



**AGENDA
LOCAL PLANNING AGENCY
THURSDAY, MARCH 24, 2022
5:30 PM
DESTIN CITY HALL ANNEX CHAMBERS**

- 1. CALL TO ORDER**
- 2. ROLL CALL/PLEDGE OF ALLEGIANCE**
- 3. APPROVAL OF MINUTES**
 - A. February 24, 2022**
- 4. OLD BUSINESS**
 - A. Comprehensive Plan Chapter 1 Update Recommendation**
- 5. NEW BUSINESS**
 - A. 2022 Stormwater Master Plan Project List and Study Areas**
 - B. Proposed Conditional Use 21-40-CU Destin Smoke Shop, and "Other Miscellaneous Store Retailers" use in the City of Destin Land Development Code.**
 - C. Comprehensive Plan Chapter 2 Discussion**
 - D. Draft Land Development Code Article III Discussion/Workshop**
- 6. PUBLIC COMMENTS** (Comments from the public on any matters considered at the meeting, or on any matters not on the agenda)
- 7. NEXT MEETING DATE: April 7, 2022**

Any person requiring a special accommodation at this hearing because of a disability or physical impairment should contact the City Clerk at (850) 837-4242 at least 48 hours prior to the hearing. If a person decides to appeal any decision made with respect to any matter considered at such meeting, such person will need a record of the proceeding and for such purpose may need to ensure that a verbatim record of the proceeding is made, which record includes the testimony and evidence upon which the appeal is to be based. (Sec. 286.0105, Florida Statutes)

**LOCAL PLANNING AGENCY
MEETING MINUTES
FEBRUARY 24, 2022 - 5:30 P.M.
DESTIN CITY HALL BOARDROOM**

1. CALL TO ORDER:

Chairman Wood called the Local Planning Agency Meeting to order on Thursday, February 24, 2022, at 5:30 p.m., in the Destin City Hall Boardroom; with the Pledge of Allegiance immediately following.

2. ROLL CALL:

Members Present

James T. Wood, Jr.
Karen Hudson
Marcie Bell
Todd Buhr
Jason Klosterman
Corey Ledbetter

Members Absent

Staff Members Present

Kim Montgomery City Clerk
Steve O'Connor Principal Planner
Louis Zunguze CD Director
Kyle Bauman City Attorney

3. APPROVAL OF MINUTES:

February 3, 2021

Motion by Agency member Bell, seconded by Agency member Hudson to approve the February 3, 2021, minutes as written. The motion passed 6-0.

4. OLD BUSINESS:

➤ **Comprehensive Plan Discussion**

Mr. Zunguze explained to the Agency members that this point they are not to debate the policies just to audit them only and that they have been met.

Both Mr. Zunguze and Mr. O'Connor explained the difference the LDC and the new Design Manual that is being initially created and the differences between the two.

Comprehensive Plan Chapter 1: Future Land Use Element

Completed Policies & Objectives

- 1. Policy 1-1.1.1.(b).** Other Architectural Features. Within one year from Plan adoption, the LDC shall be amended to specify appropriate standards for architectural details which may regulate the use of materials and colors, the minimum frequency of detail elements, and the use of rooflines

appropriate to a given architectural style. Buildings shall be designed to be pedestrian-oriented to encourage travel on foot within and between sites. Staff Comment: This has been implemented through LDC Section 7.09.03. Design Review Requirements. This policy should be continued into the new LDC update.

Staff Comment: This has been implemented through LDC Section 7.09.03. Design Review Requirements. This policy should be continued into the new LDC update.

The Agency members agreed to move this forward.

- 2. Policy 1-1.1.1(2).** Design Criteria for Sites. Within one year from Plan Adoption, the LDC shall be amended to enhance site design criteria that promote multimodal connectivity, maximize functional open space, and promote harmony with existing structures. The following are design standards that shall be applicable to all development, with the exception of industrial uses, and single-family and duplex residences, that front onto a street in the Mixed-Use Districts.

- **Building Siting.** Buildings shall be sited in order to maximize functional open space and meet LDC design standards to provide frontage on existing and proposed public and publicly accessible streets.

Staff Comment: This has been implemented through LDC Section 7.09.03. Design Review Requirements. This policy should be continued into the new LDC update.

The Agency members concurred with this statement.

- **Location of Off-Street Parking.** The following are the design standards that shall be applicable to all off-street parking.
- **Surface Parking Lots.** Surface parking lots should be located at the side or rear of the principal structure whenever feasible. If parking lots about the right-of-way, vegetative screens consisting of trees and shrubs shall be constructed to create a visual buffer.
- **Parking Structures.** Where feasible, parking structures shall be located towards the interior of the lot. Parking structures that face the street shall comply with design criteria in the LDC.

Staff Comment: This has been implemented through LDC Section 8.09.03(A)(2)(c) - Parking Structures and 8.09.03(A)(4) - Multimodal Transportation District Design Standards, On-site Parking (only in Old Destin MMTD). This policy should be continued into the new LDC update.

The Agency members concurred with this statement.

Pedestrian Walkways and Linkages. All new development shall be designed with pedestrian sidewalks that provide safe and convenient pedestrian movement that is separated from drives, traffic

aisles, and other areas of vehicular traffic. A logical pedestrian sidewalk network shall be provided throughout the development and shall interconnect all buildings including dwelling units and nonresidential uses, common open space, transit stops and sensitive area tracts and connect with the public sidewalk system.

Staff Comment: This has been implemented through LDC Sections 8.09.03(A)(6), 8.09.03(B)(4) Multimodal Transportation District Design Standards, Pedestrian Network (both Old Destin and Crystal Beach) and 8.05.03 Sidewalk specifications. This policy should be continued into the new LDC update.

The Agency members concurred on the statement.

- Bikeways. Bikeways shall be required on collectors and arterials. Bikeways shall be a minimum of five feet wide and may use asphalt paving.

Staff Comment: This has been implemented through LDC Section 8.03.00 Design standards for new and reconstructed roads and streets (Table 8-1) Allows for 4' wide bikeway on collectors without on-street parking. This policy should be continued into the new LDC updates.

The Agency members concurred.

- **Supplemental Setback and Buffering Requirements from Single-Family, Duplex, or Townhome Uses.** The LDC shall maintain supplemental setback and buffering requirements, in relation to building height, for projects located in the NHMU, HIMU, CG, HDR, BRMU and TCMU designations that abut single family, duplex or townhome uses.

Staff Comment: This policy should be continued into the new LDC update.

Agency member Bell asked for the definition of supplemental setback which Mr. O'Connor provided the location of where in the LDC the design criteria information is located.

The Agency members agreed with the statement.

3. Policy 1-3.6.3: Noncomplying Structures and Nonconforming Uses.

Within one year from Plan adoption, the city shall adopt an ordinance within the LDC which prohibits development that intensifies a nonconforming use or increases or exacerbates the intensities of a non-complying feature of building or structure. Standards shall continue to require that plans for alterations to non-complying structures incorporate improvements to bring the subject structure into compliance to the greatest reasonable and practical extent. In no case shall any existing non-compliance be increased or exacerbated.

Staff Comment: This has been implemented through LDC Section 7.13.00 – Nonconforming Structures and Uses. This policy should be continued into the new LDC updates.

The Agency members agreed with the statement.

Partially Completed Policies & Objectives

1. Policy 1-1.1.1(a). Building Massing and Scale. Buildings shall be designed to reduce the mass/scale and uniform monolithic appearance of large unadorned walls, while providing visual interest that will be consistent with the community's identity and character through the use of detail and scale and variations in rooflines and fenestration (i.e., character and interrelationships of facade design components including windows, dormers, doors, and roof design). Within one year from Plan adoption, the LDC shall be amended to specify:

- i) the maximum length of facades, measured horizontally;
- ii) the minimum height above which a building shall step back farther from the street or other public realm;
- iii) the minimum distance between buildings of a given height; and
- iv) appropriate proportions for building façade elements. **PUD submittals shall demonstrate the impact of the project on access to light, impact on airflow dynamics, as well as other visual impacts that may be deleterious to adjacent properties, motorists, pedestrians, or segments of the population.**

Staff Comment: Implemented through LDC Sections 7.09.03. Design Review Requirements, 7.12.08. Dimensional Requirements. However, No LDC language currently exists regarding PUD requirements. Staff recommends the PUD language be removed from this policy. The PUD discussion will be reviewed under Policy 1-3.2.5 (#3 below). This policy should be continued into the new LDC update.

The Agency members agreed with moving the underlined PUD language above to #3.

2. Policy 1-1.2.2: Prevent Deterioration and Enhance the Appearance of Residential Areas.

Prior to the next Evaluation, Appraisal and Review (EAR), the LDC shall be amended to include standards for exterior building maintenance, maintenance of landscaping, and limitations on storage of vehicles and other items in yard areas.

Staff Comment: No Code language exists in the LDC related to exterior building maintenance. Should there be specific language developed and placed in the LDC to enforce exterior maintenance of residential structures?

There was a brief discussion regarding buildings that are falling apart and if this language applies. According to Mr. O'Connor, if it's an unsafe building, those conditions are regulated under Unsafe Building Abatement language in the Florida Building Code.

Staff Comment: Implemented through 12.04.06 – Landscaping Maintenance and Use Standards, **only applies** to development which receives a development order. Currently, there is no landscaping maintenance requirement for properties that do not have a Development Order. Should language be developed and placed in the LDC to enforce maintenance of landscaping on residential lots and development?

Agency member Bell inquired about the State Statutes passed in the last year where homeowners cannot be forced to not have vegetable gardens in their front yards. After a brief discussion, the LUA

stated that she would investigate that to find out if it applies to municipalities or HOA's and provide them the answer.

Staff Comment: Storage of vehicles is regulated through LDC Section 9.05.00 – Conserve Residential Neighborhoods, however it allows storage in the side yard. This does not prevent storage of all vehicles. Should language be developed and placed in the LDC to enforce maintenance of landscaping on residential lots and development?

There was a discussion regarding the proliferation of junk built up in a property owners' front yard and how those are regulated in the city.

3. Policy 1-3.2.5: Mixed Use Developments. Within one year from Plan adoption, the LDC shall be amended to include provisions intended to implement the Comprehensive Plan mixed-use goals, objectives and policies. The LDC shall implement programs directed at advancing the mixed-use development provisions within the Comprehensive Plan and illustrated on the Future Land Use Map (FLUM). The provisions shall, at a minimum, contain:

- LDC provisions governing total floor area ratio, lot coverage requirements, height variations, setbacks, elevations, rooflines, and other design features shall be designed to implement Policies addressing land use transition, ITEM # 2022-4911 compatibility, and consistency with goals, objectives, and Policies of the Comprehensive Plan. Design criteria shall also be included in the LDC to assist in implementing these Plan initiatives.

Staff Comment: This has been implemented through LDC Sections 7.09.03. - Design Review Requirements and 7.12.08. - Dimensional Requirements. In addition, Ord 21-08-LC helps further implement this policy. This policy should be continued into the new LDC update.

- Planned Unit Developments (PUD) shall be designed to provide innovative design. The city will develop a revised and more robust PUD ordinance to guide the development of mixed-use projects and larger sites that require more sensitive planning and quality place-making.

Staff Comment: No PUD ordinance was adopted or implemented. However, the PUD process is being rewritten through the LDC update project. Is there specific direction or guidance for PUDs from the LPA members?

There was a brief discussion about Mixed Use PUD's and examples of them in Destin, that being the Winn Dixie and apartments nearby. Mr. O'Connor also explained there are different criteria for different type of PUD's. Additionally, he explained that the PUD language will reference the design manual in reference to what type of PUD the person is looking for.

4. Policy 1-3.4.2: Enhance Waterfront Access. Harbor and Gulf access is a treasure to be enjoyed by all citizens of Destin. Access can be provided directly through boat ramps, docks, and piers. Access can also be provided visually through walkways, control of exotic vegetation, open space, scenic easements, and breezeways. Within one year from Plan adoption, the city shall

amend the LDC to include procedures and substantive provisions that protect and ensure public access to the Harbor area, especially the waterfront and planned Harbor boardwalk. Within one year following Plan adoption, the city shall develop incentive programs to provide additional pedestrian access to the Harbor boardwalk.

Staff Comment: This policy has been implemented through LDC Section 8.09.03.A(9) - Multimodal Transportation Design Standards, Harbor Connections & 8.09.03.B - Crystal Beach MMTD sub-area. However, no incentive program has been developed but we did develop parking lots in the Harbor District. We also purchased lots in Crystal Beach at Crystal Shores, so this has been partially implemented. This policy should be continued into the new LDC update.

The Agency members agreed with this statement.

5. Policy 1-3.5.6: Encouraging Infill Development. The city shall use its fiscal resources to encourage infill, including such actions as the installation of sewer line expansion, reuse line expansion, under grounding utilities, and similar actions. Within one year from Plan adoption, additional incentives programs shall be adopted as part of the amended LDC to encourage the reuse and improvement of marginal structures or redevelopment of land within the Town Center and Harbor CRAs.

Staff Comment: Infill is encouraged via zoning districts, not financially. Several public projects have taken place in the CRA districts. However, there are no additional incentive programs in the LDC. Should financial or reduced limitations incentives be developed to further encourage infill?

Staff briefly explained what Infill is and provided descriptions of several in the city. The Agency members agreed.

In-Progress Policies & Objectives

1. Policy 1-1.7.3: Underground Utilities. Prior to the next EAR, the city shall identify and prioritize areas for implementing programs to dismantle above ground utility facilities and bury the same underground in a manner coordinated with economic development opportunities. The city shall coordinate with Gulf Power to develop a cost-feasible plan for undergrounding in the areas that the city has determined to be the highest priorities.

Staff Comment: With Utility Undergrounding underway so the policy is complete execution is not. However, all references to Gulf Power need to be changed to “local energy provider.” Policies & Objectives to be implemented through the LDC Update.

The Agency members agreed to the statement.

1. Policy 1-1.3.3: Major Mixed-Use and Resort Planning Areas. Within one year from Plan adoption, the LDC shall include special design criteria to achieve the identity, form, and function established for these areas as stated below and in Section 1-2 of this Comprehensive

Plan. Major commercial and mixed-use activity centers are described below:

- Harbor Planning Area
- Town Center Planning Area
- Crystal Beach Planning Area • Holiday Isle Planning Area
- Gulf Resort Planning Area

Staff Comment: This policy is currently being implemented through Ordinance 22-02- PC, which are the Planning Areas that were introduced to them a few months ago. The Agency members agreed to the statement.

- 2. Policy 1-1.6.1: Coordinated Land Use Planning.** The city shall ensure that all proposed land development is located and designed with appropriate consideration for soil and topographic conditions. The city shall ensure that all new development is consistent with performance criteria governing resource conservation, public facilities, concurrency management, and level of service standards before a development order is issued. In addition, within one year from Plan adoption, the LDC shall be updated to ensure that newly proposed land use criteria, including, but not limited to, density, intensity, design, and other characteristics of the development, are consistent with the character of the surrounding area, can be accommodated on the site without adversely impacting natural features of the site or the surrounding environment, meet concurrency requirements, and are consistent with the Comprehensive Plan and LDC.

Staff Comment: This policy is currently being implemented through Ordinance 22-02-PC and the LDC Update.

The Agency members agreed to the statements.

- 3. Policy 1-2.6.1: Airport (A).** Within one year from Plan adoption, Destin shall coordinate land use issues impacting the airport with the Federal Aviation Administration (FAA) and Okaloosa County, as appropriate, in order to accomplish the following objectives:

- Foster use of Destin-Fort Walton Beach Airport in a manner that contributes to the development of the c
- City's economic base through selective pursuit of industry consistent with Policy 1-1.3.3.
- Promote safe operation of aircraft through:
 - i. Efficient use of airspace in relation to the surrounding land use within the Airport environs (i.e., within the noise contours and clear zone).
 - ii. Promote fire safety to protect surrounding land uses, especially nearby residential neighborhoods.
 - iii. Ensure that airport improvements accommodate operationally compatible aircraft and do not cause increased safety risks due to resultant expansion of noise contours and flight patterns inconsistent with established and projected land use patterns, or

- increased risk of accidents.
- iv. Ensure that new development within noise zones includes sound insulation consistent with best management practices for noise attenuation as may be established by the FAA or the Standard Building Code.

Achieve compatible Airport and industrial development by adoption of an Airport Master Plan that ensures compatibility of Airport uses with surrounding land use, through:

- i. Proper control of land uses that protects airport operations, avoids encroachment into environmentally sensitive areas, and ensures compatibility with nearby residential land uses, and reduces noise impacts outside the Airport property.
- ii. Preservation of the ecologically unique terrestrial wetlands on the property and perimeter buffer areas around the entire Airport property.
- iii. Promotion of aviation activity compatible with community needs and characteristics.

Staff Comment: This was implemented through LDC Section 7.15.00 – Airport and aircraft zoning regulations. However, this will need to be revised through LDC update, i.e. Staff has control of all uses, such as the dimensional limitations, but not the air space and flight patterns.

The Agency Members agreed to the statement.

Policies and Objectives Recommended for Removal

1. Policy 1-1.1.6: Site Plan Review. The site plan review process is necessary to enforce the policies of this plan and the standards in the LDC. The process shall be designed to allow staff to interact efficiently and collaboratively with applicants. Within one year of plan adoption, site plan review process documents shall be amended to provide checklists containing all design requirements and standards contained in those LDC provisions that implement Objective 1-1.1 and policies of this Plan applicable to review of site plan and development order applications. This shall include processes for reviewing compliance with enhanced landscaping and architectural standards. A pre-application meeting with city staff and a preliminary concept plan review shall be required for any new construction other than a single-family home on an existing lot in order to ensure applicants are able to receive feedback in a timely manner. The LDC may give staff the option to combine these steps for projects below certain size thresholds.

Staff Comments: Article 17 of the Land Development Code contains development checklists. However, the documents were modified by the city in 2019, and now the checklist documents and Land Development Code checklists are not consistent. It is recommended the city maintains the development checklists as city documents independent of the LDC. Therefore, as part of the LDC Update, Staff recommends removing Article 17 and maintaining the checklists outside the LDC.

The decision was to modify it and add nuances and point out to where the applicant needs

to go to find the necessary information.

Staff provided a brief outline of how the rest of the review process will take place for the entirety of the Comprehensive Plan.

5. ADJOURNMENT:

Having no further discussion at this time, the meeting adjourned at 7:20 p.m.

Adopted and approved this _____ day of _____ 2022.

James Wood, Jr. Chairman

Kim Montgomery, Destin City Clerk

CITY OF DESTIN – COMMUNITY DEVELOPMENT



AGENDA ITEM

MEETING DATE: March 24, 2022
BOARD/COMMITTEE: Local Planning Agency
TYPE OF AGENDA ITEM: Action Item
OUTLINE NUMBER: 4.A.

TO: Local Planning Agency

THRU: Louis Zunguze, Community Development Director
Kimberly Kopp, Land Use Attorney

FROM: Steve O'Connor, Principal Planner

DATE: March 9, 2022

SUBJECT: Comprehensive Plan Chapter 1 Update Recommendation

I. BACKGROUND: Over the past three (3) years, the City has diligently and judiciously undertaken the task of updating and aligning the City's Comprehensive Plan with the Future Land Use Map and the Zoning Map. That task is now complete. The City now needs to update and align the City's Land Development Code (LDC) to be consistent with the recent changes to the Comprehensive Plan. In order to ensure that the Articles updated in the LDC are consistent with the Comprehensive Plan, a review of the Comprehensive Plan goals, objectives, and policies was necessary.

The initial review was to establish what goals, policies, and objectives have been implemented, in progress of being implemented, and ones that have not been implemented through the LDC. Staff then conducted an internal review of the identified policies and has provided our recommendation. Staff is now seeking a discussion and review by the LPA to review these goals, policies, and objectives to see if they need to be updated, maintained, or removed.

Staff will bring these to the LPA on a Chapter by Chapter basis based on the amount of goals, policies, and objectives that require review.

II. DISCUSSION: Comprehensive Plan Chapter 1: Future Land Use Element

Implemented Policies & Objectives

- 1) **Policy 1-1.1.1.(b). Other Architectural Features.** Within one year from Plan

adoption, the LDC shall be amended to specify appropriate standards for architectural details which may regulate the use of materials and colors, the minimum frequency of detail elements, and the use of rooflines appropriate to a given architectural style. Buildings shall be designed to be pedestrian-oriented to encourage travel on foot within and between sites.

LPA Comment and Recommendation: This has been implemented through LDC Section 7.09.03. Design Review Requirements. This policy should be continued and further implemented with the LDC update.

2) Policy 1-1.1.1(2). Design Criteria for Sites. Within one year from Plan Adoption, the LDC shall be amended to enhance site design criteria that promote multimodal connectivity, maximize functional open space, and promote harmony with existing structures. The following are design standards that shall be applicable to all development, with the exception of industrial uses, and single-family and duplex residences, that front on a street in the Mixed-Use Districts.

a. Building Siting. Buildings shall be sited in order to maximize functional open space and, meet LDC design standards to provide frontage on existing and proposed public and publicly accessible streets.

LPA Comment and Recommendation: This has been implemented through LDC Section 7.09.03. Design Review Requirements. This policy should be continued and further implemented with the LDC update.

b. Location of Off-Street Parking. Following are design standards that shall be applicable to all off-street parking.

i. Surface Parking Lots. Surface parking lots should be located at the side or rear of the principal structure whenever feasible. If parking lots about the right-of-way, vegetative screens consisting of trees and shrubs shall be constructed to create a visual buffer.

ii. Parking Structures. Where feasible, parking structures shall be located towards the interior of the lot. Parking structures that face the street shall comply with design criteria in the LDC.

LPA Comment and Recommendation: This has been implemented through LDC Section 8.09.03(A)(2)(c) - Parking Structures and 8.09.03(A)(4) - Multimodal Transportation District Design Standards, On-site Parking (only in Old Destin MMTD). This policy should be continued and further implemented with the LDC update.

c. Pedestrian Walkways and Linkages. All new development shall be designed with pedestrian sidewalks that provide safe and convenient pedestrian movement that is separated from drives, traffic aisles, and other areas of vehicular traffic. A logical pedestrian sidewalk network shall be provided throughout the development and shall interconnect all buildings including dwelling units and nonresidential uses, common open space, transit stops and sensitive area tracts and connect with the public sidewalk system.

LPA Comment and Recommendation: This has been implemented through LDC Sections 8.09.03(A)(6), 8.09.03(B)(4) Multimodal Transportation District Design Standards, Pedestrian Network (both Old Destin and Crystal Beach) and 8.05.03 Sidewalk specifications. This policy should be continued and further implemented with the LDC update.

- d. Bikeways. Bikeways shall be required on collectors and arterials. Bikeways shall be a minimum of five feet wide and may use asphalt paving.

LPA Comment and Recommendation: This has been implemented through LDC Section 8.03.00 Design standards for new and reconstructed roads and streets (Table 8-1) Allows for 4' wide bikeway on collectors without on-street parking. This policy should be continued and further implemented with the LDC update.

- e. Supplemental Setback and Buffering Requirements from Single-Family, Duplex, or Townhome Uses. The LDC shall maintain supplemental setback and buffering requirements, in relation to building height, for projects located in the NHMU, HIMU, CG, HDR, BRMU and TCMU designations that abut single-family, duplex or townhome uses.

LPA Comment and Recommendation: This has been Implemented through LDC Section 7.09.03. - Design Review Requirements. This policy should be continued and further implemented with the LDC update.

- 3) **Policy 1-3.6.3: Noncomplying Structures and Nonconforming Uses.** Within one year from Plan adoption, the City shall adopt an ordinance within the LDC which prohibits development that intensifies a nonconforming use or increases or exacerbates the intensities of a non-complying feature of building or structure. Standards shall continue to require that plans for alterations to non-complying structures incorporate improvements to bring the subject structure into compliance to the greatest reasonable and practical extent. In no case shall any existing non-compliance be increased or exacerbated.

LPA Comment and Recommendation: This has been implemented through LDC Section 7.13.00 – Nonconforming Structures and Uses. This policy should be continued and further implemented with the LDC update.

Partially Completed Policies & Objectives

- 1) **Policy 1-1.1.1(a). Building Massing and Scale.** Buildings shall be designed to reduce the mass/scale and uniform monolithic appearance of large unadorned walls, while providing visual interest that will be consistent with the community's identity and character through the use of detail and scale and variations in rooflines and fenestration (i.e., character and interrelationships of facade design components including windows, dormers, doors, and roof design). Within one year from Plan adoption, the LDC shall be amended to specify: i) the maximum length of facades, measured horizontally; ii) the minimum height above which a building shall step back farther from the street or other public realm; iii) the minimum distance between buildings of a given height; and iv) appropriate proportions for building façade elements. PUD submittals shall demonstrate

the impact of the project on access to light, impact on airflow dynamics, as well as other visual impacts that may be deleterious to adjacent properties, motorists, pedestrians, or segments of the population.

LPA Comment and Recommendation: Implemented through LDC Sections 7.09.03. Design Review Requirements, 7.12.08. Dimensional Requirements. However, No LDC language currently exists regarding PUD requirements. Staff recommends the PUD language be removed from this policy. This policy should be continued and further implemented with the LDC update.

2) Policy 1-1.2.2: Prevent Deterioration and Enhance the Appearance of Residential Areas. Prior to the next EAR, the LDC shall be amended to include standards for exterior building maintenance, maintenance of landscaping, and limitations on storage of vehicles and other items in yard areas.

LPA Comment and Recommendation: No code language exists in the LDC related to exterior building maintenance. The LDC rewrite should include language to enforce exterior maintenance of residential structures.

LPA Comment and Recommendation: Implemented through 12.04.06 – Landscaping Maintenance and Use standards, only applies to development which receives a development order. Currently, there is no landscaping maintenance requirement for properties that do not have a Development Order. The LDC rewrite should include language to enforce landscaping on residential lots and development.

LPA Comment and Recommendation: Storage of vehicles is regulated through LDC Section 9.05.00 – Conserve Residential Neighborhoods, however it allows storage in the side yard. This does not prevent storage of all vehicles. The LDC rewrite should include language to enforce storage of all vehicles and vessels on residential lots and development specifically concerning screening including within the side yard.

3) Policy 1-3.2.5: Mixed Use Developments. Within one year from Plan adoption, the LDC shall be amended to include provisions intended to implement Comprehensive Plan mixed use goals, objectives and policies. The LDC shall implement programs directed at advancing the mixed use development provisions within the Comprehensive Plan and illustrated on the FLUM. The provisions shall, at a minimum, contain:

- a.** LDC provisions governing total floor area ratio, lot coverage requirements, height variations, setbacks, elevations, rooflines, and other design features shall be designed to implement Policies addressing land use transition, compatibility, and consistency with goals, objectives, and Policies of the Comprehensive Plan. Design criteria shall also be included in the LDC to assist in implementing these Plan initiatives.

LPA Comment and Recommendation: This has been implemented through LDC Sections 7.09.03. - Design Review Requirements and 7.12.08. - Dimensional Requirements. In addition Ord 21-08-LC help further implement this. This policy

should be continued and further implemented with the LDC update.

b. Planned Unit Developments (PUD) shall be designed to provide innovative design. The city will develop a revised and more robust PUD ordinance to guide the development of mixed-use projects and larger sites that require more sensitive planning and quality place-making.

LPA Comment and Recommendation: No PUD ordinance was adopted/implemented. However, the PUD process is being evaluated through the LDC update project. This policy should be continued and further implemented with the LDC update.

4) Policy 1-3.4.2: Enhance Waterfront Access. Harbor and Gulf access is a treasure to be enjoyed by all citizens of Destin. Access can be provided directly through boat ramps, docks, and piers. Access can also be provided visually through walkways, control of exotic vegetation, open space, scenic easements, and breezeways. Within one year from Plan adoption, the City shall amend the LDC to include procedures and substantive provisions that protect and ensure public access to the Harbor area, especially the waterfront and planned Harbor boardwalk. Within one year following Plan adoption, the City shall develop incentive programs to provide additional pedestrian access to the Harbor boardwalk.

LPA Comment and Recommendation: This policy has been implemented through LDC Section 8.09.03.A(9) - Multimodal Transportation Design Standards, Harbor Connections & 8.09.03.B - Crystal Beach MMTD sub-area. However, no incentive program has been developed but we did develop parking lots in the Harbor District. We also purchased lots in CB at Crystal Shores so this has been partially implemented. This policy should be continued and further implemented with the LDC update.

5) Policy 1-3.5.6: Encouraging Infill Development. The City shall use its fiscal resources to encourage infill, including such actions as the installation of sewer line expansion, reuse line expansion, under grounding utilities, and similar actions. Within one year from Plan adoption, additional incentives programs shall be adopted as part of the amended LDC to encourage the reuse and improvement of marginal structures or redevelopment of land within the Town Center and Harbor CRAs.

LPA Comment and Recommendation: Infill is encouraged via zones not financially. Several public projects have taken place in the CRA districts, however there are no additional incentive programs in the LDC. This policy should be continued and further implemented with the LDC update.

In-Progress Policies & Objectives

1) Policy 1-1.7.3: Underground Utilities. Prior to the next EAR, the City shall identify and prioritize areas for implementing programs to dismantle above ground utility facilities and burying the same underground in a manner coordinated with economic development opportunities. The City shall coordinate with Gulf Power to develop a cost feasible plan for undergrounding in the areas that the City has determined

to be the highest priorities.

LPA Comment and Recommendation: Utility Undergrounding underway so the policy is complete execution is not. However, all references to Gulf Power need to change to “local energy provider.” This policy should be continued and further implemented with the LDC update.

Policies & Objectives to be implemented through the LDC Update

1) Policy 1-1.3.3: Major Mixed Use and Resort Planning Areas. Within one year from Plan adoption, the LDC shall include special design criteria to achieve the identity, form, and function established for these areas as stated below and in Section 1-2 of this Comprehensive Plan. Major commercial and mixed-use activity centers are described below:

- a. Harbor Planning Area
- b. Town Center Planning Area
- c. Crystal Beach Planning Area
- d. Holiday Isle Planning Area
- e. Gulf Resort Planning Area

LPA Comment and Recommendation: This policy is currently being implemented through Ordinance 22-02-PC. This policy should be continued and further implemented with the LDC update.

2) Policy 1-1.6.1: Coordinated Land Use Planning. The City shall ensure that all proposed land development is located and designed with appropriate consideration for soil and topographic conditions. The City shall ensure that all new development is consistent with performance criteria governing resource conservation, public facilities, concurrency management, and level of service standards before a development order is issued. In addition, within one year from Plan adoption, the LDC shall be updated to ensure that newly proposed land use criteria, including, but not limited to, density, intensity, design, and other characteristics of the development, are consistent with the character of the surrounding area, can be accommodated on the site without adversely impacting natural features of the site or the surrounding environment, meet concurrency requirements, and are consistent with the Comprehensive Plan and LDC.

LPA Comment and Recommendation: This policy is currently being implemented through Ordinance 22-02-PC and the LDC Update.

3) Policy 1-2.6.1: Airport(A). Within one year from Plan adoption, Destin shall coordinate land use issues impacting the airport with the Federal Aviation Administration (FAA) and Okaloosa County, as appropriate, in order to accomplish the following objectives:

- a. Foster use of Destin-Fort Walton Beach Airport in a manner that contributes to the development of the City's economic base through selective pursuit of industry consistent with Policy 1-1.3.3.
- b. Promote safe operation of aircraft through:

- i. Efficient use of airspace in relation to the surrounding land use within the Airport environs (i.e., within the noise contours and clear zone).
 - ii. Promote fire safety to protect surrounding land uses, especially nearby residential neighborhoods.
 - iii. Ensure that airport improvements accommodate operationally compatible aircraft and do not cause increased safety risks due to resultant expansion of noise contours and flight patterns inconsistent with established and projected land use patterns, or increased risk of accidents.
 - iv. Ensure that new development within noise zones includes sound insulation consistent with best management practices for noise attenuation as may be established by the FAA or the Standard Building Code.
- c. Achieve compatible Airport and industrial development by adoption of an Airport Master Plan that ensures compatibility of Airport uses with surrounding land use, through:
 - i. a. Proper control of land uses that protects airport operations, avoids encroachment into environmentally sensitive areas, and ensures compatibility with nearby residential land uses, and reduces noise impacts outside the Airport property.
 - ii. b. Preservation of the ecologically unique terrestrial wetlands on the property and perimeter buffer areas around the entire Airport property.
 - iii. c. Promotion of aviation activity compatible with community needs and characteristics.

LPA Comment and Recommendation: This was implemented through LDC Section 7.15.00 – Airport and aircraft zoning regulations. However, this will need to be revised and further implemented through the LDC update.

Policies and Objectives Recommended for Removal

1) Policy 1-1.1.6: Site Plan Review. The site plan review process is necessary to enforce the policies of this plan and the standards in the LDC. The process shall be designed to allow staff to interact efficiently and collaboratively with applicants. Within one year of plan adoption, site plan review process documents shall be amended to provide checklists containing all design requirements and standards contained in those LDC provisions that implement Objective 1-1.1 and policies of this Plan applicable to review of site plan and development order applications. This shall include processes for reviewing compliance with enhanced landscaping and architectural standards. A pre-application meeting with city staff and a preliminary concept plan review shall be required for any new construction other than a single-family home on an existing lot in order to ensure applicants are able to receive feedback in a timely manner. The LDC may give staff the option to combine these steps for projects below certain size thresholds.

LPA Comment and Recommendation: Article 17 of the Land Development Code contains development checklists. However, the documents were modified by the City in 2019, and now the checklist documents and Land Development Code

checklists are inconsistent. It is recommended the City maintains the development checklists as City documents independent of the LDC. Therefore, as part of the LDC Update Staff recommends removing Article 17 and maintaining the checklists outside the LDC.

A. Link to Strategic Goals / Objectives: #2. A green and sustainable environment

#4. Enhanced quality of life and safety for families

#5. Economic development and revitalization

B. Effect on Budget (EOB): No effect on the budget and any changes that effect the LDC will be covered under the approved LDC Rewrite Project Budget.

C. Level of Service (LOS): Develop and implement processes for consistent and streamlined application of codes and procedures

III. CONCLUSION: The LPA discussed the Chapter 1 Comprehensive Plan policies at the regularly scheduled February 24, 2022 meeting and staff has incorporated the LPA comments and recommendations into each policy from the February 24th meeting. The LPA must now make a formal recommendation to City Council for their approval.

IV. RECOMMENDED MOTION: I move that the LPA recommend to City Council approval of the suggestions for the policies for Chapter 1 of the City's adopted Comprehensive Plan as presented.

Attachments:

1. Comprehensive Plan Chapter 1 -
Future Land Use Element

SECTION 1-1: FUTURE LAND USE GOALS, OBJECTIVES AND POLICIES. This section establishes goals, objectives, and implementing Policies for the land use Element pursuant to F.S. § 163.3177(6)(3), Florida Statutes.

Introduction: "Quality Development and Revitalization" is one of five strategic goals identified by the City Council for 2020. This purpose of the Future Land Use Element is to set forth Goals, Objectives, and Policies that define the characteristics of quality development, revitalization and the manner in which the City will facilitate such development. Quality development should be efficient to service, promote economic development, and enhance quality of life for current and future residents and encourage stable or improving neighborhoods and centers.

The Future Land Use Element provides specific Goals, Objectives, and Policies governing future development and revitalization. It designates the proposed future general distribution, location, and extent of planned uses of land within the corporate limits of the City of Destin (City). These uses are divided into categories for residential, commercial, industrial, recreation, conservation, institutional, a variety of mixed uses, and other categories of the public and private uses of land.

Each future land use category defines allowed uses and the standards to be followed in the control and distribution of population densities and building intensities. The Future Land Use Map (FLUM)(Map 1-1: Future Land Use Map 2020) specifies the geographic distribution and extent of each land use.

This element, as all others, is organized around a hierarchical series of topical Goals, Objectives, and Policies. The Goals are broad and general, the Objectives are specific and measurable, and Policies provide legislative and administrative guidance on how to conduct or achieve the Goals and Objectives.

GOAL 1-1: URBAN FORM. Ensure that the design and character of new development as well as new public investments provides the framework for a healthy local economy, a healthy environment and sound fiscal management, supports stable or improving residential environments, and provides citizens and visitors with transportation options.

1. Quality urban form supports a healthy economy by providing a functional environment in which to do business and a positive visual brand that attracts businesses, customers, and employees.
2. Quality urban form supports a healthy environment by design for the preservation of natural habitats, trees, and natural systems and by best practices in the management of water, energy, and transportation.
3. Quality urban form supports sound fiscal management by producing environments that allow for efficient provision of city services by minimizing the feet of utility infrastructure per user and the time required to provide services to each resident and business.
4. Quality urban form supports stable or improving residential environments by providing a predictable context for existing residents with convenient access to services, recreation and complementary uses.
5. Quality urban form supports transportation options by providing a connected network of streets, trails, and paths, origins and destination within a reasonable distance for walking and cycling, urban design elements that make walking comfortable, and activity centers of sufficient intensity to be connected by transit.

Elements of urban form include the design and siting of buildings, configuration and design of landscaping, open space, internal streets, and sidewalks, and the overall pattern of development created by the combination of these elements.

OBJECTIVE 1-1.1: URBAN DEVELOPMENT PRINCIPLES. Development standards in the city shall promote the economic viability of the commercial and mixed use areas and promote the general welfare by enhancing aesthetics and encouraging healthy active transportation and recreation. Within one year of plan adoption, the Land Development Code (LDC) shall be amended to include enhanced urban design criteria for building and site design. In addition, within one year of plan adoption comprehensive design standards shall be developed to guide the character of future development through frontage, signage, landscape, and architectural design standards. The Policies stated below provide measures for implementing this objective.

Policy 1-1.1.1: Urban Design Standards and Design Criteria. Design criteria herein stated are intended to ensure that new development will positively impact its context through quality urban design and not significantly adversely affect the enjoyment of natural amenities by others. Land use and design criteria are also intended to accomplish a smooth transition where new development is proposed adjacent to a future land use category or zoning district boundary.

The primary urban design function of buildings and landscaping is to frame the shared spaces that surround them whether they be streets, walks, or common open spaces. Building should be sited in such a way as to complement the public realm that is adjacent to them and designed with human scaled elements to create inviting places for residents, employees, and visitors. The criteria below are intended to accomplish this. These criteria are also intended to ensure that new construction does not have a negative influence on existing development and reflects a positive identity of the community. These guidelines shall be primarily applicable to Mixed Use areas with an emphasis on Harbor Boulevard which is the primary gateway of the community and may be expanded to other areas in the LDC as appropriate. Certain developments may be exempt from some provisions of these guidelines including industrial buildings and single-story commercial development in select locations.

1. Design Criteria for Buildings.

The design criteria shall ensure that the height, massing, and intensity of proposed structures do not unreasonably restrict or impact access to sunlight, privacy, or airflow dynamics. The following design principles shall be applied:

- a. **Building Massing and Scale.** Buildings shall be designed to reduce the mass/scale and uniform monolithic appearance of large unadorned walls, while providing visual interest that will be consistent with the community's identity and character through the use of detail and scale and variations in rooflines and fenestration (i.e., character and interrelationships of facade design components including windows, dormers, doors, and roof design). Within one year from Plan adoption, the LDC shall be amended to specify: i) the maximum length of facades, measured horizontally; ii) the minimum height above which a building shall step back farther from the street or other public realm; iii) the minimum distance between buildings of a given height; and iv) appropriate proportions for building façade elements. PUD submittals shall demonstrate the impact of the project on access to light, impact on airflow dynamics, as well as other visual impacts that may be deleterious to adjacent properties, motorists, pedestrians, or segments of the population.
- b. **Other Architectural Features.** Within one year from Plan adoption, the LDC shall be amended to specify appropriate standards for architectural details which may regulate the use of materials and colors, the minimum frequency of detail elements, and the use of rooflines appropriate to a given architectural style. Buildings shall be designed to be pedestrian-oriented to encourage travel on foot within and between sites.

- c. **Building Design when Fronting a Street.** Design criteria in the LDC shall reflect best practices for pedestrian-oriented design of buildings fronting a street including but not limited to pedestrian-scaled architectural elements at the first level for buildings set close to the sidewalk, the number and design of entryways oriented to the public sidewalk, and ground floor transparency and fenestration.
- 2. **Design Criteria for Sites.** Within one year from Plan Adoption, the LDC shall be amended to enhance site design criteria that promote multimodal connectivity, maximize functional open space, and promote harmony with existing structures. The following are design standards that shall be applicable to all development, with the exception of industrial uses, and single-family and duplex residences, that front on a street in the Mixed Use Districts.
 - a. **Building Siting.** Buildings shall be sited in order to maximize functional open space and, meet LDC design standards to provide frontage on existing and proposed public and publically accessible streets.
 - b. **Location of Off-Street Parking.** Following are design standards that shall be applicable to all off-street parking:
 - i. **Surface Parking Lots.** Surface parking lots should be located at the side or rear of the principal structure whenever feasible. If parking lots abut the right-of-way, vegetative screens consisting of trees and shrubs shall be constructed to create a visual buffer.
 - ii. **Parking Structures.** Where feasible, parking structures shall be located towards the interior of the lot. Parking structures that face the street shall comply with design criteria in the LDC.
 - c. **Pedestrian Walkways and Linkages.** All new development shall be designed with pedestrian sidewalks that provide safe and convenient pedestrian movement that is separated from drives, traffic aisles, and other areas of vehicular traffic. A logical pedestrian sidewalk network shall be provided throughout the development and shall interconnect all buildings including dwelling units and nonresidential uses, common open space, transit stops and sensitive area tracts and connect with the public sidewalk system.
 - d. **Bikeways.** Bikeways shall be required on collectors and arterials. Bikeways shall be a minimum of five feet wide and may use asphalt paving.
 - e. **Supplemental Setback and Buffering Requirements from Single-Family, Duplex, or Townhome Uses.** The LDC shall maintain supplemental setback and buffering requirements, in relation to building height, for projects located in the NHMU, HIMU, CG, HDR, BRMU and TCMU designations that abut single-family, duplex or townhome uses.
- 3. **Landscaping, Tree Protection, and Open Space.** The primary purposes of landscaping and open space are to provide places for residents, visitors, and employees to gather, relax, and recreate, to provide beautification, and to improve environmental function through the provision of trees. Landscape and buffering may also be used to screen unsightly elements such as parking and loading areas, unadorned walls, rear walls or yards, and trash collection areas, or to reduce the impact of noise or light pollution on adjacent residences.
 - a. **Landscaping:** Landscaping shall be provided as an integral part of the overall design of proposed new development and redevelopment. Landscaping and pervious open space shall be required in order to maintain, beautify, and/or reinforce the established character of stable residential and nonresidential areas. Landscaping and buffering criteria shall require such improvements as retention of pervious open space; the provision of greenscaped or hardscaped open spaces; tree protection; the planting of canopy trees, understory canopy, and shrubs; and installation of noise buffers as may be required, including vegetated berms with tree canopy, decorative masonry walls or fences, and other appropriate screening

and buffering techniques. Landscape plans shall include provisions for street furniture within the site as well as adjacent to the public sidewalk as appropriate. Elements of street furniture include benches, waste containers, drinking fountains, planters, bus shelters, and bicycle racks.

- b. **Open Space:** Emphasis shall be placed on functional open space, i.e. spaces that allow for passive or active recreation for residents or visitors of a development. Open spaces should include a balance of pervious greenscape and impervious hardscape appropriate to the context and level of use and incorporating trees and other landscaping elements. The minimum required open space within all FLUM designations shall be 25 percent. Notwithstanding, developments located in the South Harbor Mixed Use designation shall be allowed to deduct the total area dedicated to pedestrian easements or pedestrian rights-of-way to the public from Harbor Boulevard to the Harbor waterfront and between adjoining properties along the Harbor waterfront from the required minimum 25 percent open space.
- c. **Tree Protection:** Prior to the next EAR, the tree protection ordinance shall be enhanced to increase the preservation of clusters of canopy trees and other special native trees due to their size, age, historical, aesthetic, or cultural significance. This ordinance shall specifically address Planned Unit Developments (PUD) which have additional opportunities to preserve trees because of the design flexibility afforded by the size of the site and the planning process. The native trees in the City are of a unique character that is not conducive to the application of typical tree protection standards that rely on largely trunk sizes to indicate a tree's age and value. Tree protection standards in the city must be customized to this unique landscape typology.

Policy 1-1.1.2: Public and Private Streets. Essential to the success of Urban Design efforts is support by the design of adjacent streets. The design of both public and private streets shall be coordinated with these urban design principles. In particular the design of Harbor Boulevard is essential to two of the major redevelopment areas in the city and as such the city shall work with private owners and the state department of transportation to improve the design and function of the Harbor Boulevard for beautification and for all modes of transportation.

Policy 1-1.1.3: Major Natural and Manmade Corridors. LDC performance criteria shall require application of best management principles and practices for preserving and/or improving the character of major natural and manmade corridors, including:

1. Destin Harbor.
2. Choctawhatchee Bay.
3. Estuarine and bayou systems.
4. Major floodway and drainage corridors.
5. Major transportation corridors such as the Harbor Boulevard/Emerald Coast Parkway, which is a major focal point for the motoring, biking, and walking public and an inviting gateway to visiting tourists, and the "Cross Town Connector" (Stahlman Ave., Azalea Dr., Legion Dr., Airport Rd., and Commons Dr. W).

Policy 1-1.1.4: Scenic Vistas and Waterfront Views. The City shall employ innovative design techniques to preserve public access to scenic vistas along the Gulf of Mexico, Choctawhatchee Bay, the Harbor, or other scenic vistas or corridors. These techniques may include the provision of public parks with such views and/or direct water access, publically accessible spaces such as the Harbor Boardwalk where visitors can walk near the water, and the encouragement of public accommodation businesses which provide general access to customers such as

shopping, hotel lobbies, and restaurants in locations with waterfront views. The improvement of views shall also be accomplished by the beautification of Harbor Boulevard through increased landscaping, tree coverage, and improved urban design.

Policy 1-1.1.5: On-Site and Off-Site Improvements. LDC performance criteria shall require that all new development and redevelopment provide on-site and off-site infrastructure improvements and off-street automobile and bicycle parking that are deemed necessary to accommodate impacts generated by the subject development. The provision of such facilities shall be required concurrent with the impacts of the proposed development as provided for in the adopted concurrency management system (See Chapter 12).

Provision of necessary on-site and off-site improvements shall be required as part of a development application pursuant to the Comprehensive Plan and LDC, as exists or as may hereinafter be amended. Supportive facilities, services, or other improvements (or equitable contributions in lieu thereof), as required by ordinance, shall be agreed to by the applicant prior to City approval of a development application, and facilities shall be constructed as agreed upon prior to issuance of a certificate of occupancy. The intent of this Policy is to ensure that the City of Destin does not assume unanticipated fiscal liabilities for supportive facilities and services that are expressly attributed to new development. Similarly, design of infrastructure and off-street parking shall be appropriately landscaped, screened, and/or buffered, as needed to avoid or mitigate adverse impacts on adjacent properties and infrastructure systems. Utilities for new subdivisions and new developments shall be placed underground.

Policy 1-1.1.6: Site Plan Review. The site plan review process is necessary to enforce the policies of this plan and the standards in the LDC. The process shall be designed to allow staff to interact efficiently and collaboratively with applicants. Within one year of plan adoption, site plan review process documents shall be amended to provide checklists containing all design requirements and standards contained in those LDC provisions that implement Objective 1-1.1 and policies of this Plan applicable to review of site plan and development order applications. This shall include processes for reviewing compliance with enhanced landscaping and architectural standards. A pre-application meeting with city staff and a preliminary concept plan review shall be required for any new construction other than a single-family home on an existing lot in order to ensure applicants are able to receive feedback in a timely manner. The LDC may give staff the option to combine these steps for projects below certain size thresholds.

OBJECTIVE 1-1.2: RESIDENTIAL QUALITY. Sufficient land area shall be designated for residential development and required community facilities to adequately meet the housing needs of the present and expected future population. Also refer to the housing element of this plan. Residential development shall be planned and designed to create and perpetuate stable residential neighborhoods and implement Policies set forth below.

Policy 1-1.2.1: Protect Residential Areas. The LDC shall implement design standards to protect existing stable single-family residential areas and projected future single-family residential areas from adverse impacts by new development due to location, massing, intensity, scale, and height. These areas include all residential future land use designations and historically residential neighborhoods in mixed use designations delineated on the Future Land Use Map 1-1.

Policy 1-1.2.2: Prevent Deterioration and Enhance the Appearance of Residential Areas. Prior to the next EAR, the LDC shall be amended to include standards for exterior building maintenance, maintenance of landscaping, and limitations on storage of vehicles and other items in yard areas.

Policy 1-1.2.3: Continue to Provide for and Regulate Accessory Housing Options in Select Residential, Mixed Use, and Commercial Areas. The City shall continue to evaluate which zoning districts may be appropriate for accessory dwelling units.

Policy 1-1.2.4: Orderly Transition in Land Use. The type and density of new residential development shall be consistent with the Comprehensive Plan FLUM (Map 1-1), and adopted City redevelopment plans. Where the FLUM (Map 1-1) and/or Zoning Map denote transition in land use type, density, or intensity, the LDC shall provide criteria for ensuring that any new development or redevelopment provides a smooth transition in land use. Residential development shall be consistent with the concurrency management system and be approved only where available infrastructure capacity exists concurrent with the impacts of such development.

Policy 1-1.2.5: Review of Conditional and Accessory Land Uses. The LDC shall identify permitted uses, conditional uses, accessory uses, and small-scale utilities that may be allowed within each zoning district established in the LDC. Permitted uses are those that are generally allowed throughout a respective zoning district.

Conditional uses are those that are permitted in a particular zoning district that may be compatible within part of a district but not throughout the district. A Conditional Use is permitted only upon successful demonstration by applicant that the use as proposed on a specific site will comply with conditional use criteria and standards that shall be included in the LDC.

Accessory uses shall include uses that are customarily located on property to support a principal use and are incidental and subordinate to the principal use. Accessory uses shall not be allowed unless the principal use exists or is built concurrently with the accessory use on the subject property. The LDC shall implement this Policy.

Small-scale utilities necessary to support residential development may be located within residential areas, provided performance criteria of the LDC are met. Such utilities may include cable systems, water and sewerage pipes, street lighting, fire hydrants, small pump stations, and similar small-scale utility components. However, utility components that are clearly principal uses that do not require locations within residential area, such as public water and sewerage treatment plants and landfills, may not be located within residential areas.

OBJECTIVE 1-1.3: COMMERCIAL AND MIXED USE DEVELOPMENT. Commercial and Mixed Use Development should be primarily organized in large and small walkable centers that are easily accessible to residents and visitors by multiple modes of transportation. The FLUM (Map 1-1) assigns commercial and mixed use development to sites that generally are concentrated in strategically located areas having characteristics that best accommodate specific site location, access, public facility needs, and market requirements of respective uses.

Amendments to the FLUM (Map 1-1) shall consider the established pattern of land use and, while accommodating market demands, shall continue to promote stable residential areas. Such amendments to the FLUM (Map 1-1) shall also consider consumer demand, location, and space requirements of commercial and mixed use activities and potential fiscal and environmental impacts as well as the need to protect and preserve the quality of Destin's residential areas. Major activity centers intended to accommodate commercial and mixed use development shall include the South Harbor Planning Area, the North Harbor Planning Area, the proposed Town Center within the Community Redevelopment Area, the Crystal Beach Planning Area, Holiday Isle Mixed Use Area, and the Gulf Resort Area.

Policy 1-1.3.1: General Considerations. The location and distribution of specific commercial and mixed use activities shall be based on the following considerations:

1. Trip generation characteristics, impact on existing and planned multimodal transportation facilities and ability to functional internal circulation and off-street parking system, with appropriate landscaping.
2. Location and site requirements based on specific needs of respective commercial and mixed use activities, their market area, anticipated employment generation, and floor area requirements.
3. Impact on other surrounding commercial and mixed use activities.
4. Relationship to surrounding land uses and natural systems.
5. Impact on existing and planned community services and utilities.
6. Impact on established as well as anticipated future residential development.

Policy 1-1.3.2: Location Considerations. Commercial and Mixed Use development shall be concentrated in strategically located areas having characteristics that best accommodate their specific land, site, public facilities, and market location requirements. These criteria have informed the location of commercial and mixed use designations on the Future Land Use Map (Map 1-1). The strategically located areas shall promote efficient flow of traffic along major thoroughfares, achieve orderly development, and minimize adverse impact on residential quality.

Commercial infill and redevelopment shall be regulated by the LDC in order to:

1. Promote multimodal access and efficient flow of traffic.
2. Achieve orderly development.
3. Avoid negative impacts on established residential neighborhoods.
4. Encourage appropriately scaled and designed neighborhood commercial development within easy walking distance of residences.
5. Prevent adverse impacts on the fragile coastal eco-system.
6. Direct mixed use development to the Town Center, the North and South Harbor Planning Areas, and other strategically located areas identified on the (Map 1-1a).
7. Prevent the proliferation of strip commercial development with few pedestrian amenities.

Policy 1-1.3.3: Major Mixed Use and Resort Planning Areas. Within one year from Plan adoption, the LDC shall include special design criteria to achieve the identity, form, and function established for these areas as stated below and in Section 1-2 of this Comprehensive Plan. Major commercial and mixed use activity centers are described below:

1. **Harbor Planning Area.** The South Harbor Planning Area (SHPA) is that area generally extending along the north shoreline of the Harbor as depicted on (Map 1-1a). Development along this segment of the Harbor's north shoreline shall accommodate a "festive market place" environment, as defined in the Glossary, to include tourist commercial and mixed use development that shall be planned and designed to encourage public access to waterfront views, foster a free flowing pedestrian-oriented environment that does not wall off access to the shoreline, promote convenient public access to the planned Harbor boardwalk, and reinforce the identity of the Harbor as a world-class fishing village that is open to the public.

The North Harbor Planning Area (NHPA) is that area bounded generally on the south by Harbor Boulevard and on the west by Calhoun Avenue as depicted on (Map 1-1a).

The "NHPA" shall complement the "SHPA". The NHPA shall promote those uses permitted in the SHPA, as well as encourage long-term residential uses. Design criteria shall include a multi modal transportation system and strategic pedestrian accessways that link the NHPA and SHPA areas (cross-reference Policy 1-2.4.3.) The

continuing Comprehensive Planning process and the revisions to the LDC shall use the Destin Harbor Area Master Plan as a technical support document for implementing Harbor Area Redevelopment and Policy 1-2.4.3.

The adopted future land use plan concepts for the Harbor Community Redevelopment Area (Harbor CRA) have been integrated into the Comprehensive Plan and have been incorporated into the FLUM (Map 1-1). In addition, the Transportation Element has incorporated street and transit improvements that reinforce CRA Plan Goals, Objectives, and Policies. The Harbor Planning Area, as delineated on Map 1-1a, has been designated as a focal point for reinvestment in a community mixed use commercial center anchored by the Harbor Blvd. Corridor.

The City has adopted the Harbor Redevelopment Plan, which includes the following major objectives within the Harbor CRA:

- a. Improve the function and form of Harbor Boulevard within the Harbor CRA by creating a safe pedestrian environment and a corridor that safely accommodates both pedestrian and vehicular traffic, including appropriately designed crosswalks, effective pedestrian signalization, lighting, and quality landscape design and signage.
 - b. Preserve water dependent uses as defined in the Glossary of the Comprehensive Plan. The intent is to preserve fishing fleet activity that is open to the public and prevent the walling-off of the Harbor shoreline.
 - c. Preclude permanent residential facilities along the Harbor waterfront, unless such residential facilities are in the form of site specific mixed use development that incorporates commercial retail components that foster and encourage access by the public to the Harbor Boardwalk. Long-term residential uses without a commercial component tend to restrict public access to the Harbor and water dependent activities along the waterfront.
 - d. Incorporate design criteria that shall assist in enhancing the identity, function, form, design, and vitality of the Harbor CRA, which provides a unique mixed use waterfront activity center within the western core area of the City.
 - e. Implement, monitor, and enhance performance standards ensuring that land development, resource conservation, and infrastructure issues within the harbor area are managed in a manner consistent with accepted best management principles and practices. The "SHPA" regulations should encourage a variety of opportunities for recreation, tourist commercial living accommodations and facilities, including but not limited to such activities as restaurants, specialty shops, fishing and marina related goods and services, and facilities supporting pedestrian linkages. The "SHPA" regulations shall protect property rights, and the environment, and foster compatible uses.
 - f. Preserve clusters of canopy trees and other special native trees due to their size, age, historical, aesthetic, or cultural significance, as prescribed in the LDC.
2. **Town Center CRA and Main Street.** The City shall promote the image, function, and design of the Town Center CRA and Town Center Mixed Use area, a planned pedestrian-oriented mixed use center of employment, commerce, city center living, as well as civic and cultural enrichment. As part of this initiative the City shall continue to implement the adopted Community Redevelopment Plan, including the tax increment finance program and a regulatory program that assists in implementing:
- a. Grid street system that enhances access to and with the Town Center and sub-areas of the CRA.

- b. Design criteria that incorporate pedestrian and streetscape amenities, criteria for achieving the form, function, and character promoted in the adopted Community Redevelopment Plan.
- c. Transit system that links the Town Center with the Harbor area, major center of activity along the Emerald Coast Parkway corridor, and other activity centers that generate patrons who seek the Town Center and Harbor areas for leisure activities, shopping, and/or employment.

Prior to the next EAR, the City shall develop a Comprehensive Master Development Plan for all or a substantial portion of the Town Center CRA. This plan shall provide a design, street, and phasing framework for the redevelopment of the Town Center. The plan shall include detailed site and building development standards. The plan shall include an implementation plan that may use concepts such as transfer of development rights to obtain necessary community elements such as community open space within the CRA.

The adopted future land use plan concepts for the Community Redevelopment Area (CRA) have been integrated into the Comprehensive Plan. After such time as the Comprehensive Master Plan has been developed the FLUM (Map 1-1) may be amended accordingly. The City Council shall implement the adopted CRA Plan after duly scheduled public hearings, including consideration of specific program designs and alternatives required to achieve redevelopment objectives within the designated Community Redevelopment Area and available funding resources.

3. **Crystal Beach Planning Area (Map 1-1a).** Sub areas within the Crystal Beach Planning Area shall promote commercial and mixed use development. Such areas include the Danny Wuerffel Way and Emerald Coast Parkway intersection, which is a principal point of entry to the City of Destin east side. Prior to the next EAR, the City shall establish a preservation overlay zone within the Crystal Beach Planning Area. The intent of the overlay is to protect established single-family residential neighborhoods with a low-intensity character from encroachment by more intense development. The City shall establish standards for this neighborhood preservation overlay district which shall be primarily located within CBN. The City shall designate maximum densities and intensities based on established patterns of residential development. Development in the overlay shall be of a primarily single-family residential character.
4. **Holiday Isle Planning Area (HIPA) (Map 1-1a).** The Holiday Isle Planning Area consists of several subareas. The Holiday Isle Mixed Use is a land use district within HIPA intended to be developed with a mix of commercial, short and long term residential, commercial transient living accommodations and yacht club/marina uses. The area is largely built out and in the future this area is anticipated to undergo limited infill development. Within HIPA there are also areas that consist of residential uses. Prior to the next EAR the city shall study whether a preservation overlay with additional protections is appropriate for areas within LDR within the Holiday Isle Planning Area to preserve the single-family residential character of this area or some subset of this area.
5. **Gulf Resort Mixed Use Area (Map 1-1a).** The Gulf Resort Mixed Use area is a major mixed use tourist destination that is the City's most intensely developed area for short and long term residential, commercial transient living accommodations, and commercial uses. The area is largely built out and in the future this area is anticipated to undergo infill and redevelopment. Incentives shall be developed to encourage provision of public beach access where possible (See Policy 1-3.2.5).

OBJECTIVE 1-1.4: INDUSTRIAL DEVELOPMENT. The FLUM (Map 1-1) shall indicate sites planned to accommodate industrial development.

Policy 1-1.4.1: Location Considerations. Land resources for industrial development generally shall be concentrated in strategic locations south of the Airport Road corridor at the industrial park. Future Airport development shall be managed in a manner that prevents encroachment of Airport uses into established residential areas to prevent or minimize adverse impacts to residential development. Policies for managing the location and intensity of industrial development shall be responsive to the location and space requirements of industrial activities and potential fiscal and environmental impacts on the City of Destin. The location and distribution of specific types of industrial activities shall be determined based on the following considerations:

1. Trip generation characteristics and impact on existing and planned transportation systems, including dependency on air or trucking for distribution of material and goods.
2. Anticipated employment generation, floor area requirements, and market area.
3. Ability to meet established performance standards to prevent or minimize nuisance impacts, such as emission of air pollutants, glare, noise or odor, or generation of hazardous by-products.
4. Impact on established as well as anticipated future development and natural systems.
5. Impact on existing and planned public services, utilities, water resources, and energy resources.
6. Impact on established as well as anticipated future residential development.

Policy 1-1.4.2: General Pattern of Industrial Land Use. Non-airport related industrial development shall be located within the immediate vicinity of Industrial Park Lane and Industrial Park Road. A high priority shall be given to reserving strategically located land for industry.

Policy 1-1.4.3: Selective Industrial Expansion Policy. The City shall pursue a strategy of selective expansion of its industrial base. The City shall encourage industries that contribute optimally to the City's economy and that of the Emerald Coast. Highest priority shall be directed toward recruiting industries which:

1. Generate high levels of employment together with higher than average wage and salaries.
2. Promote an industrial mix to counterbalance the impact of cyclical economic changes.
3. Produce services/products that complement the needs and resources of existing industry within the City and the region.
4. Provide industry and service activities required to support and attract prime industrial land uses which are compatible with the City's growth management and resource conservation goals, objectives and Policies.
5. Contribute net revenue to the City of Destin and thus enhance the fiscal capacity of the City.
6. Do not adversely impact the City's natural resources, including groundwater quality; preservation of air quality; infrastructure; and public facility improvement needs.

Policy 1-1.4.4: Nuisance Abatement Standards and Criteria. The City shall prevent nuisance impacts frequently associated with industrial activities by maintaining performance standards for managing emission of noise, air pollutants, odor, vibration, fire or explosive hazard, and glare. Land shall be allocated to industrial uses in a manner that allows for separation and co-location of industrial activities capable of complying with the most restrictive performance standards and exhibiting minimal adverse impacts on surrounding development.

OBJECTIVE 1-1.5: INSTITUTIONAL FACILITIES AND PUBLIC SERVICES. The City shall require that needed public services and facilities be developed concurrent with new development, including adoption of an adequate facilities ordinance within the City's LDC. In addition, the City shall use the capital improvement program and budget process to pursue advance acquisition of land required to provide recreation, conservation, and related public benefits and promote multiple use of public lands.

Policy 1-1.5.1: Coordinate Investments in Land Improvements. To promote more effective and efficient delivery of requisite services and utilities, the location, scale, timing, and design of necessary public and semi-public services and utilities shall be closely coordinated with development activities.

Policy 1-1.5.2: Land Use Controls. The City shall enforce appropriate land use controls applicable to public and semi-public land uses. Public and semi-public facilities include public schools; health care facilities, such as hospitals, medical offices, adult life care facilities, similar facilities; emergency, police, and fire services; drainage facilities; water and wastewater facilities, and similar institutions promoting a public purpose.

OBJECTIVE 1-1.6: SOIL AND TOPOGRAPHIC CONDITIONS/NATURAL ENVIRONMENT. The City shall not issue a development order or permit unless the applicant for development has demonstrated that the proposed land uses, including, but not limited to, density, intensity, design, and other characteristics of the development, are designed with appropriate consideration for soil and topographic conditions and the natural environment, including Comprehensive Plan objectives and Policies in Chapter 5: Conservation Element and Chapter 6: Coastal Management.

Policy 1-1.6.1: Coordinated Land Use Planning. The City shall ensure that all proposed land development is located and designed with appropriate consideration for soil and topographic conditions. The City shall ensure that all new development is consistent with performance criteria governing resource conservation, public facilities, concurrency management, and level of service standards before a development order is issued. In addition, within one year from Plan adoption, the LDC shall be updated to ensure that newly proposed land use criteria, including, but not limited to, density, intensity, design, and other characteristics of the development, are consistent with the character of the surrounding area, can be accommodated on the site without adversely impacting natural features of the site or the surrounding environment, meet concurrency requirements, and are consistent with the Comprehensive Plan and LDC.

OBJECTIVE 1-1.7: UTILITY FACILITIES AND INFRASTRUCTURE. The City shall require that new developments provide utilities and infrastructure necessary to support proposed development through provisions within the LDC or acquisition of land by the City.

Policy 1-1.7.1: Easements for Utilities. The City shall continue to require dedication of adequate rights-of-way and easements pursuant to City Ordinance No. 076 for use as roadways and by utilities for extensions or improvements.

Policy 1-1.7.2: Coordination with Water and Sewerage Utilities Providers. The City shall cooperate with the water and sewerage utilities providers in efforts to obtain necessary easements and rights-of-way to correct existing deficiencies or improve services in the City.

Policy 1-1.7.3: Underground Utilities. Prior to the next EAR, the City shall identify and prioritize areas for implementing programs to dismantle above ground utility facilities and burying the same underground in a manner coordinated with economic development opportunities. The City shall coordinate with Gulf Power to develop a cost feasible plan for undergrounding in the areas that the City has determined to be the highest priorities.

(Ord. No. 07-13-PC, § 5, 10-15-2007; Ord. No. 15-17-PC, 6(Exh. A), 3-7-2016; Ord. No. 17-22-PC, § 6(Exh. 1), 4-2-2018)

SECTION 1-2: FUTURE LAND USE MAP.

GOAL 1-2: FUTURE LAND USE. The purpose of the future land use maps shall be to designate areas that are to continue largely in their current form, to be appropriate for major redevelopment or to be appropriate for new development. Because the city is largely built-out, the major of new growth in the City is anticipated to be in the form of redevelopment. This also provides the most efficient framework for providing city services. The City of Destin Comprehensive Plan FLUM (Map 1-1) Series shall delineate adopted policy for managing the allocation of future land use. Land use designations on the FLUM (Map 1-1) have been allocated pursuant to goals, objectives, and policies established in the Comprehensive Plan and are based on the Comprehensive Plan data, inventory, and analysis (dated 2001). Nothing in this section shall preclude necessary community facilities from locating within any future land use designation when such activity satisfies established criteria of this plan and the City's LDC.

OBJECTIVE 1-2.1: LAND USES, DENSITIES AND INTENSITIES DEFINED. The designations in the FLUM series shall be defined by the Policies herein. The FLUM series, Maps 1-1 through 1-6, are as follows and are located at the end of this Chapter:

1. Map 1-1: Future Land Use 2020.
 - a. Map 1-1a: Planning Areas and Sub-areas.
2. Map 1-2: Soil Associations.
3. Map 1-3: Floodplain.
4. Map 1-4: Vegetative Communities and Wetland Areas.
5. Map 1-5: Coastal High Hazard Area.
6. Map 1-6: Park Sites and Beach Access Points.

Policy 1-2.1.1: Residential Uses Defined. Residential uses shall include several structure types used for housing, including single-family detached dwellings and multiple-family structures including duplex structures units, town homes and other detached single-family structures, apartments, patio homes, atrium homes, and similar multiple-family structures. The specific FLUM designations shall identify where single-family and multiple-family structures may be located. Following are the definitions for long-term residential and short-term residential.

1. **Long-Term Residential.** Long-term residential uses shall be defined as any residential accommodation that is available for occupancy for 181 days or more. Long-term residential uses shall include lock-out units, as defined in the Glossary.
2. **Short-Term Residential.** Short-term residential uses shall be defined as any residential accommodation that is available for occupancy for 180 days or less. Short-Term Residential uses shall include lock-out units, as defined in the Glossary.

Policy 1-2.1.2: Nonresidential Uses Defined. Nonresidential uses are land use activities not defined as residential uses and which are predominantly connected with the sale, rental and distribution of products, or performance of services. Nonresidential uses also include commercial hotels, motels, bed and breakfast establishments, other commercial transient living accommodations, other commercial uses, industrial, institutional, recreation, and conservation land uses.

Policy 1-2.1.3: Areas Ineligible to Accommodate Development. No habitable buildings or non-water dependent structures, aside from essential public facilities and services, shall be located on land classified as un-developable environmentally sensitive lands, including wetlands, transitional wetlands, salt marsh, tidal waters, beaches, beach berms and dunes, and the natural shoreline. However, the LDC shall provide regulatory measures to ensure that land in private ownership is provided reasonable use. For instance, the LDC shall provide for transfer

of density and intensity from privately owned environmentally fragile land to directly abutting uplands under common ownership as may be required to avoid a "taking," or a denial of vested right or beneficial use. The intent is to sustain demonstrated private property rights while preserving the public interest, welfare, health, and safety.

Policy 1-2.1.4: Method of Measuring Building Height. Building height shall be measured from the highest point of the crown of the road, average grade of the subject property if it is not in an area that has a Federal Emergency Management Agency (FEMA) Minimum Based Flood Elevation, or FEMA Minimum Base Flood Elevation, whichever is higher, to the cornice line of the building (except the building height for the Harbor Waterfront, as defined herein). The highest point of the crown of the road shall be established by topographic survey that has been signed and sealed by a Florida Registered Surveyor. Within the "Harbor Waterfront" area, as defined herein, building height shall be measured via the Average Grade Method. Single-family residential dwelling units may include non-habitable architectural roof embellishments (e.g. spires, watch towers, crows' nests, cupolas, chimneys, and similar architectural embellishments), or appurtenant structural systems (e.g. machinery rooms, elevator shafts, stairwells, and similar ancillary facilities) up to a maximum of six (6) feet above the allowable maximum height of roof structure. Non-residential and mixed-use buildings may include non-habitable architectural roof embellishments (e.g. spires, watch towers, crows' nests, cupolas, chimneys, and similar architectural embellishments), or appurtenant structural systems (e.g. machinery rooms, elevator shafts, stairwells, and similar ancillary facilities) up to a maximum of ten (10) feet above the allowable maximum height of the roof structure.

Fully pitched roofs are required to cover not less than 60 percent of the roof surface on all buildings. A minimum pitch of 5:12 and a maximum pitch of 12:12 are required for the fully pitched roof above the cornice line.

*Cornice Line: Cornice line as used herein means the horizontal line on the exterior of a building at which the roof system intersects the exterior wall.

Policy 1-2.1.5: Grandfather Clause. Existing land uses that were lawfully conforming uses prior to the effective date of the Comprehensive Plan, shall continue as lawful uses and shall be regulated through administrative remedies for vested rights issues that shall be included in the LDC. Building heights, density and/or intensity which (a) are actual present and which lawfully existed prior to the effective date of the Comprehensive Plan, or (b) were authorized pursuant to a development order, which development order remained unexpired as of the effective date of the Comprehensive Plan, shall continue to be legal building heights, density and/or intensity (as applicable) after adoption of the Comprehensive Plan. All duly approved and recorded lots, subdivision and condominium plats of record, which existed as legal lots, subdivision and condominium plats of record prior to the adoption of this Comprehensive Plan shall continue to be legal lots, subdivision and condominium plats of record after adoption of the Comprehensive Plan. This grandfather status may only be relinquished voluntarily by the vested entity. All new lots, subdivisions, condominium plats and all replats shall comply with the Comprehensive Plan objectives and Policies, including maximum density provisions. Similarly, all new development shall comply with the Comprehensive Plan and LDC unless the development is found to have a vested right in a land use, building height, density or intensity that is in conflict with the Comprehensive Plan and LDC. Under such condition the grandfather clause shall be applicable unless voluntarily relinquished by the vested entity. The intent is to sustain demonstrated private property rights while preserving the public interest, welfare, health, and safety. Notwithstanding, any single-family home that is subject to redevelopment shall be allowed to reconstruct, providing adopted building and construction codes as well as this ordinance and the size and dimension criteria of the LDC are met.

Policy 1-2.1.6: Buffers and Land Use Transition. All property designated for nonresidential use on the FLUM shall be developed and designed to ensure a smooth land use transition between the said non-residentially designated property and any directly abutting low rise residential property, either existing or identified on the FLUM. The LDC shall include criteria that regulates the massing, height, traffic generation, and intensity of development, and shall require a sufficient landscaped buffer area to protect abutting single-family residential and other low rise residential properties from substantially dissimilar and potentially incompatible land uses.

Existing special exceptions for single-family residential development as well as nonconforming single-family development within a High Density Residential, Commercial, Industrial, or Mixed Use FLUM designation shall not impede the ability of a land owner within such designated areas from developing within the ranges of density and intensity established in the Comprehensive Plan if such development is consistent with the Comprehensive Plan and the Land Development Code performance criteria established to implement this Plan.

Policy 1-2.1.7: Density and Intensity of Development. The maximum range of density and/or intensity stated in the Comprehensive Plan and in the LDC may be further constrained by quantitative and qualitative criteria included in the Comprehensive Plan and LDC, including but not limited to requirements for minimum open space; concurrency management and level of service standards for transportation, stormwater and other public facilities and services; off-street parking and internal circulation; landscaping; impacts on schools; and on-site and off-site improvements and design amenities required to achieve land use compatibility. In addition, natural constraints such as the shape and natural features of a site may present obstacles to achieving maximum density and/or intensity shown on the adopted Comprehensive Plan FLUM. Where a zone permits both density and intensity, that density and intensity shall not be applied to the same acreage. A developer may separate a portion of the property to be calculated as density (generally for single-family or multi-family development) and a different portion of the property to be calculated as intensity. Density and intensity shall be calculated using the amount of "gross land area" as defined in the glossary.

Policy 1-2.1.9: Intensity Defined. Floor Area Ratio (FAR), as defined in the Glossary, describes the square footage of uses on a development site. The specific FLUM designations shall identify the maximum FAR for land use designations.

FAR shall not be applied to publicly owned parking garages or to areas of parking garages dedicated to the City when part of a public-private development partnership.

Policy 1-2.1.10: Density Defined. Density, as defined in the Glossary, may be used to determine the maximum number of residential units allowed on a development site. Residential uses include long-term and short-term residences. Non-residential uses are not regulated by density. The specific FLUM designations shall identify the maximum density for residential uses.

OBJECTIVE 1-2.2: ESTABLISH RESIDENTIAL LAND USE DESIGNATIONS. The residential FLUM designations shall be established as defined herein. Supportive community facilities and accessory land uses may be located within areas designated for any type of residential land uses. The LDC shall provide regulations for managing such community facilities and accessory land uses. This objective shall be measured through implementation of the following Policies.

Policy 1-2.2.1: Bay Estates (BE). Areas designated "BE" shall be developed, redeveloped and/or maintained and conserved as stable single-family (SF) long-term residential estates. The "BE" designation includes lots and parcels located in the Village Planning Area (VPA) adjacent to or near Choctawhatchee Bay, Joe's Bayou, Marler

Bayou, or north of Indian Bayou. Land designated "BE" shall not include development or redevelopment of short-term residential or nonresidential uses. The "BE" designated land may be developed up to the following maximum development standards:

TABLE 1-1: GENERAL DEVELOPMENT STANDARDS FOR "BE" DESIGNATED LAND			
Use	Max. Height	Max. Density (units/acre)	Max. Floor Area Ratio
Single-Family Residential	35'/3 stories	Up to 2.90	N/A

Policy 1-2.2.2: Low Density Residential (LDR). Areas designated "LDR" shall be developed, redeveloped and/or maintained and conserved as single-family (SF) long-term residential uses. Lots and parcels in the Village Planning Area (VPA) or the East Harbor Planning Area (EHPA) (Map 1-1a) that are designated "LDR" shall not be allowed to develop or redevelop short-term residential uses or nonresidential uses. However, lots and parcels designated "LDR" within the Holiday Isle Planning Area (HIPA) shall be allowed to develop and/or be maintained as short-term residential uses, but nonresidential uses shall be prohibited. The "LDR" designation includes lots and parcels that may be developed up to the following maximum development standards:

TABLE 1-2: GENERAL DEVELOPMENT STANDARDS FOR "LDR" DESIGNATED LAND			
Use	Max. Height	Max. Density (units/acre)	Max. Floor Area Ratio
Single-Family Residential	35'/3 stories*	Up to 5.81	N/A

*Holiday Isle - 30'/3 stories

Policy 1-2.2.3: Medium Density Residential (MDR). Areas designated "MDR" shall be developed, redeveloped and/or maintained and conserved as stable single-family (SF) or multiple-family (MF) long-term residential uses. Land designated "MDR" within the Village Planning Area (VPA) and the CRA, shall not be allowed to develop or redevelop short-term residential uses or nonresidential uses. However, lots and parcels designated "MDR" that are located within the Holiday Isle Planning Area (HIPA) shall be allowed to develop and/or maintain short-term residential uses, but not nonresidential uses. Based on established patterns of residential development within the Village, Holiday Isle, and the CRA (except the Town Center) Planning Areas, the following maximum development standards shall be applied to future development within "MDR" designated areas:

TABLE 1-3: GENERAL DEVELOPMENT STANDARDS FOR "MDR" DESIGNATED LAND

Use	Max. Height	Max. Density (units/acre)	Max. Floor Area Ratio
Single-Family Residential	35'3 stories*	Up to 5.81	N/A
Multi-Family Residential	35'3 stories	Up to 9.90	N/A

*Holiday Isle - 30'3 stories

The zoning map designation shall delineate policy for allocating specific densities on land designated "MDR" based on established patterns of land development and based on adopted Comprehensive Plan goals, objectives, and policies. Review of specific densities of developments shall be directed toward preserving stability of established residential areas. Sites designated "MDR" should be located and developed in a manner that ensures a smooth transition between lower density residential areas and areas developed and/or designated for other more intense uses. Generally, medium density areas should be located between the perimeters of low density residential areas, high density residential areas, and/or commercial or mixed use designations.

Policy 1-2.2.4: High Density Residential (HDR). Areas designated "HDR" shall be developed, redeveloped and/or maintained and conserved as stable multiple-family (MF) and attached single-family (SF) long-term and short-term residential uses and shall prohibit nonresidential uses. The "HDR" designation includes lots and parcels that may be developed up to the following maximum development standards:

TABLE 1-4: GENERAL DEVELOPMENT STANDARDS FOR "HDR" DESIGNATED LAND

Use	Max. Height (feet/stories)	Max. Density (units/acre)	Max. Floor Area Ratio
Single-Family Residential	30'3 stories	Up to 9.90	N/A
Multi-Family Residential	50'4 stories ¹	Up to 16.90	N/A

¹ This maximum height limitation is subject to future review and the HIPA Height Overlay Sub-Area may be extended to additional areas within the Holiday Isle Planning Area (Map 1-1a) by amendment to this policy in the event it is definitively established by order of a court of competent jurisdiction that a lower maximum height limitation imposed under private restrictive covenants applies to, and is legally binding upon, those properties.

The zoning map shall delineate policy for allocating specific densities for land designated "HDR" based on established development patterns and adopted Comprehensive Plan goals, objectives, and policies, including design principles for achieving a smooth land use transition. Review of specific densities of developments shall be directed toward preserving stability of established residential areas, particularly adjacent structures. The design and intensity of structures shall be reviewed based on criteria that shall require new development to provide a smooth transition in land use, intensity, and general appearance and design. Sites for high density residential developments should be located in a manner that provides a smooth transition in land use, density, and intensity of development. Generally, high density residential areas should be located between the perimeters of medium density residential areas and/or commercial or mixed use designations. High density residential development should be served by a major arterial or major collector street.

Policy 1-2.2.5: Crystal Beach Neighborhood (CBN). The "CBN" designation provides for regulated residential and very limited supportive nonresidential uses. Areas designated "CBN" shall have a predominately single-family detached residential character. Single-family residential development shall not exceed a maximum of six dwelling units per gross residential acre. Areas designated "CBN" may have single-family (SF) or multiple-family (MF) structures. The "CBN" designation is intended for long-term or short-term residential uses but only very limited supportive nonresidential uses. Additional restrictions on permitted supportive non-residential uses, such as maximum square footage, design or location requirements, may be specified in the LDC. Commercial hotels, motels, bed and breakfast establishments, or other commercial transient living accommodations shall not be allowed on any property designated "CBN." Based on established patterns of residential development within "CBN" designated areas the following maximum development standards shall be applied to future development within "CBN" designated areas:

TABLE 1-5: GENERAL DEVELOPMENT STANDARDS FOR "CBN" DESIGNATED LAND			
Use	Max. Height	Max. Density (units/acre)	Max. Floor Area Ratio
Single-Family Residential	30'3 stories	Up to 6.00	N/A
Multi-Family Residential	50'4 stories	Up to 6.00	N/A
Very Limited Supportive Non-Residential Uses	50'4 stories	N/A	0.5

OBJECTIVE 1-2.3: ESTABLISH COMMERCIAL LAND USE DESIGNATIONS. The commercial FLUM designations shall be established as described herein. Supportive community facilities and accessory land uses may be located within areas designated for any type of commercial or residential land uses. The allocation of land for commercial use shall

be compatible with goals, objectives, and policies identified in the Comprehensive Plan and shall be consistent with established pattern of legally established commercial land uses. The policies stated below provide an explanation of the purpose, intent, and character of the commercial land use designations. Notwithstanding other provisions of this chapter, single-story retail uses should not exceed thirty-five (35) feet in height or 0.5 FAR.

Policy 1-2.3.1: Commercial Limited (CL). The "CL" designation is intended to accommodate a mixture of short-term and long-term residential and commercial uses of a lesser intensity than is allowed in the mixed use development category. Small-scale community commercial uses such as medical related facilities, commercial hotels, motels, bed and breakfast establishments, other commercial transient living accommodations, offices, retail uses and ancillary recreation uses, including golf courses are allowed. Such sites may accommodate a shopping center with grocery stores, drug store/pharmacy, specialty shops, and similar tenants with no single business entity having more than 60,000 square feet. Such sites shall not include trades, warehousing, and large home improvement establishments. The nature and scale of uses allowed on properties designated "CL" shall provide a smooth transition between the more intense "CG" designated properties and adjacent residential development. "CL" designated areas shall be pedestrian-oriented, have sufficient landscape buffering and setbacks to protect residential uses, have architectural features to protect residential uses from obtrusive roof top mounted equipment, residential uses shall be adequately protected from vehicle service and parking areas, and these objectives shall be carried out by inclusion of design techniques as set forth in the LDC. The following maximum development standards shall be applied to future development within "CL" designated areas:

TABLE 1-6: GENERAL DEVELOPMENT STANDARDS FOR "CL" DESIGNATED LAND			
Use	Max. Height	Max. Density (units/acre)	Max. Floor Area Ratio
Single-Family Residential	30'3 stories	Up to 9.00	N/A
Multi-Family Residential	50'4 stories	Up to 12.00	N/A
All other permitted uses or mixes of uses as described in Policy 1-2.3.1	50'4 stories	N/A	0.5

Policy 1-2.3.2: Commercial General (CG). The "CG" FLUM designation is intended to accommodate general retail sales and services; highway oriented sales and services; other general commercial activities defined in the LDC; customary accessory uses; and requisite community facilities. The areas designated "CG" are generally located along the Harbor Boulevard/Emerald Coast Parkway corridor and are intended to service the general commercial needs of permanent and seasonal residents. To sustain the existing and long-term market demands for commercial goods and services, properties designated "CG" are not intended to be used for long-term residential uses, manufacturing of goods, or other activities that may generate nuisance impacts, including glare, smoke or other air pollutants, noise, vibration or major fire hazards, or other impacts generally associated with more intensive industrial uses. The "CG" designation is intended to accommodate retail, service, and other commercial uses, commercial hotels, motels, bed and breakfast establishments, other commercial transient living

accommodations, as well as multiple-family (MF) short-term residential uses. The LDC shall establish provisions regulating specific land uses. The following maximum development standards shall be applied to future development within "CG" designated areas:

TABLE 1-7: GENERAL DEVELOPMENT STANDARDS FOR "CG" DESIGNATED LAND			
Use	Max. Height	Max. Density (units/acre)	Max. Floor Area Ratio
Short-Term Multi-Family Residential	50'4 stories	Up to 16.90	N/A
All other permitted uses or mixes of uses as described in Policy 1-2.3.2	50'4 stories	N/A	1.3

Policy 1-2.3.3: Commercial Trades and Services (CTS). The "CTS" designation is intended to accommodate small to moderate sized higher intensity commercial services related to the construction industry, machine and other power equipment, durable goods repair and service, warehousing, boat repair and service, vehicle service and repair, and similar commercial trades and services. These types of uses are generally concentrated in the western part of the City, along Mountain Drive as delineated on the FLUM. The "CTS" designation is not intended to accommodate any short-term or long-term residential land uses, commercial hotels, motels, bed and breakfast establishments, or other commercial transient living accommodations, manufacturing of goods or other activities that may generate nuisance impacts, including glare, smoke or other air pollutants, noise, vibration or major fire hazards, or other impacts generally associated with more intensive industrial uses. The following maximum development standards shall be applied to future development within "CTS" designated areas:

TABLE 1-8: GENERAL DEVELOPMENT STANDARDS FOR "CTS" DESIGNATED LAND			
Use	Max. Height	Max. Density (units/acre)	Max. Nonresidential Floor Area Ratio
Commercial trades and services as described in Policy 1-2.3.3 (No residential uses allowed, except for custodian or night-watchman residence)	35'3 stories	1.00 per development	1.30

OBJECTIVE 1-2.4: ESTABLISH MIXED USE LAND USE DESIGNATIONS. The mixed use FLUM designations shall be established as defined herein. Supportive community facilities and accessory land uses may be located within areas designated for mixed use development. The allocation of land for mixed use development shall be compatible with goals, objectives, and policies identified in the Comprehensive Plan and shall be consistent with established pattern of legally established mixed use land uses. The following policies provide an explanation of the purpose, intent, and character of the mixed use and commercial land use designations.

Policy 1-2.4.1: Residential, Office, and Institutional (ROI). The "ROI" designation is designed to accommodate business and professional offices; as well as single-family (SF) and multiple-family (MF) long-term residential uses; and institutional uses listed in Policy 1-2.7.1. The "ROI" designated land shall only be allowed to develop as commercial hotel, motel, bed and breakfast establishments, other commercial transient living accommodations or short-term residential uses if the subject properties abut or are located south of Harbor Boulevard/Emerald Coast Parkway as delineated on the FLUM. The primary intent of such LDC standards and criteria shall be to preserve a smooth transition in development density and intensity. This land use Policy designation expressly excludes general retail sales and services (unless integrated as part of a PUD), warehousing, and outside storage. Furthermore, this Policy designation is intended for areas which:

1. Have access to a major thoroughfare and all required urban services.
2. Contain sufficient land area to accommodate good principles of urban design, including sufficient land area to provide adequate landscaping and buffers to separate existing as well as potential future adjacent land uses of differing intensity.
3. Accommodate limited residential uses as described herein as well as business and professional office buildings, including financial institutions, and medical facilities as regulated in the LDC.

The LDC shall include performance standards requiring appropriate perimeter landscaping and screening consisting of an upper story tree canopy and lower story hedge or shrubbery, and/or an aesthetic decorative fence or wall to ensure privacy and to promote compatibility among existing and anticipated future residential uses and office developments. Design techniques such as landscaping, screening and buffering shall be applied to ensure smooth transition in residential structure types and densities. The following maximum development standards shall be applied to future development within "ROI" designated areas:

TABLE 1-9: GENERAL DEVELOPMENT STANDARDS FOR "ROI" DESIGNATED LAND

Use	Max. Height	Max. Density (units/acre)	Max. Nonresidential Floor Area Ratio
Single-Family	35'3 stories ²	Up to 9.00	N/A
Multi-Family	50'4 stories	Up to 12.00	N/A
All other permitted uses or mixes of uses as described in Policy 1-2.4.1	35'3 stories ²	N/A	0.5

*ROI - TD—30'3 stories

¹ Residential SF and MF short-term residential uses are only allowed on properties that abut or are located south of Harbor Boulevard/Emerald Coast Parkway.

² The maximum height by right shall be 35 feet and three stories, except properties with non-residential uses that abut Harbor Boulevard/Emerald Coast Parkway, in which case height may be extended to a maximum of 50 feet and four stories.

Policy 1-2.4.2: Crystal Beach Resort (CBR). The "CBR" designation provides for residential and limited nonresidential uses. Both permanent long-term and short-term residential uses are permitted. Commercial hotels, motels, bed and breakfast establishments, and other commercial transient living accommodations shall be allowed. Nonresidential uses shall include places of worship, community buildings, public facilities, schools, libraries, post offices, childcare centers, clubhouses, museums, visual and performance arts buildings, neighborhood retail commercial goods and services not exceeding 5,500 square feet designed primarily to serve the needs of the Crystal Beach resort area, offices, medical and dental clinics, laundries and dry cleaning drop off centers, banks, fitness centers, dinner clubs and restaurants. The following maximum development standards shall be applied to future development within "CBR" designated areas:

TABLE 1-10: GENERAL DEVELOPMENT STANDARDS FOR "CBR" DESIGNATED LAND			
Use	Max. Height	Max. Density (units/acre)	Max. Floor Area Ratio
Single-Family Residential	30'3 stories	Up to 6.00	N/A
Multi-Family Residential	50'4 stories	Up to 12.00	N/A
All other permitted uses and mixes of uses as described in Policy 1-2.4.2	50'4 stories	N/A	0.7

Policy 1-2.4.3: Mixed Use (MU). The "MU" designation provides an intense mix of residential and nonresidential uses within the Town Center, Calhoun, North and South Harbor, Gulf Resort, Bay Resort, and a small area within the Holiday Isle Planning Areas. The intent of the "MU" designation is to promote innovative arrangements of development types in strategically located areas of the City that have or are planned to accommodate a mixture of residential and commercial activities in close proximity to each other, achieve compact development, and reduce total trips on the roadway system.

The "MU" FLUM designation allows an intense mixture of residential and commercial activity. Residential uses shall include long-term and short-term residential uses. The LDC shall describe a comprehensive list of other allowable nonresidential uses, such as medical related facilities, retail establishments, general commercial uses, offices, commercial hotels, motels, bed and breakfast establishments, other commercial transient living accommodations, and recreational uses. The following policies shall apply to the respective mixed use areas identified below:

1. **Town Center Mixed Use (TCMU).** The "TCMU" shall be a focal point for reinvestment in a community mixed use anchored by the Main Street Corridor. Objective I-3.3 and Policies 1-3.3.1 through 1-3.3.3 and 1-3.3.5 identify a management framework for initiating new regulations and public investment strategies for the Town Center. No other provisions within this Plan, land within the Town Center shall not be allowed to include short-term residential unless the properties have direct or secondary access to Harbor Boulevard. Permitted uses are multi-family residential density single family (not less than 7 units per acre), retail, service, restaurant, office, commercial uses and civic where High Density Single Family Uses are not permitted shall be specified in the Town Center Master Redevelopment Plan. The following maximum development standards shall be applied to future development within Town Center Mixed Use:

TABLE 1-11: GENERAL DEVELOPMENT STANDARDS FOR "TCMU" DESIGNATED LAND

Use	Max. Height	Max. Density (units/acre)	Max. Floor Area Ratio
Single-Family Residential	35'/3 stories	Up to 9.00	N/A
Multi-Family Residential	50'/4 stories	Up to 24.00	N/A
All other permitted uses and mixes of uses as described in Policy 1-2.4.3 subsection 1	75'/6 stories	N/A	1.5

2. The **Calhoun** area is envisioned as a walkable, medium-scale resort-mixed use area. It also provides a transition between the South Harbor Mixed Use area and U.S. 98 to the south, the "Old Destin Area" to the northeast, and Clement Taylor Park to the north. In the intermediate future, this area is intended to undergo redevelopment. Planned developments that increase pedestrian connectivity, east-west vehicular connectivity, and parks or open space shall be encouraged. The Calhoun area has an excellent tree canopy and before major new development occurs, it is important the tree preservation ordinance be enhanced to ensure the lush character of this area continues even as new development occurs. The area shall redevelop as a mixed use area, accommodating primarily medium to high density long-term and short-term residential uses. Commercial hotels, motels, bed and breakfast establishments, and other commercial transient living accommodations shall be allowed. Permitted nonresidential uses shall include neighborhood retail commercial goods and services not exceeding 5,500 square feet, offices, water dependent activities, restaurants, and similar activities as shall be defined in the LDC. This area also permits appropriately scaled institutional uses.
 - a. **Calhoun Mixed Use (CMU).** The "CMU" area is bounded on the north by Clement Taylor Park, on the east by Calhoun Avenue, on the south by the north property line of parcel #00-2S-22-0630-0000-11A2; and on the west by the Bay. The following maximum development standards shall be applied to future development within the "CMU" area:

TABLE 1-12: GENERAL DEVELOPMENT STANDARDS FOR "CMU" DESIGNATED LAND

Use	Max. Height	Max. Density (units/acre)	Max. Floor Area Ratio
Single-Family Residential	35'3 stories	Up to 6.00	N/A
Multi-Family Residential	50'4 stories	Up to 12.00	N/A
All other permitted uses and mixes of uses as described in Policy 1-2.4.3 subsection 2	50'4 stories	N/A	0.5

- b. **Calhoun Mixed Use - Village (CMUV).** The "CMUV" area is depicted on the FLUM (Map 1-1). The following maximum development standards shall be applied to future development within the "CMUV" area:

TABLE 1-12: GENERAL DEVELOPMENT STANDARDS FOR "CMUV" DESIGNATED LAND			
Use	Max. Height	Max. Density (units/acre)	Max. Floor Area Ratio
Single-Family Residential	35'3 stories	Up to 9.00	N/A
Multi-Family Residential	50'4 stories	Up to 12.00	N/A
All other permitted uses and mixes of uses as described in Policy 1-2.4.3 subsection 2*	50'4 stories	N/A	0.5

* May include Single Family as part of a Planned Unit Development.

3. **South Harbor Mixed Use (SHMU).** The "SHMU" area is that area extending along the north shoreline of the Harbor from the western boundary of the High Density Residential district, and heading west to the East Pass, together with that property bounded by Harbor Boulevard on the south, Calhoun Avenue on the east, the Bay on the west, and the southern boundary of the Calhoun Mixed Use district on the north. These boundaries are delineated on FLUM (Map 1-1). The "SHMU" area is intended to accommodate a festive mixed use market place. The City should encourage tourist commercial development designed to preserve waterfront views, preserve water dependent activity, foster a pedestrian-oriented environment, and promote convenient public access to the planned Harbor Boardwalk and charter fishing opportunities for the public. A major intent of the Comprehensive Plan is to preserve the "SHMU" area as a world-class fishing Village open to the public. Permitted uses include commercial transient living accommodations, retail, service, restaurant, office, similar commercial uses, and short-term residential uses.

Long-Term Residential uses shall be prohibited within the "SHMU" area, unless such residential developments incorporate a minimum of 4,500 square feet of "publicly leasable commercial space" (e.g. retail, office, restaurant, etc.). The term "publicly leasable commercial space" shall mean space that is open to the public to lease and use and not a space or use that is exclusively for the owners or guests of the residential development in question. The purpose of requiring this minimum publicly leasable commercial space is to foster and encourage access by the public to the development and the planned Harbor Boardwalk. Additionally, parcels having frontage on the Harbor shall provide in their development a commercial storefront equal to a minimum of 50 percent of the width of the property along the harbor front. Such commercial storefront may be distributed between the first three floors of the building facing the harbor and all three floors must be accessible by pedestrians from the Harbor side of the development. However, commercial hotel, motel, bed and breakfast establishments, other public lodging, and short-term residential uses are encouraged.

Within the "SHMU" area, there is hereby established a Harbor Residential sub-area (Map 1-1a). The Harbor Residential sub-area shall commence from the western property line of parcel #00-2S-22-0700-000D-0010 to the eastern property line of parcel #00-2S-22-0698-0000-0020. Properties within the Harbor Residential sub-area are not required to incorporate a minimum of 4,500 square feet of "publicly leasable commercial space" (e.g. retail, office, restaurant, etc.) when building a single-family detached residence. However, properties located in Harbor Residential sub-area that seek development approval for projects containing multifamily residential dwelling units shall be required to incorporate 3,000 sq. ft. of "publicly leasable commercial space" (e.g. retail, office, restaurant, etc.):

"SHMU" area LDC regulations shall implement urban design principles that achieve a harmonious general appearance. The LDC regulations shall address, but are not limited to, pedestrian amenities; perimeter landscape and landscaped buffers; fenestration (rooflines, windows, and dormers), and other design factors that reinforce land use compatibility and pedestrian-oriented activity. The regulatory process should encourage that development reinforces public access to the waterfront. The LDC regulations for the "SHMU" area shall encourage opportunities for recreational, and commercial activities uses, protect property rights, protect the environment, and foster a festive market place. The following maximum development standards shall be applied to future development within the "SHMU" area:

TABLE 1-13: GENERAL DEVELOPMENT STANDARDS FOR "SHMU" DESIGNATED LAND¹

Use	Max. Height	Max. Density (units/acre)	Max. Floor Area Ratio*
Single-Family Residential	30'/3 stories	9.00	N/A
Multi-Family Residential	50'/4 stories	24.00	N/A
All other permitted uses and mixes of uses as described in Policy 1-2.4.3 subsection 3	75'/6 stories ¹	N/A	1.5

¹ *Harbor Waterfront Building Height.* Notwithstanding Table 1-13, Buildings in SHMU within the "Harbor Waterfront" area, as defined in the Glossary, that have an elevation facing the waterfront must stepback 20 feet after the fourth floor or 50 feet, whichever is lower. Building height within the "Harbor Waterfront" area shall be measured using the Average Grade Method as defined in the Glossary, herein.

4. **North Harbor Mixed Use.** The "NHMU" area is bounded on the south by Harbor Boulevard and on the west by Calhoun Avenue. The north boundary of the "NHMU" area is an irregular line that is generally formed by Zerbe Street, Palmetto Place, Mountain Drive, extending eastward to Benning Drive, and then extending southeasterly along the rear property lines of lots fronting on Sea View Circle, and then extending southeasterly along the rear property lines of lots fronting on the north side of Harbor Boulevard to Beach Drive. Beach Drive forms the eastern boundary of the "NHMU" area. These boundaries are delineated on FLUM (Map 1-1).

The "NHMU" area is intended to complement the "SHMU" festive market place and shall accommodate retail, service, restaurant, office, commercial uses, long-term residential uses as well as short-term residential uses, commercial hotels, motels, bed and breakfast establishments, and other commercial transient living accommodations. This area also permits appropriately scaled institutional uses.

Regulatory programs should ensure a pedestrian environment that is responsive to transit trolley system initiatives set forth in the Transportation Element, and require pedestrian accessways that safely link the areas north and south of Harbor Boulevard between the East Pass and Beach Drive. Finally, the regulations should consider requiring ground level commercial retail and service opportunities along the north side of Harbor Boulevard.

The following maximum development standards shall be applied to future development within the "NHMU" area:

TABLE 1-14: GENERAL DEVELOPMENT STANDARDS FOR "NHMU" DESIGNATED LAND			
Use	Max. Height*	Max. Density (units/acre)	Max. Floor Area Ratio*
Single-Family Residential	35'/3 stories	Up to 9.00	N/A
Multi-Family Residential	50'/4 stories	Up to 24.00	N/A
All other permitted uses and mixes of uses as described in Policy 1-2.4.3 subsection 4	75'/6 stories	N/A	1.5

* An increase in maximum height up to 60 feet is available for non-residential properties that provide publically accessible structured parking.

5. **Gulf Resort Mixed Use (GRMU).** The "GRMU" area is a major mixed use resort destination. This area is the City's most intensely developed area for commercial transient accommodations and short-term residential uses. Commercial hotels, motels, bed and breakfast establishments, other commercial transient living

accommodations, retail, service, restaurant, office, and commercial uses long-term and short-term residential, are allowed uses in the "GRMU" area. The area is largely built out and in the future the area is anticipated to undergo infill and redevelopment. The following maximum development standards shall be applied to future development within the "GRMU" areas:

TABLE 1-15: GENERAL DEVELOPMENT STANDARDS FOR "GRMU" DESIGNATED LAND

Use	Max. Height	Max. Density (units/acre)	Max. Floor Area Ratio
Single-Family	50'4 stories	Up to 9.00	N/A
Multi-Family Residential	50'4 stories	24.00	N/A
All other permitted uses and mixes of uses as described in Policy 1-2.4.3 subsection 5	65'5 stories	N/A	1.3

6. **Holiday Isle Mixed Use (HIMU).** The "HIMU" area is an intense mixed use resort area located on the east side of Holiday Isle. The area comprises the western edge of the high intensity mixed use resort area and is comprised of tourist accommodations and short-term residential uses. Commercial hotels, motels, bed and breakfast establishments, other commercial transient living accommodations, service, restaurant, office, and commercial uses, and long-term and short-term residential are allowed uses in the "HIMU" area. The area is largely built out and in the future the area is anticipated to undergo limited infill. The following maximum development standards shall be applied to future development within the "HIMU" areas:

TABLE 1-16: GENERAL DEVELOPMENT STANDARDS FOR "HIMU" DESIGNATED LAND

Use	Max. Height	Max. Density (units/acre)	Max. Floor Area Ratio
Single-Family	50'4 stories	Up to 9.00	N/A
Multi-Family Residential	50'4 stories	16.90	N/A
All other permitted uses and mixes of uses as described in Policy 1-2.4.3 subsection 6	50'4 stories	N/A	1.3

7. **Bay Resort Mixed Use (BRMU).** The "BRMU" area is that area lying east of the Village and Town Center Planning Areas and North of the Gulf Resort and Crystal Beach Planning Areas. The "BRMU" area is intended to be applied to those properties annexed into the City from Okaloosa County that have a MU-1 or MU-2

future land use designation. The intent of "BRMU" designation is to accommodate a mixture of residential, retail, restaurant, service, hotels, motels, bed and breakfast establishments, other commercial transient living accommodations, office, commercial and recreational uses. The percentage distribution of residential component of the "BRMU" designation shall be a minimum of 75 percent to a maximum of 95 percent of the total area designated as BRMU on the FLUM (Map 1-1). The percentage distribution of non-residential component of the "BRMU" designation shall be a minimum of 5 percent to a maximum of 25 percent of the total area designated as BRMU on the FLUM (Map 1-1). The following maximum development standards shall be applied to future development within the "BRMU" area:

TABLE 1-22: GENERAL DEVELOPMENT STANDARDS FOR "BRMU" DESIGNATED LAND			
Use	Max. Height	Max. Density (units/acre)	Max. Floor Area Ratio
Single-Family Residential	35'/3 stories	Up to 9.00	N/A
Multi-Family Residential	50'/4 stories	Up to 16.90	N/A
All other permitted uses and mixes of uses as described in Policy 1-2.4.3 subsection 7	50'/4 stories	N/A	0.6

OBJECTIVE 1-2.5: ESTABLISH INDUSTRIAL LAND USE DESIGNATION. The FLUM (Map 1-1), shall delineate land for existing and anticipated future industrial needs and requisite support services.

Policy 1-2.5.1: Industrial (IN). The Industrial (IN) designation is designed to accommodate arrangements of industrial and limited commercial development types, with the intent to promote natural resource enhancement and to promote open spaces around buildings. Density is not provided within this FLUM designation, and therefore, residential uses are prohibited, including short-term residential uses. This provision shall not prohibit residences for night watchmen or custodians whose presence on industrial sites is necessary for security purposes. The industrial land use designation shall be allocated to industrial sites accessible to Airport facilities, and/or major thoroughfares. The sites shall be buffered from residential neighborhoods. The allocation of land use designations should provide a high priority to industry's frequent need for strategically located lands which are accessible to air and highway transport facilities, as well as labor markets and necessary urban services. The industrial (IN) designation is intended to provide strategically located sites principally within the southeast quadrant of Main Street and Airport Road. The City shall work with industrial interest groups to pursue selective industrial expansion as set forth herein in Policy 1-1.4.3.

Industrial uses include: Manufacturing, assembling and distribution activities; warehousing and storage activities; general commercial activities, and other similar land uses that shall be regulated through appropriate LDC procedures and substantive Policy. Potentially harmful environmental impacts shall be mitigated prior to development approval. These uses typically generate heavy truck traffic, require significant acreage, are difficult

to screen and buffer from residential areas, and therefore, should be located in more sparsely developed unincorporated areas. The following maximum development standards shall be applied to future development within "IN" areas:

TABLE 1-17: GENERAL DEVELOPMENT STANDARDS FOR "IN" DESIGNATED LAND			
Use	Max. Height	Max. Density (units/acre)	Max. Floor Area Ratio
Single-Family and Multi-Family Residential (Prohibited)	N/A	N/A	N/A
Industrial Uses	35'3 stories	N/A	1.30

OBJECTIVE 1-2.6: ESTABLISH AIRPORT LAND USE DESIGNATION. The FLUM (Map 1-1), shall delineate land for the existing Airport and including fixed base operations and other related Airport facilities and operations.

Policy 1-2.6.1: Airport (A). The Destin-Fort Walton Beach Airport shall be designated "A" on the FLUM (Map 1-1). The Airport is intended to accommodate Airport terminal, fixed base operators, Airport hangars, landing, take off or surface maneuvering of aircraft, including, but not limited to, requisite Airport infrastructure such as runways, taxiways, ramps and aprons. The Federal Aviation Administration (FAA) Regulations shall govern placement and specifications of structures within this area. The LDC shall establish the permitted uses and applicable restrictions within the air operations area to include buffering along the exterior perimeter of the Airport property. No LDC height regulations shall apply to the control tower. The following maximum development standards shall be applied to future development within "A" areas:

TABLE 1-18: GENERAL DEVELOPMENT STANDARDS FOR "A" DESIGNATED LAND			
Use	Max. Height	Max. Density (units/acre)	Max. Floor Area Ratio
Single-Family and Multi-Family Residential (Prohibited)	N/A	N/A	N/A
Airport Uses	35'3 stories	N/A	1.30

Within one year from Plan adoption, Destin shall coordinate land use issues impacting the airport with the Federal Aviation Administration (FAA) and Okaloosa County, as appropriate, in order to accomplish the following objectives:

1. Foster use of Destin-Fort Walton Beach Airport in a manner that contributes to the development of the City's economic base through selective pursuit of industry consistent with Policy 1-1.3.3.
2. Promote safe operation of aircraft through:

- a. Efficient use of airspace in relation to the surrounding land use within the Airport environs (i.e., within the noise contours and clear zone).
 - b. Promote fire safety to protect surrounding land uses, especially nearby residential neighborhoods.
 - c. Ensure that airport improvements accommodate operationally compatible aircraft and do not cause increased safety risks due to resultant expansion of noise contours and flight patterns inconsistent with established and projected land use patterns, or increased risk of accidents.
 - d. Ensure that new development within noise zones includes sound insulation consistent with best management practices for noise attenuation as may be established by the FAA or the Standard Building Code.
3. Achieve compatible Airport and industrial development by adoption of an Airport Master Plan that ensures compatibility of Airport uses with surrounding land use, through:
- a. Proper control of land uses that protects airport operations, avoids encroachment into environmentally sensitive areas, and ensures compatibility with nearby residential land uses, and reduces noise impacts outside the Airport property.
 - b. Preservation of the ecologically unique terrestrial wetlands on the property and perimeter buffer areas around the entire Airport property.
 - c. Promotion of aviation activity compatible with community needs and characteristics.

OBJECTIVE 1-2.7: ESTABLISH INSTITUTIONAL LAND USE DESIGNATIONS. The FLUM (Map 1-1) shall allocate land resources for institutional facilities and services as specified in the Policies established below. The sites shall be compatible with adjacent land uses to the greatest practical extent. The sites shall also fulfill the unique site location requirements included in respective functional plans and shall be responsive to the needs identified in related demographic and supportive needs analysis.

Policy 1-2.7.1: Institutional (INST). The intent of the "INST" is to accommodate public and semi-public facilities and services, promote natural resource enhancement and promote open spaces around buildings. Typical uses accommodated within this FLUM designation include but are not limited to the following uses, together with customary accessory uses that are incidental and subordinate the principal use and comply with LDC regulations impacting accessory uses:

- 1. Essential public services/facilities and utilities.
- 2. Public and private/non-profit educational institutions.
- 3. Places of worship.
- 4. Public and semi-public open spaces.
- 5. Arts/cultural or civic facilities.
- 6. Hospital, nursing, convalescent, and related facilities.
- 7. Government administration buildings.
- 8. Public zoos and arboretums.
- 9. Public/non-profit parks/recreation areas.
- 10. Fire and emergency operation facilities.
- 11. Cemeteries.
- 12. Family, child, and adult day care facilities.
- 13. Other similar semi-public services identified in the LDC.

Lands designated for institutional services shall contain sufficient acreage and open space and be properly screened and buffered to minimize potential adverse impacts on adjacent land uses. The City shall monitor the need for increased land area for institutional uses as well as redevelopment needs. The City shall assure that the institutional land use designation on the FLUM (Map 1-1) is expanded to accommodate the development and redevelopment of public and semi-public facilities such as governmental administration buildings; fire, police and rescue services; educational institutions and similar public uses. Land uses such as places of worship, cultural or civic centers, and other similar public or private not-for-profit uses may be included within this land use designation or within other land use designations as provided for in the LDC. The following maximum development standards shall be applied to future development within "INST" areas:

TABLE 1-19: GENERAL DEVELOPMENT STANDARDS FOR "INST" DESIGNATED LAND			
Use	Max. Height	Max. Density (units/acre)	Max. Floor Area Ratio
Single-Family and Multi-Family Residential (Prohibited)	N/A	N/A	N/A
Institutional Uses	35'3 stories	N/A	0.50

Policy 1-2.7.2: Recreation (REC). The "REC" land use provides for publicly and privately owned property and facilities, with the intent to promote natural resource enhancement and to promote open spaces around buildings. No permanent or transient residential development is allowed within this FLUM designation. The LDC shall provide specific regulations for managing development of lands designated "REC."

1. Active recreation areas include beach parks, boat launching facilities, parks, basketball courts, tennis courts, baseball and softball fields, meeting halls and the like. The intensity of development of such sites shall be limited to 75 percent of impervious surface for the site, and be consistent with all setbacks, parking, landscaping, and open space requirements as defined within the LDC. Also, buffering to prevent intrusive noise, light, glare, vibration or other nuisance factors shall be required on all newly developed recreation sites.
2. Passive recreation areas include open spaces, wilderness and wetlands preserves, scenic vistas, parks, and Clement Taylor Park.
3. Development of all locally-owned public recreation facilities within the City shall be reviewed and approved by the City Council prior to development of such site.

The following maximum development standards shall be applied to future development within "REC" areas:

TABLE 1-20: GENERAL DEVELOPMENT STANDARDS FOR "REC" DESIGNATED LAND			
Use	Max. Height	Max. Density (units/acre)	Max. Floor Area Ratio

Single-Family and Multi-Family Residential (Prohibited)	N/A	N/A	N/A
Recreation Uses	35'3 stories	N/A	.20

OBJECTIVE 1-2.8: CONSERVATION LAND USE DESIGNATION. The FLUM (Map 1-1), shall identify lands that are environmentally fragile for long-term preservation by designating them as "CON." Environmentally fragile lands shall be referred to as conservation resources, which are defined in Rule 9J-5.003(30), Florida Administrative Code. The protection and preservation of conservation resources shall be achieved through the implementation of the following Policies.

Policy 1-2.8.1: Conservation (CON). The FLUM shall designate lands that are natural and coastal resources as "CON." It is the intent of the "CON" land use designation to provide for the long-term protection and preservation of environmentally sensitive natural resource systems. The LDC shall be amended to ensure no development is permitted within "CON" designated areas, other than beach accessways, such as dune walkovers, parking, docks, restroom facilities, and passive recreation. The City shall have the option of obtaining a conservation easement from the property owner(s) to protect lands that are demonstrated to be environmentally sensitive. The following maximum development standards shall be applied to future development within "CON" areas:

TABLE 1-21: GENERAL DEVELOPMENT STANDARDS FOR "CON" DESIGNATED LAND				
Use	Max. Height	Max. Density (units/acre)	Minimum Open Space	Max. Floor Area Ratio
Single-Family and Multi-Family Residential (Prohibited)	N/A	N/A	N/A	N/A
Conservation Uses	15'1 story	N/A	80%	.05

Areas covered by a conservation easement shall be treated the same as areas designated as "CON" on the FLUM (Map 1-1). The developer of lands adjacent to areas designated "CON" shall bear the burden of proof in determining that proposed development will not adversely impact conservation resources.

OBJECTIVE 1-2.9: SCHOOL SITING. The FLUM shall accommodate schools at locations that minimize impacts to adjacent residential land use, that provide safe and efficient access to school sites, and that create compatibility between the size (mass and height) of the school facility and adjacent residential land uses.

Policy 1-2.9.1: Suitable Locations for Schools. Schools shall be located where a school type will be compatible with the following FLUM designations situated outside of a Coastal High Hazard Area (as defined within the Comprehensive Plan):

1. **Elementary Schools (i.e., Primary and Intermediate):** Institutional or Residential/Office/Institutional Mixed

Use District. A site should be of a size consistent with current Florida Department of Education standards for minimum acreage and shall have public water and sewer facilities.

2. **Secondary Schools (i.e., Middle and High):** Institutional or Residential/Office/Institutional Mixed Use District. A site should be of a size consistent with current Florida Department of Education standards for minimum acreage, shall be located with direct access to a collector or arterial roadway without school-related traffic impacting local roads servicing residential neighborhoods, and shall have public water and sewer facilities. A school site shall contain sufficient acreage to accommodate landscaping and/or buffer walls adjacent to any abutting residential areas. The Land Development Code may include standards for schools, consistent with the City's Comprehensive Plan.

Policy 1-2.9.2: Co-Location of Facilities. The City of Destin will continue to coordinate with the Okaloosa County School Board regarding the use of outdoor facilities at Destin Elementary School for public recreation activities. To maximize use of public facilities in Destin, the City shall consider co-location of schools, public facilities, parks and other institutional uses where feasible, practical, safe and beneficial to the City and the School Board.

(Ord. No. 07-04-PC, § 3, 10-15-2007; Ord. No. 07-070PC, § 3, 10-15-2007; Ord. No. 07-08-PC, § 3, 10-15-2007; Ord. No. 07-09-PC, § 3, 10-15-2007; Ord. No. 07-13-PC, §§ 6, 7, 10-15-2007; Ord. No. 07-37-PC, § 3, 4-7-2008; Ord. No. 08-13-PC, § 4, 9-2-2008; Ord. No. 15-17-PC, 6(Exh. A), 3-7-2016; Ord. No. 17-22-PC, § 6(Exh. 1), 4-2-2018)

SECTION 1-3: FUTURE LAND USE ELEMENT IMPLEMENTATION.

GOAL 1-3: IMPLEMENTING LAND USE GOALS AND OBJECTIVES. CONTINUE TO MONITOR AND EVALUATE DEVELOPMENT AND RESOURCE CONSERVATION WITHIN THE CITY PURSUANT TO GOALS, OBJECTIVES, AND POLICIES OF THE COMPREHENSIVE PLAN FUTURE LAND USE ELEMENT AND CARRY OUT AN EFFECTIVE IMPLEMENTATION PROGRAM.

OBJECTIVE 1-3.1: CONCURRENCY MANAGEMENT. The City shall continue to implement the concurrency management system included in Chapter 12: Administration Element (Chapter 163, Pt. 1, Florida Statutes).

Policy 1-3.1.1: Concurrency Evaluation System. The City shall require that all developments requiring a development permit (as defined in § 163.3164, Florida Statutes, including Comprehensive Plan amendments) comply with Comprehensive Plan Concurrency Management System objectives and Policies in Chapter 9. The City shall maintain a continuing record of available capacity provided by infrastructure systems, including roadways, water and sewerage, drainage, solid waste, and recreation and open space. The City's monitoring and evaluation system shall include a record of current estimates for demand on the designed capacity of each system. The City shall include a record of committed developments together with the projected increment of demand placed on each infrastructure component. This concurrency management tracking system shall provide a balance sheet noting current supply and capacity available to serve future development and redevelopment. The City shall continue to coordinate with Okaloosa County and shall maintain a concurrency management system that accounts for all City development as well as Okaloosa County development that impacts City infrastructure.

OBJECTIVE 1-3.2: MANAGE AND COORDINATE FUTURE LAND USE DECISIONS. The City shall continue to enforce land development regulations, including performance standards that ensure that land development activities, resource conservation, and infrastructure issues are effectively coordinated and managed. Effective coordination shall include timely coordination with County, regional, and State agencies having jurisdictional authority.

Management of land and physical improvements identified on the FLUM will be regulated to protect and/or conserve topography, soil conditions, vegetation, natural habitat, public potable water wellfields, and other environmentally sensitive land and water resources. Land use shall also be predicated on availability of infrastructure and service systems required to support respective land use activities. The FLUM and related Policies identified in Section 1-2, Future Land Use Map, provide definitions of land use designations and qualitative standards that shall be applied in allocating future land uses.

Policy 1-3.2.1: Future Development. The LDC shall contain provisions that ensure that all future development is consistent with each Element of this Comprehensive Plan.

Policy 1-3.2.2: Land Development Code (LDC). The City's existing LDC shall be amended to implement regulatory policies contained within each element of the Comprehensive Plan. Whenever there are two or more mandated regulations governing one activity, the more stringent regulation shall apply. This provision relates to local, state and federal regulations and standards.

Policy 1-3.2.3: Density/Intensity Standards. The City shall continue to enforce the LDC requirements mandating that residential density and nonresidential intensity is consistent with the Comprehensive Plan, including the FLUM, where applicable.

Policy 1-3.2.4: Performance Standards. The following performance standards incorporated in the LDC shall be updated and refined as needed to reflect accepted best management principles and practices. Application review functions shall be carried out by the City Manager or designee, using, as needed, other professionals with demonstrated expertise required to effectively analyze proposed development. Rezoning, Future Land Use Map amendments, Major Developments, and Master Developments Plan applications require final approval by City Council. The land development code shall include measures to implement the provisions of the Housing, Public Facility, Conservation and Coastal Management, and Capital Improvements Elements, including wetland protection, open space preservation, potable wellfield protection, stormwater management, control of sedimentation and soil erosion, and other applicable policies requiring implementation through the land development code.

Policy 1-3.2.5: Mixed Use Developments. Within one year from Plan adoption, the LDC shall be amended to include provisions intended to implement Comprehensive Plan mixed use goals, objectives and policies. The LDC shall implement programs directed at advancing the mixed use development provisions within the Comprehensive Plan and illustrated on the FLUM. The provisions shall, at a minimum, contain:

1. LDC provisions governing total floor area ratio, lot coverage requirements, height variations, setbacks, elevations, rooflines, and other design features shall be designed to implement Policies addressing land use transition, compatibility, and consistency with goals, objectives, and Policies of the Comprehensive Plan. Design criteria shall also be included in the LDC to assist in implementing these Plan initiatives.
2. Planned Unit Developments (PUD) shall be designed to provide innovative design. The city will develop a revised and more robust PUD ordinance to guide the development of mixed-use projects and larger sites that require more sensitive planning and quality place-making.

OBJECTIVE 1-3.3: IMPLEMENT THE CRA PLAN, INCLUDING ESTABLISHING A MIXED USE TOWN CENTER. The City shall implement the CRA Plan, which shall serve as the City's policy for redevelopment of the designated areas, including a mixed use Town Center that is anchored by the Main Street corridor. The plan includes an

office/residential district for the northeast area of the redevelopment area that allows and encourages a compatible mix of office and multiple-family residential uses and establishes incentives for affordable housing. This objective shall be measured by implementation of the following Policies.

Policy 1-3.3.1: CRA Building Forms, Grid System, Pedestrian Environment, and Park. Coordinate and work with property owners and the development community to implement a master redevelopment plan. Support a more concentrated development pattern that provides external and internal linkages with the grid street pattern and/or contiguous uses. Implement the streetscape program for the Main Street gateway and corridor consistent with the street cross section illustrations for Main Street, both south and north of the Post Office. Establish a pedestrian friendly environment that is attractive and entertaining for local residents and community guests. Development should be, to the extent feasible, internally oriented, rather than exclusively facing the Harbor Boulevard corridor. Evaluate the feasibility of establishing a neighborhood park utilizing the small lake east of Main Street north of the electric power easement, and south of Airport Road.

Policy 1-3.3.2: CRA Architectural Design Criteria. Use architectural design criteria to ensure the area provides a pleasant, interesting and compatible design atmosphere. In addition to streetscape improvements, the LDC shall include design criteria addressing unified architectural themes and improved appearance of signage. Design criteria shall provide specific guidance regulating height, bulk, lot sizes/dimensions, and other components of design. Such standards shall address architectural, landscape architectural, signage, and site design criteria for new developments as well as for proposed changes in land use. The architectural theme and implementing design criteria will assist in visually unifying the area.

Several existing and proposed developments apply elements of a "Florida Vernacular" style of development, including features, such as, but not limited to, wide sidewalks, massing, colonnades, balustrades, front porches, pitched roofs, and consistency in building materials all of which are intended to achieve a Village ambiance and pedestrian scale. The plan encourages continuation of this architectural style. Incompatible signage in terms of style, size and location negatively impacts this area of the City. Much of the tourism oriented signage along Harbor Boulevard/Emerald Coast Parkway is not the appropriate style or scale for the Town Center area. The update of the LDC shall include recommended revisions to the existing sign regulations, including a review process that considers architectural and/or appearance criteria. The LDC shall include review and approval mechanisms for implementing design criteria.

Policy 1-3.3.3: Major CRA Catalyst Projects. Catalyst projects serve to "jump start" the redevelopment process and accelerate the growth of the tax increment. Since many components of the Redevelopment Plan rely on tax increment funds, catalyst projects are a critical stimulus for plan implementation. The following projects are part of the adopted CRA Redevelopment Plan capital improvements program. Implementing the CRA Plan requires investments in the following major public improvements that are part of the capital improvements program.

1. **CRA Grid System Improvements.** Develop the "Grid system" street network within the Redevelopment Area, with particular emphasis on an east/west corridor through the middle of the area, which intersects with Main Street. Work with the Florida Department of Transportation and the local Transportation Planning Organization (i.e., Okaloosa Walton Transportation Planning Organization) to coordinate the location of the new east/west corridor (Center Street) in a manner consistent with the location and street cross-section identified in the redevelopment plan. Implement the extension of Mattie M. Kelly Road from Airport Road south to Harbor Boulevard. Establish two new north/south street corridors, including:
 - a. New north/south corridor east of the conservation area extending from Airport Road to Harbor

Boulevard.

- b. New north/south corridor from the new east/west corridor (Center Street) south to Harbor Boulevard.

The location of the latter corridor is generally east of the Shores Shopping Center. Design and construct streets, streetscape improvements and entry gateways as defined in the redevelopment plan.

2. **CRA Drainage Improvements.** Evaluate the drainage problems identified in the Findings of Necessity Study and implement recommendations to resolve those problems.
3. **New East/West Road ("Center Street").** This project is an essential component of the grid concept, a major component of the CRA Redevelopment Plan. The early development of "Center Street" could pave the way to many other proposed projects, including reinvestments in the Town Center district east of Main Street, the Office/Residential and associated medical complex, and the reconfiguration/redevelopment of the Downtown Destin Shopping Center. This should be a planned two-lane pedestrian-oriented collector.

Policy 1-3.3.4: Harbor CRA Redevelopment, Infrastructure, and Design Enhancements. Continue implementation of the Harbor CRA plan, established in 2003 and encompassing 397 acres in the southwest portion of the City north of the Destin Harbor, including the following components:

1. **Harbor Boulevard is a major gateway to the city.** The City will work together with the private sector and the Florida Department of Transportation to pursue changes to Harbor Boulevard that would improve landscaping, appearance, multimodal safety and performance. Such enhancement shall include application of community appearance criteria that reinforce good principles of design as well as preserving unique characteristics and open space for scenic vistas. The gateway improvements shall also address the implementation of streetscape amenities, enhanced signage, and intersection improvements.
2. **Develop the Capt. Royal Melvin Heritage Park and Plaza (Heritage Park).** In 2008 the City acquired land for Heritage Park along the north side of Harbor that will provide sustainable public access to the Harbor waterfront. As of late 2009, a broad variety of planning, technical, design and engineering surveys and studies have been completed. As funds become available, Heritage Park should be completed to serve as a focal point and harbor front destination for pedestrian activity in the immediate vicinity
3. **Continue land acquisition/construction of off-site parking facilities.** Purchase or enter into joint public/private partnerships to acquire land for two or three public parking facilities on the north side of Harbor Blvd. Utilize land for surface level parking until development and economics justifies the cost effectiveness of structured parking. If opportunities arise in the interim, accept public parking spaces as part of private development projects.
4. **Continue implementation of the Harbor and Bay Boardwalks.** A framework design plan has been completed for the boardwalk fronting the Harbor, extending under the Marler Bridge and extending to Clement Taylor Park. Phase I of the Harbor Boardwalk was completed in 2012. As private redevelopment occurs, construction of contiguous sections of the remaining Harbor Boardwalk and related components shall be completed in accordance with the adopted framework design plan. Related components include, but are not limited to, broad, pedestrian friendly north/south pedestrian connections to the Harbor Blvd. frontage and pedestrian system. The "boardwalk under the bridge" shall be completed by the City at such time as there are significant sections of Harbor Boardwalk completed on both the north and south sides of Harbor Blvd.
5. **Continue to implement neighborhood and pedestrian enhancements.** Neighborhood street, intersection, and drainage improvements shall be implemented per the Phase II Implementation Plan within the Harbor CRA. As private redevelopment progresses along Harbor Blvd., strongly consider implementation of

enhanced, safe crossings which could be implemented through a combination of overhead connections, traffic calming, improved lighting, and enhanced and/or controlled at-grade crosswalks. Cost of construction of such facilities should be shared by the private developer, the City, and the State.

Policy 1-3.3.5: Provide for Redevelopment Initiatives Through CRA Tax Increment Financing and Other Plan Implementation Initiatives. The success or failure of adopted Town Center and Harbor CRA Redevelopment Plans (collectively referred to as "Plans") hinges on the ability of the City to stimulate re-investment, to undertake public improvement projects, and to engender community support. The City has taken its first steps by identifying needs, evaluating alternatives, and preparing Plans to guide efforts for the next several decades. The City shall become the facilitator for the Plans' implementation. The City's responsibilities shall include serving as the catalyst for stimulating, marketing, and encouraging both public support and private participation as elaborated in the following Policies. As part of its responsibilities for maintaining and improving the CRA tax increment financing program, the City shall monitor CRA property values. These responsibilities shall include annual review, update, and evaluation of the effectiveness of the tax increment financing program including the timely processing of information by the City and County to ensure that the best interests of the City are carried forth.

1. **CRA Management Plan.** The CRA shall assess CRA manpower needs and internal funding sources to promote and market the area, review development plans, create new regulatory frameworks, leverage investment, assist small businesses, provide for special events, maintain financial integrity and, in general, provide day-to-day management and review. The City shall commit resources to the two key areas of the management plan:
 - a. Responsibility for project administration.
 - b. Target funds for project implementation, creating marketing materials, new development codes, and public and private project review.
2. **Comprehensive CRA Funding Sources.** The City shall commit resources to planning for the income and expenditures within the CRA as an integral part of CRA Redevelopment Plan implementation. The City shall manage the CRA financial plan and yearly budget estimates, project cost estimates and monitor progress in meeting proposed time frames. A variety of funding sources shall be considered, such as the following:
 - a. Tax increment trust fund.
 - b. Special assessments.
 - c. General obligation bonds.
 - d. Special revenue bonds.
 - e. Grants and loans to the CRA.
 - f. Public and private grants and loans using CDBG funds, Community Reinvestment Act funds, historic preservation funds, Small Business Administration loans, and small business facility rehabilitation loan programs, as well as other similar programs.
 - g. Fees and charges.
3. **CRA Financial Incentives.** Financial incentives may be considered as the Trust Fund gains dollars to stimulate location of new/expanding business opportunities. These alternatives shall include:
 - a. Public partnership with private development wherein the public sector installs roads, water, sewer and other infrastructure necessary to make the project feasible.
 - b. Establishing a Community Development District, Foreign Trade Zone, Community Development Corporation, or other similar programs.

c. Grants and loans to businesses/property owners.

4. **CRA Marketing and Promotion.** The effectiveness of the CRA Redevelopment Plan will largely depend on the perception of the plan by the public, prospective developers and financial backers. Colorful illustrative materials are necessary throughout plan implementation. A strong citizen involvement and public information program can only aid in the success of the entire plan. The CRA shall establish a community theme or slogan for use on City articles, or sponsor a contest for logo submittals, publish "CRA News" to residents/businesses to keep them informed, and prepare and manage an on-going "events program" to stimulate and maintain the public interest. Finally, utilize "success stories" as they develop to show that Destin is on the move.

OBJECTIVE 1-3.4: ENCOURAGE REDEVELOPMENT AND RENEWAL. In addition to Community Redevelopment Agency effort identified in Objective 1-3.3 and in the Policies that implement Objective 1-3.3, the City of Destin shall pursue redevelopment in other areas, such as the North and South Harbor Planning Areas that have a unique history, style, and look that the City seeks to preserve. The City shall maximize the use of what already exists by protecting, restoring and enhancing the existing assets, including the North and South Harbor Planning Areas. The City shall provide for the redevelopment and renewal of blighted, under-utilized, or depreciating areas through the implementation of the following Policies.

Policy 1-3.4.1: Implement Revitalization Criteria. The LDC design criteria shall be updated to assist in enhancing the identity, function, form, design, and vitality of the City, especially within the Harbor Area which provides a unique waterfront activity center within the central core area of the City. The LDC shall include performance standards to ensure that land development activities, resource conservation, and infrastructure issues throughout the City are managed to consider the needs of all the citizens of Destin. Harbor area regulations should encourage a variety of opportunities for recreational, residential, and commercial uses, protect property rights, protect the environment, foster compatible uses, and maintain the area's unique history, style, and character.

Policy 1-3.4.2: Enhance Waterfront Access. Harbor and Gulf access is a treasure to be enjoyed by all citizens of Destin. Access can be provided directly through boat ramps, docks, and piers. Access can also be provided visually through walkways, control of exotic vegetation, open space, scenic easements, and breezeways. Within one year from Plan adoption, the City shall amend the LDC to include procedures and substantive provisions that protect and ensure public access to the Harbor area, especially the waterfront and planned Harbor boardwalk. Within one year following Plan adoption, the City shall develop incentive programs to provide additional pedestrian access to the Harbor boardwalk.

Policy 1-3.4.3: Seek Grants for Improvements. Within one year from Plan adoption, the City shall apply for grants available for sidewalks, streetscaping, beautification, underground utilities, sewer lines, and reuse lines to properties in need of such improvements, and evaluate additional infrastructure needs throughout the City. This activity shall occur on a continuing basis and include annual reports regarding the status of all grant activity.

Policy 1-3.4.4: Initiate Public and Private Sector Partnerships. The City shall coordinate redevelopment issues with the private sector in promoting mobilization of public and private resources necessary to effectively carry out redevelopment efforts, especially along the Harbor and in the Town Center CRA area.

Policy 1-3.4.5: Enhance Code Enforcement. Code enforcement activities shall be continued as an integral part of the City's regulatory system to enhance resident's quality of life and enforce compliance with City Ordinances.

Policy 1-3.4.6: Prioritize Capital Improvements. The City shall prioritize its Capital Improvements funding in a manner that generally assigns first priority to the renewal and replacement of existing, obsolete, or worn out facilities to provide infrastructure capacity.

Policy 1-3.4.7: Update the Annexation Study. The City of Destin acknowledges a need to prevent urban sprawl and disjointed urban service systems. In addition, the City desires to develop a plan for managing annexation of unincorporated enclaves as well as fringe areas adjacent to the City.

Therefore, prior to the next EAR, the City, in coordination with Okaloosa County shall update its previous annexation study. The updated annexation study shall include:

1. Assessment of Okaloosa County Future Land Use Plan and associated land development potential within the unincorporated urban area together with supportive documentation.
2. Analysis of unincorporated areas within the unincorporated urban area, including:
 - a. Population and housing.
 - b. Traffic circulation system.
 - c. Water and wastewater service.
 - d. Drainage and natural water basins.
 - e. Natural features restricting development.
3. Projection of urban population and employment trends and estimated land area required to accommodate projected residential and nonresidential activities.
4. Analysis of infrastructure issues, including improvement needs based on development forecasts.
5. A determination of areas that shall logically be serviced by the City based on service costs and rational boundaries.
6. A strategy for planning and managing development within the unincorporated urban area, including annexation alternatives. The recommendations shall include but not be limited to:
 - a. Procedures for intergovernmental coordination of land use Policy governing development within unincorporated urban areas (including isolated enclaves) which are logical targets for incorporation into the City of Destin.
 - b. Policies and/or actions for developing efficient systems for: 1) delivering municipal services; 2) achieving diversification of the municipal tax base.

OBJECTIVE 1-3.5: DISCOURAGE PROLIFERATION OF URBAN SPRAWL.

There are two major elements that define whether new development is urban sprawl: location and site design.

1. Avoid Locational Sprawl: Because the City is largely developed and compactly configured most new development will occur in the form of the redevelopment in infill location which does not create any risk of locational sprawl. In considering annexation and entitlement of land within newly annexed areas, locational sprawl factors may need to be considered. To avoid locational sprawl, new development should be as close as feasible to the following criteria:
 - a. Be contiguous with existing development or as close as feasible to existing development while conserving natural systems.
 - b. Avoid or conserve natural resources, such as wetlands, floodplains, native vegetation, environmentally sensitive areas, natural groundwater aquifer recharge areas, lakes, rivers, shorelines, beaches, bays,

estuarine systems, and other significant natural systems.

- c. Connect to or utilize existing roads, transit, and utility networks.
- d. Be of sufficient size and density/intensity to justify cost-effective, efficient extension and provision of city services.*

2. **Avoid Site Design Sprawl:** The main concern of the City relative to development of areas currently within the city boundaries is site-design sprawl. These are site designs which cumulatively inhibit transportation connectivity, particularly for pedestrians, creating unnecessary travel distances between residential or lodging uses and destinations such as businesses, institutions, shopping, and transit. Barriers such as dead-end streets or cul-de-sacs, walls, fences, and pond locations can greatly increase travel distances for pedestrians and bicyclists and require them to spend more time on less comfortable routes with higher car and truck volumes. To avoid site-design sprawl, new development should adhere to the following criteria:

- a. Create and expand a connected grid of streets. Where street connections are not possible based on the configuration of adjacent properties, new development should provide street or pedestrian "stubs" to provide for future connectivity
- b. Create and expand connected pedestrian and bicycle networks that enable comfortable and direct travel. Barriers, such as stormwater ponds, walls, and fences, should avoid not inhibit direct routes for pedestrian access to neighboring properties, roads, and services.
- c. All new streets should provide comfortable pedestrian and bicycle access. Redevelopment along existing streets should provide improved pedestrian and bicycle access when feasible including shade (such as street trees), weather protection, and aesthetic improvements where appropriate.
- d. Encourage functional mix of uses which includes the location of neighborhood retail and institutions within walking and bicycling distances of homes and lodging uses.
- e. Encourage infill development and redevelopment in centers and along major transit or pedestrian-oriented corridors at densities sufficient for efficient provision of city services and for location origins and destinations within walking or bicycling distance.
- f. Encourage development of sufficient density/intensity to enable efficient provision and maintenance of city services.*
- g. Land use patterns should allow for efficient provision of city services.*
- h. Protect and conserve natural resources, such as wetlands, floodplains, native vegetation, environmentally sensitive areas, natural groundwater aquifer recharge areas, lakes, rivers, shorelines, beaches, bays, estuarine systems, and other significant natural systems.

*Note: Provision and maintenance of city services and facilities in terms of time, money, and energy facilities and services include roads, potable water, sanitary sewer, stormwater management, law enforcement, education, health care, fire and emergency response, and general government.

Policy 1-3.5.1: Development Orders and Permitting Process. Development orders and permits for all future development shall be timed and staged to assure requisite infrastructure and services are available to respective developments concurrent with the impacts of the development.

Policy 1-3.5.2: Design of Public Facilities and Utilities. Public facilities and utilities shall be located and designed to:

- 1. Maximize the efficiency of services provided.

2. Minimize adverse impacts on natural systems.
3. Minimize related costs.
4. Meet concurrency management system requirements.

Policy 1-3.5.3: Developments Not Served by Public Water and/or Wastewater Systems. All developments in areas not serviced by public water and/or wastewater systems shall be governed by applicable State laws and administrative regulations.

Policy 1-3.5.4: Accommodating Requisite Infrastructure. During the subdivision review, site plan review, and permitting processes, the City shall ensure that respective future developments allocate sufficient land area for infrastructure required to support proposed development.

Policy 1-3.5.5: Reuse of City Structures. The City shall consider the rehabilitation and reuse of City-owned structures as the preferred alternative to new construction.

Policy 1-3.5.6: Encouraging Infill Development. The City shall use its fiscal resources to encourage infill, including such actions as the installation of sewer line expansion, reuse line expansion, under grounding utilities, and similar actions. Within one year from Plan adoption, additional incentives programs shall be adopted as part of the amended LDC to encourage the reuse and improvement of marginal structures or redevelopment of land within the Town Center and Harbor CRAs.

Policy 1-3.5.7: Promote Compact Development. Although the City of Destin is a nearly built out urban area, the City is committed to establishing a more compact urban form by promoting redevelopment of its two most visible mixed use urban centers—Town Center Mixed Use and the North and South Harbor Mixed Use areas. These areas are delineated on the FLUM (Map 1-1). The compact planning strategy is further promoted and reinforced by the design of the planned multimodal transportation districts (See the Transportation Element). Within one year, the City shall amend the LDC to include site development standards consistent with discouraging urban sprawl.

OBJECTIVE 1-3.6: PREVENT INCONSISTENT LAND USE. The City shall continue to ensure that land uses, structures, and rezonings shall be consistent with the FLUM, and other applicable laws, ordinances, and administrative rules regulating land and water resource management.

Policy 1-3.6.1: Managing Future Land Use. The FLUM and related Policies together with the LDC shall be applied as a planning and management tool to prevent development of land uses which do not conform to the City's character as reflected in the City's adopted FLUM (Map 1-1).

Policy 1-3.6.2: Prohibit Expansion of Nonconforming Land Uses. The City shall continue to prohibit the expansions of nonconforming land uses. The City shall continue to prohibit development that intensifies a nonconforming use or increases or exacerbates the intensities of a nonconforming feature of building or structure. Standards shall continue to require that plans for alterations to nonconforming structures incorporate improvements to bring the subject structure into compliance to the greatest reasonable and practical extent. In no case shall any existing non-compliance be increased or exacerbated.

Policy 1-3.6.3: Noncomplying Structures and Nonconforming Uses. Within one year from Plan adoption, the City shall adopt an ordinance within the LDC which prohibits development that intensifies a nonconforming use or increases or exacerbates the intensities of a noncomplying feature of building or structure. Standards shall

continue to require that plans for alterations to non-complying structures incorporate improvements to bring the subject structure into compliance to the greatest reasonable and practical extent. In no case shall any existing non-compliance be increased or exacerbated.

Policy 1-3.6.4: Identification of Land Use and Zoning Inconsistencies. The City shall continue to review properties within the corporate limits of the City for appropriate future land use and zoning and make recommendations to the LPA and to the City Council for amendments as needed based upon the following criteria:

1. **Undeveloped Lands.** Undeveloped lands located in a zoning district that are inconsistent with the approved FLUM designation for that property shall be rezoned to the least intensive district appropriate to that land use designation.
2. **Developed Lands.** Developed lands located in a zoning district that is inconsistent with the approved FLUM designation for that property, but having a use that is consistent with the FLUM designation shall be rezoned to an appropriate zoning with the same density or intensity of the existing use. If the use is inconsistent with the zoning and/or land use, then the City shall treat the use as nonconformity and follow the rezoning method cited above.

OBJECTIVE 1-3.7: IMPLEMENT LAND USE PROGRAM. The City shall implement land use goals, objectives, and Policies by carrying out a continuing program of land use activities below cited.

Policy 1-3.7.1: Geographic Information System. Establish, maintain, and periodically update the land use information system, integration of the tax appraiser property files, Community Development Department field data, building permit files, engineering base maps, and all other relevant land use data files.

Policy 1-3.7.2: Land Use Trends. Monitor and evaluate population and land use trends.

Policy 1-3.7.3: Fiscal Management. Implement fiscal management Policies of the capital improvement program and budget.

Policy 1-3.7.4: Administer Land Use Controls. Administer adopted land use controls, such as the LDC, including site plan review and subdivision regulations, Building Code, Housing Code, traffic regulations, and regulations governing streets and sidewalks.

Policy 1-3.7.5: Public Assistance. Provide continuing land use information and assistance to the public.

Policy 1-3.7.6: Intergovernmental Coordination. The City shall coordinate land development issues with other public agencies at all levels of government pursuant to the Intergovernmental Coordination Element of this Plan.

Policy 1-3.7.7: Manage Current Developmental Impacts. Evaluate and manage impacts of proposed development pursuant to existing ordinances, including, but not limited to, public facilities, natural environment, and impact on stable residential neighborhoods.

Policy 1-3.7.8: Urban Design and Community Appearance. Good principles of urban design shall be applied through site plan review procedures to enhance general community appearance as well as to preserve and enhance open space and landscape. This program shall assist in protecting major natural and manmade resources within the City, including such scenic natural resources as the Destin Harbor, Choctawhatchee Bay, and Gulf of Mexico natural drainage corridor, as well as developing residential neighborhoods and centers of commercial or institutional activity.

Policy 1-3.7.9: Special Land Use Studies. To maintain land use Policies responsive to changing conditions, problems, and issues, the City shall undertake special studies as needed to develop specific local strategies for resolving unanticipated land use problems and issues.

OBJECTIVE 1-3.8: CONTINUING EVALUATION OF LAND USE ELEMENT EFFECTIVENESS. The City shall use the following Policies as criteria in evaluating the effectiveness of the land use element.

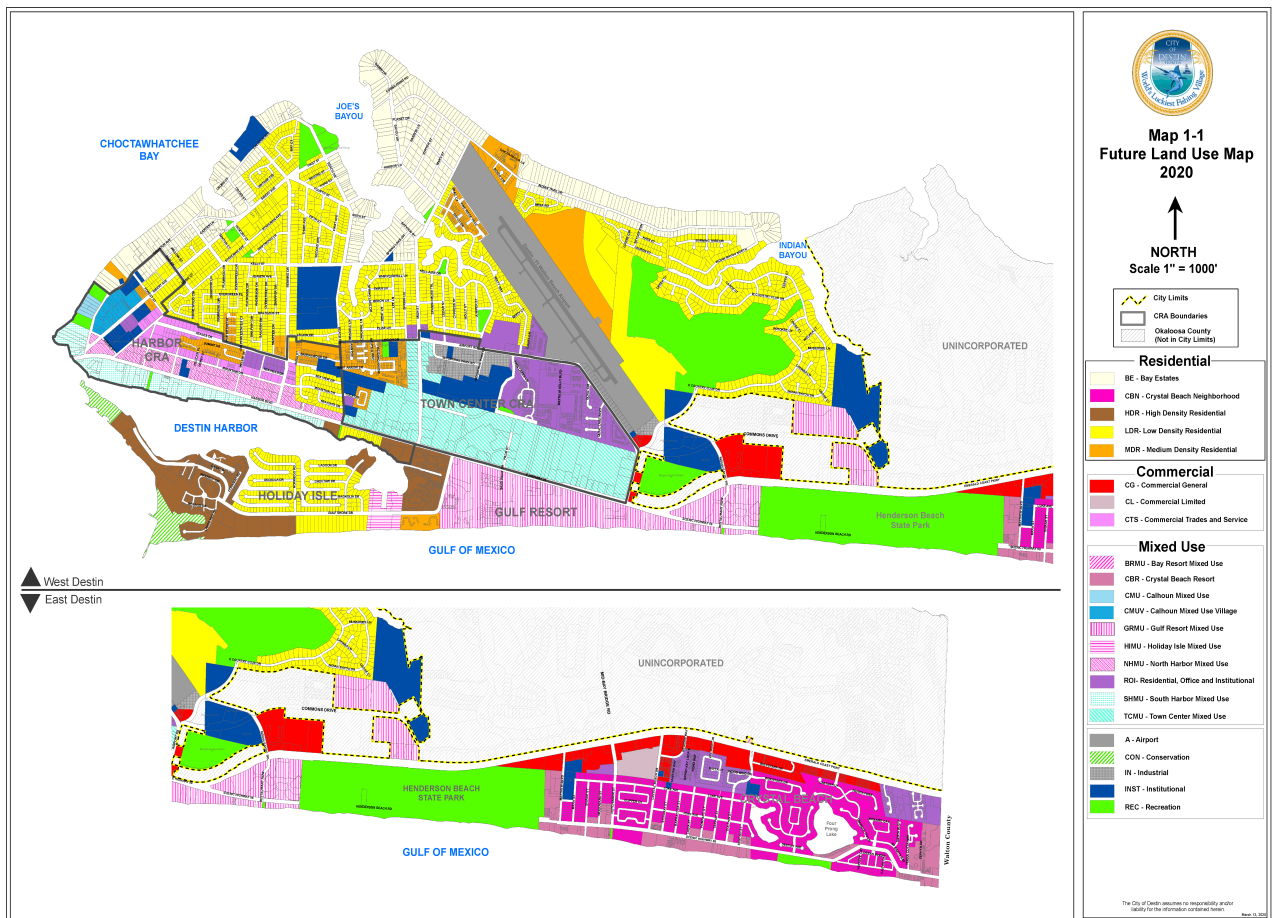
Policy 1-3.8.1: Review the Impact of Change Indicators on Land Use Policy. Trends in the magnitude, distribution, and characteristics of population and land use shall serve as indicators of possible changes in land use needs. The Policy implications of major trends in land use characteristics shall be evaluated on a continuing basis. Land use Policy shall be refined as needed in order to remain responsive to evolving problems and issues.

Policy 1-3.8.2: Schedule, Budget, and Implement Programmed Activities. The timely scheduling, programming, budgeting and implementation of programmed land use activities identified in this Element shall be evidence of the City's effectiveness in carrying out a systematic program for implementing adopted land use goals, objectives and Policies.

Policy 1-3.8.3: Coordinate with Public and Private Sectors. While continually implementing and evaluating the land use element, the City shall maintain a process of intergovernmental coordination as well as coordination with private sector groups interested in land use Policy and programs. The effectiveness of this approach shall be evaluated by the success of coordination mechanisms in resolving land use problems and issues.

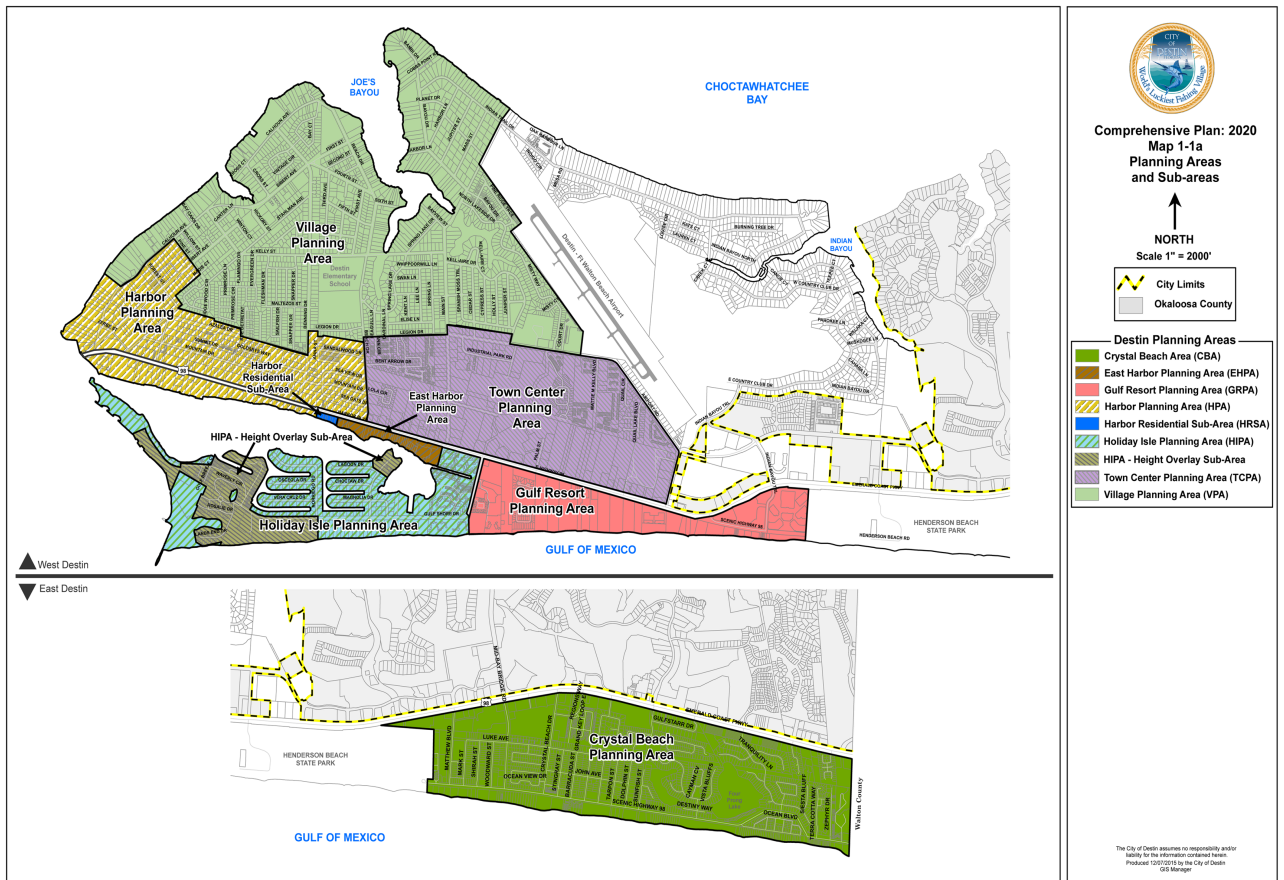
Policy 1-3.8.4: Achieve Effective Plan Implementation. The effectiveness of the land use element shall be measured by the City's success in achieving land use goals, objectives, and Policies. The land use element incorporates a systematic planning process for identifying land use problems and issues and implementing corrective actions.

(Ord. No. 12-07-PC, § 3, 1-7-2013; Ord. No. 15-17-PC, § 6(Exh. A), 3-7-2016; Ord. No. 17-22-PC, § 6(Exh. 1), 4-2-2018)



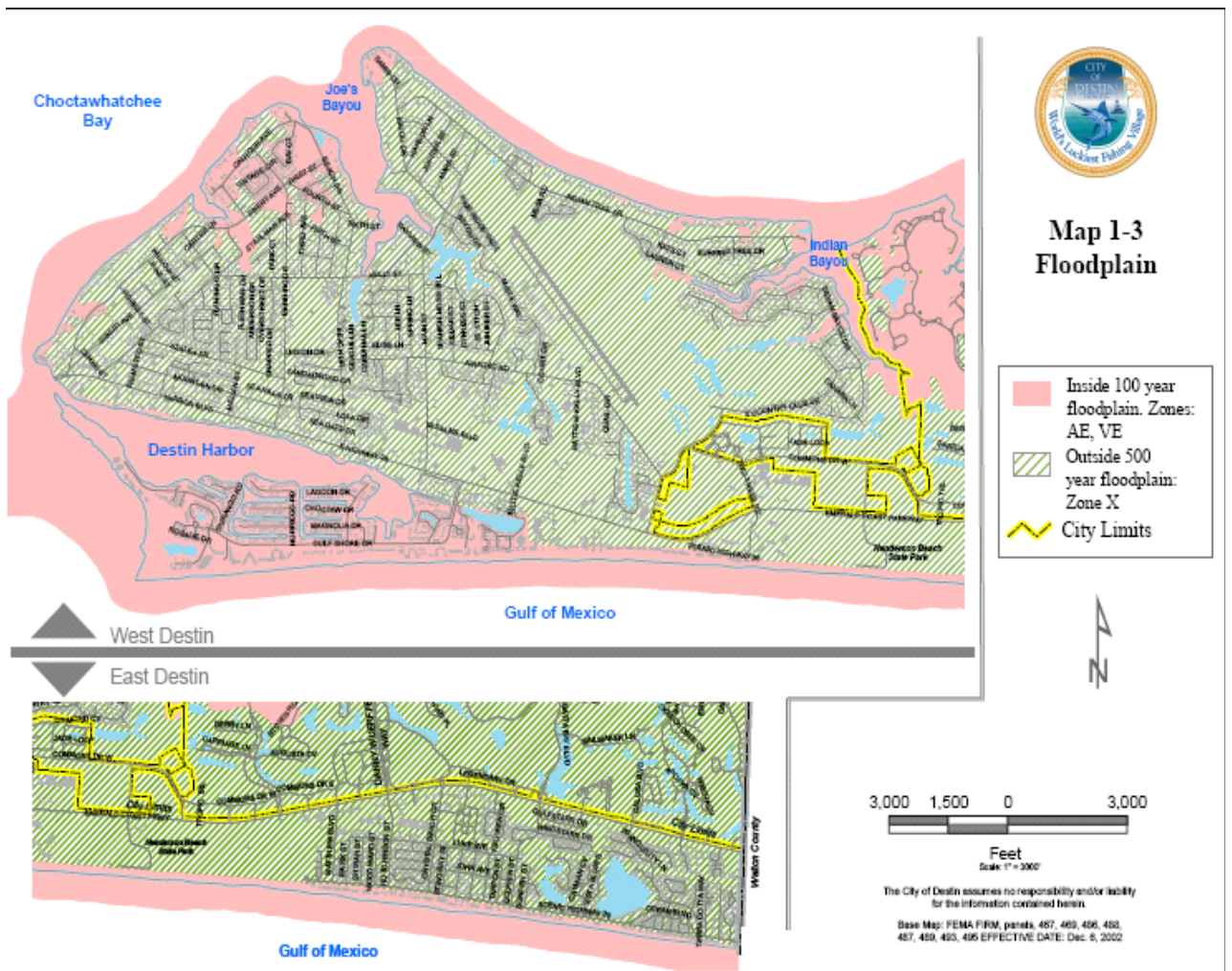
(Ord. No. 05-24-PC, § 3, 12-19-2005; Ord. No. 07-10-PC, § 3, 10-15-2007; Ord. No. 07-11-PC, § 3, 10-15-2007; Ord. No. 07-12-PC, § 3, 10-15-2007;

Ord. No. 07-13-PC, § 3, 10-15-2007; Ord. No. 07-31-PC, § 4, 11-19-2007; Ord. No. 07-41-PC, § 3, 9-2-2007; Ord. No. 08-13-PC, 9-2-2008; Ord. No. 08-30-PC, § 3, 11-17-2008; Ord. No. 08-37-PC, § 3, 12-15-2008; Ord. No. 10-10-PC, § 4, 9-20-2010; Ord. No. 15-17-PC, § 6(Exh. A), 3-7-2016; Ord. No. 16-21-PC, § 4(Exh. A.2), 11-21-2016; Ord. No. 16-28-PC, § 4(Exh. A.2), 1-3-2017; Ord. No. 17-29-PC, § 4(Exh. 1.A), 1-2-2018; Ord. No. 19-03-PC, § 3(Exh. A), 7-1-2019; Ord. No. 20-09-PC, § 3(Exh. A), 7-6-2020; Ord. No. 20-10-PC, § 3(Exh. A), 7-6-2020; Ord. No. 20-11-PC, § 3(Exh. A), 7-6-2020; Ord. No. 20-12-PC, § 3(Exh. A), 7-6-2020; Ord. No. 20-13-PC, § 3(Exh. A), 7-6-2020)

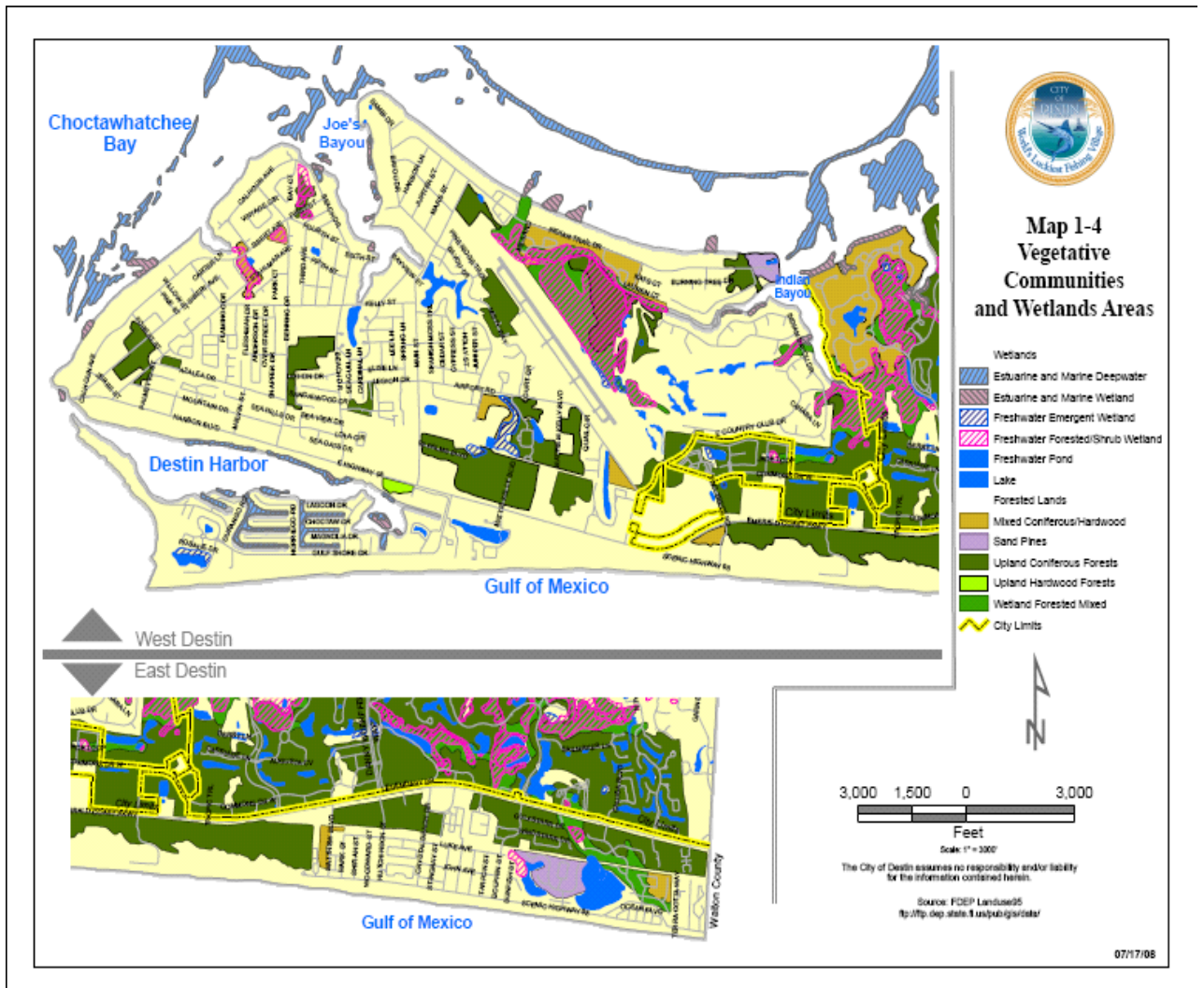


(Ord. No. 15-17-PC, § 6(Exh. A), 3-7-2016)

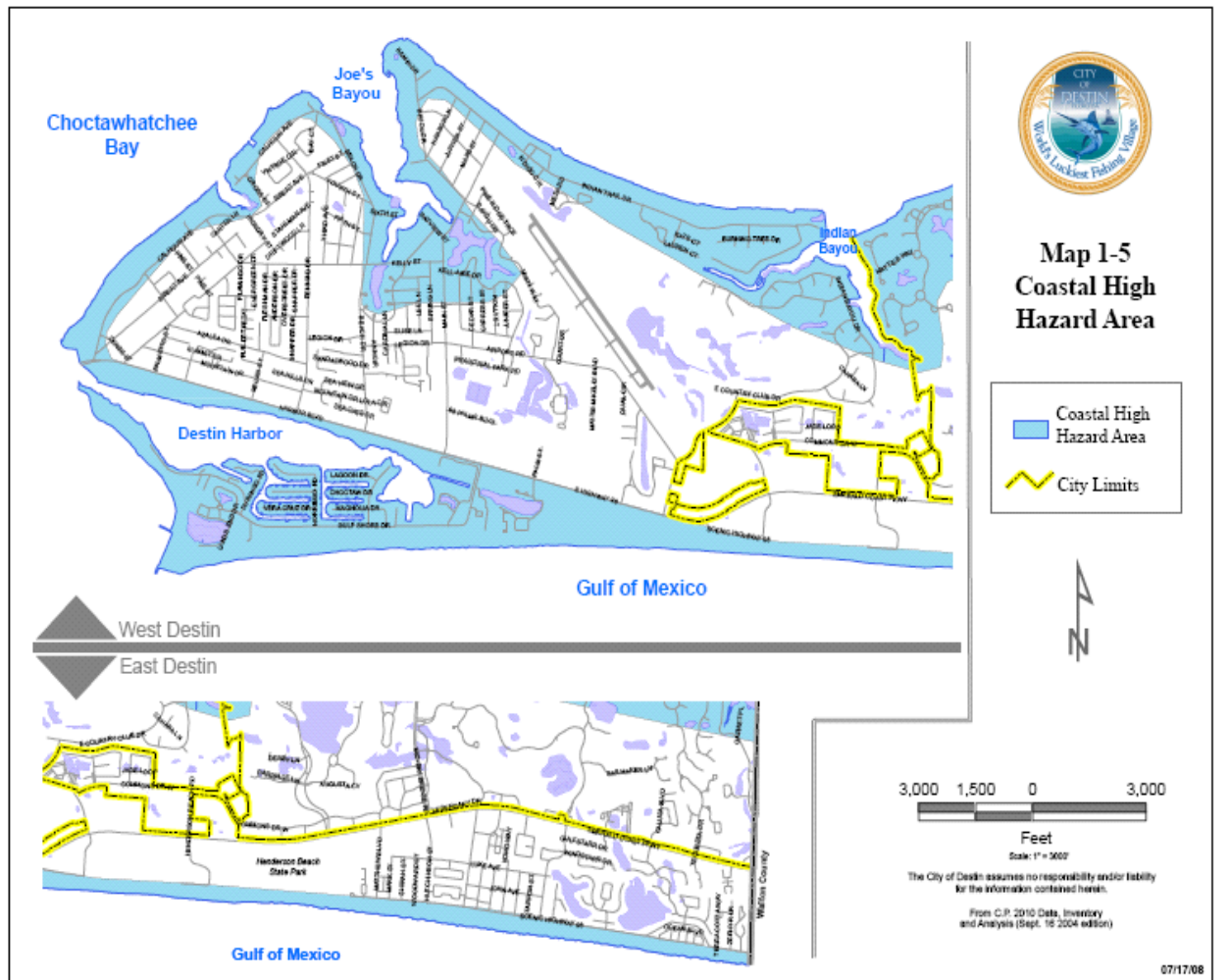
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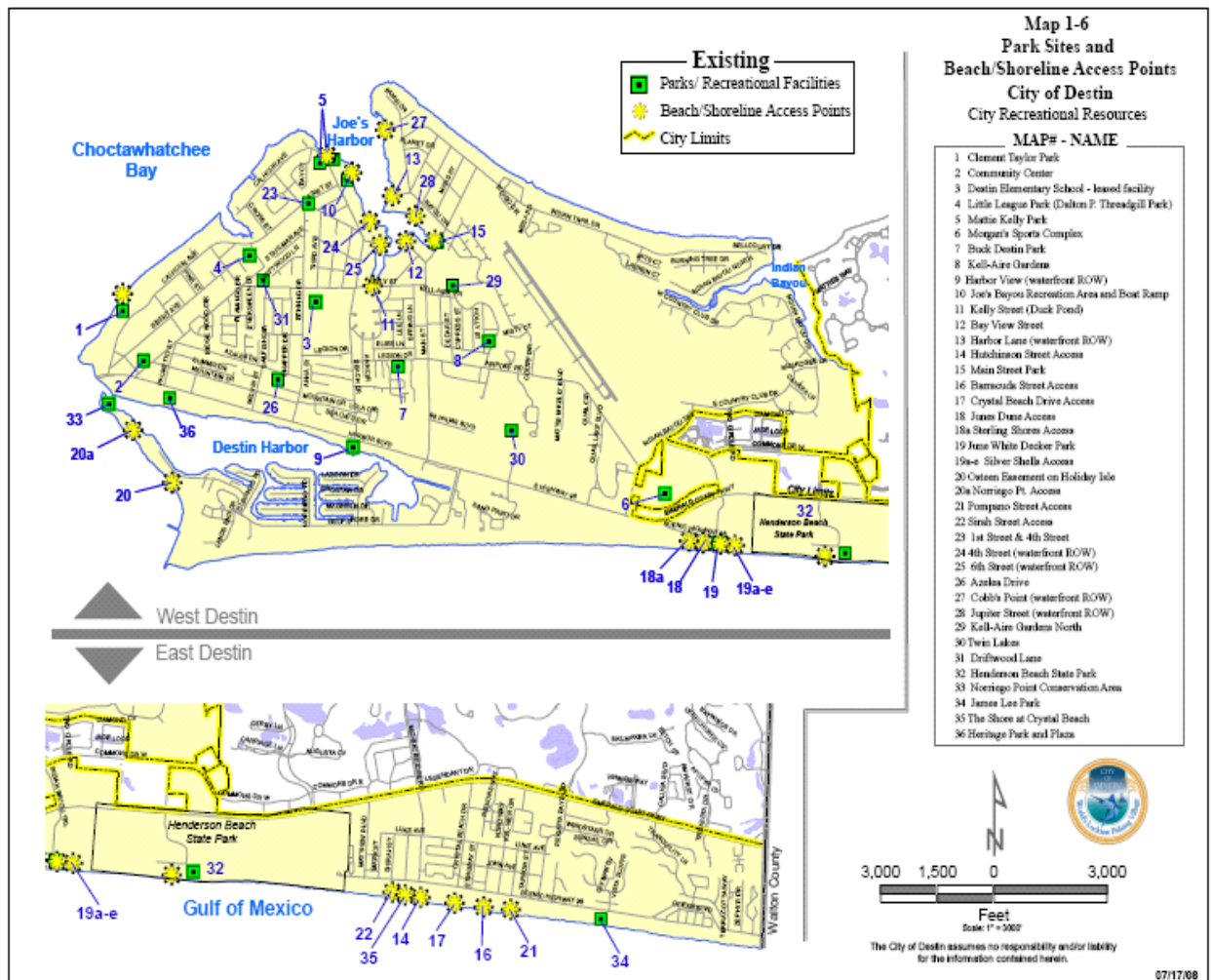
(Ord. No. 07-14-PC, § 4(Exh. 1.C), 10-15-2007; Ord. No. 08-30-PC, § 3, 11-17-2008)



(Ord. No. 07-14-PC, § 4(Exh. 1.D), 10-15-2007; Ord. No. 08-30-PC, § 3, 11-17-2008)



(Ord. No. 07-14-PC, § 4(Exh. 1.E), 10-15-2007; Ord. No. 08-30-PC, § 3, 11-17-2008)



(Ord. No. 07-14-PC, § 4(Exh. 1.F), 10-15-2007; Ord. No. 08-30-PC, § 3, 11-17-2008; Ord. No. 08-37-PC, § 3, 12-15-2008)

CITY OF DESTIN – COMMUNITY DEVELOPMENT



AGENDA ITEM

MEETING DATE: March 24, 2022
BOARD/COMMITTEE: Local Planning Agency
TYPE OF AGENDA ITEM: Action Item
OUTLINE NUMBER: 5.A.

TO: Local Planning Agency

THRU: Lance Johnson, City Manager

FROM: Louis Zunguze, Community Development Director
Joe Bodi, Engineering Asst. II

DATE: March 11, 2022

SUBJECT: 2022 Stormwater Master Plan Project List and Study Areas

I. BACKGROUND:

The City's Stormwater Master Plan (SWMP) is a long-range planning tool. The primary purpose of the SWMP is to identify drainage improvement projects that prevent localized flooding and protect water quality.

On September 7, 2021, City Council approved the SWMP and directed staff to bring the prioritized project list before City Boards and Committees for review and comment. Comments from Committees and Boards will be compiled and presented to the City Council.

The 2022 SWMP update was prepared by Jenkins Engineering and its objectives include:

- Creating sub-drainage basins using LiDAR
- **Establish updated list of priority projects and mitigation strategies**
- Recommend policy and code revisions to ensure consistency between the Comprehensive Plan and the Land Development Code.

II. DISCUSSION:

The update identified three (3) study areas, and thirteen (13) drainage projects. The projects were prioritized based upon the Level of Service (LOS) established under the 2004 SWMP (see attachments).

In addition, to the prioritized list of projects, the SWMP proposes a City-wide Swale

Initiative. The City-wide Swale Initiative will identify additional public right of way and re-establish existing roadside swales (i.e., 3:1 slope) to further improve the MS4 and City LOS for drainage. Furthermore, private stormwater facilities, approved through the Development Order process, will also be part of the City-wide initiative. However, the reestablishment and maintenance responsibility will fall upon the respective Homeowners Association or Property Management Company.

Below is the list of study areas and identified projects, listed in priority, based upon the 2004 LOS.

STUDY AREAS

Indian Bayou/Indian Lakes
Kelly Addition Subdivision
Destin Harbor

PRIORITY PROJECTS LIST

Diamond Lake (Mattie Kelly Arts)
First and Second Street
Four Prong Lake
Restaurant Row
Zerbe Street
Eagles Landing
Main Street and Indian Trail
Cross Street
Scenic 98 and Matthew Boulevard
Reddin Brunson
Burning Tree
Main Street & 98 Palms
Heritage Run

A. Link to Strategic Goals / Objectives:

Implement prioritized Stormwater Improvements based upon the Stormwater Master Plan.

B. Effect on Budget (EOB): TBD

C. Level of Service (LOS): Improve Drainage LOS and NPDES Permit Compliance

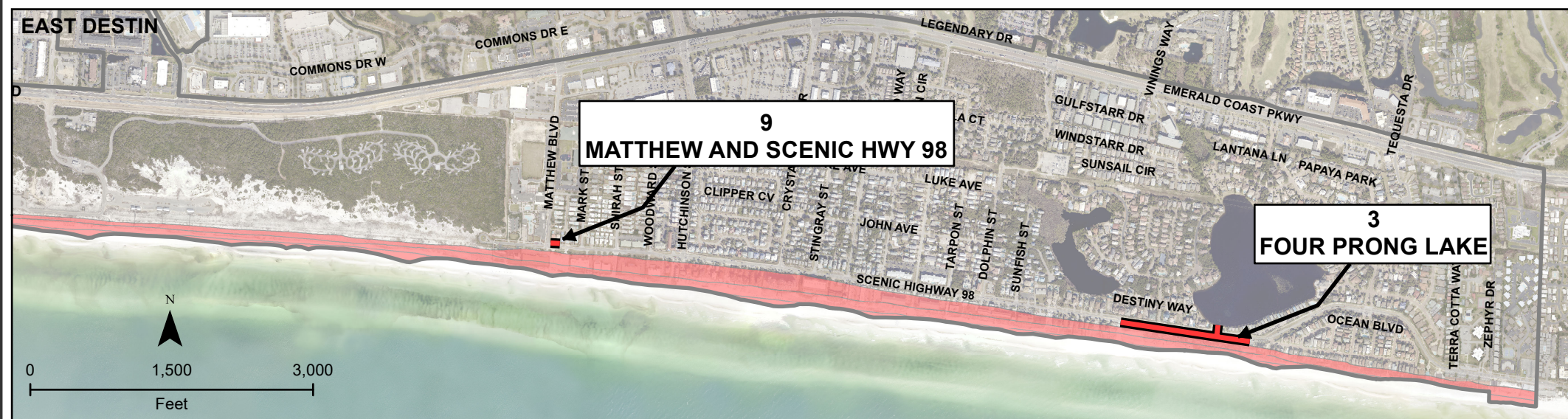
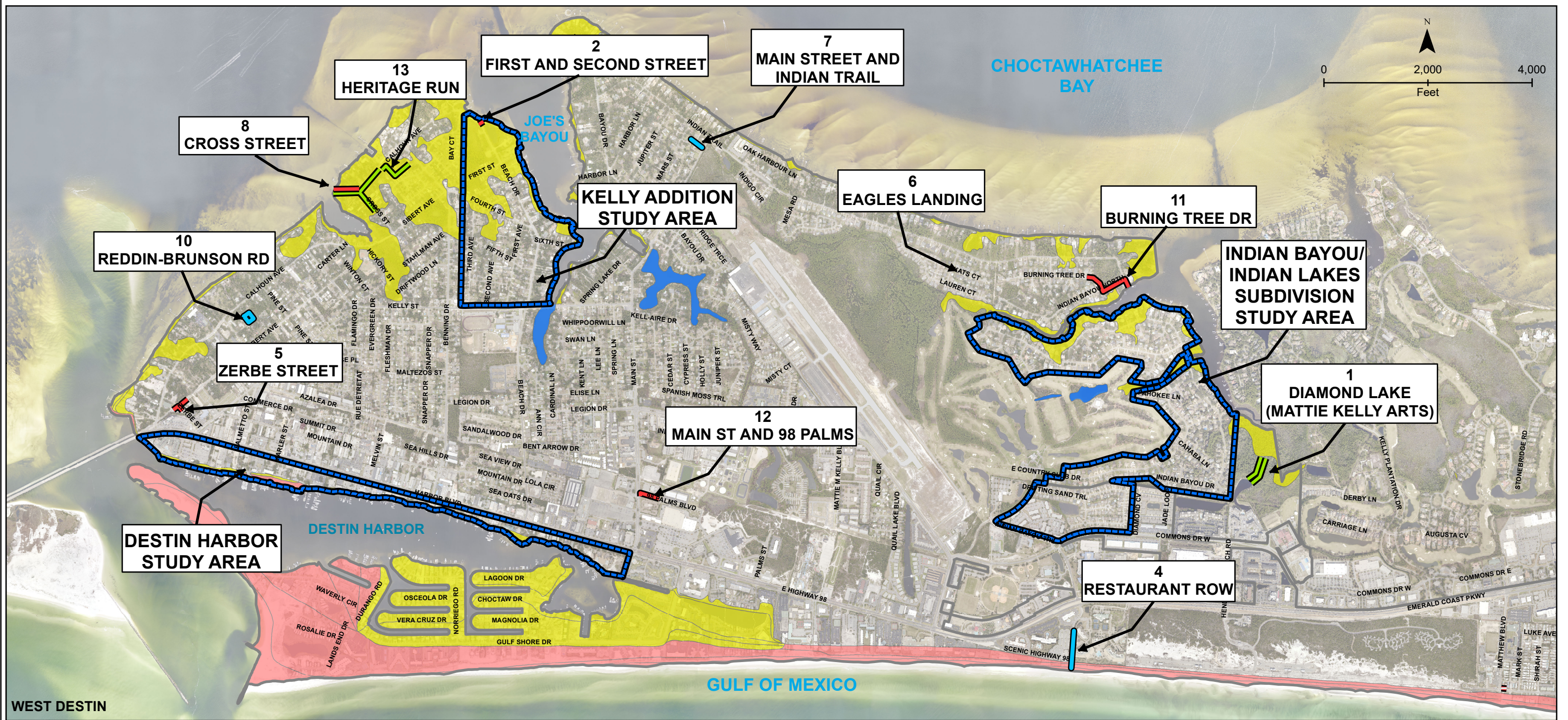
III. CONCLUSION:

The SWMP update identified thirteen (13) drainage improvement projects. The projects were prioritized based upon the 2004 Level of Service criteria. City staff requests the Local Planning Agency review the list of Priority Projects List and Study Areas.

IV. RECOMMENDED MOTION: I move that the Local Planning Agency recommend approval to the City Council of the list of Priority Projects List and Study Areas as presented.

Attachments:

1. Stormwater Masterplan Update
Map_FINAL
2. SWMP Executive Summary_ FINAL
2022
3. City of Destin SWMP Update 2022_
FINAL



2022 STORMWATER MASTER PLAN UPDATE



LEGEND

2002 Flood Zones		Proposed Infrastructure	
	A		Proposed Culvert
	AE		Proposed Swale
	VE		Retention
			Study Areas

EXECUTIVE SUMMARY

The City of Destin is unique in the fact that the city is only 7.2 square miles with over 27 miles of shoreline, not including inland lakes and wetlands. Destin's economy – Tourism and Fishing – rely on the clean, clear surface waters. Protecting water quality is important to the City's world class vision. The 2004 Citywide Stormwater Master Plan was the first of such plans for the city and its goal was concentrated on water quantity (i.e., flooding) issues throughout the city. Staff implemented the recommended projects to a degree of success that the city no longer sees the repetitive structural flooding it had experienced previously. The Citywide Stormwater Master Plan Update is a transition from a water quantity plan to ultimately a water quality plan.

The City of Destin tasked Jenkins Engineering Inc. with updating the Citywide Stormwater Master Plan (SWMP) prepared in 2004 by Jones Edmunds & Associates Inc. The SWMP is a living guideline document providing a current snapshot of the city's stormwater health and future actions needed based on the data provided. The goal and objective of the SWMP is to provide a framework for flood mitigation, water quality improvement projects and recommending policy changes to achieve stated goals and objectives by addressing water quality and water quantity issues within the city. The SWMP Update further reinforces the City's commitment and compliance with the Florida Department of Protection (FDEP) National Pollution Discharge Elimination System (NPDES) General Permit Program.

STORMWATER MASTER PLAN UPDATE OBJECTIVES:

- Identify the City's changing needs regarding storm water runoff, from quantity to quality.
- Identify flood mitigation and water quality improvement projects and study areas.
- Provide policy recommendations to provide clear expectations and address deficiencies in the Comprehensive Plan and Land Development Code.
- Provide an avenue for a dedicated funding source for stormwater facilities maintenance and repairs to continue compliance with the State of Florida's National Pollutant Discharge Elimination System (NPDES).

The Stormwater Master Plan Update identified three (3) study areas and thirteen (13) drainage projects listed below:

STUDY AREA

Indian Bayou

Kelly Addition Subdivision

Destin Harbor

PRIORITY PROJECT LIST

Diamond Lake (Mattie Kelly Arts)

First and Second Street

Four Prong Lake

Restaurant Row

Zerbe Street

Eagles Landing

Main Street and Indian Trail

Cross Street

Scenic 98 and Matthew Boulevard

Reddin Brunson

Burning Tree

Main Street & 98 Palms

Heritage Run

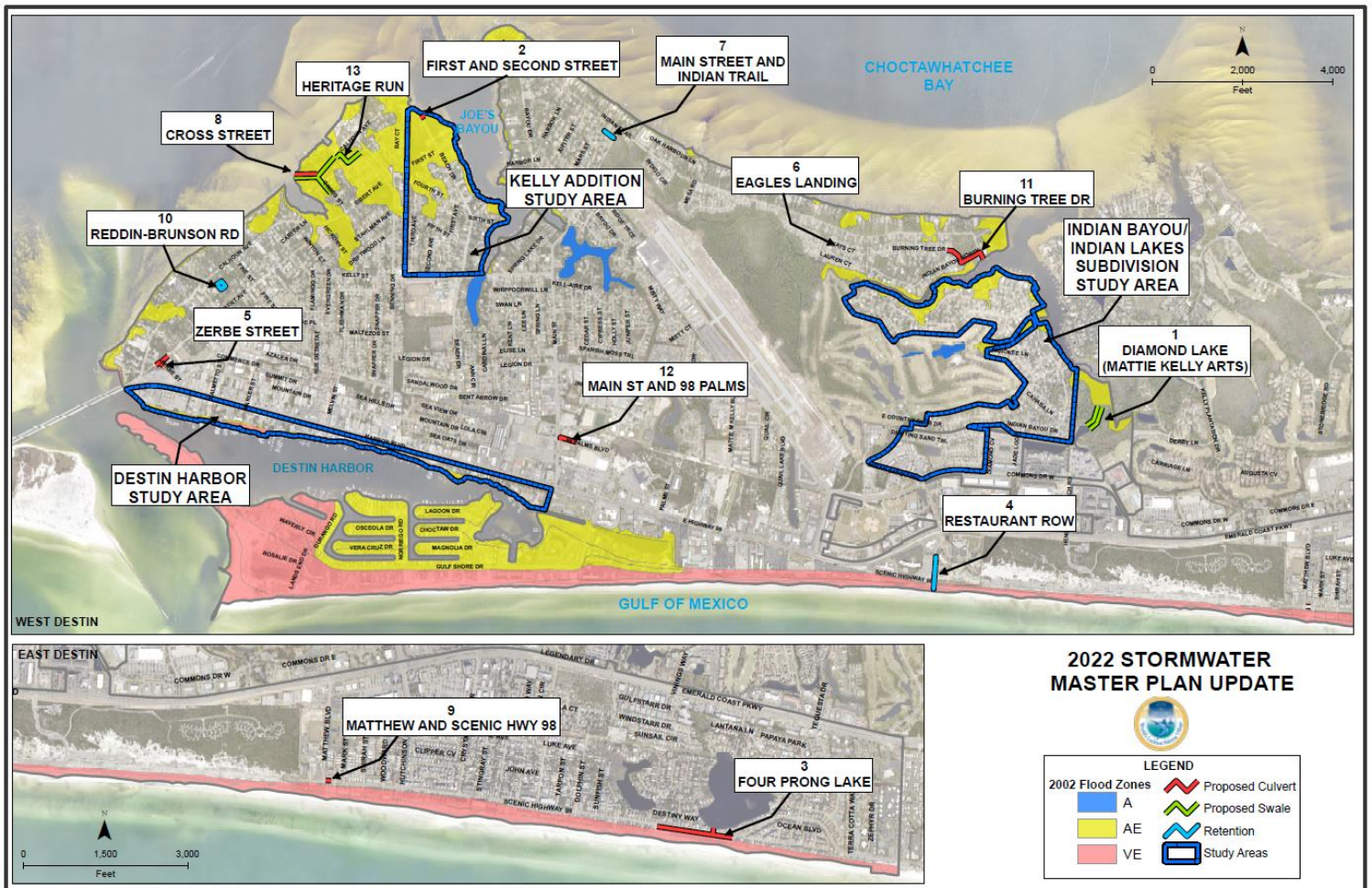
PROPOSED POLICY AND CODE RECOMENDATIONS:

- Aligning conflicts between the Comprehensive Plan and Land Development Code.
- Provide greater retention requirements for floodplain and flood prone areas.
- Align Stormwater codes with Floodplain codes.
- Create stormwater compliance codes geared toward redevelopment.
- Provide thresholds for compliance of existing non-conforming projects.
- Create a funding source and Citywide Maintenance program to maintain our aging infrastructure.

CONCLUSION:

- The SWMP update delineates existing drainage basins into smaller high-resolution catchments
- Identifies Comprehensive Plan and Land Development Code policy alignment and proposed code changes to provide a better level of service related to drainage and water quality.
- Identifies the need for a dedicated funding source pursuant to Chapter 403.0893, Florida Statutes for the maintenance of stormwater infrastructure.

STORMWATER MASTER PLAN UPDATE
February 2022



STORMWATER MASTER PLAN UPDATE

FOR



PREPARED BY



**73 Eglin Parkway N.E., Suite 203
Fort Walton Beach, Florida 32548
(850) 837 – 2448**

FEBRUARY 2022

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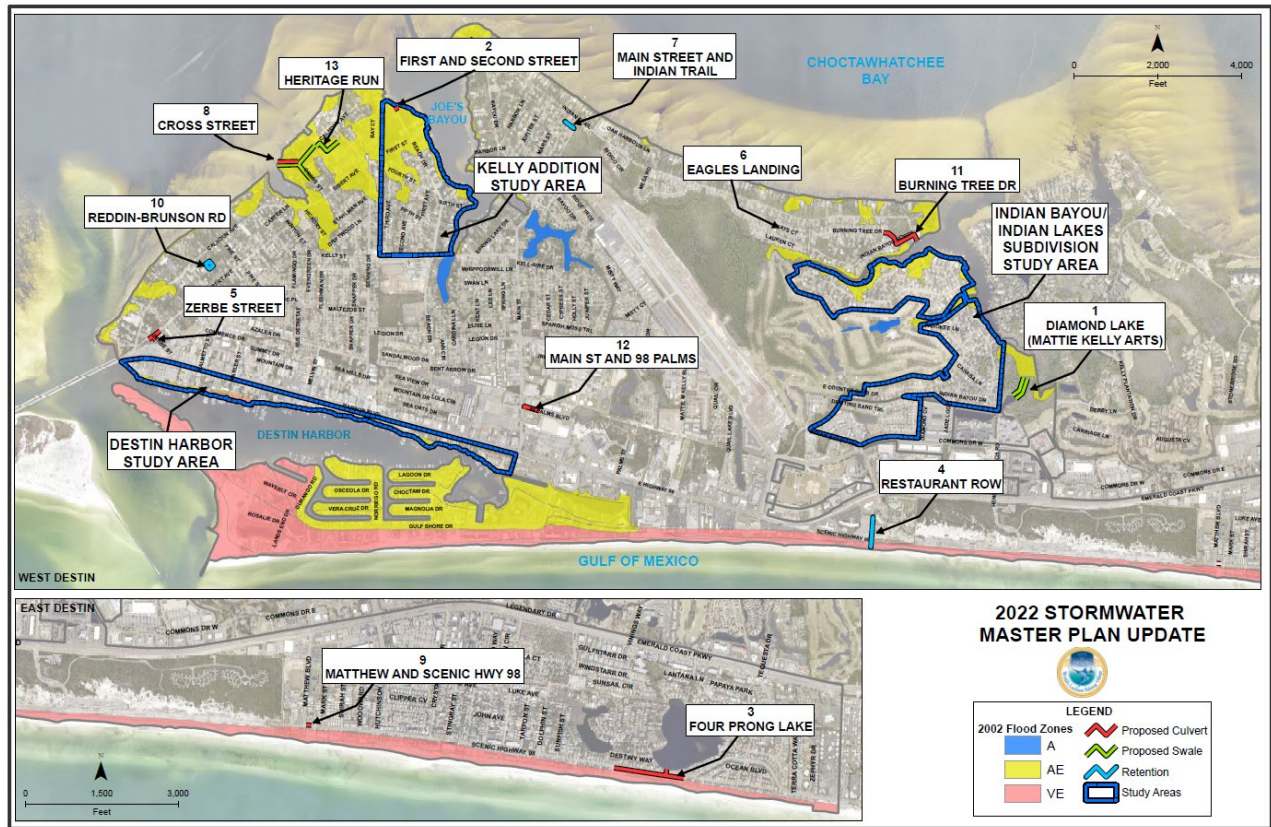
Heritage Run

PROPOSED POLICY AND CODE RECOMENDATIONS:

- Aligning conflicts between the Comprehensive Plan and Land Development Code.
- Provide greater retention requirements for floodplain and flood prone areas.
- Align Stormwater codes with Floodplain codes.
- Create stormwater compliance codes geared toward redevelopment.
- Provide thresholds for compliance of existing non-conforming projects.

CONCLUSION:

- The SWMP builds upon the original plan by;
- Further delineating existing drainage basins into smaller high-resolution catchments to determine peak flow rates.
- Identifies priority drainage projects and study areas
- Identifies Comprehensive Plan and Land Development Code policy alignment and proposed code changes to provide a better level of service related to drainage and water quality.



1 – INTRODUCTION

The City of Destin contracted Jenkins Engineering, Inc. to update the existing City of Destin Stormwater Master Plan developed by Jones, Edmunds and Associates, Inc. in May of 2004. The Stormwater Master Plan is a document created to assist the City of Destin with addressing stormwater runoff and flooding issues in flood prone areas throughout the City. This document should be used as a tool to assist City staff and elected officials with development and policy evaluation and prioritization of future capital improvement projects associated with stormwater management, flood control, and water quality improvement projects.

To maintain consistency with the 2004 Stormwater Master Plan, the previously delineated drainage basins were utilized in this updated evaluation. The existing Master Plan included eighteen (18) areas identified as areas which are subject to flooding issues. Of these eighteen locations, sixteen have been addressed through capital improvements since the creation of the plan in 2004. The previously established ranking criteria was used to create an updated list of thirteen additional locations which are addressed in this Stormwater Master Plan update.

A primary consideration associated with stormwater design is treatment for pollutant loadings and the potential impact on receiving water bodies. The Environmental Protection Agency (EPA) instituted Section 303(d) of the Clean Water Act in 1972. This regulation is the primary law regulating pollution which is discharged into waterways. The Clean Water Act establishes a list of impaired waters and is used to develop Total Maximum Daily Loads (TMDLs) for listed impaired waterbodies. Waterbodies within the vicinity of the City of Destin which are listed as not attaining current water quality standards for their intended use include East Pass, Choctawhatchee Bay, Destin Harbor and Henderson Beach. Water quality contaminants typically include bacteria, nitrogen and phosphorous. The City of Destin participates in water quality monitoring programs both internally with City staff and with the Choctawhatchee Basin Alliance.

The City of Destin addresses stormwater runoff attenuation and water quality treatment in Section 10.03.00 of their Land Development Code. The adopted level of service for drainage associated with new development / re-development within the City of Destin is to retain the first inch of rainfall on-site; and post-development runoff shall not exceed predevelopment runoff rates for a 25-year storm event,

up to and including an event with a 24-hour distribution using Florida Department of Transportation storm distributions.

CITY OF DESTIN OVERVIEW

The City of Destin is a peninsula consisting of approximately 7.7 square miles (4,900 acres) which is located between the Choctawhatchee Bay and the Gulf of Mexico. Elevations range from sea level to a maximum elevation of approximately 50 feet above sea level. The general topography of the area is moderately sloped with rolling dunes, bluff areas adjacent to the harbor and flatter coastal plains situated more inland of the shoreline.

The climate associated with the City of Destin can be considered semi-tropical with average rainfall totaling approximately 62 inches of precipitation each year. The city is unique in the aspect that it is surrounded by tidally influenced water bodies which impact existing tributaries, bayous, and wetland troughs throughout the city limits. A common issue with stormwater management within the City is undersized or overall lack of conveyance to the eventual receiving water bodies.

The City of Destin has a population which exceeds 10,000 residents requiring participation in the Florida Department of Environmental Protection (FDEP) NPDES (National Pollutant Discharge Elimination System) MS4 Phase II Program. A municipal separate storm sewer system (MS4) is a publicly owned conveyance of system of conveyances such as ditches, curbs, pipes, culverts, etc. designed or used for collecting or conveying stormwater and that discharges to surface waters of the state. Operators of a regulated MS4 such as the City of Destin are required to reduce the discharge of pollutants to the maximum extent practicable, protect water quality, and satisfy the water quality requirement of the Clean Water Act.

2 – DRAINAGE BASIN DELINEATION

As noted previously, the City of Destin was divided into 326 individual drainage basins in the 2004 Stormwater Master Plan. To maintain consistency with the original document, the drainage basins were unaltered. However, sub-catchments were identified within each drainage basin and were modeled using the Soils Conservation Service (SCS) method to estimate peak runoff rates. The stormwater modeling software ICPR version 4.03.02 was utilized to estimate peak runoff rates and stage results for the delineated sub-catchments.

The individual drainage basins were divided into 1,057 sub-catchments to provide detailed flow direction and peak rates in Figure 2.1 and 2.2. The sub-catchments were evaluated for peak flow rates and individualized time of concentration calculations associated with each drainage basin area.

A remote sensing method, light detection and ranging technology (LiDAR) was used. This method provides detailed topographic contour in one-foot intervals. General flow patterns modeled using LiDAR are depicted in Figure 2.3.



Figure 2.1: Drainage Basin Map (1 OF 2)

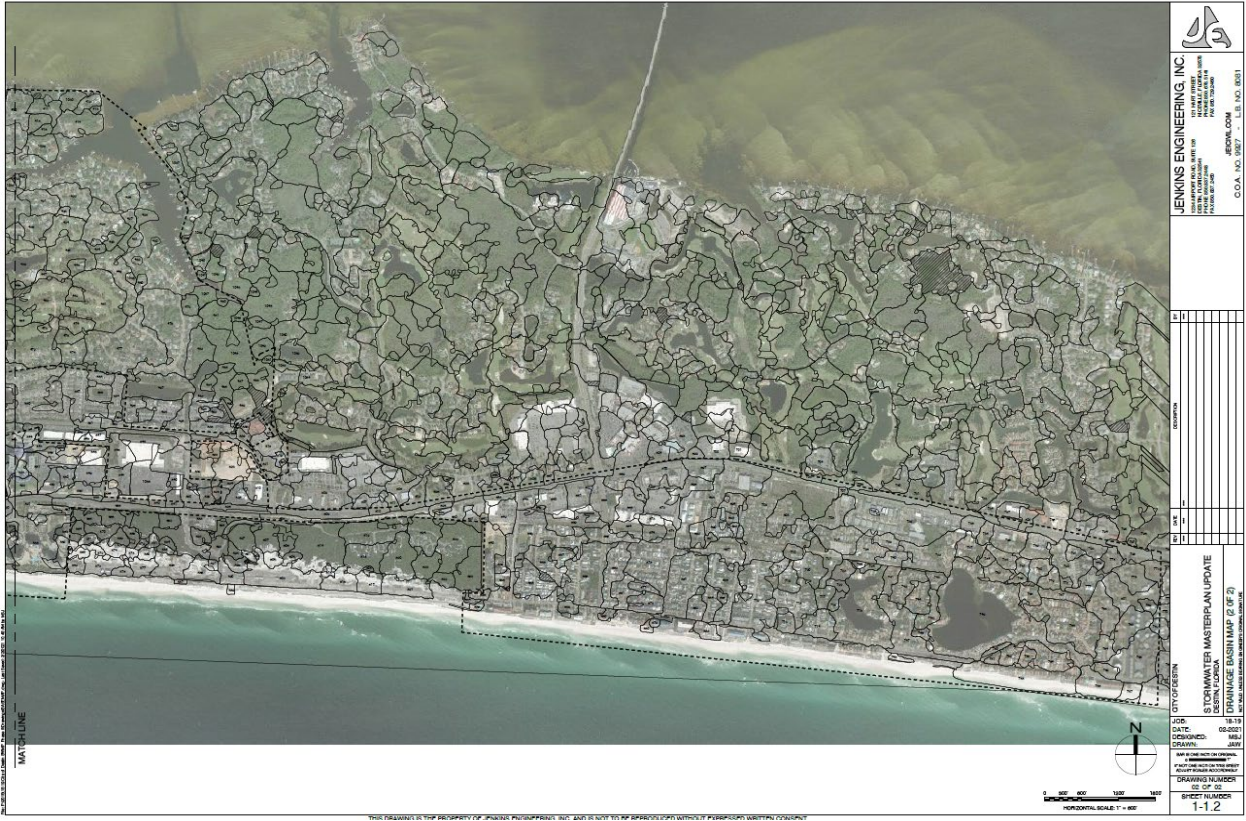


Figure 2.2: Drainage Basin Map (2 OF 2)

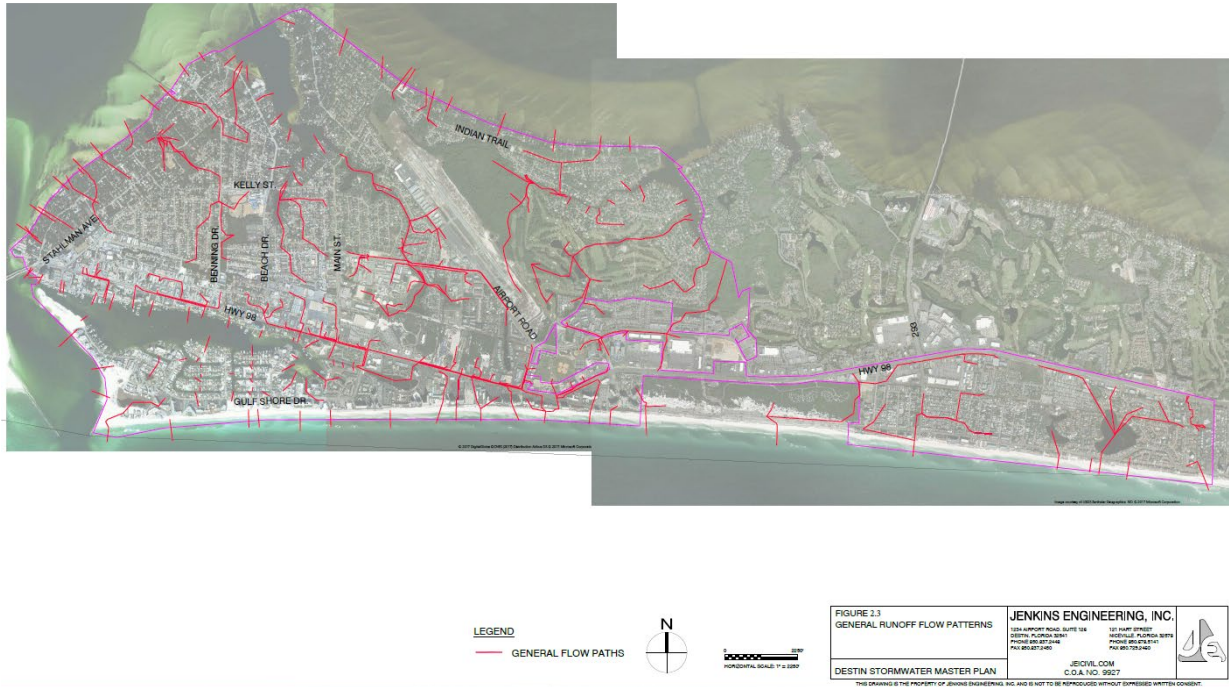


Figure 2.3: General Flow Patterns

PEAK FLOW ESTIMATES

As stated in the previous section, the peak flowrates associated with individual drainage basins was calculated using the Soils Conservation Service method outlined in Technical Release 55 – Urban Hydrology for Small Watersheds published by the United States Department of Agriculture and the Natural Resources Conservation Service in June of 1986. The SCS method is best suited for urban watersheds in which impervious surfaces (roadways, sidewalks, parking lots and buildings) cover or will soon cover a considerable percentage of surface areas within a drainage basin.

The City of Destin has undergone significant development since its incorporation in 1984. This increase in development and impervious areas has a direct impact on the drainage basin's response to stormwater runoff. With the increase in development comes an increase in impervious areas which in turn decreases infiltration capacity. Impervious areas also increase runoff volumes, lower time of concentrations to peak flowrates and degrade water quality unless appropriate treatment measures are implemented. Runoff characteristics typically impacted by increased development include a reduction in infiltration areas and decreased travel times of runoff to eventual discharge locations. These changes can significantly increase runoff rates over time.

The SCS runoff curve number method equation is:

$$Q = (P - I_a)^2 / (P - I_a) + S$$

Where: Q = runoff (in)
 R = rainfall (in)
 S = potential maximum retention after runoff begins (in)
 I_a = initial abstraction (in)

The S variable associated with the SCS equation is directly correlated to a basin's curve number. The curve number is correlated to soils type and land use cover. The soil types and subsequent hydrologic soils groups were determined from a review of the NRCS Soils Survey for the City of Destin.

Colors depicted on map correspond to individual soil types defined for City of Destin. These soil types are divided into four hydrologic soils groups:

- A – sand, loamy sand, or sandy loam. Low run off and high infiltration potential.
- B – silt loam or loam. Moderate infiltration potential.
- C – sandy clay loam. Low infiltration potential.

- D – clay loam, silty clay loam, sandy clay, silty clay, clay. Highest runoff and very low infiltration potential.

These hydrologic soils groups determine a soils type's potential for initial abstraction and runoff retention potential. Individual drainage basins have been given a hydrologic soils group for the calculation of peak flow rates. The generalized table provided in Technical Release 55 – Urban Hydrology for Small Watersheds published by the United States Department of Agriculture, Natural Resources Conservation Service was utilized to determine Curve Number for individual basins based on hydrologic soils group within the basin area and land use type. Land use characteristics were divided into the following groups:

- Residential – ¼ acre lots
- Mixed Use – 1/8 acre lots with mix of commercial
- Business – urban commercial and business district
- Open Space

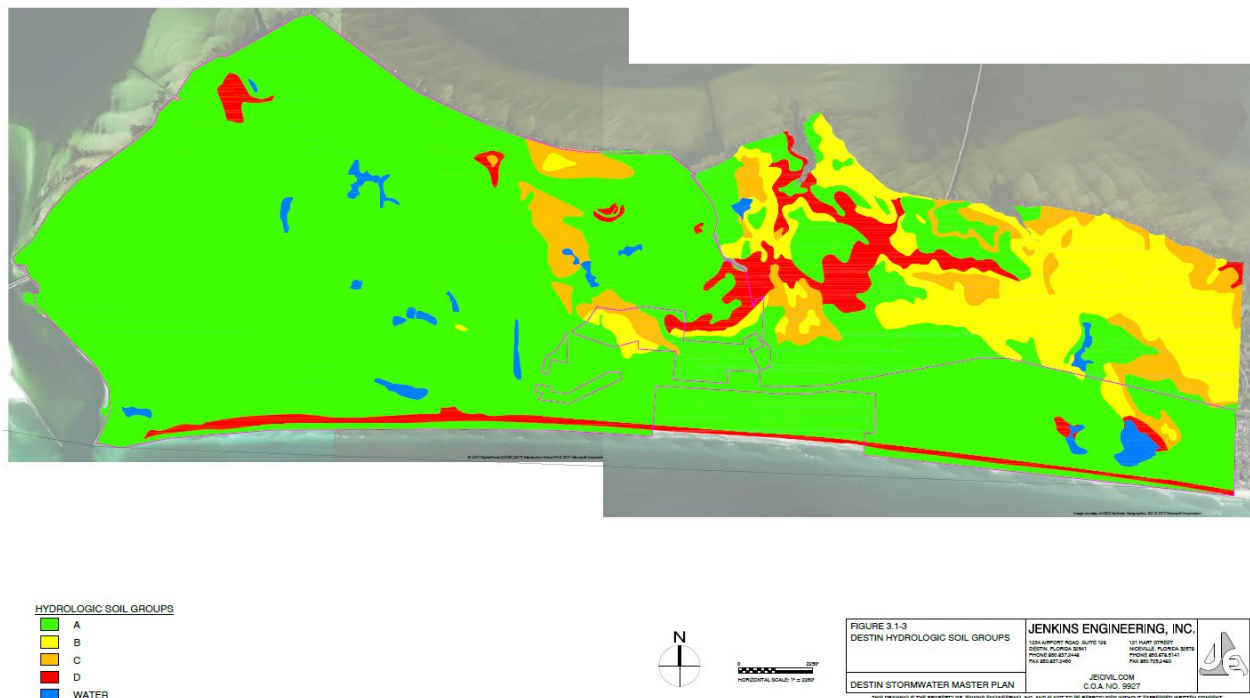


Figure 2.5: Hydrologic Soil Groups

Table 2.5: Runoff Curve Rates for Urban Areas

Cover description	Average percent impervious area ^{2/}	Curve numbers for hydrologic soil group			
		A	B	C	D
Cover type and hydrologic condition					
<i>Fully developed urban areas (vegetation established)</i>					
Open space (lawns, parks, golf courses, cemeteries, etc.) ^{3/} :					
Poor condition (grass cover < 50%)		68	79	86	89
Fair condition (grass cover 50% to 75%)		49	69	79	84
Good condition (grass cover > 75%)		39	61	74	80
Impervious areas:					
Paved parking lots, roofs, driveways, etc. (excluding right-of-way)		98	98	98	98
Streets and roads:					
Paved; curbs and storm sewers (excluding right-of-way)		98	98	98	98
Paved; open ditches (including right-of-way)		83	89	92	93
Gravel (including right-of-way)		76	85	89	91
Dirt (including right-of-way)		72	82	87	89
Western desert urban areas:					
Natural desert landscaping (pervious areas only) ^{4/}		63	77	85	88
Artificial desert landscaping (impervious weed barrier, desert shrub with 1- to 2-inch sand or gravel mulch and basin borders)		96	96	96	96
Urban districts:					
Commercial and business	85	89	92	94	95
Industrial	72	81	88	91	93
Residential districts by average lot size:					
1/8 acre or less (town houses)	65	77	85	90	92
1/4 acre	38	61	75	83	87
1/3 acre	30	57	72	81	86
1/2 acre	25	54	70	80	85
1 acre	20	51	68	79	84
2 acres	12	46	65	77	82
<i>Developing urban areas</i>					
Newly graded areas (pervious areas only, no vegetation) ^{5/}					
		77	86	91	94
Idle lands (CN's are determined using cover types similar to those in table 2-2c).					

^{1/} Average runoff condition, and $I_a = 0.2S$.

^{2/} The average percent impervious area shown was used to develop the composite CN's. Other assumptions are as follows: impervious areas are directly connected to the drainage system, impervious areas have a CN of 98, and pervious areas are considered equivalent to open space in good hydrologic condition. CN's for other combinations of conditions may be computed using figure 2-3 or 2-4.

^{3/} CN's shown are equivalent to those of pasture. Composite CN's may be computed for other combinations of open space cover type.

^{4/} Composite CN's for natural desert landscaping should be computed using figures 2-3 or 2-4 based on the impervious area percentage (CN = 98) and the pervious area CN. The pervious area CN's are assumed equivalent to desert shrub in poor hydrologic condition.

^{5/} Composite CN's to use for the design of temporary measures during grading and construction should be computed using figure 2-3 or 2-4 based on the degree of development (impervious area percentage) and the CN's for the newly graded pervious areas.

3 – STORMWATER QUANTITY ESTIMATES

Stormwater runoff peak flowrate estimates for each basin were calculated in the ICPR stormwater design software created by Streamline Technologies. This software is accepted by local regulatory jurisdictions as well as State regulatory agencies such as the Northwest Florida Water Management District. Maximum peak flowrates were determined using the SCS method of determining peak flowrates. The following design criteria were utilized in the modeling efforts for the basins:

<i>Basin Area (Acres)</i>	<i>Curve Number</i>	<i>Time of Concentration (Minutes)</i>	<i>Distribution Curve</i>
<i>Individual basin areas calculated in Acres</i>	<i>Individual basin curve numbers taken from Table 2-2a of TR 55</i>	<i>Time of concentration calculated using TR 55 overland flow method</i>	<i>SCS – Type III distribution</i>

Peak runoff estimates for each basin area included in the attached documentation. Peak runoff rates were estimated for the 2-year, 25 year and 100-year storm events. The following figures show the characteristic of the SCS Type III rainfall distribution curve. The Type III curve is specific to the southeast region and extends from Texas to the Florida big bend area. This storm distribution is a statistical distribution of rain amounts over a 24-hour period. The typical Type III distribution rainfall amount peaks at the approximately the 12-hour point of a 24-hour storm event with the largest precipitation amount accruing during this period.

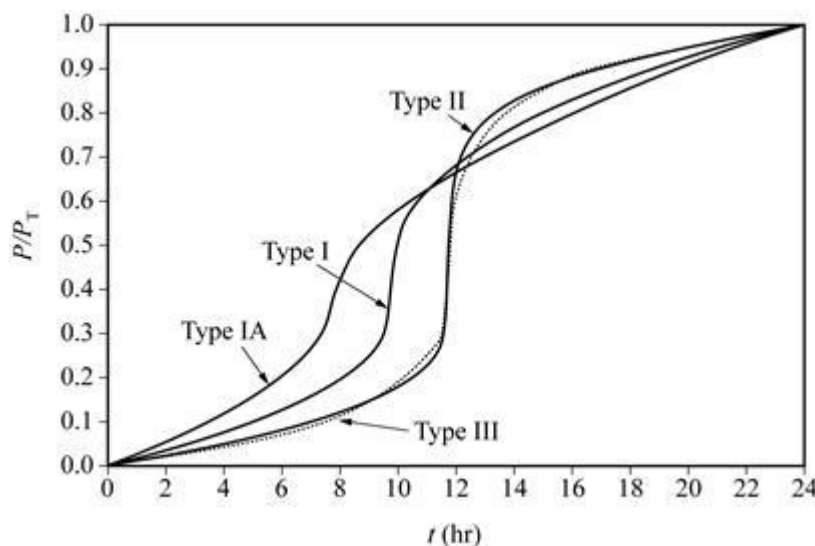


Figure 3.1: SCS Rainfall Distribution Curve

Figure B-2 Approximate geographic boundaries for NRCS (SCS) rainfall distributions

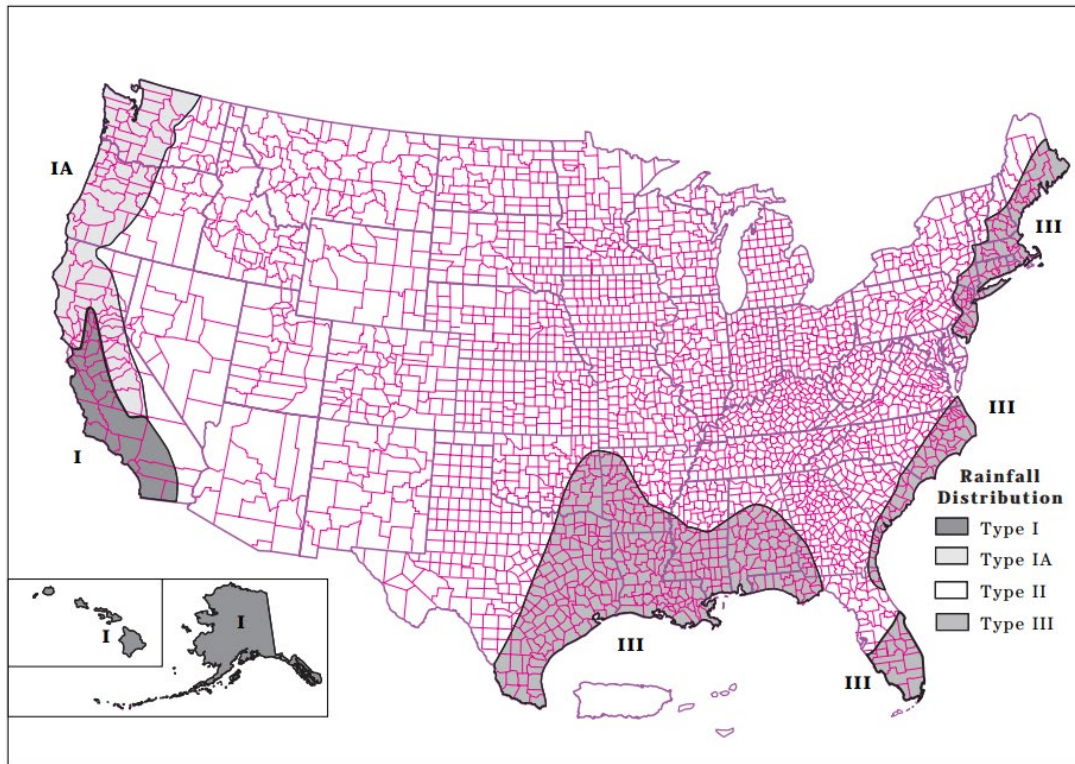


Figure 3.2: Geographic Boundaries for SCS Rainfall Distributions

WATER QUALITY CONSIDERATIONS

The City of Destin Level of Service (LOS) for drainage states the retention of the first one inch of rainfall on-site; and post-development runoff shall not exceed predevelopment runoff rate for a 25-year storm event, up to and including an event with a 24-hour duration (Article 10.03.02). This requirement is intended to catch and retain the “first flush” of pollutants that is carried in stormwater runoff from paved and developed surfaces. The intent is to retain this volume of runoff and percolate the volume back into the ground water stores thus providing treatment and recharging the existing groundwater. However, future regulations will begin to require the consideration of Total Maximum Daily Load (TMDL) for development sites. The TMDL is the calculation of the maximum amount of a pollutant allowed to enter a waterbody so that the waterbody will meet and continue to meet water quality standards for a particular pollutant.

The State of Florida is beginning to establish TMDLs for pollutant loads in waterbodies that have been classified as impaired by Section 303d of the Clean Water Act within the Northwest Florida region. This requirement will be implemented by the Florida Department of Environmental Protection (FDEP) and the Northwest Florida Water Management District (NFWFMD). As a partner with State agencies, the City of Destin will be expected to update local regulations following State guidelines.

Typical pollutants which will be considered are:

- Nutrients / Dissolved Oxygen
- Bacteria
- Metals
- Mercury

4 – STUDY AREAS, PROJECT LISTING & CITY-WIDE SWALE INITIATIVE

STUDY AREAS



Figure 4-1: Indian Bayou Basin Study

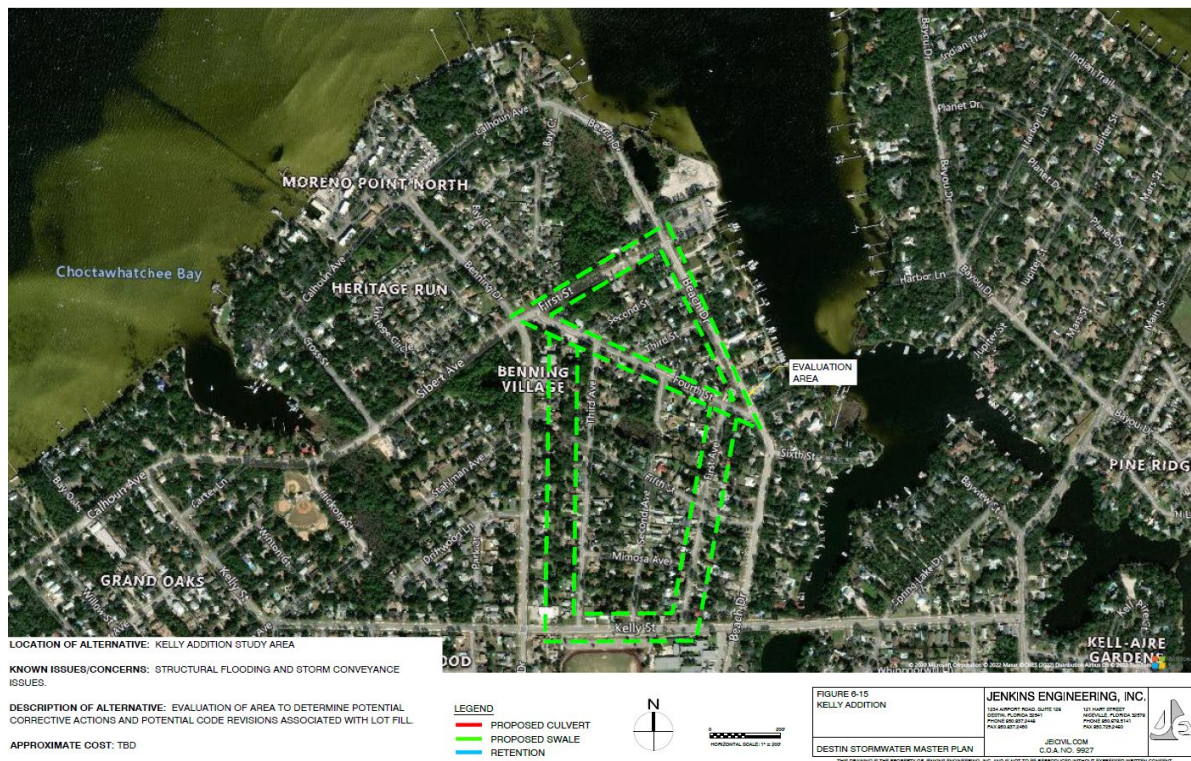


Figure 4-2: Kelly Addition Basin Study



PRIORITY PROJECT LIST

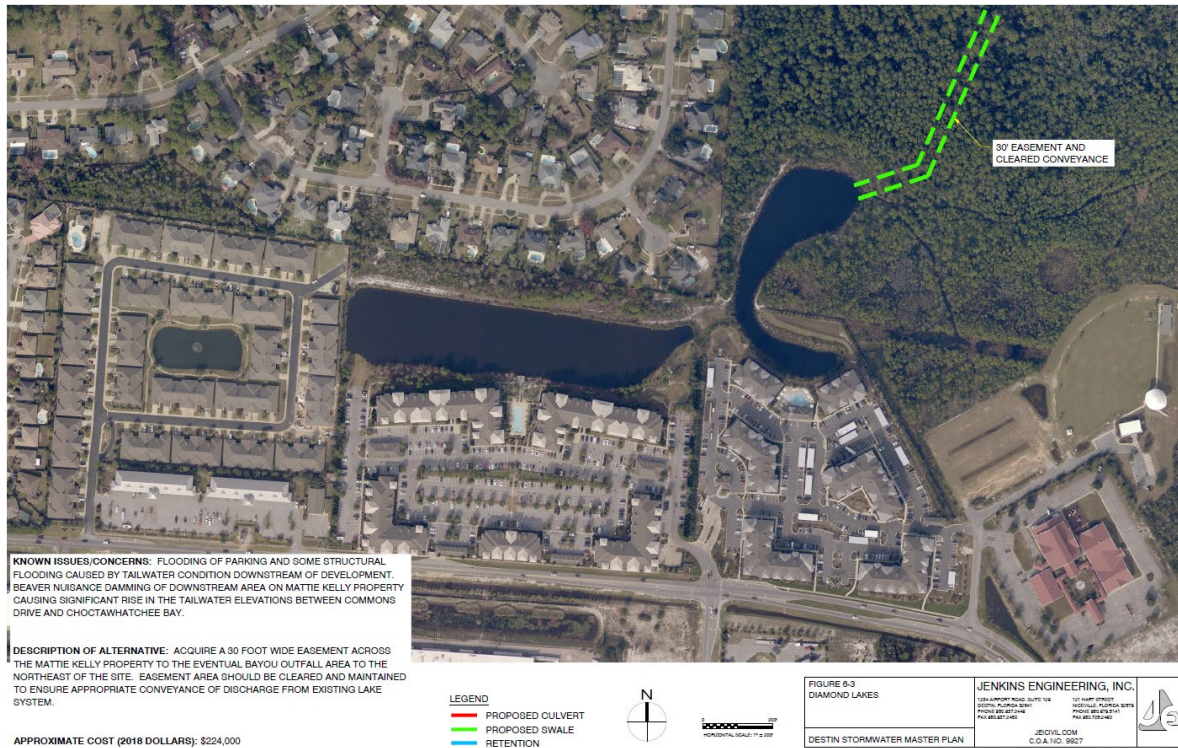


Figure 4-4: Diamond Lake (Mattie Kelly Arts)



Figure 4-5: First and Second Street

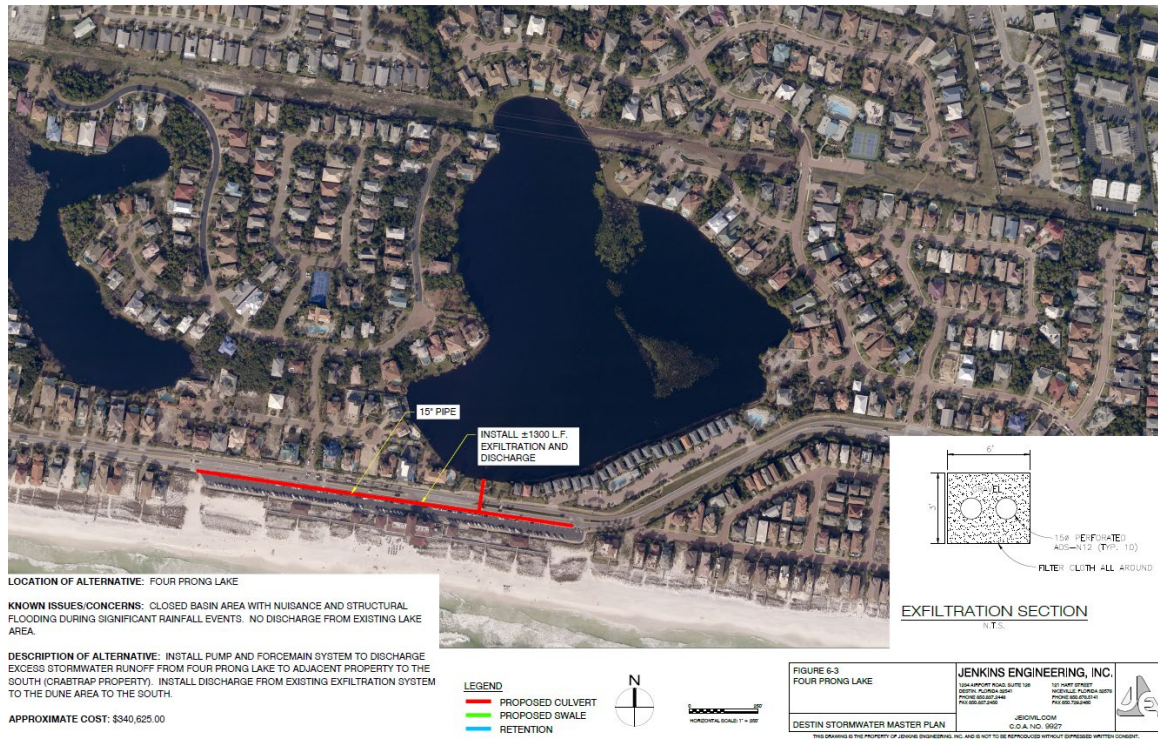


Figure 4-6: Four Prong Lake



Figure 4-7: Restaurant Row



Figure 4-8: Zerbe Street



Figure 4-9: Eagles Landing



Figure 4-10: Main Street and Indian Trail



Figure 4-11: Cross Street

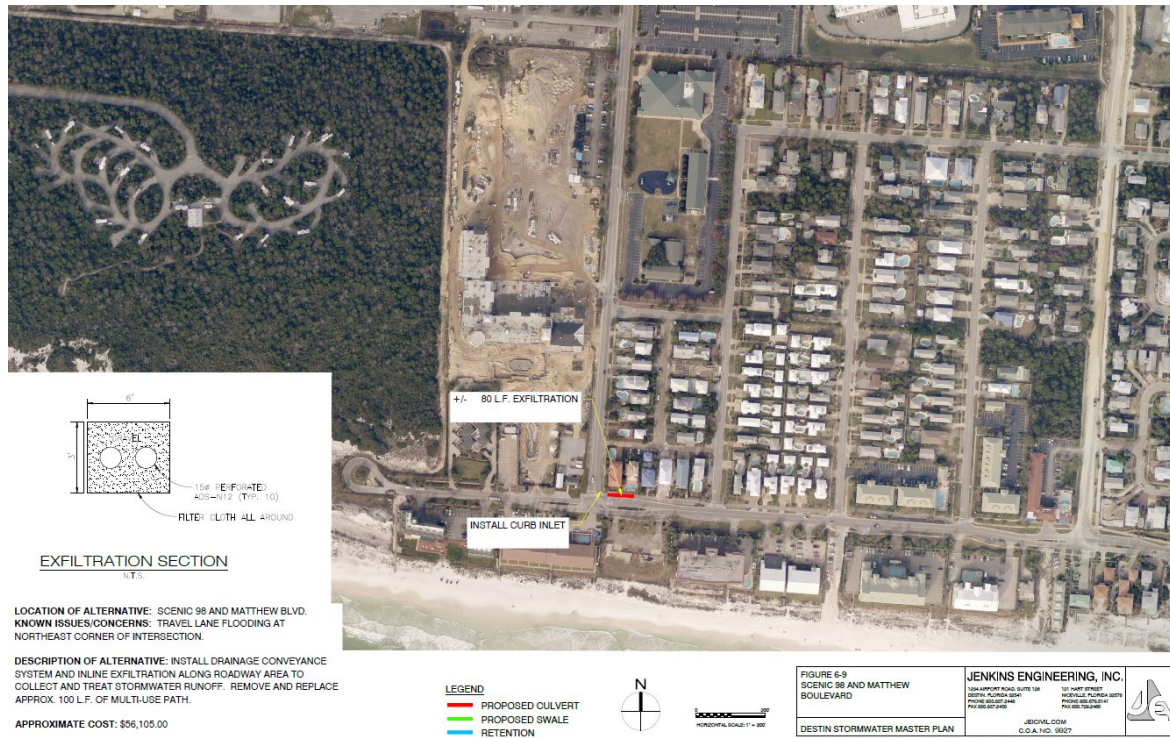


Figure 4-12: Scenic 98 and Matthew Boulevard



Figure 4-13: Reddin Brunson



Figure 4-14: Burning Tree

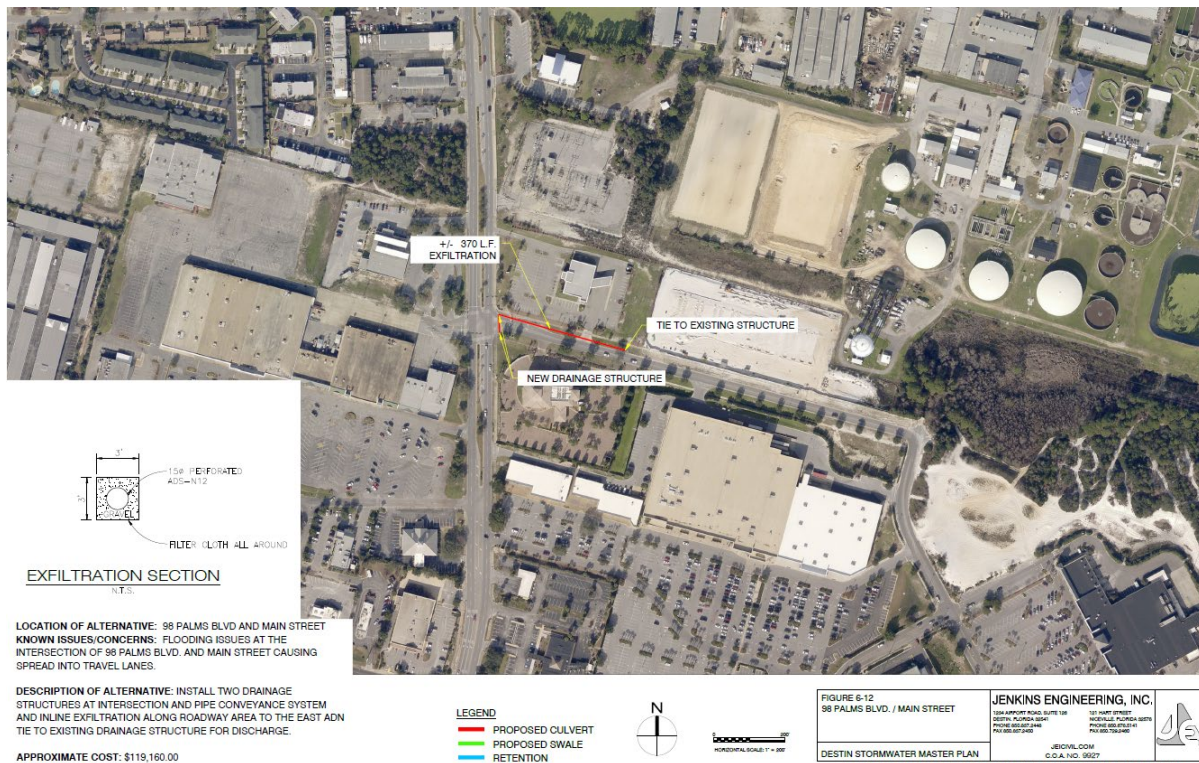


Figure 4-15: Main Street & 98 Palms



Figure 4-16: Heritage Run

CITY-WIDE SWALE INITIATIVE

The City of Destin is responsible for maintaining its Municipal Separate Storm Sewer System (MS4) as part of the FDEP's National Pollution Discharge Elimination System (NPDES) Program. The City MS4 is a publicly owned system of conveyances, made up of, roadside swales, curbs, catch basins, underground pipes, and outfalls designed or used for collecting stormwater.

Roadside swales are critical part of the City MS4. A roadside swale is a long, narrow vegetated depression commonly found adjacent to the roadways and on private property used to collect stormwater runoff. This low-cost, best management practice (BMP) removes sediments & other pollutants found in stormwater runoff while also preventing street and property flooding.

The City-wide Swale Initiative will identify additional public right of way and re-establish existing roadside swales (i.e., 3:1 slope) to further improve the MS4 and level of service for drainage. In addition, private stormwater facilities, approved through the Development Order process will also be part of the city-wide initiative. However, the reestablishment and maintenance responsibility will fall upon the respective Homeowners Association or Property Management Company.

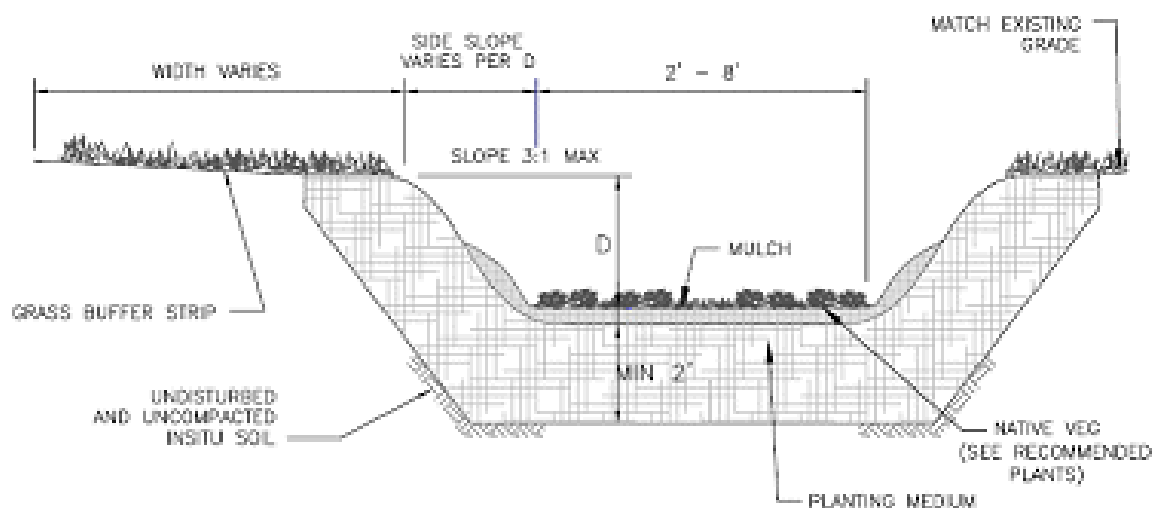


Figure 4-17: Typical 3:1 Roadside Swale

5 – ESTABLISHING A STORMWATER UTILITY (*RESERVED*)

6 – COMPREHENSIVE PLAN REVIEW

The City of Destin Comprehensive Plan establishes stormwater management goals and levels of service in Goal 4-4: Drainage. The primary objectives listed include:

POLICY 4-4.1: Improve Water Quality

The emphasis of Objective 4-4.1 is the implementation of stormwater best management practices that will remove suspended solids and nutrients from runoff entering the Harbor and other receiving water bodies. Installation and maintenance of cyclonic treatment structures at all Harbor Boulevard outfalls is a stated objective within this Comprehensive Plan section as well as working with Florida Department of Transportation (FDOT) officials to reduce or eliminate pollutants from State roadway points of drainage discharge.

POLICY 4-4.2: Optimize Existing Stormwater Capabilities

This section of the Comprehensive Plan outlines level of service requirements for stormwater improvements within the City of Destin. The currently stated levels of services (LOS) for stormwater design area as follows:

1. The post-development runoff rate shall not exceed the predevelopment runoff rate for a 100-year storm event, up to and including an event with a 24-hour duration. ***It should be noted this LOS conflicts with stormwater design criteria listed in Chapter 6.00.00 and Chapter 10.03.00 of the Land Development Code which both list pre versus post development runoff rate requirement to be the 25-year storm event.***
2. Roadway secondary conveyance infrastructure designed for 10-year/24-hour storm event.
3. Roadway cross-drains on collector/arterial roadways designed for 50-year/24-hour storm event; on local/collector roadways designed for 25-year/24-hour event.
4. Parking conveyance infrastructure designed for 5-year/24-hour storm event.
5. Finished floor (not final slab) elevations one foot above 100-year flood elevations (revised).
6. Increase abatement of pollutant loading through implementation of the Florida Department of Environmental Protection's and Northwest Florida Water Management District's Environmental Resource Permit requirements.

POLICY 4-4.3: Comply with NPDES

That stated objective in the section deals with meeting the current requirements of the City's National Pollutant Discharge Elimination System (NPDES) permit as a MS4 (Municipal Separate Storm Sewer System).

7 – LAND DEVELOPMENT CODE REVIEW

The City’s Land Development Code lays out more specific level of service and design criteria for stormwater management in Chapter 6.06.00 – Determination of concurrency, more specifically section 6.04.02(B)(3). The LOS stated in this section is *“Drainage: Retain the first inch of runoff on-site; and post-development runoff shall not exceed the pre-development rate for a 25-year storm event, up to and including an event with a 24-hour duration.”*

Section 10.03.02 of the City of Destin Land Development Code lists stormwater plan requirements for projects within the Destin city limits. These requirements are listed as, *“A stormwater management plan shall be submitted to the City for all projects that add impervious area or modify pervious area whether City Council approval is required or not. The adopted level of service for drainage is to retain the first inch of rainfall on-site; and post-development runoff shall not exceed predevelopment runoff rate for a 25-year storm event, up to and including an event with a 24-hour duration.”*

The requirements listed do not agree with the LOS standards required by section 6.04.02(B)(3). Specifically, chapter 6 requirements call for the retention of the first inch of runoff on-site, while section 10.03.02 calls for the retention of the first inch of rainfall on-site. The difference being the opportunity to utilize a runoff coefficient with the calculation of runoff which would typically provide a lesser volume requirement for retention. It would be our recommendation these code sections be coordinated to agree with one another.

Both Chapter 6 and Chapter 10, attenuation requirements conflict with the stated LOS requirements in the Comprehensive Plan. The Land Development Code requirements are specific to the 25-year critical storm event while the Comprehensive Plan sets the level of service requirement at the 100-year critical storm event. We would recommend rectifying these inconsistencies.

The city may consider the implementation of the 25-year critical storm criteria for sites that can display they are not in a closed basin, meaning they have an eventual connection to a receiving water body, and the 100-year critical storm criteria for projects within areas that would be considered “closed basins”, or those which do not have a connection to a receiving mitigative water body.

APPENDIX A – Floodplain Maps



Figure A-1: 10-Year Floodplain Map



Figure A-2: 25-Year Floodplain Map

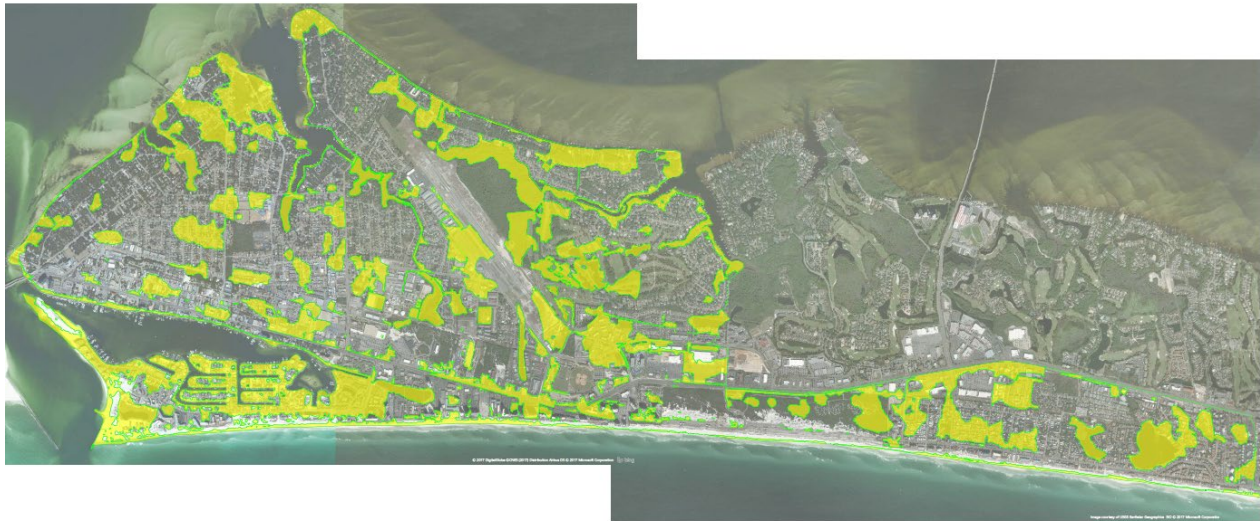


FIGURE 4-3
50-YEAR FLOODPLAIN MAP

DESTIN STORMWATER MASTER PLAN

JENKINS ENGINEERING, INC.
1004 AIRPORT ROAD, SUITE 104
DESTIN, FLORIDA 32541
PHONE: 850.837.2448
FAX: 850.837.2487
JENKINS.COM
C.O.A. NO. 9927



THIS DRAWING IS THE PROPERTY OF JENKINS ENGINEERING, INC. AND IS NOT TO BE REPRODUCED WITHOUT EXPRESSED WRITTEN CONSENT.

Figure A-3: 50-Year Floodplain Map



FIGURE 4-4
100-YEAR FLOODPLAIN MAP

DESTIN STORMWATER MASTER PLAN

JENKINS ENGINEERING, INC.
1004 AIRPORT ROAD, SUITE 104
DESTIN, FLORIDA 32541
PHONE: 850.837.2448
FAX: 850.837.2487
JENKINS.COM
C.O.A. NO. 9927



THIS DRAWING IS THE PROPERTY OF JENKINS ENGINEERING, INC. AND IS NOT TO BE REPRODUCED WITHOUT EXPRESSED WRITTEN CONSENT.

Figure A-4: 100-Year Floodplain Map



FIGURE 4-5 500-YEAR FLOODPLAIN MAP	JENKINS ENGINEERING, INC.	
	1024 AIRPORT ROAD, SUITE 108 DESTIN, FLORIDA 32541 PHONE: 850.837.2448 FAX: 850.837.2445	101 MAIN STREET MONTICELLO, FLORIDA 32185 PHONE: 850.276.5141 FAX: 850.733.2440
DESTIN STORMWATER MASTER PLAN	JENKINS.COM C.O.A. NO. 9927	
THIS DRAWING IS THE PROPERTY OF JENKINS ENGINEERING, INC. AND IS NOT TO BE REPRODUCED WITHOUT EXPRESSED WRITTEN CONSENT.		

Figure A-5: 500-Year Floodplain Map

APPENDIX B – 2004 Level of Service Prioritization Criteria

3.0 LEVEL OF SERVICE AND PRIORITIZATION CRITERIA

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

3.1 LEVEL OF SERVICE FOR EXISTING CONDITIONS

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

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

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

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

Table 3-1 Existing Conditions: Level of Service Criteria			
Ranking Criteria	Description	Minimum Score	Maximum Score
Hazard Potential	The level of flooding experienced by structures, property, and roadways is assessed by an assigned hazard assessment value. Sites that experience major flooding received a smaller score than those with minimal to no flooding. Flooding of a depth greater than 6 inches along any evacuation route for any storm is assigned the minimum point value for the hazard assessment criteria.	0	20
Economic Impacts	Residential or commercial land that is flooded to a point where structural damage occurs creates an economic impact to each property owner. Areas with the potential to incur the largest economic impacts due to flooding are assigned the lowest score, while those with no potential economical impacts receive the largest score. The approximate value of damage incurred is also factored in to the assigned score.	0	20
Jurisdictional Compliance	Development of new stormwater management systems within the City limits are held to design criteria stated by the City LDC and the Florida Department of Environmental Protection (DEP). Criteria exist for retention, detention, and filtration systems that are intended to minimize flooding potential and improve water quality (for both ground recharge and surface discharge). Locations where stormwater management facilities are not designed to meet the minimum jurisdictional criteria are assigned the minimum value for this LOS category, while areas with best management practices received higher values.	0	10

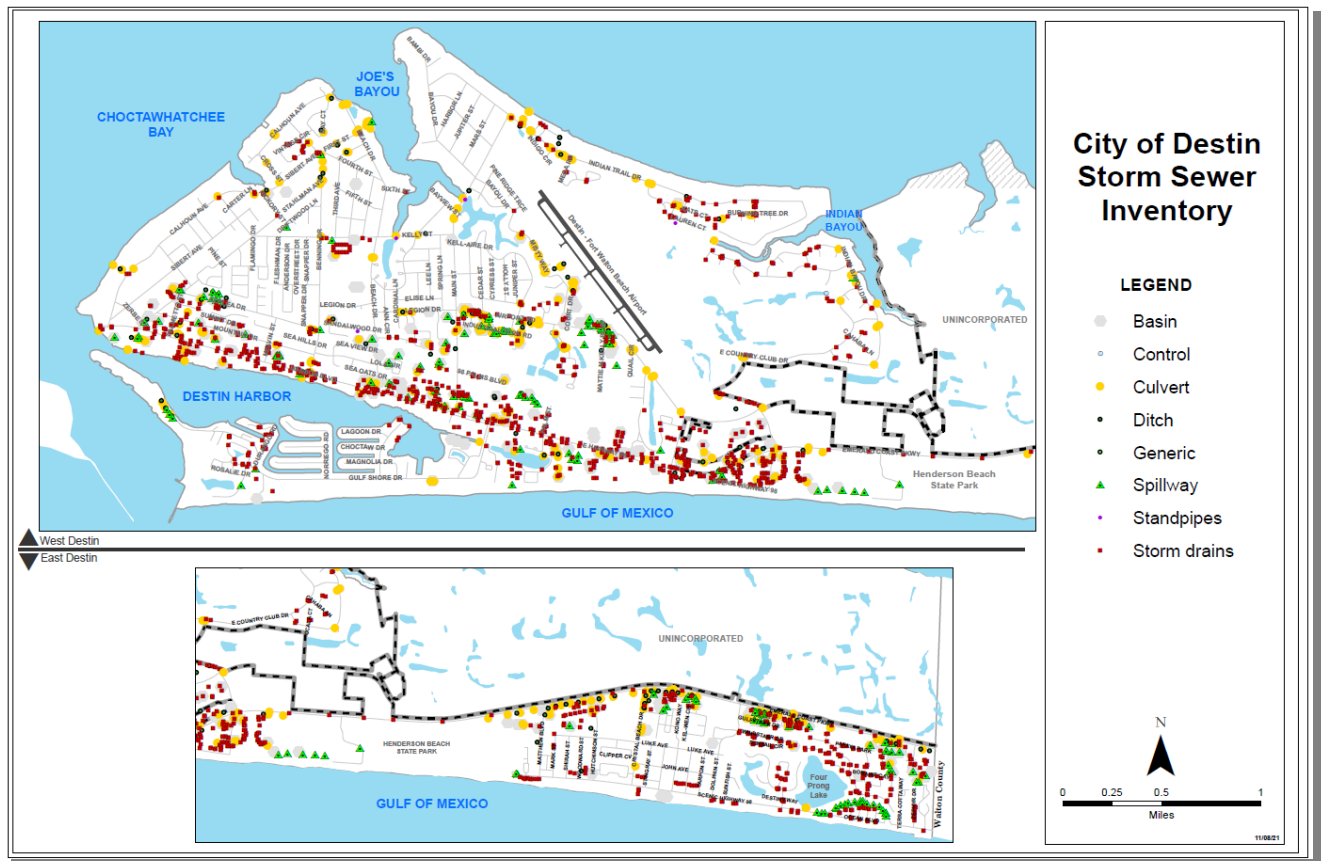
Total scores were assigned for each problem area and are based on a scale of 0-100. The higher the cumulative score, the higher the existing LOS. The range of values for each LOS category is provided in Table 3-2.

Table 3-2 Level of Service Assignment		
Cumulative Score	Level of Service Classification	
81 – 100 points	A	Excellent
66 – 80 points	B	Above Average
51 – 65 points	C	Average / Acceptable
31 – 50 points	D	Below Average
16 – 30 points	E	Significantly Deficient
0 – 10 points	F	Non-functional

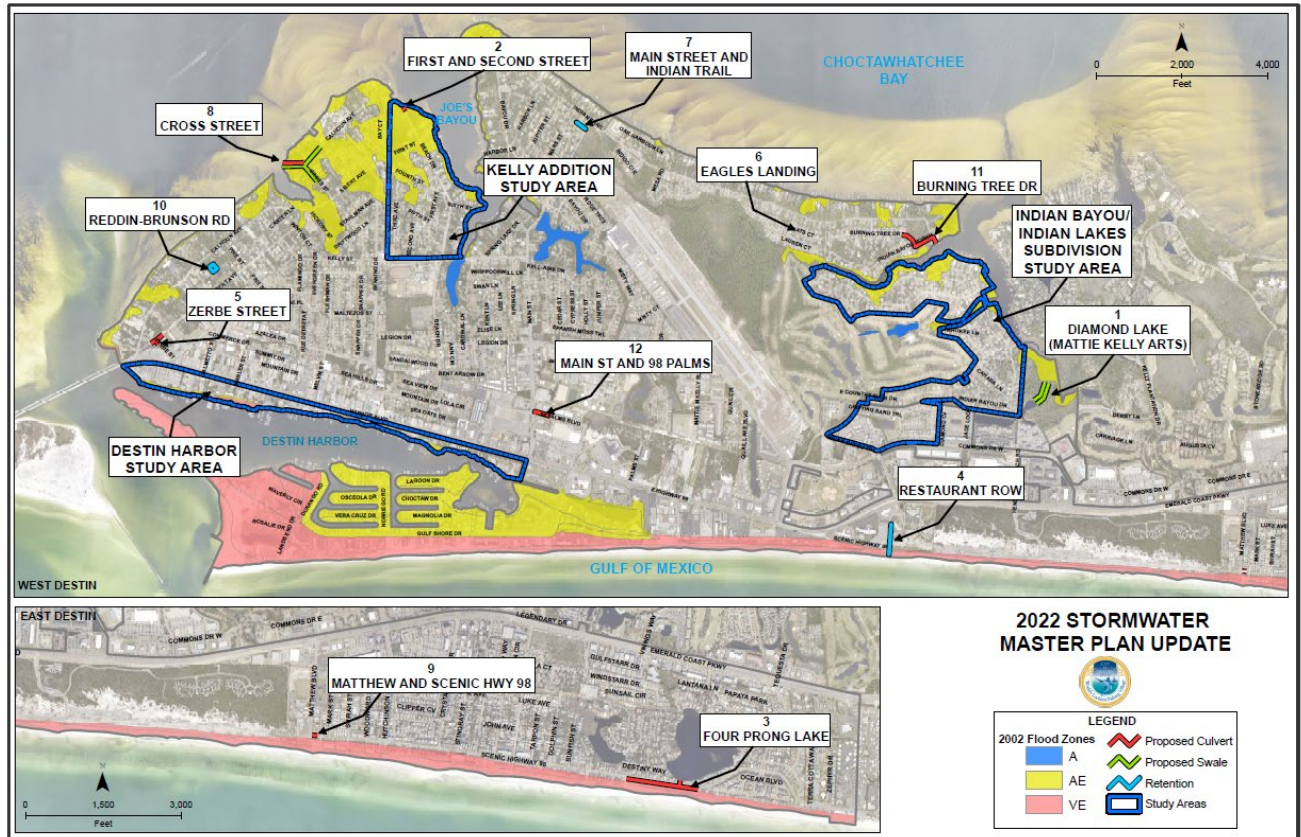
The ranking of all problem areas and recommended alternatives are contained in Section 7 of this report.

APPENDIX C – [Individual Drainage Basin Runoff Estimates](#)

APPENDIX D – City of Destin MS4 Map



APPENDIX E – Stormwater Master Plan Study Areas and Project Map



CITY OF DESTIN – COMMUNITY DEVELOPMENT



AGENDA ITEM

MEETING DATE: March 24, 2022
BOARD/COMMITTEE: Local Planning Agency
TYPE OF AGENDA ITEM: Action Item
OUTLINE NUMBER: 5.B.

TO: Local Planning Agency

THRU: Louis Zunguze, Community Development Director
Kimberly Kopp, Land Use Attorney

FROM: Steve O'Connor, Principal Planner
Tunazzina Alam, Planner

DATE: February 24, 2022

SUBJECT: Proposed Conditional Use 21-40-CU Destin Smoke Shop, and "Other Miscellaneous Store Retailers" use in the City of Destin Land Development Code.

I. BACKGROUND:

S Food Mart Nine LLC is requesting a Conditional Use (21-40-CU) approval for a smoke shop, which is classified as “**Other miscellaneous store retailers**” within *Table 7-2: Table of Allowable Uses, within the City of Destin Land Development Code (LDC)*, to be located at 34894 Emerald Coast Parkway. The existing site is 0.62 acres and is located within the Crystal Beach Plaza. The associated Parcel ID is 00-2S-22-0587-0000-0020. As proposed, there are no external site improvements being considered.

II. DISCUSSION:

The proposed use is in the Commercial General (CG) Zoning District. The proposed use of a smoke shop, which is classified as “**Other miscellaneous store retailers**” per the City of Destin Land Development Code (LDC) Table 7-2: Table of Allowable Uses, is a conditional use in the Commercial General (CG) zoning district. The following includes a review and analysis of the proposed use based on the **Future Land Use Element of the Comprehensive Plan** and criteria for conditional uses outlined in the **Land Development Code**.

A. COMPREHENSIVE PLAN POLICY ELEMENTS: As directed by the City’s **Comprehensive Plan (Policy 1-2.3.2)**, the CG zoning district is intended to accommodate “**general retail sales and services; highway-oriented sales and services; other general commercial activities defined in the LDC; customary accessory uses; and requisite**

community facilities.” The proposed use of a smoke shop would qualify as a miscellaneous store retailer, and therefore is in line with the intent of the CG district.

B. LAND DEVELOPMENT CODE/ZONING ELEMENTS: The following includes a review and analysis of the proposed conditional use based on the criteria outlined in **Section 7.12.10** of the Land Development Code:

C. CONDITIONAL USE ELEMENTS:

The proposed use of a smoke shop falls within the “**Other miscellaneous store retailers**” use category, which is a conditional use in the CG zoning district, as per Land Development Code **Section 7.12.06, Table 7-2**. In accordance with **Section 7.12.10, Land Development Code**, the applicant provided a conditional use request based upon the following:

1. Characteristic of Use
2. On and Offsite Improvement Needs
3. On-site Amenities
4. Criteria for Conditional Use

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

1. LAND USE COMPATIBILITY

Staff Comments: The proposed use is a Conditional Use within **Table 7-2, Section 7, Land Development Code (LDC)**.

Adjacent Land Uses: Smoke shops, or “other miscellaneous store retailers”, is listed as a conditional use in the Commercial General (CG) zoning district. The use is proposed within one of three existing suites on a 0.62-acre parcel. As per **Comprehensive Plan Policy 1-2.3.2: Commercial General (CG)**, the primary intent for the CG designated land is intended to accommodate general retail sales and services; highway-oriented sales and services; other general commercial activities defined in the LDC; customary accessory uses; and requisite community facilities. As proposed, the conditional use meets the intent of the CG zoning district.

Offsite Impacts: There are no anticipated off-site impacts.

2. SUFFICIENT SIZE, SITE SPECIFICATIONS, AND INFRASTRUCTURE

Staff Comments: The proposed project is compliant with the dimensional requirements listed in **Section 7.12.08**, as well as **Table 7-3, Land Development Code**.

Size: The applicant is proposing to locate within an existing 2,286 square foot retail space, located on Lot 2 of Crystal Beach Plaza. The site contains 0.62 acres, more or less (26,579 square feet). The landscaping and parking area is located on the parcel and is sufficient to accommodate all required facilities and design requirements related to the proposed use. The applicant has provided a shared parking agreement for the property.

Shared Parking: Aside from the proposed use, there are two other occupied suites that exist on the property, including Crystal Beach Plaza Lot 2, which has three units, including an ice cream shop, a fitness center., along with the proposed use to be located in the vacant unit. The previous use of this vacant unit required four (4) parking spaces, and the overall parking requirement for the site met the LDC requirements. But the proposed use is required to provide eight (8) parking spaces, leaving a deficit of four (4) spaces. However, the applicant has submitted a shared parking analysis and agreement that illustrates that peak hours of parking demand for each use do not overlap, suggesting that the parking on site is sufficient for all three uses. The shared parking agreement provided complies with ***Section 8.06.12, Reduction of the required number of vehicle parking spaces, Land Development Code***. The applicant is requesting consideration of a reduction in the number of required vehicle parking spaces as these retail stores' respective hours of need for maximum parking do not overlap. The owner of the property, jointly with the applicant, has agreed to provide shared parking through a shared parking agreement as required by ***Section 8.06.12, Reduction of the required number of vehicle parking spaces, Land Development Code***. Additionally, said shared parking agreement shall be recorded in the public records of Okaloosa County, Florida, prior to the issuance of any building permit or certificate of occupancy.

Access and Internal Circulation: Access is provided from the Emerald Coast Parkway Public Right-of-Way (ROW). Additionally, a second access point is located south of the development via a platted access easement.

Urban Design Enhancement: The necessary screening, buffers, landscaping, setbacks, and open space area already implemented as required by ***Section 12.04.00, Vehicle and Parking Standards, Land Development Code***, and as previously stated, the applicant is not proposing any external site improvements.

3. PROPER USE OF MITIGATIVE TECHNIQUES

Staff Comments: The proposed use is proposing no external site improvements; therefore, no additional mitigative techniques will be required. The site currently meets the stormwater requirements per ***Section 10.03.02, Stormwater Management, Land Development Code***.

4. HAZARDOUS WASTE

Staff Comments: There is no creation of hazardous waste anticipated with this use.

5. OVER PROLIFRATION OF USE

Staff Comments: Smoke shops, or “other miscellaneous store retailers”, are a Conditional Use in the CG zoning district. This portion of Emerald Coast Parkway is already an established commercial corridor, with various professional and business offices located in this area serving the residents of Destin. Within a one-mile radius from this location, Staff estimates that there is only one other smoke shop. Therefore, the proposal of a smoke shop is compatible with the surrounding uses without an over proliferation of such use.

6. COMPLIANCE WITH APPLICABLE LAWS AND ORDINANCES

Staff Comments: As proposed, the project meets the land development standards and regulations outlined in the Comprehensive Plan and Land Development Code.

7. PUBLIC COMMENT:

None received to date

A. Link to Strategic Goals / Objectives: Economic Development and Revitalization

B. Effect on Budget (EOB): There is no anticipated impact on the budget.

C. Level of Service (LOS): There is no anticipated effect on LOS.

III. CONCLUSION:

The Applicant is requesting a Conditional Use (21-40-CU) approval for the location of a smoke shop. The proposed use is a Conditional Use in CG, ***Section 7.12.00, Land Development Code.***

The project is consistent with the following:

1. Comprehensive Plan ***Policy 1-2: Future Land Use Element.***
2. Comprehensive Plan ***Policy 12-4.1.8: Multi-Modal Transportation District.***
3. Land Development standards outlined in ***Article 7, Land Development Code.***
4. Land Development standards outlined in ***Article 8, Land Development Code.***

Based upon these findings, Staff recommends approval of Conditional Use 21-40-CU, provided that the applicant provides the City with a copy of the executed shared parking agreement signed by the owner and all current tenants of the existing suites.

IV. RECOMMENDED MOTION:

I move that the Local Planning Agency recommend City Council approve Conditional Use 21-40-CU with the condition that the applicant provides the City with a copy of the executed shared parking agreement signed by the owner and all current tenants of the existing suites.

Attachments:

1. 34894 Emerald Coast Pkwy Parking Letter
2. 34894 Emerald Coast Pkwy Site plan_v1
3. 34894 Emerald Coast Pkwy floor plan_v1
4. 34894 Emerald Coast Pkwy Lease_v1

BARKER BUILDING CO., INC
PO BOX 2341
SANTA ROSA BEACH, FLORIDA 32459
850-420-1383



January 28, 2022

Attn: Tunazzina Alam
CITY OF DESTIN | Community Development
4100 Indian Bayou Trail
Destin, FL 32541

Ms. Alam:

I am writing you, as Owner's Agent for South Emerald Coast Property LLC, regarding 21-40-CU Smoke Shop Conditional Use Application and DO-125 Mattress Firm Simple Deviation Change Order.

The Simple Deviation allocated 4 spaces to unit B under furniture store use. The current proposed use for Unit B is smoke shop, which requires 8 spaces in accordance with the Land Development Code. This is 4 more spaces than the 4 allocated under the DO.

Pursuant to Section and paragraph 8.06.12.A.1 of the Land Development Code, we are requesting consideration of a reduction of joint use of parking spaces. The request is based on the fact that the peak hours of activity for the tenant mix as a whole does not overlap. The peak hours of operation are:

Unit A, Ice Cream – peak hours are 7:00 p.m. – 11:00 p.m.

Unit B, Smoke Shop – peak hours are 8:00 p.m. – 12:00 a.m.

Unit C, Fitness – peak hours are 5:00 a.m. – 6:45 p.m. (see attached fitness training schedule)

Please advise if there is any additional information that I may provide to assist with this request.

Best regards,

A handwritten signature in black ink, appearing to read "C. Barker", written in a cursive style.

Charlie Barker



- CARDIO
Wed
- RESISTANCE
Tues, Thurs, Sun
- HYBRID
Mon, Fri, Sat
- RECOVERY
Mon – Sun

Find a Class

My Account

S	M	T	W	T	F	S
16	17	18	19	20	21	22
23	24	25	26	27	28	29

Full Calendar

Wednesday, January 19

12:00 PM – 12:45 PM CST

Varsity

Bailey Wade

22 of 27 open

BOOK

> View details

05:00 PM – 05:45 PM CST

Varsity

Gillian Takais

20 of 27 open

BOOK

> View details

06:00 PM – 06:45 PM CST

Varsity

Gillian Takais

20 of 27 open

BOOK

[› View details](#)

Thursday, January 20

05:00 AM – 05:45 AM CST

Liberty

Gillian Takais

21 of 27 open

BOOK

[› View details](#)

06:00 AM – 06:45 AM CST

Liberty

Gillian Takais

23 of 27 open

BOOK

[› View details](#)

07:00 AM – 07:45 AM CST

Liberty

Gillian Takais

25 of 27 open

BOOK

[› View details](#)

09:30 AM – 10:15 AM CST

Liberty

Gillian Takais

16 of 27 open

BOOK

[› View details](#)

12:00 PM – 12:45 PM CST

Liberty

Bailey Wade

25 of 27 open

BOOK

[› View details](#)

05:00 PM – 05:45 PM CST

Liberty

Brandon Boyd

22 of 27 open

BOOK

[› View details](#)

06:00 PM – 06:45 PM CST

Liberty

Brianna Anderson (su...

24 of 27 open

BOOK

[› View details](#)

Friday, January 21

05:00 AM – 05:45 AM CST

Miami Nights

Gillian Takais

31 of 36 open

BOOK

[› View details](#)

06:00 AM – 06:45 AM CST

Miami Nights

Gillian Takais

33 of 36 open

BOOK

[› View details](#)

07:00 AM – 07:45 AM CST

Miami Nights

Gillian Takais

32 of 36 open

BOOK

[› View details](#)

09:30 AM – 10:15 AM CST

Miami Nights

Gillian Takais (*substitu...*)

31 of 36 open

BOOK

[› View details](#)

12:00 PM – 12:45 PM CST

Miami Nights

Bailey Wade

34 of 36 open

BOOK

[› View details](#)

05:00 PM – 05:45 PM CST

Miami Nights

Brandon Boyd (*substit...*)

33 of 36 open

BOOK

[› View details](#)

Saturday, January 22

07:00 AM – 08:00 AM CST

NOHO

Bailey Wade

34 of 36 open

BOOK

[› View details](#)

09:30 AM – 10:30 AM CST

NOHO

Brandon Boyd

28 of 36 open

BOOK

[› View details](#)

Sunday, January 23

09:30 AM – 10:15 AM CST

Wingman

Gillian Takais

28 of 36 open

BOOK

[› View details](#)

Monday, January 24

READY FOR SOME LIFE CHANGING TEAM TRAINING?

START TRIAL

[› View details](#)

06:00 AM – 06:45 AM CST

Abacus

Gillian Takais

35 of 36 open

BOOK

[› View details](#)

07:00 AM – 07:45 AM CST

Abacus

Gillian Takais

35 of 36 open

BOOK

[› View details](#)

09:30 AM – 10:15 AM CST

Abacus

Gillian Takais

36 of 36 open

BOOK

[› View details](#)

12:00 PM – 12:45 PM CST

Abacus

Bailey Wade

36 of 36 open

BOOK

[› View details](#)

05:00 PM – 05:45 PM CST

Abacus

Brandon Boyd

35 of 36 open

BOOK

[› View details](#)

06:00 PM – 06:45 PM CST

Abacus

Brandon Boyd

35 of 36 open

BOOK

[› View details](#)

Tuesday, January 25

05:00 AM – 05:45 AM CST

Renegade

Gillian Takais

34 of 36 open

BOOK

[› View details](#)

06:00 AM – 06:45 AM CST

Renegade

Gillian Takais

35 of 36 open

BOOK

[› View details](#)

07:00 AM – 07:45 AM CST

Renegade

Gillian Takais

35 of 36 open

BOOK

[› View details](#)

09:30 AM – 10:15 AM CST

Renegade

Gillian Takais

36 of 36 open

BOOK

[› View details](#)

12:00 PM – 12:45 PM CST

Renegade

Bailey Wade

36 of 36 open

BOOK

[› View details](#)

05:00 PM – 05:45 PM CST

Renegade

Brandon Boyd

35 of 36 open

BOOK

[› View details](#)

06:00 PM – 06:45 PM CST

Renegade

Brandon Boyd

35 of 36 open

BOOK

[› View details](#)

Lot 2, Crystal Beach Plaza

ALTA/ACSM LAND TITLE SURVEY

LEGAL DESCRIPTION:

(Per Title Commitment 5011612-2061-3689959, effective date 01/10/17, revised 02/01/2017)

Lot 2, CRYSTAL BEACH PLAZA, a Commercial Subdivision, according to the plat thereof as recorded in Plat Book 15, Pages 33 and 34, of the Public Records of Okaloosa County, Florida.
Parcel Identification Number: 00-2S-22-0587-0000-0020
Contains 0.61 acres or 26,591.98 Sq. Ft. more or less.

TOGETHER WITH a non-exclusive easement for ingress and egress over and across the Easterly 12 feet, more or less, of Lot 1 of said CRYSTAL BEACH PLAZA as more particularly set forth and described in that certain Cross Easement and Maintenance Agreement recorded in Official Records Book 1997, Page 2096, of the Public Records of Okaloosa County, Florida.

TOGETHER WITH a non-exclusive 40 foot access easement as shown on the plat of CRYSTAL BEACH PLAZA, a Commercial Subdivision, according to the plat thereof as recorded in Plat Book 15, Pages 33 and 34, of the Public Records of Okaloosa County, Florida.

SURVEYOR'S NOTES:

- REVIEW OF TITLE INSURANCE POLICY FOR MF DESTIN, LLC, ORDER #5011612-2061-3689959, EFFECTIVE DATE 01/10/17, REVISED 02/01/2017, AS PROVIDED, REVEALS THOSE EXCEPTIONS FROM COVERAGE, SCHEDULE B, PART 1, ITEMS 1-16, LISTED IN TABLE BELOW.
- NO UNDERGROUND INSTALLATIONS, FOUNDATION FOOTINGS OR UTILITIES HAVE BEEN LOCATED EXCEPT AS NOTED. SUBJECT TO A NON-EXCLUSIVE UTILITY EASEMENT 10 FEET WITHIN THE BOUNDARY LINES OF THAT PROPERTY NOW KNOWN AS THE PLAT OF CRYSTAL BEACH PLAZA, A COMMERCIAL SUBDIVISION, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 15, PAGES 33 AND 34, OF THE PUBLIC RECORDS OF OKALOOSA COUNTY, FLORIDA, AS RECORDED IN O.R. BOOK 1875, PAGE 841, PUBLIC RECORDS OF OKALOOSA COUNTY, FLORIDA.
- BASED ON THE NATIONAL FLOOD INSURANCE PROGRAM "FIRM" MAP COMMUNITY - PANEL NUMBER 12091C0493H, DATED DECEMBER 6, 2002, THE ABOVE DESCRIBED PROPERTY IS LOCATED IN ZONE X.
- BEARINGS SHOWN HEREON ARE BASED ON THE PLATTED SOUTHERLY RIGHT-OF-WAY LINE OF STATE ROAD 30 (U.S. HIGHWAY 98, EMERALD COAST PARKWAY, R/W VARIES), SAID LINE BEING SOUTH 79°58'01" WEST, AS PER F.D.O.T. R/W MAP SECTION 57030-2548.
- EXPECTED USE OF THE SITE IS FOR COMMERCIAL PURPOSES AND THE ACCURACIES FOR CLOSURE WERE EXCEEDED FOR A SUBURBAN SURVEY. THIS SURVEY TRUE AND CORRECT AS PER 5J-17.051 AND 5J-7.052, FLORIDA ADMINISTRATIVE CODE. NO ADDITIONS OR DELETIONS FROM THIS SURVEY WITHOUT CONSENT FROM SIGNING PARTY.
- ELEVATIONS ARE RELATIVE TO NORTH AMERICAN VERTICAL DATUM OF 1988. CONTOUR INTERVALS ARE ONE FOOT.
- DATA COLLECTION METHODS UTILIZED WERE WITH TOPCON SURVEY GRADE EQUIPMENT WITH PHYSICAL OCCUPATIONS MADE ON NGS MONUMENTS, HAVING PUBLISHED GEODETIC DATA. NO CONSTRAINED ADJUSTMENTS WERE MADE FOR THIS SURVEY.

ITEMS LISTED IN SCHEDULE BIII EXCEPTIONS:

First American Title Insurance Company, Owner's policy of title insurance policy No. 5011612-2061-3689959; EFFECTIVE DATE 01/10/17, REVISED 02/01/2017.

- Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date but prior to the date the proposed insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment. None identified per survey or title commitment.
- Any rights, interests, or claims of parties in possession of the land not shown by the public records. None identified per survey or title commitment.
- Any encroachment, encumbrance, violation, variation or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the land. None identified per survey or title commitment.
- Any lien, for services, labor, or materials in connection with improvements, repairs or renovations provided before, on, or after Date of Policy, not shown by the public records. None identified per survey or title commitment.
- Any dispute as to the boundaries caused by a change in the location of any water body within or adjacent to the land prior to Date of Policy, and any adverse claim to all or part of the land that is, at Date of Policy, or was previously under water. None identified per survey or title commitment.
- Taxes or special assessments not shown as liens in the public records or in the records of the local tax collecting authority, at Date of Policy. None identified per survey or title commitment.
- Taxes and assessments for the year 2017 and subsequent years, which are not yet due and payable. None identified per survey or title commitment.
- Restrictions, dedications, conditions, reservations, easements and other matters contained on the Plat of CRYSTAL BEACH PLAZA, as recorded in Plat Book 15, Pages 33 and 34, but omitting any covenants or restrictions, if any, based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, or source of income, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law. Easement depicted on survey, affects subject property.
- Restrictions, covenants, conditions and easements, which include provisions for a private charge or assessment, but omitting any covenants or restrictions, if any, based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, or source of income, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law, as contained in Declaration of Covenants and Restrictions Crystal Beach Plaza Shopping Center recorded in Official Records Book 1875, Page 841, and the amendments thereto recorded in Official Records Book 1876, Page 1358; Official Records Book 1895, Page 1026 and Official Records Book 1997, Page 2090. Easements, height limitations depicted on survey, affects subject property.
- Terms, conditions, easements and other provisions contained in Cross Easement and Maintenance Agreement recorded in Official Records Book 1997, Page 2096. Easement depicted on survey, affects subject property.
- Lease by and between MF Destin, LLC, Landlord, and Mattress Firm, Inc., Tenant, dated November 24, 2014, as amended January 7, 2015. (as to Owners Policy only) (revised 2/1/17 mgf). Not survey related, not plottable.
- Lease by and between MF Destin, LLC, Landlord, and Emerald Coast Subs IV, LLC, Tenant, dated November 12, 2014, as amended May 27, 2015 and December 7, 2015. (as to Owners Policy only) (Effective Date 01/10/2017, revised 2/1/17 mgf) Not survey related, not plottable.
- Terms, covenants, conditions and other matters contained in any unrecorded Lease(s) and all rights thereunder of the Lessee(s) and of any person claiming by, through or under the Lessee(s). Not survey related, not plottable.

SURVEYOR'S CERTIFICATE:

To MF Destin, LLC, a Florida limited liability company; Everbank, a federal savings bank, its successors and/or assigns as their interests may appear; First American Title Insurance Company.

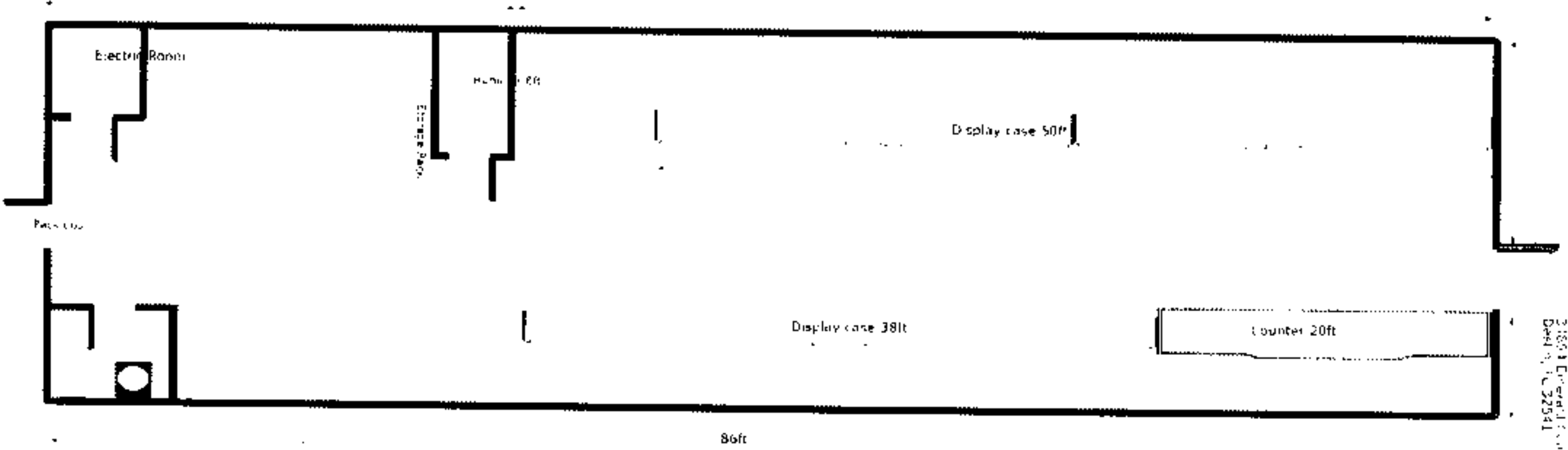
This is to certify that this map or plat and the survey on which it is based were made in accordance with the 2016 Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys, jointly established and adopted by ALTA and NSPS. The field work was completed on February 07, 2017.

Shannon D. Clatchey, PSM, Florida Reg. # 6178

Dated

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER		ALTA/ACSM LAND TITLE SURVEY Lot 2, Crystal Beach Plaza 34894 and 34896 Emerald Coast Pkwy Parcel ID# 00-2S-22-0587-0000-0020 RARE EARTH SURVEYING & MAPPING Professional Surveyor - Florida Licensed Business No. 7350 1402 Five Street, Naples Florida 34108 TEL (888) 898-8147 FAX (850) 728-2516	
REVISIONS		Job No:	16-0276
Rev. _____ Date: _____		Cadd File:	16-0276 ASB
Rev. _____ Date: _____		Field Date:	Sept./2016
Rev. _____ Date: _____		Drawn By:	PM/SS
Rev. per MarkOne _____ Date: 02/08/2017		Field By:	SC
		Field Bk/Pg:	N/A

Contiguity Statement concerning Lot 2, Crystal Beach Plaza and that platted access easement and 24' ingress-egress easement. From field survey and subsequent investigation into those easements noted as platted 40' access easement and 24' ingress-egress easement per O.R. Book 1997, page 2096, public records of Okaloosa County, Florida, I, Shannon Clatchey, a licensed Florida land surveyor, PSM #6178, do attest that those easements of record are contiguous to Lot 2, Crystal Beach Plaza, having no gaps or gores and are in accord with the intention and geometry of the plat.



21551 Emerald Court, Ste. 101, Uptown, UT 84002
Phone: 435-254-1111

SHOPPING CENTER LEASE AGREEMENT

THE STATE OF FLORIDA

COUNTY OF OKALOOSA

Lease Agreement ("Lease"), made and entered into this 10th day of September, 2021, with effective date provided below, by and between South Emerald Coast Property, LLC., a Florida Limited Liability Corporation, hereinafter called "Lessor" and S Food Mart Nine LLC, a Florida Limited Liability Company, hereinafter called "Lessee".

WITNESSETH:

That for and in consideration of the covenants, agreements and stipulations herein contained, Lessor does hereby demise and lease unto Lessee and Lessee does hereby take, rent and hire from Lessor for the term and upon the terms and conditions hereinafter set out, a lease space in the Destin West Shopping Center (the "Shopping Center").

The tract upon which the Shopping Center is located is more particularly described on Exhibit "A" hereunto attached. The lease space hereby demised ("the Premises") is outlined in red on the plan of the Shopping Center attached hereto as Exhibit "B". Both of said Exhibits have been initialed by the parties hereto and made a part hereof. Lessor reserves the right to place in, under, over or through the Premises all pipes, wires, lines and facilities serving other areas of the Shopping Center.

FUNDAMENTAL LEASE PROVISIONS

Whenever the following terms appear in this Lease with their initial letter(s) capitalized, such use shall constitute a reference to the appropriate descriptions for such terms in this section.

- (a) **Shopping Center** (including street address):
Destin West Shopping Center
34894 Emerald Coast Parkway
Destin, Florida, 32541
- (b) **Lessor** [Landlord] (including mailing address):
South Emerald Coast Property, LLC
1931 Cordova Road, Suite 304
Fort Lauderdale, Florida 33316
- (c) **Lessee** [Tenant] (address and email address):
S Food Mart Nine LLC
4781 N 9th Ave
Pensacola, FL 32503
- (d) **Lessee's Trade Name:** Smoke Shop
- (e) **Premises:** That portion of the Shopping Center known as address 34894 Unit #2 Emerald Coast Parkway, Destin, Florida 32541 identified and/or outlined in red on the plot plan attached hereto as Exhibit "B" and made a part hereof for all purposes and containing approximately 2,286 square feet of rentable area.
- (f) **Permitted Use:** Operation of a Smoke & Vape Shop selling tobacco related products
- (g) **Term/Commencement date:** Following Lease execution by both parties a period

Year 1	\$28.00/SF annually or \$4,533.67 per month (Base term)
Year 2	\$28.00/SF annually or \$4,533.67 per month (Base term)
Year 3	\$28.84/SF annually or \$4,669.68 per month (Base term)
Year 4	\$29.71/SF annually or \$4,810.54 per month (Base term)
Year 5	\$30.60/SF annually or \$4,954.65 per month (Base term)
Year 6	\$31.51/SF annually or \$5,101.99 per month (Base term)
Year 7	\$32.46/SF annually or \$5,255.82 per month (Base term)
Year 8	\$33.43/SF annually or \$5,412.87 per month (Base term)
Year 9	\$34.44/SF annually or \$5,576.41 per month (Base term)
Year 10	\$35.47/SF annually or \$5,743.18 per month (Base term)
Year 11-15	Option #1 Five (5) years with 2% increase each year
Year 16-20	Option #2 Five (5) years with 2% increase each year
Year 21-25	Option #3 Five (5) years with 2% increase each year

DS
MR

DS
BB

- (i) **Security Deposit:** Equal to First month's base rental, plus NNN and Sales Tax due upon Lease execution.
- (j) **Pre-Paid Rent:** Equal to First month's base rental, plus NNN and Sales Tax due upon Lease execution.
- (k) **Common Area Maintenance** (Estimated Contribution): \$2,253.88 per year, payable in equal monthly installments of \$187.82, plus sales tax subject to adjustments as set forth in Paragraph 10 hereof. CAM currently \$5.30 per square foot, based on actual size of the Premises, and including the prorated amounts for common area maintenance charges, ad valorem tax, property insurance and any and all association fees and assessments, subject to change each year, based on actual expenses. Landlord agrees to cap controllable expense at 3% annually. No cap on taxes or insurance.
- (l) **Taxes** (Estimated Contribution): \$5,440.40 per year, payable in equal monthly installments of \$453.37, plus sales tax subject to adjustment as set forth in Paragraph 5 herein.
- (m) **Casualty Insurance** (Estimated Contribution): \$2,603.62 per year, payable in equal monthly installments of \$216.97, plus sales tax subject to adjustment as set forth in Paragraph 15 herein.
- (n) **Prepaid Minimum Rental:** \$5,391.83, plus sales tax payable upon execution of this Lease, as a prepayment of the Minimum Rental, Common Area Maintenance, Taxes, and Casualty Insurance Contributions for the first full month of the Term.
- (o) **Rental Payment Place:** Per ACH Authorization TBD or at such as Lessor may from time-to-time designate in writing.
- (p) **Pro Rata Share:** 26.88%, representing the percentage of the total rentable space in the Shopping Center included within the Premises.
- (q) **Security Deposit:** \$5,391.83 Plus sales tax payable upon execution this lease.
- (r) **Personal Guarantors (including mailing address):**

- (s) **Delivery Date (Occupancy):** Following Lease execution, and delivery of space to Tenant in a broom – clean condition, Tenant's delivery of appropriate insurance policies and certifications to Landlord, and any regulatory permits or occupancy requirements of the local jurisdiction.
- (t) **Exclusive Use:** Provided that Tenant is not in default of Lease terms and so long as Tenant remains in continuous operation, Landlord will not lease any space in the retail building to any other business in which revenues are primarily competing.

1. **Purpose.** Lessee shall use the Premises solely for the Permitted Use. Lessee shall not use or permit use of the Premises for any other purpose without the written consent of Lessor. Lessee's business shall be advertised as and operated under Lessee's Business Name unless and until the chain or franchise (if any) changes its name, whereupon Lessee may use and advertise such new name. Lessee shall not conduct any auction, bankruptcy, fire, "lost our lease", "going out of business", or similar sale. Lessee shall not use any loudspeaker, phonograph, radio or sound amplifier which is audible outside the Premises. Lessee shall not commit or permit any act which is a nuisance or annoyance to Lessor or other Lessees, or which might, in the exclusive judgment of Lessor, appreciably damage Lessor's goodwill and reputation, or which could tend to injure or depreciate the Shopping Center.

Lessee binds and obligates itself to occupy and use the entire Premises continuously during the Term of this Lease for the purpose provided above and according to the generally accepted best standards for the operation of same or similar businesses, and in a manner reasonably calculated to produce maximum Gross Sales, as defined below, including without limitation: maintaining a sufficient staff of employees and a reasonable business inventory; remaining open for business on regular business days and during regular business hours (normal business holidays excepted).

2. **Term.** The Term of this Lease shall begin on the Commencement Date and terminate on the Termination Date, unless sooner terminated in accordance with the terms and conditions hereinafter set forth. Any entry onto or use of the Premises by Lessee prior to the Commencement Date shall be governed by all of the terms and provisions of this Lease except those requiring payment of rent. Provided that, notwithstanding the foregoing, if Lessee opens the Premises for business prior the Commencement Date, then the Commencement Date shall be deemed to be the date on which Lessee opens the Premises for business. At the request of Lessor from time-to-time, Lessee shall execute one or more memoranda or letters stating and confirming the Commencement and Termination Dates of this Lease as well as current amount owed if current or if not current. Additionally, Lessee to execute one or more memoranda stating if Landlord is current with any amount due to Tenant.

3. **Minimum Rental.** Lessee covenants and agrees to pay Lessor the Minimum Rental via ACH at the Rental Payment Designation, plus sales tax, on the first day of each month, payable in advance for each month for the Term of this Lease. Lessee shall pay the Prepaid Minimum Rental upon execution of this Lease, for the first full month of the Term.

4. **Percentage Rental.** N/A

5. **Taxes.** Lessee shall pay its Pro Rata Share of all real property and ad valorem property taxes

6. Rent Payments. All payments of Minimum Rental, additional rental or other payments due under this Lease (all of which are collectively referred to as "Rent") shall be paid to Lessor via ACH without demand, deduction, abatement or off set, except as expressly provided herein. In the event that any Rent payment is not received by the fifth (5th) of the month in which it is owed, in the case of Minimum Rental or additional rental, and by the 1st day of the month after monthly or annual statements are due in the case of End of Year Reconciliation, then a delinquent charge of ten percent (10%) of the amount due shall be charged Lessee, and such charge shall be due with the Rent payment as additional rental. If Lessee fails to timely pay two (2) consecutive installments of Minimum Rental, Percentage Rental, additional rental, or other payment specified herein, or any combination thereof, Lessor may require Lessee to pay (in addition to any "late charge") Minimum Rental, additional rental, and other payments specified herein (as estimated by Lessor, if necessary) quarterly in advance and, in such event, all future payments shall be made on or before the due date in cash or by cashier's check or money order, and the delivery of Lessee's personal or corporate check shall no longer constitute payment thereof. Any acceptance of Lessee's personal or corporate check thereafter by Lessor shall not be construed as a waiver of the requirement that such payments be made in cash or by cashier's check or money order. Any amount so estimated by Lessor and paid by Lessee shall be adjusted promptly after actual figures become available and paid or credited to Lessor or Lessee, as the case may be. Should Lessee make any payment with a check and such check be returned for insufficient funds or other reason not the fault of the Lessor, the Lessee shall pay to Lessor on demand a processing fee of \$50.00 per returned check.

7. Lessee's Premises. Lessee's Premises shall be constructed in accordance with the "Plans and Specifications", Exhibit "D" and "Construction Rider", Exhibit "E", which are attached hereto and made a part hereof for all purposes.

8. Signs. Lessee shall not place or suffer to be placed or maintain on the exterior of the Premises or in the parking area or sidewalks, any sign, advertising matter, exterior lighting, shades or awnings, or any other thing of any kind, and shall not place or maintain any decoration, lettering, or advertising matter on the glass of any window or door of the Premises or install or change any signs, windows, or doors without first obtaining Lessor's written approval. Signage approved at Lease Execution, but only with Landlord approval: Tenant shall have the right and obligation to install at its own expense, a sign in compliance with the center sign criteria, which shall be submitted to Landlord for review and comment. All signage is subject to local governmental approval. Lessee shall maintain in good condition and repair at all times any such signs, fascia signs, lettering, advertising matter or other things as may be approved in accordance with the sign criteria attached hereto as Exhibit "C".

Lessor shall have the right to enter the Premises, if necessary, and remove any items placed by Lessee on the Premises or in the Shopping Center in violation of this provision.

9. Common Areas. Lessor shall provide Common Areas (as hereinafter defined and as shown on Exhibit "B" attached hereto) in the Shopping Center and make necessary repairs thereto. For purposes of this Lease, the phrase "Common Areas" includes the customer's parking area, employees' parking area, service drives and service roads, traffic islands, landscaped areas, loading and service areas, sidewalks, roofs, gutters and downspouts, sprinkler risers serving all or any buildings located in the Shopping Center, electrical gutters serving all or any buildings located in the Shopping Center, and such other portion or portions of the Shopping Center (not leased or rented or held by Lessor for the purposes of being leased or rented to other tenants) as may from time to time be designated or treated by Lessee as part of the Common Areas, as well as drainage facilities and lighting facilities serving any one or more of the aforesaid areas.

Lessee, its employees, customers and invitees shall have the nonexclusive right to the use of the

Employees of Lessee shall park only in the employee parking areas designated by Lessor. Lessee shall not load or unload any trucks or permit any trucks serving the Premises, whether owned by Lessee or not, to be loaded or unloaded at the Shopping Center except in the areas designated for such use by Lessor. No garbage, refuse or debris shall be deposited or stored by Lessee in any Common Areas except as designated by Lessor, and then only in approved containers and handled in such a manner as to not be offensive and not create a nuisance, nor shall any merchandise be sold by Lessee in any Common Areas. Lessee further hereby consents to the terms of any cross-easement agreements which Lessor may elect to enter into with respect to the Common Areas and it shall not be necessary for Lessee to join in such cross-easements. Lessor may temporarily close all or a portion of Common Areas if needed to perform repairs or maintenance. Nothing in this Lease shall be construed to mean that the Common Areas, or any part thereof, are a part of the Premises.

10. Common Area Maintenance. Lessee agrees during the Term of this Lease, or any extension thereof, to contribute monthly on the same day as the Rent becomes due hereunder, its Pro Rata Share of the Common Area Maintenance Costs (as hereinafter defined). The sum to be contributed shall be determined by Lessor from time to time and shall be the Lessor's best estimate of the actual expenses for these services. The phrase "Common Area Maintenance Costs" shall mean, for each calendar year (or portion thereof) during the term of this Lease, the aggregate of all costs, expenses and liabilities of every kind or nature paid or incurred by Lessor (to the extent that Lessor, in its good faith judgment, regards it as reasonably necessary or appropriate to provide the services and materials hereafter referred to and to pay and incur the costs, expenses and liabilities hereafter referred to) in connection with: sweeping, cleaning, removing debris from, maintaining, restriping and repairing the Common Areas; lighting the Common Areas (including replacement of bulbs and ballasts, and painting, repairing and maintaining of light standards); providing project identification signs; providing signs and/or personnel for assisting in traffic control and management at the Common Areas; constructing, operating and repairing and maintaining any on-site or off-site utilities necessary or appropriate for the operation of the Common Areas; providing and maintaining planting and landscaping with respect to the Common Areas; providing security services with respect to the Common Areas; operating any loudspeakers or other equipment supplying music; utilities charges for any services to the Common Areas; repair, rental costs for and depreciation of equipment used in the operation and maintenance of the Common Areas; repairing and maintaining utility lines located in the Common Areas which do not exclusively serve one tenant in the Shopping Center; exterminating and pest control in the Common Areas; periodic repainting of exterior walls of the buildings comprising a portion of the Shopping Center (including steam cleaning or sandblasting thereof or other graffiti-removal procedures); repairing and maintaining overhead canopies at the Shopping Center (including, without limitation, lighting and tiles); repairing and maintaining sprinklers and sprinkler-risers serving the Premises, the building of which they are a part and the Common Areas; repairing and maintaining sidewalks in the Common Areas (including, without limitation, periodic steam cleaning thereof); plus other costs and expenses relative to operating, managing and equipping the Common Areas, including, without limitation, subdivision maintenance fees or dues; fire safety and related expenses, property owners association fees or dues and similar charges. Lessee further agrees that if any deficiency in the fund created for Common Area Maintenance Costs shall occur or the budgeted contribution amount needs to be changed, in the sole determination and discretion of Lessor, Lessee shall pay its Pro Rata Share of such deficiency or budgeted amount within ten (10) days of presentment of notice. Any excess in such fund shall be credited annually to Lessee. Lessor shall, upon written request, present to Lessee a statement itemizing all Common Area Maintenance Costs and the calculation by which the Lessee's share of any deficiency was determined. Lessor shall keep complete books and records on such costs and Lessee shall have the right, at its expense, to inspect, audit and copy from such books and records upon reasonable advance notice during business hours.

11. Maintenance and Repairs. Lessee agrees that its acceptance of the Premises by commencing

Lessee's cost and expense, including, without limitation, all other repairs and maintenance necessary or appropriate to cause the Premises to be suitable for Lessee's intended commercial purpose and occupancy; and Lessee, at its sole expense, shall make all repairs, perform all maintenance, and provide all renewals and replacements at and to the Premises, including, but not limited to, the floor covering, doors, heating and air conditioning equipment (whether any such equipment is roof mounted or otherwise affixed outside the Premises), electrical equipment and fixtures, plumbing fixtures, equipment, and appurtenances, elevators, wiring (including that within walls or ceiling or under flooring or floor covering), plumbing lines (including water lines and gas lines) within walls or ceilings and under flooring or floor covering, all broken or cracked plate glass and glass windows, exterminating and pest control within the Premises, and any other items not specifically set out as the Lessor's responsibility within this Lease. Lessee shall not make, or permit to be made, any penetration in the roof of the building of which the Premises are a part, but shall be responsible for all rooftop flashing around the rooftop air conditioning unit. In the event that any such roof penetration is required in connection with any repairs, maintenance, renewals or replacements required to be made by Lessee hereunder, Lessor shall perform such roof penetration at Lessee's cost within a reasonable time after notice from Lessee, and Lessee shall pay the cost thereof upon demand.

Lessee shall not commit waste and shall not injure the Premises or the building of which they are a part, but shall maintain the Premises in a clean, attractive condition and in good repair, and shall also keep adjacent sidewalks clean.

Lessee shall provide and maintain odor-proof and vermin-proof receptacles for Lessee's own use in the event refuse is temporarily stored outside of the Premises, and Lessee shall be responsible for the removal of said refuse and shall promptly and strictly comply with all health, sanitary or other laws, regulations and ordinances pertaining to the depositing and removal of such refuse from or about the Premises. Lessee shall maintain an adequate number of approved (by Lessor) fire extinguishers in the Premises as may be reasonably required by Lessor, and in no event less than one such extinguisher for the Premises.

Lessor shall not be liable to Lessee or any other person whomsoever for injury or damage to persons, or property received on or incidental to the use of said Premises, and Lessee hereby indemnifies and holds harmless the Lessor from and against any loss, claim, expense or liability in connection therewith including, but not limited to, any loss, claim, expense or liability relating to Lessee's failure to repair or maintain.

12. Alterations and Installations. Lessee shall not make any additions, alterations, or changes to the Premises without first obtaining Lessor's written approval. At such time as Lessee requests such written approval, Lessee shall submit plans and specifications for such additions, alterations or changes.

Lessee may install machinery, equipment and trade fixtures necessary for the conduct of its business. Subject to the lien and security interest and other rights of Lessor referred to in this Lease, Lessee shall, during the Term, remove only "Removable Trade Fixtures", as hereinafter defined (excluding all components of the HVAC system, pipes, paneling or other wall covering or floor covering), and, in addition to other applicable provisions of this Lease regarding such removal, the following shall apply: (1) such removal must be made prior to the termination of the Term of this Lease; (2) Lessee must not be in default of any obligation or covenant under this Lease at the time of such removal; and (3) such removal must be effected without damage to the Premises or the building of which the Premises are a part and Lessee must promptly repair all damage caused by such removal. For the purposes hereof, the phrase "Removable Trade Fixtures" means the following: all of Lessee's counters, tables, chairs, desks, racks, merchandisers and displayers, standards, wall brackets, hang-rods, shelves, mirrors, marking equipment, cash registers and other business machines.

All plumbing or electrical wiring connections exposed as a result of the removal of Lessee's Removable Trade Fixtures, or other alterations, additions, fixtures, equipment and property installed or placed by it in the Premises (if such removal is so requested by Lessor) shall be capped by Lessee in a safe and workmanlike

maintenance or provide such renewal or replacement. Lessee shall, on demand, pay the cost thereby incurred by Lessor.

14. Compliance with Laws. Lessee, at its own expense, shall comply with all statutes, ordinances, rules, orders, regulations and requirements of the federal, state, county and city governments and all departments thereof applicable to the Premises or the business conducted therein by Lessee. Lessor and Lessee agree that the terms of this lease shall control in all matters affecting Lessor and Lessee and further agree that Lessor shall be exempted from all liabilities and duties contained in Section 93.002 of the Texas Property Code.

15. Indemnity and Liability and Casualty Insurance. Lessee agrees to indemnify and hold Lessor and Lessor's employees, agents and representatives harmless from any and all loss, claims or liability (including costs and expenses of defending against all of the aforesaid) arising (or alleged to arise) from any act or omission of Lessee or Lessee's agents, employees, assignees, sublessees, contractors, customers, licensees, concessionaires or invitees, or arising out of the use of the Premises by Lessee and the conduct of its business therein, or arising out of any breach or default by Lessee in the performance of its obligations hereunder, or arising from any injury to or death of any person or persons or damage to or destruction of the property of any person or persons occurring in or about the Premises or in the sidewalks adjacent thereto, and Lessee assumes responsibility for the condition of the Premises and agrees to give Lessor written notice in the event of any such injury, death, damage, destruction, defect or disrepair.

Lessor agrees to indemnify and hold harmless Lessee and Lessee's employees, agents and representatives from any and all losses, claims and liabilities (including costs and expenses of defending against all of the aforesaid) arising or alleged to arise from any act or omission of Lessor or Lessor's agents, employees or contractors in the conduct of its obligations hereunder, arising out of any breach or default by Lessor in the performance of its obligations hereunder, or arising from any injury to or death of any person or persons or damage to or destruction of the property of any person or persons occurring in or about the Shopping Center (other than the Premises occupied by Lessee or the sidewalks immediately outside thereof).

Lessor shall maintain in full force and effect during the Term of this Lease, fire and extended coverage casualty insurance on the building improvements of the Shopping Center. Lessee shall take out and maintain, at its own cost and expense during the Term, commercial general liability insurance coverage in a minimum amount of \$1,000,000.00 with respect to each occurrence and \$2,000,000.00 with respect of the general aggregate amount, which commercial general liability policy shall include coverage for bodily injury and death, property damage and products liability coverage. Such policy shall name Lessor (and any of its affiliates, subsidiaries, successors and assigns designated by Lessor) and Lessee as the insureds.

If Lessee is engaged in any way in the sale of alcoholic beverages, either for consumption of alcoholic beverages on the Premises or off the Premises, Lessee shall also maintain liquor liability insurance with the limits of not less than \$2,000,000.00 for each common cause and \$2,000,000.00 aggregate. If written on a separate policy from the commercial general liability policy, such policy shall name Lessor (and any of its affiliates, subsidiaries, successors and assigns designated by Lessor) as an additional insured.

Lessee agrees to take out and maintain at all times during the Term a policy of fire and extended coverage casualty insurance on its improvements, alterations, and other personal property placed at the Premises (including, but not limited to, the rooftop HVAC and plate glass). Such policy shall contain a replacement cost endorsement. In the event that Lessee sustains a loss by reason of fire or other casualty, and such fire or casualty is caused in whole or in part by acts or omissions of Lessor, its agents, servants or employees, then Lessee agrees to look solely to its insurance proceeds (if any); and Lessee shall have no claim or right of recovery against Lessor, or the agents, servants or employees of Lessor; and no third party shall have any claim or right of recovery by way of subrogation or assignment or otherwise. Such insurance policy shall

Lessee shall not engage in any activity, violate any Federal Law or business which would cause Lessor's fire and extended coverage insurance to be canceled or which would result in higher premiums, or result in and financial lending disparities. Should the nature or conduct of Lessee's business in the Premises result in increased fire and extended coverage premiums for the Premises and/or the adjoining and surrounding improvements owned by Lessor, Lessee shall pay Lessor during the term thereof an amount equal to such increase or monetary damages so long as it shall continue in effect.

The policies of insurance required to be maintained by Lessee under the terms of this Lease are referred to herein in the singular as a "Required Policy" and in the plural as "Required Policies". All Required Policies shall be in a form and with a company acceptable to Lessor and shall be endorsed so as to be non-cancelable with respect to Lessor and not subject to material change except upon thirty (30) days' prior written notice to Lessor. Lessee agrees to initially deliver to Lessor a duplicate original or certificate of each Required Policy upon tender of possession of the Premises to Lessee and at all times during the Term, to maintain a duplicate original or a certificate of all Required Policies on deposit with Lessor.

In addition to all Rent and other payments to be made by Lessee as provided herein, Lessee shall also pay monthly (1) its Pro Rata Share of the cost of the property, fire and extended coverage insurance and (2) its Pro Rata Share of Lessor's public liability (including bodily injury and property damage) insurance coverage and Workmen's Compensation and other casualty or property insurance which may be procured by Lessor providing coverage for the Shopping Center.

16. Condemnation. If, during the Term hereof, all or substantially all of the Shopping Center or Premises shall be taken for public or quasi-public purposes, this Lease shall thereupon terminate as of the date of such taking, and Lessor shall return to Lessee any unearned rent paid in advance. However, if only part of said Premises be so taken, Lessor may elect to continue this Lease as to the part not so taken, the Minimum Rental herein reserved shall be abated in the proportion that the area so taken bears to the total area of the Premises, and Lessor shall rebuild the Premises substantially to their previous condition at his expense up to the amount of money awarded for such purpose. It is expressly agreed and understood that all sums awarded, allowed or agreed for such taking of said Premises or any part thereof, or for damages for any such taking, shall belong to Lessor, and same are hereby assigned to Lessor, and Lessee shall have no interest in or claim to such award or any part thereof, whether such award be for the taking of such property, or for the damages or otherwise.

In the event that any authority having the power of eminent domain requests that Lessor convey to such authority all or any portion of the Shopping Center or all or any portion of the Premises, Lessor shall have the right to make a voluntary conveyance to such authority of all or any portion of the Shopping Center or all or any portion of the Premises, whether or not proceedings have been filed by such authority; and in the event of any such voluntary conveyance, it shall nevertheless for all purposes hereunder be deemed that there has been a taking by such authority of the property voluntarily conveyed by Lessor. Accordingly, all of the provisions of this Paragraph 16 shall be applicable notwithstanding such voluntary conveyance.

17. Destruction of Premises. If, at any time during the Term of this Lease, the Shopping Center or the Premises are totally destroyed or so badly damaged by fire, storm, explosion or other casualty so that the same are rendered unusable for the purpose hereby leased, then Lessor shall have the option of terminating this Lease or rebuilding same. If any such event shall occur, Lessee shall immediately give written notice thereof to Lessor. Within ninety (90) days after such casualty, Lessor shall notify Lessee in writing of Lessor's decision. In the event Lessor elects not to rebuild the same, then this Lease shall be considered terminated as of the date of the casualty, and Lessor shall return any unearned rent paid in advance. If it is Lessor's decision to rebuild, then Lessor shall begin the work within ninety (90) days following the date of such notice to Lessee, pursuing

18. Assignment and Subletting; Sale of Premises

18.1 Lessee shall not assign, or in any manner transfer this Lease or any estate or interest therein, or sublet the Premises or any part thereof, without the prior written consent of Lessor and any such attempt to assign, transfer or sublet shall be void and of no effect. Lessee acknowledges that this Lease is personal to Lessee for the use specified herein, and that Lessor may condition any consent on an increase in Rent or any other changes in the terms and conditions thereof. In the event that the rent due and payable by an Assignee or Sublessee exceeds the rent payable under this Lease by the Assignor or Sublessor, the excess rental or consideration shall be paid by Lessee to Lessor within ten (10) days following receipt thereof by Lessee. Consent by Lessor to one or more assignments or subletting shall not operate as a waiver of Lessor's rights as to any subsequent assignments and subletting. Notwithstanding any assignment or subletting, Lessee shall at all times remain fully responsible and liable for the payment of all Rent and other fees and charges herein specified and for compliance with all its other obligations under this Lease.

18.2 Lessee shall submit the request for the assignment and sublease to Lessor at least thirty (30) days prior to the proposed assignment and sublease, along with the required documentation, statements, financial qualifications, and a non-refundable five hundred dollar (\$500.00) fee for Lessor's review of the proposed assignment and sublease whose consent will not be unreasonably withheld.

18.3 If Lessee is a corporation, then any transfer of this Lease from Lessee by merger, consolidation or dissolution or any change in ownership or power to vote a majority of the voting stock in Lessee outstanding at the time of execution of this Lease (or at any future time) shall constitute an assignment for the purpose of this Lease. For purposes of this Section, the term "voting stock" shall refer to shares of stock regularly entitled to vote for the election of directors of the corporation involved.

If Lessee is a general partnership having one or more corporations as partners or if Lessee is a limited partnership having one or more corporations as general partners, the provisions of the preceding paragraph shall apply to each of such corporations as if such corporation alone had been the Lessee hereunder.

If Lessee is a general partnership (whether or not having any corporations as partners) or if Lessee is a limited partnership (whether or not having any corporations as general partners), the transfer of the partnership interest or interest constituting a majority shall constitute an assignment for the purposes of this Lease.

18.4 In the event of the transfer and assignment by Lessor of its interest in this Lease and in the building containing the Premises to a person, firm, corporation or any other entity, assuming Lessor's obligations under this Lease, Lessor shall thereby be released from further obligations hereunder and Lessee shall look solely to the responsibility of such successor in interest of the Lessor. Any security given by Lessee to secure performance of its obligations hereunder may be assigned and transferred by Lessor to such successor in interest of Lessor and Lessor, upon such assignment or transfer, shall thereby be discharged of any further obligation relating thereto.

18.5 In the event of a transfer, assignment or sale of the Premises, Lessee agrees to be bound to and attorn to such transferee, assignee or purchaser as if such transferee, assignee or purchaser were the original Lessor hereunder.

19. Surrender of Premises and Holding Over. At the expiration of the Term, Lessee shall surrender the Premises in the same condition as the Premises were in upon delivery of possession thereof to Lessee, reasonable wear and tear excepted, and damage by unavoidable casualty excepted (to the extent, and only to the extent, that the same is covered by the proceeds of Lessor's fire and extended coverage insurance policy), and Lessee shall surrender all keys for the Premises to Lessor at the Rental Payment Place, and shall inform Lessor in writing of all combinations on locks, safes and vaults, if any, in the Premises.

20. Events of Default and Remedies

20.1 Lessor has entered this Lease upon the condition that Lessee shall punctually and faithfully perform all of the Lessee's covenants, conditions and agreements. Each of the following acts or omissions of Lessee or occurrences shall constitute an "Event of Default":

- (a) failure of Lessee to timely pay any installment of Rent or any other sum due hereunder
- (b) failure of Lessee to open for business within thirty (30) days after the Premises are ready for occupancy or within such other period as may be prescribed
- (c) failure of Lessee thereafter to continuously operate its business in accordance with the terms of this Lease.
- (d) failure of Lessee to keep the Premises open for business during the hours provided for herein and such failure occurs on two or more days in any calendar year
- (e) the vacation or abandonment of the Premises by Lessee
- (f) failure of Lessee to timely observe or perform any other covenant, term or condition set forth in this Lease and such failure continues for a period of ten (10) days from the date of written notice thereof from Lessor to Lessee (or if such failure cannot reasonably be cured within ten (10) days, failure of Lessee to commence to cure within such ten (10) days or failure thereafter to diligently and continuously prosecute the curing of such failure until completion);
- (g) Lessee or any Guarantor shall generally not pay its debts as they become due or shall admit in writing its inability to pay its debts, or shall make a general assignment for the benefit of creditors; or Lessee or any Guarantor shall commence any case, proceeding or other action seeking to have an order for relief entered on its behalf as debtor or to adjudicate it as bankrupt or insolvent, or seeking reorganization, arrangement, adjustment, liquidation, dissolution or composition of it or its debts under any law relating to bankruptcy, insolvency, reorganization or relief of debtors, or seeking appointment of a receiver, trustee, custodian or other similar official for it or for all or any substantial part of its property; or Lessee or any Guarantor shall take any corporate action to authorize, or in contemplation of, any of the actions set forth above in this subsection (g); or
- (h) any case, proceeding or other action against the Lessee or any Guarantor shall be commenced seeking to have an order for relief entered against it as debtor or adjudicated as bankrupt or insolvent, or seeking reorganization, arrangement, adjustment, liquidation, dissolution or composition of it or its debts under any law relating to bankruptcy, insolvency, reorganization or relief of debtors, or seeking appointment of a receiver, trustee, custodian or other similar official for it or for all or any substantial part of its property.

20.2 Upon the occurrence of any Event of Default, Lessor shall have the option to pursue any one or more of the following remedies, in addition to all other rights and remedies given hereunder or by law or equity, without any notice or demand whatsoever:

- (a) Terminate this Lease, in which event Lessee shall immediately surrender possession of the Premises to Lessor;
- (b) Enter upon and take possession of the Premises and expel or remove Lessee and any other occupant therefrom, with or without having terminated the Lease; or
- (c) Alter locks and other security devices at the Premises.

Exercise by Lessor of any one or more remedies hereunder granted or otherwise available shall not be deemed to be an acceptance of surrender of the Premises by Lessee, whether by agreement or by operation of

amended (or any subsequent similar statute relating to notice prior to instituting such action or proceeding). To the extent of any inconsistency between this Lease (as it may be hereafter amended or recodified), it is the agreement of the parties that this Lease shall prevail.

If Lessee should fail to make any payment or cure any Event of Default hereunder within the time herein permitted, Lessor, without being under any obligation to do so and without thereby waiving such default, may make such payment and/or remedy such default for the account of Lessee (and enter the Premises for such purpose), and thereupon Lessee shall be obligated to, and hereby agrees to pay Lessor, upon demand, all costs, expenses and disbursements incurred by Lessor in taking such remedial action.

In the event of termination of this Lease or of Lessee's right to possession of the Premises or repossession of the Premises for an Event of Default, Lessor shall not have any obligation to relet or attempt to relet the Premises, or any portion thereof, or to collect rental after reletting (if any); but Lessor shall have the option to relet or attempt to relet and in the event of reletting, Lessor may relet the whole or any portion of the Premises for any period, to any tenant, and for any use and purpose.

In the event Lessor elects to terminate this Lease by reason of an Event of Default or in the event Lessor elects to terminate Lessee's right to possession of the Premises without terminating this Lease, Lessor may hold Lessee liable for all Rent and other indebtedness accrued to the date of such termination, plus such Rent and other indebtedness as would otherwise have been required to be paid by Lessee to Lessor during the period following termination of the Term (or Lessee's right to possession of the Premises, as the case may be) measured from the date of such termination by Lessor until the date which would have been the date of expiration of the Term, as stated herein (had Lessor not elected to terminate the Lease or Lessee's right to possession on account of an Event of Default), diminished by any net sums thereafter received by Lessor through reletting the Premises during said period (after deducting expenses incurred by Lessor as provided in the succeeding paragraph). Actions to collect amounts due by Lessee provided for in this paragraph may be brought from time to time by Lessor during the aforesaid period, on one or more occasions, without the necessity of Lessor's waiting until expiration of such period; and in no event shall Lessee be entitled to any excess rent (or rent plus other sums) obtained by reletting over and above the Rent herein reserved.

In case of an Event of Default, Lessee shall also be liable for and shall pay to Lessor, in addition to any sum provided to be paid above, broker's fees incurred by Lessor in connection with reletting the whole or any part of the Premises, the costs of removing and storing Lessee's and other occupant's property, the costs of repairing, altering, remodeling or otherwise putting the Premises into condition acceptable to a new tenant or tenants, and all reasonable expenses incurred by Lessor in enforcing Lessor's remedies.

20.3 If Lessor fails to perform any of its obligations hereunder within thirty (30) days after written notice from Lessee specifying such failure, or if such failure cannot be reasonably cured within said thirty (30) days and Lessor fails to diligently and continuously prosecute the curing of such failure until completion, then Lessee's exclusive remedy shall be an action for damages. Unless and until Lessor fails to so cure any default after such notice, Lessee shall not have any remedy or cause of action by reason thereof. All obligations of Lessor hereunder shall be construed as covenants, not conditions; and all such obligations shall be binding upon Lessor only during the period of its possession of the Shopping Center and not thereafter. The term "Lessor" shall mean only the owner of the Shopping Center and, in the event of the transfer by such owner of its interest in the Shopping Center, such owner shall thereupon be released and discharged from all covenants and obligations of the Lessor thereafter accruing, provided that such covenants and obligations shall be binding during the lease term upon each new owner for the duration of such owner's ownership.

21. No Waiver. No acceptance of Rent by Lessor (or any portion thereof) or any other sums payable by Lessee hereunder (or any portion thereof) or failure or delay in enforcing any obligation of Lessee herein shall be construed as a waiver as to any breach of any such obligation, covenant or condition of Lessee

OF LESSEE HEREIN ON ALL GOODS, WARES, MERCHANDISE, INVENTORY, FURNITURE, CHATTELS, FIXTURES, EQUIPMENT AND OTHER PERSONAL PROPERTY PLACED UPON THE PREMISES, AND ALSO UPON ALL PROCEEDS OF ANY INSURANCE WHICH MAY ACCRUE TO LESSEE BY REASON OF DESTRUCTION OR DAMAGE TO ANY SUCH PROPERTY; PROVIDED, HOWEVER, THAT SUCH LIEN IS IN ADDITION TO AND CUMULATIVE OF ANY STATUTORY OR CONSTITUTIONAL LIEN TO WHICH LESSOR MAY BE ENTITLED; AND, PROVIDED FURTHER, THAT LESSOR'S CONTRACTUAL AND STATUTORY LIEN ON SUCH PROPERTY OF LESSEE SHALL BE SUBORDINATE TO THE LIEN OF ANY RECORDED PURCHASE MONEY MORTGAGES ONLY TO THE EXTENT OF THE INDEBTEDNESS SECURED BY SUCH PURCHASE MONEY MORTGAGES IN EXISTENCE AT THE TIME SUCH PROPERTY IS PLACED OR INSTALLED UPON THE PREMISES. LESSEE AGREES TO EXECUTE SUCH FLORIDA UNIFORM COMMERCIAL CODE FINANCING STATEMENTS OR OTHER INSTRUMENTS AS MAY BE REQUESTED BY LESSOR TO EVIDENCE THE LIEN AND SECURITY INTEREST CREATED HEREIN. THIS LIEN AND SECURITY INTEREST MAY BE FORECLOSED WITH OR WITHOUT COURT PROCEEDINGS, BY PUBLIC OR PRIVATE SALE WITH OR WITHOUT HAVING SUCH PROPERTY AT THE SALE, AFTER GIVING LESSEE AT LEAST TEN (10) DAYS WRITTEN NOTICE SENT TO LESSEE'S LAST KNOWN ADDRESS AS TO THE TIME AND PLACE OF THE SALE IF A PUBLIC SALE AND AT LEAST TEN (10) DAYS WRITTEN NOTICE SENT TO LESSEE'S LAST KNOWN ADDRESS OF THE TIME AFTER WHICH A PRIVATE SALE OR OTHER INTENDED DISPOSITION IS TO BE MADE. AT A PUBLIC SALE, LESSOR OR ITS ASSIGNS MAY PURCHASE THE PROPERTY UPON BEING THE HIGHEST BIDDER AT SUCH SALE. LESSOR SHALL, IN ADDITION TO ALL OF ITS RIGHTS HEREUNDER, ALSO HAVE ALL OF THE RIGHTS AND REMEDIES OF A SECURED PARTY UNDER THE TEXAS BUSINESS AND COMMERCE CODE.

In the event that Lessor shall have taken possession of the Premise pursuant to the authority herein granted in connection with an Event of Default or for any other lawful reason, Lessor shall have the right to keep in place and use all of the furniture, fixtures, equipment and other personal property at the Premises, including that which is owned by or leased to Lessee, at all times prior to any foreclosure thereon by Lessor or repossession thereof by any lessor thereof or third party having a lien thereon. Lessor shall also have the right to remove from the Premises and Shopping Center (without the necessity of obtaining a distress warrant, writ of sequestration or other legal process) all or any portion of such furniture, fixtures, equipment and other personal property located thereon and place same in storage at any location within the county in which the Premises are located or dispose of same in any manner acceptable to Lessor; and in such event, Lessee shall be liable to Lessor for costs incurred by Lessor in connection with such removal, storage and/or disposal and shall indemnify and hold Lessor harmless from all loss, damage, cost, expense and liability in connection with such removal, storage and/or disposal. Lessee stipulates and agrees that the rights herein granted Lessor are commercially reasonable.

23. Mechanic's Liens. Nothing in this Lease shall be deemed or construed in any way as constituting the consent or request of Lessor, express or implied, to any contractor, subcontractor, laborer or materialman for the performance of any labor or the furnishing of any materials for any specific improvement, alteration to, or repair of the Premises or any part thereof, nor as giving Lessee any right, power or authority to contract for or permit the rendering of any service or the furnishing of any materials that would give rise to the filing of any lien against the Shopping Center or any part thereof. Lessee agrees to ensure that no mechanic's or materialman's lien shall be filed against the Premises or the Shopping Center, or any part thereof, for any work claimed to have been done or for any material claimed to have been furnished to Lessee and, if any such liens are filed against the Premises or the Shopping Center, or any part thereof, Lessee shall discharge same within five (5) days thereafter. If Lessee shall fail to cause such lien, encumbrance, or charge to be discharged within the five (5) day period Lessor may, but shall not be obligated to, discharge the lien, either by paying the

default in performing any term or provision of this Lease, then the Security Deposit, or any part thereof, may be applied to the damages or expenses sustained by Lessor by reason of such default, or indebtedness owing by reason of any failure of Lessee to make any required monetary payment hereunder. Such application shall not be construed as an agreement to limit the amount of Lessor's claim or as a waiver of any damages, but on the contrary, Lessor's claim for damages not covered by such Security Deposit shall remain in full force and effect, and Lessee agrees to pay to Lessor the sum necessary to maintain the security deposit in the sum called for above within thirty days after Lessee receives notice that a portion of the Security Deposit has been applied to damages or expenses sustained by Lessor. If, at the end of the Term of this Lease, Lessee is not in default in the performance of any term or provision of this Lease, and all Lessee's obligations hereunder have been fulfilled, the Security Deposit, or any balance thereof remaining, shall be refunded to Lessee. No mortgagee of Lessor shall have any liability to Lessee for such Security Deposit until such mortgagees shall actually have received possession thereof. In the event this Lease should be terminated as provided in any Construction Rider attached hereto, Lessor may retain the Security Deposit as liquidated damages for its cost of preparing and revising the plans and specifications and/or other administrative costs incurred prior to such termination.

25. Notices. Any notices, requests or other communications hereunder shall be deemed duly given, whether actually received or not, if made in writing when deposited in the United States mail, postage prepaid, registered or certified mail, return receipt requested, to the following addresses:

To Lessor:	South Emerald Coast Property, LLC 1931 Cordova Road, Suite 304 Fort Lauderdale, FL 33316
To Lessee:	S FOOD MART NINE LLC _____ 34894 EMERALD COAST PKWAY UNIT # 2 DESTIN, FL 32541 _____

or, if notice to Lessee from Lessor, when posted on the front door of the Premises or delivered by hand. Either party's address for notice may be changed from time to time by such party by giving notice as provided above.

26. Heirs and Assigns. This Lease shall be binding upon and inure to the benefit of the heirs, legatees, devisees, executors, administrators, successors and assigns of the respective parties hereto, who may come into possession of the premises in any manner whatsoever, except as may be restricted herein.

27. Estoppel Certificates. Lessor and Lessee agree that at any time and from time to time upon not less than ten (10) days prior notice to the other, Lessor or Lessee shall execute, acknowledge and deliver to the other a statement in writing certifying (a) that this Lease is unmodified and in full force and effect (or if there have been modifications, that this Lease is in full force and effect as modified and identifying the modifications), (b) the date to which the rental and other charges have been paid, and (c) that so far as the certifier knows, there is no default under the provisions of this Lease. It is intended that any such statement may be relied upon by any person proposing to acquire Lessor's or Lessee's interest, as the case may be, in this Lease or any prospective mortgagee or assignee of any mortgage upon such interest.

28. Subordination and Approval by Lender. Lessee agrees that its interest under this Lease shall be subordinate to any mortgage, deed of trust or similar device now or hereafter placed upon the Premises or all or any portion of the Shopping Center by Lessor. Lessee agrees to execute any instruments requested by Lessor or mortgagee to evidence such subordination. In addition, Lessee acknowledges that this Lease shall

to enforce this provision of the Lease as regards its employees. In the event of a violation of this provision, the Lessor may assess a fee of \$25.00 per occurrence upon the Lessee for a violation by Lessee or its employees.

30. Utilities. Tenant will pay for the repair or replacement of any HVAC units. Normal maintenance is the responsibility of the Tenant, as well as having a maintenance contract in place. No interruption or malfunction of any utility services shall constitute an eviction or disturbance of Lessee's use and possession of the Premises or a breach by Lessor of any of its obligations hereunder or render Lessor liable for any damage or entitle Lessee to be relieved from any of its obligations hereunder or grant Lessee any right of off-set or repayment. Lessee agrees that it shall not install any equipment which shall exceed or overload the capacity of any utility facilities and that if any equipment installed by Lessee shall require additional utility facilities, the same shall be installed at Lessee's expense in accordance with plans and specifications to be approved in writing by Lessor. Lessee shall be solely responsible for and shall promptly pay all charges for use or consumption of its own utilities, including water, gas, electricity and garbage collection. Such payments shall be made monthly along with the minimum monthly rental. If sub metered, a separate billing will be due and payable along with the minimum monthly rental. In the event that any utility service to the Premises is not separately metered or submetered from other utility services in the building in which the Premises are located, Lessee agrees to pay, as additional rental, its proportionate share of any charge for such utilities, within five (5) days after being furnished a statement for such charges, reflecting its proportionate share. Lessee's proportionate share shall be based on Lessee's actual usage.

In addition, Lessee shall be responsible for maintenance of the mechanical system, including heating and air conditioning, serving the Premises, and if the mechanical system serving the Premises is not completely separated from that serving other portions of the building in which the Premises are located, then Lessee shall pay, as additional rental, its proportionate share of the cost of maintaining such mechanical system including heating and air conditioning, within five (5) days after being furnished a statement as to such cost and its proportionate share. Tenant shall have in force during the term of the Lease and any extensions thereof, a maintenance contract assuring the functionality of the heating and air conditioning system. A quarterly maintenance report of the findings of the system is to be sent to the Landlord verifying the satisfactory condition of the system.

31. Additional Rental. All payments called for to be made by the Lessee under the terms of this Lease for Taxes, Insurance, Common Area Maintenance Costs, parking violation charge, and all other charges and obligations owing by Lessee hereunder, shall be due and payable with the Minimum Rental payments. Lessee agrees to pay monthly, in advance, with the Minimum Rental payments, 1/12th of the estimated Annual Common Area Maintenance Costs, Taxes, and Insurance expenses for the current calendar year, based on reasonable estimates made by Lessor and presented in writing to Lessee. In addition, at the end of each calendar year (or at such other time as actual expenses may be known), Lessee shall pay such additional amounts to Lessor as may be required for Lessee to pay its Pro Rata Share of such Common Area Maintenance Costs, Taxes, and Insurance expenses as hereinabove provided, within ten (10) days after receiving a statement for such charges from Lessor. In addition, if it is determined that the monthly payments made by Lessee are in excess of the actual expenses for Common Area Maintenance, Taxes, and Insurance for Lessee's Pro Rata Share, Lessor agrees to reimburse the same to Lessee in a timely manner.

32. Option to Renew. Provided Lessee has never been in default hereunder, and provided further that Lessee shall be producing a sufficient volume of Gross Sales, in the previous lease year, Lessor agrees to grant Lessee the right to extend this Lease for four (3) options(s) of five (5) years each, provided that Lessee shall give notice in writing at least 180 days prior to the termination of the Lease period of its exercising the

other party shall not invalidate said insurance, and that such waiver by the insured shall prevent such insurance company or companies from pursuing any rights, by assignment or subrogation or otherwise, which such insurance company or companies have or might have against the other party for damage to the Premises or any improvements thereon or any property covered by such insurance policies.

34. Name Change. Lessee gives its approval to the change of the name of the Shopping Center in which the Premises are located in the event the Lessor chooses to change such name.

35. Attorney's Fees. In the event that either Lessor or Lessee institutes any action or proceeding to enforce any rights or obligations arising hereunder or to construe any provision contained herein, then the non-prevailing party in such action shall pay to the prevailing party all reasonable costs incurred by the prevailing party in such action, including reasonable attorney's fees and court costs.

36. Broker. It is agreed by both parties to this agreement that brokerage commissions shall be paid by Landlord, South Emerald Coast Property, LLC.

37. Place of Performance. All obligations of Lessor and Lessee under the terms of this Lease shall be payable and performable in Okaloosa County, Florida.

38. Law Governance. The laws of the State of Florida shall govern the interpretation, validity, performance and enforcement of this Lease. If any provision of this Lease should be held to be invalid or unenforceable, the validity and enforceability of the remaining provisions of this Lease shall not be affected thereby.

39. Lessor's Liability. Notwithstanding anything contained herein to the contrary, Lessee agrees that Lessor shall have no personal liability with respect to any of the provisions of this Lease and Lessee shall look solely to the estate and property of Lessor in the land and buildings comprising the Shopping Center of which the Premises form a part for the satisfaction of Lessee's remedies including without limitation the collection of any judgment or the enforcement of any other judicial process requiring the payment or expenditure of money by Lessor in the event of any default or breach by Lessor with respect to any of the terms and provisions of the Lease to be observed and/or performed by Lessor, subject, however, to the prior rights of any holder of any mortgage covering all or part of the Shopping Center and no other assets of Lessor or any principal, officer or partner of Lessor shall be subject to levy or execution. This provision shall inure to the benefit of Lessor's successors and assigns and their respective principals.

40. Entire Agreement. This Lease (including all Riders, Exhibits, Addenda and Guaranty, contains the entire agreement between the parties. No prior written or prior or contemporaneous oral promises or representations shall be binding. This Lease shall not be amended, changed or extended except by written instrument signed by all parties hereto.

41. Confidentiality. The terms, covenants, and conditions of this Lease are confidential business matters of the Lessor and Lessee and shall remain as a confidential agreement between Lessor and Lessee. Lessee shall be deemed liable and in default of this Lease if he violates this agreement, for example, by discussing the Lease with other Lessees former Lessees or prospective Lessees of this Shopping Center, and such

43. Time of Essence. In all instances where Lessee is required hereunder to pay any sum or do any act at a particular indicated time or within an indicated period, it is understood that time is of the essence.

44. Independent Covenants. The obligation of Lessee to pay all rent and other sums hereunder provided to be paid by Lessee and the obligation of Lessee to perform Lessee's other covenants and duties hereunder constitute independent, unconditional obligations to be performed at all times provided for hereunder. Lessee waives and relinquishes all rights which Lessee might have to claim any nature of lien against or withhold, or deduct from or off-set against any Rent and other sums provided hereunder to be paid Lessor by Lessee.

45. Acceptance of Premises. Lessee has inspected the Premises and accepts them in their existing condition, on an "As-Is" basis, subject to performance by Lessor of its obligations under the Construction Rider, if any, attached hereto. Lessee hereby waives and relinquishes any right to assert, as either a claim or a defense that Lessor is bound to perform or is liable for the non-performance of any implied covenant or implied duty of Lessor not expressly set forth herein. Lessee waives any implied warranty of Lessor that the Premises are suitable for their intended commercial purpose. Lessee agrees to perform all of its Lease obligations (including, without limitation, the obligation to pay Rent), notwithstanding an alleged breach by Lessor of any such implied warranty. Lessee agrees that Lessor shall incur no liability to Lessee by reason of any defect in the Premises, whether apparent or latent.

46. Joint and Several Liability. If this Lease is executed by more than one person or entity as "Lessee", each such person or entity shall be jointly and severally liable hereunder. It is expressly understood that any one of the parties who have executed this Lease as "Lessee" (herein individually referred to as "Signatory") shall be empowered to execute any modification, amendment, exhibit, floor plan, or other document ("Future Instrument") and bind each of the Signatories who has executed this Lease, regardless of whether each Signatory, in fact, executes such Future Instrument.

47. ADA. As utilized by Lessee, the Premises may or may not be subject to the requirements of the Americans With Disabilities Act (ADA) which, in certain situations, requires the removal of physical barriers to employees and/or members of the general public who are disabled. It is understood and agreed that the Lessee shall bear full responsibility for ADA compliance within the entire Premises, including, but not limited to, all entrances to the Premises. Lessor shall be responsible for ADA compliance as the act may pertain to Common Areas of the Shopping Center. Lessor and Lessee shall agree to indemnify and hold each other harmless for any and all claims arising because of the failure of either party to carry out its responsibility under this provision.

48. Hazardous Substances. Lessee shall not use or allow the Demised Premises to be used for the release, storage, use, treatment, disposal or other handling of any hazardous substance, without the prior consent of Lessor. The term release shall have the same meaning as is ascribed to it in the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. § 9601 et seq., as amended, ("CERCLA"). The term hazardous substance means (a) any substance defined as a hazardous substance under CERCLA, (b) petroleum, petroleum products, natural gas, natural gas liquids, liquefied natural gas and synthetic gas, and (c) any other substance or material deemed to be hazardous, dangerous, toxic or pollutant under any federal, state or local law, code, ordinance or regulation.

Lessee shall: (a) give prior written notice to Lessor of any activity or operation to be conducted by Lessee at the Demised Premises which involves the release, use, handling, generation, treatment, storage or disposal of any hazardous substance, (b) comply with all federal, state and local laws, codes, ordinances,

Premises and (f) upon expiration or termination of this Lease, surrender the Demised Premises to lessor free from the presence and contamination of any hazardous substance.

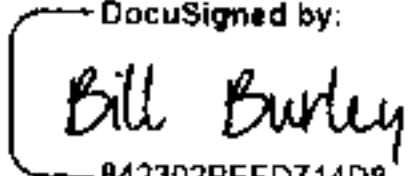
49. Special Provisions

49.1 Intentionally omitted

IN WITNESS WHEREOF. Lessor and Lessee have caused this Lease to be executed in duplicate originals, this _____ day of _____, 20_____.

LESSOR

South Emerald Coast Property, LLC
a Florida Limited Liability Corporation

By:  DocuSigned by:
8423D2BEED714D8
Name: Bill Burley
Its: manager

LESSEE

S Food Mart Nine LLC
A Florida Limited Liability Company

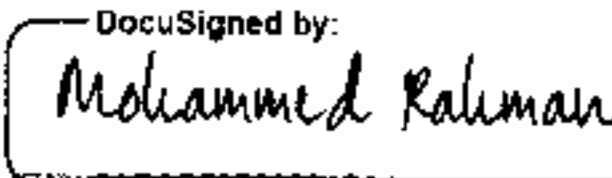
By:  DocuSigned by:
3AD9C527900842A
Name: Mohammed Rahman
Its: OWNER

EXHIBIT "A"
LEGAL DESCRIPTION

THE LAND REFERRED TO HEREIN IS SITUATED IN THE COUNTY OF OKALOOSA, STATE OF FLORIDA, AND IS DESCRIBED AS FOLLOWS:

PARCEL NO. 1:

Lot 2, CRYSTAL BEACH PLAZA, a Commercial Subdivision, according to the plat thereof as recorded in Plat Book 15, Pages 33 and 34, of Okaloosa County, Florida.

PARCEL NO. 2:

TOGETHER WITH a non-exclusive easement for ingress and egress over and across the Easterly 12 feet, more or less, of Lot 1 of said CRYSTAL BEACH PLAZA as more particularly set forth and described in that certain Cross Easement and Maintenance Agreement recorded in Official Records Book 1997, Page 2096, of the Public Records of Okaloosa County, Florida.

PARCEL NO. 3:

TOGETHER WITH a non-exclusive 40-foot access easement as shown on the plat of CRYSTAL BEACH PLAZA , a Commercial Subdivision, according to the plat thereof as recorded in Plat Book 15, Pages 33 and 34, of the Public Records of Okaloosa County, Florida.

APN: 002S22058700000020

PROPERTY ADDRESS: 34894 EMERALD COAST PARKWAY, DESTIN, FLORIDA 32541

SITE PLAN

**DESTIN WEST SHOPPING CENTER
34894 EMERALD COAST PARKWAY
DESTIN, FLORIDA 32541**

EXHIBIT "C"
LESSEE'S SIGN CRITERIA
DESTIN WEST SHOPPING CENTER

GENERAL

It is intended that signing of the stores in the Shopping Center shall have a sense of continuity and be developed in an imaginative and innovative manner, and in keeping therewith, Lessor shall maintain control of all tenant signs, which shall be mounted in specifically designated areas. THE LESSEE SHALL SUBMIT ITS SIGN DRAWINGS TO LESSOR FOR APPROVAL PRIOR TO FABRICATION OF SIGNS. All signs shall follow the criteria set forth below and be permitted by the City of Austin.

CRITERIA

1. All building sign identification to consist of individual illuminated channel letters fabricated from sheet metal, aluminum, or porcelain enameling. No channelume permitted. Sidewalls to be 5" deep unless otherwise required. It is highly recommended that surfaces that require painting use a high quality durable paint such as Durepox coating. Lessees planning to stay longer than ten years should consider the additional expense of porcelain enameling.
2. Sign contractor is responsible for fabrication and installation per UL specifications.
3. Faces of individual channel letters to be 3/16" Rohm & Haas flat acrylic or formed plastic. Faces to be attached to sidewalls with 1" jewelite trimecap.
4. Letters to be internally illuminated with number of rows of tubing to provide adequate/even lighting.
5. Colors to be approved by Lessor's architect.
6. Letters to be mounted on a continuous raceway unless otherwise approved. Raceway to be no larger than 3" deep by 8" high. Raceway color to match existing building color. Raceway to be mounted using 1" spacers between raceway and building fascia. Raceway cannot extend beyond letters.
7. Maximum height of letters to be 36"; minimum height of sign 8". Total length of sign not to exceed 75% of lease space width. Two rows of lettering permitted not to exceed 36" maximum height.
8. Wording of sign to consist of store name, logo or crest. Exceptions to be at discretion of Lessor.
9. There shall be no exposed tubing, flashing action or animation.
10. No external fasteners permitted. Sign contractor to supply electrical service through canopy for connection by others. Service from sign cannot be visually exposed.
11. Sign drawing to be submitted and approved by Lessor before any manufacturing is to begin. Any signs erected without prior written approval may be removed by Lessor at the expense of Lessee. Lessee assumes full responsibility for any damages to persons or property caused by the sign and/or its erection.
12. Letters of sign may be joined together only if in script.
13. All fascia signs shall be lighted signs and shall be lighted, at minimum, in the evening from sundown until 10:00 p.m.
14. Lessee agrees to erect a lighted fascia sign within sixty (60) days after execution of this lease. In the event Lessee does not erect a lighted fascia sign within this time period, Lessor may terminate this Lease thirty (30) days after written notice is delivered to Lessee.
15. Lessee is responsible for removal of sign upon lease expiration at his expense, such removal must be completed on the last day Lessee has possession of premises.
16. Lessee is responsible for repair of any damage to the building and property caused by the installation or removal of any sign or the existence of Lessee's sign on the center façade.

EXHIBIT "D"
DESCRIPTION OF LESSOR'S AND LESSEE'S WORK

Plans and specifications for Lessee's Work must be submitted by Lessee to Lessor within 15 days of execution of this Lease Agreement. All such Lessee's Work shall be subject to Lessor's approval and acceptance.

		RESPONSIBILITY	
	DESCRIPTION OF WORK	Lessor	Lessee
1.	Subject to Landlord's approval, Tenant may construct such improvements as necessary for its operations. This shall be completed at Tenant's sole cost and expense in accordance with Tenant's submitted plans and specifications approved in advance and in writing by landlord and any required governmental authorities. Tenant shall warrant that any improvements performed in the Premises shall be performed in a professional workmanlike manner and in accordance with any applicable building codes. Any improvements constructed in the Premises shall be performed by a licensed and bonded contractor with at least 5 years of similar experience in retail construction and such contractor shall be required to submit lien waivers to Landlord without demand.		X
2.	Interior delivered (as is) with all MEP (Mechanical, Electrical, and Plumbing) in good condition. Landlord shall be responsible for all structural portions of the building, including roof, foundation, walls, and underground pipe and conduit.	X	

EXHIBIT "E"
CONSTRUCTION RIDER

1. Lessor to receive items a. thru f. no later than sixty (60) days after commencement date.
 - a. Approval of plans and specifications furnished by Lessee to Lessor within fifteen (15) days following execution of the Lease.
 - b. Completion of and approval and acceptance by Lessor of all Lessee's construction work.
 - c. Receipt by Lessor from Lessee of a Certificate of Occupancy issued by the City or other municipal or governmental agency authorized to issue such Certificate for the Demised Premises.
 - d. Receipt by Lessor of paid receipts for physical remodel costs.
 - e. Receipt by Lessor from Lessee of a release and waiver of all liens, holding Lessor harmless from any obligation whatsoever which may be or may have been incurred by Lessee or Lessee's contractors or subcontractors during the construction of the Demised Premises.
 - f. Receipt by Lessor of Lessee's proof of insurance certificate naming Lessor as "Additional Insured.
2. All the above documentation to be delivered to Lessor no later than ninety (60) days after the Commencement Date.

Lessee Signature(s):

DocuSigned by:
Mohammed Rahman
3AD9C527900842A

Lessee Printed

Mohammed Rahman

GUARANTY OF LEASE
 DATED _____ BY AND
 BETWEEN SOUTH EMERALD COAST PROPERTY, LLC, AS LESSOR
 AND _____, AS LESSEE

The undersigned (herein called "Guarantor", whether one or more), to induce the Lessor named therein to execute such Lease and as a material consideration and inducement therefore (recognizing that without execution of this guaranty such Lessor would NOT be willing to enter into or make such Lease with said Lessee), hereby jointly and severally unconditionally guarantees all duties, covenants, agreements and conditions provided in such Lease to be performed or observed by such Lessee (including specifically and without limiting the generality of the foregoing, payment by such Lessee of all rental and other amounts and damages of whatsoever kind or nature which may be or become due from such Lessee under the terms of or in connection with such Lease). This guaranty is unconditional, extending from Lease commencement to full Lease term including any options, if any. The liability of Guarantor shall be absolute, in the same manner as if Guarantor was named in and had signed such Lease as the "Lessee" thereunder. Guarantor agrees that bankruptcy, insolvency, sale or transfer of the business, lack of corporate capacity or any other disability or impediment against enforcement of liability of the Lessee named in the foregoing Lease shall in nowise impair or affect Guarantor's liability and obligation hereunder, and it shall not be necessary or required in order to maintain and enforce Guarantor's liability hereunder that demand be made upon such Lessee or that action be commenced or prosecuted against such Lessee or that any effort be made to enforce the liability or responsibility of such Lessee for performance of his obligations or duties under or in connection with such Lease, and it shall not be required that such Lessee or any other party liable on such Lease be joined in any action brought against Guarantor for enforcement of Guarantor's liability and responsibility under this guaranty or that judgment have theretofore been obtained against such Lessee or any other party liable therefore on or in connection with any such claim. Guarantor agrees that no waiver by Lessor or forbearance or delay by Lessor in asserting or enforcing any rights or remedies of Lessor against or with respect to such performance of any of such Lessee's obligations or duties shall in anywise affect, impair or release Guarantor's liability hereunder. Likewise, Guarantor agrees that the liability of Guarantor hereunder shall not be in anywise released, diminished, impaired, reduced or affected by: (a) the assignment or subletting of such Lease or of all or any part of the leased premises by such Lessee, or (b) any modification, cancellation, renewal and/or extension of such Lease. Guarantor expressly waives and agrees that no notice of default by such Lessee or other notice or demand need be given by Lessor to Guarantor as a condition of maintaining or enforcing Guarantor's liability and obligations under this guaranty. Likewise, Guarantor agrees that Lessor's release or subordination or failure or delay to enforce or seek to realize upon any security now or hereafter held or acquired by Lessor for performance of any of the obligations or duties of the Lessee under or in connection with such Lease shall in nowise impair, affect or release Guarantor's liability hereunder, and that Lessor's action (at Lessor's election) in terminating such Lease or in taking or retaking possession of the leased premises as therein provided following default by the Lessee shall not release or impair Guarantor's liability hereunder and that no notice of such termination or of such entry or re-entry by Lessor need be given to Guarantor. This guaranty shall be enforceable and shall be performed in Okaloosa County, Florida.

WITNESS the execution, hereof in multiple originals counterparts, as of the date of execution and delivery of the foregoing Lease.

GUARANTOR(S)

Signed: _____
 Name: _____
 S.S.N.: _____
 Address: _____

THE STATE OF FLORIDA
 COUNTY OF _____

BEFORE ME, the undersigned authority, on this day personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the _____ day of _____, 20____.

GUARANTY OF LEASE
 DATED _____ BY AND
 BETWEEN SOUTH EMERALD COAST PROPERTY, LLC., AS LESSOR
 AND _____, AS LESSEE

The undersigned (herein called "Guarantor", whether one or more), to induce the Lessor named therein to execute such Lease and as a material consideration and inducement therefore (recognizing that without execution of this guaranty such Lessor would not be willing to enter into or make such Lease with said Lessee), hereby jointly and severally unconditionally guarantees all duties, covenants, agreements and conditions provided in such Lease to be performed or observed by such Lessee (including specifically and without limiting the generality of the foregoing, payment by such Lessee of all rental and other amounts and damages of whatsoever kind or nature which may be or become due from such Lessee under the terms of or in connection with such Lease). This guaranty is unconditional, extending from Lease commencement to full Lease term including any options if any. The liability of Guarantor shall be absolute, in the same manner as if Guarantor was named in and had signed such Lease as the "Lessee" thereunder. Guarantor agrees that bankruptcy, insolvency, sale of the business, lack of corporate capacity or any other disability or impediment against enforcement of liability of the Lessee named in the foregoing Lease shall in nowise impair or affect Guarantor's liability and obligation hereunder, and it shall not be necessary or required in order to maintain and enforce Guarantor's liability hereunder that demand be made upon such Lessee or that action be commenced or prosecuted against such Lessee or that any effort be made to enforce the liability or responsibility of such Lessee for performance of his obligations or duties under or in connection with such Lease, and it shall not be required that such Lessee or any other party liable on such Lease be joined in any action brought against Guarantor for enforcement of Guarantor's liability and responsibility under this guaranty or that judgment have theretofore been obtained against such Lessee or any other party liable therefore on or in connection with any such claim. Guarantor agrees that no waiver by Lessor or forbearance or delay by Lessor in asserting or enforcing any rights or remedies of Lessor against or with respect to such performance of any of such Lessee's obligations or duties shall in anywise affect, impair or release Guarantor's liability hereunder. Likewise, Guarantor agrees that the liability of Guarantor hereunder shall not be in anywise released, diminished, impaired, reduced or affected by: (a) the assignment or subletting of such Lease or of all or any part of the leased premises by such Lessee, or (b) any modification, cancellation, renewal and/or extension of such Lease. Guarantor expressly waives and agrees that no notice of default by such Lessee or other notice or demand need be given by Lessor to Guarantor as a condition of maintaining or enforcing Guarantor's liability and obligations under this guaranty. Likewise, Guarantor agrees that Lessor's release or subordination or failure or delay to enforce or seek to realize upon any security now or hereafter held or acquired by Lessor for performance of any of the obligations or duties of the Lessee under or in connection with such Lease shall in nowise impair, affect or release Guarantor's liability hereunder, and that Lessor's action (at Lessor's election) in terminating such Lease or in taking or retaking possession of the leased premises as therein provided following default by the Lessee shall not release or impair Guarantor's liability hereunder and that no notice of such termination or of such entry or re-entry by Lessor need be given to Guarantor. This guaranty shall be enforceable and shall be performed in Okaloosa County, Florida.

WITNESS the execution, hereof in multiple originals counterparts, as of the date of execution and delivery of the foregoing Lease.

GUARANTOR(S)

Signed: _____
 Name: _____
 S.S.N.: _____
 Address: _____

THE STATE OF FLORIDA
 COUNTY OF _____

BEFORE ME, the undersigned authority, on this day personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE: this the _____ day of _____, 20____.

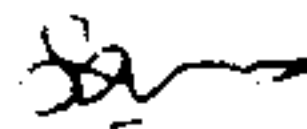
GUARANTY OF LEASE
DATED _____ BY AND
BETWEEN SOUTH BEACH COAST PROPERTY, LLC, LESSOR
AND _____ LESSEE

The undersigned herein called "Guarantor", whether one or more, to induce the Lessor named therein to execute such Lease and as a material consideration and inducement therefore recognizing that without execution of this guaranty said Lessor would not be willing to enter into or make such Lease with said Lessee, hereby jointly and severally unconditionally guarantees all duties, covenants, agreements and conditions provided in such Lease to be performed or observed by such Lessee (including specifically and without limiting the generality of the foregoing, payment by such Lessee of all rental and other amounts and damages of whatsoever kind or nature which may be or become due from such Lessee under the terms of or in connection with such Lease). This guaranty is unconditional, extending from Lease commencement to full Lease term including any options if any. The liability of Guarantor shall be absolute, in the same manner as if Guarantor was named in and had signed such Lease as the "Lessee" thereunder. Guarantor agrees that bankruptcy, insolvency, sale of the business, lack of corporate capacity or any other disability or impediment against enforcement of liability of the Lessee named in the foregoing Lease shall in no wise impair or affect Guarantor's liability and obligation hereunder, and it shall not be necessary or required in order to maintain and enforce Guarantor's liability hereunder that demand be made upon such Lessee or that action be commenced or prosecuted against such Lessee or that any effort be made to enforce the liability or responsibility of such Lessee for performance of his obligations or duties under or in connection with such Lease, and it shall not be required that such Lessee or any other party liable on such Lease be joined in any action brought against Guarantor for enforcement of Guarantor's liability and responsibility under this guaranty or that judgment have theretofore been obtained against such Lessee or any other party liable theretofore on or in connection with any such claim. Guarantor agrees that no waiver by Lessor or forbearance or delay by Lessor in asserting or enforcing any rights or remedies of Lessor against or with respect to such performance of any of such Lessee's obligations or duties shall in anywise affect, impair or release Guarantor's liability hereunder. Likewise, Guarantor agrees that the liability of Guarantor hereunder shall not be in anywise released, diminished, impaired, reduced or affected by (a) the assignment or subletting of such Lease or of all or any part of the leased premises by such Lessee, or by any modification, cancellation, renewal and or extension of such Lease. Guarantor expressly waives and agrees that no notice of default by such Lessee or other notice or demand need be given by Lessor to Guarantor as a condition of maintaining or enforcing Guarantor's liability and obligations under this guaranty. Likewise, Guarantor agrees that Lessor's release or subordination or failure or delay to enforce or seek to realize upon any security now or hereafter held or required by Lessor for performance of any of the obligations or duties of the Lessee under or in connection with such Lease shall in no wise impair, affect or release Guarantor's liability hereunder, and that Lessor's action at Lessor's election in terminating such Lease or in taking or retaking possession of the leased premises as therein provided following default by the Lessee shall not release or impair Guarantor's liability hereunder and that no notice of such termination or of such entry or reentry by Lessor need be given to Guarantor. This guaranty shall be enforceable and shall be performed in Okaloosa County, Florida.

WITNESS the execution hereof in multiple originals counterparts, as of the date of execution and delivery of the foregoing Lease.

GUARANTOR(S)

Cecilia M McAdams
Notary Public, State of Florida
My Comm. Expires April 16, 2022
Commission No. GG193053

Signed 
Name **Samira Sultana**
SSN **729 22 2781**
Address **4999 PRIVATE POINT DR**
DAWACOIA, FL 32503

THE STATE OF FLORIDA
COUNTY OF _____

BEFORE ME, the undersigned authority, on this day personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 16th day of _____, 2015.

GUARANTY OF LEASE
DATED _____ BY AND
BETWEEN SOUTHERN COAST PROPERTY, LLC LESSOR
AND _____ LESSEE

The undersigned (herein called "Guarantor" whether one or more) to induce the Lessor named therein to execute such Lease and as a material consideration and inducement thereto recognizing that without execution of this guaranty such Lessor would not be willing to enter into or make such Lease with said Lessee, hereby jointly and severally unconditionally guarantees all duties, covenants, agreements and conditions provided in such Lease to be performed or observed by such Lessee (including specifically and without limiting the generality of the foregoing, payment by such Lessee of all rental and other amounts and damages of whatsoever kind or nature which may be or become due from such Lessee under the terms of or in connection with such Lease). This guaranty is unconditional, extending from Lease commencement to full Lease term including any options, if any. The liability of Guarantor shall be absolute in the same manner as if Guarantor was named in and had signed such Lease as the "Lessee" thereunder. Guarantor agrees that bankruptcy, insolvency, sale or transfer of the business, lack of corporate capacity or any other disability or impediment against enforcement of liability of the Lessee named in the foregoing Lease shall in no wise impair or affect Guarantor's liability and obligation hereunder, and it shall not be necessary or required in order to maintain and enforce Guarantor's liability hereunder that demand be made upon such Lessee or that action be commenced or prosecuted against such Lessee or that any effort be made to enforce the liability or responsibility of such Lessee for performance of his obligations or duties under or in connection with such Lease, and it shall not be required that such Lessee or any other party liable on such Lease be joined in any action brought against Guarantor for enforcement of Guarantor's liability and responsibility under this guaranty or that judgment have theretofore been obtained against such Lessee or any other party liable therefore on or in connection with any such claim. Guarantor agrees that no waiver by Lessor or forbearance or delay by Lessor in asserting or enforcing any rights or remedies of Lessor against or with respect to such performance of any of such Lessee's obligations or duties shall in anywise affect, impair or release Guarantor's liability hereunder. Likewise, Guarantor agrees that the liability of Guarantor hereunder shall not be in anywise released, diminished, impaired, reduced or affected by (a) the assignment or subletting of such Lease or of all or any part of the leased premises by such Lessee, or by any modification, cancellation, renewal and/or extension of such Lease. Guarantor expressly waives and agrees that no notice of default by such Lessee or other notice or demand need be given by Lessor to Guarantor as a condition of maintaining or enforcing Guarantor's liability and obligations under this guaranty. Likewise, Guarantor agrees that Lessor's release or subordination or failure or delay to enforce or seek to enforce upon any security now or hereafter held or acquired by Lessor for performance of any of the obligations or duties of the Lessee under or in connection with such Lease shall in no wise impair, affect or release Guarantor's liability hereunder, and that Lessor's action, at Lessor's election, in terminating such Lease or in taking or retaking possession of the leased premises as therein provided following default by the Lessee shall not release or impair Guarantor's liability hereunder and that no notice of such termination or of such entry or re-entry by Lessor need be given to Guarantor. This guaranty shall be enforceable and shall be performed in Okaloosa County, Florida.

WITNESS the execution hereof in multiple originals counterparts, as of the date of execution and delivery of the foregoing Lease.

Cecilia M. McAdams
Notary Public, State of Florida
My Comm. Expires April 16, 2022
Commission No. GG193053

GUARANTOR(S)

Signed 
Name **MOHAMMED RAHMAN**
SSN **595 71 0391**
Address **1339 PRIVATE POINT DR
PENSACOLA, FL 32503**

THE STATE OF FLORIDA
COUNTY OF Okaloosa

BEFORE ME, the undersigned authority, on this day personally appeared Mohammed Rahman,
known to me to be the person whose name is subscribed to the foregoing instrument and
acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 10th day of April, 2022.

CITY OF DESTIN – COMMUNITY DEVELOPMENT



AGENDA ITEM

MEETING DATE: March 24, 2022
BOARD/COMMITTEE: Local Planning Agency
TYPE OF AGENDA ITEM: Presentation
OUTLINE NUMBER: 5.C.

TO: Local Planning Agency

THRU: Louis Zunguze, Community Development Director
Kimberly Kopp, Land Use Attorney

FROM: Steve O'Connor, Principal Planner

DATE: March 9, 2022

SUBJECT: Comprehensive Plan Chapter 2 Discussion

I. BACKGROUND: Over the past three (3) years, the City has diligently and judiciously undertaken the task of updating and aligning the City's Comprehensive Plan with the Future Land Use Map and the Zoning Map. That task is now complete. The City now needs to update and align the City's Land Development Code (LDC) with the recent changes to the Comprehensive Plan. In order to ensure that the Articles updated in the LDC are consistent with the Comprehensive Plan, a review of the Comprehensive Plan goals, objectives, and policies was necessary.

The initial review was to establish what goals, policies, and objectives have been implemented, in progress of being implemented, and ones that have not been implemented through the LDC. Staff then conducted an internal review of the identified policies and has provided our recommendation. Staff is now seeking a discussion and review by the LPA to review these goals, policies, and objectives to see if they need to be updated, maintained, or removed.

Staff will bring these to the LPA on a Chapter by Chapter basis based on the amount of goals, policies, and objectives that require review.

**II. DISCUSSION: Comprehensive Plan Chapter 2: Transportation Element
Implemented Policies & Objectives**

- 1) **Policy 2-1.7.2: Study Hurricane Evacuation Carrying Capacity.** Within two years of Plan adoption, the City shall conduct a study to identify the carrying capacity of

all evacuation routes within the City. Based on the findings of the carrying capacity study, the City shall identify transportation improvement needs, hurricane preparedness actions, or land use controls to assure timely evacuation of the entire City prior to hurricane landfall. As evacuation routes are also used by residents and visitors within Walton County and Okaloosa County, the City shall request participation from Walton County and Okaloosa County in the preparation of a carrying capacity study for Harbor Boulevard/US Highway 98 East/Emerald Coast Parkway and other evacuation routes leading from coastal areas to the mainland.

Staff Comments: This has been completed as of January 2022 with updates to the City's 2021 Disaster Preparedness Plan and the County's 2021 Local Mitigation Strategy. Staff recommends a revisit of Objective 2-1.7 – Monitor and Enhance Evacuation Capacity, to ensure there is need and requirement of the Comprehensive Plan being met by this objective and if it is better severed in another document, such as the Emergency Operating Plan.

Partially Completed Policies & Objectives

1) Policy 2-1.3.14: Promote Water Taxi/Shuttle Service. Prior to the next EAR, the City shall adopt a process to accept private and public contributions toward the provision of space for water taxi/shuttle docking facilities and multimodal connections to water taxi/shuttle locations, in order to promote water taxi/shuttle service in the City.

Staff Comment: Implemented through LDC Section 8.09.03(A)(9)(d) – Multimodal Transportation Design Standards, Water Taxi Stop (Requirement for water taxi spot and amenities in SHMU). This policy should be carried over and further implemented through the LDC update. In addition, the intent and title need to be reviewed and a new comprehensive program should be looked at in totality.

2) Policy 2-1.3.17: Prioritize Community Parking over On-site Parking. The City shall continue to prioritize community parking over on-site parking through the City's parking regulations contained within the Land Development Code.

Staff Comments: This policy is partially implemented through 8.06.12. - Reduction of the required number of vehicle parking spaces and also the construction of the parking lots on Zerbe Street. This policy should be carried over and further implemented through the LDC update by developing more comprehensive parking regulations that prioritize multi-use or shared lots and Public parking lots.

Policies & Objectives to be implemented through the LDC Update

1) Policy 2-1.3.12: Expand and Enhance Transit Coverage and Service. The City shall continue to coordinate with Okaloosa County and seek to identify additional financial support for Okaloosa County Transit to maintain and enhance service, and to meet adopted transit level of service standards.

Staff Comments: This policy should be carried over and should be implemented through the LDC update.

A. Link to Strategic Goals / Objectives: #2. A green and sustainable environment

#4. Enhanced quality of life and safety for families

#5. Economic development and revitalization

B. Effect on Budget (EOB): No effect on the budget and any changes that effect the LDC will be covered under the approved LDC Rewrite Project Budget.

C. Level of Service (LOS): Develop and implement processes for consistent and streamlined application of codes and procedures.

III. CONCLUSION: This discussion is focused on Chapter 2: Transportation Element of the currently adopted Comprehensive Plan. Staff is seeking direction and guidance on whether the current policies discussed in this Staff Report are to be either kept, updated, or removed.

IV. RECOMMENDED MOTION: For discussion purposes only. Formal recommendation will be requested at the next LPA meeting.

Attachments:

1. Comprehensive Plan CHAPTER 2 -
TRANSPORTATION_ELEMENT

CHAPTER 2: TRANSPORTATION ELEMENT

Editor's note(s)—Ord. No. 12-13-PC, § 6(Exh. A), adopted November 3, 2014, amended chapter 2 in its entirety to read as herein set out. Former chapter 2, pertained to similar subject matter. See Table of Amendments for complete derivation.

Introduction. The City's 2027 Strategic Vision priorities include Ease of Mobility. The City's 2017 Goal priorities include Improved Mobility and Connectivity. The Transportation Element provides the framework for achieving the optimum, cost-effective transportation system to balance the needs of the City of Destin's (City) residents, workers, tourists, and through traffic. Optimization is achieved through a combination of land use and site design characteristics along with strategies to enhance the availability and use of multiple modes of transportation.

The major topics of this element include:

- Design of the multi-modal system.
- Level of Service Standard (LOS).
- Multi-modal district implementation.
- Airport and multi-modal planning coordination.
- Multi-jurisdiction coordination.

GOAL 2-1: MULTIMODAL TRANSPORTATION SYSTEM. MAINTAIN AND CONTINUE TO IMPROVE UPON AN EFFICIENT, HIGH QUALITY, MULTIMODAL TRANSPORTATION SYSTEM THAT BALANCES COMMUNITY CIRCULATION NEEDS WITH REGIONAL TRAVEL DEMAND.

OBJECTIVE 2-1.1: SYSTEM DESIGN. Continue to provide a safe, convenient, efficient and cost effective multimodal transportation system and roadway network that optimizes access for present and future residents.

Policy 2-1.1.1: Pursue Additional Road Corridor Improvements. The City shall continue to pursue the acquisition of rights-of-way, the design and the construction of multimodal facilities for future and existing corridors that will facilitate the east-west and north-south movement of all modes of transportation as shown on Maps 2-1 and 2-2 of this Transportation Element.

Policy 2-1.1.2: Relieve Congestion. Any new roadway improvement related to Policy 2-1.1.1 shall contribute to automobile congestion relief on Harbor Boulevard/US Highway 98 East/Emerald Coast Parkway and existing north-south corridors by providing alternatives for local traffic.

Policy 2-1.1.3: Maintain New Road Corridor Alignments. The City shall continue to implement the multimodal corridor management plan that identifies alignment opportunities and challenges for all modes of transportation, including parallel facilities for Harbor Boulevard/Emerald Coast Parkway and Main Street shown on Maps 2-1 and 2-2 of this Transportation Element.

Policy 2-1.1.4: Rights-of-Way (ROW) for Additional Access Road. The City shall acquire the necessary ROW east of Azalea Drive/Mountain Drive to complete the east/west route and north-south connections referenced in Policy 2-1.1.1 above. Nothing in this policy shall prohibit the City from accepting or obtaining the necessary rights-of-way in advance of 2020.

Policy 2-1.1.5: Require Dedication of ROW. The City shall require dedication of necessary rights-of-way for multimodal improvements from all property owners or applicants submitting a development proposal, or change of use for properties within or adjoining existing or planned corridors.

Policy 2-1.1.6: New Development Shall Pay for Needed Improvements. The City shall continue to enforce Land Development Code (LDC) regulations that require future development to pay its fair share of needed onsite and offsite transportation improvements constructed to City standards, as determined by a required and City-approved transportation study.

Policy 2-1.1.7: Determination of Fair Share. A development's fair share includes all transportation improvements needed to maintain the adopted LOS as a result of the project impacts to the multimodal transportation system. Offsite improvements may be credited toward required transportation impact fees for the portion of the improvement beyond the minimum level required.

Policy 2-1.1.8: Determination of Project Impacts. The determination of project impacts shall follow the technical methodology for the evaluation of transportation impacts described in the Inter-local Agreement with Okaloosa County and the concurrency section of the Land Development Code.

Policy 2-1.1.9: Capital Improvements Program and Schedule. The City shall continue its practice of maintaining or reconstructing collector roads, local roads and bicycle and pedestrian facilities on an annual basis that shall be scheduled and made part of the adopted Capital Improvement Plan.

Policy 2-1.1.10: Prioritize Transportation Improvements. The City shall prioritize its maintenance, construction and reconstruction activities in the following manner:

- A. First priority shall be assigned to projects within the multimodal transportation districts (MMTDs) to implement multimodal improvements.
- B. Second priority shall be assigned to the renewal and replacement of obsolete or worn out facilities.
- C. Third priority shall be assigned to correcting existing deficiencies in public facilities.
- D. Fourth priority shall be assigned to facilities necessary to accommodate future growth.

Policy 2-1.1.11: Consider Other Analyses. The City may also choose to consider analysis from a cost/benefit, transportation safety, and physical conditions analyses of the transportation systems within the City. Such analyses may be performed by the City or others. If conducted by others an outside agency, the manner and methods of the analyses must be approved by the City during a methodology meeting.

Policy 2-1.1.12: Construct Transportation Facilities to MMTD Standards. All new transportation projects within the City shall be constructed to meet City standards identified in the LDC. Such design standards may include, but not be limited to pedestrian access points, shared access, cross access, new or modified signage, striping of roadways, installation of sidewalks and bicycle lanes, widening of roadways, pedestrian crossing facilities, and sidewalk ramps at intersections. Within the MMTD such standards shall place a priority on non-vehicular access and mobility and a secondary emphasis on vehicular mobility.

Policy 2-1.1.13: Manage Roadway Access. The City shall limit new access points on arterial and collector roadways by continuing to enforce distance requirements for driveways and median cuts as identified in the LDC, and shall restrict access points on all arterial and collector roads by requiring shared access driveways, and cross-access connections/easements for abutting properties. All redevelopment and new development proposals shall also comply with the access management requirements of and the LDC. This policy applies to non-residential and mixed-use projects only.

OBJECTIVE 2-1.2: MAINTAIN LOS STANDARDS FOR PRESENT AND FUTURE RESIDENTS BY IMPLEMENTING MEASURABLE TARGETS.

Policy 2-1.2.1: Maintain Roadway Level of Service (LOS) Standards. The City shall maintain LOS standard "D" for the system of collector roads located outside the Multimodal District boundary.

Policy 2-1.2.2: Multimodal Level of Service (LOS) Standards. The 2006 LOS standard for each mode is based on the initial conditions in the MMTD and shall serve as a baseline to ensure that the LOS mode does not degrade below these levels.

Policy 2-1.2.3: Establish Adopted LOS Standards. Adopted LOS standards are based on the maximum achievable LOS grade, given implementation of multimodal improvements on all arterial and collector roads within the MMTD and pedestrian-oriented urban design. Establishing interim adopted LOS standards reflects the long-term implementation of multimodal improvements and urban design standards.

Policy 2-1.2.4: Transportation LOS Standards. The adopted LOS standards in the MMTD are as follows:

Table 2-1:
Adopted Multimodal Level of Service Standards for Collector Roads

	Bicycle LOS Standard	Pedestrian LOS Standard	Transit LOS Standard
Adopted (2006)	C	E	F
Adopted (2011)	B	C	E
Adopted (2020)	B	B	C

Source: 2011 Biennial MMTD Concurrency Report

Table 2-2:
Adopted Multimodal Level of Service Standards for Harbor Boulevard/US Highway 98 East/Emerald Coast Parkway

	Bicycle LOS Standard	Pedestrian LOS Standard	Transit LOS Standard
Adopted (2006)	E	F	E
Adopted (2011)	D	D	C
Adopted (2020)	C	D	B

Source: 2011 Biennial MMTD Concurrency Report

Policy 2-1.2.5: Collect Traffic Counts. Where annual traffic count data is not available from the Florida Department of Transportation (FDOT) or Okaloosa County, the City shall collect traffic counts for arterials and collectors.

OBJECTIVE 2-1.3: CONTINUE IMPLEMENTATION OF THE MULTIMODAL TRANSPORTATION DISTRICTS (MMTD).

Policy 2-1.3.1: Reduce Automobile Mobility. The MMTD shall emphasize the reduction of automobile mobility and vehicle miles traveled per person, in addition to the reduction of greenhouse gas emissions, while promoting accessibility by all modes through redevelopment of the built environment through improvement of cycling, pedestrian, and transit networks.

Policy 2-1.3.2: Maintain Road Networks. Operations of the existing road network shall be maintained and enhanced with strategic new connections, reconstruction, and widening projects as appropriate.

Investment in sidewalks, cycling facilities, and transit service shall be significantly increased. Urban design standards shall ensure that development is designed to be integrated and accessible, while encouraging increased use of non-auto forms of transportation.

Policy 2-1.3.3: MMTD Boundaries. The boundaries for the MMTD are Kelly and Main Streets, the Destin-Fort Walton Beach Airport, and the City boundary with Okaloosa County along US Highway 98 to the north, the Gulf of Mexico to the south, the City boundary with Walton County to the east and the Marler Bridge to the west. This district is designated on the Multimodal Transportation District Map (Map 2-3) at the end of this chapter and the Future Land Use Map (Map 1-1) at the end of Chapter 1 - Future Land Use Element.

Policy 2-1.3.4: Conditions for Transportation Concurrency in MMTD. Developments proposed in the MMTD that satisfy the following two conditions shall be deemed in compliance with transportation concurrency requirements for vehicular traffic:

- A. Follows urban form and multimodal facility design standards as described in Policy 2-1.3.5; and
- B. Contributes towards achieving the adopted multimodal level of service standards designated through the provision of on-site and off-site improvements necessary to mitigate transportation impacts in the immediate project vicinity. The amount of mitigation required will correspond to the project's impact as calculated through application of the City's transportation impact fee. Eligible capital improvements are those located within the MMTD and are included in the Capital Improvements Element of this Plan.

Policy 2-1.3.5: Design Development to be Supportive of Multimodal Transportation and Reductions in Vehicle Miles Traveled (VMT). Development within the Bay Resort Mixed Use, Calhoun Mixed Use, Crystal Beach Neighborhood, Crystal Beach Resort, Gulf Resort Mixed Use, High Density Residential, Holiday Isle Mixed Use, North Harbor Mixed Use, South Harbor Mixed Use and Town Center Mixed Use, and land use classifications, as designated in Chapter 1, the Future Land Use Element, shall meet standards of intensity, diversity, design, and connectivity of land uses as defined in the Land Development Code to establish a high concentration and variety of destinations that can be easily accessed by a variety of transportation modes. These standards shall address the following:

- A. The intensity and density of development. The standards shall establish a high concentration of activities and destinations. Residential density up to 40 dwelling units per acre and non-residential intensity up to a 2.50 floor area ratio shall be allowed.
- B. A diversity in land uses to serve multiple functions within a concentrated area. A minimum of two land uses shall be required in mixed-use zoning districts with additional uses encouraged through impact fee credits.
- C. Complementary land uses to increase transportation efficiency.
- D. Maximum front setbacks to improve access between buildings and the multimodal transportation network. Setback requirements shall range from zero to 35 feet depending on the height of the building.
- E. Site design characteristics shall be considered such as building location, parking location, and landscaping to maximize access to the multimodal transportation network.
- F. Building orientation shall be considered to increase accessibility to the public street with a secondary emphasis towards on-site parking.
- G. Façade lines with consideration of significant ground floor transparency to provide a continuous and attractive streetscape.

- H. On-site multimodal transportation infrastructure for the provision of pedestrian and bicycle connections to public sidewalks, cycling facilities, transit stops, buildings, parking, adjacent land uses, and within the development.
- I. Shade trees, lighting, street furniture, and other amenities along sidewalks and at transit stops to improve the design and accessibility of the on-site multimodal transportation infrastructure.
- J. On-site connections within and surrounding the North and South Harbor Areas to facilitate access to and within the North and South Harbor Areas.

Policy 2-1.3.6: Crystal Beach Transition Area. Development within the Crystal Beach sub-area overlay, as designated in Chapter 1, the Future Land Use Element, shall serve as a transition area between the MMTD and areas outside of the MMTD.

Policy 2-1.3.7: Increase Connectivity in the Crystal Beach Area. The City shall focus its efforts in the Crystal Beach sub-area on increasing connectivity and constructing multimodal infrastructure to improve linkages within the sub-area and to surrounding areas of the City and adjacent Counties. Standards shall be developed and shall address, at a minimum, the following:

- A. On-site multimodal transportation infrastructure to provide connections to public sidewalks, cycling facilities, transit stops, buildings, parking, and adjacent land uses.
- B. Shade trees, lighting, street furniture, and other amenities along sidewalks and at transit stops to improve the design and accessibility of the on-site multimodal transportation infrastructure.

Policy 2-1.3.8: Review LDC's Multimodal Design Standards. The City shall continue to review, and revise as necessary, the LDC's multimodal design standards, including requirements and acceptable ranges for each urban design element and incentive programs for enhanced design. These standards shall be distributed as a component of the development review process.

Policy 2-1.3.9: Complete Existing Pedestrian and Cycling Infrastructure. The City shall enhance the existing pedestrian and cycling systems by filling gaps in the network and providing new pedestrian and cycling facilities throughout the City. These facilities shall provide a safe and continuous pedestrian and cycling network between residential areas, the Community Redevelopment Areas (CRAs), major activity zones, and transit connections, particularly within the MMTD. Facilities that have been programmed into the City's Capital Improvements Program are displayed in Table 2-3 and on Map 2-2.

Policy 2-1.3.10: Include Pedestrian and Cycling Facilities with Road Projects. The City shall construct pedestrian and cycling facilities as a component of any publicly-funded road construction or reconstruction project, and developers shall construct pedestrian and cycling facilities as a component of any privately-funded road construction or reconstruction projects that will be dedicated to the City, in accordance with the Land Development Code.

Policy 2-1.3.11: Create Safe Pedestrian and Cycling Roadway Crossings. The City shall create, safe crossings on Harbor Boulevard/Emerald Coast Parkway between the Marler Bridge and the eastern edge of the Town Center CRA, with particular emphasis on strengthening the connection between the Town Center and the Harbor. Crossings shall be evaluated and designed to provide maximum pedestrian visibility, safety, and convenience, consistent with all applicable standards, guidelines, and best current practices. The City shall coordinate with FDOT to ensure adequate crossings are planned and constructed along Harbor Boulevard/Emerald Coast Parkway for safe crossing of that facility.

Policy 2-1.3.12: Expand and Enhance Transit Coverage and Service. The City shall continue to coordinate with Okaloosa County and seek to identify additional financial support for Okaloosa County Transit to maintain and enhance service, and to meet adopted transit level of service standards.

Map 2-10 of the Data Inventory and Analysis shows the transit routes and stops currently serving Destin.

Policy 2-1.3.13: Coordinate with Okaloosa County. The City shall coordinate with Okaloosa County on future updates of the Transit Development Plan to ensure continued enhancement of transit service and facilities within the City, particularly the Multimodal Transportation District, and transit trip generators and attractors. The City shall continue to dedicate or provide right-of-way, for the provision of access to transit facilities. Alternatively, the City may provide financial contributions towards the costs of expanding transit service coverage. The City shall also encourage the implementation of private shuttle services as a component of planned development.

Policy 2-1.3.14: Promote Water Taxi/Shuttle Service. Prior to the next EAR, the City shall adopt a process to accept private and public contributions toward the provision of space for water taxi/shuttle docking facilities and multimodal connections to water taxi/shuttle locations, in order to promote water taxi/shuttle service in the City.

Policy 2-1.3.15: Encourage and Facilitate Expanded Water Taxi/Shuttle Operations. The City shall encourage expanded water taxi/shuttle operations that serve potential patrons along Choctawhatchee Bay, Joe's Bayou, Indian Bayou, and other strategic shoreline access points.

Policy 2-1.3.16: Develop Interconnected Street Network. The City shall continue to develop an interconnected road network providing an alternative to Harbor Boulevard/Emerald Coast Parkway for local traffic. The alternative corridor shall provide a continuous connection from Danny Wuerffel Way in Okaloosa County along Commons Boulevard and through the City to Stahlman Avenue. Additional north-south alternatives east of Main Street shall also be considered to further the creation of a grid network. The recommended network is shown in Map 2-1.

Policy 2-1.3.17: Prioritize Community Parking over On-site Parking. The City shall continue to prioritize community parking over on-site parking through the City's parking regulations contained within the Land Development Code.

Policy 2-1.3.18: Continue to Evaluate the Need and Implement Additional Parking Districts as Conditions Merit. The City may establish parking districts where on-site parking shall be discouraged and the construction and use of off-site community parking structures shall be encouraged as provided in the LDC.

Policy 2-1.3.19: Pursue Parking Solutions and Funding Strategies. The City shall explore parking and parking garage site identification and acquisition through funding options such as tax increment financing, various bond options, and public-private partnerships.

Policy 2-1.3.20: Dedicate Funding to Multimodal Transportation Improvements. The City shall continue the transportation impact fee to enable the funding of multimodal transportation facilities and to support multimodal design standards.

Policy 2-1.3.21: Prioritize Projects. As revenues become available from the Community Redevelopment Area (CRA) tax increments, the City shall prioritize projects that help support the goals of the MMTD.

Policy 2-1.3.22: Monitor Multimodal Transportation District. The City shall continue to produce a MMTD Monitoring Report every two years to meet statutory review requirements. This report shall summarize the City's progress towards achieving the multimodal level of service (MMLOS) standards, and achieving the multimodal objectives and policies described herein.

Policy 2-1.3.23: Use Multimodal Transportation District Performance Measures. The City shall use multimodal performance measures to help evaluate the progress towards implementing the goals of the MMTD.

- A. On a system wide level, the City shall:
 - 1. Calculate the number of new developments and redevelopments that are completed and meet the design standards of the LDC, contributing towards the development of the multimodal transportation system and the creation of a thriving, functional focal point to the City.
 - 2. Calculate the number and length of new multimodal facilities that have been completed or planned.
 - 3. Calculate the transit ridership on all transit services within the City.
 - 4. Report progress on the implementation tasks identified in Objective 2-1.3.
- B. On a corridor level, multimodal performance measures shall include the factors used in the calculation of multimodal level of service: transportation facilities, urban form, accessibility, and connectivity. These include:
 - 1. The corridor multimodal level of service as applied through the ARTPLAN multimodal LOS analysis will be used to monitor the progress towards completing the multimodal network.
 - 2. Urban form shall be evaluated by measuring development use, density, diversity and design based on the MMTD design standards in Policy 2-1.3.3.
 - 3. MMTD accessibility shall be determined by identifying pedestrian barriers that limit access to pedestrian facilities and determining the proportion of population with access to multimodal facilities. The most currently available US Census data will be used for this analysis. MMTD accessibility will also be measured by identifying activity centers and determining the proportion of population with multimodal access to those activity centers.
 - 4. Connectivity for bicycles shall be measured by dividing the number of links in the bicycle facility system by the number of link termini (intersections, cul-de-sacs, and dead-ends). Connectivity for pedestrians shall be measured by computing the number of termini per square mile in the pedestrian facility system. Connectivity for transit is based on the proportion of major activity centers served by fixed route bus service.

Policy 2-1.3.24: Document Existing Conditions. The City shall continue to document the existing conditions on all arterial and collector roads within the City in the Annual Transportation Concurrency Analysis. These data shall be used to monitor the operating conditions on Harbor Boulevard/Emerald Coast Parkway and the collector roads and shall be submitted to the Department of Economic Opportunity, FDOT and adjacent jurisdictions as an informational component of the MMTD monitoring requirements.

Policy 2-1.3.25: Compare Current Traffic Volumes with Baseline Conditions. The City, in coordination with the Department of Transportation, documented the baseline conditions for the three segments of Harbor Boulevard/Emerald Coast Parkway. The baseline conditions were calculated using the average annual daily traffic volume plus committed trips as documented in the 2005 Annual Transportation Concurrency Analysis. Table 2-3 presents the baseline conditions for the roadway segments within the MMTD and the conditions at the time of the most recent Biennial Transportation Concurrency Report (2011). If the data demonstrate that the average annual daily traffic volume plus committed trips on Harbor Boulevard/Emerald Coast Parkway/U.S. Highway 98 is approaching 115% of the baseline

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condition, the City shall initiate meetings with the DOE, the FDOT, the TPO, and adjacent jurisdictions to evaluate progress and discuss regional solutions to address traffic conditions on Harbor Boulevard/Emerald Coast Parkway.

**Table 2-3:
US Highway 98: 2011 to Baseline Comparison**

Roadway Link	2005 AADT + committed trips	Baseline: 2005 +15%	2011 AADT + committed trips	Available AADT capacity	Percent change from 2005
US Highway 98 Segment A					
Marler Bridge to Stahlman Avenue	50,699	58,304	44,115	14,189	-13%
Stahlman Avenue to Benning Drive	51,845	59,621	43,134	16,487	-16.8%
Benning Drive to Beach Drive	56,236	64,672	54,681	9,991	-2.8%
Beach Drive to Main Street	57,439	66,055	54,025	12,030	-5.9%
Main Street to Gulf Shore Drive	59,704	68,660	53,211	15,449	-10.9%
US Highway 98 Segment B					
Gulf Shore Drive to Airport Road	62,444	71,958	55,609	16,349	-10.9%
Airport Road to Scenic Highway 98	65,347	75,294	55,448	19,846	-15.1%
US Highway 98 Segment C					
Scenic Highway 98 to Henderson Beach Road	62,437	71,827	68,962	2,866	10.4%
Henderson Beach Road to Triumph Drive	64,687	74,390	68,452	5,938	5.8%
Triumph Drive to Matthew Blvd.	64,675	74,377	69,672	4,705	7.7%
Matthew Blvd. to Danny Wuerffel Way	65,808	75,679	72,177	3,503	9.7%
Danny Wuerffel Way to Crystal Beach Drive	66,859	76,983	75,884	1,099	13.5%
Crystal Beach Drive to Regatta Bay Blvd.	66,859	76,983	63,684	13,300	-4.7%
Regatta Bay Blvd. to Tequesta Drive	66,859	76,983	64,182	12,802	-4.0%
Tequesta Drive to Walton County Line	66,859	76,983	62,800	14,183	-6.1%

Policy 2-1.3.26: Study and Initiate Steps to Create Additional Capacity. If the data demonstrates that the average annual daily traffic volume plus committed trips for a given road segment of a collector road has reached or exceeded level of service D, the City shall initiate steps to create additional capacity, or demonstrate that creation of additional capacity would be contrary to the success of the multi modal district.

Policy 2-1.3.27: Refine or Revise Methodology. The City may elect to refine or revise this methodology based on experience gleaned through implementation of these procedures.

OBJECTIVE 2-1.4: COORDINATE BETWEEN AIRPORT USES AND MULTIMODAL TRANSPORTATION PLANNING.

Policy 2-1.4.1: Coordinate Operations and Maintenance of Destin Airport. The City shall continue to coordinate the landside operation and maintenance of ground access to Destin Airport with multimodal transportation planning activities and programs. The City shall also ensure all aviation and non-aviation development at the Airport shall be made with proper consideration for the adjacent population, environment and the Future Land Use Element of this Plan.

Policy 2-1.4.2: Ensure Ground Transportation Access. The City will ensure all ground access routes to Destin Airport within its jurisdiction will be properly maintained.

Policy 2-1.4.3: Coordinate for Multimodal Facilities and Service to Airport. The City shall coordinate with Okaloosa County to construct multimodal facilities and to provide transit service to Destin Airport property as needed for consistency with the policies associated with the Multimodal Transportation District.

Policy 2-1.4.4: Coordinate for Airport Development Compatibility. The City will coordinate with Okaloosa County on matters relating to development, expansion, and land use compatibility at Destin Airport and development in the surrounding areas, including the protection and conservation of natural resources.

Policy 2-1.4.5: Support Establishment of a Destin Airport Control Tower. The City shall support Okaloosa County and the Okaloosa County Airports system in the establishment and operations of a control tower at Destin Airport.

OBJECTIVE 2-1.5: COORDINATE TRANSPORTATION PLANS WITH OTHER JURISDICTIONS.

Policy 2-1.5.1: Coordinate Processes with Other Agencies. The City shall continually coordinate its decision-making process with the plans and programs of Okaloosa County, Okaloosa-Walton Transportation Planning Organization (TPO), Northwest Florida Regional TPO, and FDOT, to assure consistency in the local, regional and state transportation planning process.

Policy 2-1.5.2: Participate in the TPO. The City shall continue its active participation with the Okaloosa-Walton TPO and the Northwest Florida Regional TPO to insure TPO recommendations and activities are consistent with this plan.

Policy 2-1.5.3: Continue Participation in TPO Cost Feasible Long Range Transportation Plan. The City shall participate and cooperate with the preparation of the TPO Cost Feasible Long Range Transportation Plan and Transportation Improvement Plan (TIP).

Policy 2-1.5.4: Participate in Annual Updates to FDOT Five-Year Work Program. The City shall participate in and review the annual updates of the FDOT Five-Year Work Program to insure the City's programmed and planned multimodal transportation improvements and the Work Program are consistent. The Joint Participation Agreement between the City and FDOT shall be maintained.

Policy 2-1.5.5: Coordinate Road Improvements. Decisions regarding regional road extensions or improvements shall consider recommendations of the TPO Long Range Transportation Plan.

Policy 2-1.5.6: Coordinate with Emergency Management Plans. The City shall review hurricane evacuation plans as they are adopted or amended by the TPO, Okaloosa County, and West Florida Regional Planning Council, to ensure consistency with the City's Transportation Element.

Policy 2-1.5.7: Implement a Unified Transportation Concurrency Management System (UTCMS). The City shall continue to work with Okaloosa County to implement a unified transportation concurrency management system (UTCMS), as described in the Interlocal Agreement approved by the City Council on June 17, 2002. According to this agreement the UTCMS traffic data is used for planning purposes only. The City will pursue full implementation of the unified concurrency management system, whereby the system is used for the purpose of concurrency, within two years of Plan adoption. Pursuant to this Interlocal Agreement, the City shall:

- A. **Provide Monthly Status of Approved Development Orders.** Pursuant to the UTCMS Interlocal Agreement the City shall provide the County (and the County shall provide the City) with monthly updates regarding the status of approved development orders in the UTCMS area.
- B. **Delete the Use of Geographic Limits to Define Traffic Impacts.** Pursuant to the UTCMS Interlocal Agreement, the City will replace the existing geographic based traffic impact area methodology with a methodology based on the magnitude and extent of impact, as described in the Interlocal Agreement.
- C. **De Minimis Impact Projects.** According to the UTCMS Interlocal Agreement, projects deemed to have a de minimis impact pursuant to City definition, shall not be subject to concurrency requirements.
- D. **Development Orders are Valid for One Year.** According to the UTCMS Interlocal Agreement, approved development orders will remain valid for a period of not more than one year from the date of the fully executed Development Order, unless supporting infrastructure is under construction. "Construction of infrastructure" shall be defined as site work, grading or other construction activity (not including land clearing and grubbing) related to installation of roadways, access drives, parking lots, underground utilities, stormwater or drainage facilities, or building foundations.
- E. **Expand Participation in the Unified Transportation Concurrency Management System.** The City will also encourage the City of Ft. Walton Beach and Walton County to participate in the unified transportation concurrency management system and the Interlocal Technical Review Committee.

Policy 2-1.5.8: Ensure Consistency with Destin Airport Master Plan. The City shall ensure multimodal plans are consistent with the Destin Airport Master Plan, to ensure the availability of multimodal transportation access.

Policy 2-1.5.9: Coordinate with FDOT to permit transit stops along US Highway 98. In its ongoing effort to facilitate improved transit service, the City will seek to join with Okaloosa County Transit to seek approval from the Florida Department of Transportation to permit transit stops along all sectors of US Highway 98 wherever transit stops are planned and demand warrants.

OBJECTIVE 2-1.6: FACILITATE NEW TRANSPORTATION TECHNOLOGIES.

Policy 2-1.6.1: Accommodate Highway Rated, Alternative Fuel Vehicles. New transportation technologies such as the all-electric vehicle (EV) and existing alternative technologies such as compressed natural gas (CNG) should be accommodated by the transportation infrastructure of the City.

Policy 2-1.6.2: Facilitate recharge stations in private commercial development. As demand warrants, accommodate or facilitate refueling stations by recognizing the need within the parking and site planning standards for new facilities such as shopping centers, gas stations, and restaurants. Where requested by commercial property owners, assist in adjusting site plan designs to accommodate retrofits of existing facilities to provide refueling facilities as demand warrants.

Policy 2-1.6.3: Evaluate Recharge Feasibility in Public Parking Facilities. Monitor the potential demand for and evaluate the feasibility of providing recharge facilities at public parking facilities.

OBJECTIVE 2-1.7: MONITOR AND ENHANCE EVACUATION CAPACITY.

Policy 2-1.7.1: Analyze Hurricane Evacuation Clearance Time. The City shall annually perform a hurricane clearance time analysis as part of the City's annual transportation concurrency review. As part of the clearance time analysis, the transportation model shall determine when traffic conditions result in unreasonable clearance times. The City shall coordinate the clearance time analysis with the Okaloosa County Emergency Management Division to access modifications for timing of evacuation notices.

Policy 2-1.7.2: Study Hurricane Evacuation Carrying Capacity. Within two years of Plan adoption, the City shall conduct a study to identify the carrying capacity of all evacuation routes within the City. Based on the findings of the carrying capacity study, the City shall identify transportation improvement needs, hurricane preparedness actions, or land use controls to assure timely evacuation of the entire City prior to hurricane landfall. As evacuation routes are also used by residents and visitors within Walton County and Okaloosa County, the City shall request participation from Walton County and Okaloosa County in the preparation of a carrying capacity study for Harbor Boulevard/US Highway 98 East/Emerald Coast Parkway and other evacuation routes leading from coastal areas to the mainland.

Policy 2-1.7.3: Prioritize Road Improvements that Facilitate Public Safety and Emergency Evacuation Needs. Give priority to road improvements within the City that enhance emergency evacuation capacity and encourage regional transportation agencies to prioritize regional transportation facilities that enhance emergency evacuation capacity.

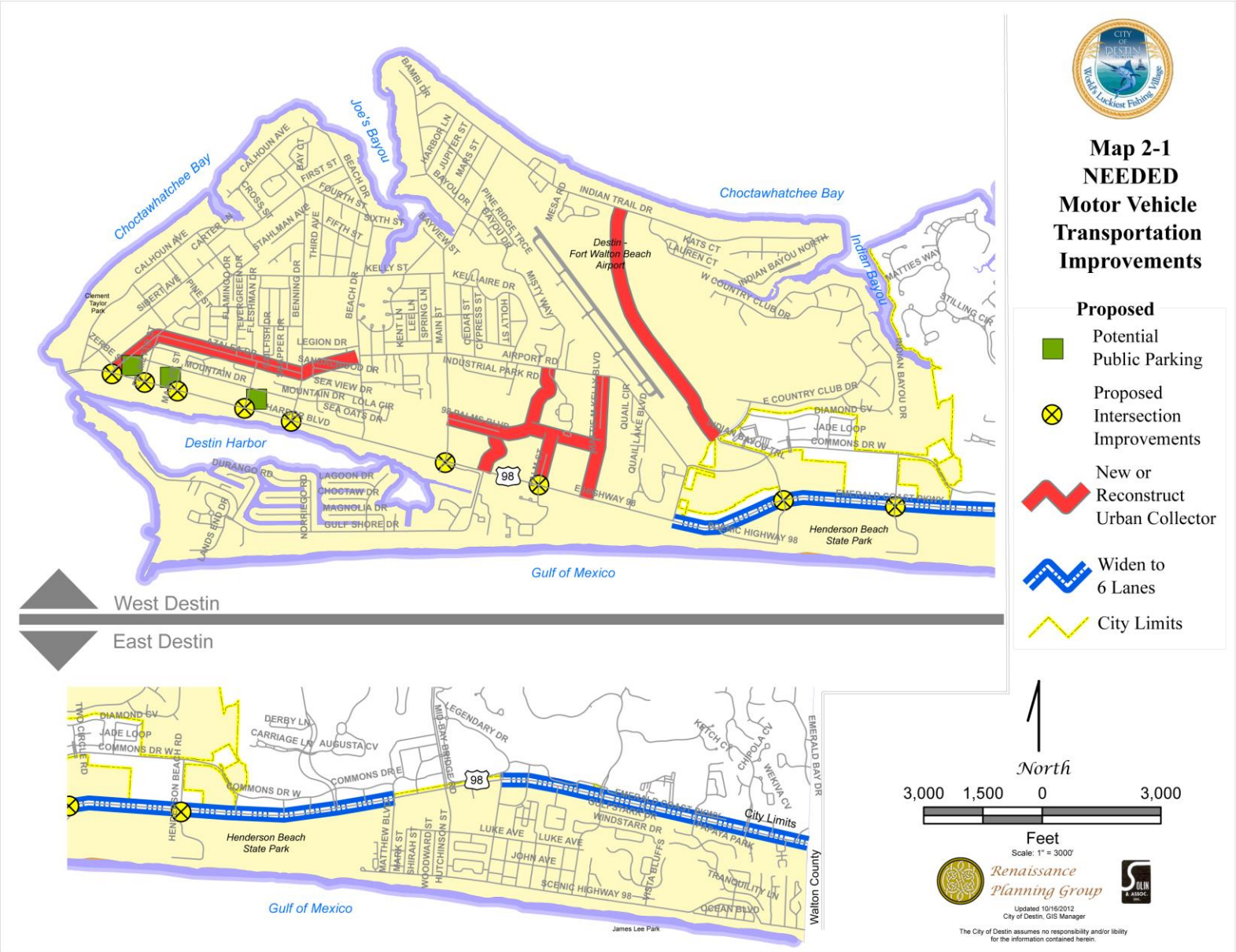
List of Maps:

Map 2-1: Needed Motor Vehicle Transportation Improvements

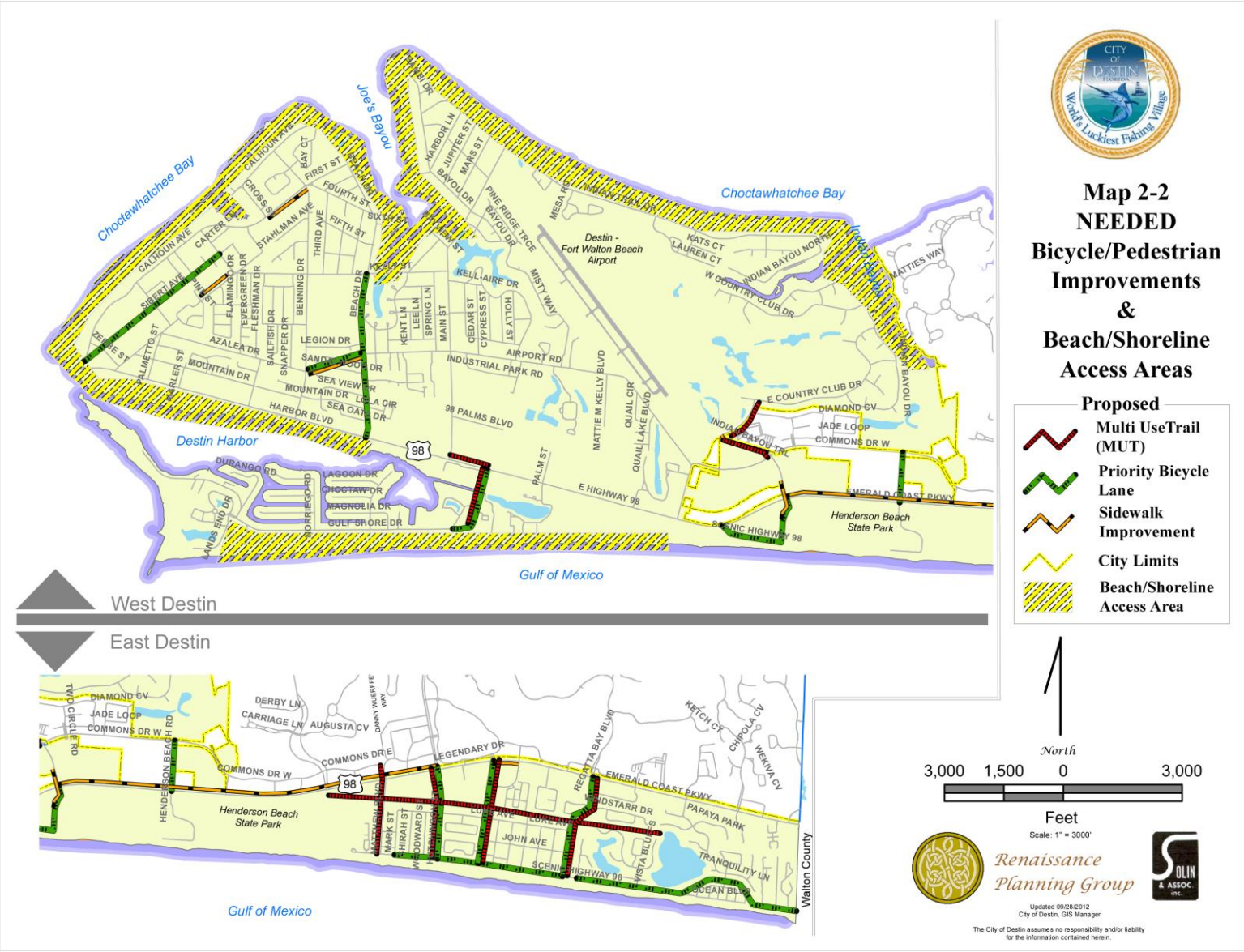
Map 2-2: Needed Bicycle/Pedestrian Improvements & Beach/Shoreline Access Points

Map 2-3: Multimodal Transportation District (MMTD)

(Ord. No. 12-13-PC, § 6(Exh. A), 11-3-14; Ord. No. 17-22-PC, § 6(Exh. 1), 4-2-2018)

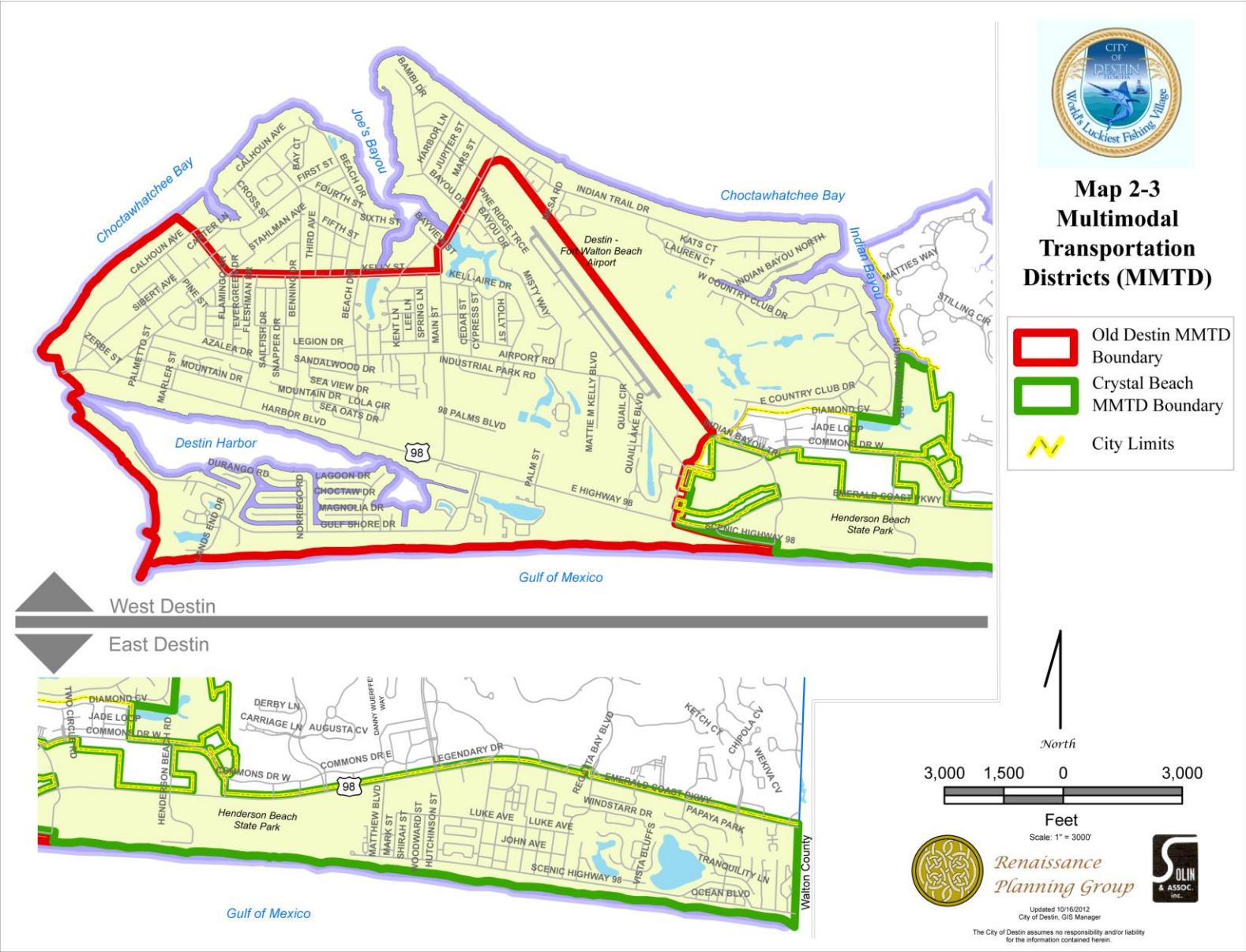


(Ord. No. 07-14-PC, § 4(Exh. 1.G), 10-15-2007; Ord. No. 08-30-PC, § 3, 11-17-2008)



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(Ord. No. 07-14-PC, § 4(Exh. 1.H), 10-15-2007; Ord. No. 08-30-PC, § 3, 11-17-2008)



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(Ord. No. 05-24-PC, § 4, 12-19-2005; Ord. No. 07-14-PC, § 4(Exh. 1.I), 10-15-2007; Ord. No. 08-30-PC, § 3, 11-17-2008)

CITY OF DESTIN – COMMUNITY DEVELOPMENT



AGENDA ITEM

MEETING DATE: March 24, 2022
BOARD/COMMITTEE: Local Planning Agency
TYPE OF AGENDA ITEM: Action Item
OUTLINE NUMBER: 5.D.

TO: Local Planning Agency

THRU: Louis Zunguze, Community Development Director
Kimberly Kopp, Land Use Attorney

FROM: Steve O'Connor, Principal Planner

DATE: March 11, 2022

SUBJECT: Draft Land Development Code Article III Discussion/Workshop

I. BACKGROUND:

Over the past three (3) years the City has diligently and judiciously undertaken the task of updating and aligning the City's Comprehensive Plan, with the Future Land Use Map and the Zoning Map. That task is now complete. The City now needs to update and align the City's Land Development Code (LDC) with the recent changes to the Comprehensive Plan.

To accomplish this task, on April 5, 2021, Staff brought the Scope of Work and Budget to completely rewrite the Land Development Code for approval by the City Council, both of which were approved unanimously. Since that time, Staff has worked with the consultants of 3TP, to diligently and systematically move forward with the drafting of the new LDC. In order to provide overall context to both the LPA and City Council, regarding the Staff's approach to the LDC rewrite, Staff would like to take this opportunity to provide both a framework, as well as methodology for the LDC update. The discussion tonight seeks input and direction from the LPA on the annotations from 3TP below. Staff intends to incorporate LPA input and bring back these Articles for formal recommendation to the City Council.

Framework:

First, the updated Code will include only the regulations necessary to implement the City's Comprehensive Plan and meet Florida Statutes. As such, all design related requirements will be provided in a "**Design Manual**" to be developed as part of the LDC rewrite.

Second, the regulations will be grouped by zoning district and the Planning Areas will be the guiding elements of the new regulations.

In addition, the LDC rewrite will involve rearranging the existing language into a new format. The new Articles will be annotated to include notes, actions, and terms that need further input or direction. There are two types of annotations in the articles:

1. Annotations that include proposed text changes, notes and actions based on an analysis of the Comprehensive Plan, Florida Statutes, and current City practices.
2. Annotations that require input or direction from the City Council. The strikethrough and underlined items are necessary text edits.

Methodology:

Article III is attached for your review. The breakdown below provides the methodology behind the format of the Article and the major issues or comments that have been identified as requiring special attention.

Article III: Nonconformities

The Nonconformities Article consists of all the existing language regarding nonconformities collected and consolidated into one standalone article, so that it is much easier to locate. Given the nature of redevelopment in Destin, this article will be revised to have very clear requirements for all types of nonconformities in Destin.

II. DISCUSSION:

The annotations below, *italicized*, are recommendations from 3TP, however, they were highlighted as important topics for discussion and direction. Staff has discussed the recommendations internally and now seeks discussion and input from the LPA tonight on these annotations:

3.03.02. Uses under Special Exception Provisions - *It is recommended that this section be deleted – the Comprehensive Plan directs the LDC to remove nonconforming uses. This process allows unpermitted uses to be established where they are not allowed by Code*

Staff Recommendation: Staff recommends a large discussion on the intent of this section. Also want to discuss the expansion of non-conforming uses that are in the public interest.

3.05. Nonconforming Characteristics of Use or Site - *It is recommended a new section be written to specifically address nonconforming elements of a site (for example, parking lot layout, landscaping requirements, etc.). Specific components of this article would be:*

1. *Modifying nonconforming characteristics to meet current LDC requirements will be linked to change of use/development process.*
2. *Expansion of any component which would make a characteristic more nonconforming or exacerbate the nonconformity will not be permitted until a nonconforming characteristic is corrected. For example, a restaurant could not be expanded or intensified until a nonconforming parking layout was corrected.*

Staff Recommendation: Staff has the same recommendation as 3TP. However, Staff recommends removing the "use" aspect of this and leave it to just elements of the site such as Stormwater, Parking, Landscaping/Open Space, Access (ingress/egress), Lighting, Fences.

3.07. Nonconformities due to Public Agency Action - *It is recommended this new section is created to address nonconformities created from City or State processes, such as eminent domain.*

Any nonconformity created due to City/State action would be considered legally nonconforming, be allowed to remain, and no further action on the part of the owner would be required. However, the nonconformities created due to City/State action shall not be increased or intensified by the owner, and the appropriate section of this article will apply.

Staff Recommendation: Staff recommends this section to be developed.

A. Link to Strategic Goals / Objectives:

- #2. A green and sustainable environment,
- #3. Improve mobility and connectivity
- #4. Enhanced quality of life and safety for families
- #5. Economic development and revitalization
- #6. Effective, efficient, and aesthetically pleasing infrastructure

B. Effect on Budget (EOB): N/A

C. Level of Service (LOS): N/A

III. CONCLUSION: Staff is seeking input from the LPA on the annotations from the Draft LDC Articles III. Based on the discussions tonight, Staff will incorporate LPA input and bring these Articles back to the LPA for formal recommendations to the City Council.

IV. RECOMMENDED MOTION: N/A

Attachments:

1. 3_Nonconformities

ARTICLE III. NONCONFORMITIES

Section 3.01 Intent

A. Within the districts established by the City, there exist:

1. Lots;
2. Structures;
3. Uses of land; and
4. Characteristics of use;

which were lawful before chapter 21, Code of Ordinances, was enacted, which would be prohibited, regulated or restricted under the terms of this section or future amendments. It is the intent of this section to permit these nonconformities to continue until they are removed, but not to encourage their survival. It is further the intent of this section that nonconformities shall not be enlarged upon, expanded or extended, or be used as grounds for adding other structures or uses prohibited elsewhere in the same district.

B. Nonconforming uses are declared by this section to be incompatible with permitted uses in the districts involved. A nonconforming use of structure and land in combination shall not be extended or enlarged, or [expanded] by the addition of other uses of a nature which would be prohibited generally in the district involved.

- *This section will be revised to reference language from Policies 1-3.6.2 and 1-3.6.3, as well as reference these policies as the foundation of this LDC chapter.*
- *Reference to Chapter 21, Code of Ordinances, will be removed, as this chapter does not exist.*

Section 3.02 Nonconforming Lots

A. In any district in which single-family dwellings are permitted, a single-family dwelling and customary accessory buildings may be erected on any single lot of record in a recorded subdivision or a lot in an unrecorded plat which was the subject of a contract to purchase or article of agreement executed prior to March 11, 1974, the effective date of this provision, notwithstanding limitations imposed by other provisions of this section. This provision shall apply even though such lot fails to meet the requirements for area or width, or both, that are generally applicable in the district. Variance of yard requirements shall be obtained only through action of the board of adjustment.

B. No such nonconforming lot may be enlarged or altered in a way which increases its nonconformity, but any lot or portion thereof may be altered to decrease its nonconformity.

- *This section will be revised to replace the "may" statements to stronger language using "shall" statements.*

Section 3.03 Nonconforming Uses

Section 3.03.01 Uses, Generally

A. Uses of land (or land with minor structures only). Where at the time of passage of chapter 21, lawful uses of land exist which would not be permitted by the regulations imposed by this

section, and where such use involves no individual structure with a replacement cost exceeding \$1,000.00, the use may be continued so long as it remains otherwise lawful, provided:

1. No such nonconforming use shall be enlarged or increased nor extended to occupy a greater area of land than was occupied at the effective date of adoption or amendment of this provision.
2. No such nonconforming use shall be moved in whole or in part to any portion of the lot or parcel other than that occupied by such use at the effective date of adoption or amendment of this provision.
3. If any such nonconforming use of land ceases for any reason for a period of more than six months, any subsequent use of such land shall conform to the regulations specified by this section for the district in which such land is located.
4. No additional structure not conforming to the requirements of this section shall be erected in connection with such nonconforming use of land.

- *Remove the following language in Section A:*
 - *"land with minor structures only"*
 - *Reference to Chapter 21 of the Code of Ordinances*
 - *\$1000 replacement cost minimum*

Section 3.03.02. Uses under Special Exception Provisions

- A. If no structural alterations are made, any nonconforming use of a structure, or structure and premises, may as a special exception be changed to another nonconforming use provided that the board of adjustment, either by general rule or by making findings in the specific case, shall find that the proposed use is equally appropriate or more appropriate to the district than the existing nonconforming use. In permitting such change, the board of adjustment may require appropriate conditions and safeguards in accordance with the provisions of this section.
- B. Any use which is permitted as a special exception in a district under the terms of this section (other than a change through board of adjustment action from a nonconforming use to another use not generally permitted in the district) shall not be deemed a nonconforming use in such district, but shall without further action be considered a conforming use.

It is recommended that this section be deleted – the Comprehensive Plan directs the LDC to remove nonconforming uses. This process allows unpermitted uses to be established where they are not allowed by Code.

Section 3.04 Nonconforming Structures

Section 3.04.01 Structures, generally

- A. Where a lawful structure exists at the effective date of adoption or amendment of this provision that could not be built under the terms of this section by reason of restrictions of area, lot coverage, height, yards, its location on the lot, or other requirements concerning the structure, such structure may be continued so long as it remains otherwise lawful, subject to the following provisions:
 1. No such nonconforming structure may be enlarged or altered in a way which increases its nonconformity, but any structure or portion thereof may be altered to decrease its nonconformity.

2. Should such nonconforming structure or nonconforming portion of structure be destroyed by any means to an extent of more than 50 percent of its replacement cost at time of destruction, it shall not be reconstructed except in the exact dimensions as it existed on the date of its destruction with due diligence. However, if and when the principal place of residence of a citizen of the city is destroyed by accidental fire, hurricane, tornado or other act of God, said homeowner may rebuild said residence to original type and size of structure; or said homeowner or mobile home owner may rebuild or replace with a superior type of material; provided the new construction conforms to dimensions previously existing.
3. Should such structure be moved for any reason to any district whatever, it shall thereafter conform to the regulations for the district in which it is located after it is moved.

- *This section will be revised to replace the "may" statements to stronger language using "shall" statements.*

Section 3.04.02 Manufactured Homes

- A. Where, at the time of passage of this provision, lawful use of land existed which would not be permitted by the regulations imposed by this section and where such use involves mobile homes, the use may be continued so long as it remains otherwise lawful, provided:
 1. No additional mobile homes shall be located on any parcel in excess of the number of trailer sites, consisting of the appropriate slabs and utility connections which were in existence at the effective date of adoption or amendment of this provision.
 2. If any individual mobile homes located on any individually owned parcel or lot of record shall be moved for more than a period of six months, any subsequent use of such land shall conform to the regulations specified by this section for the district in which such land is located.
 3. These regulations are not intended to prohibit the continued operation of existing trailer parks as of the effective date of adoption or amendment of this provision and such trailer parks are expressly permitted to continue operation in the manner conducted prior to the effective date of adoption or amendment of this chapter.
 4. If any individual mobile home located on any parcel of property on the effective date of adoption of this section shall be bounded by a fence or other boundary mutually agreed to by the adjoining land owners or occupants, and provided said lots abut a city street or public right-of-way, said lots may be sold or otherwise conveyed by metes and bounds description and such use continued so long as not abandoned pursuant to section 7.13.03 of this Code.

This language will be revised to change "mobile homes" to "manufactured homes". Additionally, the glossary will include definitions for mobile homes and manufactured homes.

Section 3.04.03 Uses of Structures and Premises in Combination

- A. If lawful use involving individual structures with a replacement cost of \$1,000.00 or more, or of structures and premises in combination, exists at the effective date of adoption or amendment of this provision, that would not be allowed in the district under the terms of this section, the lawful use may be continued so long as it remains otherwise lawful, subject to the following provisions:

1. No existing structure devoted to a use not permitted by this section in the district in which it is located shall be enlarged, extended, constructed, reconstructed, moved or structurally altered except in changing the use of the structure to a use permitted in the district in which it is located.
2. Any nonconforming use may be extended throughout any parts of a building which were manifestly arranged or designed for such use at the time of adoption or amendment of this provision, but no such use shall be extended to occupy any land outside such building.
3. When a nonconforming use of a structure, or structure and premises in combination, is discontinued or abandoned for six consecutive months (except when government action impeded access to the premises), the structure, or structure and premises in combination, shall not thereafter be used except in conformity with the regulations of the district in which it is located.
4. Where nonconforming use status applies to a structure and premises in combination, removal or destruction of the structure shall eliminate the nonconforming status of the land. Destruction for the purpose of this subsection is defined as damage to an extent of more than 50 percent of the replacement cost at the time of destruction.

It is recommended that this section be deleted, as the requirements are adequately addressed in Nonconforming Uses and Nonconforming Structures.

Section 3.05 Nonconforming Characteristics of Use or Site

It is recommended a new section be written to specifically address nonconforming elements of a site (for example, parking lot layout, landscaping requirements, etc.). Specific components of this article would be:

- 1. Modifying nonconforming characteristics to meet current LDC requirements will be linked to change of use/development process.***
- 2. Expansion of any component which would make a characteristic more nonconforming or exacerbate the nonconformity will not be permitted until nonconforming characteristic is corrected. For example, a restaurant could not be expanded or intensified until a nonconforming parking layout was corrected.***

Section 3.06 Nonconforming Signs

- A. Definition. Any sign within the City on the effective date of this Code which is prohibited by, or does not conform to the requirements of, this Code. Signs that are within ten percent of the height and size limitations of this Code, and that in all other respects conform to the requirements of this Code, are not non-conforming signs.

Definition will be moved to the Glossary section of the LDC. The 10% allowance will be removed.

- B. All nonconforming signs shall be subject to the following restrictions:
1. A nonconforming sign shall not change substantially from its condition on the date it became non-conforming. For more information on "substantial changes to a nonconforming sign" please refer to B.3 below. Accordingly, no nonconforming sign may be enlarged or altered in a way which increases its nonconformity, but any sign or portion

thereof may be altered to decrease its nonconformity, or for ordinary repair and maintenance as provided for herein.

2. Ordinary repair and maintenance of nonconforming signs is permitted as follows:
 - a. Ordinary repair and maintenance shall mean the work necessary to keep the sign in good state of repair provided, however, ordinary repair and maintenance shall not include replacement of structural materials.
 - b. Structural materials, as used in this section shall mean those materials comprising the load-bearing components of the sign including vertical supports, horizontal stringers, braces, bracing wires, brackets and catwalks. Structural materials do not include the sign face, any skirt, any electrical service or electric lighting, except in cases where such items have been incorporated into the load-bearing parts of the sign.
 - c. Examples of changes, modifications or work which do not constitute ordinary repair and maintenance, but which would constitute substantial changes to a nonconforming sign, include, but are not limited to:
 - i. Modification that changes the structure of, or the type of structure of, the sign, such as conversion of back to back sign to a V-type or conversion of a wooden sign structure to a metal structure.
 - ii. Modification that changes the sign face area or the height of the sign.
 - iii. Modification that enhances the visibility of the sign's message or the period of time the sign's message is visible.
 - iv. Modification that adds automatic or electronic changeable faces, or copy.
 - v. Modification that adds artificial lighting, or changes the existing lighting, such that elimination of the sign face is substantially increased.
 - d. Should a nonconforming sign be destroyed by any means to an extent of more than 50 percent of its value at the time of destruction as reflected on the personal property tax return filed by the owner, it shall not be reconstructed except in compliance with these regulations.
 - e. Modifications to a nonconforming sign that have the effect of enhancing the sign's message, the visibility of the message, or the period of time the message is visible in the case of electronic message boards are prohibited.
 - f. A nonconforming sign may not be disassembled and re-erected at the same location.
 - g. A nonconforming sign may not be relocated.
 - h. A nonconforming sign which has become structurally unstable or constitutes an imminent threat to public safety must be removed. Any replacement sign must conform to the provisions of section 16.04.00. Permitted signs.
 - i. Nothing in this section shall be construed so as to constitute a violation of § 70.20, Florida Statutes (2002).

Include a specific subsection for billboards. Please provide the two ordinances related to billboard prohibition to 3TP staff.

Section 3.07 Nonconformities due to Public Agency Action

City of Destin, FL - Land Development Code

It is recommended this new section is created to address nonconformities created from City or State processes, such as eminent domain.

Any nonconformity created due to City/State action would be considered legally nonconforming, be allowed to remain, and no further action on the part of the owner would be required. However, the nonconformities created due to City/State action shall not be increased or intensified by the owner, and the appropriate section of this article will apply.

Section 3.08 Development and/or Change of Use Requests Involving Nonconforming Uses, Structures and/or Sites

This is a new section which will describe the relationship between nonconformities and development/change of use applications. The development process and change of use process will be the tool to require alterations to nonconforming properties. To fully implement Policies 1-3.6.2 and 1-3.6.3 of the Comprehensive Plan, all development or changes to nonconforming structures or sites should incorporate alterations which bring the nonconforming elements into compliance to the greatest and reasonable extent.

Section 3.09 Repairs and Maintenance

- A. On a nonconforming structure or portion of a structure containing a nonconforming use, work may be done in any period of 12 consecutive months on ordinary repairs, or on repair or replacement of nonbearing walls, fixtures, wiring or plumbing, to an extent not exceeding 25 percent of the current replacement cost of the nonconforming structure or nonconforming portion of the structure as the case may be, provided that the cubic content existing when it became nonconforming shall not be increased.
- B. If a nonconforming structure or portion of a structure containing a nonconforming use becomes physically unsafe or unlawful due to lack of repairs and maintenance, and is declared by any duly authorized official to be unsafe or unlawful by reason of physical condition, it shall not thereafter be restored, repaired or rebuilt except in conformity with the regulations of the district in which it is located.
- C. Nothing in this section shall be deemed to prevent the strengthening or restoring to a safe condition of any building or part thereof declared to be unsafe by any official charged with protecting the public safety, upon order of such official.

No recommended revisions for this section.