

**REGULAR MEETING
DESTIN CITY COUNCIL
NOVEMBER 28, 2022
ANNEX COUNCIL CHAMBERS
6:00 PM**

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

CALL TO ORDER

*** INVOCATION (Pastor David J. Butler - Faith Assembly Christian Church)**

PLEDGE OF ALLEGIANCE

APPRECIATION TO OUTGOING CITY COUNCIL MEMBERS

INAUGURATION OF INCOMING MAYOR AND CITY COUNCIL MEMBERS

ELECTION OF MAYOR PRO TEM

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

- 1. PROCLAMATIONS / RECOGNITIONS / SPECIAL / **PUBLIC PRESENTATIONS / ANNOUNCEMENTS**
- 2. PUBLIC COMMENTS (Section 5 - Public Hearings has separate public comments time for these items)** (Note: Individual speakers will be limited to 3 minutes. At the discretion of the mayor, this 3 minute allowance may be adjusted depending on the level of business coming before the City Council)
- 3. *** CONSENT AGENDA**
 - A. Miscellaneous Road Striping Services, authorization to renew contract
 - B. Miscellaneous Concrete Services, authorization to renew contract
 - C. Capital Project Status
 - D. Operations Financial Report
 - E. Approval of minutes of October 17, 2022 Regular City Council Meeting
 - F. Draft Minutes of Boards and Committee Meetings
- 4. CITY MANAGER REPORTS**
 - A. Announcements
- 5. PUBLIC HEARINGS**
 - A. Second reading of Ordinance 22-17-CC - Post Certificate of Occupancy Building Inspections Ordinance
 - B. Second reading of Ordinance 22-20-CN - an ordinance of the City of Destin, Florida approving the form and authorizing execution and delivery of an amended interlocal agreement between the city and Okaloosa County to facilitate the city's acquisition of certain beach property and the development or redevelopment of such property for public recreation and tourism purposes, and to establish the respective financial obligations of the city and county associated therewith.

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

A. Councilmember Matthew Sweetser

B. Councilmember Torey Geile

1. Staffing vacancies and needs for the Visioning Session

C. Councilmember Destin

D. Councilmember Bagby

E. Councilmember Hebert

F. Councilmember King

G. Councilmember Schmidt

1. Proposed RFQ for Post Certificate of Occupancy Building Inspections

2. Electric Bicycles on Sidewalks

3. Public Information Officer Job Opening

H. Mayor Bobby Wagner

I. Land Use Attorney

J. City Attorney

1. Request to call an executive session in the case of *Brenden Johnson v. City of Destin, et al*, Okaloosa County Circuit Court Case Number 2020 CA 003168 F

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

8. ADJOURN

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

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

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

If a person decides to appeal any decision made by the Council with respect to any matter considered at this meeting, he/she may need a record of the proceedings, and for such purpose, he/she may need to ensure that

verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. FS 286.0105.

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

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

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: November 28, 2022

TYPE OF AGENDA ITEM: Consent Agenda

AGENDA OUTLINE NUMBER: 3.A.

TO: City Council

THRU: Lance Johnson, City Manager
Webb Warren, Deputy City Manager
Krystal Strickland, Finance Director
Kyle Bauman, City Attorney

FROM: Michael Burgess, Public Services Director

DATE: 10/24/2022

SUBJECT: Miscellaneous Road Striping Services, authorization to renew contract

I. BACKGROUND: The Public Works Department has limited road striping installation equipment and is not equipped to perform major road striping projects. For these more comprehensive projects, it is necessary to outsource the work to vendors who have the equipment and manpower.

II. DISCUSSION: The signing of this contract renewal by the City in no way guarantees the City will, nor obligates the City to expend its funds. It merely authorizes the City to utilize the contractor if funds are allocated by Council. The original contract is provided as ATT1 and the 1-year extension as ATT2. This renewal represents the second of four possible renewals.

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

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

B. Effect on Budget (EOB): Below is the list of projects that may include restriping. Any budgeted work orders in excess of \$35,000 will be brought first to council for approval before granting a notice to proceed.

PROJECT NAME	ADOPTED BUDGET
STORMWATER INFRASTRUCTURE	1,135,133
BEACH ACCESS IMPRV BOCC	2,116,030
CROSS-TOWN CONNECTOR	5,540,000
HARBOR BOARDWALK	22,000
PICKLEBALL COURTS	400,000
CLEMENT TAYLOR PARK	764,918
PARKING LOT RR	96,000
R&R ROADS, SIDEWALKS, ST LIGHTS	509,000
TRANSPORTATION RR CAPITL PROJS	542,000
SIBERT-ZERBE PARKING LOT CONSOLIDATION	150,000
GEN PARKING IMPROVEMENTS	250,000
PUBLIC WORKS & SAFETY	100,000
TOTAL USES	11,625,081
FUNDING SOURCE NAME	
PARKING FEES	496,000
OKALOOSA HALF PENNY SURTAX	100,000
GAS TAX#1	509,000
GEN FUND RR	542,000
OKALOOSA BOCC (TRANSPORTATION)	3,300,000
AMERICAN RESCUE PLAN ACT	1,135,133
TDC ILA (12.5%)	893,723
RESTORE GRANT (VIA BOCC)	729,918
OKALOOSA BOCC (BEACH ACCESS)	1,244,307
GEN FUND MATCHING FUNDS	435,000
GAS TAX#2	500,000
MULTI-MODAL FEES	140,000
ROAD IMPACT FEES	1,600,000
TOTAL SOURCES	11,625,081

C. Level of Service (LOS): Improved day- and night-time visibility of lanes, stop bars, crosswalks, etc.

D. Legislative Sponsor:

III. CONCLUSION: This action allows for the City Manager to execute a contract extension for miscellaneous road striping services.

IV. RECOMMENDED MOTION: I move that the City Manager be authorized to execute a contract extension for 1 year with Emerald Coast Striping LLC for miscellaneous road striping services on behalf of the City.

Attachments:

1. ATT1 Emerald Coast Striping LLC,
2020-2021 Misc Road Striping
Contract
2. ATT2 Emerald Coast Striping FY23
Contract Extension

CITY OF DESTIN, FLORIDA

CONTRACT

MISCELLANEOUS ROAD STRIPING CONTINUING SERVICES CONTRACT

On September 8 2020, THE CITY COUNCIL OF THE CITY OF DESTIN, FLORIDA, herein referred to as the "**City**," accepted the bid of Emerald Coast Striping LLC, herein referred to as the "**Contractor**," to supply miscellaneous road striping for City properties. The Contractor's Cost Schedule for the terms of their engagement is included in their entirety by reference at Exhibit "A" and as completely as if incorporated herein.

TERMS AND CONDITIONS OF CONTRACT FOR THE MISCELLANEOUS ROAD STRIPING CONTINUING SERVICES CONTRACT:

1. Entire Contract:

This Contract represents the entire and integrated Contract between the City and Contractor and supersedes all prior negotiations, representations or contracts, either written or oral. Provisions of this Contract may be amended only by written instrument approved by the Destin City Council and signed by the City Manager and Contractor.

2. Intent of Contract:

This Contract is for supplying the City with all applicable road striping work for City properties. The Scope of Work, herein referred to as the **Work**, encompasses the foregoing and all descriptive work components described within Exhibit "A".

3. Term of Contract and Renewals:

This contract will be in effect from October 1, 2020 through September 30, 2021, and is for supplying the City with miscellaneous road striping services. Upon mutual agreement of the parties, this contract may be renewed on a year by year basis up to a total four times.

4. Time for Performance:

The Contractor agrees to provide road striping services for the satisfactory approval and acceptance by the City.

5. Compensation:

All payments upon contract are contingent upon the Contractor's Work being acceptable to the City. For satisfactory completion and acceptance of the Work, the City agrees to pay the Contractor in accordance with the terms of this Contract and the Contractor's Cost Schedule as identified in the Bid Form submitted by the Contractor, as may have been adjusted at the time of contract approval and incorporated herein.

a. Requests for Compensation (Invoices) shall be accompanied by the following:

1. A description of the Work performed and a copy of email (or similar) that initiated said Work;
2. An itemized list of goods or services to include materials, flat fees, billable man-hours with rates, and any other payable items identified in Exhibit "A"; and
3. Dates when these services were performed and the names of Contractor's staff who performed billable Work.

6. Changes in the Work:

The City shall have the right at any time during the progress of the Work to increase or decrease the Work. Promptly after having been notified of a change, the Contractor shall submit an itemized estimate of any costs and/or time increases or savings it foresees as a result of the change. No additions or changes to the Work shall be made except upon written order of the City and the City shall not be liable to Contractor for any increased compensation without such written order.

7. Insurance:

Contractor shall, during the performance of the contract, maintain Worker's Compensation Insurance sufficient to secure benefits of the Florida Workmen's Compensation Law for all employees and any of the work sublet to any vendor or subcontractor, Comprehensive General Liability Insurance, Auto Liability Insurance, Builder's Risk Insurance, all with companies and in the form and amounts acceptable to the City. Said certificates of insurance of contractor are attached hereto and made a part hereof by reference. If any part of the work is sublet, similar insurance shall be provided by and in behalf of any subcontractors.

Evidence of Insurance: Contractor shall provide the City Certificates of Insurance naming the City as an additional insured. All binders, policies, or certificates of insurance shall provide for at least ten days notice from insurers to the City of any cancellation or amendment to any of the insurance policies.

8. Indemnification:

Contractor shall indemnify, defend, save, and hold the City, its agents, officers and employees, harmless of and from any losses, fines, penalties, costs, damages, claims, demands, suits, and liabilities of any nature, including reasonable attorney's fees (including regulatory and appellate fees), arising out of, because of, or due to any accidents arising in any manner on account of the exercise or attempted exercise of Contractor's rights hereunder whether the same regards person or property of any nature whatsoever, regardless of the apportionment of negligence, unless due to the sole negligence of the City.

Contractor shall indemnify, defend, save and hold the City, its agents, officers and employees, harmless of and from and against any and all liens, claims, damages, demands, suits and liabilities, attorney's fees and costs, including appellate attorney's fees and costs, of and for mechanics and materialmen furnishing labor and materials in the performance of this contract.

9. Licensing:

The Contractor shall obtain all permits and maintain at his expense all professional and business certificates and licenses required by law and as necessary to perform services under this Contract. If Contractor performs any Work without obtaining, or contrary to, permits and licenses, Contractor shall bear all costs arising therefrom. The City may waive fees for City controlled permits, but in no instance can the City waive permit requirements nor fees beyond their control.

10. Cancellation:

This contract may be canceled by either party with a thirty-day written notice and is contingent upon the annual appropriation by the City of legally available funds. City's obligation to pay the amount due hereunder in any fiscal year is contingent upon the appropriation by the City Council of legally available funds for the purposes set forth in this contract.

11. Performance of Work/Responsibilities:

For each task, the Contractor will be issued a work order by the City's Public Works Director or

designee. The Public Services Director or designee will issue verbal work orders only in emergency situations. The Contractor shall commence work in a reasonable length of time and shall complete the work in an expeditious manner. In emergency situations, the Contractor shall endeavor to commence work immediately. All work shall be done under the supervision of the City's Public Services Director or designated representative. The performance of Work and responsibilities hereto are outlined and made a part hereof as identified in Exhibit "A".

12. Termination for Default:

The Contract will remain in force for the full period specified and until the City Manager or his designee determines that all requirements and conditions have been satisfactorily met and the City Manager or his designee has accepted the work under the Contract Documents following the initial contract terms and all subsequent contract terms, including warranty and guarantee periods. However, the City Manager will have the right to terminate this Contract sooner if the Contractor has failed to perform satisfactorily the work required or comply with the other requirements of the Contract.

In the event the City Manager decides to terminate this Contract for the Contractor's failure to perform satisfactorily or meet its other responsibilities under the Contract, the City Manager will give the Contractor five (5) days' notice, whereupon the Contract will terminate, unless during the notice period the Contractor cures the failure to perform or meets its other responsibilities under the Contract to the satisfaction of the City Manager.

Upon Contract termination for the Contractor's failure to provide satisfactory contract performance, the Contractor will be entitled to receive compensation for Contract services satisfactorily performed by the Contractor and allocable to the Contract and accepted by the City Manager or his designee prior to such termination. However, an amount equal to all additional costs required to be expended by the City to complete the Work covered by the Contract, including costs of delay in completing the project, shall be either subtracted from any amount due or amount charged to the Contractor in the event the City Manager terminates the Contract.

Except as otherwise directed by the City Manager, or in the case of termination for default (in which event the Contractor may be entitled to cure, at the option of the City Manager), the Contractor shall stop work on the date of receipt of the notice or other date specified in the notice, place no further orders or subcontract for materials, services, or facilities except as are necessary for the completion of such portion of the work not terminated, and terminate all contractor and subcontracts and settle all outstanding liabilities and claims.

In the event that any termination for default shall be found to be improper or invalid by any court of competent jurisdiction, then such termination shall be deemed to have been a termination for convenience.

13. Termination for Convenience:

The performance of work under this Contract may be terminated by the City Manager in whole or in part whenever the City Manager, in their discretion, determines that such termination is in the City's best interest. Any such termination shall be effected by the City Manager giving at least five (5) days' notice to the Contractor, specifying the extent to which performance of the work under this Contract is terminated and the date upon which such termination becomes effective.

As to termination for convenience, after receipt of the date of termination, the Contractor shall stop all work as specified in the notice; place no further orders or subcontract for materials, services, or facilities except as are necessary for the completion of such portion of the Work not terminated; immediately transfer all documentation and paperwork for terminated work to the City; and terminate all contractors and subcontracts

and settle all outstanding liabilities and claims.

14. Disclosure:

Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor to solicit or secure this Contract and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Contractor, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Contract.

15. Miscellaneous:

15.1 Governing Law

The parties intend that this Contract and the relationship of the parties shall be governed by the laws of the State of Florida. Venue for any action arising out of this contract shall be in Okaloosa County Florida and no where else.

15.2 Severability

If any section, subsection, term or provision of this Contract or the application thereof to any party or circumstance shall, to any extent, be invalid or unenforceable, the remainder of said section, subsection, term or provision of this Contract or the application of same to parties or circumstances other than those to which it was held invalid or unenforceable, shall not be affected thereby and each remaining section, subsection, term or provision of this Contract shall be valid or enforceable to the fullest extent permitted by law.

15.3 Sovereign Immunity

The parties further agree, nothing contained herein is intended nor shall be construed to waive the City of Destin's rights and immunities under the Florida constitution, common law or Florida Statutes 768.28, as amended from time to time.

15.4 Construction

The Parties have participated jointly in the negotiation and drafting of this Contract. In the event an ambiguity or question of intent or interpretation arises, this Contract 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 provision of this contract.

15.5 Jury Trial Waiver

CONTRACTOR AND CITY AGREE TO WAIVE THEIR RIGHTS TO A TRIAL BY JURY REGARDING ANY LAWSUIT INVOLVING THE INTERPRATION, CONSTRUCTION, ENFORCEMENT, OR GOVERNANCE OF THIS CONTRACT, AND FOR ANY LAWSUIT RELATED IN ANY WAY TO THIS CONTRACT OR FOR THE WORK PERFORMED PURSUANT TO THIS CONTRACT.

15.6 Attorney's Fees

In any dispute relating to this contract each party shall be responsible for their respective attorney's fees and costs.

15.7 Notices

All notices under the Contract shall be in writing and shall be effective when mailed by certified mail, return

receipt requested, or when delivered personally, as provided hereafter, or to such other addresses as may be designated by notice:

As to the City:

Lance A. Johnson
4200 Indian Bayou Trail
Destin, Florida 32541

As to the Contractor:

Emerald Coast Striping LLC
1901 N East Ave
Panama City, FL 32405

15.8 Public Records

Contractor 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 the contractor 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.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT THE OFFICE OF THE CITY CLERK, (850) 837-4242, 4200 INDIAN BAYOU DRIVE, DESTIN, FLORIDA 32541, rbailey@cityofdestin.com.

IN WITNESS WHEREOF, the City hereunto caused these presents to be subscribed and the Contractor has affixed their name and seal, this the 28TH day of SEPTEMBER, 2020.

ATTEST:

Rey Bailey
City Clerk

SEAL

CITY OF DESTIN

By: Lance A. Johnson
Lance A. Johnson
City Manager

As to Legal Form:



Kyle Bauman, Esq.
City Attorney

Emerald Coast Striping LLC
CONTRACTOR:

By: 

(Signature)

Eric Bailey

(Printed Name)

Erica Elinson

Witness



Witness

Its: OPERATIONS MANAGER

(Title)



ORIGINAL

EXHIBIT A – BID FORM

PART I Bid submitted by:

Company: Emerald Coast Striping, LLC.
 Address: 1901 N. East Avenue
 City & State: Panama City, FL Zip Code: 32405
 Telephone: (850) 215-4875 Fax: (850) 271-4875
 Number of Years in Business: 13 Email: aric@ecstriping.com

PART II Bidding RFB No. 20-10-PS, Miscellaneous Road Striping Continuing Services Contract:

Contractor shall provide proper signs and traffic control measures as per Florida Department of Transportation's Manual on Uniform Traffic Control Devices and the Florida Department of Transportation's Manual of Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways (aka Florida Green Book), current edition. All construction, methods of measurement, and basis of payment shall be in accordance with Division II and III of the Florida Department of Transportation Standards Specifications for Road and Bridge Construction (current edition), copies of which are available from the Florida Department of Transportation.

SERVICE DESCRIPTION AND SPECIFICATIONS

Item	Description	Unit Price	Unit
Four-inch (4") solid painted traffic stripe	Traffic Paint – white or yellow	\$ <u>0.15</u>	Linear Foot
Four-inch (4") skip painted traffic stripe	Traffic Paint – white or yellow	\$ <u>0.12</u>	Linear Foot
Six-inch (6") solid painted traffic stripe	Traffic Paint – white or yellow	\$ <u>0.30</u>	Linear Foot
Six-inch (6") skip painted traffic stripe	Traffic Paint – white or yellow	\$ <u>0.18</u>	Linear Foot
Four-inch (4") solid thermoplastic stripe	Thermoplastic plus reflective beads, white or yellow	\$ <u>0.65</u>	Linear Foot
Four-inch (4") skip thermoplastic stripe	Thermoplastic plus reflective beads, white or yellow	\$ <u>0.55</u>	Linear Foot
Six-inch (6") solid thermoplastic stripe	Thermoplastic plus reflective beads, white or yellow	\$ <u>1.00</u>	Linear Foot

Initials of Bidder: MS



ORIGINAL

Six-inch (6") skip thermoplastic stripe	Thermoplastic plus reflective beads, white or yellow	\$ 0.85	Linear Foot
Stop Bars (24")	Thermoplastic plus reflective beads or equivalent	\$ 4.00	Square Foot
Crosswalks (12")	Thermoplastic plus reflective beads or equivalent	\$ 4.00	Square Foot
Messaging (School, Bike lane graphics, STOP, etc.)	Thermoplastic plus reflective beads or equivalent	\$ 4.00	Square Foot
Raised Pavement Markers	Material plus installation	\$ 5.00	Each
Please list any additional services with their respective costs below.			
Item	Description	Unit Price	Unit

SAFETY NOTE

All work associated with this bid must be conducted with safety in mind. It is expected that the contractor will provide all necessary personal protective equipment that will be utilized by their staff while performing work for the City of Destin. In addition, the contractor will ensure that all FDOT, OSHA and other applicable State and Federal workplace safety guidelines are adhered to while working on behalf of the City of Destin.

The contractor will ensure that work vehicles, equipment and trailers are properly outfitted with proper, adequate and working signage, lightbars, arrow boards, etc.

Part III Certifications

In accordance with your request for Bids, instructions and specifications, attached hereto, and subject to all conditions thereof, I (we), the undersigned, hereby propose and agree if this Bid is accepted, to contract with the City of Destin, Florida to construct any items or furnish any service requested herein and deliver

Initials of Bidder: ABJ



ORIGINAL

same without additional cost to the City of Destin at the specified location for the quotations listed above.

The undersigned further declares that he/she has carefully examined the specifications referenced on this Bid Form and is thoroughly familiar with them and their provision(s). He further declares that no other person than the Bidder herein named has any interest in this Bid or in the contract to be executed, and that it is made without any connection with any other person(s) making Bid for the same articles, and it is in all respects fair and without collusion and fraud.

Signature and Certification:

Name and Title of Authorized Representative: Aric Bailey - operations manager

Signature: [Signature]

Date of Bid: 8.13.2020

Note: See RFB Section III (page 5), Bid Requirements, and attached all required information to Bid Form.

The City of Destin reserves the right to reject any and all Bids or portions thereof, to waive minor defects in the process and to accept the Bid or any combination of Bid Items or to take any other actions deemed by the City to be in the City's best interest. The City also reserves the right to assign additional work to the successful bidder based on their Bid proposal or negotiation as may be necessary to meet grant funding or completion requirements.

END OF EXHIBIT A

Initials of Bidder: [Signature]

CONTRACT EXTENSION AGREEMENT

This agreement dated the First day of January 2023 is between the City of Destin, Florida (“City”), a Florida municipal corporation, of 4200 Indian Bayou Trail, Destin, Florida, 32541 and Emerald Coast Striping, LLC (“Contractor”). The purpose of this agreement is to extend for twelve months a contract for road striping services effective October 1, 2020 between the City of Destin and Emerald Coast Striping, LLC to provide miscellaneous road striping services for the City. This agreement will begin on January 1, 2023 and will extend through December 31, 2023.

This represents the **2nd of 4** possible contract extensions.

The following provision amends the contract of the parties and is binding upon them. The Parties mutually agree that the jury trial waiver, and a public records provision are amended as follows:

Jury Trial Waiver:

CONTRACTOR AND CITY AGREE TO WAIVE THEIR RIGHTS TO A TRIAL BY JURY REGARDING ANY LAWSUIT INVOLVING THE INTERPRATION, CONSTRUCTION, ENFORCEMENT, OR GOVERNANCE OF THIS CONTRACT, AND FOR ANY LAWSUIT RELATED IN ANY WAY TO THIS CONTRACT OR FOR THE WORK PERFORMED PURSUANT TO THIS CONTRACT.

Public Records:

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT THE OFFICE OF THE CITY CLERK, (850) 837-4242, 4200 INDIAN BAYOU TRAIL, DESTIN, FLORIDA 32541, rbailey@cityofdestin.com

Contractor shall comply with Florida Public Records Laws, specifically to:

- Keep and maintain public records that ordinarily and necessarily would be required by the City of Destin in order to perform the service.
- Shall immediately provide the City Clerk for the City with any documents requested by the Clerk in response to a public records request.
- 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.
- Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.

It is understood that final authorization for this Agreement must be made by the Destin City Council, and that either party may cancel this contract extension with 30 days written notice.

- Meet all requirements for retaining public records and transfer, at no cost, to the City of Destin all public records in possession of the Contractor 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.

It is expressly agreed by the parties that this contract is an extension to the Contract that became effective on October 1, 2020 and the original is made a part hereof as though expressly rewritten, incorporated, and included herein.

It is understood that final authorization for this Agreement must be made by the Destin City Council, and that either party may cancel this contract extension with 30 days written notice.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals on the day and year first above written.

Witnesses:

(Signature)

(Signature)

City of Destin

By: _____
Lance A. Johnson
City Manager

ATTEST: _____
Rey Bailey
City Clerk

Witnesses:

(Signature)

(Signature)

Emerald Coast Striping, LLC

By: _____
(Signature)

(Name & Title)

ATTEST: _____
(Signature)

(Name & Title)

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: November 28, 2022

TYPE OF AGENDA ITEM: Consent Agenda

AGENDA OUTLINE NUMBER: 3.B.

TO: City Council

THRU: Lance Johnson, City Manager
Webb Warren, Deputy City Manager
Krystal Strickland, Finance Director

FROM: Michael Burgess, Public Services Director

DATE: 11/21/2022

SUBJECT: Miscellaneous Concrete Services, authorization to renew contract

I. BACKGROUND: The Public Works Department has limited manpower and is not equipped to perform concrete services. For these more comprehensive projects, it is necessary to outsource the work to vendors who have the equipment, expertise, and manpower.

II. DISCUSSION: The signing of this contract by the City in no way guarantees the City will, nor obligates the City to, expend its funds. It merely authorizes the City to utilize the contractor if funds are allocated by Council.

This is the 2nd of four possible extensions.

A. Link to Strategic Goals / Objectives: Prioritized Strategic Goals:

II. Enhanced Quality of Life and Safety for Families

V. Improve Mobility and Connectivity

IV. Effective, Efficient, and Aesthetically Pleasing Infrastructure

B. Effect on Budget (EOB): Funding for miscellaneous concrete services is available in the City's Renewal and Replacement program, CIP budget for a specific project, and in the operating account for the responsible Department, as applicable for small repair projects. Any budgeted work orders greater than \$35,000 will be brought forth for Council approval before proceeding.

C. Level of Service (LOS): Improved pedestrian pathways, park facilities, and roads.

D. Legislative Sponsor:

III. CONCLUSION: This action will allow the City to secure Miscellaneous Concrete Services for an additional year.

IV. RECOMMENDED MOTION: I move that the City Manager be authorized to sign a 12-month contract extension with SH Hayes Enterprises, LLC for miscellaneous concrete services.

Attachments:

1. ATT1 SH Hayes Enterprises LLC
2021-2022 Contract - Misc Concrete
2. ATT2 SH Hayes Enterprises LLC
Misc Concrete Services FY23
Contract Extension

CITY OF DESTIN, FLORIDA

CONTRACT

**MISCELLANEOUS CONCRETE
CONTINUING SERVICES CONTRACT**

On SEPTEMBER 20, 2021, THE CITY COUNCIL OF THE CITY OF DESTIN, FLORIDA, herein referred to as the **City**, accepted the bid of S.H. Hayes Enterprises LLC, herein referred to as the **Contractor**, to supply miscellaneous concrete services. The Contractor's Cost Schedule for the terms of their engagement is included in their entirety by reference at Exhibit "A" and as completely as if incorporated herein.

TERMS AND CONDITIONS OF CONTRACT FOR THE MISCELLANEOUS CONCRETE SERVICES

1. Entire Contract:

This Contract represents the entire and integrated Contract between the City and Contractor and supersedes all prior negotiations, representations or contracts, either written or oral. Provisions of this Contract may be amended only by written instrument approved by the Destin City Council and signed by the City Manager and Contractor.

2. Intent of Contract:

This Contract is for supplying the City with all applicable miscellaneous concrete services for specific City projects. The Scope of Work, herein referred to as the **Work**, encompasses the foregoing and all descriptive work components described within Exhibit "A".

3. Term of Contract and Time Extensions:

This contract will be in effect from **October 1, 2021** through **December 31, 2022** and is for supplying the City with miscellaneous concrete services. Upon the agreeance of both parties, this contract is eligible for up to four one-year renewals.

4. Time for Performance:

The Contractor agrees to provide miscellaneous concrete services to the satisfactory approval and acceptance by the City.

5. Compensation:

All payments upon contract are contingent upon the Contractor's Work being acceptable to the City. For satisfactory completion and acceptance of the Work, the City agrees to pay the Contractor in accordance with the terms of this Contract and the Contractor's Cost Schedule as identified in the Bid Form submitted by the Contractor, as may have been adjusted at the time of contract approval and incorporated herein.

a. Requests for Compensation (Invoices) shall be accompanied by the following:

1. A description of the Work performed and a copy of email (or similar) that initiated said Work;
2. An itemized list of goods or services to include materials, flat fees, billable man-hours with rates, and any other payable items identified in Exhibit "A"; and
3. Dates when these services were performed and the names of Contractor's staff who performed billable Work.

6. Changes in the Work:

The City shall have the right at any time during the progress of the Work to increase or decrease the Work. Promptly after having been notified of a change, the Contractor shall submit an itemized estimate of any costs and/or time increases or savings it foresees as a result of the change. No additions or changes to the Work shall be made except upon written order of the City and the City shall not be liable to Contractor for any increased compensation without such written order.

7. Insurance:

Contractor shall, during the performance of the contract, maintain Worker's Compensation Insurance sufficient to secure benefits of the Florida Workmen's Compensation Law for all employees and any of the work sublet to any vendor or subcontractor, Comprehensive General Liability Insurance, Auto Liability Insurance, Builder's Risk Insurance, all with companies and in the form and amounts acceptable to the City. Said certificates of insurance of contractor are attached hereto and made a part hereof by reference. If any part of the work is sublet, similar insurance shall be provided by and in behalf of any subcontractors.

Evidence of Insurance: Contractor shall provide the City Certificates of Insurance naming the City as an additional insured. All binders, policies, or certificates of insurance shall provide for at least ten days notice from insurers to the City of any cancellation or amendment to any of the insurance policies.

8. Indemnification:

Contractor shall indemnify, defend, save, and hold the City, its agents, officers and employees, harmless of and from any losses, fines, penalties, costs, damages, claims, demands, suits, and liabilities of any nature, including reasonable attorney's fees (including regulatory and appellate fees), arising out of, because of, or due to any accidents arising in any manner on account of the exercise or attempted exercise of Contractor's rights hereunder whether the same regards person or property of any nature whatsoever, regardless of the apportionment of negligence, unless due to the sole negligence of the City.

Contractor shall indemnify, defend, save and hold the City, its agents, officers and employees, harmless of and from and against any and all liens, claims, damages, demands, suits and liabilities, attorney's fees and costs, including appellate attorney's fees and costs, of and for mechanics and materialmen furnishing labor and materials in the performance of this contract.

9. Licensing:

The Contractor shall obtain all permits and maintain at his expense all professional and business certificates and licenses required by law and as necessary to perform services under this Contract. If Contractor performs any Work without obtaining, or contrary to, permits and licenses, Contractor shall bear all costs arising therefrom. The City may waive fees for City controlled permits, but in no instance can the City waive permit requirements nor fees beyond their control.

10. Cancellation:

This contract may be canceled by either party with a thirty day written notice and is contingent upon the annual appropriation by the City of legally available funds. City's obligation to pay the amount due hereunder in any fiscal year is contingent upon the appropriation by the City Council of legally available funds for the purposes set forth in this contract.

11. Performance of Work/Responsibilities:

For each task, the Contractor will be issued a work order by the City's Public Works Director or designee. The Public Works Director or designee will issue verbal work orders only in emergency situations. The Contractor shall commence work in a reasonable length of time and shall complete the

work in an expeditious manner. In emergency situations, the Contractor shall endeavor to commence work immediately. All work shall be done under the supervision of the City's Public Works Director or designated representative. The performance of Work and responsibilities hereto are outlined and made a part hereof as identified in Exhibit "A".

12. Termination for Default:

The Contract will remain in force for the full period specified and until the City Manager or his designee determines that all requirements and conditions have been satisfactorily met and the City Manager or his designee has accepted the work under the Contract Documents following the initial contract terms and all subsequent contract terms, including warranty and guarantee periods. However, the City Manager will have the right to terminate this Contract sooner if the Contractor has failed to perform satisfactorily the work required or comply with the other requirements of the Contract.

In the event the City Manager decides to terminate this Contract for the Contractor's failure to perform satisfactorily or meet its other responsibilities under the Contract, the City Manager will give the Contractor five (5) days' notice, whereupon the Contract will terminate, unless during the notice period the Contractor cures the failure to perform or meets its other responsibilities under the Contract to the satisfaction of the City Manager.

Upon Contract termination for the Contractor's failure to provide satisfactory contract performance, the Contractor will be entitled to receive compensation for Contract services satisfactorily performed by the Contractor and allocable to the Contract and accepted by the City Manager or his designee prior to such termination. However, an amount equal to all additional costs required to be expended by the City to complete the Work covered by the Contract, including costs of delay in completing the project, shall be either subtracted from any amount due or amount charged to the Contractor in the event the City Manager terminates the Contract.

Except as otherwise directed by the City Manager, or in the case of termination for default (in which event the Contractor may be entitled to cure, at the option of the City Manager), the Contractor shall stop work on the date of receipt of the notice or other date specified in the notice, place no further orders or subcontract for materials, services, or facilities except as are necessary for the completion of such portion of the work not terminated, and terminate all contractor and subcontracts and settle all outstanding liabilities and claims.

In the event that any termination for default shall be found to be improper or invalid by any court of competent jurisdiction, then such termination shall be deemed to have been a termination for convenience.

13. Termination for Convenience:

The performance of work under this Contract may be terminated by the City Manager in whole or in part whenever the City Manager, in their discretion, determines that such termination is in the City's best interest. Any such termination shall be effected by the City Manager giving at least five (5) days' notice to the Contractor, specifying the extent to which performance of the work under this Contract is terminated and the date upon which such termination becomes effective.

As to termination for convenience, after receipt of the date of termination, the Contractor shall stop all work as specified in the notice; place no further orders or subcontract for materials, services, or facilities except as are necessary for the completion of such portion of the Work not terminated; immediately transfer all documentation and paperwork for terminated work to the City; and terminate all contractors and subcontracts and settle all outstanding liabilities and claims.

14. Disclosure:

Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor to solicit or secure this Contract and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Contractor, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Contract.

15. Miscellaneous:

15.1 Governing Law

The parties intend that this Contract and the relationship of the parties shall be governed by the laws of the State of Florida. Venue for any action arising out of this contract shall be in Okaloosa County Florida and no where else.

15.2 Severability

If any section, subsection, term or provision of this Contract or the application thereof to any party or circumstance shall, to any extent, be invalid or unenforceable, the remainder of said section, subsection, term or provision of this Contract or the application of same to parties or circumstances other than those to which it was held invalid or unenforceable, shall not be affected thereby and each remaining section, subsection, term or provision of this Contract shall be valid or enforceable to the fullest extent permitted by law.

15.3 Sovereign Immunity

The parties further agree, nothing contained herein is intended nor shall be construed to waive the City of Destin's rights and immunities under the Florida constitution, common law or Florida Statutes 768.28, as amended from time to time.

15.4 Construction

The Parties have participated jointly in the negotiation and drafting of this Contract. In the event an ambiguity or question of intent or interpretation arises, this Contract 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 provision of this contract.

15.5 Jury Trial Waiver

CONTRACTOR AND CITY AGREE TO WAIVE THEIR RIGHTS TO A TRIAL BY JURY REGARDING ANY LAWSUIT INVOLVING THE INTERPRATION, CONSTRUCTION, ENFORCEMENT, OR GOVERNANCE OF THIS CONTRACT, AND FOR ANY LAWSUIT RELATED IN ANY WAY TO THIS CONTRACT OR FOR THE WORK PERFORMED PURSUANT TO THIS CONTRACT.

15.6 Attorney's Fees

In any dispute relating to this contract each party shall be responsible for their respective attorney's fees and costs.

15.7 Notices

All notices under the Contract shall be in writing and shall be effective when mailed by certified mail, return receipt requested, or when delivered personally, as provided hereafter, or to such other addresses as may be designated by notice:

15.8 Public Records

Contractor 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 the contractor 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.

As to the City:

Lance A. Johnson
4200 Indian Bayou Trail
Destin, Florida 32541

As to the Contractor:

S.H. Hayes Enterprises, LLC
707 W 8th Street Circle
Lynn Haven, FL 32444

IN WITNESS WHEREOF, the City hereunto caused these presents to be subscribed and the Contractor has affixed their name and seal, this the 30th day of September, 2021.

ATTEST:

Rey Bailey
City Clerk

CITY OF DESTIN

By: Lance A. Johnson
Lance A. Johnson
City Manager

SEAL

As to Legal Form:

Kyle Bauman, Esq.
City Attorney

S.H. Hayes Enterprises, LLC

Samuel A. Hayes
Witness

Dawn Mickle
Witness

CONTRACTOR:

By:

(Signature)

(Printed Name)

Its:

(Title)

City of Destin - RFB 21-05-PS
Miscellaneous Concrete Continuing Services

EXHIBIT A - BID FORM

PART I Bid submitted by:

Company: S.H. Hayes Enterprises, LLC
Address: 707 W 8th Street Circle
City & State: Lynn Haven, FL Zip Code: 33444
Telephone: (850) 814-9139 Fax: ()
Number of Years in Business: 45 Email: Shayes1218@yahoo.com

PART II Bidding RFB No. 21-05-PS, Miscellaneous Concrete Continuing Services:

Contractor shall provide proper signs and traffic control measures as per Florida Department of Transportation's Manual on Uniform Traffic Control Devices and the Florida Department of Transportation's Manual of Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways (aka Florida Green Book), current edition. All construction, methods of measurement, and basis of payment shall be in accordance with Division II and III of the Florida Department of Transportation Standards Specifications for Road and Bridge Construction (current edition), copies of which are available from the Florida Department of Transportation. Contractor must be FDOT Maintenance of Traffic (MOT) certified and use those traffic controls identified in FDOT Standard Plans (102-600 series). Contractor will perform sidewalk work consistent with the FDOT's Local Agency Program (LAP) concrete specifications for formwork, joint placement/depth/material, and concrete finishing and will comply with the FDOT's Standard Plans for Curbing (520-001) and Sidewalk (522-001).

SERVICE DESCRIPTION AND SPECIFICATIONS

Item	Unit	Unit Price
Concrete Driveway, 6 inches thick*	Square Foot	\$ 8.95
Concrete Sidewalk, 4 inches thick*	Square Foot	\$ 10.25
Concrete Flat/Ribbon Curb (12" wide by 8" deep)*	Linear Foot	\$ 18.00
Concrete Type "D" Curb*	Linear Foot	\$ 18.00
Concrete Type "E" Curb & Gutter*	Linear Foot	\$ 24.00
Concrete Type "F" Curb & Gutter*	Linear Foot	\$ 30.00
Concrete Modified (18") Type "F" Curb & Gutter*	Linear Foot	\$ 30.00
Concrete Pads <1000 square feet*	Square Foot	\$ 10.25
Concrete Pads ≥1000 square feet*	Square Foot	\$ 5.75
Fill Dirt provided, delivered, spread, and compacted	Cubic Yard	\$ 24.00
FDOT qualified Traffic Control (MOT) cost	Per Day	\$ 200.00
Bermuda Sod installed	Square Foot	\$ 8.75 .97

Initials of Bidder: HH

City of Destin - RFB 21-05-PS

Miscellaneous Concrete Continuing Services

St Augustine Sod installed	Square Foot	\$ 8.75 .97	VH
Centipede Sod installed	Square Foot	\$ 7.75 .86	VH
Removal of Concrete 4 inches thick	Square Foot	\$ 2.00	
Removal of Concrete 6 inches thick	Square Foot	\$ 3.00	
Removal of Asphalt (up to 4 inches thick)	Square Foot	\$ 2.00	
Clear & Grub	Square Foot	\$ 2.50	
Debris Hauling	Cubic Yard	\$ 40.00	
Silt Fence	Linear Foot	\$ 4.25	
Asphalt Cut with Abrasive Blade	Linear Foot	\$ 4.50	
Concrete Cut with Abrasive Blade	Linear Foot	\$ 5.50	
Concrete (sidewalk joint) Grinding	Linear Foot	\$ 6.00	
Tree trimming	Per Hour	\$ 100.00	
Aluminum Pipe Guiderail (FDOT Index 870)	Linear Foot	\$ 140.00	
Irrigation Repair	Per hour	\$ 60.00	
American Disabilities Act (ADA) truncated dome "cast-in-place" paver unit installation, yellow <i>materials provided by City to match</i>	24" x 48" (each)	\$ 372.00	
	24" x 60" (each)	\$ 408.00	
	24" x 72" (each)	\$ 455.00	
	24" x 96" (each)	\$ 555.00	
	24" x 120" (each)	\$ 700.00	
Swale Installation (grading)	Cubic Foot	\$ 11.50	
Additional Services not previously described			
Item	Unit	Unit Price	
Manhole Adjustments	opening + lid	\$ 475.00	
Asphalt Patching (Hot mix)	Sq. FF x 2" thick	\$ 34.50	
		\$	
		\$	
		\$	

*All concrete installations shall be fiber-reinforced 4000psi.

Materials and Supplies will be billed at the contractor's wholesale price or contractor's wholesale price plus 15 %. Preference may be given to contractors providing materials at cost. The contractor shall supply materials invoices upon request.

SAFETY NOTE

All work associated with this bid must be conducted with safety in mind. It is expected that the contractor will provide all necessary personal protective equipment that will be utilized by their staff while performing work for the City of Destin. In addition, the contractor will ensure that all FDOT, OSHA and other applicable State and Federal workplace safety guidelines are adhered to while working on behalf of the City of Destin.

The contractor will ensure that work vehicles, equipment and trailers are properly outfitted with proper, adequate, and working signage, lightbars, arrow boards, etc.

Initials of Bidder: VH

CONTRACT EXTENSION AGREEMENT

This agreement dated the First day of January 2023 is between the City of Destin, Florida ("City"), a Florida municipal corporation, of 4200 Indian Bayou Trail, Destin, Florida, 32541 and S.H. Hayes Enterprises LLC. The purpose of this agreement is to extend for one year a contract for services dated September 20, 2021 between the City of Destin and S.H. Hayes Enterprises LLC to provide miscellaneous concrete services for the City.

This is the 1st of 4 possible extensions.

The following provision amends the contract of the parties and is binding upon them. The Parties mutually agree to add a jury trial waiver, and a public records provision, as follows:

Jury Trial Waiver:

CONTRACTOR AND CITY AGREE TO WAIVE THEIR RIGHTS TO A TRIAL BY JURY REGARDING ANY LAWSUIT INVOLVING THE INTERPRATION, CONSTRUCTION, ENFORCEMENT, OR GOVERNANCE OF THIS CONTRACT, AND FOR ANY LAWSUIT RELATED IN ANY WAY TO THIS CONTRACT OR FOR THE WORK PERFORMED PURSUANT TO THIS CONTRACT.

Public Records:

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT THE OFFICE OF THE CITY CLERK, (850) 837-4242, 4200 INDIAN BAYOU TRAIL, DESTIN, FLORIDA 32541, rbailey@cityofdestin.com

Contractor shall comply with Florida Public Records Laws, specifically to:

- Keep and maintain public records that ordinarily and necessarily would be required by the City of Destin in order to perform the service.
- Shall immediately provide the City Clerk for the City with any documents requested by the Clerk in response to a public records request.
- 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.
- Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.

It is understood that final authorization for this Agreement must be made by the Destin City Council, and that either party may cancel this contract extension with 30 days written notice.

- Meet all requirements for retaining public records and transfer, at no cost, to the City of Destin all public records in possession of the Contractor 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.

It is expressly agreed by the parties that this contract is an extension to the Contract dated September 20, 2021 and the original is made a part hereof as though expressly rewritten, incorporated, and included herein.

It is understood that final authorization for this Agreement must be made by the Destin City Council, and that either party may cancel this contract extension with 30 days written notice.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals on the day and year first above written.

Witnesses:

City of Destin

(Signature)

By: _____
Lance A. Johnson
City Manager

(Signature)

ATTEST: _____
Rey Bailey
City Clerk

Witnesses:

S.H. Hayes Enterprises LLC

(Signature)

By: _____
(Signature)

(Signature)

(Name & Title)

ATTEST: _____
(Signature)

(Name & Title)

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: November 28, 2022

TYPE OF AGENDA ITEM:

AGENDA OUTLINE NUMBER: 3.C.

TO: City Council

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

FROM: Krystal Strickland, Finance Director

DATE: November 14, 2022

SUBJECT: Capital Project Status

I. BACKGROUND: Informational Item Only

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

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

B. Effect on Budget (EOB):

C. Level of Service (LOS):

D. Legislative Sponsor:

III. CONCLUSION:

IV. RECOMMENDED MOTION: Not applicable. Informational only.

Attachments:

1. 2022 1119 Capital Projects

CITY OF DESTIN CAPITAL IMPROVEMENT PLAN - Monthly Status Report

CITY OF DESTIN CAPITAL IMPROVEMENT PLAN - Monthly Status Report								
COUNCIL/ MGMT OBJECTIVE	October 1, 2022 - November 19, 2022		FY2023 Budget*	YTD Actuals	YTD Encumbrances	FY2023 Available Budget	Status	Notes
PRIORITY	Citizen/Council Directed							
1.3	EN615	Cross-Town Connector	\$ 7,186,021	\$ 2,200	\$ 308,212	\$ 6,875,609	Ongoing	Atkins working on stormwater retention pond re-design. Accomplished 3/9 ROW acquisitions.
1.4	CM001	Beach Acquisition	26,373,130	14,027,465	15,281	12,330,384	Ongoing	Per interlocal agreement, County working on conceptual beach park design with City input.
1.2	EVENT	City Center Feasibility/Planning/Design	50,000	-	-	50,000		
1.5	UNDER	Undergrounding	11,956,015	15,400	125,615	11,815,000	Ongoing	Survey was ordered and completed. Waiting on a binding cost estimate from FPL.
1.8	TR621	Transit Trolley	-	-	-	-	In process	This is being reviewed as part of the mobility study in process with 3TP Ventures.
1.9	MARINA	City Marina	-	-	-	-		
1.7	ANNEX	Annexation Study	10,000	-	-	10,000	In process	Enclave annexation process draft is underway.
	Renewal & Replacement		-		-	-		
3.2	RR051	General Government	42,293	-	12,293	30,000	Ongoing	Renewed wiring at Facilities Maint Bldg; Public Works Dept moved to Facilities Maintenance Building; 2 HVAC units replaced at City Hall Annex.
3.2	RR052	Public Safety	286,000	-	-	286,000	Ongoing	Building Dept//replaced transfer switch (emergency mgmt)
3.2	RR053	Physical Environment (Stormwater, Cemetery)	150,000	-	-	150,000	Ongoing	Harbor Pump has been rebuilt and re-installed. VFD installed. Mountain Dr Storm sewer pipe section replacements.
3.7	RR054	Roads, Sidewalks, Street Lighting (Gas Tax 1)	1,263,140	3,381	120,706	1,139,053	On Hold	Findings were presented at June 2022 PW/PS committee meeting. 06/30/22: ACCESS TO ASPHALT DELAYED BY FDOT.
3.2	RR057	General Culture & Recreation	79,880	50,762	33,730	(4,612)	Ongoing	Library AC unit replaced; replaced dock decking at Joe's Bayou; replacing a drinking/pet water fountain; replacing com ctr stage; sidewalks were renewed at Library and Morgans; bid request to replace com ctr doors/windows & fix roof leaks.
3.2	RR571	Library	224,000	3,726	-	220,274		
3.2	RR572	Parks and Recreation	508,718	-	11,996	496,722		
3.2	RR573	Other Facilities (i.e. Museum)	39,500	-	-	39,500		
3.2	RRVEH	Vehicles	766,812	-	307,742	459,070	Ongoing	FY22 vehicles/equipment received Brush Chipper, JD410L Loader and two F150s. Dump Truck ordered, arrival TBD.
	Growth Necessitated & Comp Plan		-		-	-		
	CE002	Code Enforcement Equipment	10,000	-	-	10,000		
	LB002	Library Impact Fee Projects	140,000	-	-	140,000		

	NORG1	Norriego Point Road	4,131	-	4,131	-	Ongoing	Council-approved development order. Jenkins (engineer) is working on parking and road design. Developer's contractor will begin work on the roadway this fall in coordination with FDEP.
	SW54	Stormwater Cleanouts	-	-	-	-		Gulf Shore Drive swales (x2) in process.
1.6	TR618	Zerbe-Calhoun Pedestrian Pathway	149,571	-	149,571	-	Ongoing	Baskerville-Donovan engineering firm presented 60% design. FDOT is not supporting pathway development under the Marler Bridge due to bridge renovation plans and location of critical utility lines. Consider refocus to Stahlman.
1.10	TR619	Sibert-Zerbe Parking Lot Consolidation	150,000	-	-	150,000		Will get quotes to pave/consolidated when FDOT is done using this space for Hwy 98 landscaping project. Project budget moved to FY 2023.
	TR620	ADA Transition - Pedestrian Facilities	96,993	-	96,993	-	Ongoing	Phase 2 (prioritization; engineering estimate of costs) underway.
1.10	TR622	General Parking Improvements	250,000	-	-	250,000		
Other Capital Projects			-	-	-	-		
4.15	ARP	Stormwater Infrastructure Projects	1,504,112	11,500	357,479	1,135,133	Started	One IT Security project and one Stormwater project approved to date.
	CE001	Code Compliance Boat Trailer	-	-	-	-	Completed	Sheriff's office donated a vessel. Code using some of these funds to purchase a trailer for the donated boat. Code Compliance team updating equipment needs list for potential budget transfer.
4.9	CRH63	Captain Royal Melvin Heritage Park and Plaza (RESTORE)	156,513	(8,449)	63,854	101,108	Ongoing	The estimated completion date for the construction is September 23, 2022. Landscaping projected for October. The park opening may take place in October if the project stays on the current schedule.
4.16	CRT17	Town Center CRA Easement Trail/Linear Park	540,000	-	-	540,000		
	HURRIC	Hurricane Response	-	-	-	-		
	IT002	Tech Fund Hardware/Software Replacements	157,000	-	-	157,000	Ongoing	
	IT003	Other Hardware/Software Replacements	65,000	-	-	65,000	Ongoing	
	RC101	Harbor Boardwalk Improvements	185,787	151,649	41,342	(7,204)	In Process	Plaground contractor is working on a design (and quote) to best fit our budget.
	RC124	Morgan's Children's Park Playground Structure	100,000	-	-	100,000	In Process	Plaground contractor is working on a design (and quote) to best fit our budget.
	RC125	Buck Destin Restrooms	200,000	-	-	200,000	In Process	Location is chosen. Reviewing modular options. Permits being reviewed. Budget moved to FY 2023.
4.17	RC127	Pickleball Court	400,000	-	-	400,000		Staff is working to procure space and potential funding assistance.
	RC128	Morgan's Bathrooms/Storage/Fieldhouse	345,000	-	-	345,000		Staff is drafting a tentative layout for an engineering firm to start a design.

4.12	RC216	Clement Taylor Park Renovations	764,918	-	-	764,918		New Construction Project manager will be tasked to draft construction RFP after closeout of Captain Royal Melvin park project.
	SW53	Stormwater Master Plan	4,023	-	4,023	-	Ongoing	Started in 2018 Jenkins Engineering
	TRSAF	Intersection Safety	169,270	-	106,770	62,500	Ongoing	
	XMAS	Holiday Decorations	50,000	-	-	50,000	Complete	
		Total Projects	54,377,828	14,257,634	1,759,738	38,360,456		

*Includes encumbrances rolled forward from prior years.

CITY OF DESTIN 5-YEAR CAPITAL IMPROVEMENT PLAN

STRATEGIC OBJECTIVE	PRIORITY	CITIZEN/COUNCIL DIRECTED	PY						Total
			Encumbrances rolling forward 08/21/2022	FY 2023	FY 2024	FY 2025	FY 2026	FY 2027	
		Citizen/Council Directed							
	1.3	EN615 Cross-Town Connector	\$ 325,366	\$ 6,877,809	\$ -	\$ -	\$ -	\$ -	\$ 6,877,809
	1.4	CM001 Beach Acquisition	95,364	25,357,849	-	-	-	-	25,357,849
	1.2	EVENT City Center Feasibility/Planning/Design	-	50,000	-	-	-	-	50,000
	1.5	UNDER Undergrounding	171,421	11,815,000	5,775,000	5,400,000	8,375,000	325,000	31,690,000
	1.8	TR621 Transit Trolley	-	-	-	-	-	-	-
	1.9	MARINA City Marina	-	-	75,000	-	-	-	75,000
	1.7	ANNEX Annexation Study	-	10,000	-	-	-	-	10,000
		Renewal & Replacement							
	3.2	RR051 General Government	3,669	30,000	53,500	30,500	30,500	30,500	175,000
	3.2	RR052 Public Safety	20,666	286,000	184,044	128,044	239,500	239,500	1,077,089
	3.2	RR053 Physical Environment (Stormwater, Cemetery)	69,048	150,000	26,307	1,117,307	100,307	26,307	1,420,227
	3.7	RR054 Roads, Sidewalks, Street Lighting (Gas Tax 1)	440,420	1,147,000	1,031,667	1,011,667	1,011,667	1,044,167	5,246,167
	3.2	RR057 General Culture & Recreation	118,434	-	-	-	-	-	-
	3.2	RR571 Library	-	224,000	90,833	50,833	50,833	50,833	467,332
	3.2	RR572 Parks and Recreation	-	508,718	733,978	265,978	298,978	258,978	2,066,631
	3.2	RR573 Other Facilities (i.e. Museum)	-	39,500	24,701	9,701	9,701	9,701	93,303
	3.2	RRVEH Vehicles	419,326	598,000	-	-	-	-	598,000
		Growth Necessitated & Comp Plan							
		CE002 Code Enforcement Equipment	-	10,000	-	-	-	-	10,000
		LB002 Library Impact Fee Projects	-	140,000	235,000	-	-	-	375,000
		NORG1 Norriego Point Road	6,981	-	-	-	-	-	-
		SW54 Stormwater Cleanouts	14,995	-	-	-	-	-	-
	1.6	TR618 Zerbe-Calhoun Pedestrian Pathway	149,571	-	-	-	-	-	-
	1.10	TR619 Sibert-Zerbe Parking Lot Consolidation	-	150,000	-	-	-	-	150,000
		TR620 ADA Transition - Pedestrian Facilities	109,475	-	-	-	-	-	-
	1.10	TR622 General Parking Improvements	4,426	250,000	100,000	-	-	-	350,000
		Other Capital Projects							
	4.15	ARP Stormwater Infrastructure Projects	483,779	1,135,133	-	-	-	-	1,135,133
		CE001 Code Compliance Boat Trailer	7,500	-	-	-	-	-	-
	4.9	CRH63 Captain Royal Melvin Heritage Park and Plaza (REST)	70,815	90,000	-	-	-	-	90,000
		CRH64 Harbor CRA Wayfinding Plan Signage	-	-	150,000	-	-	-	150,000
	4.16	CRT17 Town Center CRA Easement Trail/Linear Park	-	540,000	50,000	1,000,000	-	-	1,590,000
		CRT64 Town Center CRA Wayfinding Plan Signage	-	100,000	-	-	-	-	100,000
		TR64 General Wayfinding Plan Signage	-	-	-	-	-	-	-
	HURRIC	Hurricane Response	-	100,000	-	-	-	-	100,000
		IT002 Tech Fund Hardware/Software Replacements	-	157,000	-	-	-	-	157,000
		IT003 Other Hardware/Software Replacements	-	65,000	85,000	-	-	-	150,000

STRATEGIC OBJECTIVE			PY Encumbrances rolling forward 08/21/2022	FY 2023	FY 2024	FY 2025	FY 2026	FY 2027	Total
	LB001	Library Tablet Station & Biblioteca RFID and Mobil A	4,853	-	-	-	-	-	-
3.9	MM001	Multimodal expansion program	-	-	-	-	-	-	-
	PW015	Vehicle WashDown Station	-	-	-	-	-	-	-
	RC101	Harbor Boardwalk Improvements	313,904	21,500	-	-	-	-	21,500
	RC124	Morgan's Children's Park Playground Structure	-	100,000	-	-	-	-	100,000
	RC125	Buck Destin Restrooms	-	200,000	-	-	-	-	200,000
4.17	RC127	Pickleball Court	-	400,000	-	-	-	-	400,000
	RC128	Morgan's Bathrooms/Storage/Fieldhouse	-	345,000	-	-	-	-	345,000
4.12	RC216	Clement Taylor Park Renovations	-	764,918	-	-	-	-	764,918
	SALLY	Hurricane Sally	2,457	-	-	-	-	-	-
	SW53	Stormwater Master Plan	4,023	-	-	-	-	-	-
4.15	SW56	Stormwater Swale Work	-	-	-	-	-	-	-
4.15	SW57	Stormwater Basin Studies	-	-	-	-	-	-	-
	TRSAF	Intersection Safety	37,470	100,000	100,000	100,000	100,000	100,000	500,000
	XMAS	Holiday Decorations	-	50,000	-	-	-	-	50,000
Total Projects			\$ 2,873,961	\$ 51,812,427	\$ 8,715,030	\$ 9,114,030	\$10,216,486	\$ 2,084,986	\$ 81,942,958

			PY Encumbrances rolling forward 08/21/2022	FY 2023	FY 2024	FY 2025	FY 2026	FY 2027	Total
Funding Sources									
General Fund	0151212	GENERAL FUND	\$ -	-	-	-	-	-	-
General Fund	30058585	RR GENERAL	695,523	\$ 2,228,218	\$ 1,615,363	\$ 2,084,363	\$ 1,211,819	\$ 1,097,819	\$ 8,237,582
General Fund	30558500	GENERAL FUND	208,095	905,000	160,000	-	-	-	1,065,000
TC CRA	10258500	TOWN CENTER CRA	-	920,000	50,000	1,000,000	4,000,000	-	5,970,000
Harbor CRA	11058500	HARBOR CRA	-	6,000,000	150,000	-	-	-	6,150,000
Parking Fund	12254500	PARKING FUND	4,426	496,000	120,667	20,667	20,667	20,667	678,667
Tech Fund	12552400	TECHNOLOGY FUND	-	112,000	-	-	-	-	112,000
Oka 1/2 Penny	12953831	OKA 1/2 STORMWATER	-	-	-	-	-	-	-
Oka 1/2 Penny	12953931	OKA 1/2 UNDERGROUNDING	171,421	1,940,000	2,400,000	2,400,000	1,375,000	325,000	8,440,000
Oka 1/2 Penny	12954100	OKA 1/2 PUBLIC WORKS & SAFETY	-	100,000	100,000	100,000	100,000	100,000	500,000
Oka 1/2 Penny	12957231	OKA 1/2 BEACH ACQ	71,941	982,997	-	-	-	-	982,997
Gas Taxes	30054131	GAS TAX#1 RR ROADS	376,039	509,000	509,000	509,000	509,000	541,500	2,577,500
Gas Taxes	31554031	GAS TAX#2 COMP PLAN	4,023	500,000	-	-	-	-	500,000
Impact Fees	31552000	POLICE IMPACT FEES	7,500	10,000	-	-	-	-	10,000
Impact Fees	31554032	MULTI-MODAL IMPACT FEES	109,475	140,000	-	-	-	-	140,000
Impact Fees	31554132	ROAD IMPACT FEES	61,072	1,600,000	-	-	-	-	1,600,000
Impact Fees	31557132	LIBRARY IMPACT FEES	-	140,000	235,000	-	-	-	375,000
Impact Fees	31557232	PARK IMPACT FEES	5,412	422,000	-	-	-	-	422,000

STRATEGIC OBJECTIVE			PY Encumbrances rolling forward 08/21/2022	FY 2023	FY 2024	FY 2025	FY 2026	FY 2027	Total
Restricted	12753700	NPEB	-	150,000	-	-	-	-	150,000
Restricted	31553833	STORMWATER TRUST FUND	14,995	-	-	-	-	-	-
Franch fees	31553977	ELECTRIC FRANCHISE UNDERGROUNDING	-	3,375,000	3,375,000	3,000,000	3,000,000	-	12,750,000
Grant	30554100	BOCC XTOWN CONSTRUCTION	-	3,300,000	-	-	-	-	3,300,000
Grant	30554036	DEVELOPER CONTRIBUTION	3,491	-	-	-	-	-	-
Grant	30554133	FDOT TRIP GRANT	267,785	1,337,809	-	-	-	-	1,337,809
Grant	30554200	STATE GRANT LINEAR TRL	-	270,000	-	-	-	-	270,000
Grant	30557133	LIBRARY/MUSEUM GRANTS	4,853	-	-	-	-	-	-
Grant	30557233	RESTORE PARK GRANT	46,806	729,918	-	-	-	-	729,918
Grant	30557212	TDC 12.5% (includes Advanced Funding)	313,904	11,032,045	-	-	-	-	11,032,045
Grant	30557237	BOCC (TDC) BEACH ACQ GRANT	23,423	13,454,307	-	-	-	-	13,454,307
Grant	30555900	AMERICAN RESCUE PLAN	483,779	1,135,133	-	-	-	-	1,135,133
Grant	31557236	MORGANS KID PARK GRANT	-	23,000	-	-	-	-	23,000
Total Sources			\$ 2,873,961	\$ 51,812,427	\$ 8,715,030	\$ 9,114,030	\$ 10,216,486	\$ 2,084,986	\$ 81,942,958
			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

		5-Year Capital Budget Amount
Council Objectives		
1.1	Offer livable wages & benefits to attract and maintain high caliber, qualified staff	\$ -
1.2	Work with stakeholders to pursue the Destin City Center	50,000
1.3	Complete two-lane Crosstown Connector	6,877,809
1.4	Public Beachfront acquisition initiative	25,357,849
1.5	Underground Utilities	31,690,000
1.6	Stahlman/US 98 pedestrian and vehicle improvements in cooperation with FDOT	-
1.7	Annexation of unincorporated enclaves	10,000
1.8	Transit/Trolley system	-
1.9	City Marina (phase 1 Feasibility Study)	75,000
1.10	Improve parking, explore options (i.e., parking garage, surface parking)	500,000
1.11	Beach re-nourishment, planning and scheduling	-
Management Objectives		
2.1-2.11	These are management-related, not capital project related	-
Management in Progress		
3.1	Memorialize institutional knowledge	-
3.2	Plan for renewal and replacement of city facilities and infrastructure	5,897,582
3.3	Monitor & Manage current grant & funding awards	-
3.4	Find and secure new funding opportunities for city services and city projects	-
3.5	Complete Land Development Code (LDC) revisions	-
3.6	Develop/Implement Wayfinding Program; Improve the City's gateways	-
3.7	Implement a pavement management program	5,246,167
3.8	Provide orientation and key training to Board and Committee members	-
3.9	Improve sidewalks (wider, more walkable)	-
3.10	Redevelopment (Update CRA's Master Plans)	-
3.11	Reestablish environmental committee	-
Major Projects		
4.1	Implement and manage COMPASS software (in progress)	-
4.2	Harbor Capacity Study (USACE) (in progress)	-
4.3	Land Development Code revision (in progress)	-
4.4	Impact Fee Study (in progress)	-
4.5	Building Permit Fee Study (in progress)	-
4.5	Building Permit Fee Study (in progress)	-
4.6	Develop and implement the Mobility Plan and associated Fees (in progress)	-
4.7	Update Business Tax Receipts (BTR) Fee Schedule and processes	-
4.8	Research Stormwater Utility options and Funding	-
4.9	Construct Capt Royal Melvin Heritage Park (in progress)	90,000

4.10	FDOT Median Improvement project (in progress)	-
4.11	Norriego Point Park improvements Phase III - Recreation Components (Pending GSD Roadway extension) (in progress)	-
4.12	Renovate Clement Taylor Park	764,918
4.13	Redevelop Joe's Bayou Recreation Area (in progress)	-
4.14	Continuity of streetlights/Conversion to LEDS (in progress)	-
4.15	Implement prioritized stormwater improvements based on the Stormwater Master Plan (in progress)	1,135,133
4.16	Linear Park: (In partnership with FPL) Secure additional funding, complete design, secure required easements, construct phase 1 Mattie Kelly Blvd to 98 Palms	1,590,000
4.17	Pickleball Courts: Secure additional funding, acquire land, complete design and construct	400,000
	TOTAL	\$ 79,684,458

TOTAL FY2023-2027 CAPITAL BUDGET \$ 81,942,958
% FOR STRATEGIC PLAN 97%

FY 2023 PROPOSED CAPITAL BUDGET
by Governmental Activity

General Government

ANNEX	Annexation Study	10,000
EVENT	Multi-Use Convention/Sports/Comm Ctr	50,000
IT002	Tech Fund Hardware/Software Replacements	157,000
IT003	Other Hardware/Software Replacements	65,000
MARINA	City Marina	-
RR051	General Government	30,000
RRVEH	Vehicles	598,000
Subtotal		910,000

Public Safety

CE002	Code Enforcement Equipment	10,000
HURRIC	Hurricane Response	100,000
RR052	Public Safety	286,000
Subtotal		396,000

Physical Environment

ARP	Stormwater Infrastructure Projects	1,135,133
RR053	Physical Environment (Stormwater, Cemetery)	150,000
UNDER	Undergrounding	11,815,000
Subtotal		13,100,133

Transportation

EN615	Cross-Town Connector	6,877,809
RR054	Roads, Sidewalks, Street Lighting (Gas Tax 1)	1,147,000
TR619	Sibert-Zerbe Parking Lot Consolidation	150,000
TR621	Transit Trolley	-
TR622	General Parking Improvements	250,000
TRSAF	Intersection Safety	100,000
Subtotal		8,524,809

Economic Development

CRH63	Captain Royal Melvin Heritage Park and Plaza (RESTORE)	90,000
CRT17	Town Center CRA Easement Trail/Linear Park	540,000
CRT64	Town Center CRA Wayfinding Plan Signage	100,000
Subtotal		730,000

Culture & Recreation

CM001	Beach Acquisition	25,357,849
LB002	Library Impact Fee Projects	140,000
RC101	Harbor Boardwalk Improvements	21,500
RC124	Morgan's Children's Park Playground Structure	100,000
RC125	Buck Destin Restrooms	200,000
RC127	Pickleball Court	400,000

RC128	Morgan's Bathrooms/Storage/Fieldhouse	345,000
RC216	Clement Taylor Park Renovations	764,918
RR571	Library	224,000
RR572	Parks and Recreation	508,718
RR573	Other Facilities (i.e. Museum)	39,500
XMAS	Holiday Decorations	50,000
Subtotal		<u>28,151,485</u>
GRAND TOTAL		<u><u>51,812,427</u></u>

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: November 28, 2022
TYPE OF AGENDA ITEM: Consent Agenda
AGENDA OUTLINE NUMBER: 3.D.

TO: City Council

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

FROM: Krystal Strickland, Finance Director

DATE: November 20, 2022

SUBJECT: Operations Financial Report

I. BACKGROUND: This item is informational only.

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

Highlights as of 09/30/2022:

- *We are 100% of the way through the fiscal year
- * 102% of Ad Valorem Taxes have been received/recorded
- * We expended approximately 79% of Operating budget
- * We expended approximately 36% of Capital Outlay budget
- *The net change in total fund balance is a year-to-date increase of \$5.3 million

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

- A. Link to Strategic Goals / Objectives:** Goal #1: Financially sound city providing service excellence
- B. Effect on Budget (EOB):**
- C. Level of Service (LOS):**
- D. Legislative Sponsor:**

III. CONCLUSION:

IV. RECOMMENDED MOTION:

Attachments:

1. 2022 0930 YTD Budget vs Actuals

City of Destin, Florida

Balance Sheet - Governmental Funds

	01, 700	102	110	111	122, 125, 129	209, 213, 214, 221	300, 305, 315	2022
<i>Period ended September 30,</i>								
	General Fund	1998-2028 or to 2037 Town Center CRA	2003-2043 Harbor CRA	Florida Building Code Fund	Other Special Revenue Funds	Debt Service Funds	Capital Project Funds	Total Governmental Funds
Assets								
Cash and cash equivalents	\$ 8,095,358	\$ 791,675	\$ -	\$ -	\$ 5,178,289	\$ -	\$ 2,051,663	\$ 16,116,985
Investments	15,898,273	-	-	-	-	-	-	15,898,273
Due from other funds	1,575,145	-	-	-	-	-	81,976	1,657,122
Due from other governments	204,201	-	-	-	-	-	1,806,271	2,010,472
Advance to other funds	2,448,824	-	-	-	-	-	-	2,448,824
Accounts receivable - other	421,127	-	-	-	130,388	-	102,417	653,933
Prepaid expenditures	111,001	-	-	-	-	-	-	111,001
Restricted cash and cash equivalents	-	-	476,261	446,689	-	340,053	5,235,178	6,498,181
Total assets	\$ 28,753,928	\$ 791,675	\$ 476,261	\$ 446,689	\$ 5,308,677	\$ 340,053	\$ 9,277,506	\$ 45,394,789
Liabilities, deferred inflows of resources and fund balances								
Liabilities:								
Accounts payable	222,373	6,560	7,142	(949)	23,213	-	276,165	534,504
Accrued payroll	160,649	-	-	-	-	-	-	160,649
Due to other funds	81,976	-	-	-	-	-	1,575,145	1,657,122
Advance from other funds	-	2,448,824	-	-	-	-	-	2,448,824
Total liabilities	464,999	2,455,383	7,142	(949)	23,213	-	1,851,310	4,801,098
Deferred inflows of resources								
Deferred revenue	262,290	-	-	-	-	-	1,455,005	1,717,295
Total deferred inflows of resources	262,290	-	-	-	-	-	1,455,005	1,717,295
Fund balances:								
Nonspendable	2,561,840	-	-	-	-	-	-	2,561,840
Restricted	-	-	418,169	445,977	-	340,053	2,848,961	4,053,160
Committed	10,084,733	-	-	-	5,129,169	-	1,523,625	16,737,526
Assigned	323,611	55,950	50,950	1,660	156,296	-	1,598,605	2,187,072
Unassigned	15,056,455	(1,719,659)	-	-	-	-	-	13,336,796
Total fund balances (deficit)	28,026,639	(1,663,709)	469,119	447,637	5,285,465	340,053	5,971,191	38,876,395
Total liabilities, deferred inflows of resources and fund balances	\$ 28,753,928	\$ 791,675	\$ 476,261	\$ 446,689	\$ 5,308,677	\$ 340,053	\$ 9,277,506	\$ 45,394,789
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

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

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

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

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

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

CITY OF DESTIN

Actuals 10/01/2021 - 09/30/2022

SUMMARY ALL FUNDS	FY2022 BUDGET	FY2022 YTD Actuals	FY2022 ENCUMBRANCES	FY2022 PROJECTION	FY2022 AVAILABLE BUDGET
Ad Valorem Taxes	\$ 9,333,671	\$ 9,482,098		\$ 9,482,098	\$ (148,427)
Tax Increment Financing (TIF)	1,310,929	1,313,239		1,313,239	(2,310)
Delinquent Ad Valorem Taxes	5,000	(759)		(759)	5,759
Sales and Use Taxes	3,230,855	3,440,829		3,440,829	(209,974)
Licenses and Permits	3,463,479	5,008,309		5,128,184	(1,544,830)
Impact Fees	115,500	132,605		132,605	(17,105)
Intergovernmental	10,062,078	5,823,776		5,823,776	4,238,301
Charges for services	749,898	1,289,083		1,289,083	(539,185)
Fines and Forfeitures	59,957	56,135		56,135	3,822
Investment Income	60,120	(1,153,579)		(1,153,579)	1,213,699
Contributions	32,500	37,479		37,479	(4,979)
Miscellaneous income	2,701	32,655		32,655	(29,954)
TOTAL REVENUES	28,426,688	25,461,870	-	25,581,745	2,964,818
	28,426,688	25,461,870	-	25,581,745	2,964,818
General Government	4,345,736	3,557,027	260,631	3,817,659	528,077
Public Safety	4,532,131	3,922,435	3,546	3,925,982	606,150
Physical Environment	199,073	154,462	391	154,853	44,219
Transportation	1,936,628	1,666,025	2,173	1,668,199	268,430
Economic Environment	325,636	129,780	106,900	236,680	88,956
Health & Human Services	101,254	51,604	750	52,354	48,900
Culture and Recreation	3,724,499	3,286,343	36,175	3,322,518	401,981
Capital Outlay	17,887,665	4,655,439	1,784,105	6,439,544	11,448,121
Debt Service	2,669,656	2,678,273	-	2,678,273	(8,617)
TOTAL EXPENDITURES	35,722,278	20,101,389	2,194,672	22,296,062	13,426,216
	35,722,278	20,101,390	2,194,672	22,296,062	13,426,216
Excess (deficiency) of revenues over expenditures	(7,295,591)	5,360,481		3,285,682	
Proceeds from issuance of debt	-	-	-	-	-
Transfers In	6,149,019	4,692,664	-	4,926,872	1,456,355
Transfers Out	(6,150,854)	(4,692,664)	-	(4,692,664)	(1,458,190)
Total other financing sources (uses)	(1,835)	(0)	-	234,208	(1,835)
Net change in fund balances	(7,297,426)	5,360,481		3,519,891	
Fund Balance, Beginning	33,515,914	33,515,914		33,515,914	
Fund Balance, Ending	26,218,489	38,876,395		37,035,804	

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

FUND BALANCE SUMMARY ALL FUNDS	FY2022	FY2022	FY2022
	BUDGET	YTD Actuals	PROJECTION
Nonspendable	2,448,824	2,561,840	2,561,840
Restricted	2,467,004	4,053,160	5,153,186
Committed	11,930,294	16,737,526	15,380,660
Assigned	1,000,000	2,187,072	1,000,000
<i>Unassigned</i>	<i>9,867,547</i>	<i>13,336,796</i>	<i>12,940,118</i>
Ending Fund Balance	26,218,489	38,876,395	37,035,804
		(0)	

	FY2022 BUDGET	FY2022 YTD Actuals	FY2022 ENCUMBRANCES	FY2022 PROJECTION	FY2022 AVAILABLE BUDGET
01 GENERAL FUND					
01-31 Ad Valorem Taxes	8,574,910	8,723,337		8,723,337	(148,427)
01-31 Delinquent Ad Valorem Taxes	5,000	(759)		(759)	5,759
01-31 Sales and Use Taxes	1,608,694	1,544,294		1,544,294	64,400
01-32 Licenses and Permits	2,826,871	3,238,420		3,238,420	(411,549)
01-32 Impact Fees	-	-		-	-
01-33 Intergovernmental	2,763,870	3,508,821		3,508,821	(744,951)
01-34 Charges for Services	331,398	863,412		863,412	(532,014)
01-35 Fines and Forfeitures	59,957	56,135		56,135	3,822
01-36 Investment Income	58,084	(1,165,965)		(1,165,965)	1,224,049
01-36 Contributions	2,500	8,794		8,794	(6,294)
01-36 Miscellaneous Revenue	2,201	27,080		27,080	(24,879)
TOTAL REVENUES	16,233,485	16,803,570	-	16,803,570	(570,085)
01-51 General Government	4,345,736	3,557,027	260,631	3,817,659	528,077
01-52 Public Safety	3,251,454	3,145,166	1,886	3,147,052	104,401
01-53 Physical Environment	199,073	154,462	391	154,853	44,219
01-54 Transportation	1,849,128	1,588,126	2,173	1,590,299	258,829
01-55 Economic Environment	14,200	14,452	-	14,452	(252)
01-56 Health & Human Services	101,254	51,604	750	52,354	48,900
01-57 Culture and Recreation	3,724,499	3,286,343	36,175	3,322,518	401,981
01-59 Capital Outlay	109,250	179,702	29,204	208,906	(99,656)
01-59 Debt Service Principal	78,405	84,125	-	84,125	(5,720)
01-59 Debt Service Interest	2,511	5,408	-	5,408	(2,897)
TOTAL EXPENDITURES	13,675,510	12,066,416	331,211	12,397,627	1,277,883
Excess (deficiency) of revenues over expenditures	2,557,975	4,737,154		4,405,943	
01-38 Proceeds from Issuance of Debt	-	-		-	-
01-38 Transfers In	-	-		-	-
01-58 Transfers Out	(4,522,085)	(3,029,949)		(3,029,949)	(1,492,136)
Total other financing sources (uses)	(4,522,085)	(3,029,949)		(3,029,949)	(1,492,136)
01 Net change in fund balances	(1,964,110)	1,707,204		1,375,994	
01 Fund Balance (deficit), Beginning	26,319,436	26,319,436		26,319,436	
01 Fund Balance (deficit), Ending	24,355,326	28,026,640		27,695,430	

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

102 TOWN CENTER CRA 1998-2037 (RESTRICTED; ECON DEV)	FY2022 BUDGET	FY2022 YTD Actuals	FY2022 ENCUMBRANCES	FY2022 PROJECTION	FY2022 AVAILABLE BUDGET
102-31 County TIF	954,620	957,717		957,717	(3,097)
102-31 City TIF (Ad Valorem	402,452	402,452		402,452	-
102-36 Investment Income	1,301	868		868	433
TOTAL REVENUES	1,358,373	1,361,037		1,361,037	(2,664)
102-55 Economic Environment	153,257	76,862	55,950	132,812	20,445
102-59 Capital Outlay	-	-	-	-	-
TOTAL EXPENDITURES	153,257	76,862	55,950	132,812	20,445
Excess (deficiency) of revenues over expenditures	1,205,116	1,284,175		1,228,225	
102-38 Transfers In	-	-		-	-
102-58 Transfers Out	(731,418)	(731,489)		(731,489)	71
Total other financing sources (uses)	(731,418)	(731,489)		(731,489)	71
102 Net change in fund balances	473,698	552,686		496,736	
102 Fund Balance (deficit), Beginning	(2,216,394)	(2,216,394)		(2,216,394)	
102 Fund Balance (deficit), Ending	(1,742,696)	(1,663,709)		(1,719,659)	

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

**110 HARBOR CRA
2003-2043
(RESTRICTED; ECON DEV)**

	FY2022 BUDGET	FY2022 YTD Actuals	FY2022 ENCUMBRANCES	FY2022 PROJECTION	FY2022 AVAILABLE BUDGET
110-31 County TIF	356,309	355,522		355,522	787
110-31 City TIF (Ad Valorem)	356,309	356,309		356,309	-
110-36 Investment Income	300	568		568	(268)
TOTAL REVENUES	712,918	712,399		712,399	519
110-55 Economic Environment	158,179	38,467	50,950	89,417	68,762
110-59 Capital Outlay	-	-	-	-	-
TOTAL EXPENDITURES	158,179	38,467	50,950	89,417	68,762
Excess (deficiency) of revenues over expenditures	554,739	673,932		622,982	
110-38 Transfers In	-	-		-	-
110-58 Transfers Out	(481,057)	(481,057)		(481,057)	0
Total other financing sources (uses)	(481,057)	(481,057)		(481,057)	0
110 Net change in fund balances	73,682	192,875		141,925	
110 Fund Balance (deficit), Beginning	276,242	276,242		276,242	
110 Fund Balance (deficit), Ending	349,924	469,117		418,167	

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

**111 FLORIDA BUILDING CODE FUND
(RESTRICTED; PUBLIC SAFETY)**

	FY2022 BUDGET	FY2022 YTD Actuals	FY2022 ENCUMBRANCES	FY2022 PROJECTION	FY2022 AVAILABLE BUDGET
111-32 Licenses and Permits	636,608	976,330		975,396	(339,722)
111-36 Investment Income	60	50		50	10
TOTAL REVENUES	636,668	976,380		975,447	(339,712)
111-52 Public Safety	1,153,178	742,409	1,660	744,069	409,108
111-59 Capital Outlay	-	-	-	-	-
TOTAL EXPENDITURES	1,153,178	742,409	1,660	744,069	409,108
Excess (deficiency) of revenues over expenditures	(516,510)	233,971		231,377	
111-38 Transfers In	328,507	-		-	328,507
111-58 Transfers Out	(63,210)	(97,084)		(97,084)	33,874
Total other financing sources (uses)	265,297	(97,084)		(97,084)	362,381
111 Net change in fund balances	(251,213)	136,887		134,294	
111 Fund Balance (deficit), Beginning	310,750	310,750		310,750	
111 Fund Balance (deficit), Ending	59,537	447,637		445,044	

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

122 PARKING FUND (COMMITTED; TRANSPORTATION)	FY2022 BUDGET	FY2022 YTD Actuals	FY2022 ENCUMBRANCES	FY2022 PROJECTION	FY2022 AVAILABLE BUDGET
122-34 Charges for Services	418,500	425,670		425,670	(7,170)
122-36 Investment Income	25	74		74	(49)
TOTAL REVENUES	418,525	425,744		425,744	(7,219)
122-54 Transportation	87,500	77,900	-	77,900	9,600
122-59 Capital Outlay	126,000	-	-	-	126,000
TOTAL EXPENDITURES	213,500	77,900	-	77,900	135,600
Excess (deficiency) of revenues over expenditures	205,025	347,845		347,845	(142,820)
122-38 Transfers In	-	-		-	-
122-58 Transfers Out	-	-		-	-
Total other financing sources (uses)	-	-		-	-
122 Net change in fund balances	205,025	347,845		347,845	
122 Fund Balance (deficit), Beginning	-	-		-	
122 Fund Balance (deficit), Ending	205,025	347,845		347,845	

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

125 TECH FUND (COMMITTED; PUBLIC SAFETY)	FY2022 BUDGET	FY2022 YTD Actuals	FY2022 ENCUMBRANCES	FY2022 PROJECTION	FY2022 AVAILABLE BUDGET
125-36 Investment Income	-	262		262	(262)
TOTAL REVENUES	-	262		262	(262)
125-52 Public Safety	127,500	34,860	-	34,860	92,640
125-59 Capital Outlay	-	-	-	-	-
TOTAL EXPENDITURES	127,500	34,860	-	34,860	92,640
Excess (deficiency) of revenues over expenditures	(127,500)	(34,598)		(34,598)	
125-38 Transfers In	139,982	184,317		184,317	(44,335)
125-58 Transfers Out	-	-		-	-
Total other financing sources (uses)	139,982	184,317		184,317	(44,335)
125 Net change in fund balances	12,482	149,719		149,719	
125 Fund Balance (deficit), Beginning	201,407	201,407		201,407	
125 Fund Balance (deficit), Ending	213,889	351,126		351,126	

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

129 OKA 1/2 PENNY
01/01/2019-12/31/2029
(COMMITTED; CAPITAL OUTLAYS)

	FY2022 BUDGET	FY2022 YTD Actuals	FY2022 ENCUMBRANCES	FY2022 PROJECTION	FY2022 AVAILABLE BUDGET
129-31 Sales and Use Taxes	1,390,761	1,648,848		1,648,848	(258,087)
129-36 Investment Income	150	4,085		4,085	(3,935)
TOTAL REVENUES	1,390,911	1,652,933		1,652,933	(262,022)
129-59 Capital Outlay	3,308,479	292,816	156,296	449,112	2,859,367
TOTAL EXPENDITURES	3,308,479	292,816	156,296	449,112	2,859,367
Excess (deficiency) of revenues over expenditures	(1,917,568)	1,360,117		1,203,822	
129-38 Transfers In	-	-		-	-
129-58 Transfers Out	(353,084)	(353,084)		(353,084)	0
Total other financing sources (uses)	(353,084)	(353,084)		(353,084)	0
129 Net change in fund balances	(2,270,652)	1,007,033		850,737	
129 Fund Balance (deficit), Beginning	3,579,461	3,579,461		3,579,461	
129 Fund Balance (deficit), Ending	1,308,809	4,586,494		4,430,198	

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

213 DEBT SERVICE 2013 NOTE
(RESTRICTED; DEBT SERVICE)

	FY2022 BUDGET	FY2022 YTD Actuals	FY2022 ENCUMBRANCES	FY2022 PROJECTION	FY2022 AVAILABLE BUDGET
213-36 Investment Income	100	273		273	(173)
TOTAL REVENUES	100	273		273	(173)
213-59 Debt Service Principal	412,531	412,531	-	412,531	-
213-59 Debt Service Interest	142,713	142,713	-	142,713	0
TOTAL EXPENDITURES	555,245	555,245	-	555,245	0
Excess (deficiency) of revenues over expenditures	(555,145)	(554,971)		(554,971)	
213-38 Transfers In	555,245	555,378		555,378	(133)
213-58 Transfers Out	-	-		-	-
Total other financing sources (uses)	555,245	555,378		555,378	(133)
213 Net change in fund balances	100	407		407	
213 Fund Balance (deficit), Beginning	93,097	93,097		93,097	
213 Fund Balance (deficit), Ending	93,197	93,504		93,504	

**214 DEBT SERVICE 2014 NOTE
(RESTRICTED; DEBT SERVICE)**

	FY2022 BUDGET	FY2022 YTD Actuals	FY2022 ENCUMBRANCES	FY2022 PROJECTION	FY2022 AVAILABLE BUDGET
214-36 Investment Income	100	335		335	(235)
TOTAL REVENUES	100	335		335	(235)
214-59 Debt Service Principal	427,021	427,021	-	427,021	-
214-59 Debt Service Interest	304,397	304,397	-	304,397	-
TOTAL EXPENDITURES	731,418	731,418	-	731,418	-
Excess (deficiency) of revenues over expenditures	(731,318)	(731,084)		(731,084)	
214-38 Transfers In	731,418	731,489		731,489	(71)
214-58 Transfers Out	-	-		-	-
Total other financing sources (uses)	731,418	731,489		731,489	(71)
214 Net change in fund balances	100	406		406	
214 Fund Balance (deficit), Beginning	245,566	245,566		245,566	
214 Fund Balance (deficit), Ending	245,666	245,972		245,972	

**221 DEBT SERVICE 2021 NOTE
(RESTRICTED; DEBT SERVICE)**

	FY2022 BUDGET	FY2022 YTD Actuals	FY2022 ENCUMBRANCES	FY2022 PROJECTION	FY2022 AVAILABLE BUDGET
221-36 Investment Income	-	40		40	(40)
TOTAL REVENUES	-	40		40	(40)
221-59 Debt Service Principal	1,200,000	1,200,000	-	1,200,000	-
221-59 Debt Service Interest	102,077	102,077	-	102,077	(0)
221-51 General Government	-	-	-	-	-
TOTAL EXPENDITURES	1,302,077	1,302,077	-	1,302,077	(0)
Excess (deficiency) of revenues over expenditures	(1,302,077)	(1,302,037)		(1,302,037)	
221-38 Transfers In	1,302,077	1,302,077		1,302,077	(0)
221-58 Transfers Out	-	-		-	-
221-38 Proceeds from issuance of debt	-	-		-	-
Total other financing sources (uses)	1,302,077	1,302,077		1,302,077	(0)
221 Net change in fund balances	-	40		40	
221 Fund Balance (deficit), Beginning	537	537		537	
221 Fund Balance (deficit), Ending	537	577		577	

300 RENEWAL AND REPLACEMENT (COMMITTED; CAPITAL OUTLAYS)	FY2022 BUDGET	FY2022 YTD Actuals	FY2022 ENCUMBRANCES	FY2022 PROJECTION	FY2022 AVAILABLE BUDGET
300-36 Investment Income	-	2,233		2,233	(2,233)
TOTAL REVENUES	-	2,233		2,233	(2,233)
300-59 Capital Outlay	2,712,690	963,379	377,126	1,340,505	1,372,185
TOTAL EXPENDITURES	2,712,690	963,379	377,126	1,340,505	1,372,185
Excess (deficiency) of revenues over expenditures	(2,712,690)	(961,146)		(1,338,272)	
300-38 Transfers In	1,410,814	1,458,937		1,458,937	(48,123)
300-58 Transfers Out	-	-		-	-
Total other financing sources (uses)	1,410,814	1,458,937		1,458,937	(48,123)
300 Net change in fund balances	(1,301,876)	497,790		120,664	
300 Fund Balance (deficit), Beginning	1,402,960	1,402,960		1,402,960	
300 Fund Balance (deficit), Ending	101,084	1,900,750		1,523,625	

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

305 GRANT AND GF CAPITAL PROJECT FUND (RESTRICTED; CAPITAL OUTLAYS)	FY2022 BUDGET	FY2022 YTD Actuals	FY2022 ENCUMBRANCES	FY2022 PROJECTION	FY2022 AVAILABLE BUDGET
305-33 Intergovernmental	7,298,208	2,314,955		2,314,955	4,983,252
305-36 Contributions	30,000	28,685		28,685	1,316
TOTAL REVENUES	7,328,208	2,343,640		2,343,640	4,984,568
305-59 Capital Outlay	10,090,681	2,708,441	1,075,818	3,784,259	6,306,422
TOTAL EXPENDITURES	10,090,681	2,708,441	1,075,818	3,784,259	6,306,422
Excess (deficiency) of revenues over expenditures	(2,762,473)	(364,801)		(1,440,619)	
305-38 Transfers In	1,680,976	460,466		694,674	1,220,510
305-58 Transfers Out	-	-		-	-
Total other financing sources (uses)	1,680,976	460,466		694,674	1,220,510
305 Net change in fund balances	(1,081,497)	95,665		(745,945)	
305 Fund Balance (deficit), Beginning	(0)	(0)		(1)	
305 Fund Balance (deficit), Ending	(1,081,498)	95,664		(745,946)	

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

315 IMPACT AND OTHER RESTRICTED (CAPITAL OUTLAYS)	FY2022 BUDGET	FY2022 YTD Actuals	FY2022 ENCUMBRANCES	FY2022 PROJECTION	FY2022 AVAILABLE BUDGET
315-32 Impact Fees	115,500	132,605		132,605	(17,105)
315-32 Licenses and Permits	-	793,559		914,367	(793,559)
315-31 Sales and Use Taxes	231,400	247,687		247,687	(16,287)
315-36 Investment Income	-	3,598		3,598	(3,598)
315-36 Miscellaneous Revenue	500	5,575		5,575	(5,075)
TOTAL REVENUES	347,400	1,183,023		1,303,832	(835,623)
315-59 Capital Outlay	1,540,565	511,101	145,662	656,763	883,802
TOTAL EXPENDITURES	1,540,565	511,101	145,662	656,763	883,802
Excess (deficiency) of revenues over expenditures	(1,193,165)	671,923		647,069	
315-38 Transfers In	-	-		-	-
315-58 Transfers Out	-	-		-	-
Total other financing sources (uses)	-	-	-	-	-
315 Net change in fund balances	(1,193,165)	671,923		647,069	
315 Fund Balance (deficit), Beginning	3,302,853	3,302,853		3,302,853	
315 Fund Balance (deficit), Ending	2,109,688	3,974,776		3,949,922	

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

**MINUTES
REGULAR MEETING
DESTIN CITY COUNCIL
OCTOBER 17, 2022
CITY HALL ANNEX COUNCIL CHAMBERS
6:00 PM**

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

Destin City Council

Mayor Gary Jarvis
Councilmember Jim Bagby
Councilmember Terésa Hebert
Councilmember Dewey Destin

Councilmember Johnny King
Councilmember Bobby Wagner
Councilmember Rodney Braden
Councilmember Kevin Schmidt

Destin City Staff

City Manager Lance Johnson
City Clerk Rey Bailey
Finance Director Krystal Strickland (virtual)
Code Compliance Director Kim Corbin (virtual)
Community Development Director Louis Zunguze
Grants/Project Manager Jeffrey Cozadd
City Planner Daniel Butler
Land Use Attorney Kimberly Kopp

Deputy City Manager Webb Warren
Public Information Manager Catherine Card
Engineering Assistant Joe Bodi
Public Works Director Michael Burgess
Parks/Recreation Director Lisa Firth
City Engineer Ryan Scott
City Attorney Kyle Bauman

CALL TO ORDER, INVOCATION AND PLEDGE OF ALLEGIANCE

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

AGENDA APPROVAL

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

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

A. Proclamation - Larry Hatchet Fishing Day

The mayor read the proclamation designating October 22, 2022 as *Larry Hatchett Fishing Day*, and then presented it to Mr. Bob Wilder, President of Larry Hatchett Fishing Foundation.

2. PUBLIC COMMENTS

Ms. Marcie Bell, a Destin resident, stated that she reports violations mainly related to garbage cans, non-registered short-term rentals, and parking to the city pretty regularly, and that the Code Compliance Department has not been very responsive to these complaints. She noted that by Florida Statute, the complainant has to divulge their names when they filed a complaint. She feels the Code Compliance Director indirectly threatened her by hinting she may be subject to retaliation by doing so.

Mr. Bill Reddington, a Destin resident, remarked that coyotes are back in town and that some have been spotted near Benning Drive where he resides. He tried to contact the Emerald Coast Fish and Wildlife Commission but received no response. He urged the city to take actions as these coyotes are a danger especially to little children.

Mr. Reddington also addressed an item on the agenda indicating that the city will refrain from trying to acquire the middle parcel at the Shores of Crystal Beach mainly due to a price increase. He stated that it does not make sense not to acquire this property as the city has already spent million of dollars purchasing the two properties on each side of that particular parcel, which are currently being utilized for golf cart parking. He urged the council to continue to negotiate with the owner of the property.

Mr. Bill McKissick, a Destin resident, stated that he has witnessed the traffic flow at the part of town where they plan to place the crosstown connector throughout the years he has been living in Destin. He recommends making Stahlman a one-way street heading south, and Palmetto a one-way street going north. By doing so, they could open up two or three lanes on Stahlman – two heading west and one heading east, which could then ease the flow of traffic in that area.

Mr. Todd Buhr, a Destin resident, addressed the section of the agenda dealing with Capital Project Management. He stated that he is a Department of Defense Certified Project Manager and has been a project manager for the past 10 years. He also stated that the company being considered for this service has a good experience and submitted a great proposal, however, they only have licensed project engineers and no certificated project managers. He recommends picking a company with the right credentials.

3. CONSENT AGENDA

- A. Capital Project Status
- B. Operations Financial Report
- C. Single-Family Residential Marine Construction Proposed at 155 Calhoun Avenue (PARCEL ID: 00-2S-22-0630-0000-14B2)
- D. Resolution 22-16 - Amendment to the Youth Council ByLaws
- E. Approval of minutes of September 19, 2022 Regular City Council Meeting

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

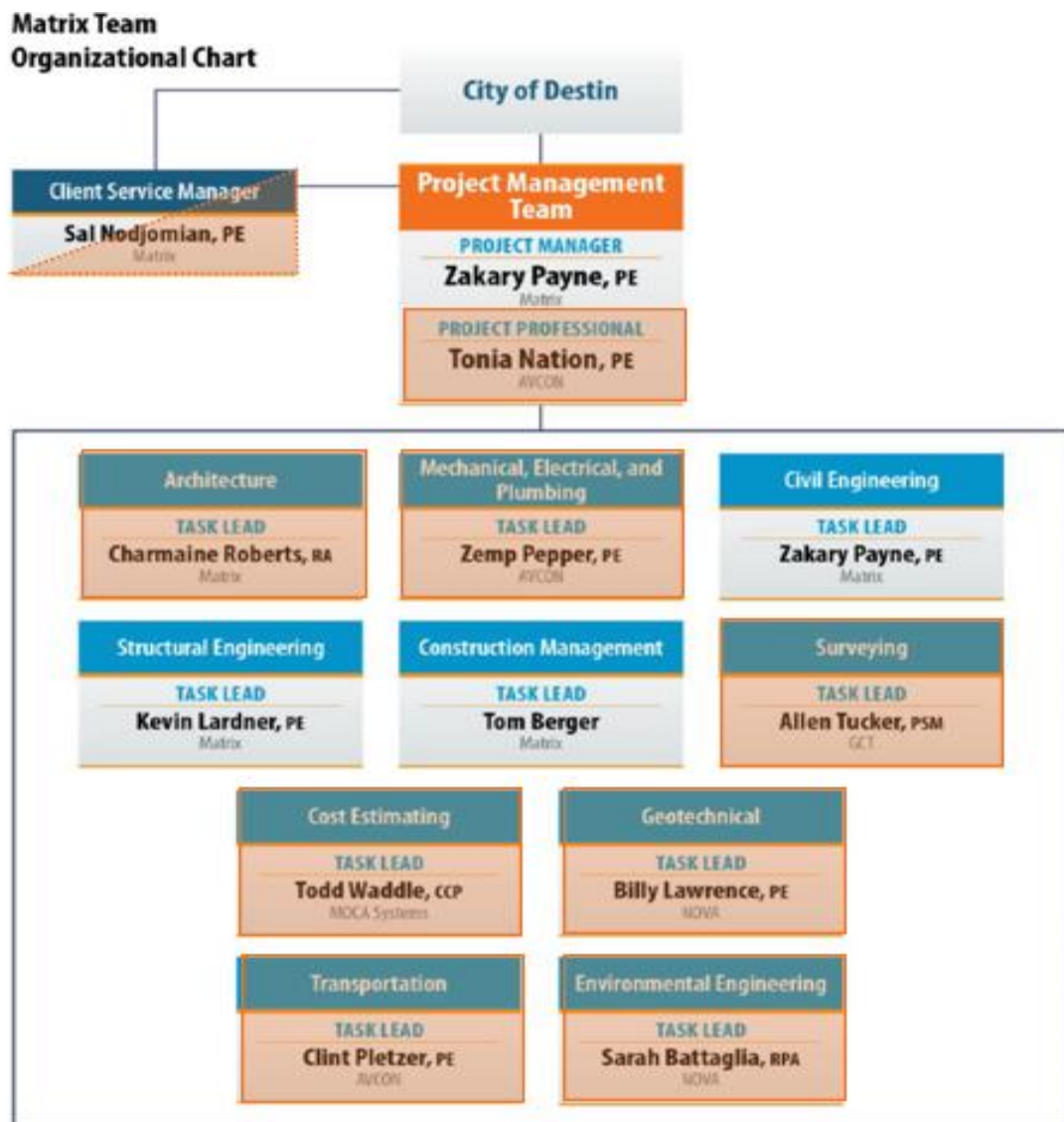
4. CITY MANAGER REPORTS

A. Capital Project Management / Matrix Contract

Mr. Cameron Bowski of Matrix Corporation gave the following presentation:

Staffing

Organizational Chart



- Local Core Team
 - ❖ Sal Nodjomian, Client Service Manager
 - ❖ Tonia Nation – Project Professional
 - ❖ Charmaine Roberts – Task Lead – Architecture

- ❖ Zemp Pepper – Task Lead – Mechanical, Electrical, and Plumbing
 - ❖ Allen Tucker – Task Lead – Surveying
 - ❖ Todd Waddle – Task Lead – Cost Estimating
 - ❖ Billy Lawrence – Task Lead – Geotechnical
 - ❖ Clint Pletzer – Task Lead – Transportation
 - ❖ Sarah Battaglia, Task Lead – Environmental Engineering
- Additional team local to area
 - ❖ Calvin Palmer – Civil / Inspector
 - ❖ Michael Brooker – Inspector
 - ❖ Christine Gentry – LA / Inspector
 - Permanent staff adjusted dependent on workload

Review of Scope of Services

Task	Percent of Total	Onsite	Reach Back
Pre-Design & Design Services	20%	25%	75%
Management of Construction	40%	80%	20%
Management of Post Construction Activities	30%	80%	20%
Program Management	10%	15%	85%

Conflict Avoidance

- Only potential conflict in pre-design and design services
- Pre-Design and Design Services
 - ❖ *“Develop a program which facilitates the use of qualified local design professionals to complete the construction documents...”*
 - ❖ *“Firm may be allowed to self-perform certain aspects of the design services with prior approval of the city.”*
- *Our expectation...serve as extension of city staff*
 - ❖ *Develop continuing service solicitation documents*
 - ❖ *Review proposals and submittals from continuing service contractors*
 - ❖ *Oversee electronic document management systems/processes*

Conflict Avoidance

Tasks Matrix Will Perform (as Tasked)	Tasks Matrix Will Not Perform
Develop design standards and specifications	Develop final design and construction drawings
Pre-design planning activities and schematic design	Serve as general contractor overseeing construction
Develop budgets and cash flow schedules	Serve as onsite construction manager for builder
Solicit and evaluate proposals for design	
Manage design contracts and review all submittals	
Prepare bidding documents and construction budgets	
Organize and manage general contractor selection	
Provide construction administration services	
Inspect & accept/reject work performed by contractor	
Review and approve all requests for payment	
Oversee close-out and punch list completion	
Secure O&M manuals and all warranty information	

Review of Master Services Agreement

- No showstoppers
- Preferred Additions/Changes
 - ❖ Revised Indemnification (Article 10)
 - ❖ Revised Manager's Responsibilities (Article 1)
 - ❖ Addition of Force Majeure
 - ❖ Addition of Corporate Protection
- Pricing proposed as follows:
 - ❖ Project Specific
 - Lump sum fee as a percentage of total project cost
 - Less than \$500,000 – 8%
 - Between \$500,000 and \$1,000,000 – 6%
 - Greater than \$1,000,000 – 4%
 - Lump sum fee applied like graduated tax rate
 - Ex. \$1,200,000 project = \$500K.08 + \$500K.06 + \$200K.04 = \$78,000
 - First year savings devised through Value Engineering/innovation returned to city; negotiate shared savings on options years

DISCUSSIONS:

Councilmember Schmidt asked Mr. Bowski to address the company's certified project manager experience.

Mr. Bowski noted that the organizational chart provided only shows the core team and not everyone that will support the specific contract. He stated there are dozens of certified project management personnel among the team that can support the project.

Councilmember Schmidt asked what is included in the 8 percent charge for this project.

Mr. Bowski explained that the 8 percent charge is for everything that is articulated in terms of pre-designed services active project management during construction. The city may not award some of those projects, in which case, MATRIX will support all due diligence necessary to get as close as possible to projects that are awarded. They would not be charging 8 percent for the project they are not managing.

Councilmember Schmidt stated that one of the issues they have had the past two years is the need for a project manager to oversee the general contractor, and that the idea and goal were to hire a project manager that will oversee the general contractor during the day-to-day construction of the project.

According to Mr. Bowski, they would not want to take away the responsibility of the general contractor to still fill that role. The company stepping in does not exonerate the general contractor from taking care of their responsibilities. The company will still take a role of a project manager in terms of day to day on site support, administration, scheduling, and budgeting so they could do the quality assurance that is absolutely necessary for their project management.

Councilmember Bagby reiterated that they need a project manager that will manage the project through to completion.

Ms. Charmaine Roberts, Architect, Matrix noted that while working with the Air Force Enlisted Village on a \$20 million construction project, MATRIX provided an owner's representative function where they stepped in to coordinate between the Air Force Enlisted Village, the architect, and the general contractor to make sure everything was handled flawlessly. As the owner's representative, MATRIX had the Air Force's interest in mind first.

Councilmember Hebert noted that the intent was to acquire a broad range capital project management service for the City of Destin. Someone that will manage the general contractor to make sure the job gets done; adding they have a park down on the harbor that had not been completed because they do not have a project manager.

According to Councilmember Bagby, he does not believe MATRIX ought to be performing about 90 percent of the tasking outlined in Article 2 Scope of Services; adding he is interested to know whether MATRIX will only charge the city the 8 percent for project management function as opposed to everything in Article 2 Scope of Services if the city uses its other continuing services contract engineering consulting firms.

Mr. Bowski explained that MATRIX anticipates that 80 percent of every hour spent on this contract will be that construction management on site watching the construction and communicating with the contractor performing the work.

Councilmember Destin moved to authorize the City Manager to execute the Master Services Agreement with Matrix Design Group for Capital Project Management, with stipulations that the final decision on assignment of which project shall go forward will be made by the city council at the recommendation of the City Manager; the city council will approve the scope on each individual project; and the city council will have a designee that will serve as the liaison on each project. Councilmember Hebert provided a second to the motion. Motion passed 7-0 (Council members Schmidt, King, Hebert, Bagby, Destin, Wagner, and Braden voted “yes”).

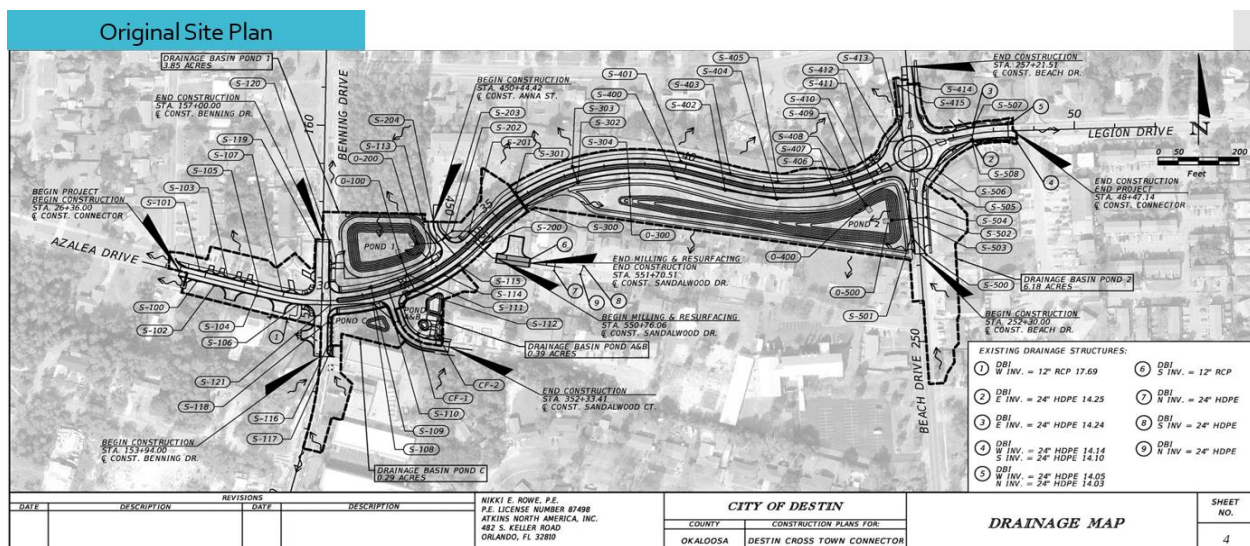
B. Water Quality Improvement Fund (Resolution 22-13)

Finance Director Krystal Strickland explained that the Water Quality Improvement Fund will be set up as a special revenue fund. Special revenue funds are for committed or restricted funds that may be used for either operating or capital project. Special revenue funds are budgeted annually. Capital Project funds are not used for operating and maintenance. Staff recommends reclassifying the NPEB funds from Restricted Capital Projects fund into this fund to better accommodate acceptable use of the NPEB funds, which includes maintenance and repair of infrastructure or ecology programs that improve or maintain water quality of the Destin Harbor. The NPEB fees collected will continue to be tracked with their own revenue and expenditure accounts and will keep their own bank account so as to not be commingled with other city revenues. Staff also recommends reclassifying the Stormwater Trust fund from Restricted Capital Projects fund into the new special revenue fund for Water Quality Improvement. This will allow for annual budgeting of maintenance and repairs for the stormwater discharge units.

Motion by Councilmember Schmidt, seconded by to adopt Resolution 22-13 – Water Quality Improvement Fund – to track activity of the Stormwater Trust Fund and NPEB fees collected passed 7-0.

C. Cross Town Connector - Stormwater Design Update

City Engineer Ryan Scott gave the following presentations:



- At the July 11, 2022 city council meeting, the city council directed staff to obtain costs associated with the redesign of an underground retention system for the cross town connector project, instead of an open surface retention system.
- During the August 1, 2022 city council meeting the city council directed staff to move forward with redesign of retention area #2 so that it is completely underground.

Presented to Council on August 1, 2022							
Comparison Table		\$77,384 Difference					
		NDS	ADS	Contech	Triton	StormTrap	Traditional Retention
Cost	Pond 1	\$457,157.00 (+)	\$810,778.00	\$768,105.00	\$360,156.00 (+)	\$1,024,140.00	\$139,966.00
	Pond 2	\$827,114.00 (+)	\$1,470,296.00	\$1,392,912.00	\$653,121.00 (+)	\$1,857,216.00	\$253,820.00
Inspection	Frequency	Annual	Annual	Annual	Annual	Annual	Annual
Maintenance	Type	Vacuum Truck	JetVac Truck	JetVac Truck	JetVac Truck	JetVac Truck	Mower/Trash & Sediment Removal
	Frequency	Vacuum Sediment as needed. Typically twice a year	Typically every 5-15 years	Typically every 2-years	Sediment exceeds 10" in sum or 3" in header row	Sediment reaches 10%-15% Design Volume	As needed
Material		Polyethylene	Polypropylene Resin	Aluminized Steel	Forced Soy-bean	Reinforced Concrete	Earth/Sod
Minimum Cover	Paved	18"	18"	12"	18"	6"	N/A
	Unpaved	24"	24"	18"	24"	6"	N/A
Service Life		100 years	100 years	75 years	100 years	100 years	100 years
Comments		Only system that doesn't require JetVac	Fastest manufacturer response time. Already provided preliminary system design.	Same volume in 25% smaller footprint than plastic chambers. Only 75 year service life.	Lightest chamber on market. Eco-friendly, LEED credits available.	Only system that can support trees on top. Most Expensive option.	Lowest cost and minimal maintenance: mowing & trash pickup. Occasional sediment removal. Can be landscaped.
Notes		NDS cost is for material ONLY (no stone, installation, etc)			Triton cost is for material ONLY (no stone, installation, etc)		

- Per city council's directive, the Atkins consultants have provided 5 different design options to underground the retention area #2. The city's Engineering Division has reviewed each option and determined which is best suited to incorporate a park area for recreational activities. The 5 options and costs were as follows:

- ❖ ADS StormTech: \$1,470,296
- ❖ Contech: \$1,392,912
- ❖ NDS: \$827,144
- ❖ StormTrap: \$1,857,216
- ❖ Triton: \$653,121
- ❖ Traditional Retention: \$253,820

- NDS and Triton systems pricing did not include installation or gravel bed costs, making the final cost unknown compared to the other options and therefore have been removed from consideration.
- Storm Trap is the most expensive of the options and therefore was removed from consideration.
- The two remaining options were ADS StormTech and Contech.

StormTech vs. Contech

System Comparisons

StormTech

Pro:

- Better long-term durability
- Longer life span
- Less maintenance required
- Depth = ±6'

Con:

- Bigger footprint
- More upfront cost

Contech

Pro:

- Smaller footprint
- Lower upfront cost

Con:

- Less durable
 - Indian Bayou Drainage issues with CMP
 - Overtime can rust and fail
- Less of a life span
- More maintenance required
- Higher maintenance cost
- Depth = ±9'

- Contech uses metal pipe, has a more frequent long-term maintenance requirements, the shortest service life, and is almost three feet deeper when compared to ADS StormTech, and has a higher probability to fail.
- The ADS StormTech system uses plastic pipe, requires less frequent maintenance, has a longer life expectancy, and is three feet shallower.
- The expected construction cost difference between the two is approximately \$77,384.
- The StormTech system provides a balanced quality standard for best value and park usage.
- ADS StormTech is recommended by the Engineering Division in consultation with the Public Works Department.

Councilmember Destin moved to direct the City Manager to continue the redesign of the Destin Cross Town Connector retention system utilizing the ADS StormTech system to underground retention area #2; seconded by Councilmember Bagby.

Councilmember Schmidt noted that the report did not include the source of funding for this project.

The City Manager stated that if the council gives the direction to pursue this option, the Finance Director will bring back potential funding options.

Community Development Director Louis Zunguze noted that if the motion is approved, they will be moving forward to a 100 percent design.

Councilmember King also expressed his concern regarding the funding for this project and how it could affect future expenses and funding for other projects. He also questioned whether it is worth spending \$1.5 million for a small piece of green space.

Motion passed 6-1 (Council members King, Hebert, Bagby, Destin, Wagner, and Braden voted “yes”; Councilmember King voted “no”).

D. Viability of Cross-Town Connector property as temporary recreational area

According to Councilmember Hebert, this is a wonderful way to give that area of town a nice place for residents to walk their dogs from dawn to dusk until that area is finished being developed. She also stated this will not be a maintenance issue for the city as she expects the owners to clean up after their dogs.

Councilmember Hebert moved to direct the City Manager to make all necessary preparations to improve the Cross-Town Connector property to allow the walking of citizens and their dogs; seconded by Councilmember Destin. Motion passed 7-0 (Council members Schmidt, King, Hebert, Bagby, Destin, Wagner, and Braden voted “yes”).

E. Resolution 22-17: Repealing Resolution 21-07 - Eminent Domain

The Deputy City Manager Webb Warren explained that with the receipt of the latest appraisal intimates it quickly became clear that the Shores at Crystal Beach property value had again grown beyond the city’s budget estimates, and that it may behoove them to stand back from what may be a real estate anomaly and to also consider other opportunities; what initially started with a contract purchase price of \$3.6 million, has grown to more than \$7.2 million with further valuation uncertainty. However, this action does not forever close the door on the acquisition of this property but would do so for the immediate future. The proposed resolution will formally end the eminent domain process by repealing Resolution 21-07. While proposed Resolution 22-07 will end the eminent domain process at this time, it is not intended to prejudice the city from reengaging in the process at a time when acquisition, either voluntary or involuntary, becomes feasible. The County Commission is also considering a resolution withdrawing its resolution of support at this time. In a corresponding move, the city and county also proposed amending the latest interlocal agreement regarding beach acquisitions. The amendment to the interlocal agreement is straightforward. It removes references to the middle parcel, updates cost figure, and lowers the amount advanced to the city from \$10 million to \$7.5 million with corresponding and proportionate, lower repayments amount each year.

Councilmember Braden stated that they should not have waited two years to try to obtain this property. It is the crucial middle piece of the 3 properties they needed, and they have already obtained the two properties on either end of it. They should have taken a harder stance and been more aggressive in trying to obtain it earlier with the means available to them instead

of putting up with the property owner's procrastination and hoping he would come around and sell.

Mr. Warren explained this is a complicated process as there are multiple partnerships associated with it as well as different entities from which to get the funding.

Councilmember Schmidt asked what would happen if the seller decided to sell two years from now.

The City Attorney stated that they would need to follow a similar process.

Councilmember Bagby moved to adopt Resolution 22-17; seconded by Councilmember Wagner.

Councilmember King recommends not pursuing the middle parcel at its current price. He stated they already own the two parcels that people see when they come down Hutchinson Street, which in his opinion are the two most important properties. He recommends selling the easternmost parcel and redirecting their efforts on the number one piece of property which is Tarpon Street and putting the rest of the money for something else.

Councilmember Destin inquired as to the thought process behind the idea of obtaining the conservation easement.

The City Attorney stated it was Commissioner Boyle's idea. He thought they could stretch the money a lot further with a large-scale conservation easement now that they created the pathways for access for the public to traverse up and down the beach. He added they would need to engage the services of an appraiser to assess the market value for the easements.

Councilmember Bagby stated he would not support pursuing the middle parcel as he does not believe in rewarding bad behavior. The property owner procrastinated. He may not have any intention of selling his property at all.

Councilmember Braden expressed that he would not support spending \$7 million for a piece of property. He would also like to know more about the idea of obtaining a conservation easement as well as the process involved in it.

The City Attorney explained that the property owner of the beach grants to the city and/or the county on behalf of the general public the ability to use a certain section of the beach – for example, 5 feet from the toe of the dune to the erosion control line – for general beach activities such as sunbathing, swimming, and ingress/egress. The city would essentially purchase a small portion of the property owner's right. The idea is that this option would be much cheaper than buying the whole piece of property.

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

Motion by Councilmember Destin, seconded by Councilmember Hebert, to direct the City Manager to pursue, in cooperation with the county, the acquisition of a conservation

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

F. Announcements

1. Joint Workshop of the Town Center CRA and Harbor CRA Advisory Committees on Wednesday, October 19th, 5:30 PM, in the Annex Council Chambers, regarding the undergrounding of utilities.
2. The city’s Open House is scheduled for Thursday, October 20th, 11:30 AM to 1:00 PM, at the Destin Community Center.
3. Annual Fall Fest at the Destin Community Center on Monday, October 24th, from 5:00 to 8:00 PM.

5. PUBLIC HEARINGS

- A. First reading of Ordinance 22-15-CN - Amending appropriations for certain expenditures, expenses, capital improvements, and certain indebtedness for the City of Destin, Florida for the fiscal year beginning October 1, 2021 and ending September 30, 2022.

The City Attorney read proposed Ordinance 22-15-CN by title, and then presented it to the city council on first reading.

AN ORDINANCE OF THE CITY OF DESTIN AMENDING APPROPRIATIONS FOR CERTAIN EXPENDITURES, EXPENSES, CAPITAL IMPROVEMENTS AND CERTAIN INDEBTEDNESS FOR THE CITY OF DESTIN, FLORIDA FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2021, AND ENDING SEPTEMBER 30, 2022; AND PROVIDING FOR AN EFFECTIVE DATE.

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

Motion by Councilmember Bagby, seconded by Councilmember Destin, to approve Ordinance 22-15-CN on first reading passed 7-0 (Council members Schmidt, King, Hebert, Bagby, Destin, Wagner, and Braden voted “yes”).

- B. First reading of Ordinance 22-16-CN - Providing for a six-month extension of the temporary moratorium on livery vessel permits; directing staff to develop recommendations for regulation of livery vessels; providing for expiration of moratorium on June 30, 2023.

The City Attorney read proposed Ordinance 22-16-CN by title, and then presented it to the city council on first reading.

AN ORDINANCE OF THE CITY OF DESTIN, FLORIDA RELATING TO LIVERY VESSELS; PROVIDING FOR FINDINGS OF FACT; PROVIDING FOR A SIX-MONTH EXTENSION OF

THE TEMPORARY MORATORIUM ON LIVERY VESSEL PERMITS; DIRECTING STAFF TO DEVELOP RECOMMENDATIONS FOR REGULATION OF LIVERY VESSELS; PROVIDING FOR EXPIRATION OF MORATORIUM ON JUNE 30, 2023, PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

The mayor opened a public hearing to receive comments for or against the proposed ordinance.

Mr. Gene Eisenmann, a Destin resident, informed the council that he is the new president of the Water Sports Coalition. He stated that they have no major opposition to the proposed ordinance; however, there are some concerns about illegal livery operations taking place. He stated there is no distinction between bare boats and livery. He asked for more enforcement in this regard.

Mr. John Stephens, a Destin resident and livery operator, pointed out that part of the proposed ordinance is about directing staff to develop recommendations for regulation of livery vessels. He stated that he sent an email to the council detailing recommended additions to livery vessel regulations. He urged the council to consider adopting his recommendations as they have a lot to do with enforcement and safety.

Ms. Maya Shulder, a livery operator, questioned the precedence of a temporary 5-year moratorium on livery vessels. She stated that a 5-year moratorium does not equate to a temporary moratorium. She also asked if there are any other precedence for a temporary moratorium for any other industry that has taken this long.

Mr. Mike Abadie, a Destin resident and livery operator, stated that they have been trying to figure out for years how to stop the rogue operators, which have increased to the creation of this moratorium, from operating. They have calculated about a thousand illegal rentals in the City of Destin over the past summer. This equates to over \$1 million of untaxed and unpermitted businesses. Rogue operators are being allowed to operate freely and without much opposition. He also noted that he has filed a public records request that covered the period of January 1st to August 7th this year. The information revealed that there have been 5 verbal warnings, no written warnings, no citations issued, and no fines imposed during that period. For this reason, there is no risk for these rogue operators to continue to operate. He recommends imposing a \$10,000 fine for anyone operating on the city's waterways without a livery license and a \$5,000 fine for operating without a Business Tax Receipt (BTR) and failed to comply within 48 hours following a written citation. He also recommends the Sheriff's Department of the US Coast Guard seizing the vessels of those that are caught operating illegally. He added that he would be willing to offer a \$1,000 reward to anyone that provided information about an illegal operation to the city that resulted in the above punishment.

Having no further comments from the public the mayor closed the public hearing portion and turned the matter over to the city council for discussion and consideration.

Councilmember Schmidt moved for approval of Ordinance 22-16-CN on first reading; seconded by Councilmember Wagner.

Councilmember Schmidt recommends they schedule a city council workshop beginning in January 2023, soon after they receive the complete Harbor Capacity Study results, to discuss development of livery vessel regulations.

The Land Use Attorney noted that with regards to fines, the State Legislature does not allow local jurisdictions to impose fines as high as what Mr. Abadie was recommending. They are limited under citation authority to amount much lesser than those numbers. The Special Magistrate can allow them to impose a fine of \$250 a day for the initial violation, and a maximum of \$500 day for a repeat violation. She continued that she has had lots of discussions with the Code Compliance Director and the City Manager about ways to make the process more efficient and have come up with some ideas. The warning will need to stop as everyone should be aware of the rules by now. There should be shorter time for compliance. They also plan to schedule a Special Magistrate Hearing twice a month rather than just once a month.

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

- C. Candi Gray of Emerald Coast Permitting, Inc., on behalf of Wayne Lung of Heron’s Nest LLC has submitted an application for City Council review and determination for construction of a 26-slip commercial marina to be located at 105 and 109 Calhoun Avenue. The marina is proposed to consist of one (1) 392’ x 8’ access pier, one (1) 171’ x 9’ terminal platform, six (6) 30’ x 4’ finger piers, four (4) 25’ x 3’ finger piers, and two (2) 21’ x 3’ finger piers, comprising a total of ±5,821 square feet. The marina is also proposing to provide a Water Taxi Boarding Area.

The City Attorney sworn in the following individuals for testimony:

Daniel Butler, Senior Planner, City of Destin
Mike Buckingham, Applicant’s Representative

Next, the City Attorney asked whether there have been any ex-parte communications pertaining to this project that have taken place.

Councilmember Schmidt announced he has had some conversations with different individuals recently regarding this application; however, he does not feel any of it would prejudice his ability to make an impartial decision regarding this project.

Councilmember Destin stated he has spoken to several people in the community regarding this project, but it will not affect his ability to make an impartial decision.

Councilmember Wagner announced he had spoken with several individuals about this project, but it will not affect his decision-making tonight.

Councilmember King – no ex-parte communications
Councilmember Hebert – no ex-parte communications
Councilmember Bagby – no ex-parte communications
Councilmember Braden – no e-parte communications

Senior Planner Daniel Butler presented the project.

The project was heard and received recommended approval by the Harbor and Waterways Board on Monday, September 26, 2022. Also, the project requested a Variance from *LDC Section 11.05.01.M*, regarding the maximum length of dock allowed. The maximum length allowed along the Choctawhatchee Bay is 1.5 feet per linear foot of water frontage. The plans show 208 feet of waterfront, allowing for a 312' long pier. The proposed project is proposing a 392' long pier. The excess length is due to an identified environmentally sensitive area of sea grass within the first 100+/- feet of the pier. The Variance Request was approved at the regularly scheduled Board of Adjustment on October 5, 2022.

There are inconsistencies in the requested number of slips illustrated on the "revised" site plan submitted to the city versus the site plan submitted to the Florida Department of Environmental Protection (FDEP) and the United States Corps of Engineers (USACE). The number of slips on the approved USACE and FDEP plans are thirty-three (33). However, the applicant is requesting twenty-six (26). Twenty-five (25) commercial slips plus one (1) transient slip are identified as a "Transient Mooring Area." This transient mooring area is considered a slip and therefore shall only allow for one (1) transient vessel at a time. The applicant will be required to revise and resubmit the plans accordingly.

It is worth noting there are two existing docks at the site and portions of both structures exist within 25' of the riparian lines. The dock to the south will retain one boat slip or lift as identified on the site plan. The dock to the north is identified to have the existing boat lift removed. However, the dock layout is remaining untouched.

City staff has reviewed the application and determined that the plans comply with City codes and regulations, aside from the approved Variance requested for the maximum length of the dock.

Councilmember King inquired as to the uses of the allotted slips.

According to Mr. Buckingham, he has been pushing very hard over the years for a city marina to protect the fishermen. Their goal now is to have bay boat fishing and allow bay boat fishermen to have a place in the bay to operate their boats and their businesses.

The mayor stated they get a lot of west wind, but he did not see break water in the plans for this dock.

Mr. Buckingham stated it is something they are taking into consideration. They would have to go to the Florida Department of Environmental Protection and the Corps of Engineers first and then come back and request for break water.

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

Councilmember Schmidt moved to approve the Commercial Marine Construction project located at 105 and 109 Calhoun Avenue, subject to the recommended Harbor and Waterways Board conditions and all applicable federal, state, and city permit requirements; and with stipulation that the city council has final approval on the development order. Councilmember Hebert provided a second to the motion.

Councilmember Schmidt requests to see the whole plan before it is finally approved as either a Minor or Major Development Order.

Councilmember Bagby noted there has to be parking associated with this dock, which is what they have previously agreed upon on Norriego Point.

According to the Land Use Attorney, they would have to provide parking, which is part of their development order. The applicant needed a variance from the Board of Adjustment to get this dock at this length, which is why they went to that process first before determining what they were going to do for their development order. She also pointed out there are different parking requirements based on the type of vessels that go into those slips; adding this information will be provided during the development order process.

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

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

A. Councilmember Braden

Councilmember Braden commented that with regards to the allegations made earlier by a citizen against the city’s Code Compliance Director, he feels a complaint process ought to be initiated regardless of whether the complainant decides to file a formal complaint.

The City Attorney will review the city’s current formal complaint process in detail.

B. Councilmember Wagner

C. Councilmember Destin

1. Installing a raised pedestrian crossing on Sibert Avenue similar to the raised pedestrian crossing located at the corner of Zerbe and Calhoun.

Councilmember Destin moved to instruct the City Manager to install a raised pedestrian crossing on Sibert Avenue similar to the raised pedestrian crossing located at the corner of Zerbe and Calhoun; seconded by Councilmember Bagby. Motion passed 7-0 (Council members Schmidt, King, Hebert, Bagby, Destin, Wagner, and Braden voted “yes”).

Councilmember Destin requests staff search for a set of plans that they have discussed in the past regarding intersection improvements for the crosstown connector and provide them to the council. He also recommends taking a comprehensive look at FDOT’s proposed solution for improving the intersection.

Councilmember Destin announced that former City of Destin Mayor Ken Beaird passed away recently.

Councilmember Bagby moved to lower city flags at city facilities located within the city limits to half-staff immediately until sunset the day of interment in honor of former Destin Mayor Ken Beaird; seconded by Councilmember Hebert. Motion passed 7-0 (Council members Schmidt, King, Hebert, Bagby, Destin, Wagner, and Braden voted “yes”).

D. Councilmember Bagby

1. Code Compliance Process

Councilmember Bagby noted that the code compliance process has been the number one issue for over 9 years that he has been a member of the council. Historically, there have been a lot of problems not just in the city but in the county. It is an issue at Walton County, and they have 20 officers just for beach code enforcement. He continued that the Code Compliance Department is getting all the blames but not all of the problems they have are with the code compliance team. They are all partly to blame as they do not educate their citizens on the rules or process involved and what they ought to be doing. They are not giving their Code Compliance officers the tools they need to function more effectively. He noted that the city has a City Help Desk section online that the citizens can use to submit a complaint to the city on about 40 different subject matters. The complainant receives a tracking number that enables them to track the status of the complaint, the action taken and the length of time it took to resolve the problem. He agrees that verbal or written warnings are no longer necessary, but they have to empower these officers to start writing citations. They need to start identifying the specific instances and specific areas in the city where written citations rather than warnings would be more appropriate. They need to empower the new Code Compliance Officer and her team to do the job they want them to do.

According to the Land Use Attorney, the struggle for staff is knowing the priorities of the the council; adding that input from the council as what those priorities are would be very helpful for staff.

Councilmember Destin agrees that the council needs to identify their priorities to the City Manager who in turn conveys them to staff. They also need to train their Code Compliance officers and give them a clear standing of the code as it is very hard to enforce anything if they do not have a clear standing of the code. He also stated that he is relying on the city’s attorneys to conduct a workshop with the officers and provide that training. Once the council has identified their priorities, they should sit down with staff and explain the ordinances that deal with those particular subject matters to make sure they have the knowledge necessary to go forward and enforce the codes.

- E. Councilmember Hebert
- F. Councilmember King
- G. Councilmember Schmidt

Councilmember Schmidt recommends having the Code Compliance Director discuss the direction of her department for this coming year at a future council meeting.

H. Mayor Gary Jarvis

1. Returning to traditional sports seasons or to successful city-run sports programs in the past for each individual sport.

The mayor will discuss this item at the next city council meeting.

I. Land Use Attorney

J. City Attorney

7. PUBLIC COMMENTS

ADJOURNMENT

Having no further business at this time, the meeting was adjourned at 9:42 PM.

Gary Jarvis, Mayor

ATTEST:

Rey Bailey, City Clerk

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: November 28, 2022

TYPE OF AGENDA ITEM: Consent Agenda

AGENDA OUTLINE NUMBER: 3.F.

TO: City Council

THRU:

FROM:

DATE:

SUBJECT: Draft Minutes of Boards and Committee Meetings

I. BACKGROUND:

II. DISCUSSION:

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

III. CONCLUSION:

IV. RECOMMENDED MOTION:

Attachments:

- 1. 10-5-22 BOA
- 2. 9-27-22 Parks&Rec
- 3. 10-19-2022 tcraac-hcraac workshop

**DRAFT
BOARD OF ADJUSTMENT
DESTIN CITY HALL BOARDROOM
WEDNESDAY, OCTOBER 5, 2022
5:30 P.M.**

1. CALL TO ORDER:

Chairman Weidenhamer called the Board of Adjustment Meeting to order at 5:30 p.m., on Wednesday, October 5, 2022, at Destin City Hall Boardroom.

2. ROLL CALL & PLEDGE OF ALLEGIANCE:

Present:

Tom Weidenhamer
Daniella Piper
Kimberley Mergler
Cyron Marler
Robert Pinard
James Moomaw

Absent

David Emerson

Staff Present:

Rey Bailey City Clerk
Daniel Butler Senior Planner
Webb Warren D. City Manager
Christopher Willis Planner
Kyle Bauman City Attorney

3. APPROVAL OF MINUTES:

➤ **June 1, 2022**

Motion to approve the minutes of the June 1, 2022 meeting was made by Board member Pinard, with Board member Moomaw providing the second. The motion passed 5-0.

5. PUBLIC COMMENT:

None

6. NEW BUSINESS:

A. 22-55-VR – Okaloosa County Tower Variance Request

The City Attorney swore in staff member Daniel Butler, the applicant, Greg Coffey and Cristina Girardi for any testimony they may need to provide. He then asked staff if they wanted to enter the staff report and all attached exhibits into the record, with no objections by either sides, the City Attorney entered the documents into the record.

Mr. Butler explained Cristina Girardi of Williams Communications, Inc., on behalf of Okaloosa County, is requesting approval of a Variance Request, 22-55-VR. This request is seeking relief from LDC Section 7.19.08 & Section 7.19.03.B.3.f, which is related to a communication tower setbacks and maximum tower height for the proposed Okaloosa P25

DRAFT

Public Safety Communications tower to be located in Destin. The subject tower is one (1) of twelve (12) towers being built throughout the County as part of a multi-million dollar investment in a unified public safety system that will serve over thirty (30) local emergency and public safety agencies. The location of the towers are driven by the design of a system that needs to meet a stringent inbuilding coverage requirement of 30dB in 95% of the county. The subject tower is located at 218T Main Street, Destin, FL 32541 and is in compliance with Comprehensive Plan policies 8-1.1.1: Ensure Effective Intergovernmental Coordination, Policy 8-1.1.4: Coordinate with Okaloosa and Walton Counties on Development and Growth Management Issues and Policy 11-1.2.6: Safety

Chairman Weidenhamer opened the hearing for public comment, with no one coming forward to speak on the request, he closed the public portion of the hearing.

Motion by Chairman Weidenhamer, seconded by Board member Marler to approve Variance 22-55-VR. The motion passed with a unanimous vote of 6-0.

B. 22-53-VR – 105 and 109 Calhoun Avenue Variance Request

The City Attorney swore in staff Daniel Butler and the applicant, Mike Buckingham for any testimony they may need to provide. He then asked staff if they wanted to enter the staff report and all attached exhibits into the record, with no objections by either sides, the City Attorney entered the documents into the record.

Chairman Weidenhamer opened the hearing for public comment, with no one coming forward to speak on the request, he closed the public portion of the hearing and turned the hearing over to the members for any questions or comments.

Mr. Butler explained Candi Gray of Emerald Coast Permitting, Inc., as well as Mr. Buckingham of 105 & 109 Calhoun Land Trust, is requesting approval of a Variance Request, 22-53-VR. This request is seeking relief from the maximum allowable dock length, per Land Development Code Section 11.05.01.M. The project includes construction of a new commercial marina, consisting of a proposed dock length of $\pm$ 392' that houses twenty-five (25) slips plus one (1) transient slip, for a total of 26 slips total. The subject property is located at 105 & 109 Calhoun Avenue (Parcel IDs: 00-2S-22-0630-0000-1211 & 00-2S-22- 0630-0000-1210). The applicant is requesting a variance request from LDC Section 11.05.01.M Marina Siting – Maximum Dock Length. The maximum length allowed along the Choctawhatchee Bay is 1.5 feet per linear foot of water frontage. The plans show 208 feet of waterfront, allowing for a 312' long pier per Code. The proposed project is proposing a 392' long pier. The excess length is due to an identified environmentally sensitive area of sea grass within the first $\pm$ 100 feet of the pier. Therefore, the applicant is requesting a variance from LDC Section 11.05.01.M Marina

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Siting –Maximum Dock Length.

Additionally, Mr. Butler informed the Board members that in order to approve the request, the applicant must meet the following conditions:

- A. That special conditions or circumstances exist which are peculiar to the land, structure or building involved and which are not applicable to other lands, structures or buildings in the same zoning district.**

Applicant response: The circumstances are due to permitting conditions placed on the property by the US Army Corps of Engineers (USACE) due to grass bed locations.

Staff Findings: There is currently submerged aquatic vegetation covering ±86' waterward of the site area that has been deemed as unusable by the USACE unusable area has forced the applicant to extend further out into the water to accommodate the proposed slips. Therefore, staff agrees that this criteria has been satisfied.

- B. That special conditions and circumstances do not result from the actions of the Applicant.**

Applicant response: The USACE limits the construction of the dock/piers within the first 86 feet of the shoreline.

Staff Findings: The applicant had initially proposed 33 slips, which were approved by USACE and FDEP in 2020. USACE has limited the construction within the first 125' of the shoreline due to the identified environmentally sensitive area of sea grass, requiring the applicant to extend further into the water and increasing the total length of the dock. Therefore, staff agrees that this criteria has been satisfied.

- C. That granting the requested variance will not confer on the Applicant any special privileges denied by any zoning ordinance to other lands, buildings, or structures in the same zoning district.**

Applicant Response: Granting this variance does not confer any special privilege, only a modification to the length of the dock due to grass bed locations.

Staff Findings: As there are special environmental conditions on the subject site, granting the requested variance will not confer on the applicant any special privileges denied to others. Therefore, Staff agrees that this criteria has been satisfied.

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- D. That literal interpretation of the provisions of any zoning ordinance would deprive the Applicant of rights commonly enjoyed by other properties in the same zoning district, under the terms of any zoning ordinance, and would result in unnecessary and undue hardship for the Applicant.**

Applicant Response: The applicant should be allowed the full length of usable dock as enjoyed by other properties with similar configurations, which would be realized if not impacted by the permit and grass bed locations.

Staff Findings: The limitations applied by the USACE due to the existing environmentally sensitive area does not allow the applicant to use the first 125' of the proposed dock. The literal interpretation of the Code would only allow the applicant to construct a dock of 312' in length, leaving only 185' of useable length of dock. Therefore, the literal interpretation of the LDC would deprive the applicant of any rights or cause an unnecessary or undue hardship. Staff agrees that this criteria has been satisfied.

- E. That the variance granted is the minimum variance that will make possible the reasonable use of the land, building or structure.**

Applicant Response: This is the minimum variance required to make reasonable use of the proposed permitted structure.

Staff Findings: The requested variance would allow the applicant to extend the length of the dock further than the maximum allowable length per the LDC, but due to the identified environmentally sensitive area and the proposed use, the first 125' waterward length is unnavigable with the proposed vessels without dredging the environmentally sensitive area. Therefore, Staff agrees that this criteria has been satisfied.

- F. That the granting of the variance will be in harmony with the general intent and purpose of any zoning ordinance and that such variance will not be injurious to the area involved or otherwise detrimental to the public welfare.**

Applicant Response: The granting of the variance is consistent with the surrounding uses and structures and is not detrimental to the public welfare.

Staff Findings: Given the environmentally sensitive area identified by the USACE, the LDC allowing for dock lengths to be 1.5 times the linear water frontage, and the proposed use is allowed in the zoning district. Therefore, Staff agrees that this criteria has been satisfied.

Additional Responses: As the applicant is requesting variance from LDC Section

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11.05.01.M Marina Siting, to authorize any variance from the terms of the conditions, the Board of Adjustment must find:

G. LDC 11.05.09 Exceptions. Exceptions from the provisions of Section 11.05.01 are as follows: 11.05.09.A., The Board of Adjustment may approve an exception for docks and pilings to be extended beyond the limits allowed in paragraphs M and N of Section 11.05.01 provided that, in addition to the criteria listed in Section 2.25.03.G, the following criteria is also met:

1. That site-specific environmental conditions would impede placement of slips near or next to the shoreline.

Applicant Response: Existing regulatory authorizations (FDEP 0317602-002-EI/46; USACE SAJ-2019-03226) prohibit mooring within 125 ft. of the shoreline. Seagrasses are documented in the vicinity of the shoreline and water depths are too shallow to avoid permanent impact to these resources if mooring were to be proposed.

Staff Findings: The site-specific environmental conditions that impede the placement of slip near the shoreline are located within the first 125' of the shoreline. It is covered by an environmentally sensitive area of sea grass, making the applicant extend further into the water and increasing the total length of the dock. Therefore, Staff agrees that this criteria has been satisfied.

2. That site specific environmental conditions exist that prohibit dredging.

Applicant Response: Seagrasses exist within 110 ft. of shoreline, where permanent impacts from dredging would be unacceptable to regulators.

Staff Findings: The existing environmentally sensitive area has forced limitations by USACE that prohibit dredging and does not allow the applicant to use the beginning section of dock. Therefore, Staff agrees that this criteria has been satisfied.

3. That the proposed layout of the dock and pilings does not create a hazard to navigation.

Applicant Response: Potential effects on navigation has been reviewed and approved by regulatory agencies. At its furthest extent, the proposed dock remains 425' from the federal navigation channel. The facility should maintain USCG approved navigation lights (PATONs) at the north and south corners of the most waterward "T"-dock.

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Staff Findings: The proposed application has been reviewed by FDEP and USACE for assurance of Navigation and Maintenance. The Permittee understands and agrees that, if future operations by the USACE 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 USACE to remove, relocate, or alter the structural work or obstructions caused thereby, without expense to the USACE. Therefore, Staff agrees that this criteria has been satisfied.

4. That no additional slips are obtained that would otherwise fit into a dock of the maximum size allowed without the exception.

Applicant Response: Proposed dock length 386' is based upon slip dimensions, and to meet market demand within the limitations of City Code. Proposed twenty-six (26) slips are based upon water depth to preclude dredging.

Staff Findings: As previously stated, the applicant has revised the plan to reflect a total of twenty-five (25) slips plus one (1) transient slip, which reflects a reduction of six (6) slips. As the first six (6) slips, as shown on the USACE and FDEP plans, are now being removed, we defer to the Board on whether this criteria has been met and whether the evidence and justification provided by the applicant satisfies this criteria.

The Chairman opened the hearing to the public for input, with no one coming forward, he closed the public portion of the hearing and asked the Board members for comments or a motion.

Board member Marler asked what exactly the impact is in the shallow area for this request.

According to Mr. Buckingham, the USACE stipulated the presence of seas grasses causes them to go out further as well as the shallowness of the water.

Board member Pinard questioned what the future plan may be of the request, adding that there most likely would be a need for parking. According to Mr. Buckingham, the plan is to stay as it is now be presented, bay fishing trips adding that currently all of the proposed slips have already been reserved. He also informed the Board the property has plenty of parking as it is now. However, he also owns the property across the street that can be used for any additional overflow parking, if necessary.

Board member Mergler asked if the proposal is for a city marina. Mr. Buckingham replied that this is a private owned project. She then asked what type of materials is proposed to be used and are they going to use Freeflow in the area where the sea grasses are present. According to Mr. Buckingham, Freeflow will be used and is required per USACE and is a part of the design for those areas where the grasses are present. Additionally, they are wanting to use concrete for the project but that depends on the

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total cost and if it will be affordable.

Board member Piper stated that she thought projects could not be built over seagrasses at all.

According to Mr. Buckingham, the USACE are the ones that set the rules that have to be adhered to and they approved the permit design for the project he is presenting.

Board member Marler asked if there are plans to provide fuel. According to Mr. Buckingham they are not planning to provide fuel at this time and briefly explained that is a whole different level of permitting approval.

Board member Piper asked if there is a plan in the future to allow more pontoon boat rental companies. According to Mr. Buckingham, that is not the plan and that their vision is strictly for bay fishing.

Board member Mergler then asked why they felt they need so many slips pointing out that the area is very quiet now and questioned what the surrounding residences have to say about the proposed request. According to Mr. Buckingham, the adjacent neighbor to the north is agreeable and was present that the Harbor and Waterways Board, who has recommended Council to approving it, and the other adjacent property owner is the city owned park. Additionally, he informed the board that he co-owns the property across the street. She asked if they would be willing to not put in as many slips as they are proposing. According to Mr. Buckingham, they originally proposed to have 6 more and had to scale back and this amount of slips is allowed in the code and is their right as a property owner.

Board member Mergler stated that she understands the rights of property owners, but just doesn't understand why the project has to be so big and asked if they, as board members, have the right to suggest that.

According to the City Attorney, they do, however, they have the 10 criteria that they are to base their approval or denial of the project.

Agency member Marler asked Mr. Buckingham for assurance that the slips are all reserved for bay boat fishing only and that they are all charter type boats that have certified captains. Mr. Buckingham answered affirmatively that statement is correct. Adding that he has never been a fan of pontoon boats and has always supported the charter boat industry and is also pushing hard for a city marina.

Board member Marler provided some historical information regarding the land and the shallowness of the water and pointed out that the project will not interfere with the navigational channel. Additionally, there are other projects along the same shoreline that go out and named the Army Camp as one.

Motion by Board member Weidenhamer to approve Variance request 22-53-VR – 105 and 109 Calhoun Avenue with the following conditions:

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- **Prior to issuance of a Building Permit, the applicant shall submit a revised dock drawing to all applicable Federal, State, and City agencies showing the maximum slip density and allowed length as approved by the Board of Adjustment.**
- **A Marine Construction Permit shall be applied for with the updated Federal and State approved plans no later than six months and completed no later than 12 months from the grant of variance.**

Board member Marler providing the second. The motion passed 4-2, with Board members Mergler and Piper voting no.

5. ADJOURNMENT:

There being no further business the meeting was adjourned at 5:30 p.m.

Adopted and approved this _____ day of _____ 2022.

Tom Weidenhamer, Chairman

Kim Montgomery, Deputy City Clerk

**MINUTES OF THE
PARKS & RECREATION COMMITTEE
MEETING DESTIN CITY HALL BOARDROOM
SEPTEMBER 27, 2022 MEETING - 4:00 PM**

1. CALL TO ORDER:

Chairwoman Trammell called the Parks & Recreation meeting to order at 4:00 p.m. on Tuesday, September 27, 2022, in the Destin City Hall Annex Chambers with the Pledge of Allegiance immediately following.

2. ROLL CALL:

<u>Members Present</u>	<u>Member Absent</u>	<u>Staff Present</u>
Sandy Trammell	Matthew Sweetser	Kim Montgomery Deputy City Clerk
Nikki Johnson	Leslie Schmidt	Lisa Firth Recreation Director
Danielle Piper		Ryan Reed Dep. Recreation Director
Lisa Mason		Michael Baird Parks & Rec Supervisor

3. APPROVAL OF MINUTES:

➤ **August 23, 2022**

Motion to approve the minutes of the August 23, 2022 meeting was made by Committee member Mason, with Committee member Piper providing the second. The motion passed 5-0.

Motion to change the Order of the Day on the agenda to move item with Committee member Johnson providing the second for the following:

- **Committee member Johnson wants to discuss a memorial for Dot Jones**
- **Committee member Piper wants to discuss Master Gardner**
- **Chairwoman Trammell wants to add Ball Park discussion under Old Business and add Recreation Master Plan discussion under Old Business**

The motion passed 5-0.

4. OLD BUSINESS:

➤ **Park Inspections**

Chairwoman Trammell asked Mr. Reed if he would provide sample park inspection sheets at their next meeting. He agreed and informed the members that the past inspections that they have turned in have been great, adding that the more details they can provide the better for staff to locate and make the necessary repairs.

For the Harborview Park, Chairwoman Trammell asked if staff thought it would be ideal to shut the park down until all the necessary renovations have been completed.

Mrs. Firth explained that staff did have it closed while the structural inspections were being conducted, and no issues were found and everything was pressure washed.

➤ **Adopt-a-Park Criteria**

The Chairwoman asked if staff preferred to have different guidelines for each adopt criteria (Park, Bench, Tree) or just use the same form throughout. Committee member Piper mentioned adding the Liability Waiver the City Attorney has reviewed and approved. During discussion, Committee member Johnson suggested allowing at least 2 groups adopt the larger parks, that way they could potentially clean up more and it get done every month.

➤ **Ball Park Update**

Currently the Interlocal Agreement between the city and the high school is being reviewed by the attorneys and it will outline everything the school needs to do to get the permit and get it to where it needs to be. Additionally, they have the approval to start purchasing what's necessary to get the field in order.

5. NEW BUSINESS:

➤ **Review Goals and Objectives and Subdivide the Tasks**

According to the Chairman, these items don't have a deadline to get accomplished, and are just reminders of their assigned tasks but they do need to work towards getting them done and each will be under their names on the agenda.

➤ **Beach Committee**

The Chairwoman spoke of how these meetings will start again in March 2023 and two member are needed to attend, one volunteer and one back up.

Mrs. Firth explained the essence of how this meeting was created for the tourist business industry and city staff to get together and meet unofficially to discuss different issues that impact not only city staff and the county, but the vendors, the tourist as well as private property owners. She provided an example of how an incident arose after a significant storm event where she and her staff ended up cleaning up the beach from Crystal Beach to Norriego Point. Adding that a lot of the debris was from private property vendors who, instead of assisting with picking up torn up vendor boxes and debris, they'd just say something like, "Oh that's not mine it belongs to so-and-so vendor" and none of it got picked up. As a result of that and other issues, the group was created in order to get everyone on board to help out on all aspects, from the turtle watching groups, the County beach cleaners, all the beach vendors, and city staff. This brings everyone together to discuss and work out issues that may arise and them as well.

➤ **Member Comments:**

Committee member Johnson – Spoke of the recent passing of Dot Jones and dedicating the pavilion at Clement Taylor Park in her memory is in order, since she would go there a lot and meet with people and work on her articles that appeared in the Destin Log.

Motion by Committee member Johnson, seconded by Committee member Piper to have a plaque made in dedication to the memory of Dot Jones. The motion passed with at 4-0 vote.

Committee member Mason – Brought spoke of the garbage cans on the beach on Holiday Isle and if there is anything to make them look better. This topic was briefly discussed and staff informed the members that all the cans are being changed to the white steel drums, which enables Waste Management to get their machinery to grab and dispose of the garbage into the trucks.

Committee member Piper – Mentioned how people interested in becoming Master Gardeners need to have volunteer hours to achieve their designation and mentioned that they could volunteer their time at city parks to both pull weeds and provide their professional advice on what plants would work well and where in the parks. She also asked the members to be on the lookout for areas where murals could be painted or, at the very least, on garbage cans.

Chairwoman Trammell – Spoke of the tree dedication in Mrs. Tammy Scott's memory was planted in North Kellaire Park.

Mrs. Firth informed the members that the city also received a donation to purchase a tree and a park bench at Clement Taylor Park with no personal recognition, just a place for people to sit and enjoy themselves.

The members discussed taking over Matthew's Park assignments and divided them up amongst each other.

Mrs. Firth then informed to the members the upcoming events taking place in the city for the upcoming month.

➤ **Public Comments: None**

➤ **Next meeting: November 22, 2022**

ADJOURNMENT:

Having no further discussions, the meeting adjourned at 6:40 PM.

Adopted and approved this _____ day of _____ 2022

Sandy Trammell, Chairwoman

Kim Montgomery, Deputy City Clerk

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**MINUTES
TOWN CENTER & HARBOR COMMUNITY
REDEVELOPMENT AGENCY
ADVISORY COMMITTEE JOINT WORKSHOP MEETING
OCTOBER 19, 2022 - 5:30 PM
DESTIN CITY HALL BOARDROOM**

1. CALL TO ORDER:

Chairman Wernet called the meeting to order at 5:30 PM on Wednesday, October 19, 2022, at the Destin City Hall Annex Council Chambers with the Pledge of Allegiance immediately following.

2. ROLL CALL:

Members Present

Lockwood Wernet
Michele Sandstead
Delores Morrell
Dorothy Robinson
Mike Buckingham
Jim Green
Casey Jones
Mike Raim

Members Absent

Matthew Sweetser

Staff Present

Kim Montgomery Deputy Clerk
Lance Johnson City Manager
Louis Zunguze, CD Director
Krystal Strickland, Finance Director
Jeffrey Cozadd Grants & Projects Mgr.
Ryan Scott City Engineer

3. JOINT TOWN CENTER & HARBOR CRA WORKSHOP

➤ **Utility Undergrounding Update – Easements and Lighting, Mark Porter**

Mr. Zunguze spoke of how each of their prospective committees recommended funds to be set aside for this project and mentioned the policy City Council adopted into the Comprehensive Plan for the undergrounding project, and how both are significant commitments towards the project.

Mr. Mark Porter with Utility Consultants of Florida explained to the members that he works with several municipalities throughout the state on these type of projects and how they work with all the local businesses involved to ensure there is a minimum of impacts to those businesses as possible throughout the process. Additionally, they are working with FP&L for the preliminary design that should be out by the middle of November, unless there is a delay from the storm. He then introduced the project manager, Stephanie Lindsey.

Ms. Lindsey explained that the main item they would be focusing on are the easements at this point of the project. The easement would most likely be 10'x10' and the equipment which is the transformers would not be the entire size of the easement and would most likely have landscaping surrounding them so they are not that noticeable, if that is the wishes of the property owner. She provided the members with the following presentation showing examples of areas in

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the city where transformers on poles are located and how they may look once the lines and poles are removed and replaced with the ground transformers. Additionally, she explained that some owners may wish to have the transformers wrapped or just keep them plain as depicted in the presentation.



		TABLE OF CONTENTS
01	ABOUT THE PROJECT	
02	BENEFITS	
03	PROJECT STAGES	
04	EASEMENTS	
05	SNEAK PEEK	



What is Undergrounding

The the replacement of overhead cabling providing electrical power, voice and data communications with underground cables.

Following the migration of all above ground cables, utility pole removal occurs.

Why Underground

Florida has very active hurricane & seasonal storm weather patterns. Following these storms, widespread outages of electric service are experienced.

Outage durations range and can be extended periods of *up to two weeks or more*.

Undergrounding reduces the frequency of these outages.



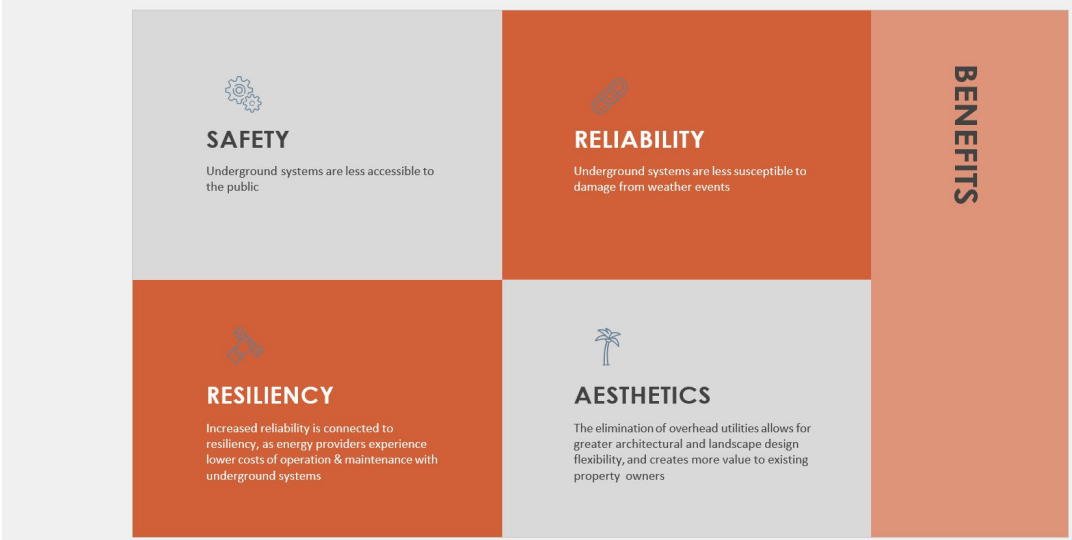
WHY

After powerful storms, this is a common sight.

Downed power poles and lines pose a threat to residents, first responders, and the community as a whole.

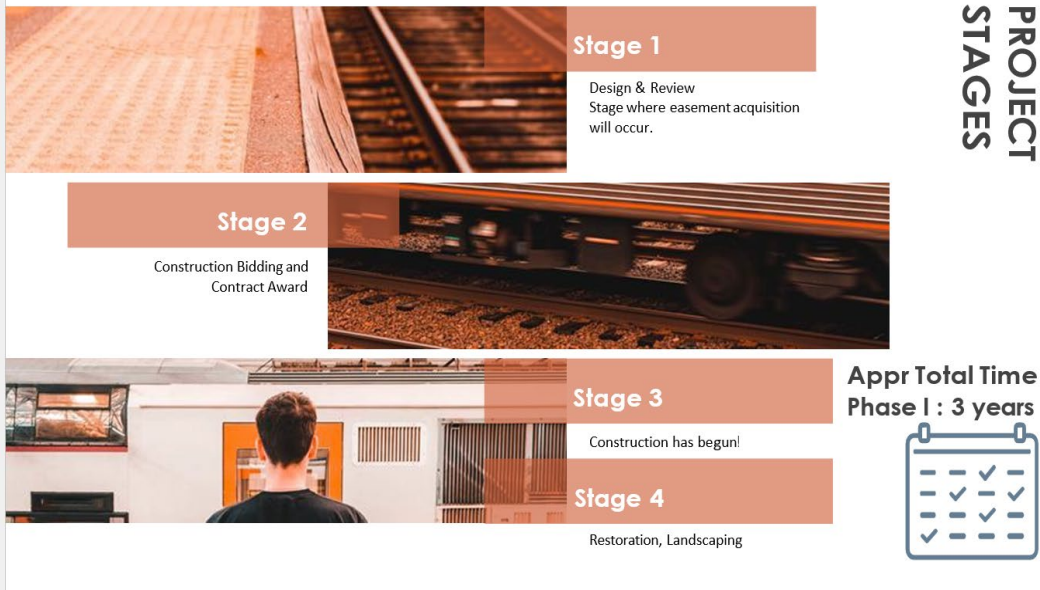
Benefits

SAFETY
RELIABILITY
RESILIENCY
AESTHETICS



Project Stages

UTILITY COORDINATION:
DESIGN
PROCUREMENT
CONSTRUCTION
RESTORATION



Easements

What could be asked of you
&
How can you help





EASEMENTS

Formal Legal Document

Written permission to enter onto property owned by another – to install, maintain, repair and replace electrical equipment.
Document is recorded in County Public Records.

Standard Size- 10'x10'

In few cases, the easement area may be wider depending on equipment necessary to install.
In all cases, the actual equipment size does not encumber the entire area of the easement.

Why Easements?

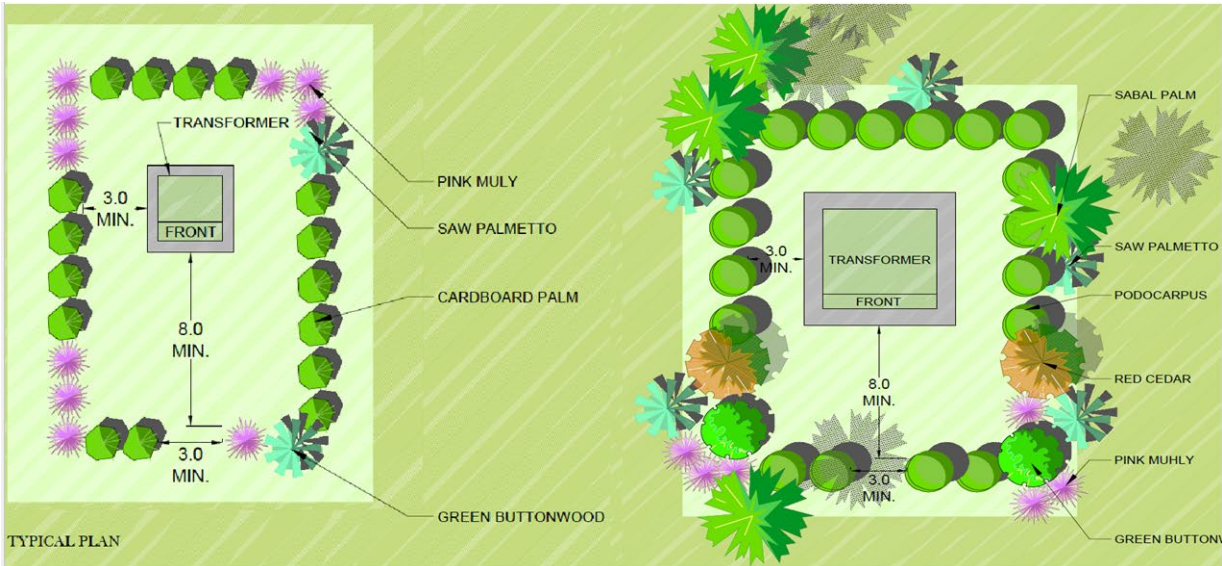
Some equipment cannot be placed in the Public ROW.
You will still retain ownership of the property.
You will need to maintain the easement area.



Transformers



Switches



Options



Transformers





Switches



Other

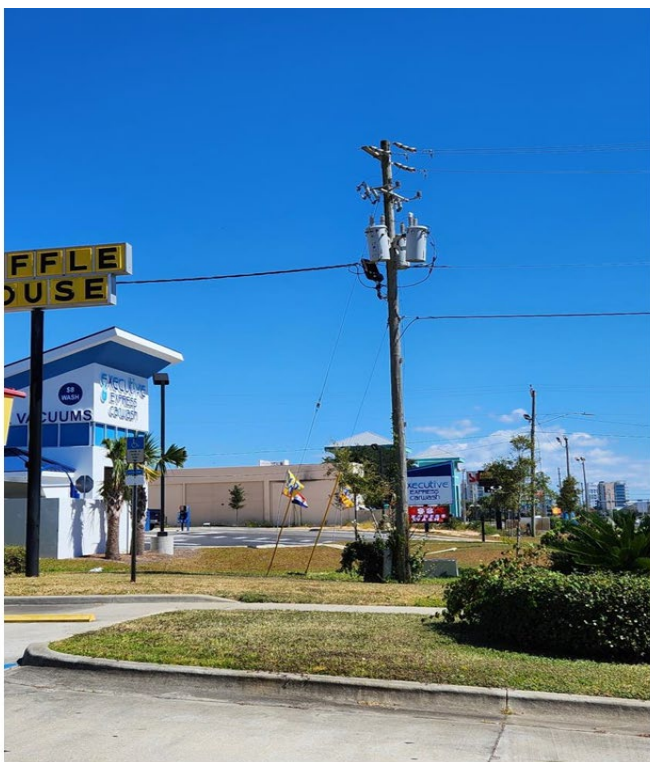
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Options

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Easement Examples



Easement Examples

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Easement Examples



Easement Examples



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STREET LIGHTING FIXTURE TYPES

CURRENT STREET LIGHTING



STREET LIGHTS

Regarding street lighting, Ms. Lindsey explained that at this point, none of the following choices are set in stone and are just examples of what could possibly be chosen.



GOAL 1 - Aesthetics

- Improve Aesthetics – Modern or Decorative Style
- Uniform Style and Spacing, lighting and communications



GOAL 2- Functional

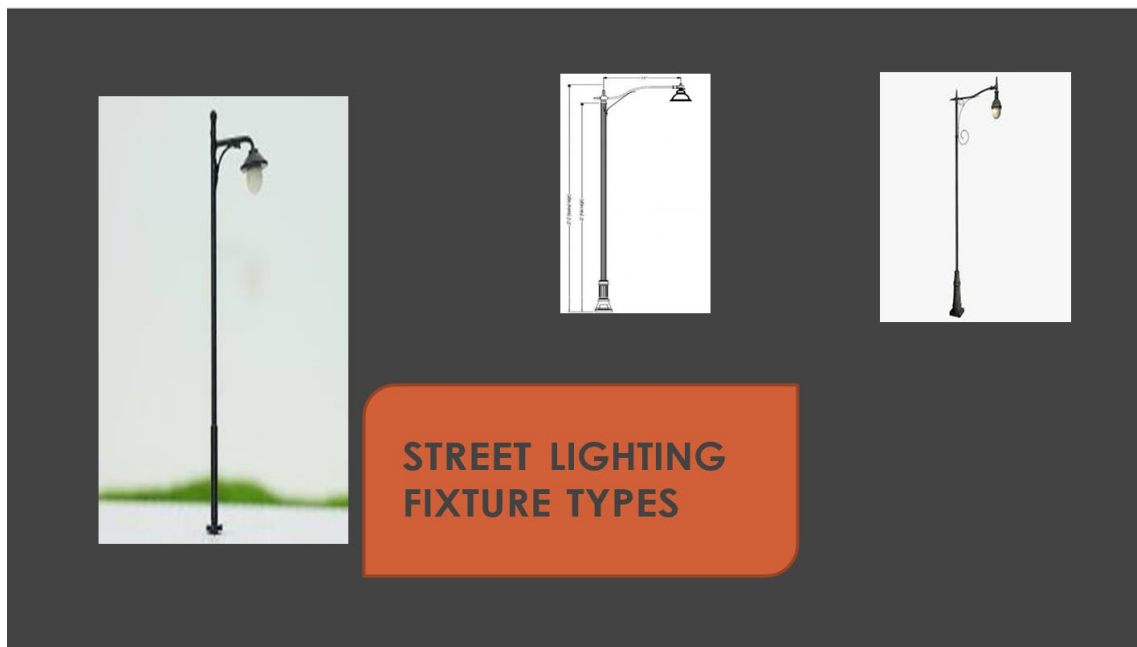
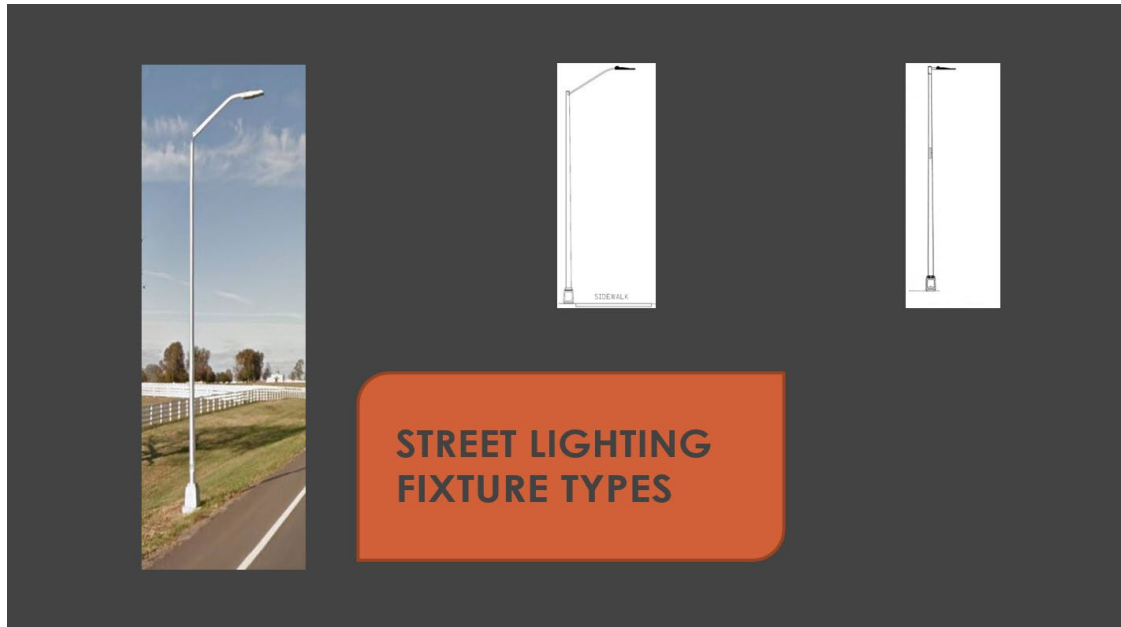
- Fixtures with Long Life, Low Maintenance, Energy Efficient LED
- Sustainable, Reliable Poles
- Turtle Friendly

LIGHTING GOALS

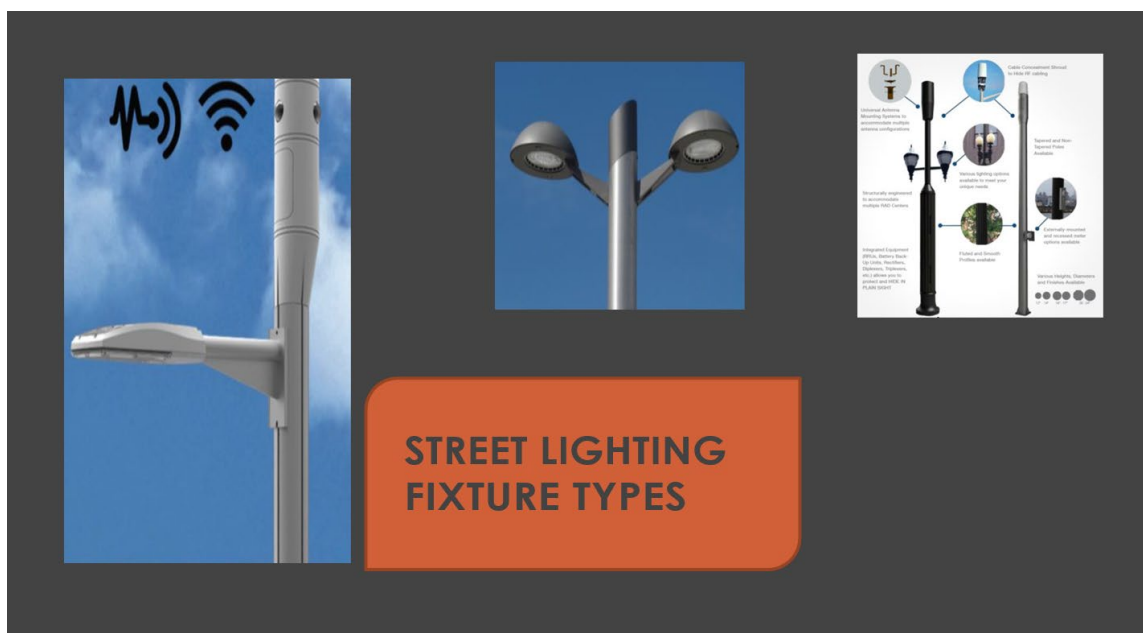


STREET LIGHTING FIXTURE TYPES

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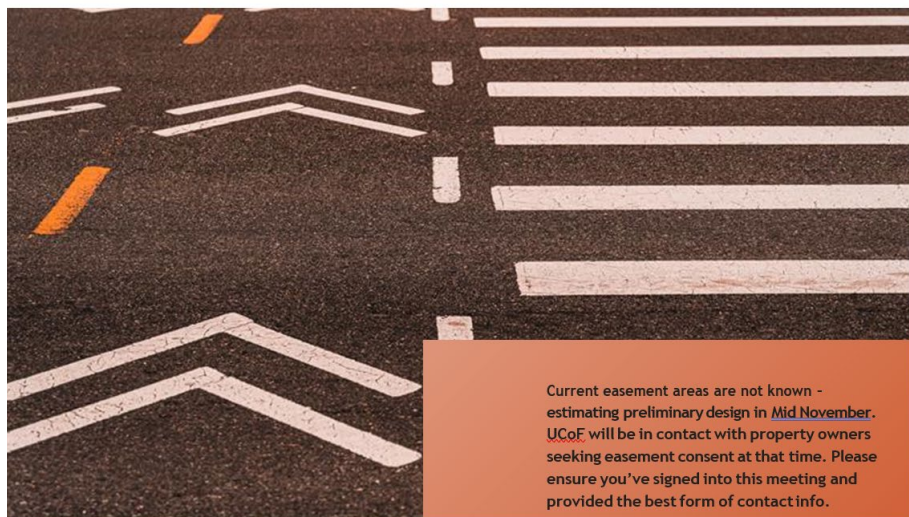


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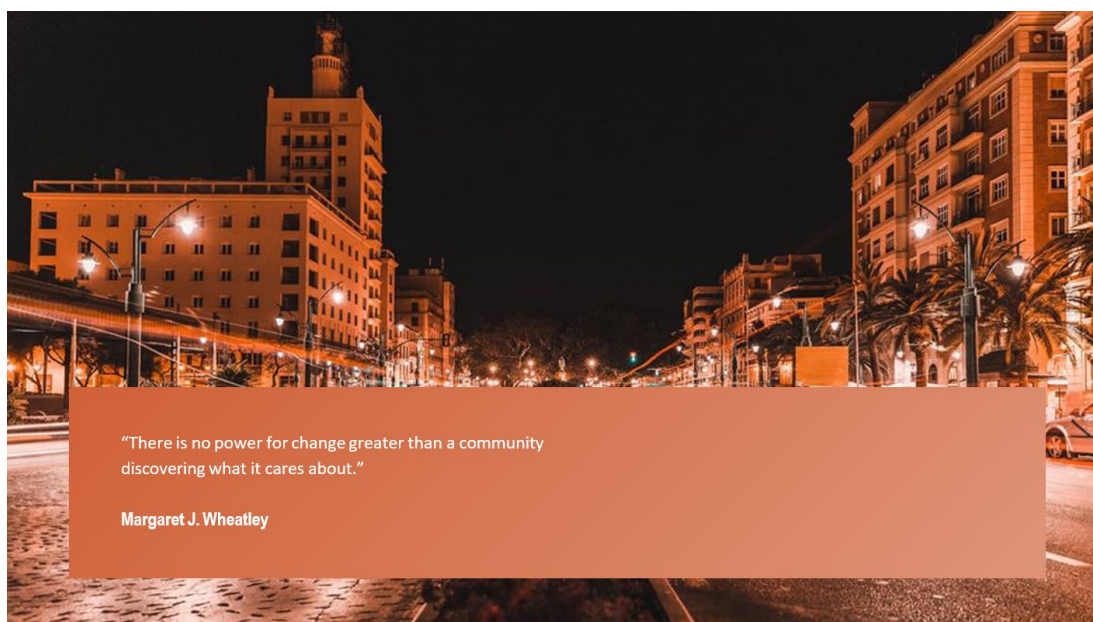
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HOW TO HELP

Current easement areas are not known - estimating preliminary design in Mid November. UCoF will be in contact with property owners seeking easement consent at that time. Please ensure you've signed into this meeting and provided the best form of contact info.



"There is no power for change greater than a community discovering what it cares about."

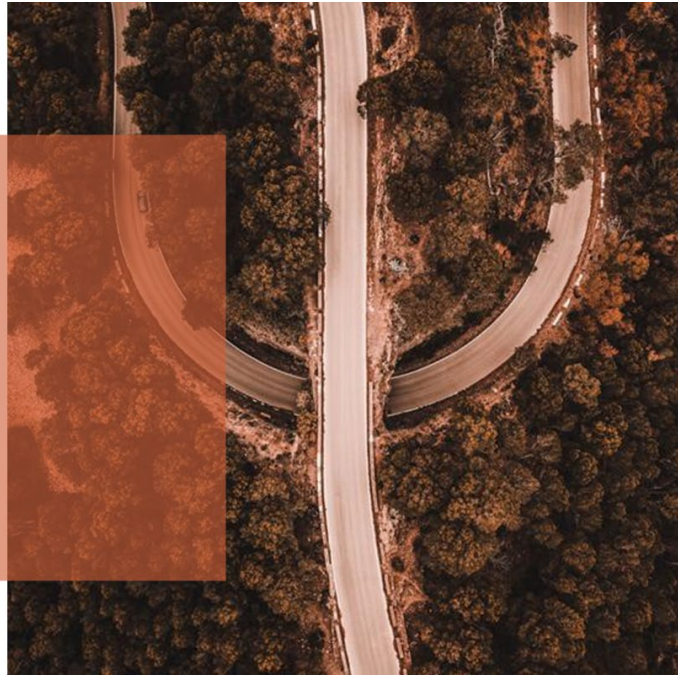
Margaret J. Wheatley

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THANK YOU ALL

Does anyone have any questions?
Follow the project updates!

Utility Consultants of Florida
Stephanie Lindsay, Project Manager
Mark Porter, Principal
Leanne Haely, Easement Specialist/Project
Manager



CREDITS

This is where you give credit to the ones who are part of this project.

- Presentation template by [Slidesgo](#)
- Icons by [Flaticon](#)
- Infographics by [Freepik](#)
- Images created by [Freepik](#)

Chairman Buckingham of the Harbor CRA-Advisory Committee spoke of how large the switch boxes are now located at the pedestrian crosswalks on Highway 98 and how prior to them being installed, no one knew that they would be as big as they are and asked if there is the possibility for them to not be a large.

According to Mr. Porter, they will try to work with the property owners but explained that some of the newer units are being made smaller and they will try their best to work with the

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property owners when obtaining the easements along the corridor and will know more when they obtain the preliminary layout in November.

Harbor CRA Advisory Committee member Jones asked about the requirements for the transformer boxes being elevated on the concrete pads for the homes that are in the lower areas of the city.

According to Ms. Lindsey, initially that would be up to staff and the homeowners that reside in those areas of the city that are prone to flooding.

There was a discussion regarding the types of lighting that would be used, their height and their costs.

Mr. Porter noted the ones along Highway 98, being in FDOT's corridor, would have to meet their regulatory requirements, and for the ones in the neighborhoods, those would be determined by the circumstances and their locale.

Harbor CRA Advisory Committee member Green mentioned how road frontage is a premium and spoke of how the importance of the location of the boxes will be for the property owners that needs to be considered.

Mr. Porter explained that they do take all that into consideration but also, the boxes have to be accessible by the workers for any issues and mentioned there are requirements that would have to be considered in the easements to allow them to be accessible. Additionally, the locations of transformer boxes will be in the same general area of where they are now located up on the poles.

Chairman Buckingham asked if there is a possibility of some of the transformer boxes being placed in the landscaped medians to keep them off the sides of the roadways.

According to Mr. Porter, what they are trying to do is to keep the cost down to the most efficient ways as possible adding but that it's a possibility that can be looked into during the process, however, FDOT would have to give their permission. Additionally, it would not be the most economical choice if later on they would have to be moved over to the right-of-way and easements would have to be obtained. He then informed everyone that once they get the preliminary set of drawings they will be able to explain more to everyone where the locations will need to be and all the processes that would come into play.

Town Center Advisory Chairman Wernet asked Mr. Porter what they needed from them as an Advisory to the CRA. Mr. Porter explained that for this meeting tonight, they are only wanting to let everyone know what is coming up in the near future and that once they get those preliminary

drawings they will want to start as quickly as possible with the public outreach, especially the property owners who will be impacted.

➤ **PUBLIC COMMENTS**

Town Center Advisory Chairman Wernet opened the hearing to the public.

Mr. Lance Johnson City Manager thanked everyone for their time and their volunteering commitment to the city. He then spoke of how he would like for them to keep in mind when considering a recommendation for the types of light poles they would like to have. Pointing out that the ones that are out there now, banners, such as holiday banners with lights, are not allowed since they are not rated to handle them under storm conditions.

4. ADJOURNMENT:

Having no further discussions, the meeting was adjourned at 6:10 PM.

Adopted and approved _____ day of _____ 2022.

Lockwood Wernet Chairman

Kim Montgomery Deputy City Clerk

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: November 28, 2022
TYPE OF AGENDA ITEM: City Manager Report
AGENDA OUTLINE NUMBER: 4.A.

TO: City Council

THRU:

FROM:

DATE:

SUBJECT: Announcements

I. BACKGROUND:

II. DISCUSSION:

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

III. CONCLUSION:

IV. RECOMMENDED MOTION:

Attachments:

None

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: November 28, 2022

TYPE OF AGENDA ITEM: Public Hearing

AGENDA OUTLINE NUMBER: 5.A.

TO: City Council

THRU: Lance Johnson, City Manager
Krystal Strickland, Finance Director

FROM: Louis Zunguze, Community Development Director
Kimberly Kopp, Land Use Attorney
Noell Bell, Chief Building Official

DATE: November 1, 2022

SUBJECT: Second reading of Ordinance 22-17-CC - Post Certificate of Occupancy Building Inspections Ordinance

I. BACKGROUND: During the **July 11, 2022**, City Council meeting, Council directed staff to proceed with the preparation of an ordinance based on Florida Legislature adopted **Senate Bill (4-D)** and signed into law by Governor DeSantis on May 27, 2022. This law pertains to Condominium and Cooperatives Associations which are required to have post Certificate of Occupancy (CO) structural integrity inspections on buildings that are 3 stories or more.

II. DISCUSSION: The proposed Ordinance 22-17-CC is based on the newly enacted Florida Statute section: **553.899** **Mandatory structural inspections for condominium and cooperative buildings.** The law requires Condominium and Cooperative Associations to conduct **Milestone Structural Inspections** of buildings and to perform **Structural Integrity Reserve Studies** to ensure the buildings are safe for continued use and includes the following:

Milestone Structural Inspection

A Milestone Structural Inspection must be performed by a **licensed architect or engineer** authorized to practice in this state for the purposes of attesting to the life safety and adequacy of the structural components of the building and, to the extent reasonably possible, determining the general structural condition of the building as it affects the safety of such building, including a determination of any necessary maintenance, repair, or replacement of any structural component of the building. The purpose of such inspection is not to determine if the condition of an existing building is in compliance with the Florida

Building Code or the firesafety code.

- Phase One Milestone Inspection: Visual examination of habitable and non-habitable areas of the building.
- Phase Two Milestone Inspection: Phase two of the milestone inspection must be performed if any substantial structural deterioration is identified during phase one

1. Responsibilities of the Homeowners/Condominium Association:

The condominium association or cooperative association bears the responsibility for maintaining the safety of their buildings. This includes the maintenance of the building, inspections and retention and filing of all maintenance and inspection records. The condominium association or cooperative association is responsible for milestone inspections required by this Guide, including:

- a. The planning and scheduling of the milestone inspection.
 - Initial milestone inspection at building age of 25 years.
 - Follow-up milestone inspections every 10 years.
- b. All costs associated with the milestone inspection.
- c. The Association then has 180 days to complete a **“Phase One”** inspection. If a Phase two Inspection is warranted, the association has 180 days to schedule and 365 days to commence repairs
- d. Ensuring compliance with the requirements related to milestone inspections.

2. Responsibilities of the City:

- Notification to Association: Upon Determining that a building must have a milestone inspection, the Community Development Department/Building Division must provide written notice of such required inspection to the condominium association or cooperative association by certified mail, return receipt requested.
- Review of Reports: Milestone inspection reports must be submitted to the Building Official accompanied by a fee as set forth in the Destin Fee Schedule. It is the City’s responsibility to review the milestone reports provided and interpret the results of the inspections performed. The City has budgeted for the use of a Professional Consultant to help with the interpretations and understanding of the inspection reports and has prepared a proposed for Request for Qualifications (RFQ).
- Local Enforcement: If the Association does not comply with the Ordinance, the Building Official will forward the matter to the City’s code compliance department for issuance of a Notice of Violation, which may result in fines, fees

and/or a determination of an unsafe structure pursuant to applicable City codes. Additionally, if the Building Official determines that there is an imminent threat to the public safety based on information set forth in a milestone inspection report, the Building Official will post the structure with a notice of imminent threat to public safety, and may require the association to order immediate evacuation of the structure, if appropriate. If authorized by the Building Official, the City code compliance department may then commence any city enforcement action against the association for failure to timely order such evacuation. Notwithstanding the foregoing, the ordinance provides that the City will not be liable for any failure of the association to timely evacuate a structure.

A. Link to Strategic Goals / Objectives: Enhanced Quality of Life and Safety for families.

B. Effect on Budget (EOB): Twenty-five thousand (\$25,000) of the \$100,000 budgeted for Building Fund - Professional Services (11152441-531000) is intended for review and interpretation of Milestone Inspection reports. A Request for Qualifications (RFQ) will take place to find qualified professionals to complete these inspection reports.

C. Level of Service (LOS): Public Safety

D. Legislative Sponsor:

III. CONCLUSION: Staff recommends adoption of proposed Ordinance 22-17-CC.

IV. RECOMMENDED MOTION: I move that the City Council approve **Ordinance 22-17-CC** on second reading.

Attachments:

1. Proposed Ord 22-17-CC
2. Section 553.899, Fla. Stat. Mandatory Structural Insp.

ORDINANCE NO. 22-17-CC

AN ORDINANCE OF THE CITY OF DESTIN, FLORIDA, PROVIDING FOR AMENDMENTS TO THE CODE OF ORDINANCES FOR COMPLIANCE WITH STATE LAW; AMENDING THE CODE TO ADD PROVISIONS FOR POST-OCCUPANCY INSPECTIONS OF CONDOMINIUMS AND COOPERATIVES; PROVIDING FOR PURPOSE; PROVIDING FOR DEFINITIONS; REQUIRING MILESTONE INSPECTIONS; PROVIDING FOR ENFORCEMENT BY CITY; PROVIDING FOR FINDINGS OF FACT; PROVIDING FOR INCORPORATION INTO THE CODE OF ORDINANCES; PROVIDING FOR CONFLICTING PROVISIONS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

SECTION 1. AUTHORITY.

The authority for enactment of this Ordinance is Article 1, Section 1.01 (b) of the City Charter, Section 166.021, Florida Statutes, Chapter 553, Florida Statutes and Chapter 718, Florida Statutes.

SECTION 2. FINDINGS OF FACT.

WHEREAS, the Florida Legislature passed Senate Bill (4-D), which was subsequently signed by Governor DeSantis on May 26, 2022, amending chapters 553 and 718, Florida Statutes relating to mandatory structural inspections for condominium and cooperative buildings; and

WHEREAS, pursuant to newly enacted section 553.899, Florida Statutes the Legislature of the State of Florida found that maintaining the structural integrity of a building throughout its service life is of paramount importance in order to ensure that buildings are structurally sound so as to not pose a threat to the public health, safety, or welfare; and

WHEREAS, State law has now established a statewide structural inspection program, requiring Condominium and Cooperative Associations to conduct milestone structural inspections of their buildings and to perform structural reserve studies to ensure the Condominium and Cooperative buildings are safe for continued use; and

WHEREAS, the City Council of the City of Destin finds that the safety, health, and welfare of the citizens of and visitors to the City of Destin would be best protected by establishment of a local inspection program for aging condominium and cooperative buildings within the City of Destin, consistent with State Law; and

WHEREAS, the City Council has determined that this ordinance is in the best interests of the City and its citizens; and

WHEREAS, two public hearings have been conducted by the City Council after due public notice.

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

NOTE: Language in all sections of this ordinance that is ~~strike-thru~~ is language proposed to be deleted, underline language is language to be added, language that is not in strike-thru or underlined is not to be changed. The symbol *** represents sections of the Code that have been skipped and remain unchanged.

SECTION 3. AMENDING CHAPTER 6 OF THE CODE OF ORDINANCES TO CREATE ARTICLE IV. Chapter 6 of the City Code of Ordinances is hereby amended as follows:

CHAPTER 6 BUILDING AND BUILDING REGUALTIONS

ARTICLE IV. - Post Certificate of Occupancy Building Safety Inspections

A. Purpose: Consistent with the findings of the State Legislature, the City Council finds that maintaining the structural integrity of a building throughout its service life is of paramount importance in order to ensure that buildings are structurally sound so as to not pose a threat to the public health, safety, or welfare. As such, the City Council finds that the imposition of a structural inspection program for aging condominium and cooperative buildings is necessary to ensure that such buildings are safe for continued use

B. Definitions.

- (1) “Milestone inspection” means a structural inspection of a building, including an inspection of load-bearing walls and the primary structural members and primary structural systems as those terms are defined in s. 627.706, Florida Statutes, by a licensed architect or engineer authorized to practice in this state for the purposes of attesting to the life safety and adequacy of the structural components of the building and, to the extent reasonably possible, determining the general structural condition of the building as it affects the safety of such building, including a determination of any necessary maintenance, repair, or replacement of any structural component of the building. The purpose of such inspection is not to determine if the condition of an existing building is in compliance with the Florida Building Code or the fire safety code.
- (2) “Substantial structural deterioration” means substantial structural distress that negatively affects a building’s general structural condition and integrity. The term

does not include surface imperfections such as cracks, distortion, sagging, deflections, misalignment, signs of leakage, or peeling of finishes unless the licensed engineer or architect performing the phase one or phase two inspection determines that such surface imperfections are a sign of substantial structural deterioration.

- (3) “Structural integrity reserve study” means a study of the reserve funds required for future major repairs and replacement of the common areas based on a visual inspection of the common areas. A structural integrity reserve study may be performed by any person qualified to perform such study. However, the visual inspection portion of the structural integrity reserve study must be performed by an engineer licensed under chapter 471 or an architect licensed under chapter 481. At a minimum, a structural integrity reserve study must identify the common areas being visually inspected, state the estimated remaining useful life and the estimated replacement cost or deferred maintenance expense of the common areas being visually inspected, and provide a recommended annual reserve amount that achieves the estimated replacement cost or deferred maintenance expense of each common area being visually inspected by the end of the estimated remaining useful life of each common area
- (4) Registered Design Professional. An individual who is registered or licensed to practice their respective design profession as defined by Florida law. This includes any registered design professional so long as they are practicing within the scope of their license, which includes those licensed under Florida Statutes Chapters 471 and 481. For purposes of this Article, this includes both Licensed Professional Engineers and Licensed Architects who hold a discipline in structural and/or threshold inspector certification.

C. Milestone Inspection Requirements.

- (1) Condominium associations under chapter 718 and cooperative associations under chapter 719 must have a milestone inspection performed for each building that is three stories or more in height by December 31 of the year in which the building reaches 25 years of age for buildings located within 3 miles of the coastline as defined in s. 376.031 Florida Statutes, based on the date the certificate of occupancy for the building was issued, and every 10 years thereafter.
- (2) The condominium association or cooperative association must arrange for the milestone inspection to be performed and is responsible for ensuring compliance with the requirements of this section.
- (3) The condominium association or cooperative association is responsible for all costs associated with the inspection.
- (4) Requirement for Milestone Inspection for COs Issued Prior to July 1, 1992. If a milestone inspection is required under this section and the building’s certificate of occupancy was issued on or before July 1, 1992, the building’s initial milestone inspection must be performed before December 31, 2024. If the date of issuance for the certificate of

occupancy is not available, the date of issuance of the building's certificate of occupancy shall be the date of occupancy evidenced in any record of the City's building official.

(5) Milestone inspections are not required for a single-family, two-family, or three-family dwelling with three or fewer habitable stories above ground.

(6) *City Notice to Association and Phase I Timeline.* Upon determining that a building must have a milestone inspection, the City must provide written notice of such required inspection to the condominium association or cooperative association by certified mail, return receipt requested. Failure to provide this notice does not relieve any association from its responsibilities under this Article. Within 180 days after receiving the written notice from the City, the condominium association or cooperative association must complete phase one of the milestone inspection. For purposes of this section, completion of phase one of the milestone inspection means the licensed engineer or architect who performed the phase one inspection submitted the inspection report by e-mail, United States Postal Service, or commercial delivery service to the City.

(7) *Phases of Milestone Inspections and Inspection Reports.*

A milestone inspection consists of two phases:

(a) *Phase I.* For phase one of the milestone inspection, a licensed architect or engineer authorized to practice in this state shall perform a visual examination of habitable and non-habitable areas of a building, including the major structural components of a building, and provide a qualitative assessment of the structural conditions of the building. If the architect or engineer finds no signs of substantial structural deterioration to any building components under visual examination, phase two of the inspection, as provided in paragraph (b), is not required. An architect or engineer who completes a phase one milestone inspection shall prepare and submit an inspection report as described herein.

(b) *Phase II*

(i) A phase two of the milestone inspection must be performed if any substantial structural deterioration is identified during phase one. A phase two inspection may involve destructive or nondestructive testing at the inspector's direction. The inspection may be as extensive or as limited as necessary to fully assess areas of structural distress in order to confirm that the building is structurally sound and safe for its intended use and to recommend a program for fully assessing and repairing distressed and damaged portions of the building. When determining testing locations, the inspector must give preference to locations that are the least disruptive and most easily repairable while still being representative of the structure. An inspector who completes a phase two milestone inspection shall prepare and submit an inspection report as described herein.

(ii) Timelines for commencement of repairs following a Phase 2 Inspection report

Any recommended repairs identified by the Architect or Engineer of the Phase II inspection report must be scheduled within (6) six months of receiving the report and repairs commenced by the association within 365 days after receiving the report, unless such report states otherwise or there is imminent danger.

(8) Milestone Inspection Reporting

(a) The Registered Design Professional shall notify the condominium association or cooperative association and the Code (Building) Official immediately of any imminent life- safety hazard which requires temporary shoring or immediate occupant evacuation.

(b) Upon completion of a phase one or phase two milestone inspection, the architect or engineer who performed the inspection must submit a sealed copy of the inspection report with a separate summary of, at minimum, the material findings and recommendations in the inspection report to the condominium association or cooperative association, and to the City Building Official including any associated submittal fees. The inspection report must, at a minimum, meet all of the following criteria:

(i) Bear the seal and signature, or the electronic signature, of the licensed engineer or architect who performed the inspection.

(ii) Indicate the manner and type of inspection forming the basis for the inspection report.

(iii) Identify any substantial structural deterioration, within a reasonable professional probability based on the scope of the inspection, describe the extent of such deterioration, and identify any recommended repairs for such deterioration.

(iv) State whether unsafe or dangerous conditions, as those terms are defined in the Florida Building Code, were observed.

(v) Recommend any remedial or preventive repair for any items that are damaged but are not substantial structural deterioration. (f) Identify and describe any items requiring further inspection.

(vi) Identify and describe any items requiring further inspection.

(c) The association must distribute a copy of the inspector-prepared summary of the inspection report to each condominium unit owner or cooperative unit owner, regardless of the findings or recommendations in the report, by United States mail or personal delivery and by electronic transmission to unit owners who previously consented to received notice by electronic transmission; must post a copy of the inspector-prepared summary in a conspicuous place on the condominium or

cooperative property; and must publish the full report and inspector-prepared summary on the association's website, if the association is required to have a website.

(D) *Structural Integrity Reserve Studies.*

An association must have a structural integrity reserve study completed at least every 10 years after the condominium's creation for each building on the condominium property that is three stories or higher in height. A copy of the completed reserve study must be submitted to the local Building Official along with the Milestone Inspection Report.

(E) *Penalties for Non-Compliance of this Article*

In the event that the Building Official determines (1) that an association has failed to provide the phased milestone reports and/or repairs identified by its milestone inspection report within the given timelines, or (2) that an association has failed to comply with the provisions of this Article, the Building Official shall forward the matter to the City's code compliance department for issuance of a Notice of Violation, which may result in fines, fees and/or a determination of an unsafe structure pursuant to applicable City codes.

Additionally, if the Building Official determines that there is an imminent threat to the public safety based on information set forth in a milestone inspection report, the Building Official shall post the structure with a notice of imminent threat to public safety, and may require the association to order immediate evacuation of the structure, if appropriate. If authorized by the Building Official, the City code compliance department may commence any city enforcement action against the association for failure to timely order such evacuation. Notwithstanding the foregoing, the City shall not be liable for any failure of the association to timely evacuate a structure.

SECTION 4. INCORPORATION INTO CITY 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 5. CONFLICTING PROVISIONS. Special Acts of the Florida Legislature applicable to the incorporated area of the City of Destin, City Ordinances and City Resolutions, or parts, thereof, in conflict with the provisions of this ordinance are hereby superseded by this ordinance to the extent of such conflict.

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

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

ADOPTED this ____ day of _____, 2022.

_____, Mayor

ATTEST:

Rey Bailey, City Clerk

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

Kimberly Romano Kopp, City Land Use Attorney

Chapter 553

BUILDING CONSTRUCTION STANDARDS

553.899 Mandatory structural inspections for condominium and cooperative buildings.—

(1) The Legislature finds that maintaining the structural integrity of a building throughout its service life is of paramount importance in order to ensure that buildings are structurally sound so as to not pose a threat to the public health, safety, or welfare. As such, the Legislature finds that the imposition of a statewide structural inspection program for aging condominium and cooperative buildings in this state is necessary to ensure that such buildings are safe for continued use.

(2) As used in this section, the terms:

(a) “Milestone inspection” means a structural inspection of a building, including an inspection of load-bearing walls and the primary structural members and primary structural systems as those terms are defined in s. [627.706](#), by a licensed architect or engineer authorized to practice in this state for the purposes of attesting to the life safety and adequacy of the structural components of the building and, to the extent reasonably possible, determining the general structural condition of the building as it affects the safety of such building, including a determination of any necessary maintenance, repair, or replacement of any structural component of the building. The purpose of such inspection is not to determine if the condition of an existing building is in compliance with the Florida Building Code or the firesafety code.

(b) “Substantial structural deterioration” means substantial structural distress that negatively affects a building’s general structural condition and integrity. The term does not include surface imperfections such as cracks, distortion, sagging, deflections, misalignment, signs of leakage, or peeling of finishes unless the licensed engineer or architect performing the phase one or phase two inspection determines that such surface imperfections are a sign of substantial structural deterioration.

(3) A condominium association under chapter 718 and a cooperative association under chapter 719 must have a milestone inspection performed for each building that is three stories or more in height by December 31 of the year in which the building reaches 30 years of age, based on the date the certificate of occupancy for the building was issued, and every 10 years thereafter. If the building is located within 3 miles of a coastline as defined in s. [376.031](#), the condominium association or cooperative association must have a milestone inspection performed by December 31 of the year in which the building reaches 25 years of age, based on the date the certificate of occupancy for the building was issued, and every 10 years thereafter. The condominium association or cooperative association must arrange for the milestone inspection to be performed and is responsible for ensuring compliance with the requirements of this section. The condominium association or cooperative association is responsible for all costs associated with the inspection. This subsection does not apply to

a single-family, two-family, or three-family dwelling with three or fewer habitable stories above ground.

(4) If a milestone inspection is required under this section and the building's certificate of occupancy was issued on or before July 1, 1992, the building's initial milestone inspection must be performed before December 31, 2024. If the date of issuance for the certificate of occupancy is not available, the date of issuance of the building's certificate of occupancy shall be the date of occupancy evidenced in any record of the local building official.

(5) Upon determining that a building must have a milestone inspection, the local enforcement agency must provide written notice of such required inspection to the condominium association or cooperative association by certified mail, return receipt requested.

(6) Within 180 days after receiving the written notice under subsection (5), the condominium association or cooperative association must complete phase one of the milestone inspection. For purposes of this section, completion of phase one of the milestone inspection means the licensed engineer or architect who performed the phase one inspection submitted the inspection report by e-mail, United States Postal Service, or commercial delivery service to the local enforcement agency.

(7) A milestone inspection consists of two phases:

(a) For phase one of the milestone inspection, a licensed architect or engineer authorized to practice in this state shall perform a visual examination of habitable and nonhabitable areas of a building, including the major structural components of a building, and provide a qualitative assessment of the structural conditions of the building. If the architect or engineer finds no signs of substantial structural deterioration to any building components under visual examination, phase two of the inspection, as provided in paragraph (b), is not required. An architect or engineer who completes a phase one milestone inspection shall prepare and submit an inspection report pursuant to subsection (8).

(b) A phase two of the milestone inspection must be performed if any substantial structural deterioration is identified during phase one. A phase two inspection may involve destructive or nondestructive testing at the inspector's direction. The inspection may be as extensive or as limited as necessary to fully assess areas of structural distress in order to confirm that the building is structurally sound and safe for its intended use and to recommend a program for fully assessing and repairing distressed and damaged portions of the building. When determining testing locations, the inspector must give preference to locations that are the least disruptive and most easily repairable while still being representative of the structure. An inspector who completes a phase two milestone inspection shall prepare and submit an inspection report pursuant to subsection (8).

(8) Upon completion of a phase one or phase two milestone inspection, the architect or engineer who performed the inspection must submit a sealed copy of the inspection report with a separate summary of, at minimum, the material findings and recommendations in the inspection report to the

condominium association or cooperative association, and to the building official of the local government which has jurisdiction. The inspection report must, at a minimum, meet all of the following criteria:

- (a) Bear the seal and signature, or the electronic signature, of the licensed engineer or architect who performed the inspection.
- (b) Indicate the manner and type of inspection forming the basis for the inspection report.
- (c) Identify any substantial structural deterioration, within a reasonable professional probability based on the scope of the inspection, describe the extent of such deterioration, and identify any recommended repairs for such deterioration.
- (d) State whether unsafe or dangerous conditions, as those terms are defined in the Florida Building Code, were observed.
- (e) Recommend any remedial or preventive repair for any items that are damaged but are not substantial structural deterioration.
- (f) Identify and describe any items requiring further inspection.
- (9) The association must distribute a copy of the inspector-prepared summary of the inspection report to each condominium unit owner or cooperative unit owner, regardless of the findings or recommendations in the report, by United States mail or personal delivery and by electronic transmission to unit owners who previously consented to receive notice by electronic transmission; must post a copy of the inspector-prepared summary in a conspicuous place on the condominium or cooperative property; and must publish the full report and inspector-prepared summary on the association's website, if the association is required to have a website.

(10) A local enforcement agency may prescribe timelines and penalties with respect to compliance with this section.

(11) A board of county commissioners may adopt an ordinance requiring that a condominium or cooperative association schedule or commence repairs for substantial structural deterioration within a specified timeframe after the local enforcement agency receives a phase two inspection report; however, such repairs must be commenced within 365 days after receiving such report. If an association fails to submit proof to the local enforcement agency that repairs have been scheduled or have commenced for substantial structural deterioration identified in a phase two inspection report within the required timeframe, the local enforcement agency must review and determine if the building is unsafe for human occupancy.

(12) The Florida Building Commission shall review the milestone inspection requirements under this section and make recommendations, if any, to the Legislature to ensure inspections are sufficient to determine the structural integrity of a building. The commission must provide a written report of any recommendations to the Governor, the President of the Senate, and the Speaker of the House of Representatives by December 31, 2022.

(13) The Florida Building Commission shall consult with the State Fire Marshal to provide recommendations to the Legislature for the adoption of comprehensive structural and life safety standards for maintaining and inspecting all types of buildings and structures in this state that are three stories or more in height. The commission shall provide a written report of its recommendations to the Governor, the President of the Senate, and the Speaker of the House of Representatives by December 31, 2023.

History.—s. 3, ch. 2022-269.

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: November 28, 2022

TYPE OF AGENDA ITEM: Public Hearing

AGENDA OUTLINE NUMBER: 5.B.

TO: City Council

THRU: Jeffrey Cozadd, Grants Manager
Krystal Strickland, Finance Director
Webb Warren, Deputy City Manager
Lance Johnson, City Manager

FROM: Kyle Bauman, City Attorney

DATE: 11/10/22

SUBJECT: Second reading of Ordinance 22-20-CN - an ordinance of the City of Destin, Florida approving the form and authorizing execution and delivery of an amended interlocal agreement between the city and Okaloosa County to facilitate the city's acquisition of certain beach property and the development or redevelopment of such property for public recreation and tourism purposes, and to establish the respective financial obligations of the city and county associated therewith.

I. BACKGROUND: Interlocal Agreement

The City and County are parties to an existing Interlocal Agreement for Beach acquisition that describes the respective parties' rights, duties, and obligations from acquisition through construction.

Resolution 22-17 was passed October 17, 2022. This resolution repealed Resolution 21-07 which initiated condemnation through the Eminent Domain procedure for the property located at 2968 Scenic Highway 98. The purchase of 2968 Scenic Highway 98 is included in the current interlocal agreement. The Interlocal Agreement must be updated to account for Resolution 22-17's adoption.

II. DISCUSSION: Since the passing of Resolution 22-17 has removed the acquisition of 2968 Scenic Highway 98 from the list of properties to be purchased in the interlocal agreement with the County, the City and County must now amend the interlocal to reflect that change.

Ordinance 22-20-CN amends the interlocal agreement between the city and Okaloosa

County and establishes the parties' respective financial obligations and other rights and duties.

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

- I. Financially sound city providing service excellence
- II. Enhanced quality of life and safety for families
- III. Economic development and revitalization
- V. Improve mobility and connectivity
- VI. A green and sustainable environment

Council Objectives - Important Priority:

1.4 Public Beachfront Acquisition Initiative

B. Effect on Budget (EOB): The net effect on budget is a decrease in capital grant revenues and expenditures of \$6 million, a decrease in funds borrowed of \$2.5 million, and a decrease in annual loan payments to the TDC for the next 10 years. The amount to be borrowed from the TDC is decreasing from \$10 million down to \$7.5 million, but the payment timing will remain at 10 years. Annual debt service will now be \$750,000/year instead of \$1 million per year.

A summary of the changes from the Interlocal Agreement adopted in July versus this new interlocal agreement is summarized as follows:

CHANGE (NOV-JULY)	County	City	Total
Crystal Beach Land	(3,717,000)	(2,583,000)	(6,300,000)
Crystal Beach Other	177,000	123,000	300,000
	(3,540,000)	(2,460,000)	(6,000,000)
Tarpon Beach Land	-	-	-
Tarpon Beach Other	-	-	-
	-	-	-
Net Change	(3,540,000)	(2,460,000)	(6,000,000)

The City's Portion was to be paid from Okaloosa 1/2 Penny, our allotment of TDC funds from the new interlocal, and from the advanced funding agreement with the TDC. Below is a summary of changes to the City's portion:

	Oka 1/2 Penny	TDC 12.5%	TDC AFA	
City portion	12957231	(FY22/23)	30557212	TOTAL
Original	3,917,844	914,656	10,000,000	14,832,500
Revised	3,917,844	954,656	7,500,000	12,372,500
Change	-	40,000	(2,500,000)	(2,460,000)

A Budget Amendment with the details is attached.

C. Level of Service (LOS): Level of service increased

D. Legislative Sponsor:

III. CONCLUSION: Updating the interlocal will allow for the development of both parks and reduce the amount of money that the City will have to pay back to the TDD In annual debt service from \$1 million annually to \$750,000.00 annually.

IV. RECOMMENDED MOTION: I move to approve Ordinance 22-20-CN on second reading.

Optional addition to Motion: And to appoint councilmember _____ as a legislative sponsor for this project.

Attachments:

1. Ordinance 22-20-CN - First Amended Beach Interlocal
2. Exhibit A - Amended and Restated Interlocal Agreement Between Okaloosa County and City of Destin
3. Exhibit B - Resolution 22-17 Repealing Resolution 21-07
4. Exhibit C - First Amended Beach Interlocal Agreement - City and County - Phase I and Phase II
5. 2022 1007 Budget Amendment for Beach Interlocal

ORDINANCE NO. 22-20-CN

AN ORDINANCE OF THE CITY OF DESTIN, FLORIDA APPROVING THE FORM AND AUTHORIZING EXECUTION AND DELIVERY OF AN AMENDED INTERLOCAL AGREEMENT BETWEEN THE CITY AND OKALOOSA COUNTY TO FACILITATE THE CITY'S ACQUISITION OF CERTAIN BEACH PROPERTY AND THE DEVELOPMENT OR REDEVELOPMENT OF SUCH PROPERTY FOR PUBLIC RECREATION AND TOURISM PURPOSES, AND TO ESTABLISH THE RESPECTIVE FINANCIAL OBLIGATIONS OF THE CITY AND COUNTY ASSOCIATED THEREWITH; REPEALING CONFLICTING RESOLUTIONS AND ORDINANCES; AND PROVIDING AN EFFECTIVE DATE.

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

SECTION 1. Authority for this Ordinance. This Ordinance is enacted pursuant to the provisions of Article VIII, Section 2 of the Constitution of the State of Florida, Chapter 166, Parts I and II, Florida Statutes, the municipal charter of the City of Destin, Florida (the "City Charter"), and other applicable provisions of law.

SECTION 2. Findings. It is hereby ascertained, determined, and declared as follows:

(A) The acquisition and improvement of public beach is a preeminent goal, the furtherance of which ensures the continued economic viability of the City of Destin, Florida (the "City") and Okaloosa County, Florida (the "County") as a whole as well as specific benefits to tourism and the general public; and

(B) In furtherance of this preeminent goal, the City and the County are working together to acquire and develop and/or redevelop public beach property within the City's municipal limits (the "Acquisitions"); and

(C) In City and County anticipate that implementation of the Acquisitions will occur in several phases; and

(D) The City has partnered with the Trust for Public Land, Inc. (the "Trust"), to further the Acquisitions; and

(E) The City and County's relationship on this matter is described in that certain Amended and Restated Interlocal Agreement Between Okaloosa County and the City of Destin for Acquisition, Demolition, Design, and Construction and Other Matters Related to the Public Beach/Gulf Front Public Park Property dated September 9, 2022 (the "Beach Interlocal") and attached hereto as Exhibit "A"; and

City of Destin, Florida
Ordinance # 22-20-CN

(F) In furtherance of Phase I of the Acquisitions, the City and County agreed to purchase three parcels of real property adjacent to an existing City beach park (the "Phase I Properties) from the Trust; and

(G) Two of the three Phase I Properties have been acquired by the City; and

(H) Three adjacent properties located in Crystal Beach commonly known as Tarpon Beach comprise the "Phase II Properties"; and

(I) The Phase II Properties have been acquired by the City; and

(J) The Phase I and Phase II Properties are described with more particularity in the attached Beach Interlocal; and

(K) The remaining Phase I Property that has not been acquired was subject to condemnation through eminent domain proceedings until October 17, 2022, when the City rescinded the Resolution of Necessity (Resolution 21-07) instituting condemnation through eminent domain proceedings on the final Phase I Property through the adoption of Resolution 22-17, which is attached hereto as Exhibit "B"; and

(L) The County concurred and agreed to the adoption of Resolution 22-17; and

(M) The adoption of Resolution 22-17 necessitates a revision to the Beach Interlocal to remove references to the final Phase I Property and adjust the parties' respective contributions; and

(N) Attached hereto as Exhibit "C" is the First Amendment to The Amended and Restated Interlocal Agreement Between Okaloosa County and the City Destin for Acquisition, Demolition, Design, Construction and Other Matters Related to the Public Beach/Gulf Front Public Park Property, which provides a redline revisions of the revisions to the Beach Interlocal (the "First Amended Beach Interlocal Agreement").

SECTION 3. First Amended Beach Interlocal Agreement. The City Council hereby approves, authorizes, and directs execution and delivery of the First Amended Beach Interlocal Agreement in substantially the form attached hereto as Exhibit "C," with such omissions, insertions, and variations as may be necessary and/or desirable and approved in consultation with the City Attorney prior to delivery thereof, with such necessity and/or desirability and approval to be evidenced by the execution and delivery thereof, and to execute and deliver any and all papers and instruments to do and cause to be done all acts and things necessary or proper for carrying out the actions contemplated by this Ordinance and First Amended Beach Interlocal. The Mayor as attested by the City Clerk, or in each case their duly authorized

designee, are hereby authorized and directed to execute and deliver the First Amended Beach Interlocal Agreement.

SECTION 4. Repealer. All conflicting Resolutions and Ordinances are hereby repealed to the extent necessary to effectuate this Ordinance.

SECTION 5. Effective Date. This Ordinance shall take effect immediately upon its passage and enactment.

(SEAL)

Gary Jarvis, Mayor

ATTEST:

Lance Johnson, City Manager

Rey Bailey, City Clerk

First Reading _____, 2022

Second Reading _____, 2022

Approved as to form for the City of
Destin, only:

Kyle S. Bauman, City Attorney

**AMENDED AND RESTATED INTERLOCAL AGREEMENT
BETWEEN OKALOOSA COUNTY AND THE CITY OF
DESTIN FOR ACQUISITION, DEMOLITION, DESIGN,
AND CONSTRUCTION AND OTHER MATTERS RELATED
TO THE PUBLIC BEACH/GULF FRONT PUBLIC PARK
PROPERTY**

THIS AMENDED AND RESTATED INTERLOCAL AGREEMENT ("Agreement") is entered into by and between **OKALOOSA COUNTY, FLORIDA**, a political subdivision of the State of Florida (the "County") and the **CITY OF DESTIN**, a municipality organized under the laws of the State of Florida (the "City") (collectively, the County and City will hereinafter be referred to as the "Parties").

WHEREAS, the Board of County Commissioners and the City Council agree that the acquisition and improvement of public beach is a preeminent goal, the furtherance of which ensures the continued economic viability of the City and County as a whole as well as specific benefits to tourism and the general public; and

WHEREAS, in furtherance of this preeminent goal, the County and the City are working together to acquire and develop and/or redevelop public beach property within the City's municipal limits (the "Acquisitions"); and

WHEREAS, the Parties anticipate that implementation of the Acquisitions will occur in several phases; and

WHEREAS, the City has partnered with the Trust for Public Land, Inc. (the "Trust") in furtherance of the Acquisitions; and

WHEREAS, in furtherance of Phase I of the Acquisitions, the Parties entered into an Interlocal Agreement (C21-3007-BCC) dated October 20, 2020, in which the Parties mutually agreed to purchase three parcels of real property more particularly described in the attached Exhibit "A" (the "Phase I Properties") from the Trust; and

WHEREAS, the Phase I Properties are adjacent to an existing City beach park; and

WHEREAS, two of the three Phase I Properties have already been acquired by the City, with the last property in the middle, pledged to be acquired by the City through eminent domain proceedings for public use; and

WHEREAS, the City, in furtherance of the eminent domain proceedings against the last property of the Phase I Properties to be acquired, has passed a Resolution of Necessity and the County has passed a Resolution of support for those efforts; and

WHEREAS, in Phase II of the Acquisitions, the Trust has targeted and is under contract to purchase four platted lots of real property more particularly described in the attached Exhibit “B” (the “Phase II Properties”); and

WHEREAS, the Phase II Properties are contiguous properties in an ideal spatial location to provide additional beach access and as of the date of this Interlocal are owned by a single, uniform Seller; and

WHEREAS, the Phase II Properties collectively represent a second phase of the Acquisitions; and

WHEREAS, the Trust has sold two of the three Phase I Properties and has offered to sell the Phase II Properties to the City; and

WHEREAS, the Parties have each agreed to fund portions of the purchases of the Phase I Properties and Phase II Properties (collectively the “Properties”), as described herein to include their redevelopment, into usable public properties; and

WHEREAS, the County and all nine municipalities located within the County have entered into an Interlocal Agreement, dated September 8, 2021 to allocate 12.5% of the first 5 pennies of Tourism Development Tax (“TDT”) Funding received for statutorily allowable tourism uses by the cities, of which 48.5% is allocated through a separate interlocal agreement amongst just the municipalities for use by the City of Destin (the “City’s TDT Allocation”); and

WHEREAS, the full costs of the Acquisitions from purchase to usable park properties includes, but is not limited to, the costs for purchase (including condemnation of the final of the Phase I Properties), demolition, design, permitting, and construction and are estimated to cost \$32,500,000.00, as budgeted in Exhibit “C”; and

WHEREAS, the County's portion of the funding and most if not all of the City's portion of the funding will be funded with “Tourism Development District Funding” with the specific purpose and intent of promoting tourism by increasing beach access and therefore from a tourism perspective specifically wants the property available equally to all County residents and guests/visitors alike without hinderances; and

WHEREAS, this Agreement is intended to formalize the Parties’ relationship and describe how the Acquisitions will proceed forward.

NOW, THEREFORE, in consideration of the above recitals, mutual covenants, promises and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the County and the City agree as follows:

SECTION 1. AUTHORITY. This Agreement is entered into pursuant to the provisions of Chapter 163.01, Florida Statutes, and other applicable provisions of law.

SECTION 2. RECITALS. The above recitals are true and accurate and are incorporated herein as essential terms of the Agreement.

SECTION 3. PARTIES. The parties to this Agreement are the County and the City.

SECTION 4. DETAILS OF THE ACQUISITIONS. The Acquisitions shall consist of the acquisition, demolition and improvement of the Properties. The Phase I Properties and Phase II Properties are more particularly described in the attached Exhibit "A" and Exhibit "B", with the combined cost estimated of both projects in acquisition to improvement in Exhibit "C".

SECTION 5. FUNDING/COMMITMENTS FOR THE ACQUISITIONS.

- A. Estimated Contributions. The Parties agree to fund the complete costs of the Acquisitions as shown in Exhibit "C" at 59% County and 41% City for the Phase I Project/Properties and 50% each for the Phase II Project/Properties. Additional costs above the amounts budgeted in Exhibit "C" shall continue to be split at the same percentages between the Parties.
- B. City Advance Funding. To save money, as well as to facilitate the Acquisitions, and assist the City, the County agrees to advance fund the City with up to \$10 Million dollars from TDT Reserves for this purpose. Repayment to the County shall come from the City's TDT Allocation as described in the "Whereas" clauses above. Except as set forth in subsection 5.C below, the County shall not charge the City any interest for the initial ten (10) year period. The amount owed shall be repaid as follows:
- 1) The entirety of the advanced funding shall be repaid by the City within ten (10) years of the date that the advanced funding is distributed to the City. Payment shall come in the form of a deduction from the City's TDT Allocation. First repayment in the form of a deduction from amounts allocated shall occur on or before September 30, 2023.
 - 2) The City shall commit at least \$1 Million annually of the City's TDT Allocation to servicing the debt described in this Section.
 - 3) If the City's TDT Allocation does not amount to a total of at least \$1 Million in a single fiscal year, then the County shall have the right to set off any deficiency against any unallocated money the City may have accrued in the City's TDT Allocation from an earlier fiscal year.
 - 4) If a deficiency remains after the set off described in subsection 5(B)(3), then the total amount owed by the City towards the service of this debt shall be rolled over to the next fiscal year for the initial ten (10) years. Any future

City's TDT allocations, regardless of the dollar amount, would then be applied to bring any debt payment status current to eliminate the deficiency.

- 5) If after year ten (10) the offsets from the City's TDT Allocation have not been sufficient to pay off the debt owed, offsets will continue until the debt is fully paid. After the tenth year, the County in its sole discretion may withhold the entirety of the City's TDT Allocation, whether it exceeds \$1 million dollars until the debt is paid in full.
- 6) In no event shall the debt continue for a duration beyond twenty (20) years from March 1, 2022, without further written approval by the Board of County Commissioners.
- 7) The City, at its option, may voluntarily agree to pay more on any given year or prepay the debt to the County at any time through any lawful means.
- 8) The City's obligation hereunder shall not be or constitute a general obligation or indebtedness of the City as a "bond" within the meaning of Article VII, Section 12 of the Constitution of Florida, but shall be payable solely from the City's TDT Allocation in accordance with the terms hereof. The County shall never have the right to compel the exercise of any ad valorem taxing power or taxation of any real or personal property thereon or the use or application of ad valorem tax revenues to pay the City's obligations hereunder, or be entitled to payment of such obligations from any funds of the Issuer except from the City's TDT Allocation as described herein.

- C. It is acknowledged by the Parties that the advanced funding established in subsection 5.B above is being funded from TDT reserves set aside for purposes of beach restoration in the event of a natural disaster. If the County, in its discretion or as a result of a mandate or order by another governmental entity, provides beach restoration as a result of natural events and circumstances beyond the control of the County, which include but are not limited to, tornados, tropical depressions, tropical storms, flooding, hurricane, earthquake, or other natural disaster, and the County borrows funds to pay for such beach restoration, the City will be charged the borrowing rate of interest incurred by the County on the balance of amounts owed by the City for the duration of the loan. Any amounts owed pursuant to this subsection shall be added to the City's outstanding repayment obligations as those repayment obligations are described in subsection 5.B and is subject to the same terms.
- D. The Parties agree that neither is responsible to pay for the attorneys' fees or the fees of any other professional that one of the Parties unilaterally may elect to employ in the furtherance of the Acquisitions.
- E. City Eminent Domain/Condemnation of Crystal Beach Parcel. The Parties warrant and agree to act in good faith and commit to make every reasonable effort to ensure

that the final Phase I Property is acquired. Specifically, to that end, the City agrees to institute legal condemnation proceedings for the remaining lot of the Phase I Properties and to implement said proceedings as soon as reasonably practicable. The final Phase I Property shall be condemned through a "quick take" as provided in Florida Statutes. The County agrees to make its legal counsel reasonably available to assist the City and shall permit the City to hire the County's legal firm to pursue the referenced condemnation without a conflict, but with costs covered as part of the Acquisitions. Costs for this expense are budgeted in Exhibit "C".

SECTION 6. PROPERTY CLOSINGS.

- A. Timing. Closings of each Property shall occur as soon as reasonably practicable. The Parties shall schedule the closings to occur on mutually agreed upon date(s).
- B. Funding Warranty. The Parties warrant and agree that each shall have the ability to fund the closings on the dates the closings are scheduled to occur.
- C. Title Policy. The City shall obtain an owner's title policy with the City being the named insured as to each of the individual Properties in an amount equal to the purchase price allocated to each respective parcel. The title policies shall ensure marketable title as to each Property being acquired. The County shall be provided the title policies for review and upon review will provide concurrence/non-concurrence of the title policies.

SECTION 7. OWNERSHIP OF THE PROPERTIES.

- A. Fee Simple Title. Upon closing, the City shall own fee simple titles to the Properties.
- B. Covenants. The City shall execute and record all documentation necessary to ensure that the Properties are subject to a perpetual covenant running with the land requiring that the Properties be used only for public recreation and tourism purposes. Such documentation shall be reviewed and approved by the County prior to execution and recording by the City. In addition to traditional recreational and tourism purposes, such covenant uses may include, but shall not be limited to: parking, restrooms, changing rooms/showers, recreational/food vendors, tourism outreach booth, lifeguard stand, beach maintenance access/storage. Modification or removal of the covenants shall require mutual consent of the Parties in writing.
- C. Future Sale, Lease, or Encumbrance of the Properties/Acquisitions. The City shall not sell, lease, or encumber the Properties/Acquisitions in any manner absent the written consent of the County. The intent of the Parties is to utilize the Properties for public recreational purposes. Should the City permit the Properties/Acquisitions to be used in a manner inconsistent with the Parties' intent, the City shall transfer to the County fee interest in the

real estate acquired hereunder sufficient to ensure that the Properties are used in a manner consistent with public recreational purposes. If the Parties should in the future agree to sell any of the Properties/Acquisitions, the proportionate amount of funding expended to acquire, demolish, design/permit and construct the public beach park Project shall first be returned to the Tourism Development District fund at the County. Any remaining proceeds thereafter shall be split equally between the Parties.

SECTION 8. DEVELOPMENT AND IMPROVEMENT OF THE PROPERTIES.

A. Intent. The Parties intend that the development of the Properties shall be limited to uses by the general public for general recreational purposes as typically seen at beach parks (the "Public Beach Parks"). The overall goal of both Phases of the Acquisitions shall be to increase the amount of beach available for use by the general public and the Public Beach Parks shall be designed, developed, and maintained in accordance with this overall goal. This Agreement shall be construed in a manner that reflects this overall intent.

B. Development of the Public Beach Parks.

1. Collaborative Process. The Parties intend to work collaboratively through all phases of development of the Public Beach Parks to develop Public Beach Parks that is consistent with this intent.
2. Comprehensive Plan and Land Development Code. Development of the Public Beach Parks shall be subject to applicable provisions of the City's Comprehensive Plan and Land Development Code. Prior to, but contingent upon acquisition to become effective, or upon acquisition, if not already compliant with the City's Comprehensive Plan and Land Development Code (specifically zoning and any special use approvals) the City agrees to diligently submit and utilize best efforts to pursue such proposed changes to bring such intended use into compliance with the City's Comprehensive Plan and Land Development Code. This shall be completed with all haste to prevent any delay in the redevelopment of the Properties. If not completed within 12 months of each closing the City shall reimburse the County for any funds expended to date.
3. General Design Concepts of the Public Beach Parks. The Parties shall immediately begin work together in designing and implementing a cohesive and functional plan and development of the Public Beach Parks that is consistent with and furthers the overall intent of the Acquisitions. The Public Beach Parks' design shall include basic amenities typically seen at beach parks generally, including but not limited to: adequate parking, restrooms/changing rooms, showers, stormwater detention, sidewalks, landscaping, boardwalks, pavilions, official access, and similar uses. Final design of the Public Beach Parks shall be subject to the approval of both the

Board of County Commissioners and the City Council at duly noticed public meeting(s).

4. Demolition. Except for the existing pavilion and bathrooms on the Phase I Properties/Project, the existing structures on the Properties do not further the overall intent of the Acquisitions. Therefore, the City shall procure a qualified and duly licensed demolition contractor to demolish the existing structures. Such procurement process shall begin immediately after the effective date of this Agreement and shall be issued no later than sixty (60) days from the closing of any of the Properties.
5. Pre-demolition Sale. If feasible, the City may elect to conduct a pre-demolition sale of any salvageable items and fixtures located on the Properties prior to demolition. If such a sale is conducted, the Parties shall be entitled to distributions of any net proceeds from said pre-demolition sale at the same ratio as their contributions.
6. Design, Engineering, and Permitting of the Public Beach Parks. The County shall procure duly qualified and licensed engineers, design professionals from its existing professionally procured library in consultation with the City that it deems to be reasonably necessary to design, engineer, construct, and develop the Public Beach Parks. Any surveying services may be issued after execution of this Agreement. Additionally, the process to secure professional permitting for design, engineering and permitting services may begin immediately after the execution of this amended Agreement. However, in any case such issuance shall occur within ninety (90) days of the closings.
7. Construction of the Public Beach Parks. The City or County shall oversee the procurement and construction of the Public Beach Parks. The decision shall rest with the City Manager, however, the goal of the Parties is for construction to commence as soon as reasonably possible after the last closing, with preference on of less than 90 days following the completion of design and acquiring all the Properties, with an aggressive construction schedule thereafter, reflected in the bid documents.
8. Time is of the Essence/Primary Point of Contact. The Parties agree to utilize best effort to timely bring the Public Beach Park into public service/use as quickly as possible, but still in a fiscally responsible manner. As such the Parties shall each appoint a lead staff person from each agency to spearhead their agency's responsibilities. Such person shall facilitate all aspects of the project to include, but not limited to: all required approvals, payments, legal sign off, signatures, permits – to include fast-tracking all City signage, building, land development code permits and all outside agency permits. The County Appointee shall be the County Public

Works Director. The City Appointee shall be the Deputy City Manager. The lead staff person of either agency may be changed upon written notice to the other agency.

9. Rights and Obligations of the Parties in the Procurement Processes. Following acquisition of the Properties, as part of the procurement processes, the Party handling a specific service or purchase procurement shall make all such procurement documents available to the other Party for review. The reviewing Party shall be permitted to inspect the documents at least 7 days prior to issuance and provide input as to their contents. The City and County shall work in good faith in the drafting of the documents and all such documents shall be designed to further the Acquisitions' overall intent. The County in consultation with the City, shall be responsible for selecting professional firms described in Section 8(B) of this Agreement that are capable of furthering the development of the Public Beach Parks. Such firm may likely be the same firm as Phase 1 since the park developments of the Acquisitions are likely to be similar. For the Construction procurement(s) both Parties shall have at least one individual on the procurement committee.

SECTION 9. MAINTENANCE AND OPERATION.

- a. General Maintenance. After the completion of the development, the City shall be responsible for the general maintenance of the Public Beach Parks and ensure that they are kept in a condition permitting the general public to access and enjoy the Public Beach Parks.
- b. Tourist Development Taxes. The Parties recognize that Tourist Development Taxes may or may not be potentially available to fund maintenance of the Public Beach Parks. The City shall be permitted to utilize its allocated funding as part of the countywide Interlocal Agreement. The Tourist Development Council and the County may, but shall not be required to, expend additional Tourist Development Taxes to maintain the Public Beach Parks with the following exception: The County or its designee will continue to maintain the sand (rake) and pick up normal trash along the beach.
- c. Parking/Entry Fees or Permits. Because funding is primarily coming from Tourism Development Taxes, parking fees and park entry fees or parking permits shall not be permitted at the park, unless otherwise agreed to in writing by the Parties. If approved, the same parking/entry fees shall equally apply to all users. Unless otherwise agreed to by the County in writing, these parking/entry fees, if collected, must be segregated into a dedicated fund(s) for these specific parks, to be used exclusively to maintain or otherwise improve the Public Beach Parks.

- d. Beach Vending. It is the general desire of the Parties for the Public Beach Parks to be open to general beach goers -- residents and visitors alike. No beach vendors for tents, umbrellas, and chairs, or other similar amenities, shall be permitted at the Public Beach Parks, unless otherwise agreed to in writing by the Parties.
- e. Park Vending. If agreed by the Parties in writing, minor recreation and food/drink vending, such as a food truck/cart and recreational vending such as paddleboards, kayaks, etc., may be permitted.
- f. Operation. The City shall operate the Public Beach Parks and enforce all applicable laws, including City ordinances, rules, and regulations. The City shall enforce these laws, ordinances, rules, and regulations through its Code Enforcement Department and other available legal means. The City may use its short duration, special event permits for events such as weddings, temporary gatherings, trash pickups and other typically permitted activities as normally seen at public beach parks and such permits shall not be considered encumbrances on the Properties. A temporary or permanent tourism information booth shall be permitted upon the Public Beach Parks.
- g. Revenue Generation. If any revenues are developed from the parks, unless otherwise approved in writing by the Parties, they must be segregated in dedicated fund(s) for the park, to be used exclusively to maintain or otherwise improve the Public Beach Park(s).
- h. Signage/Information. The Public Beach Parks' design shall incorporate a permanently posted sign designating the Public Beach Parks, which shall state that it was funded through a partnership between the County, the City and the Trust. The County shall review and approve the sign before it is posted and the Parties shall also consult with the Trust prior to final design approval and posting. Apart and separate from the signage above the City hereby agrees to work with the TDD to allow tourism related signage for wayfinding, a rack for material or an electronic kiosk, and website or social media promotion.
- i. Access. The City shall provide the County and themselves, to maximum extent practical, both through the park design and operationally, beach access to allow beach equipment and trash access, plus access for turtle patrol/management, beach re-nourishment, sand fencing, and sea oat plantings, debris removal, public safety, tourism and similar governmental functions. Any buildings (whether fixed or movable) shall be placed only with the City's written consent, which shall be without fees to the County and shall be in three (3) year increments. Additionally, such consent shall not be unreasonable withheld or withdrawn.

SECTION 10. TERM. This Agreement shall take effect on the last date of adoption by the respective governing bodies and the warranties and covenants described herein shall continue in perpetuity.

SECTION 11. RECORDS AND REPORTING.

- A. The City agrees to maintain books, records, documents and other evidence according to generally accepted governmental accounting principles, procedures and practices which sufficiently and properly reflect all costs and expenditures of any nature, incurred by the City in connection with the Acquisitions.
- B. The County agrees to maintain books, records, documents and other evidence according to generally accepted governmental accounting principles, procedures and practices which sufficiently and properly reflect the receipt, processing and payment of amounts in connection with the Acquisitions.
- C. Neither the City nor the County shall assume any responsibility for the other entity's failure to respond, timely, or at all, to a public records request. A request upon one entity, shall not be deemed to be a request on the other entity.
- D. The City agrees to include, in all contracts for services related to the Acquisitions, the public records statement as required under section 119.0701, Florida Statutes.

SECTION 12. REPRESENTATIONS AND WARRANTIES. Each party hereby represents and warrants to the other that it has all requisite power, authority and authorization to enter into this Agreement, has taken all necessary actions required to enter into this Agreement, and to fulfill any and all of its obligations, duties, and responsibilities provided for or required of it by this Agreement, whether exercised individually or collectively.

SECTION 13. AMENDMENTS. Neither this Agreement nor any portion of it may be modified or waived orally. The provisions hereof may be amended or waived only pursuant to an instrument in writing, approved by the City Council and the Board of County Commissioners, and jointly executed by the parties hereto. This Agreement shall be enforced and be binding upon, and inure to the benefits of, the Parties hereto and their respective survivors and assigns, if any. This Agreement shall not be assigned without the permission of all Parties to the Agreement.

SECTION 14. DISPUTE RESOLUTION. The Parties shall attempt to resolve any dispute that arise under this Agreement in good faith by participating in mediation. This mediation shall be in lieu of the requirements of the "Florida Governmental Conflict Resolution Act." The mediator shall be mutually agreed upon by the Parties and the cost of mediation shall be borne equally between the Parties. In the event the matter is not resolved through the mediation process, each party shall be free to pursue any of its available remedies.

SECTION 15. 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.

SECTION 16. 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.

SECTION 17. SEVERABILITY. If any one or more of the provisions of this Agreement shall be held contrary to any express provision of law or contrary to any policy of express law, then the remainder of this Agreement shall remain in full force and effect.

SECTION 18. GOVERNING LAW AND VENUE. The validity, construction and performance of this Agreement shall be governed by the laws of the State of Florida. Venue for any action arising out of this Agreement shall be in Okaloosa County, Florida.

SECTION 19. NOTICE. If written notice to a party is required under this Agreement, such notice shall be given by hand delivery, recognized overnight delivery service, or by first class mail, registered and return receipt requested.

As to the County as follows:

County Administrator
Okaloosa County
1250 Eglin Pkwy N
Suite 102
Shalimar, FL 32579

As to the City as follows:

City Manager
City of Destin
4200 Indian Bayou Trail
Destin, FL 32541

SECTION 20. NO MEMBER LIABILITY. Neither the members of the governing body of the County, the City, nor anyone executing this Agreement, shall be liable personally or shall be subject to any accountability for reason of the execution by the County, the City or any executing authority of the County or the City for any act pertaining thereto.

SECTION 21. SOVEREIGN IMMUNITY. The parties further agree that nothing contained herein is intended to nor shall be construed a waiver of the County or City's rights and immunities under the common law or section 768.28, Florida Statutes, as amended from time to time.

SECTION 22. INSURANCE, LIABILITY AND INDEMNIFICATION.

- A. Each party agrees to be fully responsible for all claims, liabilities, damages, costs, actions, suits or proceedings at law or in equity which may occur as a result of the

wrongful or negligent acts of their respective officers, employees, representatives, and agents.

- B. Any contractor or consultant engaged by the City or County for work on the Acquisitions shall be required to protect, defend, indemnify and hold both the City and County harmless from all claims, demands, causes of action or liability resulting from injury to or death of persons or damage to or loss of property sustained as a consequence of the Acquisitions and arising from said contractor's operations or as a proximate result of the acts or omissions of the contractor or their employees. Such agreement by the contractor or consultant shall include their indemnification as to any assessment of an administrative fine or penalty by a governmental entity for a violation of conditions of the permit and authorization related to their actions or failure to act in carrying out their contractual duties. The City and County shall require the provisions of this section to be included in all contracts between the City and County and its contractors and consultants for work or services to occur on the Acquisitions.

SECTION 23. CONSTRUCTION. The Parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement 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 Agreement.

SECTION 24. FILING. The County and the City are hereby authorized and directed after approval, to file this Agreement with the Clerk of the Circuit Court of Okaloosa County, Florida, for recording in the public records of Okaloosa County, Florida as provided in Section 163.01 (11), Florida Statutes.

SECTION 25. 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.

IN WITNESS WHEREOF, the parties hereto, by and through the undersigned, have entered into this Interlocal Agreement on the date and year last written below.

////////// **Signature Pages Follow** //////////

OKALOOSA COUNTY, FLORIDA

By: Mel Ponder
Mel Ponder, Chairman



Date: August 16, 2022

ATTEST:

for J.D. Peacock II
J.D. Peacock II, Clerk



APPROVED AS TO FORM:

Lynn M. Hoshihara
Lynn M. Hoshihara, County Attorney

CITY OF DESTIN, FLORIDA

By: 
Gary Jarvis, Mayor

Date: 9/8/22

ATTEST:


Rey Bailey, Clerk

APPROVED AS TO FORM:


Kyle S. Bauman, City Attorney

EXHIBIT "A" - Legal Descriptions

CRYSTAL PORT

Parcel A: Lot A, Crystal Port, according to the plat thereof as recorded in Plat Book 7, Page 76 of the Public Records of Okaloosa County, Florida.

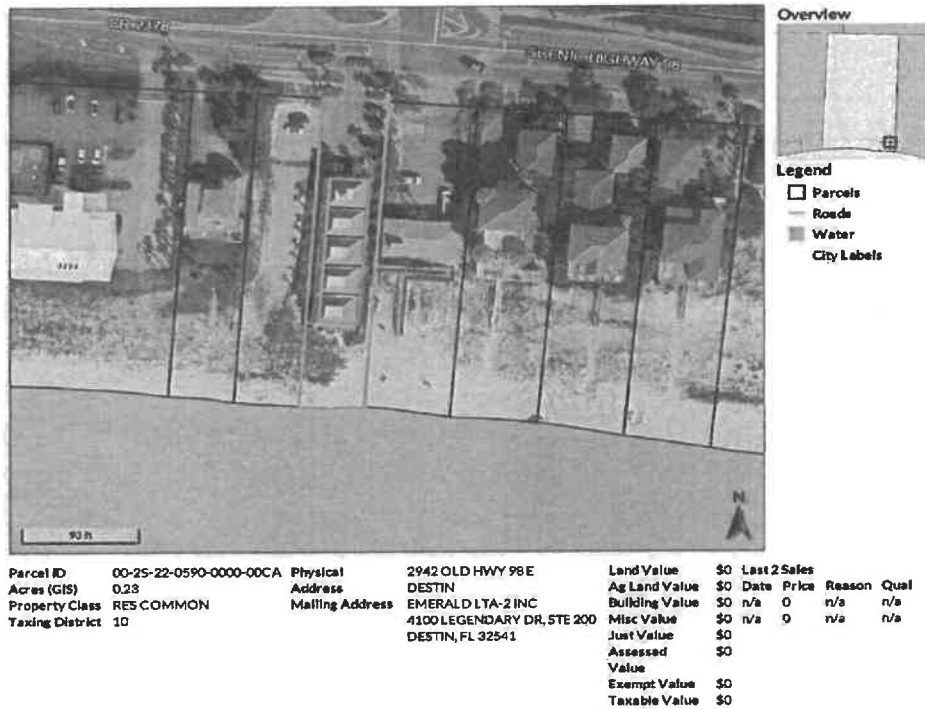
Parcel B: Lot B, Crystal Port, according to the plat thereof as recorded in Plat Book 7, Page 76 of the Public Records of Okaloosa County, Florida.

Parcel C: Townhome Unit No. C, of Crystal Port Townhomes, according to the Plat thereof, as recorded in Plat Book 7, Page 76 of the Public Records of Okaloosa County, Florida.

Parcel D: Lot D, Crystal Port, according to the plat thereof as recorded in Plat Book 7, Page 76 of the Public Records of Okaloosa County, Florida.

Parcel E: Lot E, Crystal Port Townhomes, according to the Plat thereof as recorded in Plat Book 7, Page 76 of the Public Records of Okaloosa County, Florida.

Parcel F: All Crystal Port Townhomes Common Area, according to the Plat thereof as recorded in Plat Book 7, Page 76 of the Public Records of Okaloosa County, Florida.



Date created: 5/21/2020
Last Data Uploaded: 5/21/2020 9:27:25 AM

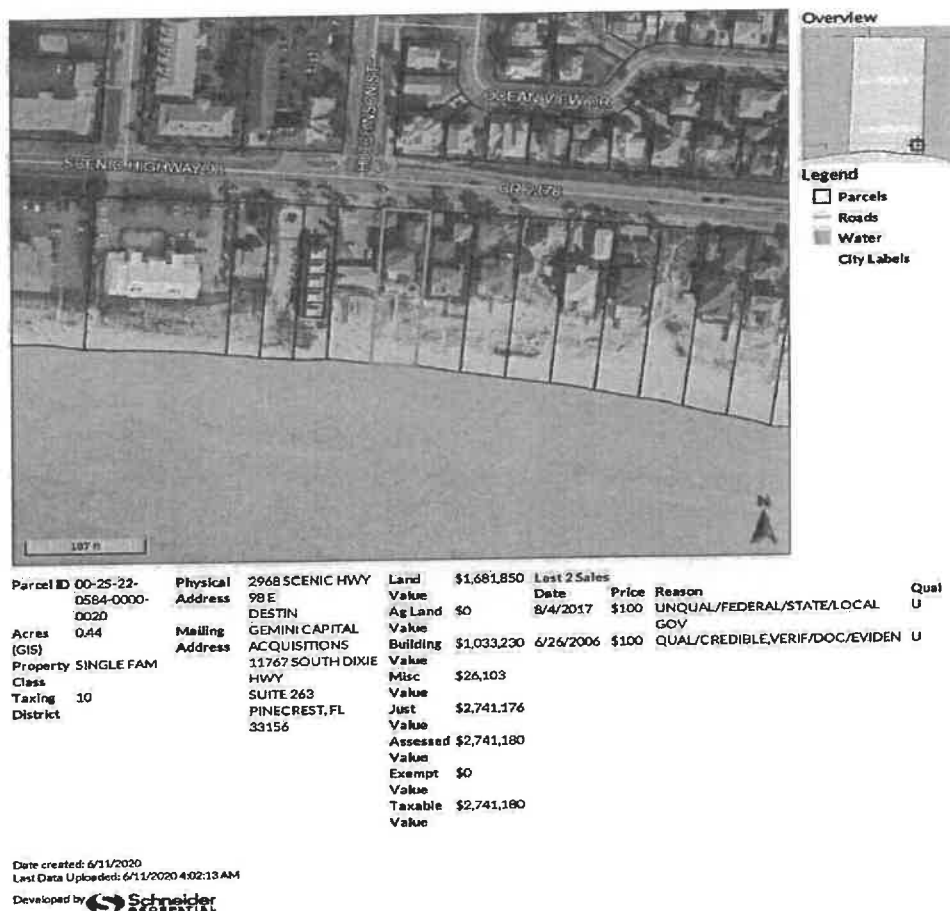
Developed by Schneider

SHORE AT CRYSTAL BEACH EAST EXPANSION #1

**LOT 2, THE SHORES OF CRYSTAL BEACH, ACCORDING TO THE PLAT THEREOF AS
RECORDED IN PLAT BOOK 13, PAGE 82 OF THE PUBLIC RECORDS OF OKALOOSA
COUNTY, FLORIDA**

Property Street Address: 2968 Scenic Highway 98, Destin, FL 32541

Parcel Tax ID No.: 00-2S-22-0584-0000-0020



SHORE AT CRYSTAL BEACH EAST EXPANSION #2

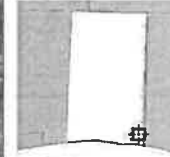
Lot 3, THE SHORES OF CRYSTAL BEACH, a Planned Unit Development, a Resubdivision of a Portion of Block B, Crystal Beach Subdivision according to the Plat thereof as recorded in Plat Book 13, Page 82, of the Public Records of Okaloosa County, Florida

Property Street Address: 2970 Scenic Highway 98 E, Destin, FL 32541

Parcel Tax ID No.: 00-2S-22-0584-0000-0030



Overview



Legend

- ☐ Parcels
- ☐ Roads
- ☐ Water
- ☐ City Labels

Parcel ID	00-25-22-0584-0000-0030	Physical Address	2970 SCENIC HWY 98 E DESTIN	Land Value	\$1,681,850	Last 2 Sales Date	5/9/2018	Price	\$100	Reason	UNQUAL/CORRECTIVE/QCD,TD	Qual	U
Acres (GIS)	0.44	Mailing Address	KMB ROCKY HILL LLC PO BOX 6177 MIRAMAR BEACH, FL 32550	Ag Land Value	\$0		8/29/2014	\$2100000		QUAL/DEED EXAMINATION		Q	
Property Class	SINGLE FAM			Building Value	\$890,466								
Taxing District	10			Misc Value	\$34,386								
				Just Value	\$2,606,699								
				Assessed Value	\$2,606,700								
				Exempt Value	\$0								
				Taxable Value	\$2,606,700								

Date created: 4/9/2020
Last Data Uploaded: 4/9/2020 4:03:23 AM
Developed by  Schneider

EXHIBIT "B"
PHASE 2 LOTS/Property

<i>Properties</i>	<i>City Contribution 50%</i>	<i>County Contribution 50%</i>	<i>Total</i>
<i>00-2S-22-0390-0000-0010</i>	\$1,750,000	\$1,750,000	\$3,500,000
<i>00-2S-22-0580-000A-0090 3310 Scenic 98</i>	\$1,750,000	\$1,750,000	\$3,500,000
<i>00-2S-22-0580-000A-0100 3320 Scenic 98</i>	\$1,750,000	\$1,750,000	\$3,500,000
<i>00-2S-22-0580-000A-0110 3324 Scenic 98</i>	\$1,750,000	\$1,750,000	\$3,500,000
<i>Total</i>	\$7,000,000	\$7,000,000	\$14,000,000

PARCEL ID: 00-2S-22-0390-0000-0010

"THE EAST 40 FEET OF THE FOLLOWING DESCRIBED PROPERTY:

THAT PORTION OR BLOCK A, LYING BETWEEN THE SOUTHERLY EXTENSION OF THE EAST LINE OF BLOCK 6 AND THE WEST LINE OF BLOCK 4 OF CRYSTAL BEACH, A SUBDIVISION OF THE WEST MILE OF THE EAST TWO MILES OF THE DESTIN PENINSULA, TOWNSHIP 2 SOUTH, RANGE 22 WEST, OKALOOSA COUNTY, FLORIDA, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK I AT PAGE 17, OF THE PUBLIC RECORDS OF OKALOOSA COUNTY, FLORIDA. SUBJECT TO ANY EASEMENTS GRANTED FOR INGRESS AND EGRESS TO THE GULF OVER A SOUTHERLY EXTENSION OF 4TH STREET ACCORDING TO THE PLAT OF SAID CRYSTAL BEACH.

AND

THAT PORTION OF BLOCK A, LYING BETWEEN THE SOUTHERLY EXTENSION OF THE WEST LINE OF BLOCK 4, AND WESTERLY OF A SOUTHERLY EXTENSION OF THE WEST LINE OF BLOCK 3, IN CRYSTAL BEACH, A SUBDIVISION OF THE WEST MILE OF THE EAST TWO MILES OF THE DESTIN PENINSULA, TOWNSHIP 2 SOUTH, RANGE 22 WEST, OKALOOSA COUNTY, FLORIDA, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK I AT PAGE 17, OF THE PUBLIC RECORDS OF OKALOOSA COUNTY, FLORIDA."

PARCEL ID: 00-2S-22-0580-000A-0090, 00-2S-22-0580-000A-0100, 00-2S-22-0580-000A-0110

THAT PART OF BLOCK A INCLUDED BETWEEN THE SOUTHERLY EXTENSIONS TO THE GULF TO MEXICO OF THE EAST LINE OF BLOCK 3 AND THE WEST LINE OF LOT 5 OF BLOCK 3, TOGETHER WITH RIPARIAN RIGHTS THERETO BELONGING, ACCORDING TO THE PLAT OF THE SUBDIVISION KNOWN AS CRYSTAL BEACH, A SUBDIVISION OF A PORTION OF TOWNSHIP 2 SOUTH, RANGE 22 WEST, ACCORDING TO PLAT THEREOF BY C.H. OVERMAN, C.E., FILED FOR RECORD IN THE OFFICE OF THE CLERK OF THE CIRCUIT COURT OF OKALOOSA COUNTY, FLORIDA.

THAT PART OF BLOCK A INCLUDED BETWEEN THE SOUTHERLY EXTENSIONS TO THE GULF TO MEXICO OF THE EAST LINE OF BLOCK 3 AND THE WEST LINE OF LOT 5 OF BLOCK 3, TOGETHER WITH RIPARIAN RIGHTS THERETO BELONGING, ACCORDING TO THE PLAT OF THE SUBDIVISION KNOWN AS CRYSTAL BEACH, A SUBDIVISION OF A PORTION OF TOWNSHIP 2 SOUTH, RANGE 22 WEST, ACCORDING TO PLAT THEREOF BY C.H. OVERMAN, C.E., FILED FOR RECORD IN THE OFFICE OF THE CLERK OF THE CIRCUIT COURT OF OKALOOSA COUNTY, FLORIDA.

THAT PORTION OF BLOCK A, CRYSTAL BEACH SUBDIVISION, AS RECORDED IN PLAT BOOK 1, AT PAGE 17, OF THE PUBLIC RECORDS OF OKALOOSA COUNTY, FLORIDA. LYING BETWEEN THE SOUTHERLY EXTENSION OF THE GULF OF MEXICO OF THE WEST LINE OF LOT 1 AND THE EAST LINE OF LOT 4, BLOCK 3, CRYSTAL BEACH SUBDIVISION.

SUBJECT TO COVANANTS AND RESTRICTIONS AND WATER LINE EASEMENT AS CONTAINED IN DEEDS RECORDED IN OFFICIAL RECORD BOOK 104, PAGE 339 AND BOOK 107, PAGE 459 OF THE PUBLIC RECORDS OF OKALOOSA COUNTY, FLORIDA

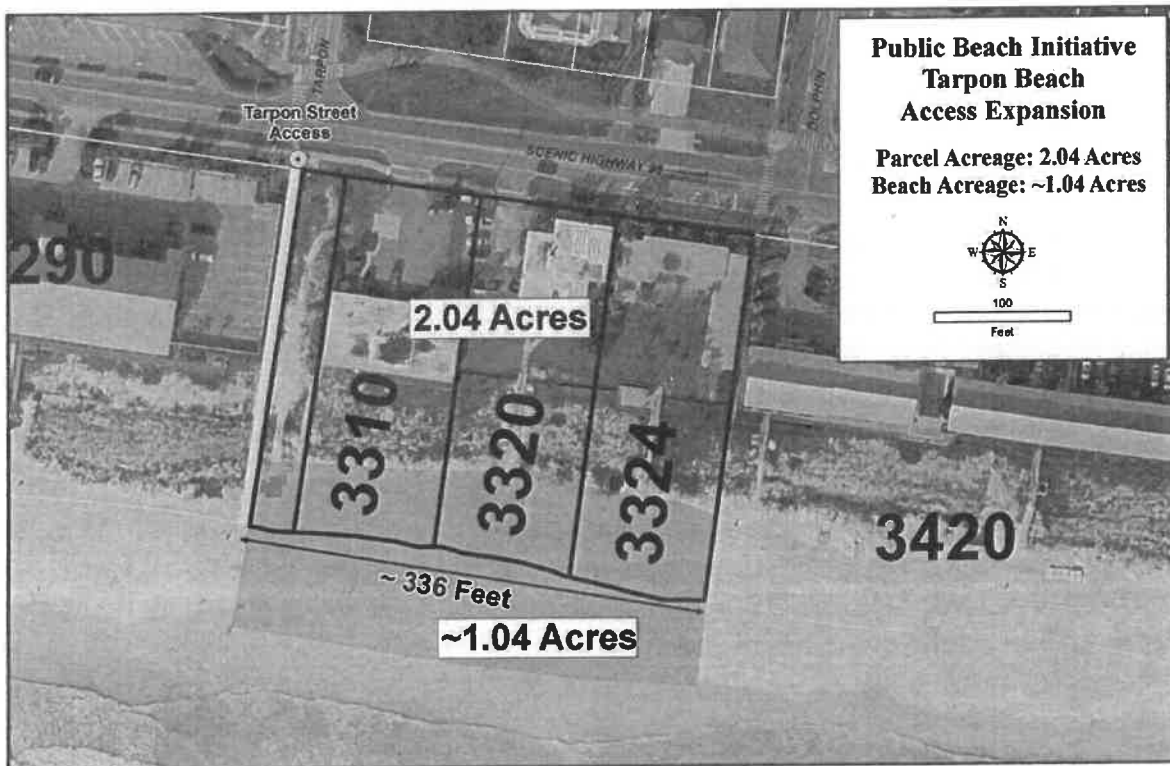


EXHIBIT "C"
Estimated Budgetary Costs for Acquisitions-- Properties
"Phase I Project" and "Phase II Project"

Beach Access Phase I Project Crystal Beach	
Project Activity	Total (100%)
Acquisition to date	\$6,727,790
Demolition	\$100,218
Design and Permitting	\$272,500
Estimated Acquisition (Center House) Condemnation	\$6,300,000
Condemnation Legal and Acquisition Costs	\$200,000
Demolition	\$75,000
Park Development	\$1,750,000
Contingency	<u>\$324,492</u>
Total Project Cost from Acquisition to Operation	15,750,000
SPLIT: COUNTY - 59% CITY - 41%	

Beach Access Phase II Project Tarpon	
Project Activity	Total (100%)
Acquisition	\$14,050,000
Demolition	\$200,000
Design and Permitting	\$300,000
Park Development	\$1,850,000
Contingency	<u>\$350,000</u>
Total Project Cost from Acquisition to Operation	\$16,750,000
SPLIT 50% EACH CITY AND COUNTY	

Total Costs for both Projects \$32,500,000

RESOLUTION 22-17

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DESTIN, FLORIDA REPEALING RESOLUTION 21-07; DETERMINING THAT CHANGING MARKET CONDITIONS HAS RENDERED THE ACQUISITION OF CERTAIN PROPERTY FOR PUBLIC USE AND PUBLIC RECREATIONAL FACILITIES AND RECREATIONAL USES NOT FEASIBLE AT THIS TIME; REPEALING RESOLUTION 21-07 WITHOUT PREJUDICE TO DETERMINE IN THE FUTURE THAT IT IS NECESSARY TO CQUIRE TO ACQUIRE CERTAIN PROPERTY FOR PUBLIC USE AND PUBLIC RECREATIONAL FACILITIES AND RECREATIONAL USES; AND PROVIDING AN EFFECTIVE DATE.

RECITALS:

WHEREAS, The City of Destin, Florida (the “City”) is a Florida municipal corporation and political subdivision of the State of Florida and is authorized to construct and maintain public recreational uses and facilities, and is vested by law pursuant to Chapters 73, 74, 166, Florida Statutes, to acquire fee simple interest in privately owned lands which are necessary for public use; and

WHEREAS, the City’s home rule powers and other applicable law including, but not necessarily limited to Chapter 166, Florida Statutes, grant authority to the City to provide for recreational uses within the City’s municipal limits; and

WHEREAS, on July 6, 2021, the City Council adopted Resolution 21-07, determining that the property more particularly described in Exhibit “A” (the “Subject Property”) was necessary to complete the Crystal Beach Recreational Facilities Project (the “Project”); and

WHEREAS, the City, together with Okaloosa County, Florida (the “County”), have negotiated with the Subject Property’s property owner (the “Property Owner”) in good faith, but have been unable to come to mutually agreeable terms whereby the City acquires the Subject Property voluntarily; and

WHEREAS, rising inflation coupled with the market value of properties in the local area have continued appreciating and have now appreciated to a point where acquisition of the Subject Property through eminent domain proceedings is prohibitively expensive; and

WHEREAS, an alternative, temporary design of the Project is more financially feasible for the City and County at this time; and

WHEREAS, market conditions together with the City and County’s financial conditions may lead to the acquisition of the Subject Property being more feasible in the future; and

WHEREAS, when it is more financially feasible to continue with the Project, the City or County may choose to institute eminent domain proceedings once again; and

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

Section 1. That each of the above Recitals set forth above are adopted as the findings of the Council and are hereby incorporated into this Resolution as if set forth in their entirety.

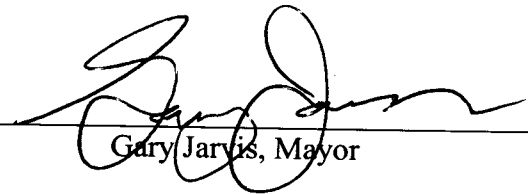
Section 2. Resolution 21-07 is hereby repealed without prejudice to reinstitute eminent domain proceedings relating to the Subject Property in the future.

Section 3. This Resolution shall become effective immediately upon adoption.

DULY ADOPTED this 17th day of October 2022.

**CITY COUNCIL OF THE CITY OF
DESTIN, FLORIDA**

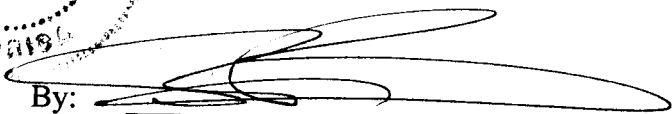
By:

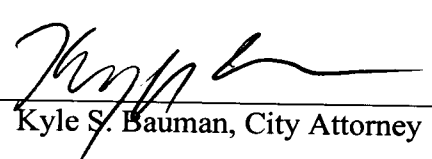

Gary Jarvis, Mayor

ATTEST:

**APPROVED AS TO FORM FOR THE
CITY OF DESTIN, ONLY:**

By:


Rey Bailey, Clerk


Kyle S. Bauman, City Attorney

**~~THIS IS A 1ST~~FIRST AMENDMENT TO ~~AN~~THE
AMENDED AND RESTATED INTERLOCAL AGREEMENT
BETWEEN OKALOOSA COUNTY AND THE CITY OF
DESTIN FOR ACQUISITION, DEMOLITION, DESIGN,
~~AND~~ CONSTRUCTION AND OTHER MATTERS RELATED
TO THE PUBLIC BEACH/GULF FRONT PUBLIC PARK
PROPERTY**

THIS ~~1ST~~**FIRST** AMENDMENT ("Amendment") is entered into by and between OKALOOSA COUNTY, FLORIDA, a political subdivision of the State of Florida (the "County") and the CITY OF DESTIN, a municipality organized under the laws of the State of Florida (the "City") (collectively, the County and City will hereinafter be referred to as the "Parties").

WHEREAS, on ~~September 9, 2022~~, the County and the City entered into an Amended and Restated Interlocal Agreement for the acquisition, demolition, design, construction and other matters related to the public beach/gulf front public park property (the "Agreement"); and

WHEREAS, for the past two years the Parties had sought to acquire a property in Crystal Beach located at 2970 Scenic Highway 98, Destin, FL 32541 (the "Property") ~~shown below as a deleted portion of Exhibit A~~; and

WHEREAS, ~~today~~ the Parties have since mutually agreed the acquisition of this ~~Property acquisition~~ is no longer viable or prudent to pursue at this time due to recent value escalations in the marketplace; and

WHEREAS, the Parties, as stewards of public tax dollars, including tourism tax dollars, have mutually agreed that other properties and/or projects are likely better investments of these ~~tourism resources~~ public funds; and

WHEREAS, both Parties ~~have previously passed-adopted~~ resolutions related to this ~~Property, which will be repealed and both through approval of this document hereby official~~ Property ~~repeal their applicable resolutions (City of Destin Resolution — Okaloosa County Resolution)~~; and

WHEREAS, the City and County staff are hereby directed to ~~closeout-terminate any and all efforts to acquire this~~ Property ~~acquisition issue~~ and to ~~proceed immediately modify to modification of~~ any plans and permits to proceed ~~in order to proceed~~ to construction as quickly as possible.

NOW, THEREFORE, in consideration of the above recitals, mutual covenants, promises and agreements contained herein, and other good and valuable consideration, the receipt and

sufficiency of which are acknowledged, the County and the City agree ~~to this First Amendment~~ as follows:

1. ~~1.~~ RECITALS. The above recitals are true and accurate and are incorporated herein as essential terms of the Agreement.

2. AMENDMENTS. The Agreement shall be amended as follows:

a. Amending ~~the WHEREAS provisions~~ recitals shall be amended as follows:

~~WHEREAS~~, the Phase I Properties are adjacent to or near an existing City beach park; and

~~WHEREAS~~, two of the three Phase I Properties have already been acquired by the City, with the last property in the middle, pledged to be acquired by the City through eminent domain proceedings for public use; and

~~WHEREAS~~, the City, in furtherance of the eminent domain proceedings against the last property of the Phase I Properties to be acquired, has passed a Resolution of Necessity and the County has passed a Resolution of support for those efforts; and

WHEREAS, the Trust has sold two of the three Phase I Properties and has offered to sell the Phase II Properties to the City; and

WHEREAS, the full costs of the Acquisitions from purchase to usable park properties includes, but is not limited to, the costs for purchase ~~(including condemnation of the final of the Phase I Properties)~~, demolition, design, permitting, and construction and are estimated to cost \$32,500,000.00 ~~26,500,000.00~~, as budgeted in Exhibit "C"; and

b. ~~2.~~ Amending Section 5, B, and (2) and (3) paragraphs 2 & 3 as shown below shall be amended as follows:

B. City Advance Funding. To save money, as well as to facilitate the Acquisitions, and assist the City, the County agrees to advance fund the City with up to \$7.5 ~~10~~ Million dollars from TDT Reserves for this purpose. Repayment to the County shall come from the City's TDT Allocation as described in the "Whereas" clauses above. Except as set forth in subsection 5.C below, the County shall not charge the City any interest for the initial ten (10) year period. The amount owed shall be repaid as follows:

- 1) The entirety of the advanced funding shall be repaid by the City within ten (10) years of the date that the advanced funding is distributed to the City. Payment shall come in the form of a deduction from the City's TDT

Allocation. First repayment in the form of a deduction from amounts allocated shall occur on or before September 30, 2023.

- 2) The City shall commit at least \$750,000.00~~1 Million~~ annually of the City's TDT Allocation to servicing the debt described in this Section.
- 3) If the City's TDT Allocation does not amount to a total of at least \$750,000.00~~1 Million~~ in a single fiscal year, then the County shall have the right to set off any deficiency against any unallocated money the City may have accrued in the City's TDT Allocation from an earlier fiscal year.

c. Section 5.E. shall be deleted in its entirety:

~~E. City Eminent Domain/Condemnation of Crystal Beach Parcel. The Parties warrant and agree to act in good faith and commit to make every reasonable effort to ensure that the final Phase I Property is acquired. Specifically, to that end, the City agrees to institute legal condemnation proceedings for the remaining lot of the Phase I Properties and to implement said proceedings as soon as reasonably practicable. The final Phase I Property shall be condemned through a "quick take" as provided in Florida Statutes. The County agrees to make its legal counsel reasonably available to assist the City and shall permit the City to hire the County's legal firm to pursue the referenced condemnation without a conflict, but with costs covered as part of the Acquisitions. Costs for this expense are budgeted in Exhibit "C".~~

d. ~~3. Deleting Page 3 of Appendix Exhibit A shall be deleted as shown below, third page, as shown below:~~



Okaloosa County Property Appraiser



Parcel ID	00-25-22-0584-0000-0020	Physical Address	2968 SCENIC HWY 98 E DESTIN	Land Value	\$1,681,850	Last 2 Sales Date	8/4/2017	Price	\$100	Reason	UNQUAL/FEDERAL/STATE/LOCAL GOV	Qual	U
Acres (GIS)	0.44	Mailing Address	GEMINI CAPITAL ACQUISITIONS 11767 SOUTH DIXIE HWY SUITE 263 PINECREST, FL 33156	Ag Land Value	\$0								
Property Class	SINGLE FAM			Building Value	\$1,033,230	6/26/2006		\$100		QUAL/CREDIBLE,VERIF/DOC/EVIDEN		U	
Taxing District	10			Misc Value	\$26,103								
				Just Value	\$2,741,176								
				Assessed Value	\$2,741,180								
				Exempt Value	\$0								
				Taxable Value	\$2,741,180								

Date created: 6/11/2020
Last Data Uploaded: 6/11/2020 4:02:13 AM
Developed by Schneider GEOSPATIAL

SHORE AT CRYSTAL BEACH EAST EXPANSION #2

Lot 3, THE SHORES OF CRYSTAL BEACH, a Planned Unit Development, a Resubdivision of a Portion of Block B, Crystal Beach Subdivision according to the Plat thereof as recorded in Plat Book 13, Page 82, of the Public Records of Okaloosa County, Florida

Property Street Address: ~~2970 Scenic Highway 98 E, Destin, FL 32541~~

Parcel Tax ID No.: ~~00-2S-22-0584-0000-0030~~

e. 4. Modifying Appendix Exhibit C shall be amended as shown below follows:

EXHIBIT "C"
Estimated Budgetary Costs for Acquisitions-- Properties
"Phase I Project" and "Phase II Project"

Beach Access Phase I Project Crystal Beach	
Project Activity	Total (100%)
Acquisition to date	\$6,727,790
Demolition	\$100,218
Design and Permitting	\$272,500
Estimated Acquisition (Center House) Condemnation	\$6,300,000
Condemnation Legal and Acquisition Costs	\$200,000
Demolition	\$75,000
Park Development	\$2,050 1,750,000
Contingency	<u>\$324,492</u>
Total Project Cost from Acquisition to Operation	159,750,000
SPLIT: COUNTY - 59% CITY - 41%	

Beach Access Phase II Project Tarpon	
Project Activity	Total (100%)
Acquisition	\$14,050,000
Demolition	\$200,000
Design and Permitting	\$300,000
Park Development	\$1,850,000
Contingency	<u>\$350,000</u>
Total Project Cost from Acquisition to Operation	\$16,750,000
SPLIT 50% EACH CITY AND COUNTY	

Total Costs for both Projects ~~\$32,500,000~~ \$26,500,000

IN WITNESS WHEREOF, the parties hereto, by and through the undersigned, have entered into this First Amendment, effective when both parties on the date and year last written below.

////////// Signature Pages Follow //////////

OKALOOSA COUNTY, FLORIDA

By: _____
____ Mel Ponder, Chairman

Date: _____

ATTEST:

J.D. Peacock II, Clerk

APPROVED AS TO FORM:

Lynn M. Hoshihara, County Attorney

CITY OF DESTIN, FLORIDA

By: _____
Gary Jarvis, Mayor

Date: _____

ATTEST:

Rey Bailey, Clerk

APPROVED AS TO FORM:

Kyle S. Bauman, City Attorney

Kimberly Romano Kopp, City Land Use Attorney

CITY OF DESTIN Budget Amendment Form

Fiscal Year

2023

Period

2

Ref 1

BUA

Ref 2

ADJ

Short Description

ORD 22-20-CN

Effective Date

11/7/2022

Budget Year Code

2

Entity Code

1

Amendment Type*

2

Budget Projection Inclusion

One Time

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

ORG	OBJECT	PROJECT	LINE DESCRIPTION	(I)ncrease (D)ecrease	AMOUNT	CURRENT AVAILABLE BUDGET	REVISED AVAILABLE BUDGET
223300 2023 Debt	384000 Loan Proceeds	CM001 Beach	ORD 22-20-CN	D	\$ 2,500,000.00	\$ 10,000,000.00	\$ 7,500,000.00
22358188 2023 Debt	581305 Txfr Proceeds to 305 Fund	CM001 Beach	ORD 22-20-CN	D	\$ 2,500,000.00	\$ 10,000,000.00	\$ 7,500,000.00
223300 2023 Debt	381223 Txfrs in for Debt Svc	CM001 Beach	ORD 22-20-CN	D	\$ 250,000.00	\$ 1,000,000.00	\$ 750,000.00
22351305 2023 Debt	571000 Principal Pmts	CM001 Beach	ORD 22-20-CN	D	\$ 250,000.00	\$ 1,000,000.00	\$ 750,000.00
305300 Restricted	337714 BOCC	CM001 Beach	ORD 22-20-CN	D	\$ 3,540,000.00	\$ 13,454,307.00	\$ 9,914,307.00
30557237 BOCC	561000 Land Acquisition	CM001 Beach	ORD 22-20-CN	D	\$ 3,717,000.00	\$ 12,210,000.00	\$ 8,493,000.00
30557237 BOCC	565000 Park Construction	CM001 Beach	ORD 22-20-CN	I	\$ 177,000.00	\$ 1,244,307.00	\$ 1,421,307.00
305300 Restricted CIP	381305 Debt Proceeds from 223 Fund	CM001 Beach	ORD 22-20-CN	D	\$ 2,500,000.00	\$ 10,000,000.00	\$ 7,500,000.00
30557212 TDC 48.5%	561000 Land Acquisition	CM001 Beach	ORD 22-20-CN	D	\$ 2,500,000.00	\$ 11,048,822.00	\$ 8,548,822.00
305300 Restricted CIP	337712 TDC 12.5%	CM001 Beach	ORD 22-20-CN	I	\$ 123,000.00	\$ 2,920,545.00	\$ 3,043,545.00
30557212 TDC 48.5%	565000 Construction	CM001 Beach	ORD 22-20-CN	I	\$ 123,000.00	\$ 871,723.00	\$ 994,723.00
12957231 Oka 1/2 Penny	561000 Land Acquisition	CM001 Beach	ORD 22-20-CN	D	\$ 982,997.00	\$ 982,997.00	\$ -
12957231 Oka 1/2 Penny	565000 Construction	CM001 Beach	ORD 22-20-CN	I	\$ 982,997.00	\$ -	\$ 982,997.00
							\$ -

Decrease to FY23 Budget \$ 6,000,000.00

Created by:

Entered by:

Approved by:

Initials

Date

Note

ORD 22-20-CN adjusts the Advance Funding Agreement Decreases Land Acquisition for Crystal Beach and Increases park construction/design for Crystal Beach

increase/(decrease)

revs

exps

\$ (8,667,000.00)

\$ (8,667,000.00)

ORIGINAL (JULY 2022)	County	City	Total
Crystal Beach Land	7,686,396	5,341,394	13,027,790
Crystal Beach Other	1,606,104	1,116,106	2,722,210
	9,292,500	6,457,500	15,750,000
Tarpon Beach Land	7,025,000	7,025,000	14,050,000
Tarpon Beach Other	1,350,000	1,350,000	2,700,000
	8,375,000	8,375,000	16,750,000
	17,667,500	14,832,500	32,500,000

REVISED (NOV 2022)	County	City	Total
Crystal Beach Land	3,969,396	2,758,394	6,727,790
Crystal Beach Other	1,783,104	1,239,106	3,022,210
	5,752,500	3,997,500	9,750,000
Tarpon Beach Land	7,025,000	7,025,000	14,050,000
Tarpon Beach Other	1,350,000	1,350,000	2,700,000
	8,375,000	8,375,000	16,750,000
	14,127,500	12,372,500	26,500,000

12957231 and
305300-337712
and 30557212
305300-337714 AND 305300-
and 30557237 381305-

CHANGE (NOV-JULY)	County	City	Total
Crystal Beach Land	(3,717,000)	(2,583,000)	(6,300,000)
Crystal Beach Other	177,000	123,000	300,000
	(3,540,000)	(2,460,000)	(6,000,000)
Tarpon Beach Land	-	-	-
Tarpon Beach Other	-	-	-
	(3,540,000)	(2,460,000)	(6,000,000)

	Oka 1/2 Penny 12957231	TDC 12.5% (FY22/23) 30557212	TDC AFA 30557212	TOTAL
City portion				
Original	3,917,844	914,656	10,000,000	14,832,500
Revised	3,917,844	954,656	7,500,000	12,372,500
Change	-	40,000	(2,500,000)	(2,460,000)



City of Destin
4200 Indian Bayou Trail
Destin FL 32541

Internal Job Posting

Position Title: Public Information Manager

Department: City Manager

Vacancy Announcement: CM-23-09

Posting Dates: 11/8—11/15/2022

FLSA Status: Exempt, Full Time

Grade: 110 \$30.13 /hr. DOQ)

TO APPLY: Provide Human Resources with an updated job application.

TO REVIEW THE JOB DESCRIPTION: See Human Resource Manager.

SUMMARY: Under the general direction of the Deputy City Manager, performs responsible promotional and informational work in the preparation of publicity and development of promotional programs and material designed to improve public awareness of City services, programs, activities, plans and projects. Work involves responsibility for the development, maintenance, and enhancement of a comprehensive informational program for all areas of interface between the City and the public, and establishment of professional working relationships to expand opportunities for improved interface with the public.

Work is generally assigned through oral instruction and is accomplished with considerable independence. Work is reviewed through conferences, observation, analysis of prepared materials, and other metrics as developed by incumbent. Performs other work as required.

ESSENTIAL DUTIES AND RESPONSIBILITIES: The following are not to be construed as an exclusive or all-inclusive listing of skills and abilities required to perform the job. Management may delegate other responsibilities as required.

- Demonstrates commitment to Team Destin and our mission, vision, values, and goals and represents the city in a professional, dignified manner at all times both in actions and appearance.
- In cooperation with City departments; compiles and summarizes material and data to be used in presenting information to the news media and the public; serves as central point for quality and branding control for all City websites, publications, and outreach programs
- Develops and sustains promotional programs in conjunction with educational institutions, local business groups and service organizations.
- Serves as a member of the city's emergency management team that works before, during and after emergencies in order to coordinate and plan city operations; and provides constant coordination, communication, and emergency messages to staff, strategic partners and the public.
- Works nights and weekend work as required.
- Coordinates with staff to identify key projects/initiatives that are pertinent to the community and coaching staff to better relate the issues to the community.
- Fields and coordinates media-related inquiries and responses.
- Writes, records, and distributes, informational videos, news releases, columns, feature articles, etc.
- Develops contacts and relationships with media representatives to create opportunities for keeping the city and its services in front of the public and community.
- In coordination with the IT Department and staff, develops and updates the city's website.

- Develops and executes city-wide web and social media strategies.
- Coordinates and develops the annual state of the city address, open house, special projects, and other events.
- Prepares and presents service information at community events, civic and educational meetings, and public events.
- Assists and coaches staff with public speaking engagements, presentations, and preparation of articles for publication.
- Performs research, gathers data, and prepares reports.
- Applies purchasing guidelines for associated public relations projects to include the development of requests for bids and requests for proposals.
- Develops, designs, secures publications, and distributes publicity and public education materials such as brochures, newsletters, promotional materials, articles, fliers, city letterhead, business cards and presentation items.
- Maintains contact list of public relations and community and media contacts.
- Attends City Council and board meetings as required.
- Provides media training for city staff as needed.
- Maintains inventory for promotional items.
- Maintains external media coverage of city news.
- Contributes to the development of home team work-plans.
- Demonstrate competent knowledge of all applicable policies, codes, ordinances, regulations, and statutes.
- Demonstrate competent knowledge of all divisional Key Functions and their associated processes.
- Contributes to the development and accomplishment of home teamwork-plans utilizing the plan-do-check-act cycle of improvement.
- Performs other related duties as assigned.

Knowledge, Skills, and Abilities:

- Knowledge of the methods, principles and practices of journalistic writing and editing as applied to public relations and promotion of municipal activities, including:
 - Publication design, layout, and preparation of materials for a printer.
 - Photography and photo editing.
 - Media relations (including support for emergency operations).
 - Video shooting and editing.
 - Web design, production, and maintenance
- Skill in the use small office equipment, including copy machines or multi-line telephone systems.
- Skill in using computers for data entry.
- Skill in using computers for word processing and/or accounting purposes.
- Ability to communicate and organize effectively.
- Ability to compare and/or judge the readily observable functional, technical, structural, compositional, or identifiable characteristics (whether similar to or divergent from obvious standards) of data, people or things.
- Ability to communicate with people from all walks of life in a clear and professional manner; maintain constructive working relationships; to convey or exchange information, and to maintain constructive exchanges with individuals that may be upset and/or emotional.
- Ability to read a variety of professional, technical, and administrative documentation, directions, instructions, methods, and procedures.
- Ability to produce reports with proper format, punctuation, spelling, and grammar, using all parts of speech.
- Ability to learn and understand subject matter principles and techniques.

SUPERVISORY RESPONSIBILITIES: Supervision of other city employees is not required of this position.

QUALIFICATIONS

Education and Experience: Bachelor's Degree and Three (3) years of work experience involving public relations.

Licenses or Certifications:
certification desired.

Special Requirements:
None.

PHYSICAL REQUIREMENTS: The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Must be physically able to operate a variety of essential job-related machines and office equipment. Must be able to move or carry essential job-related objects or materials.

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: November 28, 2022

TYPE OF AGENDA ITEM: Action Item

AGENDA OUTLINE NUMBER: 6.J.

TO: City Council

THRU: Webb Warren, Deputy City Manager

FROM: Kyle Bauman, City Attorney

DATE: November 23, 2022

SUBJECT: 1. Request to call an executive session in the case of *Brenden Johnson v. City of Destin, et al*, Okaloosa County Circuit Court Case Number 2020 CA 003168 F

I. BACKGROUND:

II. DISCUSSION: The city's insurer hired The Warner Law Firm to represent it in this negligence case. The Warner Law Firm and City Attorney desire advice concerning this litigation and specifically seek to discuss settlement negotiations and other allowable matters in a closed executive session pursuant to Section 286.011(8), Florida Statutes.

Pursuant to the statute, the entire meeting will be recorded by a certified court reporter.

Upon the conclusion of the litigation, the entire transcript will be made part of the public record. Attendees include all members of the City Council, the Mayor, the City Manager, the City Attorney, and litigation counsel, Eric Krebs and Bill Warner. The City Attorney proposes that the executive session be held at 5:30 pm on December 12, 2022, which is the same date as the City Council's lone regular meeting in December.

A. Link to Strategic Goals / Objectives:

B. Effect on Budget (EOB):

C. Level of Service (LOS):

D. Legislative Sponsor:

III. CONCLUSION:

IV. RECOMMENDED MOTION: I move to schedule an executive session at 5:30 p.m., on December 12, 2022, in the matter of *Brenden Johnson v. City of Destin, et al*, Okaloosa County Circuit Court Case Number 2020 CA 003168 F.

Attachments:

None