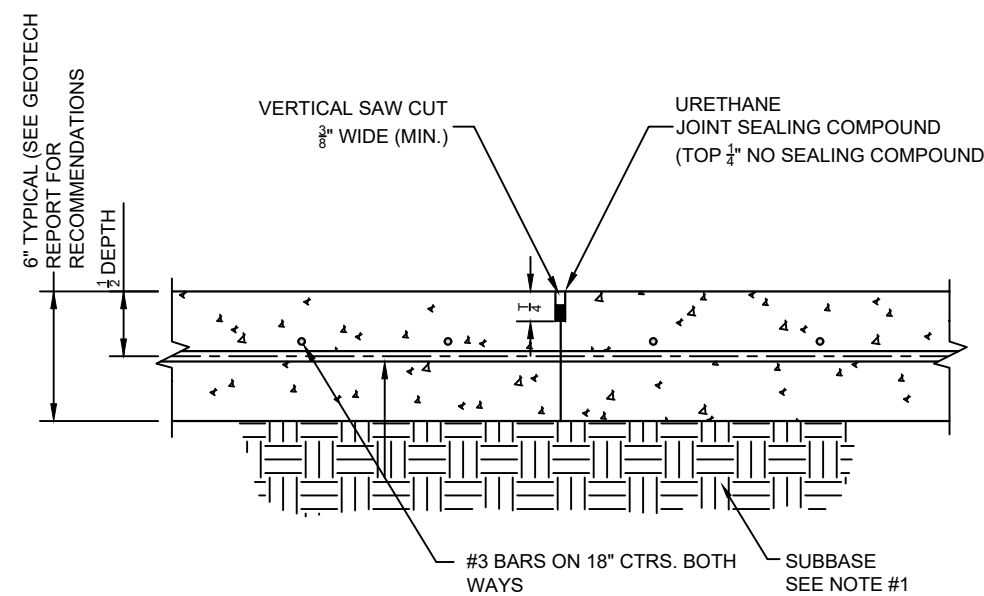
33 PAVEMENT EDGE DETAIL
C-4.1 NOT TO SCALE



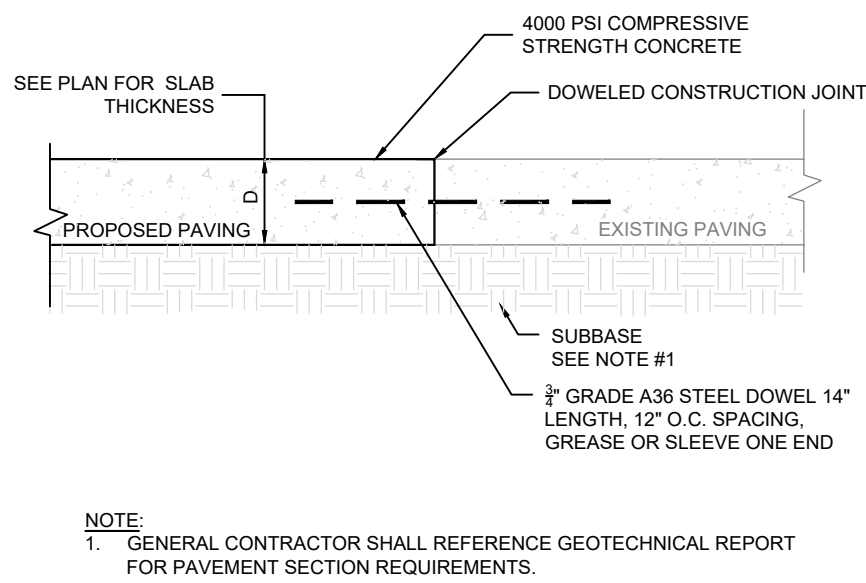
6 TRANSVERSE AND LONGITUDINAL CONTRACTION JOINT
C-4.1 NOT TO SCALE



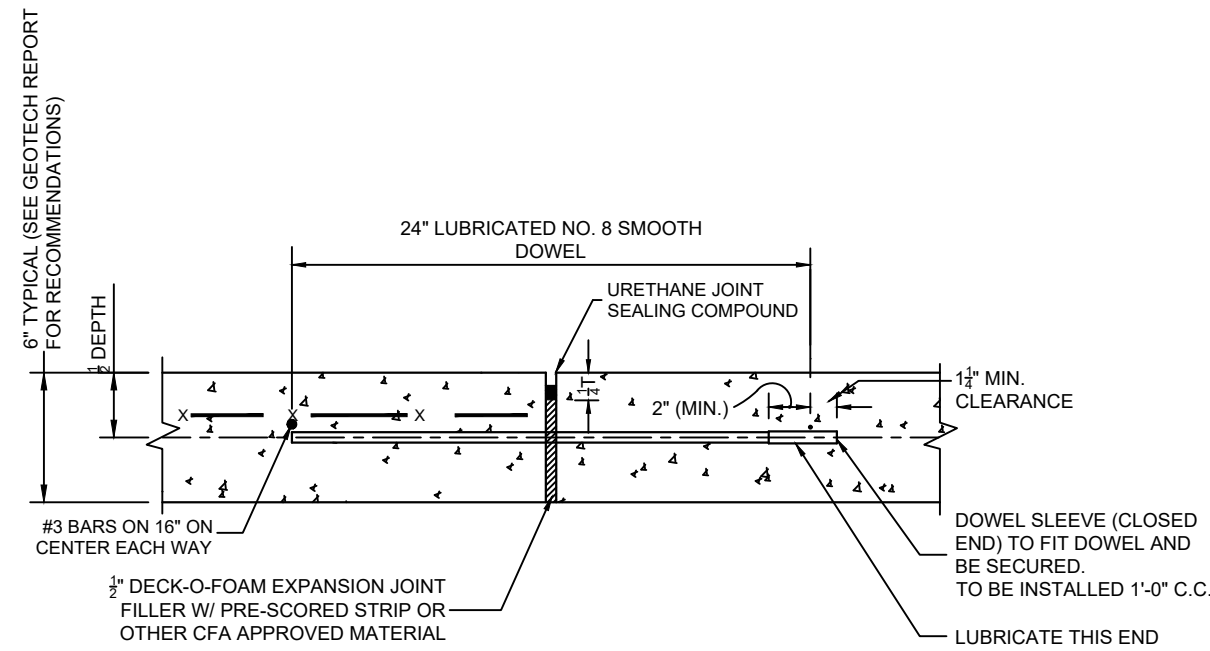
20 CONCRETE APRON AT TRASH ENCLOSURE
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5 CONTRACTION JOINT
C-4.1 NOT TO SCALE

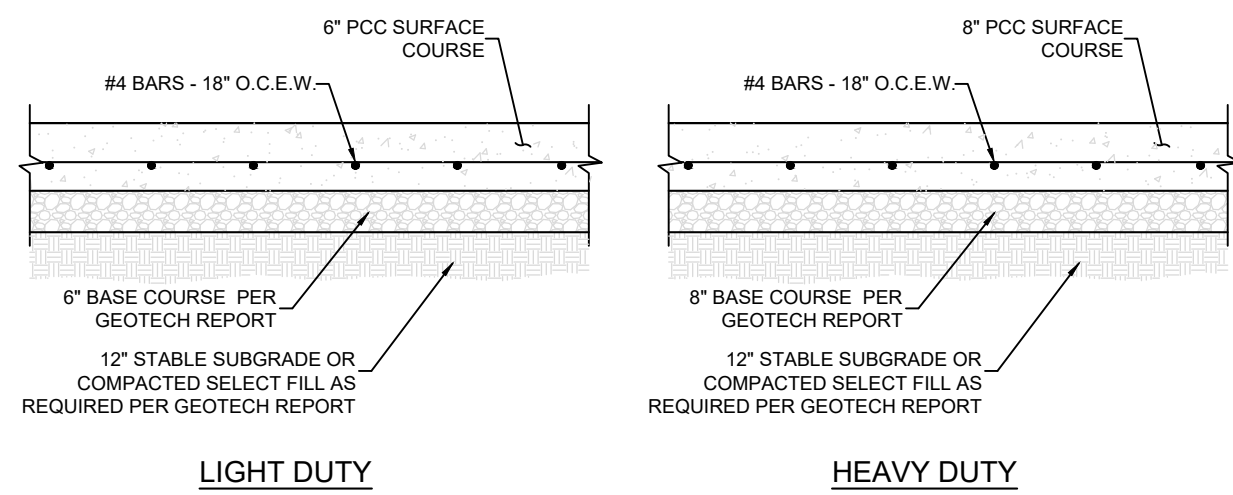


4 TRANSVERSE AND LONGITUDINAL DOWELED CONSTRUCTION JOINT
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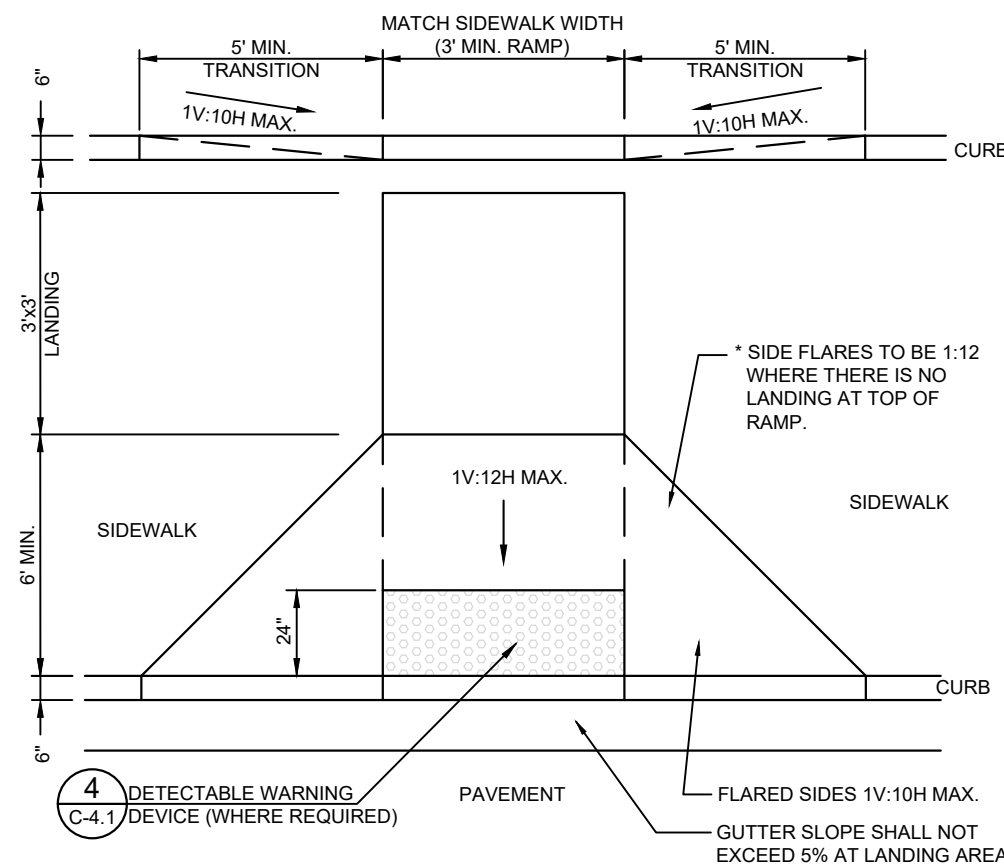


3 EXPANSION JOINT
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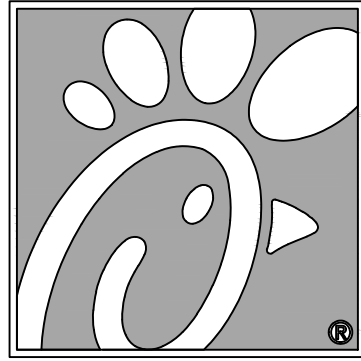
- NOTES:**
1. DESIGN PER GEOTECH REPORT BY **TERRACON CONSULTANTS, INC.**, DATED **AUGUST 19, 2019**.
 2. PAVEMENTS & SUBGRADES INCLUDING MATERIALS & COMPACTION SHALL MEET STANDARDS & SPECIFICATIONS OF THE GOVERNING DEPARTMENT OF TRANSPORTATION.
 3. JOINTING & SPACING SHALL BE PER CONCRETE JOINT DETAILS.
 4. CONCRETE SHALL HAVE A MIN. COMPRESSIVE STRENGTH OF 4,000 PSI @ 28 DAYS.



2 CONCRETE PAVEMENTS
C-4.1 NOT TO SCALE



1 CURB RAMP w/ FLARED SIDES
C-4.1 NOT TO SCALE

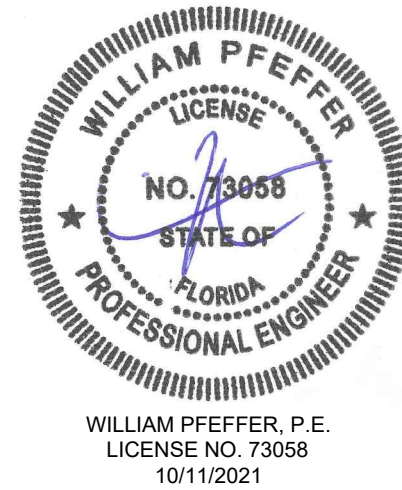


Chick-fil-A

5200 Buffington Rd.
Atlanta Georgia,
30349-2998

Bowman
CONSULTING
Certificate of Authorization License No. 30482
910 SE 17th St, Suite 300
Fort Lauderdale, FL 33316
Phone: (954) 314-8466
www.bowmanconsulting.com
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DESTIN RELOCATION
1021 HIGHWAY 98
DESTIN, FL 32541

FSU# 4796

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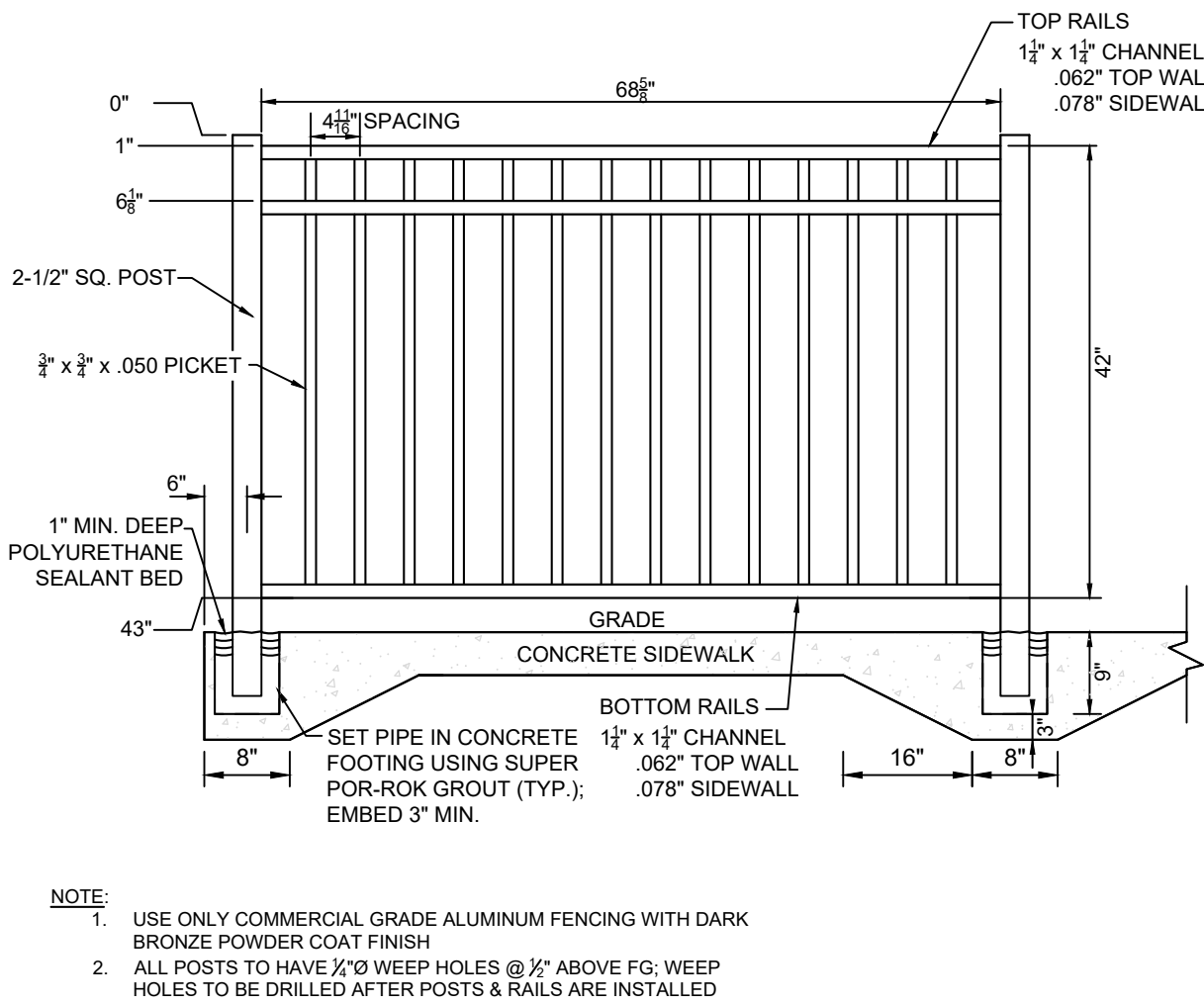
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SHEET
CFA STANDARD DETAILS

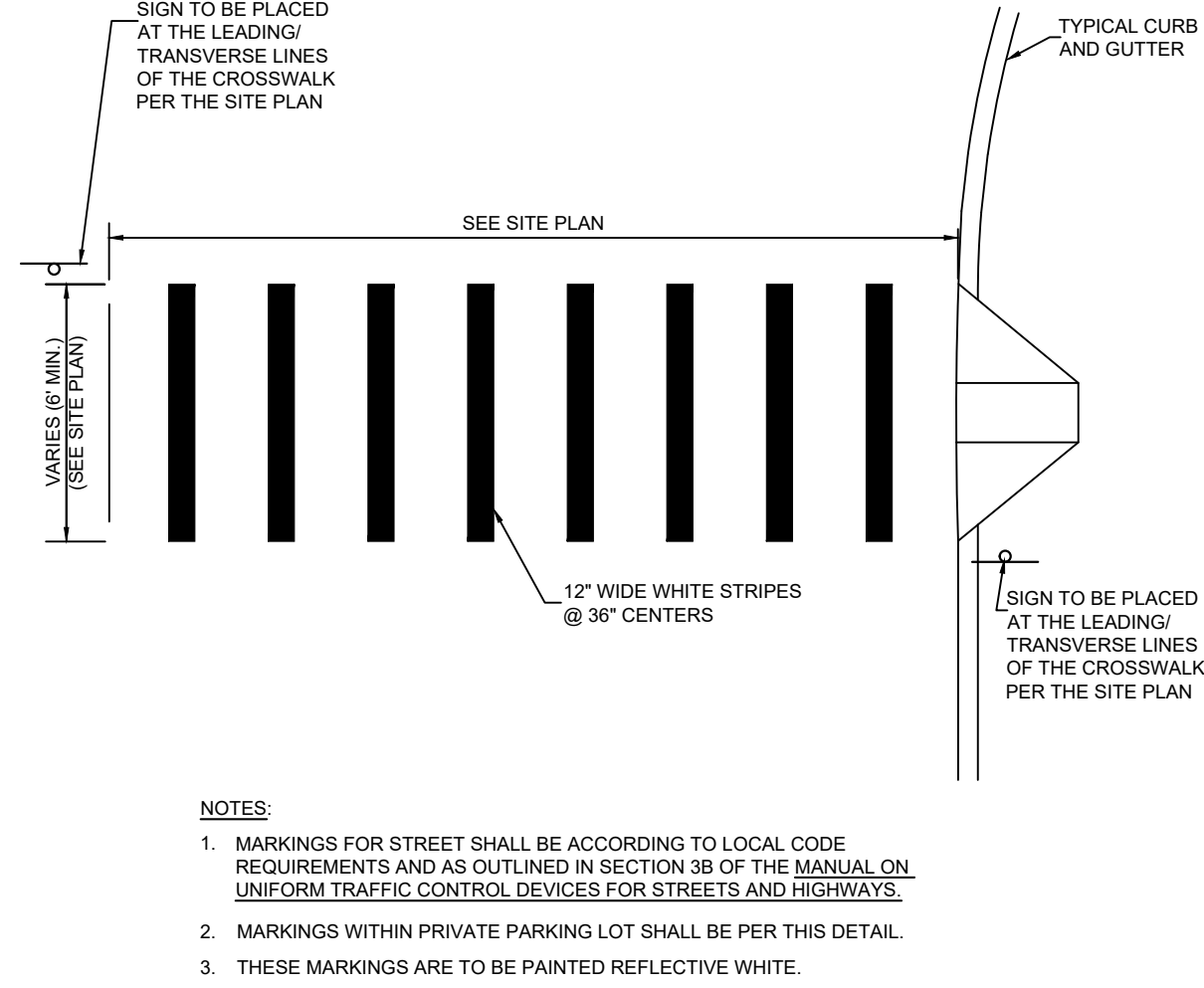
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C-4.1
(14 of 23)

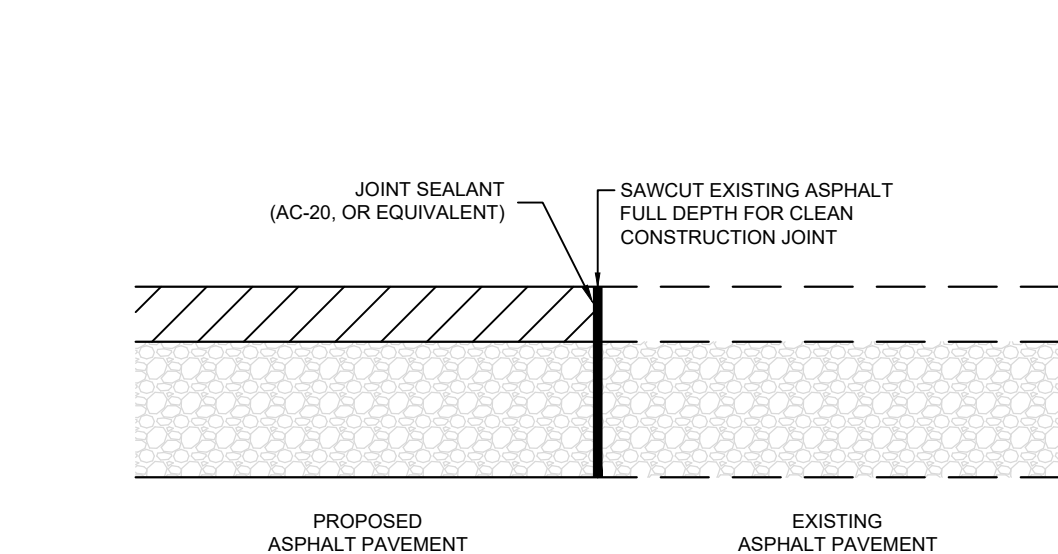
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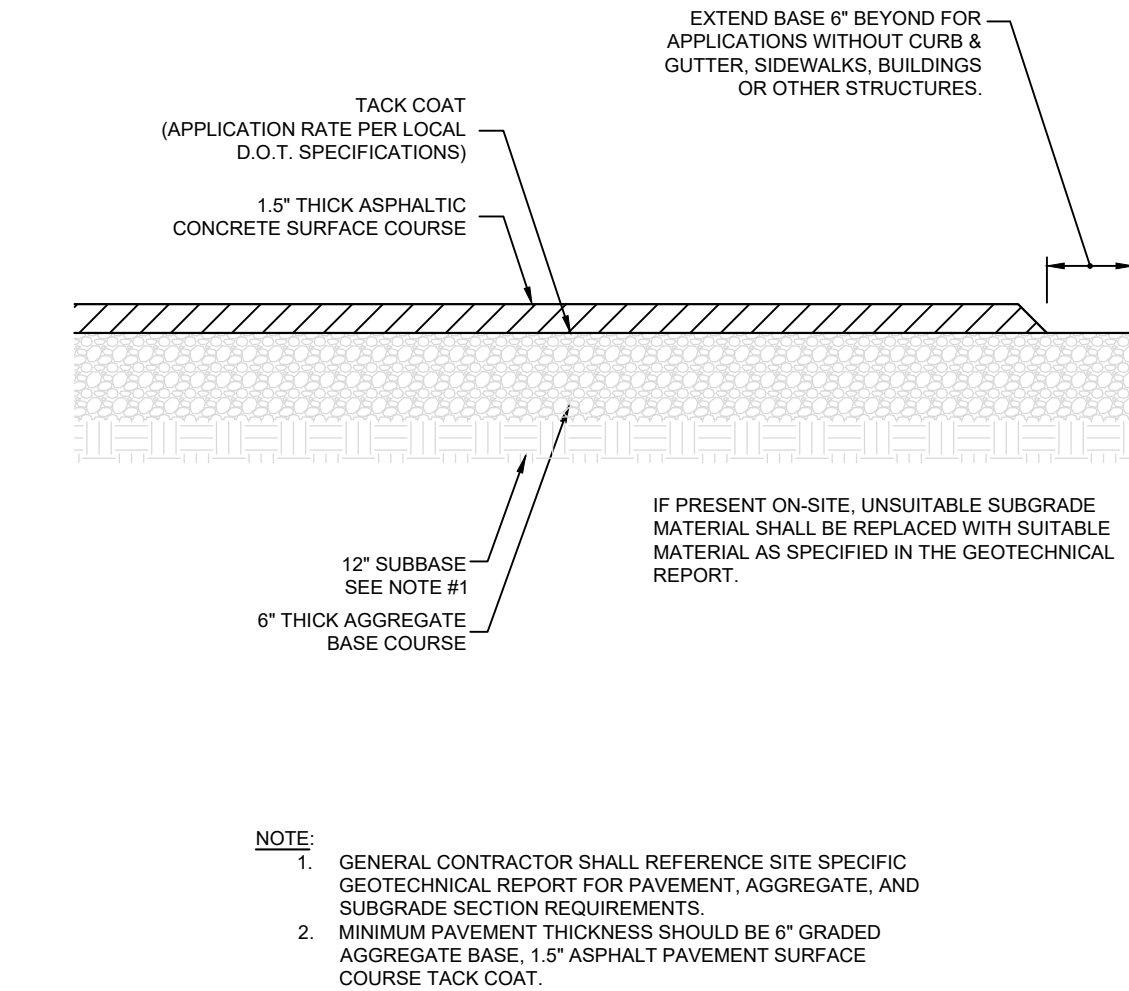
8 ALUMINUM HANDRAIL
C-4.2 NOT TO SCALE



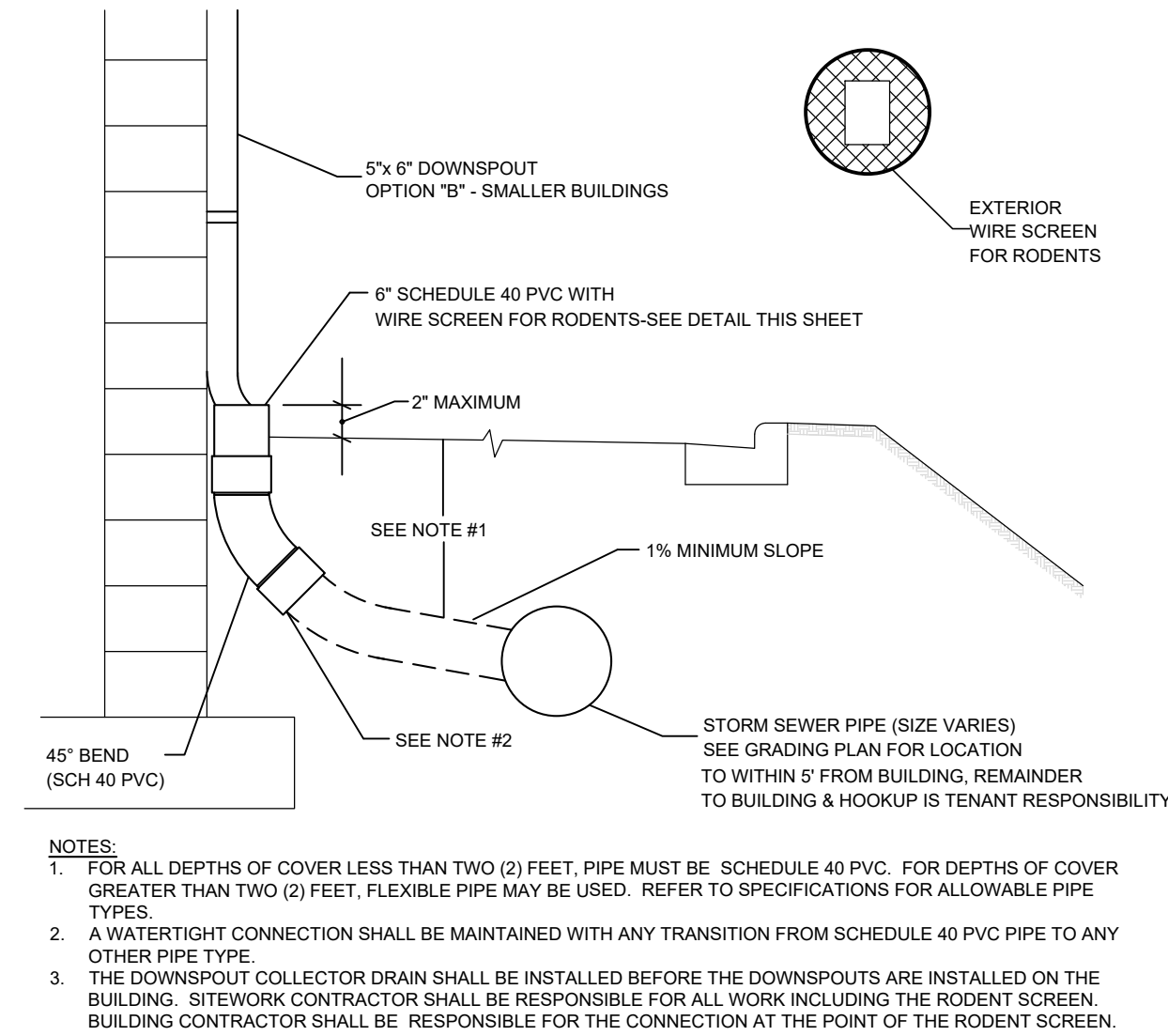
7 CROSSWALK MARKINGS
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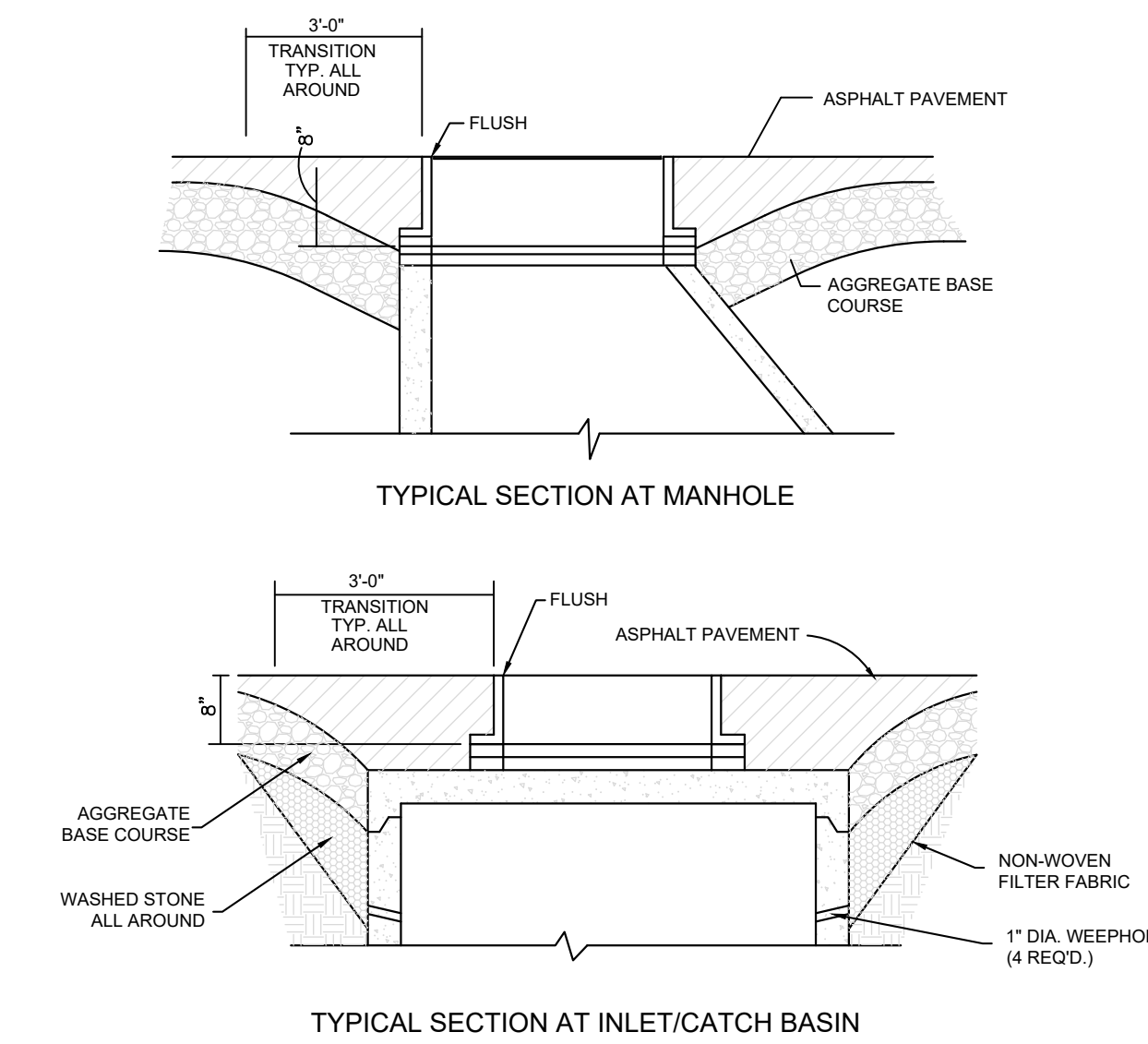
4 BUTT JOINT
C-4.2 NOT TO SCALE



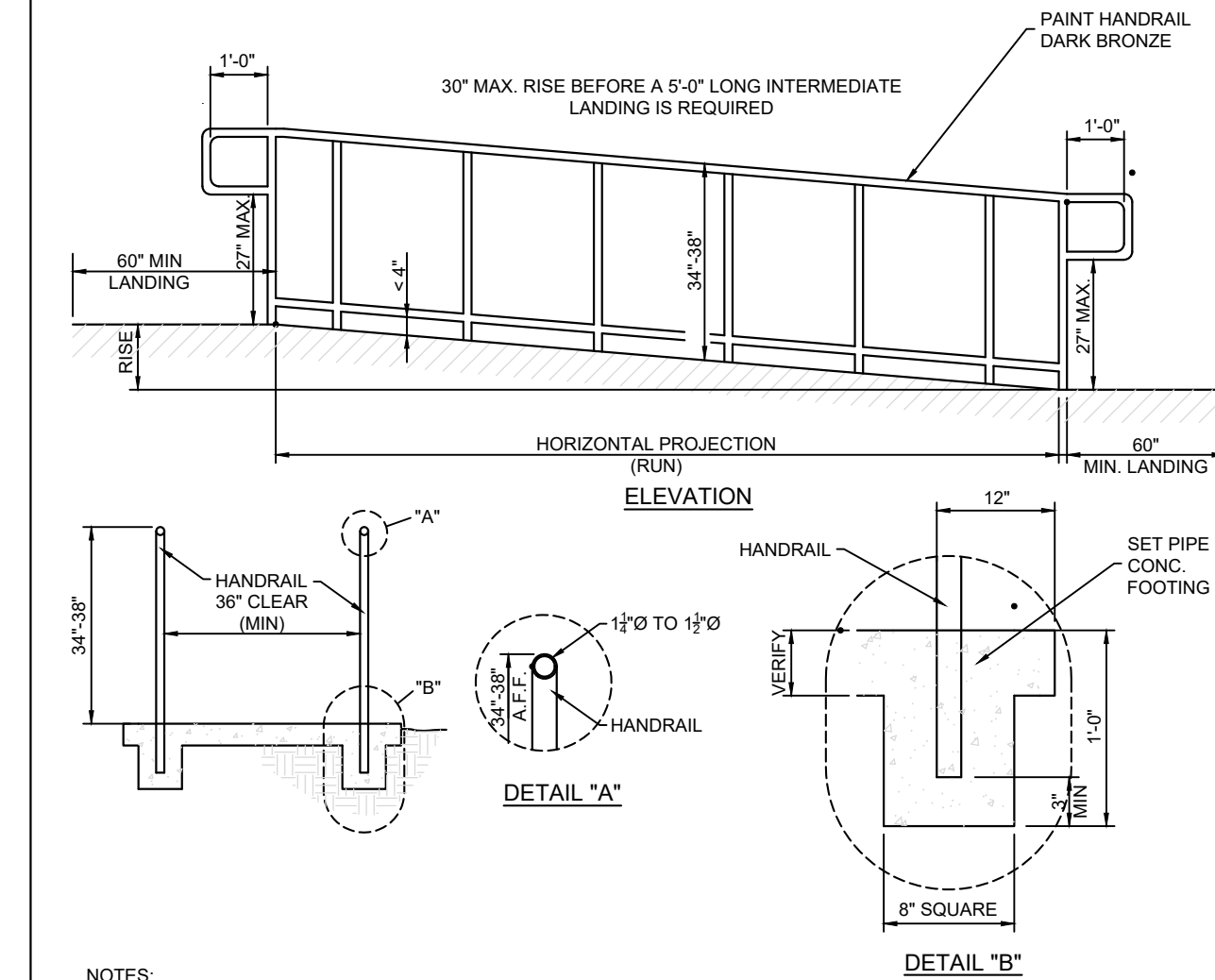
3 TYPICAL HMAc PAVEMENT SECTION
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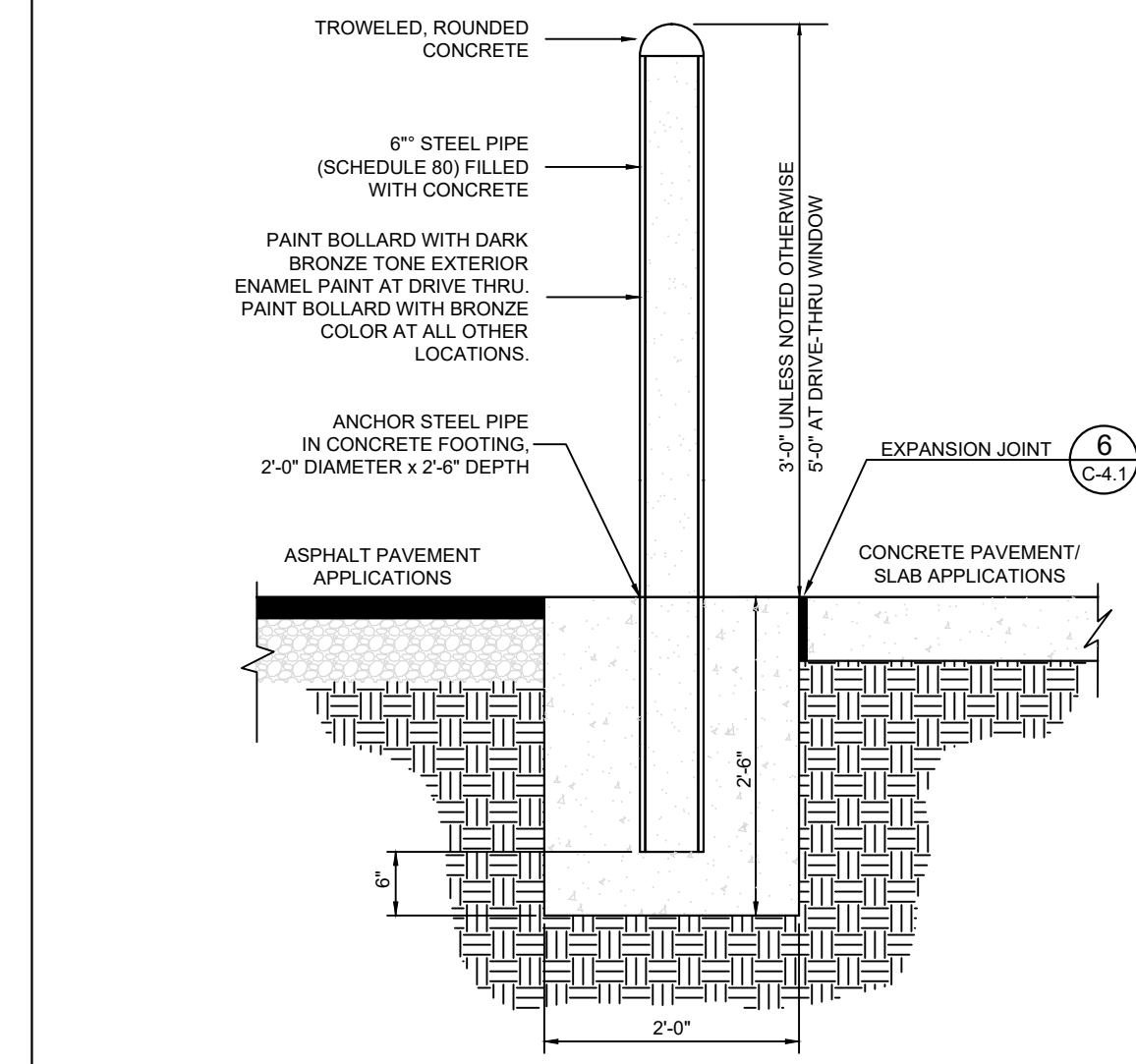
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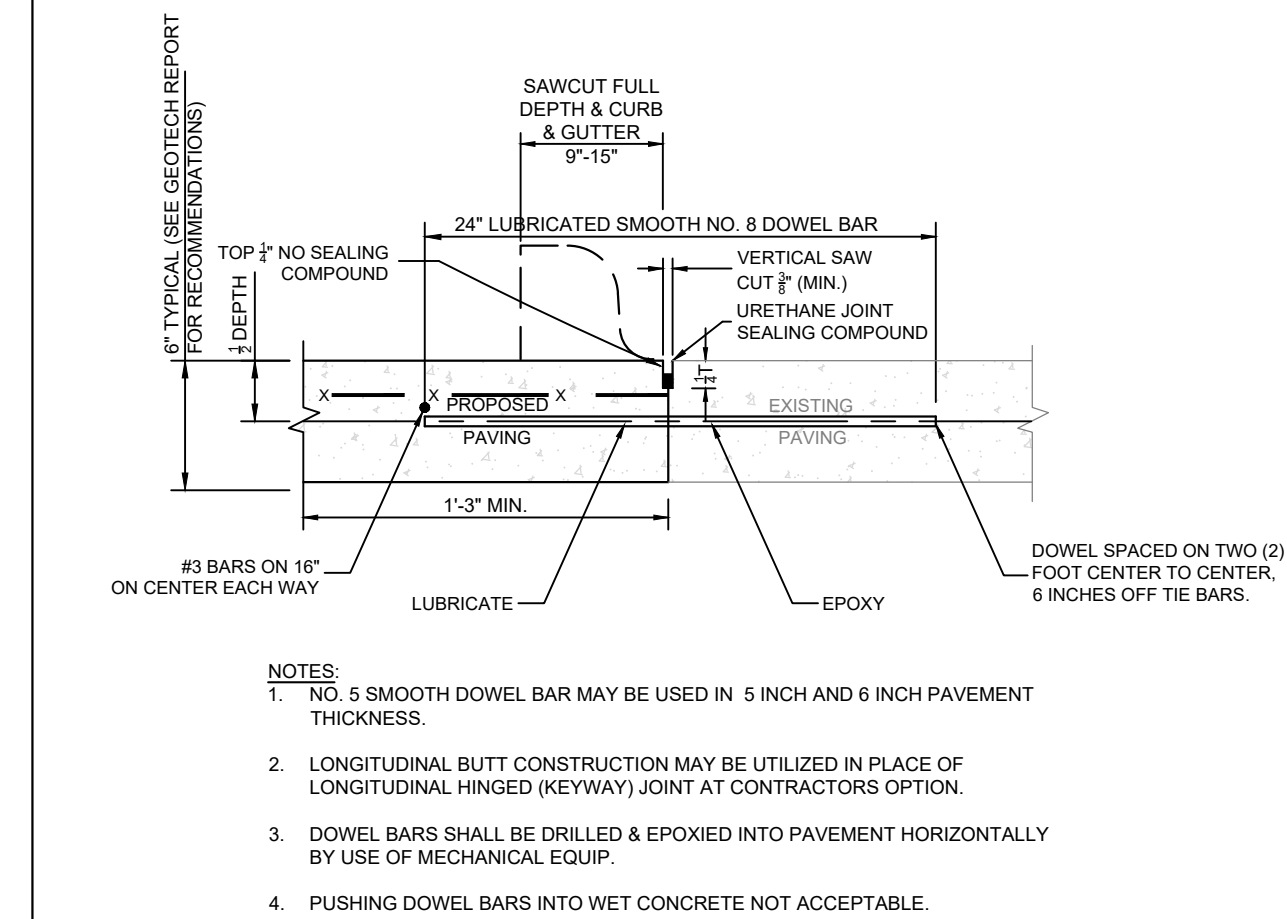
6 TYPICAL SECTION @ BASINS
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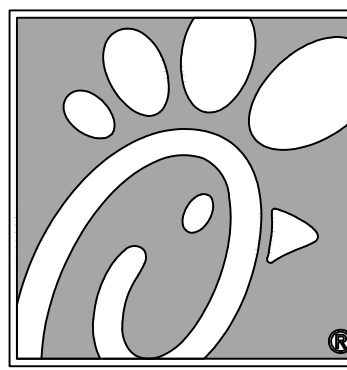
9 TYPICAL ADA RAMP & HANDRAIL
C-4.2 NOT TO SCALE



5 CONCRETE BOLLARD
C-4.2 NOT TO SCALE



1 LONGITUDINAL BUTT JOINT
C-4.2 NOT TO SCALE

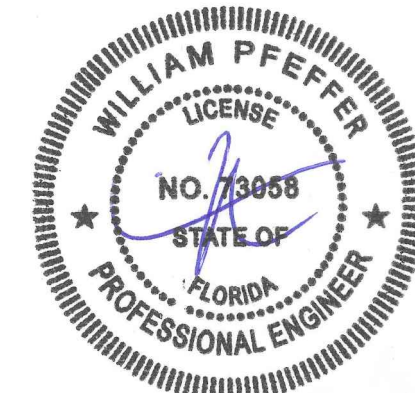


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CONSULTING

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910 SE 17th St, Suite 300
Fort Lauderdale, FL 33315
Phone: (954) 314-8466
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WILLIAM PFEFFER
P.E.
LICENSE NO. 73058
10/11/2021

CHICK-FIL-A
DESTIN RELOCATION
1021 HIGHWAY 98
DESTIN, FL 32541

FSU# 4796

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3	PERMIT	PROJECT #
4	10/11/2021	PRINTED FOR
5	RM	DATE
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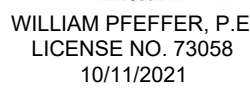
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DESTIN RELOCATION
1021 HIGHWAY 98
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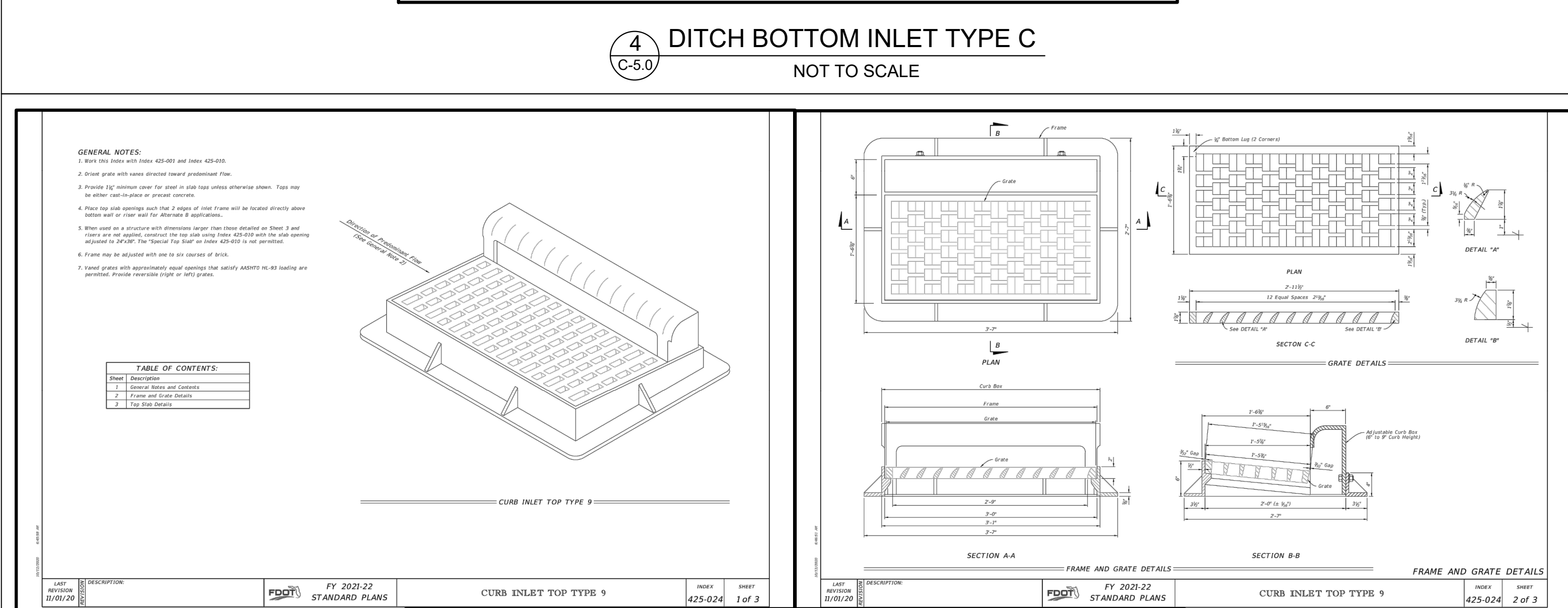
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SHEET

SITE AND DRAINAGE DETAILS

SITE AND DRAINAGE DETAILS

C-5.0
(17 of 23)



PROJECT INFORMATION	
ENGINEERED BY	EVAN BOWEN
PRODUCT MANAGER	470-701-1108 EVAN.BOWEN@ADSPIPE.COM
ADD SALES REP	RIO DROS 800-672-1608 RICHARD.DROS@ADSPIPE.COM
PROJECT NO.	525842



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FOR STORMTECH[™]
INSTRUCTIONS,
DOWNLOAD THE
INSTALLATION APP



CHICK-FIL-A DESTIN, FL

SC-160LP STORMTECH CHAMBER SPECIFICATIONS

- CHAMBERS SHALL BE STORMTECH SC-160LP.
- CHAMBERS SHALL BE ARCH-SHAPED AND SHALL BE MANUFACTURED FROM VIRGIN, IMPACT-MODIFIED POLYPROPYLENE COPOLYMERS.
- CHAMBERS SHALL MEET THE REQUIREMENTS OF ASTM F2418-16a, "STANDARD SPECIFICATION FOR POLYPROPYLENE (PP) CORRUGATED WALL STORMWATER COLLECTION CHAMBERS".
- CHAMBER ROWS SHALL PROVIDE CONTINUOUS, UNOBSTRUCTED INTERNAL SPACE WITH NO INTERNAL SUPPORTS THAT WOULD IMPEDE FLOW OR LIMIT ACCESS FOR INSPECTION.
- THE STRUCTURAL DESIGN OF THE CHAMBERS, THE STRUCTURAL BACKFILL, AND THE INSTALLATION REQUIREMENTS SHALL ENSURE THAT THE LOAD FACTORS SPECIFIED IN THE AASHTO FLEXIBLE BRIDGE DESIGN SPECIFICATIONS, SECTION 12.12 ARE MET FOR: 1) LONG-DURATION DEAD LOADS AND 2) SHORT-DURATION LIVE LOADS, BASED ON THE AASHTO DESIGN TRUCK WITH CONSIDERATION FOR IMPACT AND MULTIPLE VEHICLE PRESSIONS.
- CHAMBERS SHALL BE DESIGNED, TESTED AND ALLOWABLE LOAD CONFIGURATIONS DETERMINED IN ACCORDANCE WITH ASTM F2787, "STANDARD PRACTICE FOR STRUCTURAL DESIGN OF THERMOPLASTIC CORRUGATED WALL STORMWATER COLLECTION CHAMBERS". LOAD CONFIGURATIONS SHALL INCLUDE: 1) INSTANTANEOUS (<1 MIN) AASHTO DESIGN TRUCK LIVE LOAD ON MINIMUM COVER 2) MAXIMUM PERMANENT (75-YR) COVER LOAD AND 3) ALLOWABLE COVER WITH PARKED (1-WEEK) AASHTO DESIGN TRUCK.
- REQUIREMENTS FOR HANDLING AND INSTALLATION:
 - TO MAINTAIN THE WIDTH OF CHAMBERS DURING SHIPPING AND HANDLING, CHAMBERS SHALL HAVE INTEGRAL, INTERLOCKING STACKING LUGS.
 - TO ENSURE A SECURE JOINT DURING INSTALLATION AND BACKFILL, THE HEIGHT OF THE CHAMBER JOINT SHALL NOT BE LESS THAN 1".
 - TO ENSURE THE INTEGRITY OF THE ARCH SHAPE DURING INSTALLATION, a) THE ARCH STIFFNESS CONSTANT AS DEFINED IN SECTION 8.2.8 OF ASTM F2418 SHALL BE GREATER THAN OR EQUAL TO 400 LBS/IN² AND b) TO RESIST CHAMBER DEFORMATION DURING INSTALLATION AT ELEVATED TEMPERATURES (ABOVE 73° F / 23° C), CHAMBERS SHALL BE PRODUCED FROM REFLECTIVE GOLD OR YELLOW COLORS.
- ONLY CHAMBERS THAT ARE APPROVED BY THE SITE DESIGN ENGINEER WILL BE ALLOWED. UPON REQUEST BY THE SITE DESIGN ENGINEER OR OWNER, THE CHAMBER MANUFACTURER SHALL SUBMIT A STRUCTURAL EVALUATION FOR APPROVAL BEFORE DELIVERING CHAMBERS TO THE PROJECT SITE AS FOLLOWS:
 - THE STRUCTURAL EVALUATION SHALL BE SEALED BY A REGISTERED PROFESSIONAL ENGINEER.
 - THE STRUCTURAL EVALUATION SHALL DEMONSTRATE THAT THE SAFETY FACTORS ARE GREATER THAN OR EQUAL TO 1.56 FOR DEAD LOAD AND 1.75 FOR LIVE LOAD, THE MINIMUM REQUIRED BY ASTM F2787 AND BY SECTIONS 3 AND 12.12 OF THE AASHTO FLEXIBLE BRIDGE DESIGN SPECIFICATIONS FOR THERMOPLASTIC PIPE.
 - THE TEST DERIVED DEEP MODULUS AS SPECIFIED IN ASTM F2418 SHALL BE USED FOR PERMANENT DEAD LOAD DESIGN EXCEPT THAT IT SHALL BE THE 75-YEAR MODULUS USED FOR DESIGN.
- CHAMBERS AND END CAPS SHALL BE PRODUCED AT AN ISO 9001 CERTIFIED MANUFACTURING FACILITY.

IMPORTANT - NOTES FOR THE BIDDING AND INSTALLATION OF THE SC-160LP SYSTEM

- STORMTECH SC-160LP CHAMBERS SHALL NOT BE INSTALLED UNTIL THE MANUFACTURER'S REPRESENTATIVE HAS COMPLETED A PRE-CONSTRUCTION MEETING WITH THE INSTALLERS.
- STORMTECH SC-160LP CHAMBERS SHALL BE INSTALLED IN ACCORDANCE WITH THE "STORMTECH SC-160LP CONSTRUCTION GUIDE".
- FOUNDATION STONE AND EMBEDMENT STONE SURROUNDING CHAMBERS MUST BE A CLEAN, CRUSHED, ANGULAR STONE, AASHTO M43 #3, 3/4", 4", 487, 5, 56, OR 57.
- THE FOUNDATION STONE SHALL BE LEVELED AND COMPACTED PRIOR TO PLACING CHAMBERS.
- THE DEPTH OF FOUNDATION STONE SHALL BE DETERMINED BASED ON THE SUBGRADE BEARING CAPACITY PROVIDED BY THE SITE DESIGN ENGINEER.
- THE CONTRACTOR MUST REPORT ANY DISCREPANCIES CONCERNING CHAMBER FOUNDATION DESIGN AND SUBGRADE BEARING CAPACITIES TO THE SITE DESIGN ENGINEER.
- JOINTS BETWEEN CHAMBERS SHALL BE PROPERLY SEATED PRIOR TO PLACING STONE.
- CHAMBERS SHALL BE INSTALLED "TOE TO TOE". NO ADDITIONAL SPACING BETWEEN ROWS IS REQUIRED.
- STORMTECH RECOMMENDS A BACKFILL METHOD:
 - STONES/HOOTER LOCATED OFF THE CHAMBER BED.
 - BACKFILL AS ROWS ARE BUILT USING AN EXCAVATOR ON THE FOUNDATION STONE OR SUBGRADE.
 - BACKFILL FROM OUTSIDE THE EXCAVATION USING A LONG BOOM HOE OR EXCAVATOR.
- ADS RECOMMENDS THE USE OF "FLEXSTORM CATCH IT" INSERTS DURING CONSTRUCTION FOR ALL INLETS TO PROTECT THE SUBSURFACE STORMWATER MANAGEMENT SYSTEM FROM CONSTRUCTION SITE RUNOFF.

NOTES FOR CONSTRUCTION EQUIPMENT

- THE USE OF CONSTRUCTION EQUIPMENT OVER SC-160LP CHAMBERS IS LIMITED:
 - NO EQUIPMENT IS ALLOWED ON BARE CHAMBERS.
 - NO RUBBER TIED LOADERS, DUMP TRUCKS, OR EXCAVATORS ARE ALLOWED UNTIL PROPER FILL DEPTHS ARE REACHED IN ACCORDANCE WITH THE "STORMTECH SC-160LP CONSTRUCTION GUIDE".
 - WEIGHT LIMITS FOR CONSTRUCTION EQUIPMENT CAN BE FOUND IN THE "STORMTECH SC-160LP CONSTRUCTION GUIDE".
- FULL 360° (900 mm) OF STABILIZED COVER MATERIALS OVER THE CHAMBERS IS REQUIRED FOR DUMP TRUCK TRAVEL OR DUMPING.

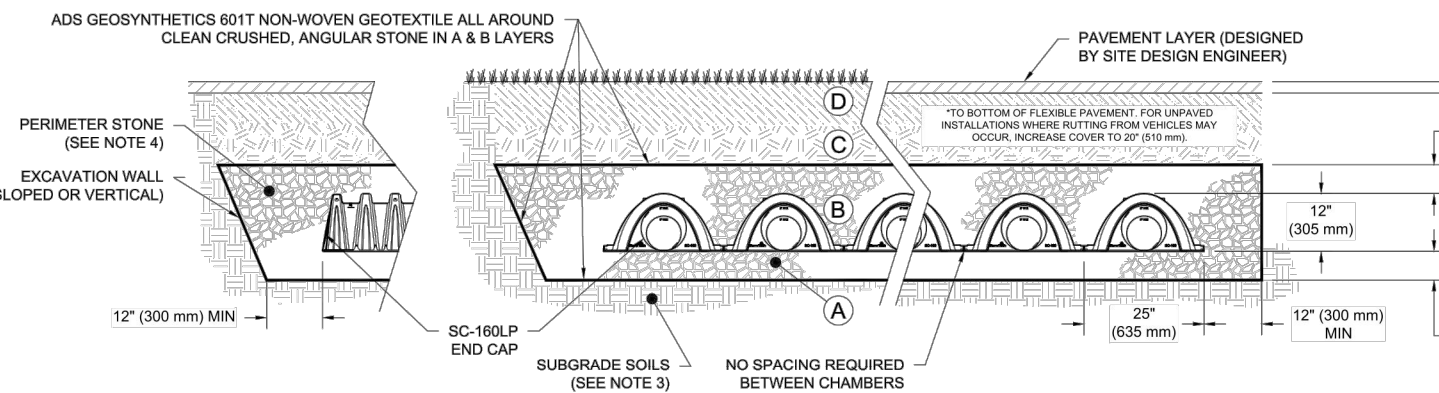
CONTACT STORMTECH AT 1-888-882-2694 WITH ANY QUESTIONS ON INSTALLATION REQUIREMENTS OR WEIGHT LIMITS FOR CONSTRUCTION EQUIPMENT.

ACCEPTABLE FILL MATERIALS: STORMTECH SC-160LP CHAMBER SYSTEMS

MATERIAL LOCATION	DESCRIPTION	AASHTO MATERIAL CLASSIFICATIONS	COMPACTION / DENSITY REQUIREMENT
D	FINAL FILL: FILL MATERIAL FOR LAYER "D" STARTS FROM THE TOP OF THE "C" LAYER TO THE BOTTOM OF FLEXIBLE PAVEMENT OR UNPAVED FINISHED SPACE ABOVE. NOTE THAT PAVEMENT SUBBASE MAY BE PART OF THE "D" LAYER.	N/A	PREPARE PER SITE DESIGN ENGINEER'S PLANS. PAVED INSTALLATIONS MAY HAVE STRINGENT MATERIAL AND PREPARATION REQUIREMENTS.
C	INITIAL FILL: FILL MATERIAL FOR LAYER "C" STARTS FROM THE TOP OF THE EMBEDMENT STONE ("E" LAYER) TO 1" (25 mm) ABOVE THE TOP OF THE CHAMBER. NOTE THAT PAVEMENT SUBBASE MAY BE A PART OF THE "C" LAYER.	AASHTO M43 ¹ A-1, A-2.4, A-3 OR AASHTO M43 ² 3, 357, 4, 467, 5, 56, 57, 6, 67, 68, 7, 78, 8, 88, 9, 10	BEGIN COMPACTIONS AFTER 1" (25 mm) OF MATERIAL OVER THE CHAMBERS IS REACHED. COMPACT ADDITIONAL LAYERS IN 1" (25 mm) MAX LIFTS TO A MIN. 98% PROCTOR DENSITY FOR WELL GRADED MATERIAL AND 96% RELATIVE DENSITY FOR PROCESSSED AGGREGATE MATERIALS. ROLLER GROSS VEHICLE WEIGHT NOT TO EXCEED 12,000 lbs (60 kN). DYNAMIC FORCE NOT TO EXCEED 20,000 lbs (90 kN).
B	EMBEDMENT STONE: FILL SURROUNDING THE CHAMBERS FROM THE FOUNDATION STONE ("A" LAYER) TO THE "C" LAYER ABOVE.	AASHTO M43 ¹ 3, 357, 4, 467, 5, 56, 57	NO COMPACTION REQUIRED.
A	FOUNDATION STONE: FILL BELOW CHAMBERS FROM THE SUBGRADE UP TO THE FOOT (BOTTOM) OF THE CHAMBER.	AASHTO M43 ² 3, 357, 4, 467, 5, 56, 57	PLATE COMPACT OR ROLL TO ACHIEVE A FLAT SURFACE. ^{2,3}

PLEASE NOTE:

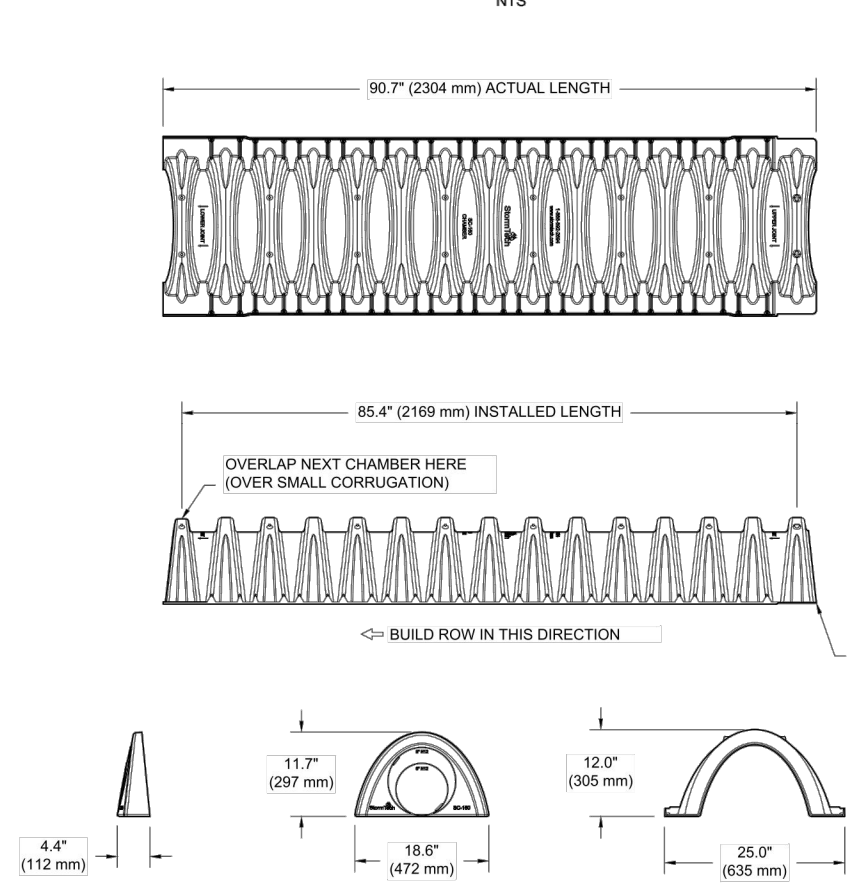
- THE LISTED AASHTO DESIGNATIONS ARE FOR GRADATIONS ONLY. THE STONE MUST ALSO BE CLEAN, CRUSHED, ANGULAR, FOR EXAMPLE, A SPECIFICATION FOR #4 STONE WOULD STATE: "CLEAN, CRUSHED, ANGULAR NO. 4 (AASHTO M43) STONE".
- STORMTECH COMPACTION REQUIREMENTS ARE MET FOR "A" LOCATION MATERIALS WHEN PLACED AND COMPACTED IN 1" (25 mm) MAX LIFTS USING TWO FULL COVERAGES WITH A VIBRATORY COMPACTOR.
- WHERE INSTALLATION SURFACES MAY BE COMPROMISED BY COMPACTION, FOR STANDARD DESIGN LOAD CONDITIONS, A FLAT SURFACE MAY BE ACHIEVED BY BAKING OR DRAGGING WITHOUT COMPACTION EQUIPMENT. FOR SPECIAL LOAD DESIGNS, CONTACT STORMTECH FOR COMPACTION REQUIREMENTS.
- ONCE LAYER "C" IS PLACED, ANY SOIL/MATERIAL CAN BE PLACED IN LAYER "D" UP TO THE FINISHED GRADE. MOST PAVEMENT SUBBASE SOILS CAN BE USED TO REPLACE THE MATERIAL REQUIREMENTS OF LAYER "D" OR "C" AT THE SITE DESIGN ENGINEER'S DISCRETION.



NOTES:

- CHAMBERS SHALL MEET THE REQUIREMENTS OF ASTM F2418-16a, "STANDARD SPECIFICATION FOR POLYPROPYLENE (PP) CORRUGATED WALL STORMWATER COLLECTION CHAMBERS".
- CHAMBERS SHALL BE DESIGNED, TESTED AND ALLOWABLE LOAD CONFIGURATIONS DETERMINED IN ACCORDANCE WITH ASTM F2787, "STANDARD PRACTICE FOR STRUCTURAL DESIGN OF THERMOPLASTIC CORRUGATED WALL STORMWATER COLLECTION CHAMBERS". LOAD CONFIGURATIONS SHALL INCLUDE: 1) INSTANTANEOUS (<1 MIN) AASHTO DESIGN TRUCK LIVE LOAD ON MINIMUM COVER 2) MAXIMUM PERMANENT (75-YR) COVER LOAD AND 3) ALLOWABLE COVER WITH PARKED (1-WEEK) AASHTO DESIGN TRUCK.
- THE SITE DESIGN ENGINEER IS RESPONSIBLE FOR ASSESSING THE BEARING RESISTANCE (ALLOWABLE BEARING CAPACITY) OF THE SUBGRADE SOILS AND THE DEPTH OF FOUNDATION STONE WITH CONSIDERATION FOR THE RANGE OF EXPECTED SOIL MOISTURE CONDITIONS.
- PERIMETER STONE MUST BE EXTENDED HORIZONTALLY TO THE EXCAVATION WALL FOR BOTH VERTICAL AND SLOPED EXCAVATION WALLS.
- REQUIREMENTS FOR HANDLING AND INSTALLATION:
 - TO MAINTAIN THE WIDTH OF CHAMBERS DURING SHIPPING AND HANDLING, CHAMBERS SHALL HAVE INTEGRAL, INTERLOCKING STACKING LUGS.
 - TO ENSURE A SECURE JOINT DURING INSTALLATION AND BACKFILL, THE HEIGHT OF THE CHAMBER JOINT SHALL NOT BE LESS THAN 1".
 - TO ENSURE THE INTEGRITY OF THE ARCH SHAPE DURING INSTALLATION, a) THE ARCH STIFFNESS CONSTANT AS DEFINED IN SECTION 8.2.8 OF ASTM F2418 SHALL BE GREATER THAN OR EQUAL TO 400 LBS/IN² AND b) TO RESIST CHAMBER DEFORMATION DURING INSTALLATION AT ELEVATED TEMPERATURES (ABOVE 73° F / 23° C), CHAMBERS SHALL BE PRODUCED FROM REFLECTIVE GOLD OR YELLOW COLORS.

SC-160LP TECHNICAL SPECIFICATION



NOMINAL CHAMBER SPECIFICATIONS		
SIZE (W X H X INSTALLED LENGTH)	25.0" X 12.0" X 85.4"	(635 mm X 305 mm X 2169 mm)
CHAMBER STORAGE	6.85 CUBIC FEET	(0.19 m³)
MINIMUM INSTALLED STORAGE*	16.0 CUBIC FEET	(0.45 m³)
WEIGHT	24.0 lbs.	(10.9 kg)

*ASSUMES 1\"/>

PART #	STUB	A
SC160EPP	6" (150 mm)	0.66" (16 mm)
	8" (200 mm)	0.80" (20 mm)
SC160EPP08	8" (200 mm)	0.96" (24 mm)

ALL STUBS ARE PLACED AT BOTTOM OF END CAP SUCH THAT THE OUTSIDE DIAMETER OF THE STUB IS FLUSH WITH THE BOTTOM OF THE END CAP. FOR ADDITIONAL INFORMATION CONTACT STORMTECH AT 1-888-882-2694.

NOTE: ALL DIMENSIONS ARE NOMINAL.



FINISH GROUND EL. 15.33' (MIN.)

PAVEMENT SECTION (SEE DETAIL SHEET C-4.2)

TOP OF STONE EL. 14.50'

STORMTECH CHAMBERS

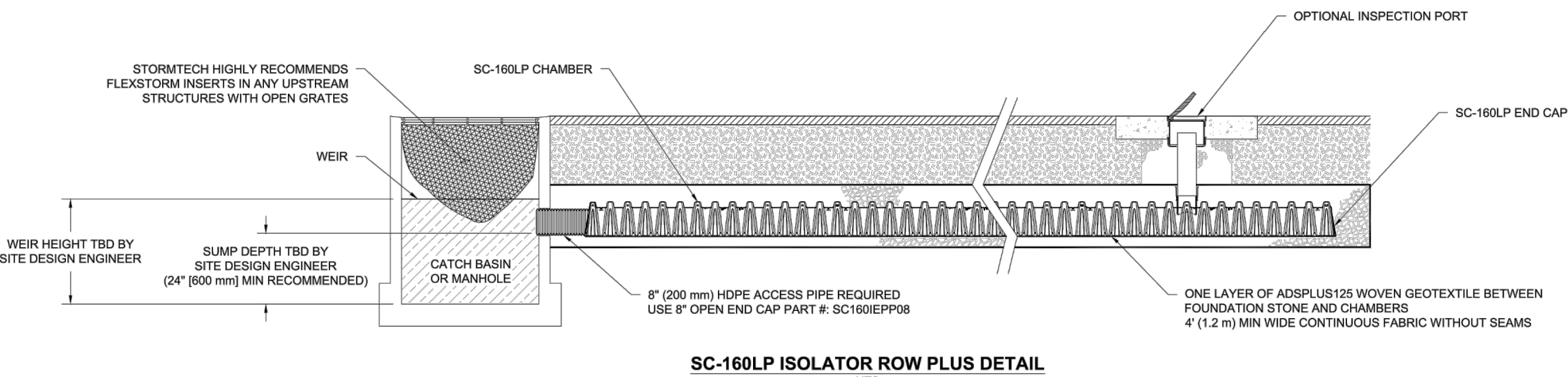
BOTTOM OF STONE EL. 12.50'

SHWL EL. 11.00'

NOTES:

- BACKFILL SAND TO HAVE A USCS CLASSIFICATION OF SP-5/SB AND A MINIMUM SATURATED VERTICAL HYDRAULIC CONDUCTIVITY OF 3 FEET/DAY.

1 C-51 STORMTECH DETAIL (SC-160LP CHAMBERS) NOT TO SCALE



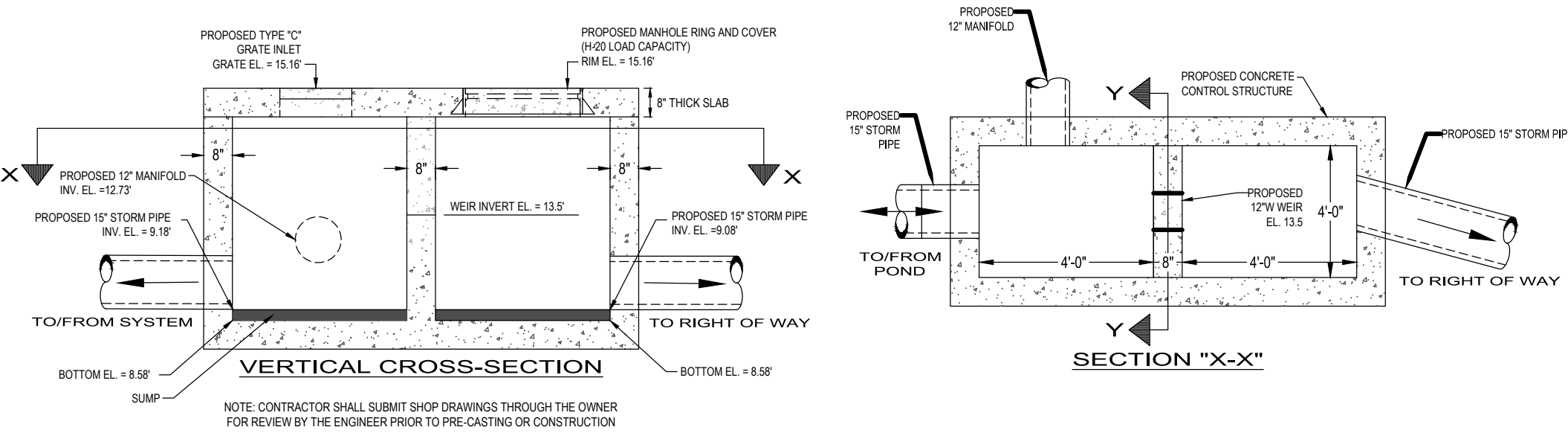
SC-160LP ISOLATOR ROW PLUS DETAIL

INSPECTION & MAINTENANCE

- INSPECT ISOLATOR ROW PLUS FOR SEDIMENT:
 - INSPECTION PORTS (IF PRESENT).
 - REMOVE AND CLEAN FLEXSTORM FILTER IF INSTALLED.
 - USING A FLASK/LIGHT, INSPECT DOWN THE ISOLATOR ROW PLUS THROUGH OUTLET PIPE.
 - IF SEDIMENT IS AT, OR ABOVE, 2\"/>
- CLEAN OUT ISOLATOR ROW PLUS USING THE JETVAC PROCESS:
 - A JETVAC CLEANING NOZZLE WITH REAR FACING SPRAY OF 40\"/>
- REPLACE ALL COVERS, GRATES, FILTERS, AND LIDS, RECORD OBSERVATIONS AND ACTIONS.
- INSPECT AND CLEAN BASINS AND MANHOLES UPSTREAM OF THE STORMTECH SYSTEM.

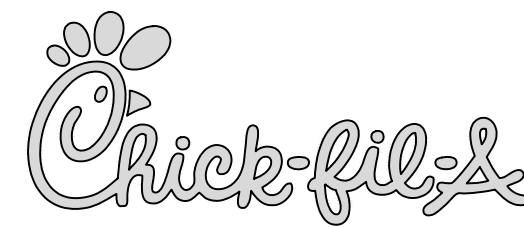
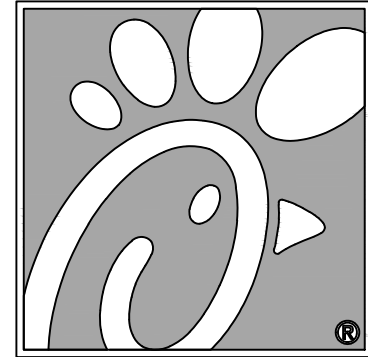
NOTES

- INSPECT EVERY 6 MONTHS DURING THE FIRST YEAR OF OPERATION, ADJUST THE INSPECTION INTERVAL BASED ON PREVIOUS OBSERVATIONS OF SEDIMENT ACCUMULATION AND HIGH WATER ELEVATIONS.
- CONDUCT JETTING AND VACTORING ANNUALLY OR WHEN INSPECTION SHOWS THAT MAINTENANCE IS NECESSARY.



CS-2 :MODIFIED TYPE H STRUCTURE CONTROL STRUCTURE (CS) DETAIL NOT TO SCALE

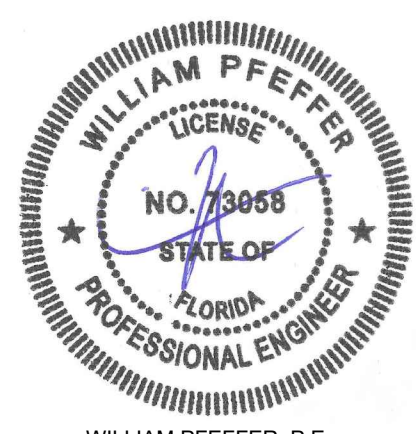
2 C-51



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WILLIAM PFEFFER, P.E.
LICENSE NO. 73058
10/11/2021

CHICK-FIL-A DESTIN RELOCATION 1021 HIGHWAY 98 DESTIN, FL 32541

FSU# 4796

REVISION SCHEDULE	NO.	DATE	DESCRIPTION
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(18 of 23)

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PROPOSED LAYOUT

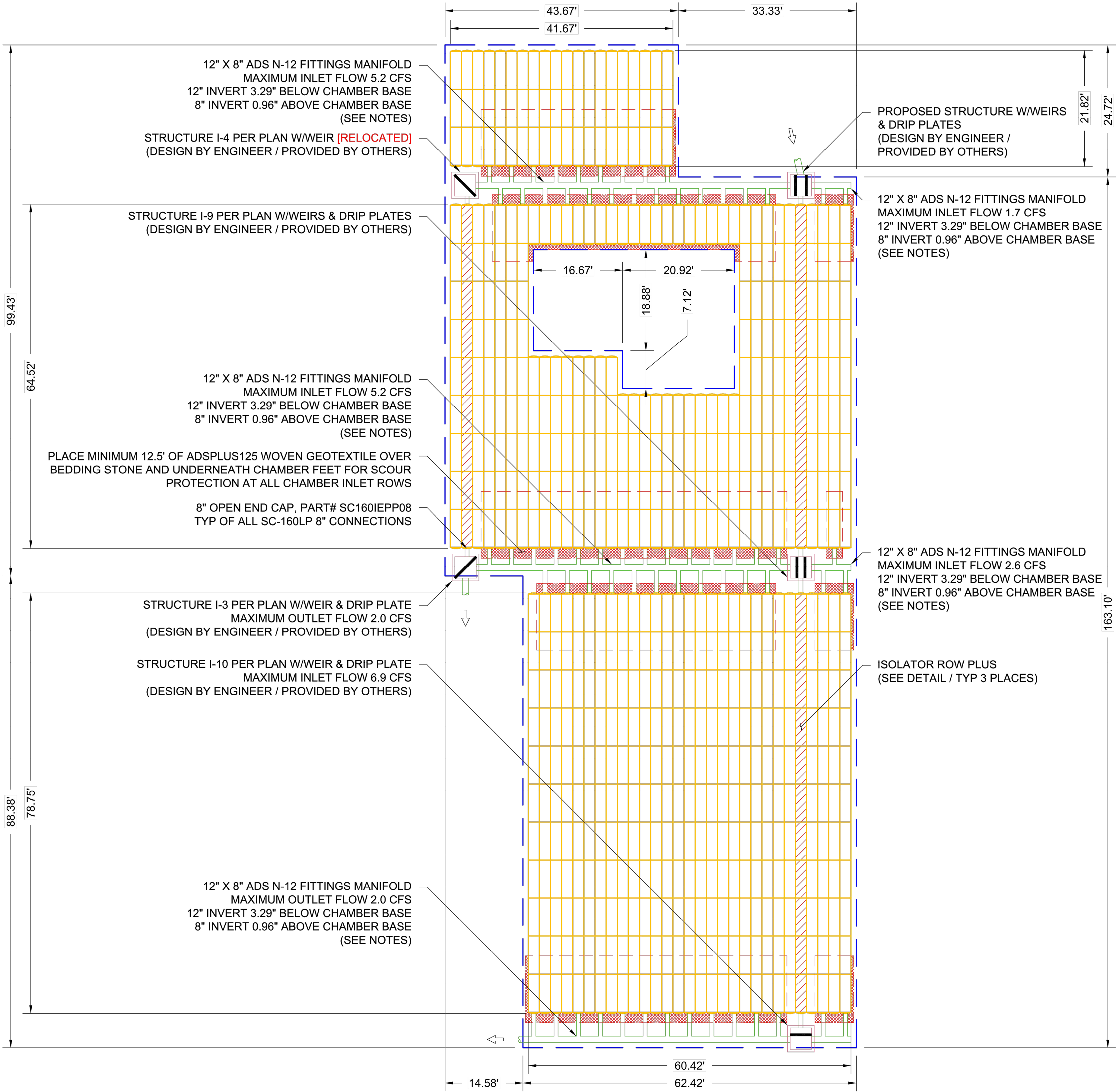
635	STORMTECH SC-160LP CHAMBERS
208	STORMTECH SC-160LP END CAPS
6	STONE ABOVE (in)
6	STONE BELOW (in)
40	% STONE VOID
11802	INSTALLED SYSTEM VOLUME (CF) (PERIMETER STONE INCLUDED)
11490	SYSTEM AREA (ft²)
657	SYSTEM PERIMETER (ft)

PROPOSED ELEVATIONS

24.00	MAXIMUM ALLOWABLE GRADE (TOP OF PAVEMENT/UNPAVED)
15.67	MINIMUM ALLOWABLE GRADE (UNPAVED WITH TRAFFIC)
15.17	MINIMUM ALLOWABLE GRADE (UNPAVED NO TRAFFIC)
15.17	MINIMUM ALLOWABLE GRADE (BASE OF FLEXIBLE PAVEMENT)
15.17	MINIMUM ALLOWABLE GRADE (TOP OF RIGID PAVEMENT)
14.50	TOP OF STONE
14.00	TOP OF SC-160LP CHAMBER
13.08	8" ISOLATOR ROW PLUS CONNECTION INVERT
13.08	12" X 8" MANIFOLD (8" PIPE INVERT)
13.00	BOTTOM OF SC-160LP CHAMBER
12.73	12" X 8" MANIFOLD (12" PIPE INVERT)
12.50	UNDERDRAIN INVERT
12.50	BOTTOM OF STONE

NOTES

- MANIFOLD SIZE TO BE DETERMINED BY SITE DESIGN ENGINEER. SEE TECHNICAL NOTE 6.32 FOR MANIFOLD SIZING GUIDANCE.
- DUE TO THE ADAPTATION OF THIS CHAMBER SYSTEM TO SPECIFIC SITE AND DESIGN CONSTRAINTS, IT MAY BE NECESSARY TO CUT AND COUPLE ADDITIONAL PIPE TO STANDARD MANIFOLD COMPONENTS IN THE FIELD.
- THE SITE DESIGN ENGINEER MUST REVIEW ELEVATIONS AND IF NECESSARY ADJUST GRADING TO ENSURE THE CHAMBER COVER REQUIREMENTS ARE MET.
- THIS CHAMBER SYSTEM WAS DESIGNED WITHOUT SITE-SPECIFIC INFORMATION ON SOIL CONDITIONS OR BEARING CAPACITY. THE SITE DESIGN ENGINEER IS RESPONSIBLE FOR DETERMINING THE SUITABILITY OF THE SOIL AND PROVIDING THE BEARING CAPACITY OF THE INSITU SOILS. THE BASE STONE DEPTH MAY BE INCREASED OR DECREASED ONCE THIS INFORMATION IS PROVIDED.
- NOT FOR CONSTRUCTION: THIS LAYOUT IS FOR DIMENSIONAL PURPOSES ONLY TO PROVE CONCEPT & THE REQUIRED STORAGE VOLUME CAN BE ACHIEVED ON SITE.



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DESTIN, FL

DATE: 08-19-21

DRAWN: RSG

CHECKED: AGC

PROJECT #: S253842

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Chamber System

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ADS

4640 TRUEMAN BLVD
HILLIARD, OH 43026

0 20' 40'

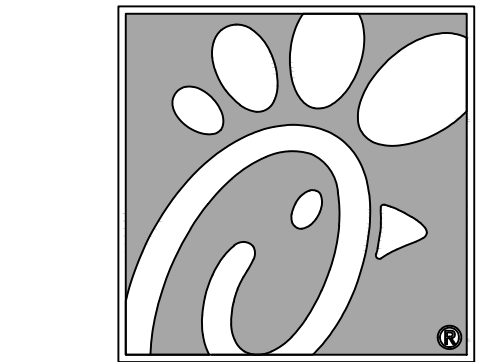
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SHEET

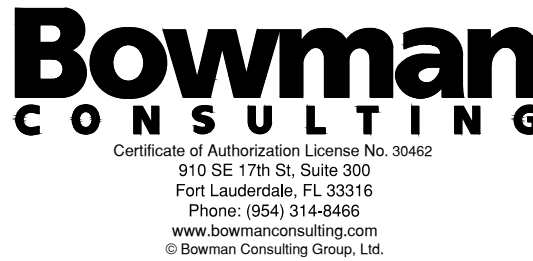
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5

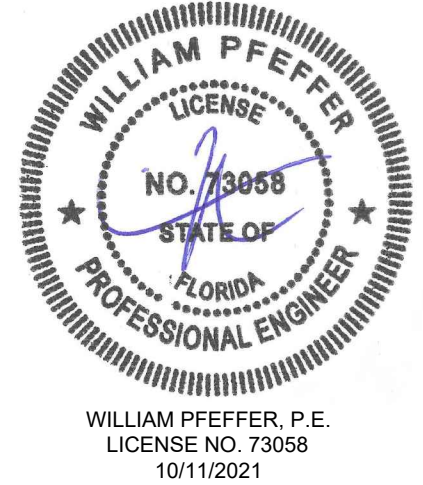
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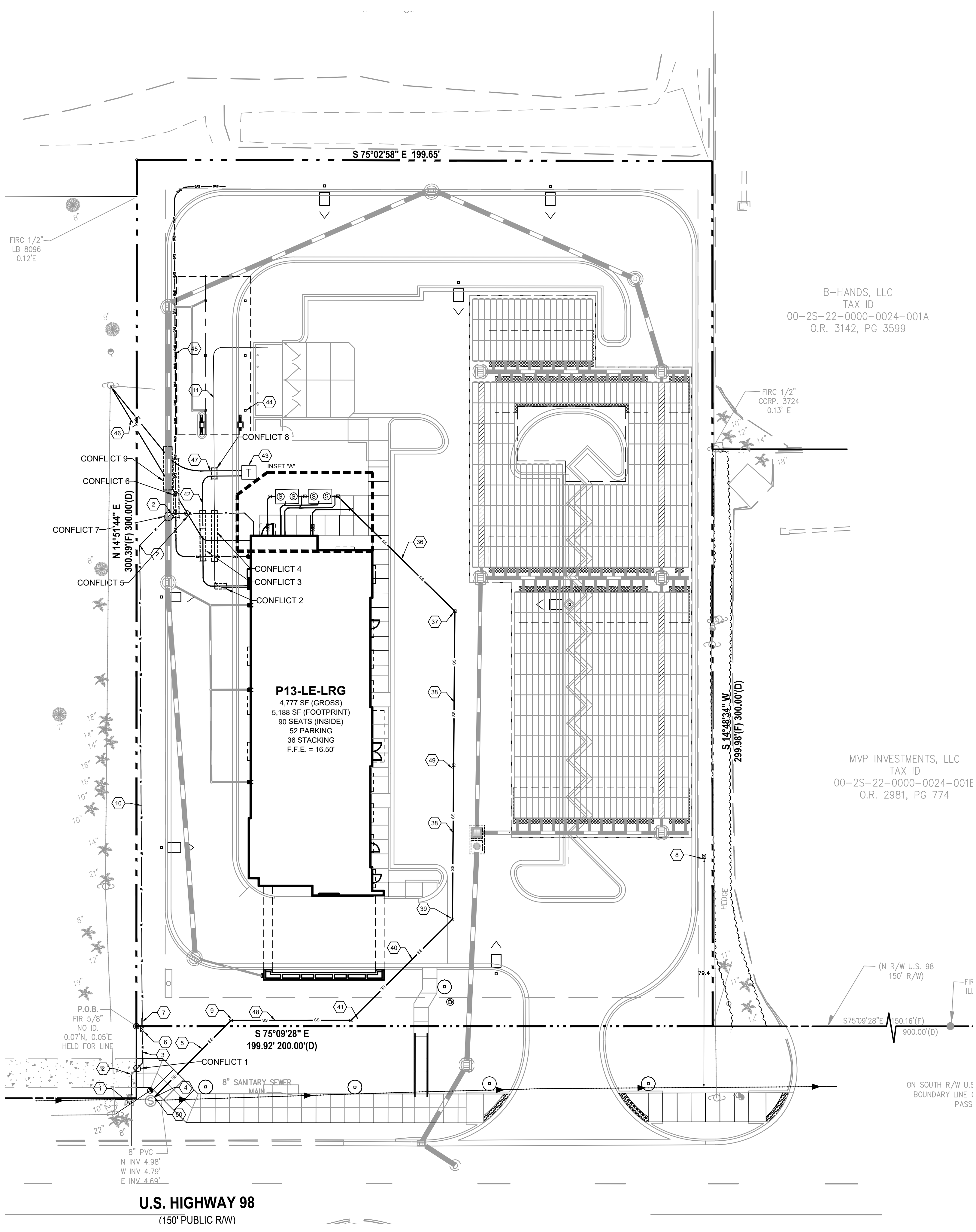
REVISION SCHEDULE		
NO.	DATE	DESCRIPTION
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2	2017-02-29	NOTE APPLIED
3	2017-02-29	PROJECT #
4	2017-02-29	PRINTED FOR
5	2017-02-29	PERMIT
6	2017-02-29	DATE
7	2017-02-29	DRAWN BY
8	2017-02-29	RM

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SITE AND DRAINAGE DETAILS

SHEET NUMBER
C-5.2

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GENERAL UTILITY NOTES

1. CONTRACTOR SHALL PROTECT ALL EXISTING UTILITIES AND IS RESPONSIBLE TO REPAIR ANY DAMAGE TO EXISTING UTILITIES DURING CONSTRUCTION AT NO COST TO THE OWNER.
2. ALL UTILITIES ARE SHOWN FROM INFORMATION GATHERED AND SHOULD NOT BE USED AS EXACT. CONTRACTOR SHALL VERIFY EXACT DEPTHS AND LOCATIONS PRIOR TO UTILITY INSTALLATION.
3. CONTRACTOR SHALL CONTACT THE APPROPRIATE UTILITY COMPANY FOR INSTALLATION AND SPECIFICATION REQUIREMENTS.
4. ALL PIPE MATERIALS SHALL COMPLY WITH LOCAL REGULATIONS AND STANDARDS.
5. ALL TRENCHING AND BEDDING SHALL BE PER THE UTILITY TRENCH AND BEDDING DETAIL.
6. CONTRACTOR SHALL REFER TO ARCHITECTURAL PLANS FOR ALL BUILDING UTILITY TIE INS.
7. ANY WATER AND/OR SEWER CONNECTIONS MUST BE COORDINATED AND SUPERVISED BY THE APPROPRIATE UTILITY COMPANY. PLEASE GIVE 72 HOURS NOTICE FOR CONNECTIONS.
8. ALL PROPOSED UTILITIES SHOWN ON THIS PLAN SHALL BE INSTALLED UNDERGROUND UNLESS OTHERWISE NOTED

UTILITY NOTES

- ① CONNECT TO EXISTING WATER VALVE

② CONSTRUCT 2"-45" BEND

③ CONSTRUCT 33.3 LF OF 2" PVC WATER SERVICE

④ CONNECT TO EXISTING SANITARY SEWER MANHOLE AT INVERT ELEVATION 5.74'

⑤ CONSTRUCT 37 LF OF 4" PVC SANITARY SEWER @ 2.0%

⑥ CONSTRUCT 2" WATER METER

⑦ CONSTRUCT 2" RPZ BACKFLOW PREVENTER

⑧ CONSTRUCT WATER WELL FOR IRRIGATION (SEE IRRIGATION PLANS FOR CONTINUATION)

⑨ CONSTRUCT CLEANOUT WITH INVERT ELEVATION AT 6.50'

⑩ CONSTRUCT 204 LF OF 2" PVC WATER SERVICE

⑪ CONSTRUCT 91 LF OF 3/4" WATER SERVICE TO DUMPSTER

⑫ 4" GREASE LINE FROM BUILDING INV. EL. = 12.50' (REFER TO ARCHITECTURALS FOR CONTINUATION INTO BUILDING)

⑬ CONSTRUCT 2 LF OF 4" PVC SANITARY SEWER @ 2.0%

⑭ CONSTRUCT TWO-WAY CLEANOUT WITH INVERT ELEVATION AT 12.46'

⑮ CONSTRUCT 9 LF OF 2" SANITARY SEWER @ 2.0%

⑯ CONSTRUCT 4"-45" BEND

⑰ CONSTRUCT 1 LF OF 4" PVC SANITARY SEWER @ 2.0%

⑱ CONSTRUCT 4"-45" BEND & CLEANOUT WITH INVERT ELEVATION AT 12.24'
- ⑲ CONSTRUCT 2 LF OF 4" PVC SANITARY SEWER @ 2.0%

⑳ CONSTRUCT 1,500 GAL GREASE TRAP WITH INFLOW INVERT ELEVATION AT 12.18' & OUTFLOW INVERT ELEVATION AT 12.01'

㉑ CONSTRUCT 2 LF OF 4" PVC SANITARY SEWER @ 2.0%

㉒ CONSTRUCT CLEANOUT WITH INVERT ELEVATION AT 11.97'

㉓ CONSTRUCT 1 LF OF 4" PVC SANITARY SEWER @ 2.0%

㉔ CONSTRUCT 1,500 GAL GREASE TRAP WITH INFLOW INVERT ELEVATION AT 11.95' & OUTFLOW INVERT ELEVATION AT 11.76'

㉕ CONSTRUCT 2 LF OF 4" PVC SANITARY SEWER @ 2.0%

㉖ CONSTRUCT 4"-45" BEND & CLEANOUT WITH INVERT ELEVATION AT 11.72'

㉗ CONSTRUCT 6 LF OF 4" PVC SANITARY SEWER @ 2.0%

㉘ CONSTRUCT WYE & CLEANOUT WITH INVERT ELEVATION AT 11.58'

㉙ CONSTRUCT 3" SANITARY VENT LINES

㉚ 4" SANITARY LINE FROM BUILDING INV. EL. = 12.00' (REFER TO ARCHITECTURALS FOR CONTINUATION INTO BUILDING)

㉛ CONSTRUCT 2 LF OF 4" PVC SANITARY SEWER @ 2.0%

㉜ CONSTRUCT TWO-WAY CLEANOUT WITH INVERT ELEVATION AT 11.96'

㉝ CONSTRUCT 5 LF OF 4" PVC SANITARY SEWER @ 2.0%

㉞ CONSTRUCT 1 LF OF 4" PVC SANITARY SEWER @ 2.0%

㉟ CONSTRUCT 12 LF OF 4" PVC SANITARY SEWER @ 2.0%

㊱ CONSTRUCT 50 LF OF 4" PVC SANITARY SEWER @ 2.0%
- ㊲ CONSTRUCT 4"-45" BEND & CLEANOUT WITH INVERT ELEVATION AT 10.56'

㊳ CONSTRUCT 55 LF OF 4" PVC SANITARY SEWER @ 2.0%

㊴ CONSTRUCT CLEANOUT WITH INVERT ELEVATION AT 8.32'

㊵ CONSTRUCT 45 LF OF 4" PVC SANITARY SEWER @ 2.0%

㊶ CONSTRUCT CLEANOUT WITH INVERT ELEVATION AT 7.40'

㊷ SECONDARY ELECTRIC SERVICE TO BE CONSTRUCTED BY CONTRACTOR

㊸ TRANSFORMER TO BE CONSTRUCTED BY SERVICE PROVIDER

㊹ BURIED ELECTRIC SERVICE TO THE CANOPY (CONTRACTOR TO FIELD COORDINATE ROUTING OF CONDUIT)

㊺ BURIED GAS SERVICE TO BE CONSTRUCTED BY SERVICE PROVIDER

㊻ BURIED TELEPHONE SERVICE TO BE CONSTRUCTED BY CONTRACTOR

㊼ PRIMARY ELECTRIC SERVICE TO BE CONSTRUCTED BY SERVICE PROVIDER

㊽ CONSTRUCT 44 LF OF 4" PVC SANITARY SEWER @ 2.0%

㊾ CONSTRUCT CLEANOUT WITH INVERT ELEVATION AT 9.44'

㊿ EXISTING MANHOLE TO BE CORE BORED AND GROUTED INSIDE AND OUTSIDE AT THE TIME OF CONNECTION

UTILITY CONFLICTS

- CONFLICT 1**
WATER SERVICE TO PASS OVER EXISTING SEWER WITH MINIMUM CLEARANCE OF 12"
T.O.P. SEWER = 5.55'

CONFLICT 2
STORM TO PASS OVER GAS/ELECTRIC/WATER SERVICE TO DUMPSTER (WSTD) WITH MINIMUM CLEARANCE OF 12"
B.O.P. STORM = 8.97'

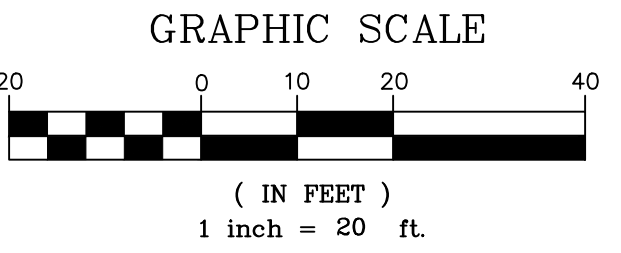
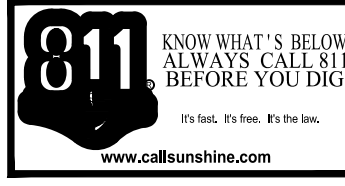
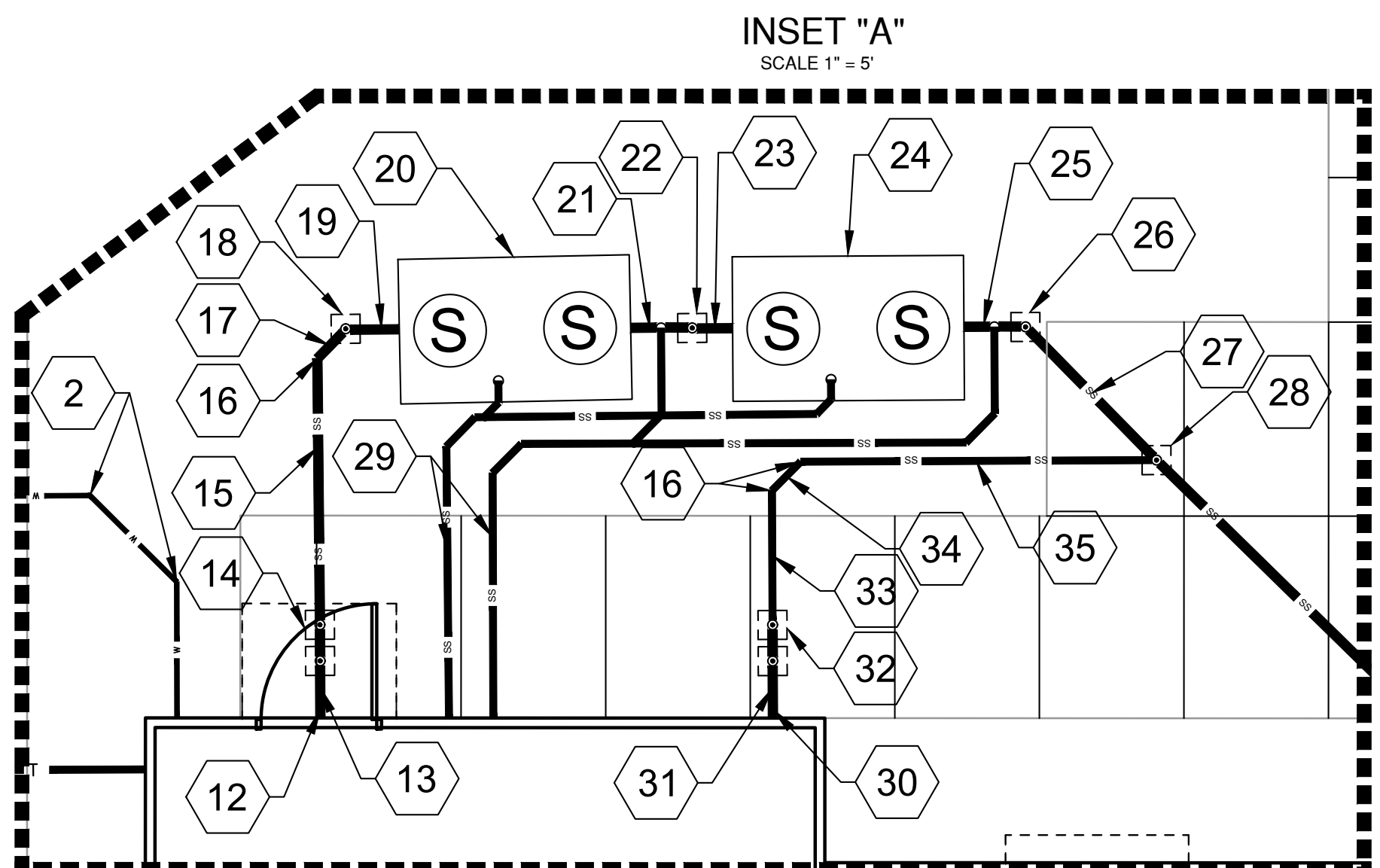
CONFLICT 3
ELECTRIC TO PASS OVER WATER SERVICE/BURIED TELEPHONE WITH MINIMUM CLEARANCE OF 12"

CONFLICT 4
BURIED TELEPHONE TO PASS OVER WATER SERVICE/ WSTD & WSTD TO PASS OVER WATER SERVICE WITH MINIMUM CLEARANCE OF 12"
- CONFLICT 5**
BURIED TELEPHONE TO PASS OVER WATER SERVICE WITH MINIMUM CLEARANCE OF 12"

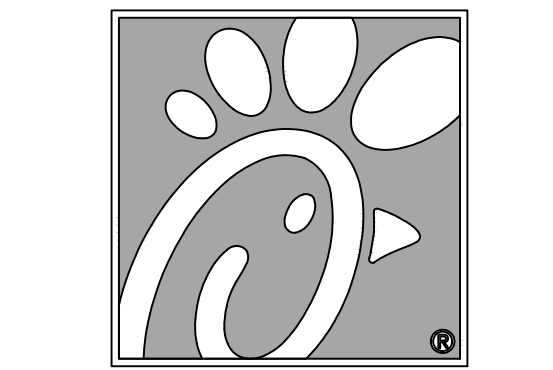
CONFLICT 6
GAS TO PASS OVER BURIED TELEPHONE/WATER SERVICE/ELECTRIC WITH MINIMUM CLEARANCE OF 12"

CONFLICT 7
WATER SERVICE TO PASS OVER STORM WITH MINIMUM CLEARANCE OF 12"
T.O.P. STORM = 10.51'

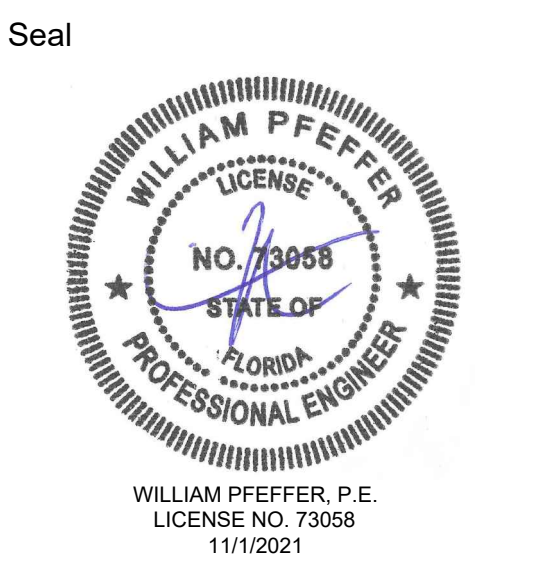
CONFLICT 8
ELECTRIC TO PASS OVER WATER SERVICE TO DUMPSTER WITH MINIMUM CLEARANCE OF 12"
- CONFLICT 9**
ELECTRIC/BURIED TELEPHONE TO PASS OVER STORM WITH MINIMUM CLEARANCE OF 12"
T.O.P. STORM = 10.51'



LEGEND			
PROP. TYPE "F" CURB		PROPERTY LINE	
PROP. CURB INLET		EX. CONCRETE D CURB	
PROP. CATCH BASIN		EX. CONCRETE F CURB	
PROP. STORM SEWER		EX. POWER POLE	
PROP. SANITARY SEWER		EX. LIGHT POLE	
PROP. POTABLE WATER		EX. GUY WIRE	
PROP. WATER SERVICE		EX. EDGE OF PAVEMENT	
PROP. GAS SERVICE		EX. EDGE OF SIDEWALK	
PROP. ELECTRIC SERVICE		EX. SIGN	
PROP. TELEPHONE SERVICE		EX. STORM INLET	
PROP. BACKFLOW PREVENTER		EX. STORM SEWER	
PROP. WATER METER		EX. SANITARY MANHOLE	
PROP. WATER VALVE		EX. SANITARY SEWER	
PROP. SANITARY CLEANOUT		EX. WATER VALVE	
PROP. GREASE TRAP		EX. WATER MAIN	
PROP. TRANSFORMER		EX. TELEPHONE PEDESTAL	
PROP. LIGHT POLE		EX. OVERHEAD ELECTRIC	
		EX. GAS SERVICE	
		EX. GAS VALVE	



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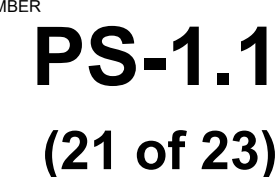
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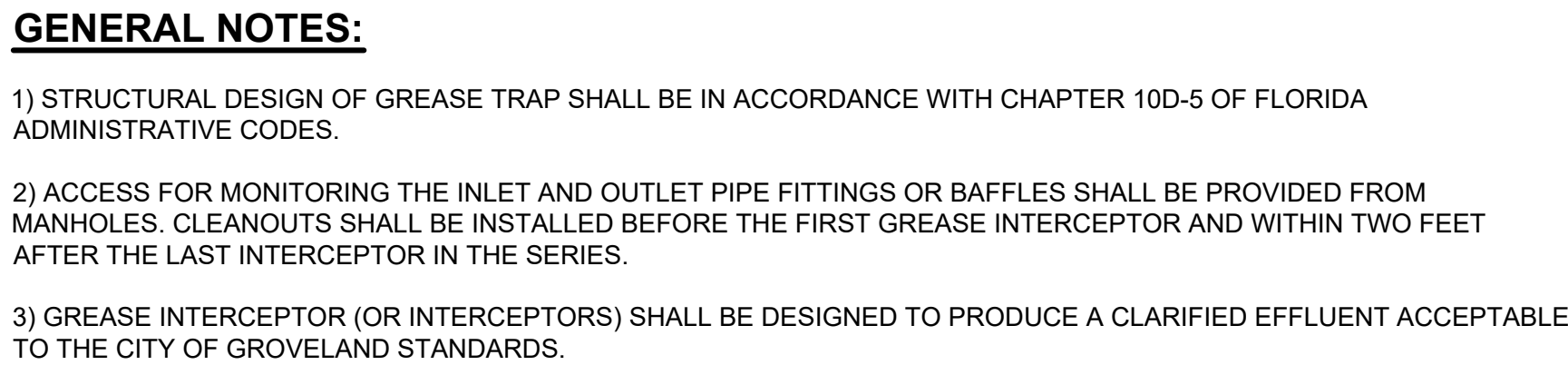
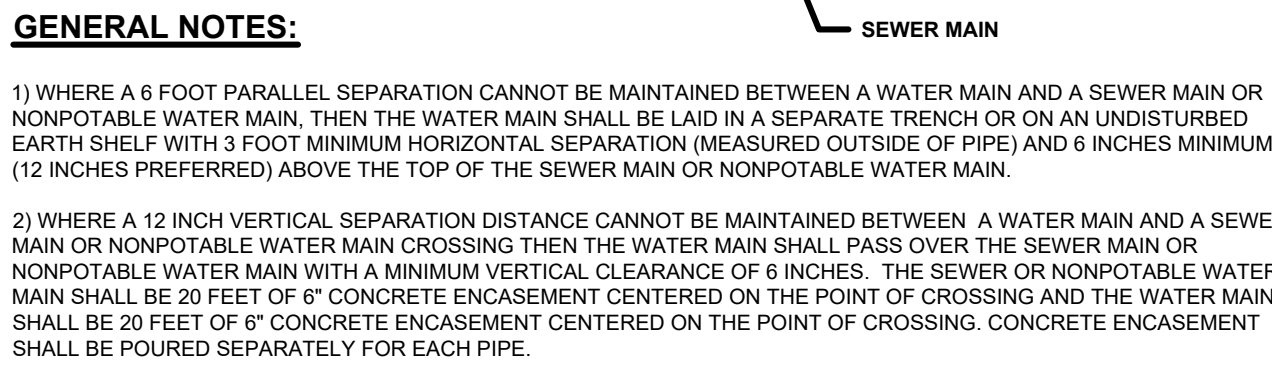
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SHEET	UTILITY PLAN
SHEET NUMBER	PS-1.0



5) THE CONTRACTOR SHALL PROVIDE A MINIMUM OF 36" OF COVER OVER WATER MAINS WITHIN PAVED AND UNPAVED AREAS.

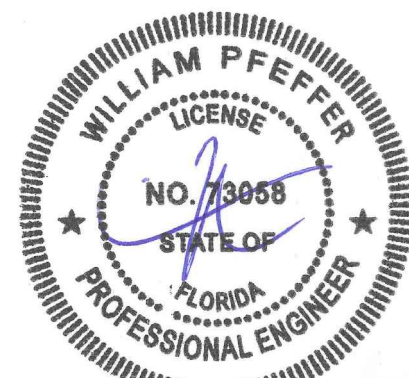


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UTILITY DETAILS

SHEET NUMBER

PS-1.2
(22 of 23)

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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 SPIGOT 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 4" 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 B84B-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 306.
- (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 NECESSITIES 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 UNII 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 IS FREE FROM 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 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.

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 RISER 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, NEENAH 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 PLUGS.

3-4 INSTALLATION

3-4.1 GRAVITY COLLECTION AND SERVICE LINES

EACH SECTION OF PIPE SHALL BE CAREFULLY INSPECTED BEFORE AND AFTER IT IS IN- STALLED AND DEFECTIVE PIPE SHALL BE REJECTED AND REMOVED. SEWER LINES SHALL BE LAID BEGINNING AT THE LOW POINT OF THE SYSTEM, TRUE 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 UNII-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 THROUGHOUT 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 SLACK". PROVIDE A MINIMUM OF TWO (2) COATS AT A RATE OF 50 TO 60 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. MAKE 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 HOUR 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 PERIOD 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 $T = 0.085 (DK/Q)$ WHERE

T = SHORTEST TIME, IN SECONDS ALLOWED FOR THE AIR PRESSURE TO DROP 1.0 PSIG
K = 0.00419 DL, BUT NOT LESS THAN 1.0
Q = 0.015 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.

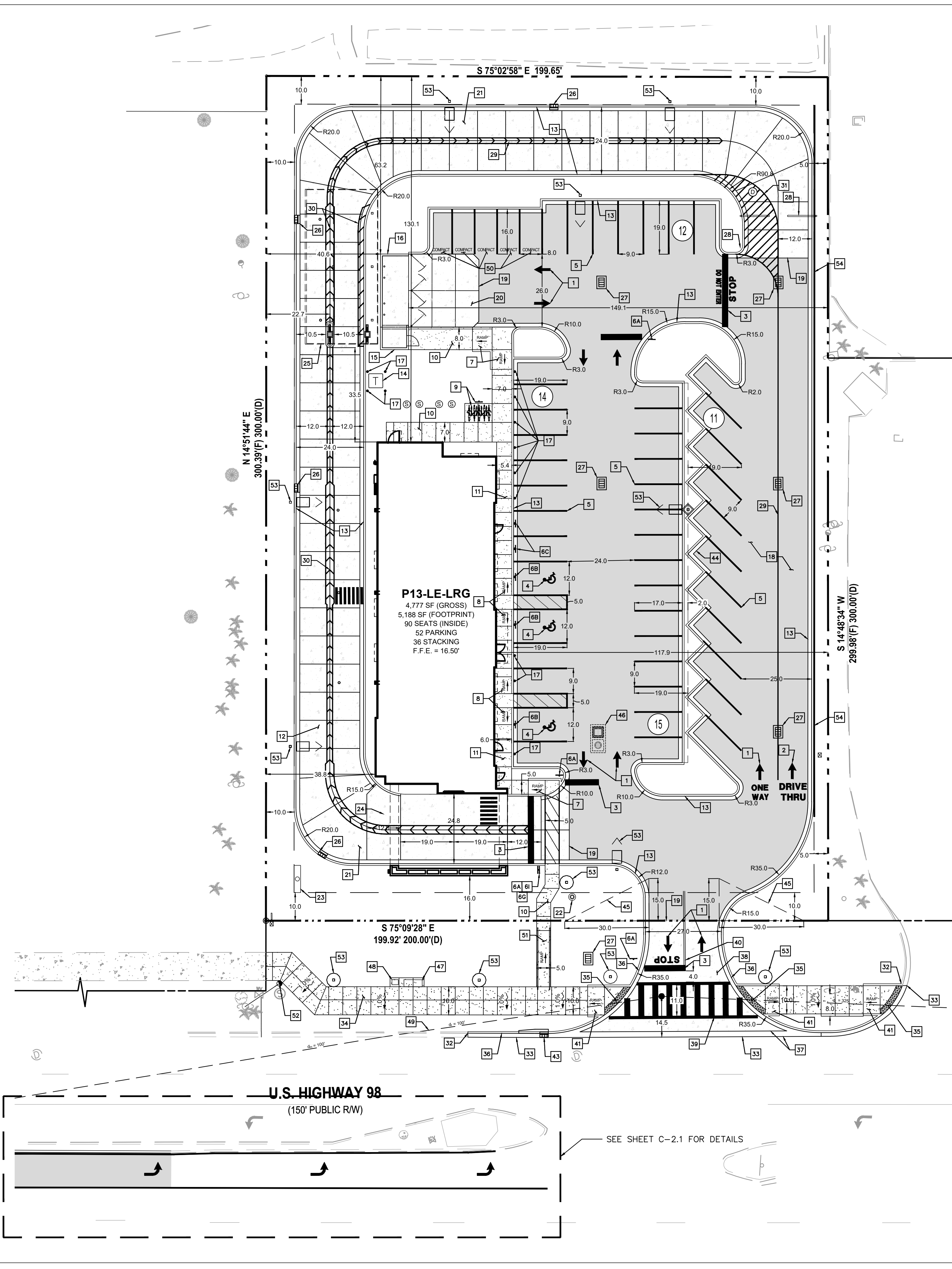
ALL SEWER MAINS AND SERVICES SHALL BE PRESSURE TESTED AS SPECIFIED IN THIS SECTION OR AS REQUIRED BY THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION AND THE UTILITY COMPANY.

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

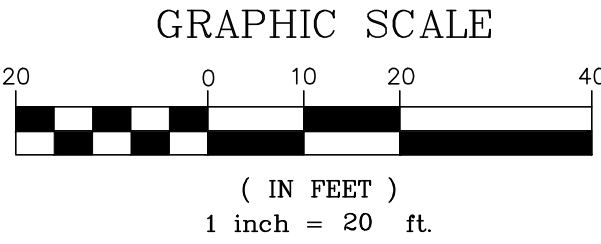
IN ACCORDANCE WITH THE RULES OF THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION, CHAPTER 62-604, THE ENGINEER OF RECORD WILL BE RESPONSIBLE FOR OBS

THIS DOCUMENT, TOGETHER WITH THE CONCEPTS AND DESIGN PRESENTED HEREIN, IS AN INSTRUMENT OF SERVICE, IS INTENDED ONLY FOR THE SPECIFIC PURPOSE AND CLIENT FOR WHICH IT WAS PREPARED. REUSE OF ANY INFORMATION OR SERVICE IS INTENDED ONLY FOR THE SPECIFIC PURPOSE AND CLIENT FOR WHICH IT WAS PREPARED. REUSE OF ANY INFORMATION OR SERVICE IS INTENDED ONLY FOR THE SPECIFIC PURPOSE AND CLIENT FOR WHICH IT WAS PREPARED. REUSE OF ANY INFORMATION OR SERVICE IS INTENDED ONLY FOR THE SPECIFIC PURPOSE AND CLIENT FOR WHICH IT WAS PREPARED.



LEGEND

PROP. ASPHALT DRIVE	EX. CONCRETE SIDEWALK
PROP. CONC. SIDEWALK	EX. CONCRETE D CURB
PROP. CONC. PAVEMENT	EX. CONCRETE F CURB
PROP. TYPE "F" CURB	EX. POWER POLE
PROP. CLEARANCE BAR	EX. LIGHT POLE
PROP. PARKING STRIPE	EX. GUY WIRE
PROP. HANDICAP MARKING	EX. EDGE OF PAVEMENT
PROP. SITE SIGNAGE	EX. EDGE OF SIDEWALK
PROP. BOLLARD	EX. SIGN
PROP. CURB INLET	EX. STORM INLET
PROP. CATCH BASIN	EX. SANITARY MANHOLE
PROP. MAN HOLE	EX. TELEPHONE PEDESTAL
PROP. TRANSFORMER	EX. OVERHEAD ELECTRIC
PROP. LIGHT POLE	



FLOOD ZONE NOTE

1. THE LANDS BOUND BY THIS SURVEY ARE LOCATED WITHIN AN AREA HAVING A FLOOD ZONE DESIGNATION "X" (AREA OF MINIMAL FLOOD HAZARD) BY THE FEDERAL MANAGEMENT AGENCY (FEMA) ON FLOOD INSURANCE RATE MAP NUMBER 12091C0489H. MAP REVISED DECEMBER 6, 2002

SITE SUMMARY	
ZONING	TOWN CENTER MIXED USE (TCMU)
FLU	TOWN CENTER MIXED USE (TCMU)
OVERLAY	TOWN CENTER MIXED USE (TCMU)
USE	RESTAURANT W/ DRIVE THRU
TYPE OF CONSTRUCTION	COMMERCIAL
PARCEL ID	00-25-22-0000-0013-0040
LOT	
SIZE	198' X 300'
BUILDING	
SIZE	4,777 SF
HEIGHT	32'-11 1/2"
CONSTRUCTION TYPE	TYPE VB
PARKING	
STALL SIZE	9' X 19' *

* 5 SPACES TO BE COMPACT SIZE VEHICLE PARKING SPACES AT 8' X 16'

PARKING CALCULATIONS			
USE	SF	RATIO	REQUIRED SPACES
GROSS FLOOR AREA (SF)	4,777 SF	MIN.: 1 / 75 SF X .8	51 SPACES MIN.
		MAX.: 1 / 75 SF	64 SPACES MAX.
STANDARD PARKING PROVIDED			49
HANDICAP PARKING REQUIRED			3
HANDICAP PARKING PROVIDED			3
TOTAL PARKING PROVIDED			52

EXISTING SITE CALCULATIONS			
AREA	SF	ACRES	%
TOTAL SITE AREA	59,972	1.38	100
TOTAL PERVIOUS AREA	11,636	0.27	19.4
BUILDING AREA	21,260	0.49	35.5
PAVEMENT AREA	27,076	0.62	45.1
TOTAL IMPERVIOUS AREA	48,336	1.11	80.6

BUILDING SETBACKS		
SETBACKS	REQUIRED	PROVIDED
FRONT (SOUTH)	16' (MIN) - 26' (MAX)	16'
REAR (NORTH)	0'	130.1'
SIDE (EAST)	0'	117.9'
SIDE (WEST)	0'	38.8'

LANDSCAPE BUFFERS		
SETBACKS	REQUIRED	PROVIDED
FRONT (SOUTH)	10'	10'
REAR (NORTH)	10'	10'
SIDE (EAST)	5'	5'
SIDE (WEST)	10'	10'

CHICK-FIL-A SITE CALCULATIONS			
AREA	SF	ACRES	%
TOTAL SITE AREA	59,972	1.38	100
OPEN SPACE +1	16,057 ²	0.33	26.8
PERVIOUS GREENSPACE	14,414	0.04	24.0
IMPERVIOUS HARDSCAPE	1,643	0.04	24.0
BUILDING AREA	5,188	0.12	8.7
PAVEMENT AREA	38,727	0.89	64.6

- * MINIMUM OPEN SPACE REQUIRED IS 30% WITH INCENTIVES LISTED IN LAND DEVELOPMENT CODE SECTION 12.04.03 ALLOWING FOR A REDUCTION TO A MINIMUM OPEN SPACE OF 25%. THE FOLLOWING INCENTIVES WILL BE PROVIDED TO ALLOW FOR THE 5% REDUCTION:
1. DRIP IRRIGATION SHALL BE USED FOR ALL SHRUBS AND GROUND COVER AREAS, WHERE APPROPRIATE, ON THE SUBJECT PROPERTY (2%).
 2. 90% OF PLANT SPECIES ON SITE SHALL BE NATIVE TO NORTHWEST FLORIDA IN ALL LANDSCAPE AREAS ON THE SUBJECT PROPERTY (3%).

* 215 SF OF THE TOTAL OPEN SPACE AREA PROVIDED TO COMPENSATE FOR THE COMPACT SIZE SPACES PROPOSED ON PLANS

SITE NOTES

- 1 CONST. DIRECTIONAL ARROW (TYP.)

2 CONST. DRIVE-THRU GRAPHICS

3 CONST. STOP LINE GRAPHIC PER FDOT STANDARD PLANS INDEX 711-001

4 CONST. HANDICAP STALL WITH PAINTED ACCESSIBILITY SYMBOL PER FDOT STANDARD PLANS INDEX 711-001

5 CONST. STANDARD PARKING STALL

6 DIRECTIONAL SIGNAGE (REFER TO SIGN PACKAGE FOR MORE DETAILS)

6A STOP SIGN (R1-1) PER FDOT STANDARD PLANS INDEX 700-010

6B BOLLARD MOUNTED HANDICAP SIGN PER FDOT STANDARD PLANS INDEX 700-102, FTP-20-06 AND FTP-22-06

6C BOLLARD MOUNTED CURBSIDE DELIVERY

6D NO LEFT TURN SIGN (NOT USED)

6E ONE WAY SIGN (NOT USED)

6F RIGHT TURN ONLY

6G PEDESTRIANS CROSSING

6H CIRCLE BUILDING FOR DRIVE THRU (NOT USED)

6I DO NOT ENTER SIGN (R5-1)

6J LANES MERGE SIGN (NOT USED)

7 CONST. 6' SIDEWALK RAMP @ 1:12 SLOPE

8 CONST. SIDEWALK ACCESSIBLE RAMP

9 CONST. BICYCLE RACK WITH BICYCLE PARKING SIGN PER MUTCD SPECIFICATIONS

10 CONST. TYPICAL CONCRETE SIDEWALK

11 CONST. SIDEWALK W/ CURB AND GUTTER

12 CONST. DRIVE-THRU

13 CONST. CURB AND GUTTER

14 CONST. CONCRETE TRANSFORMER PAD

15 CONST. STORAGE SHED

16 CONST. REFUSE ENCLOSURE

17 CONST. CONCRETE BOLLARD

18 CONST. ASPHALT PAVEMENT

19 CONST. PAVEMENT EDGE

20 CONST. CONCRETE APRON AT REFUSE ENCLOSURE

21 CONST. CONCRETE PAVING DRIVE-THRU LANE

22 CONST. 50' FLAG POLE (SEE SIGN PACKAGE)

23 CONST. PYLON SIGN (SEE SIGN PACKAGE)

24 MEAL ORDER DELIVERY CANOPY

25 CONST. TIER 3 ORDER CANOPY

26 CONST. TYPE 9 CURB INLET

27 CONST. TYPE C INLET

28 CONST. CLEARANCE BAR

29 CONST. SOLID 4" YELLOW STRIPING

30 CONST. SOLID 4" YELLOW STRIPING ON ENDS W/ 4" WIDE STRIPES @ 3' O.C., YELLOW REFLECTIVE PAINT WITH ANTI-SLIP ADHESIVE

31 CONST. SOLID 4" YELLOW STRIPING ON ENDS W/ 4" WIDE STRIPES @ 3' O.C., YELLOW REFLECTIVE PAINT

32 CONNECT TO EXISTING CURB/GUTTER

33 CONNECT TO EXISTING EDGE OF PAVEMENT

34 CONST. CONCRETE SIDEWALK PER FDOT STANDARD PLANS INDEX 522-001

35 CONST. DETECTABLE WARNING

36 CONST. TYPE F CURB PER FDOT STANDARD PLANS INDEX 520-001

37 CONST. DROP CURB PER FDOT STANDARD PLANS INDEX 520-001

38 CONST. 6" THICK CONCRETE DRIVEWAY APRON PER FDOT STANDARD PLANS INDEX 330-001

39 CONST. SPECIAL EMPHASIS CROSSWALK WITH 12" SOLID WHITE BORDER AND 24" SOLID WHITE LADDER PER FDOT STANDARD PLANS INDEX 711-001

40 CONST. 6" DOUBLE SOLID LINE PER FDOT STANDARD PLANS INDEX 711-001

41 CONST. CURB RAMP CR-G PER FDOT STANDARD PLANS INDEX 522-002

42 CONST. LIGHT FEATURE (SEE PHOTOMETRIC PLAN)

43 CONST. TYPE 5 CURB INLET

44 CONST. D CURB

45 15X30' VISIBILITY TRIANGLE

46 CONST. TYPE H CONTROL STRUCTURE

47 CONST. BENCH

48 CONST. TRASH RECEPTACLE

49 FDOT SIGHT TRIANGLE

50 CONST. COMPACT PARKING SPACE WITH "COMPACT" PAVEMENT MARKING

51 CONST. 20' SIDEWALK RAMP @ 8.0% SLOPE WITH PIPE GUARDRAIL PER FDOT STANDARD PLANS INDEX 515-070

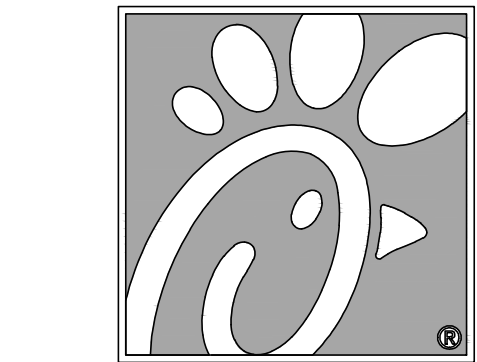
52 RELOCATE EXISTING GUY WIRE ANCHOR

53 CONST. LIGHT POLE (SEE PHOTOMETRICS PLAN FOR SPECIFICATIONS)

54 CONST. RETAINING WALL PER FDOT STANDARD PLANS INDEX 400-010 (REFER TO SHEET C-3.0 FOR BOTTOM AND TOP OF WALL ELEVATIONS)

FDOT GENERAL NOTES

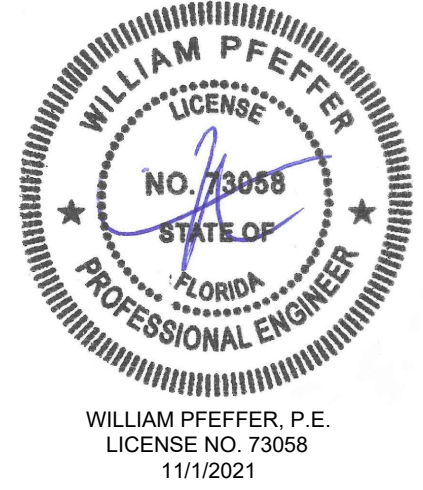
1. ALL WORK IN THE RIGHT-OF-WAY SHALL BE DONE IN ACCORDANCE WITH THE FY 2020/2021 FDOT STANDARDS PLANS FOR ROADWAY CONSTRUCTION, THE 2021 FDOT STANDARD SPECIFICATIONS FOR ROAD & BRIDGE CONSTRUCTION, 2021 FLORIDA DESIGN MANUAL, 2016 FLORIDA GREEN BOOK, AND THE 2016 MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MUTCD).
2. 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 PERMIT'S MANAGER.
3. 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.
4. 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.
5. 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.
6. SOD AREAS WITHIN 32' OF EDGE OF PAVEMENT AND 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 STANDARDS SPECIFICATIONS FOR ROAD & BRIDGE CONSTRUCTION.
7. ALL STRIPING WITHIN FDOT RIGHT-OF-WAY SHALL BE THERMOPLASTIC AND ADHERE TO FDOT STANDARD PLAN INDEX 711-001 AND SECTION 711 OF THE FDOT STANDARD SPECIFICATION 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 MANUFACTURERS RECOMMENDATIONS FOR SURFACE PREPARATION FOR THERMOPLASTIC ON CONCRETE. PROVIDE TEMPORARY PAVEMENT MARKINGS DURING THE INTERIM PERIOD PRIOR TO OPENING THE ROAD TO TRAFFIC.
8. 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.
9. IT IS THE CONTRACTOR'S RESPONSIBILITY TO PLACE SIDE DRAINPIPES AT PROPER ELEVATIONS TO MATCH FLOWLINE OF THE DRAINAGE DITCH (NOT SEDIMENT BUILDUP) TO ENSURE POSITIVE STORM FLOW.



5200 Buffington Rd.
Atlanta Georgia,
30349-2998



Seal



CHICK-FIL-A
DESTIN RELOCATION
1021 HIGHWAY 98
DESTIN, FL 32541

FSU# 4796

REVISION SCHEDULE		DESCRIPTION
NO.	DATE	

FOR PERMIT

CURRENT DESIGN	2017-029
NOTE APPLIED	
PROJECT #	010014-01-126
PRINTED FOR	PERMIT
DATE	11/1/2021
DRAWN BY	RM
SHEET	
SITE PLAN	
SHEET NUMBER	

C-2.0
(4 of 23)

LANDSCAPE NOTES

- SOUTHEAST**
- Landscape Contractor to read and understand the Landscape Specifications (sheet L-102) prior to finalizing bids. The Landscape Specifications shall be adhered to throughout the construction process.
 - Contractor is responsible for locating and protecting all underground utilities prior to digging.
 - Contractor is responsible for protecting existing trees from damage during construction.
 - All tree protection devices to be installed prior to the start of land disturbance, and maintained until final landscaping.
 - All tree protection areas to be protected from sedimentation.
 - All tree protection fencing to be inspected daily, and repaired or replaced as needed.
 - No parking, storage or other construction activities are to occur within tree protection areas.
 - All planting areas shall be cleaned of construction debris (ie. concrete, rock, rubble, building materials, etc) prior to adding and spreading of the topsoil.
 - General Contractor is responsible for adding a min of 4" clean friable topsoil in all planting beds and all grassed areas. Graded areas to be held down the appropriate elevation to account for topsoil depth. See Landscape Specifications for required topsoil characteristics.
 - In all parking lot islands, the General Contractor is responsible to remove all debris, fracture/loosen subgrade to a min. 24" depth. Add topsoil to a 6"-8" bermed height above island curbing; refer to landscape specifications and landscape island detail.
 - Prior to beginning work, the Landscape Contractor shall inspect the subgrade, general site conditions, verify elevations, utility locations, irrigation, approve topsoil provided by the General Contractor and observe the site conditions under which the work is to be done. Notify the General Contractor of any unsatisfactory conditions, work shall not proceed until such conditions have been corrected and are acceptable to the Landscape Contractor.
 - Any deviations from the approved set of plans are to be approved by the Landscape Architect.
 - Landscaping shall be installed in conformance with ANSI Z60.1 the "American Standard for Nursery Stock" and the accepted standards of the American Association of Nurserymen.
 - Existing grass in proposed planting areas shall be killed and removed. Hand rake to remove all rocks and debris larger than 1 inch in diameter, prior to adding topsoil and planting shrubs.
 - Soil to be tested to determine fertilizer and lime requirements prior to laying sod.
 - Annual and perennial beds: add min. 4 inch layer of organic material and till to a min. depth of 12 inches. Mulch annual and perennial beds with 2-3 inch depth of mini nuggets.
 - All shrubs beds (existing and new) to be mulched with a min. 3 inch layer of mulch (double shredded hardwood mulch).
 - Planting holes to be dug a minimum of twice the width of the root ball, for both shrub and tree. Set plant material 2-3" above finish grade. Backfill planting pit with topsoil and native excavated soil.
 - Sod to be delivered fresh (Cut less than 24 hours prior to arriving on site), laid immediately, rolled, and watered thoroughly immediately after planting. Edge of sod at planting beds are to be "V" trenched; see Landscape Details.
 - Any existing grass disturbed during construction to be fully removed, regraded and replaced. All tire marks and indentions to be repaired.
 - Water thoroughly twice in first 24 hours and apply mulch immediately.
 - The Landscape Contractor shall guarantee all plants installed for one full year from date of acceptance by the owner. All plants shall be alive and at a vigorous rate of growth at the end of the guarantee period. The Landscape Contractor shall not be responsible for acts of God or vandalism. See Landscape Specifications for Warranty requirements/expectations.
 - Any plant that is determined dead, in an unhealthy, unsightly condition, lost its shape due to dead branches, or other symptoms of poor, non-vigorous growth, shall be replaced by the Landscape Contractor. See Landscape Specifications for warranty requirements/expectations.
 - Site to be 100% irrigated in all planting beds and grass area by an automatic underground Irrigation System. See Irrigation Plan L-200 for design. Irrigation as-built shall be provided to the Landscape Architect within 24 hours of irrigation install completion.
 - Stake all evergreen and deciduous trees as shown in the planting detail and as per the Landscape Specifications.
 - Remove stakes and guying from all trees after one year from planting.

LANDSCAPE REQUIREMENTS

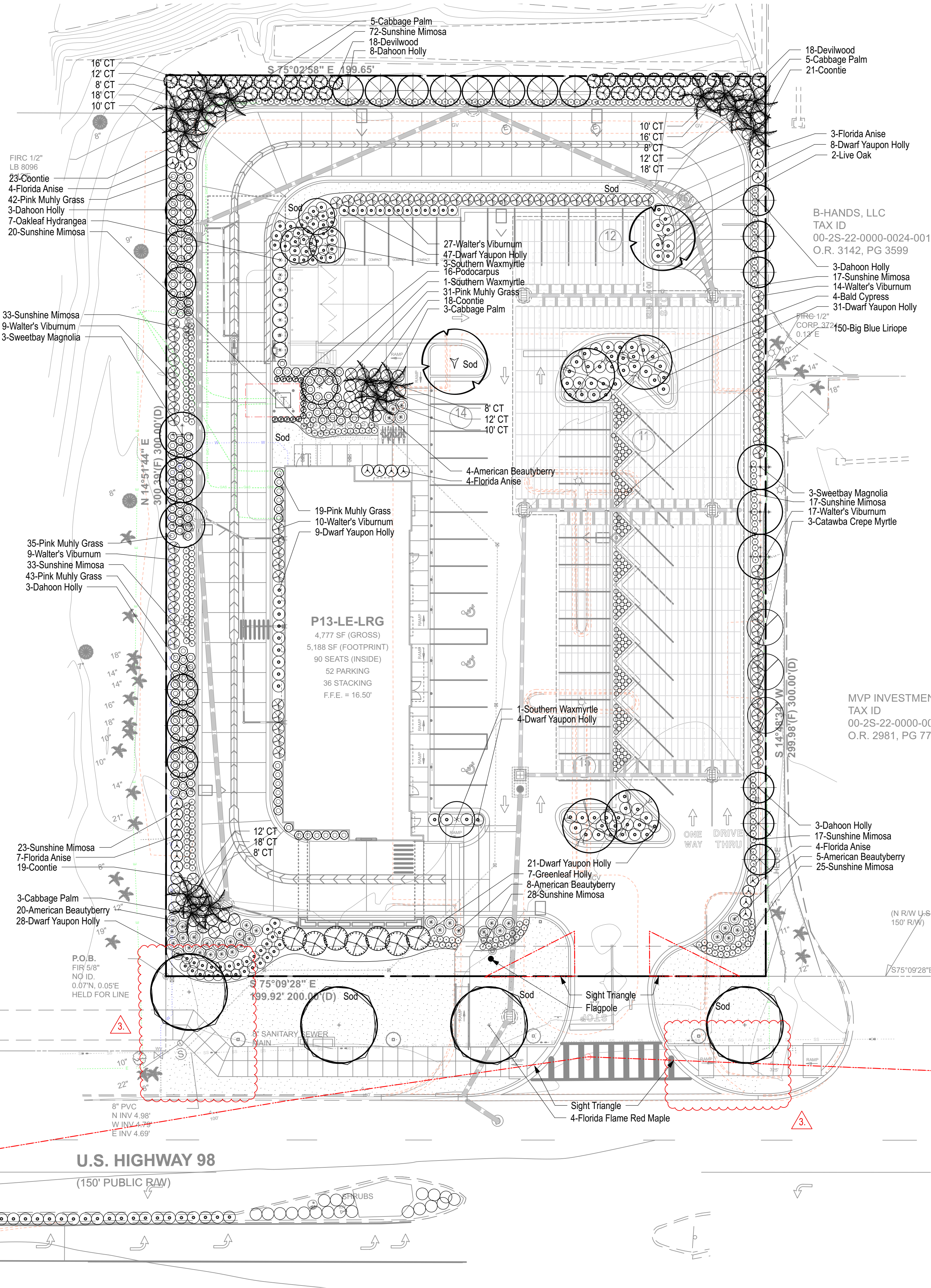
- A. FRONT PERIMETER LANDSCAPE**
- REQUIRED**
- The total Tree count requirement within the front setback perimeter landscape area shall be determine of one tree for each 25 LF of lot frontage with 75% of said trees being native.
US Hwy 98: 171 LF/25 LF = 7 Trees
- PROVIDED**
- 7 Greenleaf Hollies
- B. INTERIOR PARKING LANDSCAPE**
- REQUIRED**
- No parking bay shall contain more than 15 continuous parking spaces without being broken up by a landscaped area. These landscaped areas must have one tree at a minimum height of 10' at time of planting.
 - Each row of interior parking spaces shall be terminated at each end by a landscaped area which shall be a minimum of 100 SF with a minimum breadth of 10'.
- PROVIDED**
- All terminal islands have a tree with a minimum height of 10' and contain less than 15 spaces between.
 - Each terminal island is a minimum of 100 SF except one which has sidewalk .
- C. BUFFER ZONE LANDSCAPE**
- REQUIRED**
- 10' Landscape Buffer and not less than 6' Hgt. To form a continuous, opaque screen between
- PROVIDED**
- A continuous screen not less than 6' in Height is provided.
- D. PUBLICLY OWNED PROPERTY**
- REQUIRED**
- Street Trees to be planted 1 Large Tree 50' O.C.
US Hwy 98: 171 LF/50 LF = 4 Trees
 - The distance trees shall be planted from curbs or curblines and sidewalks shall be no closer than 50"
- PROVIDED**
- 4 Florida Flame Red Maples
 - All trees planted 5' or greater from sidewalks and curbs.
- E. PRESERVATION AND RESTORATION**
- REQUIRED**
- The number of reforestation trees required on any developed area shall be determined by using the ratio of 1 Tree for 1/10th of an acre.
1.38 Acres = 14 Trees
- PROVIDED**
- 12 Dahoon Hollies, 6 Sweetbay Magnolias

PLANT LIST

Qty	Botanical Name	Common Name	Scheduled Size	Remarks
Trees				
4	Acer rubrum 'Florida Flame'	Florida Flame Red Maple	3" Cal.; 12'Hgt.	B & B; single straigh leader
20	Ilex cassine	Dahoon Holly	Min. 10' Hgt	TF
7	Ilex opaca 'Greenleaf'	Greenleaf Holly	Min. 10' Hgt	
3	Lagerstroemia indica 'Catawba'	Catawba Crepe Myrtle	Min. 10' Hgt	Multi-trunk
6	Magnolia virginiana	Sweetbay Magnolia	Min. 10' Hgt	Multi-trunk; TF
5	Myrica cerifera	Southern Waxmyrtle	2" Cal.; 10' Hgt	Standard; TF
2	Quercus virginiana	Live Oak	3" Cal.; 12'Hgt.	B & B
16	Sabal palmetto	Cabbage Palm	8'-18' Clear Trunk	CT as shown
4	Taxodium distichum	Bald Cypress	3" Cal.; 12'Hgt.	Straight Leader
Shrubs				
37	Callicarpa americana	American Beautyberry	3 Gal.	
7	Hydrangea quercifolia	Oakleaf Hydrangea	24"-30" Hgt.	
193	Ilex vomitoria 'Nana'	Dwarf Yaupon Holly	3 Gal.	
22	Illicium floridanum	Florida Anise	3 Gal.	
66	Juniperus horizontalis 'Blue Rug'	Blue Rug Juniper	Min. 6' Hgt; 25 Gal	Plant 4" O.C.
170	Muhlenbergia capillaris	Pink Muhly Grass	3 Gal.	
36	Osmanthus americanus	Devilwood	6' Hgt.	
16	Podocarpus macrophyllus 'Maki'	Shrubby Yew Podocarpus	Min. 6' Hgt; 25 Gal	required for utility screening
86	Viburnum obovatum	Walter's Viburnum	3 Gal.	
81	Zamia pumila	Coontie	3 Gal.	
Groundcovers				
150	Liriope muscari 'Big Blue'	Big Blue Liriope	1 Gal.	Plant 18" O.C.
285	Mimosa strigillosa	Sunshine Mimosa	1 Gal.	
6368	Cynodon dactylon	Hybrid Bermuda Grass	SF; Sod	

**** 100% ALL PLANT SPECIES ARE NATIVE TO NW FLORIDA EXCEPT TURF GRASS. ALL SHRUBS AND GROUNDCOVER WILL BE IRRIGATED WITH A DRIP IRRIGATION SYSTEM.**

ARRIS DESTIN RETAIL, LLC
TAX ID 00-2S-22-0000-0013-019A
O.R. 3428, PG 4226



Chick-fil-A
5200 Buffington Road
Atlanta, Georgia 30349-2998



770.442.8171 tel
770.442.1123 fax
Manley Land Design, Inc.
51 Old Canton Street
Alpharetta, Georgia 30009
manleylanddesign.com



CHICK-FIL-A
DESTIN RELO
1021 Hwy 98
Destin, FL 32541

FSU# 04796

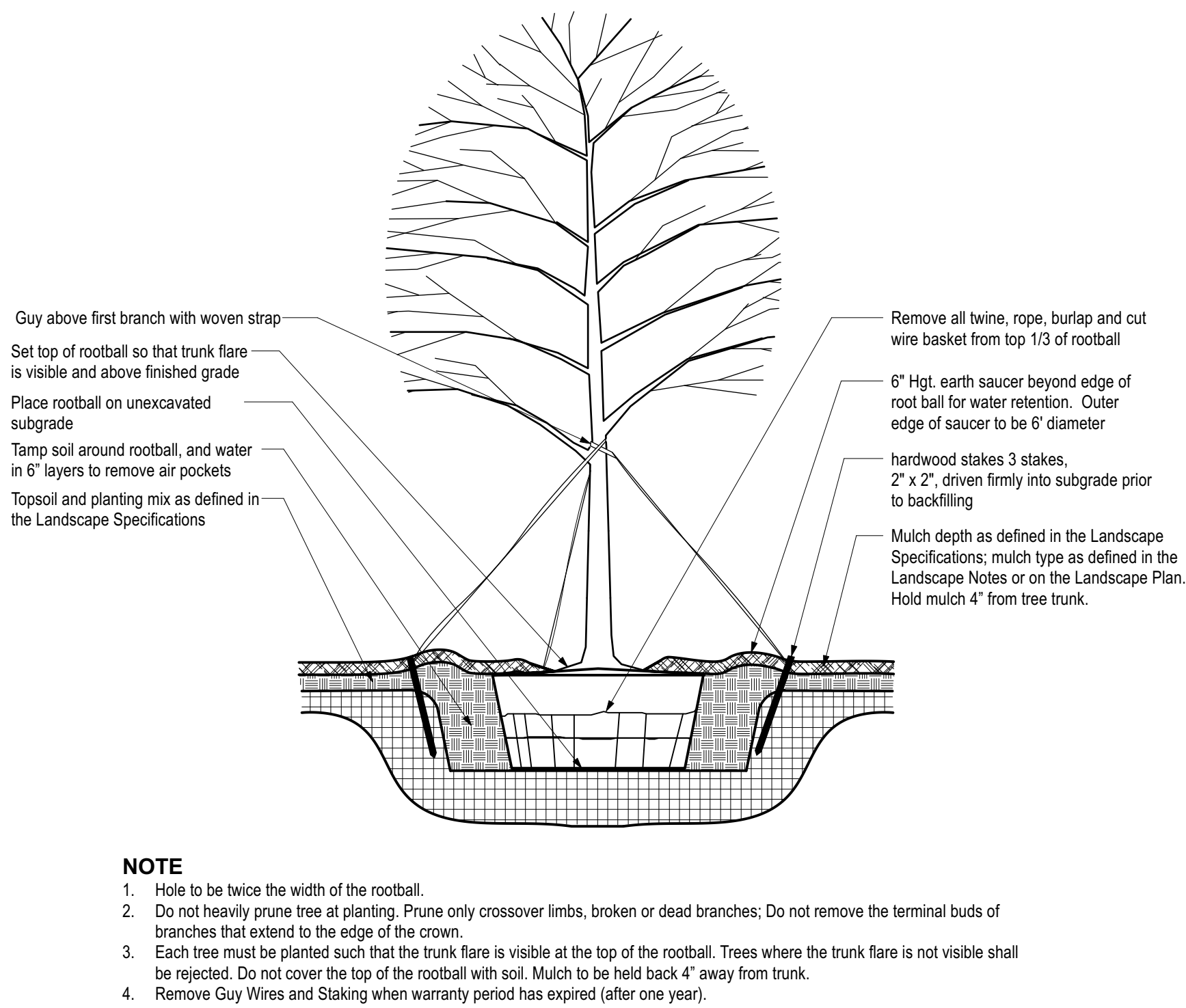
REVISION SCHEDULE		
NO.	DATE	DESCRIPTION
1	7/27/21	Provide Native Plant Material
2	9/30/21	City Comments
3	11/1/21	New Site Plan

MLD PROJECT #	2021018
PRINTED FOR	PERMIT
DATE	7/1/21
DRAWN BY	MB

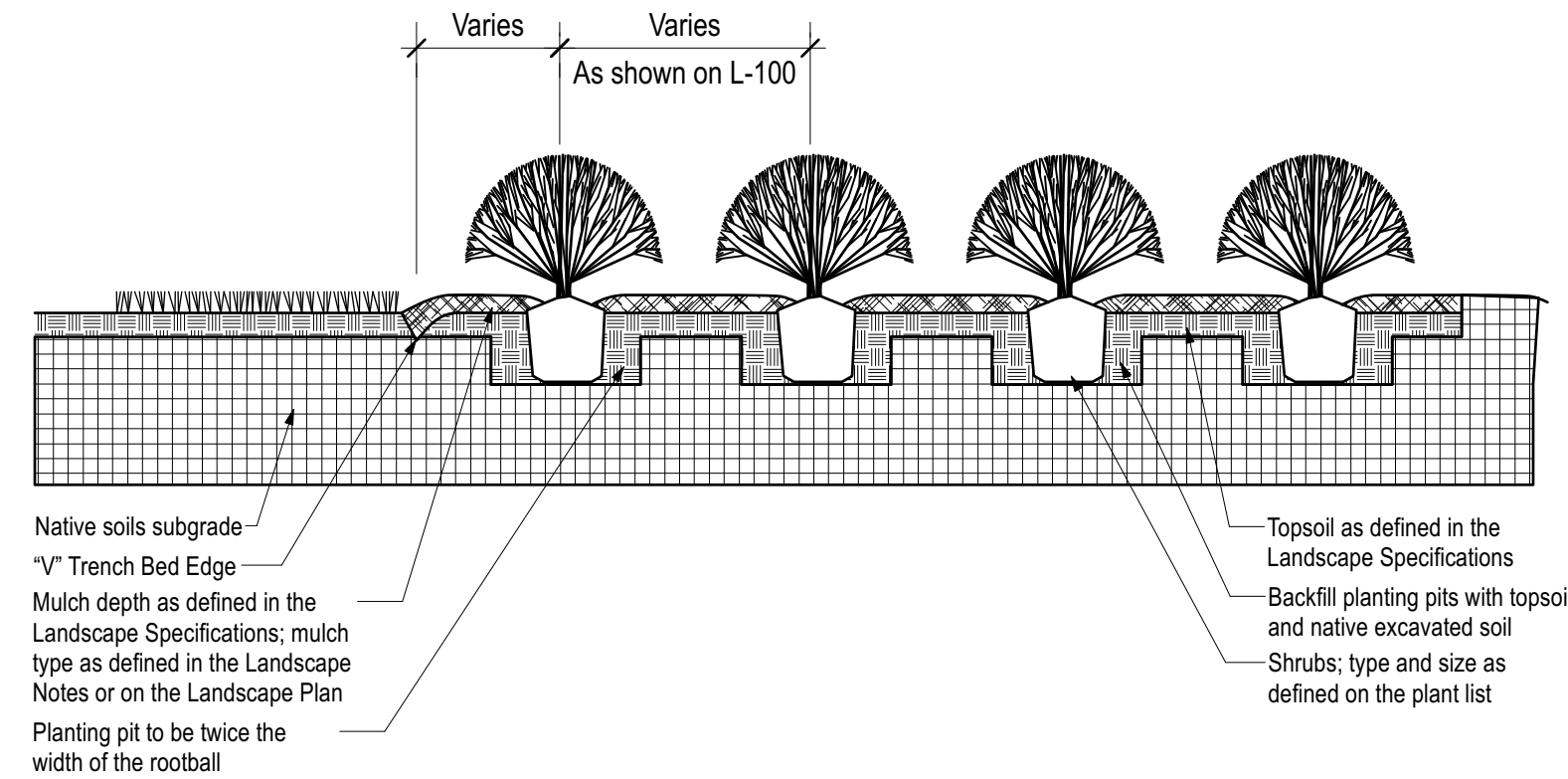
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SHEET
PERMIT Landscape Plan

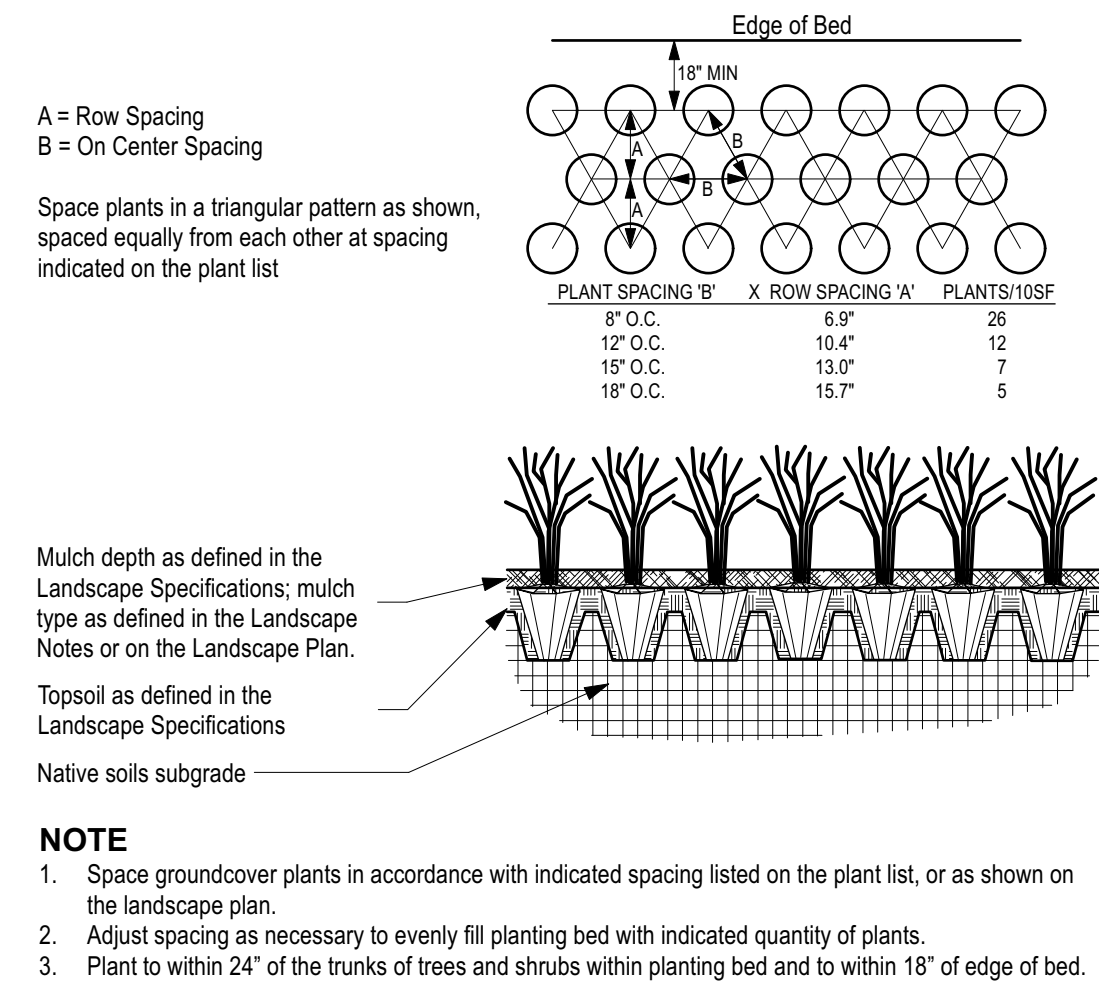
SHEET NUMBER
SHEET: 1 of 6
L-100



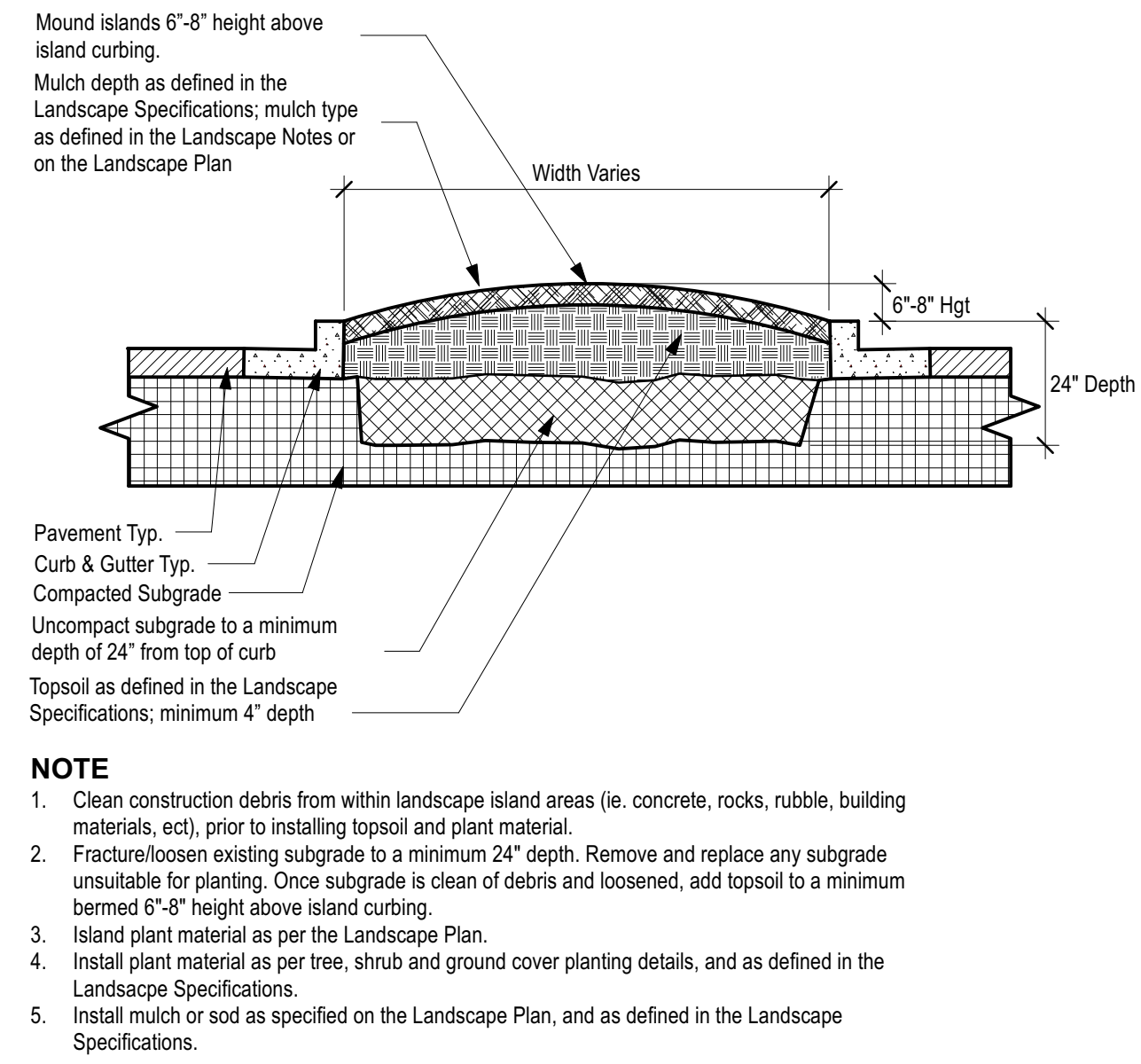
1 **TREE PLANTING & STAKING**
SCALE: NTS



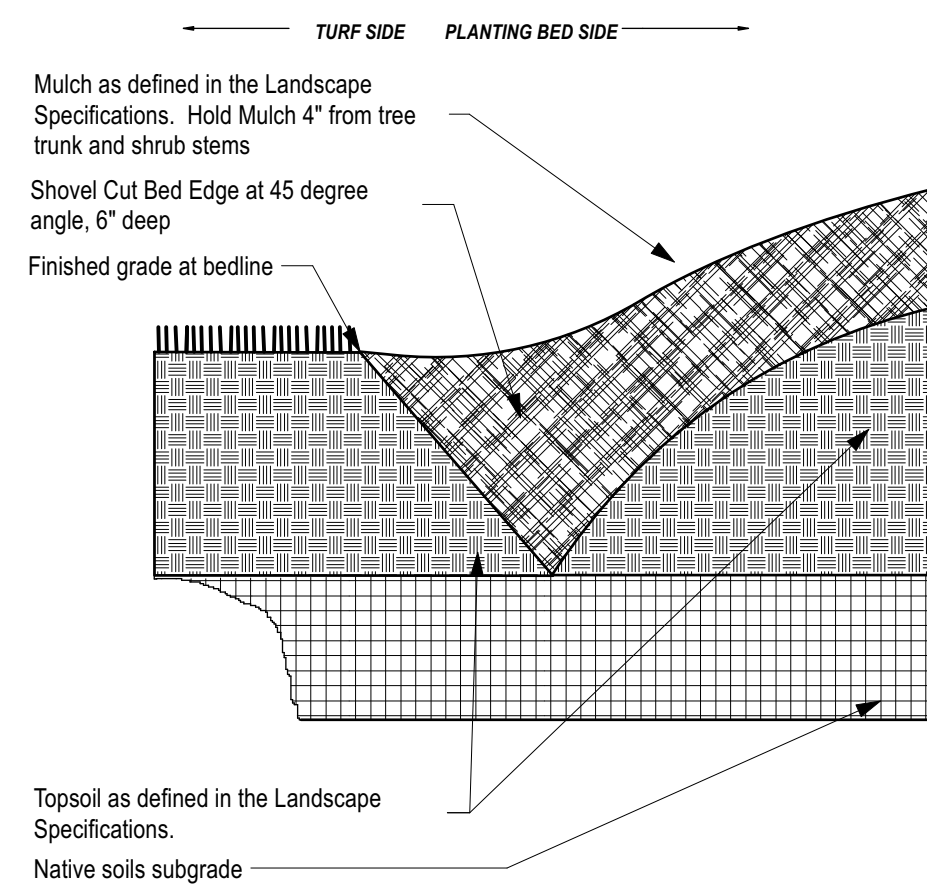
2 **SHRUB BED PLANTING DETAIL**
SCALE: NTS



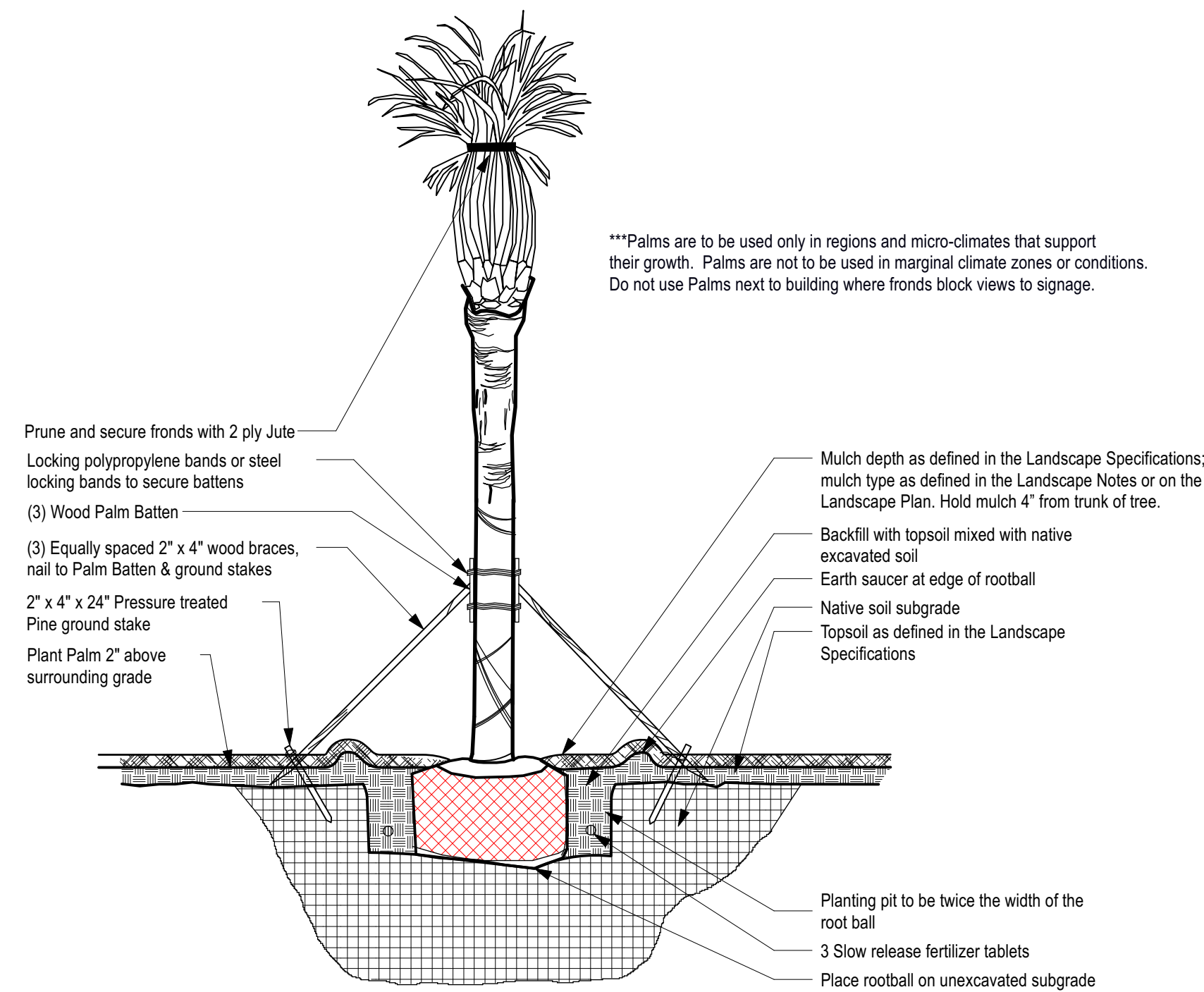
3 **GROUNDCOVER PLANTING DETAIL**
SCALE: NTS



4 **PARKING ISLAND DETAIL**
SCALE: NTS



5 **"V" TRENCH BED EDGING**
SCALE: NTS



6 **PALM PLANTING & STAKING DETAIL**
SCALE: NTS



Chick-fil-A
5200 Buffington Road
Atlanta, Georgia 30349-2998



770.442.8171 tel
770.442.1123 fax

Manley Land Design, Inc.
51 Old Canton Street
Alpharetta, Georgia 30009

manleylanddesign.com



CHICK-FIL-A
DESTIN RELO
1021 Hwy 98
Destin, FL 32541

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REVISION SCHEDULE		
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SHEET

PERMIT Landscape Details

SHEET NUMBER

SHEET: 2 of 6

L-101

LANDSCAPE SPECIFICATIONS

PART 1 - GENERAL

DESCRIPTION

Provide trees, shrubs, ground covers, sod, and annuals/perennials as shown and specified on the landscape plan. The work includes:

1. Soil preparation.
2. Trees, shrubs, ground covers, and annuals/perennials.
3. Planting mixes.
4. Top Soil, Mulch and Planting accessories.
5. Maintenance.
6. Decorative stone.

Related Work:

1. Irrigation System; see irrigation specifications (sheet L-2.2)

QUALITY ASSURANCE

Plant names indicated; comply with "Standardized Plant Names" as adopted by the latest edition of the American Joint Committee of Horticultural Nomenclature. Names of varieties not listed conform generally with names accepted by the nursery trade. Provide stock true to botanical name and legibly tagged.

Comply with sizing and grading standards of the latest edition of "American Standard for Nursery Stock". A plant shall be dimensioned as it stands in its natural position.

All plants shall be nursery grown under climatic conditions similar to those in the locality of the project for a minimum of 2 years.

Nursery Stock furnished shall be at least the minimum size indicated. Larger stock is acceptable, at no additional cost, and providing that the larger plants will not be cut back to size indicated. Provide plants indicated by two measurements so that only a maximum of 25% are of the minimum size indicated and 75% are of the maximum size indicated.

Before submitting a bid, the Contractor shall have investigated the sources of supply and be satisfied that they can supply the listed plants in the size, variety and quality as specified. Failure to take this precaution will not relieve the Contractor from their responsibility for furnishing and installing all plant materials in strict accordance with the Contract Documents without additional cost to the Owner. The Landscape Architect shall approve any substitutes of plant material, or changes in plant material size, prior to the Landscape Contractor submitting a bid.

DELIVER, STORAGE AND HANDLING

Take all precautions customary in good trade practice in preparing plants for moving. Workmanship that fails to meet the highest standards will be rejected. Spray deciduous plants in foliage with an approved "Anti-Desiccant" immediately after digging to prevent dehydration. Dig, pack, transport, and handle plants with care to ensure protection against injury. Inspection certificates required by law shall accompany each shipment invoice or order to stock. Drying out, if plants cannot be planted immediately upon delivery, properly protect them with soil, wet peat moss, or in a manner acceptable to the Landscape Architect. Water heeled-in plantings daily. No plant shall be bound with rope or wire in a manner that could damage or break the branches. Cover plants transported on open vehicles with a protective covering to prevent wind burn.

PROJECT CONDITIONS

Protect existing utilities, paving, and other facilities from damage caused by landscape operations.

A complete list of plants, including a schedule of sizes, quantities, and other requirements are shown on the drawings. In the event that quantity discrepancies or material omissions occur in the plant materials list, the planting plans shall govern.

The irrigation system will be installed prior to planting. Locate, protect and maintain the irrigation system during planting operations. Repair irrigation system components damaged during planting operations; at the Contractor's expense. Refer to the irrigation specifications, irrigation plan and irrigation details.

Do not begin landscape accessory work before completion of final grading or surfacing.

WARRANTY

Warrant plant material to remain alive, be healthy and in a vigorous condition for a period of 1 year after completion and final acceptance of entire project.

Replace, in accordance with the drawings and specifications, all plants that are dead or, are in an unhealthy, or unsightly condition, and have lost their natural shape due to dead branches, or other causes due to the Contractor's negligence. The cost of such replacement(s) is at the Contractor's expense. Warrant all replacement plants for 1 year after installation.

Warranty shall not include damage, loss of trees, plants, or ground covers caused by fires, floods, freezing rains, lightning storms, winds over 75 miles per hour, winter kill caused by extreme cold, severe winter conditions not typical of planting area, and/or acts of vandalism or negligence on a part of the Owner.

Remove and immediately replace all plants, found to be unsatisfactory during the initial planting installation.

Maintain and protect plant material, lawns, and irrigation until final acceptance is made.

ACCEPTANCE

Inspection of planted areas will be made by the Owner's representative.

1. Planted areas will be accepted provided all requirements, including maintenance, have been complied with and plant materials are alive and in a healthy, vigorous condition.

Upon acceptance, the Contractor shall commence the specified plant maintenance.

CODES, PERMITS AND FEES

Obtain any necessary permits for this Section of Work and pay any fees required for permits.

The entire installation shall fully comply with all local and state laws and ordinances, and with all established codes applicable thereto; also as depicted on the landscape and irrigation construction set.

PART 2 - PRODUCTS

MATERIALS

Plants: Provide typical of their species or variety; with normal, densely developed branches and vigorous, fibrous root systems. Provide only sound, healthy, vigorous plants free from defects, disfiguring knots, sun scald injuries, frost cracks, abrasions of the bark, plant diseases, insect eggs, borers, and all forms of infestation. All plants shall have a fully developed form without voids and open spaces. Plants held on storage will be rejected if they show signs of growth during the storage period.

1. Balled and plants wrapped with burlap, to have firm, natural balls of earth of sufficient diameter and depth to encompass the fibrous and feeding root system necessary for full recovery of the plant. Provide ball sizes complying with the latest edition of the "American Standard for Nursery Stock". Cracked or mushroomed balls, or signs of circling roots are not acceptable.
2. Container- grown stock: Grown in a container for sufficient length of time for the root system to have developed to hold its soil together, firm and whole.
 - a. No plants shall be loose in the container.
 - b. Container stock shall not be pot bound.
3. Plants planted in rows shall be matched in form.
4. Plants larger than those specified in the plant list may be used when acceptable to the Landscape Architect.
 - a. If the use of larger plants is acceptable, increase the spread of roots or root ball in proportion to the size of the plant.
5. The height of the trees, measured from the crown of the roots to the top of the top branch, shall not be less than the minimum size designated in the plant list.
6. No pruning wounds shall be present with a diameter of more than 1" and such wounds must show vigorous bark on all edges.
7. Evergreen trees shall be banded to the ground or as specified in plant list.
8. Shrubs and small plants shall meet the requirements for spread and height indicated in the plant list.
 - a. The measurements for height shall be taken from the ground level to the height of the top of the plant and not the longest branch.
 - b. Single stemmed or thin plants will not be accepted.
 - c. Side branches shall be generous, well-twigged, and the plant as a whole well-bushed to the ground.
 - d. Plants shall be in a moist, vigorous condition, free from dead wood, bruises, or other root or branch injuries.

ACCESSORIES

Topsoil: Shall be Fertile, friable, natural topsoil of loamy character, without admixture of subsoil material, obtained from a well-drained arable site, reasonably free from clay, lumps, coarse sands, stones, roots, sticks, and other foreign materials, with acidity range of between pH 6.0 and 6.8.

Note: All planting areas shall be cleaned of construction debris (ie. Concrete, rubble, stones, building material, etc.) prior to adding and spreading of the top soil.

1. **Sod Areas:** Spread a minimum 4" layer of top soil and rake smooth.
2. **Planting bed areas:** Spread a minimum 4" layer of top soil and rake smooth.

3. **Landscape Islands/Medians:** Fracture/loosen existing subgrade to a minimum 24" depth. Remove and replace any subgrade unsuitable for planting. Once subgrade is clean of debris and loosened, add topsoil to a minimum berm 6"-8" height above island curbing.
4. **Annual/Perennial bed areas:** Add a minimum of 4" organic matter and till to a minimum 12" depth.

Mulch: Type selected dependent on region and availability; see landscape plans for type of much to be used. Hold mulch 4" from tree trunks and shrub stems.

1. Hardwood: 6 month old well rotted double shredded native hardwood bark mulch not larger than 4" in length and 1/2" in width, free of wood chips and sawdust. Install minimum depth of 3".
2. Pine Straw: Pine straw to be fresh harvest, free of debris, bright in color. Bales to be wired and tightly bound. Needles to be dry. Install minimum depth of 3".
3. River Rock: (color) light gray to buff to dark brown, washed river rock, 1" – 3" in size. Install in shrub beds to an even depth of 3". Weed control barrier to be installed under all rock mulch areas. Use caution during installation not to damage plant material.
4. Mini Nuggets: Install to a minimum depth of 2"-3" at all locations of annual and perennial beds. Lift the stems and leaves of the annuals and carefully spread the mulch to avoid injuring the plants. Gently brush the mulch off the plants.

Guying/Staking:

1. Arbotite: Green (or white) staking and guying material to be flat, woven, polypropylene material, 3/4" wide 900 lb. break strength. Arbotite shall be fastened to stakes in a manner which permits tree movement and supports the tree.
2. Remove Guying/Staking after one year from planting.

Tree Wrap: Tree wraps should be used on young, newly planted thin-barked trees (Cherry, Crabapple, Honey Locust, Linden, Maple, Mountain Ash, Plum) that are most susceptible to sun scald/Sunburn. Standard waterproofed tree wrapping paper, 2-1/2" wide, made of 2 layers of crepe Draft paper weighing not less than 30 lbs. per ream, cemented together with asphalt. Wrap the tree in the fall and leave the wrap in place throughout the winter and early spring. Tree wraps are temporary and no longer needed once trees develop corky bark.

PART 3 – EXECUTION

INSPECTION

Prior to beginning work, the Landscape Contractor shall inspect the subgrade, general site conditions, verify elevations, utility locations, irrigation, approve top soil provided by the General Contractor and observe the site conditions under which the work is to be done. Notify the General Contractor of any unsatisfactory conditions, and work shall not proceed until such conditions have been corrected and are acceptable to the Landscape Contractor.

PREPARATION

Planting shall be performed only by experienced workmen familiar with planting procedures under the supervision of a qualified supervisor.

Locate plants as indicated on the plans or as approved in the field after staking by the Landscape Contractor. If obstructions are encountered that are not shown on the drawings, do not proceed with planting operations until alternate plant locations have been selected and approved by the Landscape Architect; spacing of plant material shall be as shown on the landscape plan.

Excavate circular plant pits with vertical sides, except for plants specifically indicated to be planted in beds. Provide shrub pits at least 12" greater than the diameter of the root system and 24" greater for trees. Depth of pit shall accommodate the root system. Provide undisturbed sub grade to hold root ball at nursery grade as shown on the drawings.

INSTALLATION

Set plant material in the planting pit to proper grade and alignment. Set plants upright, plumb, and faced to give the best appearance or relationship to each other or adjacent structure. Set plant material 2" – 3" above the finish grade. No filling will be permitted around trunks or stems. Backfill the pit with topsoil mix and excavated material. Do not use frozen or muddy mixtures for backfilling. Form a ring of soil around the edge of each planting pit to retain water.

After balled and wrapped in burlap plants are set, muddle planting soil mixture around bases of balls and fill all voids.

1. Remove all burlap, ropes, and wires from the top 1/3 of the root ball

Space ground cover plants in accordance with indicated dimensions. Adjust spacing as necessary to evenly fill planting bed with indicated quantity of plants. Plant to within 24" of the trunks of trees and shrubs within planting bed and to within 18" of edge of bed.

Mulching:

1. Mulch tree and shrub planting pits and shrub beds with required mulching material (see landscape plan for mulch type); depth of mulch as noted above. **Hold mulch back 4" away from tree trunks and shrub stems.** Thoroughly water mulched areas. After watering, rake mulch to provide a uniform finished surface.
- Decorative Stone: (where indicated on landscape plan)
1. Install weed control barrier over sub-grade prior to installing stone. Lap 6" on all sides.
 2. Place stone without damaging weed barrier.
 3. Arrange stones for best appearance and to cover all weed barrier fabric.

Wrapping, guying, staking:

1. Inspect trees for injury to trunks, evidence of insect infestation, and improper pruning before wrapping.
2. Wrapping:
 - a. Wrap trunks of all young newly planted trees known to have thin bark. Wrap spirally from bottom to top with specified tree wrap and secure in place.
 - b. Overlap 1/2 the width of the tree wrap strip and cover the trunk from the ground to the height of the second branch.
 - c. Secure tree wrap in place with twine wound spirally downward in the opposite direction, tied around the tree in at least 3 places in addition to the top and bottom.
 - d. Wrap the trees in the fall and leave the wrap in place throughout the winter and early spring.
 - e. Tree wraps are temporary and no longer needed once the trees develop corky bark.
3. Staking/Guying:
 - a. Stake/guy all trees immediately after lawn sodding operations and prior to acceptance.
 - b. Stake deciduous trees 2" caliper and less. Stake evergreen trees under 7"-0" tall.
 1. Stakes are placed in line with prevailing wind direction and driven into undisturbed soil.
 2. Ties are attached to the tree, usually at the lowest branch.
 - c. Guy deciduous trees over 2" caliper. Guy evergreen trees 7"-0" tall and over.
 1. Guy wires to be attached to three stakes driven into undisturbed soil, with one stake placed in the direction of the prevailing wind.
 2. Ties are attached to the tree as high as practical.
 3. The axis of the stake should be at 90 degree angle to the axis on the pull of the guy wire.
4. **Remove all guying and staking after one year from planting.**

Pruning:

1. Prune deciduous trees and evergreens only to remove broken or damaged branches.

WORKMANSHIP

During landscape/irrigation installation operations, all areas shall be kept neat and clean. Precautions shall be taken to avoid damage to existing structures. All work shall be performed in a safe manner to the operators, the occupants and any pedestrians.

Upon completion of installation operations, all excess materials, equipment, debris and waste material shall be cleaned up and removed from the site; unless provisions have been granted by the owner to use on-site trash receptacles. Sweep parking and walks clean of dirt and debris. Remove all plant tags and other debris from lawns and planting areas.

Any damage to the landscape, the structure, or the irrigation system caused by the landscape contractor shall be repaired by the landscape contractor without charge to the owner.

MAINTENANCE

Contractor shall provide maintenance until work has been accepted by the Owner's Representative.

Maintenance shall include mowing, fertilizing, mulching, pruning, cultivation, weeding, watering, and application of appropriate insecticides and fungicides necessary to maintain plants and lawns free of insects and disease.

1. Re-set settled plants to proper grade and position. Restore planting saucer and adjacent material and remove dead material.
2. repair guy wires and stakes as required. Remove all stakes and guy wires after 1 year.
3. Correct defective work as soon as possible after deficiencies become apparent and weather and season permit.
4. Water trees, plants and ground cover beds within the first 24 hours of initial planting, and not less than twice per week until final acceptance.

LANDSCAPE MAINTENANCE SPECIFICATIONS

The Contractor shall provide as a separate bid, maintenance for a period of **1 year** after final acceptance of the project landscaping. The Contractor must be able to provide continued maintenance if requested by the Owner or provide the name of a reputable landscape contractor who can provide maintenance.

STANDARDS

All landscape maintenance services shall be performed by trained personnel using current, acceptable horticultural practices.

All work shall be performed in a manner that maintains the original intent of the landscape design.

All chemical applications shall be performed in accordance with current county, state and federal laws, using EPA registered materials and methods of application. These applications shall be performed under the supervision of a Licensed Certified applicator.

APPROVALS

Any work performed in addition to that which is outlined in the contract shall only be done upon written approval by the Owner's Representative (General Manager of the restaurant).

All seasonal color selections shall be approved by the General Manager prior to ordering and installation.

SOIL TESTING

The maintenance contractor shall perform soil tests as needed to identify imbalances or deficiencies causing plant material decline. The owner shall be notified of the recommendation for approval, and the necessary corrections made at an additional cost to the owner.

Acceptable Soil Test Results

	Landscape Trees and Shrubs	Turf
pH Range	5.0-7.0	6.0-7.0
Organic Matter	>1.5%	>2.5%
Magnesium (Mg)	100-lbs./acre	100-lbs./acre
Phosphorus (P2O5)	150-lbs./acre	150-lbs./acre
Potassium (K2O)	120-lbs./acre	120-lbs./acre
Solubility	Not to exceed 900ppm/1.9 mmhos/cm in soil; not to exceed 1400 ppm/2.5 mmhos/cm in high organic mix	Not to exceed 750ppm/0.75 mmhos/cm in soil; not to exceed 2000 ppm/2.0 mmhos/cm in high organic mix
Conductivity		
For unusual soil conditions, the following optional tests are recommended with levels not to exceed:		
Boron	3 pounds per acre	
Manganese	50 pounds per acre	
Potassium (K2O)	450 pounds per acre	
Sodium	20 pounds per acre	

WORKMANSHIP

During landscape maintenance operations, all areas shall be kept neat and clean. Precautions shall be taken to avoid damage to existing structures. All work shall be performed in a safe manner to the operators, the occupants and any pedestrians.

Upon completion of maintenance operations, all debris and waste material shall be cleaned up and removed from the site, unless provisions have been granted by the owner to use on-site trash receptacles.

Any damage to the landscape, the structure, or the irrigation system caused by the maintenance contractor, shall be repaired by the maintenance contractor without charge to the owner.

TURF

GENERAL CLEAN UP

Prior to mowing, all trash, sticks, and other unwanted debris shall be removed from lawns, plant beds, and paved areas.

MOWING

Warm season grasses (i.e. Bermuda grass) shall be maintained at a height of 1" to 2" during the growing season.

Cool season grasses, including blue grass, tall fescue, perennial ryegrass, etc., shall be maintained at a height of 2" to 3" in spring and fall. From June through September, mowing height shall be maintained at no less than 3".

The mowing operation includes trimming around all obstacles, raking excessive grass clippings and removing debris from walks, curbs and parking areas. Caution: Weed eaters should NOT be used around trees because of potential damage to the bark.

EDGING

Edging of all sidewalks, curbs and other paved areas shall be performed once every other mowing. Debris from the edging operations shall be removed and the areas swept clean. Caution shall be used to avoid flying debris.

LIMING & FERTILIZING

A soil test shall be taken to determine whether an application of limestone in late fall is necessary. If limestone is required, the landscape contractor shall specify the rate, obtain approval from the owner and apply it at an additional cost. A unit price for liming of turf shall accompany the bid based on a rate of 50 pounds per 1000 square feet.

Fertilizer shall be applied in areas based on the existing turf species.

LAWN WEED CONTROL: HERBICIDES

Selection and proper use of herbicides shall be the landscape contractor's responsibility. All chemical applications shall be performed under the supervision of a Licensed Certified Applicator. **Read the label prior to applying any chemical.**

INSECT & DISEASE CONTROL FOR TURF

The contractor shall be responsible for monitoring the site conditions on each visit to determine if any insect pest or disease problems exist. The contractor shall identify the insect pest or disease, as well as the host plant, and then consult the most current edition of the Cooperative Extension Service's "Commercial Insecticide Recommendation for Turf" for control. The licensed applicator shall be familiar with the label provided for the selected product prior to application.

Inspection and treatment to control insect pests shall be included in the contract price.

TREES, SHRUBS, & GROUND COVER

PRUNING

All ornamental trees, shrubs and ground cover shall be pruned when appropriate to remove dead or damaged branches, develop the natural shapes. **Do not shear trees or shrubs.** If previous maintenance practice has been to shear and ball, then a natural shape will be restored gradually.

Pruning Guidelines:

1. Prune those that flower before the end of June immediately after flowering. Flower buds develop during the previous growing season. Fall, winter or spring pruning would reduce the spring flowering display.
2. Prune those that flower in summer or autumn in winter or spring before new growth begins, since these plants develop flowers on new growth.
3. Delay pruning plants grown for ornamental fruits, such as cotoneasters, pyracanthas and viburnums.
4. Hollies and other evergreens may be pruned during winter in order to use their branches for seasonal decoration. However, severe pruning of evergreens should be done in early spring only.
5. Broadleaf evergreen shrubs shall be hand-pruned to maintain their natural appearance after the new growth hardens off.
6. Hedges or shrubs that require shearing to maintain a formal appearance shall be pruned as required. Dead wood shall be removed from sheared plants before the first shearing of the season.
 - A. Conifers shall be pruned, if required, according to their genus.
 - A. Yews, junipers, hemlocks, arbutoviae, and false-cypress may be pruned after new growth has hardened off in late summer. If severe pruning is necessary, it must be done in early spring.
 - B. Firs and spruces may be lightly pruned in late summer, fall, or winter after completing growth. Leave side buds. Never cut central leader.
 - C. Pines may be lightly pruned in early June by reducing candles.
8. Groundcover shall be edged and pruned as needed to contain it within its borders.

9. Thinning: Remove branches and water sprouts by cutting them back to their point of origin on parent stems. This method results in a more open plant, without stimulating excessive growth. Thinning is used on crepe myrtles, lilacs, viburnums, smoke bush, etc.
10. Renewal pruning: Remove oldest branches of shrub at ground, leaving the younger, more vigorous branches. Also remove weak stems. On overgrown plants, this method may be best done over a three-year period. Renewal pruning may be used on abelia, forsythia, deutzia, spiraea, etc.

Plants overhanging passageways and parking areas and damaged plants shall be pruned as needed.

Shade trees that cannot be adequately pruned from the ground shall not be included in the Maintenance Contract. A certified arborist under a separate contract shall perform this type of work.

SPRING CLEANUP

Plant beds shall receive a general cleanup before fertilizing and mulching. Cleanup includes removing debris and trash from beds and cutting back herbaceous perennials left standing through winter, e.g. ornamental grasses, Sedum Autumn Joy.

FERTILIZING

For trees, the rate of fertilization depends on the tree species, tree vigor, area available for fertilization, and growth stage of the tree. Mature specimens benefit from fertilization every 3 to 4 years; younger trees shall be fertilized more often during rapid growth stages.

The current recommendation is based on the rate of 1000 square feet of area under the tree to be fertilized. For deciduous trees, 2 to 6 pounds of Nitrogen per 1000 square feet; for narrow-leaf evergreens, 1 to 4 pounds of Nitrogen per 1000 square feet; for broadleaf evergreens, 1 to 3 pounds of Nitrogen per 1000 square feet.

Shrubs and groundcover shall be top-dressed with compost 1" deep, or fertilized once in March with 10-6-4 analysis fertilizer at the rate of 3 pounds per 100 square feet of bed area. Eriaceous material shall be fertilized with an ericaceous fertilizer at the manufacturer's recommendation rate. If plants are growing poorly, a soil sample should be taken.

MULCHING

Annually, all tree and shrub beds will be prepared and mulched, to a minimum depth of 3" with quality mulch to match existing. Bed preparation shall include removing all weeds, cleaning up said bed, edging and cultivating decayed mulch into the soil. Debris from edging is to be removed from beds where applicable. If deemed necessary, a pre-emergent herbicide may be applied to the soil to inhibit the growth of future weeds.

Organically maintained gardens shall not receive any pre-emergent herbicides. Mulch in excess of 4" will be removed from the bed areas. SPECIAL CARE shall be taken in the mulching operation not to over-mulch or cover the base of trees and shrubs. This can be detrimental to the health of the plants.

WEEDING

All beds shall be weeded on a continuous basis throughout the growing season to maintain a neat appearance at all times.

Pre-emergent (soil-applied) and post-emergent (foliar-applied) herbicides shall be used where and when applicable and in accordance with the product's label.

INSECT & DISEASE CONTROL: TREES, SHRUBS & GROUND COVER

The maintenance contractor shall be responsible for monitoring the landscape site on a regular basis. The monitoring frequency shall be monthly except for growing season, which will be every other week. Trained personnel shall monitor for plant damaging insect activity, plant pathogenic diseases and potential cultural problems in the landscape. The pest or cultural problem will be identified under the supervision of the contractor.

For plant damaging insects and mites identified in the landscape, the contractor shall consult and follow the recommendations of the most current edition of the state Cooperative Service publication on insect control on landscape plant material.

Plant pathogenic disease problems identified by the contractor that can be resolved by pruning or physical removal of damaged plant parts will be performed as part of the contract. For an additional charge, plant pathogenic diseases that can be resolved through properly timed applications of fungicides shall be made when the owner authorizes it.

If the contractor notes an especially insect-or disease-prone plant species in the landscape, he/she will suggest replacement with a more pest-resistant cultivar or species that is consistent with the intent of the landscape design.

NOTE: For identification of plant-damaging insects and mites, a reference textbook that can be used is *Insects that Feed on Trees and Shrubs* by Johnson and Lyon, Comstock Publishing Associates. For plant pathogenic diseases, two references are suggested: *Scouting and Controlling Woody Ornamental Diseases in Landscapes and Nurseries*, authored by Gary Moorman, published by Penn State College of Agricultural Sciences, and *Diseases of Trees and Shrubs* by Sinclair and Lyon, published by Comstock Publishing Press.

TRASH REMOVAL

The maintenance contractor shall remove trash from all shrub and groundcover beds with each visit.

LEAF REMOVAL

All fallen leaves shall be removed from the site in November and once in December. If requested by the owner, the maintenance contractor, at an additional cost to the owner shall perform supplemental leaf removals.

WINTER CLEAN-UP

The project shall receive a general clean-up once during each of the winter months, i.e., January, February, and March.

Clean-up includes:

- Cleaning curbs and parking areas
- Removing all trash and unwanted debris
- Turning mulch where necessary
- Inspection of grounds

SEASONAL COLOR: PERENNIALS, ANNUALS, AND BULBS

The installation of perennials, annuals, and bulbs, unless specified herein, shall be reviewed with the owner, and, if accepted, installed and billed to the owner.

SEASONAL COLOR MAINTENANCE

Perennialization of Bulbs:

1. After flowering, cut off spent flower heads.
2. Allow leaves of daffodils and hyacinths to remain for six weeks after flowers have faded. Cut off at base.
3. Allow leaves of other bulbs to yellow naturally and then cut off at base.
4. Apply fertilizer after flowering in spring, possibly again in fall. Apply 10-10-10 at the rate of 2 pounds per 1000 square feet, or top-dress with compost 1" deep. Fall fertilization with a bulb fertilizer or mulching with 1" of compost is optional.

Flower Rotation:

1. Bulbs: Remove the entire plant and bulb after flowers have faded or at the direction of the owner, and install new plants if included in contract.
2. Summer Annuals or Fall Plants:
 - a. Dead heading: Pinch and remove dead flowers on annuals as necessary.
 - b. Fertilizing Summer Annuals: Fertilize using one or two methods: Apply a slow-release fertilizer in May following manufacturer's recommendations. A booster such as 10-10-10 may be necessary in late summer. Or, apply liquid fertilizations of 20-20-20 water-soluble fertilizers, not to exceed 2 pounds of 20-20-20 per 100 gallons of water, monthly, or mulch with compost 1" deep.
 - c. Removal: If fall plants are to be installed, summer annuals shall be left in the ground until the first killing frost and then removed, unless otherwise directed by the owner.

Perennials:

1. After initial installation, if a time-released fertilizer has been incorporated during plant installation, no more fertilizer need be applied the first growing season.
2. The following year:
 - a. Fertilize perennials with a slow-release fertilizer or any 50% organic fertilizer, or mulch perennials

IRRIGATION LEGEND - RAINBIRD PRODUCTS ONLY

W	IRRIGATION WELL & PUMP (VAC AS REQUIRED)	PROVIDED BY THE GC; WELL & PUMP MUST PRODUCE A MIN. 20 GPM & 60 PSI
S	1" MANUAL SHUTOFF VALVE	1 REQUIRED
BF	BACKFLOW PREVENTER	AS REQUIRED BY CITY
PR	1" PRESSURE REGULATOR	AS REQUIRED
EV	1" ELECTRICAL MASTER VALVE	1 REQUIRED
	LANDSCAPE DRIPLINE	RAINBIRD XFD-09-18
	ROTARY SIDE STRIP NOZZLE	RAINBIRD RD1800-S-P45-RVANLCS or (RCS)
	ROTARY LEFT OR RIGHT END STRIP NOZZLE	RAINBIRD RD1800-S-P45-RVANSST
	45-270 ADJUSTABLE ARC ROTARY NOZZLE - 8'-14" RADIUS	RAINBIRD RD1800-S-P45-R-VAN14
	360 ROTARY NOZZLE - 13'-18" RADIUS	RAINBIRD RD1800-S-P45-R-VAN18-360
	45-270 ADJUSTABLE ARC ROTARY NOZZLE - 13'-18" RADIUS	RAINBIRD RD1800-S-P45-R-VAN18
	360 ROTARY NOZZLE - 17'-24" RADIUS	RAINBIRD RD1800-S-P45-R-VAN24-360
	45-270 ADJUSTABLE ARC ROTARY NOZZLE - 17'-24" RADIUS	RAINBIRD RD1800-S-P45-R-VAN24
	360 MPR SERIES STREAM ROTOR NOZZLE - 25',30',35' RADIUS	RAINBIRD 5000-R-MPR-F25/30/35 (as indicated at the head)
	180 MPR SERIES STREAM ROTOR NOZZLE - 25',30',35' RADIUS	RAINBIRD 5000-R-MPR-H25/30/35 (as indicated at the head)
	90 MPR SERIES STREAM ROTOR NOZZLE - 25',30',35' RADIUS	RAINBIRD 5000-R-MPR-Q25/30/35 (as indicated at the head)
	5000 SERIES ROTOR - QUARTER SPRAY	RAINBIRD 5000-PC-PRS-NP w/3.0 NOZZLE
	5000 SERIES ROTOR - HALF SPRAY	RAINBIRD 5000-PC-PRS-NP w/6.0 NOZZLE
	1" ELECTRIC VALVE	RAINBIRD 100-PGA
	1" DRIP CONTROL ZONE VALVE	RAINBIRD KCZ-100-PRB-COM
C	AUTOMATIC CONTROLLER	RAINBIRD ESP-ME3 (120V required); expansion modules as needed
RF	RAIN/FREEZE SENSOR	RAINBIRD WR2-RFC
	1" LATERAL LINE	CLASS 200 PVC IRRIGATION PIPE AND FITTINGS - 1" LATERAL LINES
	1.5" MAINLINE	CLASS 200 PVC IRRIGATION PIPE AND FITTINGS - 1.5" MAINLINE
	IRRIGATION SLEEVE - 4" SCH 40 PVC	4" SCH 40 PVC SLEEVE UNDER PAVEMENT installation of sleeves by contractor in location as shown on plan.

IRRIGATION NOTES

1. Irrigation contractor is responsible for locating and protecting all underground utilities prior to trenching.
2. Pressure regulator required by local code if static water pressure at point of connection for site is greater than 80 psi.
3. Irrigation Water Supply.
4. General Contractor shall have a submersible pump in a drilled well producing a minimum of 20 gallons per minute at 60 PSI. Supply electrical power at the well as recommended by the pump utilized.
4. All valves to be located in valve box with cover at grade; Locate box in grass area when possible.
5. Automatic controller to be located in the storage room. Rain/freeze sensor shall be located on the trash enclosure respectively; Rain/freeze Sensor to be located free from obstructions and exposed to the weather.
6. All pipes, automatic valves, backflow preventor, manual valve and meter to be located within property lines. Shown outside on drawing for clarity only.
7. 45 psi required per rotor station, 30 psi required per spray station, 40 psi required per drip station. All spray and rotor bodies to have PRS (In-stem pressure regulation) as indicated in the legend.
8. Pop-up height of spray heads to be as follows: 4" in Turf Zones, 12" in Shrub Zones, and 12" in Seasonal/color beds. Rotor height to be 4". MPR Rotor Nozzle size is indicated on drawing for each rotor.
9. 4" SCH 40 PVC sleeves to be located as shown on drawing. Extend sleeve 18" beyond back of curb or pavement.
9. Sleeves to be located and exposed by the general contractor prior to start of irrigation installation.
10. All 1.5" mainlines (class 200 PVC pipe) to have a minimum of 18" cover.
11. All lateral and sub-main pipe (class 200 PVC pipe) to have a minimum of 12" and a maximum of 18" cover.
12. No rocks, boulders, or other extraneous materials to be used in backfilling trenches.
13. All threaded joints to be coated with Teflon Tape or Liquid Teflon.
14. All lines to be thoroughly flushed before installation of sprinkler heads.
15. Must use products specified on this drawing, unless otherwise approved by the Landscape Architect. Refer to the Irrigation Legend for product specs.
16. Irrigation is to be installed as designed, unless otherwise approved by the Landscape Architect.
17. All pipe, valves, drip, spray heads, rotors, controllers, and weather sensors to be installed as per manufacturers specifications. For any questions on Rainbird products or installation of rainbird products call Donn Mann 520-904-1146
18. Irrigation contractor shall provide an as-built drawing to the landscape architect; this drawing shall be overnighted within 24 hours of completion of installation.
19. Irrigation Contractor to perform a walk-thru inspection with the Store Operator of the functioning system prior to opening but no later than one week after opening.

NOTE:

SEE SHEET L-201 FOR IRRIGATION DETAILS
SEE SHEET L-202 FOR IRRIGATION SPECIFICATIONS

Irrigation contractor shall provide an as built drawing to the landscape architect. This drawing shall be overnighted to Manley Land Design, Inc within 24 hours of completion of installation.

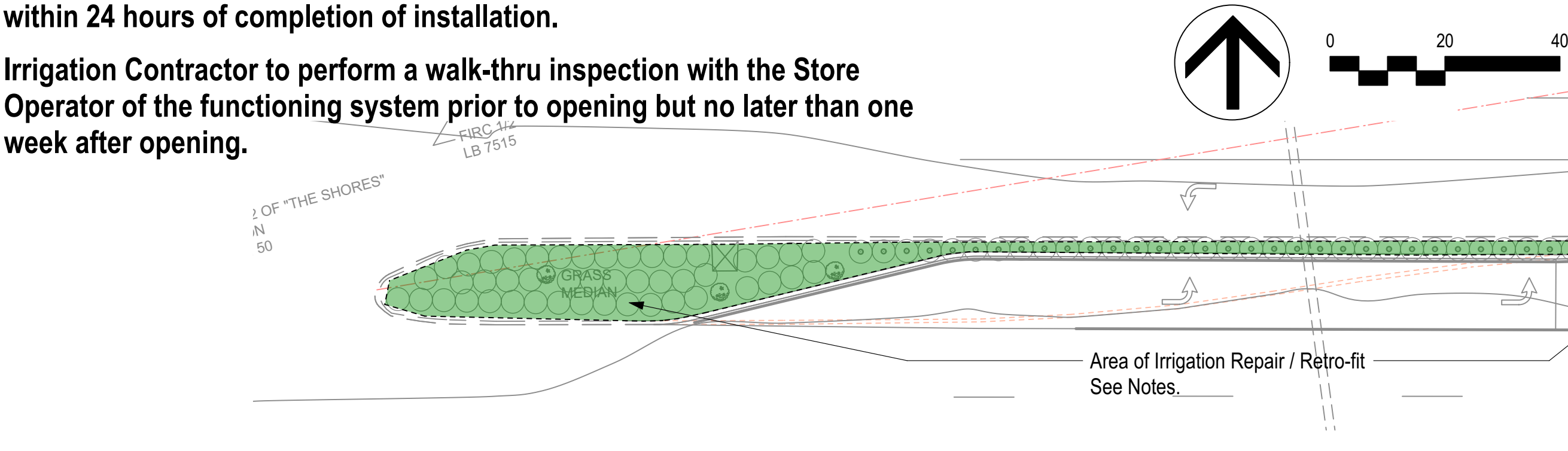
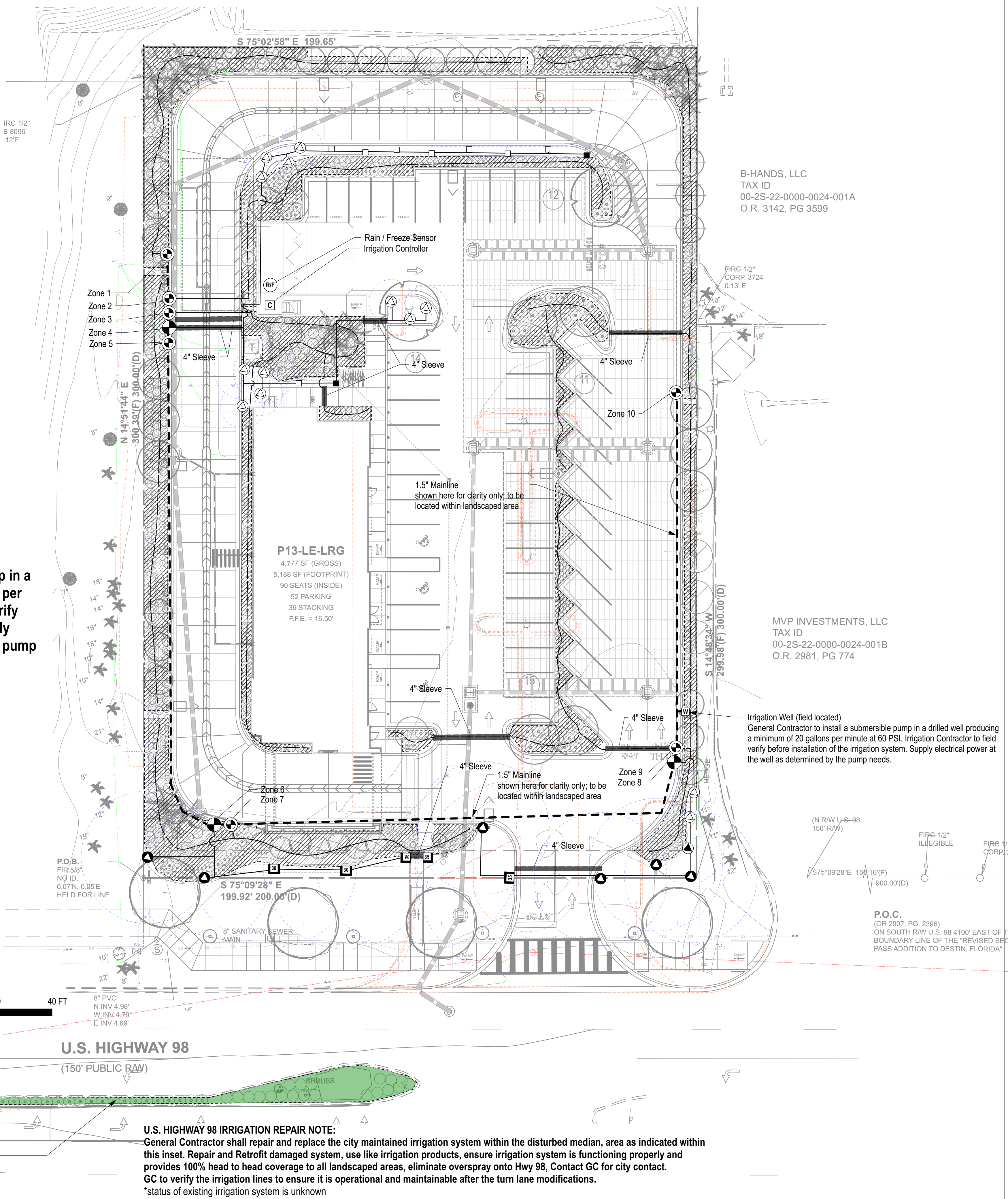
Irrigation Contractor to perform a walk-thru inspection with the Store Operator of the functioning system prior to opening but no later than one week after opening.

Irrigation Well (field located)

General Contractor to install a submersible pump in a drilled well producing a minimum of 20 gallons per minute at 60 PSI. Irrigation Contractor to field verify before installation of the irrigation system. Supply electrical power at the well as determined by the pump needs.

IRRIGATION ZONES

SMART CONTROLLER		
1.....	DRIP	6.....10.32 GPM
7.....	DRIP	7.....11.58 GPM
3.....	DRIP	8.....15.21 GPM
4.....	DRIP	9.....11.58 GPM
5.....	DRIP	10.....11.58 GPM



U.S. HIGHWAY 98 IRRIGATION REPAIR NOTE:
General Contractor shall repair and replace the city maintained irrigation system within the disturbed median, area as indicated within this inset. Repair and Retrofit damaged system, use like irrigation products, ensure irrigation system is functioning properly and provides 100% head to head coverage to all landscaped areas, eliminate overspray onto Hwy 98, Contact GC for city contact. GC to verify the irrigation lines to ensure it is operational and maintainable after the turn lane modifications.
*status of existing irrigation system is unknown



Chick-fil-A
5200 Buffington Road
Atlanta, Georgia 30349-2998



770.442.8171 tel
770.442.1123 fax
Manley Land Design, Inc.
51 Old Canton Street
Alpharetta, Georgia 30009
manleylanddesign.com



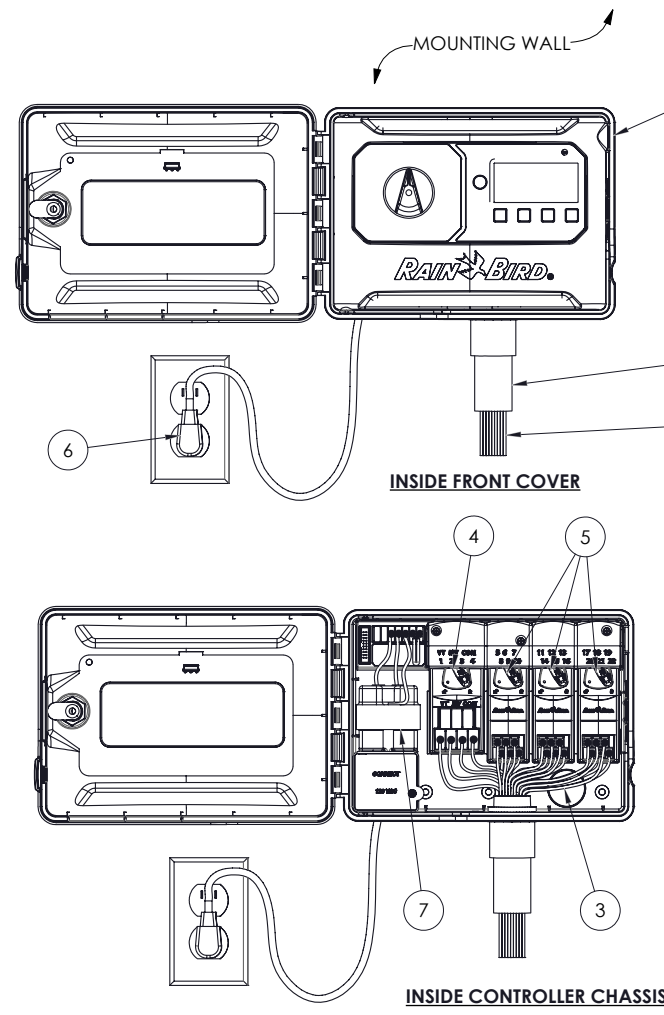
CHICK-FIL-A
DESTIN RELO
1021 Hwy 98
Destin, FL 32541

FSU# 04796

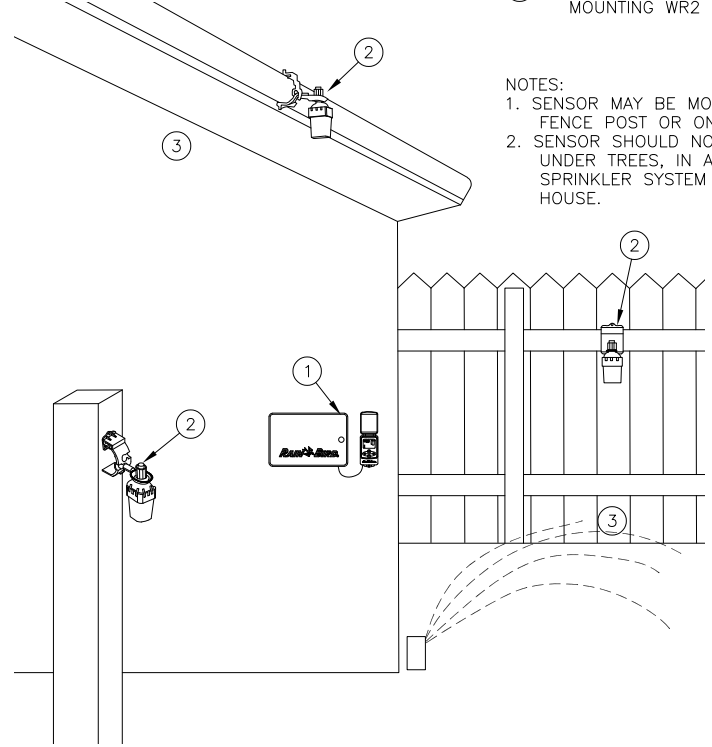
REVISION SCHEDULE		
NO.	DATE	DESCRIPTION
1	9/7/21	Irrigation Well
2	9/30/21	City Comments
3	11/1/21	New Site Plan

M.L.D. PROJECT # 2021018
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DATE 8/12/21
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SHEET

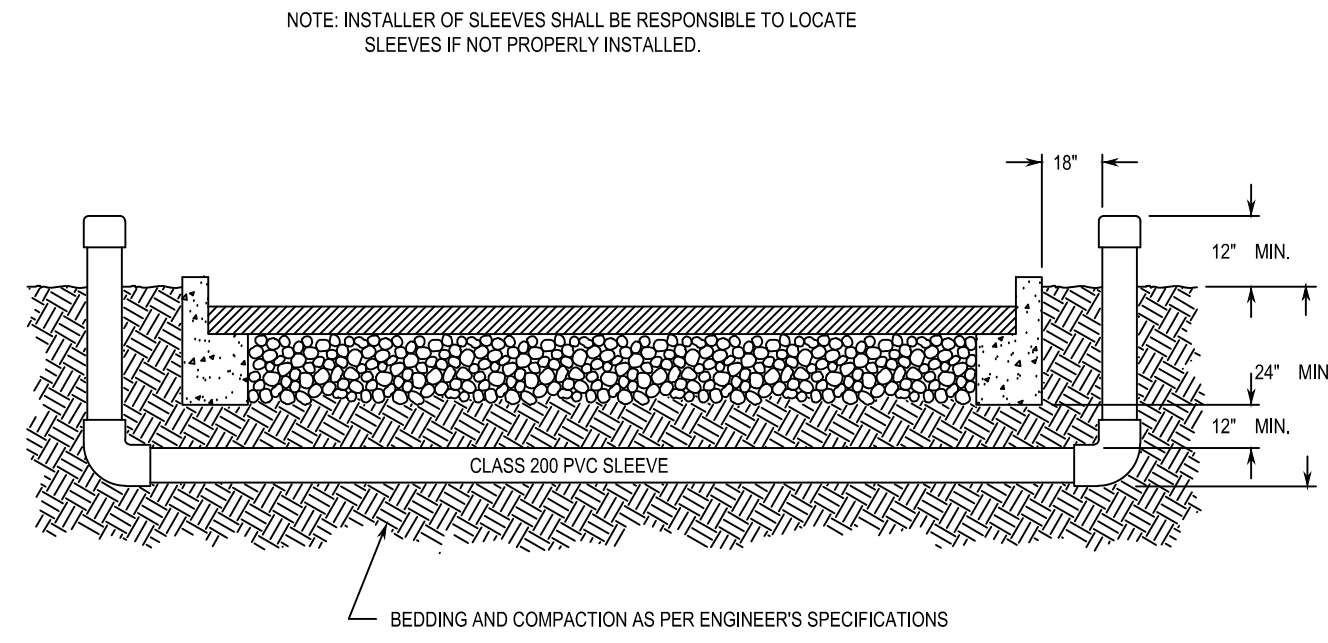
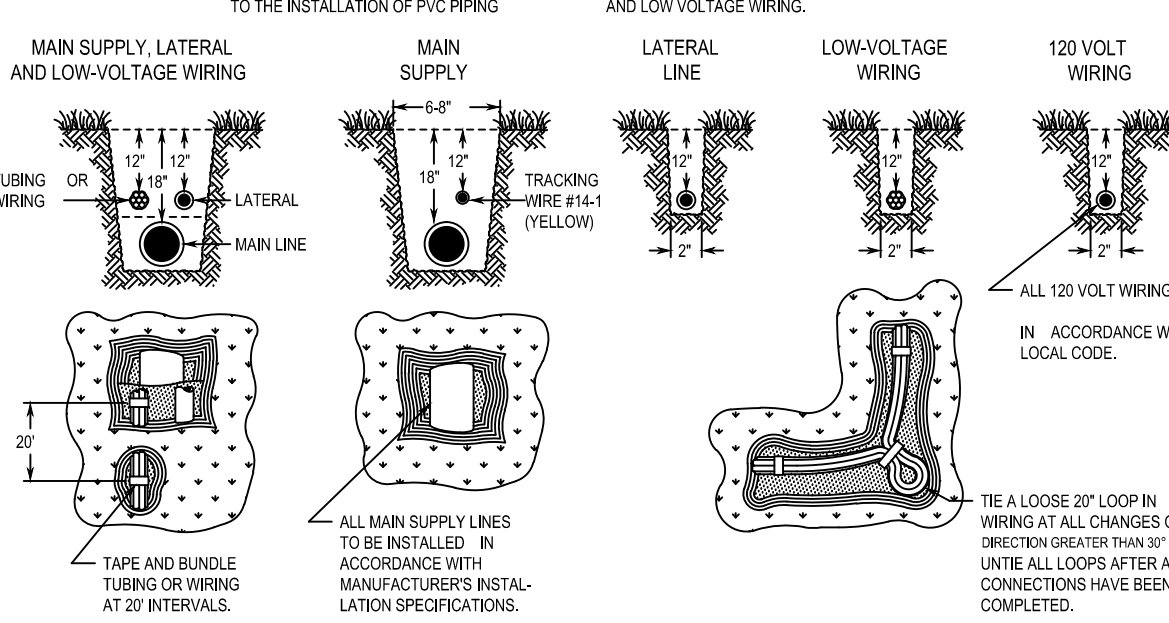
PERMIT
Irrigation Plan
SHEET NUMBER
SHEET: 4 of 6
L-200



- GENERAL NOTES:
- 1 MODULAR HYBRID CONTROLLER: RAIN BIRD ESP-ME3 INSIDE WALL MOUNT
 - 2 1-INCH PVC SCH 40 CONDUIT AND FITTINGS
 - 3 WIRES TO REMOTE CONTROL VALVES
 - 4 STANDARD MODULE FOR 4-STATION CONTROLLERS
 - 5 OPTIONAL MODULES FOR 22-STATION CONTROLLER
 - 6 STANDARD 120 V PLUG
 - 7 120 VAC, 60 HZ INTERNAL TRANSFORMER



- NOTES:
1. SENSOR MAY BE MOUNTED ON FENCE, FENCE POST OR ON GUTTER OF HOUSE.
 2. SENSOR SHOULD NOT BE MOUNTED UNDER TREES, IN AREAS AFFECTED BY SPRINKLER SYSTEM OR UNDER EAVE OF HOUSE
- CONTRACTOR TO COMPLY WITH ALL LOCAL CODES AND ORDINANCES IN REFERENCE TO THE INSTALLATION OF PVC PIPING AND LOW VOLTAGE WIRING.



1 IRRIGATION CONTROLLER: ESP-ME3

SCALE: NTS (LOCATE IN STORAGE ROOM)

2 WR2 WIRELESS RAIN/FREEZE SENSOR

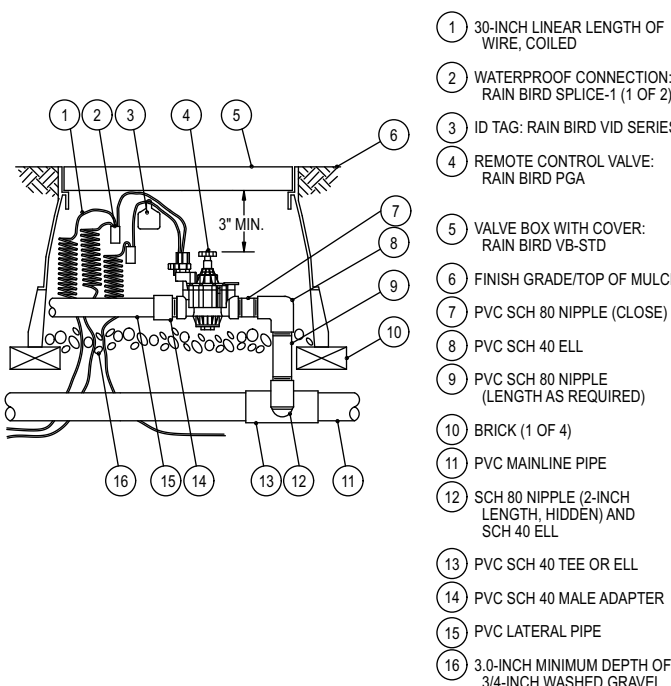
SCALE: NTS (LOCATE AT DUMPSTER WALL)

3 IRRIGATION TRENCHING AND PIPE DEPTH

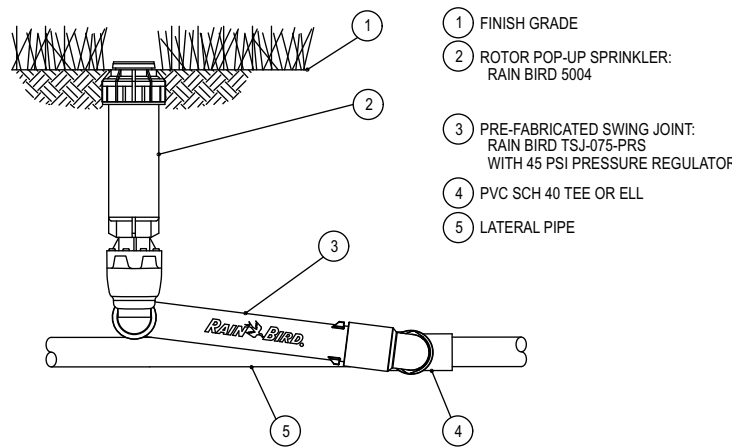
SCALE: NTS

4 IRRIGATION SLEEVING

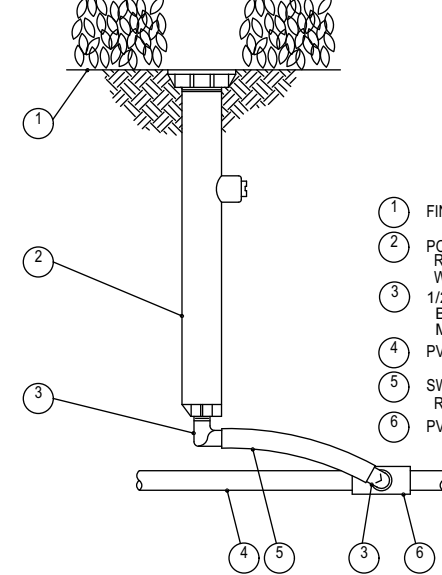
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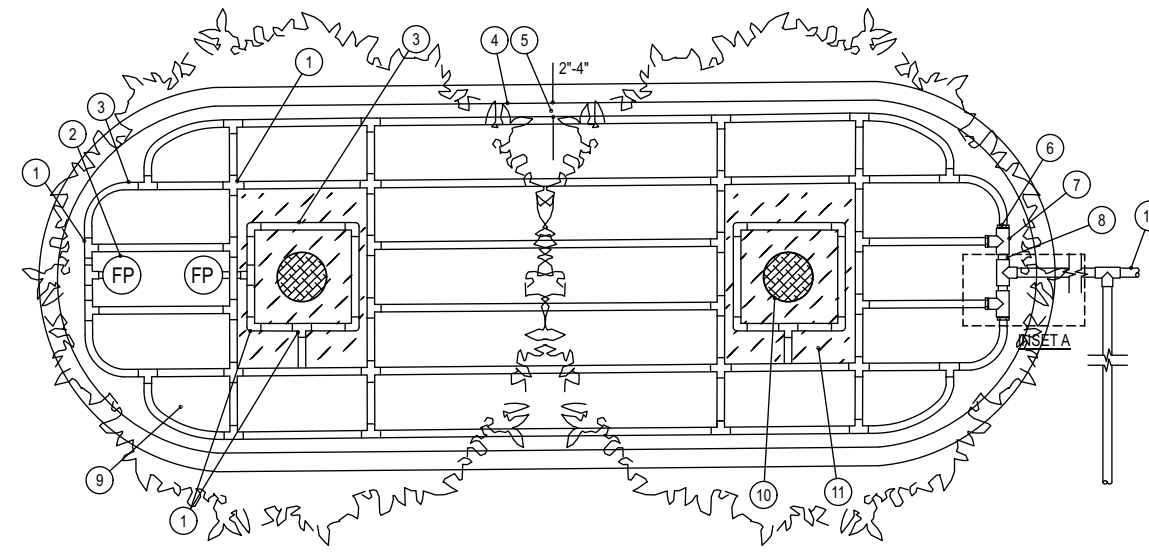
- 1 10-INCH LINEAR LENGTH OF WIRE COILED
- 2 WATERPROOF CONNECTION: RAIN BIRD SPLICE-1 (1 OF 2)
- 3 ID TAG: RAIN BIRD VID SERIES: RAIN BIRD 70A
- 4 REMOTE CONTROL VALVE: RAIN BIRD 70A
- 5 VALVE BOX WITH COVER: RAIN BIRD VB-STD
- 6 FINISH GRADE/TOPOF MULCH
- 7 PVC SCH 80 NIPPLE (LENGTH AS REQUIRED)
- 8 PVC SCH 40 ELL
- 9 BRICK (1 OF 4)
- 10 PVC MAINLINE PIPE
- 11 SCH 80 NIPPLE (2-INCH LENGTH HIDDEN) AND SCH 40 ELL
- 12 PVC SCH 40 TEE OR ELL
- 13 PVC SCH 40 MALE ADAPTER
- 14 PVC LATERAL PIPE
- 15 3-INCH MINIMUM DEPTH OF 3/4-INCH WASHED GRAVEL



- 1 FINISH GRADE
- 2 ROTOR POP-UP SPRINKLER: RAIN BIRD 5004
- 3 PRE-FABRICATED SWING JOINT: RAIN BIRD TSL-075-PRS WITH 45 PSI PRESSURE REGULATOR
- 4 PVC SCH 40 TEE OR ELL
- 5 LATERAL PIPE



- 1 FINISH GRADE/TOPOF MULCH
- 2 POP-UP SPRAY SPRINKLER: RAIN BIRD TSL-075-PRS WITH 45 PSI PRESSURE REGULATOR
- 3 1/2-INCH MALE 1/2 x 400 INCH SAND ELBOW: RAIN BIRD MODEL SBE-050
- 4 PVC LATERAL PIPE
- 5 SPRING PIPE: 12-INCH LENGTH: RAIN BIRD MODEL SP-100
- 6 PVC SCH 40 TEE OR ELL



- NOTES:
1. DISTANCE BETWEEN LATERAL ROWS AND EMITTER SPACING TO BE BASED ON SOIL TYPE, PLANT MATERIALS AND CHANGES RELEVANT. SEE INSTALLATION SPECIFICATIONS ON RAIN BIRD WEB SITE (WWW.RAINBIRD.COM) FOR SUGGESTED SPACING.
 2. LENGTH OF LONGEST DRIPLINE LATERAL SHOULD NOT EXCEED THE MAXIMUM SPACING SHOWN IN THE ACCOMPANYING TABLE.
 3. PLACE THE DOWN STAKES EVERY THREE FEET IN SAND, FOUR FEET IN LOAM, AND FIVE FEET IN CLAY.
 4. AT FITTINGS WHERE THERE IS A CHANGE OF DIRECTION SUCH AS TEES OR ELBOWS, USE THE KNOWN STAKES. ON EACH LEG OF THE CHANGE OF DIRECTION.
 5. WHEN USING 17MM INSIDE TENSION WITH DESIGN PRESSURE OVER 50PSI, IT IS RECOMMENDED THAT STAINLESS STEEL CLAMPS BE INSTALLED ON EACH FITTING.

Total Pressure psi	XFCV Dripline Maximum Lateral Lengths (Ft)			
	12' Spacing	15' Spacing	18' Spacing	21' Spacing
20	0.4	0.3	0.2	0.1
30	102	138	204	276
40	204	276	408	552
50	306	408	612	828
60	408	552	828	1104

- 1 BARB X BARB INSERT EL TEE OR CROSS: RAIN BIRD XFF-ELBOW (TYPICAL)
- 2 FLUSH POINT (TYPICAL) SEE RAIN BIRD DETAIL "XFD FLUSH POINT"
- 3 ON-SURFACE DRIPLINE PIPE: RAIN BIRD XFF-TEE (TYPICAL)
- 4 PARKING ISLAND CURB
- 5 PERMETER DRIPLINE PIPE TO BE INSTALLED 2'-4" FROM PARKING ISLAND CURB
- 6 BARB X MALE FITTING: RAIN BIRD XFF-MA-FITTING (TYPICAL)
- 7 PVC SCH 40 TEE OR EL (TYPICAL)
- 8 PVC SUPPLY MANIFOLD
- 9 SHRUB OR GROUND COVER BED
- 10 TREE (TYPICAL)
- 11 MULCH BED FOR TREE
- 12 3-INCH DEPTH OF MULCH
- 13 FINISH GRADE
- 14 PVC DRIP MANIFOLD FROM RAIN BIRD CONTROL ZONE VALVE KIT (SIZED TO MEET LATERAL FLOW DEMAND)
- 15 PVC RISER PIPE

5 IRRIGATION VAVLE: 100-PGA

SCALE: NTS

6 POP-UP ROTOR: 5000 SERIES W/T MPR NOZZLE

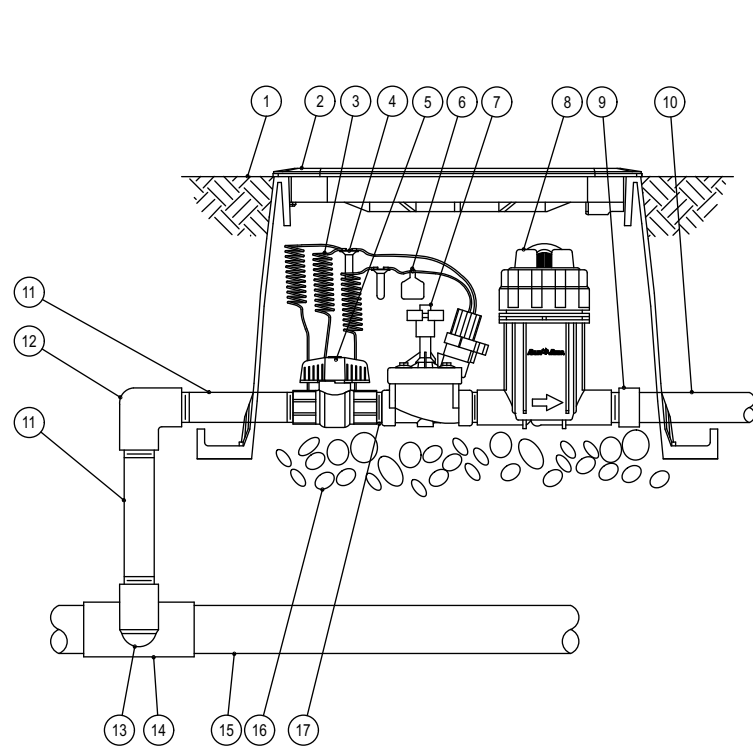
SCALE: NTS

7 POP-UP SPRAY: 1800 SERIES

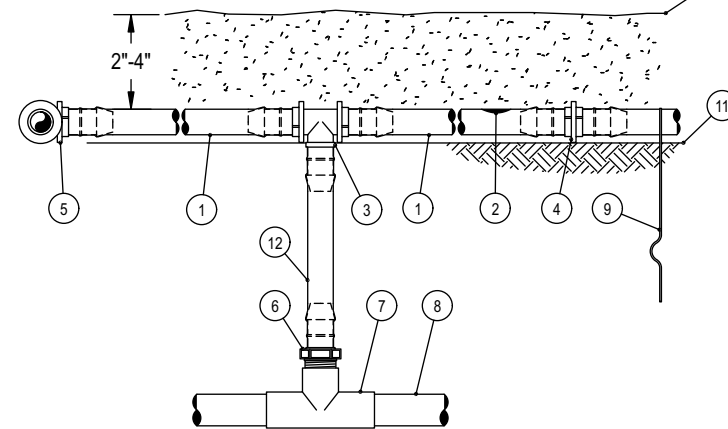
SCALE: NTS

8 DRIP: SYSTEM LAYOUT AND INSTALLATION OVERVIEW

SCALE: NTS

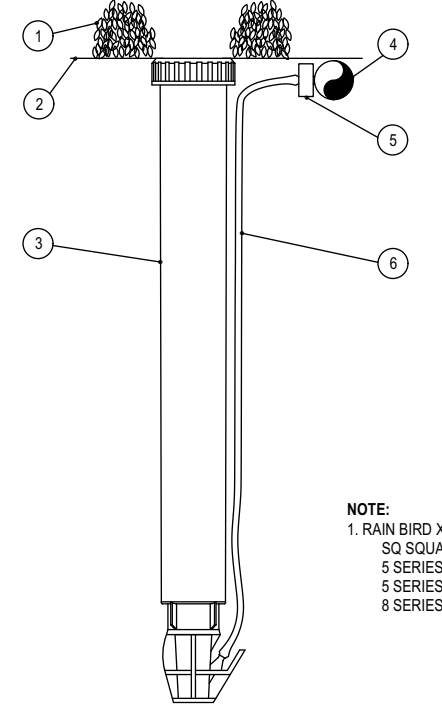


- 1 FINISH GRADE/TOPOF MULCH
- 2 VALVE BOX WITH COVER: RAIN BIRD VB-STD
- 3 10-INCH LINEAR LENGTH OF WIRE COILED
- 4 WATERPROOF CONNECTION: RAIN BIRD SPLICE-1 (1 OF 2)
- 5 ID TAG: RAIN BIRD VID SERIES: RAIN BIRD 70A
- 6 REMOTE CONTROL VALVE: RAIN BIRD 70A
- 7 PRESSURE REGULATING QUICK CHECK: RAIN BIRD PRB-100-COM KIT
- 8 PRESSURE REGULATING QUICK CHECK: RAIN BIRD PRB-100-COM KIT
- 9 PVC SCH 40 FEMALE ADAPTOR
- 10 LATERAL PIPE
- 11 PVC SCH 80 NIPPLE (LENGTH AS REQUIRED)
- 12 PVC SCH 40 ELL
- 13 PVC SCH 80 NIPPLE (2-INCH LENGTH HIDDEN) AND PVC SCH 40 ELL
- 14 PVC SCH 40 TEE OR ELL
- 15 MAINLINE PIPE
- 16 3-INCH MINIMUM DEPTH OF 3/4-INCH WASHED GRAVEL
- 17 PVC SCH 80 NIPPLE (2-INCH LENGTH HIDDEN) AND PVC SCH 40 ELL (INCLUDED IN XFCV-100-COM KIT)



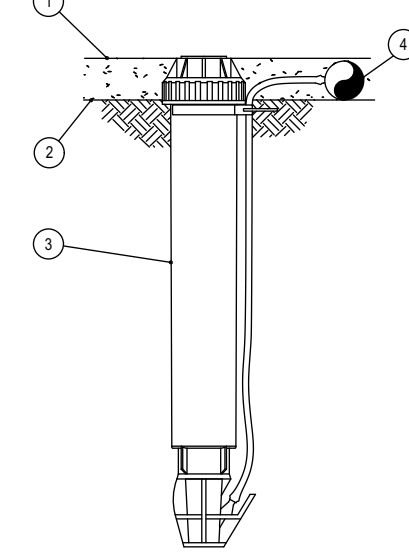
- NOTES:
1. PLACE THE DOWN STAKES EVERY THREE FEET IN SAND, FOUR FEET IN LOAM, AND FIVE FEET IN CLAY.
 2. AT FITTINGS WHERE THERE IS A CHANGE OF DIRECTION SUCH AS TEES OR ELBOWS, USE THE DOWN STAKES ON EACH LEG OF THE CHANGE OF DIRECTION.
 3. SAVE YOUR HANDS. USE THE RAIN BIRD FITTING TOOL, XFD INSERTION TOOL FOR FITTING ASSEMBLY.

- 1 ON-SURFACE DRIPLINE: RAIN BIRD XFF-TEE (TYPICAL)
- 2 INLINE DRIPLINE EMITTER OUTLET: SEE PLANS FOR DRIPLINE OUTLET SPACING
- 3 BARB TEE 17x17mm: RAIN BIRD XFF-TEE
- 4 BARB COUPLING 17x17mm: RAIN BIRD XFF-COUP
- 5 BARB ELBOW 17x17mm: RAIN BIRD XFF-ELBOW
- 6 BARB MALE ADAPTER 17mm x 1/2" MPT: RAIN BIRD XFF-MA-050
- 7 17mm x 3/4" MPT: RAIN BIRD XFF-MA-075
- 8 PVC TEE 3/4" x 1/2"
- 9 PVC LATERAL SUPPLY HEADER
- 10 TIE DOWN STAKE: RAIN BIRD TDS-050 WITH BEND (TYPICAL)
- 11 MULCH
- 12 FINISH GRADE



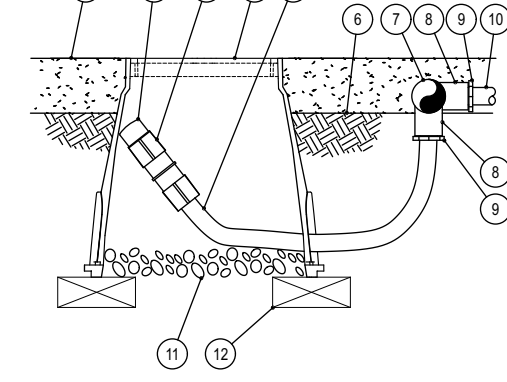
- 1 PLANT MATERIAL
- 2 FINISH GRADE
- 3 MICRO-SPRAY POP-UP: RAIN BIRD XERI-POP 20-100X
- 4 1/2" POLYETHYLENE TUBING: RAIN BIRD XFF-TEE (TYPICAL)
- 5 1/2" POLYETHYLENE TUBING: RAIN BIRD XFF-TEE (TYPICAL)
- 6 1/2" POLYETHYLENE TUBING: RAIN BIRD XFF-TEE (TYPICAL)
- 7 1/2" POLYETHYLENE TUBING: RAIN BIRD XFF-TEE (TYPICAL)
- 8 1/2" POLYETHYLENE TUBING: RAIN BIRD XFF-TEE (TYPICAL)

- NOTE:
1. RAIN BIRD XERI-POP CAN UTILIZE THE FOLLOWING NOZZLES: 80 SQUARE NOZZLES (FORMERLY XPCN)
 - 5 SERIES MPR NOZZLES (ALL CONFIGURATIONS)
 - 5 SERIES PLASTIC BUBBLERS
 - 5 SERIES MPR NOZZLES (8", 8" AND 8")



- 1 MULCH
- 2 FINISH GRADE
- 3 OPERATION INDICATOR: RAIN BIRD MODEL: OPERND
- 4 ON-SURFACE DRIPLINE: RAIN BIRD XFF-TEE (TYPICAL)

- NOTE:
1. USE XERIMAN TOOL XM-TOOL TO INSERT BARB TRANSFER FITTING DIRECTLY INTO DRIPLINE TUBING.
 2. VAN NOZZLE MAY BE SET TO CLOSED, OR IF IT IS DESIRED TO SEE SPRAY FROM THE NOZZLE, SET THE ARC TO W. PATTERN. THE FLOW FROM THE NOZZLE, 0.3 GPM, SHOULD BE ACCOUNTED FOR IN THE SYSTEM DESIGN.



- NOTE:
1. ALLOW A MINIMUM OF 6-INCHES OF DRIPLINE TUBING IN VALVE BOX IN ORDER TO DIRECT FLUSHED WATER OUTSIDE VALVE BOX.

- 1 MULCH
- 2 FLUSH CAP FOR EASY FIT: COMPRESSION FITTING: POTABLE RAIN BIRD MDCFCAP
- 3 EASY FIT COUPLING: RAIN BIRD MDCFCAP
- 4 SUBTERRANEAN EMITTER BOX: RAIN BIRD SEE TAB
- 5 1/2" POLYETHYLENE TUBING: RAIN BIRD XFF-TEE (TYPICAL)
- 6 FINISH GRADE
- 7 PVC EXHAUST HEADER
- 8 PVC SCH 40 TEE OR EL
- 9 BARB X MALE FITTING: RAIN BIRD XFF-MA-FITTING (TYPICAL)
- 10 ON-SURFACE DRIPLINE: RAIN BIRD XFF-TEE (TYPICAL)
- 11 3-INCH MINIMUM DEPTH OF 3/4" WASHED GRAVEL: BRICK (1 OF 2)

9 DRIP VALVE: XCZ-PRB-100-COM

SCALE: NTS

10 DRIP: ON-SURFACE RISER ASSEMBLY

SCALE: NTS

11 DRIP: XERI-POP MICRO SPRAY

SCALE: NTS

12 DRIP: OPERATION INDICATOR

SCALE: NTS

13 DRIP: DRIPLINE FLUSH POINT

SCALE: NTS



Chick-fil-A
5200 Buffington Road
Atlanta, Georgia 30349-2998



770.442.8171 tel
770.442.1123 fax

Manley Land Design, Inc.
51 Old Canton Street
Alpharetta, Georgia 30009

manleylanddesign.com



CHICK-FIL-A
DESTIN RELO
1021 Hwy 98
Destin, FL 32541

FSU# 04796

NO.	DATE	DESCRIPTION
1	9/30/21	City Comments
2	11/1/21	New Site Plan

MLD PROJECT # 2021018

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SHEET

Irrigation Details

SHEET NUMBER

SHEET: 5 of 6

L-201

IRRIGATION COMPONENTS AND/OR SYSTEMS

PART 1 – GENERAL

SECTION INCLUDES

Work to be performed under this Section shall consist of furnishing all labor and materials necessary to construct a complete working and tested sprinkler irrigation system as per all drawings and specifications.

REFERENCES

- A. ANSI – American National Standards Institute
- B. ASIC – American Society of Irrigation Consultants: ASIC Grounding Guideline.
- C. ASSE – American Society of Sanitary Engineering: ASSE 1013, 1015: Backflow Preventers, Pressure Reducers.
- D. ASTM – American Society of Testing and Materials
- E. IA – The Irrigation Association: Main BMP Document.
- F. NFPA – National Fire Protection Association: NFPA 70 National Electrical Code.
- G. UL – Underwriters Laboratories: UL Wires and Cables.

PERFORMANCE REQUIREMENTS

- A. All work to be performed to current standards of SEI and of the local governing municipality.
- B. PVC Pipe: Must be stamped with certified NFS.
- C. Contractor shall be responsible to obtain all necessary permits and to comply with electrical company requirements.
- D. No substitutions of materials are allowed unless approved by Landscape Architect.

QUALITY ASSURANCE

- A. Contractor shall have considerable experience and demonstrate ability in the installation of irrigation system(s) of specified type(s) in a neat, orderly, and responsible manner in accordance with recognized standards of workmanship.
- B. All work shall be performed in accordance with the best standards of practice relating to the trade.
- C. Contractor shall provide an irrigation as-built drawing to the designer responsible for the irrigation plan. **This drawing shall be overnighted to the respective party within 24 hours of installation completion.**

WARRANTY

- A. Contractor shall provide a one year warranty that covers all workmanship and labor.
- B. Contractor shall provide a five year warranty that covers all materials.

PART 2 - PRODUCTS

PIPE AND FITTINGS

- A. Material: PVC
- B. Pressure Pipe: Class 200.
- C. Lateral Pipe: Class 200, Polyethylene for Northeastern Climate.
- D. Fittings: Schedule 40, solvent welded or threaded.
- E. Risers: Schedule 80, threaded.
- F. Sleeves: Schedule 40, minimum 4".

AUTOMATIC CONTROLLER

- A. Irrigation controller specifications include but are not limited to:
 - 1. The controller shall be of a hybrid type that is microelectronic circuitry capable of fully automatic or manual operation.
 - 2. All stations shall have the capability of independently obeying or ignoring the weather sensor as well as using or not using the master valve.
 - 3. The controller shall have the capability of shutting off the system on rainy days.
- B. Control zone kit for drip zones with flows from 3 to 15 gpm (11.4 to 56.8 l/m), including control valve (CV) and pressure-regulating filter (PRF).
 - 1. Control Valve (CV) component specifications include:
 - a. Valve body and bonnet constructed of high impact, weather-resistant plastic, stainless steel and other chemical/ultra-violet resistant materials.
 - b. One unit diaphragm constructed of durable Buna-N rubber with a clog resistant metering orifice.
 - c. Inlet pressure rating of 15 to 150 psi (1.0 to 10.3 bar).
 - 2. Pressure Regulating Filter (PRF) component specifications include:
 - a. Compact "Y" filter body and cap configuration constructed of glass-filled, ultra-violet resistant polypropylene, with 150 psi (10.3 bar) operating pressure rating.
 - b. 200 mesh (75 micron) filter screen constructed of stainless steel.
 - c. Normally-open pressure regulating device with preset outlet pressure of 40 psi (2.8 bar).
 - 3. Regulated pressure of 40 psi (2.8 bar).
- C. Low flow control zone kit for drip zones with flows from 0.2 to 5.0 gpm (0.8 to 18.9 l/m), including Low Flow Valve (LFV) and Pressure-Regulating Filter (PRF).
 - 1. Low flow valve (LFV) component specifications include:
 - a. Valve body and bonnet constructed of high impact, weather-resistant plastic, stainless steel and other chemical/ultra-violet resistant materials.
 - b. One unit diaphragm constructed of durable Buna-N rubber material with a clog resistant metering orifice.
 - c. Inlet pressure rating of 15 to 150 psi (1.0 to 10.3 bar).
 - 2. Pressure regulating filter (PRF) component specifications include:
 - a. Compact "Y" filter body and cap configuration constructed of glass-filled, ultra-violet resistant polypropylene, with 150 psi (10.3 bar) operating pressure rating.
 - b. 200 mesh (75 micron) filter screen constructed of stainless steel.
 - c. Normally-open pressure regulating device with preset outlet pressure of 30 psi (2.1 bar).
 - 3. Regulated pressure of 30 psi (2.1 bar).

POP-UP SPRINKLERS

- A. Irrigation spray body for small turf areas (2.5-24 feet (0.8-7.3m) with a 30 psi (2.0 bar) pressure regulating device specifications include but are not limited to:
 - 1. Parts and components to withstand harsh operating conditions using chemically treated recycled water (reclaimed/non-potable), dirty water containing grit, debris, and other particulates, high operating pressures common in commercial irrigation and resistant to ultra-violet light.
 - 2. Pressure-activated, co-molded soft elastomer wiper seal composed of three wipers and a base seal to ensure a positive seal without excess "flow-by" which enables more heads to be installed on the same valve.
 - 3. Recessed debris pockets located in the base of the spray body to prevent recirculation of harmful debris during operation.
 - 4. Shall include a check valve to prevent low head drainage of up to 14 feet (4.3 m); 6 psi (0.4 bar).
 - 5. Shall include technology built into the stem to prevent water loss and alert maintenance when a spray nozzle is removed.
 - 6. Flow by rating of 0 at 15 psi (1.0 bar) or greater, 0.5 gpm (0.1 m3/h; 0.03 l/s) otherwise.
 - 7. Shall include ½" (15/21) NPT female threaded bottom inlet.
 - 8. The spray body, stem, nozzle, and screen shall be constructed of heavy-duty and ultra-violet resistant plastic.
- B. Irrigation spray body for small turf areas (2.5-24 feet (0.8-7.3m) with a 45 psi (3.1 bar) pressure regulating device specifications include but are not limited to:
 - 1. Parts and components to withstand harsh operating conditions using chemically treated recycled water (reclaimed/non-potable), dirty water containing grit, debris, and other particulates, high operating pressures common in commercial irrigation and resistant to ultra-violet light.
 - 2. Pressure-activated, co-molded soft elastomer wiper seal composed of three wipers and a base seal to ensure a positive seal without excess "flow-by" which enables more heads to be installed on the same valve.
 - 3. Recessed debris pockets located in the base of the spray body to prevent recirculation of harmful debris during operation.
 - 4. Shall include a check valve to prevent low head drainage of up to 14 feet (4.3 m); 6 psi (0.4 bar).
 - 5. Shall include technology built into the stem to prevent water loss and alert maintenance when a spray nozzle is removed.
 - 6. Flow by rating of 0 at 15 psi (1.0 bar) or greater, 0.5 gpm (0.1 m3/h; 0.03 l/s) otherwise.
 - 7. Shall include ½" (15/21) NPT female threaded bottom inlet.
 - 8. The spray body, stem, nozzle, and screen shall be constructed of heavy-duty and ultra-violet resistant plastic.

SPRAY NOZZLES

- A. Fixed or variable arc matched precipitation rate spray nozzle for small turf areas (3-15 feet (.91-4.6 m), maximum 30 psi (2.1 bar) specifications include but are not limited to:
 - 1. Shall be constructed of ultra-violet resistant plastic.
 - 2. Shall contain a stainless steel flow and radius adjustment screw allowing up to 25% radius reduction.
 - 3. Nozzle shall have a precipitation rate that is matched across sets and patterns of spray nozzles up to 15 feet (4.6 m).
 - 4. Shall include color coding marking on top of nozzle for easy identification of spray radius.
- B. Dual orifice fixed arc nozzle for small turf areas (5-15 feet (1.7-4.6 m), maximum 30 psi (2.1 bar) specifications include but are not limited to:
 - 1. Shall be constructed of ultra-violet resistant plastic.
 - 2. Shall contain a stainless steel flow and radius adjustment screw allowing up to 25% radius reduction.
 - 3. The nozzle shall have dual orifices for both in-close watering and standard pattern watering with a matched precipitation rate between sets and matched flow and with other matched precipitation rate fixed spray nozzles up to 15 feet (4.6 m).
 - 4. Shall include color coding marking on top of nozzle for easy identification of spray radius.
- C. Multi stream rotating nozzle for small turf areas (8-24 feet (2.4-7.4m), maximum 55 psi (3.8 bar) specifications include but are not limited to:
 - 1. Shall be constructed of ultra-violet resistant plastic.
 - 2. Shall contain a stainless steel radius adjustment screw allowing reduction to 13 feet (4.0 m).
 - 3. Shall have a matched precipitation rate of 0.60 in/hr (15.2 mm/hr).
 - 4. Shall have a color coded radius reduction plug to allow for easy identification of fixed arc pattern.

ROTOR HEADS

- A. Pop-up rotor sprinkler for medium turf areas (25-47 feet (7.6-14.3 m), maximum 75 psi (5.2 bar) specifications include but are not limited to:
 - 1. Shall have adjustable arc rotation of 40 to 360 degrees (0.7 to 6.3 rad) and reversing full circle rotation.
 - 2. Shall have a flow shut-off device that is integrated into the flow path of the sprinkler.
 - 3. Shall have a pressure-activated, multi-function wiper seal that protects internals from debris and assures positive pop-up and retraction.
 - 4. Shall contain additional o-rings and seals for extra protection in "gritty" water.
 - 5. Operating precipitation rate of 0.20 to 1.01 inches per hour (5 to 26 mm/h).
 - 6. Operating flow rate of 0.73 to 8.31 gpm (0.17 to 1.85 m3/h).
 - 7. The body, stem, nozzle, and screen shall be constructed of heavy-duty and ultra-violet resistant plastic.
 - 8. Shall include a 45 psi (3.1 bar) pressure regulating device to prevent high pressure misting to the nozzle stream.
 - 9. Shall include an internal check valve to prevent low head drainage of up to 7 feet (2.1 m) to prevent puddling, run-off and erosion.
 - 10. Shall include a set of twelve interchangeable nozzles, 8 nozzles with 25 degree (0.4 rad) trajectory and 4 low-angle nozzles with 10 degree (0.2 rad) trajectory.

FLEXIBLE SWING PIPE

- A. Swing pipe specifications include but are not limited to:
 - 1. Swing pipe shall be flexible black tubing constructed of linear low density polyethylene material with a wall thickness of 0.098" (0.3 mm) with a nominal inside diameter of 0.49" (1.2 cm).
 - 2. Pipe shall be capable of a flow up to 8 gpm (0.5 l/s).

DRIPLINE

- A. Distribution tubing specifications include but are not limited to:
 - 1. The blank tubing shall be manufactured from flexible polyethylene material with a wall thickness of 0.049" (1.2 mm), outside diameter of 0.634" (16.1 mm), and inside diameter of 0.536" (13.6 mm).
 - 2. The tubing shall be dual-layered (brown over black).

INLINE EMITTER DRIPLINE

- A. Sub-surface inline emitter tubing specifications include but are not limited to:
 - 1. The tubing shall be manufactured from flexible polyethylene material with wall thickness of 0.049" (1.2 mm), outside diameter of 0.634" (16 mm), and inside diameter of 0.536" (13.6 mm).
 - 2. The tubing shall have factory installed pressure-compensating, inline emitters with a copper shield device installed every 12, 18, or 24 inches (30.5, 45.7, 61 cm) as indicated on construction drawings.
 - 3. Operating pressure range of 8.5 to 60 psi (0.6 to 4.1 bar).
 - 4. Operating emitter flow rates of 0.6 and 0.9 gph (2.3 l/hr and 3.5 l/hr).

DISTRIBUTION TUBING

- A. ¼" distribution tubing for emitters and other devices specifications include but are not limited to:
 - 1. The blank tubing shall be extruded from ultra-violet resistant polyethylene resin materials with a wall thickness of 0.04" (1 mm), outside diameter of 0.250" (6.3 mm), and inside diameter of 0.170" (4.3 mm).
 - 2. Operating pressure range from 0 to 60 psi (0 to 4.1 bar).

EMITTERS

- A. Point source emission device specifications include but are not limited to:
 - 1. The emitter shall be constructed of ultra-violet resistant acetyl materials.
 - 2. Shall have a pressure-compensating design to deliver a uniform flow throughout a pressure range of 15 to 50 psi (1.0 to 3.4 bar).
 - 3. Flow rates that range from 0.5 to 2 gph (1.89 to 7.57 l/h) at a pressure range of 15 to 50 psi (1.0 to 3.4 bar).

VALVE BOX

- A. Valve boxes specifications include but are not limited to:
 - 1. Shall be made of structural foam HPDE resin that is resistant to ultra-violet light, weather, moisture and chemical action of soils.
 - 2. Lids shall be clearly marked with the words "IRRIGATION CONTROL VALVE" molded onto the top.
 - 3. Lid colors are available in black, green and purple designating non-potable water use.

PART 3 - EXECUTION

EXCAVATION

- A. Stake pipe and equipment layout for Owner's review and approval. Review does not relieve installer from coverage problems due to improper placement after staking.
- B. Excavate trenches for irrigation system pipe to provide minimum cover per plans and details.
- C. Barricade trenches that are left open overnight.

INSTALLATION

- A. General: Plans are diagrammatic. Proceed with installation in accordance with the following:
 - 1. Install stop and waste valves, backflow preventers, and other equipment required by local authorities according to laws and regulations in order to make system complete.
 - a. Coordinate with the General Contractor the responsible for installing the backflow preventer and other irrigation items at the connection point.
 - b. Coordinate with the General Contractor the for exact location of the irrigation connection point.
 - 2. Thoroughly flush main lines before installing automatic control valves, and laterals before installing sprinklers. Flush supply lines thoroughly before installing backflow preventers or other regulating devices.
- B. Piping: Assemble all mainline and lateral lines in accordance with manufacturer's recommendations with no cul-de-sacs. Assure positive drainage.
- C. Sleeves: General Contractor shall install sleeves before concrete/paving work.
 - 1. Sleeves should be a minimum two times the diameter of the pipe passing through them.
 - 2. General Contractor shall stub-up and flag sleeve locations for the Irrigation Contractors ease of locating.
 - 3. Sleeve locations shall be approximate to that shown on the Irrigation Plan.
- D. Control Valves:
 - 1. Install one valve per valve box and provide 12 inches of expansion loop slack wire at all connections inside valve box.
- E. Manual Drains:
 - 1. Install per manufacturer's recommendations on upstream and downstream side of backflow preventers and at lowest point along main pressure pipe.
- F. Quick-Coupling Valves:
 - 1. Install using 1 inch PVC nipples and schedule 40 ells as detailed. Location as indicated on plans.
- G. Backflow Preventer:
 - 1. Install assembly complete for irrigation system with 2 drain valves and 2 shut off valves per detail, local laws and regulations, and per manufacturer's specifications.
 - 2. Install assemblies with drain valves in below grade installations. Provide open box floor with gravel drain sump.
- H. Valve Boxes
 - 1. Install over all remote control valves, manual control valves, zone shutoff valves, gate valves, or globe valves. Size to provide adequate room for maintenance.
 - 2. Install boxes on level subgrade with proper drainage so that top of boxes are flush with finish grade material (sod, mulch, rock, etc.). Place parallel or perpendicular to adjacent curbs, sidewalks, or driveways.
 - 3. Place washed gravel aggregate in sump as shown on details.
- I. Automatic Controller
 - 1. Properly ground controller per local laws and regulations. Make all control wire connections to automatic controller. Coordinate controller installation with other electrical work.
 - 2. Connect remote control valves to controller in numerical sequence as shown on Plans.
- J. Wire and Electrical Work
 - 1. Use electrical control and ground wire suitable for sprinkler control cable.
 - 2. Provide 120-volt power connection (by others) to automatic controller to conform to local codes, ordinances and authorities having jurisdiction.
 - 3. Low Voltage Wiring:
 - a. Bury control wiring between controller and electric valves in pressure supply line trenches, strung as close as possible to main pipe lines with such wires to be consistently located below and to one side of the pipe, or in separate trenches.
 - b. Bundle all 24-volt wires at 10-foot intervals and lay with pressure supply line pipe to one side of trench.
 - c. Install control wire for each control valve.
 - d. Run 2 spare #14-1 wires from controller pedestal or electric control valve on each and every leg of mainline.
- K. Sprinkler Heads, Emitters, Rotators, and Rotors
 - 1. Flush circuit piping with full head of water and install sprinklers after hydrostatic test is completed.
 - 2. Adjust nozzles to allow for adequate coverage and to minimize overspray onto walks, roads, driveways, and buildings.
 - 3. Stake emitter tubing with 1/4" Rainbird® TS-025 tubing stakes.
 - 4. Adjust heads to be plumb and flush with finish grades, even with top of soil level or top of material level after completion of grading, seeding, sodding, and rolling of grass.
- L. Drip Tubing
 - 1. Install all drip tubing in locations shown on the Irrigation Plan. To be laid out and installed per the irrigation drip details (sheet L-2.1).
 - 2. Install flush caps as indicated on details.
 - 3. Install drip indicator on all drip zones.
- M. Thrust Blocks and/or Joint Restraints
 - 1. Install on pipe sized 2" or larger wherever the main pipe line:
 - a. Changes any direction at tees, angles, and crosses vertical and horizontal.
 - b. Changes at reducers.
 - c. Stops at a dead-end.
 - d. Valves at which thrust develops when closed.

BACKFILLING

- A. Do not begin backfilling operations until system tests and approvals have been completed.
- B. Bed all pipe a minimum of 2 inches. Backfill to 6 inches above pipe with soil free of rocks over 1-inch diameter, debris, or organic matter. Backfill remainder of trench with soil of like quality to adjacent areas. Haul away all material not suitable for backfill.
- C. Compact backfill in 6-inch lifts thoroughly to prevent settling damage to grades or plant material. Leave trenches slightly mounded to allow for settlement after backfilling is completed. Low areas and damage caused by settling will be repaired by Contractor at no additional cost to the Project or Owner.
- D. Prevent soil, rocks, or debris from entering pipes or sleeves.

FLUSHING AND TESTING

- A. Flushing: After piping, risers, and valves are in place and connected, but prior to installation of sprinkler heads, thoroughly flush piping system under full head of water pressure from dead end fittings. Maintain flushing for 5 minutes through furthestmost valves. Cap risers after flushing.

INSPECTION

- A. Arrange for Owner's presence 48 hours in advance of inspection walk-through.
- B. Examine areas and conditions under which work of this section is to be performed and ensure a complete and operator installation prior to scheduling a walk-through.
- C. Operate each zone in its entirety for Owner at time of walk-through and open all valve boxes as directed.
- D. Expose all drip emitters under operations for observation by Owner to demonstrate they are performing and installed as designed prior to placing of mulch material. Schedule separate walk-through as necessary.
- E. As necessary Owner will generate a list of items to be corrected prior to Final Acceptance.

RESTORATION AND CLEANING

- A. Flush dirt and debris from piping before installing sprinklers and other devices.
- B. Adjust automatic control valves to provide flow rate of rated operating pressure required for each sprinkler circuit.
- C. Restore all damaged areas to original condition unless otherwise shown on plans at no additional cost to the Project or Owner.



Chick-fil-A
5200 Buffington Road
Atlanta, Georgia 30349-2998



770.442.8171 tel
770.442.1123 fax

Manley Land Design, Inc.
51 Old Canton Street
Alpharetta, Georgia 30009

manleylanddesign.com



CHICK-FIL-A
DESTIN RELO
1021 Hwy 98
Destin, FL 32541

FSU# 04796

REVISION SCHEDULE		
NO.	DATE	DESCRIPTION
2	9/30/21	City Comments
3	11/1/21	New Site Plan

MLD PROJECT #	2021018
PRINTED FOR	PERMIT
DATE	8/12/21
DRAWN BY	ADN

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SHEET

PERMIT Irrigation Specifications

SHEET NUMBER
SHEET: 6 of 6

L-202

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: November 15, 2021**TYPE OF AGENDA ITEM:** Consent Agenda**AGENDA OUTLINE NUMBER:** 6.A.**TO:** City Council**THRU:** Lance Johnson, City Manager
Webb Warren, Deputy City Manager
Krystal Strickland, Finance Director**FROM:** Michael Burgess, Public Services Director**DATE:** 10/27/2021**SUBJECT:** Authorization to Purchase an International HV607 18-yd Dump Truck

I. BACKGROUND: The Public Works Department is in need of a new dump truck. This unit will replace our existing 1998 Ford 850 dump truck.

II. DISCUSSION: The Department of Public Works will use this International HV607 dump truck for hauling operations as well as in support of Emergency Management functions as this unit has the ability to haul large quantities of sand and debris (~18 yds³). This unit will also be utilized to support Parks & Recreation repair projects and improvements.

The quote supplied by Ward International Trucks Inc. is based on a Sourcewell procurement process/contract and is available to all participating agencies. The State of Florida is a participant in the program. Staff is requesting to piggyback off of this State of Florida contract with Ward International Trucks Inc.

This unit has a 2-yr unlimited mileage bumper to bumper warranty, after which a 3-yr (up to 350K mile) powertrain warranty would apply.

A. Link to Strategic Goals / Objectives: Strategic Goals 2021-2026
6. Effective, efficient, and aesthetically pleasing infrastructure

*Support of Emergency Management Operations (Public Works Key Function)

B. Effect on Budget (EOB): The public works, stormwater maintenance, and facilities maintenance staff have reviewed the available dump truck and are confident it will fulfill the City's needs. This item was included in the adopted FY 2022 budget under project number RRVEH. The quoted price of \$117,573.49 is lower than our

budget estimate.

FY2022 BUDGET	
30058585-564000-RRVEH	463,427
GF RR-Machinery-Replace Vehicles	
FY22 Adopted Budget	463,427
Previous Expenses/Encumbrances	(178,447)
Available Program Budget	284,980
This Agreement +(-)	(117,573)
FY22 Remaining Program Budget	167,406

C. Level of Service (LOS): New equipment purchases should provide increased levels of reliability. The City's existing dump truck is over 22 years old and parts for it are difficult to secure.

III. CONCLUSION: This equipment is vital to the execution of the Department of Public Work's mission. This unit will replace an existing dump truck that is over 22 years old. Replacement parts for the existing 1998 dump truck are difficult to secure.

IV. RECOMMENDED MOTION: I move that City Manager be authorized to purchase an International HV607 Dump Truck from Ward International Trucks Inc. for \$117,573.49.

Attachments:

1. ATT1: City of Destin HV607 Quote
2. ATT2: RFP and Addendums-060920 Chassis 4-8
3. ATT3: Navistar Contract 060920
4. ATT4: HV 607 Dump Truck photo



HV607 SBA

Sales Proposal For:
City of Destin

Presented By:
WARD INTL TRUCKS INC.

Prepared For:

City of Destin
 Jack Kiehn
 4200 Indian Bayou Trl.
 Destin, FL 32541-4305
 (850)837 - 4242
 Reference ID: N/A

Presented By:

WARD INTL TRUCKS INC.
 David Floyd
 5885 NORTH W STREET
 PENSACOLA FL 32505 -
 (850)474-9301

THE FOLLOWING QUOTATION HAS BEEN PROVIDED THROUGH SOURCEWELL SALES PROGRAM LETTER G-1399 AND
 AWARDED PENDING CUSTOMER APPROVAL. AWARD #060920-NVS

Model Profile
2022 HV607 SBA (HV607)

AXLE CONFIG:	6X4
APPLICATION:	Construction Dump
MISSION:	Requested GVWR: 66000. Calc. GVWR: 56000. Calc. GCWR: 80000 Calc. Start / Grade Ability: 15.29% / 1.35% @ 55 MPH Calc. Geared Speed: 84.1 MPH
DIMENSION:	Wheelbase: 201.00, CA: 133.90, Axle to Frame: 63.00
ENGINE, DIESEL:	{Cummins L9 350} EPA 2021, 350HP @ 2200 RPM, 1050 lb-ft Torque @ 1200 RPM, 2200 RPM Governed Speed, 350 Peak HP (Max)
TRANSMISSION, AUTOMATIC:	{Allison 3000 RDS} 5th Generation Controls, Close Ratio, 6-Speed with Double Overdrive, with PTO Provision, Less Retarder, Includes Oil Level Sensor, with 80,000-lb GVW and GCW Max, On/Off Highway
CLUTCH:	Omit Item (Clutch & Control)
AXLE, FRONT NON-DRIVING:	{Meritor MFS-16-143A} Wide Track, I-Beam Type, 16,000-lb Capacity
AXLE, REAR, TANDEM:	{Meritor MT-40-14X-4DCR} Single Reduction, 40,000-lb Capacity, .433"(11mm) Wall Housing Thickness, Driver Controlled Locking Differential in Forward-Rear and Rear-Rear Axle, R Wheel Ends Gear Ratio: 4.88
CAB:	Conventional, Day Cab
TIRE, FRONT:	(2) 385/65R22.5 Load Range J G296 MSA (GOODYEAR), 488 rev/mile, 68 MPH, All-Position
TIRE, REAR:	(8) 11R22.5 Load Range G FUEL MAX RTD (GOODYEAR), 495 rev/mile, 75 MPH, Drive
SUSPENSION, REAR, TANDEM:	{Hendrickson HMX EX 400} Walking Beam, 40,000-lb Capacity, 54" Axle Spacing, Rubber Springs, with Transverse Torque Rods, Rubber End Bushings
PAINT:	Cab schematic 100WL Location 1: 9219, Winter White (Std) Chassis schematic N/A

<u>Description</u>	<u>F/R Wt</u> (lbs)	<u>Tot Wt</u> (lbs)
Base Chassis, Model HV607 SBA with 201.00 Wheelbase, 133.90 CA, and 63.00 Axle to Frame.	6136/3644	9780
TOW HOOK, FRONT (2) Frame Mounted	8/0	8
TOW HOOK, REAR (2)	0/10	10
AXLE CONFIGURATION {Navistar} 6x4	0/0	0
FRAME RAILS Heat Treated Alloy Steel (120,000 PSI Yield); 10.866" x 3.622" x 0.437" (276.0mm x 92.0mm x 11.1mm); 456.0" (11582mm) Maximum OAL	207/391	598
BUMPER, FRONT Swept Back, Steel, Heavy Duty	0/0	0
WHEELBASE RANGE 169" (430cm) Through and Including 219" (555cm)	172/-172	0
AXLE, FRONT NON-DRIVING {Meritor MFS-16-143A} Wide Track, I-Beam Type, 16,000-lb Capacity	148/0	148
SUSPENSION, FRONT, SPRING Parabolic Taper Leaf, Shackle Type, 16,000-lb Capacity, with Shock Absorbers	44/0	44
BRAKE SYSTEM, AIR Dual System for Straight Truck Applications	0/0	0
TRAILER CONNECTIONS Four-Wheel, with Hand Control Valve and Tractor Protection Valve, for Straight Truck	2/0	2
DRAIN VALVE {Bendix DV-2} Automatic, with Heater, for Air Tank	1/0	1
AIR BRAKE ABS {Bendix AntiLock Brake System} 4-Channel (4 Sensor/4 Modulator) Full Vehicle Wheel Control System	0/0	0
AIR DRYER {Bendix AD-9} with Heater	19/9	28
BRAKE CHAMBERS, REAR AXLE {Bendix EverSure} 30/30 SqIn Spring Brake	0/14	14
BRAKE CHAMBERS, FRONT AXLE {Bendix} 24 SqIn	4/0	4
SLACK ADJUSTERS, FRONT {Haldex} Automatic	14/0	14
SLACK ADJUSTERS, REAR {Haldex} Automatic	0/32	32
AIR COMPRESSOR {Cummins} 18.7 CFM	0/0	0
AIR DRYER LOCATION Mounted Inside Left Rail, Back of Cab	15/6	21
AIR TANK LOCATION (2) Mounted Under Battery Box, Outside Right Rail, Back of Cab, Perpendicular to Rail	0/0	0
HAND CONTROL VALVE, AIR for Trailer Brakes, Omit Item	0/0	0
BRAKE CHAMBERS, POSITION on Rear/Rear Axle Located Inside Rear Tire Envelope (Meets Asphalt Spreader/Paver Clearance Requirements)	0/0	0
BRAKES, FRONT {Bendix Spicer ES-165-6X} Air S-Cam Type, Heavy Duty Fabricated Spider, Fabricated Shoe, Single Anchor Pin, Size 16.5" X 6", 23,000-lb Capacity	35/0	35
BRAKES, REAR {Bendix Spicer ES-165-7X} Air S-Cam Type, Heavy Duty Fabricated Spider, Fabricated Shoe, Single Anchor Pin, Size 16.5" X 7", 23,000-lb Capacity per Axle	0/98	98
PARK BRAKE CHAMBERS, ADDITIONAL (2) Spring Brake Type	0/30	30
STEERING COLUMN Tilting	14/1	15
STEERING WHEEL 4-Spoke; 18" Dia., Black	0/0	0
STEERING GEAR {Sheppard M110} Power	43/-2	41
DRIVELINE SYSTEM {Dana Spicer} 1710 Main Driveline with 1710 Interaxle Shaft, for 6x4	5/23	28

<u>Description</u>	<u>F/R Wt</u> (lbs)	<u>Tot Wt</u> (lbs)
AFTERTREATMENT COVER Steel, Black	11/2	13
EXHAUST SYSTEM Horizontal Aftertreatment System, Frame Mounted Right Side Under Cab, for Single Vertical Tail Pipe, Frame Mounted Right Side Back of Cab	140/37	177
ENGINE EXHAUST BRAKE for Cummins ISB/B6.7/ISL/L9 Engine with Variable Vane Turbo Charger	0/0	0
TAIL PIPE (1) Turnback Type	0/0	0
EXHAUST HEIGHT 10'	2/0	2
MUFFLER/TAIL PIPE GUARD (1) Aluminum	0/0	0
ELECTRICAL SYSTEM 12-Volt, Standard Equipment	0/0	0
CIGAR LIGHTER Includes Ash Cup	1/0	1
POWER SOURCE Cigar Type Receptacle without Plug and Cord	1/0	1
ALTERNATOR {Leece-Neville AVI160P2013} Brush Type, 12 Volt, 160 Amp Capacity, Pad Mount, with Remote Sense	0/0	0
BODY BUILDER WIRING Back of Day Cab at Left Frame or Under Sleeper, Extended or Crew Cab at Left Frame; Includes Sealed Connectors for Tail/Amber Turn/Marker/ Backup/Accessory Power/Ground and Sealed Connector for Stop/Turn	2/0	2
BATTERY SYSTEM {Fleetrite} Maintenance-Free, (3) 12-Volt 1980CCA Total, Top Threaded Stud	30/23	53
SPEAKERS (2) 6.5" Dual Cone Mounted in Both Doors, (2) 5.25" Dual Cone Mounted in Both B-Pillars	6/2	8
CB RADIO Accommodation Package, Header Mounted, Feeds from Accessory Side of Ignition Switch, Includes Power Source, One Antenna and Antenna Base with Wiring on Left Side Mirror	18/1	19
RADIO AM/FM/WB/Clock/Bluetooth/USB Input/Auxiliary Input	3/0	3
BACK-UP ALARM Electric, 102 dBA	0/3	3
TRAILER CONNECTION SOCKET {Phillips} 7-Way, Mounted at Rear of Frame, Wired for Turn Signals Combined with Stop, Compatible with Trailers with Combined Stop, Tail, Turn Lamps	0/7	7
HORN, ELECTRIC Disc Style	0/0	0
BATTERY BOX Steel, with Plastic Cover, 18" Wide, 2-4 Battery Capacity, Mounted Right Side Back of Cab	-34/11	-23
BATTERY BOX COVER Aluminum	4/3	7
RUNNING LIGHT (2) Daytime	1/0	1
CLEARANCE/MARKER LIGHTS (5) {Truck Lite} Amber LED Lights, Flush Mounted on Cab or Sunshade	0/0	0
TEST EXTERIOR LIGHTS Pre-Trip Inspection will Cycle all Exterior Lamps Except Back-up Lights	0/0	0
STARTING MOTOR {Delco Remy 38MT Type 300} 12 Volt, Less Thermal Over-Crank Protection	8/0	8
INDICATOR, LOW COOLANT LEVEL with Audible Alarm	0/0	0
CIRCUIT BREAKERS Manual-Reset (Main Panel) SAE Type III with Trip Indicators, Replaces All Fuses	0/0	0
TURN SIGNALS, FRONT Includes LED Side Turn Lights Mounted on Fender	0/0	0
HORN, AIR Single Trumpet, Black, with Lanyard Pull Cord	3/0	3
FENDER EXTENSIONS Rubber	6/0	6
LOGOS EXTERIOR Model Badges	0/0	0
LOGOS EXTERIOR, ENGINE Badges	0/0	0

<u>Description</u>	<u>F/R Wt</u> (lbs)	<u>Tot Wt</u> (lbs)
GRILLE Stationary, Chrome	0/0	0
BUG SCREEN Mounted Behind Grille	5/0	5
FRONT END Tilting, Fiberglass, with Three Piece Construction, for WorkStar/HV	0/0	0
PAINT SCHEMATIC, PT-1 Single Color, Design 100	0/0	0
PAINT TYPE Base Coat/Clear Coat, 1-2 Tone	0/0	0
OVER THE AIR PROGRAMMING {Navistar} for Cummins Engines	0/0	0
LABEL, DEF "DEF ONLY"	0/0	0
KEYS - ALL ALIKE, ID I-1003 Compatible with Z-001	0/0	0
CLUTCH Omit Item (Clutch & Control)	0/0	0
ANTI-FREEZE Red, Extended Life Coolant; To -40 Degrees F/ -40 Degrees C, Freeze Protection	0/0	0
ENGINE, DIESEL {Cummins L9 350} EPA 2021, 350HP @ 2200 RPM, 1050 lb-ft Torque @ 1200 RPM, 2200 RPM Governed Speed, 350 Peak HP (Max)	582/-18	564
FAN DRIVE {Horton Drivemaster} Two-Speed Type, Direct Drive, with Residual Torque Device for Disengaged Fan Speed	0/0	0
RADIATOR Aluminum, Cross Flow, Front to Back System, 1228 SqIn, with 1167 SqIn Charge Air Cooler, Includes In-Tank Oil Cooler	22/-4	18
AIR CLEANER Single Element	0/0	0
EMISSION, CALENDAR YEAR {Cummins L9} EPA, OBD and GHG Certified for Calendar Year 2021	0/0	0
THROTTLE, HAND CONTROL Engine Speed Control; Electronic, Stationary, Variable Speed; Mounted on Steering Wheel	0/0	0
ENGINE CONTROL, REMOTE MOUNTED No Provision for Remote Mounted Engine Control	0/0	0
CARB IDLE COMPLIANCE Federal, Does Not Comply with California Clean Air Idle Regulations	0/0	0
TRANSMISSION, AUTOMATIC {Allison 3000 RDS} 5th Generation Controls, Close Ratio, 6-Speed with Double Overdrive, with PTO Provision, Less Retarder, Includes Oil Level Sensor, with 80,000-lb GVW and GCW Max, On/Off Highway	226/57	283
TRANSMISSION SHIFT CONTROL Column Mounted Stalk Shifter, Not for Use with Allison 1000 & 2000 Series Transmission	1/0	1
TRANSMISSION OIL Synthetic; 29 thru 42 Pints	0/0	0
ALLISON SPARE INPUT/OUTPUT for Rugged Duty Series (RDS) and Regional Haul Series (RHS), General Purpose Trucks, Construction, Package Number 223	0/0	0
NEUTRAL AT STOP Allison Transmission Shifts to Neutral When Service Brake is Depressed and Vehicle is at Stop; Remains in Neutral Until Service Brake is Released	0/0	0
SHIFT CONTROL PARAMETERS {Allison} 3000 or 4000 Series Transmissions, Performance Programming	0/0	0
PTO LOCATION Dual, Customer Intends to Install PTO at Left and/or Right Side of Transmission	0/0	0
AXLE, REAR, TANDEM {Meritor MT-40-14X-4DCR} Single Reduction, 40,000-lb Capacity, .433"(11mm) Wall Housing Thickness, Driver Controlled Locking Differential in Forward-Rear and Rear-Rear Axle, R Wheel Ends . Gear Ratio: 4.88	0/2117	2117
SUSPENSION, REAR, TANDEM {Hendrickson HMX EX 400} Walking Beam, 40,000-lb Capacity, 54" Axle Spacing, Rubber Springs, with Transverse Torque Rods, Rubber End Bushings	0/590	590

<u>Description</u>	<u>F/R Wt</u> (lbs)	<u>Tot Wt</u> (lbs)
DIFF. SWITCH CONTROLS Two Independent Switches for Control Traction Differentials on Tandem Rear Axles, Mounted on Dash	0/0	0
TRANSVERSE TORQUE RODS {Hendrickson} TRAAX Rod, Transverse Only	0/-8	-8
AXLE, REAR, LUBE {EmGard FE-75W-90} Synthetic Oil; 50 thru 64.99 Pints	0/0	0
LOCATION FUEL/WATER SEPARATOR Mounted Outside Left Rail, 15" Back of Cab	0/0	0
FUEL/WATER SEPARATOR {Davco 245} 12 VDC Electric Heater, Includes Pre-Heater, Includes Water-in-Fuel Sensor	0/0	0
FUEL TANK Top Draw, Non-Polished Aluminum, D-Style, 19" Tank Depth, 70 US Gal (265L), Mounted Left Side, Under Cab	10/7	17
DEF TANK 7 US Gal (26L) Capacity, Frame Mounted Outside Left Rail, Under Cab	0/0	0
CAB Conventional, Day Cab	0/0	0
AIR CONDITIONER with Integral Heater and Defroster	56/0	56
GAUGE CLUSTER Base Level; English with English Speedometer and Tachometer, for Air Brake Chassis, Includes Engine Coolant Temperature, Primary and Secondary Air Pressure, Fuel and DEF Gauges, Oil Pressure Gauge, Includes 3 Inch Monochromatic Text Display	0/0	0
GAUGE, OIL TEMP, AUTO TRANS for Allison Transmission	1/0	1
GAUGE, AIR CLEANER RESTRICTION {Filter-Minder} with Black Bezel, Mounted in Instrument Panel	2/0	2
IP CLUSTER DISPLAY On Board Diagnostics Display of Fault Codes in Gauge Cluster	0/0	0
SEAT, DRIVER {National 2000} Air Suspension, High Back with Integral Headrest, Cloth, Isolator, 1 Chamber Lumbar, 2 Position Front Cushion Adjust, -3 to +14 Degree Back Angle Adjust	-13/-4	-17
MIRROR, CONVEX, HOOD MOUNTED {Lang Mekra} (2) Right and Left Side, Bright, 7.5" Sq.	11/0	11
GRAB HANDLE, EXTERIOR Chrome, Towel Bar Type, with Anti-Slip Rubber Inserts, for Cab Entry Mounted Left Side at B-Pillar	3/0	3
SEAT, PASSENGER {National} Non Suspension, High Back, Fixed Back, Integral Headrest, Cloth	17/6	23
MIRRORS (2) Aero Pedestal, Power Adjust, Heated, Bright Heads, Black Arms, 6.5" x 14" Flat Glass, Includes 6.5" x 6" Convex Mirrors, for 102" Load Width	0/0	0
MIRROR, CONVEX, LOOK DOWN Right Side, Bright, 6" x 10.5"	0/0	0
CAB INTERIOR TRIM Classic, for Day Cab	0/0	0
ARM REST, RIGHT, DRIVER SEAT	3/0	3
CAB SOUND INSULATION Includes Dash Insulator and Engine Cover Insulator	12/0	12
WINDOW, POWER (2) and Power Door Locks, Left and Right Doors, Includes Express Down Feature	5/0	5
FRESH AIR FILTER Attached to Air Intake Cover on Cowl Tray in Front of Windshield Under Hood	0/0	0
CAB REAR SUSPENSION Air Bag Type	0/0	0
CAB, INTERIOR TRIM, CLOSEOUT Under IP, Driver Side	0/0	0
INSTRUMENT PANEL Flat Panel	0/0	0
SUNSHADE, EXTERIOR Aerodynamic, Painted Roof Color, with Integral Clearance/Marker Lights	15/2	17
ACCESS, CAB Steel, Driver & Passenger Sides, Two Steps per Door, for use with Day Cab and Extended Cab	0/0	0

<u>Description</u>	<u>F/R Wt</u> (lbs)	<u>Tot Wt</u> (lbs)
WHEELS, FRONT {Accuride 29374} DISC; 22.5x12.25 Rims, Extra Polish Aluminum, 10-Stud, 285.75mm BC, Hub-Piloted, Flanged Nut, with Steel Hubs	-10/0	-10
WHEELS, REAR {Accuride 29169} DUAL DISC; 22.5x8.25 Rims, Powder Coat Steel, 5-Hand Hole, 10-Stud, 285.75mm BC, Hub-Piloted, Flanged Nut, with .472" Thick Increased Capacity Disc and Steel Hubs	0/48	48
BDY INTG, PTO ACCOMMODATION for (3) Latched Rocker Switches, (1) PTO Switch, (2) Generic Switches to Control (3) 30 amp relays, with Programmable Interlocks, for Body Builder Hook up in the Engine Compartment Left Side, Recommended for Automatic Transmissions	0/0	0
(8) TIRE, REAR 11R22.5 Load Range G FUEL MAX RTD (GOODYEAR), 495 rev/mile, 75 MPH, Drive	0/64	64
(2) TIRE, FRONT 385/65R22.5 Load Range J G296 MSA (GOODYEAR), 488 rev/mile, 68 MPH, All-Position	96/0	96

Services Section:

WARRANTY Standard for HV507, HV50B, HV607 Models, Effective with Vehicles Built July 1, 2017 or Later, CTS-2025A	0/0	0
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Total Component Weight:	8113/7030	15143
18 yd. OxBodies dump body	0/0	0
Total Body Allied:	0/0	0

The weight calculations included in this proposal are an estimate of future vehicle weight. The actual weight as manufactured may be different from the estimated weight. Navistar, Inc. shall not be liable for any consequences resulting from any differences between the estimated weight of a vehicle and the actual weight.

<u>Description</u>	(US DOLLAR)	<u>Price</u>
Factory List Prices:		
Product Items	\$149,994.00	
Service Items	\$0.00	
Total Factory List Price Including Options:		\$149,994.00
Freight Charge	\$2,350.00	
Total Freight:		\$2,350.00
Total Factory List Price Including Freight:		\$152,344.00
Less Customer Allowance:		(\$54,928.51)
Total Vehicle Price:		\$97,415.49
Total Body/Allied Equipment:		\$20,158.00
Total Sale Price:		\$117,573.49
Total Per Vehicle Sales Price:		\$117,573.49
Net Sales Price:		\$117,573.49

SOURCEWELL PROGRAM #060920-NVS

Approved by Seller:

Accepted by Purchaser:

Official Title and Date_____
Firm or Business Name_____
Authorized Signature_____
Authorized Signature and Date

This proposal is not binding upon the seller without
Seller's Authorized Signature

Official Title and Date

The TOPS FET calculation is an estimate for reference purposes only. The seller or retailer is responsible for calculating and reporting/paying appropriate FET to the IRS.

The limited warranties applicable to the vehicles described herein are Navistar, Inc.'s standard printed warranties which are incorporated herein by reference and to which you have been provided a copy and hereby agree to their terms and conditions.



RFP #060920
REQUEST FOR PROPOSALS
for
Class 4-8 Chassis with Related Equipment, Accessories, and Services

Proposal Due Date: June 9, 2020, 4:30 p.m., Central Time

Sourcewell, a State of Minnesota local government agency and service cooperative, is requesting proposals for Class 4-8 Chassis with Related Equipment, Accessories, and Services to result in a contracting solution for use by its Participating Entities. Sourcewell Participating Entities include thousands of governmental, higher education, K-12 education, nonprofit, tribal government, and other public agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal [<https://proportal.sourcewell-mn.gov>]. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than June 9, 2020, at 4:30 p.m. Central Time, and late proposals will not be considered.

Solicitation Schedule

Public Notice of RFP Published:	April 16, 2020
Pre-proposal Conference:	May 19, 2020 10:00 a.m., Central Time
Question Submission Deadline:	June 2, 2020, 4:30 p.m., Central Time
Proposal Due Date:	June 9, 2020, 4:30 p.m., Central Time Late responses will not be considered.
Opening:	June 9, 2020, 6:30 p.m., Central Time **

** SEE RFP SUB-SECTION V. G. "OPENING"

I. ABOUT SOURCEWELL PARTICIPATING ENTITIES

A. SOURCEWELL

Sourcewell is a State of Minnesota local government agency and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that facilitates a competitive public solicitation and contract award process for the benefit of its 50,000+ participating entities across the United States and Canada. Sourcewell's solicitation process complies with State of Minnesota law and policies, conforms to Canadian trade agreements, and results in cooperative contracting solutions from which Sourcewell's Participating Entities procure equipment, products, and services.

Cooperative contracting provides participating entities and vendors increased administrative efficiencies and the power of combined purchasing volume that result in overall cost savings. At times, Sourcewell also partners with other purchasing cooperatives to combine the purchasing volume of their membership into a single solicitation and contract expanding the reach of contracted vendors' potential pool of end users.

Sourcewell uses a website-based platform, the Sourcewell Procurement Portal, through which all proposals to this RFP must be submitted.

B. USE OF RESULTING CONTRACTS

In the United States, Sourcewell's contracts are available for use by:

- Federal and state government entities;
- Cities, towns, and counties/parishes;
- Education service cooperatives;
- K-12 and higher education entities;
- Tribal government entities;
- Some nonprofit entities; and
- Other public entities.

In Canada, Sourcewell's contracts are available for use by:

- Provincial and territorial government departments, ministries, agencies, boards, councils, committees, commissions, and similar agencies;
- Regional, local, district, and other forms of municipal government, municipal organizations, school boards, and publicly-funded academic, health, and social service entities referred to as MASH sector (this should be construed to include but not be limited to the Cities of Calgary, Edmonton, Toronto, Calgary, Ottawa, and Winnipeg), as well as any corporation or entity owned or controlled by one or more of the preceding entities;

- Crown corporations, government enterprises, and other entities that are owned or controlled by these entities through ownership interest;
- Members of the Rural Municipalities of Alberta (RMA) and their represented Associations, Saskatchewan Association of Rural Municipalities (SARM), Saskatchewan Urban Municipalities Association (SUMA), Association of Manitoba Municipalities (AMM), Local Authority Services (LAS), Municipalities Newfoundland and Labrador (MNL), Nova Scotia Federation of Municipalities (NSFM), and Federation of Prince Edward Island Municipalities (FPEIM).

For a listing of current United States and Canadian Participating Entities visit Sourcewell's website (note: there is a tab for each country's listing): <https://www.sourcewell-mn.gov/sourcewell-for-vendors/member-locator>.

Access to contracted equipment, products, or services by Participating Entities is typically through a purchase order issued directly to the applicable vendor. A Participating Entity may request additional terms or conditions related to a purchase. Use of Sourcewell contracts is voluntary and Participating Entities retain the right to obtain similar equipment, products, or services from other sources.

To meet Participating Entities' needs, public notice of this RFP has been broadly published, including notification in the United States to each state-level procurement department for possible re-posting.

Proof of publication will be available at the conclusion of the solicitation process.

II. EQUIPMENT, PRODUCTS, AND SERVICES

A. SOLUTIONS-BASED SOLICITATION

This RFP and contract award process is a solutions-based solicitation; meaning that Sourcewell is seeking equipment, products, or services that meet the general requirements of the scope of this RFP and that are commonly desired or are required by law or industry standards.

B. REQUESTED EQUIPMENT, PRODUCTS, OR SERVICES

It is expected that Proposers will offer a wide array of equipment, products, or services at lower prices and with better value than what they would ordinarily offer to a single government entity, a school district, or a regional cooperative.

1. Sourcewell is seeking proposals for Class 4-8 Chassis with Related Equipment, Accessories, and Services, including, but not to be limited to:

- a. Chassis and cabs as classified by gross vehicle weight ratings (GVWR):

Class 4: 14,001-16,000 lbs
Class 5: 16,001-19,500 lbs
Class 6: 19,501-26,000 lbs
Class 7: 26,001-33,000 lbs
Class 8: 33,001+ lbs

- b. A wide range of Class 4-8 chassis types and classifications, including conventional internal combustion, natural gas or propane autogas, hybrid or alternative fuel, and electric powered Class 4-8 Chassis.
 - c. Proposers may include Class 3 chassis provided that they are complementary to Proposer's offering of Class 4-8 chassis.
 - d. Proposers may include related equipment, accessories, and services to the extent that the solutions are an incidental portion of the response.
2. The primary focus of this solicitation is on Class 4-8 Chassis with Related Equipment, Accessories, and Services. This solicitation should NOT be construed to include:
- a. Transit buses.
3. This solicitation does not include those equipment, products, or services covered under categories included in contracts currently maintained by Sourcewell:
- a. School Buses with Related Supplies, Parts and Services (RFP #102115); and
 - b. Vehicles, Cars, Vans, SUVs, and Light Trucks with Related Equipment, Accessories, and Services (RFP #120716).

Generally, the solutions for Participating Entities are turn-key solutions, providing a combination of equipment, products and services, delivery, and installation to a properly operating status. However, equipment or products only solutions may be appropriate for situations where Participating Entities possess the ability, either in-house or through local third-party contractors, to properly install and bring to operation the equipment or products being proposed.

Sourcewell prefers vendors that provide a sole source of responsibility for the products and services provided under a resulting contract. If Proposer requires the use of dealers, resellers, or subcontractors to provide the products or services, the Proposal should address how the products or services will be provided to Participating Entities and describe the network of dealers, resellers, and/or subcontractors that will be available to serve Participating Entities under a resulting contract.

Sourcewell desires the broadest possible selection of equipment, products, and services being proposed over the largest possible geographic area and to the largest possible cross-section of Sourcewell current and future Participating Entities.

C. REQUIREMENTS

It is expected that Proposers have knowledge of all applicable industry standards, laws, and regulations and possess an ability to market and distribute the equipment, products, or services to Participating Entities.

1. Safety Requirements. All items proposed must comply with current applicable safety or regulatory standards or codes.
2. Deviation from Industry Standard. Deviations from industry standards must be identified with an explanation of how the equipment, products, and services will provide equivalent function, coverage, performance, and/or related services.
3. New Equipment and Products. Proposed equipment and products must be for new, current model; however, Proposer may offer certain close-out equipment or products if it is specifically noted in the Pricing proposal.
4. Delivered and operational. Unless clearly noted in the Proposal, equipment and products must be delivered to the Participating Entity as operational.
5. Warranty. All equipment, products, supplies, and services must be covered by a warranty that is the industry standard or better.

D. ANTICIPATED CONTRACT TERM

Sourcewell anticipates that the term of any resulting contract(s) will be four (4) years. Up to two one-year extensions may be offered based on the best interests of Sourcewell and its Participating Entities.

E. ESTIMATED CONTRACT VALUE AND USAGE

Based on past volume of similar contracts, the estimated annual value of all transactions from contracts resulting from this RFP are anticipated to be USD \$150 Million; therefore, proposers are expected to propose volume pricing. Sourcewell anticipates considerable activity under the contract(s) awarded from this RFP; however, sales and sales volume from any resulting contract are not guaranteed.

F. MARKETING PLAN

Proposer's sales force will be the primary source of communication with Participating Entities. The Proposer's Marketing Plan should demonstrate Proposer's ability to deploy a sales force or dealer network to Participating Entities, as well as Proposer's sales and service capabilities. It is expected that Proposer will promote and market any contract award.

G. ADDITIONAL CONSIDERATIONS

1. Contracts will be awarded to Proposers able to best meet the need of Participating Entities. Proposers should submit their complete line of equipment, products, or services that are applicable to the scope of this RFP.
2. Proposers should include all relevant information in its proposal, since Sourcewell cannot consider information that is not included in the Proposal. Sourcewell reserves the right to verify Proposer's information and may request clarification from a Proposer, including samples of the proposed equipment or products.
3. Depending upon the responses received in a given category, Sourcewell may need to organize responses into subcategories in order to provide the broadest coverage of the requested equipment, products, or services to Participating Entities. Awards may be based on a subcategory.
4. A Proposer's documented negative past performance with Sourcewell or its Participating Entities occurring under a previously awarded Sourcewell contract may be considered in the evaluation of a proposal.

III. PRICING

A. REQUIREMENTS

All proposed pricing must be:

1. Either Line-Item Pricing or Percentage Discount from Catalog Pricing, or a combination of these:
 - a. **Line-item Pricing** is pricing based on each individual product or services. Each line must indicate the Vendor's published "List Price," as well as the "Contract Price."
 - b. **Percentage Discount from Catalog or Category** is based on a percentage discount from a catalog or list price, defined as a published Manufacturer's Suggested Retail Price (MSRP) for the products or services. Individualized percentage discounts can be applied to any number of defined product groupings. Proposers will be responsible for providing and maintaining current published MSRP with Sourcewell, and this pricing must be included in its proposal and provided throughout the term of any Contract resulting from this RFP.
2. The Proposer's ceiling price (Ceiling price means that the proposed pricing will be considered as the highest price for which equipment, products, or services may be billed to a Participating Entity). However, it is permissible for vendors to sell at a price that is lower than the contracted price;
3. Stated in U.S. and Canadian dollars (as applicable); and
4. Clearly understood, complete, and fully describe the total cost of acquisition (e.g., the cost of the proposed equipment, products, and services delivered and operational for its intended purpose in the Participating Entity's location).

Proposers should clearly identify any costs that are NOT included in the proposed product or service pricing. This may include items such as installation, set up, mandatory training, or initial inspection. Include identification of any parties that impose such costs and their relationship to the Proposer. Additionally, Proposers should clearly describe any unique distribution and/or delivery methods or options offered in the Proposal.

B. ADMINISTRATIVE FEES

Proposers are expected to pay to Sourcewell an administrative fee in exchange for Sourcewell facilitating the resulting contracts. The administrative fee is normally calculated as a percentage of the total sales to Participating Entities for all contracted equipment, products, or services made during a calendar quarter, and is typically one percent (1%) to two percent (2%). In some categories, a flat fee may be an acceptable alternative.

IV. CONTRACT

Proposers awarded a contract will be required to execute a contract with Sourcewell (see attached template). Only those modifications the Proposer indicates in its proposal will be available for discussion. Much of the language in the Contract reflects Minnesota legal requirements and cannot be altered. Numerous and/or onerous exceptions that contradict Minnesota law may result in the Proposal being disqualified from further review and evaluation.

To request a modification to the Contract terms, conditions, or specifications, a Proposer must complete and submit the Exceptions to Terms, Conditions, or Specifications table, with all requested modifications, through the Sourcewell Procurement Portal at the time of submitting the Proposer's Proposal. Exceptions must:

1. Clearly identify the affected article and section, and
2. Clearly note what language is requested to be modified.

Unclear requests will be automatically denied.

Only those exceptions that have been accepted by Sourcewell will be included in the contract document provided to the awarded vendor for signature.

If a Proposer receives a contract award resulting from this solicitation it will have up to 30 days to sign and return the contract. After that time, at Sourcewell's sole discretion, the contract award may be revoked.

V. RFP PROCESS

A. PRE-PROPOSAL CONFERENCE

Sourcewell will hold an optional, non-mandatory pre-proposal conference via webcast on the date and time noted on page one of this RFP and on the Sourcewell Procurement Portal. The

purpose of this conference is to allow potential Proposers to ask questions regarding this RFP and Sourcewell's competitive contracting process. Information about the webcast will be sent to all entities that have registered for this solicitation opportunity through their Sourcewell Procurement Portal Vendor Account. Pre-proposal conference attendance is optional.

B. QUESTIONS REGARDING THIS RFP AND ORAL COMMUNICATION

Questions regarding this RFP must be submitted through the Sourcewell Procurement Portal. The deadline for submission of questions is found in the Solicitation Schedule and on the Sourcewell Procurement Portal. Answers to questions will be issued through an addendum to this RFP. Repetitive questions will be summarized into a single answer and identifying information will be removed from the submitted questions.

All questions, whether specific to a Proposer or generally related to the RFP, must be submitted using this process. Do not contact individual Sourcewell staff to ask questions or request information as this may disqualify the Proposer from responding to this RFP. Sourcewell will not respond to questions submitted after the deadline.

C. ADDENDA

Sourcewell may modify this RFP at any time prior to the proposal due date by issuing an addendum. Addenda issued by Sourcewell become a part of the RFP and will be delivered to potential Proposers through the Sourcewell Procurement Portal. Sourcewell accepts no liability in connection with the delivery of any addenda.

Before a proposal will be accepted through the Sourcewell Procurement Portal, all addenda, if any, must be acknowledged by the Proposer by checking the box for each addendum. It is the responsibility of the Proposer to check for any addenda that may have been issued up to the solicitation due date and time.

If an addendum is issued after a Proposer submitted its proposal, the Sourcewell Procurement Portal will WITHDRAW the submission and change the Proposer's proposal status to INCOMPLETE. The Proposer can view this status change in the "MY BIDS" section of the Sourcewell Procurement Portal Vendor Account. The Proposer is solely responsible to check the "MY BIDS" section of the Sourcewell Procurement Portal Vendor Account periodically after submitting its Proposal (and up to the Proposal due date). If the Proposer's Proposal status has changed to INCOMPLETE, the Proposer is solely responsible to:

- i) make any required adjustments to its proposal;
- ii) acknowledge the addenda; and
- iii) ensure the re-submitted proposal is received through the Sourcewell Procurement Portal no later than the Proposal Due Date and time shown in the Solicitation Schedule above.

D. PROPOSAL SUBMISSION

Proposer's complete proposal must be submitted through the Sourcewell Procurement Portal no later than the date and time specified in the Solicitation Schedule. Any other form of proposal submission, whether electronic, paper, or otherwise, will not be considered by Sourcewell. **Late proposals will not be considered.** It is the Proposer's sole responsibility to ensure that the proposal is received on time.

It is recommended that Proposers allow sufficient time to upload the proposal and to resolve any issues that may arise. The time and date that a Proposal is received by Sourcewell is solely determined by the Sourcewell Procurement Portal web clock.

In the event of problems with the Sourcewell Procurement Portal, follow the instructions for technical support posted in the portal. It may take up to twenty-four (24) hours to respond to certain issues.

Upon successful submission of a proposal, the Portal will automatically generate a confirmation email to the Proposer. If the Proposer does not receive a confirmation email, contact Sourcewell's support provider at support@bidsandtenders.ca.

To ensure receipt of the latest information and updates via email regarding this solicitation, or if the Proposer has obtained this solicitation document from a third party, the onus is on the Proposer to create a Sourcewell Procurement Portal Vendor Account and register for this solicitation opportunity.

Within the Procurement Portal, all proposals must be digitally acknowledged by an authorized representative of the Proposer attesting that the information contained in the proposal is true and accurate. By submitting a proposal, Proposer warrants that the information provided is true, correct, and reliable for purposes of evaluation for potential contract award. The submission of inaccurate, misleading, or false information is grounds for disqualification from a contract award and may subject the Proposer to remedies available by law.

E. GENERAL PROPOSAL REQUIREMENTS

Proposals must be:

- In substantial compliance with the requirements of this RFP or it will be considered nonresponsive and be rejected.
- Complete. A proposal will be rejected if it is conditional or incomplete.
- Submitted in English.
- Valid and irrevocable for 90 days following the Proposal Due Date.

Any and all costs incurred in responding to this RFP will be borne by the Proposer.

F. PROPOSAL WITHDRAWAL

Prior to the proposal deadline, a Proposer may withdraw its proposal.

G. OPENING

The Opening of Proposals will be conducted electronically through the Sourcewell Procurement Portal. A list of all Proposers will be made publicly available in the Sourcewell Procurement Portal after the Proposal Due Date, but no later than the Opening time listed in the Solicitation Schedule.

To view the list of Proposers, verify that the Sourcewell Procurement Portal opportunities list search is set to "All" or "Closed." The solicitation status will automatically change to "Closed" after the Proposal Due Date and Time.

VI. EVALUATION AND AWARD

A. EVALUATION

It is the intent of Sourcewell to award one or more contracts to responsive and responsible Proposer(s) offering the best overall quality, selection of equipment, products, and services, and price that meet the commonly requested specifications of Sourcewell and its Participating Entities. The award(s) will be limited to the number of Proposers that Sourcewell determines is necessary to meet the needs of Participating Entities. Factors to be considered in determining the number of contracts to be awarded in any category may include the following:

- The number of and geographic location of:
 - Proposers necessary to offer a comprehensive selection of equipment, products, or services for Participating Entities' use.
 - A Proposer's sales and service network to assure availability of product supply and coverage to meet Participating Entities' anticipated needs.
- Total evaluation scores.
- The attributes of Proposers, and their equipment, products, or services, to assist Participating Entities achieve environmental and social requirements, preferences, and goals. Information submitted as part of a proposal should be as specific as possible when responding to the RFP. Do not assume Sourcewell's knowledge about a specific vendor or product.

B. AWARD(S)

Award(s) will be made to the Proposer(s) whose proposal conforms to all conditions and requirements of the RFP, and consistent with the award criteria defined in this RFP.

Sourcewell may request written clarification of a proposal at any time during the evaluation process.

Proposal evaluation will be based on the following scoring criteria and the Sourcewell Evaluator Scoring Guide (available in the Sourcewell Procurement Portal):

Conformance to RFP Requirements	50
Financial Viability and Marketplace Success	75
Ability to Sell and Deliver Service	100
Marketing Plan	50
Value Added Attributes	75
Warranty	50
Depth and Breadth of Offered Equipment, Products, or Services	200
Pricing	400
TOTAL POINTS	1000

C. PROTESTS OF AWARDS

Any protest made under this RFP by a Proposer must be in writing, addressed to Sourcewell's Executive Director, and delivered to the Sourcewell office located at 202 12th Street NE, P.O. Box 219, Staples, MN 56479. The protest must be received no later than 10 calendar days' following Sourcewell's notice of contract award(s) or non-award and must be time stamped by Sourcewell no later than 4:30 p.m., Central Time.

A protest must include the following items:

- The name, address, and telephone number of the protester;
- The original signature of the protester or its representative;
- Identification of the solicitation by RFP number;
- A precise statement of the relevant facts;
- Identification of the issues to be resolved;
- Identification of the legal or factual basis;
- Any additional supporting documentation; and
- Protest bond in the amount of \$20,000, except where prohibited by law or treaty.

Protests that do not address these elements will not be reviewed.

D. RIGHTS RESERVED

This RFP does not commit Sourcewell to award any contract and a proposal may be rejected if it is nonresponsive, conditional, incomplete, conflicting, or misleading. Proposals that contain false statements or do not support an attribute or condition stated by the Proposer may be rejected.

Sourcewell reserves the right to:

- Modify or cancel this RFP at any time;
- Reject any and all proposals received;
- Reject proposals that do not comply with the provisions of this RFP;
- Select, for contracts or for discussion, a proposal other than that with the lowest cost;

- Independently verify any information provided in a Proposal;
- Disqualify any Proposer that does not meet the requirements of this RFP, is debarred or suspended by the United States or Canada, State of Minnesota, Participating Entity's state or province; has an officer, or other key personnel, who have been charged with a serious crime; or is bankrupt, insolvent, or where bankruptcy or insolvency are a reasonable prospect;
- Waive or modify any informalities, irregularities, or inconsistencies in the proposals received;
- Clarify any part of a proposal and discuss any aspect of the proposal with any Proposer; and negotiate with more than one Proposer;
- Award a contract if only one responsive proposal is received if it is in the best interest of Participating Entities; and
- Award a contract to one or more Proposers if it is in the best interest of Participating Entities.

E. DISPOSITION OF PROPOSALS

All materials submitted in response to this RFP will become property of Sourcewell and will become public record in accordance with Minnesota Statutes Section 13.591, after negotiations are complete. Sourcewell considers that negotiations are complete upon execution of a resulting contract. It is the Proposer's responsibility to clearly identify any data submitted that it considers to be protected. Proposer must also include a justification for the classification citing the applicable Minnesota law.

Sourcewell will not consider the prices submitted by the Proposer to be confidential, proprietary, or trade secret materials. Financial information, including financial statements, provided by a Proposer is not considered trade secret under the statutory definition.

The Proposer understands that Sourcewell will reject proposals that are marked confidential or nonpublic, either substantially or in their entirety.



4/17/2020

Addendum No. 1

Solicitation Number: RFP 060920

Solicitation Name: Class 4-8 Chassis with Related Equipment, Accessories, and Services

Consider the following Questions and Answers to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

Question 1:

Do you have a list of specifications for both the vehicles and equipment needed?

Answer 1:

Sourcewell utilizes a competitive, solutions-based solicitation approach that is not based on detailed specifications or finite quantities for our cooperative contract awards. A respondent is allowed to propose the entire line of products and services falling within the scope of the RFP. Section II. B. of the RFP addresses the requested equipment, products, or services for this solicitation.

Question 2:

How are delivery charges handled at the time of order? Is there a list of potential destinations?

Answer 2:

It is left to the discretion of each proposer to propose a method for delivery charges that fits with their business practices. Proposals are evaluated based on the criteria stated in the RFP.

Sourcewell participating entities include thousands of governmental, higher education, K-12 education, not-for-profit, tribal government, and other public agencies located in the United States and Canada.

Question 3:

How do I join the Pre-proposal conference on May 19, 2020?

Answer 3:

Refer to Section V. A. of the RFP for additional detail on the pre-proposal conference. All entities that have registered for this solicitation opportunity in the Sourcewell Procurement Portal will receive log-in instructions via email two business days prior to the webcast.

End of Addendum

Acknowledgement of this Addendum to RFP 060920 posted to the Sourcewell Procurement Portal on 4/16/2020, is required at the time of proposal submittal.



4/22/2020

Addendum No. 2

Solicitation Number: RFP 060920

Solicitation Name: Class 4-8 Chassis with Related Equipment, Accessories, and Services

Consider the following Questions and Answers to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

Question 1:

Will this bid be awarded by Class and Fuel type within that class? For example, separate awardees for Class 4 Gasoline, Class 4 Electric, Class 4 CNG, Class 4 Propane, Class 4 Diesel?

Answer 1:

Sourcewell is seeking "... the broadest possible selection of products/equipment and services being proposed over the largest possible geographic area and to the largest possible cross-section of Sourcewell current and future Participating Entities " (see, RFP Section II. B.). A Proposer should submit their complete line of equipment, products, or services that are applicable to the scope. Depending on the responses received, Sourcewell may need to organize responses into subcategories, and awards may be based on a subcategory (see, RFP Section II. G. 1 & 3). However, Sourcewell typically does not find it necessary to award by subcategory.

Question 2:

Will it now be mandatory for a Saskatchewan Rural Municipality to use this system to purchase class 4 - 8 trucks?

Answer 2:

- Refer to RFP Section I. B., ... "Use of Sourcewell contracts is voluntary and Participating Entities retain the right to obtain similar equipment, products, or services from other sources."

Question 3:

Are the references that are to be submitted, required to be an existing participating entity of Sourcewell?

Answer 3:

It is left to the discretion of each proposer to determine how to best demonstrate their ability to serve Sourcewell participating entities and satisfy all the requirements included in the questionnaire tables. Table 4 – References/Testimonials, Line Item 21, seeks information from “three customers who are eligible to be Sourcewell participating entities.”

End of Addendum

Acknowledgement of this Addendum to RFP 060920 posted to the Sourcewell Procurement Portal on 4/22/2020, is required at the time of proposal submittal.



4/29/2020

Addendum No. 3

Solicitation Number: RFP 060920

Solicitation Name: Class 4-8 Chassis with Related Equipment, Accessories, and Services

Consider the following Question and Answer to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

Question 1:

In demonstrating Financial Strength as part of Question 9, will the supporting documents provided, end up in the public domain or is this just for Sourcewell internal use only?

Answer 1:

RFP Section VI., E., Disposition of Proposals, addresses the handling of materials submitted in response to the RFP under Minnesota Statutes Section 13.591. Financial information, including financial statements, provided by a Proposer is not considered trade secret under the statutory definition.

End of Addendum

Acknowledgement of this Addendum to RFP 060920 posted to the Sourcewell Procurement Portal on 4/29/2020, is required at the time of proposal submittal.



5/4/2020

Addendum No. 4

Solicitation Number: RFP 060920

Solicitation Name: Class 4-8 Chassis with Related Equipment, Accessories, and Services

Consider the following Question and Answer to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

Question 1:

Would we be allowed to just bid the equipment we manufacture as we do not manufacture chassis?

Answer 1:

Each proposer, in its discretion, will propose the equipment, products, and services that it deems to fall within Sourcewell's requested equipment, products, and services as described in RFP Section II. B (Requested Equipment, Products and Services). A proposal that is not in substantial compliance with the requirements of the RFP will be considered nonresponsive.

End of Addendum

Acknowledgement of this Addendum to RFP 060920 posted to the Sourcewell Procurement Portal on 5/4/2020, is required at the time of proposal submittal.



5/12/2020

Addendum No. 5

Solicitation Number: RFP 060920

Solicitation Name: Class 4-8 Chassis with Related Equipment, Accessories, and Services

Consider the following Question and Answer to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

Question 1:

How will the Administrative Fees for the resulting contracts from this RFP be determined? At what percentage rate or what flat fee can we expect to be charged?

Answer 1:

Refer to RFP Section III. B. – Administrative Fees, for directions on proposing an administrative fee. It is left to the discretion of each proposer to determine and propose an administrative fee that is consistent with its business and its industry.

End of Addendum

Acknowledgement of this Addendum to RFP 060920 posted to the Sourcewell Procurement Portal on 5/12/2020, is required at the time of proposal submittal.



5/13/2020

Addendum No. 6

Solicitation Number: RFP 060920

Solicitation Name: Class 4-8 Chassis with Related Equipment, Accessories, and Services

Consider the following Questions and Answers to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

Question 1:

Is Sourcewell responsible for the registration of vehicles, or for the determination and collection of State/Provincial or Federal taxes due, on participating entity purchases under the contract (or contracts) awarded as a result of the RFP?

Answer 1:

No, Sourcewell is not involved in vehicle registration, or tax determination or collection, for participating entity transactions under the awarded contracts. A Proposer is to identify any transaction costs or fees that are not included in equipment pricing as described in RFP Section III. A. – Pricing and in template Contract Section 3. A. – Pricing. To the extent that a participating entity may be exempt from taxes or fees, the participating entity is responsible for providing a tax exemption certificate as described in template Contract Section 3. B. – Sales Tax.

Question 2:

Is Sourcewell financially responsible for participating entity purchases under the contract (or contracts) awarded as a result of the RFP?

Answer 2:

Participating entities are solely responsible for payment. See template Contract Section 6. A. – Participating Entity Use and Purchasing.

Question 3:

Does Sourcewell bear the risk of loss in the event that a vehicle is damaged or stolen, or a transaction is terminated, before title passes to the participating entity?

Answer 3:

No. Transactions under the contract are between the participating entity and the awarded vendor. Sourcewell has no liability for a participating entity's transaction or payment, and bears no risk of loss in the events described.

End of Addendum

Acknowledgement of this Addendum to RFP 060920 posted to the Sourcewell Procurement Portal on 5/13/2020, is required at the time of proposal submittal.



5/18/2020

Addendum No. 7

Solicitation Number: RFP 060920

Solicitation Name: Class 4-8 Chassis with Related Equipment, Accessories, and Services

Consider the following Questions and Answers to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

Question 1:

What will be the effective dates (start and ending) for pricing submitted with the bid?
Will that time frame be consistent for the 3 remaining annual periods?

Answer 1:

Refer to Section 3. - Pricing and Section 4. – Product and Pricing Change Requests, in the Sourcewell template Contract (available on the Sourcewell Procurement Portal), for guidance on pricing during the term of awarded contracts.

Question 2:

To what extent will Sourcewell make public the pricing files (IE: data books) supplied by bidders?

Answer 2:

Refer to RFP Section VI. E. - Disposition of Proposals for guidance on pricing material submitted in response to the RFP and applicable public data laws.

Question 3:

Can respondents to the solicitation expect that references provided to Sourcewell will not become public?

Answer 3:

Refer to RFP Section VI. E. - Disposition of Proposals, for guidance on materials submitted in response to the RFP and applicable public data laws.

Question 4:

For a Proposer that is a dealer representing multiple OEM brands, some of which will be submitting a response and some of which will not be submitting a response to the Sourcewell RFP, do we leave out our OEM's who are responding from our proposed solution?

Answer 4:

In the competitive process, Sourcewell will not advise a proposer on the content of the proposal. So, it is left to the discretion of each proposer to determine the equipment, products, and services that the proposer will include. The solicitation is a competitive process and proposals are evaluated on the content submitted.

End of Addendum

Acknowledgement of this Addendum to RFP 060920 posted to the Sourcewell Procurement Portal on 5/18/2020, is required at the time of proposal submittal.



5/21/2020

Addendum No. 8

Solicitation Number: RFP 060920

Solicitation Name: Class 4-8 Chassis with Related Equipment, Accessories, and Services

Consider the following Questions and Answers to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

Question 1:

What is expected in the Marketing Plan requirement? Is the marketing plan to be reviewed by the agency?

Answer 1:

Refer to RFP Section II. F. – Marketing Plan for guidance on the marketing plan requirements. Each proposer, in its discretion, will determine the content of its marketing plan. The solicitation is a competitive process and proposals will be evaluated on the content submitted.

Question 2:

Will the Marketing Plan be given to participating entities? Or is this just for Sourcewell?

Answer 2:

Refer to RFP Section VI. E. – Disposition of Proposals, for guidance on materials submitted in response to the RFP and applicable data laws.

Question 3:

Will the agency/customer be willing to sign an NDA in order for a vendor to share technical specification details?

Answer 3:

Refer to RFP Section VI. E. – Disposition of Proposals, for guidance on materials submitted in response to the RFP and applicable data laws.

Question 4:

Will the agency accept redlines on the contract during the procurement process?

Answer 4:

Refer to RFP Section IV. - Contract for guidance on the process for requesting a modification to the template contract terms, conditions, or specifications.

Question 5:

Is the administrative fee set or is this fee negotiable prior to the award or when awarded?

Answer 5:

Refer to Addendum 5, Answer 1, posted to the Sourcewell Procurement Portal on May 12, 2020.

Question 6:

What marketing support does Sourcewell provide to an awarded vendor after a contract is issued?

Answer 6:

Refer to the "Sourcewell Vendor Resources" link provided on the Sourcewell Procurement Portal "Bids Homepage."

Question 7:

Are all cutaway passenger buses considered a transit bus, regardless of size, for this solicitation?

Answer 7:

Each proposer, in its discretion, will propose the equipment, products, and services that it deems to fall within Sourcewell's requested equipment, products, and services as described in RFP Section II. B. (Requested Equipment, Products and Services). A proposal that is not in substantial compliance with the requirements of the RFP will be considered nonresponsive.

Question 8:

Will purchase orders originate from Sourcewell or the participating entity?

Answer 8:

Refer to RFP Section I. B. – Use of Resulting Contracts, for additional guidance on the order process.

Question 9:

Do we need to register with the Secretary of State for a certificate to transact business in the State of MN?

Answer 9:

Each proposer, in its discretion, will determine the documentation necessary to best demonstrate its ability to serve Sourcewell participating entities and fulfill the requirements set forth in the RFP. A Certificate of the Minnesota Secretary of State is not a mandatory submittal requirement for this solicitation.

End of Addendum

Acknowledgement of this Addendum to RFP 060920 posted to the Sourcewell Procurement Portal on 5/21/2020, is required at the time of proposal submittal.



5/26/2020

Addendum No. 9

Solicitation Number: RFP 060920

Solicitation Name: Class 4-8 Chassis with Related Equipment, Accessories, and Services

Consider the following Question and Answer to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

Question 1:

Federal and State incentives typically apply when quoting electric-powered truck chassis. Should we quote prices before incentives with a note that we will apply any applicable incentives? If not, how do you suggest we handle this issue?

Answer 1:

In the competitive process, Sourcewell will not advise a proposer on the content of the proposal. So, each proposer, in its discretion, will determine and propose the pricing approach that aligns with their business methods and satisfies all the requirements of RFP Article III - Pricing. Proposals are evaluated based on the criteria stated in the RFP.

End of Addendum

Acknowledgement of this Addendum to RFP 060920 posted to the Sourcewell Procurement Portal on 5/26/2020, is required at the time of proposal submittal.



5/27/2020

Addendum No. 10

Solicitation Number: RFP 060920

Solicitation Name: Class 4-8 Chassis with Related Equipment, Accessories, and Services

Consider the following Question and Answer to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

Question 1:

Can Sourcewell Participating Entities include US or Canadian Federal entities?

Answer 1:

Refer to RFP Section I. B. Use of Resulting Contracts for information on Sourcewell Participating Entities.

End of Addendum

Acknowledgement of this Addendum to RFP 060920 posted to the Sourcewell Procurement Portal on 5/27/2020, is required at the time of proposal submittal.



6/3/2020

Addendum No. 11

Solicitation Number: RFP 060920

Solicitation Name: Class 4-8 Chassis with Related Equipment, Accessories, and Services

Consider the following Questions and Answers to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

Question 1:

Can we attach videos & power points, if so, how do we accomplish this? What size videos or product literature is permitted on each attachment?

Answer 1:

All relevant information should be included in the proposal (RFP Section II., G.). It is left to the discretion of each proposer to determine the method it deems best suited to submit its relevant information in a timely fashion through the Sourcewell Procurement Portal. The maximum upload size is 500 MB per upload, however, items may be combined in a zipped file format should they exceed the 500MB limit.

Question 2:

Is there a way to download our Table responses to a hard copy for proof reading?

Answer 2:

After selecting "Start Submission," a proposer may navigate to Step 4 – "Preview Bid" and select "Preview My Bid in PDF," if a downloadable PDF of the questionnaire tables is desired.

Question 3:

Table 8 Value Added Attributes - 40. Please define what a hub partner constitutes?

Answer 3:

A hub partner is identified as a historically underutilized business partner. Examples of historically underutilized businesses are listed in Table 8, Question 40.

End of Addendum

Acknowledgement of this Addendum to RFP 060920 posted to the Sourcewell Procurement Portal on 6/3/2020, is required at the time of proposal submittal.

**Solicitation Number: RFP #060920****CONTRACT**

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Navistar, Inc. dba International Truck, 2701 Navistar Drive, Lisle, IL 60532 (Vendor).

Sourcewell is a State of Minnesota local government agency and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada.

Vendor desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

1. TERM OF CONTRACT

- A. **EFFECTIVE DATE.** This Contract is effective upon the date of the final signature below.
- B. **EXPIRATION DATE AND EXTENSION.** This Contract expires August 1, 2024, unless it is cancelled sooner pursuant to Article 24. This Contract may be extended up to one additional one-year period upon request of Sourcewell and with written agreement by Vendor.
- C. **SURVIVAL OF TERMS.** Articles 11 through 16 survive the expiration or cancellation of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

- A. **EQUIPMENT, PRODUCTS, OR SERVICES.** Vendor will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above. Vendor's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new/current model. Vendor may offer close-out or refurbished Equipment or Products if they are clearly indicated in

Vendor's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. **WARRANTY.** Vendor warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Vendor warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Vendor's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that is effective past the expiration of the Vendor's warranty will be passed on to the Participating Entity.

C. **DEALERS, DISTRIBUTORS, AND/OR RESELLERS.** Upon Contract execution, Vendor will make available to Sourcewell a means to validate or authenticate Vendor's authorized dealers, distributors, and/or resellers relative to the Equipment, Products, and Services related to this Contract. This list may be updated from time-to-time and is incorporated into this Contract by reference. It is the Vendor's responsibility to ensure Sourcewell receives the most current version of this list.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced as stated in Vendor's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

A. **SHIPPING AND SHIPPING COSTS.** All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Vendor must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery.

Vendor must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcwell may declare the Vendor in breach of this Contract if the Vendor intentionally delivers substandard or inferior Equipment or Products. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Vendor as soon as possible and the Vendor will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

B. SALES TAX. Each Participating Entity is responsible for supplying the Vendor with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. HOT LIST PRICING. At any time during this Contract, Vendor may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Vendor determines it will offer Hot List Pricing, it must be submitted electronically to Sourcwell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcwell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

4. PRODUCT AND PRICING CHANGE REQUESTS

Vendor may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcwell Price and Product Change Request Form to the assigned Sourcwell Contract Administrator. This form is available from the assigned Sourcwell Contract Administrator. At a minimum, the request must:

- Identify the applicable Sourcwell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;
- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Request Form will become an amendment to this Contract and be incorporated by reference.

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Vendor understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Vendor is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential members to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Vendor's employees may be required to perform work at government-owned facilities, including schools. Vendor's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Vendor that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Vendor. Typically, a Participating Entity will issue an order directly to Vendor. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell contract number. All Participating Entity orders under this Contract must be issued prior to expiration of this Contract; however, Vendor performance, Participating Entity payment, and any applicable warranty periods or other Vendor or Participating Entity obligations may extend beyond the term of this Contract.

Vendor's acceptable forms of payment are included in Attachment A. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. **ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM.** Additional terms and conditions to a purchase order may be negotiated between a Participating Entity and Vendor, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum; the terms of which will be worked out directly between the Participating Entity and the Vendor. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C. **PERFORMANCE BOND.** If requested by a Participating Entity, Vendor will provide a performance bond that meets the requirements set forth in the Participating Entity's order.

D. **SPECIALIZED SERVICE REQUIREMENTS.** In the event that the Participating Entity requires service or specialized performance requirements (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements) not addressed in this Contract, the Participating Entity and the Vendor may enter into a separate, standalone agreement, apart from this Contract. Sourcwell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

E. **TERMINATION OF ORDERS.** Participating Entities may terminate an order, in whole or in part, immediately upon notice to Vendor in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the goods to be purchased;
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements; or
3. Vendor commits any material breach of this Contract or the additional terms agreed to between the Vendor and a Participating Entity.

F. **GOVERNING LAW AND VENUE.** The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

7. CUSTOMER SERVICE

A. **PRIMARY ACCOUNT REPRESENTATIVE.** Vendor will assign an Account Representative to Sourcwell for this Contract and must provide prompt notice to Sourcwell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcwell and Participating Entity inquiries; and
- Business reviews to Sourcwell and Participating Entities, if applicable.

B. BUSINESS REVIEWS. Vendor must perform a minimum of one business review with Sourcewell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Vendor must provide a contract sales activity report (Report) to the Sourcewell Contract Administrator assigned to this Contract. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Vendor must submit a report indicating no sales were made).

The Report must contain the following fields:

- Customer Name (e.g., City of Staples Highway Department);
- Customer Physical Street Address;
- Customer City;
- Customer State/Province;
- Customer Zip Code;
- Customer Contact Name;
- Customer Contact Email Address;
- Customer Contact Telephone Number;
- Sourcewell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Vendor.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcewell, the Vendor will pay an administrative fee to Sourcewell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Vendor may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Vendor will submit a check payable to Sourcewell for the administrative fee amount of \$1,500 multiplied by the total number of trucks purchased by Participating Entities under this Contract during each calendar quarter. Payments should note the Sourcewell-assigned contract number in the memo and must be mailed to the address above "Attn: Accounts Receivable." Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Vendor agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Vendor is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Vendor in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Vendor's Authorized Representative is the person named in the Vendor's Proposal. If Vendor's Authorized Representative changes at any time during this Contract, Vendor must promptly notify Sourcewell in writing.

10. ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. **ASSIGNMENT.** Neither the Vendor nor Sourcewell may assign or transfer any rights or obligations under this Contract without the prior consent of the parties and a fully executed assignment agreement. Such consent will not be unreasonably withheld.

B. **AMENDMENTS.** Any amendment to this Contract must be in writing and will not be effective until it has been fully executed by the parties.

C. **WAIVER.** If either party fails to enforce any provision of this Contract, that failure does not waive the provision or the right to enforce it.

D. **CONTRACT COMPLETE.** This Contract contains all negotiations and agreements between Sourcewell and Vendor. No other understanding regarding this Contract, whether written or oral, may be used to bind either party.

E. **RELATIONSHIP OF THE PARTIES.** The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

11. LIABILITY

Vendor must indemnify, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees, arising out of the performance of this Contract by the Vendor or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused

by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications.

12. AUDITS

Sourcwell reserves the right to review the books, records, documents, and accounting procedures and practices of the Vendor relevant to this Contract for a minimum of 6 years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

13. GOVERNMENT DATA PRACTICES

Vendor and Sourcwell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcwell under this Contract and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Vendor under this Contract.

If the Vendor receives a request to release the data referred to in this article, the Vendor must immediately notify Sourcwell and Sourcwell will assist with how the Vendor should respond to the request.

14. INDEMNIFICATION

As applicable, Vendor agrees to indemnify and hold harmless Sourcwell and its Participating Entities against any and all suits, claims, judgments, and costs instituted or recovered against Sourcwell or Participating Entities by any person on account of the use of any Equipment or Products by Sourcwell or its Participating Entities supplied by Vendor in violation of applicable patent or copyright laws.

15. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:
 - a. Sourcwell grants to Vendor a royalty-free, worldwide, non-exclusive right and license to use the Trademark(s) provided to Vendor by Sourcwell in advertising and promotional materials for the purpose of marketing Sourcwell's relationship with Vendor.
 - b. Vendor grants to Sourcwell a royalty-free, worldwide, non-exclusive right and license to use Vendor's Trademarks in advertising and promotional materials for the purpose of marketing Vendor's relationship with Sourcwell.
2. *Limited Right of Sublicense.* The right and license granted herein includes a limited right of each party to grant sublicenses to its and their respective distributors, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and

promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.

3. Use; Quality Control.

- a. Sourcewell must not alter Vendor's Trademarks from the form provided by Vendor and must comply with Vendor's removal requests as to specific uses of its trademarks or logos.
- b. Vendor must not alter Sourcewell's Trademarks from the form provided by Sourcewell and must comply with Sourcewell's removal requests as to specific uses of its trademarks or logos.
- c. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's Trademarks only in good faith and in a dignified manner consistent with such party's use of the Trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

4. Termination. Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of vendors which may be used until the next printing). Vendor must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

B. **PUBLICITY.** Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Vendor individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. **MARKETING.** Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Materials should be sent to the Sourcewell Contract Administrator assigned to this Contract.

D. **ENDORSEMENT.** The Vendor must not claim that Sourcewell endorses its Equipment, Products, or Services.

16. GOVERNING LAW, JURISDICTION, AND VENUE

Minnesota law governs this Contract. Venue for all legal proceedings out of this Contract, or its breach, must be in the appropriate state court in Todd County or federal court in Fergus Falls, Minnesota.

17. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

18. SEVERABILITY

If any provision of this Contract is found to be illegal, unenforceable, or void then both Sourcewell and Vendor will be relieved of all obligations arising under such provisions. If the remainder of this Contract is capable of performance, it will not be affected by such declaration or finding and must be fully performed.

19. PERFORMANCE, DEFAULT, AND REMEDIES

A. **PERFORMANCE.** During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Vendor will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Vendor may escalate the resolution of the issue to a higher level of management. The Vendor will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending.* Notwithstanding the existence of a dispute, the Vendor must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Vendor fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed will be borne by the Vendor.

B. **DEFAULT AND REMEDIES.** Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

Written notice of default and a reasonable opportunity to cure must be issued by the party claiming default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

20. INSURANCE

A. REQUIREMENTS. At its own expense, Vendor must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*

Workers' Compensation: As required by any applicable law or regulation.

Employer's Liability Insurance: must be provided in amounts not less than listed below:

Minimum limits:

\$500,000 each accident for bodily injury by accident

\$500,000 policy limit for bodily injury by disease

\$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Vendor will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.

Minimum Limits:

\$1,000,000 each occurrence Bodily Injury and Property Damage

\$1,000,000 Personal and Advertising Injury

\$2,000,000 aggregate for Products-Completed operations

\$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Vendor will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:

\$1,000,000 each accident, combined single limit

4. *Umbrella Insurance.* During the term of this Contract, Vendor will maintain umbrella coverage over Workers' Compensation, Commercial General Liability, and Commercial Automobile.

Minimum Limits:

\$2,000,000

5. *Professional/Technical, Errors and Omissions, and/or Miscellaneous Professional Liability.* During the term of this Contract, Vendor will maintain coverage for all claims the Vendor may become legally obligated to pay resulting from any actual or alleged negligent act, error, or omission related to Vendor's professional services required under this Contract.

Minimum Limits:

\$2,000,000 per claim or event

\$2,000,000 – annual aggregate

6. *Network Security and Privacy Liability Insurance.* During the term of this Contract, Vendor will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Vendor's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:

\$2,000,000 per occurrence

\$2,000,000 annual aggregate

Failure of Vendor to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Vendor must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Contract Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf. All policies must include there will be no cancellation, suspension, non-renewal, or reduction of coverage without 30 days' prior written notice to the Vendor.

Upon request, Vendor must provide to Sourcewell copies of applicable policies and endorsements, within 10 days of a request. Failure to request certificates of insurance by Sourcewell, or failure of Vendor to provide certificates of insurance, in no way limits or relieves Vendor of its duties and responsibilities in this Contract.

C. **ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE.** Vendor agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Vendor's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Vendor, and products and completed operations of Vendor. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. **WAIVER OF SUBROGATION.** Vendor waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Vendor or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Vendor or its subcontractors. Where permitted by law, Vendor must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. **UMBRELLA/EXCESS LIABILITY.** The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies).

F. **SELF-INSURED RETENTIONS.** Any self-insured retention in excess of \$10,000 is subject to Sourcewell's approval.

21. COMPLIANCE

A. **LAWS AND REGULATIONS.** All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. **LICENSES.** Vendor must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Vendor conducts with Sourcewell and Participating Entities.

22. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Vendor certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Vendor declares bankruptcy, Vendor must immediately notify Sourcewell in writing.

Vendor certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs

operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Vendor further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

23. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may also require additional requirements based on specific funding specifications. Within this Article, all references to “federal” should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Vendor’s Equipment, Products, or Services with United States federal funds.

A. **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of “federally assisted construction contract” in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 C.F.R. § 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.” The equal opportunity clause is incorporated herein by reference.

B. **DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148).** When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, “Contractors and Subcontractors on Public Building or Public Work

Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Vendor must be in compliance with all applicable Davis-Bacon Act provisions.

C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of \$150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Vendor certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Vendor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Vendors must file any required certifications. Vendors must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Vendors must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Vendors must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Vendor must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Vendor further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Vendor must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Vendor must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Vendor agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Vendor that are directly pertinent to Vendor's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right

also includes timely and reasonable access to Vendor's personnel for the purpose of interview and discussion relating to such documents.

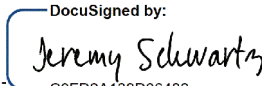
L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

24. CANCELLATION

Sourcwell or Vendor may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcwell may cancel this Contract immediately upon discovery of a material defect in any certification made in Vendor's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

Sourcewell

DocuSigned by:

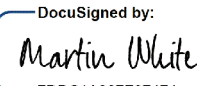
By: 
C0FD2A139D06489...
Jeremy Schwartz

Title: Director of Operations &
Procurement/CPO

Date: 7/30/2020 | 10:48 PM CDT

Navistar, Inc. dba International Truck

DocuSigned by:

By: 
7DDC1A007F87474...
Martin White

Title: Director Vocational Sales

Date: 8/5/2020 | 2:13 PM CDT

Approved:

DocuSigned by:

By: 
7E42B8F817A64CC...
Chad Coauette

Title: Executive Director/CEO

Date: 8/5/2020 | 2:18 PM CDT

RFP 060920 - Class 4-8 Chassis with Related Equipment, Accessories, and Services

Vendor Details

Company Name: Navistar, Inc
Address: 2701 Navistar Drive
Lisle, Illinois 60532
Contact: Martin White
Email: Martin.White@Navistar.com
Phone: 312-339-2249
Fax: 331-332-2370
HST#: 36-1264810

Submission Details

Created On: Tuesday April 21, 2020 10:24:33
Submitted On: Tuesday June 09, 2020 14:41:32
Submitted By: Martin White
Email: Martin.White@Navistar.com
Transaction #: 8493bc2e-ffb5-412b-bfdc-d088a8afc44d
Submitter's IP Address: 174.221.160.243

Specifications

Table 1: Proposer Identity & Authorized Representatives

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Please do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; mark "NA" if the question does not apply to you (preferably with an explanation).

Line Item	Question	Response *	
1	Proposer Legal Name (and applicable d/b/a, if any):	Navistar, Inc. d/b/a International Truck	*
2	Proposer Address:	2701 Navistar Drive Lisle, IL. 60532	*
3	Proposer website address:	https://www.internationaldelivers.com	*
4	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Martin White Director, Vocational Sales martin.white@navistar.com 331-332-2370 Office 312-339-2249 Cell	*
5	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Martin White Director, Vocational Sales 2701 Navistar Drive Lisle, IL. 60532 martin.white@navistar.com 331-332-2370 Office 312-339-2249 Cell	*
6	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Bob Mann Vice President & Assistant General Manager Vocational Business 2701 Navistar Drive Lisle, IL. 60532 bob.l.mann@navistar.com 331-332-2070 Office 815-631-3220 Cell	

Table 2: Company Information and Financial Strength

Line Item	Question	Response *
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7	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	Navistar traces its roots to Cyrus McCormick and his invention of the mechanical reaper in 1831. The company expanded with the growth of the farm equipment industry throughout the 19th century and relocated to Chicago. After the turn of the century after merging and purchasing other farm equipment manufacturers, the company renamed itself as the International Harvester Company. During the 20th century, International branded trucks hit the market and continued to grow into larger trucks and school buses. In 1985 the company sold the farm equipment business and chose Navistar as the new corporate name and continued to invest in the truck, bus and engine businesses. Today the company builds International trucks and IC Bus products that are sold around the globe and also owns MWM in Brazil and 35% of Navistar Defense. International has the largest dealer network in North America (714 locations across US/Canada) and has a leading position in the government sector. We recently expanded our service network by partnering with Love's Truck Stops (350 additional locations) to even further expand our service capabilities in pursuit of better supporting our customers. International has also opened a new parts distribution center in Memphis to provide even faster shipment of parts. In addition, International offers a proprietary wireless service called On Command Connection (OCC) that takes all the engine and chassis signals off of a truck and puts them into an easy to use app that allows customers to see their fleet health reports and any upcoming service issues. There are over 640,000 vehicles on OCC and they are made up of all makes of trucks, not just International. Looking to the future, International introduced fully electric school bus and medium duty trucks at trade shows last year. Navistar has a corporate relationship with TRATON, the truck and bus division of Volkswagen AG, which gives International access to EV technology that has global scale and will make us a very competitive player in the commercial EV market. The International dealer network has sold more than 1,350 trucks to 377 Sourcewell Members off of the contract we currently hold and we look forward to serving even more members in the future. Our Investor Relations has a more detailed History at this link https://www.navistar.com/whoweare/heritage Additional website links: e-Mobility Medium Truck Video: https://youtu.be/oa654aDi8eE e-Mobility School Bus Video: https://youtu.be/TkO8GPvGM2k On Command Connect Video: https://youtu.be/1bxxUsJw International 360 Video: https://youtu.be/NFfM6z33WqI	*
8	What are your company's expectations in the event of an award?	As a current Awarded Sourcewell Contract holder, Navistar will continue to grow Sourcewell business and serve more Sourcewell Members. Navistar has experienced year over growth year with our current award. We talk about Sourcewell at all dealer meetings and our leadership tracking our progress and asking what resources we need to be successful. Adding more Members to Sourcewell is another objective, along with doubling our sales. We have added a parts program to this RFP using the International "Fleet Charge" Program. Education, Communication, Promotion and Collaboration are our key ingredients in making this award successful.	*
9	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	Key points on our financial strength include the following: * \$1.5B of cash at the end of our 2nd quarter April 30. * 7 consecutive years of improvement to Adjusted EBITDA * Significant decrease in warranty expense / spend recognizing the best in class quality of our products * Decreases in our used truck inventory reflecting improvements in our products and increasing market share In the attachments there is a power point document that speaks to Navistar Financial Accomplishments. Also attached in this section is Navistar's FY19 10-K Annual Report as well as FY20's quarterly 10-Q reports for our 1st and 2nd quarters. Navistar Investor Relations Website: https://ir.navistar.com/financials/annual-reports/default.aspx	*
10	What is your US market share for the solutions that you are proposing?	International Market Share for class 6-8 trucks in Government Segment for the U.S. is 28% (Feb 2020 data)	*
11	What is your Canadian market share for the solutions that you are proposing?	International Market Share for class 6-8 trucks in Government Segment for Canada is 38% (Mar 2020 data)	*
12	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	Navistar has never filed or petitioned for bankruptcy protection in our 100+ year history.	*

13	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	Navistar is a Truck and Bus manufacture, that sells our products to Sourcewell Members through our Dealer Network in the U.S. and Canada. International dealers are independently owned, and their ability to serve as an International Dealer is tied to a Sales and Service Agreement we hold with them. That agreement requires the dealer to meet standards that we have set for them and that they have agreed to. The Sales Reps that are at the dealership are employees of that dealership and will have proper licenses (if required) to sell the vehicles to Sourcewell Members. International has Vocational Sales Managers assigned to the Government Customers that work with the dealers to grow our government business and serve the Sourcewell Membership. International has a Sourcewell Website that we use with our current Sourcewell Contract. It also has the dealer locator included with it.: https://internationaltrucks.com/sourcewell	*
14	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	States and Local Governments may require Sales Reps to have a License. Navistar requires the International Dealer to meet those requirements in order to sell trucks in their defined territory. International provides Government Training Annually in person at each region.	*
15	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	We have no knowledge of Navistar being subject to "Suspension and Debarment" in the past 10 years.	*

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *	
16	Describe any relevant industry awards or recognition that your company has received in the past five years	Navistar's Parts Distribution Centers Top the Industry's best 3 years running (Carlisle and Company Performing Warehouse Award) Oscar Horton, Dealer Principal at Sun State International Tampa, FL was named American Truck Dealer of the Year 2020 for all makes and brands of trucks sold in North America. ISO 14001 Escobedo, Nuevo Leon, Mexico truck assembly plant Huntsville, Ala. engine plant Jesús María, Cordoba, Argentina engine plant Melrose Park, Ill. engine plant and engineering center Santo Amaro, São Paulo, Brazil engine plant Springfield, Ohio truck assembly plant Tulsa, Okla. bus plant ISO 9001:2015 Certification Certified Sites: Multi-Site Certificate #FM72225 Lisle, IL – Navistar, Inc. World HQ including Corporate Support and Product Engineering Melrose Park, IL – Navistar, Inc. IPD/Engineering New Carlisle, IN – Navistar Proving Grounds Escobedo, Mexico – Navistar, Inc. Escobedo Assembly Plant Springfield, OH – Navistar, Inc. Springfield Assembly Plant Huntsville, AL – Navistar Big Bore Diesel Plant Lisle, IL - Navistar Defense, LLC (Headquarters) Madison Height, MI – Navistar Defense, LLC (Engineering and Technical Center) West Point, MS – Navistar Defense, LLC (West Point Assembly Plant) Navistar Achieved US Dept. of Energy Better Buildings Award in 2019 In 2019 for the ninth consecutive year Navistar Mexico being recognized as a Socially Responsible company for corporate ethics and community minded activities at the Escobedo assembly plant. Navistar Sustainability Report is in attachments.	*
17	What percentage of your sales are to the governmental sector in the past three years	The Government Sector makes up 50% of the International Branded Vocational Business and 7% of the total truck and bus business at Navistar annually, (2019)	*
18	What percentage of your sales are to the education sector in the past three years	The Education Sector is 98% of the IC Branded Bus Business and 15% of the total truck and bus business at Navistar annually. (2019)	*
19	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	Navistar holds contracts with the following Cooperative Agreements: Sourcewell Class 4-8 Trucks 540 Onondaga County (NY) 76 The International Dealers hold the following larger Contracts Greater Boston Police Council 29 Florida Sheriff's 93 NC Sheriff's 19 Buy Board 73 HGAG 19 Cooperative Education Services NM 55 Education Services Comm. of NJ 125	*
20	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	Navistar currently holds a GSA Contract for Trucks Class 6-8 trucks that averages 350-400 annually. The GSA Bus Contract is held by our dealer in the D.C. Metro Area (K. Neal) and it averages 60 units annually.	*

Table 4: References/Testimonials

Line Item 21. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *	
City of West Des Moines, Iowa	Rian Rasmussen	515-222-3480	*
State of Missouri	Jason Kolks	573-522-1620	*
City of Racine, Wisconsin	Nick Becker	252-620-5634	*
Dane County Wisconsin	Bert Schwab	608-576-2730	

Table 5: Top Five Government or Education Customers

Line Item 22. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *	
U.S. Government	Government	Virginia - VA	Vocational Tractors	1597	\$175,000,000	*
Sourcewell	Government	Minnesota - MN	All models of Trucks and Tractors	1350	\$136,700,000	*
GSA	Government	Virginia - VA	All models of Trucks and Tractors	1078	\$133,121,085	*
New York State Contracts	Government	New York - NY	Vocational Plow Trucks and Medium Duty Patrol Trucks	987	\$155,397,037	*
Illinois DOT	Government	Illinois - IL	Vocational Plow Trucks and Specialized Vehicles	738	\$80,152,793	*

Table 6: Ability to Sell and Deliver Service

Describe your company's capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *	
23	Sales force.	International Trucks are sold through the International Dealer Network. There are 714 dealer locations in the U.S and Canada (978 Service locations) and more than 1500 sales reps at those dealerships. Below is a link to find local International Dealership. https://www.internationaltrucks.com/dealer-locator	*
24	Dealer network or other distribution methods.	For the Sourcewell Contract, all units will be sold through the International Dealer Network. Every Sales Person at every dealership has the ability to sell and serve the Sourcewell Membership.	*
25	Service force.	Navistar can best serve the Sourcewell Members through the largest dealer network in North America (International Brand) with 714 stand alone locations of which 628 are Warranty locations. * 6,239 service bays * 6,069 technicians In addition to the International Dealer Network, Loves Travel Centers have 350 locations set up to do repairs and Warranty that takes less than 3 hours to complete. Love's has: * 875 service bays * 1,150 technicians. In attachments are a summary sheet also highlighting body shop capabilities.	*

26	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	1. Diamond Edge is a Performance Program for the International Dealer Service operations that impact a Dealerships overall OEM evaluation/performance score. a. In our ongoing effort to drive uptime and unmatched service to our customers, International Truck, IC Bus and our dealer network worked together to introduce Diamond Edge Certification. When servicing a vehicle at an International Truck or IC Bus Diamond Edge Certified Dealership, customers experience faster service, immediate parts availability and a higher level of servicing expertise. b. Technician Education and Certification. c. Vehicle Write up in 15 minutes. d. Vehicle diagnosed and communicated back to customer within 2 hours. e. Predictive parts stocking logic to ensure Parts are on the Shelf for unplanned service events. f. Velocity metrics to ensure repairs to be completed within 24-48 hours of arrival at the dealership. 2. Prestige Standards Dealership and network standards impact capabilities. These capabilities ensure the dealer network is up to a consistent standard and representations for: Facilities, Parts, Service, Marketing and Used Truck. These expectations are developed and monitored within our Dealer Operations, driving a grading that roles into the Dealer(s) overall OEM evaluations/performance score. Navistar can best serve the Sourcewell Members through the largest dealer network in North America. Navistar tracks the Repair Velocity at the International Dealerships. For all repairs 76.3% of the repairs are completed in 24 hours. A26 engine repairs, have an 83.2% completion rate within 24 hours. (from time unit arrives until it gets in a bay and worked on by a technician). Navistar is pleased to offer an Exclusive Incentive for Sourcewell Membership. Each International Truck Purchased off of this Sourcewell Contract will get: * \$200 per unit credited to the "Fleet Charge" Parts and Service Card. No Cap * Units sold with the A26 engine will get an additional \$200 credit for a total of \$400 per unit. No Cap * There is no limit of the dollars earned. * Members will need to be enrolled in the "Fleet Charge" Program to make sure all purchases are tracked and recorded as well as reciving the proper Fleet Pricing. * If a member already has Fleet Charge or qualifies for additional incentives, those will be added to Fleet Charge Card. Program in appendix describes the program and the discounts. Program is in attachments for this section.	*
27	Identify your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	International has the broadest Product offering and the largest dealer network to serve customers in the United States including Alaska, Puerto Rico and Hawaii.	*
28	Identify your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	International has the broadest Product offering and the largest dealer network to serve customers in the Canada.	*
29	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	U.S. Territories in the Pacific and U.S. Virgin Islands	*
30	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	We will serve all	*
31	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	We do not have any restrictions	*

Table 7: Marketing Plan

Line Item	Question	Response *
32	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	1. Press Splash when Contract is renewed with trip to Staples 2. Put Award information in Social Media, Dealer and Customer Communications plus messaging to TEM's that are in the Diamond Partner Program 3. Joint Marketing Effort with NCL Muni Finance that uses Linked in plus You Tube Videos. 4. Utilize Sourcewell Banners and Materials at Trade Shows and regional Events 5. Include Andy Campbell in meetings with dealers, sales teams and members 6. Utilize Sourcewell Materials, Contract Award Materials, and NCL Materials on the Sales and Marketing Resource Center with the Dealer Reps 7. Provide Dealers with updated Sourcewell Membership List 8. Use Parts Program as opportunity to sign up members to Sourcewell 9. Co-op funds for dealers to hold Sourcewell Events 10. Participation in local events set up by Sourcewell
33	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	International has a Sourcewell Website https://www.internationaltrucks.com/sourcewell that we use to support our social media efforts and paid search sitelinks. We have had several postings over the last 2 years targeting Government and non-profit agencies back to this page. We use blended customer database to identify and conduct outreach campaigns to Local/State/Government accounts through multi-channel campaigns that include eCRM/Email, Outbound Telemarketing, Direct Mail, etc... We adhere to CAN-SPAM regulations and related requirements for Outbound and Direct mail campaigns.
34	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	We rely on Karen Otremba at Sourcewell to keep us updated on new members. We also utilize and promote Sourcewell at events around the U.S. and Canada. We include Andy Campbell in planning, meetings and training events. With the addition of the parts program, we will be expanding our education as well as dealer communication. On our current contract we have always had quick responses and great interaction over questions between Sourcewell, the members and our dealers.
35	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	International offers parts through e-procurement, but does not currently offer a Truck e-Procurement System. Sourcewell Member should be able to work out with selling dealer as many vehicles sold are done using e-Procurement. International Dealer have been operating during current COVID-19 situation, much of it has been done electronically. Sourcewell Program has been a great help in this area.

Table 8: Value-Added Attributes

Line Item	Question	Response *
36	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	Every International Truck sold to Sourcewell Membership, comes with the International "Silver Package". The "Silver Package" provides member with 2 years of online parts and service information, including all service bulletins and iKnow technical help as well as health history information. This is a \$1500 value at no-charge. Service Training is not standard or included with the product. Training can be done on-line, some is fee based and some may be available through the local dealer's University Website Portal. Training done in person, or at a Navistar Training Center does have fees involved. These fees would be the same fees a dealer would pay. Between the selling dealer and equipment provider, product operation training should be done at time of delivery. All Parts bought through Navistar carry a 12 month warranty on the part. If that part is purchased and installed by an authorized Navistar Service Provider, the labor would also be included. International 360 was recently launched last fall, it provides revolutionary service communications and fleet tools that put all service information together in one site. Here is the link for International 360, https://www.internationaltrucks.com/360
37	Describe any technological advances that your proposed products or services offer.	Safety continues to be at the forefront of most spec discussions. International Trucks is the only OEM that currently meets the SAE J2422 Cab Crush Guidelines on Class 6-8 products. Driver Safety is that important to us at Navistar. Electronic Stability Control and Collision Mitigation continue to grow in our product offering. These features are not just for on highway trucks, they are becoming popular with vocational trucks as well. Roll-Tek Seats are available and have been selected been selling in Plow Application. Diamond Logic Electrical System was updated to 500K with new MV, HV, RH, LT (Electrical Safety Options). The Diamond Logic Electrical System provides many orderable safety features as well as providing the TEM's with easy electrical hook up that does not require taking apart the factory electrical system. Some of the most popular Diamond Logic Features are:

- * DOT lighting walk around
- * Auto Neutral
- * Park Brake Alarms
- * Seat Belt On
- * Work Light Off Controls
- * Headlights on with Wipers
- * Radio Off in Reverse
- * PTO Control that prevents the PTO from being re-engaged

Diamond Logic You Tube Video is; <https://www.youtube.be/7SQUnh2VIM>

The MV, HV, RH and LT Models got updated chassis configurations along with new Doors, Cab configuration, Driver Amenities and Mirrors to maximize driver comfort, visibility and productivity. Stalk Shifter and redesigned gauge cluster keeps drivers eyes on the road versus looking around the cabin. We are the only manufacture that offers set forward axle in all engine configurations with integral front frame extensions for optimal plow set up.

International offers the Cummins B-6.7 and L-9 with Front Engine PTO capability along with the X-15 for the most demanding Horsepower and Torque requirements. The Cummins single can aftertreatment system is used on the Cummins Product as well as the International A26.

Corrosion Features are very important to Sourcewell Members in U.S and Canada. Below is a partial list of the corrosion features available on the International HV series:

- * Stainless Oil Pans (B-6.7, L-9, A26)
- * Galvanized Frame Rail Option
- * Remote Power Modules in the cab
- * Allison Transmission Control Module in the Cab
- * Stainless Bolts for Allison Transmission Pan
- * Stainless Cooler Lines
- * Strongest 1/2" single Frame Rail in the industry 3.35 Million RBM of HV and 3.5 Million RBM on the HX
- * E-Coat Cab
- * Galvanneal Treated Cab on MV, HV, RH, LT and Lonestar.

Large 3 person cab with optional extended cabs as well as full crew cabs on MV and HV Products.

The International A26 is available in the HV, RH, LT and HX models up to 500hp, with both Front Engine PTO as well as Rear Engine PTO Capabilities.

The International HX goes up to 630hp with the X-15

The newest member of the International product line is the CV which has a traditional truck frame including optional integral front frame extensions, The CV has stretched the GVW boundaries of the class 4-5 market into class 6 with 22,500# gvw on 4x4's and 23,500# on the 4x2's and has a powerful 6.6L engine with multiple Allison Transmissions.

Below are the links to specific products that can be very helpful:

Engines that Power International Trucks:

<https://www.internationaltrucks.com/engines>

Model Specific Links:

<https://www.internationaltrucks.com/cv-series>

<https://www.internationaltrucks.com/mv-series>

<https://www.internationaltrucks.com/hv-series>

<https://www.internationaltrucks.com/hx-series>

<https://www.internationaltrucks.com/rh-series>

<https://www.internationaltrucks.com/lt-series>

<https://www.internationaltrucks.com/lonestar>

You Tube:

New International Line Up:

<https://youtu.be/1X-XZZRUv3M>

38	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	Included in the appendix is the 2018 Navistar Sustainability Report. https://www.navistar.com/StaticFiles/whoweare/Navistar_Sustainability_Report_2018.pdf. It touches on the following: Products Operations Communities Charts on Progress GRI Content Index Highlights would be: Fuel Efficiency Package with A26 Engine and LT Tractors Working with TRATON group to bring advanced powertrains to market including electric truck and electric school bus (press release also in appendix) Being awarded the Department of Energy "Better Plants Program" for reducing a 25% reduction in energy consumption since 2010. In addition, Navistar leadership challenges operations to reduce electric consumption by 4% annually at all facilities, which has required some large investments in both interior and exterior lighting at our facilities. Reducing both hazardous and non-hazardous waste is another key area for our manufacturing operations. today more than 56% of our waste is recyclable. Navistar is one of 4 teams leading the Department of Energy Super Truck initiative. 90% of our vehicles content is recyclable. In the Parts Distribution Centers have reduced packaging materials by using returnable containers to ship parts. A dedicated deliver system from The Parts Distribution Centers utilizes prescribed routes to reach multiple dealerships eliminating double handling of parts as well as achieving earlier deliveries. Energy Consumption, Green House Gas Emissions, Incident Frequency Rate, Water Withdrawal, Hazardous Waste generation and Non Hazardous Waste Generation are tracked and charted in this document.
39	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	Navistar does not have any third part eco-labels
40	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	Navistar is a publicly Traded Company. We are committed to diversity, both internally within our workforce and externally within our supply base. We instituted our Supplier Diversity Program to bring awareness and emphasis to our practices, and to provide a competitive edge with our customers. Thirty years later, we continue to grow our commitment and purchases from our diversity business partners. We embrace diversity as a way of business. In this spirit, our Supplier Diversity Program is designed to develop and foster strategic supplier relationships with companies owned by minorities, women and veterans, as well as small business enterprises. Our vision is to develop a strong foundation of highly qualified suppliers that can provide us with exceptional products and services. At Navistar, diversity is not only the right thing to do, it is the prudent thing to do. Our focus on diversity will continue to be an integral component of our business strategy. Navistar's Diversity Spend: * \$927,000,000 for 2019 * \$277,000,000 through 3/31/20 WHO QUALIFIES FOR NAVISTAR'S SUPPLIER DIVERSITY PROGRAM Small Business A small business refers to a U.S. for-profit business that meets the U.S. Small Business Administration's established numerical definitions of small business or size standards. For more information visit: http://www.sba.gov/content/am-i-small-business-concern. Minority-Owned Business A minority-owned business refers to a business that is at least 51 percent owned, controlled, and operated on a daily basis by a minority group. Minority group members are United States citizens who are Asian, Black, Hispanic, or Native American. Woman-Owned Business A woman-owned business refers to a business that is at least 51 percent owned, controlled, and operated on a daily basis by a woman. Veteran-Owned Business A veteran-owned business refers to a business that is at least 51 percent owned, controlled, and operated on a daily basis by veterans. A veteran is a person who served on active duty with the U.S. Army, Air Force, Navy, Marine Corps or Coast Guard, who was discharged or released under conditions other than dishonorable. Reservists or members of the National Guard called to federal active duty or disabled from a disease or injury incurred

or aggravated in the line of duty or while in training status also qualify as a veteran. Service-Disabled Veteran Owned Business

A service-disabled veteran-owned business refers to a business that is at least 51 percent owned, controlled, and operated on a daily basis by service-disabled veterans; or in the case of a veteran with a permanent and severe disability, a spouse or permanent caregiver of such veteran; and some businesses may be owned and operated by an eligible surviving spouse. A service-disabled veteran is a veteran who possesses either a disability rating letter issued by the Department of Veterans Affairs, establishing a service-connected rating between 0 and 100 percent, or a disability determination from the Department of Defense. Reservists or members of the National Guard disabled from a disease or injury incurred or aggravated in the line of duty or while in training status also qualify. 8(a) Certified Business An 8(a) certified business refers to a business that participates in the 8(a) business development program, which is a program that offers a broad scope of assistance to socially and economically disadvantaged firms. For more information

visit: <http://www.sba.gov/content/8a-business-development-0>. Small Disadvantaged Business

A small disadvantaged business refers to a small business that is at least 51 percent owned, controlled, and operated on a daily basis by one or more disadvantaged persons. A disadvantaged person includes Black, Hispanic, Native, Asian Pacific, and Subcontinent Asian Americans. For more information visit: <http://www.sba.gov/content/disadvantaged-businesses>. HUBZone Certified Business

A HUBZone certified business refers to a small business that is located in HUBZone (Historically Underutilized Business Zone), is owned and controlled by one or more United States Citizens, and at least 35% of its employees reside in a HUBZone. For more information visit: <http://www.sba.gov/content/understanding-hubzone-program>. AbilityOne Qualified Nonprofit Agency

An AbilityOne qualified nonprofit agency refers to a nonprofit agency that participates in the AbilityOne Program. To participate in the AbilityOne Program, nonprofit agencies must associate with either NIB (National Industries for the Blind) or NISH. The AbilityOne Program is a federal initiative to help people who are blind or have other significant disabilities find employment. For more information visit: <http://www.abilityone.gov>.

CERTIFYING ORGANIZATIONS

National Minority Supplier Development Council (NMSDC) Regional Affiliates
1359 Broadway Suite 1000
New York, NY 10018

Tel: 212-944-2430

Small Business Administration's 8(a) and Small Disadvantaged Business Programs
409 3rd St., SW

Washington, D.C. 20416

Tel: 800-827-5722

Women's Business Enterprises National Council (WBENC)

1120 Connecticut Ave., NW, Suite 950

Washington, D.C. 20036

Tel: 202-872-5515

Fax: 202-872-5505

Chicago Minority Supplier Development Council (CMSDC)

216 W. Jackson Blvd., Suite 600

Chicago, IL 60606

Tel: 312-755-8880

Fax: 312-755-8890

Canadian Aboriginal and Minority Supplier Council

282 Richmond St. East, #101

Toronto, Ontario M5A 1P4

Tel: 905-479-1114

Women's Business Business Development Council (WBDC)

8 South Michigan Ave., 4th Floor

Chicago, IL 60603

Tel: 312-853-3477

Fax: 312-853-0145

SECOND-TIER PROGRAM

At Navistar, we believe that in order to remain competitive and profitable in the 21st century, we must engage in business activities with diverse suppliers, and that is imperative for both us and our suppliers to support diverse business development. Navistar's prime suppliers are expected to support us by making every effort to provide contract opportunities to diverse suppliers. As a result of our strong support of diverse and small business development, we have implemented a Second Tier Reporting System, which requires all prime suppliers with the contracts of \$650,000 or more to report their diversity spend quarterly directly into our database. This is considered our Second Tier Spend. To begin reporting Second-Tier Spend, please complete Navistar's Supplier Diversity Registration.

41	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	The Largest Dealer Network in North America to sell and service the products used in the communities they serve. Strong Market share in Government Sector Sourcewell Knowledgeable Sales Professionals at the dealerships to serve the members Ability to provide Turn-Key Solutions A proven track record of growth with Sourcewell An award Winning Parts Distribution System as Members keep units in service far longer than commercial applications do. A completely Updated Product Offering with Specific Vocationally Focused Products to serve the Government Sector. Free On-Line Parts and Service Program Both Cummins and International Engines Joint Marketing and Sourcewell Promotion through NCL Muni Financing Parts Program Tailored to Sourcewell	*
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Table 9: Warranty

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *	
42	Do your warranties cover all products, parts, and labor?	International provides the following (Base Warranties will be included in supporting materials as they vary by model and powertrain) 1. Warranty coverage is determined by a time and mileage limitation based on the sale date. 2. Coverage may vary between Base Vehicle and Base Engine Warranty Coverage and documented in the vehicle warranty coverage document. 3. Base warranty coverages have some components and/or defect modes which hold different coverage terms but are called out on warranty coverage document. 4. Any International Truck Dealership can perform warranty coverage repairs and file directly with Navistar. 5. If a customer qualifies and is approved to be a fleet level customer, they are allowed to file their own warranty claims. This can be done via Navistar Warranty Submission System. 6. Some suppliers such as: Cummins Engine, Allison Transmission, and other large Component Suppliers are required to return to their local distributors for warranty repairs. 7. Some suppliers require prior approvals to perform repairs even when performed by a Navistar Dealer. 8. If the repair is covered under warranty, the parts and labor are covered. 9. Over the Counter purchase of a part that is not installed by a Navistar Approved repair facility only receives the part expense of the warranty. If labor is also purchased with the part at a Navistar Approved service facility, then the Labor would also be included. 10. Parts returns are determined by Supplier agreements and needs, these parts are required to be returned under warranty. Requested parts back which are not returned are subject to a claim chargeback. Always hold on to the failed part until notified otherwise.	*
43	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	1. The warranty coverage document also covers restrictions of coverage, competitive with the rest of the industry restrictions/limitations. 2. External influence, damage, modifications, etc... 3. Failure due to improper use, misapplication or abuse, could be denied 4. Failure due to improper maintenance, storage, deterioration, etc... 5. Supplier Direct warranty requirements i.e. Cummins/Allison, etc...	*
44	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	1. On Road vehicles that are still under towing coverage, have a unit disabling failure, and covered by towing coverage can be repaired at failure site. When this is more cost effective and can be properly repaired without towing the unit back to the dealer, we will reimburse for the road call in lieu of the tow expense. 2. This is not covered under the standard warranty period.	*
45	Are there any geographic regions of the United States (and Canada, if applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	Since our products are on highway vehicles, our warranty repairs are done at the dealership or a service provider authorized by Navistar. Navistar prefers that Sourcewell Members use International Dealers for non-warranty repairs as well. Dealers that serve remote areas have the ability to get techs out to service those products, however the travel and labor expenses getting to and from those products is not covered under warranty.	*

46	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	Navistar base warranty on International Trucks covers all vendors through the standard warranty offering. However, as indicated in previous response there are a few suppliers such as Cummins and Allison that require their concerns to return to their distributors for repair and warranty. Most International Dealers are certified to perform warranty work on Cummins product. Equipment installed at Navistar TSC Mod Centers will carry a 12 month warranty. For Turn Key Units, Equipment installed at the dealer, an outside mod center or a TEM/Up-fitter are not part of the Navistar Warranty, they would be covered by the party that manufactured the components/equipment and the party that installed it. The International Dealer will go through the warranty coverage in the proposal process including the installed equipment. We have included in the attachments the Navistar Base Warranty for vehicles offered in this proposal.	*
47	What are your proposed exchange and return programs and policies?	Our vehicles will be delivered as ordered and warranted free of defects and workmanship. If a vehicle is not performing to the level expected, we will engage the appropriate Field Service Personnel including our Technical Field Service Manager to expedite a repair plan. Our expectation is not only to resolve the Sourcewell Member's concern fully, but in a timely manor.	*
48	Describe any service contract options for the items included in your proposal.	International provides a wide variety of service contracts that are published as well as custom contracts to cover s a specific component or system to the Sourcewell Member. These Service Contracts/Warranties can be added to the spec of the truck when purchased or after the unit is built, but not delivered. Units that are in service may be eligible for extended warranty, but there are time limitations. On the A26 Engine, Navistar offers an optional 4 year / 100,000 mile / unlimited hour warranty for HV and HX models for \$999.	*

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *	
49	What are your payment terms (e.g., net 10, net 30)?	For the Sourcewell Members, the International Dealer will carry the unit on their books for 30 days. Payment will take place prior to possession or upon arrival at the body company, unless Sourcewell Member makes other arrangements. If units are funded by NCL they can fund the vehicle when it arrives at the body company. For units going to a body company for that will not be funded by NCL or completed in 30 days, the selling dealer can add expense of those terms into the sale agreement.	*
50	Do you provide leasing or financing options, especially those options that schools and governmental entities may need to use in order to make certain acquisitions?	International dealers work with NCL muni financing for Sourcewell Members. NCL is a Sourcewell Contract holder with 20 years or Sourcewell experience and the flexibility to accommodate member needs.	*
51	Briefly describe your proposed order process. Include enough detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the Sourcewell participating entities' purchase orders.	The International Dealer will make sure the entity is a Sourcewell Member. If they aren't the Dealer will help the entity get signed up for Sourcewell. Once the Sourcewell Member has worked out the specs and equipment they need on the unit, the International Dealer will price the chassis and equipment using the Sourcewell Workbook Navistar Financial Team developed for the current contract. It makes sure the member gets the chassis and additional equipment priced properly as we laid out in the contract and provides an easy to read template that lays out the cost and demonstrates the discounts. Once that is completed the dealer submits the information to the Finance Team (CSA) who provides them an authorization number. When the purchase order arrives, the selling dealer send the workbook and the purchase order so the unit can be ordered. Shortly after the order is placed, the dealer will get an order/job number and a serial number for the vehicle. (A special feature code goes on all Sourcewell orders so they can easily be tracked in the system.) within 30 days of the order going into the system, the order will get fully coded and all the major components and any engineering will get scheduled prior to build. During this process the dealer will be communicating with the member and the TEM/Up-fitter to coordinate a timely installation and delivery. Order to build on the chassis is 120-150 days, with 15-20 days for shipment. Units with bodies installed can add additional 15-120 days depending on the equipment being installed and the lead times at the body installer.	*
52	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	Since the products sold will go through the International dealer channel, the ability to utilize a P-Card would need to be established between the Selling dealer and the Sourcewell Member. If the dealer can accommodate, they would need to add the cost of the fees incurred to the transaction. Those fees would be spelled out by the selling dealer in the proposal documentation.	*

Table 11: Pricing and Delivery

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcewell Price and Product Change Request Form.

Line Item	Question	Response *	
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53	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	For all models except the CV Model - International will utilize a pricing program for the International Dealers that defines a percentage of discount, off the list price of all vehicles. Total Chassis list and Options List, less percentage discount equals the selling price of the chassis. For the CV models they will get stated dollar discounts that are subtracted from the list price of the vehicle to establish the sale price. Spreadsheet in appendix along with a sample proposal for each model. Sourcewell Members can modify the specs to their needs and are not limited to the specs submitted. Navistar's Pricing for the 2020 Sourcewell RFP for Class 4-8 Trucks is based on the U.S. Dollar. For units purchased by Sourcewell Members in Canada, an exchange rate will be added to the pricing on the Sourcewell Member's proposal. Navistar uses this same process for pricing with Government Business in Canada. When the dealer submits the Sourcewell Member Information for pricing, Navistar will provide the selling dealer with the appropriate exchange rate and will lock the exchange rate in effect the day it is quoted and that exchange rate will be honored for 60 days. If the unit(s) are turnkey with bodies and equipment on them, the selling dealer will confirm and communicate any exchange related items associated with the bodies and any installed equipment on the vehicle(s) as well as the chassis. The exchange rate and order by date will be noted in the pricing summary the selling dealer provides the Sourcewell Member. In addition, Sourcewell is very important to the government sector we serve in Canada and Navistar has 2 dedicated Representatives based in Canada to serve the Canadian Sourcewell Members and International Dealer Network in Canada
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54	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	On MV, HV, HX, RH, LT and Lonestar Models the List discounts are attached and are between 34.5% and 54%. Pricing will be locked into Summer Price Pages for a year at a time. Federally Mandated Surcharges and Emissions will be added as required. Sample Pricing below and in attachment <table><tr><td>MV 607 4x2</td><td></td><td></td><td>34.5% off list</td></tr><tr><td>HV 507/607 4x2/4x4</td><td></td><td></td><td>34.5% off list</td></tr><tr><td>MV 607 6x4</td><td></td><td></td><td>35% off list</td></tr><tr><td>HV 507/607 6x4/6x6</td><td></td><td></td><td>35% off list</td></tr><tr><td>HV 513/613 4x2/6x4/8x6/6x6</td><td></td><td>49.3%</td><td>off list</td></tr><tr><td>HX Models (all)</td><td></td><td></td><td>51% off list</td></tr><tr><td>RH 4x2/6x4</td><td></td><td></td><td>54% off list</td></tr><tr><td>LT 4x2/6x4</td><td></td><td></td><td>54% off list</td></tr><tr><td>LoneStar</td><td></td><td></td><td>51% off list</td></tr></table> <table><tr><td>Model</td><td>MSRP</td><td>Discount</td><td>Transaction</td></tr><tr><td>MV</td><td>\$115,520</td><td>34.5%</td><td></td></tr><tr><td>\$75,665.60</td><td></td><td></td><td></td></tr><tr><td>HV507 4x2</td><td>\$115,183</td><td>34.5%</td><td>\$75,444.87</td></tr><tr><td>HV507 6x4</td><td>\$131,405</td><td>35%</td><td>\$85,413.25</td></tr><tr><td>HV607 4x2</td><td>\$115,183</td><td>34.5%</td><td>\$75,444.87</td></tr><tr><td>HV607 6x4</td><td>\$131,405</td><td>35%</td><td>\$85,413.25</td></tr><tr><td>HV513 4x2</td><td>\$185,289</td><td>49.3%</td><td>\$93,941.52</td></tr><tr><td>HV513 6x4</td><td>\$203,705</td><td>49.3%</td><td>\$103,278.44</td></tr><tr><td>HV613 4x2</td><td>\$185,289</td><td>49.3%</td><td>\$93,941.52</td></tr><tr><td>HV613 6x4</td><td>\$203,705</td><td>49.3%</td><td>\$103,278.44</td></tr><tr><td>HX all</td><td>\$240,271</td><td>51%</td><td></td></tr><tr><td>\$117,732.79</td><td></td><td></td><td></td></tr><tr><td>RH all</td><td>\$212,076</td><td>54%</td><td>\$97,554.96</td></tr><tr><td>LT all</td><td>\$247,203</td><td>54%</td><td></td></tr><tr><td>\$115,713.38</td><td></td><td></td><td></td></tr></table> The CV Model, does not use the same type of pricing model and utilizes Dollar Discounts versus Percentage. The discounts on the CV are also spelled out in the attached and range from \$6000 discount up to \$9000 depending on the GVW of the unit, the cab configuration and drive type. Examples are in the summary sheet and proposal's attached document file. <table><tr><td>Class 4</td><td>\$6000 discount</td></tr><tr><td>Class 5</td><td>\$7500 discount</td></tr><tr><td>Class 6</td><td>\$8000 discount</td></tr><tr><td>Crew Cab Incentive</td><td>\$500 additional discount</td></tr><tr><td>4x4 Incentive</td><td>\$500 additional discount</td></tr></table> A CV Class 6 with a Crew Cab and 4x4 would get a \$9000 discount off the MSRP. <table><tr><td>Model</td><td></td><td>MSRP</td><td>Discount</td><td>Transaction</td></tr><tr><td>CV class 4</td><td>4x2</td><td>\$49,368</td><td>\$6000</td><td>\$43,386</td></tr><tr><td>CV class 5</td><td>4x2</td><td>\$52,002</td><td>\$7500</td><td>\$44,512</td></tr><tr><td>CV class 6</td><td>4x2</td><td>\$55,200</td><td>\$8000</td><td>\$47,200</td></tr></table>	MV 607 4x2			34.5% off list	HV 507/607 4x2/4x4			34.5% off list	MV 607 6x4			35% off list	HV 507/607 6x4/6x6			35% off list	HV 513/613 4x2/6x4/8x6/6x6		49.3%	off list	HX Models (all)			51% off list	RH 4x2/6x4			54% off list	LT 4x2/6x4			54% off list	LoneStar			51% off list	Model	MSRP	Discount	Transaction	MV	\$115,520	34.5%		\$75,665.60				HV507 4x2	\$115,183	34.5%	\$75,444.87	HV507 6x4	\$131,405	35%	\$85,413.25	HV607 4x2	\$115,183	34.5%	\$75,444.87	HV607 6x4	\$131,405	35%	\$85,413.25	HV513 4x2	\$185,289	49.3%	\$93,941.52	HV513 6x4	\$203,705	49.3%	\$103,278.44	HV613 4x2	\$185,289	49.3%	\$93,941.52	HV613 6x4	\$203,705	49.3%	\$103,278.44	HX all	\$240,271	51%		\$117,732.79				RH all	\$212,076	54%	\$97,554.96	LT all	\$247,203	54%		\$115,713.38				Class 4	\$6000 discount	Class 5	\$7500 discount	Class 6	\$8000 discount	Crew Cab Incentive	\$500 additional discount	4x4 Incentive	\$500 additional discount	Model		MSRP	Discount	Transaction	CV class 4	4x2	\$49,368	\$6000	\$43,386	CV class 5	4x2	\$52,002	\$7500	\$44,512	CV class 6	4x2	\$55,200	\$8000	\$47,200
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55	Describe any quantity or volume discounts or rebate programs that you offer.	We are pleased to provide the Sourcewell Members with the following Volume incentives (units purchased and delivered in 12 month period) 5+ units provides a \$1500 a unit discount, 20+ provides additional \$1500 discount or \$3000 total. (Does not have to be identical or even the same model to qualify)																																																																																																																																		
56	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	International Dealers welcome "Sourced" products as a truck isn't complete without the body and equipment to do the job. The majority of our government sales are turn key and we have great relationships with the TEM's/Up-fitter. Goods Purchased outside of the chassis assembly process (including Mod Centers) can be added to the members proposal with a handling fee not to exceed 5% of the cost of those Goods and Modifications. These items and the markup is disclosed on summary sheet provided to the member with the proposal. In order to facilitate greater Sourcewell synergy, when International Dealer Sources Body and Equipment from a Sourcewell contact holding TEM equipment will be limited to a 4% Markup.																																																																																																																																		

57	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	This is not common. If there are additional cost, they would be disclosed in the pricing summary and agreed to by the Member. Some states require a state vehicle inspection, or a Federal DOT inspection. If State, or Provincial Law requires collecting license fees and/or taxes, that would not have been part of the Sourcwell Pricing Program. The Sourcwell member may decide the unit has to be delivered full of fuel or ask for expedited shipping	*
58	If freight, delivery, or shipping is an additional cost to the Sourcwell participating entity, describe in detail the complete freight, shipping, and delivery program.	Within the lower 48 and Canada, there is a flat fee for freight. A freight fee is included in every vehicle and covers freight to a mod center (outside International), TEM/Up-fitter, or Dealership. When the unit is ordered, the selling dealer puts in the shipping instructions. Once units are built, they are decked and shipped with carriers contracted to Navistar. When the unit arrives at the destination, they are to be inspected and any issues are identified before the drive away driver departs.	*
59	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Freight to Port Alaska is the same as Freight as the lower 48 states and Canada. (Shipped as Tractor or a cab and chassis) first movement. If Port Alaska is not the final destination in Alaska, the additional expense would be worked out with the selling International Dealer. Our dealer in Hawaii and the dealer in Puerto Rico handle shipping of products to their locations from either the body company or a port in the U.S.	*
60	Describe any unique distribution and/or delivery methods or options offered in your proposal.	Delivery is traditionally done at the Dealership for Tractors, or the TEM/Up-fitter for units with a body installed. If the Member is requesting a unique delivery requirements, that would need to be discussed and properly described and included in the pricing proposal.	*

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
61	b. the same as the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	Navistar has offered additional incentives to Sourcwell Members for larger contracts or where there was an opportunity to take advantage of the Sourcwell offering and will continue to use as needed in future contracts.

Table 13: Audit and Administrative Fee

Line Item	Question	Response *
62	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell.	Using Best Practices from our current contract, we require the dealer to put feature code 10JPA on Sourcewell Orders to make sure we track them and that they get "Silver Package" and any other Credits and Incentives they are due. To facilitate proper pricing for the Sourcewell Member, we have developed a "Sourcewell Pricing Workbook" that the dealer uses to price out the chassis and any additional equipment or warranties the member may require. It transfer's all the information to the members pricing sheet summary. The selling Dealer has to provide financial summary and purchase order so Navistar can ensure that the member has received the proper pricing. Dealers are aware that we will correct mistakes and they can get charged for items they did not do correctly.
63	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	Navistar is pleased to provide Sourcewell with the following rebates by model family: CV = \$1000 MV 607 = \$1500 HV 507/607 = \$1500 HV 513/613 = \$2000 HX 515/520/615/620 = \$2000 RH/LT/Lonestar = \$2000 These rebates are NOT in the dealers proposal's and will be paid to Sourcewell Quarterly along with detailed summary sheet. For Parts purchased using Sourcewell Fleet Charge Program, Sourcewell will receive .5% (.005) of the total sales to Sourcewell Members using Fleet Charge. Navistar will pay this parts rebate quarterly.

Table 14A: Depth and Breadth of Offered Equipment Products and Services

Line Item	Question	Response *
64	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	International is offering our complete truck and tractor product line from class 4 vehicles through class 8 vehicles and will add e-Mobility products when they become available. These vehicles are set up to be used in the following applications (120+ applications, most popular are listed below) * Dry and Refrigerated Vans * Stake and Flat Bed * Emergency Fire Pumper * Emergency Fire Tanker * Emergency Wild Fire Truck * Emergency Ambulance * Emergency Command Center * Emergency Police Prison Transport * Dump, Side Dump, End Dump * Snow Plow, Wing Plow, Belly Plow * Concrete Mixer * Volumetric Mixer * Fuel Delivery * Waste Tank * Tar Spreader * Water Tank * Food Grade Tank * Sewer Vac, Hydro-Excavator * Wrecker, Fixed or Rotator * Roll-Back (Recovery) fromm Cars to Heavy Equipment * Utility Service Body * Utility Bucket Truck * Utility Digger-Derrick * Utility Tree Care Body * Utility Line-Washer * Utility Sign Truck * Material Handling plus Moffit options * Crane * Street Sweeper * Garbage Packer * Garbage Roll-Off * Garbage Automated Side Loader * Feed Truck * Armored Truck * Tractor, Sleeper or Day Cab * Vocational Tractor * Heavy Haul Tractor * Hauler Style Truck for 5th wheel trainers * Atenuater Trucks The International Dealer Network has Sourcewell experience and is fully capable of meeting the member needs with turn-key offering as well as financing with NCL (another Sourcewell Contract holder). These products would be sold through the International Dealer Network, which is the largest in North America. International has been serving Sourcewell Members the last 4 years and is adding a parts program to provide even more opportunities to serve the Sourcewell Membership. These are all Diesel Powered Products offering both Cummins (B-6.7, L-9 and X-15) and International 6.6L is the exclusive engine in the CV and A26 (12.4L) is available in higher GVW trucks and Tractors. The Truck Models offered include the following: * CV 4x2, 4x4 up to 23,500 GVW * MV 607 4x2, 6x4 up to 54,000 GVW * HV 507, 607, 513, 613 in 4x2, 4x4, 6x4, 6x6, 8x6 up to 80,000 GVW * HX 515, 520, 615, 620 in 6x4 and 8x6 up to 150,000 GVW International offers a Set Forward Axle in the HV and HX which are optimal for Snow Plow Applications, providing better maneuverability as well as Weight Capacity in regions that enforce Federal Bridge Requirements.
65	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	International Trucks offer a very complete and comprehensive product offering. Commercial Truck Offerings can be very complicated, and new configurations enter the market every day. We are here to serve the Sourcewell Membership, In the event a member needs a special feature or chassis configuration and you can't confirm availability please don't hesitate to ask, either the local dealer you are working with You can reach out to the local dealer or Martin White and Bob Mann, who are listed as contacts in this submission.

Table 14B: Depth and Breadth of Offered Equipment Products and Services

Indicate below what Classes of equipment are offered in this proposal.

Line Item	Category or Type	Offered *	Comments	
66	Class 8 chassis	☒ Yes ☐ No	Our Tractor Offering: * RH Tractor (Regional Haul A26 Power) in 4x2 and 6x4. * LT Series (Long Haul) in 4x2 and 6x4 with A26 and Cummins X-15 power * Lonestar Series Premium Tractor in 6x4 with Cummins X-15 Power In Vocational Trucks and Tractors we offer the Following: HV 507/607 as 4x2, 4x4, 6x4 with Cummins B-6.7 and L-9. Day Cab/Extended Cab and Crew Cab * HV 513/613 as a 4x2, 6x4, 6x6, 8x6 with A26 Engine and Day Cab, Extended Cab and Crew Cab. HX Series Premium Vocational Product in 6x4 and 8x6 with A26 and Cummins X-15 Power	*
67	Class 7 chassis	☒ Yes ☐ No	MV Series in 4x2 and 6x4 Configurations with Cummins B-6.7 or L-9 in Standard Cab, extended cab and Crew Cab configurations. This product is also available for Class 8 configurations	*
68	Class 6 chassis	☒ Yes ☐ No	The CV Series goes up to 23,500# gvw in 4x2 and 22,500# in a 4x4. It has 6.6L Diesel Engine and is available as a day cab or a crew cab.	*
69	Class 5 chassis	☒ Yes ☐ No	The CV Series It has 6.6L Diesel Engine and is available as a day cab or a crew cab.	*
70	Class 4 chassis	☒ Yes ☐ No	The CV Series It has 6.6L Diesel Engine and is available as a day cab or a crew cab.	*

Table 15: Industry Specific Questions

Line Item	Question	Response *	
71	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	Member Satisfaction Survey Number of new proposals created every week. Number of units ordered every month. Communicate goals and results through Regions as well as Vocational Team and key Dealer Meetings and calls. Campaigns to reach members within the dealerships Follow Up on leads generated on the International Sourcewell Website Training and Presentations Completed on Sourcewell Every Month	*
72	Describe your company's offering in relation to alternative fuel sources, including electric or others.	Looking to the future, International introduced fully electric school bus and medium duty trucks at trade shows last year. Navistar has a corporate relationship with TRATON, the truck and bus division of Volkswagen AG, which gives International access to EV technology that has global scale and will make us a very competitive player in the commercial EV market.	*

73	Describe any manufacturing processes or materials utilized that contribute to chassis strength, cab strength, overall durability, driver safety that differentiate your offerings.	International is building the best quality products that we have seen in many years. Our investment in plant updates, lean practices and a relentless quality organization focused on Uptime, has got us to this point. Our 1/2" single Frame rails are the strongest in the Industry. We also have integral front frame extensions on many models and FEPTO Access which is very popular on plow trucks. Our Frames are e-coated as well as painted (optional galvanized rails). They are squared and laser lined and have huck bolt system to attach the cross members to assure they do not come loose or move. Our cabs meet SAE Guidelines for Cab Roof Crush. Our cab stamping and assembly is fully automated, cabs are sealed and then dipped for corrosion protection along with receiving 2 base coats of paint and a thick clear coat to make product look nice for tears to come. Our hood systems are predominantly SMC style, which is half the thickness of fiberglass and twice as strong. In addition these hoods are 3 piece, so in the event of an accident the entire hood does not have to be replaced, just the damaged section. We also offer visibility hoods for the HV offering. Our cabs and driver environment have also been updated to provide our quietest cab ever, with better visibility out the doors, down the hood line and through the mirrors. We have true 3 person cabs that can accommodate the gear that drivers can bring with them to do their jobs. All ergonomics have been redone to keep important gauges and controls higher on the dash so the driver doesn't have to look away from the road to see what is going on with the truck.. The HVAC system has also been updated for both driver comfort and quicker defrost on the windshield. The stalk shifter has been very well accepted. It is very durable, has very long life and has safety features a mechanical level cant offer.	*
74	Describe any differentiating serviceability attributes (remote diagnostics, etc.) your proposal offers.	North America's Largest Dealer and Service Network. Dealers that have strong presence in the government sector. Dealers that have successfully grown with Sourcewell on current contract. 1350+ units. Great Products, with highest quality we have had in many years. We have achieved Best in Class Quality with key customer scorecards. A manufacturing growth plan that included a new assembly plant being built in San Antonio, TX that will open in 2022. Focus on Electric Trucks and Buses with partner TRATON. The Silver Package with on-line parts and service for 2 years after purchase of new truck at no charge. \$200-\$400 Fleet Charge Credit for every truck bought off this contract. A Sourcewell Exclusive Our Parts Distribution System is Award Winning and with new Memphis Locations, we offer even faster delivery. Working with Diamond Edge Program, our Parts System works with dealers to make sure they have the parts you will need to repair the vehicle. Diamond Edge Service Program is all about getting units in, diagnosed and back in the customers hands. Our Service Velocity at the dealerships to get units out in 24 to 48 hours. Additional Customer Tools: * On Command Connection * International 360 Turn-Key Offering to the Sourcewell Members as a truck isn't ready to work without the proper body and equipment on it. Partnering with NCL to go after even more Sourcewell Members with financing tools that can put equipment to work and meet the financial constraints of todays budget realities. Navistar and the International Dealers want to win with Sourcewell!	*

Table 16: Exceptions to Terms, Conditions, or Specifications Form

Line Item 75. NOTICE: To identify any exception, or to request any modification, to the Sourcewell template Contract terms, conditions, or specifications, a Proposer must submit the exception or requested modification on the **Exceptions to Terms, Conditions, or Specifications Form** immediately below. The contract section, the specific text addressed by the exception or requested modification, and the proposed modification must be identified in detail. Proposer's exceptions and proposed modifications are subject to review and approval of Sourcewell and will not automatically be included in the contract.

Contract Section	Term, Condition, or Specification	Exception or Proposed Modification

Documents

Ensure your submission document(s) conforms to the following:

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
 2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.
 3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.
 4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."
- [Financial Strength and Stability](#) - Financial Strength.zip - Tuesday June 09, 2020 13:29:09
 - Marketing Plan/Samples (optional)
 - WMBE/MBE/SBE or Related Certificates (optional)
 - [Warranty Information](#) - International Warranty 2020.zip - Monday June 08, 2020 10:42:03
 - [Pricing](#) - International Pricing & Specifications 2020.zip - Tuesday June 09, 2020 11:26:44
 - [Additional Document](#) - Additional Documents.zip - Tuesday June 09, 2020 14:31:13

Proposer's Affidavit

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.
2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.
3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.
4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.
5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.
6. If awarded a contract, the Proposer will provide to Sourcwell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.
7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.
8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcwell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcwell Members under an awarded Contract.
9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
10. The Proposer understands that Sourcwell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
11. Proposer its employees, agents, and subcontractors are not:
 - a. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>;
 - b. Included on the government-wide exclusions lists in the United States System for Award Management found at: <https://www.sam.gov/portal/3>; or
 - c. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated

by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

☒ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Martin White, Director Vocational Sales, Navistar, Inc.

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

☒ Yes ☐ No

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "I have reviewed this addendum" below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_11_Class 4-8_Chassis_RFP060920 Wed June 3 2020 07:52 AM	☒	--
Addendum_10_Class 4-8_Chassis_RFP060920 Wed May 27 2020 03:40 PM	☒	--
Addendum_9_Class 4-8_Chassis_RFP060920 Tue May 26 2020 02:51 PM	☒	--
Addendum_8_Class 4-8_Chassis_RFP060920 Thu May 21 2020 01:21 PM	☒	--
Addendum_7_Class 4-8_Chassis_RFP060920 Mon May 18 2020 03:30 PM	☒	--
Addendum_6_Class 4-8_Chassis_RFP060920 Wed May 13 2020 04:40 PM	☒	2
Addendum_5_Class 4-8_Chassis_RFP060920 Tue May 12 2020 10:00 AM	☒	--
Addendum_4_Class 4-8_Chassis_RFP060920 Mon May 4 2020 01:24 PM	☒	--
Addendum_3_Class 4-8_Chassis_RFP060920 Wed April 29 2020 03:45 PM	☒	--
Addendum_2_Class 4-8_Chassis_RFP060920 Wed April 22 2020 01:14 PM	☒	--
Addendum_1_Class 4-8_Chassis_RFP060920 Fri April 17 2020 12:32 PM	☒	--



Coming Soon!

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: November 15, 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
Lisa Firth, Parks & Rec Director

FROM: Matthew Pace, Director of Information Technology

DATE: 11/3/2021

SUBJECT: CivicRec - Parks and Recreation Management Software

I. BACKGROUND: Approval of the implementation of Parks and Recreation software to enhance citizen engagement as well as simplify facility, pass, and rental management. This software is part of the CivicPlus suite of products which encompasses the City website, City Agenda System, Mass email system, and ADA website compliance. By adding CivicRec to our system, the City will be following a best-in-suite approach while maintaining high community standards.

II. DISCUSSION: After several demonstrations of various software and meetings with the Project Review Team, the decision was made to present the council with an upgrade to our Parks and Recreation software. The system CivicRec, which is part of the CivicPlus platform currently utilized by the City, is a cloud-based system allowing for all of the functions necessary for Parks and Recreation to develop an efficient and user-friendly system for staff and citizens alike.

This new system, which will replace the City's current and extremely outdated software and server, will empower staff and enable citizens to self-service their needs as it pertains to Parks and Recreation services. By implementing this system, the City will be able to successfully evolve the Parks and Recreation programming and facilities to ensure the continual, safe delivery of services. In order to accomplish this, the City needs efficient and configurable software with insightful data access to help drive revenue and engage the community. CivicRec is the platform that meets this criteria.

- Activity Registration & Management: Reach the community through a cloud-based platform. Create, schedule, and organize programs, collect registrations, and communicate with citizens.
- Facility Management: Organize, reserve, and manage facilities.
- Ticketing, POS & Online Payment: Process a registration, book a facility, or sell merchandise in the POS screen from anywhere in the system – all through the same interface.
- Reporting: With advanced access, control, and customization of reports, this can optimize revenue potential. Print, export, email, save, and automate reports all from CivicRec.
- Calendars: Filter for location, program, reservation type, activity schedules, and league games. Easily share with third-party calendars and on the City's website.
- Activity Catalog: Create an easy-to-navigate catalog. Administrators can build a customized, colorful catalog organized by category and easily searched and filtered by users.
- League Management: Set up registrations by team or individual, manage assessments, auto-schedule regular-season games and tournaments, and keep track of results.
- ADA Compliance: With AudioEye, the City and citizens benefit from automated remediation, compliance monitoring, and WCAG 2.1 A and AA compliance.

Another factor for selecting this platform was the ease of use and high quality technical support available from CivicPlus. Having a great support system is paramount to running a successful platform. Along with these factors, the online portal for citizens is very easy to use and will allow for better management of citizens' parks and recreation needs.

CivicRec will integrate with the City's current payment processing provider, so no additional software or integration is needed. Online invoicing and payments will be another feature of the portal, which will allow for better customer service and self-service options.

A. Link to Strategic Goals / Objectives: Service Excellence

B. Effect on Budget (EOB): List Price—Year 1 Total: \$23,230.00

Negotiated Pricing

Total Investment - Year 1: \$18,245.00

Annual Recurring Services - Year 2: \$10,468.50

The full amount of \$28,714 will be encumbered by signing this agreement. The first year includes initial investment and set-up and is considered a capital investment into software. The second year includes maintenance of the software license and is considered an operations/maintenance type expenditure. These costs were included in the FY 2022 adopted budget:

	30558500-565000-		
	IT003	0157283-552025	
	GF Capital	Parks - Annual	
	investment into	Software	
	software	License/Maint	TOTAL
	50,000	81,038	131,038
FY22 Adopted Budget	50,000	81,038	131,038
Previous Expenses/Encumbrances	-	-	-
Available Program Budget	50,000	81,038	131,038
This Agreement +(-)	(18,245)	(10,469)	(28,714)
FY22 Remaining Program Budget	31,755	70,570	102,325

C. Level of Service (LOS):

III. CONCLUSION: Making the transition from the City's current, outdated recreation management software will enhance customer service excellence and create a more efficient platform for the department. By implementing CivicRec as the City's recreation management platform, the City will align the Parks and Recreation Department with the currently utilized platforms such as Compass, the Agenda System, and the City Website, while also maintaining continuity across platforms.

IV. RECOMMENDED MOTION: I move to approve the implementation of CivicRec into the suite of services provided by the City of Destin and the Parks and Recreation Department and approve the City Manager to execute the contract and statement of work for the CivicRec platform.

Attachments:

1. FL - Destin - CivicRec SOW & AE SOW

**CivicPlus**

302 South 4th St. Suite 500
Manhattan, KS 66502
US

Quote #:**Date:****Expires On:****Product:**

Q-19174-1

9/3/2021 7:27 AM

12/2/2021

CivicRec

Client:

Destin FL - CivicRec

Bill To:

Destin FL - CivicRec

SALESPERSON	Phone	EMAIL	DELIVERY METHOD	PAYMENT METHOD
Tim Roupe	x	roupe@civicplus.com		Net 45

CivicRec - Statement of Work

QTY	Product Name	DESCRIPTION	PRODUCT TYPE	TOTAL
1.00	CivicRec Premium	Premium Package -Project Coordination -Branded Public Portal -Help Center Access -Access to Live Project Support -Named Implementation Consultant	One-time	USD 3,885.00
4.00	CivicRec Virtual Training (Half Day Block)	Training (Virtual) - half day, up to 4 hours	One-time	USD 3,000.00
1.00	CivicRec Virtual Consulting (Half Day Block)	Consulting (Virtual) - half day, up to 4 hours	One-time	USD 750.00
1.00	CivicRec Annual Fee	CivicRec Annual Fee	Renewable	USD 5,970.00
1.00	CivicRec Year 1 Annual Fee Discount	Year 1 Annual Fee Discount	Renewable	USD -2,985.00
1.00	CivicRec AudioEye Enterprise	AudioEye Enterprise for CivicRec	Renewable	USD 2,500.00
1.00	CivicRec Year 1 Annual Fee Discount	Year 1 Annual Fee Discount	Renewable	USD -1,250.00
1.00	CivicRec Pay - Global Payments Integrated	CivicRec Pay - Global Payments Integrated		USD 0.00
1.00	CivicRec Pay Annual Fee - Global Payments Integrated	CivicRec Pay Annual maintenance and support fee	Renewable	USD 1,500.00
1.00	CivicRec Year 1 Annual Fee Discount	Year 1 Annual Fee Discount	Renewable	USD -750.00
1.00	CivicRec Pay Implementation - Global Payments Integrated	Includes setting CivicPlus Pay configuration, configuring CivicPlus products for accepting payments, advanced troubleshooting with our partner's support.	One-time	USD 3,000.00

QTY	Product Name	DESCRIPTION	PRODUCT TYPE	TOTAL
1.00	CivicRec GIS Integration	GIS Integration - Integrate with GIS software to continually provide updated address information into the new system. ArcGIS from ESRI is only option. We do not support other GIS options.	One-time	USD 2,625.00

List Price - Year 1 Total	USD 23,230.00
Total Investment - Year 1	USD 18,245.00
Annual Recurring Services - Year 2	USD 10,468.50

Total Days of Quote:365

1. This Statement of Work ("SOW") shall be subject to the terms and conditions of the CivicPlus Master Services Agreement located at <https://www.civicplus.com/master-services-agreement> ("MSA"), to which this SOW is hereby attached as the CivicRec Statement of Work. By signing this SOW, Client expressly agrees to the terms and conditions of the MSA throughout the Term of this SOW.
2. This SOW shall remain in effect for an initial term equal to 365 days from the date of signing ("Initial Term"). In the event that neither party gives 60 days' notice to terminate prior to the end of the Initial Term or any subsequent Renewal Term, this SOW will automatically renew for an additional 1-year renewal term ("Renewal Term"). The Initial Term and all Renewal Terms are collectively referred to as the "Term".
3. The Total Investment - Year 1 will be invoiced upon signing.
4. Annual Recurring Services shall be invoiced on the start date of each Renewal Term. Annual Recurring Services, including but not limited to hosting, support and maintenance services, shall be subject to a 5% annual increase beginning in year 2 of service. Client will pay all invoices within 30 days of the date of such invoice.
5. The Client's Annual Recurring Services Fees agreed upon herein are based on Client processing up to USD 300,000.00 of revenue per year ("Predicted Processing Volume"). Starting with the first Renewal Term of this SOW, CivicPlus reserves the right (but not the obligation) to audit Client once every 12 months to determine Client's actual processing volume ("Actual Processing Volume"). In the event Client's Actual Processing Volume exceeds the Predicted Processing Volume, CivicPlus will notify client within 30 days of the audit of the Actual Processing Volume and the applicable increase in the Annual Fees resulting from such Actual Processing Volume. The increase in the Annual Fees shall be implemented the first of the month following the notice.
6. For the purposes of obtaining merchant account services through CivicPlus Pay, Client may choose to utilize the designated merchant account for CivicRec through an integrated partnership with a merchant providers that is within CivicPlus's network ("Partner Network"). In the event Client chooses a merchant account from the Partner Network ("Integrated Partner"), Client will enter into a merchant account such Integrated Partner. Such agreement's terms and conditions will solely enure to the benefit and obligation of Client; CivicPlus shall not be a party to such agreement. In the event Client chooses an Integrated Partner merchant account provider, CivicPlus will provide Client and Integrated Partner contact information to the other party for contracting purposes, and shall integrate the Integrated Partner merchant account system at no additional charge to Client. If Client desires to use an integrated merchant account processor gateway besides one of the Integrated Partners designated as members of the Partner Network, CivicPlus will provide Client with a list of approved processors and an integration fee will be charged to Client. Client agrees to

assume responsibility for ensuring execution of a merchant account contract with Client's select merchant account provider, to comply with all terms and conditions of such contract and pay all fees required to maintain the services. Client acknowledges that the fees set forth in this SOW do not include any transaction, processing or other fees imposed by Client's merchant account processor. Client is fully responsible for their relationship with their selected processor. In no event will CivicPlus: (i) take part in negotiations, (ii) pay any fees incumbent on the Client or merchant account, or (iii) acquire any liability for the performance of services of any chosen merchant account processor, including those in the Partner Network. Client acknowledges switching to a different merchant account processor after signing this SOW may incur additional fees and require a written and signed modification to this SOW. Client shall continue to be responsible for negotiating and executing any merchant account agreement as described herein for any additional merchant account processor changes.

7. When Client uses CivicPlus Pay, then Client may take online credit card payments for certain services or products they provide via the Client websites supported by CivicPlus. As such, through CivicPlus Pay, CivicPlus facilitates an automated process for redirecting credit card payments to Client's chosen payment gateways / merchant account processors. For card payments, CivicPlus will redirect any payments processing to the Client's merchant account processor gateway, and the merchant account processor gateway presents the payment form page and processes the card payment. CivicPlus does not transmit, process or store cardholder data and does not present the payment form. CivicPlus implements and maintains PCI compliant controls for the system components and applications that provide the redirection services only.

8. Client understands and agrees that CivicPlus is not liable for any failure of service or breach of security by any merchant account processor gateway provider selected by Client, whether such provider is an Integrated Partner or not.

Signature Page to Follow

Acceptance

By signing below, the parties are agreeing to be bound by the covenants and obligations specified in this SOW and the MSA terms and conditions found at: <https://www.civicplus.com/master-services-agreement>.

IN WITNESS WHEREOF, the parties have caused this SOW to be executed by their duly authorized representatives as of the dates below.

Client

CivicPlus

By:

By:

Name:

Name:

Title:

Title:

Date:

Date:

Contact Information

*all documents must be returned: Master Service Agreement, Statement of Work, and Contact Information Sheet.

Organization

URL

Street Address

Address 2

City

State

Postal Code

CivicPlus provides telephone support for all trained clients from 7am –7pm Central Time, Monday-Friday (excluding holidays).
Emergency Support is provided on a 24/7/365 basis for representatives named by the Client. Client is responsible for
ensuring CivicPlus has current updates.

Emergency Contact & Mobile Phone

Emergency Contact & Mobile Phone

Emergency Contact & Mobile Phone

Billing Contact

E-Mail

Phone

Ext.

Fax

Billing Address

Address 2

City

State

Postal Code

Tax ID #

Sales Tax Exempt #

Billing Terms

Account Rep

Info Required on Invoice (PO or Job #)

Are you utilizing any external funding for your project (ex. FEMA, CARES): Y [] or N []

Please list all external sources: _____

Contract Contact

Email

Phone

Ext.

Fax

Project Contact

Email

Phone

Ext.

Fax



**AUDIOEYE MANAGED
FOR CIVICREC
STATEMENT OF WORK**

No. 1

This Statement of Work (the "SOW"), effective as of the later of the two dates accompanying the signatures below ("Effective Date"), is entered into and governed under the CivicRec Statement of Work (the "Agreement") between CivicPlus, LLC. ("CivicPlus") and Destin, FL ("Client"). Services performed by CivicPlus under this SOW will be conducted in accordance with and be subject to the terms and conditions of this SOW and the Agreement. If there is a conflict between this SOW and the Agreement, the terms and conditions of this SOW shall prevail. Capitalized terms used in this SOW but not defined herein shall have the meaning set forth in the Agreement. The responsibilities of CivicPlus and Client are defined below.

IN WITNESS WHEREOF, each party, in consideration of the mutual promises and agreements set forth in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and agreed by the parties, agree and hereto has caused this Agreement to be executed by its duly authorized representatives.

Client

CivicPlus

By: _____
(Signature)

By: _____
(Signature)

Name: _____
(Print)

Name: _____
(Print)

Title: _____

Title: _____

Date: _____

Date: _____

1. TERM

The duration of this AudioEye Platform Subscription for CivicRec and this SOW shall begin at signing and be co-termed with Client's CivicRec subscription.

2. SERVICES ORDERED & COSTS

AudioEye will provide the following SaaS Subscription:

Web Accessibility Solutions Subscription Order	12 Month Term
Product	Subscription Cost
AudioEye Managed for CivicRec	\$2,500 per domain
Total Subscription Cost*	\$2,500 per domain*

*Recurring subscription pricing is subject to an annual 5% increase.

This Scope of Work is valid through (or up to) 60 days from October 26, 2021.

The subscription purchased herein applies only to a single domain (Client's CivicRec Instance).

Upon execution of this SOW, CivicPlus will invoice Client for the first year's Total Subscription Cost. If needed, CivicPlus will pro-rate Client's first year's Total Annual Subscription Cost to match up with Client's current CivicRec billing schedule. All renewal years Total Subscription Cost shall be invoiced on the date of Client's current CivicRec billing schedule. The Parties agree the costs herein are included with, and not in addition to, costs described in Quote # Q-19174-1.

All payments shall be made in accordance with the terms and conditions of the Agreement. Invoices will be expressed in US Dollars (USD).

The Services in this SOW shall apply to:
DESTIN FL - CIVICREC

3. CONTACT INFORMATION

Technical Contact Information

Client will identify a project lead to function as a single point of contact for the project.

Name: _____

Email: _____

Phone: _____

Billing Contact Information

Invoices for fees, associated with this Agreement, should be sent to the following email address(es):

Billing Email: _____

Contact Name: _____ **Billing Address 1:** _____
(if different from Corporate Address provided with MSA)

Contact Email: _____ **Billing Address 1:** _____
(if different from billing email address provided above)

City: _____ **State/Zip:** _____

Payment Method: _____

*All payments shall be made in accordance with the terms and conditions of the Agreement.
Invoices will be expressed in US Dollars (USD).*

STATEMENT OF WORK

APPENDIX A

Package Features / Services

AudioEye Managed for CivicRec

Activation

Upon Activation, AudioEye to begin tracking usage analytics. AudioEye to conduct, at least, monthly ongoing and continuous monitoring based on the usage analytics tracked by AudioEye. This always-on monitoring ensures that the pages being accessed by end-users – the pertinent pages relative to the end-user’s experience - are being regularly prioritized and evaluated for accessibility conformance. For the duration of the Term of the agreement between the Parties, AudioEye will maintain the always-on monitoring service.

To ensure compliance with ADA Title II/III, Section 504, Section 508 Information and Communication Technology, and any future changes in conjunction with ADA-related laws & guidelines, and any applicable state laws, AudioEye tests against internationally recognized W3C Web Content Accessibility Guidelines (WCAG) 2.1 Level AA Success Criteria. These tests are conducted through, both, automated and manual processes, which are facilitated and managed through the Digital Accessibility Platform (“DAP”), AudioEye’s proprietary system for facilitating the Ally Managed Service solution.

AudioEye engineers do not make any changes to the web environment that impact the visual display of the website. For any Success Criteria that cannot be met through the application of fixes facilitated through the Digital Accessibility Platform and applied to the frontend website/application through the AudioEye JavaScript, AudioEye collaborates with software/web designers/developers and recommends best practices for effective resolution to be applied at the source and/or through universal design standards. The combination of this collective and collaborative effort helps ensure usability for Customer’s site visitors. AudioEye to provide the necessary tools and/or instruction, allowing Reseller and/or Customer to implement fixes within the product source (“Source Remediation”).

AudioEye Managed

Features/Services	Details
WCAG Accessibility Reports	Reporting available upon request for point-in-time compliance status and WCAG conformance level.
Automated Global Remediations	Certain common issues of accessibility can be programmatically detected and remediated by AudioEye Dynamic Remediation Technology.

Monitoring	Ongoing evaluation and continuous WCAG testing.
Accessibility Toolbar	Web Personalization Tools that allow end-users to customize their user experience to meet their individual needs. The internationally recognized accessibility icon marks the entrance to the AudioEye Toolbar.
Certification Statement	AudioEye Trusted Certification, which is attestation of a site owner's ongoing commitment to digital inclusion as defined by WCAG Success Criteria. Includes AudioEye Trusted Certification badge.
Accessibility Statement (if applicable)	Standardized accessibility messaging site owners may utilize on their site informing visitors of the digital inclusion efforts underway.
Training (On-Demand Webinar Archive)	User access to archive of recorded Accessibility Training Seminars covering various topics to encourage digital accessibility best practices and universal design thinking
Live Training Webinars	User access to Accessibility Training Seminars covering various topics to encourage digital accessibility best practices and universal design thinking
Manual Assistive Technology Testing	Site-level technical analysis and functional usability testing (manual testing) conducted by Assistive Technology (AT) testers.
Site Remediation	Automated and manual test results provide feedback for AudioEye Engineers to develop custom, site-specific remediations to fix issues of accessibility. Remediations scripts are served via AudioEye Dynamic Remediation Technology.
Sustainable Testing & Remediation Plan	Official accessibility auditor documentation to assist site owner in addressing any accessibility complaints.

International Language Support:

27 Languages/Dialects supported for display within the Ally Toolbar. Valid language attribute must be present in source. Supported languages, include:

- | | |
|--|-------------------------|
| • Arabic | • Greek (Greece) |
| • Cantonese (Hong Kong S.A.R.) | • Hungarian (Hungary) |
| • Catalan (Catalan) | • Italian (Italy) |
| • Chinese (Taiwan) | • Japanese (Japan) |
| • Chinese (People's Republic of China) | • Korean (Korea) |
| • Czech (Czech Republic) | • Norwegian (Norway) |
| • Danish (Denmark) | • Polish (Poland) |
| • Dutch (Netherlands) | • Portuguese (Portugal) |

-
- | | |
|----------------------------|-----------------------|
| • English (United States) | • Portuguese (Brazil) |
| • English (United Kingdom) | • Russian (Russia) |
| • Finnish (Finland) | • Spanish (Spain) |
| • French (France) | • Spanish (Mexico) |
| • French (Canada) | • Swedish (Sweden) |
| • German (Germany) | |
-

4. WEB ACCESSIBILITY COMPLIANCE REPRESENTATIONS & WARRANTIES

AudioEye continually monitors the relevant World Wide Web Consortium's (W3C) Web Content Accessibility Guidelines (WCAG) to improve conformance with WCAG guidelines and to eradicate issues of accessibility that may impede access for persons with disabilities.

AudioEye periodically monitors current law and practice regarding digital accessibility compliance including, but not limited to the Americans with Disabilities Act (ADA) and other similar state and international laws.

AudioEye has and will continue to take steps necessary to help improve and maintain equal access to Client website(s).

AudioEye monitors Client website(s) and/or the platform hosting Client website(s) to take the steps necessary to improve conformance with WCAG standards.

AudioEye evaluates Client website(s) and/or the platform hosting Client website(s) on a periodic basis to improve conformance with WCAG standards.

AudioEye periodically reviews automated and manual test results to develop remediations to Client website(s) and/or the platform hosting Client website(s) to increase conformance with WCAG Success Criteria.

AudioEye provides support and training resources and hosts training seminars that promote accessibility best practices including, but not limited to, universal design, WCAG Success Criteria, video captioning, and document remediation.

AudioEye works with and/or takes measures to provide product stakeholders in charge of managing the platform hosting Client website(s) with information a) to improve the accessibility of the platform hosting Client website(s), the site template, and web components that comprise Client website(s), b) to incorporate accessibility into the design process, and c) to better ensure an optimal user experience for individuals with disabilities.

AudioEye supports a 24/7 help desk for site visitors, which enables them to report accessibility issues and grievances should they be encountered. AudioEye prioritizes the remediation of validated issues as submitted via the Help Desk.

AudioEye provides technical analysis and functional usability testing (manual testing) of Client website(s) and/or the platform hosting Client website(s), which is conducted by assistive technology (AT) testers.

Via proprietary and patented AudioEye Dynamic Remediation Technology, AudioEye remediates issues of accessibility identified within Client website(s) and/or the platform hosting Client

website(s) and conducts retesting of issues to validate usability of remediated content and functionality.

AudioEye provides limited to full implementation of the AudioEye Toolbar, which provides web personalization tools permitting site visitors to customize their user experience to meet individual needs.

5. ASSUMPTIONS

To streamline communication during the project, Client will be assigned an account manager who will be responsible for the quality and timeliness of all deliverables. The account manager will oversee and track the progress of the entire project and will be available to escalate concerns.

Website/Platform updates or structural changes that impact existing CSS ID/class selector attributes may require re-configuration and subsequent testing that demands a level of effort beyond the typical maintenance included with the AudioEye Services.

AudioEye engineers do not make any changes to the web environment that impact the visual display of the website. Required changes that impact visual display require collaboration with Client and any visual changes implemented through the AudioEye Services require sign-off from Client. In many cases, these changes are implemented by Client at the source. For deficiencies impacting visual display or site structure/features/functions, AudioEye to obtain written permission from Client to provision and apply the required fixes. AudioEye shall not be held liable for delays impacting, if applicable, delivery timelines pertaining to Client supplying AudioEye with written approvals.

For any Success Criteria that cannot be met through the application of fixes facilitated through the AudioEye Services and applied to the frontend website/application through the AudioEye JavaScript, AudioEye collaborates, via CivicPlus, with software/web designers/developers and recommends best practices for effective resolution to be applied at the source and/or through universal design standards. The combination of this collective and collaborative effort helps ensure usability for Client's site visitors. AudioEye to provide the necessary tools and/or instruction, allowing CivicPlus to implement fixes within the CMS product source ("Platform Remediation").

For each project, the start date of Activation is determined by AudioEye.

AudioEye shall issue an AudioEye Trusted Certification indicating that Client has a commitment to accessibility and inclusion in striving to maximize and continually improve conformance with the informative guidance supplied through W3C WCAG. If applicable, certification statements may indicate conformance exclusions and/or statements of partial conformance and/or reference to on-demand source feedback reports to inform end-users about features/functions that do not conform to the target standard and/or remain a work in a progress.

Common exclusions resulting in conformance clarifications, as documented through source feedback reports, include: flash objects, highly visual/dynamic display widgets/modules, high volume content changes, maps, inaccessible PDFs, videos without captioning and/or audio descriptions, and 3rd party content.

6. CLIENT RESPONSIBILITIES

Client will identify a project lead to function as a single point of contact for the project.

Client will make all reasonable efforts to address conformance exclusions indicated within the source remediation report.

Client will make all reasonable efforts to educate AudioEye on the specific technical constraints of its Web environment, including details about its publication and hosting environments.

Prior to execution of this Agreement, Client to inform AudioEye of anticipated traffic exceeding 20 million monthly impressions. Client understands and agrees that AudioEye will charge Client the following overage fees, to be billed at the end of the current month, in which the overage occurred: \$52 per million impressions above and beyond the monthly allotment. Please note: some single page requests may make multiple requests to AudioEye, and, therefore, trigger multiple impressions (i.e. iFrames on the page).

Client to provide advanced notification to AudioEye prior to implementing or removing the AudioEye JavaScript within their web environment, including but not limited to Client's production, staging, UAT, development, and/or sandbox environment(s).

Client will provide AudioEye with feedback, comments, approvals and acceptance on all deliverables in a timely manner.

If Client receives a legal demand letter or is served a legal notice, Client may request a sustainable testing and remediation (STAR) plan (aka auditor notification letter) to inform plaintiff of the proactive steps already taken and being taken by Client to ensure digital inclusion. Should plaintiff continue to pursue their legal efforts, Client may request consulting or legal support services, which may be separate from and in addition to the Services included in this SOW.

Client will make all reasonable efforts to send project and accessibility stakeholders to attend online accessibility training presentations provided by AudioEye.

7. CHANGE CONTROL PROCEDURES

To make a change to this SOW, Client will submit a written request to CivicPlus specifying the proposed changes in detail. CivicPlus will submit to Client an estimate of the charges and the anticipated changes in the delivery schedule that will result from the proposed change in the services ("Change Order") stated within this SOW. AudioEye will continue performing the services in accordance with this SOW until the CivicPlus and Client agree in writing on the change in scope of work, scheduling, and fees therefore. Any Change Order shall be agreed to by the parties in writing prior to implementation. No additional fees shall be incurred without Client's prior written authorization.

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: November 15, 2021

TYPE OF AGENDA ITEM: Action Item

AGENDA OUTLINE NUMBER: 6.C.

TO: City Council

THRU: Lance Johnson, City Manager

FROM: Louis Zunguze, Community Development Director
Kyle Bauman, City Attorney

DATE: November 8, 2021

SUBJECT: 781 Bayou Drive Single-Family Residential Marine Construction Proposed

I. BACKGROUND: The contractor has submitted a permit for one (1) 241' x 4' access pier, one (1) 16' x 6' access walk, one (1) 40' x 4' finger pier, one (1) 40' x 14' covered slip with lift, one (1) 46' x 17' covered slip with lift, one (1) 122' x 2' roof overhang, comprising ±2,584 square feet.

REQUEST: The applicant requests Harbor and Waterways Board approval for a marine construction project located at 781 Bayou Drive, located within Joe's Bayou, a Class III Florida Waters.

II. DISCUSSION: The proposed marine construction project meets the requirements of *Article 11.05.00, City of Destin Land Development Code*, in addition, including the required 25-foot riparian setback. It is worth noting that the drawings submitted to the City were inconsistent with the drawings that were submitted to the Florida Department of Environmental Protection (FDEP) and United States Army Corps of Engineers (USACE). Prior to or simultaneous with the submittal of a building permit application, the applicant must provide the City with approval from FDEP and USACE, consistent with the plans reviewed by the City.

COMPREHENSIVE PLAN CONSISTENCY: The proposed marine construction project is consistent with *Coastal Management Element Goal 6-1, Coastal Management Element Objective 6-1.1, and Coastal Management Element Policy 6-1.1.3: Protect Coastal and Estuarine Environmental Quality and the Shoreline*.

A. Link to Strategic Goals / Objectives: 1) Enhance Quality of Life 2) Enhance and Preserve Heritage and Environment.

B. Effect on Budget (EOB): There is no anticipated effect on the budget.

C. **Level of Service (LOS)**: There is no anticipated effect on the LOS.

III. CONCLUSION: The contractor provided a Florida Department of Environmental Protection (FDEP) receipt of submittal. City staff reviewed the application and determined that the plans comply with City Codes and regulations, provided the previously mentioned inconsistencies. Specifically, the proposed dock complies with *Article 11.05.01.M., City of Destin Land Development Code, and the Coastal Management Element of the City's Comprehensive Plan (Coastal Management Element Policy 6-1.1.3)*.

STAFF RECOMMENDATION: Staff recommends approval of a single-family marine construction project proposed at 781 Bayou Dr, consisting of one access pier, one access walk, one finger pier, two covered slips with a lift, and one roof overhang, comprising ±2,584 square feet, subject to the applicant meeting all applicable City permit requirements and with the condition that the applicant provide the City with approval from FDEP and USACE, consistent with the plans reviewed by the City at the time of building permit application.

HARBOR AND WATERWAYS BOARD RECOMMENDATION: At the regularly scheduled Harbor and Waterways Board (HWB) meeting on October 28, 2021, the Harbor and Waterways Board recommended City Council approval for the proposed single-family marine construction project located at 781 Bayou Drive, subject to the applicant meeting all applicable city permit requirements and with the following conditions:

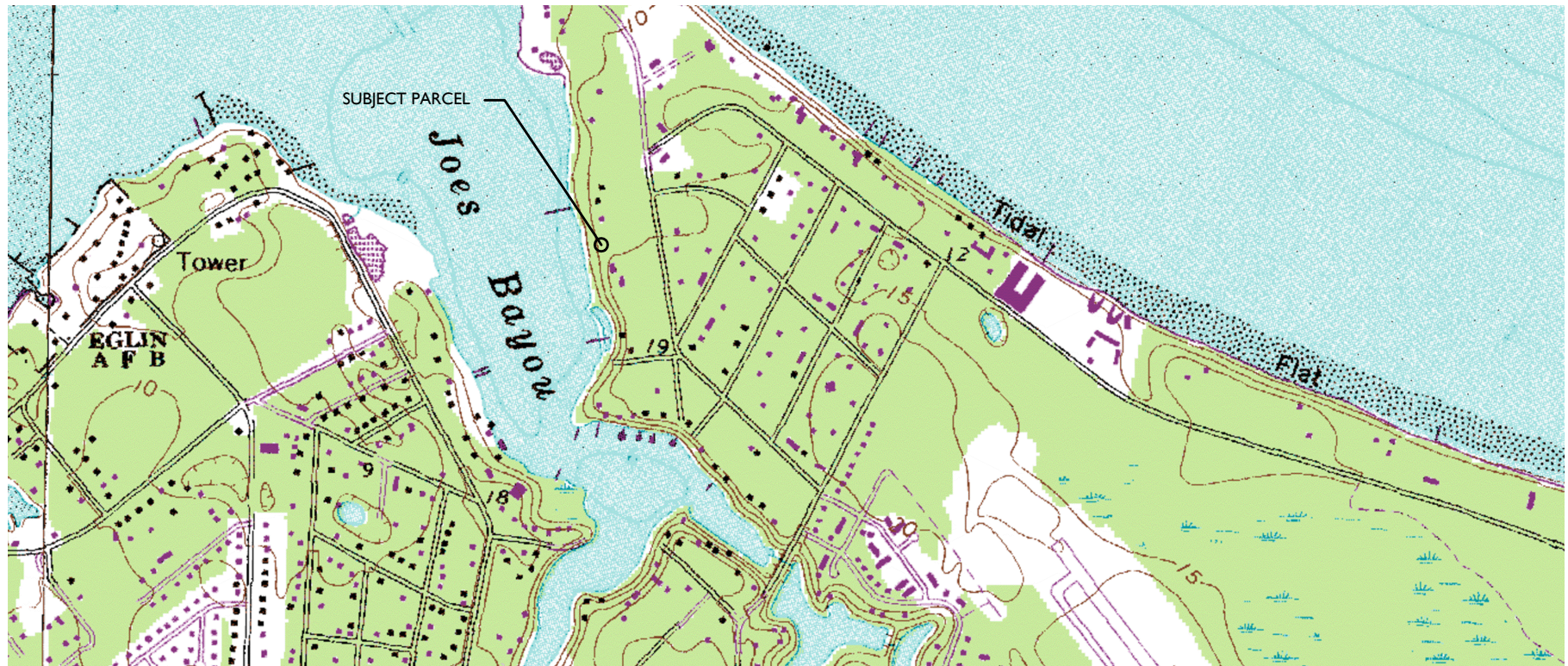
- 1) The applicant provides the City with approval from FDEP and USACE, consistent with the plans reviewed by the City at the time of building permit application.

IV. RECOMMENDED MOTION: I move that the City Council recommends approval of a single-family marine construction project located at 781 Bayou Drive, subject to the applicant meeting all applicable City permit requirements and with the following condition:

- 1) The applicant provides the City with approval from FDEP and USACE, consistent with the plans reviewed by the City at the time of building permit application.

Attachments:

1. A. Proposed Permit Drawings
2. B. FDEP Receipt of Submittal
3. C. USACE Permit
4. D. Agenda Item Report HWB

PROPERTY INFO

PID: 00-2S-22-1320-0008-0000

SITUS: 781 BAYOU DRIVE

DESTIN, FL 32541

LAT: 30.411614

LONG: -86.487361

RECORD OWNER

WALL LANE J & LAUREN P

1220 DAUPHINE ST B

NEW ORLEANS, LA 70116

INDEX OF SHEETS

1- SITE LOCATION

2-EXISTING SITE CONDITIONS

3-PLAN VIEW DEPICTED ONTO AERIAL

4-PLAN VIEW

5-DOCK PROFILE (TYP.)

6-DOCK PROFILE & DETAILS (TYP.)

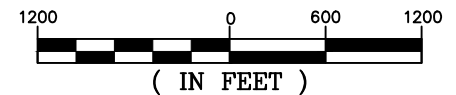
PROJECT NAME: 781 BAYOU DRIVE, WALL

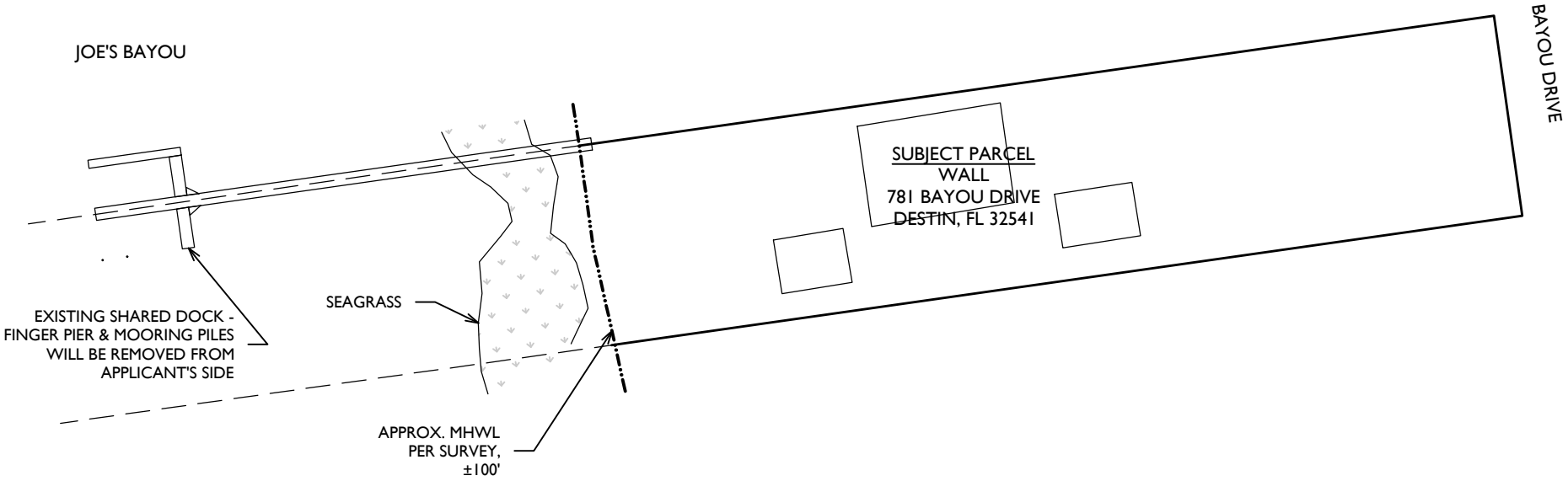
SITE LOCATION MAP & SHEET INDEX

PROJECT NO.: 20-065

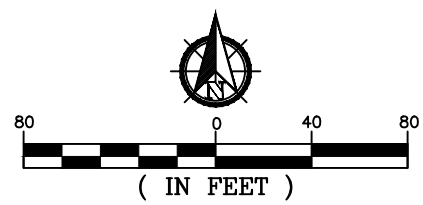
DRAWN BY: JAT DATE: 9/16/21

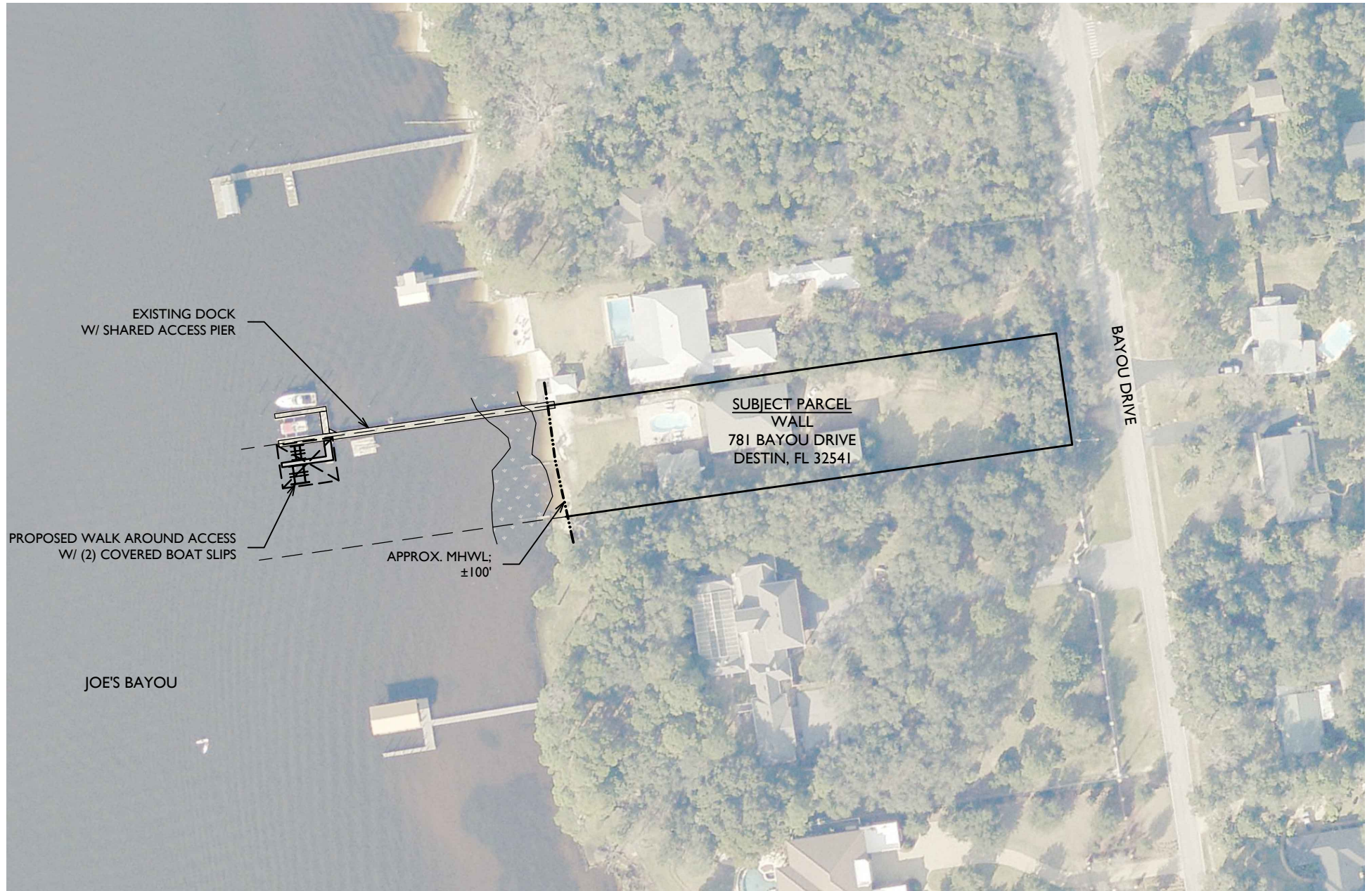
SHEET: 1 OF 6





PROJECT NAME: 781 BAYOU DRIVE, WALL	
EXISTING SITE CONDITIONS	
PROJECT NO.: 20-065	
DRAWN BY: JAT	DATE: 3/6/21
SHEET: 2 OF 6	





PROJECT NAME: 781 BAYOU DRIVE, WALL

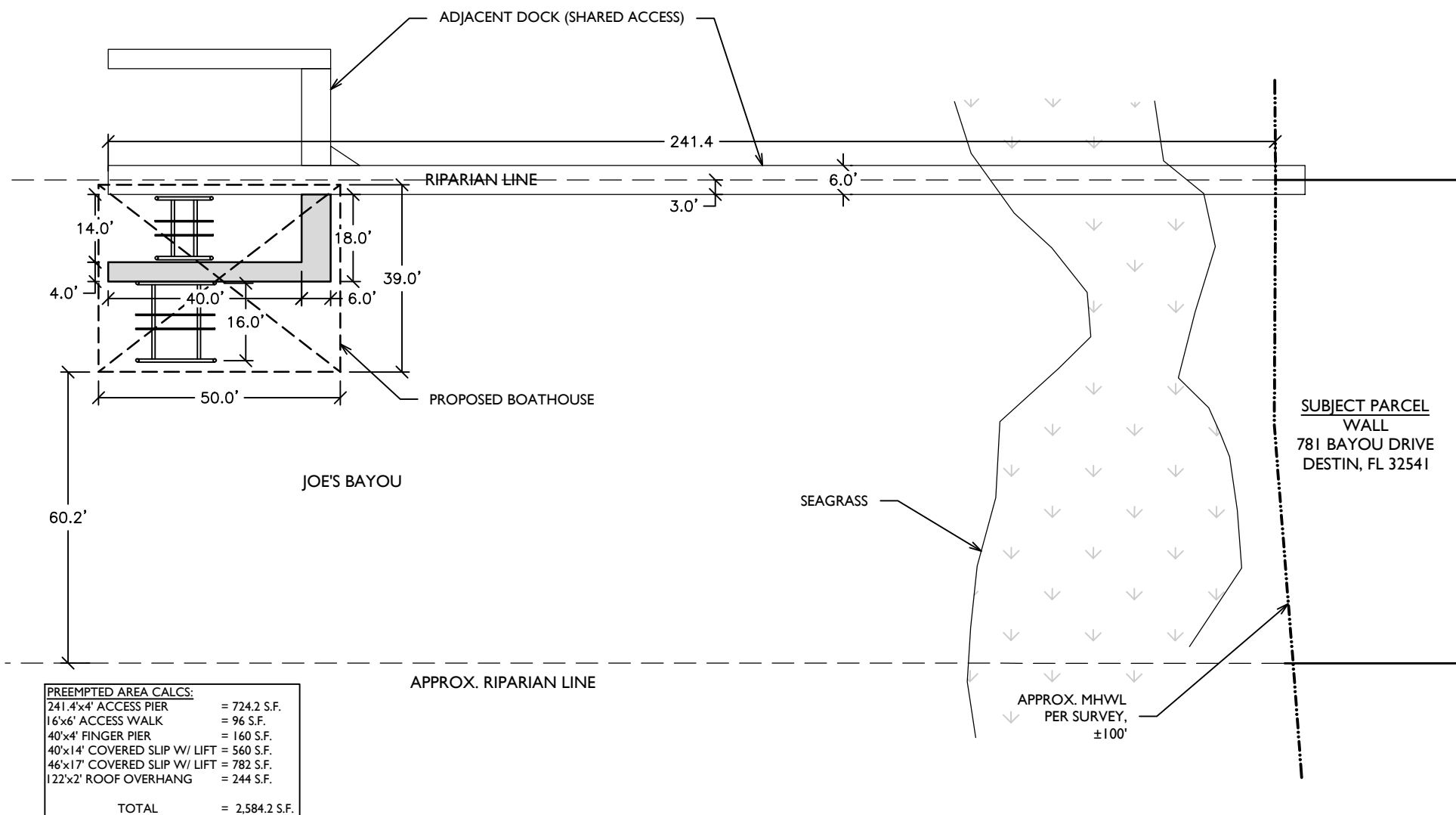
PLAN VIEW DEPICTED ONTO AERIAL

PROJECT NO.: 20-065

DRAWN BY: JAT DATE: 9/16/21

SHEET: 3 OF 6





PROJECT NAME: 781 BAYOU DRIVE, WALL

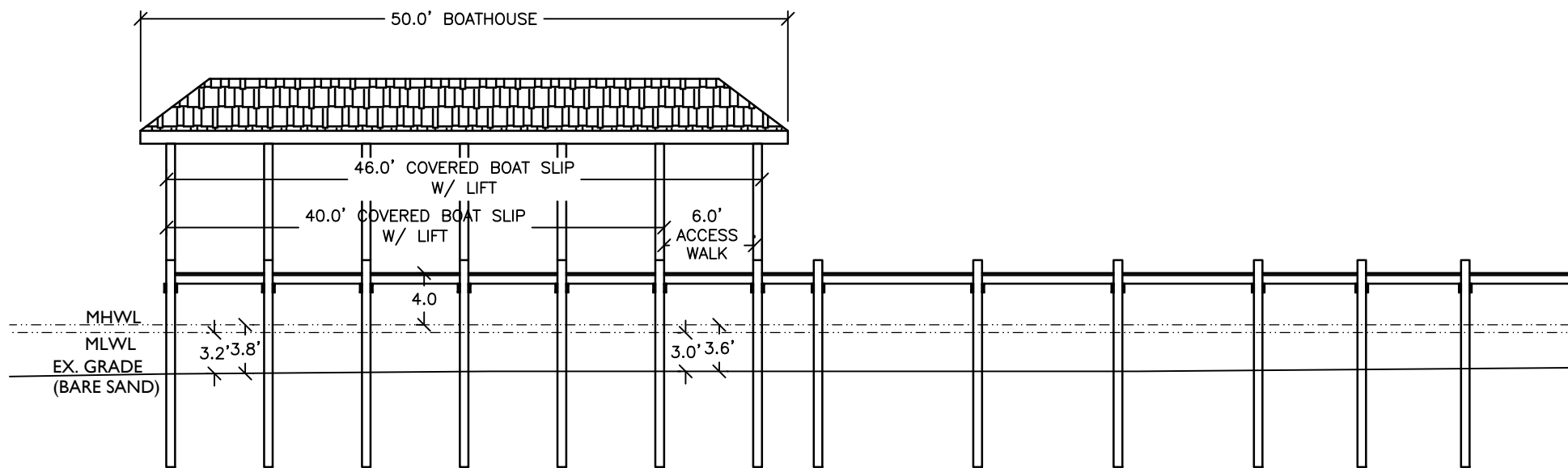
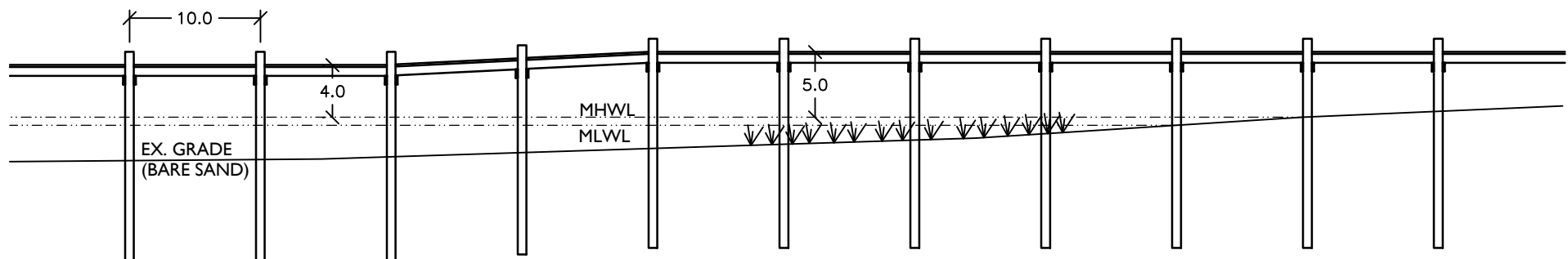
PLAN VIEW

PROJECT NO.: 20-065

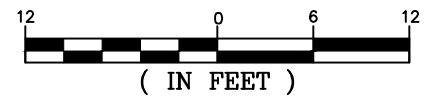
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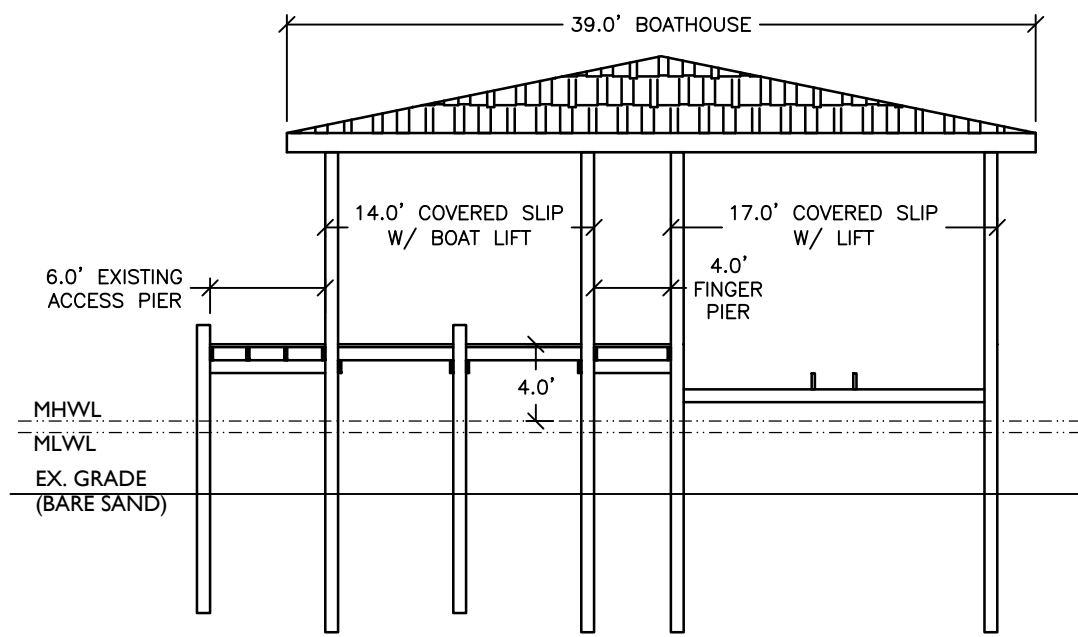
SHEET: 4 OF 6



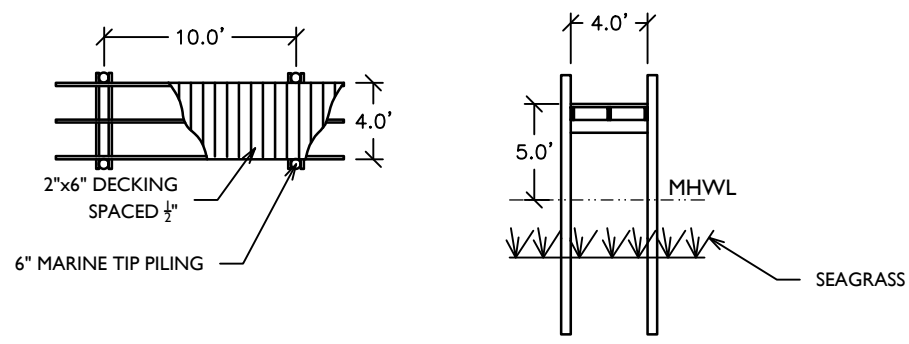


PROJECT NAME: 781 BAYOU DRIVE, WALL	
DOCK PROFILE (TYPICAL)	
PROJECT NO.: 20-065	
DRAWN BY: JAT	DATE: 9/16/21
SHEET: 5 OF 6	



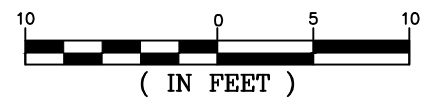


WATERWARD VIEW OF TERMINAL END OF DOCK (TYP.)



ACCESS PIER DETAILS OVER SEAGRASS (TYP.)

PROJECT NAME: 781 BAYOU DRIVE, WALL	
DOCK PROFILE & DETAILS (TYPICAL)	
PROJECT NO.: 20-065	
DRAWN BY: JAT	DATE: 9/16/21
SHEET: 6 OF 6	





FLORIDA DEPARTMENT OF
Environmental Protection

Bob Martinez Center
2600 Blair Stone Road
Tallahassee, Florida 32399-2400

Ron DeSantis
Governor

Jeanette Nuñez
Lt. Governor

Noah Valenstein
Secretary

Electronic Submission
Application for an Individual or Conceptual Permit

You have successfully submitted an Application for an Individual or Conceptual Permit in accordance with Part IV of Chapter 62-330 F.A.C.. Your request was received on October 20, 2020.

Below is a copy of the details of your request for your records.

Facility Information

Site Name: Wall, 781 Bayou Drive
Address Line 1: 781 Bayou Dr
Address Line 2:
City/State/Zip Code: Destin, FL 32541 1846

Mailing Address

Address Line 1: 1220 Dauphine St
Address Line 2:
City/State/Zip Code: New Orleans, LA 70116 2429

Applicant

Name: Lane Wall
Address Line 1: 1220 Dauphine St
Address Line 2:
City/State/Zip Code: New Orleans, LA 70116 2429
Phone Number: (936) 537-6339
Extension:
Cell Number:
Fax Number:
E-mail Address: lane@fishheadsla.com

Agent

Name: JASON TAYLOR
Address Line 1: 1225 Oakview Rd
Address Line 2:
City/State/Zip Code: Decatur, GA 30030 4223
Phone Number: (850) 207-2442
Extension:
Cell Number:
Fax Number:
E-mail Address: OAKHURSTENVIRONMENTAL@GMAIL.COM

Property Owner

Name: Lane Wall
Address Line 1: 1220 Dauphine St
Address Line 2:
City/State/Zip Code: New Orleans, LA 70116 2429
Phone Number: (936) 537-6339
Extension:
Cell Number:
Fax Number:
E-mail Address: lane@fishheadsla.com

Operation & Maintenance Entity

Name: Lane Wall
Address Line 1: 1220 Dauphine St
Address Line 2:
City/State/Zip Code: New Orleans, LA 70116 2429
Phone Number: (936) 537-6339
Extension:
Cell Number:
Fax Number:
E-mail Address: lane@fishheadsla.com

Project Information

Tax Parcel Identification Number(s): 00-2S-22-1320-0008-0000
Anticipated Commencement Date:
Anticipated Completion Date:
Project Name (including Phase): Dock
This project **IS NOT** part of a larger plan of development or sale.

Project or project phase area (in acres): 0.09

Impervious or semi-impervious area (excluding wetlands and other surface waters): 0

In: SQ FT

Volume of water the system is capable of impounding (in acre-feet): 0

The total number of proposed new (not existing) in-water boat slips (including mooring areas and boat lifts): 4

Total area of work (dredging, filling, construction, alteration, or removal) in, on, or over wetlands or other surface waters: 4030

In: SQ FT

Total volume of material to be dredged (in cubic yards): 0

Total volume of material to be filled (in cubic yards): 0

Pre-Application Meetings:

None.

Project Description:

The applicant is proposing to construct a private single-family dock with (4) covered boat slips consisting of a 184-ft by 4-ft access pier, a 16-ft by 12-ft terminal platform, an 8-ft by 8-ft access corner, a 16-ft by 8-ft step-down platform, (2) 28-ft by 4-ft finger piers, a 22-ft by 16-ft covered platform, a 28-ft by 3-ft finger pier, a 21-ft by 4-ft access walk, a 46-ft by 3-ft finger pier, (3) 28-ft by 13-ft covered boat slips with lifts, a 46-ft by 18-ft covered boat slip with lift. Additionally, the applicant is proposing to remove portions of an existing shared dock on their northern property line built by previous owners of the property.

Waterbodies Information:

Joe's Bayou

DEP Permits:

None.

Other Permits:

Attachments:

File Description: SWERP Supporting Document - Survey

File Name: Survey.pdf

File Hash: fe32edfb9bb934c0ec7054a821a32cb58a8c374ecb5ff70ba57d61b2e377865f

File Description: SWERP Supporting Document - Deed

File Name: DEED.pdf

File Hash: 2c75c99e29940e41a2139b45742ce1da137de5f2610dc760a10b46204a9afcb4

File Description: SWERP Supporting Document - Permit Drawings

File Name: PERMIT DRAWINGS.pdf

File Hash: 25a5f293e507fd26b0431f98c285908d22ef26a74a86f5b670c643de9c42aa00

Notification Submitted By

Name: JASON TAYLOR
Phone Number: (850) 207-2442
E-mail Address: OAKHURSTENVIRONMENTAL@GMAIL.COM

All information submitted was certified true, accurate, and correct to the best of the knowledge of the person whose name appears above.

If you have any questions or concerns about the information contained in this report, please contact the Division of Water Resource Management at (850) 245-8336 or by e-mail at ERP_eApps@dep.state.fl.us.



FLORIDA DEPARTMENT OF
Environmental Protection

Bob Martinez Center
2600 Blair Stone Road
Tallahassee, Florida 32399-2400

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Secretary

Electronic Submission
Application for an Individual or Conceptual Permit
Section B - For Single-Family Projects

Part I: Project Information Summary:

Over-Water Structures

This project **DOES** include construction of any docks, piers, or other types of over-water structures or mooring areas.

Total square feet of structure(s) over water:

Existing:	132
New:	4030
Proposed Total:	4030

Type of materials (e.g., treated wood, plastic, concrete, etc.) for the:

Dock Structure:	treated wood
Pilings:	treated wood

Proposed dock plank spacing (if applicable) (in inches): 0.5

Number of in-water slips or mooring areas for vessels:

Existing:	1
New:	4
Proposed Total:	4

Please indicate the size (length and draft), and type of vessels that will be mooring at the dock or structure: 42-ft LOA with 24-in draft (3) 28'"; LOA with 18-in draft

Please address how the dock, pier, or other structures or mooring areas will not significantly impede navigation within the waterbody: Length of dock is consistent with others in the vicinity

Shoreline Stabilization

This project **DOES NOT** include construction of any shoreline stabilization, such as riprap revetment, living shoreline, or seawall.

Boat Ramp or Launch Area

This project **DOES NOT** construction of any boat ramp or launch area.

Dredge and Fill

This project **DOES NOT** include any other type of dredging or filling of wetlands or other surface waters.

Part II: Environmental Considerations:

Impact Reduction:

Where dock traverses seagrass the decking is 4-ft wide, elevated 5-ft above the mean high water line, and spaced 1/2'.

Water Quality:

Weighted turbidity curtains will be deployed and maintained during construction.

Secondary Impacts:

An upland buffer, with a minimum width of 15' and an average width of at least 25', **WILL** be provided between the proposed project and all wetlands and other surface waters to be preserved, enhanced, restored, or created.

Water Quantity:

Avoidance of adverse water quantity impacts to receiving waters and adjacent lands:

Adverse impacts are not anticipated

Avoidance of adverse flooding to on-site or off-site property:

Adverse impacts are not anticipated

Avoidance of adverse impacts to existing surface water storage and conveyance capabilities:

Adverse impacts are not anticipated



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Electronic Submission
Application for an Individual or Conceptual Permit
Section F - Application for Authorization to Use State-Owned Submerged Lands

Type of Authorization Requested:

Exceptions:

	Construction or maintenance of a county water or sewer system under Section 153.04 F.S.
	Removal of material from the area adjacent to an intake or discharge structure under 403.813(1)(f), F.S.
	Removal of organic detrital material under Section 403.813(1)(r) or (u), F.S.
	Construction of floating vessel platforms under Section 403.813(1)(s), F.S.
	Trimming or alteration of mangroves under Sections 403.9321 through 403.9334, F.S.

Consent by Rule:

	Section 403.813(1), F.S., paragraphs (a); (b), provided that the structure is the only dock or pier on a parcel and it is not a private residential multi-family dock with three or more slips.
	Section 403.813(1), F.S., paragraphs (c); (d); (e); (f), provided that no severance fee is required under Rule 18-21.011, F.A.C., and the existing activity has a valid Board of Trustees authorization.
	Section 403.813(1), F.S., paragraphs (g); (h); (i), provided that no private residential multi-family dock or pier is constructed.
	Section 403.813(1), F.S., paragraph (k), provided that any channel markers delineate existing and authorized or permitted navigation channels.

Letter of Consent:

	One minimum-size private residential single-family dock (see definition in Rule 18-21.003, F.A.C.).
	Private residential single-family or multi-family docks, piers, boat ramps, and similar existing and proposed activities that cumulatively preempt no more than

	10 square feet of sovereignty submerged land for each linear foot of the applicant's riparian shoreline, along sovereignty submerged land on the affected waterbody within a single plan of development (see "preempted area" definition in Rule 18-21.003, F.A.C.).
	Private channels that provide access to an upland single-family or multi-family residential parcel and that measures no more than 10 square feet of sovereignty submerged land for each linear foot of the applicant's riparian shoreline along sovereignty submerged land on the affected waterbody within a single plan of development.
	Seawalls, bulkheads, or other shoreline stabilization structures no more than three feet waterward of mean or ordinary high water.
	Placement, replacement, or repair of riprap, groins, breakwaters, or intake and discharge structures no more than ten feet waterward of the line of mean or ordinary high water.
	Restoration and nourishment of naturally occurring sandy beaches, including borrow areas to be used for five years or less.
	Artificial reefs or fish attractors that are constructed for public use.
	Public docks or piers that are exempt from permit requirements under Section 403.813(1), F.S., or that qualify as minimum-size docks or piers or are less than or equal to the 10:1 preempted area to shoreline ratio; public boat ramps; public channels; or public swimming areas, provided that all such structures or activities are owned and operated by governmental entities and any revenues collected are used solely for operation and maintenance of the structure or adjacent public recreational facilities.
	Ski course buoys and ski jumps not associated with revenue-generating water skiing activities.
	Removal of wrecked, abandoned or derelict vessels or structures.
	Habitat restoration.

Lease:

X	Private residential single-family or multi-family docks or piers, other docks or piers, boat ramps, or other similar activities that do not qualify for a letter of consent.
	Private residential multi-family docks designed or used to moor three or more vessels within aquatic preserves.
	Docks designed or used to moor ten or more vessels in Monroe County.
	Commercial/industrial docks, as defined in Rule 18-18.004, F.A.C., in Biscayne Bay Aquatic Preserve, as required by paragraph 18-18.006(3)(c), F.A.C.
	All revenue-generating activities.
	Oil and gas exploration and development.
	Open-water mooring fields.
	Mining.

Easement:

	Utility crossings and rights of way.
	Road and bridge crossings and rights of way, including such structures built prior to the need to obtain an easement when proposed for modification or repair.
	Groins, breakwaters, and shoreline protection structures, except when constructed as part of a docking facility that requires a lease.
	Public navigation projects other than public channels.
	Private residential channels that do not qualify for a letter of consent, and channels that provide access to revenue-generating facilities in uplands.
	Oil, gas and other pipelines.
	Intake and discharge structures more than 10 feet waterward of the mean or ordinary high water line.
	Spoil disposal sites.
	Borrow areas that will be used for longer than five years for beach nourishment.
	Public water management projects other than public channels.
	Treasure salvage (Cultural Resource Recovery).



DEPARTMENT OF THE ARMY
CORPS OF ENGINEERS, JACKSONVILLE DISTRICT
PENSACOLA REGULATORY OFFICE
41 NORTH JEFFERSON STREET, SUITE 301
PENSACOLA, FLORIDA 32502

Regulatory Division
North Branch
Pensacola Permits Section
SAJ-2020-04227 (RGP-SWA)

March 18, 2021

Lane Wall
1220 Dauphin Street
New Orleans, LA 70116

Dear Mr. Wall:

The U.S. Army Corps of Engineers (Corps) assigned your application for a Department of the Army permit, which the Corps received on October 22, 2020, the file number SAJ-2020-04227. A review of the information and drawings provided indicates that the proposed project is to construct a single-family dock consisting of a 4-foot by 184-foot access pier, a 12-foot by 16-foot terminal platform, an 8-foot by 8-foot access corner, an 8-foot by 16-foot step-down platform, two 4-foot by 28-foot finger piers, one 3-foot by 28-foot finger pier, a 4-foot by 68-foot access walkway, two 13-foot by 28-foot covered boat slips and one 18-foot by 46-foot covered boat slip. The activities subject to this permit are authorized pursuant to authorities under Section 10 of the Rivers and Harbors Act of 1899 (33 U.S.C. § 403). The project is located at 781 Bayou Drive, Latitude: 30.411614°; Longitude: -86.487361°, Destin, Okaloosa County, Florida.

Your project, as depicted on the enclosed drawings, is authorized by Regional General Permit (GP) SAJ-20. This authorization is valid until March 27, 2023. Please access the Corps' Jacksonville District Regulatory Division Internet page to view the special and general conditions for SAJ-20, which apply specifically to this authorization. The Internet URL address is:

<http://www.saj.usace.army.mil/Missions/Regulatory.aspx>

Please be aware this Internet address is case sensitive; and, you will need to enter it exactly as it appears above. Once there you will need to click on "Source Book"; and, then click on "General Permits." Then you will need to click on the specific SAJ permit noted above. You must comply with all of the special and general conditions of the permit; and, any project-specific conditions noted below, or you may be subject to enforcement action. The following project-specific conditions are included with this authorization:

1. Reporting Address: The Permittee shall submit all reports, notifications, documentation and correspondence required by the general and special conditions of this permit to either (not both) of the following addresses:

a. For electronic mail (preferred): SAJ-RD-Enforcement@usace.army.mil (not to exceed 15 MB).

b. For standard mail: U.S. Army Corps of Engineers, Regulatory Division, Enforcement Section, 415 Richard Jackson Boulevard, Suite 411, Panama City Beach, Florida 32407.

The Permittee shall reference this permit number, SAJ-2020-04227 (RGP-SWA), on all submittals.

2. Commencement Notification: Within 10 days from the date of initiating the work authorized by this permit the Permittee shall complete and submit the attached "*Commencement Notification*" Form.

3. Self-Certification: Within 60 days of completion of the work authorized by this permit, the Permittee shall complete the attached "*Self-Certification Statement of Compliance*" form and submit it to the Corps. In the event that the completed work deviates in any manner from the authorized work, the Permittee shall describe the deviations between the work authorized by this permit and the work as constructed on the "*Self-Certification Statement of Compliance*" form. The description of any deviations on the "*Self-Certification Statement of Compliance*" form does not constitute approval of any deviations by the Corps.

4. Assurance of Navigation and Maintenance: The Permittee understands and agrees that, if future operations by the United States require the removal, relocation, or other alteration, of the structures or work herein authorized, or if in the opinion of the Secretary of the Army or his authorized representative, said structure or work shall cause unreasonable obstruction to the free navigation of the navigable waters, the Permittee will be required, upon due notice from the Corps of Engineers, to remove, relocate, or alter the structural work or obstructions caused thereby, without expense to the United States. No claim shall be made against the United States on account of any such removal or alteration.

5. Turbidity Barriers: Prior to the initiation of any of the work authorized by this permit, the Permittee shall install floating turbidity barriers with weighted skirts that extend to within 1 foot of the bottom around all work areas that are in, or adjacent to, surface waters. The turbidity barriers shall remain in place and be maintained until the authorized work has been completed and all suspended and erodible materials have been stabilized. Turbidity barriers shall be removed upon stabilization of the work area.

6. Posting of Permit: The Permittee shall have available and maintain for review a copy of this permit and approved plans at the construction site.

7. Jacksonville District Programmatic Biological Opinion (JAXBO), November 2017, Project Design Criteria (PDCs): Structures authorized under this permit must comply with all applicable PDCs, based on the permitted activity, as required by JAXBO. Please note that failure to comply with the applicable PDCs, where a take of listed species occurs, would constitute an unauthorized take, and noncompliance with this permit. The NMFS is the appropriate authority to enforce the terms and conditions of JAXBO. The most current version of JAXBO can be accessed at the Jacksonville District Regulatory Division internet webpage in the Endangered Species section of the Sourcebook located at:
<http://www.saj.usace.army.mil/Missions/Regulatory/SourceBook.aspx>

Note - JAXBO may be subject to revision at any time. The most recent version of these conditions must be utilized during the design and construction of the permitted work. In accordance with the Endangered Species Act, and for those projects which do not comply with JAXBO, the Corps will seek individual consultation with the NMFS.

Note - some authorized activities may deviate from the PDCs. In cases, where the activity (i.e., structure dimensions, length, etc.) deviates from the PDCs, the permit drawings shall supersede the PDCs.

For each of the following authorized activities subject of this permit, the permittee shall adhere to the following PDCs, which are attached to, and made part of, this authorization/verification letter:

Activity 2 - Pile Supported and Anchored Buoys: (AP.1-6; AP.7-11; A2.1-9)

8. Manatee Conditions: The Permittee shall comply with the attached “*Standard Manatee Conditions for In-Water Work – 2011*”.

9. Daylight Hours: All activities must be completed during daylight hours.

10. Construction Location: Project construction shall take place from uplands or from floating equipment (e.g., barge); prop or wheel-washing is prohibited.

11. Protected Species Guidance: The Permittee shall comply with the attached “*Vessel Strike Avoidance Measures and Injured or Dead Protected Species Reporting*”, for marine turtles and marine mammals.

12. Dock Construction Guidelines: The Permittee shall comply with the attached “*Dock Construction Guidelines in Florida for Docks or Other Minor Structures Constructed in or over Submerged Aquatic Vegetation, Marsh or Mangrove Habitat – U.S. Army Corps of Engineers/National Marine Fisheries Service – November 2017*”.

13. Agency Changes/Approvals: Should any other agency require and/or approve changes to the work authorized or obligated by this permit, the Permittee is advised a modification to this permit instrument is required prior to initiation of those changes. It is the Permittee's responsibility to request a modification of this permit from the Pensacola Permits Section. The Corps reserves the right to fully evaluate, amend, and approve or deny the request for modification of this permit.

14. Cultural Resources/Historic Properties:

a. No structure or work shall adversely affect impact or disturb properties listed in the *National Register of Historic Places* (NRHP) or those eligible for inclusion in the NRHP.

b. If during the ground disturbing activities and construction work within the permit area, there are archaeological/cultural materials encountered which were not the subject of a previous cultural resources assessment survey (and which shall include, but not be limited to: pottery, modified shell, flora, fauna, human remains, ceramics, stone tools or metal implements, dugout canoes, evidence of structures or any other physical remains that could be associated with Native American cultures or early colonial or American settlement), the Permittee shall immediately stop all work and ground-disturbing activities within a 100-meter diameter of the discovery and notify the Corps within the same business day (8 hours). The Corps shall then notify the Florida State Historic Preservation Officer (SHPO) and the appropriate Tribal Historic Preservation Officer(s) (THPO(s)) to assess the significance of the discovery and devise appropriate actions.

c. Additional cultural resources assessments may be required of the permit area in the case of unanticipated discoveries as referenced in accordance with the above Special Condition; and if deemed necessary by the SHPO, THPO(s), or Corps, in accordance with 36 CFR 800 or 33 CFR 325, Appendix C (5). Based, on the circumstances of the discovery, equity to all parties, and considerations of the public interest, the Corps may modify, suspend or revoke the permit in accordance with 33 CFR Part 325.7. Such activity shall not resume on non-federal lands without written authorization from the SHPO for finds under his or her jurisdiction, and from the Corps.

d. In the unlikely event that unmarked human remains are identified on non-federal lands; they will be treated in accordance with Section 872.05 Florida Statutes. All work and ground disturbing activities within a 100-meter diameter of the unmarked human remains shall immediately cease and the Permittee shall immediately notify the medical examiner, Corps, and State Archeologist within the same business day (8-hours). The Corps shall then notify the appropriate SHPO and THPO(s). Based, on the circumstances of the discovery, equity to all parties, and considerations of the public interest, the Corps may modify, suspend or revoke the permit in accordance with 33

CFR Part 325.7. Such activity shall not resume without written authorization from the State Archeologist and from the Corps.

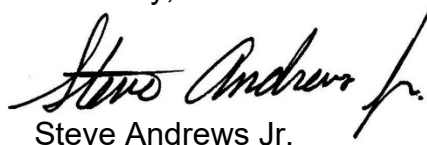
This authorization does not give absolute Federal authority to perform the work as specified on your application. The proposed work may be subject to local building restrictions mandated by the National Flood Insurance Program. You should contact your local office that issues building permits to determine if your site is located in a flood-prone area, and if you must comply with the local building requirements mandated by the National Flood Insurance Program.

Please note U.S. Coast Guard regulations may require you as permittee to provide information for a Notice to the maritime community regarding your project. You should contact the Coast Guard Sector Mobile Waterways Management Branch (spw), 1500 15th Street, Mobile, AL 36615 or by phone at 251-441-5684 to determine if a Notice is necessary. Also, any safety lights, signs and signals prescribed by the U.S. Coast Guard through their regulations or otherwise, must be installed and maintained at your expense as permittee on authorized facilities in navigable waters of the United States. To receive a U.S. Coast Guard Private Aids to Navigation marking determination, you are advised to contact the Eighth Coast Guard District (dpw), 500 Poydras St. Suite 1230, New Orleans, LA 70130, 504-671-2328 or via email to: D8oanPATON@uscg.mil prior to installation/construction of any fixed structures. For general information related to Private Aids to Navigation please visit the Eighth CG District web site at: <http://www.atlanticarea.uscg.mil/district-8/district-divisions/waterways/PATON>.

If you are unable to access the internet or require a hardcopy of any of the conditions, limitations, or expiration date for the above referenced NWP and RGP, please contact Steve Andrews Jr. by telephone at 850-439-0707.

Thank you for your cooperation with our permit program. The Corps' Jacksonville District Regulatory Division is committed to improving service to our customers. We strive to perform our duty in a friendly and timely manner while working to preserve our environment. We invite you to complete our automated Customer Service Survey at http://corpsmapu.usace.army.mil/cm_apex/f?p=regulatory_survey. Please be aware this Internet address is case sensitive; and, you will need to enter it exactly as it appears above. Your input is appreciated – favorable or otherwise.

Sincerely,

A handwritten signature in black ink, appearing to read "Steve Andrews Jr.", with a stylized flourish at the end.

Steve Andrews Jr.
Project Manager

Enclosures:

- General Conditions
- Transfer Request
- Commencement Notification
- Self-Certification
- JAXBO PDCs for All Projects
- JAXBO PDCs for Activity 2
- Standard Manatee Conditions
- Vessel Strike Avoidance Measures
- Dock Construction Guidelines

Copy Furnished:

- Oakhurst Environmental

GENERAL CONDITIONS
33 CFR PART 320-330

1. The time limit for completing the work authorized ends on the **dates identified in the letter.**
2. You must maintain the activity authorized by this permit in good condition and in conformance with the terms and conditions of this permit. You are not relieved of this requirement if you abandon the permitted activity, although you may make a good faith transfer to a third party in compliance with General Condition 4 below. Should you wish to cease to maintain the authorized activity or should you desire to abandon it without a good faith transfer, you must obtain a modification of this permit from this office, which may require restoration of the area.
3. If you discover any previously unknown historic or archeological remains while accomplishing the activity authorized by this permit, you must immediately notify this office of what you have found. We will initiate the Federal and state coordination required to determine if the remains warrant a recovery effort or if the site is eligible for listing in the National Register of Historic Places.
4. If you sell the property associated with this permit you must obtain the signature of the new owner in the space provided and forward a copy of the permit to this office to validate the transfer of this authorization.
5. If a conditioned water quality certification has been issued for your project, you must comply with the conditions specified in the certification as special conditions to this permit. For your convenience, a copy of the certification is attached if it contains such conditions.
6. You must allow a representative from this office to inspect the authorized activity at any time deemed necessary to ensure that it is being or has been accomplished in accordance with the terms and conditions of your permit.

DEPARTMENT OF THE ARMY PERMIT TRANSFER REQUEST

PERMIT NUMBER: SAJ-2020-04227 (RGP-SWA)

When the structures or work authorized by this permit are still in existence at the time the property is transferred, the terms and conditions of this permit will continue to be binding on the new owner(s) of the property. Although the construction period for works authorized by Department of the Army permits is finite, the permit itself, with its limitations, does not expire.

To validate the transfer of this permit and the associated responsibilities associated with compliance with its terms and conditions, have the transferee sign and date below and mail to the U.S. Army Corps of Engineers, Enforcement Section, P.O. Box 4970, Jacksonville, FL 32232-0019 or by electronic mail at saj-rd-enforcement@usace.army.mil

(TRANSFEREE-SIGNATURE)

(SUBDIVISION)

(DATE)

(LOT)

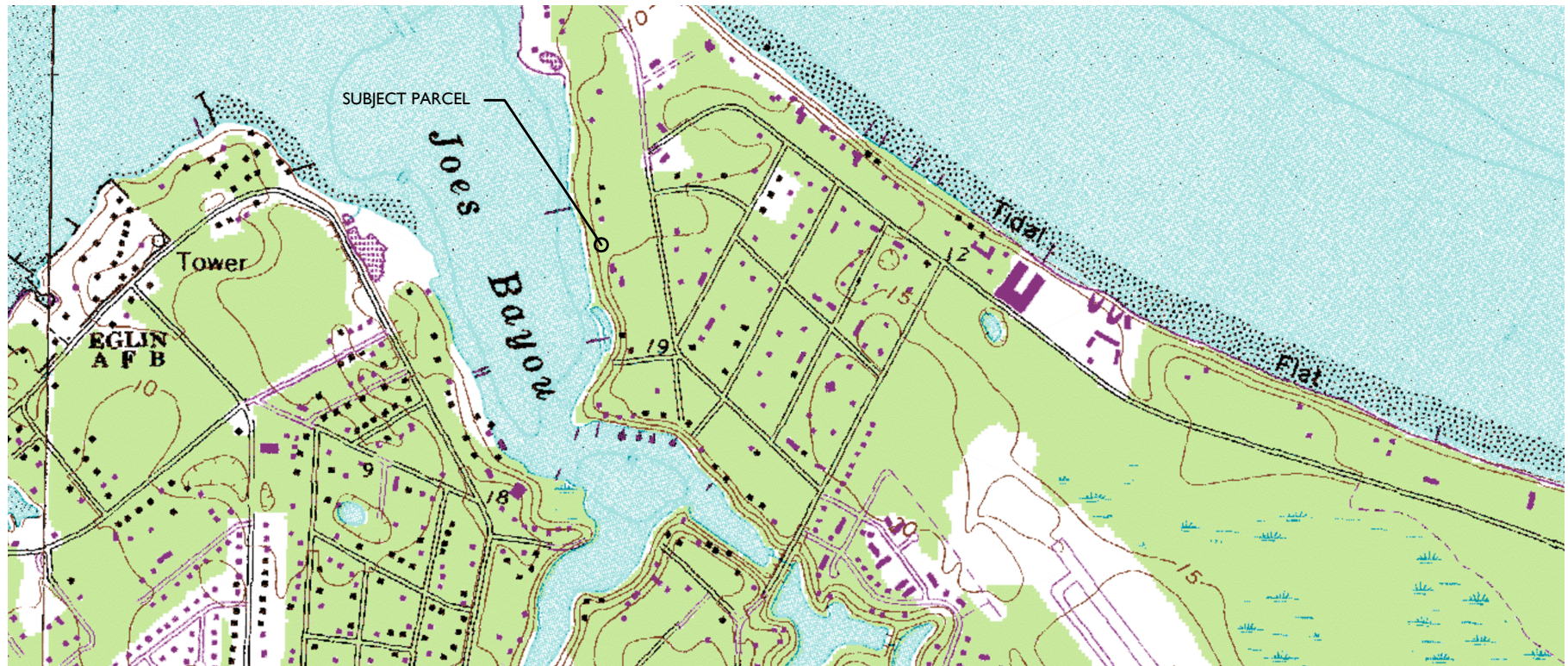
(BLOCK)

(NAME-PRINTED)

(STREET ADDRESS)

(MAILING ADDRESS)

(CITY, STATE, ZIP CODE)

PROPERTY INFO

PID: 00-2S-22-1320-0008-0000

SITUS: 781 BAYOU DRIVE

DESTIN, FL 32541

LAT: 30.411614

LONG: -86.487361

RECORD OWNER

WALL LANE J & LAUREN P

1220 DAUPHINE ST B

NEW ORLEANS, LA 70116

INDEX OF SHEETS

1- SITE LOCATION

2-EXISTING SITE CONDITIONS

3-PLAN VIEW DEPICTED ONTO AERIAL

4-PLAN VIEW

5-PLAN VIEW SSLL BOUNDARY

6-DOCK PROFILE (TYP.)

7-DOCK PROFILE & DETAILS (TYP.)

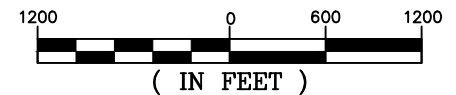
PROJECT NAME: 781 BAYOU DRIVE, WALL

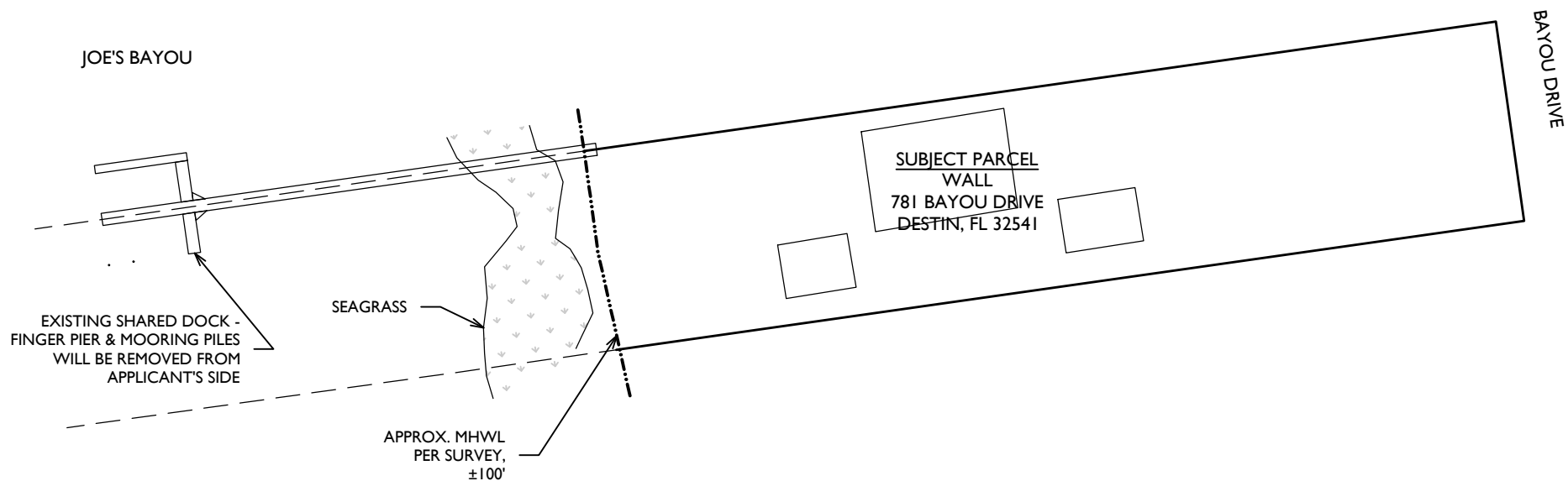
SITE LOCATION MAP & SHEET INDEX

PROJECT NO.: 20-065

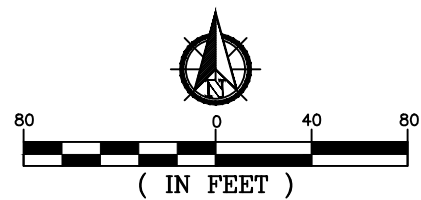
DRAWN BY: JAT DATE: 3/6/21

SHEET: 1 OF 7





PROJECT NAME: 781 BAYOU DRIVE, WALL	
EXISTING SITE CONDITIONS	
PROJECT NO.: 20-065	
DRAWN BY: JAT	DATE: 3/6/21
SHEET: 2 OF 7	





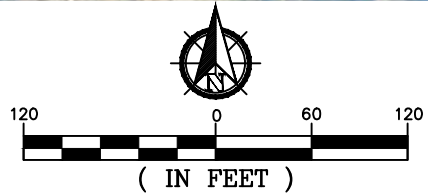
PROJECT NAME: 781 BAYOU DRIVE, WALL

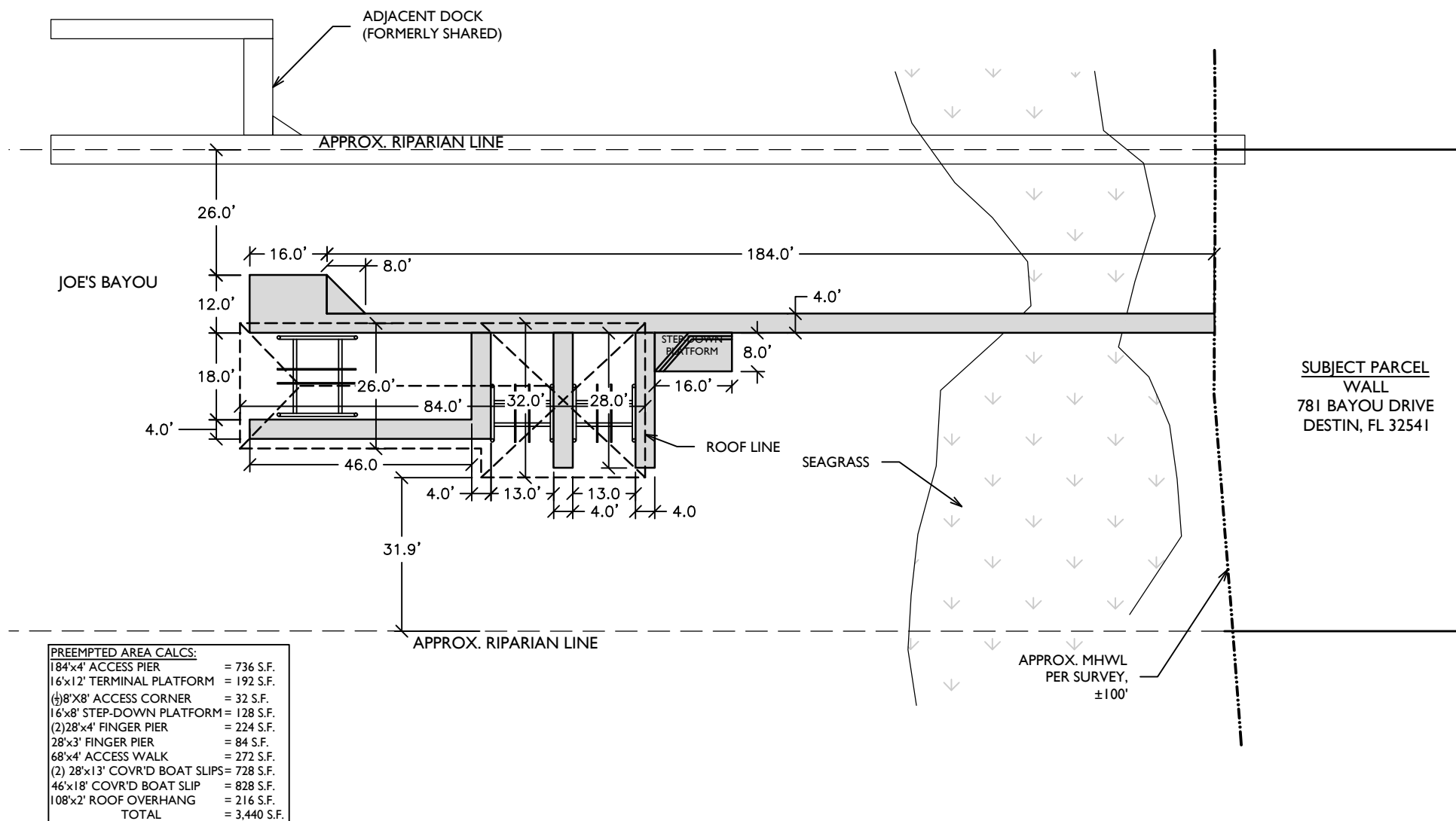
PLAN VIEW DEPICTED ONTO AERIAL

PROJECT NO.: 20-065

DRAWN BY: JAT DATE: 3/6/21

SHEET: 3 OF 7





PROJECT NAME: 781 BAYOU DRIVE, WALL

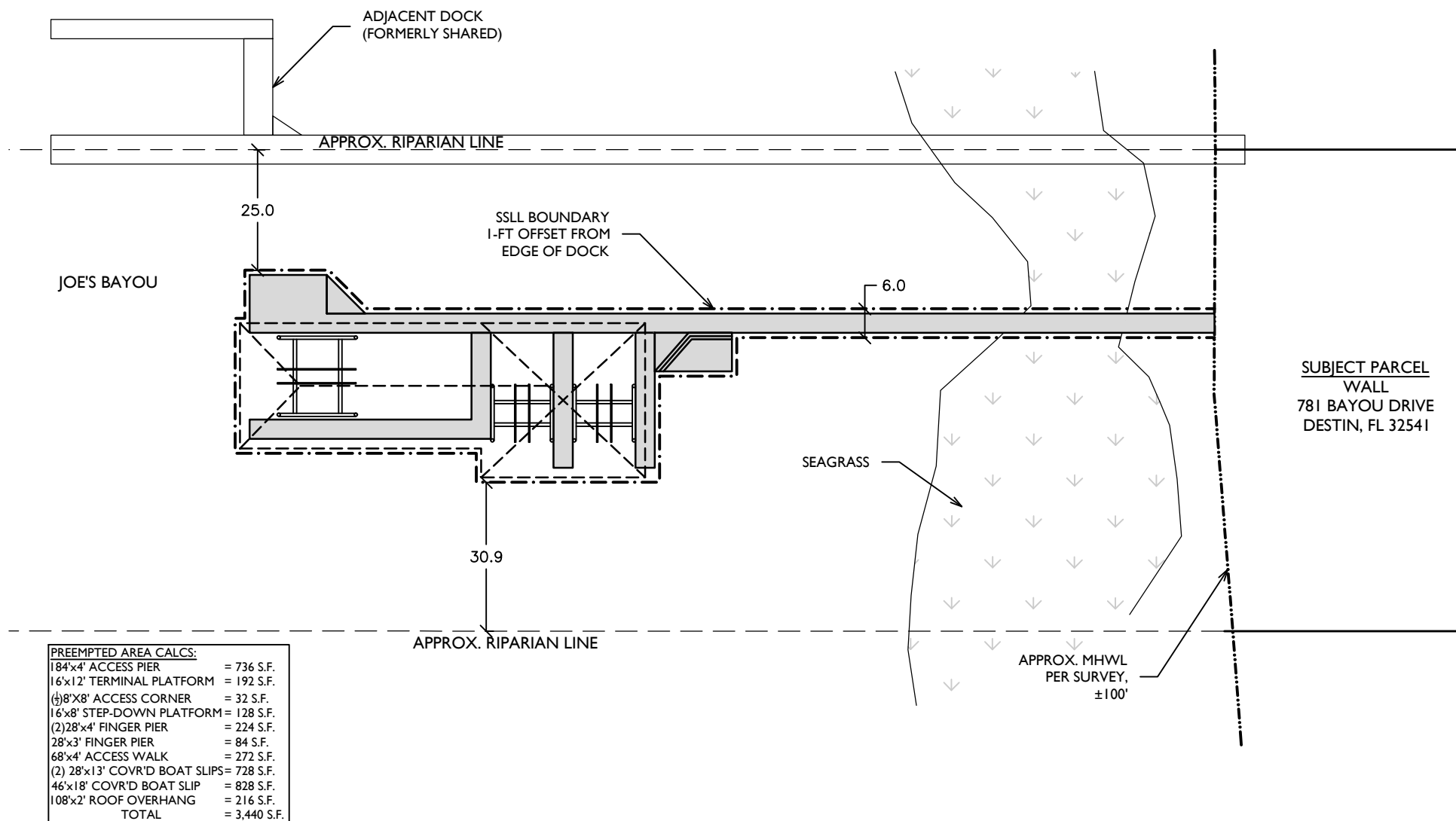
PLAN VIEW

PROJECT NO.: 20-065

DRAWN BY: JAT DATE: 3/6/21

SHEET: 4 OF 7





PROJECT NAME: 781 BAYOU DRIVE, WALL

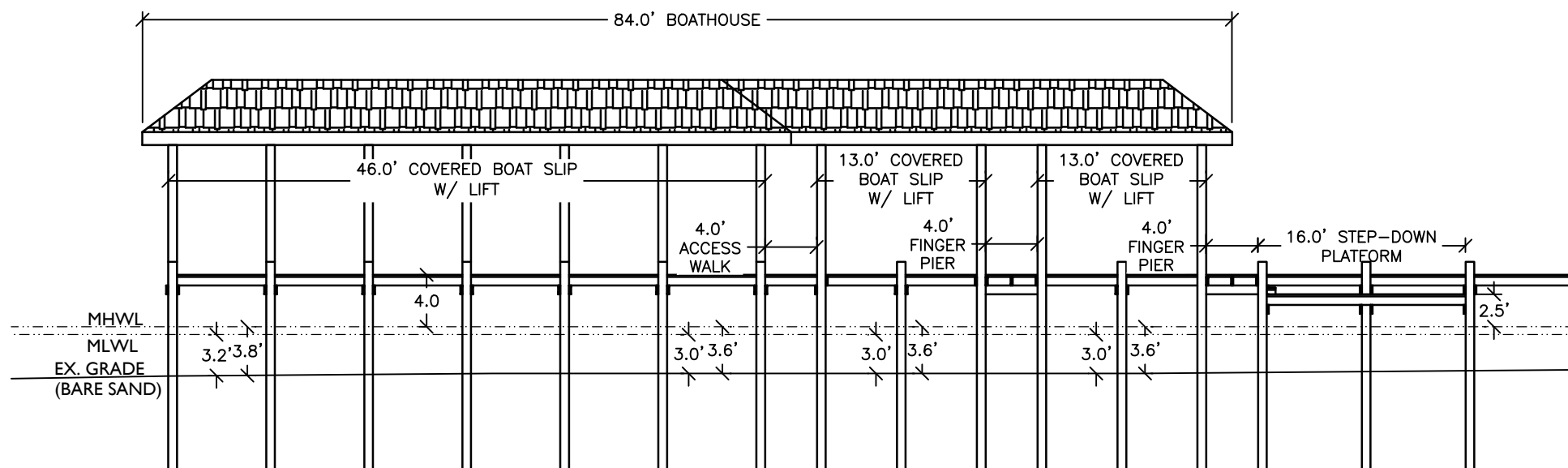
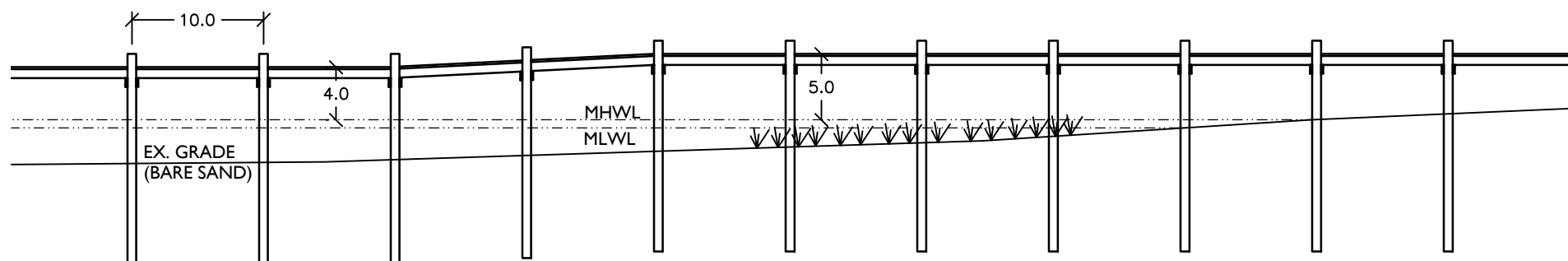
PLAN VIEW - SSLL BOUNDARY

PROJECT NO.: 20-065

DRAWN BY: JAT DATE: 3/6/21

SHEET: 5 OF 7





PROJECT NAME: 781 BAYOU DRIVE, WALL

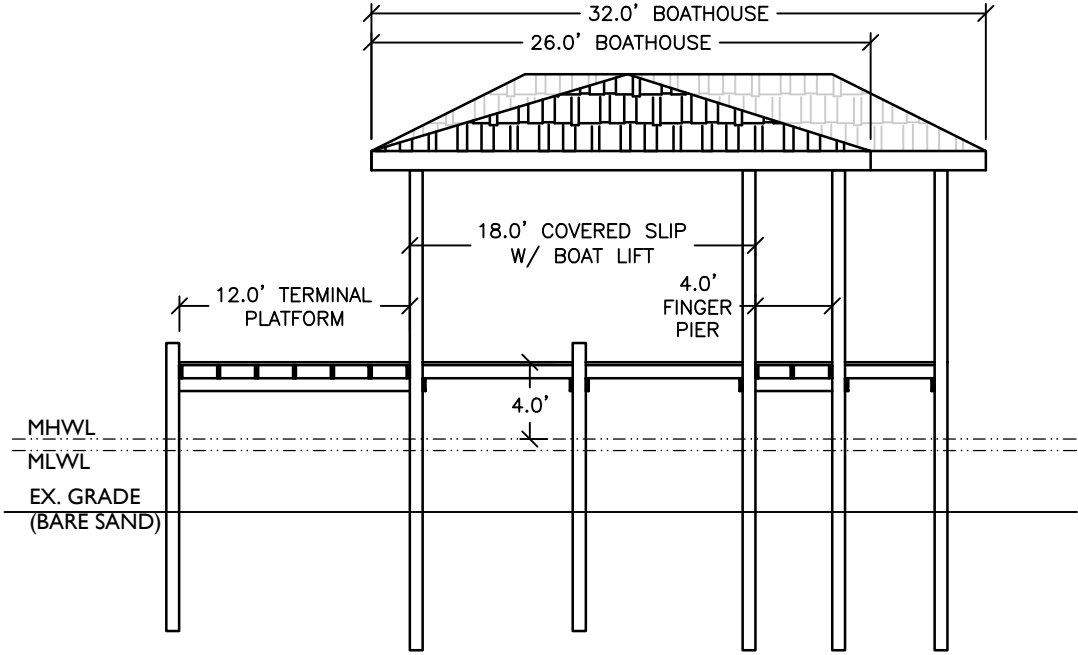
DOCK PROFILE (TYPICAL)

PROJECT NO.: 20-065

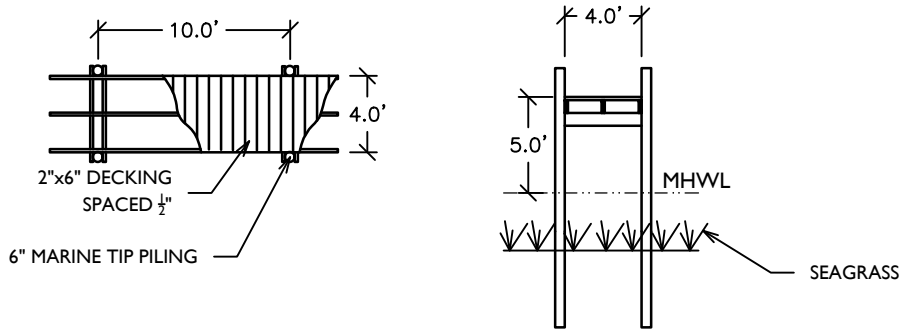
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SHEET: 6 OF 7



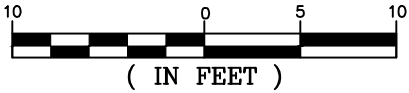


WATERWARD VIEW OF TERMINAL END OF DOCK (TYP.)



ACCESS PIER DETAILS OVER SEAGRASS (TYP.)

PROJECT NAME: 781 BAYOU DRIVE, WALL	
DOCK PROFILE & DETAILS (TYPICAL)	
PROJECT NO.: 20-065	
DRAWN BY: JAT	DATE: 3/6/21
SHEET: 7 OF 7	



COMMENCEMENT NOTIFICATION

*Within ten (10) days of initiating the authorized work, submit this form via electronic mail to saj-rd-enforcement@usace.army.mil (preferred, not to exceed 15 MB) **or** by standard mail to U.S. Army Corps of Engineers, Enforcement Section, P.O. Box 4970, Jacksonville, FL 32232-0019.*

1. Department of the Army Permit Number: SAJ-2020-04227 (RGP-SWA)

2. Permittee Information:

Name: _____

Email: _____

Address: _____

Phone: _____

3. Construction Start Date: _____

4. Contact to Schedule Inspection:

Name: _____

Email: _____

Phone: _____

Signature of Permittee

Printed Name of Permittee

Date

SELF-CERTIFICATION STATEMENT OF COMPLIANCE

*Within sixty (60) days of completion of the authorized work, submit this form via electronic mail to saj-rd-enforcement@usace.army.mil (preferred, not to exceed 15MB) **or** by standard mail to U.S. Army Corps of Engineers, Enforcement Section, P.O. Box 4970, Jacksonville, FL 32232-0019.*

1. **Department of the Army Permit Number:** SAJ-2020-04227 (RGP-SWA)
2. **Permittee Information:** Name: _____
Email: _____
Address: _____

Phone: _____
3. **Date Authorized Work Started:** _____ **Completed:** _____
4. **Contact to Schedule Inspection:** Name: _____
Email: _____
Phone: _____

5. **Description of Authorized Work (e.g. bank stabilization, fill placed within wetlands, docks, dredging, etc.):** _____

6. **Acreage or Square Feet of Impacts to Waters of the United States:** _____

7. **Describe Mitigation completed (if applicable):** _____

8. **Describe any Deviations from Permit (attach drawing(s) depicting the deviations):**

I certify that all work and mitigation (if applicable) was done in accordance with the limitations and conditions as described in the permit. Any deviations as described above are depicted on the attached drawing(s).

Signature of Permittee

Printed Name of Permittee

Date

Dated 9/18/2019

Project Design Criteria (PDCs) Applicable to All Projects

NOTE - You are required to comply with the following PDCs, which serve to address requirements pursuant to Section 7, Endangered Species Act (ESA) for those listed species and designated critical habitat under purview of the National Marine Fisheries Service Protected, Resources Division. These PDCs are taken from the Programmatic Biological Opinion (PBO) referred to as JaxBO. These criteria serve to address ESA requirements only, and additional conditions may be required to address other Federal laws, including the Magnuson-Stevens Fishery Conservation and Management Reauthorization Act. Authorization under this permit is conditional upon your compliance with all applicable PDCs, which are made part of this permit. You are reminded that you must complete the attached self-certification statement of compliance following completion of the authorized work. Your statement of compliance does not obviate the need to satisfy all PDCs, including those requirements (e.g., such as structural dimensions and educational signs) that are observable post-construction, and those requirements (e.g., construction methods or procedures to be followed) that are not observable post-construction. Please note that failure to comply with the applicable PDCs of this PBO, where a take of the listed species occurs, would constitute an unauthorized take, and it would also constitute noncompliance with this permit. The NMFS is the appropriate authority to determine compliance with the terms and conditions of this PBO.

AP.1. The applicant must agree to adhere to PDCs for *In-Water Activities* (provided below).

AP.2. All projects involving the installation of piles or sheet piles shall follow the PDCs for *In-Water Noise from Pile and Sheet Pile Installation* (Section 2.2). This Opinion does not cover projects that use seismic surveys, low frequency sonar, explosions, and seismic air guns.

AP.3. All projects proposed in or near areas with mangroves, seagrasses, corals, or hard bottom habitat must refer to PDCs for *Mangroves, Seagrasses, Corals, and Hard Bottom for All Projects* (provided below) to determine whether the project is covered under the Opinion and, if it is covered, to ensure it is sited, designated, and implemented following all of the PDCs in that section.

AP.4. For every project, the USACE must determine if the project is located within:

- a) Smalltooth sawfish critical habitat limited exclusion zones (Section 2.1.1.1)
- b) Gulf sturgeon critical habitat migratory restriction zones (Section 2.1.1.2)
- c) Atlantic sturgeon critical habitat exclusion zone (St. Marys River) (Section 2.1.1.3)
- d) North Atlantic right whale educational sign zones (Section 2.1.1.4)
- e) U.S. Caribbean sea turtle critical habitat restriction zones (Section 2.1.1.5)
- f) Bryde's whale exclusion zone (Section 2.1.1.6)

Where the activity is excluded from the Opinion within a particular zone, the application must be processed under a separate consultation. Where additional restrictions apply to activities within that zone, the USACE or other authorizing entity must ensure that the project meets the requirements for that zone.

AP.5. This Opinion only covers new construction (i.e., installation, repair, replacement) and does not apply to after-the-fact consultations or enforcement actions handled by the Corps.

AP.6. All activities must be completed during daylight hours.

Project Design Criteria (PDCs) for In-Water Activities

AP.7. Education and Observation: The permittee must ensure that all personnel associated with the project are instructed about the potential presence of species protected under the ESA and the Marine Mammal Protection Act (MMPA). All on-site project personnel are responsible for observing water-related activities for the presence of protected species. All personnel shall be advised that there are civil and criminal penalties for harming, harassing, or killing ESA-listed species or marine mammals. To determine which species may be found in the project area, please review the relevant Protected Species List at:

http://sero.nmfs.noaa.gov/protected_resources/section_7/threatened_endangered/index.html

AP.8. Reporting Interactions with Protected Species:

- a) Any collision(s) with and/or injury to any sea turtle, sawfish, whale, or sturgeon occurring during the construction of a project, shall be reported immediately to NMFS's Protected Resources Division (PRD) at (1-727-824-5312) or by email to: takereport.nmfs@noaa.gov and SAJ-RD-Enforcement@usace.army.mil.
- b) Smalltooth sawfish: Report sightings to 1-844-SAWFISH or email: Sawfish@MyFWC.com
- c) Sturgeon: Report dead sturgeon to 1-844-STURG 91 (1-844-788-7491) or email: nmfs.ser.sturgeonnetwork@noaa.gov
- d) Sea turtles and marine mammals: Report stranded, injured, or dead animals to 1-877-WHALE HELP (1-877-942-5343).
- e) North Atlantic right whale: Report injured, dead, or entangled right whales to the USCG via VHF Channel 16.

AP.9. Vessel Traffic and Construction Equipment: All vessel operators must watch for and avoid collision with species protected under the ESA and MMPA. Vessel operators must avoid potential interactions with protected species and operate in accordance with the following protective measures:

- a) *Construction Equipment*:
 - i) All vessels associated with the construction project shall operate at "Idle Speed/No Wake" at all times while operating in water depths where the draft of the vessel provides less than a 4-foot (ft) clearance from the bottom, and in all depths after a protected species has been observed in and has departed the area.
 - ii) All vessels will follow marked channels and/or routes using the maximum water depth whenever possible.
 - iii) Operation of any mechanical construction equipment, including vessels, shall cease immediately if a listed species is observed within a 50-ft radius of construction equipment and shall not resume until the species has departed the area of its own volition.
 - iv) If the detection of species is not possible during certain weather conditions (e.g., fog, rain, wind), then in-water operations will cease until weather conditions improve and detection is again feasible.

- b) *All Vessels:*
- i) Sea turtles: Maintain a minimum distance of 150 ft.
 - ii) North Atlantic right whale: Maintain a minimum 1,500-ft distance (500 yards).
 - iii) Vessels 65 ft in length or longer must comply with the Right Whale Ship Strike Reduction Rule (50 CFR 224.105) which includes reducing speeds to 10 knots or less in Seasonal Management Areas (<http://www.fisheries.noaa.gov/pr/shipstrike/>).
 - iv) Mariners shall check various communication media for general information regarding avoiding ship strikes and specific information regarding right whale sightings in the area. These include NOAA weather radio, USCG NAVTEX broadcasts, and Notices to Mariners.
 - v) Marine mammals (i.e., dolphins, whales [other than North Atlantic right whales], and porpoises): Maintain a minimum distance of 300 ft.
 - vi) When these animals are sighted while the vessel is underway (e.g., bow-riding), attempt to remain parallel to the animal's course. Avoid excessive speed or abrupt changes in direction until they have left the area.
 - vii) Reduce speed to 10 knots or less when mother/calf pairs or groups of marine mammals are observed, when safety permits.

- AP.10. Turbidity Control Measures during Construction:** Turbidity must be monitored and controlled. Prior to initiating any of the work covered under this Opinion, the Permittee shall install turbidity curtains as described below. In some instances, the use of turbidity curtains may be waived by the USACE project manager if the project is deemed too minimal to generate turbidity (e.g., certain ATON installation, scientific survey device placement, marine debris removal) or if the current is too strong for the curtains to stay in place. Turbidity curtains specifications:
- a) Install floating turbidity barriers with weighted skirts that extend to within 1 ft of the bottom around all work areas that are in, or adjacent to, surface waters.
 - b) Use these turbidity barriers throughout construction to control erosion and siltation and ensure that turbidity levels within the project area do not exceed background conditions.
 - c) Position turbidity barriers in a way that does not block species' entry to or exit from designated critical habitat.
 - d) Monitor and maintain turbidity barriers in place until the authorized work has been completed and the water quality in the project area has returned to background conditions.
 - e) In the range of ESA-listed corals (St. Lucie Inlet, Martin County south to the Dry Tortugas and the U.S. Caribbean) and Johnson's seagrass (Turkey Creek/Palm Bay south to central Biscayne Bay in the lagoon systems on the east coast of Florida):
 - i. Projects that include upland earth moving (e.g., grading to install a building or parking lot associated with a dock and seawall project), must install sediment control barriers to prevent any upland sediments from reaching estuarine or marine waters.
 - ii. The turbidity curtain requirement cannot be waived for any project that moves or removes sediment (e.g., dredging, auger to create a pile, trenching to install a cable

line). If turbidity curtains are not feasible in an area based on site conditions such as water current, high wave action, or stormy conditions, the project must undergo individual Section 7 consultation and is not covered under this Programmatic Opinion.

AP.11. Entanglement: All turbidity curtains and other in-water equipment must be properly secured with materials that reduce the risk of entanglement of marine species (described below). Turbidity curtains likewise must be made of materials that reduce the risk of entanglement of marine species.

- a) In-water lines (rope, chain, and cable, including the lines to secure turbidity curtains) must be stiff, taut, and non-looping. Examples of such lines are heavy metal chains or heavy cables that do not readily loop and tangle. Flexible in-water lines, such as nylon rope or any lines that could loop or tangle, must be enclosed in a plastic or rubber sleeve/tube to add rigidity and prevent the line from looping and tangling. In all instances, no excess line is allowed in the water.
- b) Turbidity curtains and other in-water equipment must be placed in a manner that does not entrap species within the construction area or block access for them to navigate around the construction area.

Project Design Criteria (PDCs) Specific to Activity 2 for Pile-Supported Structures and Anchored Buoys

A2.1. Activities covered by this Opinion include the installation, repair, replacement, and removal of structures as described below:

- A2.1.1. The pile-supported and anchored structures included in this Opinion are: docks and piers, boatlifts, mooring piles and dolphin piles associated with docks/piers; ATONs and PATONs; floating docks; pile-supported chickees (i.e., small, back-country, over-water, pile-supported, primitive camping shelters); boardwalks (as long as they are designed and clearly marked to prohibit fishing and vessel mooring); mooring fields and buoys; and other minor pile-supported structures. This does not include structures that support large commercial vessels including ferries, tankers, and cargo ships such as ferry terminals and large ports.
- A2.1.2. Pile-supported docks/piers for a single-family residential lot are limited to 4 slips for motorized vessels. Slips for non-motorized vessels (e.g., kayak, canoe, and paddleboard) and associated launching areas do not count toward the total slip number.
- A2.1.3. Pile-supported structures for marinas, multi-family facilities (e.g., condo complexes, trailer parks, subdivisions when the homeowners association owns and controls the in-water structures). Docks and piers for multi-family residential properties (e.g., condos, trailer parks, apartment complexes), and marinas are limited to a maximum of 50 total slips (i.e., combination of wet and dry slips for existing plus proposed slips).
- A2.1.4. Anchored buoys and temporary pile-supported structures associated with marine events. Upon completion of the event, these structures must be removed and, to the maximum extent practical, the site must be restored to pre-construction elevations. Water depths in the area of marine events must be deep enough to support at least 5 ft of water depth under the keel of a vessel and between the keel of a vessel and ESA-listed coral colonies when transiting to the mooring areas. There is no limit on the number of vessel slips allowed for temporary structures associated marine events such as boat shows.
- A2.1.5. Mooring fields are limited to a maximum of 50 motorized vessels (there is no limit on the number of non-motorized vessels).
- A2.1.6. All pile-supported structures constructed must comply with PDC 2.17 for *Docks or Other Minor Structures Constructed in Florida Under this Opinion* (see below).

The following PDCs apply to all the activities described in PDC A2.1 above:

A2.2. For commercial, multi-family, or public facilities, and marine events, signs must be posted in a visible location(s), alerting users of listed species in the area susceptible to vessel strikes and hook-and-line captures. The most current version of the signs that must be downloaded and sign installation guidance are available at:

(http://sero.nmfs.noaa.gov/protected_resources/section_7/protected_species_educational_signs/index.html). The signs required to be posted by area are stated below:

- A2.2.1. All projects in Florida shall use the Save Sea Turtle, Sawfish, and Dolphin sign. These signs shall include contact information to the sea turtle and marine

- mammal stranding networks and smalltooth sawfish encounter database.
- A2.2.2. Projects within the North Atlantic right whale educational sign zone (as defined in Section 2.1.1.4) shall post the Help Protect North Atlantic Right Whales sign.
- A2.2.3. On the east coast of Florida, projects located within the St. John's River and those occurring north of the St. Johns River to the Florida-Georgia line shall post the Report Sturgeon sign. On the west coast of Florida, projects occurring from the Cedar Key, Florida north to the Florida-Alabama line.
- A2.2.4. We are still developing the signs to be used in the U.S. Caribbean. Once developed, those signs will be included at the website above.

A2.3. For commercial, multi-family, or public facilities, monofilament recycling bins must be provided at the docking facility to reduce the risk of turtle or sawfish entanglement in, or ingestion of, marine debris. Monofilament recycling bins must:

- A2.3.1. Be constructed and labeled according to the instructions provided at <http://mrrp.myfwc.com>.
- A2.3.2. Be maintained in working order and emptied frequently (according to <http://mrrp.myfwc.com> standards) so that they do not overflow.

A2.4. For any dock project (new construction, repair, or replacement) at a private residence located within 11 nautical miles of North Atlantic right whale critical habitat (as measured in a radius from the center of the nearest inlet to open ocean and described in Section 2.1.1.4), the property owner will be provided a handout with their USACE permit describing the presence of North Atlantic right whales in the area and the Federal regulations governing the approach to North Atlantic right whales (Appendix C).

A2.5. ATONs and PATONs must be approved by and installed in accordance with the requirements of the USCG (see 33 CFR, chapter I, subchapter C, part 66 and RHA Section 10 and any other pertinent requirements).

A2.6. Chickees must be less than 500 ft² and support no more than 2 slips.

A2.7. No activities associated with municipal or commercial fishing piers are covered under this Opinion.

A2.8. Docks installed within visible distance of ocean beaches are required to comply with turtle-friendly lighting, if lighting is necessary to the project. Turtle-friendly lighting is explained and examples are provided on the Florida Fish and Wildlife Conservation Commission website:
<http://myfwc.com/wildlifehabitats/managed/sea-turtles/lighting/>

A2.9. Project construction will take place from uplands or from floating equipment (e.g., barge); prop or wheel-washing is prohibited.

STANDARD MANATEE CONDITIONS FOR IN-WATER WORK

2011

The permittee shall comply with the following conditions intended to protect manatees from direct project effects:

- a. All personnel associated with the project shall be instructed about the presence of manatees and manatee speed zones, and the need to avoid collisions with and injury to manatees. The permittee shall advise all construction personnel that there are civil and criminal penalties for harming, harassing, or killing manatees which are protected under the Marine Mammal Protection Act, the Endangered Species Act, and the Florida Manatee Sanctuary Act.
- b. All vessels associated with the construction project shall operate at "Idle Speed/No Wake" at all times while in the immediate area and while in water where the draft of the vessel provides less than a four-foot clearance from the bottom. All vessels will follow routes of deep water whenever possible.
- c. Siltation or turbidity barriers shall be made of material in which manatees cannot become entangled, shall be properly secured, and shall be regularly monitored to avoid manatee entanglement or entrapment. Barriers must not impede manatee movement.
- d. All on-site project personnel are responsible for observing water-related activities for the presence of manatee(s). All in-water operations, including vessels, must be shutdown if a manatee(s) comes within 50 feet of the operation. Activities will not resume until the manatee(s) has moved beyond the 50-foot radius of the project operation, or until 30 minutes elapses if the manatee(s) has not reappeared within 50 feet of the operation. Animals must not be herded away or harassed into leaving.
- e. Any collision with or injury to a manatee shall be reported immediately to the Florida Fish and Wildlife Conservation Commission (FWC) Hotline at 1-888-404-3922. Collision and/or injury should also be reported to the U.S. Fish and Wildlife Service in Jacksonville (1-904-731-3336) for north Florida or Vero Beach (1-772-562-3909) for south Florida, and to FWC at ImperiledSpecies@myFWC.com



Vessel Strike Avoidance Measures and Reporting for Mariners NOAA Fisheries Service, Southeast Region

Background

The National Marine Fisheries Service (NMFS) has determined that collisions with vessels can injure or kill protected species (e.g., endangered and threatened species, and marine mammals). The following standard measures should be implemented to reduce the risk associated with vessel strikes or disturbance of these protected species to discountable levels. NMFS should be contacted to identify any additional conservation and recovery issues of concern, and to assist in the development of measures that may be necessary.

Protected Species Identification Training

Vessel crews should use an Atlantic and Gulf of Mexico reference guide that helps identify protected species that might be encountered in U.S. waters of the Atlantic Ocean, including the Caribbean Sea, and Gulf of Mexico. Additional training should be provided regarding information and resources available regarding federal laws and regulations for protected species, ship strike information, critical habitat, migratory routes and seasonal abundance, and recent sightings of protected species.

Vessel Strike Avoidance

In order to avoid causing injury or death to marine mammals and sea turtles the following measures should be taken when consistent with safe navigation:

1. Vessel operators and crews shall maintain a vigilant watch for marine mammals and sea turtles to avoid striking sighted protected species.
2. When whales are sighted, maintain a distance of 100 yards or greater between the whale and the vessel.
3. When sea turtles or small cetaceans are sighted, attempt to maintain a distance of 50 yards or greater between the animal and the vessel whenever possible.
4. When small cetaceans are sighted while a vessel is underway (e.g., bow-riding), attempt to remain parallel to the animal's course. Avoid excessive speed or abrupt changes in direction until the cetacean has left the area.
5. Reduce vessel speed to 10 knots or less when mother/calf pairs, groups, or large assemblages of cetaceans are observed near an underway vessel, when safety permits. A single cetacean at the surface may indicate the presence of submerged animals in the vicinity; therefore, prudent precautionary measures should always be exercised. The vessel shall attempt to route around the animals, maintaining a minimum distance of 100 yards whenever possible.

6. Whales may surface in unpredictable locations or approach slowly moving vessels. When an animal is sighted in the vessel's path or in close proximity to a moving vessel and when safety permits, reduce speed and shift the engine to neutral. Do not engage the engines until the animals are clear of the area.

Additional Requirements for the North Atlantic Right Whale

1. If a sighted whale is believed to be a North Atlantic right whale, federal regulation requires a minimum distance of 500 yards be maintained from the animal (50 CFR 224.103 (c)).
2. Vessels entering North Atlantic right whale critical habitat are required to report into the Mandatory Ship Reporting System.
3. Mariners shall check with various communication media for general information regarding avoiding ship strikes and specific information regarding North Atlantic right whale sighting locations. These include NOAA weather radio, U.S. Coast Guard NAVTEX broadcasts, and Notices to Mariners. Commercial mariners calling on United States ports should view the most recent version of the NOAA/USCG produced training CD entitled "A Prudent Mariner's Guide to Right Whale Protection" (contact the NMFS Southeast Region, Protected Resources Division for more information regarding the CD).
4. Injured, dead, or entangled right whales should be immediately reported to the U.S. Coast Guard via VHF Channel 16.

Injured or Dead Protected Species Reporting

Vessel crews shall report sightings of any injured or dead protected species immediately, regardless of whether the injury or death is caused by your vessel.

Report marine mammals to the Southeast U.S. Stranding Hotline: 877-433-8299

Report sea turtles to the NMFS Southeast Regional Office: 727-824-5312

If the injury or death of a marine mammal was caused by a collision with your vessel, responsible parties shall remain available to assist the respective salvage and stranding network as needed. NMFS' Southeast Regional Office shall be immediately notified of the strike by email (takereport.nmfs@noaa.gov) using the attached vessel strike reporting form.

For additional information, please contact the Protected Resources Division at:

NOAA Fisheries Service
Southeast Regional Office

263 13th Avenue South
St. Petersburg, FL 33701

Tel: (727) 824-5312

Visit us on the web at <http://sero.nmfs.noaa.gov>



**Construction Guidelines in Florida for Minor Piling-Supported Structures Constructed in
or over Submerged Aquatic Vegetation (SAV), Marsh or Mangrove Habitat
U.S. Army Corps of Engineers/National Marine Fisheries Service
November 2017**

Submerged Aquatic Vegetation:

1. Avoidance. The piling-supported structure shall be aligned so as to minimize the size of the footprint over SAV beds.
2. The height of piling-supported structure shall be a minimum of 5 feet above MHW/OHW as measured from the top surface of the decking.
3. The width of the piling-supported structure is limited to a maximum of 4 feet. A turnaround area is allowed for piling-supported structures greater than 200 feet in length. The turnaround is limited to a section of the piling-supported structure no more than 10 feet in length and no more than 6 feet in width. The turnaround shall be located at the midpoint of the piling-supported structure.
4. Over-SAV bed portions of the piling-supported structure shall be oriented in a north-south orientation to the maximum extent that is practicable.
5. a. If possible, terminal platforms shall be placed in deep water, waterward of SAV beds or in an area devoid of SAV beds.

b. If a terminal platform is placed over SAV areas and constructed of grated decking, the total size of the platform shall be limited to 160 square feet. The grated deck material shall conform to the specifications stipulated below. The configuration of the platform shall be a maximum of 8 feet by 20 feet. A minimum of 5 feet by 20 feet shall conform to the 5-foot height requirement; a 3 feet by 20 feet section may be placed 3 feet above MHW to facilitate boat access. The long axis of the platform should be aligned in a north-south direction to the maximum extent that is practicable.

c. If the terminal platform is placed over SAV areas and constructed of planks, the total size of the platform shall be limited to 120 square feet. The configuration of the platform shall be a maximum of 6 feet by 20 feet of which a minimum 4-foot wide by 20-foot long section shall conform to the 5-foot height requirement. A section may be placed 3 feet above MHW to facilitate boat access. The 3 feet above MHW section shall be cantilevered. The long axis of the platform should be aligned in a north-south direction to the maximum extent that is practicable. If the 3 feet above MHW section is constructed with grating material, it may be 3 feet wide.
6. One uncovered boat lift area is allowed. A narrow catwalk (2 feet wide if planks are used, 3 feet wide if grating is used) may be added to facilitate boat maintenance along the outboard side of the boat lift and a 4-foot wide walkway may be added along the stern end of the boat lift, provided all such walkways are elevated 5 feet above MHW. The catwalk shall be cantilevered from the outboard mooring pilings (spaced no closer than 10 feet apart).
7. Pilings shall be installed in a manner which will not result in the formation of sedimentary deposits("donuts" or "halos") around the newly installed pilings. Pile driving is the preferred method of installation, but jetting with a low pressure pump may be used.
8. The spacing of pilings through SAV beds shall be a minimum of 10 feet on center.
9. The gaps between deckboards shall be a minimum of ½ inch.

October 2002 - Grid Specifications and Suppliers Section modified to add an additional vendor of materials.

February 2003 – Manufacturer name changed from ChemGrate to FiberGrate

May 2003 - The terms dock and pier were removed and replaced by the term piling-supported structure, to clarify our intent.

March 2008 – Added requirement for 43% open space in grids; added additional manufacturer of grating.

November 2017 – Manufacturer of grated material updated to include Voyager Industries.

Marsh:

1. The piling-supported structure shall be aligned so as to have the smallest over-marsh footprint as practicable.
2. The over-marsh portion of the piling-supported shall be elevated to at least 4 feet above the marsh floor.
3. The width of the piling-supported is limited to a maximum of 4 feet. Any exceptions to the width must be accompanied by an equal increase in height requirement.

Mangroves.

1. The width of the piling-supported structure is limited to a maximum of 4 feet.
2. Mangrove clearing is restricted to the width of the piling-supported structure.
3. The location and alignment of the piling-supported structure should be through the narrowest area of the mangrove fringe.

Grid Specifications and Suppliers

The following information does not constitute a U.S. Army Corps of Engineers endorsement or advertisement for any particular provider and is provided only as an example for those interested in obtaining these materials for piling-supported structure construction. Light-transmitting materials are made of various materials shaped in the form of grids, grates, lattices, etc., to allow the passage of light through the open spaces. **All light-transmitting materials used in construction for minor piling-supported structures shall have a minimum of forty-three (43) percent open space.**

A type of fiberglass grate panel is manufactured by SeaSafe (Lafayette, LA; phone: 1-800-326-8842) and FiberGrate (1-800-527-4043). A type of plastic grating is manufactured by ThruFlow Interlocking Panels (1-888-478-3569). Plastic grate panels are also distributed by Southern Pine Lumber Company (Stuart, FL; 772-692-2300). Grated panels can be obtained from Titan Deck/Voyager Industries (Brandon, MN; 877-207-4136; www.titandeck.net). Panels are available in a variety of sizes and thicknesses. For safety, the grate should contain an anti-slip texture which is integrally molded into the top surface. The manufacturer or local distributor should be consulted to ensure that the load-bearing capacity of the selected product is sufficient to support the intended purpose. Contact the manufacturer(s) for product specifications and a list of regional distributors.

October 2002 - Grid Specifications and Suppliers Section modified to add an additional vendor of materials.

February 2003 – Manufacturer name changed from ChemGrate to FiberGrate

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**Construction Guidelines in Florida for Minor Piling-Supported Structures Constructed in or over Submerged Aquatic Vegetation (SAV), Marsh or Mangrove Habitat
U.S. Army Corps of Engineers/National Marine Fisheries Service—August 2001**



Means manufactured with a minimum of
43% open space.

MIDPOINT TURNAROUND

Only for docks over 200-feet long.

No roof.

Vessel should be stored as high above MHW as possible .

Allowed if lift constructed.
May be less than 4-feet wide
if longer slip is needed.

MINIMUM HEIGHT —
No less than 5-feet above MHW

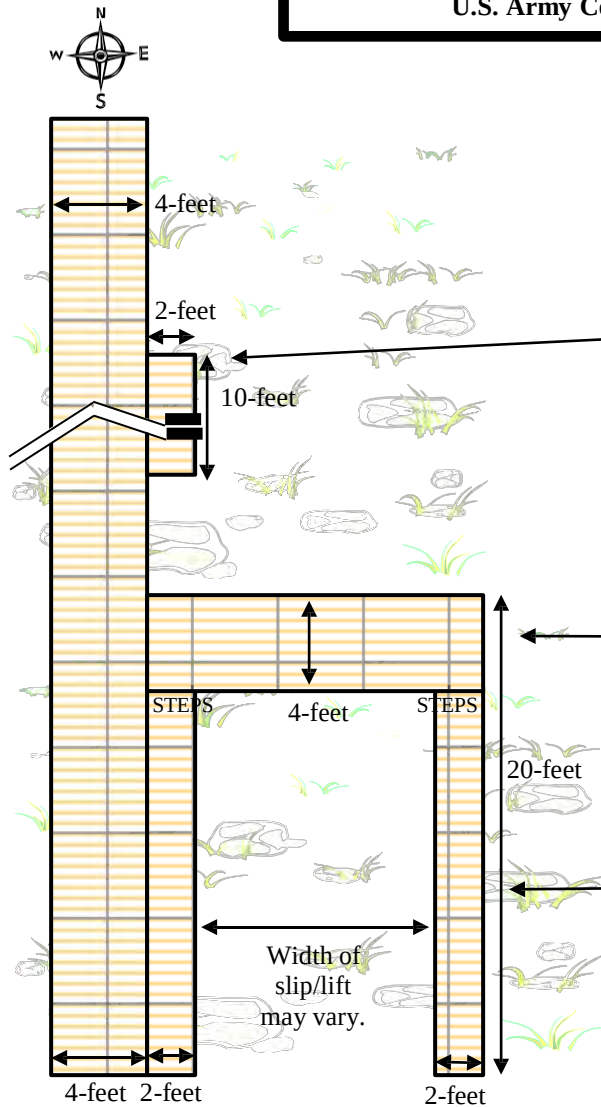
— ACCESS CATWALKS —
3-feet wide if grated decking.
3-feet above MHW to facilitate
boat access.
Cantilevered off main structures;
no additional pilings.



- Not to scale.
- All widths are maximum dimension.
- All heights are minimum dimension.
- Piling supported structures over SAV should be oriented north-south to the extent practicable.
- MHW = mean high water

DOCK EXAMPLE — WOOD P LANK TERMINAL PLATFORM

Construction Guidelines in Florida for Minor Piling-Supported Structures Constructed in or over Submerged Aquatic Vegetation (SAV), Marsh or Mangrove Habitat
U.S. Army Corps of Engineers/National Marine Fisheries Service—August 2001



OVERHEAD PLAN VIEW

The gaps between deckboards shall be a minimum of 1/2 inch.

Spacing of pilings through SAV beds shall be a minimum of 10-feet on center.

MIDPOINT TURNAROUND
 Only for docks over 200-feet long.

LIFT ONLY
 No roof.
 Vessel should be stored as high above MHW as possible.

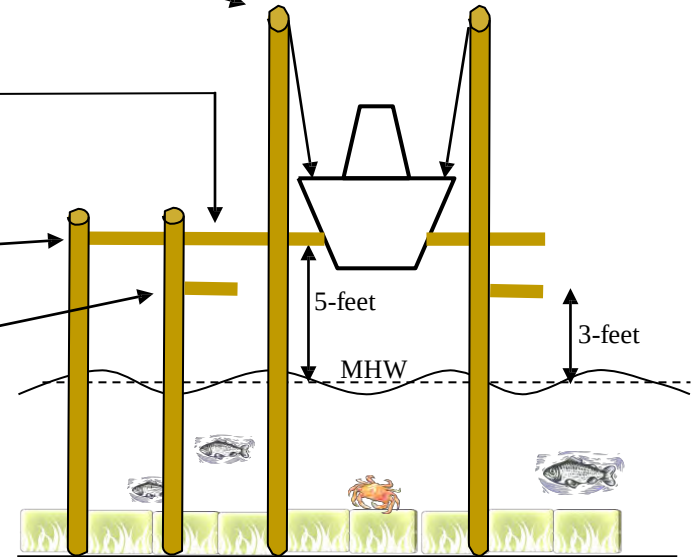
STERN WALKWAY
 Allowed if lift constructed.
 May be less than 4-feet wide if longer slip is needed.

MINIMUM HEIGHT
 No less than 5-feet above MHW

ACCESS CATWALKS
 2-feet wide if wood decking.
 3-feet above MHW to facilitate boat access.
 Cantilevered off main structures; no additional pilings.

NOTES:

- Not to scale.
- All widths are maximum dimension.
- All heights are minimum dimension.
- Piling supported structures over SAV should be oriented north-south to the extent practicable.
- MHW = mean high water



FRONT PLAN VIEW

VER: 201407

CITY OF DESTIN – COMMUNITY DEVELOPMENT



AGENDA ITEM

MEETING DATE: October 25, 2021

BOARD/COMMITTEE: Harbor & Waterways Board

TYPE OF AGENDA ITEM: Action Item

OUTLINE NUMBER: 4.A.

TO: Harbor & Waterways Board

THRU: Louis Zunguze, Community Development Director
Kyle Bauman, City Attorney
Steve O'Connor, Principal Planner

FROM: Tunazzina Alam, Planner

DATE: October 18, 2021

SUBJECT: Single-Family Residential Marine Construction Proposed at 781 Bayou Drive

I. BACKGROUND: The contractor has submitted a permit for one (1) 241' x 4' access pier, one (1) 16' x 6' access walk, one (1) 40' x 4' finger pier, one (1) 40' x 14' covered slip with lift, one (1) 46' x 17' covered slip with lift, one (1) 122' x 2' roof overhang, comprising ±2,584 square feet.

The applicant requests Harbor and Waterways Board approval for a marine construction project located at 781 Bayou Drive, located within Joe's Bayou, a Class III Florida Waters.

II. DISCUSSION: The proposed marine construction project meets the requirements of **Article 11.05.00, City of Destin Land Development Code**, in addition, to including the required 25-foot riparian setback. It is worth noting that the drawings submitted to the City were inconsistent with the drawings that were submitted to the Florida Department of Environmental Protection (FDEP) and United States Army Corps of Engineers (USACE). Prior to or simultaneous with the submittal of a building permit application, the applicant must provide the City with approval from FDEP and USACE, consistent with the plans reviewed by the City.

COMPREHENSIVE PLAN CONSISTENCY: The proposed marine construction project is consistent with Coastal Management Element Goal 6-1, Coastal Management Element Objective 6-1.1, and Coastal Management Element Policy 6-1.1.3: Protect Coastal and Estuarine Environmental Quality and the Shoreline.

A. Link to Strategic Goals / Objectives:

- 1) Enhance Quality of Life

2) Enhance and Preserve Heritage and Environment.

B. Effect on Budget (EOB): There is no anticipated effect on the budget.

C. Level of Service (LOS): N/A

III. CONCLUSION: The contractor provided a Florida Department of Environmental Protection (FDEP) receipt of submittal. City staff reviewed the application and determined that the plans comply with City Codes and regulations, provided the previously mentioned inconsistencies. Specifically, the proposed dock complies with *Article 11.05.01.M., City of Destin Land Development Code*, and the Coastal Management Element of the City's Comprehensive Plan (*Coastal Management Element Policy 6-1.1.3*).

STAFF RECOMMENDATION: Staff recommends approval of a single-family marine construction project proposed at 781 Bayou Dr, consisting of one access pier, one access walk, one finger pier, two covered slips with a lift, and one roof overhang, comprising ±2,584 square feet, subject to the applicant meeting all applicable City permit requirements and with the condition that the applicant provide the City with approval from FDEP and USACE, consistent with the plans reviewed by the City at the time of building permit application.

IV. RECOMMENDED MOTION: I move that the Harbor & Waterways Board recommend City Council approval of a single-family marine construction project located at 781 Bayou Drive, subject to the applicant meeting all applicable City permit requirements and with the following condition:

- 1) The applicant provides the City with approval from FDEP and USACE, consistent with the plans reviewed by the City at the time of building permit application.

Attachments:

1. A. Proposed Permit Drawings
2. B. FDEP Receipt of Submittal
3. C. USACE Permit

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: November 15, 2021

TYPE OF AGENDA ITEM: Action Item

AGENDA OUTLINE NUMBER: 6.D.

TO: City Council

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

FROM: Webb Warren, Deputy City Manager

DATE: 11/8/2021

SUBJECT: NuShore Permit Modification - Request from Okaloosa County

I. BACKGROUND: On December 16, 2011, Okaloosa County was issued a consolidated joint coastal permit and sovereign submerged lands authorization from the Florida Department of Environmental Protection for the Western Destin Beach Restoration Project (ATT1).

In 2012, the City requested that the Western Destin Beach Restoration Permit No. 0286575-001-JC be transferred from Okaloosa County to the City of Destin.

On July 19, 2012 DEP granted the transfer of Permit No. 0286575-001-JC via Permit Modification No. 0286575-003-JN to the City of Destin (ATT2).

On July 19, 2021, the Destin City Council approved the FY21-22 strategic plan outlining council objective 1.11 *Beach Renourishment, planning and scheduling* as a desirable priority for the City of Destin.

On October 28, 2021, Okaloosa County requests the City of Destin to authorize Okaloosa County to permit a NuShore restoration project (ATT3 & 4) in the water off of James Lee Park. This project requires the City of Destin to authorize use of Permit 0286575-001-JC. A similar permit request for Okaloosa County can be seen in a permit request for a project on Okaloosa Island (ATT5 & 6).

II. DISCUSSION: The NuShore restoration project (ATT 4-6) is a county initiative designed to combat beach erosion and to maintain the benefits of a healthy beach and dune

system. Okaloosa County seeks to find creative ways to address this issue at the County-owned and maintained James Lee Park.

The NuShore temporary porous groin system is comprised of 150-foot long lines of mesh fencing, typically spaced 100 feet apart, installed perpendicular to the shoreline, with approximately 50 feet onshore and 100 feet into the water. The porous groins have smaller mesh at the bottom with larger mesh holes toward the top. The proposed system will be installed up to a 6-month period outside of marine turtle nesting season and will be cleaned and stored for potential redeployment that would be authorized under an additional permit modification. Deployment of the system will require periodic maintenance due to storms, heavy grass periods, periodic lifting of system and periodic cleaning of the system.

In order for Okaloosa County to accomplish this project, permit no. 0286020-001-JC must be modified. This is the City of Destin's permit and can be reopened with an authorized email from the City of Destin. Language will clarify in the permit modification that Okaloosa County is solely responsible for the Nushore Groin System.(ATT3)

The water and beach would be open for the entire project duration. Okaloosa County will maintain a safety perimeter around any heavy equipment that is used.

- A. **Link to Strategic Goals / Objectives:** Desirable Priorities - 1.11 Beach Renourishment, planning and scheduling.
- B. **Effect on Budget (EOB):** NONE
- C. **Level of Service (LOS):**

III. CONCLUSION: This Okaloosa County-funded project is in line with the Council's desirable strategic objective 1.11 *Beach-Renourishment, planning and scheduling*. With approval, staff can send an authorizing letter to Okaloosa County allowing them to use the City of Destin's Western Destin Beach Restoration Permit so they can begin the installation of the NuShore project at James Lee Park. This project would be active from November 2021-April 2022.

IV. RECOMMENDED MOTION: I move for the City Manager to send a letter to Okaloosa County authorizing the Nushore Project at James Lee Park to operate under the City of Destin's DEP Permit No. 0286575-001-JC and to ensure the permit modification has language clarifying that Okaloosa County is solely responsible for the Nushore Groin System.

Attachments:

1. ATT1-Final_Permit_Western_Destin_12-16-11
2. ATT2-West Destin Minor Modification-permit transfer (7-19-2012)
3. ATT3-OC Email Request

4. ATT4-ProjectOverview
5. ATT5-Okaloosa NuShore Groins II
0286020-004-JN
6. ATT6-NuShore Infographic



Florida Department of Environmental Protection

Marjory Stoneman Douglas Building
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Rick Scott
Governor

Jennifer Carroll
Lt. Governor

Herschel T. Vinyard Jr.
Secretary

CONSOLIDATED JOINT COASTAL PERMIT AND SOVEREIGN SUBMERGED LANDS AUTHORIZATION

PERMITTEE:

Okaloosa County
1540 Miracle Strip Parkway, SE
Ft. Walton Beach, FL 32548

AGENT:

Michael Trudnak, P.E.
Taylor Engineering
10151 Deerwood Park Blvd.
Bldg. 300, Suite 300
Jacksonville, FL 32256

PERMIT INFORMATION:

Permit Number: 0286575-001-JC

Project Name: Western Destin Beach Restoration

County: Okaloosa

Issuance Date: December 16, 2011

Expiration Date: December 16, 2016

REGULATORY AUTHORIZATION:

This permit is issued under the authority of Chapter 161 and Part IV of Chapter 373, Florida Statutes (F.S.), and Title 62, Florida Administrative Code (F.A.C.). Pursuant to Operating Agreements executed between the Department of Environmental Protection (Department) and the water management districts, as referenced in Chapter 62-113, F.A.C., the Department is responsible for reviewing and taking final agency action on this activity.

ACTIVITY DESCRIPTION:

The Western Destin Beach Restoration Project includes the placement of approximately 831,000 cubic yards (cy) of beach quality sand along a 1.7-mile segment of the Okaloosa County coastline immediately east of Destin's East Pass. The project provides an average beach fill volume of 92 cy/foot. The project design includes a 30-foot wide dune crest at +14 feet NAVD, with a transitional slope of 1V:4H from the dune crest to the back-berm, a 30-foot wide back-berm at +8.5 feet NAVD, with a transitional slope of 1V:10H from the back-berm to the berm and a variable width berm at +5.5 feet NAVD, with a transitional slope of 1V:10H from the seaward edge of the berm out to the existing sea bottom.

ACTIVITY LOCATION:

The beach restoration site is located between FDEP reference monuments R-16.6 (at the east jetty of Destin's East Pass) and R-22.6, and between R-23.2 and R-25.5, in Okaloosa County, Sections 21 through 25, Township 2 South, Range 22 and 23 West, Gulf of Mexico,

Class III Waters. The fill placement area specifically excludes the Oceania Owner's Association, Inc. members' common elements property, which is located in the area between the two shoreline segments included in the restoration site described above, and as further reflected on sheet 12 of 17 of the approved permit drawings. The borrow area for this project is centered approximately 1.25 miles offshore of Okaloosa Island and 3 miles west of East Pass, within a relic ebb tidal delta in water depths of -36 to -51 feet, NAVD. The edge of the borrow area is within the designated Outstanding Florida Water boundary of the Gulf Islands National Seashore.

PROPRIETARY AUTHORIZATION:

This activity also requires a proprietary authorization, as the activity is located on sovereign submerged lands held in trust by the Board of Trustees of the Internal Improvement Trust Fund (Board of Trustees), pursuant to Article X, Section 11 of the Florida Constitution, and sections 253.002 and 253.77, F.S. The activity is not exempt from the need to obtain a proprietary authorization. The Board of Trustees delegated the Department the responsibility to review and take final action on this request for proprietary authorization in accordance with Rule 18-21.0051, F.A.C., and the Operating Agreements executed between the Department and the water management districts, as referenced in Chapter 62-113, F.A.C. In addition to the above, this proprietary authorization has been reviewed in accordance with Chapter 253, F.S., Chapter 18-21 and Rule 62-312.065, F.A.C., and the policies of the Board of Trustees.

As staff to the Board of Trustees, the Department has reviewed the project described above, and has determined that both the use of the borrow area for up to 5 years and the fill placement on the beach qualify for a Letter of Consent to use sovereign, submerged lands, as long as the work performed is located within the boundaries as described herein and is consistent with the terms and conditions herein. Therefore, consent is hereby granted, pursuant to Chapter 253.77, F.S., to perform the activity on the specified sovereign submerged lands.

COASTAL ZONE MANAGEMENT:

This permit constitutes a finding of consistency with Florida's Coastal Zone Management Program, as required by Section 307 of the Coastal Zone Management Act. This permit also constitutes certification of compliance with state water quality standards, outside of the expanded mixing zone, pursuant to Section 401 of the Clean Water Act, 33 U.S.C. 1341.

OTHER PERMITS:

Authorization from the Department does not relieve you from the responsibility of obtaining other permits (Federal, State, or local) that may be required for the project. When the Department received your permit application, a copy was sent to the U.S. Army Corps of Engineers (USACE) for review. The USACE will issue their authorization directly to you, or contact you if additional information is needed. If you have not heard from the USACE within 30 days from the date that your application was received by the Department, contact the nearest USACE regulatory office for status and further information. Failure to obtain USACE authorization prior to construction could subject you to federal enforcement action by that agency.

AGENCY ACTION:

The above named Permittee is hereby authorized to construct the work outlined in the activity description and activity location of this permit and shown on the approved permit drawings, plans and other documents attached hereto. This agency action is based on the information submitted to the Department as part of the permit application and de novo review process, and adherence with the final details of that proposal shall be a requirement of the permit. **This permit and authorization to use sovereign submerged lands are subject to the General Conditions and Specific Conditions, which are a binding part of this permit and authorization.** Both the Permittee and their Contractor are responsible for reading and understanding this permit (including the permit conditions and the approved permit drawings) prior to commencing the authorized activities, and for ensuring that the work is conducted in conformance with all the terms, conditions and drawings.

GENERAL CONDITIONS:

1. All activities authorized by this permit shall be implemented as set forth in the plans and specifications approved as a part of this permit, and all conditions and requirements of this permit. The Permittee shall notify the Department in writing of any anticipated deviation from the permit prior to implementation so that the Department can determine whether a modification of the permit is required pursuant to section 62B-49.008, Florida Administrative Code.
2. If, for any reason, the Permittee does not comply with any condition or limitation specified in this permit, the Permittee shall immediately provide the Bureau of Beaches and Coastal Systems and the appropriate District office of the Department with a written report containing the following information: a description of and cause of noncompliance, and the period of noncompliance, including dates and times; or, if not corrected, the anticipated time the noncompliance is expected to continue, and steps being taken to reduce, eliminate, and prevent recurrence of the noncompliance.
3. This permit does not eliminate the necessity to obtain any other applicable licenses or permits that may be required by federal, state, local, special district laws and regulations. This permit is not a waiver or approval of any other Department permit or authorization that may be required for other aspects of the total project that are not addressed in this permit.
4. This permit conveys no title to land or water, does not constitute State recognition or acknowledgment of title, and does not constitute authority for the use of sovereignty land of Florida seaward of the mean high-water line, or, if established, the erosion control line, unless herein provided and the necessary title, lease, easement, or other form of consent authorizing the proposed use has been obtained from the State. The Permittee is responsible for obtaining any necessary authorizations from the Board of Trustees of the

Internal Improvement Trust Fund prior to commencing activity on sovereign lands or other state-owned lands.

5. Any delineation of the extent of a wetland or other surface water submitted as part of the permit application, including plans or other supporting documentation, shall not be considered specifically approved unless a specific condition of this permit or a formal determination under section 373.421(2), F.S., provides otherwise.
6. This permit does not convey to the Permittee or create in the Permittee any property right, or any interest in real property, nor does it authorize any entrance upon or activities on property which is not owned or controlled by the Permittee. The issuance of this permit does not convey any vested rights or any exclusive privileges.
7. This permit or a copy thereof, complete with all conditions, attachments, plans and specifications, modifications, and time extensions shall be kept at the work site of the permitted activity. The Permittee shall require the contractor to review the complete permit prior to commencement of the activity authorized by this permit.
8. The Permittee, by accepting this permit, specifically agrees to allow authorized Department personnel with proper identification and at reasonable times, access to the premises where the permitted activity is located or conducted for the purpose of ascertaining compliance with the terms of the permit and with the rules of the Department and to have access to an copy any records that must be kept under conditions of the permit; to inspect the facility, equipment, practices, or operations regulated or required under this permit; and to sample or monitor any substances or parameters at any location reasonably necessary to assure compliance with this permit or Department rules. Reasonable time may depend on the nature of the concern being investigated.
9. At least forty-eight (48) hours prior to commencement of activity authorized by this permit, the Permittee shall submit to the Bureau of Beaches and Coastal Systems (JCP Compliance Officer) and the appropriate District office of the Department a written notice of commencement of construction indicating the actual start date and the expected completion date and an affirmative statement that the Permittee and the contractor, if one is to be used, have read the general and specific conditions of the permit and understand them.
10. If historic or archaeological artifacts, such as, but not limited to, Indian canoes, arrow heads, pottery or physical remains, are discovered at any time on the project site, the Permittee shall immediately stop all activities in the immediate area that disturb the soil in the immediate locale and notify the State Historic Preservation Officer and the Bureau of Beaches and Coastal Systems (JCP Compliance Officer). In the event that unmarked human remains are encountered during permitted activities, all work shall stop in the immediate area and the proper authorities notified in accordance with Section 872.02, F.S.

11. Within 30 days after completion of construction or completion of a subsequent maintenance event authorized by this permit, the Permittee shall submit to the Bureau of Beaches and Coastal Systems (JCP Compliance Officer) and the appropriate District office of the Department a written statement of completion and certification by a registered professional engineer. This certification shall state that all locations and elevations specified by the permit have been verified; the activities authorized by the permit have been performed in compliance with the plans and specifications approved as a part of the permit, and all conditions of the permit; or shall describe any deviations from the plans and specifications, and all conditions of the permit. When the completed activity differs substantially from the permitted plans, any substantial deviations shall be noted and explained on two paper copies and one electronic copy of as-built drawings submitted to the Bureau of Beaches and Coastal Systems (JCP Compliance Officer)

SPECIFIC CONDITIONS:

1. Prior to construction of the beach restoration project, the Board of Trustees will establish an Erosion Control Line along the shoreline of the beach restoration project. The Erosion Control Line shall be established consistent with the provisions of ss. 161.141-161.211, Florida Statutes. An Erosion Control Line shall not be established in conjunction with this joint coastal permit with respect to the shoreline seaward of the Oceania Owner's Association, Inc. members' common elements property. In lieu of conducting a survey, the Board of Trustees may accept and approve a survey as initiated, conducted, and submitted by Okaloosa County if said survey is made in conformity with the appropriate principles set forth in ss. 161.141-161.211.
2. All reports or notices relating to this permit shall be sent to the DEP, Bureau of Beaches and Coastal Systems, JCP Compliance Officer, 3900 Commonwealth Boulevard, Mail Station 300, Tallahassee, Florida 32399-3000 (e-mail address: JCPCCompliance@dep.state.fl.us) and the DEP NW District Office, Submerged Lands and Environmental Resources, 160 Governmental Center, Pensacola, Florida 32502-5794.
3. No work shall be conducted until and unless the Department issues a Final Order of Variance (File No. 0286575-002-BV) from Rule 62-4.244(5)(c), F.A.C. to establish an expanded mixing zone.
4. No work shall be conducted under this permit until the Permittee has received a written *Notice To Proceed* from the Department. At least 30 days prior to the requested date of issuance of the notice to proceed, the Permittee shall submit the following for review and approval by the Department:
 - a. Two hard copies and an electronic copy of detailed ***final construction plans and specifications*** for all authorized activities that are consistent with the Activity

Description in this permit and the attached permit drawings. These documents shall be signed and sealed by the design engineer who must be registered in the State of Florida, and shall bear the certifications specified in Rule 62B-41.007(4), F.A.C. The plans and specifications shall include a description of the dredging and beach construction methods to be utilized and drawings and surveys that show all biological resources and work spaces (e.g., anchoring area, pipeline corridors, staging areas, boat access corridors, etc.) to be used for this project.

- b. ***Turbidity monitoring qualifications.*** Construction at the project site shall be monitored closely by an experienced person, to assure that turbidity levels do not exceed the compliance standards. Also, an individual familiar with beach construction techniques, the approved Sediment QA/QC Plan, and turbidity monitoring shall be present during daylight hours when fill material is discharged on the beach. This individual shall have authority to alter construction techniques or shut down the dredging or beach construction operations if turbidity levels exceed the compliance standards. The names and qualifications of those individuals performing these functions, along with 24-hour contact information, shall be submitted to the Department for approval.
 - c. Written documentation that the Erosion Control Line required by Special Condition Number 1 has been filed in the public records of Okaloosa County.
5. The Permittee shall conduct a pre-construction conference to review the specific conditions and monitoring requirements of this permit with Permittee's contractors, the engineer of record and the JCP Compliance Officer. In order to ensure that appropriate representatives are available, at least twenty-one (21) days prior to the intended commencement date for the permitted construction, the Permittee is advised to contact the Department, and the other agency representatives listed below:

DEP Bureau of Beaches & Coastal Systems
JCP Compliance Officer
Mail Station 300
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000
phone: (850) 414-7716
e-mail: JCP.Compliance@dep.state.fl.us

DEP NW District Office
Submerged Lands & Environmental Resources
160 Governmental Center
Pensacola, Florida 32502-5794
phone: (850) 595-8300

Imperiled Species Management Section
Florida Fish & Wildlife Conservation Commission
620 South Meridian Street
Tallahassee, Florida 32399-1600
phone: (850) 922-4330
fax: (850) 921-4369

The Permittee is also advised to schedule the pre-construction conference at least a week prior to the intended commencement date. At least seven (7) days in advance of a pre-construction conference, the Permittee shall provide written notification, advising the participants (listed above) of the agreed-upon date, time and location of the meeting, and also provide a meeting agenda and a teleconference number.

6.
 - a. The borrow area to be utilized for this project is also to be utilized by the Eglin AFB Restoration Project (0289154-001-JC) and the pending Okaloosa Island Beach Restoration Project (0286020-001-JC). The attached Borrow Area Conservation Plan (Dredge Plan), dated March 6, 2009, was reviewed and approved by the Department with the understanding that all three projects would be constructed jointly or sequentially within a total period of two (2) years. If all three projects are *not* expected to be constructed jointly or sequentially within a total of two (2) years, then prior to the commencement of construction, the Permittee shall submit to the Department a revised dredge plan that depicts the discrete section or subarea of the borrow area to be dredged for this project. This revised dredge plan is necessary to provide the Department with reasonable assurance that a sufficient quantity of beach-quality material is available for all three projects utilizing this borrow area.
 - b. The Deepwater Horizon Incident, which occurred on April 20, 2010, has caused adverse impacts to the coastal system within the State of Florida. It is uncertain whether impacts have occurred to the borrow area or the fill placement area. Therefore, to avoid causing additional or compounding adverse impacts, the Permittee shall inspect the borrow area authorized by this permit prior to construction. Such inspections shall consist of visual inspection and sampling prior to the commencement of dredging operations to confirm that the borrow area is free of signs of oil contaminants caused by the Deepwater Horizon Incident. If portions of the proposed borrow area are contaminated with petroleum products from the Deepwater Horizon Incident, the Permittee shall submit a dredge plan that will quarantine and avoid areas contaminated by oil from the Deepwater Horizon Incident. During discharge of sand from the borrow area onto the beach, the Permittee shall visually inspect the point of discharge of the dredged sand onto the beach for signs of oil contamination. The Permittee shall follow the protocols of the Sediment QA/QC Plan such that any occurrence of oil contaminants will be considered for the purposes of the Sediment QA/QC Plan "unacceptable materials". The Permittee shall sample discharged sand on a daily basis for the presence of oil contaminants. Further, the Permittee shall be responsible for the removal of contaminated sediment placed on the beach in accordance with Florida Administrative

Code rule 62B-41.007(2)(j)4. If the Permittee finds any contaminants then such findings shall be reported within 72 hours of the discovery to the Department.

7. The Permittee shall submit a pre-construction bathymetric survey of the Borrow Area to accompany the revised dredge plan if all three projects are *not* expected to be constructed jointly or sequentially within a total time period of two (2) years.
8. Within 90 days following completion of construction, the Permittee shall submit a post-construction bathymetric survey of the borrow area in the first post-construction report.
9. Sediment quality shall be assessed as outlined in the attached Sediment QA/QC Plan, dated March 6, 2009. Any occurrences of unacceptable material will be handled according to the protocols set forth in the approved Sediment QA/QC Plan. The sediment testing result will be submitted to FDEP within 90 days following the completion of beach construction.
10. Following the completion of construction of the dune feature, any portions of the dune feature that the Permittee vegetates shall be subject to the following conditions:
 - a. Permittee shall plant the dune with a minimum of three different species of native salt tolerant vegetation, including a minimum of 70 percent coverage by sea oats. Planting stock shall be appropriate to the region of the planting site. Dune restoration plants shall be spaced throughout the designated area in staggered rows, with a maximum distance of 18 inches on center for 4 inches or smaller plugs, and up to 36 inches on center for gallon size planting units. Dune grass shall be planted a minimum of 6 inches deep. The Permittee shall fertilize and water-in the planting units at the time of installation, and irrigate and fertilize only as necessary until the plants are established and meet the survival criteria below. Irrigation systems shall be installed below grade and shall remain below grade until removal.
 - b. Approximately 180 days after planting, a minimum of 80 percent of the original planting units shall have survived and 80 percent coverage of the planted area shall be achieved with the selected species. In addition to the planted stock, this coverage may include spreading from the original plantings and natural recruitment by those species. If success is not achieved at 180 days, the Permittee shall replant all deficient areas and increase the planting density if necessary. Success will be reassessed approximately 180 days after the additional planting. If success still is not achieved after the second assessment, the Permittee shall propose an alternative planting plan within 90 days as a permit modification. Irrigation systems and other structures placed during plant installation and initial cultivation shall be removed only after approval of planting success by the Department and within thirty days from the submittal for final project certification.

- c. The dune area shall be protected from foot traffic or other encroachments. Signs, rope and post / bollard barriers with weighted surface anchors, or sand fencing shall be constructed to prevent trampling of vegetation and erosion of the restored dune feature.
- d. Within 30 days following project completion, the Permittee shall submit to the Department for approval an as-built plan-view drawing prepared and certified by a licensed landscape architect or professional engineer depicting those areas subjected to dune restoration / replanting.

Wildlife Protection Measures

- 11. All required reports or notices relating to wildlife monitoring shall be sent directly to the Florida Fish & Wildlife Conservation Commission (FWC), at the indicated addresses, and a copy of the cover page emailed to JCP.Compliance@dep.state.fl.us.

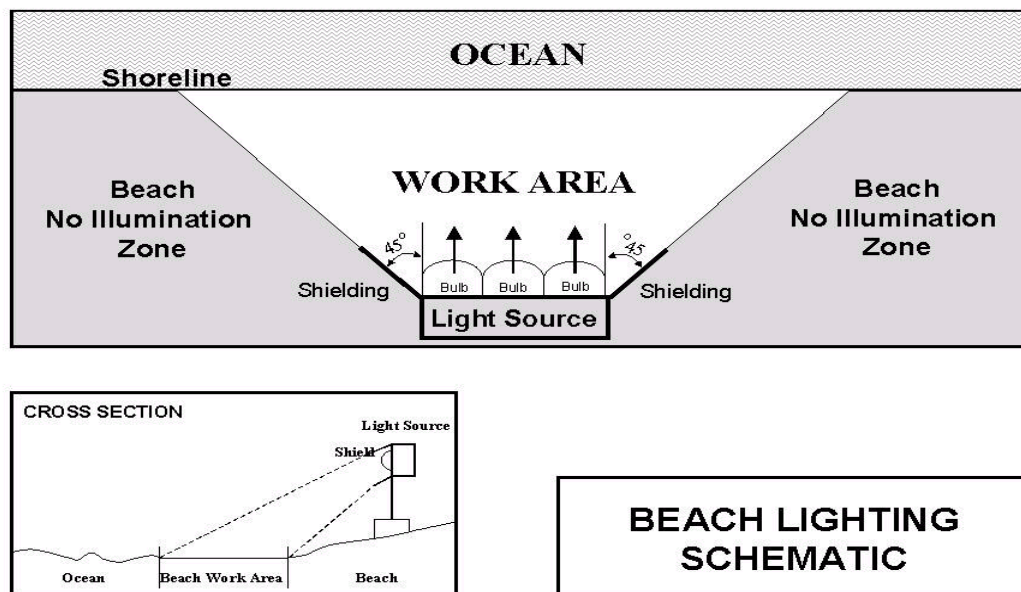
Marine Turtle Protection Conditions

- 12. ***Pre-construction Turtle Meeting.*** A meeting between representatives of the contractor, the U.S. Fish & Wildlife Service (USFWS), the FWC, and the permitted sea turtle surveyor prior to the commencement of work on this project must be held. At least 10 business days advance notice must be provided prior to conducting this meeting. This will provide an opportunity for explanation and/or clarification of the sea turtle and piping plover protection measures as well as additional guidelines when construction occurs during the nesting season such as storing equipment, minimizing driving, and follow up meetings during construction.
- 13. ***Marine Turtle Nest Surveys.*** Sea turtle nesting surveys shall be initiated 70 days prior to sand placement or by May 1, whichever is later. Nesting surveys must continue through the end of the project or through September 1, whichever is earlier. Hatchling and emerging success monitoring will involve checking nests beyond the completion date of the daily early morning nesting surveys.
 - a. Sea turtle nesting surveys and egg relocations shall only be conducted by personnel with prior experience and training in these activities and who is duly authorized to conduct such activities through a valid permit issued by the FWC, pursuant to Florida Administrative Code 68E-1. Nesting surveys shall be conducted daily between sunrise and 9 a.m.
 - b. The contractor shall not initiate work until daily notice has been received from the sea turtle permit holder that the morning survey has been completed. Surveys must be performed in such a manner so as to ensure that construction activity does

not occur in any location prior to completion of the necessary sea turtle protection measures.

- c. The surveys shall be conducted and eggs shall be relocated per the following requirements:
 - i. Only those nests that may be affected by material placement will be relocated. Nests requiring relocation shall be moved no later than 9 a.m. the morning following deposition to a nearby self-release beach site in a secure setting where artificial lighting will not interfere with hatchling orientation. Relocated nests shall not be placed in organized groupings; relocated nests shall be randomly staggered along the length and width of the beach in settings that are not expected to experience daily inundation by high tides or known to routinely experience severe erosion and egg loss, or subject to artificial lighting. Nest relocations in association with construction activities shall cease when construction activities no longer threaten nests.
 - ii. Sea turtle nests deposited where the project activities have ceased or will not occur for 70 days shall be marked and left *in situ* unless other factors threaten the success of the nest. The turtle permit holder shall install an on-beach marker at the nest site and/or a secondary marker at a point landward as possible to assure that future location of the nest will be possible should the on-beach marker be lost. A series of stakes and highly visible survey ribbon or string shall be installed to establish a 10-foot radius around the nest. No activity shall occur within this area, nor will any activities occur which could result in impacts to the nest. Nest sites shall be inspected daily to assure nest markers remain in place and the nest has not been disturbed by the project activities.
 - iii. Reports on all nesting activity shall be provided for the initial nesting season and for a minimum of two additional nesting seasons if placed material still remains on the beach. Monitoring of nesting activity in the seasons following construction shall include daily report sheets noting all activity, nesting success rates, hatching success of all relocated nests, hatching success of a representative sampling of nests left in place (if any), dates of construction and names of all personnel involved in nest surveys and relocation activities. Data should be reported separately for the nourished areas and for an equal length of adjacent beach that is not nourished in accordance with the attached Table. Summaries of nesting activity shall be submitted in electronic format (Excel spreadsheets). All reports should be submitted by January 15 of the following year.
14. **Project Lighting.** Lighting on offshore or onshore equipment shall be minimized through reduction, shielding, lowering, and appropriate placement to avoid excessive illumination

of the water's surface and nesting beach while meeting all Coast Guard, EM 385-1-1, and OSHA requirements. Light intensity shall be reduced to the minimum standard required by OSHA for General Construction areas, in order not to misdirect sea turtles. Shields shall be affixed to the light housing and be large enough to block light from all lamps from being transmitted outside the construction area, as illustrated below.



15. **Equipment Storage.** Staging areas for construction equipment for sand placement shall be located off the beach to the maximum extent practicable from May 1 to October 31.
- a. Nighttime storage of the beach restoration project construction equipment not in use shall be off the beach to minimize disturbance to sea turtle nesting and hatching activities.
 - b. All construction pipes that are placed on the beach shall be located as far landward as possible without compromising the integrity of the existing or reconstructed dune system.
 - i. Temporary storage of pipes shall be off the beach to the maximum extent possible.
 - ii. Temporary storage of pipes on the beach shall be in such a manner so as to impact the least amount of nesting habitat and shall not compromise the integrity of the dune systems.

- iii. Pipes placed parallel to the dune shall be five to ten feet away from the toe of the dune.
16. ***Fill Restrictions.*** During nesting season, the contractor shall not extend the beach fill more than 500 feet along the shoreline between dusk and the following day until the daily nesting survey has been completed and the beach cleared for fill advancement.
- a. If the 500 feet is not feasible for the project, an agreed upon distance shall be decided on during the preconstruction meeting.
 - b. Once the beach has been cleared and the necessary nest relocations have been completed, the contractor is allowed to proceed with the placement of fill during daylight hours until dusk at which time the 500-foot length limitation shall apply.
17. ***Beach Maintenance.*** All derelict concrete, metal, and coastal armoring material and other debris shall be removed from the beach prior to any dredged material placement to the maximum extent practicable. If debris removal activities will take place from May 1 through September 1, the work shall be conducted during daylight hours only and shall not commence until completion of the sea turtle survey each day. All excavations and temporary alterations of the beach topography shall be filled or leveled to the natural beach profile prior to 9 p.m. each day.
18. ***Hopper Dredging Requirements.*** In the event a hopper dredge is utilized, the following requirements shall be met in addition to the Terms and Conditions of the NMFS Regional Biological Opinion for Hopper Dredging in the Gulf of Mexico:
- a. Handling of sea turtles captured during hopper dredging projects shall be conducted only by persons with prior experience and training in these activities and who is duly authorized to conduct such activities through a valid permit issued by the FWC, pursuant to Florida Administrative Code 68E-1.
 - b. ***Dredging Pumps.*** Standard operating procedure shall be that dredging pumps shall be disengaged by the operator when the dragheads are not firmly on the bottom, to prevent impingement or entrainment of sea turtles within the water column. This precaution is especially important during the cleanup phase of dredging operations.
 - c. ***Sea Turtle Deflecting Draghead.*** A state-of-the-art rigid deflector draghead must be used on all hopper dredges in all Gulf of Mexico channels at all times of the year.

- d. The Sea Turtle Stranding and Salvage Network (STSSN) Coordinator, Dr. Allen Foley, shall be notified at (904) 573-3930 of the start-up and completion of hopper dredging operations.
 - e. Relocation trawling shall be undertaken at all projects where any of the following conditions are met; however, other ongoing projects not meeting these conditions are not required to conduct relocation trawling:
 - i. Two or more turtles are taken in a 24-hour period in the project
 - ii. Four or more turtles are taken in the project.
 - f. The Permittee shall fax (850-921-6988) or e-mail (Meghan.Koperski@MyFWC.com) weekly reports to the Imperiled Species Management Section on Friday each week that relocation trawling is conducted in Florida water. These faxes shall include: the species and number of turtles captured in Florida waters, general health, and release information. A summary of all turtles captured in Florida waters, including all measurements, the latitude and longitude (in decimal degrees) of captures and tow start-stop points, and times for the start-stop points of the tows, including those tows on which no turtles are captured shall be submitted to the ISM by January 15 of the following year.
19. ***Compaction Sampling.*** Immediately after completion of the beach restoration project and prior to April 15 for 3 subsequent years, sand compaction sampling shall be monitored in the area of sand placement in accordance with the following protocols:
- a. Compaction sampling stations shall be located at 500-foot intervals along the project area. One station shall be at the seaward edge of the dune/bulkhead line (when material is placed in this area) and one station shall be midway between the dune line and the high water line (normal wrack line).
 - b. At each station, the cone penetrometer shall be pushed to a depth of 6, 12, and 18 inches three times (three replicates). Material may be removed from the hole if necessary to ensure accurate readings of successive levels of sediment. The penetrometer may need to be reset between pushes, especially if sediment layering exists. Layers of highly compact material may lie over less compact layers. Replicates shall be located as close to each other as possible, without interacting with the previous hole and/or disturbed sediments. The three replicate compaction values for each depth shall be averaged to produce final values for each depth at each station. Reports shall include all 18 values for each transect line, and the final 6 averaged compaction values.
 - c. If the average value for any depth exceeds 500 psi for any two or more adjacent stations, then that area shall be tilled prior to April 15.

- d. If values exceeding 500 psi are distributed throughout the project area but in no case do those values exist at two adjacent stations at the same depth, then consultation with the FWC shall be required to determine if tilling is required. If a few values exceeding 500 psi are present randomly within the project area, tilling shall not be required.
20. ***Tilling Requirements.*** Immediately after completion of the initial beach fill placement event, and prior to April 15 for 3 subsequent years, if placed sand still remains on the beach, the beach shall be tilled as described below or the Permittee may follow the procedure outlined below to request a waiver of the tilling requirement. During tilling, at a minimum, the protocol provided below shall be followed:
- a. The area shall be tilled to a depth of 36 inches. All tilling activity must be completed prior to April 15. Each pass of the tilling equipment shall be overlapped to allow more thorough and even tilling. Tilling should occur landward of the wrack line and avoid all vegetated areas 3 square feet or greater with a 3 foot buffer around the vegetated areas.
 - b. An annual summary of compaction surveys and the actions taken shall be submitted to the FWC.
 - c. If the project is completed just before the nesting season, tilling shall not occur in areas where nests have been left in place or relocated unless authorized by the USFWS in an Incidental Take Statement.
 - d. This condition shall be evaluated annually and may be modified if necessary to address sand compaction problems identified during the previous year.
 - e. To request a waiver of the tilling requirement, the Permittee may measure sand compaction in the area of restoration in accordance with a protocol agreed to by the FWC, the Department, the USFWS, and the Permittee to determine if tilling is necessary.
21. ***Escarpment Surveys.*** Visual surveys for escarpments along the beach fill area shall be made immediately after completion of the beach restoration project and between March 1 and April 15 for the following three years if placed sand still remains on the beach. All scarps shall be leveled or the beach profile shall be reconfigured to minimize scarp formation. In addition, weekly surveys of the project area shall be conducted during the two nesting seasons following completion of fill placement as follows:
- a. The number of escarpments and their location relative to DNR-DEP reference monuments shall be recorded during each weekly survey and reported relative to the length of the beach surveyed (e.g., 50% scarps). Notations on the height of

these escarpments shall be included (0 to 2 feet, 2 to 4 feet, and 4 feet or higher) as well as the maximum height of all escarpments.

- b. Escarpments that interfere with sea turtle nesting or that exceed 18 inches in height for a distance of 100 feet shall be leveled to the natural beach contour by April 15. Any escarpment removal shall be reported relative to R-monument.
 - c. If weekly surveys during the marine turtle nesting season document subsequent reformation of escarpments that exceed 18 inches in height for a distance of 100 feet, the FWC shall be contacted immediately to determine the appropriate action to be taken. Upon written notification, the Permittee shall level escarpments in accordance with mechanical methods prescribed by the FWC.
22. ***Lighting Surveys.*** A survey of all artificial lighting visible from the project beach shall be conducted after the beach restoration project. The surveys shall document all lighting visible from the post-project restored beach. The post-project survey shall be conducted by May 15 following the project work and again by June 15, July 15, August 15, and September 15 of that nesting season. For each light source visible, it must be documented that the property owner(s) have been notified of the problem light with recommendations for correcting the light. Recommendations must be in accordance with the Florida Model Lighting Ordinance for Marine Turtle Protection, F.A.C. 62B-55. A summary report of each survey including documentation of property owner notification shall be submitted to the USFWS Panama City Florida field office by the 1st of the following month; and a final summary report provided by December 15 of that year. After the final report is completed, a meeting must be set up with the USFWS to discuss the survey report and documented sea turtle disorientations.
23. ***Dune Planting.*** Planting of dune vegetation may occur during the sea turtle nesting season under the following conditions:
- a. No dune planting activity shall occur until after the daily turtle survey and nest conservation and protection efforts have been completed.
 - b. Any nests deposited in the dune planting area not requiring relocation for conservation purposes shall be left *in situ*. No planting or other activity shall occur within this area, nor will any activities occur which could result in impacts to the nest. Nest sites shall be inspected daily to assure nest markers remain in place and the nest has not been disturbed by the planting activity.
 - c. If a nest is disturbed or uncovered during planting activity, the contractor, Permittee, or the Permittee's contractors shall cease all work and immediately contact the responsible turtle permit holder. If a nest(s) cannot be safely avoided during planting, all activity within the affected project site shall be delayed until hatching and emerging success monitoring of the nest is completed.

- d. All dune planting activities shall be conducted by hand and only during daylight hours.
 - e. All dune vegetation (refer to Specific Condition No. 10 for additional details) shall consist of coastal dune species native to the local area. Seedlings shall be at least 1 inch by 1 inch with a 2.5-inch pot. Vegetation shall be planted with an appropriate amount of fertilizer and anti-desiccant material for the plant size.
 - f. No use of heavy equipment (trucks) shall occur on the dunes or seaward for planting purposes. A lightweight (ATV type) vehicle with tire pressures of 10 psi or less may be operated on the beach.
24. ***Marine Turtle or Nest Encounters.*** Upon locating a dead, injured, or sick endangered or threatened sea turtle specimen, initial notification must be made to the FWC at 1-888-404-FWCC. Care should be taken in handling sick or injured specimens to ensure effective treatment and care and in handling dead specimens to preserve biological materials in the best possible state for later analysis of cause of death. In conjunction with the care of sick or injured endangered or threatened species or preservation of biological materials from a dead animal, the finder has the responsibility to ensure that evidence intrinsic to the specimen is not unnecessarily disturbed. In the event a sea turtle nest is excavated during construction activities, all work shall cease in that area immediately and the permitted person responsible for egg relocation for the project should be notified so the eggs can be moved to a suitable relocation site.

Shorebird Protection Conditions

25. ***Shorebird Surveys.*** Shorebird surveys should be conducted by trained, dedicated individuals (Shorebird Monitor) with proven shorebird identification skills and avian survey experience. Credentials of the Shorebird Monitor will be submitted to the FWC Regional Biologist for review and approval. Shorebird Monitors will use the following survey protocols:
- a. ***Nesting Season Surveys.*** Shorebird Monitors should review and become familiar with the general information and data collection protocols outlined on the FWC's Beach-Nesting Bird Website (<http://myfwc.com/shorebirds/>). An outline of what data should be collected, including downloadable field data sheets, is available on the website.
 - i. The nesting season is generally 1 April – 1 September, but some nesting may occur through September. In addition, the imperiled snowy plover (*Charadrius alexandrinus*) may nest as early as February along the west coast and panhandle of Florida.

- ii. Nesting season surveys shall begin on April 1 (or February 15 in snowy plover habitat) or 10 days prior to project commencement (including surveying activities and other pre-construction presence on the beach), whichever is later, and be conducted daily throughout the construction period or through August, whichever is earlier. Weekly surveys of the project site shall continue through August or through fledgling or loss of identified nests or hatchlings, whichever is later.
 - iii. Nesting season surveys shall be conducted in all potential beach-nesting bird habitat within the project boundaries that may be impacted by construction or pre-construction activities during the nesting season. Portions of the project in which there is no potential for project-related activity during the nesting season may be excluded.
 - iv. Surveys for detecting new nesting activity will be completed on a daily basis prior to movement of equipment, operation of vehicles, or other activities that could potentially disrupt nesting behavior or cause harm to the birds or their eggs or young.
 - v. Surveys should be conducted by traversing the length of the project area and visually inspecting, using binoculars or spotting scope, for the presence of shorebirds exhibiting breeding behavior.
 - vi. If an ATV or other vehicle is needed to cover large project areas, the vehicle must be operated at a speed <6 mph, shall be run at or below the high-tide line, and the Shorebird Monitor will stop at no greater than 200 meter intervals to visually inspect for nesting activity.
 - vii. Once breeding is confirmed by the presence of a scrape, eggs, or young, the Bird Monitor will notify the Regional Nongame Biologist of the FWC at (850)265-3677 within 24 hours.
 - viii. All breeding activity will be reported to the Beach-Nesting Bird website within one week of data collection.
 - ix. Observations of non-breeding shorebirds should be reported to the Shorebird-Seabird Occurrence Database, as described below.
- b. *Non-Breeding Shorebird Surveys.* Data collected on non-breeding shorebirds should be compatible with, and reported to, the Shorebird-Seabird Occurrence Database (<http://myfwc.com/shorebirds/>).
- i. Surveys for non-breeding shorebirds should begin 14 days prior to construction commencement and be conducted once every 2 weeks for at least

one year post-construction. Data collected during these surveys will provide valuable information on the use of nourished beaches to shorebirds.

ii. Survey for non-breeding shorebirds will include all potential shorebird habitat within the project boundary.

iii. Data should be entered into the database within one month of collection.

26. ***Buffer Zones and Travel Corridors.*** Within the project area, the Permittee shall establish a 300 ft-wide buffer zone around any location where shorebirds have been engaged in nesting behavior, including territory defense. Any and all construction activities, including movement of vehicles, should be prohibited in the buffer zone.
- a. The width of the buffer zone shall be increased if birds appear agitated or disturbed by construction or other activities in adjacent areas.
 - b. Site-specific buffers may be implemented upon approval by FWC as needed.
 - c. Reasonable and traditional pedestrian access should not be blocked where nesting birds will tolerate pedestrian traffic. This is generally the case with lateral movement of beach-goers walking parallel to the beach at or below the highest tide line. Pedestrian traffic may also be tolerated when nesting was initiated within 300 feet of an established beach access pathway. The Permittee shall work with FWC staff to determine if pedestrian access can be accommodated without compromising nesting success.
 - d. Designated buffer zones must be posted with clearly marked signs around the perimeter. If pedestrian pathways are approved within the 300-foot buffer zone, these should be clearly marked. These markings shall be maintained until nesting is completed or terminated. In the case of solitary nesters, nesting is not considered to be completed until all chicks have fledged.
 - e. No construction activities, movement of vehicles, or stockpiling of equipment shall be allowed within the buffer area.
 - f. FWC-approved travel corridors should be designated and marked outside the buffer areas. Heavy equipment, other vehicles, or pedestrians may transit past nesting areas in these corridors. However, other activities such as stopping or turning shall be prohibited within the designated travel corridors adjacent to the nesting site.
 - i. Where such a travel corridor must be established within the project area it should avoid critical areas for shorebirds (known nesting sites, wintering grounds, FWC-designated Critical Wildlife Areas, and USFWS-designated

critical piping plover habitat) as much as possible, and be marked with signs clearly delineating the travel corridor from the shorebird buffer areas described above.

- ii. To the degree possible, the Permittee should maintain some activity within these corridors on a daily basis, without directly disturbing any shorebirds documented on site or interfering with sea turtle nesting, especially when those corridors are established prior to commencement of construction. Passive methods to modify nesting site suitability must be approved by FWC Regional Biologist for that region.
27. ***Placement of Equipment and Sand.*** If it will be necessary to extend construction pipes past a known shorebird nesting site or over-wintering area for piping plovers, then whenever possible those pipes should be placed landward of the site before birds are active in that area. No pipe or sand shall be placed seaward of a known shorebird nesting site during the shorebird nesting season.
28. ***Notification.*** If shorebird nesting occurs within the project area, a bulletin board will be placed and maintained in the construction area with the location map of the construction site showing the bird nesting areas and a warning, clearly visible, stating that “BIRD NESTING AREAS ARE PROTECTED BY THE FLORIDA THREATENED AND ENDANGERED SPECIES ACT AND THE STATE AND FEDERAL MIGRATORY BIRD ACTS”.
29. ***Beach Contours.*** All tilling and scarp removal should be done outside the shorebird nesting season. It is the responsibility of the contractors to avoid tilling or scarp removal in areas where nesting birds are present.
- a. A relatively even surface, with no deep ruts or furrows, shall be created during tilling. To do this, chain-linked fencing or other material shall be dragged over those areas as necessary after tilling.
 - b. The slope between the mean high water line and the mean low water line must be maintained in such a manner as to approximate natural slopes.

MONITORING REQUIRED:

30. Water Quality - Turbidity shall be monitored as follows:
Units: Nephelometric Turbidity Units (NTUs).

Dredging areas

Frequency: For hopper dredge: During each hopper dredge cycle that occurs during day-light hours, after the plume reaches the monitoring sites, at least 5 discrete sampling events.

Location: If in or immediately up-current of OFW:

Background: Five samples measured at least 5 meters apart (pooled to determine the mean background level for the sampling event), at mid-depth, at least 150 meters up-current from the point of excavation, clearly outside of any turbidity plume.

Compliance Monitoring Sites: At the point where the densest portion of the turbidity plume intersects the periphery of the mixing zone (1,500 meters down-current from the dredge), at mid-depth.

Intermediate Monitoring Sites: Additional samples will be collected within the mixing zone, in the densest portion of the turbidity plume, at distances of 150 meters, 500 meters and 1,000 meters from the dredge, at mid-depth. These measurements will be used to calibrate the size of the mixing zone for future events.

If NOT in OFW:

Background: Five samples measured at least 5 meters apart (pooled to determine the mean background level for the sampling event), at mid-depth, at least 150 meters up-current from the point of excavation, clearly outside of any turbidity plume.

Compliance Monitoring Sites: At the point where the densest portion of the turbidity plume intersects the periphery of the mixing zone, 150 meters down-current from the dredge, at mid-depth.

Disposal areas

Frequency: During daylight hours, at least once during each hopper discharge cycle, when the maximum plume reaches the monitoring sites.

Location: Background: Approximately 500 meters upcurrent of the point where the return water from the dredged discharge reenters the Gulf of Mexico and the same distance offshore as the associated compliance sample.

Compliance Monitoring Sites: Samples shall be collected where the densest portion of the turbidity plume crosses the edge of the mixing zone, which measures 150 meters from the point where the return water from the dredged discharge reenters the Gulf of Mexico.

Turbidity Standards:

Within the Gulf Islands National Seashore, which is designated as Outstanding Florida Waters (OFW), the turbidity level at the compliance site shall not exceed 0 NTUs above the background turbidity level for that sampling event.

The turbidity level at compliance sites located outside of the OFW shall not exceed 29 NTUs above the background turbidity level for that sampling event.

Any project-associated discharge other than dredging, disposing, or nourishing the beach (e.g., scow leakage or runoff from temporary containment area) should be monitored as close to the source as possible every hour until background turbidity levels return or until otherwise directed by the Department. The Permittee shall notify the Department by separate email or telephone to the Permit Processor, or the JCP Compliance Officer, of such an event within 24 hours of the time the Permittee first becomes aware of the discharge.

31. The compliance locations given above shall be considered the limits of the temporary mixing zone for turbidity allowed during construction. If monitoring reveals turbidity levels at the compliance sites that are greater than 0 NTUs within Outstanding Florida Waters, or 29 NTUs outside of Outstanding Florida Waters, above the corresponding background turbidity levels, or any other project-associated discharge results in a turbidity violation, construction activities shall **cease immediately** and not resume until corrective measures have been taken and turbidity has returned to acceptable levels. Any such occurrence shall also be immediately reported to the Department's Bureau of Beaches and Coastal Systems (BBCS) in Tallahassee at (850) 414-7716 (attn: JCP Compliance Officer) and the Department's Northwest District office in Pensacola.
32. Turbidity monitoring reports shall be submitted to the Department (JCP Compliance Officer) on a weekly basis within seven (7) days of collection. Reports shall be submitted under a cover letter containing the following statement: **"This information is provided in partial fulfillment of the monitoring requirements in Permit No. 0286575-001-JC Western Destin Beach Restoration."** The cover letter shall summarize any significant compliance issues, summarize any corrective measures taken as result of a turbidity violation and provide the dates or monitoring period of the reports. Also, please clearly reference the permit number and project name on each page of the reports. In addition to analytical results for samples and quality control, each report should also include:
 - a. Specific monitoring requirements for the sampling location;
 - b. Time and date samples were taken;
 - c. Sampling results, the net difference between compliance and background results, and whether the turbidity level is in compliance (any violations of the turbidity

standard shall be highlighted).

- d. Depth of water body and depth of samples;
- e. Water temperature;
- f. Antecedent weather conditions, including wind direction and velocity;
- g. Tidal stage and direction of flow;
- h. A statement describing the methods used in collection, handling and analysis of the samples;
- i. Turbidity meter calibration/verification documentation;
- j. A map indicating the location of the current construction activity, the sampling locations (background and compliance), the visible plume pattern of the applicable mixing zone, and location of nearby Outstanding Florida Waters, if applicable; and
- k. A statement by the individual responsible for implementation of the sampling program concerning the authenticity, precision, limits of detection and accuracy of the data.

PHYSICAL MONITORING REQUIRED:

33. Pursuant to Rule 62B-41.005(16), F.A.C., physical monitoring of the project is required through acquisition of project-specific data to include, at a minimum, topographic and bathymetric surveys of the beach, offshore, and borrow site areas, and engineering analysis. The monitoring data are necessary in order for both the project sponsor and the Department to regularly observe and assess, with quantitative measurements, the performance of the project, any adverse effects which have occurred, and the need for any adjustments, modifications, or mitigative response to the project. The scientific monitoring process also provides the project sponsor and the Department information necessary to plan, design, and optimize subsequent follow-up projects, potentially reducing the need for and costs of unnecessary work, as well as potentially reducing any environmental impacts that may have occurred or be expected.

The attached Physical Monitoring Plan, received by the Department on October 6, 2009, is hereby approved and incorporated by reference as a specific condition of this permit. The Plan can be revised at any later time by written request of the Permittee and with the written approval of the Department. If subsequent to approval of the Monitoring Plan

there is a request for modification of the permit, the Department may require revised or additional monitoring requirements as a condition of approval of the permit modification.

As guidance for obtaining Department approval of any changes to the physical monitoring plan, the revised plan shall generally contain the following items:

- a. Topographic and bathymetric profile surveys of the beach and offshore shall be conducted within 90 days prior to commencement of construction, and within 60 days following completion of construction of the project. Thereafter, monitoring surveys shall be conducted annually for a period of three (3) years, then biennially until the next beach nourishment event or the expiration of the project design life, whichever occurs first. The monitoring surveys shall be conducted during a spring or summer month and repeated as close as practicable during that same month of the year. If the time period between the immediate post-construction survey and the first annual monitoring survey is less than six months, then the Permittee may request a postponement of the first monitoring survey until the following spring/summer. A prior design survey of the beach and offshore may be submitted for the pre-construction survey if consistent with the other requirements of this condition.

The monitoring area shall include profile surveys at each of the Department of Environmental Protection's DNR reference monuments within the bounds of the beach fill area and along at least 5,000 feet of the adjacent shoreline on both sides of the beach fill area. For those project areas that contain erosion control structures, such as groins or breakwaters, additional profile lines shall be surveyed at a sufficient number of intermediate locations to accurately identify patterns of erosion and accretion within this subarea. All work activities and deliverables shall be conducted in accordance with the latest update of the Bureau of Beaches and Coastal Systems (BBCS), *Monitoring Standards for Beach Erosion Control Projects, Section 01000 - Beach Profile Topographic Surveying and Section 01100 - Offshore Profile Topographic Surveying*.

- b. Bathymetric surveys of the borrow area(s) shall be conducted within 90 days prior to commencement of construction, and within 60 days following completion of construction of the project concurrently with the beach and offshore surveys required above. A prior design survey of the borrow area may be submitted for the pre-construction survey if consistent with the other requirements of this condition.

Survey grid lines across the borrow area(s) shall be spaced to provide sufficient detail for accurate volumetric calculations but spaced not more than a maximum of 500 feet apart, and shall extend a minimum of 500 feet beyond the boundaries of the borrow site. In all other aspects, work activities and deliverables shall be

consistent with the BBCS *Monitoring Standards for Beach Erosion Control Projects, Section 01200 - Borrow Site, Shoal and Other Bathymetric Surveying.*

- c. The Permittee shall submit an engineering report and the monitoring data to the BBCS within 90 days following completion of the post-construction survey and each annual or biennial monitoring survey.

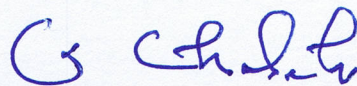
The report shall summarize and discuss the data, the performance of the beach fill project, and identify erosion and accretion patterns within the monitored area. In addition, the report shall include a comparative review of project performance to performance expectations and identification of adverse impacts attributable to the project.

Appendices shall include plots of survey profiles and graphical representations of volumetric and shoreline position changes for the monitoring area. Results shall be analyzed for patterns, trends, or changes between annual surveys and cumulatively since project construction.

34. Physical monitoring reports and data shall be submitted to the JCP Compliance Officer, at the Bureau of Beaches and Coastal Systems in Tallahassee. Failure to submit reports and data in a timely manner constitutes grounds for revocation of the permit. When submitting any monitoring information to the Bureau, please include a transmittal cover letter clearly labeled with the following at the top of each page: **"This monitoring information is submitted in accordance with Specific Condition Nos. 33 and 34 of Permit No. 0286575-001-JC, for the monitoring period [XX]."**

Executed in Tallahassee, Florida.

STATE OF FLORIDA DEPARTMENT
OF ENVIRONMENTAL PROTECTION



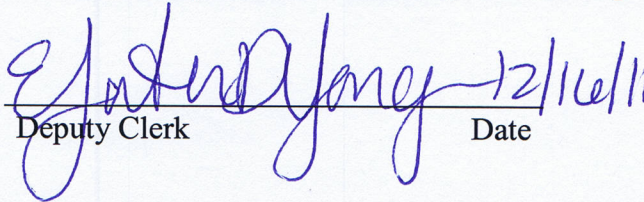
Gene Chalecki, P.E., Acting Bureau Chief
Bureau of Beaches and Coastal Systems

CERTIFICATE OF SERVICE

The undersigned hereby certifies that this Final Order was mailed before the close of business on this 16th day of December, 2011, to the above listed persons.

FILING AND ACKNOWLEDGMENT

FILED, on this date, pursuant to section 120.52, Florida Statutes, with the designated Department Clerk, receipt of which is hereby acknowledged.


Deputy Clerk Date

Prepared by Jamie Christoff and Lainie Edwards, PhD.

Attachments: Approved Permit Drawings (17 pages)
 Borrow Area Conservation Plan (Dredge Plan) (received March 6, 2009)
 Sediment QA/QC Plan (received and approved on March 6, 2009)
 Approved Physical Monitoring Plan (received and approved October 6, 2009)

Table 1. Marine Turtle Monitoring for Beach Restoration Projects

The following marine monitoring is required for beach restoration projects by the FWC, Bureau of Protected Species Management. Reports summarizing the nesting should be submitted to the Tequesta office with a copy to the Tallahassee office by January 15 of the subsequent year. Data for nesting activity on filled and nonfilled areas should be reported separately, and should include numbers of nests lost to erosion or washed out.

Characteristic	Parameter	Measurement	Variable
Nesting Success	False crawls - number	Visual assessment of all false crawls	Number and location of false crawls in fill areas, groin areas, and nonfill areas: any interaction of the turtle with obstructions, such as groins, seawalls, or scarps, should be noted.
	False crawl - type	Categorization of the stage at which nesting was abandoned	Number in each of the following categories: emergence-no digging, preliminary body pit, abandoned egg chamber
	Nests	Number	The number of marine turtle nests in filled and nonfilled areas should be noted. If possible, the location of all marine turtle nests shall be marked on map of project, and approximate distance to the groins, sea walls or scarps measured using a meter tape (optional). Any abnormal cavity morphologies should be reported as well as whether turtle touched groins, seawalls, or scarps during nest excavation or beach ascent
		Lost Nests	The number of nests lost to inundation, erosion or the number with lost markers that could not be found
Reproductive Success	Emergence & hatching success	Standard survey protocol	Numbers of the following: unhatched eggs, depredated nests and eggs, live pipped eggs, dead pipped eggs, live hatchlings in nest, dead hatchlings in nest, hatchlings emerged, disoriented hatchlings, depredated hatchlings



Florida Department of Environmental Protection

Marjory Stoneman Douglas Building
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Rick Scott
Governor

Jennifer Carroll
Lt. Governor

Herschel T. Vinyard Jr.
Secretary

CERTIFIED - RETURN RECEIPT REQUESTED

July 19, 2012

Applicant / Original Permittee:

Okaloosa County
c/o Jim Trifilio
1540 Miracle Strip Parkway, SE
Ft. Walton Beach, FL 32548

Transferee / New Permittee:

City of Destin
c/o Mayor Sam Seevers
4200 Indian Bayou Trail
Destin, FL 32541

PERMIT TRANSFER MODIFICATION

Permit Modification No. 0286575-003-JN
Permit No. 0286575-001-JC, Okaloosa County
Western Destin Beach Restoration

Dear Mr. Trifilio:

Your request to modify Permit No. 0286575-001-JC, was received on May 11, 2012, and has been reviewed by Department staff. The proposed permit modification is to transfer the permit from Okaloosa County to the City of Destin.

Both Okaloosa County and the City of Destin have signed the Permit Transfer Agreement. The City of Destin has agreed to abide by the terms of the permit and to be responsible for any violations of the permit.

Your request for transfer of Permit No. 0286575-001-JC from Okaloosa County to the City of Destin has been approved. Staff finds that the proposed modification is not expected to adversely affect water quality or be contrary to the public interest. Staff has also determined that the proposed alteration does not increase the potential for adverse impact on the coastal system, public beach access seaward of the mean high water line or nesting sea turtles and hatchlings and

Notice of Permit Modification
Permit Modification No. 0286575-003-JN
Western Destin Beach Restoration
Page 2 of 5

their habitat, and that the proposed alteration does not reduce the design adequacy of the project. Since the proposed modification is not expected to result in any adverse environmental impact or water quality degradation, the **permit is hereby modified** as stated above. By copy of this letter, we are notifying all necessary parties of the modification(s).

This letter of approval does not alter the December 16, 2016 expiration date, other Specific or General Conditions, or monitoring requirements of the permit. This letter must be attached to the original permit.

This permit is hereby modified unless a sufficient petition for an administrative hearing is timely filed under Sections 120.569 and 120.57, Florida Statutes (F.S.), as provided below. The procedures for petitioning for a hearing are set forth below. Mediation under Section 120.573, F.S., is not available for this proceeding.

NOTICE OF RIGHTS

A person whose substantial interests are affected by the Department's action may petition for an administrative proceeding (hearing) under Sections 120.569 and 120.57, F.S. The petition must contain the information set forth below and must be filed (received by the clerk) in the Office of General Counsel of the Department at 3900 Commonwealth Boulevard, Mail Station 35, Tallahassee, Florida 32399-3000.

Because the administrative hearing process is designed to redetermine final agency action on the application, the filing of a petition for an administrative hearing may result in further modification of the permit or even a denial of the application. If a sufficient petition for an administrative hearing or request for an extension of time to file a petition is timely filed, this permit modification automatically becomes only proposed agency action on the application subject to the result of the administrative review process. Accordingly, the applicant is advised not to commence construction or other activities under this permit modification until the deadlines noted below for filing a petition for an administrative hearing or request for an extension of time has expired.

Under Rule 62-110.106(4), Florida Administrative Code (F.A.C.), a person whose substantial interests are affected by the Department's action may also request an extension of time to file a petition for an administrative hearing. The Department may, for good cause shown, grant the request for an extension of time. Requests for extension of time must be filed with the Office of General Counsel of the Department at 3900 Commonwealth Boulevard, Mail Station 35, Tallahassee, Florida 32399-3000, before the applicable deadline. A timely request for extension of time shall toll the running of the time period for filing a petition until the request is acted upon. If a request is filed late, the Department may still grant it upon a motion by the requesting party showing that the failure to file a request for an extension of time before the deadline was the result of excusable neglect.

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Western Destin Beach Restoration
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In the event that a timely and sufficient petition for an administrative hearing is filed, other persons whose substantial interests will be affected by the outcome of the administrative process have the right to petition to intervene in the proceeding. Any intervention will be only at the discretion of the presiding judge upon the filing of a motion in compliance with Rule 28-106.205, F.A.C.

In accordance with Rule 62-110.106(3), F.A.C., petitions for an administrative hearing by the applicant must be filed within 14 days of receipt of this written notice. Petitions filed by any persons other than the applicant, and other than those entitled to written notice under Section 120.60(3), F.S., must be filed within 14 days of publication of the notice or within 14 days of receipt of the written notice, whichever occurs first.

Under Section 120.60(3), F.S., however, any person who has asked the Department for notice of agency action may file a petition within 14 days of receipt of such notice, regardless of the date of publication.

The petitioner shall mail a copy of the petition to the applicant at the address indicated above at the time of filing. The failure of any person to file a petition for an administrative hearing within the appropriate time period shall constitute a waiver of that person's right to request an administrative determination (hearing) under Sections 120.569 and 120.57, F.S.

In accordance with Rule 28-106.201, F.A.C., a petition that disputes the material facts on which the Department's action is based must contain the following information:

- (a) The name and address of each agency affected and each agency's file or identification number, if known;
- (b) The name, address, and telephone number of the petitioner; the name, address, and telephone number of the petitioner's representative, if any, which shall be the address for service purposes during the course of the proceeding; and an explanation of how the petitioner's substantial interests are or will be affected by the agency determination;
- (c) A statement of when and how the petitioner received notice of the agency decision;
- (d) A statement of all disputed issues of material fact. If there are none, the petition must so indicate;
- (e) A concise statement of the ultimate facts alleged, including the specific facts that the petitioner contends warrant reversal or modification of the agency's proposed action;
- (f) A statement of the specific rules or statutes that the petitioner contends require reversal or modification of the agency's proposed action, including an explanation of how the alleged facts relate to the specific rules or statutes; and

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Permit Modification No. 0286575-003-JN
Western Destin Beach Restoration
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- (g) A statement of the relief sought by the petitioner, stating precisely the action that the petitioner wishes the agency to take with respect to the agency's proposed action.

A petition that does not dispute the material facts on which the Department's action is based shall state that no such facts are in dispute and otherwise shall contain the same information as set forth above, as required by Rule 28-106.301, F.A.C. Under Sections 120.569(2)(c) and (d), F.S., a petition for administrative hearing must be dismissed by the agency if the petition does not substantially comply with the above requirements or is untimely filed.

This action is final and effective on the date filed with the Clerk of the Department unless a petition is filed in accordance with the above. Upon the timely filing of a petition this order will not be effective until further order of the Department.

This permit modification constitutes an order of the Department. The applicant has the right to seek judicial review of the order under Section 120.68, F.S., by the filing of a notice of appeal under Rule 9.110 of the Florida Rules of Appellate Procedure with the Clerk of the Department in the Office of General Counsel, 3900 Commonwealth Boulevard, Mail Station 35, Tallahassee, Florida 32399-3000; and by filing a copy of the notice of appeal accompanied by the applicable filing fees with the appropriate district court of appeal. The notice of appeal must be filed within 30 days from the date when the final order is filed with the Clerk of the Department.

When there has been no publication of notice of agency action or notice of proposed agency action as prescribed in Rule 62-110.106, F.A.C., a person may request a copy of the agency action. The Department shall upon receipt of such a request, if agency action has occurred, promptly provide the person with notice. The Department does not require notice of this agency action to be published. However, the applicant may elect to publish notice as prescribed in Rule 62-110.106, F.A.C., which constitutes notice to the public and establishes a time period for submittal of any petition.

If you have any questions regarding this matter, please contact Lainie Edwards at the letterhead address (add Mail Station 300) or by telephone at (850) 414-7796.

Sincerely,



Martin K. Seeling
Environmental Administrator
Bureau of Beaches & Coastal Systems

MKS/le

Notice of Permit Modification
Permit Modification No. 0286575-003-JN
Western Destin Beach Restoration
Page 5 of 5

Copies furnished to:

Sam Seevers, City of Destin
Maryann Ustick, City of Destin
Gregory Stewart, Esq., Okaloosa County
Jim Curry, Okaloosa County
Danielle Fondren, Bureau Chief, BBCS
Robert Brantly, BBCS
Ralph Clark, BBCS
Alex Reed, BBC
Martin Seeling, BBCS
El Kromhout, BBCS
Catherine Florko, BBCS
Roxane Dow, BBCS
Rolando Gomez, BBCS
Walter C. Thompson, Jr.
Kent Safriet, Hopping Green & Sams, P.A.
Oceania Condominium Association

Clif Payne, CORPS Pensacola
Steve Andrews, CORPS Pensacola
Michael Trudnak, Taylor Engineering
Matt Trammel, Taylor Engineering
Stan Warden, OGC
Kelly Russell, OGC
West Gregory, OGC
Andrew Joslyn, NW District Office
Robbin Trindell, ISMS, FWC
Dr. John Himes, FWC, Northwest Region
David Sherry
Rebecca Sherry
John Donovan
JCP Compliance Officer
Roland Guidry
BBCS Permit File

FILING AND ACKNOWLEDGMENT

FILED, on this date, pursuant to Section 120.52, Florida Statutes, with the designated
Department Clerk, receipt of which is hereby acknowledged.



Deputy Clerk



Date

Webb Warren

From: Alex Fogg <afogg@myokaloosa.com>
Sent: Thursday, October 28, 2021 12:33 PM
To: Webb Warren
Subject: NuShore Permit modification - Destin Approval
Attachments: NuShore Infographic - FINAL.pdf

[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.]

Webb,

As discussed, we are getting close to starting the NuShore project at James Lee Park and a location on Okaloosa Island.

The mechanism we are using to permit this project is to modify existing DEP Permits (Ok Island: 0286020-004-JN & West Destin: 0286575-007-JN)

Due to some DEP oversight, it turns out one of the permits was transferred to the City of Destin a while back under another permit modification, so they now need written permission (email) that allows us modify the permit to proceed with the project. This is merely a formality as we have been working this project for more than a year now.

I've attached an infographic that we recently put together about the project.

Give me a shout if you want to discuss more.

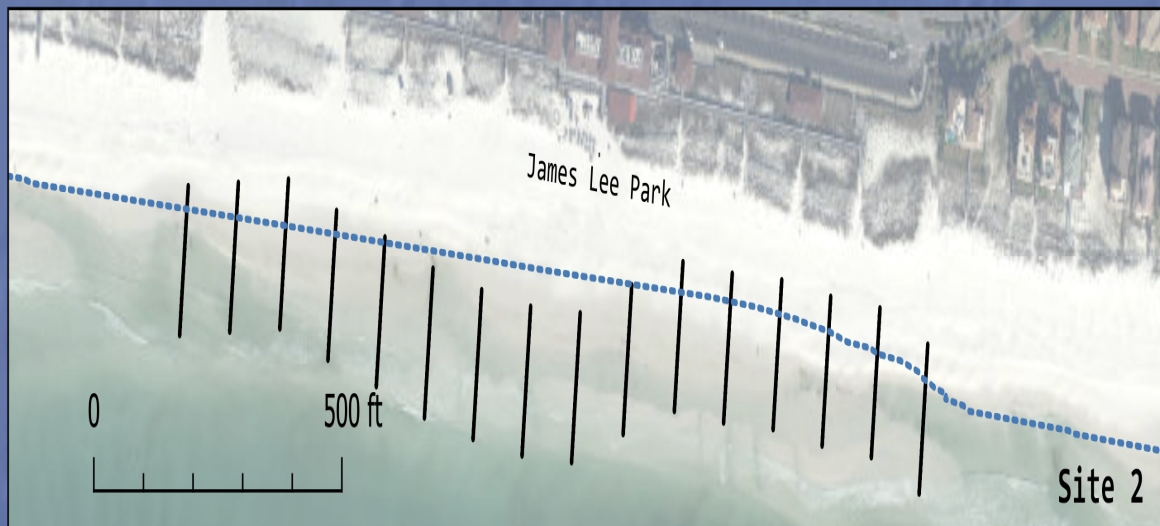
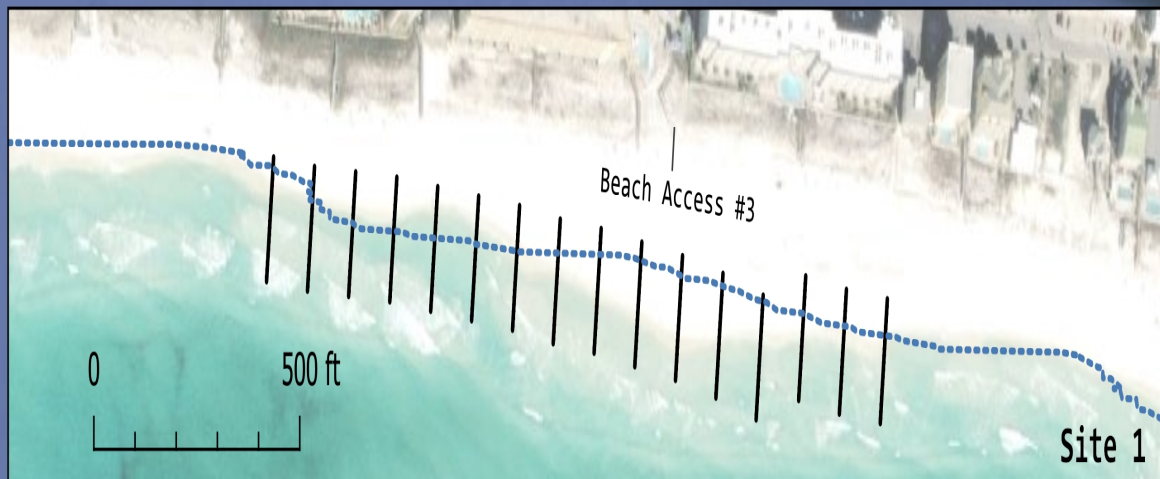
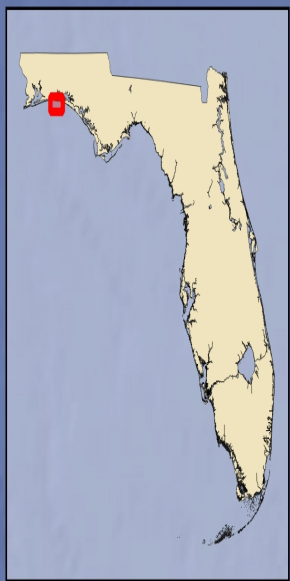
Thanks!

Alex Fogg
Coastal Resource Manager
(850) 609-5394

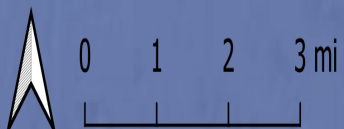


ALEX FOGG
COASTAL RESOURCE MANAGER
Destin-Fort Walton Beach, Florida
850.609.5394
1540 Miracle Strip Pkwy Fort Walton Beach, Florida 32548
destinfb.com

Please note: Due to Florida's very broad public records laws, most written communications to or from County employees regarding County business are public records, available to the public and media upon request. Therefore, this written e-mail communication, including your e-mail address, may be subject to public disclosure.



— NuShore Porous Groynes
- - - Mean High Water Line





FLORIDA DEPARTMENT OF Environmental Protection

Bob Martinez Center
2600 Blair Stone Road
Tallahassee, FL 32399-2400

Ron DeSantis
Governor

Jeanette Nuñez
Lt. Governor

Shawn Hamilton
Secretary

November 2, 2021

Okaloosa County
Attn: Alex Fogg
1540 Miracle Strip Parkway
Fort Walton Beach, FL 32579
afogg@myokaloosa.com

c/o

Capital City Consulting
Attn: Andrew Ketchel
124 E. Jefferson Street
Tallahassee, FL 32301
andrew@cccfla.com

Permit Modification No. 0286020-004-JN
Permit No. 0286020-001-JC, Okaloosa County
Okaloosa Island Beach Restoration: Nu-Shore Installation II

Dear Mr. Fogg:

Your request to modify Permit No. 0286020-001-JC was received on August 5, 2021, and has been reviewed by Florida Department of Environmental Protection (Department) staff. The proposed permit modification is to allow for the temporary installation of the NuShore porous beach groin system.

Background

On February 2, 2012, the Department issued Permit No. **0286020-001-JC** to Okaloosa County to restore a 2.8-mile segment of Santa Rosa Island. Beach compatible material was authorized to be dredged from an offshore borrow area for up to 5 years. The Department simultaneously granted a variance, File No. **0286020-002-BV₂**, which allowed an expanded mixing zone of a 1,500-meter mixing zone when dredging within or immediately upcurrent of the Outstanding Florida Waters (OFW); an expanded mixing zone polygon measuring up to 3,000 meters alongshore and 1610

Notice of Permit Modification

Permit Modification No. 0286020-004-JN

Okaloosa Island Beach Restoration: Nu-Shore Installation II

Page 2 of 16

meters (1 mile) offshore for the placement (within the OFW) and an anti-degradation allowance of 3.0 Nephelometric Turbidity Units (NTU) above the corresponding background for placement (only) within the OFW. The variance also allowed a 90-day duration for work within or immediately up-current of the OFW.

For additional background, please see the ***CONSOLIDATED NOTICE OF INTENT TO ISSUE JOINT COASTAL PERMIT AND AUTHORIZATION TO USE SOVEREIGN SUBMERGED LANDS*** for Permit No. 0286020-001-JC at the following website:

[https://depdms.dep.state.fl.us/Oculus/servlet/shell?command=getEntity&\[guid=20.191931.1\]&\[profile=Permitting_Authorization\]](https://depdms.dep.state.fl.us/Oculus/servlet/shell?command=getEntity&[guid=20.191931.1]&[profile=Permitting_Authorization])

On October 3, 2016 the Department issued Permit No. **0286020-003-JN** to Okaloosa County to extend the permit duration until February 2, 2027, pursuant to Rule 62B-49.011(5), Florida Administrative Code (F.A.C.). Specific Condition 4 was updated to require proof of a recorded public easement for use of the offshore borrow area for more than 5 years, prior to the next construction event. The Department also reevaluated the need for Variance No. 0286020-002-BV during this review. The size of the mixing zone was reduced based on the intermediate turbidity monitoring data provided and the natural background variability of turbidity within the OFW was established in accordance with revisions to Rule 62-4 F.A.C. Variance No. 0286020-003-BV was negated.

Staff Assessment and Justification

In order to combat beach erosion and to maintain the benefits of a healthy beach and dune system Okaloosa County seeks to find creative ways to address this issue. The NuShore temporary porous groin system is comprised of 150-foot long lines of mesh fencing, typically spaced 100 feet apart, installed perpendicular to the shoreline, with approximately 50 feet onshore and 100 feet into the water. The porous groins have smaller mesh at the bottom with larger mesh holes toward the top. The proposed system will be installed up to a 6-month period outside of marine turtle nesting season and will be cleaned and stored for potential redeployment that would be authorized under an additional permit modification. Deployment of the system will require periodic maintenance due to storms, heavy grass periods, periodic lifting of system and periodic cleaning of the system.

Pursuant to Rule 62B-41.005(5), F.A.C., structures which interfere with the natural longshore and onshore/offshore movement of sediments shall not be allowed unless a net positive benefit to the coastal system can reasonably be expected to occur and mitigation is provided for any adverse impact which may occur to the coastal system. Depending on wave conditions, the operation and adjustments of the NuShore net groins are expected to detain a volume of sand that would increase the elevation and seaward advance of the beach berm.

While the gradual accumulation of sand within the groin field is not expected to have adverse impact on the adjacent beaches, under some wave conditions and with proficient operation of the

Notice of Permit Modification

Permit Modification No. 0286020-004-JN

Okaloosa Island Beach Restoration: Nu-Shore Installation II

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groins, the volume of material detained within the groin field could result in a localized deficit of sand supply to the adjacent beaches. If this deficit were to lower the elevation of the adjacent beach to such a degree that wave runup reaches the vegetation line or toe of dune, then the groins would have caused an adverse impact to the beach and dune.

Wave runup during the passage of winter cold fronts can also reach the vegetation line or toe of dune. The adverse impact of the groins, should it occur, is expected to be limited to the 1,000-foot segment of beach immediately adjacent to the groin field; consequently, the segment of beach beyond this limit may be used as a control site for determining adverse impact of the groins versus the effects of winter storm events. As noted above, the Department may, as a condition of the permit, require mitigation to offset an adverse impact which may occur.

To mitigate adverse impact, visual observations of the beach will be conducted to trigger actions to offset erosion that has the potential to damage the dune and vegetation along the immediately adjacent beaches. The mitigation actions may include raising or removing of a portion of the net groins to allow accumulated sand to be transported by natural littoral sand transport to the adjacent beaches, or by placement of sand on the adjacent effected beach from an inland sand source. The mechanical redistribution of accumulated sand from within the groin field to adjacent beaches is not authorized.

Pursuant to Rule 62B-41.005(16) F.A.C., physical monitoring of this project shall be required through acquisition of project-specific data to include, at a minimum, topographic surveys of the beach. The monitoring data is necessary in order for both the project sponsor(s) and the Department to regularly observe and assess, with quantitative measurements, the performance of the project, any adverse effects which may occur (e.g. to nesting sea turtles, nearshore hardbottom areas or adjacent shorelines), and the need for any adjustments, modifications, or mitigation response to the project pursuant to Rule 62B-41.005(17), F.A.C. The scientific monitoring process also provides the project sponsor(s) and the Department information necessary to plan, design, and optimize subsequent follow-up projects, potentially reducing the need for and costs of unnecessary work, as well as potentially reducing any environmental impacts that may have occurred or be expected.

The Department and the Fish and Wildlife Commission (FWC) have reviewed the request and have provided additional Specific Conditions to ensure that the proposed project does not have an adverse impact on the coastal system, is consistent with Section 161.12(1) Florida Statutes (F.S.) and meets all state requirements for the protection of threatened and endangered species in accordance with 379.2431(1), F.S. The permit shall be modified accordingly.

Inclusion of the General Consent Conditions

The General Consent Conditions have been added to the permit. Rule 18-21.004(7), F.A.C., says:

All authorizations granted by rule or in writing under Rule 18- 21.005, F.A.C., ... shall be subject to the general conditions as set forth in paragraphs (a) through (i) below. The

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general conditions shall be part of all authorizations under this chapter, shall be binding upon the grantee, and shall be enforceable under Chapter 253 or 258, Part II, F.S.

The Activity Description shall be revised as follows (~~striketroughs~~ are deletions, underlines are additions):

ACTIVITY DESCRIPTION:

The Okaloosa Island Beach Restoration Project includes the placement of approximately 940,000 cubic yards (cy) of beach quality sand along a 2.8-mile segment of Santa Rosa Island. The design includes a 40-foot-wide dune crest at an elevation of 14 feet NAVD, a 60-foot-wide back berm at 8.5 feet NAVD, and a variable width berm at 5.5 feet NAVD. The dune will transition into the back berm at a 1:4 (vertical:horizontal) slope; the back berm will transition into the berm at a 1:10 slope; and the berm will transition into the existing sea bottom at a 1:10 slope. In areas where the landward edge of the dune crest does not tie into the existing dune, the landward dune face will merge into the existing topography at a 1:4 slope. The beach-compatible fill for this project will be dredged from an offshore borrow area.

The project also includes the onetime installation, including as needed maintenance during deployment, of the NuShore Temporary Porous Groin System.

~~The Permittee has also requested a variance (File No. 0286020-002-BV) from Rule 62-4.244(5)(c), F.A.C., which would temporarily establish expanded mixing zones. The mixing zone for the dredge site measures 1500 meters downcurrent from the dredge when the turbidity plume extends into Outstanding Florida Waters (OFW). The mixing zone for the beach placement site measures up to 3000 meters along shore and 1 mile (1610 meters) off shore from the point where water discharged from the dredge pipeline reenters the Gulf of Mexico. The requested variance from the antidegradation provisions in Rules 62-4.242(2)(a)2.b., 62-302.700(1) and 62-312.080(3), F.A.C., would establish a maximum allowable turbidity level of 3.0 NTUs above background for work within OFW at the placement site.~~

The Activity Location shall be revised as follows (~~striketroughs~~ are deletions, underlines are additions):

ACTIVITY LOCATION:

The beach restoration site is located between ~~FDEP reference monuments~~ R-1 and R-15 on Santa Rosa Island, in Okaloosa County, Sections 28 through 30, Township 2 South, Range 23 West, in the Gulf of Mexico, Class III Waters. The entire beach restoration site is situated within the Gulf Islands National Seashore, which is designated as Outstanding Florida Waters. The borrow area for this project is centered approximately 1.25 miles offshore of Okaloosa Island and 3 miles west of East Pass, within a relic ebb tidal delta, in water depths of -36 to -51 feet, NAVD. The landward edge of the borrow area lies within the Outstanding Florida Waters of the Gulf Islands

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National Seashore, the boundary of which extends 1 mile offshore of Santa Rosa Island. The NuShore Temporary Porous Groin System may be installed between DEP reference monuments R-6 and R-8.

The General Consent Conditions shall be added as follows:

GENERAL CONSENT CONDITIONS:

1. Authorizations are valid only for the specified activity or use. Any unauthorized deviation from the specified activity or use and the conditions for undertaking that activity or use shall constitute a violation. Violation of the authorization shall result in suspension or revocation of the grantee's use of the sovereignty submerged land unless cured to the satisfaction of the Board.
2. Authorizations convey no title to sovereignty submerged land or water column, nor do they constitute recognition or acknowledgment of any other person's title to such land or water.
3. Authorizations may be modified, suspended or revoked in accordance with their terms or the remedies provided in Sections 253.04 and 258.46, F.S., or Chapter 18-14, F.A.C.
4. Structures or activities shall be constructed and used to avoid or minimize adverse impacts to sovereignty submerged lands and resources.
5. Construction, use or operation of the structure or activity shall not adversely affect any species that is endangered, threatened or of special concern, as listed in Rules 68A-27.003, 68A-27.004 and 68A-27.005, F.A.C.
6. Structures or activities shall not unreasonably interfere with riparian rights. When a court of competent jurisdiction determines that riparian rights have been unlawfully affected, the structure or activity shall be modified in accordance with the court's decision.
7. Structures or activities shall not create a navigational hazard.
8. Activities shall not interfere with the public easement for traditional uses of the sandy beaches provided in section 161.141, F.S.
9. Structures shall be maintained in a functional condition and shall be repaired or removed if they become dilapidated to such an extent that they are no longer functional. This shall not be construed to prohibit the repair or replacement subject to the provisions of Rule 18-21.005, F.A.C., within one year, of a structure damaged in a discrete event such as a storm, flood, accident or fire.

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10. Structures or activities shall be constructed, operated and maintained solely for water dependent purposes, or for non-water dependent activities authorized under paragraph 18-21.004(1)(g), F.A.C., or any other applicable law.

The specific conditions shall be revised as follows (~~strikethroughs~~ are deletions, underlines are additions):

2. Unless otherwise specified in ~~other permit conditions~~, the specific conditions of all reports or notices relating to this permit, all submittals required herein (e.g., progress reports, water quality reports etc.) shall be electronically submitted (via e-mail, file transfer site or hard drive). Email submittals shall be sent to the Department's DEP, Bureau of Beaches and Coastal Systems, JCP Compliance Officer, 3900 Commonwealth Boulevard, Mail Station 300, Tallahassee, Florida 32399-3000 (e-mail address: JCPCCompliance@dep.state.fl.us) and the DEP NW District Office (NWD_ERP_Applications@dep.state.fl.us), Submerged Lands and Environmental Resources, 160 Governmental Center, Pensacola, Florida 32502-5794. If a file transfer site is used, a link shall be e-mailed to the JCP Compliance Officer. If data are too large to be submitted via e-mail or file transfer site, the Permittee may submit the data via an external hard drive, provided by the Permittee. The external harddrive shall be mailed to:

Department of Environmental Protection
Office of Resilience and Coastal Protection
Attn: JCP Compliance Officer
2600 Blair Stone Road, Mail Station 3566
Tallahassee, FL 32399-2400

4. No work shall be conducted under this permit until the Permittee has received a written *NOTICE TO PROCEED* from the Department. At least 30 days prior to the requested date of issuance of the notice to proceed, the Permittee shall submit the following for review and approval by the Department:
- a. ~~Two hard copies and a~~ An electronic copy of detailed **final construction plans and specifications** for all authorized activities. The plans and specifications must be consistent with the Activity Description, conditions and approved drawings of in this permit and the attached permit drawings. These documents shall be signed and sealed by ~~the design~~ a professional engineer who must be registered in the State of Florida, and shall bear the certifications specified in Rule 62B-41.007(4), F.A.C. The plans and specifications shall include a description of the dredging and beach construction methods to be utilized and drawings and surveys that show all biological resources and work spaces (e.g.,

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anchoring area, pipeline corridors, staging areas, boat access corridors, etc.) to be used for this project.

- b. ***Turbidity monitoring qualifications.*** Construction at the project site shall be monitored closely by an experienced person, to assure that turbidity levels do not exceed the compliance standards. Also, an individual familiar with beach construction techniques, ~~the approved Sediment QA/QC Plan,~~ and turbidity monitoring shall be present during daylight hours when turbidity generating activities are occurring ~~fill material is discharged on the beach.~~ This individual shall have authority to alter construction techniques or shut down the dredging or beach construction operations if turbidity levels exceed the compliance standards. The names and qualifications of those individuals performing these functions, along with 24-hour contact information, shall be submitted to the Department for approval.
- c. ~~Proof that the Erosion Control Line has been recorded.~~
- cd. Proof that the Public Easement for the offshore borrow area has been recorded.

5. Pre-Construction Conference. The Permittee shall conduct a pre-construction conference to review the specific conditions and monitoring requirements of this permit with Permittee's contractors, the engineer of record, those responsible for turbidity monitoring, those responsible for protected species monitoring, staff representatives of the FWC and the JCP Compliance Officer (or designated alternative) prior to each construction event. In order to ensure that appropriate representatives are available, at least twenty-one (21) days prior to the intended commencement date for the permitted construction, the Permittee is advised to contact the Department, and the other agency representatives listed below:

~~DEP Bureau of Beaches & Coastal Systems~~
JCP Compliance Officer
Mail Station 300
3900 Commonwealth Boulevard
Tallahassee, Florida ~~32399-3000~~
phone: (850) 414-7716
e-mail: JCPCompliance@dep.state.fl.us

DEP, NW District Office
Submerged Lands & Environmental Resources
160 Governmental Center
Pensacola, Florida 32502-5794
phone: (850) 595-8300

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email: NWD_ERP_Applications@dep.state.fl.us

FWC, Imperiled Species Management Section
Florida Fish & Wildlife Conservation Commission
620 South Meridian Street
Tallahassee, Florida 32399-1600
phone: (850) 922-4330
fax: (850) 921-4369
email: marineturtle@myfwc.com

Gulf Island National Seashore (optional attendee)
Darrell Echols
1801 Gulf Breeze Parkway
Gulf Breeze, Florida 32563
Phone: (850) 934-2600
Email: Darrell_Echols@nps.gov

FWC Regional Biologist
See Contact list for phone numbers ([http://myfwc.com/conservation/you-
conserve/wildlife/shorebirds/contacts](http://myfwc.com/conservation/you-
conserve/wildlife/shorebirds/contacts))

The Permittee is also advised to schedule the pre-construction conference at least a week prior to the intended commencement date. At least seven (7) days in advance of a pre-construction conference, the Permittee shall provide written notification, advising the participants (listed above) of the agreed-upon date, time and location of the meeting, and also provide a meeting agenda and a teleconference number.

If the actual construction start date is different from the expected start date proposed during the preconstruction conference, at least 48 hours prior to the commencement of each dredging event, the Permittee shall ensure that notification is sent to the FWC MarineTurtle@MyFWC.com. The Permittee shall also ensure that all contracted workers and observers are provided a copy of all permit conditions.

Fish and Wildlife Monitoring- Temporary NuShore Porous Groin System

34. The Permittee is authorized to deploy the NuShore Temporary Porous Groin system at the specified location for a period not to exceed 6-months in duration, between November 1 and April 30. During installation, operation, maintenance and removal of the groin system, the Permittee shall also abide by Specific Conditions 35 through 41.

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35. No construction, operation, transportation or storage of equipment or materials is authorized on marine turtle nesting habitat (sandy beach) during nesting season of May 1 through October 31.
36. All activity shall be confined to daylight hours. No temporary lighting of the construction area is authorized at any time during the marine turtle nesting season. No permanent lighting is authorized.
37. All activities shall avoid marked marine turtle nests including those that may be on the beach before or after the marine turtle nesting season. Any impacts to nests that may have inadvertently occurred or if a marine turtle nest is exposed, or a dead, injured, or sick marine turtle is discovered, the Permittee shall ensure that the Marine Turtle Permit Holder be notified immediately such that appropriate conservation measures can be taken. Within 24 hours of any such occurrence, the Permittee shall submit a report detailing the incident (e.g., date, time, permit number, location, photos, contact information, incident and response descriptions) to the FWC at MarineTurtle@MyFWC.com.
38. **Shorebird Protection.** The term “shorebird” is used here to refer to all solitary nesting shorebirds and colonial nesting seabirds that nest on Florida’s beaches. These conditions are intended to avoid direct impacts associated with the construction of the project and may not address all potential take incidental to the operation and use related to this authorization. The Permittee shall adhere to the shorebird protection conditions during the shorebird breeding cycle, which includes nesting.
- a. Shorebird breeding season dates for this project area are **March 15 through September 1** (note that while most species have completed the breeding cycle by September 1, flightless young may be present through September and must be protected if present).
- b. No construction, operation, transportation or storage of equipment or materials is authorized within the area used by least terns for nesting (see attached map) during least tern nesting season of March 15 through September 1.
- c. If breeding or nesting behavior is confirmed by the presence of a scrape, eggs or young outside of the historic area used for nesting the Permittee (or their designee) shall notify the FWC Regional Shorebird Biologist within 24 hours.

Notification. Any injury or death of a shorebird (including to eggs or young) resulting from project activities shall be reported immediately to the

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FWC Regional Shorebird Biologist, Nick Vitale
(Nick.Vitale@MyFWC.com).

- 39. Netting material shall be kept vertically taut, upright and with no gaps greater than ½ inch along the bottom, at the stanchions, or between panels or panel layers so the potential for entanglement of wildlife is minimized. Repairs to keep the groin material in place and vertically taut shall be completed within 48 hours.
- 40. Incidences of injured or dead protected wildlife species as a result of the NuShore Groin system shall immediately be reported to the FWC at 888-404-3922.
- 41. Reports of entangled, injured, or dead protected wildlife species as a result of the NuShore Groin system shall be compiled and submitted annually (based on permit issuance date) to MarineTurtle@MyFWC.com (with copy to the JCP Compliance Officer). Reports should at a minimum include date, time, species, number of individuals, general summary of animal condition, and final disposition of the animal.

Physical Monitoring and Mitigation- Temporary NuShore Porous Groin System

- 42. Monitoring and reporting of the NuShore permitted activities shall be conducted in accordance with the conditions of this permit. These monitoring requirements apply to the NuShore activities and do not supersede or replace the monitoring requirements for the previously authorized beach restoration.
 - a. Topographic profile surveys of the beach shall be conducted immediately prior to installation of the net groins at the beginning of each installation period and immediately prior to their removal at the end of each installation period.

The monitoring area shall include profile surveys at each of the Department of Environmental Protection's DEP reference monuments within the bounds of the 1,500-foot project areas and at the next three (3) the DEP reference monuments on both sides of the project area. Additional profile lines shall be surveyed at a sufficient number of intermediate locations to accurately quantify patterns of erosion and accretion within the monitoring area.

All work activities and deliverables for the monitoring surveys shall be conducted in accordance with the latest update of the Department's Monitoring Standards for Beach Erosion Control Projects, Sections 01000.

<https://floridadep.gov/sites/default/files/PhysicalMonitoringStandards.pdf>

- b. The Permittee shall submit an engineering report and the monitoring data to the Department within 60 days following completion of the final monitoring survey for the installation period. Provide a site plan depicting the reference monument and intermediate profile locations along an upland shore-parallel baseline. Include a table of the State Plane Coordinates of the point of beginning for each profile line and the azimuth of the bearing. The report shall summarize and discuss the data, the performance of the project, and identify erosion and accretion patterns within the monitored area. Results shall be analyzed for patterns, trends, and changes during installation. The report for the second installation period and subsequent installation periods will include a comparative analysis of patterns, trends and changes between installation periods and with the preceding installation periods.

The report shall include separate computations, tables and graphic illustrations of volumetric and shoreline position changes for the monitoring area both within the project area encompassed by the groins and the two adjacent beaches on both sides of the project areas. An appendix shall include superimposed plots of the beach profile surveys at each profile location.

- c. A digital copy of the monitoring report and a digital file of the survey data shall be submitted to the Department. Monitoring reports and data shall be submitted by email to the Department's JCP Compliance Officer at JCPCCompliance@dep.state.fl.us. In the subject line of the submittal include the Project Name, Permit Number and the dates of the monitoring period. Failure to submit reports and data in a timely manner constitutes grounds for revocation of the permit. When submitting this information to the Department, please include a transmittal cover letter clearly labeled with the following at the top of each page: **"This monitoring information is provided in partial fulfillment of the monitoring requirements in Permit No. 0286020-004-JN & 0286575-007-JN."**

43. The Permittee shall regularly visually observe and photograph the limits of wave runup along the beaches immediately adjacent to the groin field (i.e., within the 3,000 foot segment of beach both east and west of the groin field). Observations will be conducted periodically, especially after significant wave events generated by winter cold fronts. If wave runup within the 1,000-foot segments of beach adjacent to the groin field reaches the vegetation line or toe of dune, and wave

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runup does not reach the vegetation line or toe of dune along the segment of beach between 2,000 feet to 3,000 feet from the groin field, then the Permittee shall mitigate the effects of the groin field deemed to have caused an adverse impact to the beach. Mitigation actions may include raising or removing a portion of the net groins to allow accumulated sand to be transported by natural littoral sand transport to the adjacent beaches, or by placement of sand on the adjacent effected beach imported from an inland sand source. The mechanical redistribution of accumulated sand from within the groin field to adjacent beaches is not authorized.

Upon the triggering of a mitigation action, the Permittee will notify the Department and provide a site inspect report and photographs describing the beach-dune conditions. Actions shall be commenced within five (5) days of the occurrence of a triggering event. If the import of sand from an inland sand source is proposed, then a physical benchmark sand sample and identification of the sand source shall be provided with the site inspection report.

44. The Department shall be notified within 48 hours of the intended deployment date and within 48 hours intended removal date. Additionally, notice shall be provided to the Department within 48 hours after all structures and any associated equipment have been removed from the beach. Notice shall be to JCPCompliance@dep.state.fl.us and BIPP@dep.state.fl.us.

The set of approved permit drawings shall be revised as follows:

Approved Plans, Sheet 2 of 2, dated September 30, 2021, shall be added to the set of approved permit drawings.

After thorough review of your application, staff finds that the proposed modification is not expected to adversely affect water quality or be contrary to the public interest. Staff has also determined that the proposed alteration does not increase the potential for adverse impact on the coastal system, public beach access seaward of the mean high water line or nesting marine turtles and hatchlings and their habitat, and that the proposed alteration does not reduce the design adequacy of the project. Since the proposed modification is not expected to result in any adverse environmental impact or water quality degradation and is expected to be of environmental benefit, the **permit is hereby modified** as stated above. By copy of this letter we are notifying all necessary parties of the modification.

This letter of approval does not alter the **February 2, 2027** expiration date of the permit and the only Specific Conditions of the permit that are altered by this modification are those stated above. This letter must be attached to the original permit.

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This permit is hereby modified unless a sufficient petition for an administrative hearing is timely filed under Sections 120.569 and 120.57, Florida Statutes (F.S.), as provided below. The procedures for petitioning for a hearing are set forth below. Mediation under Section 120.573, F.S., is not available for this proceeding.

NOTICE OF RIGHTS

This action is final and effective on the date filed with the Clerk of the Department unless a petition for an administrative hearing is timely filed under Sections 120.569 and 120.57, F.S., before the deadline for filing a petition. On the filing of a timely and sufficient petition, this action will not be final and effective until further order of the Department. Because the administrative hearing process is designed to formulate final agency action, the hearing process may result in a modification of the agency action or even denial of the application.

Petition for Administrative Hearing

A person whose substantial interests are affected by the Department's action may petition for an administrative proceeding (hearing) under Sections 120.569 and 120.57, F.S. Pursuant to Rules 28-106.201 and 28-106.301, F.A.C., a petition for an administrative hearing must contain the following information:

- (a) The name and address of each agency affected and each agency's file or identification number, if known;
- (b) The name, address, and telephone number of the petitioner; the name, address, and telephone number of the petitioner's representative, if any, which shall be the address for service purposes during the course of the proceeding; and an explanation of how the petitioner's substantial interests are or will be affected by the agency determination;
- (c) A statement of when and how the petitioner received notice of the agency decision;
- (d) A statement of all disputed issues of material fact. If there are none, the petition must so indicate;
- (e) A concise statement of the ultimate facts alleged, including the specific facts that the petitioner contends warrant reversal or modification of the agency's proposed action;
- (f) A statement of the specific rules or statutes that the petitioner contends require reversal or modification of the agency's proposed action, including an explanation of how the alleged facts relate to the specific rules or statutes; and
- (g) A statement of the relief sought by the petitioner, stating precisely the action that the petitioner wishes the agency to take with respect to the agency's proposed action.

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The petition must be filed (received by the Clerk) in the Office of General Counsel of the Department at 3900 Commonwealth Boulevard, Mail Station 35, Tallahassee, Florida 32399-3000, or via electronic correspondence at Agency_Clerk@dep.state.fl.us. Also, a copy of the petition shall be mailed to the applicant at the address indicated above at the time of filing.

Time Period for Filing a Petition

In accordance with Rule 62-110.106(3), F.A.C., petitions for an administrative hearing by the applicant and persons entitled to written notice under Section 120.60(3), F.S., must be filed within **14** days of receipt of this written notice. Petitions filed by any persons other than the applicant, and other than those entitled to written notice under Section 120.60(3), F.S., must be filed within **14** days of publication of the notice or within **14** days of receipt of the written notice, whichever occurs first. The failure to file a petition within the appropriate time period shall constitute a waiver of that person's right to request an administrative determination (hearing) under Sections 120.569 and 120.57, F.S., or to intervene in this proceeding and participate as a party to it. Any subsequent intervention (in a proceeding initiated by another party) will be only at the discretion of the presiding officer upon the filing of a motion in compliance with Rule 28-106.205, F.A.C.

Extension of Time

Under Rule 62-110.106(4), F.A.C., a person whose substantial interests are affected by the Department's action may also request an extension of time to file a petition for an administrative hearing. The Department may, for good cause shown, grant the request for an extension of time. Requests for extension of time must be filed with the Office of General Counsel of the Department at 3900 Commonwealth Boulevard, Mail Station 35, Tallahassee, Florida 32399-3000, or via electronic correspondence at Agency_Clerk@dep.state.fl.us, before the deadline for filing a petition for an administrative hearing. A timely request for extension of time shall toll the running of the time period for filing a petition until the request is acted upon.

Mediation

Mediation is not available in this proceeding.

FLAWAC Review

The applicant, or any party within the meaning of Section 373.114(1)(a) or 373.4275, F.S., may also seek appellate review of this order before the Land and Water Adjudicatory Commission under Section 373.114(1) or 373.4275, F.S. Requests for review before the Land and Water Adjudicatory Commission must be filed with the Secretary of the Commission and served on the Department within 20 days from the date when this order is filed with the Clerk of the Department.

Judicial Review

Once this decision becomes final, any party to this action has the right to seek judicial review pursuant to Section 120.68, F.S., by filing a Notice of Appeal pursuant to Florida Rules of Appellate Procedure 9.110 and 9.190 with the Clerk of the Department in the Office of General

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Counsel (Station #35, 3900 Commonwealth Boulevard, Tallahassee, Florida 32399-3000) and by filing a copy of the Notice of Appeal accompanied by the applicable filing fees with the appropriate district court of appeal. The notice must be filed within 30 days from the date this action is filed with the Clerk of the Department.

If you have any questions regarding this matter, please contact Rachel Grundl by email at Rachel.Grundl@FloridaDEP.gov or by telephone at (850) 245-7594.

EXECUTION AND CLERKING:

Executed in Tallahassee, Florida.

STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION



Gregory W. Garis
Program Administrator
Beaches, Inlets and Ports Program
Office of Resilience and Coastal Protection

Attachments: Approved Plans Dated September 30, 2021

CERTIFICATE OF SERVICE

The undersigned duly designated deputy clerk hereby certifies that this permit and all attachments were sent on the filing date below to the following listed persons:

cc: Greg Garis, RCP	JCP Compliance Officer, RCP
Ivana KennyCarmola, RCP	Michelle Pasawicz, FWC
Robert Brantly, RCP	Nick Vitale, FWC
Ralph Clark, RCP	Tyler Turner, FWC
Sarah Lindeman, RCP	Christina Frederick, FWC
Jennifer Hinton, RCP	Marineturtle@myfwc.com
Natalie Geyer, RCP	fwcconservationplanningservices@myfwc.com
William Weeks, RCP	

FILING AND ACKNOWLEDGMENT

FILED, on this date, pursuant to Section 120.52, F. S., with the designated Department Clerk, receipt of which is hereby acknowledged.

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Jacob Koerner

Clerk

11/2/2021

Date

Beach Enrichment Project

NuShore Temporary Groyne Project
Supports Beach Resiliency

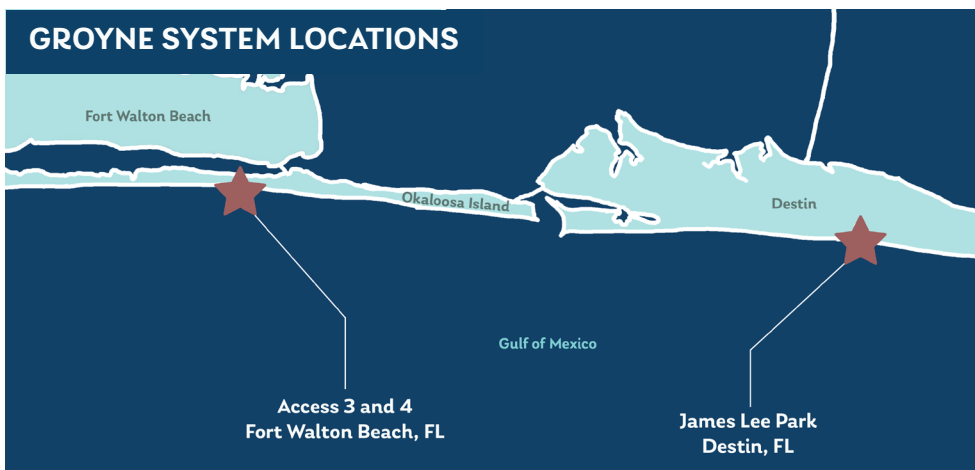
**DESTIN
FORT
WALTON
BEACH
FLORIDA**
DestinFWB.com

The objective of the NuShore project is to use a temporary groyne system to capture sand that is suspended in the water as it moves down the shore. This will result in sand accumulation that will widen the beach and extend the shoreline seaward. In addition to renourishing the beaches, this project will increase coastal resiliency to storms and other erosive events.

- The porous groynes consist of a semi-rigid webbing that is arranged in ten-foot-long panels extending perpendicular to the shoreline.
- A groyne will be spaced every 100 feet along the beach and will extend approximately 150 feet seaward from the mean high waterline.
- The webbing consists of larger holes in the upper section and smaller holes in the lower section to streamline water flow, reduce turbulence, and accumulate sand.
- The groynes are temporary structures that can be adjusted or removed quickly and safely. They are an alternative and less expensive approach compared to dredging offshore sand to renourish the beach.
- The first project will begin November 2021 and conclude April 2022. It will occur during the “off-season” to avoid visitor and wildlife interference such as shorebird and sea turtle nesting.
- Similar projects in the area have demonstrated success with accumulating sand. Extensive monitoring and analysis will provide direction for future potential NuShore projects in Destin – Fort Walton Beach.



GROYNE SYSTEM LOCATIONS



For any questions,
please contact
Destin-Fort Walton Beach's
Coastal Resources team at
coastalresources@destinfwb.com.

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: November 15, 2021
TYPE OF AGENDA ITEM: City Manager Report
AGENDA OUTLINE NUMBER: 6.E.

TO: City Council

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

FROM: Krystal Strickland, Finance Director

DATE: November 8, 2021

SUBJECT: Capital Project Status

I. BACKGROUND: Informational Item Only

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

A. Link to Strategic Goals / Objectives: Financially sound City providing Service Excellence

B. Effect on Budget (EOB):

C. Level of Service (LOS):

III. CONCLUSION:

IV. RECOMMENDED MOTION: Not applicable. Informational only.

Attachments:

1. Oct 2021 Capital Projects

**CITY OF DESTIN CAPITAL
IMPROVEMENT PLAN - Monthly Status
Report**

COUNCIL/ MGMT OBJECTIVE	October 1, 2021 - October 31, 2021		FY2022 Budget*	YTD Actuals	YTD Encumbrances	FY2021 Available Budget	Status	Notes
PRIORITY	Citizen/Council Directed							
1.2	EN615	Cross-Town Connector	\$ 3,007,009	\$ -	\$ 652,043	\$ 2,354,966	Ongoing	Atkins working on design and ROW acquisitions
1.3, 2.2	CM001	Beach Acquisition	6,624,701	-	39,701	6,585,000	Ongoing	TDC working on beach park design. TPL working towards 3rd parcel acquisition.
1.6	EVENT	Multi-Use Convention/Sports/Comm Ctr	75,000	-	-	75,000		
1.4, 2.3	UNDER	Undergrounding	364,105	20,684	93,421	250,000	Ongoing	Electric Franchise agreement increment for undergrounding is signed. Utility Consultants of Florida working on opinion of probable cost, phase maps, and gulf power input.
1.8	TR621	Transit Trolley	25,000	-	-	25,000		
1.9	MARINA	City Marina	-	-	-	-		
1.7	ANNEX	Annexation Study	10,000	-	-	10,000		
	Renewal & Replacement							
3.2	RR051	General Government	204,752	-	9,752	195,000		
3.2	RR052	Public Safety	217,044	-	-	217,044		
3.2	RR053	Physical Environment (Stormwater, Cemetery)	305,595	-	278,335	27,260		
1.10, 3.2, 3.7	RR054	Roads, Sidewalks, Street Lighting (Gas Tax 1)	948,000	-	-	948,000		
3.2	RR057	Parks and Recreation	681,765	14,140	73,177	594,448		
3.2	RRVEH	Vehicles	523,044	-	238,064	284,980		
	Growth Necessitated & Comp Plan							
	LB002	Library Impact Fee Projects	24,000	-	-	24,000		
4.10	NORG1	Norriego Point Road	350,000	-	-	350,000		Finalizing council-approved development order.
	RC004	Park Impact Fee Projects	-	-	-	-		
4.14	SW54	Stormwater Improvements	60,000	-	-	60,000		
1.5, 4.8	TR618	Zerbe-Calhoun Pedestrian Pathway	155,932	-	155,932	-		Baskerville-Donovan engineering firm presented 60% design.
1.10	TR619	Sibert-Zerbe Parking Lot Consolidation	150,000	-	-	150,000		
3.9	TR620	ADA Transition - Pedestrian Facilities	142,000	-	141,040	960		
1.10	TR622	General Parking Improvements (FY22 kiosk)	30,000	-	-	30,000		
	Other Capital Projects							
	CE001	Code Compliance Vessel	41,000	-	-	41,000		
3.3, 4.7	CRH63	Captain Royal Melvin Heritage Park and Plaza (RESTORE)	1,447,550	2,250	738,770	706,530	Ongoing	
3.5	CRH64	Harbor CRA Wayfinding Plan Signage	-	-	-	-		
4.2	CRH65	Harbor Capacity Study	-	-	-	-		
4.15	CRT17	Town Center CRA Easement Trail/Linear Park	-	-	-	-		
3.5	CRT64	Town Center CRA Wayfinding Plan Signage	-	-	-	-		
3.5	TR64	General Wayfinding Plan Signage	100,000	-	-	100,000		
3.2	IT002	CD Tech Fund Hardware/Software Replacements	75,000	-	-	75,000		

	IT003	Other Hardware/Software Replacements	50,000	-	-	50,000		
	LB001	Library Tablet Station & Biblioteca RFID and Mobil Ap	24,906	-	10,330	14,576	Ongoing	Tablet station is open to public. RFID tagging 85% complete.
	NPDES	National Pollutant Discharge Elimination System (NPDES)	32,500	-	-	32,500		
	PW015	Vehicle WashDown Station	-	-	-	-		
	RC124	Morgan's Children's Park Playground Structure	51,745	-	-	51,745		
	RC125	Buck Destin Restrooms	135,000	-	-	135,000		
4.16	RC127	Pickleball Court	400,000	-	-	400,000		
	RC128	Morgan's Bathrooms/Storage/Fieldhouse	250,000	-	-	250,000		
	RC129	World's Luckiest Fishing Pond at X-Town Park	-	-	-	-		
	RC130	Cultural Facilities Grant Bldg Improvements	-	-	-	-		
3.3, 4.11	RC216	Clement Taylor Park Renovations	764,918	-	-	764,918		Construction RFP to be drafted Spring 2022
	ARP	Infrastructure Project TBD	790,000	-	-	790,000		Options to be presented for dicussion December/January
	TRSAF	Intersection Safety	100,000	-	-	100,000		
	SW55	Mobile Pumps and Hoses (Flood Prevention)	81,432	-	81,432	-		Ordered Aug 2021
	SALLY	Hurricane Sally Repairs	59,064	-	59,064	-		
	SW53	Stormwater Master Plan	6,148	-	6,148	-		Started in 2018 Jenkins Engineering
	XMAS	Christmas Decorations (capital items)	68,160	-	68,160	-		Ordered Aug 2021
Total Funded Projects			\$ 18,375,369	\$ 37,074	\$ 2,645,368	\$ 15,692,927		

*FY 222 Budget includes Prior Year open encumbrances

CITY OF DESTIN 5-YEAR CAPITAL IMPROVEMENT PLAN

COUNCIL/ MGMT OBJECTIVE			FY 2022	FY 2023	FY 2024	FY 2025	FY 2026	Total
PRIORITY	Citizen/Council Directed							
1.2	EN615	Cross-Town Connector	\$ 2,700,000	\$ -	\$ 1,650,000	\$ 1,650,000	\$ -	\$ 6,000,000
1.3, 2.2	CM001	Beach Acquisition	6,585,000	-	-	-	11,346,132	17,931,132
1.6	EVENT	Multi-Use Convention/Sports/Comm Ctr	75,000	-	-	-	-	75,000
1.4, 2.3	UNDER	Undergrounding	250,000	780,000	375,000	-	-	1,405,000
1.8	TR621	Transit Trolley	25,000	-	-	-	-	25,000
1.9	MARINA	City Marina	75,000	-	-	-	-	75,000
1.7	ANNEX	Annexation Study	10,000	-	-	-	-	10,000
	Renewal & Replacement							
3.2	RR051	General Government	195,000	22,500	51,500	28,500	142,500	440,000
3.2	RR052	Public Safety	217,044	259,544	132,544	128,044	239,500	976,678
3.2	RR053	Physical Environment (Stormwater, Cemetery)	26,307	26,307	26,307	26,307	26,307	131,533
1.10, 3.2, 3.7	RR054	Roads, Sidewalks, Street Lighting (Gas Tax 1)	1,018,000	1,011,667	1,031,667	1,011,667	1,011,667	5,084,667
3.2	RR057	Parks and Recreation	602,751	331,512	537,512	329,512	362,512	2,163,799
3.2	RRVEH	Vehicles	463,427	-	-	-	-	463,427
	Growth Necessitated & Comp Plan							
	LB002	Library Impact Fee Projects	24,000	10,000	120,000	-	-	154,000
4.10	NORG1	Norriego Point Road	350,000	-	-	-	-	350,000
	RC004	Park Impact Fee Projects	-	-	-	-	-	-
4.14	SW54	Stormwater Improvements	60,000	60,000	-	-	-	120,000
1.5, 4.8	TR618	Zerbe-Calhoun Pedestrian Pathway	-	-	-	-	-	-
1.10	TR619	Sibert-Zerbe Parking Lot Consolidation	150,000	-	-	-	-	150,000
3.9	TR620	ADA Transition - Pedestrian Facilities	142,000	-	-	-	-	142,000
1.10	TR622	General Parking Improvements (FY22 kiosk)	30,000	75,000	100,000	-	-	205,000
	Other Capital Projects							
	CE001	Code Compliance Vessel	41,000	-	-	-	-	41,000
3.3, 4.7	CRH63	Captain Royal Melvin Heritage Park and Plaza (R	706,530	-	-	-	-	706,530
3.5	CRH64	Harbor CRA Wayfinding Plan Signage	-	150,000	-	-	-	150,000
4.2	CRH65	Harbor Capacity Study	-	-	-	-	-	-
4.15	CRT17	Town Center CRA Easement Trail/Linear Park	-	270,000	50,000	1,000,000	-	1,320,000
3.5	CRT64	Town Center CRA Wayfinding Plan Signage	-	100,000	-	-	-	100,000
3.5	TR64	General Wayfinding Plan Signage	100,000	-	-	-	-	100,000
3.2	IT002	CD Tech Fund Hardware/Software Replacement	75,000	225,000	-	-	-	300,000
	IT003	Other Hardware/Software Replacements	50,000	-	-	100,000	-	150,000

	LB001	Library Tablet Station & Biblioteca RFID and Mo	57,904	-	-	-	-	57,904
	NPDES	National Pollutant Discharge Elimination System	32,500	32,500	32,500	32,500	32,500	162,500
	PW015	Vehicle WashDown Station	-	-	-	-	-	-
	RC124	Morgan's Children's Park Playground Structure	51,745	-	-	-	-	51,745
	RC125	Buck Destin Restrooms	135,000	-	-	-	-	135,000
4.16	RC127	Pickleball Court	400,000	-	-	-	-	400,000
	RC128	Morgan's Bathrooms/Storage/Fieldhouse	250,000	-	-	-	-	250,000
	RC129	World's Luckiest Fishing Pond at X-Town Park	-	-	-	-	-	-
	RC130	Cultural Facilities Grant Bldg Improvements	-	-	-	-	-	-
3.3, 4.11	RC216	Clement Taylor Park Renovations	764,918	-	-	-	-	764,918
	SW55	Mobile Pumps and Hoses (Flood Prevention)	-	-	-	-	-	-
	ARP	Infrastructure Project TBD	790,000	790,000	-	-	-	1,580,000
	TRSAF	Intersection Safety	100,000	-	-	-	-	100,000
Total Projects			\$ 16,553,126	\$ 4,144,030	\$ 4,107,030	\$ 4,306,530	\$ 13,161,117	\$ 42,271,832

Funding Sources			FY 2022	FY 2023	FY 2024	FY 2025	FY 2026	Total
TC CRA	10258500	TOWN CENTER CRA	\$ -	\$ 370,000	\$ 50,000	\$ 1,000,000	\$ -	\$ 1,420,000
Harbor CRA	11058500	HARBOR CRA	-	150,000	150,000	-	-	300,000
Parking Fund	12254500	PARKING FUND	126,000	95,667	120,667	20,667	20,667	383,667
Tech Fund	12552329	TECHNOLOGY FUND	-	-	-	-	-	-
Oka 1/2 Penny	12953831	OKA 1/2 STORMWATER	-	-	-	-	-	-
Oka 1/2 Penny	12953931	OKA 1/2 UNDERGROUNDING	250,000	780,000	225,000	-	-	1,255,000
Oka 1/2 Penny	12957231	OKA 1/2 BEACH ACQ	2,699,850	-	-	-	4,651,914	7,351,764
Gas Taxes	30054131	GAS TAX#1 RR ROADS	440,000	509,000	509,000	509,000	509,000	2,476,000
Half Cent	30058585	RR GENERAL	1,986,529	1,121,863	1,249,863	994,363	1,252,819	6,605,437
Grant	30553833	FL DEM STRMWTR GRANT	-	-	-	-	-	-
Grant	30554133	FDOT TRIP GRANT	2,700,000	-	-	-	-	2,700,000
Grant	30554137	OKA BOCC X-TOWN GRANT	-	-	1,650,000	1,650,000	-	3,300,000
Grant	30557133	LIBRARY/MUSEUM GRANTS	57,904	-	-	-	-	57,904
Grant	30557233	RESTORE PARK GRANT	1,286,448	-	-	-	-	1,286,448
Grant	30557237	TDC BEACH ACQ GRANT	3,885,150	-	-	-	6,694,218	10,579,368
General Fund	30558500	GENERAL FUND	1,205,700	225,000	-	100,000	-	1,530,700
Impact Fees	31552000	POLICE IMPACT FEES	11,300	-	-	-	-	11,300
Impact Fees	31553732	NPEB IMPACT FEES	36,500	32,500	32,500	32,500	32,500	166,500
Grant	31553833	STORMWATER	60,000	60,000	-	-	-	120,000
Gas Taxes	31554031	GAS TAX#2 COMP PLAN	150,000	-	-	-	-	150,000
Impact Fees	31554032	MULTI-MODAL IMPACT FEES	142,000	-	-	-	-	142,000

Impact Fees	31554132	ROAD IMPACT FEES	350,000	-	-	-	-	350,000
Impact Fees	31557132	LIBRARY IMPACT FEES	24,000	10,000	120,000	-	-	154,000
Impact Fees	31557232	PARK IMPACT FEES	325,000	-	-	-	-	325,000
Grant	31557236	MORGANS KID PARK GRANT	26,745	-	-	-	-	26,745
Grant	30553937	AMERICAN RESCUE PLAN	790,000	790,000	-	-	-	1,580,000
Total Sources			\$ 16,553,126	\$ 4,144,030	\$ 4,107,030	\$ 4,306,530	\$ 13,161,117	\$ 42,271,832

*30558500 GF CIP PROJECTS includes General Fund excess cash balances

		5-Year Capital Budget Amount
Council Objectives		
1.1	Offer livable wages & benefits to attract and maintain high caliber, quality staff	\$ 355,000
1.2	Complete two-lane Crosstown Connector	6,000,000
1.3	Public Beachfront acquisition initiative	17,931,132
1.4	Underground Utilities	1,405,000
1.5	Zerbe St/Calhoun Ave Phase II - Design pedestrian pathway under Marler Bridge	-
1.6	Research viability of Multi-use Convention/Sports/Community Center (phase 1 Feasibility study)	75,000
1.7	Annexation of unincorporated enclaves	10,000
1.8	Transit/Trolley system	25,000
1.9	City Marina (phase 1 Feasibility Study)	75,000
1.10	Improve parking	355,000
1.11	Beach re-nourishment, planning and scheduling	-
Management Objectives		
2.1-2.8	These are management-related, not capital project related	-
Management in Progress		
3.1	Memorialize institutional knowledge	-
3.2	Plan for renewal and replacement of city facilities and infrastructure	4,475,437
3.3	Monitor RESTORE Act grants	-
3.4	Implement enhanced signage control	-
3.5	Develop/implement wayfinding program	350,000
3.6	Update golf cart/low speed vehicle rules	-
3.7	Implement a roadway striping program	5,084,667
3.8	Provide training to Board and Committee members	-
3.9	Improve sidewalks (wider, more walkable)	142,000
3.10	Enforce residential boat and RV parking regulations	-
3.11	Monitor beach cleaning with Okaloosa County	-
3.12	Redevelopment (citywide)	-
3.13	Reestablish environmental committee	-
Major Projects		
4.1	Implement and manage COMPASS software	-
4.2	Harbor Capacity Study (USACE)	-
4.3	Land Development Code revision	-
4.4	Impact Fee Study	-
4.5	Building Permit Fee Study	-
4.6	Update BTR Fee Schedule and processes	-
4.7	Construction of Capt Royal Melvin Heritage Park	706,530
4.8	Zerbe St/Calhoun Ave Phase II - Design pedestrian pathway under Marler Bridge	-
4.9	Hwy 98 Median Improvement project (w/FDOT)	-
4.10	Norreogo Point Recreation components (w/FDEP)	350,000

4.11	Renovate Clement Taylor Park	764,918
4.12	Redevelop Joe's Bayou Recreation Area (w/FDEP)	-
4.13	Continuity of streetlights/Conversion to LEDs	-
4.14	Implement prioritized stormwater improvements based on the Stormwater Master Plan	120,000
4.15	Design and construct Gulf Power Easement Trail/Linear Park	1,320,000
4.16	Design and construct pickleball courts	400,000
	TOTAL	<u>\$ 39,944,683</u>

TOTAL FY2022-2026 CAPITAL BUDGET	\$	42,271,832
% FOR COUNCIL OBJECTIVES		94%

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: November 15, 2021

TYPE OF AGENDA ITEM: City Manager Report

AGENDA OUTLINE NUMBER: 6.F.

TO: City Council

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

FROM: Krystal Strickland, Finance Director

DATE: November 9, 2021

SUBJECT: Operations Financial Report

I. BACKGROUND: This item is informational only.

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

A balance sheet is now incorporated into this monthly report.

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

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

B. Effect on Budget (EOB):

C. Level of Service (LOS):

III. CONCLUSION:

IV. RECOMMENDED MOTION:

Attachments:

1. 2021 0930 YTD Budget Vs Actuals

Balance Sheet - Governmental Funds

	01, 700	102	110	111	122, 125, 129	209, 213, 214, 221	300, 305, 315	
Period ended September 30,								2021
	General Fund	1998-2028 or to 2037 Town Center CRA	2003-2043 Harbor CRA	Florida Building Code Fund	Other Special Revenue Funds	Debt Service Funds	Capital Project Funds	Total Governmental Funds
Assets								
Cash and cash equivalents	\$ 9,010,561	\$ 237,406	\$ 280,271	\$ 301,582	\$ 3,782,435	\$ -	\$ 2,081,529	\$ 15,693,784
Investments	15,087,604	-	-	-	-	-	-	15,087,604
Due from other funds	1,763	-	-	-	-	-	89,054	90,817
Due from other governments	554,229	-	-	-	-	-	-	554,229
Advance to other funds	2,448,824	-	-	-	-	-	-	2,448,824
Accounts receivable - other	126,855	-	-	-	-	-	-	126,855
Prepaid expenditures	73,330	-	-	-	-	-	-	73,330
Restricted cash and cash equivalents	790,549	-	-	-	-	340,564	2,807,960	3,939,073
Total assets	\$ 28,093,714	\$ 237,406	\$ 280,271	\$ 301,582	\$ 3,782,435	\$ 340,564	\$ 4,978,543	\$ 38,014,514
Liabilities, deferred inflows of resources and fund balances								
Liabilities:								
Accounts payable	417,744	4,976	4,028	13,103	44,831	1,363	383,350	869,396
Accrued payroll	371,257	-	-	-	-	-	-	371,257
Due to other funds	89,054	-	-	1,763	-	-	-	90,817
Advance from other funds	-	2,448,824	-	-	-	-	-	2,448,824
Total liabilities	878,054	2,453,800	4,028	14,866	44,831	1,363	383,350	3,780,292
Deferred inflows of resources								
Deferred revenue	1,103,621	-	-	-	-	-	-	1,103,621
Total deferred inflows of resources	1,103,621	-	-	-	-	-	-	1,103,621
Fund balances:								
Nonspendable	2,448,824	-	-	-	-	-	-	2,448,824
Restricted	-	-	276,243	286,716	-	339,200	3,239,737	4,141,897
Committed	8,411,205	-	-	-	3,714,861	-	-	12,126,066
Assigned	382,337	-	-	-	-	-	1,416,344	1,798,681
Unassigned	14,830,622	(2,216,394)	-	-	-	-	-	12,614,228
Total fund balances (deficit)	26,072,986	(2,216,394)	276,243	286,716	3,714,861	339,200	4,656,081	33,129,694
Total liabilities, deferred inflows of resources and fund balances	\$ 28,054,662	\$ 237,406	\$ 280,271	\$ 301,582	\$ 3,759,692	\$ 340,564	\$ 5,039,431	\$ 38,013,607

Nonspendable = Long-term advance to TownCenter CRA \$2,448,823.50 (in 01 fund)

Restricted = Interlocal Agreements, State and Local Regulations (Harbor CRA 110, Florida Building Code Fund 111, Impact Fees 315), Bond covenants (2013, 2014, 2021 Debt Service Funds), Grant Agreements (305)

Committed = Council resolutions, motions, includes fund balance resolution for 1 yr debt (\$1.8m) + 3 mos emergency opsx2 (01/700), Tech Fund (125), Oka Half Penny (129)

Assigned = Contracts, purchase orders, unofficial RR fund (300)

Unassigned = Funds with a negative balance (TC CRA 102), net assets not otherwise categorized.

CITY OF DESTIN - MONTHLY FINANCIAL REPORT

Actuals 10/01/2020 - 09/30/2021

SUMMARY ALL FUNDS	FY2021 BUDGET*	FY2021 YTD ACTUAL	FY2021 ENCUMBRANCES	FY2021 PROJECTION	FY2021 AVAILABLE BUDGET
Ad Valorem Taxes	8,721,062	8,827,350	-	8,827,350	106,288
Tax Increment Financing (TIF)	1,020,038	1,010,455	-	1,010,455	(9,583)
Delinquent Ad Valorem Taxes	5,000	54,971	-	54,971	49,971
Sales and Use Taxes	2,761,031	3,454,999	-	3,454,999	693,968
Licenses and Permits	3,148,624	3,596,849	-	3,771,391	448,225
Impact Fees	44,000	592,058	-	592,058	548,058
Intergovernmental	13,906,412	8,035,385	-	8,035,385	(5,871,027)
Charges for services	499,843	937,122	-	937,122	437,279
Fines and Forfeitures	27,520	79,829	-	79,829	52,309
Investment Income	18,440	19,983	-	19,983	1,543
Contributions	-	1,867	-	1,867	1,867
Miscellaneous income	4,001	49,072	-	49,072	45,071
TOTAL REVENUES	30,155,970	26,659,940	-	26,834,481	(3,496,031)
General Government	4,306,155	3,317,862	364,146	3,317,862	624,147
Public Safety	3,858,746	3,763,333	5,750	3,763,333	89,663
Physical Environment	206,732	142,210	2,400	142,210	62,122
Transportation	2,024,915	1,733,009	-	1,733,009	291,907
Economic Environment	221,100	107,900	-	107,900	113,200
Health & Human Services	101,254	64,531	-	64,531	36,723
Culture and Recreation	3,456,388	2,924,684	10,041	2,924,684	521,663
Capital Outlay	25,078,524	11,057,961	2,467,445	11,057,961	11,553,119
Debt Service	10,094,303	10,145,297	-	10,145,297	(51,480)
TOTAL EXPENDITURES	49,348,117	33,256,785	2,849,781	33,256,785	13,241,064
			-		
Excess (deficiency) of revenues over expenditures	(19,192,146)	(6,596,845)		(6,422,304)	
Proceeds from issuance of debt	9,905,000	9,905,000		9,905,000	-
Transfers In	31,404,870	23,440,265		23,440,265	7,964,605
Transfers Out	(31,405,170)	(23,440,265)		(23,440,265)	(7,964,905)
Total other financing sources (uses)	9,904,700	9,905,000		9,905,000	(300)
Net change in fund balances	(9,287,447)	3,308,155		3,482,696	
Fund Balance, Beginning	29,821,539	29,821,539		29,821,539	
Fund Balance, Ending	20,534,093	33,129,694		33,304,236	

CITY OF DESTIN - MONTHLY FINANCIAL REPORT

Actuals 10/01/2020 - 09/30/2021

FUND BALANCE SUMMARY ALL FUNDS	FY2021 BUDGET*	FY2021 YTD ACTUAL	FY2021 PROJECTION
Nonspendable	2,448,824	2,448,824	2,448,824
Restricted	2,100,412	4,141,897	4,141,438
Committed	9,110,244	12,126,066	12,126,066
Assigned	1,800,000	1,798,681	1,798,681
<i>Unassigned</i>	5,074,613	12,614,228	12,789,228
Ending Fund Balance	20,534,093	33,129,694	33,304,236

Nonspendable = Long-term advance to TownCenter CRA \$2,448,823.50 (in 01 fund)

Restricted = Interlocal Agreements, State and Local Regulations (Harbor CRA 110, Florida Building Code Fund 111) Bond covenants (2013, 2014, 2021 Debt Service Funds), Restricted Capital Funds (305 Grants, 315 Impact Fees)

Committed = Council resolutions, motions, includes fund balance resolution for 1 yr debt (\$1.8m) + 3 mos emergency opsx2 (01/700), CD Tech Fund (01/125), Oka Half Penny (01/129)

Assigned = Contracts, purchase orders, Informal RR Fund until created by motion

Unassigned = Remaining balance of excess short-term assets (mostly unrestricted cash) MINUS short term liabilities and negative fund balance.

CITY OF DESTIN - MONTHLY FINANCIAL REPORT

Actuals 10/01/2020 - 09/30/2021

	FY2021	FY2021	FY2021	FY2021	FY2021
01 GENERAL FUND	BUDGET*	YTD ACTUAL	ENCUMBRANCES	PROJECTION	AVAILABLE BUDGET
01-31 Ad Valorem Taxes	8,099,316	8,205,604	-	8,205,604	106,288
01-31 Delinquent Ad Valorem Taxes	5,000	54,971	-	54,971	49,971
01-31 Sales and Use Taxes	2,761,031	3,454,999	-	3,454,999	693,968
01-32 Licenses and Permits	2,643,968	2,712,262	-	2,887,262	68,294
01-32 Impact Fees	-	-	-	-	-
01-33 Intergovernmental	13,906,412	8,035,385	-	8,035,385	(5,871,027)
01-34 Charges for Services	499,843	937,122	-	937,122	437,279
01-35 Fines and Forfeitures	27,520	79,829	-	79,829	52,309
01-36 Investment Income	18,000	5,019	-	5,019	(12,981)
01-36 Contributions	-	1,867	-	1,867	1,867
01-36 Miscellaneous Revenue*	4,001	49,072	-	49,072	45,071
TOTAL REVENUES	27,965,091	23,536,129	-	23,711,129	(4,428,961)
01-51 General Government	4,306,155	3,317,862	364,146	3,317,862	624,147
01-52 Public Safety	3,055,105	2,989,671	5,750	2,989,671	59,684
01-53 Physical Environment	206,732	142,210	2,400	142,210	62,122
01-54 Transportation	2,024,915	1,733,009	-	1,733,009	291,907
01-55 Economic Environment	15,000	13,209	-	13,209	1,791
01-56 Health & Human Services	101,254	64,531	-	64,531	36,723
01-57 Culture and Recreation	3,456,388	2,924,684	10,041	2,924,684	521,663
01-59 Capital Outlay	118,621	179,099	-	179,099	(60,478)
01-59 Debt Service Principal	4,107,544	4,157,429	-	4,157,429	(49,885)
01-59 Debt Service Interest	115,054	117,141	-	117,141	(2,087)
TOTAL EXPENDITURES	17,506,768	15,638,844	382,337	15,638,844	1,485,587
Excess (deficiency) of revenues over expenditures	10,458,323	7,897,285		8,072,285	
01-38 Proceeds from Issuance of Debt	-	-		-	-
01-38 Transfers In	3,682,536	3,682,536		3,682,536	0
01-58 Transfers Out	(19,014,316)	(11,012,569)		(11,012,569)	(8,001,747)
Total other financing sources (uses)	(15,331,780)	(7,330,033)		(7,330,033)	(8,001,747)
01 Net change in fund balances	(4,873,457)	567,252		742,252	
01 Fund Balance (deficit), Beginning	25,505,734	25,505,734		25,505,734	
01 Fund Balance (deficit), Ending	20,632,277	26,072,986		26,247,986	

** FY2021 BUDGET is the Adopted Budget plus prior year encumbrances rolled forward*

CITY OF DESTIN - MONTHLY FINANCIAL REPORT

Actuals 10/01/2020 - 09/30/2021

102 TOWN CENTER CRA 1998-2028 OR until Debt Paid 2037 (RESTRICTED; ECON DEV)	FY2021 BUDGET*	FY2021 YTD ACTUAL	FY2021 ENCUMBRANCES	FY2021 PROJECTION	FY2021 AVAILABLE BUDGET
102-31 County TIF	688,589	681,523	-	681,523	(7,066)
102-31 City TIF (Ad Valorem	290,297	290,297	-	290,297	-
102-36 Investment Income	-	1,004	-	1,004	1,004
TOTAL REVENUES	978,886	972,824	-	972,824	(6,062)
102-55 Economic Environment	134,425	67,418	-	67,418	67,007
102-59 Capital Outlay	10,000	-	-	-	10,000
TOTAL EXPENDITURES	144,425	67,418	-	67,418	77,007
Excess (deficiency) of revenues over expenditures	834,461	905,406		905,406	
102-38 Transfers In	-	-		-	-
102-58 Transfers Out	(731,281)	(731,280)		(731,280)	(1)
Total other financing sources (uses)	(731,281)	(731,280)		(731,280)	(1)
102 Net change in fund balances	103,180	174,125		174,125	
102 Fund Balance (deficit), Beginning	(2,390,520)	(2,390,520)		(2,390,520)	
102 Fund Balance (deficit), Ending	(2,287,340)	(2,216,394)		(2,216,394)	

**FY2021 BUDGET is the Adopted Budget plus prior year encumbrances rolled forward*

110 HARBOR CRA 2003-2043 (RESTRICTED; ECON DEV)	FY2021 BUDGET*	FY2021 YTD ACTUAL	FY2021 ENCUMBRANCES	FY2021 PROJECTION	FY2021 AVAILABLE BUDGET
110-31 County TIF	331,449	328,932	-	328,932	(2,517)
110-31 City TIF (Ad Valorem)	331,449	331,449	-	331,449	-
110-36 Investment Income	-	688	-	688	688
TOTAL REVENUES	662,898	661,070	-	661,070	(1,828)
110-55 Economic Environment	71,675	27,273	-	27,273	44,402
110-59 Capital Outlay	30,000	-	-	-	30,000
TOTAL EXPENDITURES	101,675	27,273	-	27,273	74,402
Excess (deficiency) of revenues over expenditures	561,223	633,797		633,797	
110-38 Transfers In	-	-		-	-
110-58 Transfers Out	(524,678)	(524,678)		(524,678)	(0)
Total other financing sources (uses)	(524,678)	(524,678)		(524,678)	(0)
110 Net change in fund balances	36,545	109,119		109,119	
110 Fund Balance (deficit), Beginning	167,124	167,124		167,124	
110 Fund Balance (deficit), Ending	203,669	276,243		276,243	

**FY2021 BUDGET is the Adopted Budget plus prior year encumbrances rolled forward*

CITY OF DESTIN - MONTHLY FINANCIAL REPORT

Actuals 10/01/2020 - 09/30/2021

111 FLORIDA BUILDING CODE FUND (RESTRICTED; PUBLIC SAFETY)	FY2021 BUDGET*	FY2021 YTD ACTUAL	FY2021 ENCUMBRANCES	FY2021 PROJECTION	FY2021 AVAILABLE BUDGET
111-32 Licenses and Permits	504,656	884,587	-	884,129	379,931
111-36 Investment Income	-	-	-	-	-
TOTAL REVENUES	504,656	884,587	-	884,129	379,931
111-52 Public Safety	800,221	769,750	-	769,750	30,472
111-59 Capital Outlay	-	-	-	-	-
TOTAL EXPENDITURES	800,221	769,750	-	769,750	30,472
Excess (deficiency) of revenues over expenditures	(295,565)	114,838		114,379	
111-38 Transfers In	345,765	258,921		258,921	86,844
111-58 Transfers Out	(50,200)	(87,043)		(87,043)	36,843
Total other financing sources (uses)	295,565	171,878		171,878	123,687
111 Net change in fund balances	-	286,716		286,258	
111 Fund Balance (deficit), Beginning	-	-		-	
111 Fund Balance (deficit), Ending	-	286,716		286,258	

111 fund resolution adopted 08/02/2021

*FY2021 BUDGET is the Adopted Budget plus prior year encumbrances rolled forward

122 PARKING FUND (IN GF; TRANSPORTATION)	FY2021 BUDGET*	FY2021 YTD ACTUAL	FY2021 ENCUMBRANCES	FY2021 PROJECTION	FY2021 AVAILABLE BUDGET
122-34 Charges for Services	-	-	-	-	-
122-36 Investment Income	-	-	-	-	-
TOTAL REVENUES	-	-	-	-	-
122-54 Transportation	-	-	-	-	-
122-59 Capital Outlay	-	-	-	-	-
TOTAL EXPENDITURES	-	-	-	-	-
Excess (deficiency) of revenues over expenditures	-	-		-	-
122-38 Transfers In	-	-		-	-
122-58 Transfers Out	-	-		-	-
Total other financing sources (uses)	-	-		-	-
122 Net change in fund balances	-	-		-	-
122 Fund Balance (deficit), Beginning	-	-		-	-
122 Fund Balance (deficit), Ending	-	-		-	-

*FY2021 BUDGET is the Adopted Budget plus prior year encumbrances rolled forward

CITY OF DESTIN - MONTHLY FINANCIAL REPORT

Actuals 10/01/2020 - 09/30/2021

125 TECH FUND (COMMITTED; IN GF; PUBLIC SAFETY)	FY2021 BUDGET*	FY2021 YTD ACTUAL	FY2021 ENCUMBRANCES	FY2021 PROJECTION	FY2021 AVAILABLE BUDGET
125-36 Investment Income	-	308	-	308	308
TOTAL REVENUES	-	308	-	308	308
125-52 Public Safety	3,419	3,912	-	3,912	(493)
125-59 Capital Outlay	111,878	114,378	-	114,378	(2,500)
TOTAL EXPENDITURES	115,297	118,290	-	118,290	(2,993)
Excess (deficiency) of revenues over expenditures	(115,297)	(117,982)		(117,982)	
125-38 Transfers In	120,459	169,342		169,342	(48,883)
125-58 Transfers Out	-	-		-	-
Total other financing sources (uses)	120,459	169,342		169,342	(48,883)
125 Net change in fund balances	5,162	51,360		51,360	
125 Fund Balance (deficit), Beginning	125,756	125,756		125,756	
125 Fund Balance (deficit), Ending	130,918	177,116		177,116	

*FY2021 BUDGET is the Adopted Budget plus prior year encumbrances rolled forward

129 OKA 1/2 PENNY 01/01/2019-12/31/2029 (COMMITTED; IN GF; CAPITAL OUTLAYS)	FY2021 BUDGET*	FY2021 YTD ACTUAL	FY2021 ENCUMBRANCES	FY2021 PROJECTION	FY2021 AVAILABLE BUDGET
129-36 Investment Income	-	1,665	-	1,665	1,665
TOTAL REVENUES	-	1,665	-	1,665	1,665
129-59 Capital Outlay	5,436,524	2,917,509	171,098	2,917,509	2,347,917
TOTAL EXPENDITURES	5,436,524	2,917,509	171,098	2,917,509	2,347,917
Excess (deficiency) of revenues over expenditures	(5,436,524)	(2,915,843)		(2,915,843)	
129-38 Transfers In	3,865,627	4,486,746		4,486,746	(621,119)
129-58 Transfers Out	(127,000)	(127,000)		(127,000)	(0)
Total other financing sources (uses)	3,738,627	4,359,747		4,359,747	(621,120)
129 Net change in fund balances	(1,697,897)	1,443,903		1,443,903	
129 Fund Balance (deficit), Beginning	2,093,842	2,093,842		2,093,842	
129 Fund Balance (deficit), Ending	395,945	3,537,745		3,537,745	

*FY2021 BUDGET is the Adopted Budget plus prior year encumbrances rolled forward

CITY OF DESTIN - MONTHLY FINANCIAL REPORT

Actuals 10/01/2020 - 09/30/2021

209 DEBT SERVICE 2009 NOTE (RESTRICTED; DEBT SERVICE)	FY2021 BUDGET*	FY2021 YTD ACTUAL	FY2021 ENCUMBRANCES	FY2021 PROJECTION	FY2021 AVAILABLE BUDGET
209-36 Investment Income	440	440	-	440	-
TOTAL REVENUES	440	440	-	440	-
209-59 Debt Service Principal	3,986,826	3,986,827	-	3,986,827	(0)
209-59 Debt Service Interest	92,468	92,468	-	92,468	0
TOTAL EXPENDITURES	4,079,294	4,079,294	-	4,079,294	0
Excess (deficiency) of revenues over expenditures	(4,078,855)	(4,078,855)		(4,078,855)	
209-38 Transfers In	4,393,315	4,393,315		4,393,315	0
209-58 Transfers Out	(453,927)	(453,927)		(453,927)	-
Total other financing sources (uses)	3,939,388	3,939,388		3,939,388	0
209 Net change in fund balances	(139,467)	(139,467)		(139,467)	
209 Fund Balance (deficit), Beginning	139,467	139,467		139,467	
209 Fund Balance (deficit), Ending	0	-		(0)	

213 DEBT SERVICE 2013 NOTE (RESTRICTED; DEBT SERVICE)	FY2021 BUDGET*	FY2021 YTD ACTUAL	FY2021 ENCUMBRANCES	FY2021 PROJECTION	FY2021 AVAILABLE BUDGET
213-36 Investment Income	-	474	-	474	474
TOTAL REVENUES	-	474	-	474	474
213-59 Debt Service Principal	401,139	401,139	-	401,139	(0)
213-59 Debt Service Interest	154,908	154,908	-	154,908	0
TOTAL EXPENDITURES	556,047	556,047	-	556,047	0
Excess (deficiency) of revenues over expenditures	(556,047)	(555,573)		(555,573)	
213-38 Transfers In	555,913	555,913		555,913	(0)
213-58 Transfers Out	-	-		-	-
Total other financing sources (uses)	555,913	555,913		555,913	(0)
213 Net change in fund balances	(134)	340		340	
213 Fund Balance (deficit), Beginning	92,757	92,757		92,757	
213 Fund Balance (deficit), Ending	92,623	93,097		93,097	

CITY OF DESTIN - MONTHLY FINANCIAL REPORT

Actuals 10/01/2020 - 09/30/2021

214 DEBT SERVICE 2014 NOTE (RESTRICTED; DEBT SERVICE)	FY2021 BUDGET*	FY2021 YTD ACTUAL	FY2021 ENCUMBRANCES	FY2021 PROJECTION	FY2021 AVAILABLE BUDGET
214-36 Investment Income	-	612	-	612	612
TOTAL REVENUES	-	612	-	612	612
214-59 Debt Service Principal	412,740	412,740	-	412,740	-
214-59 Debt Service Interest	318,472	317,980	-	317,980	492
TOTAL EXPENDITURES	731,212	730,720	-	730,720	492
Excess (deficiency) of revenues over expenditures	(731,212)	(730,108)		(730,108)	
214-38 Transfers In	731,281	731,280		731,280	1
214-58 Transfers Out	-	-		-	-
Total other financing sources (uses)	731,281	731,280		731,280	1
214 Net change in fund balances	69	1,172		1,172	
214 Fund Balance (deficit), Beginning	244,394	244,394		244,394	
214 Fund Balance (deficit), Ending	244,463	245,566		245,566	

221 DEBT SERVICE 2021 NOTE (RESTRICTED; DEBT SERVICE)	FY2021 BUDGET*	FY2021 YTD ACTUAL	FY2021 ENCUMBRANCES	FY2021 PROJECTION	FY2021 AVAILABLE BUDGET
221-36 Investment Income	-	51	-	51	51
TOTAL REVENUES	-	51	-	51	51
221-59 Debt Service Principal	393,000	393,000	-	393,000	-
221-59 Debt Service Interest	35,188	35,188	-	35,188	0
221-59 COST OF ISSUANCE	76,964	76,477	-	76,477	487
TOTAL EXPENDITURES	505,152	504,664	-	504,664	488
Excess (deficiency) of revenues over expenditures	(505,152)	(504,613)		(504,613)	
221-38 Transfers In	1,103,919	1,103,919		1,103,919	0
221-58 Transfers Out	(10,503,767)	(10,503,768)		(10,503,768)	1
221-38 Proceeds from issuance of debt	9,905,000	9,905,000		9,905,000	-
Total other financing sources (uses)	505,152	505,151		505,151	1
221 Net change in fund balances	(0)	538		538	
221 Fund Balance (deficit), Beginning	-	-		-	
221 Fund Balance (deficit), Ending	(0)	538		538	

CITY OF DESTIN - MONTHLY FINANCIAL REPORT

Actuals 10/01/2020 - 09/30/2021

300 RENEWAL AND REPLACEMENT FUND (IN GF; CAPITAL OUTLAYS)	FY2021 BUDGET*	FY2021 YTD ACTUAL	FY2021 ENCUMBRANCES	FY2021 PROJECTION	FY2021 AVAILABLE BUDGET
300-36 Investment Income	-	3,139	-	3,139	3,139
TOTAL REVENUES	-	3,139	-	3,139	3,139
300-59 Capital Outlay	2,880,937	1,705,688	357,670	1,705,688	817,579
TOTAL EXPENDITURES	2,880,937	1,705,688	357,670	1,705,688	817,579
Excess (deficiency) of revenues over expenditures	(2,880,937)	(1,702,550)		(1,702,550)	
300-38 Transfers In	2,544,558	2,622,055		2,622,055	(77,497)
300-58 Transfers Out	-	-		-	-
Total other financing sources (uses)	2,544,558	2,622,055		2,622,055	(77,497)
300 Net change in fund balances	(336,379)	919,506		919,506	
300 Fund Balance (deficit), Beginning	496,839	496,839		496,839	
300 Fund Balance (deficit), Ending	160,460	1,416,345		1,416,345	

*FY2021 BUDGET is the Adopted Budget plus prior year encumbrances rolled forward

302 CAPITAL PROJECT (2002 BOND)	FY2021 BUDGET*	FY2021 YTD ACTUAL	FY2021 ENCUMBRANCES	FY2021 PROJECTION	FY2021 AVAILABLE BUDGET
302-36 Investment Income	-	35	-	35	35
TOTAL REVENUES	-	35	-	35	35
302-59 Capital Outlay	28,139	28,139	-	28,139	(0)
TOTAL EXPENDITURES	28,139	28,139	-	28,139	(0)
Excess (deficiency) of revenues over expenditures	(28,139)	(28,104)		(28,104)	
302-38 Transfers In	-	-		-	-
302-58 Transfers Out	-	-		-	-
Total other financing sources (uses)	-	-		-	-
302 Net change in fund balances	(28,139)	(28,104)		(28,104)	
302 Fund Balance (deficit), Beginning	28,104	28,104		28,104	
302 Fund Balance (deficit), Ending	(35)	-		-	

*FY2021 BUDGET is the Adopted Budget plus prior year encumbrances rolled forward

CITY OF DESTIN - MONTHLY FINANCIAL REPORT

Actuals 10/01/2020 - 09/30/2021

304 CAPITAL PROJECT (2009 BOND)	FY2021 BUDGET*	FY2021 YTD ACTUAL	FY2021 ENCUMBRANCES	FY2021 PROJECTION	FY2021 AVAILABLE BUDGET
304-36 Investment Income	-	21	-	21	21
TOTAL REVENUES	-	21	-	21	21
304-59 Capital Outlay	16,248	16,248	-	16,248	-
TOTAL EXPENDITURES	16,248	16,248	-	16,248	-
Excess (deficiency) of revenues over expenditures	(16,248)	(16,227)		(16,227)	
304-38 Transfers In	-	-		-	-
304-58 Transfers Out	-	-		-	-
Total other financing sources (uses)	-	-		-	-
304 Net change in fund balances	(16,248)	(16,227)		(16,227)	
304 Fund Balance (deficit), Beginning	16,227	16,227		16,227	
304 Fund Balance (deficit), Ending	(21)	-		-	

*FY2021 BUDGET is the Adopted Budget plus prior year encumbrances rolled forward

305 GRANT AND GF CAPITAL PROJECT FUND (IN GF; CAPITAL OUTLAYS)	FY2021 BUDGET*	FY2021 YTD ACTUAL	FY2021 ENCUMBRANCES	FY2021 PROJECTION	FY2021 AVAILABLE BUDGET
305-33 Intergovernmental	-	-	-	-	-
TOTAL REVENUES	-	-	-	-	-
305-59 Capital Outlay	13,731,759	5,263,173	1,561,961	5,263,173	6,906,624
TOTAL EXPENDITURES	13,731,759	5,263,173	1,561,961	5,263,173	6,906,624
Excess (deficiency) of revenues over expenditures	(13,731,759)	(5,263,173)		(5,263,173)	
305-38 Transfers In	13,801,759	5,200,657		5,200,657	8,601,102
305-58 Transfers Out	-	-		-	-
Total other financing sources (uses)	13,801,759	5,200,657		5,200,657	8,601,102
305 Net change in fund balances	70,000	(62,516)		(62,516)	
305 Fund Balance (deficit), Beginning	(600)	(600)		(600)	
305 Fund Balance (deficit), Ending	69,400	(63,116)		(63,116)	

*FY2021 BUDGET is the Adopted Budget plus prior year encumbrances rolled forward

CITY OF DESTIN - MONTHLY FINANCIAL REPORT

Actuals 10/01/2020 - 09/30/2021

315 IMPACT AND OTHER RESTRICTED FUND (RESTRICTED IN GF; CAPITAL OUTLAYS)	FY2021 BUDGET*	FY2021 YTD ACTUAL	FY2021 ENCUMBRANCES	FY2021 PROJECTION	FY2021 AVAILABLE BUDGET
315-32 Impact Fees	44,000	592,058	-	592,058	548,058
315-36 Investment Income	-	6,527	-	6,527	6,527
TOTAL REVENUES	44,000	598,585	-	598,585	554,585
315-59 Capital Outlay	2,714,418	833,727	376,715	833,727	1,503,977
TOTAL EXPENDITURES	2,714,418	833,727	376,715	833,727	1,503,977
Excess (deficiency) of revenues over expenditures	(2,670,418)	(235,141)		(235,141)	
315-38 Transfers In	259,737	235,580		235,580	24,157
315-58 Transfers Out	-	-		-	-
Total other financing sources (uses)	259,737	235,580		235,580	24,157
315 Net change in fund balances	(2,410,681)	438		438	
315 Fund Balance (deficit), Beginning	3,302,414	3,302,414		3,302,414	
315 Fund Balance (deficit), Ending	891,733	3,302,853		3,302,853	

**FY2021 BUDGET is the Adopted Budget plus prior year encumbrances rolled forward*

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: November 15, 2021**TYPE OF AGENDA ITEM:** Consent Agenda**AGENDA OUTLINE NUMBER:** 6.G.

TO: City Council

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

FROM: Krystal Strickland, Finance Director

DATE: November 9, 2021

SUBJECT: Paid Parking Sales Tax

I. BACKGROUND: The City of Destin began collecting paid parking fees in 2018. Municipalities should remit sales tax upon parking fees to the Florida Department of Revenue on a monthly basis.

II. DISCUSSION: While reviewing sales tax remittance underlying documentation, it was discovered the City was not including parking fees in the monthly reports to Florida Department of Revenue (FDOR). Finance staff immediately corrected the oversight and began remitting sales tax on parking fees in July 2021. The FDOR requested that we follow their procedures for voluntary disclosure to calculate and remit amounts due for the period September 2018 to June 2021. Attached is our voluntary disclosure letter and calculations of past sales taxes owed. According to our calculations, the City owes \$37,747.63 in sales taxes to the State of Florida. We will send the check for this amount with the attached letter to the FDOR. FDOR will review our submittal and will contact us if they choose to collect interest for late payment.

A. Link to Strategic Goals / Objectives: Council Desirable Priority - 1.10 Improve parking, explore options

B. Effect on Budget (EOB): The \$37,747.63 owed will be expensed to FY 2021, which is open for liabilities incurred before September 30, 2021.

C. Level of Service (LOS):

III. CONCLUSION: Municipalities should collect and remit sales tax when renting recreational areas and pavilions and when collecting fees for parking. This action brings the City into compliance with Florida sales tax regulations.

IV. RECOMMENDED MOTION: I move to authorize the City Manager to pay \$37,747.63 in paid parking sales tax to the Florida Department of Revenue.

Attachments:

1. 2021 1110 FDOR Parking Sales Tax



Finance Department

4200 Indian Bayou Trail | Destin, FL 32541 | Phone: 850-837-4242 | Fax: 850-269-9890 | www.cityofdestin.com

November 09, 2021

Voluntary Disclosure Program
Florida Department of Revenue
P.O. Box 5139
Tallahassee, FL 32399-5139

To whom it may concern,

The City of Destin is requesting to participate in the Voluntary Disclosure Program. The city started collecting revenue for parking within the city limits located in Okaloosa County through Passport Parking, but did not remit taxes collected Sept 2018 through June 2021.

Tax payer name: City of Destin
Tax payer ID # 59-2480854
Sales and use tax #85-8012735959C-6

Parking Fees were collected at the following locations in the City of Destin:

Zone	Address
Gulf Shore Dr.	300 Gulf Shore Dr.
Shirah	Shirah Street and Scenic Hwy 98
Norriego Zone	1 Gulf Shore Dr.
Hutchinson	4487 Scenic Hwy 98
Pompano Street	Pompano Street & Scenic Hwy 99
Barracuda Street	Barracuda Street & Scenic Hwy 98
Terra Cotta	Terra Cotta Way & Scenic Hwy 98
Marler Parking lot	285 Harbor Blvd
Community Center	101 Stahlman Ave.
Zerbe Street	104 Sibert Ave.
Moreno Point Dr.	30 Moreno Point Rd

The period for Voluntary Disclosure is Sept 2018 through June 2021. The City of Destin started paying sales tax on parking fees collected in July 2021.

The City of Destin has not been contacted by the voluntary disclosure department regarding this tax liability.

Sincerely,

Krystal Strickland
Finance Director
850-837-4242 ext#1401
kstrickland@cityofdestin.com

ACCOUNT DESC	EFF DATE	COMMENT	JOURNAL AMOUNT	FL SALES TAX	A 0.5%	B 0.5%	TOTAL TAX PAYABLE
					OKALOOSA COUNTY 01/01/19-12/31/28	OKALOOSA COUNTY SCHOOL DISTRICT 01/01/21-12/31/30	
PARKING FEES	9/5/2018	PELCIAN POINT HARBOR	(600.50)				
PARKING FEES	9/30/2018		(4,888.97)				
			<u>(5,489.47)</u>	(329.37)			(329.37)
PARKING FEES	11/30/2018	PARKING FEES	(2,455.30)	(147.32)			(147.32)
PARKING FEES	12/31/2018	PARKING FEES	(432.80)	(25.97)			(25.97)
PARKING FEES	01/31/19	JAN PARKING FEES	(448.43)	(26.91)	(2.24)		(29.15)
PARKING FEES	02/28/19	PRKG FEES FOR JAN ACTIV	(322.34)	(19.34)	(1.61)		(20.95)
PARKING FEES	03/31/19	PARKING FEES	(225.37)	(13.52)	(1.13)		(14.65)
PARKING FEES	04/30/19	MARCH PARKING COLLECT	(6,670.55)	(400.23)	(33.35)		(433.59)
PARKING FEES	05/31/19	MAY PARKING FEES	(7,246.03)	(434.76)	(36.23)		(470.99)
PARKING FEES	06/30/19	PASSPORT PARKING FEES	(11,081.37)	(664.88)	(55.41)		(720.29)
PARKING FEES	07/31/19	PASSPORT PARKING FEES	(17,942.06)	(1,076.52)	(89.71)		(1,166.23)
PARKING FEES	08/31/19	PASSPORT PARKING FEES	(21,549.59)	(1,292.98)	(107.75)		(1,400.72)
PARKING FEES	09/30/19	PARKING FEES	(10,276.27)	(616.58)	(51.38)		(667.96)
PARKING FEES	10/31/19	PASSPORT PARKING FEES	(2,604.35)	(156.26)	(13.02)		(169.28)
PARKING FEES	11/30/19	PASSPORT PARKING FEES	(5,250.04)	(315.00)	(26.25)		(341.25)
PARKING FEES	12/31/19	PASSPORT PARKING FEES	(410.58)	(24.63)	(2.05)		(26.69)
PARKING FEES	01/31/20	PASSPORT PARKING FEES	(874.29)	(52.46)	(4.37)		(56.83)
PARKING FEES	02/29/20	PASSPORT PARKING FEES	(822.28)	(49.34)	(4.11)		(53.45)
PARKING FEES	03/31/20	PASSPORT PARKING CC	(1,381.01)	(82.86)	(6.91)		(89.77)
PARKING FEES	04/30/20	PASSPORT PARKING CC	(3,578.11)	(214.69)	(17.89)		(232.58)
PARKING FEES	07/31/20	PARKING - PARKING FEES (	(7,260.00)	(435.60)	(36.30)		(471.90)
PARKING FEES	06/15/20	PASSPORT PARKING CC	(4,750.00)				
PARKING FEES	06/15/20	PASSPORT PARKING CC	(2,277.00)				
			<u>(7,027.00)</u>	(421.62)	(35.14)		(456.76)
PARKING FEES	07/31/20	PARKING - PARKING FEES	(17,385.00)	(1,043.10)	(86.93)		(1,130.03)
PARKING FEES	08/31/20	PASSPORT PARKING CC	(55,285.00)	(3,317.10)	(276.43)		(3,593.53)
PARKING FEES	09/30/20	PASSPORT PARKING	(42,840.00)	(2,570.40)	(214.20)		(2,784.60)
PARKING FEES	09/30/20	PASSPORT PARKING	(26,095.00)	(1,565.70)	(130.48)		(1,696.18)
PARKING FEES	11/30/20	PASSPORT PARKING CC	(20,135.00)	(1,208.10)	(100.68)		(1,308.78)
PARKING FEES	12/03/20	PASSPORT PARKING CC	(9,810.00)	(588.60)	(49.05)		(637.65)
PARKING FEES	12/31/20	PASSPORT PARKING CC	(6,530.00)	(391.80)	(32.65)		(424.45)
PARKING FEES	01/31/21	PASSPORT PARKING CC	(4,375.00)	(262.50)	(21.88)	(21.88)	(306.25)
PARKING FEES	02/28/21	PASSPORT PARKING CC	(6,235.00)	(374.10)	(31.18)	(31.18)	(436.45)
PARKING FEES	03/31/21	PASSPORT PARKING CC	(37,035.00)	(2,222.10)	(185.18)	(185.18)	(2,592.45)
PARKING FEES	04/30/21	PASSPORT PARKING CC	(43,525.00)	(2,611.50)	(217.63)	(217.63)	(3,046.75)
PARKING FEES	05/31/21	PASSPORT PARKING CC	(71,555.00)	(4,293.30)	(357.78)	(357.78)	(5,008.85)
PARKING FEES	06/30/21	PASSPORT PARKING CC	(93,200.00)	(6,524.00)	(466.00)	(466.00)	(7,456.00)
				<u>(33,773.13)</u>	<u>(2,694.87)</u>	<u>(1,279.63)</u>	<u>(37,747.63)</u>

A - Okaloosa local discretionary sales surtax 01/01/19 - 12/31/28 0.5%

B - Okaloosa local discretionary sales surtax 01/01/21 - 12/31/30 0.5%

History of Local Discretionary Sales Surtax Levies

Summary of Impositions, Expirations, Extensions, Rate Changes, and Imposition Attempts

Active Levies, as of July 1, 2021, Are Noted in Bold Italics.

County or School District	Action	Rate	Effective Date	Expiration Date
Manatee	Imposed Levy	1%	Jan. 1, 1990	Jan. 1, 1993
Manatee	Imposed Levy	1%	Jul. 1, 1994	Jun. 30, 1999
Manatee	Imposed Levy	0.5%	Jan. 1, 2017	Dec. 31, 2031
Marion	Imposed Levy	1%	Jan. 1, 2003	Dec. 31, 2004
Marion	Imposed Levy	1%	Jan. 1, 2017	Dec. 31, 2020
Marion	Extended Levy	1%	-	Dec. 31, 2024
Martin	Imposed Levy	1%	Jun. 1, 1996	May 31, 1997
Martin	Imposed Levy	1%	Jan. 1, 1999	Dec. 31, 2001
Martin	Imposed Levy	0.5%	Jan. 1, 2007	Dec. 31, 2011
Monroe	Imposed Levy	1%	Nov. 1, 1989	Oct. 31, 2004
Monroe	Extended Levy	1%	-	Dec. 31, 2018
Monroe	Extended Levy	1%	-	Dec. 31, 2033
Okaloosa	Imposed Levy	0.5%	Oct. 1, 1989	Sep. 30, 1991
Okaloosa	Imposed Levy	1%	Aug. 1, 1995	Jul. 31, 1999
Okaloosa	Imposed Levy	0.5%	Jan. 1, 2019	Dec. 31, 2028
Osceola	Imposed Levy	1%	Sep. 1, 1990	Aug. 31, 2005
Osceola	Extended Levy	1%	-	Aug. 31, 2025
Palm Beach	Imposed Levy	1%	Jan. 1, 2017	Dec. 31, 2026
Pasco	Imposed Levy	1%	Jan. 1, 2005	Dec. 31, 2014
Pasco	Extended Levy	1%	-	Dec. 31, 2024
Pinellas	Imposed Levy	1%	Feb. 1, 1990	Dec. 31, 2019
Pinellas	Extended Levy	1%	-	Dec. 31, 2029
Putnam	Imposed Levy	1%	Jan. 1, 2003	Dec. 31, 2017
Putnam	Extended Levy	1%	-	Dec. 31, 2032
St. Lucie	Imposed Levy	0.5%	Jan. 1, 2019	Dec. 31, 2028
Santa Rosa	Imposed Levy	1%	Sep. 1, 1993	Sep. 1, 1998
Santa Rosa	Imposed Levy	0.5%	Jan. 1, 2017	Dec. 31, 2021
Santa Rosa	Extended Levy	0.5%	-	Dec. 31, 2026
Sarasota	Imposed Levy	1%	Sep. 1, 1989	Aug. 31, 2004
Sarasota	Extended Levy	1%	-	Aug. 31, 2009
Sarasota	Extended Levy	1%	-	Dec. 31, 2024
Seminole	Imposed Levy	1%	Oct. 1, 1991	Sep. 30, 2001
Seminole	Imposed Levy	1%	Jan. 1, 2002	Dec. 31, 2011
Seminole	Imposed Levy	1%	Jan. 1, 2015	Dec. 31, 2024
Suwannee	Imposed Levy	1%	Jan. 1, 1988	Dec. 31, 2002
Taylor	Imposed Levy	1%	Aug. 1, 1989	Dec. 31, 1999
Wakulla	Imposed Levy	1%	Jan. 1, 1988	Dec. 31, 2002
Wakulla	Extended Levy	1%	-	Dec. 31, 2017
Wakulla	Extended Levy	1%	-	Dec. 31, 2037
Small County Surtax - s. 212.055(3), F.S.				
Baker	Imposed Levy	1%	Jan. 1, 1994	Until Repealed
Bradford	Imposed Levy	1%	Mar. 1, 1993	Until Repealed
Calhoun	Imposed Levy	1%	Jan. 1, 1993	Dec. 31, 2000
Calhoun	Extended Levy	1%	-	Dec. 31, 2008
Calhoun	Extended Levy	1%	-	Until Repealed
Columbia	Imposed Levy	1%	Aug. 1, 1994	Until Repealed
DeSoto	Imposed Levy	1%	Jan. 1, 2003	Until Repealed
Dixie	Imposed Levy	1%	Apr. 1, 2005	Dec. 31, 2029
Flagler	Imposed Levy	0.5%	Jan. 1, 2013	Dec. 31, 2032
Franklin	Imposed Levy	1%	Jan. 1, 2008	Until Repealed
Gadsden	Imposed Levy	1%	Jan. 1, 1996	Until Repealed
Gilchrist	Imposed Levy	1%	Oct. 1, 1992	Until Repealed
Glades	Imposed Levy	1%	Jan. 1, 2022	Dec. 31, 2031
Gulf	Imposed Levy	0.5%	Jan. 1, 2006	Dec. 31, 2009
Gulf	Increased Rate	1%	Jan. 1, 2010	Until Repealed
Hamilton	Imposed Levy	1%	Jul. 1, 2005	Dec. 31, 2019
Hamilton	Extended Levy	1%	-	Dec. 31, 2029
Hardee	Imposed Levy	1%	Jan. 1, 1998	Dec. 31, 2004

History of Local Discretionary Sales Surtax Levies

Summary of Impositions, Expirations, Extensions, Rate Changes, and Imposition Attempts

Active Levies, as of July 1, 2021, Are Noted in Bold Italics.

County or School District	Action	Rate	Effective Date	Expiration Date
Jackson	Imposed Levy	0.5%	Jul. 1, 1996	Dec. 31, 2015
Jackson	Imposed Levy	0.5%	Jul. 1, 2016	Dec. 31, 2025
Lee	Imposed Levy	0.5%	Jan. 1, 2019	Dec. 31, 2028
Leon	Imposed Levy	0.5%	Jan. 1, 2003	Dec. 31, 2012
Leon	Extended Levy	0.5%	-	Dec. 31, 2027
Liberty	Imposed Levy	0.5%	Jan. 1, 2012	Dec. 31, 2020
Manatee	Imposed Levy	0.5%	Jan. 1, 2003	Dec. 31, 2017
Manatee	Extended Levy	0.5%	-	Dec. 31, 2032
Marion	Imposed Levy	0.5%	Jan. 1, 2005	Dec. 31, 2009
Martin	Imposed Levy	0.5%	Jan. 1, 2019	Dec. 31, 2025
Monroe	Imposed Levy	0.5%	Jan. 1, 1996	Dec. 31, 2005
Monroe	Extended Levy	0.5%	-	Dec. 31, 2015
Monroe	Extended Levy	0.5%	-	Dec. 31, 2025
Okaloosa	Imposed Levy	0.5%	Jan. 1, 2021	Dec. 31, 2030
Orange	Imposed Levy	0.5%	Jan. 1, 2003	Dec. 31, 2015
Orange	Extended Levy	0.5%	-	Dec. 31, 2025
Osceola	Imposed Levy	0.5%	Jan. 1, 2017	Dec. 31, 2036
Palm Beach	Imposed Levy	0.5%	Jan. 1, 2005	Dec. 31, 2010
Polk	Imposed Levy	0.5%	Jan. 1, 2004	Dec. 31, 2018
Polk	Extended Levy	0.5%	-	Dec. 31, 2033
St. Johns	Imposed Levy	0.5%	Jan. 1, 2016	Dec. 31, 2025
St. Lucie	Imposed Levy	0.5%	Jul. 1, 1996	Jun. 30, 2006
St. Lucie	Extended Levy	0.5%	-	Dec. 31, 2026
Santa Rosa	Imposed Levy	0.5%	Oct. 1, 1998	Sep. 30, 2008
Santa Rosa	Extended Levy	0.5%	-	Dec. 31, 2018
Santa Rosa	Extended Levy	0.5%	-	Dec. 31, 2028
Volusia	Imposed Levy	0.5%	Jan. 1, 2002	Dec. 31, 2016
Volusia	Extended Levy	0.5%	-	Dec. 31, 2031
Washington	Imposed Levy	0.5%	Jan. 1, 2019	Dec. 31, 2028
Voter-Approved Indigent Care Surtax - s. 212.055(7), F.S.				
Alachua	Imposed Levy	0.25%	Jan. 1, 2005	Dec. 31, 2011
DeSoto	Imposed Levy	0.5%	Jan. 1, 2015	Dec. 31, 2035
Gadsden	Imposed Levy	0.5%	Jan. 1, 2009	Dec. 31, 2038
Holmes	Imposed Levy	0.5%	Jan. 1, 2021	Dec. 31, 2026
Madison	Imposed Levy	0.5%	Jan. 1, 2007	Until Repealed
Polk	Imposed Levy	0.5%	Jan. 1, 2005	Dec. 31, 2019
Polk	Extended Levy	0.5%	-	Dec. 31, 2044
Emergency Fire Rescue Services and Facilities Surtax - s. 212.055(8), F.S.				
Liberty	Imposed Levy	0.5%	Jan. 1, 2017	Dec. 31, 2021
Liberty	Extended Levy	0.5%	-	Dec. 31, 2026
Pension Liability Surtax - s. 212.055(9), F.S.				
No county government has authorized the levy of this surtax.				

Notes:

- Chapter 2016-146, Laws of Florida, authorized the Pension Liability Surtax, effective July 1, 2016.
- Effective March 15, 2021, the 1% Charter County and Regional Transportation System Surtax in Hillsborough County was terminated after the Florida Supreme Court ruled that the county's levy was unconstitutional.

Data Source: Florida Department of Revenue's "History of Local Sales Tax and Current Rates" (Last Updated: July 1, 2021) available at <https://floridarevenue.com/taxes/Documents/flHistorySalesTaxRates.pdf>



Consumer's Certificate of Exemption

Issued Pursuant to Chapter 212, Florida Statutes

DR-14
R. 01/18

85-8012735959C-6	01/31/2020	01/31/2025	MUNICIPAL GOVERNMENT
Certificate Number	Effective Date	Expiration Date	Exemption Category

This certifies that

CITY OF DESTIN
4200 INDIAN BAYOU TRL
DESTIN FL 32541-4305

is exempt from the payment of Florida sales and use tax on real property rented, transient rental property rented, tangible personal property purchased or rented, or services purchased.



Important Information for Exempt Organizations

DR-14
R. 01/18

1. You must provide all vendors and suppliers with an exemption certificate before making tax-exempt purchases. See Rule 12A-1.038, Florida Administrative Code (F.A.C.).
2. Your *Consumer's Certificate of Exemption* is to be used solely by your organization for your organization's customary nonprofit activities.
3. Purchases made by an individual on behalf of the organization are taxable, even if the individual will be reimbursed by the organization.
4. This exemption applies only to purchases your organization makes. The sale or lease to others of tangible personal property, sleeping accommodations, or other real property is taxable. Your organization must register, and collect and remit sales and use tax on such taxable transactions. Note: Churches are exempt from this requirement except when they are the lessor of real property (Rule 12A-1.070, F.A.C.).
5. It is a criminal offense to fraudulently present this certificate to evade the payment of sales tax. Under no circumstances should this certificate be used for the personal benefit of any individual. Violators will be liable for payment of the sales tax plus a penalty of 200% of the tax, and may be subject to conviction of a third-degree felony. Any violation will require the revocation of this certificate.
6. If you have questions about your exemption certificate, please call Taxpayer Services at 850-488-6800. The mailing address is PO Box 6480, Tallahassee, FL 32314-6480.