

**REGULAR MEETING
DESTIN CITY COUNCIL
APRIL 18, 2022
ANNEX COUNCIL CHAMBERS
6:00 PM**

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

CALL TO ORDER

*** INVOCATION**

PLEDGE OF ALLEGIANCE

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

1. PROCLAMATIONS / RECOGNITIONS / SPECIAL / **PUBLIC PRESENTATIONS / ANNOUNCEMENTS

A. Destin Elementary Archery Team Places First in The National Archery Competition, Sponsored by The Fish and Wildlife Commission of Florida.

2. PUBLIC COMMENTS (Section 5 - Public Hearings has separate public comments time for these items) (Note: Individual speakers will be limited to 3 minutes. At the discretion of the mayor, this 3 minute allowance may be adjusted depending on the level of business coming before the City Council)

3. * CONSENT AGENDA**

- A. Operations Financial Report
- B. Capital Project Status
- C. Floodplain Management Program - Annual Report
- D. Proposed Single-Family Residential Marine Construction - 4049 Indian Bayou N Road
- E. Proposed Bert Harris Settlement Agreement for 70 Pompano
- F. Approval of minutes of March 21, 2022 Regular City Council Meeting
- G. Approval of minutes of April 4, 2022 City Council Executive Session
- H. Approval of minutes of April 4, 2022 Regular City Council Meeting
- I. Minutes of Board & Committees

4. CITY MANAGER REPORTS

- A. Quarterly Investment Report
- B. FY23 Budget Calendar
- C. Facilities Condition Assessment for Capital Improvement Planning, authorization to execute a contract
- D. Announcements

5. PUBLIC HEARINGS

- A. Proposed Conditional Use 21-40-CU Destin Smoke Shop, and "Other Miscellaneous Store Retailers" uses in the City of Destin Land Development Code.
- B. Major Development Order 21-21-SP - Gregory Uzdevenes, on behalf of William N. Martin, is requesting approval for a Major Development Order. The project is located at 90 Sibert Avenue (Parcel ID: 00-2S-22-0310-000A-073E), with the property totaling approximately 0.43 acres. The applicant is proposing to construct a two-story parking structure to serve the McGuire's restaurant, as well as the Harborview Shopping Center.
- C. First reading of Ordinance 22-06-LC, changing the list of permitted uses in the Industrial Zoning District to allow one Custodian or Night Watchman residence per Industrial Site; Amending Table 7-2 "Table of Allowable Uses"
- D. First reading of Ordinance 22-07-LC - Providing for amendments to Article 7 of the Land Development Code to provide minimum requirements for non-residential components in the Town Center Mixed Use zoning district

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

- A. Councilmember Braden
- B. Councilmember Wagner
 - 1. Emerald Coast Regional Council (ECRC) - Appointment as Primary Council Representative
- C. Councilmember Destin
- D. Councilmember Bagby
- E. Councilmember Hebert
- F. Councilmember King
- G. Councilmember Schmidt
 - 1. Towing Resolution
 - 2. Beach boardwalk safety boards
- H. Mayor Gary Jarvis
- I. Land Use Attorney
- J. City Attorney

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

8. ADJOURN

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

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

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

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

Persons with disabilities who require assistance to participate in City meetings are requested to notify the City Clerk's Office at (850) 837-4242 in advance. Hearing Impaired: TTY: 711. Assistance also available through Human Resources, Title VI Coordinator, at (850) 837-4242. Personas con discapacidades que necesitan asistencia o personas que necesitan ayuda con un idioma para participar en las reuniones de la ciudad, deberán notificar la oficina de la Secretaria Municipal al (850) 837-4242 antes de la reunión. Discapacidad auditiva: TTY: 711 (Solicitar Espanol CA). La ayuda tambien está disponible por Recursos Humanos, Coordinador del Título VI, al (850) 837-4242.

All regularly scheduled city council meetings will be streamed live via the city's YouTube channel, www.youtube.com/CityofDestin. Past council meetings can also be viewed here. Please visit our agenda center on the city website at www.cityofdestin.com/agendas.

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: April 18, 2022
TYPE OF AGENDA ITEM: Presentation
AGENDA OUTLINE NUMBER: 1.A.

TO: City Council

THRU: Lance Johnson, City Manager

FROM: Lisa Firth, Parks & Rec Director

DATE:

SUBJECT: Destin Elementary Archery Team Places First in The National Archery Competition, Sponsored by The Fish and Wildlife Commission of Florida.

I. BACKGROUND: Presentation from the Mayor and City Council to the First Archery Team in the History of Destin Elementary. The Archery Team placed First in the National Archery Competition Sponsored by the Fish and Wildlife Commission of Florida.

II. DISCUSSION:

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

III. CONCLUSION:

IV. RECOMMENDED MOTION:

Attachments:

None

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: April 18, 2022

TYPE OF AGENDA ITEM: City Manager Report

AGENDA OUTLINE NUMBER: 3.A.

TO: City Council

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

FROM: Krystal Strickland, Finance Director

DATE: April 8, 2022

SUBJECT: Operations Financial Report

I. BACKGROUND: This item is informational only.

II. DISCUSSION: Year-to-date budget versus actuals for the General Fund and the two CRAs shall be provided to Council within forty-five days of the month end. Governmental funds are accounted for on a modified accrual basis.

Highlights as of 02/28/2022:

- *We are 41% of the way through the fiscal year
- * 94% of Ad Valorem Taxes have been received/recorded
- * We have expended approximately 34% of Operating budget
- * We have expended approximately 23% of Capital Outlay budget
- *Current net change in total fund balance is a year-to-date increase of \$7.1 million

Details for all funds are on file with the Finance Department, and are available upon request.

A. Link to Strategic Goals / Objectives: Goal #1: Financially sound city providing service excellence

B. Effect on Budget (EOB):

C. Level of Service (LOS):

III. CONCLUSION:

IV. RECOMMENDED MOTION:

Attachments:

1. 2022 0228 YTD Budget Vs Actuals

City of Destin, Florida

Balance Sheet - Governmental Funds

	01, 700	102	110	111	122, 125, 129	209, 213, 214, 221	300, 305, 315	
Period ended February 28,								2022
	General Fund	1998-2028 or to 2037 Town Center CRA	2003-2043 Harbor CRA	Florida Building Code Fund	Other Special Revenue Funds	Debt Service Funds	Capital Project Funds	Total Governmental Funds
Assets								
Cash and cash equivalents	\$ 13,886,525	\$ 1,261,960	\$ -	\$ -	\$ 4,221,371	\$ -	\$ 2,380,526	\$ 21,750,381
Investments	14,306,683	-	-	-	-	-	-	14,306,683
Due from other funds	265,319	-	-	-	-	-	186,233	451,552
Due from other governments	136,788	-	-	-	-	-	176,138	312,926
Advance to other funds	2,448,824	-	-	-	-	-	-	2,448,824
Accounts receivable - other	28,353	-	-	-	-	-	-	28,353
Prepaid expenditures	-	-	-	-	-	-	-	-
Restricted cash and cash equivalents	-	-	773,005	340,830	-	653,404	3,938,357	5,705,596
Total assets	\$ 31,072,492	\$ 1,261,960	\$ 773,005	\$ 340,830	\$ 4,221,371	\$ 653,404	\$ 6,681,253	\$ 45,004,315
Liabilities, deferred inflows of resources and fund balances								
Liabilities:								
Accounts payable	186,550	6,759	2,914	8,310	7,800	-	128,631	340,963
Accrued payroll	23,094	-	-	-	-	-	-	23,094
Due to other funds	186,233	-	-	6,047	-	1,363	257,908	451,552
Advance from other funds	-	2,448,824	-	-	-	-	-	2,448,824
Total liabilities	395,877	2,455,583	2,914	14,357	7,800	1,363	386,539	3,264,433
Deferred inflows of resources								
Deferred revenue	262,290	-	-	-	-	-	790,549	1,052,839
Total deferred inflows of resources	262,290	-	-	-	-	-	790,549	1,052,839
Fund balances:								
Nonspendable	2,561,840	-	-	-	-	-	-	2,561,840
Restricted	-	-	766,237	321,860	-	652,040	1,829,671	3,569,809
Committed	10,084,733	-	-	-	4,155,402	-	1,276,910	15,517,045
Assigned	1,737,850	6,938	3,854	4,613	58,169	-	2,397,585	4,209,009
Unassigned	16,029,901	(1,200,561)	-	-	-	-	-	14,829,340
Total fund balances (deficit)	30,414,325	(1,193,623)	770,092	326,474	4,213,571	652,040	5,504,166	40,687,043
Total liabilities, deferred inflows of resources and fund balances	\$ 31,072,492	\$ 1,261,960	\$ 773,005	\$ 340,830	\$ 4,221,371	\$ 653,404	\$ 6,681,253	\$ 45,004,315

Nonspendable = Long-term advance to TownCenter CRA \$2,448,823.50 (in 01 fund) plus prepaid expenses

Restricted = Interlocal Agreements, State and Local Regulations (Harbor CRA 110, Florida Building Code Fund 111, Impact Fees 315), Bond covenants (2013, 2014, 2021 Debt Service Funds), Grant Agreements (305)

Committed = Council resolutions, motions, includes fund balance resolution for 1 yr debt service (\$2.7m) + 3 mos emergency ops x 2 (\$6.7m), Tech Fund balance (125), Oka Half Penny fund balance (129)

Assigned = Contracts, purchase orders, unofficial RR fund (300)

Unassigned = Funds with a negative balance (TC CRA 102), net assets not otherwise categorized.

CITY OF DESTIN - MONTHLY FINANCIAL REPORT

Actuals 10/01/2021 - 02/28/2022

SUMMARY ALL FUNDS	FY2022				
	BUDGET*	YTD Actuals	ENCUMBRANC ES	PROJECTION	AVAILABLE BUDGET
Ad Valorem Taxes	\$ 9,333,671	\$ 8,771,915		\$ 9,450,097	\$ 561,756
Tax Increment Financing (TIF)	1,310,929	1,313,239		1,313,239	(2,310)
Delinquent Ad Valorem Taxes	5,000	111		3,028	4,889
Sales and Use Taxes	3,230,855	1,366,243		3,208,848	1,864,612
Licenses and Permits	3,463,479	1,692,009		4,536,872	1,771,470
Impact Fees	115,500	4,200		71,575	111,300
Intergovernmental	10,059,280	1,205,565		5,557,970	8,853,714
Charges for services	749,898	244,420		900,431	505,478
Fines and Forfeitures	59,957	15,020		75,768	44,937
Investment Income	60,120	(332,477)		(285,481)	392,597
Contributions	2,500	5,215		5,215	(2,715)
Miscellaneous income	2,701	18,277		18,790	(15,576)
TOTAL REVENUES	28,393,890	14,303,737	-	24,856,351	14,090,152
General Government	4,350,974	1,466,698	403,976	4,077,609	2,480,299
Public Safety	4,527,264	1,612,181	1,260,283	4,068,148	1,654,801
Physical Environment	198,821	71,601	4,514	195,018	122,706
Transportation	1,937,012	619,705	17,268	1,865,873	1,300,039
Economic Environment	321,636	57,268	10,792	285,477	253,576
Health & Human Services	101,254	18,480	30,650	50,180	52,124
Culture and Recreation	3,718,780	1,267,626	78,225	3,502,842	2,372,929
Capital Outlay	16,247,905	1,262,057	2,458,239	8,289,925	12,527,609
Debt Service	2,669,656	825,583	-	2,677,156	1,844,073
TOTAL EXPENDITURES	34,073,302	7,201,198	4,263,947	25,012,227	22,608,157
Excess (deficiency) of revenues over expenditures	(5,679,412)	7,102,540		(155,876)	
Proceeds from issuance of debt	-	-		-	-
Transfers In	6,162,075	2,755,980		5,969,337	3,406,095
Transfers Out	(6,162,075)	(2,687,392)		(5,900,748)	(3,474,683)
Total other financing sources (uses)	0	68,589	-	68,589	(68,588)
Net change in fund balances	(5,679,412)	7,171,128		(87,287)	
Fund Balance, Beginning	33,515,915	33,515,915		33,515,915	
Fund Balance, Ending	27,836,503	40,687,043		33,428,627	

** FY2022 BUDGET is the Adopted Budget plus prior year encumbrances rolled forward*

CITY OF DESTIN - MONTHLY FINANCIAL REPORT

Actuals 10/01/2021 - 02/28/2022

	FY2022	FY2022	FY2022	FY2022	FY2022
	BUDGET*	YTD Actuals	ENCUMBRANC	PROJECTION	AVAILABLE
01 GENERAL FUND			ES		BUDGET
01-31 Ad Valorem Taxes	8,574,910	8,013,154		8,691,336	561,756
01-31 Delinquent Ad Valorem Taxes	5,000	111		3,028	4,889
01-31 Sales and Use Taxes	1,608,694	683,975		1,607,195	924,719
01-32 Licenses and Permits	2,826,871	1,175,148		2,977,391	1,651,723
01-32 Impact Fees	-	-		-	-
01-33 Intergovernmental	2,763,870	1,029,428		2,846,784	1,734,442
01-34 Charges for Services	331,398	187,918		456,448	143,480
01-35 Fines and Forfeitures	59,957	15,020		75,768	44,937
01-36 Investment Income	58,084	(337,536)		(291,810)	395,620
01-36 Contributions	2,500	5,215		5,215	(2,715)
01-36 Miscellaneous Revenue	2,201	18,277		18,499	(16,076)
TOTAL REVENUES	16,233,485	10,790,710	-	16,389,854	5,442,775
01-51 General Government	4,350,974	1,466,698	403,976	4,077,609	2,480,299
01-52 Public Safety	3,247,402	1,258,343	1,233,329	2,987,327	755,730
01-53 Physical Environment	198,821	71,601	4,514	195,018	122,706
01-54 Transportation	1,849,512	605,237	17,268	1,787,192	1,227,007
01-55 Economic Environment	14,200	7,226	-	7,226	6,974
01-56 Health & Human Services	101,254	18,480	30,650	50,180	52,124
01-57 Culture and Recreation	3,718,780	1,267,626	78,225	3,502,842	2,372,929
01-59 Capital Outlay	109,250	14,574	-	99,404	94,676
01-59 Debt Service Principal	78,405	55,968	-	83,310	22,437
01-59 Debt Service Interest	2,511	1,866	-	5,106	645
TOTAL EXPENDITURES	13,671,109	4,767,619	1,767,963	12,795,213	7,135,527
Excess (deficiency) of revenues over expenditures	2,562,376	6,023,091		3,594,641	
01-38 Proceeds from Issuance of Debt	-	-		-	-
01-38 Transfers In	-	68,589		68,589	(68,589)
01-58 Transfers Out	(4,533,306)	(1,996,790)		(4,239,385)	(2,536,516)
Total other financing sources (uses)	(4,533,306)	(1,928,201)		(4,170,796)	(2,605,105)
01 Net change in fund balances	(1,970,930)	4,094,890		(576,155)	
01 Fund Balance (deficit), Beginning	26,319,435	26,319,435		26,319,435	
01 Fund Balance (deficit), Ending	24,348,505	30,414,325		25,743,280	

** FY2022 BUDGET is the Adopted Budget plus prior year encumbrances rolled forward*

CITY OF DESTIN - MONTHLY FINANCIAL REPORT

Actuals 10/01/2021 - 02/28/2022

102 TOWN CENTER CRA 1998-2028 OR until Debt Paid 2037 (RESTRICTED; ECON DEV)	FY2022 BUDGET*	FY2022 YTD Actuals	FY2022 ENCUMBRANC ES	FY2022 PROJECTION	FY2022 AVAILABLE BUDGET
102-31 County TIF	954,620	957,717		957,717	(3,097)
102-31 City TIF (Ad Valorem)	402,452	402,452		402,452	-
102-36 Investment Income	1,301	268		1,108	1,033
TOTAL REVENUES	1,358,373	1,360,437		1,361,277	(2,064)
102-55 Economic Environment	151,257	32,909	6,938	144,909	111,411
102-59 Capital Outlay	-	-	-	-	-
TOTAL EXPENDITURES	151,257	32,909	6,938	144,909	111,411
Excess (deficiency) of revenues over expenditures	1,207,116	1,327,528		1,216,368	
102-38 Transfers In	-	-		-	-
102-58 Transfers Out	(731,418)	(304,758)		(731,489)	(426,660)
Total other financing sources (uses)	(731,418)	(304,758)		(731,489)	(426,660)
102 Net change in fund balances	475,698	1,022,771		484,879	
102 Fund Balance (deficit), Beginning	(2,216,394)	(2,216,394)		(2,216,394)	
102 Fund Balance (deficit), Ending	(1,740,696)	(1,193,623)		(1,731,515)	

**FY2022 BUDGET is the Adopted Budget plus prior year encumbrances rolled forward*

110 HARBOR CRA 2003-2043 (RESTRICTED; ECON DEV)	FY2022 BUDGET*	FY2022 YTD Actuals	FY2022 ENCUMBRANC ES	FY2022 PROJECTION	FY2022 AVAILABLE BUDGET
110-31 County TIF	356,309	355,522		355,522	787
110-31 City TIF (Ad Valorem)	356,309	356,309		356,309	-
110-36 Investment Income	300	206		381	94
TOTAL REVENUES	712,918	712,037		712,212	881
110-55 Economic Environment	156,179	17,133	3,854	133,342	135,191
110-59 Capital Outlay	-	-	-	-	-
TOTAL EXPENDITURES	156,179	17,133	3,854	133,342	135,191
Excess (deficiency) of revenues over expenditures	556,739	694,903		578,870	
110-38 Transfers In	-	-		-	-
110-58 Transfers Out	(481,057)	(201,055)		(481,057)	(280,002)
Total other financing sources (uses)	(481,057)	(201,055)		(481,057)	(280,002)
110 Net change in fund balances	75,682	493,848		97,812	
110 Fund Balance (deficit), Beginning	276,243	276,243		276,243	
110 Fund Balance (deficit), Ending	351,925	770,092		374,056	

**FY2022 BUDGET is the Adopted Budget plus prior year encumbrances rolled forward*

CITY OF DESTIN - MONTHLY FINANCIAL REPORT

Actuals 10/01/2021 - 02/28/2022

111 FLORIDA BUILDING CODE FUND (RESTRICTED; PUBLIC SAFETY)	FY2022 BUDGET*	FY2022 YTD Actuals	FY2022 ENCUMBRANC ES	FY2022 PROJECTION	FY2022 AVAILABLE BUDGET
111-32 Licenses and Permits	636,608	374,264		961,884	262,344
111-36 Investment Income	60	-		35	60
TOTAL REVENUES	636,668	374,264		961,919	262,404
111-52 Public Safety	1,152,362	321,318	4,613	972,836	826,431
111-59 Capital Outlay	-	-	-	-	-
TOTAL EXPENDITURES	1,152,362	321,318	4,613	972,836	826,431
Excess (deficiency) of revenues over expenditures	(515,694)	52,946		(10,916)	
111-38 Transfers In	328,507	-		-	328,507
111-58 Transfers Out	(63,210)	(37,222)		(95,733)	(25,988)
Total other financing sources (uses)	265,297	(37,222)		(95,733)	302,519
111 Net change in fund balances	(250,397)	15,724		(106,649)	
111 Fund Balance (deficit), Beginning	310,750	310,750		310,750	
111 Fund Balance (deficit), Ending	60,353	326,474		204,101	

*FY2022 BUDGET is the Adopted Budget plus prior year encumbrances rolled forward

CITY OF DESTIN - MONTHLY FINANCIAL REPORT

Actuals 10/01/2021 - 02/28/2022

122 PARKING FUND (IN GF; TRANSPORTATION)	FY2022 BUDGET*	FY2022 YTD Actuals	FY2022 ENCUMBRANC ES	FY2022 PROJECTION	FY2022 AVAILABLE BUDGET
122-34 Charges for Services	418,500	56,502		443,983	361,998
122-36 Investment Income	25	-		15	25
TOTAL REVENUES	418,525	56,502		443,997	362,023
122-54 Transportation	87,500	14,468	-	78,681	73,032
122-59 Capital Outlay	126,000	-	-	73,500	126,000
TOTAL EXPENDITURES	213,500	14,468	-	152,181	199,032
Excess (deficiency) of revenues over expenditures	205,025	42,035		291,816	162,990
122-38 Transfers In	-	-		-	-
122-58 Transfers Out	-	-		-	-
Total other financing sources (uses)	-	-		-	-
122 Net change in fund balances	205,025	42,035		291,816	
122 Fund Balance (deficit), Beginning	-	-		-	
122 Fund Balance (deficit), Ending	205,025	42,035		291,816	

*FY2022 BUDGET is the Adopted Budget plus prior year encumbrances rolled forward

125 TECH FUND (COMMITTED; IN GF; PUBLIC SAFETY)	FY2022 BUDGET*	FY2022 YTD Actuals	FY2022 ENCUMBRANC ES	FY2022 PROJECTION	FY2022 AVAILABLE BUDGET
125-36 Investment Income	-	98		98	(98)
TOTAL REVENUES	-	98		98	(98)
125-52 Public Safety	127,500	32,520	22,340	107,985	72,640
125-59 Capital Outlay	-	-	-	-	-
TOTAL EXPENDITURES	127,500	32,520	22,340	107,985	72,640
Excess (deficiency) of revenues over expenditures	(127,500)	(32,422)		(107,887)	
125-38 Transfers In	139,982	69,512		184,110	70,470
125-58 Transfers Out	-	-		-	-
Total other financing sources (uses)	139,982	69,512		184,110	70,470
125 Net change in fund balances	12,482	37,089		76,223	
125 Fund Balance (deficit), Beginning	201,406	201,406		201,406	
125 Fund Balance (deficit), Ending	213,888	238,496		277,629	

*FY2022 BUDGET is the Adopted Budget plus prior year encumbrances rolled forward

CITY OF DESTIN - MONTHLY FINANCIAL REPORT

Actuals 10/01/2021 - 02/28/2022

129 OKA 1/2 PENNY 01/01/2019-12/31/2029 (COMMITTED; IN GF; CAPITAL OUTLAYS)	FY2022 BUDGET*	FY2022 YTD Actuals	FY2022 ENCUMBRANC ES	FY2022 PROJECTION	FY2022 AVAILABLE BUDGET
129-31 Sales and Use Taxes	1,390,761	574,255		1,358,657	816,506
129-36 Investment Income	150	1,729		1,816	(1,579)
TOTAL REVENUES	1,390,911	575,984		1,360,473	814,927
129-59 Capital Outlay	3,324,756	74,837	55,829	988,084	3,194,090
TOTAL EXPENDITURES	3,324,756	74,837	55,829	988,084	3,194,090
Excess (deficiency) of revenues over expenditures	(1,933,845)	501,146		372,389	
129-38 Transfers In	-	(0)		(0)	0
129-58 Transfers Out	(353,084)	(147,567)		(353,084)	(205,517)
Total other financing sources (uses)	(353,084)	(147,567)		(353,085)	(205,517)
129 Net change in fund balances	(2,286,929)	353,579		19,304	
129 Fund Balance (deficit), Beginning	3,579,462	3,579,462		3,579,462	
129 Fund Balance (deficit), Ending	1,292,532	3,933,041		3,598,766	

*FY2022 BUDGET is the Adopted Budget plus prior year encumbrances rolled forward

213 DEBT SERVICE 2013 NOTE (RESTRICTED; DEBT SERVICE)	FY2022 BUDGET*	FY2022 YTD Actuals	FY2022 ENCUMBRANC ES	FY2022 PROJECTION	FY2022 AVAILABLE BUDGET
213-36 Investment Income	100	102		161	(2)
TOTAL REVENUES	100	102		161	(2)
213-59 Debt Service Principal	412,531	-	-	412,531	412,531
213-59 Debt Service Interest	142,713	71,357	-	142,713	71,357
TOTAL EXPENDITURES	555,245	71,357	-	555,245	483,888
Excess (deficiency) of revenues over expenditures	(555,145)	(71,254)		(555,084)	
213-38 Transfers In	555,245	231,352		555,245	323,893
213-58 Transfers Out	-	-		-	-
Total other financing sources (uses)	555,245	231,352		555,245	323,893
213 Net change in fund balances	100	160,098		161	
213 Fund Balance (deficit), Beginning	93,097	93,097		93,097	
213 Fund Balance (deficit), Ending	93,197	253,195		93,258	

CITY OF DESTIN - MONTHLY FINANCIAL REPORT

Actuals 10/01/2021 - 02/28/2022

214 DEBT SERVICE 2014 NOTE (RESTRICTED; DEBT SERVICE)	FY2022 BUDGET*	FY2022 YTD Actuals	FY2022 ENCUMBRANC ES	FY2022 PROJECTION	FY2022 AVAILABLE BUDGET
214-36 Investment Income	100	159		217	(59)
TOTAL REVENUES	100	159		217	(59)
214-59 Debt Service Principal	427,021	-	-	427,021	427,021
214-59 Debt Service Interest	304,397	152,199	-	304,397	152,199
TOTAL EXPENDITURES	731,418	152,199	-	731,418	579,220
Excess (deficiency) of revenues over expenditures	(731,318)	(152,040)		(731,201)	
214-38 Transfers In	731,418	304,758		731,489	426,660
214-58 Transfers Out	-	-		-	-
Total other financing sources (uses)	731,418	304,758		731,489	426,660
214 Net change in fund balances	100	152,718		288	
214 Fund Balance (deficit), Beginning	245,566	245,566		245,566	
214 Fund Balance (deficit), Ending	245,666	398,283		245,853	

221 DEBT SERVICE 2021 NOTE (RESTRICTED; DEBT SERVICE)	FY2022 BUDGET*	FY2022 YTD Actuals	FY2022 ENCUMBRANC ES	FY2022 PROJECTION	FY2022 AVAILABLE BUDGET
221-36 Investment Income	-	25		25	(25)
TOTAL REVENUES	-	25		25	(25)
221-59 Debt Service Principal	1,200,000	500,000	-	1,200,000	700,000
221-59 Debt Service Interest	102,077	44,193	-	102,077	57,884
221-51 General Government	-	-	-	-	-
TOTAL EXPENDITURES	1,302,077	544,193	-	1,302,077	757,884
Excess (deficiency) of revenues over expenditures	(1,302,077)	(544,168)		(1,302,052)	
221-38 Transfers In	1,302,077	544,193		1,302,077	757,884
221-58 Transfers Out	-	-		-	-
221-38 Proceeds from issuance of debt	-	-		-	-
Total other financing sources (uses)	1,302,077	544,193		1,302,077	757,884
221 Net change in fund balances	-	25		25	
221 Fund Balance (deficit), Beginning	538	538		538	
221 Fund Balance (deficit), Ending	538	563		563	

CITY OF DESTIN - MONTHLY FINANCIAL REPORT

Actuals 10/01/2021 - 02/28/2022

300 RENEWAL AND REPLACEMENT FUND (IN GF; CAPITAL OUTLAYS)	FY2022 BUDGET*	FY2022 YTD Actuals	FY2022 ENCUMBRANC ES	FY2022 PROJECTION	FY2022 AVAILABLE BUDGET
300-36 Investment Income	-	901		901	(901)
TOTAL REVENUES	-	901		901	(901)
300-59 Capital Outlay	2,784,199	305,334	993,169	1,298,503	1,485,696
TOTAL EXPENDITURES	2,784,199	305,334	993,169	1,298,503	1,485,696
Excess (deficiency) of revenues over expenditures	(2,784,199)	(304,433)		(1,297,602)	
300-38 Transfers In	1,410,814	1,136,728		1,434,703	274,086
300-58 Transfers Out	-	-		-	-
Total other financing sources (uses)	1,410,814	1,136,728		1,434,703	274,086
300 Net change in fund balances	(1,373,385)	832,294		137,100	
300 Fund Balance (deficit), Beginning	1,402,960	1,402,960		1,402,960	
300 Fund Balance (deficit), Ending	29,575	2,235,254		1,540,060	

*FY2022 BUDGET is the Adopted Budget plus prior year encumbrances rolled forward

305 GRANT AND GF CAPITAL PROJECT FUND (IN GF; CAPITAL OUTLAYS)	FY2022 BUDGET*	FY2022 YTD Actuals	FY2022 ENCUMBRANC ES	FY2022 PROJECTION	FY2022 AVAILABLE BUDGET
305-33 Intergovernmental	7,295,410	176,138		2,711,186	7,119,272
TOTAL REVENUES	7,295,410	176,138		2,711,186	7,119,272
305-59 Capital Outlay	8,477,576	713,120	1,017,802	4,404,310	6,746,654
TOTAL EXPENDITURES	8,477,576	713,120	1,017,802	4,404,310	6,746,654
Excess (deficiency) of revenues over expenditures	(1,182,167)	(536,983)		(1,693,125)	
305-38 Transfers In	1,694,032	400,850		1,693,125	1,293,182
305-58 Transfers Out	-	-		-	-
Total other financing sources (uses)	1,694,032	400,850		1,693,125	1,293,182
305 Net change in fund balances	511,866	(136,133)		0	
305 Fund Balance (deficit), Beginning	(1)	(1)		(1)	
305 Fund Balance (deficit), Ending	511,865	(136,133)		(0)	

*FY2022 BUDGET is the Adopted Budget plus prior year encumbrances rolled forward

CITY OF DESTIN - MONTHLY FINANCIAL REPORT

Actuals 10/01/2021 - 02/28/2022

315 IMPACT AND OTHER RESTRICTED FUND (RESTRICTED IN GF; CAPITAL OUTLAYS)	FY2022 BUDGET*	FY2022 YTD Actuals	FY2022 ENCUMBRANC ES	FY2022 PROJECTION	FY2022 AVAILABLE BUDGET
315-32 Impact Fees	115,500	4,200		71,575	111,300
315-32 Licenses and Permits	-	142,597		597,597	(142,597)
315-31 Sales and Use Taxes	231,400	108,013		242,996	123,387
315-36 Investment Income	-	1,572		1,572	(1,572)
315-36 Miscellaneous Revenue	500	-		292	500
TOTAL REVENUES	347,400	256,382		914,032	91,018
315-59 Capital Outlay	1,426,123	154,191	391,438	1,426,123	880,494
TOTAL EXPENDITURES	1,426,123	154,191	391,438	1,426,123	880,494
Excess (deficiency) of revenues over expenditures	(1,078,723)	102,191		(512,091)	
315-38 Transfers In	-	(0)		(0)	0
315-58 Transfers Out	-	-		-	-
Total other financing sources (uses)	-	(0)		(0)	0
315 Net change in fund balances	(1,078,723)	102,191		(512,091)	
315 Fund Balance (deficit), Beginning	3,302,853	3,302,853		3,302,853	
315 Fund Balance (deficit), Ending	2,224,130	3,405,044		2,790,762	

**FY2022 BUDGET is the Adopted Budget plus prior year encumbrances rolled forward*

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: April 18, 2022
TYPE OF AGENDA ITEM: City Manager Report
AGENDA OUTLINE NUMBER: 3.B.

TO: City Council

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

FROM: Krystal Strickland, Finance Director

DATE: April 12, 2022

SUBJECT: Capital Project Status

I. BACKGROUND: Informational Item Only

II. DISCUSSION: Please find attached a summary of the current capital improvement projects, showing status and Year-to-Date expenditures and encumbrances.

A. Link to Strategic Goals / Objectives: Financially sound City providing Service Excellence

B. Effect on Budget (EOB):

C. Level of Service (LOS):

III. CONCLUSION:

IV. RECOMMENDED MOTION: Not applicable. Informational only.

Attachments:

1. Mar 2022 Capital Projects

CITY OF DESTIN CAPITAL IMPROVEMENT PLAN - Monthly Status Report

COUNCIL/ MGMT OBJECTIVE	October 1, 2021 - March 31, 2022		FY2022 Budget*	YTD Actuals	YTD Encumbrances	FY2022 Available Budget	Status	Notes
PRIORITY	Citizen/Council Directed							
1.2	EN615	Cross-Town Connector	\$ 2,963,036	\$ 114,534	\$ 537,509	\$ 2,310,993	Ongoing	Atkins working on design and ROW acquisitions
1.3, 2.2	CM001	Beach Acquisition	4,478,269	-	39,701	4,438,569	Ongoing	TDC working on beach park design. TPL working towards 3rd parcel acquisition.
1.6	EVENT	Multi-Use Convention/Sports/Comm Ctr	-	-	-	-		
1.4, 2.3	UNDER	Undergrounding	608,629	103,700	255,213	249,716	Ongoing	Electric Franchise agreement increment for undergrounding is signed. Utility Consultants of Florida working on opinion of probable cost, phase maps, and gulf power input.
1.8	TR621	Transit Trolley	25,000	-	-	25,000		
1.9	MARIN	City Marina	75,000	-	-	75,000		
1.7	ANNEX	Annexation Study	10,000	-	-	10,000		
	Renewal & Replacement							
3.2	RR051	General Government	204,752	17,591	-	187,162		
3.2	RR052	Public Safety	217,044	(580)	-	217,624		YTD is negative because prior year insurance claim is higher than current YTD actual expenditures
3.2	RR053	Physical Environment (Stormwater, Cemetery)	295,868	231,600	69,048	(4,780)		Harbor Pump has been rebuilt and re-installed. Waiting on VFD (March 2022).
1.10, 3.2, 3.7	RR054	Roads, Sidewalks, Street Lighting (Gas Tax 1)	957,727	18,241	458,899	480,587		Benning Drive Striping approved to start soon
3.2	RR057	Parks and Recreation	681,765	20,553	76,159	585,052		
3.2	RRVEH	Vehicles	523,044	62,079	356,381	104,584		All FY21 vehicles have been received. FY22: ordered: F150 for Code Compliance, JD 410L Loader & JD Utility Tractor
	Growth Necessitated & Comp Plan							
	LB002	Library Impact Fee Projects	24,000	-	-	24,000		
4.10	NORG1	Norriego Point Road	380,000	8,181	51,819	320,000		Council-approved development order. Jenkins (engineer) is working on parking and road design. A construction road should be in place by Spring 2022.
	RC004	Park Impact Fee Projects	-	-	-	-		
4.14	SW54	Stormwater Improvements	60,000	-	-	60,000		
1.5, 4.8	TR618	Zerbe-Calhoun Pedestrian Pathway (under the Marler Bridge)	155,932	6,361	149,571	-		Baskerville-Donovan engineering firm presented 60% design. FDOT is not supporting pathway development under the Marler Bridge due to bridge renovation plans and location of critical utility lines. Consider refocus to Stahlman.
1.10	TR619	Sibert-Zerbe Parking Lot Consolidation	150,000	-	-	150,000		
3.9	TR620	ADA Transition - Pedestrian Facilities	142,000	7,876	133,164	960		Kickoff meeting held. Project underway.
1.10	TR622	General Parking Improvements (FY22 kiosk)	30,000	-	-	30,000		
	Other Capital Projects							

	CE001	Code Compliance Vessel	41,000	-	-	41,000		Sheriff's office donated a vessel. Code Compliance team updating equipment needs list for potential budget transfer.
3.3, 4.7	CRH63	Captain Royal Melvin Heritage Park and Plaza (RESTORE)	921,344	443,413	339,768	138,164	Ongoing	Should be substantially complete by mid March 2022.
3.5	CRH64	Harbor CRA Wayfinding Plan Signage	-	-	-	-		See 2023 budget.
4.2	CRH65	Harbor Capacity Study	250,000	250,000	-	-		March 15 Army Corps will present their progress at Harbor Capacity Steering Committee meeting. Contractor procurement is underway for ground surveys and aerial imagery.
4.15	CRT17	Town Center CRA Easement Trail/Linear Park	-	-	-	-		Grant application for state appropriation in process.
3.5	CRT64	Town Center CRA Wayfinding Plan Signage	-	-	-	-		See 2023 budget.
3.5	TR64	General Wayfinding Plan Signage	100,000	-	-	100,000		Coordinating with TDC.
3.2	IT002	CD Tech Fund Hardware/Software Replacements	75,000	16,168	-	58,832		
	IT003	Other Hardware/Software Replacements	50,000	22,576	-	27,424		
	LB001	Library Tablet Station & Biblioteca RFID and Mobil Ap	27,704	19,246	1,833	6,626	Ongoing	Tablet station is open to public. RFID tagging is complete.
	NPDES	National Pollutant Discharge Elimination System (NPDES)	32,500	-	32,500	-		
	PW015	Vehicle WashDown Station	-	-	-	-		
	RC124	Morgan's Children's Park Playground Structure	51,745	-	-	51,745		
	RC125	Buck Destin Restrooms	135,000	-	-	135,000		
4.16	RC127	Pickleball Court	400,000	-	-	400,000		
	RC128	Morgan's Bathrooms/Storage/Fieldhouse	250,000	-	-	250,000		Staff is drafting a tentative layout for an engineering firm to start a design.
	RC129	World's Luckiest Fishing Pond at X-Town Park	-	-	-	-		
	RC130	Cultural Facilities Grant Bldg Improvements	-	-	-	-		
3.3, 4.11	RC216	Clement Taylor Park Renovations	764,918	-	-	764,918		Construction RFP to be drafted Spring 2022
	ARP	Infrastructure Project TBD	790,000	-	-	790,000		Options to be presented for dicussion March/April
	TRSAF	Intersection Safety	100,000	-	17,241	82,759		
	SW55	Mobile Pumps and Hoses (Flood Prevention)	96,619	83,718	-	12,901		Received (2) 6" pumps and hoses and (1) 4" pump
	SALLY	Hurricane Sally Repairs	58,951	57,234	2,457	(740)		Started Sept 2020
	SW53	Stormwater Master Plan	6,148	-	4,023	2,125		Started in 2018 Jenkins Engineering
	XMAS	Christmas Decorations (capital items)	68,160	69,846	-	(1,686)	Complete	
Total Funded Projects			\$ 16,201,155	\$ 1,552,338	\$ 2,525,283	\$ 12,123,534		

CITY OF DESTIN 5-YEAR CAPITAL IMPROVEMENT PLAN

COUNCIL/ MGMT OBJECTIVE			FY 2022	FY 2023	FY 2024	FY 2025	FY 2026	Total
PRIORITY	Citizen/Council Directed							
1.2	EN615	Cross-Town Connector	\$ 2,700,000	\$ -	\$ 1,650,000	\$ 1,650,000	\$ -	\$ 6,000,000
1.3, 2.2	CM001	Beach Acquisition	6,585,000	-	-	-	11,346,132	17,931,132
1.6	EVENT	Multi-Use Convention/Sports/Comm Ctr	75,000	-	-	-	-	75,000
1.4, 2.3	UNDER	Undergrounding	250,000	780,000	375,000	-	-	1,405,000
1.8	TR621	Transit Trolley	25,000	-	-	-	-	25,000
1.9	MARINA	City Marina	75,000	-	-	-	-	75,000
1.7	ANNEX	Annexation Study	10,000	-	-	-	-	10,000
	Renewal & Replacement							
3.2	RR051	General Government	195,000	22,500	51,500	28,500	142,500	440,000
3.2	RR052	Public Safety	217,044	259,544	132,544	128,044	239,500	976,678
3.2	RR053	Physical Environment (Stormwater, Cemetery)	26,307	26,307	26,307	26,307	26,307	131,533
1.10, 3.2, 3.7	RR054	Roads, Sidewalks, Street Lighting (Gas Tax 1)	1,018,000	1,011,667	1,031,667	1,011,667	1,011,667	5,084,667
3.2	RR057	Parks and Recreation	602,751	331,512	537,512	329,512	362,512	2,163,799
3.2	RRVEH	Vehicles	463,427	-	-	-	-	463,427
	Growth Necessitated & Comp Plan							
	LB002	Library Impact Fee Projects	24,000	10,000	120,000	-	-	154,000
4.10	NORG1	Norriego Point Road	350,000	-	-	-	-	350,000
	RC004	Park Impact Fee Projects	-	-	-	-	-	-
4.14	SW54	Stormwater Improvements	60,000	60,000	-	-	-	120,000
1.5, 4.8	TR618	Zerbe-Calhoun Pedestrian Pathway	-	-	-	-	-	-
1.10	TR619	Sibert-Zerbe Parking Lot Consolidation	150,000	-	-	-	-	150,000
3.9	TR620	ADA Transition - Pedestrian Facilities	142,000	-	-	-	-	142,000
1.10	TR622	General Parking Improvements (FY22 kiosk)	30,000	75,000	100,000	-	-	205,000
	Other Capital Projects							
	CE001	Code Compliance Vessel	41,000	-	-	-	-	41,000
3.3, 4.7	CRH63	Captain Royal Melvin Heritage Park and Plaza (F	706,530	-	-	-	-	706,530
3.5	CRH64	Harbor CRA Wayfinding Plan Signage	-	150,000	-	-	-	150,000
4.2	CRH65	Harbor Capacity Study	-	-	-	-	-	-
4.15	CRT17	Town Center CRA Easement Trail/Linear Park	-	270,000	50,000	1,000,000	-	1,320,000
3.5	CRT64	Town Center CRA Wayfinding Plan Signage	-	100,000	-	-	-	100,000
3.5	TR64	General Wayfinding Plan Signage	100,000	-	-	-	-	100,000
3.2	IT002	CD Tech Fund Hardware/Software Replacement	75,000	225,000	-	-	-	300,000
	IT003	Other Hardware/Software Replacements	50,000	-	-	100,000	-	150,000

	LB001	Library Tablet Station & Biblioteca RFID and Mo	57,904	-	-	-	-	57,904
	NPDES	National Pollutant Discharge Elimination System	32,500	32,500	32,500	32,500	32,500	162,500
	PW015	Vehicle WashDown Station	-	-	-	-	-	-
	RC124	Morgan's Children's Park Playground Structure	51,745	-	-	-	-	51,745
	RC125	Buck Destin Restrooms	135,000	-	-	-	-	135,000
4.16	RC127	Pickleball Court	400,000	-	-	-	-	400,000
	RC128	Morgan's Bathrooms/Storage/Fieldhouse	250,000	-	-	-	-	250,000
	RC129	World's Luckiest Fishing Pond at X-Town Park	-	-	-	-	-	-
	RC130	Cultural Facilities Grant Bldg Improvements	-	-	-	-	-	-
3.3, 4.11	RC216	Clement Taylor Park Renovations	764,918	-	-	-	-	764,918
	SW55	Mobile Pumps and Hoses (Flood Prevention)	-	-	-	-	-	-
	ARP	Infrastructure Project TBD	790,000	790,000	-	-	-	1,580,000
	TRSAF	Intersection Safety	100,000	-	-	-	-	100,000
Total Projects			\$ 16,553,126	\$ 4,144,030	\$ 4,107,030	\$ 4,306,530	\$ 13,161,117	\$ 42,271,832

Funding Sources			FY 2022	FY 2023	FY 2024	FY 2025	FY 2026	Total
TC CRA	10258500	TOWN CENTER CRA	\$ -	\$ 370,000	\$ 50,000	\$ 1,000,000	\$ -	\$ 1,420,000
Harbor CRA	11058500	HARBOR CRA	-	150,000	150,000	-	-	300,000
Parking Fund	12254500	PARKING FUND	126,000	95,667	120,667	20,667	20,667	383,667
Tech Fund	12552329	TECHNOLOGY FUND	-	-	-	-	-	-
Oka 1/2 Penny	12953831	OKA 1/2 STORMWATER	-	-	-	-	-	-
Oka 1/2 Penny	12953931	OKA 1/2 UNDERGROUNDING	250,000	780,000	225,000	-	-	1,255,000
Oka 1/2 Penny	12957231	OKA 1/2 BEACH ACQ	2,699,850	-	-	-	4,651,914	7,351,764
Gas Taxes	30054131	GAS TAX#1 RR ROADS	440,000	509,000	509,000	509,000	509,000	2,476,000
Half Cent	30058585	RR GENERAL	1,986,529	1,121,863	1,249,863	994,363	1,252,819	6,605,437
Grant	30553833	FL DEM STRMWTR GRANT	-	-	-	-	-	-
Grant	30554133	FDOT TRIP GRANT	2,700,000	-	-	-	-	2,700,000
Grant	30554137	OKA BOCC X-TOWN GRANT	-	-	1,650,000	1,650,000	-	3,300,000
Grant	30557133	LIBRARY/MUSEUM GRANTS	57,904	-	-	-	-	57,904
Grant	30557233	RESTORE PARK GRANT	1,286,448	-	-	-	-	1,286,448
Grant	30557237	TDC BEACH ACQ GRANT	3,885,150	-	-	-	6,694,218	10,579,368
General Fund	30558500	GENERAL FUND	1,205,700	225,000	-	100,000	-	1,530,700
Impact Fees	31552000	POLICE IMPACT FEES	11,300	-	-	-	-	11,300
Impact Fees	31553732	NPEB IMPACT FEES	36,500	32,500	32,500	32,500	32,500	166,500
Grant	31553833	STORMWATER	60,000	60,000	-	-	-	120,000
Gas Taxes	31554031	GAS TAX#2 COMP PLAN	150,000	-	-	-	-	150,000
Impact Fees	31554032	MULTI-MODAL IMPACT FEES	142,000	-	-	-	-	142,000

Impact Fees	31554132	ROAD IMPACT FEES	350,000	-	-	-	-	350,000
Impact Fees	31557132	LIBRARY IMPACT FEES	24,000	10,000	120,000	-	-	154,000
Impact Fees	31557232	PARK IMPACT FEES	325,000	-	-	-	-	325,000
Grant	31557236	MORGANS KID PARK GRANT	26,745	-	-	-	-	26,745
Grant	30555900	AMERICAN RESCUE PLAN	790,000	790,000	-	-	-	1,580,000
Total Sources			\$ 16,553,126	\$ 4,144,030	\$ 4,107,030	\$ 4,306,530	\$ 13,161,117	\$ 42,271,832

*30558500 GF CIP PROJECTS includes General Fund excess cash balances

		5-Year Capital Budget Amount
Council Objectives		
1.1	Offer livable wages & benefits to attract and maintain high caliber, quality staff	\$ 355,000
1.2	Complete two-lane Crosstown Connector	6,000,000
1.3	Public Beachfront acquisition initiative	17,931,132
1.4	Underground Utilities	1,405,000
1.5	Zerbe St/Calhoun Ave Phase II - Design pedestrian pathway under Marler Bridge	-
1.6	Research viability of Multi-use Convention/Sports/Community Center (phase 1 Feasibility study)	75,000
1.7	Annexation of unincorporated enclaves	10,000
1.8	Transit/Trolley system	25,000
1.9	City Marina (phase 1 Feasibility Study)	75,000
1.10	Improve parking	355,000
1.11	Beach re-nourishment, planning and scheduling	-
Management Objectives		
2.1-2.8	These are management-related, not capital project related	-
Management in Progress		
3.1	Memorialize institutional knowledge	-
3.2	Plan for renewal and replacement of city facilities and infrastructure	4,475,437
3.3	Monitor RESTORE Act grants	-
3.4	Implement enhanced signage control	-
3.5	Develop/implement wayfinding program	350,000
3.6	Update golf cart/low speed vehicle rules	-
3.7	Implement a roadway striping program	5,084,667
3.8	Provide training to Board and Committee members	-
3.9	Improve sidewalks (wider, more walkable)	142,000
3.10	Enforce residential boat and RV parking regulations	-
3.11	Monitor beach cleaning with Okaloosa County	-
3.12	Redevelopment (citywide)	-
3.13	Reestablish environmental committee	-
Major Projects		
4.1	Implement and manage COMPASS software	-
4.2	Harbor Capacity Study (USACE)	-
4.3	Land Development Code revision	-
4.4	Impact Fee Study	-
4.5	Building Permit Fee Study	-
4.6	Update BTR Fee Schedule and processes	-
4.7	Construction of Capt Royal Melvin Heritage Park	706,530
4.8	Zerbe St/Calhoun Ave Phase II - Design pedestrian pathway under Marler Bridge	-
4.9	Hwy 98 Median Improvement project (w/FDOT)	-
4.10	Norriego Point Recreation components (w/FDEP)	350,000

4.11	Renovate Clement Taylor Park	764,918
4.12	Redevelop Joe's Bayou Recreation Area (w/FDEP)	-
4.13	Continuity of streetlights/Conversion to LEDs	-
4.14	Implement prioritized stormwater improvements based on the Stormwater Master Plan	120,000
4.15	Design and construct Gulf Power Easement Trail/Linear Park	1,320,000
4.16	Design and construct pickleball courts	400,000
	TOTAL	<u>\$ 39,944,683</u>

TOTAL FY2022-2026 CAPITAL BUDGET	\$	42,271,832
% FOR COUNCIL OBJECTIVES		94%

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: April 18, 2022**TYPE OF AGENDA ITEM:** Consent Agenda**AGENDA OUTLINE NUMBER:** 3.C.**TO:** City Council**THRU:** Lance Johnson, City Manager
Webb Warren, Deputy City Manager
Louis Zunguze, Community Development Director**FROM:** Michael Burgess, Public Services Director**DATE:** 03/29/2022**SUBJECT:** Floodplain Management Program - Annual Report

I. BACKGROUND: As part of the City's participation in the Community Rating System, under Activity 510 (Floodplain Management Planning), a progress report is required. The City receives CRS credit for its participation in the creation, adoption, and implementation of Okaloosa County's Local Mitigation Strategy. The attached memo to Verisk (a FEMA contractor charged with the verification of CRS activities), attached as ATT1, serves as the City's update in satisfaction of the reporting requirement.

II. DISCUSSION: The annual report (as a memo to Verisk) on the City's Progress in implementing its portion of the the Okaloosa Local Mitigation Strategy (renewed in 2021) is provided as ATT1. Destin's portion of the County's Local Mitigation Strategy is included as ATT2.

A. Link to Strategic Goals / Objectives: from Strategic Goals 2026:

- Enhanced quality of life and safety for families
- Effective, efficient, and aesthetically pleasing infrastructure

B. Effect on Budget (EOB): None

C. Level of Service (LOS): This is an informational item.

III. CONCLUSION: The attached report serves to satisfy the reporting requirement for Activity 510 (Flood Management Planning). If approved, this report will be forwarded to Verisk (a contractor working on behalf of FEMA and the National Flood Insurance Program) along with other required documentation to support the recertification of Destin as a Class 6 CRS community.

IV. RECOMMENDED MOTION: I move that the City Council accept the attached report/update pertaining to the City's Floodplain Management Program.

Attachments:

1. ATT1: Destin Activity 510 Floodplain Management Planning 2022 report
2. ATT2: Destin Section 2021 LMS Final



Public Works Department

4200 Indian Bayou Trail | Destin, FL 32541 | Phone: 850-837-6869 | www.cityofdestin.com

Date: April 8, 2022

To: Sofia Voulgarakis Hackett, CRS Resource Specialist -Verisk

From Michael Burgess, CFM – Director of Public Works & Emergency Manager

Re: Activity 510, Flood Management Planning

Ms. Hackett:

The following was provided to the community as a press release and serves as our 2020 Activity 510 Progress Report.

Destin continues to provide Flood Protection to Properties through Planning and Capital Improvement

Destin, FL. – Annually, the City of Destin provides an update to the Federal Emergency Management Agency (FEMA) on the progress made in mitigating flood losses through the planning and construction of stormwater management projects. This update also complies with the requirements for the National Flood Insurance Program Community Rating System.

Due to the proximity to the Gulf of Mexico, Destin is prone to significant rainfall events that impact the overall number of repetitive loss properties. Typically, these events vary from typical thunderstorms that bring 1”- 3” of rain to local flood events that bring excess of 6” of rain during an event, as well as tropical storms and hurricanes. In recent years, the City has focused on identifying and remediating repetitive loss areas that correlate with the city’s Local Mitigation Strategy (LMS). This strategy has proven to be successful given the recent number of substantial stormwater and flood control projects that have been completed. These projects are listed on the City’s 2016 & 2021 LMS and other City initiatives are as follows:

- Priority 4b: Stormwater improvements on Sandalwood Drive. **STATUS: Completed Fall 2017.**
- Priority 4c: Stormwater Swales and retention for Joe’s Bayou Area. The City improved an upgrade the existing stormwater management system for Heritage Run

Subdivision by constructing of a 2800cf wet well, installing of two 40 horsepower (HP) pumps with an additional five horsepower backup pump. An emergency generator was installed for backup power, and this system has been maintained regularly ever since. **STATUS: Completed Fall 2016.**

- Priority 4d: Stormwater Swales and Retention for Kelly Street Area including portions of Benning Drive. **STATUS: Completed Fall 2017.**
- Priority 5a: Stormwater Swales and Retention for Maltezos Street Area. **STATUS: Completed Summer 2017.**
- Priority 6a: Replace culverts and swale system in Indian Bayou Subdivision in a flood prone area. **STATUS: Completed Spring 2017.**
- Priority 6c: Improve Stormwater Swales along a section of Calhoun Avenue. **STATUS: Completed Fall of 2018.**
- Priority 15a: Permanent Stabilization of Norriego Point. **STATUS: Completed in 2018.**
- Calhoun Avenue and Cross Street, drainage, and water quality improvements. **STATUS: Completed September 2021.**
- Inspection of over 800 storm sewer inlets. **STATUS: Completed October 2021.**
- Inspection and maintenance on 30 storm sewer outfalls **STATUS: Completed February 2022.**
- Construction of roadside swales on 3rd and 4th Streets (flood abatement). **STATUS: Completed April 2022.**
- Construction of roadside swales on Gulf Shore Drive (2 locations, flood abatement). **STATUS: In process.**
- Update to the City's Comprehensive Stormwater Master Plan. **STATUS: In process.**
- Update to the City's Land Development Code as it pertains to floodplain management, stormwater management, and water quality. **STATUS: In process.**

If you have any questions, please feel free to call Michael Burgess, Public Works Director, at 850-837-6869, or via email at mburgess@cityofdestin.com.

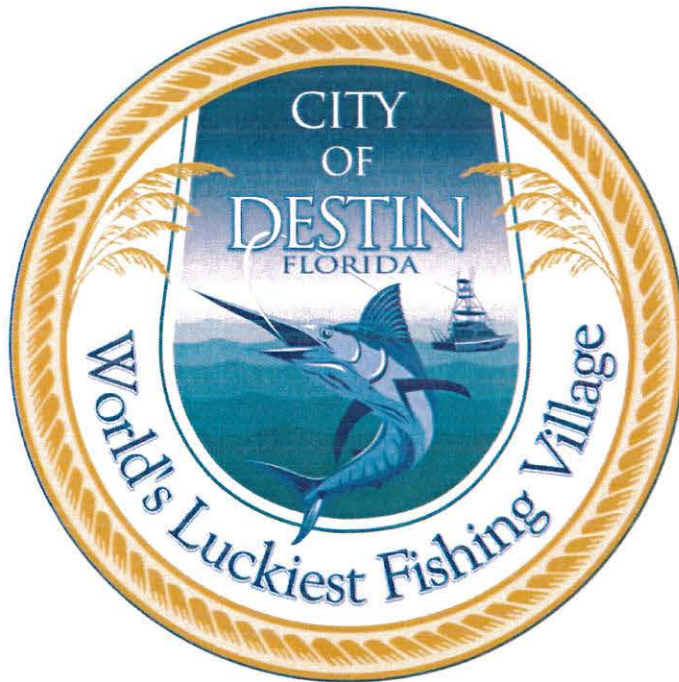
Sincerely,

A handwritten signature in blue ink, appearing to read "Michael G. Burgess", with a stylized flourish at the end.

Michael G. Burgess MS, PH, CSM, CFM
Director of Public Works & Emergency Manager
City of Destin, FL

Section 5.02

City of Destin





City of Destin

Section 5.02.01 Risk Assessments

Section 5.02.01.01 Introduction

The intent of this section is to provide information regarding the hazards threatening the City of Destin. Destin is an incorporated city located in the southern portion of Okaloosa County. As of a 2008 Census estimate it was home to 12,563 residents. In this section, information relevant to Destin is compiled and an overview of the analyses is provided.

The hazards that will be analyzed in this section are natural events and the analysis concentrates on the anthropogenic effects on those events as well as the effects of those events on mankind. However, this analysis is not an assessment of technological and/or societal hazards and, therefore, these types of events are not covered under this plan or in the analysis provided in this section.

Primary attention is given to hazards considered reasonably possible to occur in the City of Destin. These hazards include:

- Hurricanes and Tropical Storms
- Storm Surge
- Flooding
- Dam Safety
- Land Erosion
- Severe Storms
 - Tornadoes and Waterspouts
 - Thunderstorms and Lightning
 - Winter Storms
- Heat Wave and Drought
 - Heat Wave
 - Drought
- Wildfires
- Beach Erosion

The following hazards have minimal or no risk to the City of Destin: sinkholes, expansive soils, earthquakes, avalanches, land subsidence, landslides, volcanoes, and tsunamis. Therefore, these hazards are not analyzed in any depth in the hazard analysis. Further explanation is provided in the “Other Hazards” section.

Hazard Identification

The technical planning process begins with hazard identification. In this process, the City of Destin Staff, along with the staff from the Okaloosa County Growth Management Department, has identified all of the natural hazards that threaten the community.



City of Destin

Section 5.02.01.02 Hurricane and Tropical Storm

DEFINITIONS:

Please refer back to the Risk Assessment of the overall County for the definitions of this hazard.

HISTORICAL OCCURRENCE:

The City of Destin and Okaloosa County are equally susceptible to hurricanes and tropical storms, as the city is located on the coast. Due to the large area that hurricanes and tropical storms impact, it is assumed that the City of Destin and the overall County experienced the same storms. Therefore, the historic hurricane record of Okaloosa County is applicable to the City of Destin. Please refer back to the Risk Assessment of the overall County for the historical occurrences of this hazard. *Note* the data is specific to Okaloosa County as a whole entity and cannot be extrapolated into the specific areas of the county.

EXTENT:

High winds from hurricanes are a substantial threat to all homes, especially manufactured housing. Category 3 or higher force winds would likely cause substantial damage throughout the City of Destin. Winds in excess of 155 MPH could be experienced in a major Category 5 hurricane in some locations. Traditional stud and brick veneer or siding homes and businesses are vulnerable, as well, especially when hurricane shutters are not used. Relatively few businesses and homes have hurricane shutters, although shelters and some critical facilities are shuttered.

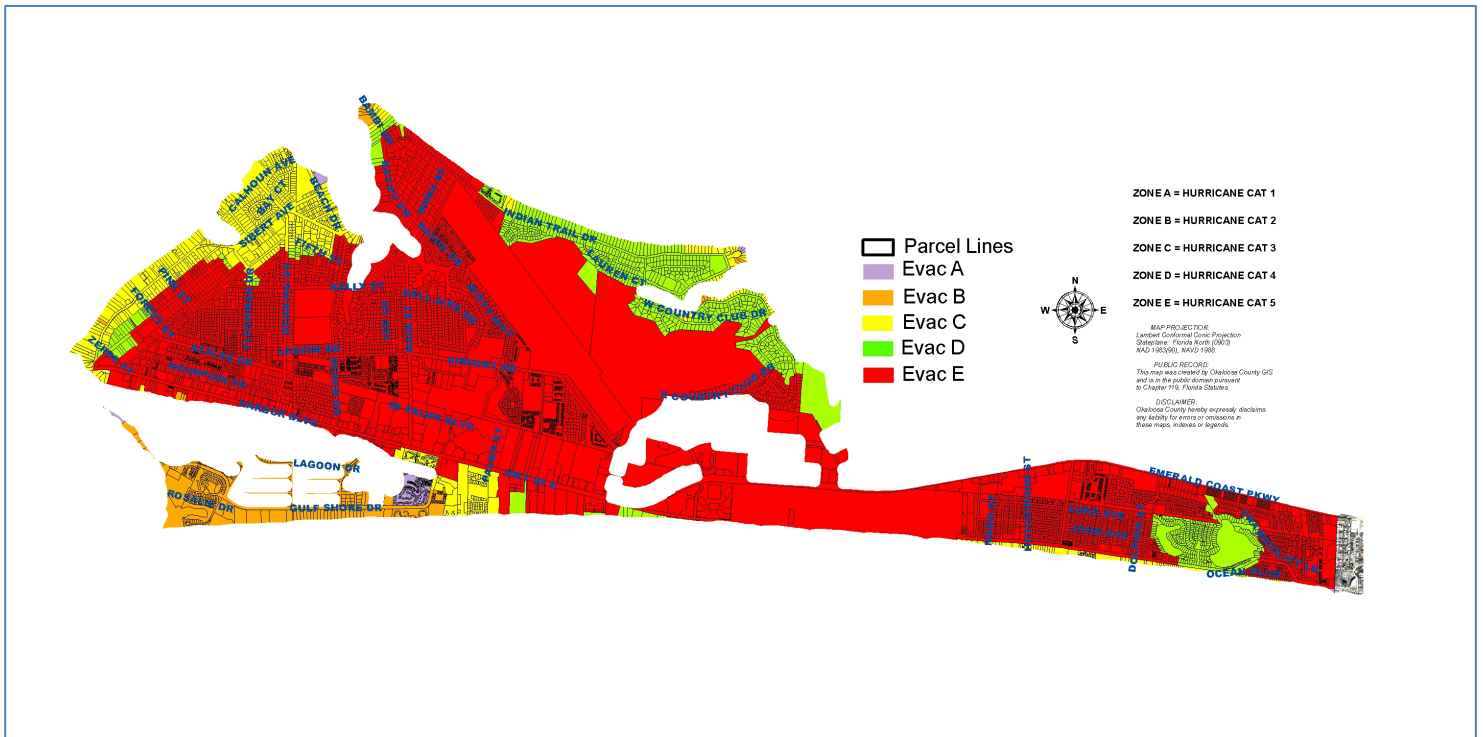
In the worst case scenario of a Category 5 hurricane, there will be catastrophic damage to homes and buildings, trees, power poles, and signage. In particular to power pole damage, there would be extensive widespread system destruction anticipated, which can include transmission/substation damage. All mobile homes and most frame homes will be completely destroyed due to wind causing structural collapse. The Category 5 winds of in excess of 155 MPH will cause significant damage to all buildings, with loss of roof sheathing, broken windows, and in some cases wall failure resulting in a structural collapse. The majority of trees will be snapped and power poles downed. In some cases, this will result in power outages that could last for weeks or months. People and animals would be at an extremely high risk of injury or death as a result of the strong, forceful winds causing flying or falling debris.

From the figure below, it is evident that the entire City of Destin will need to evacuate prior to a Category 5 hurricane making landfall (See Figure 5.02.01.02.1, below, for evacuation zones). The expected storm surge level of up to 15.8 feet associated with a Category 5 hurricane will substantially impact the City of Destin. Also, severe flooding will occur and likely cause polluted water, storm sewer overflow, and damage to roadways. Storm surge will be examined in greater depth in the following section. (NOAA, 2010).



City of Destin

Figure 5.02.01.02.1: Evacuation Zones for the City of Destin



Source: Okaloosa County Public Safety / Okaloosa County GIS, 2010

PROBABILITY:

According to Colorado State University's United States Landfalling Hurricane Probability Project, Okaloosa County, and thus the City of Destin, have the following future probabilities over a 50-year time period:

Table 5.02.01.02.1: 50-Year Probabilities of Named Storm, Tropical Storm, and Hurricane Making Landfall in Okaloosa County

1 or More Named Storms Making Landfall	1 or More Hurricanes Making Landfall	1 or More Intense Hurricanes Making Landfall	Tropical Storm-Force (≥ 40 mph) Wind Gusts	Hurricane-Force (≥ 75 mph) Wind Gusts	Intense Hurricane-Force (≥ 115 mph) Wind Gusts
90.90%	68.60%	40.50%	>99.9%	99.60%	82.30%

Source: The United States Landfalling Hurricane Web Project, 2010

Section 5.02.01.03 Storm Surge

DEFINITION:

Please refer back to the Risk Assessment of the overall County for the definition of this hazard.



City of Destin

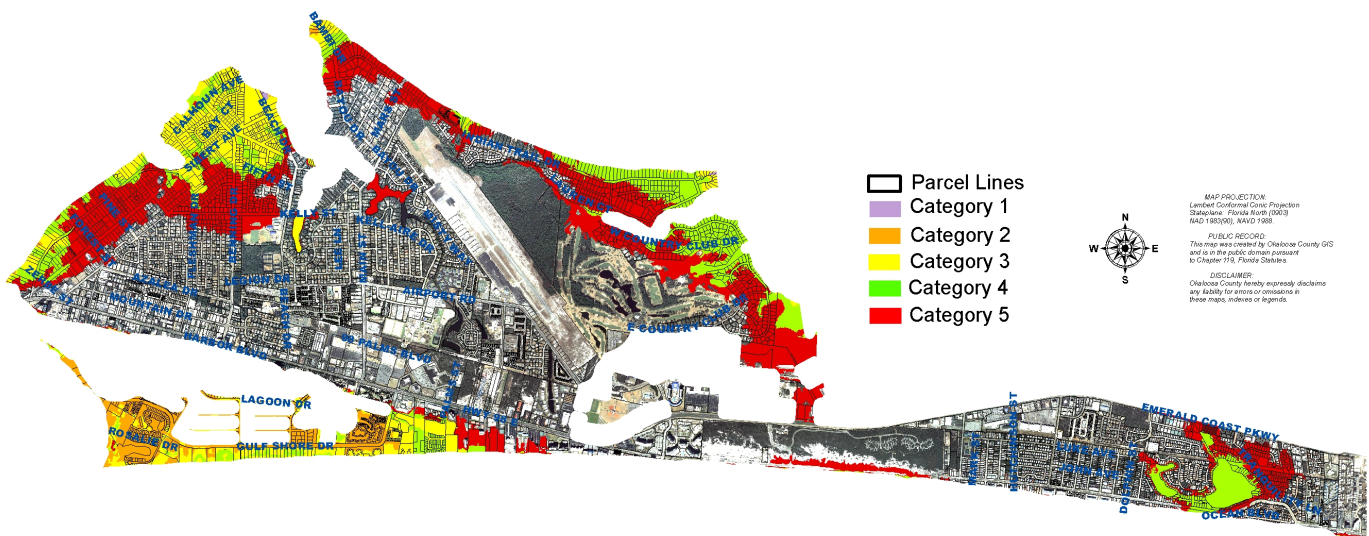
HISTORICAL OCCURRENCE:

Since Okaloosa County's bay and coastal areas are equally susceptible to storm surge, and because the City of Destin is located on the coast, the County's historic storm surge data is relevant to the City of Destin. Please refer back to the Risk Assessment of the overall County for the historical occurrences of this hazard. *Note* the data is specific to Okaloosa County as a whole entity and cannot be extrapolated into the specific areas of the county.

EXTENT:

In the worst case scenario, some of these areas of the City of Destin will experience storm surge levels up to 15.8 feet above mean sea level during a Category 5 hurricane (See Table 5.02.01.03.1). It is evident from the figure below that mostly the areas in close proximity to bodies of water will be affected by the resulting flooding from the storm surge. The high storm surge levels will cause significant flooding of residential and commercial structures, power outages, and storm sewer overflow. The figure below shows the possible storm surge levels with each hurricane category in the City of Destin.

Figure 5.02.01.03.1: The City of Destin's Exposure to Storm Surge



Source: West Florida Regional Planning Council, 2010

PROBABILITY:

Regardless of the storms' level of intensity, the storm surges associated with each storm greatly vary. This fact is recognized in the updated Saffir-Simpson Hurricane Wind Scale where storm



City of Destin

surge has been removed due to the difficulties in its prediction. Therefore, a probability of future storm surge occurrence shares the same probability of hurricanes and tropical storms. The potential storm surge levels have been determined from several historic points around the City of Destin (See Table 5.02.01.03.1, below).

Table 5.02.01.03.1: Potential Storm Surge Level for Hurricane Categories

HISTORY POINT (Description)	HURRICANE SURGE ELEVATION (in feet)				
	CAT 1	CAT 2	CAT 3	CAT 4	CAT 5
Joe's Bayou (Destin)	3.3	5.2	6.7	12.9	15.8
Indian Bayou (Destin)	3.1	4.7	6.2	12.2	15
Piney Point (Destin)	3.2	4.8	6.2	12	14.8

Note: Storm surge levels reflect 2010 hurricane scale update.
Source: West Florida Regional Planning Council, 2010

Section 5.02.01.04 Flooding

DEFINITION:

Please refer back to the Risk Assessment of the overall County for the definition of this hazard.

HISTORICAL OCCURRENCE:

Given the minimal amount of data available at the municipal level regarding the historical occurrences of severe floods or flash-floods, overall County data of this hazard will be used.

Please refer back to the Risk Assessment of the overall County for the historical occurrences of this hazard because all of Okaloosa County is equally susceptible to this hazard. *Note* the data is specific to Okaloosa County as a whole entity and cannot be extrapolated into the specific areas of the county.

EXTENT:

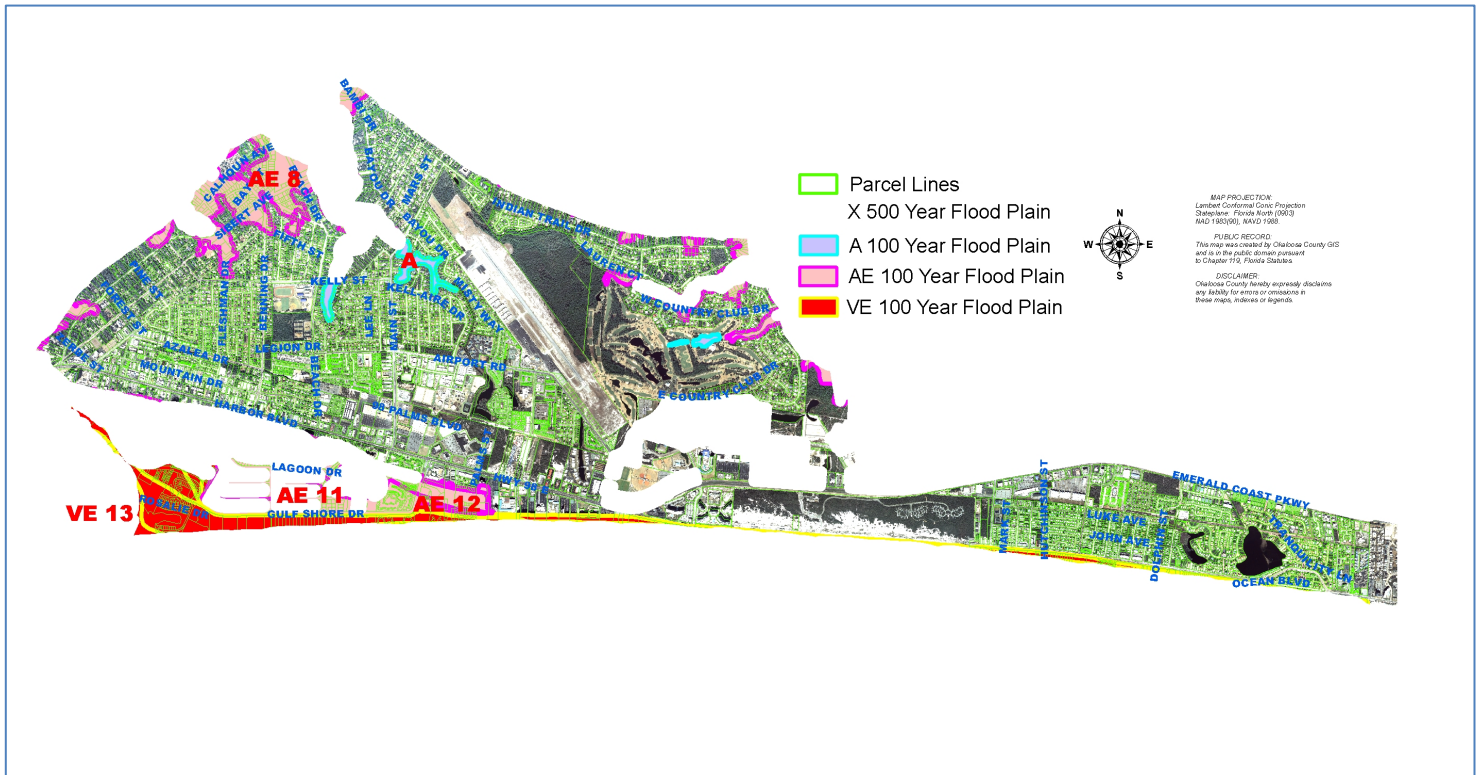
The worst case scenario in terms of flooding in the City of Destin would be if widespread flooding resulted in property damage and losses, power outages, storm sewer overflow, and road-closures. Properties located in the AE8, AE11, AE12, VE13, and A flood zones will be impacted more severely than the rest of the city, which is located in flood zone X (500 year flood plain). *Note* AE8, AE11, AE12, and VE13 flood zone means that the area is susceptible to flooding at 8, 11, 12, and 13 feet above sea level, respectively. (See Figure 5.02.01.04.1).

Flooding can severely impact the road network in the City of Destin. There are approximately 8.93 miles of arterial and collector roads in the City of Destin. Out of this total, 8.93 miles of these roads are located in the NFIP X Zone (500 Year Flood Zone) and 0 miles located in the NFIP Special Flood Hazard Zone. These roads are especially susceptible to flooding during moderate to heavy rain events.



City of Destin

Figure 5.02.01.04.1: The City of Destin's Flood Zones



Source: FEMA Map Service Center, Dec 6 2002

Temporary localized flooding can also severely impact roadways during moderate to heavy rain events, which could result in road-closures. It is particularly difficult to prepare transportation systems for “trailing” storm systems that tend to saturate land as well as overload drainage and retention systems. Arterial roads and roads constructed prior to uniform standards and regulations are some of the roadways typically impacted by isolated heavy rain events. Culverts and small bridges can sometimes be undermined, causing people to be stranded and isolated until the repairs can be made. Some major roadways used for evacuation are subject to flooding.

PROBABILITY:

The entire County, as well as the City of Destin, has a future probability of a flash-flood or flood occurring annually. However, due to the localized nature of flash-flooding and flooding, a more exact probability will not be provided.



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Section 5.02.01.05 Dam Safety

DEFINITION:

Please refer back to the Risk Assessment of the overall County for the definition of this hazard.

HISTORICAL OCCURRENCE:

The City of Destin has 2 unpermitted dams within its jurisdiction. These dams support small holding ponds or small lakes. There is one dam in particular that is of concern in the City of Destin. A portion of Main Street crossing the outfall of Coleman Lake into the east branch of Joe's Bayou sits on an unpermitted earthen dam which lacks a clay core and shows signs of deterioration. Kelly Street sits on another earthen dam at the outfall of Spring Lake into the southern branch of Joe's Bayou. The Kelly Street outfall was recently reconstructed, and Spring Lake is staged lower than Coleman Lake. While the City of Destin is not susceptible to significant flooding due to dam failure, some consideration may need to be given to the reconstruction of the Coleman Lake dam in order to prevent such failure.

Although there have been no previous reports of dam failure in the City of Destin, the city is monitoring the Coleman Lake dam closely and has submitted to Okaloosa County Staff a project sheet which addresses the need to repair the dam.

EXTENT:

The worst case scenario of dam failure in the City of Destin would be if the Coleman Lake dam failed. In this scenario, Main Street would be closed for the duration until the appropriate repairs were complete. Residents of Main Street would be inconvenienced by the failure but could take an alternate route on Misty Way/N Lakeside Dr to Main St south of the Coleman Lake outfall or Bayou Drive to Indian Trail Dr north of the Coleman Lake outfall in order to access their homes.

PROBABILITY:

Due to the rarity of dam failure in Okaloosa County, and no record of occurrence in the City of Destin, the future probability of dam failure resulting in flooding is less than 1 per year.

Section 5.02.01.06 Land Erosion

DEFINITION:

Please refer back to the Risk Assessment of the overall County for the definition of this hazard.

HISTORICAL OCCURRENCE:

All of Okaloosa County is equally susceptible to land erosion in some localized areas. Therefore, some localized portions of the City of Destin may be susceptible to land erosion. Please refer back to the Risk Assessment of the overall County for the historical occurrences of this hazard.

Note the data is specific to Okaloosa County as a whole entity and cannot be extrapolated into the specific areas of the county.

EXTENT:

Sheet erosion, if left unchecked, can damage drainage ditches, fill stormwater retention ponds with sediment, and cause erosion into property, including structures. In this instance, the result



City of Destin

is the deposition and buildup of soils/sands on the roadways and in the drainage systems. In the worst case scenario, soil erosion will cause land to be unusable because of the degraded soil quality, structure, stability and texture. Erosion along stream and ditch banks will cause undermining of structures (bridges, etc.) and washing out of lanes, roads, and fence rows.

PROBABILITY:

Based on the existence of potentially highly erodible soils and erodible soils there is a possibility of land erosion in the City of Destin. The future probability of soil erosion cannot be given because no previous occurrences have been documented.

Section 5.02.01.07 Severe Storms

The Severe Storms segment of the LMS Hazards Assessment includes tornadoes and waterspouts, thunderstorms and lightning, winter storms, and heat waves and drought (hurricanes are excluded from this section because they are covered in another section of this chapter).

Section 5.02.01.07.01 Tornado and Waterspout

DEFINITION:

Please refer back to the Risk Assessment of the overall County for the definitions of these hazards.

HISTORICAL OCCURRENCE:

In 2002, there was a tornado reported in the City of Destin, which resulted in trees downed, roof damage to a condo, and damage to a home's screen room. There were no known injuries or fatalities; however, \$50,000 in property damage was reported. In 2004, a tornado touched down at a construction site along the coast of the City of Destin, which resulted in minor damage to construction equipment. There were no known injuries or fatalities; however, \$5,000 in property damage was reported. In 2000 and 2001, there was a waterspout spotted over Choctawhatchee Bay near the City of Destin. In both occurrences, there were no known injuries, fatalities, or property damage reported. (NCDC, 2010).

The historic tornado record of Okaloosa County is relevant to the City of Destin because of the unpredictable pattern of tornadoes. The entire County, including the City of Destin, is vulnerable to tornado damage. Also, the County's waterspout historic record is applicable to the City of Destin because it is located on the coast, which is one of the areas susceptible to waterspouts. Please refer back to the Risk Assessment of the overall County for the historical occurrences of these hazards. *Note* the data is specific to Okaloosa County as a whole entity and cannot be extrapolated into the specific areas of the county.

EXTENT:

Because of the unpredictable patterns of tornadoes, and because Okaloosa County has a relatively high frequency of occurrence, the entire County, including the City of Destin, is vulnerable to tornado damage. The damage potential for a tornado increases as a function of population density. As the number of structures and people increase, the potential damage/injury rate increases. Manufactured housing, poorly constructed or substandard housing and apartment complexes are especially susceptible to damage from a tornado. Manufactured housing and



City of Destin

substandard housing are exceptionally susceptible because of their lack of resistance to high winds, and apartment complexes because of their size and densities.

The worst possible scenario in terms of tornado damage would be if an F-5 tornado hit the City of Destin. It is very unlikely that an F-5 tornado would strike Okaloosa County or the City of Destin, but if one did there would be complete destruction of homes and businesses that were in the tornado's path. Trees and power lines would be snapped, building debris scattered about, and severe structural damage would be evident on any building left standing.

The most common and active weather threat in the City of Destin for the formation of tornadoes is severe thunderstorms associated with frontal boundaries. Frontal boundaries and summertime afternoon air mass thunderstorms can reach severe limits because of atmospheric uplift. High winds relating to gust fronts and "microbursts" can create high wind speeds up to 100 MPH. Buildings and highway traffic are vulnerable to these storms.

PROBABILITY:

From 1958-2009 there have been a total of 94 reported tornadoes in Okaloosa County. Based on this data the probability of a future tornado occurrence in the City of Destin has been determined to be less than 2 per year. Also, since there was only 9 reported waterspouts from 1996-2001, the future probability was determined to be less than 2 waterspouts per year.

Section 5.02.01.07.02 Thunderstorms and Lightning

DEFINITION:

Please refer back to the Risk Assessment of the overall County for the definition of this hazard.

HISTORICAL OCCURRENCE:

In 1995, 1999, and 2009 there were strong thunderstorm winds that resulted in some of the following damage: trees blown over, small boats overturned, and destroyed or damaged aircrafts. The most significant incident occurred in 2009, when there were 2 general aviation aircrafts destroyed and 10 other aircrafts damaged at the Destin Airport. There was \$1,000,000 in property damage reported. There were no known injuries or fatalities in any of these occurrences. (NCDC, 2010).

On two different occasions in 1997, there were two homes in the City of Destin struck by lightning, which caused a fire to the affected properties. The cumulative reported property damage from those occurrences was \$25,000. In 1995, a developing thunderstorm in the City of Destin area, which resulted in a 14-year-old female getting struck by lightning, while 6 others received shock from the strike. There were 7 injuries and no fatalities or property damage reported. In 2003, a man in a personal watercraft was struck by lightning as he was heading to shore away from the approaching thunderstorms. There was 1 injury and no fatalities or property damage reported. Also in 2003, after most of the thunderstorms had moved out of the City of Destin area, a man was struck by lightning while he was surfing. The man was the only fatality with no other injuries or property damages reported. In 2009, a lifeguard was struck by lightning in his tower, which resulted in his jacket being burnt and the tower on fire. He was the only injury with no other injuries, fatalities, or property damage reported. (NCDC, 2010). The City of Destin is just as equally susceptible to thunderstorms and lightning as Okaloosa County.



City of Destin

Therefore, the historic record of thunderstorms and lightning in Okaloosa County will be applicable to the City of Destin. Please refer back to the Risk Assessment of the overall County for the historical occurrences of this hazard. *Note* the data is specific to Okaloosa County as a whole entity and cannot be extrapolated into the specific areas of the county.

EXTENT:

Thunderstorm damage can include traffic accidents on wet roads, flash-flooding, lightning damage to electronics and structures, lightning strikes on people, and wind and hail damage.

Aside from being able to produce tornadoes, thunderstorms can produce damaging high winds. Cold upper level air descending from the top of a thunderstorm to the ground usually causes these winds. In a worst case scenario, if the upper level air speed of descent is rapid, these cold "microbursts" can fan out as they come in contact with the ground at a high rate of speed. This is sometimes referred to as "straight line winds." These winds can cause significant property damage, injuries, and deaths similar to a F0 to F2 tornado or Category 1 or 2 hurricanes.

PROBABILITY:

Based on historical data (See Risk Assessment of overall County of this hazard's historical occurrences), the City of Destin has a future probability of experiencing less than 5 severe thunderstorms per year. Also based on historical data (See Risk Assessment of overall County for this hazard's historical occurrences), the City of Destin is likely to experience 4 to 16 flashes of lightning per square kilometer per year.

Section 5.02.01.07.03 Winter Storms

DEFINITION:

Please refer back to the Risk Assessment of the overall County for the definition of this hazard.

HISTORICAL OCCURRENCE:

The record low temperature in the City of Destin is 6.3°F (Farmer's Almanac, 2010). That low of a temperature is a rare case and is not considered the 'norm' for the City of Destin during the winter season. The City of Destin's monthly mean temperature minimums from 2005-2007 are displayed below.

Table 5.02.01.06.03.1: Monthly Mean Temperature Minimums in degrees Fahrenheit, 2005-2007

	Nov	Dec	Jan	Feb	Mar
Destin, FL	52.7°	47.8°	48.8°	46.6°	53.8°

Source: Weather Underground, 2010

Historical temperature data specific to the City of Destin are minimal. The closest municipality with a greater range of daily temperature record is Niceville, Florida. From 2005-2009, the City of Niceville had a total of 49 days where the temperature was below 32°F. Please refer back to the Risk Assessment of the overall County for the historical occurrences of winter weather because



City of Destin

all of Okaloosa County is equally susceptible to this hazard. *Note* the data is specific to Okaloosa County as a whole entity and cannot be extrapolated into the specific areas of the county.

EXTENT:

The worst case scenario in terms of winter storms in the city would be if freezing or below freezing temperatures lasted for a week or more, and if the storm responsible for such freezing temperatures knocked down power lines resulting in power loss, and the inability of residents to heat their homes. A freeze's greatest risk is generally unprotected or under-protected water pipes in homes, businesses and infrastructure. Outdoor irrigation systems and plumbing in homes where insulation is inadequate in walls or in off-grade homes where plumbing is exposed are most vulnerable. Unmitigated older structures and manufactured housing are probably the most vulnerable structures.

An icing, glaze, or sleet incident in Okaloosa County would likely result in severe traffic problems and safety concerns throughout the community and its roadways. With no means of salting roadways or removing ice, emergency response would be severely slowed in iced areas. Electrical service would likely be interrupted or totally absent in many areas due to power line glazing and tree branch falls. Mitigation efforts would more likely focus on sheltering and ability to receive outside mutual aid assistance, rather than on equipment and ice buildup prevention due to the infrequency and inconsistency of such events.

PROBABILITY:

Based on the data of total below freezing days, the future probability of freezing temperature days in the City of Destin is estimated to be 55 days in a 5-year time frame. Because a snow event in the City of Destin is so rare, a single snow "event" over five or ten years is probably the average.

Section 5.02.01.08 Heat Wave and Drought

Heat Wave

DEFINITION:

Please refer back to the Risk Assessment of the overall County for the definition of heat waves.

HISTORICAL OCCURRENCE:

Every jurisdiction in Okaloosa County is equally susceptible to heat waves as they tend to impact a relatively large geographic area. The City of Niceville experienced three heat waves from 2005-2009 with high temperatures ranging from 91°F-102°F, and average humidity ranging from 58-99 (Weather Underground, Inc., 2010). Therefore, given the City of Destin's relatively close geographic proximity to the City of Niceville, it is assumed that it experienced these three heat waves as well. Table 5.02.01.07.1, below, depicts the City of Destin's monthly mean temperature maximums from 2005-2007.



City of Destin

Table 5.02.01.07.1: Monthly Mean Temperature Maximums in degrees Fahrenheit, 2005-2007

	May	Jun	Jul	Aug
Destin, FL	81.6°	87.6°	89.1°	89.9°

Source: Weather Underground, 2010

On July 1, 2000 an excessive heat advisory was issued for coastal Okaloosa County, which included the City of Destin. Temperatures over 100°F were recorded. On August 8, 2007 another excessive heat advisory was issued for coastal Okaloosa County due to a combination of high temperatures and high humidity. The heat index was recorded between 110°F and 115°F and a number of local churches provided air conditioned shelter from the excessive heat. At such a high heat index, prolonged exposure may result in heat disorders.

EXTENT:

The worst case scenario in terms of a heat wave would be if excessive heat and humidity lasted for a week or more. Dangerous conditions are present when both heat and high humidity combine to make outside temperatures feel in the 103-124° F range. External danger warnings are issued when high temperatures and humidity combine to make outside temperatures feel in the 126-137° F range. Heat disorders may develop in people who work outside for long periods of time, such as construction workers or agricultural workers. To combat the dangerous effects of excessive heat residents should dress appropriately, stay indoors, refrain from strenuous work during the hottest part of the day and stay hydrated.

Electrical system failures due to demand is a true possibility during excessive heat conditions. The general threat to the City of Destin is to individuals without adequate cooling systems in their homes, with emphasis on low income and the elderly. Electrical system failures due to demand would only enhance problems for these populations. (NOAA Watch: Heat Wave).

PROBABILITY:

Based on the City of Destin heat wave data, it is predicted that the future probability of a heat wave occurring in the City of Destin is on average three times during a 5-year period.

Drought

DEFINITION:

Please refer back to the Risk Assessment of the overall County for the definition of drought and the categories of drought according the U.S. Drought Monitor.

HISTORICAL OCCURRENCE:

Droughts occur at a regular frequency and are cyclical in Okaloosa County. Due to the large area that droughts impact, it is assumed that the City of Destin had a similar number of drought occurrences. Please refer back to the Risk Assessment of the overall County for the historical occurrences of drought because all of Okaloosa County is equally susceptible to this hazard.



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EXTENT:

The worst case scenario in terms of drought would be if an exceptional drought (D4) lasted for months or years (See the Risk Assessment of the overall County for drought category descriptions). An exceptional drought would cause shortages of water in reservoirs, streams, and wells. Bay swamps and bodies of water would see a drastic decline in natural water levels and water shortages in reservoirs and wells would create water emergencies. Precipitation levels would be -2.0 inches or less. Also, the risk of wildfire increases as drought deepens. (U.S. Drought Monitor, 2010).

Droughts impact the City of Destin in a number of ways. For example, declining water levels and altered hydro-periods in bay swamps can disrupt breeding cycles of fish and amphibians which can affect other species which prey on, or which are preyed upon, such fish and amphibians.

Increased demand created by drought conditions on public and private water supply systems that serve the public has caused some generators and pumps to fail at critical moments, creating low or no pressure for critical facilities such as fire hydrants and medical centers.

PROBABILITY:

The abnormally dry drought intensity is the condition of dryness before and after a period of actual drought. From 2000-2009, a total of 49 out of 120 months were abnormally dry. Based on this data, the City of Destin has a future probability of experiencing less than 5 abnormally dry months every year. Also, from 2000-2009, there were a total of 51 out of 120 months where moderate, severe, extreme, or exceptional drought occurred in Okaloosa County. These drought intensities are the varying severity of actual droughts. The future probability of a moderate to severe drought occurring in the City of Destin is on average 5 months per year.

Section 5.02.01.09 Wildfire

DEFINITION:

Please refer back to the Risk Assessment of the overall County for the definition of this hazard.

HISTORICAL OCCURRENCE:

The City of Destin is susceptible to wildfire. The majority of the incorporated area is urban or residential. The wildfire record of Okaloosa County is relevant to the City of Destin. Please refer back to the Risk Assessment of the overall County for the historical occurrences of this hazard.

Note the data is specific to Okaloosa County as a whole entity and cannot be extrapolated into specific areas of the county.

EXTENT:

Based on the Wildland Fire Risk Assessment of Okaloosa County, the worst case scenario would be if the areas with the greatest Level of Concern (LOC) experienced a massive wildfire.

These areas have a greater likelihood of danger and destruction due to their inadequate infrastructure, inaccessibility to critical facilities or firefighting resource locations, and location in the wildland-urban interface. **Note** According to the Florida Department of Forestry, wildland urban interface is defined as "the zone where structures and other human development meets/intermingles with undeveloped wildland fuels and other natural features." Fires could come



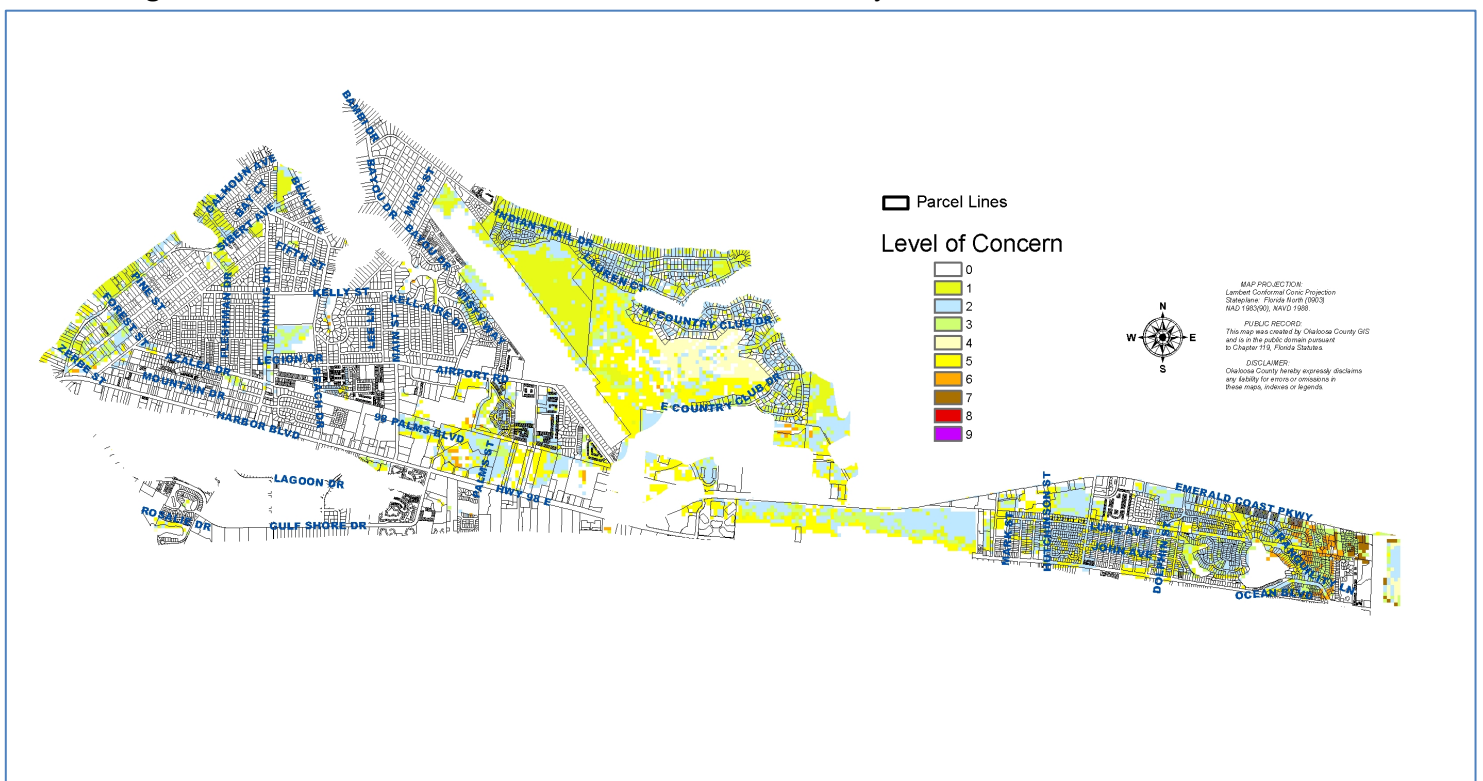
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into subdivisions and neighborhoods in urban and suburban areas, which could be a potentially catastrophic situation. Smoke and ash from dangerous wildfires could decrease visibility on highways and local roads.

PROBABILITY:

The Wildland Fire Risk Assessment System of the Florida Division of Forestry displays the wildfire levels of concern for the City of Destin. According to the map, most of the incorporated city is classified as non- or minimally burnable (2010). The figure below displays the relatively low levels of concern that wildfire has for the city. Although, the City of Destin is susceptible to wildfire, it appears that the future probability of occurrence is relatively low.

Figure 5.02.01.08.1: Wildfire Levels of Concern for the City of Destin



Source: Florida Division of Forestry, 2010

Section 5.02.01.10 Beach Erosion

DEFINITION:

Please refer back to the Risk Assessment of the overall County for the definition of this hazard.

HISTORICAL OCCURRENCE:

The coastal areas of Okaloosa County, including the City of Destin, are equally susceptible to beach erosion. Because hurricanes and other weather events, which accelerate the effects of beach erosion, tend to affect Okaloosa County's entire coastal areas, the historical occurrences

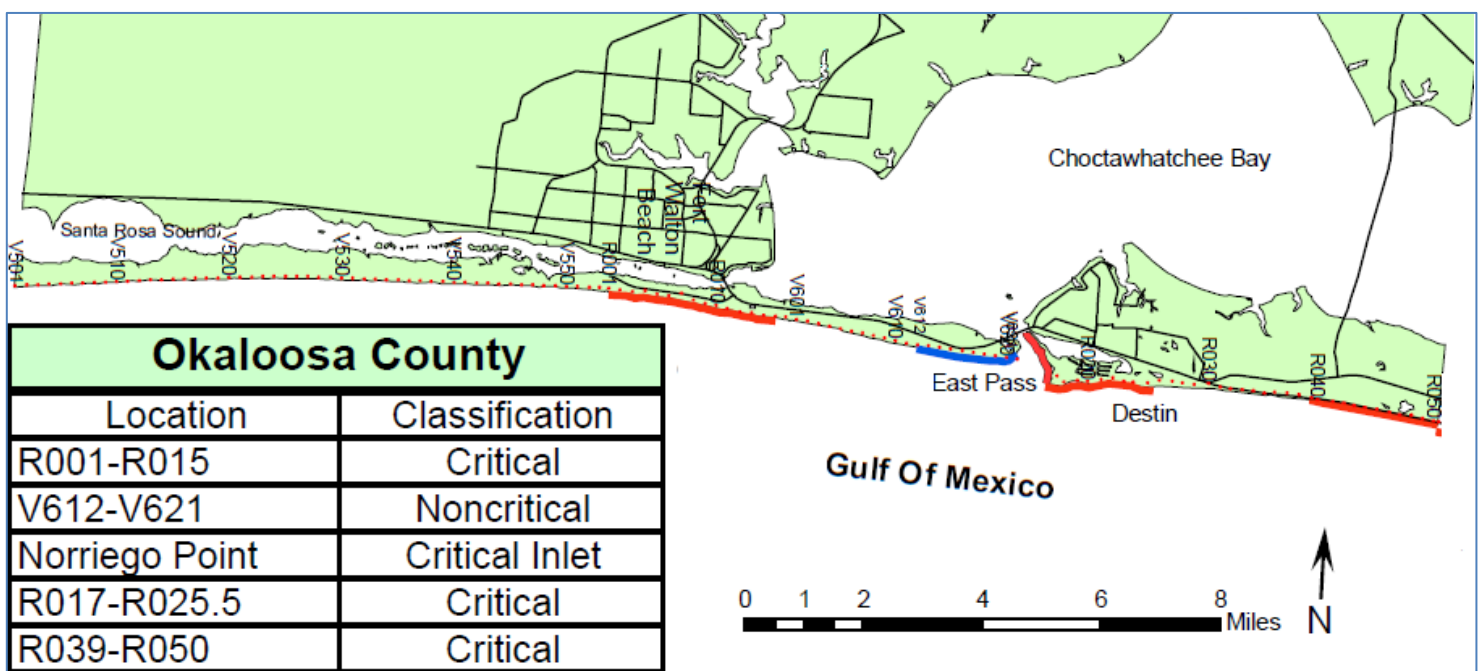


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of the County are applicable to the City of Destin. Please refer back to the Risk Assessment of the overall County for the historical occurrences of this hazard. *Note* the data is specific to Okaloosa County as a whole entity and cannot be extrapolated into specific areas of the county.

According to the Florida Department of Environmental Protection, Bureau of Beaches and Coastal Systems, there are 6.5 miles of critically eroded beaches in Okaloosa County. The location of these critically eroded areas include 1.6 miles in the City of Destin on the west side and 2.1 miles in the City of Destin on the east side. This all can be seen in the figure below.

Figure 5.02.01.09.1: Beach Erosion Classification in Okaloosa County, 2009



Source: FDEP Bureau of Beaches and Coastal Systems

EXTENT:

The worst case scenario of a beach erosion occurrence is if a major storm with significantly strong winds and storm surge washed-out the coastal areas. The damage will be much worse

for portions of the coastline already declared as “critically eroded” (See Figure 5.02.01.09.1). Beach erosion will undermine the integrity of infrastructure, beachfront homes and businesses, and other structures by washing away the sediments that support the structural foundation sometimes resulting in complete destruction.

PROBABILITY:

Based on the recent historical data, it appears that beach erosion will most certainly occur in the future. The frequency and extent of the erosion are highly dependent on the frequency and intensity of tropical storms and hurricanes. Therefore, a numerical value will not be given for the



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estimated future amount of beach erosion. It must also be noted that beach erosion is a natural part of a coastal system, and can be expected to occur at various locations and at different rates over time.

Section 5.02.01.11 Other Hazards

The hazards listed below have been analyzed and determined that the impact would be minimal or non-existent in the City of Destin.

Section 5.02.01.11.01 Sinkholes

The map and description prepared by the United States Geologic Survey (USGS) in its "Sinkhole, Type, Development and Distribution in Florida" (1985) indicates that Okaloosa County in its entirety is located in an area where sinkholes seldom, if ever, occur. The Florida Geologic Survey's statewide sinkhole database indicates no sinkholes in the County. Since there is no history of this hazard in the County, including the City of Destin, no further analysis or risk assessment will be conducted for this plan. However, should conditions change and geological features be discovered which contribute to the development of sinkholes, the LMS committee will include any new occurrence information in ongoing updates.

The future probability of a sinkhole occurring in the City of Destin is less than 1% based upon no documented sinkholes in the county and the soil strata is non-conductive to the formation of sinkholes.

Section 5.02.01.11.02 Expansive Soils

According to the *Soil Survey of Okaloosa County Florida* (USDA, June 1995), two types of soils are considered vulnerable to expansion. These are known as shrinking and swelling or "expansive soils." Another way of describing expansive soils is the change of volume of a soil with a change of moisture content. All of the soils listed in the expansive class are also considered erodible soils. Okaloosa County may be susceptible to expansive soils in some localized areas. There have been no previous occurrences recorded of expansive soils in the County. The following table lists soils having moderate to high shrink swell potential in Okaloosa County. Only those soils with an associated risk of "High" are listed:

Table 5.02.01.10.02.1: Shrink/ swell potential of soils in Okaloosa County.

Soil Type	ME Soils*	HE Soils**	Total Acreage	% Total Land Area
#35-Angie (2 to 5 percent slopes)		X	1,073.26	.16
#49-Angie (5 to 12 percent slopes)		X	10,280.79	1.61
#20-Udorthents (nearly level)	X		655.31	.11
Total	.11	1.77	12,009.36	1.88

* Moderate Erodible Soils

**Highly Erodible Soils

Note: Expansive soils and erodible soils are classified as the same.
Source: Soil Survey of Okaloosa County, Florida; June 1995.



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Expansive soils can lessen the strength of building foundations, which could result in structural collapse or instability. In addition, these soils have limitations for use as local roads and streets because of lack of strength to support roadways and traffic. There is a possibility of shrink/swell potential or soil expansion based on the existence of moderately erodible soils and highly erodible soils in Okaloosa County. Although the specific amount of these soils in the county is known, the future probability of this occurring in the City of Destin is minimal because this issue is addressed during the time of construction and there are no previous records of occurrence.

Section 5.02.01.11.03 Earthquake

According to the U.S. Geological Survey Earthquake Probability maps, the City of Destin has between a 0.005 and 0.010% chance of experiencing a 5.0 magnitude earthquake within 100 years. This is considered a very minimal risk. Also, since there is no history of earthquakes in Okaloosa County or the City of Destin, no further analysis or risk assessment will be conducted for this plan. The future probability of an earthquake occurring in the City of Destin is less than 1 in 100 years.

Section 5.02.01.11.04 Avalanche

The City of Destin does not have topography or snowfall amounts that would create conditions for an avalanche. Since there is no history of this hazard in the county, no further analysis or risk assessment will be conducted for this plan. The future probability of an avalanche occurring in the City of Destin is less than 1 in 100 years.

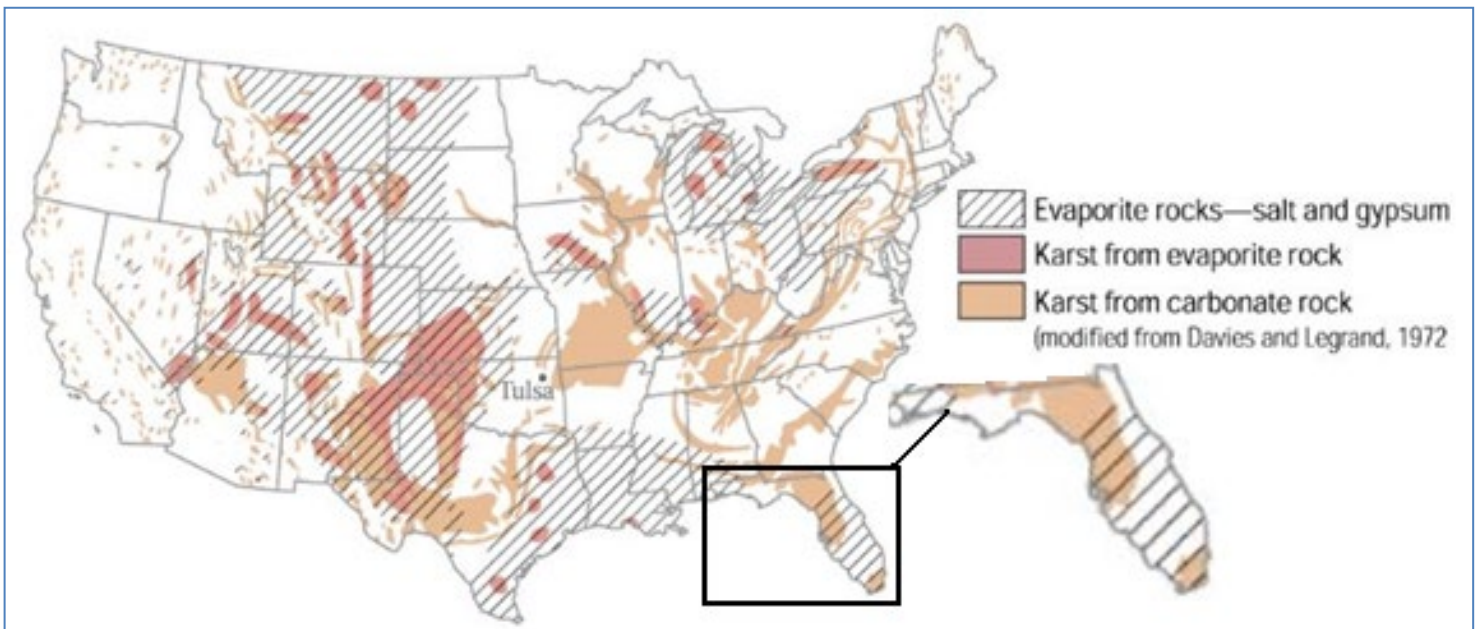
Section 5.02.01.11.05 Land Subsidence

According to the U.S. Geological Survey, "land subsidence occurs when large amounts of ground water have been withdrawn from certain types of rocks, such as fine-grained sediments. The rock compacts because the water is partly responsible for holding the ground up. When the water is withdrawn, the rocks fall in on itself. Land subsidence is most often caused by human activities, mainly from the removal of subsurface water" (U.S. Geological Survey, 2010). The City of Destin has a minimal amount of the most common rock types that are connected to land subsidence (See Figure 5.02.01.10.06.1). Since there is no history of this hazard in the City of Destin, no further analysis or risk assessment will be conducted for this plan. The future probability of land subsidence occurring in the City of Destin is less than 1 in 100 years.



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Figure 5.02.01.10.06.1: Rock types connected to collapse (subsurface cavities/sinkholes) in the U.S.



Source: U.S. Geological Survey

Section 5.02.01.11.06 Landslide

According to U.S. Geological Survey Map of Relative Incidence and Susceptibility Map, the City of Destin has a very low landslide incidence with less than 1.5% area susceptible to a landslide (USGS, 2010). Landslides are therefore considered to be a minimal risk and no further analysis or risk assessment will be conducted for this plan. The future probability of a landslide occurring in the City of Destin is less than 1 in 100 years.

Section 5.02.01.11.07 Volcano

There are no geological features in or near Okaloosa County, the City of Destin, or the Southeast related to volcanism. Since there is no history of this hazard in the City of Destin, no further analysis or risk assessment will be conducted for this plan. The future probability of a volcanic eruption occurring in the City of Destin is less than 1 in 100 years.



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Section 5.02.01.11.08 Tsunami

According to the U.S. Geological Survey, Okaloosa County is not located in an area that has historically been subjected to tsunamis, even though it is a coastal county. Since there is no

history of this hazard in the county, including the City of Destin, minimum analysis and risk assessment will be conducted for this plan. The Local Mitigation Strategy Committee will

monitor any developments in the ability to predict, monitor and issue warnings. There is no record of a tsunami occurring in Okaloosa County; therefore the future probability has been determined to be less than 1 in 100 years.

Section 5.02.01.12 Summary

The risk assessment section of this LMS document highlighted the hazards that the City of Destin is exposed to. This provides the foundation for the subsequent section covering how vulnerable the city is to these identified hazards. Numerous facilities, infrastructure, and neighborhoods in the City of Destin need to be assessed for their vulnerability to disasters.



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Section 5.02.02 Vulnerabilities

Section 5.02.02.01 Introduction

The intent of this section is to provide a vulnerability assessment for the potential damage and estimated loss to building structures in the City of Destin.

This section includes a brief summary description of the City of Destin, as well as its vulnerability to the identified hazards and the impact of each hazard. It also describes the vulnerability in terms of the types and numbers of repetitive loss properties within the City of Destin. Additionally, the section describes vulnerability in terms of the types and numbers of existing and future buildings, infrastructure, and critical facilities located in the City of Destin.

The main intent of this section is to provide an estimate of potential dollar losses to vulnerable structures and a description of the methodology used to complete the estimate. Lastly, this section describes vulnerability in terms of providing a general description of land uses and development trends within the City of Destin so that mitigation options can be considered in future land use decisions.

Section 5.02.02.02 Methodology

The Okaloosa County Staff used the same methods, of quantifying the estimated dollar losses to the vulnerable structures potentially impacted by each hazard, for the City of Destin as the overall County. Therefore, please refer to Okaloosa County's Overall Vulnerabilities, Section 4.02.02, for more information.

Section 5.02.02.03 Summary Description of the City of Destin

The City of Destin is an incorporated city located in the southern portion of Okaloosa County. As of a 2010 Census it was home to 12,305 residents. The City of Destin is best known for its beautiful beaches and the thriving tourism industry. Within its jurisdiction, there are 6.71 miles of coastline along the Gulf of Mexico, 8.72 miles of shoreline along Old Pass Lagoon, 1.58 miles along the East Pass, as well as 10.55 miles that border Choctawhatchee Bay on the northern portion of the city. Most of the development in the City of Destin is concentrated adjacent to the Gulf of Mexico and along both sides U.S. Highway 98. Much of the development within the City of Destin serves a seasonal tourist population, so hotels, condominiums, and vacation rentals define much of the development within the city. Per Ken Gallander, AICP, Community Development Director, for the City of Destin, most of the existing and intensive, mixed-use development is located in the Azalea Drive/Airport Road/Commons Boulevard corridor, which is in the western half of the city. The current growth trend of the city can be characterized as slow as best: on average only 12-14 homes are being built per year. This is in such contrast to years prior to 2005, when the growth in the City of Destin was outstanding.

**City of Destin****Section 5.02.02.04 Vulnerable Populations**

Hazards do not affect the entire population equally. Therefore, special attention needs to be given to the more vulnerable populations. Please refer back to the overall County's Vulnerability for further explanation on these vulnerable populations. The table below displays the City of Destin's vulnerable populations.

Table 5.02.02.04.1: Estimated Vulnerable Populations in the City of Destin, 2010

Population	2010 Census Percent Population	2014 Estimate
Elderly	22.9%	3569
Language Isolation	.9%	98
Disabled	22.3%	2896
Single Parent	6.5%	256
Poverty	6.3%	752
Minority	2.2%	278

Source: 2010 Census; U.S. Census Population Division

Section 5.02.02.05 Repetitive Loss Properties

According to FEMA, a *repetitive loss structure* is "an NFIP-insured structure that has had at least two paid flood losses of more than \$1,000 each in any 10-year period since 1978" (FEMA, 2010). The hazards of hurricanes, tropical storms, storm surge, flooding, and thunderstorms are responsible for repetitive loss properties. Historically, these properties are more vulnerable to certain hazards than other structures in the City of Destin because they have already experienced significant flood damage. The following tables depict the repetitive loss properties and their flood zones in the City of Destin.

Table 5.02.02.05.1: Repetitive Loss Properties in the City of Destin

	Total Building Payment	Total Contents Payment	Total Losses Claimed	Total Paid	Residential Structures	Non- Residential Structures
City of Destin	\$46,526,164.54	\$3,695,813.20	498	\$50,221,977.74	189	10

Source: FEMA, 2010



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Table 5.02.02.05.2: Flood Zones of Repetitive Loss Properties in the City of Destin

Flood Zones	A, AE	V, VE	B, C, X
Total Properties	100	19	80

Source: FEMA, 2010

Section 5.02.02.06 Hurricane and Tropical Storm

The City of Destin is vulnerable to the damaging effects of tropical storms and hurricanes as it is the only incorporated city in Okaloosa County located directly on the Gulf of Mexico. The City of Destin would experience destruction in terms of wind damage, heavy rains, and storm surge during a tropical storm or hurricane. All structures within the City of Destin's jurisdiction are susceptible to damage in the form of flooding due to heavy rains and strong storm surge. High winds can damage structures by removing roofs and siding, and create flying debris out of sources which are not anchored. The most vulnerable homes are those located on beach front and bay front lots. The following tables depict the hurricane evacuation zones and the vulnerable structures located within each zone.

Table 5.02.02.06.1: Evacuation Zones and the Vulnerable Residential Structures within

Total:	Condominium	SFR-Townhouse	Single-Family	Mobile Home	Multi-Family
Zone A	93	0	7	0	0
Just Value	\$20,070,000	\$0	\$5,130,912	\$0	\$0
Zone B	146	208	296	0	2
Just Value	\$44,022,000	\$52,807,325	\$229,993,410	\$0	\$1,142,315
Zone C	214	268	888	26	21
Just Value	\$60,732,488	\$79,741,301	\$567,076,320	\$2,424,273	\$12,835,524
Zone D	230	290	1598	26	24
Just Value	\$67,791,488	\$95,055,906	\$870,997,135	\$2,424,273	\$15,270,104
Zone E	288	1307	4663	32	51
Just Value	\$82,959,488	\$201,396,771	\$1,729,680,864	\$2,996,188	\$32,743,048

Note Evacuation Zones correspond with Hurricane Categories (Ex. Evacuation Zone 1 = Category 1 Hurricane)
Source: West Florida Regional Planning Council & Okaloosa County Property Appraiser, 2010 (Okaloosa County Staff generated table from overlaying the evacuation zones and property appraiser data)



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Table 5.02.02.06.2: Evacuation Zones and the Vulnerable Structures within

Total:	Commercial	Government/ Institutional	Trailer Park	RV Park
Zone A	3	1	0	0
Just Value	\$9,384,628	\$754,838	\$0	\$0
Zone B	6	1	0	0
Just Value	\$11,203,039	\$754,838	\$0	\$0
Zone C	24	4	1	1
Just Value	\$47,285,884	\$37,679,658	\$203,759	\$152,153
Zone D	31	7	1	1
Just Value	\$55,084,689	\$64,365,164	\$203,759	\$152,153
Zone E	488	20	2	1
Just Value	\$448,253,381	\$109,447,554	\$358,639	\$152,153

Note Evacuation Zones correspond with Hurricane Categories (Ex. Evacuation Zone 1 = Category 1 Hurricane)
Source: West Florida Regional Planning Council & Okaloosa County Property Appraiser, 2010 (Okaloosa County Staff generated table from overlaying the evacuation zones and property appraiser data)

Section 5.02.02.07 Storm Surge

The City of Destin is vulnerable to storm surge and the structures along the Gulf of Mexico and Choctawhatchee Bay are the most susceptible to damage from this hazard. The strongest storm surge level during a Category 5 hurricane would be 16.1 feet above the mean high water line along some areas boarding Choctawhatchee Bay. This would severely flood numerous homes, infrastructure and commercial structures in this area. The following tables depict the vulnerable structures to storm surge levels, which correspond with the category of hurricane.



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Table 5.02.02.07.1: Vulnerable Residential Structures to Storm Surge

Total:	Condominium	SFR-Townhouse	Single-Family	Mobile Home	Multi-Family
Surge Level 1	61	68	460	1	9
Just Value	\$28,103,000	\$20,250,510	\$385,675,087	\$197,334	\$7,162,871
Surge Level 2	164	189	609	1	9
Just Value	\$53,028,000	\$52,726,068	\$536,030,888	\$197,334	\$7,162,871
Surge Level 3	209	266	1288	22	25
Just Value	\$67,938,488	\$77,341,512	\$822,342,281	\$2,134,676	\$16,883,617
Surge Level 4	209	266	1288	13	25
Just Value	\$67,938,488	\$77,341,512	\$822,342,281	\$1,247,987	\$16,883,617
Surge Level 5	283	1263	4472	32	51
Just Value	\$82,054,488	\$189,303,636	\$1,606,289,525	\$2,996,188	\$32,743,048

Source: West Florida Regional Planning Council & Okaloosa County Property Appraiser, 2010 (Okaloosa County Staff generated table from overlaying the surge levels and property appraiser data)

Table 5.02.02.07.2: Other Vulnerable Structures to Storm Surge

Total:	Commercial	Government/Institutional	RV Park	Trailer Park
Surge Level 1	29	4	0	0
Just Value	\$64,604,209	\$38,980,389	\$0	\$0
Surge Level 2	36	4	0	0
Just Value	\$72,539,267	\$38,980,389	\$0	\$0
Surge Level 3	44	4	1	0
Just Value	\$96,129,995	\$38,980,389	\$152,153	\$0
Surge Level 4	48	5	1	0
Just Value	\$99,604,256	\$39,519,445	\$152,153	\$0
Surge Level 5	476	19	1	2
Just Value	\$438,074,119	\$87,483,210	\$152,153	\$358,639

Source: West Florida Regional Planning Council & Okaloosa County Property Appraiser, 2010 (Okaloosa County Staff generated table from overlaying the surge levels and property appraiser data)



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Section 5.02.02.08 Flooding

Our definition of flooding only considers flooding that is a result of rainfall, which includes tropical rains during a hurricane. The City of Destin is vulnerable to flooding and susceptible to damage from this hazard. Localized roadway flooding from heavy rains is the most commonly observed type of flooding in the City of Destin. During a hurricane, tropical storm or severe storm heavy rains might cause some homes to flood particularly in low lying areas or those with poor drainage systems. In the City of Destin, there are 411 structures located in the AE flood zone and 187 structures in the VE flood zone. The cumulative 'just value' of all the structures located in the AE and VE flood zones is \$409,675,850. The following table depicts the vulnerable structures located in the AE and VE flood zones in the City of Destin.

Table 5.02.02.08.1: Structures Located in Flood Zones in the City of Destin

	AE Flood Zone	Just Value	VE Flood Zone	Just Value
Condominium	61	\$12,811,000	38	\$15,075,988
SFR-Townhouse	52	\$14,198,726	78	\$25,357,171
Single-Family	257	\$137,127,229	47	\$67,554,135
Mobile Home	8	\$724,677	0	\$0
Multi-Family	5	\$2,388,572	1	\$2,336,076
Commercial	23	\$39,421,021	21	\$52,568,704
Government/Institutional	3	\$2,944,595	2	\$36,574,850
Critical Facility	2	\$593,106	0	\$0

FEMA Map Service Center, Dec 6 2002

Section 5.02.02.09 Dam Safety

The City of Destin has 2 active unpermitted dams within its jurisdiction. A portion of Main Street crossing the outfall of Coleman Lake into the east branch of Joe's Bayou sits on an unpermitted earthen dam which lacks a clay core and shows signs of deterioration. Kelly Street sits on another earthen dam at the outfall of Spring Lake into the southern branch of Joe's Bayou. The Kelly Street outfall was recently reconstructed, and Spring Lake is staged lower than Coleman Lake. While the City of Destin is not susceptible to significant flooding due to dam failure, some consideration may need to be given to the reconstruction of the Coleman Lake dam.

The specific impact of dam failure in the City of Destin is unavailable at this time because there have been no studies conducted on the impact that dam failure would have on the respective areas surrounding the dams. Only broad general impacts can be given, which provide an indication as to what impacts are expected with dam failure.

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If one of these small dams in the City of Destin failed, the area surrounding the dam would likely experience flooding of property and roadways, and may result in road closures and in extreme cases, damage to homes.

Section 5.02.02.10 Land Erosion

The City of Destin is vulnerable to land erosion in some localized areas, and some structures are susceptible to damage from this hazard. The soil types and topography that leads to land erosion can be found in various parts of the City of Destin. The areas that are most susceptible to land erosion are those with steep slopes and which have highly erodible soil types. Land erosion in the City of is generally caused by disturbed soils from construction activities and usually isolated to an area less than 1 acre in size.

Section 5.02.02.11 Severe Storms

In the tables below, the estimated cost of damage to residential and non-residential structures in the event of a severe storm is provided. The numbers and estimated value represents the total number of structures in the City of Destin. Although it is highly unlikely that all structures will be impacted during a singular severe storm event, all structures are equally vulnerable to severe storms and so it was deemed appropriate to list all structures in the City of Destin.

Table 5.02.02.09.1: Vulnerable Residential Structures to Severe Storms

Total:	Condominium	SFR- Townhouse	Single-Family	Multi-Family
	398	1,404	5,650	67
Just Value	\$113,666,476	\$230,587,420	\$2,160,543,105	\$42,232,830

Table 5.02.02.09.1: Vulnerable Residential Structures to Severe Storms
Source: Okaloosa County Department of Growth Management, 2010

Table 5.02.02.09.2: Other Vulnerable Structures to Severe Storms

Total:	Commercial	Government/ Institutional	Critical Facilities
	1,010	46	2
Just Value	\$982,772,315	\$216,750,379	\$593,106

Source: Okaloosa County Department of Growth Management, 2010

Since severe storms includes tornadoes and water spouts, thunderstorms and lightning, and winter storms, the values listed in the tables above apply to all those hazards.



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Section 5.02.02.11.01 Tornado and Waterspout

The City of Destin is vulnerable to tornadoes and waterspouts, and all structures within its jurisdiction are susceptible to the impacts of this hazard due to their unpredictable nature.

The areas within the City of Destin that are most vulnerable to tornado damage are those with a high density or large population (such as along the Gulf of Mexico) because the damage rate increases as a function of population density. The types of structures most vulnerable to tornado damage within the City of Destin are poorly constructed housing, apartment complexes, and condominiums because of their size and densities. According to the Mapping for Emergency Management, Parallel Hazard Information System (MEMPHIS) study in 2005, nearly all of Okaloosa County, including the City of Destin, has a medium risk, 1 in 250 per year, of a tornado event occurring. Because waterspouts occur over water, the areas in the City of Destin most susceptible to damage from waterspouts are those located on the Gulf of Mexico and Choctawhatchee Bay.

Waterspouts tend to not last very long, but their high winds can result in damage from flying debris. There are 382 structures along the City of Destin's coastline. The cumulative 'just value' of those structures is \$407,000,370. The surrounding areas to the coastline are susceptible to damage from flying debris as well, but the specific impacts on those areas are unavailable due to the unavailability of relevant studies.

Section 5.02.02.11.02 Thunderstorms and Lightning

The City of Destin is vulnerable to thunderstorms and lightning, and all structures within its jurisdictions are susceptible to the damaging effects of wind, hail, and lightning associated with severe thunderstorms. Thunderstorm damage can include traffic accidents on wet roads, flash-flooding, lightning damage to electronics and structures, lightning strikes on people, and wind and hail damage to structures. According to the Mapping for Emergency Management, Parallel Hazard Information System (MEMPHIS) study in 2005, all of Okaloosa County, including the City of Destin, has the threat of a thunderstorm or lightning event occurring, in terms of causing economic damage or loss of over \$50, of 1 in 50 per year.

Section 5.02.02.11.03 Winter Storms

The City of Destin is vulnerable to winter storms, and all structures within its jurisdiction are susceptible to the effects of freezing temperatures. The City of Destin is vulnerable to snow, freezing rain, icing and glazing events but because these events are so rare, the City of Destin is unlikely to suffer serious damage from this hazard. The specific impacts of winter storms in the City of Destin are unavailable because there have been no studies conducted regarding these hazards' impacts in the County. Only broad general impacts of this hazard can be given, which provide an indication of what impacts are expected with winter storms. The homes in the City of Destin that are most vulnerable to winter storms are those with unprotected or under-protected water pipes and homes in which plumbing and insulation is inadequate. Unmitigated older structures and manufactured housing are also very vulnerable.



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Section 5.02.02.12 Heat Wave and Drought

The City of Destin is vulnerable to heat waves and drought, and everyone living within the jurisdiction is susceptible to heat exhaustion. The specific impacts of heat waves and drought in the City of Destin are unavailable because there have been no studies conducted regarding these hazards' impacts in the County. In addition, the nature of these hazards tends to only affect the populations without adequate cooling systems in their homes, low income, elderly, children, and outside workers. Only broad general impacts of these hazards can be given, which provide an indication of what impacts are expected with heat wave and drought. Everyone living within the county is susceptible to heat exhaustion. All households are susceptible to power outages due to increased electricity demand during periods of extreme heat. Electrical system failures due to demand would only enhance problems for the entire population, especially for the vulnerable populations. All water bodies and municipal water supplies are susceptible to declining water levels and water shortages due to drought.

Section 5.02.02.13 Wildfire

Although the City of Destin is susceptible to wildfire, as previously mentioned in the City's Hazard Assessment, it appears that the future risk of wildfire is minimal. The areas and populations that are most vulnerable to the danger and destruction of wildfire are the ones with inadequate infrastructure, inaccessibility to critical facilities or firefighting resource locations, and located in the wildland-urban interface. The following tables depict the structures with 'medium (levels 4-6)' to 'high (levels 7-9)' wildfire level of concern. Levels 0-3 were determined to be of such minimal to low vulnerability to wildfire they were not included in this assessment.

Table 5.01.02.12.1: Medium to High Wildfire Level of Concern for Residential Structures

Total:	Condominium	SFR-Townhouse	Single-Family	Multi-Family
Level 4	0	0	33	0
Just Value	\$0	\$0	\$18,201,961	\$0
Level 5	0	3	137	3
Just Value	\$0	\$566,376	\$64,434,878	\$2,720,970
Level 6	3	0	20	0
Just Value	\$707,000	\$0	\$9,320,033	\$0
Level 7	0	0	0	0
Just Value	\$0	\$0	\$0	\$0

Source: Florida Division of Forestry and Okaloosa County Property Appraiser, 2010 (Okaloosa County Staff generated table from overlaying the wildfire level of concern and property appraiser data)



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Table 5.02.02.12.2: Medium to High Wildfire Level of Concern for Other Structures

Total:	Commercial	Government/ Institutional
Level 4	1	2
Just Value	\$3,103,570	\$22,836,441
Level 5	37	8
Just Value	\$94,446,478	\$72,880,325
Level 6	10	2
Just Value	\$19,436,403	\$3,754,884
Level 7	2	0
Just Value	\$1,410,994	\$0

Source: Florida Division of Forestry and Okaloosa County Property Appraiser, 2010 (Okaloosa County Staff generated table from overlaying the wildfire level of concern and property appraiser data)

Section 5.02.02.14 Beach Erosion

The areas of the City of Destin that are vulnerable to the effects of beach erosion are the properties that border the Choctawhatchee Bay and Gulf of Mexico. As previously mentioned, within its jurisdiction, there are 7.59 miles of coastline along the Gulf of Mexico as well as 11.22 miles of coastline that border Choctawhatchee Bay. The populations that reside, work, run businesses, or own property in these parcels are the most affected by beach erosion. Beach erosion undermines the integrity of infrastructure, beachfront homes and businesses, and other structures by washing away the sediments that support the structural foundation sometimes resulting in complete destruction. There are 382 structures along the City of Destin's coastline. The cumulative 'just value' of those structures is \$407,000,370 (See Table 5.02.02.13.1, below). The areas where the beaches are already classified as "critically eroded" are more vulnerable and impacted more severely by beach erosion (See Figure 5.02.02.13.1, below).

Table 5.02.02.13.1: Total Structures Susceptible to Beach Erosion

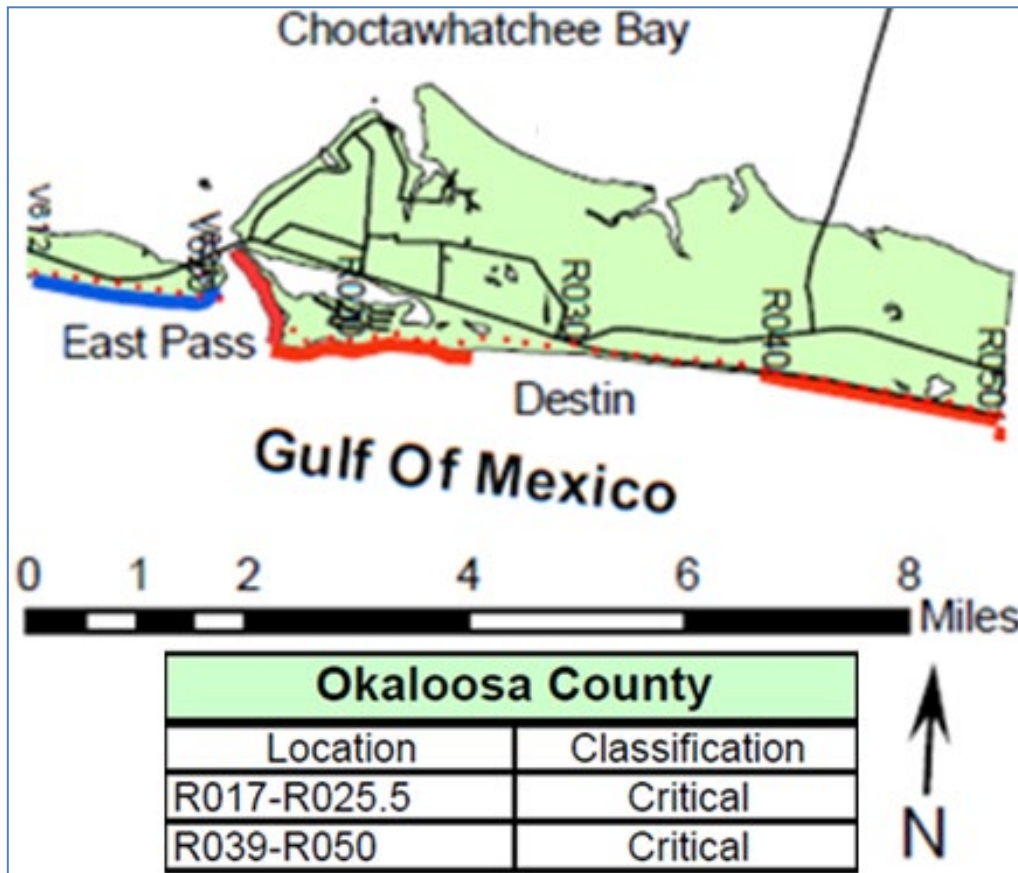
	Condominium	SFR- Townhouse	Single- Family	Multi- Family	Commercial	Government/ Institutional
Total	56	106	200	7	10	3
Just Value	\$25,052,988	\$20,793,402	\$272,517,829	\$10,066,436	\$40,344,164	\$38,225,551

Source: Okaloosa County Department of Growth Management and Okaloosa County Property Appraiser
Note: Table was generated from Property Appraiser data based on the structures that were determined to be located along the coastal areas in Okaloosa County.



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Figure 5.02.02.13.1: Critically Eroded Beaches in the City of Destin, 2009



Source: FDEP Bureau of Beaches and Coastal Systems

Section 5.02.02.15 Other Hazards

As previously stated in the Risk Assessment, the following hazards, sinkholes, expansive soils, dam safety, earthquake, avalanche, land subsidence, volcano, and tsunami have been determined to be a minimal risk to the City of Destin. Therefore, the City's vulnerability to these hazards has not been assessed. If any of the hazards become a greater risk in the City of Destin, then the LMS Committee will update this section to reflect those changes.

Section 5.02.02.16 Summary

The vulnerability assessment section of this LMS document highlighted how vulnerable the City of Destin is to the identified hazards from the Risk Assessment. It discussed the vulnerable populations, repetitive loss properties, and structure and infrastructure damages associated with these hazards.

**City of Destin****Section 5.02.03 Critical Facilities**

The following is a list of all critical facilities found inside the City of Destin's city limits. It is to be noted that some critical facilities belong to and are maintained by other jurisdictions.

The Bay View Campground, listed below, is within the 100-Year Floodplain. The Bay View Campground is an existing legal non-conforming use located within the Low Density Residential-Village (LDR-V) zoning district. At the time Okaloosa County Emergency Management issues evacuation notices for Destin, the Bay View Campground will need to be completely evacuated. It shall be noted; the Bay View Campground is not located in the Coastal High Hazard Area. Policies that address the redevelopment, construction and reconstruction of such facilities are provided under the Post Disaster Redevelopment Plan, which is included as Section 5.02.06 of this LMS. Also, as this use is legal non-conforming any redevelopment of the property shall comply with all applicable goals, policies, and objectives of the City's Comprehensive Plan and land development regulations in place at that time.

Section 5.02.03.01 Fire Stations

Site Name	Address	X-COORD	Y-COORD
DESTIN CRYSTAL BEACH FD #10	1001 AIRPORT RD DESTIN FL 32541	1347251.963	513211.472
DESTIN MAIN FD #9	848 AIRPORT RD DESTIN FL 32541	1344030.492	513269.624

Section 5.02.03.02 Government Centers

Site Name	Address	X-COORD	Y-COORD
DESTIN CITY HALL	4200 INDIAN BAYOU TRAIL DESTIN FL 32541	1351098.909	510433.244
DESTIN CITY ANNEX	4100 INDIAN BAYOU TRAIL DESTIN FL 32541	1350729.678	510934.018

Section 5.01.03.03 Hospitals

Site Name	Address	X-COORD	Y-COORD
SACRED HEART OF DESTIN	36500 EMERALD COAST PKWY DESTIN FL 32541	1370091.69	508264.269

Section 5.02.03.04 Adult Congregate Living Facilities

Site Name	Address	X-COORD	Y-COORD
DESTIN HEALTHCARE AND REHAB CENTER	195 MATTIE M KELLY BLVD DESTIN FL 32541	1347288.926	511773.598

**City of Destin****Section 5.02.03.05 Public Works Facilities**

Site Name	Address	X-COORD	Y-COORD
DESTIN WWTP	18 INDUSTRIAL PARK LN DESTIN FL 32541	1344458.256	512361.113

Section 5.02.03.06 Rapid Impact Assessment Team Reference Points

Site Name	Address	X-COORD	Y-COORD
CRYSTAL BEACH	3310 SCENIC HWY 98 DESTIN FL 32541	1364138	507543.999
DESTIN AIRPORT	1001 AIRPORT RD DESTIN FL 32541	1347557.508	513580.323
DESTIN ELEM SCHOOL	630 KELLY ST DESTIN FL 32541	1340781.28	515335.472

Section 5.02.03.07 Helicopter Landing Zones and Possible Staging Areas

Site Name	Address	X-COORD	Y-COORD
CRYSTAL BEACH MEDICAL PLAZA	36500 EMERALD COAST PKWY DESTIN FL 32541	1370002.535	508393.95
HENDERSON BEACH STATE RECREATION	17000 EMERALD COAST PKWY DESTIN FL 32541	1354682.148	509413.157

Section 5.02.03.08 Disaster Recovery Centers/Comfort Stations/Field Clinics

Site Name	Address	X-COORD	Y-COORD
DESTIN COMMUNITY CENTER	101 STAHLMAN AVE DESTIN FL 32541	1334877.091	513442.111
SHORES SHOPPING CENTER	841 HARBOR BLVD DESTIN FL 32541	1343777.772	511221.756

Section 5.02.03.09 Mobile Home Parks and RV Campgrounds

Site Name	Address	X-COORD	Y-COORD
BAY VIEW CAMPING	749 BEACH DR LOT 12 DESTIN FL 32541	1340565.75	518068.625
CEDAR CREST MOBILE HOME PARK	230 SIBERT AVE DESTIN FL 32541	1336375.16	515099.24
DESTIN MARINA TRAILER PARK	7 CALHOUN AVE LOT 10 DESTIN FL 32541	1333747.17	513452.86
DUTYS TRAILER PARK	315 SIBERT AVE LOT 9 DESTIN FL 32541	1336529.50	515798.42

(All such sites are considered to be in a hurricane evacuation area due to their poor wind resistance. Damage Assessment Teams should attempt to visit these areas since damage is likely to be high in a major hurricane)



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Section 5.02.04 Mitigation Actions

The following are a list of mitigation actions performed by the City of Destin through its Comprehensive Plan, Land Development Regulations, and other relative codes and policies to mitigate against each specific hazard. Also listed are the status of each action and which department is responsible for implementing the action.

Section 5.02.04.01 Hurricane and Tropical Storm

1. Support efforts to shutter critical facilities.
2. Ensure the public is informed of pending conditions. (Responsible party: Okaloosa County Public Safety)
3. Enforce Florida Building Codes for new structures. (Florida Building Codes)
4. Ensure communications are wind and electrical-failure resistant to allow for 24/7 communications during the first 72 hours following a disaster. (Responsible party: Okaloosa County Public Safety)
5. Ensure adequate and safe public risk shelters are available in all location in the County to prevent homelessness, including adequate dining facilities and to maintain sanitary conditions. (Responsible party: Okaloosa County Public Safety, private businesses)
6. Promote and support funding that allows for buildings to remain functional before, during and after a hurricane or tropical storm event in order to support the function of Okaloosa County Emergency Management's mandates.
7. Promote public awareness of hurricane and tropical storm hazards. (Responsible party: Okaloosa County Public Safety)
8. Promote ways that private structure owners and landowners can mitigate using governmental or private sector investment. (Responsible party: Growth Management)
9. Ensure communications systems are capable to communicate during and following hurricanes/tropical storms. Also, to include the ability to erect temporary repeaters to restore communications. (Responsible party: Okaloosa County Public Safety)
10. Ensure internet systems are redundant to ensure continued availability of disaster management software throughout the county. (Responsible party: Okaloosa County Public Safety; private businesses)
11. Support activities that educate the public about the dangers of hurricanes/tropical storms. Such activities should be coordinated with the County Public Safety Department, Emergency Management Office. (Responsible party: Okaloosa County Public Safety)
12. City of Destin Comprehensive Plan: Policy 5-1.4.11: Development in Beach/Dune Area. Notwithstanding the land use categories and Policies of the Plan, no development or development activity of any kind, except for dune walkovers, shall be allowed within any area 50 feet landward from the mean high-water line along the Gulf of Mexico. Density may be transferred from this 50-foot protection area, as well as from other natural resources areas (dunes and wetlands) on a one-to-one basis to the buildable portion of the site. (Responsible party: Community Development, FDEP)
13. City of Destin Comprehensive Plan: Policy 6-1.6.3: Implementing General Hazard Mitigation. The LDC shall restrict the density/intensity of development within the coastal high hazard area (CHHA) as denoted on the Future Land Use Map Series. Furthermore, the state and local coastal construction control lines shall be enforced. Performance



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- criteria shall stipulate the need to reduce exposure of human life and property to natural hazards. (Responsible party: Community Development)
14. City of Destin Comprehensive Plan: Policy 6-1.6.4: Hazard Mitigation and Redevelopment. In the event that Destin faces a major disaster or is included in a Presidential Disaster Declaration, the City shall implement the adopted Post Disaster Redevelopment Plan and the interagency hazard mitigation report when adopting a redevelopment plan for the affected areas. Interagency hazard mitigation report shall mean the recommendations of a team of federal, state, regional, or local officials addressing measures that reduce the potential for future flood losses and which is prepared in response to a major disaster or a Presidential Disaster Declaration. The City will amend its local mitigation plan or implement a new program in order to reduce risks of natural disaster and ensure compliance with Federal, State, or regional regulations, imposed on the receipt of Federal monies under the Robert T. Stafford Disaster Assistance and Relief Act, Public Law 93-388. (Responsible party: Community Development)
 15. City of Destin Comprehensive Plan: Policy 6-1.6.5: Coastal Population Densities and Hurricane Evacuation. Within one year from Plan adoption, the City of Destin shall amend the LDC to include administrative procedures ensuring that any development order approved by the City is coordinated with the Okaloosa County Hurricane Evacuation Plan and applicable regional or State hurricane evacuation plans. (Responsible party: Community Development)
 16. City of Destin Comprehensive Plan: Policy 6-1.6.6: Hurricane Evacuation and Roadway Improvements. The City shall promote, to the extent possible, improvements to the critical roadway segments delineated in the Tri-State Hurricane Evacuation Study, U.S. Army Corps of Engineers, 1997 (reference Appendix C of the Study). Promotion of roadway improvements shall be accomplished through the City's participation with the Fort Walton Beach Urban Area Metropolitan Planning Organization (MPO) and the Florida Department of Transportation. (Responsible party: Public Works, Community Development)
 17. City of Destin Comprehensive Plan: Policy 6-1.7.1: Existing Infrastructure in the CHHA. Within two years of Plan adoption, the City shall establish a list of infrastructure facilities located in the CHHA that could be relocated, mitigated or replaced should state funding become available for such activities. Infrastructure is defined as roads, bridges, sanitary sewer facilities, and potable water facilities. The City shall give priority for relocating, mitigating, or replacing infrastructure facilities to the facilities located in the high velocity storm surge areas. (Responsible party: Public Works, DWU, Okaloosa Gas)
 18. City of Destin Comprehensive Plan: Policy 6-1.7.2: Future Infrastructure in the CHHA. The City shall continue to allow infrastructure facilities to be constructed within the CHHA provided that the facilities are necessary to serve the existing and/or future population, and are constructed in a manner that minimizes the impacts from storm events. (Responsible party: Public Works, Community Development)
 19. City of Destin Comprehensive Plan: Policy 6-1.8.1: Restrict Development in CHHA. The City shall continue to allow development within the CHHA; however, the City shall direct population concentrations, including nonresidential development, away from the areas



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- designated as a high velocity storm surge area. Residential development and/or redevelopment in the CHHA shall not exceed the residential densities shown on the Future Land Use Map for that property. (Responsible party: Community Development)
20. City of Destin Comprehensive Plan: Policy 6-1.8.2: Residential Structures within the CHHA. Within the CHHA, the City shall allow no new permanent residential structures, which do not meet the construction standards required by the FDEP if the construction is seaward of the CCCL or by the FEMA construction standards if located within applicable flood zones or Category 1 storm-surge contours. (Responsible party: Community Development)
 21. City of Destin Comprehensive Plan: Policy 6-1.9.1: Emergency Management. Through the City's emergency management department, the City shall manage its local emergency plan and utilize the recommendations provided in the Northwest Florida Hurricane Evacuation Study (July 1999) as well as the Okaloosa County's Comprehensive Emergency Management Plan. (Responsible party: Public Works)
 22. City of Destin Comprehensive Plan: Policy 6-1.9.2: Hurricane Evacuation Logistical Support. To prevent congestion on roads and overcrowding at evacuation centers, the City shall coordinate with Okaloosa County in disseminating information concerning the need for residents to evacuate at various hurricane threat levels. The City shall coordinate with the County and the Okaloosa County Emergency Management Director in assisting implementation of the County's campaign to educate the general citizenry regarding emergency preparedness plans, including specific citizen directives. (Responsible party: County, Public Works, City PIO)
 23. City of Destin Comprehensive Plan: Policy 6-1.9.3: Future Coordination with the County in Emergency Preparedness. To provide for safe and efficient evacuation of the residents of Destin, in the event of a hurricane, the City shall coordinate with Okaloosa County in annually updating the County's Comprehensive Emergency Management Plan. The City shall coordinate with the County in updating hurricane evacuation center assignments as well as other policy formulation surrounding land use and emergency preparedness. This update shall enable the County and incorporated municipalities to plan for future population densities that will neither adversely impact the efficiency of the evacuation plan nor increase evacuation times. The City shall also coordinate with the County in updating hurricane evacuation shelter assignments as well as other policy formulation surrounding land use and emergency preparedness. (Responsible party: Public Works)
 24. City of Destin Comprehensive Plan: Policy 6-1.9.4: Designated Hurricane Evacuation Routes. The City designates Harbor Boulevard/Emerald Coast Parkway and Mid-Bay Bridge as the primary evacuation routes out of Destin as part of its Hurricane Evacuation Plan. (Responsible party: Public Works)
 25. City of Destin Comprehensive Plan: Policy 6-1.9.5: Re-Entry Following a Hurricane Evacuation. The City shall coordinate with Walton County and Okaloosa County Emergency Management Services to coordinate efficient and safe re-entry into the City following a mandatory evacuation. The City's adopted Post-Disaster Redevelopment Plan shall be used as its established program addressing re-entry into the City when



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- destruction and damage to buildings and infrastructure have occurred due to a storm event that resulted in evacuation. (Responsible party: Sheriff's Dept., Public Works, Community Development)
26. City of Destin Comprehensive Plan: Policy 6-1.9.6: Improve Hurricane Evacuation Time. The City shall continue to support programs that reduce evacuation time through improved warning and evacuation notification systems. To improve hurricane evacuation time, the City shall plan the construction of an alternative east/west roadway parallel to and north of Harbor Boulevard/Emerald Coast Parkway. The City shall incorporate this new roadway into its hurricane evacuation plans as an alternative route to Harbor Boulevard/Emerald Coast Parkway in the event an accident, traffic congestion, or flooding limits or prevents use of the highway along any portion from Danny Wuerffel Way to Calhoun Ave. The City shall also coordinate with FDOT regarding available FDOT funds to support construction of a back-up alternative east-west evacuation route for Harbor Boulevard/Emerald Coast Parkway. (Responsible party: Public Works, TPO)
 27. City of Destin Comprehensive Plan: Policy 6-1.9.6: Improve Hurricane Evacuation Time. The City shall continue to support programs that reduce evacuation time through improved warning and evacuation notification systems. To improve hurricane evacuation time, the City shall plan the construction of an alternative east/west roadway parallel to and north of Harbor Boulevard/Emerald Coast Parkway. The City shall incorporate this new roadway into its hurricane evacuation plans as an alternative route to Harbor Boulevard/Emerald Coast Parkway in the event an accident, traffic congestion, or flooding limits or prevents use of the highway along any portion from Danny Wuerffel Way to Calhoun Ave. The City shall also coordinate with FDOT regarding available FDOT funds to support construction of a back-up alternative east-west evacuation route for Harbor Boulevard/Emerald Coast Parkway. (Responsible party: Public Works, TPO)
 28. City of Destin Comprehensive Plan: Policy 6-1.9.8: Hurricane Evacuation Carrying Capacity Study. 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/Emerald Coast Parkway and other evacuation routes leading from coastal areas to the mainland. (Responsible party: Community Development)
 29. City of Destin Comprehensive Plan: Policy 6-1.6.1: CHHA Defined. As defined in Rule 9J-5.003(17), FAC, the CHHA is defined as the areas to be evacuated during a Category 1 storm event as determined by the Northwest Florida Hurricane Evacuation Study. (Responsible party: Sheriff's Dept.)
 30. City of Destin Comprehensive Plan: Policy 6-1.6.2: Hazard Mitigation Management. The City shall continue participate in the County's technical coordinating committee in preparing the hazard mitigation component of the Comprehensive Emergency



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Management Plan. Updates of the Plan shall identify specific actions that may be implemented to reduce exposure to natural hazards. In addition, the City shall enforce more restrictive land use controls within the CHHA than in areas outside of the CHHA, including but not limited to:

- a. Not allowing increases in maximum density as identified in the Future Land Use Map.
- b. Performance criteria within the LDC shall mandate that all development and redevelopment within the CHHA comply with the following regulatory techniques for hazard mitigation:
 - i. State and local regulations establish coastal construction control lines, as well as applicable state and local construction codes regulating construction activity in coastal areas.
 - ii. Surface water management improvements that mitigate against loss of flood plain and comply with adopted surface water management level of service standards for drainage cited in the Public Facilities Element.
 - iii. Publicly funded infrastructure shall not be built within the CHHA unless the facility is for the protection of public health and safety, creation of open space, implementation of beach restoration or shoreline erosion protection programs.
 - iv. Land use controls shall ensure that wetlands are preserved and protected from the adverse impacts of development.
 - v. Dune and beach system restoration including ongoing maintenance of coastal vegetation.
- c. A multi-agency site plan review process shall be initiated to ensure that all proposed development or redevelopment having adverse impacts on water quality, wetlands, shoreline stabilization, natural habitats, fish or wildlife, hurricane evacuation, or other coastal resources, shall be coordinated with County, State, federal, or regional agencies having jurisdiction. A primary function of this review process shall be to effectively reconcile hazard mitigation issues prior to issuance of any development orders. (Responsible party: Community Development)

Section 5.02.04.02 Storm Surge

1. Promote public awareness of storm surge.
2. Ensure the public is informed of pending conditions.
3. Ensure that maps accurately reflect the amount of storm surge, wave and flood action that can occur during hurricanes and tropical storms.



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4. Provide opportunities for property owners to elevate existing structures, move them to higher ground, or to have properties purchased by local governments in order to reduce overall community vulnerability to storm surge.
5. Promote the continued purchase of lands that are at high risk of storm surge, with proper considerations of private property rights and constitutional requirements for just compensation, as appropriate.
6. Ensure roads are designed and engineered for the amount of storm surge that can be expected.
7. Support activities that educate the public about the dangers of storm surge. Such activities should be coordinated with the County Public Safety Department, Emergency Management Office.
8. City of Destin Comprehensive Plan: Policy 6-1.1.10: Protection of Norriego Point. The City shall continue its efforts to preserve and protect Norriego Point, a peninsula separating Destin Harbor from East Pass. All or appropriate portions of Norriego Point under public ownership shall be preserved as a bird rookery. Efforts will include cooperation by the City with the FDEP and U.S. Army Corps of Engineers. The City will continue to monitor the condition of the point and notify both agencies whenever erosion or other activities threaten the Point. The City shall continue to request that spoils materials from dredging East Pass be used to renourish and replenish Norriego Point. (Responsible party: Community Development, Public Works, FEDP)
9. City of Destin Comprehensive Plan: Policy 3-1.3.6: Manufactured Housing Location Principles. Mobile homes shall be prohibited within storm-surge areas of the City and within FEMA 100-year flood areas. Manufactured housing, which does not meet the Federal Highway Administration (FHWA) definition of mobile home, shall be constructed consistent with Florida Standard Building Code and, where applicable within the City, FEMA construction standards. (Responsible party: Community Development)

Section 5.02.04.03 Flooding

1. Ensure all future buildings are constructed to the Florida Building Code. *For NFIP Compliance*
2. Ensure all future buildings are built with a minimum finished floor height of 1' or 2' above (land use zone dependent) the established Base Flood Elevation on the Flood Insurance Rate Maps for those buildings located within the AE Flood Zones. *For NFIP Compliance*
3. Ensure all future buildings built within the V Flood Zones meet the minimum 1' or 2' freeboard requirement (land use zone dependent). *For NFIP Compliance*
4. Ensure all future buildings are built with a minimum finished floor height of 5' above the highest adjacent grade for those buildings located within the un-numbered approximate A Flood Zones. *For NFIP Compliance*



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5. Ensure all future buildings are built with a minimum finished floor height of 1' above the crown of the road, unless a variance is granted by the ~~Public Works~~ Community Development department. *For NFIP Compliance*
6. Ensure roads are designed and engineered for the amount of flooding that can be expected. *For NFIP Compliance*
7. Ensure that all flooding sources are documented and that the public are aware of the existence of such mapping services and products for planning purposes. *For NFIP Compliance*
8. Promote the continued purchase of lands that are at high risk of flooding, with proper considerations of private property rights and constitutional requirements for just compensation, as appropriate. *For NFIP Compliance*
9. Provide opportunities for property owners to elevate existing structures, move them to higher ground, or to have properties purchased by local governments in order to reduce overall community vulnerability to flooding. *For NFIP Compliance*
10. Ensure that all public buildings that serve first response and critical emergency/public needs, including recording/data collection and communication centers/infrastructure, are located outside of flood zones or flood prone areas. *For NFIP Compliance*
11. Ensure communications systems are capable to communicate during and following flood events. *For NFIP Compliance*
12. Maintain status as a NFIP and CRS community by enforcing both the NFIP requirements and additional criteria that exceeds the NFIP for CRS compliance as a class 6 community.
13. Support efforts of the Institute of Food and Agricultural Services (IFAS/County Cooperative Extension Service) and the Natural Resources Conservation Services (NRCS) as it relates to reduction and mitigation of flood hazards to crops and silvicultural operations.
14. Support activities that educate the public about the dangers of flooding. Such activities should be coordinated with the County Public Safety Department, Emergency Management Office. *For NFIP Compliance*
15. Ensure the public is informed of pending conditions. *For NFIP Compliance*
16. City of Destin Comprehensive Plan: Policy 9-1.5.4: Resolving Concurrency Issues. In order to implement § 9J-5.0055 FAC and Objective 9-1.5, the City shall require that all developments obtaining a development order as part of the review process, including building permits, zoning permit, subdivision approval, rezoning, special use, variance, site plan approval, or any other official City action having the effect of permitting a development of land [Cross reference § 163.3164 (7) FAC] shall, at the time the subject application is filed, submit narrative and graphic information which demonstrates that all urban services needed by the proposed development can and will be provided concurrent with the new development. (Responsible party: Community Development)
17. City of Destin Comprehensive Plan: To establish an orderly review process, the City shall include in the adopted LDC specific narrative and/or graphic data and information required at the time an application for comprehensive plan amendment or LDC amendment,



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subdivision or replat, site plan, or building permit is filed with the City. As a minimum, the information shall include, but may not be limited to, the following: Conceptual plan for accommodating stormwater runoff and demonstrated evidence that the proposed drainage improvements shall accommodate stormwater runoff without adversely impacting natural systems or the City's adopted level of service for storm drainage. (Responsible party: Community Development) *For NFIP Compliance*

18. City of Destin Comprehensive Plan: Policy 3-1.3.6: Manufactured Housing Location Principles. Mobile homes shall be prohibited within storm-surge areas of the City and within FEMA 100-year flood areas. Manufactured housing, which does not meet the Federal Highway Administration (FHWA) definition of mobile home, shall be constructed consistent with Florida Standard Building Code and, where applicable within the City, FEMA construction standards. (Responsible party: Community Development)

Section 5.04.04.03 Dam Safety

1. Support efforts that document hazards and risks associated with structural and earthen dams and upkeep. (Responsible party: NWFLWMD)
2. Support efforts that create partnerships with property owners that promote the overall goal of communitywide and stream valley safety. (Responsible party: NWFLWMD)
3. City of Destin Comprehensive Plan: Policy 4-5.1.2: Inspection of Facilities. The City shall continue its periodic inspection program of stormwater control and treatment structures to ensure proper functioning and continue to enforce the maintenance and operation of such structures previously permitted by the City. (Responsible party: Public Works)
4. City of Destin Comprehensive Plan: Policy 4-5.1.3: Maintain Facilities Per LOS Standards. The City shall continue its practice of correcting localized drainage problems so that LOS standards are maintained. (Responsible party: Public Works)
5. City of Destin Comprehensive Plan: Policy 4-5.1. 4: Roadway Drainage Facilities. The City shall require the use of swale drainage on roadways (existing or new) to the maximum extent possible. Perforated pipe shall be used in situations where piping is necessary. The types of soils in these areas shall provide percolation of a 25-year/24-hour storm event within 72 hours. (Responsible party: Public Works)

Section 5.02.04.04 Land Erosion

1. Support efforts that allow public and private sector entities to gain control of problem erosion locations, gullies and rills that reduce unnatural sedimentation accumulation and cutting into natural hillsides and land, and to control coastal erosion where seawalls are necessary. (Land Development Code, NRCS, DEP, ACE)
2. Support efforts that help to eliminate or reduce coastal erosion due to boat/ship wake issues, while weighing the interests of the boating public. (Responsible party: Coast Guard)
3. City of Destin Comprehensive Plan: Policy 5-1.10.3: Construction Activities Consistent with Soil Types Land uses and construction techniques shall be compatible with soil



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conditions specific to the site. Boring and soils test shall be conducted to demonstrate that suspect soils are suitable to accommodate proposed land uses and construction. Any modification to soils must comply with the City's White Sand Protection policies and ordinances. (Responsible party: Community Development, FEDP)

Section 5.02.04.05 Severe Storms

1. Ensure the public is informed of pending conditions. (Responsible party: Okaloosa County Public Safety)
2. Ensure communications systems are capable to communicate during and following severe storms. (Responsible party: Okaloosa County Public Safety, private businesses)
3. Ensure internet systems are redundant to ensure continued availability of disaster management software throughout the county. (Responsible party: Okaloosa County Public Safety)
4. Support activities that educate the public about the dangers of severe storms. Such activities should be coordinated with the County Public Safety Department, Emergency Management Office. (Responsible party: Okaloosa County Public Safety)

Section 5.02.04.05.01 Tornado and Waterspout

1. Ensure communications systems are capable to communicate during and following tornados and waterspouts. (Responsible party: Okaloosa County Public Safety, private businesses)
2. Support activities that educate the public about the dangers of tornados and waterspouts. Such activities should be coordinated with the County Public Safety Department, Emergency Management Office. (Responsible party: Okaloosa County Public Safety)
3. Ensure the public is informed of pending conditions. (Responsible party: Okaloosa County Public Safety)
4. Ensure internet systems are redundant to ensure continued availability of disaster management software throughout the county. (Responsible party: Okaloosa County Public Safety, private businesses)

Section 5.02.04.05.02 Thunderstorms and Lightning

1. Ensure communications systems are capable to communicate during and following thunderstorms and lightning. (Responsible party: Okaloosa County Public Safety, private businesses)
2. Support activities that educate the public about the dangers of thunderstorms and lightning. Such activities should be coordinated with the County Public Safety Department, Emergency Management Office. (Responsible party: Okaloosa County Public Safety)
3. Ensure the public is informed of pending conditions. (Responsible party: Okaloosa County Public Safety)



City of Destin

4. Ensure internet systems are redundant to ensure continued availability of disaster management software throughout the county. (Responsible party: Okaloosa County Public Safety, private businesses)

Section 5.02.04.05.03 Winter Storms

1. Ensure communications systems are capable to communicate during and following winter storms.
2. Support activities that educate the public about the dangers of winter storms. Such activities should be coordinated with the County Public Safety Department, Emergency Management Office.
3. Reduce or eliminate the vulnerability to freezing or provide secondary heating or electrical systems for public facilities.
4. Ensure the public is informed of pending conditions.

Section 5.02.04.06 Heat Wave and Drought

1. Ensure communications systems are capable to communicate during and following heat waves and droughts.
2. Support activities that educate the public about the dangers of heat waves and droughts. Such activities should be coordinated with the County Public Safety Department, Emergency Management Office.
3. Ensure the public is informed of pending conditions.
4. City of Destin Comprehensive Plan: Policy 5-1.2.1: Potable Water Supply. Within two years of Plan adoption, the City shall request that DWU and SWU submit at least on a quarterly basis a status report to the City stating the availability of water capacity and water quality within the DWU system to serve existing development and future connections within Destin. (Responsible party: Community Development)
5. City of Destin Comprehensive Plan: Policy 5-1.2.2: Wellfield Protection Areas. The City shall ensure the protection of potable water supply wells near DWU wellfields by restricting uses within a 300-foot radius surrounding each wellfield to those that do not handle hazardous materials of any type or have the potential to harm the water supply in accordance with Chapters 62-521 and 62-555, F.A.C. The area enclosed within a 300-foot foot distance surrounding each DWU well is designated as a wellfield protection area. (Responsible party: Community Development)
6. City of Destin Comprehensive Plan: Policy 5-1.2.3: Water Resource Caution Area and Water Conservation. Destin is located within a designated Water Resource Caution Area. The City shall support efforts by the NFWFMD, DWU, and SWUS to identify alternative drinking water sources other than the Floridian Aquifer. The City shall also extend cooperation with the water utility companies regarding extension of water transmission mains to inland wellfields. (Responsible party: DWU)



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7. City of Destin Comprehensive Plan: Policy 5-1.2.4: Intergovernmental Coordination for Water Conservation. The City shall cooperate with local, regional, state and federal agencies for the management of fresh water resources to maintain adequate fresh water supplies during dry periods and to conserve water where practicable. (Responsible party: Community Development)
8. City of Destin Comprehensive Plan: Policy 5-1.2.5: Emergency Water Conservation. Destin shall cooperate with DWU and Northwest Florida Water Management District to conserve water resources. (Responsible party: Community Development)
9. City of Destin Comprehensive Plan: Policy 5-1.2.6: Low-Water Tolerant Landscaping. Within one year of Plan adoption, the City will amend the LDC to require new development and redevelopment to use low-water tolerant plant and tree species to fulfill a minimum portion of required landscaping materials to promote regional goals to conserve groundwater. The LDC will also require rain-gauge detection devices be installed with all new irrigation systems permitted by the City. (Responsible party: Community Development)
10. City of Destin Comprehensive Plan: Policy 5-1.2.7: Extension of Gray Water/Re-Use Lines. Within two years of Plan adoption, the City shall coordinate with DWU to encourage the extension of gray water systems and re-use lines to those developed areas of Destin currently not served by such system. If such coordination efforts reveal that extension of reuse lines is not financially feasible for DWU, the City shall investigate potential grant funds administered by state or federal agencies that may be available to assist with the extension of such systems. (Responsible party: Community Development, DWU)

Section 5.02.04.07 Wildfire

1. Ensure communications systems are capable to communicate during and following wildfire events.
2. Ensure the public is informed of pending conditions.
3. Support activities that educate the public about the dangers of wildfire. Such activities should be coordinated with the County Public Safety Department, Emergency Management Office or the local fire department or the Florida Division of Forestry.
4. Require new subdivisions plats and new commercial structures to designed and built to National Fire Codes
5. Support public and private mitigation efforts to provide fire hydrants to locations at risk along the urban/rural interface where water systems exist to provide such services.
6. City of Destin Comprehensive Plan: Policy 3-1.5.2: Maintain Active Code Enforcement. The City shall maintain an active code enforcement program to identify housing accommodations and nonresidential structures that fail to comply with the minimum specification governing building construction, electrical facilities, water and wastewater systems, construction, fire protection, flood prevention, and housing. Where structures fail to meet minimum standard specifications, the City shall duly notice the violation and



City of Destin

stipulate conditions for bringing the structure into compliance. (Responsible Party: Community Development)

Section 5.02.04.08 Beach Erosion

1. Ensure compliance with the Florida Department of Environmental Protection (FDEP) Coastal Construction Control Line (CCCL) regulations that require location of construction a sufficient distance landward of the beach to permit natural shoreline fluctuations and to preserve dune stability. Construction may occur to the extent that the natural storm buffering and protection capability of the dunes is not diminished.
2. The County will encourage activities that protect and rebuild coastal dunes. This will be accomplished by continuing, or supporting the continuation of, activities by private and public agencies for dune restoration purposes, installation of sand fences on public and private properties, and enforcing restrictions regarding the destruction of sea oats and requiring the planting of sea oats by new development in coastal areas. All activities will be coordinated with the Guiding Principles of the Local Mitigation Strategy.
3. Cooperate with the U.S. Army Corps of Engineers and the Florida Department of Environmental Protection to re-nourish public beaches using white sand made available by maintenance dredging of Choctawhatchee Bay, Santa Rosa Sound, or other water bodies within or near Okaloosa County.
4. With respect to acquisition, the County, where feasible, shall protect environmentally sensitive coastal areas unduly threatened by development, through acquisition, establishment of public or private conservation easements, purchase of development rights, or through other available means as deemed appropriate.
5. The County will encourage existing development and require new development to plant or replant native vegetation where appropriate, including seagrass beds and other types of shoreline, aquatic and upland vegetation.
6. Coordinate with the following existing resource protection plans: Choctawhatchee River and Bay S.W.I.M. Plan, Pensacola Bay S.W.I.M. Plan, FDEP Ecosystem Management Plan, West Florida Strategic Regional Policy Plan, Rocky Bayou Aquatic Preserve Management Plan, and the Northwest Florida Resource Management Plan, and the Local Mitigation Strategy.
7. Shoreline armoring should be discouraged in favor of alternative methods of enhancing shoreline stability that minimize erosion and allow for the growth of emergent shoreline grasses.
8. New structures, other than dune walkovers, and structures needed to accommodate conservation and passive recreation uses, are prohibited within the portion of the Coastal High Hazard Area lying within the FEMA V Zone, unless all Department of Environmental Protection Coastal Construction Control Standards and FEMA Special Hazard Area Minimum Construction Requirements are met.



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9. Enforce rigorous development standards consistent with the County's NFIP and the CRS program for flood hazard reduction including: location of buildings landward of the reach of the mean high tide; requirement to elevate structures one (1) foot above base flood elevation as specified on F.E.M.A. maps; anchoring standards to resist flotation, collapse, and lateral movement; prohibiting fill used as structural support in V zones, and; prohibiting alteration of sand dunes which would increase potential flood damage.
10. Public funds shall be expended in the coastal high hazard area only for development that: complies with land use densities/intensities adopted in the comprehensive plan; produces no adverse effects to the surrounding land uses or the environment without approved mitigation plans, and/or; furthers opening up the waterfront to public access.
11. Shoreline development must comply with performance standards that address lot coverage, vegetated buffers, stormwater management, and erosion and sedimentation controls.
12. City of Destin Comprehensive Plan: Policy 5-1.10.1: White Sand Protection Zone. White sand is a designated natural resource within Destin that shall be protected for the purpose of preserving the unique and aesthetic environmental attributes it contributes to the Emerald Coast's renowned coastal beauty, and for its economic attributes to the local tourism economy. Where indigenous white sand is the predominant surface soil, construction activities and fill material used for new development or redevelopment shall not cause or have the potential to cause, through wind and water transport, any alteration to surface soil characteristics resulting from incompatible fill material or landscaping. Map 5-1 identifies the boundaries where White Sand shall be protected from potential adverse impacts generated by site development. (Responsible party: Community Development, FEDP)
13. City of Destin Comprehensive Plan: Policy 5-1.10.3: Construction Activities Consistent with Soil Types Land uses and construction techniques shall be compatible with soil conditions specific to the site. Boring and soils test shall be conducted to demonstrate that suspect soils are suitable to accommodate proposed land uses and construction. Any modification to soils must comply with the City's White Sand Protection policies and ordinances. (Responsible party: Community Development, FEDP)
14. City of Destin Comprehensive Plan: Policy 6-1.1.9: Artificial Reef Program. The City shall continue to support artificial reef programs sponsored by the State and County that create habitat for aquatic species and/or protect Gulf beaches from soil erosion. The City shall continue to cooperate with the U.S. Army Corps of Engineers, the U.S. Fish and Wildlife Service, and the FDEP by providing inspection services for artificial reef materials and continue to ensure that such materials are suitable for use as artificial habitats in the Gulf and Bay. (Responsible party: Public Works)
15. City of Destin Land Development Code: Policy 6-1.3.1: Reduce Shoreline Erosion through the Land Development Code. The City shall continue to enforce its Shoreline Protection Ordinance. No native vegetation shall be removed from the coastal or wetland shoreline without a duly authorized permit from the city and state agencies, as applicable.



City of Destin

- Development along the shoreline shall revegetate, stabilize, and enhance damaged vegetative shorelines by planting native vegetation which contribute to fish and wildlife habitat, marine productivity and water quality, offer protection from erosion and flooding, contribute to the natural soil building process. (Responsible party: Community Development)
16. City of Destin Comprehensive Plan: Policy 6-1.3.3: Coastal Vegetation. No vegetation shall be removed unless the applicant agrees to a mitigation plan to ensure that revegetation occurs. Appropriate federal and/or state agencies having jurisdiction shall approve the mitigation plan and establish the appropriate revegetation ratio. Hardening of the shoreline with bulkheads or other similar devices shall not be allowed without proper permits. (Responsible party: Community Development)
 17. City of Destin Comprehensive Plan: Policy 6-1.3.4: Coastal Revegetation Programs. The City shall continue to support programs administered by the FDEP to plant coastal vegetation and sea oats along shoreline beaches. The City shall also annually evaluate available state grant funds to assist revegetation activities along the City's shoreline.
 18. City of Destin Comprehensive Plan: Policy 6-1.3.5: Beach Renourishment Programs. The City shall continue to support the FDEP's Beach Erosion Control Plan. The City shall annually evaluate available grant funds administered by the FDEP for beach restoration and renourishment. The City shall also request that the Okaloosa County Tourist Development Council (TDC) and the Okaloosa County Board of County Commissioners dedicate annual revenues to beach restoration and coastal vegetation replanting within the Destin area. (Responsible party: CM Office, Public Works)
 19. City of Destin Comprehensive Plan: Policy 6-1.3.6: Artificial Reef Programs. The City will continue to support State programs to create near-shore artificial reefs that reduce shoreline erosion. (Responsible party: Public Works, CM Office)
 20. City of Destin Comprehensive Plan: Policy 6-1.3.8: Erosion Impacts Generated by Motorized Watercraft. Where the City experiences shoreline erosion from wave impacts generated by watercraft operating within near shore areas and within bayous, coordination will occur with the State Office of Waterway Management regarding establishment of no wake zones, watercraft speed limits, or boating restrictions within the affected shoreline areas. For areas where existing boating restrictions are posted, the City will coordinate with State Office of Waterway Management regarding increased enforcement activities. (Responsible party: Community Development)
 21. City of Destin Comprehensive Plan: Policy 6-1.3.9: Sand Deposits at Norriego Point. The City shall continue to coordinate with the U.S. Army Corps of Engineers regarding depositing sands dredged from East Pass onto Norriego Point. (Responsible party: Community Development, Public Works, CM)
 22. City of Destin Comprehensive Plan: Policy 6-1.1.10: Protection of Norriego Point. The City shall continue its efforts to preserve and protect Norriego Point, a peninsula separating Destin Harbor from East Pass. All or appropriate portions of Norriego Point under public ownership shall be preserved as a bird rookery. Efforts will include cooperation by the City



City of Destin

- with the FDEP and U.S. Army Corps of Engineers. The City will continue to monitor the condition of the point and notify both agencies whenever erosion or other activities threaten the Point. The City shall continue to request that spoils materials from dredging East Pass be used to renourish and replenish Norriego Point. (Responsible party: Community Development, Public Works, FEDP)
23. City of Destin Comprehensive Plan: Policy 6-1.5.1: Enforce Development Restrictions Seaward of the CCCL. The City shall coordinate the development review process by forwarding all applications for construction seaward of the Coastal Construction Control Line (CCCL) to FDEP for jurisdictional action. Following such action, any construction permitted by the State shall comply with best management principles and practices for respective activities and shall receive permits from all other public agencies having jurisdiction. (Responsible party: Community Development)
24. City of Destin Comprehensive Plan: Policy 6-1.5.2: Natural Shoreline and Beach/Dune Stabilization. Shoreline development and access shall continue to be restricted in order to preserve the shoreline. Rigid shore protection structures are not permitted except for those structures approved by FDEP or the U.S. Corps of Engineers to protect marine vessel passageways. When beach renourishment projects are needed, the dune system should be restored, as necessary, using natural, indigenous vegetation. (Responsible party: FDEP, Public Works)
25. Policy 6-1.13.2: Beach Renourishment Standards. Any future proposed beach renourishment project shall meet standards of best management practices and shall receive permits from all federal and state agencies having jurisdiction, including the FDEP. (Responsible party: Community Development)
26. City of Destin Comprehensive Plan: Policy 6-1.5.3: Restrictions on Operation of Vehicles on Beaches. The City shall continue to enforce restrictions that prohibit any motorized vehicle upon or over the City's incorporated portion of the beach adjacent to the Gulf of Mexico, excepting mechanical beach cleaning equipment, public safety and emergency vehicles, and vehicles permitted by the FDEP. (Responsible party: FDEP, Sheriff's Dept., Code Enf.)
27. City of Destin Comprehensive Plan: Policy 6-1.5.4: Beach and Dune Systems. Within one year of plan adoption, the LDC shall be amended to require beach and dune system restoration where development is proposed on the adjacent upland to the primary dune system and where breaches are caused in any portion of a dune system. Furthermore, beach and dune system restoration shall be incorporated into the landscape plan required for new development. The property owner is required to maintain and restore beach and dune systems, including all coastal vegetation, occurring within the parcel or lot consistent with the landscape plan. The LDC shall require dune and beach restoration plans as part of the landscape standards. (Responsible party: Community Development)
29. City of Destin Comprehensive Plan: Policy 5-1.5.7: Gulf Shoreline Protection Zone. A Gulf shoreline protection zone commences at the mean high-water line and runs to and



City of Destin

- includes the primary dune system, which is defined according to Section 62B-33.002(17), F.A.C. The following activities shall be prohibited within the Gulf shoreline protection zone:
30. Construction of buildings and structures, except for permitted minor structures authorized by the FDEP; albeit the minimum setback for construction within properties fronting the Gulf of Mexico shall not be less than 50 feet from the line of mean high water.
 - a. Removal of existing vegetation, except as allowed pursuant to an approved FDEP permit;
 - b. Planting of new vegetation except for native, salt-resistant species suitable for beach and dune stabilization;
 - c. Installation of temporary or permanent coastal armoring, as such is defined in Rule 62B-33.002(5), Florida Administrative Code, unless a permit for such armoring has been issued by FDEP, and any other applicable Federal and local requirements have been satisfied, or unless such armoring is authorized by the City's adoption of an emergency resolution pursuant to F.S. § 161.085(3), and any other applicable Federal, State and local requirements have been satisfied.
(Responsible party: Community Development)



City of Destin

Section 5.02.05 Maps

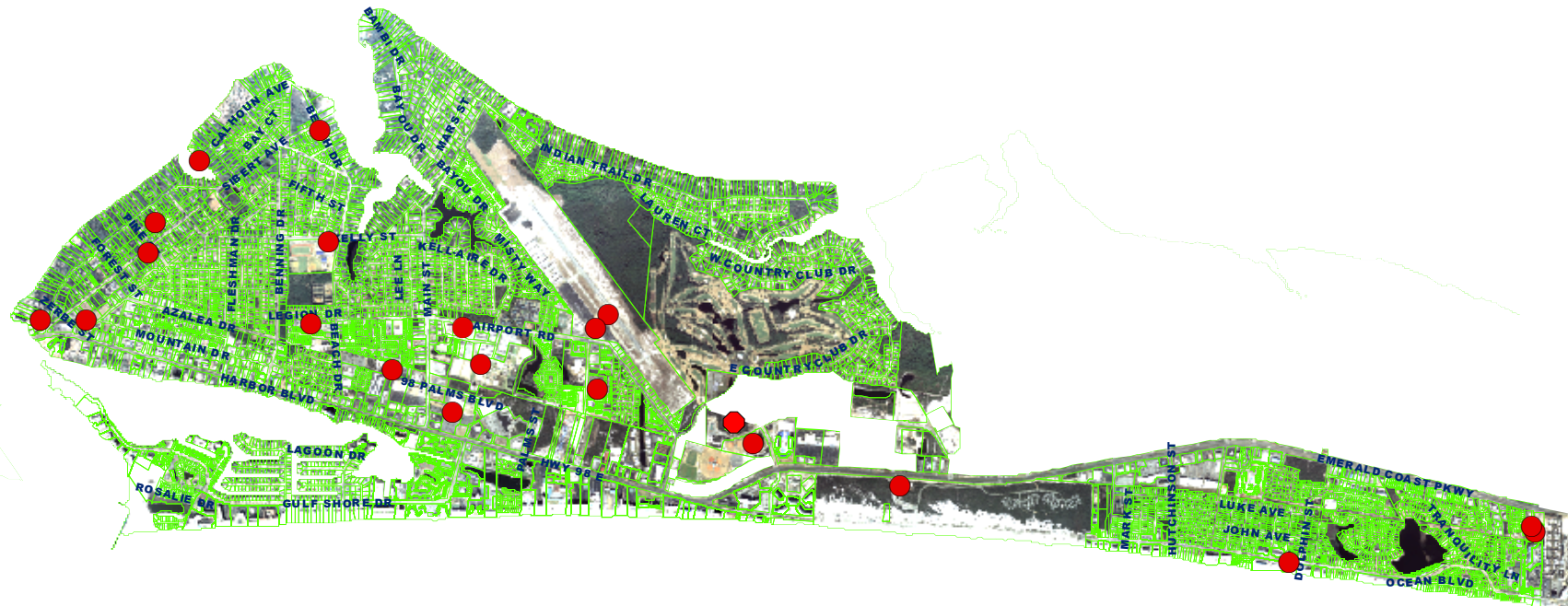
Attached to this page are maps of the City of Destin. They include:

1. Critical Facilities..... 5.02-51
2. Evacuation Zones..... 5.02-52
3. Flood Zones..... 5.02-53
4. Repetitive Loss Properties..... 5.02-54
5. Surge Zones..... 5.02-55
6. Wildfire Level of Concern..... 5.02-56

City of Destin Critical Facilities

- Parcel Lines
- Critical Facilities

Source: Okaloosa County
Public Safety, 2010



MAP PROJECTION:
Lambert Conformal Conic Projection
State plane - Florida North (0903)
NAD 1983 (83), NAVD 1988

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Department of
Growth Management
08/18/2010

City of Destin Evacuation Zones

- Parcel Lines
- Evac Zone A
- Evac Zone B
- Evac Zone C
- Evac Zone D
- Evac Zone E
- Unincorporated

ZONE A = HURRICANE CAT 1

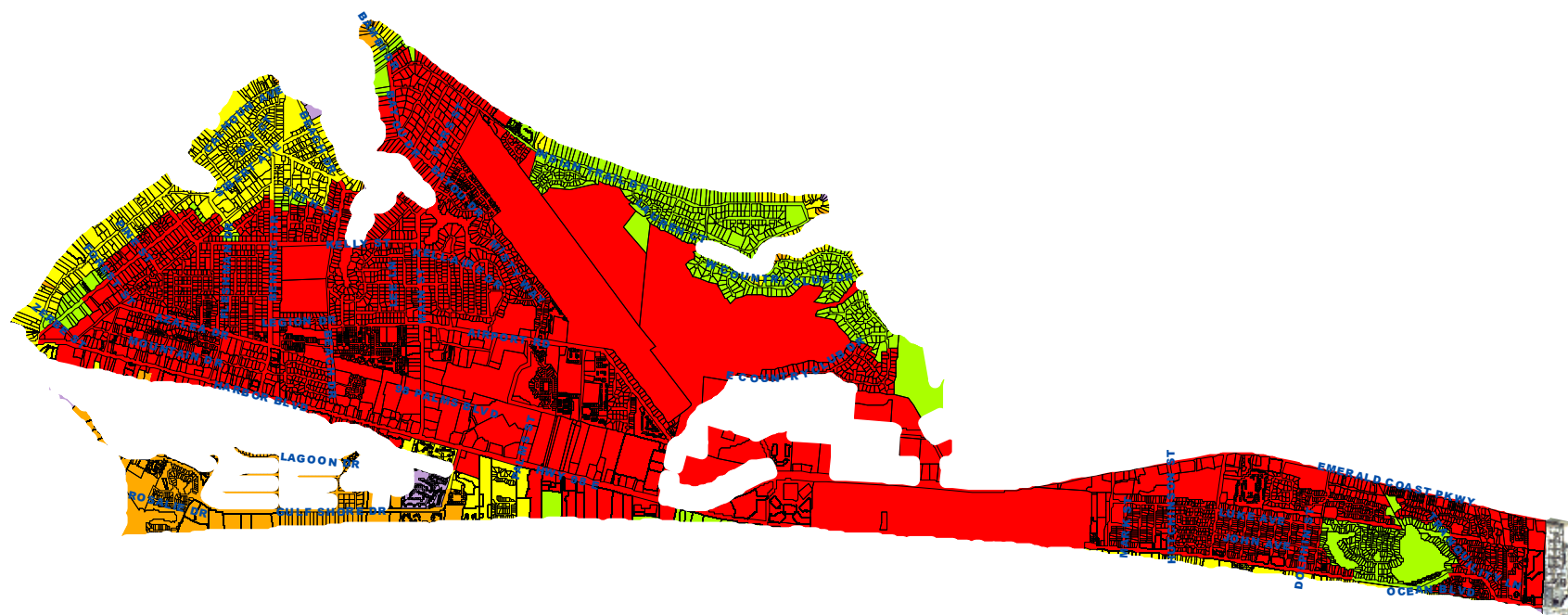
ZONE B = HURRICANE CAT 2

ZONE C = HURRICANE CAT 3

ZONE D = HURRICANE CAT 4

ZONE E = HURRICANE CAT 5

Source: Okaloosa County
Public Safety, 2010



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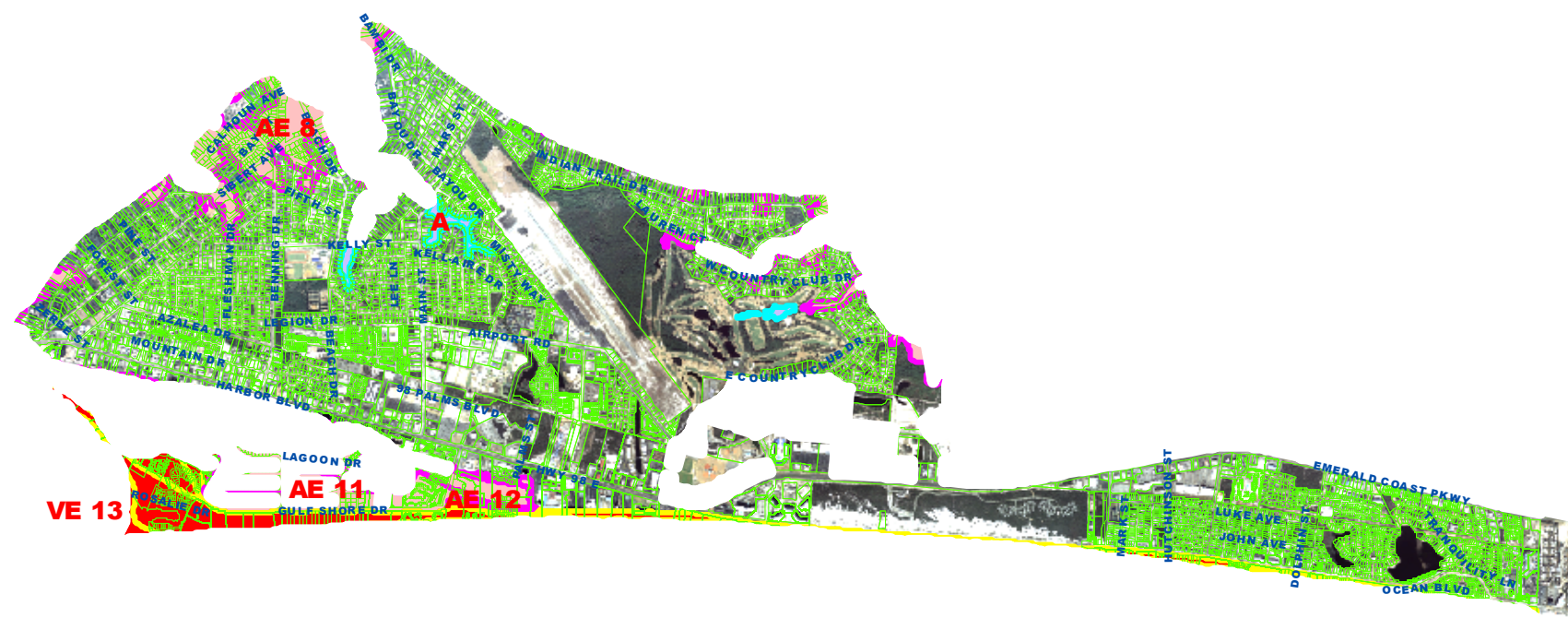


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City of Destin Flood Zones

- Parcel Lines
- X 500 Year Flood Plain
- A 100 Year Flood Plain
- AE 100 Year Flood Plain
- VE 100 Year Flood Plain

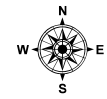
Source: FEMA Map
Service Center,
Dec 6 2002



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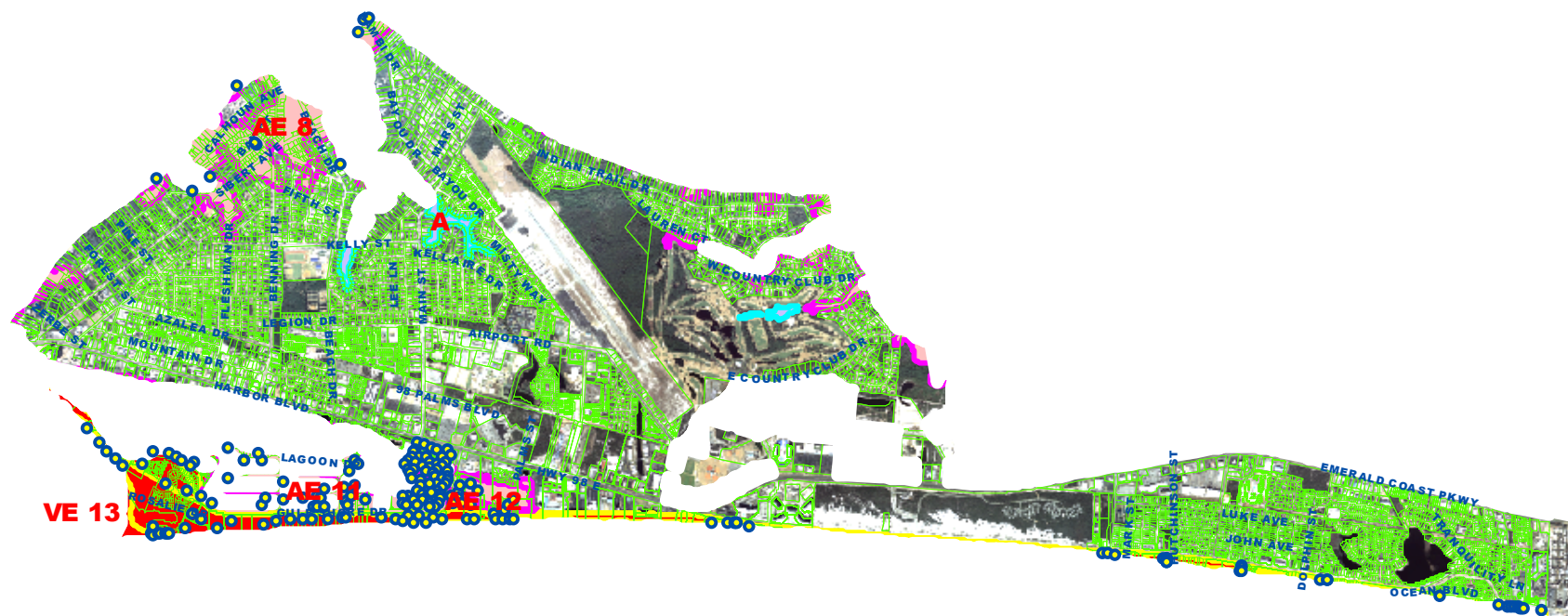


Department of
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08/18/2010

City of Destin Repetitive Loss Properties

- Parcel Lines
- X 500 Year Flood Plain
- A 100 Year Flood Plain
- AE 100 Year Flood Plain
- VE 100 Year Flood Plain
- Base Flood Elevation
in a Floodway
- Repetitive Loss
Properties

Source: FEMA Map
Service Center,
Dec 6 2002



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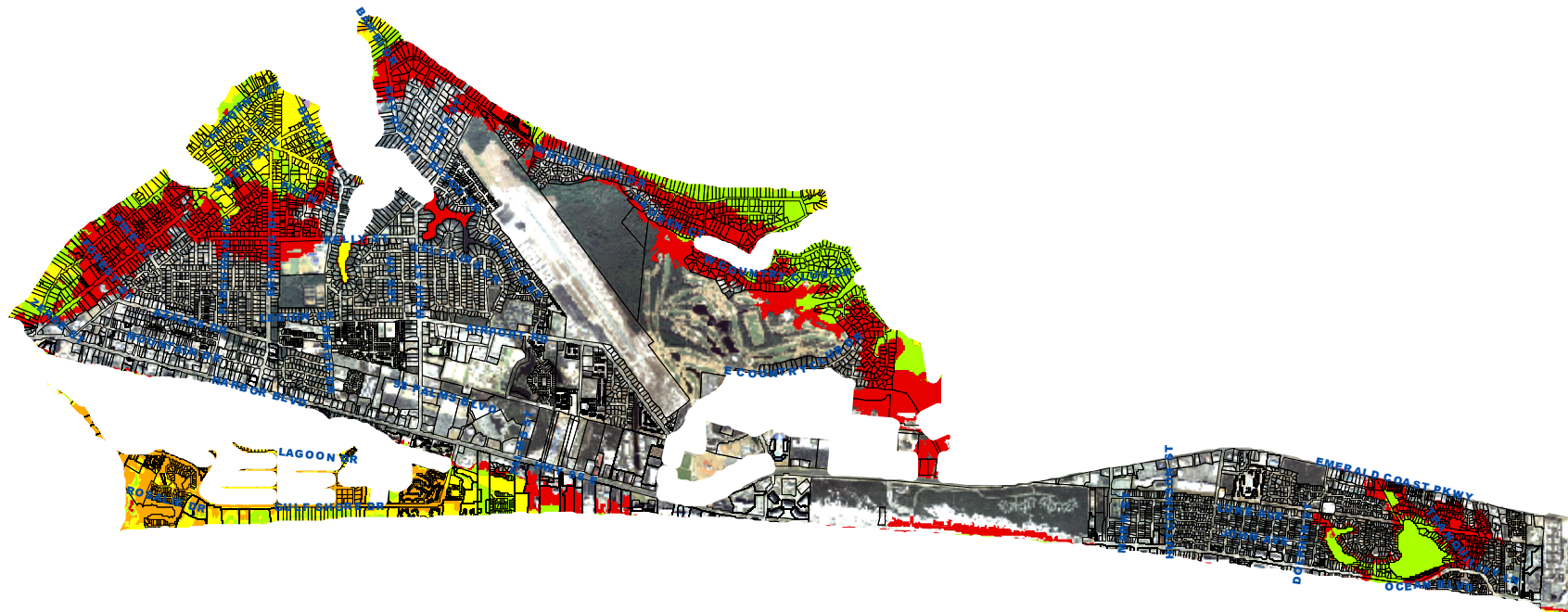


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08/18/2010

City of Destin Surge Zones

- Parcel Lines
- Category 1
- Category 2
- Category 3
- Category 4
- Category 5

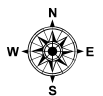
Source: West Florida
Regional Planning
Council, 2010



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08/18/2010

City of Destin Wildfire Level of Concern

Parcel Lines

Level of Concern



Source: Florida Division of Forestry, 2010



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08/18/2010



City of Destin

Section 5.02.06 Post Disaster Redevelopment Plan

Attached to this page is the post disaster redevelopment plan adopted by the City of Destin in November of 2004. This plan is still in effect.



City of Destin

ARTICLE ONE

FORWARD

In 1987, the United Nations General Assembly passed a resolution calling for a decade dedicated to reducing "loss of life, property damage, and social and economic disruptions caused by natural disasters." To assist in preparing for the International Decade for Natural Disaster Reduction, the Secretary-General appointed an international ad-hoc group of experts. In January, 1990, the group's 25 findings and recommendations for immediate and long-term emergency management priorities for the Decade were completed. The following illustrate the direction and intent of the recommendations for the Decade:

- Most of the world views natural disasters with fatalism. This attitude is wrong and must be changed. Societies, communities, and individuals, prepared through education, training, policy and legislation, and investment can be both disaster resistant and disaster resilient.
- Re-orient government thinking to integrate pre-disaster planning into the mainstream of the government policy and decision-making process, including medical preparedness for disasters, improved building codes, and land use planning.

From the United Nations General Assembly comes a mandate to conduct pre-disaster planning for the events during and following a natural disaster. Of all natural disasters, Destin is most vulnerable to hurricanes due to its coastline and its geographic location. The Florida State Land Development Plan (1989) has an objective that all coastal cities will have developed post-disaster redevelopment plans by 1993. Chapter 163, Part II, Florida Statutes; Rule 9J-5, Florida Administrative Code; and Objective 11.A.8 of Destin's Comprehensive Plan each require the City to prepare a Post-Disaster Redevelopment Plan by 1992. This Plan is a continuation of the City's comprehensive planning efforts and is designed to accommodate and complement the requirements of that Plan. The Post-Disaster Redevelopment Plan is not intended to require a revision of the work already documented by emergency management officials and their planning for the immediate recovery phase after a major disaster.

In the aftermath of a hurricane or other major disaster, the ability of local governments to take effective advantage of opportunities to guide redevelopment in a way that reduces exposure to the effects of future disasters will be strongly influenced by the regulatory environment established prior to the event. In the absence of regulations designed for redevelopment following a major disaster, or clear policies relating to reducing development in high hazard areas, the redevelopment patterns post-disaster will be consistent with those pre-disaster. Attempts to mitigate development in high hazard areas are often constrained by the possibility of litigation resulting from restrictions imposed on the development potential of individual properties.



City of Destin

A local government's pursuit of the general health, safety, and welfare constitutes a legitimate legal basis for measures designed to reduce the impact of hurricanes/disasters. The actual application of this principle, however, may still subject that government to legal challenges due to alleged interference with private property rights.

By the same token, the failure of a local government to take appropriate mitigative measures may expose it to judicial findings of negligence, subjecting it to substantial liability for damages actually sustained. This is an important reason for local governments to formulate pre-hazard mitigation strategies together with post-hazard redevelopment plans.



City of Destin

REDEVELOPMENT

ARTICLE TWO INTRODUCTION AND PURPOSE

The City of Destin is periodically threatened by severe weather phenomena: tornadoes, hail storms, flooding, high winds, tropical storms, and hurricanes. A major highway running through the heart of the City and the proximity to major military installations and large bodies of water could cause it to be subject to the effects of man-made disasters (e.g., aircraft or vehicular accidents, radioactive fallout, oil/chemical spills, etc.). Other emergency situations, such as accidents involving hazardous/dangerous materials may also occur. The need for pre-disaster planning is quite clear.

During a major disaster event, many structures will be either damaged or destroyed. The residents of homes will need temporary housing as they pursue financial assistance for repairs or relocation. The City's building division will be besieged with building permit requests. At this point, many questions will arise. Without a process in place, inefficient and inconsistent decision-making may result in poor land use decisions in the turmoil of post-disaster efforts. Coordinated, centralized, informed decision-making, frequent and accurate media communiqués, accurate recordkeeping, and prioritization of recovery activities which are flexible, but never broken, are key points necessary to deal effectively with any catastrophic disaster.

It is recognized that a plan such as this cannot anticipate all of the redevelopment scenarios and problems the City will face. Nor can any local government be expected to anticipate all of the redevelopment scenarios it will face after a major disaster. Recognizing this, it is the goal of this Plan to establish the background of data, requirements, precedence, and sources of information necessary to support and adopt a Post-Disaster Redevelopment Plan and to suggest policies which will guide reconstruction and redevelopment. Thus, this Plan is designed to assist the City when considering alternate policies to guide redevelopment.

Further, it is designed to provide, in cooperation with Federal, State, and County governments, a plan for the purpose of minimizing exposure of human life and public and private property to any type of disaster, whether natural or man-made. Common measures taken to reduce destruction include increasing open space, reducing density and intensity, and limiting public infrastructure and facilities in high hazard areas. Special assessments levied in high hazard areas to cover recovery costs is another possible measure. Pre-and post-disaster planning allows a community to capitalize more fully on mitigation opportunities after a disaster, and when developed and adopted with public involvement prior to a disaster, identifies and alleviates controversial issues that often arise after disasters.



City of Destin

ARTICLE THREE

DEFINITIONS

3.1 Minor Damaged Structure. A structure that can be made habitable in a short period of time with minimal repairs. Damage may include doors, windows, floors, furnaces, water heaters, and other minor structural damages. The indicator for this category is whether the cost of repair is 25% or less of the replacement cost of the structure at the time of damage.

3.2 Major Damaged Structure. A structure that can be made habitable with extensive repairs. Damage may include foundation, roof structure, and major structural components. The indicator for this category is whether cost of repair is greater than 25% and less than 50% of the replacement cost of the structure at the time of damages.

3.3 Destroyed Structures. A structure that is a total loss or damaged to such an extent that repairs are not technically or economically feasible, i.e., 50% or more of the replacement cost of the structure at the time of damage or destruction.

Such a structure experiencing total destruction shall be visibly labeled 'condemned' by a local official. Generally, the Federal Emergency Management Agency (F.E.M.A) requires all private structure damaged greater than 50.5% of their pre-disaster replacement value to be rebuilt to existing codes and regulations, including the non-conforming provisions.

3.4 Damage Assessment Team. The following shall constitute the City's damage assessment team:

CORE GROUP:

- a) Public Works Director /Public Works Department
 - will oversee public damages assessment
- b) Building Inspections Division
 - will oversee private property damage assessment
 - Natural Gas, Electric, Water/Sewer, Communications
- c) Utility Companies Personnel
- d) Local Officials
 - Fire District officials/Okaloosa County Emergency Management personnel/Okaloosa County Sheriff's Dept.



City of Destin

A damage assessment team's function is to assess losses to property immediately after a disaster. These teams should be identified and trained in advance of a disaster so they will be ready when needed. The Building Official shall, within the limits of access, time, and staffing, visibly placard structures that are unsafe for occupancy or use. (See examples in Appendix D.)

FOR HURRICANE LEVELS 3 AND ABOVE, ADD:

- a) Health officials
- b) Red Cross officials
- c) Okaloosa County property appraisers' office
- d) Real estate appraisers
- e) Insurance agency representatives

3.5 Post-Disaster Reconstruction Task Force. A committee composed of the following individuals or their respective designees, reflecting a broad-based representation of community interests:

- a) Building Official
 - Enlists representatives from Okaloosa County property and tax appraisers, insurance agents, utilities inspections
- b) Public Works Director
 - Enlists representatives from Gulf Power, Destin Water Users, Okaloosa Gas, communication and solid waste franchisees, and Department of Environmental Protection
- c) City Manager
 - Enlists representatives from City attorneys, City Council, and Chamber of Commerce
- d) Community Development Director
 - Enlists representatives from Okaloosa County Planning Dept., and Northwest Florida Regional Planning Council and enlists representatives as needed



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e) Emergency Manager

- coordinates with Okaloosa County Emergency Management, Fire District, Sheriff's Department, Public Health Department, Department of Community Affairs, Federal Emergency Management Agency, and all other response agencies; enlists representatives as needed f) Finance Director
- coordinates with city manager, local banks and vendors, and department heads concerning emergency purchasing needs, requirements, and procedures. The Reconstruction Task Force shall be responsible for advising and making recommendations to the City Council on a wide range of post-storm redevelopment and reconstruction issues.

3.6 Coastal High Hazard Area. A coastal high hazard area (or zone) shall be defined, in accordance with Chapter 163 of the Florida Statutes and Rule 9J-5.003 of the Florida Administrative Code, as "the evacuation zone for a category 1 hurricane as established in the regional hurricane evacuation study applicable to the local government."

3.7 Flood Inundation Areas. Areas designated by the regional hurricane evacuation plan as prone to temporary flooding due to storm surge, and requiring evacuation in the event of a 100-year storm or a Category 3 storm event. Rule 9J-5.003 (60) of the Florida Administrative Code.

3.8 Mitigation (Long-Term). Any activities which actually eliminate or reduce the probability of occurrence or the effects of a disaster. It also includes long-term activities which reduce the effects of unavoidable accidents. These activities can occur before, during, and after a disaster and overlap all phases of emergency management. In addition to reducing hazard impacts through mitigative actions and improving preparedness, response and recovery capabilities can also reduce loss of life and property.



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ARTICLE FOUR

PLANNING PHASES

4.1 Comprehensive Planning: Since the Second World War, emergency management has focused primarily on preparedness. But being prepared is only one phase of comprehensive emergency management. The City has the opportunity to plan for emergencies before they strike and to be prepared to aid recovery after a disaster. As a result, the current philosophy in emergency management defines four phases of comprehensive emergency management. They are mitigation, preparedness, response, and recovery. Each phase results from the previous one and establishes the requirements of the next one. Preparedness moves swiftly into response when disaster strikes, and response yields to recovery. Similarly, recovery should trigger mitigation, motivating attempts to prevent or reduce the potential of a future disaster. Finally, the emergency management phases have no beginning or end. The recognition of a threat can motivate mitigation as well as an actual emergency can.

4.1.1 Existing Mitigative Building Construction Requirements: The City has adopted the following codes designed to ensure that construction will withstand high wind conditions, reduce risk of flooding, reduce exposure of infrastructure, and provide barrier protection from storm surges:

- Standard Building Codes;
- Coastal Code (Destin Ordinance 181) implements SSTD 10-93 (Deem to Comply Manual of the Southern Building Code Congress International), requiring structures City-wide to be built to withstand 110-mph winds;
- Flood Damage Prevention (Destin Ordinance 111) adopts FEMA standards; establishes minimum ground floor elevation enhanced standards for coastal construction;
- Destin Ordinance 152, Land Development Regulations, requires: a) underground utilities in new subdivisions b) 25' setback from water's edge on bays, bayous;
- Shoreline Protection Zone (Destin Ordinance 047) prohibits major structures forward of protection zone, prohibits destruction of primary dune, and requires restoration.
- Competency standards for contractors (Destin Ordinance 207) requires contractors to pass Okaloosa County BLOCK exam or be state certified (unless grandfathered).



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4.1.2 Preparedness (To Respond): Preparedness activities are necessary to the extent that mitigation measures have not or cannot prevent disasters. Preparedness activities include the development of response procedures, design and installation of warning systems, exercising emergency operational procedures, and training of emergency personnel.

Training also includes education of public officials, including administrative officials, the Mayor and members of the City Council. In preparedness, governments, organizations, and individuals develop plans to save lives (includes evacuation and re-entry) and minimize disaster damage.

4.1.3 Response (To Emergency): Response activities follow an emergency or disaster. These include, rescue operations, emergency medical/care, shelter programming, and other emergency assistance for casualties. They also seek to reduce the probability of secondary damage and to speed recovery operations.

4.1.4 Recovery (Short and Long Term): Recovery activities begin after the disaster and continue until all systems return to a normal or improved level. These include repairs to roads, bridges, electrical power, water/sewer and other public facilities and activities that stabilize and restore normal service to a community. Short-term recovery may include necessary restrictions to heavily damaged areas in order to protect and safeguard public health *and* emergency response personnel while responders return vital life-support systems to minimum operating standards. Long-term may continue for a number of years and may include the complete redevelopment of damaged areas.

4.2 Redevelopment Planning Policies: Rule 9J-5 of the Florida Administrative Code requires the City to develop goals and policies and a concurrency management system that will ensure mitigation of impacts concurrent with development. It is likely that the City's Capital Improvements Element (CIE), and the level of service documented within, will be rendered ineffective immediately after a hurricane.

Rule 9J-11.006(1)(a)3.c of the Florida Administrative Code provides for emergency amendments to the local comprehensive plan outside of the twice a year amendment procedures. However, it is unlikely that a planning body will be able to assemble the necessary details to submit and adopt an amendment to the comprehensive plan immediately after a hurricane.

Therefore, a procedure which contemplates this must be considered. An emergency ordinance, an enforced re-entry procedure, or a short-term moratorium on building may be implemented. Incorporating the policies of the local government to be exercised in an emergency can legally reinforce planning activities in an emergency situation.



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REDEVELOPMENT

ARTICLE FIVE POTENTIAL MITIGATION POLICIES

5.1 Mitigation Policies: This Article presents a list of potential policies for hazard mitigation. The City acknowledges that often the strongest of mitigative measures is to designate land for conservation, recreation, or open space; however, due to political, legal, and financial repercussions, this may not be feasible.

5.2 Future Development or Redevelopment: The following policies should be instituted for future development or redevelopment in the aftermath of a hurricane or any other type of disaster:

- Changes from residential to commercial uses in order to reduce evacuation needs;
- Reduction in residential density (i.e. from multi-family to single-family);
- Residential redevelopment densities not to exceed pre-disaster development without providing enhanced evacuation methods and routes in order to reduce evacuation times;
- Clustering of development away from the Coastal High Hazard Area (CHHA) to the most protected portions of the lots, including developing new street patterns in an attempt to remove structural and physical patterns which increase the susceptibility of development to the hazards of hurricanes, floods, or other natural disasters;
- Building and rebuilding strictly to current code (including flood insurance standards);
- Relocation of public infrastructure away from the hazard zones;
- Reduction of the pre-disaster density of residential development in the CHHA or flood inundation areas through relocation assistance, zoning incentives, or acquisition of open space as defined by the National Flood Insurance Program;
- Assessment of impact fees for public infrastructure and services in hazard zones;
- Transfer of development rights to reduce density; or



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- Land use amendments reducing the densities in the high hazard areas.

5.2.1 Development Regulation: Several different regulations may be developed to assist local governments in the implementation of hazard mitigation policies and plans:

- If applicable, sand-fencing will be required at time of permitting;
- Waived or reduced permitting fees for structural upgrades that mitigate future hazards/damages.

5.2.1.1 Land Use: A pragmatic approach is one which seeks to reduce the overall quantity of development at risk (such as reducing development density through land-use amendments).

5.2.1.1.1 Conventional Zoning: Reduce the quantity of development exposed.

- Local zoning ordinances must be in accordance with the Comprehensive Plan.
- An increase in the minimum lot size or a reduction in the number of dwelling units permitted per acre would decrease the overall density of development.
- Certain high density uses in high hazard areas can be zoned out and declared non-conforming uses through changes in zoning districts, and, in time, a slow process of land use change might be expected. Land development code language should specify that non-conforming buildings may be rebuilt, but only to current standards.

5.2.1.1.2 Bonus or Incentive Zoning: Developers may be granted additional development density if projects incorporate hazard-reduction features. These features may include the purchasing and deeding of high hazard lands to the public, or the provision of design features which may increase the ability of structures to withstand hurricane forces. However, it may counteract other hazard mitigation strategies to encourage or permit additional densities in coastal hazard areas, even if public amenities and hazard-reduction features are provided as compensation.

5.2.1.1.3 Performance Zoning: This approach sets standards for each zone based on the permissible effects of a development rather than specifically enumerating the types of uses, dimensions, or densities permitted.

5.2.2. Land and Property Acquisition: Public acquisition of land can serve to influence the direction and timing of growth and development in a locality. Outright purchase of land in coastal areas experiencing moderate or high levels of market demand will tend to be prohibitively expensive for most local governments. The locality must be prepared, however, to take advantage of below-market sales after a hurricane when some property owners may wish to vacate the



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hazard area due to the increase in cost of rebuilding.

5.2.3 Transfer of Development Rights (TDR): The basic concept underlying Transfer of Development Rights is that ownership of land includes the right to develop the land, a right which may be separated from other ownership rights and transferred to someone else. Under a mandatory program, a locality would simply zone the hurricane hazard area so that fewer units of development are allowed (or prohibit new development entirely), and the owner of the land within this zone would then be permitted to transfer all or some of this unused development density to parcels outside of the hazard-prone areas or to sell the TRDs on the open market to others who own land in areas designated for development. The local government would then permit increased levels of development in the non-hazard prone zone as a result of transferring extra development rights.

5.2.4 Taxation and Fiscal Incentives: In contrast to the public acquisition of hurricane-prone lands, a taxation policy might seek to reduce development by decreasing the holding costs of open space and vacant lands, in turn reducing the opportunity cost of not developing such lands for more intensive uses.

5.2.5 Special Assessments and Impact Fees: Since storm surge is the most destructive force of any hurricane and causes the most damage, Federal Emergency Management Agency statistics establish that people who build in and inhabit coastal hazard areas impose substantially more costs on the public than those who reside elsewhere. An impact fee could be designed to recoup and mitigate the overall impacts of a project or development on the community at large.

5.3 Capital Facilities and Public Infrastructure Policy: Coastal development-its type, location, density, and timing-is highly influenced by capital facilities, such as roads, sewer and water services, electricity. Such public investments have been aptly termed "growth shapers."

5.3.1 Policies to Prevent Location of Public Facilities in High Risk Areas: A locality can develop a specific set of capital facilities extension policies designed to avoid high hazard areas, thus reducing the amount of development and property which will be attracted to the area and reducing the potential threats to lives and property. This approach can only become an effective deterrent, however, if development in high hazard areas is dependent upon the existence of public facilities.

5.3.2. Relocation or Strengthening of Capital Investments After a Hurricane: It may be possible, if the facilities are sufficiently damaged, that roads and sewers can be rebuilt in areas which are less susceptible to damage from future hurricanes. Even if the facilities are not relocated, they may be repaired and reconstructed in ways that make them stronger or less susceptible to hazards from hurricanes or other disasters. Roads and sewers can be elevated, for instance, and sewer and water lines can be flood-proofed. Also, placing power and telephone lines underground after the hurricane may help ensure safer evacuation when the next hurricane



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threatens.

5.4 Information Dissemination: More informed consumers make more rational and allocable efficient market decisions. This implies the need for an additional set of mitigation strategies which aims primarily at supplementing and enlightening individual market decisions regarding hurricane preparedness, recovery, and redevelopment. Attempts to educate the housing consumer about hurricanes might include brochures and other materials distributed to new and prospective residents of the community, informing them about what to look for in a new home or business (such as elevation and flood-proofing). The dissemination of information on the supply side might take the form of construction practice seminars for coastal builders and developers, introducing both conventional and innovative approaches to building and designing structures, and to siting and planning the orientation of buildings in vulnerable locations.



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REDEVELOPMENT

ARTICLE SIX

DAMAGE ASSESSMENT PROCESS

(Cross-Reference: Destin Disaster Preparedness Plan)

6.1 Damage Assessment. One of the most important parts of Destin's response to an emergency or disaster situation is damage assessment. It is a key step in caring for the long-term needs of the people in the community. The process determines what has happened, what the effects are, which areas are hardest hit, what situations must be given priority, and what types of assistance are needed (e.g. local, state, or federal).

6.2 Damage Assessment Teams. Trained observers will be used to assess damage. This will be accomplished by the local Damage Assessment Team (DAT), reference Article 3, Section 3.4. To conduct an accurate damage survey, local governments must have capable DATs. These teams should be identified and trained in advance of the disaster. The composition will vary depending on the severity, type of damage, and the availability of personnel. Each team should have a team leader who makes sure the team has the proper forms, maps with identified areas marked, and transportation. During joint damage assessment activities involving the State/FEMA, the City should have a team member to match up with State and Federal DAT members at all times.

6.3 Sequence of Events Leading to a Presidential Declaration. Public Law 100-707, the Robert T. Stafford Disaster Relief and Emergency Assistance Act of 1988, which is the authorization for Federal assistance to local or state governments through a Presidential Declaration of an emergency or major disaster, requires "as a condition of any disaster loan or grant made under the provisions of this Act, the state or local government shall agree that the natural hazards in the areas in which the proceeds of the grants and loans are to be used shall be evaluated and appropriate action shall be taken to mitigate such hazards, including safe land use and construction practices, in accordance with standards prescribed or approved by the President after adequate consultation with appropriate elected officials of general purpose local governments, and the state shall furnish such evidence of compliance with this section as may be required by regulation"(FEMA, 1989). The following sections explain how a Declaration is secured and how local governments get involved.



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6.3.1 Local Declaration of Emergency. Local jurisdictions have the authority to declare a local "state of emergency" pursuant to Section 252.38(3)(a)5 of the Florida Statutes. A local state of emergency must be declared prior to requesting response or recovery assistance from the county/state. Doing so informs decision-makers that the emergency situation is beyond the response or recovery capabilities of the local jurisdiction. The State will not initiate the damage assessment process, nor seek a Presidential Declaration for a city that has not declared a local state of emergency.

The enactment of such a declaration would enable municipalities/counties to:

- Enforce re-entry procedures into heavily damaged areas and restrict habitation in those areas until the infrastructure necessary for public health and safety is restored;
- request State assistance, if needed;
- invoke emergency related mutual-aid assistance; and
- waive the procedures and formalities otherwise required of the political subdivision, by law, to respond to the emergency.

These measures pertain to:

- the performance of public works;
- entering into contracts;
- incurring obligations;
- hiring permanent/temporary workers;
- using volunteers;
- securing rental equipment;
- the acquisition and distribution of supplies; and
- the appropriation and expenditure of public funds.



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6.3.2 Initial Damage Assessment. Immediately following a disaster, an initial damage assessment must be performed by the City to assess the impact of the disaster. The Public Works Director will be designated to conduct this generalized, preliminary post-disaster damage assessment and provide it to the City administration within 24 hours. (Appendix A, "Windshield Survey" Form.) This assessment should provide a rough estimate of the type and extent of the damage. Often this will require the coordination of the various municipal and county governments, who will also perform their own damage assessments. Once the information has been generated, it should be transmitted to the city administration by telephone or facsimile and followed up with a submittal of a State of Florida Situation Report Form (Appendix B). Often in the aftermath of a major disaster that has generated obvious, extensive damages, the State and FEMA, upon request, will join the local government in completing the initial damage assessment.

6.3.3 Preliminary State/Local Assessment. In situations where it is not an obvious conclusion that a disaster has had a major impact on the City, the State will initiate a local damage assessment. The action is taken to document the severity of the impact and justify the need to pursue a request for Presidential Declaration. When the damage is of such a magnitude that it would appear a Declaration is imminent, this assessment would be combined with FEMA, thereby eliminating this step and the assessment process. If this step is initiated, local jurisdictions can expedite the process by having the appropriate maps of the damaged areas, personnel, and transportation available to take State damage assessors to affected sites. The more expeditiously the data can be collected, the quicker a potential disaster Declaration can be obtained.

6.3.4 State of Emergency by the Governor. If the City determines the emergency or disaster is beyond its ability to effectively respond, a state of emergency can be declared by the Governor through an executive order or proclamation. The action of the governor will be in support of the local jurisdiction's expressed needs. The Declaration of a state of emergency does the following:

- activates the emergency response, recovery, mitigation phases of the State and local emergency management plans; and
- provides authority for mobilization and deployment of all resources to which the plans refer, pursuant to Section 252.31-60, Florida Statutes, or any other provisions of law relating to emergencies.

6.3.5 Preliminary Federal/State Damage Assessment. Prior to recommending a disaster declaration for the City, FEMA will perform a damage assessment to determine if there are sufficient damages to justify a request for a Presidential Declaration. If it is obvious that there is sufficient damage for such a request, FEMA will be asked to participate in a joint local/State preliminary damage assessment to further substantiate the request. This approach will eliminate the need to conduct separate local, State, and Federal assessments. The data collected during the preliminary damage assessment will be used by the State when preparing the formal request for Federal disaster aid.



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6.3.6 Request for Presidential Disaster Declaration. When State and local resources are inadequate to effectively respond to an emergency or major disaster, Public Law 100-707 allows for Federal assistance through a Presidential Disaster Declaration. This assistance is requested through the Governor if the situation meets the criteria for a Declaration. The Governor submits a written request to the President through the Federal Emergency Management Agency, Region IV, in Atlanta, Georgia. If FEMA concurs with the request, it is sent to the President, who determines whether the request will be approved or rejected. The response is transmitted through FEMA, Region IV, back to the Governor.

6.4 Public and Private Damage Assessment. In the aftermath of a disaster, both public and private damage assessments must be performed because of the corresponding types of Federal/State assistance available. Each type of assessment is designed to quantify the eligible amount of damage a community incurred. Section 404 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act, the Hazard Mitigation Grant Program, creates a new program to fund additional hazard mitigation measures "which substantially reduce the risk of future damage, hardship, loss, or suffering in any area affected by a major disaster." Specifically, this program can be used to relocate susceptible property that was not damaged by a hurricane and prevent it from future damage. Hence, this section provides an opportunity for the disaster area to fund large scale mitigation land use scenarios that previously were not funded by the Federal Emergency Management Agency (FEMA). Section 406 provides an assistance program for public relocation projects such as roadways. Section 406 authorizes "Large In-Lieu Contributions" for public and certain private nonprofit facilities. If the local government or landowner determines that the public welfare would not best be served by repairing, restoring, or replacing the damaged facility, it may elect to receive a contribution not to exceed 65% of the federal contribution of eligible work of repair.

6.4.1 Public Damages. With the expansion of FEMA regulations addressing hazard mitigation assistance for public facilities (Hazard Mitigation Grant Program, section 404), it is more important than ever for local governments to have identified mitigation measures prior to a declaration. This includes any damage incurred by a publicly owned structure or facility. This could include roads, bridges, buildings, utilities, etc. To be eligible, the damages must fall in one of the seven basic categories of eligibility. They include:

Category A Debris Clearance -This includes all storm-induced debris on public roads, including the rights of way; other public property; and private property when undertaken by local government forces. It can also cover the cost of public structure demolition when a structure was made unsafe by the disaster.

Category B Emergency Protective Measures -This addresses a need to provide emergency measures designed to protect life, safety, property, and health. For example, evacuation, traffic control, barricades, etc.



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Category C Road Systems -This includes roads, streets, bridges, culverts, and traffic control devices. The categories of damage might range from some minor damage requiring repairs to complete wash-out or destruction.

Category D Water Control Facilities -This includes dikes, levees, dams, drainage channels, irrigation works, and harbor flushing device.

Category E Public Buildings and Equipment -This includes the damage or destruction to buildings, supplies and/or inventory, vehicles or equipment.

Category F Public Utility Systems -This includes the water system, sanitary sewers, storm drains, light, power, and other utilities.

Category G Other -This includes park and recreational facilities, public facilities under construction, and other public facility damages that do not reasonably fit in one of the six other categories.

6.4.1.1 Public Damage Assessment Reporting. Public damage assessment is performed in the field using Form A (Appendix C). It is used to report the damage done on each individual site. Three individual site entries can be made on each form. Once the public damage information has been collected on Form A, Form B is used to summarize, by category, information gathered at all sites that received damage to public property (Appendix C). Documentation of damages by photograph and video camera should also be compiled at this time.

6.4.2 Private or Business Categories. The purpose of individual damage assessment is to determine the extent to which individuals and private businesses have been impacted by the disaster. There are two basic categories of eligible damage that can be reported and assessed for damages. They include:

Damage to Private or Individual Dwelling-a person whose residence has been damaged by a disaster may qualify for various forms of disaster assistance. Water damage on the interior or wind damage to shingles, windows, or siding are examples. Mobile homes should be included in this category as a separate entry.

Damage to Businesses-privately owned businesses that were damaged or destroyed by the disaster can qualify for individual assistance programs. Businesses include buildings, inventory, and equipment.

6.4.2.1 Individual Assessment Forms. Performing damage assessments to quantify individual loss and suffering is much different from performing public damage assessments. By using the Habitability Assessment Form (Appendix D), the building official and his team are able to document the extent of individual damages to homes and businesses.



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ARTICLE SEVEN

DISASTER RECONSTRUCTION AND REDEVELOPMENT

7.1 Intent: Following a disaster and enactment of a building moratorium, it is the intent of the City to allow rebuilding and redevelopment in an orderly manner. The City will control the issuance of building permits to manage the location, timing, and sequence of reconstruction and repair. It is further the intent of this Article that the City establish, prior to a disaster, a special Reconstruction Task Force as defined in Article 3, Section 3.5 of this Plan. The Task Force will oversee the recovery and reconstruction process and serve as an advisory body to the City Council on reconstruction/redevelopment issues. The main responsibility of this body will be to identify opportunities to mitigate future storm damage through the management of redevelopment standards. To further the intent of this Article, the City will identify and orchestrate various post-disaster reconstruction resources, while at the same time ensuring maximum local controls over the reconstruction and redevelopment process.

7.2 Disaster Reconstruction/Redevelopment: Reconstruction and redevelopment following a disaster address the removal, relocation, or structural modification of damaged structures for both short and long-term repair or replacement. As a condition of any Federal disaster loan or grant, the City shall agree that the natural hazards in the areas in which the proceeds of the grants and loans are to be used shall be evaluated, and appropriate action shall be taken, to mitigate such hazards, including responsible land use and construction practices; thus, indicating a long-term, comprehensive approach to mitigation.

7.2.1 Determination of Damage: A primary task of the local Damage Assessment Team is to identify structures which, as a result of the disaster event, have been damaged. The local Damage Assessment Team will recommend to the City administration those structures which have: 1) been destroyed; 2) received major damage; and 3) received minor damage. The Building Official will then place each structure in one of the above categories.

7.2.2 Declaration of a Building Moratorium: An initial post-storm reconstruction moratorium shall be declared in effect upon the occurrence of both of the following:

7.2.2.1 The City is declared a disaster area by either the Governor of the State of Florida or the President of the United States.

7.2.2.2 The Mayor declares a local "state of emergency" and begins the initial building moratorium when the City Council finds that a moratorium is necessary for the protection of lives, safety, and property; or due to the inability of the City to maintain acceptable levels of public order and service. The City Council, based upon the above finding, may extend the initial moratorium until such time as a state of emergency no longer exists.



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7.2.3 Initial Building Moratorium: Upon the declaration of a building moratorium, the initial post-moratorium shall be in effect for a minimum period of 72 hours. No building permits shall be issued during this time period. After expiration of this initial moratorium, the following moratoria shall apply:

7.2.3.1 Destroyed Structure Moratorium: No building permit shall be issued within thirty (30) days following the expiration of the initial moratorium for the replacement of any structure which has been destroyed, as defined in Section 3.3 of this Plan. All the replacement buildings shall meet the requirements of the current land development codes, Comprehensive Plan, land use map, zoning maps, FEMA Flood Insurance Rate Maps, and all applicable sections of City Ordinances and applicable building codes prior to the issuance of a building permit. Non-conforming land uses destroyed shall be designed and constructed consistent with the current adopted Future Land Use Plan Map, Land Development Code, and building regulations.

7.2.3.2 Major Damaged Structures Moratorium: No building permit for repairs of a major damaged structure shall, as defined in Section 4.2 of this Plan, be issued for at least seven (7) days following the expiration of the initial moratorium. All repairs to a major damaged structure shall meet the requirements of the current land development codes, Comprehensive Plan, land use map, zoning maps, FEMA Flood Insurance Rate Maps, and all applicable sections of City Ordinances and applicable building codes prior to the issuance of a building permit; and will be inspected prior to issuance of Certificate of Occupancy.

7.2.3.3 Minor Damaged Structures Moratorium: Permits for the repair of minor damaged structures, as defined in Section 4.1 of this Plan, may be issued 48 hours following the expiration of the initial moratorium. All repairs to minor damaged structures shall meet the requirements of the current land development codes, Comprehensive Plan, land use map, zoning maps, FEMA Flood Insurance Rate Maps, and all applicable sections of City Ordinances and applicable building codes prior to the issuance of a building permit.

7.2.3.4 Outstanding Building Permits Moratorium: All inspections shall be suspended for a minimum period of thirty (30) days following the expiration of the initial moratorium, unless upon finding by the City Building Official, on a case-by-case basis, with sufficient inspection staff available to adequately inspect the structures, that construction may again resume. All permits issued prior to the disaster event must meet any additional requirements of the current land development codes, Comprehensive Plan, land use map, zoning maps, FEMA Flood Insurance Rate Maps, and all applicable sections of City Ordinances and applicable building codes before building can resume.



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7.2.3.5 Site Plan Review: Site plans which have been submitted to the City prior to the disaster shall not be reviewed by the staff, Planning Commission, Technical Review Committee, or City Council for a period of thirty (30) days following the expiration of the initial moratorium. All submitted dates and review periods shall be adjusted accordingly to reflect a time period covered by this thirty (30) day moratorium.

7.2.3.6 Review Procedures Moratorium: No new site plans, zoning requests, or subdivision plats shall be accepted by the City for a period of thirty (30) days following the expiration of the initial moratorium. All submittal dates and review periods shall be adjusted accordingly to reflect the time period covered by this thirty (30) day moratorium.

7.2.3.7 Duration of Moratorium: All moratoria other than the initial moratorium as in Section 8.2.3 shall be in effect for the length of time described above and may be cancelled or extended by the City Council.

7.2.4 Emergency Repairs: While a moratorium is in effect, no construction or reconstruction activities may be undertaken, except in only minor interior repairs and emergency repairs necessary to prevent injury or loss of life or imminent collapse or other substantial additional damage to the structure. For illustrative purposes only, items that constitute minor repair may include temporary roof repairs to avoid further water damage, minor repairs to steps and a temporary shoring up of a structure to avoid imminent collapse.

7.3 Reconstruction Task Force: The Reconstruction Task Force, created as defined in Section 3.5 of the Plan, shall be activated and mobilized upon the declaration of the initial building moratorium. The Task Force shall advise and make recommendations to the City administration on a wide range of post-storm reconstruction issues; including evaluating the projected workload for managing the recovery and reconstruction process and recommending the hiring of temporary workers or contracting portions of the workload to specialists. The City Manager shall approve or disapprove such recommendations.

7.3.1 Responsibilities of the Reconstruction Task Force: The Reconstruction Task Force's primary function is to receive and review damage reports and other analyses of post-storm circumstances and to compare these circumstances with mitigation opportunities identified prior to the storm to discern appropriate areas for post-storm change and innovation. When needed, the Reconstruction Task Force can review in a more specific fashion alternative mechanisms for bringing these changes about and recommend the coordination of internal and external resources for achieving these ends. The Reconstruction Task Force will use Okaloosa County's adopted Local Mitigation Strategy (LMS) to guide its mitigation proposals. (The LMS is updated yearly by the City of Destin.)



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7.3.2 Review and Mitigative Recommendations: In addition to the responsibilities above, the Reconstruction Task Force shall review the nature of damages, identify and evaluate alternative program approaches for repairs and reconstruction, and formulate recommendations for handling community recovery. The Task Force shall also have the following responsibilities:

- Recommend land use and rezoning changes in areas of damage;
- Recommend reduction in residential density (i.e. from multi-family to single family)
- Change from residential to commercial or mixed use in order to reduce evacuation needs;
- Set a calendar of milestones for reconstruction tasks in conjunction with the City administration;
- Ensure that building and rebuilding is strictly to current code;
- Maintain schedule for repairs to critical water, sewer, and other facilities;
- Recommend the expiration or extension of a moratorium for "major" and "minor" repairs;
- Recommend the expiration or extension of a moratorium for new development;
- Evaluate hazards and the effectiveness of mitigation policy and recommend the amendment of policies if necessary;
- Recommend clustering of development on the most protected portions of lots;
- Initiate recommendations for negotiations for relocation and acquisition of property;
- Recommend relocation of public infrastructure and services in hazard zones; and
- Participate in Federal hazard mitigation planning.

The Task Force shall recommend any changes in subdivision regulations and the land development code; i.e., setback, density, height, elevation requirements, building codes, or any other ordinances or land uses which it deems necessary or advisable to prevent a recurrence of a disaster of this nature. Within the coastal high hazard area, the City shall allow no new



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permanent residential structures that do not meet the construction standards in the current Land Development and Building Codes.

7.3.3 Non-Mitigative Recommendations: The Reconstruction Task Force may also undertake a similar process for non-mitigative local objectives and opportunities. The Task Force may recommend the City Council's consideration for the following specific opportunities:

- enhancement of local recreational and open space opportunities;
- enhancement of public access to the shoreline;
- enhancement and restoration of local natural ecosystems;
- reduction of traffic congestion, noise, and other traffic-related problems;
- enhancement of the long-term economic vitality of the local commercial and industrial base; and
- other objectives which further the stated goals and policies of the City's Comprehensive Plan and Land Development Code.

7.4 Conditions for Issuance of Building Permits: Upon expiration or cancellation of an applicable building moratorium enacted in Section 7.2.2 of this Plan, the following additional requirements, in addition to all applicable land development codes, shall be met prior to issuance of a building permit. Permitting of new development and redevelopment in the coastal high hazard area shall also be in consideration of impacts on hurricane evacuation times.

7.4.1 Destroyed Structures: The following additional requirements must be met prior to the issuance of any building permit for construction of a replacement structure:

- Septic system capped/closed and sewer provided to street frontage of lot, if possible.
- A post-storm survey and site plan, as applicable, of the lot and proposed structure.
- Site plan approval as provided by current applicable Land Development Code, including the location of all property lines.



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- On-site inspection of lot by City Building Official or his representative. *The Building Official shall, after consultation with the Community Development Director, City Engineer, and County Emergency Manager, identify land parcels or lots that are destroyed and replaced by tidal waters and determine if they meet minimum dimensional requirements.
- Water and sewer will be restorable at street frontage of lot.
- Direct, uninterrupted, approved vehicular access to lot.
- Electrical service restorable to building site.
- All debris removed from lot.

7.4.2 Major Damaged Structures: The following additional requirements must be met prior to issuance of a building permit for a major damaged structure:

- A post-storm survey and/or site plan, as applicable, of the lot and structure if there is a proposed increase of footprint of a structure over the pre-storm structure. In addition, the following information shall be provided on a survey/site plan:
 1. the location of all property boundary lines
 2. require the upgrading of non-conforming structures
 3. site plan approval
 4. on-site inspection of lot by City Building Official or his representative
 5. water and sewer will be restorable on street frontage of lot -direct, uninterrupted, approved vehicular access to lot -electrical service restorable to building site
 6. septic system capped/closed and sewer provided to frontage of lot, if possible

7.4.3 Minor Damaged Structures: The following additional requirements must be met prior to



City of Destin

issuance of a building permit to repair a minor damaged structure:

- A post-storm survey and/or site plan, as applicable, of the lot and structure if there is a proposed increase in the footprint of the structure over the pre-storm structure. In addition, the following information shall be provided on the survey/site plan:
 1. the location of all property boundary lines
 2. site plan approval
 3. on-site inspection of lot by the City Building Official or his representative
 4. vehicular access to lot -all debris removed from lot
 5. septic system capped/closed and sewer provided to frontage of lot, if possible.

7.5 Policy on Reconstruction of Roads, Easements, and Infrastructure: Provide public roads, public facilities and services which guarantee to the greatest extent possible the health, safety, and welfare of the community and which do not require future expenditures for the public infrastructure in the Coastal High Hazard Area.

7.5.1 Public Facilities: Repair in place facilities which are essential to the immediate health, safety, or welfare of citizens, or work to provide the impaired service to residents through alternative means. The City shall coordinate the planning and provision of emergency water and sewer services with Destin Water Users and Okaloosa County. This shall include, but not be limited to, executing and entering into local agreements, locating and inventorying existing lines, installing meters, and conducting engineering studies to determine the amount of pressure/capability available as compared to required. In case of an emergency disaster affecting water and sewer facilities, contact the Okaloosa County Emergency Management Director. Also, for emergency water supply to critical areas, contact Destin Water Users and South Walton Utilities.

7.5.2 Public Roads and Easements: Prior to the consideration of an expenditure of public funds for the repair or construction of City roads which are destroyed or damaged by a disaster, the City shall conduct adequate studies and explore alternative solutions, including, but not limited to, abandonment procedures, special assessment, and condemnation.

7.5.3 Infrastructure: No public infrastructure shall be allowed in the coastal high hazard area except for that needed to provide public access to the shoreline, to serve public parks that have been approved by the City, state and federal agencies, and to protect or enhance natural resources. Public expenditures in the CHHA shall be limited to maintaining the existing service



City of Destin

capacity, except for recreation facilities. Provision of water and sewer service at private expense to existing lots of record will be permitted, as long as such provision does not result in conflict with policies for: criteria adopted for determining when structures can be rebuilt; the land development regulations; and the state policy to limit public expenditures that subsidize development permitted in coastal high hazard areas, except for enhancement of natural resources. New sanitary sewer facilities in the coastal high hazard area shall be flood-proofed.

7.5.4 Private Roads and Easements: It shall be the policy of the City not to expend public funds for the repair or reconstruction of any private road or vehicular easement where it is damaged or destroyed as a result of a disaster, except as emergency access for the public health and safety (an emergency protective measure).

7.6 Acquisition of Property: The aftermath of a disaster can present an opportunity to achieve substantial progress in hazard mitigation by the rapid acquisition of land. The City will take advantage of opportunities which may arise to acquire or purchase land following a disaster. To this extent, the City will identify priority areas and will develop decision-making and funding mechanisms to ensure their rapid acquisition. The selection of parcels to be purchased based on a criterion of hazard reduction per dollar spent could maximize the use of public money for such a program. The City shall identify acquisition areas which would satisfy multiple community objectives, including, but not limited to, beach access, open space, parks and recreation sites, historic or scenic areas, or areas for location of City facilities and any other use allowed by law.



City of Destin

ARTICLE EIGHT

FEDERAL ASSISTANCE PROGRAMS AND PROCESS

8.1 Federal and State Disaster Aid Programs. There are a large number of Federal and State programs available to aid in disaster relief and reconstruction. The programs can provide assistance or funds to local government units as well as provide information about assistance that is available to individuals, businesses, families, and non-profit associations. Some programs can only be implemented upon declaration of a major disaster by the President of the United States. Other programs can be made available independently of a Presidential Declaration or a major disaster or emergency.

8.2 Policy. It should be the policy of the City to appoint the Emergency Management/Grants Coordinator to be responsible for:

- determining the types of assistance available to the City and the type of assistance most needed
- assisting in the coordination of Federal disaster recovery efforts
- coordinating Federal and State programs of assistance
- informing the community of types of assistance programs available
- recommending to the Recovery Task Force and the City administration programs which are available to the City and then act as facilitator in securing these programs

8.3 Federal Assistance Process. When all of the eligible public and individual damages have been assessed, and the request for a Presidential Disaster Declaration has been prepared and approved by the President, a variety of Federal programs can be made available to public entities and individuals. These programs are designed to bring a community and its residents back to a pre-disaster condition. It is important to note that there are no longer separate public and individual disaster declarations. When a Presidential Disaster Declaration is approved, both individuals and public assistance are automatically offered. The following is a brief explanation of both types of assistance.

8.3.1 Public Assistance. Public assistance is that part of disaster relief through which the Federal government supplements the efforts of State and local governments to return the disaster area to pre-disaster conditions. These efforts primarily address the repair and restoration of public facilities, infrastructure, or services that have been damaged or destroyed. There are two types of public assistance authorized: "emergency" and "permanent" work. Emergency work includes efforts to save lives, protect property, and maintain operation of essential facilities on a short-term



City of Destin

basis until permanent restoration can be made. Permanent work involves action necessary to repair, restore, reconstruct, or replace public, and certain private non-profit, facilities damaged or destroyed.

Project application for public assistance may be approved to fund a variety of projects that fall within the eligibility categories identified in Section 7.4.1 of this Plan.

8.3.2 Flood Insurance Requirements. One very important element in receiving public assistance are the requirements concerning flood insurance. Public Law 100-707 makes it very clear that all applicants for public assistance must have flood insurance. If they do not have flood insurance at the time of the disaster, eligible cost will be reduced by the maximum amount of flood insurance proceeds that applicant could have received had the facility been fully covered by flood insurance. Also, applicants will be required to commit to maintaining insurance coverage for the total eligible amount of the damages as a condition to receive public assistance. No assistance for any facility will be available in future disasters unless the required insurance has been obtained and maintained.

8.4 Method of Funding. Recent changes have streamlined the funding methods for public assistance programs. Currently, there are two types of grants (funding methods) available that are based on the cost of the project, and two funding options available, either of which can be used under each of the grants. Each grant is explained below.

8.4.1 Large Project Grant. When the total cost to repair or replace eligible public damage is \$48,000 (adjusted annually according to the Consumer Price Index) or more, a large public grant can be secured. Such grants are used to restore public or private non-profit facilities to their pre-disaster condition.

8.4.2 Small Project Grant. When the total cost to repair or replace eligible damage is less than \$48,000, a small project grant can be secured. Once approved, these funds are made totally available at the beginning of the project. At its completion, the applicant certifies that the work is completed. The State will perform a final inspection.

8.5 Funding Options. The following funding options can be used by the applicant if they feel it will benefit their situation. They are designed to give the applicant a greater degree of flexibility. Both options can be used under large or small project grants, and are voluntary.

8.5.1 Alternate Projects. Often, when a community applies for a large or small grant, they will determine that the public welfare would not best be served by repairing, restoring, reconstructing, or replacing a damaged facility. Under the "alternate project" option, the community could receive 67.5% of the original damage estimate for use on: other public facilities, constructing new facilities, or funding hazard mitigation activities. Funds necessary for completing the alternate project would come from local sources.



City of Destin

8.5.2 Improved Projects. When the applicant decides to exceed the original design and value of a damaged facility instead of simply restoring it to its pre-disaster condition, the "improved project" option can be approved. The applicant could receive 87.5% (Federal/State contribution) of the original damage estimate and provide the remaining funds necessary to complete the project.

8.6 Public Assistance Process. The process for securing public assistance for a community site, once a Presidential Declaration has been declared, is described below. The process involves all levels of government at various stages.

8.6.1 Applicants' Briefing (Step 1). As soon as possible following the President's Declaration of an emergency of major disaster, the State Coordinating Officer and the State Public Assistance Officer will coordinate the applicants' briefing at the local level. This meeting acquaints the applicants with the public assistance process and project administration. Appropriate City personnel should attend the applicant's briefing (namely, the Finance Officer and the Emergency Management/Grants Manager), who will:

- know the general location of all disaster damages;
- have the authority to sign for Federal assistance for the City, including the "Notice of Interest" form (Appendix F); and
- be responsible for recording data and maintaining documentation of time, repairs, and costs.

8.6.2 Inspector's Briefing (Step 2). Once Notice of Interest (NOI) forms are collected, they are reviewed to determine the types of public damages applicants have identified. At this point, Damage Assessment Teams (DAT) are formed based on the need expressed in the NOI's. Each DAT should have Federal/State and local membership. These assessors are briefed on their appropriate procedures to do a site-by-site detail damage assessment, and how to prepare a damage survey report.

8.6.3 Damage Survey Report Preparation (Step 3). The DATs are then sent into the field. Each damage site is surveyed and a Project Worksheet is prepared. The FEMA DAT member will prepare the Project Worksheet. The State and local DAT members sign it upon completion, certifying that they concur or do not concur with the scope of work and the estimated repair costs.

8.6.4 FEMA and State Review (Step 4). As the Project Worksheets are prepared, they are reviewed by FEMA and the State Public Assistance Officer for completeness. Problems are discussed in an effort to resolve them prior to FEMA's formal review.

8.6.5 Application Preparation (Step 5). Once the State has approved the Project Worksheets,



City of Destin

a State Project Application is prepared that includes all of these worksheets, and is submitted to the Disaster Recovery Manager (FEMA) for approval.

8.6.6 Advance Funds (Step 6). Once the Project Application has been approved, funds are advanced to the State through a letter of credit. For large project grants, the State then forwards the Federal share of the money (75%) to the approved applicants on a cost reimbursement basis. For small project grants, the entire amount of the proposed project (75% Federal share) is forwarded to the applicant.

8.6.7 Completion of Work (Step 7). When the "large project" is completed, the applicant will submit a Project Summary of Documentation Form to the Department of Emergency Management, along with a request for final inspection. Once the State has reviewed the Documentation Form, a final inspection will be scheduled. When a "small project" is completed, the applicant must submit to the DEM a certification that the work has been completed in accordance with the Project Application. If the total amount of the grant was not used, the applicant can use the remaining funds for other appropriate purposes, subject to State approval.

8.6.8 Final Inspection and Certification (Step 8). The State will perform the final inspection to ensure the project was completed per the scope of work, and certify that the work and cost are in compliance with the provisions of the FEMA/State Agreement.

8.6.9 Final Payment (Step 9). For large projects, once the final inspections are completed and any discrepancies are resolved, the applicant will submit a request for final payment.

8.6.10 Single Audit Act (Step 10). All recipients of public assistance will be audited per the requirements of the Single Audit Act of 1984, Circular OMB A-128.

8.6.11 State Approval of Audit (Step 11). Once the audits are performed, the State must approve the audit report. All audit exceptions and discrepancies will be resolved prior to closing out the project.

8.7 Individual Assistance. After the President signs the disaster Declaration, it is important to inform affected individuals of the programs available to them, and to assist them in obtaining any aid to which they may be entitled. To make it convenient for affected individuals to obtain information and assistance, disaster application centers may be established in each of the declared counties. Representatives of Federal, State, local, and volunteer organizations are then made available at these centers to assist disaster victims applying for assistance. There is a wide range of programs providing disaster assistance to individuals including the following:

8.7.1 Small Business Administration (SBA). Once implemented, the SBA Program can offer low interest loans to individuals, businesses, and farmers for refinancing, repair, rehabilitation or replacement of damaged property (real and personal). A SBA declaration can be independent or



City of Destin

in concert with a Presidential Declaration. There must be a minimum of 25 homes or businesses with 40% or more insured losses and/or 5 businesses with economic or physical losses.

8.7.2 Temporary Housing. In the event of a presidentially declared disaster, a Temporary Housing Program may be authorized in order to meet the housing needs of disaster victims. The program has several components, including:

8.7.2.1 Mortgage and Rental Assistance Program. Applicable for individuals or families who have received written notice of eviction or foreclosure due to financial hardship caused by a disaster.

8.7.2.2 Rental Assistance. Provided to homeowners or renters whose dwelling is determined uninhabitable as a direct result of the disaster.

8.7.2.3 Minimal Repairs Program. Provides money for owner-occupied, primary residences which have sustained minor damage, and are unlivable as a direct result of the disaster.

8.7.2.4 Mobile Homes or Other Readily Fabricated Dwellings. When all other avenues are exhausted, FEMA may initiate the mobile home program. Such homes are moved to, or near, the disaster site and set up. The State of Florida does not have a temporary housing program. Therefore, FEMA will manage the temporary housing program, should it be needed in Florida.

8.7.3 Individual and Family Grant Programs. The Individual and Family Grant Program provides grants up to \$10,000 to help families meet serious needs and necessary expenses that are not covered by other governmental assistance programs, insurance, or other conventional forms of assistance. Financial aid can be provided under the following categories:

- medical expenses
- transportation costs
- home repair
- replacement of essential property
- protective measures
- funeral expenses

75% of the costs are funded by FEMA and 25% by the State and/or the local government. (In



City of Destin

1997, the state of Florida announced that it would match only 12.5% of the costs of a disaster, leaving the local entity to pay 12.5% of the costs in all future disasters.)

8.8 Disaster Unemployment Assistance. Individuals unemployed as a result of a major disaster and not covered by regular State or private unemployment insurance programs, will be eligible for unemployment benefits. The weekly compensation received will not exceed the maximum amount of payment under the Unemployment Compensation Program of Florida, and may be provided until an individual is re-employed, or up to 26 weeks after the major disaster is declared, whichever is the shortest period.

Other individual assistance programs that could be activated, if appropriate, are:

- food coupons (U.S. Department of Agriculture)
- food commodities
- legal services
- crisis counseling
- economic injury loans
- tax information
- emergency conservation measures program
- agriculture assistance
- Veterans assistance
- waiver of penalty for early withdrawal of funds or certain time deposits

8.9 Conclusion. This Section is designed to briefly describe the sequence of events necessary to secure assistance following an emergency or disaster. More detailed information is available by consulting the "Public Assistance" manual prepared by the Florida Department of Community Affairs, Division of Emergency Management, and the State of Florida Peace Time Emergency Plan.



City of Destin

8.10 Additional References. Other sources of reference for emergency management and post-disaster redevelopment include:

- Okaloosa County Comprehensive Emergency Plan
- City of Destin Disaster Preparedness Plan
- State of Florida Mutual Aid documents
- Okaloosa County Long-term Mitigation Strategy
- Code of Federal Regulations 44 (Emergency Management and Assistance)
- 1999 Tri-State Hurricane Evacuation Study

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: April 18, 2022
TYPE OF AGENDA ITEM: Consent Agenda
AGENDA OUTLINE NUMBER: 3.D.

TO: City Council

THRU: Lance Johnson, City Manager

FROM: Louis Zunguze, Community Development Director
Kyle Bauman, City Attorney
Kimberly Kopp, Land Use Attorney

DATE: April 11, 2022

SUBJECT: Proposed Single-Family Residential Marine Construction - 4049 Indian Bayou N Road

I. BACKGROUND: B&W Services, LLC, on behalf of Josh Reiker, has applied for Harbor and Waterways Board review of a residential construction application for one (1) 16' x 4' marginal dock addition to an existing dock, and installation of four (4) pilings for a boatlift, comprising approximately 64 square feet.

II. DISCUSSION:

The applicant requests Harbor and Waterways Board approval for a proposed marine construction project located at 4049 Indian Bayou N, located within Indian Bayou, a Class II Florida Waterbody, and tributary of Choctawhatchee Bay.

The proposed marine construction project meets the requirements of **Article 11.05.00, City of Destin Land Development Code**, including the following sections:

- **11.05.01.A** – Construction of new pilings.
- **11.05.01.C** – Waste Disposal into the Harbor and Waterways of Destin.
- **11.05.01.E** – Fuel discharge into the Harbor and Waterways of Destin.
- **11.05.01.F** – Length of the pier.
- **11.05.01.G** – Piling(s) addition.
- **11.05.01.H, 11.05.01.K** – Mooring of the vessel.
- **11.05.01.L** – Dock construction as navigational hazard.
- **11.05.01.N** – Slip density.
- **11.05.01.T** – Riparian rights of others.

- *11.05.01.Z – Docks parallel to the shoreline.*

COMPREHENSIVE PLAN CONSISTENCY: The proposed marine construction project is consistent with **Coastal Management Element Goal 6-1, Coastal Management Element Objective 6-1.1, and Coastal Management Element Policy 6-1.1.3: Protect Coastal and Estuarine Environmental Quality and the Shoreline.**

A. Link to Strategic Goals / Objectives:

- 1) Enhance Quality of Life
- 2) Enhance and Preserve Heritage and Environment.

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

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

III. CONCLUSION:

The contractor provided a Florida Department of Environmental Protection (FDEP) Self-Certification (File No.: 0412903001EE) for the project. City staff reviewed the application and determined that the plans comply with City Codes and regulations, including ***Section 11.05.01, Marina Siting.***

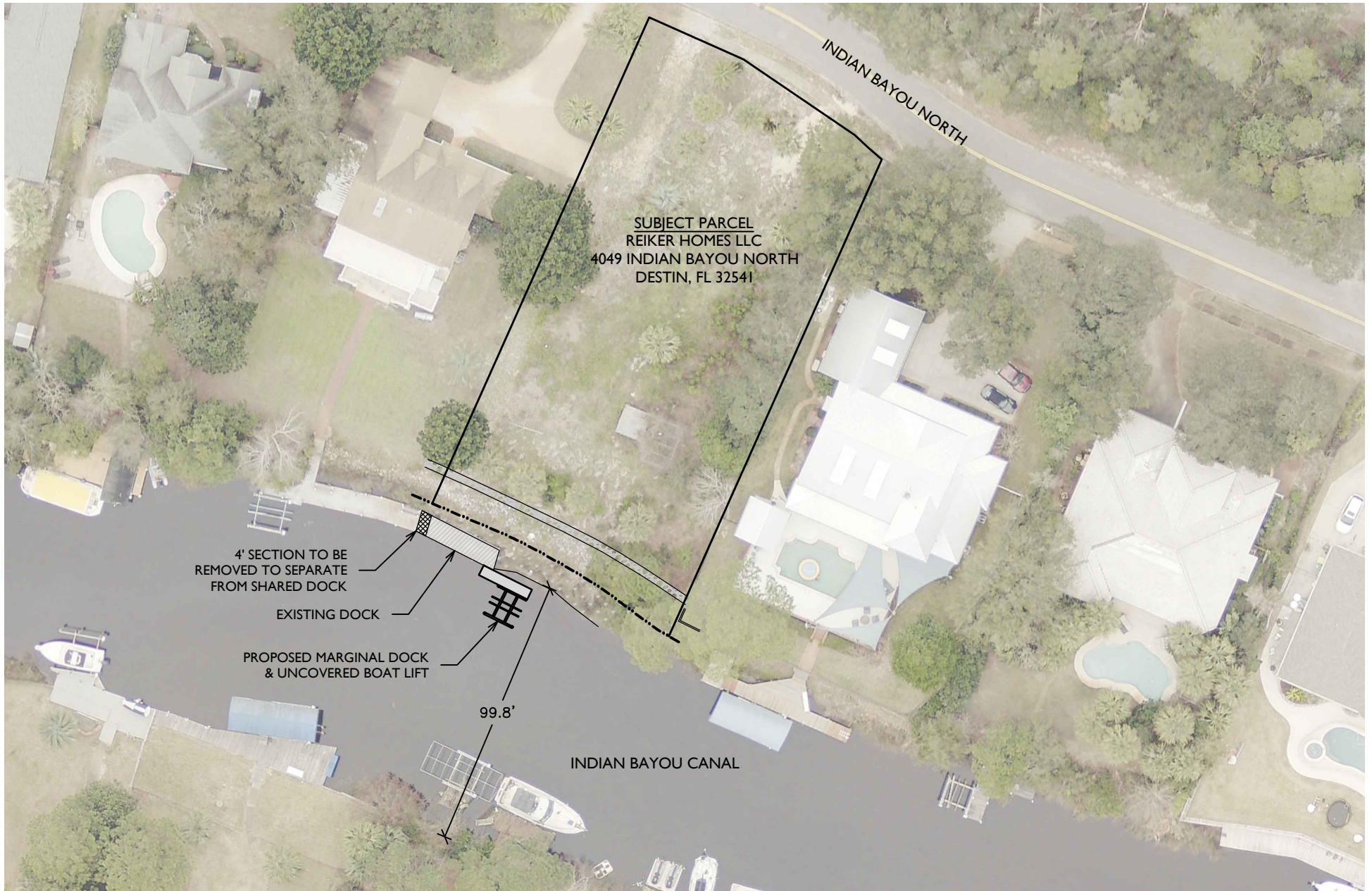
HARBOR AND WATERWAYS BOARD RECOMMENDATION: At the regularly scheduled Harbor and Waterways Board (HWB) meeting on March 28, 2022, the Harbor and Waterways Board unanimously recommended City Council approve the proposed single-family marine construction project located at 4049 Indian Bayou N, subject to the applicant meeting all applicable City permit requirements.

IV. RECOMMENDED MOTION:

I move that the City Council approve the single-family marine construction project located at 4049 Indian Bayou N, subject to the applicant meeting all applicable City permit requirements.

Attachments:

1. 4049 DOCK SKETCH_v1
2. 4049 Indian Bayou DEP_v1



4049 INDIAN BAYOU NORTH

PLAN VIEW DEPICTED ONTO AERIAL

JOB NO.: 2022.009

DRAWN BY: JAT

DRAWING DATE: 02.11.22

SHEET: 1 OF 2

OAKHURST
CONSULTING

JASON@OAKHURSTCONSULT.COM



SUBJECT PARCEL
REIKER HOMES LLC
4049 INDIAN BAYOU NORTH
DESTIN, FL 32541

APPROX. MHWL
PER SURVEY

PROPOSED MARGINAL DOCK
& UNCOVERED BOAT LIFT

LIMITS OF MARSH

EXISTING DOCK

4' SECTION TO BE
REMOVED TO SEPARATE
FROM SHARED DOCK

INDIAN BAYOU CANAL

4049 INDIAN BAYOU NORTH

PLAN VIEW

JOB NO.: 2022.009

DRAWN BY: JAT

DRAWING DATE: 02.11.22

SHEET: 2 OF 2

OAKHURST
CONSULTING

JASON@OAKHURSTCONSULT.COM



Ben Williams

From: no-reply@dep.state.fl.us
Sent: Tuesday, November 23, 2021 7:13 PM
To: Ben Williams
Cc: ERP.SELFCERTS@DEP.STATE.FL.US; SPGP@USACE.ARMY.MIL;
NMFS.SER.PROGRAMMATICREVIEW@NOAA.GOV;
NWD_ERP_APPLICATIONS@FLORIDADEP.GOV
Subject: FDEP ERP Self-Certification Receipt
Attachments: 62bc65e3fc30c2e85f313b75c993e3f.pdf; b3a6915d1be5394b984abba5b7c8d368.pdf;
ProjectDesignCriteria_1_01.pdf



FLORIDA DEPARTMENT OF Environmental Protection

Bob Martinez Center
2600 Blair Stone Road
Tallahassee, Florida 32399-2400

Ron DeSantis
Governor

Jeanette Nuñez
Lt. Governor

Shawn Hamilton
Secretary

Receipt for Submission

SELF-CERTIFICATION FOR A PROJECT AT A PRIVATE, RESIDENTIAL SINGLE-FAMILY DOCK

11/23/2021

Self-Certification File No.: **0412903001EE**

File Name: **4049 Indian Byu N Destin, FL 32541 - Self-Certification Modify With Boat Lift (General)**

Dear **Ben Williams**: On **11/23/2021** you used the Florida Department of Environmental Protection's electronic Self Certification Process to certify compliance with the terms and conditions of the Single-Family Dock ERP Exemption Self Certification Process for a project at private, single-family residence located at:

LAT - Degrees: **30** Minutes: **24** Seconds: **8.4018**
LONG - Degrees: **-86** Minutes: **27** Seconds: **39.8526**
SITE ADDRESS: **4049 Indian Byu N Destin, FL 32541**
COUNTY: **Okaloosa**

For:
Josh Reiker
4049 Indian Bayou N Destin, FL 32541

You have certified that the project you propose to construct at the above location meets all the conditions of the Self-Certification Process. A project that is built in conformance to those conditions (attached for reference) will:

1. Qualify for a regulatory exemption under Section 403.813(1)(b) of the Florida Statutes (F.S.) and Chapter 62-330, Florida Administrative Code (F.A.C.). As such, it is exempt from the need to obtain a DEP Environmental Resource Permit.;
2. Qualify for Consent by Rule or Letter of Consent (as applicable) under Chapter 253, F.S. and Chapter 18-21, F.A.C. (and Chapter 258, F.S. and Chapter 18-20, F.A.C., if applicable), when the project is located on submerged lands owned by the State of Florida.

Your Self-Certification is based solely on the information you provided under this process and applies only to the statutes and rules in effect when your certification was completed. The certification is effective only for the specific project proposed, and only if the project is constructed, operated, and maintained in conformance with all the terms, conditions, and limitations stated in the Self-Certification Process. In addition, any substantial modifications in your plans should be submitted to the Department for review, as changes may result in a permit being required.

You have acknowledged that this Self Certification will automatically expire if:

1. Construction of the project is not completed within one year from the self-certification date;
2. site conditions materially change;
3. the terms, conditions, and limitations of the Self Certification are not followed; or
4. the governing statutes or rules are amended before construction of the project.

Completion of the Self Certification constitutes your authorization for Department or Corps personnel to enter the property for purposes of inspecting for compliance.

Receipt of this Self-Certification constitutes authorization to use sovereignty/state-owned submerged lands, as required by rule 18-21.005, F.A.C.

The authorization must be visibly posted during all construction activities.

In waters that are accessible to manatees, obtain information on your mandatory Manatee Protection sign by [clicking here](#).

FEDERAL STATE PROGRAMMATIC GENERAL PERMIT (SPGP)

You have certified that the project you propose to construct at the above location meets all the conditions of the SPGP Self-Certification Process and will be built in conformance to those conditions (attached for reference). Your proposed activity as certified is in compliance with the SPGP program. U.S. Army Corps of Engineers (Corps) Specific conditions apply to your project, attached. **No further permitting for this activity is required by the Corps. Although the construction period for works authorized by Department of the Army permits is finite, the permit itself, with its limitations, does not expire.**

Notifications to the Corps. For all authorizations under this SPGP VI, including Self-Certifications, the Permittee shall provide the following notifications to the Corps:

- a. Commencement Notification. Within 10 days before the date of initiating the work authorized by this permit or for each phase of the authorized project, the Permittee shall provide a written notification of the date of commencement of authorized work to the Corps
- b. Corps Self-Certification Statement of Compliance form. Within 60 days of completion of the work authorized by this permit, the Permittee shall complete the "Self-Certification Statement of Compliance" form (attached) and submit it to the Corps. In the event that the completed work deviates in any manner from the authorized work, the Permittee shall describe the deviations between the work authorized by this permit and the work as constructed on the "Self-Certification Statement of Compliance" form. The description of any deviations on the "Self-Certification Statement of Compliance" form does not constitute approval of any deviations by the Corps.
- c. Permit Transfer. When the structures or work authorized by this permit are still in existence at the time the property is transferred, the terms and conditions of this permit will continue to be binding on the new owner(s) of the property. To validate the transfer of this permit and the associated liabilities associated with compliance with its terms and conditions, have the transferee sign and date the enclosed form.
- d. Reporting Address. The Permittee shall submit all reports, notifications, documentation, and correspondence required by the general and special conditions of this permit to the following address.
 1. For standard mail: U.S. Army Corps of Engineers, Regulatory Division, Enforcement Section, P.O. Box 4970, Jacksonville, FL, 32232-0019.
 2. For electronic mail: SAJ-RD-Enforcement@usace.army.mil (not to exceed 10 MB). The Permittee shall reference this permit number, SAJ-2015-2575 on all submittals.

This SPGP Self-Certification is based solely on the information you provided under this process and applies only to the statutes and rules in effect when your certification was completed. You have recognized that your certification is effective only for the specific project proposed, and provided the project is constructed, operated, and maintained in conformance with all the terms, conditions, and limitations stated in the SPGP Self-Certification Process. This Self-Certification will not apply if any substantial modifications are made to the project. You agree to contact the Department for review of any plans to construct additional structures or to modify the project, as changes may result in a permit being required.

You have acknowledged that this Self-Certification will automatically expire if:

1. construction of the project is not completed by midnight, July 27, 2026, unless construction commenced or a contract to construct was executed before July 27, 2026, in which case the time limit for completing the work authorized by the SPGP ends at midnight, July 27, 2027. However, in no case can construction continue for more than one year beyond the Self-Certification date;
2. site conditions materially change;
3. the terms, conditions, and limitations of the Self-Certification are not followed; or
4. the governing statutes or rules are amended before construction of the project.

Completion of the Self-Certification constitutes your authorization for Department or Corps personnel to enter the property for purposes of inspecting for compliance.

If you have any questions, please contact your local Department District Office. Contact information can be found at:

https://floridadep.gov/sites/default/files/SLERC_contacts_web_map_01-2017_0.pdf.

For further information, contact the Corps directly at:

<https://www.saj.usace.army.mil/Missions/Regulatory.aspx>. When referring to your project, please use the SPGP Self-Certification file number listed above.

Authority for review - an agreement with the U.S. Army Corps of Engineers entitled Coordination Agreement between the U. S. Army Corps of Engineers (Jacksonville District) and the Florida Department of Environmental Protection State Programmatic General Permit, Section 10 of the Rivers and Harbor Act of 1899 and Section 404 of the Clean Water Act.

ADDITIONAL INFORMATION

This Self-Certification Process does not relieve you from the responsibility of obtaining other permits or authorizations from other agencies (federal, state, Water Management District, or local) that may be required for the project. Failure to obtain all applicable authorizations prior to construction of the project may result in enforcement.

If you have any questions or issues with the attached documents, please contact your local Department District Office:

Northwest District

NWD_ERP_Applications@FloridaDEP.gov

Sincerely,
Florida Department of Environmental Protection.

Attachments:

FDEP Terms and Conditions

SPGP Terms and Conditions

Project Design Criteria



CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: April 18, 2022

TYPE OF AGENDA ITEM: Consent Agenda

AGENDA OUTLINE NUMBER: 3.E.

TO: City Council

THRU: Lance Johnson, City Manager

FROM: Noell Bell, Chief Building Official
Kimberly Kopp, Land Use Attorney

DATE: April 14, 2022

SUBJECT: Proposed Bert Harris Settlement Agreement for 70 Pompano

I. BACKGROUND: On January 21, 2021, the property owner submitted a notice of Bert Harris claim to the City regarding the property at 70 Pompano Street. The claim asserted that the "before" condition of the subject property was to accommodate sixteen (16) guests, but passage of the City's maximum occupancy ordinance (Ordinance 18-29-CC) reduced the occupancy on this property to ten (12) guests.

II. DISCUSSION: The subject structure has four bedrooms and 1,914 heated/cooled square feet. The building official has worked with the property owner to address code compliance issues at the property, and is now able to recommend the City Council approve the requested maximum occupancy of 16. The building official's inspection report is attached to this item in this regard.

A. Link to Strategic Goals / Objectives:

B. Effect on Budget (EOB):

C. Level of Service (LOS):

III. CONCLUSION: Staff recommends approval of the proposed settlement agreement to allow a maximum occupancy of 16 on the property.

IV. RECOMMENDED MOTION: I move to approve the attached proposed settlement agreement.

Attachments:

ITEM # 2022-5118

1. 70 Pompano BHC Inspection Report 2
28 2022
2. 70 Pompano
3. 70 Pompano Bert Harris Claim (1)



BHC-INSPECTION REPORT

City of Destin
Community Development/Building Division
4200 Indian Bayou Trail
Destin, Fl. 32541

DATE OF INSPECTION: February 28, 2022

TYPE OF INSPECTION: Code Compliance – Life Safety re-inspection

PROJECT ADDRESS: 70 Pompano St

INSPECTOR: Bruce Villella

INSPECTION RESULTS: Dwelling has satisfied life safety code compliance violations.

This is a two story 4-bedroom house. The owner is requesting an occupancy of 16. Current STR ordinance would allow an occupancy of 12.

1st floor

bedroom #1 - king bed, sleeps 2

bedroom #2 – bunk room, 2 full over full, sleeps 8

2nd floor

bedroom #3, king bed, sleeps 2

bedroom #4, king bed, sleeps 2

INSPECTION RESULTED IN THE FOLLOW LIFE SAFETY CODE VIOLATIONS:

- 1) All bedroom windows do not meet the required emergency egress size and sill height. (window openings are 15"x33"), (sill height is 46" from floor) – **Corrected and approved**

R310.2Emergency escape and rescue openings.

Emergency escape and rescue openings shall have minimum dimensions as specified in this section.

R310.2.1Minimum opening area.

Emergency and escape rescue openings shall have a net clear opening of not less than 5.7 square feet (0.530 m²). The net clear opening dimensions required by this section shall be obtained by the normal operation of the emergency escape and rescue opening from the inside. The net clear height opening shall be not less than 24 inches (610 mm) and the net clear width shall be not less than 20 inches (508 mm).

Exception: *Grade* floor or below *grade* openings shall have a net clear opening of not less than 5 square feet (0.465 m²).

R310.2.2Window sill height.

Where a window is provided as the emergency escape and rescue opening, it shall have a sill height of not more than 44 inches (1118 mm) above the floor; where the sill height is below *grade*, it shall be provided with a window well in accordance with Section R310.2.3.

- 2) Interior stairway, which is the main egress from the second floor does not comply with code, specifically the handrails and stair risers. (Handrail not at correct height and risers exceed max rise allowed) Handrail Corrected and Approved**

R311.7.5Stair treads and risers.

Stair treads and risers shall meet the requirements of this section. For the purposes of this section, dimensions and dimensioned surfaces shall be exclusive of carpets, rugs or runners.

R311.7.5.1Risers.

The riser height shall be not more than 7³/₄ inches (196 mm). The riser shall be measured vertically between leading edges of the adjacent treads. The greatest riser height within any flight of stairs shall not exceed the smallest by more than ³/₈ inch (9.5 mm). Risers shall be vertical or sloped from the underside of the nosing of the tread above at an angle not more than 30 degrees (0.51 rad) from the vertical.

R311.7.8Handrails.

Handrails shall be provided on not less than one side of each continuous run of treads or flight with four or more risers.

R311.7.8.1Height.

Handrail height, measured vertically from the sloped plane adjoining the tread nosing, or finish surface of ramp slope, shall be not less than 34 inches (864 mm) and not more than 38 inches.

Conclusion: The Occupancy acceptance level is Approved for a Max Occupancy of 16

**THIS INSTRUMENT PREPARED BY
AND AFTER RECORDING RETURN TO:**

Kimberly Romano Kopp, Esq.
Romano Kopp Law, P.A.
P.O. Box 445
Destin, Florida 32541

For Recording Purposes Only

SETTLEMENT AGREEMENT

This Settlement Agreement ("Agreement") is entered into this ____ day of _____, 2022, ("Effective Date") by and between, Ms. Shirley Weinstein. ("Owner") and the City of Destin ("City"), collectively referred to as the "Parties."

RECITALS

WHEREAS, on January 22, 2019, the City enacted Ordinance 18-29-CC, the Short-Term Rental Occupancy Ordinance ("Ordinance"), which limits the occupancy of short-term rental homes to two (2) people per bedroom plus an additional four (4) persons; and

WHEREAS, Owner owns the real property and improvements located at 70 Pompano Street, Destin, FL 32541, as more particularly described in the attached Exhibit "A" (the "Property"); and

WHEREAS, On January 21, 2020, Owner filed a claim with the City, pursuant to the provisions of §70.001, Florida Statutes, the Bert J. Harris, Jr., Private Property Rights Protection Act (the "Harris Act"), alleging that the Property had been inordinately burdened by the adoption of the Ordinance, (the "Claim"); and

WHEREAS, the Harris Act provides for the City to have the ability to enter into a settlement agreement which would have the effect of a modification or variance to the application of a regulation or ordinance as it would otherwise apply to the subject real property, provided the relief granted protects the public interest served by the regulations at issue and is the appropriate relief necessary to prevent the governmental regulatory effort from inordinately burdening the real property; and

WHEREAS, the City has determined that the modifications to the effect of the Ordinance effected by this Agreement protect the public interest served by the Ordinance and are the appropriate relief necessary to prevent the regulatory effect of the Ordinance from inordinately burdening the Property; and

WHEREAS, the Parties now desire to settle and finally resolve all disputes between and among them concerning the Claim.

NOW, THEREFORE, the Parties hereby agree as follows:

1. **Recitals.** The above recitals are true and correct and are incorporated herein by reference.

2. **Occupancy Allowable Under Ordinance.** Owner is hereby granted a variance from the provisions of the Ordinance so that the Owner shall have the right to apply under the Ordinance for a maximum occupancy of sixteen (16) overnight guests at the four (4) bedroom vacation rental property noted above and the City shall grant such occupancy. The right shall continue in perpetuity, regardless of any future changes in ownership, provided that this right shall expire permanently if the Property were to be voluntarily remodeled or voluntarily rebuilt in such a manner as to diminish the number of bedrooms that existed at the date of the Claim.

3. **Development in Accordance with Code.** Notwithstanding any provisions contained herein, the Owner shall at any time have the right and option to remodel, develop, or use the Property in accordance with the applicable ordinances of the City of Destin in effect at the time of application therefor, and this variance shall not be construed as making the Property in any way non-conforming.

4. **Entire Agreement.** The Parties acknowledge that this Agreement constitutes the entire agreement between them regarding the settlement of their dispute and any prior statements, whether oral or written, are merged herein. This Agreement may not be modified or amended without a written instrument signed by the party against whom enforcement is sought.

5. **Duration of Agreement.** This Agreement shall be perpetual and deemed to run with the land, and shall be binding upon and the benefits shall inure to the parties hereto and their respective heirs, devisees, personal representatives, successors and assigns.

6. **Authority.** The signatories to this Agreement are expressly authorized to resolve their dispute as set forth herein and by their signatures here represent and affirm their authority to execute this Agreement.

7. **Governing Law.** The law of the State of Florida shall apply to this Agreement. Any dispute regarding this Agreement shall be litigated exclusively in the courts of Okaloosa County, Florida. The parties expressly consent to such agreed jurisdiction and venue, and waive any objections thereto.

8. **Notices.** Any notice required or permitted to be given hereunder shall be in writing and shall be (i) delivered by hand, (ii) delivered by reputable national or local courier (such as United Parcel Service or Federal Express), (iii) mailed by United States registered or certified mail, return receipt requested and postage prepaid, or (iv) sent by facsimile transmission provided a confirmation of such facsimile transmission is sent the same day by one of the methods of delivery in (i), (ii), or (iii) above. Any

notice shall be addressed to each party at its address as set forth below. Any such notice shall be considered given on the date of such hand delivery, deposit with such courier for same day or next business day delivery, upon receipt of return receipt of certified mail, or receipt of facsimile transmissions, as the case may be, and the time period (if any is provided herein) in which to respond to such notice shall commence on the date of receipt. Rejection or other refusal to accept or inability to deliver because of changed address of which no notice was given shall be deemed to be receipt of the notice. By giving to the other party at least ten (10) days' notice thereof, any party shall have the right from time to time to change the addresses thereof and to specify up to two (2) additional addresses within the United States of America to which copies of notices to it shall be sent. Notice may be given on behalf of any party by such party's counsel. In the event the subject property owner changes, notices shall be addressed to the current owner as indicated in the records of the Okaloosa County Property Appraiser. Otherwise, notices shall be sent as follows:

Each notice shall be addressed as follows:

To City: City of Destin, Florida
 Attn:
 4200 Indian Bayou Trail
 Destin, Florida 32541

With a copy to: City Land Use Attorney
 Romano Kopp Law, PA
 PO Box 445
 Destin, Florida 32541

To Owner: Ms. Shirley Weinstein
 10070 Timberstone Road
 Alpharetta, GA 300227513

9. **Attorney's Fees**. In the event of any action, whether pre-suit, mediation, litigation or appellate proceeding to enforce the terms and conditions of this Agreement, each party to the action shall pay its own attorney's fees and costs incurred therein.

10. **Venue**. Venue over any action to enforce the terms and conditions of this Agreement, including mediation, shall lie solely in Okaloosa County, Florida.

OWNER:

Signature of Witness #1

Shirley Weinstein

Print or type name

Signature of Witness # 2

Print or type name

STATE OF _____

COUNTY OF _____

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the state aforesaid and in the county aforesaid to take acknowledgments, by means of ____ physical presence or ____ online notarization, appeared _____, personally known to me or who has produced _____ as identification, to be the person described in and who executed the foregoing _____ and he/she acknowledged before me that he/she executed same.

Signature of Notary

(NOTARY SEAL)

Print or type name

CITY OF DESTIN

By: _____
Gary Jarvis, Mayor

Date: _____

ATTEST:

Rey Bailey, City Clerk

Date: _____

STATE OF _____

COUNTY OF _____

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the state aforesaid and in the county aforesaid to take acknowledgments, by means of ____ physical presence or ____ online notarization, appeared _____, personally known to me or who has produced _____ as identification, to be the person described in and who executed the foregoing _____ and he/she acknowledged before me that he/she executed same.

Signature of Notary

(NOTARY SEAL)

Print or Type Name

Approved as to form and legality for use and reliance
by the City of Destin, Florida, only.

Kimberly Romano Kopp, Esq.
City Land Use Attorney

Exhibit "A"

Legal Description of Property

Lot 10, Block 5, Crystal Beach, according to the Plat thereof, as recorded in Plat Book 1, Page 17, of the Public Records of Okaloosa County, Florida

January 21, 2020 *Via Hand Deliver*

**City of Destin
c/o Major Gary Jarvis
4200 Indian Bayou
Trail Destin, FL 32541**

**Re: 70 Pompano Street, Destin, FL 32541
Bert J. Harris Claim, §70.001, *Fla. Stat.*, July 1, 2012**

Dear Mayor Jarvis,

We, Erez & Shirly Weinstein, owners of an improved property described as 70 Pompano Street, Destin, FL 32541, owned, utilized and professionally operated this home as a short-term rental property for four and a half (4 1/2) years. The City of Destin has authorized the use of this property as a short-term vacation rental.

The "before" condition of the subject property is a four-bedroom residence able to accommodate sixteen (16) guests as part of the authorized and approved short-term rental use of this property and others within the City. The property layout was specifically designed to support this occupancy with ample unrestricted egress in every area of the house.

By the City of Destin's passage on January 22, 2019 of Ordinance 18-29-CC this property is now restricted to an occupancy of ten (12) guests.¹

The Florida Legislature has passed Section 70.001, *Fla. Stat.*, known as the "Bert J. Harris Jr. Private Property Rights Protection Act as Amended."

Chapter 70.001, *Fla. Stat.*, "*mater alia*", created a separate and distinct cause of action which provides for relief or payment of compensation when a new law, rule, regulation or ordinance of the state or a political entity in the state, as applied, unfairly affects real property. "When a specific action of a governmental entity has inordinately burdened an existing use of real property or a vested right to a specific use of real property, the property owners of that real property are entitled to relief, which may include compensation for the actual loss to the fair market value of the real property caused by the action of government, as provided in this section." *Fla Stat.* §70.001(2).

The owner of the subject property asserts that its actual and existing use of said real property has been inordinately burdened by the City of Destin's adoption and application of Ordinance 18-29-CC by restricting its occupancy to only two (2) persons per bedroom plus four (4).

To that end, this letter should serve as a formal, written claim pursuant to §70.001, *Fla. Stat.*, the Bert J. Harris Jr. Private Property Rights Protection Act as Amended. Attached to this letter is a bona fide, valid appraisal that supports the claim and demonstrates the loss in value to the real property. This appraisal establishes the loss in value of the subject property, as a result of the application of the occupancy limitation of Ordinance 18-29-CC, to be \$235,000.00.

Pursuant to §70.001(4)(c), *Fla. Stat.*, the City of Destin has 150 days to respond to this claim with a written settlement offer. You should consult your counsel as to any other obligations and settlement opportunities contained within this statute.

If no resolution is reached during the statutorily prescribed waiting period, we intend to file suit pursuant to this claim and pursue any other legal remedies for the actions that gave rise to this claim. We explicitly reserves the right to bring any and all legal challenges, appeals and objections with respect to Ordinance 18-29-CC.

Sincerely,

Erez Weinstein

erezwe@gmail.com
(678) 763-4034

Enclosure: Appraisal

¹ The subject property was issued a grandfather certificate on May, 2019, permitting the property to rent to sixteen (16) occupants until May, 2024.

Please use our business mailing address for any written communication:

Erez & Shirly Weinstein
10070 Timberstone Rd
Alpharetta GA 30022
erezwe@gmail.com
M: (678) 763-4034

**MINUTES
REGULAR MEETING
DESTIN CITY COUNCIL
MARCH 21, 2022
CITY HALL ANNEX COUNCIL CHAMBERS
6:00 PM**

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

Destin City Council

Mayor Gary Jarvis

Councilmember Jim Bagby

Councilmember Bobby Wagner

Councilmember Johnny King

Councilmember Dewey Destin

Councilmember Rodney Braden

Councilmember Terésa Hebert

Destin City Staff

Deputy City Manager Webb Warren

Parks & Rec Director Lisa Firth

HR Manager Nicole Rivera

Comm. Dev. Director Louis Zunguze

Deputy Code Compliance Dir. Kris Mercurio

Public Works Director Michael Burgess

Land Use Attorney Kim Kopp

City Clerk Rey Bailey

Public Information Manager Catherine Card

Code Compliance Director Joey Forgione

Finance Director Krystal Strickland

Grants/Project Manager Jeffrey Cozadd

Senior Accountant Rhonda Greene

City Attorney Kyle Bauman

CALL TO ORDER, INVOCATION AND PLEDGE OF ALLEGIANCE

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

AGENDA APPROVAL

The mayor announced that agenda item 1A – “*U.S. Coast Guard Presentation*” has been rescheduled to April 4, 2022.

Councilmember Braden requests Consent Agenda item 3B – “*Replacement of Community Center Foyer Windows & Doors*” be pulled for discussion.

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

1. PROCLAMATIONS / RECOGNITIONS / SPECIAL / PUBLIC PRESENTATIONS / ANNOUNCEMENTS.

A. U.S. Coast Guard Presentation - Lt Steve Browning, US Coast Guard

Presentation rescheduled to April 4, 2022

2. PUBLIC COMMENTS

Mr. Jimmy Perkins, a Destin resident and business owner, stated that there have been a lot of misinformation about livery vessels. The rule states that a boat with more than 6 passengers is considered a livery vessel and no longer a charter boat. There are those who feel they could just put a captain on a boat, call it a bare boat and operate it at the Destin Harbor. He continued that the City of Destin needs to do a better letting people know there is an ordinance that states no bare boats are allowed in the city. Also, no one should be able to rent boats in the city unless they have a Business Tax Receipt (BTR). GetMyBoat.com rents out hundreds of boats on a daily basis. The city should take the appropriate action to shut down this website since they do not have a BTR.

Mr. Cyron Marler, a Destin resident and former city council member, noted that he recently attended a funeral service at the Destin Cemetery. The street noise with very loud vehicles passing by was quite disturbing especially to the family of the deceased. He stated that this issue needs to be addressed, possibly by placing a sign that states “*Quiet, Funeral Service in Progress*” and/or assigning someone to control traffic if there is a funeral service in this area.

Mr. Marler also stated that before he left the council, he and the city’s Public Works Director worked on a plan to have the intersection at Benning Drive, 4th Street, and 1st Street realigned to remedy a line-of-sight problem at that intersection. He stated that this request was turned down by the previous council. He asked the council to follow up with the Public Works Director and take the necessary steps to remedy the situation; adding this is a serious safety issue which could result in a tragedy.

Councilmember Bagby recommends proposed realignment of 1st Street, 4th Street, and Benning Drive intersection be brought before the Public Works/Safety Committee for their review and recommendation to council.

Mr. Virgil May, a Destin resident, discussed the possibility of honoring a long-time little league football and baseball coach Bill Shirah. He stated that Coach Shirah started coaching back in 1976 and that he made several Destin Little League teams a powerhouse for many years. He has invested a lot in the community. He urged the council to start the discussion on how they could honor Coach Shirah in the near future while he is still alive.

3. CONSENT AGENDA

- A. Destin High School Fund Raiser 5k
- B. Replacement of Community Center Foyer Windows & Doors
- C. Single-Family Residential Marine Construction Proposed at 4141 Belcourt Drive (Parcel ID: 00-2S-22-4600-0000-0110)

- D. Single-Family Residential Marine Construction Proposed at 130 Country Club Drive West (Parcel ID: 00-2S-22-4600-0000-0120)
- E. Single-Family Residential Marine Construction Proposed at 4137 Belcourt Drive (Parcel ID 00-2S-22-4600-0000-0120)
- F. Capital Project Status
- G. Operations Financial Report
- H. Budget Transfer for Project EVENT (Multi-Use Center Feasibility Study) to Council Contingency
- I. Approval of minutes of February 22, 2022, Regular City Council Meeting
- J. Approval of minutes of February 17, 2022, City Council Workshop
- K. Draft Minutes of Board and Committee Meetings

Consent Agenda item 3B pulled for discussion.

Motion by Councilmember Hebert, seconded by Councilmember King, to approve Consent Agenda items 3A, 3C thru 3K, as printed above, passed 6-0 (Council members King, Hebert, Bagby, Destin, Wagner, and Braden voted “yes”; Councilmember Schmidt was absent from the meeting).

The council discussed Consent Agenda item 3B - *Replacement of Community Center Foyer Windows & Doors*.

Councilmember Braden stated that the report did not specific why the framing needs to come out. It does not include any stucco work, and interior drywall and painting.

Public Works Director Michael Burgess explained that city staff prepared and advertised an RFB for the replacement of these windows and stucco repair on two separate occasions. Both advertisements garnered no bids or proposals. The city was able to secure a quote from City Glass to replace the windows with hurricane-rated glass units. The city attempted to obtain quotes for this work from two additional local vendors, but neither were able or willing to provide quotes. As far as stucco and interior drywall and painting, if they receive authorization to engage City Glass to replace the foyer windows and doors tonight, staff will start the second phase and secure all additional services that will be required to finish this project.

Councilmember Braden recommends contracting with a company that will perform all the required services instead of piecemealing it. He continued that he has contacted two firms that are interested in bidding but were not aware there was a request for bid out on this project.

Councilmember Hebert moved to readvertise this project and try to secure the services of an eligible general contractor; seconded by Councilmember Wagner. Motion passed 6-0 (Council members King, Hebert, Bagby, Destin, Wagner, and Braden voted “yes”; Councilmember Schmidt was absent from the meeting).

Councilmember Bagby recommends staff contacting Mr. Alan Baggett of Building Industry Association (BIA) for a list of eligible general contractors.

4. CITY MANAGER REPORTS

A. Compensation Study

Deputy City Manager Webb Warren noted that the Destin City Council adopted the 2021 Strategic Plan. This plan had the top and critical priority council objective for the organization to “offer livable wages to attract and maintain high caliber staff.” In 20231, staff and council prepared the FY 2022 budget through a series of annual budget workshops. Council later adopted the FY 2022 budget which allocated \$5.6 million for salaries and \$1.7 million for employee benefits. In FY2022, the Destin City Council reaffirmed to keep the top priority objective as a top and critical priority. In late FY 2021, council authorized Evergreen Solutions to perform a compensation study that council could consider for implementation in mid-FY 2022. Ninety-two percent of employees participated in the survey conducted by Evergreen Solutions.

Dr. Jeffrey Ling of Evergreen Solutions presented the following report:

Evergreen Compensation Study – Market Results

Unadjusted Results (no cost-of-living adjustment)			Adjusted Results (cost-of-living adjusted)		
Minimum	Midpoint	Maximum	Minimum	Midpoint	Maximum
-19.4%	-19.1%	-18.8%	-17.4%	-16.9%	-16.4%

- A negative differential indicates the city is behind at that market position on average
- While cost-of-living adjustments make the city slightly more comparable than an evaluation without an adjustment, the city is significantly behind the market at the minimum, midpoint, and maximum of the range
- When considering benefits, most peers are within +/-1 percent

Compensation Study – Key Recommendations:

- Adopt an adjusted pay plan with fewer pay grades. The newly recommended pay plan has consistent range spreads and progression between the grades
- Reassign pay grades to positions based on internal equity and the market results. Some positions will see larger adjustments than others due to the market response

- Place employees within their newly recommended pay grades. Select an implementation methodology that aligns with the compensation philosophy and financial means of the city

Compensation Study – Implementation Options

- **Compa Ratio** – sets an employee's salary in the recommended range so that their compa ratio is unchanged. Compa ratio is a ratio between an employee's salary and their range midpoint. Therefore, if an employee is at midpoint before the study, they would remain at the midpoint after the study. If they are 5% below the midpoint in their current pay grade, they would be placed 5% below the midpoint of their newly recommended pay range as well.
- **Compa Ratio to Midpoint** – uses the compa ratio methodology but does not adjust employees who are above the midpoint. Therefore, an employee who is at the midpoint currently would remain at the midpoint in their new pay range, but an employee who is 5% above their midpoint currently may fall to the midpoint of their new grade.

Mr. Warren discussed the following options for implementation:

Options for Implementation

Option 1 – COMPA to MID FOR ALL

			*Current Personnel Costs (1 year)	Recommended Personnel Costs (1 year Compa to Mid)	Difference	grades	Current Average Salary	Recommended Average Salary	% increase	
General	32.93	31%	\$ 1,041,749	\$ 1,220,722	\$ 178,973	101-103	\$ 31,640	\$ 37,076	17%	
Specialists Level 1	38.90	36%	1,560,049	1,757,305	\$ 197,256	104-107	\$ 40,104	\$ 45,175	13%	
Specialists Level 2	22.00	20%	1,322,203	1,396,900	\$ 74,697	108-110	\$ 60,100	\$ 63,495	6%	
Sr Specialists	4.00	4%	351,714	390,672	\$ 38,958	111-115	\$ 87,929	\$ 97,668	11%	
Sr Leaders	10.00	9%	980,442	1,068,781	\$ 88,339	111-115	\$ 98,044	\$ 106,878	9%	
Total	107.83	100%	\$ 5,256,157	\$ 5,834,381	\$ 578,223					
			Implementation Cost April-Sept (5 months)		\$ 240,926					
			FY 2022 Budget	\$ 5,666,275			FY 2023 Budget	\$ 5,834,381	\$ 168,106	\$ 58,051
			**YTD Exp/Encumber	4,302,265			FY 2022 Budget	\$ 5,666,275		
			Available Balance	1,364,010			FY 2021 Budget	\$ 4,738,300		
			This Motion	(240,926)			FY 2021 Actuals	\$ 4,254,736		
			Remaining Budget	\$ 1,123,084						

Options for Implementation

Option 2 Straight COMPA FOR ALL

	# of FTEs	% of staff	*Current Personnel Costs (1 year)	Recommended Personnel Costs (1 year Compa)	Difference	grades	Current Average Salary	Recommended Average Salary	% increase		
General	32.93	31%	\$ 1,041,749	\$ 1,259,375	\$ 217,626	101-103	\$ 31,640	\$ 38,250	21%		
Specialists Level 1	38.90	36%	1,560,049	1,825,715	265,666	104-107	\$ 40,104	\$ 46,934	17%		
Specialists Level 2	22.00	20%	1,322,203	1,456,468	134,265	108-110	\$ 60,100	\$ 66,203	10%		
Sr Specialists	4.00	4%	351,714	423,969	72,255	111-115	\$ 87,929	\$ 105,992	21%		
Sr Leaders	10.00	9%	980,442	1,069,165	88,724	111-115	\$ 98,044	\$ 106,917	9%		
Total	107.83	100%	\$ 5,256,157	\$ 6,034,693	\$ 778,535						
			Implementation Cost April-Sept (5 months)		\$ 324,390						
			FY 2022 Budget	\$ 5,666,275				Salaries ONLY	FY23 vs FY22	Future COLA each 1%	
			**YTD Exp/Encumber	4,302,265			FY 2023 Budget	\$ 6,034,693	\$ 368,418	\$ 60,244	
			Available Balance	1,364,010			FY 2022 Budget	\$ 5,666,275			
			This Motion	(324,390)			FY 2021 Budget	\$ 4,738,300			
			Remaining Budget	\$ 1,039,620			FY 2021 Actuals	\$ 4,254,736			

Options for Implementation

Staff's Recommendation - Option 3 – Hybrid of COMPA and COMPA-MID

	# of FTEs	% of staff	*Current Personnel Costs (1 year)	Hybrid Compa/Compa-Mid	Difference	grades	Current Average Salary	Recommended Average Salary	% increase		
General	32.93	31%	\$ 1,041,749	\$ 1,259,375	\$ 217,626	101-103	\$ 31,640	\$ 38,250	21% COMPA		
Specialists Level 1	38.90	36%	1,560,049	\$ 1,825,715	\$ 265,666	104-106	\$ 40,104	\$ 46,934	17% COMPA		
Specialists Level 2	22.00	20%	1,322,203	\$ 1,396,900	\$ 74,697	107-110	\$ 60,100	\$ 63,495	6% MID		
Sr Specialists	4.00	4%	351,714	\$ 390,672	\$ 38,958	111-115	\$ 87,929	\$ 97,668	11% MID		
Sr Leaders	10.00	9%	980,442	\$ 980,442	\$ -	111-115	\$ 98,044	\$ 98,044	0%		
Total	107.83	100%	\$ 5,256,157	\$ 5,853,104	\$ 596,947						
			Implementation Cost April-Sept (5 months)		\$ 248,728						
			FY 2022 Budget	\$ 5,666,275				Salaries ONLY	FY23 vs FY22	Future COLA each 1%	
			**YTD Exp/Encumber	4,302,265			FY 2023 Budget	\$ 5,853,104	\$ 186,829	\$ 58,382	
			Available Balance	1,364,010			FY 2022 Budget	\$ 5,666,275			
			This Motion	(248,728)			FY 2021 Budget	\$ 4,738,300			
			Remaining Budget	\$ 1,115,282			FY 2021 Actuals	\$ 4,254,736			

Staff does not recommend compensation study adjustments for the 10 full time employees that are the top-level managers aside from the normal annual merit and annual COLA increases.

Finance Director Crystal Strickland described the strategy for financial sustainability:

Strategy for Financial Sustainability

ALL FUNDS	ADOPTED BUDGET			Projections		
Operating Revenue	FY 2020	FY 2021	FY 2022	FY 2023	FY 2024	FY 2025
01 CITY REVENUES	\$ 11,713,556	\$ 12,495,960	\$ 13,823,686	\$ 14,376,181	\$ 14,930,032	\$ 15,509,033
02 OPERATIONAL REV	4,610,849	4,349,919	4,947,401	5,051,446	5,133,678	5,218,307
Subtotal Recurring Operational Revenue	\$ 16,324,405	\$ 16,845,879	\$ 18,771,087	\$ 19,427,627	\$ 20,063,711	\$ 20,727,339
Operating Expenditures						
01a SALARIES	4,490,157	4,738,300	5,667,700	5,853,104	6,085,047	6,326,666
01b BENEFITS	1,814,578	1,951,872	1,762,633	1,932,787	2,034,106	2,073,984
02 CONTRACTUAL	4,505,368	4,363,879	4,741,724	4,508,917	4,512,227	4,642,833
03 OP EXPENSE	2,534,369	2,795,600	2,808,483	2,816,178	2,885,015	2,956,016
Subtotal Operational Expenditures	13,344,472	13,849,650	14,980,541	15,110,987	15,516,396	15,999,499
Subtotal Net Operations	\$ 2,979,933	\$ 2,996,228	\$ 3,790,546	\$ 4,316,640	\$ 4,547,315	\$ 4,727,840
PERSONNEL % of City Revenues	38%	38%	41%	41%	41%	41%
PERSONNEL % of Operational Expenditures	34%	34%	38%	39%	39%	40%

Strategy for Financial Sustainability

	Actuals		Projected		
	FY2020	FY2021	FY2022	Potential Increase	Notes
CURRENT AD VALOREM TAXES	8,435,039	9,136,353	9,824,917		Each adjustment of 1/10th of a mill = \$700k
LOCAL BUSINESS TAX RECEIPT	131,279	189,085	144,191	50,000	Proposing to simplify fee schedule and to improve enforcement
SOLID WASTE FRANCHISE	38,740	43,300	40,413	200,000	Currently 1%. All other franchise fees are 6%. Bring to 6%.
LIVERY VESSEL PERMIT FEE	39,612	46,450	40,000	2,800	Note 1 below. Calc at 7%.
RENTAL REGISTRATION FEE	609,468	542,175	514,382	36,007	Note 1 below. Calc at 7%.
ZONING REVIEW FEES	146,786	175,659	166,212	11,635	Note 1 below. Calc at 7%.
R-O-W PERMIT FEES	51,732	47,477	39,358	2,755	Note 1 below. Calc at 7%.
BEACH VENDOR PERMIT	5,587	8,850	4,050	284	Note 1 below. Calc at 7%.
MARINE APPLICATION FEES	294	100	1,433	100	Note 1 below. Calc at 7%.
CEMETERY LOT/SEA MEMORIAL	23,443	50,965	27,322	1,913	Note 1 below. Calc at 7%.
PARK SERVICE FEES	5,919	6,142	8,157	571	Note 1 below. Calc at 7%.
JOE'S BAYOU ANNUAL PASS	11,945	14,191	8,302	581	Note 1 below. Calc at 7%.
JOE'S BAYOU REC FEES-HONOR BOX	110,515	90,155	71,267	4,989	Note 1 below. Calc at 7%.
HENDERSON BEACH PARK PASS	12,840	18,624	14,377	1,006	Note 1 below. Calc at 7%.
COMMUNITY CENTER	59,823	84,187	74,517	5,216	Note 1 below. Calc at 7%.
MORGANS SPORTS COMPLEX	119,453	123,636	84,440	5,911	Note 1 below. Calc at 7%.
OTHER CITY REVENUES (ADJUSTMENTS NOT RECOMMENDED)	1,911,081	1,918,609	2,760,349	-	No increase recommended or already at max (i.e. parking fees, electric franchise fees, concessions, etc)
TOTAL 01 CITY REVENUES	11,713,556	12,495,960	13,823,686	323,767	

CITY REVENUES = Revenues that the City can control/adjust i.e. Ad Valorem, Charges for Services, Permits & Licenses

Strategic Plan – Adopted Strategies for Financial Sustainability

Strategic plan:

Council Objectives (March 7, 2022)

- Annexation of unincorporated enclaves 1.6(l)

Management Objectives and Projects FY23 (ratified July 19, 2021)

- Establish Park Foundation to facilitate investments in acquisition and operations of parks (2.8)
 - Impact Fee Study (4.4) should reduce General Fund dollars going towards capital projects
 - Building Permit Fee Study (4.5) to ensure Building Department expenditures are covered
 - Update BTR Fee Schedule and Processes (4.6)
-

**Staff also recommends the Fee Schedule be updated on a regular basis and fees tied to a pricing Index to ensure service fees are keeping up with inflationary and cost of business trends.*

Councilmember Hebert moved to authorize the City Manager to implement Option 3 of the Compensation Study, effective for the pay period beginning April 2, 2022. Councilmember Bagby provided a second to the motion.

Councilmember Destin stated that he is 100% in favor of compensating the city employees. He is also quite comfortable of the potential revenue sources for financial sustainability as described by the Financial Director. However, he believes there are still a number of possible revenue sources available. He also noticed that staff's recommended option does not include increases for top level managers. Although it would cost more money to increase their salaries, they should try to do so to be fair to everyone. He also noted that they received the final result of the study just a couple of weeks ago, and they reviewed it with staff only a few days ago. He also expressed concern that the document which he believes has the key elements of the entire compensation study was not made part of the agenda packet making it hard to ask questions. And although there is a copy of it in the council conference room at City Hall which is available for viewing by the council members, it was not made available to the public which make him uncomfortable.

Mr. Warren stated since it was the council's top priority this year, they were trying to bring the result of the compensation study as quickly as possible.

According to Ms. Strickland, they will be discussing their FY 2023 budget, which will go into effect in October, at the May 2022 budget workshop. Depending on council's action tonight, they would look at the big picture in the budget workshop as well as impact on future years including next year.

Councilmember Destin offered a substitute motion to table this item to the April 4, 2022, City Council Meeting, seconded by Councilmember King.

Councilmember Destin commented it is important to make all documents available to the public as much as possible, so they are not accused of hiding something from them.

Councilmember Hebert stated they are not hiding anything from the public. Although it is not physically in the packet, the document in question is public record and available to the public upon request if they want to know each city staff member's salary. She continued they are constantly losing staff to other jurisdictions, and so further delaying their decision on this matter is not to their best interest.

The mayor called for a vote on the substitute motion, which failed 2-4 (Council members Destin and King voted "yes"; Council members Hebert, Bagby, Wagner, and Braden voted "no"; Councilmember Schmidt was absent from the meeting).

Councilmember Hebert moved to authorize the City Manager to implement Option 3 of the Compensation Study, effective for the pay period beginning April 2, 2022; seconded by Councilmember Bagby.

Councilmember Bagby noted they have set his item as their number one priority, and so they need to vote now to execute their priority. He looks forward to a lively discussion in May with regards to the upcoming budget cycle and potential revenue sources.

Councilmember Braden noted he has had some discussions with staff on this subject, particularly with the Deputy City Manager and Finance Director, and was quite satisfied with the result. He definitely would not insinuate that staff was trying to hide something. This council has done a good job making sure the city remains transparent.

Councilmember Herbert commended the senior leadership for electing not to have a pay raise so that their staff gets the money they deserve.

Councilmember Destin stated he was not insinuating that city staff is doing anything wrong. He just wants to make sure they err on the side of open government.

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

B. Solid Waste Franchise Contract - Request for Direction

The Deputy City Manager noted that the City of Destin is in the final year of a five-year solid waste services franchise agreement with Waste Management, Inc of Florida. The city put out a Request for Proposal (RFP) in 2017 which resulted in the city selecting Waste Management as its solid waste provider. The franchise agreement will expire on September 30, 2022. The current standard residential rate for Destin residents is: Monthly - \$22.78 / Quarterly - \$68.35 / Annually - \$273.40. The current Destin contract also provides for a discounted senior service at \$18.63 monthly / \$223.50 annually. The current agreement provides residential services as follows:

- Twice a week solid waste service (96 gallon)
- Once a week recycling service (96 gallon)
- Once a week bulk pickup
- Once a week yard waste pickup

He also noted that the Okaloosa County Board of Commissioners has recently voted to renew their contract with Waste Management. This was done under the direction of the County Commissioners for staff to negotiate a new contract with Waste Management. The unincorporated Okaloosa County residential rate increased by 12.8%, plus a \$.76 remediation fee. The City's procurement policy outlines that the staff issues an RFP for services such as Solid Waste Services. An RFP for solid waste services can start well in advance of the contract expiration date to allow for ample time for staff to bid out and award a contract. However, the council has the discretion and authority to waive the RFP process if they feel it is in the best interest of the city. Waste Management has expressed the desire to negotiate a renewal of the solid waste contract with Destin.

Councilmember Hebert moved to waive the standard procurement procedure and direct the City Manager to negotiate a renewal of the solid waste contract with Waste Management and bring information back to the City Council by the first council meeting in May; seconded by Councilmember Braden.

The mayor pointed out that staff have received a low number of complaints on solid waste services since 2017 regarding their solid waste services. Since January 1, 2021, the city has received 11 complaints and 37 compliments on Destin's solid waste services.

Councilmember Destin stated that he has personally received good service from Waste Management, but he would prefer they put out an RFP to make sure they get the best deal possible for the citizens of Destin.

Mr. Ronnie Bell of Waste Management noted that one proposal was for staff to renegotiate with Waste Management for contract renewal and bring proposal back to council by May 1st. If the council does not accept the proposal, they still have 6 months to put out an RFP.

According to Councilmember Braden, the only complaint he received involved yard debris pickup not being consistent. Other than that, he is happy with the service Waste Management provides.

Councilmember Bagby stated he would normally support putting out an RFP, but he has some logistical concerns in this case with regards to the ability of a firm that is not currently servicing the city to deploy the required number of trucks and personnel, and issue garbage cans to all customers in order to properly perform the service.

The mayor reiterated that if the renegotiated contract is unacceptable to council, they still have 6 months to put out an RFP.

Motion passed 5-1 (Council members King, Hebert, Bagby, Wagner, and Braden voted "yes"; Councilmember Destin voted "no"; Councilmember Schmidt was absent from the meeting).

C. Destin Citizen Survey 2022

The Deputy City Manager announced that the city is preparing to conduct a resident survey through Polco/National Research Center (NRC). The NRC offers a national survey and comparisons to national benchmarks that include demographic and geographic comparison. Available options that can be included in the survey are a half-page of custom questions, custom benchmarks, and in-person presentation of results. The city has previously used the NRC for citizen surveys in 2016 and 2011. Reasons for conducting a citizen survey include: to assess community needs; to make long-range, short-term, or strategic plans; to evaluate potential policies or community characteristics, and to continue a trendline from period surveying. The cost of the survey with additional recommended features is \$21,800. Results from this survey can be incorporated into the 2023 Visioning and Strategic Planning Session.

Councilmember Bagby moved to approve the use of the National Citizen Survey through Polco/National Research Center for a total cost of \$21,800 and endorse the addition of the half-page of custom questions and custom benchmark comparisons. Councilmember Hebert provided a second to the motion.

Councilmember Wagner stated that he has studied the result of the previous survey, and that this survey may just provide similar data. They are fully aware of what the next 5 years would bring, and that he feels spending \$21,800 to conduct another survey will just be a waste of money at this time. He recommends putting that money on another study.

Councilmember Hebert noted that the amount of people that have moved into Destin and out of Destin the past 5 years is staggering; and that there had been a change in the dynamics. She feels they would receive up-to-date information for least amount of money from the study.

Motion passed 5-1 (Council members King, Hebert, Bagby, Destin, and Braden voted “yes”; Councilmember Wagner voted “no”; Councilmember Schmidt was absent from the meeting).

D. Announcements

Code Compliance Director Joey Forgione has resigned from the city to pursue other opportunities. He has performed great service to the City of Destin.

5. PUBLIC HEARINGS

A. Second reading of Ordinance 21-15-PC - Creating a new chapter of the City of Destin's Comprehensive Plan, "Property Rights Element" pursuant to state law.

The City Attorney read proposed Ordinance 21-15-PC by title, and then presented it to the city council on second reading.

AN ORDINANCE OF THE CITY OF DESTIN, FLORIDA, CREATING A NEW CHAPTER OF THE CITY OF DESTIN'S COMPREHENSIVE PLAN, "PROPERTY RIGHTS ELEMENT" PURSUANT TO STATE LAW; PROVIDING FOR AUTHORITY; PROVIDING FOR FINDINGS OF FACT; PROVIDING FOR TITLE AND JURISDICTION; PROVIDING FOR

TRANSMITTAL TO THE FLORIDA DEPARTMENT OF ECONOMIC OPPORTUNITY;
PROVIDING FOR INCORPORATION INTO THE COMPREHENSIVE PLAN; PROVIDING
FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

The mayor opened a public hearing to receive comments for or against the proposed ordinance. Having none, the mayor closed the public hearing and turned the matter over to the city council for discussion and consideration.

Councilmember Bagby moved for approval of Ordinance 21-15-PC on second reading; seconded by Councilmember Hebert. Motion passed 6-0 (Council members King, Hebert, Bagby, Destin, Wagner, and Braden voted “yes”; Councilmember Schmidt was absent from the meeting).

- B. Second reading of Ordinance 21-24-PC - Amending the Future Land Use Map to Include a change in the Future Land Use designation of parcels from Crystal Beach Resort (CBR) and Crystal Beach Neighborhood (CBN) to Recreation (REC).

The City Attorney read proposed Ordinance 21-24-PC by title, and then presented it to the city council on second reading.

AN ORDINANCE OF THE CITY OF DESTIN, FLORIDA, AMENDING THE FUTURE LAND USE MAP AS REFERENCED IN CHAPTER 1 OF THE COMPREHENSIVE PLAN TO INCLUDE A CHANGE IN THE FUTURE LAND USE DESIGNATIONS OF THE PARCELS DESCRIBED AND GENERALLY DEPICTED IN THE ATTACHED EXHIBIT A FROM CRYSTAL BEACH RESORT (CBR) AND CRYSTAL BEACH NEIGHBORHOOD (CBN) TO RECREATION (REC); PROVIDING FOR AUTHORITY; PROVIDING FOR FINDINGS OF FACT; PROVIDING FOR JURISDICTION; PROVIDING FOR FUTURE LAND USE MAP AMENDMENT; PROVIDING FOR INCORPORATION INTO THE COMPREHENSIVE PLAN; PROVIDING FOR CONFLICTING PROVISIONS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE. (Parcel ID Numbers: 00-2S-22-0590-0000-00CA AND 00-2S-22-0584-0000-0030).

The mayor opened a public hearing to receive comments for or against the proposed ordinance. Having none, the mayor closed the public hearing and turned the matter over to the city council for discussion and consideration.

Councilmember Hebert moved for approval of Ordinance 21-24-PC on second reading and direct staff to transmit the ordinance to the Department of Economic Opportunity; seconded by Councilmember Bagby. Motion passed 6-0 (Council members King, Hebert, Bagby, Destin, Wagner, and Braden voted “yes”; Councilmember Schmidt was absent from the meeting).

- C. Second reading of Ordinance 21-25-LC - Amending the official Zoning Map as referenced in the Land Development Code, Section 7.12.01(A)2 Zoning Maps to include a change in the zoning designations of parcels from Crystal Beach Resort (CBR) and Crystal Beach Neighborhood (CBN) to Recreation (REC).

The City Attorney read proposed Ordinance 21-25-LC by title, and then presented it to the city council on second reading.

AN ORDINANCE OF THE CITY OF DESTIN, FLORIDA, AMENDING THE OFFICIAL ZONING MAP AS REFERENCED IN THE LAND DEVELOPMENT CODE, SECTION 7.12.01(A)2 ZONING MAPS TO INCLUDE A CHANGE IN THE ZONING DESIGNATIONS OF THE PARCELS DESCRIBED AND GENERALLY DEPICTED IN THE ATTACHED EXHIBIT A FROM CRYSTAL BEACH RESORT (CBR) AND CRYSTAL BEACH NEIGHBORHOOD (CBN) TO RECREATION (REC); PROVIDING FOR AUTHORITY; PROVIDING FOR FINDINGS OF FACT; PROVIDING FOR JURISDICTION; PROVIDING FOR ZONING MAP AMENDMENT; PROVIDING FOR INCORPORATION INTO THE LAND DEVELOPMENT CODE; PROVIDING FOR CONFLICTING PROVISIONS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE. (Parcel ID Numbers: 00-2S-22-0590-0000-00CA AND 00-2S-22-0584-0000-0030).

The mayor opened a public hearing to receive comments for or against the proposed ordinance. Having none, the mayor closed the public hearing and turned the matter over to the city council for discussion and consideration.

Councilmember Wagner moved to approve Ordinance 21-25-LC on second reading; seconded by Councilmember Hebert. Motion passed 6-0 (Council members King, Hebert, Bagby, Destin, Wagner, and Braden voted “yes”; Councilmember Schmidt was absent from the meeting).

D. First reading of Ordinance 22-05-CC - Amending the Code of Ordinances to establish a Flag Warning System at City of Destin beaches.

The City Attorney read proposed Ordinance 22-05-CC by title, and then presented it to the city council on first reading.

AN ORDINANCE OF THE CITY OF DESTIN, FLORIDA, PROVIDING FOR AMENDMENTS TO THE CODE OF ORDINANCES TO ESTABLISH A FLAG WARNING SYSTEM AT CITY BEACHES; PROVIDING FOR FINDINGS OF FACT; PROVIDING FOR INCORPORATION INTO THE CODE OF ORDINANCES; PROVIDING FOR CONFLICTING PROVISIONS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

The mayor opened a public hearing to receive comments for or against the proposed ordinance. Having none, the mayor closed the public hearing and turned the matter over to the city council for discussion and consideration.

Motion by Councilmember Hebert, seconded by Councilmember Bagby, to approve Ordinance 22-05-CC on first reading and direct the City Clerk to advertise for second reading passed 6-0 (Council members King, Hebert, Bagby, Destin, Wagner, and Braden voted “yes”; Councilmember Schmidt was absent from the meeting).

E. Second reading of Ordinance 22-03-CN - Lease of certain real property owned by The City of Destin. Providing for City Council approval of a contract for the lease Of the property of Dalton Threadgill Park.

The City Attorney read proposed Ordinance 22-03-CN by title, and then presented it to the city council on first reading.

AN ORDINANCE OF THE CITY OF DESTIN OF OKALOOSA COUNTY, FLORIDA RELATING TO THE LEASE OF CERTAIN REAL PROPERTY OWNED BY THE CITY;

PROVIDING FOR AUTHORITY; PROVIDING FOR FINDINGS OF FACT; PROVIDING FOR CITY COUNCIL APPROVAL OF A CONTRACT FOR LEASE OF THE PROPERTY OF DALTON THREADGILL PARK; AND PROVIDING FOR AN EFFECTIVE DATE

The mayor opened a public hearing to receive comments for or against the proposed ordinance. Having none, the mayor closed the public hearing and turned the matter over to the city council for discussion and consideration.

Motion by Councilmember Braden, seconded by Councilmember Wagner, to approve Ordinance 22-03-CN on second reading passed 6-0 (Council members King, Hebert, Bagby, Destin, Wagner, and Braden voted “yes”; Councilmember Schmidt was absent from the meeting).

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

A. Councilmember Braden

Councilmember Braden requested an update on the Harbor Capacity Study.

Mr. Zunguze announced that the study is ongoing. The Harbor Capacity Study Steering Committee met recently and were provided an update on the upcoming activities. There will be a lot of activities scheduled for the spring and summer months, including surveys and reviews of the parking lots in the harbor. They hope to provide recommendations to the committee by fall and complete the entire study by the end of this year.

Councilmember Braden asked what is being done with GetMyBoat.com website which a speaker mentioned earlier.

Mr. Forgione stated they are currently tracking that website to determine their operating locations and see what enforcement capability they can exercise.

- B. Councilmember Wagner**
- C. Councilmember Destin**

Councilmember Destin requests the City Manager directs the Public Works Department to investigate the possibility of placing a lighted pedestrian crosswalk across the two shopping centers on Main Street or do whatever is necessary to make that area safe for pedestrians especially at night.

- D. Councilmember Bagby**
- E. Councilmember Hebert**

1) Major Holidays and Council Meeting Schedule

Councilmember Hebert noted there are major holidays in July, November and December and she would like this council to entertain the possibility of only scheduling one council meeting in each of those months, preferably the second Monday of the month.

Councilmember Hebert moved to direct staff to come back and discuss the feasibility of scheduling just one council meeting in July, November, and December, and that being on the second Monday of those months; seconded by Councilmember Destin. Motion passed 6-0 (Council members King, Hebert, Bagby, Destin, Wagner, and Braden voted “yes”; Councilmember Schmidt was absent from the meeting).

At the request of Councilmember Hebert, Mr. John Stephens spoke about the Destin Elementary School Archery Team competing and winning the state championship.

Councilmember Hebert recommends placing the team on a future agenda to be recognized for their accomplishment.

- F. Councilmember King
- G. Councilmember Schmidt
- H. Mayor Gary Jarvis

Mayor Jarvis requests city staff look into the idea of renaming one of the city’s athletic facilities after the city’s legendary little league coach Bill Shirah and bring recommendations back to council.

- I. Land Use Attorney
- J. City Attorney

- 1. Request to schedule an executive session pursuant to section 286.011(8), Florida Statutes, in the case of Destin Fishing Fleet, Inc. v. City of Destin, Florida, Case Number 2019-CA-000425, in the Circuit Court of the First Judicial Circuit, in and for Okaloosa County, Florida.”

Motion by Councilmember Destin, seconded by Councilmember Bagby, to schedule a Council Executive Session on Monday, April 4, 2022, beginning at 5:00 PM, passed 6-0 Council members King, Hebert, Bagby, Destin, Wagner, and Braden voted “yes”; Councilmember Schmidt was absent from the meeting).

7. PUBLIC COMMENTS

Having no further business at this time, the meeting was adjourned at 8:20 PM.

Gary Jarvis, Mayor

ATTEST:

Rey Bailey, City Clerk

**MINUTES
EXECUTIVE SESSION
CITY COUNCIL
APRIL 4, 2022
5:00 PM
CITY HALL ANNEX COUNCIL CHAMBERS**

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

Council Present

Mayor Pro Tem Dewey Destin
Councilmember Kevin Schmidt
Councilmember Terésa Hebert
Councilmember Rodney Braden

Councilmember Bobby Wagner
Councilmember Jim Bagby
Councilmember Johnny King

Staff Present

City Manager Lance Johnson
City Clerk Rey Bailey
City Attorney Kyle Bauman
Land Use Attorney Kimberly Kopp
Special Counsel William G. Warner
Steven Bauman, Esq.

Others Present

Liz Klein, Court Reporter

CALL TO ORDER

1. EXECUTIVE ATTORNEY-CLIENT SESSION: Pursuant to Section 286.011(8), Florida Statutes, the City's Special Counsel will be seeking the advice of the City Council regarding settlement negotiations and/or strategy related to litigation expenditures concerning the pending litigation:

Destin Fishing Fleet, Inc., v. City of Destin, Okaloosa County Court Case No. 2019-CA-000425-F, in the Circuit Court of the First Judicial Circuit, in and for Okaloosa County, Florida

Mayor Pro Tem Dewey Destin convened the meeting and announced that:

“This session of the Destin City Council is hereby convened as noticed by publication in a newspaper of general circulation, The Daily News, on Friday, April 1, 2022.

The City Attorney stated as follows:

“Pursuant to §286.011(8), Florida Statutes, at this time, I would like to request that we adjourn to executive session so that I, the attorney of record for the City of Destin in:

Destin Fishing Fleet, Inc., v. City of Destin, Okaloosa County Court Case No. 2019-CA-000425-F, in the Circuit Court of the First Judicial Circuit, in and for Okaloosa County, Florida

may receive the Council’s advice regarding the strategy to be used in this case and the type of expenses to be incurred.”

The entire session would be recorded by a court reporter, the transcript would be filed with the City Clerk, and available to the public at the conclusion of the litigation discussed today. A copy of the published notice of this executive session is hereby identified as Exhibit A and will be attached to the transcript of this executive session.

In addition to the Mayor and City Council members in attendance tonight the following persons will attend the session:

***Attorneys for the City: William G. Warner, Esq.
Warner Law Firm, P.A.
519 Grace Avenue
Panama City, Florida 32401***

***Kimberly Romano Kopp, Esq., LEED AP
Romano Kopp Law, P.A.
P.O. Box 445
Destin, Florida 32541-0445***

***Kyle S. Bauman, Esq.
Anchors Smith Grimsley
909 Mar Walt Drive, Ste. 1014
Fort Walton Beach, Florida 32547***

***Steven Bauman, Esq.
Anchors Smith Grimsley
909 Mar Walt Drive, Ste. 1014
Fort Walton Beach, Florida 32547***

City Manager Lance Johnson”

The City Attorney continued:

At this time, will the Mayor and Council members in attendance please identify yourselves for the record?"

The following individuals identified themselves for the record:

- Mayor Pro Tem Dewey Destin
- Councilmember Kevin Schmidt
- Councilmember Johnny King
- Councilmember Terésa Hebert
- Councilmember Jim Bagby
- Councilmember Bobby Wagner

The City Attorney continued:

"I estimate that this executive session will take approximately 60 minutes. At the conclusion of the executive session, the Council will reconvene the public hearing, accept any motions if applicable, and the Mayor Pro Tem will end the session."

Mayor Pro Tem Destin stated:

"At this time, we will recess the public portion of tonight's meeting and convene the executive session."

Executive Session

Discussion of the lawsuit.

Councilmember Rodney Braden arrived at the meeting at 5:15 PM.

Executive Session ends

Once the City Clerk has returned and turned on the recording, the Mayor Pro Tem stated:

"We will now reconvene the public portion of this meeting and I will accept any motions from Council."

Councilmember Bagby moved that they retain the Warner Law Firm for this case, with a not to exceed amount of \$50,000; seconded by Councilmember Hebert.

The Mayor Pro Tem clarified that both the City Attorney and City Land Use Attorney will also be taking part in this litigation.

Motion passed 7-0 (Council members Schmidt, King, Hebert, Bagby, Destin, Wagner, and Braden voted “yes”).

Councilmember Schmidt moved to direct counsel to bring this case back to retrial; seconded by Councilmember King. Motion passed 7-0 (Council members Schmidt, King, Hebert, Bagby, Destin, Wagner, and Braden voted “yes”).

Councilmember Schmidt moved to direct counsel to request Judge John Brown to recuse himself from the case; seconded by Councilmember King. Motion passes 4-3 (Council members Schmidt, King, Wagner, and Braden voted “yes”; Council members Hebert, Bagby, and Destin voted “no”).

2. ADJOURN

Having no further business at this time, the Mayor Pro Tem adjourned the meeting at 6:05 PM.

ADOPTED THIS 18TH DAY OF APRIL 2021

By:

Gary Jarvis, Mayor

ATTEST:

Rey Bailey, City Clerk

**MINUTES
REGULAR MEETING
DESTIN CITY COUNCIL
APRIL 4, 2022
CITY HALL ANNEX COUNCIL CHAMBERS
6:00 PM**

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

Destin City Council

Mayor Gary Jarvis

Councilmember Jim Bagby

Councilmember Bobby Wagner

Councilmember Johnny King

Councilmember Kevin Schmidt

Councilmember Dewey Destin

Councilmember Rodney Braden

Councilmember Terésa Hebert

Destin City Staff

City Manager Lance Johnson

City Clerk Rey Bailey

Public Works Director Michael Burgess

Building Official Noelle Bell

Deputy Code Compliance Dir. Kris Mercurio

Land Use Attorney Kim Kopp

Deputy City Manager Webb Warren

IT Manager Matthew Pace

Parks & Rec Director Lisa Firth

Finance Director Krystal Strickland

Grants/Project Manager Jeffrey Cozadd

City Attorney Kyle Bauman

CALL TO ORDER, INVOCATION AND PLEDGE OF ALLEGIANCE

Mayor Gary Jarvis called the meeting to order at 6:20 PM. Pastor Logan Landes of the Grace Lutheran Church gave the invocation, which was then followed by the recitation of the Pledge of Allegiance.

AGENDA APPROVAL

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

**1. PROCLAMATIONS / RECOGNITIONS / SPECIAL / PUBLIC
PRESENTATIONS / ANNOUNCEMENTS**

A. U.S. Coast Guard Presentation - Lt Steve Browning, US Coast Guard

Lt. Steve Browning of the U.S. Coast Guard presented the following information:

Types of Passenger Vessels

- Recreational
 - ❖ Bareboat Charters

- Commercial
 - ❖ Uninspected Passenger (6 passenger or less unless over 100 gross tons, then 12 passengers)
 - ❖ Inspected passengers
 - Small Passenger Vessels (less than 100 gross tons)
 - Large Passenger Vessels (more than 100 gross tons)
- Passenger
 - ❖ 46 USC 2101(21)(A)
 - Individual Carried on a Vessel ... Except:
 - Master
 - Crew
 - Paid for services onboard vessel
 - Must not have contributed “consideration” for carriage
- Passenger for Hire
 - ❖ 46 USC 2101(21)(A)
 - *“Passenger for Hire means a passenger for whom consideration is contributed as a condition of carriage on the vessel, whether directly or indirectly flowing to the owner, charterer, operator, agent, or any other person having an interest in the vessel”*
 - Consideration:
 - Payment to individual, person or entity
 - Economic benefit including anticipated future gain
- Important !!
 - ❖ All it takes is one Passenger for Hire to change the service of the vessel
 - ❖ This prevents circumvention of the inspection laws by having only one person in a group pay

Merchant Mariner Credential (MMC)

- Must be the appropriate MMC



The image shows two covers side-by-side. The left cover is dark blue with the word 'PASSPORT' in gold and the United States of America seal. The right cover is red with the words 'MERCHANT MARINER CREDENTIAL' in white and the United States of America seal.



The image shows a Merchant Mariner Credential card for JOHNNY THE MERCHANTMARINER. It includes a photo, a signature, and various fields: Document Number (USA 553300000), Issued For (JOHNNY THE MERCHANTMARINER), Passenger Address (1501 FOREBROOK DRIVE, MARTINSBURG, WV 25404), Citizenship (USA), Height (5'02"), Weight (150 lbs), Date of Birth (01-JAN-1985), Sex (M), Issued (18-APR-2008), Expiration (10-APR-2014), and Signature (JOHNNY THE MERCHANTMARINER).

- Mariner's acting under the authority of their MMC must be enrolled in a drug testing program.

- Must be the appropriate MMC
- Mariner's acting under the authority of their MMC must be enrolled in a drug testing program
- Recreational Vessel
 - ❖ 46 USC 2101 (25)
 - Manufactured or operated primarily for pleasure
 - Leased, rented, or chartered to another for the latter's pleasure
 - Does not carry any passengers for hire
 - Bareboat chartered with less than 12 passengers (not including crew) – D8 Legal Direction
- Uninspected Passenger Vessel
 - ❖ 46 USC 2101 (42)
 - Less than 100 gross tons
 - 6 passengers or less, with at least one Passenger for Hire
 - 100 gross tons or more
 - 12 passengers or less, with at least one Passenger for Hire
 - Licensed operator
 - Operator of Uninspected Passenger Vessel
 - Not inspected by the Coast Guard
- Bareboat Charters
 - ❖ Contract between the owner and the charterer
 - ❖ Classified by 1993 Passenger Vessel Safety Act NVIC 7-94
 - ❖ There are stringent requirements to have valid charter
- Bareboat Charter Roles
 - ❖ Owner:
 - Relinquishes command, control, and possession of the vessel
 - Responsible for establishing a valid charter
 - Cannot serve as crew on own vessel
 - ❖ Charterer:
 - Takes temporary ownership of vessel
 - Provides compensation/consideration to owner
 - Responsible for safe/legal vessel operations
 - ❖ Master:
 - Responsible for safe/legal vessel operations
 - Cannot be the owner
 - Not required to be licensed
- Bareboat Criteria
 - ❖ Owner must relinquish command control, and possession of the vessel to the charterer
 - ❖ Charterer is responsible for the safe operation of the vessel, its crew, passengers, and all persons aboard during the charter
 - ❖ Charterer is responsible for ensuring that the vessel complies with all regulations which are applicable to the vessel's service
 - ❖ Operator may also be held accountable for the safe operation of the vessel as well as all equipment requirements and inspections

➤ Bareboat Criteria (from D8 Legal)

- ❖ Vessel is chartered, leased, rented to an individual through a written agreement
- ❖ The owner does not provide the crew; the charterer selects and pays the crew
- ❖ A licensed Master is not required to operate the vessel
- ❖ The owner can recommend a list of Masters for the charterer to hire, but cannot stipulate that the owner make a selection solely from the list provided
- ❖ The owner can require the charterer to hire a crew with a preset level of qualifications (e.g., Coast Guard issued Merchant Mariner's Credentials)
- ❖ The vessel carries 12 or fewer passengers (not including the master and crewmember)
- ❖ All food, fuel, and stores are provided by the charterer
- ❖ Insurance is obtained by the charterer, at least to the extent of covering liability not included in the owner's insurance
- ❖ The charterer may discharge for cause the Master or any crew members
- ❖ The vessel must be surveyed upon its delivery and return
- ❖ Any provision that tends to show retention of control of the vessel such as the owner being aboard during the charter contradicts the claim that a valid bareboat charter exists

Councilmember Schmidt asked for some clarifications of the rule with regards to a boat with a licensed captain.

Lt. Browning explained that an uninspected boat is only allowed to carry 6 passengers or less regardless on the size of the boat. The boat will need to be inspected by the Coast Guard to be able to carry more than 6 passengers. He added that each inspected boat will receive a Certificate of Inspection (COI). The COI will include a Route and Condition section; whereby, it will show locations where they are allowed to operate.

The Land Use Attorney noted that the city code can differ from that of the Coast Guard. They would still need to comply with city code in terms of operating at certain locations. For instance, commercial activities are not allowed in residential zoning district.

Councilmember Bagby commented that the US Coast Guard, the City's Code Compliance Department, Okaloosa County Sheriff's Department, and the US Fish and Wildlife Commission seem to have different rules on what is illegal and what is allowed in the water. A flowchart needs to be established that would show whose rule is being violated, who is responsible for enforcing that rule, and whom should an average person call to report a potential code violation, such as an overcrowded boat. He added they need to have a communication process to follow and an understanding as to who is responsible for starting that process.

According to Lt. Browning, federal and local agencies, as well as those who has mission in the water need to get together, discuss strategies, and establish a coalition. He also noted that the Station Destin Command Center has a communication center that can relay information to sector mobile which has the big command center that is operated 24 hours. They can do everything including dispatch air support, contact the local police department and Okaloosa Sheriff's Department, etc.

B. Parks & Recreation Annual Report & Work Plan Presentation

Ms. Sandy Trammell, Parks & Recreation Committee Chair, presented the committee's Fiscal Year 2022 Annual Report and Work Plans for council consideration. She provided the following work plan summary:

- Committee members are now inspecting all the parks and beach accesses twice a year. These are done before spring break and at the end of summer.
- The committee is developing guidelines for the Arbor Day Celebration to include "The Honor Tree" program where people can honor their loved ones with a tree somewhere in the city.
- The committee is developing a plan to assess the use of murals in Destin.
- The committee is developing a plan to create and publicize "Adopt A Tree"; "Adopt A Park"; and "Adopt A Bench" programs.
- The committee is working with Destin's Master Gardeners to develop a plan for park beautification. They are looking at Destin cemeteries as part of the park.

Also, in response to Councilmember Wagner's question as to why the parks close after sunset, Ms. Trammell noted there are no lights in the parks. Parks close after dark for safety reasons. Also, there is not enough personnel available to man the parks after hours.

Motion by Councilmember Hebert, seconded by Councilmember Wagner, to approve the Parks and Recreation Committee's Fiscal Year 2022 Annual Report and Workplans passed 7-0 (Council members Schmidt, King, Hebert, Bagby, Destin, Wagner, and Braden voted "yes").

2. PUBLIC COMMENTS

Mr. Jimmy Perkins, a Destin resident and business owner, distributed sample copies of a legal bareboat contract to members of the council. He noted that a non-Coast Guard inspected vessel can carry no more than 6 passengers out of the Destin Harbor; but, once a legal bareboat enters the water, it is no longer under the control of the U.S. Coast Guard. He reported that there are 10 to 15 companies operating on the Destin Harbor offering trips on a pontoon boat for one to 12 people on their websites on a daily basis. The City of Destin has an ordinance on bareboat. He has provided the city's Code Compliance Department a list of these companies and pictures of their boats. He asked that the rules be enforced, and punitive actions taken against code violators. He added that he has a legitimate bareboat company out of Fort Walton Beach for which he pays \$10,000 annually to the National Seashore and Okaloosa County for each boat.

Councilmember King moved to direct the City Manager to provide a quarterly report of the Harbor Compliance Officer's findings on the Destin Harbor to the council; seconded by Councilmember Hebert. Motion passed 7-0 (Council members Schmidt, King, Hebert, Bagby, Destin, Wagner, and Braden voted "yes").

Mr. Guy Tadlock, a Destin resident, noted that a bullet point in the presentation given by Lt. Browning of the U.S. Coast Guard stated that a charterer had liability responsibility over anything that the owner's insurance did not carry. He stated that he has two friends whose vessels were hit by rental pontoon boats causing major damage. In both cases, the rental company stated that their insurance would not cover the damage. They were not able to get the name of the operator or the charterer in neither of these cases. For rental vehicles, if the renter's insurance does not cover them driving that vehicle, the renter could obtain insurance from the rental car company. He stated they need to find out if pontoon rental companies offer rental insurance as there could be some very costly damages that may or may not be covered by either the renter's insurance company or the charter company itself.

3. CONSENT AGENDA

- A. Public parking support for Destin's 65th Annual Blessing of the Fleet and Community Fish Fry on Thursday, May 26, 2022
- B. Approval of minutes of March 7, 2022, Regular City Council Meeting

Motion by Councilmember Hebert, seconded by Councilmember King, to approve Consent Agenda items 3A and 3B, as printed above, passed 7-0 (Council members Schmidt, King, Hebert, Bagby, Destin, Wagner, and Braden voted "yes").

4. CITY MANAGER REPORTS

- A. Parks and Recreation Software and Customer Portal

The city's Information Technology Manager Matthew Pace and Parks/Recreation Director Lisa Firth provided a brief overview of the new cloud-based Parks and Recreation Software (RecOnline) and the online customer portal.

- B. Tyler Technologies SaaS (Cloud) Migration

IT Director Matthew Pace noted that during the 2022 Visioning Session, he recommended the option of migrating all Tyler Technologies to a cloud-based, hosted solution. The Software as a Service (SaaS) model is beneficial to the productivity of city staff for the following reasons:

- Less strain on IT staff resources
- 3rd Party Cloud Server Maintenance by Tyler Technologies and their SaaS team
- IT can act as a support conduit to Tyler Technologies for various departments
- Network Security Monitored by a 24/7 Security Operations Center (SOC) with direct access to IT Security Team

- Removal of on-site servers related to current Tyler applications relieving strained network resources
- Cloud Access assists with Remote Access for staff and minimizes application troubleshooting by IT staff
- IT will maintain control of version upgrades to allow for greater compatibility with current ICT infrastructure

He also stated that the hosted solutions provided by Tyler Technologies have become more advanced, making these services better suited for municipalities to provide excellence in service and provide better protected resources. Many of the platforms currently utilized by the city outside of Tyler Technologies have already been migrated to the SaaS model with great success. Cybersecurity and maintenance of critical network infrastructure is a high priority for the city and migrating to SaaS solutions assists in these efforts to maintain greater availability.

Councilmember Destin asked what obligations the city has as it relates to preserving public records with this new technology.

According to the City Attorney, it is the same as it would be for any other obligations for storing records off site. They need to make sure they maintain reasonable methods to secure and preserve those records in accordance with the state's retention schedule.

Councilmember Schmidt moved to allow the City Manager to engage in contract acceptance with Tyler Technologies to migrate platforms to a cloud solution with a not to <https://www.msn.com/en-us/feed> exceed amount of \$429,535. Councilmember Wagner provided a second to the motion, which passes 7-0 (Council members Schmidt, King, Hebert, Bagby, Destin, Wagner, and Braden voted "yes").

C. Announcements

- IT Manager Matthew Pace last day is Friday, April 8th. Deputy City Manager Webb Warren will serve as Interim IT Director until a new director is hired
- Community Development Director Louis Zunguze is away on vacation until April 20th. Building Official Noelle Bell will serve as Acting Director during his absence
- Code Compliance Director Joey Forgione's last day of service to the city was April 1st. City Manager Lance Johnson will serve as Interim Code Compliance Director until a new director is hired
- Ms. Sandy Trammell has volunteered to assist in providing training to the city's standing committees
- Annual Easter Egg Hunt at the Destin Library is scheduled for Wednesday, April 13th, at 10:30 AM
- Annual Easter Egg Hunt at the Morgan Sport's Center is scheduled for Saturday, April 16th, at 9:00 AM

- Ms. Cheryl Wyren, a long-time city employee, recently passed away
- Okaloosa County School District has cancelled school for Tuesday, April 5th due to possible inclement weather conditions

Capt Abbott of the Sheriff's Office laid out the plan of action for potential "popup parties" occurring in the city.

5. PUBLIC HEARINGS

- A. THIS ITEM HAS BEEN CONTINUED TO THE FOLLOWING TIME AND DATE CERTAIN, AT THE REQUEST OF THE APPLICANT: MONDAY, MAY 16TH AT 6 PM, OR AS SOON THEREAFTER AS MAY REASONABLY BE HEARD.

Indian Bayou West 1st Amendment – Curtis Gwin of Indian Bayou West, LLC, on behalf of Indian Bayou Properties, is requesting approval for a Major Deviation to a Major Development Order. The project is located at 1 Country Club Dr. E. (Parcel ID: 00-2S-22-0000-0046-0000), with the property totaling approximately 69.16 acres. The applicant is proposing an addition of 9 lots to the previously approved 86 single-family, long-term residential lots (approved under DO 21-12), for a total of 95 lots, utilizing the same project area. This project was previously reviewed by the City Council on January 3, 2022, but the request has been modified since that time. The proposed deviation is an amendment to the previous submittal.

The City Land Use Attorney announced that the Indian Bayou West 1st Amendment approval for a Major Deviation to a Major Development Order at 1 Country Club Drive East has been continued to Monday, May 16, 2022, at 6:00 PM, at the request of the applicant.

- B. Second reading of Ordinance 22-05-CC - Amending the Code of Ordinances to establish a Flag Warning System at City of Destin beaches.

The City Attorney read proposed ordinance by title, and then presented it to the City Council on second reading.

AN ORDINANCE OF THE CITY OF DESTIN, FLORIDA, PROVIDING FOR AMENDMENTS TO THE CODE OF ORDINANCES TO ESTABLISH A FLAG WARNING SYSTEM AT CITY BEACHES; PROVIDING FOR FINDINGS OF FACT; PROVIDING FOR INCORPORATION INTO THE CODE OF ORDINANCES; PROVIDING FOR CONFLICTING PROVISIONS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

The mayor opened a public hearing to receive comments for or against the proposed ordinance. Having none, the mayor closed the public hearing portion of this item and turned the matter over to the city council for discussion and consideration.

Motion by Councilmember Hebert, seconded by Councilmember King, to approve Ordinance 22-05-CC on second reading passed 7-0 (Council members Schmidt, King, Hebert, Bagby, Destin, Wagner, and Braden voted "yes").

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

A. Councilmember Braden

Councilmember Braden requested an update on the Capt. Royal Melvin Park construction, and whether they expect construction of the park to be completed within the next 7 days.

According to the City Manager, he does not expect the park to be finished in 7 days. Some constructions are still underway. An on-site inspection of the property is scheduled for tomorrow. There is still quite a bit of materials that the contractor needs to remove from the property before they could proceed doing other things such as landscaping.

B. Councilmember Wagner

C. Councilmember Destin

Councilmember Destin moved to direct the Land Use Attorney to come up with reasonable percentage to assign to mixed use projects in the non-residential portion of mixed used zoning areas and bring back some recommendations for council to consider; seconded by Councilmember Hebert. Motion passed 7-0 (Council members Schmidt, King, Hebert, Bagby, Destin, Wagner, and Braden voted “yes”).

D. Councilmember Bagby

E. Councilmember Hebert

1. TDC Update

Councilmember Hebert provided the following updates from the TDC:

- Average daily rate continues to soar ahead of last year while occupancy was slightly lower than last year
- Tourist development tax revenues year to date were up 18%
- Organic traffic to the www.destinfortwaltonbeach.com website is up 85%
- Visit Florida has invited the Destin/Fort Walton Beach TDC to join them for 2 spring media missions in New York and in the United Kingdom
- Coast Resource Team was recently featured on the Discovery Channel and will soon be featured on PBS Nova
- Second Annual Virtual Media Event will be on April 28th from all over the destination
- The Emerald Coast Open, the Lionfish Tournament, is scheduled for May 13th thru May 15th

F. Councilmember King

G. Councilmember Schmidt

Councilmember Schmidt requested a list of local businesses and partners that will be involved in the TDC's Little Adventure activities this year.

Councilmember Hebert stated that she will asked the TDC Director Jennifer Adams to include this information in her report to council on April 18th

Councilmember Schmidt requests the TDC report to also include TDC's plans for the Crystal Beach parking lot and how they plan to use it this year.

- H. Mayor Gary Jarvis
- I. Land Use Attorney
- J. City Attorney

7. PUBLIC COMMENTS

Having no further business at this time, the meeting was adjourned at 8:25 PM.

Gary Jarvis, Mayor

ATTEST:

Rey Bailey, City Clerk

**PUBLIC WORKS/PUBLIC SAFETY COMMITTEE
MEETING MINUTES
TUESDAY, MARCH 8, 2022 - 5:30 PM
DESTIN CITY HALL BOARDROOM**

1. CALL TO ORDER & PLEDGE OF ALLEGIANCE:

Vice Chairman Green called the Public Works/Public Safety Committee to order on Tuesday, March 8, 2022, at 5:30 p.m., with the Pledge of Allegiance immediately following.

2. ROLL CALL:

Members Present

John Green
Tom Weidenhamer
Sam Perman
John Stephens
Marcie Bell

Members Absent

Mark Brown
James T. Wood, Jr

Staff

Kim Montgomery Deputy City Clerk
Michael Burgess PW Director
JT Hart PW Deputy Director
Joe Bodi, Engineering Asst. II.

3. APPROVAL OF MINUTES: February 8, 2022

Committee member Stephens moved to approve the January 11, 2022 minutes as amended, with Committee member Bell providing the second. A roll call vote of 6-0 was taken and the motion passed.

4. NEW BUSINESS:

A) 2022 Stormwater Master Plan Project List and Study Areas – Joe Bodi

Mr. Bodi presented the 2022 Stormwater Master Plan to the members. Explaining the plan provides mitigation and strategies for Code revisions to both the Land Development Code and the Comprehensive Plan to ensure consistency for both as well as creating sub-drainage basins using LiDAR which will be conducted by the City's Continuing Services Contractor Jenkins Engineering.

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 list of projects, the SWMP proposes a City-wide Swale Initiative. The City-wide Swale Initiative will identify additional public right of way and reestablish 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.

The objectives are:

- 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).

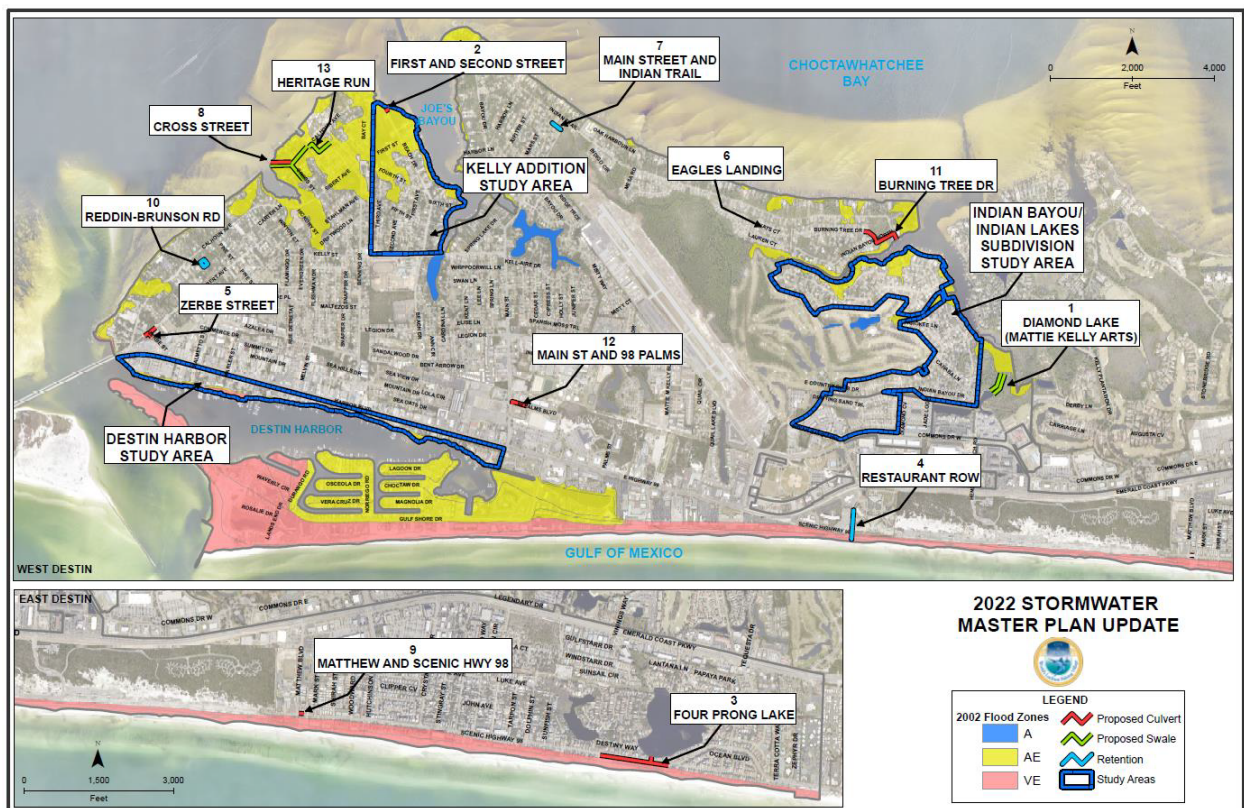
Below is the list of study areas and identified projects, listed in priority, based upon the 2004 LOS:

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



Motion by Committee member Weidenhamer for the Public Works/Public Safety Committee recommend City Council approval of the list of Priority Projects and Study Areas as presented.

In discussion, the swale initiative was briefly discussed and how it ties in with Public Health, Safety and Welfare, Water Quality, Hazard Potential, Economic Impacts, and Jurisdictional Compliance.

Vice Chairman Green questioned the funding for the initiative for the swales and how infiltrations rates should be established in the Land Development Code. According to Mr. Bodi, staff has not gotten to the point of creating the funding plan just yet.

According to Committee member Bell, Holiday Isle also has their flooding issues and spoke of a couple of ongoing incidents where water is getting pumped of private property onto the roadway and causing additional issues during heavy rains. She questioned why Holiday Isle is not on the list.

Mr. Bodi replied that Engineering will work Public Works to take a comprehensive look at that area.

Mr. Burgess stated that he will get with Code Compliance tomorrow since rain is expected in the next few days. Committee member Bell stated that she is not expecting anything immediate and just wanted to voice the issue since that is her assigned area.

With no more discussion, the Chairman called for the vote and **the motion passed unanimously 5-0.**

B) Wayfinding Master Plan Presentation – Daniel Butler

Mr. Butler explained that part of the Vision 2025 Council has identified the development and implementation of the Wayfinding Master Place as one of their priority objectives to help promote tourism and enhance visitors experience as well as enhancing Urban Design.

Main Thoroughfares (all 4 of these locations were also recommended by the TDC):

- Scenic Hwy 98 at Crystal Beach
- Highway 98 / Emerald Coast Parkway (eastern end of City limits, coming and going)
- Marler Bridge (eastern side of bridge, coming and going)
- Danny Wuerffel Way (southern corner of US Hwy 98/Hutchinson St) City Parks*
- Clement Taylor Park (this area was also recommended by the TDC)
- Norriego Point Beach Access & Park (this area was also recommended by the TDC)
- Captain Royal Melvin Park
- Nancy Weidenhamer Dog Park
- Harbor View Park
- The Shores at Crystal Beach Park (this area was also recommended by the TDC)
- June White Decker Park (this area was also recommended by the TDC)
- (Future) Gulf Power Linear Park • James Lee Park (this area was also recommended by the TDC)

- Joe's Bayou
- Captain Leonard Destin Park *Based on feedback from the boards and committees, it is recommended to only sign Joe's Bayou within The Village.
*The other parks within The Village were requested to remain as unadvertised as possible to keep the traffic down for the locals living in the neighborhoods where these parks are located.

Other Areas of Significance:

- Destin Public Library
- Destin Community Center
- Destin Fishing Museum
- City Owned Public Parking Lots
- Destin City Hall & Annex

TDC Recommended Locations:

- World's Luckiest Fishing Village Sign
- Foot of Marler Bridge
- O'Steen Beach Access
- Holiday Isle Welcome Sign
- Holiday Isle Main Entrance

The one recommendation that staff did not agree with the TDC was to sign all the beach trails, staff felt it would be an over proliferation of signage.

In regards to the Effect on the Budget, this program already exists within the city's budget, as well as both CRA budgets and will provide the following:

- Improve mobility and connectivity.
- Enhanced quality of life and safety for families.
- Effective, efficient, and aesthetically pleasing infrastructure.

Mr. Butler explained that staff is also working towards partnering with the Okaloosa County Tourism Development Council to find other funding sources. Additionally, this will be presented again to the Local Planning Agency for a recommendation to Council for final approval, and following final approval by City Council, staff would collaborate with the Finance Dept. and the city's PIO, Catherine Card, to execute the city's Wayfinding Program by public notification, as well as locating the budgeting expenses.

Committee member Perman made the motion to recommend the Public Works/Public Safety Committee support the proposed Wayfinding Master Plan and ask Staff to continue to work towards implementation. With Committee member Weidenhamer providing the second.

In discussion, several members suggested other areas and locations for consideration to sign. Staff stated they would take those under consideration. Having no further comment, **the motion passed with a 5-0 vote.**

C) Infrastructure Surtax Funding - Balance & Budgeting

According to Mr. Burgess, Ms. Strickland was unable to attend the meeting but explained that currently the funds are in a revenue account that cannot be directly spent until the funds are budgeted and an ordinance has to be adopted by Council in order to move the funds to a spendable account.

D) LED Streetlight Conversion Project, Phase II – recommendations

Mr. Burgess explained how there are several different types of lights in the city that will go through the process of being converted to LED lights. Three lights have been installed at the end of Gulf Shore Drive, all of Airport Road, some in Crystal Beach. Mountain and Azalea Corridor is currently in the process of being replaced. With Palms Street and 98 Palms next on the list to be completely replaced where the Shepard's hook type fixtures are in place.

- Crystal Beach west 61
- Beach Drive South 37
- Main Kelly 36
- Indian Bayou North 35
- Indian Bayou South 38
- Twin Lakes Mattie Quail area 35
- Kell-Aire area 67
- Calhoun Sibert Stahlman area 112
- Misty Way area 43

Motion to recommend Council fund the following Crystal Beach W, Main/Kelly, Kell-Air, and Calhoun/Sibert Stahlman areas for the LED street light conversion with Committee member Perman providing the second.

Committee member Bell amended the motion to include all the suggested areas but to place Crystal Beach W, Main/Kelly, Kell-Aire, and Calhoun/Sibert Stahlman areas at the top of the list. The motion passed, 5-0 vote.

5. OLD BUSINESS:

A) Road Striping Policy - 2022

After a brief explanation by Mr. Buress, **Committee member Weidenhamer made the motion that the Public Works/Public Safety Committee recommends City Council the provided road striping policy for their consideration and possible adoption. Committee member Stephens provided the second. The motion passed 4-1 with Vice Chairman Green voting no.**

B) Stormwater Issues - Public Comments

There was no public comment on this issue.

C) Public Works & Emergency Management Update

- Council approved the restriping of Azalea Drive at their February 21, 2022 meeting
- Milling, resurfacing and restriping of a portion of Scenic Hwy. 98 and west of Matthew Blvd, tear drop shaped loop.
- Replacement of a vehicle in PW and the vehicle being replaced will be transferred to the Recreation Dept. to be used to preform TDC functions.

- FDOT Lighting Agreement for 22 pedestrian crossings. As well as additional lighting to be placed at the Summer Place Inn.

➤ **Project Update**

- Restriping of Benning Drive is almost complete
- Sidewalk repairs ongoing to repair various areas of the city and ADA issues addressed
- Installing stormwater swales as discussed earlier on 3rd & 4th
- Speed tables for Calhoun is on the schedule – with the one on Calhoun to be retro designed, another one installed near Clement Taylor Park driveway and an elevated pedestrian walkway on Zerbe Street
- Legion Drive sink hole has a metal plate at the Emergency Vet Office will be replaced in about 3-weeks
- Staff is getting prepared for the hurricane season

Hurricane Season is coming up fast. Staff has been meeting with the County to be prepared with the following:

- Mitigation
- Preparedness
- Response
- Recovery

Mr. Burgess spoke of each departments responsibilities that are implemented through an Operating Instructions (OI) to follow.

6. MEMBER COMMENTS:

- **Committee member Bell – Public Parking**

Spoke of being approached by a citizen inquiring if the city has any plans for a shuttle to get the citizens from the public parking lots to the boardwalk. And if there are any plans for a directory so people will know where to find establishments. Mr. Burgess suggested that she make an appointment to speak with the Deputy City Manager.

- **Committee member Perman** – Asked if the cost for solar lights has been obtained for the pedestrian crossing lights she has previously asked about. According to Mr. Burgess, he has spoken to a group to obtain the information on them but has not heard back and will follow up with the company.

She also informed Mr. Burgess that the deterioration of the sides of Dolphin Street between Hwy. 98 and John Street is getting bad and needs to be addressed.

According to Mr. Burgess, staff is aware and has obtained a quote. However, the scheduling the work may be an issue.

There was a discussion regarding the “We Love Our Children” signs and locations of where they would better serve the community. Mr. Burgess asked the members to ride their areas and determine where they think a good area would be for one to be placed.

Having no further business at this time, the meeting adjourned at 6:50 p.m.

Adopted and approved this _____ day of _____ 2022.

John Green., Vice Chairman

Kim Montgomery, Deputy City Clerk

**LOCAL PLANNING AGENCY
MEETING MINUTES
MARCH 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, March 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

Members Absent

Corey Ledbetter

Staff Members Present

Kim Montgomery City Clerk
Steve O'Connor Principal Planner
Louis Zunguze CD Director
Tunazzina Alam, Planner
Kimberly Kopp City Land Use Attorney

3. APPROVAL OF MINUTES:

February 24, 2021

Motion by Agency member Bell, seconded by Agency member Hudson to approve the February 24, 2021, minutes as written. The motion passed 5-0.

4. NEW BUSINESS: *It was agreed by the Agency members for the Conditional Use request under New Business to be moved up on the agenda to be heard first.*

➤ **2022 Stormwater Master Plan Project List and Study Areas ** This item was not heard****

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

Ms. Alam presented the request to the Agency members by explaining the request meets the following requirements of the Land Development Code:

1. LAND USE COMPATIBILITY

The proposed Conditional Use meets the intent of the CG zoning district

2. SUFFICIENT SIZE, SITE SPECIFICATIONS, AND INFRASTRUCTURE

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

3. PROPER USE OF MITIGATIVE TECHNIQUES

There are 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

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

5. OVER PROLIFRATION OF USE

Smoke shops, or “other miscellaneous store retailers”, are a Conditional Use in the CG zoning district. With there being only one other smoke shop within a one mile radius of this location, 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

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

In 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 and 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.

Ms. Kopp explained to the Agency members that at this time, the parking agreement is still being reviewed for legal sufficiency before it goes on to Council and as part of that is to verify that there are no overlapping hours for each of the businesses.

Motion by Agency member Bell 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. Agency member Hudson provided the second.

In discussion, Agency member Behr questioned if everyone within the 300-feet of the request has been sufficiently noticed emphasizing on the fact that there is a church within that perimeter.

The LUA asked Mr. O'Connor the following questions:

Were the 300-feet abutters noticed? Yes.

Specifically, do you recall if the church was noticed? Mr. O'Connor answered, he cannot say for certain at this moment if they were however, if they were on the list, they were within the 300-feet and received the abutter letter.

According to Mr. Zunguze, going forward, he will ensure that they will be provided with the proof the notices were sent for any future projects such as this, in their packets.

There was a discussion regarding the notice requirements of different situations and how staff gets those out to the public based on the type of request or public hearing.

With no more discussion, **Chairman Wood called for the vote and the motion passed 5-0.**

5. OLD BUSINESS:

➤ Comprehensive Plan Chapter 1 Update Recommendation

Mr. O'Connor explained that staff has implemented their comments made at the previous meeting and Chapter One is now ready to go forward to City Council for their formal approval for the updates and changes.

Motion by Agency member Bell, seconded by Agency member Hudson, to recommend 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. Agency member Hudson provided the second for discussion.

There was some discussion in ensuring that the following statement, "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." is moved to the language in Policy 1-1.1.1 (a) Building Mass & Scale, and moving it to Policy 1-3.25 (b) Mixed Use Developments, as discussed at their last meeting. Staff verified that action would be taken. Also, in the discussions at the last meeting referring to the Checklists being removed from the LDC and being maintained in the Planning Offices as well as a hyperlink on the city website, which both are already maintained in that format for anyone to access.

Mr. O'Connor clarified that they will only be removing the requirements of Article 7 to have the checklist in the LDC.

Chairman Wood called for the vote and the motion passed 5-0.

NEW BUSINESS CONTINUED:

➤ Comprehensive Plan Chapter 2 Discussion – Transportation Element Implemented Policies & Objections

- **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.

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 served in another document, such as the Emergency Operating Plan. A plan that is readily available and better served.

The Agency members agreed.

Partially Completed Policies & Objectives:

- **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.

The Agency members agreed with the statement.

- **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.

The Agency members agreed.

Policies & Objectives to be implemented through the LDC

- **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.

The Agency members agreed with the statement.

In closing, Mr. O'Connor, these were for discussion purposes only and staff will bring back the update for Policy 2-1.72 and separating out the language about the objective 2-1.7 to make it more clear for their formal recommendation.

Mr. Zunguze spoke up and added that if they feel comfortable with what was discussed they could just forward it on and not bring it back for additional discussions.

Chairman Wood stated that he does feel it needs to be brought back for additional discussion.

In regards to the objective, Agency member Buhr suggested that they make it in two separate paragraphs. One with language telling where it's located and break it out to make it a staff and LPA recommendation.

➤ Draft Land Development Code Article III Discussion/Workshop

Mr. O'Connor stated that just like they previous, staff is bringing before them the annotations from Article 3, which is a brand new article and specifically pulls out nonconformities through out and creates a specific Article just for nonconformities. Adding that this is very common in many Land Development Code.

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 discussion on the intent of this section. Also want to discuss the expansion of non-conforming uses that are in the public interest.

In an example, the Sheriff's Complex on Stahlman Avenue. If they had to make any major

improvements to the building, they would be required to be at a conforming location. However, to be able to continue to serve the community for safety purposes, they need to stay where they are and still make the major improvements. Staff will work further on the language for this.

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.

There was a brief discussion about nonconforming uses and legal nonconforming structures and how the code will apply to each if someone wants to make changes to them. Mr. O'Connor clarified that all nonconforming issues will be in Article 3 and how anytime someone wants to make a change, the site would have to be brought up to the current code standards.

The Agency members agreed with staff.

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, and 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.

The Agency members agreed with staff to add this section.

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.

5. ADJOURNMENT:

Having no further discussion at this time, the meeting adjourned at 6:40 p.m.

Adopted and approved this _____ day of _____ 2022.

James Wood, Jr. Chairman

Kim Montgomery, Destin City Clerk

**MINUTES OF THE
HARBOR AND WATERWAYS BOARD MEETING
DESTIN CITY HALL, MARCH 28, 2022 - 5:00 P.M.**

1. CALL TO ORDER:

Chairman Hoey called the Destin Harbor and Waterways Board meeting to order at approximately 5:30 p.m. on Monday, March 28, 2022, at Destin City Hall, with the Pledge of Allegiance immediately following.

2. ROLL CALL:

Member Present:

Richard Hoey
Guy Tadlock
John Stephens
Jim Green
Bill McKissick

Members Absent

Harvey Hurst
Casey Jones

Staff:

Rey Bailey City Clerk
Daniel Butler Senior Planner
Tunazzina Alam Planner
Louis Zunguze Com. Dev. Director
Kyle Bauman City Attorney

3. APPROVAL OF MINUTES:

➤ **February 28, 2022**

It was determined that the minutes that were included in the packet are not the final version and were pulled for approval.

4. PUBLIC COMMENTS:

None

5. OLD BUSINESS:

➤ **Status of the Harbor Pump**

Mr. O'Connor explained the last part to be installed was the variable speed control that should be installed if it hasn't already.

➤ **Status of the Harbor Capacity Steering Committee**

The agreement has been executed, funded and they will be out surveying and aerial flights during the upcoming busy holiday weekends as well as off weekends to get a good analysis between the two.

Mr. Zunguze added that the Army Corp. has their list of contractors that they use on a regular basis and will use the ones that are available to come here and work, which will be supervised by the Army Corp. He also discussed the surveys that are online for anyone to take and encouraged the members to take a few moments to go online to the City's website and complete them, as the information tremendously helps staff.

6. NEW BUSINESS:

A. Proposed Marine Construction project at 4049 Indian Bayou N.

Ms. Alam explained B&W Services, LLC, on behalf of Josh Reiker, has applied for Harbor and Waterways Board review of a residential construction application for one (1) 16' x 4' marginal dock addition to an existing dock, and installation of four (4) pilings for a boatlift, comprising approximately 64 square feet. The contractor has provided a Florida Department of Environmental Protection (FDEP) Self-Certification (File No.: 0412903001EE) for the project. City staff reviewed the application and determined that the plans comply with City Codes and regulations, including Section 11.05.01, Marina Siting.

Board member Stephens expressed concern for the marshy area present at the corner of the property.

Board member Tadlock asked if the 25-foot riparian setback would come into play for this request. According to Mr. O'Connor, it would not because the structure is a preexisting structure, and they are only removing a section of it.

Motion by Board member Stephens, seconded by Chairman Hoey to recommend City Council approve the request for the proposed Marine Construction project located at 4049 Indian Bayou N. In discussion, Board member Tadlock spoke of how he feels a walkway should be required, especially in the marshy area. Mr. O'Connor pointed out that there are no requirements for a walkway by the State and the city would only enforce that if the State or ACE did, and if they did, it be at the building permit level not this level. **The motion passed 4-0.**

B. Proposed Marine Construction project at 529 Norriego Road

Ms. Alam explained ECM, on behalf of Jim Parker, has applied for a Harbor and Waterways Board review of a residential construction application for an 18.9' x 11' covered dock and a 149.4' long seawall along the shoreline.

Mr. John Green, the applicant's contractor informed the Board that that the dock is an existing dock already in place.

There being no discussion, **Board member Tadlock made the motion to recommend the Harbor and Waterways Board recommends City Council approve the request for construction application for an 18.9' x 11' covered dock and a 149.4' long seawall along the shoreline. Board member Stephens provided the second and the motion passed 4-0.**

7. BOARD MEMBER COMMENTS:

Board member McKissick spoke of meeting with the Coast Guard and one of the discussions was getting reflective stickers to paddle boards.

Board member Stephens stated that he could help get them distributed to all the livery businesses on the harbor.

There was a brief discussion regarding the “Take over Crab Island” and how law enforcement is well aware and prepared to handle it, as they have in the past.

8. ADJOURNMENT:

With there being no further discussion, the meeting adjourned at 5:50 p.m.

Adopted and approved this _____ day of _____ 2022.

Richard Hoey, Chairman

Rey Bailey, City Clerk

**MINUTES OF THE
PARKS & RECREATION COMMITTEE
MEETING DESTIN CITY HALL BOARDROOM
MARCH 22, 2021 MEETING - 4:00 PM**

1. CALL TO ORDER:

Chairwoman Trammell called the meeting to order at 4:00 p.m. on Tuesday, March 22, 2021, in the Destin City Hall Annex Chambers with the Pledge of Allegiance immediately following.

2. ROLL CALL:

Members Present

Sandy Trammell
Nikki Johnson
Danielle Piper
Barbara Telford
Leslie Schmidt

Member Absent

Brian Liesveld
Matthew Sweetser

Staff Present

Kim Montgomery Deputy City Clerk
Lisa Firth Recreation Director
Ryan Reed Dep. Recreation Director
Michael Baird Parks & Rec Supervisor
Steven O'Connor Principal Planner
Daniel Butler Senior Planner
Joe Bodi Engineering Asst. II

3. APPROVAL OF MINUTES:

September 29, 2021

October 26, 2021

Motion by Committee member Johnson, seconded by Committee member Schmidt, the members voted 5-0 to approve the minutes of the September 29, 2021 and the October 26, 2021 minutes.

4. OLD BUSINESS: None

5. NEW BUSINESS:

➤ **Stormwater Master Plan Presentation – Joe Bodi**

Mr. Bodi presented the 2022 Stormwater Master Plan to the members. Explaining the plan provides mitigation and strategies for Code revisions to both the Land Development Code and the Comprehensive Plan to ensure consistency for both as well as creating sub-drainage basins using LiDAR which will be conducted by the City's Continuing Services Contractor Jenkins Engineering.

He explained 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 list of projects, the SWMP proposes a City-wide Swale Initiative. The City-wide Swale Initiative will identify additional public rights of way and reestablish 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, Homeowners Associations or Property Management Company.

The objectives are:

- 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).

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

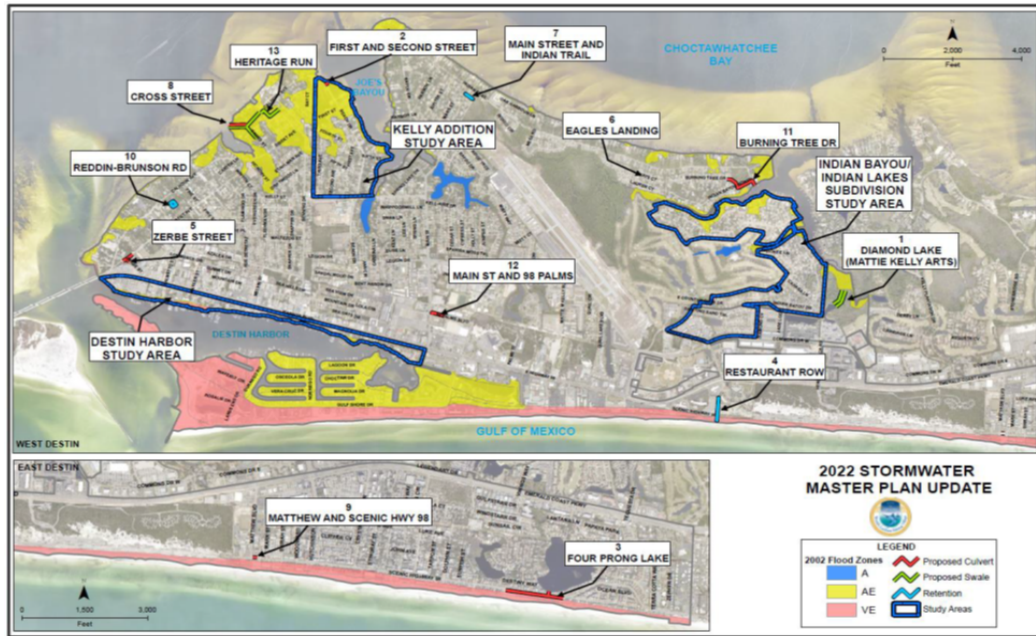
STUDY AREAS:

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
Heritage Run

Main Street and Indian Trail
Cross Street
Scenic 98 and Matthew Boulevard
Reddin Brunson
Burning Tree
Main Street & 98 Palms



Chairwoman Trammell asked about the stormwater drainage located outside of the airport on Main Street and Indian Trail. According to Mr. Bodi, that will most likely be pipes with culverts and some swales to take the water from the Airport property that drains onto Main Street. Additionally, the airport is looking into expansion in the near future and their stormwater will be addressed.

Committee member Johnson spoke of the project for 1st and 2nd Street and asked if any consideration has been taken for the wetlands that are located across the street from Mattie Kelly but where the water drains over to the Mattie Kelly wetlands. Adding that she is concerned because the owner of the lot is wanting to develop it.

According to Mr. Bodi, the city is aware of their interest, and they have been informed the lot is considered wetlands. Additionally, that parcel will be a part of the comprehensive study that may end up having to be purchased or coming up with some other means of getting the water moved. He also spoke of there being several other dynamics going on in that area but they just won't know anything until after the study is finalized.

Chairwoman Trammell spoke of how wherever there are homes in these areas that have been affected by flooding, they should be put at the top of the list for the study.

Chairwoman Trammell made the motion that wherever stormwater is flooding people's homes, those properties need to be placed at the top of the priority list. Committee member Piper provided the second. The motion passed 5-0.

➤ **Wayfinding Master Plan & Planning Area Project Update – Daniel Butler**

Mr. Butler explained the only change from the last time he presented this to them was a change from the TDD and staff has identified areas of significance for signing. Also, with the city partnering with the TDD for the funding of the program, they have provided some areas they would like to have included in the plan. Staff has identified the main east/west corridors, Marler Bridge, and Danny Wuerffel Way, city facilities, library, and the fishing museum. He also noted, their feedback in to not sign the village areas of the city except for Joe's Bayou has been implemented. Staff is seeking guidance to move forward to go to the LPA one more time for their recommendation to Council for the adoption of the plan.

Motion by Committee member Johnson to recommend the City Council to approve and adopt the Wayfinding Master Plan with Committee member Piper providing the second. The motion passed 5-0.

➤ **Park Inspections**

Mrs. Firth informed the members that she would input the information from their inspections and bring them a comprehensive report where staff is with the repairs. She also reminded the members to continue to make note of any dedicated trees they find in their inspections and report so she can keep the inventory up-to-date.

➤ **Arbor Day**

In discussion, the decision was made to have the Arbor Day/tree planting at Kell-Air North Park, Committee member Schmidt spoke of how she feels two trees should be planted at each side of the entrance of the park.

Aubrey Santucci will be the speaker and Committee member Schmidt agreed to find out if the Pre-K children can attend the event, which will be on April 22, 2022.

Committee member Trammell spoke of how she would like to have a tree planted in the memory of Tammy Scott, who lived just across the street from the park.

➤ **Annual Report & Work Plans**

The members reviewed the Annual Report and Work Plans and discussed minor changes needed. Chairwoman Trammell spoke of needing to make some minor corrections to them before presenting it to Council.

Motion by Committee member Telford to approve the Annual Report and Work Plans and present to Council once the minor changes are made. Committee member Johnson providing the second. The motion passed 5-0.

➤ **Member Comments**

Committee member Johnson commended staff for the Joe's Bayou survey and asked if the results would be presented to them. According to Mrs. Firth, they will be presented to them by Mr. Pierce Barrett along with the plans when they are at the 30% stage.

Chairwoman Trammell spoke of how Council member Wagner has mentioned that he would like to see the park hours extended an additional 30-minutes past sunset for those that like to enjoy it. She also mentioned that she would like to discuss the linear park in the Town Center District and suggests inviting Lockwood Wernet to a meeting to discuss the status.

➤ **Staff Report**

- Royal Melvin Heritage Park continues to be behind schedule and most likely will not be finished by the proposed 4/18 date.
- Easter Egg Hunt – April 16th @ Morgan Sports Center
- Founders Day – 1st Saturday in May (7th)
- Clement Taylor Park still on hold

Mrs. Firth also asked the members to keep an eye out for any commercial businesses they see operating out of city parks. She explained staff is working hard to get them stopped but they need help. So, if they see anything suspicious, take a picture of the vehicle or boat identification and contact her.

➤ **Next meeting:** April 26, 2022

ADJOURNMENT:

Having no further discussions, the meeting adjourned at 6:50 PM.

Adopted and approved this _____ day of _____ 2022.

Sandy Trammell, Chairwoman

Kim Montgomery, Deputy City Clerk

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: April 18, 2022
TYPE OF AGENDA ITEM: City Manager Report
AGENDA OUTLINE NUMBER: 4.A.

TO: City Council

THRU: Webb Warren, Deputy City Manager
Lance Johnson, City Manager

FROM: Krystal Strickland, Finance Director

DATE: April 12, 2022

SUBJECT: Quarterly Investment Report

I. BACKGROUND:

Attached for your review is the current quarterly investment report with schedules showing the current status of the City investment accounts with Raymond James. Summary tables of activity are provided in the Discussion section below.

II. DISCUSSION:

March 7, 2022, the City adopted a new Investment Policy under Resolution 22-05. The Raymond James report is attached, which includes a listing of investments by type with their book and market values as of the report date as well as portfolio activity during the period. Following are supplementary tables.

Table 1 shows the value of the portfolio as of March 31, 2022 by security type. This table also shows the percentage of each security type along side the maximum amount allowed by our investment policy.

Table 1: Investment Portfolio current fair value by type and weight by percentage

Investment Type	Fair Value	Percentage of Portfolio	Max % as per Investment Policy 22-05
US Treasuries	\$ 3,205,161	13%	75%
Mortgage and Asset Backed Securities	9,496,501	40%	75%
Investment grade corporate bonds	2,069,759	9%	20%
FDIC Insured certificates of deposit	593,938	2%	75%
Cash at Raymond James	1,572,469	7%	75%
Unrestricted Cash at Trustmark*	7,076,882	29%	75%
Portfolio Total	\$ 24,014,710	100%	

*Unrestricted funds at Trustmark LESS 3 months operating projections

Table 2 shows the income earned for the current quarter and for the calendar year to date.

Table 2: Income earned for quarter and year-to-date

	Current Quarter (01/01/2022 - 03/31/2022)	Calendar Year to Date (01/01/2022 - 03/31/2022)
Investments	\$ 537,024	\$ 537,024
	\$ 537,024	\$ 537,024

Table 3 compares the performance of the City of Destin's investments against two benchmarks.

Table 3: Comparison of Quarterly and Calendar Year-to-Date Performance to Benchmarks

	Current Quarter (01/01/2022 - 03/31/2022)	Calendar Year to Date (01/01/2022 - 03/31/2022)
City of Destin	-2.82%	-2.82%
ICE BofA 1-Year US Treasury	-0.80%	-0.80%
Florida Prime*	0.14%	0.14%

*The performance benchmark for Florida Prime is the 3-month annualized net participant yield.

Downloaded 04/13/22, March 2022 report not available yet from Florida Prime.

Table 4 lists the investments by type, lists maturity dates and average maturities of the investments in each major category. The percentage of portfolio total is then applied to find the weighted average maturity of the total portfolio. The significant amount of cash brings the average weighted maturity down to the equivalent of 1.66 years. Ratings by Standard & Poors are also listed in this table. Eagle Assets of Raymond James is working diligently to replace

BBB- investment grade corporate bonds with corporate bonds with a minimum rating of A and asset-backed securities with a minimum rating of AAA. We aim to complete this transition by October 1, 2022.

Table 4: Maturity dates and weighted average maturity of the investment portfolio

Investment Type	Fair Value	Maturity	Percentage of Portfolio (Weight)	Average Maturity (years)	Weighted Average Maturity	Ratings
US Treasuries	\$ 3,205,161	11/30/22-11/15/31	13%	3.18	0.42	
Mortgage and Asset Backed Securities	9,496,501	07/25/22 -06/01/45	40%	2.11	0.83	AA+ to AAA
Investment grade corporate bonds	2,069,759	10/01/22-09/15/30	9%	4.48	0.39	BBB- to AA+
FDIC Insured certificates of deposit	593,938	06/29/22-12/18/23	2%	0.81	0.02	
Cash at Raymond James	1,572,469	3/31/2022	7%	0.00	-	
Unrestricted Cash at Trustmark*	7,076,882	3/31/2022	29%	0.00	-	
Portfolio Total	\$ 24,014,710		100%		1.66	

Table 5 is a summary of changes for the fiscal year to date compared to the prior four fiscal years for funds transferred to Raymond James. During fiscal year 2022, the City has realized income in the amount of \$160,186 and has accumulated an unrealized decrease in market value of \$711,415. At the completion of the Audit, \$1,742,528 was transferred to the investment accounts with Raymond James from the General Fund. Investment administration expenses this year to date total \$35,249.

Table 5: Additions and Deductions five-year trend

	10/01/2021- 03/31/2022	10/01/2020- 09/30/2021	10/01/2019- 09/30/2020	10/01/2018- 09/30/2019	10/01/2017- 09/30/2018
Additions					
Contributions	\$ 1,742,528	\$ 5,234,644	\$ -	\$ -	\$ -
Interest Earnings	160,189	291,529	261,031	253,389	213,534
Unrealized gain/(loss)*	(711,415)	(250,557)	167,448	252,775	(192,880)
Total Additions	\$ 1,191,302	\$ 5,275,615	\$ 428,479	\$ 506,164	\$ 20,654
Deductions					
Investment Admin Expenses	35,249	58,455	35,592	34,330	37,560
Total Deductions	35,249	58,455	35,592	34,330	37,560
Net Change	\$ 1,156,053	\$ 5,217,160	\$ 392,887	\$ 471,834	\$ (16,906)
Beginning Balance	\$15,739,545	\$10,522,385	\$10,129,498	\$ 9,657,663	\$ 9,674,570
Ending Balance	\$16,895,598	\$15,739,545	\$10,522,385	\$10,129,498	\$ 9,657,663

*Unrealized gain/loss is the fair market value of the investments if sold on the reporting date instead of holding to maturity.

Table 6 shows the fund balance characterization of the funds held with our Investment Firm plus the additional available to be invested currently on hand at Trustmark. The committed balances listed below are in accordance with the City's Fund Balance policy Resolution 12-20.

Table 6: Investment Fund Balance

Fund Balance	As of 03/31/2022
<i>Committed</i>	
Emergency Operations	\$ 3,707,539 = 3 months operating
Emergency Maintenance	3,707,539 = 3 months operating
Debt Service	2,669,655 = 1 year debt service
Total Committed	<u>10,084,733</u>
<i>Unrestricted</i>	\$ 13,929,977
Total Fund Balance	<u>\$ 24,014,710</u>

A current report as of March 31, 2022 produced by Raymond James is attached. The Raymond James report shows results on a calendar year basis instead of on a fiscal year basis.

A. Link to Strategic Goals / Objectives:

Financially sound city providing service excellence.

B. Effect on Budget (EOB):

This item is for information only and has no effect on the Budget.

C. Level of Service (LOS):

This report provides the City Council with the current financial condition of the City.

III. CONCLUSION:

The City is currently receiving the investment interest revenue and paying investment administrative expenses in a manner consistent with prior years.

IV. RECOMMENDED MOTION:

No motion is required for this item.

Attachments:

1. City of Destin Mar 2022 report



Brian Haugen WMS, CRPS®, CEP®
Senior Vice President, Investments

Steve Cann MS, MPAS®, CFP®
Associate Vice President, Investments

April 11, 2022

Krystal:

Attached is the City's most recent quarterly report for the period ending 3/31/2022.

Summary of Investment Objectives and Restrictions

Accounts at Raymond James / Eagle Asset Management are managed in accordance with the City's published objectives and restrictions as referenced and summarized below:

- **Compliance with Florida Statutes 218.415 & 208.02, and City's Investment Policy Statement adopted in Resolution 22-05**

Allowable investment securities are restricted to:

- Bank deposits at Qualified Public Depository
- U.S. Treasuries, TIPS, T-bills
- U.S. Government Agencies
- U.S. Government Sponsored Enterprises
- Certificates of Deposit (FDIC-insured CDs)
- Commercial paper (Prime-I, A-1+ or better)
- Grade Corporate Bonds (A or better)
- Asset Backed Securities (AAA only)
- Government Money Market Funds
- Municipal Bonds (AA, Aa or better)

Resolution 22-05 provides for a transitional period until October 1, 2022 for the City's portfolio to become fully compliant with changes adopted in the revised Investment Policy Statement

- **Compliance with City's stated Investment Objectives and Criteria (Investment Policy Statement, Resolution 22-05)**

- Safety, risk management (interest rate, and credit), liquidity, income, prudence
- Average portfolio maturity of not more than five (5) years
- Performance goal to regularly exceed the average rate of return on the ICE BOA Merrill Lynch 1-yr US Treasury Index, or three-month annualized net participant yield for Florida Prime

Performance Analysis as of Apr 11, 2022



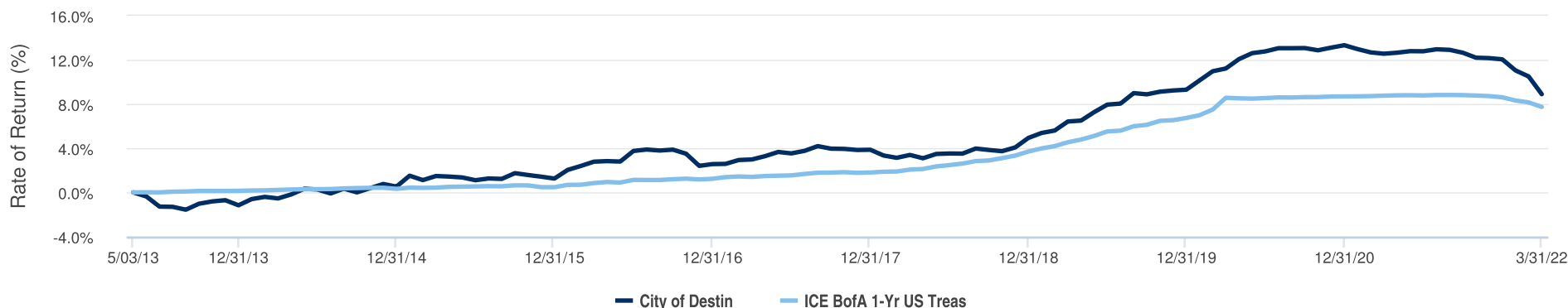
City of Destin

BRIAN HAUGEN, STEVE CANN
brian.haugen@raymondjames.com

Performance Analysis Summary

Time-Weighted (Net of Fees)

Total Market Value as of 3/31/2022: \$16,937,442.48



The Cumulative Return is charted above.

	YTD 12/31/21 3/31/22	Last 3 Years* 3/31/19 3/31/22	Since Inception* 5/03/13 3/31/22
City of Destin	(2.82%)	0.77%	0.96%
ICE BofA 1-Yr US Treas	(0.80%)	1.01%	0.84%
S&P 500 Total Return Indx	(4.60%)	18.91%	14.48%
Bloomberg U.S. Agg Bd	(5.93%)	1.69%	2.01%

Inception Date: 5/3/13

*Returns are annualized for periods greater than one year.

Performance Analysis as of Apr 11, 2022



City of Destin

BRIAN HAUGEN, STEVE CANN
brian.haugen@raymondjames.com

Performance Analysis Detail

Time-Weighted (Net of Fees)

	Account	Market Value(\$) 3/31/22	Performance Inception/ Close	YTD 12/31/21 3/31/22	Last 3 Years* 3/31/19 3/31/22	Since Inception* 5/03/13 3/31/22
City of Destin - CD's	xxxxx714	1,918,007.65	9/21/2017	(0.17%)	1.30%	1.49%
EM Maintenance Fund	xxxxx675	3,626,416.34	5/03/2013	(2.43%)	0.10%	0.55%
Alternate Investment Fund	xxxxx680	5,131,185.37	5/03/2013	(4.61%)	0.89%	1.15%
Debt Service Fund	xxxxx699	2,630,858.60	5/03/2013	(2.32%)	0.15%	0.56%
EM Operating Fund	xxxxx703	3,630,974.53	5/03/2013	(2.30%)	0.24%	0.60%

**Returns are annualized for periods greater than one year.*

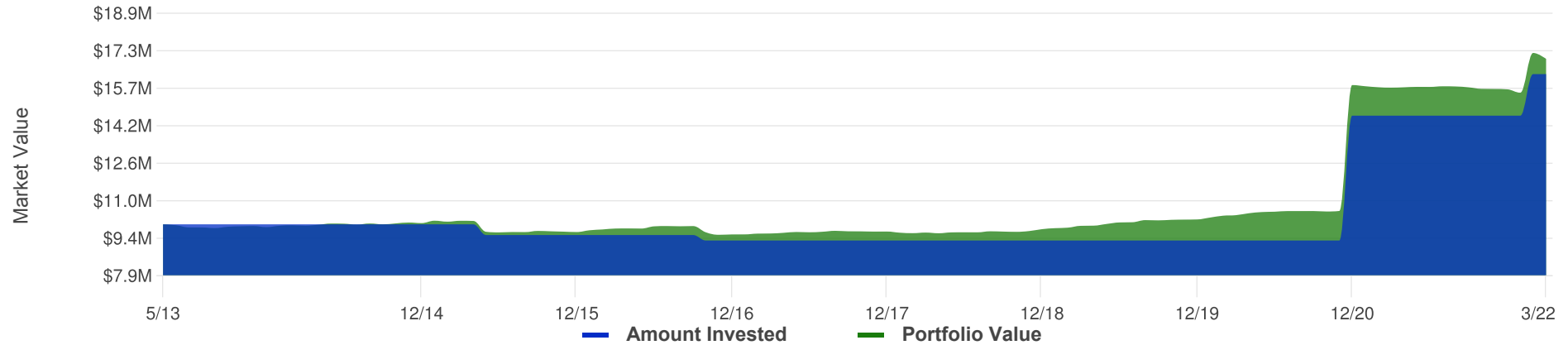
Value Over Time as of Apr 11, 2022

City of Destin

BRIAN HAUGEN, STEVE CANN
brian.haugen@raymondjames.com

Value Over Time

5/3/13 - 3/31/22



	Beginning Market Value	Contributions/ Withdrawals	Income	Change in Market Value	Ending Market Value	Investment Results	Time-Weighted (Net of Fees) Performance	Annualized* Performance
Total Portfolio	\$10,000,000.00	\$6,299,692.23	\$17,805,312.23	(\$17,167,561.98)	\$16,937,442.48	\$637,750.25		0.96%
Year to Date (12/31/2021 - 3/31/2022)	\$15,661,817.00	\$1,742,528.00	\$537,024.07	(\$1,003,926.59)	\$16,937,442.48	(\$466,902.52)	(2.82%)	0.96%
2021	\$15,840,260.12	\$0.00	\$2,839,054.28	(\$3,017,497.39)	\$15,661,817.00	(\$178,443.11)	(1.13%)	1.32%
2020	\$10,204,966.41	\$5,234,644.08	\$1,859,129.71	(\$1,458,480.08)	\$15,840,260.12	\$400,649.63	3.69%	1.64%
2019	\$9,796,723.09	\$0.00	\$1,879,327.34	(\$1,471,084.02)	\$10,204,966.41	\$408,243.32	4.17%	1.34%
2018	\$9,697,274.91	\$0.00	\$1,732,678.94	(\$1,633,230.76)	\$9,796,723.09	\$99,448.18	1.03%	0.85%
2017	\$9,575,633.36	\$0.05	\$2,110,544.62	(\$1,988,903.12)	\$9,697,274.91	\$121,641.50	1.27%	0.82%
2016	\$9,676,426.31	(\$228,000.00)	\$2,100,089.19	(\$1,972,882.14)	\$9,575,633.36	\$127,207.05	1.29%	0.69%
2015	\$10,051,869.42	(\$449,479.90)	\$1,813,360.59	(\$1,739,323.80)	\$9,676,426.31	\$74,036.79	0.73%	0.47%

Value Over Time_{as of Apr 11, 2022}



City of Destin

BRIAN HAUGEN, STEVE CANN
brian.haugen@raymondjames.com

	Beginning Market Value	Contributions/ Withdrawals	Income	Change in Market Value	Ending Market Value	Investment Results	Time-Weighted (Net of Fees) Performance	Annualized* Performance
2014	\$9,883,023.75	\$0.00	\$1,686,696.01	(\$1,517,850.34)	\$10,051,869.42	\$168,845.67	1.71%	0.31%
2013 (5/03/2013 - 12/31/2013)	\$10,000,000.00	\$0.00	\$1,247,407.48	(\$1,364,383.73)	\$9,883,023.75	(\$116,976.25)	(1.17%)	(1.17%)

*Returns are annualized for periods greater than one year.

Additional Information Regarding This Report

City of Destin

BRIAN HAUGEN, STEVE CANN
brian.haugen@raymondjames.com

This report should not be used as a substitute for your monthly statement, 1099 or to determine taxability. Changes in tax laws may occur at any time and could have a substantial impact upon each person's situation. While we are familiar with the tax provisions of the issues presented herein, we are not qualified to render advice on tax or legal matters. The information in this report has been obtained from sources that we believe to be reliable, but cannot be guaranteed.

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Alex. Brown a division of Raymond James.

The account listing may or may not include all of your accounts with Raymond James & Associates, Inc. This report is comprised of data from the following accounts: xxxxx714, xxxxx675, xxxxx680, xxxxx699, xxxxx703

Report ID: a_113652_1649736000000_1649787155000_00001of00001

Performance

The performance data quoted represents past performance and does not guarantee future results. The investment return and principal value of an investment will fluctuate so that an investor's shares, when redeemed, may be worth more or less than their original cost. The current performance may be lower or higher than the performance data quoted. It is not possible to invest directly in an index.

Performance is depicted using the Time-Weighted method for the entire period.

Time-Weighted - The geometric (compounded) return measured on the basis of periodic market valuations of assets. If applicable, the return includes the effects of leverage. Unlike the dollar-weighted method, it minimizes the impact of cash flows on the rate of return; however, in principle it requires valuations to be made on the occasion of each cash flow. Approximation to this measure can be obtained by prorating cash flows to successive valuation points or by computing internal rates of return between valuation points. If there are no interim cash flows, the time-weighted return, compounded annually determines the entire value of an investment.

Returns are calculated net of fees.

Annualized refers to the annualized return from the inception date of the account, or the selected beginning date when using the date-to-date functionality.

The inception date indicates the date of account or household initiation in the Portfolio Performance system. This date may not match the date the account was opened.

Managed Account Performance- In order for managers to track real time cash in managed AMS accounts, certain activity may not reflect the actual transaction dates and market values may differ from what is reported on client statements. The Time-Weighted Total Equity and Time-Weighted All Cash returns are the same for these accounts.

All performance figures exclude unpriced securities (including securities of indeterminate value), limited partnerships (other than limited partnerships classified as Alternative Investments and

appearing in that section of your statement).

Dividends are not guaranteed and will fluctuate.

The CFA Institute has not been involved with the preparation or review of this statement.

Accounts that have been closed may be included in the consolidated performance report. When closed accounts are included in the consolidated report, the performance report will only include information for the time period the account was active during the consolidated performance reporting time period.

Accounts with Real Time Cash may have cash values updated throughout the day, note that this may cause a difference in account values between performance and holdings reports.

Securities Information

Non-proprietary annuity values will show as contributions on the date they became available to the Portfolio Performance system. They are included through the selected calculation ending date. Prior inclusion of these values in the rate of return calculation is not available.

Raymond James Certificates of Deposit values will show as contributions on the date they became available to the Portfolio Performance system. They are included through the selected calculation ending date. Prior inclusion of these values in the rate of return calculation is not available.

Values include accrued income. Values are based on trade date accounting method.

This analysis is for informational purposes only and is intended to be used as part of a complete portfolio review with your financial advisor. The data provided in the asset allocation analysis is subject to inherent limitations and is not guaranteed to represent actual asset class exposure(s) within your account(s) at the time of calculation. See raymondjames.com/asset-allocation/faq to learn more. Raymond James and Morningstar data are subject to the availability of fund filings as well as internal analysis and may not represent real-time allocations.

Additional Information Regarding This Report

City of Destin

BRIAN HAUGEN, STEVE CANN
brian.haugen@raymondjames.com

An investment in a money market fund is not insured or guaranteed by the Federal Deposit Insurance Corporation or any other government agency. Although these funds seek to preserve the value of your investment at \$1.00 per share, it is possible to lose money by investing in them.

Benchmark Information

Bloomberg U.S. Agg Bd - The Bloomberg U.S. Aggregate Bond index is a measure of the investment grade, fixed-rate, taxable bond market of roughly 6,000 SEC-registered securities with intermediate maturities averaging approximately 10 years. The index includes bonds from the Treasury, Government-Related, Corporate, MBS, ABS, and CMBS sectors.

ICE BofA 1-Yr US Treas - The ICE BofA 1-Year US Treasury Note Index is comprised of a single issue purchased at the beginning of the month and held for a full month. At the end of the month that issue is sold and rolled into a newly selected issue. The issue selected at each month-end rebalancing is the outstanding two-year Treasury note that matures closest to, but not beyond, one year from the rebalancing date. To qualify for selection, an issue must have settled on or before the month-end rebalancing date.

S&P 500 Total Return Indx - The S&P 500 Index Total Return is a broad-based measurement of changes in stock market conditions based on the average performance of 500 widely held common stocks. It consists of 400 industrial, 40 utility, 20 transportation, and 40 financial companies listed on U.S. market exchanges. This is a capitalization-weighted calculated on a total return basis with dividends reinvested. The S&P represents about 75% of the NYSE market capitalization.

FDIC Insured CD Ladder

Description	Symbol/CUSIP	Maturity Date	Coupon	Quantity	Est. Annual Income
CASH				\$ 1,323,369.73	
ALLY BANK MIDVALE, UT FDIC # 57803 CERTIFICATE OF DEPOSIT SEMI-ANNUAL	02007GKN2	7/5/2022	2.15%	113,000.00000	\$2,429.50
AMERICAN NATIONAL BANK FDIC # 33812 CERTIFICATE OF DEPOSIT MONTHLY CALLABLE BEGINNING 01/30/22	02772JCC2	6/30/2023	0.15%	100,000.00000	\$150.00
BANK OF NEW ENGLAND FDIC # 24540 CERTIFICATE OF DEPOSIT MONTHLY	063847BG1	6/29/2022	0.10%	100,000.00000	\$100.00
BANK OF NEW ENGLAND FDIC # 24540 CERTIFICATE OF DEPOSIT MONTHLY	063847BJ5	9/29/2022	0.10%	150,000.00000	\$150.00
GOLDMAN SACHS BANK USA NEW YORK, NY FDIC # 33124 CERTIFICATE OF DEPOSIT SEMI- ANNUAL	38149MNX7	1/30/2023	1.80%	40,000.00000	\$720.00
TEXAS EXCH BANK SSB CROWLEY, TX FDIC # 20099 CERTIFICATE OF DEPOSIT MONTHLY CALLABLE BEGINNING 01/18/22	88241TJP6	12/18/2023	0.35%	95,000.00	\$332.50
Total:	6			\$ 1,917,307.93	\$4,014.34

Emergency Maintenance Fund (Page 1 of 2)

CUSIP	Coupon	Maturity	Quantity	Market Price	Mkt Value + Accrued	Moody Rating	S&P Rating	Duration	Yield to Worst	Current Yield	Avg Life Yrs	Weight
DESTCT - City of Destin (Prices as of 03/31/2022)	1.949	12/28/2026	3,652	99.097	3,626,687.11			1.901	2.271	1.968	2.045	99.97
Cash												
-												
CASHCASH6 - OPENING BALANCE	0.000	04/01/2022	69	100.000	68,707.34	U.S./#Aaa	U.S.	0.000	0.000	0.000	0.003	1.89
ABS												
-												
12660DAC1 - Cnh Equipment Tr 2022-a 20270715 0.00000 a-3	2.940	07/15/2027	72	99.700	71,784.00		AAA	3.550	3.043	2.949	3.800	1.98
14041NFU0 - Capital One CC Tr 2019-2 20240815 1.72000 a	1.720	08/15/2024	70	100.180	70,179.52		AAA	0.360	1.229	1.717	0.381	1.93
14041NFW6 - COMET 2021-A1 A1 0.55% 07/15/2026	0.550	07/15/2026	72	95.300	68,633.60		AAA	2.250	2.682	0.577	2.290	1.89
14315NAC4 - CARMX 2019-1 A3 3.05% 03/15/2024	3.050	03/15/2024	27	100.380	27,557.35	Aaa	AAA	0.340	1.958	3.038	0.351	0.76
14317DAC4 - Carmax Auto Owner Trust 2021-3 20260615 0.00000 a-3	0.550	06/15/2026	73	96.970	70,805.94	Aaa	AAA	2.760	1.654	0.567	2.830	1.95
254683CM5 - DCENT 2019-A3 A 1.89% 10/15/2024	1.890	05/15/2024	18	100.230	18,169.92	Aaa		0.520	1.462	1.886	0.540	0.50
34528QHK3 - Ford Credit Mstr Tr a 2020-1 20250915 0.00000 a-1	0.700	09/15/2025	73	97.060	70,876.51	Aaa		1.430	2.773	0.721	1.459	1.95
362590AC5 - Gm Fin Cons Atmb Tr 2020-3 20250716 0.00000 a3	0.450	04/16/2025	61	98.770	60,271.39	Aaa	AAA	1.200	1.468	0.456	1.230	1.66
43813GAC5 - HAROT 2021-1 A3 0.27% 04/21/2025	0.270	03/01/2025	73	97.920	71,498.03	Aaa	AAA	1.450	1.702	0.276	1.481	1.97
448977AD0 - Hyundai Auto Rec Tr 2022-a 20261015 0.00000 a-3	2.220	10/15/2026	72	98.750	71,166.60		AAA	3.170	2.624	2.248	3.340	1.96
47787JAC2 - John Deere Owner Tr 2022 20260915 0.00000 a-3	2.320	09/15/2026	72	98.700	71,133.60	Aaa		2.800	2.794	2.351	2.940	1.96
65479CAD0 - Nissan Auto Rec Tr 2020-B 20240715 0.00000 a-3	0.550	07/15/2024	20	99.390	20,335.58		AAA	0.710	1.394	0.553	0.740	0.56
65480BAC1 - NAROT 2021-A A3	0.330	10/15/2025	73	96.780	70,660.11	Aaa	AAA	2.210	1.800	0.341	2.249	1.95
92348CAA9 - Verizon Owner Tr 2020-C 20250421 0.00000 a	0.410	12/01/2025	72	98.060	70,627.80		AAA	1.030	2.302	0.418	1.041	1.95
92348KAH6 - Verizon Master Trust 2022-2 20280720 0.00000 a	1.530	07/20/2028	30	96.290	28,901.03	Aaa	AAA	2.710	2.925	1.589	2.811	0.80
Agencies												
-												
3133EMYX4 - Federal Farm Cr Bks Cons Bd 0.125%23 Cons B	0.125	05/10/2023	110	98.140	108,007.85	Aaa	AAA	1.100	1.828	0.127	1.109	2.98
3135G0T78 - Federal Natl Mtg Assn 2%100522 2%1005	2.000	10/05/2022	50	100.430	50,703.89	Aaa	AA+	0.509	1.154	1.991	0.515	1.40
3137EAET2 - Federal Home Ln Mtg Corp Fr 0.125%072522 Fr 0.1	0.125	07/25/2022	29	99.800	28,948.65	Aaa	AA+	0.316	0.758	0.125	0.318	0.80
3137EAEV7 - Federal Home Ln Mtg Corp Fr 082423 Fr 082	0.250	08/24/2023	144	97.490	140,422.60	Aaa	AAA	1.386	2.082	0.256	1.399	3.87
742651DT6 - Private Expt Fdg Corp Nt 3.55%24 Nt 3.5	3.550	01/15/2024	149	101.950	153,022.17	Aaa		1.737	2.428	3.482	1.792	4.22
742651DX7 - Private Export Funding Corp. 1.75% Snr Sec Pidi Nts 15/11/20	1.750	11/15/2024	70	97.590	68,775.78	Aaa	AAA	2.552	2.708	1.793	2.627	1.90
CMBS												
-												
3137B4GX8 - FHLMC Remic Series K-032 20230225 3.01600 a-1	3.016	02/01/2023	9	100.500	9,114.25	Aaa	AAA	0.390	1.236	3.001	0.400	0.25
3137B7YY9 - FHLMC Series K-037 20240125 3.49000 a-2	3.490	01/01/2024	75	101.320	76,208.13	Aaa	AAA	1.570	2.521	3.445	1.631	2.10
CMO												
-												
3136A06K8 - FNMA Remic Trust 2011-91 20260825 2.50000 E	2.500	08/01/2026	55	99.490	54,798.58	Aaa	AAA	1.220	2.792	2.513	1.251	1.51
3136A73R1 - FNMA Remic Trust 2012-95 20320825 2.00000 Bd	2.000	08/01/2032	134	97.450	130,817.57	Aaa	AAA	3.010	2.773	2.052	3.411	3.61
3136AGDV1 - FNMA Remic Trust 2013-97 20311125 3.00000 Eb	3.000	11/01/2031	97	100.870	97,671.91	Aaa	AAA	1.240	2.202	2.974	1.361	2.69
3137A1N25 - FHLMC Remic Series 3706 20231015 2.00000 Cb	2.000	10/01/2023	0	100.100	157.27	Aaa	AA+	0.500	1.648	1.998	0.521	0.00
3137A8QF8 - FHLMC Remic Series 3841 20260415 3.00000 Bd	3.000	04/01/2026	0	100.260	0.59	Aaa	AA+	0.270	1.654	2.992	0.290	0.00
3137AWNN1 - FHLMC Remic Series 4136 20260115 3.00000 VJ	3.000	01/01/2026	27	99.660	26,725.55	Aaa	AAA	1.600	3.140	3.010	1.861	0.74
3137B1XY3 - FHLMC Remic Series 4204 20280515 1.75000 Hd	1.750	05/01/2028	51	97.580	49,829.77	Aaa	AAA	1.790	3.101	1.793	1.839	1.37
3137B95Q4 - FHLMC Remic Series 4316 20330315 3.00000 Mh	3.000	03/01/2033	40	99.870	40,405.39	Aaa	AAA	1.500	3.022	3.004	1.650	1.11
3137BDYM2 - FHLMC Remic Series 4387 20281115 2.00000 E	2.000	11/01/2028	116	98.000	113,610.03	Aaa	AAA	1.840	3.070	2.041	1.910	3.13

Emergency Maintenance Fund (Page 2 of 2)

CUSIP	Coupon	Maturity	Quantity	Market Price	Mkt Value + Accrued	Moody Rating	S&P Rating	Duration	Yield to Worst	Current Yield	Avg Life Yrs	Weight	
DESTCT - City of Destin (Prices as of 03/31/2022)	1.949	12/28/2026	3,652	99.097	3,626,687.11				1.901	2.271	1.968	2.045	99.97
3137BGVZ9 - FHLMC Remic Series 4447 20330215 3.00000 Ba	3.000	02/01/2033	4	100.250	3,780.03	Aaa	AAA	0.230	1.487	2.993	0.249	0.10	
31393RTE0 - FHLMC Remic Series 2631 20330615 3.62500 Da	3.625	06/01/2033	42	101.700	43,089.83	Aaa	AA+	1.490	2.471	3.564	1.639	1.19	
31394CBB7 - FNMA Remic Trust 2005-3 20350225 5.50000 Ap	5.500	02/01/2035	16	105.920	17,025.37	Aaa	AAA	2.570	3.120	5.193	2.830	0.47	
31397QLT3 - FNMA Remic Trust 2011-4 20400425 3.00000 PK	3.000	04/01/2040	13	100.680	12,924.75	Aaa	AA+	0.870	1.975	2.980	0.871	0.36	
31398VUJ3 - FHLMC Remic Series 3659 20250415 4.00000 Dy	4.000	04/01/2025	3	100.700	3,499.28	Aaa	AA+	0.260	0.804	3.972	0.271	0.10	

MBS

-												
3128MFNA2 - FHLMC Giant Mbs Gold Comb 15 3.000 20330501 3.	3.000	05/01/2033	83	101.130	83,875.00	Aaa	AAA	2.900	2.645	2.966	3.660	2.31
3132A8SY6 - FHLMC Super 15y Fixed 2.000 20320101 2.	2.000	01/01/2032	35	97.520	34,564.60	Aaa	AAA	2.970	2.764	2.051	3.351	0.95
3138EHQ21 - FNMA Umbs Int 15 Year 5.000 20240901 5.	5.000	09/01/2024	7	102.070	7,551.01	Aaa	AAA	0.570	0.940	4.899	0.589	0.21
3138EL4S9 - FNMA Pass-Thru Int 15 Year 4.500 20261001 4.	4.500	10/01/2026	39	102.900	39,939.12	Aaa	AAA	1.350	2.219	4.373	1.429	1.10
3140X8BF3 - FNMA Super Int 15 Year 4.000 20340601 4.	4.000	06/01/2034	45	103.710	46,585.52	Aaa	AAA	1.960	2.210	3.857	2.310	1.28
3140X8RF6 - FNMA Super Shrt 10 Year 1.500 20301201 1.	1.500	12/01/2030	88	96.810	84,822.58	Aaa	AAA	2.980	2.538	1.549	3.189	2.34
3140XACH3 - FNMA Super Int 15 Year 4.500 20360401 4.	4.500	01/01/2027	92	102.620	94,372.04	Aaa	AAA	1.190	2.106	4.385	1.240	2.60
31418AJK5 - FNMA Umbs Int 20 Year 3.000 20320901 3.	3.000	09/01/2032	104	99.720	103,493.32	Aaa	AAA	3.110	3.040	3.008	3.759	2.85
31418CB45 - FNMA Pass-Thru Int 20 Year 3.500 20360901 3.	3.500	09/01/2036	36	101.330	36,177.15	Aaa	AAA	3.550	3.160	3.454	4.910	1.00
31418CMJ0 - FNMA Umbs Int 15 Year 3.000 20320701 3.	3.000	07/01/2032	82	101.070	83,120.04	Aaa	AAA	2.750	2.615	2.968	3.430	2.29
31418DY55 - FNMA Umbs Shrt 10 Year 1.500 20310501 1.	1.500	05/01/2031	31	96.800	29,692.28	Aaa	AAA	3.180	2.462	1.550	3.460	0.82
31418MXQ0 - FNMA Super Int 15 Year 4.500 20250201 4.	4.500	02/01/2025	45	103.110	46,161.97	Aaa	AAA	0.960	1.066	4.364	1.000	1.27
36202FJC1 - GNMA Pass-Thru M Single Family 4.000 20250820 4.	4.000	08/01/2025	34	101.500	34,387.50	Aaa	AAA	1.210	2.619	3.941	1.260	0.95
3622AANY6 - GNMA Pass-Thru C Platinum 15yr 3.500 20310420 3.	3.500	04/01/2031	30	103.970	31,457.09	Aaa	AAA	2.400	1.868	3.366	2.641	0.87

Treasuries

-												
9128282Y5 - United States Treas Nts 2.125%09/30/24 2.125%	2.125	09/30/2024	215	99.240	213,366.00	U.S./#Aaa	U.S.	2.430	2.440	2.141	2.501	5.88
912828M80 - United States Treas Nts 2%11/30/22 2%11/3	2.000	11/30/2022	141	100.450	142,571.92	U.S./#Aaa	U.S.	0.664	1.320	1.991	0.668	3.93
912828VS6 - United States Treas Nts 2.5%08/15/23 2.5%08	2.500	08/15/2023	25	100.620	25,230.97	U.S./#Aaa	U.S.	1.351	2.041	2.485	1.374	0.70
91282CBM2 - United States Treas Nts 0.125%02/15/24 0.125%	0.125	02/15/2024	146	96.090	140,313.58	U.S./#Aaa	U.S.	1.863	2.263	0.130	1.877	3.87
91282CDN8 - United States Treas Nts 1%12/15/24 1%12/1	1.000	12/15/2024	195	96.200	188,157.86	U.S./#Aaa	U.S.	2.658	2.458	1.040	2.710	5.19

Alternate Investment Fund (Page 1 of 3)

CUSIP	Coupon	Maturity	Quantity	Market Price	Mkt Value + Accrued	Moody Rating	S&P Rating	Duration	Yield to Worst	Current Yield	Avg Life Yrs	Weight
DESTC2 - City of Destin (Prices as of 03/31/2022)	2.448	10/09/2027	5,200	98.269	5,131,285.90			3.974	2.720	2.493	4.347	99.88
<u>Cash</u>												
-												
CASHCASH6 - OPENING BALANCE	0.000	04/01/2022	95	100.000	94,955.19	U.S./#Aaa	U.S.	0.000	0.000	0.000	0.003	1.85
<u>ABS</u>												
-												
34528QHK3 - Ford Credit Mstr Tr a 2020-1 20250915 0.00000 a-1	0.700	09/15/2025	93	97.060	90,294.73	Aaa		1.430	2.773	0.721	1.459	1.76
380149AC8 - Gm Fin Cons Atmb Rec Tr 2021-2 20260416 0.00000 a-3	0.510	04/16/2026	51	96.930	49,445.14	Aaa	AAA	2.310	1.847	0.526	2.359	0.96
89231PAD0 - TAOT 2018-D A3 3.18% 03/15/2023	3.180	03/15/2023	1	100.100	1,448.84	Aaa	AAA	0.030	0.567	3.177	0.041	0.03
92348KAA1 - VZMT 2021-1 A 0.50% 05/20/27	0.500	05/20/2027	65	95.240	61,915.93	Aaa	AAA	2.100	2.809	0.525	2.140	1.21
98162WAD9 - WOART 2018-D A3 3.33% 3/15/2024	3.330	03/15/2024	9	100.430	9,354.13	Aaa	AAA	0.330	2.063	3.316	0.340	0.18
98163LAC4 - World Omni Auto Recv Tr 2021-B 20260615 0.00000 a-3	0.420	06/15/2026	37	96.780	35,815.51		AAA	2.490	1.723	0.434	2.540	0.70
<u>Agencies</u>												
-												
3133EHNP4 - Federal Farm Cr Bks Cons Bd 2.35%25 Cons B	2.350	06/16/2025	38	99.520	38,078.06	Aaa	AA+	3.083	2.506	2.361	3.211	0.74
742651DT6 - Private Expt Fdg Corp Nt 3.55%24 Nt 3.5	3.550	01/15/2024	37	101.950	37,998.79	Aaa		1.737	2.428	3.482	1.792	0.74
742651DY5 - Private Expt Fdg Corp Sr Sec Nt 1.4%28 Sr Sec	1.400	07/15/2028	54	92.220	49,958.40	Aaa	AAA	5.957	2.756	1.518	6.290	0.97
880591ER9 - Tennessee Valley Auth Sr Nt 2.875%24 Sr Nt	2.875	09/15/2024	98	100.830	98,938.62	Aaa	AA+	2.370	2.524	2.851	2.460	1.93
880591EU2 - Tennessee Valley Auth Sr Glbl Nt 27 Sr Glb	2.875	02/01/2027	75	101.400	76,409.37	Aaa	AA+	4.503	2.565	2.835	4.841	1.49
<u>CMBS</u>												
-												
3137B1UG5 - FHLMC Remic Series K-027 20230125 2.63700 a-2	2.637	01/01/2023	48	100.550	48,369.48	Aaa	AAA	0.650	1.533	2.623	0.660	0.94
3137B7YY9 - FHLMC Series K-037 20240125 3.49000 a-2	3.490	01/01/2024	35	101.320	35,563.79	Aaa	AAA	1.570	2.521	3.445	1.631	0.69
3137BBBD1 - FHLMC Remic Series K-038 20240325 3.38900 a-2	3.389	03/01/2024	36	101.290	36,566.07	Aaa	AAA	1.760	2.549	3.346	1.831	0.71
3137BSRZ8 - FHLMC Remic Series K-J09 20220925 2.83800 a-2	2.838	09/01/2022	8	100.300	7,867.18	Aaa	AAA	0.390	1.573	2.830	0.400	0.15
3137F83P6 - FHLMC Remic Series K-121 20300825 Flt a-1	0.995	08/01/2030	40	91.290	36,764.47	Aaa	AAA	5.600	2.596	1.090	5.921	0.72
3137FARE0 - FHLMC Remic Series K-727 20240725 2.94600 a-2	2.946	07/01/2024	37	100.530	37,286.94	Aaa	AAA	2.080	2.611	2.930	2.159	0.73
3137FEBQ2 - FHLMC Remic Series K-072 20271225 3.44400 a-2	3.444	12/01/2027	45	103.500	46,704.15	Aaa	AAA	5.100	2.746	3.328	5.661	0.91
3137FG6X8 - FHLMC Remic Series K-077 20280525 Flt a-2	3.850	05/01/2028	47	105.770	49,862.69	Aaa	AAA	5.370	2.782	3.640	6.060	0.97
3137FJYB9 - FHMS J22F A2 4.094% 09/25/2024	4.094	09/01/2024	22	102.520	22,260.65	Aaa	AA+	1.660	2.454	3.993	1.740	0.43
3137FJZ93 - FHLMC Remic Series K-084 20281025 Flt a-2	3.780	10/01/2028	35	104.810	36,793.75	Aaa	AAA	5.720	2.941	3.607	6.501	0.72
3137FQXJ7 - FHLMC Remic Series K-737 20261025 2.52500 a-2	2.525	10/01/2026	75	98.580	74,092.81	Aaa	AAA	4.150	2.841	2.561	4.430	1.44
3137FV5M0 - FHLMC Remic Series K-113 20291025 0.00000 a-1	0.805	10/01/2029	82	91.360	74,892.43	Aaa	AAA	5.120	2.546	0.881	5.350	1.46
3137FWG79 - FHLMC Remic Series K-115 20300625 1.38300 a-2	1.383	06/01/2030	60	89.560	53,805.15	Aaa	AAA	7.600	2.814	1.544	8.170	1.05
<u>Corporates</u>												
<u>Financial</u>												
06051GJD2 - Bank Amer Corp Sr -N Nt1.319%26 Sr -N	1.319	06/19/2026	54	93.830	50,870.01	A2	A-	4.067	2.883	1.406	4.219	0.99
09247XAN1 - Blackrock Inc Sr Glbl Nt3.2%27 Sr Glb	3.200	03/15/2027	50	101.140	50,641.11	Aa3	AA-	4.569	2.951	3.164	4.956	0.99
12572QAJ4 - Cme Group Inc Sr Nt 3.75%28 Sr Nt	3.750	06/15/2028	47	102.660	48,769.16	Aa3	AA-	5.343	3.255	3.653	5.956	0.95
14040HCH6 - Capital One Finl Corp Sr Nt 1.878%27 Sr Nt	1.878	11/02/2027	54	92.400	50,315.73	Baa1	BBB	5.241	3.382	2.032	5.590	0.98
46625HRY8 - Jpmorgan Chase & CO Sr Nt Fxd/Flt 28 Sr Nt	3.782	02/01/2028	50	101.430	51,030.17	A2	A-	4.501	3.457	3.729	4.841	0.99
49326EEK5 - Keycorp Medium Term Nts Be Fr 2.25%040627 Fr 2.2	2.250	04/06/2027	50	94.550	47,821.88	Baa1	BBB+	4.694	3.443	2.380	5.016	0.93
571748AZ5 - Marsh & McLennan Cos Inc Sr Glbl Nt 26 Sr Glb	3.750	03/14/2026	24	101.680	24,445.70	Baa1	A-	3.455	3.265	3.688	3.707	0.48
6174468Q5 - Morgan Stanley Fr 2.188%042826 Fr 2.1	2.188	04/28/2026	55	96.710	53,701.95	A1	BBB+	3.873	3.052	2.262	4.077	1.05

Alternate Investment Fund (Page 2 of 3)

CUSIP	Coupon	Maturity	Quantity	Market Price	Mkt Value + Accrued	Moody Rating	S&P Rating	Duration	Yield to Worst	Current Yield	Avg Life Yrs	Weight
DESTC2 - City of Destin (Prices as of 03/31/2022)	2.448	10/09/2027	5,200	98.269	5,131,285.90			3.974	2.720	2.493	4.347	99.88
631103AG3 - Nasdaq Inc	3.850	06/30/2026	60	102.100	61,837.51	Baa2	BBB+	3.703	3.285	3.771	3.997	1.20
808513AY1 - Schwab Charles Corp New Sr Gbl Nt 24 Sr Gbl	3.550	02/01/2024	37	101.730	37,859.02	A2	A	1.772	2.533	3.490	1.754	0.74
808513BW4 - Schwab Charles Corp Sr Gbl Nt3.3%27 Sr Gbl	3.300	04/01/2027	49	100.810	50,205.40	A2	A	4.420	3.116	3.273	4.756	0.98
92277GAT4 - Ventas Rlty Ltd Partnership Sr Nt 2.65%25 Sr Nt	2.650	01/15/2025	45	98.210	44,446.25	Baa1	BBB+	2.678	3.326	2.698	2.795	0.87
970648AJ0 - Willis North Amer Inc Sr Gbl Nt 29 Sr Gbl	2.950	09/15/2029	51	93.920	47,966.07	Baa3	BBB	6.600	3.897	3.141	7.460	0.93
<u>Industrial</u>												
00206RGL0 - At&T Inc Sr Gbl Nt4.1%28 Sr Gbl	4.100	02/15/2028	56	103.900	58,477.38	Baa2	BBB	5.022	3.334	3.946	5.626	1.14
00287YAQ2 - Abbvie Inc Sr Nt 3.6%25 Sr Nt	3.600	05/14/2025	50	101.420	51,395.00	Baa2	BBB+	2.767	3.079	3.550	2.877	1.00
00846UAK7 - Agilent Technologies Inc Sr Gbl Nt 26 Sr Gbl	3.050	09/22/2026	41	99.440	40,801.66	Baa2	BBB+	4.081	3.185	3.067	4.479	0.79
031162CT5 - Amgen Inc Sr Gbl Nt2.2%27 Sr Gbl	2.200	02/21/2027	56	96.440	54,143.29	Baa1	A-	4.601	2.988	2.281	4.896	1.05
032095AJ0 - Amphenol Corporation Snr Pidi Nts Usd (Sec Regd)	2.800	02/15/2030	50	94.820	47,588.89	Baa1	BBB+	6.977	3.560	2.953	7.879	0.93
037833DB3 - Apple Inc Sr Gbl Nt2.9%27 Sr Gbl	2.900	09/12/2027	61	100.370	61,319.06	Aaa	AA+	4.885	2.823	2.889	5.199	1.19
053015AE3 - Automatic Data Processing Inc Sr Gbl Nt 25 Sr Gbl	3.375	09/15/2025	40	102.280	40,972.00	Aa3	AA-	3.039	2.629	3.300	3.208	0.80
075887BW8 - Becton Dickinson & CO Sr Gbl Nt3.7%27 Sr Gbl	3.700	06/06/2027	50	101.600	51,390.97	Baa3	BBB	4.517	3.345	3.642	4.932	1.00
101137AZ0 - Boston Scientific Corp Sr Gbl Nt1.9%25 Sr Gbl	1.900	06/01/2025	55	96.100	53,203.33	Baa1	BBB	3.054	3.204	1.977	3.170	1.04
117043AS8 - Brunswick Corporation Snr Nts Usd (Sec Regd)	0.850	08/18/2024	54	94.620	51,149.63	Baa2	BBB-	2.338	3.215	0.898	2.384	1.00
126650CU2 - Cvs Health Corp Sr Gbl Nt 26 Sr Gbl	2.875	06/01/2026	50	99.120	50,039.17	Baa2	BBB	3.857	3.101	2.901	4.170	0.97
171340AH5 - Church & Dwight Inc Sr Nt 2.875%22 Sr Nt	2.875	10/01/2022	30	100.520	30,587.25	A3	BBB+	0.497	1.826	2.860	0.504	0.60
22160KAN5 - Costco Wlsl Corp New Sr Nt 1.375%27 Sr Nt	1.375	06/20/2027	58	93.090	54,215.94	Aa3	A+	4.989	2.807	1.477	5.221	1.06
25470DBF5 - Discovery Communications Llc Snr Pidi Nts Usd (Sec Regd)	4.125	05/15/2029	55	100.910	56,357.58	Baa3	BBB-	6.139	3.976	4.088	7.123	1.10
278642AW3 - Ebay Inc. Sr Gbl Nt2.7%30 Sr Gbl	2.700	03/11/2030	55	93.980	51,771.50	Baa1	BBB+	7.052	3.577	2.873	7.945	1.01
337738AS7 - Fiserv Inc. Snr Pidi Nts 01/07/2024 Usd (SE	2.750	07/01/2024	53	99.770	53,242.48	Baa2	BBB	2.178	2.855	2.756	2.252	1.04
37045XDP8 - General Mtrs Finl CO Inc Sr Nt 2.4%28 Sr Nt	2.400	10/15/2028	82	89.660	74,428.67	Baa3	BBB	5.949	4.226	2.677	6.542	1.45
37940XAE2 - Global Pmts Inc Sr Nt 26 Sr Nt	1.200	03/01/2026	55	92.100	50,710.00	Baa3	BBB-	3.786	3.370	1.303	3.918	0.99
40434LAA3 - Hp Inc Sr Gbl Nt2.2%25 Sr Gbl	2.200	06/17/2025	52	96.560	50,541.69	Baa2	BBB	3.081	3.338	2.278	3.214	0.98
539830BG3 - Lockheed Martin Corp Sr Gbl Nt3.1%23 Sr Gbl	3.100	01/15/2023	40	100.860	40,605.78	A3	A-	0.618	1.704	3.074	0.627	0.79
57636QAR5 - Mastercard Inc Sr Nt 3.3%27 Sr Nt	3.300	03/26/2027	56	102.060	57,179.27	A1	A+	4.452	2.840	3.233	4.825	1.11
595112BP7 - Micron Technology Inc Sr Gbl Nt 27 Sr Gbl	4.185	02/15/2027	47	102.620	48,482.73	Baa3	BBB-	4.266	3.575	4.078	4.710	0.94
70450YAG8 - Paypal Hldgs Inc Sr Nt 1.65%25 Sr Nt	1.650	06/01/2025	53	96.230	51,293.40	A3	A-	3.067	2.904	1.715	3.170	1.00
75886FAE7 - Regeneron Pharmaceuticals Sr Nt 1.75%30 Sr Nt	1.750	09/15/2030	61	86.790	52,989.35	Baa3	BBB+	7.708	3.574	2.016	8.460	1.03
92343VDD3 - Verizon Communications Inc Sr Gbl Nt 26 Sr Gbl	2.625	08/15/2026	64	97.900	62,870.66	Baa1	BBB+	4.106	3.142	2.681	4.375	1.22
928563AC9 - Vmware Inc Sr Gbl Nt3.9%27 Sr Gbl	3.900	08/21/2027	48	101.090	48,731.20	Baa3	BBB-	4.684	3.665	3.858	5.139	0.95
<u>Utilities</u>												
03040WAQ8 - American Wtr Cap Corp Sr Nt 2.95%27 Sr Nt	2.950	09/01/2027	50	99.250	49,747.92	Baa1	A	4.914	3.101	2.972	5.421	0.97
15189TAZ0 - Centerpoint Energy Inc Sr Gbl FL Nt 24 Sr Gbl	0.700	05/13/2024	56	99.220	55,613.29	Baa2	BBB	0.200	1.177	0.706	2.118	1.08
MBS												
-												
3128MCDX0 - FHLMC Pc Gold Comb 15 4.500 20240501 4.	4.500	05/01/2024	1	102.650	933.97	Aaa	AAA	0.720	0.687	4.384	0.751	0.02
3128MDBR3 - FHLMC Pc Gold Comb 15 4.000 20261001 4.	4.000	10/01/2026	20	102.990	21,022.02	Aaa	AAA	1.160	1.380	3.884	1.221	0.41
3128MFL48 - FHLMC Pc Gold Comb 15 3.500 20320901 3.	3.500	09/01/2032	44	102.780	45,704.47	Aaa	AAA	2.000	2.163	3.405	2.260	0.89
3128MMUS0 - FHLMC Pc Gold Comb 15 3.000 20310301 3.	3.000	03/01/2031	26	101.140	26,122.40	Aaa	AAA	2.610	2.580	2.966	3.110	0.51
3128P7QP1 - FHLMC Pc Gold Cash 20 4.500 20310301 4.	4.500	03/01/2031	46	104.110	48,078.98	Aaa	AAA	2.630	3.056	4.322	3.151	0.94
3128P8D99 - FHLMC Mbs Gold Cash 20 3.500 20370501 3.	3.500	05/01/2037	49	101.400	49,589.78	Aaa	AAA	3.440	3.167	3.452	4.940	0.97
31307B2Y5 - FHLMC Pc Gold 15 Yr 2.500 20280501 2.	2.500	05/01/2028	12	99.160	12,213.53	Aaa	AAA	2.010	2.879	2.521	2.121	0.24
31329KW59 - FHLMC Umbs 20Y Fixed 3.000 20370801 3.	3.000	08/01/2037	13	99.400	13,055.51	Aaa	AAA	3.690	3.106	3.018	5.101	0.25
3138ELGM9 - FNMA Pass-Thru Int 15 Year 3.000 20280601 3.	3.000	06/01/2028	14	101.030	13,877.96	Aaa	AAA	1.690	2.304	2.969	1.801	0.27

Alternate Investment Fund (Page 3 of 3)

CUSIP	Coupon	Maturity	Quantity	Market Price	Mkt Value + Accrued	Moody Rating	S&P Rating	Duration	Yield to Worst	Current Yield	Avg Life Yrs	Weight
DESTC2 - City of Destin (Prices as of 03/31/2022)	2.448	10/09/2027	5,200	98.269	5,131,285.90			3.974	2.720	2.493	4.347	99.88
3138EMNQ0 - FNMA Pass-Thru Int 15 Year 4.500 20270101 4.	4.500	01/01/2027	6	102.990	6,450.08	Aaa	AAA	1.180	1.811	4.369	1.240	0.13
3138EPPE8 - FNMA Super Int 20 Year 4.000 20340601 4.	4.000	06/01/2034	19	103.970	20,102.56	Aaa	AAA	3.060	2.814	3.847	3.819	0.39
3138EPS70 - FNMA Pass-Thru 15yr	4.000	02/01/2029	7	102.900	6,808.27	Aaa	AAA	1.180	1.346	3.887	1.230	0.13
3138EQE81 - FNMA Pass-Thru Int 15 Year 4.000 20290501 4.	4.000	05/01/2029	13	103.010	13,012.72	Aaa	AAA	1.320	1.604	3.883	1.391	0.25
3138ERTL4 - FNMA Pass-Thru Int 15 Year 3.000 20311201 3.	3.000	12/01/2031	42	100.840	42,567.16	Aaa	AAA	2.550	2.619	2.975	2.800	0.83
3138WJLU0 - FNMA Umbs Int 20 Year 3.000 20361201 3.	3.000	12/01/2036	17	99.890	17,139.65	Aaa	AAA	3.720	2.997	3.003	5.150	0.33
3138WVW31 - FNMA Pass-Thru Int 15 Year 3.000 20280601 3.	3.000	06/01/2028	18	100.950	17,777.47	Aaa	AAA	2.060	2.477	2.972	2.249	0.35
3140X5JP9 - FNMA Super Int 15 Year 3.500 20330301 3.	3.500	03/01/2033	77	102.960	79,418.87	Aaa	AAA	3.870	2.688	3.399	4.244	1.55
3140X6M73 - FNMA Super Int 15 Year 3.000 20330401 3.	3.000	04/01/2033	19	100.840	18,939.61	Aaa	AAA	2.690	2.665	2.975	3.181	0.37
3140X6RH6 - FNMA Super Int 15 Year 3.500 20330201 3.	3.500	02/01/2033	20	102.990	21,009.81	Aaa	AAA	2.350	2.205	3.398	2.581	0.41
3140X6XR7 - FNMA Super Int 15 Year 3.500 20350301 3.	3.500	03/01/2035	45	102.350	46,327.66	Aaa	AAA	2.680	2.740	3.420	3.619	0.90
3140XACH3 - FNMA Super Int 15 Year 4.500 20360401 4.	4.500	01/01/2027	29	102.620	29,414.66	Aaa	AAA	1.190	2.106	4.385	1.240	0.57
31410LHK1 - FNMA Pass-Thru Int 15 Year 3.000 20270701 3.	3.000	07/01/2027	10	101.070	9,797.19	Aaa	AAA	1.670	2.263	2.968	1.760	0.19
31418BFZ4 - FNMA Pass-Thru Int 20 Year 4.000 20340801 4.	4.000	08/01/2034	28	104.180	29,468.70	Aaa	AAA	3.200	2.864	3.840	4.241	0.57
31418BTLO - FNMA Pass-Thru Int 20 Year 3.500 20350801 3.	3.500	08/01/2035	22	101.330	21,947.75	Aaa	AAA	3.490	3.143	3.454	4.649	0.43
31418BYV2 - FNMA Umbs Int 20 Year 3.000 20360201 3.	3.000	02/01/2036	60	99.890	60,179.99	Aaa	AAA	3.620	2.995	3.003	4.789	1.17
31418CQM9 - FNMA Umbs Shrt 10 Year 3.000 20271001 3.	3.000	10/01/2027	36	100.840	36,482.88	Aaa	AAA	1.810	2.462	2.975	1.959	0.71
31418CTH7 - FNMA Pass-Thru Shrt 10 Year 3.500 20280101 3.	3.500	01/01/2028	15	102.140	15,053.60	Aaa	AAA	1.840	2.281	3.427	2.000	0.29
Treasuries												
-												
9128282Y5 - United States Treas Nts 2.125%09/30/24 2.125%	2.125	09/30/2024	399	99.240	395,967.60	U.S./#Aaa	U.S.	2.430	2.440	2.141	2.501	7.71
9128284V9 - United States Treas Nts 2.875%08/15/28 2.875%	2.875	08/15/2028	16	102.570	16,467.11	U.S./#Aaa	U.S.	5.816	2.437	2.803	6.375	0.32
9128285M8 - United States Treas Nts 3.125%11/15/28 3.125%	3.125	11/15/2028	121	104.230	127,538.88	U.S./#Aaa	U.S.	5.987	2.430	2.998	6.627	2.48
912828YS3 - United States Treas Nts 1.75%11/15/29 1.75%1	1.750	11/15/2029	209	95.780	201,554.28	U.S./#Aaa	U.S.	7.080	2.358	1.827	7.627	3.92

Debt Service Fund (Page 1 of 2)

CUSIP	Coupon	Maturity	Quantity	Market Price	Mkt Value + Accrued	Moody Rating	S&P Rating	Duration	Yield to Worst	Current Yield	Avg Life Yrs	Weight
DESTCI - City of Destin (Prices as of 03/31/2022)	2.035	12/08/2027	2,644	99.302	2,631,298.69			2.081	2.336	2.050	2.193	99.95
<u>Cash</u>												
-												
CASHCASH6 - OPENING BALANCE	0.000	04/01/2022	19	100.000	18,897.41	U.S./#Aaa	U.S.	0.000	0.000	0.000	0.003	0.72
<u>ABS</u>												
-												
12660DAC1 - Cnh Equipment Tr 2022-a 20270715 0.00000 a-3	2.940	07/15/2027	53	99.700	52,841.00		AAA	3.550	3.043	2.949	3.800	2.01
14041NFQ9 - Capital One CC Tr 2017-6 20250715 2.29000 a	2.290	07/15/2025	21	100.420	21,109.57		AAA	0.440	1.371	2.280	0.460	0.80
14041NFU0 - Capital One CC Tr 2019-2 20240815 1.72000 a	1.720	08/15/2024	36	100.180	36,092.32		AAA	0.360	1.229	1.717	0.381	1.37
14041NFW6 - COMET 2021-A1 A1 0.55% 07/15/2026	0.550	07/15/2026	11	95.300	10,485.69		AAA	2.250	2.682	0.577	2.290	0.40
14041NFZ9 - COMET 2022-A1 A1 2.8% 03/15/2027	2.800	03/15/2027	53	99.990	52,994.70		AAA	2.960	2.817	2.800	3.121	2.01
14315NAC4 - CARMX 2019-1 A3 3.05% 03/15/2024	3.050	03/15/2024	6	100.380	6,034.44	Aaa	AAA	0.340	1.958	3.038	0.351	0.23
14317DAC4 - Carmax Auto Owner Trust 2021-3 20260615 0.00000 a-3	0.550	06/15/2026	68	96.970	65,956.22	Aaa	AAA	2.760	1.654	0.567	2.830	2.51
254683CM5 - DCENT 2019-A3 A 1.89% 10/15/2024	1.890	05/15/2024	20	100.230	20,188.80	Aaa		0.520	1.462	1.886	0.540	0.77
34528QHA5 - Ford Credit Flrpln Tr 2019-3 20240915 2.23000 a-1	2.230	09/15/2024	20	100.270	20,073.82	Aaa	AAA	1.231	2.010	2.224	1.265	0.76
34528QHK3 - Ford Credit Mstr Tr a 2020-1 20250915 0.00000 a-1	0.700	09/15/2025	44	97.060	42,720.09	Aaa		1.430	2.773	0.721	1.459	1.62
362590AC5 - Gm Fin Cons Atmb Tr 2020-3 20250716 0.00000 a3	0.450	04/16/2025	46	98.770	44,978.65	Aaa	AAA	1.200	1.468	0.456	1.230	1.71
43813GAC5 - HAROT 2021-1 A3 0.27% 04/21/2025	0.270	03/01/2025	23	97.920	22,526.78	Aaa	AAA	1.450	1.702	0.276	1.481	0.86
43813KAC6 - Honda Auto Recv 2020-3 A3	0.370	10/18/2024	44	98.740	43,451.48		AAA	1.000	1.613	0.375	1.030	1.65
448977AD0 - Hyundai Auto Rec Tr 2022-a 20261015 0.00000 a-3	2.220	10/15/2026	53	98.750	52,386.53		AAA	3.170	2.624	2.248	3.340	1.99
47787JAC2 - John Deere Owner Tr 2022 20260915 0.00000 a-3	2.320	09/15/2026	53	98.700	52,362.23	Aaa		2.800	2.794	2.351	2.940	1.99
58769VAC4 - MBART 2020-1 A3 0.55% 02/18/2025	0.550	02/15/2025	15	99.080	15,089.86	Aaa	AAA	0.990	1.467	0.555	1.019	0.57
65479CAD0 - Nissan Auto Rec Tr 2020-B 20240715 0.00000 a-3	0.550	07/15/2024	9	99.390	8,812.08		AAA	0.710	1.394	0.553	0.740	0.33
65480BAC1 - NAROT 2021-A A3	0.330	10/15/2025	22	96.780	21,294.83	Aaa	AAA	2.210	1.800	0.341	2.249	0.81
92348CAA9 - Verizon Owner Tr 2020-C 20250421 0.00000 a	0.410	12/01/2025	11	98.060	10,790.36		AAA	1.030	2.302	0.418	1.041	0.41
92348KAD5 - Verizon Master Tr 2021-2 20280420 0.00000 a	0.990	04/20/2028	18	95.710	17,233.25		AAA	2.490	2.744	1.034	2.559	0.65
92348KAH6 - Verizon Master Trust 2022-2 20280720 0.00000 a	1.530	07/20/2028	62	96.290	59,728.79	Aaa	AAA	2.710	2.925	1.589	2.811	2.27
98163MAD0 - World Omni Auto Recv Tr 2020-a 20250415 0.00000 a-3	1.100	04/15/2025	50	99.450	49,419.62	Aaa	AAA	1.000	1.641	1.106	1.030	1.88
<u>Agencies</u>												
-												
3130AJ7E3 - Federal Home Loan Banks Cons Bd 1.375%23 Cons B	1.375	02/17/2023	20	99.820	19,997.62	Aaa	AAA	0.870	1.582	1.377	0.885	0.76
3133EMYX4 - Federal Farm Cr Bks Cons Bd 0.125%23 Cons B	0.125	05/10/2023	33	98.140	32,402.36	Aaa	AAA	1.100	1.828	0.127	1.109	1.23
3135G0T78 - Federal Natl Mtg Assn 2%100522 2%1005	2.000	10/05/2022	12	100.430	12,168.93	Aaa	AA+	0.509	1.154	1.991	0.515	0.46
3135G0V75 - Federal Natl Mtg Assn Fr 1.75%070224 Fr 1.7	1.750	07/02/2024	105	98.700	104,089.27	Aaa	AA+	2.203	2.345	1.773	2.255	3.95
3137EAET2 - Federal Home Ln Mtg Corp Fr 0.125%072522 Fr 0.1	0.125	07/25/2022	5	99.800	4,991.15	Aaa	AA+	0.316	0.758	0.125	0.318	0.19
3137EAEV7 - Federal Home Ln Mtg Corp Fr 082423 Fr 082	0.250	08/24/2023	44	97.490	42,906.90	Aaa	AAA	1.386	2.082	0.256	1.399	1.63
742651DT6 - Private Expt Fdg Corp Nt 3.55%24 Nt 3.5	3.550	01/15/2024	102	101.950	104,753.43	Aaa		1.737	2.428	3.482	1.792	3.98
742651DX7 - Private Export Funding Corp. 1.75% Snr Sec Pidi Nts 15/11/20	1.750	11/15/2024	11	97.590	10,807.62	Aaa	AAA	2.552	2.708	1.793	2.627	0.41
880591EN8 - Tennessee Valley Auth -a Bd 1.875%22 -a Bd	1.875	08/15/2022	10	100.250	10,048.96	Aaa	AA+	0.372	1.197	1.870	0.375	0.38
<u>CMBS</u>												
-												
3137AYCE9 - FHLMC Remic Series K-025 20221025 2.68200 a-2	2.682	10/01/2022	27	100.420	26,761.14	Aaa	AAA	0.470	1.410	2.671	0.479	1.02
3137B4WB8 - FHLMC Remic Series K-033 20230725 Flt a-2	3.060	07/01/2023	24	100.970	24,294.00	Aaa	AAA	1.160	2.059	3.031	1.191	0.92
3137B5KM4 - FHLMC Series K-035 20230325 2.61500 a-1	2.615	03/01/2023	0	99.990	426.43	Aaa	AAA	0.130	1.328	2.615	0.129	0.02
3137BBBC3 - FHLMC Remic Series K-038 20231025 2.60400 a-1	2.604	10/01/2023	5	100.270	5,481.54	Aaa	AAA	0.430	1.568	2.597	0.441	0.21

Debt Service Fund (Page 2 of 2)

CUSIP	Coupon	Maturity	Quantity	Market Price	Mkt Value + Accrued	Moody Rating	S&P Rating	Duration	Yield to Worst	Current Yield	Avg Life Yrs	Weight
DESTCI - City of Destin (Prices as of 03/31/2022)	2.035	12/08/2027	2,644	99.302	2,631,298.69			2.081	2.336	2.050	2.193	99.95
3137BLMY1 - FHLMC Remic Series K-049 20250325 2.47500 a-1	2.475	03/01/2025	10	100.250	9,849.43	Aaa	AAA	1.200	2.134	2.469	1.230	0.37
3137FARE0 - FHLMC Remic Series K-727 20240725 2.94600 a-2	2.946	07/01/2024	50	100.530	50,387.75	Aaa	AAA	2.080	2.611	2.930	2.159	1.91
CMO												
-												
3136A06K8 - FNMA Remic Trust 2011-91 20260825 2.50000 E	2.500	08/01/2026	21	99.490	20,565.73	Aaa	AAA	1.220	2.792	2.513	1.251	0.78
3136A73R1 - FNMA Remic Trust 2012-95 20320825 2.00000 Bd	2.000	08/01/2032	38	97.450	37,271.01	Aaa	AAA	3.010	2.773	2.052	3.411	1.42
3136AHHB9 - FNMA Remic Trust 2013-124 20281225 2.50000 Bd	2.500	12/01/2028	5	100.380	5,359.54	Aaa	AA+	1.120	2.019	2.491	1.150	0.20
3136AYRS4 - FNMA Remic Trust 2017-91 20450625 3.00000 Pc	3.000	06/01/2045	78	99.380	78,136.11	Aaa	AAA	1.780	3.272	3.019	1.721	2.97
3137A1N25 - FHLMC Remic Series 3706 20231015 2.00000 Cb	2.000	10/01/2023	0	100.100	41.03	Aaa	AA+	0.500	1.648	1.998	0.521	0.00
3137AJYG3 - FHLMC Remic Series 3973 20261215 2.50000 Pd	2.500	12/01/2026	46	99.320	45,356.35	Aaa	AA+	1.600	2.874	2.517	1.669	1.72
3137B1XY3 - FHLMC Remic Series 4204 20280515 1.75000 Hd	1.750	05/01/2028	14	97.580	13,908.80	Aaa	AAA	1.790	3.101	1.793	1.839	0.53
3137B8K89 - FHLMC Remic Series 4317 20230115 2.00000 MT	2.000	01/01/2023	0	100.100	176.78	Aaa	AA+	0.230	1.263	1.998	0.249	0.01
3137B95Q4 - FHLMC Remic Series 4316 20330315 3.00000 Mh	3.000	03/01/2033	12	99.870	12,166.26	Aaa	AAA	1.500	3.022	3.004	1.650	0.46
3137BDYM2 - FHLMC Remic Series 4387 20281115 2.00000 E	2.000	11/01/2028	35	98.000	34,234.04	Aaa	AAA	1.840	3.070	2.041	1.910	1.30
3137BVXR2 - FHLMC Remic Series 4661 20430515 3.00000 Ha	3.000	05/01/2043	105	100.620	105,678.03	Aaa	AAA	0.950	2.178	2.982	0.910	4.01
31393RTE0 - FHLMC Remic Series 2631 20330615 3.62500 Da	3.625	06/01/2033	21	101.700	21,118.75	Aaa	AA+	1.490	2.471	3.564	1.639	0.80
31394CBB7 - FNMA Remic Trust 2005-3 20350225 5.50000 Ap	5.500	02/01/2035	3	105.920	3,492.78	Aaa	AAA	2.570	3.120	5.193	2.830	0.13
31398SRE5 - FNMA Remic Trust 2010-137 20251225 2.50000 Cj	2.500	12/01/2025	1	100.310	1,450.70	Aaa	AA+	1.190	2.105	2.492	1.221	0.06
MBS												
-												
3128MFDL9 - FHLMC Giant Mbs Gold Comb 15 3.500 20320701 3.	3.500	07/01/2032	75	103.690	77,541.30	Aaa	AAA	4.463	2.659	3.375	4.964	2.95
3128MFNA2 - FHLMC Giant Mbs Gold Comb 15 3.000 20330501 3.	3.000	05/01/2033	25	101.130	25,228.03	Aaa	AAA	2.900	2.645	2.966	3.660	0.96
3138EHHB1 - FNMA Super Int 15 Year 4.500 20260901 4.	4.500	09/01/2026	5	104.740	5,686.57	Aaa	AAA	1.340	0.879	4.296	1.410	0.22
3138EP2P8 - FNMA Super Int 15 Year 4.000 20290701 4.	4.000	07/01/2029	97	104.440	101,911.62	Aaa	AAA	3.023	2.474	3.830	3.258	3.87
3138ERB90 - FNMA Super Int 15 Year 3.500 20310201 3.	3.500	02/01/2031	16	102.710	16,941.49	Aaa	AAA	2.470	2.445	3.408	2.921	0.64
3138WCC27 - FNMA Umbs Int 15 Year 3.500 20290701 3.	3.500	07/01/2029	12	103.060	12,070.68	Aaa	AAA	2.280	2.141	3.396	2.510	0.46
3138WJGA0 - FNMA Umbs Int 15 Year 2.500 20311101 2.	2.500	11/01/2031	5	99.590	4,818.40	Aaa	AAA	2.860	2.588	2.510	3.400	0.18
3140X8RF6 - FNMA Super Shrt 10 Year 1.500 20301201 1.	1.500	12/01/2030	26	96.810	24,992.36	Aaa	AAA	2.980	2.538	1.549	3.189	0.95
3140XACH3 - FNMA Super Int 15 Year 4.500 20360401 4.	4.500	01/01/2027	24	102.620	25,125.02	Aaa	AAA	1.190	2.106	4.385	1.240	0.95
3140XF3M1 - FNMA Super Int 20 Year 4.500 20381101 4.	4.500	11/01/2038	73	103.710	75,863.90	Aaa	AAA	3.480	3.370	4.339	3.871	2.88
31417YTV9 - FNMA Pass-Thru Int 20 Year 4.000 20301101 4.	4.000	11/01/2030	25	102.960	25,846.65	Aaa	AAA	2.610	2.895	3.885	3.079	0.98
31418CG99 - FNMA Umbs Int 20 Year 3.500 20370301 3.	3.500	03/01/2037	5	100.980	4,706.16	Aaa	AAA	3.580	3.247	3.466	5.041	0.18
31418CMJ0 - FNMA Umbs Int 15 Year 3.000 20320701 3.	3.000	07/01/2032	23	101.070	23,538.42	Aaa	AAA	2.750	2.615	2.968	3.430	0.89
31418DY55 - FNMA Umbs Shrt 10 Year 1.500 20310501 1.	1.500	05/01/2031	19	96.800	18,145.28	Aaa	AAA	3.180	2.462	1.550	3.460	0.69
31418MXQ0 - FNMA Super Int 15 Year 4.500 20250201 4.	4.500	02/01/2025	13	103.110	13,904.05	Aaa	AAA	0.960	1.066	4.364	1.000	0.53
3622AANY6 - GNMA Pass-Thru C Platinum 15yr 3.500 20310420 3.	3.500	04/01/2031	10	103.970	10,111.21	Aaa	AAA	2.400	1.868	3.366	2.641	0.38
Treasuries												
-												
9128282Y5 - United States Treas Nts 2.125%09/30/24 2.125%	2.125	09/30/2024	130	99.240	129,012.00	U.S./#Aaa	U.S.	2.430	2.440	2.141	2.501	4.90
912828M80 - United States Treas Nts 2%11/30/22 2%11/3	2.000	11/30/2022	64	100.450	64,713.49	U.S./#Aaa	U.S.	0.664	1.320	1.991	0.668	2.46
912828VS6 - United States Treas Nts 2.5%08/15/23 2.5%08	2.500	08/15/2023	6	100.620	6,055.43	U.S./#Aaa	U.S.	1.351	2.041	2.485	1.374	0.23
91282CBM2 - United States Treas Nts 0.125%02/15/24 0.125%	0.125	02/15/2024	44	96.090	42,286.29	U.S./#Aaa	U.S.	1.863	2.263	0.130	1.877	1.61
91282CCG4 - United States Treas Nts 0.25%06/15/24 0.25%0	0.250	06/15/2024	164	95.440	156,641.00	U.S./#Aaa	U.S.	2.188	2.381	0.262	2.208	5.95
91282CDN8 - United States Treas Nts 1%12/15/24 1%12/1	1.000	12/15/2024	189	96.200	182,368.38	U.S./#Aaa	U.S.	2.658	2.458	1.040	2.710	6.93

Emergency Operating Fund (Page 1 of 2)

CUSIP	Coupon	Maturity	Quantity	Market Price	Mkt Value + Accrued	Moody Rating	S&P Rating	Duration	Yield to Worst	Current Yield	Avg Life Yrs	Weight
DESTC1 - City Of Destin (Prices as of 03/31/2022)	1.889	10/08/2026	3,658	99.053	3,631,249.15			1.872	2.206	1.908	2.002	99.98
<u>Cash</u>												
-												
CASHCASH6 - OPENING BALANCE	0.000	04/01/2022	67	100.000	66,539.51	U.S./#Aaa	U.S.	0.000	0.000	0.000	0.003	1.83
<u>ABS</u>												
-												
12660DAC1 - Cnh Equipment Tr 2022-a 20270715 0.00000 a-3	2.940	07/15/2027	72	99.700	71,784.00		AAA	3.550	3.043	2.949	3.800	1.98
14041NFQ9 - Capital One CC Tr 2017-6 20250715 2.29000 a	2.290	07/15/2025	88	100.420	88,459.17		AAA	0.440	1.371	2.280	0.460	2.44
14041NFU0 - Capital One CC Tr 2019-2 20240815 1.72000 a	1.720	08/15/2024	53	100.180	53,135.92		AAA	0.360	1.229	1.717	0.381	1.46
14315NAC4 - CARMX 2019-1 A3 3.05% 03/15/2024	3.050	03/15/2024	16	100.380	16,293.04	Aaa	AAA	0.340	1.958	3.038	0.351	0.45
14317DAC4 - Carmax Auto Owner Trust 2021-3 20260615 0.00000 a-3	0.550	06/15/2026	73	96.970	70,805.94	Aaa	AAA	2.760	1.654	0.567	2.830	1.95
254683CM5 - DCENT 2019-A3 A 1.89% 10/15/2024	1.890	05/15/2024	17	100.230	17,160.48	Aaa		0.520	1.462	1.886	0.540	0.47
34528QHA5 - Ford Credit Flrpln Tr 2019-3 20240915 2.23000 a-1	2.230	09/15/2024	36	100.270	36,132.88	Aaa	AAA	1.231	2.010	2.224	1.265	0.99
34528QHK3 - Ford Credit Mstr Tr a 2020-1 20250915 0.00000 a-1	0.700	09/15/2025	73	97.060	70,876.51	Aaa		1.430	2.773	0.721	1.459	1.95
362590AC5 - Gm Fin Cons Atmb Tr 2020-3 20250716 0.00000 a3	0.450	04/16/2025	61	98.770	60,271.40	Aaa	AAA	1.200	1.468	0.456	1.230	1.66
43813GAC5 - HAROT 2021-1 A3 0.27% 04/21/2025	0.270	03/01/2025	86	97.920	84,230.56	Aaa	AAA	1.450	1.702	0.276	1.481	2.32
448977AD0 - Hyundai Auto Rec Tr 2022-a 20261015 0.00000 a-3	2.220	10/15/2026	73	98.750	72,155.03		AAA	3.170	2.624	2.248	3.340	1.99
47787JAC2 - John Deere Owner Tr 2022 20260915 0.00000 a-3	2.320	09/15/2026	73	98.700	72,121.57	Aaa		2.800	2.794	2.351	2.940	1.99
65479CAD0 - Nissan Auto Rec Tr 2020-B 20240715 0.00000 a-3	0.550	07/15/2024	28	99.390	27,791.97		AAA	0.710	1.394	0.553	0.740	0.77
65480BAC1 - NAROT 2021-A A3	0.330	10/15/2025	72	96.780	69,692.16	Aaa	AAA	2.210	1.800	0.341	2.249	1.92
92348CAA9 - Verizon Owner Tr 2020-C 20250421 0.00000 a	0.410	12/01/2025	36	98.060	35,313.90		AAA	1.030	2.302	0.418	1.041	0.97
92348KAH6 - Verizon Master Trust 2022-2 20280720 0.00000 a	1.530	07/20/2028	72	96.290	69,362.46	Aaa	AAA	2.710	2.925	1.589	2.811	1.91
98162YAD5 - WOART 2019-A A3 3.04% 05/15/2024	3.040	05/15/2024	11	100.460	10,651.71	Aaa	AAA	0.410	1.963	3.026	0.430	0.29
<u>Agencies</u>												
-												
3130AJ7E3 - Federal Home Loan Banks Cons Bd 1.375%23 Cons B	1.375	02/17/2023	70	99.820	69,991.64	Aaa	AAA	0.870	1.582	1.377	0.885	1.93
3133EMYX4 - Federal Farm Cr Bks Cons Bd 0.125%23 Cons B	0.125	05/10/2023	105	98.140	103,098.41	Aaa	AAA	1.100	1.828	0.127	1.109	2.84
3135G0T78 - Federal Natl Mtg Assn 2%100522 2%1005	2.000	10/05/2022	27	100.430	27,380.10	Aaa	AA+	0.509	1.154	1.991	0.515	0.75
3137EAE2 - Federal Home Ln Mtg Corp Fr 0.125%072522 Fr 0.1	0.125	07/25/2022	27	99.800	26,952.19	Aaa	AA+	0.316	0.758	0.125	0.318	0.74
3137EAEV7 - Federal Home Ln Mtg Corp Fr 082423 Fr 082	0.250	08/24/2023	144	97.490	140,422.60	Aaa	AAA	1.386	2.082	0.256	1.399	3.87
742651DR0 - Private Expt Fdg Corp Sr Sec N12.05%22 Sr Sec	2.050	11/15/2022	37	100.290	37,393.84	Aaa		0.618	1.579	2.044	0.627	1.03
742651DT6 - Private Expt Fdg Corp Nt 3.55%24 Nt 3.5	3.550	01/15/2024	144	101.950	147,887.20	Aaa		1.737	2.428	3.482	1.792	4.07
742651DX7 - Private Export Funding Corp. 1.75% Snr Sec Pidi Nts 15/11/20	1.750	11/15/2024	53	97.590	52,073.09	Aaa	AAA	2.552	2.708	1.793	2.627	1.43
<u>CMBS</u>												
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3137B3NX2 - FHLMC Remic Series K-031 20230425 Flt a-2	3.300	04/01/2023	77	101.080	78,043.35	Aaa	AAA	0.990	2.001	3.265	1.003	2.15
3137B4GX8 - FHLMC Remic Series K-032 20230225 3.01600 a-1	3.016	02/01/2023	6	100.500	6,209.71	Aaa	AAA	0.390	1.236	3.001	0.400	0.17
<u>CMO</u>												
-												
3136A06K8 - FNMA Remic Trust 2011-91 20260825 2.50000 E	2.500	08/01/2026	55	99.490	54,798.58	Aaa	AAA	1.220	2.792	2.513	1.251	1.51
3136A73R1 - FNMA Remic Trust 2012-95 20320825 2.00000 Bd	2.000	08/01/2032	127	97.450	123,806.18	Aaa	AAA	3.010	2.773	2.052	3.411	3.41
3137A1N25 - FHLMC Remic Series 3706 20231015 2.00000 Cb	2.000	10/01/2023	0	100.100	150.43	Aaa	AA+	0.500	1.648	1.998	0.521	0.00
3137A8QF8 - FHLMC Remic Series 3841 20260415 3.00000 Bd	3.000	04/01/2026	0	100.260	0.57	Aaa	AA+	0.270	1.654	2.992	0.290	0.00
3137B1XY3 - FHLMC Remic Series 4204 20280515 1.75000 Hd	1.750	05/01/2028	46	97.580	44,870.99	Aaa	AAA	1.790	3.101	1.793	1.839	1.24

Emergency Operating Fund (Page 2 of 2)

CUSIP	Coupon	Maturity	Quantity	Market Price	Mkt Value + Accrued	Moody Rating	S&P Rating	Duration	Yield to Worst	Current Yield	Avg Life Yrs	Weight
DESTC1 - City Of Destin (Prices as of 03/31/2022)	1.889	10/08/2026	3,658	99.053	3,631,249.15			1.872	2.206	1.908	2.002	99.98
3137B95Q4 - FHLMC Remic Series 4316 20330315 3.00000 Mh	3.000	03/01/2033	40	99.870	40,517.00	Aaa	AAA	1.500	3.022	3.004	1.650	1.12
3137BDYM2 - FHLMC Remic Series 4387 20281115 2.00000 E	2.000	11/01/2028	116	98.000	113,442.21	Aaa	AAA	1.840	3.070	2.041	1.910	3.12
31393RTE0 - FHLMC Remic Series 2631 20330615 3.62500 Da	3.625	06/01/2033	42	101.700	43,089.83	Aaa	AA+	1.490	2.471	3.564	1.639	1.19
31394CBB7 - FNMA Remic Trust 2005-3 20350225 5.50000 Ap	5.500	02/01/2035	15	105.920	15,850.67	Aaa	AAA	2.570	3.120	5.193	2.830	0.44
31397QLT3 - FNMA Remic Trust 2011-4 20400425 3.00000 Pk	3.000	04/01/2040	16	100.680	16,314.85	Aaa	AA+	0.870	1.975	2.980	0.871	0.45
31398FN98 - FNMA Remic Trust 2009-87 20370825 5.00000 Qa	5.000	08/01/2037	4	101.590	3,964.78	Aaa	AA+	0.500	1.780	4.922	0.611	0.11
38374L5Y3 - GNMA Remic Trust 2005-74 20350916 7.50000 Hb	7.500	09/01/2035	23	106.910	24,560.77	Aaa	AA+	1.610	3.224	7.015	1.760	0.68
MBS												
-												
3128MFNA2 - FHLMC Giant Mbs Gold Comb 15 3.000 20330501 3.	3.000	05/01/2033	83	101.130	83,875.00	Aaa	AAA	2.900	2.645	2.966	3.660	2.31
3128MMVM2 - FHLMC Giant Mbs Gold Comb 15 2.500 20311101 2.	2.500	11/01/2031	72	99.070	71,000.43	Aaa	AAA	2.860	2.781	2.523	3.340	1.95
3132A8SY6 - FHLMC Super 15y Fixed 2.000 20320101 2.	2.000	01/01/2032	33	97.520	32,095.71	Aaa	AAA	2.970	2.764	2.051	3.351	0.88
3138EHHB1 - FNMA Super Int 15 Year 4.500 20260901 4.	4.500	09/01/2026	25	104.740	25,987.64	Aaa	AAA	1.340	0.879	4.296	1.410	0.72
3138EHQ21 - FNMA Umbs Int 15 Year 5.000 20240901 5.	5.000	09/01/2024	8	102.070	8,338.61	Aaa	AAA	0.570	0.940	4.899	0.589	0.23
3138EL4S9 - FNMA Pass-Thru Int 15 Year 4.500 20261001 4.	4.500	10/01/2026	15	102.900	15,472.60	Aaa	AAA	1.350	2.219	4.373	1.429	0.43
3140X7WA3 - FNMA Super Int 15 Year 2.500 20350201 2.	2.500	02/01/2035	15	99.090	15,144.20	Aaa	AAA	2.580	2.786	2.523	2.901	0.42
3140X8BF3 - FNMA Super Int 15 Year 4.000 20340601 4.	4.000	06/01/2034	45	103.710	47,065.78	Aaa	AAA	1.960	2.210	3.857	2.310	1.30
3140X8RF6 - FNMA Super Shrt 10 Year 1.500 20301201 1.	1.500	12/01/2030	88	96.810	84,822.58	Aaa	AAA	2.980	2.538	1.549	3.189	2.34
3140XACH3 - FNMA Super Int 15 Year 4.500 20360401 4.	4.500	01/01/2027	57	102.620	58,829.33	Aaa	AAA	1.190	2.106	4.385	1.240	1.62
31418CG99 - FNMA Umbs Int 20 Year 3.500 20370301 3.	3.500	03/01/2037	22	100.980	21,962.05	Aaa	AAA	3.580	3.247	3.466	5.041	0.60
31418CMJ0 - FNMA Umbs Int 15 Year 3.000 20320701 3.	3.000	07/01/2032	87	101.070	88,269.07	Aaa	AAA	2.750	2.615	2.968	3.430	2.43
31418DY55 - FNMA Umbs Shrt 10 Year 1.500 20310501 1.	1.500	05/01/2031	60	96.800	58,559.76	Aaa	AAA	3.180	2.462	1.550	3.460	1.61
31418MXQ0 - FNMA Super Int 15 Year 4.500 20250201 4.	4.500	02/01/2025	45	103.110	46,161.97	Aaa	AAA	0.960	1.066	4.364	1.000	1.27
3622AANY6 - GNMA Pass-Thru C Platinum 15yr 3.500 20310420 3.	3.500	04/01/2031	28	103.970	29,210.16	Aaa	AAA	2.400	1.868	3.366	2.641	0.80
Treasuries												
-												
9128282Y5 - United States Treas Nts 2.125%09/30/24 2.125%	2.125	09/30/2024	213	99.240	211,381.20	U.S./#Aaa	U.S.	2.430	2.440	2.141	2.501	5.82
912828M80 - United States Treas Nts 2%11/30/22 2%11/3	2.000	11/30/2022	141	100.450	142,571.92	U.S./#Aaa	U.S.	0.664	1.320	1.991	0.668	3.93
912828VS6 - United States Treas Nts 2.5%08/15/23 2.5%08	2.500	08/15/2023	26	100.620	26,240.21	U.S./#Aaa	U.S.	1.351	2.041	2.485	1.374	0.72
91282CBM2 - United States Treas Nts 0.125%02/15/24 0.125%	0.125	02/15/2024	146	96.090	140,313.58	U.S./#Aaa	U.S.	1.863	2.263	0.130	1.877	3.86
91282CCG4 - United States Treas Nts 0.25%06/15/24 0.25%0	0.250	06/15/2024	18	95.440	17,192.30	U.S./#Aaa	U.S.	2.188	2.381	0.262	2.208	0.47
91282CDN8 - United States Treas Nts 1%12/15/24 1%12/1	1.000	12/15/2024	252	96.200	243,157.85	U.S./#Aaa	U.S.	2.658	2.458	1.040	2.710	6.69

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: April 18, 2022

TYPE OF AGENDA ITEM: City Manager Report

AGENDA OUTLINE NUMBER: 4.B.

TO: City Council

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

FROM: Krystal Strickland, Finance Director

DATE: April 8, 2022

SUBJECT: FY23 Budget Calendar

I. BACKGROUND: Each year the City must publish a Budget Adoption calendar, establishing dates for the two budget and millage public hearings. The budget calendar includes dates of budget hearings, budget workshops, deadlines for budget entry and review processes, and statutory deadlines.

II. DISCUSSION: Two Budget and Millage public hearings must be set each fiscal year. The first budget and millage public hearing requires notice by mail to all citizens. It is best practice to announce the date, time, and location of Public Hearing #1 on the TRIM notice that is mailed to all property owners by the Property Appraiser by August 24th of each year. To accomplish this, the millage rate must be certified to the Property Appraiser by August 4th.

Budget and Millage Public Hearing #1 can take place 10-15 days (September 3 - 18) after the TRIM notice has been sent to property owners. After review schedules of other Budget Public Hearings, committee meetings, and legal counsel schedules, Staff recommend holding the Budget Millage Public Hearing #1 on September 8, 2021 at 5:30pm in the City Hall Annex council chambers.

Some important dates:

- Tuesday, May 17th: Budget Workshop #1 Operations
- Thursday, June 23rd: Budget Workshop #2 5-year Capital Improvement Program
- Friday, July 1st: Property Appraiser certifies taxable property values

- Thursday, July 14: Tentative Budget Workshop #3 Total Sources vs Uses
- July 27-July 29: Individual Council Member Budget Briefings
- Monday, August 1st: Motion to confirm Millage rate and Public Hearing #1 for TRIM Notices
- Monday, September 5th: Labor Day
- Tuesday, September 6th: Okaloosa Board of County Commissioners Budget Public Hearing #1
- Thursday, September 8th 5:30pm: Public Hearing #1 to adopt Millage Rate and Budget
- Monday, September 19th 6pm: Public Hearing #1 to adopt Millage Rate and Budget and Regular Council Meeting

The full calendar is attached for review and comment.

- A. **Link to Strategic Goals / Objectives:** Goal #1: Financially sound city providing service excellence
- B. **Effect on Budget (EOB):** None
- C. **Level of Service (LOS):** Same

III. CONCLUSION: Staff recommends approval of the attached budget calendar which sets the first millage and budget public hearing for Thursday, September 8, 2022 at 5:30pm in the regular council chambers at 4100 Indian Bayou Trail. This calendar also sets the recommended dates for Budget Workshops.

IV. RECOMMENDED MOTION: I move to approve the FY 2023 Budget Calendar and to set Budget and Millage Adoption Public Hearing #1 for September 8, 2022 at 5:30pm in the regular council chambers at 4100 Indian Bayou Trail.

Attachments:

1. FY23 Budget Calendar

as of 3/30/2022

**City of Destin
Calendar to Adopt FY 2023 Budget**

<u>Date</u>	<u>Event/Deadlines</u>	<u>Truth-In-Millage Compliance Schedule</u>
1/27/2022	Strategic Visioning Session	
<u>April Events/Deadlines</u>		
4/6/2022	Senior Leader and Admin Assistant - Budgeting Overview and MUNIS Budget Entry Training	
04/05/2022 to 04/08/2022	Review Current Year Projection Estimates with Directors	
4/11/2022	Open in MUNIS (Define/Start Budget Projection; Budget Setting Default Adjustment)	
04/12/2022 to 04/13/2022	Review Current Year Projection Estimates with City Manager	
4/15/2022	All Personnel Budget requests due to HR (Tuition Reimbursements, OT, FTEs, Position Reclassifications)	
4/22/2022	Operating Budget Submissions Due to Program Monitors	
4/28/2022	City Manager requests budget from Sheriff and Fire Department	
4/30/2022	Program Monitors Complete Initial Operating Budget Input into MUNIS	
<u>May Events/Deadlines</u>		
05/02/2022 to 05/06/2022	City Manager Budget Review of Budget Projections	
5/17/2022	City Council Budget Workshop #1 Operations	
5/19/2022	Grant Revenue Estimate Review (Grants Manager and Finance Director)	
5/19/2022	Vehicle and Motorized Equipment Requests Due to Public Works Director	
5/24/2022	PRT Meeting - Review Capital Project Forms and prioritization	
5/30/2022	MEMORIAL DAY	
<u>June Events/Deadlines</u>		
6/7/2022	PRT Meeting - Review Capital Project Forms and prioritize	
6/8/2022	Program/Functional Stmt, Goals & Obj, Accomplishments/Challenges Due	
6/15/2022	5-year Capital Improvement Plan Review with City Manager	
6/23/2022	City Council Budget Workshop #2 5-Year Capital Project Plan	

as of 3/30/2022

**City of Destin
Calendar to Adopt FY 2023 Budget**

<u>Date</u>	<u>Event/Deadlines</u>	<u>Truth-In-Millage Compliance Schedule</u>
<u>July Events/Deadlines</u>		
7/1/2022	Property Appraiser Certifies Taxable Value (Day 1)	Day 1: Property Appraiser Certifies Taxable Value
7/4/2022	INDEPENDENCE DAY	
7/5/2022	Discuss Tentative Millage Rate & Revenue Figures with City Manager	
7/6/2022	Revise and Update Operating and 5-Year CIP Budgets	
7/13/2022	Harbor CRA 1st Review of Tentative Budget	
7/14/2022	City Council Budget Workshop #3 Millage	
7/20/2022	Town Center CRA 1st Review Tentative Budget	
7/21/2022 to 7/22/2022	Post Workshop Budget review with City Manager	
7/21/2022	Dept Charts in Budget Doc, Budget Book Text Revisions due	
7/24/2022	Budget Document Draft Due	
7/26/2022	Distribute City Manager's Recommended Budget to Council	
7/27/2022 to 7/29/2022	Individual Budget Briefs with City Council	
<u>August Events/Deadlines</u>		
8/1/2022	Final Budget Totals & Tentative Millage Rate due to Council for Adoption (Adopt before August 4th)	
8/4/2022	Certify Millage Rate and Public Hearing#1 Date with Property Apprasier Form DR420 (Day 35)	Day 35 (Aug 4th): Certify Millage Rate and Public Hearing #1 with Property Appraiser
8/10/2022	Harbor CRA 2nd Review of Tentative Budget	
8/11/2022	Budget Workshop #4 with Council - Optional	
8/17/2022	Town Center CRA 2nd Review Tentative Budget	
8/23/2022	Publish Tentative Budget online	
8/24/2022	TRIM Notice mailed by Property Appraiser to property owners (Day 55)	Day 55 (Aug 24th): TRIM Notices mailed by Property Appraiser to property owners
8/25/2022	Send draft budget ad to DOR for review	

as of 3/30/2022

**City of Destin
Calendar to Adopt FY 2023 Budget**

<u>Date</u>	<u>Event/Deadlines</u>
<u>September Events/Deadlines</u>	
9/5/2022	LABOR DAY
9/6/2022	Post Tentative Budget to Website
9/6/2022	Okaloosa County Budget Public Hearing #1)
9/8/2022 @5:30pm	1st Public Hearing - Millage Rate & Budget Ordinances
9/13/2022	Budget Ad submitted to Destin Log for publication
9/16/2022	Budget Ad Published and distributed by Destin Log
9/19/2022	Final Public Hearing - Millage Rate & Budget Ordinances and Regular Council Meeting
9/21/2022	Ordinances adopting Millage Rate & Budget sent to Property Appraiser and Tax Collector
9/23/2022	Certification of Final Taxable Rev (DR-422 sent to Property Appraiser, Tax Collector, and Department of Revenue (FDOR)

October Events/Deadlines

10/18/2022 Remit DR-487 Certification of TRIM compliance

Other Important Dates

07/25/22	School Board 1st Budget Hearing
09/06/22	Okaloosa County 1st Budget Hearing
09/12/22	School Board Final Budget Hearing
09/20/22	Okaloosa County Final Budget Hearing

Truth-In-Millage Compliance Schedule

Tentative Budget must be posted to Website at least 2 days before Public Hearing #1 FS 166.241

Budget Public Hearings cannot be on same day as hearings for the County and for the School District

Days 65-80 (September 3-18): Public Hearing #1 (aka Tentative Budget and Proposed Millage Rate Hearing)

Send budget ad on the Friday before the Wednesday printing (or on Wednesday for a Friday printing)

Day 95 (Sept 18-Oct 3): Within 15 days after Public Hearing #1, advertise intent to adopt final millage and budget

Days 97-100: Hold Final Public Hearing to adopt final millage and budget 2-5 days after the newspaper advertisement

Within 3 days after the Final Budget Hearing, send the resolution/ordinance adopting final millage to property appraiser, tax collector and DOR

Within 3 days after receiving DR-422, the taxing authority certifies final millage to the property appraiser.

as of 3/30/2022

**City of Destin
Calendar to Adopt FY 2023 Budget**

<u>Date</u>	<u>Event/Deadlines</u>	<u>Truth-In-Millage Compliance Schedule</u>
<u>Acronyms and Form Descriptions</u>		
Form A	Fee Schedule Change Form	
Form B	New Revenue Proposal Form	
Form C	Revenue Change Explanations	
Form D	Vehicle & Motorized Equip Form	
Form E	CIP O&M Expenses Form	
Form F	Consolidated BP Submission Form	

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: April 18, 2022
TYPE OF AGENDA ITEM: City Manager Report
AGENDA OUTLINE NUMBER: 4.C.

TO: City Council

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

FROM: Michael Burgess, Public Services Director

DATE: 4/5/2022

SUBJECT: Facilities Condition Assessment for Capital Improvement Planning, authorization to execute a contract

I. BACKGROUND: The City maintains several existing building assets with City Hall, the City Hall Annex, Destin Public Library, Community Center, Morgan's Sports Center being a few examples. Based upon the types of buildings and their respective uses, the completion of this facility condition and needs assessment will provide valuable information on the existing condition of these assets along with an understanding of their long-term viability, as well as the preparation of an asset management strategy to identify and prioritize long-term capital investments in these facilities to ensure they meet the current and long-term needs of the community.

II. DISCUSSION: The purpose of the Facilities Condition and Needs Assessment is to provide comprehensive documentation and analysis of the City's existing built facilities. This analysis will be utilized for prioritizing capital improvements and maintenance requirements as well as assisting decision-makers with allocating operating budgets and long-term facility needs for various municipal facilities.

Matrix Design Group's proposal for Task 1 - Inventory and Asset Management includes the following services:

Needs & Condition Survey - \$13,240
Property Condition Reporting - \$5,900
Corrective Cost Estimating - \$8,760
Capital Improvement Planning - \$4,660
Project Administration - \$1,920

Total - \$39,140

A. Link to Strategic Goals / Objectives: Effective, efficient, and aesthetically pleasing infrastructure.

Financially sound city providing service excellence.

B. Effect on Budget (EOB): The cost of these professional services will be allocated out by facility function as follows:

Function/Org	Hx Value	%	Project Allocation to 531000 Professional Services
0151324 GEN GOV FACILITIES	\$ 1,883,150	12.3%	\$ 4,795.75
0152140 PUBLIC SAFETY FACILITIES	\$ 734,909	4.8%	\$ 1,871.57
0152442 CODE COMPLIANCE	\$ 458,150	3.0%	\$ 1,166.75
0153800 PHYS ENVIR/STORMWATER	\$ 315,333	2.1%	\$ 803.05
0154160 TRANSPORTATION/PUBLIC	\$ 750,000	4.9%	\$ 1,910.00
0156272 HEALTH & HUMAN	\$ 100,000	0.7%	\$ 254.67
0157180 LIBRARY	\$ 2,191,650	14.3%	\$ 5,581.40
0157283 PARKS	\$ 4,071,625	26.5%	\$ 10,369.07
0157284 MORGANS	\$ 2,113,029	13.7%	\$ 5,381.18
0157587 COMMUNITY CENTER	\$ 2,293,120	14.9%	\$ 5,839.81
11152441 BUILDING FUND	\$ 458,150	3.0%	\$ 1,166.75
Historical Facility Value	\$ 15,369,116		\$ 39,140.00

The impact on the professional services budget will be as follows:

Budget Impact		TOTAL
VARIOUS-531000		
Various - Professional Services	\$ 466,235	
FY22 Adopted Budget	466,235	
Budget Amendments/Txfrs (Rollforwards)	315,051	
Revised Budget	781,286	
Previous Expenses/Encumbrances	(420,671)	
Available Program Budget	360,615	
This Agreement +(-)	\$ (39,140)	
FY22 Remaining Program Budget	\$ 321,475	

C. Level of Service (LOS): Information derived from this assessment will allow staff to identify needed improvements, forecast future annual expenditures, and will provide the City's Management Team and Council estimates of the remaining years of useful life of all City-owned facilities.

III. CONCLUSION: The Matrix Design Group Inc.'s proposal for Task 1 includes a list of services to be provided, personnel, hours, and rates. The tasks, hours, and rates appear to be reasonable. Staff recommends the execution of the Standard Agreement For Professional Services - Task 1.

IV. RECOMMENDED MOTION: I move that the Mayor execute the attached Standard Agreement For Professional Services with Matrix Design Group Inc.

Attachments:

1. Professional Services Agreement (PSA) - Destin C&N 220331
2. 2022 03 18 - Matrix Revised Proposal (Destin CN) (003)



STANDARD AGREEMENT FOR PROFESSIONAL SERVICES

Matrix Design Group, Inc.
320 Bayshore Drive, Suite B
Niceville, FL 32578

Client Name:

City of Destin

Address:

4200 Indian Bayou Trail
Destin, FL 32541

Client Project Manager:

Jeffrey Cozadd
Projects/Grants/Contracts Manager

Project Name:

Facilities Condition and Needs Assessment

Contact Information:

850-279-4228
jcozadd@cityofdestin.com

Project Location:

Destin, FL

Matrix Design Group, Inc. (MATRIX) and the City of Destin, hereby enter into this Agreement for Professional Services, pursuant to which, MATRIX will perform services for the compensation set forth below, subject to the General Conditions (Exhibit A), which are attached hereto and made a part hereof.

Attachments: The following attachments are made a part of this Agreement and are hereby incorporated by reference:

- Exhibit A – General Conditions
- Exhibit B – Scope of Services
- Exhibit C – Fee Estimate
- Exhibit D – Public Records Addendum
- Exhibit E – Facility List

Compensation: Matrix will complete the aforementioned scope of services (Exhibit B) on a lump sum basis, per the attached fee worksheet (Exhibit C). Upon written approval from the City of Destin, additional work that is outside of the aforementioned scope of services (Exhibit B) will be completed on a time and materials basis using the standard hourly rates provided on Exhibit C or as negotiated through a change order to this Agreement.

Retainer:

IN WITNESS WHEREOF, MATRIX and Client have made and executed this Agreement.

MATRIX DESIGN GROUP, INC.

City of Destin

By: Sal. M. Nodjomian, PE
Title: Chief Executive Officer
Date: _____

By: Gary Jarvis
Title: Mayor
Date: _____

Exhibit A GENERAL CONDITIONS

Matrix's Agreement with Client is comprised of these General Conditions and the accompanying written proposal or authorization for services (hereinafter referred to as "Agreement"):

SECTION 1: MATRIX RESPONSIBILITIES

1.1 Matrix agrees to perform services in accordance with the attached Scope of Services (Exhibit B). Modifications to the proposal or Scope of Services must be provided and mutually agreed to in writing between Matrix and Client prior to rendering of services by Matrix. In performing services, Matrix will use that degree of care and skill ordinarily exercised under similar circumstances by planners practicing in the same locality wherein the project is located.

1.2 Matrix will perform the services as an independent contractor, and shall not be deemed, by virtue of this Agreement, to have entered into any partnership, joint venture or other relationship with Client.

1.3 TO THE MAXIMUM EXTENT PROVIDED BY LAW, NO WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, AT COMMON LAW OR CREATED BY STATUTE, IS EXTENDED, MADE OR INTENDED BY THE PROVISION OF PROFESSIONAL SERVICES AND ADVICE OR BY THE FURNISHING OF THE PROFESSIONAL WORK PRODUCTS PURSUANT TO THIS AGREEMENT.

1.4 If Matrix's performance is delayed due to factors beyond its reasonable control, or if project conditions or the scope of work change, Matrix will give timely notice of the change pursuant to change order and receive compensation for any additional work.

1.5 The Project shall be completed and provided to the Client within the term of this Agreement.

SECTION 2: CLIENT'S RESPONSIBILITIES

2.1 Client shall designate a person to act as the Client's representative with respect to the services Matrix is to provide at the project. Client's designee shall have complete authority to transmit instructions, receive information, interpret and define Client's policies and decisions with respect to the services.

2.2 Any questions, requests for clarification or directions from Client to Matrix shall be in writing, pursuant to a Request for Information or otherwise, and Matrix is under no obligation to follow verbal direction provided on site.

2.3 Client is solely responsible for coordinating amongst design professionals. Client agrees to provide Matrix with all known information, conditions, standards, criteria and objectives which affect its services. This includes, but is not limited to, all plans or reports from other design professionals that may impact or affect Matrix's work. Matrix will be entitled to rely on the accuracy of the information provided. Client hereby agrees that if Client fails

to provide Matrix with any of the information required in this paragraph, Client will assume all risks associated with that failure. Matrix will not be responsible for any omissions or acts which were caused in whole or in part by the failure of Client to provide the required information to Matrix.

2.4 Client agrees that Matrix will not be liable for any changes in conditions to the project caused by others after Matrix's work is completed on the project.

SECTION 3: DOCUMENTS AND REPORTS

3.1 Matrix shall deliver all documents, plans, research, computer files, and any other materials created or prepared by Matrix as part of its performance of this Agreement (the "Work Products") upon completion of each task as set forth in the Scope of Services (Exhibit B).

3.2 If Client does not make payment in full as provided in this Agreement, Client agrees to deliver all Work Products previously transmitted to Client that have not been paid for by Client upon demand by Matrix, and not to use such unpaid for Work Products for any purpose whatsoever until payment in full has been received.

3.3 Project records and Work Products will be retained by Matrix for a period of three years following completion of the services. At that time, Matrix may transfer such records to Client or continue to store such records for a period of time not shorter than the then-applicable retention schedule for public records of the type as published by the State of Florida Department of State.

SECTION 4: COMPENSATION

4.1 Matrix's pricing of this work is predicated upon acceptance of the conditions and allocations of risks and responsibilities described in this Agreement.

4.2 Invoices shall not be submitted more often than once each month unless otherwise approved by this Agreement or in writing by the City. Client will pay the balance stated in the invoice within thirty (30) days unless Client informs Matrix in writing of objections to the invoice within that thirty-day period.

4.3 Unless otherwise agreed in writing, Matrix shall sequence and perform its work so that final completion of all deliverables and tasks is completed not later than June 18, 2021. In light of the difficulties in estimating Client's damages resulting from untimely completion, Matrix and Client hereby agree that for each day beyond the completion deadline the Project remains incomplete, Matrix shall pay to Client as liquidated damages the sum of \$500 per day.

4.4 Additional Services

A. If authorized by Client in writing, Matrix shall furnish services in addition to those set forth above.

B. Client shall pay Matrix for such additional services as follows:

1. A pre-determined lump sum basis payment as agreed to in writing by both Matrix and Client.

2. On an hourly time and expenses basis for additional services of Matrix's employees engaged directly on the Project in an amount equal to the cumulative hours charged to the Project by each class of Matrix's employees times standard hourly rates for each applicable billing class, plus reimbursable expenses and Matrix's consultants' charges, if any.

4.5 Matrix shall be entitled to recover all attorney's fees, dispute resolution fees, court costs and other expenses incurred in the collection or attempted collection of any amounts due under this Agreement.

4.6 At Matrix's option, Matrix may temporarily cease to perform the services or elect to terminate this Agreement if invoiced amounts are unpaid 180 days after the date of Client's receipt of any invoice. In no event shall Matrix be liable for any damage or expense resulting from such termination or work stoppage.

SECTION 5: RISK, DISPUTES AND DAMAGES

5.1 NEITHER PARTY WILL BE LIABLE TO THE OTHER FOR SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE LOSSES OR DAMAGES, INCLUDING BUT NOT LIMITED TO DAMAGES RESULTING FROM DELAY, LOSS OF USE, LOSS OF PROFITS OR REVENUE, OR COST OF CAPITAL.

5.2 The parties agree that all disputes between them will be submitted to a mutually agreeable neutral mediator, as a condition precedent to litigation or other remedies provided by law. The fee and costs of the mediator shall be apportioned equally between the parties.

5.3 Client agrees to notify Matrix of any claimed negligent act, error or omission within thirty days of the date of its discovery and to provide Matrix with the opportunity to investigate and to recommend ways of mitigating damages as a condition precedent to litigation or other remedies provided by law.

5.4 Many risks affect Matrix by virtue of entering into this Agreement to provide professional services. For Client to obtain the benefit of a fee which includes a reasonable allowance for Matrix's risk, Client agrees that Matrix's aggregate liability will not exceed the fee paid for our services or \$50,000, whichever is greater, for Matrix's alleged negligent acts, errors or omissions.

5.5 Consultant agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Client, its officers, directors and employees (collectively, Client) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by the Consultant's negligent performance of professional services under this Agreement and that of its subconsultants or anyone for whom the Consultant is legally liable.

The Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Consultant, its officers, directors, employees and subconsultants (collectively, Consultant) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by the Client's negligent acts in

connection with the Project and the acts of its contractors, subcontractors or consultants or anyone for whom the Client is legally liable, other than Matrix.

SECTION 6: SUCCESSORS, ASSIGNS AND BENEFICIARIES

Client and Matrix each is hereby bound and the partners, successors, executors, administrators and legal representatives of Client and Matrix are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements and obligations of this Agreement.

SECTION 7: NO THIRD-PARTY RELATIONSHIP

7.1 Nothing in this Agreement is intended to create a third-party beneficiary relationship with any party who is not a signatory to this agreement. The rights and obligations contained in this Agreement are solely limited to those between Matrix and Client.

SECTION 8: NO LIABILITY FOR INDIVIDUAL EMPLOYEES OR OFFICERS

8.1 It is intended by the parties to this Agreement that Matrix's services in connection with the Project shall not subject the Matrix's individual employees, officers or directors to any personal legal exposure for the risks associated with this Project. Therefore, and notwithstanding anything to the contrary contained herein, Client agrees that as Client's sole and exclusive remedy, any claim, demand or suit shall be directed and/or asserted only against Matrix, a Colorado corporation, and not against any of the Matrix's individual employees, officers or directors.

8.2 It is intended by the parties to this Agreement that Client's responsibilities (including the agreed upon payments to be made by Client) in connection with the Project shall not subject the Client's individual employees, officers or directors to any personal legal exposure for the risks associated with this Project. Therefore, and notwithstanding anything to the contrary contained herein, Matrix agrees that as Matrix's sole and exclusive remedy, any claim, demand or suit shall be directed and/or asserted only against Client, and not against any of the Client's individual employees, officers or directors.

SECTION 9: MISCELLANEOUS PROVISIONS

9.1 This Agreement is effective as of the date it has been signed by both parties.

9.2 Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of any third party.

9.3 This Agreement shall be interpreted according to the law of Florida. Exclusive venue for any disputes arising out of or related to this contract shall lie in the state courts in and for Okaloosa County, Florida.

9.4 Each Provision of this Agreement is intended to be severable. If any provision of this Agreement is declared illegal or invalid for any reason, such illegality or invalidity shall not affect the remainder of this Agreement.

9.5 This Agreement may be terminated in writing by mutual written agreement by the parties. . Client shall pay Matrix all fees and reimbursable expenses incurred up to the date of termination. Matrix shall provide the Client with any and all Work Products up to the mutually agreed upon date of termination.

9.6 *Professional Liability* – Matrix shall obtain and maintain a policy of professional liability insurance (with prior acts coverage sufficient to cover the services performed under this Agreement) with policy limits in an amount of not less than \$1,000,000 per claim/\$1,000,000 aggregate. Such insurance will be renewed so as to provide continuous coverage during the term of this Agreement and for a period of at least twelve (12) months following the completion of Matrix's professional services under the Agreement.

SECTION 10: TOTAL AGREEMENT

10.1 This Agreement (consisting of the Agreement for Professional Services between the CLIENT and MATRIX DESIGN GROUP, INC.; Exhibit A – General Conditions; Exhibit B – Scope of Services; and Exhibit C – Fee Estimate) constitutes the entire agreement between Client and Matrix and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified or canceled by a duly executed written instrument.

Exhibit B SCOPE OF SERVICES

TASK 1: INVENTORY AND ASSET MANAGEMENT

Matrix proposes eight (8) weeks upon contract award to execute this task. A kick-off meeting with City staff will be conducted in-person at the beginning of, and in conjunction with, the needs and condition survey.

Subtask 1.1 Needs & Condition Survey

Contractor shall conduct condition assessments of listed city-owned buildings (Exhibit E). Contractor shall use Fulcrum application to identify and document current conditions of facilities' structural integrity, physical state, compliance with life safety codes, and operability of major systems. At a minimum, the following key systems from the American Society for Testing and Materials (ASTM) UNIFORMAT II shall be inventoried:

- | | |
|------------------------------|------------------------|
| ■ A10: Foundation | ■ D20: Plumbing |
| ■ B20: Exterior Enclosure | ■ D30: HVAC |
| ■ C10: Interior Construction | ■ D40: Fire Protection |
| ■ C30: Interior Finishes | ■ D50: Electrical |

Deliverables

- Kick-off meeting agenda and minutes (electronic)
- Written request for owner/user facilities' documentation (electronic)
- Pro forma asset inventory (electronic)

Subtask 1.2 Property Condition Reporting

Contractor shall produce Property Condition Reports (PCR) incorporating the information obtained during the needs and condition survey, documenting observations and opinions developed during completion of the assessment. Condition assessment shall detail whether assets are red, yellow, or green based on an agreed upon rubric. Contractor shall initially produce PCR for single facility (of the City's choosing) as a draft deliverable. Upon acceptance, contractor shall complete PCRs for remaining facilities.

Deliverables

- Pilot building facility condition and needs assessment (electronic)
- All remaining building facility condition and needs assessments (electronic)

Subtask 1.3 Corrective Action Development

Contractor shall identify recommended remedies for physical deficiencies (maintain, repair, replace, reconfigure) based on sound asset management principles that minimize lifecycle costs.

Deliverables

- Unconstrained list of recommended facility requirements without probable costs (electronic)

Subtask 1.4 Correction Cost Estimating

Contractor shall develop opinion of probable construction costs supporting recommended actions related to the maintenance, repair, or reconfiguration of existing facilities using parametric cost engineering software and associated area cost factors. Recommendations will closely follow the ASTM 2018-15, Sec. 9.3, Opinions of Costs Attributes.

Deliverables

- Unconstrained list of recommended facility requirements with probable costs (electronic)

Subtask 1.5 Capital Improvement Planning

Contractor shall prioritize corrective actions, align with the City's existing budget, and phase execution annually from fiscal year 2023-2027, with all other requirements identified as "out-year" or long-term requirements.

Deliverables

- Draft prioritized, time-phased execution capital improvement plan (electronic)
- Final prioritized, time-phased execution capital improvement plan (electronic)

Assumptions

Contractor will have access to the facilities and grounds from Monday through Friday during normal business hours to conduct all field work. We understand that some areas may require City escort. Assessments are visual only – no destructive testing, electric metering, or access to confined spaces will be conducted.

Exhibit C
FEE ESTIMATE

Task	Inventory and Asset Management	Total Cost
1.0	Project Administration	\$1,920
1.1	Needs & Condition Survey	\$13,240
1.2	Property Condition Reporting	\$5,900
1.3	Corrective Action Development	\$4,660
1.4	Correction Cost Estimating	\$8,760
1.5	Capital Improvement Planning	\$4,660
	Total Fee	\$39,140

Exhibit D
PUBLIC RECORDS ADDENDUM

Matrix, as Contractor, shall comply with the requirements of Florida's Public Records law. In accordance with Section 119.0701, Florida Statutes, Contractor shall:

- a. Keep and maintain public records required by the public agency in order to perform the service.
- b. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided under Florida's Public Records Law or as otherwise provided by law.
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of this contract if Contractor does not transfer the records to the public agency: and
- d. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of Contractor or keep and maintain public records required by the public agency to perform the service. If contractor transfers all public records to the public agency upon completion of the contract, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Contractor keeps and maintains public records upon completion of this contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.
- e. If Contractor has questions regarding the application of Chapter 119, Florida Statutes, to Contractor's duty to provide public records relating to this Agreement, Contractor shall contact the Custodian of Public Records at:

City Clerk, City of Destin
4200 Indian Bayou Trail
Destin, FL 32541
(850) 837-4242
rbailey@cityofdestin.com
- f. In the event the public agency must initiate litigation against Contractor in order to enforce compliance with Chapter 119, Florida Statutes, or in the event of litigation filed against the public agency because Contractor failed to provide access to public records responsive to a public record request, the public agency shall be entitled to recover all costs, including but not limited to reasonable attorneys' fees, costs of suit, witness, fees, and expert witness fees extended as part of said litigation and any subsequent appeals.

Matrix Design Group, Inc.

**Exhibit E
FACILITY LIST**

FACILITY	ADDRESS
City Hall & EOC	4200 Indian Bayou Tr
City Hall Annex	4100 Indian Bayou Tr
Destin Public Library	150 Sibert Ave
Destin History & Fishing Museum	108 Stahlman Ave
Community Center	101 Stahlman Ave
Destin Sheriff Substation and EMS	107 Stahlman Ave
Food 4 Thought	908 Airport Rd
Morgan's Sports Center & Detached Restrooms	3950 Commons Dr
Buck Destin Recreational Facility	724 Legion Dr
Maintenance Bldg.	3949 Commons Dr
Shore Of Crystal Beach Restrooms and Pavilion	2966 Scenic Hwy 98
June White Decker Restrooms & Maintenance Bldg.	1950 Scenic Hwy 98
Joe's Bayou Restrooms and Office	800 Beach Dr
Harbor Pump Station	725 Gulf Shore Dr
Leonard Destin Park Restrooms	101 Calhoun Ave
History & Fishing Museum	108 Stahlman Ave



March 18, 2022

Attn: Rey Bailey
City Clerk's Office
City of Destin
4200 Indian Bayou Trail
Destin, FL 32541

RE: RFP 21-11-PS – Facilities Condition & Needs Assessment – Bid Proposal

Dear Mr. Bailey and Members of the Selection Committee

In response to the City of Destin's request for proposal for the Needs and Condition Assessment, **Matrix Design Group, Inc.** (Matrix) in association with **MOCA Systems**, welcomes the opportunity to deliver the following revised bid proposal. Matrix is committed to providing timely, valuable, and actionable asset management insight to Destin to successfully posture the town for growth into the next 20 years and beyond.

To prioritize Destin's most critical needs, Matrix proposes the following task breakout:

TASK 1. INVENTORY AND ASSET MANAGEMENT

Needs & Condition Survey	\$13,240
Property Condition Reporting	\$5,900
Corrective Action Development	\$4,660
Correction Cost Estimating	\$8,760
Capital Improvement Planning	\$4,660
Project Administration	\$1,920
Subtotal	\$39,140

[Option 1] ADA Compliance Investigation \$4,120

TASK 2. OPERATIONAL ASSESSMENT

Space Use Analysis	\$6,860
Key Staffing Study	\$7,220
Project Administration	\$640
Subtotal	\$14,720

[Option 2] Current Maintenance Appraisal \$7,220

TASK 3. STRATEGIC PLANNING

Facility Market Valuations	\$2,880
New Construction Cost Estimating	\$4,120
Strategic Asset Management Plan	\$14,150
City Council Final Presentation	\$2,580
Project Administration	\$1,920
Subtotal	\$25,650

[Option 3] Facility Location Analysis \$7,040

Excellence by Design

SCOPE SUMMARY

Task 1. Inventory and Asset Management	\$39,140
Task 2. Operational Assessment	\$14,720
Task 3. Strategic Planning	\$25,650
Total	\$79,510
<i>[Options 1-3]</i>	<i>\$18,380</i>

Matrix has faithfully served clients throughout the state of Florida for years, and we look forward to partnering with the City of Destin in this effort to bring a fresh perspective to the challenges you face.

If you have any questions, please do not hesitate to contact me at 850.333.3102 or via email at matrix@matrixdesigngroup.com.

Sincerely,



Sal Nodjoman, PE
Officer in Charge

Attachments (3):

A – Description of Tasks

B – Cost Breakdown

C – Facility List

EXHIBIT A – DESCRIPTION OF TASKS

TASK 1. INVENTORY AND ASSET MANAGEMENT

Matrix proposes eight (8) weeks upon contract award to execute this task. A kick-off meeting with City staff will be conducted in-person at the beginning of, and in conjunction with, the needs and condition survey.

Needs & Condition Survey

Conduct condition assessments of listed city-owned buildings (Attachment C). Use Fulcrum application to identify and document current conditions of facilities' structural integrity, physical state, compliance with life safety codes, and operability of major systems (finishes, electrical, HVAC, plumbing, lighting, etc.).

Property Condition Reporting

Produce Property Condition Reports (PCR) incorporating the information obtained during the needs and condition survey, documenting observations and opinions developed during completion of the assessment. Initially produce PCR for single facility (of the City's choosing) as a draft deliverable. Upon acceptance, complete PCRs for remaining facilities.

Corrective Action Development

Accurately scope out facility sustainment, restoration, and modernization requirements based on identified physical deficiencies, projected life-cycle investment recommendations, and ADA non-compliance (if pursued).

Correction Cost Estimating

Develop opinion of probable construction costs supporting recommended actions using parametric cost engineering software and associated area cost factors.

Capital Improvement Planning

Prioritize corrective actions, align with City's existing budget, and phase execution across 20-year planning period for feasible implementation.

[Option] ADA Compliance Investigation

Evaluate restrooms, entryways, and corridors for compliance with the Americans with Disabilities Act (ADA). Document non-compliance to include in corrective action recommendations.

Assumptions

Matrix will have access to the facilities and grounds from Monday through Friday during normal business hours to conduct all field work. We understand that some areas may require City escort. Assessments are visual only – no destructive testing, electric metering, or access to confined spaces will be conducted.

TASK 2. OPERATIONAL ASSESSMENT

Matrix proposes four (4) weeks to complete this task. Work will commence upon completion and acceptance of Task 1.

Space Use Analysis

Assess the ability of each building to serve its current needs with respect to number of employees housed in each facility. Interview and survey staff to identify needs for private offices, collaborative spaces, meeting rooms, storage, and interdepartmental relationships.

Key Staffing Study

Assess City staffing strength and configuration. Identify opportunities for operational enhancements through organizational realignment, position reclassifications, staff relocations, customer-facing information technology platforms, and potential increases to end-strength.

[Option] Current Maintenance Appraisal

Assess the City's current maintenance efforts to date as compared to industry standards. Provide preventative maintenance recommendations, to include minimum standards for day-to-day upkeep and their associated costs based on industry standards.

TASK 3. STRATEGIC PLANNING

Matrix proposes eight (8) weeks to complete this task. Work will commence upon completion and acceptance of Task 2.

Facility Market Valuations

Provide current market values of City-owned properties based on current zoning as well as highest and best use.

New Construction Cost Estimating

Develop Class 4 estimates as defined by AACE International Recommended Practice No. 56R-08, supporting programming/scoping documents, and detailed assembly cost breakdown for proposed new construction efforts.

Strategic Asset Management Plan

Prepare a strategic plan for asset management of buildings and property owned by the City that provides comprehensive guidelines for more efficient use and management of City of Destin property and assets. Incorporate findings and recommendations from all previous analysis and reporting efforts executed in this effort. Matrix will provide a draft plan to the City for review and comment. Input will be incorporated in the final version prior to the final presentation.

City Council Final Presentation

Matrix personnel will present findings and major recommendations in-person to Destin's Mayor and City Council after acceptance of the final SAMP.

[Option] Facility Location Analysis

Weigh existing and proposed facility locations against Destin's Comprehensive Plan, current zoning, future-land use, land development code, and community redevelopment area efforts.

EXHIBIT B – COST BREAKDOWN

TASK 1. INVENTORY AND ASSET MANAGEMENT

Needs & Condition Survey				
Name	Role	Hours	Rate	Total
Cameron Bowsky, PE	Civil	24	\$160	\$3,840
Chris Martin, GISP	GIS / Data Mgt	4	\$160	\$640
Charmaine Roberts, RA	Architect	24	\$145	\$3,480
Megan Windeknecht	Mechanical	24	\$105	\$2,520
Kevin Fleming (MOCA)	Electrical	24	\$115	\$2,760
Subtotal				\$13,240
Property Condition Reporting				
Zakary Payne, PE	QA/QC	4	\$205	\$820
Cameron Bowsky, PE	Project Mgt / Civil	16	\$160	\$2,560
Megan Windeknecht	Mechanical	24	\$105	\$2,520
Subtotal				\$5,900
Corrective Action Development				
Zakary Payne, PE	QA/QC	4	\$205	\$820
Cameron Bowsky, PE	Project Mgt / Civil	24	\$160	\$3,840
Subtotal				\$4,660
Correction Cost Estimating				
Cameron Bowsky, PE	Project Mgt / Civil	4	\$160	\$640
Todd Waddle, CCP (MOCA)	Cost Estimating	56	\$145	\$8,120
Subtotal				\$8,760
Capital Improvement Planning				
Zakary Payne, PE	QA/QC	4	\$205	\$820
Cameron Bowsky, PE	Project Mgt / Civil	24	\$160	\$3,840
Subtotal				\$4,660
Project Administration				
Cameron Bowsky, PE	Project Mgt / Civil	12	\$160	\$1,920
Subtotal				\$1,920
[Option] ADA Compliance Investigation				
Cameron Bowsky, PE	Project Mgt / Civil	4	\$160	\$640
Charmaine Roberts, RA	Architect	24	\$145	\$3,480
Subtotal				\$4,120
Total (w/o Option)				\$39,140
Total (w/ Option)				\$43,260

TASK 2. OPERATIONAL ASSESSMENT

Space Use Analysis				
Name	Role	Hours	Rate	Total
Zakary Payne, PE	QA/QC	4	\$205	\$820
Cameron Bowsky, PE	Project Mgt / Civil	16	\$160	\$2,560
Charmaine Roberts, RA	Architect	24	\$145	\$3,480
Subtotal				\$6,860
Key Staffing Study				
Zakary Payne, PE	QA/QC	4	\$205	\$820
Cameron Bowsky, PE	Project Mgt / Civil	40	\$160	\$6,400
Subtotal				\$7,220
Project Administration				
Cameron Bowsky, PE	Project Mgt / Civil	4	\$160	\$640
Subtotal				\$640
[Option] Current Maintenance Appraisal				
Zakary Payne, PE	QA/QC	4	\$205	\$820
Cameron Bowsky, PE	Project Mgt / Civil	40	\$160	\$6,400
Subtotal				\$7,220
Total (w/o Option)				\$14,720
Total (w/ Option)				\$21,940

TASK 3. STRATEGIC PLANNING

Facility Market Valuations				
Name	Role	Hours	Rate	Total
Matt Schwalb	Financial Assessments	16	\$180	\$2,880
Subtotal				\$2,880
New Construction Cost Estimating				
Cameron Bowsky, PE	Project Mgt / Civil	4	\$160	\$640
Todd Waddle, CCP (MOCA)	Cost Estimating	24	\$145	\$3,480
Subtotal				\$4,120
Strategic Asset Management Plan				
Sal Nodjomian, PE	Officer-in-Charge	2	\$325	\$650
Charlie Perham	Strategic Planning	4	\$250	\$1,000
Zakary Payne, PE	QA/QC	8	\$205	\$1,640
Matt Schwalb	Financial Assessments	2	\$180	\$360
Cameron Bowsky, PE	Project Mgt / Civil	32	\$160	\$5,120
Elisabeth Culley, PhD	Editing	8	\$95	\$760
Carolyn Seay-Greeney	Graphic Design	4	\$115	\$460
Alexa Bocchieri	Graphic Design	24	\$90	\$2,160
Indirect Costs	Document Production	N/A	N/A	\$2,000
Subtotal				\$14,150
City Council Final Presentation				
Sal Nodjomian, PE	Officer-in-Charge	4	\$325	\$1,300
Cameron Bowsky, PE	Project Mgt / Civil	8	\$160	\$1,280
Subtotal				\$2,580
Project Administration				
Cameron Bowsky, PE	Project Mgt / Civil	12	\$160	\$1,920
Subtotal				\$1,920
[Option] Facility Location Analysis				
Cameron Bowsky, PE	Project Mgt / Civil	4	\$160	\$640
Chris Martin, GISP	GIS / Data Mgt	8	\$160	\$1,280
Patrick Small, AICP	Planning	32	\$160	\$5,120
Subtotal				\$7,040
Total (w/o Option)				\$25,650
Total (w/ Option)				\$32,690

EXHIBIT C – FACILITY LIST

FACILITY	ADDRESS
City Hall & EOC	4200 Indian Bayou Tr
City Hall Annex	4100 Indian Bayou Tr
Destin Public Library	150 Sibert Ave
Destin History & Fishing Museum	108 Stahlman Ave
Community Center	101 Stahlman Ave
Destin Sheriff Substation and EMS	107 Stahlman Ave
Food 4 Thought	908 Airport Rd
Morgan's Sports Center & Detached Restrooms	3950 Commons Dr
Buck Destin Recreational Facility	724 Legion Dr
Maintenance Bldg.	3949 Commons Dr
Shore Of Crystal Beach Restrooms and Pavilion	2966 Scenic Hwy 98
June White Decker Restrooms & Maintenance Bldg.	1950 Scenic Hwy 98
Joe's Bayou Restrooms and Office	800 Beach Dr
Harbor Pump Station	725 Gulf Shore Dr
Leonard Destin Park Restrooms	101 Calhoun Ave
History & Fishing Museum	108 Stahlman Ave

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: April 18, 2022
TYPE OF AGENDA ITEM: Announcement
AGENDA OUTLINE NUMBER: 4.D.

TO: City Council

THRU:

FROM:

DATE:

SUBJECT: Announcements

I. BACKGROUND:

II. DISCUSSION:

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

III. CONCLUSION:

IV. RECOMMENDED MOTION:

Attachments:

None

CITY OF DESTIN – COMMUNITY DEVELOPMENT



AGENDA ITEM

MEETING DATE: April 18, 2022

BOARD/COMMITTEE: City Council

TYPE OF AGENDA ITEM: Action Item

OUTLINE NUMBER: 5.A.

TO: City Council

THRU: Lance Johnson, City Manager

FROM: Louis Zunguze, Community Development Director
Kimberly Kopp, Land Use Attorney
Steve O'Connor, Principal Planner

DATE: March 30, 2022

SUBJECT: Proposed Conditional Use 21-40-CU Destin Smoke Shop, and "Other Miscellaneous Store Retailers" uses 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 PROLIFERATION 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 provided to Staff signed by the owner and all current tenants of the existing suites.

LOCAL PLANNING AGENCY RECOMMENDATION:

At the regularly scheduled Local Planning Agency (LPA) meeting on March 24, 2022, the Local Planning Agency unanimously recommended City Council approve the proposed Conditional Use 21-40-CU with the condition that the applicant provides the City with a copy of the executed shared parking agreement provided to staff, signed by the owner, and all current tenants of the existing suites.

Staff received an executed shared parking agreement signed by the owner and all three tenants on April 6, 2022, which meets the Local Planning Agency condition for approval. Staff recommends approval of Conditional Use 21-40-CU, provided that the applicant records the shared parking agreement and provides the City with proof of record.

IV. RECOMMENDED MOTION:

I move that the City Council approve Conditional Use 21-40-CU with the following condition:

- The applicant shall provide the City with proof of record of the executed shared

parking agreement.

Attachments:

1. Site Plan
2. Floor Plan
3. Lease Agreement
4. Letter for Shared Parking Information
5. Executed Shared Parking Agreement
6. Abutter Notice

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.

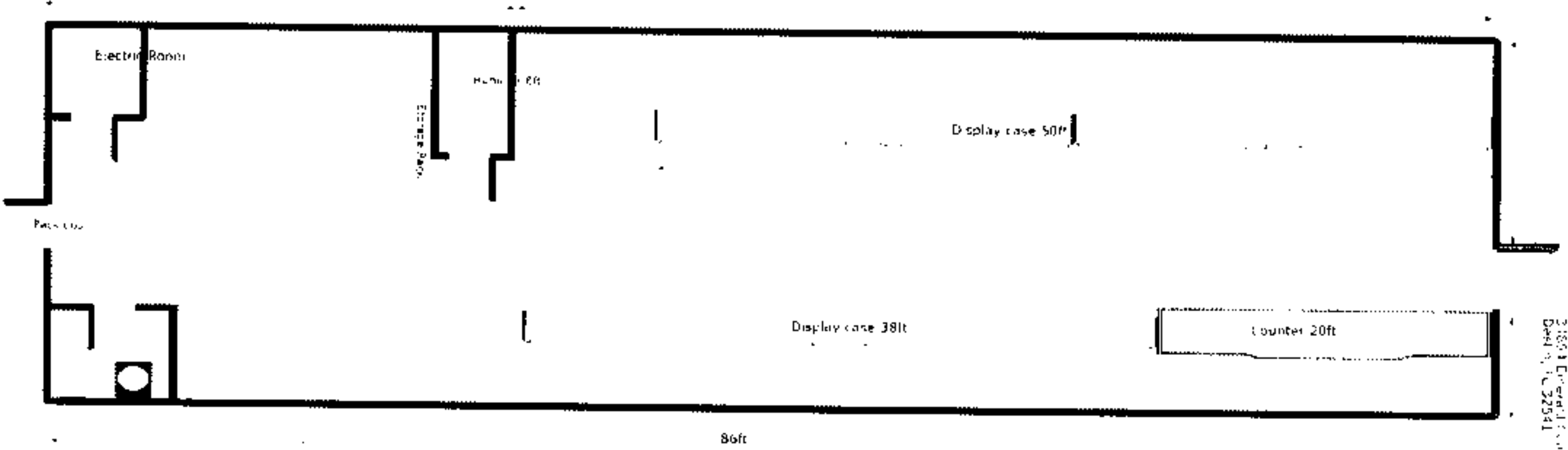
This is to certify that this map or plat and the survey on which it is based were made in accordance with the 2016 Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys, jointly established and adopted by ALTA and NSPS. The field work was completed on February 07, 2017.

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

Dated

NOT VALID WITHOUT THE SIGNATURE AND 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
Brea, CA 92603

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".

W I T N E S S E T H:

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
MRDS
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.

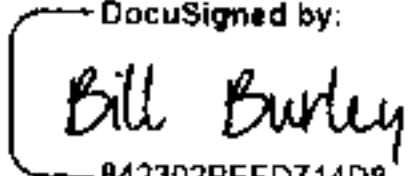
49. Special Provisions

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

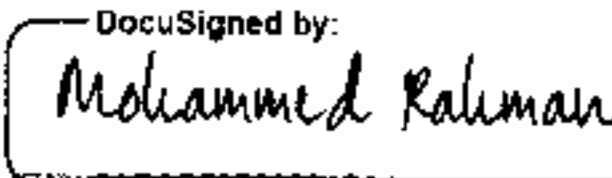
By:  DocuSigned by:
3AD9C527900842A
Name: Mohammed Rahman
Its: OWNER

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____.

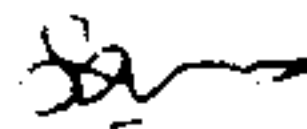
GUARANTY OF LEASE
DATED _____ BY AND
BETWEEN SOUTH BEACH COAST PROPERTY, LLC, LESSOR
AND _____ LESSEE

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 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 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 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 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 _____ day of _____, 20____.

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 election or 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.

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

[› View details](#)

BOOK

09:30 AM – 10:15 AM CST

Miami Nights

Gillian Takais (*substitu...*)

31 of 36 open

[› View details](#)

BOOK

12:00 PM – 12:45 PM CST

Miami Nights

Bailey Wade

34 of 36 open

[› View details](#)

BOOK

05:00 PM – 05:45 PM CST

Miami Nights

Brandon Boyd (*substit...*)

33 of 36 open

[› View details](#)

BOOK

Saturday, January 22

07:00 AM – 08:00 AM CST

NOHO

Bailey Wade

34 of 36 open

[› View details](#)

BOOK

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](#)

SHARED PARKING AGREEMENT

This Shared Parking Agreement ("Agreement") is made effective the ____ day of April, 2022, by and between SOUTH EMERALD COAST PROPERTY, LLC, a Florida limited liability company ("Owner") and SWEET SPOT PRODUCTIONS, LLC, S FOOD MART NINE, LLC and GET SHREDDED, LLC (collectively, "Tenants"). Owner and Tenants may be referred to herein as the "Parties".

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Owner is the owner of the following described property (the "Property") located at **34894 Emerald Coast Parkway, Destin, FL 32541**:

PARCEL 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 the Public Records of Okaloosa County, Florida.

PARCEL 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 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.

2. Tenants lease commercial space at the Property from Owner.
3. This Agreement is being entered with respect to 21-40-CU Smoke Shop Conditional Use Application and DO 20-15 Mattress Firm Simple Deviation Change Order ("DO").
4. Owner and Tenants understand and acknowledge that the number of parking spaces allocated to Unit B (Smoke Shop) by the DO may be insufficient for the proposed use of

Unit B based on the requirements of the City of Destin's Land Development Code (the "Code"). Provided, however, that Owner and Tenants agree that (i) the Property's number of existing parking spaces will in fact be sufficient for the proposed use since the Tenants' respective hours of need of maximum parking do not normally overlap and (ii) no additional parking spaces will be necessary.

5. The Tenants' typical operating hours are as follows:

Unit A 1:00 pm - 11:00 pm

Unit B 10:00 am - 12:00 am

Unit C 5:00 am - 6:00 pm

6. Accordingly, Owner and Tenants hereby request consideration of a reduction of joint use of parking spaces pursuant to Paragraph 8.06.12. A. of the Code which reduction shall continue as long as the uses requiring parking are in existence and there is not a conflict of traffic between the uses that would result in a violation of the minimum standards of Article 8 of the Code or until the required parking is provided elsewhere in accordance with the provisions of Article 8 of the Code.

7. Maintenance of the parking facility on the Property will be provided by Owner in accordance with its leases with the respective Tenants.

8. This Agreement and its respective provisions shall be deemed covenants running with the lands of both the Property and the leasehold estates of the Property. However, this Agreement will be null and void if the site changes due to Tenants changing – a new shared parking agreement will be required to replace this Agreement reflecting the changes.

9. The City of Destin shall have enforcement authority with respect to all matters arising under or relating to this Agreement.

SIGNATURE PAGE FOLLOWS

EXECUTED to be effective on the date stated above.

SOUTH EMERALD COAST PROPERTY, LLC

BY: William J. Burley President
WILLIAM J. BURLEY, President

SWEET SPOT PRODUCTIONS, LLC

BY: M. Bush
Michael Bush, Member

S FOOD MART NINE, LLC

BY: Mohammed Rahman
MOHAMMED RAHMAN

GET SHREDDDED, LLC

BY: See the signature on next page

EXECUTED to be effective on the date stated above.

SOUTH EMERALD COAST PROPERTY, LLC

BY: William J. Burley President
WILLIAM J. BURLEY, President

SWEET SPOT PRODUCTIONS, LLC

BY: M. Bush
Michael Bush, Member

S FOOD MART NINE, LLC

BY: _____

GET SHREDDDED, LLC

BY: Eric Andrews
Eric Andrews - Owner



Community Development Planning Division

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

April 12, 2022

**Subject: Notification of Application Submittal – “Destin Smoke Shop” – Conditional Use
– City of Destin Project Number: 21-40-CU**

Dear Property Owner:

The purpose of this letter is to notify you that the Planning Division has received an application for a Conditional Use. **The Application will be heard by the City Council at 6:00 p.m. at Destin City Hall Annex, 4100 Indian Bayou Trail on Monday, April 18, 2022.** As an owner of property located within 300 feet of this project, Article 2.17.00 of the Destin Land Development Code (LDC) requires a written notice providing you the following information.

This notice is for informational purposes only. No action is required on your part.

1. Name of Owner: South Emerald Coast Prop LLC
2. Name of Leasee: S Food Mart Nine LLC
3. Address of Project: 34894 Emerald Coast Pkwy Unit 2
4. Parcel ID Number: 00-2S-22-0587-0000-0020
5. Project Description: The applicant is requesting approval of Conditional Use 21-40-CU, for the operation of a smoke shop, which is classified as “Other miscellaneous store retailers” per the *City of Destin’s Land Development Code (LDC), Table 7-2: Table of Allowable Uses*. The project is not proposing any exterior changes to the property.
6. Location Map: Please refer to the back of this letter.
7. Location of Application Package: To request a digital copy of the application package be sent to you, please call the City Clerk at (850) 837-4242 or fill out a Public Records Request (PRR) online: <http://www.cityofdestin.com/forms.aspx?fid=121>

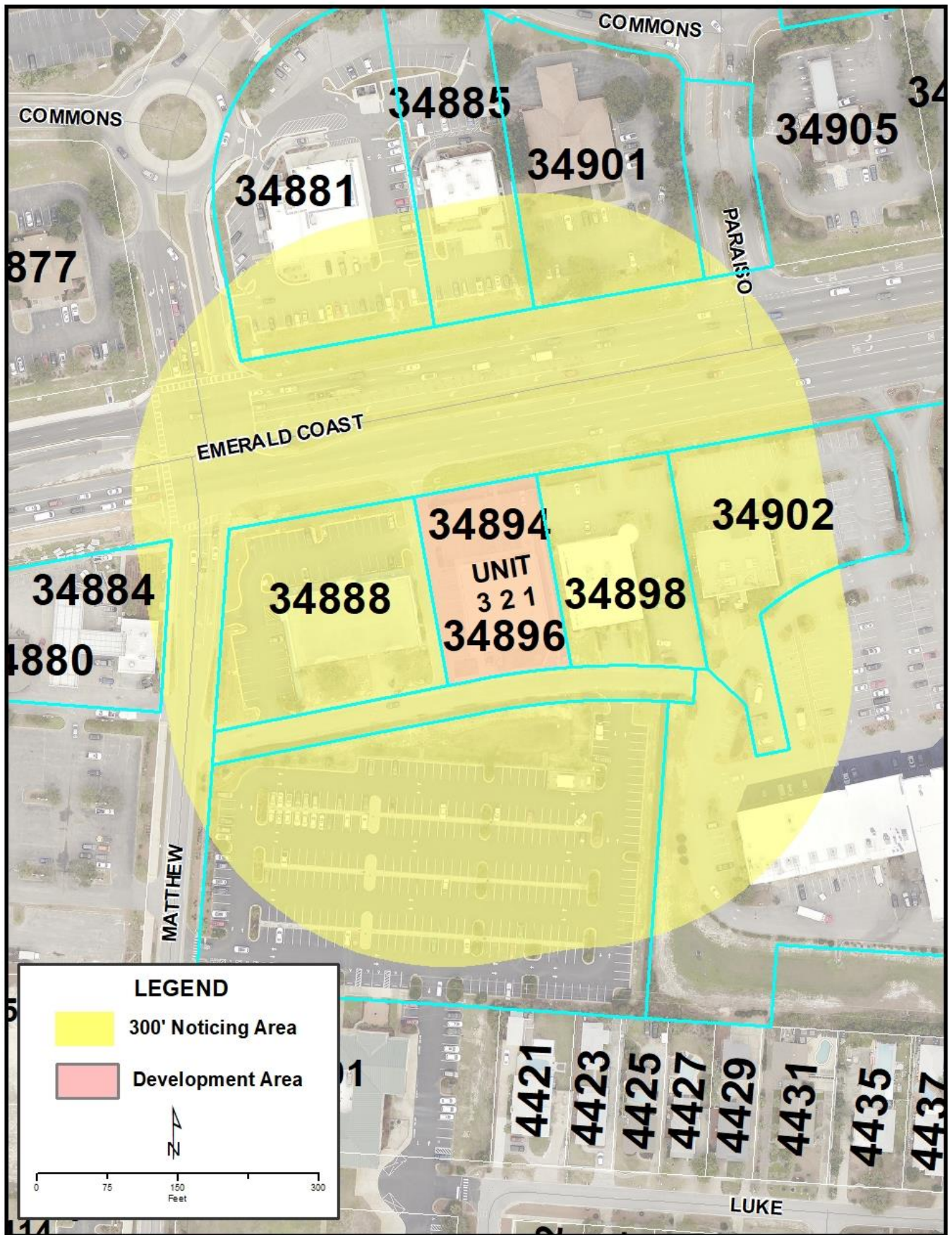
If you have any questions regarding this letter, please do not hesitate to call (850) 654-1119 option 2 or email planning@cityofdestin.com.

Sincerely,

Tunazzina Binte Alam
Planner



CC: Louis Zunguze, MURP, Community Development Director
Planning Division
Community Development Department Project File



CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: April 18, 2022
TYPE OF AGENDA ITEM: Action Item
AGENDA OUTLINE NUMBER: 5.B.

TO: City Council

THRU: Lance Johnson, City Manager

FROM: Noell Bell, Chief Building Official
Kimberly Kopp, Land Use Attorney
Steve O'Connor, Principal Planner

DATE: April 11, 2022

SUBJECT: Major Development Order 21-21-SP - Gregory Uzdevenes, on behalf of William N. Martin, is requesting approval for a Major Development Order. The project is located at 90 Sibert Avenue (Parcel ID: 00-2S-22-0310-000A-073E), with the property totaling approximately 0.43 acres. The applicant is proposing to construct a two-story parking structure to serve the McGuire's restaurant, as well as the Harborview Shopping Center.

I. BACKGROUND: Gregory Uzdevenes, on behalf of William N. Martin, is requesting approval for a Major Development Order. The project is located at 90 Sibert Avenue (Parcel ID: 00-2S-22-0310-000A-073E), with the property totaling approximately 0.43 acres. The applicant is proposing to construct a two-story parking structure to serve the McGuire's restaurant, as well as the Harborview Shopping Center.

II. DISCUSSION:

COMPREHENSIVE PLAN/LAND DEVELOPMENT CODE

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

LAND USE

Parking lots and garages (public & private) are an appropriate use within the NHMU's future land use designation and a permitted use within the NHMU zoning district.

DENSITY

Not applicable

HEIGHT

Maximum allowed: 75' / 6 stories

Provided: 30' / 2 stories

FLOOR AREA RATIO

Maximum allowed: 1.50

Provided: 1.50

SETBACKS

Front required: 10' minimum

Front provided: 10'

Side minimum required: 0'

Side provided (East): 0'

Side provided (West): 0'

Rear minimum required: 0'

Rear provided: 0'

OPEN SPACE

Minimum required: 30%

Provided: 31.4%

PLATTING

Not applicable

CONCURRENCY MANAGEMENT

Concurrency requirements have been met:

Traffic: Not applicable.

Solid Waste: Not applicable.

Potable Water: Signed August 26, 2021.

Sanitary Sewer: Signed August 26, 2021.

Stormwater Management: Signed February 24, 2022.

AIRPORT PROTECTION

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

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

TRANSPORTATION ANALYSIS

The proposed project has been deemed to have a de minimis impact; therefore, the project is not subject to transportation concurrency, per **Comprehensive Plan Policy 12-4.1.3.C**.

RIGHT-OF-WAY DEDICATION

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

INGRESS/EGRESS

Vehicular access to the property is provided by a two-way accessway off the Sibert Avenue public Right-of-Way (ROW).

PEDESTRIAN NETWORK

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

PARKING

Minimum required: 197

Maximum allowed: 246

New total parking provided: 241

UTILITIES:

All utilities are required to be underground.

STORMWATER:

The City Manager's Stormwater designee approved the stormwater plan on February 24, 2022.

REFUSE COLLECTION:

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

WHITE SANDS ZONE

The proposed project is located within the White Sands Zone II.

LANDSCAPING

Front perimeter/common boundary: Not applicable

Interior parking landscape: Provided

Buffer zone: Not applicable

Preservation and restoration:

Reforestation trees required: 5

Preserved trees: 0

Replacement trees: 1

Required parking trees: 10

Total required trees: 16

Total trees provided: 30

SIGNS

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

IMPACT FEES

The proposed parking structure is intended to serve the existing McGuire's restaurant, as well as the Harborview Shopping Center. Given that this project is intended to serve the existing uses, no impact fees will be applied to this project.

OTHER FEES NONE

COMMENTS NONE

- 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 impact on LOS.

III. CONCLUSION:

With respect to the Major Development, **2.07.01(B) of the Land Development Code:**

Following the required public notice and hearing, the City Council shall either approve, approve with conditions, approve with modifications or deny the Community Development staff's recommendation and shall:

1. Determine conformity of the proposed development with the Comprehensive Plan, this Code, other applicable requirements and the items enumerated above.
2. Hear and address concerns and desires of surrounding landowners and other affected persons.
3. Consider any rule, objective or policy of the Comprehensive Plan or any other criterion applicable to the particular development proposals in formulating its recommendation to either approve or deny the development proposal.
4. If the proposal is approved or approved with conditions, the City Council shall instruct the City Manager, or designee, to authorize the issuance of a development order that complies with **Section 2.08.00**.
5. If the proposal is approved with modifications, a development order may be authorized by the City Manager, or his designee, once the required modifications have been completed and approved by the appropriate Technical Review Committee (TRC) members.
6. If the proposal is denied based upon the applicant's failure to meet the requirements of this Code in the proposed development plan(s), the application will become null and void, and the applicant will lose in-line priority consideration for concurrency. The applicant will have to submit a new application and start the review process over in order to secure consideration for approval of the proposal.

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

IV. RECOMMENDED MOTION:

I move that the City Council approve McGuire's Parking Structure, a Major Development Order.

ALTERNATE MOTION:

I move that the City Council approve/approve with conditions/approve with modifications/deny McGuire's Parking Structure, a Major Development Order.

Attachments:

1. DO-22-06_McGuire's Parking Structure Draft DO
2. Electrical Plans
3. Landscape and Architecturals
4. McGuire's Civil Plans



Community Development Planning Division

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

April 4, 2022

Development Order No. 21-26

Final Development Order:

**McGUIRE'S PARKING STRUCTURE
A MAJOR DEVELOPMENT ORDER
(21-21-SP)**

Based upon the City's approval and issuance of this Development Order on April 19, 2022, this document will serve as your Final Development Order, and includes all of the provisions and conditions in the attached Technical Review Committee Report.

Gregory Uzdevenes, on behalf of William N. Martin, is requesting approval for a Major Development Order. The project is located at 90 Sibert Avenue (Parcel ID: 00-2S-22-0310-000A-073E), with the property totaling approximately 0.43 acres. The applicant is proposing to construct a two-story parking structure to serve the McGuire's restaurant, as well as the Harborview Shopping Center.

DETERMINATIONS:

1. This final development order is in accordance with the approved construction documents, which is inclusive of the civil site plans (Exhibit A), architectural and landscape plans (Exhibit B), and electrical plans (Exhibit C), stamped approved on April 19, 2022.
2. All the findings and requirements of the Technical Review Committee report are incorporated herein.

CONDITIONS OF APPROVAL:

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

Construction of infrastructure must commence within one (1) year of approval date (date from which the Final Development Order is issued by the Community Development Department) of the Final Development Order on **April 19, 2022** (no later than **April 19, 2023**), and must be completed as shown on plans approved by the Technical Review Committee.

WARNING: If the applicant/owner has not obtained a building permit(s) for either the construction of infrastructure or construction of the entire project and that construction has not commenced within one (1) year of issuance of the final development order, the final development order will become null and void and the application for development order approval must be re-initiated (Article 2, Section 2.21.00).



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

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

2. If the applicant fully complies with the requirements of Condition No. 1. above, the concurrency capacity allocation status for “McGuire’s Parking Structure” will be protected. **However, the protected concurrency status will be lost and the application for development order approval must be re-initiated if:**
 - A. **Construction permit(s) in association with construction of infrastructure or construction of the entire project are not obtained in accordance with Article 2, Section 2.10.00 of the Land Development Code to maintain concurrency, or**
 - B. **Construction activity ceases for a period of one (1) year after a building permit for construction of infrastructure or construction of the entire project has been issued so that concurrency is not maintained under Article 6 of the Destin Land Development Code (LDC).**
3. The applicant must obtain City of Destin permits for the following activities on and off site (these may require appropriate bonding):
 - A. Disturbance of the City's Right-Of-Way (Note: Applicant must obtain the proper ROW permit(s) from the Public Services Department prior to issuance of building permits, unless otherwise exempted by the Public Services Director).
 - B. Pavement cuts.
 - C. Construction of any kind.
 - D. Clearing, grubbing, or demolition.
 - E. Paving, grading, drainage, sidewalks.
 - F. Signage.
 - G. Installation of utilities.
 - H. Construction trailers.
4. The following items must be addressed in the appropriate order:
 - A. **Prior to the issuance of any City Permit**, a sign must be posted on the subject property notifying the public of the emergency contact information of the person responsible for the project. Refer to section 7.01.02(B) of the Land Development Code (LDC) for details on the size, location and contents of the sign. Additionally,



a posting of emergency contact information sign affidavit must be submitted to the Planning Division prior to the issuance of any permits.

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

Estimated impact fee total: **\$0**
- I. **Prior to the issuance of a Certificate of Occupancy**, the site layout, parking areas, landscaping, outdoor lighting and architectural design must be inspected and approved by the Community Development Department.
- J. **Prior to the issuance of a Certificate of Occupancy**, a Stormwater Operation/Maintenance Plan (SWOMP) approved by the City shall be acknowledged and signed by the Owner.



Louis Zunguze, MURP, Community Development Director
City of Destin

Date

Gregory Uzdevenes, Authorized Agent
Project Architect

Date



**TECHNICAL REVIEW COMMITTEE REPORT
McGUIRE'S PARKING STRUCTURE
A MAJOR DEVELOPMENT ORDER
(21-21-SP)**

ISSUE

Applicant: William N. Martin
Agent: Gregory Uzdevenes
Location: 90 Sibert Avenue
Request: Scope consists of constructing a two-story parking structure to serve the McGuire's restaurant, as well as the Harborview Shopping Center.
Parcel Size: ±0.43 acres.
Future Land Use: North Harbor Mixed Use (NHMU)
Zoning District: North Harbor Mixed Use (NHMU)
Density: N/A
Intensity: 1.50 FAR Provided (1.50 FAR Allowed)
Application Date: August 2, 2021
Approved Site Plan Date: April 19, 2022

DISCUSSION/FINDINGS

Gregory Uzdevenes, on behalf of William N. Martin, is requesting approval for a Major Development Order. The project is located at 90 Sibert Avenue (Parcel ID: 00-2S-22-0310-000A-073E), with the property totaling approximately 0.43 acres. The applicant is proposing to construct a two-story parking structure to serve the McGuire's restaurant, as well as the Harborview Shopping Center.

COMPREHENSIVE PLAN/ZONING

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

LAND USE

Parking lots and garages (public & private) is an appropriate use within the NHMU future land use designation and a permitted use within the NHMU zoning district.

DENSITY

Not applicable

HEIGHT

Maximum allowed: 75' / 6 stories
Provided: 30' / 2 stories

FLOOR AREA RATIO

Maximum allowed: 1.50
Provided: 1.50



SETBACKS

Front required: 10' minimum

Front provided: 10'

Side minimum required: 0'

Side provided (East): 0'

Side provided (West): 0'

Rear minimum required: 0'

Rear provided: 0'

OPEN SPACE

Minimum required: 30%

Provided: 31.4%

PLATTING

Not applicable

CONCURRENCY MANAGEMENT

Concurrency requirements have been met:

Traffic: Not applicable.

Solid Waste: Not applicable.

Potable Water: Signed August 26, 2021.

Sanitary Sewer: Signed August 26, 2021.

Stormwater Management: Signed February 24, 2022.

AIRPORT PROTECTION

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

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

TRANSPORTATION ANALYSIS

The proposed project has been deemed to have a de minimis impact; therefore, the project is not subject to transportation concurrency, per Comprehensive Plan Policy 12-4.1.3.C.

RIGHT-OF-WAY DEDICATION

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



INGRESS/EGRESS

Vehicular access to the property is provided by a two-way accessway off the Sibert Avenue public ROW.

PEDESTRIAN NETWORK

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

PARKING:

Minimum required: 197

Maximum allowed: 246

New total parking provided: 241

UTILITIES:

All utilities are required to be undergrounded.

STORMWATER:

The City Manager's Stormwater designee approved the stormwater plan on February 24, 2022.

REFUSE COLLECTION:

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

WHITE SANDS ZONE

The proposed project is located within the White Sands Zone II.

LANDSCAPING

Front perimeter/common boundary: Not applicable

Interior parking landscape: Provided

Buffer zone: Not applicable

Preservation and restoration:

Reforestation trees required: 5

Preserved trees: 0

Replacement trees: 1

Required parking trees: 10

Total required trees: 16

Total trees provided: 30

SIGNS

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

IMPACT FEES

The proposed parking structure is intended to serve the existing McGuire's restaurant, as well as the Harborview Shopping Center. Given that this project is intended to serve the existing uses, no impact fees will be applied to this project.



OTHER FEES

None

PUBLIC INPUT:

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

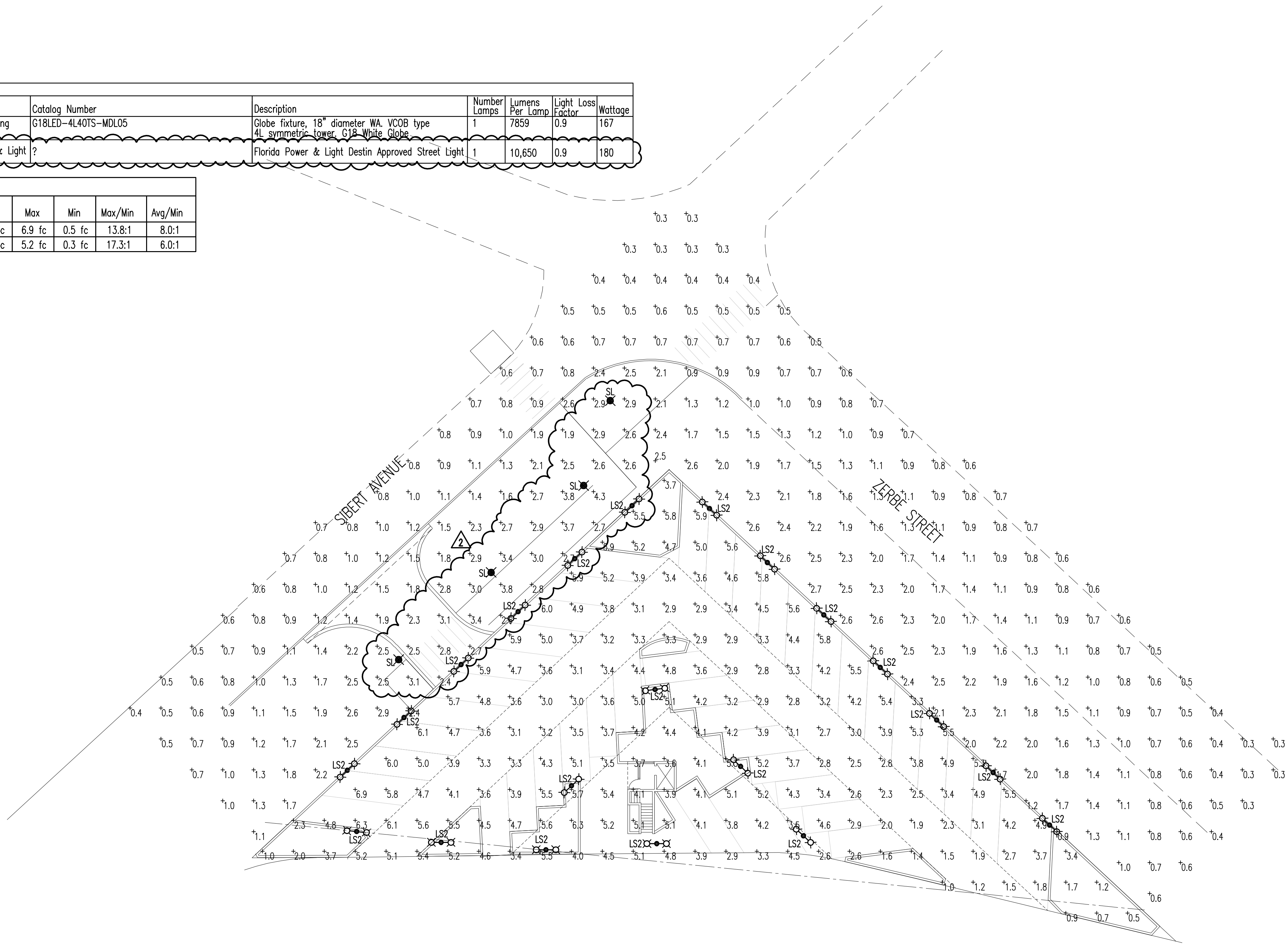
COMMENTS:

None



Schedule								
Symbol	Label	Image	Quantity	Manufacturer	Catalog Number	Description	Number Lamps	Lumens Per Lamp
	LS2		21	Sternberg Lighting	G18LED-4L40TS-MDL05	Globe fixture, 18" diameter WA, VCOB type 4L symmetric, tower, C18 White Globe	1	7859
	SL		4	Florida Power & Light	?	Florida Power & Light Destin Approved Street Light	1	10,650
Light Loss Factor	Wattage							
0.9	167							
0.9	180							

Statistics						
Description	Symbol	Avg	Max	Min	Max/Min	Avg/Min
SECOND LEVEL PARKING	+	4.0 fc	6.9 fc	0.5 fc	13.8:1	8.0:1
STRUCTURE PERIMETER	+	1.8 fc	5.2 fc	0.3 fc	17.3:1	6.0:1

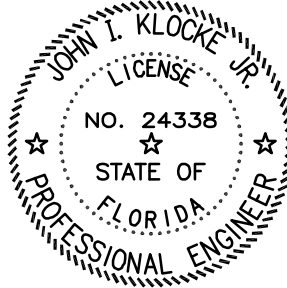


SECOND LEVEL PHOTOMETRIC PLAN
SCALE: 1"= 20'-0"
20' 0' 20'
GRAPHIC SCALE 1"=20'

GREGORY R. UZDEVENES, ARCHITECT, P.A.
918 E. CERVANTES ST. PENSACOLA, FLA. 32501
850-432-9304 FAX: 438-4946 GUZD@BELLSOUTH.NET

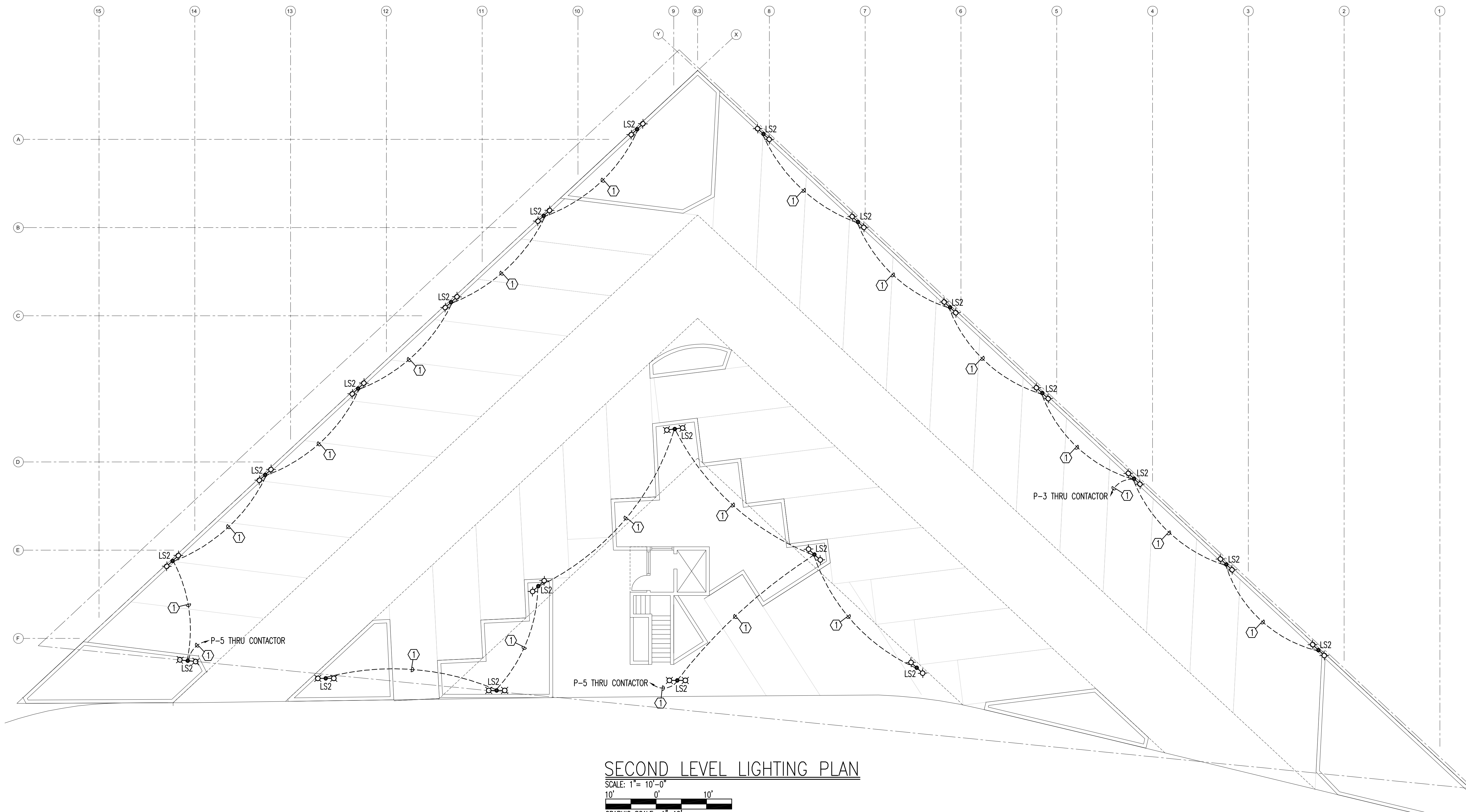
MCGUIRE'S PARKING STRUCTURE

date 08/02/21
revised
1 01/20/22
2 01/20/22
file no. 21032
sheet E103



KLOCKE & ASSOCIATES, INC.
Consulting Engineers
51 E. Gregory Street, Pensacola, Florida 32502, (850) 434-0989
C.A. #2695 JOHN I. KLOCKE, JR., P.E. #24338

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21032
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SECOND LEVEL LIGHTING PLAN

SCALE: 1"= 10'-0"
10' 0' 10'
GRAPHIC SCALE 1"=10'

KEY NOTES

① 2#8, 1#10 GRD, 3/4"C

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C.A. #2695 JOHN I. KLOCKE, JR., P.E. #24338

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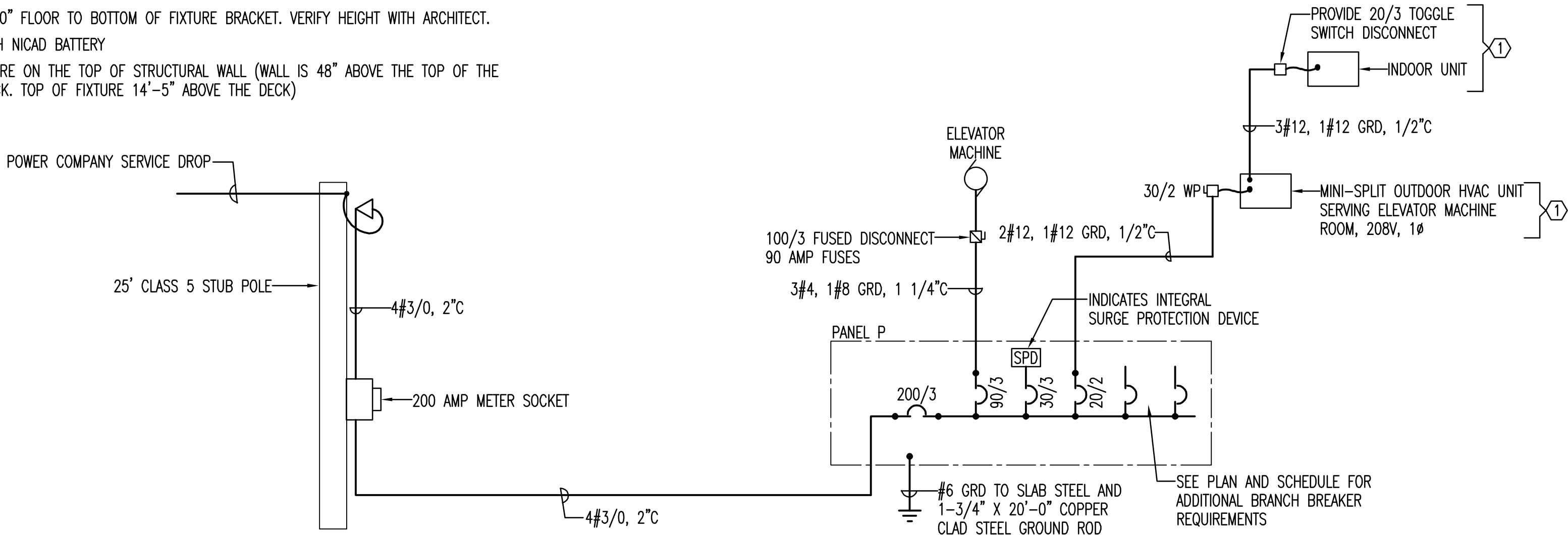
MCGUIRE'S PARKING STRUCTURE

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GREGORY R. KLOCKE, P.E.
918 E. CERVANTES ST. PENSACOLA, FLA. 32501
850-434-0989
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BREAKER INTERRUPTING CAPACITY: 22,000				PANEL SCHEDULE P										BRACED FOR MINIMUM 22,000 AMPS SYMMETRICAL	
120/208V, 3ø, 4W 200 AMP MAIN BREAKER				SURFACE MOUNTED											
CKT	EQUIPMENT SERVED	BREAKER TRIP POLE		KVA/PHASE A B C			KVA/PHASE A B C			BREAKER POLE TRIP		EQUIPMENT SERVED	CKT		
1	SITE LIGHTING STANDARDS	20	1	1.26			.08			1	20	LIGHTING	2		
3	↓				1.26			.08				↓	4		
5	↓					1.26			.18			RECEPTACLES ELECTRICAL	6		
7	LIGHTING			.64			.18		.18			MECHANICAL	8		
9	↓				.64			.36				ELEVATOR PIT	10		
11	↓					.48		.18	.18			ELEVATOR VESTIBULE	12		
13	SPARE						.18					EXTERIOR	14		
15	LIGHTING				.33			.36				ELEVATOR VESTIBULE	16		
17	↓					.1			.1			ELEVATOR ALARM PANEL	18		
19	SPARE											SPACE	20		
21	↓												22		
23	↓												24		
25	↓												26		
27	↓												28		
29	SPACE												30		
31	↓						1.5		1.5	2	30	IRRIGATION WELL	30		
33	↓							.1		1	20	IRRIGATION CONTROLLER (1)	32		
35	↓								.1	1	1	ELEVATOR LIGHTS & CONTROLS	34		
37	↓						7.5			1	1	↓	36		
39	MINI-SPLIT AC UNIT	20	1		1.0		7.5			3	90	ELEVATOR MACHINE	38		
41	↓					1.0			7.5	1	1	↓	40		
TOTAL CONNECTED KVA				11.34	11.63	12.40	PROVIDE WITH INTERNAL SURGE PROTECTION DEVICE (80 KA)								
				A	B	C	(1) COORDINATE REQUIREMENTS WITH IRRIGATION CONTRACTOR.								

LIGHTING FIXTURE SCHEDULE				
MARK	MANUFACTURER AND CATALOG No.	SOURCE	MOUNTING	REMARKS
LS2	STERNBERG 2A-G18LED-5P-VC0B-4L40TS-MDL05-WA/TAPITF/8708P5-.250/PG (MODIFIED FOR 160 MPH WIND LOADING. SEE REMARKS)	LED 7859 LUMENS	SEE STRUCTURAL DETAILS (6)	(1)
WB	STERNBERG 1W-G16LAD-5P-VC0B-4L40TS-MDL05-WA/TAWB/PG	LED 7859 LUMENS	WALL (4)	(2)
LA	LITHONIA WL4-30L-MVOLT-EZ1-LP840	LED 3000 LUMENS	SURFACE/CEILING	
LB	LITHONIA WL4-30L-MVOLT-EZ1-LP840	LED 3000 LUMENS	WALL	
Lbv	LITHONIA DMW2-L24-AFL-MD-MVOLT-GZ10-40K-80CRI	LED 3000 LUMENS	WALL	
SA	LUMINAIRE APX13-MN10-15W-40K-MVOLT-FDP-SHCAB	LED	SURFACE/CEILING	(3)
WBA	LUMINAIRE APX13-MN10-25W-40K-MVOLT-FDP-SCHAB	LED	WALL	(3)
BP	LITHONIA WTLU-LED	LED	WALL	(4) (5)
SL	FLORIDA POWER & LIGHT CITY OF DESTIN APPROVED STREET LIGHT	LED	GROUND	

- (1) 18" GLOBE CONSTRUCTED TO MEET 160 MPH WIND RATING
(2) 16" GLOBE
(3) PROVIDE WITH KNOCKOUT MOUNTED MOTION SENSOR. SENSOR SWITCH SBOR-6-ODP-P-WH.
(4) NOMINAL 8'-0" FLOOR TO BOTTOM OF FIXTURE BRACKET. VERIFY HEIGHT WITH ARCHITECT.
(5) PROVIDE WITH NICAD BATTERY
(6) MOUNT FIXTURE ON THE TOP OF STRUCTURAL WALL (WALL IS 48" ABOVE THE TOP OF THE PARKING DECK. TOP OF FIXTURE 14'-5" ABOVE THE DECK)



POWER RISER DIAGRAM

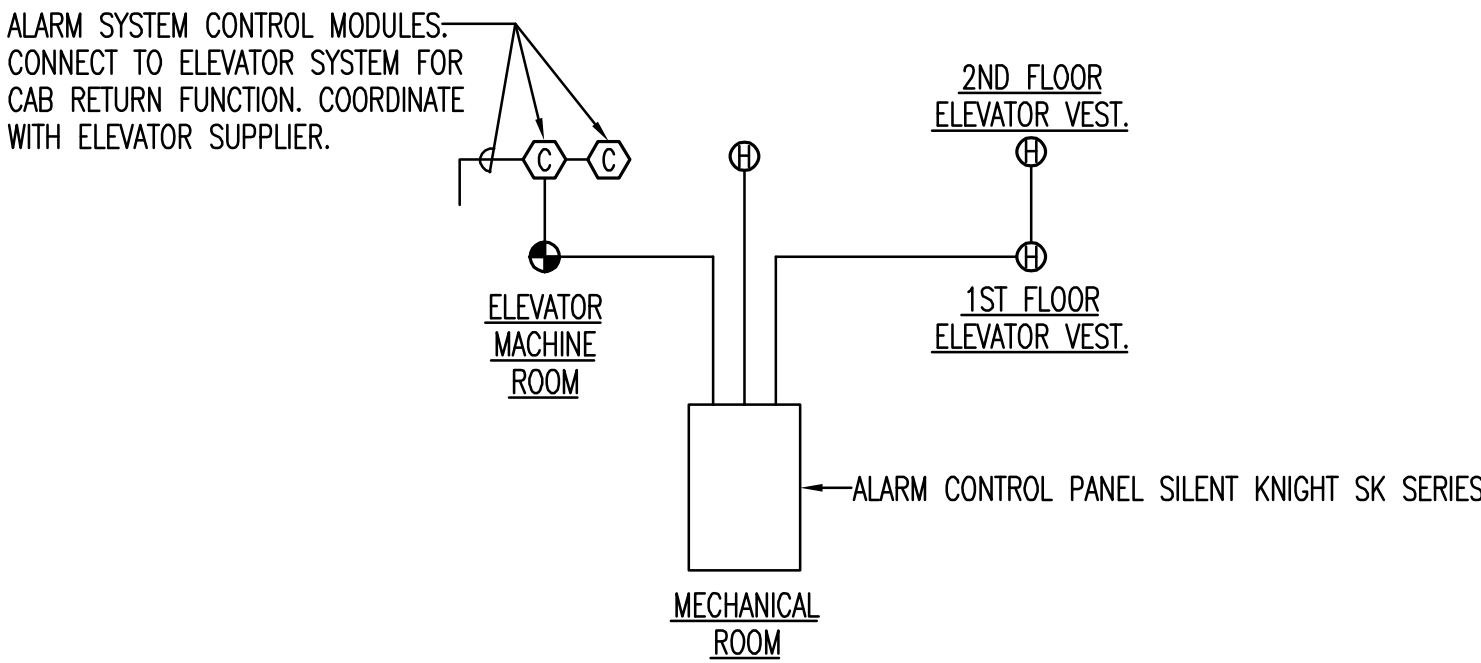
(1) SEE ARCHITECTURAL FOR LOCATION

ELECTRICAL SPECIFICATIONS

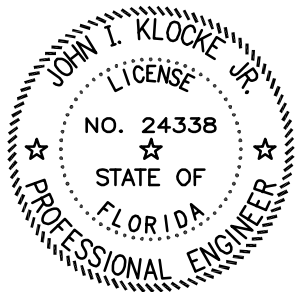
- CODES AND STANDARDS**
A. ALL MATERIALS AND WORKMANSHIP SHALL COMPLY WITH ALL APPLICABLE CODES AND INDUSTRY STANDARDS.
B. IN CASE OF DIFFERENCE BETWEEN BUILDING CODES, SPECIFICATIONS, STATE LAWS AND LOCAL ORDINANCES, REGULATIONS AND THE CONTRACT DOCUMENTS, THE MOST STRINGENT SHALL GOVERN. THE CONTRACTOR SHALL PROMPTLY NOTIFY THE ARCHITECT IN WRITING OF SUCH DIFFERENCES. NON-COMPLIANCE; SHOULD THE CONTRACTOR PERFORM ANY WORK THAT DOES NOT COMPLY WITH THE REQUIREMENTS OF THE APPLICABLE BUILDING CODES, STATE LAWS, LOCAL ORDINANCES, INDUSTRY STANDARDS AND UTILITY COMPANY REGULATIONS, HE SHALL BEAR ALL COSTS ARISING IN CORRECTING THE DIFFERENCES. THE FOLLOWING CODES SHALL APPLY:
NFPA-70 NATIONAL ELECTRICAL CODE
NFPA-90A STANDARD FOR THE INSTALLATION OF AIR CONDITIONING AND VENTILATING SYSTEMS
NFPA-101 LIFE SAFETY CODE
FLORIDA BUILDING CODE
- LIGHTING FIXTURES** SHALL BE AS INDICATED. PROVIDE ALL REQUIRED ACCESSORIES FOR A COMPLETE INSTALLATION. LIGHTING CONTROLS SHALL BE AS INDICATED.
- PANELBOARDS** SHALL BE SQUARE D NQ OR EQUAL. ALL CIRCUIT BREAKERS SHALL BE THERMAL MAGNETIC TYPE.
- DISCONNECTS** SHALL BE NON-FUSED TYPE. GENERAL DUTY TYPE FOR NON-FUSED HEAVY DUTY TYPE FOR FUSED.
- LIGHTING CONTACTORS** SHALL BE SQUARE D 8903 SERIES OR EQUAL.
- CONDUCTORS**
A. ALL CONDUCTORS SHALL BE COPPER WITH TYPE THHN/THWN INSTALLATION FOR GENERAL USE.
B. CONDUCTORS #12 THROUGH #10 SHALL BE SOLID, #8 AND LARGER SHALL BE STRANDED. MINIMUM BRANCH CIRCUIT CONDUCTOR SIZE SHALL BE #12.
- CONDUIT**
A. ALL CONDUCTORS SHALL BE IN CONDUIT. CONDUIT SHALL BE EMT WITH STEEL COMPRESSION OR STEEL SET SCREW FITTINGS ON THE INTERIOR. CONDUIT OUTSIDE UNDERGROUND AND IN FLOOR SLABS SHALL BE SCH 40 PVC.
- WIRING DEVICES** SHALL BE HEAVY DUTY SPECIFICATION GRADE. PROVIDE GREY DEVICES AND GALVANIZED PLATES.
- IDENTIFICATION**
A. EACH CONNECTED AND SPARE CIRCUIT ON LIGHTING AND POWER PANELBOARDS SHALL BE IDENTIFIED BY MEANS OF A TYPED DIRECTORY. PROVIDE CORRECTED DIRECTORIES FOR ALL AFFECTED PANELS.
- TELE SYSTEM**
A. PROVIDE ROUGH-IN AS INDICATED.
- ALARM SYSTEM** SHALL BE SILENT KNIGHT SK SERIES OR EQUAL. PROVIDE WITH ALL REQUIRED DEVICES AND ACCESSORIES FOR FUNCTIONS INDICATED.
- THE CONTRACTOR SHALL VISIT THE SITE TO DETERMINE ALL EXISTING CONDITIONS PRIOR TO SUBMITTING A BID. ALL CIRCUIT NUMBERS, FEEDERS, ETC. SHALL BE FIELD VERIFIED PRIOR TO STARTING WORK.
- TESTS**
A. GENERAL: THE CONTRACTOR SHALL SHOW BY DEMONSTRATION IN SERVICE THAT ALL CIRCUITS AND DEVICES ARE IN OPERATING CONDITIONS. TESTS SHALL BE SUCH THAT ITEM OF CONTROL EQUIPMENT WILL FUNCTION NOT LESS THAN FIVE TIMES.
B. TEST ON 600 VOLT WIRING: TEST ALL NEW 600 VOLT WIRING TO VERIFY THAT NO SHORT CIRCUITS OR ACCIDENTAL GROUNDS EXIST.

ELECTRICAL LEGEND

- (1) SITE LIGHTING STANDARD
(2) FLORIDA POWER & LIGHT STREET LIGHT
(3) WALL BRACKET MOUNTED LIGHTING FIXTURE
(4) SURFACE MOUNTED DOWN LIGHT
(5) SURFACE MOUNTED LINEAR LIGHTING FIXTURE
(6) EMERGENCY LIGHTING UNIT BATTERY PACK
(7) SINGLE POLE LIGHTING SWITCH MOUNT 48" AFF
(8) DUPLEX RECEPTACLE MOUNT 18" AFF UNLESS NOTED OTHERWISE
(9) GROUND FAULT CIRCUIT INTERRUPTER RECEPTACLE WITH WEATHERPROOF COVERPLATE
(10) TELE OUTLET FOR ELEVATOR CAB PHONE
(11) FUSED DISCONNECT SWITCH
(12) NON-FUSED DISCONNECT SWITCH
(13) PANELBOARD
(14) MOTOR
(15) ELEVATOR ALARM SYSTEM AREA HEAT DETECTOR
(16) ELEVATOR ALARM SYSTEM AREA SMOKE DETECTOR
(17) ELEVATOR ALARM SYSTEM CONTROL MODULE
(18) POWER COMPANY POLE
(19) EOP—EXISTING POWER COMPANY OVERHEAD PRIMARY
(20) OS—EXISTING OVERHEAD SECONDARY
(21) SD—SECONDARY SERVICE DROP SEE PLAN NOTES
(22) CONDUIT RUN ABOVE CEILING OR IN WALLS
(23) CONDUIT RUN UNDERGROUND OR BELOW SLAB
(24) FP—FLORIDA POWER & LIGHT SITE LIGHTING CIRCUIT
(25) HOMERUN TO PANELBOARD ANY CIRCUIT WITHOUT FURTHER DESIGNATION 2#12, 1#12 GRD, 1/2" C, 3#12, 1#12 GRD, 1/2" C ETC. NOTE: ALL CIRCUITS SHALL HAVE SEPARATE NEUTRALS.



ELEVATOR ALARM SYSTEM RISER



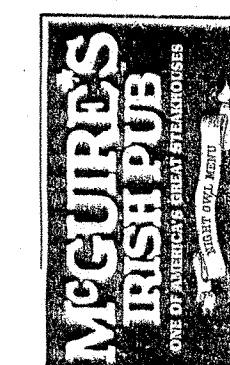
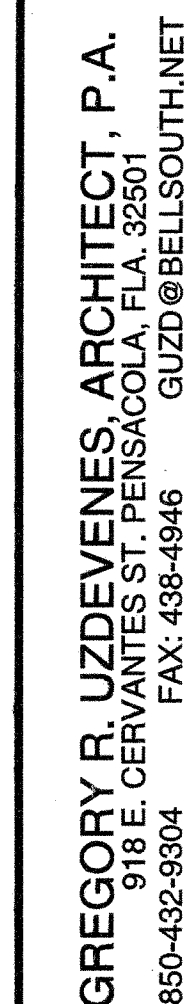
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GREGORY R. UZDEVENIS, ARCHITECT, P.A.
918 E. CERVANTES ST. PENSACOLA, FLA. 32501
850-432-8304 FAX: 438-4946 GUZDOB@BELLSSOUTH.NET

MCGUIRE'S PARKING STRUCTURE

date 08/02/21
revised 03/11/22

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sheet E001
of

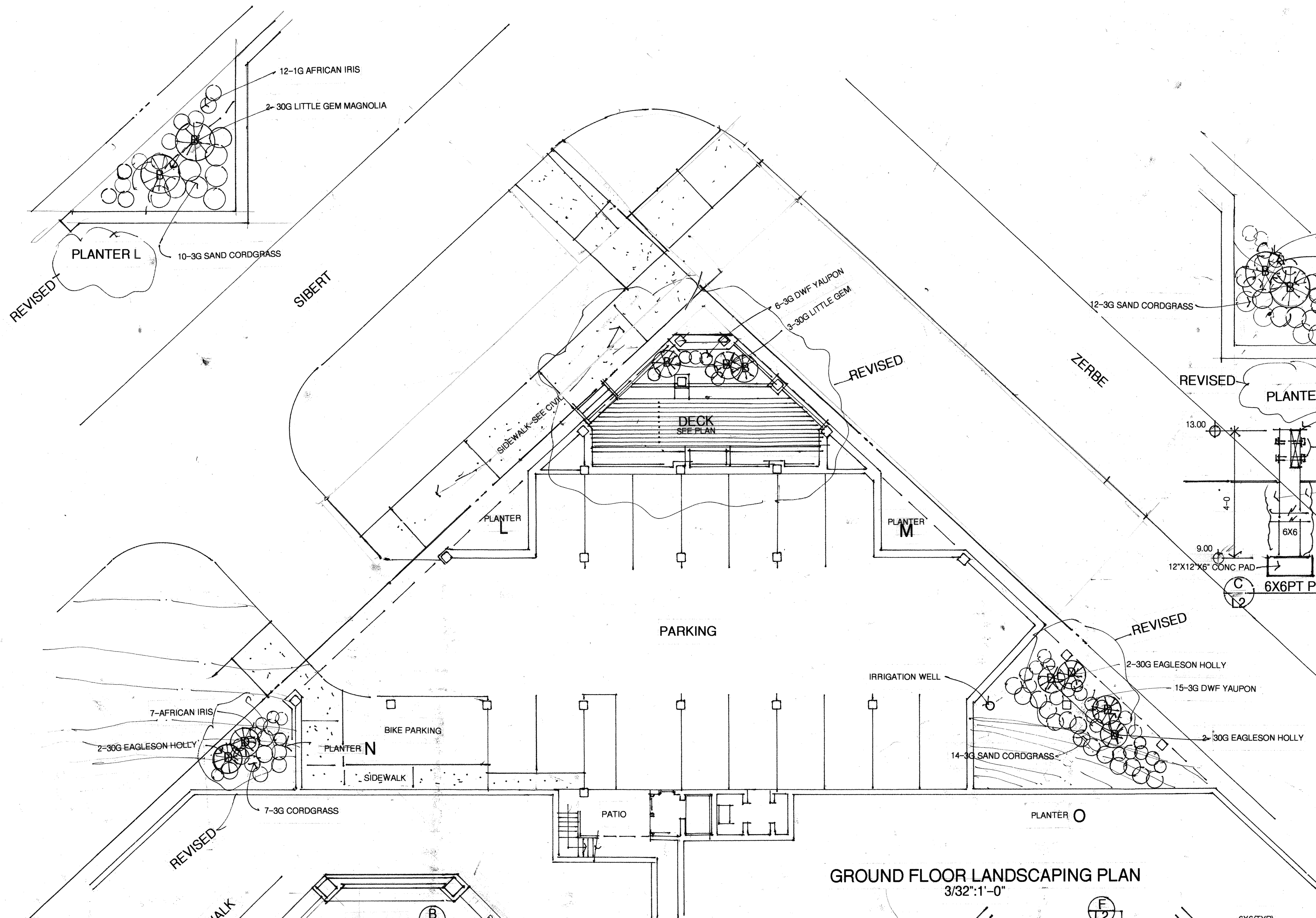


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MCGUIRE'S
PARKING STRUCTURE

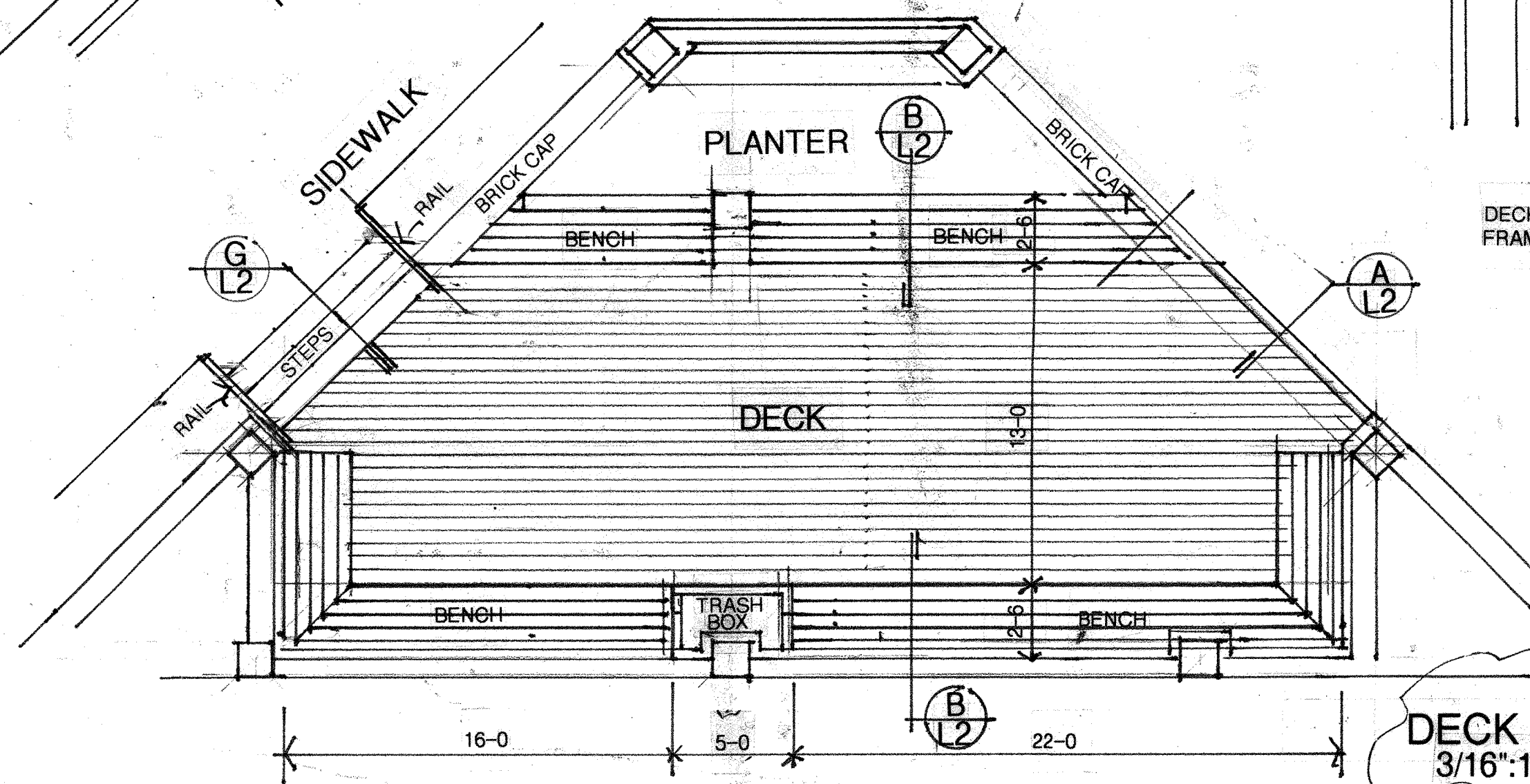
DATE: 26JUL21
JOB: 2101

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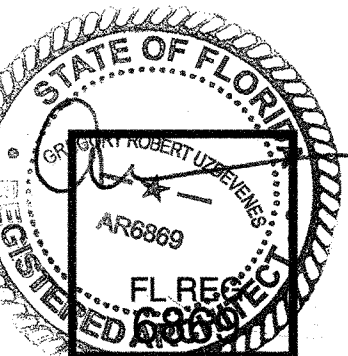
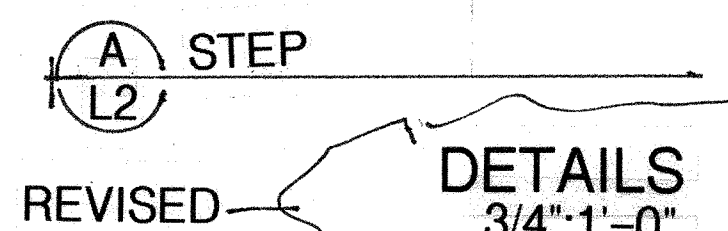
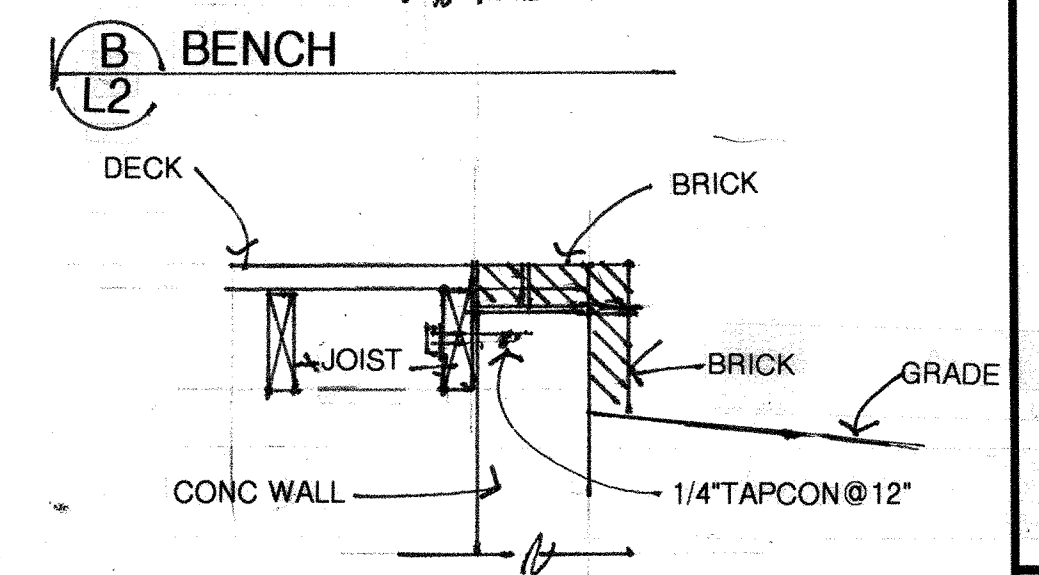
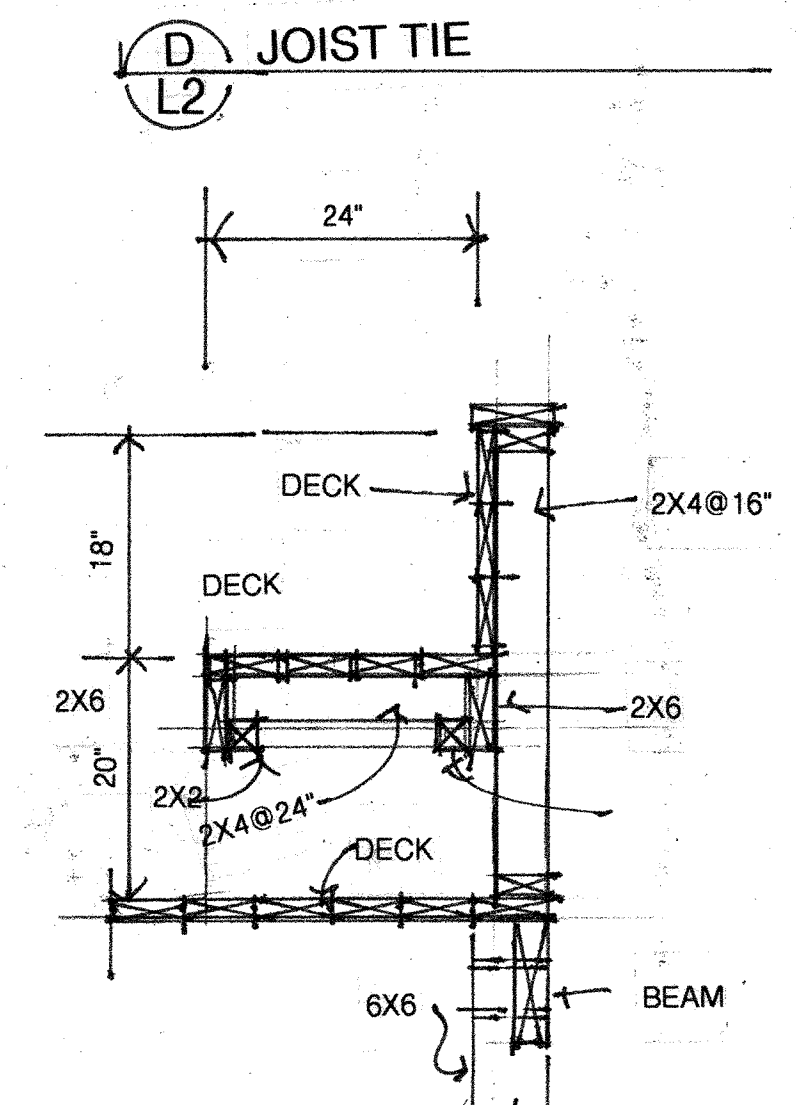
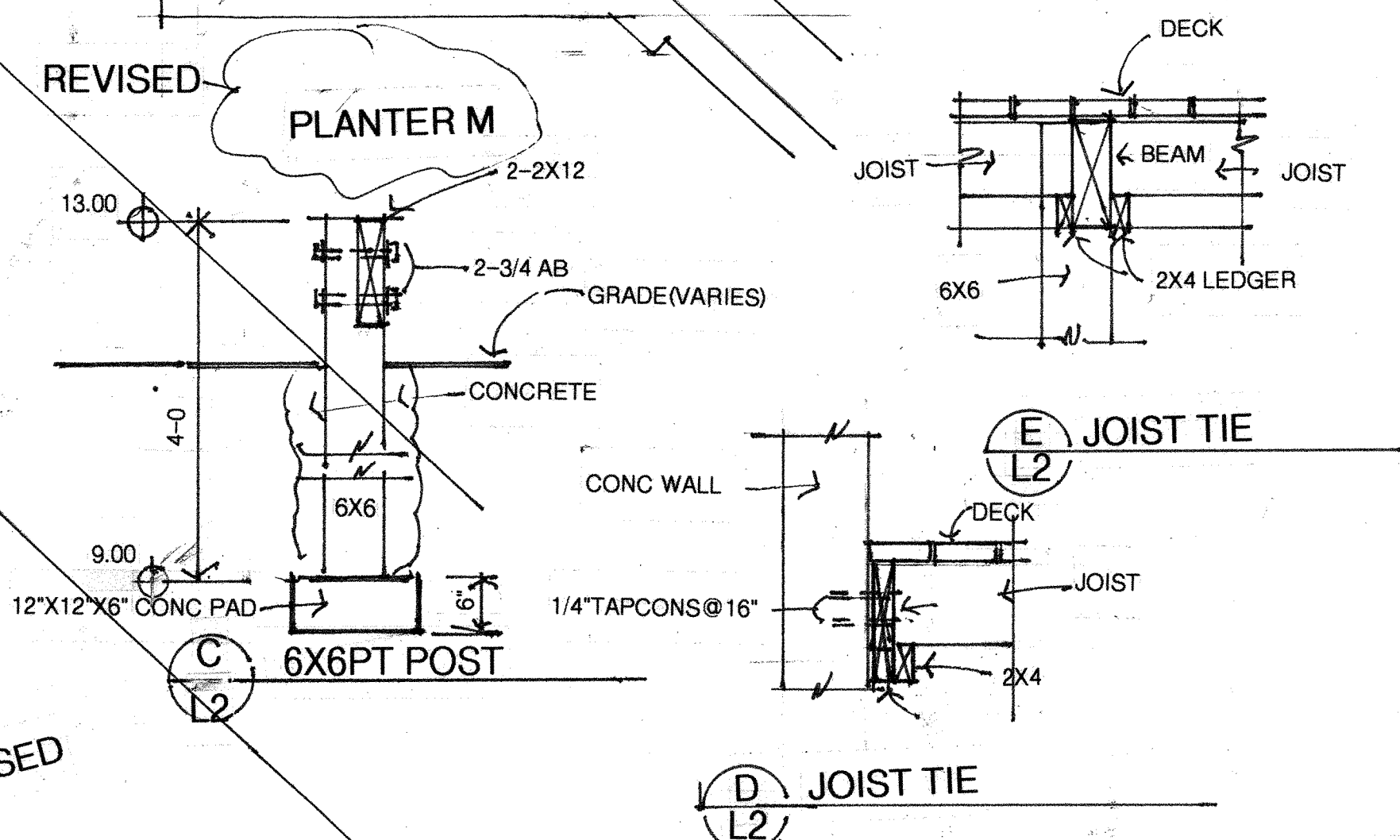
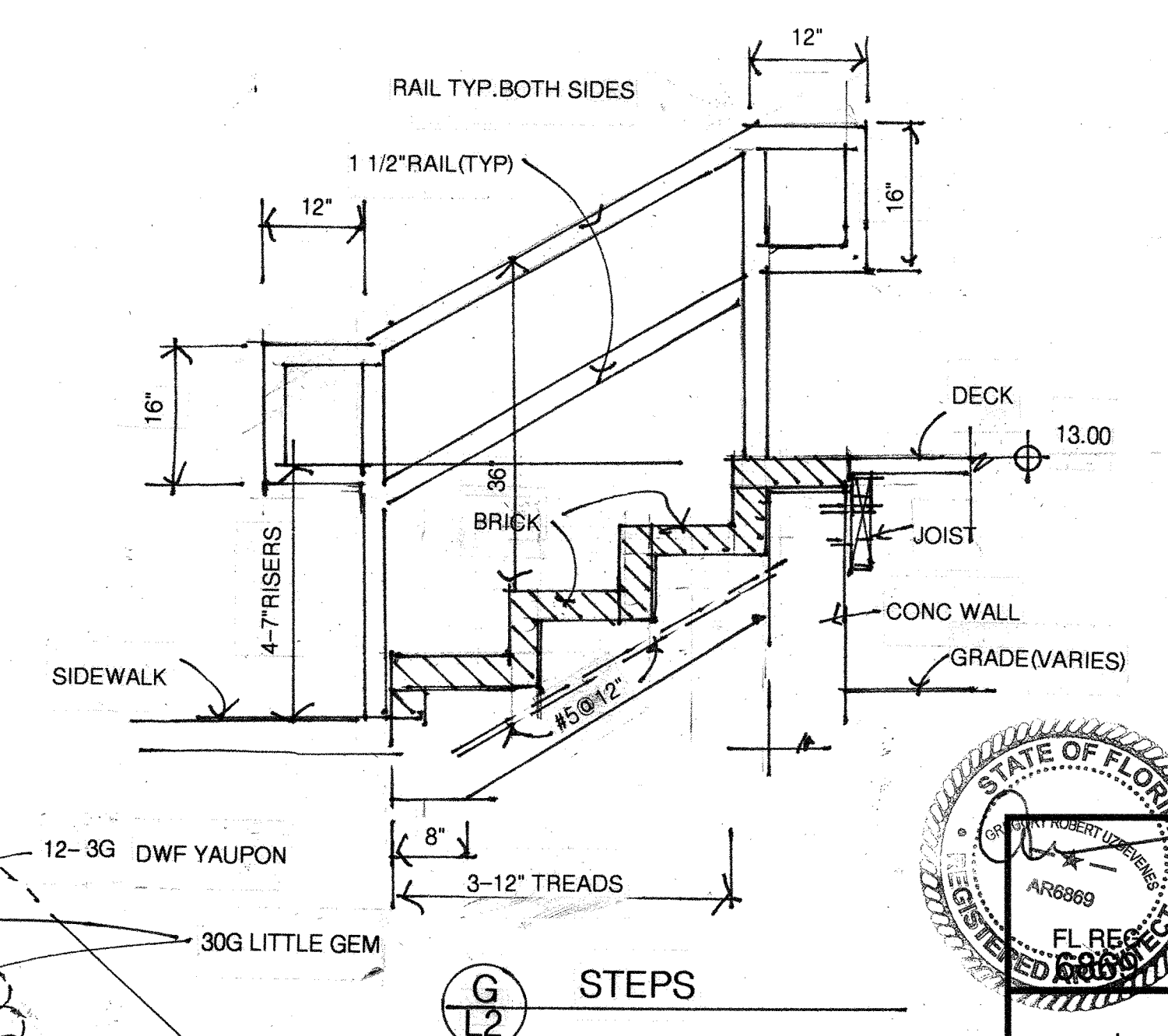
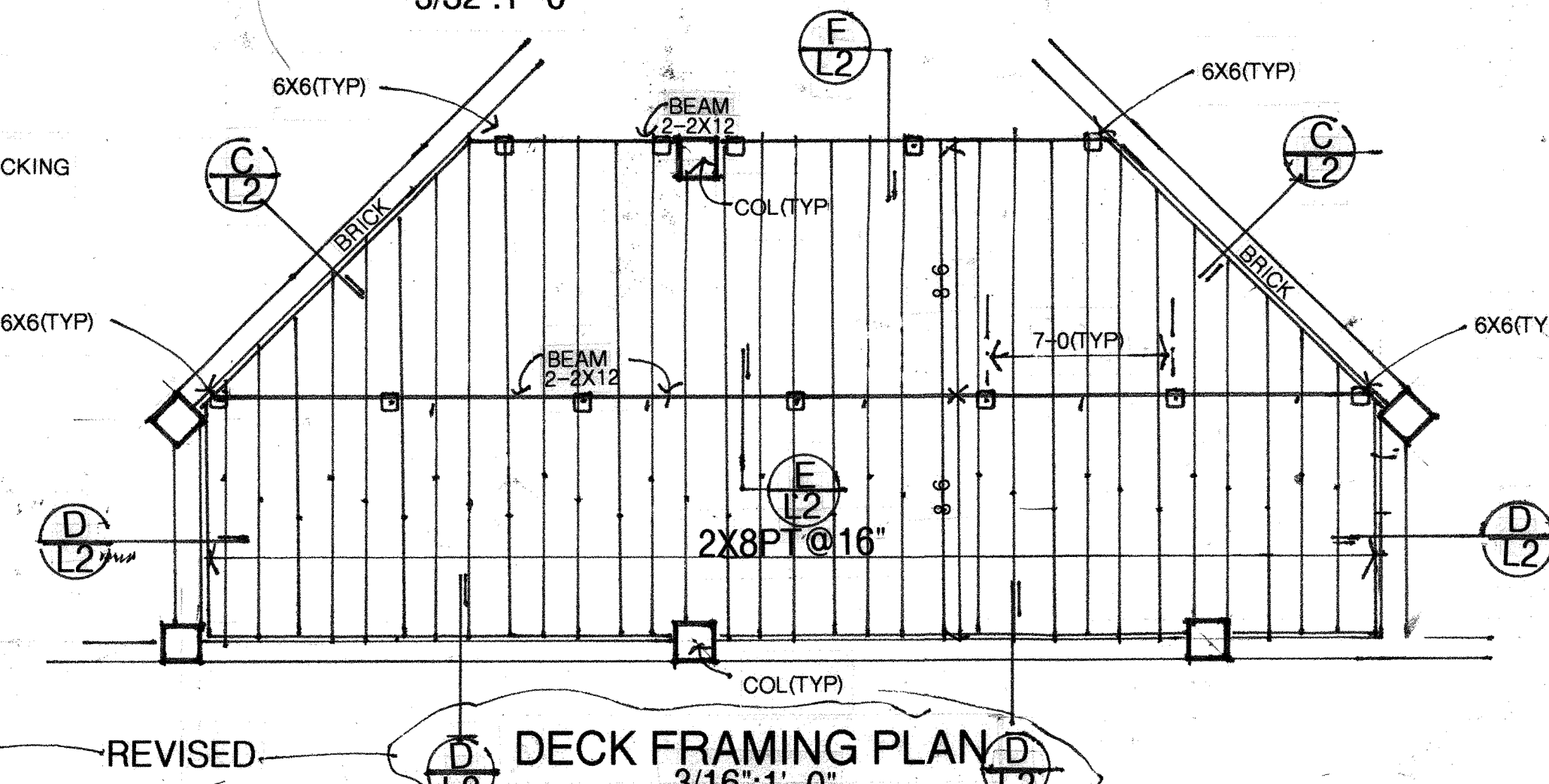
UPPER LEVEL LANDSCAPE/IRRIGATION PLAN
3/32"=1'-0"



GROUND FLOOR LANDSCAPING PLAN
3/32":1'-0"



DECKING-TREX SYNTHETIC DECKING
FRAMING MATERIAL #2SYP PT



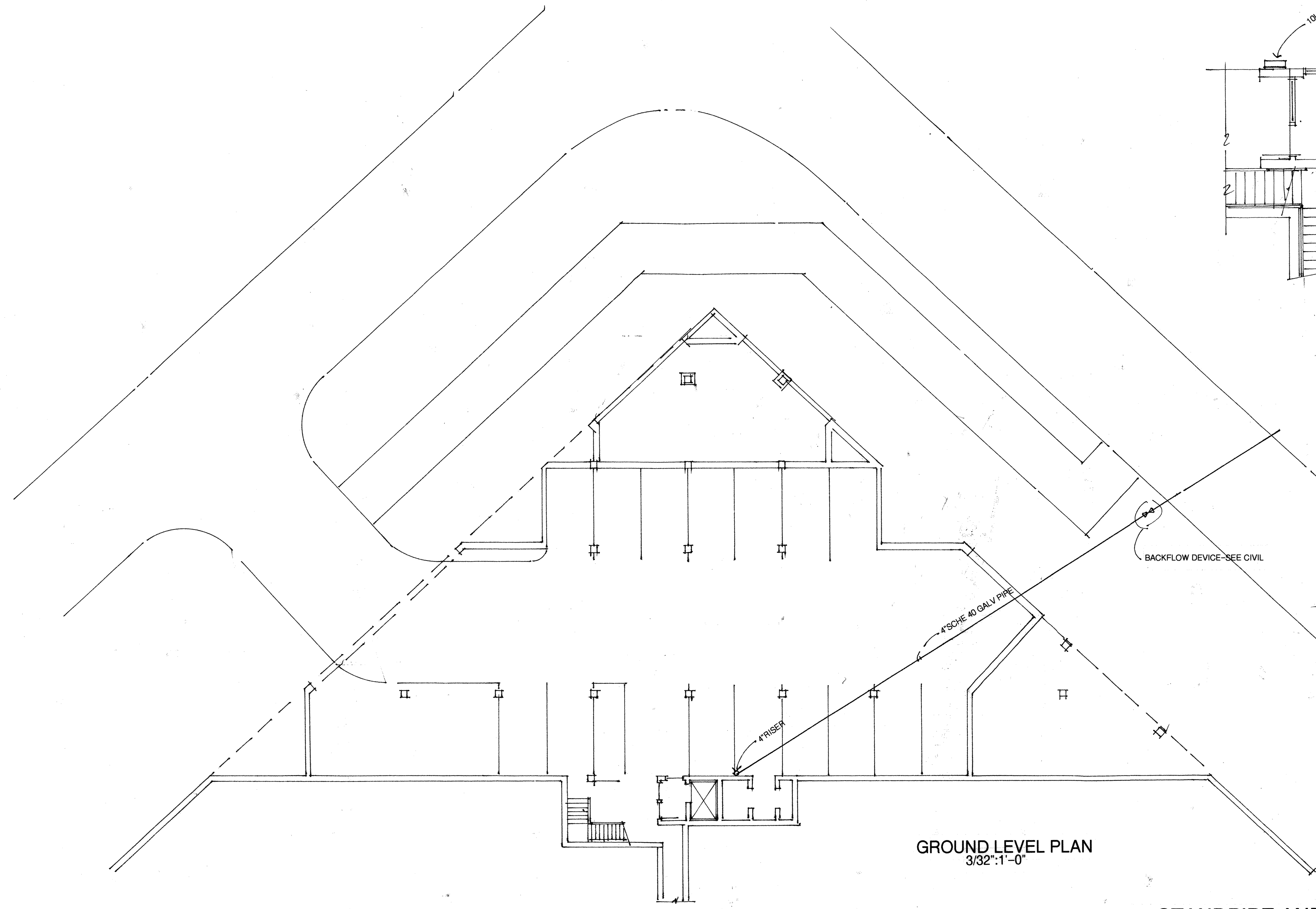
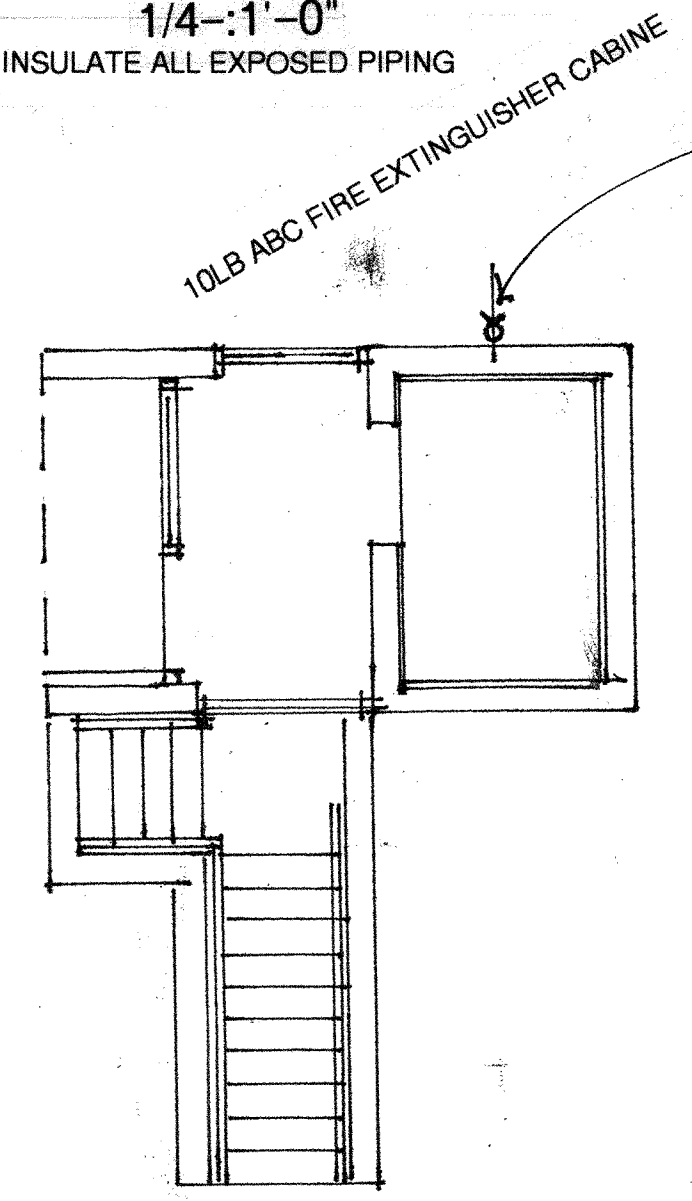
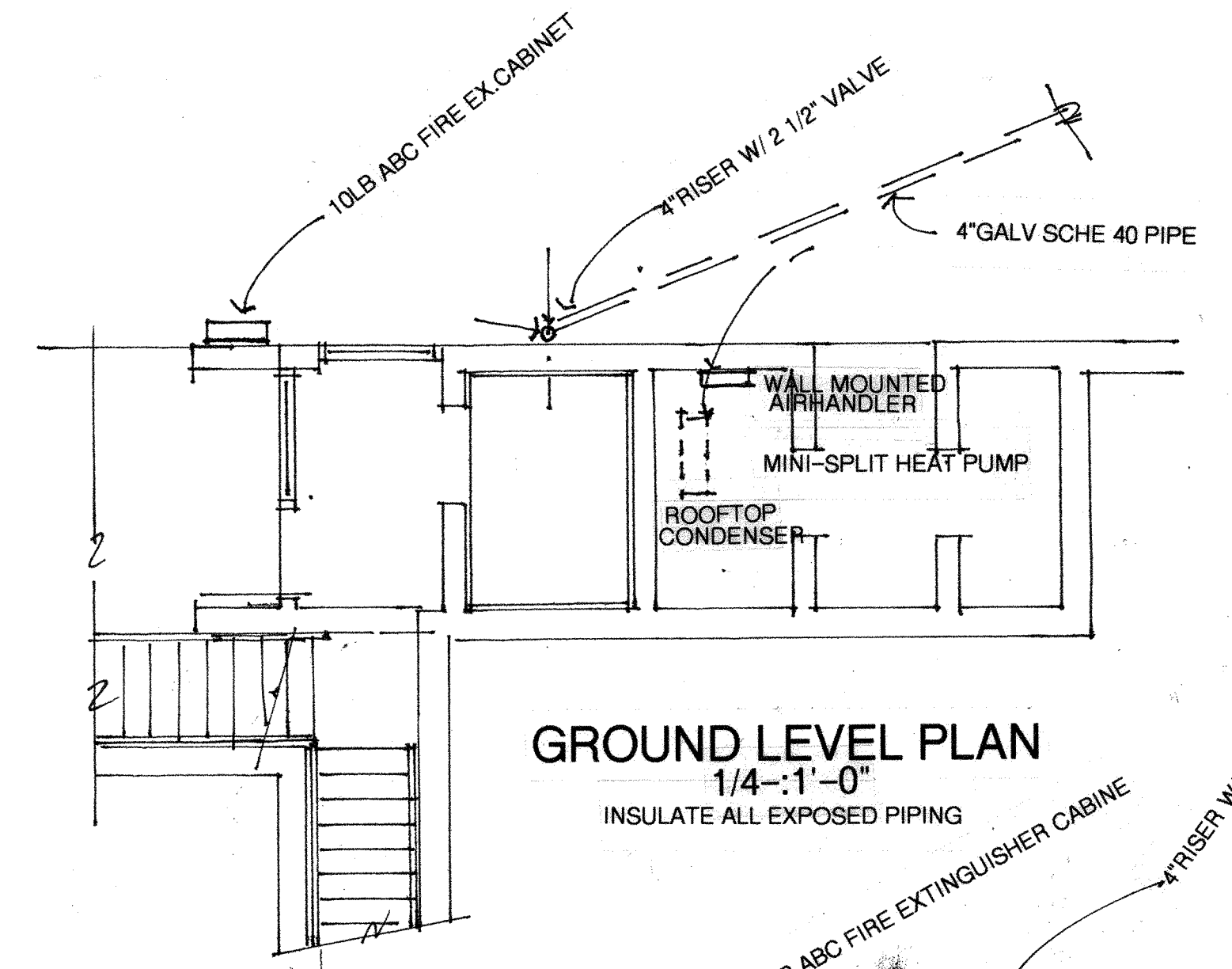
GREGORY R. UZDEVENES, ARCHITECT, P.A.
918 E. CERVANTES ST. PENSACOLA, FLA. 32501
850-432-9304 FAX: 438-4946
GUZD@BELLSOUTH.NET



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MCCUIP'S
PARKING STRUCTURE
GREGORY R. UZDEVENES, ARCHITECT, P.A.

DATE: 26JUL21
JOB: 2101
REVISIONS: 17JAN22

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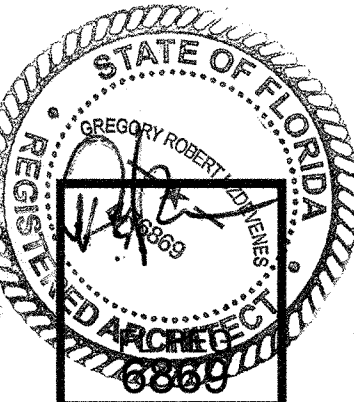
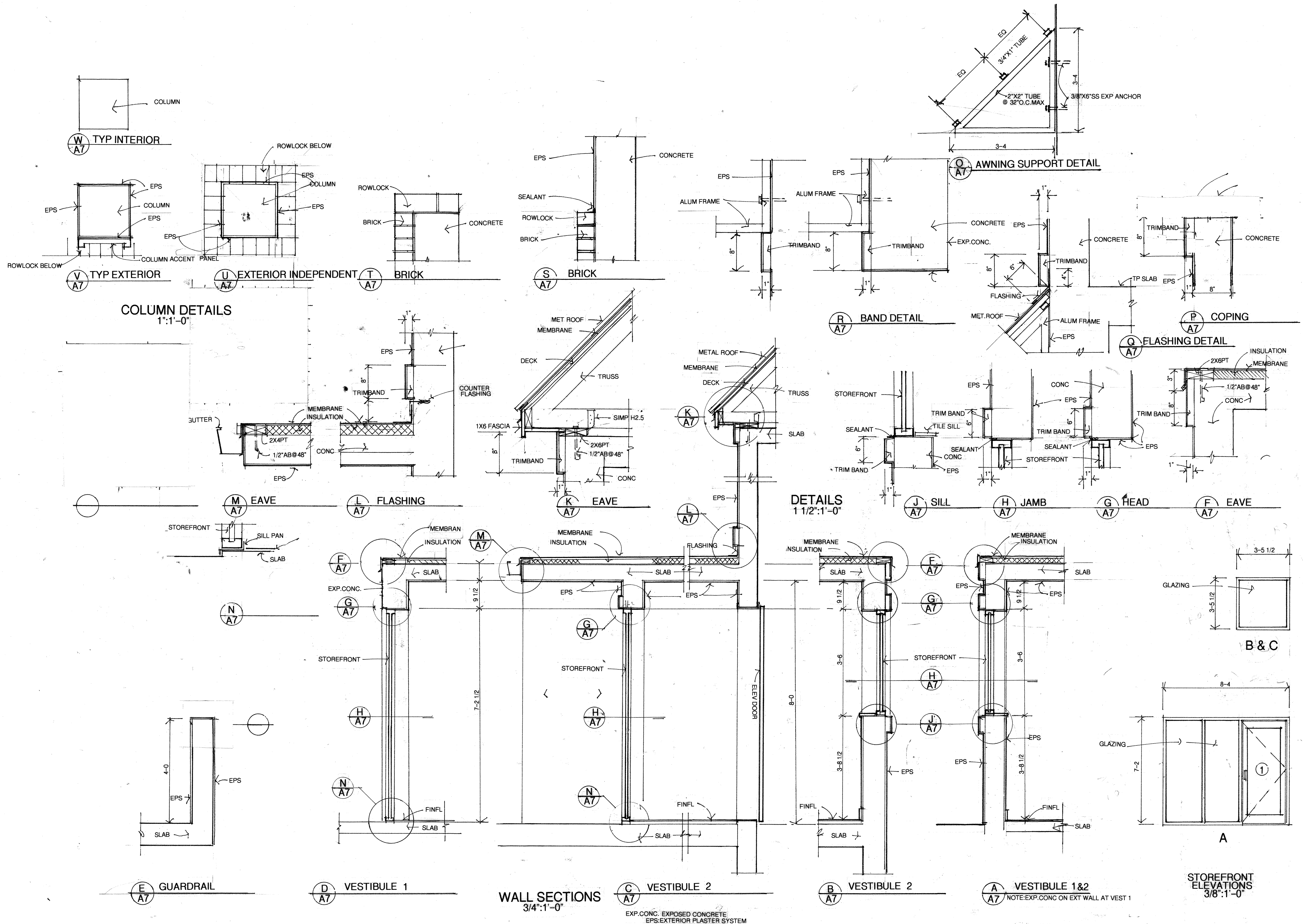
STANDPIPE AND HVAC PLAN

STATE OF FLORIDA
PROFESSIONAL SEAL
GREGORY R. UZDEVENES, ARCHITECT, P.A.
918 E. CERVANTES ST., PENSACOLA, FLA. 32501
850-432-9304 FAX: 438-4946
GUZD@BELLSOUTH.NET

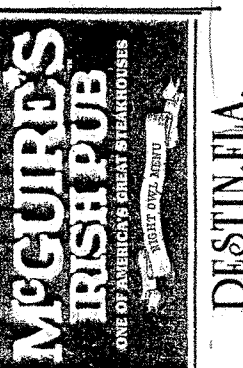
DISTIN. ILLA
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REVISIONS: 17JAN22

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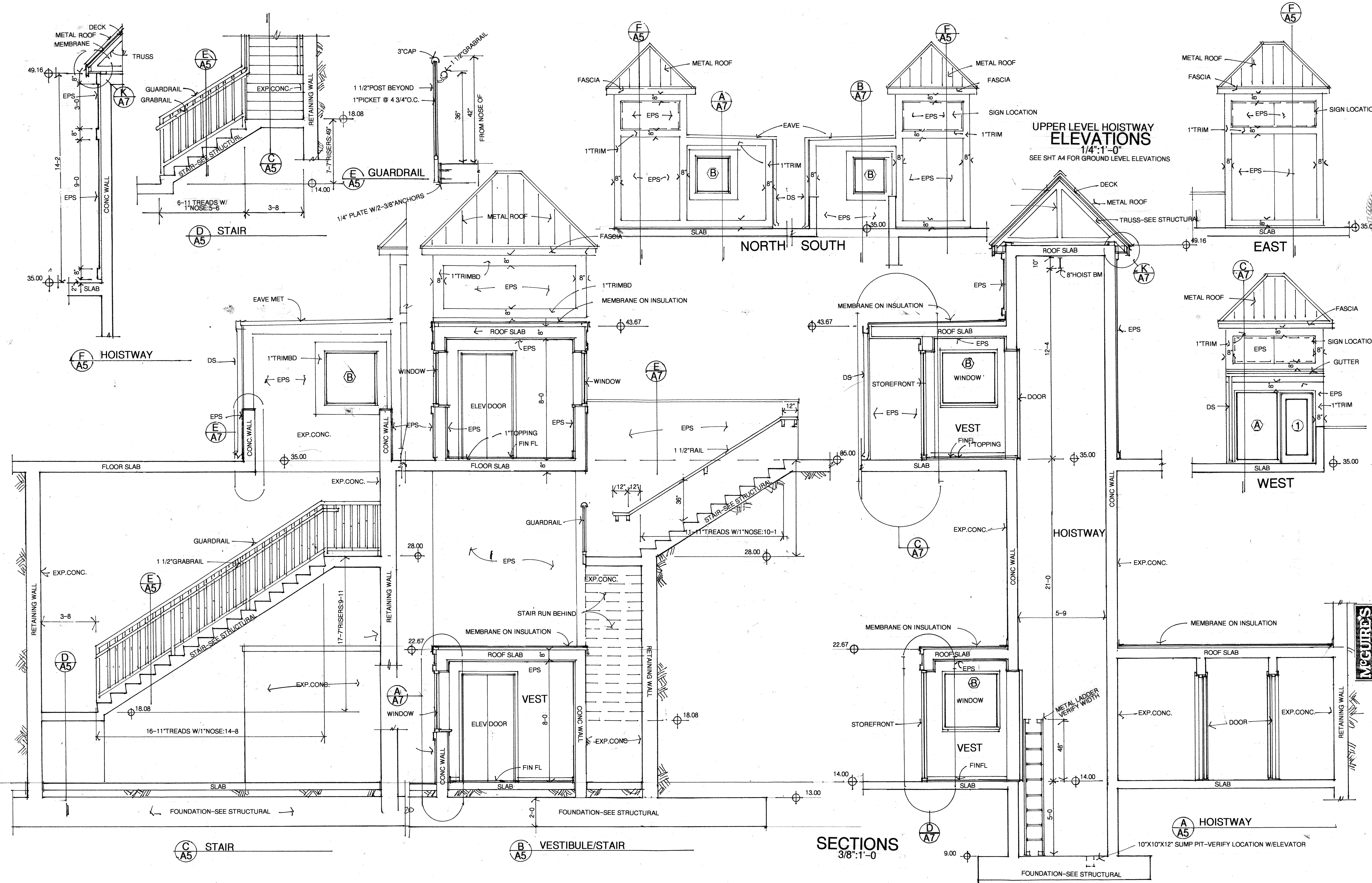
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918 E. CERVANTES ST. PENSACOLA, FLA 32501
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DISTIN FLA
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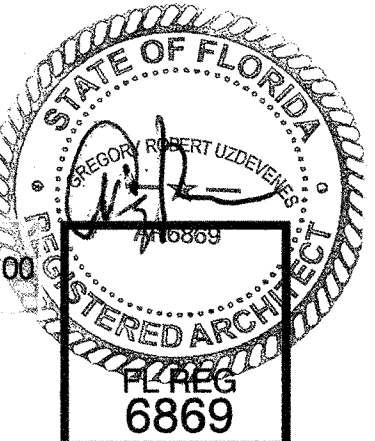
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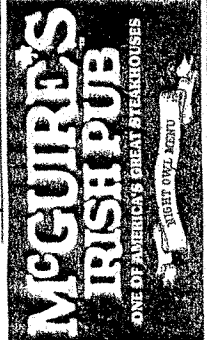
UPPER LEVEL HOISTWAY
ELEVATIONS
1/4"=1'-0"
SEE SHT A4 FOR GROUND LEVEL ELEVATIONS

SECTIONS
3/8"=1'-0"

EPS: EXTERIOR PLASTER SYSTEM
EXP. CONC. EXPOSED CONCRETE



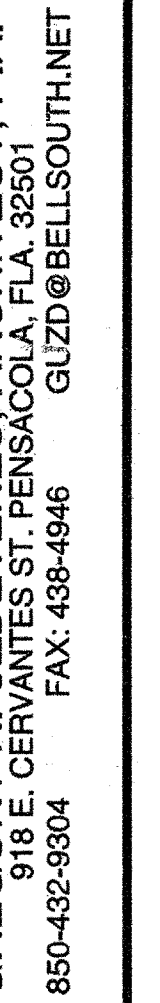
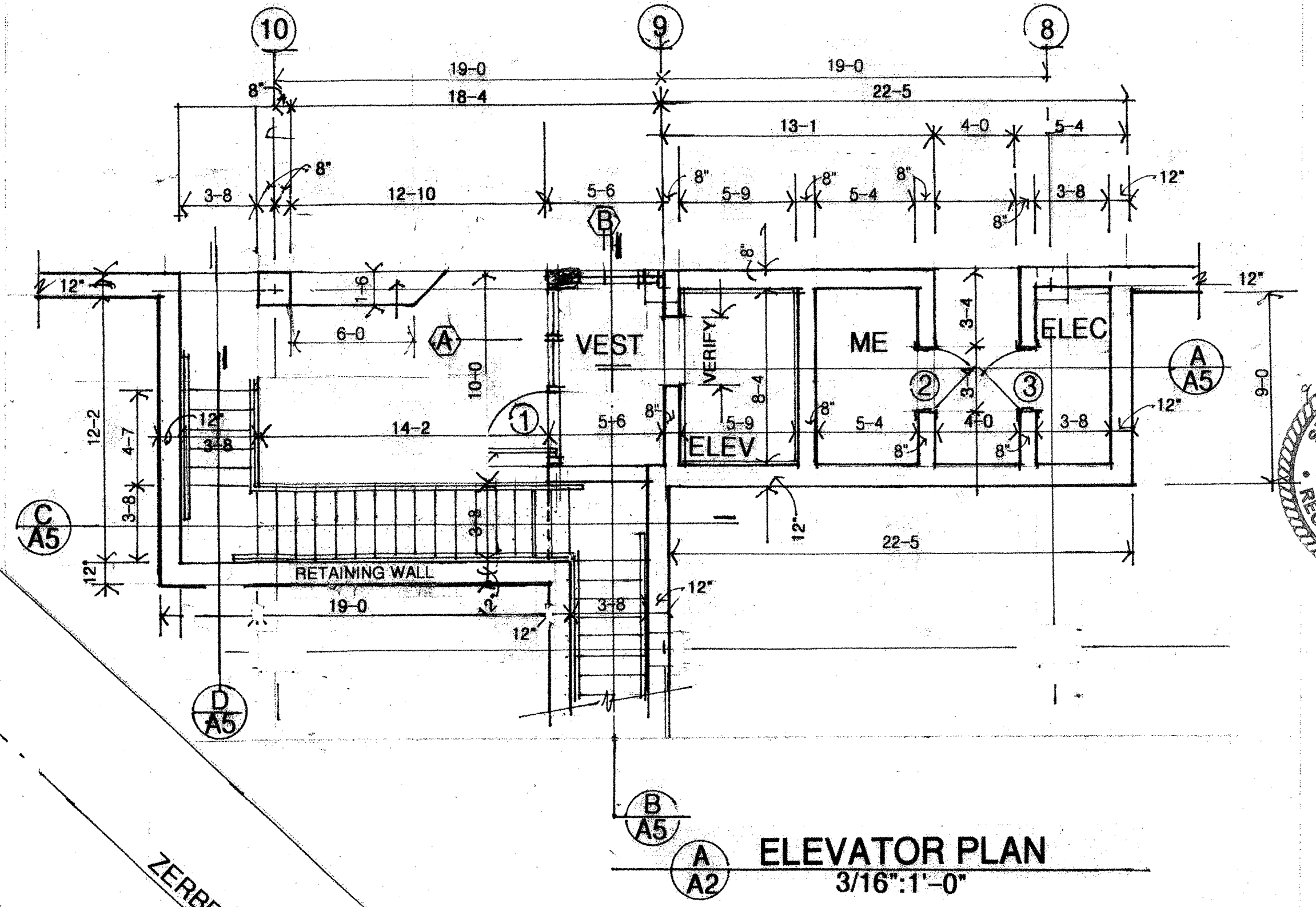
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918 E. CERVANTES ST. PENSACOLA, FLA. 32501
850-432-9304 FAX: 438-4946
GUZD@BELLSOUTH.NET



DUSTIN ILA
MCGUIRE'S
PARKING STRUCTURE
GREGORY R. UZDEVENIS, ARCHITECT, P.A.

DATE: 26JUL21
JOB: 2101
REVISIONS: 17JAN22

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**MCGUIRE'S
PARKING STRUCTURE**
GREGORY R. WIDVENE'S, ARCHITECT, P.A.

A2
EET

MATERIAL SPECIFICATIONS

- I. GENERAL CONDITIONS
- A. PERMITS-CONTRACTOR TO OBTAIN ALL PERMITS REQUIRED FOR CONSTRUCTION
- B. INSURANCE- CONTRACTOR REQUIRED TO PROVIDE PROOF OF LIABILITY AND WORKERS COMP INSURANCE FOR ALL ENTITIES PERFORMING WORK ON PROJECT
- C. TEMPORARY FACILITIES-CONTRACTOR REQUIRED TO PROVIDE ALL NECESSARY TOILET, WASTE, AND POWER FACILITIES. OWNER SHALL PROVIDE WATER.
- D. TEMPORARY EQUIPMENT-CONTRACTOR SHALL PROVIDE ALL EQUIPMENT REQUIRED TO COMPLETE PROJECT.
- E. SURVEY- CONTRACTOR SHALL PROVIDE FOUNDATION AND FINAL SURVEY.
- II. SITEWORK- SEE CIVIL DRAWINGS
- III. CONCRETEWORK
- A. STRUCTURAL CONCRETE-SEE STRUCTURAL DRAWINGS
- B. SIDEWALKS- 2500 PSI PLANT MIXED.
- C. STAMPED CONCRETE- PROVIDE STAMPED PATTERN SAMPLES FOR OWNER SELECTION.
- STAIN AND SEAL ALL AREAS-STAIN SELECTED BY OWNER.
- IV. MASONRY
- A. CMU- ASTM C90
- B. BRICK- CASH ALLOWANCE OF \$ / THOUSAND (MATERIAL ONLY)
- C. MORTAR-TYPE S
- D. TIES-GALVANIZED AS REQUIRED.
- V. METALS
- A. MISC. STEEL-SEE STRUCTURAL
- B. HANDRAILS- POWDER COATED GRADE ALUM-COLOR AS SELECTED BY OWNER
- C. AWNING FRAMING-POWDER COATED GRADE ALUM-COLOR AS SELECTED BY OWNER
- VI. CARPENTRY
- A. MISC BLOCKING-#2 SYP, TREATED.
- B. TRUSSES-PREENGINEERED SYP-SEE STRUCTURAL
- C. FASTENERS- PER TRUSS MANUFACTURERS REQUIREMENTS
- D. DECKING- 5/8" CDX
- VII. ROOFING
- A. MEMBRANE- 60 MIL PVC EQUAL TO SARNAFIL W/ R-20 MIN POLYISO INSULATION.
- B. METAL ROOFING- 5V CRIMP GALVALUME
- C. UNDERLAYMENT- HEAT RESISTANT PEEL AND SEAL EQUAL TO
- VIII. DOORS AND WINDOWS
- A. STOREFRONT/FIXED WINDOW- CORAL PRODUCTS ALUM (OR APPROVED EQUAL) W/ TINTED WINDLOADED IMPACT GLAZING.
- B. GLASS DOORS- CORAL PRODUCTS ALUM (OR APPROVED EQUAL) WINDLOADED WITH IMPACT GLAZING, LOCKIN DEVICE AND CLOSER.
- IX. FINISHES
- C. ELEVATOR CAB FLOORING: T&G VINYL CASH ALLOWANCE OF \$7/SF INSTALLED.
- A. EIFS(EPS)- CONCRETE INDICATED TO RECEIVE EPS SHALL BE PREPARED FOR APPLICATION OF EIFS FINISH COATING EQUAL TO PAREX. CONCRETE SURFACES SHALL RECEIVE BONDING AGENT PRIOR TO APPLICATION OF FINISH. BASE COAT SHALL BE PAREX 311 W/MESH. ALL TRIM BANDS SHALL CONSIST OF 1" FOAM AND SHALL BE ADHERED TO CONCRETE WITH MANUFACTURER APPROVED PRODUCT AND RECEIVE BASE/MESH AND FINISH COATING.
- XIV. CONVEYING SYSTEMS
- A. PROVIDE 2500LB CAPACITY ELEVATOR EQUAL TO OTIS MODEL. OWNER TO SELECT WALL FINISHES
- B. PROVIDE SUMP PUMP WITH APPROVED GREASE ALARM SYSTEM.
- XV. MECHANICAL
- A. MINI SPLIT HEAT PUMP- EQUAL TO
- XVI. ELECTRICAL- SEE ELECTRICAL DRAWINGS.

DUST MITIGATION

REVISED

- Grading Operations will not be conducted when winds exceed 20 miles per hour.
- Water shall be provided by hose or water truck as necessary during excavation activities in order to minimize dust generation.
- Open Bodied Trailers or other vehicles transporting particulate matter shall be covered or wetted to minimize dust generation during transport.
- Stock piled material shall be covered or wetted to prevent/minimize dust generation during high winds.
- Contractor shall minimize the height involved in transfer processes involving free fall of soil or other particulate matter.
- Water shall be provided to/on unpaved areas adjacent to right of way or other surfaces that could create airborne dust.
- Provide brushes, brooms or pressure washers as required to remove soil/dust from vehicle tires and undercarriages prior to leaving site in order to prevent tracking of material on ROW.
- Maximum speed for delivery of materials shall be 20 miles per hour.
- Remove any sand/soil etc. from ROW within 24 hours.
- Maintain all dust control systems/devices/water application systems in working condition.
- Maintain Daily Dust Control Checklist and provide to the City upon request. Log shall be maintained on site.
- Provide the City of Destin a copy of the Dust Control Checklist upon receipt of Building Permit.

VIBRATION MITIGATION

REVISED

- Any activity, but not limited to excavation, compaction and asphalt/concrete breaking will not transmit vibrations to sensitive receptors at or above the Federal Transit Administration approximate vibration damage threshold of 95 vibration decibels. (VDB)
- For any activity exceeding 80 VDB the Contractor shall provide the City of Destin with a Vibration Minimization and Mitigation Plan to reduce impacts to the surrounding area.
- Contractor shall adhere to the Vibration Impact Mitigation Plan during the course of the project.
- Prior to commencement of construction the Contractor shall provide to the City, for review and approval, a written Vibration Impact Mitigation Plan. The plan must be prepared, signed, sealed and dated by a Florida Licensed Professional Engineer.

FAA EQUIPMENT RESTRICTIONS

Use of any equipment which exceeds FAA FAR 77 Standards shall require a variance from the FAA for temporary encroachment into this restrictive area and a copy of FAA Form 7460 must be placed on file with the City of Destin prior to this equipment penetrating the restrictive air space.

APPLICABLE CODES

FBC 2020, 7TH EDITION
FLA FIRE PREVENTION CODE, 7TH EDITION
NEC-2020

CODE CRITERIA

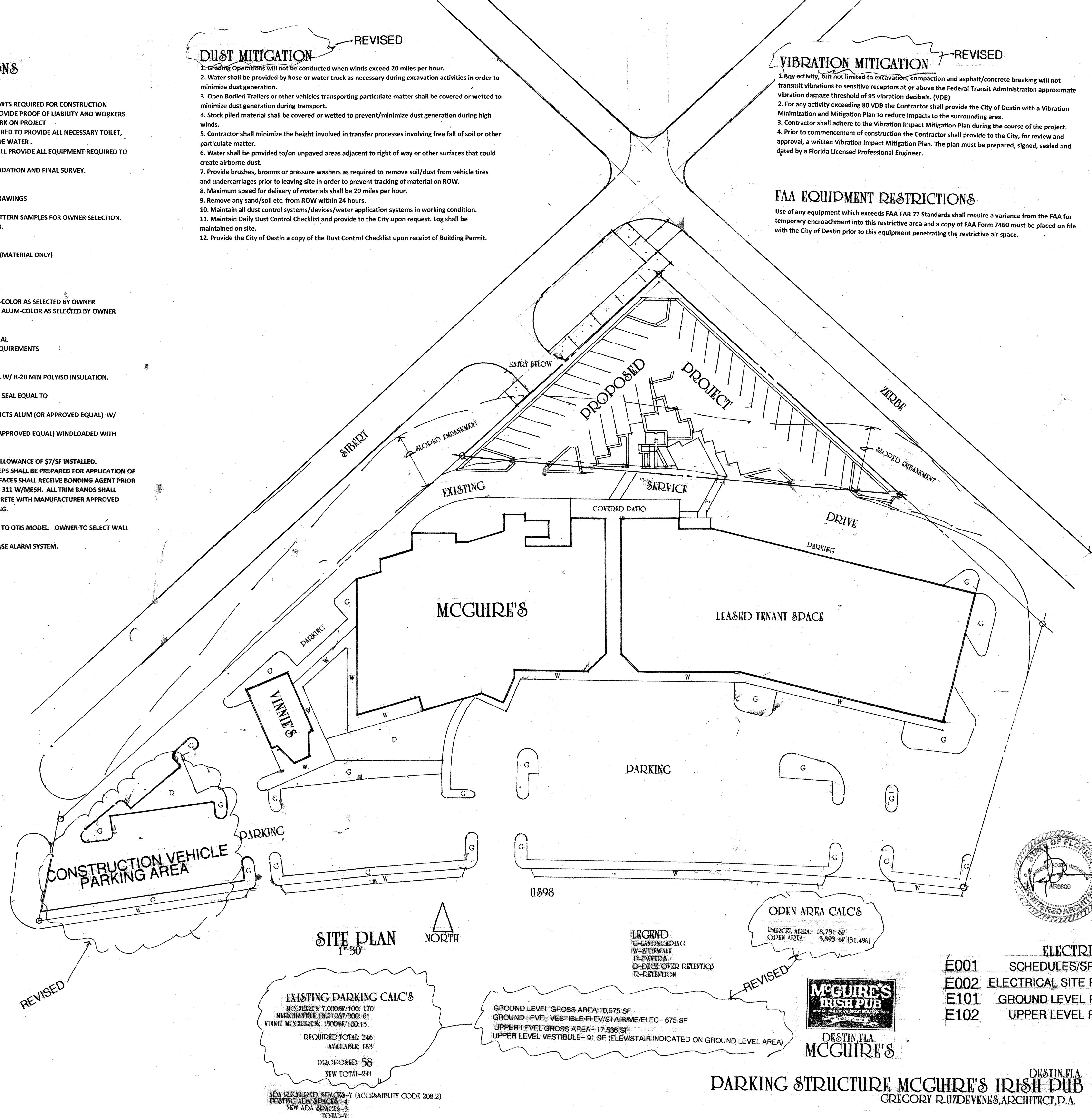
GROSS AREA:	TYPE	IIB
GROUND LEVEL: 11,116 SF	OCCUPANCY	S-2
UPPER LEVEL: 18,110 SF	FIRE RATINGS (TABLE 601)	
TOTAL: 29,226 SF	HOISTWAY-2HR	
	BEAMS-0	
	COLUMNS-0	
	FLOOR SYSTEM-0	

PRODUCT APPROVALS

ITEM	MANUFACTURER	PRODUCT NO.
METAL ROOFING	TRI-COUNTY METALS	FL 26000.1
STOREFRONT	SV CRIMP GALVALUME	FL 21038-R2
EIFS(EPS)	PAREX	FL 12485
GLASS DOORS	CORAL ALUM. PRODUCTS	FL 10468-R4
MEMBRANE ROOF	SARNAFIL	FL 9274-R17

INDEX OF SHEETS

ARCHITECTURAL	
A1	SITE PLAN
A2	GROUND LEVEL PLAN
A3	UPPER LEVEL PLAN
A4	ELEVATIONS
A5	WALL SECTIONS
A6	WALL SECTIONS
A7	DETAILS
A8	STANDPIPE/HVAC PLANS
L1	GROUND LEVEL LANDSCAPING
L2	UPPER LEVEL LANDSCAPING
STRUCTURAL	
S100	GENERAL NOTES
S100	LOWER LEVEL PLAN
S110	UPPER LEVEL PLAN
S301	BEAM SECTIONS
S401	WALL SECTIONS
S402	WALL SECTIONS
S403	WALL SECTIONS
S404	WALL SECTIONS
S501	DETAILS
S502	DETAILS
CIVIL	
C1	COVER SHEET
C2	DIMENSIONED SITE PLAN
C3	LOWER LEVEL DRAINAGE PLAN AND UTILITY PLAN
C4	GROUND GRADING PLAN
C5	UP LEVEL DIMENSIONED PLAN
C6	UPPER LEVEL GRADING PLAN
C7	STORM PROFILES
C8	DEMOLITION PLAN
C9	DETAILS
C10	STORMTECH DETAILS
C11	GROUND LEVEL DETAILS
L1	GROUND LEVEL LANDSCAPE (SEE ARCH)
L2	UPPER LEVEL LANDSCAPE (SEE ARCH)
L3	ROW LANDSCAPE/IRRIGATION



INDEX TO CIVIL SHEETS

- C-1 COVER SHEET
- C-2 GROUND LEVEL DIMENSIONED SITE PLAN
- C-3 GROUND LEVEL DRAINAGE & UTILITY PLAN
- C-4 GROUND LEVEL GRADING PLAN
- C-5 UPPER LEVEL DIMENSIONED SITE PLAN
- C-6 UPPER LEVEL GRADING & DRAINAGE PLAN
- C-7 STORM DRAINAGE PROFILES & DETAILS
- C-8 EROSION CONTROL & DEMOLITION PLAN
- C-9 DETAILS
- C-10 STORMTECH DETAILS
- C-11 GROUND LEVEL DETAILS
- L-1 GROUND LEVEL LANDSCAPING (SEE ARCH. PLANS)
- L-2 UPPER LEVEL LANDSCAPING (SEE ARCH. PLANS)
- L-3 RIGHT-OF-WAY LANDSCAPING & GROUND LEVEL IRRIGATION

McGUIRE'S IRISH PUB

A PORTION OF LOTS 74 THRU 77, BLOCK A, SECOND REVISION OF CALHOUNS SUB.
TO THE TOWN OF DESTIN, OKALOOSA COUNTY, FLORIDA

- 1. 1ST COMPLETENESS REVIEW 8/26/2021
- 2. 10/29/21 CITY REVIEW 1/12/2022
- 3. 2/24/22 CITY REVIEW 3/08/2022

DEVELOPER: HARBORVIEW PROPERTIES OF DESTIN, INC.
600 E. GREGORY STREET
PENSACOLA, FL 32502
PHONE: (850) 433-6789

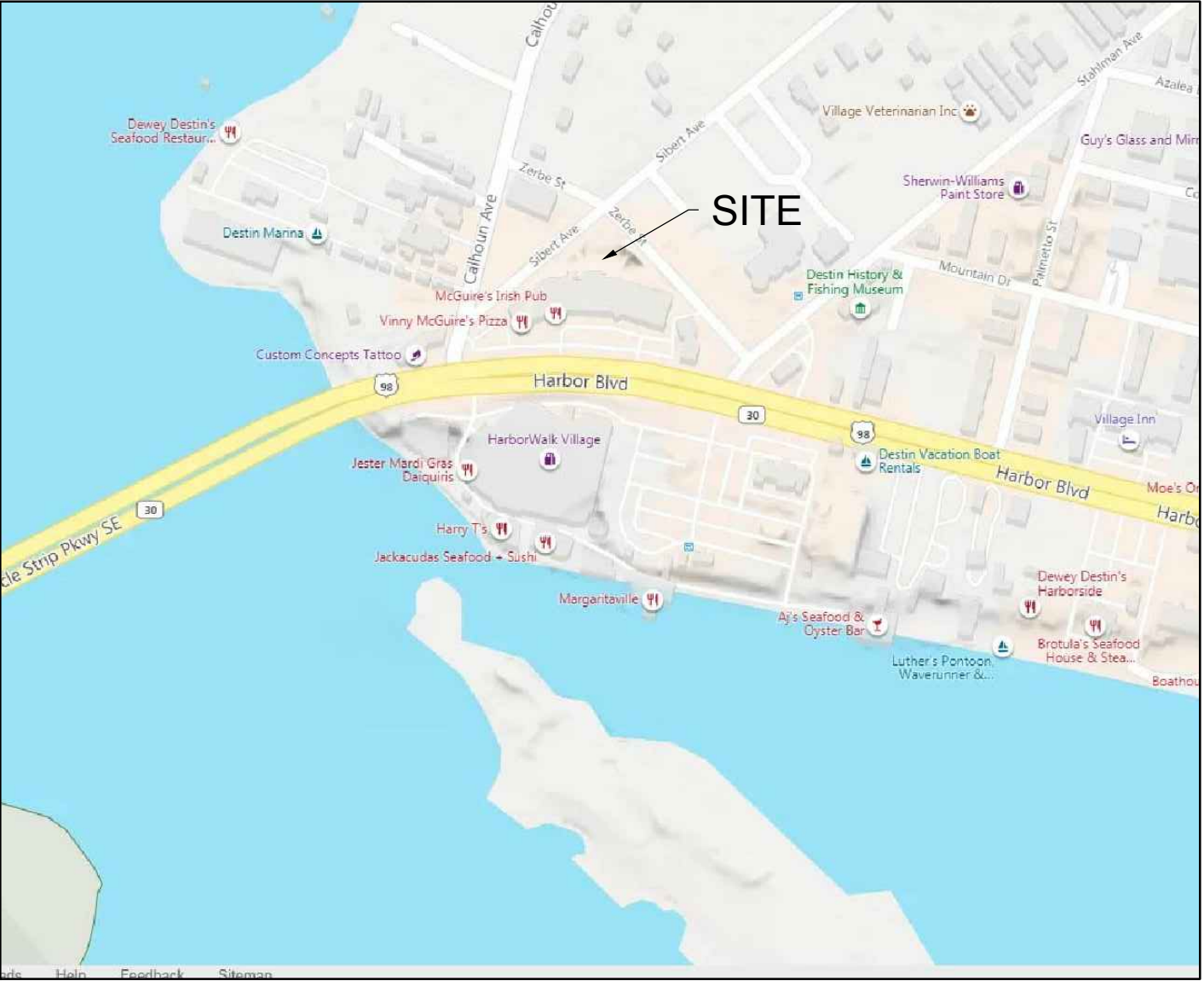
STRUCTURAL ENGINEER: JOE DEREJULL ASSOCIATES
301 W. CERVANTES STREET
PENSACOLA, FL 32501
PHONE: (850) 429-1951

SURVEYOR: LANDS END SURVEYING, INC.
8192 SIXPENCE DRIVE
PENSACOLA, FL 32514
(850) 433-8545

ARCHITECT: GREGORY R. UZDEVENES
908 E. CERVANTES STREET
PENSACOLA, FL 32502
PHONE: (850) 232-3810

CIVIL ENGINEER: DAVID S. LAMAR, P.E.
P.O. BOX 10605
PENSACOLA, FL 32524
PHONE: (850) 434-0043
FAX: (850) 434-0057

GEOTECHNICAL ENGINEER: LARRY M. JACOBS & ASSOCIATES, INC.
328 E. GADSDEN STREET
PENSACOLA, FL 32501
PHONE: (850) 434-0846
FAX: (850) 433-7027



VICINITY MAP
N.T.S.

SITE DATA:

PARCEL I.D. # 00-2S-22-0310-000A-073E
SITE ADDRESS: 80 SIBERT AVENUE
DESTIN, FL 32541
ZONING: NHMU
ADJACENT ZONING & USE:
NORTHWEST – N/A (CITY RIGHT-OF-WAY – SIBERT AVENUE)
NORTHEAST – N/A (CITY RIGHT-OF-WAY – ZERBE STREET)
SOUTH – NHMU (RESTAURANT)

TOTAL ACREAGE OF SITE: 0.43 ACRES (18,731 SF)

ALLOWABLE DENSITY - N/A
PROPOSED DENSITY - N/A
EXISTING USE – UNIMPROVED PARKING AREA
PROPOSED USE - COMMERCIAL (PARKING STRUCTURE)

PROPOSED BUILDING HEIGHT
2-STORY (< 35 FEET)

REQUIRED PARKING
NON SPECIFIED – ADDITIONAL PARKING IS NEEDED
TO MEET CURRENT DEMAND

PROPOSED PARKING
55 REGULAR SPACES (9' X 19')
3 HIC SPACE (12'X19')
58 TOTAL SPACES PROVIDED
9 BICYCLE SPACES

REQUIRED BUILDING SETBACKS

FRONT- (CORNER OF SIBERT & ZERBE) = 10 FEET
NORTHWEST - (SIBERT AVE) SIDE YARD = 0 FEET
NORTHEAST - (ZERBE STREET) SIDE YARD = 0 FEET
REAR: 0 FEET

PROPOSED BUILDING SETBACKS

FRONT- (CORNER OF SIBERT & ZERBE) = 10 FEET
NORTHWEST (SIBERT AVE) SIDE YARD = 3 FEET
NORTHEAST (ZERBE STREET) SIDE YARD = 3 FEET
REAR: (RETAINING WALL) = 16 FEET

PROPOSED IMPERVIOUS SURFACE AREAS

ELEVATED PARKING DECK & CONCRETE PAVEMENT – 13,551 SF

TOTAL IMPERVIOUS COVERAGE

IMPERVIOUS SURFACE – 13,551 SF = 72.3%
TOTAL SITE AREA 18,731 SF

STORMWATER TREATMENT & ATTENUATION:

STORMWATER RUNOFF GENERATED BY THE SITE WILL BE HANDLED THROUGH A RETENTION POND BMP. THE STORMWATER TREATMENT & ATTENUATION SYSTEM EMPLOYS BOTH SUBSURFACE CHAMBERS AND AN ABOVE GROUND POND. THE CHAMBERS AND THE POND ARE INTERCONNECTED AND WILL BE CONSTRUCTED TO PROVIDE BOTH TREATMENT AND ATTENUATION VOLUME FOR THE 0.43 ACRE PARCEL. CITY OF DESTIN AND NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT (WMD) REQUIRED TREATMENT VOLUMES WILL BE PERCOLATED INTO PERMEABLE NATIVE SOILS LOCATED BENEATH THE BOTTOM OF THE CHAMBERS AND POND. EXCESS STORMWATER RUNOFF WILL DISCHARGE AS SHEET FLOW TO THE GRASSED SWALE TO BE CONSTRUCTED IN THE ZERBE STREET RIGHT-OF-WAY.

FIRE PROTECTION, POTABLE WATER & SANITARY SEWER SERVICE:

THERE IS A DESTIN WATER USERS (DWU) FIRE HYDRANT LOCATED APPROXIMATELY 500 AWAY AT THE SOUTHEAST CORNER OF CALHOUN AVENUE AND SIBERT AVENUE. TO PROVIDE A HYDRANT WITHIN 300 FEET OF THE NEW PARKING GARAGE. A 6-INCH FIRE HYDRANT WILL BE INSTALLED ON THE 6-INCH DWU MAIN LOCATED ON THE NORTH SIDE OF SIBERT AVENUE 20 FEET EAST OF ZERBE STREET. THE NEW STRUCTURE HAS NO SANITARY SEWER. AN EXISTING SEWER LINE WHICH DISCHARGES TO THE DWU SANITARY MANHOLE AT THE SIBERT/ZERBE INTERSECTION WILL BE RE-ROUTED DURING CONSTRUCTION.

LANDSCAPING:

THERE IS ONE PROTECTED TREE, LYING OUTSIDE THE STRUCTURE FOOTPRINT, THAT WILL BE REMOVED. IT IS A PALM TREE LOCATED AT THE NORTH END OF THE PROPOSED PARKING GARAGE. FOR DETAILS OF THE LANDSCAPE & IRRIGATION PLANS, REFER TO THE LANDSCAPE PLAN SHEETS PROVIDED.

SOLID WASTE:

THE PARKING STRUCTURE WILL NOT GENERATE ANY NEW SOLID WASTE. ANY INCIDENTAL WASTE WILL BE COLLECTED DURING RESTAURANT OPERATIONS AND WILL BE HANDLED USING THE CURRENT SOLID WASTE DISPOSAL SYSTEM OPERATOR.

SIGNAGE:

SITE SIGNAGE WILL BE LIMITED TO THE CRITERIA PROVIDED IN SECTION 16.04.00 OF THE CITY OF DESTIN LAND DEVELOPMENT CODE. A VALID CITY OF DESTIN SIGN PERMIT MUST BE OBTAINED PRIOR TO CONSTRUCTING, ALTERING, OR RELOCATING ANY SITE SIGNAGE. THE MAXIMUM SIZE OF THE BUILDING SIGN WILL BE DETERMINED DURING THE SIGN PERMITTING PROCESS.

GENERAL NOTES:

- THE PROJECT ENGINEER (ENGINEER OF RECORD) SHALL PROVIDE TO THE CITY OF DESTIN "AS-BUILT" RECORD DRAWINGS FOR VERIFICATION AND APPROVAL BY THE CITY ONE WEEK PRIOR TO REQUESTING A FINAL INSPECTION AND THE CERTIFICATE OF OCCUPANCY, OR PROVIDE "AS-BUILT" CERTIFICATION THAT THE PROJECT, AS CONSTRUCTED, ADHERES TO THE PERMITTED PLANS AND SPECIFICATIONS. THE "AS-BUILT" CERTIFICATION OR THE "AS-BUILT" RECORD DRAWINGS MUST BE SIGNED, SEALED AND DATED BY A REGISTERED FLORIDA PROFESSIONAL ENGINEER.
- ALL ASPECTS OF THE STORMWATER/DRAINAGE COMPONENTS AND/OR TRANSPORTATION COMPONENTS SHALL BE COMPLETED PRIOR TO THE ISSUANCE OF THE CERTIFICATE OF OCCUPANCY.
- NO CERTIFICATE OF OCCUPANCY SHALL BE ISSUED UNLESS AND UNTIL THE COMMUNITY DEVELOPMENT DEPARTMENT HAS DETERMINED, AFTER FINAL INSPECTION, THAT THE REQUIRED SITE LANDSCAPE HAS BEEN INSTALLED ACCORDING TO THE APPROVED APPLICATION AND PLAN.
- NO DEVIATIONS OR REVISIONS FROM THESE PLANS BY THE CONTRACTOR SHALL BE ALLOWED WITHOUT PRIOR APPROVAL FROM BOTH THE DESIGN ENGINEER AND THE CITY ENGINEER. ANY DEVIATIONS MAY RESULT IN DELAYS IN OBTAINING THE CERTIFICATE OF OCCUPANCY.
- THE EROSION CONTROL MEASURES SHOWN ARE THE MINIMUM REQUIREMENTS ONLY AND THE CONTRACTOR SHALL REINFORCE THESE MEASURES OR PROVIDE ADDITIONAL MEASURES AS CONDITIONS WARRANT. ALL EROSION CONTROL MEASURES SHALL BE PROPERLY MAINTAINED THROUGHOUT PROJECT CONSTRUCTION AND FAILURE TO COMPLY MAY RESULT IN PROJECT SHUT-DOWN OR MONETARY FINES.
- NO SITE WORK ACTIVITIES SHALL TAKE PLACE WITHOUT CITY SITE REVIEW & APPROVAL OF THE PROPOSED EROSION CONTROL MEASURES AND ADVANCED NOTIFICATION OF THE REQUESTED INSPECTION IS REQUIRED.
- SHOULD OFF-SITE TRACKING OF DIRT AND SEDIMENT OCCUR, A ROCK CONSTRUCTION ENTRANCE WILL BE REQUIRED.
- ALL CONCRETE PAVEMENT PLACED OUTSIDE THE STRUCTURE SHALL BE A MINIMUM OF 3,000 PSI COMPRESSIVE STRENGTH AT 28 DAYS AND SHALL BE REINFORCED WITH FIBERMESH.
- TEMPORARY RETENTION/DETENTION AREAS SHALL BE CONSTRUCTED PRIOR TO ANY CONSTRUCTION ACTIVITIES THAT MAY INCREASE STORMWATER RUNOFF RATES. THE CONTRACTOR SHALL CONTROL STORMWATER DURING ALL PHASES OF CONSTRUCTION AND TAKE ADEQUATE MEASURES TO PREVENT THE EXCAVATED POND AND THE INSTALLED CHAMBERS FROM BLINDING DUE TO SEDIMENTS.
- ALL DISTURBED AREAS WHICH ARE NOT PAVED SHALL BE STABILIZED WITH SOD AND/OR SEED AND MULCH. A 30-INCH WIDE STRIP OF GRASS SOD SHALL BE PLACED AT THE EDGES OF CONCRETE PAVEMENT AND CONCRETE SIDEWALK AND LOCATED WITHIN THE CITY RIGHT-OF-WAY.
- ALL UPPER PARKING DECK DRAINAGE SHALL BE ROUTED TO THE CHAMBERS AND/OR THE RETENTION POND.
- PRIOR TO REQUESTING A FINAL INSPECTION, DEVELOPER/CONTRACTOR SHALL RESHAPE THE POND PER PLAN SPECIFICATIONS AND CLEAN OUT ANY ACCUMULATED SILT FROM THE POND AND THE CHAMBERS. ALL DISTURBED AREAS WITHIN THE SITE MUST BE STABILIZED PRIOR TO SCHEDULING/REQUESTING THE FINAL INSPECTION.
- CONTRACTOR SHALL MAINTAIN RECORD DRAWINGS DURING CONSTRUCTION WHICH SHOW THE "AS-BUILT" CONDITIONS OF ALL WORK INCLUDING PIPING, DRAINAGE STRUCTURES, TOPO OF POND AND THE OUTLET STRUCTURES. "AS-BUILT" DATA SHALL INCLUDE DIMENSIONS AND ELEVATIONS OF THE CONSTRUCTED SITE IMPROVEMENTS. THESE RECORD DRAWINGS SHALL BE PROVIDED TO THE ENGINEER OF RECORD PRIOR TO REQUESTING FINAL INSPECTION.
- THE OWNER OR HIS AGENT SHALL ARRANGE/SCHEDULE WITH THE CITY A FINAL INSPECTION OF THE DEVELOPMENT UPON COMPLETION. CONTACT THE CITY INSPECTION DEPARTMENT AT 850-654-1119. THE "AS-BUILT" CERTIFICATION IS REQUIRED PRIOR TO REQUESTING THE FINAL INSPECTION.
- NOTIFY SUNSHNE UTILITIES (AT 1-800-432-4770) 48 HOURS IN ADVANCE OF DIGGING WITHIN THE R/W.
- ANY DAMAGES WHICH OCCUR TO THE EXISTING ROAD/STREET DURING CONSTRUCTION WILL BE REPAIRED BY THE DEVELOPER PRIOR TO FINAL "AS-BUILT" SIGN OFF/APPROVAL BY THE CITY.
- THE CONTRACTOR SHALL NOTIFY FDOT 48 HOURS IN ADVANCE OF INITIATING ANY WORK IN THE STATE RIGHT-OF-WAY.
- THE CONTRACTOR SHALL NOTIFY THE DESTIN WATER USERS, DESTIN FIRE CONTROL AND THE CITY ENGINEER FORTY-EIGHT (48) HOURS PRIOR TO THE COMMENCEMENT OF THIS PROJECT.
- PROPERTY OBSTRUCTIONS WHICH ARE TO REMAIN IN PLACE, SUCH AS BUILDINGS, SEWERS, STORM DRAINS, WATER OR GAS PIPES, ELECTRICAL CONDUITS, POLES, WALLS, POSTS, ETC., ARE TO BE CAREFULLY PROTECTED AND ARE NOT TO BE DISPLACED, UNLESS NOTED.
- THE CONTRACTOR SHALL NOTIFY THE SUPERINTENDENTS OF THE WATER, GAS, SEWER, TELEPHONE AND POWER COMPANIES TEN (10) DAYS IN ADVANCE THAT HE INTENDS TO START WORK IN A SPECIFIC AREA.
- THE OWNER DISCLAIMS ANY RESPONSIBILITY FOR THE SUPPORT AND PROTECTION OF SEWERS, DRAINS, WATER PIPES, GAS PIPES, MONITOR WELLS, CONDUITS OF ANY KIND, UTILITIES OR OTHER STRUCTURES OWNED BY THE CITY, STATE, OR BY PRIVATE OR PUBLIC UTILITIES LEGALLY OCCUPYING ANY STREET, ALLEY, EASEMENT, PUBLIC PLACES OR RIGHT-OF-WAY.
- LOCATION OF EXISTING UTILITIES SHOWN ON PLANS ARE APPROXIMATE ONLY AND IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO VERIFY THE LOCATION BEFORE CONSTRUCTION. FAILURE OF THE PLANS TO SHOW THE EXISTENCE OF ANY UNDERGROUND UTILITIES, STRUCTURES, ETC., SHALL NOT RELIEVE THE CONTRACTOR FROM THE RESPONSIBILITY OF LOCATING, PRESERVING AND PROTECTING SAID UTILITIES OR STRUCTURES.
- THE CONTRACTOR SHALL DISPOSE OF BY HAULING AWAY ALL EXCESS MATERIAL. ALL REMOVED MATERIAL SHALL BE DISPOSED OF BY LEGAL MEANS IN AN APPROVED MANNER.
- PRIOR TO BEGINNING SITE WORK ON THIS PROJECT, THE CONTRACTOR SHALL INSTALL CONSTRUCTION SITE SCREENING IN ACCORDANCE WITH THE REGULATIONS STATED IN THE CITY OF DESTIN, CODE OF ORDINANCES, CHAPTER 6, BUILDINGS AND BUILDING REGULATIONS, ARTICLE III.

LANDSCAPE PLAN NOTES:

- LANDSCAPING FOR THIS SITE WILL BE PROVIDED IN ACCORDANCE WITH THE REQUIREMENTS OF LDC SECTION 12.04.00 AND 8.09.03. SEE ARCHITECTURAL PLANS FOR SHEETS L-1 AND L-2. SEE CIVIL SHEETS FOR L-3.
- THIS SITE REQUIRES STREET TREES BE PLANTED ALONG THE SIBERT AVENUE FRONTAGE. BASED ON USING SMALL TREES (CREPE MYRTLES), TREES WILL BE PLANTED 30 FEET APART AND 5 FEET OFF OF THE SIDEWALK.
- THIS SITE REQUIRES STREET TREES BE PLANTED ALONG THE ZERBE STREET FRONTAGE. BASED ON USING SMALL TREES (CREPE MYRTLES), TREES WILL BE PLANTED 30 FEET APART AND 10 FEET OFF OF THE PROPERTY LINE.
- BECAUSE THERE ARE TWELVE (12) STREET TREES REQUIRED, 48 SHRUBS (4 PER TREE) WILL BE PLANTED IN THE FOUR GROUND FLOOR PLANTERS (DESIGNATED "L", "M", "N" AND "O"). SEE SHEET L-2 (ARCHITECTURAL PLANS) FOR THE TOTAL NUMBER AND SPECIES PROPOSED. THE NUMBER OF PLANTS PROVIDED EXCEEDS THE NUMBER REQUIRED.
- THE DEVELOPED SITE CONTAINS 0.43 ACRES. ONE RE-FORESTATION TREE IS REQUIRED FOR EVERY 0.1 ACRE OF SITE AREA. THIS EQUATES TO 5 TREES REQUIRED. EIGHT (8) GEM MAGNOLIAS ARE PROPOSED FOR BOTH GROUND LEVEL AND UPPER LEVEL PLANTERS.
- ONE (1) REFORESTATION TREE IS REQUIRED TO REPLACE ONE PROTECTED TREE TO BE REMOVED. IT IS LOCATED IN THE ZERBE STREET RIGHT-OF-WAY VERY CLOSE TO THE PROPOSED STRUCTURE. ONE OF THE GEM MAGNOLIAS WILL REPLACE THIS REMOVED TREE.
- EACH RE-FORESTATION TREE PLANTED SHALL BE A MINIMUM OF 10 FEET TALL AND MEASURE 2-1/2 INCHES CALIPER.
- THE LANDSCAPE SUBCONTRACTOR SHALL SUBMIT A DETAILED PLAN FOR TREES, SHRUBS AND GROUND COVERS PROPOSED FOR THE SITE FOR APPROVAL PRIOR TO INSTALLING ANY LANDSCAPING MATERIAL. THE PLAN WILL ALSO PROVIDE AN IRRIGATION PLAN AND A LONG TERM MAINTENANCE PLAN.

PROTECTED TREES TO BE REMOVED DURING CONSTRUCTION

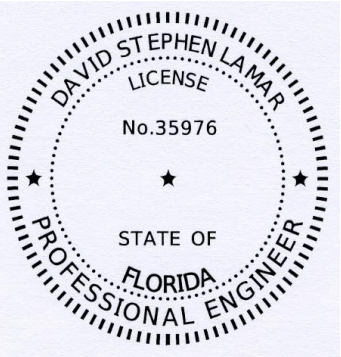
1 EACH 12 - INCH PALM (TO BE REMOVED)

REPLACEMENT TREES DUE TO THE REMOVAL OF PROTECTED TREES

A TOTAL OF ONE (1) TREE WILL BE PLANTED TO REPLACE THE LOSS OF THE 12-INCH PALM. REFORESTATION TREES WILL BE 10 FEET TALL AND MEASURE 2-1/2 INCHES CALIPER.

SITE SUMMARY – REQUIRED PLANTING IN ALL AREAS

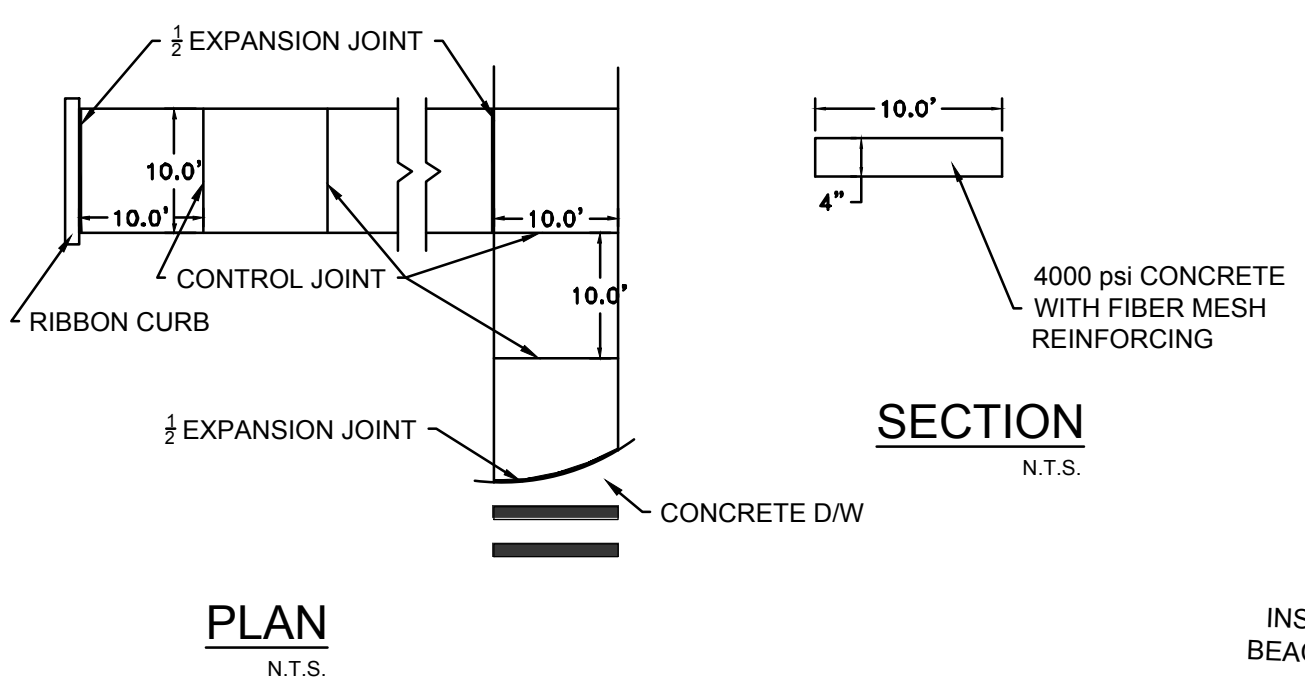
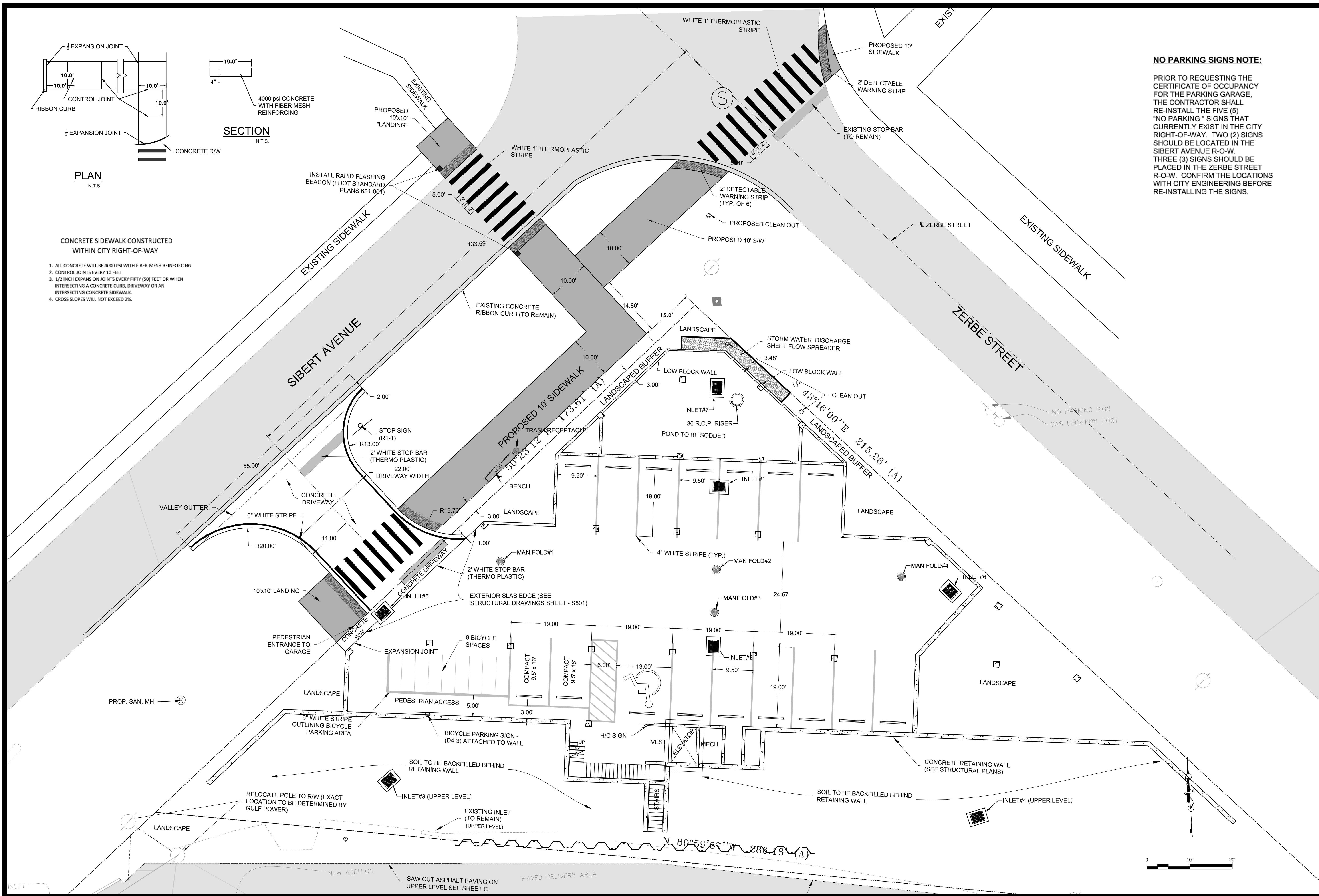
STREET TREES REQUIRED – 12 SMALL TREES (10 FEET & 2-1/2 INCHES CALIPER)
REFORESTATION TREES REQUIRED - 5 TREES (10 FEET & 2-1/2 INCHES CALIPER)
REPLACEMENT TREES REQUIRED - 1 TREES (10 FEET & 2-1/2 INCHES CALIPER)



This item has been digitally signed and sealed by David S. Lamar, P. E. on the date shown adjacent to the seal using a SHA authentication code.

Printed copies of this document are not considered signed & sealed and the SHA authentication code should be verified on any electronic copies.

Digitally
signed by
David S.
Lamar, P.E.
Date:
2022.03.11
11:35:45
-06'00'



- CONCRETE SIDEWALK CONSTRUCTED WITHIN CITY RIGHT-OF-WAY
1. ALL CONCRETE WILL BE 4000 PSI WITH FIBER-MESH REINFORCING
 2. CONTROL JOINTS EVERY 10 FEET
 3. 1/2 INCH EXPANSION JOINTS EVERY FIFTY (50) FEET OR WHEN INTERSECTING A CONCRETE CURB, DRIVEWAY OR AN INTERSECTING CONCRETE SIDEWALK.
 4. CROSS SLOPES WILL NOT EXCEED 2%.

NO PARKING SIGNS NOTE:

PRIOR TO REQUESTING THE CERTIFICATE OF OCCUPANCY FOR THE PARKING GARAGE, THE CONTRACTOR SHALL RE-INSTALL THE FIVE (5) "NO PARKING" SIGNS THAT CURRENTLY EXIST IN THE CITY RIGHT-OF-WAY. TWO (2) SIGNS SHOULD BE LOCATED IN THE SIBERT AVENUE R-O-W. THREE (3) SIGNS SHOULD BE PLACED IN THE ZERBE STREET R-O-W. CONFIRM THE LOCATIONS WITH CITY ENGINEERING BEFORE RE-INSTALLING THE SIGNS.

DAVID S. LAMAR, P.E.
FLA. P.E. #35976
P.O. BOX 10605
PENSACOLA, FL 32524-0605
850/434-0043

McGuire's Irish Pub
GROUND LEVEL
DIMENSIONED SITE PLAN

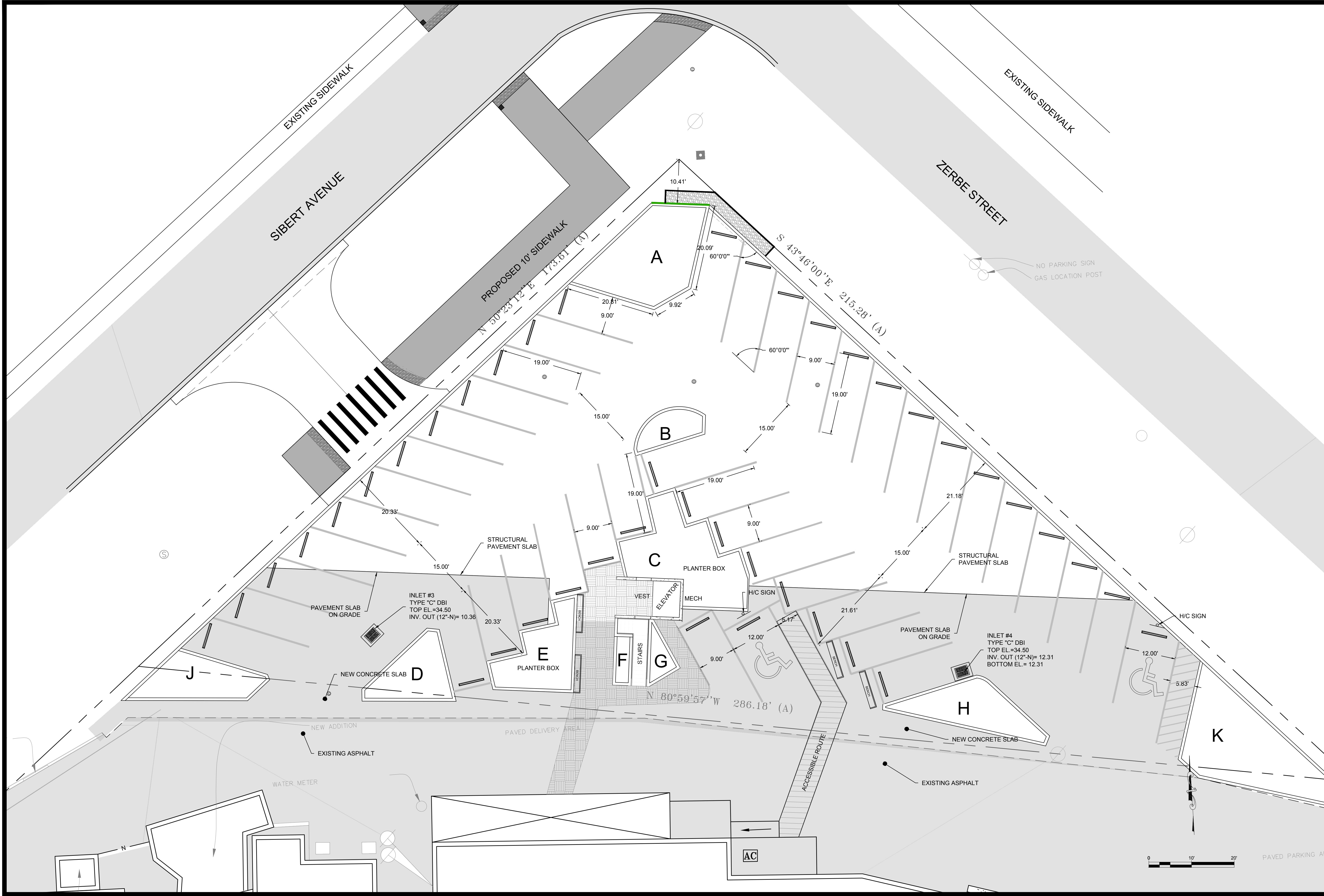
NO.	REVISION	DATE
3.	2/24/22 CITY REVIEW	3/09/2022
2.	10/29/21 CITY REVIEW	11/2/2022
1.	1ST COMPLETENESS REVIEW	8/26/2021

Project Number:
DSL 2020-080

Date:
04/29/21

Drawn By:
C.HIDALGO

Sheet:
C-2



DAVID S. LAMAR, P.E.
FLA. P.E. #35976
P.O. BOX 10605
PENSACOLA, FL 32524-0605
850/434-0043

McGuire's Irish Pub
UPPER LEVEL
DIMENSIONED SITE PLAN

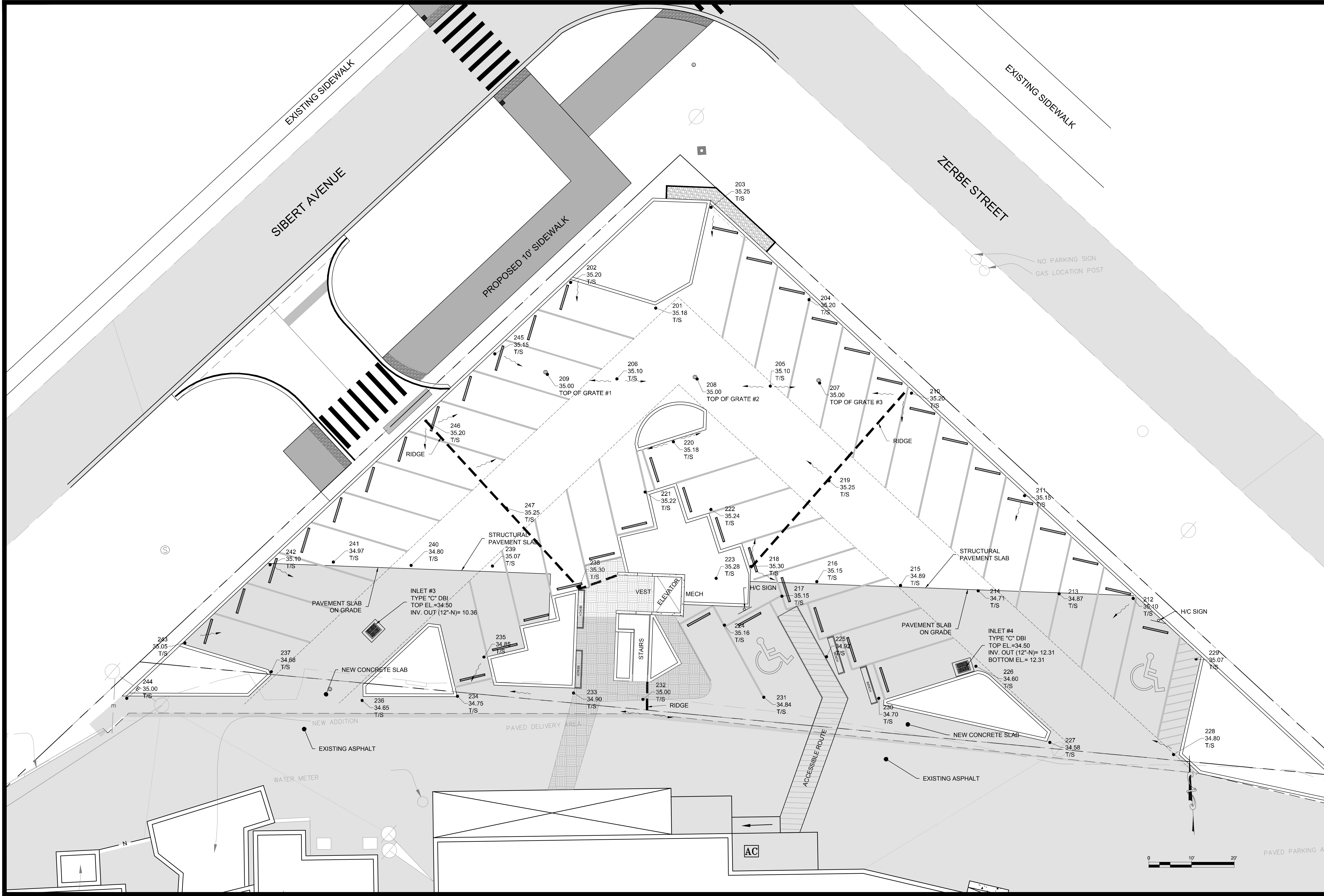
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1.	1ST COMPLETENESS REVIEW	8/26/2021

Project Number: DSL 2020-080

Date: 04/29/21

Drawn By: C.HIDALGO

Sheet: C-5



DAVID S. LAMAR, P.E.
FLA. P.E. #35976
P.O. BOX 10605
PENSACOLA, FL 32524-0605
850/434-0043

McGuire's Irish Pub
UPPER LEVEL GRADING &
DRAINAGE PLAN

NO.	REVISION	DATE
3.	2/24/22 CITY REVIEW	3/09/2022
2.	10/29/21 CITY REVIEW	11/2/2021
1.	1ST COMPLETENESS REVIEW	8/26/2021

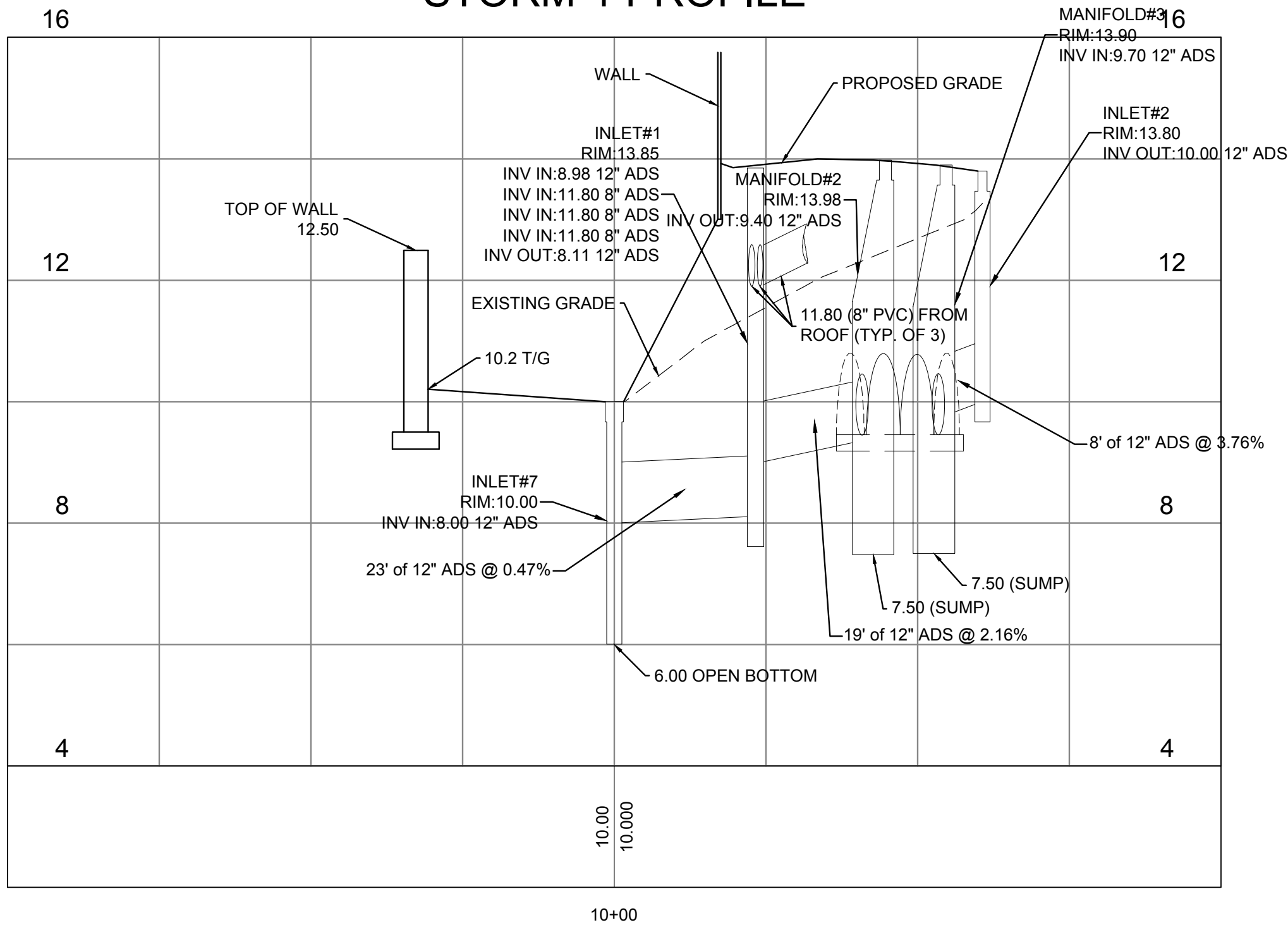
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Date:
04/29/21

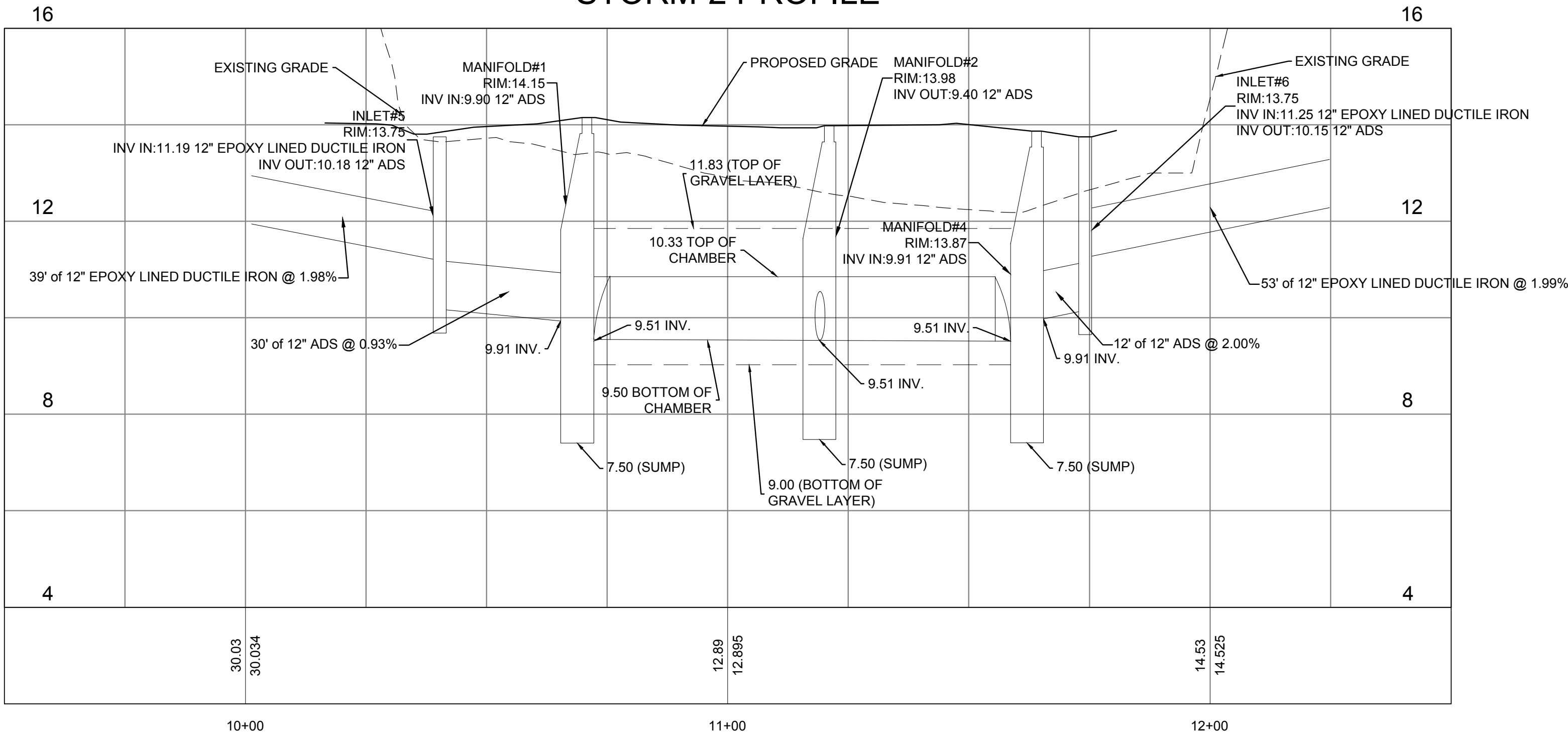
Drawn By:
C.HIDALGO

Sheet:
C-6

STORM-1 PROFILE



STORM-2 PROFILE



McGUIRE'S DESTIN STORM STRUCTURE LAYOUT SCHEDULE

NOTE: ALL LAYOUT DIMENSIONS ARE TO THE CENTER OF THE MANHOLE RING & COVER, CENTER OF THE RISER OR INLET GRATE UNLESS OTHERWISE NOTED.

DIMENSIONS ARE GIVEN FROM EITHER:

BEGINNING AT THE INTERSECTION OF SIBERT AVENUE & ZERBE STREET (POINT "A"); THEN PROCEED A DISTANCE SOUTHWESTERLY ALONG THE SIBERT AVENUE RIGHT-OF-WAY LINE; THEN TURNING SOUTHEASTERLY (PERPENDICULAR TO THE SIBERT AVENUE RIGHT-OF-WAY LINE) AND GO A DISTANCE.

OR

BEGINNING AT THE INTERSECTION OF SIBERT AVENUE & ZERBE STREET (POINT "A"); THEN PROCEED A DISTANCE SOUTHEASTERLY ALONG THE ZERBE STREET RIGHT-OF-WAY LINE; THEN TURNING SOUTHWESTERLY (PERPENDICULAR TO THE ZERBE STREET RIGHT-OF-WAY LINE) AND GO A DISTANCE.

INLET # 1

BEGIN AT POINT "A", GO SOUTHEASTERLY 33.0 FEET ALONG THE ZERBE STREET BND'Y; THEN GO SOUTHWESTERLY 27.5 FEET.

INLET # 2

BEGIN AT POINT "A", GO SOUTHEASTERLY 57.6 FEET ALONG THE ZERBE STREET BND'Y; THEN GO SOUTHWESTERLY 56.0 FEET.

INLET # 3

BEGIN AT POINT "A", GO SOUTHWESTERLY 129.0 FEET ALONG THE SIBERT AVENUE BND'Y; THEN GO SOUTHEASTERLY 32.0 FEET.

INLET # 4

BEGIN AT POINT "A", GO SOUTHEASTERLY 130.0 FEET ALONG THE ZERBE STREET BND'Y; THEN GO SOUTHWESTERLY 43.0 FEET.

INLET # 5

BEGIN AT POINT "A", GO SOUTHWESTERLY 103.0 FEET ALONG THE SIBERT AVENUE BND'Y; THEN GO SOUTHEASTERLY 2.5 FEET.

INLET # 6

BEGIN AT POINT "A", GO SOUTHEASTERLY 89.0 FEET ALONG THE ZERBE STREET BND'Y; THEN GO SOUTHWESTERLY 9.0 FEET.

INLET # 7

BEGIN AT POINT "A", GO SOUTHEASTERLY 17.0 FEET ALONG THE ZERBE STREET BND'Y; THEN GO SOUTHWESTERLY 11.0 FEET.

DISCHARGE STRUCTURE

BEGIN AT POINT "A", GO SOUTHEASTERLY 22.0 FEET ALONG THE ZERBE STREET BND'Y; THEN GO SOUTHWESTERLY 8.0 FEET.

MANIFOLD #1

BEGIN AT POINT "A", GO SOUTHWESTERLY 74.5 FEET ALONG THE SIBERT AVENUE BND'Y; THEN GO SOUTHEASTERLY 12.5 FEET.

MANIFOLD #2

BEGIN AT POINT "A", GO SOUTHEASTERLY 45.5 FEET ALONG THE ZERBE STREET BND'Y; THEN GO SOUTHWESTERLY 42.2 FEET.

MANIFOLD #3

BEGIN AT POINT "A", GO SOUTHEASTERLY 52.0 FEET ALONG THE ZERBE STREET BND'Y; THEN GO SOUTHWESTERLY 50.0 FEET.

MANIFOLD #4

BEGIN AT POINT "A", GO SOUTHEASTERLY 79.0 FEET ALONG THE ZERBE STREET BND'Y; THEN GO SOUTHWESTERLY 14.0 FEET.

McGUIRE'S STORM STRUCTURE SCHEDULE

INLET # 1
TYPE: FDOT "C" DBI
TOP ELEV = 13.85
INV IN (8" - W) = 11.80 FROM ROOF
INV IN (8" - NW) = 11.80 FROM ROOF
INV IN (8" - NE) = 11.80 FROM ROOF
INV IN (12" - S) = 8.98
INV OUT (12" - N) = 8.11
BOTTOM ELEV = 8.11

INLET # 3
TYPE: FDOT "C" DBI
TOP ELEV = 34.50
INV OUT (12" - N) = 11.97
BOTTOM ELEV = 11.97

INLET # 5
TYPE: FDOT "C" DBI
TOP ELEV = 13.75
INV IN (12" - S) = 11.19
INV OUT (12" - NE) = 10.18
BOTTOM ELEV = 10.18

INLET # 7
TYPE: FDOT "C" DBI (OPEN BOTTOM)
TOP ELEV = 10.00
INV IN (12" - S) = 8.00
BOTTOM ELEV = 6.00

MANIFOLD MH # 1
TYPE: 30 IN. Ø I.D.
TOP ELEV = 14.15
INV IN (12" - W) = 9.90 FROM INLET #5
INV OUT (12" - E) = 9.51 TO ISO ROW
INV OUT (12" - S) = 9.51 TO CHAMBERS
BOTTOM ELEV = 7.50 (2 FOOT SUMP)

MANIFOLD MH # 3
TYPE: 30 IN. Ø I.D.
TOP ELEV = 13.90
INV IN (12" - S) = 9.70 FROM INLET #2
INV OUT (12" - E) = 9.51 TO CHAMBERS
INV OUT (12" - W) = 9.51 TO CHAMBERS
BOTTOM ELEV = 7.50 (2 FOOT SUMP)

DISCHARGE STRUCTURE
TYPE: 30 IN. Ø I.D. RCP PIPE SECTION
TOP ELEV = 11.65
"BEGIN DISCHARGE" WEIR ELEV = 10.50
LENGTH OF WEIR = 1.25 FEET
INV OUT (8" - E) = 8.50
BOTTOM ELEV = 8.50
TOP OF SKIMMER - ELEV = 12.00
BOTTOM OF SKIMMER - ELEV = 10.00

INLET # 2
TYPE: FDOT "C" DBI
TOP ELEV = 13.80
INV OUT (12" - N) = 10.00 TO MANIFOLD #3
BOTTOM ELEV = 10.00

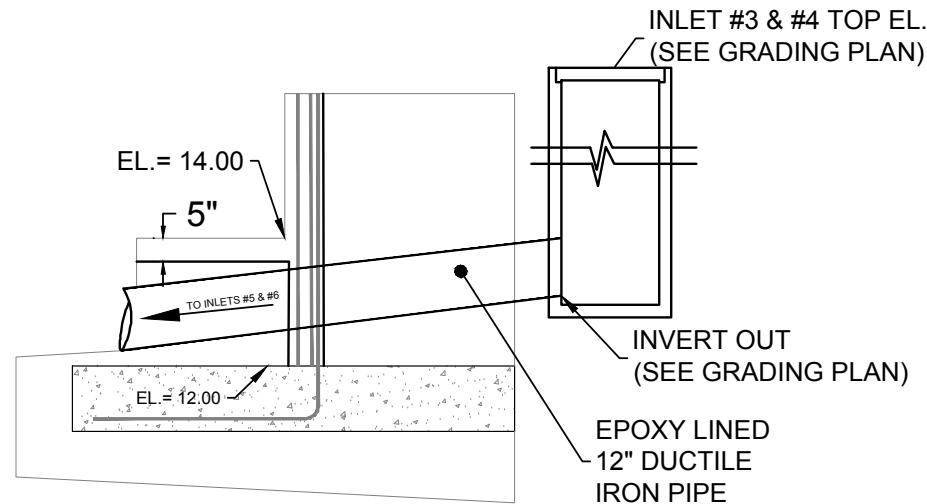
INLET # 4
TYPE: FDOT "C" DBI
TOP ELEV = 34.50
INV OUT (12" - N) = 12.31
BOTTOM ELEV = 12.31

INLET # 6
TYPE: FDOT "C" DBI
TOP ELEV = 13.75
INV IN (12" - S) = 11.25
INV OUT (12" - W) = 10.15 TO MANIFOLD #4
BOTTOM ELEV = 10.15

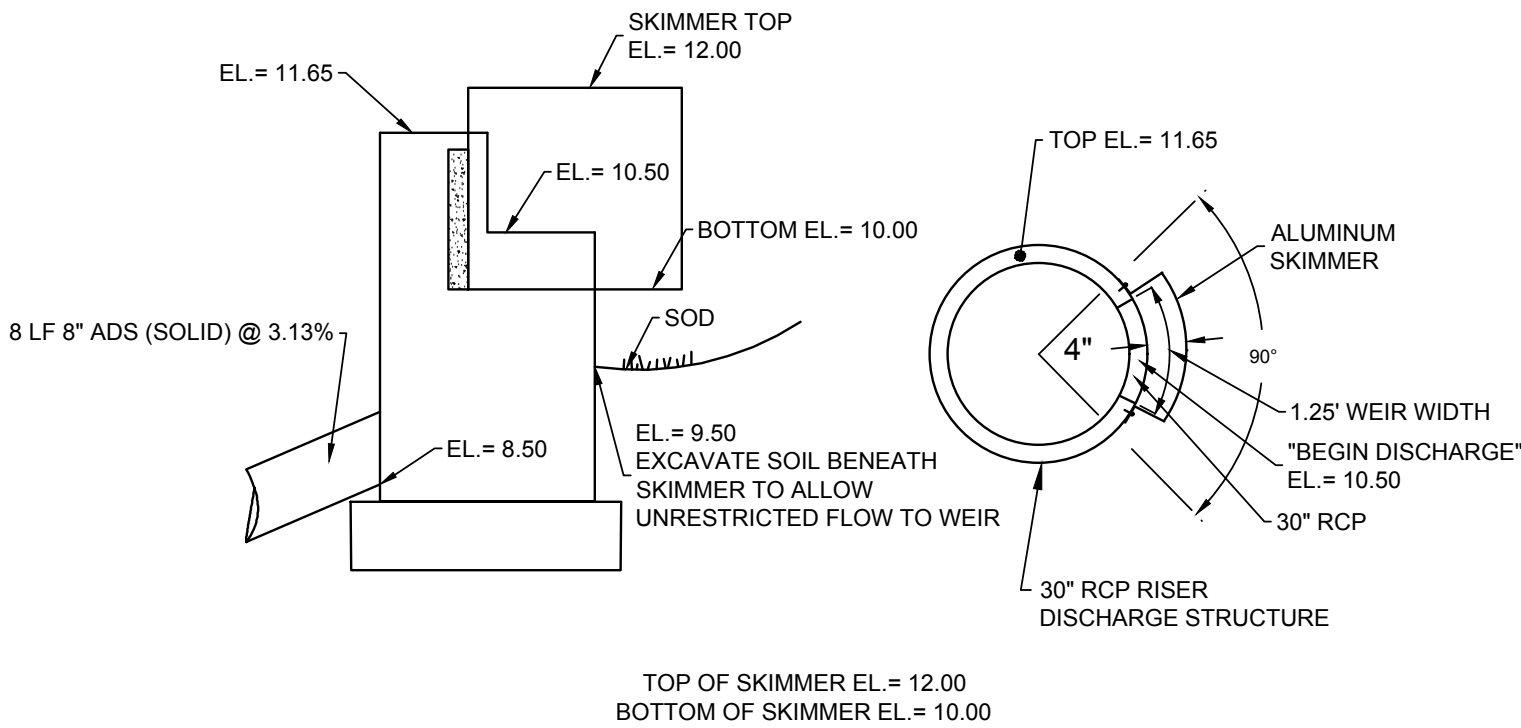
MANIFOLD MH # 2
TYPE: 30 IN. Ø I.D.
TOP ELEV = 13.98
INV IN (12" - E) = 9.51 FROM CHAMBERS
INV IN (12" - W) = 9.51 TO ISO ROW
INV OUT (12" - N) = 9.40 TO INLET #1
BOTTOM ELEV = 7.50 (2 FOOT SUMP)

MANIFOLD MH # 4
TYPE: 30 IN. Ø I.D.
TOP ELEV = 13.87
INV IN (12" - E) = 9.91 FROM INLET #6
INV OUT (12" - W) = 9.51 TO ISO ROW
INV OUT (12" - S) = 9.51 TO CHAMBERS
BOTTOM ELEV = 7.50 (2 FOOT SUMP)

HORIZ. SCALE: 1" = 20'
VERT. SCALE: 1" = 2'



TYPICAL DETAIL STORM PIPE PASSING THRU RETAINING WALL
N.T.S.



FOR CONTINUATION SEE SHEET FLOW
SPREADER DETAILS ON SHEET C-9

RISER DETAIL
N.T.S.

NO.	REVISION	DATE
1.	1ST COMPLETENESS REVIEW	8/26/2021
2.	10/26/21 CITY REVIEW	11/2/2022
3.	2/24/22 CITY REVIEW	3/6/2022

Project Number:
DSL 2020-080

Date:
04/29/21

Drawn By:
C.HIDALGO

Sheet:

CIRCLED LETTERS ON PLAN LOCATES DEMO SCOPE DESCRIBED BELOW:

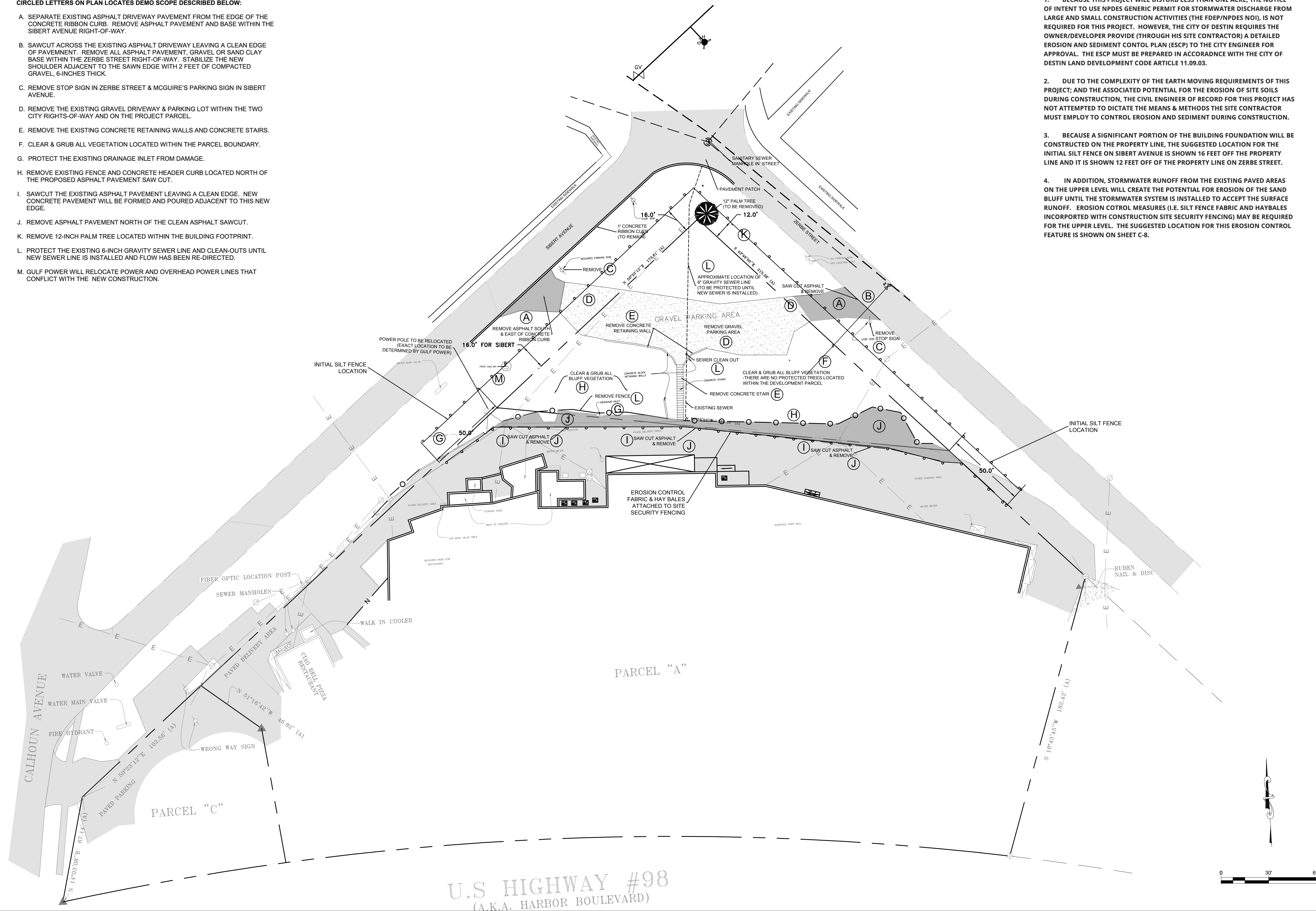
- A. SEPARATE EXISTING ASPHALT DRIVEWAY PAVEMENT FROM THE EDGE OF THE CONCRETE RIBBON CURB. REMOVE ASPHALT PAVEMENT AND BASE WITHIN THE SIBERT AVENUE RIGHT-OF-WAY.
- B. SAWCUT REMOVE THE EXISTING ASPHALT DRIVEWAY LEAVING A CLEAN EDGE OF PAVEMENT. REMOVE ALL ASPHALT PAVEMENT, GRAVEL OR SAND CLAY BASE WITHIN THE ZERBE STREET RIGHT-OF-WAY. STABILIZE THE NEW SHOULDER ADJACENT TO THE SAWN EDGE WITH 2 FEET OF COMPACTED GRAVEL, 6-INCHES THICK.
- C. REMOVE STOP SIGN IN ZERBE STREET & MCGUIRE'S PARKING SIGN IN SIBERT AVENUE.
- D. REMOVE THE EXISTING GRAVEL DRIVEWAY & PARKING LOT WITHIN THE TWO CITY RIGHTS-OF-WAY AND ON THE PROJECT PARCEL.
- E. REMOVE THE EXISTING CONCRETE RETAINING WALLS AND CONCRETE STAIRS.
- F. CLEAR & GRUB ALL VEGETATION LOCATED WITHIN THE PARCEL BOUNDARY.
- G. PROTECT THE EXISTING DRAINAGE INLET FROM DAMAGE.
- H. REMOVE EXISTING FENCE AND CONCRETE HEADER CURB LOCATED NORTH OF THE PROPOSED ASPHALT PAVEMENT SAW CUT.
- I. SAWCUT THE EXISTING ASPHALT PAVEMENT LEAVING A CLEAN EDGE. NEW CONCRETE PAVEMENT WILL BE FORMED AND POURED ADJACENT TO THIS NEW EDGE.
- J. REMOVE ASPHALT PAVEMENT NORTH OF THE CLEAN ASPHALT SAWCUT.
- K. REMOVE 12-INCH PALM TREE LOCATED WITHIN THE BUILDING FOOTPRINT.
- L. PROTECT THE EXISTING 6-INCH GRAVITY SEWER LINE AND CLEAN-OUTS UNTIL NEW SEWER LINE IS INSTALLED AND FLOW HAS BEEN RE-DIRECTED.
- M. GULF POWER WILL RELOCATE POWER AND OVERHEAD POWER LINES THAT CONFLICT WITH THE NEW CONSTRUCTION.

1. BECAUSE THIS PROJECT WILL DISTURB LESS THAN ONE ACRE, THE NOTICE OF INTENT TO USE NPDES GENERIC PERMIT FOR STORMWATER DISCHARGE FROM LARGE AND SMALL CONSTRUCTION ACTIVITIES (THE FDEP/NPDES NOI), IS NOT REQUIRED FOR THIS PROJECT. HOWEVER, THE CITY OF DESTIN REQUIRES THE OWNER/DEVELOPER PROVIDE (THROUGH HIS SITE CONTRACTOR) A DETAILED EROSION AND SEDIMENT CONTROL PLAN (ESCP) TO THE CITY ENGINEER FOR APPROVAL. THE ESCP MUST BE PREPARED IN ACCORDANCE WITH THE CITY OF DESTIN LAND DEVELOPMENT CODE ARTICLE 11.09.03.

2. DUE TO THE COMPLEXITY OF THE EARTH MOVING REQUIREMENTS OF THIS PROJECT; AND THE ASSOCIATED POTENTIAL FOR THE EROSION OF SITE SOILS DURING CONSTRUCTION, THE CIVIL ENGINEER OF RECORD FOR THIS PROJECT HAS NOT ATTEMPTED TO DICTATE THE MEANS & METHODS THE SITE CONTRACTOR MUST EMPLOY TO CONTROL EROSION AND SEDIMENT DURING CONSTRUCTION.

3. BECAUSE A SIGNIFICANT PORTION OF THE BUILDING FOUNDATION WILL BE CONSTRUCTED ON THE PROPERTY LINE, THE SUGGESTED LOCATION FOR THE INITIAL SILT FENCE ON SIBERT AVENUE IS SHOWN 16 FEET OFF THE PROPERTY LINE AND IT IS SHOWN 12 FEET OFF OF THE PROPERTY LINE ON ZERBE STREET.

4. IN ADDITION, STORMWATER RUNOFF FROM THE EXISTING PAVED AREAS ON THE UPPER LEVEL WILL CREATE THE POTENTIAL FOR EROSION OF THE SAND BLUFF UNTIL THE STORMWATER SYSTEM IS INSTALLED TO ACCEPT THE SURFACE RUNOFF. EROSION CONTROL MEASURES (I.E. SILT FENCE FABRIC AND HAYBALES INCORPORATED WITH CONSTRUCTION SITE SECURITY FENCING) MAY BE REQUIRED FOR THE UPPER LEVEL. THE SUGGESTED LOCATION FOR THIS EROSION CONTROL FEATURE IS SHOWN ON SHEET C-8.



DAVID S. LAMAR, P.E.
FLA. P.E. #35976
P.O. BOX 10605
PENSACOLA, FL 32524-0605
850/434-0043

McGuire's Irish Pub

EROSION CONTROL & DEMOLITION PLAN

NO.	REVISION	DATE
3.	2/24/22 CITY REVIEW	3/08/2022
2.	10/29/21 CITY REVIEW	1/12/2022
1.	1 ST COMPLETENESS REVIEW	8/26/2021

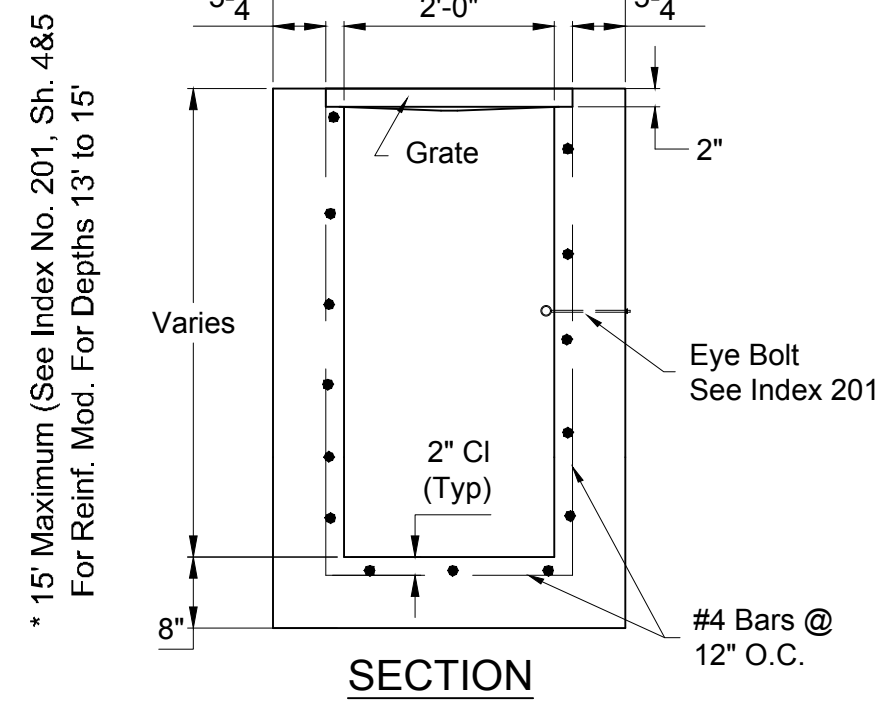
Project Number:
DSL 2020-080

Date: 04/29/21

Drawn By:
C.HIDALGO

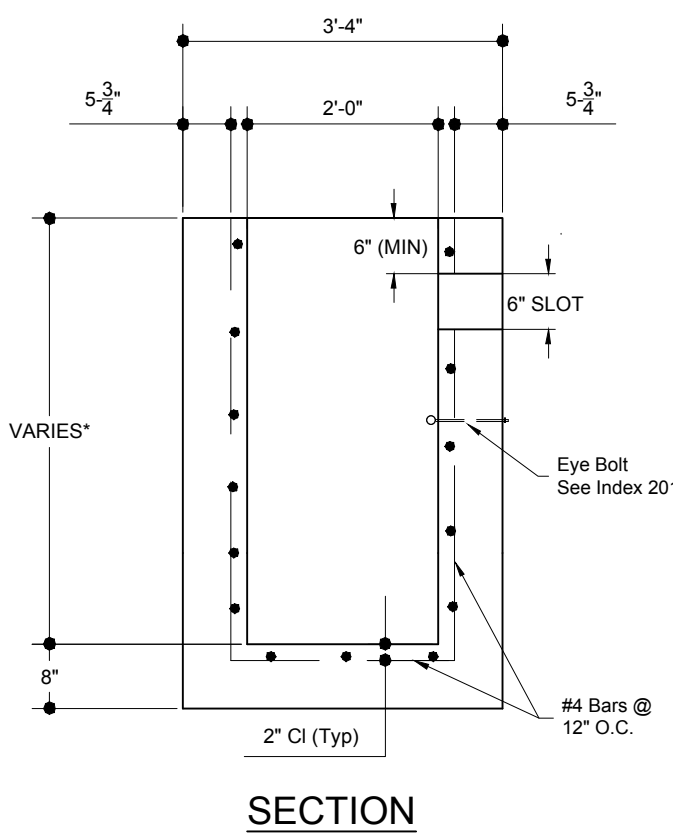
Sheet:

C-8



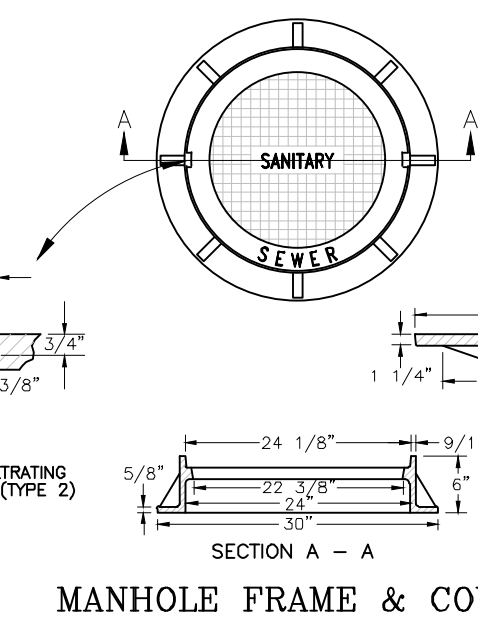
F.D.O.T. TYPE C
DITCH BOTTOM INLET
N.T.S.

Recommended Maximum Pipe Size:
2'-0" Wall - 18" Pipe
3'-1" Wall - 24" Pipe



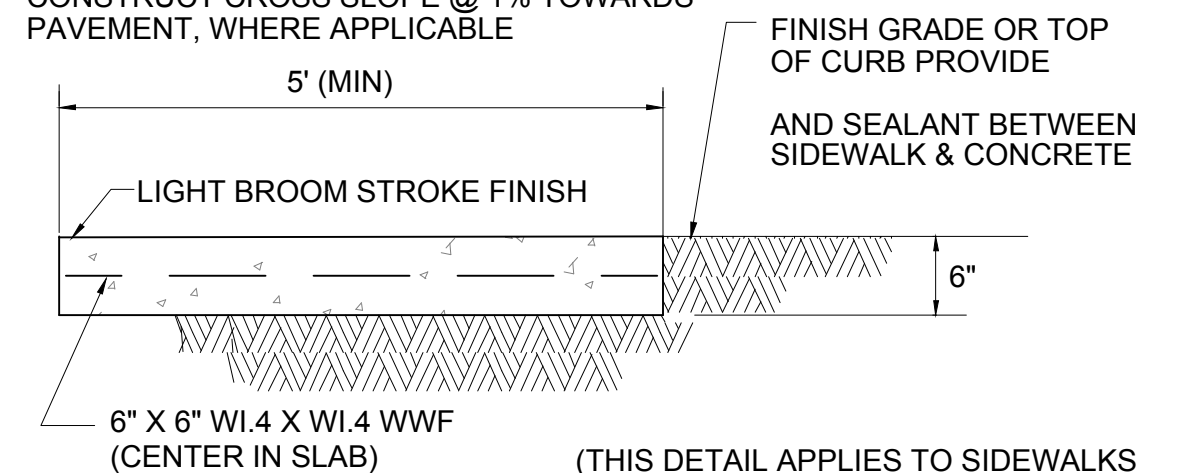
F.D.O.T. TYPE C
DITCH BOTTOM INLET
NON-TRANSVERSABLE WITH SLOT

Recommended Maximum Pipe Size:
2'-0" Wall - 18" Pipe
3'-1" Wall - 24" Pipe

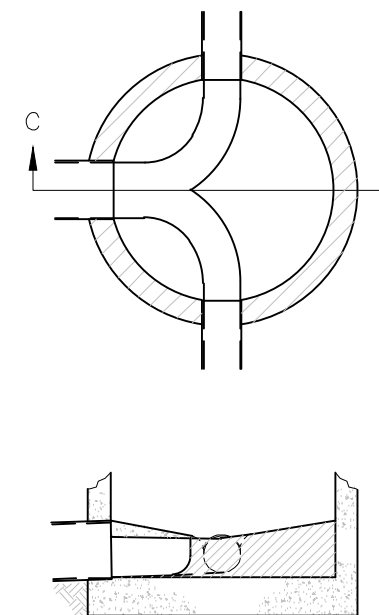


TYPICAL MANHOLE DETAILS
N.T.S.
(ON-SITE PRIVATE SEWER SYSTEM)

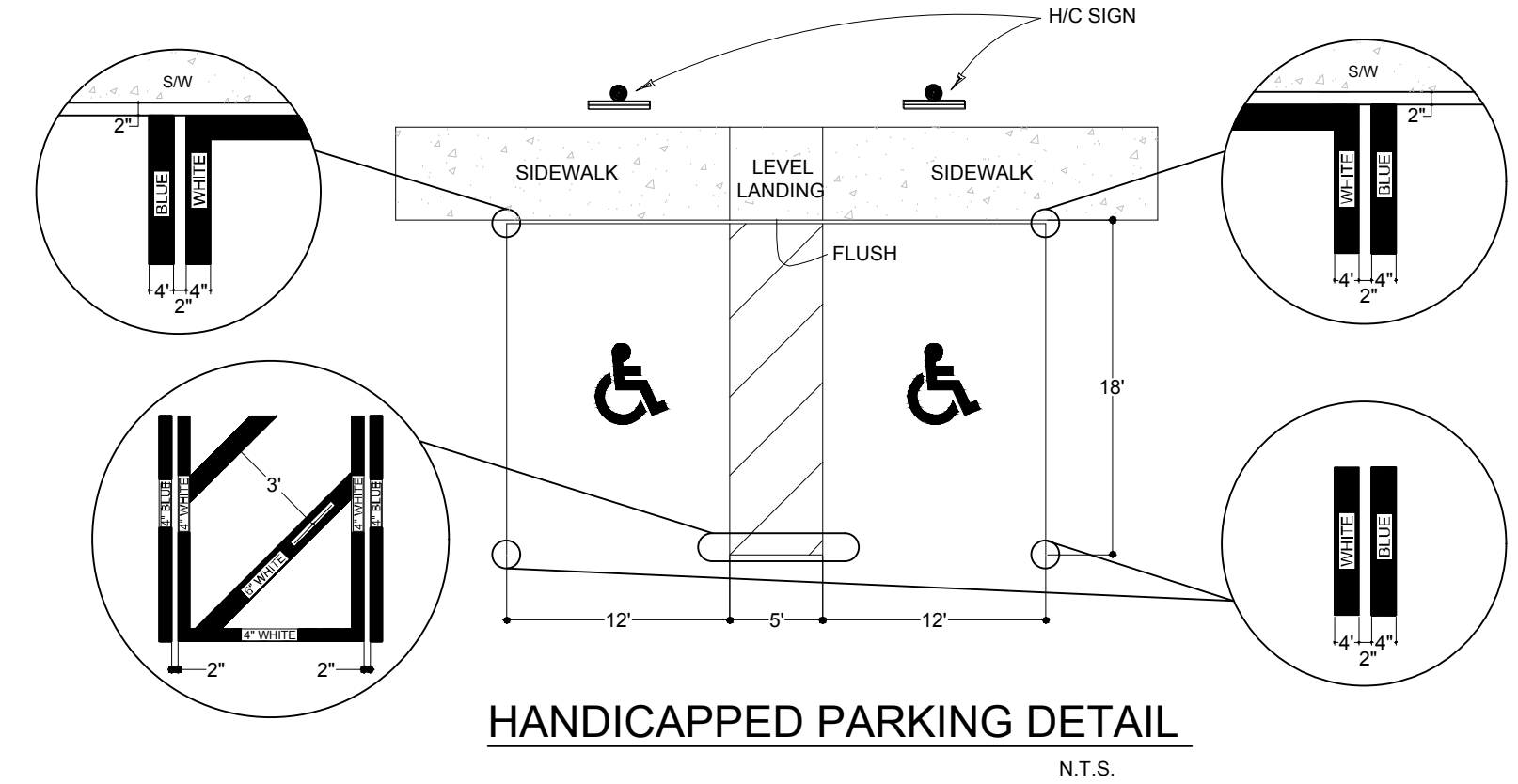
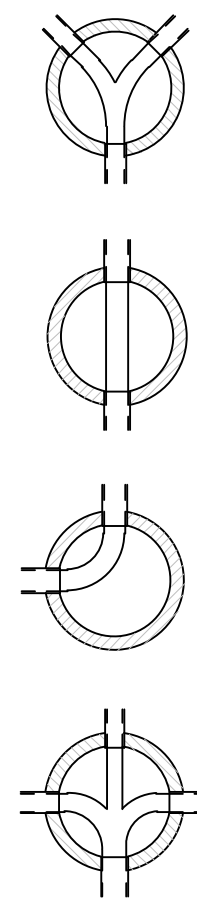
NOTE:
CONSTRUCT CROSS SLOPE @ 1% TOWARDS
PAVEMENT, WHERE APPLICABLE



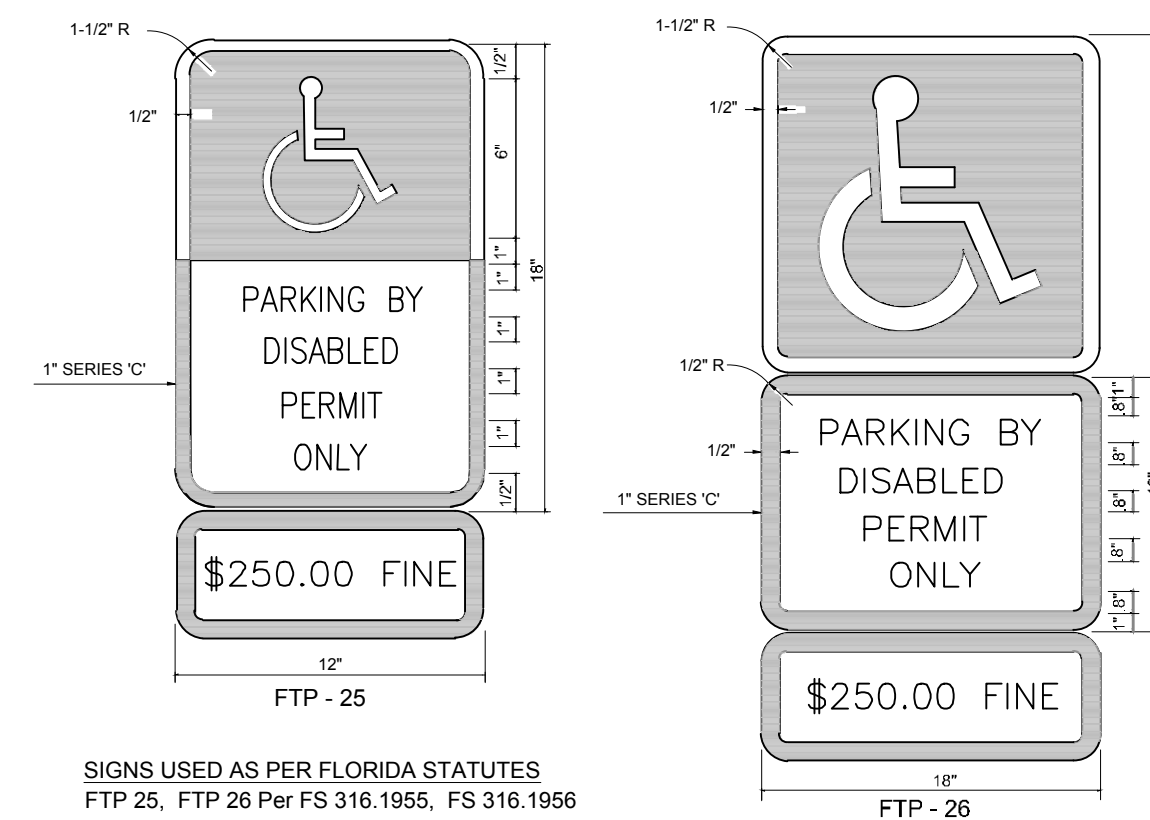
WALK SECTION
N.T.S.



INVERT CHANNELS



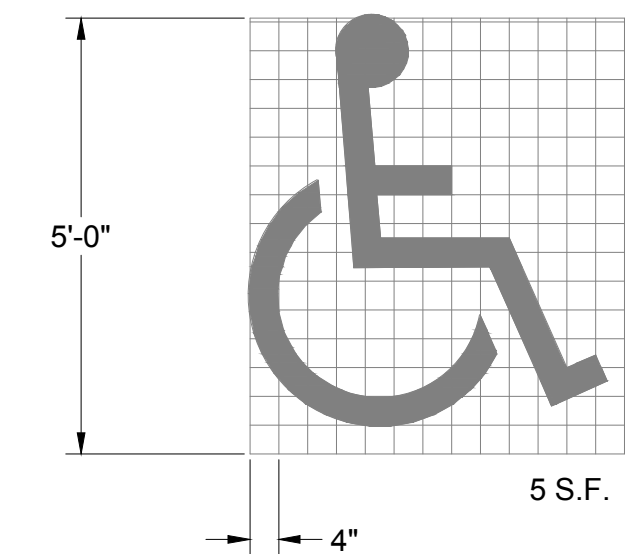
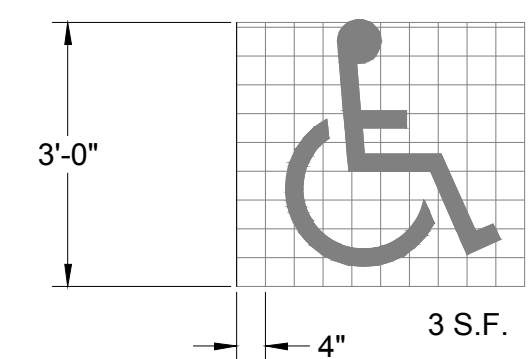
HANDICAPPED PARKING DETAIL
N.T.S.



HANDICAPPED SIGNS
N.T.S.

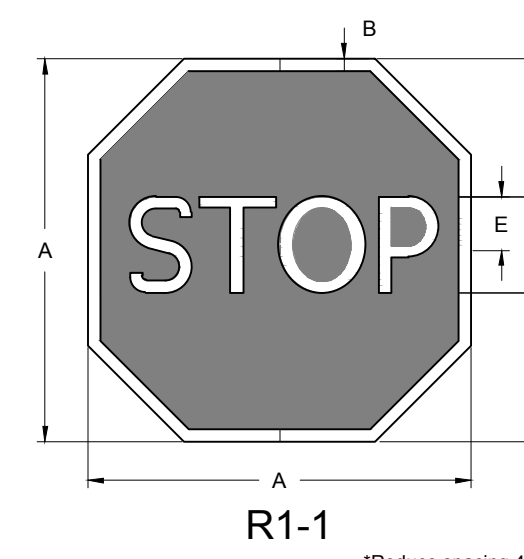
NOTES:

1. TOP PORTION OF FTP 25 & 26 SHALL HAVE A REFLECTIVE BLUE BACKGROUND WITH WHITE REFLECTIVE SYMBOL AND BORDER.
2. BOTTOM PORTION SHALL HAVE A REFLECTIVE WHITE BACKGROUND WITH BLACK OPAQUE LEGEND AND BORDER.
3. FTP 25 & 26 MAY BE FABRICATED ON ONE PANEL OR TWO.
4. FTP 25 MAY BE SUBSTITUTED FOR THE FTP 26 IN AREAS WHERE SPACE IS LIMITED.
5. SIGNS ARE TO BE MOUNTED AT STANDARD HEIGHT, (7' FROM PAVEMENT TO BOTTOM OF SIGN).



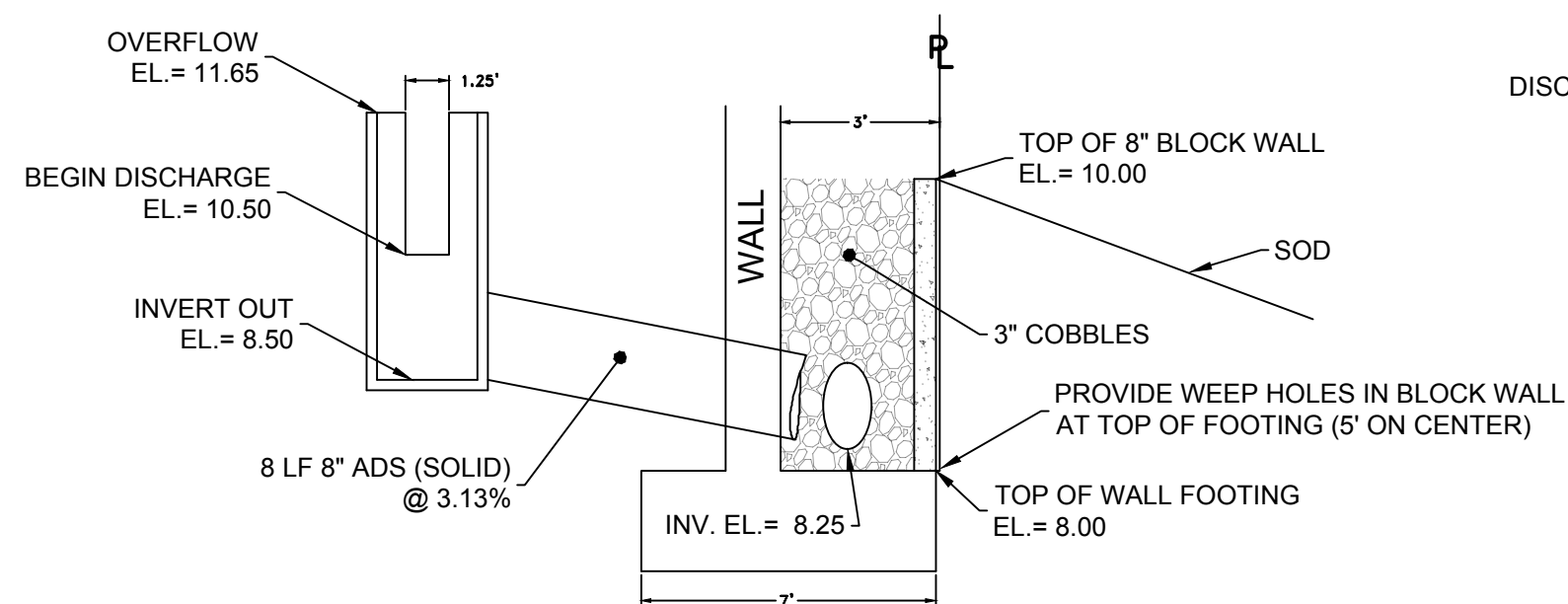
USE OF PAVEMENT SYMBOL
IN HANDICAPPED PARKING
IS OPTIONAL. WHEN USED
THE SYMBOL SHALL BE 3
OR 5 FT. HIGH AND WHITE
IN COLOR.

HANDICAPPED
PAVEMENT SYMBOL
N.T.S.

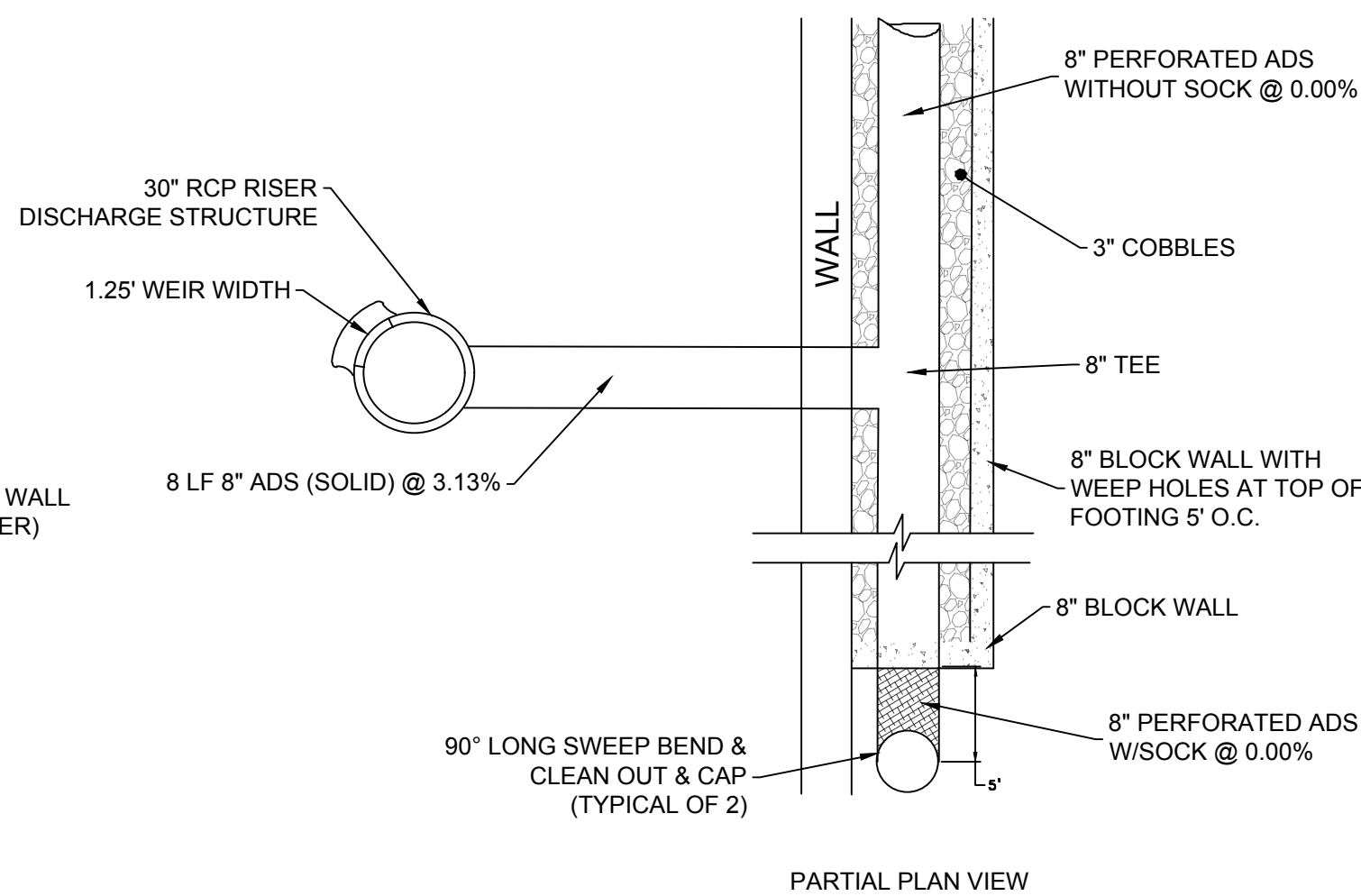


A	B	C	D	E	F
18	.375	6	6 C	3	7.75
24	.625	8	8 C	4	10
30	.75	10	10 C	5	12.5
36	.875	12	12 C	6	15
48	1.25	16	16 C	8	20

COLORS: LEGEND - WHITE (RETROREFLECTIVE)
BACKGROUND - RED (RETROREFLECTIVE)



RISER CONNECTION DETAIL
N.T.S.



SHEET FLOW SPREADER
N.T.S.

NO.	REVISION	DATE
3.	2/24/22 CITY REVIEW	3/08/2022
2.	10/29/21 CITY REVIEW	1/12/2022
1.	1 ST COMPLETENESS REVIEW	8/26/2021

Project Number:
DSL 2020-080

Date: 04/29/21

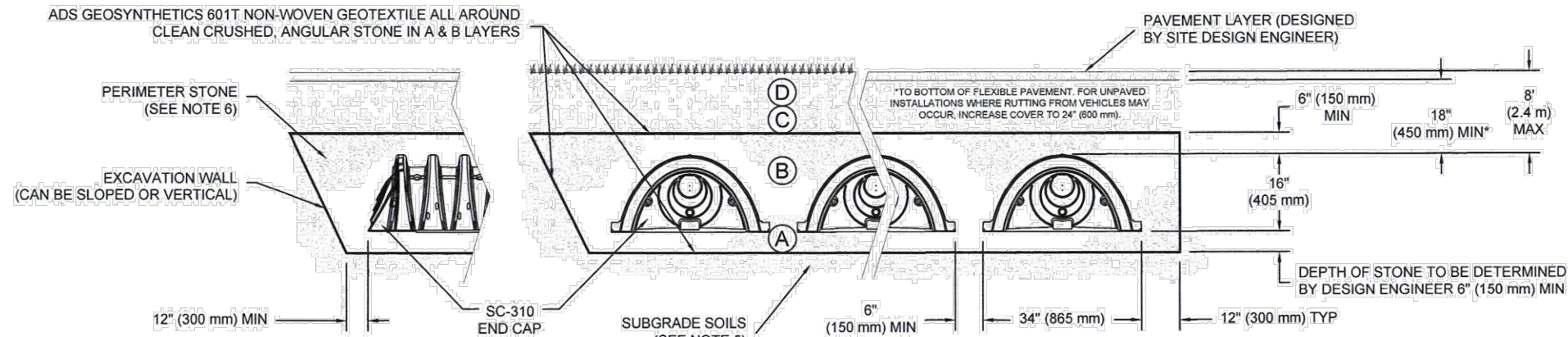
Drawn By:
C.HIDALGO

Sheet:

ACCEPTABLE FILL MATERIALS: STORMTECH SC-310 CHAMBER SYSTEMS

MATERIAL LOCATION	DESCRIPTION	AASHTO MATERIAL CLASSIFICATIONS	COMPACTION / DENSITY REQUIREMENT
D FINAL FILL: FILL MATERIAL FOR LAYER 'D' STARTS FROM THE TOP OF THE 'C' LAYER TO THE BOTTOM OF FLEXIBLE PAVEMENT OR UNPAVED FINISHED GRADE ABOVE. NOTE THAT PAVEMENT SUBBASE MAY BE PART OF THE 'D' LAYER.	ANY SOIL/ROCK MATERIALS, NATIVE SOILS, OR PER ENGINEERS PLANS, CHECK PLANS FOR PAVEMENT SUBGRADE REQUIREMENTS.	N/A	PREPARE PER SITE DESIGN ENGINEER'S PLANS. PAVED INSTALLATIONS MAY HAVE STRINGENT MATERIAL AND PREPARATION REQUIREMENTS.
C INITIAL FILL: FILL MATERIAL FOR LAYER 'C' STARTS FROM THE TOP OF THE EMBEDMENT STONE (B LAYER) TO 18" (450 mm) ABOVE THE TOP OF THE CHAMBER. NOTE THAT PAVEMENT SUBBASE MAY BE A PART OF THE 'C' LAYER.	GRANULAR WELL-GRADED SOIL/AGGREGATE MIXTURES, <35% FINES OR PROCESSED AGGREGATE. MOST PAVEMENT SUBBASE MATERIALS CAN BE USED IN LIEU OF THIS LAYER.	AASHTO M145 ¹ A-1, A-2.4, A-3 OR AASHTO M43 ¹ 3, 357, 4, 467, 5, 56, 57, 6, 67, 68, 7, 76, 8, 89, 9, 10	BEGIN COMPACTIONS AFTER 12" (300 mm) OF MATERIAL OVER THE CHAMBERS IS REACHED. COMPACT ADDITIONAL LAYERS IN 6" (150 mm) MAX LIFTS TO A MIN. 95% PROCTOR DENSITY FOR WELL-GRADED MATERIAL AND 95% RELATIVE DENSITY FOR PROCESSED AGGREGATE MATERIALS. ROLLER GROSS VEHICLE WEIGHT NOT TO EXCEED 12,000 lbs (53 kN). DYNAMIC FORCE NOT TO EXCEED 20,000 lbs (89 kN).
B EMBEDMENT STONE: FILL SURROUNDING THE CHAMBERS FROM THE FOUNDATION STONE (A LAYER) TO THE 'C' LAYER ABOVE.	CLEAN, CRUSHED, ANGULAR STONE, NOMINAL SIZE DISTRIBUTION BETWEEN 3/4-2 INCH (20-50 mm)	AASHTO M43 ¹ 3, 357, 4, 467, 5, 56, 57	NO COMPACTION REQUIRED.
A FOUNDATION STONE: FILL BELOW CHAMBERS FROM THE SUBGRADE UP TO THE FOOT (BOTTOM) OF THE CHAMBER.	CLEAN, CRUSHED, ANGULAR STONE, NOMINAL SIZE DISTRIBUTION BETWEEN 3/4-2 INCH (20-50 mm)	AASHTO M43 ¹ 3, 357, 4, 467, 5, 56, 57	PLATE COMPACT OR ROLL TO ACHIEVE A FLAT SURFACE. ^{2,3}

PLEASE NOTE:
1. THE LISTED AASHTO DESIGNATIONS ARE FOR GRADATIONS ONLY. THE STONE MUST ALSO BE CLEAN, CRUSHED, ANGULAR. FOR EXAMPLE, A SPECIFICATION FOR #4 STONE WOULD STATE: "CLEAN, CRUSHED, ANGULAR NO. 4 (AASHTO M43) STONE."
2. STORMTECH COMPACTION REQUIREMENTS ARE MET FOR 'A' LOCATION MATERIALS WHEN PLACED AND COMPACTED IN 6" (150 mm) (MAX) LIFTS USING TWO FULL COVERAGES WITH A VIBRATORY COMPACTOR.
3. WHERE INFILTRATION SURFACES MAY BE COMPROMISED BY COMPACTION, FOR STANDARD DESIGN/LOAD CONDITIONS, A FLAT SURFACE MAY BE ACHIEVED BY RAKING OR DRAGGING WITHOUT COMPACTION EQUIPMENT. FOR SPECIAL LOAD DESIGNS, CONTACT STORMTECH FOR COMPACTION REQUIREMENTS.



NOTES:

- SC-310 CHAMBERS SHALL CONFORM TO THE REQUIREMENTS OF ASTM F2418 "STANDARD SPECIFICATION FOR POLYPROPYLENE (PP) CORRUGATED WALL STORMWATER COLLECTION CHAMBERS", OR ASTM F2922 "STANDARD SPECIFICATION FOR POLYETHYLENE (PE) CORRUGATED WALL STORMWATER COLLECTION CHAMBERS".
- SC-310 CHAMBERS SHALL BE DESIGNED IN ACCORDANCE WITH ASTM F2787 "STANDARD PRACTICE FOR STRUCTURAL DESIGN OF THERMOPLASTIC CORRUGATED WALL STORMWATER COLLECTION CHAMBERS".
- "ACCEPTABLE FILL MATERIALS" TABLE ABOVE PROVIDES MATERIAL LOCATIONS, DESCRIPTIONS, GRADATIONS, AND COMPACTION REQUIREMENTS FOR FOUNDATION, EMBEDMENT, AND FILL MATERIALS.
- THE "SITE DESIGN ENGINEER" REFERS TO THE ENGINEER RESPONSIBLE FOR THE DESIGN AND LAYOUT OF THE STORMTECH CHAMBERS FOR THIS PROJECT.
- THE SITE DESIGN ENGINEER IS RESPONSIBLE FOR ASSESSING THE BEARING RESISTANCE (ALLOWABLE BEARING CAPACITY) OF THE SUBGRADE SOILS AND THE DEPTH OF FOUNDATION STONE WITH CONSIDERATION FOR THE RANGE OF EXPECTED SOIL MOISTURE CONDITIONS.
- PERIMETER STONE MUST BE EXTENDED HORIZONTALLY TO THE EXCAVATION WALL FOR BOTH VERTICAL AND SLOPED EXCAVATION WALLS.
- ONCE LAYER 'C' IS PLACED, ANY SOIL/MATERIAL CAN BE PLACED IN LAYER 'D' UP TO THE FINISHED GRADE. MOST PAVEMENT SUBBASE SOILS CAN BE USED TO REPLACE THE MATERIAL REQUIREMENTS OF LAYER 'C' OR 'D' AT THE SITE DESIGN ENGINEER'S DISCRETION.

Stormtech
4444 TRULIHAN BLVD
HILLIARD, OH 43026
1-800-735-7473
www.stormtech.com

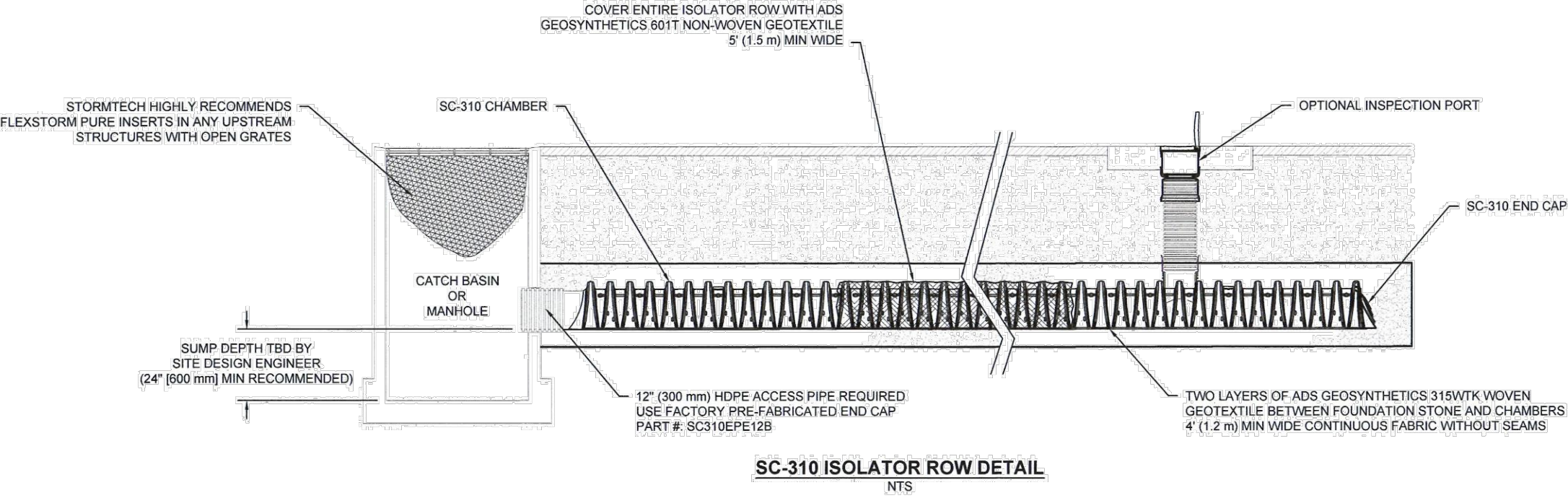
SHEET
3 OF 5

INSPECTION & MAINTENANCE

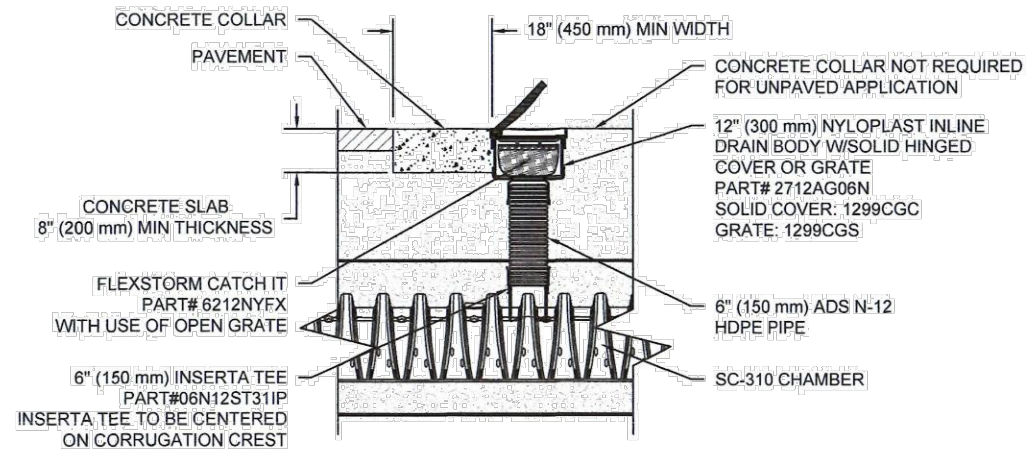
- STEP 1) INSPECT ISOLATOR ROW FOR SEDIMENT
A. INSPECTION PORTS (IF PRESENT)
A.1. REMOVE/OPEN LID, ON NYLOPLAST INLINE DRAIN
A.2. REMOVE AND CLEAN FLEXSTORM FILTER IF INSTALLED
A.3. USING A FLASHLIGHT AND STADIA ROD, MEASURE DEPTH OF SEDIMENT AND RECORD ON MAINTENANCE LOG
A.4. LOWER A CAMERA INTO ISOLATOR ROW FOR VISUAL INSPECTION OF SEDIMENT LEVELS (OPTIONAL)
A.5. IF SEDIMENT IS AT, OR ABOVE, 3" (80 mm) PROCEED TO STEP 2. IF NOT, PROCEED TO STEP 3.
B. ALL ISOLATOR ROWS
B.1. REMOVE COVER FROM STRUCTURE AT UPSTREAM END OF ISOLATOR ROW
B.2. USING A FLASHLIGHT, INSPECT DOWN THE ISOLATOR ROW THROUGH OUTLET PIPE
i) MIRRORS ON POLES OR CAMERAS MAY BE USED TO AVOID A CONFINED SPACE ENTRY
ii) FOLLOW OSHA REGULATIONS FOR CONFINED SPACE ENTRY IF ENTERING MANHOLE
B.3. IF SEDIMENT IS AT, OR ABOVE, 3" (80 mm) PROCEED TO STEP 2. IF NOT, PROCEED TO STEP 3.
- STEP 2) CLEAN OUT ISOLATOR ROW USING THE JETVAC PROCESS
A. A FIXED CULVERT CLEANING NOZZLE WITH REAR FACING SPREAD OF 45° (1.1 m) OR MORE IS PREFERRED
B. APPLY MULTIPLE PASSES OF JETVAC UNTIL BACKFLUSH WATER IS CLEAN
C. VACUUM STRUCTURE SUMP AS REQUIRED
- STEP 3) REPLACE ALL COVERS, GRATES, FILTERS, AND LIDS. RECORD OBSERVATIONS AND ACTIONS.
- STEP 4) INSPECT AND CLEAN BASINS AND MANHOLES UPSTREAM OF THE STORMTECH SYSTEM.

NOTES

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



SC-310 ISOLATOR ROW DETAIL
NTS

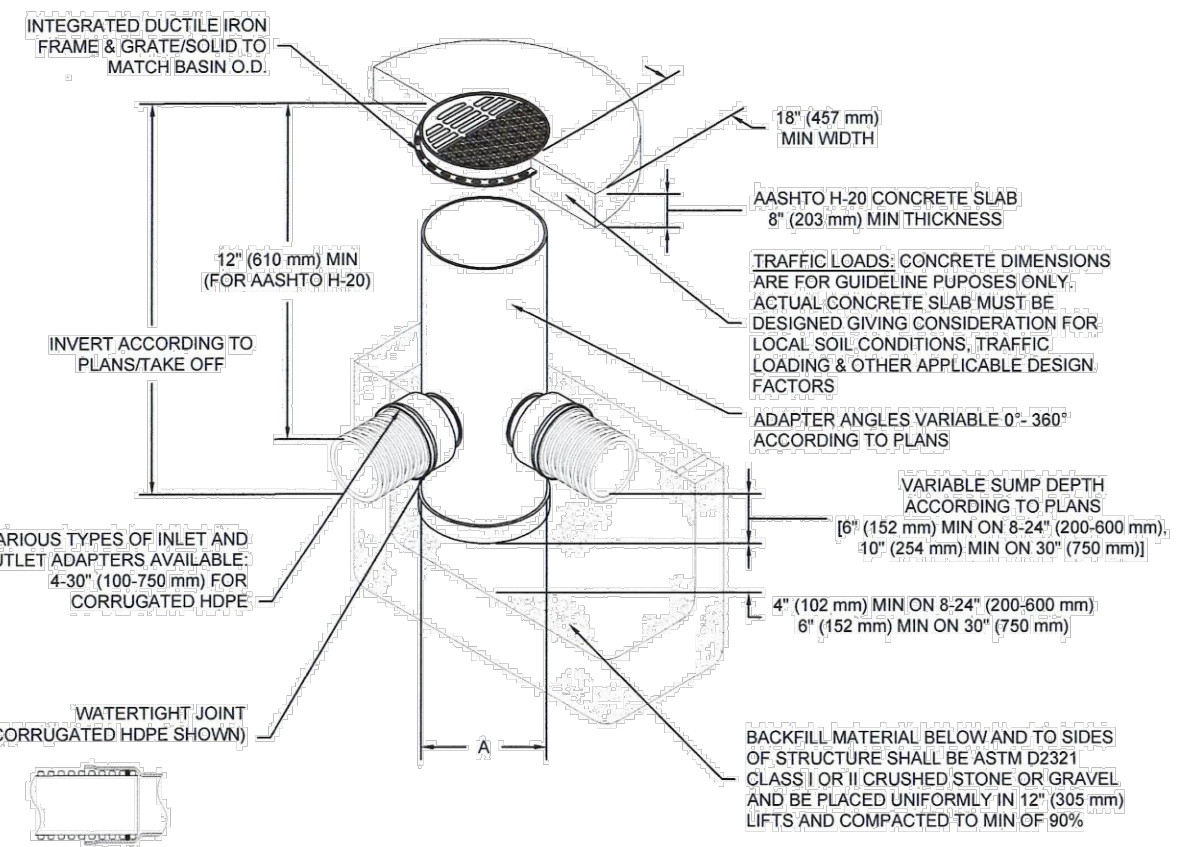


SC-310 6" INSPECTION PORT DETAIL
NTS

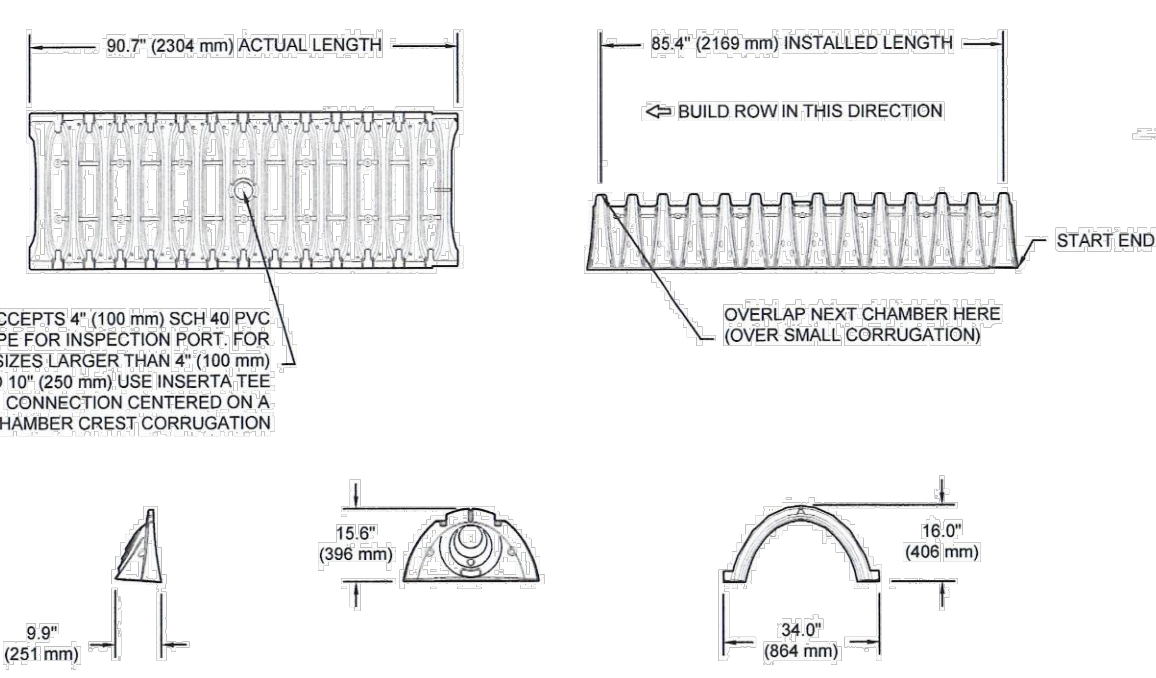
Stormtech
4444 TRULIHAN BLVD
HILLIARD, OH 43026
1-800-735-7473
www.stormtech.com

SHEET
4 OF 5

NYLOPLAST DRAIN BASIN



SC-310 TECHNICAL SPECIFICATION

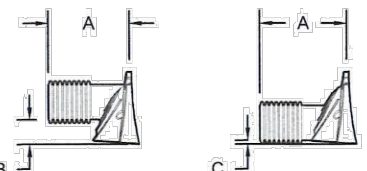


NOMINAL CHAMBER SPECIFICATIONS

SIZE (W X H X INSTALLED LENGTH)
CHAMBER STORAGE
MINIMUM INSTALLED STORAGE¹
WEIGHT

34.0" X 16.0" X 85.4"	14.7 CUBIC FEET	35.0 lbs.
(864 mm X 406 mm X 2169 mm)	(0.42 m ³)	(15.8 kg)

¹ASSUMES 6" (152 mm) ABOVE, BELOW, AND BETWEEN CHAMBERS



PRE-FAB STUBS AT BOTTOM OF END CAP FOR PART NUMBERS ENDING WITH "B"
PRE-FAB STUBS AT TOP OF END CAP FOR PART NUMBERS ENDING WITH "T"
PRE-CORED END CAPS END WITH "PC"

PART #	STUB	A	B	C
SC310EPE06T / SC310EPE06TPC	6" (150 mm)	9.8" (244 mm)	5.8" (147 mm)	—
SC310EPE06B / SC310EPE06BPC	—	—	—	0.5" (13 mm)
SC310EPE08T / SC310EPE08TPC	8" (200 mm)	11.9" (302 mm)	3.5" (89 mm)	—
SC310EPE08B / SC310EPE08BPC	—	—	—	0.6" (15 mm)
SC310EPE10T / SC310EPE10TPC	10" (250 mm)	12.7" (323 mm)	1.4" (36 mm)	—
SC310EPE10B / SC310EPE10BPC	—	—	—	0.7" (18 mm)
SC310EPE12B	12" (300 mm)	13.5" (343 mm)	—	—

ALL STUBS, EXCEPT FOR THE SC310EPE12B ARE PLACED AT BOTTOM OF END CAP SUCH THAT THE OUTSIDE DIAMETER OF THE STUB IS FLUSH WITH THE BOTTOM OF THE END CAP. FOR ADDITIONAL INFORMATION CONTACT STORMTECH AT 1-888-892-2894.

²FOR THE SC310EPE12B THE 12" (300 mm) STUB LIES BELOW THE BOTTOM OF THE END CAP APPROXIMATELY 0.25" (6 mm). BACKFILL MATERIAL SHOULD BE REMOVED FROM BELOW THE N-12 STUB SO THAT THE FITTING SITS LEVEL.

NOTE: ALL DIMENSIONS ARE NOMINAL

Nyloplast
3300 VERONA AVE
HILLIARD, OH 43026
PH (770) 833-3643
FAX (770) 833-3643
www.nyloplast-us.com

SHEET
5 OF 5

DAVID S. LAMAR, P.E.
FLA. P.E. #35976
P.O. BOX 10805
PENSACOLA, FL 32524-0605
850/434-0043

McGuire's Irish Pub
STORMTECH DETAILS

NO.	REVISION	DATE
1.	1ST COMPLETENESS REVIEW	8/26/2021
2.	10/29/21 CITY REVIEW	11/22/2021
3.	2/24/22 CITY REVIEW	3/09/2022

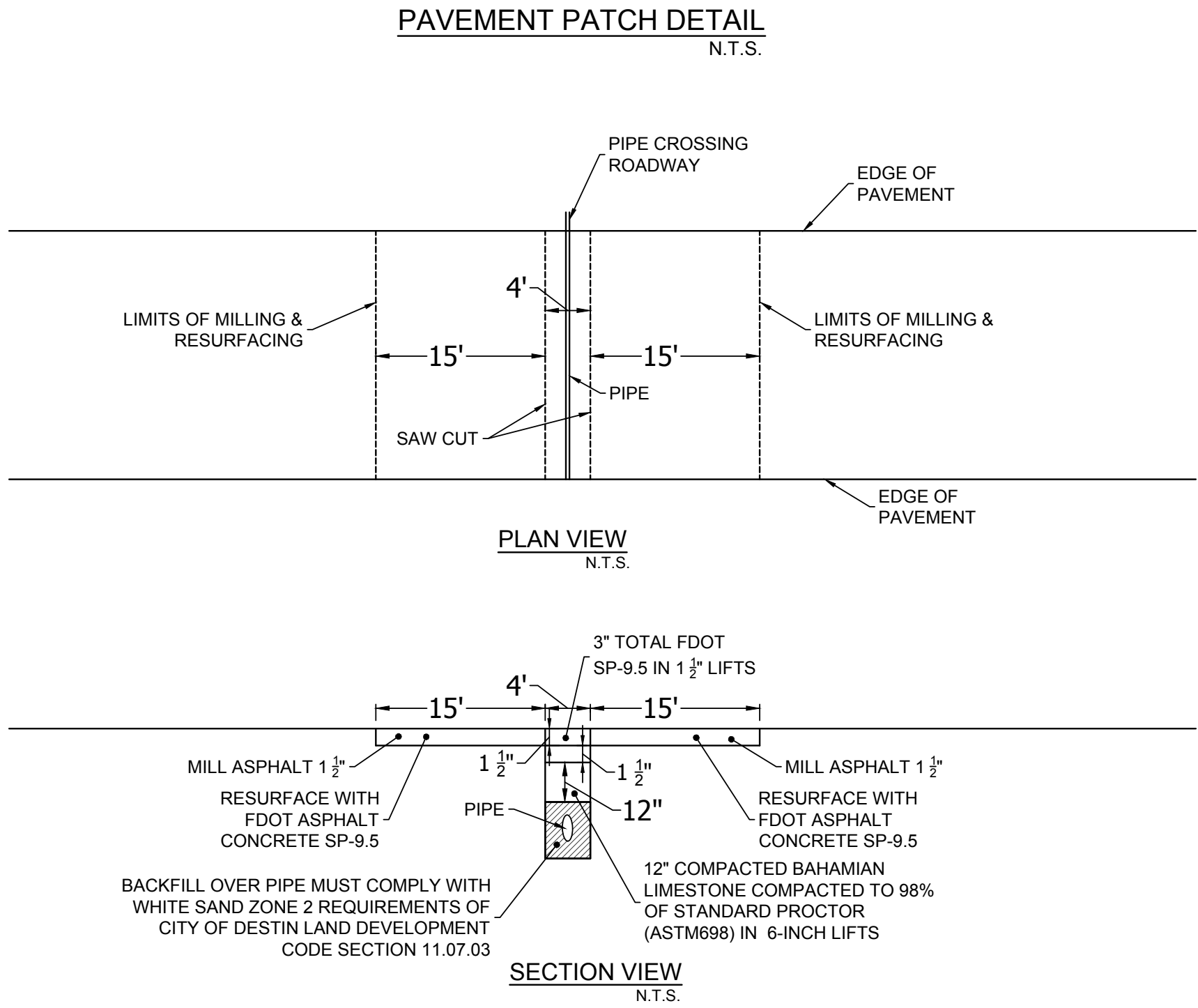
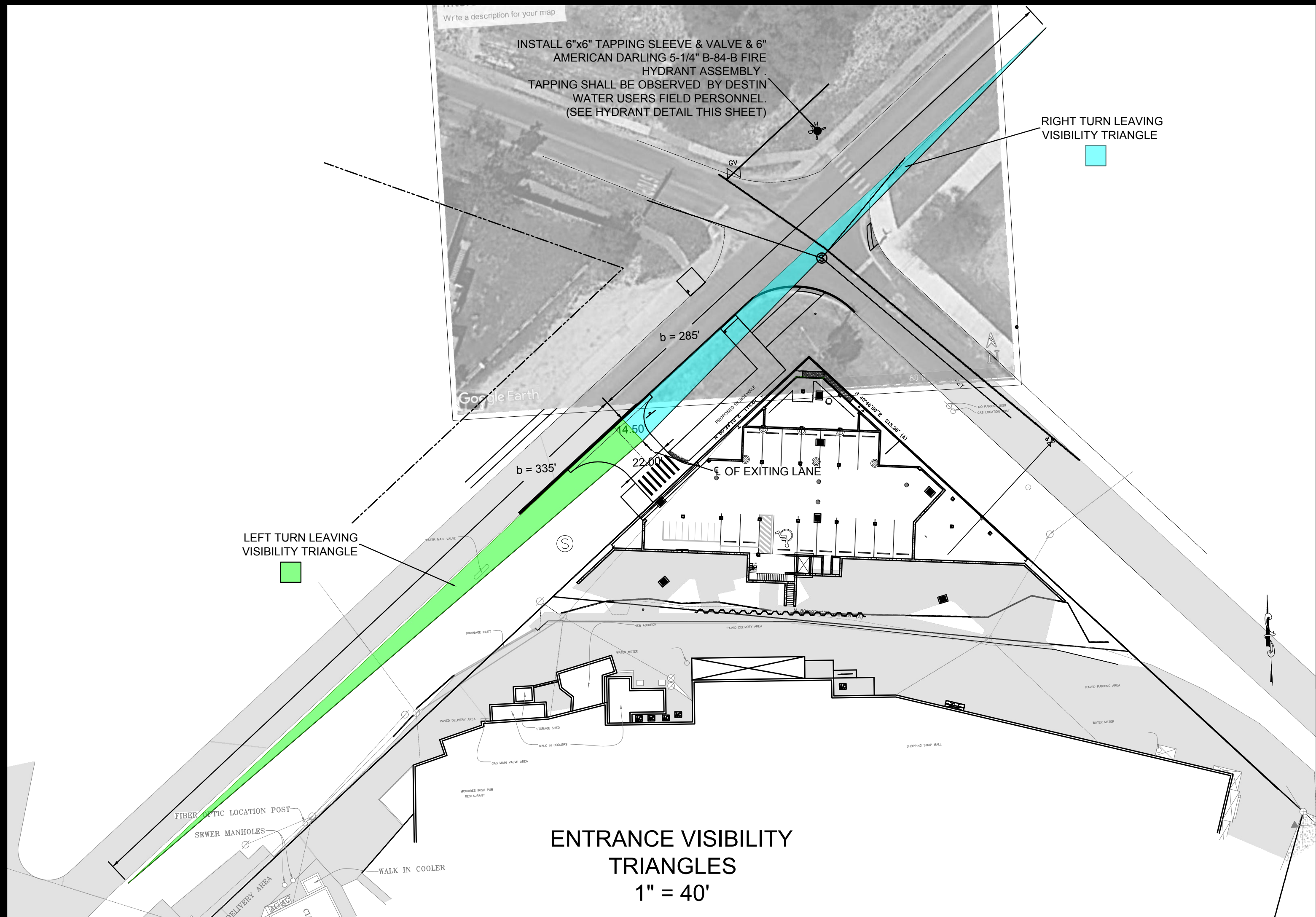
Project Number:
DSL 2020-080

Date:
04/29/21

Drawn By:
C.HIDALGO

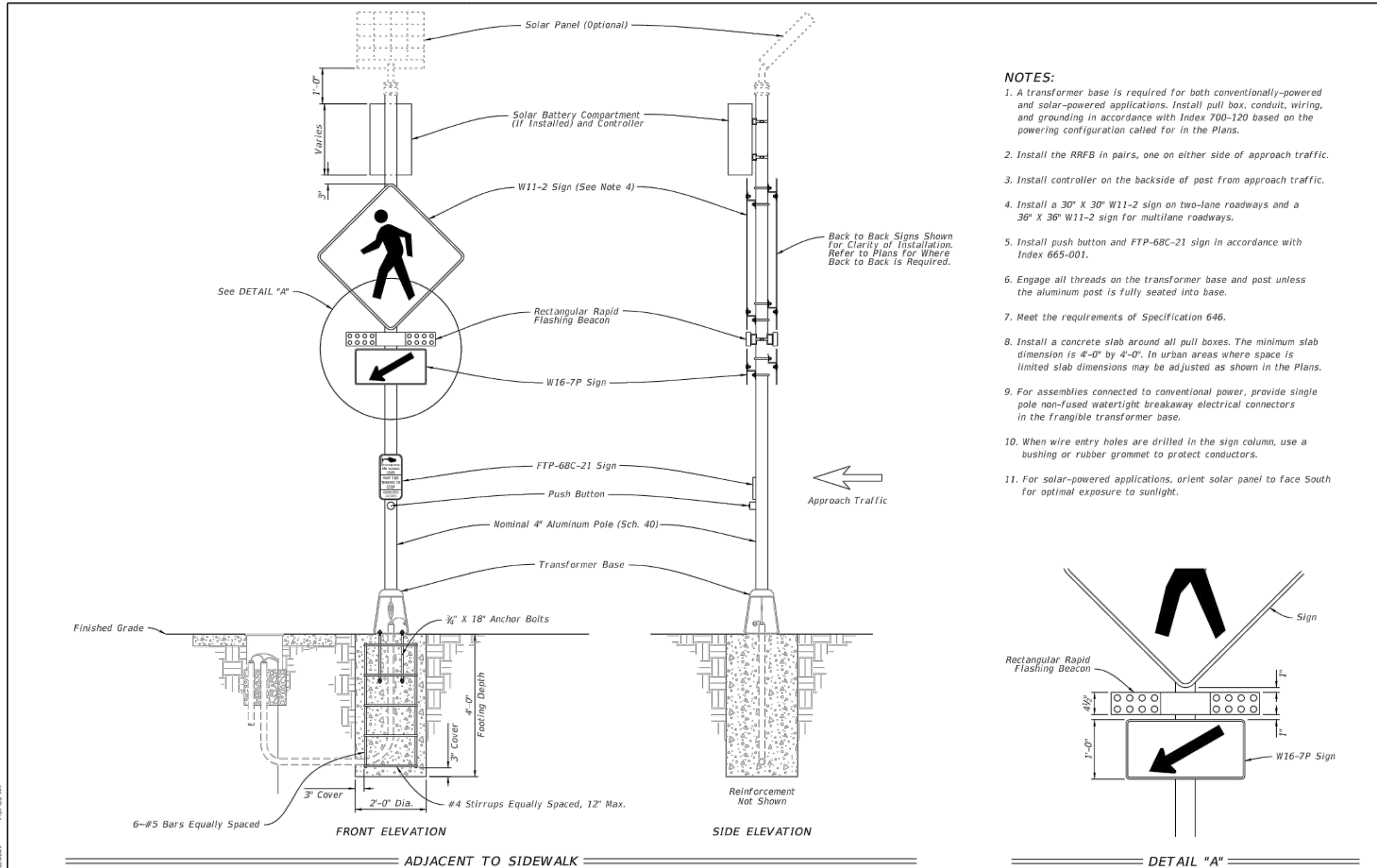
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C-10

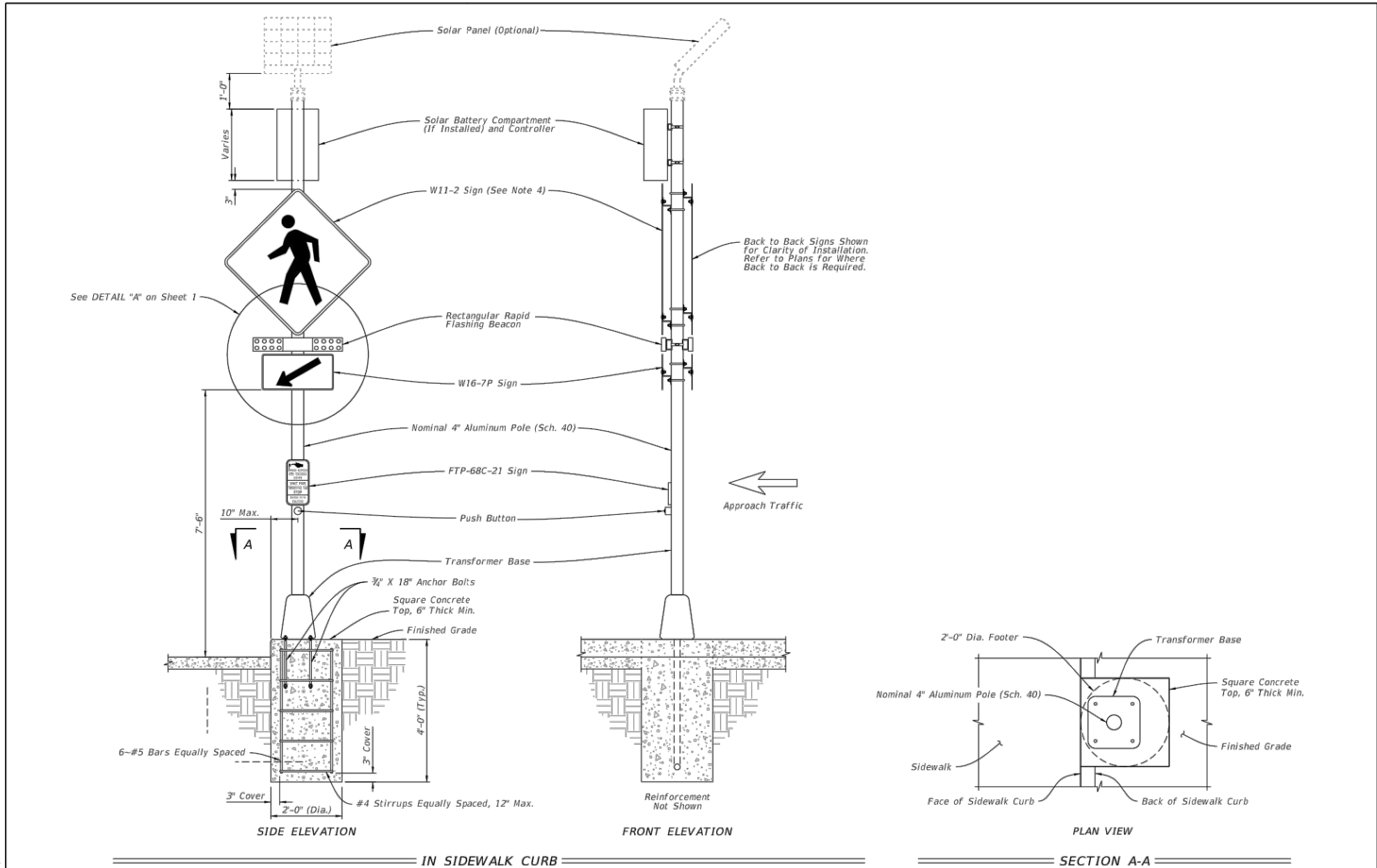


PAVEMENT PATCH NOTES

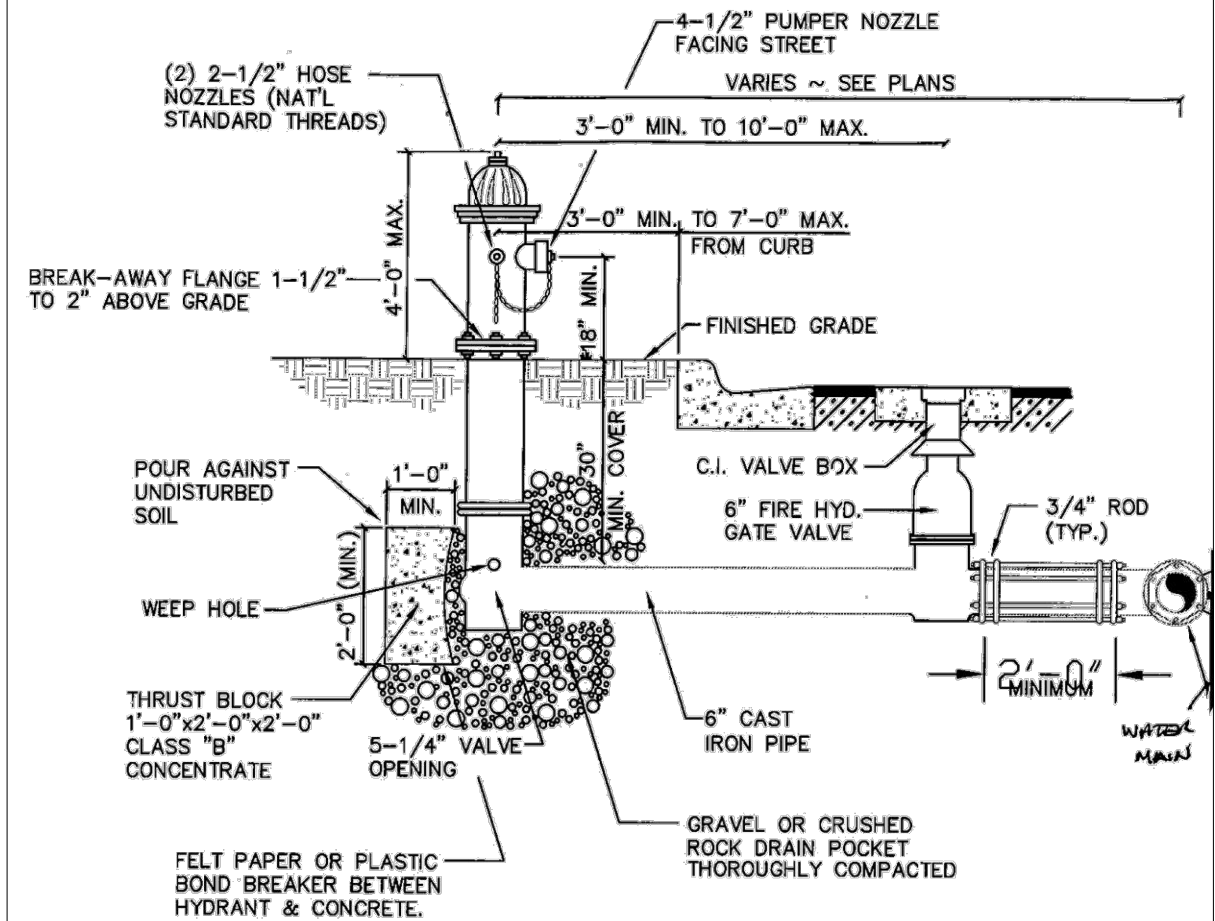
1. UTILITY CONTRACTOR SHALL COMPLY WITH THE PAVEMENT PATCH REQUIREMENTS CALLED OUT IN CITY OF DESTIN LAND DEVELOPMENT CODE ARTICLE 8.01.00.G.6.
2. THIS SECTION OF ZERBE STREET LIES WITHIN THE WHITE SAND ZONE 2.
3. COMPACTION TESTS FOR ROADBED AND PAVEMENT BASE AND CORE SAMPLES SHOWING REQUIRED THICKNESSES SHALL BE PROVIDED TO CONFIRM SPECIFICATIONS HAVE BEEN MET.
4. PAVEMENT STRIPING DISTURBED BY MILLING, RESURFACING AND/OR PATCHING OPERATIONS, SHALL BE REPLACED WITH THERMOPLASTIC STRIPING TO MATCH EXISTING.



LAST REVISION	DESCRIPTION	FY 2022-23	INDEX	SHEET
11/01/21	REVISION	STANDARD PLANS	654-001	1 of 2



LAST REVISION	DESCRIPTION	FY 2022-23	INDEX	SHEET
11/01/21	REVISION	STANDARD PLANS	654-001	2 of 2



NOTES:

1. FIRE HYDRANTS TO COMPLY TO REQUIREMENTS OF LOCAL GOVERNING AUTHORITY.
2. ALL FIRE HYDRANTS MUST HAVE A TAMPER PROOF BONNET INSTALLED.
3. NO THREADED RODS ARE ALLOWED BETWEEN THE HYDRANT ISOLATION VALVE AND THE HYDRANT ASSEMBLY.
4. THE HYDRANT OPERATING NUT WILL BE A STANDARD 1.5" PENTAGON NUT.
5. IF A DEDICATED FIRELINE IS PRESENT, ALL HYDRANTS MUST BE INSTALLED ON THIS SERVICE, DOWNSTREAM OF THE BACKFLOW PREVENTER.
6. PER FIRE STATUTE, ALL HYDRANTS MUST MAINTAIN A FIVE (5) FOOT RADIUS OF CLEARANCE AT ALL TIMES.

DAVID S. LAMAR, P.E.
FLA. P.E. #35976
P.O. BOX 10805
PENSACOLA, FL 32524-0605
850/434-0043

McGuire's Irish Pub
GROUND LEVEL DETAILS

NO.	REVISION	DATE
3.	2/24/22 CITY REVIEW	3/08/2022
2.	10/29/21 CITY REVIEW	1/12/2022
1.	1ST COMPLETENESS REVIEW	8/26/2021

Project Number:
DSL 2020-080

Date:
04/29/21

Drawn By:
C.HIDALGO

Sheet:

C-11

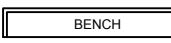
IRRIGATION SYSTEM NOTES:

1. AUTOMATIC IRRIGATION SYSTEM TO PROVIDE 100% COVERAGE OF ALL LANDSCAPE AREAS. HEADS FOR GRASS AREAS SHALL BE ON A SEPARATE ZONE FROM LANDSCAPE BEDS. THIS IRRIGATION PLAN SHOWS THE LOCATION OF THE PROPOSED IRRIGATION WELL AND THE SCHEMATIC DIAGRAM OF THE LANDSCAPE AREAS TO BE COVERED BY THE SYSTEM TO BE INSTALLED.
2. IRRIGATION CONTRACTOR SHALL SUBMIT A FULLY DEVELOPED PLAN CONFIRMING THE SPECIFIC PIPE SIZES, FLOW RATES AND HEADS SELECTED FOR GRASS ZONES AND BED ZONES FOR APPROVAL BY ENGINEER, THE OWNER & THE CITY.
3. CONTRACTOR RESPONSIBLE FOR LOCATING AND SUPPLYING ELECTRICAL POWER TO CONTROLLER.
4. PROVIDE RAIN SHUT OFF DEVICE IN ACCORDANCE WITH FLORIDA STATUTES.

LEGEND:



- SMALL STREET TREE
(CREPE MYRTLE)



- BENCH (PEDESTRIAN AMENITY)



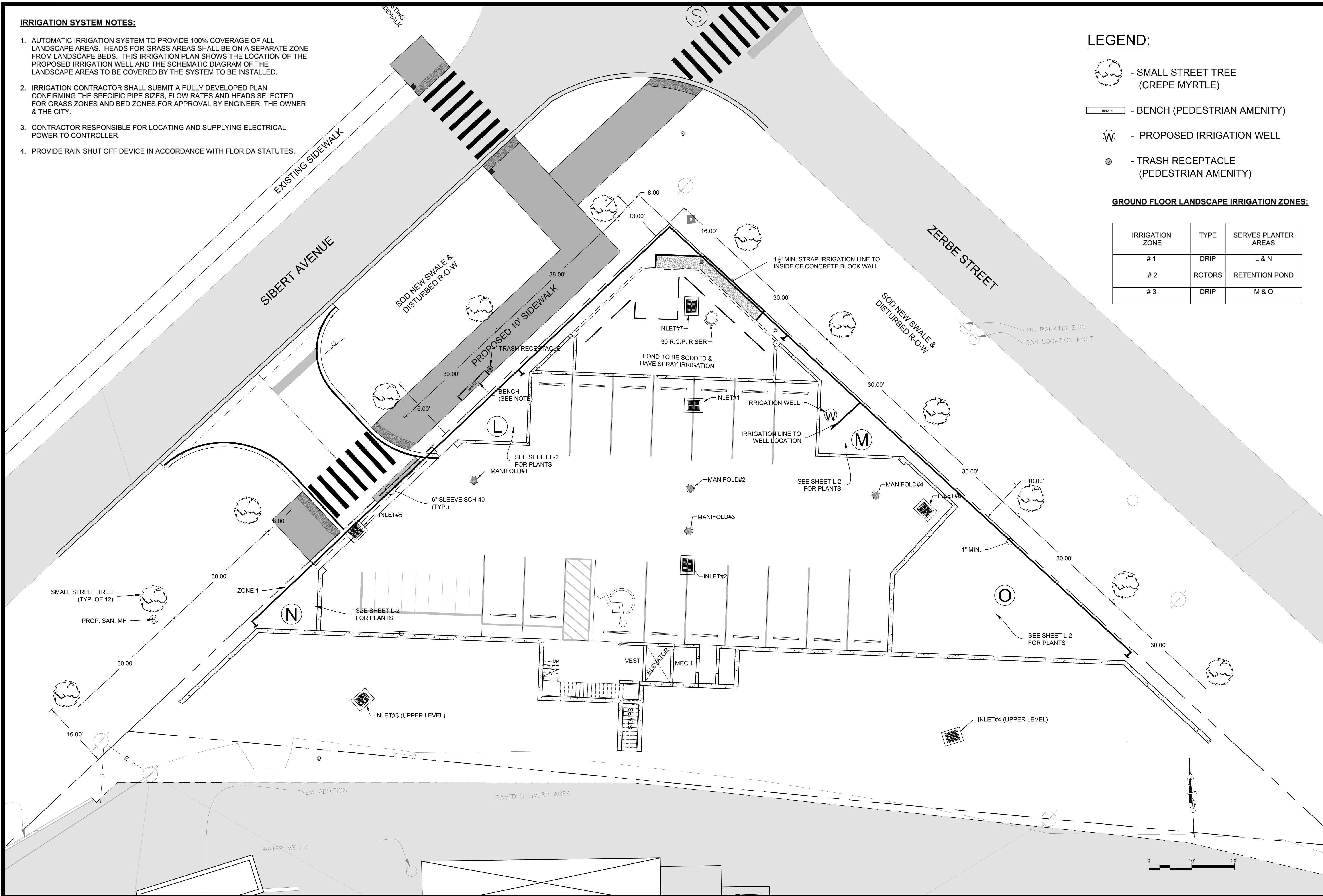
- PROPOSED IRRIGATION WELL



- TRASH RECEPTACLE
(PEDESTRIAN AMENITY)

GROUND FLOOR LANDSCAPE IRRIGATION ZONES:

IRRIGATION ZONE	TYPE	SERVES PLANTER AREAS
# 1	DRIP	L & N
# 2	ROTORS	RETENTION POND
# 3	DRIP	M & O



DAVID S. LAMAR, P.E.
FLA. P.E. #35976
P.O. BOX 10605
PENSACOLA, FL 32524-0605
850/434-0043

McGuire's Irish Pub
RIGHT-OF-WAY LANDSCAPING &
GROUND LEVEL IRRIGATION

NO.	REVISION	DATE
3.	2/24/22 CITY REVIEW	3/09/2022
2.	10/26/21 CITY REVIEW	11/2/2021
1.	1ST COMPLETENESS REVIEW	8/26/2021

Project Number:
DSL 2020-080

Date:
04/29/21

Drawn By:
C.HIDALGO

Sheet:
L-3

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: April 18, 2022**TYPE OF AGENDA ITEM:** Ordinance**AGENDA OUTLINE NUMBER:** 5.C.**TO:** City Council**THRU:** Lance Johnson, City Manager**FROM:** Kimberly Kopp, Land Use Attorney
Steve O'Connor, Principal Planner**DATE:** April 11, 2022**SUBJECT:** First reading of Ordinance 22-06-LC, changing the list of permitted uses in the Industrial Zoning District to allow one Custodian or Night Watchman residence per Industrial Site; Amending Table 7-2 "Table of Allowable Uses"

I. BACKGROUND: Comprehensive Plan Objective 1-2.5 establishes the purpose and intent of the Industrial zone within the City of Destin. Although the supporting Comp Plan Policy 1-2.5-1, does not consider residential development within the zone, the policy clearly states this *does not* prohibit a dwelling for a night watch or custodian for security purposes. The proposed ordinance would amend the Land Development Code, consistent with this existing policy, to allow a night watch or custodian dwelling in the Industrial Zoning District.

II. DISCUSSION:

The proposed Ordinance 22-06-LC will complete the intent of the **Comprehensive Plan Policy 1-2.5.1** by adding "*Custodian or night-watchman dwelling*" as a permitted use in the Industrial Zone. This item will be reviewed by the LPA on April 28, 2022, prior to the second reading before the City Council.

A. Link to Strategic Goals / Objectives: #5. Economic development and revitalization

B. Effect on Budget (EOB): Not applicable

C. Level of Service (LOS): Not applicable

III. CONCLUSION:

By approving Ordinance 22-06-LC the City will close a gap in compliance with the Comprehensive Plan. It will also allow Industrial Property owners the ability to include one dwelling for a custodian or night watch, adding a level of security to their property, further

protecting their investment(s).

IV. RECOMMENDED MOTION: I move City Council approve Ordinance 22-06-LC on First Reading.

Attachments:

1. Draft Ord. No 22-06-LC

ORDINANCE NO. 22-06-LC

AN ORDINANCE OF THE CITY OF DESTIN, FLORIDA CHANGING THE LIST OF PERMITTED USES IN THE INDUSTRIAL ZONING DISTRICT TO ALLOW ONE CUSTODIAN OR NIGHTWATCHMAN RESIDENCE PER INDUSTRIAL SITE; AMENDING TABLE 7-2 “TABLE OF ALLOWABLE USES”; PROVIDING FOR FINDINGS OF FACT; PROVIDING FOR INCORPORATION INTO THE LAND DEVELOPMENT CODE; PROVIDING FOR CONFLICTING PROVISIONS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

SECTION 1. AUTHORITY.

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

SECTION 2. FINDINGS OF FACT.

WHEREAS, Policy 1-2.5.1 of the o Comprehensive Plan provides:

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. . . ; and

WHEREAS, the City Council in providing for the health, safety and welfare of its citizens finds that the City should allow one custodian or night watchman residence on sites located in the Industrial zoning district in order to obtain consistency with the City’s Comprehensive Plan; and

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

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

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

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY

OF DESTIN, FLORIDA, AS FOLLOWS:

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

SECTION 3. AMENDMENT OF LAND DEVELOPMENT CODE TABLE 7-2:

Table 7-2: Table of Allowable Uses contains all of the allowed uses within the City and in what zoning districts those uses are allowed. Uses not listed as permitted, conditional, or accessory uses in Table 7-2 are prohibited uses. The North American Industry Classification System (NAICS), 2002 Edition shall be used to provide definitions of each use or use groupings listed in Table 7-2. All sub-uses listed under a use in the NAICS, which use is permitted in the zoning designation in question, shall be considered as a permitted use.

	TABLE 7-2: TABLE OF ALLOWABLE USES																													
	B E	L D R- V	L D R- HI	L D R- H	M D R- V	M D R- HI	H D R	C B N	C L	C G	C T S	R O I- G D	R O I- T D	R O I- V R	R O I- C B R	C B R	T C M U	C M U	C M U	C M U	S H M U	N H M U	G R M U	H I M U	B R M U	I N	A S T	I N R E C	C O N	
Custodian or night- watchman dwelling											P																P (21)			
	Footnotes																													
	P = Permitted Use, C = Conditional Use, and A = Accessory Use																													
	¹ Guest houses are permitted only if the owner of the subject property occupies the primary dwelling as his/her main residence. However, guest houses shall not be rented out separately from the main residence and (refer to section 7.12.04.M).																													

	² May accommodate shopping centers with grocery stores, drug store/pharmacy, specialty shops, and similar tenants with no single business entity having more than 60,000 sq. ft.
	³ Is allowed but must be integrated in a planned unit development designed to support the surrounding residential neighborhoods.
	⁴ Neighborhood retail commercial goods and services shall not exceed 5,500 square feet and shall be designed primarily to serve the needs of the Crystal Beach resort area.
	⁵ Only allowed on properties that have direct or secondary access to Harbor Boulevard.
	⁶ Neighborhood retail commercial goods and services shall not exceed 5,500 square feet and shall be designed primarily to serve the needs of the adjacent "Old Destin" area.
	⁷ Must meet minimum distance separation requirements, see section 7.16.00 of the Land Development Code.
	⁸ Must meet minimum distance separation requirements, refer to the definition of the use in question in article 3 of the Land Development Code.
	⁹ Office space associated with this use shall not exceed 25 percent of the total square footage of the building.
	¹⁰ Zoos are only allowed in the Industrial zoning district.
	¹¹ Passive recreation includes the following as accessory uses: beach accessways, such as dune walkovers, parking lots, docks, and restroom facilities.
	¹² Commercial transient living accommodations.
	¹³ Used merchandise stores are restricted to only those that are classified as a nonprofit business.
	¹⁴ Can only provide said services free of charge, refer to section 7.09.02B(11) for further information.
	¹⁵ Telecommunication towers are an allowable use in this zoning district subject to a hierarchy of eligibility per Section 7.19.04.A.
	¹⁶ Refer to Section 7.09.02(B)12 for further information.

	¹⁷ Reserved.
	¹⁸ Land Use 7132 Gambling Industries and 72112 Casino Hotels shall be prohibited in all districts.
	¹⁹ No sexually oriented business shall be located on any Industrial (IN) zoned parcel within the Town Center CRA with a boundary within 330' south of the southern right-of-way boundary of Airport Road or within 330' east of the eastern right-of-way boundary of Main Street. The measurement of the minimum separation distance shall be a line perpendicular to the right-of-way of Airport Road or Main Street, as the case may be, to the nearest point of the property line of the parcel on which the Sexually Oriented Business is proposed to be located.
	²⁰ No Medical Marijuana Dispensary shall be located on any Industrial (IN) zoned parcel within the Town Center CRA with a boundary within 330' south of the southern right-of-way boundary of Airport Road or within 330' east of the eastern right-of-way boundary of Main Street. The measurement of the minimum separation distance shall be a line perpendicular to the right-of-way or Airport Road or Main Street, as the case may be, to the nearest point of the property line of the parcel on which the Medical Marijuana Dispensary is proposed to be located. Cultivating or processing Medical Marijuana shall be prohibited within the City.
	²¹ <u>Only one custodian or night watchman residence is permitted per industrial site.</u>

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

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

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

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

ADOPTED THIS ____ DAY OF _____, 2022.

By: _____
Gary Jarvis, Mayor

ATTEST:

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

Rey Bailey, City Clerk

Kimberly Kopp, City Land Use Attorney

First Reading: _____
Second Reading: _____

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: April 18, 2022

TYPE OF AGENDA ITEM: Public Hearing

AGENDA OUTLINE NUMBER: 5.D.

TO: City Council

THRU: Lance Johnson, City Manager

FROM: Steve O'Connor, Principal Planner
Kimberly Kopp, Land Use Attorney
Noell Bell, Chief Building Official

DATE: April 11, 2022

SUBJECT: First reading of Ordinance 22-07-LC - Providing for amendments to Article 7 of the Land Development Code to provide minimum requirements for non-residential components in the Town Center Mixed Use zoning district

I. BACKGROUND: On April 15, 2019, City Council approved Ordinance 19-07-LC which clarified the purpose and intent of the Town Center Mixed Use (TCMU) district “*to encourage multi-family developments to include appropriate non-residential components in furtherance of the mixed-use nature of the zoning district.*” On April 4, 2022, City Council directed Staff to bring an Ordinance to City Council with an appropriate development ratio of non-residential space to residential space for development in the TCMU district.

II. DISCUSSION:

Staff conducted research on various developments, urban research firms, and other municipalities' Land Development Codes, and have the following recommendations:

- For properties in the TCMU zone that directly abut or are directly accessed or primarily accessed from Highway 98/Harbor Blvd, a minimum of 20% of the gross floor area of a site or development should consist of non-residential leasable space.
- For properties in the TCMU zone that do not directly abut or only have secondary access from Highway 98/Harbor Blvd, a minimum of 10% of the gross floor area of a site or development should consist of non-residential leasable space.

This range is appropriate as it remains flexible enough for developers to respond to the market demands of the region while also implementing the intent of the Comprehensive Plan Designation and Zoning District. Developers would have the ability to provide more non-residential leasable space.

This ordinance will be considered by the City LPA on April 28, 2022.

- A. **Link to Strategic Goals / Objectives:** #5. Economic development and revitalization
- B. **Effect on Budget (EOB):** Not applicable
- C. **Level of Service (LOS):** Not applicable

III. CONCLUSION: By approving Ordinance 22-07-LC, the City will further LDC compliance with the Comprehensive Plan and Ord. No 19-07-LC. Approval will also provide developers with a clear standard for required land use minimums in the Town Center Mixed Use (TCMU) zone and the City will continue to take steps to establish the Town Center District as the City's mixed use and commercial corridor.

IV. RECOMMENDED MOTION:

I move City Council approve Ordinance 22-07-LC on First Reading.

Attachments:

1. TCMU 2022 07 LC

ORDINANCE NO. 22-07-LC

AN ORDINANCE OF THE CITY OF DESTIN, FLORIDA, PROVIDING FOR AMENDMENTS TO ARTICLE 7 OF THE LAND DEVELOPMENT CODE TO PROVIDE MINIMUM REQUIREMENTS FOR NONRESIDENTIAL COMPONENTS IN THE TOWN CENTER MIXED USE ZONING DISTRICT; PROVIDING FOR FINDINGS OF FACT; PROVIDING FOR INCORPORATION INTO THE LAND DEVELOPMENT CODE; PROVIDING FOR CONFLICTING PROVISIONS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

SECTION 1. AUTHORITY.

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

SECTION 2. FINDINGS OF FACT.

WHEREAS, Chapter 13 of the City's Comprehensive Plan provides the following definition of "mixed use": "*[I]n land use and transit planning, [mixed use] generally refers to different compatible land uses located within a single structure or in proximity to each other;*" and

WHEREAS, the purpose of the Town Center Mixed Use zoning district is to provide a mixed-use area that encourages commercial uses along U.S. Highway 98; and

WHEREAS, the City Council desires to encourage that multi-family residential development in the zoning district include nonresidential components; and

WHEREAS, on April 15, 2019, the City Council adopted Ordinance 19-07-LC, acknowledging the intent to include nonresidential components to proposed multi-family developments to be located within the district; and

WHEREAS, Section 7.12.06 of the Land Development Code currently provides that the intent of the TCMU zoning district is to encourage multi-family developments to include appropriate non-residential components in furtherance of the mixed-use nature of the zoning district; and

WHEREAS, the City Council has determined that Section 7.12.06 of the Land Development Code should be clarified to include minimum requirements for such nonresidential components in furtherance of this underlying intent; and

WHEREAS, the City Council has determined that this ordinance is in the best interests of the City and its citizens; and

WHEREAS, two public hearings have been conducted by the City Council after due public notice.

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

NOTE: Language in all sections of this ordinance that is ~~strike-thru~~ is language proposed to be deleted, underline language is language to be added, language that is not in strike-thru or underlined is not to be changed. The symbol * represents sections of the Code of Ordinances that have been skipped and remain unchanged.**

Article 7 - LAND USE, TYPE, DENSITY, INTENSITY, ZONING AND REGULATORY CONTROLS

Section 7.12.06 of the Land Development Code is hereby amended as follows:

Q. *Town Center Mixed Use (TCMU)*. The Town Center Mixed Use zoning district implements Future Land Use Element Policy 1-2.4.3(1), Town Center Mixed Use of the Comprehensive Plan.

1.Purpose and intent. The Town Center Mixed Use zoning district shall apply to areas developed, redeveloped and/or maintained and conserved as areas that accommodate permanent multi-family attached residential dwelling units; retail; service; restaurant; office; and similar commercial uses. It is the intent of the TCMU zoning district to specifically not allow permanent or seasonal single-family residential uses. It is also the intent of the TCMU zoning district to encourage multi-family developments to include appropriate non-residential components in furtherance of the mixed-use nature of the zoning district. All multi-family developments within the TCMU zoning district shall contain a minimum nonresidential square footage of ten percent (10%) of the total square footage per structure or square footage of all structures located in proximity to each other within the site or development; except that for any property that has direct access to, is primarily accessed from, or directly abuts Harbor Boulevard/U.S. 98, all such multi-family developments shall contain a minimum nonresidential square footage of twenty percent (20%) of the total square footage per structure or square footage of all structures located in proximity to each other within the site or development. Commercial hotel, motel, bed and breakfast establishments and other commercial transient living accommodations and seasonal multi-family attached residential dwelling units are only allowed on properties that have direct or secondary access to Harbor Boulevard/U.S. Highway 98. It is intended that the TCMU zoning district provide for increased buffering and setbacks from nearby residential and mixed use developments.

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

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

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

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

ADOPTED this ____ day of _____, 2022.

Gary Jarvis, Mayor

ATTEST:

Rey Bailey, City Clerk

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

Kimberly Romano Kopp, City Land Use Attorney

RESOLUTION 15-02

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DESTIN, FLORIDA PROVIDING FOR AUTHORITY; PROVIDING FOR MAXIMUM FEES FOR PRIVATE PROPERTY TOWING AND STORAGE; PROVIDING FOR MAXIMUM FEES FOR REMOBILIZATION ON PRIVATE PROPERTY; PROVIDING FOR MAXIMUM FEES FOR NON-CONSENSUAL WRECKER SERVICE AND STORAGE FOR CLASS A, B, AND C VEHICLES OR VESSELS; PROVIDING FOR REPEALER AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Destin is desirous of establishing the maximum fees for towing of vehicles and vessels from private property and storage of vehicles and vessels; and

WHEREAS, the City of Destin is desirous of establishing the maximum fees for the immobilization of vehicles on private property; and

WHEREAS, the City of Destin is desirous of establishing the maximum service rates for non-consensual towing services provided within the City of Destin city limits; and

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

SECTION 1. AUTHORITY. The Authority for enactment of this Resolution is Section 166.021, section 166.043 Florida Statutes, and Section 1.01(b) and Sections 19.5-106, 19.5-116, 19.5-119, Code of Ordinances.

SECTION 2. MAXIMUM FEES FOR PRIVATE PROPERTY TOWING AND STORAGE. The maximum towing and storage fees, for private property towing and storage shall be as follows:

Towing Fees: Class A vehicles: Not more than \$125 per vehicle
Class B vehicles: Not more than \$200 per vehicle
Class C Vehicles: Not more than \$300 per vehicle

Storage Fees, first 6 hours: No charge

Storage Fees, each day, or portion thereof, after first 6 hours: \$25 per day

Administrative fee, for vehicles stored longer than 48 hours: \$60

Note: Violation of any maximum towing and storage fees shall constitute a non-criminal offense and shall be grounds for revocation of the towing permit.

SECTION 3. MAXIMUM FEES FOR REMOBILIZATION ON PRIVATE PROPERTY. The maximum remobilization fees, for the immobilization of vehicles on private property shall be as follows:

Class A, B, or C vehicles: Not more than \$25 per vehicle. No additional fee shall be charged for removal of the immobilization device.

Note: Violation of these remobilization fees shall constitute a non-criminal offense and shall be grounds for revocation of the towing permit.

SECTION 4. MAXIMUM FEES FOR NON-CONSENSUAL WRECKER SERVICE AND STORAGE FOR CLASS A, B, AND C VEHICLES OR VESSELS.

The maximum rates for non-consensual wrecker and towing services for Class A wreckers (including roll-back or slide-back carriers) are as follows:

Base Rate	\$150.00
Mileage Rate	\$5.00 for every additional mile after the first 10 miles
Hourly Rate	\$120.00 after the first 30 minutes at the scene
Inside Storage (When vehicle is stored for more than 6 hours)	\$75.00 per day
Outside Storage (When vehicle is stored for more than 6 hours)	\$50.00 per day
Administrative fee for vehicles stored longer than 48 hours	\$80.00

The maximum rates for non-consensual wrecker and towing services for Class B wreckers are as follows:

Base Rate	\$175.00
Mileage Rate	\$5.00 for every additional mile after the first 10 miles
Hourly Rate	\$120.00 after the first 30 minutes at the scene
Inside Storage (When vehicle is stored for more than 6 hours)	\$80.00 per day
Outside Storage (When vehicle is stored for more than 6 hours)	\$50.00 per day

The maximum rates for non-consensual wrecker and towing services for Class C wreckers are as follows:

Base Rate	\$300.00
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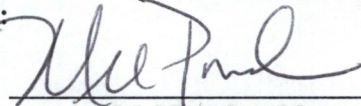
Mileage Rate	\$8.00 for every additional mile after the first 10 miles
Hourly Rate	\$190.00 after the first 30 minutes at the scene
Inside Storage (When vehicle is stored for more than 6 hours)	\$90.00 per day
Outside Storage (When vehicle is stored for more than 6 hours)	\$70.00 per day

SECTION 5. REPEALER CLAUSE. All sections or parts of sections of any City of Destin's Ordinance or parts of Ordinances, and any City of Destin's Resolutions or parts of Resolutions, and any City of Destin's Policy or parts of Policy, which are in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 6. EFFECTIVE DATE. This Resolution shall become effective upon adoption of the City Council.

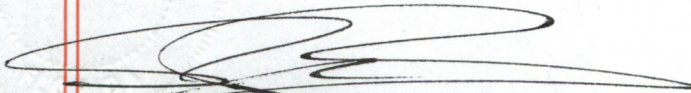
ADOPTED THIS 2ND DAY OF FEBRUARY 2015

By:



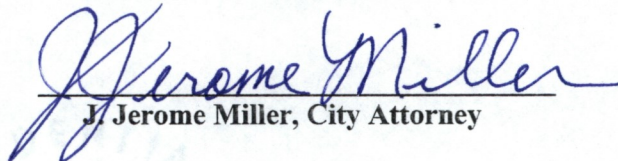
Mel Ponder, Mayor

ATTEST:



Rey Bailey, City Clerk

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



J. Jerome Miller, City Attorney



VISITSOUTHWALTON.COM/BEACH-SAFETY

STAY CALM IN RIP CURRENTS
MOVE PARALLEL TO SHORE TO ESCAPE.

FOR SURF CONDITIONS TEXT SAFETY TO 31279



SURF WARNING FLAGS



MARINE
PESTS



KNEE DEEP
= TOO DEEP



WATER
CLOSED



LEAVE NO TRACE
ITEMS LEFT ON THE BEACH OVERNIGHT WILL BE DISCARDED

STAY CALM IN SWF CURRENTS
MOVE PARALLEL TO SHORE TO ESCAPE

DOGS & BONFIRES REQUIRE PERMITS
GLASS PROHIBITED ON THE BEACH SUBJECT TO FINE