

**REGULAR MEETING  
DESTIN CITY COUNCIL  
OCTOBER 15, 2018  
ANNEX COUNCIL CHAMBERS  
6:00 PM**

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

**CALL TO ORDER**

**INVOCATION (Father Mike Hesse of Immanuel Anglican Church)**

**PLEDGE OF ALLEGIANCE**

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

**1. APPROVAL OF MINUTES**

A. Approval of minutes of September 13, 2018 special city council meeting

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

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

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

**4. CITY MANAGER REPORTS**

A. Separation of Code Enforcement Division from Community Development Department

**5. PUBLIC HEARINGS**

A. First reading of Ordinance 18-22-CC - Requirements for Wireless Facilities in the City Rights-of-Way

B. A. First reading of Ordinance 18-06-LC - Establishing the Technical Review Committee (TRC) to streamline the development review process

C. First reading of Ordinance 18-15-LC - Use of wheeled vehicles on public and private areas of the beach

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

A. Request for use of city right-of-way for McGuire's Annual Halloween Fun Run

B. Resolution 18-41 FY2018 Audit Contract

C. Resolution 18-40 Okaloosa County Public Library Cooperative Interlocal Agreement

D. 2018-2019 Agreement with the Choctawhatchee Basin Alliance; Resolution No. 18-42

- E. Resolution 18-43 Designation of an On-Leash Park for currently licensed dogs as a Pilot Program

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

- A. Councilmember Braden
- B. Councilmember Ramswell
- C. Councilmember Dixon
- D. Councilmember Overdier

1.) Discussion for specific projects related to the 1/2 cent sales tax.

- E. Councilmember Marler
- F. Councilmember Destin
- G. Councilmember Morgan
- H. Mayor Gary Jarvis

Update: Public Beach Initiative

- I. Land Use Attorney
- J. City Attorney

**8. ADJOURN**

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

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

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

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

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

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

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

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

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**MINUTES  
SPECIAL MEETING  
DESTIN CITY COUNCIL  
SEPTEMBER 13, 2018  
DESTIN CITY HALL  
ANNEX COUNCIL CHAMBERS  
5:30 PM**

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

**Destin City Council**

Mayor Gary Jarvis

Councilmember Skip Overdier (by phone)

Councilmember Rodney Braden  
Councilmember Chatham Morgan  
Councilmember Prebble Ramswell

Councilmember Parker Destin  
Councilmember Tuffy Dixon  
Councilmember Cyron Marler

**Destin City Staff**

Interim City Manager Lance Johnson  
Finance Director Bragg Farmer  
City Attorney Jeff Burns

City Clerk Rey Bailey  
IT Manager Webb Warren

**CALL TO ORDER**

Mayor Gary Jarvis called the meeting to order at 5:30 PM. Chaplain Larry Carter from the Okaloosa County Sheriff's Department gave the invocation; which was followed by the Pledge of Allegiance.

**NEW BUSINESS**

**1) Negotiations of Franchise Agreement with Gulf Power**

The City's Special Counsel Schef Wright provided a brief update on the current status of the negotiations between the City of Destin and Gulf Power, detailing the concessions the City had already made in an effort to reach an agreement with the power company:

- The City asked Gulf Power for a reasonable concessions regarding undergrounding; to give the City the same provision that other major utilities in Florida provide. Gulf Power refused and the City withdrew the proposal
- The City asked for rate protection against further rate increases. Gulf Power refused, and the City withdrew the request from the supplemental agreement
- The City withdrew the request for Gulf Power's support for new high school in Destin
- The City withdrew the request for Gulf Power's support for renewable energy and sustainability initiative

- The City asked for protection against costs overrun associated with Kemper and Vogle plants; which are Gulf Power's sister companies. Gulf Power refused and the City withdrew the request

According to Mr. Wright, they sent the franchise counter proposal to Gulf Power as directed by the Council at their last meeting. Gulf Power sent back another proposal, thereby further limiting the City's ability to purchase the utility beyond what was already in the current franchise. He stated that Gulf Power's counter-proposal takes away the City's ability to purchase the power plant; which is irrelevant since Gulf Power does not have any power plants in this area. It takes away the City's ability to buy transmission lines; which is not a big factor because the City may not want to purchase the transmission lines anyway. Gulf Power wants to take the City's ability to buy the substation; which is an integral part of the distribution system. Mr. Wright pointed out that a new substation would cost the City between \$2 million and \$4 million each. Gulf Power would like to limit the City's ability to exercise its right to purchase solely on the fifth anniversary and the fifteenth anniversary of the franchise agreement; not as a vesting right to purchase. Also, according to Gulf Power, any agreement with the City would have to be approved by NextEra Energy, the company that is in the process of purchasing Gulf Power from Southern Company.

Mr. Wright also noted that the expiration date of the current extension to the franchise agreement was September 21, 2018. He stated that absence of an acceptable franchise agreement, the only way the City could protect itself is to exercise its right to purchase before that period expires; otherwise, it would lose its right to purchase as well as its ability to protect the citizens and businesses of Destin from high electricity rates, which is one of the highest in Florida.

The City Attorney noted that the City's three options are to execute the resolution exercising its right to purchase, accept the current counter-offer from Gulf Power, or to continue to negotiate with Gulf Power and try to come up with an agreement before September 21<sup>st</sup>.

Councilmember Morgan inquired as to the value of the City's electrical franchise with Gulf Power.

Mr. Wright opined the Destin franchise is quite valuable; possibly with a dollar value well into the nine-figures. He also pointed that according to the WHH Feasibility Study that was conducted for the City, the City would draw approximately \$6.8 million a year if they were to take over the electric utility and charge Gulf Power's rates.

Councilmember Morgan asked if Gulf Power has negotiated in good faith with the City of Destin.

Mr. Wright stated there is not an easy answer to that question because a good faith or a bad faith negotiation is all about facts; and that he feels the negotiating team from Gulf Power has done the best they could with the instructions they receive from those in the position of higher authority in their organization. But, he also feels the City of Destin has made a lot of concessions, that that Gulf Power has not given anything of meaningful value in return.

The Mayor stated that Gulf Power agreeing to allow the City to exercise its right to purchase on the fifth and fifteenth year of the franchise agreement seemed like a compromise and could prove they

are acting in good faith. He also pointed out if the City decides to exercise its right to purchase, conducts its due diligence and forensic analysis in order to put together a product they could sell to the citizens, they would have to start that process way before the fifth year of the franchise anyway. He added that having a clear idea of the costs and the risks involved is paramount to making the right decision.

There were some discussions relative to Gulf Power not allowing the City to purchase the sub-stations. The Mayor asked if there have been any cost calculations made in this regard.

Mr. Wright assured the Council that purchasing a new sub-station would definitely cost a whole lot more than taking over an existing one.

Councilmember Destin opined that Gulf Power is attempting to make the process so expensive by adding in some last minute changes to the franchise agreement, hoping that the City would never be able to practically exercise its right to purchase, making it meaningless from the leverage standpoint. He stated he has been in the middle of this negotiation for the last six months and it does not seem they are getting anything of value from Gulf Power; that the only way they could protect their citizens is to preserve the purchase provision as much as possible. He also noted that Gulf Power representatives had previously stated it is a bad business model to allow the City to exercise its right to purchase at any time from the fifth to the fifteenth year; the same business model that has been in effect since 1996. He feels Gulf Power is doing its best to make sure the City will never be able to exercise its right to purchase; which is why he cannot support the franchise agreement as currently written.

Councilmember Overdier (on the phone) stated that he has discussed this issue with a lot of his constituents and has yet to hear from anyone who is in favor of the City owning its own electric utility; adding they have all been satisfied with the services provided by Gulf Power. He also added he would prefer staying with Gulf Power.

Councilmember Dixon expressed concern that if they vote to exercise their right to purchase, citizens would be filing a petition against this action. He was also concerned there could be four new council members elected into office in 18 months that may not agree with their decision to purchase while at which time they are already several months into the process and with a lot of money already invested in it.

The City Attorney opined that the citizens' petition would not apply in this situation because they are dealing with procurements, which do not fall under the petition route under the City charter and State statute. He also stated that any referendum on this particular issue would only be suggestive and not binding.

At this time, the Mayor asked if any member of the public wishes to comment on this issue.

Mr. Bob Earl, a Destin resident, stated that the Gulf Power issue is just another excuse to increase taxes; and that a lot of other people feel the same way.

Mr. Jim Wood, a Destin resident, stated he has been against the City purchasing the Gulf Power utility for several years. He pointed out that his average electric bill just a few years ago was between \$375.00 and \$425.00. He asked Gulf Power to conduct an energy survey on his home, and it was

determined the bulk of his energy was going to his old and not very efficient air conditioning system. He then replaced the system and his electric bill was nearly cut in half; and then it went down even further when he decided to participate in the flat rate system. He added he does not know of anyone in the City that is in favor of purchasing an electric utility; and that he feels the action the City is currently considering borders on socialism and communism.

Mr. Scott Fischer, a Destin resident, stated that as the previous Destin Mayor he has been involved with the negotiations with Gulf Power. He feels the City has a great opportunity before them, but it would be to their advantage to get the community behind them. He stated there have been some publications in the State of Florida that talk about the growing monopoly of the power business. It is a State-wide problem as Florida Public Service Commission sets the electric rates. A thousand kilowatt hours cost Destin residents \$131.38; which is about 30 percent higher than Orlando's monthly rate of \$99.00. He continued that this Council's goal is to give the citizens of Destin a 30 percent rate decrease; but they need to consider whether or not they could run an electric utility company efficiently. He stated it is going to be a huge undertaking as the City has a very low tax base and it does not have the staffing necessary to do it. He also noted that according to earlier appraisals, the cost to purchase the Gulf Power system was \$70 million. Destin is about 3.4 percent of Gulf Power based on the number of residents. The current purchase offer for Gulf Power is \$6.48 billion, and that 3.4 percent of that amount is \$200 million to \$220 million. The City could have bought the utility a year ago for only \$70 million. He added they have a tremendous opportunity before them to increase the value of Destin, reduce the amount people pay on their electric bills, and possibly set Destin on a new direction.

Ms. Marcie Bell, a Destin resident, noted that she has a degree in Finance and she very much understands the discussion relating to the present and future value of an electric utility. She asked the Council to take into account their answers to the following questions when making a decision on this matter:

- *If you own a home, why did you choose to buy rather than lease the home?*
- *How old were you 30 years ago?*
- *How old would you be 30 years from now?*

Ms. Bell added that the decision the Council will be making today will directly impact the younger people in the community in the future.

According to Councilmember Ramswell, she reviewed the 1986 franchise and finds that the structure of that contract is very similar to what they see today. She continued that section 3 of the agreement discusses the right to operate, with the City having the right to erect, suspend, install, extend, renew, repair, maintain, and operate the system.

Mr. Wright clarified that section 3 describes Gulf Power's rights under the franchise agreement; and that section 5 pertains to the rights of the City of Destin.

Councilmember Ramswell stated that they want the best deal possible for the citizens of Destin. Gulf Power has the third highest rates in Florida. The feasibility study that was completed in August 2017 was very thorough and provided a lot of information. It provided some very good relevant numbers which answer a lot of questions in terms of costs and value. They have to consider what

makes the most sense and what would be the best and fair outcome for the citizens of Destin. She also stated there have been a lot of misconceptions out there. When they talk about exercising their rights to purchase, people automatically assume the City will take over and run the system even though they have previously indicated it is not what they plan to do because they do not believe they are in a position to run a power company. It is an opportunity for the City to purchase it and then have other companies such as Duke Energy or CHELCO to run it. She feels exercising their rights to purchase is their best option at this point.

Councilmember Braden noted that most of the people he had spoken to about this issue did not have all the facts; only the negative publicity they have been receiving from Gulf Power. However, they support the idea of the City exercising its right to purchase once he explained the current situation to them.

According to Councilmember Marler, the \$70 million cost estimate to purchase the utility is way too low. It would most likely be \$100 million to \$200 million, and it is a way to bankrupt the City. They would not be able to afford to cut rates because of the amount they have to pay for the purchase of the electric utility. They would still have to pay another entity, possibly Gulf Power, for the power source because they do not own a power plant. He also stated that Gulf Power and the other power companies are part of a union; and they make sure union members make a lot of money. He does not feel purchasing an electric company is going to work.

Councilmember Morgan believes Gulf Power is an incredibly expensive energy company by State and national standards; and that he does not appreciate the way they have negotiated by employing Washington DC lobbyist.

Councilmember Destin stated that this is not an easy decision. They are doing their best to get the best value for the citizens of Destin. He supports operating the power utility through a third party, but it has always been his preference to exercise their rights to purchase and then sell the company to one of Gulf Power's competitors and try to get a more favorable franchise. He continued that it is quite profitable to sell power within the City of Destin. Gulf Power is trying to take advantage of the City, and they should not allow it to happen.

According to Councilmember Braden, there are at least 6 places where they could purchase power.

Mr. Wright stated that they could purchase wholesale power from Gulf Power, Southern Company, Duke Energy, Tampa Electric, Seminole Electric, City of Tallahassee and many other places; and that there are other companies that would also be interested in running the system for Destin. He also stated that the City of Destin could hire employees to run it; similar to what the City of Winter Park has done. They used some of their surplus revenues to continue their ongoing undergrounding project; and that during the first 10 years, the average customer paid about \$975.00 less than the comparable Duke Energy and Progress Energy customers.

Councilmember Braden noted that if CHELCO runs the power company, Gulf Power would still be receiving some type of fee from the power coming over the transmission lines for Destin.

According to Mr. Wright, Gulf Power would be getting a fair regulated compensatory rate for the use of their transmission lines to get the wholesale power to Destin as regulated through Federal Energy Regulatory Commission.

Councilmember Dixon stated that he did not appreciate the tactics employed by Gulf Power, especially during the City election, as well as the way they have treated the City. He wants to make sure the decision that they make tonight will take care of their children's future, and gives them the same advantages as they now enjoy. He wants to make sure that if they decide to exercise their option to purchase tonight, they would still be able to continue negotiating with Gulf Power for a better franchise agreement.

Mr. Wright noted that an option to purchase is different from a right to purchase; and that the cases they received from Gulf Power all involved options to purchase. He continued that the City of Destin has the right to purchase. The contract does not stipulate that once the City exercises its right to purchase that it is irrevocable. There is no reason not to continue negotiating with Gulf Power after they exercise their right to purchase. He also remarked that the City's electrical system is very valuable; or Gulf Power would not have devoted the efforts and resources to keep the City from exercising its right to purchase.

Councilmember Marler stated that he opposes the idea of exercising their right to purchase because he does not feel they have done the due diligence necessary to make that decision. He does not believe that a city with lower than \$14 million annual budget and does not have its own police department and fire department ought to get involved in running a power company. He wants to make sure they are able to inform their citizens how much they will have to pay for electricity based upon the due diligence they conduct and not what other cities are doing.

Councilmember Overdier stated they do not have to make a decision tonight. He suggests they obtain inputs from their citizens before making any decision.

Councilmember Ramswell noted that with regards to power rates, the data from the feasibility study indicated a rate of 55.20 per megawatt hour; which is below the current Gulf Power rate.

The Mayor asked if the rate reduction was taken into account.

Councilmember Ramswell noted that the study was conducted prior to that announcement.

Mr. Wright explained that the \$8.61 rate reduction is a flow back of unprotected accumulated deferred income taxes that came about as a result of the tax cut and jobs act in 2017. The rate reduction is applied against the fuel charge and goes away at the end of December this year. There are a couple of new smaller credits that will take effect; but, overall the tax cut benefits will go away and rates will go back up. It is unknown at this time what the new rates will be effective January 2019.

Mr. Wright also stated that he agrees this issue needs to be fully vetted in public. He continued that with regards to debt service, a finance expert who spoke about this subject at a Council meeting stated that the revenue from the electric system, not the City's general revenue, backs up the City's debt; and so owning the electric system is not going to bankrupt the City. He further stated that the City has a lot of options in terms of what to do with the extra revenue. They could give it all back to the

customers by lowering their power rates way down and not do the undergrounding; or use part of that revenue to lower rates and some for undergrounding.

According to Councilmember Destin, they have to be cautious in adopting this contract as Gulf Power is trying to limit the City's ability to exercise its right to purchase. According to the current proposal, Gulf Power is offering the City one opportunity, at the 5<sup>th</sup> year of the agreement, to exercise its right to purchase; otherwise, they would have to wait until the 15<sup>th</sup> year to do so.

Councilmember Destin also stated that contrary to what others believe, they cannot rely on NextEra to help the citizens of Destin by lowering their power rates. They are paying a huge amount of money to acquire Gulf Power. They own other power companies, and that they are probably trying to consolidate power within the State of Florida.

The City Attorney noted that the City has one other option in addition to the three options he mentioned earlier; which is to try to extend the franchise for another two years.

According to Councilmember Marler, he prefers negotiating for another extension to make sure they are doing the right thing; and that they could conduct a better feasibility study if necessary during that time.

Councilmember Destin inquired as to the consequences of delaying their decision to exercise their right to purchase until the regular Council meeting on Monday, September 17<sup>th</sup>.

Mr. Wright replied there is no immediate danger as the expiration date for the current franchise extension is Friday, September 21<sup>st</sup>. By that time, if the City does not exercise its right to purchase, obtain a new franchise extension, or have an absolute iron-clad, fully warranted and unequivocally binding franchise agreement, they would lose their leverage with Gulf Power.

The Mayor stated that Gulf Power's current offer seemed warranted and binding.

Mr. Wright noted that it is not warranted; adding that the letter they received from a Gulf Power representative indicated that any agreement they make requires approval from NextEra Energy.

**Councilmember Braden moved to exercise the City's right to purchase; seconded by Councilmember Ramswell.**

The Mayor stated that it might be a political suicide for the 7 members of the Council to make a decision of this magnitude. He continued that the current offer from Gulf Power, though it is not yet warranted, would give them the time line they need to do forensic analysis and to be able to put together a product that they could take to the citizens of this community; apart from the propaganda that took place during the last City election. They could also weigh and evaluate everything and make a good conscientious decision on what is best for the community. He also stated there ought to be some discussions of their intent to purchase the electric utility, whether it is to increase the City's revenue or pay for City debts; and if they intend to tax the citizens on their electric bill. He also stated they are not being honest with their citizenry with their discussion about lowering the rates. With the cost to purchase the utility and undergrounding at approximately \$250 million, they will not have the ability to

lower rates. It would not be worthwhile spending all that money unless they know the value of the utility is going to be a net windfall for the community; and that it would help pay for the City's debts and with the undergrounding of their electric utilities. He further stated that exercising their right to purchase is not a bad thing; but, they need to know what their chances are of being successful as well as the risks involved in that decision. He added they should be able to put together a packet of information that would give the citizens all the facts and allow them to evaluate this monumental decision and cast their vote at the next election.

The City Attorney asked Councilmember Braden to include in his motion the adoption of Resolution 18-31, exercising the City's right to purchase.

**Councilmember Braden amended his motion to pass Resolution 18-31, exercising their right to purchase; and also to have the ability to conduct workshops, educate the public and get the public's input. Councilmember Ramswell provided a second to the motion.**

According to Councilmember Braden, his motion does not necessarily mean they would just move forward and purchase the electric utility and stopping all negotiations with Gulf Power.

Councilmember Ramswell noted she has been a member of the Council for nearly 5 years and has sat through several Council meetings and workshops where this issue was discussed with the public and gave them the chance to provide their input. They have also had presentations from Mr. Bill Harrington, who conducted the feasibility study, and a representative from the City of Winter Park, providing specific details and statistics regarding this issue. She added they have made a concerted effort to get the public involved in this initiative.

Councilmember Marler wants to know if Gulf Power has warranted another two-year extension.

Mr. Wright reiterated that the letter from a Gulf Power representative had made it clear that any decision they make has to be approved by NextEra; which is disconcerting to him. He continued that as the City's lawyer, his job is to protect the City. He does not want the City to believe they reach an agreement with Gulf Power when in fact it has not been validated by NextEra.

**Councilmember Marler offered a substitute motion to delay making a decision on this matter until their regular Council meeting on Monday, September 17<sup>th</sup> to find out if there is a possibility to obtain a two-year extension on the current franchise. Motion died for lack of a second.**

**The Mayor called for a vote on the original motion, which passes 5-1 (Council members Destin, Morgan, Dixon, Ramswell and Braden voted "yes"; Councilmember Marler voted "no"; Councilmember Overdier was not physically present at the meeting and was not eligible to vote).**

Councilmember Destin suggests they allow the City's special counsel to reach out to Gulf Power representatives to see if they could continue negotiations on a potential franchise while going forward with the process involved in tonight's decision by the Council.

Mr. Wright clarified that it would only be a fact finding effort and not a negotiation.

Councilmember Destin stated that since it is not going to be a contract negotiation and that he still has Council's authorization to conduct a fact finding mission to explore various contract proposals from Gulf Power, he would reach out to Gulf Power and try to come up with something both parties could agree with, and then bring it back to Council Monday night.

#### **ADJOURNMENT**

Having no further business at this time, the meeting was adjourned at 7:15 PM.

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**Gary Jarvis, Mayor**

**ATTEST:**

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**Rey Bailey, City Clerk**

## CITY OF DESTIN



# AGENDA ITEM

**CITY COUNCIL AGENCY MEETING DATE:** October 15, 2018

**TYPE OF AGENDA ITEM:** City Manager's Reports

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**TO:** City Council Members

**THROUGH:** Lance Johnson, Interim City Manager

**FROM:** Kimberly Kopp, City Land Use Attorney

**DATE:** October 5, 2018

**SUBJECT:** Separation of Division of Code Enforcement From Community Development Department

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**I. BACKGROUND:**

The Interim City Manager is requesting that the City Council consider establishing a new Enforcement Department by separating the existing Code Enforcement Division from the Community Development Department.

**II. DISCUSSION:**

Currently, code enforcement is handled through the City's Community Development Department, which is one of the busiest departments at the City. Because both community development and code enforcement are of critical importance within the City and carry heavy workloads, the Interim City Manager is suggesting that the City Council consider pulling the Code Enforcement Division out of Community Development. The Interim City Manager believes that separation of Community Development and Code Enforcement into two separate departments would allow staff to more effectively and expeditiously handle the high volume of work currently handled by the existing single Department.

This does not necessarily have to result in additional City staff, although the Interim City Manager believes a new director dedicated to the role of overseeing the new Enforcement Department would be beneficial. If the City Council agrees that a Director level position should be established for a new Code Compliance Department, the Interim City Manager will commence the process to select an individual to hold the position of Director of the Enforcement Department. The Interim City Manager will then request approval of his appointment at a future City Council meeting, pursuant to Section 3.08 of the City Charter, which requires that a majority vote of Council approve such appointment.

- V. CONCLUSION:** The Interim City Manager is recommending that the City Council accept his recommendation to create a new Code Compliance Department by removing the current Code Enforcement Division from the Community Development Department. Additionally, the Interim City Manager is recommending that the City Council consider the creation of a new position for a

Department Director if not in this fiscal year then in fiscal year 2020 to oversee the Code Compliance Department.

**VI. RECOMMENDED MOTION (TWO OPTIONS):**

“I move that the City Council accept the city manager’s recommendation to separate the existing Code Enforcement Division from the Community Development Department and create a new Code Compliance Department.”

**OR**

“I move that the City Council accept the city manager’s recommendation to separate the existing Code Enforcement Division from the Community Development Department and create a new Code Compliance Department, and to commence the process for selecting a Director to oversee the new Code Compliance Department.”

## CITY OF DESTIN



# AGENDA ITEM

**COUNCIL MEETING DATE:** October 15, 2018**TYPE OF AGENDA ITEM:** Action Item

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**TO:** City Council**THRU:** Lance Johnson, Interim City Manager**FROM:** Steve Schmidt, Deputy City Manager  
Kimberly Kopp, Land Use Attorney**DATE:** October 3, 2018**SUBJECT:** First reading of Ordinance 18-22-CC - Requirements for Wireless Facilities in the City Rights-of-Way

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**I. BACKGROUND:** On March 5, 2018, the City Council invoked the Pending Ordinance doctrine in regard to the subject ordinance. Staff and the City Land Use Attorney have since prepared Ordinance 18-22-CC. The City Clerk sent a copy of proposed Ordinance 18-22-CC to the Secretary of State on October 3, 2018, in accordance with State law, which requires such notice to be provided at least ten days prior to first reading. Proposed Ordinance 18-22-CC is now before the City Council for consideration on first reading.

**II. DISCUSSION:** Prior to 2017, most local governments relied on their own land development codes and telecommunications ordinances if they received an application for wireless telecommunications facilities to locate with the jurisdiction's right-of-way because there was no state law that required cities to grand applications for location of wireless facilities in municipal rights-of-way.

However, last year, the Florida legislature passed the Advanced Wireless Infrastructure Deployment Act of 2017 ("AWIDA"), codified in Section 337.401, Florida Statutes. The legislation established a process by which wireless providers may place certain "small wireless facilities" on, under, within, or adjacent to certain utility poles or wireless support structures within public rights of way that are under the jurisdiction and control of cities and counties in Florida.

Under AWIDA, wireless providers may file applications to collocate "small wireless facilities" on certain utility poles and structures in public rights of way. Cities are required to process such applications under certain timelines, and must approve such applications unless there is a justified basis for denial as set forth in

the law.

AWIDA does authorize local governments to adopt certain ordinances regulating aesthetics of the covered wireless facilities, by establishing objective design standards for location, context, color and concealment (although this would be subject to a waiver if the standards are not reasonable or impose an excessive expense). Creating such regulations will allow the City to better ensure that such facilities are aesthetically compatible with the surrounding area. The City can also restrict the placement of new or additional facilities within a particular area of the right-of-way to the extent not prohibited by law, and can require that the facilities be placed so as to not unreasonably interfere with the use of the right-of-way by the public. Additionally, the City can require reasonable spacing requirements for the location of the ground-mounted equipment. The City's regulations must be non-discriminatory.

The attached proposed ordinance establishes requirements for registration, permitting, insurance, and aesthetics as authorized by AWIDA. It also sets forth definitions for some of the technical terms related to regulating the subject wireless telecommunications facilities.

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

**III. CONCLUSION:** It is recommended that the City Council approve Ordinance 18-22-2018 on first reading.

**IV. RECOMMENDED MOTION:** I move to approve Ordinance 18-22-2018 on first reading.

Attachments:

1. Wireless Ordinance for 10.15.18 agenda

**ORDINANCE NO. 18-xx-CC**

**AN ORDINANCE OF THE CITY OF DESTIN, FLORIDA, AMENDING CHAPTER 13 OF THE CITY CODE OF ORDINANCES, CREATING ARTICLE IX OF THE CITY CODE OF ORDINANCES FOR THE PURPOSE OF ESTABLISHING REQUIREMENTS FOR WIRELESS FACILITIES IN THE CITY RIGHTS-OF-WAY; CREATING SECTION 13-175 TITLE; CREATING SECTION 13-176 FINDINGS, INTENT AND PURPOSE; CREATING SECTION 13-177 DEFINITIONS; CREATING SECTION 13-178 REGISTRATION; CREATING SECTION 13-179 NOTICE OF TRANSFER, SALE OR ASSIGNMENT OF ASSETS IN PUBLIC RIGHTS-OF-WAY; CREATING SECTION 13-180 PERMIT REQUIREMENTS AND CONDITIONS; CREATING SECTION 13-181 STANDARDS FOR COMPATIBILITY WITH SURROUNDING NEIGHBORHOOD; CREATING SECTION 13-182 ENFORCEMENT OF PERMIT OBLIGATIONS; SUSPENSION AND REVOCATION OF PERMITS; CREATING SECTION 13-183 APPEALS; CREATING SECTION 13-184 INSURANCE; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the authority for enactment of these regulations is Article 1, Section 1.01(b) of the City Charter, Section 166.021, Florida Statutes, and Chapter 163, Part II, Florida Statutes; and

**WHEREAS**, it is the intent of the City Council of the City of Destin to exercise its authority over Wireless Providers' placement and maintenance of Wireless Facilities in the Public Rights-of-way; and

**WHEREAS**, Wireless Providers must have the authority to access the Public Rights-of-way as granted by the Florida Public Service Commission ("FPSC") as a Competitive Local Exchange Service provider ("CLEC"); and

**WHEREAS**, connectivity demands have driven exponential growth in the wireless industry and are anticipated to grow at an accelerated rate as new technology becomes available and demand for data increases; and

**WHEREAS**, the City Council recognizes that wireless connectivity is a vital component of the daily lives of Destin's citizens and visitors and that it is important to support and encourage consumer, business and community connectivity demands in order to protect the health, welfare and public safety of its citizens; and

**WHEREAS**, the City Council believes that participation in wireless deployment will strengthen the overall economic fabric of Destin; and

**WHEREAS**, as traditional wired-based solutions are being complimented with wireless and mobile offerings, the City of Destin seeks to integrate these technological advances into its Rights-of- way ordinance(s) in order to streamline the review process for Wireless Facilities installed in the Public Rights-of-way; and

**WHEREAS**, it is the City Council's intent to ensure there is sufficient wireless infrastructure deployed to support public safety and access to reliable wired, wireless and mobile

communications services; and

**WHEREAS**, it is the City Council's intent to treat each Wireless Provider in a reasonable, nondiscriminatory and competitively neutral manner in exercising such authority, which authority is limited to only those matters necessary to manage the roads or public Rights-of-way of the City; and

**WHEREAS**, the Public Rights-of-way subject to the jurisdiction and control of the City of Destin are critical to the travel of persons and the transport of goods and other tangibles in the business and social life of the community by all citizens; are a unique and physically limited resource and proper management by the City is necessary to maximize efficiency, minimize the costs to the taxpayers of the foregoing uses, and to reasonably balance the potential inconvenience to and negative effects upon the public from such facilities' placement and maintenance in the Public Rights-of-way against the substantial benefits that accrue from such placement and maintenance of facilities to promote the public health, safety and general welfare; and are intended for public uses and must be managed and controlled consistently with that intent; and

**WHEREAS**, it is the intent of the City Council to exercise its authority to adopt reasonable rules and regulations to the fullest extent allowed by federal and state law; and

**WHEREAS**, adoption of the following ordinance is necessary to satisfy the above objectives.

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

## **ARTICLE IX. WIRELESS FACILITIES IN THE PUBLIC RIGHTS-OF-WAY**

### **PART 1. In General**

#### **Sec. 13-175. Title.**

This Article shall be known as "Wireless Facilities in the Public Rights-of-way Ordinance."

#### **Sec. 13-176. Findings, Intent and Purpose.**

(a) The City hereby makes and declares the following findings and declares its legislative intent as follows:

(1) The Public Rights-of-Way within the City of Destin are a unique and physically limited resource and important amenity that are critical to the travel and transport of persons and property in the City.

(2) The demand for wireless telecommunications services has grown exponentially in recent years, requiring the continual upgrading of wireless telecommunications equipment and services to satisfy such demand.

(3) The placement of wireless telecommunications equipment and facilities in the Public Rights-of-Way to satisfy the demand for telecommunications services raises important issues with respect to the City's responsibility to manage its public rights-of-way.

(4) The Public Rights-of-Way must be regulated, managed and controlled in a manner that ensures minimal inconvenience to the public, and enhances the health, safety and general welfare of the City and its citizens.

(b) It is the intent of the City to promote the public health, safety and general welfare by:

(1) establishing reasonable rules and regulations governing the placement and/or maintenance of Wireless Facilities in the Public Rights-of-way by all Wireless Providers, including both Wireless Providers and wireline wireless providers as well as Pass-Through Providers;

(2) adopting and administering reasonable rules and regulations not inconsistent with state and federal law, including but not limited to, the Federal Communications Act of 1934, Sections 332 and 253, Section 6409(a) of 47 USC § 1455(a), or as hereinafter amended;

(3) minimizing disruption to the Public Rights-of-way; voiding potential damage to Public Rights-of-way caused by Wireless Facilities by ensuring that such Wireless Facilities are soundly and carefully designed, constructed, modified and maintained

#### **Sec. 13-177. Definitions.**

For purposes of this Article, the following terms, phrases, words and their derivations shall have the meanings given. The words "shall" and "will" are mandatory, and "may" is permissive. Words not otherwise defined shall be construed to have their common and ordinary meaning. The following definitions apply only for purposes of this Article:

*Antenna* means communications equipment that transmits or receives electromagnetic radio frequency signals used in providing wireless services.

*Applicant* means any Person who submits an application and is a Wireless Provider.

*Application* means a request submitted by an application to an authority for a Permit to Place or Co-locate Wireless Facilities.

*Authority* means a county or municipality having jurisdiction and control of the Public Rights-of-way of any public road.

*Authority Utility Pole* means a Utility Pole owned by an Authority in the Public Rights-of-way. The term does not include a Utility Pole owned by a municipal electric utility, a Utility Pole used to support municipally owned or operated electric distribution facilities, or a Utility Pole located in the Public Rights-of-way pursuant to F.S. 337.401(7)(b)6.

*Co-location or Co-locate or Attach* means to install, mount, maintain, modify, operate,

or replace one or more Wireless Facilities on, under, within, or adjacent to a Wireless Support Structure or Utility Pole. The term does not include the installation of a new utility pole or wireless support structure in the Public Rights-of-way.

*Day(s)*. In computing any period of time expressed in day(s) in this Article, the day of the act, event or default from which the designated period of time begins to run shall not be included. The last day of the period so computed shall be included unless it is a Saturday, Sunday, or legal holiday, in which event the period shall run until the end of the next day which is neither a Saturday, Sunday, or legal holiday. When the period of time prescribed or allowed is less than seven (7) days, intermediate Saturdays, Sundays and legal holidays shall be excluded in the computation.

*Distributed Antenna System* or *DAS* is a network of spatially separated antenna modes connected to a common source within a geographic areas or structure. A DAS is a Wireless Facility.

*Existing Structure* shall mean a structure within the Public Rights-of-way that exists at the time an application for permission to place a Wireless Facility on the preexisting structure is filed with the City. The term includes any structure that:

- (1) can structurally support the attachment of a Wireless Facility;
- (2) can be modified or repurposed to support the attachment of a Wireless Facility;
- (3) can be removed and replaced with a structure of similar design and purpose as the original Existing Structure that supports the attachment of a Wireless Facility; or
- (4) other facilities in compliance with applicable codes and laws.

*"FCC"* shall mean the Federal Communications Commission.

*In Public Rights-of-way* or *in the Public Rights-of-Way* shall mean over, above, in, on or under the Public Rights-of-way within the City over which the City has jurisdiction, control and authority to regulate.

*Maintain* shall mean to exercise physical control over a Wireless Facility in the Public Rights-of-Way, including ownership or the right to maintain and repair. A Person providing service only through resale or only through use of a third party's unbundled network elements is not "maintaining" the Wireless Facilities through which such service is provided. The transmission and receipt of radio frequency signals through the airspace of the Public Rights-of-way does not constitute "maintaining" Facilities in the Public Rights-of-way.

*Micro Wireless Facility* means a small wireless facility having dimensions no larger than 24 inches in length, 15 inches in width, and 12 inches in height and an exterior antenna, if any, no longer than 11 inches.

*Pass-Through Provider* means any entity or Person who, upon Registering with the City, places or Maintains a Wireless Facility the City's Rights-of-way and that does not remit communications service taxes as imposed by the City pursuant to F.S. Ch. 202 and F.S. § 337.401. A Pass-Through Provider can also be a Wireless Infrastructure Provider pursuant to § 337.401 as amended.

*Permit* means the Public Rights-of-Way permit that must be obtained before a Person may construct in the Public Rights-of-Way and shall include, but not be limited to the City's Public Rights-of-way engineering and construction permits issued by the City Engineer or his or her designee.

*Person* means any natural person or corporation, business association or other business entity, including, but not limited to a partnership, a sole proprietorship, a political subdivision, a public or private agency of any kind, a utility, a successor or assign of any of the foregoing or any other legal entity and shall include the City to the extent the City acts as a Wireless Provider.

*Place or Placement or Placing* shall mean to erect, construct, install, place, extend, remove, occupy, locate, relocate, or significantly alter the configuration of a Wireless Facility.

*Pole Attachment* means any attachment of a Wireless Facility by a Wireless Provider, to an existing Utility Pole or Existing Structure within a Public Rights-of-way.

*Public Rights-of-way or Rights-of-way* shall mean property or any interest therein, which is acquired for or devoted to a public road, including but not limited to, roadways, highway, street, or bridge for which the City is the Authority and may lawfully grant access to pursuant to applicable law, and includes the surface, the air space over the surface and the area below the surface.

*Registration or Register* means the process described in this ordinance whereby a Wireless Provider or Pass-Through Provider provides certain information to the City.

*Small Cell* means small, low-powered Wireless Facilities, consisting of a transmit-receive antenna that communicates with wireless devices, a wireless backhaul antenna that connects the facility to the carrier's core network, and compact radio equipment mounted on either Existing Structures or Utility Poles.

*Utility Pole* means a pole or similar structure that is used in whole or in part to provide Wireless Services or for electric distribution, lighting, traffic control, signage, or similar function. The term includes the vertical support structure for traffic control, signage, or similar function.

*Wireless Facility* means equipment at a fixed location which enables wireless communications between user equipment and a communications network, including radio transceivers, antennas, wires, coaxial or fiber-optic cable or other cables, regular and backup power supplies, and comparable equipment, regardless of technological configuration, and

equipment associated with wireless communications. The term includes small wireless facilities. The term does not include:

- a. The structure or improvements on, under, within, or adjacent to the structure on which the equipment is collocated;
- b. Wireline backhaul facilities; or
- c. Coaxial or fiber-optic cable that is between wireless structures or Utility Poles or that is otherwise not immediately adjacent to or directly associated with a particular Antenna.

*Wireless Infrastructure Provider* means a person who has been certificated to provide telecommunications service in the state and who builds or installs wireless communication transmission equipment, Wireless Facilities, or Wireless Support Structures but is not a Wireless Services Provider.

*Wireless Provider* shall mean a Wireless Infrastructure Provider or a Wireless Services Provider.

*Wireless Services Provider* means a Person who provides wireless services.

*Wireless Support Structure* means a free-standing structure, such as a monopole, a guyed or self-supporting tower, or other existing or proposed structure designed to support or be capable of supporting wireless facilities. The term does not include a utility pole.

## **PART 2. REGISTRATION**

### **Sec. 13-178. Registration.**

- (1) *Registration required.* A Wireless Provider or Pass-Through Provider that desires to place or maintain a Wireless Facility in a Public Rights-of-way shall first Register in accordance with this Article. Subject to the terms and conditions prescribed in this Article, a registrant may place or maintain a Wireless Facility in Public Rights-of-way.
- (2) *Registration.* Each Wireless Provider or Pass-Through Provider that desires to place or maintain a Wireless Facility in Public Rights-of-way shall file a single registration with the City, that shall include the following information:
  - a. Name of the registrant;
  - b. Name, address and telephone number of the registrant's primary contact person in connection with the Registration and the Person to contact in case of an emergency;
  - c. Evidence of the insurance coverage, or self-insurance status adequate to defend and cover claims;

- d. A copy of federal or state certification authorizing the registrant to provide wireless services as a Wireless Services Provider or telecommunications services as a Wireless Infrastructure Provider; and
- e. If the registrant is a corporation or limited liability company, proof of authority to do business in the State of Florida.

**Sec. 13-179. Notice of Transfer, Sale or Assignment of Assets in Public Rights-of-way.**

- (1) An Applicant shall not sell, transfer, lease, assign, sublet or dispose of, in whole or in part, either by forced or involuntary sale, or by ordinary sale, consolidation or otherwise, a Registration granted pursuant to this Article without having first provided the City with at least thirty (30) Days written notice of the same. Further, any such Person to whom such transfer has been made, must register with the City in accordance with this Article and shall provide proof of insurance coverage in accordance with Sections 13-178 and 13-184 of this Code.
- (2) If Permit Applications are pending in the Applicant's name, the transferee, buyer or assignee shall notify the City Engineer that the transferee, buyer or assignee is the new Applicant.
- (3) A violation of the requirements of this Section shall be a violation of this Code and the Applicant who is alleged to have violated any of the provisions of this Section may be subject to the enforcement remedies set forth in this Code.

**PART 3. PERMITTING**

**Sec. 13-180. Permit Requirements and Conditions.**

- (1) *Permit Required.* An Applicant shall not commence to Place or Maintain a Wireless Facility in Public Rights-of-way until all applicable Permits have been issued by City, except in the case of an emergency as provided for in the City Emergency Section herein. Permits shall apply only to the areas of Public Rights-of-way specifically identified in the Permit. The City Engineer shall consider the following in the review and consideration of a Application and imposition of reasonable Permit conditions:
  - a. *Permit Applications.* Applications to place a Wireless Facility in Public Rights-of-way shall contain the following:
    - i. An engineering plan signed and sealed by a Florida Registered Professional Engineer, or prepared by a person who is exempt from such registration requirements as provided in F.S. § 471.003, identifying the location of the proposed facility, including a description of the facilities to be installed, where it is to be located, and the approximate size of facilities and equipment that will be located in Public Rights-of-way;

- ii. A description of the manner in which the facility will be installed (i.e. anticipated construction methods and/or techniques);
  - iii. If appropriate given the facility proposed, the timetable for construction of the project or each phase thereof, and the areas of the City which will be affected;
  - iv. Application fee of \$150.00, to cover the City's costs of reviewing and processing the Application; and
  - v. Such additional information requested by the City that the City finds reasonably necessary to review the Application.
- b. *Permitting Timeline.* Within 14 Days after receiving an Application, the City must determine and notify the Applicant, by electronic mail, if the Application is deemed complete. If an Application is deemed incomplete, the City must specifically identify the missing information. An Application is deemed complete if the City fails to provide notification to the Applicant within 14 Days. A complete Application is deemed approved if the City fails to approve or deny the Application within 60 Days after receipt of the Application.
  - i. Within 14 Days after the date of filing an Application, the City may request that the proposed location of a Wireless Facility be moved to another location in the Public Rights-of-way and placed on an alternative City pole or Existing Structure or Wireless Support Structure or may place a new Utility Pole.
  - ii. City and Applicant may negotiate the alternative location for 30 Days after the date of the request. At the end of the 30-Day negotiation period, if the alternative location is agreed upon by the Applicant, the Applicant will notify City of this acceptance. The application is deemed granted for any new location where there is agreement, and all other locations in the application.
  - iii. If no agreement is reached, the Applicant will notify City of the nonagreement and City shall grant or deny the original application within 90 Days after the date the application was filed. A request for an alternative location, or a rejection of an alternative location must be in writing and provided by electronic mail.
  - iv. City and Applicant may agree to extend the 60-Day application review period.
  - v. A Permit issued pursuant to an approved Application shall remain effective for 1 year unless extended by the Authority.
- c. *Permit Denial.* The City will notify the Applicant of approval or denial by electronic mail. The City will specify, in writing, any basis for denial, including the specific

code provisions on which the denial was based. This denial letter will be sent to Applicant via electronic mail on the day the City denies the Application.

- i. Applicant may cure the deficiencies identified by the City and resubmit the Application within 30 Days after notice of the denial is sent to Applicant.
- ii. City shall approve or deny the revised Application within 30 Days after receipt, or the Application will be deemed approved. Any additional review will be limited to the deficiencies cited in the denial.
- iii. City may deny a proposed Co-location of a Wireless Facility if the Co-location:
  - a. Materially interferes with the safe operation of traffic control equipment.
  - b. Materially interferes with sight lines or clear zones for transportation, pedestrians, or public safety purposes.
  - c. Materially interferes with compliance with the Americans with Disabilities Act or similar federal or state standards regarding pedestrian access or movement.
  - d. Materially fails to comply with the 2010 edition of the FDOT Utility Accommodation Manual.
  - e. Fails to comply with City's applicable codes.
- d. *Emergency*. In the case of an emergency, an Applicant may restore its damaged Wireless Facilities in the Public Rights-of-way to their pre-emergency condition or replace its destroyed Wireless Facilities in the Public Rights-of-way with Facilities of the same size, character and quality, all without first applying for or receiving a Permit.
  - i. The term "emergency" shall mean a condition that affects the public's health, safety or welfare, which includes an unplanned out-of-service condition of a pre-existing service.
  - ii. Applicant shall provide prompt notice to the City of the repair or replacement of a Wireless Facility in the Public Rights-of-way in the event of an emergency, and shall be required to obtain an after-the-fact Permit if a Permit would have originally been required to perform the work undertaken in the Public Rights-of-way in connection with the emergency.

**Sec. 13-181. Standards for Compatibility with Surrounding Neighborhood.**

- (1) *In General*. Above-ground Wireless Facilities, including Wireless Facilities, Micro Wireless Facilities and Small Cells shall be designed in such a manner that the Wireless Facilities are compatible with the surrounding neighborhood. The City shall require the

following standards for all facilities:

- (a) All small wireless facilities, including antennas, shall use camouflage techniques which incorporate architectural treatment to conceal or screen their presence from public view through design to unobtrusively blend in aesthetically with the surrounding environment.
- (b) New and replacement wireless support structures and utility poles that support small wireless facilities shall consist of concrete or metal and substantially match the style, design, and color of the existing Utility Poles in the surrounding 500 foot area. Further, all wireless support structures and utility poles shall meet current safety standards in applicable codes.
- (c) Ground-based equipment boxes for small wireless facilities must be located in areas with existing foliage or another aesthetic feature to obscure the view of the equipment box. Additional plantings may be required to meet this condition. Any new landscaping in the public rights-of-way must be approved by the City, who may require a Landscape Maintenance Agreement to be executed prior to approval.

If the equipment boxes cannot be reasonably obstructed with landscaping or other aesthetic features to the satisfaction of the City, the City may allow future public art placement as a condition of approval. This condition may include an easement to be recorded for access and an agreement to be in place to include, but not be limited to, the type of art, design and maintenance.

- (d) With the exception of electric meters and disconnect switches, equipment such as back-haul components shall not be mounted on the exterior of the utility pole. Any items mounted to the pole shall be painted to substantially match the colors of the utility pole.
  - (e) No exposed wiring or conduit is permitted.
  - (f) The grounding rod may not extend above the top of the sidewalk and must be placed in a pull box, and the ground wire between the pole and ground rod must be inside an underground conduit.
  - (g) All pull boxes must be vehicle load bearing, comply with FDOT Standard specification 635 and be listed on the FDOT Approved Products List. A concrete apron must be installed around all pull boxes not located in the sidewalk. No new pull boxes may be located in pedestrian ramps.
  - (h) Aerial power connections and fiber connections from the utility pole are prohibited.
- (2) *Maximum Height Restrictions.* A Wireless Facility, including any attached Antennas, shall be no more than 10 feet above the utility pole or structure upon which the Wireless Facility is to be Co-located. Unless waived by City, the height for a new Utility Pole is limited to the tallest existing utility pole as of July 1, 2017, located in the Public Rights-of-way, other than a Utility Pole for which a waiver has been previously been granted, measured from grade in place within 500 feet of the proposed location of the Wireless Facility. If there is no Utility Pole within 500 feet, the Authority shall limit the height

of the Utility Pole to 50 feet. In no circumstance shall a utility pole be 15 feet in height or less, unless the City Manager or City Manager's designee determines that aesthetics or design is improved with the placement.

#### **PART 4. ADMINISTRATION AND ENFORCEMENT**

##### **Sec. 13-182. Enforcement of Permit Obligations; Suspension and Revocation of Permits.**

The City Engineer may order the suspension of work under a Permit and ultimately may revoke any Permit, in the event of a substantial breach of the terms and conditions of any applicable statute, ordinance, rule or regulation or any condition of the Permit. Any suspension of work or revocation must be in writing and contain the legal basis for such suspension or revocation.

##### **Sec. 13-183. Appeals.**

An Applicant aggrieved by an action or decision of the City Engineer shall be entitled to appeal a decision denying, suspending, or revoking a Permit to the City Engineer by filing notice of appeal with the City Manager within thirty (30) Days of the decision appealed from. The City Manager shall schedule a hearing on the appeal to be held within thirty (30) Days of the date the appeal is filed and shall provide the Applicant notice of the date of such hearing.

##### **Sec. 13-184. Insurance.**

- (1) *General.* An Applicant shall provide, pay for and maintain satisfactory to the City, the types of insurance described herein. All insurance shall be from companies duly authorized to do business in the State and having a rating reasonably acceptable to the City. All liability policies shall provide the City as an additional insured. The required coverages must be evidenced by properly executed certificates of insurance forms. The certificates must be signed by the authorized representative of the insurance company and a copy shall be filed and maintained with the City. The insurance requirements may be satisfied by evidence of self-insurance or other types of insurance acceptable to the City.
- (2) *Insurance Coverage and Limits of Insurance Coverage.* The insurance coverage and limits of coverage of insurance required shall be not less than the following: Commercial General Liability Insurance in the amount of \$1,000,000 per occurrence, or in such other amount specified by the City's risk management division, for bodily injury and property damage. The City must be named as an additional insured on this policy, and a certificate of insurance containing such endorsement must be issued as part of the policy.

**SECTION 3. INCORPORATION INTO CITY CODE OF ORDINANCES.** This Ordinance shall be incorporated into the City Code of Ordinances, and any section or paragraph number or letter and any heading may be changed or modified as necessary to effectuate the foregoing.

**SECTION 4. CONFLICTING PROVISIONS.** Special Acts of the Florida Legislature applicable to the

incorporated area of the City of Destin, City Ordinances and City Resolutions, or parts, thereof, in conflict with the provisions of this ordinance are hereby superseded by this ordinance to the extent of such conflict.

**SECTION 5. SEVERABILITY.** Each separate provision of this ordinance is deemed independent of all other provisions herein so that if any portion or provision of this ordinance is declared invalid, all other provisions thereof shall remain valid and enforceable.

**SECTION 6. EFFECTIVE DATE.** This ordinance shall become effective upon its adoption by the City Council and signature by the Mayor.

**ADOPTED THIS \_\_\_\_ DAY OF \_\_\_\_\_**

By: \_\_\_\_\_  
Gary Jarvis, Mayor

ATTEST:

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

\_\_\_\_\_  
Rey Bailey, City Clerk

\_\_\_\_\_  
Kimberly Kopp, City Land Use Attorney

First Reading: \_\_\_\_\_  
Second Reading: \_\_\_\_\_

CITY OF DESTIN



# AGENDA ITEM

**COUNCIL MEETING DATE:** October 15, 2018

**TYPE OF AGENDA ITEM:** Public Hearing

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**TO:** City Council

**THRU:** Lance Johnson, Interim City Manager  
Kimberly Kopp, Land Use Attorney

**FROM:** Steve Schmidt, Deputy City Manager

**DATE:** October 5, 2018

**SUBJECT:** A. First reading of Ordinance 18-06-LC - Establishing the Technical Review Committee (TRC) to streamline the development review process

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**I. BACKGROUND:** Consistent with the Comprehensive Plan 2020 Goals, Objectives and Policies, it is a strategic objective of the City Council to periodically amend the Land Development Code to improve regulatory efficiency and revise inconsistent or incorrect language. Amendments proposed by this ordinance are intended to establish the Technical Review Committee (TRC) to streamline the review process and time frames for Development Orders, while assuring a completed, consistent, high quality development. Additionally, several Articles are being amended to correct inconsistent language related to the comprehensive plan standards (i.e. Tier 2, Tier 3), establish thresholds for Major Developments, correct antiquated practices, delete or correct outdated language, clean-up discrepancies or errors, and refine the regulatory review process.

On September 20, 2018, the Local Planning Agency found proposed Ordinance No. 18-06-LC consistent with Comprehensive Plan: 2020, and recommended adoption of the Ordinance by City Council.

**II. DISCUSSION:** The purpose of this ordinance is to establish the Technical Review Committee, amend several Articles of the LDC to correct outdated information and to improve staff's ability to efficiently implement the development review process reflecting current practices.

Technical Review Committee

The Technical Review Team process was set up several years ago, and although somewhat effective at its inception, has slowly declined as an effective tool for review of proposed Development Orders, resulting in frustration for our development partners and citizens.

Ordinance 18-06-LC reestablishes a Technical Review Committee (TRC). Specifically, Section 2.26.01 establishes the TRC as an administrative committee for the purpose of providing for the professional and technical review of development order applications as specified under Section 2.26.03 of the LDC. Membership in the TRC is specified in Section 2.26.02 as follows:

The membership shall be capped at nine members, with a term of four years (unless otherwise terminated by resignation or removal under terms specified in the ordinance), including:

1. The City Land Use Attorney  
an appropriate individual from the following city departments, as applicable:
2. Community Development Department (Planning)
3. Public Services Department
4. Parks and Recreation Department
5. Community Development Department (Building Official or designee)  
an appropriate individual from following agency:
6. Destin Fire Control District  
an appropriate individual from following utilities:
7. Destin Water Users
8. Okaloosa Gas District
9. Gulf Power

The City Manager may appoint and remove city staff representatives as he or she may deem appropriate, and shall provide names of the nominees for non-city staffed positions for consideration and vote by the City Council, not to be placed on the Consent Agenda.

The TRC shall review the following applications according to their areas of expertise, for compliance with the provisions of the City of Destin Land Development Code, and all applicable building codes;

1. Major/Minor development order
2. Major/Minor deviations to development orders
3. Major subdivisions
4. Planned Unit Developments

#### LDC Article Amendments

The following discussion will briefly describe highlights of the amendments proposed for each Article of the LDC.

## Article 2. - Administration

- Establish Technical Review Committee
- Delete reference to Tier 2, Tier 3
- Refine development review procedures
- Establish thresholds for Major Developments
- Add sign posting standard for public notice requirements

## Article 3 – Definitions

Add language to the definition of a “Yard” to provide that residential accessory HVAC equipment and pool equipment, with the equipment base or foundation installed on-grade, may be located in a required yard.

## Article 5 – General Provisions

The article defines the Land Development Code and establishes that its structure and format follows the City Comprehensive Plan. This ordinance amends the article to include the Technical Review Committee as a recognized Board and Agency.

## Article 6 – Concurrency Management Systems

Makes the following revision: Projects deemed to have a de minimis minimus impact pursuant to Rule 9J-5.0055(3)(c) 6.a, Florida Administrative Code the Comprehensive Plan shall not be subject to concurrency requirements.

## Article 20 – Building Regulations

Modifies language regarding the review and approval of foundation as-built survey for compliance.

Adds new language for contractor insurance requirements.

- A. **Link to Strategic Goals / Objectives:** IC. Analyze, measure, and improve key processes to enhance service excellence.
- B. **Effect on Budget (EOB):** There is not any anticipated effect on the budget.
- C. **Level of Service (LOS):** Increase in our Level of Service for Development Order review anticipated.

**III. CONCLUSION:** The inclusion of the newly created Technical Review Committee will greatly enhance the City's ability to implement the Development Order review process in a timely and efficient manner. The subsequent amendments to the Articles of the Land Development Code will assist Staff with revisions and tools necessary to complete the development review process in a more equitable and consistent manner.

**IV. RECOMMENDED MOTION:** "I move that City Council approves Ordinance 18-06-LC on First Reading and directs staff to bring it back for Second Reading at the next City Council meeting."

Attachments:

1. Ord. 18-06-LC LDC Amendment - Articles 2, 3, 5, 6, 20

## **ORDINANCE NO. 18-06-LC**

**AN ORDINANCE OF THE CITY OF DESTIN, FLORIDA RELATING TO ESTABLISHING THE TECHNICAL REVIEW COMMITTEE (TRC) TO STREAMLINE THE PROCESS OF DEVELOPMENT REVIEW; PROVIDING FOR AMENDMENT TO ARTICLE 2 – ADMINISTRATION REVISING THE DEVELOPMENT REVIEW PROCESS; PROVIDING FOR AMENDMENTS TO ARTICLE 3 – DEFINITIONS, YARD; PROVIDING FOR AMENDMENT TO ARTICLE 5 – GENERAL PROVISIONS; PROVIDING MODIFICATION TO ARTICLE 6 – CONCURRENCY MANAGEMENT SYSTEM; PROVIDING FOR AMENDMENT TO ARTICLE 20 – BUILDING REGULATIONS; PROVIDING FOR FINDINGS OF FACT; PROVIDING FOR INCORPORATION INTO THE LAND DEVELOPMENT CODE; PROVIDING FOR CONFLICTING PROVISIONS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the authority for enactment of these regulations is Article 1, Section 1.01(b) of the City Charter, Section 166.021, Florida Statutes, and Chapter 163, Part II, Florida Statutes; and

**WHEREAS**, it is a strategic objective of the City Council to periodically amend the Land Development Code to revise inconsistent language and improve regulatory efficiency; and

**WHEREAS**, it is necessary to streamline the requirements and the time frame for Development Orders, while assuring a completed, high quality development; and

**WHEREAS**, it is necessary to amend the existing Land Development Code in order to revise incorrect, inaccurate or outdated language and refine the development review process; and

**WHEREAS**, the City Council has determined that this ordinance is consistent with the adopted comprehensive plan and is in the best interest of the City and its citizens; and

**WHEREAS**, a public hearing has been conducted after due public notice by the Local Planning Agency and its recommendations reported to the City Council; and

**WHEREAS**, a public hearing has been conducted by the city Council after due public notice.

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

**SECTION 1. RECITALS.** The foregoing recitals are hereby fully incorporated herein by reference as

legislative findings of the City Council of the City of Destin.

**SECTION 2. CODE AMENDMENT.** Language in section 2 of this ordinance that is ~~struck through~~ is language proposed to be deleted, underlined language is language proposed to be added, language that is not ~~struck through~~ or underlined is not to be changed, and \* \* \* represents sections of the Land Development Code that remains unchanged.

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## **ARTICLE 2 – ADMINISTRATION**

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### **2.04.00. - Withdrawal of applications.**

An application for development approval may be withdrawn at any time. Caution: The withdrawal of any application for development approval which occurs after the publication of any notices which may be required by this Code or other law will result in the application losing its relative position in priority for plan review and will require the applicant to resubmit its application at the initial step in the development review process required for the particular development. Such resubmittal will require payment of the necessary fees in order to activate the plan review process and reestablish relative position and priority for plan review.

*Note:* Nothing in this section shall be construed to prevent the Local Planning Agency (LPA) ~~and Land Development Regulation Commission~~ or the City Council from delaying action or decision on any application. In the event the LPA or City Council votes to delay review or decision on any application, said application will retain its relative position and priority for plan review purposes.

### **2.05.00. - Authorization for development permit.**

No development activity may be commenced without a final development order.

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*2.05.02. Exceptions to the requirement for a development order.* A construction permit may be issued without a development order if any of the following conditions apply:

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- G. Minor alterations to existing improved properties, for which a development order has not been previously issued, that will alter gross floor area, use of structure or land, or change/add to the impervious surface of the site provided that:
1. The proposed change does not require additional parking spaces beyond those already existing on the site;
  2. The proposed change cannot increase impervious surface area beyond 750 square feet. An increase in impervious surface up to 750 square feet must meet the requirements of Section 10.03.02.I.2.b.;
  3. The proposed change does not exceed de minimis ~~minimums~~ level of service standards for concurrency; and

4. Sufficient information (site plan drawn to scale, existing versus proposed development, existing conditions, etc...) generally in accordance with Section 2.18.02. General plan requirements must be provided at the time a building permit application is submitted to the City.

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#### 2.06.00. - Pre-application procedures.

Prior to filing for a formal and scheduled review of proposed development plans, if required by this Code, by the Technical Review Committee, the applicant shall request the Community Development ~~City Planning~~ Director, or designee, to set a time for discussion of the proposed development. Checklists set forth in Article 17 appropriate to the proposed development shall be provided to the applicant by the Planning Director, or designee. In addition, the applicant shall be directed to the appropriate City departments or other agencies so that the applicant may obtain information from such department(s) and/or agency(s) prior to filing for formal review, if necessary, by the City Technical Review Committee.

*Note:* No comment made by any persons associated with the City during any pre-application conference or discussion shall be considered either as approval or rejection of the proposed development or development plans.

2.06.01. *Designation of plans as minor or major developments.* Before submitting a development plan for formal review, the applicant shall provide the City with sufficient information to make a determination as to whether or not the plan will be designated a major or minor development. For purposes of these procedures, all development plans shall be designated, in writing, by the City Manager, or his designee, as either exempt from the development order process (in accordance with Section 2.05.02), a minor development, or major development according to the criteria below.

- A. *Major development.* A development order application shall be deemed a major development if it satisfies one or more of the following criteria:
  1. Non-residential and mixed-use development plans consisting of more than 10,000 square feet of gross floor area. ~~Development order applications requesting Tier 3 approval.~~
  2. Residential development plans consisting of 10 or more dwelling units.
  3. Major subdivisions.
  4. All planned unit developments (PUD's).
- B. *Minor development.* A development plan shall be designated as a minor development if it is neither a major development nor a development exempt under Section 2.05.02 of this Code.

#### 2.07.00. - Procedures for development review.

All applications for a major or minor development order or a major or minor deviation to a development order shall be processed in a timely manner. This shall entail prompt review and responses from both the applicant and the members of the Technical Review Committee (TRC)~~Team (TRT)~~. No property shall have more than one development order application under review by the City at any one time.

The applicant shall adhere to the following procedures when seeking approval for a major or minor development order or a major or minor deviation to a development order:

- A. The applicant for a proposed development order shall submit a complete application package (i.e. application, development plans, applicable fees, etc...) to the Community Development Department.
- B. Within ~~ten~~ three working days of receipt of the application package for review, the Community Development Department shall perform an application completeness review and either:
  1. Determine that the application package is incomplete and inform the developer, in writing, of the deficiencies. The applicant shall submit an amended application package for application completeness review by the Community Development Department. The amended application package must be received within 30 calendar days to maintain the application's relative position and priority for plan review. If the applicant fails to submit an amended application package within 30 calendar days, the application does not maintain its relative position and priority for plan review and is considered withdrawn; or
  2. Determine that the application package is complete as received, inform the developer, in writing, of the TRC meeting date, and proceed with the review procedures listed below.
- C. The Community Development Department shall make available to each TRC ~~¶~~ member a copy of the application package, which within three working days after the development application is determined to be complete. The application package shall at a minimum shall contain all information which is pertinent to the member's functional area(s) and the TRC meeting date at which the application submittal comments will be reviewed.
- D. The TRC ~~TRT~~ members shall review the proposed application package and submit comments, if any, in writing to the Community Development Department staff assigned as the project manager within thirty ten working days of receipt of the application package. The TRC comments shall be forwarded to the applicant no later than three days prior to the TRC meeting date. The Project Manager shall, within two working days, forward the TRT Member's comments to the applicant. Each TRC member shall limit their review to their area of expertise, which shall be defined at the time the TRC member's appointment is approved by the City Council.
- E. ~~Community Development's~~ Staff shall review the plan and comments at the TRC meeting of the TRT members and determine whether the application complies with the requirements of this Code.
- F. ~~Community Development's~~ Staff shall either accept, accept with comments, accept with modifications, or deny and approve, approve with conditions, approve with modifications or deny the application and shall:
  1. Determine conformity of the proposed development with the Comprehensive Plan, this Code, other applicable requirements and the items enumerated in subsection B. 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 a his or her

recommendation to either approve, approve with conditions, approve with modifications or deny the application.

- G. If the application has been approved with modifications, the applicant shall adhere to the procedures listed below until the Community Development staff concludes that the application is approved, approved with conditions, approved with modifications or denied.
1. From the date on which the Community Development Department conducts a TRC meeting for the project ~~issues a consolidated comments letter or memo to the applicant pertaining to the technical review of the application,~~ the applicant shall have not more than 60 calendar days to resubmit a revised package for technical review, unless the one-time 15-day extension is approved as stated below. If a resubmittal package is not received by the Community Development Department within 60 calendar days from the date on which the TRC met on the project, ~~Community Development Department issued comments to the applicant pertaining to the technical review of the application,~~ the process shall start over and the applicant shall be required to submit a new application package, complete with a new application, new plans, new fees, etc., to the Community Development Department. The application shall be subject to all new regulations that are in effect at the time of the new application. The applicant may only request one 15-day extension to the 60-day resubmittal deadline during the entire review process. The request shall be in the form of a written letter indicating why the extension is needed. Requests for an extension shall be reviewed by the City Manager or designee, with a recommendation by the Community Development Director or designee. The applicant shall receive a letter indicating whether or not the request has been granted or denied. If the request is denied, the letter must specifically indicate the reason(s) for such denial.
  2. From the date of application, the applicant shall have not more than nine months to obtain technical review approval of the project, unless the one-time three-month extension is approved as stated below. If technical approval is not received within nine months from the date of application, the process shall start anew and the applicant shall be required to submit a new application package, complete with a new application, new plans, new fees, etc., to the Community Development Department. The project shall be subject to all new regulations that are in effect at the time of the new application. The applicant may request one three-month extension to the nine-month deadline during the entire review process. The request shall be in the form of a written letter indicating why the extension is needed. Requests for the one-time three-month extension shall be reviewed by the City Manager or designee, with a recommendation by the Community Development Director or designee. The applicant shall receive a letter indicating whether or not the request has been granted or denied. If the request is denied, the letter must specifically indicate the reason(s) for such denial.
- H. Once the Community Development staff has come to a conclusion that the application is approved, approved with conditions, approved with modifications or denied, the application shall adhere to the requirements of Section 2.07.012 if it is classified as a major development or adhere to the requirements of Section 2.07.023 if it is classified as a minor development.

*2.07.01. Major developments.* The following procedures, in addition to those listed in Section 2.07.00, shall apply to all major development order applications:

- A. ~~The Technical Review Team (TRT) members shall review the proposal and submit comments, if any, in writing to the Community Development staff assigned as the project manager. Once the application has been to the TRC meeting and each individual TRC TRT member, as it pertains to~~

their area of expertise, has come to the conclusion that the proposal can be approved, approved with conditions, approved with modifications or denied, the Community Development ~~Department staff assigned as the project manager~~ shall prepare and forward each TRC TRF member's written recommendation, through the City Manager to the City Council. A list of all pending Major developments shall be provided by the Community Development Director to the City Council, each month, prior to the first regularly scheduled Council meeting, or the tenth (10<sup>th</sup>) day of the month, whichever occurs first. In addition to the written recommendations of each TRC TRF member, information provided to the City Council in the technical staff report shall include, but not be limited to, the following:

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*2.07.02. Minor developments.* The following procedures, in addition to those listed in Section 2.07.00, shall apply to all minor development order applications:

- A. Once the application has been to the TRC meeting and each individual TRC member, as it pertains to their area of expertise, has come to the conclusion that the proposal can be approved, approved with conditions, approved with modifications, or denied, the Community Development Department ~~If the proposal is approved or approved with conditions, the Community Development Director, or designee,~~ shall authorize the issuance of a development order that complies with Section 2.08.00. A list of all pending Minor developments shall be provided by the Community Development Director to the City Council, each month, prior to the first regularly scheduled Council meeting, or the tenth (10<sup>th</sup>) day of the month, whichever occurs first.
- B. If the proposal is approved with modifications, a development order may be authorized by the Community Development Director, or his designee, once the required modifications have been completed and approved by the appropriate TRC TRF members.

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2.17.00. - Notice.

- A. Written notice shall be provided to owners of property within 300 feet of land subject to all development related applications. Development related applications shall include all of the following types of applications: deed of gift, lot reconfigurations, minor replats, major and minor subdivisions, major and minor development orders, major and minor deviations to previously approved development orders, future land use map amendments and zoning map amendments. The written notice shall include, at a minimum, the following: the name of the owner of the property, the name of the authorized agent (if applicable), the address of the subject property or tax parcel identification number if an address has not been issued for the property, project description, location map of the subject property, and a statement informing the public of the location where the proposed application package can be viewed, unless otherwise provided in Florida Statutes. Unless otherwise provided by law, regulation or decision, addresses for a mailed notice required by this code shall be obtained from the records of the Okaloosa County Tax Collector. The failure of any person to receive notice shall not invalidate an action if a good faith effort was made to comply with the notice requirements of this code.
- B. A sign, meeting the following requirements, shall be posted on the property:

1. The sign must be prominently placed on the development site and shall not be located further than five feet from the adjacent right-of-way. The required content of the sign shall be legible as viewed from the adjacent right-of-way;
2. Such sign shall be not larger than 18 inches by 24 inches and not smaller than 16 inches by ten inches in size;
3. The sign must clearly indicate the name, and 24 hours a day, seven days a week emergency contact phone number of the responsible party for said development site; and
4. The sign must be continuously on the property of the development site and shall be removed from said property within five working days after the issuance of Certificate of Completion or Certificate of Occupancy (whichever applies).

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## 2.26.00. – Technical Review Committee (TRC)

2.26.01. Establishment. There is hereby created a committee to be known as the technical review committee (TRC) for the purpose of providing for the professional and technical review of development order applications as specified under section 2.26.03 of this Code.

### 2.26.02. Membership

- A. The initial membership on the TRC shall be capped at nine (9) members, and terms on the committee shall be for four (4) years, unless the member resigns from the committee, is removed from the committee by a majority vote of the City Council, or has their membership terminated pursuant to subsection B.
- B. Membership on the TRC shall be terminated if the member: (1) files a lawsuit against the City, (2) is convicted of a felony, or a crime involving moral turpitude, or (3) fails to timely review projects to such a degree that the City Manager, Community Development Director, and Land Use Attorney all three agree is causing a detriment to the function of the TRC.
- C. The membership shall include:
  1. The City Land Use Attorney  
an appropriate individual from the following city departments, as applicable:
    2. Community Development Department, Planning;
    3. Public Services Department;
    4. Parks and Recreation Department;
    5. Community Development Department, Building Official or Building Official's designee;  
an appropriate individual from following agencies:
  6. Destin Fire Control District (nominee must have experience as a firefighter);  
an appropriate individual from following utilities:
  7. Destin Water Users (nominee must have technical experience in the area of water utilities)

8. Okaloosa Gas District (nominee must have technical experience in the area of gas utilities)
  9. Gulf Power (nominee must have technical experience in the area of electrical utilities)
- D. The City Manager may appoint and remove the City Staff representatives, under section 2.06.02.C., 2-5 above, as the City Manager may deem appropriate.
  - E. Other than the City Land Use Attorney, the City Manager shall provide the names of the nominees for the other four positions to the City Council, for the City Council's approval by a majority vote. The consideration and vote by City Council shall not be part of the Consent Agenda.

#### 2.26.03. Functions, duties and responsibilities of TRC.

The TRC members shall be provided items to review in relation to their areas of expertise, and shall confine their review to the areas so designated. Subject to these limitations, the TRC shall review the following applications for compliance with the provisions of this City Land Development Code, and all applicable building codes:

1. Major/Minor development order;
2. Major/Minor deviations to development orders;
3. Major subdivisions; and
4. Planned Unit Developments.

#### 2.26.04 Conduct of TRC meetings.

- A. The TRC staff shall hold regular monthly meetings at the established time and place unless cancelled due to lack of items to be discussed or acted upon.
- B. The TRC agenda shall be distributed to the members and applicants at least seven working days prior to the regularly scheduled meeting.
- C. The meetings shall be open to the public and reasonable notice of the time, place and agenda shall be given and posted. Attendance of the applicant or agent is not required but is encouraged.
- D. On development applications to be reviewed by the TRC, the Community Development Director, or other person designated by the City Manager, shall be responsible for the following:
  1. Agenda preparation and distribution;
  2. Chairing the meeting;
  3. Recording the minutes;
  4. Notification to applicants of the regularly scheduled date, time and place for consideration of the application;
  5. Written notification to applicants of the outcome of the TRC review.
- E. At the second City Council meeting each month, the City Land Use Attorney shall provide a brief monthly update, under City Land Use Attorney's designated portion of the Agenda, summarizing the activities of the TRC.

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### **ARTICLE 3- DEFINITIONS.**

#### 3.00.01 – Definitions.

For the purpose of this Code, the following terms, phrases, words and their derivations shall have the meaning contained herein, except where the context clearly requires otherwise.

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*Yard:* A required open space, established in conjunction with the required setback, unoccupied and unobstructed by any accessory or principal structure or portion of any accessory or principal structure ~~that is from 30 inches above grade~~; provided, however, that fences, walls (see definition), poles (flag poles), posts, customary yard accessories, arbors (see definition) and furniture may be permitted in any yard subject to specified height limitations as provided herein. Accessory residential HVAC and pool equipment, with the equipment base or foundation installed on-grade may be permitted in the required yard.

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## **ARTICLE 5 – GENERAL PROVISIONS**

### 5.00.00. - Title.

This document is the land development code for the City of Destin and may be referred to also as the "code" or "LDC." It follows in structure and format the current Destin Comprehensive Plan; ~~2000~~.

### 5.01.00. - Authority.

The code (LDC) is developed pursuant to F.S. § 163.3202, the current Destin Comprehensive Plan; ~~2000~~, the city Charter and the general powers provided local government in F.S. ch. 166.

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### 5.03.00. - Guide for users.

5.03.01. *Unified land development regulations.* This Code was enacted to provide a consolidated reference source for land development regulations of the City of Destin. It replaces and updates certain ordinances that are outdated or redundant. In other cases, it supplements ordinances previously enacted pertaining to land development. Where no regulatory instruction mandated by the Comprehensive Planning Act of 1985 has been previously addressed or codified by city ordinance, this Code provides the requirements in accordance with the current Comprehensive Plan; ~~2000~~. In all cases, therefore, where there may be a conflict between this Code and existing ordinances, the LDC (this Code) shall take precedence. In summary, the code establishes a single set of site design criteria and provides procedures for the expeditious processing of development projects and permit applications.

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### 5.03.02. *Checklists for preparation and review of development proposals.*

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- X. *Boards and agencies.* If a decision is made by a developer to proceed with development after the required checklist forms are completed, procedures for development review established by the

city must be followed. Persons, departments, boards, teams and agencies involved in that review are as follows:

1. The Community Development Director, or designee, serves as the developer's initial point of contact with the City.
2. The Technical Review Committee (TRC) Team is composed of, but not limited to City staff, representative(s) of Community Development (Planning), Public Services, Parks and Recreation, Community Development (Building), sewer, solid waste, telecommunications, gas, electric, cable purveyors, and representative(s) from the Destin Fire Control District, Destin Water Users, Okaloosa Gas District, and Gulf Power. ~~The term Technical Review Team does not confer any formal organizational status as the TRT does not meet as a group nor vote.~~ Each TRC TRT member is responsible for reporting the results of the member's review directly and individually to Community Development staff.
3. The Local Planning Agency (LPA) hears and make recommendations to the City Council regarding land use.
4. Requests for variances and special exceptions are considered by the Board of Adjustment.
5. ~~The Local Planning Agency (LPA)~~ is the agency responsible for the development, implementation, and interpretation of the comprehensive plan. Its recommendations to the City Council are advisory.

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## **ARTICLE 6 – CONCURRENCY MANAGEMENT SYSTEM.**

6.01.00. - General requirements.

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- D. Projects deemed to have a de minimis ~~minimus~~ impact pursuant to ~~Rule 9J-5.0055(3)(c) 6.a, Florida Administrative Code~~ the Comprehensive Plan shall not be subject to concurrency requirements.

## **ARTICLE 20 – BUILDING REGULATIONS.**

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20.05.01. *Foundation surveys for certain work.*

- A Foundation survey requirement. For all building projects which require construction of a foundation of 100 square feet or more, a foundation survey shall be submitted to the City Building inspector Division prior to the dry-in inspection. Such foundation survey shall be prepared by or under the direct supervision of a registered land surveyor and certified by same. Any work undertaken prior to submission of the foundation survey shall be done at the builder's risk.
- ~~(B) Stop work order. The city building inspector shall have authority to immediately issue a stop work order for any project requiring a foundation survey, if the survey has not been submitted to him prior to the dry-in inspection. In addition, the building inspector shall immediately issue a stop work order if, upon examination of the foundation survey, it is determined that the foundation~~

~~is located on the site in violation of city codes. When a stop work order is issued, no further construction shall then commence until the violation is corrected.~~

- (B) As-built survey. For all building projects requiring a foundation survey, an as-built survey shall also be submitted to the city Building inspector Division prior to the issuance of a certificate of occupancy. The as-built survey shall be prepared by or under the direct supervision of a registered land surveyor and certified by same. No certificate of occupancy shall be issued until the Building inspector Division has received and the Planning Division has examined the survey to determine there are no violations of city code requirements. If a violation is determined to exist, no certificate of occupancy shall be issued, no permanent electric power shall be connected and the structure shall not be occupied until the violation has been remedied.

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20.08.00. - Contractors.

20.08.01. *Insurance.* All contractors shall furnish proof of compliance with the following:

- (1) The applicant has a public liability insurance policy for the ensuing year with an insurance company authorized to do business in the State of Florida with the following minimum liability limits: ~~\$300,000.00 bodily injury and \$50,000.00 property damage or \$300,000.00 combined single limit.~~

|                                                      | <u>Liability</u> | <u>Property Damage</u> |
|------------------------------------------------------|------------------|------------------------|
| <u>General Contractor</u>                            | <u>\$300,000</u> | <u>\$50,000</u>        |
| <u>Building Contractor</u>                           | <u>300,000</u>   | <u>50,000</u>          |
| <u>Residential Contractor</u>                        | <u>100,000</u>   | <u>25,000</u>          |
| <u>Sheet Metal Contractor</u>                        | <u>100,000</u>   | <u>25,000</u>          |
| <u>Air Conditioning Contractor</u>                   | <u>100,000</u>   | <u>25,000</u>          |
| <u>Roofing Contractor</u>                            | <u>100,000</u>   | <u>25,000</u>          |
| <u>Mechanical Contractor</u>                         | <u>100,000</u>   | <u>25,000</u>          |
| <u>Pool Contractor</u>                               | <u>100,000</u>   | <u>25,000</u>          |
| <u>Plumbing Contractor</u>                           | <u>100,000</u>   | <u>25,000</u>          |
| <u>Underground Utility and Excavation Contractor</u> | <u>100,000</u>   | <u>25,000</u>          |
| <u>Solar Contractor</u>                              | <u>100,000</u>   | <u>25,000</u>          |
| <u>Pollutant Storage System</u>                      | <u>100,000</u>   | <u>25,000</u>          |
| <u>Specialty Contractor</u>                          |                  |                        |
| <u>Specialty Contractors,</u>                        | <u>100,000</u>   | <u>25,000</u>          |
| <u>Unless specified otherwise</u>                    |                  |                        |

- a. The policy shall contain a provision adding the City of Destin as an additional insured or a provision holding the City of Destin, its officers, agents, employees, assigns, mayor and councilmen, both individually and collectively harmless from any liability caused by the negligence, carelessness, or wanton act of the contractor or his agents, employees or assigns. If the policy does not contain either provision, the contractor shall sign a hold harmless form provided by the City of Destin.

- b. The policy shall contain a provision or statement from the company that the policy will not be canceled without ten days' prior notice to the City of Destin ~~Inspection Department~~. If at any time the said liability policy becomes canceled or terminated, the certificate so issued shall become null and void.

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**SECTION 3. INCORPORATION INTO LAND DEVELOP CODE.** This ordinance shall be incorporated into the City of Destin's Land Development Code and any section or paragraph number or letter and any heading may be changed or modified as necessary to effectuate the foregoing.

**SECTION 4. CONFLICTING PROVISIONS.** Special Acts of the Florida Legislature applicable to the incorporated area of the City of Destin, City Ordinances and City Resolutions, or parts, thereof, in conflict with the provisions of this ordinance are hereby superseded by this ordinance to the extent of such conflict.

**SECTION 5. SEVERABILITY.** Each separate provision of this ordinance is deemed independent of all other provisions herein so that if any portion or provision of this ordinance is declared invalid, all other provisions thereof shall remain valid and enforceable.

**SECTION 6. EFFECTIVE DATE.** This ordinance shall become effective upon its adoption by the City Council and signature by the Mayor.

ADOPTED THIS \_\_\_\_ DAY OF \_\_\_\_\_

By: \_\_\_\_\_  
Gary Jarvis, Mayor

ATTEST:

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

\_\_\_\_\_  
Rey Bailey, City Clerk

\_\_\_\_\_  
Kimberly Kopp, City Land Use Attorney

First Reading: \_\_\_\_\_

Second Reading: \_\_\_\_\_

CITY OF DESTIN



# AGENDA ITEM

**COUNCIL MEETING DATE:** October 15, 2018

**TYPE OF AGENDA ITEM:** Public Hearing

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**TO:** City Council

**THRU:** Lance Johnson, Interim City Manager  
Kimberly Kopp, Land Use Attorney

**FROM:** Steve Schmidt, Deputy City Manager

**DATE:** October 8, 2018

**SUBJECT:** First reading of Ordinance 18-15-LC - Use of wheeled vehicles on public and private areas of the beach

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**I. BACKGROUND:** Consistent with the Comprehensive Plan 2020 Goals, Objectives and Policies, it is a strategic objective of the City Council to periodically amend the Land Development Code to strengthen and improve regulatory efficiency.

This ordinance is related to the use of wheeled vehicles on public and private areas of the City's Beaches. Recently, the City of Destin has seen an increase in the amount of wheeled vehicles driving on privately owned beach property. Driving on the beach is not only aesthetically displeasing, it is also dangerous for beachgoers. Additionally, driving wheeled vehicles on the beach can be damaging to the ecosystem, including the beach fauna and flora. It is widely recognized that beach driving can cause serious ecological impacts by potentially destroying nesting areas for sea turtles and birds. Pristine beaches, clear of vehicle tracks, allow the recovery of all coastal organisms that benefit from the lack of disturbance and compacting of the substrate by the heavy vehicles.

The City's Land Development Code Section 11.08.02 bans the use of wheeled vehicles on the beach but is not clear as to whether driving vehicles on private beaches is prohibited. Therefore, the purpose of this ordinance is to amend the Land Development Code to clearly and unequivocally prohibit the use of all wheeled vehicles on all beaches in the Destin City limits, regardless of property ownership status.

On September 20, 2018, the Local Planning Agency found Ordinance No. 18-15-LC consistent with Comprehensive Plan: 2020, and recommended the adoption of said Ordinance by City Council by a vote of 5-0.

**II. DISCUSSION:** The purpose of this ordinance is to balance the comfort and convenience of tourists and local beach-goers with the need to protect the health, safety and welfare of those on the beach, as well as, prevent negative environmental impacts stemming from the use of wheeled vehicles on the beach. The City's intent is to not interfere with the enjoyment and comfort of beach goers and this Ordinance will not prohibit or hinder the level of beach access currently enjoyed by both locals and tourists.

Section 11.08.02. Regulation of the use and conduct on the beach.

Section 11.08.02(C) of the Land Development Code is amended to include the following underlined language:

C. Wheeled vehicles. This clause is applicable regardless of whether the beach is privately owned or open to the public. Violations of this clause shall subject the violator to code enforcement proceedings, criminal prosecution, or both.

(i) Definition of Wheeled vehicle. Anything that moves on wheels, sleds, or treads, and is able to transport/carry things or people, and which utilizes a form of propulsion such as: (1) a motor that is gas powered, wind powered, coal powered, wood powered, solar powered, kinetically powered, or battery powered; (2) an internal combustion engine; or (3) pedals, chains, springs, or hydraulics for manual propulsion. Additionally, anything that is pulled by a horse, mule, camel, or donkey, and which transports things or people, is also a wheeled vehicle for purposes of this section.

a. Express Exceptions: Baby strollers weighing less than 100lbs; wagons/wheelbarrows/hand-carts/pull-carts that are pushed/pulled by a human; wheelchairs weighing less than 300lbs.

(ii) Definition of Beach. The zone of unconsolidated material that extends landward from the mean low water line to the place where there is marked change in material or physiographic form, or to the line of permanent vegetation, usually the effective limit of storm waves. Also, the definition of beach includes: (1) any undeveloped property wherein a federal spoils easement exists for the placement of fill from a dredging operation; (2) any undeveloped sandy areas, including sea oats, within a 1,000 foot radius of the Army Corp of Engineers jetty located on the eastern shore of the East Pass; (3) any sandy areas, including sea oats, seaward of any home or condominium building, located between the Army Corp of Engineers jetty located on the eastern shore of the East Pass, and the entrance of the Destin Harbor; or (4) any undeveloped sandy areas, including sea oats, located on Norriego Point, including the City park, and any sandy areas within 1,000 feet of the park and on Norriego Point.

(iii) Permit Required. Any wheeled vehicle on a beach within the Destin City Limits shall have a permit decal displayed prominently on the front windshield of

the vehicle. The permit decals shall be issued annually by the City Manager, or City Manager's designee. Permit decals shall be free of charge, and shall be issued within a reasonable time of request.

(iv) Permit Eligibility. The following wheeled vehicles shall be the only wheeled vehicles eligible to receive permit decals: (1) Any governmental vehicle that is operated by any law enforcement agency with jurisdiction over the beaches within the Destin City Limits, (2) Any governmental vehicle operated by the Destin Fire District, or any lifeguards officially sanctioned by the Destin Fire District, the Okaloosa County TDC, or the City of Destin, (3) Any wheeled vehicle owned or operated by a state or federal agency that requires the use of a vehicle on the beaches within the Destin City Limits, (4) Any vehicle that is utilized by a life safety entity, or organization, to perform life safety or rescue operations, (5) Any vehicle owned or operated by a non-profit entity that is licensed by the state or federal government to rescue or monitor endangered wildlife, injured native wildlife, turtles, manatees, or dolphins, or (6) Any vehicle necessary for beach cleaning, or raking, which is owned or operated by an individual or entity that is contracted by a governmental entity or agency.

(v) Criminal Penalty. It shall be unlawful for any person to place, leave, drive, or cause to be driven, an unpermitted wheeled vehicle on any beach within the Destin City Limits, unless an express exception is provided below. Anyone in violation of this clause shall be guilty of a second degree misdemeanor and, upon conviction thereof, shall be fined or imprisoned, or both, as provided by law, and in addition shall pay all costs and expenses incurred in the prosecution of such violation.

a. Express Exceptions: Baby strollers weighing less than 100lbs; wagons/wheelbarrows/hand-carts/pull-carts that are pushed/pulled by a human; wheelchairs weighing less than 300lbs.

**A. Link to Strategic Goals / Objectives:** IC. Analyze, measure, and improve key processes to enhance service excellence.

**B. Effect on Budget (EOB):** There is not any anticipated effect on the budget.

**C. Level of Service (LOS):** No negative impact in our Level of Service is anticipated.

**III. CONCLUSION:** The amended language of the Land Development Code clearly and unequivocally prohibits the use of all wheeled vehicles on all beaches in the Destin City limits, with permitted exception, regardless of property ownership status.

**IV. RECOMMENDED MOTION:** "I move that the City Council approve

Ordinance 18-15-LC on 1st Reading and direct staff to schedule a 2nd Reading for final adoption.”

Attachments:

1. Ord. 18-15-LC Wheeled Vehicles on the Beach

## **ORDINANCE 18-15-LC**

**AN ORDINANCE OF THE CITY OF DESTIN, FLORIDA RELATING TO THE USE OF WHEELED VEHICLES ON PUBLIC AND PRIVATE AREAS OF THE BEACH; PROVIDING FOR AUTHORITY; PROVIDING FOR FINDINGS OF FACT; PROVIDING FOR AN AMENDMENT TO LAND DEVELOPMENT CODE SECTION 11.08.02, AND CREATING SUBSECTIONS C(i) THROUGH C(v); PROVIDING FOR INCORPORATION INTO THE LAND DEVELOPMENT CODE; PROVIDING FOR CONFLICTING PROVISIONS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.**

### **SECTION 1. AUTHORITY.**

The authority for enactment of this Ordinance is Article 1, Section 1.01 (b) of the City Charter, Section 166.021, Florida Statutes and Chapter 163, Part II, Florida Statutes.

### **SECTION 2. FINDINGS OF FACT.**

**WHEREAS**, the City of Destin has seen an increase in the amount of vehicles driving on privately owned beach property; and

**WHEREAS**, Driving on beach is aesthetically displeasing and dangerous for beach strollers as well as damaging to the ecosystem and large-scale prohibition of driving may bring back the beach fauna and flora; and

**WHEREAS**, Land Development Code Section 11.08.02 bans the use of wheeled vehicles on the beach but is not clear as to whether driving vehicles on private beaches is prohibited; and

**WHEREAS**, the City Council has deemed it necessary to amend the existing Land Development Code to clearly and unequivocally prohibit the use of all wheeled vehicles on all beaches regardless of who owns the beach; and

**WHEREAS**, the City Council desires to balance the comfort and convenience of tourists and local beach-goers with the need to protect the health, safety and welfare of those on the beach as well as prevent negative environmental impacts stemming from the use of wheeled vehicles on the beach; and

**WHEREAS**, the City of Destin promotes tourism, including appreciation and enjoyment of the City's abundant preserved natural areas, pristine beaches, and walking and bicycling paths that make the City of Destin unique among Florida's coastal municipalities; and

**WHEREAS**, many coastal jurisdictions in the State of Florida, and across the nation, have standards in place to minimize the negative impacts caused by vehicular activity on both public and private beaches; and

**WHEREAS**, pristine beaches, clear of vehicle tracks, allow the recovery of all coastal organisms that benefit from the lack of disturbance and compacting of the substrate by the heavy vehicles; and

**WHEREAS**, it is widely recognized that beach driving can cause serious ecological impacts by potentially destroying nesting areas for sea turtles and birds; and

**WHEREAS**, in *Proposed Rule - Endangered and Threatened Wildlife and Plants; Designation of Critical Habitat for the Northwest Atlantic Ocean Distinct Population Segment of the Loggerhead Sea Turtle* (Federal Register, March 25, 2013) it is stated that, "Beach driving has been found to reduce the quality of loggerhead nesting habitat in several ways. In the southeastern United States, vehicle ruts on the beach have been found to prevent or impede hatchlings from reaching the ocean following emergence from the nest (Hosier et al. 1981, p. 160; Cox et al. 1994, p. 27; Hughes and Caine 1994, p. 237). Sand compaction by vehicles has been found to hinder nest construction and hatchling emergence from nests (Mann 1977, p. 96). Vehicle lights and vehicle movement on the beach after dark results in reduced habitat suitability, which can deter females from nesting and disorient hatchlings. If driving occurs at night, sea turtles could be run over and injured. Additionally, vehicle traffic on nesting beaches contributes to erosion, especially during high tides or on narrow beaches where driving is concentrated on the high beach and foredune.""; and

**WHEREAS**, shore erosion can be caused by careless beach driving; and

**WHEREAS**, beach driving can pose a serious safety hazard to beach goers and there have been injuries and deaths to beach goers caused by vehicles in coastal areas where beach driving is allowed; and

**WHEREAS**, the City Council does not wish to interfere with the enjoyment and comfort of beach goers and this Ordinance will not prohibit or hinder the level of beach access currently enjoyed by both locals and tourists; and

**WHEREAS**, the City Council has determined that this ordinance is consistent with the adopted comprehensive plan and is in the best interests of the City and its citizens; and

**WHEREAS**, a public hearing has been conducted after due public notice by the Local Planning Agency and its recommendations reported to the City Council; and

**WHEREAS**, a public hearing has been conducted by the City Council after due public notice.

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

**NOTE: Language in all sections of this ordinance that is ~~strike-thru~~ is language**

proposed to be deleted, underline language is language to be added, language that is not in strike-thru or underlined is not to be changed. The symbol \*\*\* represents sections of the Land Development Code that have been skipped and remain unchanged.

### SECTION 3. AMENDMENT OF LAND DEVELOPMENT CODE SECTION 11.08.02.

Section 11.08.02 of the Land Development Code is hereby amended as follows:

\*\*\*

~~C. Wheeled vehicles. The use of wheeled vehicles, other than emergency and public safety vehicles, turtle nest monitoring, baby strollers, or equipment for mobility-impaired persons, is prohibited except by special permit.~~

C. **Wheeled vehicles.** This clause is applicable regardless of whether the beach is privately owned or open to the public. Violations of this clause shall subject the violator to code enforcement proceedings, criminal prosecution, or both.

(i) **Definition of Wheeled vehicle.** Anything that moves on wheels, sleds, or treads, and is able to transport/carry things or people, and which utilizes a form of propulsion such as: (1) a motor that is gas powered, wind powered, coal powered, wood powered, solar powered, kinetically powered, or battery powered; (2) an internal combustion engine; or (3) pedals, chains, springs, or hydraulics for manual propulsion. Additionally, anything that is pulled by a horse, mule, camel, or donkey, and which transports things or people, is also a Wheeled vehicle for purposes of this section.

a. Express Exceptions: Baby strollers weighing less than 100lbs; wagons/wheelbarrows/hand-carts/pull-carts that are pushed/pulled by a human; wheelchairs weighing less than 300lbs.

(ii) **Definition of Beach.** The zone of unconsolidated material that extends landward from the mean low water line to the place where there is marked change in material or physiographic form, or to the line of permanent vegetation, usually the effective limit of storm waves. Also, the definition of beach includes: (1) any undeveloped property wherein a federal spoils easement exists for the placement of fill from a dredging operation; (2) any undeveloped sandy areas, including sea oats, within a 1,000 foot radius of the Army Corp of Engineers jetty located on the eastern shore of the East Pass; (3) any sandy areas, including sea oats, seaward of any home or condominium building, located between the Army Corp of Engineers jetty located on the eastern shore of the East Pass, and the entrance of the Destin Harbor; or (4) any undeveloped sandy areas, including sea oats, located on Norriego Point, including the City park, and any sandy areas within 1,000 feet of the park and on Norriego Point.

(iii) **Permit Required.** Any wheeled vehicle on a beach within the Destin City Limits shall have a permit decal displayed prominently on the front windshield of the vehicle. The permit decals shall be issued annually by the City Manager, or City Manager's designee. Permit decals shall be free of charge, and shall be issued within a reasonable time of request.

(iv) **Permit Eligibility.** The following wheeled vehicles shall be the only wheeled vehicles eligible to receive permit decals: (1) Any governmental vehicle that is operated by any law enforcement agency with jurisdiction over the beaches within the Destin City Limits, (2) Any governmental vehicle operated by the Destin Fire District, or any lifeguards officially sanctioned by the Destin Fire District, the Okaloosa County TDC, or the City of Destin, (3) Any wheeled vehicle owned or operated by a state or federal agency that requires the use of a vehicle on the beaches within the Destin City Limits, (4) Any vehicle that is utilized by a life safety entity, or organization, to perform life safety or rescue operations, (5) Any vehicle owned or operated by a non-profit entity that is licensed by the state or federal government to rescue or monitor endangered wildlife, injured native wildlife, turtles, manatees, or dolphins, or (6) Any vehicle necessary for beach cleaning, or raking, which is owned or operated by an individual or entity that is contracted by a governmental entity or agency.

(v) **Criminal Penalty.** It shall be unlawful for any person to place, leave, drive, or cause to be driven, an unpermitted wheeled vehicle on any beach within the Destin City Limits, unless an express exception is provided below. Anyone in violation of this clause shall be guilty of a second degree misdemeanor and, upon conviction thereof, shall be fined or imprisoned, or both, as provided by law, and in addition shall pay all costs and expenses incurred in the prosecution of such violation.

a. Express Exceptions: Baby strollers weighing less than 100lbs; wagons/wheelbarrows/hand-carts/pull-carts that are pushed/pulled by a human; wheelchairs weighing less than 300lbs.

\*\*\*

**SECTION 4. INCORPORATION INTO LAND DEVELOPMENT CODE.** This ordinance shall be incorporated into the City of Destin's Land Development Code and any section or paragraph number or letter and any heading may be changed or modified as necessary to effectuate the foregoing.

**SECTION 5. CONFLICTING PROVISIONS.** Special Acts of the Florida Legislature applicable to the incorporated area of the City of Destin, City Ordinances and City Resolutions, or parts, thereof, in conflict with the provisions of this ordinance are hereby superseded by this ordinance to the extent of such conflict.

**SECTION 6. SEVERABILITY.** If any section, phase, sentence, or portion of this Ordinance is, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions thereof.

**SECTION 7. EFFECTIVE DATE.** This ordinance shall become effective upon its adoption by the City Council and signature by the Mayor.

ADOPTED this \_\_\_\_ day of \_\_\_\_\_, 2018.

---

Gary Jarvis, Mayor

ATTEST:

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Rey Bailey, City Clerk

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, Land Use Attorney

## CITY OF DESTIN



# AGENDA ITEM

**COUNCIL MEETING DATE:** October 15, 2018**TYPE OF AGENDA ITEM:** Consent Agenda

---

**TO:** City Council**THRU:** Rey Bailey, City Clerk**FROM:** Kim Montgomery, Deputy City Clerk**DATE:** October 12, 2018**SUBJECT:** Request for use of city right-of-way for McGuire's Annual Halloween Fun Run

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**I. BACKGROUND:** McGuire's Irish Pub of Destin is requesting the use of the city streets to hold their annual 5K/10K road race on October 27, 2018. They have provided all of the required documentation and have notified the Okaloosa County Sheriff's Office, the Destin Fire Control District, and the Okaloosa County Emergency Medical Services of the upcoming request. A map indicates the path of the race. The Okaloosa County Sheriff's Posse will control the traffic where necessary and the race sponsors will maintain the traffic elsewhere and remove any debris left after the request.

**II. DISCUSSION:**

**A. Link to Strategic Goals / Objectives:** Enhance Quality of Life. Enhance the City's Recreational Services.

**B. Effect on Budget (EOB):**

The City of Destin shall not incur any expense or revenue as a result of this request.

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

There is no staff requirement for this request.

**III. CONCLUSION:** All related and required documentation has been submitted and approved for legal sufficiency by both the City Attorney and the Risk Manager. Staff recommends approval of this request.

**IV. RECOMMENDED MOTION:** I move to approve the McGuire's Irish Pub 5k/10k Run request for use of City streets on October 28, 2017.

Attachments:

1. McGuire's Irish Pub Halloween Run  
2018



**CHECKLIST FOR USE OF PUBLIC FACILITIES OR  
PROPERTY:**

Name of Organization: McGuire's Irish Pub of Destin, Inc

Type of Event: 5K/10K Charity Run/Walk

Date(s) of Event: 10/27/2018

Location of Event: see map

1.\* Certificate of Insurance (**Endorsement to the Policy & Acord is required.**)  
provided: Yes: ☒ **This is required.** Date on which provided: \_\_\_\_\_

2.\* Hold Harmless (**Signed Original**) provided: Yes: ☒ **This is required.**  
Date on which provided: 09.14.18

3.\*\* Permission granted from FDOT for use of State roadway (applicable only if  
using and closing any portion of State Highway 98) Yes \_\_\_\_\_ No \_\_\_\_\_  
Date written permission granted: N/A

4.\*\* Local law enforcement services requested: ☒ **Yes** **This is  
required.**  
Law enforcement officer contacted: Arnold Brown

5.\*\* Destin Fire Control District contacted: ☒ **Yes** **This is  
required.**  
Person contacted: Matt Taylor

6.\*\* Okaloosa County Emergency Medical Services contacted:  
Person contacted: A. Henderson ☒ **Yes** **This is  
required**

7. Please provide map of race route(s).

8. Describe steps being taken to ensure removal of all directional arrows, signage,  
as well as trash left on City streets upon conclusion of the event:  
will have a crew cleanup immediately after the event

9. Please provide location & pertinent information regarding sufficient and  
approved event participant parking for the event:  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\*Any unauthorized event participant parking is subject to being towed from private property at vehicle owner's expense\*

10. City Park Permit needed: Yes No If yes, please contact Lisa Firth at Destin Community Center @ 850-654-5184 to make arrangements to reserve the park.
11. Will the event be in a residential neighborhood and will there be excessive noise or light glare from the event?
- \_\_\_\_\_

Charlotte Rahikan  
(Requester's or Acting Agent's Signature)

- \* **Original Certificate of Insurance and signed Hold Harmless must be provided to the City of Destin to be presented to City Council prior to their approval of the event, as well as a map of the race route.**
- \*\* **Provide the City a written acknowledgement/concurrence from the agency.**

HOLD HARMLESS AGREEMENT

\_\_\_\_\_ agrees to indemnify and hold harmless the City of Destin from any and all liability, defense costs, including attorney fees and all other fees incidental to defense, loss or damage the City of Destin may suffer as a result of claims, demands, costs or judgments against it arising from the \_\_\_\_\_ to be held on \_\_\_\_\_.

In addition, the \_\_\_\_\_ agrees to provide the City of Destin a Certificate of Insurance naming the City as an Additional Insured reflecting general liability coverage of not less than \$1,000,000.00.

\_\_\_\_\_  
(Corporate Name)

\_\_\_\_\_  
Signature of President

\_\_\_\_\_  
Print name and print President next to name



## HOLD HARMLESS AGREEMENT

MCGUIRES IRISH PUB OF DESTIN, INC, agrees to indemnify and hold harmless the City of Destin from any and all liability, defense costs, including attorney fees and all other fees incidental to defense, loss or damage the City of Destin may suffer as a result of claims, demands, costs or judgments against it arising

from MCGUIRES IRISH PUB OF DESTIN 22nd  
Halloween 5K / 10K Run / Walk

to be held on OCTOBER 27 2018

In addition, MCGUIRES IRISH PUB OF DESTIN INC agrees to provide the City of Destin a Certificate of Insurance naming the City as an Additional Insured reflecting general liability coverage of not less than \$1,000,000.00

MCGUIRES IRISH PUB OF DESTIN INC  
(Corporate Name)

William Martin  
Signature of President

WILLIAM MARTIN PRESIDENT  
Please Print Name and President next to name

STATE OF FLORIDA  
COUNTY OF OKALOOSA

The foregoing instrument was acknowledged before me this 31 day of JULY 20 18

by William Martin as President of MCGUIRES IRISH PUB OF DESTIN INC

Shay Lisa Adams (Seal)  
Signature of Person Taking Acknowledgement

SHAY LISA ADAMS  
Printed name of Person Taking Acknowledgement



OFFICIAL SEAL  
SHAY LISA ADAMS  
MY COMMISSION EXPIRES  
JUNE 28, 2021  
COMMISSION NO GG95268

Personally known ☒ or has produced identification ☐

Type of Identification produced \_\_\_\_\_



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/30/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

|                                                                                                                           |                                                                                                                                                                                                                                                                                                  |                                                            |
|---------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------|
| PRODUCER<br>Insurance Management Group<br>12730 Coldwater Road<br><br>Fort Wayne IN 46845                                 | CONTACT NAME: Margaret Mayers<br>PHONE (A/C, No. Ext): (260) 338-2925<br>E-MAIL: mmayers@insmgt.com<br>ADDRESS:<br><br>INSURER(S) AFFORDING COVERAGE<br>INSURER A: National Casualty Company<br>INSURER B: Nationwide Life Insurance Co.<br>INSURER C:<br>INSURER D:<br>INSURER E:<br>INSURER F: | FAX (A/C, No.): (765) 664-0761<br>NAIC #<br>11991<br>66869 |
| INSURED<br>Road Runners Club of America/2018 and Its<br>Member Clubs<br>1501 Lee Highway, Suite 140<br>Arlington VA 22209 |                                                                                                                                                                                                                                                                                                  |                                                            |

## COVERAGES

CERTIFICATE NUMBER: 2018 \$1M A.I.

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE                                                                                                                                                                                                                                                                                                                                                                                 | ADDL SUBR INSD WVD                                                     | POLICY NUMBER                                                        | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS                                                                                                                                                                                                                                                              |
|----------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------|----------------------------------------------------------------------|-------------------------|-------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| A        | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY<br><input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR<br><input checked="" type="checkbox"/> Legal Liability to Participant \$1,000,000<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC<br>OTHER: |                                                                        | KR00000007170900<br><br>Abuse & Molestation<br>Aggregate \$5,000,000 | 12/31/2017<br>12:01 AM  | 12/31/2018<br>12:01 AM  | EACH OCCURRENCE<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000<br>MED EXP (Any one person) \$ 500,000<br>PERSONAL & ADV INJURY \$ 1,000,000<br>GENERAL AGGREGATE \$ Unlimited<br>PRODUCTS - COMP/OP AGG \$ 1,000,000<br>Abuse and Molestation \$ 500,000 |
| A        | AUTOMOBILE LIABILITY<br><input type="checkbox"/> ANY AUTO<br><input type="checkbox"/> ALL OWNED AUTOS<br><input checked="" type="checkbox"/> HIRED AUTOS<br><input type="checkbox"/> SCHEDULED AUTOS<br><input checked="" type="checkbox"/> NON-OWNED AUTOS                                                                                                                                       |                                                                        | KR00000007170900                                                     | 12/31/2017<br>12:01 AM  | 12/31/2018<br>12:01 AM  | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$<br>\$                                                                                                     |
|          | UMBRELLA LIAB<br>EXCESS LIAB<br>DED RETENTION \$                                                                                                                                                                                                                                                                                                                                                  | <input type="checkbox"/> OCCUR<br><input type="checkbox"/> CLAIMS-MADE |                                                                      |                         |                         | EACH OCCURRENCE \$<br>AGGREGATE \$<br>\$                                                                                                                                                                                                                            |
|          | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below                                                                                                                                                                                                            | <input type="checkbox"/> Y/N<br>N/A                                    |                                                                      |                         |                         | PER STATUTE<br>OTH-ER<br>E.L. EACH ACCIDENT \$<br>E.L. DISEASE - EA EMPLOYEE \$<br>E.L. DISEASE - POLICY LIMIT \$                                                                                                                                                   |
| B        | Excess Medical & Accident (\$250 Deductible/Claim)                                                                                                                                                                                                                                                                                                                                                |                                                                        | SPX0000028554500                                                     | 12/31/2017<br>12:01 AM  | 12/31/2018<br>12:01 AM  | Excess Medical \$10,000<br>AD & Specific Loss \$2,500                                                                                                                                                                                                               |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The City of Destin, and its officials and employees are NAMED AS AN ADDITIONAL INSURED AS RESPECTS TO THEIR INTEREST IN THE OPERATIONS OF THE NAMED INSURED. DATE OF EVENT(S): 10/27/18 Halloween Run Walk INSURED RRCA CLUB/EVENT MEMBER: McGuire's Irish Runners, Attn: Shay Adams, 600 E. Gregory Street, Pensacola, FL 32502 Effective 10/02/18 this voids and replaces any previously issued certificate

## CERTIFICATE HOLDER

## CANCELLATION

10/27/18 City of Destin  
Attached: PCN0619-CG2026  
4200 Indian Bayou Trail  
Destin, FL 32541

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Terry Diller/MARG

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Policy Change  
Number 0619

GU 269  
(11-85)

**THE ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

IL 12 01 11 85

**POLICY CHANGES**

|                                       |                                                 |                                             |
|---------------------------------------|-------------------------------------------------|---------------------------------------------|
| <b>POLICY NO.</b><br>KRO0000007170900 | <b>POLICY CHANGES<br/>EFFECTIVE</b><br>10/27/18 | <b>COMPANY</b><br>NATIONAL CASUALTY COMPANY |
|---------------------------------------|-------------------------------------------------|---------------------------------------------|

|                                                              |                                                                |
|--------------------------------------------------------------|----------------------------------------------------------------|
| <b>NAMED INSURED</b><br>ROAD RUNNERS CLUB OF AMERICA AND ITS | <b>AUTHORIZED REPRESENTATIVE</b><br>K&K INSURANCE AGENCY, INC. |
|--------------------------------------------------------------|----------------------------------------------------------------|

|                                                                |               |
|----------------------------------------------------------------|---------------|
| <b>COVERAGE PARTS AFFECTED</b><br>Commercial General Liability | PAGE 01 OF 01 |
|----------------------------------------------------------------|---------------|

**CHANGES**

Form Number: CG2026 "Additional Insured-Designated Person or Organization"

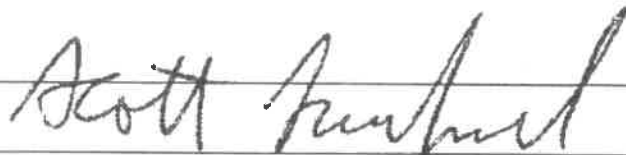
(X) Add Form To Include Additional Insured Below:

THE CITY OF DESTIN, AND ITS OFFICIALS AND EMPLOYEES

Club: McGuire's Irish Pub  
Event: Halloween Run Walk  
Date: 10/27/18

No Premium Change

NLS 10/03/18



Authorized Representative Signature

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED – DESIGNATED  
PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

**Name Of Additional Insured Person(s) Or Organization(s):**

THE CITY OF DESTIN, AND ITS OFFICIALS AND EMPLOYEES

Club: McGuire's Irish Pub  
Event: Halloween Run Walk  
Date: 10/27/18

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

**A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the

insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

## **Kim Montgomery**

---

**From:** Terry Watkins <jwatkins@sheriff-okaloosa.org>  
**Sent:** Saturday, September 8, 2018 9:40 AM  
**To:** charlotte@mcguiremgt.net  
**Cc:** Kim Montgomery; pat@mcguiremgt.net  
**Subject:** McGuire's 2018 Halloween 5 & 10 K run

The Okaloosa Sheriff's Posse will support this run with traffic control and 3 vehicles for the runners and walkers.

McGuire's is organizing a 5 and 10 K run on Saturday October 27, 2018.

The event will start at 9 am and end around 10am.

The city of Destin is requesting an authorization from EMS in order to allow us to conduct the event.

Please find attached a map of the course Thank you McGuire's Irish Pub Charlotte Ratikan

(850)650-0000

Captain J. Terry Watkins  
Okaloosa Sheriff's Posse  
Okaloosa County Sheriff's Office  
50 2nd St.  
Shalimar, Fl 32579  
Admin. Office: 850-651-7410  
Cell: 850-699-3636  
jwatkins@sheriff-okaloosa.org

The Mission of the Okaloosa County Sheriff's Office: "Ensuring fair and equal administration of the law, safeguarding civil liberties and preserving public safety; Doing so with professionalism and unity of purpose, while being good stewards of the public's trust."

### **PLEASE NOTE:**

This email may contain Law Enforcement Sensitive or Privileged Information, which is intended only for use by the individual or entity to which the email is addressed. If you have received this email in error, please delete it immediately. E-mail communications to or from Okaloosa County Sheriff's Office employees are considered public records and are available to the public and media upon request. Your e-mail communications with attachments, including your email address, are subject to public disclosure.

From: Stefan W.Vaughn svaughn@myokaloosa.com  
Subject: RE: McGuire's Halloween  
Date: Sep 7, 2018 at 2:14:59 PM  
To: theratikans@gmail.com  
Cc: Arnold Brown abrown@sheriff-okaloosa.org,  
Donna Fedderke  
dfedderke@myokaloosa.com, Michelle Huber  
mhuber@myokaloosa.com

Greetings,

Okaloosa County Public Safety has no immediate objections to your request.

**Mr. Stefan W. Vaughn, Ed.S, CPM**  
**Director, Public Safety & Corrections**  
**Okaloosa Board of County Commissioners**  
**Jail Office: (850) 689-5763**  
**EOC Office: (850) 651-7150**

**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.**

Begin forwarded message:

**From:** Charlotte Ratikan <theratikans@gmail.com>  
**Date:** August 27, 2018 at 1:58:12 PM CDT  
**To:** ahenderson@co.okaloosa.fl.us  
**Subject:** McGuire's Halloween

McGuire's is organizing a 5 and 10 K run on Saturday October 27, 2018.

The event will start at 9 am and end around 10am.

The city of Destin is requesting an authorization from EMS in order to allow us to conduct the event.

Please find attached a map of the course

Thank you

McGuire's Irish Pub

Charlotte Ratikan

(850)650-0000

**CAUTION:** This email originated from outside the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

From: Alvin Henderson

ahenderson@co.okaloosa.fl.us

Subject: RE: 2017 McGuire's Halloween run

Date: Aug 25, 2017 at 1:26:57 PM

To: Charlotte Ratikan theratikans@gmail.com

Cc: Sheri Whitman swhitman@co.okaloosa.fl.us,  
Christine Cooper ccooper@co.okaloosa.fl.us,  
Darrel Welborn dwelborn@co.okaloosa.fl.us,  
Michelle Huber mhuber@co.okaloosa.fl.us,  
Randy McDaniel

rmcdaniel@co.okaloosa.fl.us, Rich Huffnagle  
rhuffnagle@co.okaloosa.fl.us, Robert Murphy  
rmurphy@co.okaloosa.fl.us, Tracey Vause  
tvause@co.okaloosa.fl.us

The Department of Public Safety has no objections and APPROVES the event as described.

Alvin Henderson Jr., CEM, CFPS  
Director  
Okaloosa County  
Department of Public Safety  
90 College Boulevard East  
Niceville, FL 32578

Phone: 850-651-7150  
Fax: 850-651-7170  
Mobile: 850-461-0469  
Email: [ahenderson@co.okaloosa.fl.us](mailto:ahenderson@co.okaloosa.fl.us)

*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.*

**From:** Charlotte Ratikan [<mailto:theratikans@gmail.com>]

**Sent:** Monday, August 21, 2017 12:01

**To:** Alvin Henderson <[ahenderson@co.okaloosa.fl.us](mailto:ahenderson@co.okaloosa.fl.us)>

From: Matt Taylor MTaylor@destinfire.com  
Subject: Re: 2018 Halloween run map.pdf  
Date: Sep 14, 2018 at 3:22:45 PM  
To: Charlotte Ratikan theratikans@gmail.com

Destin Fire Control District does not have any objections to the Run. This email will serve as approval for the run. Runners will yield the right away to emergency vehicles.

Matt Taylor  
Destin Fire Marshal  
850-837-8413

Sent from my iPhone

On Sep 7, 2018, at 2:00 PM, Charlotte Ratikan  
<[theratikans@gmail.com](mailto:theratikans@gmail.com)> wrote:

To Destin Fire Department

McGuire's Irish pub is organizing a 5 and 10 K run on  
October 27,2018.

The event will start at 9am.

The city of Destin requires the authorization from the Fire  
Department .

Please find a map of the course attached.

Thank you

Charlotte Ratikan

Disclaimer: Florida has a very broad public records law. As a  
result, any written communication created or received by the

Green = 5K Route  
Blue = 10K Route



**600 East Gregory Street  
Pensacola, FL 32502**



**McGUIRE'S**  
**Destin**  
**22<sup>ND</sup> ANNUAL**  
**HALLOWEEN RUN**

**Saturday, October 27, 2018, 9 a.m.**  
**DESTIN, FLORIDA**

Short Sleeve Breathable Tee to All Pre-Registered Participants While They Last -  
Rich McDuff and the Biggest & Best Post Race Party in Town!

CITY OF DESTIN



# AGENDA ITEM

**COUNCIL MEETING DATE:** October 15, 2018

**TYPE OF AGENDA ITEM:** Consent Agenda

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**TO:** City Council

**THRU:** Lance Johnson, Interim City Manager

**FROM:** Bragg Farmer, Finance Director

**DATE:** October 2, 2018

**SUBJECT:** Resolution 18-41 FY2018 Audit Contract

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**I. BACKGROUND:** Annual audits of the City's financial operation are required in order to maintain legal reporting compliance for various State and Federal agencies and to comply with certain bond covenants contained within the City's debt instruments.

**II. DISCUSSION:** In Fiscal Year 2016, EFPR Group, LLP was awarded the contract to perform the annual financial audit for the City. The contract allows the City to extend the audit arrangement for four, one year extensions. This recommendation will execute the second extension of the audit agreement.

**A. Link to Strategic Goals / Objectives:** III.A.2. Develop sustainable Operating and Capital budgets ensuring the City is managed in a fiscally sound manner and complies with legislative mandates.

**B. Effect on Budget (EOB):** The proposed contract is for no more than \$26,000, which is the amount that is budgeted for the City's audit services.  
0151320 - 532000

**C. Level of Service (LOS):** Demonstrate legal compliance and ensures sound financial condition of the City.

**III. CONCLUSION:** The attached contract represents the agreement for the Fiscal Year 2018 financial audit.

**IV. RECOMMENDED MOTION:** I move that the City Council approve the audit contract for fiscal year 2018 with EFPR Group, LLP for no more than \$26,000 and direct the Mayor to execute the agreement and Resolution 18-41.

Attachments:

1. Resolution 18-41 - FY2018 Audit  
Contract
2. Audit contract

**RESOLUTION 18-41**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DESTIN, FLORIDA; ACCEPTING AND ADOPTING THE FISCAL YEAR 2018 FISCAL AUDIT AGREEMENT BETWEEN THE CITY OF DESTIN AND EFPR GROUP, CPAS PLLC; AND AUTHORIZING THE MAYOR AND THE CITY MANAGER TO EXECUTE THE AGREEMENT FOR AND ON BEHALF OF THE CITY OF DESTIN; AND PROVIDING FOR AN EFFECTIVE DATE.**

***WHEREAS***, EFPR Group CPA's PLLC has, heretofore, provided audit services for the City of Destin; and

***WHEREAS***, the City desires to continue to secure audit services with EFPR Group CPA's PLLC; and

***WHEREAS***, EFPR Group CPA's PLLC has agreed to render the City of Destin audit services for which the City desires to contract.

**NOW, THEREFORE BE IT RESOLVED** that the City of Destin, by and through its Council, formally accepts and adopts the Audit Agreement between the City of Destin and EFPR Group CPA's PLLC for audit services effective October 1, 2017 through September 30, 2018.

**BE IT FURTHER RESOLVED** that the Mayor of the City of Destin is formally authorized to execute and agreement for and on behalf of the City of Destin, which Agreement is attached and made a part hereof.

**ADOPTED THIS 15<sup>th</sup> DAY OF NOVEMBER 2018**

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**Gary Jarvis, Mayor**

**ATTEST:**

---

**Rey Bailey, City Clerk**



1061 E. Indiantown Road, Suite 104  
Jupiter, FL 33477

P 561.746.0999  
TF 800.546.7556  
F 561.575.9165  
W EFPRgroup.com

July 18, 2018

Mr. Bragg Farmer  
Finance Director  
The City Council  
City of Destin  
4200 Indian Bayou Trail  
Destin, Florida 32541

Dear Mr. Farmer:

We are pleased to confirm our understanding of the services we are to provide City of Destin (the City) for the year ending September 30, 2018. We will audit the financial statements of the governmental activities, each major fund, and the aggregate remaining fund information, including the related notes to the financial statements, which collectively comprise the basic financial statements of the City as of and for the year ending September 30, 2018. Accounting standards generally accepted in the United States of America provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the City's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the City's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by U.S. generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

- 1) Management's Discussion and Analysis.
- 2) Schedule of Funding Progress of Other Postemployment Benefits

We have also been engaged to report on supplementary information other than RSI that accompanies the City's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America, and we will provide an opinion on it in relation to the financial statements as a whole, in a report combined with our auditor's report on the financial statements:

- 1) Combining and Individual Nonmajor Fund Financial Statements and Schedules that will be listed in the CAFR

The following other information accompanying the financial statements will not be subjected to the auditing procedures applied in our audit of the financial statements, and our auditor's report will not provide an opinion or any assurance on that other information.

- 1) The Introductory Section
- 2) Statistical Section

### **Audit Objectives**

The objective of our audit is the expression of opinions as to whether your financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles and to report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. The objective also includes reporting on the City's compliance with its investment policies and procedures, and on compliance with the requirements of Section 218.415, Florida Statutes, *Local Government Investment Policies*. Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America and the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, and will include tests of the accounting records of the City and other procedures we consider necessary to enable us to express such opinions. We will issue a written report upon completion of our audit of the City's financial statements. Our report will be addressed to the Honorable Mayor and Members of the City Council of City of Destin. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions or add emphasis-of-matter or other-matter paragraphs. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or issue reports, or may withdraw from this engagement.

We will also provide a report (that does not include an opinion) on internal control related to the financial statements and compliance with the provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a material effect on the financial statements as required by *Government Auditing Standards*. The report on internal control and on compliance and other matters will include a paragraph that states (1) that the purpose of the report is solely to describe the scope of testing of internal control and compliance, and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control on compliance, and (2) that the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The paragraph will also state that the report is not suitable for any other purpose. If during our audit we become aware that the City is subject to an audit requirement that is not encompassed in the terms of this engagement, we will communicate to management and those charged with governance that an audit in accordance with U.S. generally accepted auditing standards and the standards for financial audits contained in *Government Auditing Standards* may not satisfy the relevant legal, regulatory, or contractual requirements.

#### **Audit Procedures—General**

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of abuse is subjective, *Government Auditing Standards* do not expect auditors to provide reasonable assurance of detecting abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. However, we will inform the appropriate level of management of any material errors, fraudulent financial reporting, or misappropriation of assets that comes to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential, and of any material abuse that comes to our attention. Our responsibility as auditors is limited to the period covered by our audit and does not extend to later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from you about your responsibilities for the financial statements; compliance with laws, regulations, contracts, and grant agreements; and other responsibilities required by generally accepted auditing standards.

#### **Audit Procedures—Internal Control**

Our audit will include obtaining an understanding of the government and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards and *Government Auditing Standards*.

#### **Audit Procedures—Compliance**

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the City's compliance with the provisions of applicable laws, regulations, contracts, agreements, and grants, including the requirements of Section 218.415, Florida Statutes, *Local Government Investment Policies*. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

#### **Other Services**

We will also assist in preparing the financial statements and related notes of the City in conformity with U.S. generally accepted accounting principles based on information provided by you. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. We will perform the services in accordance with applicable professional standards. The other services are limited to the financial statement services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

### **Management Responsibilities**

Management is responsible for designing, implementing, establishing, and maintaining effective internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, including evaluating and monitoring ongoing activities to help ensure that appropriate goals and objectives are met; following laws and regulations; and ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles, for the preparation and fair presentation of the financial statements and all accompanying information in conformity with U.S. generally accepted accounting principles, and for compliance with applicable laws and regulations and the provisions of contracts and grant agreements.

Management is also responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, (2) additional information that we may request for the purpose of the audit, and (3) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence.

Your responsibilities include adjusting the financial statements to correct material misstatements and for confirming to us in the written representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants and for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts or grant agreements, or abuse that we report.

You are responsible for the preparation of the supplementary information, which we have been engaged to report on, in conformity with U.S. generally accepted accounting principles. You agree to include our report on the supplementary information in any document that contains and indicates that we have reported on the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon. Your responsibilities include acknowledging to us in the written representation letter that

(1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits or other studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or other studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

You agree to assume all management responsibilities relating to the financial statements and related notes and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements and related notes and that you have reviewed and approved the financial statements and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

#### **Engagement Administration, Fees, and Other**

We may from time to time and depending on the circumstances, use third-party service providers in serving your account. We may share confidential information about you with these service providers, but remain committed to maintaining the confidentiality and security of your information. Accordingly, we maintain internal policies, procedures, and safeguards to protect the confidentiality of your personal information. In addition, we will secure confidentiality agreements with all service providers to maintain the confidentiality of your information and we will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others. In the event that we are unable to secure an appropriate confidentiality agreement, you will be asked to provide your consent prior to the sharing of your confidential information with the third-party service provider. Furthermore, we will remain responsible for the work provided by any such third-party service providers.

We understand that your employees will prepare all cash, accounts receivable, or other confirmations we request and will locate any documents selected by us for testing.

We will provide copies of our reports to the City; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

Mr. Bragg Farmer  
July 18, 2018  
Page 7

The audit documentation for this engagement is the property of EFPR Group, CPAs, PLLC and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to the State of Florida or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of EFPR Group, CPAs, PLLC personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of seven years after the report release date or for any additional period requested by the State of Florida. If we are aware that a federal awarding agency or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

Joseph M. Klimek is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them. We expect to begin our audit on approximately November 15, 2018 and to issue our reports no later than February 28, 2019.

Our fees for these services will be as follows:

|                                                |                  |
|------------------------------------------------|------------------|
| Financial statements and CAFR                  | \$ 22,000        |
| State and Federal Assistance Audits, if needed | <u>4,000</u>     |
|                                                | \$ <u>26,000</u> |

You agree that any dispute (other than our efforts to collect an outstanding invoice) that may arise regarding the meaning, performance or enforcement of this engagement or any prior engagement that we have performed for you, will, prior to resorting to litigation, be submitted to mediation, and that the parties will engage in the mediation process in good faith once a written request to mediate has been given by any party to the engagement. Any mediation initiated as a result of this engagement shall be administered within the County of Erie and State of New York by NAM (National Arbitration and Mediation Inc.), according to its mediation rules, and any ensuing litigation shall be conducted within said county, according to New York State law. The results of any such mediation shall be binding only upon agreement of each party to be bound. The costs of any mediation proceeding shall be shared equally by the participating parties.

*Government Auditing Standards* require that we provide you with a copy of our most recent external peer review report and any letter of comment, and any subsequent peer review reports and letters of comment received during the period of the contract. Our peer review report accompanies this letter.

Mr. Bragg Farmer  
July 18, 2018  
Page 8

We appreciate the opportunity to be of service to the City and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Very truly yours,

EFPR GROUP, CPAs, PLLC



Douglas E. Zimmerman, CPA  
Partner  
Chief Operating Officer

RESPONSE:

This letter correctly sets forth the understanding of City of Destin

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_



Greenburg Office  
 Charles A. Deluzio, CPA  
 Jeffrey P. Augovino, CPA, MSA  
 Joseph E. Petrillo, CPA  
 Stacey A. Sanders, CPA, CSEP  
 Lisa M. Altschall, CPA

Pittsburgh Office  
 Kay L. Stenemetz, CPA, J.D.  
 Daniel W. McElroy, CPA

### Report on the Firm's System of Quality Control

To the Partners of EFPR Group, LLP  
 and the National Peer Review Committee

We have reviewed the system of quality control for the accounting and auditing practice of EFPR Group, LLP (the firm) in effect for the year ended November 30, 2016. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants (Standards).

A summary of the nature, objectives, scope, limitations of, and the procedures performed in a System Review as described in the Standards may be found at [www.aicpa.org/prsummary](http://www.aicpa.org/prsummary). The summary also includes an explanation of how engagements identified as not performed or reported in conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.

#### **Firm's Responsibility**

The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. The firm is also responsible for evaluating actions to promptly remediate engagements deemed as not performed or reported in conformity with professional standards, when appropriate, and for remediating weaknesses in its system of quality control, if any.

#### **Peer Reviewer's Responsibility**

Our responsibility is to express an opinion on the design of the system of quality control and the firm's compliance therewith based on our review.

#### **Required Selections and Considerations**

Engagements selected for review included engagements performed under *Government Auditing Standards*, including compliance audits under Single Audit Act, audits of employee benefit plans and an examination of service organizations (Service Organization Control SOC 1) engagement.

As a part of our peer review, we considered reviews by regulatory entities as communicated by the firm, if applicable, in determining the nature and extent of our procedures.

#### **Opinion**

In our opinion, the system of quality control for the accounting and auditing practice of EFPR Group, LLP in effect for the year ended November 30, 2016, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of pass, pass with deficiency(ies) or fail. EFPR Group, LLP has received a peer review rating of pass.

*Deluzio & Company LLP*

Deluzio & Company LLP  
 May 30, 2017



**CPAAI**  
 CPA ASSOCIATES INTERNATIONAL

351 Harvey Avenue, Suite A, Greenburg, PA 15601 t 724.838.8300 f 724.838.8300  
 2403 Sidney Street, Suite 275, Pittsburgh, PA 15203 t 412.481.3300 f 412.481.3300  
[www.DeluzioCPA.com](http://www.DeluzioCPA.com)

CITY OF DESTIN



# AGENDA ITEM

**COUNCIL MEETING DATE:** October 15, 2018

**TYPE OF AGENDA ITEM:** Resolution

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**TO:** City Council

**THRU:** Lance Johnson, Interim City Manager

**FROM:** Wen Livingston, Library Director

**DATE:** October 4, 2018

**SUBJECT:** Resolution 18-40 Okaloosa County Public Library Cooperative Interlocal Agreement

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## **I. BACKGROUND:**

1. The current Okaloosa County Public Library Cooperative (OCPLC) Interlocal Agreement will expire on December 31, 2018. It is now time to execute a new agreement which stipulates the amount of funding Okaloosa County will pay in FY2019 to extend municipal library services to all residents of Okaloosa County.

## **II. DISCUSSION:**

1. The OCPLC governing board has approved the attached Interlocal agreement to bring before each Member City's council for approval.

The Okaloosa County Board of Commissioners has approved \$704,691 for library services in FY2019. \$499,472 is being disbursed to the 6 member libraries and \$205,219 is budgeted for shared services and administrative support functions of the cooperative office. Each Member City will have funds disbursed according to the funding formula guidelines stipulated in the Interlocal Agreement. New from previous years: Section 27 added at the end per County attorney; it is standard language regarding public records for all county contracts.

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

1. Receiving county funding for the library supports the City's goal of providing its residents and visitors with an **enhanced quality of life** through the availability of reading and audio-visual materials as well as the convenience of

public access computers, classes, and programs that support lifelong learning.

**B. Effect on Budget (EOB):**

1. The City of Destin will receive approximately \$61,960.00 revenue from Okaloosa County.

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

1. The County's contribution to the Destin Library greatly enhances all levels of service that the library provides to the community. New materials can be purchased to update the collections and patrons have access to items from the 5 other libraries within the OCPLC.

**III. CONCLUSION:**

1. This action will allow us to continue providing excellent library services to our City and County residents.

**IV. RECOMMENDED MOTION:**

1. I move that the City Council authorize Mayor Gary Jarvis to sign the new Okaloosa County Public Library Cooperative Interlocal Agreement.

Attachments:

1. RESOLUTION 18-40
2. 2019 Library Cooperative Interlocal Agreement (002)

**RESOLUTION 18-40**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DESTIN, FLORIDA; ACCEPTING AND ADOPTING THE 2019 INTERLOCAL AGREEMENT BETWEEN THE CITY OF DESTIN AND THE OKALOOSA COUNTY BOARD OF COUNTY COMMISSIONERS AND THE MUNICIPALITIES OF CRESTVIEW, FORTWALTON BEACH, MARY ESTHER, NICEVILLE, AND VALPARAISO TO PROVIDE FREE LIBRARY SERVICES TO ALL THE RESIDENTS OF OKALOOSA COUNTY; AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT FOR AND ON BEHALF OF THE CITY OF DESTIN; AND PROVIDING FOR AN EFFECTIVE DATE.**

***WHEREAS,*** in 1999 the City of Destin joined the Okaloosa County Library Cooperative and embarked on a collection –sharing venture; and

***WHEREAS,*** Okaloosa County agreed to pay money to all municipal members for opening their libraries free of charge to unincorporated Okaloosa County residents; and

***WHEREAS,*** the amount of funding can vary from year to year and therefore the Interlocal agreement must be adopted annually;

**NOW, THEREFORE BE IT RESOLVED** that the City of Destin, by and through its Council, formally accepts and adopts the 2019 Okaloosa County Okaloosa County Public Library Cooperative Interlocal Agreement.

**BE IT FURTHER RESOLVED** that the Mayor of the City of Destin is formally authorized to execute the agreement for and on behalf of the City of Destin, which Agreement is attached and made a part hereof.

**ADOPTED THIS 15<sup>TH</sup> DAY OF OCTOBER, 2018**

**By:**

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**Gary Jarvis, Mayor**

**ATTEST:**

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**Rey Bailey, City Clerk**

## **Okaloosa County Public Library Cooperative Interlocal Agreement**

This Agreement is entered into among Okaloosa County, hereinafter referred to as the "County," and the municipalities of Crestview, Destin, Fort Walton Beach, Mary Esther, Niceville, and Valparaiso, hereinafter referred to as "Participating Municipalities," each a municipal corporation located in Okaloosa County, Florida.

**WHEREAS**, Chapter 163, Florida Statutes, Intergovernmental Programs, Part I, Miscellaneous Programs, Section 163.01, The Florida Interlocal Cooperation Act of 1969, provides that public agencies of the State of Florida may exercise jointly with any other public agency of the State of Florida any power, privilege, or authority which such agencies share in common, and which each might exercise separately; and that a joint exercise of power by such agencies may be made by contract in the form of an interlocal agreement; and,

**WHEREAS**, Chapter 125, Florida Statutes, subsection 125.01(f), authorizes the County to provide libraries and cultural facilities and programs; and,

**WHEREAS**, Chapter 166, Florida Statutes, subsection 166.021(1), authorizes municipalities to render municipal services, and exercise any power for municipal services, and exercise any power for municipal purposes, except when expressly prohibited by law; and,

**WHEREAS**, the County and the Participating Municipalities desire to cooperate in a countywide agreement to provide public library services without charge in Okaloosa County; and,

**WHEREAS**, the County is an eligible political subdivision under Chapter 257.17, Florida Statutes, that can participate in the State Aid to Libraries Program and is designated as the single administrative unit that can designate a governing body for countywide library service.

**THEREFORE**, the parties agree as follows:

1. **PURPOSE:** The County and Participating Municipalities agree to cooperate, pursuant to the terms of this Interlocal Agreement, in the operation of a countywide public library cooperative in Okaloosa County. In particular, it is the express purpose of the Agreement to provide for the coordination of library service throughout the legal service area of the COOPERATIVE; to provide for equal access to free (without charge) public library service in the Cooperative service area; and to formulate and implement consistent plans, programs, policies and procedures in the operation, maintenance and development of library service throughout the legal service areas of the participating entities.
2. **DEFINITIONS:**
  - a) "Cooperative" shall mean the Okaloosa County Public Library Cooperative.
  - b) "Cooperative Coordinator" shall mean the employee of the Okaloosa County Public

Library Governing Board who administers Cooperative headquarters and coordinates Cooperative activities and who meets the requirements and carries out the duties of the single administrative head as defined in 1B-2.011(3)(d), Florida Administrative Code.

- c) "County" shall mean Okaloosa County, a political subdivision of the State of Florida.
  - d) "Crestview" shall mean the City of Crestview, a municipal corporation located in Okaloosa County, FL, that operates the Robert L. F. Sikes Public Library.
  - e) "Destin" shall mean the City of Destin, a municipal corporation located in Okaloosa County, FL, that operates the Destin Library.
  - f) "Directors Council" shall mean a council whose membership will include the library director of each participating library and other appointments as outlined in the Library Cooperative Bylaws.
  - g) "Fiscal Year" shall mean budget year October 1-September 30.
  - h) "Fixed Assets" is defined by the county as all property with value of \$1,000 or more purchased under the equipment control account, as amended from time to time. Fixed Assets shall be in accordance with Board directives, Florida Statutes, and the Rules of the Auditor General.
  - i) "Fort Walton Beach" shall mean the City of Fort Walton Beach, a municipal corporation located in Okaloosa County, FL, that operates the Fort Walton Beach City Library.
  - j) "Governing Board" shall mean the governing body of the Okaloosa County Public Library Cooperative as empowered pursuant to the Agreement.
  - k) "Mary Esther" shall mean the City of Mary Esther, a municipal corporation located in Okaloosa County, FL, that operates the Mary Esther Public Library.
  - l) "Niceville" shall mean the City of Niceville, a municipal corporation located in Okaloosa County, FL, that operates the Niceville Public Library.
  - m) "Participating Governing Body" shall mean the governing body of Okaloosa County, the governing bodies responsible for the decision and policy making activities of Participating Libraries and the governing bodies of Participating Municipalities without Libraries.
  - n) "Participating Library" shall mean any of the libraries or library services located within Okaloosa County that have entered into this Agreement.
  - o) "Service Area" shall mean all eligible residents of Okaloosa County
  - p) "Valparaiso" shall mean the City of Valparaiso, a municipal corporation located in Okaloosa County, FL, that operates the Valparaiso Community Library.
3. This Agreement shall constitute the entire agreement of parties hereto and of the Okaloosa County Public Library Cooperative. There are no promises, representations, or warranties other than those set forth herein. This Agreement shall be binding upon the parties and successors in interest, in accordance with its terms. Modifications or amendments of the Agreement shall be binding and valid when submitted in writing and approved by each Participating Governing Body and by the Governing Board, and executed on behalf of each Participating Governing Body and the Governing Board.
4. TERMS: The term of this Agreement shall commence and be effective on the date the last party signs the agreement or by January 1, 2019 whichever comes first, and shall end or be renewed December 31, 2019 unless terminated in accordance with the provisions of the

Agreement or unless extended by supplemental Agreement subject to renewal and revision. Recognizing the Agreement crosses two fiscal years (FY2019 and FY2020) but monetary allocation is distributed in FY2019, the allocation for FY2020 will be based upon future appropriation by Okaloosa County Board of County Commissioners.

5. WITHDRAWAL AND TERMINATION: Any Participating Governing Body may withdraw from the Cooperative established by the Agreement, and thereby terminate its rights and responsibilities under the Agreement. Section 7 defines Dispensation of Property and Equipment. The termination and withdrawal shall be effective on the next succeeding December 31, and shall be accomplished by the giving of written notice of the withdrawal and termination to the Governing Board and to each Participating Governing Body on or before August 1 prior to the December 31 effective date of termination.

6. ADDITION OF NEW MEMBERS:

a) Libraries: Any library within Okaloosa County may become a party to the Agreement and a member of the Okaloosa County Public Library Cooperative that meets the following minimum standards.

(1) Be administered by a governing board responsible for the decision and policy making activities of the Participating Library.

(2) Be an established library with the physical facilities to securely house a library collection.

(3) Have an annual budget of at least \$40,000 as verified by the latest independent audit report and a continuous source of funding.

(4) Submit a letter of intent for formal membership to the Okaloosa County Public Library Cooperative Governing Board prior to May 1 of the current fiscal year and obtain approval by each Participating Governing Body and execution and delivery of a counterpart original of the Agreement (as then in force), prior to August 1 of the current fiscal year.

b) Upon satisfaction of these conditions, the proposed new Participating Library shall become a party to the Agreement and a member of the Okaloosa County Public Library Cooperative effective the next succeeding January 1, subject to all the provisions and obligations, and entitled to all the privileges and rights, accruing to all of the Participating Libraries under the Agreement.

7. DISPENSATION OF PROPERTY AND EQUIPMENT: Upon withdrawal or termination of the Agreement by any Participating Library (whether early termination or otherwise), all real property and equipment classified as fixed assets, defined in this agreement, purchased with federal funds by the Cooperative belongs to the Okaloosa County Public Library Cooperative and reverts to the Florida Department of State, Division of Library and Information Services (State Library) if the Cooperative ceases to exist. That library will be given a copy of its Marc Records in its current format at the time of termination. If the terminating library requests its records to be expunged from the Cooperative database, it will be done at the terminating library's expense. Materials and equipment purchased with local or grant funds other than federal Library Services and Technology Act grant funds, whether funds of a municipality or

the County, shall remain the property of the Participating Library for which they were purchased, except in the case of any subsequent agreement or amendment to this Agreement.

8. **GOVERNING BOARD:** The name of the Governing Board shall be Okaloosa County Public Library Cooperative Board hereinafter called the Governing Board. Each Participating Governing Body that operates a Participating Library shall appoint one member to the Governing Board; the County shall appoint one member to represent the unincorporated area of the county. Appointed representatives must be publicly elected officials with voting privileges in their respective municipal governances. Each Participating Governing Body shall designate at least one alternate representative to act on its behalf during any absence. The office of Chair shall be assigned to the member representing the County. The Cooperative Coordinator shall be the staff liaison to the board. Board members will not be paid a salary or wages, but may be reimbursed for travel and per diem expenses in accordance with section 112.061, Florida Statutes. The Governing Board serves as the governing body for the Library Cooperative and has the following powers, duties and responsibilities:

- a) Managing the affairs of the Cooperative.
- b) Bylaws will be established by the Governing Board.
- c) There will be six or more open public meetings a year of the Governing Board.
- d) Adopt a long-range plan and annual plans of service which are developed by the Cooperative Coordinator and the Library Directors' Council to describe goals, objectives and activities of the Participating Libraries and the Participating Governing Bodies.
- e) Receive and disburse funds from the County, from state and federal grant sources, and from private donations, foundations, or other sources.
- f) Contract with the County to provide essential support services for the Library Cooperative.
- g) Contract for services consistent with the Cooperative's Long-Range Plan and Annual Plans of Service.
- h) Adopt and maintain a position description for and hire a Cooperative Coordinator through the established policies and procedures of the County.

9. **STAFFING:** The Cooperative Coordinator shall be hired by the County and shall have the following minimal qualifications: a Master's degree in Library Science from an American Library Association accredited university or college followed by two years of successful, full-time paid library experience in a public library open at least 40 hours a week. Cooperative staff members are employees of Okaloosa County, and their compensation and benefits will be in accordance with County policy. The staff position of Library Administrative Specialist provides marketing, technology and training support to member libraries, maintains the OCPLC office, and assists the Coordinator in activities as directed. The Cooperative Coordinator, under the supervision of the Board, shall interview, select, supervise and recommend discharge of staff for the office of the Cooperative in accordance within established County policies. All paid staff of the Participating Libraries shall remain employees of the Participating Governing Bodies that operate each library and the Participating

Governing Bodies shall retain all rights, responsibilities and powers associated with employment of staff.

10. **POWERS, DUTIES AND RESPONSIBILITIES OF THE COOPERATIVE COORDINATOR:** The Coordinator shall be accountable to the Board for overall administration of the Cooperative and implementation of policies, procedures and programs, as determined by the Board. The following activities, as a minimum, shall be carried out by the Coordinator for all Participating Libraries under the plans, policies, and budgets adopted by the Cooperative Governing Board, and they may not be delegated through Interlocal agreements or any other service agreements: coordinate development of a single long-range plan for the Cooperative; coordinate development of a single annual plan of service; compile an annual combined expenditure report for application for State Aid by OCPLC, combining all Participating Libraries' expenditures, and the Cooperative's expenditures including any state or federal grants; implement the Cooperative long-range plan, annual plan of service, and annual budget; and prepare reports on behalf of the Cooperative and Participating Libraries as required by the Florida Department of State, Division of Library and Information Services.
11. **LIBRARY DIRECTORS' COUNCIL:** The Council will advise the Cooperative Governing Board on services, plans and policies for the Cooperative. The Council membership will include the library director of each participating library, the Cooperative Coordinator, and other appointments as deemed necessary by the Governing Board. The Council will hold at a minimum, one meeting per month, except in December.
12. **STRATEGIC AND ANNUAL PLAN:** The Cooperative Coordinator shall coordinate development and implementation of a strategic plan for the operation, maintenance and development of library services to the residents of the Cooperative Service Area. The strategic plan shall be developed in coordination with the Cooperative's Governing Board, the participating governing bodies, residents of the Service Area, and the Library Directors' Council. The plan shall be adopted by the Cooperative Governing Board and be maintained through a yearly update by the Cooperative Coordinator in coordination with the aforementioned parties. All authority with respect to funding of the strategic plan and of any other library program or expenditure from Participating Library Governing Body funds shall lie solely with that Participating Library Governing Body.
13. **ANNUAL BUDGET:** The budget shall be developed along a fiscal year beginning October 1 and ending September 30 each year. The Cooperative budget shall be developed by the Cooperative Coordinator and shall take into account funds received from the County, state and federal governmental sources, except state construction grants, and all other revenue sources received to provide library service. The budget shall be adopted by the Cooperative Governing Board.
14. **ACCEPTANCE OF GIFTS, GRANTS, FUNDS, OR BEQUESTS:** The Governing Board, on behalf of the Cooperative, shall have the authority to apply for or receive gifts, grants, funds or bequests. The Board, through a Memorandum of Understanding (Appendix A), has

designated the County as the fiscal agent to apply for or receive its funds from all sources. The Governing Board shall follow the standard operating procedure for grant applications as defined by the County. Municipalities shall retain the authority to apply for state construction grants and to receive gifts, funds or bequests intended for use solely at an individual Participating Library. All monies, property or funds granted to the Cooperative shall be the property of the Cooperative, subject to termination provisions as set forth in this Agreement. Any monies, property, or funds granted to municipalities for the benefit of a Participating Library shall remain the property of the Participating Library.

15. FISCAL RESPONSIBILITY: All funds administered by the Cooperative Coordinator shall be audited with the County's independent audit annually, which audit shall be prepared and presented to the Governing Board.

Upon request, the Cooperative Coordinator shall furnish to each Participating Governing Body, within thirty (30) days following the previous period a written quarterly report regarding the use and expenditure of funds under the control of the Cooperative. Reports shall include quarterly revenues by source and expenditures by object code, year-to-date expenditures by object code, and the balance for the fiscal year; form to be determined by the Cooperative. Upon request, the governing body of each Participating Library shall furnish to the Cooperative Coordinator, within thirty (30) days following the previous period, a written quarterly report regarding the use and expenditure of funds, as they relate to library functions, under the control of the Participating Governing Body. Reports shall include quarterly revenues by source and expenditures by object code, year-to-date expenditures by object code, and the balance for the fiscal year; form to be determined by the Cooperative.

16. APPROPRIATION OF PARTICIPATING MUNICIPALITY FUNDS: There is reserved to the Participating Municipalities the sole and exclusive discretion to determine the amount of annual appropriations from their own revenues and sources for the provision of library services. However, minimum support at the level of funding appropriated prior to entering the Cooperative is recommended for Participating Municipalities. Subject to that reservation, Participating Municipalities agree to expend funds using the Okaloosa County Public Library Cooperative Strategic Plan as a guide for library service development.

17. APPROPRIATION AND ALLOCATION OF OKALOOSA COUNTY FUNDS: The County shall provide \$704,691 for the period beginning October 1, 2018 and ending September 30, 2019. The amount to be provided by the County will be determined by the approved county budget with the basic agreement being revised by amendment accordingly. The Cooperative's Governing Board shall disburse funds received by the County's allocation as follows:

a) \$205,219 of the monies allocated by the County shall be used for administrative operations and cooperative-level purchasing for members.

b) \$499,472 of the monies allocated by the County shall be distributed to Participating Municipalities with Libraries according to the following guidelines and formula:

- Construction funds are expressly prohibited.
- Spending calculations and productivity statistics shall be based on those from two years

prior to the allocation period.

- Spending shall mean total audited expenditures of a library.
- Percentages shall be derived from totaling statistics of the member municipal libraries.
  - (1) Thirty percent (30%) divided equally among participating municipalities with libraries
  - (2) Fifty percent (50%) based on productivity, which consists of circulation, internet usage, and transits lost.
  - (3) Ten percent (10%) based on funds expended through the library budget on personnel/staffing, which includes salary and benefits.
  - (4) Ten percent (10%) will be based on funds expended through the library budget on collection, which includes books, AV materials, databases, and periodicals.

Distribution shall be based on submittal of annual operating costs with descriptive codes in accordance with the state chart of accounts. Funds received by the Cooperative shall be disbursed within a reasonable time (not to exceed 90 days) after receipt. The disbursement formula shall be reviewed by the Governing Board for modifications deemed appropriate following review of data collected indicating the number of users for each library and/or use of each library's collection. Any change to the allocation formula will require a modification or amendment to this Agreement and execution by each Participating Governing Body.

In the event of a member library's unplanned closure and/ or significantly reduced services for at least one week of operation, the member's productivity statistics may be adjusted as follows:

- For a period of one week up to three weeks, calculate a weekly average based upon numbers from the previous or succeeding week in the same month.
- For a period exceeding three weeks, substitute the numbers from the previous year for the corresponding month(s).

A member library's request to adjust productivity statistics must be approved by the Governing Board.

In addition to the financial contribution of the County, it shall provide, as additional in-kind support of the Cooperative, the following:

- Fiber optic connectivity, network hosting and administration, firewall and security management, server management, ILS and library Web services management, Help Desk services, support of standardized equipment and software configurations, email addresses and network access for library staff.
- IT will maintain two networks for library operations, one for library staff use and one for public access at libraries that elect to use the county fiber optic network. Network and computer maintenance and administration as well as end-user assistance will be provided on the library staff network. Computers on the public access network provided by the county will be maintained by IT; assistance to end users on the public access network will not be provided.

- Other technical requirements of the Cooperative, to include licensing fees, software fees, purchase of hardware, equipment and peripherals, remain the responsibility of the Cooperative and/or member libraries. Only equipment purchases or leases that are coordinated through IT will be eligible for support.
18. LIBRARY USE: Non-resident user fees will be waived for active duty military members and their dependents who are residents of Walton or Santa Rosa counties.
  19. TRAINING: Participating Libraries shall close their facilities on one weekday per year for Cooperative-wide staff training activities. The date for the training day will be determined each year by a consensus of the Library Directors' Council.
  20. ADDITIONAL RESPONSIBILITIES OF PARTICIPATING GOVERNING BODIES: Participating Governing Bodies shall abide by all state and federal laws, and specifically those relating to the provision of library services; Participating Governing Bodies shall retain local autonomy and control of the operations and functions of its participating library, except where Participating Governing Bodies have ceded authority to the Cooperative Governing Board through this agreement.
  21. SOVEREIGN IMMUNITY: The parties further agree that nothing contained herein is intended to nor shall be construed a waiver of County's, Crestview's, Destin's, Fort Walton Beach's, Mary Esther's, Niceville's, or Valparaiso's rights and immunities under Florida Constitution, common law or Florida Statutes 768.28 as amended from time to time.
  22. INSURANCE: The Cooperative and Participating Governing Bodies shall provide, pay for, and maintain in force at all times during this Agreement insurance to cover its respective buildings, contents and vehicles, workers' compensation, liability and any other insurance required by law.
  23. MODIFICATION OF AGREEMENT: Modifications, amendments, or alteration of the terms or conditions contained herein shall be effective when submitted in a written document executed by the parties hereto, with the same formality, and of equal dignity herewith.
  24. NOTICE: All notices, demands, or other writings required to be given or made or sent in this Agreement, or which may be given or made or sent, by any party to the other, shall be deemed to have fully given or made or sent when in writing and addressed to:

CITY OF CRESTVIEW  
MAYOR  
City of Crestview  
P. O. Box 1209  
Crestview, FL. 32536

CITY OF DESTIN  
CITY MANAGER  
City of Destin  
4200 Indian Bayou Trail  
Destin, FL. 32541

CITY OF FORT WALTON BEACH  
CITY MANAGER  
City of Fort Walton Beach  
107 Miracle Strip Parkway  
Fort Walton Beach, FL. 32549

CITY OF MARY ESTHER  
CITY MANAGER  
City of Mary Esther  
195 Christobal Road  
Mary Esther, FL. 32569

CITY OF NICEVILLE  
CITY MANAGER  
City of Niceville  
212 Partin Drive  
Niceville, FL. 32578

OKALOOSA COUNTY  
COUNTY ADMINISTRATOR  
1250 N. Eglin Parkway  
Suite 100  
Shalimar, FL. 32579

CITY OF VALPARAISO  
CITY CLERK  
City of Valparaiso  
465 Valparaiso Parkway  
Valparaiso, FL. 32580

25. ENTIRE AGREEMENT: This Agreement embodies the entire agreement between the parties. It may not be modified or terminated except as provided herein. If any provision herein is invalid, it shall be considered deleted therefore, and shall not invalidate the remaining provision.

26. GOVERNING LAW: The parties intend that this Agreement and the relationship of the parties shall be governed by the laws of the State of Florida. Venue for any action arising out of this Agreement between the parties shall be exclusively in Okaloosa County, Florida and nowhere else.

27. PUBLIC RECORDS: If any of the parties have questions regarding the application of Chapter 119, Florida Statutes, to the contractor's duty to provide public records relating to this agreement, contact the custodian of public records at Okaloosa County Risk Manager, 5479B Old Bethel Road, FL 32536; Phone: (850) 689-5977.

**IN WITNESS WHEREOF**, the parties hereto have made and executed this Agreement on the respective dates under each signature.

**CITY OF CRESTVIEW**

ATTEST: \_\_\_\_\_

\_\_\_\_\_  
Title \_\_\_\_\_

(Title): \_\_\_\_\_

This \_\_\_\_ day of \_\_\_\_\_, 2018

**CITY OF DESTIN**

ATTEST: \_\_\_\_\_

Title \_\_\_\_\_

(Title): \_\_\_\_\_ This \_\_\_\_ day of \_\_\_\_\_, 2018

**CITY OF FORT WALTON BEACH**

ATTEST: \_\_\_\_\_

\_\_\_\_\_  
Title \_\_\_\_\_

(Title): \_\_\_\_\_

This \_\_\_\_ day of \_\_\_\_\_, 2018

**CITY OF MARY ESTHER**

ATTEST: \_\_\_\_\_

\_\_\_\_\_  
Title \_\_\_\_\_

(Title): \_\_\_\_\_

This \_\_\_\_ day of \_\_\_\_\_, 2018

**CITY OF NICEVILLE**

ATTEST: \_\_\_\_\_

\_\_\_\_\_  
Title \_\_\_\_\_

(Title): \_\_\_\_\_

This \_\_\_\_ day of \_\_\_\_\_, 2018

**CITY OF VALPARAISO**

ATTEST: \_\_\_\_\_

\_\_\_\_\_  
Title \_\_\_\_\_

(Title): \_\_\_\_\_

This \_\_\_\_ day of \_\_\_\_\_, 2018

**COOPERATIVE GOVERNING BOARD**

ATTEST: \_\_\_\_\_

(Title): Vicky Stever, Coordinator, OCPLC

\_\_\_\_\_  
Nathan D. Boyles, Chairman  
Okaloosa County Public Library Cooperative  
This \_\_\_\_ day of \_\_\_\_\_, 2018

**OKALOOSA COUNTY**

ATTEST: \_\_\_\_\_

J. D. Peacock, II

(Title): Clerk of Circuit Court

\_\_\_\_\_  
Graham W. Fountain  
Chairman, Board of County Commissioners  
This \_\_\_\_ day of \_\_\_\_\_, 2018

Approved as to Form

\_\_\_\_\_  
Gregory Stewart, County Attorney

## APPENDIX A

CONTRACT# C12-1959-LIB  
OKALOOSA LIBRARY COOPERATIVE  
FISCAL AGENT MOU  
EXPIRES: INDEFINITE

### Memorandum of Understanding (MOU)

between

The Okaloosa County Public Library Cooperative

and

The Board of County Commissioners of Okaloosa County, Florida

This is an agreement between The Okaloosa County Public Library Cooperative, hereinafter referred to as The Cooperative and the Board of County Commissioners of Okaloosa County, Florida, hereinafter referred to as The Board.

The purpose of this MOU is to identify The Board as the fiscal agent for The Cooperative and to grant them the authority to receive and disburse funds from Okaloosa County, from state and federal grant sources, from private donations and foundations and from any other sources.

The Governing Board shall follow the standard operating procedure for grant applications as defined by the County.

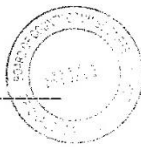
This MOU shall be effective upon the signatures of The Cooperatives and the Boards authorized officials. It shall be in force from date of signature unless suspended by agreement of both in subsequent MOU.



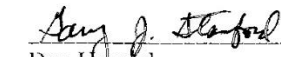
Bill Roberts, Chairman  
Okaloosa County Public Library Cooperative



Don R. Amunds, Chairman  
Board of County Commissioners



Attest:

  
Don Howard  
Clerk of Courts



CITY OF DESTIN



# AGENDA ITEM

**COUNCIL MEETING DATE:** October 15, 2018

**TYPE OF AGENDA ITEM:** Consent Agenda

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**TO:** City Council

**THRU:** Lance Johnson, Interim City Manager  
Bragg Farmer, Finance Director

**FROM:** Michael Burgess, CFM, Stormwater Manager

**DATE:** October 3, 2018

**SUBJECT:** 2018-2019 Agreement with the Choctawhatchee Basin Alliance; Resolution No. 18-42

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**I. BACKGROUND:** The City is in the twelfth year under the National Pollution Discharge Elimination System (NPDES) program. The City has coverage under a Florida Department of Environmental Protection (FDEP) Phase II Municipal Separate Storm Sewer System (MS4) Generic permit. This permit requires the City to conduct activities in the following six compliance areas (controls):

1. Public Education and Outreach
2. Public Involvement/Participation
3. Illicit Discharge and Elimination
4. Construction Site Stormwater Runoff Control
5. Post-construction Stormwater Management
6. Pollution Prevention/Good Housekeeping for Municipal Operations

The first two control areas include: distribution of recreational pamphlets for targeted locations, holding presentations targeted to a variety of groups, (such as volunteer water quality groups, restaurant owners, fishing charters, civic groups, elementary school class/labs), holding volunteer participation events, developing a monthly volunteer water quality-monitoring program at ambient stations, and conducting seminars to train City staff, businesses and citizens on the importance of stormwater runoff control measures during construction and post-construction. The Choctawhatchee Basin Alliance (CBA) has partnered with the City to provide several of the services which are required for compliance with the MS4 permit.

**II. DISCUSSION:** The Choctawhatchee Basin Alliance (CBA) is set up to provide these compliance items more readily than the City is currently able to and the Florida Department of Environmental Protection (FDEP) does allow for inter-agency cooperation for MS4 compliance. The Agreement (attached) with CBA will also insure compliance with several of the City's commitments under the NPDES Permit. The compensation to CBA for the services is \$25,000, paid semi-annually in \$12,500 installments. This is the seventh year the City has contracted these services through the CBA.

**A. Link to Strategic Goals / Objectives:** This Agreement with CBA is important in protecting the City's environment by ensuring the waters and aquatic habitat surrounding Destin, on which the local economy depends, remain clean and pristine. This Agreement will also enhance the quality of life for both residents and visitors by providing clean recreational waters.

**B. Effect on Budget (EOB):** Funds for this Agreement have been budgeted in the FY2019 budget and will be paid from account: 0154161-531000.

**C. Level of Service (LOS):** Level of Service will be increased through the sustained clean and pristine conditions of the waters in the Harbor and Gulf by the continual monitoring and controlling of run-off, as well as through our educational efforts.

**III. CONCLUSION:** The Agreement allows the City to better fulfill Federal and State NPDES requirements. It constitutes a mutually beneficial arrangement between the City and the CBA and it is recommended for approval.

**IV. RECOMMENDED MOTION:** I move that Council authorize the City Manager to sign the 2018-2019 Agreement between the Choctawhatchee Basin Alliance of Northwest Florida State College and the City of Destin and to authorize the annual Agreement fee of \$25,000.

Attachments:

1. 2018-2019 Agreement  
Choctawhatchee Basin Alliance
2. Resolution 18-42 CBA

# **2018-2019 AGREEMENT BETWEEN THE CHOCTAWHATCHEE BASIN ALLIANCE OF NORTHWEST FLORIDA STATE COLLEGE & THE CITY OF DESTIN**

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This **AGREEMENT** is made this \_\_\_\_\_ day of \_\_\_\_\_, 2018 between the City of Destin, a political subdivision of the State of Florida, ("City"), whose address is 4200 Indian Bayou, Destin FL 32541 and the Choctawhatchee Basin Alliance of Northwest Florida State College, a political subdivision of the State of Florida, ("Alliance"), whose address is 100 College Blvd, Niceville, FL 32578.

Whereas, it has been determined that it will be in the health, welfare, and best interests of the citizens of Destin to coordinate with the Alliance in providing compliance assistance for the program objectives outlined through the City's National Pollution Discharge Elimination System (NPDES) Program, and

Whereas the Alliance has agreed to provide and operate services for the City to assist in compliance with the National Pollutant Discharge Elimination System (NPDES) Permit for four years, contingent on funding availability, thereby providing the city programs and services at a cost-efficient price, and

Now, therefore, in consideration of the mutual covenants and agreements hereinafter contained, the parties hereto agree -as follows:

**I. SCOPE OF SERVICES.** The Alliance shall provide the City services set forth in the scope of services outlined in **Exhibit A** attached and incorporated by reference. If the parties wish to expand the scope of services, they shall do so only by written amendment approved by the City and the Alliance.

**II. COMPENSATION.** The City will compensate the Alliance for those services as described in the scope of services (exhibit a) that are performed during the period of the term of this agreement. The Alliance will receive a total of **TWENTY FIVE THOUSAND AND ZERO DOLLARS (\$25,000)**. Payments to the Alliance will be made in the following manner:

Payments shall be made twice upon receipt of invoice from the Alliance to the City. Following the execution of this Agreement by both parties, the city will make two payments to the alliance of **TWELVE THOUSAND AND FIVE HUNDRED AND DOLLARS (\$12,500)** to cover expenses for the programs and administrative supplies during the term of this agreement.

Payment schedule to the alliance is as follows:

March 30 (1<sup>ST</sup> Half)

Sept 30 (2<sup>nd</sup> Half)

**III. REPORTS.** The Alliance will provide, with each payment invoice referenced above, reports to the City detailing activities and services provided under the terms of this Agreement. The Alliance will also furnish financial reports and invoices outlining the expenditures referenced within this agreement.

**IV. TERM OF AGREEMENT.** The term of this agreement shall be for one year beginning October 1, 2018 and ending September 30, 2019, unless earlier terminated by either party.

**V. TERMINATION OF AGREEMENT.** This agreement may be terminated by either party, with or without cause, upon **SIXTY (60) days'** written notice. If this agreement is so terminated, the Alliance shall be paid for all work performed, and not yet invoiced, pursuant to the terms and conditions of this agreement, up to the date of termination.

**VI. NON-APPROPRIATION OF FUNDS.** This agreement is contingent upon annual budgetary appropriations by the City of Destin City Council.

**VII. GOVERNING LAW AND VENUE.** The parties intend that this agreement and the relationship of the parties shall be governed by the laws of the State of Florida. The venue for any action arising out this Agreement shall be exclusively in Okaloosa County, Florida and nowhere else.

**VIII. SOVEREIGN IMMUNITY.** Nothing contained herein is intended to Nor shall be construed to waive either party's rights and immunities under the Florida constitution, common law or Florida Statutes 768.28, as amended from time to time. In Witness Whereof, the parties hereto have executed the Agreement as of the day and year first written above.

**City of Destin:**

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_, City Manager

Date: \_\_\_\_\_

**Witness:**

By: \_\_\_\_\_  
Printed Name: Rey Bailey, City Clerk

**Choctawhatchee Basin Alliance of Northwest Florida State College**

By: \_\_\_\_\_  
Printed Name: Dr. Devin Stephenson, President of Northwest Florida State College

Date: \_\_\_\_\_

**Witness:**

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

## EXHIBIT A

### CBA SCOPE OF PROPOSED SERVICES For October 1, 2018 through September 30, 2019

The Choctawhatchee Basin Alliance (CBA) shall provide services to the City of Destin, a local government in the Choctawhatchee Watershed responsible for implementing the National Pollution Discharge Elimination System (NPDES) Phase II Program under the criteria established in the F.A.C. Chapter 62-621.300(7)(a) of the Florida Department of Environmental Protection (FDEP).

#### **CBA's Organizational Resources**

The NPDES Program will assist the Alliance in fulfilling its mission of “sustaining and providing optimum utilization of the Choctawhatchee Basin Watershed”. To effectively provide the services outlined in this Agreement, the Alliance shall build upon established programs and devote a majority of its organizational resources to assisting the City in achieving maximum compliance with its NPDES permit.

The NPDES Permit defines a program mandated to the Municipal Separate Storm Sewer System's (MS4) to be built in incremental stages over a five-year period.

The Alliance staffing shall consist of:

**Grant Coordinator** to ensure the quality of environmental studies and to facilitate grant opportunities that unite community resources,

**Director/Environmental Scientist** to manage staff and coordinate with MS4's in ensuring successful completion of “minimum control measures” outlined in this agreement,

**Coordinator** (2) to manage and expand the volunteer resources acquired by the Alliance and provide as much education as possible about the Choctawhatchee Basin and the coastal dune lakes, and

Equipment costs are included in overall budget and compensation provided under this Agreement. Included in the equipment cost are two vehicle (four-wheel drive), three boat/trailer, two gheenoos/trailer, hydrolabs, boat storage/fuel/maintenance, office supplies, technical supplies (including but not limited to costs incorporated with maintaining the hydrolab and additional field equipment such as GPS, monitoring wells, and computer programs required to collect scientific data), LAKEWATCH analysis (for analysis of the water quality samples); Chlorophyll lab equipment (including but not limited to filtration devices, storage units, and flasks used to analyze water samples); public education and outreach workshops and events (education materials; classroom materials), and travel budget.

**Monies paid to the Alliance from The City of Destin can be used for operation of CBA programs in the City.** Expenses may include, but are not limited to, the following:

**Operational expenditures in support of CBA activities:**

Travel/fuel/transportation to project sites, meetings and trainings

Freight and postage

Telephone (including cell phone)/fax/communication

Printing/duplicating

Advertising

Professional fees; contracted services

Other professional fees including registrations for chamber memberships, workshops, conferences, and trainings

Educational and Office materials/supplies (including community outreach workshops—for example building and constructing rain barrels, rain gardens, and water conservation teaching material)

Equipment

Repairs and maintenance of CBA equipment and vehicles

Data software

Food and Food Products for CBA events and volunteers at CBA projects

CBA shall assist the City by working with the City's Public Services Department and City Manager's Office to provide compliance with the City's Notice of Intent (NOI) by performing the following services:

\*\*\*\*\*

**Level 1: \$25,000**

\*\*\*\*\*

**1. Public Education and Outreach**

- a. Element 1a-01: Assist City staff with at least one educational piece of literature used for mailers/inserts.
  - i. Document and report the completed educational literature.
  - ii. Assist City with the stuffing of one educational mailer/insert to residents.
  - iii. Document and report the number of envelopes stuffed.
- b. Element 1a-03: Conduct at least one educational programs targeted at elementary school-age children.
  - i. Document and report the completed educational programs.
  - ii. Document and report the number of students in attendance.
- c. Element 1a-06: Hold at least one presentation targeted to a variety of groups including Volunteer Water Quality groups, Restaurant Owners, Commercial Fishing/Charters, Civic Groups, etc.
  - i. Document and report number of presentations given.
  - ii. Document and report number of people in each meeting.

**2. Public Involvement/Participation**

- a. Element 2a-02: Hold at least one volunteer based participation event through the reporting period.
  - i. Document and report number of volunteer events given.
  - ii. Document and report number of people in each meeting.
  - iii. Document and report literature distributed.

- b. Element 2a-03: Develop and coordinate a monthly volunteer water quality monitoring program at a minimum of 5 ambient stations within Destin.
    - i. Document and report number of training events.
    - ii. Document and report number of sampling events.
    - iii. Document and report number of participants in each
- 3. Pollution Prevention/Good Housekeeping
  - a. Element 6b-01: Coordinate OYSTER Shell Recycling Program with local restaurants within Destin.
    - i. Document and report number of restaurants participating.
    - ii. Document and report amount of shell collected.

**RESOLUTION 18-42**

**A RESOLUTION OF THE CITY OF DESTIN, FLORIDA, AUTHORIZING THE EXECUTION OF AN AGREEMENT BETWEEN THE CITY OF DESTIN AND THE CHOCTAWHATCHEE BASIN ALLIANCE (CBA), FOR COMPLIANCE ASSISTANCE WITH THE PROGRAM OBJECTIVES AS OUTLINED IN THE NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES).**

**WHEREAS**, the City is in the twelfth year under the National Pollution Discharge Elimination System (NPDES) program; and

**WHEREAS**, the City's Phase II Municipal Separate Storm Sewer System (MS4) Generic Permit for Discharge of Stormwater requires six compliance activities to be completed; and

**WHEREAS**, for the last 7 years, the City has partnered with the Choctawhatchee Basin Alliance of Northwest Florida State College (CBA) to assist with the required compliance activities; and

**WHEREAS**, it is imperative that the City remains in compliance with our NPDES permit and securing the services of the CBA ensures that we better fulfill the Federal and State requirements to complete all of the necessary activities as required under our permit; and

**NOW, THEREFORE, BE IT RESOLVED**, by the Destin City Council that, the terms of said Agreement for the NPDES Compliance Assistance is in the best interest of the City, and the Destin City Council designates and confirms Lance Johnson, City Manager to execute and deliver said agreement and any related documents.

**PASSED AND DULY ADOPTED THIS 15<sup>TH</sup> DAY OF OCTOBER, 2018**

By:

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Gary Jarvis, Mayor

ATTEST:

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Rey Bailey, City Clerk

CITY OF DESTIN



# AGENDA ITEM

**COUNCIL MEETING DATE:** October 15, 2018

**TYPE OF AGENDA ITEM:** Resolution

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**TO:** City Council

**THRU:** Bragg Farmer, Finance Director  
Lance Johnson, Interim City Manager

**FROM:** Lisa Firth, Interim Parks & Rec Director

**DATE:** October 5, 2018

**SUBJECT:** Resolution 18-43 Designation of an On-Leash Park for currently licensed dogs as a Pilot Program

---

## **I. BACKGROUND:**

The Parks and Recreation Committee and Staff would like to recommend the following item for the City Council's consideration:

1.) Motion to recommend to the City Council to designate the Mattie Kelly Park and Nature Walk become an on-leash park as a pilot program.

**II. DISCUSSION:** During the August 6, 2018 Council Meeting, the Parks & Recreation Committee presented the following recommendation to Council: "Consensus by the committee to recommend to the City Council that when the Joe's Bayou recreation area is expanded, to authorize the addition of an on-leash dog friendly area" (Item # 2018-495, Part I, #3).

Refer to following letter sent to Council on October 2, 2018, from City Manager, Lance Johnson:

Mr. Mayor and Councilmembers:

Some of you may have been contacted by constituents expressing their concerns about new signage that was posted in some city parks emphasizing the City's ordinance (15.38.b) prohibiting dogs in city parks. Staff is simply in the process

of replacing old, damaged and missing signage in many parks and have not implemented any new rules, however; these new signs have caught the attention of some of our residents who were previously unaware of the current ordinance.

In August the Parks & Recreation Committee recommended that Council consider approving one or more parks to be designated as on-leash parks. Staff plans to bring their recommendation regarding which park(s) to pilot such a program in October 15, 2018.

Please let me know if I can be of further assistance.

- 15-38-b: Domestic animals. Have been responsible for the entry of a dog or other domestic animal into areas other than the Destin Dog Park or other official city dog park, automobile parking concourses and walks immediately adjacent thereto, and in such other areas as may be clearly marked by signs bearing the words "Domestic Animals Permitted in This Area." Nothing herein shall be construed as permitting the running of dogs at large except for those located within the Destin Dog Park or other official city dog park. All dogs in those areas where such animals are permitted shall be restrained at all times, except for those located within the Destin Dog Park or other official city dog park, on adequate leashes not greater than four (4) feet in length. This section shall not apply to any dog trained to aid disabled or handicapped persons, when any such dog is actually being used to assist any such person.

Lance A. Johnson, MS, CPM  
Interim City Manager  
(850) 837-4242  
4200 Indian Bayou Trail

All dog owners must comply with the following:  
Sec. 4-19. - Rabies vaccination required for dogs and cats.  
(a)

Every owner maintaining a dog or cat over the age of three (3) months shall have such dog or cat vaccinated against rabies by a licensed veterinarian annually with a one-year vaccine approved for use in the United States. Evidence of vaccination shall consist of a rabies tag and a certificate signed by the veterinarian administering the vaccine and containing pertinent data for identification of the animal. The rabies tag shall be securely affixed to a collar or harness and worn by the dog or cat at all times when off the premises of the owner or custodian, except as otherwise specified.

(b)

A rabies tag may be removed from a dog or cat participating in an organized exhibition, trial or show, or undergoing training, providing the dog or cat is under the direct control of an owner or custodian.

(Ord. No. 65.3, § 19, 3-19-90)

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A. **Link to Strategic Goals / Objectives:** Goal 4A: Improve and enhance the City's library, parks, and recreational services.

B. **Effect on Budget (EOB):** The cost of two dog waste stations @ \$199.99 per station; total cost of two stations: \$399.98.

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

III. **CONCLUSION:** The Committee and Staff appreciates the City Council's consideration of their recommendations.

IV. **RECOMMENDED MOTION:** I move to approve Resolution 18-43 authorizing Mattie Kelly Nature Walk and Kell-Aire South Park as an on-leash parks for currently licensed dogs for a six month pilot program.

Attachments:

1. Resolution 18-43 Designated On-Leash Park

**RESOLUTION 18-43**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DESTIN, FLORIDA, ACCEPTING AND ADOPTING THE DESIGNATION OF THE MATTIE KELLY PARK AND NATURE WALK AS AN ON-LEASH PARK FOR CURRENTLY LICENSED DOGS; PROVIDING FOR AN EFFECTIVE DATE; AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE DESIGNATED ON-LEASH PARK FOR AND ON BEHALF OF THE CITY OF DESTIN.**

**WHEREAS**, the City operates and maintains a number of parks for use by the public; and

**WHEREAS**, the Parks and Recreation Committee having requested the Mattie Kelly Nature Walk and Kell-Aire South Park be designated on-leash park for currently licensed dogs; and

**WHEREAS**, the Parks and Recreation Staff recommends the on-leash park as a pilot program for a six month period beginning immediately;

**NOW, THEREFORE, BE IT RESOLVED** that the City of Destin, by and through its Council, formally designate Mattie Kelly Nature Walk and Kell-Aire South Park as on-leash dog parks for currently licensed dogs for a pilot period of six months at which time Council will determine if the program should be extended.

**BE IT FURTHER RESOLVED** that the City Manager is authorized to post signage at these location as required by ordinance.

ADOPTED THIS 15<sup>TH</sup> DAY OF OCTOBER 2018  
BY:

\_\_\_\_\_  
Gary Jarvis, Mayor

ATTEST:

\_\_\_\_\_  
Rey Bailey, City Clerk

The form and content of the above Resolution is hereby approved for legal sufficiency

\_\_\_\_\_  
Jeff Burns, City Attorney

CITY OF DESTIN



# AGENDA ITEM

**COUNCIL MEETING DATE:** October 15, 2018

**TYPE OF AGENDA ITEM:** Presentation

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**TO:** City Council

**THRU:**

**FROM:**

**DATE:**

**SUBJECT:** Councilmember Braden

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**I. BACKGROUND:**

**II. DISCUSSION:**

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

**III. CONCLUSION:**

**IV. RECOMMENDED MOTION:**

Attachments:  
None

CITY OF DESTIN



# AGENDA ITEM

**COUNCIL MEETING DATE:** October 15, 2018

**TYPE OF AGENDA ITEM:** Presentation

---

**TO:** City Council

**THRU:**

**FROM:**

**DATE:**

**SUBJECT:** Councilmember Ramswell

---

**I. BACKGROUND:**

**II. DISCUSSION:**

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

**III. CONCLUSION:**

**IV. RECOMMENDED MOTION:**

Attachments:  
None

CITY OF DESTIN



# AGENDA ITEM

**COUNCIL MEETING DATE:** October 15, 2018

**TYPE OF AGENDA ITEM:** Presentation

---

**TO:** City Council

**THRU:**

**FROM:**

**DATE:**

**SUBJECT:** Councilmember Dixon

---

**I. BACKGROUND:**

**II. DISCUSSION:**

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

**III. CONCLUSION:**

**IV. RECOMMENDED MOTION:**

Attachments:  
None

CITY OF DESTIN



# AGENDA ITEM

**COUNCIL MEETING DATE:** October 15, 2018

**TYPE OF AGENDA ITEM:** Action Item

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**TO:** City Council

**THRU:**

**FROM:**

**DATE:**

**SUBJECT:** Councilmember Overdier

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**I. BACKGROUND:**

**II. DISCUSSION:**

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

**III. CONCLUSION:**

**IV. RECOMMENDED MOTION:**

Attachments:  
None

CITY OF DESTIN



# AGENDA ITEM

**COUNCIL MEETING DATE:** October 15, 2018

**TYPE OF AGENDA ITEM:** Action Item

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**TO:** City Council

**THRU:**

**FROM:**

**DATE:**

**SUBJECT:** 1.) Discussion for specific projects related to the 1/2 cent sales tax.

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**I. BACKGROUND:**

**II. DISCUSSION:**

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

**III. CONCLUSION:**

**IV. RECOMMENDED MOTION:**

Attachments:  
None

CITY OF DESTIN



# AGENDA ITEM

**COUNCIL MEETING DATE:** October 15, 2018

**TYPE OF AGENDA ITEM:** Presentation

---

**TO:** City Council

**THRU:**

**FROM:**

**DATE:**

**SUBJECT:** Councilmember Marler

---

**I. BACKGROUND:**

**II. DISCUSSION:**

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

**III. CONCLUSION:**

**IV. RECOMMENDED MOTION:**

Attachments:  
None

CITY OF DESTIN



# AGENDA ITEM

**COUNCIL MEETING DATE:** October 15, 2018

**TYPE OF AGENDA ITEM:** Presentation

---

**TO:** City Council

**THRU:**

**FROM:**

**DATE:**

**SUBJECT:** Councilmember Destin

---

**I. BACKGROUND:**

**II. DISCUSSION:**

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

**III. CONCLUSION:**

**IV. RECOMMENDED MOTION:**

Attachments:  
None

CITY OF DESTIN



# AGENDA ITEM

**COUNCIL MEETING DATE:** October 15, 2018

**TYPE OF AGENDA ITEM:** Presentation

---

**TO:** City Council

**THRU:**

**FROM:**

**DATE:**

**SUBJECT:** Councilmember Morgan

---

**I. BACKGROUND:**

**II. DISCUSSION:**

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

**III. CONCLUSION:**

**IV. RECOMMENDED MOTION:**

Attachments:  
None

CITY OF DESTIN



# AGENDA ITEM

**COUNCIL MEETING DATE:** October 15, 2018

**TYPE OF AGENDA ITEM:** Presentation

---

**TO:** City Council

**THRU:**

**FROM:**

**DATE:**

**SUBJECT:** Mayor Gary Jarvis

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**I. BACKGROUND:**

**II. DISCUSSION:**

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

**III. CONCLUSION:**

**IV. RECOMMENDED MOTION:**

Attachments:  
None

CITY OF DESTIN



# AGENDA ITEM

**COUNCIL MEETING DATE:** October 15, 2018

**TYPE OF AGENDA ITEM:** Action Item

---

**TO:** City Council

**THRU:**

**FROM:**

**DATE:**

**SUBJECT:** Update: Public Beach Initiative

---

**I. BACKGROUND:**

**II. DISCUSSION:**

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

**III. CONCLUSION:**

**IV. RECOMMENDED MOTION:**

Attachments:  
None

CITY OF DESTIN



# AGENDA ITEM

**COUNCIL MEETING DATE:** October 15, 2018

**TYPE OF AGENDA ITEM:** Presentation

---

**TO:** City Council

**THRU:**

**FROM:**

**DATE:**

**SUBJECT:** Land Use Attorney

---

**I. BACKGROUND:**

**II. DISCUSSION:**

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

**III. CONCLUSION:**

**IV. RECOMMENDED MOTION:**

Attachments:  
None

CITY OF DESTIN



# AGENDA ITEM

**COUNCIL MEETING DATE:** October 15, 2018

**TYPE OF AGENDA ITEM:** Presentation

---

**TO:** City Council

**THRU:**

**FROM:**

**DATE:**

**SUBJECT:** City Attorney

---

**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