REGULAR MEETING
DESTIN CITY COUNCIL
NOVEMBER 5, 2018
ANNEX COUNCIL CHAMBERS
6:00 PM

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

CALL TO ORDER

INVOCATION (Reverend Kevin Wendt of Grace Lutheran Church)

PLEDGE OF ALLEGIANCE

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

1. **APPROVAL OF MINUTES**
   A. Approval of minutes of October 25, 2018 special city council meeting
   B. Approval of minutes of October 22, 2018 special city council meeting
   C. Approval of minutes of July 16, 2018 regular city council meeting

2. **PROCLAMATIONS / RECOGNITIONS / **SPECIAL PRESENTATIONS / ANNOUNCEMENTS** (No public comments)
   A. Structured Parking Solutions, Greg Darden

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

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

4. **CITY MANAGER REPORTS**
   A. Memorandum of Understanding (MOU); Structured Parking Solutions.
   B. Re-Classify Planning Technician Position
   C. Update: Community Development Director
   D. City Manager Candidates
   E. Ordinance 18-15-LC -Use of wheeled vehicles on public and private areas of the beach
   F. Prospective revision to Ordinance 17-01-CC/17-09-CC: Harbor and Waterways Ordinance
   G. Update: Code Compliance Manager
   H. Announcements/Updates

5. **PUBLIC HEARINGS**

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

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

C. First Reading of Ordinance 18-27-CN - Acquisition of 108 Sibert Avenue

6. *CONSENT AGENDA (No public comments)

A. National Fish and Wildlife Foundation (NFWF) - Chickasaw Way Drainage Improvements Project, Change Order No.1

B. Airport Road Emergency Repair, Request for Payment Authorization

C. Main Street Betterment Alliance Veteran's Day 5k Run/Walk

D. Choctawhatchee High School Cheer 5k Run/Walk

E. Marine Construction at Captain Leonard Destin Park (101 Calhoun Avenue)

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

A. Councilmember Braden

1) Appointment of Capt. James Green to the Harbor and Waterways Board

B. Councilmember Ramswell

C. Councilmember Dixon

D. Councilmember Overdier

1) Stahlman Ave. & Highway 98 Intersection

2) Marler Bridge

E. Councilmember Marler

F. Councilmember Destin

G. Councilmember Morgan

H. Mayor Gary Jarvis

1) Public Beach Initiative

I. Land Use Attorney

J. City Attorney

1) Clarification of Design Work to be Continued and/or Discontinued

8. ADJOURN

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

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

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

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

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

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

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

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

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

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

MINUTES
SPECIAL MEETING
DESTIN CITY COUNCIL
OCTOBER 25, 2018
DESTIN CITY HALL
ANNEX COUNCIL CHAMBERS
5:15 PM

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

Destin City Council

Mayor Gary Jarvis
Councilmember Rodney Braden
Councilmember Chatham Morgan
Councilmember Prebble Ramswell
Councilmember Parker Destin
Councilmember Skip Overdier
Councilmember Cyron Marler

Destin City Staff

Interim City Manager Lance Johnson
Acting Community Dev. Director Steve Schmidt
Public Information Manager Doug Rainer
City Clerk Rey Bailey
IT Manager Webb Warren
City Attorney Kyle Bauman

CALL TO ORDER

Mayor Gary Jarvis called the meeting to order at 5:15 PM. He called for a moment of silence; followed by the Pledge of Allegiance.

NEW BUSINESS

1. Consider, or Approve Employment Related Agreement

The City Attorney noted that the City Manager had asked them to negotiate this employment settlement agreement. He continued that the highlight term of this agreement is in Section 4(b) where the employee is to receive a severance benefit equal to 16 weeks of pay. The other provision that the Council needs to be aware of is in paragraph 5, which is a non-disparagement agreement for both the employee and employer. Paragraph 10 of the agreement contains a provision prohibiting Mr. David Campbell from divulging confidential information of the City for a period of two years following the execution of this separation agreement; adding that the rest are pretty much standardized language in a contract. He asked the Council to approve the agreement, give the direction to terminate Mr. Campbell, or renegotiate the agreement.

Councilmember Braden moved to approve the agreement; seconded by Councilmember Ramswell.

The Mayor asked if any member of the Council has inquired into this matter.

Both Councilmember Morgan and Councilmember Ramswell stated they have spoken with the Interim City Manager about this issue in private.

The Mayor called for a vote on the motion, which passes 6-0 (Council members Morgan, Destin, Marler, Overdier, Ramswell and Braden voted "yes"; Councilmember Dixon was absent from the meeting).

ADJOURNMENT

Having no further business at this time, the meeting was adjourned at 5:25 PM.

_____

Gary Jarvis, Mayor

ATTEST:

_____

Rey Bailey, City Clerk

MINUTES
SPECIAL MEETING
DESTIN CITY COUNCIL
OCTOBER 22, 2018
DESTIN CITY HALL
ANNEX COUNCIL CHAMBERS
5:20 PM

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

Destin City Council

Mayor Gary Jarvis
Councilmember Rodney Braden
Councilmember Chatham Morgan
Councilmember Prebble Ramswell
Councilmember Parker Destin
Councilmember Skip Overdier
Councilmember Cyron Marler

Destin City Staff

Interim City Manager Lance Johnson
Acting Public Works Director Tim Pietenpol
Acting Community Dev. Director Steve Schmidt
City Clerk Rey Bailey
Land Use Attorney Kimberly Kopp
City Attorney Kyle Bauman

CALL TO ORDER

Mayor Gary Jarvis called the meeting to order at 5:20 PM.

NEW BUSINESS

1. Consider, or Approve Employment Related Agreement

The City Attorney announced the final employment agreement is not ready for Council's review and approval; but, it should be finalized within the next two days. He asked Council to continue this item to Thursday, October 25, 2018.

Councilmember Destin moved to continue this item to Thursday, October 25, 2018, at 5:15 p.m., seconded by Councilmember Ramswell.

Councilmember Ramswell asked if the Council has been provided a copy of the agreement to review.

The City Attorney stated that the Council has not been provided a copy of the agreement.

The Mayor stated that he only received a telephone call advising him that Mr. David Campbell has been placed on administrative leave.

Councilmember Ramswell stated she has not received any calls at all.

The Mayor called for a vote on the motion, which passes 5-1 (Council members Morgan, Destin, Marler, Overdier and Ramswell voted "yes"; Councilmember Braden voted "no"; Councilmember Dixon was absent from the meeting).

ADJOURNMENT

Having no further business at this time, the meeting was adjourned at 5:25 PM.

_____

Gary Jarvis, Mayor

ATTEST:

_____

Rey Bailey, City Clerk

MINUTES
REGULAR MEETING
DESTIN CITY COUNCIL
JULY 16, 2018
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 Chatham Morgan
Councilmember Parker Destin
Councilmember Cyron Marler
Councilmember Tuffy Dixon
Councilmember Rodney Braden
Councilmember Prebble Ramswell
Councilmember Skip Overdier

Destin City Staff

City Manager Carisse LeJeune
Community Dev Director Jennifer Bryla
Deputy City Manager Steve Schmidt
Parks & Recreation Director Lance Johnson
Public Information Manager Doug Rainer
Use Attorney Kimberly Kopp
Deputy City Clerk Kim Montgomery
HR Manager Karen Jankowski
IT Manager Webb Warren
Finance Director Bragg Farmer
City Attorney Jeffrey Burns

CALL TO ORDER, INVOCATION AND PLEDGE OF ALLEGIANCE

Mayor Gary Jarvis called the meeting to order at 6:00 PM.

AGENDA APPROVAL

Motion by Councilmember Marler, seconded by Councilmember Ramswell, to move agenda item 4G - *Third Amendment to City Manager's Employment Agreement* – up for discussion before the approval of the minutes passed 7-0 (Council members Morgan, Destin, Marler, Overdier, Dixon, Ramswell and Braden voted "yes").

Motion by Councilmember Destin, seconded by Councilmember Marler, to continue agenda item 4F – *Library Director Confirmation* – to the next meeting passed 7-0 (Council members Morgan, Destin, Marler, Overdier, Dixon, Ramswell and Braden voted "yes").

Motion by Councilmember Ramswell, seconded by Councilmember Destin, to add "*Consideration by the City Council of a settlement agreement in the floodplain code enforcement cases"* under the Land Use Attorney portion of the agenda passed 7-0 (Council members Morgan, Destin, Marler, Overdier, Dixon, Ramswell and Braden voted "yes").

Next item discussed was agenda item 4G – *Third Amendment to City Manager's Employment Agreement.*

1. APPROVAL OF MINUTES

A. Approval of minutes of June 28, 2018 special city council meeting
B. Approval of minutes of June 18, 2018 regular city council meeting
C. Approval of minutes of June 13, 2018 special city council meeting
D. Approval of minutes of June 4, 2018 city council executive session

Councilmember Braden moved to approve meeting minutes as listed above; seconded by Councilmember Marler. Motion passed 7-0 (Council members Morgan, Destin, Marler, Overdier, Dixon, Ramswell and Braden voted "yes").

2. PROCLAMATIONS / RECOGNITIONS / **SPECIAL PRESENTATIONS/ ANNOUNCEMENTS

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

Ms. Teresa Hebert, Chair of the Parks and Recreation Committee, addressed the issue relating to the decision to put in abeyance the 90% plan for Clement Taylor Park. She stated that the grant money for the construction of the park has already been set aside. She also stated that the committee wants to know the reason they were not included in the discussion to add a new fire station boat lift in the park plan.

Councilmember Dixon stated that nothing has been approved with regards to the park. They are delaying the decision to allow the fire district time to have some input on where they intend to locate the new fire station.

Ms. Hebert noted that State Legislature allows a grant for a public park; and that to put in a fire station boat lift takes away that grant funding and makes it no longer a free park for the City of Destin. She asked that the Parks and Recreation Committee be included in the discussion on this issue.

Councilmember Destin stated that it was never the Council's intention to keep the committee in the dark about this issue. He encouraged the committee to coordinate closely with both the Land Use Attorney and City Attorney who are looking into legal matters as they relate to the park.

Councilmember Braden agrees this issue needs to come before the Parks and Recreation Committee.

Mr. Steve Menchel, a Destin resident, noted that the Council recently amended Resolution 17-24, *Rules and Procedures for Council Meetings*, and adopted Resolution 18-15. The purpose of the revision is to "*create efficiencies and streamline the City Council process, afford shorter meetings, making them more attractive for citizens to attend and allow for greater public participation and resolutions of concerns to an efficient public process*." He stated that the change takes away the right of the citizens that attend the entire City Council meeting, with no intention of speaking, but based on something that transpires during the course of the meeting, decide to speak at the end during the public comments portion of the agenda. He also stated that taking away the public's right to speak at the end of the meeting has had little to no

impact on the length of the Council meetings. He asked the Council to reconsider reinstating the Comments from the Audience portion of the agenda giving the public the opportunity to speak at the end of the meeting if they so desire.

Mr. Menchel would also like to get some information regarding the current protocol and procedures for code enforcement if there were any parking and noise issue at night.

The Mayor stated that they could discuss this issue at the next Council meeting. Staff could also post something on line that informs the average citizen with code enforcement issue who to call and when to call to report the violation.

4. CITY MANAGER REPORTS

A. Medical & Ancillary Benefit Renewals

The Human Resources Manager Karen Jankowski explained the employee ancillary benefits (dental, vision, disability, indemnity and life) through Guardian as well as the employee health benefits that have been provided by Blue Cross Blue Shield/Florida Blue as outlined in the staff report.

Councilmember Ramswell moved to authorize the City Manager to renew existing ancillary benefits with Guardian and to accept Florida Blue's proposal of PPO Plan 05904, with its companion Health Savings Account Plan to be effective September 1, 2018; seconded by Councilmember Marler.

Councilmember Braden asked about the deductible amount for the plan.

Mr. David Barton, the City's Medical and Ancillary Benefit consultant, replied the deductible is $2500. It is an 80 percent co-insurance plan, with a maximum out-of-pocket of $6,000.

The Mayor called for a vote on the motion, which passes 7-0 (Council members Morgan, Destin, Marler, Overdier, Dixon, Ramswell and Braden voted "yes").

B. Transmittal of required 2017 Biennial Transportation District Monitoring Report

The City Manager explained that the transportation element of the City's Comprehensive Plan provides goals, objectives and policies for continued implementation of the Multi-Modal Transportation District (MMTD) within the City. The City conducts a traffic count study during peak season each year; and that they are required to submit a Transportation District Monitoring Report every other year.

Councilmember Ramswell moved to accept the Biennial Multi-Modal Transportation District Monitoring Report and authorize staff to send it to the appropriate reviewing agencies. Councilmember Marler provided a second to the motion. Motion passed 7-0 (Council members Morgan, Destin, Marler, Overdier, Dixon, Ramswell and Braden voted "yes").

C. City Manager Search & Recruitment Process

Human Resources (HR) Manager Karen Jankowski explained the following options for securing the services of a full-time City Manager.

- Internal Recruitment – This option requires the HR Manager to devote a lot of time to the process involving advertising initial screening, evaluating, in-depth screening, reference checks, interviewing and recommending candidates to the Council
  - Advantages – Cost. Although there are costs associated with advertising and background investigations, approximately $3,000 to $7,000, cost savings may be obtained by utilizing free job postings through such agencies as the Florida League of Cities and Florida City and County Management Association
  - Disadvantages – Time to fill will most likely be protracted. Limited applicant pool. Lack of first-hand information of candidates making "good fit" difficult
- Search Committee – This option requires that Council appoints a search committee that has global knowledge of the need of the City, Council's desires in a candidate and has knowledge of the staff and organization
  - Advantages – Cost. The cost involved is somewhat the same as those incurred by internal recruitment
  - Disadvantages – Time to fill is most likely greater than that of internal recruitment due to the added coordination requirements involved with a committee. Limited applicant pool. Likely requires heavy time expenditure of Mayor and Council.
- Search Consultant Firms – This option requires the selection of a professional search firm. This alternative was utilized by the City to recruit in 2011
  - Advantages – Professional search firms have resumes on file and offer greater knowledge of the candidate pool. Many prospects are personally known by consultants and remain in contract. Consultants can professionally asses the needs of the City and that of the City Council
  - Disadvantages – Cost (estimated between $18,000 to $25,000)
- Senior Advisor Program (FCCMA/ICMA) – The FCCMA and ICMA jointly offer senior advisors who are counselors to local governments with a council-manager or commission-manager form of government. Retired managers assist the council with designing the right advertisement. Senior advisors continue to offer counseling services after the new manager is placed
  - Advantages – Cost. The cost involved is somewhat the same as those incurred by internal recruitment
  - Disadvantages – Limited applicant pool. Will likely require more time of Mayor and City Council.

Councilmember Overdier noted that he has spoken to a Mr. Buzz Eddy, a senior advisor for FCCMA, and a former City Manager for the City of Gulf Breeze. Mr. Eddy is highly recommended. He has 35 years' experience in city and county management field. With regards to this program, FCCMA senior advisors can come to the City and provide recruiting assistance to the City at no cost to the City. They could also assist the City in finding an interim city

manager prior to hiring a full-time city manager, since they only have less than a month before Ms. Lejeune's term with the City expires. He further stated this is not an easy process and they should take as much time as necessary to find the right person to serve as City Manager. He recommends contacting FCCMA and inviting Mr. Eddy to attend the next Council meeting and discuss the process involved in this program.

Councilmember Destin stated that he supports Councilmember Overdier's recommendation and suggests scheduling a special meeting to further discuss this matter prior to their next regularly scheduled Council meeting.

The City Attorney noted that the Mayor or three Council members can call a special meeting.

The City Manager stated that Ms. Jankowski, as the City's HR Manager, can reach out to FCCMA and Mr. Eddy.

D. Establishment of the FY2019 Tentative Millage Rate and Budget Public Hearing Dates

According to the City's Finance Director Bragg Farmer, they received the tentative value rate which came in at $5,035,622,039, which is a 6.42% over the last calendar year. They have to set the millage rate tonight as a tentative rate, after which they can decrease but not increase this rate. He also noted that by statute, the City must hold public hearings on the budget and the City's meeting may not be on the same date as that of Okaloosa County Board of Commissioners or the Okaloosa County School Board.

Councilmember Overdier moved that Council set the tentative millage rate for ad-valorem taxes at 1.6150 mills which is more than the rollback rate of 1.5520 mills and confirm the date and times of the public hearings for the Fiscal Year 2019 Budget on September 5th and 17th, 2018 at 6:00 PM. Councilmember Dixon provided a second to the motion, which passes 7-0 (Council members Morgan, Destin, Marler, Overdier, Dixon, Ramswell and Braden voted "yes").

E. City Council Approval of the 2018 Annual Transportation Concurrency Analysis Scope Of Services

Community Development Director Jennifer Bryla explained that the objective of this effort is to document existing conditions and monitor the operating conditions of the City's vehicular segments. Reporting the City's multimodal condition is a continuing exercise for the City and is included in the scope of services from both of the City's consulting firms. Staff has requested Scope of Work Proposals/Costs from both of the City's continuing services provider for Planning and Transportation Planning Services. The costs submitted by the RPG firm came in at a much higher rate than that of the 3TP Ventures' rate; and so staff recommends securing the services of 3TP Ventures.

Councilmember Braden inquired as to the difference between the two rates; to which Ms. Bryla replied approximately $8,000 separation.

Councilmember Overdier moved to accept the Scope of Services for the 2018 Annual Transportation Concurrency Analysis with 3TP Ventures and contract for the traffic counts in Fiscal Year 2018 for $8,244 and budget for the additional services of $24,425 in for Fiscal Year 2019; seconded by Councilmember Marler. Motion passed 7-0 (Council members Morgan, Destin, Marler, Overdier, Dixon, Ramswell and Braden voted "yes").

F. Library Director Confirmation

This item was pulled from the agenda and will be continued to the August 6, 2018 Council meeting.

G. Third Amendment to City Manager's Employment Agreement

The City Attorney Jeff Burns noted that this employment agreement was prepared by the City Manager Carisse LeJeune's attorney. He has reviewed and made minimal changes by adding some clarifications to the document. He explained that the additional weeks of payment to the City Manager would not include retirement contribution, but they are for both the non-compete and mutual release clauses which are included in the agreement. Mr. Burns also pointed out that the agreement included a statement that to the extent permitted under the law, or by the City's health insurer, the City Manager shall remain on the City's health insurance policy for the remainder of the year.

Councilmember Overdier expressed that he felt insulted by the way this entire process has been handled. It appears that some members of the City Council had some concerns about the performance of the City Manager. The City Manager was given a good performance review and was afforded a pay raise in January 2018. It seemed there had been some issues that came about since that time. He continued that under the Florida Sunshine Law, members of the Council cannot discuss any matters that could conceivably be brought before them outside of a public meeting. However, no one bothered to place this issue on the agenda for discussion until their last meeting when 4 members of the Council decided that things had gotten so bad that it was time to terminate the City Manager's employment. He stated that this is insulting to him, to the City Manager and to the citizens of Destin. He added that he spent 30 years in the Air Force; and that he took an oath to defend the constitution of the United States against all enemies foreign and domestic. He served in different countries including Vietnam. When they came back from Vietnam, some of the people in the United States, whose rights they promised to defend, spit on them. He felt insulted then, and it is exactly how he feels now.

The Mayor asked for a motion before they proceed further in this matter.

Councilmember Destin moved to accept the 3rd amendment to the City Manager's employment agreement and to accept her resignation; seconded by Councilmember Morgan.

Councilmember Dixon explained that he previously voted not to terminate Ms. LeJeune's employment because they have had a good professional relationship, and that he personally enjoyed working with her. But, Ms. LeJeune has indicated to him during their previous discussions that she was ready to move on; and for that reason, he would support this

employment agreement. He added there is no reason for them to argue back and forth on this issue.

Councilmember Marler stated that unlike other members of the Council, he has never had any problems with Ms. LeJeune; and that when this issue was discussed at the previous Council meeting, it was revealed that a member of the Council and the City Attorney created this amendment to the employment agreement without prior approval by the entire Council. He feels this is inappropriate because when they hire a City Manager, they usually authorize the Mayor to negotiate the terms of the agreement. He was not happy with what has taken place; and neither were some of the citizens of Destin. He continued that the Council is a legislative body; and that they hire a City Manager to be an administrator making sure that the rules they create are enforced. He also stated there have been some occasions when a member of the Council called out a City staff member in a public forum, instead of presenting their concerns to the City Manager for appropriate action. That action is not only unfair to that individual, but it also puts the City in the risk of facing libel charges. He added that during his conversations with Ms. LeJeune, she has expressed the desire to leave because she knew she would no longer have the full confidence of this Council.

The Mayor stated that Ms. LeJeune has been the utmost consummate professional; adding she does not have to defend herself. She has been successful in the past, and that she will be successful no matter where she goes.

The Mayor announced he will now allow the public to comment on this issue.

Mr. Larry Williges, a Destin resident and former Council member, stated that for the 26 years he had lived in Destin, and for the 12 years he served on the Council, he has been proud to be a Destin resident. He stated he no longer feels that way after what he considers a "public lynching" of the City Manager. He continued that he is not challenging the Council's authority to terminate the City Manager's employment, but he objects to the manner in which it was done. Not only did the Mayor and the other three members of the Council feel they have been blindsided with what has transpired tonight, but the other Council members were quick to respond with petty reasons to seek removal of the City Manager. He asked if these Council members had a one on one meeting with the City Manager, informing her of her apparent shortcomings and allowing her to take corrective actions prior to endorsing this resignation/removal activity. He noted that a few months ago, the City Council granted Ms. LeJeune a merit pay increase based on her job performance; and now five months later, they seek for her removal. He added that while he served on the Council, he never thought that an individual Council member had the authority to direct the City Attorney to perform any action without the vote of the entire Council to perform such action.

Mr. Ron Sandstead, a Destin resident, stated that the citizens of Destin voted a diverse group of individuals to be in the City Council and they are expected to exercising their best judgement; and though he does not have all the facts relating to the issue at hand, he is confident the City Council is trying to do what they think is right.

Capt. Mike Parker, a Destin resident, stated that the way this situation was handled disturbed a lot of the citizens of Destin. It seemed four members of the Council knew what was going on, and that the rest, including the Mayor were uninformed; which gives a bad appearance with the public and a possible Sunshine Law violation.

Having no further comments from the public, the Mayor called for a vote on the motion, which passes 6-1 (Council members Morgan, Destin, Marler, Dixon, Ramswell and Braden voted "yes"; Councilmember Overdier voted "no").

Ms. LeJeune thanked all the members of the Council for giving her the opportunity to serve the City of Destin. She also thanked the City staff and wished everyone – staff, Council and citizens – the absolute best.

Following this item, the Council moved on to agenda item 1 – *Approval of the minutes.*

5. PUBLIC HEARINGS

A. Second reading of Ordinance 18-09-LC. The proposed Ordinance would amend Article 8 – TRANSPORTATION. This is City of Destin initiated amendment

The City Attorney read proposed ordinance 18-09-LC by title, and then presented it to the City Council on first reading.

> AN ORDINANCE OF THE CITY OF DESTIN, FLORIDA PROVIDING FOR MODIFICATION TO ARTICLE 8 – TRANSPORTATION; PROVIDING FOR AMENDMENTS TO VEHICLE PARKING STANDARDS; MODIFICATIONS TO HANDICAPPED PARKING WITHIN RECREATIONAL LAND 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.

According to Ms. Bryla, they have removed the requirement for handicapped parking for the neighborhood parks. The code currently states that recreational facilities need to provide one handicapped parking space. Some code provisions are also being amended so that it is not an automatic reduction in the amount of parking required to have on site. The code currently states that up to 20% reduction in parking requirement may be given if other means to contribute to the multi-modal transportation network are provided. She continued they are also eliminating all references to Tier 2 and Tier 3, taking out the ability for some of the harbor district to have some off-premise parking, making it consistent with the rest of their multi-modal transportation language in the comprehensive plan.

Councilmember Destin stated that when they discussed this issue a few weeks ago, Council requested they schedule a workshop to further discuss this specific topic. He continued he would not be able to support this ordinance in its current form because he wants to be able to fully understand all the parking provisions contained in it.

Councilmember Braden stated he would support having a workshop session on this topic because he also has several questions about the language in the ordinance.

Councilmember Morgan supports modifying the handicapped parking standards and on-board with grasping a better understanding of the parking reductions.

Councilmember Ramswell agrees with having a workshop session on this topic. She noted that Article 8 discusses modifications of Old Destin and Crystal Beach multimodal

districts sub-area parking reduction options to include the possibility of reducing up to 80 percent of the maximum required number of parking spaces, which is disconcerting to her considering the current problems they have in those areas.

At this time, the Mayor opened a public hearing to receive comments for or against the proposed ordinance. Seeing none, the Mayor closed the public hearing and turned the matter over to the City Council for further discussion and consideration.

Councilmember Destin moved to table Ordinance 18-09-LC and instruct Staff to set a special workshop on this specific ordinance as soon as possible; seconded by Councilmember Overdier. Motion passed 7-0 (Council members Morgan, Destin, Marler, Overdier, Dixon, Ramswell and Braden voted "yes").

6. *CONSENT AGENDA

A. 3817 Indian Trail New Marine Construction for SingleFamily Residence
B. 3819 Indian Trail New Marine Construction for SingleFamily Residence
C. 3943 Indian Trail New Marine Construction for SingleFamily Residence
D. Airport Road between Quail Circle and Mattie M. Kelly Blvd Safety Upgrade Project Resolution 1821
E. Approval for Mayor to sign Minor Replat for Cross Street Subdivision Phase II on behalf of the Destin City Council
F. Sibert Avenue Pay to Park Project

Councilmember Destin asked for some explanations of Consent Agenda 6F – *Sibert Avenue Pay to Park Project.*

The City Engineer David Campbell explained that this property is located adjacent to the City's memorial cemetery on Sibert Avenue. They designed a gravel parking area with approximately 50 parking spaces. The City's continuing services contractor, H&T Constructors, LLC submitted a quote for this project to make the lot ready for the pay-to-park program. It would be included in the same zone as the current Zerbe/Sibert parking lot. The contractor will be given 60 days to complete the project, but it is anticipated it will take less than 30 days weather permitting.

Councilmember Marler suggests they pull this item, treat it separately, and vote to accept the other items under the Consent Agenda.

Councilmember Marler moved to approve Consent Agenda items 6A thru 6E, as printed above; seconded by Councilmember Overdier. Motion passed 7-0 (Council members Morgan, Destin, Marler, Overdier, Dixon, Ramswell and Braden voted "yes").

Councilmember Marler suggests they get rid of the apps system for the pay-to-park program and to actually put an attendant in place to collect fees starting next year if not this year. He continued that some phones would not accept the apps and it would be more beneficial to all to have parking lot attendants in these parking lots especially during spring break and the 100 days of summer.

Councilmember Braden stated that another viable option is to have parking lot kiosks by which people will have the option of paying by cash or credit card for parking.

Councilmember Morgan moved to authorize the City Manager to execute a work order for the Sibert Avenue Pay-to-Park Project with H&T Constructors, LLC in the amount of $56,102.70; seconded by Councilmember Marler.

Mr. Campbell informed the Council they have received one submittal for the Request for Qualifications (RFQ) for the pay-to-park project from the Structured Parking Solutions. It would be brought before the City Council in their first meeting in August. It would be a perfect opportunity to discuss all the topics that were discussed tonight. This project would be a concerted effort between the City Council and the citizens of Destin.

Motion passed 7-0 (Council members Morgan, Destin, Marler, Overdier, Dixon, Ramswell and Braden voted "yes").

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

A. Councilmember Braden

Councilmember Braden expressed his desire to appoint Mr. Jason Klosterman to the Local Planning Agency.

Councilmember Destin moved to set aside the order of the day; seconded by Councilmember Dixon. Motion passed 7-0 (Council members Morgan, Destin, Marler, Overdier, Dixon, Ramswell and Braden voted "yes").

Councilmember Braden moved to appoint Mr. Jason Klosterman to the Local Planning Agency; seconded by Councilmember Dixon. Motion passed 7-0 (Council members Morgan, Destin, Marler, Overdier, Dixon, Ramswell and Braden voted "yes").

B. Councilmember Ramswell

Councilmember Ramswell complimented the City Manager and the City's Parks and Recreation Department for how well the pathways on Indian Bayou Trail look, as well as for bringing in another major baseball tournament to the City.

Councilmember Ramswell stated that under the City Charter, the City Council is allowed to bring to the City Manager concerns they have over certain staff. She feels it is important for her to bring these concerns forward because she feels it has escalated and become something that could potentially be a liability to the City; and that it is regarding the Deputy City Manager that could potentially be in a position of City Manager. She stated that Council cannot discuss anything outside of public meetings; and so for things like this, this is really the only opportunity.

Councilmember Ramswell stated that she came across a reference letter by the Deputy City Manager on October 29, 2015. It is letter of recommendation for the Destin Fishing Fleet, and that it was done on City letterhead by the Deputy City Manager essentially writing a recommendation for them to obtain a Fisheries Research Grant. Her concern with that was it has only been a few years ago that the City's Community Development Director actually signed a document in favor of a citizen in an active case which actually led to his dismissal from the City. Mr. Greg Kisela, the City Manager at the time, stated that City employees should always strive

to not put themselves in a position that appears that they are choosing sides on a matter. She feels this is an example of that because they certainly do not write letters of recommendation for citizens or people to obtain grants. She stated that this was very concerning to her, and that she submitted it and did not really get any follow up on it.

Councilmember Ramswell stated there have been several other things that are concerning. She was also privy to information that the Deputy City Manager had spoken with a representative at the DEP who had asked for a City position on slips the neighbor, the BI, Inc. slips that were being applied for with a submerged land lease. The Deputy City Manager said at the time that the City is in a settlement and they do not have a position right now. When the DEP representative asked if they were not in a settlement whether the City would have a problem with the lease, the Deputy City Manager apparently said that he thinks the City would have a problem with it. Councilmember Ramswell stated that the only people that can issue an opinion on something like this is this Council after discussion and a vote. It has to be discussed and considered amongst all the Council members. Nobody should be rendering an opinion one way or another especially on something that is in dispute and subject to litigation.

Also, according to Councilmember Ramswell, they have had several meetings in June having to do with the Harbor CRA with a lot of discussions with their appointees to this committee. Staff liaisons to these committees are tasked with relaying information back and forth and providing whatever necessary information is requested and needed. Members of the Harbor CRA Advisory Committee have expressed to the Council they have asked the Deputy City Manager repeatedly for documents and to bring different things to them. Minutes of their meeting clearly show where information was requested and never received. She also stated that the Deputy City Manager provided inaccurate and contradictory information; to which even the Council has been a subject. The Council had been given an absolute deadline to approve the plans or lose the funding; and then a year later they hear a differed date while the application has not even been submitted. She also noted that on April 12, 2017, the Deputy City Manager told the Harbor CRA Advisory Committee that the 90% plans were presented to the FCT when it was actually the 60% plans that were submitted. And while this may not seem like a really big deal, it has actually turned into something big because there have been some arguments about the exact percentage of the plan that went forward, and who have seen and actually approved these plans. On July 12th, the Deputy City Manager told the committee that the park was officially funded and work would begin once it is approved by the Council even though it has not yet been officially funded. They are still waiting on the release of funds. On October 11th, the Deputy City Manager told the committee he was going to bring them the plans they have been asking for before their next meeting. By November 8th, no plans have been provided and the committee continued to ask for copies of these plans. He then told the committee that the application had to go back to the Federal Treasury. December came along and the committee still had not received the plans and documents they have requested. Some members of the committee attended a Council meeting and expressed their frustration to the Council.

Councilmember Ramswell further stated that the Deputy City Manager has been with the City for years and should know better; and that she is concern about the potential problem that may occur if he is put in a position serving as City Manager. She added that as much as she hates doing it, she is making this statement publicly so that the rest of the Council and the Mayor would know what she knows and the concerns she has for the potential liability the City could face.

The Mayor asked if Councilmember Ramswell would like to take this issue up and make it an agenda item for a future meeting.

Councilmember Ramswell stated that the City Manager and not the Council has the authority to hire and fire a City staff member; adding that she is merely expressing her concern about this situation.

C. Councilmember Dixon
D. Councilmember Overdier
E. Councilmember Marler
    1) Crab Island Water Taxi

Councilmember Marler asked if Crab Island water taxis have a business tax receipt (BTR) and an address at the City of Destin since they are cruising around the docks and using the slips at the Royal Melvin Heritage Park.

According to the City Manager, they have removed the "water taxi" signs from those slips; and that there have been a lot of open-ended issues regarding water taxis. The BTR Equity Study Commission addressed the water taxi issue to enable them to establish criteria for BTR for water taxi. Unfortunately, the BTR ordinance has been delayed and so the Council has not been able to address that issue and there is no clear direction for staff regarding water taxis and shuttles.

Ms. Bryla stated that she has met with the individual in-charge of the water taxis. Though the City's current BTR ordinance would not require him to secure a BTR because his address is not within the City of Destin, she informed him they are prohibited from picking up fares in public spaces because they cannot render private gain in public property. They need to have an address from which to operate and apply for a BTR. She continued that this individual informed her he had worked out some kind of a deal for parking. She then asked him to bring in the agreement so they could be vetted through the City's Land Use Attorney and City Attorney to make sure it is consistent with City code.

Councilmember Destin stated that it creates a dangerous situation. A lot of visitors rent these vessels driven by unqualified operators putting them in harms way; and that according to some of the vendors, the drop off point for the water taxis is a semi-submerged picnic table with "Caution" tape on it. He also stated there is more than one water taxi operating on Crab Island, and that he does not believe they have made any parking arrangements.

Councilmember Marler stated these water taxis have been banned from the Harborwalk Village and several other properties because they are using several different addresses.

Councilmember Morgan stated there are water taxis that operate the right way, and that he would not support any measures that would hinder their ability to do business.

The City Manager noted that the BTR Equity Study Commission provided some recommendations to the City Council; and that a proposed ordinance was created and pending the attorneys' review. Once the ordinance is brought forward, the Council could then decide if the recommendation is sufficient to provide direction to staff.

According to Councilmember Braden, the City ought to be able to do take action if these water taxis are operating out of a City property.

The City Manager stated they could take action because their code prohibits commercial activities on City parks. They have contacted the Sheriff's Department on occasions and they immediately sent out a marine unit to deal with the problem. However, they currently do not have anything on the books to regulate water taxis.

F. Councilmember Destin
G. Councilmember Morgan
H. Mayor Gary Jarvis
I. Land Use Attorney

The Land Use Attorney provided the Council a copy of the proposed settlement agreement related to the flood plain code enforcement cases for the properties not in compliance with the flood plain ordinance. They previously held an executive session where the Council directed a certain settlement agreement; which is basically put into writing. She stated that Mr. David Theriaque, the attorney for the respondents, had requested one change be made to the agreement at the request of one of his clients. The new flood plain ordinance has a more stringent requirement changing from one foot to two feet the distance for the first floor to be legal. Because one client needs handicapped accessibility on the first floor but wanted to come into compliance with the current code. He asked that one property be grandfathered in; otherwise, he would be unable to come into compliance.

The Mayor asked that this item be placed on the next agenda to give the Council enough time to review the document. There were no objections from the City Council.

1) Discussion of HB 631 (2018), relating to recreational customary use of beaches.

The Land Use Attorney noted that a new law was recently enacted governing recreational customary use on the beach. The law basically provides that the city cannot adopt a customary use ordinance unless the ordinance is validated by the courts. In order to adopt the customary use, the City must first hold a public hearing on its intent to affirm customary use in the area with notice to all the affected property owners as detailed in the statute. Within 60 days of the public hearing on the city's intent to affirm customary use on the beach, the city would be required to file a lawsuit for the court to affirm that the customary use being sought meets statutory requirements; which is ancient, reasonable, without interruption and free from dispute. All affected property owners would have to be noticed of the lawsuit to afford them enough time to intervene in the lawsuit. She also stated that some counties have been grandfathered in – namely St. John and Volusia counties. At this point, the Walton County ordinance has been invalidated. The Governor has backtracked a little bit on the statute he signed into law. On July 13th, he issued an executive order that encourages local governments not to restrict public beach access other than for safety reasons.

J. City Attorney

Motion and discussion to ratify all of the motions passed at the June 28, 2018, Special City Council Meeting (public comment should be allowed at the time of the vote on the motion).

The City Attorney asked the Council to ratify all the motions they passed at the June 28, 2018 special city council meeting. He explained that prior to the June 28, 2018 meeting, there was a concern about a potential Sunshine Law violation when two emails that were sent by two members of the Council to the County, and the County responding to those emails; and with those emails being included in the agenda materials. He stated that the Land Use Attorney reviewed this case and determined it was not a violation; but to be safe, the Council needs to ratify the following motions:

- Motion to move forward with developing the Royal Melvin Heritage Park, which passed 7-0.
- Motion for the City Council to have the final approval of the conceptual design and final approval of the final plan of the park prior to any applications being submitted to the County, which passed 7-0
- Motion for the City Manager, City Attorney, Land Use Attorney and the Mayor to meet, discuss and try to work out any issues that they have among them, and report the result of the meeting to the City Council on July 16, 2018, which passed 6-1. This motion is now mute due to other events earlier in this meeting tonight.
- Motion to accept the City Attorney's work with the County Commission advising them to hold up submitting any applications until this board has reviewed and approved the final plan and designs for the park, which passed 7-0.

Councilmember Destin moved to ratify all the motions passed at the June 28th Special City Council Meeting, as listed above, seconded by Councilmember Braden.

The Mayor asked if any member of the public wishes to comment on this matter. Seeing none the Mayor called for a vote on the motion.

Motion passed 7-0 (Council members Morgan, Destin, Marler, Overdier, Dixon, Ramswell and Braden voted "yes").

Having no further business at this time, the meeting was adjourned at 9:00 PM.

_____

ATTEST: **Gary Jarvis, Mayor**

_____

Rey Bailey, City Clerk

Improvements for Parking and Transportation needs within the Harbor District

Memorandum of Understanding Outline

RFP 18-09-PS Public Private Partnership Parking Improvements

November 5, 2018

structured parking solutions

Background

- The SPS team responded to the City RFP18-09-PS seeking a holistic team to solve for parking and other transportation needs for the Destin Harbor District.
- The SPS team was selected by the City Council on August 6, 2018.
- Since being selected the SPS team has meet with City staff, the County, the TDD, stakeholders, and hosted a public forum to collect comments, suggestions, and support.
- The SPS team has developed a three-phased approach:
  Phase One: Continued due diligence efforts, public involvement, creation of a masterplan
  Phase Two: Confirmation of Costs and Schedule
  Phase Three: Implementation of Approved Items
- We are requesting the acceptance of our Memorandum of Understanding (MOU) which authorizes the SPS team to enter into Phase One

Phase One

Phase One: *Due Diligence, Public Involvement, and Creation of a Masterplan*

Event Duration 26 weeks, Cost to City $146,860.00

- ✓ The SPS team will oversee Two Public Meetings as requested by the City Council, one within a Transportation Workshop to present the conceptual Masterplan and one for the final.
- ✓ The City and SPS team will continue stakeholder meetings and coordination efforts with City Staff, FDOT, Citizens, and others.
- ✓ The City and SPS team will mutually develop a conceptual Masterplan.
- ✓ SPS will develop a preliminary budget for the approved Masterplan.
- ✓ The City and SPS team will identify funding sources.
- ✓ The City and SPS team will modify the Masterplan, improvements, and schedules by prioritizing improvements balanced by available funding sources.
- ✓ The SPS team will present the final conceptual Masterplan, implementation schedules for improvements, and potential funding sources to the City Council.

Phase One Deliverables:

1. Phased Masterplan
2. Phased Masterplan Schedule
3. Phased Masterplan Revenue Model

Conclusion

- At the Conclusion of Phase One the City Council will decide which masterplan items will be advanced to Phase Two.
- Phase Two includes sufficient design work to provide City Council with guaranteed pricing and revenue sources.
- The City of Destin will own all studies, findings, designs, and masterplan items

Team Philosophy

Parking and transportation concerns are the first and last experiences most people have when visiting your area.

Our team will maintain this philosophy as we work to improve parking and transportation needs around Destin.

Greg Darden, Director of Business Development

SPS Structured Parking Solutions, LLC
21 S. Tarragona Street | Suite 101
Pensacola, FL 32502
c/ 334. 319.3142 | p/ 850.438.7754 | f/ 850.438.7728
e/ G.Darden@StructuredParkingSolutions.com

structured parking solutions

ITEM # 2018-813

CITY OF DESTIN

AGENDA ITEM

COUNCIL MEETING DATE: November 5, 2018
TYPE OF AGENDA ITEM: City Manager Report

TO: City Council

THRU:

FROM: Lance Johnson, Interim City Manager

DATE:

SUBJECT: Memorandum of Understanding (MOU); Structured Parking Solutions.

I. BACKGROUND: During August, 2018 representatives of Structured Parking Solutions along with city engineering staff held meetings with property owners along the Harbor Boardwalk to discuss parking and transportation problems in the Harbor District.

A public meeting with all interested citizens was subsequently held on September 6th to collect their feedback on parking and other issues related to transportation around the boardwalk and harbor district.

Structured Parking Solutions used the data collected from stakeholders and citizens to craft a Memorandum of Understanding (MOU) for City Council consideration.

If approved by Council, the MOU will be a roadmap to phase in parking and transportation improvements in the Harbor District.

II. DISCUSSION:

- **A. Link to Strategic Goals / Objectives:**
- **B. Effect on Budget (EOB):** $146,860
- **C. Level of Service (LOS):**

III. CONCLUSION:

IV. RECOMMENDED MOTION:

Attachments:

1. FINALCity of Destin and Structured Parking Solution Memorandum of

ITEM # 2018-813

Understanding -- Nov 5 City Council Meeting

MEMORANDUM OF UNDERSTANDING

This MEMORANDUM OF UNDERSTANDING (the "Memorandum") is entered into as of this ___, day of November, 2018 by and between the CITY OF DESTIN, FLORIDA (hereinafter referred to as the "City") and STRUCTURED PARKING SOLUTIONS, LLC, a Florida limited liability company, (hereinafter referred to as "SPS").

WHEREAS, the City issued its Request for Proposals, RFP18-09-PS, (the "RFP") seeking Private Public Partnership for Parking Improvements on March 17, 2018;

WHEREAS, SPS submitted a response to the RFP on June 7, 2018;

WHEREAS, SPS was selected by the City's review committee and formally approved by unanimous vote of the Destin City Council on August 6, 2018 to fulfill the City's requests stated in the RFP; which includes rectifying parking, transportation, and pedestrian-way issues plaguing the City's Harbor District and other areas within the City's municipal boundaries;

WHEREAS, since being selected, SPS has met with the City, stakeholders, and hosted a public meeting to collect preliminary due diligence and develop direction for the next appropriate steps and actions as outlined in the RFP;

WHEREAS, the City and SPS have agreed to execute this Memorandum for the purpose of defining the services to be provided by SPS prior to execution of a definitive Development Agreement (the "Formal Agreement") between the City and SPS and the general content of and scheduling for completion of such Formal Agreement.

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration as further described herein, the mutual receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

A. Project Description, The "Project" shall mean the design, construction, and to-be-determined financing, with potential operation and maintenance of parking garage(s), and other possible improvements including but not limited to pedestrian conveyance programs, signage, road improvements, parking operational improvements, and property purchases or leases, for the purpose of improving the parking/transportation system for the City's Harbor District and potentially other areas of the City, all as mutually agreed upon between the City and SPS at future dates. These improvements will focus on improving parking, safety, congestion, and other transportation related factors plaguing these areas.

B. Phased Memorandum Process. This Memorandum outlines a three-phased approach to limit the City's obligations and liabilities. The phases include an in-depth due diligence and public involvement period, followed by confirmation of budgets and schedules period, and concluded by the Implementation of City approved Scope of Services period.

C. The City has sole approval control for each Phase and whether the parties will move to the next Phase. The City of Destin City Council (the "City Council") is the sole authority with control of

each Phase and no member of the City's staff may agree that any Phase of this Memorandum is complete without the City Council's prior approval. The City Council may close any Phase of this Memorandum and agree to open the next Phase only through a majority vote at a duly noticed regular or special City Council meeting.

D. SPS, its employees, agents, administrators, attorneys, representatives, successors, and assigns, hereby relinquish, waive, and forever discharge any legal claims not arising directly from this Memorandum. This includes but is not limited to all claims rights, demands, actions, or causes of action, of any kind whatsoever, known or unknown, foreseen or unforeseen, foreseeable, or unforeseeable, and any consequence thereof which it may have against the City. This includes, but not limited, to any common law cause of action such as unjust enrichment.

E. The City may terminate this Memorandum at any time and at no expense to the City (except for monies already paid to SPS and for work completed on or before date of termination). Termination of this Memorandum can only be accomplished upon a majority vote by the City Council at a duly noticed regular or special Meeting, and no member of the City's staff has authority to terminate this agreement.

F. Each Phase is explained below and includes a schedule duration period and costs to the City for each respective Phase.

- **Phase One**, *Due Diligence, Public Involvement, and Master Planning*

  Event Duration: estimated 26 weeks, however, the parties shall not close Phase One and open Phase Two of this Memorandum until the City, in its sole and absolute discretion, agrees that Phase One is completed.

  Cost to City: A total of $146,860.00 paid in three equal installments. The first installment of $48,953.33 shall be paid within one week of the execution of this Memorandum. The second installment of $48,953.33 shall be paid within one week of the City's approval the Conceptual Masterplan. The Conceptual Masterplan can only be approved by the City Council by a majority vote at a regular or special Meeting and no member of the City's staff has authority to approve the conceptual Masterplan. If the City does not approve of the conceptual Masterplan, then SPS shall not be entitled to the second and third installments. The third installment of $48,953.34 shall be paid within one week of the City's receipt and approval of the "Phase One Deliverables," as defined below. If the City does not approve the "Phase One Deliverables," then SPS shall not be entitled to the third installment. However, the City shall not unreasonably withhold approval and electing to not continue to the Second Phase does not constitute lack of approval of the Phase One Deliverables. The Phase One Deliverables can only be approved by the City Council by a majority vote at a regular or special Meeting and no member of the City's staff has authority to approve the Phase One Deliverables.

  Outline of Phase One Work:

- The SPS team will oversee Two Public Meetings as requested by the City Council, one within a Transportation Workshop to present the conceptual Masterplan and one for the final.
- The City and SPS team will continue stakeholder meetings and coordination efforts with City Staff, FDOT, Citizens, and others.
- The City and SPS team will mutually develop a Conceptual Masterplan. The "Conceptual Masterplan" is the preliminary plan that is used to vet with the City, stakeholders, and other interested parties to the Project.
- SPS will develop a preliminary budget for the approved Masterplan. The "Masterplan" is the final plan which will be used by the City and SPS throughout the course of the Project.
- The City and SPS team will identify funding sources.
- The City and SPS team will modify the Masterplan, improvements, and schedules by prioritizing improvements balanced by available funding sources.
- The SPS team will present the final conceptual Masterplan, implementation schedules for improvements, and potential funding sources to the City Council.

Phase One Deliverables:

a. Phased Masterplan
b. Phased Masterplan Schedule
c. Phase Masterplan Revenue Model

- **Phase Two,** *Confirmation of Budgets and Schedules*, Completion Schedule and costs will be identified once the final Masterplan and its Scope of Services are accepted. However, the City is under no obligation to accept the final Masterplan and its Scope of Services
  - The SPS team will complete 60% of design and planning, sufficient to develop a Guaranteed Maximum Price (GMP) and schedule.
  - The City and SPS will mutually draft a Development Agreement/Contract (which will include the GMP and scheduling information) (the "Development Agreement"). The Development Agreement is discussed further in Section F of this Memorandum
  - The City and SPS will secure funding sources.
  - The SPS team will submit the Development Agreement with GMP and funding sources to the City Council for approval. The Development Agreement can only be approved by the City Council by a majority vote at a duly noticed regular or special Meeting and no member of the City's staff has authority to approve the Development Agreement.
  - Phase Two shall be closed only by a majority vote of the City Council at a duly noticed regular or special Meeting and no member of the City's staff has authority close Phase Two.

- **Phase Three**, *Implementation of Approved Contract Items*
  - The terms of this Phase will be outlined in the Formal Agreement.

G. Project Documentation. Provided that the City elects to move forward beyond Phase One (as described above), the City and SPS agree to negotiate in good faith in an effort towards executing a Development Agreement (a "Development Agreement") with respect to the findings and suggestions of the SPS team accepted by the City. The City is under no obligation to ever execute the Development Agreement. The Development Agreement can only be approved by the City Council by a majority vote at a duly noticed regular or special Meeting and no member of the City's staff has authority to approve the Development Agreement.

H. Assignability. As identified in the response package, SPS may assign certain rights only to other legal entities owned by or under common ownership with SPS. This process is intended to provide legal separation and reduce City liabilities between this project and other projects being developed by SPS. Additionally, SPS recognizes the City may find it favorable to directly enter into contracts with participating members of the SPS team. If SPS does assign certain rights to other legal entities owned by or under common ownership with SPS, then the assignees are also assigned all of SPS's obligations.

I. Ownership of Services and Materials. At the conclusion and SPS receipt for full payment of each Phase, all materials, data, and findings will belong to the City including all rights and privileges thereto, provided, however, that SPS will not be deemed to have warranted or guaranteed the accuracy of third party materials or reports.

J. Governing Law. Any agreement resulting from this Memorandum shall be governed by the laws of the State of Florida and the venue for any legal action relating to such agreement will be in Okaloosa County, Florida.

K. Independent Contractor. SPS and Its Consultants will conduct business as an independent contractor under the terms this Memorandum. Personnel services provided by SPS shall be by employees of SPS and subject to supervision by SPS, and not as officers, employees, or agents of the City. Personnel policies, tax responsibilities, social security and health insurance, employee benefits, purchasing policies and other similar administrative procedures applicable to services rendered under this Memorandum shall be those of SPS.

L. Further Assurances. The City and SPS will (i) furnish, upon request to each other, further information, (ii) execute and deliver documents to each other, and (iii) do other acts and things, all as the other party may reasonably request for the purpose of carrying out the intent of this Memorandum and the documents referred to in this Memorandum.

M. Waiver. No waiver of any provision hereof shall be effective unless made in writing and signed by the waiving party. The failure of any party to require the performance of any term or obligation of this Agreement, or the waiver by any party of any breach of this Agreement, shall not prevent any subsequent enforcement of such term or obligation or be deemed a waiver of any subsequent breach.

N. Construction. The parties have participated jointly in the negotiation and drafting of this Memorandum. In the event an ambiguity or question of intent or interpretation arises, this Memorandum shall be construed as if drafted jointly by the parties and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Memorandum.

O. No Member Liability. The members of the governing board of the City, shall not be liable personally nor shall be subject to any accountability for reason of the execution of this Memorandum by the City or any executing authority of the City for any act pertaining to this Memorandum.

P. Attorney's Fees and Costs**.** If litigation is instituted seeking to enforce the terms of this Agreement, or in any way related to this Agreement, then the prevailing party shall be entitled to recover its reasonable attorney's fees and costs incurred in the litigation, including fees and cost incurred in any resulting appeal, and any fees and costs incurred litigating entitlement to and the reasonableness of any attorney's fees and costs.

Q. JURY TRIAL WAIVER. IN THE EVENT THAT LITIGATION IS FILED BY ANY PARTY TO ENFORCE ANY TERMS OF THIS AGREEMENT, THEN ALL PARTIES AGREE THAT THEY HEREBY WAIVE ANY RIGHT TO A JURY TRIAL ON ANY ISSUES ARISING OUT OF THIS AGREEMENT.

R. Notices. A notice communication and delivery under this Memorandum will be made in writing signed by the person making it and will be delivered only in person or by a nationally recognized next business day delivery service.

S. Public Records. SPS shall comply with Florida Public Records Laws, specifically to:

(a) Keep and maintain public records that ordinarily and necessarily would be required by the City of Destin in order to perform the service.

(b) Provide the public with access to public records on the same terms and conditions that the City of Destin would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or as otherwise provided by law.

(c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.

(d) Meet all requirements for retaining public records and transfer, at no cost, to the City of Destin all public records in possession of SPS upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the

City of Destin in a format that is compatible with the information technology systems of the City of Destin.

Accepted and Agreed:

CITY OF DESTIN, FLORIDA	STRUCTURED PARKING SOLUTIONS, LLC
By:_____	By:_____
Its:_____	Its:_____

ITEM # 2018-811

CITY OF DESTIN

AGENDA ITEM

COUNCIL MEETING DATE: November 5, 2018
TYPE OF AGENDA ITEM: City Manager Report

TO: City Council

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

FROM: Karen Jankowski, HR Manager

DATE: October 22, 2018

SUBJECT: Re-Classify Planning Technician Position

I. BACKGROUND: Currently for the FY19 Budget, the Planning Division is budgeted for two Planner positions and one Planning Technician position. We are in the final stages of filling the Planner vacancy.

II. DISCUSSION: We request that the Planning Technician position be re-classified as a Planner position allowing the Planning Division to maximize their essential duties and responsibilities.

A. Link to Strategic Goals / Objectives:

B. Effect on Budget (EOB): The effect on budget would be $14,266.00 annually with benefits. Due to the current Director and Planner vacancies, it will not require a budget amendment for the funds required for the re-classification.

C. Level of Service (LOS): Continuity of services during high staff turnover has shown that there is a need for an additional Planner to be able to provide the standard level of services.

III. CONCLUSION: The City and its Planning staff have a tremendous amount of work on the horizon as well as on their current work plans. Providing a re-classification of this staff position would greatly assist the department to provide the level of service our customers deserve.

IV. RECOMMENDED MOTION: I move Council authorize the City Manager to re-classify the Planning Technician position to a Planner position.

Attachments:
None

ITEM # 2018-756

CITY OF DESTIN

AGENDA ITEM

COUNCIL MEETING DATE: November 5, 2018
TYPE OF AGENDA ITEM: City Manager Report

TO: City Council

THRU: Lance Johnson, Interim City Manager

FROM: Karen Jankowski, HR Manager

DATE: November 2, 2018

SUBJECT: Update: Community Development Director

I. BACKGROUND: Sixteen individuals applied for the Community Development Director position. From this group, four finalists were selected with interviews conducted during September 19 – 24th and November 2nd.

II. DISCUSSION:

A. Link to Strategic Goals / Objectives: Financially Sound City Providing Service Value.

B. Effect on Budget (EOB): Costs associated with this position are within the current FY19 budget.

C. Level of Service (LOS):

III. CONCLUSION:

IV. RECOMMENDED MOTION: I move to approve the City Manager's appointment of _____ to the position of Community Development Director.

Attachments:
None

ITEM # 2018-752

CITY OF DESTIN

AGENDA ITEM

COUNCIL MEETING DATE: November 5, 2018
TYPE OF AGENDA ITEM: City Manager Report

TO: City Council

THRU: Lance Johnson, Interim City Manager

FROM: Karen Jankowski, HR Manager

DATE: October 23, 2018

SUBJECT: City Manager Candidates

I. BACKGROUND: At the October 15th Council Meeting, elected officials set a due date of October 29th to have City Manager Candidate short lists turned in for a scoring by Mr. Eddy and Human Resources.

II. DISCUSSION: Mr. Eddy provided his short list to the elected officials to assist with creation of their lists. Also, Human Resources provided a link to the submitted candidate documents for assistance as well.
Once all of the elected officials lists are turned in Mr. Eddy and Human Resources can rank them, prepare an agenda item, and be prepared for further discussion at the November 5th City Council Meeting.

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

III. CONCLUSION: Once all lists are provided, they can be ranked. Discussion and direction on the next steps in the process, such as interviews would require the elected officials approval.

IV. RECOMMENDED MOTION:

Attachments:
None

ITEM # 2018-762

CITY OF DESTIN

AGENDA ITEM

COUNCIL MEETING DATE: November 5, 2018
TYPE OF AGENDA ITEM: Action Item

TO: City Council

THRU: Lance Johnson, Interim City Manager

FROM: Jeff Burns, City Attorney

DATE:

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

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I. BACKGROUND: This item is being presented for Council discussion purposes before going to the LPA for approval. The item will come back to Council on First Reading after receiving LPA approval.

II. DISCUSSION:

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

III. CONCLUSION:

IV. RECOMMENDED MOTION:

Attachments:

1. Revised JLB Beach Driving Ordinance-Draft 11.05.18

ORDINANCE 2018-___

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

SECTION 1. AUTHORITY.

The authority for enactment of this Ordinance is Article 1, Section l.0l (b) of the City Charter, Section 166.021, Florida Statutes and Chapter 163, Part II, Florida Statutes.

SECTION 2. FINDINGS OF FACT.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

SECTION 3. AMENDMENT OF LAND DEVELOPMENT CODE SECTION 11.08.02.

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

***

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

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

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

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

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

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

(iv) **Permit Eligibility**. The following wheeled vehicles shall be the only wheeled vehicles eligible to receive permit decals: (1) Any governmental vehicle that is operated by any law enforcement agency with jurisdiction over the beaches within the Destin City Limits, (2) Any governmental vehicle operated by the Destin Fire District, or any lifeguards officially sanctioned by the Destin Fire District, the Okaloosa County TDC, or the City of Destin, (3) Any wheeled vehicle owned or operated by a state or federal agency that requires the use of a vehicle on the beaches within the Destin City Limits, (4) Any vehicle that is utilized by a life safety entity, or organization, to perform life safety or rescue operations, (5) Any vehicle owned or operated by a non-profit entity that is licensed by the state or federal government to rescue or monitor endangered wildlife, injured native wildlife, turtles, manatees, or dolphins, (6) Any vehicle necessary for beach cleaning, or raking, which is owned or operated by an individual or entity that is contracted by a governmental entity or agency, or (7) Any Beach Vendor whom meets the requirements of subsection (a)., below.

a. Beach Vendor Permit: If a vendor possesses a Business Tax Receipt that permits the vendor to operate a business that rents beach chairs and beach umbrellas for profit within the Destin City limits, and the vendor can provide written proof that it has a legal right to rent beach chairs and beach umbrellas on a beach within the Destin City limits, then the vendor shall be entitled to one (1) permit for the entire business, and any affiliated businesses. If a vendor receives such a permit, then the permit shall be affixed to either an ATV, or to a truck equal to, or smaller than a half ton pickup truck.

(v) Decals. For each Permit issued under this section, a decal will be issued, which shall be affixed to the permitted wheeled vehicle. New decals with different color codings shall be issued each calendar year, and it is the duty of Permit holder to obtain a new decal each calendar year. Beach Vendor permit decals shall be color coded differently from the other six categories listed in section (iv) above, in order to assist law enforcement with enforcing this ordinance.

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

***

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

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

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

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

ADOPTED this ____ day of _____, 2018.

_____
Gary Jarvis, Mayor

ATTEST:

_____
Rey Bailey, City Clerk

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

_____
Kimberly Romano Kopp, Land Use Attorney

ITEM # 2018-839

CITY OF DESTIN

AGENDA ITEM

COUNCIL MEETING DATE: November 5, 2018
TYPE OF AGENDA ITEM: City Manager Report

TO: City Council

THRU: Jeff Burns, City Attorney
Lance Johnson, Interim City Manager

FROM: Steve Schmidt, Deputy City Manager

DATE: October 31, 2018

SUBJECT: Prospective revision to Ordinance 17-01-CC/17-09-CC: Harbor and Waterways Ordinance

I. BACKGROUND: After carefully reviewing the Florida Statutes and the code of ordinances and with the assistance of the City Attorney, staff crafted ordinances 17-01-CC and 17-09-CC in 2017 substantially revising Chapter 5 of the Code of Ordinances, together with appropriate amendments to Chapter 14, as required.

II. DISCUSSION: Attachment 1 is Ordinance No. 17-01-CC, with a highlighted section in Sec 5-2 which appears to have caused, and continues to cause, some confusion with the Sheriff's Marine Unit. The Marine Unit has interpreted this language to say that anchoring in waters in the city limits is not allowed at all. Staff has pointed out to them that the language specifically disallows anchoring over "City-owned bottomland," not "waters within the city limits" or "waters regulated by the city." Staff is not aware of any "City-owned bottomland," and therefore rests on the understanding that the bottomlands of all navigable waters in the city limits are considered waters of the state. This understanding would appear to be supported by the requirement to secure permits and submerged land leases from the state for any proposed construction in the harbor and waterways of the city. Florida Statutes, as currently written, generally preclude the city from prohibiting anchoring of registered vessels capable of navigation in state waters that do not specifically meet the definition of a "Floating structure" or "Live-aboard vessel" as those terms are defined in Section 327.02 F.S.

Prohibiting anchoring of legitimate registered vessels, capable of navigation, within the waters of the city might expose the city to unnecessary litigation, since

it arguably violates Florida Statues. Further, it was staff's understanding that it was not council's intent to make it unlawful for cruising sailors and other vessels, not considered derelict, live-aboard, or floating structures, to anchor in the harbor and waterways.

A. Link to Strategic Goals / Objectives: 2A: Improve public use of beach, waterways and harbor.

B. Effect on Budget (EOB): Not applicable.

C. Level of Service (LOS): Not applicable.

III. CONCLUSION: While it might not be necessary to revise the language, based on the wording in the ordinance that specifies "vessel not in navigation over City-owned bottomland;" since it's uncertain whether the city actually owns any bottomland in the waters of the city, revision of the language highlighted in attached ordinance 17-01-CC, Section 5-2 could resolve confusion as to the city's authorization and intent.

IV. RECOMMENDED MOTION: Left to City Council and City Attorney discretion.

Attachments:

1. Ord.17.01.CC-Regulation.Of.HarborandWaterways (5.2 highlighted)

ORDINANCE NO. 17-01-CC

AN ORDINANCE OF THE CITY OF DESTIN, FLORIDA RELATING TO CITY WATERWAYS; PROVIDING FOR AUTHORITY; PROVIDING FOR FINDINGS OF FACT; PROVIDING FOR THE AMENDMENT OF CODE OF ORDINANCES CHAPTER 5 SUBTITLE, ARTICLE I. – IN GENERAL; PROVIDING FOR THE AMENDMENT OF CODE OF ORDINANCES SECTION 5-1-5-25. RESERVED; PROVIDING FOR CREATION OF SECTION 5-1 DEFINITIONS; PROVIDING FOR CREATION OF SECTION 5-2 OBSTRUCTING CHANNELS, UNLAWFUL ANCHORING, MOORING, OR DOCKING; PROVIDING FOR THE CREATION OF SECTION 5-3 OPERATION OF RADIOS OR OTHER SOUND-MAKING DEVICES-GENERALLY, EXEMPTION; PROVIDING FOR THE CREATION OF SECTION 5-4 LIVE-ABOARD VESSELS PROHIBITED-GENERALLY, EXCEPTIONS; PROVIDING FOR THE CREATION OF SECTION 5-5 FLOATING STRUCTURES PROHIBITED; PROVIDING FOR THE CREATION OF SECTION 5-6 VESSEL CLEANING; PROVIDING FOR THE CREATION OF SECTION 5-7 MISUSE OF AMENITIES; PROVIDING FOR THE CREATION OF SECTION 5-8 DERELICT VESSELS; PROVIDING FOR THE CREATION OF SECTION 5-9 PENALTIES; PROVIDING FOR THE DELETION OF CODE OF ORDINANCES CHAPTER 5 SUBTITLE, ARTICLE II. – COMMERCIAL PERSONAL WATERCRAFT REGULATIONS; PROVIDING FOR THE DELETION OF CODE OF ORDINANCES SECTION 5-26. DEFINITIONS; PROVIDING FOR THE DELETION OF CODE OF ORDINANCES SECTION 5-27. REGULATIONS FOR COMMERCIAL PERSONAL WATERCRAFT OPERATIONS; PROVIDING FOR THE DELETION OF CODE OF ORDINANCES SECTION 5-28. PENALTY; PROVIDING FOR THE AMENDMENT OF CODE OF ORDINANCES CHAPTER 5 SUBTITLE, ARTICLE III. – RESTRICTED AREA – JOE'S BAYOU; PROVIDING FOR THE AMENDMENT OF CODE OF ORDINANCES SECTION 14-57. EXEMPTIONS; PROVIDING FOR INCORPORATION INTO THE CODE OF ORDINANCES; PROVIDING FOR CONFLICTING PROVISIONS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

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

SECTION 1. AUTHORITY. The authority for enactment of this Ordinance is Article 1, Section 1.01(b) of the City Charter and section 166.021, *Florida Statutes*.

SECTION 2. FINDINGS OF FACT.

WHEREAS, the City Council of the City of Destin recognizes the need to insure appropriate anchoring, mooring, docking and maintenance of vessels to promote safety in the harbor and surrounding Waters of the City; and

WHEREAS, the City Council of the City of Destin has determined that it is necessary to provide additional standards pertaining to anchoring, mooring and docking; and

WHEREAS, the City Council of the City of Destin has determined that it is necessary to provide for additional regulation of floating structures, live-aboard and derelict vessels; and

WHEREAS, the City Council of the City of Destin has determined that such measures are necessary to promote the health, safety and welfare of the City of Destin; and

WHEREAS, the City Council of the City of Destin has determined that this Ordinance is consistent with the Comprehensive Plan and promotes and protects the health, safety and welfare of the City of Destin.

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

NOTE: *Language in Sections 3 through 24 of this ordinance that is ~~struck through~~ is language proposed to be deleted, underlined language is language proposed to be added, language that is not ~~struck through~~ or underlined is not to be changed, and * * * represents sections of the Code of Ordinances that have been skipped and remain unchanged.*

SECTION 3. AMENDMENT OF CODE OF ORDINANCES CHAPTER 5 SUBTITLE, ARTICLE I. – IN GENERAL. Code of Ordinances Chapter 5 subtitle, *Article I. – In General,* is hereby amended as follows:

ARTICLE I. ~~IN GENERAL~~ WATERCRAFT REGULATIONS

SECTION 4. AMENDMENT OF CODE OF ORDINANCES SECTION 5-1-5-25. RESERVED. Code of Ordinances Section 5-1-5-25. *Reserved,* is hereby amended as follows:

Secs. 5-16 – 5-2~~5~~8. – Reserved.

SECTION 5. CREATION OF CODE OF ORDINANCES SECTION 5-1. DEFINITIONS. Code of Ordinances Section 5-1. *Definitions,* is hereby created as follows:

Sec. 5-1. Definitions.

For the purpose of this article, the following terms, phrases, words, abbreviations and their derivations shall have the meaning given herein. When not inconsistent with the context, words used in the present tense include the future tense, words in the plural number include the singular number and words in the singular number include the plural number. The word "shall" is always mandatory and not merely directory. Words not defined shall be given their meaning as provided in section 1-2, Definitions and rules of construction, of the City of Destin Code of Ordinances.

Anchoring means the act of securing a vessel or dinghy in navigable Waters of the City by means of an anchor or other device and associated tackle that is carried on board the vessel and cast or dropped overboard.

City means the City of Destin, Florida.

Commercial Marina means a licensed and permitted commercial facility that provides secured public moorings or dry storage for vessels on a leased basis.

Derelict vessel is as defined in F.S. § 823.11.

Dinghy means any vessel not exceeding 12 feet designed for and used primarily to serve a larger vessel by transporting persons and/or property to and from the larger vessel, from or to other vessels, piers, docks, or landing facilities.

Floating Structure means a floating entity, with or without accommodations built thereon, which is not primarily used as a means of transportation on water but which serves purposes or provides services typically associated with a structure or other improvement to real property. The term "floating structure" includes, but is not limited to, each entity used as a residence, place of business or office with public access, hotel or motel, restaurant or lounge, clubhouse, meeting facility, storage or parking facility, mining platform, dredge, dragline, or similar facility or entity represented as such. Floating structures are expressly excluded from the definition of the term "vessel" provided in this section. Incidental movement upon water or resting partially or entirely on the bottom shall not, in and of itself, preclude an entity from classification as a floating structure if the movement is In the Same Area.

In the Same Area means that a vessel is considered to be in the same area if it is within a radius of eight (8) miles of any location where the vessel was previously moored or anchored.

License agreement means any transient dockage agreement, mooring and dockage agreement, commercial dockage agreement, or mooring agreement entered into between the City and a vessel owner for dockage at a City dock or mooring facility.

Licensee means the person or entity entering into or possessing a dockage or mooring license agreement with the City.

Live-aboard vessel is as defined in F.S. § 327.02.

Mooring means the act of securing a vessel in navigable Waters of the City by means of a permanent or semi-permanent mooring system affixed to the bottom.

Mooring field means City-designated areas in and adjacent to City-installed mooring systems, which may include City and state-owned harbor or bayou bottoms but which exclude privately owned harbor or bayou bottoms.

Mooring system means any weight, chain, rope, floating object, structure or appliance used for the purpose of holding a vessel in a particular place and which is not carried on board such vessel as regular equipment when the vessel is underway.

Operator means every person who shall own, physically operate, navigate or control any vessel.

Person is as defined in F.S. § 327.02.

Vessel is as defined in F.S. § 327.02.

Waters of the City means all portions of those waters, up to and including the mean high water mark, located within the corporate limits of the City, including, but not limited to Marler Bayou, Joe's Bayou (to the extent ARTICLE II. – RESTRICTED AREA – JOE'S BAYOU conflicts with any portion of ARTICLE I, then ARTICLE II applies to Joe's Bayou), Indian Bayou, the Harbor the Old Pass Lagoon, all navigable and non-navigable waterways, canals, lagoons, bayous, bays, rivers, lakes, streams, springs, impoundments, and all other bodies of water, including fresh, brackish, saline, tidal surface or underground, but excluding any area preempted by law.

SECTION 6. CREATION OF CODE OF ORDINANCES SECTION 5-2. OBSTRUCTING CHANNELS, UNLAWFUL ANCHORING, MOORING OR DOCKING. Code of Ordinances Section 5-2. *Obstructing channels; unlawful anchoring, mooring or docking,* is hereby created as follows:

Sec. 5-2. Obstructing channels; unlawful anchoring, mooring or docking.

It shall be unlawful for any vessel within the City to tie up to any navigational aid within the City; except in an emergency or with the approval of the City Manager or designee; to anchor or moor any live-aboard vessel or vessel not in navigation over City-owned bottomland or to anchor, moor or dock without permission within the marked boundaries of any mooring field.

SECTION 7. CREATION OF CODE OF ORDINANCES SECTION 5-3. OPERATION OF RADIOS OR OTHER SOUND-MAKING DEVICES. Code of Ordinances Section 5-3. *Operation of radios or other sound-making devices* is hereby created as follows:

Sec. 5-3. Operation of radios or other sound-making devices.

(a) It shall be unlawful for any person owning, occupying or having charge of any vessel or any part thereof, in the City, at any time to cause or suffer or allow any loud, unnecessary, excessive or unusual noises in the operation of any radio or other mechanical sound-making device or instrument, or reproducing device or instrument, where the noise or music is in violation of the provisions of Chapter 14, Article II of this Code of Ordinances.

SECTION 8. CREATION OF CODE OF ORDINANCES SECTION 5-4. LIVE-ABOARD VESSELS PROHIBITED-GENERALLY; EXCEPTIONS. Code of Ordinances Section 5-4. *Live-aboard vessels prohibited-Generally; exceptions* is hereby created as follows:

Sec. 5-4. Live-aboard vessels prohibited-Generally; exceptions.

Live-aboard vessels are prohibited from mooring or anchoring in all Waters of the City, except in commercial marinas, licensed and permitted commercial marine facilities, or mooring fields as may be constructed by the City and otherwise provided for in this code, provided that such marina or mooring field is equipped with, or otherwise has access to, a pumpout facility.

SECTION 9. CREATION OF CODE OF ORDINANCES SECTION 5-5. FLOATING STRUCTURES PROHIBITED. Code of Ordinances Section 5-5. *Floating structures prohibited* is hereby created as follows:

Sec. 5-5. Floating structures prohibited.

Floating structures, as defined in this article, are prohibited in any Waters of the City within the City limits, except at the following:

(1) Commercial marina by permission of the owner of the facility.
(2) City marina by written permission of the City Manager or designee.
(3) City mooring facilities by written permission of the City Manager or designee.

SECTION 10. CREATION OF CODE OF ORDINANCES SECTION 5-6. VESSEL CLEANING. Code of Ordinances Section 5-6. *Vessel cleaning* is hereby created as follows:

Sec. 5-6. Vessel cleaning.

Cleaning or washing vessels with detergents containing phosphates, chlorine, or petroleum distillates is prohibited within the Waters of the City.

SECTION 11. CREATION OF CODE OF ORDINANCES SECTION 5-7. MISUSE OF AMENITIES. Code of Ordinances Section 5-7. *Misuse of amenities* is hereby created as follows:

Sec. 5-7. Misuse of amenities.

The misuse, vandalism, or destruction of any amenities at City docks or mooring facilities is grounds for ejection. If anyone damages any property or equipment of a City facility or its amenities due to neglect, misuse, failure to follow stated directions, or vandalism, they shall be held responsible for the cost of repair and replacement, as well as any criminal or civil charges for the activity.

SECTION 12. CREATION OF CODE OF ORDINANCES SECTION 5-8. DERELICT VESSELS. Code of Ordinances Section 5-8. *Derelict vessels* is hereby created as follows:

Sec. 5-8. Derelict vessels.

The City shall use all available means to effectuate the prompt removal of derelect vessels through actively pursuing all remedies under statutory law, including F.S. § 376.15 and F.S. § 823.11, and shall endeavor to prevent vessels at risk of becoming derelict by pursuing the provisions of F.S. § 327.4107.

SECTION 13. CREATION OF CODE OF ORDINANCES SECTION 5-9. PENALTIES. Code of Ordinances Section 5-9. *Penalties* is hereby created as follows:

Sec. 5-9. Penalties.

The provisions of this Article shall be enforced as provided in Chapter 14, Offenses and Miscellaneous Provisions, of the Code of Ordinances of the City of Destin, and by such other means as are specified herein below:

(1) Code Enforcement: The Code Enforcement Division may enforce the terms of this article by bringing a case to the Code Enforcement Special Magistrate or Code Enforcement Board, whichever is applicable, as provided in Chapter 14, Offenses and Miscellaneous Provisions, Article III, Code Enforcement Board or Special Magistrate, of the Code Ordinances of the City of Destin and Chapter 162, Part 1, Florida Statutes.

(2) Civil Citation: The Code Enforcement Division, or other duly authorized officer or authority, may enforce the terms of this article through issuance of civil citation as provided in Chapter 14, Offenses and Miscellaneous Provisions, Article III, Code Enforcement Citation Program and Procedures, of the Code Ordinances of the City of Destin and Chapter 162, Part 2, Florida Statutes. Persons or entities

violating the provisions of this Article shall be subject to a Class II penalty as provided in Code of Ordinances Sec. 14-101.

(3) Any alleged violation of this section may be prosecuted and punished as provided in F.S. § 327.70.

(4) Criminal Penalties: A violation of this article shall be punishable as a misdemeanor by a fine of up to five hundred (500) dollars per violation and a definite term of imprisonment of not more than sixty (60) days as provided in F.S. § 162.22.

It is the legislative intent of the City Council in enacting this article to provide an additional or supplemental means of obtaining compliance with the requirements stated herein. Nothing contained in this article shall be deemed to prohibit the City of Destin from seeking enforcement by any other means provided by law, including, but not limited to, filing an action for declaratory and injunctive relief in a court of competent jurisdiction.

SECTION 14. DELETION OF CODE OF ORDINANCES CHAPTER 5 SUBTITLE, ARTICLE II. – COMMERCIAL PERSONAL WATERCRAFT REGULATIONS. Code of Ordinances Chapter 5 subtitle, *Article II. – Commercial Personal Watercraft Regulations,* is hereby deleted as follows:

~~ARTICLE II. COMMERICAL PERSONAL WATERCRAFT REGULATIONS~~

SECTION 15. DELETION OF CODE OF ORDINANCES SECTION 5-26. DEFINITIONS. Code of Ordinances Section 5-26. *Definitions,* is hereby deleted as follows:

~~**Sec. 5-26. - Definitions.**~~

~~For the purpose of this article the following terms, phrases, words, abbreviations and their derivations shall have the following meaning herein given. When not inconsistent with the context, words used in the present tense include the future tense, words in the plural number include the singular number and words in the singular number include the plural number. The word "shall" is always mandatory and not merely directory. Words not defined shall be given their common and ordinary meaning or for those so included, the meaning found in section 1-2 of the codified ordinances of the city.~~

~~*Beach* means the sandy soil upland of the water line.~~

~~*Commercial personal watercraft activity* means the rental, lease or hire within the city of any personal watercraft.~~

~~*Operate* means to be in the actual physical control of a vessel or to exercise control over or steer a vessel being towed by another vessel.~~

~~*Personal watercraft* means a small class A-1 or A-2 vessel as defined by state law which uses an inboard motor powering a water jet pump as its primary source of motive power and which is designated to be operated by a person sitting, standing, or kneeling on, or being towed behind, the vessel, rather than in the conventional manner of sitting or standing inside the vessel.~~

~~*Vendor* means any person who rents or leases for hire any personal watercraft.~~

SECTION 16. DELETION OF CODE OF ORDINANCES SECTION 5-27. REGULATIONS FOR COMMERCIAL PERSONAL WATERCRAFT OPERATIONS. Code of Ordinances Section 5-27. *Regulations for commercial personal watercraft operations,* is hereby deleted as follows:

~~**Sec. 5-27. - Regulations for commercial personal watercraft operations.**~~

~~The use of personal watercraft for commercial purposes within the City of Destin shall comply with the following regulations:~~

~~(1) Before operation, a vendor shall file with the city documents reflecting authorization for commercial personal watercraft activities from the property from which the vendor is operating.~~

~~(2) Before operation, a vendor shall file with the city a refueling plan approved by the city manager, or his designee, and the fire marshal. The plan shall provide sufficient details and specifications to enable the city manager, or his designee, and the fire marshal to determine that there will be adequate on-site provisions to avoid any contamination and pollution to the beach or the waters of the City of Destin, the Gulf of Mexico or East Pass; provide proper safety precautions regarding the storage of fuels; and provide fire safety equipment. The vendor shall in all operations comply with all provisions of the refueling plan. Within ten (10) days of the adoption of this article vendors then operating shall comply with the requirements of this subsection.~~

~~(3) In order to transport personal watercraft onto or from the beach, a beach access permit must be obtained from the city in accordance with the city's regulations and guidelines.~~

~~(4) Vendor must have and maintain an operable manned telephone and an operable marine radio at its land-based operations and said equipment must be within one hundred (100) feet from the point of operation.~~

~~(5) Vendor must have an operable motorized chase vessel at the point of operation during all hours of operation. Vessel shall be equipped with an operable marine radio.~~

~~(6) Before operation vendor shall provide to the city proof of comprehensive general liability insurance with an "A" rated carrier with coverage not less than five hundred thousand dollars ($500,000.00) combined single limits. Insurance shall be maintained and the city shall be notified of any amendments to the policy. Within ten (10) days of adoption of this article, vendors then operating shall comply with the requirements of this subsection.~~

~~(7) Vendor shall place a decal issued by the city on each personal watercraft used by the vendor for commercial personal watercraft activities.~~

~~(8) Vendor shall provide to any person riding on or being towed by their personal watercraft protective headgear.~~

~~(9) Vendor must provide at its land-based operations two (2) permanent restroom facilities for the patrons and employees of the vendor.~~

~~(10) It shall be the responsibility of the vendor to instruct their patrons on proper operating procedures and safety regulations pertinent to the activity in which the patron is to be engaged.~~

~~(11) All land-based commercial personal watercraft activity must yield to the pedestrian public along beach.~~

SECTION 17. DELETION OF CODE OF ORDINANCES SECTION 5-28. PENALTY. Code of Ordinances Section 5-28. *Penalty,* is hereby deleted as follows:

~~**Sec. 5-28. - Penalty.**~~

~~It shall be unlawful for any person to violate or fail to comply with the provisions of this article. Any alleged violation of this section may be processed in accordance with procedures set forth in the City's Code of Ordinances Chapter 14, Article III, Code Enforcement.~~

SECTION 18. AMENDMENT OF CODE OF ORDINANCES CHAPTER 5 SUBTITLE, ARTICLE III. – RESTRICTED AREA – JOE'S BAYOU. Code of Ordinances Chapter 5 subtitle, *Article III. – Restricted Area – Joe's Bayou,* is hereby amended as follows:

ARTICLE ~~III~~ II. – RESTRICTED AREA – JOE'S BAYOU

* * *

SECTION 20. AMENDMENT OF CODE OF ORDINANCES SECTION 14-57. – EXEMPTIONS. Code of Ordinances Section 14-57. *Exemptions,* is hereby amended as follows:

Sec. 14-57. - Exemptions

The following uses and activities shall be exempt from noise level regulations:

(a) Air conditioners are exempt from provisions of Table I of this article when this equipment is functioning in accord with the manufacturer's specifications and with all manufacturer's standard mufflers and noise-reducing equipment in use and in proper operating condition according to standards promulgated by the American Refrigeration Institute. The same exception shall apply to lawn mowers, agricultural equipment and homeowners' mechanized tools during daylight hours.

(b) Nonamplified crowd noises.

(c) Construction operations:
   (1) Construction operations for which building permits have been issued, or construction operations not requiring permits due to ownership of the project by a government agency;
   (2) Provided all equipment is operated in accordance with the manufacturers' specifications and with all standard equipment, manufacturers' mufflers and noise-reducing equipment in use and in proper operating condition;
   (3) Provided construction operations are limited to the hours between 6:00 a.m. and 6:00 p.m. Monday through Sunday for projects located adjacent to non-residential properties; and
   (4) Provided construction operations are limited to the hours between 6:00 a.m. and 6:00 p.m. Monday through Friday and 8:00 a.m. and 6:00 p.m. on Saturday and Sunday for projects located adjacent to residential properties.

(d) Noises of safety signals, warning devices, emergency pressure relief valves and bells and chimes of churches.

(e) Noises resulting from any authorized emergency vehicle when responding to an emergency call or acting in time of emergency.

(f) Noises resulting from emergency work as defined in section 14-52.

(g) Any other noise resulting from activities of a temporary duration permitted by law and for which a license or permit therefor has been granted by the city in accordance with section 14-58. Regulation of noises emanating from operations under permit shall be according to the conditions and limits stated on the permit and contained in section 14-58.

(h) Noises made by persons having obtained a permit to use the streets.

(i) All noises coming from the normal operations of aircraft (not including scale model aircraft).

(j) Those motor vehicles controlled by Florida Statutes, Section 316.293(1988), but not those motor vehicles exempted from coverage.

(k) Motor vehicles defined in F.S. (1988) § 316.293(6)(a) and (b).

~~(l) Vessels operated on the waters of the city muffled pursuant to F.S. § 327.65.~~

* * *

SECTION 21. INCORPORATION INTO CODE OF ORDINANCES. This ordinance shall be incorporated into the City of Destin's Code of Ordinances and any section or paragraph number or letter and any heading may be changed or modified as necessary to effectuate the foregoing.

SECTION 22. 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 23. SEVERABILITY. Each separate provision of this ordinance is deemed independent of all other provisions herein so that if any portion or provision of this ordinance is declared invalid, all other provisions thereof shall remain valid and enforceable.

SECTION 24. EFFECTIVE DATE. This ordinance shall become effective upon its adoption by the City Council and signature by the Mayor.

ADOPTED THIS ___ DAY OF _____2017.

By: _____
Scott Fisher, Mayor

ATTEST:

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

_____
Rey Bailey, City Clerk

_____
By: Jeff Burns, City Attorney

First Reading: _____
Second Reading: _____

ITEM # 2018-842

CITY OF DESTIN

AGENDA ITEM

COUNCIL MEETING DATE: November 5, 2018
TYPE OF AGENDA ITEM: City Manager Report

TO: City Council

THRU:

FROM:

DATE:

SUBJECT: Update: Code Compliance Manager

I. BACKGROUND: Four candidates applied for the position. Of the four, two candidates met all of the minimum requirements for the position. Interviews were conducted with the two qualified candidates on November 1, 2018 both candidates interviewed very well and both have good qualifications and experience. Mr. Joseph Forgione, being a former employee in good standing and who already has a strong understanding of both the Destin area and the Destin ordinances is my first choice for the position of Code Compliance Manager.

As required by Section 3.08(b) of the Charter, the City Manager is requesting Council approve by majority vote the appointment of Joseph Forgione to the position of Code Compliance Manager.

II. DISCUSSION:

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

III. CONCLUSION:

IV. RECOMMENDED MOTION: I move to approve the City Manager's appointment of Joseph Forgione to the position of Code Compliance Manager.

Attachments:
None

ITEM # 2018-729

CITY OF DESTIN

AGENDA ITEM

COUNCIL MEETING DATE: November 5, 2018
TYPE OF AGENDA ITEM: Action Item

TO: City Council

THRU: Lance Johnson, Interim City Manager

FROM: Steve Schmidt, Deputy City Manager
Kimberly Kopp, Land Use Attorney

DATE: October 19, 2018

SUBJECT: Second reading of Ordinance 18-22-CC - Requirements for Wireless Facilities in the City Rights-of-Way

I. BACKGROUND: The City Clerk sent a copy of proposed Ordinance 18-22-CC to the Secretary of State on October 3, 2018, in accordance with State law, which requires such notice to be provided at least ten days prior to first reading. Proposed Ordinance 18-22-CC was approved by the City Council on first reading on October 15, 2018, is now before the City Council for second reading.

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

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

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

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

The attached proposed ordinance establishes requirements for registration, permitting, insurance, and aesthetics as authorized by AWIDA. It also sets forth definitions for some of the technical terms related to regulating the subject wireless telecommunications facilities. The City Council passed this ordinance on first reading on October 15, 2018

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

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

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

Attachments:

1. Wireless Ordinance for 10.15.18 agenda

ORDINANCE NO. 18-xx-CC

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

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

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

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

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

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

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

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

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

communications services; and

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

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

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

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

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

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

PART 1. In General

Sec. 13-175. Title.

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

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

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

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

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

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

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

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

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

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

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

Sec. 13-177. Definitions.

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

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

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

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

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

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

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

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

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

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

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

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

"FCC" shall mean the Federal Communications Commission.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Wireless Services Provider means a Person who provides wireless services.

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

PART 2. REGISTRATION

Sec. 13-178. Registration.

(1) *Registration required*. A Wireless Provider or Pass-Through Provider that desires to place or maintain a Wireless Facility in a Public Rights-of-way shall first Register in accordance with this Article. Subject to the terms and conditions prescribed in this Article, a registrant may place or maintain a Wireless Facility in Public Rights-of-way.

(2) *Registration*. Each Wireless Provider or Pass-Through Provider that desires to place or maintain a Wireless Facility in Public Rights-of-way shall file a single registration with the City, that shall include the following information:

a. Name of the registrant;

b. Name, address and telephone number of the registrant's primary contact person in connection with the Registration and the Person to contact in case of an emergency;

c. Evidence of the insurance coverage, or self-insurance status adequate to defend and cover claims;

d. A copy of federal or state certification authorizing the registrant to provide wireless services as a Wireless Services Provider or telecommunications services as a Wireless Infrastructure Provider; and

e. If the registrant is a corporation or limited liability company, proof of authority to do business in the State of Florida.

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

(1) An Applicant shall not sell, transfer, lease, assign, sublet or dispose of, in whole or in part, either by forced or involuntary sale, or by ordinary sale, consolidation or otherwise, a Registration granted pursuant to this Article without having first provided the City with at least thirty (30) Days written notice of the same. Further, any such Person to whom such transfer has been made, must register with the City in accordance with this Article and shall provide proof of insurance coverage in accordance with Sections 13-178 and 13-184 of this Code.

(2) If Permit Applications are pending in the Applicant's name, the transferee, buyer or assignee shall notify the City Engineer that the transferee, buyer or assignee is the new Applicant.

(3) A violation of the requirements of this Section shall be a violation of this Code and the Applicant who is alleged to have violated any of the provisions of this Section may be subject to the enforcement remedies set forth in this Code.

PART 3. PERMITTING

Sec. 13-180. Permit Requirements and Conditions.

(1) *Permit Required.* An Applicant shall not commence to Place or Maintain a Wireless Facility in Public Rights-of-way until all applicable Permits have been issued by City, except in the case of an emergency as provided for in the City Emergency Section herein. Permits shall apply only to the areas of Public Rights-of-way specifically identified in the Permit. The City Engineer shall consider the following in the review and consideration of a Application and imposition of reasonable Permit conditions:

a. *Permit Applications*. Applications to place a Wireless Facility in Public Rights-of-way shall contain the following:

i. An engineering plan signed and sealed by a Florida Registered Professional Engineer, or prepared by a person who is exempt from such registration requirements as provided in F.S. § 471.003, identifying the location of the proposed facility, including a description of the facilities to be installed, where it is to be located, and the approximate size of facilities and equipment that will be located in Public Rights-of-way;

ii. A description of the manner in which the facility will be installed (i.e. anticipated construction methods and/or techniques);

iii. If appropriate given the facility proposed, the timetable for construction of the project or each phase thereof, and the areas of the City which will be affected;

iv. Application fee of $150.00, to cover the City's costs of reviewing and processing the Application; and

v. Such additional information requested by the City that the City finds reasonably necessary to review the Application.

b. *Permitting Timeline.* Within 14 Days after receiving an Application, the City must determine and notify the Applicant, by electronic mail, if the Application is deemed complete. If an Application is deemed incomplete, the City must specifically identify the missing information. An Application is deemed complete if the City fails to provide notification to the Applicant within 14 Days. A complete Application is deemed approved if the City fails to approve or deny the Application within 60 Days after receipt of the Application.

i. Within 14 Days after the date of filing an Application, the City may request that the proposed location of a Wireless Facility be moved to another location in the Public Rights-of-way and placed on an alternative City pole or Existing Structure or Wireless Support Structure or may place a new Utility Pole.

ii. City and Applicant may negotiate the alternative location for 30 Days after the date of the request. At the end of the 30-Day negotiation period, if the alternative location is agreed upon by the Applicant, the Applicant will notify City of this acceptance. The application is deemed granted for any new location where there is agreement, and all other locations in the application.

iii. If no agreement is reached, the Applicant will notify City of the nonagreement and City shall grant or deny the original application within 90 Days after the date the application was filed. A request for an alternative location, or a rejection of an alternative location must be in writing and provided by electronic mail.

iv. City and Applicant may agree to extend the 60-Day application review period.

v. A Permit issued pursuant to an approved Application shall remain effective for 1 year unless extended by the Authority.

c. *Permit Denial.* The City will notify the Applicant of approval or denial by electronic mail. The City will specify, in writing, any basis for denial, including the specific

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

i. Applicant may cure the deficiencies identified by the City and resubmit the Application within 30 Days after notice of the denial is sent to Applicant.

ii. City shall approve or deny the revised Application within 30 Days after receipt, or the Application will be deemed approved. Any additional review will be limited to the deficiencies cited in the denial.

iii. City may deny a proposed Co-location of a Wireless Facility if the Co-location:

a. Materially interferes with the safe operation of traffic control equipment.
b. Materially interferes with sight lines or clear zones for transportation, pedestrians, or public safety purposes.
c. Materially interferes with compliance with the Americans with Disabilities Act or similar federal or state standards regarding pedestrian access or movement.
d. Materially fails to comply with the 2010 edition of the FDOT Utility Accommodation Manual.
e. Fails to comply with City's applicable codes.

d. *Emergency*. In the case of an emergency, an Applicant may restore its damaged Wireless Facilities in the Public Rights-of-way to their pre-emergency condition or replace its destroyed Wireless Facilities in the Public Rights-of-way with Facilities of the same size, character and quality, all without first applying for or receiving a Permit.

i. The term "emergency" shall mean a condition that affects the public's health, safety or welfare, which includes an unplanned out-of-service condition of a pre-existing service.

ii. Applicant shall provide prompt notice to the City of the repair or replacement of a Wireless Facility in the Public Rights-of-way in the event of an emergency, and shall be required to obtain an after-the-fact Permit if a Permit would have originally been required to perform the work undertaken in the Public Rights-of-way in connection with the emergency.

Sec. 13-181. Standards for Compatibility with SurroundingNeighborhood.

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

following standards for all facilities:

(a) All small wireless facilities, including antennas, shall use camouflage techniques which incorporate architectural treatment to conceal or screen their presence from public view through design to unobtrusively blend in aesthetically with the surrounding environment.

(b) New and replacement wireless support structures and utility poles that support small wireless facilities shall consist of concrete or metal and substantially match the style, design, and color of the existing Utility Poles in the surrounding 500 foot area. Further, all wireless support structures and utility poles shall meet current safety standards in applicable codes.

(c) Ground-based equipment boxes for small wireless facilities must be located in areas with existing foliage or another aesthetic feature to obscure the view of the equipment box. Additional plantings may be required to meet this condition. Any new landscaping in the public rights-of-way must be approved by the City, who may require a Landscape Maintenance Agreement to be executed prior to approval.

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

(d) With the exception of electric meters and disconnect switches, equipment such as back-haul components shall not be mounted on the exterior of the utility pole. Any items mounted to the pole shall be painted to substantially match the colors of the utility pole.

(e) No exposed wiring or conduit is permitted.

(f) The grounding rod may not extend above the top of the sidewalk and must be placed in a pull box, and the ground wire between the pole and ground rod must be inside an underground conduit.

(g) All pull boxes must be vehicle load bearing, comply with FDOT Standard specification 635 and be listed on the FDOT Approved Products List. A concrete apron must be installed around all pull boxes not located in the sidewalk. No new pull boxes may be located in pedestrian ramps.

(h) Aerial power connections and fiber connections from the utility pole are prohibited.

(2) *Maximum Height Restrictions*. A Wireless Facility, including any attached Antennas, shall be no more than 10 feet above the utility pole or structure upon which the Wireless Facility is to be Co-located. Unless waived by City, the height for a new Utility Pole is limited to the tallest existing utility pole as of July 1, 2017, located in the Public Rights-of-way, other than a Utility Pole for which a waiver has been previously been granted, measured from grade in place within 500 feet of the proposed location of the Wireless Facility. If there is no Utility Pole within 500 feet, the Authority shall limit the height

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

PART 4. ADMINISTRATION AND ENFORCEMENT

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

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

Sec. 13-183. Appeals.

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

Sec. 13-184. Insurance.

(1) *General.* An Applicant shall provide, pay for and maintain satisfactory to the City, the types of insurance described herein. All insurance shall be from companies duly authorized to do business in the State and having a rating reasonably acceptable to the City. All liability policies shall provide the City as an additional insured. The required coverages must be evidenced by properly executed certificates of insurance forms. The certificates must be signed by the authorized representative of the insurance company and a copy shall be filed and maintained with the City. The insurance requirements may be satisfied by evidence of self-insurance or other types of insurance acceptable to the City.

(2) *Insurance Coverage and Limits of Insurance Coverage.* The insurance coverage and limits of coverage of insurance required shall be not less than the following: Commercial General Liability Insurance in the amount of $1,000,000 per occurrence, or in such other amount specified by the City's risk management division, for bodily injury and property damage. The City must be named as an additional insured on this policy, and a certificate of insurance containing such endorsement must be issued as part of the policy.

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

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

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

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

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

ADOPTED THIS ____DAY OF _____

By: _____
Gary Jarvis, Mayor

ATTEST:

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

_____
Rey Bailey, City Clerk

_____
Kimberly Kopp, City Land Use Attorney

First Reading: _____
Second Reading: _____

ITEM # 2018-830

CITY OF DESTIN

AGENDA ITEM

COUNCIL MEETING DATE: November 5, 2018
TYPE OF AGENDA ITEM: Public Hearing

TO: City Council

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

FROM: Steve Schmidt, Deputy City Manager

DATE: October 19, 2018

SUBJECT: Second Reading of Ordinance 18-06-LC - Establishing the Technical Review Committee (TRC) to streamline the development review process

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

On September 20, 2018, the Local Planning Agency found proposed Ordinance No. 18-06-LC consistent with Comprehensive Plan: 2020, and recommended adoption of the Ordinance by City Council. At its regular meeting on October 15th, Council approved the ordinance unanimously on First Reading.

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

Technical Review Committee

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

Ordinance 18-06-LC reestablishes a Technical Review Committee (TRC). Specifically, Section 2.26.01 establishes the TRC as an administrative committee for the purpose of providing for the professional and technical review of development order applications as specified under Section 2.26.03 of the LDC. Membership in the TRC is specified in Section 2.26.02 as follows:
The membership shall be capped at nine members, with a term of four years (unless otherwise terminated by resignation or removal under terms specified in the ordinance), including:
1. The City Land Use Attorney
an appropriate individual from the following city departments, as applicable:
2. Community Development Department (Planning)
3. Public Services Department
4. Parks and Recreation Department
5. Community Development Department (Building Official or designee)
an appropriate individual from following agency:
6. Destin Fire Control District
an appropriate individual from following utilities:
7. Destin Water Users
8. Okaloosa Gas District
9. Gulf Power

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

The TRC shall review the following applications according to their areas of expertise, for compliance with the provisions of the City of Destin Land Development Code, and all applicable building codes;
1. Major/Minor development order
2. Major/Minor deviations to development orders
3. Major subdivisions
4. Planned Unit Developments

LDC Article Amendments

The following discussion will briefly describe highlights of the amendments

proposed for each Article of the LDC.

Article 2. - Administration

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

Article 3 – Definitions

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

Article 5 – General Provisions

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

Article 6 – Concurrency Management Systems

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

Article 20 – Building Regulations

Modifies language regarding the review and approval of foundation as-built survey for compliance.
Adds new language for contractor insurance requirements.

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

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

C. Level of Service (LOS): Increase in our Level of Service for Development

Order review anticipated.

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

IV. RECOMMENDED MOTION: "I move that City Council approve Ordinance 18-06-LC on Second Reading and authorize its execution by the Mayor."

Attachments:

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

ORDINANCE NO. 18-06-LC

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

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

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

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

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

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

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

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

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

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

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

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

***

ARTICLE 2 – ADMINISTRATION

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2.04.00. - Withdrawal of applications.

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

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

2.05.00. - Authorization for development permit.

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

***

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

***

G. Minor alterations to existing improved properties, for which a development order has not been previously issued, that will alter gross floor area, use of structure or land, or change/add to the impervious surface of the site provided that:

1. The proposed change does not require additional parking spaces beyond those already existing on the site;
2. The proposed change cannot increase impervious surface area beyond 750 square feet. An increase in impervious surface up to 750 square feet must meet the requirements of Section 10.03.02.I.2.b.;
3. The proposed change does not exceed de minimis ~~minimums~~ level of service standards for concurrency; and

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

***

2.06.00. - Pre-application procedures.

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

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

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

A. *Major development.* A development order application shall be deemed a major development if it satisfies one or more of the following criteria:
1. Non-residential and mixed-use development plans consisting of more than 10,000 square feet of gross floor area. ~~Development order applications requesting Tier 3 approval.~~
2. Residential development plans consisting of 10 or more dwelling units.
3. Major subdivisions.
4. All planned unit developments (PUD's).

B. *Minor development.* A development plan shall be designated as a minor development if it is neither a major development nor a development exempt under Section 2.05.02 of this Code.

2.07.00. - Procedures for development review.

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

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

A. The applicant for a proposed development order shall submit a complete application package (i.e. application, development plans, applicable fees, etc…) to the Community Development Department.

B. Within ten ~~three~~ working days of receipt of the application package for review, the Community Development Department shall perform an application completeness review and either:

1. Determine that the application package is incomplete and inform the developer, in writing, of the deficiencies. The applicant shall submit an amended application package for application completeness review by the Community Development Department. The amended application package must be received within 30 calendar days to maintain the application's relative position and priority for plan review. If the applicant fails to submit an amended application package within 30 calendar days, the application does not maintain its relative position and priority for plan review and is considered withdrawn; or
2. Determine that the application package is complete as received, inform the developer, in writing, of the TRC meeting date, and proceed with the review procedures listed below.

C. The Community Development Department shall make available to each TRC ~~T~~ member a copy of the application package, which ~~within three working days after the development application is determined to be complete. The application package shall~~ at a minimum shall contain all information which is pertinent to the member's functional area(s) and the TRC meeting date at which the application submittal comments will be reviewed.

D. The TRC ~~TRT~~ members shall review the proposed application package and submit comments, if any, in writing to the Community Development Department ~~staff assigned as the project manager~~ within thirty ~~ten working~~ days of receipt of the application package. The TRC comments shall be forwarded to the applicant no later than three days prior to the TRC meeting date. ~~The Project Manager shall, within two working days, forward the TRT Member's comments to the applicant.~~ Each TRC member shall limit their review to their area of expertise, which shall be defined at the time the TRC member's appointment is approved by the City Council.

E. ~~Community Development s~~ Staff shall review the plan and comments at the TRC meeting ~~of the TRT members~~ and determine whether the application complies with the requirements of this Code.

F. ~~Community Development s~~ Staff shall either accept, accept with comments, accept with modifications, or deny and ~~approve, approve with conditions, approve with modifications or deny the application and~~ shall:

1. Determine conformity of the proposed development with the Comprehensive Plan, this Code, other applicable requirements and the items enumerated in subsection B. above.
2. Hear and address concerns and desires of surrounding landowners and other affected persons.
3. Consider any rule, objective or policy of the Comprehensive Plan or any other criterion applicable to the particular development proposals in formulating a ~~his or her~~

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

G. If the application has been approved with modifications, the applicant shall adhere to the procedures listed below until the Community Development staff concludes that the application is approved, approved with conditions, approved with modifications or denied.

1. From the date on which the Community Development Department conducts a TRC meeting for the project ~~issues a consolidated comments letter or memo to the applicant pertaining to the technical review of the application,~~ the applicant shall have not more than 60 calendar days to resubmit a revised package for technical review, unless the one-time 15-day extension is approved as stated below. If a resubmittal package is not received by the Community Development Department within 60 calendar days from the date on which the TRC met on the project, ~~Community Development Department issued comments to the applicant pertaining to the technical review of the application,~~ the process shall start over and the applicant shall be required to submit a new application package, complete with a new application, new plans, new fees, etc., to the Community Development Department. The application shall be subject to all new regulations that are in effect at the time of the new application. The applicant may only request one 15-day extension to the 60-day resubmittal deadline during the entire review process. The request shall be in the form of a written letter indicating why the extension is needed. Requests for an extension shall be reviewed by the City Manager or designee, with a recommendation by the Community Development Director or designee. The applicant shall receive a letter indicating whether or not the request has been granted or denied. If the request is denied, the letter must specifically indicate the reason(s) for such denial.

2. From the date of application, the applicant shall have not more than nine months to obtain technical review approval of the project, unless the one-time three-month extension is approved as stated below. If technical approval is not received within nine months from the date of application, the process shall start anew and the applicant shall be required to submit a new application package, complete with a new application, new plans, new fees, etc., to the Community Development Department. The project shall be subject to all new regulations that are in effect at the time of the new application. The applicant may request one three-month extension to the nine-month deadline during the entire review process. The request shall be in the form of a written letter indicating why the extension is needed. Requests for the one-time three-month extension shall be reviewed by the City Manager or designee, with a recommendation by the Community Development Director or designee. The applicant shall receive a letter indicating whether or not the request has been granted or denied. If the request is denied, the letter must specifically indicate the reason(s) for such denial.

H. Once the Community Development staff has come to a conclusion that the application is approved, approved with conditions, approved with modifications or denied, the application shall adhere to the requirements of Section 2.07.01~~2~~ if it is classified as a major development or adhere to the requirements of Section 2.07.02~~3~~ if it is classified as a minor development.

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

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

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

***

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

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

B. If the proposal is approved with modifications, a development order may be authorized by the Community Development Director, or his designee, once the required modifications have been completed and approved by the appropriate TRC ~~TRT~~ members.

***

2.17.00. - Notice.

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

B. A sign, meeting the following requirements, shall be posted on the property:

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

***

2.26.00. – Technical Review Committee (TRC)

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

2.26.02. *Membership*

A. The initial membership on the TRC shall be capped at nine (9) members, and terms on the committee shall be for four (4) years, unless the member resigns from the committee, is removed from the committee by a majority vote of the City Council, or has their membership terminated pursuant to subsection B.
B. Membership on the TRC shall be terminated if the member: (1) files a lawsuit against the City, (2) is convicted of a felony, or a crime involving moral turpitude, or (3) fails to timely review projects to such a degree that the City Manager, Community Development Director, and Land Use Attorney all three agree is causing a detriment to the function of the TRC.
C. The membership shall include:

1. The City Land Use Attorney

   an appropriate individual from the following city departments, as applicable:

2. Community Development Department, Planning;
3. Public Services Department;
4. Parks and Recreation Department;
5. Community Development Department, Building Official or Building Official's designee;

   an appropriate individual from following agencies:

6. Destin Fire Control District (nominee must have experience as a firefighter);

   an appropriate individual from following utilities:

7. Destin Water Users (nominee must have technical experience in the area of water utilities)

8. Okaloosa Gas District (nominee must have technical experience in the area of gas utilities)
9. Gulf Power (nominee must have technical experience in the area of electrical utilities)

D. The City Manager may appoint and remove the City Staff representatives, under section 2.06.02.C., 2-5 above, as the City Manager may deem appropriate.
E. Other than the City Land Us Attorney, the City Manager shall provide the names of the nominees for the other four positions to the City Council, for the City Council's approval by a majority vote. The consideration and vote by City Council shall not be part of the Consent Agenda.

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

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

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

2.26.04 *Conduct of TRC meetings.*

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

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ARTICLE 3- DEFINITIONS.

3.00.01 – Definitions.

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

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

***

ARTICLE 5 – GENERAL PROVISIONS·

5.00.00. - Title.

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

5.01.00. - Authority.

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

***

5.03.00. - Guide for users.

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

***

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

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

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

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

***

ARTICLE 6 – CONCURRENCY MANAGEMENT SYSTEM.

6.01.00. - General requirements.

***

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

ARTICLE 20 – BUILDING REGULATIONS.

***

20.05.01. *Foundation surveys for certain work.*

A Foundation survey requirement. For all building projects which require construction of a foundation of 100 square feet or more, a foundation survey shall be submitted to the City Building ~~inspector~~ Division prior to the dry-in inspection. Such foundation survey shall be prepared by or under the direct supervision of a registered land surveyor and certified by same. Any work undertaken prior to submission of the foundation survey shall be done at the builder's risk.

~~(B) Stop work order. The city building inspector shall have authority to immediately issue a stop work order for any project requiring a foundation survey, if the survey has not been submitted to him prior to the dry-in inspection. In addition, the building inspector shall immediately issue a stop work order if, upon examination of the foundation survey, it is determined that the foundation~~

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

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

***

20.08.00. - Contractors.

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

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

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

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

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

***

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

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

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

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

ADOPTED THIS ____DAY OF _____

By: _____
Gary Jarvis, Mayor

ATTEST:

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

_____
Rey Bailey, City Clerk

_____
Kimberly Kopp, City Land Use Attorney

First Reading: _____
Second Reading: _____

ITEM # 2018-833

CITY OF DESTIN

AGENDA ITEM

COUNCIL MEETING DATE: November 5, 2018
TYPE OF AGENDA ITEM: Public Hearing

TO: City Council

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

FROM: Steve Schmidt, Deputy City Manager

DATE: October 24, 2018

SUBJECT: First Reading of Ordinance 18-27-CN - Acquisition of 108 Sibert Avenue

I. BACKGROUND: The approximately half-acre property is bounded on the northwest by city right-of-way (Sibert Avenue), on the southwest by property of the city (the currently existing Zerbe parking lot) on the southeast by property of the city (the Community Center) and on the northeast by property of the city (a half acre parcel next to the cemetery currently under construction for expansion of public parking). The property is shown on the Property Appraiser's printout attached hereto as Exhibit "A."

At the request of the City Manager, staff engaged an appraiser to do an appraisal of the property in August, 2017 (provided to Council in a prior meeting) which appraisal concluded a value of $250,000.00 for the property. In April, 2018, another appraisal was provided by the seller's representative which concluded a value of $425,000.00 for the property (also previously provided to Council). The property is currently listed on the MLS for $400,000.00. At its regular October 1st meeting, Council unanimously approved a motion to authorize City staff to enter into negotiations to acquire the property and bring it back for Council approval.

II. DISCUSSION: Pursuant to Section 3.12(b) of the City Charter, an Ordinance is required for "conveyance or lease of any lands of the city." A copy of the proposed Ordinance 18-25-CN, is included as Attachment "B." Staff has been in contact with seller's real estate broker on several occasions, and submitted the offer at the city's appraised value. After discussion with his client, the broker returned the executed contract, a copy of which is attached hereto as Exhibit "C,"

without changes.

The City attorney has approved this acquisition subject to an environmental study.

A. Link to Strategic Goals / Objectives: 3.A.1 Increase and optimize harbor area parking.

B. Effect on Budget (EOB): Purchase of this property has not been included in the FY2019 budget and will require a budget amendment.

C. Level of Service (LOS): Purchase of this property should provide an increase in the parking level of service for the harbor area.

III. CONCLUSION: Purchase of this property, when combined with the city surface parking lot properties on both the northeast and southwest sides of the subject property will provide fully contiguous 2.4 acre surface parking area. The amount of the Purchase Agreement does not exceed the appraised value, and staff recommends approval for the acquisition by Council. Upon approval by Council at this First Reading, staff will order a Phase 1 Environmental Survey (as recommended by the City Attorney), along with a Survey and Title Commitment. If the Phase 1, the survey and the title commitment show no significant concerns, staff will bring the item back for Second Reading and final approval to close.

IV. RECOMMENDED MOTION: "I move that the City Council approve Ordinance 18-27-CN on First Reading and direct staff to order a Phase 1 Environment Survey, a Property Survey and Title Commitment and bring this item back for Second Reading at the first available City Council meeting after satisfactory review of the surveys and reports."

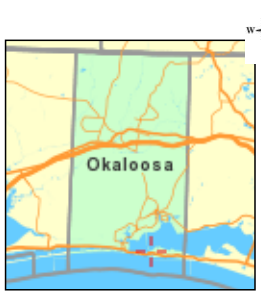
Attachments:

1. 108 Sibert Avenue - PA
2. 18-27-CN - Purchase of 108 Sibert Drive
3. Contract - Englestad
4. legal approval Sibert parcel purchase

Okaloosa County Appraiser

Parcel: 00-2S-22-0310-000D-3780 Acres: 0

Name:	ENGLESTAD WILBUR J	Land Value:	92,859
Site:	108 SIBERT AVE C DESTIN	Building Value:	1,385
Sale:	$100 on 1991-08 Reason=I Qual=U	Misc Value:	0
Mail:	608 FIR AVE NICEVILLE, FL 32578	Just Value:	94,244
		Assessed Value	94,244
		Exempt Value	0
		Taxable Value	94,244



Okaloosa County makes every effort to produce the most accurate information possible. No warranties, expressed or implied, are provided for the data herein, its use or interpretation. The assessment information is from the last certified taxroll. All data is subject to change before the next certified taxroll.
Date printed: 10/29/18 : 17:34:29

ORDINANCE 18-27-CN

AN ORDINANCE OF THE CITY OF DESTIN OF OKALOOSA COUNTY, FLORIDA, RELATING TO THE PURCHASE OF CERTAIN REAL PROPERTY; PROVIDING FOR AUTHORITY; PROVIDING FOR FINDING OF FACT; PROVIDING FOR CITY COUNCIL APPROVAL OF A CONTRACT FOR PURCHASE OF PROPERTY LOCATED AT 108 SIBERT AVENUE, DESTIN, FLORIDA; AND PROVIDING FOR AN EFFECTIVE DATE.

SECTION I. AUTHORITY. The authority for this Ordinance is Section 166.021, Florida Statutes, and Section 3.12(b)(6), City Charter.

SECTION II. FINDINGS OF FACT.

WHEREAS, the City Council finds that it will be beneficial to the City and its citizens that the property located at 108 Sibert Avenue, Destin, Florida, be purchased; and

WHEREAS, Section 3.12(b)(6) of the City Charter requires the City of Destin to authorize by administrative action the purchase of City Property.

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

SECTION III. PURCHASE OF REAL PROPERTY APPROVAL. The Offer and Purchase Agreement between the City and Wilbur J. Englestad, a copy of which is attached and made a part hereof by reference, for the purchase of real property, more particularly described as:

> A parcel of land lying in Township 2 South, Range 22 West, Okaloosa County, Florida, being more particularly described as follows:
>
> Lot 378, Block D, Second Revision of Calhoun Subdivision of addition to Town of Destin, Florida, according to the plat thereof as recorded in Plat Book 2, Page 43-A, Public Records of Okaloosa County, Florida.
>
> Being further described as Okaloosa County Property Tax ID No 00-2S-22-0310-000D-3780.

is approved and purchase of the land by administrative action is authorized. The Offer and Purchase Agreement contains the imposition of conditions by the City authorized to be imposed by the City Council. The Mayor and City Clerk are authorized to execute and deliver such documents as are necessary to purchase the property.

SECTION IV. EFFECTIVE DATE. This ordinance shall take effect immediately upon approval by Council and signature of the mayor.

ADOPTED THIS 19th DAY OF NOVEMBER 2018.

By: _____
Gary Jarvis, Mayor

The technical format of the foregoing ordinance, has been approved by the City Attorney. However, the City Attorney does not provide any opinion as to the substance of any attachments, nor any opinion as to the quality/status of the title proposed to be conveyed, nor any opinion as to whether the sellers have authority to convey the real property, nor any opinion as to the accuracy of the metes and bounds description contained herein.

ATTEST:

_____ _____

Rey Bailey, City Clerk Jeff Burns, City Attorney

First Reading: November 5, 2018
Second Reading: December 17, 2018

CONTRACT FOR PURCHASE AND SALE

THIS **CONTRACT FOR PURCHASE AND SALE** ("**Contract**") is made by and between **WILBUR J. ENGLESTAD**, an individual, whose address is 608 Fir Avenue, Niceville, Florida 32578 (hereinafter referred to as "**Seller**"), and the **CITY OF DESTIN, FLORIDA**, a municipal corporation, with a principal address of 4200 Indian Bayou Trail, Destin, Florida 32541 ("**Buyer**"). For and in consideration of a valuable sum in dollars, the premises and the mutual covenants and obligations created hereby, as well as other good and valuable considerations, Buyer agrees to buy and Seller agrees to sell the following described real property subject to and upon the terms and conditions set forth below. The effective date of this Contract (the "**Effective Date**") shall be the date upon which the last of Seller and Buyer shall have signed this Contract.

ARTICLE I - PROPERTY

The real property which is the subject matter of this Contract consists of one Okaloosa County tax parcel comprising approximately .51 acres, located at 108 Sibert Avenue C, Destin, Florida 32541, and is more particularly described in **Exhibit "A"** attached hereto and fully incorporated herein by this reference (the "**Property**"). The Okaloosa County Tax Parcel Identification Number for the Property is 00-2S-22-0310-000D-3780.

ARTICLE II - PURCHASE PRICE

Purchase Price. The purchase price (the "**Purchase Price**") for the Property shall be TWO HUNDRED FIFTY THOUSAND DOLLARS AND NO/100 ($250,000.00).

ARTICLE III - CLOSING AND CLOSING DATE

The transaction contemplated by this Contract shall be closed (the "**Closing**"), the Purchase Price applied to closing costs and the deed, and the exclusive possession of the Property, free of all occupants, shall be delivered to Buyer at Closing. The closing date shall be on or before 90 days following the Effective Date, unless extended pursuant to the terms of Section 5.7 herein.

ARTICLE IV - TERMS AND CONDITIONS

The additional terms and conditions of this Contract are as follows:

4.1. **Evidence of Title**. Buyer, at Buyer's expense and within thirty (30) days from the Effective Date, shall obtain a title insurance commitment (the "**Title Commitment**") to issue an ALTA Owner's Title Insurance Policy from a title insurance company acceptable to Buyer (the "**Title Insurance Company**") in the amount equal to the appraisal of the property, naming Buyer as the proposed insured. The Title Commitment shall show good, marketable and insurable fee simple title to the Property to be vested in Buyer, liens, encumbrances, exceptions and qualifications which will not interfere with or impair the Property's use; exceptions permitted by the provisions of this Contract; and those exceptions which are capable of and are actually to be discharged by Seller at or before Closing (all other exceptions to title being deemed title defects

for purposes of this contract). Legible and complete copies of all instruments listed as exceptions to title (commonly identified as Schedule B-II exceptions in the Title Commitment) shall be delivered with the Title Commitment. If title is found to be defective, Buyer shall, within ten (10) days from the date it receives the Title Commitment, notify Seller in writing to that effect specifying the defects. Seller shall have twenty (20) days from the receipt of Buyer's notice specifying the title defects to cure the defects and, if after said period Seller shall not have cured the defects, or if Seller shall not have progressed to a point where the defects are certain to be remedied prior to Closing, or where the removal of such defects is not otherwise assured to Buyer's satisfaction, Buyer shall have the option of (i) accepting the title "as is" or (ii) terminating the Contract after which Buyer and Seller shall each be released from all further obligations to each other respecting matters arising from this Contract.

4.2. **Survey**. Buyer may, at Buyer's expense, obtain a survey of the Property (the "**Survey**") prepared by a licensed Florida land surveyor within the last thirty (30) days before closing, or in the alternative, an update of an earlier survey re-dated to a point in time within the last thirty (30) days which complies with the Minimum Standard Detail Requirements for ALTA/ACSM Land Title Surveys adopted in 2011. If the Survey shows any encroachments onto the Property and/or improvements located outside its boundaries or encroachments by improvements principally located on the Property over required setback lines or over onto the property of others or onto any public right-of-way adjacent to the Property, or if it is apparent that the Property violates existing title covenants and/or applicable zoning laws or ordinances, Buyer shall notify Seller in writing to that effect specifying the defects. Seller shall have until thirty (30) days from receipt of Buyer's notice specifying the Survey defects in which to cure such defects. If after said period Seller shall not have cured the defects, or if Seller shall not have progressed to a point where the defects are certain to be remedied at or prior to Closing, Buyer shall have the option of (i) accepting the condition of the Property as disclosed in the Survey in an "as is" condition, or (ii) terminating the Contract, thereupon Buyer and Seller shall each be released from all further liabilities and obligations to each other with respect to all matters arising from this Contract.

The parties acknowledge that upon the execution of this Contract the only available legal description of the Property was the legal description of the Property contained within Article I of the Contract. The survey will be by a metes and bounds description and said description shall be incorporated into this Contract as if included herein at the Effective Date of this Contract. The survey and legal description shall be approved by both parties prior to incorporation into the Contract. Said approval shall not be unreasonably withheld by the parties.

4.3. **Conveyance**. Seller shall convey title to the Property to Buyer by Warranty Deed (the "**Deed**"), subject only to: (i) taxes for the year of Closing; and (ii) matters disclosed in the title evidence provided to and accepted or deemed accepted by Buyer.

4.4. **Closing Affidavit**. At the Closing, Seller shall furnish Buyer with an affidavit (i) testifying to the absence of any claims, encumbrances, taxes, assessments, liens or potential lienors known to Seller not disclosed in the Title Commitment and Deed, (ii) further attesting that there

have been no improvements to the Property by or through Seller for the ninety (90) day period immediately preceding the date of Closing, the cost of which remains unpaid, (iii) agreeing to take no action prior to recording the Deed which would adversely affect the title to the Property, (iv) testifying that possession of the Property is subject only to those matters accepted by Buyer pursuant to the terms hereof, if any, and that Seller is otherwise in exclusive, peaceable and undisputed possession of the Property, and (v) testifying that there are no actions or proceedings now pending in any state or federal court to which Seller is a party including, but not limited to, proceedings in bankruptcy, receivership or insolvency, which would affect the Property, the title to the Property or Seller's ability to close on the sale of the Property to Buyer except as disclosed in the Title Commitment. Seller shall also furnish such other evidence, affidavits or information required by the Title Insurance Company so that the Title Insurance Company will be able to eliminate all standard exceptions from the Title Commitment at Closing, except for taxes for the year of Closing which are not yet due or payable.

4.5. **Place of Closing**. Closing shall be held by express courier or at the offices of the title agent, or such other location as is mutually agreed upon by Buyer and Seller.

4.6. **Documents for Closing**. Buyer's attorney or title agent shall prepare the Deed, Seller's affidavit, closing statement, and any corrective instruments that may be required in connection with perfecting title.

4.7. **Expenses**. State documentary tax for the Deed and the cost of recording all corrective documents needed to complete the transaction shall be borne by Seller. Buyer shall pay for the title insurance premium, recording the Deed and all fees and expenses arising from or associated with the simultaneous issuance of a lender's title insurance commitment and policy, if any, and any and all endorsements to such policy required by its lender.

4.8. **Prorations and Escrow Balance**. Taxes and other expenses and all revenue of the Property shall be prorated as of the date of Closing.

4.9. **Proration of Taxes; Real and Personal**. Taxes shall be prorated based upon the current year's tax based on the highest discount available at Closing. If the Closing occurs on a date when the current year's taxes are not fixed and the current year's assessment is available, taxes will be prorated based upon such assessment and the prior year's millage. If the current year's assessment is not available, then taxes will be prorated based on the prior year's tax; provided, however, if there are completed improvements on the Property by January 1st of the year of Closing, which improvements were not in existence on January 1st of the prior year, then the taxes shall be prorated to the date of Closing based upon the prior year's millage and an equitable assessment to be agreed upon between the parties, failing which request will be made to the county tax assessor for an informal assessment. If the Property is assessed as part of a larger tract of land and a "cut out" is not available from the tax assessor at the time of Closing, the taxes for the Property shall be estimated and prorated based upon the ratio of the size of the Property in relation to the overall tract of which the Property forms a part, taking into consideration matters of zoning as described in the tax assessor's records. Any tax proration based on an estimate may, at the

request of either party, be subsequently readjusted upon receipt of the actual tax bill. This provision for reproration shall survive the Closing.

Real Estate and Personal Property Taxes. Seller shall be responsible for real estate and personal property taxes owing for tax years prior to the 2018 calendar year, if any, and for the portion of the 2018 calendar year during which Seller owned the Property (*i.e.*, Seller shall be responsible for real estate and personal property taxes owing for the period beginning on January 1, 2018 and ending (but not including) on the Closing date. Unless Purchaser is exempt from payment thereof by applicable law, Purchaser shall be responsible for real estate and personal property taxes owing for the period commencing on the Closing date and ending on December 31, 2018. The Escrow Agent shall ensure compliance with Florida Statute 196.295 at Closing. Purchaser shall pay any real and personal property taxes billed with respect to the Property after Closing. Purchaser shall be solely responsible for and hold Seller harmless from any so-called "rollback" or similar taxes or assessments owing on the Property resulting from the sale thereof to Purchaser or any change in the Improvements or the use of the Property by Purchaser following Closing.

4.10. **Special Assessment Liens**. Special assessment liens which are certified, confirmed and ratified as of the date of Closing are to be paid by Seller. Special assessment liens which are certified, confirmed and ratified but payable in installments post Closing shall be paid in full by Seller at Closing. Special assessment liens pending as of the date of Closing shall be assumed by Buyer; provided, however, that if the improvements which form the basis for such special assessment are substantially completed as of the date of Closing they shall be deemed to have been certified, confirmed or ratified and Buyer shall, at Closing, be credited with an amount equal to the last estimate of the assessment for the improvement made by the appropriate public body.

4.11. **Default**. If Buyer fails to perform any of Buyer's covenants set forth in this Contract, the Deposit, if any, shall be paid to and retained by and for the account of Seller as agreed upon liquidated damages and in full settlement of any claims whatsoever. If Seller fails to perform any of Seller's covenants set forth in this Contract or fails to convey the Property when Seller is obligated to do so in accordance with the terms hereof, Buyer shall have, as its sole and exclusive remedies, the election of either (i) demanding and receiving a refund of the Deposit, if any, immediately or (ii) the right of specific performance against Seller.

4.12. **Severability**. If any one or more of the provisions of this Contract is held invalid, illegal or unenforceable, the remaining provisions of this Contract shall be unimpaired, and the remaining provisions of this Contract shall be construed to best carry out the original intent of the parties hereto.

4.13. **Complete Agreement**. This Contract evidences the complete understanding of the parties hereto as respects the matters addressed herein. No agreement or representation, unless set forth in this Contract, shall bind either of the parties hereto.

4.14 **Notices**. Notices to Seller and Buyer shall be deemed delivered (i) when hand delivered, or (ii) one (1) business day following delivery to an express delivery courier, such as Federal Express, or (iii) three (3) days following deposit in U.S. mail, certified, return receipt requested. Notice shall be given to the following addresses:

To Seller:	Wilbur J. Englestad 608 Fir Avenue Niceville, FL 32578
To Buyer:	City of Destin Attention: City Manager 4200 Indian Bayou Trail Destin, FL 32541

4.15. **FIRPTA - Right to Withhold**. Seller agrees that Buyer may deduct and withhold from the Purchase Price provided in Article II hereof, a tax in the amount of ten percent (10%) of the amount realized (as that term is used in Section 1445(a) of the Internal Revenue Code) by Seller pursuant to this Contract, except upon the occurrence of either (A) or (B) below:

(A) At or prior to Closing, Seller provides to Buyer a Certificate of Non-Foreign Status or a Non-USRPHC Statement described in and complying with Section 1445(b)(2) or (3) of the Internal Revenue Code of 1986, as amended (the "**Code**") (all references to Section or the Code include any successor provisions thereto and any Treasury Regulations promulgated in connection thereto) and Buyer has no knowledge or notice that such Certificate or Statement is false; or

(B) At or prior to Closing, Buyer received a withholding certificate described in Temp. Treas. Reg. Section 1.1445-3T or Rev. Proc. 85-41.

Buyer agrees that any amount deducted and withheld pursuant to this Section shall be remitted to the Internal Revenue Service in accordance with Section 1445 of the Code and the Regulations thereunder.

4.16. **Environmental Status**. Seller warrants and represents to Buyer that, to Seller's knowledge, (i) the Property is free of all hazardous waste or substances except as may be permitted by applicable law; (ii) that the Property has been operated and maintained in compliance with all applicable environmental laws, statutes, ordinances, rules and regulations; (iii) no other release of any hazardous waste or substances has taken place on the Property, (iv) no migration of hazardous waste or substances has taken place from the Property which would cause the release of any hazardous waste or substance on any adjoining lands or any other lands in the vicinity of the Property; and (v) there are no bulk or underground tanks on or in the Property, and, no bulk or underground storage tanks have ever been located on or in the Property.

The term hazardous waste or substances shall include those substances included within the definitions of "hazardous substances", "hazardous materials", "toxic substances", or "solid waste" in CERCLA, RCRA, and the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq., and in the regulations promulgated pursuant to said laws or any replacement thereof; such other substances, materials and wastes which are or become regulated under applicable local, state or federal law, or which are classified as hazardous or toxic under federal, state, or local laws or regulations.

Seller has no notice or knowledge of the on-site existence of any "Endangered and Threatened Species," flora and fauna as identified by the U.S. Fish and Wildlife Service's "List of Endangered and Threatened Wildlife and Plants" as may be amended from time to time. Seller further warrants no knowledge of the on-site existence of any upland conservation areas which are preserved, or may be preserved, for the purposes of providing of wildlife habitat.

The provisions of this Section 4.16 shall survive the Closing or earlier termination of this Contract.

4.17. **Right of Inspection**. During the term of this Contract, Buyer, its agents, employees and representatives, may have access to the Property and the records of the Property (including those on file with any governmental agency) at all reasonable times subsequent to the Effective Date of this Contract with the right, at Buyer's expense, to inspect the Property and to conduct all tests and borings thereon as Buyer, its licensed engineers, surveyors and the like shall deem reasonably necessary or desirable to fulfill the tests and investigations contemplated by the Contract. Any entry on or to the Property by Buyer or its authorized representatives pursuant to the provisions hereof shall be at the risk of Buyer, and to the extent of the monetary limitations in Fla. Stat. 768.28, Buyer hereby indemnifies, protects, and holds Seller harmless and agrees to defend Seller from and against any and all claims, demands, losses, damages, and liabilities (including but not limited to personal injury and property damage claims and mechanics' or other liens), together with related costs and expenses, including reasonable attorney fees and litigation costs, caused by Buyer or Buyers' agents on or to the Property. This does not waive Buyer's right to sovereign immunity. In addition, Buyer shall keep the Property free from any liens which could arise as a result of the exercise by Buyer of any of its rights hereunder.

4.18. **WAIVER OF TRIAL BY JURY**. SELLER AND BUYER HEREBY MUTUALLY, VOLUNTARILY AND INTENTIONALLY WAIVE THE RIGHT EITHER MAY HAVE TO A TRIAL BY JURY REGARDING ANY LITIGATION BASED OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS CONTRACT OR ANY AGREEMENT CONTEMPLATED TO BE DELIVERED IN CONJUNCTION THEREWITH, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER ORAL OR WRITTEN) OR ACTIONS OF EITHER PARTY. THIS PROVISION IS A MATERIAL INDUCEMENT FOR EACH OF SELLER AND BUYER ENTERING INTO THIS CONTRACT.

ARTICLE V - SPECIAL CONDITIONS

Seller has made a limited number of representations and warranties to Buyer in this Contract. In consideration of Buyer waiving additional conditions, representations or warranties from Seller, Seller and Buyer hereby agree as follows:

5.1. **Condition Precedent**. Buyer's obligation to close under this Contract shall be subject to the satisfaction of the following conditions precedent enumerated below. In the event any one of these conditions is not satisfied for any reason whatsoever, then this Contract shall terminate, and Buyer and Seller shall be fully relieved from all further rights and responsibilities under this contract.

(A) The complete execution of this Contract by Seller and Buyer and the approval of this Contract by Buyer's City Council at a public meeting, pursuant to §166.045, Fla. Stat.

(B) No action, suit, proceeding, or official investigation shall have been threatened, announced, or commenced by any person or federal, state or local government authority or agency that seeks to enjoin, assess civil or criminal penalties against, or obtain any judgment, order, or consent decree, with respect to either party hereto, in connection with their respective representations and obligations under this Contract.

(C) Seller shall fully comply with the provisions of Section 286.23, Florida Statutes by executing and delivering an Affidavit in the form of the Affidavit of Interest in Real Property - Florida Statute 286.23, a copy of which is attached hereto as **Exhibit "B."**

5.2. **Inspection Period**. Buyer shall have until the date of Closing (herein the "**Inspection Period**") in which to conduct an investigation of the Property, including, by way of illustration and not in limitation and subject to Section 4.17: inspections as to the physical condition of the Property, investigate the availability of utilities, status of zoning or ability to rezone, zoning codes, building codes, physical condition and any other condition or characteristic of the Property which Buyer may deem necessary or relevant to Buyer in purchasing the Property. Should Buyer, in its sole discretion, for any reason become dissatisfied or concerned with the result of any such investigation, search, inquiry or report as contemplated hereby, then Buyer may, prior to the expiration of the Inspection Period, terminate this Contract by written notice thereof to Seller. Notwithstanding anything to the contrary contained herein, if Buyer has not terminated this Contract by written notice delivered to Seller prior to Closing, then the Deposit (if any) shall be applicable to the Purchase Price but non-refundable, other than pursuant to Section 5.1 hereof, except in the event of a default by Seller hereunder.

5.3. **Delivery of Materials**. Within five (5) days after the Effective Date of this Contract, Seller shall deliver to Buyer copies of all existing studies, tests, environmental audits, soil borings results, surveys, site plans, reports, plans, permits, petitions, warranties, applications, certificates, reservations, agreements, development orders, approvals, maps, aerials and related materials in its possession relating to the Property.

5.4. **Brokerage**. Buyer and Seller represent to each other that neither party has dealt with or engaged a broker with respect to the transaction contemplated herein, except as set forth in subsection 5.4(a). Each party hereby agrees to indemnify the other from and against any claim for brokerage commission or finder's fee asserted by any other person, firm or corporation claiming by, through or under said party.

5.4(a). Seller's Broker is:

(IF APPLICABLE)

Seller shall be solely responsible for payment to Seller's broker in an amount that is equal to ____ percent (__%) of the Purchase Price.

5.5. **Seller Warranties**. During the period that this Contract is in effect, Seller shall maintain the Property in its current condition, reasonable wear and tear excepted.

5.6. **Seller Not to Convey**. Seller shall not convey any interest in the Property after the signing of this Contract without the prior joinder and written consent of the Buyer.

5.7. **Headings; Entire Agreement; Governing Law**. The headings contained in this Contract are for reference purposes only and shall not affect in any way the meaning or interpretation of this Contract. This Contract constitutes the entire agreement and supersedes all prior agreements and understandings, both written and oral, among the parties with respect to the subject matter hereof, and this Contract may be executed in separate counterparts, each of which shall be deemed an original, and all which shall constitute one and the same instrument. This Contract shall be governed in all respects, including validity, interpretation and effect, by the laws of the State of Florida.

IN WITNESS WHEREOF, the parties have executed this instrument as of the day and year indicated below.

Signed, sealed and delivered in the presence of:

_____

_____
(print name)

_____

_____
(print name)

SELLER:

WILBUR J. ENGLESTAD

By:_____
Wilbur J. Englestad

Date: _____

Signed, sealed and delivered in the presence of:

_____

_____
(print name)

_____

_____
(print name)

BUYER:

CITY OF DESTIN, FLORIDA

By:_____
Lance Johnson, Interim City Manager

ATTEST:

By:_____
Rey Bailey, City Clerk

Date:_____

EXHIBIT "A"

[THE "PROPERTY"]

Lot 378, Block D, Second Revision of Calhoun Subdivision of addition to Town of Destin, Florida, according to the plat thereof as recorded in Plat Book 2, Page 43-A, Public Records of Okaloosa County, Florida.

EXHIBIT "B"

AFFIDAVIT OF INTEREST IN REAL PROPERTY – F.S. 286.23

THIS AFFIDAVIT OF INTEREST IN REAL PROPERTY is made and entered into this _____ day of _____, 2018, for the sole purpose of compliance with Section 286.23 of the Florida Statutes.

The undersigned hereby swears and affirms that the following is true:

The undersigned is/are the legal title holder(s) of the real property described on the attached Exhibit "A"; and *(select appropriate option below):*

☐ *(check if applicable)* – The name(s) and address(es) of every person having a beneficial interest in the real property described on the attached Exhibit "A" however small or minimal is/are:

	Name	Address
a)	Wilbur J. Englestad	608 Fir Avenue, Niceville, Florida 32578
b)		
c)		

☐ *(check if applicable)* – All beneficial interests in the property are exempt from disclosure because the entity identified above as the owner of the real estate is an entity registered with the Federal Securities Exchange Commission or the Florida Department of Financial Services pursuant to Chapter 517, Florida Statutes, whose interest is for sale to the general public.

[SIGNATURE ON FOLLOWING PAGE]

WITNESSES:

_____ _____
Wilbur J. Englestad

_____
(print)

Address: 608 Fir Avenue, Niceville, Florida 32578

_____

_____
(print)

STATE OF _____

COUNTY OF _____

SWORN TO and subscribed before me this _____ day of _____, 2017, by WILBUR J. ENGLESTAD, (check one) ☐ who is personally known to me or ☐ who provided _____ as identification.

_____
Print Name: _____
Notary Public

Wed 10/31/2018 2:52 PM

Jeff Burns <jlburns@asglegal.com>

RE: 108 Sibert (5-C)

To Lance Johnson; Kyle Bauman

I had approved of the acquisition subject to an environmental study.

Jeffrey L. Burns, Esq.*
Attorney At Law

***Licensed to practice law in Florida and Alabama**

Anchors Smith Grimsley, PLC
909 Mar Walt Drive, Suite 1014, Fort Walton Beach, Florida 32547
Main Number: (850) 863-4064 | **Fax Number:** (850) 664-5728

From: Lance Johnson [mailto:ljohnson@cityofdestin.com]
Sent: Wednesday, October 31, 2018 2:51 PM
To: Kyle Bauman <kbauman@asglegal.com>
Cc: Jeff Burns <jlburns@asglegal.com>
Subject: 108 Sibert (5-C)

Kyle:

Can you approve the 108 Sibert Ave Acquisition item (#5-C).

Lance A. Johnson, MS, CPM
Interim City Manager
(850) 837-4242
4200 Indian Bayou Trail
Destin, FL 32541

ITEM # 2018-738

CITY OF DESTIN

AGENDA ITEM

COUNCIL MEETING DATE: November 5, 2018
TYPE OF AGENDA ITEM: Consent Agenda

TO: City Council

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

FROM: Joe Bodi, Public Services Engineering Asst.

DATE: September 28, 2018

SUBJECT: National Fish and Wildlife Foundation (NFWF) - Chickasaw Way Drainage Improvements Project, Change Order No.1

I. BACKGROUND: The National Fish and Wildlife Foundation (NFWF) approved additional drainage work in the Indian Bayou Subdivision and City Council approved the project for construction on July 2, 2018. The project included sealing 6 storm drain boxes and replacing 9 corrugated metal pipe connections that are causing large sinkholes that damage the pavement and are creating safety hazards. The cost of the project is $64,052.30 and is funded from the NWFW grant money.

II. DISCUSSION: While excavating around the inlets to seal them it was discovered that the original metal pipes were very badly rusted through and required replacement. After conversations with the NFWF, they agreed to include this change order for the repairs. The City's continuing services contractor, H&T Contractors, LLC provided a quote for repairs in amount of $19,922.25. NFWF approved of the change order and will provide the funding to pay for the additional repairs.

A. Link to Strategic Goals / Objectives: 2B1 Design and Construct existing stormwater priority projects.

B. Effect on Budget (EOB): The City received a grant for $3,593,617.95 in CIP SW51L. Approximately $841,000 is available from the proceeds of the grant after all initial projects are complete; therefore there are sufficient funds available for this project.

C. Level of Service (LOS): There will be an increase in the level of service for the stormwater facilities on Chickasaw Way in Indian Bayou

subdivision.

III. CONCLUSION: NFWF has agreed to fund the project and has approved H & T Contractors, LLC to complete the work.

IV. RECOMMENDED MOTION: I move that the City Council authorize the City Manager execute Change Order No. 1 for the Chickasaw Way Drainage Improvements with H & T Contractors, LLC in the amount of $19,922.25.

Attachments:

1. NFWF Approval of Amendment for Project #45909 Choctawhatchee Bay – Destin Harbor, Joe's Bayou, and Indian Bayou Water Quality Improvement (FL)
2. Chickasaw Way Drainage, Change Order No. 1

From:	easygrants@nfwf.org
To:	Lorraine Berish
Cc:	jay.wright@nfwf.org
Subject:	Approval of Amendment for Project #45909 Choctawhatchee Bay – Destin Harbor, Joe's Bayou, and Indian Bayou Water Quality Improvement (FL)
Date:	Wednesday, October 24, 2018 3:40:41 PM

Dear Lorraine:

NFWF received and reviewed your request for an amendment ("Amendment"), dated October 12, 2018, to the Funding Agreement, effective October 1, 2015, for the above-captioned Project. NFWF hereby agrees to the requested Amendment. Capitalized terms used but not defined herein shall have the respective meanings assigned thereto in the Funding Agreement.

The City of Destin is now required to perform the Project in accordance with the "Amended Project Budget" set forth in the "Comparative Budget" section of the Amendment.

The City of Destin and NFWF acknowledge and agree that the City of Destin's request for the Amendment and NFWF's agreement thereto as set forth herein constitute, as of the date of this approval, a formal amendment to the Funding Agreement for the Project in accordance with Section 16 ("Amendments") of the Funding Agreement. The City of Destin and NFWF acknowledge that all other conditions of the original Funding Agreement shall remain the same.

Please contact Jay Wright (jay.wright@nfwf.org) with any questions.

Thank you,

National Fish and Wildlife Foundation

CONTRACTOR: H&T Contractors, LLC. **Date:** 9/28/2018

Work Order Number: **Completion Date:**

Calendar Days:

Description of Work: Chickasaw Change Order

Item No.	Description	Unit	Unit Price	Quantity	Extension
1	2" Type SP – 12.5 Asphalt Concrete Superpave (Coarse)	SY	$9.50	0.00	$ -
2	1 ½" Type SP – 12.5 Asphalt Concrete Superpave (Fine)	SY	$8.50	0.00	$ -
3	1" Type SP - 9.5 Asphalt Concrete Overlay (Fine)	SY	$7.00	0.00	$ -
4	Milling of existing asphalt (average 1 in depth)	SY	$3.00	0.00	$ -
5	Milling of existing asphalt (average 2 in depth)	SY	$4.00	0.00	$ -
6	8" Graded Aggregate Base, delivered and compacted (LBR 100 compacted to 98% modified proctor density per AASHTO T-180)	SY	$9.50	0.00	$ -
7	6" Graded Aggregate Base, delivered and compacted (LBR 100 compacted to 98% modified proctor density per AASHTO T-180)	SY	$8.50	0.00	$ -
8	4" Graded Aggregate Base, delivered and compacted (LBR 100 compacted to 98% modified proctor density per AASHTO T-180)	SY	$7.00	0.00	$ -
9	Stabilized Subbase (12") (LBR 40 compacted to 98% modified proctor density per AASHTOT-180)	SY	$3.50	0.00	$ -
10	Stabilized Subbase (6") (LBR 40 compacted to 98% modified proctor density per AASHTOT-180)	SY	$3.00	0.00	$ -
11	Prime Coat	SY	$0.75	0.00	$ -
12	Tack Coat	SY	$0.75	0.00	$ -
13	Asphalt Cut with Abrasive Blade	LF	$4.00	0.00	$ -
14	Concrete Cut with Abrasive Blade	LF	$4.00	0.00	$ -
15	Silt Fence	LF	$2.00	0.00	$ -
16	Straw Waddle	LF	$3.00	0.00	$ -
17	Manhole Adjustment	EACH	$400.00	0.00	$ -
18	Valve Box Adjustment	EACH	$150.00	0.00	$ -
19	Removal of Concrete over 6 inches	SY	$7.50	0.00	$ -
20	Removal of Asphalt up to 4 inches thick	SY	$6.00	0.00	$ -
21	Removal of Asphalt over 4 inches	SY	$6.00	0.00	$ -
22	Fill Dirt provided, delivered, spread and compacted on grade	CY	$12.00	40.00	$ 480.00
23	Clear & Grub	SY	$0.22	0.00	$ -
24	Debris Hauling	CY	$12.00	40.00	$ 480.00
25	Tree trimming	HR	$150.00	0.00	$ -
26	Aluminum Pipe Guiderail (FDOT Index 870)	LF	$150.00	0.00	$ -
27	Guardrail (FDOT Index 400)	LF	$125.00	0.00	$ -
28	Mobilization	LUMP	$2,500.00	0.00	$ -
29	12" inch RCP provided, delivered, and installed	LF	$28.00	0.00	$ -
30	15" inch RCP provided, delivered, and installed	LF	$29.00	0.00	$ -
31	18" inch RCP provided, delivered, and installed	LF	$34.00	0.00	$ -
32	24" inch RCP provided, delivered, and installed	LF	$42.00	0.00	$ -
33	30" inch RCP provided, delivered, and installed	LF	$55.00	0.00	$ -
34	36" inch RCP provided, delivered, and installed	LF	$65.00	0.00	$ -
35	42" inch RCP provided, delivered, and installed	LF	$90.00	0.00	$ -
36	48" inch RCP provided, delivered, and installed	LF	$120.00	0.00	$ -

37	12” inch ADS Culvert Pipe provided, delivered, and installed	LF	$20.00	0.00	$	-
38	15” inch ADS Culvert Pipe provided, delivered, and installed	LF	$22.00	0.00	$	-
39	18” inch ADS Culvert Pipe provided, delivered, and installed	LF	$25.00	0.00	$	-
40	24” inch ADS Culvert Pipe provided, delivered, and installed	LF	$30.00	140.00	$	4,200.00
41	30” inch ADS Culvert Pipe provided, delivered, and installed	LF	$38.00	0.00	$	-
42	36” inch ADS Culvert Pipe provided, delivered, and installed	LF	$47.00	0.00	$	-
43	42” inch ADS Culvert Pipe provided, delivered, and installed	LF	$85.00	0.00	$	-
44	48” inch ADS Culvert Pipe provided, delivered, and installed	LF	$95.00	0.00	$	-
45	Concrete Headwall or Drainage Structure	CY	$600.00	0.00	$	-
46	Mitered end section – medium 12 inches to 15 inches	EACH	$800.00	0.00	$	-
47	Mitered end section – large 18 inches to 24 inches	EACH	$4,000.00	0.00	$	-
48	Concrete flume (4 in thick)	SY	$48.00	0.00	$	-
49	Inlet Apron (4 in thick)	SY	$48.00	0.00	$	-
50	Raise existing inlet (assume 3 in adjustment)	EACH	$1,000.00	0.00	$	-
51	Lower existing inlet (assume 3 in adjustment)	EACH	$800.00	0.00	$	-
52	6 in Diameter Yard Inlet, installed, maximum 2 in depth	EACH	$600.00	0.00	$	-
53	Excavation and Haul Off	CY	$8.00	0.00	$	-
54	Well Points	DAY	$3,500.00	3.00	$	10,500.00
55	Grout (joint)	EACH	$500.00	0.00	$	-
56	Compaction of Subgrade, Soil, and Backfill (Up to 6” Thick)	SY	$8.00	0.00	$	-
57	Swale Installation (grading)	CY	$10.00	100.00	$	1,000.00
58	Concrete Collar (any size)	EACH	$400.00	0.00	$	-
59	Rip Rap Rubble (up to 12” stone, 18” thick)	SY	$200.00	0.00	$	-
60	Rip Rap Rubble (up to 24” stone, 36” thick)	SY	$400.00	0.00	$	-
61	6 inch Drain pipe	LF	$15.00	0.00	$	-
62	Type “C” inlet installed (maximum depth 6 ft)	EACH	$2,500.00	0.00	$	-
63	Concrete Driveway 6 inches thick-fiber reinforced	SY	$48.00	0.00	$	-
64	Concrete Sidewalk – 4 inches thick installed	SY	$43.00	0.00	$	-
65	Concrete Flat/Ribbon Curb fiber reinforced (12” wide by 8” deep)	LF	$15.00	0.00	$	-
66	Concrete Type “D” Curb fiber reinforced	LF	$25.00	0.00	$	-
67	Concrete Type “E” Curb & Gutter fiber reinforced	LF	$18.00	0.00	$	-
68	Concrete Type “F” Curb & Gutter fiber reinforced	LF	$18.00	0.00	$	-
69	Concrete Modified (18”) Type “F” Curb & Gutter fiber reinforced	LF	$17.00	0.00	$	-
70	ADA truncated dome mat installation	SF	$40.00	0.00	$	-
71	Traffic Control (MOT) cost	DAY	$1,500.00	0.00	$	-
72	Bermuda Sod installed	SY	$5.40	0.00	$	-
73	St Augustine Sod installed	SY	$6.75	187.00	$	1,262.25
74	Centipede Sod installed	SY	$3.30	0.00	$	-
75	Irrigation Repair	HR	$75.00	0.00	$	-
76	Type “C” inlet installed (depth 6-10 ft)	EACH	$4,000.00	0.00	$	-
77	Type “C” inlet installed (depth 10 -14 ft)	EACH	$6,000.00	0.00	$	-
78	Type “C” inlet installed (maximum depth 6 ft)	EACH	$2,500.00	0.00	$	-
			Total		$	17,922.25

Additional Contract Items					
Item No.	**Description**	**Unit**	**Unit Price**	**Quantity**	**Extension**
79	Asph Reinforcing Fibers for 2" Thick Pvmt Contractor Provided	SY	$ 1.20	-	$ -
81	Asph Reinforcing Fibers for 1.5" Thick Pvmt Contractor Provided	SY	$ 0.90	-	$ -
83	Asph Reinforcing Fibers for 1" Thick Pvmt Contractor Provided	SY	$ 0.55	-	$ -
			Total		$ -
	Contengent Items from Price Sheet	LS	**Total**		$ 2,000.00
			Grand Total		$ 19,922.25

CONTRACTOR REPRESENTITIVE: _____ DATE _____

DIRECTOR OF PUBLIC SERVICES: _____ DATE _____

ITEM # 2018-751

CITY OF DESTIN

AGENDA ITEM

COUNCIL MEETING DATE: November 5, 2018
TYPE OF AGENDA ITEM: City Manager Report

TO: City Council

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

FROM: Tim Pietenpol, Deputy Public Services Director

DATE: 10/19/2018

SUBJECT: Airport Road Emergency Repair, Request for Payment Authorization

I. BACKGROUND: Staff had been monitoring 2 depressions next to manholes on Airport Road for approximately 4 months. Field crews filled the depressions with cold patch as a temporary measure pending further investigation (see photo). Unfortunately, no obvious problems could be determined from examining the roadway neither from above nor from within the manhole itself. After the rains on September 24th and 25th, a hole was created in the asphalt in the west bound lane in front of the Fire Station. Staff probed the area which revealed a significant void under the asphalt approximately 4 feet deep. Staff contacted our continuing services contractor who investigated the area on Wednesday and performed repairs at 2 locations on Thursday and Friday. It could not be determined until after the excavation that the sealant at the joints where the pipe met the box had failed. This resulted in road base material being sucked into the box over time creating a void under the roadway at both locations.

II. DISCUSSION: Staff is requesting Council authorize payment of the invoice from H & T Contractors, LLC for the emergency stormwater repairs conducted on Airport Road in the amount of $15,831.50.

A. Link to Strategic Goals / Objectives: I. Enhanced Quality of Life, I.C.2., I.C.3, I.C.4, I.C.5 and III. Organizational Excellence, III.A.1

B. Effect on Budget (EOB): $15,831.50

C. Level of Service (LOS): Quick response by our continuing services contractor prevented what could have been significant damage to vehicles and commuters alike had the roadway failed.

III. CONCLUSION: The damaged stormwater system has been repaired and the road surface has been patched.

IV. <u>RECOMMENDED MOTION</u>: I move that the City Manager be authorized to pay the invoice for the emergency repair of the storm sewer pipe on Airport Road in the amount of $15,851.50.

Attachments:

1. Airport Rd Sinkhole photo
2. H&T Contractors LLC Invoice 201882618

H & T Contractors, LLC
P.O. Box 9
Freeport, FL 32439

Voice: 850-835-0231
Fax: 850-835-5123

INVOICE

Invoice Number: 201882618
Invoice Date: Oct 18, 2018
Page: 1

Bill To:
City of Destin 4200 Indian Bayou Trail Destin, FL 32541

Customer ID	Customer PO	Payment Terms	
CITYDESTIN		Net Due	
Sales Rep ID	**Shipping Method**	**Ship Date**	**Due Date**
			10/18/18

Quantity	Item	Description	Unit Price	Amount
1.00		Airport & Main St Emergency Repair Repair Pipe Inlet	15,831.50	15,831.50

Subtotal	15,831.50
Sales Tax	
Total Invoice Amount	15,831.50
Payment/Credit Applied	
TOTAL	**15,831.50**

Check/Credit Memo No:

CONTRACTOR: H&T Contractors, LLC.
Work Order Number:

Date: 8/26/2018
Completion Date: 8/28/2016
Calendar Days: 2

Description of Work: Airport & Main St Emergency Repair
Repair pipe in inlet

Item No.	Description	Unit	Unit Price	Quantity	Extension
1	2" Type SP – 12.5 Asphalt Concrete Superpave (Coarse)	SY	$9.50	151.00	$ 1,434.50
2	1 ½" Type SP – 12.5 Asphalt Concrete Superpave (Fine)	SY	$8.50	0.00	$ -
3	1" Type SP - 9.5 Asphalt Concrete Overlay (Fine)	SY	$7.00	0.00	$ -
4	Milling of existing asphalt (average 1 in depth)	SY	$3.00	0.00	$ -
5	Milling of existing asphalt (average 2 in depth)	SY	$4.00	0.00	$ -
6	8" Graded Aggregate Base, delivered and compacted (LBR 100 compacted to 98% modified proctor density per AASHTO T-180)	SY	$9.50	25.00	$ 237.50
7	6" Graded Aggregate Base, delivered and compacted (LBR 100 compacted to 98% modified proctor density per AASHTO T-180)	SY	$8.50	19.00	$ 161.50
8	4" Graded Aggregate Base, delivered and compacted (LBR 100 compacted to 98% modified proctor density per AASHTO T-180)	SY	$7.00	0.00	$ -
9	Stabilized Subbase (12") (LBR 40 compacted to 98% modified proctor density per AASHTOT-180)	SY	$3.50	44.00	$ 154.00
10	Stabilized Subbase (6") (LBR 40 compacted to 98% modified proctor density per AASHTOT-180)	SY	$3.00	0.00	$ -
11	Prime Coat	SY	$0.75	0.00	$ -
12	Tack Coat	SY	$0.75	0.00	$ -
13	Asphalt Cut with Abrasive Blade	LF	$4.00	114.00	$ 456.00
14	Concrete Cut with Abrasive Blade	LF	$4.00	0.00	$ -
15	Silt Fence	LF	$2.00	0.00	$ -
16	Straw Waddle	LF	$3.00	0.00	$ -
17	Manhole Adjustment	EACH	$400.00	0.00	$ -
18	Valve Box Adjustment	EACH	$150.00	0.00	$ -
19	Removal of Concrete over 6 inches	SY	$7.50	0.00	$ -
20	Removal of Asphalt up to 4 inches thick	SY	$6.00	0.00	$ -
21	Removal of Asphalt over 4 inches	SY	$6.00	114.00	$ 684.00
22	Fill Dirt provided, delivered, spread and compacted on grade	CY	$12.00	0.00	$ -
23	Clear & Grub	SY	$0.22	0.00	$ -
24	Debris Hauling	CY	$12.00	40.00	$ 480.00
25	Tree trimming	HR	$150.00	0.00	$ -
26	Aluminum Pipe Guiderail (FDOT Index 870)	LF	$150.00	0.00	$ -
27	Guardrail (FDOT Index 400)	LF	$125.00	0.00	$ -
28	Mobilization	LUMP	$2,500.00	1.00	$ 2,500.00
29	12" inch RCP provided, delivered, and installed	LF	$28.00	0.00	$ -
30	15" inch RCP provided, delivered, and installed	LF	$29.00	0.00	$ -
31	18" inch RCP provided, delivered, and installed	LF	$34.00	0.00	$ -
32	24" inch RCP provided, delivered, and installed	LF	$42.00	0.00	$ -
33	30" inch RCP provided, delivered, and installed	LF	$55.00	0.00	$ -
34	36" inch RCP provided, delivered, and installed	LF	$65.00	0.00	$ -
35	42" inch RCP provided, delivered, and installed	LF	$90.00	0.00	$ -
36	48" inch RCP provided, delivered, and installed	LF	$120.00	0.00	$ -
37	12" inch ADS Culvert Pipe provided, delivered, and installed	LF	$20.00	0.00	$ -
38	15" inch ADS Culvert Pipe provided, delivered, and installed	LF	$22.00	0.00	$ -
39	18" inch ADS Culvert Pipe provided, delivered, and installed	LF	$25.00	0.00	$ -
40	24" inch ADS Culvert Pipe provided, delivered, and installed	LF	$30.00	0.00	$ -
41	30" inch ADS Culvert Pipe provided, delivered, and installed	LF	$38.00	0.00	$ -
42	36" inch ADS Culvert Pipe provided, delivered, and installed	LF	$47.00	0.00	$ -

43	42" inch ADS Culvert Pipe provided, delivered, and installed	LF	$85.00	0.00	$ -
44	48" inch ADS Culvert Pipe provided, delivered, and installed	LF	$95.00	0.00	$ -
45	Concrete Headwall or Drainage Structure	CY	$600.00	0.00	$ -
46	Mitered end section – medium 12 inches to 15 inches	EACH	$800.00	0.00	$ -
47	Mitered end section – large 18 inches to 24 inches	EACH	$4,000.00	0.00	$ -
48	Concrete flume (4 in thick)	SY	$48.00	0.00	$ -
49	Inlet Apron (4 in thick)	SY	$48.00	0.00	$ -
50	Raise existing inlet (assume 3 in adjustment)	EACH	$1,000.00	0.00	$ -
51	Lower existing inlet (assume 3 in adjustment)	EACH	$800.00	0.00	$ -
52	6 in Diameter Yard Inlet, installed, maximum 2 in depth	EACH	$600.00	0.00	$ -
53	Excavation and Haul Off	CY	$8.00	0.00	$ -
54	Well Points	DAY	$3,500.00	0.00	$ -
55	Grout (joint)	EACH	$500.00	2.00	$ 1,000.00
56	Compaction of Subgrade, Soil, and Backfill (Up to 6" Thick)	SY	$8.00	528.00	$ 4,224.00
57	Swale Installation (grading)	CY	$10.00	0.00	$ -
58	Concrete Collar (any size)	EACH	$400.00	0.00	$ -
59	Rip Rap Rubble (up to 12" stone, 18" thick)	SY	$200.00	0.00	$ -
60	Rip Rap Rubble (up to 24" stone, 36" thick)	SY	$400.00	0.00	$ -
61	6 inch Drain pipe	LF	$15.00	0.00	$ -
62	Type "C" inlet installed (maximum depth 6 ft)	EACH	$2,500.00	0.00	$ -
63	Concrete Driveway 6 inches thick-fiber reinforced	SY	$48.00	0.00	$ -
64	Concrete Sidewalk – 4 inches thick installed	SY	$43.00	0.00	$ -
65	Concrete Flat/Ribbon Curb fiber reinforced (12" wide by 8" deep)	LF	$15.00	0.00	$ -
66	Concrete Type "D" Curb fiber reinforced	LF	$25.00	0.00	$ -
67	Concrete Type "E" Curb & Gutter fiber reinforced	LF	$18.00	0.00	$ -
68	Concrete Type "F" Curb & Gutter fiber reinforced	LF	$18.00	0.00	$ -
69	Concrete Modified (18") Type "F" Curb & Gutter fiber reinforced	LF	$17.00	0.00	$ -
70	ADA truncated dome mat installation	SF	$40.00	0.00	$ -
71	Traffic Control (MOT) cost	DAY	$1,500.00	3.00	$ 4,500.00
72	Bermuda Sod installed	SY	$5.40	0.00	$ -
73	St Augustine Sod installed	SY	$6.75	0.00	$ -
74	Centipede Sod installed	SY	$3.30	0.00	$ -
75	Irrigation Repair	HR	$75.00	0.00	$ -
76	Type "C" inlet installed (depth 6-10 ft)	EACH	$4,000.00	0.00	$ -
77	Type "C" inlet installed (depth 10 -14 ft)	EACH	$6,000.00	0.00	$ -
78	Type "C" inlet installed (maximum depth 6 ft)	EACH	$2,500.00	0.00	$ -
			Total		$ 15,831.50

Additional Contract Items					
Item No.	**Description**	**Unit**	**Unit Price**	**Quantity**	**Extension**
79	Asph Reinforcing Fibers for 2" Thick Pvmt Contractor Provided	SY	$ 1.20	-	$ -
81	Asph Reinforcing Fibers for 1.5" Thick Pvmt Contractor Provided	SY	$ 0.90	-	$ -
83	Asph Reinforcing Fibers for 1" Thick Pvmt Contractor Provided	SY	$ 0.55	-	$ -
			Total		$ -
	Contengent Items from Price Sheet	LS	**Total**		$ -
			Grand Total		$ 15,831.50

CONTRACTOR REPRESENTITIVE: _____ DATE _____

DIRECTOR OF PUBLIC SERVICES: _____ DATE _____

ITEM # 2018-754

CITY OF DESTIN

AGENDA ITEM

COUNCIL MEETING DATE: November 5, 2018
TYPE OF AGENDA ITEM: Consent Agenda

TO: City Council

THRU: Rey Bailey, City Clerk

FROM: Kim Montgomery, Deputy City Clerk

DATE: 10/16/2018

SUBJECT: Main Street Betterment Alliance Veteran's Day 5k Run/Walk

I. BACKGROUND:

The Main Street Betterment Alliance of Destin, Inc. is requesting the use of the city streets to hold their 5th Annual 5k run/walk on Saturday, November 10, 2018. They have provided all of the required documentation and have notified the Okaloosa County Sheriff's Office, the Destin Fire Control District, and the Okaloosa County Emergency Medical Services of the upcoming request. A map indicates the path of the race. The Okaloosa County Sheriff's Posse has pledged their support with two patrol cars and the volunteer race cleaning crew will remove any debris.

II. DISCUSSION:

A. Link to Strategic Goals / Objectives:

I. Enhance Quality of Life

I.E. Enhance the City's Recreational Services

B. Effect on Budget (EOB): The City of Destin shall not incur any expense or revenue as a result of this request.

C. Level of Service (LOS): There is no staff requirement for this request.

III. CONCLUSION:

All related and required documentation has been provided, reviewed, and approved by the City Attorney's office and the Risk Manager and staff recommends approval for this request.

IV. RECOMMENDED MOTION:

I move to approve the Main Street Betterment Alliance of Destin, Inc. request for use of City streets for their 5th Annual 5k run/walk on November 10, 2018.

Attachments:

1. Main Street Betterment Alliance Vets Day 5k

CHECKLIST FOR USE OF PUBLIC FACILITIES OR PROPERTY:

Name of Organization: MAIN STREET BETTERMENT ALLIANCE

Type of Event: 5K RUN / WALK

Date(s) of Event: NOV 10, 2018

Location of Event: AM LEGION ON MAIN ST

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

2.* Hold Harmless **(Signed Original)** provided: Yes: X ***This is required.*** Date on which provided: SEP 25, 2018

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

4.** Local law enforcement services requested: Yes X ***This is required.*** Law enforcement officer contacted: CAPT WATKINS

5.** Destin Fire Control District contacted: Yes X ***This is required.*** Person contacted: MATT TAYLOR

6.** Okaloosa County Emergency Medical Services contacted: Person contacted: STEFAN VAUGHN Yes X ***This is required***

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

8. Describe steps being taken to ensure removal of all directional arrows, signage, as well as trash left on City streets upon conclusion of the event:

_____

_____

9. Please provide location & pertinent information regarding sufficient and approved event participant parking for the event: AM LEGION & PRESBYTERIAN CHURCH PARKING

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

10. City Park Permit needed: Yes___ No X If yes, please contact Lisa Firth at Destin Community Center @ 850-654-5184 to make arrangements to reserve the park.

11. Will the event be in a residential neighborhood and will there be excessive noise or light glare from the event? YES — NO NOISE OR LIGHTS

[signature]

(Requester's or Acting Agent's Signature)

* **Original Certificate of Insurance and signed Hold Harmless must be provided to the City of Destin to be presented to City Council prior to their approval of the event, as well as a map of the race route.**

** **Provide the City a written acknowledgement/concurrence from the agency.**

HOLD HARMLESS AGREEMENT

Main Street Betterment Alliance of Destin agrees to indemnify and hold harmless the City of Destin from any and all liability, defense costs, including attorney fees and all other fees incidental to defense, loss or damage the City of Destin may suffer as a result of claims, demands, costs or judgments against it arising from the Veteran's Day, 5K Run/Walk to be held on November 10, 2018.

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

Main Street Betterment Alliance
(Corporate Name)

Signature of President

Ronald J. Sandstead
Print name and print President next to name

STATE OF Florida

COUNTY OF Okaloosa

The foregoing instrument was acknowledged before me this 25th day of September 2018 by Ron Sandstead who is personally known by me ✓ or has produced identification _____. Type of Identification: _____.

Signature of Notary Taking Acknowledgement (Seal)

Kimberly T. Montgomery
Printed name of Notary Taking Acknowledgement

KIMBERLY I. MONTGOMERY
Commission # GG 174770
Expires March 5, 2022
Bonded Thru Budget Notary Services

Printed By Bill

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY): 9/26/2018

PRODUCER
Harris Insurance Services, Inc.
123 Miracle Strip Parkway S. E.
Fort Walton Beach, FL 32548
Phone - (850)244-2111 Fax - (850)243-5265

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE	NAIC#
INSURER A: USLI c/o Hull & Company	
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	

INSURED
Main Street Betterment Alliance Of Destin, Inc
337 Calhoun Ave
Destin, FL 32541

COVERAGES

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

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	X	GENERAL LIABILITY [X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [ ] PROJECT [ ] LOC	CL2737134	11/10/2018	11/11/2018	EACH OCCURRENCE	$ 1,000,000
						DAMAGE TO RENTED PREMISES (Ea occurrence	$ 100,000
						MED EXP (Any one person)	$ 1,000
						PERSONAL & ADV INJURY	$ 1,000,000
						GENERAL AGGREGATE	$ 2,000,000
						PRODUCTS-COMP/OP AGG	$ Included
		AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS [ ] HIRED AUTOS [ ] NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident)	$
						BODILY INJURY (Ea person)	$
						BODILY INJURY (Per accident)	$
						PROPERTY DAMAGE (Per accident)	$
		GARAGE LIABILITY [ ] ANY AUTO				AUTO ONLY-EA ACCIDENT	$
						OTHER THAN AUTO ONLY: EA ACC	$
						AGG	$
		EXCESS/UMBRELLA LIABILITY [ ] OCCUR [ ] CLAIMS MADE [ ] DEDUCTIBLE [ ] RETENTION $				EACH OCCURRENCE	$
						AGGREGATE	$
		WORKER'S COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				[ ] WC STATU-TORY LIMITS [ ] OTHER	
						E.L. DISEASE - EA ACCIDENT	$
						E.L. DISEASE - EA EMPLOYEE	$
						E.L. DISEASE - POLICY LIMIT	$
		OTHER					

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

CERTIFICATE HOLDER AND ADDITIONAL INSURED

City of Destin

4200 Indian Trail
Destin, FL 32541

Phone: Fax:

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL _10_ DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE
Bill Rehl

ACORD 25 (2001/08)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - MANAGERS OR LESSORS OF PREMISES

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person(s) Or Organization(s) (Additional Insured):

Effective Date: 11/10/2018
City of Destin
4200 Indian Bayou Trl
Destin, FL 32541

Designation of Premises (Part Leased To You):
Main St
Destin, FL 32541

Additional Premium: $

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

A. Section II - Who is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you and shown in the Schedule and subject to the following additional exclusions:

This insurance does not apply to:

1. Any "occurrence" which takes place after you cease to be a tenant in that premises.
2. Structural alterations, new construction or demolition operations performed by or on behalf of the person (s) or organization(s) shown in the Schedule.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

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

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

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

whichever is less.

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

© Insurance Services Office, Inc., 2012

Kim Montgomery DFCD

From: Matt Taylor <MTaylor@destinfire.com>
Sent: Monday, October 1, 2018 11:39 AM
To: RON SANDSTEAD
Cc: Kim Montgomery; James Taylor; Jeff Anderson; Mark Hutchinson
Subject: RE: 2018 Vets Day 5K

Ron,,

Thank you for notifying the Destin Fire Control District of the **Annual Veterans Day 5 K November 10, 2018 from 8am to approximately 10 am**. . *The appropriate shift has been copied on this e-mail.*

Please advise all participants to maintain an awareness for any responding emergency vehicle during all stages of the event and to immediately cede the right-of-way.

Have a great run and if you need any other assistance, please contact me.

This e-mail will serve as the Destin Fire Control District's acknowledgement of this event. Please forward it to the appropriate agencies.

Matt Taylor, Fire Marshal
Destin Fire Control District
850-837-8413

From: RON SANDSTEAD <ronsandstead@hotmail.com>
Sent: Monday, October 1, 2018 9:02 AM
To: Matt Taylor <MTaylor@destinfire.com>
Subject: Fw: 2018 Vets Day 5K

Hi Matt--

I don't know if you got my original email about our Vets Day 5K.

The city requires me to notify you that we are having this run. If you could, please email Kim at the City that your fire crew has been notified.

Thank you--

Ron Sandstead
850-974-9616

Kim Montgomery Okaloosa City Sheriff's Posse

From: terry601@aol.com
Sent: Wednesday, September 26, 2018 12:40 PM
To: ronsandstead@hotmail.com
Cc: Kim Montgomery; eaden@sheriff-okaloosa.org; mark.natalie@cox.net
Subject: Re: 2018 Vets Day 5K

Ron,
The Okaloosa Sheriff's Posse will again support starting at the Destin American Legion with traffic control.
Terry Watkins, Capt.
Okaloosa Sheriff's Posse

In a message dated 9/26/2018 8:53:07 AM Central Standard Time, ronsandstead@hotmail.com writes:

Cpt. Terry Watkins

Okaloosa County Sheriff's Posse

Cpt. Watkins--

My name is Ron Sandstead and I am the president of the Main Street Betterment Alliance of Destin.

We are again having our Annual Veterans Day 5K on November 10, 2018 at 8 to 10 am. This is our 5th year and we will again be raising money for veteran charities.

We will begin the run at the American Legion, 311 Main Street, Destin and go north on Main to Indian Trail, east along Indian Trail for about 1/2 mile, and then back to the Legion along the same route.

We would very much appreciate the Posse providing traffic control for this event. If you could, please put us on your schedule.

Also, please let Kim Montgomery at the city know that you have received this notice and will be supporting our event.

My understanding is that your volunteers do not receive any compensation. If so, we would love to donate to the Posse for your great service.

Sincerely,

Kim Montgomery Okaloosa Cty EMS

From: Stefan W.Vaughn <svaughn@myokaloosa.com>
Sent: Wednesday, September 26, 2018 1:51 PM
To: 'ronsandstead@hotmail.com'
Cc: Michelle Huber; Arnold Brown; Donna Fedderke; Kim Montgomery
Subject: RE: 2018 Vets Day 5K Race Approval

Greetings,

Okaloosa County Public Safety has no objection to the request.

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

Please note: Due to Florida's very broad public records laws, most written communications to or from County employees regarding County business are public records, available to the public and media upon request. Therefore, this written e-mail communication, including your e-mail address, may be subject to public disclosure.

From: RON SANDSTEAD <ronsandstead@hotmail.com>
Sent: Wednesday, September 26, 2018 10:06 AM
To: Karen Rossi <krossi@myokaloosa.com>
Subject: 2018 Vets Day 5K

Mr. Stefan Vaughn
Okaloosa County EMS

Mr Vaughn

My name is Ron Sandstead and I am the president of the Main Street Betterment Alliance of Destin.

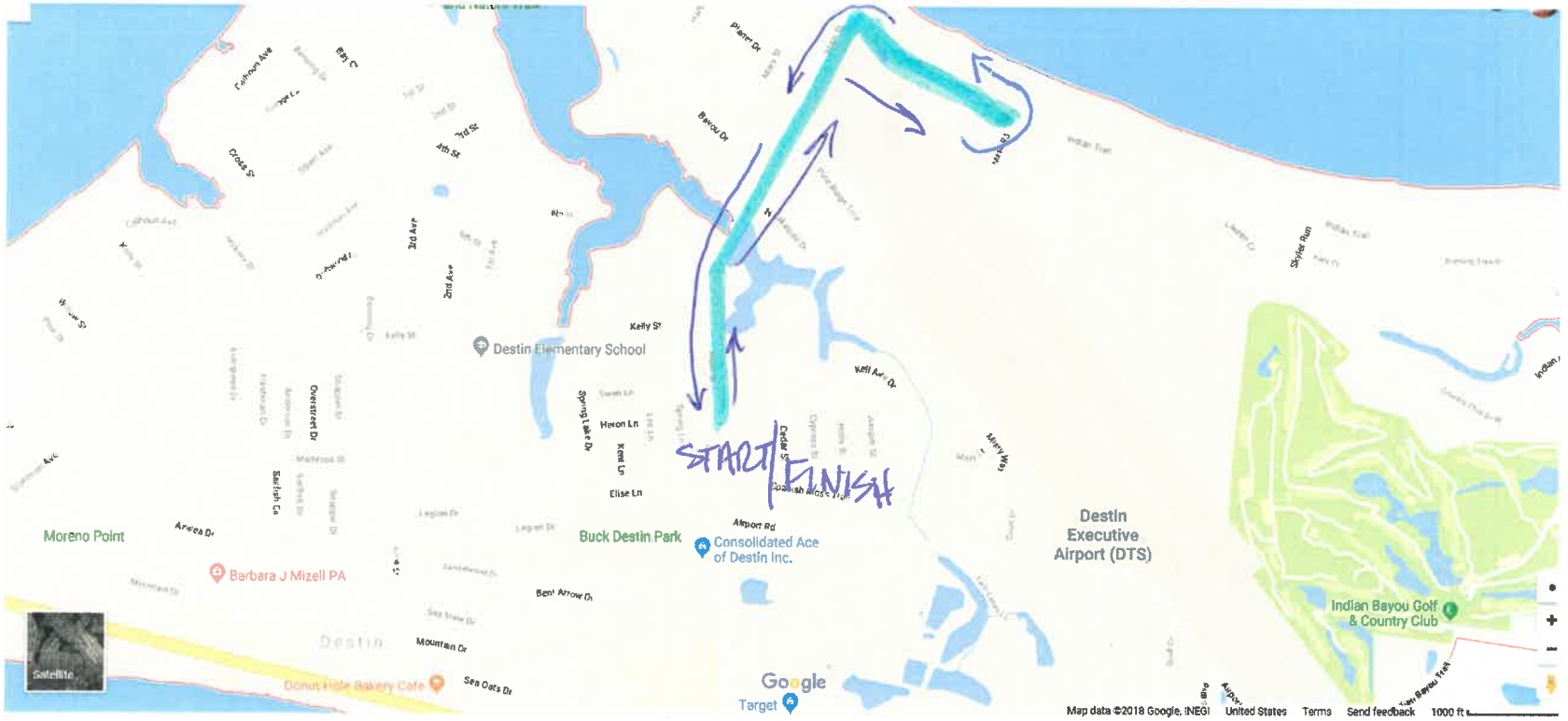
We are having our Annual Veterans Day 5K on November 10, 2018 from 8 to 10 am. This is our 5th run to to raise money for veteran charities.

We will begin the race at the American Legion, 311 Main Street, Destin and run north on Main to Indian Trail, east along Indian Trail for about 1/2 mile, and then back to the Legion along the same route.

If you could, please put us on your schedule. Also, please let Kim Montgomery (kmontgomery@cityofdestin.com) at the city know that you have received this notice and we have your approval.

Sincerely,

Ron Sandstead



START: AMERICAN LEGION ON MAIN STREET TO; INDIAN TRAIL. TURN AROUND AT MESA RD AND BACK TO THE AMERICAN LEGION ON MAIN ST. TO FINISH

Kim Montgomery

From: Jeff Burns <jlburns@asglegal.com>
Sent: Tuesday, October 9, 2018 12:02 AM
To: Kim Montgomery; Karen Jankowski
Cc: Rey Bailey
Subject: RE: ROW request for Main St. Betterment Alliance Vet's Day 5k

Looks good legally.

Jeffrey L. Burns, Esq.*
Attorney At Law

***Licensed to practice law in Florida and Alabama**

Anchors Smith Grimsley, PLC
909 Mar Walt Drive, Suite 1014, Fort Walton Beach, Florida 32547
Main Number: (850) 863-4064 | **Fax Number:** (850) 664-5728

From: Kim Montgomery [mailto:kmontgomery@cityofdestin.com]
Sent: Monday, October 01, 2018 12:10 PM
To: Jeff Burns <jlburns@asglegal.com>; Karen Jankowski <kjankowski@cityofdestin.com>
Cc: Rey Bailey <rbailey@cityofdestin.com>
Subject: ROW request for Main St. Betterment Alliance Vet's Day 5k
Importance: High

Good day!

Here is the request for use of city ROW for the Main St. Betterment Alliance's annual 5k to raise funds for the Veteran's.

Kim

Kimberly I. Montgomery
City of Destin
4200 Indian Bayou Trail
Destin, FL 32541
(P)850.837.4242

Please visit our web site at www.cityofdestin/cssurvey to complete a customer service survey. We appreciate your honest opinion and will take it into consideration to help us improve our services. Thank you for your feedback.

Kim Montgomery

From: Karen Jankowski
Sent: Thursday, October 4, 2018 1:58 PM
To: Kim Montgomery; Jeff Burns
Cc: Rey Bailey
Subject: RE: ROW request for Main St. Betterment Alliance Vet's Day 5k

Kim,
To me all appears to be in order. Sorry for the delay.

Karen Jankowski
HR/Risk Mgr

From: Kim Montgomery
Sent: Monday, October 1, 2018 12:10 PM
To: Jeff Burns; Karen Jankowski
Cc: Rey Bailey
Subject: ROW request for Main St. Betterment Alliance Vet's Day 5k
Importance: High

Good day!

Here is the request for use of city ROW for the Main St. Betterment Alliance's annual 5k to raise funds for the Veteran's.

Kim

Kimberly I. Montgomery
City of Destin
4200 Indian Bayou Trail
Destin, FL 32541
(P)850.837.4242

Please visit our web site at www.cityofdestin/cssurvey to complete a customer service survey. We appreciate your honest opinion and will take it into consideration to help us improve our services. Thank you for your feedback.

Under Florida law, e-mail addresses are public records. If you do not want your e-mail address released in response to a public records request, do not send electronic mail to this entity. Instead, contact this office by phone or in writing.
****Please be aware, the associated cost for public records is $.15 per page for one-sided copies, $.20 for two-sided copies, and $21.00 per hour after the first 15-minutes: for time spent on research.****

ITEM # 2018-755

CITY OF DESTIN

AGENDA ITEM

COUNCIL MEETING DATE: November 5, 2018
TYPE OF AGENDA ITEM: Consent Agenda

TO: City Council

THRU: Rey Bailey, City Clerk

FROM: Kim Montgomery, Deputy City Clerk

DATE: 11/5/2018

SUBJECT: Choctawhatchee High School Cheer 5k Run/Walk

I. BACKGROUND: The Choctawhatchee High School Cheer is requesting use of city streets to hold their 2nd Annual Destin 5k Run/Walk on Saturday, November 17, 2018. The Okaloosa County Sheriff's Office, Okaloosa County EMS, and the Destin Fire Control District have all been notified and have pledged their support for this request.

II. DISCUSSION:

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

B. Effect on Budget (EOB):

B. Effect on Budget (EOB): The City of Destin shall not incur any expense or revenue as a result of this request.

C. Level of Service (LOS):

C. Level of Service (LOS): There is no staff requirement for this request.

III. CONCLUSION:

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

IV. RECOMMENDED MOTION: I move for the approval of the Choctawhatchee Cheer request for use of city streets to hold their Annual 5k run/walk on Saturday, November 17, 2018.

Attachments:

1. Choctawhatchee H. S. Cheer

CHECKLIST FOR USE OF PUBLIC FACILITIES OR PROPERTY:

Name of Organization: Choctawhatchee High School Cheer

Type of Event: 5K Walk/Run

Date(s) of Event: November 17, 2018

Location of Event: 101 Matthew Blvd, Destin, FL 32541

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

2.* Hold Harmless **(Signed Original)** provided: Yes: ✓ ***This is required.*** Date on which provided: September 26, 2018

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

4.** Local law enforcement services requested: Yes ✓ ***This is required.*** Law enforcement officer contacted: Capt Terry Watkins

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

6.** Okaloosa County Emergency Medical Services contacted: Person contacted: Darrel Welborn Yes ✓ ***This is required***

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

8. Describe steps being taken to ensure removal of all directional arrows, signage, as well as trash left on City streets upon conclusion of the event: The entire race area/course will be cleared of any and all signage immediately after race is complete

9. Please provide location & pertinent information regarding sufficient and approved event participant parking for the event: N/A

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

10. City Park Permit needed: Yes___ No ✓ If yes, please contact Lisa Firth at Destin Community Center @ 850-654-5184 to make arrangements to reserve the park.

11. Will the event be in a residential neighborhood and will there be excessive noise or light glare from the event? N/A

(Requester's or Acting Agent's Signature)

* **Original Certificate of Insurance and signed Hold Harmless must be provided to the City of Destin to be presented to City Council prior to their approval of the event, as well as a map of the race route.**

** **Provide the City a written acknowledgement/concurrence from the agency.**

HOLD HARMLESS AGREEMENT

Choctawhatchee High School Cheer agrees to indemnify and hold harmless the City of Destin from any and all liability, defense costs, including attorney fees and all other fees incidental to defense, loss or damage the City of Destin may suffer as a result of claims, demands, costs or judgments against it arising from the Choctaw Cheer 5k Turkey Trot Run/Walk to be held on November 17, 2018.

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

Choctawhatchee High School Cheer
(Corporate Name)

Signature of President

James thomas Pulliam
Print name and print President next to name

STATE OF Florida
COUNTY OF Okaloosa

The foregoing instrument was acknowledged before me this 26th day of September 2018 by James Thomas Pulliam who is personally known by me ✓ or has produced identification _____. Type of Identification: _____.

Signature of Notary Taking Acknowledgement

Stevie McInnes
Printed name of Notary Taking Acknowledgement

(Seal)

STEVIE MCINNES
Commission # GG 070283
Expires March 14, 2021
Bonded Thru Troy Fain Insurance 800-385-7019

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 09/27/2018

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

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

PRODUCER	CONTACT NAME:	
Willis Administrative Services Corporation DBA Willis Pooling c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA	PHONE (A/C, No, Ext): 1-877-945-7378	FAX (A/C, No): 1-888-467-2378
	E-MAIL ADDRESS: certificates@willis.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Florida School Boards Insurance Trust	D2772
INSURED Okaloosa County School District Attn: Russ Frakes 120 Lowery Place SE Fort Walton Beach, FL 32548	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** W8226808 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY [ ] PRO-JECT [ ] LOC OTHER:	Y		FSBIT18CAS7-1	07/01/2018	07/01/2019	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ Included
							MED EXP (Any one person)	$ Excluded
							PERSONAL & ADV INJURY	$ Included
							GENERAL AGGREGATE	$ Unlimited
							PRODUCTS - COMP/OP AGG	$ Included
								$
	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident)	$
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB [ ] OCCUR EXCESS LIAB [ ] CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE	$
							AGGREGATE	$
								$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N [ ] If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					PER STATUTE [ ] OTH-ER	
							E.L. EACH ACCIDENT	$
							E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

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

For the General Liability policy, General Aggregate is Unlimited.

Evidence of coverage as it relates to Choctaw Cheerleaders having a 5K run in Destin, FL November 17, 2018.

City of Destin is included as Additional Insured as respects to General Liability.

CERTIFICATE HOLDER

City of Destin
4200 Indian Bayou Trail
Destin, FL 32541

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

J Williams

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The ACORD name and logo are registered marks of ACORD

SR ID: 16806831 BATCH: 885777

Florida School Boards
FSBIT
Insurance Trust

THIS ENDORSEMENT CHANGES THE COVERAGE DOCUMENT. PLEASE READ IT CAREFULLY

ENDORSEMENT attaching to and forming part of Coverage document No. FSBIT18CAS7-1

Member Name: Okaloosa County School Board
Effective Date: 11/17/18
Policy Term: 07/01/18-19

It is understood and agreed under Section I – COMPREHENSIVE GENERAL LIABILITY – SECTION, is hereby amended as follows:

Additional Insured status as in respect to the following:

Additional Insured Below:

City of Destin, FL

Okaloosa County School District Choctaw Cheerleaders having a 5k run in Destin, FL on November 17, 2018.

Club: Choctaw Cheerleaders
Event: 5k Run
Date: 11/17/18

Okaloosa Sheriffs Posse

Gmail

Graeme McInnes <graeme.a.mcinnes@gmail.com>

Choctaw Cheer 5k Turkey Trot

4 messages

Graeme McInnes <graeme.a.mcinnes@gmail.com> Fri, Sep 7, 2018 at 3:11 PM
To: jwatkins@sheriff-okaloosa.org, mtaylor@destinfire.com

Good Afternoon Sirs,

The Choctawhatchee High School Cheerleaders will again be hosting their annual Choctaw Cheer 5k Turkey Trot Run/Walk, Saturday, November 17, 2018 from 8am to approximately 11 am. The race course will begin and end at Village Baptist Church, 101 Matthew Blvd Destin. The runners will proceed south on Mark Drive, then turn East on Scenic Hwy 98. The 5k turnaround will be at the Crab Trap with water stations along the route (as depicted on the race course map).

We are requesting support/assistance from the Okaloosa County Sheriff's Department as well as the Destin Fire Control District to monitor the major intersections and turnarounds and to be on standby for those things that pertain to the City of Destin and Okaloosa County. The City of Destin requires a letter of acknowledgment from both of your Offices/Departments; provision of one would be most appreciated.

We wish to thank you in advance for both of your continued support of our annual event!

Please contact me if you foresee any difficulties or have any questions at 850.685.6411.

Graeme McInnes

5K Run-Walk Route Map.jpg
85K

Terry Watkins <jwatkins@sheriff-okaloosa.org> Fri, Sep 7, 2018 at 4:07 PM
To: Graeme McInnes <graeme.a.mcinnes@gmail.com>
Cc: Arnold Brown <abrown@sheriff-okaloosa.org>, "kmontgomery@cityofdestin.com" <kmontgomery@cityofdestin.com>

Graeme,

The Okaloosa Sheriff's Posse will support this event providing traffic control for the runner and walkers.
Please give me the name and cell number of the on-site contact person at the event in case of the event being canceled.
I have Cc:d Maj. Brown at the Okaloosa Sheriff's Office and Kim Montgomery at the City of Destin.

DFCD

Please visit our web site at www.cityofdestin/cssurvey to complete a customer service survey. We appreciate your honest opinion and will take it into consideration to help us improve our services. Thank you for your feedback.

Under Florida law, e-mail addresses are public records. If you do not want your e-mail address released in response to a public records request, do not send electronic mail to this entity. Instead, contact this office by phone or in writing. Please be aware, the associated cost for public records is $.15 per page for one-sided copies, $.20 for two-sided copies, and $21.00 per hour after the first 15-minutes; for time spent on research.
[Quoted text hidden]

"Please Note: Florida has a very broad public records law. Most written communications to or from the City of Destin officials are public records available to the public and media upon request. Your e-mail address and communications may therefore be subject to public disclosure."

Checklist Hold Harmless-5kEvents Blank.doc
205K

Matt Taylor <MTaylor@destinfire.com> Mon, Sep 17, 2018 at 1:38 PM
To: Graeme McInnes <graeme.a.mcinnes@gmail.com>

Graeme,

Thank you for notifying the Destin Fire Control District of the Annual Choctaw Cheer 5k Turkey Trot Run/Walk, Saturday, November 17, 2018 from 8am to approximately 11 am. *. The appropriate shift has been copied on this e-mail.*

Please advise all participants to maintain an awareness for any responding emergency vehicle during all stages of the event and to immediately cede the right-of-way.

Have a great run and if you need any other assistance, please contact me.

This e-mail will serve as the Destin Fire Control District's acknowledgement of this event. Please forward it to the appropriate agencies.

Okaloosa City EMS

OKALOOSA COUNTY DEPARTMENT OF PUBLIC SAFETY

EMERGENCY MEDICAL SERVICES DIVISON
STANDBY & PUBLIC RELATIONS REQUEST FORM

Date(s): Saturday, 11-17-2018 **Time(s):** 0800 - 1100

Name of Event: Choctaw Cheer 5K Turkey Trot Run/Walk

Sponsor: Choctawhatchee High School Cheerleaders

Location: Village Baptist Church, 101 Matthew Blvd, Destin

****

Estimated Number of Participants/Spectators: 100s **Number/Type of Unit(s) Requested:** One Ambulance

Is the ambulance/QRV dedicated or available for calls? Available for Calls

Contact Person: Graeme McInnes **Phone:** 850-685-6411

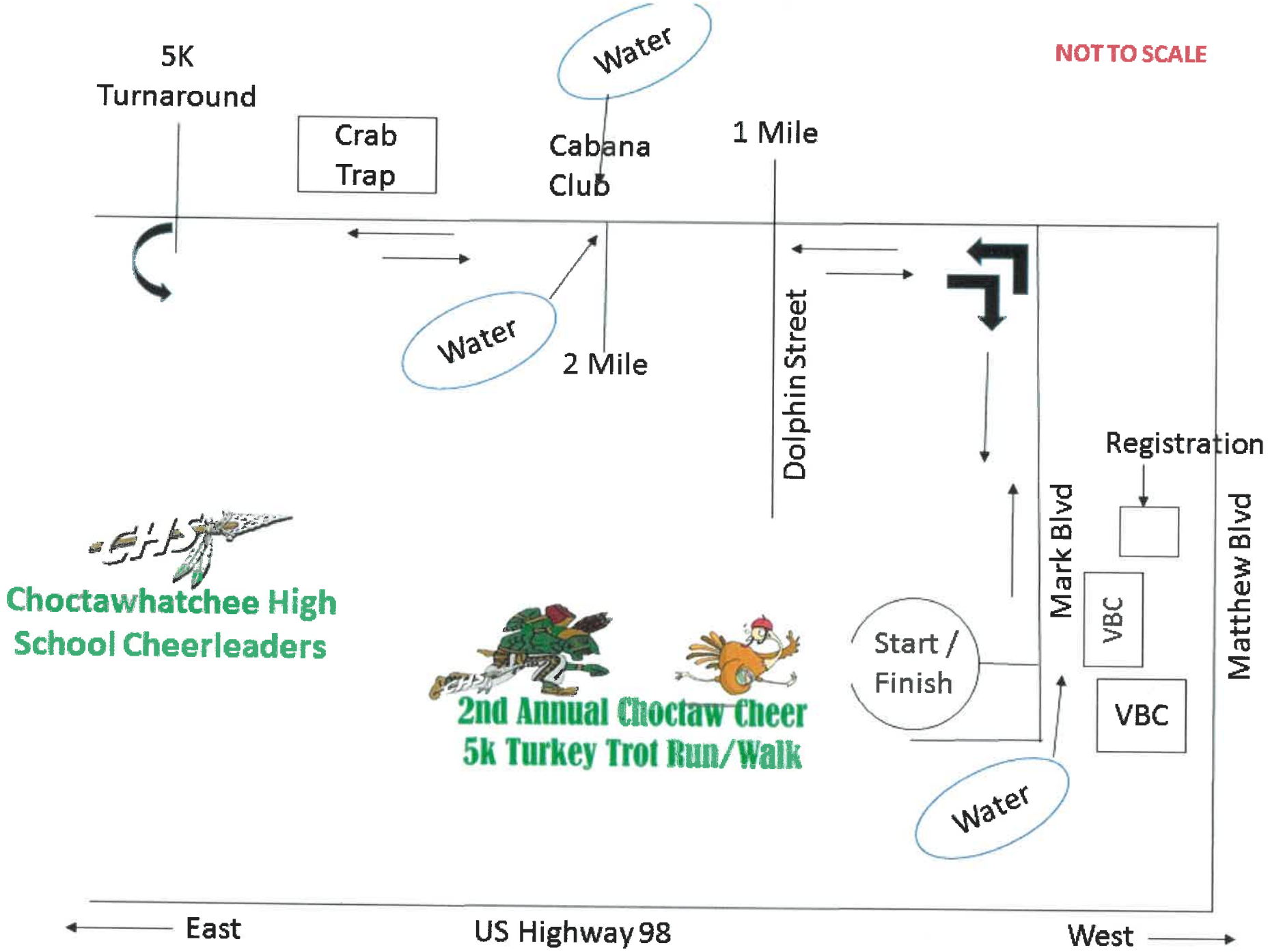
Special Instructions: N/A

****

Is this event to be invoiced? [ ] **Yes** / [X] **No**

Approved by: **Darrel Welborn**
Interim EMS Division Chief

Copy: **EMS Super**
911 Super
Office Manager
Billing Coordinator (Paid Standbys)


NOT TO SCALE
5K
Turnaround
Crab
Trap
Water
Cabana
Club
1 Mile
Water
2 Mile
Dolphin Street
Registration
Mark Blvd
Matthew Blvd
VBC
VBC
Start /
Finish
Water
Choctawhatchee High
School Cheerleaders
2nd Annual Choctaw Cheer
5k Turkey Trot Run/Walk
East
US Highway 98
West

Kim Montgomery

From: Jeff Burns <jlburns@asglegal.com>
Sent: Monday, October 15, 2018 11:25 AM
To: Kim Montgomery; Karen Jankowski
Cc: Rey Bailey
Subject: RE: CHS Cheer Turkey Trot 5k ROW Request

Good eye. I was reviewing it the other day on my phone, and that endorsement is not on the form most insurers use – but it is good to go.

Thus, the Turkey Trot is approved from a legal perspective.

Jeffrey L. Burns, Esq.*
Attorney At Law

***Licensed to practice law in Florida and Alabama**

Anchors Smith Grimsley, PLC
909 Mar Walt Drive, Suite 1014, Fort Walton Beach, Florida 32547
Main Number: (850) 863-4064 | **Fax Number:** (850) 664-5728

From: Kim Montgomery [mailto:kmontgomery@cityofdestin.com]
Sent: Friday, October 12, 2018 8:47 AM
To: Jeff Burns <jlburns@asglegal.com>; Karen Jankowski <kjankowski@cityofdestin.com>
Cc: Rey Bailey <rbailey@cityofdestin.com>
Subject: RE: CHS Cheer Turkey Trot 5k ROW Request

Is that not was the next page is after the Accord?

Kim

Kimberly I. Montgomery
City of Destin
4200 Indian Bayou Trail
Destin, FL 32541
(P)850.837.4242

Please visit our web site at www.cityofdestin/cssurvey to complete a customer service survey. We appreciate your honest opinion and will take it into consideration to help us improve our services. Thank you for your feedback.

Kim Montgomery

From: Karen Jankowski
Sent: Monday, October 15, 2018 11:58 AM
To: Kim Montgomery
Subject: FW: CHS Cheer Turkey Trot 5k ROW Request

From: Karen Jankowski
Sent: Monday, October 15, 2018 11:30 AM
To: Jeff Burns
Subject: RE: CHS Cheer Turkey Trot 5k ROW Request

Kim, I just saw Mr. Burns response and I am not sure if you had received my review. I have to concur with Mr. Burns. Thank you.

Karen Jankowski
HR/Risk Mgr

From: Jeff Burns [mailto:jlburns@asglegal.com]
Sent: Monday, October 15, 2018 11:25 AM
To: Kim Montgomery; Karen Jankowski
Cc: Rey Bailey
Subject: RE: CHS Cheer Turkey Trot 5k ROW Request

Good eye. I was reviewing it the other day on my phone, and that endorsement is not on the form most insurers use – but it is good to go.

Thus, the Turkey Trot is approved from a legal perspective.

Jeffrey L. Burns, Esq.*
Attorney At Law

*Licensed to practice law in Florida and Alabama

Anchors Smith Grimsley, PLC
909 Mar Walt Drive, Suite 1014, Fort Walton Beach, Florida 32547
Main Number: (850) 863-4064 | **Fax Number:** (850) 664-5728

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Sent: Friday, October 12, 2018 8:47 AM
To: Jeff Burns <jlburns@asglegal.com>; Karen Jankowski <kjankowski@cityofdestin.com>
Cc: Rey Bailey <rbailey@cityofdestin.com>
Subject: RE: CHS Cheer Turkey Trot 5k ROW Request

ITEM # 2018-835

CITY OF DESTIN

AGENDA ITEM

COUNCIL MEETING DATE: November 5, 2018
TYPE OF AGENDA ITEM: Consent Agenda

TO: City Council

THRU: Rey Bailey, City Clerk

FROM: Steve Schmidt, Deputy City Manager

DATE:

SUBJECT: Marine Construction at Captain Leonard Destin Park (101 Calhoun Avenue)

I. BACKGROUND:

Authorized representative Reliant South Construction Group submitted a Harbor & Waterways Board application on behalf of the Trust for Public Land for marine construction at the Captain Leonard Destin Park. The project includes (1) 7' X 122' access pier with railings; (1) 10' X 35' terminal platform; a kayak launch with (1) 3.5' X 22.5' gangway, (1) 2.5' X 10.5' launch, and (1) 10' X 11' access platform; and removal of 65 linear feet of wooden seawall and the addition of ±128 cubic yards of rip rap. The total project footprint is ±2,931 total square feet.

II. DISCUSSION:

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

III. CONCLUSION:

IV. RECOMMENDED MOTION:

Attachments:

1. Calhoun Avenue 101_Marine Construction Consent Agenda 11052018
2. 101 Calhoun Avenue Harbor Board Application 09072018

ITEM # _____

CITY OF DESTIN

AGENDA ITEM

COUNCIL MEETING DATE: November 5, 2018
TYPE OF AGENDA ITEM: Consent

TO: Mayor and City Council

THRU: Interim City Manager/Lance Johnson

THRU: City Clerk/Rey Bailey

FROM: Interim Community Development Director/Steven Schmidt

DATE: October 30, 2018

SUBJECT: Marine Construction at Captain Leonard Destin Park (101 Calhoun Avenue)

I. **BACKGROUND:** Authorized representative Reliant South Construction Group submitted a Harbor & Waterways Board application on behalf of the Trust for Public Land for marine construction at the Captain Leonard Destin Park. The project includes (1) 7' X 122' access pier with railings; (1) 10' X 35' terminal platform; a kayak launch with (1) 3.5' X 22.5' gangway, (1) 2.5' X 10.5' launch, and (1) 10' X 11' access platform; and removal of 65 linear feet of wooden seawall and the addition of ±128 cubic yards of rip rap. The total project footprint is ±2,931 total square feet.

II. **DISCUSSION:**

A. Link to Strategic Goals /Objectives:

I. Enhance Quality of Life
II. Improve Public Use of Beach, Waterways and Harbor
III. Enhance and Preserve Heritage and Environment

B. Effect on Budget (EOB): There is no staff requirement for this project.

C. Level of Service (LOS): The City of Destin shall not incur any expense or revenue as a result of this project.

III. **CONCLUSION:** The application has been reviewed and approved by the Florida Department of Environmental Protection (FDEP), City staff, and the City of Destin Harbor and Waterways Board. City staff reviewed the application and determined that the plans comply with City Codes and regulations, and Development Order No. 17-06 (approved August 25, 2017). At the October 29, 2018, Destin Harbor and Waterways Board meeting, the Board unanimously recommended the City Council approve the application, with the addition of a security light at the terminal end of the pier, per *Article 11.05.01.U., City of Destin Land Development Code.*

IV. **RECOMMENDED MOTION:** Move to approve the application for marine construction at Captain Leonard Destin Park, located at 101 Calhoun Avenue, with the addition of a security light at the terminal end of the pier, per *Article 11.05.01.U., City of Destin Land Development Code*.

Attachment:

A. Application for Harbor Board

RECEIVED
SEP 07 2018
Building Division

City of Destin
Community Development Department
Planning & Zoning Division
City of Destin Annex
4100 Indian Bayou Trail
Destin, Florida 32541
Phone (850) 837-4242 • Fax (850) 460-2171
planning@cityofdestin.com

APPLICATION for HARBOR BOARD

Harbor Board meets the 4th Monday, all applications must be submitted at least 2 weeks prior.

Description of work: Dock and seawall construction

1. **APPLICANT INFORMATION:**

   Name: Reliant South Construction Group

   Mailing Address: 230 W 5th Street, Panama City, FL 32401

   Phone: 850-215-5540 Fax: _____

   Email: Woods@reliantsouth.com

2. **PROPERTY TO BE REVIEWED:**

   Street Address: 101 Calhoun Ave, Destin, FL 32541

   Parcel ID #: 00-2S-22-0630-000-11A3

3. **FEE:** **$40.00 Residential**
   $80.00 Commercial

   Cash, Check, MasterCard or Visa
   Marine Applications, Fees & Letters per FY2017 Schedule of Fees, adopted 02/21/17, effective 02/22/17.

   Must be paid when submitting application.

   Pd 9/7/18 w/credit card

4. **ADDITIONAL DOCUMENTATION REQUIRED:**

   a. Complete detailed drawings and site plan.

   b. Adjacent property owner mailing information.

   State and Federal permits required prior to submission for Harbor Board approval.

APPLICANT'S SIGNATURE: _____ DATE: 9-6-18

Community Development Department
Building Division
4200 Indian Bayou Trail, Destin, Fl. 32541
Phone: (850) 654-1119 Fax: (850) 460-2171

RECEIVED
SEP 07 2018
Building Division

Marine Construction Permit Application

JOB SITE ADDRESS: 101 Calhoun Ave, Destin, FL 32541 **DATE:** 9-5-2018

NAME OF PROJECT: Captain Leonard Destin Park

PARCEL ID: 00-2S-22-0630-000-11A3 LOT: ____ BLOCK: ____ SUBDIVISION: ____

OWNER OF PROPERTY: Trust For Public Land

ADDRESS: 306 North Monroe Street

CITY, STATE, ZIP: Tallahassee, FL 32301

PHONE: 850.222.7911 FAX: ____

MOBILE/CELL: ____

FEE SIMPLE TITLEHOLDER (If other than owner): ____

ADDRESS: ____

CITY, STATE, ZIP: ____

CONTRACTOR COMPANY NAME: Reliant South Construction Group

QUALIFIER NAME: ____

STATE LICENSE #: CGC1508082 COMP#: ____

ADDRESS: 230 W 5th Street

CITY, STATE, ZIP: Panama City, FL 32401

PHONE: 850-215-5540 FAX: ____

CONTACT PERSON: Michael Woods

MOBILE/CELL: 850-866-1760

EMAIL: Woods@reliantsouth.com

ARCHITECT/ENGINEER: ____ ADDRESS: ____

BONDING COMPANY: ____ ADDRESS: ____

MORTGAGE LENDER NAME: ____ ADDRESS: ____

DESCRIPTION OF WORK TO BE DONE:
Existing piling removal, new dock construction, new seawall construction

CATEGORY TYPE: ☐ Residential ☑ Commercial **CURRENT CODE:** ____

PERMIT TYPE: ☑ Bulkhead(seawall) ☑ Dock/Pier ☑ Piles ☐ Boatlift ☐ Boathouse ☐ Boat Ramp ☐ Other: ____

CONSTRUCTION TYPE: ☑ New ☐ Repair ☐ Replace ☑ Remove ☐ Relocate ☐ Addition **DEP Permit required:** ☐ Yes ☐ No

*** Marine Contractors must maintain applicable workers' compensation and general liability insurance as required by state and federal law, including but not limited to the provisions of the LONGSHOREMEN'S and Harbor Worker's Compensation Act.**

TOTAL VALUE (MATERIAL & LABOR): $400,000.00 (excluding lot)

FINAL INSPECTION IS REQUIRED ON ALL PERMITS-Failure to obtain a final inspection may result in legal action.

****Provide scaled site plan or survey depicting improvements.**

[signature] 9-5-18
Applicants Signature: **Date:**

Michael Woods 9-5-2018
Applicants Printed Name: **Date:**

Reviewed by: **(Building Div. – Permit Officer)** **Date:**

Reviewed By: **(Environment Officer)** **Date:**

KSS 9/7/18
Received By: **(Initials)** **Date:**

CITY OF DESTIN - BUILDING DIVISION

PERMIT APPLICATION

NOTICE TO OWNER / CONTRACTOR

RECEIVED
SEP 07 2018
Building Division

JOB SITE ADDRESS: 101 Calhoun Avenue, Destin, FL 32541 **NAME OF PROJECT:** Captain Leonard Destin Park

PARCEL ID: 00-2S-22-0630-0000-11A3 LOT:____ BLOCK:____ SUBDIVISION:____

Application is hereby made to obtain a permit to do the work and installation as indicated. ***I certify that no work or installation has been commenced prior to issuance of a permit*** and that all work will be performed to meet all codes, standards and laws governing construction in this jurisdiction. I also certify that all required insurances for me and any trades are in accordance with state laws. I understand that a separate permit must be secured for **BUILDING, ELECTRICAL WORK, PLUMBING, MECHANICAL, ROOFING, SIGNS, POOLS** and **Right of Way (ROW) CONSTRUCTION,** etc.

OWNER / CONTRACTOR AFFIDAVIT: I certify that all the foregoing information is accurate and that all work will be done in compliance with all applicable laws regulating construction and zoning per State and City of Destin.

If the direct contract is greater than $2500, the applicant/owner must file a NOTICE OF COMMENCEMENT.

"WARNING TO OWNER: YOUR FAILURE TO RECORD A NOTICE OF COMMENCEMENT MAY RESULT IN YOUR PAYING TWICE FOR IMPROVEMENTS TO YOUR PROPERTY. A NOTICE OF COMMENCEMENT MUST BE RECORDED AND POSTED ON THE JOB SITE BEFORE THE FIRST INSPECTION. IF YOU INTEND TO OBTAIN FINANCING, CONSULT WITH YOUR LENDER OR AN ATTORNEY BEFORE COMMENCING WORK OR RECORDING YOUR NOTICE OF COMMENCEMENT."

FINAL INSPECTION IS REQUIRED ON ALL PERMITS-Failure to obtain a final inspection may result in legal action.

Must be signed in presence of a Notary

_____
Signature
Owner or Agent (including contractor)

STATE OF FLORIDA
COUNTY OF OKALOOSA
Sworn to (or affirmed) and subscribed before me this
_____day of_____, 20____
by_____.
Personally known _____ OR
Produced Identification _____

_____
Notary Signature as to Owner

SEAL:

X _____
Signature
Contractor

STATE OF FLORIDA
COUNTY OF OKALOOSA
Sworn to (or affirmed) and subscribed before me this
29th day of November, 2017
by Richard Dodge.
Personally known ✓ OR
Produced Identification _____

_____
Notary Signature as to Contractor

SEAL:

LYNN A. PAULK
Commission # CG 044295
Expires December 8, 2020
Bonded Thru Troy Fain Insurance 800-385-7019

GORMA-6 OP ID: RH

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 09/06/2018

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

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

PRODUCER Insurance on 30A 2930 W. Cnty Hwy 30A Suite 106 Santa Rosa Beach, FL 32459 Hutt Insurance Agency, Inc.	CONTACT NAME: Hutt Insurance Agency, Inc. PHONE (A/C, No, Ext): 850-213-2810 FAX (A/C, No): 850-763-4888 E-MAIL ADDRESS:
INSURED R J Gorman Marine Const LLC 8317 Front Beach Rd. Suite 8C Panama City Beach, FL 32407	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : XL Specialty Insurance Compa INSURER B : Zenith Insurance Company INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC OTHER:	X	X	UM00068284MA18A	09/01/2018	09/01/2019	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 50,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $
A	UMBRELLA LIAB X OCCUR X EXCESS LIAB CLAIMS-MADE DED RETENTION $			UM00068285MA18A	09/01/2018	09/01/2019	EACH OCCURRENCE AGGREGATE	$ 2,000,000 $ 2,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N: Y N / A If yes, describe under DESCRIPTION OF OPERATIONS below		X	Z134451702 USL&H ENDORSEMENT	09/01/2018	09/10/2019	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000

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

All projects performed for ReliantSouth Construction Group, Inc. All insuranc (excluding Workers Comp and Prof Liab)to include Owner, ReliantSouth Const Group, Inc., indemnified parties, any other parties as required by the contract as Additional Insured, & is primary & Non-contributory. Waiver of Subrogation applies to all policies for all additional insureds.

CERTIFICATE HOLDER

Reliant South
Construction Gruop, Inc.
230 W. 5th St.
Panama City, AL 32401

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Renata Harris

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The ACORD name and logo are registered marks of ACORD

GORMA-6 OP ID: RH

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 07/26/2018

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

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

PRODUCER Insurance on 30A 2930 W. Cnty Hwy 30A Suite 106 Santa Rosa Beach, FL 32459 Hutt Insurance Agency, Inc.	CONTACT NAME: Hutt Insurance Agency, Inc. PHONE (A/C, No, Ext): 850-213-2810 FAX (A/C, No): 850-763-4888 E-MAIL ADDRESS:
INSURED R J Gorman Marine Const LLC 8317 Front Beach Rd. Suite 8C Panama City Beach, FL 32407	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : American Alternative Ins Corp INSURER B : Zenith Insurance Company INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC OTHER:	X	X	1VA2OM1000048-01	07/14/2018	07/14/2019	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 50,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 1,000,000
	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $
A	UMBRELLA LIAB X OCCUR X EXCESS LIAB CLAIMS-MADE DED RETENTION $			1VA2UB1000048-01	07/14/2018	07/14/2019	EACH OCCURRENCE AGGREGATE	$ 2,000,000 $ 2,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N: Y N/A If yes, describe under DESCRIPTION OF OPERATIONS below		X	Z134451701 USL&H ENDORSEMENT	09/01/2017	09/10/2018	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000

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

All projects performed for ReliantSouth Construction Group, Inc. All insuranc (excluding Workers Comp and Prof Liab)to include Owner, ReliantSouth Const Group, Inc., indemnified parties, any other parties as required by the contract as Additional Insured, & is primary & Non-contributory. Waiver of Subrogation applies to all policies for all additional insureds.

CERTIFICATE HOLDER

Reliant South
Construction Gruop, Inc.
230 W. 5th St.
Panama City, AL 32401

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Renata Harris

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location And Description Of Completed Operations
ReliantSouth Construction Group, Inc. 230 West 5th Street Panama City, FLorida 32401	Captain Leonard Park Job Farmdale Retaining Wall Job
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

© ISO Properties, Inc., 2004

TheZenith

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.) The charge for this endorsement shall be 2.0 percent of the policy premium.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 09/01/2017
Insured RJ GORMAN MARINE CONSTRUCTION, LLC
Policy No. Z134451701
Policy Period 09/01/2017 To 09/01/2018
Issued On 08/31/2017

ZENITH INSURANCE COMPANY - 13145

PRESIDENT

At Sarasota, FL

WC-00-03-13
(Ed. 04-98)

Endorsement No. 11

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
ReliantSouth Construction Group, Inc. 230 West 5th Street Panama City, FLorida 32401	Captain Leonard Park Job Farmdale Retaining Wall Job
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

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

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

© ISO Properties, Inc., 2004

Blanket Waiver of Subrogation

It is agreed that these Underwriters waive their rights of subrogation against any person or organization to whom the Named Insured is obligated by written contract to provide such waiver, but only to the extent of such obligation and only with respect to operations by or on behalf of the Named Insured.

LIG COM 003 09 16

POLICY NUMBER: 1VA2OM1000048-01

COMMERCIAL GENERAL LIABILITY
CG 25 03 05 09

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED CONSTRUCTION PROJECT(S) GENERAL AGGREGATE LIMIT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Designated Construction Project(s):	Captain Leonard Park Job Farmdale Retaining Wall Job
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section I – Coverage **A**, and for all medical expenses caused by accidents under Section I – Coverage **C**, which can be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:

1. A separate Designated Construction Project General Aggregate Limit applies to each designated construction project, and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.
2. The Designated Construction Project General Aggregate Limit is the most we will pay for the sum of all damages under Coverage **A**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", and for medical expenses under Coverage **C** regardless of the number of:
   a. Insureds;
   b. Claims made or "suits" brought; or
   c. Persons or organizations making claims or bringing "suits".
3. Any payments made under Coverage **A** for damages or under Coverage **C** for medical expenses shall reduce the Designated Construction Project General Aggregate Limit for that designated construction project. Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Designated Construction Project General Aggregate Limit for any other designated construction project shown in the Schedule above.
4. The limits shown in the Declarations for Each Occurrence, Damage To Premises Rented To You and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Designated Construction Project General Aggregate Limit.

B. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section I – Coverage **A,** and for all medical expenses caused by accidents under Section I – Coverage **C,** which cannot be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:

1. Any payments made under Coverage **A** for damages or under Coverage **C** for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-completed Operations Aggregate Limit, whichever is applicable; and
2. Such payments shall not reduce any Designated Construction Project General Aggregate Limit.

C. When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Designated Construction Project General Aggregate Limit.

D. If the applicable designated construction project has been abandoned, delayed, or abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the project will still be deemed to be the same construction project.

E. The provisions of Section III – Limits Of Insurance not otherwise modified by this endorsement shall continue to apply as stipulated.

PRIMARY & NON-CONTRIBUTORY ENDORSEMENT

In consideration of the premium charged, it is hereby understood and agreed that as respects claims arising out of or in connection with work performed for as needed by written contract by the Named Insured, the following applies:

As needed by written contract is named as an Additional Insured under this policy;

This insurance is primary insurance with respect to the interests of the Additional Insured referenced above, insofar as the work performed by the Named Insured is concerned, and any other insurance maintained by said Additional Insurance is excess and not contributory with this insurance;

Coverage is afforded by this endorsement for the Additional Insured referenced above only as respects liabilities to third parties arising out of work and/or operations of the Named Insured performed in connection with the relevant contract or agreement;

In no event shall coverage be provided hereunder for the Additional Insured beyond the extent which is required under the relevant contract or agreement;

Coverage provided hereunder for the Additional Insured is further subject to all of the exclusions and limitations contained elsewhere in this policy;

This policy will not insure or defend any claims for liabilities arising out of the sole fault or sole negligence of the Additional Insured.

The inclusion of the Additional Insured shall not increase the per occurrence and/or aggregate Limits of Liability under this policy.

All other terms and conditions remaining unchanged.

LIG MGL 004 09 16

DEPARTMENT OF THE ARMY
JACKSONVILLE DISTRICT CORPS OF ENGINEERS
PENSACOLA REGULATORY OFFICE
41 NORTH JEFFERSON STREET, SUITE 301
PENSACOLA, FLORIDA 32502

REPLY TO
ATTENTION OF

September 7, 2017

RECEIVED
SEP 07 2018
Building Division

Regulatory Division
North Permits Branch
Pensacola Permits Section
SAJ-2017-00582 (NW-SWA)

The Trust for Public Land
c/o: Peter Fodor, Division Legal Director
306 North Monroe Street
Tallahassee, Florida 32301

Dear Mr. Fodor:

The U.S. Army Corps of Engineers (Corps) assigned your application for a Department of the Army permit, which the Corps received on February 15, 2017, the file number SAJ-2017-00582. A review of the information and drawings provided indicates that the proposed project is to install 160 linear feet of riprap within 10 feet of the mean high water line for bank stabilization. The project is located at 101 Calhoun Avenue, within Section 00, Township 02 South, Range 22 West, Okaloosa County, Florida.

Your project, as depicted on the enclosed drawings, is authorized by Nationwide Permit (NWP) Number 13. In addition, project specific conditions have been enclosed. This verification is valid until **March 18, 2022**. Furthermore, if you commence or are under contract to commence this activity before the date that the relevant nationwide permit is modified or revoked, you will have 12 months from the date of the modification or revocation of the NWP to complete the activity under the present terms and conditions of this nationwide permit. Please access the U.S. Army Corps of Engineers' (Corps) Jacksonville District's Regulatory Internet page to access Internet links to view the Final Nationwide Permits, Federal Register Vol. 82, dated January 6, 2017, specifically pages 1983 to 2008, and the table of Regional Conditions. The Internet page address is:

http://www.saj.usace.army.mil/Missions/Regulatory.aspx

Please be aware this Internet address is case sensitive and should be entered as it appears above. Once there you will need to click on "Source Book"; and, then click on "Nationwide Permits." These files contain the description of the Nationwide Permit authorization, the Nationwide Permit general conditions, and the regional conditions, which apply specifically to this verification for NWP 13. Enclosed is a list of the six General Conditions, which apply to all Department of the Army authorizations. You must comply with all of the special and general conditions and any project specific condition of this authorization or you may be subject to enforcement action. In the event

you have not completed construction of your project within the specified time limit, a separate application or re-verification may be required.

The following special conditions are included with this verification:

1. **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:

a. For standard mail: U.S. Army Corps of Engineers, Regulatory Division, Enforcement Section, 41 North Jefferson Street, Suite 301, Pensacola, FL 32502.

b. For electronic mail CESAJ-ComplyDocs@usace.army.mil (not to exceed 10 MB). The Permittee shall reference this permit number, SAJ-2017-00582 (NW-SWA), on all submittals.

2. **Commencement Notification:** Within 10 days from the date of initiating the work authorized by this permit 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.

3. **Self-Certification:** Within 60 days of completion of the work authorized by this permit, the Permittee shall complete the attached "Self-Certification Statement of Compliance" form and submit it to the Corps. In the event that the completed work deviates in any manner from the authorized work, the Permittee shall describe the deviations between the work authorized by this permit and the work as constructed on the "Self-Certification Statement of Compliance" form. The description of any deviations on the "Self-Certification Statement of Compliance" form does not constitute approval of any deviations by the Corps.

4. **Turbidity Barriers:** Prior to the initiation of any of the work authorized by this permit, the Permittee shall install floating turbidity barriers with weighted skirts that extend to within 1-foot of the bottom around all work areas that are in, or adjacent to, surface waters. The turbidity barriers shall remain in place and be maintained until the authorized work has been completed and all suspended and erodible materials have been stabilized. Turbidity barriers shall be removed upon stabilization of the work area.

5. **Sea Turtle/Sawfish/Sturgeon Guidelines:** The Permittee shall comply with the attached National Marine Fisheries Service's "*Sea Turtle and Smalltooth Sawfish Construction Conditions*", which also applies to sturgeon.

6. **Manatee Conditions:** The Permittee shall comply with the attached "*Standard Manatee Conditions for In-Water Work – 2011.*"

7. **Agency Changes/Approvals:** Should any other agency require and/or approve changes to the work authorized or obligated by this permit, the Permittee is advised a modification to this permit instrument is required prior to initiation of those changes. It is the Permittee's responsibility to request a modification of this permit from the Pensacola Permits Section. The Corps reserves the right to fully evaluate, amend, and approve or deny the request for modification of this permit.

8. **Cultural Resources/Historic Properties:**

a. No structure or work shall adversely affect impact or disturb properties listed in the *National Register of Historic Places* (NRHP) or those eligible for inclusion in the NRHP.

b. If during the ground disturbing activities and construction work within the permit area, there are archaeological/cultural materials encountered which were not the subject of a previous cultural resources assessment survey (and which shall include, but not be limited to: pottery, modified shell, flora, fauna, human remains, ceramics, stone tools or metal implements, dugout canoes, evidence of structures or any other physical remains that could be associated with Native American cultures or early colonial or American settlement), the Permittee shall immediately stop all work and ground-disturbing activities within a 100-meter diameter of the discovery and notify the Corps within the same business day (8 hours). The Corps shall then notify the Florida State Historic Preservation Officer (SHPO) and the appropriate Tribal Historic Preservation Officer(s) (THPO(s)) to assess the significance of the discovery and devise appropriate actions.

c. Additional cultural resources assessments may be required of the permit area in the case of unanticipated discoveries as referenced in accordance with the above Special Condition; and if deemed necessary by the SHPO, THPO(s), or Corps, in accordance with 36 CFR 800 or 33 CFR 325, Appendix C (5). Based, on the circumstances of the discovery, equity to all parties, and considerations of the public interest, the Corps may modify, suspend or revoke the permit in accordance with 33 CFR Part 325.7. Such activity shall not resume on non-federal lands without written authorization from the SHPO for finds under his or her jurisdiction, and from the Corps.

d. In the unlikely event that human remains are encountered on federal or tribal lands, or in situations where Archaeological Resources Protection Act of 1979, or Native American Graves Protection Repatriation Act of 1990 applies, all work and ground disturbing activities within a 100-meter diameter of the unmarked human remains shall immediately cease and the Permittee shall immediately notify the Corps, within the same business day (8-hours). The Corps shall then notify the appropriate THPO(s) and

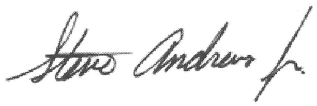
SHPO. Based, on the circumstances of the discovery, equity to all parties, and considerations of the public interest, the Corps may modify, suspend or revoke the permit in accordance with 33 CFR Part 325.7. After such notification, project activities on federal lands shall not resume without written authorization from the Corps, and/or appropriate THPO(s), SHPO, and federal manager. After such notification, project activities on tribal lands shall not resume without written authorization from the appropriate THPO(s) and the Corps.

This letter of authorization does not give absolute Federal authority to perform the work as specified on your application. The proposed work may be subject to local building restrictions mandated by the National Flood Insurance Program. You should contact your local office that issues building permits to determine if your site is located in a flood-prone area, and if you must comply with the local building requirements mandated by the National Flood Insurance Program.

If you are unable to access the internet or require a hardcopy of any of the conditions, limitations, or expiration date for the above referenced NWP, please contact me by telephone at 850-439-0707.

Thank you for your cooperation with our permit program. The Corps Jacksonville District Regulatory Division is committed to improving service to our customers. We strive to perform our duty in a friendly and timely manner while working to preserve our environment. We invite you to complete our automated Customer Service Survey at http://corpsmapu.usace.army.mil/cm_apex/f?p=regulatory_survey. Please be aware this Internet address is case sensitive; and, you will need to enter it exactly as it appears above. Your input is appreciated – favorable or otherwise.

Sincerely,



Steve Andrews Jr.
Project Manager

Enclosures:
General Conditions
Transfer Request
Self-Certification
Manatee Conditions
Sea Turtle, Sawfish & Sturgeon Conditions
Permit Drawings
Copy Furnished:
Elva Peppers

GENERAL CONDITIONS
33 CFR PART 320-330

1. The time limit for completing the work authorized ends on **March 18, 2022**.

2. You must maintain the activity authorized by this permit in good condition and in conformance with the terms and conditions of this permit. You are not relieved of this requirement if you abandon the permitted activity, although you may make a good faith transfer to a third party in compliance with General Condition 4 below. Should you wish to cease to maintain the authorized activity or should you desire to abandon it without a good faith transfer, you must obtain a modification of this permit from this office, which may require restoration of the area.

3. If you discover any previously unknown historic or archeological remains while accomplishing the activity authorized by this permit, you must immediately notify this office of what you have found. We will initiate the Federal and state coordination required to determine if the remains warrant a recovery effort of if the site is eligible for listing in the National Register of Historic Places.

4. If you sell the property associated with this permit you must obtain the signature of the new owner in the space provided and forward a copy of the permit to this office to validate the transfer of this authorization.

5. If a conditioned water quality certification has been issued for your project, you must comply with the conditions specified in the certification as special conditions to this permit. For your convenience, a copy of the certification is attached if it contains such conditions.

6. You must allow a representative from this office to inspect the authorized activity at any time deemed necessary to ensure that it is being or has been accomplished in accordance with the terms and conditions of your permit.

DEPARTMENT OF THE ARMY PERMIT TRANSFER REQUEST

PERMIT NUMBER: SAJ-2017-00582 (NW-SWA)

When the structures or work authorized by this permit are still in existence at the time the property is transferred, the terms and conditions of this permit will continue to be binding on the new owner(s) of the property. Although the construction period for works authorized by Department of the Army permits is finite, the permit itself, with its limitations, does not expire.

To validate the transfer of this permit and the associated responsibilities associated with compliance with its terms and conditions, have the transferee sign and date below and mail to the U.S. Army Corps of Engineers, Enforcement Section, Post Office Box 4970, Jacksonville, FL 32232-0019.

_____
(TRANSFEREE-SIGNATURE)

_____
(DATE)

_____
(NAME-PRINTED)

_____

_____
(MAILING ADDRESS)

_____
(CITY, STATE, ZIP CODE)

_____
(SUBDIVISION)

_____ _____
(LOT) **(BLOCK)**

_____
(STREET ADDRESS)

SELF-CERTIFICATION STATEMENT OF COMPLIANCE

Permit Number: SAJ-2017-00582

Permittee's Name & Address (please print or type):_____

_____

_____

Telephone Number:_____

Location of the Work:_____

_____

Date Work Started:_____ Date Work Completed:_____

PROPERTY IS INACCESSIBLE WITHOUT PRIOR NOTIFICATION: YES _____ NO_____

TO SCHEDULE AN INSPECTION PLEASE CONTACT _____ AT _____

Description of the Work (e.g. bank stabilization, residential or commercial filling, docks, dredging,
etc.):_____

_____

_____

Acreage or Square Feet of Impacts to Waters of the United States: _____

Describe Mitigation completed (if applicable): _____

_____

Describe any Deviations from Permit (attach drawing(s) depicting the deviations):

_____

_____

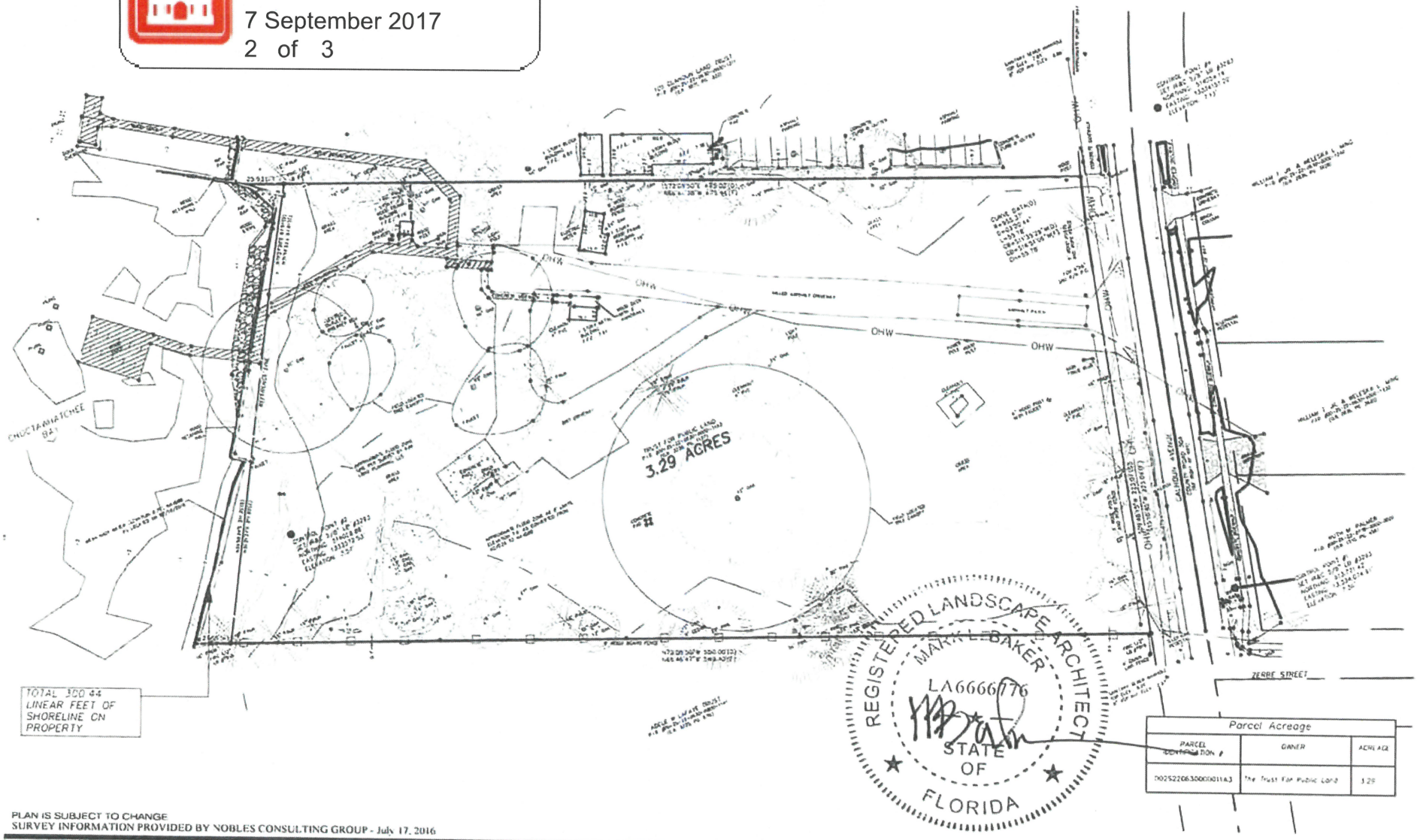
****

I certify that all work, and mitigation (if applicable) was done in accordance with the limitations and conditions as described in the permit. Any deviations as described above are depicted on the attached drawing(s).

_____
Signature of Permittee

_____
Date

SAJ-2017-00582
TPL-Leonard Destin Park
7 September 2017
2 of 3



PLAN IS SUBJECT TO CHANGE
SURVEY INFORMATION PROVIDED BY NOBLES CONSULTING GROUP - July 17, 2016

PREPARED FOR:
The Trust for Public Land
306 North Monroe Street
Tallahassee, FL 32303

PERMIT DRAWINGS

CAPTAIN LEONARD DESTIN PARK

DESTIN, FLORIDA

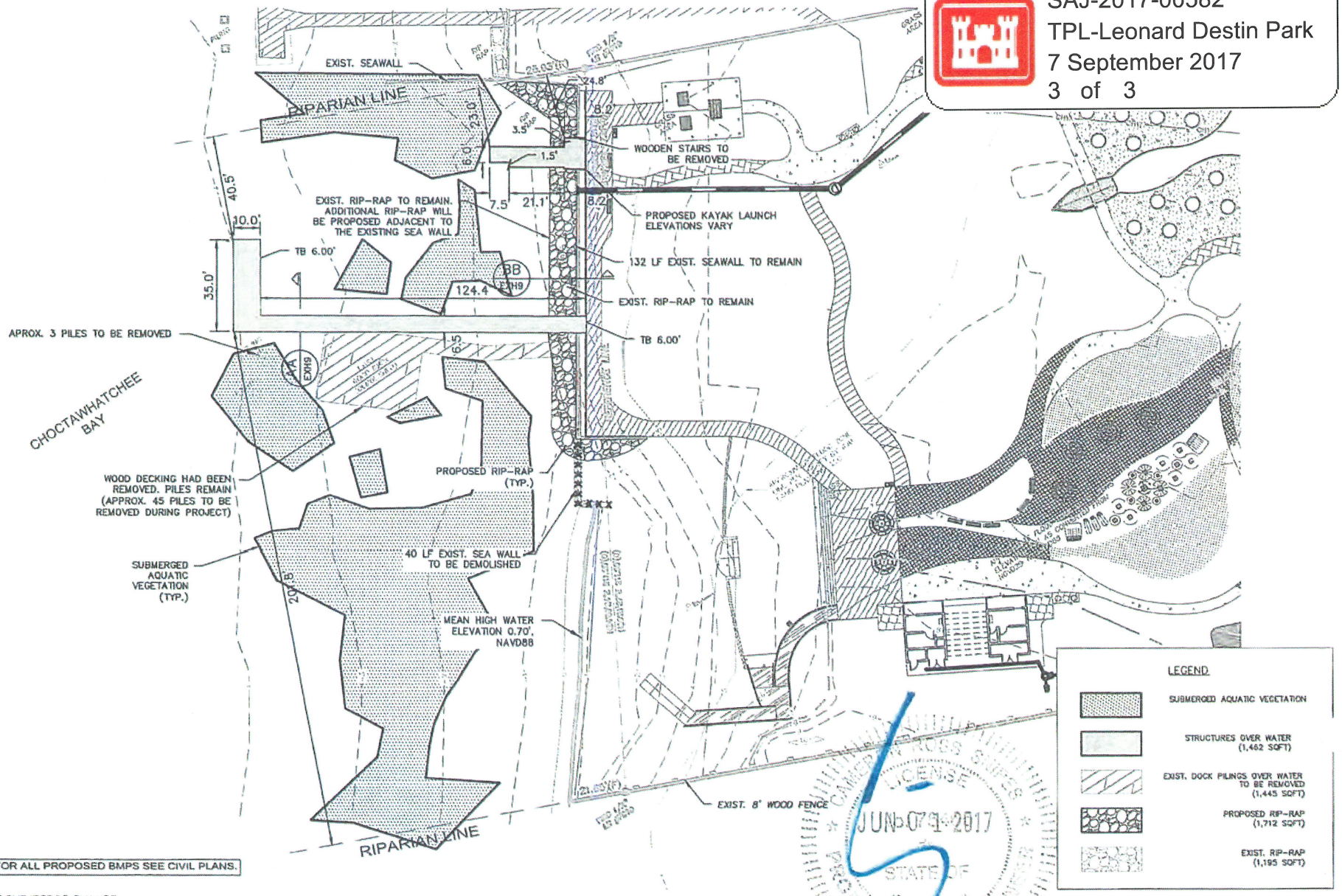
Wood+Partners Inc.
Landscape Architects
Land Planners
FL LC0000364
1211 Metcalfe Rd ■ Tallahassee, FL 32308
850 391 0360 ■ Fax 850 386 1010 ■ www.woodandpartners.com

0 40' 80' 160'
SCALE: 1" = 80'

NORTH

DATE 06.01.17
DRAWN BY BB
CHECKED BY SK
PROJECT NUMBER 02-16010
SHEET TITLE EXISTING CONDITIONS
SHEET NUMBER EXH5

SAJ-2017-00582
TPL-Leonard Destin Park
7 September 2017
3 of 3



NOTE: FOR ALL PROPOSED BMPS SEE CIVIL PLANS.

PLAN IS SUBJECT TO CHANGE.

PREPARED FOR:
The Trust for Public Land
306 North Monroe Street
Tallahassee, FL 32303

PERMIT DRAWINGS
LEONARD DESTIN PARK
DESTIN, FLORIDA

#	REVISION	DATE	BY

Wood+Partners Inc. WPi
Landscape Architects
Land Planners
FL LC0000364
1211 Miccosukee Rd.B Tallahassee, FL 32308
850.331.6360 Fax 850.385.1010 www.woodandpartners.com

DATE
02.8.17
PROJECT NUMBER
02-16010
SHEET TITLE
BOARDWALK AND PIER PLAN

DRAWN BY: WC
CHECKED BY: CRS
SHEET NUMBER
EXH7

STANDARD MANATEE CONDITIONS FOR IN-WATER WORK
2011

The permittee shall comply with the following conditions intended to protect manatees from direct project effects:

a. All personnel associated with the project shall be instructed about the presence of manatees and manatee speed zones, and the need to avoid collisions with and injury to manatees. The permittee shall advise all construction personnel that there are civil and criminal penalties for harming, harassing, or killing manatees which are protected under the Marine Mammal Protection Act, the Endangered Species Act, and the Florida Manatee Sanctuary Act.

b. All vessels associated with the construction project shall operate at "Idle Speed/No Wake" at all times while in the immediate area and while in water where the draft of the vessel provides less than a four-foot clearance from the bottom. All vessels will follow routes of deep water whenever possible.

c. Siltation or turbidity barriers shall be made of material in which manatees cannot become entangled, shall be properly secured, and shall be regularly monitored to avoid manatee entanglement or entrapment. Barriers must not impede manatee movement.

d. All on-site project personnel are responsible for observing water-related activities for the presence of manatee(s). All in-water operations, including vessels, must be shutdown if a manatee(s) comes within 50 feet of the operation. Activities will not resume until the manatee(s) has moved beyond the 50-foot radius of the project operation, or until 30 minutes elapses if the manatee(s) has not reappeared within 50 feet of the operation. Animals must not be herded away or harassed into leaving.

e. Any collision with or injury to a manatee shall be reported immediately to the Florida Fish and Wildlife Conservation Commission (FWC) Hotline at 1-888-404-3922. Collision and/or injury should also be reported to the U.S. Fish and Wildlife Service in Jacksonville (1-904-731-3336) for north Florida or Vero Beach (1-772-562-3909) for south Florida, and to FWC at ImperiledSpecies@myFWC.com

UNITED STATES DEPARTMENT OF COMMERCE
National Oceanic and Atmospheric Administration
NATIONAL MARINE FISHERIES SERVICE
Southeast Regional Office
263 13th Avenue South
St. Petersburg, FL 33701

SEA TURTLE AND SMALLTOOTH SAWFISH CONSTRUCTION CONDITIONS

The permittee shall comply with the following protected species construction conditions:

a. The permittee shall instruct all personnel associated with the project of the potential presence of these species and the need to avoid collisions with sea turtles and smalltooth sawfish. All construction personnel are responsible for observing water-related activities for the presence of these species.

b. The permittee shall advise all construction personnel that there are civil and criminal penalties for harming, harassing, or killing sea turtles or smalltooth sawfish, which are protected under the Endangered Species Act of 1973.

c. Siltation barriers shall be made of material in which a sea turtle or smalltooth sawfish cannot become entangled, be properly secured, and be regularly monitored to avoid protected species entrapment. Barriers may not block sea turtle or smalltooth sawfish entry to or exit from designated critical habitat without prior agreement from the National Marine Fisheries Service's Protected Resources Division, St. Petersburg, Florida.

d. All vessels associated with the construction project shall operate at "no wake/idle" speeds at all times while in the construction area and while in water depths where the draft of the vessel provides less than a four-foot clearance from the bottom. All vessels will preferentially follow deep-water routes (e.g., marked channels) whenever possible.

e. If a sea turtle or smalltooth sawfish is seen within 100 yards of the active daily construction/dredging operation or vessel movement, all appropriate precautions shall be implemented to ensure its protection. These precautions shall include cessation of operation of any moving equipment closer than 50 feet of a sea turtle or smalltooth sawfish. Operation of any mechanical construction equipment shall cease immediately if a sea turtle or smalltooth sawfish is seen within a 50-ft radius of the equipment. Activities may not resume until the protected species has departed the project area of its own volition.

f. Any collision with and/or injury to a sea turtle or smalltooth sawfish shall be reported immediately to the National Marine Fisheries Service's Protected Resources Division (727-824-5312) and the local authorized sea turtle stranding/rescue organization.

g. Any special construction conditions, required of your specific project, outside these general conditions, if applicable, will be addressed in the primary consultation.

Revised: March 23, 2006
O:\forms\Sea Turtle and Smalltooth Sawfish Construction Conditions.doc

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AIA® Document A401™ – 2007

Standard Form of Agreement Between Contractor and Subcontractor

AGREEMENT made as of the Sixth day of February in the year Two Thousand Eighteen
(In words, indicate day, month and year.)

BETWEEN the Contractor:
(Name, legal status, address and other information)

ReliantSouth Construction Group, Inc.
230 W. 5th Street
Panama City, Florida 32401
Telephone Number: 850-215-5540
Fax Number: 850-215-5570
CGC052036 and CGC1508082
and the Subcontractor:
(Name, legal status, address and other information)

RJ Gorman Marine Construction,, LLC.
402 Bayshore Drive
Panama City, Florida 32407

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

AIA Document A201™–2007, General Conditions of the Contract for Construction, is adopted in this document by reference.

This document has been approved and endorsed by the Associated Specialty Contractors, Inc.

The Contractor has made a contract for construction (hereinafter, the Prime Contract) dated: February 06, 2018

with the Owner:
(Name, legal status, address and other information)

Trust for Public Land
306 North Monroe Street
Tallahassee, Florida 32401

J.6
1713

for the following Project:
(Name, location and detailed description)

Capt. Leonard Destin Park

The Prime Contract provides for the furnishing of labor, materials, equipment and services in connection with the construction of the Project. A copy of the Prime Contract, consisting of the Agreement Between Owner and Contractor (from which compensation amounts may be deleted) and the other Contract Documents enumerated therein, has been made available to the Subcontractor.

The Architect for the Project:
(Name, legal status, address and other information)

Wood + Partners, Inc.

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1211 Miccosukee Road
Tallahassee, Florida 32308
Telephone Number:850-391-0360

The Contractor and the Subcontractor agree as follows.

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ARTICLE 1 THE SUBCONTRACT DOCUMENTS

§ 1.1 The Subcontract Documents consist of (1) this Agreement; (2) the Prime Contract, consisting of the Agreement between the Owner and Contractor and the other Contract Documents enumerated therein; (3) Modifications issued subsequent to the execution of the Agreement between the Owner and Contractor, whether before or after the execution of this Agreement; (4) other documents listed in Article 16 of this Agreement; and (5) Modifications to this Subcontract issued after execution of this Agreement. These form the Subcontract, and are as fully a part of the Subcontract as if attached to this Agreement or repeated herein. The Subcontract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. An enumeration of the Subcontract Documents, other than Modifications issued subsequent to the execution of this Agreement, appears in Article 16.

§ 1.2 Except to the extent of a conflict with a specific term or condition contained in the Subcontract Documents, the General Conditions governing this Subcontract shall be the AIA Document A201™–2007, General Conditions of the Contract for Construction.

§ 1.3 The Subcontract may be amended or modified only by a Modification. The Subcontract Documents shall not be construed to create a contractual relationship of any kind (1) between the Architect and the Subcontractor, (2) between the Owner and the Subcontractor, or (3) between any persons or entities other than the Contractor and Subcontractor.

§ 1.4 The Contractor shall make available the Subcontract Documents to the Subcontractor prior to execution of this Agreement, and thereafter, upon request, but the Contractor may charge the Subcontractor for the reasonable cost of reproduction.

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ARTICLE 2 MUTUAL RIGHTS AND RESPONSIBILITIES

The Contractor and Subcontractor shall be mutually bound by the terms of this Agreement and, to the extent that the provisions of AIA Document A201–2007 apply to this Agreement pursuant to Section 1.2 and provisions of the Prime Contract apply to the Work of the Subcontractor, the Contractor shall assume toward the Subcontractor all obligations and responsibilities that the Owner, under such documents, assumes toward the Contractor, and the Subcontractor shall assume toward the Contractor all obligations and responsibilities which the Contractor, under such documents, assumes toward the Owner and the Architect. The Contractor shall have the benefit of all rights, remedies and redress against the Subcontractor that the Owner, under such documents, has against the Contractor, and the Subcontractor shall have the benefit of all rights, remedies and redress against the Contractor that the Contractor, under such documents, has against the Owner, insofar as applicable to this Subcontract. Where a provision of such documents is inconsistent with a provision of this Agreement, this Agreement shall govern.

ARTICLE 3 CONTRACTOR

§ 3.1 SERVICES PROVIDED BY THE CONTRACTOR

§ 3.1.1 The Contractor shall cooperate with the Subcontractor in scheduling and performing the Contractor's Work to avoid conflicts or interference in the Subcontractor's Work and shall expedite written responses to submittals made by the Subcontractor in accordance with Section 4.1 and Article 5. Promptly after execution of this Agreement, the Contractor shall provide the Subcontractor copies of the Contractor's construction schedule and schedule of submittals, together with such additional scheduling details as will enable the Subcontractor to plan and perform the Subcontractor's Work properly. The Contractor shall promptly notify the Subcontractor of subsequent changes in the construction and submittal schedules and additional scheduling details.

§ 3.1.2 The Contractor shall provide suitable areas for storage of the Subcontractor's materials and equipment during the course of the Work. ~~Additional costs to the Subcontractor resulting from relocation of such storage areas at the direction of the Contractor, except as previously agreed upon, shall be reimbursed by the Contractor.~~Subcontractor is responsible for the safe storage of their materials.

§ 3.1.3 Except as provided in Article 14, the Contractor's equipment will be available to the Subcontractor only at the Contractor's discretion and on mutually satisfactory terms.

§ 3.2 COMMUNICATIONS

§ 3.2.1 The Contractor shall promptly make available to the Subcontractor information, including information received from the Owner, that affects this Subcontract and that becomes available to the Contractor subsequent to execution of this Subcontract.

§ 3.2.2 The Contractor shall not give instructions or orders directly to the Subcontractor's employees or to the Subcontractor's Sub-subcontractors or material suppliers unless such persons are designated as authorized representatives of the Subcontractor.

~~**§ 3.2.3** The Contractor shall permit the Subcontractor to request directly from the Architect information regarding the percentages of completion and the amount certified on account of Work done by the Subcontractor.~~

§ 3.2.4 If hazardous substances of a type of which an employer is required by law to notify its employees are being used on the site by the Contractor, a subcontractor or anyone directly or indirectly employed by them (other than the Subcontractor), the Contractor shall, prior to harmful exposure of the Subcontractor's employees to such substance, give written notice of the chemical composition thereof to the Subcontractor in sufficient detail and time to permit the Subcontractor's compliance with such laws.

§ 3.2.5 The Contractor shall furnish to the Subcontractor within 30 days after receipt of a written request, or earlier if so required by law, information necessary and relevant for the Subcontractor to evaluate, give notice of or enforce mechanic's lien rights. Such information shall include a correct statement of the record legal title to the property, usually referred to as the site, on which the Project is located and the Owner's interest therein.

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§ 3.2.6 If the Contractor asserts or defends a claim against the Owner that relates to the Work of the Subcontractor, the Contractor shall promptly make available to the Subcontractor all information relating to the portion of the claim that relates to the Work of the Subcontractor.

§ 3.3 CLAIMS BY THE CONTRACTOR

§ 3.3.1 Liquidated damages for delay, ~~if provided for in Section 9.3 of this Agreement,~~ shall be assessed against the Subcontractor only to the extent caused by the Subcontractor or any person or entity for whose acts the Subcontractor may be liable, and in no case for delays or causes arising outside the scope of this Subcontract.

§ 3.3.2 The Contractor's claims for the costs of services or materials provided due to the Subcontractor's failure to execute the Work shall require

.1 ~~seven~~ four days' written notice prior to the Contractor's providing services or materials, except in an emergency; and

.2 written compilations to the Subcontractor of services and materials provided by the Contractor and charges for such services and materials no later than the ~~fifteenth~~ thirtieth day of the month following the Contractor's providing such services or materials.

§ 3.4 CONTRACTOR'S REMEDIES

If the Subcontractor defaults or neglects to carry out the Work in accordance with this Agreement and fails within ~~five~~ four working days after receipt of written notice from the Contractor to commence and continue correction of such default or neglect with diligence and promptness, the Contractor may, by appropriate Modification, and without prejudice to any other remedy the Contractor may have, make good such deficiencies and may deduct the reasonable cost thereof from the payments then or thereafter due the Subcontractor.

ARTICLE 4 SUBCONTRACTOR

§ 4.1 EXECUTION AND PROGRESS OF THE WORK

§ 4.1.1 For all Work the Subcontractor intends to subcontract, the Subcontractor shall enter into written agreements with Sub-subcontractors performing portions of the Work of this Subcontract by which the Subcontractor and the Sub-subcontractor are mutually bound, to the extent of the Work to be performed by the Sub-subcontractor, assuming toward each other all obligations and responsibilities that the Contractor and Subcontractor assume toward each other and having the benefit of all rights, remedies and redress each against the other that the Contractor and Subcontractor have by virtue of the provisions of this Agreement.

§ 4.1.2 The Subcontractor shall supervise and direct the Subcontractor's Work, and shall cooperate with the Contractor in scheduling and performing the Subcontractor's Work to avoid conflict, delay in or interference with the Work of the Contractor, other subcontractors, the Owner, or separate contractors.

§ 4.1.3 The Subcontractor shall promptly submit Shop Drawings, Product Data, Samples and similar submittals required by the Subcontract Documents with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the Contractor or other subcontractors.

§ 4.1.3.1 If the contracted scope of work entails roofing, the subcontractor agrees to furnish the Contractor a written notice a minimum of 2 working days prior to any and all inspections by the roofing manufacturer.

§ 4.1.3.2 Current As-Built Drawings will be maintained on site by the Subcontractor and will be examined EACH month prior to requisition payment. Lack of approved and current as-built drawings will be cause for payment rejection.

§ 4.1.4 The Subcontractor shall furnish to the Contractor periodic progress reports on the Work of this Subcontract as mutually agreed, including information on the status of materials and equipment that may be in the course of preparation, manufacture, or transit.

§ 4.1.5 The Subcontractor agrees that the Contractor ~~and the Architect each~~ will have the authority to reject Work of the Subcontractor that does not conform to the Prime Contract. The Architect's decisions on matters relating to aesthetic effect shall be final and binding on the Subcontractor if consistent with the intent expressed in the Prime Contract.

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§ 4.1.6 The Subcontractor shall pay for all materials, equipment and labor used in connection with the performance of this Subcontract through the period covered by previous payments received from the Contractor, and shall furnish satisfactory evidence, when requested by the Contractor, to verify compliance with the above requirements.

§ 4.1.7 The Subcontractor shall take necessary precautions to protect properly the work of other subcontractors from damage caused by operations under this Subcontract.

§ 4.1.8 The Subcontractor shall cooperate with the Contractor, other subcontractors, the Owner, and separate contractors whose work might interfere with the Subcontractor's Work. The Subcontractor shall participate in the preparation of coordinated drawings in areas of congestion, if required by the Prime Contract, specifically noting and advising the Contractor of potential conflicts between the Work of the Subcontractor and that of the Contractor, other subcontractors, the Owner, or separate contractors.

§ 4.2 PERMITS, FEES, NOTICES, AND COMPLIANCE WITH LAWS

§ 4.2.1 The Subcontractor shall give notices and comply with applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities bearing on performance of the Work of this Subcontract. The Subcontractor shall secure and pay for permits, fees, licenses and inspections by government agencies necessary for proper execution and completion of the Subcontractor's Work, the furnishing of which is required of the Contractor by the Prime Contract. Permits were not included in my scope

§ 4.2.2 The Subcontractor shall comply with Federal, state and local tax laws, social security acts, unemployment compensation acts and workers' compensation acts insofar as applicable to the performance of this Subcontract.

§ 4.3 SAFETY PRECAUTIONS AND PROCEDURES

§ 4.3.1 The Subcontractor shall take reasonable safety ~~precautions~~ precautions, including establishing a safety program with respect to performance of this Subcontract, shall comply with safety measures initiated and or required by the Contractor and with applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities for the safety of persons and property in accordance with the requirements of the Prime Contract. Subcontractor shall stop any part of the Work which the Contractor deems unsafe until corrective measures have been taken. Contractor's failure to stop Subcontractor's unsafe practices shall not relieve the Subcontractor of the responsibility therefore. The Subcontractor shall report to the Contractor ~~within three days~~ immediately following an injury to an employee or agent of the Subcontractor which occurred at the site and promptly confirm the notice in writing. A detailed written report and a copy of their DWC-1 form shall be furnished to the Contractor within 24 hours of the incident.

The subcontractor is solely responsible for the safety of its' employees on the jobsite, and for providing a safe place to work for it's employees & others who may be there in connection with subcontractor's work under this contract.

§ 4.3.1.1 If this Subcontractor is involved with trenching, they agree they will comply with provisions of the Florida Statute 553.63.

§ 4.3.1.2 Subcontractor shall comply with the workplace safety requirements of OSHA. Failure to do so will result in $50 charge against Subcontractor for each occurrence, which charge is payable to the Contractor and is independent of any applicable governmental fines or penalties assessed for each occurrence. Failure to make required corrections may result in removal of offending personnel from project site.

§ 4.3.1.3 Subcontractor will reimburse Contractor for any OSHA fines assessed due to Subcontractor's failure to follow OSHA regulations.

§ 4.3.1.4 Subcontractor acknowledges that OSHA requires that any forklift operator be certified and will ensure that his forces will be in compliance with this requirement.

§ 4.3.2 If hazardous substances of a type of which an employer is required by law to notify its employees are being used on the site by the Subcontractor, the Subcontractor's Sub-subcontractors or anyone directly or indirectly employed by them, the Subcontractor shall, prior to harmful exposure of any employees on the site to such

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substance, give written notice of the chemical composition thereof to the Contractor in sufficient detail and time to permit compliance with such laws by the Contractor, other subcontractors and other employers on the site.

§ 4.3.3 If reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a hazardous material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Subcontractor, the Subcontractor shall, upon recognizing the condition, immediately stop Work in the affected area and promptly report the condition to the Contractor in writing. When the material or substance has been rendered harmless, the Subcontractor's Work in the affected area shall resume upon written agreement of the Contractor and Subcontractor. The Subcontract Time shall be extended appropriately and the Subcontract Sum shall be increased in the amount of the Subcontractor's reasonable additional costs of demobilization, delay and remobilization, which adjustments shall be accomplished as provided in Article 5 of this Agreement.

§ 4.3.4 To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Subcontractor, the Subcontractor's Sub-subcontractors, and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work in the affected area if in fact the material or substance presents the risk of bodily injury or death as described in Section 4.3.3 and has not been rendered harmless, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself) except to the extent that such damage, loss or expense is due to the fault or negligence of the party seeking indemnity.

§ 4.3.5 The Subcontractor shall indemnify the Contractor for the cost and expense the Contractor incurs (1) for remediation of a material or substance brought to the site and negligently handled by the Subcontractor or (2) where the Subcontractor fails to perform its obligations under Section 4.3.3, except to the extent that the cost and expense are due to the Contractor's fault or negligence.

§ 4.4 CLEANING UP

§ 4.4.1 The Subcontractor shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations performed under this Subcontract. The Subcontractor shall not be held responsible for conditions caused by other contractors or subcontractors.

§ 4.4.2 As provided under Section 3.3.2, if the Subcontractor fails to clean up as provided in the Subcontract Documents, the Contractor may charge the Subcontractor for the Subcontractor's appropriate share of cleanup costs.

§ 4.5 WARRANTY

The Subcontractor warrants to the Owner, ~~Architect,~~ and Contractor that materials and equipment furnished under this Subcontract will be of good quality and new unless the Subcontract Documents require or permit otherwise. The Subcontractor further warrants that the Work will conform to the requirements of the Subcontract Documents and will be free from defects, except for those inherent in the quality of the Work the Subcontract Documents require or permit. Work, materials, or equipment not conforming to these requirements may be considered defective. The Subcontractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Subcontractor, improper or insufficient maintenance, improper operation, or normal wear and tear under normal usage. If required by the Architect and Contractor, the Subcontractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

If no warranty is required of the Contractor in the Contract Documents, then the Subcontractor shall warrant its work as described above for a period of one year from the date(s) of substantial completion of the entire project. The Subcontractor further agrees to execute any special warranties that shall be required for the Subcontractor's Work prior to final payment.

§ 4.6 INDEMNIFICATION

§ 4.6.1 To the fullest extent permitted by law, the Subcontractor shall indemnify and hold harmless the Owner, Contractor, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorney's fees, arising out of or resulting from performance of the Subcontractor's Work under this Subcontract, provided that any such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property

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(other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Subcontractor, the Subcontractor's Sub-subcontractors, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this Section 4.6. The parties agree that $1,000.00 of the subcontract sum is in consideration of the Indemnification Agreement of the Subcontractor provided herein.

§ 4.6.2 In claims against any person or entity indemnified under this Section 4.6 by an employee of the Subcontractor, the Subcontractor's Sub-subcontractors, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under Section 4.6.1 shall not be limited by a limitation on the amount or type of damages, compensation or benefits payable by or for the Subcontractor or the Subcontractor's Sub-subcontractors under workers' compensation acts, disability benefit acts or other employee benefit acts.

§ 4.7 REMEDIES FOR NONPAYMENT

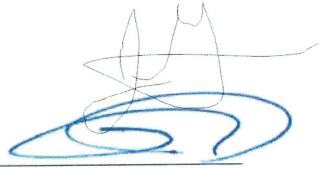
If the Contractor does not pay the Subcontractor through no fault of the Subcontractor, within seven days from the time payment should be made as provided in this Agreement, the Subcontractor may, without prejudice to any other available remedies, upon seven additional days' written notice to the Contractor, stop the Work of this Subcontract until payment of the amount owing has been received. The Subcontract Sum shall, by appropriate Modification, be increased by the amount of the Subcontractor's reasonable costs of demobilization, delay and remobilization.

ARTICLE 5 CHANGES IN THE WORK

§ 5.1 The Owner may make changes in the Work by issuing Modifications to the Prime Contract. Upon receipt of such a Modification issued subsequent to the execution of the Subcontract Agreement, the Contractor shall promptly notify the Subcontractor of the Modification. Unless otherwise directed by the Contractor, the Subcontractor shall not thereafter order materials or perform Work that would be inconsistent with the changes made by the Modification to the Prime Contract.

§ 5.2 The Subcontractor may be ordered in writing by the Contractor, without invalidating this Subcontract, to make changes in the Work within the general scope of this Subcontract consisting of additions, deletions or other revisions, including those required by Modifications to the Prime Contract issued subsequent to the execution of this Agreement, the Subcontract Sum and the Subcontract Time being adjusted accordingly. The Subcontractor, prior to the commencement of such changed or revised Work, shall submit promptly to the Contractor written copies of a claim for adjustment to the Subcontract Sum and Subcontract Time for such revised Work in a manner consistent with requirements of the Subcontract Documents.

§ 5.3 The Subcontractor shall make all claims promptly to the Contractor for additional cost, extensions of time and damages for delays or other causes in accordance with the Subcontract Documents. ~~A claim which will affect or become part of a claim which the Contractor is required to make under the Prime Contract within a specified time period or in a specified manner~~ No claim for extension of time, extra compensation, or damages by the Subcontractor against the Contractor for any reason whatsoever shall be valid unless presented in writing by the Subcontractor to the Contractor not later than the 10th day of the calendar month following that in which the claim originated. Any such claim shall be made in sufficient time to permit the Contractor to satisfy the requirements of the Prime ~~Contract. Such claims shall be received by the Contractor not less than two working days preceding~~ Contract even if such time is shorter than the required above. Any claim to be considered must be presented in writing to the Contractor no less than two (2) working days prior to the time by which the Contractor's claim ~~must~~ is to be made. Failure of the Subcontractor to make such a timely claim shall bind the Subcontractor to the same consequences as those to which the Contractor is bound.



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The Subcontractor shall not perform any extra work without a written change order. The Subcontractor shall submit for approval to the Contactor a complete breakdown of material, labor and equipment prior to performing any extra work. The breakdown shall include the following:

A. Material
B. Labor
C. Worker's Comp/Payroll Taxes
D. Sub-tier Subcontractor
E. Equipment & Other
F. Subtotal
G. Overhead & Profit (10%)
H. TOTAL CHANGE ORDER AMOUNT

The Subcontractor shall not be entitled to extra payment for services rendered or materials and equipment furnished unless such work is performed under a written change order from the Contractor. Subcontractor will perform the extra work upon written order of the Contractor and the price for such work shall be determined in the same manner as other disputes are determined hereunder.

ARTICLE 6 MEDIATION AND BINDING DISPUTE RESOLUTION

§ 6.1 MEDIATION

§ 6.1.1 Any claim arising out of or related to this Subcontract, except those waived in this Subcontract, shall be subject to mediation as a condition precedent to binding dispute resolution.

§ 6.1.2 The parties shall endeavor to resolve their claims by mediation which, unless the parties mutually agree otherwise, shall be ~~administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to this Subcontract and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of binding dispute resolution proceedings but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration is stayed pursuant to this Section, the parties may nonetheless proceed to the selection of the arbitrators(s) and agree upon a schedule for later proceedings.~~ in accordance with the Florida Rules of Civil Procedure for civil cases in Florida using a mediator familiar with the resolution of construction disputes. If the parties are unable to agree on a mediator, either party may apply to the Circuit Court in and for the county where the project is located (or where the contract was entered), for the appointment of a mediator. A good faith effort by the parties to resolve any such dispute by mediation shall be a condition precedent to any litigation relating to the dispute. If any dispute cannot be resolved by mediation after a good faith effort by both parties, it shall be resolved by a Court of Competent jurisdiction pursuant to the Laws of the State of Florida.

§ 6.1.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 6.2 BINDING DISPUTE RESOLUTION

~~For any claim subject to, but not resolved by mediation pursuant to Section 6.1, the method of binding dispute resolution shall be as follows:~~
~~*(Check the appropriate box. If the Contractor and Subcontractor do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, claims will be resolved by litigation in a court of competent jurisdiction.)*~~

~~[ ] Arbitration pursuant to Section 6.3 of this Agreement~~

~~[ ] Litigation in a court of competent jurisdiction~~

~~[ ] Other: *(Specify)*~~

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§ 6.3 ARBITRATION

§ 6.3.1 ~~If the Contractor and Subcontractor have selected arbitration as the method of binding dispute resolution in Section 6.2, any claim subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of the Agreement. A demand for arbitration shall be made in writing, delivered to the other party to the Subcontract, and filed with the person or entity administering the arbitration. The party filing a notice of demand for arbitration must assert in the demand all claims then known to that party on which arbitration is permitted to be demanded.~~In the Event the Contractor is involved under the prime contract under any issue relating to any claim of the Subcontractor, the Contractor shall allow the Subcontractor to present the Subcontractor's case, as a representative of the Contractor, to

~~§ 6.3.2 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim.~~the arbitrator. The decision of

~~§ 6.3.3 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).~~any arbitrator which binds the

~~§ 6.3.4 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of a claim not described in the written consent.~~ Contractor shall likewise bind the

~~§ 6.3.5 The Contractor and Subcontractor grant to any person or entity made a party to an arbitration conducted under this Section 6.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Contractor and Subcontractor under this Agreement.~~ Subcontractor on that issue.

~~§ 6.3.6 This agreement to arbitrate and any other written agreement to arbitrate with an additional person or persons referred to herein shall be specifically enforceable under applicable law in any court having jurisdiction thereof. The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.~~

ARTICLE 7 TERMINATION, SUSPENSION OR ASSIGNMENT OF THE SUBCONTRACT

§ 7.1 TERMINATION BY THE SUBCONTRACTOR

The Subcontractor may terminate the Subcontract for the same reasons and under the same circumstances and procedures with respect to the Contractor as the Contractor may terminate with respect to the Owner under the Prime Contract, or for nonpayment of amounts due under this Subcontract for 60 days or longer. In the event of such termination by the Subcontractor for any reason which is not the fault of the Subcontractor, Sub-subcontractors or their agents or employees or other persons performing portions of the Work under contract with the Subcontractor, the Subcontractor shall be entitled to recover from the Contractor payment for Work executed and for proven loss with respect to materials, equipment, tools, and construction equipment and machinery, including reasonable overhead, profit and damages.

§ 7.2 TERMINATION BY THE CONTRACTOR

§ 7.2.1 If the Subcontractor ~~repeatedly~~ fails or neglects to carry out the Work in accordance with the Subcontract Documents or otherwise to perform in accordance with this Subcontract and fails within a ~~ten-day~~ three day period after receipt of written notice to commence and continue correction of such default or neglect with diligence and promptness, the Contractor may, ~~by written notice to the Subcontractor and without prejudice to any other remedy the Contractor may have,~~ terminate the Subcontract and finish the Subcontractor's Work by whatever method the Contractor may deem expedient. If the unpaid balance of the Subcontract Sum exceeds the expense of finishing the

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Subcontractor's Work and other damages incurred by the Contractor and not expressly waived, such excess shall be paid to the Subcontractor. If such expense and damages exceed such unpaid balance, the Subcontractor shall pay the difference to the Contractor.

§ 7.2.2 If the Owner terminates the ~~Prime~~ Contract for the Owner's convenience, the Contractor shall promptly deliver written notice to the Subcontractor.

§ 7.2.3 Upon receipt of written notice of termination, the Subcontractor shall

.1 cease operations as directed by the Contractor in the notice;

.2 take actions necessary, or that the Contractor may direct, for the protection and preservation of the Work; and

.3 except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing Sub-subcontracts and purchase orders and enter into no further Sub-subcontracts and purchase orders.

§ 7.2.4 In case of such termination for the Owner's convenience, the Subcontractor shall be entitled to receive payment for Work executed, and costs incurred by reason of such termination, along with reasonable overhead and profit on the Work not executed.

§ 7.3 SUSPENSION BY THE CONTRACTOR FOR CONVENIENCE

§ 7.3.1 The Contractor may, without cause, order the Subcontractor in writing to suspend, delay or interrupt the Work of this Subcontract in whole or in part for such period of time as the Contractor may determine. In the event of suspension ordered by the Contractor, the Subcontractor shall be entitled to an equitable adjustment of the Subcontract Time and Subcontract Sum.

§ 7.3.2 An adjustment shall be made for increases in the Subcontract Time and Subcontract Sum, including profit on the increased cost of performance, caused by suspension, delay or interruption. No adjustment shall be made to the extent that

.1 performance is, was or would have been so suspended, delayed or interrupted by another cause for which the Subcontractor is responsible; or

.2 an equitable adjustment is made or denied under another provision of this Subcontract.

§ 7.4 ASSIGNMENT OF THE SUBCONTRACT

§ 7.4.1 In the event the Owner terminates the Prime Contract for cause, this Subcontract is assigned to the Owner pursuant to Section 5.4 of AIA Document A201–2007 provided the Owner accepts the assignment.

§ 7.4.2 Without the Contractor's written consent, the Subcontractor shall not assign the Work of this Subcontract, subcontract the whole of this Subcontract, or subcontract portions of this Subcontract.

§ 7.4.3 In such cases where Subcontractor assigns a portion of the contract or utilizes the services of a lower tier subcontractor as allowed in the compliance with Article 7.4.2 above, Subcontractor shall remain responsible for providing an authorized representative, employed directly by Subcontractor, to be on site at all times Subcontractor's Work is being performed. Representatives of third parties or lower tier subcontractors shall not satisfy this obligation nor the obligation set forth in Article 9.3. Should Subcontractor fail to provide proper representation and oversight, Contractor reserves the right to assess administrative and management fees against Subcontractor for management of Subcontractor's personnel and/or sub-subcontractors.

ARTICLE 8 THE WORK OF THIS SUBCONTRACT

The Subcontractor shall execute the following portion of the Work described in the Subcontract Documents, including all labor, materials, equipment, services and other items required to complete such portion of the Work, except to the extent specifically indicated in the Subcontract Documents to be the responsibility of others.
(Insert a precise description of the Work of this Subcontract, referring where appropriate to numbers of Drawings, sections of Specifications and pages of Addenda, Modifications and accepted alternates.)
Attachment A – Scope of Work dated 2/5/18 (10 pages)

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Subcontractor shall provide all labor, materials, equipment, submittals insurance, taxes, permits, supervision and freight to complete the project in a workman like manner in accordance with contract documents, local codes, and accepted practices, OSHA regulations, ANSI Specifications, Threshold Inspections, and Testing Agency requirements.

ARTICLE 9 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 9.1 Subcontract Time is the period of time, including authorized adjustments, allotted in the Subcontract Documents for Substantial Completion of the Work described in the Subcontract Documents. The Subcontractor's date of commencement is the date from which the Subcontract Time of Section 9.3 is measured; it shall be the date of this Agreement, as first written above, unless a different date is stated below or provision is made for the date to be fixed in a notice to proceed issued by the Contractor.

(Insert the date of commencement, if it differs from the date of this Agreement or, if applicable, state that the date will be fixed in a notice to proceed.)

Subcontractor shall provide to Contractor the proposed time required to complete each phase of the Subcontractor's work. These time frames along with other subcontractors' time frames and the Contractor's judgment will be used to compile a complete project schedule. Subcontractor will be provided with a copy of this schedule and thus Subcontractor shall adhere to the project schedule. If areas of the work can be accelerated, the Contractor will notify the Subcontractor in advance of the acceleration of the schedule. Time is of the essence and therefor the Subcontractor shall provide the necessary manpower to accommodate the schedule.

§ 9.2 Unless the date of commencement is established by a notice to proceed issued by the Contractor, or the Contractor has commenced visible Work at the site under the Prime Contract, the Subcontractor shall notify the Contractor in writing not less than five days before commencing the Subcontractor's Work to permit the timely filing of mortgages, mechanic's liens and other security interests.

§ 9.3 The Work of this Subcontract shall be substantially completed not later than as provided in project schedules as prepared by Contractor. The Subcontractor shall be required to attend job progress meetings as required by the Contractor for the purpose of providing input for short term schedules. The Subcontractor's site representative shall be required to attend these meetings and at the Contractor's discretion, the person who signs this agreement shall be required to attend as well.

(Insert the calendar date or number of calendar days after the Subcontractor's date of commencement. Also insert any requirements for earlier substantial completion of certain portions of the Subcontractor's Work, if not stated elsewhere in the Subcontract Documents.)

Portion of Work	Substantial Completion Date

, subject to adjustments of this Subcontract Time as provided in the Subcontract Documents.

(Insert provisions, if any, for liquidated damages relating to failure to complete on time.)

§ 9.4 With respect to the obligations of both the Contractor and the Subcontractor, time is of the essence of this Subcontract.

§ 9.5 No extension of time will be valid without the Contractor's written consent after claim made by the Subcontractor in accordance with Section 5.3.

ARTICLE 10 SUBCONTRACT SUM

§ 10.1 The Contractor shall pay the Subcontractor in current funds for performance of the Subcontract the Subcontract Sum of One Million One Hundred Ninety-eight Thousand Nine Hundred Five Dollars and Zero Cents ($ 1,198,905.00), subject to additions and deductions as provided in the Subcontract Documents.

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§ 10.1.2 Sales Tax, Permits, etc. for the Subcontract Work are Subcontractor's responsibility and are to be included in the Subcontract Price.

§ 10.2 The Subcontract Sum is based upon the following alternates, if any, which are described in the Subcontract Documents and have been accepted by the Owner and the Contractor:
(Insert the numbers or other identification of accepted alternates.)

None

§ 10.3 Unit prices, if any: None
(Identify and state the unit price, and state the quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price Per Unit ($0.00)

§ 10.4 Allowances included in the Subcontract Sum, if any: None
(Identify allowance and state exclusions, if any, from the allowance price.)

Item	Price

ARTICLE 11 PROGRESS PAYMENTS

§ 11.1 Based upon applications for payment submitted to the Contractor by the Subcontractor, corresponding to applications for payment submitted by the Contractor to the Architect, and certificates for payment issued by the Architect, the Contractor shall make progress payments on account of the Subcontract Sum to the Subcontractor as provided below and elsewhere in the Subcontract Documents. Unless the Contractor provides the Owner with a payment bond in the full penal sum of the Contract Sum, payments received by the Contractor and Subcontractor for Work properly performed by their contractors and suppliers shall be held by the Contractor and Subcontractor for those contractors or suppliers who performed Work or furnished materials, or both, under contract with the Contractor or Subcontractor for which payment was made to the Contractor by the Owner or to the Subcontractor by the Contractor, as applicable. Nothing contained herein shall require money to be placed in a separate account and not commingled with money of the Contractor or Subcontractor, shall create any fiduciary liability or tort liability on the part of the Contractor or Subcontractor for breach of trust or shall entitle any person or entity to an award of punitive damages against the Contractor or Subcontractor for breach of the requirements of this provision.

§ 11.2 The period covered by each application for payment shall be one calendar month ending on the last day of the month, or as follows:

§ 11.3 Provided an application for payment is received by the Contractor not later than the 23rd day of a month, the Contractor shall include the Subcontractor's Work covered by that application in the next application for payment which the Contractor is entitled to submit to the Architect. The Contractor shall pay the Subcontractor each progress payment no later than seven working days after the Contractor receives payment from the Owner. If the Architect does not issue a certificate for payment or the Contractor does not receive payment for any cause which is not the fault of the Subcontractor, the Contractor shall pay the Subcontractor, on demand, a progress payment computed as provided in Sections 11.7, 11.8 and 11.9.

§ 11.3.1 Subcontractor shall provide Partial Releases of Lien, current through the close of the previous billing period, from all those providing labor, services or materials by, through or under Subcontractor, at any tier, are to be submitted with the Application of Payment. Subcontractor's Partial Release of Lien shall be currently through the close of the current Pay Period to which the Application for Payment applies. It will be left up to the discretion of the Contractor if joint check will be issued.

§ 11.3.2 The Contractor shall have the right at all times to contact the Subcontractor's subcontractors and suppliers

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to ensure that the same are being paid promptly by the Subcontractor for labor or materials furnished for use in performing the Subcontractor's Work.

§ 11.4 If the Subcontractor's application for payment is received by the Contractor after the application date fixed above, the Subcontractor's Work covered by it shall be included by the Contractor in the next application for payment submitted to the Architect.

APPLICATIONS RECEIVED INCOMPLETE OR AFTER THE DUE DATE WILL BE RETURNED UNPAID.

§ 11.5 The Subcontractor shall submit to the Contractor a schedule of values prior to submitting the Subcontractor's first Application for Payment. Each subsequent application for payment shall be based upon the most recent schedule of values submitted by the Subcontractor in accordance with the Subcontract Documents. The schedule of values shall allocate the entire Subcontract Sum among the various portions of the Subcontractor's Work and be prepared in such form and supported by such data to substantiate its accuracy as the Contractor may require. This schedule, unless objected to by the Contractor, shall be used as a basis for reviewing the Subcontractor's applications for payment.

§ 11.6 Applications for payment submitted by the Subcontractor shall indicate the percentage of completion of each portion of the Subcontractor's Work as of the end of the period covered by the application for payment.

§ 11.7 Subject to the provisions of the Subcontract Documents, the amount of each progress payment shall be computed as set forth in the sections below.

§ 11.7.1 Take that portion of the Subcontract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Subcontractor's Work by the share of the total Subcontract Sum allocated to that portion of the Subcontractor's Work in the schedule of values, less that percentage actually retained, if any, from payments to the Contractor on account of the Work of the Subcontractor. Pending final determination of cost to the Contractor of changes in the Work that have been properly authorized by the Contractor, amounts not in dispute shall be included to the same extent provided in the Prime Contract, even though the Subcontract Sum has not yet been adjusted;

§ 11.7.2 Add that portion of the Subcontract Sum properly allocable to materials and equipment delivered and suitably stored at the site by the Subcontractor for subsequent incorporation in the Subcontractor's Work or, if approved by the Contractor, suitably stored off the site at a location agreed upon in writing, less the same percentage retainage required by the Prime Contract to be applied to such materials and equipment in the Contractor's application for payment;

§ 11.7.3 Subtract the aggregate of previous payments made by the Contractor; and

§ 11.7.4 Subtract amounts, if any, calculated under Section 11.7.1 or 11.7.2 that are related to Work of the Subcontractor for which the Architect has withheld or nullified, in whole or in part, a certificate of payment for a cause that is the fault of the Subcontractor.

§ 11.8 Upon the partial or entire disapproval by the Contractor of the Subcontractor's application for payment, the Contractor shall provide written notice to the Subcontractor. When the basis for the disapproval has been remedied, the Subcontractor shall be paid the amounts withheld.

§ 11.9 SUBSTANTIAL COMPLETION

When the Subcontractor's Work or a designated portion thereof is substantially complete and in accordance with the requirements of the Prime Contract, the Contractor shall, upon application by the Subcontractor, make prompt application for payment for such Work. Within 30 days following issuance by the Architect of the certificate for payment covering such substantially completed Work, the Contractor shall, to the full extent allowed in the Prime Contract, make payment to the Subcontractor, deducting any portion of the funds for the Subcontractor's Work withheld in accordance with the certificate to cover costs of items to be completed or corrected by the Subcontractor. Such payment to the Subcontractor shall be the entire unpaid balance of the Subcontract Sum if a full release of

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retainage is allowed under the Prime Contract for the Subcontractor's Work prior to the completion of the entire Project. If the Prime Contract does not allow for a full release of retainage, then such payment shall be an amount which, when added to previous payments to the Subcontractor, will reduce the retainage on the Subcontractor's substantially completed Work to the same percentage of retainage as that on the Contractor's Work covered by the certificate.

ARTICLE 12 FINAL PAYMENT

§ 12.1 Final payment, constituting the entire unpaid balance of the Subcontract Sum, shall be made by the Contractor to the Subcontractor when the Subcontractor's Work is fully performed in accordance with the requirements of the Subcontract Documents, the Architect has issued a certificate for payment covering the Subcontractor's completed Work and the Contractor has received payment from the Owner. If, for any cause which is not the fault of the Subcontractor, a certificate for payment is not issued or the Contractor does not receive timely payment or does not pay the Subcontractor within seven days after receipt of payment from the Owner, final payment to the Subcontractor shall be made upon demand.
(Insert provisions for earlier final payment to the Subcontractor, if applicable.)

§ 12.2 Before issuance of the final payment, the Subcontractor, if required, shall submit evidence satisfactory to the Contractor that all payrolls, bills for materials and equipment, and all known indebtedness connected with the Subcontractor's Work have been satisfied. Acceptance of final payment by the Subcontractor shall constitute a waiver of claims by the Subcontractor, except those previously made in writing and identified by the Subcontractor as unsettled at the time of final application for payment.

ARTICLE 13 INSURANCE AND BONDS

§ 13.1 ~~The Subcontractor shall purchase and maintain insurance of the following types of coverage and limits of liability as will protect the Subcontractor from claims that may arise out of, or result from, the Subcontractor's operations and completed operations under the Subcontract:~~Subcontractor agrees to have and maintain the policies outlined in "Attachment D" entitled "INSURANCE REQUIREMENTS," which is attached hereto and incorporated herein. All policies, endorsements, certificates, and/or binders shall be subject to approval by ReliantSouth Construction Group, Inc. as to form and content. These requirements are subject to amendment or waiver only if so approved in writing by ReliantSouth Construction Group, Inc. A lapse in any required insurance coverage under this Agreement shall be a breach of this Agreement.

Type of insurance or bond	Limit of liability or bond amount ($0.00)

§ 13.1.1 Undocumented workers – Using illegal or undocumented workers on any ReliantSouth Construction Group project will not be tolerated. We expect your firm to verify that your employee's name matches the social security number that they provide at the following website www.ssa.gov/bso/ and to take whatever precautions necessary to insure strict compliance with all applicable laws. Failure to comply with this requirement will impact the timeliness of payments to the subcontractor and can be automatic grounds for termination at ReliantSouth Construction Group's sole option.

As proof of enrollment, the Subcontractor may be asked to provide the Prime Contractor a copy of it's **'Edit Company Profile'** page, which can be printed directly from E-Verify. This page contains proof of enrollment in E-Verify.

§ 13.2 Coverages, whether written on an occurrence or claims-made basis, shall be maintained without interruption from the date of commencement of the Subcontractor's Work until the date of final payment and termination of any coverage required to be maintained after final payment to the Subcontractor, and, with respect to the Subcontractor's completed operations coverage, until the expiration of the period for correction of Work or for such other period for maintenance of completed operations coverage as specified in the Prime Contract.

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§ 13.3 Certificates of insurance acceptable to the Contractor shall be filed with the Contractor prior to commencement of the Subcontractor's Work. These certificates and the insurance policies required by this Article 13 shall contain a provision that coverages afforded under the policies will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Contractor. If any of the foregoing insurance coverages are required to remain in force after final payment and are reasonably available, an additional certificate evidencing continuation of such coverage shall be submitted with the final application for payment as required in Article 12. If any information concerning reduction of coverage is not furnished by the insurer, it shall be furnished by the Subcontractor with reasonable promptness according to the Subcontractor's information and belief. If Subcontractor fails to maintain insurance, the Contractor may (at it's sole option) terminate the subcontractor or place such insurance and deduct cost, fees, and related expenses from Subcontractor's pay request.

§ 13.4 The Subcontractor shall cause the commercial liability coverage required by the Subcontract Documents to include: (1) the ~~Contractor, the Owner, the Architect and the Architect's consultants~~ Contractor as additional insureds for claims caused in whole or in part by the Subcontractor's negligent acts or omissions during the Subcontractor's operations; and (2) the Contractor as an additional insured for claims caused in whole or in part by the Subcontractor's negligent acts or omissions during the Subcontractor's completed operations.

§ 13.5 The Contractor shall furnish to the Subcontractor satisfactory evidence of insurance required of the Contractor under the Prime Contract.

§ 13.6 The Contractor shall promptly, upon request of the Subcontractor, furnish a copy or permit a copy to be made of any bond covering payment of obligations arising under the Subcontract.

§ 13.7 Performance Bond and Payment Bond: N/A

(If the Subcontractor is to furnish bonds, insert the specific requirements here.)

Bond type	Bond amount ($0.00)	Bond delivery date	Bond form

§ 13.8 PROPERTY INSURANCE

§ 13.8.1 When requested in writing, the Contractor shall provide the Subcontractor with copies of the property and equipment policies in effect for the Project. The Contractor shall notify the Subcontractor if the required property insurance policies are not in effect.

§ 13.8.2 If the required property insurance is not in effect for the full value of the Subcontractor's Work, then the Subcontractor shall purchase insurance for the value of the Subcontractor's Work, and the Subcontractor shall be reimbursed for the cost of the insurance by an adjustment in the Subcontract Sum.

§ 13.8.3 Property insurance for the Subcontractor's materials and equipment required for the Subcontractor's Work, stored off site or in transit and not covered by the Project property insurance, shall be paid for through the application for payment process.

§ 13.9 WAIVERS OF SUBROGATION

The Contractor and Subcontractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents and employees, each of the other, and (2) the Owner, the Architect, the Architect's consultants, separate contractors, and any of their subcontractors, sub-subcontractors, agents and employees for damages caused by fire or other causes of loss to the extent covered by property insurance provided under the Prime Contract or other property insurance applicable to the Work, except such rights as they may have to proceeds of such insurance held by the Owner as a fiduciary. The Subcontractor shall require of the Subcontractor's Sub-subcontractors, agents and employees, by appropriate agreements, written where legally required for validity, similar waivers in favor of the parties enumerated herein. The policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.

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ARTICLE 14 TEMPORARY FACILITIES AND WORKING CONDITIONS

§ 14.1 The Contractor shall furnish and make available at no cost to the Subcontractor the Contractor's temporary facilities, equipment and services, except as noted below:

Temporary Facility, Equipment or Service	Cost, if any ($0.00)

§ 14.2 Specific working conditions:
(Insert any applicable arrangements concerning working conditions and labor matters for the Project.)

The jobsite dress code as directed by our insurance carrier to promote safety is as follows:

1. Long Pants (no shorts or cutoffs)
2. Sleeved Shirts (no tank tops)
3. Work Boots (no open toed shoes)
4. Hard Hats
5. Subcontractor will reimburse ReliantSouth Construction Group, Inc. for any OSHA fines assessed due to Subcontractor's failure to follow OSHA regulations.
6. Subcontractor bears all responsibility to assure that there are no undocumented workers working on his behalf on this Project.
7. Subcontractor acknowledges that OSHA requires that any forklift operator be certified and will ensure that his forces will be in compliance with this requirement.
8. Provide ReliantSouth Construction Group a copy of any material data sheets (MSDS) for all products that your firm will be utilizing on this construction.
9. Subcontractor agrees to provide a superintendent who speaks and understands English, and maintain at least one other responsible person who speaks and Understands English on the project during all working hours.

ARTICLE 15 MISCELLANEOUS PROVISIONS

§ 15.1 Where reference is made in this Subcontract to a provision of another Subcontract Document, the reference refers to that provision as amended or supplemented by other provisions of the Subcontract Documents.

§ 15.2 Payments due and unpaid under this Subcontract shall bear interest from the date payment is due at such rate as the parties may agree upon in writing or, in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.
(Insert rate of interest agreed upon, if any.)

6 % Six Percent

§ 15.3 Retainage and any reduction thereto are as follows:

10% retainage will be held on all progress payments.

§ 15.3.1 Personnel of the Subcontractor and his subcontractors shall confine themselves strictly to areas within the building site that is directly associated with work under this contract. Vehicle Parking for construction personnel must be confined to construction site parking.

§ 15.3.2 Subcontractor shall be responsible for laying out and coordinating penetrations required for subcontractor's work in partitions and walls. Responsibility includes opening, layout and sizes, installation of sleeves where required, and field verification of opening sizes and locations.

§ 15.3.3 Subcontractor shall be responsible for fire sealing all locations where Subcontractor's work penetrates rated floor, wall or ceiling assemblies.

Init.
/

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User Notes:

(3B9ADA27)

§ 15.3.6 Subcontractor agrees and understands subcontract amount as it relates to material pricing shall remain valid through the completion of the contract.

§ 15.4 The Contractor and Subcontractor waive claims against each other for consequential damages arising out of or relating to this Subcontract, including without limitation, any consequential damages due to either party's termination in accordance with Article 7.

ARTICLE 16 ENUMERATION OF SUBCONTRACT DOCUMENTS

§ 16.1 The Subcontract Documents, except for Modifications issued after execution of this Subcontract, are enumerated in the sections below.

Attachment "B"- Specifications Dated 12/8/17 (4 pages)
Attachment "C" – Drawing Log Dated 11/17/17 (3 pages)

By executing this contract subcontractor represents that subcontractor has received and reviewed all of the documents which make up this subcontract, including the prime contract between the owner and ReliantSouth Construction Group, Inc., all documents made a part of that contract, this subcontract, the plans, specifications, addendums, and any other documents made a part of this contract. Subcontractor is responsible for bringing to the Contractor's attention any and all conflicts in the contract documents immediately upon discovery. If specifications and plans are not in agreement, then the most strenuous shall apply, unless otherwise agreed to in writing by the parties.

§ 16.1.1 This executed AIA Document A401–2007, Standard Form of Agreement Between Contractor and Subcontractor.

§ 16.1.2 The Prime Contract, consisting of the Agreement between the Owner and Contractor dated as first entered above and the other Contract Documents enumerated in the Owner-Contractor Agreement.

§ 16.1.3 The following Modifications to the Prime Contract, if any, issued subsequent to the execution of the Owner-Contractor Agreement but prior to the execution of this Agreement:

Modification	Date

§ 16.1.4 Additional Documents, if any, forming part of the Subcontract Documents:

.1 AIA Document E201™–2007, Digital Data Protocol Exhibit, if completed by the parties, or the following:

.2 Other documents:
(List here any additional documents that are intended to form part of the Subcontract Documents. Requests for proposal and the Subcontractor's bid or proposal should be listed here only if intended to be made part of the Subcontract Documents.)

Subcontractor agrees to complete the attached Safety Plan Outline and return to the ReliantSouth Construction Group Project Manager **prior** to commencement of construction.

Attachment "A" - Scope of Work
Attachment "B" - Specifications
Attachment "C" – Drawing Log

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User Notes:
(3B9ADA27)

Attachment "D" – Certificate of Insurance

This Agreement entered into as of the day and year first written above.

CONTRACTOR*(Signature)*

Richard Dodd, President
(Printed name and title)

Justin Gorman

Digitally signed by Justin Gorman
DN: cn=Justin Gorman, o=RJ Gorman Marine Construction LLC, ou, email=justin@rjgormanmarine.com, c=US
Date: 2018.02.23 10:09:48 -06'00'

SUBCONTRACTOR*(Signature)*

Justin Gorman, Managing Member
(Printed name and title)

Init.
/

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User Notes:
(3B9ADA27)

Attachment A

Captain Leonard Destin Park
Destin, Florida

2/5/18

RJ Gorman Marine Construction LLC
8317 Front Beach Road, suite 8C
Panama City Beach, Florida 32407
(850) 769-7747

All work relative to the project is identified on plans and specifications as prepared by Wood+Partners Inc. The following describes the work in the Item Scopes of Work as designated by the General Contractor. Each Subcontractor shall cooperate and coordinate with all other Trade Subcontractors for expedient completion of the work of this project.

Item Scopes of Work are determined by the work described in the technical specification sections designated for that particular Work Category.

The following **GENERAL PROVISIONS** form a part of each Item Scope of Work and **apply to each Subcontractor's Scope of Work.** These Bid Package documents have been prepared for the purpose of a contract award to qualified Subcontractors. The Subcontractor shall review the Item Scopes of Work documents and immediately advise the General Contractor of any adverse factors that might affect the execution of the contract work. The Subcontractor will, if no objections are noted, agree to incorporate in to his contract and coordinate his work with the requirement of all subsequent documents.

1. All work is to comply with the rules and regulations of governing bodies having jurisdiction. The work shall be performed by skilled experienced tradesmen. Certificates as required for welding and other certified trades must be submitted to the General Contractor before work commences.

2. Subcontractor shall examine the conditions under which the work is to be installed and notify the General Contractor in writing of any discrepancies or conditions detrimental to proper performance of the work. This Subcontractor is not to proceed until the required corrections are accomplished.

3. Provide and maintain an effective safety program and Hazard Communication Program and conform to Federal, State, and Local Safety Codes. A Subcontractor may adopt the General Contractor's safety program only in its entirety.

4. Each Subcontractor is responsible to review the site and be familiar with all existing conditions within and around the site including local conditions and requirements.

5. Where new work connects with existing, do all necessary cutting and fitting required to make a satisfactory connection with the work to be performed under these Sections so as to leave the entire work in a finished and workman-like condition. Furnish all labor and material to this end, whether or not shown or specified. All measurements must be field verified.

6. Each Subcontractor shall at all times maintain a clean and safe passageway for the Owner, personnel and staff in all areas.

7. Furnish approved copies of shop drawings and technical data to other Subcontractors designated by the General Contractor for the purpose of coordination of this work. All shop drawings shall have complete installation and maintenance information provided for each piece of equipment installed or furnished.

8. Each Subcontractor shall field verify dimensions, materials and conditions, interface same as detailed, and coordinate with work of other trades. Provide all layout, lines and grades for this Subcontractor's work.

9. Project benchmarks, control lines, and elevations shall be provided by others as outlined in Section 7 of the Special Conditions. Each Subcontractor is responsible for all detailed layout from the indicated benchmark and control points required for proper locations and coordination of work described in Item Scope of Work.

10. All Subcontractors are to coordinate all work with the work of other trades through the General Contractor for proper function and sequence to avoid construction delays.

11. Work must be scheduled and performed to minimize damage and/or disturbances to the adjacent properties.

12. All Subcontractors will be responsible for control of dust generated by their operation (sweeping compound) and will be responsible for daily area clean up.

13. This Subcontractor shall provide all applicable MSDS sheets to the General Contractor.

14. Hard hats and proper dress (shirts with sleeves, long pants, work boots) will be required on the project.

15. Each Subcontractor shall provide for their employees all personal protective equipment as necessary for performing their work (i.e., safety glass, hearing protection, dust masks, safety harnesses, etc.)

16. Any worker, company employee or representative, delivery personnel or visitor failing to comply with the standard safety policies and procedures will be removed from the job site immediately.

17. Complete submittals must be provided as enumerated in applicable specifications sections, including shop drawings to be submitted within 10 days of executing the Contract or receipt of Contract plans and specifications (earlier if required for immediate field construction). Submittals must be identified by specification section, page and paragraph.

18. Submit within 10 days of receipt of the Contract a detailed schedule of values, which include Owner Direct Purchases for approval by the General Contractor's Project Manager, for billing purposes.

19. Subcontractor weekly meeting attendance is mandatory unless prior arrangements are otherwise made with the Project Manager. Additional meetings may be required for Subcontractors to attend for specific coordination. Field foreman, job superintendent or person having authority to make field decisions will be required to attend these meetings.

20. The Subcontractor's Foreman/Superintendent shall show proof of employment with the Subcontractor and shall be on site at all times when work is being performed. This person must have prior proof of Foreman/Superintendent experience and shall be authorized to act on behalf of the Subcontractor. Subcontractors will not be allowed to assign Foreman/Superintendent responsibilities to a lower tier Subcontractor.

21. Subcontractor daily reports shall be submitted to General Contractor's field office each day of work performed the previous day. As built drawings will be updated weekly by every Subcontractor on a full size set of drawings located in the General Contractors trailer. Failure to submit job logs and as-built drawings will delay progress payments.

22. Normal working hours shall be Monday through Sunday from 6:30 AM until 5:00PM. Any work beyond these hours must have prior approval, 24 hours in advance, by the General Contractor's Project Manager or Superintendent. The following holidays will be observed: New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving and Christmas.

23. Subcontractor shall include provisions for multiple trips to Project site to complete their scope of work.

24. The Subcontractor shall provide proper protection of adjacent (finished) surfaces from damage from work being performed under this Contract.

25. Electrical subcontractor will arrange for the installation and maintenance of the temporary power system for the construction areas. Extensions of the power system from these locations will be the responsibility of each Subcontractor.

26. Temporary power for a Subcontractor's field office will be the responsibility of the Subcontractor including all secondary poles, hookups, metering fees and consumption costs.

27. Electrical subcontractor will arrange for the installation and maintenance of the temporary lighting system for the construction areas. The temporary lighting system will be installed to meet OSHA standards. If a Subcontractor requires lighting above OSHA standards, the additional lighting will be the responsibility of the Subcontractor.

28. The General Contractor will provide and pay for the temporary toilet facilities in the construction area only. If a Subcontractor sets up a field trailer at the jobsite, any temporary toilet facilities for the field trailer will be the responsibility of that Subcontractor.

29. All Subcontractors must provide drinking water for their own employees.

30. Temporary storage facilities will be the responsibility of each Subcontractor. No material shall be stored within the buildings unless coordinated and approved by the General Contractor's Project Superintendent. If material is allowed to be stored within the building, material must be installed within 2 weeks of delivery so as not to unduly hamper the construction schedule.

31. Each Subcontractor shall submit to the General Contractor for approval all facilities, storage, parking, and staging areas prior to Subcontractor mobilization.

32. Provide a minimum of 5 copies of all close out documentation as required by the Contract Documents.

33. All work is subject to final inspection and acceptance by the Owner, Architect, and General Contractor.

34. Contract amounts shall include all applicable taxes, freight, shipping, insurance to the jobsite, including unloading, inventory, storage, protection, distribution, and installation.

35. Contract amounts and work scope shall include adherence to all OSHA requirements and Trench Safety requirements.

36. Contract amount shall include costs for all hoisting required to deliver materials to elevated locations and for scaffolding required for the Subcontractor's work. Elevators will not be provided for Subcontractor's use.

37. Contract amounts and work scope shall include the following:
    A. All ADA Requirements.
    B. All work shall conform to the quality control standards as outlined by the Contract Documents as well as the manufacturer's product specifications and product requirements.
    C. All coordination and sequencing of installation with the other trades and building components.
    D. All layout and field measuring for respective scope of work. Control layout by GC.
    E. All warranties, guaranties, service and maintenance inspections as per the documents.
    F. Notice of requirements for affirmative action.

38. Subcontractor shall provide after-hours emergency phone numbers for all key personnel.

39. Subcontractor providing a proposal for their respective scope of work, they acknowledge that it will performed in accordance with all contractual conditions as outlined in these general provisions, the bid item scope of work for a specific bid package, the schedule, the insurance requirements and ReliantSouth Construction Group's standard form subcontract agreement.

40. Subcontractor is required to provide Florida product approval certificates as required by building department, if applicable.

41. All trades will be required to increase and maintain manpower sufficient to maintain the General Contractor's construction schedule.

42. All Subcontractors will coordinate placement of their work in advance in order to avoid conflicts with the work of other trades.

43. Drug screening is required for all personnel on-site

End of General Provisions

Description of Work: Docks, Boardwalks, and Wood Frame Construction

Subcontractor shall be responsible for layout and completion of all work associated with docks, boardwalks, and all wood frame construction.

The items in this agreement include but are not limited to providing all labor and material for the following:

a. Demolition of existing dock and pilings, debris disposed of in a legal manner.
b. Type II floating turbidity barrier – supply, installation, maintenance, final removal and disposal
c. Kayak Launch
d. Wood Pier
e. Seine Boat
f. Kiosk Structure
g. Heron Rookery Boardwalk
h. Wood entry gate
i. Vehicular entry signage structure
j. Pedestrian entry signage structure
k. Boardwalk
l. Boardwalk Platforms
m. Picnic pavilions (2)
n. Wood framing for the restroom structure
o. Steel sheet piling wall
p. Playground wood barrier fence
q. Wood Frame Carpentry
r. Roof decking and sheathing
s. Fasteners and structural hardware to be stainless steel,
t. Tools and hoisting equipment required to perform and complete the work in accordance with the Plans and Specifications (Contract Document Log Attached).
u. Vibration impact mitigation as required by the City of Destin, Florida.
v. Dust control as required by the City of Destin, Florida
w. All Cypress to be #2 or better
x. Subcontractor is responsible for accurate layout of their work.

Items excluded from the Subcontractor's scope are as follows:

a. Concrete, gravel or excavations
b. Supply of aluminum or urethane signage
c. Aluminum hand rails
d. Coatings
e. Roofing
f. Survey control points and FFE
g. Sheet pile cap
h. Playground log cluster by others

Demo of boardwalks

Total $1,198,905

RJ Gorman Marine Construction LLC
402 Bayshore Dr
Panama City Bch, FL 32407
850.769.7747
850.527.2601 (cell)
rjgormanmarine.com

Proposal

January 22, 2018

To: Reliant South

Project: Captain Leonard Destin Park

Prepared By: RJ Gorman

cc: File

Kayak Launch:

- Piles to be 8" tip 2.5 CCA, of varying lengths
  - 15' embedment
  - Includes pile wrap
- All framing to be marine grade per plans, 2.5 CCA
- All fasteners to be 316 SS per plans
- Decking to be 2x6" Cypress, per addendum
  - Hidden deck screws
- Railing to match specs per plans
  - 1" Edge rope and 3/8" 3 strand knotted diamond rope
  - Does not include aluminum ADA hand rail
- Price includes stairs
- Price includes kayak slide
  - Includes all associated brackets and carpet
- Price includes (2) 8" SS deck cleats

Wood Pier:

- Piles to be 8" tip 2.5 CCA, of varying lengths
  - 15' embedment
  - Includes pile wrap
- All framing to be marine grade per plans, 2.5 CCA
- All fasteners to be 316 SS per plans
- Decking to be 2x6" Cypress, per addendum
  - Hidden deck screws
- Railing to match specs per plans
  - 1" Edge rope and 3/8" 3 strand knotted diamond rope

    - Does not include aluminum ADA hand rail
- Price includes cross bracing and knee bracing

Seine Boat:

- 6x6 PT posts used for structural support
- 6x6 #2 Cypress used for architectural posts
- All framing to be marine grade per plans, 2.5 CCA
- All fasteners to be 316 SS per plans
- 3x8 radial glulam beams and trellis included
- 2x6 Cypress decking
    - Hidden deck screws
- 2" manila rope included
- Includes no climbing sign

Kiosk:

- 6x6 #2 Cypress posts
- 316 SS post bracket for roof beam
- 2x6 Cypress roof beams
- All fasteners to be 316 SS per plans
- 2x3 PT rafters fastened with SDS wood screws

Heron Rookery:

- 6x6 PT posts
    - Price does not include excavations, base, rebar, concrete or Titen screws
- All framing to be marine grade per plans, 2.5 CCA
- All fasteners to be 316 SS per plans
- 2x4 Cypress kick rail
- 2x6" Cypress decking
    - Hidden deck screws

Playground Piling Cluster:

- REMOVED FROM RJG SCOPE

Wood Entry Gate:

- PT post wrapping and side boards
- Price does not include any steel or foundation work

Vehicular Entry Sign:

- 6x6 Cypress posts
- 3/8" 316 SS stirrup
- 316 SS fasteners
- 3x6 PT boards

Pedestrian Entry:

- 6x6 Cypress posts
- 2x6 and 3x6 PT lumber
- Copper preservative to be rolled or painted on
    - Cannot be dip soaked

Splash Pad, Park Map, (4) Interpretive Signs, (2) Handicap posts, (1) No Climbing:

- 4x4 Cypress posts

Boardwalk:

- Piles to be 8" tip 2.5 CCA, of varying lengths
  - 15' embedment
  - No pile wrap
- All framing to be marine grade per plans, 2.5 CCA
  - 30# felt
- All fasteners to be 316 SS per plans
- Decking to be 2x6" Cypress, per plans
  - Hidden deck screws
- Railing to match specs per plans
  - 1" Edge rope and 3/8" 3 strand knotted diamond rope
  - Kick rail on one side
  - Does not include aluminum ADA hand rail
- Includes 5/4x4 PT cladding
- Price includes beachside stairs

SWPP:

- Price includes Type II turbidity barrier

Demo:

- Demo dock ONLY as specified on plans
- Demo 66 wall feet of existing seawall
- Price includes disposal

(2) Picnic Pavilions:

- 8x12, 8x8 and 4x8 structural posts
- 12x12 top beams
- 8x12 rafters
- 8x14 ridge beam
- 2x4 PT
- 3x6 PT T&G structural decking
- ¾" PT T&G wood sheathing
- Roof underlayment

Restroom:

- 4x4 posts and 2x6 horizontal boards around entry to restroom
- Includes wood and hanger materials needed for Trellis, fascia, beams, furring, outlookers, trim, top plate, etc.
- Includes PT trusses
- ¾" PT T&G sheeting
- H2.5 SS hurricane clips
- Simpson A35 clips
- Does not include any concrete, footer, base, grading, or lap siding
- Price is for wood materials and associated hangers and fasteners

Steel Sheet Pile Wall:

- 162 wall feet of Skyline PZ27 steel sheet piles
- 20' length
- Coated per FLDOT specs -

- Specs do not provide any details for a tie back or dead man system. As such prices on a tie back system, if so desired, have not been provided.
- Price does not include rip rap

Playground Wood Barrier Fence:

- 4x6 PT rails connected to 6x6 PT posts
- 6" tip round perimeter piles

Price: **$1,198,905.00**

Notes/Exclusions/Assumptions:

- **ALL CYPRESS TO BE #2 OR BETTER**
  - **No1 is not available for the 2x6 Cypress decking**
- **No concrete, excavations for concrete or base material/labor included**
- **Prices DO NOT include signs**
- **Price does not include aluminum pipe hand rails**
- **Price does not include any roofing**
- **Price does not include any sealant, paints, coatings, etc**
- **Layout and radius points for docks and boardwalk to be provided by Prime Contractor**
- **FFE of docks and boardwalk to be provided by Prime Contractor**
- **Piles located at or below MHW line to be installed using a 3" water jet pump**
- **Piles located above MHW to be installed using a vibratory hammer**
- **Price includes Type II turbidity barrier**

This proposal is based on information and/or specifications supplied for bidding and our interpretation of that information. Prices are subject to review and possible adjustment for any changes made that deviate from the outline given.

Customers Responsibility and other exceptions:

Owner is responsible for location of seawall/lift/dock and adjacent property issues
Owner is responsible for cost, if any, of permitting process as required by DEP, Army Corps of Engineers and county building permits

Prices assume that no obstructions are buried in the areas where the seawall/dock/pilings are designated. Additional costs may be incurred if we hit hidden objects that prevent correct placement of vinyl sheets, deadmen, tie rods, and pilings.

COSTING/ PAYMENT TERMS AND CONDITION

Prices are good for _ days and do not include any appropriate federal, state, and local taxes. After this period the pricing will be subject to review.

RJ Gorman Marine Construction LLC
~Second Generation Dock Builders~
850-769-7747

CHANGE POLICY

Change requests to this quote will be agreed to by both parties in writing. No changes shall be made to the scope of this project without the written authorization from the customer and RJ Gorman Marine Construction LLC.

INSURANCE

Workers Compensation and Liability Insurance certificates are available upon request

FUTURE CONSTRUCTION

RJ Gorman Marine Construction LLC is also available for any other marine construction needs. This includes sea walls, piling placement, boat houses, boat lifts, and any other like construction.

Justin Gorman _____

_____

_____

Florida Department of Environmental Protection

Northwest District
160 W. Government Street, Suite 308
Pensacola, Florida 32502-5740

Rick Scott
Governor

Carlos Lopez-Cantera
Lt. Governor

Noah Valenstein
Secretary

RECEIVED
SEP 07 2018
Building Division

Permittee/Authorized Entity:
Peter Fodor, Trust for Public Land
306 North Monroe Street
Tallahassee, Florida 32301
Pete.fodor@tpl.org

Captain Leonard Destin Park 0351277-001-EI/46

Authorized Agent:
Meghan Mick, Wood and Partners, Inc.
121 Miccosukee Road
Tallahassee, Florida 32308
mmick@woodandpartners.com

Environmental Resource Permit
State-owned Submerged Lands Authorization – Granted

U.S. Army Corps of Engineers Authorization – Separate Corps Authorization Required for seawall-riprap/ Granted for dock per State Programmatic General Permit

Okaloosa County
Permit No.: 0351277-001-EI/46

Permit Issuance Date: August 04, 2017
Permit Construction Phase Expiration Date: August 04, 2022

Consolidated Environmental Resource Permit and Sovereignty Submerged Lands Authorization

Permittee: Trust for Public Land, Pete Fodor
Permit No: 0351277-001-EI/46

PROJECT LOCATION

The activities authorized by this permit and sovereignty submerged lands authorization are located at 101 Calhoun Ave., parcel no. 002S220630000011A3, Destin, Florida 32541, in Section 00, Township 02 South, Range 22 West in Okaloosa County, at 30°23′52.73″ North Latitude, -86°30′48.03″ West Longitude.

PROJECT DESCRIPTION

The permittee is authorized to construct a public use park including parking areas, amenities, stormwater management facility, fishing pier, kayak launch, replacement of an existing seawall and rip rap, and the removal of an existing docking structure and access steps. The total project area comprises of 3.32 acres having 1.06 acres of impervious area and 2.26 acres of pervious area with a treatment volume of 12,040 cubic feet. The project includes the construction of a 7-foot by 122-foot access pier with railings and a 10-foot by 35-foot terminal platform; the kayak launch will consist of a 3.5-foot by 22.5-foot gangway, a 2.5-foot by 10.5-foot launch and a 10-foot by 11-foot access platform. The construction activities include the removal of approximately 65-linear foot of the existing wooden seawall and the addition of approximately 128 cubic yards of rip rap for a total area of 1736 square feet, for a total footprint of 2931-square feet. The rip rap is not to extend further than 10-feet waterward of the existing MHWL. The project is located along Choctawhatchee Bay, a Class II Florida Waterbody, Shellfish Prohibited Harvesting Area. Those activities include the construction of an access pier comprising of 1204 square feet and the kayak launch comprising of 215 square feet of surface area and pre-emption to Sovereign Submerged State Lands. Permittee owns 300.44 linear feet of shoreline. Authorized activities are depicted on the attached exhibits.

AUTHORIZATIONS

Captain Leonard Destin Park 0351277-001-EI/46

Environmental Resource Permit

The Department has determined that the activity qualifies for an Environmental Resource Permit. Therefore, the Environmental Resource Permit is hereby granted, pursuant to Part IV of Chapter 373, Florida Statutes (F.S.), and Chapter 62-330, Florida Administrative Code (F.A.C.).

Sovereignty Submerged Lands Authorization

The activity is located on sovereignty submerged lands owned by the State of Florida. It therefore also requires authorization from the Board of Trustees of the Internal Improvement Trust Fund (Board of Trustees), pursuant to Article X, Section 11 of the Florida Constitution, and Section 253.77, F.S.

As staff to the Board of Trustees of the Internal Improvement Trust Fund (Board of Trustees) under Sections 253.002, F.S., the Department has determined that the activity qualifies for and

requires a Letter of Consent, as long as the work performed is located within the boundaries as described and is consistent with the terms and conditions herein.

During the term of this Letter of Consent you shall maintain satisfactory evidence of sufficient upland interest as required by paragraph 18-21.004(3)(b), F.A.C. If such interest is terminated or the Board of Trustees determines that such interest did not exist on the date of issuance of this Letter of Consent, this Letter of Consent may be terminated by the Board of Trustees at its sole option. If the Board of Trustees terminates this Letter of Consent, you agree not to assert a claim or defense against the Board of Trustees arising out of this Letter of Consent.

Federal Authorization

Pier and Kayak Launch – SPGP Approved

Your proposed activity as outlined in your application and attached drawings qualifies for Federal authorization pursuant to the State Programmatic General Permit V, and a **SEPARATE permit** or authorization **will not be required** from the Corps. Please note that the Federal authorization expires on July 26, 2021. However, your authorization may remain in effect for up to 1 additional year, if provisions of Special Condition B.27 of the SPGP V permit instrument are met. You, as permittee, are required to adhere to all General Conditions and Special Conditions that may apply to your project. Special conditions required for your project are attached. A copy of the SPGP V with all terms and conditions and the General Conditions may be found at http://www.saj.usace.army.mil/Divisions/Regulatory/sourcebook.htm.

Seawall and Rip Rap – SPGP Not Approved

Your proposed activity as outlined on your application and attached drawings **does not qualify** for Federal authorization pursuant to the State Programmatic General Permit and a **SEPARATE permit** or authorization **shall be required** from the Corps. A copy of your permit application has been forwarded to the Corps for their review. The Corps will issue their authorization directly to you or contact you if additional information is needed. If you have not heard from the Corps within 30 days from the date your application was received at the local FDEP Office, contact the Corps for status and further information. **Failure to obtain Corps authorization prior to construction could subject you to federal enforcement action by that agency.**

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

Coastal Zone Management

Issuance of this authorization also constitutes a finding of consistency with Florida's Coastal Zone Management Program, as required by Section 307 of the Coastal Zone Management Act.

Water Quality Certification

This permit also constitutes a water quality certification under Section 401 of the Clean Water Act, 33 U.S.C. 1341.

Other Authorizations
You are advised that authorizations or permits for this activity may be required by other federal, state, regional, or local entities including but not limited to local governments or municipalities. This permit does not relieve you from the requirements to obtain all other required permits or authorizations.

The activity described may be conducted only in accordance with the terms, conditions and attachments contained in this document. Issuance and granting of the permit and authorizations herein do not infer, nor guarantee, nor imply that future permits, authorizations, or modifications will be granted by the Department.

PERMIT / SOVEREIGNTY SUBMERGED LANDS CONDITIONS
The activities described must be conducted in accordance with:

- **The Specific Conditions**
- **The General Conditions**
- **The General Conditions for Sovereignty Submerged Lands Authorization**
- **The Special Consent Conditions**
- **The limits, conditions and locations of work shown in the attached drawings**
- **The term limits of this authorization**

You are advised to read and understand these conditions and drawings prior to beginning the authorized activities, and to ensure the work is conducted in conformance with all the terms, conditions, and drawings herein. If you are using a contractor, the contractor also should read and understand these conditions and drawings prior to beginning any activity. Failure to comply with these conditions, including any mitigation requirements, shall be grounds for the Department to revoke the permit and authorization and to take appropriate enforcement action. Operation of the facility is not authorized except when determined to be in conformance with all applicable rules and this permit and sovereignty submerged lands authorization, as described.

SPECIFIC CONDITIONS - PRIOR TO ANY CONSTRUCTION
1. All contractors involved in this permitted activity shall be provided copies of this permit in its entirety. A copy shall remain onsite at all times during the activities.

2. Prior to construction, turbidity control devices shall be placed at all pond outfall locations to prevent turbid discharges in excess of State water quality standards pursuant to Chapter 62-302, F.A.C. The permittee shall be responsible for ensuring that erosion and turbidity control devices and procedures are inspected and maintained daily during all phases of construction authorized by this permit until all areas that were disturbed during construction are sufficiently stabilized to prevent erosion, siltation, and turbid discharges.

3. Prior to construction, the limits of the proposed impact areas shall be clearly flagged and staked by the agent and/or the contractor. All construction personnel shall be shown the location(s) of all wetland areas outside of the construction area to prevent encroachment from heavy equipment into these areas.

4. If the approved permit drawings conflict with the specific conditions, then the specific conditions shall prevail.

5. This permit does not authorize the construction of any additional structures not illustrated on the permit drawings.

SPECIFIC CONDITIONS - CONSTRUCTION ACTIVITIES

6. Construction equipment shall not be repaired or refueled in wetlands or elsewhere within waters of the state.

7. All cleared vegetation, excess lumber, scrap wood, trash, garbage and any other type of debris shall be removed from wetlands/waters of the state within 14 days of completion of the work authorized in this permit.

8. There shall be no storage or stockpiling of tools or materials (i.e., lumber, pilings, equipment) within wetlands, along the shoreline within the littoral zone or elsewhere within waters of the state unless specifically approved in the permit.

9. All disturbed upland areas shall be stabilized at all times during and after construction so as to prevent any erosion, sedimentation, siltation, or scouring.

10. Any damage to wetlands outside the permitted area shall be restored to pre-construction elevations and conditions within 30 days of completion of the project and the Department shall be notified in writing of said incident.

11. Any damage to wetlands or the littoral zone as a result of the dock construction shall be corrected by restoring pre-construction elevations and planting vegetation of the size, densities and species that exist in the adjacent areas. The restoration shall be completed and the Department so notified within 30 days of completion of the structure.

12. If any construction de-watering is required, which results in an offsite discharge of groundwater, the permittee and/or the contractor shall ensure that the requirements of pertinent portions of Chapter 62-621, F.A.C. are met. Please contact Bill Armstrong, P.E., at 850-595-0554, for more information.

13. Best management practices for erosion control shall be implemented and maintained at all times during construction to prevent siltation and turbid discharges in excess of State water quality standards pursuant to Rule 62-302, F.A.C. Methods shall include, but are not limited to the use of staked hay bales, staked filter cloth, sodding, seeding, and mulching; staged construction; and the installation of turbidity screens around the immediate project site.

14. Turbidity levels outside the construction area shall not exceed 29 NTU's above background levels. The following measures shall be taken immediately by the permittee whenever turbidity levels within waters of the State surrounding the project site exceed 29 NTUs above background:

a. Notify the Department at 850-595-8300 at the time the violation is first detected.
b. Immediately cease all work contributing to the water quality violation.
c. Stabilize all exposed soils contributing to the violation. Modify the work procedures that were responsible for the violation, install more turbidity containment devices, and repair any non-functional turbidity containment devices.
d. As required, perform turbidity monitoring per Specific Conditions.

e. Resume construction activities once turbidity levels outside turbidity curtains fall below 29 NTUs.

SPECIFIC CONDITIONS – ACCESS/FISHING PIERS

15. There shall be no enclosed sides constructed on the access piers.

16. Handrails shall be installed along both sides of the access pier concurrently during construction. Handrails shall be constructed to eliminate access by boaters and shall be maintained for the life of the facility. Mooring is prohibited along the access pier. "No Mooring" signs shall be posted on both sides of the access pier. No mooring signs must be installed prior to operation.

SPECIFIC CONDITIONS – RIP RAP

17. In order to comply with the requirements of section 373.414(5), Florida Statutes, riprap shall be installed along the toe of the seawall at a slope of 1:2 (Vertical/Horizontal) as shown on the enclosed drawings. This shall be done within 14 days of completion of the seawall.

18. Riprap shall consist of unconsolidated boulders, rocks, or clean concrete rubble with no exposed reinforcing rods or similar protrusions. The riprap shall be free of sediment, debris and any toxic or otherwise deleterious substance.

SPECIFIC CONDITIONS – DOCK REMOVAL

19. All pilings, approximately 48, from the existing dock structures must be removed by the construction completion.

SPECIFIC CONDITIONS - CONSTRUCTION COMPLETION

20. Upon construction completion, the permittee must provide the Department proof of ownership transfer to the City of Destin.

21. The mailing address for submittal of forms for the "Construction Commencement Notice", "As-Built Certification …"or other correspondence is FDEP, SLERP, 160 West Government Street, Pensacola, Florida, 32502-5740.

22. The construction phase expires at 11:59 p.m. on the date indicated on the cover page of this permit.

23. For emergencies involving a serious threat to the public health, safety, welfare, or environment, the emergency telephone contact number is **800-320-0519** (State Warning Point). The Department telephone number for reporting nonthreatening problems or system malfunctions is (850) 595-0663, day or night.

SPECIFIC CONDITIONS – STORMWATER

24. A stormwater maintenance inspection must be performed by a registered professional, one year after conversion to the Operation Phase and then five years thereafter. The inspection must be conducted using the plans, calculations and specifications approved by the Agency. The maintenance inspection must be documented on Form 62-330.311(1), "Operation and Maintenance Inspection Certification". The inspection Form must be maintained and made

available to Agency staff upon request. Inspections shall be made by the registered professional in accordance with this schedule:

Dry Retention and Wet Detention:
a. On the first anniversary of the date of conversion to Operation and Maintenance Phase.
b. Every fifth year on the anniversary of conversion to Operation and Maintenance phase, after the first year of successful operation.

25. The Stormwater Operation and Maintenance Plan, as approved and enclosed with this permit, shall be implemented.

26. All structures authorized by this permit shall remain in operable condition and shall not be allowed to deteriorate or otherwise contribute to a water quality violation for the life of the facility. All stormwater structures authorized by this permit shall be maintained in proper working order for the life of the facility.

27. If construction of the stormwater management system authorized by this environmental resource permit has not been completed and continued use of the system formally transferred to the operating phase before the expiration date of the permit, then at least 60 days before such expiration date, the permittee shall apply for another environmental resource permit for construction, using the forms and accompanied by the fee required by rules in effect at that time. The application shall be timely and sufficient, as defined in subsection 62-4.090(1), F.A.C.

28. Within 30 days of any failure of a stormwater management system or deviation from the permit, a report shall be submitted to the Department on Form 62-330.311(1), Operation and Maintenance Inspection Certification, describing the remedial actions taken to resolve the failure or deviation. This report shall be signed and sealed by a registered professional.

SPECIFIC CONDITIONS - OPERATION AND MAINTENANCE ACTIVITIES

29. No discharges of fuel, oil, grease, trash, human or animal waste, or fish cleaning waste into the waterbody shall occur at the pier.

30. The docking facility shall be for the sole use of the general public and government agencies. Any fee charged for use of the approved facility shall be nominal and used exclusively for maintenance of the facility. Prior to any change in use of the approved facility to a revenue-generating/income-related activity as defined in Section 18-21.003(44), F.A.C., the grantee and/or successor will be required to obtain a submerged land lease and be assessed a fee for the use of the sovereignty submerged land. Failure to notify the Department could result in assessment of lease fees in arrears and an administrative fine.

GENERAL CONDITIONS FOR INDIVIDUAL PERMITS

The following general conditions are binding on all individual permits issued under chapter 62-330, F.A.C., except where the conditions are not applicable to the authorized activity, or where the conditions must be modified to accommodate project-specific conditions.

1. All activities shall be implemented following the plans, specifications and performance criteria approved by this permit. Any deviations must be authorized in a permit modification in

accordance with Rule 62-330.315, F.A.C. Any deviations that are not so authorized may subject the permittee to enforcement action and revocation of the permit under Chapter 373, F.S.

2. A complete copy of this permit shall be kept at the work site of the permitted activity during the construction phase, and shall be available for review at the work site upon request by the Agency staff. The permittee shall require the contractor to review the complete permit prior to beginning construction.

3. Activities shall be conducted in a manner that does not cause or contribute to violations of state water quality standards. Performance-based erosion and sediment control best management practices shall be installed immediately prior to, and be maintained during and after construction as needed, to prevent adverse impacts to the water resources and adjacent lands. Such practices shall be in accordance with the *State of Florida Erosion and Sediment Control Designer and Reviewer Manual (Florida Department of Environmental Protection and Florida Department of Transportation June 2007)*, and the *Florida Stormwater Erosion and Sedimentation Control Inspector's Manual (Florida Department of Environmental Protection, Nonpoint Source Management Section, Tallahassee, Florida, July 2008)*, which are both incorporated by reference in subparagraph 62-330.050(9)(b)5., F.A.C., unless a project-specific erosion and sediment control plan is approved or other water quality control measures are required as part of the permit.

4. At least 48 hours prior to beginning the authorized activities, the permittee shall submit to the Agency a fully executed Form 62-330.350(1), "Construction Commencement Notice," [October 1, 2013], which is incorporated by reference in paragraph 62-330.350(1)(d), F.A.C., indicating the expected start and completion dates. A copy of this form may be obtained from the Agency, as described in subsection 62-330.010(5), F.A.C. If available, an Agency website that fulfills this notification requirement may be used in lieu of the form.

5. Unless the permit is transferred under Rule 62-330.340, F.A.C., or transferred to an operating entity under Rule 62-330.310, F.A.C., the permittee is liable to comply with the plans, terms and conditions of the permit for the life of the project or activity.

6. Within 30 days after completing construction of the entire project, or any independent portion of the project, the permittee shall provide the following to the Agency, as applicable:

a. For an individual, private single-family residential dwelling unit, duplex, triplex, or quadruplex – "Construction Completion and Inspection Certification for Activities Associated With a Private Single-Family Dwelling Unit" [Form 62-330.310(3)]; or
b. For all other activities – "As-Built Certification and Request for Conversion to Operational Phase" [Form 62-330.310(1)].
c. If available, an Agency website that fulfills this certification requirement may be used in lieu of the form.

7. If the final operation and maintenance entity is a third party:

a. Prior to sales of any lot or unit served by the activity and within one year of permit issuance, or within 30 days of as- built certification, whichever comes first, the permittee shall submit, as applicable, a copy of the operation and maintenance documents (see sections 12.3 thru 12.3.3 of Volume I) as filed with the Department of State, Division of Corporations and a

copy of any easement, plat, or deed restriction needed to operate or maintain the project, as recorded with the Clerk of the Court in the County in which the activity is located.

b. Within 30 days of submittal of the as- built certification, the permittee shall submit "Request for Transfer of Environmental Resource Permit to the Perpetual Operation Entity" [Form 62-330.310(2)] to transfer the permit to the operation and maintenance entity, along with the documentation requested in the form. If available, an Agency website that fulfills this transfer requirement may be used in lieu of the form.

8. The permittee shall notify the Agency in writing of changes required by any other regulatory agency that require changes to the permitted activity, and any required modification of this permit must be obtained prior to implementing the changes.

9. This permit does not:

a. Convey to the permittee any property rights or privileges, or any other rights or privileges other than those specified herein or in Chapter 62-330, F.A.C.;
b. Convey to the permittee or create in the permittee any interest in real property;
c. Relieve the permittee from the need to obtain and comply with any other required federal, state, and local authorization, law, rule, or ordinance; or
d. Authorize any entrance upon or work on property that is not owned, held in easement, or controlled by the permittee.

10. Prior to conducting any activities on state-owned submerged lands or other lands of the state, title to which is vested in the Board of Trustees of the Internal Improvement Trust Fund, the permittee must receive all necessary approvals and authorizations under Chapters 253 and 258, F.S. Written authorization that requires formal execution by the Board of Trustees of the Internal Improvement Trust Fund shall not be considered received until it has been fully executed.

11. The permittee shall hold and save the Agency harmless from any and all damages, claims, or liabilities that may arise by reason of the construction, alteration, operation, maintenance, removal, abandonment or use of any project authorized by the permit.

12. The permittee shall notify the Agency in writing:

a. Immediately if any previously submitted information is discovered to be inaccurate; and
b. Within 30 days of any conveyance or division of ownership or control of the property or the system, other than conveyance via a long-term lease, and the new owner shall request transfer of the permit in accordance with Rule 62-330.340, F.A.C. This does not apply to the sale of lots or units in residential or commercial subdivisions or condominiums where the stormwater management system has been completed and converted to the operation phase.

13. Upon reasonable notice to the permittee, Agency staff with proper identification shall have permission to enter, inspect, sample and test the project or activities to ensure conformity with the plans and specifications authorized in the permit.

14. If any prehistoric or historic artifacts, such as pottery or ceramics, stone tools or metal implements, dugout canoes, or any other physical remains that could be associated with Native American cultures, or early colonial or American settlement are encountered at any time within the project site area, work involving subsurface disturbance in the immediate vicinity of such discoveries shall cease. The permittee or other designee shall contact the Florida Department of

State, Division of Historical Resources, Compliance and Review Section, at (850) 245-6333 or (800) 847-7278, as well as the appropriate permitting agency office. Such subsurface work shall not resume without verbal or written authorization from the Division of Historical Resources. If unmarked human remains are encountered, all work shall stop immediately and notification shall be provided in accordance with Section 872.05, F.S.

15. Any delineation of the extent of a wetland or other surface water submitted as part of the permit application, including plans or other supporting documentation, shall not be considered binding unless a specific condition of this permit or a formal determination under Rule 62-330.201, F.A.C., provides otherwise.

16. The permittee shall provide routine maintenance of all components of the stormwater management system to remove trapped sediments and debris. Removed materials shall be disposed of in a landfill or other uplands in a manner that does not require a permit under Chapter 62-330, F.A.C., or cause violations of state water quality standards.

17. This permit is issued based on the applicant's submitted information that reasonably demonstrates that adverse water resource-related impacts will not be caused by the completed permit activity. If any adverse impacts result, the Agency will require the permittee to eliminate the cause, obtain any necessary permit modification, and take any necessary corrective actions to resolve the adverse impacts.

18. A Recorded Notice of Environmental Resource Permit may be recorded in the county public records in accordance with subsection 62-330.090(7), F.A.C. Such notice is not an encumbrance upon the property.

SPECIAL CONSENT CONDITIONS

1. The applicant agrees to indemnify, defend and hold harmless the Board of Trustees and the State of Florida from all claims, actions, lawsuits and demands in any form arising out of the authorization to use sovereignty submerged lands or the applicant's use and construction of structures on sovereignty submerged lands. This duty to indemnify and hold harmless will include any and all liabilities that are associated with the structure or activity including special assessments or taxes that are now or in the future assessed against the structure or activity during the period of the authorization.

2. Failure by the Board of Trustees to enforce any violation of a provision of the authorization or waiver by the Board of Trustees of any provision of the authorization will not invalidate the provision not enforced or waived, nor will the failure to enforce or a waiver prevent the Board of Trustees from enforcing the unenforced or waived provision in the event of a violation of that provision.

3. Applicant binds itself and its successors and assigns to abide by the provisions and conditions set forth in the authorization. If the applicant or its successors or assigns fails or refuses to comply with the provisions and conditions of the authorization, the authorization may be terminated by the Board of Trustees after written notice to the applicant or its successors or assigns. Upon receipt of such notice, the applicant or its successors or assigns will have thirty (30) days in which to correct the violations. Failure to correct the violations within this period will result in the automatic revocation of this authorization.

4. All costs incurred by the Board of Trustees in enforcing the terms and conditions of the authorization will be paid by the applicant. Any notice required by law will be made by certified mail at the address shown on page one of the authorization. The applicant will notify the Board of Trustees in writing of any change of address at least ten days before the change becomes effective.

5. This authorization does not allow any activity prohibited in a conservation easement or restrictive covenant that prohibits the activity.

GENERAL CONDITIONS FOR SOVEREIGNTY SUBMERGED LANDS AUTHORIZATION

Any use of sovereignty submerged lands is subject to the following general conditions, which are binding upon the applicant and are enforceable under Chapter 253, F.S.

1. Sovereignty submerged lands may be used only for the specified activity or use. Any unauthorized deviation from the specified activity or use and the conditions for undertaking that activity or use will constitute a violation. Violation of the authorization will result in suspension or revocation of the applicant's use of the sovereignty submerged lands unless cured to the satisfaction of the Board of Trustees.

2. Authorization under Rule 18-21.005, F.A.C., conveys no title to sovereignty submerged lands or water column, nor does it constitute recognition or acknowledgment of any other person's title to such land or water.

3. Authorizations under Rule 18-21.005, F.A.C., may be modified, suspended or revoked in accordance with its terms or the remedies provided in Sections 253.04, F.S. and Chapter 18-14, F.A.C.

4. Structures or activities will be constructed and used to avoid or minimize adverse impacts to resources.

5. Construction, use, or operation of the structure or activity will not adversely affect any species which is endangered, threatened or of special concern, as listed in Rules 68A-27.003, 68A-27.004, and 68A-27.005, F.A.C.

6. Structures or activities will not unreasonably interfere with riparian rights. When a court of competent jurisdiction determines that riparian rights have been unlawfully affected, the structure or activity will be modified in accordance with the court's decision.

7. Structures or activities will not create a navigational hazard.

8. Structures will be maintained in a functional condition and will be repaired or removed if they become dilapidated to such an extent that they are no longer functional.

9. Structures or activities will be constructed, operated, and maintained solely for water dependent purposes.

10. The applicant agrees to indemnify, defend and hold harmless the Board of Trustees and the State of Florida from all claims, actions, lawsuits and demands in any form arising out of the authorization to use sovereignty submerged lands or the applicant's use and construction of structures on sovereignty submerged lands. This duty to indemnify and hold harmless will include any and all liabilities that are associated with the structure or activity including special assessments or taxes that are now or in the future assessed against the structure or activity during the period of the authorization.

11. Failure by the Board of Trustees to enforce any violation of a provision of the authorization or waiver by the Board of Trustees of any provision of the authorization will not invalidate the provision not enforced or waived, nor will the failure to enforce or a waiver prevent the Board of Trustees from enforcing the unenforced or waived provision in the event of a violation of that provision.

12. Applicant binds itself and its successors and assigns to abide by the provisions and conditions set forth in the authorization. If the applicant or its successors or assigns fails or refuses to comply with the provisions and conditions of the authorization, the authorization may be terminated by the Board of Trustees after written notice to the applicant or its successors or assigns. Upon receipt of such notice, the applicant or its successors or assigns will have thirty (30) days in which to correct the violations. Failure to correct the violations within this period will result in the automatic revocation of this authorization.

13. All costs incurred by the Board of Trustees in enforcing the terms and conditions of the authorization will be paid by the applicant. Any notice required by law will be made by certified mail at the address shown on page one of the authorization. The applicant will notify the Board of Trustees in writing of any change of address at least ten days before the change becomes effective.

14. This authorization does not allow any activity prohibited in a conservation easement or restrictive covenant that prohibits the activity.

NOTICE OF RIGHTS

This action is final and effective on the date filed with the Clerk of the Department unless a petition for an administrative hearing is timely filed under Sections 120.569 and 120.57, F.S., before the deadline for filing a petition. On the filing of a timely and sufficient petition, this action will not be final and effective until further order of the Department. Because the administrative hearing process is designed to formulate final agency action, the hearing process may result in a modification of the agency action or even denial of the application.

Petition for Administrative Hearing

A person whose substantial interests are affected by the Department's action may petition for an administrative proceeding (hearing) under Sections 120.569 and 120.57, F.S. Pursuant to Rule 28-106.201, F.A.C., a petition for an administrative hearing must contain the following information:

(a) The name and address of each agency affected and each agency's file or identification number, if known;

(b) The name, address, any email address, any facsimile number, and telephone number of the petitioner; the name, address, and telephone number of the petitioner's representative, if any, which shall be the address for service purposes during the course of the proceeding; and an explanation of how the petitioner's substantial interests are or will be affected by the agency determination;
(c) A statement of when and how the petitioner received notice of the agency decision;
(d) A statement of all disputed issues of material fact. If there are none, the petition must so indicate;
(e) A concise statement of the ultimate facts alleged, including the specific facts that the petitioner contends warrant reversal or modification of the agency's proposed action;
(f) A statement of the specific rules or statutes that the petitioner contends require reversal or modification of the agency's proposed action, including an explanation of how the alleged facts relate to the specific rules or statutes; and
(g) A statement of the relief sought by the petitioner, stating precisely the action that the petitioner wishes the agency to take with respect to the agency's proposed action.

The petition must be filed (received by the Clerk) in the Office of General Counsel of the Department at 3900 Commonwealth Boulevard, Mail Station 35, Tallahassee, Florida 32399-3000. Also, a copy of the petition shall be mailed to the applicant at the address indicated above at the time of filing.

Time Period for Filing a Petition

In accordance with Rule 62-110.106(3), F.A.C., petitions for an administrative hearing by the applicant must be filed within 14 days of receipt of this written notice. Petitions filed by any persons other than the applicant, and other than those entitled to written notice under Section 120.60(3), F.S., must be filed within 14 days of publication of the notice or within 14 days of receipt of the written notice, whichever occurs first. Under Section 120.60(3), F.S., however, any person who has asked the Department for notice of agency action may file a petition within 14 days of receipt of such notice, regardless of the date of publication. The failure to file a petition within the appropriate time period shall constitute a waiver of that person's right to request an administrative determination (hearing) under Sections 120.569 and 120.57, F.S., or to intervene in this proceeding and participate as a party to it. Any subsequent intervention (in a proceeding initiated by another party) will be only at the discretion of the presiding officer upon the filing of a motion in compliance with Rule 28-106.205, F.A.C.

Extension of Time

Under Rule 62-110.106(4), F.A.C., a person whose substantial interests are affected by the Department's action may also request an extension of time to file a petition for an administrative hearing. The Department may, for good cause shown, grant the request for an extension of time. Requests for extension of time must be filed with the Office of General Counsel of the Department at 3900 Commonwealth Boulevard, Mail Station 35, Tallahassee, Florida 32399-3000, before the applicable deadline for filing a petition for an administrative hearing. A timely request for extension of time shall toll the running of the time period for filing a petition until the request is acted upon.

Mediation

Mediation is not available in this proceeding.

FLAWAC Review

The applicant, or any party within the meaning of Section 373.114(1)(a) or 373.4275, F.S., may also seek appellate review of this order before the Land and Water Adjudicatory Commission under Section 373.114(1) or 373.4275, F.S. Requests for review before the Land and Water Adjudicatory Commission must be filed with the Secretary of the Commission and served on the Department within 20 days from the date when this order is filed with the Clerk of the Department.

Judicial Review

Once this decision becomes final, any party to this action has the right to seek judicial review pursuant to Section 120.68, F.S., by filing a Notice of Appeal pursuant to Rules 9.110 and 9.190, Florida Rules of Appellate Procedure, with the Clerk of the Department in the Office of General Counsel, 3900 Commonwealth Boulevard, M.S. 35, Tallahassee, Florida 32399-3000; and by filing a copy of the Notice of Appeal accompanied by the applicable filing fees with the appropriate District Court of Appeal. The Notice of Appeal must be filed within 30 days from the date this action is filed with the Clerk of the Department.

Thank you for applying to the Submerged Lands and Environmental Resource Permit Program. If you have any questions regarding this matter, please contact Scott Casey at the letterhead address, at 850-595-0574, or at scott.casey@dep.state.fl.us .

Executed in Orlando, Florida.

STATE OF FLORIDA DEPARTMENT
OF ENVIRONMENTAL PROTECTION

Tanya A McHale

For Andrew Joslyn
Permitting Program Administrator

AJ:SC

Attachments:
SPGP-Special Conditions Related to All Review and Authorizations, 6 pages
SPGP General Conditions, 2 pages
Department of the Army Permit Transfer for SPGP V, 1 page
Exhibit 1, Project Drawings and Design Specs., 18 pages
Exhibit 2, Stormwater Maintained Plan, 5 pages

Copies of 62-330 forms can be obtained at:
http://www.dep.state.fl.us/water/wetlands/erp/forms.htm

Copies furnished to:
U.S. Army Corps of Engineers, Terry.S.Hayes@usace.army.mil.us, Stephen.W.Andrews@usace.army.mil.us
Department of Community Affairs, ray.eubanks@deo.myflorida.com, DCPPermits@deo.myflorida.com
City of Destin, ljohnson@cityofdestin.com
Okaloosa County, mmartinez@co.okaloosa.fl.us, ksadler@okaloosapa.com, jautrey@co.okaloosa.lf.us
Kimley-Horn, cameron.snipes@kimley-horn.com
Florida Environmental & Land Services, elvapeppers@felsi.org
DEP, tanya.mchale@dep.state.fl.us, scott.casey@dep.state.fl.us, pearce.barrett@dep.state.fl.us

CERTIFICATE OF SERVICE

The undersigned hereby certifies that this permit and authorization to use sovereignty submerged lands, including all copies, were mailed before the close of business on August 4, 2017, to the above listed persons.

FILING AND ACKNOWLEDGMENT

FILED, on this date, under 120.52(7) of the Florida Statutes, with the designated Department Clerk, receipt of which is hereby acknowledged.

Mandativi Patel — August 4, 2017

Clerk — Date

Special Conditions Related to All Review and Authorizations

In addition to the conditions specified above, the following Special Conditions apply to all projects reviewed and/or authorized under the SPGP V.

1. The District Engineer reserves the right to require that any request for authorization under this SPGP V be evaluated as an Individual Permit. Conformance with the terms and conditions of the SPGP V does not automatically guarantee Federal authorization.

2. On a case-by-case basis the Corps may impose additional Special Conditions which are deemed necessary to minimize adverse environmental impacts.

3. Failure to comply with all conditions of the Federal authorizations under the SPGP V would constitute a violation of the Federal authorization.

4. No structure or work shall adversely affect or disturb properties listed in the National Register of Historic Places or those eligible for inclusion in the National Register. Prior to the start of work, the Applicant/Permittee or other party on the Applicant's/Permittee's behalf, shall conduct a search of known historical properties by contracting a professional archaeologist, and contacting the Florida Master Site File at 850-245-6440 or SiteFile@dos.state.fl.us. The Applicant/Permittee can also research sites in the National Register Information System (NRIS). Information can be found at http://www.cr.nps.gov/nr/research.

a. If, during the initial ground disturbing activities and construction work, there are archaeological/cultural materials unearthed (which shall include, but not be limited to: pottery, modified shell, flora, fauna, human remains, ceramics, stone tools or metal implements, dugout canoes or any other physical remains that could be associated with Native American cultures or early colonial or American settlement), the Permittee shall immediately stop all work in the vicinity and notify the Compliance and Review staff of the State Historic Preservation Office at 850-245-6333 and the Corps Regulatory Project Manager to assess the significance of the discovery and devise appropriate actions, including salvage operations. Based, on the circumstances of the discovery, equity to all parties, and considerations of the public interest, the Corps may modify, suspend or revoke the permit in accordance with 33 CFR Part 325.7.

b. In the unlikely event that human remains are identified, they will be treated in accordance with Section 872.05, Florida Statutes; all work in the vicinity shall immediately cease and the local law authority, the State Archaeologist (850-245-6444), and the Corps Regulatory Project Manager shall immediately be notified. Such activity shall not resume unless specifically authorized by the State Archaeologist and the Corps.

5. No work shall be authorized under the SPGP V which proposes the use of prefabricated modules for habitat creation, restoration, or enhancement except as allowed in Special Condition 15 for *Living Shorelines* of the *Shoreline Stabilization category*.

6. The Design and construction of a Project must comply with the following.

a. Where aquatic vegetation is present, adverse impacts to aquatic vegetation from construction of piling-supported structures may be avoided/minimized by adherence to, or employing alternative construction techniques that provide a higher level of protection than, the protective criteria in the joint U.S. Army Corps of Engineers'/National Marine Fisheries Service's "*Construction Guidelines in Florida for Minor Piling-Supported Structures Constructed in or over Submerged Aquatic Vegetation (SAV), Marsh or Mangrove Habitat*"

U.S. Army Corps of Engineers/National Marine Fisheries Service August 2001 (updated June 2008). Unless otherwise specifically approved by the National Marine Fisheries Service, where aquatic vegetation is present, piling-supported structures authorized under the SPGP V must comply with, or provide a higher level of protection than, the criteria contained in the referenced construction guidelines. Mangrove impacts are limited to the removal of mangroves along 4 linear feet of shoreline to accommodate a 4-ft-wide access walkway associated with a dock that meets the above guidelines.

b. Additionally, because of concerns about adverse impacts to the endangered Johnson's seagrass (*Halophila johnsonii*) in the lagoon and canal systems on Florida's east coast from Sebastian Inlet (Brevard County) south to and including central Biscayne Bay (Miami-Dade County), the following requirements must be met:

(1) Piling-supported structures must comply with, or provide a higher level of protection than, the criteria contained in the construction guidelines titled "*Key for Construction Conditions for Docks or Other Minor Structures Constructed in or Over Johnson's seagrass (Halophila johnsonii)"* National Marine Fisheries Service/U.S. Army Corps of Engineers - February 2002 (updated October 2002)."

(2) Removal of derelict vessels must comply with the practices of Special Condition 18.

(3) All other activities will have no effect on Johnson's seagrass, i.e., no seagrass is present.

c. The presence of seagrass will be determined utilizing the attached "*Submerged Aquatic Vegetation Survey Guidelines*".

7. For projects in waters accessible to sea turtles, Smalltooth sawfish, Gulf sturgeon, or Shortnose sturgeon, the Permittee will utilize the "*Sea Turtle and Smalltooth Sawfish Construction Conditions*" and the following additions:

a. Any collision(s) with and/or injuries to any whale, or sturgeon occurring during the construction of a project, shall be reported immediately to NMFS's Protected Resources Division (PRD) at (727-824-5312).

b. Reports to NMFS's Protected Resources Division (PRD) may be made by email to takereport.nmfsser@noaa.gov.

c. Sea turtle and marine mammal stranding/rescue organizations' contact information is available by region at http://www.nmfs.noaa.gov/pr/health/networks.htm.

d. Smalltooth sawfish encounters shall be reported to http://www.flmnh.ufl.edu/fish/sharks/sawfish/sawfishencounters.html.

e. All work must occur during daylight hours.

8. The Permittee is responsible for obtaining any "take" permits required under the U.S. Fish and Wildlife Service's regulations governing compliance with the Migratory Bird Treaty Act or the Bald and Golden Eagle Protection Act. The Permittee should contact the appropriate local office of the U.S. Fish and Wildlife Service to determine if such "take" permits are required for a particular activity.

9. The Permittee is responsible for compliance with 50 CFR 224.103(c) prohibiting approach within 500 yards of a right whale, with limited exceptions.

10. Turbidity control measures shall be used throughout construction to control erosion and siltation to ensure there are no violations of state or federal water quality standards. Turbidity control measures shall be: (1) for the smallest practicable area; (2) monitored daily to ensure

listed species are not entangled or trapped in the project area; (3) shall be removed promptly upon project completion and the return of water quality conditions; (4) and shall not block entry to or exit from designated critical habitat. Siltation barriers shall be made of material in which listed species cannot become entangled (i.e., reinforced impermeable polycarbonate vinyl fabric [PVC]).

a. Turbidity curtains are not required where not practical in dynamic systems such as surf zones and could actually do more harm than good if the curtains become detached (e.g., they could entrap pelagic organisms and become entangled around benthic organisms, such as coral).

b. Turbidity barriers are not required if installation of single piling in deep water since is unlikely to adversely affect water quality.

11. In-water rope or chain must meet the following requirements: Industrial grade metal chains or heavy cables that do not readily loop and tangle; All in-water lines (rope and cable) must be thick and taut and cannot have excess line in the water; Lines can be enclosed in a plastic or rubber sleeve/tube to add rigidity.

12. No work shall occur where hard bottom or any hard or coral including ESA-listed coral species are present within the footprint of the project.

13. No work shall occur that results in removal of mangroves (including prop roots), except:

a. as provided by Special Condition 6.a.; or,

b. for removal of mangroves growing at the foot or from an existing seawall whose removal needed to repair the seawall.

14. No work shall occur that results in impacts to seagrass except as provided by Special Condition 6.

15. (For *Docks, Piers, Associated Facilities, and Other Minor Piling-Supported Structures* and *Boat Ramps and Boat Launch Areas and Structures Associated with Such Ramps or Launch Areas.*)

a. Aids to Navigation and Private Aids to Navigation (e.g. attached to the structures authorized by the SPGP) must be approved by and installed in accordance with U.S. Coast Guard requirements.

b. Temporary structures associated with marine events will be removed and the site restored upon completion of the event.

c. (*For multi-family residential docks (e.g., condos, trailer parks, apartment complexes) designated for fishing or vessel storage, for temporary marine event pile-supported structures involving high speed vessel traffic or fishing, and for commercial or public boat ramps.*) Install educational signs as follows in a visible location to alert boaters of listed species in the area susceptible to vessel strikes or hook-and-line captures. NMFS website (http://sero.nmfs.noaa.gov/protected_resources/section_7/protected_species_educational_signs/index.html) provides sign installation guidance and most current version of the signs.

(1) All commercial and public boat ramps shall install the Save Sea Turtle, Sawfish, and Dolphin sign.

(2) If the Project occurs within the range of Gulf, Atlantic, or Shortnose sturgeon, the Permittee will install and maintain the *Report Sturgeon* sign.

(3) If the Project occurs within 14 miles of North Atlantic Right Whale critical habitat, the Permittee will install and maintain the *Help Protect North Atlantic Right Whales* sign.

d. Project construction will take place from uplands or from floating equipment (e.g., barge); prop or wheel-washing is prohibited.

16. (For *Transient activities*.)

a. Temporary structures shall not block access of species to an area such as preventing movement in or out of a river or channel.

b. (*For scientific sampling, measurement, and monitoring devices*.) No later than 24 months from initial installation, or upon completion of data acquisition, whichever comes first, the measuring device and any other structure or fills associated with that device (e.g., anchors, buoys, lines) must be removed and the site must be restored to pre-construction elevations.

17. (For *Living Shorelines* of the *Shoreline Stabilization category.)*

a. Only native plant species will be planted.

b. Not more than 500 linear feet in length, not more than 35 ft waterward of the hightide line.(note that FAC 62-330 limits to 10 feet of the mean high water line) or result in more than 0.5 ac area between the natural shoreline and the structure.

c. No discharge of earthen fill material, other than earthen material associated with vegetative planting, is not authorized.

d. Construction, maintenance and removal of approved permanent, shore-parallel wave attenuation structures are authorized. Approved permanent wave attenuation materials include oyster breakwaters (described above), clean limestone boulders, and prefabricated structures made of concrete and rebar that are designed in a manner that cannot trap sea turtles, Smalltooth sawfish, or sturgeon. Reef balls that are not open on the bottom, triangle structures with a top opening of at least 3 feet between structures, and reef discs stacked on a pile may be used.

e. (For oyster breakwaters).

(1) Reef materials shall be placed in a manner to ensure that materials (e.g., bagged oyster shell, oyster mats, loose cultch surrounded and contained by a stabilizing feature, reef balls, and reef cradles) will remain stable and prevent movement of materials to surrounding areas.

(2) Materials must be placed in designated locations (i.e., shall not be indiscriminately/randomly dumped) and shall not be placed outside of the total project limits.

18. (For *Subaqueous Utility Lines* of the *Transient Activities* category.*)*

a. A Frac-out Contingency Plan similar to the attached plan will be developed, submitted with the application and then followed.

b. All subaqueous transmission lines crossing over, under, or in flood control channels/canals in Federal projects (either federally or locally maintained) which are installed with horizontal direction drilling (HDD) shall ensure the top of the HDD boring is a minimum of 10 feet beneath the bottom of the channel plus a minimum 25 feet outside the channel edges and the estimated total drilling fluid pressure is less than 10 psi. Projects not in compliance with these criteria shall not be eligible for authorization under SPGP V.

c. The Permittee shall, upon completion of work, provide an as-built survey showing the horizontal and vertical location (X-Y-Z coordinates in NAD 83 and NAVD 88) of the object below the channel as it enters and exits the design edges of the authorized width of the channel, plus a minimum of 25 feet outside the channel edges.

19. (For R*emoval of Derelict Vessels* of the *Transient Activities* category.*)*

a. Removal of marine debris shall require visual confirmation (e.g., divers, swimmers, camera) that the item can be removed without causing further damage to aquatic resources.

b. If an item cannot be removed without causing harm to surrounding coral, the item will be disassembled as much as practicable so that it no longer can accidently harm or trap species.

c. Monofilament debris will be carefully cut loose from coral so as not to cause further harm. Under no circumstance will line be pulled through coral since this could cause breakage of coral.

d. Marine debris shall be lifted straight up and not be dragged through seagrass beds, coral, or hard bottom habitats. Debris shall be properly disposed of in appropriate facilities in accordance with applicable federal and state requirements.

20. For concrete piles installed by impact hammer:

a. The piles will be less than or equal to than 24 inches in diameter; and

b. Not more than 10 piles will be installed per day if in open water; or,

c. Not more than 5 piles will be installed per day in a *confined space*. A *confined space* is defined as any area that has a solid object (e.g., shoreline, seawall, jetty) or structure within 150 feet of the pile installation site that would effectively serve as a barrier or otherwise prevent animals from moving past it to exit the area. This does not include objects such as docks or other pile-supported structures that would not stop animal movement or significantly reflect noise.

21. Metal piles will NOT be installed by impact hammer.

22. Projects within the boundary of the NOAA Florida Keys National Marine Sanctuary require prior approval from the Sanctuary.

23. The Permittee shall use only clean fill material. The fill material shall be upland sources and be free of items such as trash, debris, automotive parts, asphalt, construction materials, concrete block with exposed reinforcement bars, and soils contaminated with any toxic substance, in toxic amounts in accordance with Section 307 of the Clean Water Act.

24. No blasting is authorized.

25. For Projects authorized under this SPGP V in navigable waters of the U.S., the Permittee understands and agrees that, if future operations by the United States require the removal, relocation, or other alteration, of the structures or work herein authorized, or if, in the opinion of the Secretary of the Army or his authorized representative, said structure or work shall cause unreasonable obstruction to the free navigation of the navigable waters, the Permittee will be required, upon due notice from the Corps of Engineers, to remove, relocate, or alter the structural work or obstructions caused thereby, without expense to the United States. No claim shall be made against the United States on account of any such removal or alteration.

26. The SPGP V will be valid for five (5) years from the date of issuance unless suspended or revoked by issuance of a public notice by the District Engineer. The Corps, in conjunction with the Federal resource agencies, will conduct periodic reviews to ensure that continuation of the permit during the five-year authorization period is not contrary to the public interest. If

revocation occurs, all future applications for activities covered by the SPGP V will be evaluated by the Corps.

27. If the SPGP V expires or is revoked prior to completion of the authorized work, authorization of activities which have commenced or are under contract to commence in reliance upon the SPGP V will remain in effect provided the activity is completed within twelve (12) months of the date the SPGP V expired or was revoked.

28. The General Conditions attached hereto are made a part of this SPGP V and must be attached to all authorizations processed under this SPGP V.

General Conditions for Federal Authorization for SPGP V

1. The time limit for completing the work authorized ends on July 26, 2021.

2. You must maintain the activity authorized by this permit in good condition and in conformance with the terms and conditions of this permit. You are not relieved of this requirement if you abandon the permitted activity, although you may make a good faith transfer to a third party in compliance with General Condition 4 below. Should you wish to cease to maintain the authorized activity or should you desire to abandon it without a good faith transfer, you must obtain a modification of this permit from this office, which may require restoration of the area.

3. If you discover any previously unknown historic or archeological remains while accomplishing the activity authorized by this permit, you must immediately notify this office of what you have found. We will initiate the Federal and State coordination required to determine if the remains warrant a recovery effort or if the site is eligible for listing in the National Register of Historic Places.

4. If you sell the property associated with this permit, you must obtain the signature of the new owner on the enclosed form and forward a copy of the permit to this office to validate the transfer of this authorization.

5. If a conditioned water quality certification has been issued for your project, you must comply with the conditions specified in the certification as special conditions to this permit.

6. You must allow representatives from this office to inspect the authorized activity at any time deemed necessary to ensure that it is being or has been accomplished in accordance with the terms and conditions of your permit.

Further Information:

1. Limits of this authorization.
   a. This permit does not obviate the need to obtain other Federal, State, or local authorizations required by law.
   b. This permit does not grant any property rights or exclusive privileges.
   c. This permit does not authorize any injury to the property or rights of others.
   d. This permit does not authorize interference with any existing or proposed Federal projects.

2. Limits of Federal Liability. In issuing this permit, the Federal Government does not assume any liability for the following:
   a. Damages to the permitted project or uses thereof as a result of other permitted or unpermitted activities or from natural causes.
   b. Damages to the permitted project or uses thereof as a result of current or future activities undertaken by or on behalf of the United States in the public interest.
   c. Damages to persons, property, or to other permitted or unpermitted activities or structures caused by the activity authorized by this permit.
   d. Design or Construction deficiencies associated with the permitted work.
   e. Damage claims associated with any future modification, suspension, or revocation of this permit.

3. Reliance on Applicant's Data: The determination of this office that issuance of this permit is not contrary to the public interest was made in reliance on the information you provided.

4. Reevaluation of Permit Decision: This office may reevaluate its decision on this permit at any time the circumstances warrant. Circumstances that could require a reevaluation include, but are not limited to, the following:

a. You fail to comply with the terms and conditions of this permit.

b. The information provided by you in support of your permit application proves to have been false, incomplete, or inaccurate (see 3 above).

c. Significant new information surfaces which this office did not consider in reaching the original public interest decision.

5. Such a reevaluation may result in a determination that it is appropriate to use the suspension, modification, and revocation procedures contained in 33 CFR 325.7 or enforcement procedures such as those contained in 33 CFR 326.4 and 326.5. The referenced enforcement procedures provide for the issuance of an administrative order requiring you comply with the terms and conditions of your permit and for the initiation of legal action where appropriate. You will be required to pay for any corrective measures ordered by this office, and if you fail to comply with such directive, this office may in certain situations (such as those specified in 33 CER 209.170) accomplish the corrective measures by contract or otherwise and bill you for the cost.

6. 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.

7. The Permittee understands and agrees that, if future operations by the United States require the removal, relocation, or other alteration, of the structures or work herein authorized, or if, in the opinion of the Secretary of the Army or his authorized representative, said structure or work shall cause unreasonable obstruction to the free navigation of the navigable waters, the Permittee will be required, upon due notice from the U.S. Army Corps of Engineers, to remove, relocate, or alter the structural work or obstructions caused thereby, without expense to the United States. No claim shall be made against the United States on account of any such removal, relocation or alteration.

Department of the Army Permit Transfer for SPGP V

PERMITEE: _____

PERMIT NUMBER: _____ DATE: _____

ADDRESS/LOCATION OF PROJECT:

_____

_____

(Subdivision) (Lot) (Block)

When the structures or work authorized by this permit are still in existence at the time the property is transferred, the terms and conditions of this permit will continue to be binding on the new owner(s) of the property. Although the construction period for works authorized by Department of the Army permits is finite, the permit itself, with its limitations, does not expire.

To validate the transfer of this permit and the associated responsibilities associated with compliance with its terms and conditions, have the transferee sign and date below and mail to the U.S. Army Corps of Engineers, Enforcement Branch, Post Office Box 4970, Jacksonville, FL 32232-0019.

_____ _____

(Transferee Signature) (Date)

_____

(Name Printed)

_____

(Street address)

_____

(Mailing address)

_____

(City, State, Zip Code)18

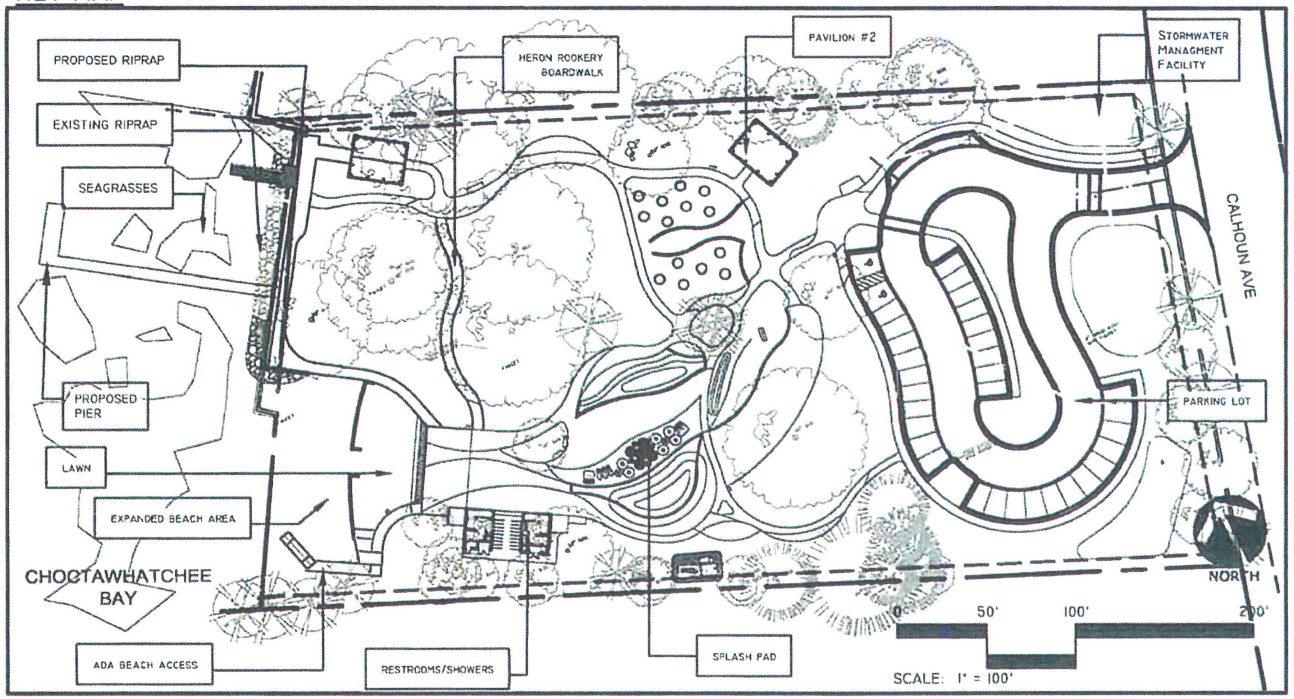
CAPTAIN LEONARD DESTIN PAR

DESTIN, FLORIDA

06/01/2017

18 pages
0351277-001-EI 46
DEPARTMENT OF ENVIRONMENTAL PROTECTION
PERMIT
STATE OF FLORIDA

KEY MAP



SHEET INDEX

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EXH6	OVERALL SITE PLAN
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EXH8	PIER DECKING DETAILS
EXH9	KAYAK LAUNCH DETAILS
EXHI0	STRUCTURAL DETAILS
EXHII-EXHI7	SWPPP DETAILS

REGISTERED LANDSCAPE ARCHITECT
MARK L. BAKER
LA 0666776
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PREPARED FOR:

The Trust For Public Land
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LOCATION MAP:

PARCEL TAX IDENTIFICATION NUMBERS:

CAPTAIN LEONARD DESTIN PARK
#00-2S-22-0630-0000-11A3

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REFERENCES

1. THE SURVEY, INCLUDING TOPOGRAPHY, USED FOR THE DESIGN WAS PROVIDED NOBLES CONSULTING GROUP AND PREPARED BY ALFREDO BURMUDEZ (AS-BUILT SURVEY) DATED JULY 2016. THE SURVEY HAS NOT BEEN FIELD VERIFIED BY WOOD+PARTNERS, INC. AND WOOD+PARTNERS, INC. PROVIDES NO WARRANTY AS TO THE ACCURACY OF THE SURVEY HORIZONTAL DATUM, VERTICAL DATUM (NAVD 88), AND UTILITIES BASED ON SURVEY PROVIDED BY PREPARED BY NOBLES CONSULTING GROUP (AS-BUILT SURVEY) DATED JULY 2016

2. MANDATORY ON-SITE PRECONSTRUCTION CONFERENCE. COORDINATE WITH BLUEPRINT 2000, ROGER CAIN, P.E. 850.219.1060

3. THE OWNER SHALL BE GIVEN TWENTY FOUR HOURS (24-HR) NOTICE OF ALL MEETINGS AND OR TESTING MEASURES RELATED TO SAID PROJECT

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CONSTRUCTION DOCUMENTS

1. THIS CONSTRUCTION DOCUMENTS SET HAS BEEN CREATED TO ILLUSTRATE THE GENERAL DESIGN INTENT OF THE PROJECT. THE CONTRACTOR SHALL WORK CLOSELY WITH THE OWNER'S REPRESENTATIVE AND NOTIFY HIM AS ADDITIONAL INFORMATION IS NEEDED TO PROPERLY CONSTRUCT/INSTALL/BUILD ELEMENTS DEPICTED HEREIN.

2. THE SITE PLANS AND SPECIFICATIONS ARE INTENDED TO PORTRAY THE SITE AS A COMPLETED, FUNCTIONAL PROJECT. THE CONTRACTOR IS RESPONSIBLE FOR THE MEANS AND METHODS USED TO ACHIEVE THE COMPLETED SITE CONDITION AS SET OUT IN THE PLANS. IT IS NOT THE INTENTION OF THESE PLANS TO PROVIDE SPECIFIC GUIDANCE OF EVERY ASPECT OF THE CONSTRUCTION. CONTRACTOR IS RESPONSIBLE FOR THE IMPLEMENTATION OF THE PLANS IN COMPLIANCE WITH GENERALLY ACCEPTED PRACTICES AND UNDER CURRENT STANDARDS. CONTRACTOR SHALL APPLY APPROPRIATE CONSTRUCTION DETAILS AND PROCESSES WHETHER OR NOT THESE INDIVIDUAL ASPECTS OF THE WORK ARE SPECIFICALLY CALLED OUT ON THE PLANS.

GENERAL NOTES

1. ALL CONSTRUCTION SHALL BE PERFORMED IN ACCORDANCE WITH THE CONTRACT DOCUMENTS, LOCAL, STATE, AND FEDERAL REQUIREMENTS UNLESS SPECIFIED OTHERWISE. CONTRACTOR SHALL OBTAIN THESE DOCUMENTS, BECOME FAMILIAR WITH THEM AND HAVE THEM ON THE JOB SITE AT ALL TIMES.

2. THE CONTRACTOR SHALL MAKE ALL NECESSARY SITE VISITS AND INSPECTIONS TO BECOME FAMILIAR WITH THE PROJECT AND MAKE ANY INVESTIGATIONS WHICH ARE APPROPRIATE TO CONFIRM THE SOILS/GEOTECHNICAL INFORMATION, TOPOGRAPHIC INFORMATION, WETLANDS, UTILITIES, ETC. TO BE ABLE TO PREPARE THE BID FOR CONSTRUCTING THE PROJECT IN ACCORDANCE WITH THE DRAWINGS AND INFORMATION PROVIDED FOR BIDDING AND CONSTRUCTION. ANY DEVIATIONS AND/OR DISCREPANCIES IN THE CONTRACTOR'S FINDINGS VERSUS THE CONSTRUCTION DOCUMENTS SHALL BE REPORTED IN WRITING TO OWNER PRIOR TO THE BID AND PRIOR TO COMMENCEMENT OF CONSTRUCTION ON THE AREAS IN QUESTION.

3. GENERAL CONTRACTOR SHALL VERIFY THAT ALL NECESSARY PERMITS FOR CONSTRUCTION HAVE BEEN OBTAINED PRIOR TO THE START OF THE PROJECT. ALL REQUIRED PERMITS SHALL BE MAINTAINED ON SITE AT ALL TIMES.

4. ALL MATERIALS, METHODS AND DETAILS OF CONSTRUCTION SHALL CONFORM TO THE STANDARD SPECIFICATIONS OF FEDERAL, STATE, LOCAL MUNICIPALITY AND/OR THE APPROPRIATE UTILITY COMPANY, WHICHEVER TAKES PRECEDENCE. ALL RIGHT-OF-WAY CONSTRUCTION SHALL MEET LOCAL AND STATE DEPARTMENT OF TRANSPORTATION STANDARD INDEX AND SPECIFICATIONS, LATEST EDITION.

5. CONTRACTOR TO COORDINATE WITH OWNER TO DETERMINE CONSTRUCTION STAGING AND STORAGE AREA PRIOR TO COMMENCEMENT OF MOBILIZATION. ANY CONSTRUCTION TRAILERS USED ON-SITE BY THE CONTRACTOR (IF NECESSARY) SHALL BE PERMITTED THROUGH LOCAL GOVERNING AGENCY. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO ACQUIRE ALL NECESSARY PERMITS. CONTRACTOR MAY UTILIZE EXISTING STRUCTURE AT TEMPORARY CONSTRUCTION ENTRANCE AND WILL BE RESPONSIBLE FOR ALL NECESSARY PERMITS AND UTILITY CONNECTIONS.

6. A COMPLETE SET OF APPROVED DRAWINGS MUST BE MAINTAINED ON SITE AT ALL TIMES THAT THE CONTRACTOR IS PERFORMING WORK.

7. WITHIN ALL NOTES, THE TERM CONTRACTOR SHALL MEAN THE GENERAL CONTRACTOR AND ANY SUBCONTRACTOR OR VENDOR PERFORMING CONSTRUCTION ON THE SITE.

LAYOUT NOTES

1. DIGITAL BASE FILE SHALL BE MADE AVAILABLE FOR USE IN FIELD LOCATION OF ELEMENTS AND SITE FEATURES. HARDCOPY INFORMATION SHALL PREVAIL.

2. CONTRACTOR SHALL STAKE THE LAYOUT OF THE CONSTRUCTION DOCUMENTS FOR OWNER AND OWNERS REPRESENTATIVE TO APPROVE PRIOR TO CONSTRUCTION.

3. ALL FIELD ADJUSTMENTS SHALL RECEIVE APPROVAL FROM THE OWNER PRIOR TO CONSTRUCTION.

FINAL ACCEPTANCE

1. THE CONTRACTOR IS RESPONSIBLE FOR PROVIDING "AS BUILT" DRAWINGS CERTIFIED BY A FLORIDA REGISTERED SURVEYOR.

2. "AS-BUILT" DRAWINGS SHALL BE PROVIDED TO THE OWNER AND OWNERS REPRESENTATIVE IN CAD AND HARDCOPY FORMATS.

3. FINAL INSPECTION SHALL NOT OCCUR UNTIL "AS-BUILT" DRAWINGS HAVE BEEN PROVIDED TO AND REVIEWED BY OWNER AND OWNERS REPRESENTATIVE.

4. THERE SHALL BE A MINIMUM TEN (10) DAYS NOTICE GIVEN FOR SCHEDULING THE SUBSTANTIAL COMPLETION INSPECTION.

5. THERE SHALL BE A MINIMUM TEN (10) DAYS NOTICE GIVEN FOR SCHEDULING THE FINAL INSPECTION.

PAVING AND DRAINAGE NOTES

1. ALL GRADING, PLACEMENT OF FILL AND COMPACTION SHALL BE IN ACCORDANCE WITH THE APPROVED PLANS AND SPECIFICATIONS. ALL FILL PLACED AS A PART OF THIS PROJECT SHALL BE PLACED ACCORDING TO THE PROJECT SPECIFICATIONS. ALL FILL AREAS MUST BE COMPACTED AS STATED IN REPORT FROM AN APPROPRIATE LICENSED PROFESSIONAL MAYBE REQUIRED BY THE CONSTRUCTION INSPECTOR FOR ALL AREAS WITHIN THE RIGHT OF WAY.

2. COMPACTION DENSITIES FOR SUBSOIL FILL ARE TO BE TAKEN IN SIX INCH (6") LIFTS IN ACCORDANCE WITH DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS.

PLAN IS SUBJECT TO CHANGE
SURVEY INFORMATION PROVIDED BY NOBLES CONSULTING GROUP - July 17, 2016

PREPARED FOR:
The Trust for Public Land
306 North Monroe Street
Tallahassee, FL 32303

PERMIT DRAWINGS

CAPTAIN LEONARD DESTIN PARK

DESTIN, FLORIDA

#	REVISION	DATE	BY

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REGISTERED LANDSCAPE ARCHITECT
MARK L. BAKER
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STATE OF FLORIDA

DATE	DRAWN BY: BB
06.01.17	CHECKED BY: SK
PROJECT NUMBER 02-16010	SHEET NUMBER EXH1
SHEET TITLE GENERAL NOTES	

PAVING AND DRAINAGE NOTES

3 CONTRACTOR SHALL SECURE THE SERVICES OF AN APPROVED TESTING LABORATORY TO DEMONSTRATE SATISFACTION OF THE SPECIFICATIONS. CONTRACTOR SHALL SCHEDULE ALL TESTING. PROVIDE TESTING REPORTS TO OWNER AND OWNERS REPRESENTATIVE.

4 ALL CONSTRUCTION LINES & GRADES SHALL BE ESTABLISHED AND MAINTAINED BY THE CONTRACTOR.

5 CONTRACTOR SHALL VERIFY ALL ELEVATIONS PRIOR TO CONSTRUCTION AND NOTIFY OWNER OF DISCREPANCIES. STORMWATER ANALYSIS WAS NOT CONDUCTED FOR THIS PROJECT. CONTRACTOR TO ENSURE PROPER AND POSITIVE DRAINAGE OF ALL GRADES.

6 THE CONTRACTOR SHALL VERIFY ALL THE ELEVATIONS OF ALL TIE-IN-POINTS FOR INSTALLATION OF UTILITIES, HARDSCAPE AND FINISHED WORK, AND NOTIFY THE OWNER'S REPRESENTATIVE OF DISCREPANCIES.

7 IF DISCREPANCIES DEVELOP BETWEEN THE PROPOSED GRADES AS SHOWN ON THE PLAN AND THE EXISTING GROUND SURFACE, THE CONTRACTOR, WITH PRIOR APPROVAL FROM THE OWNER, SHALL MAKE GRADING ADJUSTMENTS NECESSARY TO MAINTAIN THE GENERAL INTENT OF THE DESIGN.

8 CONTRACTOR SHALL PROTECT ALL TREES, VEGETATION AND REFERENCE POINTS AS INDICATED ON THE DRAWINGS.

9 ALL SLEEVE LENGTHS AND LOCATIONS ARE APPROXIMATE AND MAY REQUIRE SLIGHT FIELD ADJUSTMENTS TO FIT CONDITIONS.

10 CONTRACTOR SHALL COORDINATE THE CONSTRUCTION OF THE PAVING WITH ALL OTHER CONSTRUCTION.

11 ALL SIDEWALKS AND RAMPS SHALL HAVE A MAXIMUM CROSS SLOPE OF 2%.

12 ALL SIDEWALKS SHALL NOT EXCEED SLOPE OF 5% UNLESS OTHERWISE INDICATED.

13 TOLERANCE OF ANY HORIZONTAL GAP SHALL BE NO GREATER THAN 1/2" AND THE VERTICAL CHANGE SHALL BE NO GREATER THAN 1/4", WHICH INCLUDES BUT IS NOT LIMITED TO: THE RADIUS OF ANY CONCRETE EDGE AND UNIT PAVING EDGE.

14 ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE PERMITTED CONSTRUCTION DOCUMENTS. ANY DEVIATION FROM THE APPROVED CONSTRUCTION DOCUMENTS SHALL BE THE SOLE RESPONSIBILITY OF THE ORGANIZATION AND/OR ENTITY RESPONSIBLE FOR THE INSTALLATION TO UPDATE/REPLACE ANY DEFICIENT MATERIAL/EQUIPMENT NECESSARY TO BRING THE FINAL PRODUCT TO THE STANDARDS OF THE PERMITTED CONSTRUCTION DOCUMENTS.

15 ALL SIDEWALKS AND RAMPS CONSTRUCTED SHALL COMPLY WITH ALL LOCAL, STATE, AND FEDERAL ADA REGULATIONS, LAWS, AND POLICIES, INCLUDING PEDESTRIAN CROSSINGS THROUGH DRIVEWAYS.

16 CONTRACTOR IS RESPONSIBLE FOR CONSTRUCTING ALL ADA ACCESSIBLE ROUTES, PURSUANT TO LOCAL, STATE, AND FEDERAL ADA REGULATIONS.

17 THE CONTRACTOR WILL RETROFIT ALL DRIVEWAYS, SIDEWALKS, AND ACCESSIBILITY RAMPS TO MEET CURRENT DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS.

18 REGARDING GRADES OR SLOPES COMPARED TO ADA REQUIREMENTS, THE CONTRACTOR SHALL CONTACT THE OWNER OR OWNERS REPRESENTATIVE FOR CLARIFICATION, PRIOR TO IMPLEMENTATION.

GENERAL DETAILS NOTES

1 THESE NOTES SHALL APPLY TO ALL DETAILS INCLUDED IN THIS SET OF CONSTRUCTION DOCUMENTS.

2 ALL WOOD IN CONTACT WITH GROUND, UNLESS OTHERWISE SPECIFIED, SHALL BE SOUTHERN YELLOW PINE, SPIB GRADE NO. 2 COMMON OR BETTER, S4S SIZED AS SHOWN ON DRAWINGS, TREATED AWPB LP22.

3 CONTRACTOR TO CONSTRUCT 5'-0" BY 5'-0" DEMONSTRATION AREA FOR ALL CONCRETE SPECIFICED AND 5'-0" BY 5'-0" DEMONSTRATION AREA FOR ALL SPECIALTY PAVEMENT AT LEAST ONE WEEK PRIOR TO ON-SITE APPLICATION. FINAL APPLICATION MUST BE COMPATIBLE (MATCH) WITH DEMONSTRATION AREAS.

4 BOLTS, THREADED RODS, WASHERS, NUTS AND ALL BUILDING HARDWARE SHALL BE HOT-DIPPED GALVANIZED UNLESS OTHERWISE SPECIFIED.

GENERAL DETAIL NOTES (CONTINUED)

5 ALL THROUGH BOLTS TO BE SMOOTH SHAFT WITH GALVANIZED NUTS, BOLTS, AND WASHERS UNLESS OTHERWISE SPECIFIED.

6 NAILS. ALL NAILS SHALL BE HOT DIPPED GALVANIZED. FINISH NAILS SHALL BE ANNULAR ALLOY ALUMINUM UNLESS OTHERWISE SPECIFIED.

7 ALL WELDS CONTINUOUS.

8 INSTALL ALL SITE FURNISHINGS PLUMB, LEVEL, TRUE TO LINE AND AT ELEVATIONS INDICATED.

9 RESTORE DAMAGED FINISHES AND REPLACE DAMAGED OR DEFECTIVE UNITS AT NO ADDITIONAL EXPENSE TO OWNER.

10 SUBMIT SHOP DRAWINGS, PRODUCT DATA AND MAINTENANCE DATA FOR APPROVAL PRIOR TO PURCHASING, FABRICATION AND INSTALLATION.

11 ALL CONCRETE FOOTINGS, BASES, AND WALKS SHALL BE A MINIMUM OF 3,000 PSI, UNLESS OTHERWISE SPECIFIED.

12 CONSTRUCT EXPANSION JOINTS WHERE WALKS MEET CURBS, STEPS, WALLS, OR FIXED SLABS OR AS OTHERWISE STATED IN THE ENGINEERING PLANS.

13 ALL PAVER DIMENSIONS TO BE ACTUAL. ALL LUMBER DIMENSIONS TO BE NOMINAL.

ABBREVIATIONS

1. DIMENSIONS AND MEASUREMENTS

AC	ACRE(S)	CF	CUBIC FOOT/FEET
DEG(°)	DEGREE(S)	CY	CUBIC YARD(S)
ELEV	ELEVATION	DIA (Ø)	DIAMETER
FFE	FINISHED FLOOR ELEVATION	FT	FOOT/FEET
GAL	GALLON(S)	GA	GAUGE
GSF	GROSS SQUARE FEET	GPM	GALLONS PER MINUTE
H:V	HORIZONTAL: VERTICAL	H	HEIGHT
IN	INCH(ES)	HORIZ	HORIZONTAL
LF	LINEAR FOOT/FEET	LB	POUND
MI	MILES	MAX	MAXIMUM
	MSF		1,000 SQUARE FEET
	MIN MINIMUM		
NTS	NOT TO SCALE	mph	MILES PER HOUR
PSI	POUNDS PER SQUARE INCH	SY	SQUARE YARD
MSL	MEAN SEA LEVEL	OC	ON CENTER
T	THICKNESS	SF	SQUARE FEET
YR	YEAR	W	WIDTH

2. GENERAL

AASHTO	AMERICAN ASSOCIATION OF STATE HIGHWAY AND TRANSPORTATION OFFICIALS		
ADA	AMERICANS WITH DISABILITIES ACT		
ARCH	ARCHITECT/ARCHITECTURAL		
BLDG	BUILDING	CO	CERTIFICATE OF OCCUPANCY
DEMO	DEMOLISH	EXT	EXTENSION
DEP	DEPARTMENT OF ENVIRONMENTAL PROTECTION	FIRM	FLOOD INSURANCE RATE MAP
DOT	DEPARTMENT OF TRANSPORTATION	GPS	GLOBAL POSITIONING SYSTEM
EX	EXISTING	INV	INVERT
FEMA	FEDERAL EMERGENCY MANAGEMENT AGENCY	LLC	LIMITED LIABILITY CORPERATION
FDOT	FLORIDA DEPARTMENT OF TRANSPORTATION	MEP	MECHANICAL, ELECTRICAL, PLUMBING
MAINT	MAINTENANCE	NFIP	NATIONAL FLOOD INSURANCE PROGRAM
MECH	MECHANICAL	REV	REVISION
MUTCD	MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES	TEMP	TEMPORARY
NPDES	NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM	TYP	TYPICAL
NFPA	NATIONAL FIRE PROTECTION AGENCY		
PT	PRESSURE TREATED		
PROP	PROPOSED		
PSM	PROFESSIONAL SURVEYOR & MAPPER		
RLS	REGISTERED LAND SURVEYOR		
ROW	RIGHT OF WAY		
STD	STANDARD		
TRANS	TRANSITION		
USGS	UNITED STATES GEOLOGICAL SURVEY		

EXISTING CONDITIONS ABBREVIATIONS AND SYMBOLS

APO	= A PORTION OF	AC	= AIR CONDITIONER
℄	= CENTERLINE		= BACKFLOW PREVENTER
BH	= BIRCH		= BENCH MARK
(C)	= CALCULATED MEASUREMENT		= CLEANOUT
CH:	= CHORD		= COMMUNICATION MANHOLE
CHB	= CHORD BEARING		= ELECTRIC MANHOLE
CM	= CRAPE MYRTLE		= ELECTRIC OUTLET
(D)	= DEED INFORMATION		= FLAG POLE
D	= DELTA OR CENTRAL ANGLE		= FLOOD LIGHT
D.B.	= DEED BOOK		= FIRE HYDRANT
EL.	= ELEVATION		= GAS METER
ELLIP	= ELLIPTICAL		= GAS VALVE COVER
E.O.S	= END OF STATIONS	GEN	= GENERATOR
F.D.O.T.	= FLORIDA DEPARTMENT OF TRANSPORTATION		= GUY WIRE ANCHOR
FCM □	= FOUND CONCRETE MONUMENT		= HANDICAP PARKING
(F)	= FIELD MEASUREMENT		= HOSE BIB
FIRC ●	= FOUND IRON ROD AND CAP		= IRRIGATION CONTROL VALVE
FND ⊙	= FOUND NAIL AND DISK		= LIGHT POLE
ID.	= INDENTIFICATION		= MANHOLE
INV.	= INVERT		= PARKING COUNT
LO	= LIVE OAK		= POWER POLE
LB#	= LAND BUSINESS NUMBER		= UTILITY POLE WITH LIGHT
LS#	= SURVEYOR REGISTRATION NUMBER		= SANITARY SEWER MANHOLE
M.E.S.	= MITERED END SECTION		= SIGNAL CONTROLLER
NAVD88	= NORTH AMERICAN VERTICAL DATUM OF 1988		= SIGNAL SPAN POLE
N/F	= NOW OR FORMERLY		= SINGLE SUPPORT SIGN
NGVD29	= NATIONAL GEODETIC VERTICAL DATUM OF 1929	130.1	= SPOT ELEVATION
NO.	= NUMBER		= STAND PIPE
OP	= ORNAMENTAL PLAT		= STORM DRAIN INLET
O.R.	= OFFICIAL RECORD BOOK		= STORM DRAIN MANHOLE
P	= PAGE		= TELEPHONE PEDESTAL
(P)	= PLAT MEASUREMENT		= TRAFFIC CIRCULATION ARROW
P.B.	= PLAT BOOK		= UTILITY POLE
P.C.	= POINT OF CURVATURE		= WATER METER
P.I.	= POINT OF INTERSECTION		= WATER VALVE COVER
P.C.T.	= POINT ON TANGENT		= WIRE PULL BOX
P.T.	= POINT OF TANGENCY		
R	= RADIUS		
RCP	= REINFORCED CONCRETE PIPE		
RP	= RESERVED PARKING		
S.D.I.	= STORM DRAIN INLET		
SIRC ●	= SET IRON ROD AND CAP LB #3293		
STA	= STATION ON BASELINE OF SURVEY		
TCP	= TERRA COTTA PIPE		
TOW	= TOP OF WALK		
W.E.	= WATER ELEVATION		
WLF	= WETLAND FLAG		

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REGISTERED LANDSCAPE ARCHITECT
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STATE OF FLORIDA

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PERMIT DRAWINGS

CAPTAIN LEONARD DESTIN PARK

DESTIN, FLORIDA

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SEQUENCE OF CONSTRUCTION

UPON IMPLEMENTATION AND INSTALLATION OF THE FOLLOWING AREAS: TRAILER, PARKING, LAYDOWN, PORTA–POTTY, WHEEL WASH, CONCRETE WASHOUT, FUEL AND MATERIAL STORAGE CONTAINERS, SOLID WASTE CONTAINERS, ETC., IMMEDIATELY DENOTE THEM ON THE SITE MAPS AND NOTE ANY CHANGES IN LOCATION AS THEY OCCUR THROUGHOUT THE CONSTRUCTION PROCESS.

PHASE 1:

1. CONSTRUCT STABILIZED CONSTRUCTION ENTRANCE (1) AND INSTALL SILT FENCE.
2. CONSTRUCT AND STABILIZE SEDIMENT BASIN AND DRAINAGE SWALES WITH APPROPRIATE OUTFALL STRUCTURES (CLEAR ONLY THOSE AREAS NECESSARY TO INSTALL CONTROL DEVICES LISTED ABOVE)
3. INSTALL INLET PROTECTION AT EXISTING INLET(S).
4. INSTALL AND STABILIZE ANY NECESSARY HYDRAULIC CONTROL STRUCTURES (DIKES, CHECK DAMS, OUTLET TRAPS, RISER PIPE DISCHARGE POINT, ETC.)
5. PREPARE CLEARING AND GRUBBING OF THE SITE, IF APPLICABLE.

PHASE 2:

6. PERFORM MASS GRADING. ROUGH GRADE TO ESTABLISH PROPOSED DRAINAGE PATTERNS.
7. START CONSTRUCTION OF THE BUILDING PAD AND STRUCTURES.
8. TEMPORARILY SEED WITH PURE LIVE SEED, THROUGHOUT CONSTRUCTION, DISTURBED AREAS THAT WILL BE INACTIVE FOR 7 DAYS OR MORE OR AS REQUIRED BY GENERIC PERMIT.

HALT ALL ACTIVITIES AND CONTACT THE CONSULTANT TO PERFORM INSPECTION AND CERTIFICATION OF BMPS. GENERAL CONTRACTOR SHALL SCHEDULE AND CONDUCT STORM WATER PRE–CONSTRUCTION MEETING WITH CONSULTANT AND ALL GROUND–DISTURBING CONTRACTORS BEFORE PROCEEDING WITH CONSTRUCTION.

EROSION CONTROL NOTES

1. THE STORM WATER POLLUTION PREVENTION PLAN ("SWPPP") IS COMPRISED OF THIS EROSION CONTROL PLAN, THE STANDARD DETAILS, THE PLAN NARRATIVE, ATTACHMENTS INCLUDED IN SPECIFICATIONS OF THE SWPPP, PLUS THE PERMIT AND ALL SUBSEQUENT REPORTS AND RELATED DOCUMENTS.
2. ALL CONTRACTORS AND SUBCONTRACTORS INVOLVED WITH STORM WATER POLLUTION PREVENTION SHALL OBTAIN A COPY OF THE STORM WATER POLLUTION PREVENTION PLAN AND THE STATE OF FLORIDA NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM GENERAL PERMIT (NPDES PERMIT) AND BECOME FAMILIAR WITH THEIR CONTENTS.
3. THE CONTRACTOR SHALL IMPLEMENT BEST MANAGEMENT PRACTICES AS REQUIRED BY THE SWPPP. ADDITIONAL BEST MANAGEMENT PRACTICES SHALL BE IMPLEMENTED AS DICTATED BY CONDITIONS AT NO ADDITIONAL COST TO THE OWNER THROUGHOUT ALL PHASES OF CONSTRUCTION.
4. BEST MANAGEMENT PRACTICES (BMP'S) AND CONTROLS SHALL CONFORM TO FEDERAL, STATE, OR LOCAL REQUIREMENTS OR MANUAL OF PRACTICE, AS APPLICABLE. THE CONTRACTOR SHALL IMPLEMENT ADDITIONAL CONTROLS AS DIRECTED BY THE PERMITTING AGENCY OR OWNER.
5. EROSION CONTROL PLAN MUST CLEARLY DELINEATE ALL STATE WATERS. PERMITS FOR ANY CONSTRUCTION ACTIVITY IMPACTING STATE WATERS OR REGULATED WETLANDS MUST BE MAINTAINED ON SITE AT ALL TIMES.
6. THE CONTRACTOR SHALL MINIMIZE CLEARING TO THE MAXIMUM EXTENT PRACTICAL OR AS REQUIRED BY THE GENERAL PERMIT.
7. CONTRACTOR SHALL DENOTE ON PLAN THE TEMPORARY PARKING AND STORAGE AREA WHICH SHALL ALSO BE USED AS THE EQUIPMENT MAINTENANCE AND CLEANING AREA, EMPLOYEE PARKING AREA, AND AREA FOR LOCATING PORTABLE FACILITIES, OFFICE TRAILERS, AND TOILET FACILITIES.
8. ALL WASH WATER (CONCRETE TRUCKS, VEHICLE CLEANING, EQUIPMENT CLEANING, ETC.) SHALL BE DETAINED AND PROPERLY TREATED OR DISPOSED.
9. SUFFICIENT OIL AND GREASE ABSORBING MATERIALS AND FLOTATION BOOMS SHALL BE MAINTAINED ON SITE OR READILY AVAILABLE TO CONTAIN AND CLEAN–UP FUEL OR CHEMICAL SPILLS AND LEAKS.
10. THE CONTRACTOR SHALL BE RESPONSIBLE FOR DUST CONTROL ON SITE. THE USE OF MOTOR OILS AND OTHER PETROLEUM BASED OR TOXIC LIQUIDS FOR DUST SUPPRESSION OPERATIONS IS PROHIBITED.
11. RUBBISH, TRASH, GARBAGE, LITTER, OR OTHER SUCH MATERIALS SHALL BE DEPOSITED INTO SEALED CONTAINERS. MATERIALS SHALL BE PREVENTED FROM LEAVING THE PREMISES THROUGH THE ACTION OF WIND OR STORM WATER DISCHARGE INTO DRAINAGE DITCHES, OR WATERS OF THE STATE.
12. ALL STORM WATER POLLUTION PREVENTION MEASURES PRESENTED ON THE PLAN, SHALL BE INITIATED AS SOON AS PRACTICABLE.
13. STABILIZATION PRACTICES SHOULD BE INITIATED AS SOON AS PRACTICAL, BUT IN NO CASE MORE THAN 7 DAYS WHERE CONSTRUCTION HAS TEMPORARILY CEASED.

CAMERON REES SNIPES LICENSE No. 75465 JUN 2017 FLORIDA PROFESSIONAL ENGINEER

PLAN IS SUBJECT TO CHANGE.

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PERMIT DRAWINGS
LEONARD DESTIN PARK
DESTIN, FLORIDA

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EROSION CONTROL NOTES (CONT.)

14. DISTURBED PORTIONS OF THE SITE WHERE CONSTRUCTION ACTIVITY HAS PERMANENTLY STOPPED SHALL BE PERMANENTLY SEEDED. THESE AREAS SHALL BE SEEDED NO LATER THAN 7 DAYS AFTER THE LAST CONSTRUCTION ACTIVITY OCCURRED IN THESE AREAS. REFER TO SECTION 981 OF THE STANDARD SPECIFICATIONS FOR SEEDING AND MAINTENANCE REQUIREMENTS.
15. IF THE ACTION OF VEHICLES TRAVELING OVER THE GRAVEL CONSTRUCTION ENTRANCES IS NOT SUFFICIENT TO REMOVE THE MAJORITY OF DIRT OR MUD, THEN THE TIRES MUST BE WASHED BEFORE THE VEHICLES ENTER A PUBLIC ROAD. IF WASHING IS USED, PROVISIONS MUST BE MADE TO INTERCEPT THE WASH WATER AND TRAP THE SEDIMENT BEFORE IT IS CARRIED OFF THE SITE.
16. ALL MATERIALS SPILLED, DROPPED, WASHED, OR TRACKED FROM VEHICLES ONTO ROADWAYS OR INTO STORM DRAINS MUST BE REMOVED AS SOON AS POSSIBLE.
17. THE CONTRACTOR SHALL BE RESPONSIBLE FOR REMOVING SEDIMENT IN THE DETENTION POND AND ANY SEDIMENT THAT MAY HAVE COLLECTED IN THE STORM SEWER DRAINAGE SYSTEMS IN CONJUNCTION WITH THE STABILIZATION OF THE SITE.
18. ON–SITE & OFF SITE SOIL STOCKPILE AND BORROW AREAS SHALL BE PROTECTED FROM EROSION AND SEDIMENTATION THROUGH IMPLEMENTATION OF BEST MANAGEMENT PRACTICES. STOCKPILE AND BORROW AREA LOCATIONS SHALL BE NOTED ON THE EROSION CONTROL PLAN AND PERMITTED IN ACCORDANCE WITH GENERAL PERMIT REQUIREMENTS.
19. SLOPES SHALL BE LEFT IN A ROUGHENED CONDITION DURING THE GRADING PHASE TO REDUCE RUNOFF VELOCITIES AND EROSION.
20. DUE TO GRADE CHANGES DURING THE DEVELOPMENT OF THE PROJECT, THE CONTRACTOR SHALL BE RESPONSIBLE FOR ADJUSTING THE EROSION CONTROL MEASURES (SILT FENCES, ETC.) TO PREVENT EROSION.
21. ALL CONSTRUCTION SHALL BE STABILIZED AT THE END OF EACH WORKING DAY, THIS INCLUDES BACK FILLING OF TRENCHES FOR UTILITY CONSTRUCTION AND PLACEMENT OF GRAVEL OR BITUMINOUS PAVING FOR ROAD CONSTRUCTION.
22. LOCATION OF SILT SCREEN FENCE IS SCHEMATIC AND NOT TO BE USED FOR STAKE OUT PURPOSES.
23. ANY CONSTRUCTION ADJACENT TO A WETLAND AREA SHALL BE PERFORMED FROM THE UPLAND SIDE OF THE AREA. CONSTRUCTION ENCROACHMENT INTO A WETLAND AREA IS NOT ALLOWED UNLESS PERMITTED BY THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION.
24. ALL BMP LOCATIONS SHOWN ARE FOR GRAPHIC DEPICTION AND GENERAL LOCATION ONLY. ITEMS ARE TO BE INSTALLED PER DETAILS ON PLAN SET.
25. THE CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING ALL NECESSARY BMP DEVICES THROUGH THE DURATION OF ALL CONSTRUCTION OPERATIONS IN ACCORDANCE WITH THE N.P.D.E.S. PROGRAM.
26. PRIOR TO ANY EARTHMOVING OPERATIONS, THE CONTRACTOR SHALL INSTALL BMP DEVICES IN THE LOCATIONS SHOWN HEREON AND CONTACT RESOURCE PROTECTION SERVICES TO INSPECT ANY INSTALLATION OF THE REQUIRED SILT FENCING AROUND ANY PRESERVE AREAS.
27. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE CONTROL OF WIND AND DUST DURING ALL PHASES OF CONSTRUCTION BY USING WATER TRUCKS, WIND FENCING OR OTHER DEVICES AS APPROVED BY THE APPROPRIATE AGENCY.
28. THE CONTRACTOR SHALL BE RESPONSIBLE TO SAFELY STORE EQUIPMENT, FUEL, OIL AND OTHER HAZARDOUS DEVICES IN A MANNER TO PREVENT GREASE, OILS, FUEL AND OTHER HAZARDOUS SUBSTANCES FROM CONTAMINATING THE STORMWATER MANAGEMENT AND COLLECTION SYSTEMS AND PRESERVATION AREAS.
29. THE SILT FENCING AND OTHER BMP DEVICES SHALL BE REMOVED AFTER CONSTRUCTION IS COMPLETE AND ACCEPTED BY THE OWNER.
30. BMP MEASURES SHOWN ARE A MINIMUM.
31. BEST MANAGEMENT PRACTICES SHOWN FOR OPEN THROAT AND GRATED SWALE INLETS SHALL BE INSTALLED AS APPROPRIATE FOR VARIOUS PROJECT PHASES.
32. SOD A 2' WIDE STRIP BEHIND ALL CURBING AND EDGE OF PAVEMENT WHERE CURB IS NOT PRESENT.
33. SOD AROUND ALL INLETS, JUNCTION BOXES, ETC. AND GRASS ALL SWALES.
34. ADDITIONAL BMP MEASURES MAY BE NECESSARY TO ENSURE THAT TURBID WATER IS NOT DISCHARGED FROM CONSTRUCTION SITE. THE CONTRACTOR IS RESPONSIBLE FOR MAINTAINING COMPLIANCE WITH STORMWATER POLLUTION PREVENTION PLAN, THE N.P.D.E.S. PERMIT AND THE CONDITIONS OF THE NWFWMD ENVIRONMENTAL RESOURCE PERMIT.

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DESTIN, FLORIDA

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CAMERON ROSS [illegible] LICENSE No. [illegible] STATE OF FLORIDA PROFESSIONAL ENGINEER
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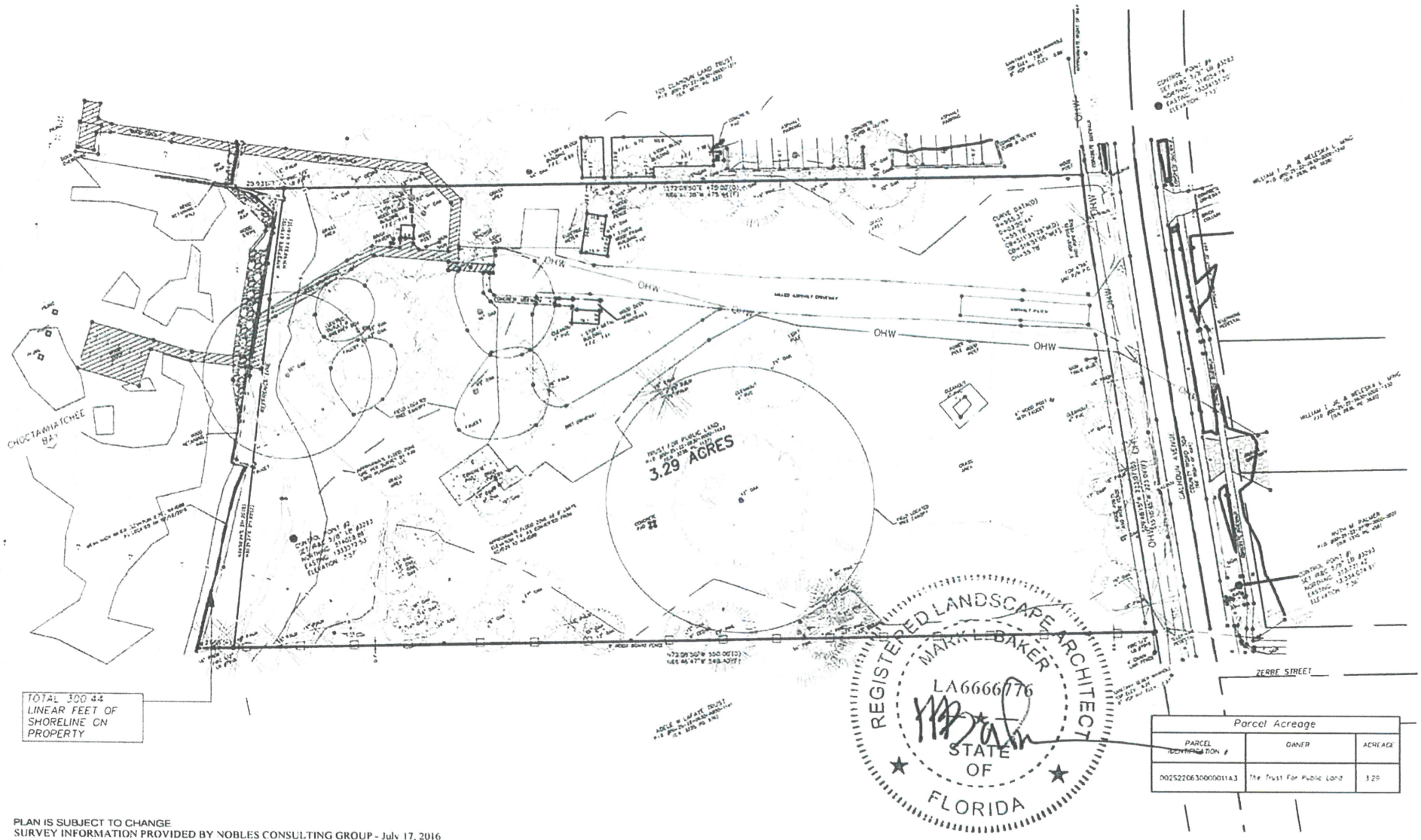

Parcel Acreage		
PARCEL IDENTIFICATION #	OWNER	ACREAGE
00252206300000113	The Trust For Public Land	3.29

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Tallahassee, FL 32303

PERMIT DRAWINGS

CAPTAIN LEONARD DESTIN PARK

DESTIN, FLORIDA

#	REVISION	DATE	BY

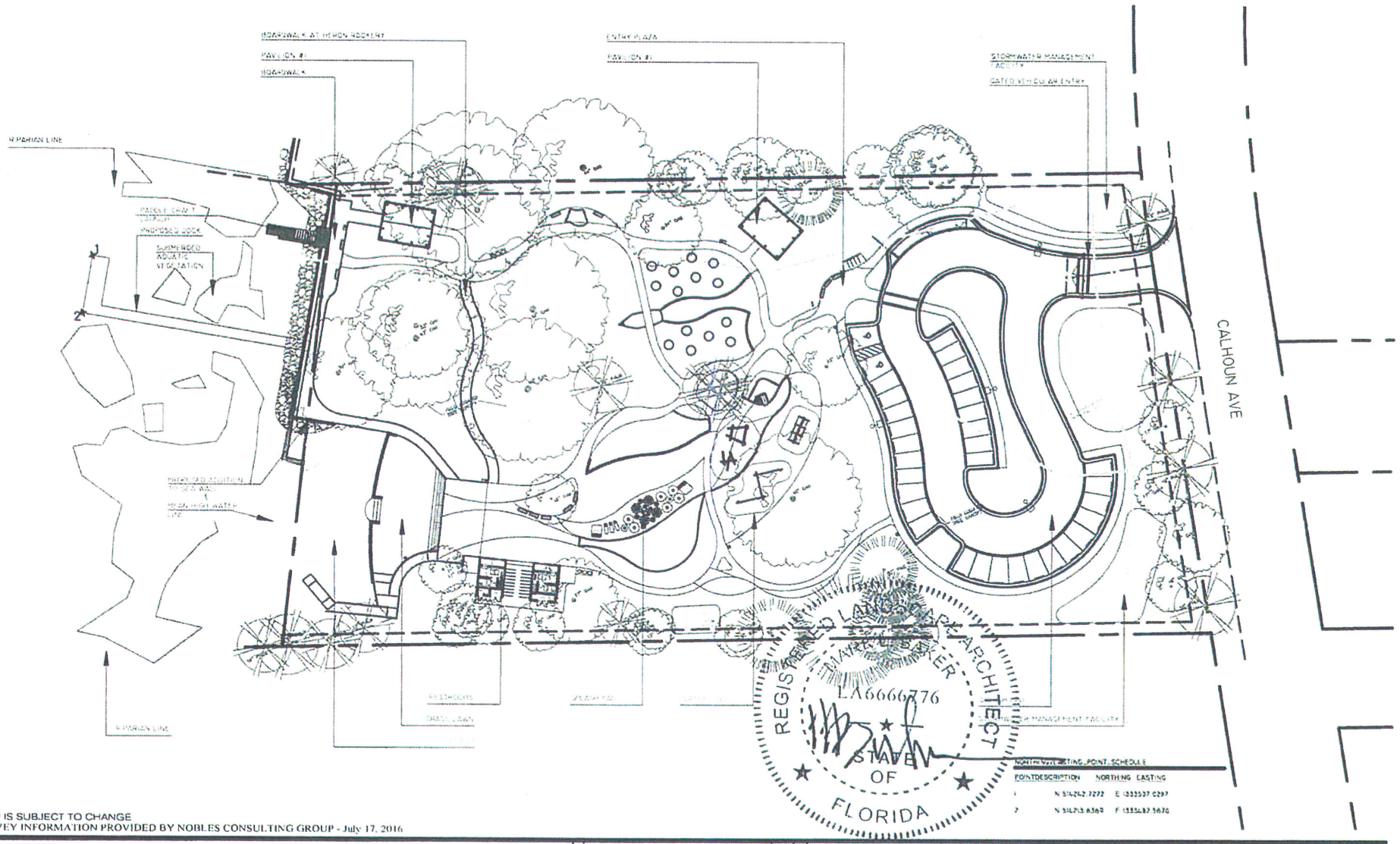
Wood+Partners Inc.
Landscape Architects
Land Planners
FL LC0000364
1211 Metcalfe Rd ■ Tallahassee, FL 32308
850 391 0360 ■ Fax 850 386 1010 ■ www.woodandpartners.com

0 40' 80' 160'
SCALE: 1" = 80'

NORTH

DATE 06.01.17
PROJECT NUMBER 02-16010
SHEET TITLE EXISTING CONDITIONS

DRAWN BY: BB
CHECKED BY SK
SHEET NUMBER EXH5



PLAN IS SUBJECT TO CHANGE
SURVEY INFORMATION PROVIDED BY NOBLES CONSULTING GROUP - July 17, 2016

PREPARED FOR:
The Trust for Public Land
306 North Monroe Street
Tallahassee, FL 32303

PERMIT DRAWINGS

CAPTAIN LEONARD DESTIN PARK

DESTIN, FLORIDA

#	REVISION	DATE	BY

Wood+Partners Inc. WvPi
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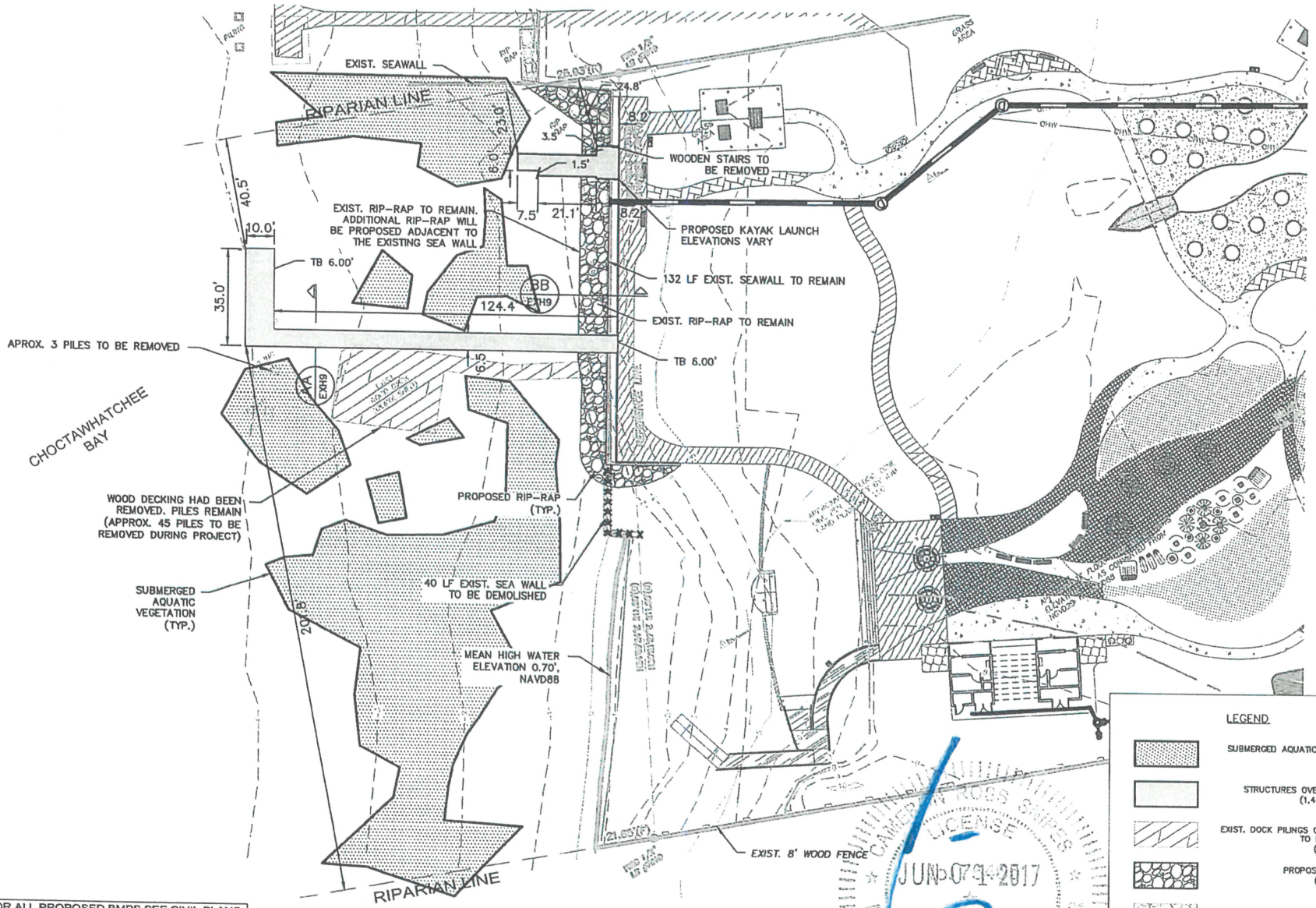
Land Planners
FL LC0000364
1211 Metropolitan Rd ▮ Tallahassee, FL 32308
850 391 0360 ▮ Fax 850 385 1010 ▮ www.woodandpartners.com

0 40' 80' 160'
SCALE: 1" = 80'

NORTH

DATE 06.01.17
PROJECT NUMBER 02-16010
SHEET TITLE OVERALL SITE PLAN

DRAWN BY BB
CHECKED BY SK
SHEET NUMBER EXH6



NOTE: FOR ALL PROPOSED BMPS SEE CIVIL PLANS.

PLAN IS SUBJECT TO CHANGE.

JUN 07 2017

PREPARED FOR:
The Trust for Public Land
306 North Monroe Street
Tallahassee, FL 32303

PERMIT DRAWINGS
LEONARD DESTIN PARK

DESTIN, FLORIDA

#	REVISION	DATE	BY

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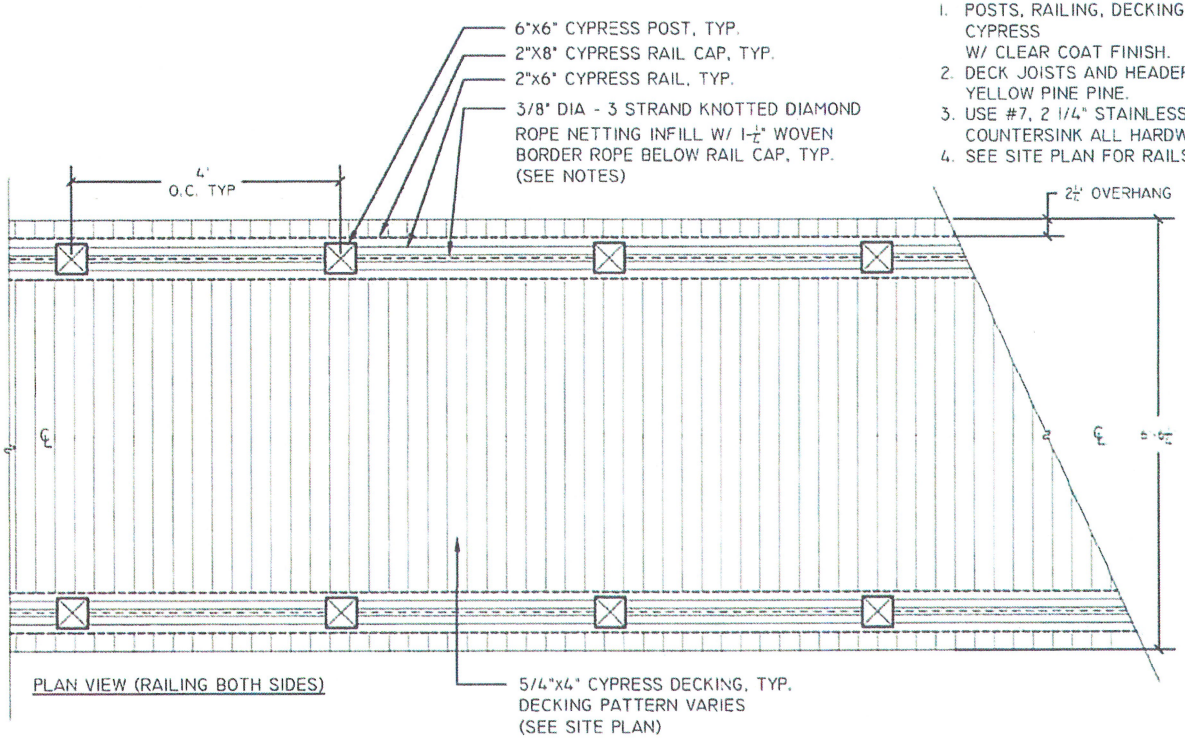
1211 Miccosukee Rd.ll Tallahassee, FL 32308
850.331.0360 ll Fax 850.385.1010 ll www.woodandpartners.com

DATE
02.8.17
PROJECT NUMBER
02-16010
SHEET TITLE
BOARDWALK AND PIER PLAN

DRAWN BY: WC
CHECKED BY: CRS
SHEET NUMBER
EXH7

NOTES:
1. POSTS, RAILING, DECKING AND FASCIA TRIM TO BE CYPRESS W/ CLEAR COAT FINISH.
2. DECK JOISTS AND HEADERS TO BE PT, #2 SOUTHERN YELLOW PINE PINE.
3. USE #7, 2 1/4" STAINLESS STEEL FASTENERS. COUNTERSINK ALL HARDWARE 1/4".
4. SEE SITE PLAN FOR RAILS AND BUMPER LOCATIONS.



1 / EXH8 PIER PLAN

REGISTERED LANDSCAPE ARCHITECT
MARK L. BAKER
LA6666706
STATE OF FLORIDA

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Tallahassee, FL 32303

PERMIT DRAWINGS

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DESTIN, FLORIDA

Wood+Partners Inc. WPi
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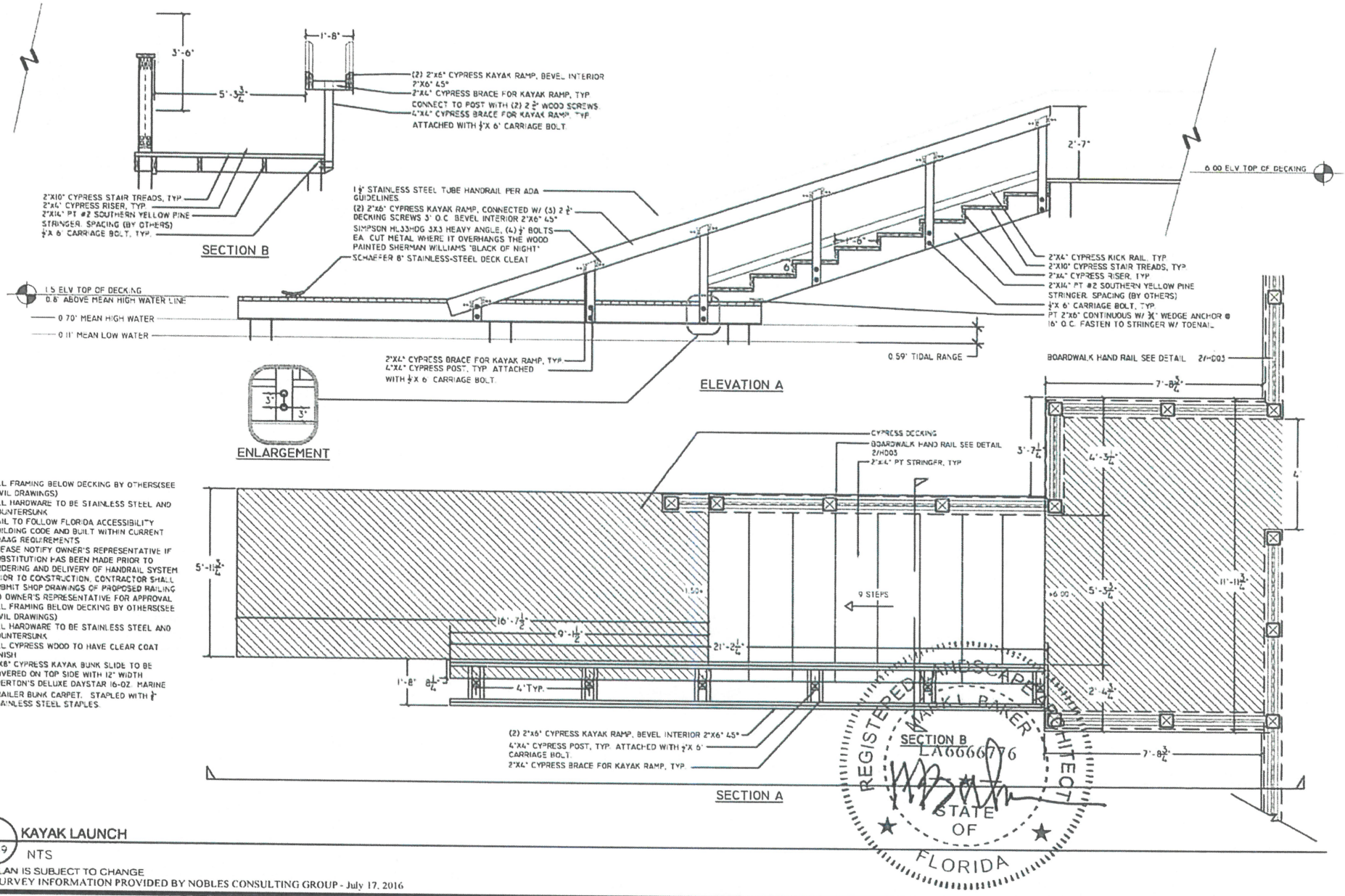
REVISION	DATE	BY

DATE 06.01.17
DRAWN BY BB
CHECKED BY SK
PROJECT NUMBER 02-16010
SHEET TITLE PIER DECKING DETAILS
SHEET NUMBER EXH8



NOTE:

1. ALL FRAMING BELOW DECKING BY OTHERS(SEE CIVIL DRAWINGS)
2. ALL HARDWARE TO BE STAINLESS STEEL AND COUNTERSUNK
3. RAIL TO FOLLOW FLORIDA ACCESSIBILITY BUILDING CODE AND BUILT WITHIN CURRENT ADAAG REQUIREMENTS
4. PLEASE NOTIFY OWNER'S REPRESENTATIVE IF SUBSTITUTION HAS BEEN MADE PRIOR TO ORDERING AND DELIVERY OF HANDRAIL SYSTEM
5. PRIOR TO CONSTRUCTION, CONTRACTOR SHALL SUBMIT SHOP DRAWINGS OF PROPOSED RAILING TO OWNER'S REPRESENTATIVE FOR APPROVAL
6. ALL FRAMING BELOW DECKING BY OTHERS(SEE CIVIL DRAWINGS)
7. ALL HARDWARE TO BE STAINLESS STEEL AND COUNTERSUNK
8. ALL CYPRESS WOOD TO HAVE CLEAR COAT FINISH
9. 2"X8" CYPRESS KAYAK BUNK SLIDE TO BE COVERED ON TOP SIDE WITH 12" WIDTH OVERTON'S DELUXE DAYSTAR 16-OZ. MARINE TRAILER BUNK CARPET. STAPLED WITH ½" STAINLESS STEEL STAPLES.

1 / EXH9 KAYAK LAUNCH

NTS

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Tallahassee, FL 32303

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DATE 06.01.17

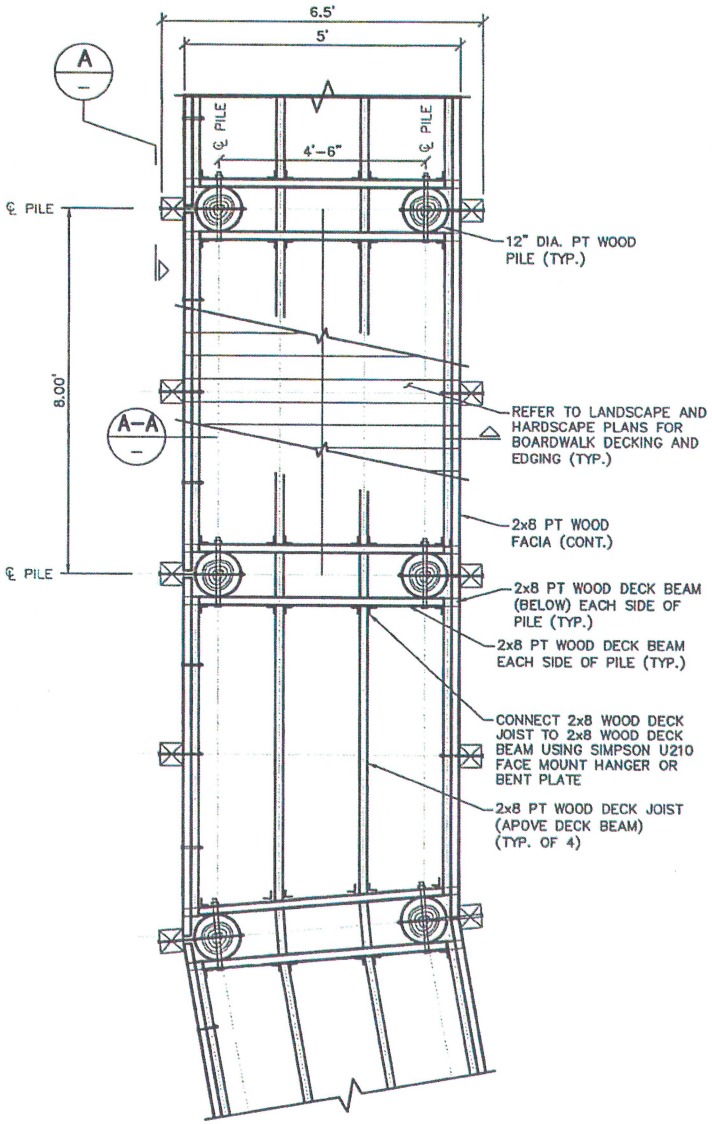
DRAWN BY: BB

CHECKED BY: SK

PROJECT NUMBER 02-16010

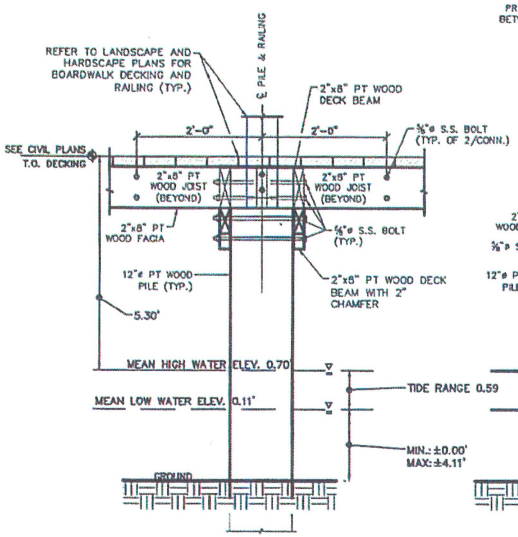
SHEET TITLE KAYAK LAUNCH DETAILS

SHEET NUMBER EXH9



TYPICAL BOARDWALK PLAN VIEW

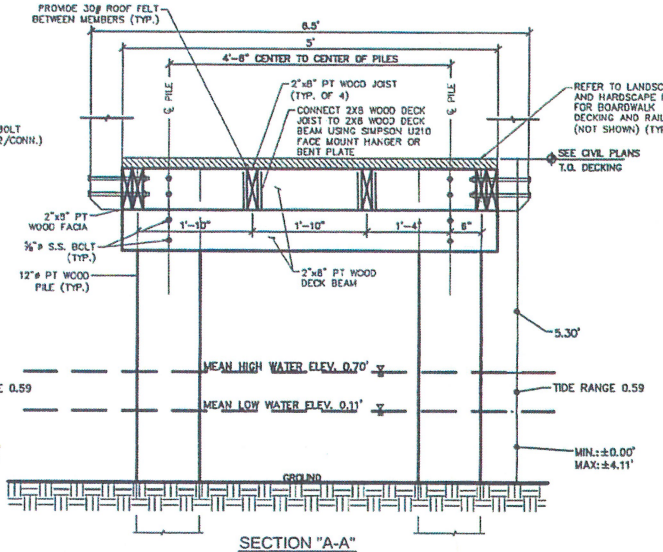
SCALE: N.T.S



VIEW "A"

TYPICAL BOARDWALK ELEVATION OVER WATER

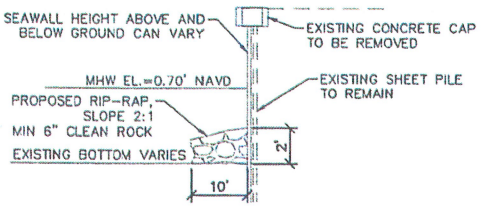
SCALE: N.T.S.



SECTION "A-A"

TYPICAL BOARDWALK SECTION OVER WATER

SCALE: N.T.S.



SECTION "B-B"

TYPICAL SEAWALL SECTION

SCALE: N.T.S.

PLAN IS SUBJECT TO CHANGE.

PREPARED FOR:
The Trust for Public Land
306 North Monroe Street
Tallahassee, FL 32303

THE TRUST FOR PUBLIC LAND

PERMIT DRAWINGS
LEONARD DESTIN PARK

DESTIN, FLORIDA

#	REVISION	DATE	BY

Wood+Partners Inc. WPi
Landscape Architects
Land Planners
FL LC0000364
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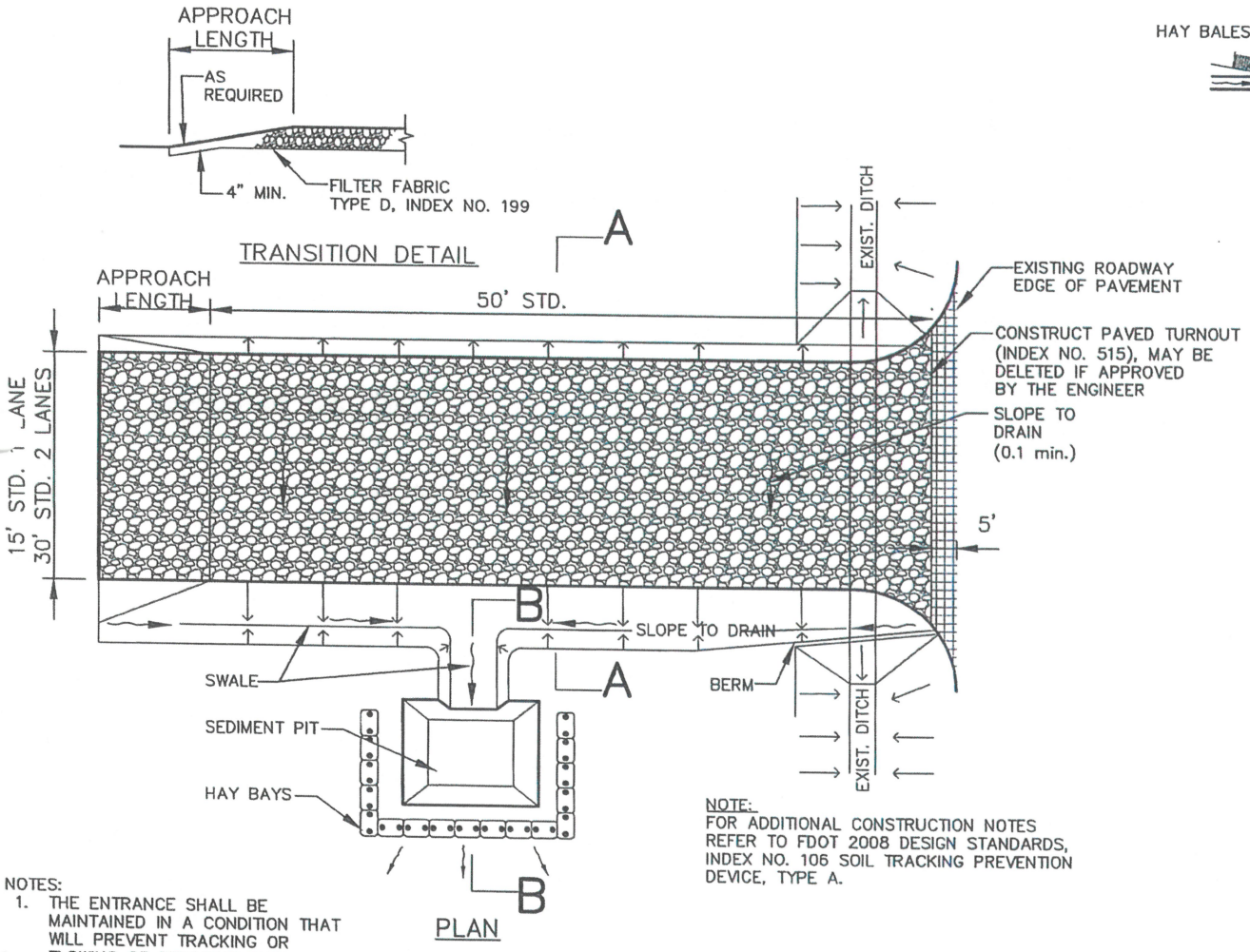
850.391.0360 Fax 850.386.1010 www.woodandpartners.com

DATE
02.8.17
PROJECT NUMBER
02-16010
SHEET TITLE
STRUCTURAL DETAILS

DRAWN BY: WC
CHECKED BY: CRS
SHEET NUMBER
EXH10



NOTES:

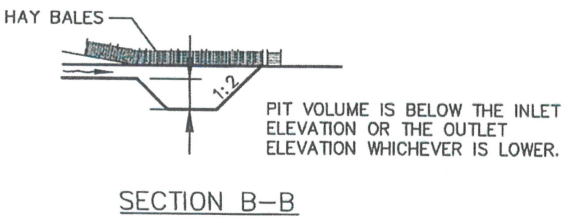
1. THE ENTRANCE SHALL BE MAINTAINED IN A CONDITION THAT WILL PREVENT TRACKING OR FLOWING OF SEDIMENT ONTO PUBLIC RIGHTS- OF-WAY. THIS MAY REQUIRE TOP DRESSING, REPAIR AND/OR CLEANOUT OF ANY MEASURES USED TO TRAP SEDIMENT.
2. WHEN NECESSARY, WHEELS SHALL BE CLEANED PRIOR TO ENTRANCE ONTO PUBLIC RIGHT-OF-WAY
3. WHEN WASHING IS REQUIRED, IT SHALL BE DONE ON AN AREA STABILIZED WITH CRUSHED STONE THAT DRAINS INTO AN APPROVED SEDIMENT TRAP OR SEDIMENT BASIN.

NOTE:
FOR ADDITIONAL CONSTRUCTION NOTES REFER TO FDOT 2008 DESIGN STANDARDS, INDEX NO. 106 SOIL TRACKING PREVENTION DEVICE, TYPE A.

SOIL TRACKING PREVENTION DEVICE

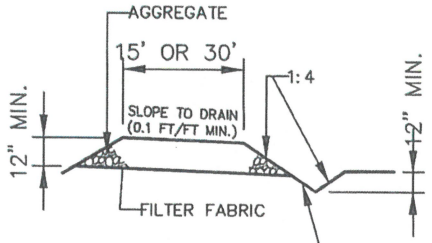
N.T.S.

FIGURE 1



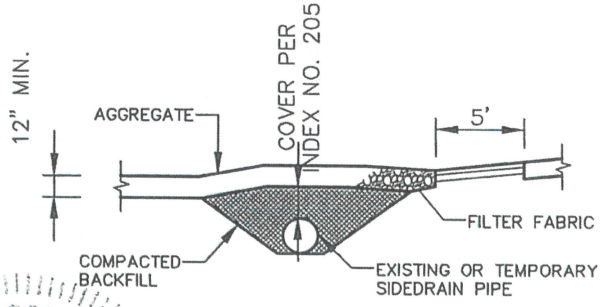
PIT VOLUME IS BELOW THE INLET ELEVATION OR THE OUTLET ELEVATION WHICHEVER IS LOWER.

SECTION B-B



SECTION A-A

TO BE STABILIZED AS REQUIRED BASED ON FLOW AND GRADE



RURAL CONNECTION DETAIL

PLAN IS SUBJECT TO CHANGE.

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306 North Monroe Street
Tallahassee, FL 32303

PERMIT DRAWINGS
LEONARD DESTIN PARK

DESTIN, FLORIDA

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Land Planners
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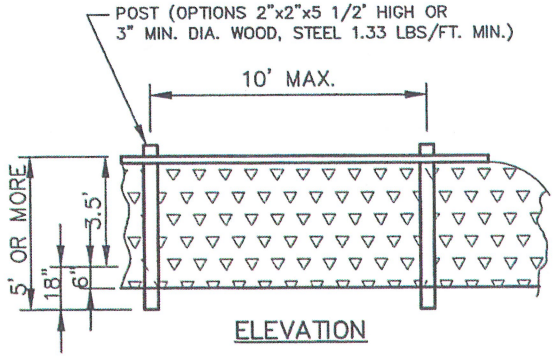
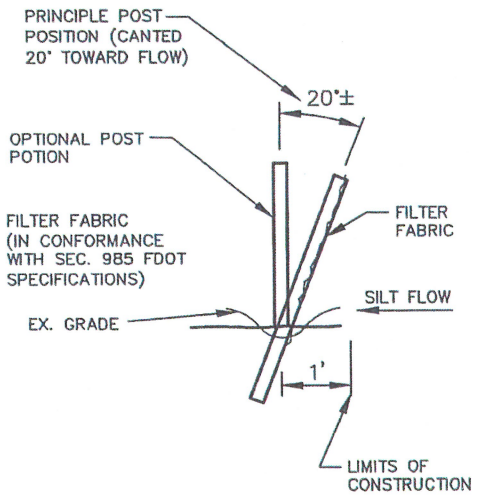
CAMERON BOSS SNIPES LICENSE NO. 75465 STATE OF FLORIDA PROFESSIONAL ENGINEER JUN 2017

DATE
02.8.17
PROJECT NUMBER
02-16010
SHEET TITLE
SWPPP DETAILS

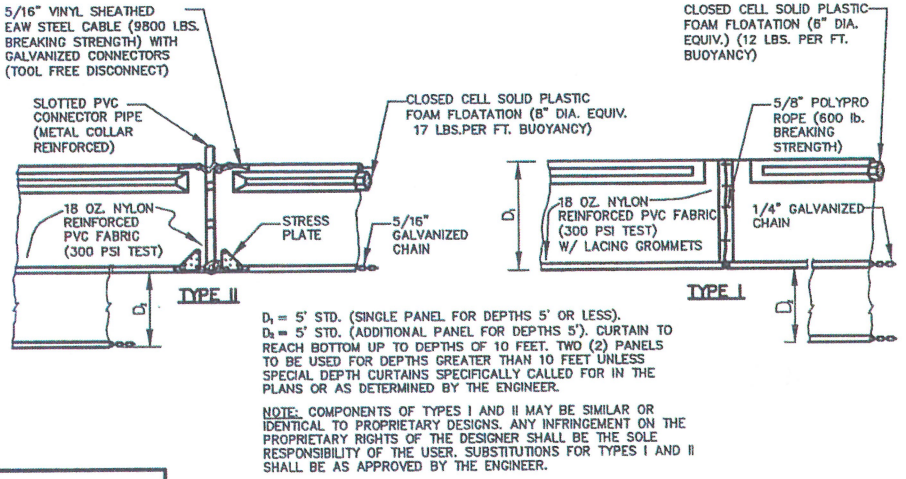
DRAWN BY: WC
CHECKED BY: CRS
SHEET NUMBER
EXH11





SEDIMENT BARRIER
N.T.S.

FIGURE 2

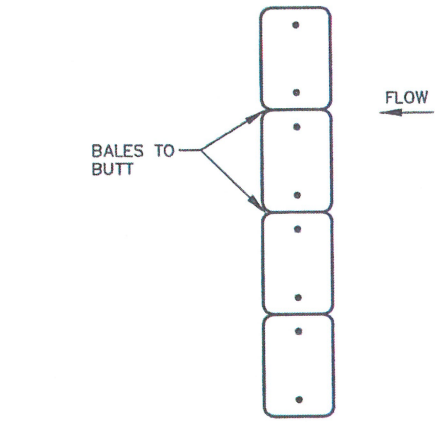


D_1 = 5' STD. (SINGLE PANEL FOR DEPTHS 5' OR LESS).
D_2 = 5' STD. (ADDITIONAL PANEL FOR DEPTHS 5'). CURTAIN TO REACH BOTTOM UP TO DEPTHS OF 10 FEET. TWO (2) PANELS TO BE USED FOR DEPTHS GREATER THAN 10 FEET UNLESS SPECIAL DEPTH CURTAINS SPECIFICALLY CALLED FOR IN THE PLANS OR AS DETERMINED BY THE ENGINEER.

NOTE: COMPONENTS OF TYPES I AND II MAY BE SIMILAR OR IDENTICAL TO PROPRIETARY DESIGNS. ANY INFRINGEMENT ON THE PROPRIETARY RIGHTS OF THE DESIGNER SHALL BE THE SOLE RESPONSIBILITY OF THE USER. SUBSTITUTIONS FOR TYPES I AND II SHALL BE AS APPROVED BY THE ENGINEER.

FLOATING TURBIDITY BARRIERS
N.T.S.

FIGURE 4



PLAN
N.T.S.

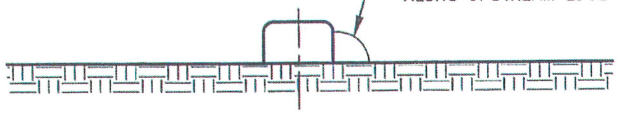


FIGURE 3

PLAN IS SUBJECT TO CHANGE.

PREPARED FOR:
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306 North Monroe Street
Tallahassee, FL 32303

PERMIT DRAWINGS
LEONARD DESTIN PARK

DESTIN, FLORIDA

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FL LC0000364
1211 Miccosukee Rd. Tallahassee, FL 32308
850.351.0360 Fax 850.386.1010 www.woodandpartners.com

DATE
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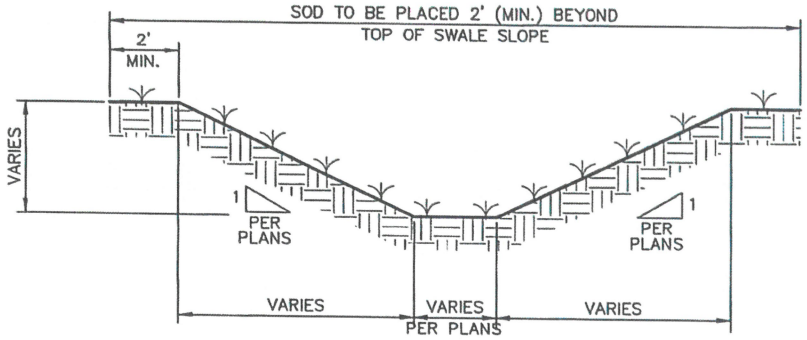
PROJECT NUMBER
02-16010
SHEET TITLE
SWPPP DETAILS

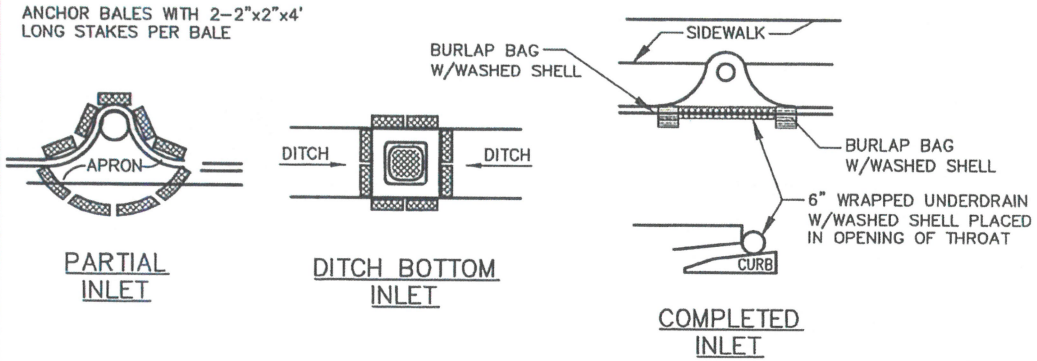
DRAWN BY: WC
CHECKED BY: CRS
SHEET NUMBER
EXH12



TYPICAL SWALE SECTION

N.T.S.

FIGURE 5



PARTIAL INLET

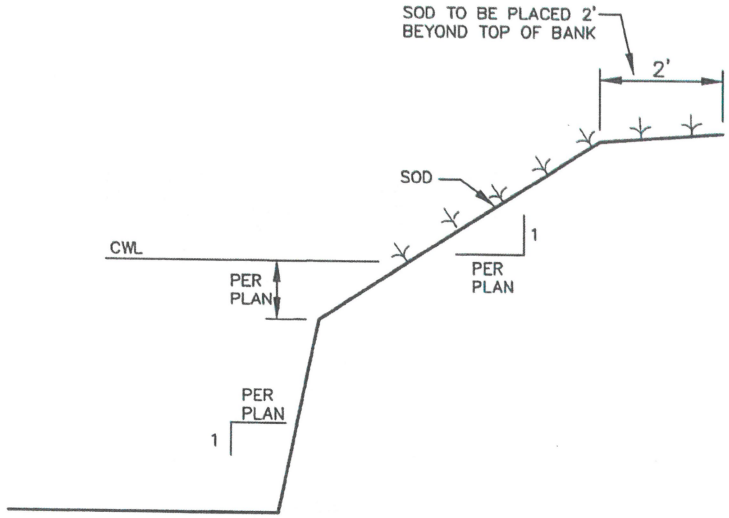
DITCH BOTTOM INLET

COMPLETED INLET

PROTECTION AROUND INLETS OR SIMILAR STRUCTURES

N.T.S.

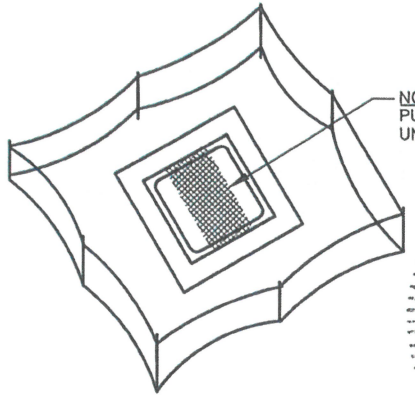
FIGURE 7

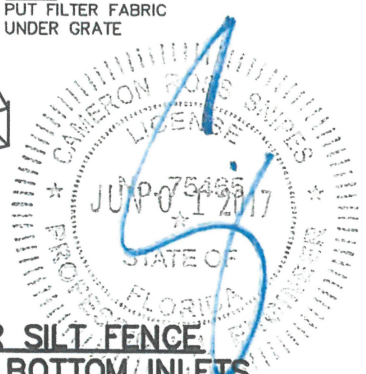


TYPICAL RETENTION/DETENTION POND SECTION

N.T.S.

FIGURE 6





STAKED SILT BARRIER OR SILT FENCE PROTECTION AROUND DITCH BOTTOM INLETS

N.T.S.

FIGURE 8

PLAN IS SUBJECT TO CHANGE.

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Tallahassee, FL 32303

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LEONARD DESTIN PARK

DESTIN, FLORIDA

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DATE
02.8.17
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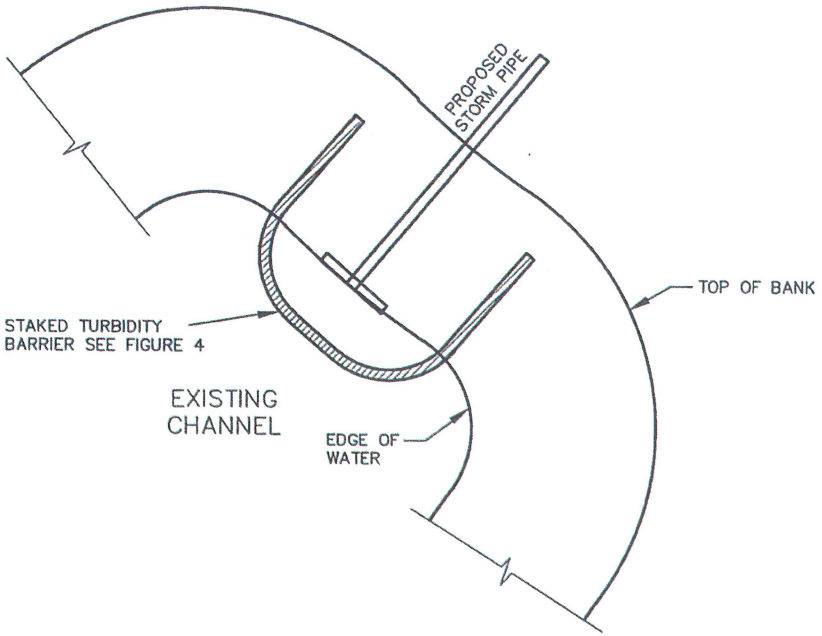
02-16010
SHEET TITLE
SWPPP DETAILS

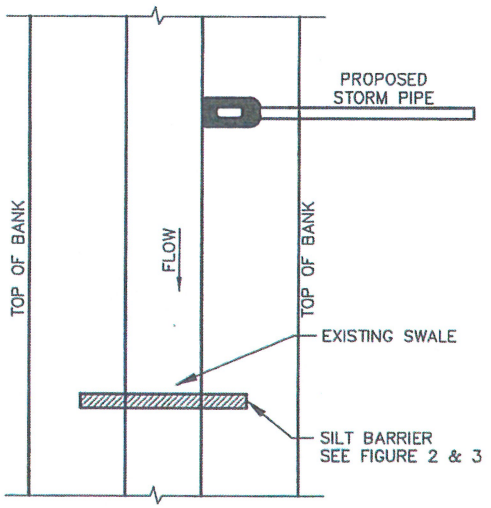
DRAWN BY: WC
CHECKED BY: CRS
SHEET NUMBER
EXH13



FLOATING TURBIDITY BARRIER AT CONNECTION OF STORM PIPE TO EXISTING LAKE

N.T.S.

FIGURE 9



SILT BARRIER AT CONNECTION OF STORM PIPE TO EXISTING SWALE

N.T.S.

FIGURE 10

CAMERON LOSS SNIPES
LICENSE
No. 75465
JUN 01 2017
STATE OF
FLORIDA
PROFESSIONAL ENGINEER

PLAN IS SUBJECT TO CHANGE.

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306 North Monroe Street
Tallahassee, FL 32303

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1211 Miccosukee Rd. Tallahassee, FL 32308
850.391.0350 Fax 850.386.1010 www.woodandpartners.com

DATE
02.8.17
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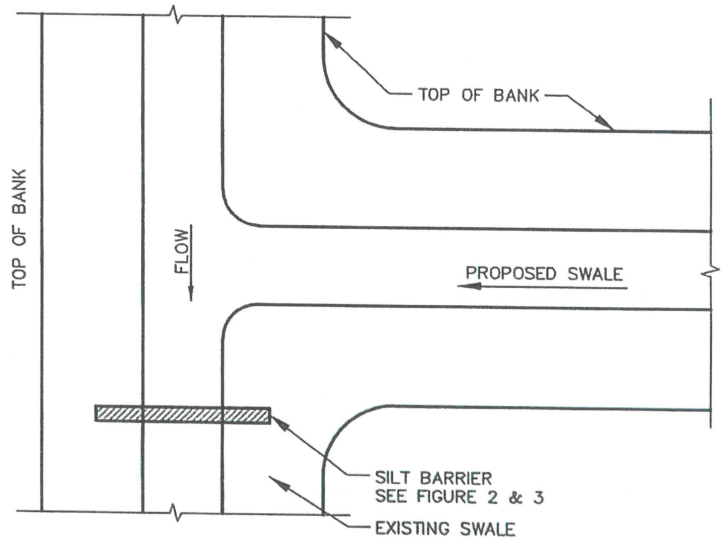
02-16010
SHEET TITLE
SWPPP DETAILS

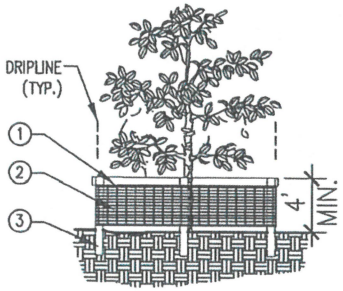
DRAWN BY: WC
CHECKED BY: CRS
SHEET NUMBER
EXH14



SILT BARRIER AT CONNECTION OF SWALE TO EXISTING SWALE

N.T.S.

FIGURE 11



1. 1" X 4" STRINGER
2. 4' HEIGHT "PERIMETER PLUS" CONSTRUCTION FENCE BY CONWED PLASTICS OR OWNER'S REPRESENTATIVE APPROVED EQUAL. SUBMIT PRODUCT INFORMATION FOR APPROVAL PRIOR TO INSTALLATION.
3. 2" x 4" PRESSURE TREATED WOOD POSTS OR 2" DIAMETER OR LARGER PIPE.

INSTALLATION NOTES:

A. POSTS SHALL BE DEEP ENOUGH IN THE GROUND TO BE STABLE AND TO EXTEND TO A MINIMUM HEIGHT OF 4' ABOVE THE GROUND.
B. SPACE POSTS EVERY 6' (MIN.) TO 8' (MAX.).
C. ONE 1" X 4" STRINGER BETWEEN ALL POSTS. SECURE FENCING TO POST WITH NYLON CABLE TIES (AVAILABLE FROM CONWED PLASTICS). WOOD STRIPS MAY BE ALSO BE USED TO PROVIDE ADDITIONAL SUPPORT AND PROTECTION BETWEEN TIES AND POSTS.
D. CRITICAL PROTECTION ZONE (CPZ) IS DETERMINED BY THE AREA WITHIN THE CIRCLE DESCRIBE BY A RADIUS OF ONE FOOT FOR EACH INCH OF THE TREE'S DIAMETER AT BREAST HEIGHT.
E. ANY DAMAGE TO TREE PROTECTION SHALL BE CORRECTED IMMEDIATELY. NO ADDITIONAL PAYMENT.

NOTE: IF WIRE TIES ARE USED, AVOID DIRECT CONTACT WITH FENCE. WIRE MAY DAMAGE FENCE OVER TIME.

TREE PROTECTION

N.T.S.

FIGURE 12

PLAN IS SUBJECT TO CHANGE.

PREPARED FOR:
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DESTIN, FLORIDA

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CAMERON ROSS SNIPES LICENSE No. [illegible] STATE OF FLORIDA PROFESSIONAL ENGINEER
JUN 07 2017

DATE
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SWPPP DETAILS

DRAWN BY: WC
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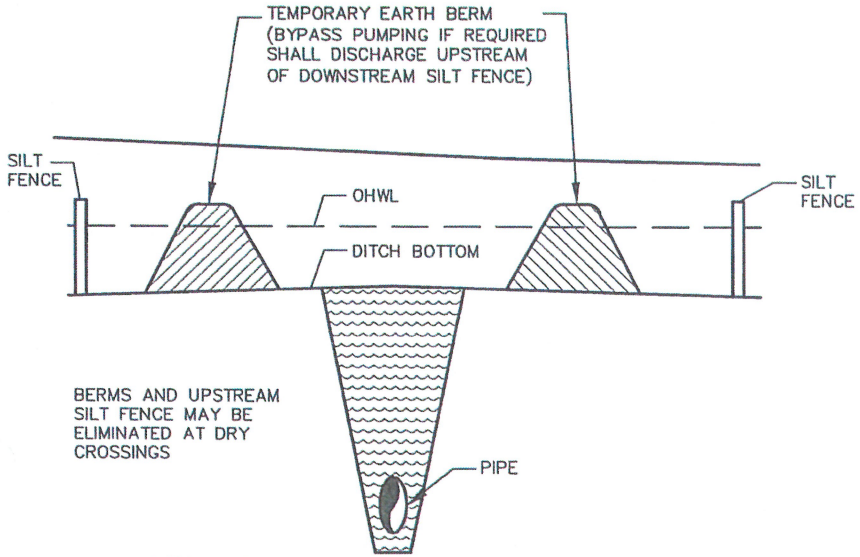
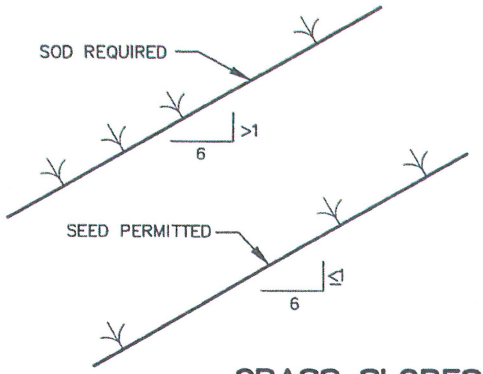
SHEET NUMBER
EXH15



UNDERGROUND PIPE CROSSING

N.T.S.

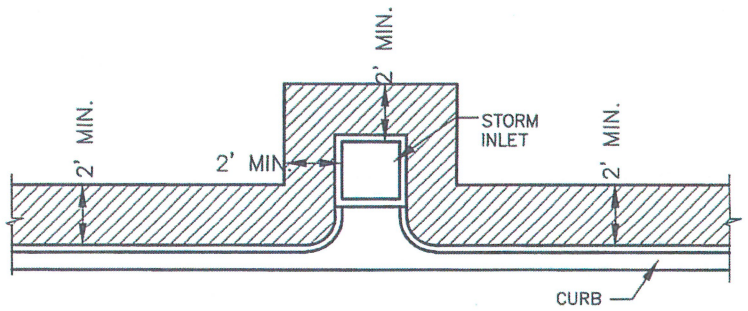
FIGURE 13



GRASS SLOPES

N.T.S.

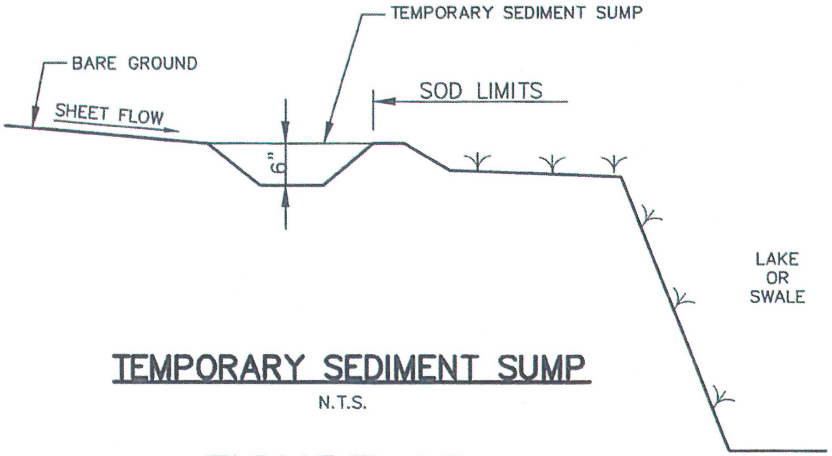
FIGURE 14



SOD ALONG CURB AND AROUND INLET

N.T.S.

FIGURE 15



TEMPORARY SEDIMENT SUMP

N.T.S.

FIGURE 16

CAMERON ROSS SNIPES
LICENSE
No. 75465
STATE OF FLORIDA
JUN 0 1 2017
PROFESSIONAL ENGINEER

PLAN IS SUBJECT TO CHANGE.

PREPARED FOR:
The Trust for Public Land
306 North Monroe Street
Tallahassee, FL 32303

PERMIT DRAWINGS
LEONARD DESTIN PARK

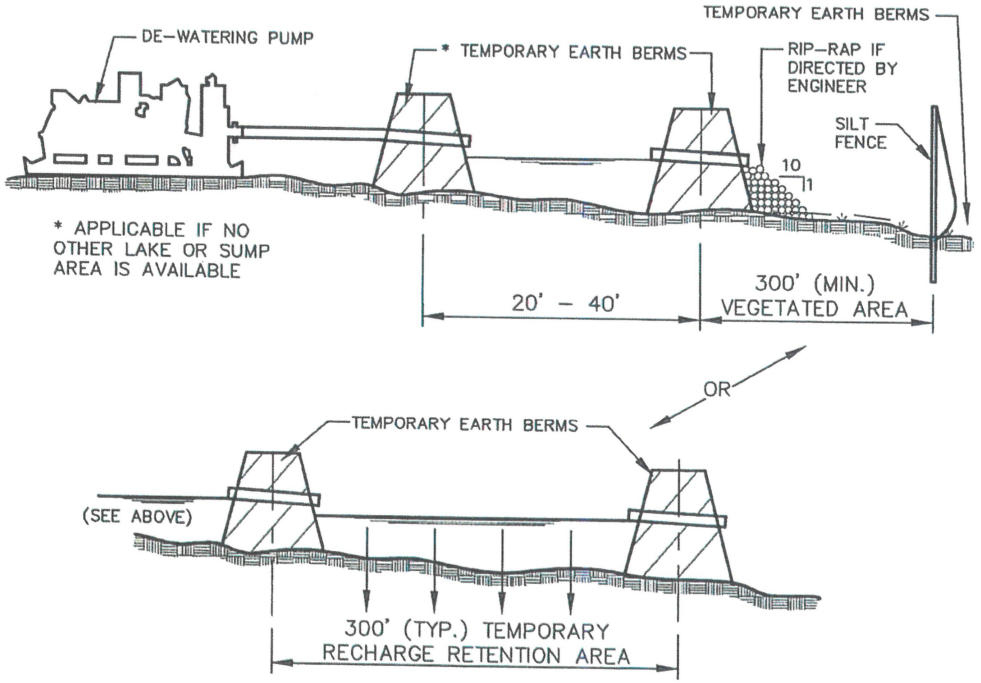
DESTIN, FLORIDA

#	REVISION	DATE	BY

Wood+Partners Inc. WPi
Landscape Architects
Land Planners
FL LC0000384
1211 Miccosukee Rd. Tallahassee, FL 32308
850.391.0360 Fax 850.386.1010 www.woodandpartners.com

DATE
02.8.17
PROJECT NUMBER
02-16010
SHEET TITLE
SWPPP DETAILS

DRAWN BY: WC
CHECKED BY: CRS
SHEET NUMBER
EXH16



TYPICAL DE-WATERING DISCHARGE PLAN

N.T.S.

FIGURE 17

CAMERON ROSS SNIPES LICENSE No. 76465 STATE OF FLORIDA PROFESSIONAL ENGINEER JUN 0[illegible] 2017

PLAN IS SUBJECT TO CHANGE.

PREPARED FOR:
The Trust for Public Land
306 North Monroe Street
Tallahassee, FL 32303

PERMIT DRAWINGS
LEONARD DESTIN PARK

DESTIN, FLORIDA

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02.8.17
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SHEET TITLE
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DRAWN BY: WC
CHECKED BY: CRS
SHEET NUMBER
EXH17

5 pages
0351277-001-EM46
DEPARTMENT OF ENVIRONMENTAL PROTECTION
PERMIT
STATE OF FLORIDA

STORMWATER MANAGEMENT SYSTEM

MAINTENANCE MANUAL

FOR

CAPTAIN LEONARD DESTIN PARK

CITY OF DESTIN, FLORIDA

I. POND MAINTENANCE

A. Removal of Aquatic Weeds

Whenever practical, undesirable weeds and floating aquatics shall be removed manually from the pond areas. This will allow for the effective control of aquatic weed invasion and minimal disturbance to both planted and desirable naturally recruited species within the ponds.

B. Chemical Weed Control

Application of chemicals shall only be used as a last resort in controlling noxious and aquatic weeds. Any herbicides or pesticides shall be applied in accordance with the manufacturer's recommendations and as approved by a State licensed pest control advisor. Limited applications of weed control chemicals shall be performed in such a manner as to not adversely affect the desirable plant species within the ponds.

C. Algae Control

To minimize the potential for pond algae blooms, fertilization practices should follow Florida Cooperative Extension Service recommendations and be kept to the minimum necessary to maintain adequate plant growth and development.

Copper sulfate, commonly used to control algae, shall include chelating agents. Chelated copper sulfate results in lower copper residue, requires lower application concentrations, and furnishes longer periods of control than copper sulfate.

II. SWALE MAINTENANCE

A. Maintenance of Grassed Areas

Once sodded/seeded and established, all grassed/maintained areas shall be mowed regularly and maintained free from bare earth conditions to prevent the potential for erosion. This item does not apply to areas of the project proposed to be left in native condition (outside of traditional landscaped areas). Grass clippings shall be collected and disposed of properly. Clippings shall not be disposed of in surface waters or wetland areas.

Owner shall regrade swale/retention areas as required to maintain approved design cross-sections, lines, and grade.

III. OPERATION INSPECTIONS

Operation inspections shall be conducted annually to assure that the stormwater management system functions as designed. Spot inspections following rainstorm events of ½" or greater may also be periodically warranted.

The following features of the stormwater management system should be inspected during each

visitation. An inspection report form is provided in the back of this manual.

A. Vegetation

The need for vegetation removal or spraying should be determined. Grassed areas such as swales and pond banks should also be inspected to determine the need for mowing, reseeding or fertilization.

B. Discharge Structures

System discharge control structures should be inspected to ensure that no obstructions to flow (i.e., debris) exist that would reduce the release rate of the system. The structural condition of the control boxes or weirs should also be inspected for evidence of seepage, settlement, or concrete deterioration. Sediment deposits located in the vicinity of control structures as well as scouring conditions at discharge locations should be routinely noted.

C. Swale Detention Areas

Swale detention areas designed to temporarily detain stormwater during a rainfall event should be inspected to assure that they are kept mowed and free from stagnant water conditions.

D. Conveyance System

The conveyance system, which includes storm sewer piping, inlets, and junction boxes, should be inspected for structural and functional integrity. Evidence of seepage, restricted flow, or turbid discharges should be noted. Structures with sediment sumps should be cleaned annually with proper disposal of collected sediments.

E. Pond Areas

Pond and lake inspections should include a general review of conditions with respect to algae and plant growth. Bank slopes should be inspected for signs of erosion, settlement, and slope failure. Where applicable, pond dikes and levees should be inspected for indications of settlement or breaks. Excess sediment deposits should be noted and all floating debris should be removed.

F. Fill Areas

Areas which have been filled and stabilized adjacent to any portion of the stormwater management system should be inspected for evidence of settlement, erosion or slope failure.

CHECK LIST

OPERATION AND MAINTENANCE INSPECTION RECORD
STORMWATER MANAGEMENT SYSTEM

Name of Project: _____

Project Location: _____

Type of Inspection: _____

Date of Inspection: _____

Anticipated Operation: Satisfactory _____

Unsatisfactory _____

ITEM	CONDITION		RECOMMENDED MAINTENANCE (If Required)
	ACCEPTABLE	UNACCEPTABLE	
1. Aquatic Weeds			
2. Discharge Structures			
3. Grassed Areas			
4. Conveyance System			
5. Pond Areas			
6. Fill Areas			

REMARKS:

_____
Signature of Inspector

_____

Name of Organization Being Represented

First Name	James
Last Name	Green
Home Address	824 N Lakeside Dr
City	Destin
State	FL
Zip	32541
Phone	8502595308
Email	destinfisherman@yahoo.com
Business Name	American Spirit
Business Address	116 Harbor Blvd
City	Destin
State	FL
Zip	32541
Brief description of education and experience:	High School Graduate Some Collage 100 ton Master (Captain License) Have operated the "American Spirit" for over 10 years
How long have you lived in Destin?	37 years
Are you currently a resident of Destin?	Yes
Are you a registered voter in Okaloosa County?	Yes
Do you currently hold a public office?	No
Have you ever been convicted of a felony?	No

If you have been convicted of a felony, please explain and provide date(s).	*Field not completed.*
List any city boards or committees you are currently a member of.	Harbor CRA Advisory Committee
Select the board or committee you are interested in serving on.	Harbor & Waterways Board
List your qualifications to serve on the selected board or committee.	Lifelong fisherman from Destin. President of the Destin Charter Boat Association
What do you consider the purpose of this board/committee to be?	Work on developing practices and projects to improve the enjoyment of Destin Waterways
What would you like to see this board/committee accomplish?	Improved water quality, a cleaner harbor, responsible development and improvement along Destin's shorlines and waterways
If you have discussed this application with any member(s) of the Destin City Council, please identify them.	Councilmember Braden

BY CHECKING THE ELECTRONIC SIGNATURE VERIFICATION BOX BELOW, I INDICATE MY DESIRE TO SERVE THE CITY OF DESTIN IN A VOLUNTARY CAPACITY AS A MEMBER OF ONE OF ITS BOARDS, COMMITTEES, PANELS OR COMMISSIONS. I ALSO CONFIRM MY UNDERSTANDING OF THE MEETING TIMES AND ATTENDANCE REQUIREMENTS, AND WHERE APPLICABLE, THE REQUIREMENT TO FILE AN ANNUAL FINANCIAL DISCLOSURE FORM (FORM 1). I UNDERSTAND THAT I WILL BE REQUIRED TO FILE THIS FORM ANNUALLY IF SELECTED AS A MEMBER OF THE LOCAL PLANNING AGENCY OR BOARD OF ADJUSTMENT. INITIAL FILING WILL BE REQUIRED WITHIN 30 DAYS OF APPOINTMENT; FOLLOWING THAT, I WILL BE NOTIFIED BY MAIL BY THE COMMISSION ON ETHICS OR THE SUPERVISOR OF ELECTIONS OFFICE.

Signature	Electronic Signature Verification
Date	11/1/2018

Email not displaying correctly? View it in your browser.