

**REGULAR MEETING  
DESTIN CITY COUNCIL  
APRIL 3, 2023  
ANNEX COUNCIL CHAMBERS  
6:00 PM**

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

**CALL TO ORDER**

**\* INVOCATION**

**PLEDGE OF ALLEGIANCE**

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

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

- A. TDD Presentation - Jennifer Adams
- B. Destin Pickleball Courts - Kathi Hippi, Treasurer, Emerald Coast Fitness Foundation/Demetrius Fuller, Mattie Kelly Arts Foundation

**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. Budget transfer of \$50,000 from the fund balance to the council contingency
- B. Miscellaneous Concrete Services Contract, unit price schedule adjustment
- C. Floodplain Management Program, 2022-2023 Annual Progress Update, informational item
- D. Lighted Pedestrian Crossing Fixtures, authorization to purchase
- E. TDC FY24 Expenditure Plans for the promotion of tourism
- F. Approval of minutes of March 20, 2023 Regular City Council Meeting
- G. Approval of minutes of March 20, 2023 City Council Executive Session
- H. Approval of minutes of February 23, 2023 City Council Workshop
- I. Minutes of Board & Committees

**4. CITY MANAGER REPORTS**

- A. Acquisition of Property for the Crosstown Connector
- B. Announcements

**5. PUBLIC HEARINGS**

- A. Jake Hebert of Custom Tower LLC, on behalf of Destin Water Users, Inc. and Okaloosa County, is requesting approval of a Minor Development Order. The project scope consists of the construction of a new 911/P25 communication tower and the associated site infrastructure. The project is proposed at 218T Main Street (Parcel ID: 00-2S-22-0000-0058-0110)

- B. Ed Stanford of CORE Engineering & Consulting, Inc., on behalf of Heron's Nest LLC, is requesting approval of a Minor Deviation to a Minor Development Order. The project scope includes the construction of a new commercial dock that houses twenty-five (25) slips plus one (1) transient slip, for a total of 26 slips total. The project is proposed at 105 & 109 Calhoun Avenue (Parcel IDs: 00-2S-22-0630-0000-1211 & 00-2S-22-0630-0000-1210).

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

- A. Councilmember Sweetser
- B. Councilmember Geile
  - 1. Staff pay and personnel positions
  - 2. Unlicensed Contracting
- C. Councilmember Destin
- D. Councilmember Bagby
- E. Councilmember Hebert
  - 1. Placement of speed humps on Main Street north of Main Street Park
- F. Councilmember King
- G. Councilmember Schmidt
  - 1. Wind signs/banners in the Harbor District
- H. Mayor Wagner
- I. Land Use Attorney
- J. City Attorney

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

**8. ADJOURN**

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

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

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



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

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

A scenic view of a long bridge spanning a body of water at sunset. The bridge is supported by numerous wooden pilings and has several cars driving across it. In the foreground, three fishing boats are visible on the water. The sky is a mix of orange and blue, and the water reflects the sunset colors. A rocky shoreline is visible in the bottom left corner.

# Destin City Council April 3, 2023



# 2022 In-Destination Recap



# Popsicle Carts

3 Locations



# Surfboard Signs





# Red Flashlights



# Elevators



# Storefront Signage





# Permanent Signage



# Beach Flags Text Program Expansion

Text "BEACH" to 44144 for  
water conditions updates

## FLAG WARNING SYSTEM



**Water closed**  
Water activity is prohibited



**High hazard**  
Knee deep is too deep



**Moderate surf/currents**



**Calm conditions**



**Dangerous marine life**

Absence of flags does not assure safe waters.  
Swim at your own risk.





# Adventure Map

DESTIN  
FORT  
WALTON  
BEACH  
FLORIDA







# Destination Stewardship 2023 Pilot Program Plan

DESTIN  
FORT  
WALTON  
BEACH  
FLORIDA



# Outpost #1





# Outpost #2



Passenger side / Front



Driver's side / Rear

# Mobile Units





Thank you.







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## Pickleball continues to grow into one of America's most popular sports

- Professional Leagues and Teams (Tom Brady and LeBron James own pickleball teams)
- Numerous successful regional tournaments and fundraisers
- Extremely popular activity among active senior citizens, middle-aged and young people.
- Provides healthful, wholesome activity
- School P.E. programs are incorporating pickleball into their curriculum – Varsity sports can't be far behind
- Tracey Clinkscales, USA Pickleball Ambassador, made a very comprehensive presentation to the Council on May 16, 2022
- Communities all across the USA are building courts, repurposing tennis courts, and investing in pickleball court facilities



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## Current Court Availability

### There are some pickleball courts scattered throughout the community.

- Buck Destin Park
- Condos & Subdivisions
- Indoors at Destin Community Center
- Destin United Methodist Life Center
- Niceville Senior Center
- Ft. Walton Beach (Jet Dr., Mooney Rd., FWB Tennis Center, FWB Rec Ctr.)
- Beach Weekend private court (\$100/2 hrs)

### Limitations of existing facilities

- Small number of courts
- Often restricted to residents, owners, pass-holders
- Driving to FWB is very unpopular
- Lack of available restroom facilities
- Heavy usage – lack of availability
- Lack of supervision, personnel to provide aid in emergency

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## Destin City Council: Calls for Pickleball Courts



Since at least September of 2018, and several times since then, the Destin City Council has been approached by individuals requesting that the City include Pickleball Courts in its recreational sports offering.



Council members have made positive comments and expressed interest in providing courts for residents



The FY 2021 Budget included \$30,000 for pickleball courts, which, as was discussed in council minutes, is not enough money to construct more than one court



The FY 2022 Budget included \$400,000 for pickleball courts, as set aside by the Council, but with no clear plans for where, when or how to build courts. Finding available land has been the largest challenge

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The Taj Renee Community Aquatic Center is the former Destin Family YMCA, which sits on a sizeable parcel of land on Commons Drive. It is managed and operated by the Emerald Coast Fitness Foundation, Inc. a local non-profit charity

The ECFF leases the TRCAC property from the Mattie Kelly Arts Foundation and operates the facility for the benefit of the public, serving locals and visitors, seniors and school children, and providing safe, guarded pools and swim training and instruction. The lease started in 2017 for 10 years with a 10-year extension option.

The usage of the land is governed by the Mattie Kelly Testamentary Trust, which requires that the facilities thereon be used for "providing aquatic programs, and recreational activities for children under the age of 21, the elderly over the age of 55, and the public in general."

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## Concept Drawings

The space available on the property can accommodate up to 10 pickleball courts



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## ECFF Proposal



There is space on the property to construct as many as ten pickleball courts. Engineering evaluation has determined that existing parking spaces for the Aquatic Center are adequate for development of pickleball courts.



These courts would be adjacent to existing ample bathroom/locker room facilities with ADA facilities



Courts would be constructed in a fenced-in area immediately south of the current locker room building. Single entry point at the Aquatic Center entrance will provide control and security



Usage of the courts would be managed by the ECFF, which will also provide supervision, lighting, maintenance, and security.



City of Destin provide the \$400,000 it currently has budgeted for pickleball courts, and ECFF will construct as many courts as we can for that amount



City of Destin commit to annual support stipend to ECFF: 50% of which will go into a reserve fund for court repairs, maintenance, upgrades, expansions, etc. Other 50% will go to ECFF general fund for operations of the TRCAC

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## Facility Features



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## ECFF Proposal

- Pickleball participation fees will be very reasonable, in order to encourage as much participation as possible
- Guests and Snowbirds will be welcomed
  - Opportunities for engagement with visitors at events, locations, etc. to give out coupons or passes
  - Partnerships with hotels/condos to offer pickleball playing opportunities to guests
- Pickleball Lessons - Group and Private
- Teams and Leagues
  - Local Groups
  - Business Sponsors
  - Community Activity – Teams & Leagues
  - Inclusiveness
  - School P.E. Programs, Clubs, and Teams



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## ECFF Proposal

- Hosting Tournaments
  - Attract participants from throughout the region
  - Support tourism
  - Fundraisers for ECFF and other Charities
- Year-round usage is possible. Outdoor courts in the area are busy year-round.
- ECFF will assume costs related to operation of the courts
  - Subscription to online scheduling application
  - Hire additional staff to provide service to pickleball patrons
  - Provide electricity for lighting
  - Maintain the courts
  - Absorb additional expenses related to restroom/locker room usage
  - Provide first-aid and emergency response by qualified individuals

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## Beneficiaries

- ECFF: Proceeds from all fees/rentals paid for participation would go to ECFF. Also, expanded exposure and member opportunities for the Aquatic Center
- City of Destin: Credit for providing Pickleball Courts for residents and guests. Provide a venue for community league sports
- Destin Residents: Discounts or free participation for open play
- Local Businesses: Opportunities for local businesses to sponsor and advertise on fence screens and signs around the court area. Another opportunity to host guests in hotels & restaurants.
- Pickleball Community: An accessible, reliable facility for people to learn, practice, play, compete and grow the sport



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## Construction Costs

- Destin Parks & Rec staff obtained an all-inclusive cost estimate on a prepared site of \$75,000 per court. \$400,000 would build 4-5 courts at that price depending upon engineering and site work costs
- ECFF is working to obtain pricing estimates from local suppliers, which we feel will allow us to construct more than 5 courts for the \$400,000.
- The ECFF cannot provide any of its funding for this construction project and will not enter into any sort of debt arrangement.
- Additional donations from other organizations and citizens to enhance or expand the project would be accepted.
- ECFF will not conduct any fundraising activities to raise additional capital to construct courts



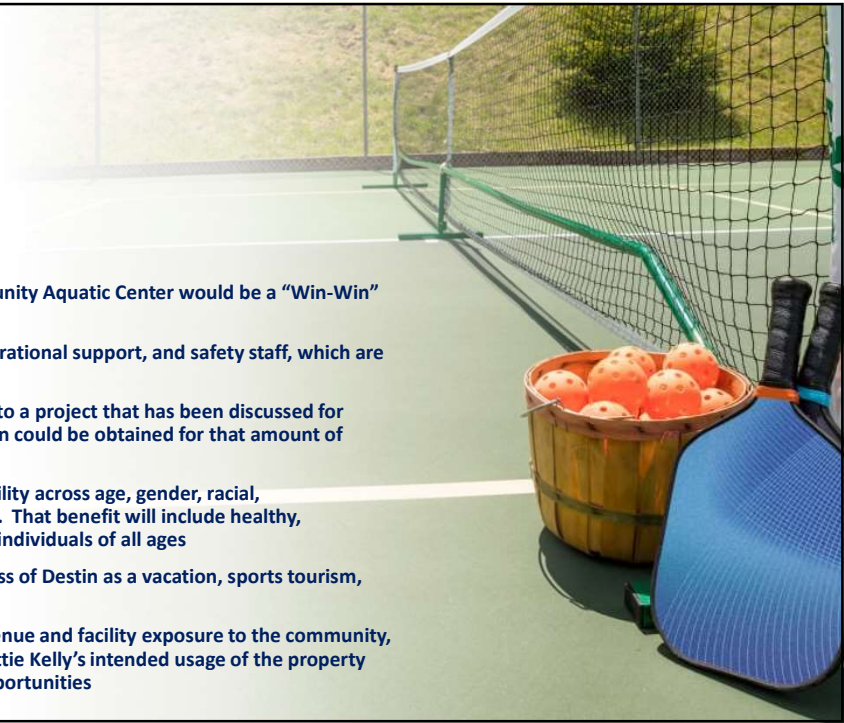
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## Summary

- Pickleball Courts at the Taj Renee Community Aquatic Center would be a “Win-Win” for the City of Destin and the ECFF
- ECFF can provide land, locker rooms, operational support, and safety staff, which are not collectively available anywhere else
- City of Destin can apply dedicated funds to a project that has been discussed for years and obtain a far superior result than could be obtained for that amount of funding in any other location
- Our community will benefit from this facility across age, gender, racial, socioeconomic, and residency categories. That benefit will include healthy, wholesome, fun activity for families and individuals of all ages
- This facility will improve the attractiveness of Destin as a vacation, sports tourism, and residential destination.
- The ECFF will benefit from increased revenue and facility exposure to the community, while sustaining and even elevating Mattie Kelly’s intended usage of the property for community recreation and fitness opportunities





**From:** Anthony Terling <[anthony@aotourism.com](mailto:anthony@aotourism.com)>

**Sent:** Wednesday, March 17, 2021 2:13 PM

**To:** 'Jim Young' <[jimyoungjr@hotmail.com](mailto:jimyoungjr@hotmail.com)>

**Subject:** RE: Economic Impact

Here you go, let me know any questions you have. If we went by the hotel pickup reports it wouldn't be as high, as it is hard for them to track all those that book through 3<sup>rd</sup> party planners or book outside the block. The Marriott had 50 room nights at \$125 per night, Home 2 Suites had 18 room nights at \$109 per night, Micro Tel in TT had 9 room nights at \$69, Fairfield and Hampton Inn & Suites combined for 9 room nights at \$94 per night. Either the other hotels didn't respond or didn't have any block pickup to provide us. I still think the room nights are greater than this but that is an assumption, not based on any actual data. You can include the Alabama Senior Olympics, but I would recommend going with a lower impact number than what PAP produces. They may get close to 250-300 players but I'm thinking more in the range of 150-200, with not as many traveling from 80+ miles away. I also threw in a bonus for the transient visitor impact.

**Transient Visitor Impact – \$91,607**

- Direct Impact of \$62,187
- Direct Tax Receipts (local) \$5,574

**Note** - This is based on Opelika P&R/OAPC reporting that 1,200 transient (non-local to Opelika/Auburn) visitors came to Opelika to utilize the Opelika Pickleball Facility in one month.

**Paddles at the Plex – \$159,400 total impact x 3 events annually = \$478,200**

- Direct Impact of \$110,023 x 3 = \$330,069
- Direct Tax Receipts (Local) \$51,289 x 3 = \$153,867
- Room nights – 349 x 3 = 1,047
- Peak Rooms – 131 x 3 = 393

**Note** – Data provided by OAPC through zip code reports and on-site/post-event surveys that capture room nights. Not all participants completed a survey on-site or post-event. As of 3/17/21, over 40% of participants have responded, with some being duplicates and some staying outside the Lee County area.

**USA Pickleball Atlantic South Regional Championships (600 players) = \$539,886**

- Direct Impact of \$372,130
- Direct Tax Receipts (Local) \$159,625
- Room nights – 1,221
- Peak Rooms – 459

**USA Pickleball Atlantic South Regional Championships (750 players) = \$673,880**

- Direct Impact of \$464,508
- Direct Tax Receipts (Local) \$199,605
- Room nights – 1,527
- Peak Rooms – 574



**Note** – Data provided by USAP through zip code reports from previous regional championships hosted in Foley, etc. The marketing/branding exposure Opelika will receive through this event should not be underestimated or undervalued on the economic impact it will make on future tournaments and transient visitors to the city.

ANTHONY TERLING  
sports and event development manager  
auburn-opelika tourism  
c. 334.391.2527 | w. 334.203.1261 | aotourism.com  
@auburnopelika



On Jan 16, 2023, at 8:41 AM, [anthony@aotourism.com](mailto:anthony@aotourism.com) wrote:

Here you go. These are from the events hosted in 2022, it does not include anything about transient impact from 2022 or the 2023 events that will be hosted. Let me know any questions you may have. Good luck with the check presentation.

### **Direct Economic Impact from 2022 Events**

Based on post event registration data, lodging surveys, STAR report, & hotel reports.

Note – Doesn't include transient visitor impact.

1. **Paddles at the Plex – March 2022**
  1. Estimated Direct Impact (Local/State) = \$126,000
2. **USA Pickleball Atlantic South Regional**
  1. Estimated Direct Impact (Local/State) = \$420,000
3. **Alabama Senior Olympics**
  1. Estimated Direct Impact (Local/State) = \$43,000
4. **APP Tour**
  1. Estimated Direct Impact (local/state) = \$211,000

**Total Estimated Direct Economic Impact (local/state impact) = \$800,000**

**ANTHONY TERLING, STS, CHSP**  
sports and event development manager  
auburn-opelika tourism  
c. 334.391.2527 | [aotourism.com](mailto:aotourism.com)  
[@auburnopelika](#)

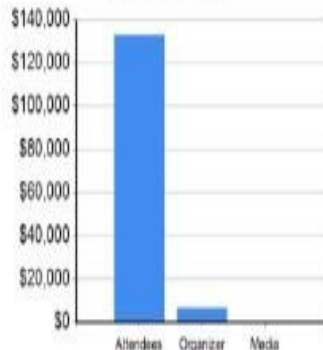
## Event Impact Summary

Destination: Georgia Department of Economic Development

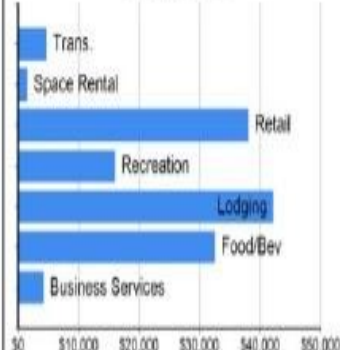
| Event Parameters     |                           | Key Results              |           |
|----------------------|---------------------------|--------------------------|-----------|
| Event Name:          | Pickleball - Towns County | Business Sales (Direct): | \$130,759 |
| Organization:        | Ga. Mtn. Pickleball       | Business Sales (Total):  | \$217,552 |
| Event Type:          | Adult Amateur             | Jobs Supported (Direct): | 74        |
| Start Date:          | 10/4/2019                 | Jobs Supported (Total):  | 86        |
| End Date:            | 10/6/2019                 | Local Taxes (Total):     | \$7,905   |
| Overnight Attendees: | 305                       | Net Direct Tax ROI:      | \$6,958   |
| Day Attendees:       | 36                        | Estimated Room Demand:   | 497       |

### Direct Business Sales

Sales by Source



Sales by Sector



| Industry          | Attendees        | Organizer/Exhibitor | Total            |
|-------------------|------------------|---------------------|------------------|
| Lodging           | \$42,248         | \$0                 | \$42,248         |
| Transportation    | \$4,539          | \$219               | \$4,758          |
| Food & Beverage   | \$31,982         | \$600               | \$32,582         |
| Retail            | \$38,170         | \$0                 | \$38,170         |
| Recreation        | \$16,110         | \$0                 | \$16,110         |
| Space Rental      | \$0              | \$1,600             | \$1,600          |
| Business Services | \$0              | \$4,290             | \$4,290          |
| <b>TOTAL</b>      | <b>\$133,050</b> | <b>\$6,709</b>      | <b>\$139,759</b> |

## Event Impact Details

Destination: Georgia Department of Economic Development

Event Name: Pickleball - Towns County 2019

Organization: Ga. Mtn. Pickleball

| Economic Impact Details             |                |                  |                |
|-------------------------------------|----------------|------------------|----------------|
|                                     | Direct         | Indirect/Induced | Total          |
| <b>Business Sales</b>               | \$130,759      | \$77,793         | \$217,552      |
| <b>Personal Income</b>              | \$37,645       | \$18,899         | \$56,544       |
| <b>Jobs Supported</b>               |                |                  |                |
| Persons                             | 74             | 12               | 86             |
| Annual FTEs                         | 2              | 0                | 2              |
| <b>Taxes and Assessments</b>        |                |                  |                |
| <u>Federal Total</u>                | \$11,601       | \$6,223          | \$17,824       |
| <u>State Total</u>                  | \$6,195        | \$1,373          | \$7,568        |
| sales                               | \$5,093        | \$778            | \$5,870        |
| income                              | \$327          | \$164            | \$492          |
| bed                                 | \$0            | -                | \$0            |
| other                               | \$775          | \$431            | \$1,206        |
| <u>Local Total (incl. property)</u> | <u>\$6,958</u> | <u>\$947</u>     | <u>\$7,905</u> |
| sales                               | \$3,819        | \$583            | \$4,403        |
| income                              | \$0            | \$0              | \$0            |
| bed                                 | \$0            | -                | \$0            |
| per room charge                     | \$2,485        | -                | \$2,485        |
| tourism district                    | \$0            | -                | \$0            |
| restaurant                          | \$0            | \$0              | \$0            |
| other                               | \$653          | \$364            | \$1,017        |
| property tax                        | \$1,820        | \$698            | \$2,518        |

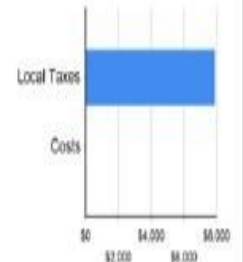
### Event Return on Investment (ROI)

#### Direct local tax ROI (net property taxes)

|                     |         |
|---------------------|---------|
| Direct Tax Receipts | \$6,958 |
| DMO Hosting Costs   | \$0     |
| Direct ROI          | \$6,958 |
| Net Present Value   | \$7,105 |
| Direct ROI (%)      | -       |

#### Total local tax ROI (net property taxes)

|                          |         |
|--------------------------|---------|
| Total Local Tax Receipts | \$7,905 |
| Total ROI                | \$7,905 |
| Net Present Value        | \$8,072 |
| Total ROI (%)            | -       |



### Estimated Room Demand Metrics

|                          |     |
|--------------------------|-----|
| Room Nights (total)      | 497 |
| Room Pickup (block only) | 0   |
| Peak Rooms               | 161 |
| Total Visitor Days       | 944 |

## CITY OF DESTIN



## AGENDA ITEM

**COUNCIL MEETING DATE:** April 3, 2023  
**TYPE OF AGENDA ITEM:** Consent Agenda  
**AGENDA OUTLINE NUMBER:** 3.A.

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**TO:** City Council

**THRU:** Rey Bailey, City Clerk  
 Webb Warren, Deputy City Manager  
 Kyle Bauman, City Attorney  
 Lance Johnson, City Manager

**FROM:** Krystal Strickland, Finance Director

**DATE:** March 29, 2023

**SUBJECT:** Budget transfer of \$50,000 from the fund balance to the council contingency

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**I. BACKGROUND:** At the March 20, 2023 regular council meeting, staff requested an internal transfer of \$50,000 to complete the Captain Royal Melvin Park. Council made a motion to transfer \$45,000 of general fund money from Council Contingency to complete the park (30558585-565000-CRH63). This motion decreased the Council Contingency to \$0.

Next, Council made a motion to increase the Council Contingency budget to \$50,000 (0151110-599000). The net effect is a budget increase of \$50,000.

**II. DISCUSSION:** The net change to the FY 2023 Budget is an increase of \$50,000. The source for this increase is an appropriation of general fund balance.

This budget adjustment is made in accordance with the City Charter Section 3.14 (c) Transfer of appropriations: At any time during the fiscal year ... the council may by a duly passed motion transfer part or all of any unencumbered appropriation balance from one department, office or agency to another; and the summation of all such transfers by the city council will be included in an ordinance prior to closing the fiscal year.

**A. Link to Strategic Goals / Objectives:** I. Financially sound city providing service excellence

II. Enhanced quality of life and safety for families

**B. Effect on Budget (EOB):** This budget amendment increases the FY 2023 Budget by \$50,000. The budget amendment form for MUNIS entry is attached.

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



**D. Legislative Sponsor:**

**III. CONCLUSION:** Staff recommend approval of this budget amendment.

**IV. RECOMMENDED MOTION:** I move to approve a budget amendment to increase council contingency to \$50,000.

Attachments:

1. 2023 0320 action agenda
2. 2023 0403 budget amendment

**ACTION AGENDA  
REGULAR MEETING  
DESTIN CITY COUNCIL  
MARCH 20, 2023  
ANNEX COUNCIL CHAMBERS**

**AGENDA APPROVAL**

Motion to approve the agenda passed 5-0. Council members Schmidt and Sweetser were absent from the meeting.

Motion to pull item 3D from the Consent Agenda and place it under the City Manager Reports and pull item 3G from the Consent Agenda and place it under Public Hearing passed 5-0.

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

- A. Destin Youth Council Presentation - Approval of Resolution Supporting Discounted Mid-Bay Bridge Toll Rates for Local High School Students

Motion to approve proposed Resolution 23-05 – *Discounted Mid-Bay Bridge Toll Rates for High School Students*, passed 5-0.

- B. Proclamation - April Water Conservation Month

Mayor Wagner read the Proclamation declaring the month of April as *Water Conservation Month* for the City of Destin, and then presented it to Mr. Lockwood Wernet, General Manager of the Destin Water Users.

- C. Okaloosa-Walton Homeless Continuum of Care - Ms. Crystal Harrison, Executive Director for the Homelessness & Housing Alliance

## **2. PUBLIC COMMENTS**

## **3. CONSENT AGENDA**

- A. Auction Services, agreement with GovDeals.com, piggyback off Okaloosa County contract
- B. Resurfacing and Re-Striping Scenic Hwy 98, west loop to Cobia Street
- C. ForeRunner Floodplain Management Software, authorization for purchase
- D. Public parking support for Destin's 66th Annual Blessing of the Fleet and Community Fish Fry on Thursday, May 18, 2023
- E. Easement consent for the placement of utility undergrounding equipment
- F. Tymco 600ss Street Sweeper, authorization to purchase, acceptance of trade-in offer
- G. Single-Family Residential Marine Construction Proposed at 523 Norriego Rd
- H. Single-Family Residential Marine Construction Proposed at 525 B Calhoun Ave
- I. Single-Family Residential Marine Construction Proposed at 783 Bayou Dr.
- J. Single-Family Residential Marine Construction Proposed at 4136 Belcourt Dr
- K. Approval of minutes of March 6, 2023 Regular City Council Meeting

**Motion to approve Consent Agenda items 3A thru 3C, 3E, 3F, 3H thru 3K passed 5-0.**

**Motion to waive the parking fees at the Marler Parking Lot on May 18, 2023, for the 2023 Blessing of the Fleet passed 5-0.**

## **4. CITY MANAGER REPORTS**

- A. FY 2022 Annual Audit and Financial Statements

**Motion to accept the 2022 Annual Audit and Financial Statements for the City of Destin and for the City of Destin Community Redevelopment Agency passed 5-0.**

- B. Discussion on Code Amendment for Code Compliance Lien Reduction Requests

**Motion to direct the City Land Use Attorney to prepare an ordinance establishing the code compliance lien reduction with the following modifications: Removal of criteria #6 and #9; passed 4-1 with Councilmember Geile dissenting.**



C. Acquisition of Property for the Crosstown Connector

**Motion to approve the purchase of 700 Legion Drive and authorize the City Manager to execute the purchase agreement and proceed with closing passed 5-0.**

**Motion to approve the purchase of 609 Sandalwood Drive and authorize the City Manager to execute the purchase agreement and proceed with closing passed 5-0.**

D. Issuance of Certificate of Occupancy - Capt. Royal Melvin Heritage Park

 **Motion to direct the City Manager to provide the county and US Treasury formal notice of the city's desire to complete the Punch List Work at a cost to be borne by the city, to authorize the City Manager and legal to take the steps necessary in order to complete the Punch List Work in an amount up to \$45,000, to authorize an internal budget transfer of \$45,000 from the Council Contingency Fund, to complete the Captain Royal Melvin Park and obtain a certificate of occupancy for the park prior to Memorial Day 2023 passed 5-0.** 

 **Motion to direct staff to bring back a budget amendment at the next council meeting in the amount of \$50,000 from the Fund Balance to the Council Contingency Fund passed 5-0.** 

E. Subaward Agreement Extension - Restore Act/Captain Royal Melvin

**Motion to authorize the mayor to execute Amendment Four to the Subaward Agreement No. 2020-R14 passed 5-0.**

F. Announcements:

1. Five new hires, one internal promotion, no resignations or employment termination for the month of February 2023 for the City of Destin.
2. Planner position in the Community Development Department that was vacant for 157 days has been filled.
3. The city's Public Information Manager met with the County's Emergency Manager Patrick Maddox, toured the County EOC, and undergone 4 levels of FEMA certification for crisis preparation.
4. Thank you to Council members Hebert and Bagby for attending last Friday's Destin Library anniversary celebration.
5. The Destin Library has an Easter Treat Trail events scheduled for April 5<sup>th</sup>, 10:00 AM, for toddlers and preschoolers.
6. The city's annual Easter Egg Hunt for youth ages 12 and under will be on April 8<sup>th</sup> at the Morgan Sports Center beginning at 9:00 AM.
7. The Buck Destin Park will be hosting a community yard sale on March 25<sup>th</sup> from 8:00 AM till noon. Anyone interested in selling their belongings can sign up for a fee of \$15 for Destin residents and \$20 for non-residents.
8. The city's strategic partners with Okaloosa Coastal Resource Team deployed and sunk a 191-foot vessel about 16 miles offshore. This public artificial reef will be very beneficial for Destin fishing and diving industries.
9. There have been some media attention on the Sargassum in the Atlantic. The city has been monitoring that issue closely. All parties are involved not only with permits but with public information dissemination, as necessary. The city is working closely with the county. If it becomes a significant problem, there is a plan for swift action.

**5. PUBLIC HEARINGS**

- A. Second reading of Ordinance 23-03-CC - Providing for modifying city code Section 7-21 - Definitions, Section 7-23 - Burial Plots and Mausoleum Niches, Section 7-28 – Tombstone, Monument, and Markers - of the ordinance of the City of Destin regulating city cemeteries allowing upright monuments on burial plots throughout the Destin Memorial Cemetery Phase II, and restricting sales to only residents and immediate family, as currently defined in the code.

**Motion to approve Ordinance 23-03-CC on second reading passed 5-0.**

- B. Single-Family Residential Marine Construction Proposed at 523 Norriego Road.

**Motion to table this item to the second meeting in April 2023 passed 4-1, with Councilmember King dissenting.**

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

A. Councilmember Sweetser

B. Councilmember Geile

1. CivicRec

**Motion to have the Parks and Recreation staff re-train the Destin High School on how to use the city's CivicRec online service to reserve the ballfields and redirect the high school to utilize that program passed 5-0.**

2. Parking Fees

**Motion to direct staff to come up with some parking options for employees in the harbor, bring it before the Public Works/Safety Committee for their review and recommendation to this council passed 5-0.**

C. Councilmember Destin

1. US Hwy 98 and Stahlman Avenue Intersection / Traffic Corridor Study

**Motion to designate Councilmember Destin as the council's liaison to staff and the city's consulting engineer Baskerville-Donovan to help facilitate the US Hwy 98 and Stahlman Intersection/Traffic Corridor Study passed 5-0.**

**Motion to appoint Denise Owen to the Short-Term Rental Impact Committee passed 5-0.**

D. Councilmember Bagby

E. Councilmember Hebert

F. Councilmember King



G. Councilmember Schmidt

H. Mayor Wagner

1. Red Light Cameras on U.S Hwy 98

**Motion to direct the City Manager to look at 3-laned portions of US Hwy 98 and use available data in determining whether there are intersections suitable for red light cameras, and bring that information back to the council at the first meeting in July failed 1-4 (Hebert – “yes”; King/Bagby/Destin/Geile – “no”).**

2. Annexation - Fact Finder

**Motion to appoint Mayor Wagner as the annexation fact finder passed 5-0.**

3. Pickleball Update

I. Land Use Attorney

J. City Attorney

1. Resolution 23-05 - Adopting fees for the purchase of burial plots

**Motion to approve Resolution 23-05 passed 5-0.**

2. The city council to excuse the absence of Councilmember Matthew Sweetser

**Motion to excuse the last 3 absences of Councilmember Matthew Sweetser passed 5-0.**

**7. PUBLIC COMMENTS**

**8. ADJOURNMENT**

**ADJOURNMENT: 9:15 PM**



YEAR-TO-DATE BUDGET REPORT

FOR 2023 12

|                             | ORIGINAL APPROP. | REVISED BUDGET | YTD EXPENDED | MTD EXPENDED | ENCUMBRANCE/REQ | AVAILABLE BUDGET | % USED |
|-----------------------------|------------------|----------------|--------------|--------------|-----------------|------------------|--------|
| <b>01 GENERAL FUND</b>      |                  |                |              |              |                 |                  |        |
| <b>0151110 CITY COUNCIL</b> |                  |                |              |              |                 |                  |        |
| 01 -51-511-10-00-531000-    |                  |                |              |              |                 |                  |        |
|                             | 0.00             | 2,400.00       | 0.00         | 0.00         | 2,400.00        | 0.00             | 100.0% |
| 01 -51-511-10-00-534000-    |                  |                |              |              |                 |                  |        |
|                             | 20,000.00        | 25,000.00      | 0.00         | 0.00         | 2,500.00        | 18,954.25        | 24.2%  |
| 01 -51-511-10-00-540000-    |                  |                |              |              |                 |                  |        |
|                             | 13,000.00        | 13,000.00      | 0.00         | 0.00         | 0.00            | 11,009.00        | 15.3%  |
| 01 -51-511-10-00-546000-    |                  |                |              |              |                 |                  |        |
|                             | 1,000.00         | 1,000.00       | 0.00         | 0.00         | 0.00            | 1,000.00         | .0%    |
| 01 -51-511-10-00-552000-    |                  |                |              |              |                 |                  |        |
|                             | 21,000.00        | 21,000.00      | 0.00         | 0.00         | 0.00            | 6,874.45         | 67.3%  |
| 01 -51-511-10-00-554000-    |                  |                |              |              |                 |                  |        |
|                             | 5,500.00         | 5,500.00       | 0.00         | 0.00         | 0.00            | -158.79          | 102.9% |
| 01 -51-511-10-00-555000-    |                  |                |              |              |                 |                  |        |
|                             | 0.00             | 0.00           | 0.00         | 0.00         | 0.00            | -365.75          | 100.0% |
| 01 -51-511-10-00-582000-    |                  |                |              |              |                 |                  |        |
|                             | 1,000.00         | 1,000.00       | 0.00         | 0.00         | 0.00            | 700.00           | 30.0%  |
| 01 -51-511-10-00-593000-    |                  |                |              |              |                 |                  |        |
|                             | 45,000.00        | 0.00           | 0.00         | 0.00         | 0.00            | 0.00             | .0%    |
| <b>ADDED</b>                |                  |                |              |              |                 |                  |        |
| <b>TOTAL CITY COUNCIL</b>   |                  |                |              |              |                 |                  |        |
|                             | 106,500.00       | 68,900.00      | 25,986.84    | 0.00         | 4,900.00        | 38,013.16        | 44.8%  |
| <b>TOTAL GENERAL FUND</b>   |                  |                |              |              |                 |                  |        |
|                             | 106,500.00       | 68,900.00      | 25,986.84    | 0.00         | 4,900.00        | 38,013.16        | 44.8%  |
| <b>TOTAL EXPENSES</b>       |                  |                |              |              |                 |                  |        |
|                             | 106,500.00       | 68,900.00      | 25,986.84    | 0.00         | 4,900.00        | 38,013.16        |        |
| <b>GRAND TOTAL</b>          |                  |                |              |              |                 |                  |        |
|                             | 106,500.00       | 68,900.00      | 25,986.84    | 0.00         | 4,900.00        | 38,013.16        | 44.8%  |

TRANSFER Reduced balance to 0

\*\* END OF REPORT - Generated by Krystal Strickland \*\*

CITY OF DESTIN



# AGENDA ITEM

**COUNCIL MEETING DATE:** April 3, 2023

**TYPE OF AGENDA ITEM:** Action Item

**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:** 03/14/2023

**SUBJECT:** Miscellaneous Concrete Services Contract, unit price schedule adjustment

---

**I. BACKGROUND:** The City's Continuing Services provider for Miscellaneous Concrete Services, S.H. Hayes Enterprises, has requested that a revised schedule of unit prices be accepted as an amendment to his current contract. S.H. Hayes Enterprises currently completes projects for both the Public Works (sidewalks, ramps, etc.) and Parks/Rec Departments.

**II. DISCUSSION:** S.H. Hayes Enterprises has submitted a letter to the Public Works Department requesting price adjustments on several items found in "Exhibit A" of his RFB submission (2021) that was later incorporated into his continuing services contract by reference. The letter cites the increased cost of concrete (up 30%), concrete fiber (up 40%), and diesel fuel (up 31%) since their initial submittal in 2021. Selected prices have increased by around 30%, while others remain unchanged.

Attachments:

ATT1: Current Contract w/ SH Hayes (includes current Exhibit "A")

ATT2: Letter and Supporting Materials provided by SH Hayes, amended Exhibit "A"

ATT3: Contract Amendment #1

**A. Link to Strategic Goals / Objectives:** I. Financially Sound City providing Service Excellence

II. Enhanced Quality of Life and Safety for Families

IV. Effective, Efficient, and Aesthetically Pleasing Infrastructure

V. Improve Mobility and Connectivity

**B. Effect on Budget (EOB):** The unit price changes will contribute to a higher cost per job.



C. **Level of Service (LOS):** No change.

D. **Legislative Sponsor:**

III. **CONCLUSION:** Staff recommends approval of the proposed price adjustments.

IV. **RECOMMENDED MOTION:** I move that the City Manager be authorized to execute a contract amendment with S.H. Hayes Enterprises referencing those unit price changes found in the revised Exhibit A.

Attachments:

1. ATT1: SH Hayes Enterprises LLC  
2021-2022 Contract - Misc Concrete
2. ATT2: SH Hayes price adjustment  
letter and supporting documents for  
CC packet
3. ATT3: SH Hayes Amendment 1 2023

**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 8<sup>th</sup> 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 30<sup>th</sup> 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 | \$ <del>8.75</del> .97 |

Initials of Bidder: HH



City of Destin - RFB 21-05-PS

Miscellaneous Concrete Continuing Services

|                                                                                                                                              |                   |                        |    |
|----------------------------------------------------------------------------------------------------------------------------------------------|-------------------|------------------------|----|
| St Augustine Sod installed                                                                                                                   | Square Foot       | \$ <del>8.75</del> .97 | VH |
| Centipede Sod installed                                                                                                                      | Square Foot       | \$ <del>7.75</del> .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<br><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

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# S.H. Hayes Enterprises

1776 Tranquil Court  
Chipley, FL 32428  
(850) 326-5471  
ShannonH@SHHayesEnterprises.com

March 02, 2023

City of Destin  
4100 Indian Bayou Trail  
Destin, FL 32541

To Whom It May Concern,

As many of you may know, during the last two years the price of lumber, concrete, rebar, diesel fuel, and every other construction material has soared in price. Due to the epidemic of Coronavirus, we have made little to no profit from our work with the City of Destin performing miscellaneous concrete projects because of these soaring prices. These are some examples of the inflation in our current economy.

- **FDOT Regulation 4000 PSI Concrete - Exhibit A**
  - September 23, 2021 - \$135/Cubic Yard
  - February 15, 2023 - \$175/Cubic Yard
    - **\$40/Cubic Yard Price Increase (30%)**
  
- **Concrete Fiber - Exhibit B**
  - November 11, 2021 - \$7.50/Cubic Yard
  - February 15, 2023 - 10.50/Cubic Yard
    - **\$3/ Cubic Yard Price Increase (40%)**
  
- **USA Average Diesel Fuel - Exhibit C**
  - September 23, 2021 - \$3.38/Gallon
  - February 13, 2023 - 4.44/Gallon
    - **\$1.05/Gallon Price Increase (31%)**

---

These economic price increases are affecting S.H. Hayes as a business, as well as affecting our concrete suppliers.

Today, we are asking to amend our contract prices to better serve you, and the citizens of Destin, FL. A revised price sheet is attached to this letter.

When reviewing our revised prices, please take into consideration that our prices are based on what we as a business have to profit in order to pay our vendors as well as pay our employees.

We would be more than happy to explain our prices, answer any questions, or discuss price changes.

Best regards,

**James "Dylan" Wright**

**dylanw@shhayesenterprises.com**

**(850) 814-3866**

**Project Manager, S.H. Hayes Enterprises**

**RBM** CONTRACTING  
SERVICES-LLC

118 Industrial Park Rd  
Freeport, FL 32439  
Office: 850-622-1434

**Invoice**

|           |                |
|-----------|----------------|
| Date      | 11/11/2021     |
| Invoice # | 807            |
| Terms     | Due on receipt |

**PAST DUE**

|                                                   |
|---------------------------------------------------|
| Bill To                                           |
| S H Hayes<br>707 W 8th St<br>Lynn Haven, FL 32444 |

|                             |
|-----------------------------|
| Ship To                     |
| 862 US Hwy 98<br>Destin, FL |

P.O. No.

| Description                        | Qty  | Rate   | Amount  |
|------------------------------------|------|--------|---------|
| Ticket # 24591-Pour Date 11/10/21  |      |        |         |
| Concrete Sales-4000 PSI W/89 Stone | 4.85 | 135.00 | 654.75T |
| Fuel Surcharge                     | 1    | 40.00  | 40.00   |
| Fiber                              | 4.85 | 7.50   | 36.38T  |

**Exhibit A****Exhibit B****Subtotal** \$731.13**Sales Tax (6.5%)** \$44.93**Total** \$776.06**Payments/Credits** \$0.00**Balance Due** \$776.06

RBM Concrete Services appreciates your patronage.  
Florida CGC# 1518187 - WOSB & FDOT Certified  
[www.rbmcontracting.com](http://www.rbmcontracting.com)



# RBM CONTRACTING SERVICES-LLC

Quote

Date: 2/15/2023

Bill To:

Job Site Address:

| Item Code      | Description                                    | Price Each | Quantity | Amount   |
|----------------|------------------------------------------------|------------|----------|----------|
| Concrete Sales | 3000 psi concrete                              | 165.00     | 1        | 165      |
| Concrete Sales | 3500 psi concrete                              | 170.00     | 1        | 170      |
| Concrete Sales | 4000 psi concrete                              | 175.00     | 1        | 175      |
| Concrete Sales | 4500 psi concrete                              | 180.00     | 1        | 180      |
| Concrete Sales | 5000 psi concrete                              | 185.00     | 1        | 185      |
|                | Fiber per yard                                 | 10.50      | 1        | 10.5     |
|                | Surcharge per truck                            | 40.00      | 1        | 40       |
|                | 1% calcium                                     | 10.50      | 1        | 10.50    |
|                | 2% calcium                                     | 21.00      | 1        | 21.00    |
|                | Over hour fee \$25/ 15 minutes over first hour | 25.00      | 1        | 25       |
|                | *** 4 YDS Minimum ***                          |            |          |          |
| Total          |                                                |            |          | \$982.00 |

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b 27 2023

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CHART OPTIONS

ADD

1D 5D 1M 3M 6M YTD 1Y 3Y 5Y 10Y MAX DATE RANGE 09/20/2021 10/20/2021

US Retail Diesel Price (I:USRDP)

Sep 20 '21

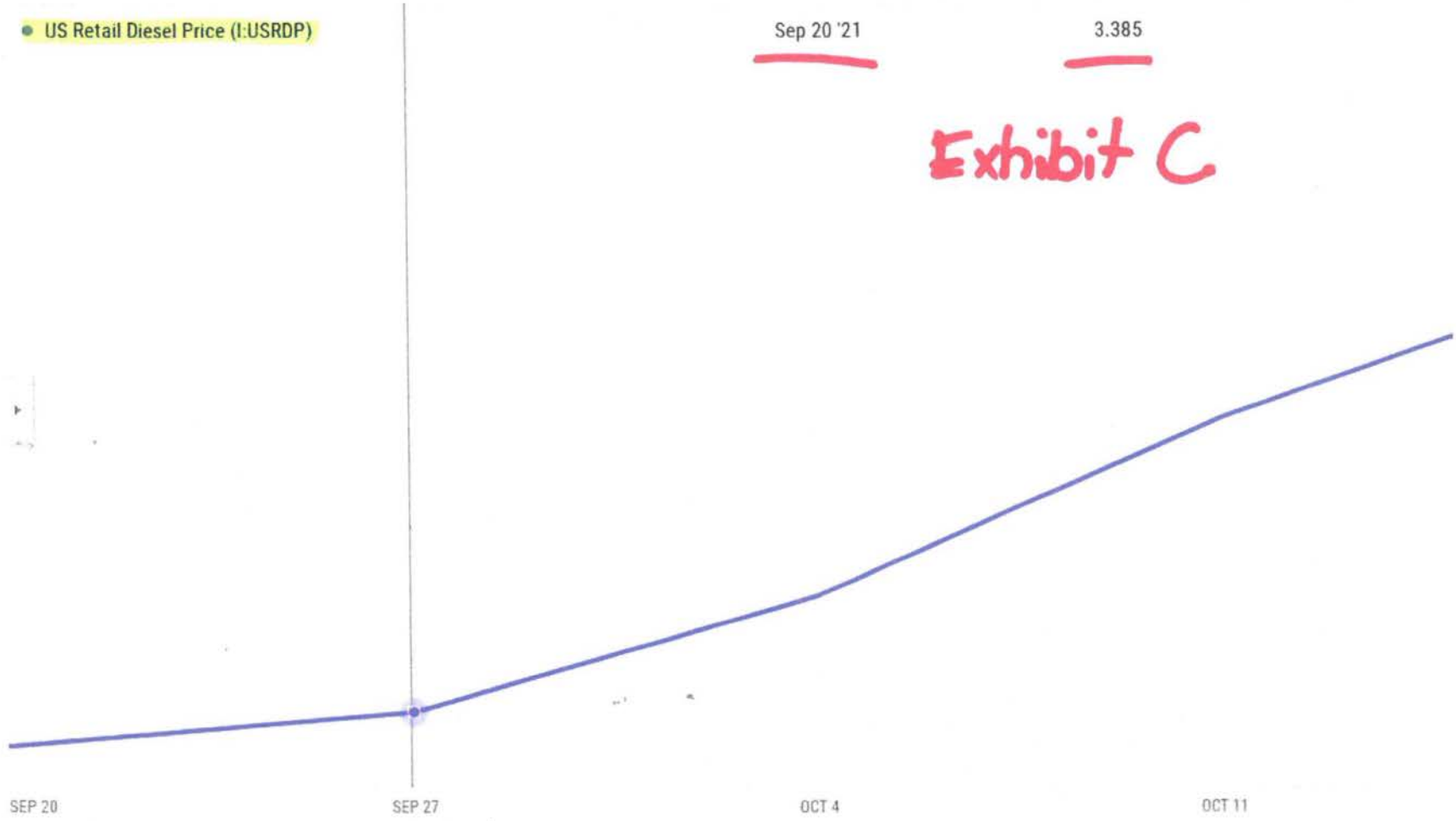
3.385

Exhibit C

ADD BROWSE

LIST

+ CREATE



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DATA

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CHART OPTIONS



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10Y

MAX

DATE RANGE

09/20/2021

02/20/2023

US Retail Diesel Price (I:USRDP)

Feb 13 '23

4.444

Exhibit C

ADD

BROWSE

LIST

+ CREATE

JAN '22

MAY '22

SEP '22

13

| Item                                                 | Unit        | Previous Unit Price | New Unit Price |
|------------------------------------------------------|-------------|---------------------|----------------|
| Concrete Driveway, 6 Inches Thick*                   | Square Foot | \$8.95              | \$11.99        |
| Concrete Sidewalk, 4 Inches Thick*                   | Square Foot | \$6.25              | \$8.37         |
| Concrete Flat/Ribbon Curb (12" Wide by 8" Deep)*     | Linear Foot | \$18.00             | \$24.12        |
| Concrete Type "D" Curb*                              | Linear Foot | \$18.00             | \$24.12        |
| Concrete "E" Curb & Gutter*                          | Linear Foot | \$24.00             | \$32.16        |
| Concrete Type "F" Curb & Gutter*                     | Linear Foot | \$30.00             | \$40.20        |
| Concrete Modified (18") Type "F" Curb & Gutter*      | Linear Foot | \$30.00             | \$40.20        |
| Fill Dirt Provided, Delivered, Spread, and Compacted | Cubic Yard  | \$24.00             | \$31.44        |
| FDOT Qualified Traffic Control (MOT) Cost            | Per Day     | \$200.00            | \$250.00       |
| Bermuda Sod Installed                                | Square Foot | \$0.87              | \$0.87         |
| St. Augustine Sod Installed                          | Square Foot | \$0.97              | \$0.97         |
| Centipede Sod Installed                              | Square Foot | \$0.86              | \$0.86         |
| Removal of Concrete 4 Inches Thick                   | Square Foot | \$2.00              | \$2.62         |
| Removal of Concrete 6 Inches Thick                   | Square Foot | \$3.00              | \$3.93         |
| Removal of Asphalt (Up to 4 Inches Thick)            | Square Foot | \$2.00              | \$2.62         |



|                                     |             |         |         |
|-------------------------------------|-------------|---------|---------|
| Clear & Grub                        | Square Foot | \$2.50  | \$3.27  |
| Debris Hauling                      | Cubic Yard  | \$40.00 | \$52.40 |
| Silt Fence                          | Linear Foot | \$4.25  | \$4.25  |
| Asphalt Cut with<br>Abrasive Blade  | Linear Foot | \$4.50  | \$5.89  |
| Concrete Cut with<br>Abrasive Blade | Linear Foot | \$5.50  | \$7.20  |

|                                                |                           |          |          |
|------------------------------------------------|---------------------------|----------|----------|
| Tree Trimming                                  | Per Hour                  | \$100.00 | \$131.00 |
| Aluminum Pipe<br>Guiderail (FDOT Index<br>870) | Linear Foot               | \$140.00 | \$183.40 |
| Irrigation Repair                              | Per Hour                  | \$60.00  | \$60.00  |
| Manhole<br>Adjustments                         | One Ring & Lid            | \$475.00 | \$475.00 |
| Asphalt Patching<br>(Hot Mix)                  | Square Foot x 2"<br>Thick | \$34.50  | \$34.50  |
| Excavation                                     | Square Foot               | \$2.50   | \$2.50   |
| Curb Removal                                   | Square Foot               | \$6.50   | \$6.50   |

\*All Concrete Installations shall be fiber-reinforced 4000psi.

**AMENDMENT NO. 1 TO  
MISCELLANEOUS CONCRETE SERVICES CONTRACT  
BETWEEN  
CITY OF DESTIN  
AND  
S.H. HAYES ENTERPRISES**

**THIS AMENDMENT** is made and entered into this 4th day of April 2023, by and between the **CITY OF DESTIN** (hereinafter referred to as "CITY") and **S.H. HAYES ENTERPRISES** (hereinafter referred to as "CONTRACTOR"), to amend the Miscellaneous Concrete Services Contract dated September 30, 2021; and

**NOW, THEREFORE**, the CITY and the CONTRACTOR further amend the agreement as follows:

| Item (*all concrete items are 4000psi w/ reinforcement fibers) | Unit        | 2021 Unit Price | 2023 Unit Price |
|----------------------------------------------------------------|-------------|-----------------|-----------------|
| Concrete Driveway 6" thick*                                    | Square Foot | \$8.95          | \$11.99         |
| Concrete Sidewalk, 4" thick*                                   | Square Foot | \$6.25          | \$8.37          |
| Concrete Flat/Ribbon Curb (12"W x 8"D)*                        | Linear Foot | \$18.00         | \$24.12         |
| Concrete Curb Type "D"*                                        | Linear Foot | \$18.00         | \$24.12         |
| Concrete Type "E" Curb & Gutter*                               | Linear Foot | \$24.00         | \$32.16         |
| Concrete Type "F" Curb & Gutter*                               | Linear Foot | \$30.00         | \$40.20         |
| Concrete Mod. Type "F" Curb & Gutter*                          | Linear Foot | \$30.00         | \$40.20         |
| Fill Dirt Provided, Delivered, Spread, and Compacted           | Cubic Yard  | \$24.00         | \$31.44         |
| FDOT Qualified Traffic Control (MOT)                           | Per day     | \$200.00        | \$250.00        |
| Bermuda Sod Installed                                          | Square Foot | \$0.97**        | \$0.97**        |
| St. Augustine Sod Installed                                    | Square Foot | \$0.97          | \$0.87          |
| Centipede Sod Installed                                        | Square Foot | \$0.86          | \$0.86          |
| Removal of concrete 4" thick                                   | Square Foot | \$2.00          | \$2.62          |
| Removal of concrete 6" thick                                   | Square Foot | \$3.00          | \$3.93          |
| Removal of Asphalt (up to 4" thick)                            | Square Foot | \$2.00          | \$2.62          |
| Clear & Grub                                                   | Square Foot | \$2.50          | \$3.27          |
| Debris Hauling                                                 | Cubic Yard  | \$40.00         | \$52.40         |
| Silt Fence                                                     | Linear Foot | \$4.25          | \$4.25          |
| Asphalt Cut w/ Abrasive Blade                                  | Linear Foot | \$4.50          | \$5.89          |
| Concrete Cut w/ Abrasive Blade                                 | Linear Foot | \$5.50          | \$7.20          |
| Tree Trimming                                                  | Per Hour    | \$100.00        | \$131.00        |
| Aluminum Pipe Guardrail (FDOT Index 870)                       | Linear Foot | \$140.00        | \$183.40        |

|                                                                                                        |                        |          |          |
|--------------------------------------------------------------------------------------------------------|------------------------|----------|----------|
| Irrigation Repair                                                                                      | Per Hour               | \$60.00  | \$60.00  |
| Manhole Adjustments                                                                                    | One Ring & Lid         | \$475.00 | \$475.00 |
| Asphalt Patching (Hot Mix)                                                                             | Square Foot (2" thick) | \$34.50  | \$34.50  |
| Excavation                                                                                             | Square Foot            | \$2.50   | \$2.50   |
| Curb Removal                                                                                           | Square Foot            | \$6.50   | \$6.50   |
| ** Scribner's error on Contractor amended Exhibit "A", corrected by staff for this contract amendment. |                        |          |          |

IN WITNESS WHEREOF, the City and Contractor, through their duly authorized representatives, execute this Amendment.

**CITY OF DESTIN**

**S.H. HAYES ENTERPRISES**

\_\_\_\_\_  
Lance A. Johnson  
City Manager

\_\_\_\_\_  
Leslie Hayes  
Owner

Attest:

\_\_\_\_\_  
City Clerk

SEAL

EXHIBIT  
None

## CITY OF DESTIN



# AGENDA ITEM

**COUNCIL MEETING DATE:** April 3, 2023**TYPE OF AGENDA ITEM:** Presentation**AGENDA OUTLINE NUMBER:** 3.C.**TO:** City Council**THRU:** Lance Johnson, City Manager  
Webb Warren, Deputy City Manager  
Louis Zunguze, Community Development Director**FROM:** Michael Burgess, Public Services Director**DATE:** 03/15/2023**SUBJECT:** Floodplain Management Program, 2022-2023 Annual Progress Update, informational item

**I. BACKGROUND:** The City of Destin participates in the Community Rating System, a voluntary incentive program that recognizes and encourages community floodplain management practices that exceed the minimum requirements of the National Flood Insurance Program. In CRS communities, flood insurance premiums are discounted to reflect the reduced flood risk resulting from the community's efforts that address three goals of the program: the reduction and avoidance of damage to insurable properties, the strengthening and support of the insurance aspects of the National Flood Insurance Program, and to foster comprehensive floodplain management.

**II. DISCUSSION:** Under Activity 510 of the CRS Program, and as an annual requirement for recertification, a presentation or report must be provided to the governing body, a press release prepared and distributed to the media and the public. This report, with its incorporated press release, fulfills these requirements.

**A. Link to Strategic Goals / Objectives:** I. Financially Sound City providing Service Excellence

II. Enhanced Quality of Life and Safety for Families

III. Economic Development and Revitalization

IV. Effective, Efficient, and Aesthetically Pleasing Infrastructure

VI. A Green and Sustainable Environment

**B. Effect on Budget (EOB):** No effect. This is an informational item.

**C. Level of Service (LOS):** Maintenance of the City's designation of a Class 6 CRS community. This update is provided in satisfaction of CRS requirements.

**D. Legislative Sponsor:**



**III. CONCLUSION:** This is an annual report on the status of the City's Floodplain Management Program.

**IV. RECOMMENDED MOTION:** I move that the City Council accept the 2022-2023 Floodplain Management Annual Update.

Attachments:

1. ATT1: Destin Activity 510 Floodplain Management Planning 2022 2023 report
2. ATT2 Destin Section 2021 LMS Final



# Public Works Department

4200 Indian Bayou Trail | Destin, FL 32541 | Phone: 850-837-6869 | [www.cityofdestin.com](http://www.cityofdestin.com)

Date: March 27, 2023

To: Sofia Voulgarakis Hackett, CRS Resource Specialist -Verisk

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

Re: Activity 510, Flood Management Planning

Ms. Hackett:

The following was provided to the community as a press release and serves as our 2022-2023 Activity 510 Progress Report.

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

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

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

- Priority 4b: Stormwater improvements on Sandalwood Drive. **STATUS: Completed Fall 2017.**
- Priority 4c: Stormwater Swales and retention for Joe’s Bayou Area. The City improved an upgrade the existing stormwater management system for Heritage Run Subdivision by constructing of a 2800cf wet well, installing of two 40 horsepower (HP) pumps with an additional five horsepower backup pump. An emergency generator was installed for backup power, and this system has been maintained regularly ever since. **STATUS: Completed Fall 2016.**

- Priority 4d: Stormwater Swales and Retention for Kelly Street Area including portions of Benning Drive. **STATUS: Completed Fall 2017.**
- Priority 5a: Stormwater Swales and Retention for Maltezos Street Area. **STATUS: Completed Summer 2017.**
- Priority 6a: Replace culverts and swale system in Indian Bayou Subdivision in a flood prone area. **STATUS: Completed Spring 2017.**
- Priority 6c: Improve Stormwater Swales along a section of Calhoun Avenue. **STATUS: Completed Fall of 2018.**
- Priority 15a: Permanent Stabilization of Norriego Point. **STATUS: Completed in 2018.**
- Calhoun Avenue and Cross Street, drainage, and water quality improvements. **STATUS: Completed September 2021.**
- Inspection of over 800 storm sewer inlets. **STATUS: Completed October 2021.**
- Inspection and maintenance on 30 storm sewer outfalls **STATUS: Completed February 2022.**
- Construction of roadside swales on 3<sup>rd</sup> and 4<sup>th</sup> Streets (flood abatement). **STATUS: Completed April 2022.**
- Construction of roadside swale on Gulf Shore Drive (by Isla Blanca). **STATUS: Completed June 2022**
- Cleaning and Maintenance of four stormwater treatment units (hydrodynamic separators) that discharge into Destin Harbor. **STATUS: Completed August-September 2022.**
- Cleaning and Inspection of Airport Road Drainage Network. **STATUS: Completed October 2022**
- Update to and long-range project planning per the City's Comprehensive Stormwater Master Plan. **STATUS: In process.**
- Update to the City's Land Development Code as it pertains to floodplain management, stormwater management, and water quality. **STATUS: In process.**

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

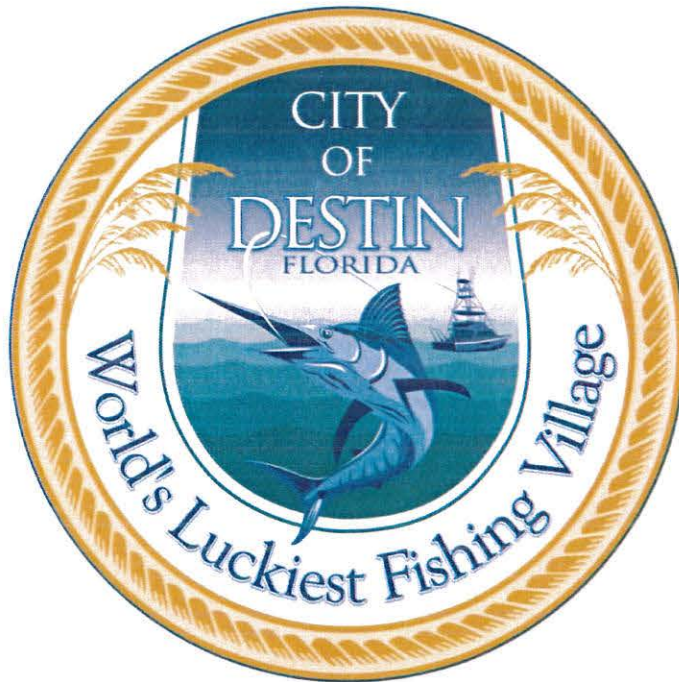
Sincerely,



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

## **Section 5.02**

### **City of Destin**





## City of Destin

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### **Section 5.02.01 Risk Assessments**

#### **Section 5.02.01.01 Introduction**

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

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

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

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

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

#### **Hazard Identification**

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





## City of Destin

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### ***Section 5.02.01.02 Hurricane and Tropical Storm***

#### ***DEFINITIONS:***

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

#### ***HISTORICAL OCCURRENCE:***

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

#### ***EXTENT:***

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

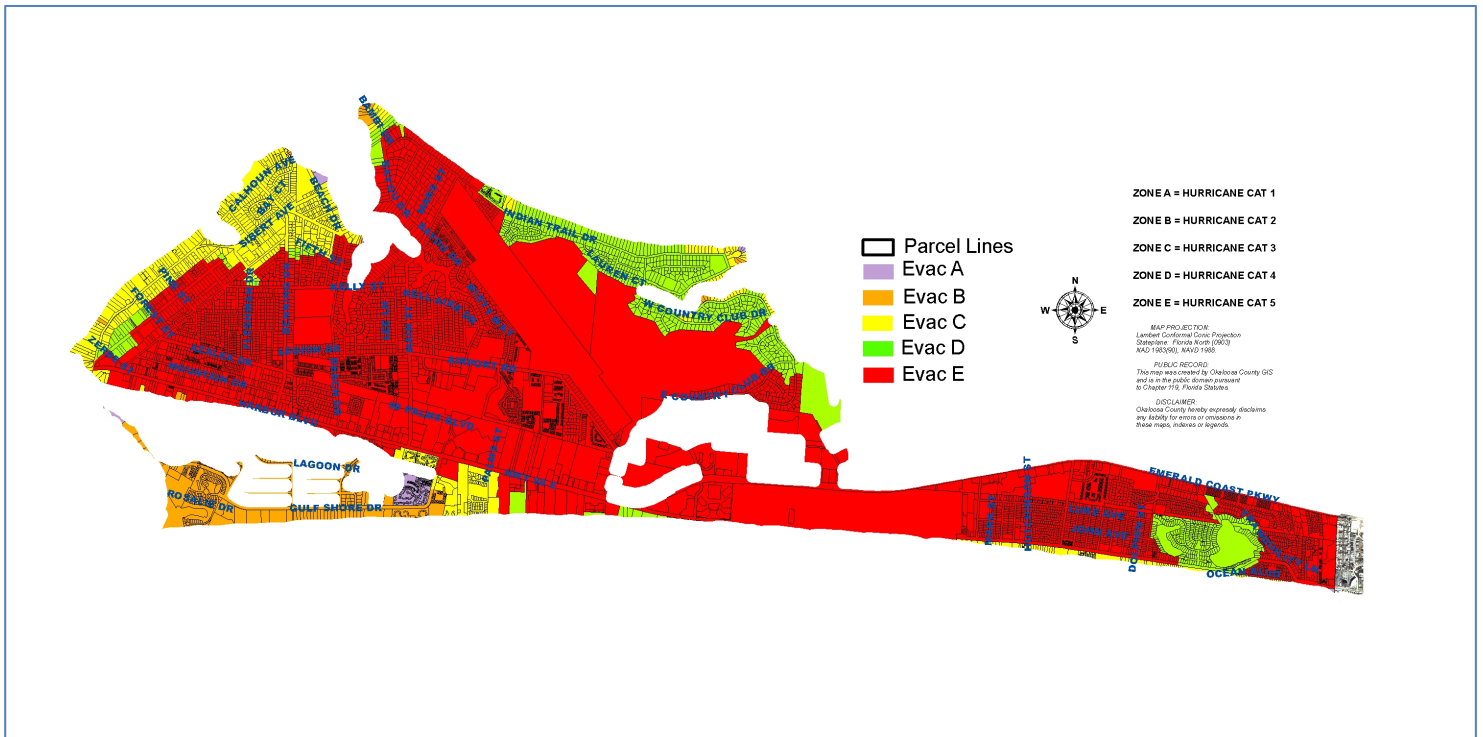
In the worst case scenario of a Category 5 hurricane, there will be catastrophic damage to homes and buildings, trees, power poles, and signage. In particular to power pole damage, there would be extensive widespread system destruction anticipated, which can include transmission/substation damage. All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

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



City of Destin

Figure 5.02.01.02.1: Evacuation Zones for the City of Destin



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

**PROBABILITY:**

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

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

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

Source: The United States Landfalling Hurricane Web Project, 2010

**Section 5.02.01.03 Storm Surge**

**DEFINITION:**

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



## City of Destin

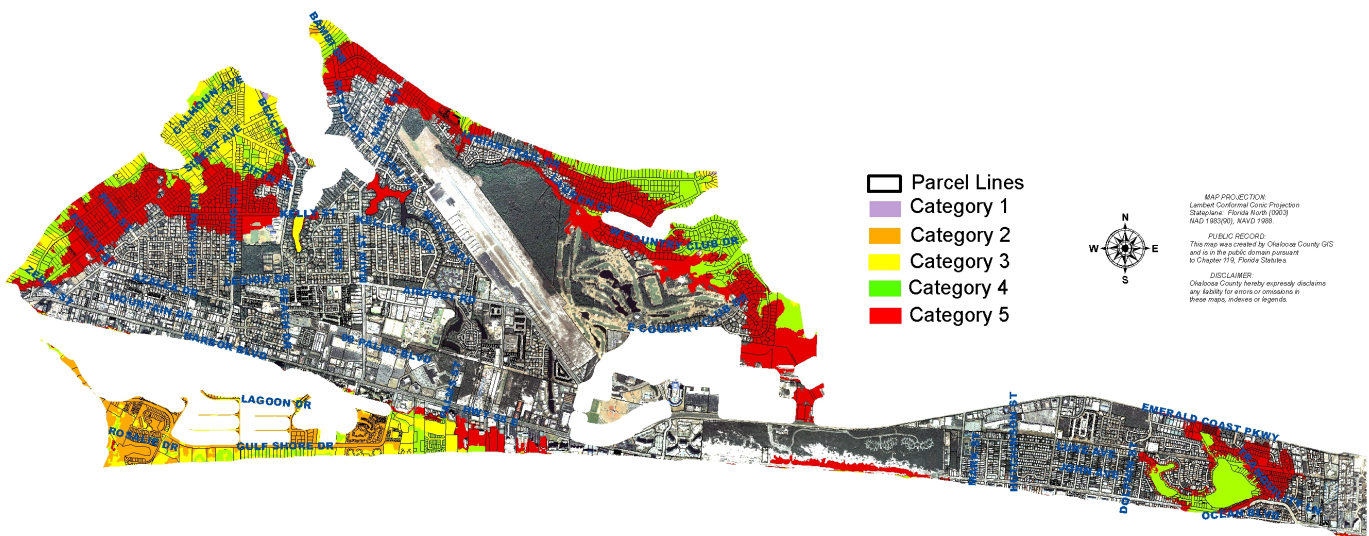
### *HISTORICAL OCCURRENCE:*

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

### *EXTENT:*

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

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



Source: West Florida Regional Planning Council, 2010

### *PROBABILITY:*

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



### City of Destin

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

**Table 5.02.01.03.1:** Potential Storm Surge Level for Hurricane Categories

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

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

#### **Section 5.02.01.04 Flooding**

##### **DEFINITION:**

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

##### **HISTORICAL OCCURRENCE:**

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

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

##### **EXTENT:**

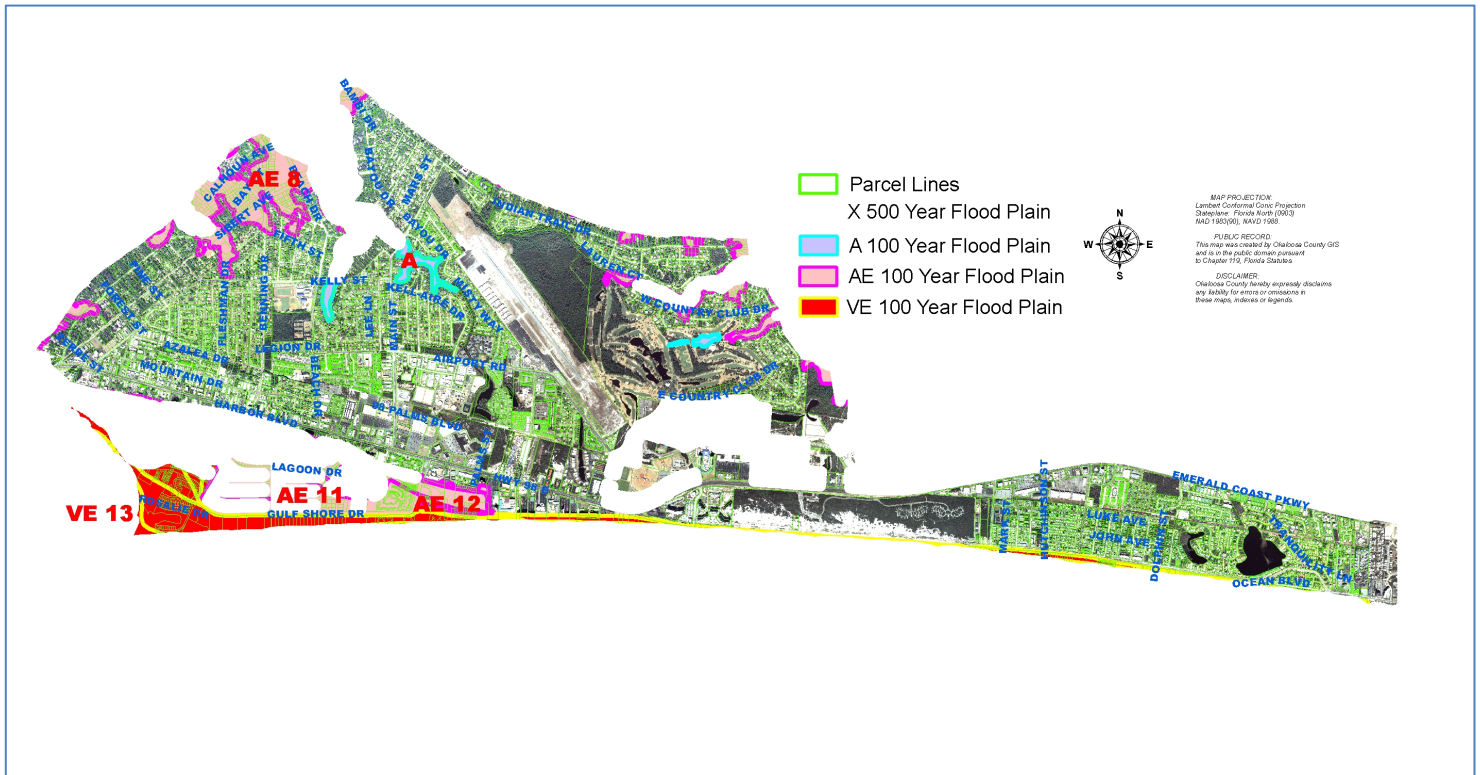
The worst case scenario in terms of flooding in the City of Destin would be if widespread flooding resulted in property damage and losses, power outages, storm sewer overflow, and road-closures. Properties located in the AE8, AE11, AE12, VE13, and A flood zones will be impacted more severely than the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

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



City of Destin

Figure 5.02.01.04.1: The City of Destin's Flood Zones



Source: FEMA Map Service Center, Dec 6 2002

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

**PROBABILITY:**

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





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### **Section 5.02.01.05 Dam Safety**

#### **DEFINITION:**

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

#### **HISTORICAL OCCURRENCE:**

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

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

#### **EXTENT:**

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

#### **PROBABILITY:**

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

### **Section 5.02.01.06 Land Erosion**

#### **DEFINITION:**

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

#### **HISTORICAL OCCURRENCE:**

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

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

#### **EXTENT:**

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



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

***PROBABILITY:***

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

***Section 5.02.01.07 Severe Storms***

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

***Section 5.02.01.07.01 Tornado and Waterspout***

***DEFINITION:***

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

***HISTORICAL OCCURRENCE:***

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

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

***EXTENT:***

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



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

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

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

### ***PROBABILITY:***

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

### **Section 5.02.01.07.02 Thunderstorms and Lightning**

### ***DEFINITION:***

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

### ***HISTORICAL OCCURRENCE:***

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

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



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

### **EXTENT:**

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

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

### **PROBABILITY:**

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

### **Section 5.02.01.07.03 Winter Storms**

### **DEFINITION:**

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

### **HISTORICAL OCCURRENCE:**

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

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

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

Source: Weather Underground, 2010

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



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

#### **EXTENT:**

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

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

#### **PROBABILITY:**

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

### **Section 5.02.01.08 Heat Wave and Drought**

#### **Heat Wave**

#### **DEFINITION:**

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

#### **HISTORICAL OCCURRENCE:**

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





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

|                   | May   | Jun   | Jul   | Aug   |
|-------------------|-------|-------|-------|-------|
| <b>Destin, FL</b> | 81.6° | 87.6° | 89.1° | 89.9° |

Source: Weather Underground, 2010

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

### **EXTENT:**

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

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

### **PROBABILITY:**

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

## **Drought**

### **DEFINITION:**

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

### **HISTORICAL OCCURRENCE:**

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



## City of Destin

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### **EXTENT:**

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

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

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

### **PROBABILITY:**

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

### **Section 5.02.01.09 Wildfire**

#### **DEFINITION:**

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

#### **HISTORICAL OCCURRENCE:**

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

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

#### **EXTENT:**

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

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



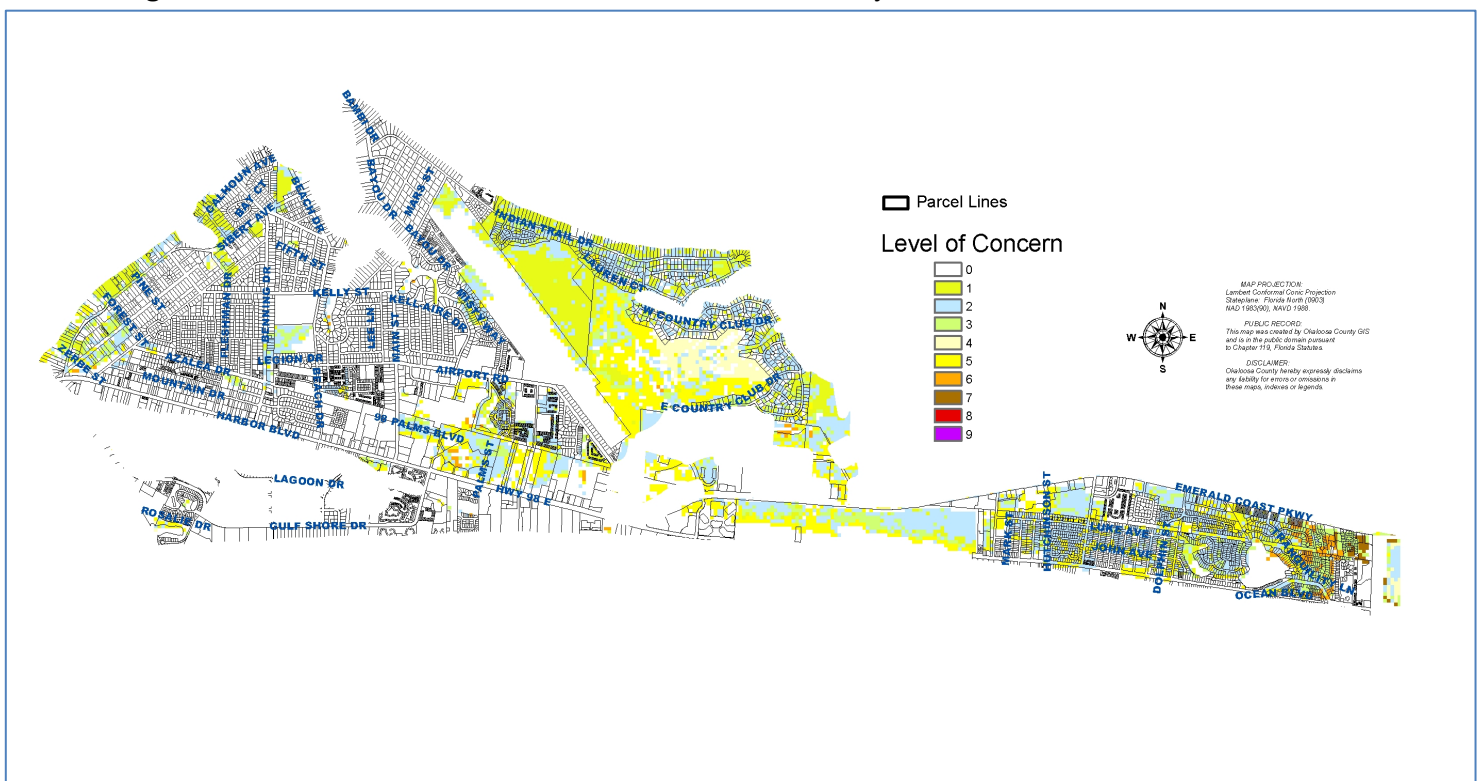
## City of Destin

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

### **PROBABILITY:**

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

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



Source: Florida Division of Forestry, 2010

### **Section 5.02.01.10 Beach Erosion**

#### **DEFINITION:**

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

#### **HISTORICAL OCCURRENCE:**

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

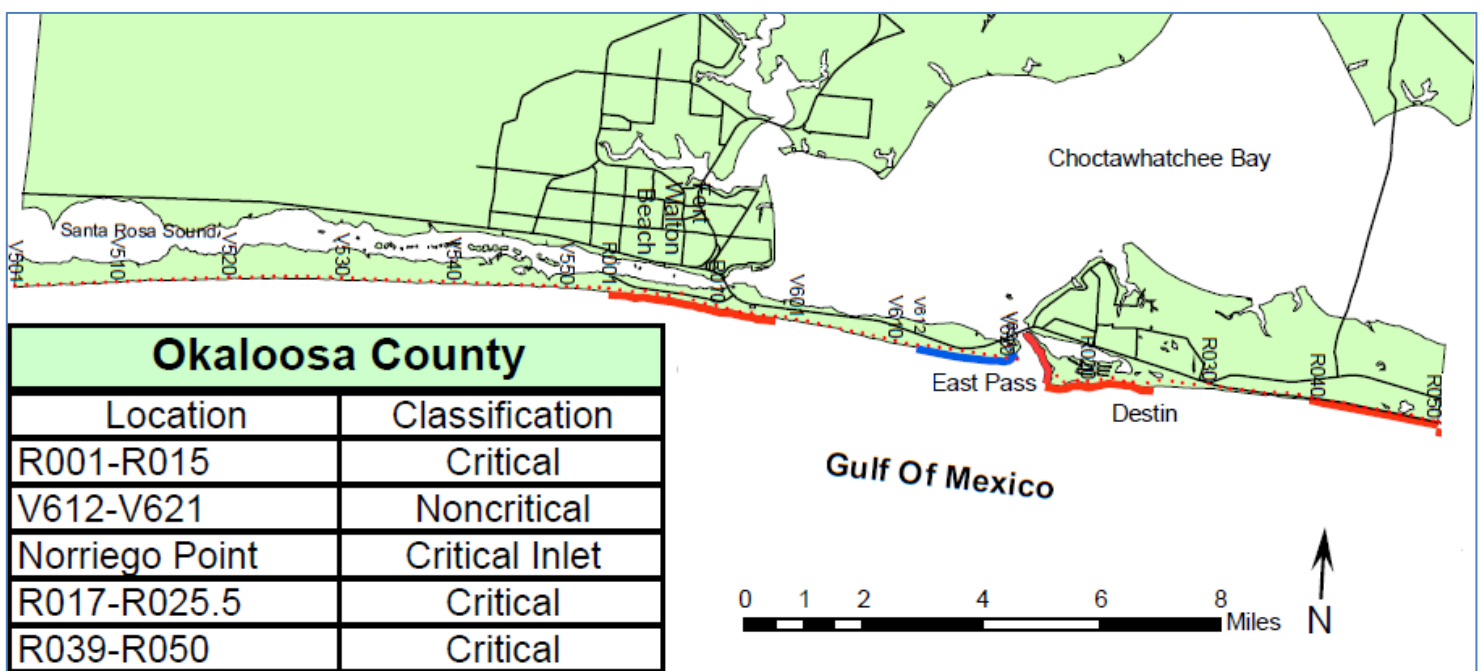


### City of Destin

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

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

**Figure 5.02.01.09.1:** Beach Erosion Classification in Okaloosa County, 2009



Source: FDEP Bureau of Beaches and Coastal Systems

#### EXTENT:

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

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

#### PROBABILITY:

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



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

#### ***Section 5.02.01.11 Other Hazards***

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

#### ***Section 5.02.01.11.01 Sinkholes***

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

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

#### ***Section 5.02.01.11.02 Expansive Soils***

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

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

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

\* Moderate Erodible Soils

\*\*Highly Erodible Soils

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





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

### **Section 5.02.01.11.03 Earthquake**

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

### **Section 5.02.01.11.04 Avalanche**

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

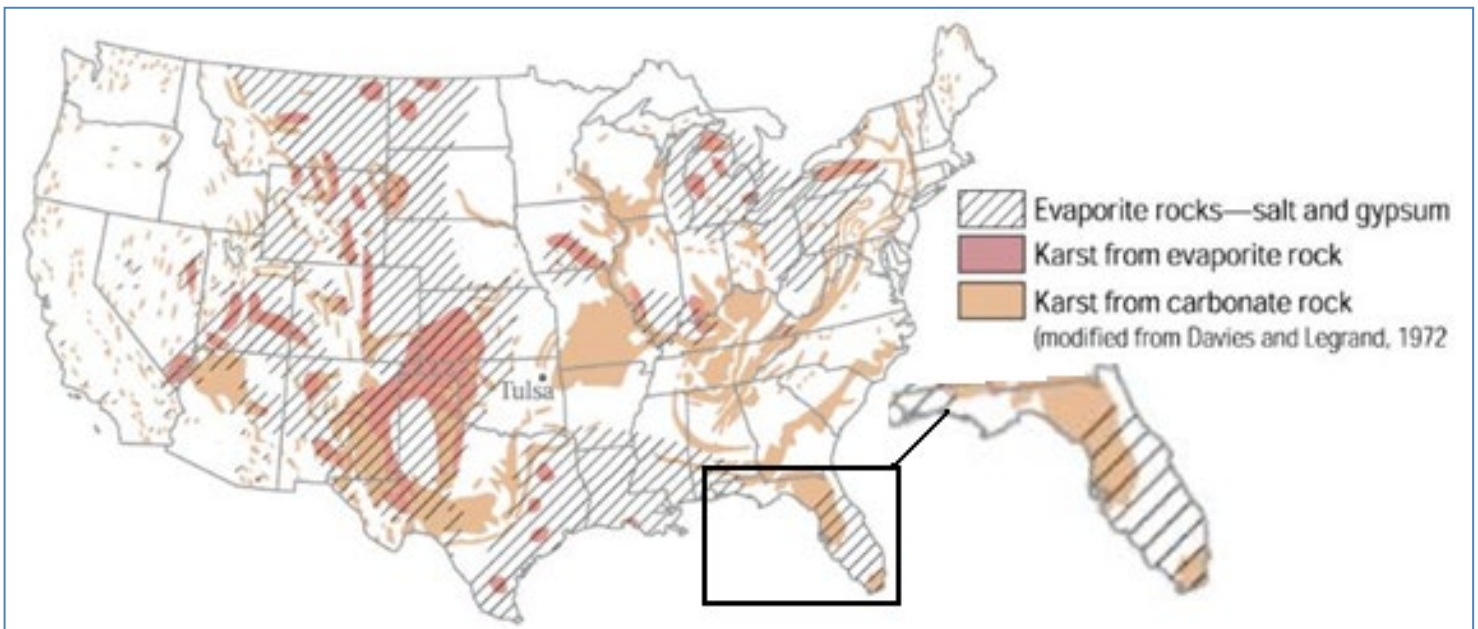
### **Section 5.02.01.11.05 Land Subsidence**

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



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



Source: U.S. Geological Survey

### **Section 5.02.01.11.06 Landslide**

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

### **Section 5.02.01.11.07 Volcano**

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



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### **Section 5.02.01.11.08 Tsunami**

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

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

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

### **Section 5.02.01.12 Summary**

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



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### **Section 5.02.02 Vulnerabilities**

#### ***Section 5.02.02.01 Introduction***

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

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

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

#### ***Section 5.02.02.02 Methodology***

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

#### ***Section 5.02.02.03 Summary Description of the City of Destin***

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

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

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

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

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

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

**Section 5.02.02.05 Repetitive Loss Properties**

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

**Table 5.02.02.05.1:** Repetitive Loss Properties in the City of Destin

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

Source: FEMA, 2010





### City of Destin

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

| Flood Zones             | A, AE | V, VE | B, C, X |
|-------------------------|-------|-------|---------|
| <b>Total Properties</b> | 100   | 19    | 80      |

Source: FEMA, 2010

#### Section 5.02.02.06 Hurricane and Tropical Storm

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

**Table 5.02.02.06.1:** Evacuation Zones and the Vulnerable Residential Structures within

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

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



### City of Destin

**Table 5.02.02.06.2:** Evacuation Zones and the Vulnerable Structures within

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

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

### Section 5.02.02.07 Storm Surge

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



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**Table 5.02.02.07.1: Vulnerable Residential Structures to Storm Surge**

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

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

**Table 5.02.02.07.2: Other Vulnerable Structures to Storm Surge**

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

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



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### Section 5.02.02.08 Flooding

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

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

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

FEMA Map Service Center, Dec 6 2002

### Section 5.02.02.09 Dam Safety

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

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

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

**Section 5.02.02.10 Land Erosion**

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

**Section 5.02.02.11 Severe Storms**

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

**Table 5.02.02.09.1: Vulnerable Residential Structures to Severe Storms**

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

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

**Table 5.02.02.09.2: Other Vulnerable Structures to Severe Storms**

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

Source: Okaloosa County Department of Growth Management, 2010

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





## City of Destin

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### **Section 5.02.02.11.01 Tornado and Waterspout**

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

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

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

### **Section 5.02.02.11.02 Thunderstorms and Lightning**

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

### **Section 5.02.02.11.03 Winter Storms**

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



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### Section 5.02.02.12 Heat Wave and Drought

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

### Section 5.02.02.13 Wildfire

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

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

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

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



### City of Destin

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

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

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

#### Section 5.02.02.14 Beach Erosion

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

**Table 5.02.02.13.1:** Total Structures Susceptible to Beach Erosion

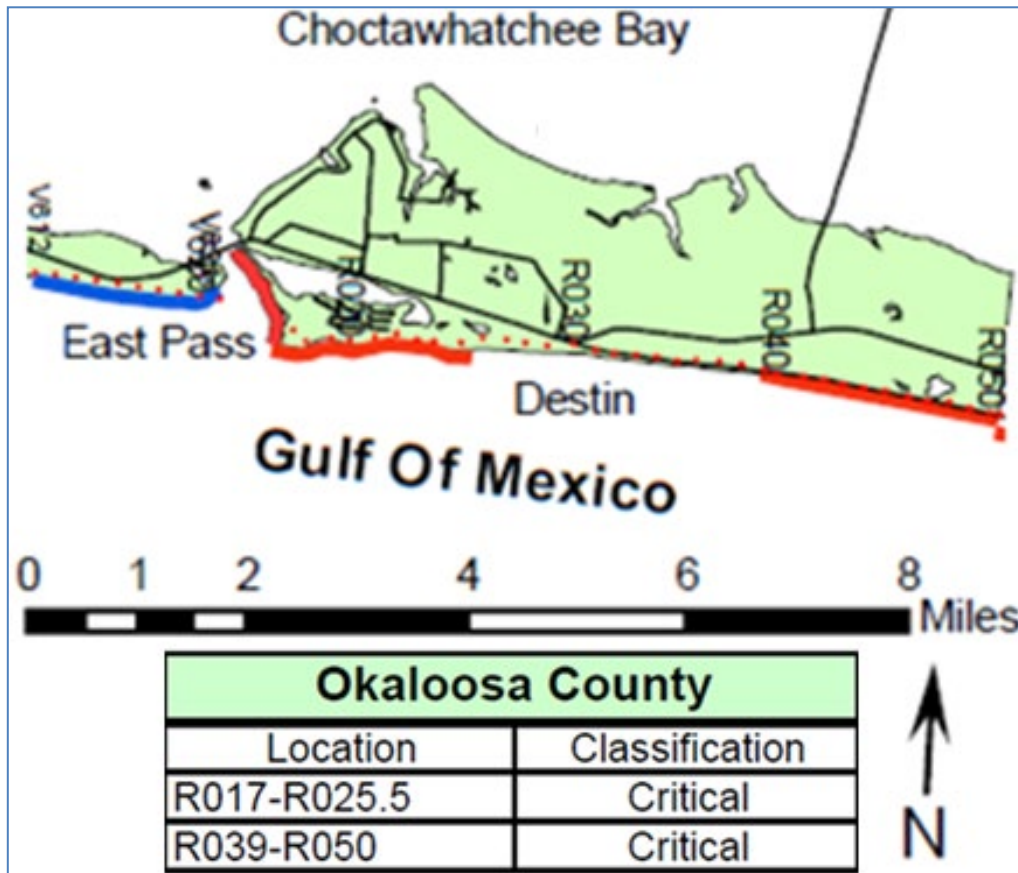
|                   | Condominium  | SFR-<br>Townhouse | Single-<br>Family | Multi-<br>Family | Commercial   | Government/<br>Institutional |
|-------------------|--------------|-------------------|-------------------|------------------|--------------|------------------------------|
| <b>Total</b>  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

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



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



Source: FDEP Bureau of Beaches and Coastal Systems

**Section 5.02.02.15 Other Hazards**

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

**Section 5.02.02.16 Summary**

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

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

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

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

**Section 5.02.03.01 Fire Stations**

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

**Section 5.02.03.02 Government Centers**

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

**Section 5.01.03.03 Hospitals**

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

**Section 5.02.03.04 Adult Congregate Living Facilities**

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



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

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

**Section 5.02.03.06 Rapid Impact Assessment Team Reference Points**

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

**Section 5.02.03.07 Helicopter Landing Zones and Possible Staging Areas**

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

**Section 5.02.03.08 Disaster Recovery Centers/Comfort Stations/Field Clinics**

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

**Section 5.02.03.09 Mobile Home Parks and RV Campgrounds**

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

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



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### **Section 5.02.04 Mitigation Actions**

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

#### ***Section 5.02.04.01 Hurricane and Tropical Storm***

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



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



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





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



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

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

### **Section 5.02.04.02 Storm Surge**

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



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

#### **Section 5.02.04.03 Flooding**

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



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



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

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

### **Section 5.04.04.03 Dam Safety**

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

### **Section 5.02.04.04 Land Erosion**

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





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

### **Section 5.02.04.05 Severe Storms**

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

### **Section 5.02.04.05.01 Tornado and Waterspout**

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

### **Section 5.02.04.05.02 Thunderstorms and Lightning**

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



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

#### **Section 5.02.04.05.03 Winter Storms**

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

#### **Section 5.02.04.06 Heat Wave and Drought**

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



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

#### **Section 5.02.04.07 Wildfire**

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



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

### ***Section 5.02.04.08 Beach Erosion***

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



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





### City of Destin

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



### City of Destin

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



### City of Destin

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



## City of Destin

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### **Section 5.02.05 Maps**

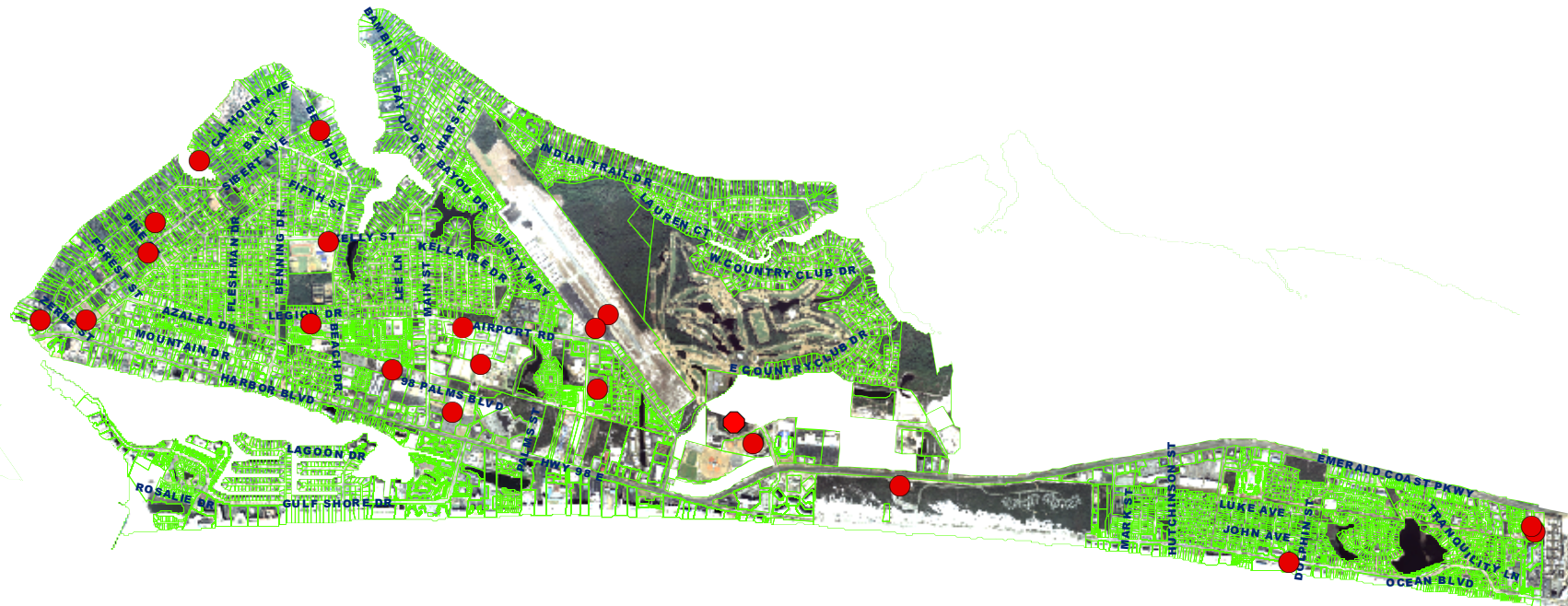
Attached to this page are maps of the City of Destin. They include:

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

# City of Destin Critical Facilities

- Parcel Lines
- Critical Facilities

Source: Okaloosa County  
Public Safety, 2010



MAP PROJECTION:  
Lambert Conformal Conic Projection  
State plane - Florida North (0903)  
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Growth Management  
08/18/2010



# City of Destin Evacuation Zones

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

ZONE A = HURRICANE CAT 1

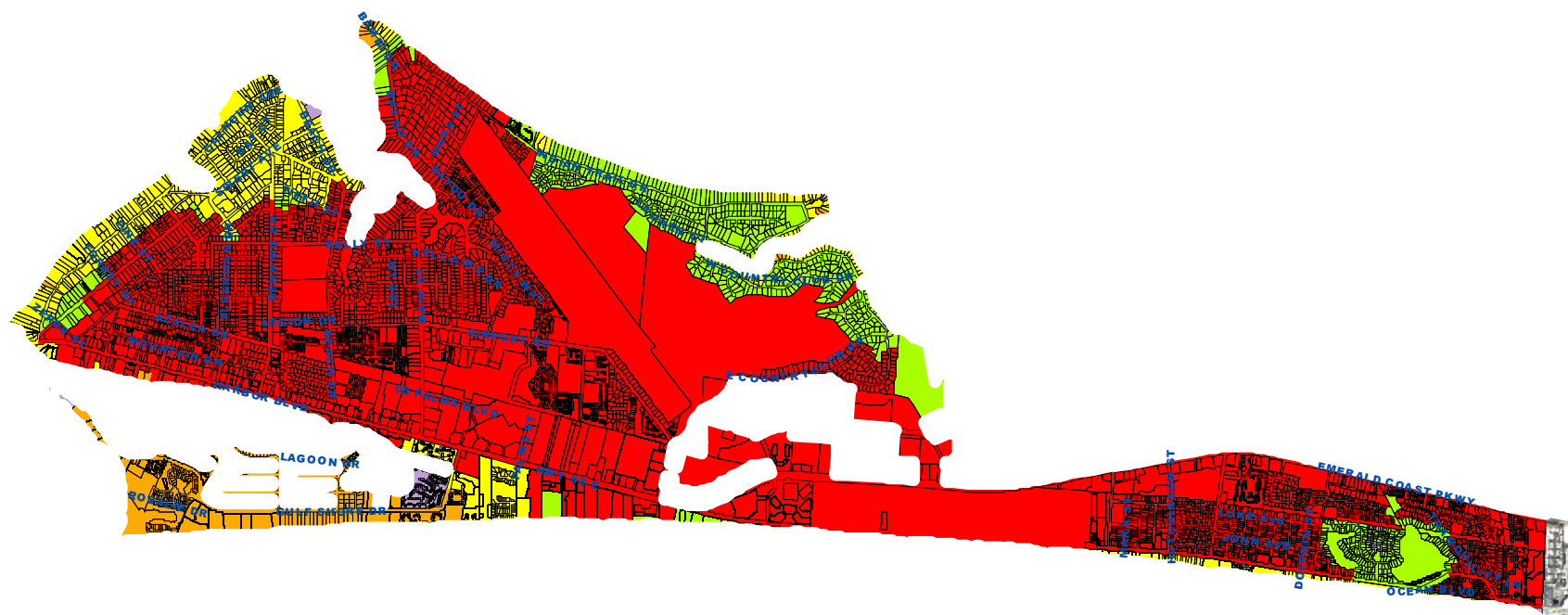
ZONE B = HURRICANE CAT 2

ZONE C = HURRICANE CAT 3

ZONE D = HURRICANE CAT 4

ZONE E = HURRICANE CAT 5

Source: Okaloosa County  
Public Safety, 2010



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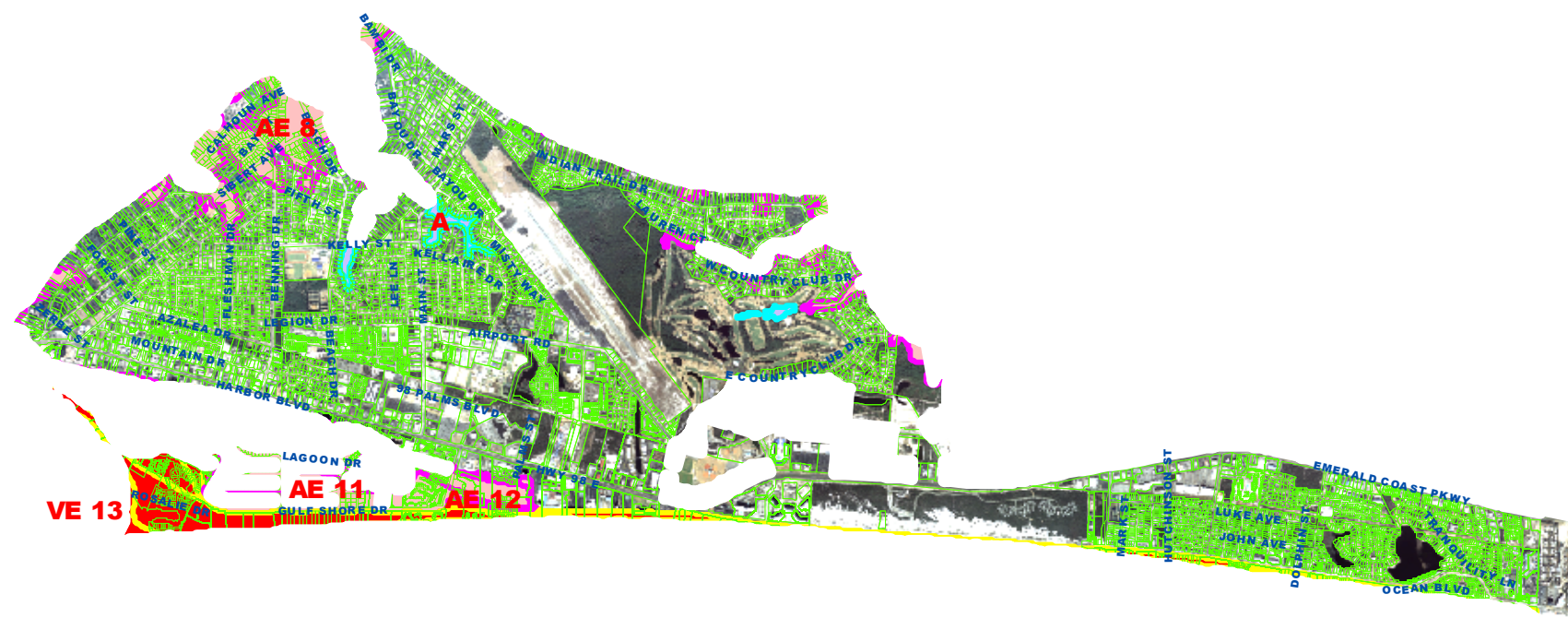


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# City of Destin Flood Zones

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

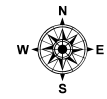
Source: FEMA Map  
Service Center,  
Dec 6 2002



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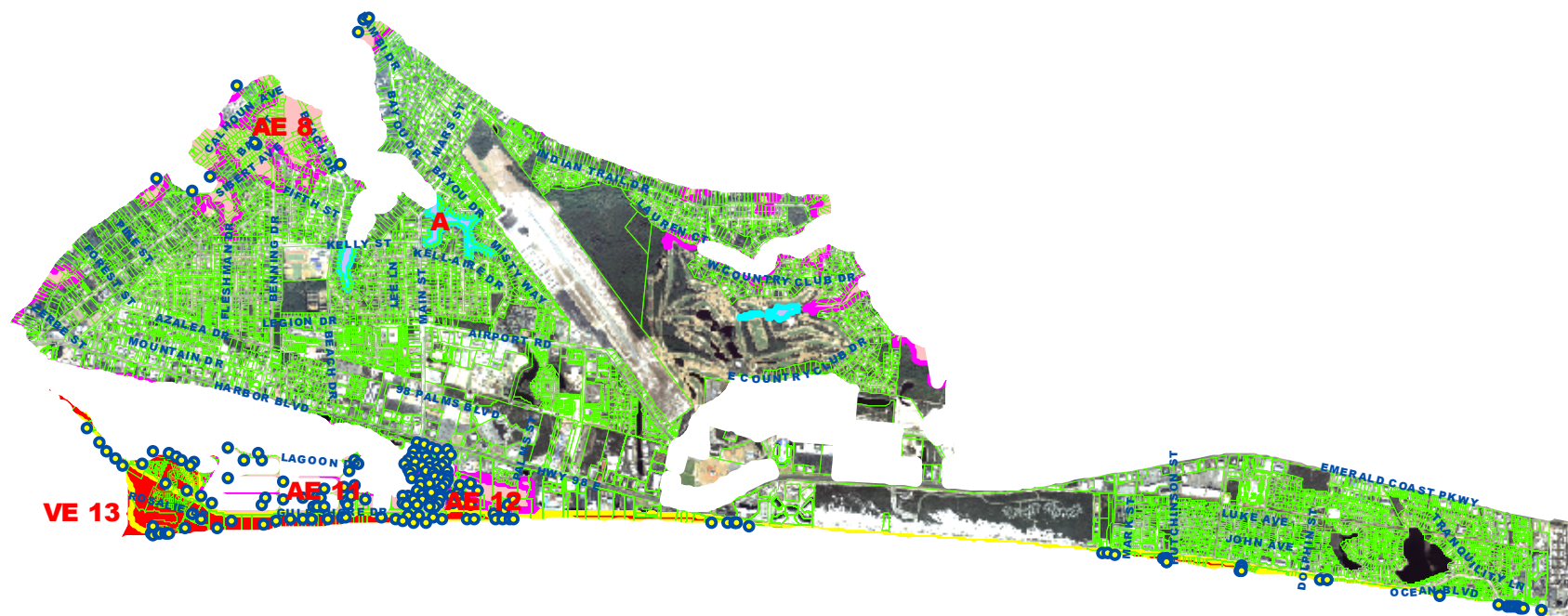


Department of  
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# City of Destin Repetitive Loss Properties

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

Source: FEMA Map  
Service Center,  
Dec 6 2002



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State plane - Florida North (0903)  
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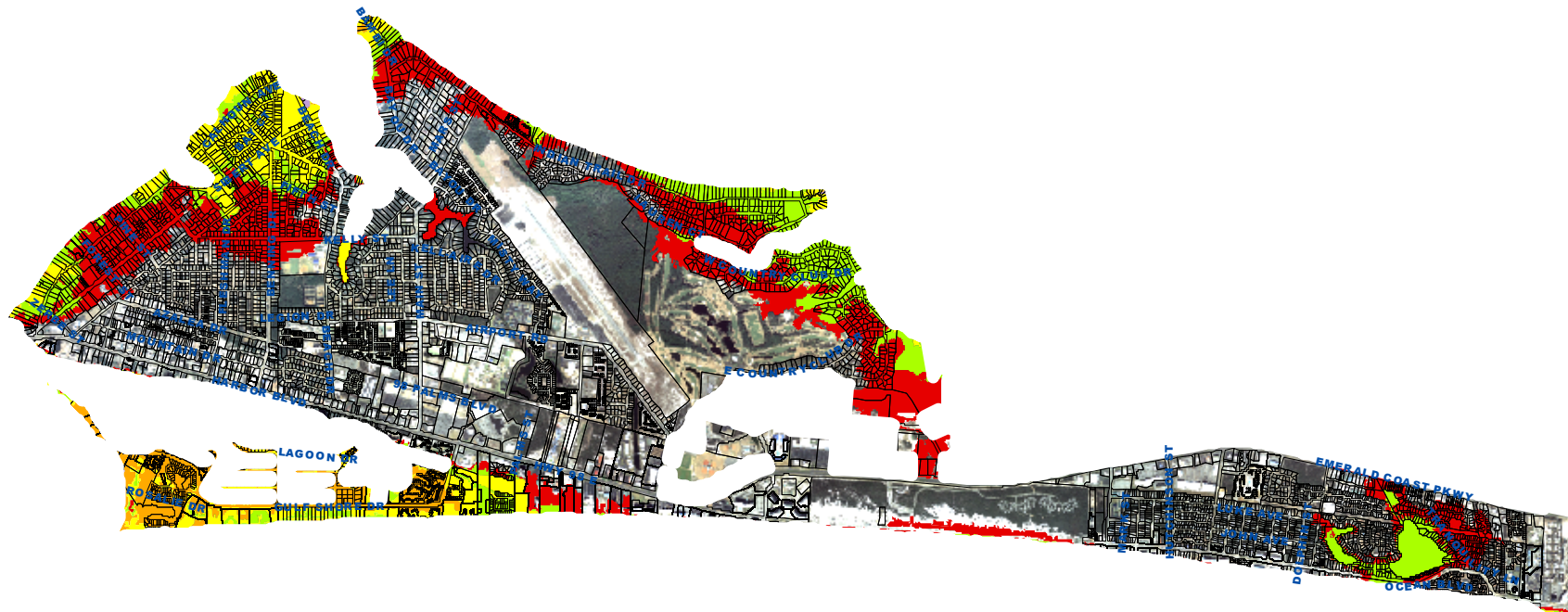


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# City of Destin Surge Zones

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

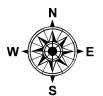
Source: West Florida  
Regional Planning  
Council, 2010



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# City of Destin Wildfire Level of Concern

Parcel Lines

Level of Concern



Source: Florida Division of Forestry, 2010



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## City of Destin

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### **Section 5.02.06 Post Disaster Redevelopment Plan**

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



## City of Destin

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### ARTICLE ONE

#### FORWARD

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

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

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

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



### City of Destin

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

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



## City of Destin

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### REDEVELOPMENT

#### ARTICLE TWO INTRODUCTION AND PURPOSE

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

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

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

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



**City of Destin**

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**ARTICLE THREE**

**DEFINITIONS**

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

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

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

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

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

**CORE GROUP:**

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





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

### **FOR HURRICANE LEVELS 3 AND ABOVE, ADD:**

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

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

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



## City of Destin

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### e) Emergency Manager

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

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

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

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



## City of Destin

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### ARTICLE FOUR

#### PLANNING PHASES

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

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

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



## City of Destin

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

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

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

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

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

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

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



## City of Destin

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### REDEVELOPMENT

#### ARTICLE FIVE POTENTIAL MITIGATION POLICIES

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

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

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





## City of Destin

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

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

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

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

**5.2.1.1.1 Conventional Zoning:** Reduce the quantity of development exposed.

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

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

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

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



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hazard area due to the increase in cost of rebuilding.

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

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

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

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

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

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



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threatens.

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



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REDEVELOPMENT

ARTICLE SIX

DAMAGE ASSESSMENT PROCESS

(Cross-Reference: Destin Disaster Preparedness Plan)

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

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

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



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

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

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

These measures pertain to:

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





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

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

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

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

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



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

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

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

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

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



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

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

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

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

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

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

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

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

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

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



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**ARTICLE SEVEN**

**DISASTER RECONSTRUCTION AND REDEVELOPMENT**

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

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

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

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

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

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





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

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

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

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

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



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

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

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

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

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

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



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

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

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



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

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

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

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

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

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



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

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

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

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



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

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

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

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

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

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





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

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

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



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**ARTICLE EIGHT**

**FEDERAL ASSISTANCE PROGRAMS AND PROCESS**

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

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

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

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

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



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

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

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

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

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

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

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

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



## City of Destin

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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





## City of Destin

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

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

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

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

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



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

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

## CITY OF DESTIN



# AGENDA ITEM

**COUNCIL MEETING DATE:** April 3, 2023**TYPE OF AGENDA ITEM:** Action Item**AGENDA OUTLINE NUMBER:** 3.D.**TO:** City Council**THRU:** Lance Johnson, City Manager  
Webb Warren, Deputy City Manager  
Krystal Strickland, Finance Director**FROM:** Michael Burgess, Public Services Director**DATE:** 03/27/2023**SUBJECT:** Lighted Pedestrian Crossing Fixtures, authorization to purchase

**I. BACKGROUND:** The City has recently installed four pedestrian crossing systems.

Three sets were installed at mid-block crossings on Airport Road and one was installed at a mid-block crossing on Legion Drive. The systems are initiated by pedestrians and flash for 30 seconds. In limited light conditions, an overhead LED shines down on the crosswalk, as well as any pedestrians for added visibility and safety.

Okaloosa Half Penny Infrastructure Surtax monies committed to traffic and pedestrian safety improvements remain in the FY23 budget (\$62,500). If these fixtures are authorized for purchase, they can be placed at Beach Access crossings in the Crystal Beach area:

- Scenic 98 at Shirah
- Scenic 98 at Barracuda
- Scenic 98 at Pomano or Tarpon
- Scenic 98 at James Lee Park, west end
- Scenic 98 at James Lee Park, at Crab Trap
- Scenic 98 at James Lee Park, east side

or can be installed at alternate locations to include:

- Beach Drive at Spring Lake Drive (by Destin Elementary)
- Benning Drive at Azalea

Once delivered, the Public Works & Public Safety Committee will recommend installation locations to staff.

**II. DISCUSSION:** The Public Works/Public Safety Committee recommended the purchase of 6 additional systems at their March 14th meeting (draft minutes are attached, ATT2). A quote from the supplier is also provided as an attachment (ATT1). The item to be ordered is #2, a double-sided system with lights and signs on both sides of the pole. A pair of these units (system) is \$10,000.

**A. Link to Strategic Goals / Objectives:** II. Enhance Quality of Life and Safety for Families

IV. Effective, Efficient, and Aesthetically Pleasing Infrastructure

V. Improve mobility and connectivity

**B. Effect on Budget (EOB):** If council approves installation of six pairs of these units, the effect on budget is \$60,000.

|                                                |                 |  |
|------------------------------------------------|-----------------|--|
|                                                | <b>12954100</b> |  |
|                                                | <b>OKA 1/2</b>  |  |
| 565000-TRSAF                                   |                 |  |
| Capital Projects-Traffic Safety                | \$ 100,000      |  |
| <b>FY23 Adopted Budget</b>                     | <b>100,000</b>  |  |
| <b>Prior Year Rollforward for encumbrances</b> | <b>-</b>        |  |
| <b>Revised Budget</b>                          | <b>100,000</b>  |  |
| <b>Previous Expenses/Encumbrances</b>          | <b>(37,500)</b> |  |
| <b>Available Program Budget</b>                | <b>62,500</b>   |  |
| <b>This Agreement +(-)</b>                     | <b>(60,000)</b> |  |
| <b>FY23 Remaining Program Budget</b>           | <b>\$ 2,500</b> |  |

**C. Level of Service (LOS):** Increased safety measures at pedestrian crossings to include: overhead lighting and rapidly flashing LEDs to alert drivers.

**D. Legislative Sponsor:**

**III. CONCLUSION:** If approved, staff will initiate the Purchase Order process.

**IV. RECOMMENDED MOTION:** I move that the City Manager be authorized to purchase six sets of RRFB Pedestrian Crossing Systems from Universal Signs and Accessories for \$60,000.

Attachments:

1. ATT1: Lighted Pedestrian Crossing System Quote
2. ATT2: 3-14-23 pwps draft minutes



**Quote**  
# EST-007939

3001 Orange Avenue  
Fort Pierce, FL 34947

Bill To

**City of Destin**

4200 Indian Bayou Trail  
Destin, Florida 32541

Estimate Date : 01.24.23

Expiration Date: : 02.23.23

Ship To

3949 Commons Dr.  
Destin, Florida 32541

Delivery Preference : None

| # | Item & Description                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | Qty        | Rate     | Amount   |
|---|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------|----------|----------|
| 1 | <b>RRFB Assembly, Solar Powered, Single Direction</b><br>SKU : Z 654-2-21<br>Consists of the following items:<br>1) [N500029]Controller, 12V, 108045, Hollow, Radio- 1 EA<br>2) [N142048]Universal Cabinet Mounting Bracket, SOP Cabinets 108766, 108045, 120652, Includes U-Bolt Hardware - 1 EA<br>3) [NSLR-55-B]65W / 12V Solar Panel Package, 4.5" OD, Top of Pole Mount - 1 EA<br>4) [N101494]Battery, DEKA Solar 12V, 50Ah, VRLA 8G40-DEKA - 1 EA<br>5) [N138089]RRFB Assembly, Universal Mount - 1 EA<br>6) [N101620]Push Button Bulldog Add-On Option Kit Yellow, with LED - 1 EA<br>7) [DP00004]Pole Package, 13' x 4.5" OD, To Include: Pole, Base, Four J-Bolts and Hardware - 1 EA<br>8) [ad52713030az0edd]Sign, W11-2, 30 x 30 x 080, FYG DG3, Diamond, DOT Holes, 1.5 in radius - 1 EA<br>9) [ad28402412az0add]Sign, W16-7PL, 24 x 12 x 080, FYG DG3, Horizontal, DOT Holes, 1.5 in radius - 1 EA<br>10) [EF00003]FDOT Sign Mounting Kit, 4.5" OD, for 30" Diamond - 1 EA<br>11) [EF00005]FDOT Sign Mounting Kit, 4.5" OD, for 24 x 12 Horizontal Rectangle - 1 EA<br>12) [N143402]SafeWalk Illuminator Assembly with Mounting Kit - 1 EA | 1.00       | 4,375.00 | 4,375.00 |
| 2 | <b>RRFB Assembly, Solar Powered, Back to Back</b><br>SKU : Z 654-2-22<br>Consists of the following items:<br>1) [N500029]Controller, 12V, 108045, Hollow, Radio- 1 EA<br>2) [N142048]Universal Cabinet Mounting Bracket, SOP Cabinets 108766, 108045, 120652, Includes U-Bolt Hardware - 1 EA<br>3) [NSLR-55-B]65W / 12V Solar Panel Package, 4.5" OD, Top of Pole Mount - 1 EA<br>4) [N101494]Battery, DEKA Solar 12V, 50Ah, VRLA 8G40-DEKA - 1 EA<br>5) [N138089]RRFB Assembly, Universal Mount - 2 EA<br>6) [N101620]Push Button Bulldog Add-On Option Kit Yellow, with LED - 1 EA<br>7) [DP00004]Pole Package, 13' x 4.5" OD, To Include: Pole, Base, Four J-Bolts and Hardware - 1 EA<br>8) [ad52713030az0edd]Sign, W11-2, 30 x 30 x 080, FYG DG3, Diamond, DOT                                                                                                                                                                                                                                                                                                                                                                                    | 1.00<br>EA | 5,000.00 | 5,000.00 |

| # | Item & Description                                                                                       | Qty | Rate | Amount |
|---|----------------------------------------------------------------------------------------------------------|-----|------|--------|
|   | Holes, 1.5 in radius - 2 EA                                                                              |     |      |        |
|   | 9) [ad28402412az0add]Sign, W16-7PL, 24 x 12 x 080, FYG DG3, Horizontal, DOT Holes, 1.5 in radius - 1 EA  |     |      |        |
|   | 10) [ad39152412az0add]Sign, W16-7PR, 24 x 12 x 080, FYG DG3, Horizontal, DOT Holes, 1.5 in radius - 1 EA |     |      |        |
|   | 11) [EF00003]FDOT Sign Mounting Kit, 4.5" OD, for 30" Diamond - 2 EA                                     |     |      |        |
|   | 12) [EF00005]FDOT Sign Mounting Kit, 4.5" OD, for 24 x 12 Horizontal Rectangle - 2 EA                    |     |      |        |
|   | 13) [N143402]SafeWalk Illuminator Assembly with Mounting Kit - 1 EA                                      |     |      |        |

Sub Total 9,375.00

**Total \$9,375.00**

## Notes

- \*\* Estimated completion is +/- 6-8 weeks
- \*\* No bid foundation, installation, and additional items not listed above.
- \*\* Full freight included.

For questions with orders, please email support@universalsignsfl.com  
For additional pricing requests, please email sales@universalsignsfl.com

We are looking forward to your business! If you want to reach us by phone, dial 1-800-432-0331

## Terms & Conditions

- FEI: 59-1053866  
Universal Signs & Accessories  
A Division of McCain Sales of Florida, Inc.  
3001 Orange Avenue  
Fort Pierce, FL 34947
- \*\* All shipments are Free on Board Origin
  - \*\* All COD accounts must be paid in full prior to processing a sales order.
  - \*\* All credit accounts must be paid in 30 days from date of invoice.
  - \*\* All returned items will be subject to a restocking fee, which may equal the items' cost
  - \*\* Past due invoices will accrue interest at 1.5% per month.

Please verify all the information on this estimate is accurate before acceptance. All returned items may be subject to a restocking fee. If the seller is caused to engage in collection efforts in connection with the transaction described herein, the buyer shall compensate the seller for all costs and expenses, including reasonable attorney's fees, incurred by the seller in connection with such collection efforts whether judicial action is instituted. For additional terms and conditions governing this transaction, visit: <https://www.universalsignsfl.com/terms-and-conditions>

ESTIMATE ACCEPTANCE:

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

Authorized Signature \_\_\_\_\_



**PUBLIC WORKS/PUBLIC SAFETY COMMITTEE  
MEETING MINUTES DESTIN CITY HALL BOARDROOM  
TUESDAY, MARCH 14, 2023 - 5:30 PM**

**1. CALL TO ORDER & PLEDGE OF ALLEGANCE:**

Public Works Director Michael Burgess called the Public Works/Public Safety Committee to order on Tuesday, March 14, 2023, at 5:30 p.m.

**2. ROLL CALL:**

**Members Present**

James T. Wood, Jr.  
John Green  
Tom Weidenhamer  
Sam Perman  
John Stephens  
Marcie Bell  
Curtis Smith

**Members Absent**

**Staff**

Kim Montgomery Deputy City Clerk  
Michael Burgess PW Director  
JT Hart PW Deputy Director

**3. APPROVAL OF MINUTES: January 10 & February 21, 2023**

**Motion by Committee member Wood, seconded by Committee member Weidenhamer to approve both January 10, 2023 and February 21, 2023, as amended, passed unanimously, 7-0.**

**4. PUBLIC COMMENT:**

**Catherine Star 821 Indian Trail**

Requested for the committee to consider installing sidewalks on the north side of Indian Trail from the left of Main Street that connects to Bayou Drive, which does have sidewalks. She spoke of how a lot of how there have been a lot of families with school age children moved in the neighborhood recently people and there are now two bus stops where anywhere between 8 and 10 children walk to and wait at the stops without any sidewalks as well as middle school children have bus stops as well. She explained how connecting would also make it safer for people that are walking or riding their bikes along that area.

The Chairman spoke of how he would like to get some feedback from the property owners on both sides of the road, in a petition format to make sue everyone is in agreement with a sidewalk being installed along that stretch of the road and spoke of issues that have happened in the past where sidewalks have been requested and some homeowners spoke out how they did not want them.

Mr. Burgess spoke of how the cost for that area is anywhere in the \$130 - \$150k cost range for the sidewalks adding that there was just a 30% cost increase so, actually it would be more. He then stated that they could add these into their sidewalk plan for consideration.

Chairman Wood stated to Mrs. Star that he would prefer for her to obtain a petition with 60% signatures, or as close as possible to that percentage, in agreement to have the sidewalk installed and connected in the area of question.

**Motion by Committee member Stephens to recommend to Council to approve the installation of the sidewalk contingent upon receiving the petition with an aim of 60% in agreement from the citizens where the sidewalk is needed, and adding it to the FY-24 Budget. Committee member Bell provided the second.** In discussion, Committee member Bell asked Mrs. Star if she was wanting the sidewalk to stay on the same side of the road as it is now.

According to Mrs. Star, yes, in order to connect it, that would make the most sense. She then clarified if they were agreeable to just the 16-homes on that side of the road and not both sides. According to the Chairman, he agreed to that statement, for just that same side of the roadway.

Mr. Burges spoke of how the area has quite a bit of Live Oak trees along that area and the city requires a 10-foot clearance along sidewalks therefore that may cause a complication to this request that would need to be considered as well as if there are any utilities in the immediate area that would also have to be considered for which side of the road would be the best for the sidewalks.

Committee member Weidenhamer spoke of part of their charge is Public Safety, meaning the city has appropriate walkways for citizens through neighborhoods and emphasized that he doesn't feel the policies should involve consensus input from anyone when safety of the citizens and especially children getting to school is a factor.

**Committee member Stephens agreed with that statement and amended his motion to remove the 60/40 petition portion of his motion.**

Committee member Bell asked if sidewalks are covered on some level in the Land Development Code. Mr. Burgess explained that new development is required to install sidewalks along the perimeter of the property lines.

Committee member Green asked which side of the roadway the sidewalk is located on Main Street's connection to Indian Trail, according to Mrs. Star, it is located on the non-water side of the road.

With no further discussion, **Chairman Wood called for the vote and the motion passed 7-0.**

Committee member Stephens asked what the policy is for any trees that may inhibit this request. According to Mr. Burgess, he will have the city's surveyor go out to the location and take a look at the situation and determine if there are any issues and where would the best location for the sidewalks to be installed and any other necessary implements that may need to be included.

**5. NEW BUSINESS:**

**A) Update on Road Re-surfacing, Re-striping, and Sidewalk Priorities**

Mr. Burgess explained that as part of the FY budget for this year, there was funds set aside for resurfacing, sidewalk repairs and restriping. This committee several month ago recommended to Council for the resurfacing of Scenic 98 from the west loop to Cobia Street.

**Resurfacing:**

Legion Drive from Main Street to Beach Drive  
Calhoun Avenue, a portion of Zerbe Street and Sibert Avenue  
Kellaire Drive and Kellaire Court  
Main Street from Highway 98 to Airport Road  
Third Avenue and First Avenue  
Vintage Circle and Vintage Court

**Restriping:**

Crystal Beach, is currently underway  
Benning Drive to Hwy 98  
Country Club East  
Pine Ridge Trace

**ADA Repairs:**

ADA Transition Plan is in its final stages for pedestrian facilities pointing out that the lack of ADA warning devices (yellow or black mats) with about 450 needing to be replaced at a cost of about \$90k for the project.

**Sidewalk Repairs:**

Spoke of the study done by Baskerville Donovan who identified the needs and at this time, they have spent close to \$60k on repairs. He spoke of how grade changes because of the sand base and tree root intrusion causes a majority of the ongoing issues.

**B) Additional Lighted Pedestrian Crossing Fixtures, location, recommendation to Council**

Mr. Hart explained to the members that The City has recently installed four pedestrian crossing system with the last two being installed on Legion Drive next to Buck Destin Park. The updated costs for the systems and staff is looking to installing the double lighted systems which are \$5k a piece totaling \$10k overall per system.

Parts for the remaining two systems have been ordered. These systems will be installed at the crossing near Industrial Park Lane and the mid-block crossing on Legion Drive. Surtax monies remaining in the FY23 budget for use on Traffic Safety Improvements. If the committee agrees, these crossings can be placed at the following beach access crossings in the Crystal Beach area:

- Scenic 98 at Shirah (Turtle Lighting), may require amber filters if necessary.
- Scenic 98 at Barracuda (Turtle Lighting)
- Scenic 98 at Pompano or Tarpon (Turtle Lighting)
- Scenic 98 at James Lee Park, west end (Turtle Lighting)
- Scenic 98 at James Lee Park, at Crab Trap (Turtle Lighting)
- Scenic 98 at James Lee Park, east side (Turtle Lighting) or, can be installed at alternate locations to include:
  - Beach Drive at Spring Lake Drive (by Destin Elementary)
  - Benning Drive at Azalea

**Motion by Chairman Wood to recommend Council direct staff to purchase six sets of the double sided pedestrian light sets at \$10k per set, with the determination of where the six out of the eight locations are needed, once they come in, with Committee member Bell providing the second. The motion passed unanimous vote of 7-0.**

Committee member Perman suggested that based on the fact that majority of Council and the members of this committee live on the west side of the city, they should all make a trip after dark to Crystal Beach, to visually see how many pedestrians there are crossing the street either going to or coming back off the beach.

Committee member Stephens stated that he could agree to most of the listed, as long as one is placed on Beach Drive.

### **C) Misty Way Stormwater Improvements - Ryan Scott**

Mr. Scott explained the drainage issues stems from a drainage area that somehow got removed during construction of the neighborhood and what is in there now, is higher than the pipes for the road. He briefly explained how the drainage was rerouted to the adjacent vacant property however, since that property has been developed, the stormwater for the past three years has nowhere to properly go and has been flooding the entrance into the subdivision. In order to fix it, at the low point of the road, install a curb inlet at the low part of the road, a junction box to turn it at the corner and then replace with sidewalk ramps, with the total cost of \$58k.

**Motion by Committee member Bell, seconded by Committee member Smith to recommend the modification of the drainage as proposed to help alleviate any drainage issues and/or flooding found within the Misty Way roadway and eliminate the need for a swale system on the adjacent property owner's lot. The motion passed unanimously.**

**6. CONTINUING BUSINESS:**

- **Emergency Management Update – Nothing at this time**
- **Stormwater/Floodplain**

Chairman Wood opened this item to the public to speak on any issues they may have, with no one coming forward, he closed the public on the topic.

➤ **Public Services Report**

**Departmental Update**

**Currently have three vacancies:**

- Maintenance Technician (vacant for over two years, advertised)
- Facilities Maintenance Technician (recent retirement, advertised)

**Operational Update**

**Recent & Upcoming Council Agenda Items**

- Jan 3 – Discussion of Surplus Property Disposal (trade-in option), first reading
- Jan 17 – Declaration of Surplus Property
- Jan 17 – Purchase of 2 F150s and 1 SUV
- Jan 17 – Surplus Property Disposal Ordinance, 2nd reading
- Feb 15 – Stormwater Maintenance Technician filled
- Feb 16 – Bid opening/Miscellaneous Asphaltic Services Contract (H&T sole respondent)
- Mar 6 – Regular City Council Meeting/Miscellaneous Asphaltic Services Contract for approval

**Project Update**

- US98 Median Improvements, underway – final punch-list items
- US98 Median Improvements (SR293 to County Line), imminent
- Variable Messaging Boards – arrived 17 Feb
- Four Pedestrian Crossing Systems, ordered, delivered early 2023, 2 of 3 installed on Airport, 4th destined for Legion
- SH Hayes completing lots of sidewalk repairs - Tree roots and vehicles increasing hazards
- Staff working through citywide tree trimming
- Main Street/Indian Trail Striping – project complete
- Installation of 5 speed humps, PO issued and installation imminent.
- Demolition of three beach structures, started Feb 3 complete – Committee member Perman suggest No Trespassing signs be erected for a safety/legal standpoint.
- ZIIC installing new Scenic 98 plant material

- New Dump Truck – mid-late 2023

### **Operational Update**

- Hurricane Season – over for 2022
- Updates to Disaster Preparedness Plan to begin in March of 2023

## **7. OLD BUSINESS:**

### **➤ Member Comments:**

- **Committee member Bell** – Spoke of how eBikes and eScooters are dealt with so differently down south than how they are up here in the panhandle. She mentioned that down south they are all kept neatly but around this area they are just thrown on the ground anywhere and how disorderly it looks.

Mr. Burgess briefly explained the different types of eBikes, the speeds and the how the Florida Statutes govern their speed and that he will be working with the Land Use Attorney on this subject and once staff is prepared, they will be bringing information to them to discuss.

- **Committee member Smith** – Spoke of the pavement down by the Henderson Construction and how he is afraid that it will not hold up before the construction is finished.

- **Committee member Green** – Asked if there is way that the Code Compliance staff can be trained to stop and speak to people who are riding their bikes on the wrong side of the road the proper side to operate their bikes before more people are hit and injured or killed.

- **Chairman Wood** – Suggested to the members to take advantage of calling and speaking to Mr. Burgess prior to the meetings on any issues of concern that they may come across instead of waiting to speak of it at their meetings.

## **8. ADJOURNMENT:**

Having no further business at this time, the meeting adjourned at 6:30 p.m.

Adopted and approved this \_\_\_\_\_ day of \_\_\_\_\_ 2023.

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James T. Wood, Jr. Chairman

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Kim Montgomery, Deputy City Clerk



## CITY OF DESTIN



# AGENDA ITEM

**COUNCIL MEETING DATE:** April 3, 2023  
**TYPE OF AGENDA ITEM:** Action Item  
**AGENDA OUTLINE NUMBER:** 3.E.

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**TO:** City Council

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

**FROM:** Lance Johnson, City Manager

**DATE:** 3/16/23

**SUBJECT:** TDC FY24 Expenditure Plans for the promotion of tourism

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**I. BACKGROUND:** The TDC Ordinance 20-72 provides a 12.5% funding set aside for use by the municipalities in Okaloosa County.

**II. DISCUSSION:** The TDC has asked municipalities to request their allocation of the 12.5% set aside through the submission of Expenditure Plans. The Expenditure Plans were due to the TDC by March 1, 2023, after a preliminary review by the County they requested a few updates be made and the plans resubmitted by April 14, 2023. After TDC review, they plan to bring the recommended projects to the Okaloosa Board of County Commissioners for approval and inclusion in their FY24 budget. Funding allocations available for Destin to request at this time are \$2,175,607. Expenditure Plans must comply with the Interlocal Agreement with Okaloosa County, the Tourist Development Plan, and the Florida State Statute. Each project must show a direct correlation to increased and/or improved tourism and tourist experience. Each project proposed will have its own separate Expenditure Plan. The City of Destin's portion of the "12.5% set aside" funds are committed to Destin, and cannot be used for other TDC projects. Any funds not requested and/or expended will accumulate for the City of Destin to use in future years. The below recommended projects are of high importance and are directly related to tourist activity in Destin.

Proposed projects include:

- Advance Funding Agreement Payment - \$750,000
- Beach and Boardwalk Operations - \$700,000

Expenditure Plans are attached.

- A. Link to Strategic Goals / Objectives:** Strategic Goal I. Financially sound city providing service excellence  
Strategic Goal II. Enhanced quality of life and safety for families  
Strategic Goal IV. Effective, efficient, and aesthetically pleasing infrastructure
- B. Effect on Budget (EOB):** TDC funding will add \$1,450,000 to the FY24 budget.
- C. Level of Service (LOS):** All proposed projects will increase the Level of Service
- D. Legislative Sponsor:**

**III. CONCLUSION:** Staff recommends approval of the proposed expenditure plans for Tourism Development Council funds.

**IV. RECOMMENDED MOTION:** I move to authorize the City Manager to sign and submit the proposed Expenditure Plans and Operations Funding Request to the TDC for consideration by the April 14th deadline.

Attachments:

1. Destin AFA Payment 12.5%  
Expenditure Plan FY24
2. Destin Beach and Boardwalk  
Operations 12.5 Expenditure Plan  
FY24
3. Destin Waterfront Operations Budget  
FY24



**Okaloosa County Tourist Development Tax**  
**Expenditure Plan: October 1, 2023 – September 30, 2024**  
**Application Deadline: March 1, 2023**

**Municipality:** Destin

**Project Name:** Advance Funding Agreement Payment

**Project Description:**

In accordance with the amended interlocal agreement between the City of Destin and Okaloosa County the City has agreed to make a once a year payment from our portion of the 12.5% TDC revenue funds. The payment amount is \$750,000 and is due to the county by the last day of the their fiscal year.

**Explanation of Promotion of Tourism:**

The interloacal agreement activities included the purchase of beachfront property and the development of those properties to be used public beach parks for tourists and residents. A lack of public beach access has been identified in the City of Destin and as a result the City and Okaloosa County have partnered together on this project to increase public beach access.

**Tourist Development Plan Element per Ordinance 2021-22, Sec. 20-72:** Product Impv - Water Related

**FY 2024 Funds Requested:** \$750,000

**Project Budget:** Please attach a detailed project budget, including revenue sources and expenditures

**Is this a multi-year project?** Yes

**Will this project be financed?** No

**Is direct vendor payment requested?** No

**Please attach any plans, drawings or other documentation**

\*\*\*\*\*

I attest this project complies with the provisions of section 125.0104 Florida Statutes and County Ordinance 2021-22, and am aware this request will be reviewed for final approval by the TDC and BOCC and is subject to available budget funds and ultimately actual TDT collections.

\_\_\_\_\_  
City Manager Signature

\_\_\_\_\_  
Date

Please email completed form + project budget to: [kmcdonald@myokaloosa.com](mailto:kmcdonald@myokaloosa.com) no later than 5pm on March 1, 2023.

***Incomplete or unsigned applications will not be considered.***



**Okaloosa County Tourist Development Tax**  
**Expenditure Plan: October 1, 2023 – September 30, 2024**  
**Application Deadline: March 1, 2023**

**Municipality:** Destin

**Project Name:** Beach and Boardwalk Operations

**Project Description:**

General operating and maintenance costs of tourist provided amenities along the beach and harbor. Requesting continued support to operate, maintain, repair, improve, expand, and construct beach related facilities and amenities owned/operated by the city of Destin that primarily serve as tourist destinations. Facilities include: Tarpon Beach Park, June White Decker Park, Shores at Crystal Beach Park, Norriego Point Park, Eight (8) beach trails with shower amenities, Captain Royal Melvin Heritage Park and the harbor boardwalk. These services are provided 12-16 hours a day, 365 days a year, including all holidays.

**Explanation of Promotion of Tourism:**

Destin is the primary tourist destination in Okaloosa County with the majority of tourists flocking to Destin's beaches, restaurants, and tourist related business throughout the year. This funding allows for general repair, maintenance, and addition of tourist related facilities within the City.

**Tourist Development Plan Element per Ordinance 2021-22, Sec. 20-72:** Product Impv - Water Related

**FY 2024 Funds Requested:** \$700,000

**Project Budget:** Please attach a detailed project budget, including revenue sources and expenditures

**Is this a multi-year project?** Yes

**Will this project be financed?** No

**Is direct vendor payment requested?** No

**Please attach any plans, drawings or other documentation**

\*\*\*\*\*

I attest this project complies with the provisions of section 125.0104 Florida Statutes and County Ordinance 2021-22, and am aware this request will be reviewed for final approval by the TDC and BOCC and is subject to available budget funds and ultimately actual TDT collections.

\_\_\_\_\_  
City Manager Signature

\_\_\_\_\_  
Date

Please email completed form + project budget to: [kmcdonald@myokaloosa.com](mailto:kmcdonald@myokaloosa.com) no later than 5pm on March 1, 2023.

***Incomplete or unsigned applications will not be considered.***

City of Destin

Project: Beach and Boardwalk Operations Expenditure Plan Budget

|                  |                                       | Expenditure Plan Totals |    |            |
|------------------|---------------------------------------|-------------------------|----|------------|
| Expenditure Type | Detailed Description                  | FY                      |    |            |
| Operations       | Regular Salaries + taxes and benifits | 2024                    | \$ | 500,000.00 |
|                  | Contract Services                     | 2024                    | \$ | 40,000.00  |
|                  | Utilities - electric and water        | 2024                    | \$ | 25,000.00  |
|                  | Risk Management Insurance             | 2024                    | \$ | 50,000.00  |
|                  | Repairs and Maintenance               | 2024                    | \$ | 40,000.00  |
|                  | Operating Supplies - janitorial       | 2024                    | \$ | 45,000.00  |
| Total            |                                       | 2024                    | \$ | 700,000.00 |

Regular salaries include four full time staff members, and one part time staff member.

Contract services covers deep cleaning of beach bathrooms. Monthly pest control services at beach bathroom facilities.

Utilities from Destin Water Users for water and sewer, Florida Power and Light for electric.

Risk management insurance for our beach facilities/trails and boardwalk. The beach and boardwalk operations requests list all the properties the risk management insurance covers.

Repairs and Maintenance entails routine maintenance of our beach facilities, trails, and boardwalk. This includes facility maintenance at beach facilities to include plumbing, electrical, and cosmetic repairs. We also do deck repairs on all our trails, and boardwalks, whether it is with wood or Trex material. This also includes daily cleaning and trash pick up through the day. We also service all our showers, water fountains, as well as back flows at each location. Replacement of shower valves or repairing shower plumbing is a regular occurrence during the season.

Operating supplies include all the janitorial chemicals required for daily cleaning, as well as trash bags, toilet paper. Also included are trash cans, bike racks, benches, and picnic tables where applicable at each location.

**MINUTES  
REGULAR MEETING  
DESTIN CITY COUNCIL  
MARCH 20, 2023  
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 Bobby Wagner  
Councilmember Torey Geile  
Councilmember Terésa Hebert

Councilmember Jim Bagby  
Councilmember Dewey Destin  
Councilmember Johnny King

**Destin City Staff**

Acting City Manager Webb Warren  
Finance Director Krystal Strickland  
Senior Planner Daniel Butler  
Engineering Assistant Joe Bodi  
Public Works Director Michael Burgess  
Community Development Director Louis Zunguze  
Land Use Attorney Kimberly Kopp

City Clerk Rey Bailey  
Public Information Manager Tamara Young  
City Engineer Ryan Scott  
Building Official Noel Belle  
Lisa Firth (virtual)  
Grants/Project Manager Jeffrey Cozadd  
City Attorney Kyle Bauman

**CALL TO ORDER, INVOCATION AND PLEDGE OF ALLEGIANCE**

Mayor Bobby Wagner called the meeting to order at 6:00 PM. Pastor Steve Farris, First Baptist Church of 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 King, to approve the agenda passed 5-0 (Council members King, Hebert, Bagby, Destin, and Geile voted “yes”; Council members Schmidt and Sweetser were absent from the meeting).**

**Councilmember Bagby moved to pull item 3D from the Consent Agenda and place it under the City Manager Report, and to move Consent Agenda item 3G under Public Hearing passed 5-0 (Council members King, Hebert, Bagby, Destin, and Geile voted “yes”; Council members Schmidt and Sweetser were absent from the meeting).**

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

A. Destin Youth Council Presentation - Approval of Resolution Supporting Discounted



## Mid-Bay Bridge Toll Rates for Local High School Students

Destin Youth Council Chair Grace Fountain requests council's support of a resolution asking the Mid-Bay Bridge Authority (MBBA) to initiate a review of its toll schedule with the goal of discounting the Mid-Bay Bridge toll rates and providing additional relief to eligible high school students.

**Councilmember Hebert moved for approval of proposed Resolution 23-05 – Discounted Mid-Bay Bridge Toll Rates for High School Students, seconded by Councilmember King.**

Councilmember Bagby recommends contacting State Representative Maney's office and inquiring about a local bill Representative Maney is introducing moving the MBBA under the county's jurisdiction. He also noted that several businesses in the harbor are planning to petition the MBBA for a reduction in rates for nighttime traffic. He recommends contacting the Chamber of Commerce regarding this initiative.

**Motion passed 5-0 (Council members King, Hebert, Bagby, Destin, and Geile voted "yes"; Council members Schmidt and Sweetser were absent from the meeting).**

### B. Proclamation - April Water Conservation Month

Mayor Wagner read the Proclamation declaring the month of April as *Water Conservation Month* for the City of Destin, and then presented it to Mr. Lockwood Wernet, General Manager of the Destin Water Users.

### C. Okaloosa-Walton Homeless Continuum of Care - Ms. Crystal Harrison, Executive Director for the Homelessness & Housing Alliance

Ms. Crystal Harrison, Executive Director for the Homelessness and Housing Alliance discussed the homelessness issue in the community and the actions being taken to combat homelessness. She stated that Homelessness & Housing Alliance is the lead agency in the Okaloosa-Walton Homeless Continuum of Care. They believe that this community can end homelessness by working together to invest in affordable housing and implement best practices to help families and individuals in crisis. As the lead agency for the Okaloosa Walton Continuum of Care, they bring together homeless services providers, local governments, law enforcement, behavioral health provides, hospital, and affordable housing developers to ensure the community's programs work in tandem to meet the immediate needs of the homeless and to address long term drivers of homelessness. She stated that they recently completed their Annual Point in Time Count. The Count is an unduplicated count on a single night of the people in a community who are experiencing homelessness that includes both sheltered and unsheltered populations. She continued that out of the total number of people experiencing homelessness, about 37% suffer from mental illness and substance abuse, or are survivors of domestic violence abuse. Furthermore, homelessness is a humanitarian issue, a public health issue, an economic issue, and a moral issue; and that organizations can provide assistance through partnership, advocacy as well as education and awareness.

## 2. PUBLIC COMMENTS

Ms. Carrie Harbarger, a Destin resident, noted that Code Compliance officers have been quite vigilant on issuing citations to those who are using feathered flags in the City of Destin. She stated that feathered flags are not offensive in other communities and urged the council to change the rules regarding feathered flags.

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

## 3. CONSENT AGENDA

- A. Auction Services, agreement with GovDeals.com, piggyback off Okaloosa County contract
- B. Resurfacing and Re-Striping Scenic Hwy 98, west loop to Cobia Street
- C. ForeRunner Floodplain Management Software, authorization for purchase
- D. Public parking support for Destin's 66th Annual Blessing of the Fleet and Community Fish Fry on Thursday, May 18, 2023
- E. Easement consent for the placement of utility undergrounding equipment
- F. Tymco 600ss Street Sweeper, authorization to purchase, acceptance of trade-in offer
- G. Single-Family Residential Marine Construction Proposed at 523 Norriego Rd
- H. Single-Family Residential Marine Construction Proposed at 525 B Calhoun Ave
- I. Single-Family Residential Marine Construction Proposed at 783 Bayou Dr.
- J. Single-Family Residential Marine Construction Proposed at 4136 Belcourt Dr
- K. Approval of minutes of March 6, 2023 Regular City Council Meeting

**Councilmember Bagby moved for approval of Consent Agenda items 3A thru 3C, 3E, 3F, 3H thru 3K; seconded by Councilmember Hebert. Motion passed 5-0 (Council members King, Hebert, Bagby, Destin, and Geile voted “yes”; Council members Schmidt and Sweetser were absent from the meeting).**

Discussions followed relative to Consent Agenda item 3D above. Councilmember Bagby remarked that since they are already issuing two free parking stickers for every eligible household that has full-time residents, he does not see the rationale for waiving the parking fees for the Annual Blessings of the Fleet or other similar festivals.

Councilmember Destin pointed out that the Destin Annual Blessings of the Fleet is an event supported by all the churches in Destin. Now that the parking fee has been increased to \$20.00 per day, he would not want to charge the members of the churches in Destin who are not residents of Destin to pay a large parking fee for attending a religious ceremony. He recommends waiving the parking fee.

Councilmember King agreed stating this is more than just a parade. It is a spiritual tradition supported by boat captains, deckhands, and other people in the industry.

**Councilmember King moved to waive the parking fees at the Marler Parking Lot on May 18, 2023, for the 2023 Blessing of the Fleet, seconded by Councilmember Destin.**

Councilmember Bagby stated that if they waive the parking fees for this event, they need to be prepared to do the same thing for several other events in the city as a sense of fairness.

Councilmember King noted that the waiver is just for a single day, not for an entire week's event.

**Motion passed 5-0 (Council members King, Hebert, Bagby, Destin, and Geile voted “yes”; Council members Schmidt and Sweetser were absent from the meeting).**

#### **4. CITY MANAGER REPORTS**

##### **A. FY 2022 Annual Audit and Financial Statements**

Mr. Wade Sansbury of Mauldin & Jenkins gave the following presentation:

##### **General Information About the Annual Comprehensive Financial Report**

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- Introductory Section
- Letter of Transmittal; Organizational Chart; Directory of Officials; Certificate of Achievement for Excellence in Financial Reporting
- Financial Section
- Independent Auditor's Report; Management Discussion & Analysis (MD&A); Financial Statements and Footnotes
- Statistical Section
- Financial Trends Information; Revenue Capacity Information; Debt Capacity Information; Operating Information

##### **Compliance Report**

- The financial report package contains a report on our tests of the City's internal controls and compliance with laws, regulations, etc. The report is not intended to provide an opinion on internal controls and compliance with applicable rules and regulations.
- This report and the procedures performed are required by *Government Auditing Standards*.
- We reported one compliance finding regarding investment compliance.

##### **Single Audit**

- The City received and spent approximately \$772 thousand of federal awards and approximately \$1.5 million of state financial assistance. This required us to perform two single audits covering approximately \$1.7 million of expenditures from the RESTORE Grant and the TRIP Grant.
- We noted no issues with regard to the use of these funds.

# Required Communications

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## Significant Accounting Policies

- Management is responsible for the selection and use of appropriate accounting policies.
- The significant accounting policies used by the City are described in Note 1 to the basic financial statements.
- During the current year, the City implemented Governmental Accounting Standards Board (GASB) Statement No. 87, *Leases*. There was no significant effect on the City's financials as a result of this standard.
- The policies used by the City are in accordance with generally accepted accounting principles.
- In considering the qualitative aspects of its policies, the City is not involved in any controversial or emerging issues for which guidance is not available.

## Management Judgment/Accounting Estimates

- Accounting estimates are an integral part of the financial statements prepared by management and are based on management's knowledge and experience about past and current events and assumptions about future events.
- The City uses various estimates as part of its financial reporting process – including actuarial assumptions.

## Relationship with Management

- We received full cooperation from the City's management and staff.
- There were no disagreements with management on accounting issues or financial reporting matters.

## Management Representation

- We requested, and received, written representations from management relating to the accuracy of information included in the financial statements and the completeness and accuracy of various information requested by us.

## Consultation with Other Accountants

- To the best of our knowledge, management has not consulted with, or obtained opinions from, other independent accountants during the year, nor did we face any issues requiring outside consultation.

## Significant Issues Discussed with Management

- There were no significant issues discussed with management related to business conditions, plans, or strategies that may have affected the risk of material misstatement of the financial statements.

## Audit Adjustments

- There were no unrecorded or passed audit adjustments.

## Financial Statement Disclosures

- The footnote disclosures to the financial statements are also an integral part of the financial statements and the process used by management to accumulate the information included in the disclosures was the same process used in accumulating the statements. The overall neutrality, consistency, and clarity of the disclosures was considered as part of our audit.

### Information in Documents Containing Audited Financial Statements

- Our responsibility for other information in documents containing the City's basic financial statements and our report thereon does not extend beyond the information identified in our report. If you intend to publish or otherwise reproduce the financial statements and make reference to our firm, we must be provided with printers' proof for our review and approval before printing. You must also provide us with a copy of the final reproduced material for our approval before it is distributed.

### Auditor Independence

- In accordance with AICPA professional standards, M&J is independent with regard to the City and the financial reporting process.

## General Information about the City - 2022



## Other Information in Auditor's Discussion & Analysis

### Additional report Issued by our Firm Annually Which Documents the Following:

- All Auditor Required Communications
- Summary of Current Year Findings and Recommendations for Improvements:
  - None
- Listing of All Upcoming GASB Standards and Pronouncements

**Councilmember Hebert moved to accept the 2022 Annual Audit and Financial Statements for the City of Destin and for the City of Destin Community Redevelopment Agency; seconded by Councilmember King. Motion passed 5-0 (Council members King, Hebert, Bagby, Destin, and Geile voted "yes"; Council members Schmidt and Sweetser were absent from the meeting).**

## B. Discussion on Code Amendment for Code Compliance Lien Reduction Requests

The Land Use Attorney noted that the council has been asked to review multiple code compliance lien reduction requests, which request are authorized by the city code. However, notwithstanding this code authorization, the city code does not currently contain guidelines or criteria that might help the city council in making the determination. The city council directed that proposed code compliance lien reduction code provisions be brought back to the city council for consideration. The Land Use Attorney presented a list of proposed criteria to consider in order for the city council to reduce a lien imposed by the special magistrate in a code compliance case.

Councilmember Bagby recommends deleting the following from the proposed list of criteria:

- Criteria #6 – *“Whether the applicant acquired the subject property with knowledge of the subject lien.”*

Councilmember Bagby stated that with the applicant not having knowledge of the subject lien should be between them and the title company, and not something with which the city needs to get involved.

- Criteria #9 – *With respect to a speculator, non-homestead purchaser of the subject property, the accrued amount of the code compliance fine or lien as compared to the investment/profit that will be gained as a result of the purchase or sale of the property and the reduction or satisfaction.”*

Councilmember Bagby requests that at least the word “speculator” be removed and just leave it as a “non-homestead purchaser.”

**After further discussions, Councilmember Bagby moved to direct the City Land Use Attorney to prepare an ordinance establishing the code compliance lien reduction with the following modifications: Removal of criteria #6 and #9. Councilmember King provided a second to the motion, which passes 4-1 (Council members King, Hebert, Bagby, and Destin voted “yes”; Councilmember Geile voted “no”).**

## C. Acquisition of Property for the Crosstown Connector

The Deputy City Manager noted that the Beach Drive to Benning Drive project is the last unconnected leg of the city’s Crosstown Connector, an east-west corridor intended to relieve traffic congestion on U.S. Hwy 98. There are several properties located within the project area that will require purchase by the city, both complete and partial acquisitions.

**Motion by Councilmember Hebert, seconded by Councilmember King, to approve the purchase of 700 Legion Drive and authorize the City Manager to execute the purchase agreement and proceed with closing passed 5-0 (Council members King, Hebert, Bagby, Destin, and Geile voted “yes”; Council members Schmidt and Sweetser were absent from the meeting).**



**Motion by Councilmember Hebert, seconded by Councilmember King, to approve the purchase of 609 Sandalwood Drive and authorize the City Manager to execute the purchase agreement and proceed with closing passed 5-0 (Council members King, Hebert, Bagby, Destin, and Geile voted “yes”; Council members Schmidt and Sweetser were absent from the meeting).**

**D. Issuance of Certificate of Occupancy - Capt. Royal Melvin Heritage Park**

The Deputy City Manager noted that the city is a subrecipient, through Okaloosa County, of RESTORE Act Grant funding furthering the development of the Capt. Royal Melvin Heritage Park. Staff is proposing a plan to open the park by Memorial Day, 2023.

The Land Use Attorney requests that council directs the City Manager to provide the county and the US Treasury a formal notice of the city’s desire to complete Punch List Work at a cost to be borne by the city, to authorize the City Manager and legal to take the steps necessary in order to complete the Punch List Work in an amount up to \$50,000, to authorize an internal budget transfer of \$50,000 from the Buck Destin Restroom project to complete the Captain Royal Melvin Park and obtain a certificate of occupancy for the park prior to Memorial Day 2023.

Councilmember Destin expressed his support of the proposed motion from the council to complete the Captain Royal Melvin Park except for taking funding away from the Buck Destin Restroom project; adding that completion of the latter is a high priority for the Parks and Recreation Committee which recommended it. He recommends taking the money from the fund balance.

Finance Director Krystal Strickland noted that transferring the money from the fund balance will require a budget amendment.

The City Attorney suggests doing an internal transfer from the council contingency tonight to expedite matters, and then have another motion to bring back a budget amendment transfer from the fund balance back to council contingency at the next meeting.

**Councilmember Destin moved to direct the City Manager to provide the county and US Treasury formal notice of the city’s desire to complete the Punch List Work at a cost to be borne by the city, to authorize the City Manager and legal to take the steps necessary in order to complete the Punch List Work in an amount up to \$45,000, to authorize an internal budget transfer of \$45,000 from the Council Contingency Fund, to complete the Captain Royal Melvin Park and obtain a certificate of occupancy for the park prior to Memorial Day 2023. Councilmember Hebert provided a second to the motion, which passes 5-0 (Council members King, Hebert, Bagby, Destin, and Geile voted “yes”; Council members Schmidt and Sweetser were absent from the meeting).**

**Motion by Councilmember Bagby, seconded by Councilmember Destin, to direct staff to bring back a budget amendment at the next council meeting in the amount of \$50,000 from the Fund Balance to the Council Contingency Fund was seconded by Councilmember Hebert and passed 5-0 (Council members King, Hebert, Bagby, Destin, and Geile voted “yes”; Council members Schmidt and Sweetser were absent from the meeting).**

E. Subaward Agreement Extension - Restore Act/Captain Royal Melvin

The City Attorney explained this is a housekeeping item required of the city's Restore Act Grant with Okaloosa County and the US Treasury. The subaward agreement will need to be extended due to the fact that the park is not open, and the subaward agreement requirements have not been satisfied yet. This amendment will extend the Subaward Agreement to June 15, 2023.

**Motion by Councilmember Hebert, seconded by Councilmember King, to authorize the mayor to execute Amendment Four to the Subaward Agreement No. 2020-R14 passed 5-0 (Council members King, Hebert, Bagby, Destin, and Geile voted "yes"; Council members Schmidt and Sweetser were absent from the meeting).**

F. Announcements:

1. Five new hires, one internal promotion, no resignations or employment termination for the month of February 2023 for the City of Destin.
2. Planner position in the Community Development Department that was vacant for 157 days has been filled.
3. The city's Public Information Manager met with the County's Emergency Manager Patrick Maddox, toured the County EOC, and undergone 4 levels of FEMA certification for crisis preparation.
4. Thank you to Council members Hebert and Bagby for attending last Friday's Destin Library anniversary celebration.
5. The Destin Library has an Easter Treat Trail events scheduled for April 5<sup>th</sup>, 10:00 AM, for toddlers and preschoolers.
6. The city's annual Easter Egg Hunt for youth ages 12 and under will be on April 8<sup>th</sup> at the Morgan Sports Center beginning at 9:00 AM.
7. The Buck Destin Park will be hosting a community yard sale on March 25<sup>th</sup> from 8:00 AM till noon. Anyone interested in selling their belongings can sign up for a fee of \$15 for Destin residents and \$20 for non-residents.
8. The city's strategic partners with Okaloosa Coastal Resource Team deployed and sunk a 191-foot vessel about 16 miles offshore. This public artificial reef will be very beneficial for Destin fishing and diving industries.
9. There have been some media attention on the Sargassum in the Atlantic. The city has been monitoring that issue closely. All parties are involved not only with permits but with public information dissemination, as necessary. The city is working closely with the county. If it becomes a significant problem, there is a plan for swift action.

**5. PUBLIC HEARINGS**

- A. Second reading of Ordinance 23-03-CC - Providing for modifying city code Section 7-21 - Definitions, Section 7-23 - Burial Plots and Mausoleum Niches, Section 7-28 – Tombstone, Monument, and Markers - of the ordinance of the City of Destin Regulating city cemeteries allowing upright monuments on burial plots throughout the Destin Memorial Cemetery Phase II, and restricting sales to only residents and immediate family, as currently defined in the code.

The City Attorney read proposed Ordinance 23-03-LC by title, and then presented it to the city council on second reading.

AN ORDINANCE OF THE CITY OF DESTIN, FLORIDA, REGULATING CITY CEMETERIES; PROVIDING FOR AUTHORITY; PROVIDING FOR MODIFYING CITY CODE SECTION 7-21 – DEFINITIONS, SECTION 7-23 – BURIAL PLOTS AND MAUSOLEUM NICHES; SECTION 7-28 – TOMBSTONES, MONUMENTS AND MARKERS; PROVIDING FOR INCORPORATION INTO THE CODE OF ORDINANCES; PROVIDING FOR CONFLICTING PROVISIONS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

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

**Councilmember Hebert moved for approval of Ordinance 23-03-CC on second reading; seconded by Councilmember Geile. Motion passed 5-0 (Council members King, Hebert, Bagby, Destin, and Geile voted “yes”; Council members Schmidt and Sweetser were absent from the meeting).**

B. Single-Family Residential Marine Construction Proposed at 523 Norriego Road.

The City Attorney asked whether the mayor and any members of the city council have been involved in any ex-parte communication with regards to the proposed project.

Each mayor and council responded that despite the email they received with regards to the proposed project, they feel they can make a fair and balanced judgement tonight.

Next, the City Attorney swore in the following individuals for testimony:

- Building Official Noell Bell
- Senior Planner Daniel Butler
- City Engineer Ryan Scott
- Scott Shackley of William F. Davis Construction
- Robert Champagne, Property Owner – 523 Norriego Road
- Charles Mulle – 521 Norriego Road
- Larry Edwards – 525 Norriego Road
- Pam Edwards – 525 Norriego Road

Attorney Travis Morock, representing the applicant, noted that Seaside Property acquired the property at 523 Norriego Road a few years ago. Since acquiring the property, they have been engaged in a lengthy process reconstructing a single-family residential dock originally permitted in the 1990s. The dock was dilapidated and in bad need of repair. All the required documents and requirements have been satisfied. The project is consistent with the city’s comprehensive plan and land development code. It complies with all city codes and regulations. There is no anticipated effect on the budget as well as on the level of service. There is no legal basis to deny this project. The adjacent property owner’s claim on the basis that the project has a negative impact on the view from his property is not a basis to deny this project and is not superior to his

client's use and enjoyment of their own property. He asked for the council's approval of the project as submitted.

Councilmember Hebert asked whether the property owner applied for a board for board replacement of their dock when they initially applied for a permit.

Attorney Morock replied it was applied for and reconstructed exactly the way it was previously.

Councilmember Hebert pointed out there is a party deck that is being built above the pier that was not originally part of the original pier but is now being added.

Mr. Scott Shackley from William F. Davis Construction stated that the original plan that was submitted to the City of Destin showed that they were taking a 52-foot wide double barrel roof style and converting it to a flat deck under a rebuilt permit. It is the exact footprint replication. It is not a party deck, just an observation deck. The original permit with the City of Destin showed the stairs, the handrail, and the entire flat deck structure. It met all the city's requirements. The city only had an issue when the neighbor started complaining that the project would interfere with their view.

Councilmember Hebert asked staff whether there had been any alterations to the entire deck structure that were originally permitted.

Building Official Noell Bell noted that the board for board permit was submitted in June 2022. When it was issued in November and construction started was when the complaints came in; not that the view was obstructed necessarily but that the work was not being done in accordance with the permit. She went out to the construction site to verify whether the work was being done in accordance with the permit and discovered that it was not, so a stop work order was issued. Since this is a residential dock that was not for a board for board permit because there were changes made, it was then referred to the Harbor and Waterways Board. The Harbor and Waterways Board considered two motions during its meeting; one to approve and the other to deny the application. Both motions resulted in a 3-3 tie, resulting in no recommendation from the Harbor and Waterways Board.

Mr. Shackley noted that their initial application to add a flat deck instead of a roof was based on the Florida Department of Environmental Protection (FDEP) approving it as a rebuilt with a flat roof.

Councilmember Geile stated it is a definite intention change by definition; adding that they cannot put the same material on a roof that they can put on a deck that has foot traffic.

Mr. Shackley maintains that the original dock 30 years ago did not have a deck. It had a very large roof.

Councilmember King stated that he does not understand why this application is even an issue at this time since it meets all the code requirements and is approved by the Building Division.

At this point, the mayor opened a public hearing to receive comments for or against the application.

Mr. Charles Mulle of 521 Norriego Road, a neighbor on the west side of the property, noted that the applicant requested and received a permit for board for board replacement, which has certain conditions including notifying the neighboring properties of the project. He stated that he did not receive any notification. He pointed out that a covered boathouse requires a submerged land lease, and likewise for a boat dock in excess of a thousand feet. He added that the entire original structure was removed and rebuilt. It is all brand new construction that is much larger and not in the same footprint. He objects to the elevated party deck. There are no lavatory facilities. He also learned that FDEP has category stated that this project would require a submerged land lease, in which case would require consent of the neighboring properties. He further stated that he attended the Harbor & Waterways Board meeting where this project was discussed. The Board was deadlocked in both the approval and denial of this project, but not over the issue that this is all brand-new construction and not a board for board construction that was permitted.

Mr. Larry Edwards, a resident of Jackson, Mississippi, noted that they have owned the property at 525 Norriego Road, located on the east side of the property, for 35 years. They do not rent the property. It is strictly a beach house for him and his family. He pointed out that the construction was much larger than was permitted. He stated that he has aerial photos of the property dated 2013 and also in 2015 when it was totally rebuilt. He added there are approximately 40 houses on Holiday Isle and Sandpiper Cove combined, but there are only 5 lots that have a deck above the water. This project would be the largest if it is allowed to be completed. It should require a submerged land lease from FDEP. He pointed out there was an email to the city where FDEP has indicated that a submerged land lease would not be required since this is a board for board replacement. However, since this is a completely new construction, they should be required to have a submerged land lease from FDEP and the consent of the adjacent property owners.

Mr. Will Ellison, 744 Kelly Street, noted that this project meets all the code requirements. The previous speaker is not even a full time resident and has indicated that they use their property as a vacation home. He urged the council not to deny a resident the full use of their property.

Ms. Pam Edwards, a resident of Jackson, Mississippi and owner of the property at 525 Norriego Road, stated that their property at 525 Norriego Road is not just a summer home. She and her entire family spent a lot of time at that house and practically raised their children there. They have owned that home for over 35 years.

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

Building Official Noell Bell noted that the city provided FDEP with all the details of the proposed dock construction as well as all the information submitted to the Harbor & Waterways Board. They informed FDEP that the deck was going to be added. The FDEP responded back stating they will not require a submerged land lease as they considered the footprint to remain the same.

Councilmember Bagby pointed out that the applicant was granted a permit for a board for board replacement. They have a process in place whereby staff approve a board for board replacement. Now that it has been revealed it is not a board for board replacement but a new construction, the aforementioned permit should not even be valid because the applicant would need to go through a different process. This process includes going before the Harbor & Waterways Board and obtaining approval from the city council. He asked if there has been a change in price for the construction.

Ms. Bell noted that the cost remains at \$69,000.

Councilmember Hebert inquired as to the purpose of this dock with a deck being built on an empty lot.

Attorney Morock explained that the lot is currently vacant. The dock is being built so that the property owner can go ahead and store their boat at the property.

Mr. Robert Champagne, the applicant, noted that they have a residence in Destin where he and his family stay during the summer. They are not building a party dock. He purchased two vessels which he intends to store on his property at 523 Norriego Road and launch them from there with his family. He stated that neighboring property owners are in opposition because he is supposedly blocking the view that he paid for. He stated that his neighbors' docks are twice the size of his dock, and so they should tear up their dock if they want a better view.

Councilmember Geile stated whether someone's view is being obstructed is not his main concern. He wants to make sure the exact letter of the law is being followed. He would also like to have the opportunity to read the minutes of the Harbor & Waterways Board meeting to get more details on how the board members came up with the deadlocked votes on this subject. He also noted that as a contractor himself, he knows that when he is building something and some adjustments to the plan need to be made, the permit fees should increase based on the increase in construction costs.

Councilmember Bagby inquired as to the FDEP setback requirements that would trigger a submerged land lease review.

Ms. Bell stated that she is not sure of FDEP's setback requirements. She reiterated that all the details with regards to the dock construction were submitted to FDEP, and based on that information, FDEP determined that the dock is in the same footprint as the original dock and a submerged land lease review is not necessary.

Councilmember Bagby requests a copy of the materials staff sent to FDEP and a copy of FDEP's response to staff be provided to the council.

Senior Planner Daniel Butler noted that a copy of FDEP's response email to staff was provided to the council by the City Clerk prior to tonight's meeting.

Councilmember Bagby stated that he has not read all the materials provided to council that were not part of the original packet. He also stated that the permit fee needs to be re-examined because he feels this is more than a \$60,000 dock. He added he is not willing to make



any decisions on this matter until they are able to review the cost of the facility and obtain answers to all the questions that have been posed tonight.

Councilmember Destin noted that since they are treating this application as a quasi-judicial matter tonight, there should be an expert testimony that could testify whether this dock reconstruction interferes with anyone's riparian rights.

The Land Use Attorney noted that the City Engineer can testify to the riparian rights issue because it was the same issue on another dock that was recently denied by the council. The City Engineer has conducted an analysis on this matter.



Referencing the above exhibit, the City Engineer provided the following information:

- Above exhibit comes from the Okaloosa County Property Appraiser website
- The exhibit shows the overlaps for both properties
- The existing property on the left encroaches about 18 ½ feet into the riparian rights
- The dock that is in question tonight encroaches about 6 feet into the riparian rights. Since it was built about half a foot bigger on each side, the length will be about 6 ½ feet encroachment into the riparian rights.

Councilmember Destin asked when the 25-foot rule on riparian setback came into effect.

Mr. Butler stated he cannot attest as to the date the 25-foot rule came into effect, however, if it is within the 25-foot setback they notify the neighbor based on city code.

Councilmember Destin noted that the 25-foot rule came in after the City of Destin was incorporated in 1984. Structures that were in existent prior to that date should be grandfathered in and not subject to that rule.

The Land Use Attorney stated that structures that fall under that category would be considered legal non-conforming based on the city code.

Councilmember Destin noted that they received testimony tonight that the dock in question, and possibly the docks on either side of it, were in existence before the city's incorporation. Which means there is no riparian issue involved in this case. He recommends verifying all this information and seeking a legal opinion regarding this matter.

Councilmember Bagby opined that if it was a board for board replacement, the grandfathering status should apply; however, a new construction that is not in the existing footprint should fall under the city's current code and existing FDEP setback.

The Land Use Attorney stated that statement would be true under the city's code if it involves a total alteration of the deck.

Attorney Morack reiterated that this project is in full compliance with city codes with city staff's recommended approval. It is consistent with the city's comprehensive plan. All the discussions about what FDEP may or may not do and the riparian rights issue are irrelevant in this case.

According to Councilmember Hebert, this project was brought before the Harbor & Waterways Board for their approval and recommendations to the city council because the stairs and the deck were not part of the original plan.

**Councilmember Bagby moved to table this item to the second meeting in April 2023; seconded by Councilmember Destin. Motion passed 4-1 (Council members Hebert, Bagby, Destin, and Geile voted "yes"; Councilmember King voted "no"; Council members Schmidt and Sweetser were absent from the meeting).**

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

A. Councilmember Sweetser

B. Councilmember Geile

**1. CivicRec**

Councilmember Geile noted that the city currently has a program in place called CivicRec where people can reserve the ballfields. It seems there is miscommunication as the Parks and Recreation staff are being directed by different people into making the reservations for them causing a burden for the staff and creating an unpaid balance on fees.

**Councilmember Geile moved that city staff re-trains the Destin High School on the usage of the city's CivicRec online service in reserving the ballfields and redirects the high school to utilizing that program; seconded by Councilmember Bagby. Motion passed 5-0 (Council members King, Hebert, Bagby, Destin, and Geile voted "yes"; Council members Schmidt and Sweetser were absent from the meeting).**

**2. Parking Fees**

Councilmember Geile asked Mr. John Stephens, a Destin resident and business owner to briefly discuss some of the issues they are encountering in the harbor with regards to the parking fees and parking fee increases.

Ms. Stephens stated that the \$20 parking fee the council recently approved in the harbor will create a burden for employees in the harbor as there are more members of the service community that work in the harbor that do not reside in the city and are not able to take advantage of the free parking passes for residents. This will create staff shortages as the service staff will seek other employment outside the City of Destin. He recommends offering businesses the ability to purchase these parking passes so they can provide them for their staff.

**Councilmember Geile moved to direct staff to come up with parking options for the employees in the harbor, bring it before the Public Works/Safety Committee for their review and recommendation to this council; seconded by Councilmember Destin. Motion passed 5-0 (Council members King, Hebert, Bagby, Destin, and Geile voted "yes"; Council members Schmidt and Sweetser were absent from the meeting).**

C. Councilmember Destin

**1. US Hwy 98 and Stahlman Avenue Intersection / Traffic Corridor Study**

**Councilmember Destin moved for the council to appoint him as the council's liaison to staff and the city's consulting engineer Baskerville-Donovan to help facilitate the US Hwy 98 and Stahlman Intersection/Traffic Corridor Study; seconded by Councilmember Geile. Motion passed 5-0 (Council members King, Hebert, Bagby, Destin, and Geile voted "yes"; Council members Schmidt and Sweetser were absent from the meeting).**

**Councilmember Destin moved to appoint Denise Owen to the Short-Term Rental Impact Committee was seconded by Councilmember Geile and passed 5-0 (Council members King, Hebert, Bagby, Destin, and Geile voted “yes”; Council members Schmidt and Sweetser were absent from the meeting).**

Councilmember Destin requested an update on the Linear Park Design from staff. He expressed concern about losing the city’s legislative funding if that money is not encumbered by October 2023.

Grants/Project Manager Jeffrey Cozadd informed the council that a Request for Qualification (RFQ) has been published and all bid submissions are due on March 30<sup>th</sup>. The city’s Bid Committee will then review the bid submissions and provide their recommendation to the city council for the firm that will perform the work. He also stated that according to FDOT, an extension can be extended if necessary.

Councilmember Destin asked whether the Linear Park design is being segregated from the 98 Palms Extension conceptual design as previously discussed.

Mr. Cozadd explained that the RFQ was written such that both projects can be designed separately or at the same time by the same firm.

According to the City Attorney, the RFQ will provide the qualifications of the companies. The city could then frame the contractor in the negotiation phase. They can then do it as two contracts or one contract split into different sections.

Councilmember Destin expressed concern about mixing the two projects together and losing the funding.

- D. Councilmember Bagby
- E. Councilmember Hebert

Councilmember Hebert announced the Ms. Jennifer Adams, the TDC Director, will attend the next council meeting and provide updates on the Little Adventures and address the two local vendors that will help with the popsicle giveaways this summer.

- F. Councilmember King
- G. Councilmember Schmidt
- H. Mayor Wagner

#### 1. Red Light Cameras on U.S Hwy 98

**Councilmember Hebert moved to direct the City Manager to look at 3-laned portions of US Hwy 98 and use available data in determining whether there are intersections suitable for red light cameras and bringing that information back to the council at the first meeting in July; seconded by Councilmember Geile. Motion failed 1-4 (Councilmember Hebert voted “yes”; Council members King, Bagby, Destin, and Geile voted “no”; Council members Schmidt and Sweetser were absent from the meeting).**

## 2. Annexation - Fact Finder

**Motion by Councilmember Geile, seconded by Councilmember Hebert, to appoint Mayor Wagner as the annexation fact finder passed 5-0 (Council members King, Hebert, Bagby, Destin, and Geile voted “yes”; Council members Schmidt and Sweetser were absent from the meeting).**

## 3. Pickleball Update

Mayor Wagner announced that the Mattie Kelly Arts Foundation and the Destin Aquatic Center are on board in making the pickleball court project come to fruition. A Destin Aquatic representative will attend the next council meeting to discuss some of the details and proposals for this project.

### I. Land Use Attorney

### J. City Attorney

#### 1. Resolution 23-05 - Adopting fees for the purchase of burial plots

**Motion by Councilmember Destin, seconded by Councilmember Hebert, to approve Resolution 23-05 passed 5-0 (Council members King, Hebert, Bagby, Destin, and Geile voted “yes”; Council members Schmidt and Sweetser were absent from the meeting).**

#### 2. The city council to excuse the absence of Councilmember Matthew Sweetser

**Councilmember King moved to excuse the last 3 absences of Councilmember Matthew Sweetser; seconded by Councilmember Hebert. Motion passed 5-0 (Council members King, Hebert, Bagby, Destin, and Geile voted “yes”; Council members Schmidt and Sweetser were absent from the meeting).**

## 7. PUBLIC COMMENTS

## 8. ADJOURNMENT

### ADJOURNMENT

**Having no further business at this time, the meeting was adjourned at 9:15 PM.**

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**Bobby Wagner, Mayor**

**ATTEST:**

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**Rey Bailey, City Clerk**

**MINUTES  
EXECUTIVE SESSION  
CITY COUNCIL  
MARCH 20, 2023  
5:30 PM  
CITY HALL ANNEX COUNCIL CHAMBERS**

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

**Council Present**

|                             |                            |
|-----------------------------|----------------------------|
| Mayor Bobby Wagner          | Councilmember Dewey Destin |
| Councilmember Johnny King   | Councilmember Torey Geile  |
| Councilmember Terésa Hebert | Councilmember Jim Bagby    |

**Staff Present**

Acting City Manager Webb Warren  
City Clerk Rey Bailey  
City Attorney Kyle Bauman  
Land Use Attorney Kimberly Kopp  
Special Counsel William G. Warner

**Others Present**

Liz Klein, Court Reporter

**CALL TO ORDER**

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

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

Mayor Wagner convened the meeting and announced that:

*"This session of the Destin City Council is hereby convened as noticed by publication in a newspaper of general circulation, The Northwest Florida Daily News, on Thursday, March 16, 2023.*

The Land Use Attorney Kimberly Kopp states as follows:

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





The Land Use Attorney continued:

*"I estimate that this executive session will take approximately 30 minutes. At the conclusion of the executive session, the Council will reconvene the public hearing, accept any motions if applicable, and the mayor will end the session."*

Mayor Wagner states that:

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

Individuals whose names are not listed in the published notice left the room and the executive session convened.

Once the closed session ended and the City Clerk has returned, Mayor Wagner states:

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

**Councilmember Bagby moved to authorize increasing the cap for the current legal team by an additional \$120,000 to cover the appeal process; seconded by Councilmember Destin. Motion passed 5-0 (Council members King, Hebert, Bagby, Destin, and Geile voted "yes"; Council members Schmidt and Sweetser were absent from the meeting).**

**Councilmember Bagby moved to engage with Robert Emmanuel of Emmanuel Sheppard & Condon for a cap amount of \$25,000 to assist with the compilation and presentation of attorneys fees and costs; seconded by Councilmember Hebert. Motion passed 5-0 (Council members King, Hebert, Bagby, Destin, and Geile voted "yes"; Council members Schmidt and Sweetser were absent from the meeting).**

ADJOURNMENT:

Having no further business at this time, the mayor adjourned the meeting at 5:55 PM.

**ADOPTED THIS 3<sup>RD</sup> DAY OF APRIL 2023**  
**By:**

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**Bobby Wagner, Mayor**

**ATTEST:**

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**Rey Bailey, City Clerk**

**MINUTES  
WORKSHOP  
DESTIN CITY COUNCIL  
FEBRUARY 23, 2023  
ANNEX COUNCIL CHAMBERS  
6:00 PM**

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

**Destin City Council**

Mayor Bobby Wagner  
Councilmember Johnny King

Councilmember Terésa Hebert  
Councilmember Jim Bagby

**City of Destin Staff**

City Manager Lance Johnson  
City Clerk Rey Bailey  
Parks & Recreation Director Lisa Firth  
Deputy Parks & Rec Director Ryan Reed  
Grants/Projects Manager Jeffrey Cozadd

Deputy City Manager Webb Warren  
Public Information Manager Tamara Young  
City Engineer Ryan Scott  
City Attorney Kyle Bauman

**CALL TO ORDER/PLEDGE OF ALLEGIANCE**

Mayor Bobby Wagner called the meeting to order at 6:00 PM, followed by the recitation of the Pledge of Allegiance.

**PUBLIC COMMENTS**

Ms. Nikki Johnson, a Destin resident and member of the Parks & Recreation Committee, stated that she strongly recommends preserving the park in its natural state as much as possible for the citizens to enjoy; adding that what is being proposed is the exact opposite. They will be paving over their last waterfront piece of property to make room for additional parking. She noted that the Parks and Recreation Committee had previously opposed creating extra parking.

Mr. Jay Howard, a Destin resident, agrees with preservig the park space for the citizens and pedestrians to use rather than converting it into additional parking spaces since the parking lot will only be in full capacity probably 4 weekends out of the year.

**WORKSHOP**

**A. Joe's Bayou Recreation Area Improvement Project**

Mayor Wagner provided a brief overview of the presentation Mr. Pierce Barrett of FDEP gave to the Parks & Recreation Committee at their previous meeting. He stated that Mr. Barrett plans to make another presentation before the city council in March.

**Project Goals: Florida Department of Environmental Protection**

- To develop and improve public access and recreational enhancement to the Joe's Bayou Recreational Area and Mattie Kelly Park and Nature Trail

- These improvements are to include, as budget allows, the following:
  - ❖ Improve access to the existing boat ramp area and access piers
  - ❖ Replace/improve the existing fishing pier
  - ❖ Protect and increase access to the shoreline through the construction of a reef breakwater, removal of existing hard scape
  - ❖ Rehabilitation and expansion of parking areas
  - ❖ Improve the nature trails and viewing areas
  - ❖ Wetland enhancement, pond restoration and improvements to stormwater management
  - ❖ Lighting, landscaping, irrigation, and park amenities (trash containers, benches, interpretive signage)

## **Project Funding**

- Funding provided through the NRDA Final Restoration Plan RP-1
- Total amount allocated - \$12,202,891 (Administration / Engineering / Construction)

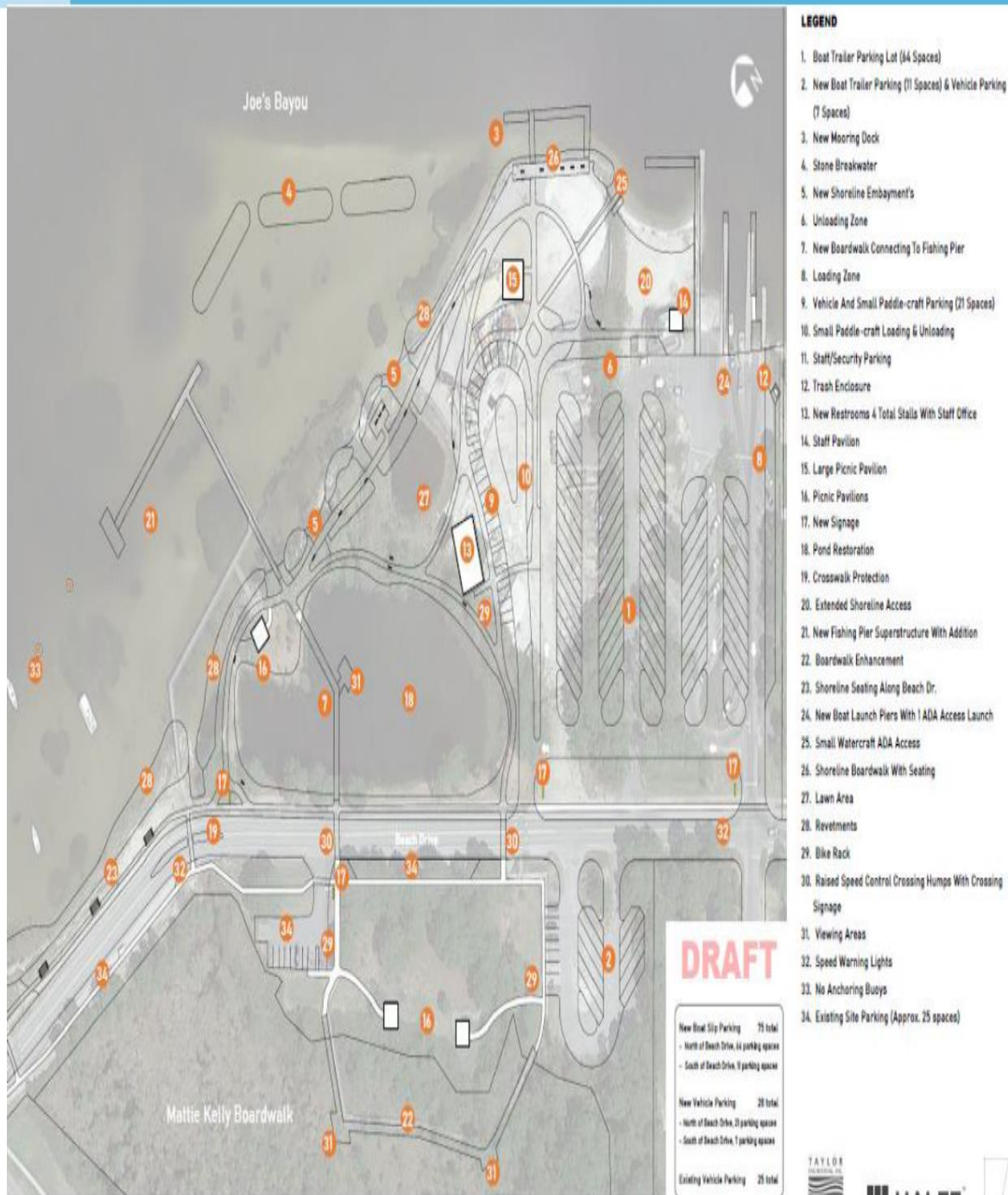
Mayor Wagner stated that they could potentially build a permanent station and a boat slip at Joe's Bayou for the city's Harbor Master as this area could be one of the main access points or areas of operations for rogue vessels that are operating illegally inside the city limits; adding that these are some of the things he would like to see in the final proposal. He asked for the council's initial thoughts on these as well as the following two slides – Project Master Plan and Aerial Overlay.





# Aerial Overlay

## FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION



Joe's Bayou Recreation Area Improvements: Concept Sketch 8.27.2002



Councilmember Bagby stated that he agrees with the previous speakers with regards to returning the park in its natural state; adding he was under the notion that their objective is to have a park and not an additional parking lot. He asked approximately how many extra parking spaces they plan to add.

Mr. Pierce Barrett, professional engineer from FDEP, noted that the aerial overlay can be misleading as there is actually less parking at Joe's Bayou currently. The area to the right side of the picture is the current parking lot area. It has very little parking for regular vehicles. The old CEMEX Plant area next to it is where some improvements will be made to allow for regular vehicles that may bring kayaks. He added that kayaks do not always require a trailer. They can be placed on top or at the back of a pickup truck.

Councilmember Bagby asked whether they plan to convert this into a paid parking lot.

The Deputy City Manager stated that it is basically paid parking if a boat is launched, but the other aspects of parking have not been discussed.

Councilmember Bagby stated that they would need to discuss and make a determination in the near future whether they are charging a fair amount for boat launching for resident or non-resident, and whether they should charge for regular parking.

Councilmember Bagby asked whether the Parks & Recreation Committee has recommended this design for adoption by the council.

Ms. Sandy Trammell, Chair of the Parks & Recreation Committee, noted that a 30% conceptual design was presented to the committee, and that the committee made some minor suggestions. Mr. Barrett informed them of their plan to schedule a workshop session with the public on this project in March.

According to Mr. Barrett, they plan to have a workshop session with the public on March 16<sup>th</sup> with the revision to the presentation they made at the Parks & Recreation Committee meeting addressing some of the comments provided by the committee, and possibly incorporating some of their recommendations into the plan. He also stated that anything dealing with the operations of the park – i.e., allowing/disallowing dogs or charging/not charging for parking – is outside of their scope. That decision belongs to the city.

Councilmember Hebert wants to make sure parking spaces for any truck/trailer combinations are specified and to make sure they can accommodate the length of these vehicles.

Councilmember King asked whether there is a way to put in a washdown area for boats. He stated that there is a big demand for it although it is understandable, they would not be able to accommodate everybody on a busy weekend.

The mayor stated that the staff/security parking area may be a place to put in a washdown area if they limit it to a maximum of 2 or 3 parking spaces for the Joe's Bayou staff and the Harbor Master. He added that he would like to see a code enforcement office or outpost with cameras for the Harbor Master in the staff pavilion just to show they are taking a proactive approach to keep people accountable and help deter illegal operations in that area.



Councilmember Bagby wants to make sure they consider the safety aspects as they progress along with the plan. He stated there will be pedestrians, swimmers, people on paddleboard or non-motorized equipment, Jet Skis and small and large boats. He recommends keeping these groups segregated to avoid putting anyone in a predicament.

Next, Councilmember Bagby addressed the drainage issue. He wants to make sure they seriously consider where they are putting their parking and how they are draining that parking to avoid oil and other substance from vehicles going straight to the bay; adding that the water needs to be treated before it goes to the bay.

According to Mr. Barrett, his agency has the stormwater permitting process that would be completely reviewed. They cannot permit the water from the parking lot to be discharged directly into open water. He continued that the entire area called Mattie Kelly Park is a jurisdictional wetland, and that it is properly designated on the plan so that buildings cannot go into those areas. He added that any stormwater associated with the redevelopment of the park will be properly treated and permitted.

Councilmember Bagby stated that although he agrees that putting in a washdown area for boats is important, it will be the main source of water containing the most harmful substance that will be discharged from this site and therefore needs to be properly treated. He added that he will agree to incorporate that area into the plan as long as it is sustainable.

Mayor Wagner noted that the bottom area of the map showing proposed location of the Mattie Kelly signage is the Beach/Benning circle which has probably the most used sidewalk for people as far as walking their dogs and pushing strollers. Placing a dog/pedestrian drinking station there would be a nice feature to promote that connectivity and mobility.

The City Manager commented that it has always been the city's goal to maximize the open space on the water side for passive recreation. If they needed to maximize the area on the other side for parking it would be a great idea to keep a lot of grass for the majority of the year and then during the busy weekends and during festivals to allow parking on the grass area, with special permission from the council.

Councilmember Bagby would like to know how many parking spaces, short and long, they have out in the park when the plans come back.

## **PUBLIC COMMENTS**

Ms. Nikki Johnson recommends eliminating the walkover on the water as it is a designated wetland according to the map. She continued that one of the problems they have with Mattie Kelly is all of the trash being thrown in that area. They cannot just go in there to pick them up because it is a wetland.

Ms. Johnson also pointed out that a council agenda item dated February 12, 2019 contains the following statement:

*"During the August 6, 2018 council meeting, the Parks & Recreation Committee presented the following recommendation to Council: 'Consensus by the committee to*

*recommend to the City Council that when the Joe's Bayou recreation area is expanded, to authorize the addition of an on-leash dog friendly area."*

Ms. Johnson continued there are very few parks in Destin that are dog-friendly, and that there are none that have water access.

Mr. Michael Thompson, a Destin resident, stated that he is an avid boater and frequent user of Joe's Bayou Boat Ramp. Currently, one of the biggest problems is that there is nowhere to park boats when they come in. They have people parking along the existing piers blocking the ramp with their boat, which is a nightmare especially on a busy weekend. He stated that he supports putting in additional parking for boats.

Mr. Claude Newlin, a Destin resident, pointed out that there is currently a small building and restroom located in the area of the map labeled "staff pavilion." He stated that the individual collecting fees will need more than a pavilion to protect them from electrical storms they usually experienced at summertime. He also recommends keeping the restroom facility so that it can be utilized by people launching their boat.

According to Mr. Barrett, the original proposal was to remove the existing structure and replace it with a new bathroom facility, which is currently shown in the 30% plan. He continued there were comments during the Parks & Recreation Committee about the need for the restroom facility to remain at its current location. That issue is currently being discussed. If the current facility remains it will affect the parking area as the parking area is expanded based upon the removal of the facility. He also stated that the new parking lot layouts will provide for staging areas for boats coming in and exiting the area. He added that the current facility does not meet the current flood standard. He added they would take it into consideration if that is the will of the council, but if the existing building remains, it will not match the new architectural style of the park.

Mr. Newlin also stated that putting in a washdown station for boats would be quite useful, but it could also create a bottleneck, especially during a busy weekend if not properly constructed and have some measure of control.

Ms. Tammy Weidenhamer, a Destin resident, recommends moving the paddle boarding area stating that as an avid paddle boarder, she does not feel this sport mixed well with the boats.

Mr. John Stephens, a Destin resident and livery operator, recommends having more non-overnight and non-commercial transient slips as they can expect more people coming in by boats to get to the park. He also recommends having swimming platforms for children in the swimming area.

Mr. Chatham Morgan, a Destin resident and business owner, stated that before they make significant changes to the parking lot, they should review the data that show how often current parking lots are at full capacity. He stated that from August to Memorial Day, the parking lots are nowhere near full capacity at all. He would not want to see the city sacrifice a lot of green space, playground for kids, or on-lease dog park for a waterfront parking lot that sits empty a large percentage of time.

## **ADJOURNMENT**

Having no further business at this time, the meeting was adjourned at 7:30 PM.

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**Bobby Wagner, Mayor**

**ATTEST:**

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**Rey Bailey, City Clerk**

**MINUTES OF THE  
HARBOR AND WATERWAYS BOARD MEETING  
DESTIN CITY HALL, FEBRUARY 27, 2023 - 5:30 P.M.**

**1. CALL TO ORDER:**

Chairman Hoey called the Destin Harbor and Waterways Board meeting to order at approximately 5:30 p.m. on Monday, February 27, 2023, at Destin City Hall, with the Pledge of Allegiance immediately following.

**2. ROLL CALL:**

**Member Present:**

John Stephens  
Jim Green  
Richard Hoey  
Guy Tadlock  
Bill McKissick  
Jerod Hayden

**Members Absent**

Casey Jones

**Staff:**

Kim Montgomery Deputy City Clerk  
Steven O'Connor Principal Planner  
Kyle Bauman City Attorney  
Steven O'Connor Principal Planner  
Daniel Butler Senior Planner  
Danny Sullivan, Code Compliance

**3. APPROVAL OF MINUTES:**

➤ **January 23, 2023**

**Board member Tadlock moved to approve the minutes of the January 23, 2023 as written, with Board member Green providing the second; the motion passes with a 6-0 vote.**

**4. PUBLIC COMMENTS:**

**5. NEW BUSINESS:**

**A) Single-Family Residential Marine Construction Proposed at 4136 Belcourt Dr (PARCEL ID: 00-2S-22-4600-0000-0020).**

**Motion by Board member Green, seconded by Board member McKissick with Board member Hoey providing the second.**

Board member McKissick asked if the self-certification was also with the city. Mr. O'Connor explained that the city does not issue self-certifications.

**The motion passed 6-0.**

**B) Single-Family Residential Marine Construction Proposed at 783 Bayou Dr. (PARCEL ID: 00-2S-22-1320-0007-0000).**

Mr. Willis provided the members that this applicant requests Harbor and Waterways Board approval for single-family marine construction located at 4136 Belcourt Dr, located within

Choctawhatchee Bay, a Class II Florida Waterbody. The application includes the proposed construction of One (1) 71' x 4' access pier, one (1) 14' x 12' terminal platform, one (1) 14' x 4' step-down platform, one (1) 16' x 4' access walk, one (1) 32' x 3' catwalk, one (1) 32' x 13' covered boat lift one lift and one (1) 15'x1' roof overhang, comprising a total of ± 1,099 square feet. The proposed marine construction project meets the following requirements of Section 11.05.00, City of Destin Land Development Code (LDC),

- 11.05.01.A – Construction of new dock
- 11.05.01.F, 11.05.01.G, and 11.05.01.M – Length of the pier
- 11.05.01.N – Slip density
- 11.05.01.S – Notifying adjacent property owner if project is proposed within 25' riparian setback.

Board member Green questioned if there is a requirement for an ariel view map to be submitted to show the riparian lines. Mr. O'Connor explained only if staff needs additional verification of the location of where the dock is located. In this case the dock is shared with the adjacent property owner so one is not necessary.

Board member Tadlock asked why a submerged land lease is not included in their review. According to Mr. O'Connor, the applicant has met the minimum requirements for a self-certification application per State Statutes and once they obtain their permits from the State, if necessary, staff will request for one to be provided at the at the Marine Construction permitting process for the building permit, but not at their level. He reminded the member again, that the old language is now preempted by the State and they nor Council cannot hold their approval for that reason. Additionally, if the request is changed and is different than what they reviewed, it will have to go through their review process again.

Chairman Stephens opened the public for comment, with no one commenting he closed the hearing and called for a motion.

**Motion by Board member Green, seconded by Board member McKissick 5-1 with Tadlock dissenting.**

**B) Single-Family Residential Marine Construction Proposed at 523 Norriego Rd (PARCEL ID: 00-2S-24-2186-000F-0060).**

Mr. O'Connor approval for single-family marine construction located at 523 Norriego Rd, located within Destin Harbor, a Class II Florida Waterbody. Currently, the site and structural plans do not match. The site plan provided by the applicant shows the correct width dimensions of 54' wide. However, the structural plans provided show an incorrect width of 52' but include the stairs

and handrails that are part of the project. The stairs and handrails are not included in the site plan. The application includes the proposed reconstruction of one (1) ±1,406 square foot dock and the new construction of one (1) 1,400 square foot upper deck, one (1) 120 square foot staircase, and 210 linear feet of handrails, comprising a total of ± 2, 926 square feet.

The proposed marine construction project meets the following requirements of Section 11.05.00, City of Destin Land Development Code (LDC),

- 11.05.01.A, 11.05.01.B – Construction of new dock
- 11.05.01.F, 11.05.01.G, and 11.05.01.M – Length of the pier
- 11.05.01.N – Slip density
- 11.05.01.S – Notifying adjoining landowners when a dock is placed within 25-foot riparian setback

He then provided the members with the background information explaining that initially the request was for a board for board approval, however, staff was made aware of some significant changes to the project after a complaint and it was determined that the request was not a board for board replacement and a stop work order was issued. In the site visit, it was determined that the applicant would be required to come before this board for review and a recommendation to Council's for approval. In staff's review, it was determined that the covering now is only for one of the slips and not both but because the applicant is now wanting an upper deck, the applicant was required to come before the board for a recommendation. Additionally, the request is now for less square footage than how it originally was built. Staff allowed the contractor to continue construction, but they cannot add the stairs and the railings until they get their approval. However another complaint was received saying that the dock exceeded what was originally approved a total width of 52 feet wide, staff went out, we measured it. It was 53 ft. So at that point staff, issued another stop work order and required them to resubmit and update their harbor waterways board application to now reflect a 53 ft wide dock, that application was updated. So, they've updated it, and now, that's where we're at right now.

The Chairman opened the hearing to the public.

Mr. Chuck Mulle of 521 Norriego Road spoke of how the construction for a board for board has turned into much larger and has moved from the original location. He spoke of the requirements that he had to follow for his marine construction and why this project does not have to follow the same guidelines.

Mr. Larry Edwards 525 Norriego Road on the east side spoke of not being notified of the construction and happened to be in town to check on his property from the freeze and saw the construction, he spoke of a letter he received from the city about this Harbor Board meeting. He handed out pictures he's taken of the project and spoke of how its substantially different than what



used to be there, how it now blocks all his views and has devalued his property and asked they take that into consideration.

Board member Green pointed out that there is comments about their views being blocked but looking at the aerial view of the project, both adjacent property owners have both large boats and covered boat slips that are further out than this request. Adding that he is all about projects being correctly built to code but at the same time, he is also all for property rights of the owners. If it's not being built to Code and has to be torn down and rebuilt, is where the satisfaction of the code applies and is why they are sitting up on this board, to ensure that it's built to code correctly. Additionally, the motion with the conditions is what that's ensuring and denying is not something they're supposed to do, their job is to approve to code or rectify to code, and he is not going to deny anything that can be rectified to the code requirements.

Mr. O'Connor explained to the board members that the reference to having to get adjacent property owner's approval for marine construction requests is old code and was preempted by the State so a property owner's rights to construct his property can no longer be determined by approval of the neighbor, if it meets code. That does not prevent input from the adjacent property owners and the new code requires if the project is within the 25-foot riparian lines. It does not require them or the city to do anything other than providing the letter to them stating that the request is within the 25-feet of the riparian line and their comments are highly encouraged.

Scott Shockley, the contractor for the applicant, spoke how the project is a rebuild permit, not new construction and board for board is a rebuild to the original dock within the same footprint. He explained the majority of the issues stems from a clerical error in the beginning where the original drawing showed an open bay, was supposed to be 21' inside the piling not 23' outside and those pilings were removed, and their fight is changing out what was originally a barrel roof over both slips for an observation sundeck over one slip and a handrail. The two pilings that the boat in question is tied to are temporary and will be removed and the boat will go into the slip once the construction is finished. He spoke of how anywhere on Holiday Isle there are docks with boat slips that block the views of the water to the adjacent property owners and it is not wider or longer than what is allowed and there is no submerged land lease.

Board member Tadlock asked if the submerged land was never renewed? Mr. Shockley explained there never was a submerged land lease for this particular property. Mr. Tadlock pointed out that this is one of the legal nonconforming docks he's spoken of in the past and how at the end of the life of the structure they would have to be brought into compliance. He also mentioned how staff has stated in the past, if the noncompliant structures are destroyed by a named storm and the permit is not applied for within 6-months they would be null and void and that fact was considered at the beginning of this request but has been dropped and asked for an explanation.

Mr. Theodore Martell of 202 Sibert Avenue spoke of also being the contractor for the job and talked about how they removed and replaced the piles in the exact locations and how they measure. He spoke of how the clerical error that his son-in-law mentioned earlier was the first issue that was corrected. He also spoke of how the original request was to cover the entire areas but the owners chose to just put in the 25' wide roof over part of it with the sundeck on top in reality, on an environmental standpoint, what they are reducing half the size of the roof that was there and the building is by far less of an impact than what was originally built. He also mentioned that the impact on the views happens all along the harbor and how if you buy 100-feet, you get a 100-foot view and if you wanted 300-feet, you should have bought 300-feet.

Pam Edwards, 525 Norriego spoke of her only concern being that of her view and her main concern is how tall it is, and it's not even finished yet. She and all she enjoys now is sitting on her deck reading and watching the boats go by. She also spoke of how they didn't mind the construction workers parking on their driveway while they were not at their house but in turn had the sheriff department go through their garage when her husband was issued a no trespassing.

Chairman Stephens closed the public portion of the meeting.

Mr. O'Connor spoke of an email that was referenced earlier that he received last year from the FDEP and referred the members of the board to the end of their packet, the last page, that was sent to himself and the Building Official, Noel Bell explaining how they received the complaint of the dock at 523 regarding the dock rebuild and after their investigation, and the information and application that he supplied to them in an email for their review, they determined via email response that based on the email they received in regards to the repair and the amount of time that the dock has been in existence, they were not going to pursue enforcement related to complaint received. Additionally, Mr. O'Connor explained that he specifically asked if the dock would be required to obtain a submerged land lease and he was informed that since the dock was previously in existence since the 80's, it's considered grandfathered and would not. Furthermore, although the request was not specifically a board for board replacement, staff found that based on the complaint received, it was investigated, and a stop work order was issued. All proper procedures were then followed to bring the dock into compliance with city code, and based on staff's review, staff recommends approval of the request.

Board member Green asked that the concern with the riparian lines and asked if the original dock was built in the 80's and was approved.

According to Mr. O'Connor, he cannot speak to what was originally approved and what the adjacent property owners did. The fact that they have records that the dock has been in continuous use and the State has records or they have declared that it has been in continuous use. The city does not require a 25-ft set back of riparian lines and are only required to notify the adjacent

property owners that there is a project within the 25-ft. riparian lines and to come in and provide feedback for the board to consider. There is nothing in the code that states the dock has to be 25-feet from the riparian lines.

Board member McKissick asked that if this project was new construction and the way the drawings stand now, would it pass city code.

According to Mr. O'Connor, since there is no LDC requirement for a 25-foot setback, and with only the slip density and dock length requirement in the Marina Siting, it does meet code and would have to go through this process. Additionally, with the new categories that they will be reviewing for implementation into the new code, this would be considered a Category Two dock, because it is a residential dock that exceeds 1,000 square feet, it would be brought before this board for a recommendation to City Council.

Board member McKissick then asked for clarification that this is not a request for repair, this is a new dock, and wouldn't it have to start from scratch for a new approval?

Mr. O'Connor explained that is essentially, that is what this process is, that they are reviewing and the same process.

Board member Hayden asked the pictures included in their packet are the original dock prior to construction being done.

According to Mr. O'Connor, the pictures provided by one of the public speakers shows the roof structure covering the slips and is the location of the future deck and is what the applicants are requesting.

Board member Green asked Mr. O'Connor if it is the city's findings that there are no new pilings beside the ones on the side and that the new staircase is the change in slip cover to a deck from a corrugated roof.

According to Mr. O'Connor, it initially was submitted as a marine construction permit as board for board, and in a board for board, they are allowed to repair and replace everything, as long as it's in the exact same spot. It was determined based on investigation from a complaint that staff received that it was not, and once that complaint came in and was investigated, it was deemed no longer a board for board replacement and, is why it is now before them at this meeting.

**Motion by Board member Green, seconded by Chairman Stephens, to recommend Council approve the request for residential marine construction proposed at 523 Norriego Road subject to the following conditions:**

- 1) **The submittal of State approval or exemption for the expansion of the project.**
- 2) **Payment of the Net Positive Environmental Benefit (NPEB) per LDC Section 11.05.02.N., to the Community Development Department before the Stop Work order is released and a Certificate of Completion is requested.**
- 3) **Resubmittal of both the Site Plans and Structural plans showing no discrepancy in square footage before the Stop Work order is released.**

**The Chairman asked if he would consider adding the removal of the temporary pilings. Board member Green added the fourth condition of;**

- 4) **And the removal of the temporary pilings in place before the Certificate of Completion is issued.**

**Board member Hayden provided the second.**

According to Board member Hoey, what we have is an old dock that basically as it's being built now, and it's been modified, and asked if its going through the process now as new construction or a rebuild? According to Mr. O'Connor, at this point, it is it's going through the process as a new construction.

Board member Hoey then stated that according to our code and because of that, a rebuild in the same place, same dimensions, and it's grandfathered in that the setbacks and everything has to be where they originally were. If it didn't have 25 feet when it was originally built, but it has to go back in the same place, that's one of the terms of a rebuild. He then referred to Paragraph S, "That no dock or vessel shall be placed within the 25-foot setback of property, line, without providing prior, written notification to the adjoining property owners and requesting the response, he asked if that has been done.

Mr. O'Connor confirmed that statement and directed their attention to the adjacent property notification letters in their packet, which was also referenced in public comments and is #7 in their packet.

According to Board member Hoey, based on that, they do have some leverages and any objection received from the adjacent property owners will be considered by this board. Therefore, this board needs to recognize, we treat this as brand new unbuilt construction. So personally, I'm going to view this as if we're going to approve or disapprove something that's not even going into the ground yet. Additionally, the adjacent property owners have a determination that can or cannot influence my decision. Therefore, that is how I am going to interpret this, and going forward, I am glad you showed up today.

Board member Tadlock stated that he could not support the recommended motion for approval based on the fact that the project is within the 25-foot of the adjacent property. **He then made a**

**substitute motion that no further work is done on this until the required FDEP and Army Corps of Engineers approval. The motion died for lack of a second.**

Mr. O'Connor reminded Board member Tadlock to the very last email from the FDEP that they're not going to do pursue the case any further.

Mr. Tadlock then stated he is not clear on what the neighbor's complaint was.

Mr. O'Connor explained the complaint is what was discussed earlier in this hearing, during the public comments by the adjacent property owners. Additionally, there will be no further requirement by the State for approval or the ACOE for that matter.

The City Attorney suggested Mr. Tadlock that he could make the motion for denial of the request.

According to Board member Tadlock, he feels that it is over the purview of this Board based on what they have heard and everything that they have seen and **made the alternate motion to recommend the City Council deny the request for the single home marine construction located at 523 Norriego Road with Board member Hoey providing the second.**

In discussion, Board member Hoey stated that part of this discussion has to focus on the fact that it went to the FDEP is a rebuilt and rebuilds at the DEP's level require that it go in the same place, in the exact same place. However, they consider this as a rebuild so, they don't have much to say about the setbacks.

Board member Green spoke against the substitute motion for reasons because if the city and is looking at this as a new build and pointed out that all of their concerns will be met through the new build process. He went to say that by denying the person the ability to develop their land as the adjacent property owners had their ability to develop their land, is hypocritical. He stated that what you're basically doing is, you're going to deny this person and basically going to make them, if the City Council denies this permit, they have got to remove everything and then they would have to start from scratch. He asked Mr. O'Connor if is that accurate?

Mr. O'Connor stated that he could not speak to the actions of what could or could not take place. However, based on the FDEP's email, the State is not looking at this as a rebuild. They did an investigation; they investigated the complaint for 11 days and determined there's going to be no action on their end.

Board member Green stated that he does not agree with denying the applicant the ability to correct the situation. He spoke of how staff took the appropriate steps and they have brought

this as a new construction, which adheres to the code and has addressed the riparian lines and, they have corrected the project by it not being a board for board. He then stipulated that he does not support the substitute motion, he supports his motion for approval with the four conditions outlined.

The Chairman pointed out that even if this does get passed by this board, it still has to go through the building permit review, and everything will get corrected at that level.

Mr. O'Connor pointed out that currently everything is correct and meets the code requirements. The adjacent property owner notifications were sent out to the adjacent property owners. They are present and have made presentation in the public hearing portion of the meeting, and what they are considering is, if the dock slippage and density meets code and if the length meets code, which it does.

**The motion failed 3-3 Board members Stephens, Green and Hayden dissenting and Tadlock, Hoey and McKissick voting yes.**

The original motion to approve the request is now on the floor for a vote, **the motion failed 3-3 with Board members Stephens, Green and Hayden voting for the motion and Board members McKissick, Tadlock and Hoey dissenting.**

According to the City Attorney, the project will go forward to City Council without a recommendation from the Board.

**C) Single-Family Residential Marine Construction Proposed at 525B Calhoun Ave (PARCEL ID: 00-2S-22-0630-0000-193D).**

Mr. Willis explained to the members the project request is for requests Harbor and Waterways Board approval for single-family marine construction located 525 B Calhoun Ave, located within the Choctawhatchee Bay, a Class II Florida Waterbody, Prohibited Shellfish Harvesting Area. The application includes the proposed construction of:

One (1) 110' x 4' access pier, one (1) 20'x 8' terminal platform, one (1) 16'x4' access walk, and one (1) 32' x 3' catwalk, comprising a total of ± 760 square feet. The proposed marine construction project meets the following requirements of Section 11.05.00, City of Destin Land Development Code (LDC),

- 11.05.01.A, 11.05.01.B – Construction of new dock
- 11.05.01.C, 11.05.01.D – Waste Disposal into the Harbor and Waterways of Destin
- 11.05.01.F, 11.05.01.G, and 11.05.01.M – Length of the pier
- 11.05.01.N – Slip density

and staff recommends approval of the request.



Chairman Stephens opened the public for comment on the request, with no one commenting, he closed the public portion and turned the discussion over for comment or a motion.

**Motion by Board member Green, seconded by Board member McKissick that the Harbor & Waterways Board recommend City Council approval of the single-family marine construction project located at 525 B Calhoun Ave, subject to the applicant meeting all applicable City, State and Federal permit requirements. The motion passed unanimously.**

Board member Tadlock asked if the two existing dock shown in the photograph are to be removed. According to staff, the dock in question belongs to the adjacent property.

**6. BOARD MEMBER COMMENTS:**

➤ **Chairman Stephens –**

- Field Contingency Oil Abatement Plans

Lt. Steve Browning of the Marine Safety Detachment Supervisor in Panama City spoke to the members how they cover the area from St. Marks to Navarre Bridge performing vessel inspections and illegal charters, and how they work closely with the FDEP and the EPA for the coastal waters in regards to pollution. He further explained their duties and the requirements of the law on how if anyone is to witness a chemical or oil spill on the local waters, and the requirements that vessels are responsible to have on board in case of a spill.

ENS Blackwell who leads with all aspects of pollution in the local area spoke of how there are not any facilities in Destin that hold anything more than 10,000 gallons by regulations. He recited all the requirements of the EPA that even the smaller fuel facilities have to follow. He spoke of the notification requirements for terminal facilities and the operators of vessels being in the middle of their jurisdiction, depending on the time of year, it could take hours to get to the incident because of traffic delays. In regards to gasoline discharge the product is too volatile to boom and is better to let it spread as it will get taken care of by nature, but diesel fuel, especially marine grade that has the red dye is different and there is on water recovery that can be done, and the Coast Guard is the lead investigative agency for those. He pointed out that that a person could be liable to up to \$55k a day per offense if they have to come in and hire a contractor to clean up the spill.

Board member Tadlock questioned the requirements for at home deliveries of motor fuel and the procedures to take if there was a spill. He provided background information of a spill that took place in the harbor several years ago and how it got out of control because there was no one to contact locally and nothing was done in enough time to contain it. ENS Blackwell replied that any oil spill that enters the water and causes a sheen, by law has to be reported and anyone that makes a report to the National Report Center has to leave their name and contact information however, that information is protected by the National Privacy Protection Act. He also spoke of how the Coast Guard for the first time is in need of manpower and they are offering cash incentives to their recruiters and the public to get people to join and how if they

can, he wants to have 5 new personal at the Destin Station so that they can have a team on hand to respond to incidents.

**Motion by Chairman Stephens to recommend to Council that the city Florida's DEP Fuel Contingency Plan standards for all businesses, if they sell fuel or have their own method of fueling on the property. Board member Green provided the second for discussion.** In discussion, Board member Green stated that he feels that it should have the ability to be contained within their adjacent fueling facility area of where its pumped. Chairman Stephens added to his motion the following, **five times the length of the largest vessel expected to utilize the facility on property.** Mr. Tadlock asked if their objective is to ensure that the entire area including any slips that could be contaminated is boomed. Board member Green provided an example of being 5 times the size of the Buccaneer Boat at Harbor Walk or the Destiny at the Fishing Co-op. Board member Green spoke of how important water quality is for everyone as well as this board and the Harbor Capacity Committee and supports the motion.

Mr. O'Connor provided the members information from Article 4 of the Comprehensive Plan, Public Participation, which is where the boards power comes from, which reads, *"Recommend the current Comprehensive Plan for future growth, development, and restoration of the harbor and waterways of Destin, and amendments thereto, which will upon adoption by City Council be incorporated into the city's Comprehensive Plan. Review of other public and private studies and recommendation of merit by the board are encouraged."* He then spoke of the Harbor Capacity Study is awaiting the soon to be released draft of the study conducted by the ACOE and their recommendations. Once they get that, they will review and discuss, this board will also get it to review and make specific recommendations. Mr. O'Connor then asked the members if they are aware of the Florida Clean Marina Program and recommended that they all go to the website and read it, noting that he feels it is 100% inline with the powers of their purview to implement recommendations for a clean harbor and waterways simply by Destinizing it by making simple word changes.

**Chairman Stephens called for the vote and the motion passed unanimously 6-0.**

The Chairman then asked Mr. Sullivan if there is a way to get his department to find out if there is a way that they can follow up with the livery vessel companies to ensure that they are all following the same fueling methods when they submit their application. Adding that he wants to make sure that what they are saying on their application, is exactly what they are doing, and writing on their application, getting gas at marina, as one of the applicants wrote, is not acceptable.

Mr. O'Connor explained that both the Planning Division and Code Compliance will work together to ensure that the applications for livery vessels are filled in correctly and have all the proper information provided. There was additional discussions regarding what all needs to be included in the application process and what staff will require to be included in the applications before being reviewed and approved.

The Chairman stated that he would like to get a follow up from Code to verify the business has proper equipment and to verify the necessary restrictions are in place, such as no smoking stickers and proof that the fire extinguishers are inspected, when and by whom.

Mr. Sullivan assured the Chair that he and his department will look into a prevention plan and provide an update at a future meeting.

➤ **Board member Tadlock** – Asked in the event that an application goes forward with or without their recommendation, does the Council get the minutes. The Clerk explained that when the minutes are finished, the drafts are placed on the next Council’s Consent Agenda for their review.

**7. ADJOURNMENT:**

With there being no further discussion, the meeting adjourned at 7:15 p.m.

Adopted and approved this \_\_\_\_\_ day of \_\_\_\_\_ 2023.

\_\_\_\_\_  
John Stephens, Chairman

\_\_\_\_\_  
Kim Montgomery, Deputy City Clerk

**MINUTES OF THE  
PARKS & RECREATION COMMITTEE  
MEETING DESTIN CITY HALL BOARDROOM  
FEBRUARY 28, 2023 MEETING - 4:00 PM**

**1. CALL TO ORDER:**

Chairwoman Trammell called the Parks & Recreation meeting to order at 4:00 p.m. on Tuesday, February 28, 2023, in the Destin City Hall Annex Chambers with the Pledge of Allegiance immediately following.

**2. ROLL CALL:**

| <u><b>Members Present</b></u> | <u><b>Members Absent</b></u> | <u><b>Staff Present</b></u>          |
|-------------------------------|------------------------------|--------------------------------------|
| Sandy Trammell                | Leslie Schmidt               | Kim Montgomery Deputy City Clerk     |
| Nikki Johnson                 | Isaac Birch                  | Lisa Firth Recreation Director       |
| Daniella Piper                |                              | Ryan Reed Dep. Recreation Director   |
| Lisa Mason                    |                              | Michael Baird Parks & Rec Supervisor |
| L'Rena Anderson               |                              | Webb Warren Deputy City Manager      |

**3. AGENDA APPROVAL:**

**4. APPROVAL OF MINUTES: JANUARY 22, 2023**

**Motion to approve the January 22 meeting minutes as written was made by Vice Chair Piper with Chairwoman Trammell providing the second. The motion passed 4-0.**

**5. PRESENTATION:**

➤ **Tarpon Beach Access 30% Plans**

Mr. Warren provided the members with the 30% design plans for the beach access at Tarpon Street, explaining the details of the parking spaces for both cars and low speed vehicles, and pavilion designs, as well as the plans for the view corridors.

Chairwoman Trammell recommended that they turn the pavilions and the bathroom buildings vertical so that would open up more of the view corridors. She also suggested pavers be put down where the LSV parking is located to allow for better drainage, noting that if there is a significant rain event she doesn't see how the stormwater could be held in what is shown and does not want to risk it overflowing down onto the beach.

Mr. Warren spoke of how that is a great idea, and no one has suggested repositioning the pavilions and bathrooms, which could potentially allow for 20 more feet of the view corridor.

Committee member Johnson asked if the parking would be pay to park. Mr. Warren explained the interlocal agreement the city signed with the county does not allow for charging for parking, because county funds are being invested in the project. However, the street pay to park will be maintained and the locals can use their passes for those.

➤ **Shore at Crystal Beach**

Mr. Warren explained this is the property the city obtained and is the one on the east side of the big white house they were unsuccessful in obtaining so, presently, because of the size, it will be turned into an LSV parking only lot for beach access. Adding that the building may also be able to be changed to a vertical one as to open up the view corridor.

**6. OLD BUSINESS:**

➤ **Adopt-a-Park**

Mrs. Firth explained staff is seeking their feedback on the information they were previously provided and asked if they are agreeable with it as it is, or do they feel it needs additional information added.

Chairwoman Trammell stated she feels the safety guidelines and the release form needs to be included or at the very least, ensure that they are included when they hand the information out to the public. Additionally, the point of contact person and the phone number should also be indicated on the first page of the initial form.

**Motion to approve the Adopt a Park program with the discussed changes made to the form was made by Committee member Johnson with Vice Chair Piper providing the second. The motion passed unanimously.**

**7. NEW BUSINESS:**

➤ **Murals**

Mr. Reed explained that City Council approved Destin High School to create a mural for Royal Melvin Heritage Park. Adding that so far nothing has been finalized at this point and as information progresses he will keep them informed.

The Chair spoke of how she found out the FPL would not allow for murals to be added to their utility boxes because they offer a certain number of wraps. She then spoke to the member of her idea to have the fabric covering on the fencing at the Morgan Sports Center at the Children's Park to have murals added to it, similar to what was done to the fencing that surrounded the construction site of the Emerald Grande while it was being built.

➤ **Park Inspection Assignments**

There was a brief discussion regarding changing up the assignments so that everyone could have their assignments closer together to make it easier on each of them getting to their locals. Each member reviewed and picked the parks they would review.

Chairwoman Trammell asked if staff would make the document fillable so they could go to the form and input their information.

➤ **Agenda Publishing Timeline**

Mr. Reed informed the members that he is working on getting them the information in a timelier fashion and asked the members to do the same regarding any subjects they may want to add to the agenda for discussion.

Mrs. Firth added that the deadline for items to be added to the agenda will now be the Wednesday before the meeting, so that everything can be added and it can be broadcasted out by the Friday before their meeting. Adding that this allows for staff members, who are responsible for reviewing, approving, and disseminating the agenda, time to do so.

**8. MEMBER COMMENTS:**

**Committee member Johnson** – Spoke of how the Joe's Bayou Park plans has deviated quite a bit from the original plans that was presented to this committee a few years ago before the pandemic. She spoke of how important it is that the members understand the language in the grant proposal and the reason why the city is building the park. She explained that the grant came about from the money distributed after the oil spill and it has very specific reasons on how the money is supposed to be used. Reading the top five goals of the grant being:

- To enhance public access to natural resources for recreational use such as fishing or boating with a combination of ecological restoration and creation of infrastructure access in useful opportunities.
- To enhance recreational experiences to promote environmental stewardship and education.
- To create and restore and enhance the coastal wetlands.
- To restore or survey habitat.

She spoke of how she feels that what was brought back to them are not the goals of what was set forth to do and what was presented to them when the Lance Johnson came before the committee and spoke to them in 2018 timeframe. She spoke of how he informed the committee that 80% of the park had to stay in its natural habitat and the intentions of the grant is to restore it back to its natural environment and not to pave it over to allow for large trucks and trailers to park. She spoke of how there is no longer a lot water access for the majority of the residents that live in west Destin since the area under the bridge was closed to the public, and how this is an opportunity with a waterfront piece of property, to enhance the

little beaches and places where people like to swim safely and, it is the only place in Destin where residents will be able to take their dogs to swim. She referenced the 2019 Agenda Item where the Parks & Recreation Committee unanimously recommended to City Council that when the Joe's Bayou Recreation is expanded, that an on leash dog friendly area was to be a part of the plan, emphasizing that Leonard Destin Park and Clement Taylor Park both have areas for children to play and have access to the water. She also recommended eliminating the walkover the pond because of it being a designated wetlands and the fact that people will litter and spoke of how much trash is in the Mattie Kelly Wetlands because people go in along the walkways and leave their trash in there, and she is concerned that the same thing will happen in the pond area and will impact the wildlife that live in there. Also, the #4 area on the plans, that has the break-aways, there is also a designated wetland area and she wants to make sure it's being considered and keeps that designation. Lastly, she doesn't feel the amount of parking planned is necessary, because, living close by, she sees the parking spaces sit empty on a daily basis, unless they somehow foresee the daily use of the park to increase, she also does not agree with the need to pave those areas for 20 more parking spaces and spoke of how those areas should be planted with natural plants to help nourish the natural wetlands, emphasizing that there is very little left in Destin, as indicated on the wetlands map, and of paving it over, to her is not ideal.

Vice Chair Piper spoke of how Liza Jackson Park has both a dog on leash area and an area for children that has signage about the rules and it seems to be working just fine with no issues. She feels that as long as this park has the same coverage of signage that it should be fine too.

Mrs. Firth explained that the on leash dog area is actually a decision for the city of make and not the designers of the park.

Committee member Johnson emphasized that she just wanted to make her statement clear and on the record because at their previous meeting last month, that she was unable to attend, this committee made a recommendation for areas to have dogs restricted and that sentiment was also repeated at the workshop and that, was not what was originally intended by this committee.

**Committee member Lisa Mason** – Spoke of how when she found Jewel Melvin Park, she felt it to be not very safe and asked to be enlightened on why the park is even there. Mrs. Firth explained it's more of a neighborhood park for Twin Lakes and has asked for the Sheriff's Department to include it in on their patrols. Also, the residents of the neighborhood keep an eye out for it as well. Chairwoman Trammell suggested this park would be a good candidate for the Adopt-a-Park program.

**Chairwoman Trammell** – Spoke of the proposal for the Linear Park and how most of it will just be a sidewalk from 98 Palms to Airport Road with portions of the western side



having a road connecting from apartments to 98 Palms Blvd. Mrs. Firth stated this should be brought to them at their March or April meeting.

Committee member Piper asked if there is an update on the portions that would encroach on private property. The Chairwoman stated that most likely those areas will change, once those conversations take place. She briefly spoke of the grant that Representative Maney obtained for the park that has a short timeline for it to be used or the money will be lost.

The Chair then brought up the fishing line initiative that was brought before them at their last meeting to raise funds to purchase the PVC supplies. Because of the size, everyone agreed that it's too small to get the line in it and could easily be dropped and have to be picked up to get it out of the environment. She suggested that if anyone wanted to do a project, to make them larger and for private use for people to install on their own docks and, suggested it be something the high school could do in their fishing class.

➤ **Staff Reports**

Mrs. Firth provided the following updates:

- Royal Melvin Park is still not ready.
- The road to Norriego Point will begin in March – the parking lot will be fenced in while the road is under construction. There will be walking path for the public to access the beach.
- Destin High School is back at the Destin Elementary School because of the work that is being done on the fields by Destin Water Users.
- Staff is seeking plans for replacing what is in the Children's Park at Morgan's

➤ **Next Meeting March 28, 2023**

**ADJOURNMENT:**

Having no further discussions, the meeting adjourned at 5:45 PM.

Adopted and approved this \_\_\_\_ day of \_\_\_\_\_ 2023.

\_\_\_\_\_  
Sandy Trammell, Chairwoman

\_\_\_\_\_  
Kim Montgomery, Deputy City Clerk

**DRAFT**

**LOCAL PLANNING AGENCY  
MEETING MINUTES  
MARCH 16, 2023 - 5:30 P.M.  
DESTIN CITY HALL BOARDROOM**

**1. CALL TO ORDER:**

Chairman Wood called the Local Planning Agency Meeting to order on Thursday, March 16, 2023, at 5:30 p.m., in the Destin City Hall Boardroom; with the Pledge of Allegiance immediately following.

**2. ROLL CALL:**

**Members Present**

James T. Wood, Jr.  
Karen Hudson  
Todd Buhr  
Jay Purut

**Members Absent**

Corey Ledbetter  
Marcie Bell

**Staff Members Present**

Kim Montgomery City Clerk  
Steven O'Connor Principal Planner  
Louis Zunguze, Community Development Dir.  
Rachael Hoag, Planner

**3. APPROVAL OF MINUTES:**

**Motion by Agency member Buhr seconded by Agency member Hudson to approve the January 19, minutes as written, the motion passed unanimously with a 4-0 vote.**

**5. NEW BUSINESS:**

➤ **Projects Updates**

Mr. O'Connor explained to the members that tonight is just informational for them on where staff currently is with the long term projects they have been working on.

Mr. Zunguze spoke of the importance of this session for staff to provide an overall view of what will be coming before them to coordinate their future meetings and work around vacations, in order to have quorums to meet.

**1. Land Development Code Update & Rewrite**

Mr. O'Connor explained the drafts for Article 1 – General Provisions/Legal and Article 2 – Administration, are now ready for public review, and anyone from the public, including members of the LPA, may access the digital drafts <https://www.cityofdestin.com/688/LDC-Rewrite>, and that link will stay live for at least 30-day to give the public time for review and provide any input with a form that is fillable and is then automatically sent to the Community Development Department to be logged in properly into a Excel spreadsheet so that staff can integrate the comments for this board's recommendation to Council and their direction. Additionally, the drafts have gone through several review iterations with Community Development Staff and several other departments and the City's Land Use Attorney.

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Article 1 - Legal and General Provisions that establishes the city's authority to enact Land Development Codes and Regulations.

Article 2 – Administration, Mr. O'Connor explained how this Article is very different from the current one, being that it is more organized and flowing with clear language and new processes that were not previously in there. Additionally, there are new steps to old processes that came from feedback of this and other boards. He also spoke of how the review criteria was based on the project's purpose and intent, feedback from the LPA and other boards and committees, for compliance with the city's adopted Comprehensive Plan and State Statutes. Lastly, the PUD regulations is the biggest change, it establishes when someone can ask for a PUD and the new criteria is very clear now on what has to be met in order to request for one.

Chairman Wood questioned the ease of permitting that the Mayor has been talking about and how that is being handled.

According to Mr. Zunguze, in his past work experience, one of the things that he did was to audit various cities processes and helping them to create an easier application and review process, noting there are some areas that can be improved upon with the city. However, past experience has also made the realization very clear that the applicant also needs to do whatever it takes to make sure their application is correctly filled out and, they follow the correct processes as well communicating to staff and being reachable, if necessary.

### **2. Harbor Capacity Study**

Mr. O'Connor explained the draft Harbor Capacity Study Report has been released to Staff and the Harbor Capacity Study Steering Committee (HCSSC). Staff will work with the HCSSC to develop direct feedback to the U.S. Army Corps of Engineers (USACE). Once the feedback is provided to the USACE, a final draft will be developed for public release and review. Just as with the LDC project, staff will take the draft to the appropriate committees for their review and feedback and bring that draft to the LPA for their final recommendation to City Council for consideration and possible adoption or development of regulations based on those recommendations in the report. Any recommendations that require the development of or updating of regulations in the LDC, will be incorporated on an as-needed basis for adoption.

### **3. Mobility Plan and Impact Fee Study**

Mr. Zunguze explained that last year, City Council directed staff to create the Mobility Plan, which is aimed at transitioning the City from the current Multimodal Transportation District (MMTD) form of concurrency to a mobility fee structure with updated fees and better tools to address capacity and congestion concerns. The purpose of the Mobility Plan is to establish long-term needs for the transportation network to facilitate the safe and effective movement of people to and around the City of Destin.

In regards to the Impact Fee, the fees the city has set are very, very low comparable to other cities in the State therefore, the study is aimed at assessing the needs for the library, parks and recreation and

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police services and updating the fee structure for each, which was last updated in 2008. He explained further that he is confident that the results of the study will come back with the information necessary to show that the fees are in needs of being increased in order to enable the costs necessary to keep the parks, roadways, library other services up to date. Additionally, a new fee has been created for Short Term Rental Impact was approved by Council to be implemented. Lastly, any increase in fees has to be initially studied in order to get approved by the State.

**4. Harbor and Town Center Community Redevelopment Area Master Plans**

Mr. O'Connor explained to the members that the Master Plan Update for both the Harbor & Town Center Community Redevelopment Areas (CRA) has begun. The city's consultant, 3TP Ventures, Inc. and Staff held a joint kickoff meeting with both Advisory Committees in February, with the purpose of the update to refocus the CRAs and provide a better vision for the long-term projects and outlook for both CRAs. The Harbor and Town Center CRA Maser Plans have not been updated since 2003 and 2014 respectively, and as the members are very keenly aware, a lot has changed in Destin since then. Staff will continue meeting individually with each CRA to work on finalizing their Master Plans by the end of the year. Once the updates are finalized by each individual Committee, final drafts will be developed and brought before the LPA for final recommendation to City Council. Mr. Zunguze explained that what will be key for them to look for in their review of the drafts, when ready, is how consistent those plans are to the overall policies in the Comprehensive Plan.

**5. ADJOURNMENT:**

Having no further discussion at this time, the meeting adjourned at 6:05 p.m.

Adopted and approved this \_\_\_\_\_ day of \_\_\_\_\_ 2023.

\_\_\_\_\_  
James Wood, Jr. Chairman

\_\_\_\_\_  
Kim Montgomery, Destin City Clerk

**PUBLIC WORKS/PUBLIC SAFETY COMMITTEE  
MEETING MINUTES DESTIN CITY HALL BOARDROOM  
TUESDAY, MARCH 14, 2023 - 5:30 PM**

**1. CALL TO ORDER & PLEDGE OF ALLEGANCE:**

Public Works Director Michael Burgess called the Public Works/Public Safety Committee to order on Tuesday, March 14, 2023, at 5:30 p.m.

**2. ROLL CALL:**

**Members Present**

James T. Wood, Jr.  
John Green  
Tom Weidenhamer  
Sam Perman  
John Stephens  
Marcie Bell  
Curtis Smith

**Members Absent**

**Staff**

Kim Montgomery Deputy City Clerk  
Michael Burgess PW Director  
JT Hart PW Deputy Director

**3. APPROVAL OF MINUTES: January 10 & February 21, 2023**

**Motion by Committee member Wood, seconded by Committee member Weidenhamer to approve both January 10, 2023 and February 21, 2023, as amended, passed unanimously, 7-0.**

**4. PUBLIC COMMENT:**

➤ **Catherine Star, 821 Indian Trail**

Mrs. Star requested for the committee to consider installing sidewalks on the north side of Indian Trail from Main Street that connects to Bayou Drive, which does have sidewalks. She spoke of how a lot of families with school age children have moved in the neighborhood recently and there are now two bus stops where anywhere between 8 and 10 children walk to and wait at the stops without any sidewalks, and middle school children also have bus stops in the same area. She explained how connecting would also make it safer for people that are walking or riding their bikes along that area.

The Chairman spoke of how he would like to get some feedback from the property owners on both sides of the road, in a petition format to make sure everyone is in agreement with a sidewalk being installed along that stretch of the road, and spoke of issues that have happened in the past where sidewalks have been requested and some homeowners spoke out how they did not want them.

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Mr. Burgess spoke of how the cost for that area is anywhere in the \$130 - \$150k cost range for the sidewalks adding that there was just recently a 30% cost increase so, actually, it would be more. He then stated that they could add these into their sidewalk plan for consideration.

Chairman Wood stated to Mrs. Star that he would first prefer for her to obtain a petition with 60% signatures, or as close as possible to that percentage, in agreement to have the sidewalk installed and connected in the area of question.

**Motion by Committee member Stephens to recommend to Council to approve the installation of the sidewalk contingent upon receiving the petition with an aim of 60% in agreement from the citizens where the sidewalk is needed, and adding it to the FY-24 Budget. Committee member Bell provided the second.** In discussion, Committee member Bell asked Mrs. Star if she was wanting the sidewalk to stay on the same side of the road as it is now.

According to Mrs. Star, yes, in order to connect it, that would make the most sense. Committee member Bell then asked if they were agreeable to just the 16-homes on that side of the road and not both sides. According to the Chairman, he would agree to for just that same side of the roadway.

Mr. Burgess spoke of how the area has quite a bit of Live Oak trees along that area and the city requires a 10-foot clearance along sidewalks therefore, that may cause a complication to this request and should be considered. Also, any utilities in the immediate area that would also have to be considered for which side of the road would be the best for the sidewalks to be installed.

Committee member Weidenhamer spoke of how part of their charge of being on this committee is Public Safety, meaning the city has appropriate safe walkways for citizens through neighborhoods and emphasized that he doesn't feel the policies should involve consensus input from anyone, when safety of the citizens and especially when children getting to school is a factor.

**Committee member Stephens agreed with that statement and amended his motion to remove the 60/40 petition portion of his motion.**

Committee member Bell asked aren't sidewalks are covered on some level in the Land Development Code. Mr. Burgess explained sidewalks are required to be installed along the perimeter of the property lines for any new development.

Committee member Green asked which side of the roadway the sidewalk is located on Main Street's connection to Indian Trail, according to Mrs. Star, it is located on the non-water side of the road.

With no further discussion, **Chairman Wood called for the vote and the motion passed 7-0.**

Committee member Stephens asked what the policy is for any trees that may inhibit this request. According to Mr. Burgess, he will have the city's surveyor go out to the location and take a look at the situation and determine if there are any issues and where would the best location for the sidewalks to be installed and any other necessary implements that may need to be included.

**5. NEW BUSINESS:**

**A) Update on Road Re-surfacing, Re-striping, and Sidewalk Priorities**

Mr. Burgess explained that as part of the FY budget for this year, there was funds set aside for resurfacing, sidewalk repairs and restriping. This committee, several month ago, recommended to Council for the resurfacing of Scenic 98 from the west loop to Cobia Street.

**Resurfacing:**

Legion Drive from Main Street to Beach Drive  
Calhoun Avenue, a portion of Zerbe Street and Sibert Avenue  
Kellaire Drive and Kellaire Court  
Main Street from Highway 98 to Airport Road  
Third Avenue and First Avenue  
Vintage Circle and Vintage Court

**Restriping:**

Crystal Beach, is currently underway  
Benning Drive to Hwy 98  
Country Club East  
Pine Ridge Trace

**ADA Repairs:**

ADA Transition Plan is in its final stages for pedestrian facilities, pointing out that the lack of ADA warning devices (yellow or black mats) with about 450 needing to be replaced, at a cost of about \$90k for the project.

**Sidewalk Repairs:**

Mr. Burgess spoke of the study done by Baskerville Donovan who identified the needs and at this time, they have spent close to \$60k on repairs. He explained how a majority of the ongoing issues are caused from grade changes because of the sand base and tree root intrusion.

**B) Additional Lighted Pedestrian Crossing Fixtures, location, recommendation to Council**



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Mr. Hart explained to the members that the city has recently installed four pedestrian crossing system with the last two being installed on Legion Drive next to Buck Destin Park. The updated costs for the systems, and staff is looking to installing the double lighted systems which are \$5k a piece totaling \$10k overall per system. He also explained that parts for the remaining two systems have been ordered, and these systems will be installed at the crossing near Industrial Park Lane and the mid-block crossing on Legion Drive, and how the remaining surtax monies in the FY23 budget to be used for Traffic Safety Improvements. If the committee agrees, these crossings can be placed at the following beach access crossings in the Crystal Beach area:

- Scenic 98 at Shirah (Turtle Lighting), may require amber filters if necessary.
- Scenic 98 at Barracuda (Turtle Lighting)
- Scenic 98 at Pompano or Tarpon (Turtle Lighting)
- Scenic 98 at James Lee Park, west end (Turtle Lighting)
- Scenic 98 at James Lee Park, at Crab Trap (Turtle Lighting)
- Scenic 98 at James Lee Park, east side (Turtle Lighting) or, can be installed at alternate locations to include:
  - Beach Drive at Spring Lake Drive (by Destin Elementary)
  - Benning Drive at Azalea

**Motion by Chairman Wood to recommend Council direct staff to purchase six sets of the double sided pedestrian light sets at \$10k per set, with the determination of where the six out of the eight locations are needed, once they come in, with Committee member Bell providing the second. The motion passed unanimous vote of 7-0.**

Committee member Perman spoke of how since the majority of Council and this committee members live on the west side of the city, she suggested that they all should make a trip after dark to Crystal Beach, to sit and visually see how many pedestrians there are crossing the street either going to or coming back off the beach with no lighting or pedestrian crossing lights.

Committee member Stephens stated that he could agree to most of the listed, as long as one is placed on Beach Drive.

### **C) Misty Way Stormwater Improvements - Ryan Scott**

Mr. Scott explained the stormwater issues stems from a drainage area that somehow got removed during construction of the subdivision and what is currently in place now is not adequate because of the fact that it is higher than the pipes for the road. He briefly explained how the drainage was rerouted to the adjacent vacant property however, since that property has been developed, the stormwater for the past three years has had nowhere to properly go and has been flooding the entrance into the subdivision. He suggests that in order to fix it, at the low point of the road, a curb inlet needs to be installed at the low part of the road, with a junction box to turn it at the corner and then replace the sidewalk with ramps, for a total cost of \$58k.

**Motion by Committee member Bell, seconded by Committee member Smith to recommend the modification of the drainage as proposed to help alleviate any drainage issues and/or flooding found within the Misty Way roadway and eliminate the need for a swale system on the adjacent property owner's lot. The motion passed unanimously 7-0.**

**6. CONTINUING BUSINESS:**

- **Emergency Management Update – Nothing at this time**
- **Stormwater/Floodplain**

Chairman Wood opened this item to the public to speak on any issues they may have, with no one coming forward, he closed the public on the topic.

**7. OLD BUSINESS:**

➤ **Member Comments:**

- **Committee member Bell** – Spoke of how eBikes and eScooters are dealt with so differently down south than how they are up here in the panhandle. She mentioned being in Miami recently and how they are all kept in a neat and orderly fashion, but around this area, they are just thrown on the ground anywhere and how messy it looks.

Mr. Burgess briefly explained the different types of eBikes, the speeds, and the how the Florida Statutes govern their speeds. He stated that he will be working with the Land Use Attorney on this subject and once staff is prepared, they will be bringing information to them to discuss.

- **Committee member Smith** – Spoke of the pavement down by The Henderson Construction is failing very quickly and how he is afraid that it will not hold up before the construction is finished.

- **Committee member Green** – Asked if there is way that the Code Compliance staff can be trained to stop and speak to people who are riding their bikes on the wrong side of the road, and educate people the proper side of the roadways to operate their bikes before more people are hit and injured, or killed.

- **Chairman Wood** – Suggested to the members to take advantage of calling and speaking to Mr. Burgess prior to the meetings on any issues of concern that they may come across instead of waiting to speak of it at their meetings.

**8. ADJOURNMENT:**

Having no further business at this time, the meeting adjourned at 6:30 p.m.

Adopted and approved this \_\_\_\_\_ day of \_\_\_\_\_ 2023.

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James T. Wood, Jr. Chairman

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Kim Montgomery, Deputy City Clerk

CITY OF DESTIN



# AGENDA ITEM

**COUNCIL MEETING DATE:** April 3, 2023

**TYPE OF AGENDA ITEM:** Action Item

**AGENDA OUTLINE NUMBER:** 4.A.

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**TO:** City Council

**THRU:** Louis Zunguze, Community Development Director  
Kimberly Kopp, Land Use Attorney  
Kyle Bauman, City Attorney  
Lance Johnson, City Manager

**FROM:** Jeffrey Cozadd, Grants Manager

**DATE:** January 26, 2023

**SUBJECT:** Acquisition of Property for the Crosstown Connector

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**I. BACKGROUND:** The Beach Drive to Benning Drive road project is the last unconnected leg of the City's Crosstown Connector, an east-west corridor intended to relieve traffic congestion on U.S. Highway 98. There are several properties located within the project area that will require purchase by the City, both complete and partial acquisitions.

At its regular meeting May 17, 2021, Council approved a contract amendment with Atkins of North America that provided for property acquisition assistance to allow the City to purchase properties that will be needed for the completion of the Crosstown Connector.

**II. DISCUSSION:** Atkins' consultant, Ms. Marsha Hayes, has been working to acquire Purchase Agreements for the needed properties. She has secured Purchase Agreements for the following properties: 602 and 604 Sandalwood. Copies of the signed agreements and the Replacement Home Contracts are included with this agenda item.

Appraisals for both properties are attached. Appraisals were obtained during the Fall of 2021. Title commitments have been ordered through the City Attorney's office and First American Title Company is working on producing them. If approved by City Council, these Agreements will be fully executed, and staff will proceed to close with a General Warranty Deed, survey, title policy, and other such declarations as are typical for real estate closing.

The following should be considered as estimated costs associated with the closings of the referenced properties:

**602 Sandalwood:**

Purchase of Property - \$215,000

\*Closing Costs on Purchase - \$5,000

Relocation - Purchase Additive - \$184,000

\*Relocation - Closing Costs on Replacement - \$10,000

\*Relocation - Mortgage Interest Differential Payment due to increased Interest - \$15,000

*(Current interest is 3.75% - new interest is 6.25% with 4.75% Loan Origination Points going from balance of 30 year term to new 30 year term.)*

\*Relocation - Move Costs - \$5,000

**Total Costs - \$434,000**

**\*These are estimated costs not to exceed this amount.**

**604 Sandalwood:**

Purchase of Property - \$195,000

\*Closing Costs on Purchase - \$5,000

Relocation - Purchase Additive - Up to \$164,900

\*Relocation - Closing Costs on Replacement - \$10,000

\*Relocation - Mortgage Interest Differential Payment due to increased Interest - \$30,000

*(Current interest is 2.875% - new interest is 5.75% with 2.726% Loan Origination Points going from 20 year term to 30 year term.)*

\*Relocation - Move Costs - \$5,000

**Total Costs - \$409,900**

**\*These are estimated costs not to exceed this amount.**

**A. Link to Strategic Goals / Objectives:** Important Priorities 1.3 Complete two-lane Crosstown Connector

**B. Effect on Budget (EOB):** FDOT TRIP funding is being used for these purchases.

Acquisition costs and other expenses for these properties will total approximately \$843,900.

Staff recommends demolition of structures on these properties should be scheduled as soon as possible after closing to decrease expenditures for utility base fees and to lower property insurance expenses.

|                                              | 30554133           | 31554132            | 31554031          | 31554032          |                     |
|----------------------------------------------|--------------------|---------------------|-------------------|-------------------|---------------------|
|                                              | FDOT TRIP          | Road Impact Fees    | Gas Tax #2        | Multi-Modal Fees  | TOTAL               |
| 565000-EN615 capital project-XTownConnector  | \$ 1,576,986       | \$ 1,600,000        | \$ 500,000        | \$ 140,000        | \$ 3,816,986        |
| <b>FY23 Adopted Budget*</b>                  | <b>1,337,809</b>   | <b>1,600,000</b>    | <b>500,000</b>    | <b>140,000</b>    | <b>3,577,809</b>    |
| <b>PY Rollforwards for Open Encumbrances</b> | <b>239,177</b>     | <b>42,581</b>       | <b>-</b>          | <b>-</b>          | <b>281,757</b>      |
| <b>Grant Increase</b>                        | <b>1,800,000</b>   | <b>-</b>            | <b>-</b>          | <b>-</b>          | <b>1,800,000</b>    |
| <b>Revised Budget</b>                        | <b>3,376,986</b>   | <b>1,642,581</b>    | <b>500,000</b>    | <b>140,000</b>    | <b>5,659,566</b>    |
| <b>Previous Expenses/Encumbrances</b>        | <b>(2,155,901)</b> | <b>(42,581)</b>     | <b>-</b>          | <b>-</b>          | <b>(2,198,482)</b>  |
| <b>Available Program Budget</b>              | <b>1,221,085</b>   | <b>1,600,000</b>    | <b>500,000</b>    | <b>140,000</b>    | <b>3,461,085</b>    |
| <b>This Agreement +(-)</b>                   | <b>(843,900)</b>   | <b>-</b>            | <b>-</b>          | <b>-</b>          | <b>(843,900)</b>    |
| <b>FY23 Remaining Program Budget</b>         | <b>\$ 377,185</b>  | <b>\$ 1,600,000</b> | <b>\$ 500,000</b> | <b>\$ 140,000</b> | <b>\$ 2,617,185</b> |

*\*FY23 Adopted Budget includes Budget for Prior Year Encumbrances*

In addition, property insurance and utilities will need to be paid for this property until the buildings are demolished. The Insurance on each unit is approximately \$800/year. Utilities are approximately \$1500/year for each unit.

**C. Level of Service (LOS):** Level of Service will be increased.

**D. Legislative Sponsor:**

**III. CONCLUSION:** This represents another important step in the acquisition of the necessary properties for the Crosstown Connector.

**IV. RECOMMENDED MOTION: 602 Sandalwood Drive:** I move that the City Council approve the purchase of 602 Sandalwood Drive and authorize the City Manager to execute the purchase agreement and proceed with closing. (simple majority vote required to pass)

**604 Sandalwood Drive:** I move that the City Council approve the purchase of 604 Sandalwood Drive and authorize the City Manager to execute the purchase agreement and proceed with closing. (simple majority vote required to pass)

Attachments:

1. 602 Sandalwood - Offer and Purchase Agreement - Executed 3-14-23
2. 602 Sandalwood - Replacement Home Contract
3. 604 Sandalwood Drive - Offer and Purchase Agreement - Executed 3-17-23
4. 604 Sandalwood - Replacement Home Contract
5. 602 Sandalwood Dr Destin FL 32541
6. 604 Sandalwood Dr Destin FL 32541


 CITY OF DESTIN  
**OFFER AND PURCHASE AGREEMENT**

AGENCY: City of Destin  
 PROJECT: Destin Connector  
 COUNTY: Okaloosa  
 PARCEL NO.: 602 Sandalwood Drive

**Seller: April M. Hughes and husband, Thomas Adam Hughes**

**Buyer: City of Destin**

Buyer and Seller hereby agree that Seller shall sell and Buyer shall buy the following described property pursuant to the following terms and conditions.

**I. Description of Property**

(a) Real property described as: Property Tax ID No. 00-2S-22-2167-0000-0310; 0.11 AC

(b) Estate being purchased: ☒ Fee Simple  
                                           ☐ Permanent Easement  
                                           ☐ Temporary Easement  
                                           ☐ Leasehold

(c) Buildings, Structures, Fixtures, and Other Improvements: Total Acquisition to include 1,044 SF townhome and all improvements.

(d) Personal property described as: None.

(e) Outdoor Advertising Structure(s) Permit Number(s): None.

Property owned by others described as: None.  
 is **NOT** included in this agreement. A separate offer is being, or has been, made for this property.

**II. PURCHASE PRICE**

**(a) Real Property**

|                          |       |                   |
|--------------------------|-------|-------------------|
| Land/Improvements        | 1. \$ | <u>215,000.00</u> |
| Real Estate Damages      | 2. \$ | <u>0.00</u>       |
| (Severance/Cost-to-Cure) |       | <u>0.00</u>       |
| Incentive Offer          | 3. \$ | <u>0.00</u>       |

|                            |              |                   |
|----------------------------|--------------|-------------------|
| <b>Total Real Property</b> | <b>4. \$</b> | <u>215,000.00</u> |
|----------------------------|--------------|-------------------|

|                                    |              |             |
|------------------------------------|--------------|-------------|
| <b>(b) Total Personal Property</b> | <b>5. \$</b> | <u>0.00</u> |
|------------------------------------|--------------|-------------|

|                                                 |           |                   |
|-------------------------------------------------|-----------|-------------------|
| <b>Total Purchase Price</b> (Add lines 4 and 5) | <b>\$</b> | <u>215,000.00</u> |
|-------------------------------------------------|-----------|-------------------|

|                                                                               |    |                   |
|-------------------------------------------------------------------------------|----|-------------------|
| (c) Portion of Total Purchase Price to be paid to Seller by Buyer at Closing. | \$ | <u>215,000.00</u> |
|-------------------------------------------------------------------------------|----|-------------------|

|                                                                                                 |    |             |
|-------------------------------------------------------------------------------------------------|----|-------------|
| (d) Portion of Total Purchase Price to be paid to Seller by Buyer upon surrender of possession. | \$ | <u>0.00</u> |
|-------------------------------------------------------------------------------------------------|----|-------------|

**Buyer hereby represents to Seller that this offer is not less than Buyer's estimate of market value.**

**III. Conditions and Limitations**

(a) Seller is responsible for all taxes due on the property up to, but not including, the day of closing.

(b) Seller is responsible for delivering marketable title to Buyer. Marketable title shall be determined according to applicable title



standards adopted by the Florida Bar in accordance with Florida Law subject only to those exceptions that are acceptable to Buyer. Seller shall be liable for any encumbrances not disclosed in the public records or arising after closing as a result of actions of the Seller.

- (c) Seller shall maintain the property described in **Section I** of this agreement in the same condition existing on the date of this agreement, except for reasonable wear and tear.
- (d) Any occupancy of the property described in **Section I** of this agreement by Seller extending beyond the day of closing must be authorized, in writing, by Buyer.
- (e) Pursuant to **Rule 14-10.004, Florida Administrative Code**, Seller shall deliver completed **Outdoor Advertising Permit Cancellation(s) Form(s), Form Number 575-070-12**, executed by the outdoor advertising permit holder(s) for any outdoor advertising structure(s) described in **Section I** of this agreement and shall surrender, or account for, the outdoor advertising permit tag(s) prior to or upon receiving payment for the outdoor advertising structure(s).
- (f) Seller agrees that the real property described in **Section I** of this agreement shall be conveyed to Buyer by conveyance instrument(s) acceptable to Buyer.
- (g) Seller and Buyer agree that this purchase agreement represents the full and final agreement and no agreements or representations, shall be binding on the parties.
- (h) Other:

#### IV. Closing Date

The closing will occur no later than 60 days after Final Agency Acceptance and approval by City of Destin, FL.

V. There are no handwritten or typewritten provisions inserted herein or attached hereto.

VI. Seller and Buyer hereby acknowledge and agree that their signatures as Seller and Buyer below constitute their acceptance of this agreement as a binding real estate contract.

Seller(s)

DocuSigned by:

Thomas Adam Hughes 3/14/2023  
 Signature Date

Thomas Adam Hughes  
 Type or Print Name under signature

DocuSigned by:

April M. Hughes 3/14/2023  
 Signature Date

April M. Hughes  
 Type or Print Name under signature

Buyer

City of Destin

BY:

Signature Date

DocuSigned by:

Marsha Hayes 3/14/2023  
 Signature Date

City of Destin Consultant Agent

#### VII. FINAL AGENCY ACCEPTANCE

The Buyer has granted final agency acceptance this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

BY: \_\_\_\_\_  
 Signature Date

Type or Print Name and Title under signature.

This document delivered by Marsha Hayes, SR/WA, HCS, LLC 3/13/23  
 Date  
 This document received by April & Thomas Hughes via E-Mail 3/3/23  
 Date





**SIGNATURE ADDENDUM**

SELLER(S):

Signature \_\_\_\_\_ Date \_\_\_\_\_

Type or Print Name under signature \_\_\_\_\_

\_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

Type or Print Name under signature \_\_\_\_\_

\_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

Type or Print Name under signature \_\_\_\_\_

\_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

Type or Print Name under signature \_\_\_\_\_

\_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

Type or Print Name under signature \_\_\_\_\_

\_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

Type or Print Name under signature \_\_\_\_\_

\_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

Type or Print Name under signature \_\_\_\_\_

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Signature \_\_\_\_\_ Date \_\_\_\_\_

Type or Print Name under signature \_\_\_\_\_

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Signature \_\_\_\_\_ Date \_\_\_\_\_

Type or Print Name under signature \_\_\_\_\_

\_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

Type or Print Name under signature \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

# "AS IS" Residential Contract For Sale And Purchase

THIS FORM HAS BEEN APPROVED BY THE FLORIDA REALTORS AND THE FLORIDA BAR



**PARTIES:** William Ross Miller and Delia A. Miller

and Thomas Adam Hughes and April Marie Hughes

("Seller"),

("Buyer"),

agree that Seller shall sell and Buyer shall buy the following described Real Property and Personal Property (collectively "Property") pursuant to the terms and conditions of this AS IS Residential Contract For Sale And Purchase and any riders and addenda ("Contract"):

## 1. PROPERTY DESCRIPTION:

(a) Street address, city, zip: 602 Greenwood Cv E, Niceville, FL 32578

(b) Located in: Okaloosa County, Florida. Property Tax ID #: 261S222759000A0630

(c) Real Property: The legal description is WOODLANDS PH II LOT 63 BLK A

together with all existing improvements and fixtures, including built-in appliances, built-in furnishings and attached wall-to-wall carpeting and flooring ("Real Property") unless specifically excluded in Paragraph 1(e) or by other terms of this Contract.

(d) Personal Property: Unless excluded in Paragraph 1(e) or by other terms of this Contract, the following items which are owned by Seller and existing on the Property as of the date of the initial offer are included in the purchase: range(s)/oven(s), refrigerator(s), dishwasher(s), disposal, ceiling fan(s), light fixture(s), drapery rods and draperies, blinds, window treatments, smoke detector(s), garage door opener(s), thermostat(s), doorbell(s), television wall mount(s) and television mounting hardware, security gate and other access devices, mailbox keys, and storm shutters/storm protection items and hardware ("Personal Property"). Other Personal Property items included in this purchase are:

Personal Property is included in the Purchase Price,

(e)

## PURCHASE PRICE AND CLOSING

**2. PURCHASE PRICE (U.S. currency):** \$399,000.00

(a) Initial deposit to be held in escrow in the amount of (checks subject to Collection) \$4,000.00

The initial deposit made payable and delivered to "Escrow Agent" named below

(CHECK ONE): (i) ☐ accompanies offer or (ii) ☒ is to be made within 3 (if left blank, then 3) days after Effective Date. IF NEITHER BOX IS CHECKED, THEN OPTION (ii) SHALL BE DEEMED SELECTED.

Escrow Agent Name: Anchors Smith Grimsley, PLC

Address: 909 Mar Walt Drive, Suite 1014, FtWaltonBeach, FL 32547

Phone:

Email:

Fax:

(b) Additional deposit to be delivered to Escrow Agent within (if left blank, then 10) days after Effective Date

(All deposits paid or agreed to be paid, are collectively referred to as the "Deposit")

(c) Financing: Express as a dollar amount or percentage ("Loan Amount") see Paragraph 8

(d) Other:

(e) Balance to close (not including Buyer's closing costs, prepaids and prorations) by wire transfer or other Collected funds (See STANDARD S)

## 3. TIME FOR ACCEPTANCE OF OFFER AND COUNTER-OFFERS; EFFECTIVE DATE:

(a) If not signed by Buyer and Seller, and an executed copy delivered to all parties on or before 03/17/2023, this offer shall be deemed withdrawn and the Deposit, if any, shall be returned to Buyer. Unless otherwise stated, time for acceptance of any counter-offers shall be within 2 days after the day the counter-offer is delivered.

(b) The effective date of this Contract shall be the date when the last one of the Buyer and Seller has signed or initialed and delivered this offer or final counter-offer ("Effective Date").

## 4. CLOSING; CLOSING DATE: The closing of this transaction shall occur when all funds required for closing are received by Closing Agent and Collected pursuant to STANDARD S and all closing documents required to be furnished by each party pursuant to this Contract are delivered ("Closing"). Unless modified by other provisions of

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03/17/23 11:43 AM CDT dotloop verified

this Contract, the Closing shall occur on 4/28/23 ("Closing Date"), at the time established by the Closing Agent.

**5. EXTENSION OF CLOSING DATE:**

- (a) In the event Closing funds from Buyer's lender(s) are not available on Closing Date due to Consumer Financial Protection Bureau Closing Disclosure delivery requirements ("CFPB Requirements"), if Paragraph 8(b) is checked, Loan Approval has been obtained, and lender's underwriting is complete, then Closing Date shall be extended for such period necessary to satisfy CFPB Requirements, provided such period shall not exceed 7 days.
- (b) If an event constituting "Force Majeure" causes services essential for Closing to be unavailable, including the unavailability of utilities or issuance of hazard, wind, flood or homeowners' insurance, Closing Date shall be extended as provided in STANDARD G.

**6. OCCUPANCY AND POSSESSION:**

- (a) Unless Paragraph 6(b) is checked, Seller shall, at Closing, deliver occupancy and possession of the Property to Buyer free of tenants, occupants and future tenancies. Also, at Closing, Seller shall have removed all personal items and trash from the Property and shall deliver all keys, garage door openers, access devices and codes, as applicable, to Buyer. If occupancy is to be delivered before Closing, Buyer assumes all risks of loss to the Property from date of occupancy, shall be responsible and liable for maintenance from that date, and shall have accepted the Property in its existing condition as of time of taking occupancy, see Rider T PRE-CLOSING OCCUPANCY BY BUYER.
- (b) ☐ **CHECK IF PROPERTY IS SUBJECT TO LEASE(S) OR OCCUPANCY AFTER CLOSING.** If Property is subject to a lease(s) or any occupancy agreements (including seasonal and short-term vacation rentals) after Closing or is intended to be rented or occupied by third parties beyond Closing, the facts and terms thereof shall be disclosed in writing by Seller to Buyer and copies of the written lease(s) shall be delivered to Buyer, all within 5 days after Effective Date. If Buyer determines, in Buyer's sole discretion, that the lease(s) or terms of occupancy are not acceptable to Buyer, Buyer may terminate this Contract by delivery of written notice of such election to Seller within 5 days after receipt of the above items from Seller, and Buyer shall be refunded the Deposit thereby releasing Buyer and Seller from all further obligations under this Contract. Estoppel Letter(s) and Seller's affidavit shall be provided pursuant to STANDARD D, except that tenant Estoppel Letters shall not be required on seasonal or short-term vacation rentals. If Property is intended to be occupied by Seller after Closing, see Rider U POST-CLOSING OCCUPANCY BY SELLER.

- 7. ASSIGNABILITY: (CHECK ONE):** Buyer ☐ may assign and thereby be released from any further liability under this Contract; ☐ may assign but not be released from liability under this Contract; or ☒ may not assign this Contract. IF NO BOX IS CHECKED, THEN BUYER MAY NOT ASSIGN THIS CONTRACT.

**FINANCING**

**8. FINANCING:**

- ☐ (a) This is a cash transaction with no financing contingency.
- ☒ (b) This Contract is contingent upon, within \_\_\_\_\_ (if left blank, then 30) days after Effective Date ("Loan Approval Period"): (1) Buyer obtaining approval of a ☒ conventional ☐ FHA ☐ VA or ☐ other \_\_\_\_\_ (describe) mortgage loan for purchase of the Property for a **(CHECK ONE):** ☐ fixed, ☐ adjustable, ☐ fixed or adjustable rate in the Loan Amount (See Paragraph 2(c)), at an initial interest rate not to exceed \_\_\_\_\_ % (if left blank, then prevailing rate based upon Buyer's creditworthiness), and for a term of \_\_\_\_\_ (if left blank, then 30) years ("Financing"); and (2) Buyer's mortgage broker or lender having received an appraisal or alternative valuation of the Property satisfactory to lender, if either is required by lender, which is sufficient to meet the terms required for lender to provide Financing for Buyer and proceed to Closing ("Appraisal").
- (i) Buyer shall make application for Financing within \_\_\_\_\_ (if left blank, then 5) days after Effective Date and use good faith and diligent effort to obtain approval of a loan meeting the Financing and Appraisal terms of Paragraph 8(b)(1) and (2), above, ("Loan Approval") within the Loan Approval Period and, thereafter, to close this Contract. Loan Approval which requires Buyer to sell other real property shall not be considered Loan Approval unless Rider V is attached.

Buyer's failure to use good faith and diligent effort to obtain Loan Approval during the Loan Approval Period shall be considered a default under the terms of this Contract. For purposes of this provision, "diligent effort" includes, but is not limited to, timely furnishing all documents and information required by Buyer's mortgage broker and lender and paying for Appraisal and other fees and charges in connection with Buyer's application for Financing.

(ii) Buyer shall, upon written request, keep Seller and Broker fully informed about the status of Buyer's mortgage loan application, loan processing, appraisal, and Loan Approval, including any Property related conditions of Loan Approval. Buyer authorizes Buyer's mortgage broker, lender, and Closing Agent to disclose such status

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and progress and release preliminary and finally executed closing disclosures and settlement statements, as appropriate and allowed, to Seller and Broker.

(iii) If within the Loan Approval Period, Buyer obtains Loan Approval, Buyer shall notify Seller of same in writing prior to expiration of the Loan Approval Period; or, if Buyer is unable to obtain Loan Approval within Loan Approval Period but Buyer is satisfied with Buyer's ability to obtain Loan Approval and proceed to Closing, Buyer shall deliver written notice to Seller confirming same, prior to the expiration of the Loan Approval Period.

(iv) If Buyer is unable to obtain Loan Approval within the Loan Approval Period, or cannot timely meet the terms of Loan Approval, all after the exercise of good faith and diligent effort, Buyer may terminate this Contract by delivering written notice of termination to Seller prior to expiration of the Loan Approval Period; whereupon, provided Buyer is not in default under the terms of this Contract, Buyer shall be refunded the Deposit thereby releasing Buyer and Seller from all further obligations under this Contract.

(v) If Buyer fails to timely deliver any written notice provided for in Paragraph 8(b)(iii) or (iv), above, to Seller prior to expiration of the Loan Approval Period, then Buyer shall proceed forward with this Contract as though Paragraph 8(a), above, had been checked as of the Effective Date; provided, however, Seller may elect to terminate this Contract by delivering written notice of termination to Buyer within 3 days after expiration of the Loan Approval Period and, provided Buyer is not in default under the terms of this Contract, Buyer shall be refunded the Deposit thereby releasing Buyer and Seller from all further obligations under this Contract.

(vi) If Buyer has timely provided either written notice provided for in Paragraph 8b(iii), above, and Buyer thereafter fails to close this Contract, the Deposit shall be paid to Seller unless failure to close is due to: (1) Seller's default or inability to satisfy other contingencies of this Contract; or (2) Property related conditions of the Loan Approval (specifically excluding the Appraisal valuation) have not been met unless such conditions are waived by other provisions of this Contract; in which event(s) the Buyer shall be refunded the Deposit, thereby releasing Buyer and Seller from all further obligations under this Contract.

☐ (c) Assumption of existing mortgage (see Rider D for terms).

☐ (d) Purchase money note and mortgage to Seller (see Rider C for terms).

#### CLOSING COSTS, FEES AND CHARGES

#### 9. CLOSING COSTS; TITLE INSURANCE; SURVEY; HOME WARRANTY; SPECIAL ASSESSMENTS:

##### (a) COSTS TO BE PAID BY SELLER:

- Documentary stamp taxes and surtax on deed, if any
- Owner's Policy and Charges (if Paragraph 9(c)(i) is checked)
- Title search charges (if Paragraph 9(c)(iii) is checked)
- Municipal lien search (if Paragraph 9(c)(i) or (iii) is checked)
- Charges for FIRPTA withholding and reporting
- HOA/Condominium Association estoppel fees
- Recording and other fees needed to cure title
- Seller's attorneys' fees
- Other: \_\_\_\_\_

If, prior to Closing, Seller is unable to meet the AS IS Maintenance Requirement as required by Paragraph 11, a sum equal to 125% of estimated costs to meet the AS IS Maintenance Requirement shall be escrowed at Closing. If actual costs to meet the AS IS Maintenance Requirement exceed escrowed amount, Seller shall pay such actual costs. Any unused portion of escrowed amount(s) shall be returned to Seller.

##### (b) COSTS TO BE PAID BY BUYER:

- Taxes and recording fees on notes and mortgages
- Recording fees for deed and financing statements
- Owner's Policy and Charges (if Paragraph 9(c)(ii) is checked)
- Survey (and elevation certification, if required)
- Lender's title policy and endorsements
- HOA/Condominium Association application/transfer fees
- Municipal lien search (if Paragraph 9(c)(ii) is checked)
- Other: \_\_\_\_\_
- Loan expenses
- Appraisal fees
- Buyer's Inspections
- Buyer's attorneys' fees
- All property related insurance
- Owner's Policy Premium (if Paragraph 9(c)(iii) is checked)

(c) **TITLE EVIDENCE AND INSURANCE:** At least \_\_\_\_\_ (if left blank, then 15, or if Paragraph 8(a) is checked, then 5) days prior to Closing Date ("Title Evidence Deadline"), a title insurance commitment issued by a Florida licensed title insurer, with legible copies of instruments listed as exceptions attached thereto ("Title Commitment") and, after Closing, an owner's policy of title insurance (see STANDARD A for terms) shall be obtained and delivered to Buyer. If Seller has an owner's policy of title insurance covering the Real Property, Seller shall furnish a copy to Buyer and Closing Agent within 5 days after Effective Date. The owner's title policy premium, title search and closing services (collectively, "Owner's Policy and Charges") shall be paid, as set forth below. The title insurance premium charges for the owner's policy and any lender's policy will be calculated and allocated in accordance with Florida law, but may be reported differently on certain federally mandated closing disclosures and other closing documents. For purposes of this Contract "municipal lien search" means a

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search of records necessary for the owner's policy of title insurance to be issued without exception for unrecorded liens imposed pursuant to Chapters 153, 159 or 170, F.S., in favor of any governmental body, authority or agency.

**(CHECK ONE):**

☐ (i) Seller shall designate Closing Agent and pay for Owner's Policy and Charges, and Buyer shall pay the premium for Buyer's lender's policy and charges for closing services related to the lender's policy, endorsements and loan closing, which amounts shall be paid by Buyer to Closing Agent or such other provider(s) as Buyer may select; or

☒ (ii) Buyer shall designate Closing Agent and pay for Owner's Policy and Charges and charges for closing services related to Buyer's lender's policy, endorsements and loan closing; or

☐ (iii) **[MIAMI-DADE/BROWARD REGIONAL PROVISION]:** Buyer shall designate Closing Agent. Seller shall furnish a copy of a prior owner's policy of title insurance or other evidence of title and pay fees for: (A) a continuation or update of such title evidence, which is acceptable to Buyer's title insurance underwriter for reissue of coverage; (B) tax search; and (C) municipal lien search. Buyer shall obtain and pay for post-Closing continuation and premium for Buyer's owner's policy, and if applicable, Buyer's lender's policy. Seller shall not be obligated to pay more than \$\_\_\_\_\_ (if left blank, then \$200.00) for abstract continuation or title search ordered or performed by Closing Agent.

(d) **SURVEY:** At least 5 days prior to Closing Date, Buyer may, at Buyer's expense, have the Real Property surveyed and certified by a registered Florida surveyor ("Survey"). If Seller has a survey covering the Real Property, a copy shall be furnished to Buyer and Closing Agent within 5 days after Effective Date.

(e) **HOME WARRANTY:** At Closing, ☐ Buyer ☒ Seller ☐ N/A shall pay for a home warranty plan issued by Home Warranty of America \_\_\_\_\_ at a cost not to exceed \$550.00. A home warranty plan provides for repair or replacement of many of a home's mechanical systems and major built-in appliances in the event of breakdown due to normal wear and tear during the agreement's warranty period.

(f) **SPECIAL ASSESSMENTS:** At Closing, Seller shall pay: (i) the full amount of liens imposed by a public body ("public body" does not include a Condominium or Homeowner's Association) that are certified, confirmed and ratified before Closing; and (ii) the amount of the public body's most recent estimate or assessment for an improvement which is substantially complete as of Effective Date, but that has not resulted in a lien being imposed on the Property before Closing. Buyer shall pay all other assessments. If special assessments may be paid in installments **(CHECK ONE):**

☐ (a) Seller shall pay installments due prior to Closing and Buyer shall pay installments due after Closing. Installments prepaid or due for the year of Closing shall be prorated.

☐ (b) Seller shall pay, in full, prior to or at the time of Closing, any assessment(s) allowed by the public body to be prepaid. For any assessment(s) which the public body does not allow prepayment, OPTION (a) shall be deemed selected for such assessment(s).

IF NEITHER BOX IS CHECKED, THEN OPTION (a) SHALL BE DEEMED SELECTED.

This Paragraph 9(f) shall not apply to a special benefit tax lien imposed by a community development district (CDD) pursuant to Chapter 190, F.S., or special assessment(s) imposed by a special district pursuant to Chapter 189, F.S., which lien(s) or assessment(s) shall be prorated pursuant to STANDARD K.

**DISCLOSURES**

**10. DISCLOSURES:**

(a) **RADON GAS:** Radon is a naturally occurring radioactive gas that, when it is accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county health department.

(b) **PERMITS DISCLOSURE:** Except as may have been disclosed by Seller to Buyer in a written disclosure, Seller does not know of any improvements made to the Property which were made without required permits or made pursuant to permits which have not been properly closed or otherwise disposed of pursuant to Section 553.79, F.S. If Seller identifies permits which have not been closed or improvements which were not permitted, then Seller shall promptly deliver to Buyer all plans, written documentation or other information in Seller's possession, knowledge, or control relating to improvements to the Property which are the subject of such open permits or unpermitted improvements.

(c) **MOLD:** Mold is naturally occurring and may cause health risks or damage to property. If Buyer is concerned or desires additional information regarding mold, Buyer should contact an appropriate professional.

(d) **FLOOD ZONE; ELEVATION CERTIFICATION:** Buyer is advised to verify by elevation certificate which flood zone the Property is in, whether flood insurance is required by Buyer's lender, and what restrictions apply to improving the Property and rebuilding in the event of casualty. If Property is in a "Special Flood Hazard Area"

Buyer's Initials

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or "Coastal Barrier Resources Act" designated area or otherwise protected area identified by the U.S. Fish and Wildlife Service under the Coastal Barrier Resources Act and the lowest floor elevation for the building(s) and/or flood insurance rating purposes is below minimum flood elevation or is ineligible for flood insurance coverage through the National Flood Insurance Program or private flood insurance as defined in 42 U.S.C. §4012a, Buyer may terminate this Contract by delivering written notice to Seller within \_\_\_\_\_ (if left blank, then 20) days after Effective Date, and Buyer shall be refunded the Deposit thereby releasing Buyer and Seller from all further obligations under this Contract, failing which Buyer accepts existing elevation of buildings and flood zone designation of Property.

- (e) **ENERGY BROCHURE:** Buyer acknowledges receipt of Florida Energy-Efficiency Rating Information Brochure required by Section 553.996, F.S.
- (f) **LEAD-BASED PAINT:** If Property includes pre-1978 residential housing, a lead-based paint disclosure is mandatory.
- (g) **HOMEOWNERS' ASSOCIATION/COMMUNITY DISCLOSURE: BUYER SHOULD NOT EXECUTE THIS CONTRACT UNTIL BUYER HAS RECEIVED AND READ THE HOMEOWNERS' ASSOCIATION/COMMUNITY DISCLOSURE, IF APPLICABLE.**
- (h) **PROPERTY TAX DISCLOSURE SUMMARY:** BUYER SHOULD NOT RELY ON THE SELLER'S CURRENT PROPERTY TAXES AS THE AMOUNT OF PROPERTY TAXES THAT THE BUYER MAY BE OBLIGATED TO PAY IN THE YEAR SUBSEQUENT TO PURCHASE. A CHANGE OF OWNERSHIP OR PROPERTY IMPROVEMENTS TRIGGERS REASSESSMENTS OF THE PROPERTY THAT COULD RESULT IN HIGHER PROPERTY TAXES. IF YOU HAVE ANY QUESTIONS CONCERNING VALUATION, CONTACT THE COUNTY PROPERTY APPRAISER'S OFFICE FOR INFORMATION.
- (i) **FOREIGN INVESTMENT IN REAL PROPERTY TAX ACT ("FIRPTA"):** Seller shall inform Buyer in writing if Seller is a "foreign person" as defined by the Foreign Investment in Real Property Tax Act ("FIRPTA"). Buyer and Seller shall comply with FIRPTA, which may require Seller to provide additional cash at Closing. If Seller is not a "foreign person", Seller can provide Buyer, at or prior to Closing, a certification of non-foreign status, under penalties of perjury, to inform Buyer and Closing Agent that no withholding is required. See STANDARD V for further information pertaining to FIRPTA. Buyer and Seller are advised to seek legal counsel and tax advice regarding their respective rights, obligations, reporting and withholding requirements pursuant to FIRPTA.
- (j) **SELLER DISCLOSURE:** Seller knows of no facts materially affecting the value of the Real Property which are not readily observable and which have not been disclosed to Buyer. Except as provided for in the preceding sentence, Seller extends and intends no warranty and makes no representation of any type, either express or implied, as to the physical condition or history of the Property. Except as otherwise disclosed in writing Seller has received no written or verbal notice from any governmental entity or agency as to a currently uncorrected building, environmental or safety code violation.

#### PROPERTY MAINTENANCE, CONDITION, INSPECTIONS AND EXAMINATIONS

- 11. PROPERTY MAINTENANCE:** Except for ordinary wear and tear and Casualty Loss, Seller shall maintain the Property, including, but not limited to, lawn, shrubbery, and pool, in the condition existing as of Effective Date ("AS IS Maintenance Requirement"). See Paragraph 9(a) for escrow procedures, if applicable.

#### 12. PROPERTY INSPECTION; RIGHT TO CANCEL:

- (a) **PROPERTY INSPECTIONS AND RIGHT TO CANCEL:** Buyer shall have 10 \_\_\_\_\_ (if left blank, then 15) days after Effective Date ("Inspection Period") within which to have such inspections of the Property performed as Buyer shall desire during the Inspection Period. If Buyer determines, in Buyer's sole discretion, that the Property is not acceptable to Buyer, Buyer may terminate this Contract by delivering written notice of such election to Seller prior to expiration of Inspection Period. If Buyer timely terminates this Contract, the Deposit paid shall be returned to Buyer, thereupon, Buyer and Seller shall be released of all further obligations under this Contract; however, Buyer shall be responsible for prompt payment for such inspections, for repair of damage to, and restoration of, the Property resulting from such inspections, and shall provide Seller with paid receipts for all work done on the Property (the preceding provision shall survive termination of this Contract). Unless Buyer exercises the right to terminate granted herein, Buyer accepts the physical condition of the Property and any violation of governmental, building, environmental, and safety codes, restrictions, or requirements, but subject to Seller's continuing AS IS Maintenance Requirement, and Buyer shall be responsible for any and all repairs and improvements required by Buyer's lender.

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- (b) **WALK-THROUGH INSPECTION/RE-INSPECTION:** On the day prior to Closing Date, or on Closing Date prior to time of Closing, as specified by Buyer, Buyer or Buyer's representative may perform a walk-through (and follow-up walk-through, if necessary) inspection of the Property solely to confirm that all items of Personal Property are on the Property and to verify that Seller has maintained the Property as required by the AS IS Maintenance Requirement and has met all other contractual obligations.
- (c) **SELLER ASSISTANCE AND COOPERATION IN CLOSE-OUT OF BUILDING PERMITS:** If Buyer's inspection of the Property identifies open or needed building permits, then Seller shall promptly deliver to Buyer all plans, written documentation or other information in Seller's possession, knowledge, or control relating to improvements to the Property which are the subject of such open or needed permits, and shall promptly cooperate in good faith with Buyer's efforts to obtain estimates of repairs or other work necessary to resolve such permit issues. Seller's obligation to cooperate shall include Seller's execution of necessary authorizations, consents, or other documents necessary for Buyer to conduct inspections and have estimates of such repairs or work prepared, but in fulfilling such obligation, Seller shall not be required to expend, or become obligated to expend, any money.
- (d) **ASSIGNMENT OF REPAIR AND TREATMENT CONTRACTS AND WARRANTIES:** At Buyer's option and cost, Seller will, at Closing, assign all assignable repair, treatment and maintenance contracts and warranties to Buyer.

#### ESCROW AGENT AND BROKER

- 13. ESCROW AGENT:** Any Closing Agent or Escrow Agent (collectively "Agent") receiving the Deposit, other funds and other items is authorized, and agrees by acceptance of them, to deposit them promptly, hold same in escrow within the State of Florida and, subject to Collection, disburse them in accordance with terms and conditions of this Contract. Failure of funds to become Collected shall not excuse Buyer's performance. When conflicting demands for the Deposit are received, or Agent has a good faith doubt as to entitlement to the Deposit, Agent may take such actions permitted by this Paragraph 13, as Agent deems advisable. If in doubt as to Agent's duties or liabilities under this Contract, Agent may, at Agent's option, continue to hold the subject matter of the escrow until the parties agree to its disbursement or until a final judgment of a court of competent jurisdiction shall determine the rights of the parties, or Agent may deposit same with the clerk of the circuit court having jurisdiction of the dispute. An attorney who represents a party and also acts as Agent may represent such party in such action. Upon notifying all parties concerned of such action, all liability on the part of Agent shall fully terminate, except to the extent of accounting for any items previously delivered out of escrow. If a licensed real estate broker, Agent will comply with provisions of Chapter 475, F.S., as amended and FREC rules to timely resolve escrow disputes through mediation, arbitration, interpleader or an escrow disbursement order.
- In any proceeding between Buyer and Seller wherein Agent is made a party because of acting as Agent hereunder, or in any proceeding where Agent interpleads the subject matter of the escrow, Agent shall recover reasonable attorney's fees and costs incurred, to be paid pursuant to court order out of the escrowed funds or equivalent. Agent shall not be liable to any party or person for mis-delivery of any escrowed items, unless such mis-delivery is due to Agent's willful breach of this Contract or Agent's gross negligence. This Paragraph 13 shall survive Closing or termination of this Contract.
- 14. PROFESSIONAL ADVICE; BROKER LIABILITY:** Broker advises Buyer and Seller to verify Property condition, square footage, and all other facts and representations made pursuant to this Contract and to consult appropriate professionals for legal, tax, environmental, and other specialized advice concerning matters affecting the Property and the transaction contemplated by this Contract. Broker represents to Buyer that Broker does not reside on the Property and that all representations (oral, written or otherwise) by Broker are based on Seller representations or public records. **BUYER AGREES TO RELY SOLELY ON SELLER, PROFESSIONAL INSPECTORS AND GOVERNMENTAL AGENCIES FOR VERIFICATION OF PROPERTY CONDITION, SQUARE FOOTAGE AND FACTS THAT MATERIALLY AFFECT PROPERTY VALUE AND NOT ON THE REPRESENTATIONS (ORAL, WRITTEN OR OTHERWISE) OF BROKER.** Buyer and Seller (individually, the "Indemnifying Party") each individually indemnifies, holds harmless, and releases Broker and Broker's officers, directors, agents and employees from all liability for loss or damage, including all costs and expenses, and reasonable attorney's fees at all levels, suffered or incurred by Broker and Broker's officers, directors, agents and employees in connection with or arising from claims, demands or causes of action instituted by Buyer or Seller based on: (i) inaccuracy of information provided by the Indemnifying Party or from public records; (ii) Indemnifying Party's misstatement(s) or failure to perform contractual obligations; (iii) Broker's performance, at Indemnifying Party's request, of any task beyond the scope of services regulated by Chapter 475, F.S., as amended, including Broker's referral, recommendation or retention of any vendor for, or on behalf of, Indemnifying Party; (iv) products or services provided by any such vendor for, or on behalf of, Indemnifying Party; and (v) expenses incurred by any such vendor.

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Buyer and Seller each assumes full responsibility for selecting and compensating their respective vendors and paying their other costs under this Contract whether or not this transaction closes. This Paragraph 14 will not relieve Broker of statutory obligations under Chapter 475, F.S., as amended. For purposes of this Paragraph 14, Broker will be treated as a party to this Contract. This Paragraph 14 shall survive Closing or termination of this Contract.

#### DEFAULT AND DISPUTE RESOLUTION

##### 15. DEFAULT:

- (a) **BUYER DEFAULT:** If Buyer fails, neglects or refuses to perform Buyer's obligations under this Contract, including payment of the Deposit, within the time(s) specified, Seller may elect to recover and retain the Deposit for the account of Seller as agreed upon liquidated damages, consideration for execution of this Contract, and in full settlement of any claims, whereupon Buyer and Seller shall be relieved from all further obligations under this Contract, or Seller, at Seller's option, may, pursuant to Paragraph 16, proceed in equity to enforce Seller's rights under this Contract. The portion of the Deposit, if any, paid to Listing Broker upon default by Buyer, shall be split equally between Listing Broker and Cooperating Broker; provided however, Cooperating Broker's share shall not be greater than the commission amount Listing Broker had agreed to pay to Cooperating Broker.
- (b) **SELLER DEFAULT:** If for any reason other than failure of Seller to make Seller's title marketable after reasonable diligent effort, Seller fails, neglects or refuses to perform Seller's obligations under this Contract, Buyer may elect to receive return of Buyer's Deposit without thereby waiving any action for damages resulting from Seller's breach, and, pursuant to Paragraph 16, may seek to recover such damages or seek specific performance.

This Paragraph 15 shall survive Closing or termination of this Contract.

##### 16. DISPUTE RESOLUTION: Unresolved controversies, claims and other matters in question between Buyer and Seller arising out of, or relating to, this Contract or its breach, enforcement or interpretation ("Dispute") will be settled as follows:

- (a) Buyer and Seller will have 10 days after the date conflicting demands for the Deposit are made to attempt to resolve such Dispute, failing which, Buyer and Seller shall submit such Dispute to mediation under Paragraph 16(b).
- (b) Buyer and Seller shall attempt to settle Disputes in an amicable manner through mediation pursuant to Florida Rules for Certified and Court-Appointed Mediators and Chapter 44, F.S., as amended (the "Mediation Rules"). The mediator must be certified or must have experience in the real estate industry. Injunctive relief may be sought without first complying with this Paragraph 16(b). Disputes not settled pursuant to this Paragraph 16 may be resolved by instituting action in the appropriate court having jurisdiction of the matter. This Paragraph 16 shall survive Closing or termination of this Contract.

##### 17. ATTORNEY'S FEES; COSTS: The parties will split equally any mediation fee incurred in any mediation permitted by this Contract, and each party will pay their own costs, expenses and fees, including attorney's fees, incurred in conducting the mediation. In any litigation permitted by this Contract, the prevailing party shall be entitled to recover from the non-prevailing party costs and fees, including reasonable attorney's fees, incurred in conducting the litigation. This Paragraph 17 shall survive Closing or termination of this Contract.

#### STANDARDS FOR REAL ESTATE TRANSACTIONS ("STANDARDS")

##### 18. STANDARDS:

###### A. TITLE:

(i) **TITLE EVIDENCE; RESTRICTIONS; EASEMENTS; LIMITATIONS:** Within the time period provided in Paragraph 9(c), the Title Commitment, with legible copies of instruments listed as exceptions attached thereto, shall be issued and delivered to Buyer. The Title Commitment shall set forth those matters to be discharged by Seller at or before Closing and shall provide that, upon recording of the deed to Buyer, an owner's policy of title insurance in the amount of the Purchase Price, shall be issued to Buyer insuring Buyer's marketable title to the Real Property, subject only to the following matters: (a) comprehensive land use plans, zoning, and other land use restrictions, prohibitions and requirements imposed by governmental authority; (b) restrictions and matters appearing on the Plat or otherwise common to the subdivision; (c) outstanding oil, gas and mineral rights of record without right of entry; (d) unplatted public utility easements of record (located contiguous to real property lines and not more than 10 feet in width as to rear or front lines and 7 1/2 feet in width as to side lines); (e) taxes for year of Closing and addendum; provided, that, none prevent use of Property for **RESIDENTIAL PURPOSES**. If there exists at Closing any violation of items identified in (b) – (f) above, then the same shall be deemed a title defect. Marketable title shall be determined according to applicable Title Standards adopted by authority of The Florida Bar and in accordance with law.

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## STANDARDS FOR REAL ESTATE TRANSACTIONS ("STANDARDS") CONTINUED

(ii) **TITLE EXAMINATION:** Buyer shall have 5 days after receipt of Title Commitment to examine it and notify Seller in writing specifying defect(s), if any, that render title unmarketable. If Seller provides Title Commitment and it is delivered to Buyer less than 5 days prior to Closing Date, Buyer may extend Closing for up to 5 days after date of receipt to examine same in accordance with this STANDARD A. Seller shall have 30 days ("Cure Period") after receipt of Buyer's notice to take reasonable diligent efforts to remove defects. If Buyer fails to so notify Seller, Buyer shall be deemed to have accepted title as it then is. If Seller cures defects within Cure Period, Seller will deliver written notice to Buyer (with proof of cure acceptable to Buyer and Buyer's attorney) and the parties will close this Contract on Closing Date (or if Closing Date has passed, within 10 days after Buyer's receipt of Seller's notice). If Seller is unable to cure defects within Cure Period, then Buyer may, within 5 days after expiration of Cure Period, deliver written notice to Seller: (a) extending Cure Period for a specified period not to exceed 120 days within which Seller shall continue to use reasonable diligent effort to remove or cure the defects ("Extended Cure Period"); or (b) electing to accept title with existing defects and close this Contract on Closing Date (or if Closing Date has passed, within the earlier of 10 days after end of Extended Cure Period or Buyer's receipt of Seller's notice), or (c) electing to terminate this Contract and receive a refund of the Deposit, thereby releasing Buyer and Seller from all further obligations under this Contract. If after reasonable diligent effort, Seller is unable to timely cure defects, and Buyer does not waive the defects, this Contract shall terminate, and Buyer shall receive a refund of the Deposit, thereby releasing Buyer and Seller from all further obligations under this Contract.

**B. SURVEY:** If Survey discloses encroachments on the Real Property or that improvements located thereon encroach on setback lines, easements, or lands of others, or violate any restrictions, covenants, or applicable governmental regulations described in STANDARD A (i)(a), (b) or (d) above, Buyer shall deliver written notice of such matters, together with a copy of Survey, to Seller within 5 days after Buyer's receipt of Survey, but no later than Closing. If Buyer timely delivers such notice and Survey to Seller, such matters identified in the notice and Survey shall constitute a title defect, subject to cure obligations of STANDARD A above. If Seller has delivered a prior survey, Seller shall, at Buyer's request, execute an affidavit of "no change" to the Real Property since the preparation of such prior survey, to the extent the affirmations therein are true and correct.

**C. INGRESS AND EGRESS:** Seller represents that there is ingress and egress to the Real Property and title to the Real Property is insurable in accordance with STANDARD A without exception for lack of legal right of access.

**D. LEASE INFORMATION:** Seller shall, at least 10 days prior to Closing, furnish to Buyer estoppel letters from tenant(s)/occupant(s) specifying nature and duration of occupancy, rental rates, advanced rent and security deposits paid by tenant(s) or occupant(s) ("Estoppel Letter(s)"). If Seller is unable to obtain such Estoppel Letter(s) the same information shall be furnished by Seller to Buyer within that time period in the form of a Seller's affidavit and Buyer may thereafter contact tenant(s) or occupant(s) to confirm such information. If Estoppel Letter(s) or Seller's affidavit, if any, differ materially from Seller's representations and lease(s) provided pursuant to Paragraph 6, or if tenant(s)/occupant(s) fail or refuse to confirm Seller's affidavit, Buyer may deliver written notice to Seller within 5 days after receipt of such information, but no later than 5 days prior to Closing Date, terminating this Contract and receive a refund of the Deposit, thereby releasing Buyer and Seller from all further obligations under this Contract. Seller shall, at Closing, deliver and assign all leases to Buyer who shall assume Seller's obligations thereunder.

**E. LIENS:** Seller shall furnish to Buyer at Closing an affidavit attesting (i) to the absence of any financing statement, claims of lien or potential lienors known to Seller and (ii) that there have been no improvements or repairs to the Real Property for 90 days immediately preceding Closing Date. If the Real Property has been improved or repaired within that time, Seller shall deliver releases or waivers of construction liens executed by all general contractors, subcontractors, suppliers and materialmen in addition to Seller's lien affidavit setting forth names of all such general contractors, subcontractors, suppliers and materialmen, further affirming that all charges for improvements or repairs which could serve as a basis for a construction lien or a claim for damages have been paid or will be paid at Closing.

**F. TIME: Time is of the essence in this Contract.** Calendar days, based on where the Property is located, shall be used in computing time periods. Other than time for acceptance and Effective Date as set forth in Paragraph 3, any time periods provided for or dates specified in this Contract, whether preprinted, handwritten, typewritten or inserted herein, which shall end or occur on a Saturday, Sunday, national legal public holiday (as defined in 5 U.S.C. Sec. 6103(a)), or a day on which a national legal public holiday is observed because it fell on a Saturday or Sunday, shall extend to the next calendar day which is not a Saturday, Sunday, national legal public holiday, or a day on which a national legal public holiday is observed.

**G. FORCE MAJEURE:** Buyer or Seller shall not be required to exercise or perform any right or obligation under this Contract or be liable to each other for damages so long as performance or non-performance of the right or obligation, or the availability of services, insurance, or required approvals essential to Closing, is disrupted, delayed,

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## STANDARDS FOR REAL ESTATE TRANSACTIONS ("STANDARDS") CONTINUED

caused or prevented by a Force Majeure event. "Force Majeure" means: hurricanes, floods, extreme weather, earthquakes, fires, or other acts of God, unusual transportation delays, wars, insurrections, civil unrest, or acts of terrorism, governmental actions and mandates, government shut downs, epidemics, or pandemics, which, by exercise of reasonable diligent effort, the non-performing party is unable in whole or in part to prevent or overcome. The Force Majeure event will be deemed to have begun on the first day the effect of the Force Majeure prevents performance, non-performance, or the availability of services, insurance or required approvals essential to Closing. All time periods affected by the Force Majeure event, including Closing Date, will be extended a reasonable time up to 7 days after the Force Majeure event no longer prevents performance under this Contract; provided, however, if such Force Majeure event continues to prevent performance under this Contract more than 30 days beyond Closing Date, then either party may terminate this Contract by delivering written notice to the other and the Deposit shall be refunded to Buyer, thereby releasing Buyer and Seller from all further obligations under this Contract.

**H. CONVEYANCE:** Seller shall convey marketable title to the Real Property by statutory warranty, trustee's, personal representative's, or guardian's deed, as appropriate to the status of Seller, subject only to matters described in STANDARD A and those accepted by Buyer. Personal Property shall, at request of Buyer, be transferred by absolute bill of sale with warranty of title, subject only to such matters as may be provided for in this Contract.

### **I. CLOSING LOCATION; DOCUMENTS; AND PROCEDURE:**

(i) **LOCATION:** Closing will be conducted by the attorney or other closing agent ("Closing Agent") designated by the party paying for the owner's policy of title insurance and will take place in the county where the Real Property is located at the office of the Closing Agent, or at such other location agreed to by the parties. If there is no title insurance, Seller will designate Closing Agent. Closing may be conducted by mail, overnight courier, or electronic means.

(ii) **CLOSING DOCUMENTS:** Seller shall at or prior to Closing, execute and deliver, as applicable, deed, bill of sale, certificate(s) of title or other documents necessary to transfer title to the Property, construction lien affidavit(s), owner's possession and no lien affidavit(s), and assignment(s) of leases. Seller shall provide Buyer with paid receipts for all work done on the Property pursuant to this Contract. Buyer shall furnish and pay for, as applicable, the survey, flood elevation certification, and documents required by Buyer's lender.

(iii) **FinCEN GTO REPORTING OBLIGATION.** If Closing Agent is required to comply with a U.S. Treasury Department's Financial Crimes Enforcement Network ("FinCEN") Geographic Targeting Order ("GTO"), then Buyer shall provide Closing Agent with essential information and documentation related to Buyer and its Beneficial Owners, including photo identification, and related to the transaction contemplated by this Contract which are required to complete mandatory reporting, including the Currency Transaction Report; and Buyer consents to Closing Agent's collection and report of said information to IRS.

(iv) **PROCEDURE:** The deed shall be recorded upon Collection of all closing funds. If the Title Commitment provides insurance against adverse matters pursuant to Section 627.7841, F.S., as amended, the escrow closing procedure required by STANDARD J shall be waived, and Closing Agent shall, **subject to Collection of all closing funds**, disburse at Closing the brokerage fees to Broker and the net sale proceeds to Seller.

**J. ESCROW CLOSING PROCEDURE:** If Title Commitment issued pursuant to Paragraph 9(c) does not provide for insurance against adverse matters as permitted under Section 627.7841, F.S., as amended, the following escrow and closing procedures shall apply: (1) all Closing proceeds shall be held in escrow by the Closing Agent for a period of not more than 10 days after Closing; (2) if Seller's title is rendered unmarketable, through no fault of Buyer, Buyer shall, within the 10 day period, notify Seller in writing of the defect and Seller shall have 30 days from date of receipt of such notification to cure the defect; (3) if Seller fails to timely cure the defect, the Deposit and all Closing funds paid by Buyer shall, within 5 days after written demand by Buyer, be refunded to Buyer and, simultaneously with such repayment, Buyer shall return the Personal Property, vacate the Real Property and re-convey the Property to Seller by special warranty deed and bill of sale; and (4) if Buyer fails to make timely demand for refund of the Deposit, Buyer shall take title as is, waiving all rights against Seller as to any intervening defect except as may be available to Buyer by virtue of warranties contained in the deed or bill of sale.

**K. PRORATIONS; CREDITS:** The following recurring items will be made current (if applicable) and prorated as of the day prior to Closing Date, or date of occupancy if occupancy occurs before Closing Date: real estate taxes (including special benefit tax assessments imposed by a CDD pursuant to Chapter 190, F.S., and assessments imposed by special district(s) pursuant to Chapter 189, F.S.), interest, bonds, association fees, insurance, rents and other expenses of Property. Buyer shall have option of taking over existing policies of insurance, if assumable, in which event premiums shall be prorated. Cash at Closing shall be increased or decreased as may be required by prorations to be made through day prior to Closing. Advance rent and security deposits, if any, will be credited to Buyer. Escrow deposits held by Seller's mortgagee will be paid to Seller. Taxes shall be prorated based on current year's tax. If Closing occurs on a date when current year's millage is not fixed but current year's assessment

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## STANDARDS FOR REAL ESTATE TRANSACTIONS ("STANDARDS") CONTINUED

is available, taxes will be prorated based upon such assessment and prior year's millage. If current year's assessment is not available, then taxes will be prorated on prior year's tax. If there are completed improvements on the Real Property by January 1st of year of Closing, which improvements were not in existence on January 1st of prior year, then taxes shall be prorated based upon prior year's millage and at an equitable assessment to be agreed upon between the parties, failing which, request shall be made to the County Property Appraiser for an informal assessment taking into account available exemptions. In all cases, due allowance shall be made for the maximum allowable discounts and applicable homestead and other exemptions. A tax proration based on an estimate shall, at either party's request, be readjusted upon receipt of current year's tax bill. This STANDARD K shall survive Closing.

**L. ACCESS TO PROPERTY TO CONDUCT APPRAISALS, INSPECTIONS, AND WALK-THROUGH:** Seller shall, upon reasonable notice, provide utilities service and access to Property for appraisals and inspections, including a walk-through (or follow-up walk-through if necessary) prior to Closing.

**M. RISK OF LOSS:** If, after Effective Date, but before Closing, Property is damaged by fire or other casualty ("Casualty Loss") and cost of restoration (which shall include cost of pruning or removing damaged trees) does not exceed 1.5% of Purchase Price, cost of restoration shall be an obligation of Seller and Closing shall proceed pursuant to terms of this Contract. If restoration is not completed as of Closing, a sum equal to 125% of estimated cost to complete restoration (not to exceed 1.5% of Purchase Price) will be escrowed at Closing. If actual cost of restoration exceeds escrowed amount, Seller shall pay such actual costs (but, not in excess of 1.5% of Purchase Price). Any unused portion of escrowed amount shall be returned to Seller. If cost of restoration exceeds 1.5% of Purchase Price, Buyer shall elect to either take Property "as is" together with the 1.5% or receive a refund of the Deposit thereby releasing Buyer and Seller from all further obligations under this Contract. Seller's sole obligation with respect to tree damage by casualty or other natural occurrence shall be cost of pruning or removal.

**N. 1031 EXCHANGE:** If either Seller or Buyer wish to enter into a like-kind exchange (either simultaneously with Closing or deferred) under Section 1031 of the Internal Revenue Code ("Exchange"), the other party shall cooperate in all reasonable respects to effectuate the Exchange, including execution of documents; provided, however, cooperating party shall incur no liability or expense related to the Exchange, and Closing shall not be contingent upon, nor extended or delayed by, such Exchange.

**O. CONTRACT NOT RECORDABLE; PERSONS BOUND; NOTICE; DELIVERY; COPIES; CONTRACT EXECUTION:** Neither this Contract nor any notice of it shall be recorded in any public or official records. This Contract shall be binding on, and inure to the benefit of, the parties and their respective heirs or successors in interest. Whenever the context permits, singular shall include plural and one gender shall include all. Notice and delivery given by or to the attorney or broker (including such broker's real estate licensee) representing any party shall be as effective as if given by or to that party. All notices must be in writing and may only be made by mail, facsimile transmission, personal delivery or email. A facsimile or electronic copy of this Contract and any signatures hereon shall be considered for all purposes as an original. This Contract may be executed by use of electronic signatures, as determined by Florida's Electronic Signature Act and other applicable laws.

**P. INTEGRATION; MODIFICATION:** This Contract contains the full and complete understanding and agreement of Buyer and Seller with respect to the transaction contemplated by this Contract and no prior agreements or representations shall be binding upon Buyer or Seller unless included in this Contract. No modification to or change in this Contract shall be valid or binding upon Buyer or Seller unless in writing and executed by the parties intended to be bound by it.

**Q. WAIVER:** Failure of Buyer or Seller to insist on compliance with, or strict performance of, any provision of this Contract, or to take advantage of any right under this Contract, shall not constitute a waiver of other provisions or rights.

**R. RIDERS; ADDENDA; TYPEWRITTEN OR HANDWRITTEN PROVISIONS:** Riders, addenda, and typewritten or handwritten provisions shall control all printed provisions of this Contract in conflict with them.

**S. COLLECTION or COLLECTED:** "Collection" or "Collected" means any checks tendered or received, including Deposits, have become actually and finally collected and deposited in the account of Escrow Agent or Closing Agent. Closing and disbursement of funds and delivery of closing documents may be delayed by Closing Agent until such amounts have been Collected in Closing Agent's accounts.

**T. RESERVED.**

**U. APPLICABLE LAW AND VENUE:** This Contract shall be construed in accordance with the laws of the State of Florida and venue for resolution of all disputes, whether by mediation, arbitration or litigation, shall lie in the county where the Real Property is located.

**V. FIRPTA TAX WITHHOLDING:** If a seller of U.S. real property is a "foreign person" as defined by FIRPTA, Section 1445 of the Internal Revenue Code ("Code") requires the buyer of the real property to withhold up to 15% of the amount realized by the seller on the transfer and remit the withheld amount to the Internal Revenue Service

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## STANDARDS FOR REAL ESTATE TRANSACTIONS ("STANDARDS") CONTINUED

(IRS) unless an exemption to the required withholding applies or the seller has obtained a Withholding Certificate from the IRS authorizing a reduced amount of withholding.

(i) No withholding is required under Section 1445 of the Code if the Seller is not a "foreign person". Seller can provide proof of non-foreign status to Buyer by delivery of written certification signed under penalties of perjury, stating that Seller is not a foreign person and containing Seller's name, U.S. taxpayer identification number and home address (or office address, in the case of an entity), as provided for in 26 CFR 1.1445-2(b). Otherwise, Buyer shall withhold the applicable percentage of the amount realized by Seller on the transfer and timely remit said funds to the IRS.

(ii) If Seller is a foreign person and has received a Withholding Certificate from the IRS which provides for reduced or eliminated withholding in this transaction and provides same to Buyer by Closing, then Buyer shall withhold the reduced sum required, if any, and timely remit said funds to the IRS.

(iii) If prior to Closing Seller has submitted a completed application to the IRS for a Withholding Certificate and has provided to Buyer the notice required by 26 CFR 1.1445-1(c) (2)(i)(B) but no Withholding Certificate has been received as of Closing, Buyer shall, at Closing, withhold the applicable percentage of the amount realized by Seller on the transfer and, at Buyer's option, either (a) timely remit the withheld funds to the IRS or (b) place the funds in escrow, at Seller's expense, with an escrow agent selected by Buyer and pursuant to terms negotiated by the parties, to be subsequently disbursed in accordance with the Withholding Certificate issued by the IRS or remitted directly to the IRS if the Seller's application is rejected or upon terms set forth in the escrow agreement.

(iv) In the event the net proceeds due Seller are not sufficient to meet the withholding requirement(s) in this transaction, Seller shall deliver to Buyer, at Closing, the additional Collected funds necessary to satisfy the applicable requirement and thereafter Buyer shall timely remit said funds to the IRS or escrow the funds for disbursement in accordance with the final determination of the IRS, as applicable.

(v) Upon remitting funds to the IRS pursuant to this STANDARD, Buyer shall provide Seller copies of IRS Forms 8288 and 8288-A, as filed.

### W. RESERVED

**X. BUYER WAIVER OF CLAIMS:** *To the extent permitted by law, Buyer waives any claims against Seller and against any real estate licensee involved in the negotiation of this Contract for any damage or defects pertaining to the physical condition of the Property that may exist at Closing of this Contract and be subsequently discovered by the Buyer or anyone claiming by, through, under or against the Buyer. This provision does not relieve Seller's obligation to comply with Paragraph 10(j). This Standard X shall survive Closing.*

## ADDENDA AND ADDITIONAL TERMS

**19. ADDENDA:** The following additional terms are included in the attached addenda or riders and incorporated into this Contract (Check if applicable):

- ☐ A. Condominium Rider
- ☐ B. Homeowners' Assn.
- ☐ C. Seller Financing
- ☐ D. Mortgage Assumption
- ☐ E. FHA/VA Financing
- ☒ F. Appraisal Contingency
- ☐ G. Short Sale
- ☐ H. Homeowners/Flood Ins.
- ☐ I. RESERVED
- ☐ J. Interest-Bearing Acct
- ☐ K. RESERVED
- ☐ L. RESERVED

- ☐ M. Defective Drywall
- ☐ N. Coastal Construction Control Line
- ☐ O. Insulation Disclosure
- ☐ P. Lead Paint Disclosure (Pre-1978)
- ☐ Q. Housing for Older Persons
- ☐ R. Rezoning
- ☐ S. Lease Purchase/ Lease Option
- ☐ T. Pre-Closing Occupancy
- ☐ U. Post-Closing Occupancy
- ☒ V. Sale of Buyer's Property
- ☐ W. Back-up Contract

- ☐ X. Kick-out Clause
- ☐ Y. Seller's Attorney Approval
- ☐ Z. Buyer's Attorney Approval
- ☐ AA. Licensee Property Interest
- ☐ BB. Binding Arbitration
- ☐ CC. Miami-Dade County Special Taxing District Disclosure
- ☐ DD. Seasonal/Vacation Rentals
- ☐ EE. PACE Disclosure
- ☐ Other: \_\_\_\_\_

Buyer's Initials

Florida Realtors/Florida Bar

  
03/16/23  
dotloop verified

  
03/16/23  
dotloop verified

Seller's Initials

  
WRM

  
DM



20. ADDITIONAL TERMS:

COUNTER-OFFER

☐ Seller counters Buyer's offer.

**THIS IS INTENDED TO BE A LEGALLY BINDING CONTRACT. IF NOT FULLY UNDERSTOOD, SEEK THE ADVICE OF AN ATTORNEY PRIOR TO SIGNING.**

**THIS FORM HAS BEEN APPROVED BY THE FLORIDA REALTORS AND THE FLORIDA BAR.**

*Approval of this form by the Florida Realtors and The Florida Bar does not constitute an opinion that any of the terms and conditions in this Contract should be accepted by the parties in a particular transaction. Terms and conditions should be negotiated based upon the respective interests, objectives and bargaining positions of all interested persons.*

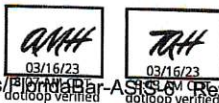
AN ASTERISK (\*) FOLLOWING A LINE NUMBER IN THE MARGIN INDICATES THE LINE CONTAINS A BLANK TO BE COMPLETED.

|                                        |                           |                                                                                  |             |
|----------------------------------------|---------------------------|----------------------------------------------------------------------------------|-------------|
| Buyer:                                 | <u>Thomas Alan Hughes</u> | <small>dotloop verified<br/>03/16/23 8:43 AM CDT<br/>MEHQ-UF89-J8TH-VFVN</small> | Date: _____ |
| Buyer:                                 | <u>April Marie Hughes</u> | <small>dotloop verified<br/>03/16/23 8:57 AM CDT<br/>VTUP-3FAM-W0QF-KW3T</small> | Date: _____ |
| Seller:                                | <u>William R Miller</u>   | <u>03/17/23</u>                                                                  | Date: _____ |
| Seller:                                | <u>Delia Miller</u>       | <u>03/17/23</u>                                                                  | Date: _____ |
| Buyer's address for purposes of notice |                           | Seller's address for purposes of notice                                          |             |
| <u>602 Sandalwood Drive</u>            |                           | _____                                                                            |             |
| <u>Destin, Florida 32541</u>           |                           | _____                                                                            |             |
| _____                                  |                           | _____                                                                            |             |

**BROKER:** Listing and Cooperating Brokers, if any, named below (collectively, "Broker"), are the only Brokers entitled to compensation in connection with this Contract. Instruction to Closing Agent: Seller and Buyer direct Closing Agent to disburse at Closing the full amount of the brokerage fees as specified in separate brokerage agreements with the parties and cooperative agreements between the Brokers, except to the extent Broker has retained such fees from the escrowed funds. This Contract shall not modify any MLS or other offer of compensation made by Seller or Listing Broker to Cooperating Brokers.

Wendi Townsend  
**Cooperating Sales Associate, if any**  
Sand Dunes Real Estate LLC  
**Cooperating Broker, if any**

Cathy J Alley  
**Listing Sales Associate**  
Berkshire Hathaway HomeServices PenFed Realty  
**Listing Broker**





# Comprehensive Rider to the Residential Contract For Sale And Purchase

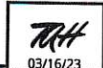
THIS FORM HAS BEEN APPROVED BY THE FLORIDA REALTORS AND THE FLORIDA BAR

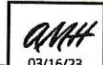


If initialed by all parties, the clauses below will be incorporated into the Florida Realtors®/Florida Bar Residential Contract For Sale And Purchase between William Ross Miller and Delia A. Miller (SELLER)  
and Thomas Adam Hughes and April Marie Hughes (BUYER)  
concerning the Property described as 602 Greenwood Cv E, Niceville, FL 32578  
WOODLANDS PH II LOT 63 BLK A

Buyer's Initials

  
03/17/23  
11:43 AM CDT  
dotloop verified

  
03/16/23  
8:43 AM CDT  
dotloop verified

  
03/16/23  
8:07 AM CDT  
dotloop verified

Seller's Initials

  
WRM

  
DM

## V. SALE OF BUYER'S PROPERTY

  
03/17/23  
11:47 AM CDT  
dotloop verified

This Contract is contingent on the sale and closing of Buyer's property located at 602 Sandalwood Drive, Destin, Florida 32541

  
WRM

  
DM

Upon entering into a contract for the sale of Buyer's property, Buyer shall give Seller a copy of such contract with the third parties' identification and purchase price information obliterated. If the sale of Buyer's property does not close by 04/30/2023 4/28/23, Buyer may, within 3 days thereafter, deliver written notice to Seller terminating this Contract in which event the Deposit shall be refunded to Buyer, thereby releasing Buyer and Seller from all further obligations under this Contract. If Buyer fails to timely deliver said written notice to Seller, this contingency shall have no further force or effect.

Buyer's property ☒ is ☐ is not presently under contract for sale. If Buyer's property is under contract at the time this offer is made, Buyer shall provide Seller a copy of the contract, with the third parties' identification and purchase price information obliterated, simultaneously with the original, signed Contract submitted to Seller from Buyer or not later than 24 hours after Buyer's offer is delivered to Seller.

## Comprehensive Rider to the Residential Contract For Sale And Purchase

THIS FORM HAS BEEN APPROVED BY THE FLORIDA REALTORS AND THE FLORIDA BAR



If initialed by all parties, the clauses below will be incorporated into the Florida Realtors®/Florida Bar Residential Contract For Sale And Purchase between William Ross Miller and Delia A. Miller (SELLER)  
and Thomas Adam Hughes and April Marie Hughes (BUYER)  
concerning the Property described as 602 Greenwood Cv E, Niceville, FL 32578  
WOODLANDS PH II LOT 63 BLK A

Buyer's Initials

  
03/16/23  
8:43 AM CDT  
dotloop verified

  
03/16/23  
8:07 AM CDT  
dotloop verified

Seller's Initials

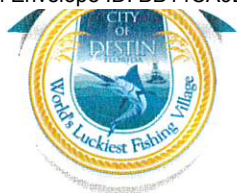
  
WRM

  
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### F. APPRAISAL CONTINGENCY

This Contract is contingent upon Buyer obtaining, at Buyer's expense, a written appraisal from a licensed Florida appraiser, on or before \_\_\_\_\_ (if left blank, then at least ten (10) days prior to Closing), stating that the appraised value of the Property is at least \$399,000.00 (if left blank, the Purchase Price). If the appraisal states that the appraised value of the Property is less than the above value, Buyer shall deliver a copy of such appraisal to Seller within 3 days after the above date and deliver written notice to Seller, either: a) terminating this Contract in which event the Deposit paid shall be refunded to Buyer, thereby releasing Buyer and Seller from all further obligations under this Contract; or b) waiving and removing this contingency and continuing with this Contract without regard to the appraised value of the Property, except as provided in Paragraph 8(b) if it is checked.

If Buyer fails to timely obtain an appraisal, or having timely obtained such appraisal fails to timely deliver notice of Buyer's exercise of the right to terminate granted above, this contingency shall be waived and removed, and Buyer shall continue with this Contract, without waiving any of Buyer's rights in Paragraph 8(b) if it is checked.



CITY OF DESTIN  
**OFFER AND PURCHASE AGREEMENT**

AGENCY: City of Destin  
PROJECT: Destin Connector  
COUNTY: Okaloosa  
PARCEL NO.: 604 Sandalwood Drive

**Seller: Frances E. Poston**

**Buyer: City of Destin**

Buyer and Seller hereby agree that Seller shall sell and Buyer shall buy the following described property pursuant to the following terms and conditions.

**I. Description of Property**

(a) Real property described as: Property Tax ID No. 00-2S-22-2167-0000-0320; 0.06 AC

(b) Estate being purchased:

- ☒ Fee Simple
- ☐ Permanent Easement
- ☐ Temporary Easement
- ☐ Leasehold

(c) Buildings, Structures, Fixtures, and Other Improvements: Total Acquisition to include 1,098 SF townhome and all improvements.

(d) Personal property described as: None.

(e) Outdoor Advertising Structure(s) Permit Number(s): None.

Property owned by others described as: None.

is **NOT** included in this agreement. A separate offer is being, or has been, made for this property.

**II. PURCHASE PRICE**

**(a) Real Property**

|                          |       |            |
|--------------------------|-------|------------|
| Land/Improvements        | 1. \$ | 195,000.00 |
| Real Estate Damages      | 2. \$ | 0.00       |
| (Severance/Cost-to-Cure) |       | 0.00       |
| Incentive Offer          | 3. \$ | 0.00       |

|                            |              |                   |
|----------------------------|--------------|-------------------|
| <b>Total Real Property</b> | <b>4. \$</b> | <b>195,000.00</b> |
|----------------------------|--------------|-------------------|

|                                    |              |             |
|------------------------------------|--------------|-------------|
| <b>(b) Total Personal Property</b> | <b>5. \$</b> | <b>0.00</b> |
|------------------------------------|--------------|-------------|

|                                                 |           |                   |
|-------------------------------------------------|-----------|-------------------|
| <b>Total Purchase Price</b> (Add lines 4 and 5) | <b>\$</b> | <b>195,000.00</b> |
|-------------------------------------------------|-----------|-------------------|

|                                                                               |    |            |
|-------------------------------------------------------------------------------|----|------------|
| (c) Portion of Total Purchase Price to be paid to Seller by Buyer at Closing. | \$ | 195,000.00 |
|-------------------------------------------------------------------------------|----|------------|

|                                                                                                 |    |      |
|-------------------------------------------------------------------------------------------------|----|------|
| (d) Portion of Total Purchase Price to be paid to Seller by Buyer upon surrender of possession. | \$ | 0.00 |
|-------------------------------------------------------------------------------------------------|----|------|

**Buyer hereby represents to Seller that this offer is not less than Buyer's estimate of market value.**

**III. Conditions and Limitations**

(a) Seller is responsible for all taxes due on the property up to, but not including, the day of closing.

(b) Seller is responsible for delivering marketable title to Buyer. Marketable title shall be determined according to applicable title



standards adopted by the Florida Bar in accordance with Florida Law subject only to those exceptions that are acceptable to Buyer. Seller shall be liable for any encumbrances not disclosed in the public records or arising after closing as a result of actions of the Seller.

- (c) Seller shall maintain the property described in **Section I** of this agreement in the same condition existing on the date of this agreement, except for reasonable wear and tear.
- (d) Any occupancy of the property described in **Section I** of this agreement by Seller extending beyond the day of closing must be authorized, in writing, by Buyer.
- (e) Pursuant to **Rule 14-10.004, Florida Administrative Code**, Seller shall deliver completed **Outdoor Advertising Permit Cancellation(s) Form(s), Form Number 575-070-12**, executed by the outdoor advertising permit holder(s) for any outdoor advertising structure(s) described in **Section I** of this agreement and shall surrender, or account for, the outdoor advertising permit tag(s) prior to or upon receiving payment for the outdoor advertising structure(s).
- (f) Seller agrees that the real property described in **Section I** of this agreement shall be conveyed to Buyer by conveyance instrument(s) acceptable to Buyer.
- (g) Seller and Buyer agree that this purchase agreement represents the full and final agreement and no agreements or representations, shall be binding on the parties.
- (h) Other:

#### IV. Closing Date

The closing will occur no later than 60 days after Final Agency Acceptance and approval by City of Destin, FL.

V. There are no handwritten or typewritten provisions inserted herein or attached hereto.

VI. Seller and Buyer hereby acknowledge and agree that their signatures as Seller and Buyer below constitute their acceptance of this agreement as a binding real estate contract.

**Seller(s)**

DocuSigned by:



3/17/2023

Signature

140356461925E411...

Frances E. Poston

Type or Print Name under signature

Signature

Date

Type or Print Name under signature

**Buyer**

City of Destin

DocuSigned by:

BY: 

D2B3A8281FD0412...

3/17/2023

Signature

Date

City of Destin Consultant Agent

#### VII. FINAL AGENCY ACCEPTANCE

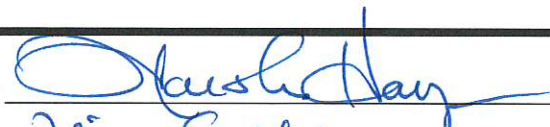
The Buyer has granted final agency acceptance this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

BY: \_\_\_\_\_

Signature

Date

Type or Print Name and Title under signature

This document delivered by 

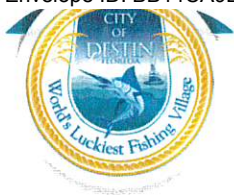
This document received by 

3/13/2023

Date

3/13/2023

Date

**SIGNATURE ADDENDUM**

SELLER(S):

Signature \_\_\_\_\_ Date \_\_\_\_\_

Type or Print Name under signature \_\_\_\_\_  
\_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

Type or Print Name under signature \_\_\_\_\_  
\_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

Type or Print Name under signature \_\_\_\_\_  
\_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

Type or Print Name under signature \_\_\_\_\_  
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Signature \_\_\_\_\_ Date \_\_\_\_\_

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Signature \_\_\_\_\_ Date \_\_\_\_\_

Type or Print Name under signature \_\_\_\_\_  
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Signature \_\_\_\_\_ Date \_\_\_\_\_

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Signature \_\_\_\_\_ Date \_\_\_\_\_

Type or Print Name under signature \_\_\_\_\_  
\_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

Type or Print Name under signature \_\_\_\_\_  
\_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

Type or Print Name under signature \_\_\_\_\_  
\_\_\_\_\_

## Comprehensive Rider to the Residential Contract For Sale And Purchase

THIS FORM HAS BEEN APPROVED BY THE FLORIDA REALTORS AND THE FLORIDA BAR



If initialed by all parties, the clauses below will be incorporated into the Florida Realtors® /Florida Bar Residential Contract For Sale And Purchase between REBECCA MOSELEY (SELLER)  
and Francis Evans Poston (BUYER)  
concerning the Property described as 15 RUE D'ETRETAT, DESTIN, FL 32541

Buyer's Initials



Seller's Initials

RM

### X. KICK OUT CLAUSE

Seller will have the right to continue to show the Property and solicit and enter into bona fide back-up purchase contracts with third parties that are subject to the termination of this primary Contract. Upon entering into a back-up contract, Seller will give Buyer a copy of the back-up contract with the third parties' identification and purchase price information obliterated. To continue with this primary Contract, ~~Buyer must make an additional deposit of \$0.00 to Escrow Agent, within 3 days from receipt of the back up contract. By giving the additional deposit to Escrow Agent within 3 days, Buyer waives all contingencies for financing and sale of Buyer's property and the parties will close on Closing Date. The additional deposit will be credited to Buyer at Closing. If Buyer fails to timely make the additional deposit, then this primary Contract shall terminate and Buyer shall be refunded the Deposit, thereby releasing Buyer and Seller from all further obligations under this Contract.~~

RM





## Comprehensive Rider to the Residential Contract For Sale And Purchase

THIS FORM HAS BEEN APPROVED BY THE FLORIDA REALTORS AND THE FLORIDA BAR



If initialed by all parties, the clauses below will be incorporated into the Florida Realtors®/Florida Bar Residential Contract For Sale And Purchase between Rebecca Moseley (SELLER)  
and Frances Evans Poston (BUYER)  
concerning the Property described as 15 Rue D'Etretat, Destin, FL 32541  
ETRETAT VILLA UNIT 25

Buyer's Initials

  
03/15/23  
10:27 PM CDT  
dotloop verified



Seller's Initials





### V. SALE OF BUYER'S PROPERTY

This Contract is contingent on the sale and closing of Buyer's property located at 604 Sandalwood Drive  
Destin, Florida 32541

on or  
before

Upon entering into a contract for the sale of Buyer's property, Buyer shall give Seller a copy of such contract with the third parties' identification and purchase price information obliterated. If the sale of Buyer's property does not close by ~~04/15/2023~~ 04/28/2023, Buyer may, within 3 days thereafter, deliver written notice to Seller terminating this Contract in which event the Deposit shall be refunded to Buyer, thereby releasing Buyer and Seller from all further obligations under this Contract. If Buyer fails to timely deliver said written notice to Seller, this contingency shall have no further force or effect.

RM

  
03/17/23  
3:43 PM CDT  
dotloop verified

Buyer's property ☐ is ☒ is not presently under contract for sale. If Buyer's property is under contract at the time this offer is made, Buyer shall provide Seller a copy of the contract, with the third parties' identification and purchase price information obliterated, simultaneously with the original, signed Contract submitted to Seller from Buyer or not later than 24 hours after Buyer's offer is delivered to Seller.

## Comprehensive Rider to the Residential Contract For Sale And Purchase

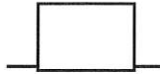
THIS FORM HAS BEEN APPROVED BY THE FLORIDA REALTORS AND THE FLORIDA BAR



If initialed by all parties, the clauses below will be incorporated into the Florida Realtors®/Florida Bar Residential Contract For Sale And Purchase between Rebecca Moseley (SELLER)  
and Frances Evans Poston (BUYER)  
concerning the Property described as 15 Rue D'Etretat, Destin, FL 32541  
ETRETAT VILLA UNIT 25

Buyer's Initials

  
03/15/23  
10:27 PM CDT  
dotloop verified



Seller's Initials





### F. APPRAISAL CONTINGENCY

This Contract is contingent upon Buyer obtaining, at Buyer's expense, a written appraisal from a licensed Florida appraiser, on or before \_\_\_\_\_ (if left blank, then at least ten (10) days prior to Closing), stating that the appraised value of the Property is at least \$359,900.00 (if left blank, the Purchase Price). If the appraisal states that the appraised value of the Property is less than the above value, Buyer shall deliver a copy of such appraisal to Seller within 3 days after the above date and deliver written notice to Seller, either: a) terminating this Contract in which event the Deposit paid shall be refunded to Buyer, thereby releasing Buyer and Seller from all further obligations under this Contract; or b) waiving and removing this contingency and continuing with this Contract without regard to the appraised value of the Property, except as provided in Paragraph 8(b) if it is checked.

If Buyer fails to timely obtain an appraisal, or having timely obtained such appraisal fails to timely deliver notice of Buyer's exercise of the right to terminate granted above, this contingency shall be waived and removed, and Buyer shall continue with this Contract, without waiving any of Buyer's rights in Paragraph 8(b) if it is checked.



# "AS IS" Residential Contract For Sale And Purchase

THIS FORM HAS BEEN APPROVED BY THE FLORIDA REALTORS AND THE FLORIDA BAR



**PARTIES:** Rebecca Moseley

("Seller"),

and Frances Evans Poston

("Buyer"),

agree that Seller shall sell and Buyer shall buy the following described Real Property and Personal Property (collectively "Property") pursuant to the terms and conditions of this AS IS Residential Contract For Sale And Purchase and any riders and addenda ("Contract"):

## 1. PROPERTY DESCRIPTION:

(a) Street address, city, zip: 15 Rue D'Etretat, Destin, FL 32541

(b) Located in: Okaloosa County, Florida. Property Tax ID #: 002S22277C00000250

(c) Real Property: The legal description is ETRETAT VILLA UNIT 25

together with all existing improvements and fixtures, including built-in appliances, built-in furnishings and attached wall-to-wall carpeting and flooring ("Real Property") unless specifically excluded in Paragraph 1(e) or by other terms of this Contract.

(d) Personal Property: Unless excluded in Paragraph 1(e) or by other terms of this Contract, the following items which are owned by Seller and existing on the Property as of the date of the initial offer are included in the purchase: range(s)/oven(s), refrigerator(s), dishwasher(s), disposal, ceiling fan(s), light fixture(s), drapery rods and draperies, blinds, window treatments, smoke detector(s), garage door opener(s), thermostat(s), doorbell(s), television wall mount(s) and television mounting hardware, security gate and other access devices, mailbox keys, and storm shutters/storm protection items and hardware ("Personal Property").

Other Personal Property items included in this purchase are:

Personal Property is included in the Purchase Price,

(e)

## PURCHASE PRICE AND CLOSING

**2. PURCHASE PRICE (U.S. currency):** \$ 359900.00

(a) Initial deposit to be held in escrow in the amount of (**checks subject to Collection**) \$ 3600.00

The initial deposit made payable and delivered to "Escrow Agent" named below

(**CHECK ONE**): (i) ☐ accompanies offer or (ii) ☒ is to be made within 3 (if left blank, then 3) days after Effective Date. IF NEITHER BOX IS CHECKED, THEN OPTION (ii) SHALL BE DEEMED SELECTED.

Escrow Agent Name: Anchors Smith Grimsley, PLC

Address: 909 Mar Walt Drive, Suite 1014, Ft Walton Beach, FL 32547

Phone:

Email:

Fax:

(b) Additional deposit to be delivered to Escrow Agent within (if left blank, then 10) days after Effective Date \$

(All deposits paid or agreed to be paid, are collectively referred to as the "Deposit")

(c) Financing: Express as a dollar amount or percentage ("Loan Amount") see Paragraph 8. % | \$

(d) Other: \$

(e) Balance to close (not including Buyer's closing costs, prepaids and prorations) by wire transfer or other Collected funds (See STANDARD S) \$ 356,300.00

## 3. TIME FOR ACCEPTANCE OF OFFER AND COUNTER-OFFERS; EFFECTIVE DATE:

(a) If not signed by Buyer and Seller, and an executed copy delivered to all parties on or before 03/17/2023, this offer shall be deemed withdrawn and the Deposit, if any, shall be returned to Buyer. Unless otherwise stated, time for acceptance of any counter-offers shall be within 2 days after the day the counter-offer is delivered.

(b) The effective date of this Contract shall be the date when the last one of the Buyer and Seller has signed or initialed and delivered this offer or final counter-offer ("Effective Date").

**4. CLOSING; CLOSING DATE:** The closing of this transaction shall occur when all funds required for closing are received by Closing Agent and Collected pursuant to STANDARD S and all closing documents required to be furnished by each party pursuant to this Contract are delivered ("Closing"). Unless modified by other provisions of

Buyer's Initials

FLP  
03/15/23

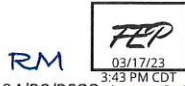
Page 1 of 12

Seller's Initials

RM

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this Contract, the Closing shall occur on 04/20/2023 on or before 04/28/2023 ("Closing Date"), at the time established by the Closing Agent.

**5. EXTENSION OF CLOSING DATE:**

- (a) In the event Closing funds from Buyer's lender(s) are not available on Closing Date due to Consumer Financial Protection Bureau Closing Disclosure delivery requirements ("CFPB Requirements"), if Paragraph 8(b) is checked, Loan Approval has been obtained, and lender's underwriting is complete, then Closing Date shall be extended for such period necessary to satisfy CFPB Requirements, provided such period shall not exceed 7 days.
- (b) If an event constituting "Force Majeure" causes services essential for Closing to be unavailable, including the unavailability of utilities or issuance of hazard, wind, flood or homeowners' insurance, Closing Date shall be extended as provided in STANDARD G.

**6. OCCUPANCY AND POSSESSION:**

- (a) Unless Paragraph 6(b) is checked, Seller shall, at Closing, deliver occupancy and possession of the Property to Buyer free of tenants, occupants and future tenancies. Also, at Closing, Seller shall have removed all personal items and trash from the Property and shall deliver all keys, garage door openers, access devices and codes, as applicable, to Buyer. If occupancy is to be delivered before Closing, Buyer assumes all risks of loss to the Property from date of occupancy, shall be responsible and liable for maintenance from that date, and shall have accepted the Property in its existing condition as of time of taking occupancy, see Rider T PRE-CLOSING OCCUPANCY BY BUYER.
- (b) ☐ **CHECK IF PROPERTY IS SUBJECT TO LEASE(S) OR OCCUPANCY AFTER CLOSING.** If Property is subject to a lease(s) or any occupancy agreements (including seasonal and short-term vacation rentals) after Closing or is intended to be rented or occupied by third parties beyond Closing, the facts and terms thereof shall be disclosed in writing by Seller to Buyer and copies of the written lease(s) shall be delivered to Buyer, all within 5 days after Effective Date. If Buyer determines, in Buyer's sole discretion, that the lease(s) or terms of occupancy are not acceptable to Buyer, Buyer may terminate this Contract by delivery of written notice of such election to Seller within 5 days after receipt of the above items from Seller, and Buyer shall be refunded the Deposit thereby releasing Buyer and Seller from all further obligations under this Contract. Estoppel Letter(s) and Seller's affidavit shall be provided pursuant to STANDARD D, except that tenant Estoppel Letters shall not be required on seasonal or short-term vacation rentals. If Property is intended to be occupied by Seller after Closing, see Rider U POST-CLOSING OCCUPANCY BY SELLER.

- 7. ASSIGNABILITY: (CHECK ONE):** Buyer ☐ may assign and thereby be released from any further liability under this Contract; ☐ may assign but not be released from liability under this Contract; or ☒ may not assign this Contract. IF NO BOX IS CHECKED, THEN BUYER MAY NOT ASSIGN THIS CONTRACT.

**FINANCING**

**8. FINANCING:**

- ☐ (a) This is a cash transaction with no financing contingency.
- ☒ (b) This Contract is contingent upon, within \_\_\_\_\_ (if left blank, then 30) days after Effective Date ("Loan Approval Period"): (1) Buyer obtaining approval of a ☒ conventional ☐ FHA ☐ VA or ☐ other \_\_\_\_\_ (describe) mortgage loan for purchase of the Property for a **(CHECK ONE):** ☐ fixed, ☐ adjustable, ☐ fixed or adjustable rate in the Loan Amount (See Paragraph 2(c)), at an initial interest rate not to exceed \_\_\_\_\_ % (if left blank, then prevailing rate based upon Buyer's creditworthiness), and for a term of \_\_\_\_\_ (if left blank, then 30) years ("Financing"); and (2) Buyer's mortgage broker or lender having received an appraisal or alternative valuation of the Property satisfactory to lender, if either is required by lender, which is sufficient to meet the terms required for lender to provide Financing for Buyer and proceed to Closing ("Appraisal").
- (i) Buyer shall make application for Financing within \_\_\_\_\_ (if left blank, then 5) days after Effective Date and use good faith and diligent effort to obtain approval of a loan meeting the Financing and Appraisal terms of Paragraph 8(b)(1) and (2), above, ("Loan Approval") within the Loan Approval Period and, thereafter, to close this Contract. Loan Approval which requires Buyer to sell other real property shall not be considered Loan Approval unless Rider V is attached.

Buyer's failure to use good faith and diligent effort to obtain Loan Approval during the Loan Approval Period shall be considered a default under the terms of this Contract. For purposes of this provision, "diligent effort" includes, but is not limited to, timely furnishing all documents and information required by Buyer's mortgage broker and lender and paying for Appraisal and other fees and charges in connection with Buyer's application for Financing.

(ii) Buyer shall, upon written request, keep Seller and Broker fully informed about the status of Buyer's mortgage loan application, loan processing, appraisal, and Loan Approval, including any Property related conditions of Loan Approval. Buyer authorizes Buyer's mortgage broker, lender, and Closing Agent to disclose such status

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and progress and release preliminary and finally executed closing disclosures and settlement statements, as appropriate and allowed, to Seller and Broker.

(iii) If within the Loan Approval Period, Buyer obtains Loan Approval, Buyer shall notify Seller of same in writing prior to expiration of the Loan Approval Period; or, if Buyer is unable to obtain Loan Approval within Loan Approval Period but Buyer is satisfied with Buyer's ability to obtain Loan Approval and proceed to Closing, Buyer shall deliver written notice to Seller confirming same, prior to the expiration of the Loan Approval Period.

(iv) If Buyer is unable to obtain Loan Approval within the Loan Approval Period, or cannot timely meet the terms of Loan Approval, all after the exercise of good faith and diligent effort, Buyer may terminate this Contract by delivering written notice of termination to Seller prior to expiration of the Loan Approval Period; whereupon, provided Buyer is not in default under the terms of this Contract, Buyer shall be refunded the Deposit thereby releasing Buyer and Seller from all further obligations under this Contract.

(v) If Buyer fails to timely deliver any written notice provided for in Paragraph 8(b)(iii) or (iv), above, to Seller prior to expiration of the Loan Approval Period, then Buyer shall proceed forward with this Contract as though Paragraph 8(a), above, had been checked as of the Effective Date; provided, however, Seller may elect to terminate this Contract by delivering written notice of termination to Buyer within 3 days after expiration of the Loan Approval Period and, provided Buyer is not in default under the terms of this Contract, Buyer shall be refunded the Deposit thereby releasing Buyer and Seller from all further obligations under this Contract.

(vi) If Buyer has timely provided either written notice provided for in Paragraph 8(b)(iii), above, and Buyer thereafter fails to close this Contract, the Deposit shall be paid to Seller unless failure to close is due to: (1) Seller's default or inability to satisfy other contingencies of this Contract; or (2) Property related conditions of the Loan Approval (specifically excluding the Appraisal valuation) have not been met unless such conditions are waived by other provisions of this Contract; in which event(s) the Buyer shall be refunded the Deposit, thereby releasing Buyer and Seller from all further obligations under this Contract.

☐ (c) Assumption of existing mortgage (see Rider D for terms).

☐ (d) Purchase money note and mortgage to Seller (see Rider C for terms).

#### CLOSING COSTS, FEES AND CHARGES

#### 9. CLOSING COSTS; TITLE INSURANCE; SURVEY; HOME WARRANTY; SPECIAL ASSESSMENTS:

##### (a) COSTS TO BE PAID BY SELLER:

- |                                                                    |                                                 |
|--------------------------------------------------------------------|-------------------------------------------------|
| • Documentary stamp taxes and surtax on deed, if any               | • HOA/Condominium Association estoppel fees     |
| • Owner's Policy and Charges (if Paragraph 9(c)(i) is checked)     | • Recording and other fees needed to cure title |
| • Title search charges (if Paragraph 9(c)(iii) is checked)         | • Seller's attorneys' fees                      |
| • Municipal lien search (if Paragraph 9(c)(i) or (iii) is checked) | • Other: _____                                  |
| • Charges for FIRPTA withholding and reporting                     |                                                 |

If, prior to Closing, Seller is unable to meet the AS IS Maintenance Requirement as required by Paragraph 11, a sum equal to 125% of estimated costs to meet the AS IS Maintenance Requirement shall be escrowed at Closing. If actual costs to meet the AS IS Maintenance Requirement exceed escrowed amount, Seller shall pay such actual costs. Any unused portion of escrowed amount(s) shall be returned to Seller.

##### (b) COSTS TO BE PAID BY BUYER:

- |                                                                 |                                                              |
|-----------------------------------------------------------------|--------------------------------------------------------------|
| • Taxes and recording fees on notes and mortgages               | • Loan expenses                                              |
| • Recording fees for deed and financing statements              | • Appraisal fees                                             |
| • Owner's Policy and Charges (if Paragraph 9(c)(ii) is checked) | • Buyer's Inspections                                        |
| • Survey (and elevation certification, if required)             | • Buyer's attorneys' fees                                    |
| • Lender's title policy and endorsements                        | • All property related insurance                             |
| • HOA/Condominium Association application/transfer fees         | • Owner's Policy Premium (if Paragraph 9(c)(iii) is checked) |
| • Municipal lien search (if Paragraph 9(c)(ii) is checked)      |                                                              |
| • Other: _____                                                  |                                                              |

(c) **TITLE EVIDENCE AND INSURANCE:** At least \_\_\_\_\_ (if left blank, then 15, or if Paragraph 8(a) is checked, then 5) days prior to Closing Date ("Title Evidence Deadline"), a title insurance commitment issued by a Florida licensed title insurer, with legible copies of instruments listed as exceptions attached thereto ("Title Commitment") and, after Closing, an owner's policy of title insurance (see STANDARD A for terms) shall be obtained and delivered to Buyer. If Seller has an owner's policy of title insurance covering the Real Property, Seller shall furnish a copy to Buyer and Closing Agent within 5 days after Effective Date. The owner's title policy premium, title search and closing services (collectively, "Owner's Policy and Charges") shall be paid, as set forth below. The title insurance premium charges for the owner's policy and any lender's policy will be calculated and allocated in accordance with Florida law, but may be reported differently on certain federally mandated closing disclosures and other closing documents. For purposes of this Contract "municipal lien search" means a

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search of records necessary for the owner's policy of title insurance to be issued without exception for unrecorded liens imposed pursuant to Chapters 153, 159 or 170, F.S., in favor of any governmental body, authority or agency.

**(CHECK ONE):**

☐ (i) Seller shall designate Closing Agent and pay for Owner's Policy and Charges, and Buyer shall pay the premium for Buyer's lender's policy and charges for closing services related to the lender's policy, endorsements and loan closing, which amounts shall be paid by Buyer to Closing Agent or such other provider(s) as Buyer may select; or

☒ (ii) Buyer shall designate Closing Agent and pay for Owner's Policy and Charges and charges for closing services related to Buyer's lender's policy, endorsements and loan closing; or

☐ (iii) **[MIAMI-DADE/BROWARD REGIONAL PROVISION]:** Buyer shall designate Closing Agent. Seller shall furnish a copy of a prior owner's policy of title insurance or other evidence of title and pay fees for: (A) a continuation or update of such title evidence, which is acceptable to Buyer's title insurance underwriter for reissue of coverage; (B) tax search; and (C) municipal lien search. Buyer shall obtain and pay for post-Closing continuation and premium for Buyer's owner's policy, and if applicable, Buyer's lender's policy. Seller shall not be obligated to pay more than \$\_\_\_\_\_ (if left blank, then \$200.00) for abstract continuation or title search ordered or performed by Closing Agent.

(d) **SURVEY:** At least 5 days prior to Closing Date, Buyer may, at Buyer's expense, have the Real Property surveyed and certified by a registered Florida surveyor ("Survey"). If Seller has a survey covering the Real Property, a copy shall be furnished to Buyer and Closing Agent within 5 days after Effective Date.

(e) **HOME WARRANTY:** At Closing, ☐ Buyer ☒ Seller ☐ N/A shall pay for a home warranty plan issued by Home Warrantly of America \_\_\_\_\_ at a cost not to exceed \$550.00. A home warranty plan provides for repair or replacement of many of a home's mechanical systems and major built-in appliances in the event of breakdown due to normal wear and tear during the agreement's warranty period.

(f) **SPECIAL ASSESSMENTS:** At Closing, Seller shall pay: (i) the full amount of liens imposed by a public body ("public body" does not include a Condominium or Homeowner's Association) that are certified, confirmed and ratified before Closing; and (ii) the amount of the public body's most recent estimate or assessment for an improvement which is substantially complete as of Effective Date, but that has not resulted in a lien being imposed on the Property before Closing. Buyer shall pay all other assessments. If special assessments may be paid in installments **(CHECK ONE):**

☐ (a) Seller shall pay installments due prior to Closing and Buyer shall pay installments due after Closing. Installments prepaid or due for the year of Closing shall be prorated.

☒ (b) Seller shall pay, in full, prior to or at the time of Closing, any assessment(s) allowed by the public body to be prepaid. For any assessment(s) which the public body does not allow prepayment, OPTION (a) shall be deemed selected for such assessment(s).

IF NEITHER BOX IS CHECKED, THEN OPTION (a) SHALL BE DEEMED SELECTED.

This Paragraph 9(f) shall not apply to a special benefit tax lien imposed by a community development district (CDD) pursuant to Chapter 190, F.S., or special assessment(s) imposed by a special district pursuant to Chapter 189, F.S., which lien(s) or assessment(s) shall be prorated pursuant to STANDARD K.

## DISCLOSURES

### 10. DISCLOSURES:

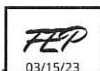
(a) **RADON GAS:** Radon is a naturally occurring radioactive gas that, when it is accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county health department.

(b) **PERMITS DISCLOSURE:** Except as may have been disclosed by Seller to Buyer in a written disclosure, Seller does not know of any improvements made to the Property which were made without required permits or made pursuant to permits which have not been properly closed or otherwise disposed of pursuant to Section 553.79, F.S. If Seller identifies permits which have not been closed or improvements which were not permitted, then Seller shall promptly deliver to Buyer all plans, written documentation or other information in Seller's possession, knowledge, or control relating to improvements to the Property which are the subject of such open permits or unpermitted improvements.

(c) **MOLD:** Mold is naturally occurring and may cause health risks or damage to property. If Buyer is concerned or desires additional information regarding mold, Buyer should contact an appropriate professional.

(d) **FLOOD ZONE; ELEVATION CERTIFICATION:** Buyer is advised to verify by elevation certificate which flood zone the Property is in, whether flood insurance is required by Buyer's lender, and what restrictions apply to improving the Property and rebuilding in the event of casualty. If Property is in a "Special Flood Hazard Area"

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or "Coastal Barrier Resources Act" designated area or otherwise protected area identified by the U.S. Fish and Wildlife Service under the Coastal Barrier Resources Act and the lowest floor elevation for the building(s) and/or flood insurance rating purposes is below minimum flood elevation or is ineligible for flood insurance coverage through the National Flood Insurance Program or private flood insurance as defined in 42 U.S.C. §4012a, Buyer may terminate this Contract by delivering written notice to Seller within \_\_\_\_\_ (if left blank, then 20) days after Effective Date, and Buyer shall be refunded the Deposit thereby releasing Buyer and Seller from all further obligations under this Contract, failing which Buyer accepts existing elevation of buildings and flood zone designation of Property.

- (e) **ENERGY BROCHURE:** Buyer acknowledges receipt of Florida Energy-Efficiency Rating Information Brochure required by Section 553.996, F.S.
- (f) **LEAD-BASED PAINT:** If Property includes pre-1978 residential housing, a lead-based paint disclosure is mandatory.
- (g) **HOMEOWNERS' ASSOCIATION/COMMUNITY DISCLOSURE: BUYER SHOULD NOT EXECUTE THIS CONTRACT UNTIL BUYER HAS RECEIVED AND READ THE HOMEOWNERS' ASSOCIATION/COMMUNITY DISCLOSURE, IF APPLICABLE.**
- (h) **PROPERTY TAX DISCLOSURE SUMMARY:** BUYER SHOULD NOT RELY ON THE SELLER'S CURRENT PROPERTY TAXES AS THE AMOUNT OF PROPERTY TAXES THAT THE BUYER MAY BE OBLIGATED TO PAY IN THE YEAR SUBSEQUENT TO PURCHASE. A CHANGE OF OWNERSHIP OR PROPERTY IMPROVEMENTS TRIGGERS REASSESSMENTS OF THE PROPERTY THAT COULD RESULT IN HIGHER PROPERTY TAXES. IF YOU HAVE ANY QUESTIONS CONCERNING VALUATION, CONTACT THE COUNTY PROPERTY APPRAISER'S OFFICE FOR INFORMATION.
- (i) **FOREIGN INVESTMENT IN REAL PROPERTY TAX ACT ("FIRPTA"):** Seller shall inform Buyer in writing if Seller is a "foreign person" as defined by the Foreign Investment in Real Property Tax Act ("FIRPTA"). Buyer and Seller shall comply with FIRPTA, which may require Seller to provide additional cash at Closing. If Seller is not a "foreign person", Seller can provide Buyer, at or prior to Closing, a certification of non-foreign status, under penalties of perjury, to inform Buyer and Closing Agent that no withholding is required. See STANDARD V for further information pertaining to FIRPTA. Buyer and Seller are advised to seek legal counsel and tax advice regarding their respective rights, obligations, reporting and withholding requirements pursuant to FIRPTA.
- (j) **SELLER DISCLOSURE:** Seller knows of no facts materially affecting the value of the Real Property which are not readily observable and which have not been disclosed to Buyer. Except as provided for in the preceding sentence, Seller extends and intends no warranty and makes no representation of any type, either express or implied, as to the physical condition or history of the Property. Except as otherwise disclosed in writing Seller has received no written or verbal notice from any governmental entity or agency as to a currently uncorrected building, environmental or safety code violation.

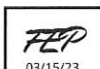
#### PROPERTY MAINTENANCE, CONDITION, INSPECTIONS AND EXAMINATIONS

- 11. PROPERTY MAINTENANCE:** Except for ordinary wear and tear and Casualty Loss, Seller shall maintain the Property, including, but not limited to, lawn, shrubbery, and pool, in the condition existing as of Effective Date ("AS IS Maintenance Requirement"). See Paragraph 9(a) for escrow procedures, if applicable.

#### 12. PROPERTY INSPECTION; RIGHT TO CANCEL:

- (a) **PROPERTY INSPECTIONS AND RIGHT TO CANCEL:** *Buyer shall have 7 \_\_\_\_\_ (if left blank, then 15) days after Effective Date ("Inspection Period") within which to have such inspections of the Property performed as Buyer shall desire during the Inspection Period. If Buyer determines, in Buyer's sole discretion, that the Property is not acceptable to Buyer, Buyer may terminate this Contract by delivering written notice of such election to Seller prior to expiration of Inspection Period. If Buyer timely terminates this Contract, the Deposit paid shall be returned to Buyer, thereupon, Buyer and Seller shall be released of all further obligations under this Contract; however, Buyer shall be responsible for prompt payment for such inspections, for repair of damage to, and restoration of, the Property resulting from such inspections, and shall provide Seller with paid receipts for all work done on the Property (the preceding provision shall survive termination of this Contract). Unless Buyer exercises the right to terminate granted herein, Buyer accepts the physical condition of the Property and any violation of governmental, building, environmental, and safety codes, restrictions, or requirements, but subject to Seller's continuing AS IS Maintenance Requirement, and Buyer shall be responsible for any and all repairs and improvements required by Buyer's lender.*

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- (b) **WALK-THROUGH INSPECTION/RE-INSPECTION:** On the day prior to Closing Date, or on Closing Date prior to time of Closing, as specified by Buyer, Buyer or Buyer's representative may perform a walk-through (and follow-up walk-through, if necessary) inspection of the Property solely to confirm that all items of Personal Property are on the Property and to verify that Seller has maintained the Property as required by the AS IS Maintenance Requirement and has met all other contractual obligations.
- (c) **SELLER ASSISTANCE AND COOPERATION IN CLOSE-OUT OF BUILDING PERMITS:** If Buyer's inspection of the Property identifies open or needed building permits, then Seller shall promptly deliver to Buyer all plans, written documentation or other information in Seller's possession, knowledge, or control relating to improvements to the Property which are the subject of such open or needed permits, and shall promptly cooperate in good faith with Buyer's efforts to obtain estimates of repairs or other work necessary to resolve such permit issues. Seller's obligation to cooperate shall include Seller's execution of necessary authorizations, consents, or other documents necessary for Buyer to conduct inspections and have estimates of such repairs or work prepared, but in fulfilling such obligation, Seller shall not be required to expend, or become obligated to expend, any money.
- (d) **ASSIGNMENT OF REPAIR AND TREATMENT CONTRACTS AND WARRANTIES:** At Buyer's option and cost, Seller will, at Closing, assign all assignable repair, treatment and maintenance contracts and warranties to Buyer.

### ESCROW AGENT AND BROKER

- 13. ESCROW AGENT:** Any Closing Agent or Escrow Agent (collectively "Agent") receiving the Deposit, other funds and other items is authorized, and agrees by acceptance of them, to deposit them promptly, hold same in escrow within the State of Florida and, subject to Collection, disburse them in accordance with terms and conditions of this Contract. Failure of funds to become Collected shall not excuse Buyer's performance. When conflicting demands for the Deposit are received, or Agent has a good faith doubt as to entitlement to the Deposit, Agent may take such actions permitted by this Paragraph 13, as Agent deems advisable. If in doubt as to Agent's duties or liabilities under this Contract, Agent may, at Agent's option, continue to hold the subject matter of the escrow until the parties agree to its disbursement or until a final judgment of a court of competent jurisdiction shall determine the rights of the parties, or Agent may deposit same with the clerk of the circuit court having jurisdiction of the dispute. An attorney who represents a party and also acts as Agent may represent such party in such action. Upon notifying all parties concerned of such action, all liability on the part of Agent shall fully terminate, except to the extent of accounting for any items previously delivered out of escrow. If a licensed real estate broker, Agent will comply with provisions of Chapter 475, F.S., as amended and FREC rules to timely resolve escrow disputes through mediation, arbitration, interpleader or an escrow disbursement order.
- In any proceeding between Buyer and Seller wherein Agent is made a party because of acting as Agent hereunder, or in any proceeding where Agent interpleads the subject matter of the escrow, Agent shall recover reasonable attorney's fees and costs incurred, to be paid pursuant to court order out of the escrowed funds or equivalent. Agent shall not be liable to any party or person for mis-delivery of any escrowed items, unless such mis-delivery is due to Agent's willful breach of this Contract or Agent's gross negligence. This Paragraph 13 shall survive Closing or termination of this Contract.
- 14. PROFESSIONAL ADVICE; BROKER LIABILITY:** Broker advises Buyer and Seller to verify Property condition, square footage, and all other facts and representations made pursuant to this Contract and to consult appropriate professionals for legal, tax, environmental, and other specialized advice concerning matters affecting the Property and the transaction contemplated by this Contract. Broker represents to Buyer that Broker does not reside on the Property and that all representations (oral, written or otherwise) by Broker are based on Seller representations or public records. **BUYER AGREES TO RELY SOLELY ON SELLER, PROFESSIONAL INSPECTORS AND GOVERNMENTAL AGENCIES FOR VERIFICATION OF PROPERTY CONDITION, SQUARE FOOTAGE AND FACTS THAT MATERIALLY AFFECT PROPERTY VALUE AND NOT ON THE REPRESENTATIONS (ORAL, WRITTEN OR OTHERWISE) OF BROKER.** Buyer and Seller (individually, the "Indemnifying Party") each individually indemnifies, holds harmless, and releases Broker and Broker's officers, directors, agents and employees from all liability for loss or damage, including all costs and expenses, and reasonable attorney's fees at all levels, suffered or incurred by Broker and Broker's officers, directors, agents and employees in connection with or arising from claims, demands or causes of action instituted by Buyer or Seller based on: (i) inaccuracy of information provided by the Indemnifying Party or from public records; (ii) Indemnifying Party's misstatement(s) or failure to perform contractual obligations; (iii) Broker's performance, at Indemnifying Party's request, of any task beyond the scope of services regulated by Chapter 475, F.S., as amended, including Broker's referral, recommendation or retention of any vendor for, or on behalf of, Indemnifying Party; (iv) products or services provided by any such vendor for, or on behalf of, Indemnifying Party; and (v) expenses incurred by any such vendor.

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Buyer and Seller each assumes full responsibility for selecting and compensating their respective vendors and paying their other costs under this Contract whether or not this transaction closes. This Paragraph 14 will not relieve Broker of statutory obligations under Chapter 475, F.S., as amended. For purposes of this Paragraph 14, Broker will be treated as a party to this Contract. This Paragraph 14 shall survive Closing or termination of this Contract.

## DEFAULT AND DISPUTE RESOLUTION

### 15. DEFAULT:

- (a) **BUYER DEFAULT:** If Buyer fails, neglects or refuses to perform Buyer's obligations under this Contract, including payment of the Deposit, within the time(s) specified, Seller may elect to recover and retain the Deposit for the account of Seller as agreed upon liquidated damages, consideration for execution of this Contract, and in full settlement of any claims, whereupon Buyer and Seller shall be relieved from all further obligations under this Contract, or Seller, at Seller's option, may, pursuant to Paragraph 16, proceed in equity to enforce Seller's rights under this Contract. The portion of the Deposit, if any, paid to Listing Broker upon default by Buyer, shall be split equally between Listing Broker and Cooperating Broker; provided however, Cooperating Broker's share shall not be greater than the commission amount Listing Broker had agreed to pay to Cooperating Broker.
- (b) **SELLER DEFAULT:** If for any reason other than failure of Seller to make Seller's title marketable after reasonable diligent effort, Seller fails, neglects or refuses to perform Seller's obligations under this Contract, Buyer may elect to receive return of Buyer's Deposit without thereby waiving any action for damages resulting from Seller's breach, and, pursuant to Paragraph 16, may seek to recover such damages or seek specific performance.

This Paragraph 15 shall survive Closing or termination of this Contract.

### 16. DISPUTE RESOLUTION: Unresolved controversies, claims and other matters in question between Buyer and Seller arising out of, or relating to, this Contract or its breach, enforcement or interpretation ("Dispute") will be settled as follows:

- (a) Buyer and Seller will have 10 days after the date conflicting demands for the Deposit are made to attempt to resolve such Dispute, failing which, Buyer and Seller shall submit such Dispute to mediation under Paragraph 16(b).
- (b) Buyer and Seller shall attempt to settle Disputes in an amicable manner through mediation pursuant to Florida Rules for Certified and Court-Appointed Mediators and Chapter 44, F.S., as amended (the "Mediation Rules"). The mediator must be certified or must have experience in the real estate industry. Injunctive relief may be sought without first complying with this Paragraph 16(b). Disputes not settled pursuant to this Paragraph 16 may be resolved by instituting action in the appropriate court having jurisdiction of the matter. This Paragraph 16 shall survive Closing or termination of this Contract.

### 17. ATTORNEY'S FEES; COSTS: The parties will split equally any mediation fee incurred in any mediation permitted by this Contract, and each party will pay their own costs, expenses and fees, including attorney's fees, incurred in conducting the mediation. In any litigation permitted by this Contract, the prevailing party shall be entitled to recover from the non-prevailing party costs and fees, including reasonable attorney's fees, incurred in conducting the litigation. This Paragraph 17 shall survive Closing or termination of this Contract.

## STANDARDS FOR REAL ESTATE TRANSACTIONS ("STANDARDS")

### 18. STANDARDS:

#### A. TITLE:

(i) **TITLE EVIDENCE; RESTRICTIONS; EASEMENTS; LIMITATIONS:** Within the time period provided in Paragraph 9(c), the Title Commitment, with legible copies of instruments listed as exceptions attached thereto, shall be issued and delivered to Buyer. The Title Commitment shall set forth those matters to be discharged by Seller at or before Closing and shall provide that, upon recording of the deed to Buyer, an owner's policy of title insurance in the amount of the Purchase Price, shall be issued to Buyer insuring Buyer's marketable title to the Real Property, subject only to the following matters: (a) comprehensive land use plans, zoning, and other land use restrictions, prohibitions and requirements imposed by governmental authority; (b) restrictions and matters appearing on the Plat or otherwise common to the subdivision; (c) outstanding oil, gas and mineral rights of record without right of entry; (d) unplatted public utility easements of record (located contiguous to real property lines and not more than 10 feet in width as to rear or front lines and 7 1/2 feet in width as to side lines); (e) taxes for year of Closing and subsequent years; and (f) assumed mortgages and purchase money mortgages, if any (if additional items, attach addendum); provided, that, none prevent use of Property for **RESIDENTIAL PURPOSES**. If there exists at Closing any violation of items identified in (b) – (f) above, then the same shall be deemed a title defect. Marketable title shall be determined according to applicable Title Standards adopted by authority of The Florida Bar and in accordance with law.

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## STANDARDS FOR REAL ESTATE TRANSACTIONS ("STANDARDS") CONTINUED

(ii) **TITLE EXAMINATION:** Buyer shall have 5 days after receipt of Title Commitment to examine it and notify Seller in writing specifying defect(s), if any, that render title unmarketable. If Seller provides Title Commitment and it is delivered to Buyer less than 5 days prior to Closing Date, Buyer may extend Closing for up to 5 days after date of receipt to examine same in accordance with this STANDARD A. Seller shall have 30 days ("Cure Period") after receipt of Buyer's notice to take reasonable diligent efforts to remove defects. If Buyer fails to so notify Seller, Buyer shall be deemed to have accepted title as it then is. If Seller cures defects within Cure Period, Seller will deliver written notice to Buyer (with proof of cure acceptable to Buyer and Buyer's attorney) and the parties will close this Contract on Closing Date (or if Closing Date has passed, within 10 days after Buyer's receipt of Seller's notice). If Seller is unable to cure defects within Cure Period, then Buyer may, within 5 days after expiration of Cure Period, deliver written notice to Seller: (a) extending Cure Period for a specified period not to exceed 120 days within which Seller shall continue to use reasonable diligent effort to remove or cure the defects ("Extended Cure Period"); or (b) electing to accept title with existing defects and close this Contract on Closing Date (or if Closing Date has passed, within the earlier of 10 days after end of Extended Cure Period or Buyer's receipt of Seller's notice), or (c) electing to terminate this Contract and receive a refund of the Deposit, thereby releasing Buyer and Seller from all further obligations under this Contract. If after reasonable diligent effort, Seller is unable to timely cure defects, and Buyer does not waive the defects, this Contract shall terminate, and Buyer shall receive a refund of the Deposit, thereby releasing Buyer and Seller from all further obligations under this Contract.

**B. SURVEY:** If Survey discloses encroachments on the Real Property or that improvements located thereon encroach on setback lines, easements, or lands of others, or violate any restrictions, covenants, or applicable governmental regulations described in STANDARD A (i)(a), (b) or (d) above, Buyer shall deliver written notice of such matters, together with a copy of Survey, to Seller within 5 days after Buyer's receipt of Survey, but no later than Closing. If Buyer timely delivers such notice and Survey to Seller, such matters identified in the notice and Survey shall constitute a title defect, subject to cure obligations of STANDARD A above. If Seller has delivered a prior survey, Seller shall, at Buyer's request, execute an affidavit of "no change" to the Real Property since the preparation of such prior survey, to the extent the affirmations therein are true and correct.

**C. INGRESS AND EGRESS:** Seller represents that there is ingress and egress to the Real Property and title to the Real Property is insurable in accordance with STANDARD A without exception for lack of legal right of access.

**D. LEASE INFORMATION:** Seller shall, at least 10 days prior to Closing, furnish to Buyer estoppel letters from tenant(s)/occupant(s) specifying nature and duration of occupancy, rental rates, advanced rent and security deposits paid by tenant(s) or occupant(s) ("Estoppel Letter(s)"). If Seller is unable to obtain such Estoppel Letter(s) the same information shall be furnished by Seller to Buyer within that time period in the form of a Seller's affidavit and Buyer may thereafter contact tenant(s) or occupant(s) to confirm such information. If Estoppel Letter(s) or Seller's affidavit, if any, differ materially from Seller's representations and lease(s) provided pursuant to Paragraph 6, or if tenant(s)/occupant(s) fail or refuse to confirm Seller's affidavit, Buyer may deliver written notice to Seller within 5 days after receipt of such information, but no later than 5 days prior to Closing Date, terminating this Contract and receive a refund of the Deposit, thereby releasing Buyer and Seller from all further obligations under this Contract. Seller shall, at Closing, deliver and assign all leases to Buyer who shall assume Seller's obligations thereunder.

**E. LIENS:** Seller shall furnish to Buyer at Closing an affidavit attesting (i) to the absence of any financing statement, claims of lien or potential lienors known to Seller and (ii) that there have been no improvements or repairs to the Real Property for 90 days immediately preceding Closing Date. If the Real Property has been improved or repaired within that time, Seller shall deliver releases or waivers of construction liens executed by all general contractors, subcontractors, suppliers and materialmen in addition to Seller's lien affidavit setting forth names of all such general contractors, subcontractors, suppliers and materialmen, further affirming that all charges for improvements or repairs which could serve as a basis for a construction lien or a claim for damages have been paid or will be paid at Closing.

**F. TIME: Time is of the essence in this Contract.** Calendar days, based on where the Property is located, shall be used in computing time periods. Other than time for acceptance and Effective Date as set forth in Paragraph 3, any time periods provided for or dates specified in this Contract, whether preprinted, handwritten, typewritten or inserted herein, which shall end or occur on a Saturday, Sunday, national legal public holiday (as defined in 5 U.S.C. Sec. 6103(a)), or a day on which a national legal public holiday is observed because it fell on a Saturday or Sunday, shall extend to the next calendar day which is not a Saturday, Sunday, national legal public holiday, or a day on which a national legal public holiday is observed.

**G. FORCE MAJEURE:** Buyer or Seller shall not be required to exercise or perform any right or obligation under this Contract or be liable to each other for damages so long as performance or non-performance of the right or obligation, or the availability of services, insurance, or required approvals essential to Closing, is disrupted, delayed,

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Seller's Initials



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## STANDARDS FOR REAL ESTATE TRANSACTIONS ("STANDARDS") CONTINUED

caused or prevented by a Force Majeure event. "Force Majeure" means: hurricanes, floods, extreme weather, earthquakes, fires, or other acts of God, unusual transportation delays, wars, insurrections, civil unrest, or acts of terrorism, governmental actions and mandates, government shut downs, epidemics, or pandemics, which, by exercise of reasonable diligent effort, the non-performing party is unable in whole or in part to prevent or overcome. The Force Majeure event will be deemed to have begun on the first day the effect of the Force Majeure prevents performance, non-performance, or the availability of services, insurance or required approvals essential to Closing. All time periods affected by the Force Majeure event, including Closing Date, will be extended a reasonable time up to 7 days after the Force Majeure event no longer prevents performance under this Contract; provided, however, if such Force Majeure event continues to prevent performance under this Contract more than 30 days beyond Closing Date, then either party may terminate this Contract by delivering written notice to the other and the Deposit shall be refunded to Buyer, thereby releasing Buyer and Seller from all further obligations under this Contract.

**H. CONVEYANCE:** Seller shall convey marketable title to the Real Property by statutory warranty, trustee's, personal representative's, or guardian's deed, as appropriate to the status of Seller, subject only to matters described in STANDARD A and those accepted by Buyer. Personal Property shall, at request of Buyer, be transferred by absolute bill of sale with warranty of title, subject only to such matters as may be provided for in this Contract.

**I. CLOSING LOCATION; DOCUMENTS; AND PROCEDURE:**

(i) **LOCATION:** Closing will be conducted by the attorney or other closing agent ("Closing Agent") designated by the party paying for the owner's policy of title insurance and will take place in the county where the Real Property is located at the office of the Closing Agent, or at such other location agreed to by the parties. If there is no title insurance, Seller will designate Closing Agent. Closing may be conducted by mail, overnight courier, or electronic means.

(ii) **CLOSING DOCUMENTS:** Seller shall at or prior to Closing, execute and deliver, as applicable, deed, bill of sale, certificate(s) of title or other documents necessary to transfer title to the Property, construction lien affidavit(s), owner's possession and no lien affidavit(s), and assignment(s) of leases. Seller shall provide Buyer with paid receipts for all work done on the Property pursuant to this Contract. Buyer shall furnish and pay for, as applicable, the survey, flood elevation certification, and documents required by Buyer's lender.

(iii) **FinCEN GTO REPORTING OBLIGATION.** If Closing Agent is required to comply with a U.S. Treasury Department's Financial Crimes Enforcement Network ("FinCEN") Geographic Targeting Order ("GTO"), then Buyer shall provide Closing Agent with essential information and documentation related to Buyer and its Beneficial Owners, including photo identification, and related to the transaction contemplated by this Contract which are required to complete mandatory reporting, including the Currency Transaction Report; and Buyer consents to Closing Agent's collection and report of said information to IRS.

(iv) **PROCEDURE:** The deed shall be recorded upon Collection of all closing funds. If the Title Commitment provides insurance against adverse matters pursuant to Section 627.7841, F.S., as amended, the escrow closing procedure required by STANDARD J shall be waived, and Closing Agent shall, **subject to Collection of all closing funds**, disburse at Closing the brokerage fees to Broker and the net sale proceeds to Seller.

**J. ESCROW CLOSING PROCEDURE:** If Title Commitment issued pursuant to Paragraph 9(c) does not provide for insurance against adverse matters as permitted under Section 627.7841, F.S., as amended, the following escrow and closing procedures shall apply: (1) all Closing proceeds shall be held in escrow by the Closing Agent for a period of not more than 10 days after Closing; (2) if Seller's title is rendered unmarketable, through no fault of Buyer, Buyer shall, within the 10 day period, notify Seller in writing of the defect and Seller shall have 30 days from date of receipt of such notification to cure the defect; (3) if Seller fails to timely cure the defect, the Deposit and all Closing funds paid by Buyer shall, within 5 days after written demand by Buyer, be refunded to Buyer and, simultaneously with such repayment, Buyer shall return the Personal Property, vacate the Real Property and reconvey the Property to Seller by special warranty deed and bill of sale; and (4) if Buyer fails to make timely demand for refund of the Deposit, Buyer shall take title as is, waiving all rights against Seller as to any intervening defect except as may be available to Buyer by virtue of warranties contained in the deed or bill of sale.

**K. PRORATIONS; CREDITS:** The following recurring items will be made current (if applicable) and prorated as of the day prior to Closing Date, or date of occupancy if occupancy occurs before Closing Date: real estate taxes (including special benefit tax assessments imposed by a CDD pursuant to Chapter 190, F.S., and assessments imposed by special district(s) pursuant to Chapter 189, F.S.), interest, bonds, association fees, insurance, rents and other expenses of Property. Buyer shall have option of taking over existing policies of insurance, if assumable, in which event premiums shall be prorated. Cash at Closing shall be increased or decreased as may be required by prorations to be made through day prior to Closing. Advance rent and security deposits, if any, will be credited to Buyer. Escrow deposits held by Seller's mortgagee will be paid to Seller. Taxes shall be prorated based on current year's tax. If Closing occurs on a date when current year's millage is not fixed but current year's assessment

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Seller's Initials  

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**STANDARDS FOR REAL ESTATE TRANSACTIONS ("STANDARDS") CONTINUED**

is available, taxes will be prorated based upon such assessment and prior year's millage. If current year's assessment is not available, then taxes will be prorated on prior year's tax. If there are completed improvements on the Real Property by January 1st of year of Closing, which improvements were not in existence on January 1st of prior year, then taxes shall be prorated based upon prior year's millage and at an equitable assessment to be agreed upon between the parties, failing which, request shall be made to the County Property Appraiser for an informal assessment taking into account available exemptions. In all cases, due allowance shall be made for the maximum allowable discounts and applicable homestead and other exemptions. A tax proration based on an estimate shall, at either party's request, be readjusted upon receipt of current year's tax bill. This STANDARD K shall survive Closing.

**L. ACCESS TO PROPERTY TO CONDUCT APPRAISALS, INSPECTIONS, AND WALK-THROUGH:** Seller shall, upon reasonable notice, provide utilities service and access to Property for appraisals and inspections, including a walk-through (or follow-up walk-through if necessary) prior to Closing.

**M. RISK OF LOSS:** If, after Effective Date, but before Closing, Property is damaged by fire or other casualty ("Casualty Loss") and cost of restoration (which shall include cost of pruning or removing damaged trees) does not exceed 1.5% of Purchase Price, cost of restoration shall be an obligation of Seller and Closing shall proceed pursuant to terms of this Contract. If restoration is not completed as of Closing, a sum equal to 125% of estimated cost to complete restoration (not to exceed 1.5% of Purchase Price) will be escrowed at Closing. If actual cost of restoration exceeds escrowed amount, Seller shall pay such actual costs (but, not in excess of 1.5% of Purchase Price). Any unused portion of escrowed amount shall be returned to Seller. If cost of restoration exceeds 1.5% of Purchase Price, Buyer shall elect to either take Property "as is" together with the 1.5% or receive a refund of the Deposit thereby releasing Buyer and Seller from all further obligations under this Contract. Seller's sole obligation with respect to tree damage by casualty or other natural occurrence shall be cost of pruning or removal.

**N. 1031 EXCHANGE:** If either Seller or Buyer wish to enter into a like-kind exchange (either simultaneously with Closing or deferred) under Section 1031 of the Internal Revenue Code ("Exchange"), the other party shall cooperate in all reasonable respects to effectuate the Exchange, including execution of documents; provided, however, cooperating party shall incur no liability or expense related to the Exchange, and Closing shall not be contingent upon, nor extended or delayed by, such Exchange.

**O. CONTRACT NOT RECORDABLE; PERSONS BOUND; NOTICE; DELIVERY; COPIES; CONTRACT EXECUTION:** Neither this Contract nor any notice of it shall be recorded in any public or official records. This Contract shall be binding on, and inure to the benefit of, the parties and their respective heirs or successors in interest. Whenever the context permits, singular shall include plural and one gender shall include all. Notice and delivery given by or to the attorney or broker (including such broker's real estate licensee) representing any party shall be as effective as if given by or to that party. All notices must be in writing and may only be made by mail, facsimile transmission, personal delivery or email. A facsimile or electronic copy of this Contract and any signatures hereon shall be considered for all purposes as an original. This Contract may be executed by use of electronic signatures, as determined by Florida's Electronic Signature Act and other applicable laws.

**P. INTEGRATION; MODIFICATION:** This Contract contains the full and complete understanding and agreement of Buyer and Seller with respect to the transaction contemplated by this Contract and no prior agreements or representations shall be binding upon Buyer or Seller unless included in this Contract. No modification to or change in this Contract shall be valid or binding upon Buyer or Seller unless in writing and executed by the parties intended to be bound by it.

**Q. WAIVER:** Failure of Buyer or Seller to insist on compliance with, or strict performance of, any provision of this Contract, or to take advantage of any right under this Contract, shall not constitute a waiver of other provisions or rights.

**R. RIDERS; ADDENDA; TYPEWRITTEN OR HANDWRITTEN PROVISIONS:** Riders, addenda, and typewritten or handwritten provisions shall control all printed provisions of this Contract in conflict with them.

**S. COLLECTION or COLLECTED:** "Collection" or "Collected" means any checks tendered or received, including Deposits, have become actually and finally collected and deposited in the account of Escrow Agent or Closing Agent. Closing and disbursement of funds and delivery of closing documents may be delayed by Closing Agent until such amounts have been Collected in Closing Agent's accounts.

**T. RESERVED.**

**U. APPLICABLE LAW AND VENUE:** This Contract shall be construed in accordance with the laws of the State of Florida and venue for resolution of all disputes, whether by mediation, arbitration or litigation, shall lie in the county where the Real Property is located.

**V. FIRPTA TAX WITHHOLDING:** If a seller of U.S. real property is a "foreign person" as defined by FIRPTA, Section 1445 of the Internal Revenue Code ("Code") requires the buyer of the real property to withhold up to 15% of the amount realized by the seller on the transfer and remit the withheld amount to the Internal Revenue Service

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## STANDARDS FOR REAL ESTATE TRANSACTIONS ("STANDARDS") CONTINUED

(IRS) unless an exemption to the required withholding applies or the seller has obtained a Withholding Certificate from the IRS authorizing a reduced amount of withholding.

(i) No withholding is required under Section 1445 of the Code if the Seller is not a "foreign person". Seller can provide proof of non-foreign status to Buyer by delivery of written certification signed under penalties of perjury, stating that Seller is not a foreign person and containing Seller's name, U.S. taxpayer identification number and home address (or office address, in the case of an entity), as provided for in 26 CFR 1.1445-2(b). Otherwise, Buyer shall withhold the applicable percentage of the amount realized by Seller on the transfer and timely remit said funds to the IRS.

(ii) If Seller is a foreign person and has received a Withholding Certificate from the IRS which provides for reduced or eliminated withholding in this transaction and provides same to Buyer by Closing, then Buyer shall withhold the reduced sum required, if any, and timely remit said funds to the IRS.

(iii) If prior to Closing Seller has submitted a completed application to the IRS for a Withholding Certificate and has provided to Buyer the notice required by 26 CFR 1.1445-1(c) (2)(i)(B) but no Withholding Certificate has been received as of Closing, Buyer shall, at Closing, withhold the applicable percentage of the amount realized by Seller on the transfer and, at Buyer's option, either (a) timely remit the withheld funds to the IRS or (b) place the funds in escrow, at Seller's expense, with an escrow agent selected by Buyer and pursuant to terms negotiated by the parties, to be subsequently disbursed in accordance with the Withholding Certificate issued by the IRS or remitted directly to the IRS if the Seller's application is rejected or upon terms set forth in the escrow agreement.

(iv) In the event the net proceeds due Seller are not sufficient to meet the withholding requirement(s) in this transaction, Seller shall deliver to Buyer, at Closing, the additional Collected funds necessary to satisfy the applicable requirement and thereafter Buyer shall timely remit said funds to the IRS or escrow the funds for disbursement in accordance with the final determination of the IRS, as applicable.

(v) Upon remitting funds to the IRS pursuant to this STANDARD, Buyer shall provide Seller copies of IRS Forms 8288 and 8288-A, as filed.

**W. RESERVED**

**X. BUYER WAIVER OF CLAIMS:** *To the extent permitted by law, Buyer waives any claims against Seller and against any real estate licensee involved in the negotiation of this Contract for any damage or defects pertaining to the physical condition of the Property that may exist at Closing of this Contract and be subsequently discovered by the Buyer or anyone claiming by, through, under or against the Buyer. This provision does not relieve Seller's obligation to comply with Paragraph 10(j). This Standard X shall survive Closing.*

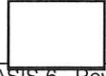
## ADDENDA AND ADDITIONAL TERMS

**19. ADDENDA:** The following additional terms are included in the attached addenda or riders and incorporated into this Contract (Check if applicable):

- |                                                              |                                                                 |                                                                                   |
|--------------------------------------------------------------|-----------------------------------------------------------------|-----------------------------------------------------------------------------------|
| <input type="checkbox"/> A. Condominium Rider                | <input type="checkbox"/> M. Defective Drywall                   | <input type="checkbox"/> X. Kick-out Clause                                       |
| <input type="checkbox"/> B. Homeowners' Assn.                | <input type="checkbox"/> N. Coastal Construction Control Line   | <input type="checkbox"/> Y. Seller's Attorney Approval                            |
| <input type="checkbox"/> C. Seller Financing                 | <input type="checkbox"/> O. Insulation Disclosure               | <input type="checkbox"/> Z. Buyer's Attorney Approval                             |
| <input type="checkbox"/> D. Mortgage Assumption              | <input type="checkbox"/> P. Lead Paint Disclosure (Pre-1978)    | <input type="checkbox"/> AA. Licensee Property Interest                           |
| <input type="checkbox"/> E. FHA/VA Financing                 | <input type="checkbox"/> Q. Housing for Older Persons           | <input type="checkbox"/> BB. Binding Arbitration                                  |
| <input checked="" type="checkbox"/> F. Appraisal Contingency | <input type="checkbox"/> R. Rezoning                            | <input type="checkbox"/> CC. Miami-Dade County Special Taxing District Disclosure |
| <input type="checkbox"/> G. Short Sale                       | <input type="checkbox"/> S. Lease Purchase/ Lease Option        | <input type="checkbox"/> DD. Seasonal/Vacation Rentals                            |
| <input type="checkbox"/> H. Homeowners/Flood Ins.            | <input type="checkbox"/> T. Pre-Closing Occupancy               | <input type="checkbox"/> EE. PACE Disclosure                                      |
| <input type="checkbox"/> I. RESERVED                         | <input type="checkbox"/> U. Post-Closing Occupancy              | <input type="checkbox"/> Other: _____                                             |
| <input type="checkbox"/> J. Interest-Bearing Acct            | <input checked="" type="checkbox"/> V. Sale of Buyer's Property |                                                                                   |
| <input type="checkbox"/> K. RESERVED                         | <input type="checkbox"/> W. Back-up Contract                    |                                                                                   |
| <input type="checkbox"/> L. RESERVED                         |                                                                 |                                                                                   |

RM



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RM



591 \* 20. ADDITIONAL TERMS: If buyer's property to be sold, is not put on the Destin City Council meeting's

592

593 RM

594 A revised Kick out clause with the additional deposit and financing contingency removed, so as to allow seller to  
595 accept back up offers in the event this contract does not close.

596 03/17/23

597 3:43 PM CDT

598 dotloop verified

599

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601

602

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608

### COUNTER-OFFER

609

610 \* ☒ Seller counters Buyer's offer.

611 THIS IS INTENDED TO BE A LEGALLY BINDING CONTRACT. IF NOT FULLY UNDERSTOOD, SEEK THE  
612 ADVICE OF AN ATTORNEY PRIOR TO SIGNING.

613 THIS FORM HAS BEEN APPROVED BY THE FLORIDA REALTORS AND THE FLORIDA BAR.

614 Approval of this form by the Florida Realtors and The Florida Bar does not constitute an opinion that any of the  
615 terms and conditions in this Contract should be accepted by the parties in a particular transaction. Terms and  
616 conditions should be negotiated based upon the respective interests, objectives and bargaining positions of all  
617 interested persons.

618 AN ASTERISK (\*) FOLLOWING A LINE NUMBER IN THE MARGIN INDICATES THE LINE CONTAINS A BLANK  
619 TO BE COMPLETED.

|       |         |                            |                                                                |       |                        |
|-------|---------|----------------------------|----------------------------------------------------------------|-------|------------------------|
| 620   | Buyer:  | <u>Frances Emma Poston</u> | dotloop verified<br>03/15/23 10:20 PM CDT<br>WVNH-MGV-WEQ2-TDF | Date: | _____                  |
| 621 * | Buyer:  | _____                      |                                                                | Date: | _____                  |
| 622 * | Seller: | <u>Rebecca Moseley</u>     |                                                                | Date: | 03/17/2023 2:49 PM CDT |
| 623 * | Seller: | _____                      |                                                                | Date: | _____                  |

624 Buyer's address for purposes of notice

625 \* 604 Sandalwood Drive

626 \* Destin, Florida 32541

627

Seller's address for purposes of notice

628 **BROKER:** Listing and Cooperating Brokers, if any, named below (collectively, "Broker"), are the only Brokers  
629 entitled to compensation in connection with this Contract. Instruction to Closing Agent: Seller and Buyer direct  
630 Closing Agent to disburse at Closing the full amount of the brokerage fees as specified in separate brokerage  
631 agreements with the parties and cooperative agreements between the Brokers, except to the extent Broker has  
632 retained such fees from the escrowed funds. This Contract shall not modify any MLS or other offer of compensation  
633 made by Seller or Listing Broker to Cooperating Brokers.

634 \* Wendi Townsend

635 **Cooperating Sales Associate, if any**

636 \* Sand Dunes Real Estate LLC

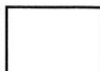
637 **Cooperating Broker, if any**

Ken Gettinger

**Listing Sales Associate**

Gettinger Realty Group

**Listing Broker**





RESIDENTIAL APPRAISAL REVIEW SHORT FORM

|                     |                                              |       |              |
|---------------------|----------------------------------------------|-------|--------------|
| Lending Institution | City of Destin                               |       |              |
| Lender's Address    | 4200 Indian Bayou Trail , Destin, FL 32541   |       |              |
| Name of Borrower    |                                              |       |              |
| Property Address    | 602 Sandalwood Dr<br>Destin, FL 32541        |       |              |
| Loan Number         |                                              |       |              |
| Appraised Value     | \$ 215,000                                   | Date  | 8/5/2021     |
| Lender's Appraiser  | Stephen J. Cross                             | Phone | 407-883-6288 |
| Appraiser's Address | 711 N Sherrill St - Suite B, Tampa, FL 33609 |       |              |
| Review Appraiser    | G. Daniel Green                              | Phone | 850-934-1797 |
| Reviewer's Address  | 103 Baybridge, Gulf Breeze, FL 32561         |       |              |

REVIEW ANALYSIS

| DESCRIPTION:                  | Acceptable                          | Unacceptable             | N/A                      |                    | Acceptable                          | Unacceptable             | N/A                      |
|-------------------------------|-------------------------------------|--------------------------|--------------------------|--------------------|-------------------------------------|--------------------------|--------------------------|
| 1. Legal Description (verify) | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 5. Improvements    | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 2. Census Tract               | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 6. Subject Unit    | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 3. Neighborhood               | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 7. Comment Section | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 4. Site                       | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |                    |                                     |                          |                          |
| REMARKS:                      |                                     |                          |                          |                    |                                     |                          |                          |

|                                        |                          |                          |                                     |                                         |                          |                          |                                     |
|----------------------------------------|--------------------------|--------------------------|-------------------------------------|-----------------------------------------|--------------------------|--------------------------|-------------------------------------|
| COST ANALYSIS SECTION:                 |                          |                          |                                     |                                         |                          |                          |                                     |
| 8. Physical Depreciation               | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | 12. Adjustments & Calculations (verify) | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 9. Functional Depreciation             | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | 13. Comments                            | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 10. External Depreciation              | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |                                         |                          |                          |                                     |
| 11. Land to Improvement Ratio (verify) | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |                                         |                          |                          |                                     |
| REMARKS:                               |                          |                          |                                     |                                         |                          |                          |                                     |
| Cost Approach was not applied.         |                          |                          |                                     |                                         |                          |                          |                                     |

|                                                                                             |                                     |                          |                          |                                        |                                     |                          |                          |
|---------------------------------------------------------------------------------------------|-------------------------------------|--------------------------|--------------------------|----------------------------------------|-------------------------------------|--------------------------|--------------------------|
| MARKET DATA ANALYSIS SECTION:                                                               |                                     |                          |                          |                                        |                                     |                          |                          |
| 14. Documentation Numbers (verify)                                                          | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 21. Math Calculations (verify)         | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 15. Location Adjustments                                                                    | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 22. Comments Section                   | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 16. Site and View Adjustments                                                               | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 23. Net Adjustment Ratio               | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 17. Quality/Design and Appeal Adjustments                                                   | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 1) 10 % 2) 10 % 3) 15 % 4) % 5) % 6) % |                                     |                          |                          |
| 18. Condition Adjustments                                                                   | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 24. Gross Adjustment Ratio             | <input type="checkbox"/>            | <input type="checkbox"/> | <input type="checkbox"/> |
| 19. Room Count and Square feet Adjustments                                                  | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 1) 20 % 2) 10 % 3) 15 % 4) % 5) % 6) % |                                     |                          |                          |
| 20. Amenities Adjustments                                                                   | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 25. Comparable Data Sections           | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| REMARKS:                                                                                    |                                     |                          |                          |                                        |                                     |                          |                          |
| Sales Comparison Approach and Grid provide good support with minimal adjustments necessary. |                                     |                          |                          |                                        |                                     |                          |                          |

|                                            |                                     |                          |                                     |                                   |                          |                          |                                     |
|--------------------------------------------|-------------------------------------|--------------------------|-------------------------------------|-----------------------------------|--------------------------|--------------------------|-------------------------------------|
| ADDENDA REQUIRED                           |                                     |                          |                                     | CONDOMINIUM                       |                          |                          |                                     |
| 28. Plat Map                               | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/>            | 37. No. of Units Not Completed    | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 29. Building Sketch                        | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/>            | 38. Presale Requirements Not Met  | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 30. Comparable Map                         | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/>            | 39. Sale(s) From Project Needed   | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 31. Photo Pages                            | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/>            | 40. Sale(s) Out of Project Needed | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 32. Statement of Limiting Conditions       | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/>            | 41. Addendum A                    | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 33. Purchase Agreement                     | <input type="checkbox"/>            | <input type="checkbox"/> | <input checked="" type="checkbox"/> | 42. Addendum B                    | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 34. Original Signature                     | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/>            | UNITS                             |                          |                          |                                     |
| 35. 442 Certification of Completion        | <input type="checkbox"/>            | <input type="checkbox"/> | <input checked="" type="checkbox"/> | 43. Rental Survey                 | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 36. Copy of Permit for Addition/Conversion | <input type="checkbox"/>            | <input type="checkbox"/> | <input checked="" type="checkbox"/> | 44. Operating Income Statement    | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| REMARKS:                                   |                                     |                          |                                     |                                   |                          |                          |                                     |
| Addenda is complete for purpose.           |                                     |                          |                                     |                                   |                          |                          |                                     |

REVIEWER'S SUMMARY

|                                                                                                                               |                                                                     |                                                                 |                                        |
|-------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------|-----------------------------------------------------------------|----------------------------------------|
| Appraisal report was:    Good <input checked="" type="checkbox"/> Fair <input type="checkbox"/> Poor <input type="checkbox"/> |                                                                     |                                                                 |                                        |
| Recommendation:                                                                                                               |                                                                     |                                                                 |                                        |
| <input checked="" type="checkbox"/> Accept as is                                                                              |                                                                     | <input type="checkbox"/> Accept when revised - See items# _____ |                                        |
| <input type="checkbox"/> Have another appraisal prepared by someone else                                                      |                                                                     | <input type="checkbox"/> Other _____                            |                                        |
| Comments:                                                                                                                     |                                                                     |                                                                 |                                        |
| The report provides reasonable support for the final value opinion.                                                           |                                                                     |                                                                 |                                        |
|                                                                                                                               |                                                                     |                                                                 |                                        |
| Field Review was made                                                                                                         | <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO |                                                                 |                                        |
| Sales price \$ _____                                                                                                          | Appraisers Value \$ 215,000                                         | Reviewer's Recommendation                                       | \$ _____                               |
| Reviewer's Signature                                                                                                          | G. Daniel Green                                                     | Title                                                           | MAI SRA      Date of Review 12/20/2021 |
| Reviewer's Signature                                                                                                          | _____                                                               | Title                                                           | _____ Date of Review _____             |
| See Attached <input type="checkbox"/>                                                                                         |                                                                     |                                                                 |                                        |

## SUPPLEMENTARY DATA

| ITEM                                   | SUBJECT |             |       | COMPARABLE NO. 1 |       |                     | COMPARABLE NO. 2 |         |                     | COMPARABLE NO. 3 |       |                     |       |
|----------------------------------------|---------|-------------|-------|------------------|-------|---------------------|------------------|---------|---------------------|------------------|-------|---------------------|-------|
| 602 Sandalwood Dr                      |         |             |       |                  |       |                     |                  |         |                     |                  |       |                     |       |
| Address Destin, FL 32541               |         |             |       |                  |       |                     |                  |         |                     |                  |       |                     |       |
| Proximity to Subject                   |         |             |       |                  |       |                     |                  |         |                     |                  |       |                     |       |
| Sales Price                            |         | \$          |       |                  | \$    |                     |                  | \$      |                     |                  | \$    |                     |       |
| Price/Gross Liv. Area                  |         | \$          | ⌵     | \$               | ⌵     |                     | \$               | ⌵       |                     | \$               | ⌵     |                     |       |
| Data Source                            |         |             |       |                  |       |                     |                  |         |                     |                  |       |                     |       |
| VALUE ADJUSTMENT                       |         | DESCRIPTION |       | DESCRIPTION      |       | + (-) \$ Adjustment | DESCRIPTION      |         | + (-) \$ Adjustment | DESCRIPTION      |       | + (-) \$ Adjustment |       |
| Sales or Financing                     |         |             |       |                  |       |                     |                  |         |                     |                  |       |                     |       |
| Concessions                            |         |             |       |                  |       |                     |                  |         |                     |                  |       |                     |       |
| Date of Sales/Time                     |         |             |       |                  |       |                     |                  |         |                     |                  |       |                     |       |
| Location                               |         |             |       |                  |       |                     |                  |         |                     |                  |       |                     |       |
| Site/View                              |         |             |       |                  |       |                     |                  |         |                     |                  |       |                     |       |
| Design and Appeal                      |         |             |       |                  |       |                     |                  |         |                     |                  |       |                     |       |
| Quality of Construction                |         |             |       |                  |       |                     |                  |         |                     |                  |       |                     |       |
| Age                                    |         |             |       |                  |       |                     |                  |         |                     |                  |       |                     |       |
| Functional Utility                     |         |             |       |                  |       |                     |                  |         |                     |                  |       |                     |       |
| Above Grade                            |         | Total       | Bdrms | Baths            | Total | Bdrms               | Baths            | Total   | Bdrms               | Baths            | Total | Bdrms               | Baths |
| Room Count                             |         |             |       |                  |       |                     |                  |         |                     |                  |       |                     |       |
| Gross Living Area                      |         | Sq. Ft.     |       | Sq. Ft.          |       |                     |                  | Sq. Ft. |                     |                  |       | Sq. Ft.             |       |
| Basement & Finished Rooms Below Grade  |         |             |       |                  |       |                     |                  |         |                     |                  |       |                     |       |
| Condition                              |         |             |       |                  |       |                     |                  |         |                     |                  |       |                     |       |
| Heating/Cooling                        |         |             |       |                  |       |                     |                  |         |                     |                  |       |                     |       |
| Garage/Carport                         |         |             |       |                  |       |                     |                  |         |                     |                  |       |                     |       |
| Porches, Patio, Pool, Etc.             |         |             |       |                  |       |                     |                  |         |                     |                  |       |                     |       |
| Special Energy Efficient Items         |         |             |       |                  |       |                     |                  |         |                     |                  |       |                     |       |
| Fireplace(s)                           |         |             |       |                  |       |                     |                  |         |                     |                  |       |                     |       |
| Other (e.g. kitchen equip. remodeling) |         |             |       |                  |       |                     |                  |         |                     |                  |       |                     |       |
| Net Adj. (total)                       |         |             |       | ☐ +              | ☐ -   | \$                  | ☐ +              | ☐ -     | \$                  | ☐ +              | ☐ -   | \$                  |       |
| Indicated Value of Subject             |         |             |       | Net              | %     | \$                  | Net              | %       | \$                  | Net              | %     | \$                  |       |
|                                        |         |             |       | Gross            | %     |                     | Gross            | %       |                     | Gross            | %     |                     |       |

Comments on Sales Comparison

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## REVIEWER'S SUMMARY COMMENTS

[illegible]



|                  |                   |                           |                         |
|------------------|-------------------|---------------------------|-------------------------|
| Borrower/Client  |                   | File No. SE-2021101304104 |                         |
| Property Address | 602 Sandalwood Dr |                           |                         |
| City             | Destin            | County Okaloosa           | State FL Zip Code 32541 |
| Lender           | City of Destin    |                           |                         |

## APPRAISAL AND REPORT IDENTIFICATION

Pursuant to the defined Scope of Work, the purpose of this Appraisal Review is to (check all that apply):

- ☒ Determine if the results of the work under review are credible for the intended user's intended use.
- ☒ Evaluate compliance with relevant USPAP requirements, client requirements, or applicable regulations.
- ☐ Provide the reviewer's own opinion of value of the property that is the subject of the report under review, in the format of:
- ☐ An Appraisal Report for a real property appraisal (Standards Rule 2-2(a)), or
- ☐ An Appraisal Review Report for an appraisal review (Standards Rule 4-2).

## Comments on Standards Rule 4-3

I certify that, to the best of my knowledge and belief:

- The statements of fact contained in this report are true and correct.
- The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions.
- Unless otherwise indicated, I have no present or prospective interest in the property that is the subject of the work under review and no personal interest with respect to the parties involved.
- Unless otherwise indicated, I have performed no other services, as an appraiser or in any other capacity, regarding the property that is the subject of the work under review within the three-year period immediately preceding acceptance of this assignment.
- I have no bias with respect to the property that is the subject of the work under review or to the parties involved with this assignment.
- My engagement in this assignment was not contingent upon developing or reporting predetermined results.
- My compensation is not contingent on an action or event resulting from the analyses, opinions, or conclusions in this review or from its use.
- My compensation for completing this assignment is not contingent upon the development or reporting of predetermined assignment results or assignment results that favors the cause of the client, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal review.
- My analyses, opinions, and conclusions were developed and this review report was prepared in conformity with the Uniform Standards of Professional Appraisal Practice.
- Unless otherwise indicated, I have not made a personal inspection of the subject of the work under review.
- Unless otherwise indicated, no one provided significant appraisal, appraisal review, or appraisal consulting assistance to the person(s) signing this certification (if there are exceptions, the name of each individual providing significant appraisal or appraisal review assistance is stated elsewhere in this report).

## Reasonable Exposure Time

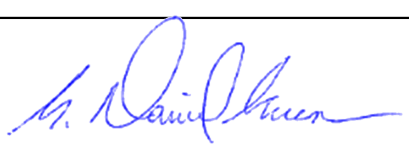
(USPAP defines Exposure Time as the estimated length of time that the property interest being appraised would have been offered on the market prior to the hypothetical consummation of a sale at market value on the effective date of the appraisal.)

My Opinion of Reasonable Exposure Time for the subject property at the market value stated in this report is: 1-3 Months

## Comments on Appraisal and Report Identification

Note any USPAP related issues requiring disclosure and any State mandated requirements:

### REVIEWER:

Signature: 

Name: G. Daniel Green

MAI SRA

State Certification #: Cert Gen RZ836

or State License #: \_\_\_\_\_

State: FL Expiration Date of Certification or License: 11/30/2022

Date of Signature and Report: 12/20/2021

Effective Date of Review: 12/08/2021

Inspection of Subject: ☒ None ☐ Interior and Exterior ☐ Exterior-Only

Date of Inspection (if applicable): \_\_\_\_\_

### SUPERVISORY or CO-REVIEWER (if applicable):

Signature: \_\_\_\_\_

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

State Certification #: \_\_\_\_\_

or State License #: \_\_\_\_\_

State: \_\_\_\_\_ Expiration Date of Certification or License: \_\_\_\_\_

Date of Signature: \_\_\_\_\_

Inspection of Subject: ☐ None ☐ Interior and Exterior ☐ Exterior-Only

Date of Inspection (if applicable): \_\_\_\_\_

**DEFINITION OF MARKET VALUE:** The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller, each acting prudently, knowledgeably and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby: (1) buyer and seller are typically motivated; (2) both parties are well informed or well advised, and each acting in what they considers their own best interest; (3) a reasonable time is allowed for exposure in the open market; (4) payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and (5) the price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale. (Source: FDIC Interagency Appraisal and Evaluation Guidelines, October 27, 1994.)

**SCOPE OF REVIEW:** The scope of this review is limited to the information being provided by the original appraiser, and is to form an opinion as to the apparent adequacy and relevance of the data and the propriety of any adjustments to the data; form an opinion as to the appropriateness of the appraisal methods and techniques used and develop the reasons for any disagreement; form an opinion as to whether the analyses, opinions, and conclusions in the report under review are appropriate and reasonable, and develop the reasons for any disagreement.

CERTIFICATION AND STATEMENT OF LIMITING CONDITIONS

**CERTIFICATION:** The reviewer certifies and agrees that, to the best of his/her knowledge and belief:

- 1. The statements of fact contained in this report are true and correct.
- 2. The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions.
- 3. Unless otherwise indicated, I have no present or prospective interest in the property that is the subject of the work under review and no personal interest with respect to the parties involved.
- 4. Unless otherwise indicated, I have performed no services, as an appraiser or in any other capacity, regarding the property that is the subject of the work under review within the three-year period immediately preceding acceptance of this assignment.
- 5. I have no bias with respect to the property that is the subject of the work under review or to the parties involved with this assignment.
- 6. My engagement in this assignment was not contingent upon developing or reporting predetermined results.
- 7. My compensation is not contingent on an action or event resulting from the analyses, opinions, or conclusions in this review or from its use.
- 8. My compensation for completing this assignment is not contingent upon the development or reporting of predetermined assignment results or assignment results that favors the cause of the client, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal review.
- 9. My analyses, opinions, and conclusions were developed and this review report was prepared in conformity with the Uniform Standards of Professional Appraisal Practice.
- 10. Unless otherwise indicated, I have not made a personal inspection of the subject of the work under review.
- 11. Unless otherwise indicated, no one provided significant appraisal, appraisal review, or appraisal consulting assistance to the person(s) signing this certification (if there are exceptions, the name of each individual providing significant real property appraisal assistance is stated elsewhere in this report).

**CONTINGENT AND LIMITING CONDITIONS:** The certification of the Reviewer appearing in the review report is subject to the following conditions and to such other specific and limiting conditions as are set forth by the Reviewer in the review report.

- 1. The Reviewer assumes no responsibility for matters of a legal nature affecting the property which is the subject of this review or the title thereto, nor does the Reviewer render any opinion as to the title, which is assumed to be good and marketable.
- 2. The Reviewer will not give testimony or appear in court because he or she reviewed an appraisal of the property in question, unless specific arrangements to do so have been made beforehand, or as otherwise required by law.
- 3. The Reviewer assumes that there are no hidden or unapparent conditions of the property, subsoil, or structures, which would render it more or less valuable. The Reviewer assumes no responsibility for such conditions, or for engineering which might be required to discover such factors. This review report must not be considered an environmental assessment of the subject property.
- 4. Information, estimates, and opinions furnished to the Reviewer, and contained in the review report, were obtained from sources considered reliable and believed to be true and correct. However, no responsibility for accuracy of such items furnished to the Reviewer can be assumed by the Reviewer.
- 5. Disclosure of the contents of the report is governed by the Uniform Standards of Professional Appraisal Practice, the Bylaws and Regulations of the professional appraisal organizations with which the Reviewer is associated, and any applicable federal, state or local laws.
- 6. Neither all, nor any part of the content of the review report, or copy thereof (including the conclusions of the review, the identity of the Reviewer, professional designations, reference to any professional appraisal organizations, or the firm with which the Reviewer is connected), shall be used for any purpose by anyone but the client specified in the review report, its successors and assigns, professional appraisal organizations, any state or federally approved financial institution, any department, agency, or instrumentality of the United States or any state or the District of Columbia, without the previous written consent and approval of the Reviewer.
- 7. No change of any item in the review report shall be made by anyone other than the Reviewer and the Reviewer shall have no responsibility for any such unauthorized change.

APPRAISER:

Signature: G. Daniel Green  
Name: G. Daniel Green  
Title: MAI SRA  
State Certification #: Cert Gen RZ836  
or State License #: \_\_\_\_\_  
State: FL Expiration Date of Certification or License: 11/30/2022  
Date Signed: 12/20/2021

SUPERVISORY or CO-APPRAISER (if applicable):

Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
State Certification #: \_\_\_\_\_  
or State License #: \_\_\_\_\_  
State: \_\_\_\_\_ Expiration Date of Certification or License: \_\_\_\_\_  
Date Signed: \_\_\_\_\_

RESIDENTIAL APPRAISAL REVIEW SHORT FORM

|                     |                                            |       |              |
|---------------------|--------------------------------------------|-------|--------------|
| Lending Institution | City of Destin                             |       |              |
| Lender's Address    | 4200 Indian Bayou Trail , Destin, FL 32541 |       |              |
|                     |                                            |       |              |
| Name of Borrower    |                                            |       |              |
| Property Address    | 604 Sandalwood Dr                          |       |              |
|                     | Destin, FL 32541                           |       |              |
| Loan Number         |                                            |       |              |
| Appraised Value     | \$ \$195,000                               | Date  | 8/5/2021     |
| Lender's Appraiser  | Stephen J. Cross, SR/WA                    | Phone | 407-883-6288 |
| Appraiser's Address | 711 North Sherrill St, Suite B             |       |              |
| Review Appraiser    | G. Daniel Green MAI,SRA                    | Phone |              |
| Reviewer's Address  | 103 Baybridge, Gulf Breeze, Fl 32561       |       |              |

REVIEW ANALYSIS

|                               |                                     |                          |                          |                    |                                     |                          |                          |
|-------------------------------|-------------------------------------|--------------------------|--------------------------|--------------------|-------------------------------------|--------------------------|--------------------------|
| DESCRIPTION:                  | Acceptable                          | Unacceptable             | N/A                      |                    | Acceptable                          | Unacceptable             | N/A                      |
| 1. Legal Description (verify) | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 5. Improvements    | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 2. Census Tract               | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 6. Subject Unit    | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 3. Neighborhood               | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 7. Comment Section | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 4. Site                       | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |                    |                                     |                          |                          |
| REMARKS:                      |                                     |                          |                          |                    |                                     |                          |                          |
|                               |                                     |                          |                          |                    |                                     |                          |                          |

|                            |                          |                          |                                     |                       |                          |                          |                                     |
|----------------------------|--------------------------|--------------------------|-------------------------------------|-----------------------|--------------------------|--------------------------|-------------------------------------|
| COST ANALYSIS SECTION:     |                          |                          |                                     |                       |                          |                          |                                     |
| 8. Physical Depreciation   | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | 12. Adjustments &     |                          |                          |                                     |
| 9. Functional Depreciation | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | Calculations (verify) | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 10. External Depreciation  | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | 13. Comments          | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 11. Land to Improvement    |                          |                          |                                     |                       |                          |                          |                                     |
| Ratio (verify)             | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |                       |                          |                          |                                     |
| REMARKS:                   |                          |                          |                                     |                       |                          |                          |                                     |
|                            |                          |                          |                                     |                       |                          |                          |                                     |

|                               |                                     |                          |                          |                            |                                     |                          |                                     |
|-------------------------------|-------------------------------------|--------------------------|--------------------------|----------------------------|-------------------------------------|--------------------------|-------------------------------------|
| MARKET DATA ANALYSIS SECTION: |                                     |                          |                          |                            |                                     |                          |                                     |
| 14. Documentation Numbers     |                                     |                          |                          | 21. Math Calculations      |                                     |                          |                                     |
| (verify)                      | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | (verify)                   | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/>            |
| 15. Location Adjustments      | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 22. Comments Section       | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/>            |
| 16. Site and View Adjustments | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 23. Net Adjustment Ratio   |                                     |                          |                                     |
| 17. Quality/Design and        |                                     |                          |                          | 1) -5 % 2) -5 % 3) 0 %     | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/>            |
| Appeal Adjustments            | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 24. Gross Adjustment Ratio |                                     |                          |                                     |
| 18. Condition Adjustments     | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 1) 5 % 2) 5 % 3) 0 %       | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/>            |
| 19. Room Count and Square     |                                     |                          |                          | 25. Comparable Data        |                                     |                          |                                     |
| feet Adjustments              | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Sections                   | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/>            |
| 20. Amenities Adjustments     | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 26. Income Approach        | <input type="checkbox"/>            | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| REMARKS:                      |                                     |                          |                          |                            |                                     |                          |                                     |
|                               |                                     |                          |                          | 27. Condo Project Addenda  | <input type="checkbox"/>            | <input type="checkbox"/> | <input checked="" type="checkbox"/> |

|                          |                                     |                          |                                     |                                   |                          |                          |                                     |
|--------------------------|-------------------------------------|--------------------------|-------------------------------------|-----------------------------------|--------------------------|--------------------------|-------------------------------------|
| ADDENDA REQUIRED         |                                     |                          |                                     | CONDOMINIUM                       |                          |                          |                                     |
| 28. Plat Map             | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/>            | 37. No. of Units Not Completed    | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 29. Building Sketch      | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/>            | 38. Presale Requirements Not      |                          |                          |                                     |
| 30. Comparable Map       | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/>            | Met                               | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 31. Photo Pages          | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/>            | 39. Sale(s) From Project Needed   | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 32. Statement Living     |                                     |                          |                                     | 40. Sale(s) Out of Project Needed | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| Conditions               | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/>            | 41. Addendum A                    | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 33. Purchase Agreement   | <input type="checkbox"/>            | <input type="checkbox"/> | <input checked="" type="checkbox"/> | 42. Addendum B                    | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 34. Original Signature   | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/>            | UNITS                             |                          |                          |                                     |
| 35. 442 Certification of |                                     |                          |                                     | 43. Rental Survey                 | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| Completion               | <input type="checkbox"/>            | <input type="checkbox"/> | <input checked="" type="checkbox"/> | 44. Operating Income Statement    | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 36. Copy of Permit for   |                                     |                          |                                     |                                   |                          |                          |                                     |
| Addition/Conversion      | <input type="checkbox"/>            | <input type="checkbox"/> | <input checked="" type="checkbox"/> |                                   |                          |                          |                                     |
| REMARKS:                 |                                     |                          |                                     |                                   |                          |                          |                                     |
|                          |                                     |                          |                                     |                                   |                          |                          |                                     |

REVIEWER'S SUMMARY

|                                                                          |                                                                     |                               |                               |
|--------------------------------------------------------------------------|---------------------------------------------------------------------|-------------------------------|-------------------------------|
| Appraisal report was:                                                    | Good <input checked="" type="checkbox"/>                            | Fair <input type="checkbox"/> | Poor <input type="checkbox"/> |
| Recommendation:                                                          |                                                                     |                               |                               |
| <input checked="" type="checkbox"/> Accept as is                         | <input type="checkbox"/> Accept when revised - See items# _____     |                               |                               |
| <input type="checkbox"/> Have another appraisal prepared by someone else | <input type="checkbox"/> Other _____                                |                               |                               |
| Comments:                                                                |                                                                     |                               |                               |
|                                                                          |                                                                     |                               |                               |
| Field Review was made                                                    | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |                               |                               |
| Sales price \$ _____                                                     | Appraisers Value \$ \$195,000                                       | Reviewer's Recommendation     | \$ _____                      |
| Reviewer's Signature _____                                               | Title _____                                                         | Date of Review                | 12/20/2021                    |
| Reviewer's Signature _____                                               | Title _____                                                         | Date of Review                | _____                         |
| See Attached <input type="checkbox"/>                                    |                                                                     |                               |                               |

## SUPPLEMENTARY DATA

| ITEM                                   |  | SUBJECT     |       | COMPARABLE NO. 1 |       |                     | COMPARABLE NO. 2 |             |       | COMPARABLE NO. 3    |       |             |       |                     |  |
|----------------------------------------|--|-------------|-------|------------------|-------|---------------------|------------------|-------------|-------|---------------------|-------|-------------|-------|---------------------|--|
| 604 Sandalwood Dr                      |  |             |       |                  |       |                     |                  |             |       |                     |       |             |       |                     |  |
| Address Destin, FL 32541               |  |             |       |                  |       |                     |                  |             |       |                     |       |             |       |                     |  |
| Proximity to Subject                   |  |             |       |                  |       |                     |                  |             |       |                     |       |             |       |                     |  |
| Sales Price                            |  | \$          |       |                  | \$    |                     |                  | \$          |       |                     | \$    |             |       |                     |  |
| Price/Gross Liv. Area                  |  | \$          | ⌵     | \$               | ⌵     |                     | \$               | ⌵           |       | \$                  | ⌵     |             |       |                     |  |
| Data Source                            |  |             |       |                  |       |                     |                  |             |       |                     |       |             |       |                     |  |
| VALUE ADJUSTMENT                       |  | DESCRIPTION |       | DESCRIPTION      |       | + (-) \$ Adjustment |                  | DESCRIPTION |       | + (-) \$ Adjustment |       | DESCRIPTION |       | + (-) \$ Adjustment |  |
| Sales or Financing                     |  |             |       |                  |       |                     |                  |             |       |                     |       |             |       |                     |  |
| Concessions                            |  |             |       |                  |       |                     |                  |             |       |                     |       |             |       |                     |  |
| Date of Sale/Time                      |  |             |       |                  |       |                     |                  |             |       |                     |       |             |       |                     |  |
| Location                               |  |             |       |                  |       |                     |                  |             |       |                     |       |             |       |                     |  |
| Site/View                              |  |             |       |                  |       |                     |                  |             |       |                     |       |             |       |                     |  |
| Design and Appeal                      |  |             |       |                  |       |                     |                  |             |       |                     |       |             |       |                     |  |
| Quality of Construction                |  |             |       |                  |       |                     |                  |             |       |                     |       |             |       |                     |  |
| Age                                    |  |             |       |                  |       |                     |                  |             |       |                     |       |             |       |                     |  |
| Functional Utility                     |  |             |       |                  |       |                     |                  |             |       |                     |       |             |       |                     |  |
| Above Grade                            |  | Total       | Bdrms | Baths            | Total | Bdrms               | Baths            | Total       | Bdrms | Baths               | Total | Bdrms       | Baths |                     |  |
| Room Count                             |  |             |       |                  |       |                     |                  |             |       |                     |       |             |       |                     |  |
| Gross Living Area                      |  | Sq. Ft.     |       | Sq. Ft.          |       | Sq. Ft.             |                  | Sq. Ft.     |       | Sq. Ft.             |       | Sq. Ft.     |       |                     |  |
| Basement & Finished Rooms Below Grade  |  |             |       |                  |       |                     |                  |             |       |                     |       |             |       |                     |  |
| Condition                              |  |             |       |                  |       |                     |                  |             |       |                     |       |             |       |                     |  |
| Heating/Cooling                        |  |             |       |                  |       |                     |                  |             |       |                     |       |             |       |                     |  |
| Garage/Carport                         |  |             |       |                  |       |                     |                  |             |       |                     |       |             |       |                     |  |
| Porches, Patio, Pool, Etc.             |  |             |       |                  |       |                     |                  |             |       |                     |       |             |       |                     |  |
| Special Energy Efficient Items         |  |             |       |                  |       |                     |                  |             |       |                     |       |             |       |                     |  |
| Fireplace(s)                           |  |             |       |                  |       |                     |                  |             |       |                     |       |             |       |                     |  |
| Other (e.g. kitchen equip. remodeling) |  |             |       |                  |       |                     |                  |             |       |                     |       |             |       |                     |  |
| Net Adj. (total)                       |  |             |       | ☐ +              | ☐ -   | \$                  |                  | ☐ +         | ☐ -   | \$                  |       | ☐ +         | ☐ -   | \$                  |  |
| Indicated Value of Subject             |  |             |       | Net              | %     | \$                  |                  | Net         | %     | \$                  |       | Net         | %     | \$                  |  |
|                                        |  |             |       | Gross            | %     |                     |                  | Gross       | %     |                     |       | Gross       | %     |                     |  |

### Comments on Sales Comparison

### REVIEWER'S SUMMARY COMMENTS

This image shows a single sheet of white paper with horizontal ruling lines. The lines are evenly spaced and run across the width of the page. There is no text or other markings on the paper.

|                                    |        |        |                           |    |                |
|------------------------------------|--------|--------|---------------------------|----|----------------|
| Borrower/Client                    |        |        | File No. SE-2021101304103 |    |                |
| Property Address 604 Sandalwood Dr |        |        |                           |    |                |
| City                               | Destin | County | State                     | FL | Zip Code 32541 |
| Lender                             |        |        | City of Destin            |    |                |

APPRAISAL AND REPORT IDENTIFICATION

Pursuant to the defined Scope of Work, the purpose of this Appraisal Review is to (check all that apply):

☒ Determine if the results of the work under review are credible for the intended user’s intended use.

☒ Evaluate compliance with relevant USPAP requirements, client requirements, or applicable regulations.

☐ Provide the reviewer’s own opinion of value of the property that is the subject of the report under review, in the format of:

☐ An Appraisal Report for a real property appraisal (Standards Rule 2-2(a)), or

☐ An Appraisal Review Report for an appraisal review (Standards Rule 4-2).

Comments on Standards Rule 4-3

I certify that, to the best of my knowledge and belief:

- The statements of fact contained in this report are true and correct.
- The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions.
- Unless otherwise indicated, I have no present or prospective interest in the property that is the subject of the work under review and no personal interest with respect to the parties involved.
- Unless otherwise indicated, I have performed no other services, as an appraiser or in any other capacity, regarding the property that is the subject of the work under review within the three-year period immediately preceding acceptance of this assignment.
- I have no bias with respect to the property that is the subject of the work under review or to the parties involved with this assignment.
- My engagement in this assignment was not contingent upon developing or reporting predetermined results.
- My compensation is not contingent on an action or event resulting from the analyses, opinions, or conclusions in this review or from its use.
- My compensation for completing this assignment is not contingent upon the development or reporting of predetermined assignment results or assignment results that favors the cause of the client, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal review.
- My analyses, opinions, and conclusions were developed and this review report was prepared in conformity with the Uniform Standards of Professional Appraisal Practice.
- Unless otherwise indicated, I have not made a personal inspection of the subject of the work under review.
- Unless otherwise indicated, no one provided significant appraisal or appraisal review assistance to the person(s) signing this certification (if there are exceptions, the name of each individual providing significant appraisal or appraisal review assistance is stated elsewhere in this report).

Reasonable Exposure Time

(USPAP defines Exposure Time as the estimated length of time that the property interest being appraised would have been offered on the market prior to the hypothetical consummation of a sale at market value on the effective date of the appraisal.)

My Opinion of Reasonable Exposure Time for the subject property at the market value stated in this report is: 1-3 Mos.

Comments on Appraisal and Report Identification

Note any USPAP related issues requiring disclosure and any State mandated requirements:

REVIEWER:

Signature: G. Daniel Green MAI,SRA

Name: G. Daniel Green MAI,SRA

State Certification #: Cert Gen RZ836

or State License #: \_\_\_\_\_

State: FL Expiration Date of Certification or License: 11/30/2022

Date of Signature and Report: 12/20/2021

Effective Date of Review: \_\_\_\_\_

Inspection of Subject: ☐ None ☐ Interior and Exterior ☐ Exterior-Only

Date of Inspection (if applicable): \_\_\_\_\_

SUPERVISORY or CO-REVIEWER (if applicable):

Signature: \_\_\_\_\_

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

State Certification #: \_\_\_\_\_

or State License #: \_\_\_\_\_

State: \_\_\_\_\_ Expiration Date of Certification or License: \_\_\_\_\_

Date of Signature: \_\_\_\_\_

Inspection of Subject: ☐ None ☐ Interior and Exterior ☐ Exterior-Only

Date of Inspection (if applicable): \_\_\_\_\_



**DEFINITION OF MARKET VALUE:** The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller, each acting prudently, knowledgeably and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby: (1) buyer and seller are typically motivated; (2) both parties are well informed or well advised, and each acting in what they considers their own best interest; (3) a reasonable time is allowed for exposure in the open market; (4) payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and (5) the price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale. (Source: FDIC Interagency Appraisal and Evaluation Guidelines, October 27, 1994.)

**SCOPE OF REVIEW:** The scope of this review is limited to the information being provided by the original appraiser, and is to form an opinion as to the apparent adequacy and relevance of the data and the propriety of any adjustments to the data; form an opinion as to the appropriateness of the appraisal methods and techniques used and develop the reasons for any disagreement; form an opinion as to whether the analyses, opinions, and conclusions in the report under review are appropriate and reasonable, and develop the reasons for any disagreement.

**CERTIFICATION AND STATEMENT OF LIMITING CONDITIONS**

**CERTIFICATION:** The reviewer certifies and agrees that, to the best of his/her knowledge and belief:

- 1. The statements of fact contained in this report are true and correct.
- 2. The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions.
- 3. Unless otherwise indicated, I have no present or prospective interest in the property that is the subject of the work under review and no personal interest with respect to the parties involved.
- 4. Unless otherwise indicated, I have performed no services, as an appraiser or in any other capacity, regarding the property that is the subject of the work under review within the three-year period immediately preceding acceptance of this assignment.
- 5. I have no bias with respect to the property that is the subject of the work under review or to the parties involved with this assignment.
- 6. My engagement in this assignment was not contingent upon developing or reporting predetermined results.
- 7. My compensation is not contingent on an action or event resulting from the analyses, opinions, or conclusions in this review or from its use.
- 8. My compensation for completing this assignment is not contingent upon the development or reporting of predetermined assignment results or assignment results that favors the cause of the client, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal review.
- 9. My analyses, opinions, and conclusions were developed and this review report was prepared in conformity with the Uniform Standards of Professional Appraisal Practice.
- 10. Unless otherwise indicated, I have not made a personal inspection of the subject of the work under review.
- 11. Unless otherwise indicated, no one provided significant appraisal, appraisal review, or appraisal consulting assistance to the person(s) signing this certification (if there are exceptions, the name of each individual providing significant real property appraisal assistance is stated elsewhere in this report).

**CONTINGENT AND LIMITING CONDITIONS:** The certification of the Reviewer appearing in the review report is subject to the following conditions and to such other specific and limiting conditions as are set forth by the Reviewer in the review report.

- 1. The Reviewer assumes no responsibility for matters of a legal nature affecting the property which is the subject of this review or the title thereto, nor does the Reviewer render any opinion as to the title, which is assumed to be good and marketable.
- 2. The Reviewer will not give testimony or appear in court because he or she reviewed an appraisal of the property in question, unless specific arrangements to do so have been made beforehand, or as otherwise required by law.
- 3. The Reviewer assumes that there are no hidden or unapparent conditions of the property, subsoil, or structures, which would render it more or less valuable. The Reviewer assumes no responsibility for such conditions, or for engineering which might be required to discover such factors. This review report must not be considered an environmental assessment of the subject property.
- 4. Information, estimates, and opinions furnished to the Reviewer, and contained in the review report, were obtained from sources considered reliable and believed to be true and correct. However, no responsibility for accuracy of such items furnished to the Reviewer can be assumed by the Reviewer.
- 5. Disclosure of the contents of the report is governed by the Uniform Standards of Professional Appraisal Practice, the Bylaws and Regulations of the professional appraisal organizations with which the Reviewer is associated, and any applicable federal, state or local laws.
- 6. Neither all, nor any part of the content of the review report, or copy thereof (including the conclusions of the review, the identity of the Reviewer, professional designations, reference to any professional appraisal organizations, or the firm with which the Reviewer is associated), shall be used for any purpose by anyone but the client specified in the review report, its successors and assigns, professional appraisal organizations, any state or federally approved financial institution, any department, agency, or instrumentality of the United States or any state or the District of Columbia, without the previous written consent and approval of the Reviewer.
- 7. No change of any item in the review report shall be made by anyone other than the Reviewer and the Reviewer shall have no responsibility for any such unauthorized change.

APPRAISER:

Signature:



Name:

G. Daniel Green MAI,SRA

Title:

State Certification #:

Cert Gen RZ836

or State License #:

State:

FL

Expiration Date of Certification or License:

11/30/2022

Date Signed:

12/20/2021

SUPERVISORY or CO-APPRAISER (if applicable):

Signature:

Name:

State Certification #:

or State License #:

State:

Expiration Date of Certification or License:

Date Signed:

CITY OF DESTIN



# AGENDA ITEM

**COUNCIL MEETING DATE:** April 3, 2023  
**TYPE OF AGENDA ITEM:** Public Hearing  
**AGENDA OUTLINE NUMBER:** 5.A.

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**TO:** City Council

**THRU:** Lance Johnson, City Manager

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

**DATE:** March 24, 2023

**SUBJECT:** Jake Hebert of Custom Tower LLC, on behalf of Destin Water Users, Inc. and Okaloosa County, is requesting approval of a Minor Development Order. The project scope consists of the construction of a new 911/P25 communication tower and the associated site infrastructure. The project is proposed at 218T Main Street (Parcel ID: 00-2S-22-0000-0058-0110)

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**I. BACKGROUND:** Cristina Gerardi of Williams Communications, Inc., on behalf of Destin Water Users, Inc. and Okaloosa County, is requesting approval of a Minor Development Order. The project scope consists of the construction of a new 911/P25 communication tower and the associated site infrastructure. The project is proposed at 218T Main Street (Parcel ID: 00-2S-22-0000-0058-0110).

**II. DISCUSSION:**

**COMPREHENSIVE PLAN/LAND DEVELOPMENT CODE**

The subject property is within the **Town Center Commons Planning Area**. Also, the property has a Future Land Use Map Designation of **Town Center Mixed Use (TCMU)** and a Zoning Designation of **Town Center Mixed Use (TCMU)**. The proposed use of wireless telecommunication carriers is consistent with these land use regulations. The project, as required by the Comprehensive Plan and the Land Development Code, has undergone a compatibility review and meets the minimum requirements.

**LAND USE**

'Wireless telecommunication carriers' are an appropriate use within the **TCMU** future land use designation and a permitted use within the **TCMU** zoning district.

**DENSITY**

N/A

**HEIGHT**

Maximum allowed: 200' per *LDC 7.19.03.B.3.f*

Provided: 223' – Approved by Board of Adjustment (BOA) at October 5, 2022 meeting.

**SETBACKS**

Front minimum required: 223' per *LDC 7.19.08.A*

Front provided: ±326'

Side minimum required: 223' per *LDC 7.19.08.A*

Side provided: ±81 – Approved by BOA at October 5, 2022 meeting.

Rear minimum required: 223' per *LDC 7.19.08.A*

Rear provided: ±215 – Approved by BOA at October 5, 2022 meeting.

**OPEN SPACE**

Minimum required: 30%

Provided: >30%

**PLATTING**

There is no subdivision being proposed as part of this project scope.

**CONCURRENCY MANAGEMENT**

There are no concurrency requirements associated with the proposed development.

**AIRPORT PROTECTION**

As proposed, this project is not affected by nor affects the Destin Executive Airport. The applicant has indicated on the development order application that the proposed project is not within the Airport Expansion Area.

**NOTE:** If construction necessitates the use of a crane, or other obstruction, which exceeds Federal Aviation Administration FAR 77 Standards (normally 200 feet above ground level), the applicant must request a variance from the FAA for temporary encroachment into this restrictive area and a copy of a completed FAA Form 7460, must be placed on file with the City of Destin prior to the crane, or other obstruction, penetrating the restricted airspace.

**TRANSPORTATION ANALYSIS**

As there is no traffic being generated by the proposed use, a Transportation Analysis was not required or reviewed as part of this proposed development.

**RIGHT-OF-WAY DEDICATION**

The project does not include right-of-way dedication.

**INGRESS/EGRESS**

Vehicular access to the property is provided by one-way access from the Main Street public right-of-way (ROW), as well as a private two-way access off the Industrial Park Road public ROW.

**PEDESTRIAN NETWORK**

The existing development already provides the required pedestrian network.

**PARKING**

The existing development is currently overparked by 44 parking spaces. Any parking demand generated by employees/maintenance of the tower will be satisfied through these additional parking spaces.

**UTILITIES**

All utilities are required to be undergrounded.

**STORMWATER**

N/A

**REFUSE COLLECTION**

All non-construction related dumpsters, trashcans, and recycling bins shall be placed in a solid waste collection area or inside a building.

**WHITE SANDS ZONE**

The proposed project site is not located within a White Sands Zone.

**LANDSCAPING**

N/A

**SIGNS**

No signs were reviewed for permitting or compliance with the Development Order application. All proposed signs must be permitted through a sign permit and shall comply with the sign code section of the Destin Land Development Code in effect at the time a sign application is submitted.

**IMPACT FEES**

There is no additional gross floor area being proposed as part of this project. Therefore, no impact fees are estimated for this project.

**OTHER FEES**

N/A

**PUBLIC COMMENTS: NONE**

The Land Development Code provides for the following additional requirements relating specifically to cellular towers (Staff responses in bold):

7.19.03 (2). *Application contents for a new commercial telecommunications tower.* In addition to standards addressed in [Section 2.18.00](#) of the Land Development Code, the following shall be provided:

a. A scaled site plan, certified by a licensed engineer and/or surveyor of the State of Florida, clearly indicating the location, type and height of the proposed tower, on-site land uses and zoning, adjacent land uses and zoning. Comprehensive plan classification of the

site and all properties within the applicable separation distances set forth in Section 7.19.08. Setbacks and separation, adjacent roadways, proposed means of access, setbacks from property lines, elevation drawings of the proposed tower and any other structures, topography, parking, and other information deemed by the City Manager or designee to be necessary to assess compliance with this section. – **Staff response: Applicant has provided a site plan and is attached to this staff report.**

b. The setback distance between the proposed tower and the nearest residential unit, platted residentially zoned properties, and unplatted residentially zoned properties.

**Staff response: Applicant has provided a site plan and is attached to this staff report.**

c. Method of fencing, and finished color and, if applicable, the method of camouflage and illumination.

**Staff response: This will be addressed at building permitting.**

d. A notarized statement by the applicant as to whether construction of the tower will accommodate collocation of additional antennas for future users.

**Staff response: A letter was not provided, however, the agreement between Destin Water Users and Okaloosa County permits "...additional tenants on the Property to defray the costs of maintaining the System, which may also provide additional benefits to DWU's Property for other types of non-emergency coverage." Applicant may respond to this at public hearing.**

e. A description of the suitability of the use of existing towers or other structures not requiring the use of towers or structures to provide the services to be provided through the use of the proposed new tower.

**Staff response: An engineering statement of need was provided in the application packet and is attached to this staff report.**

*3.Siting standards for commercial telecommunications towers.* In addition to the criteria cited above, proposed commercial communications towers must meet the following:

a. This section applies to specified commercial telecommunications towers that support any antennas designed to receive or transmit electromagnetic energy, such as but not limited to telephone, television, radio or microwave transmissions, or towers of similar construction designed to serve other functions.

1) A commercial telecommunications tower in excess of 100 feet above natural grade shall not be approved unless the applicant demonstrates that no existing or approved tower or alternative tower structure of equal or greater height within the effective radius can accommodate the applicant's proposed antenna and ancillary equipment. Towers owned or leased to any government are exempt.

**Staff response: An engineering statement of need was provided in the application packet and is attached to this staff report.**

2) All guy anchors, outdoor equipment, accessory buildings and accessory structures erected for use in connection with commercial telecommunications towers shall be required to meet the minimum setback requirements established for the district in which they are located and be visually screened to a height of, at a minimum, eight (8) feet by trees,



shrubs, solid walls or fences.

**Staff response: The site plan shows fencing around the tower and ancillary structures. Height will be addressed at time of building permitting.**

3) All towers and communications facilities shall be of camouflage design standards. Examples of camouflage facilities include, but are not limited to, architecturally screened roof, roof mounted antennas, antennas integrated into architectural elements, telecommunications towers designed to blend into the surrounding environment or to look other than a tower, such as light poles, power poles and trees. At a minimum, all towers not requiring FAA painting or markings shall have an exterior finish which is galvanized or painted dull blue, gray or black.

**Staff response: The proposed tower is a stand-alone lattice design and does not propose any camouflage elements other than the ground level fencing/screening.**

b. The commercial telecommunications tower and/or TV dish antenna will not unreasonably interfere with the view of or from any public park or scenic vista.

**Staff response: The proposed tower is centrally located within the City limits and is not between any park and the their view sheds.**

c. The height, mass and guy-wire supports of the commercial telecommunications tower cannot exceed that which is essential for its intended use and public safety and which is allowed under the provisions of [7.15.00](#), Airport Zoning Regulations of the Land Development Code.

**Staff response: The FAA has reviewed the proposed tower and provided there approval and is attached to this staff report.**

d. The color of the proposed commercial telecommunications tower will be of such light tone, except to the extent required by law, regulation or ordinance, as to minimize its visual impact.

**Staff response: This will be addressed at the time of building permitting.**

e. Applicants submitting an application for a tower exceeding 100 feet will be required to obtain a determination from the Federal Aviation Administration of "No Hazard to Aviation" status (based on proposed height and/or electromagnetic interference).

**Staff response: The FAA has reviewed the proposed tower and provided there approval and is attached to this staff report.**

f. Maximum tower height shall be no greater than 200 feet in height.

**Staff response: Height Variance 22-55-VR was granted by the Board of Adjustment on October 5, 2022.**

g. Applicants submitting an application for a new tower shall submit such application to the Eglin Air Force Base installation commander or his or her designee, and no determination on the application shall be made sooner than 30 days after receipt of such submittal by the Air Force.

**Staff response: No letter has been provided but per State Statutes (enacted subsequent to this Code provision) the City cannot withhold approval to wait on any Federal or State approvals or determinations. However, the FFA has reviewed the proposed tower and provided there approval and is attached to this staff report.**

h. A security fence around the tower base, or along the perimeter of the site shall be provided.

**Staff report: A fence is shown around the perimeter of the tower and ancillary equipment.**

7.19.04. *Use regulations.* It is the intent of this subsection (c) to comply with the Telecommunications Act of 1996, section 704, codified at 47 U.S.C. section 332 (c)(7) which precludes the City from prohibiting or having the effect of prohibiting the provision of personal wireless services. It is not the intent of this subsection to allow the applicant to select a new site in a lower priority allowable zoning district without having first exhausted the possibility of locating an existing site as described in Section 7.19.03.A.1. or a new site in the higher priority allowable zoning districts. **Staff response: An engineering statement of need was provided in the application packet and is attached to this staff report.**

A. Telecommunications facilities shall be an allowable use subject to a hierarchy of eligibility within the following prioritized zoning districts:

1. In any zoning district if located on City owned rights-of-way or City owned property as approved by the City Council and leased or franchised to the applicant.
2. An Industrial (IN) zoning district designation if the applicant demonstrates the unavailability, unsuitability, or inappropriateness of an existing site available under Section 7.19.03.A.1.
3. A Commercial General (CG) zoning district designation if the applicant demonstrates the unavailability, unsuitability, or inappropriateness of a site available under Section 7.19.03.A.1. or IN zoning.
4. A Commercial Trades and Services (CTS) zoning district designation if the applicant demonstrates the unavailability, unsuitability, or inappropriateness of a site available under Section 7.19.03.A.1., IN zoning or CG zoning.
5. A Town Center Mixed Use (TCMU) zoning district designation if the applicant demonstrates the unavailability, unsuitability, or inappropriateness of a site available under Section 7.19.03.A.1., IN zoning, CG zoning or CTS zoning.
6. Other zoning districts only as may be necessary to avoid the preclusion of wireless telecommunications service within the City of Destin as consistent with the requirements of 42 U.S.C. 332(c)(7), or Section 365.172(12), Florida Statutes.

B. The unavailability, unsuitability, or inappropriateness of the higher priority zoning districts in which telecommunications towers are an allowable use shall be demonstrated by the following: **Staff response: An engineering statement of need was provided in the application packet and is attached to this staff report.**

1. Lack of availability
  - a. Do not have sufficient space to allow applicant's antenna and related equipment to function effectively; or
  - b. Are not available for lease under a reasonable and customary leasing agreement, at a fair market value, as demonstrated by a commercial real estate appraisal from a MAI certified appraiser.
2. Technical issues including the following:
  - a. Are not of sufficient height, or would not otherwise meet the applicant's engineering requirements; or
  - b. Do not have sufficient structural strength to support the applicant's proposed antenna and

related equipment; or

c. Would result in electromagnetic interference with or by the antenna.

3. A greater visual impact on surrounding properties than the proposed alternative site; or

4. Would be less implementing of the goals, objectives, intent, priorities, preferences, or purposes of the City's Comprehensive Plan, Land Development Regulations, or this section, than the proposed alternative site.

7.19.05. *Co-location; availability of structures.* No new telecommunication tower shall be permitted unless the applicant demonstrates that no existing tower or alternative tower structure, regardless of whether it is located within the City, can accommodate the applicant's proposed antenna. All evidence submitted shall be prepared by appropriate licensed professionals or qualified industry experts. Evidence submitted to demonstrate that no existing tower or alternative tower structure can accommodate the proposed antenna shall consist of one or more of the following: **Staff response: An engineering statement of need was provided in the application packet and is attached to this staff report.**

A. That no existing towers or approved, or suitable alternative structures are located within the geographic antenna placement area required to meet the applicant's engineering requirements.

B. That existing towers or alternative tower structures within the search radius, or combinations thereof, cannot accommodate the planned equipment at a height necessary to function reasonably as documented by a qualified and licensed Florida professional engineer.

C. The planned equipment would exceed the structural capacity of the existing or approved tower or alternative tower structures, as documented by a qualified and licensed Florida professional engineer, and the existing or approved tower, or alternative tower structure cannot be reinforced, modified or replaced to accommodate planned or equivalent equipment at a reasonable cost.

D. That the applicant's proposed antenna(s) would cause electromagnetic interference with the antennas on the existing towers or alternative tower structures, or the antennas on the existing towers or alternative tower structures would cause interference with the applicant's proposed antenna and the interference cannot be prevented at a reasonable cost.

E. That the cost or contractual provisions required by the tower owner to use an existing tower or structure or to adapt an existing tower or alternative tower structure for shared use are unreasonable. Costs exceeding new tower development are presumed to be unreasonable per Section 7.19.04.B.1.b.

F. That other unforeseen reasons that make it infeasible to locate the planned telecommunications equipment upon an existing or approved alternative tower structure.

7.19.06. *Standards of approval for all telecommunication facilities.* The following standards shall apply to approval of all telecommunication facilities.

A. The applicant shall demonstrate, using the latest technological evidence, why the antenna or tower must be placed in a proposed location in order to serve its necessary function in the company's grid system. Part of the demonstration shall include a drawing showing the boundaries of the area around the proposed location which would also permit the antenna to function properly in the company's grid system. The area shall be considered the allowable zone. **Staff response: An engineering statement of need was provided in the application packet and is attached to this staff report.**

B.The applicant shall demonstrate that the telecommunication tower is no higher than necessary to function satisfactorily and to accommodate the co-location requirement. All towers shall be designed to accommodate the co-location of other telecommunication antennas as follows: **Staff response: An engineering statement of need was provided in the application packet and is attached to this staff report.**

1.For towers up to 150 feet in height, the tower and telecommunication equipment building shall be designed to accommodate at least two providers; and

2.For towers greater than 150 feet in height, the tower and telecommunication equipment building shall be designed to accommodate at least three providers.

C.Telecommunication towers shall be monopole construction unless it is demonstrated that another type of tower is required for safety purposes.

D.All telecommunication towers shall be fitted with anti-climbing devices as approved by the manufacturers.

E.If the installation and/or the operation of any telecommunication facility is determined by the City Building Official, to be inherently dangerous, or a demonstrable health hazard, the facility shall be declared to be a nuisance and all operation thereof shall cease. The telecommunication provider and/or owner of the facility shall be provided with a 30 calendar day opportunity to cure, during which operation of the facility may continue, unless there is imminent danger of the structure collapsing. This provision shall be applicable to telecommunication facilities located in the City prior to adoption of this Land Development Code.

**Staff response: This will be handled appropriately if these circumstances arise.**

F. Screening per Section 12.04.04.G. shall be required around the telecommunication facility unless the antenna is mounted on an existing structure.

**Staff response: The site plan shows fencing around the tower and ancillary structures. Height will be addressed at time of building permitting.**

H. Adequate parking shall be required for users of the tower and such maintenance personnel as normal operations require. If the site is not fully automated, the number of required parking spaces shall equal the number of employees working on the largest shift.

**Staff response: There is enough site space to allow the maneuvering and parking of several vehicles for maintenance and repair purposes.**

I. The owner of property used as a telecommunication facility shall maintain such property and all structures in good condition and free of trash, outdoor storage, weeds and other debris. **Staff response: This will be handled appropriately if the circumstances arise.**

7.19.07. *Aesthetics*. The following provisions shall apply to the design, construction and installation of all telecommunication towers and antennas:

A.The design of all telecommunication equipment buildings, towers, and related structures shall use materials, colors, textures, screening, and landscaping that will blend the tower facilities to the natural setting and building environment. – The proposed tower is a stand-alone lattice design and does not propose any camouflage elements other than the ground level fencing/screening.

B.For antennas installed on an alternative tower structure, the antenna and supporting electrical and mechanical ground equipment shall be of a neutral color so as to make the antenna and related equipment visually unobtrusive. – The proposed tower is a stand-alone lattice design and does not propose any camouflage elements other than the ground level fencing/screening.

C.Telecommunication towers shall not be artificially lighted, unless required by the FAA or other applicable authority. If outdoor lighting is required, the City shall review the available

lighting alternatives and approve the design that would cause the least disturbance to the surrounding views. – This will be handled at the time of building permitting.

D.No signage or other identifying markings of a commercial nature shall be permitted upon any telecommunication tower, alternative tower structure or antenna within the city, except as required by any applicable law or regulation. – No signage is proposed nor will be approved on the tower.

E.Applications for sites zoned CG, CTS, or TCMU shall demonstrate the tower or antenna is the least visually impacting, as measured by the following factors:

1.Type of tower, with monopoles being given preference and narrow lattice being given preference over wide lattice or guyed towers; - The proposed tower is a lattice design and will designed and constructed to meet the engineering standards and Florida Building Code for a structure of its size.

2.Type of antenna, with narrow profile antenna arrays being given preference near residential districts and districts highly visible from rights-of-way; - The proposed tower is for emergency management to support a specific system with specific equipment.

3.Nature of uses on the site, with preference being given to the use of sites which are already developed with non-single family dwellings and which are currently visually impacted by tall structures, utility facilities, light poles, or other impacts; - The property is owned and occupied by Destin Water Users which is a non-residential use, however, there are no tall structures, utility facilities, or large light poles on site.

4.Nature of uses on adjacent and nearby properties, with preference being given to sites adjacent to non-residential uses and sites not near parks, recreational areas, historical areas, and redevelopment areas; - The property is owned and occupied by Destin Water Users and is surrounded by and directly adjacent to non-residential zoning, nor located near a park or a historical area, however, the TCMU district falls within the Town Center CRA which is an identified redevelopment area.

5.The view of the tower from nearby arterial and collector roads, with preferences being given to sites where much of the tower is obscured from the view of drivers on the roads or is located outside of a normal line of vision (approximately 30 degrees left and right of straight ahead); unless the tower, alternative tower, or antenna is approved by the City Council for location within the city owned right-of-way; or – The proposed tower is well over 100'+ from Main Street.

6.On-site and surrounding tree coverage and foliage, with preference being given to sites which can provide heavy vegetative screening of a tower. – The current site is landscaped with multiple trees and shrubs to provide screening at the street level directly adjacent to the property.

F.Applications for sites zoned CG, CTS, or TCMU shall demonstrate that by locating the tower or antenna on the higher priority site, that site would prohibit or have the effect of preventing the applicant from providing complete service coverage within the boundaries of the City of Destin. – An engineering statement of need was provided in the application packet and is attached to this staff report.

**A. Link to Strategic Goals / Objectives:** Enhanced quality of life and safety for families

Effective, efficient, and aesthetically pleasing infrastructure

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

**C. Level of Service (LOS):** There is no anticipated impact on the level of service.

**D. Legislative Sponsor:**



**III. CONCLUSION:**

Cristina Gerardi of Williams Communications, Inc., on behalf of Destin Water Users, Inc. and Okaloosa County, is requesting approval of a Minor Development Order. The project scope consists of the construction of a new 911/P25 communication tower and the associated site infrastructure. The project is proposed at 218T Main Street (Parcel ID: 00-2S-22-0000-0058-0110).

As per direction of City Council, Staff reached out to the applicant to provide an application and a coverage map, which illustrates the need for the tower at this location and why other towers/structures within the City cannot be utilized. This explanation and document has been received and are included as part of the attachments. The applicant and/or County will be available to answer additional questions or provide any additional required evidence at the public hearing.

**IV. RECOMMENDED MOTION:** I move that the City Council **approve** Okaloosa County Tower, a Minor Development Order, as presented.

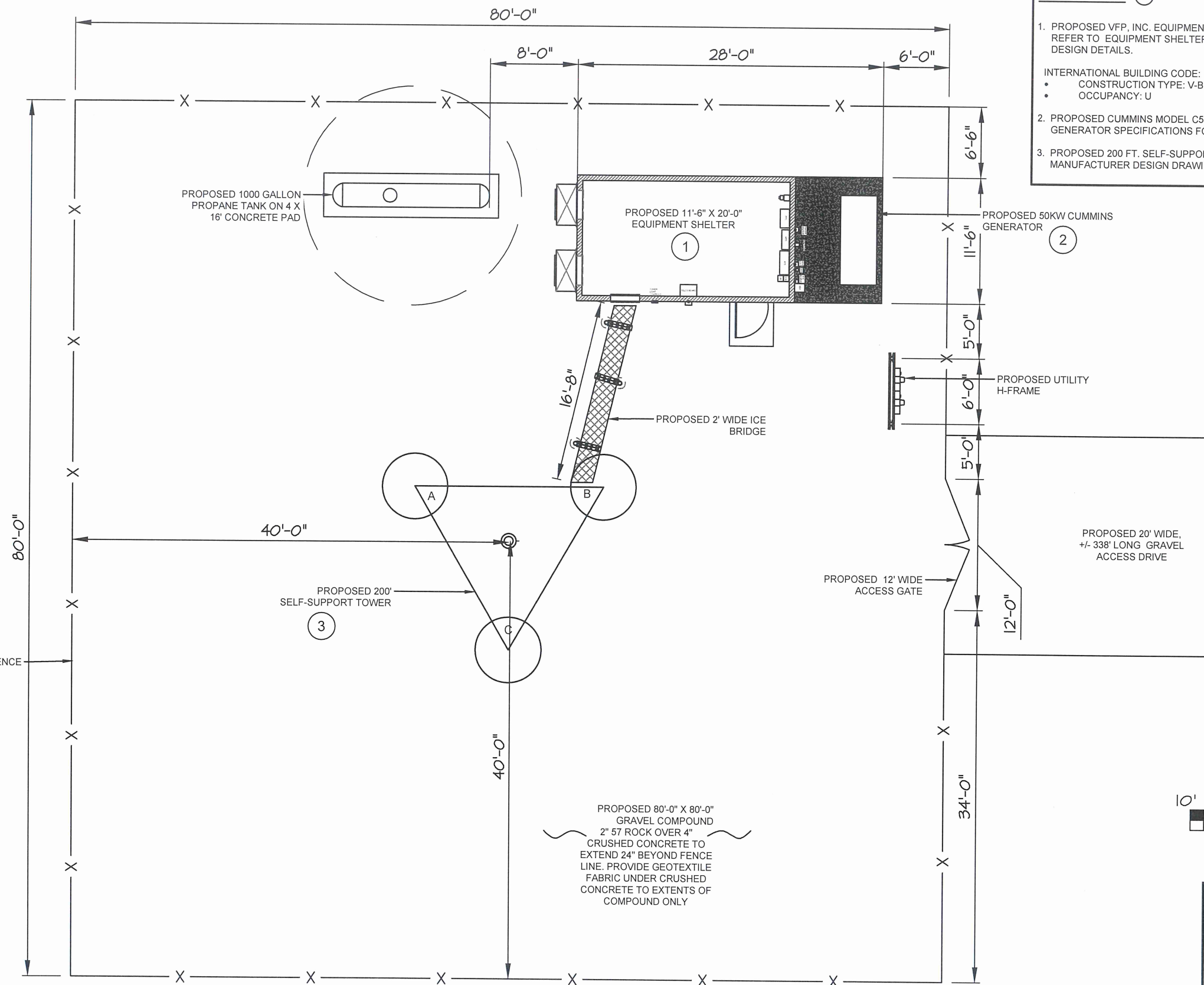
**ALTERNATE MOTION:**

I move that the City Council **approve with conditions/or/deny** Okaloosa County Tower, a Minor Development Order, as presented.

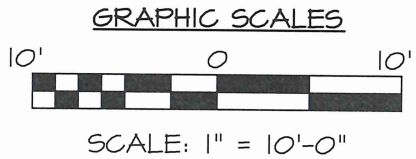
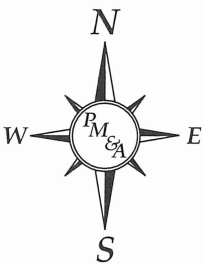
Attachments:

1. A. Boundary Survey with Footprint
2. B. Detailed Site Plan
3. C. Proposed Tower Elevation
4. D. Engineering Statement of Need
5. E. Tower Site Agreement
6. F. Property Ownership
7. G. Destin Fall Radius Tower
8. H. FAA Determination
9. I. Coverage Map with Cover Sheet
10. J. Draft DO-23-10 - Okaloosa County Tower
11. K. Okaloosa P25 Public Safety Radio System\_Destin Tower Updated
12. L. Photo Simulation of Proposed Destin Public Safety Radio Tower





- KEY NOTES:** (X)
1. PROPOSED VFP, INC. EQUIPMENT SHELTER MODEL 6724. REFER TO EQUIPMENT SHELTER DESIGN DRAWINGS FOR COMPLETE DESIGN DETAILS.
  2. PROPOSED CUMMINS MODEL C50N6 50kW PROPANE GENERATOR. REFER TO GENERATOR SPECIFICATIONS FOR DETAILED DATA.
  3. PROPOSED 200 FT. SELF-SUPPORTING TOWER. REFER TO TOWER MANUFACTURER DESIGN DRAWINGS.
- INTERNATIONAL BUILDING CODE:
- CONSTRUCTION TYPE: V-B
  - OCCUPANCY: U



**ISSUED FOR REVIEW**

**WILLIAMS**  
WILLIAMS TECHNOLOGIES

**PM&A**  
P. MARSHALL & ASSOCIATES

| NUM | DATE    | DESCRIPTION:                        |
|-----|---------|-------------------------------------|
| 1   | 2.15.23 | PRELIMINARY SITE LAYOUT             |
| 1   | 3.3.23  | ISSUED FOR DEVELOPMENT ORDER REVIEW |

**DESTIN**

**DETAILED SITE PLAN**

SITE I.D.

DESIGNED: FC

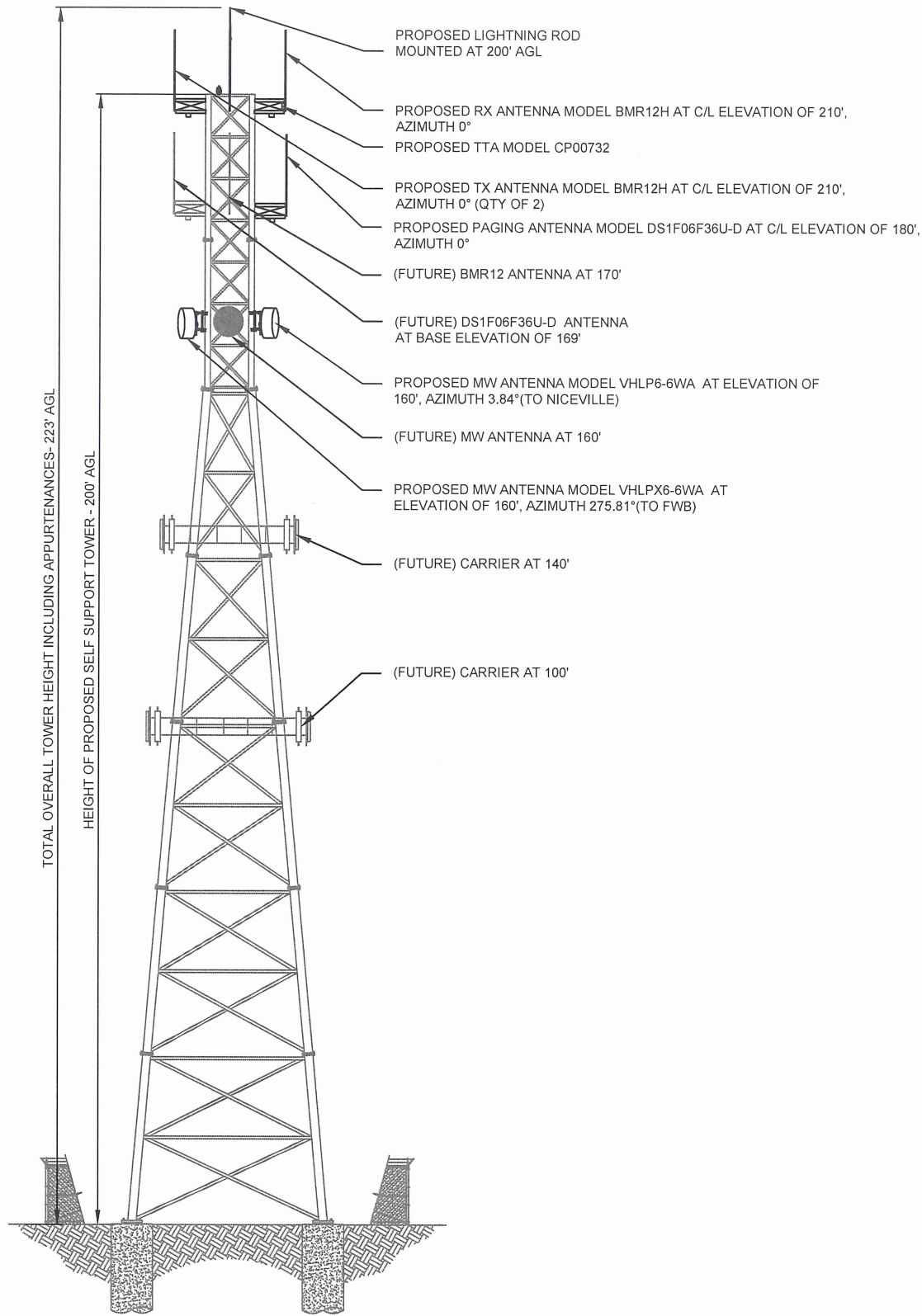
DRAWN: FC

CHECKED: AP

JOB #: WC2022-009

**C-1**

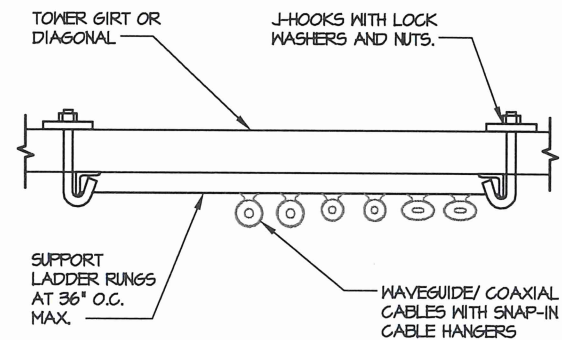




TOWER ELEVATION  
NOT TO SCALE

## TOWER LOADING SCHEDULE

| MOUNTING LEG | ANTENNA DESIGNATION | ANTENNA MODEL | RAD CENTER | ANTENNA MOUNT   | AZIMUTH (TN) | CABLE       |
|--------------|---------------------|---------------|------------|-----------------|--------------|-------------|
| A            | RX                  | BMR12H        | 210'       | 6' BOGNER MOUNT | 0°           | 7/8" FOAM   |
| A            | TTA                 | CP00732       | ---        | ON RX MOUNT     | ---          | 1/2" LDF    |
| B & C        | TX (QTY 2)          | BMR12H        | 210'       | 6' BOGNER MOUNT | 0°           | 1 5/8" FOAM |
| A            | VHF/PAGING          | DS1F06F36U-D  | 180'       | HS6-K           | 0°           | 7/8" FOAM   |
|              | FUTURE              | BMR12         | 170'       | TBD             |              | TBD         |
|              | FUTURE              | DS1F06F36U-D  | 169'       | TBD             |              | TBD         |
| A            | MW1 (TO FWB)        | VHLPX6-6WA    | 160'       | PIPE MOUNT      | 275.81°      | EWP63-59W   |
| B            | MW2 (TO NICEVILLE)  | VHLP6-6WA     | 160'       | PIPE MOUNT      | 3.84°        | EWP63-59W   |
| C            | FUTURE              | VHLP6-6WA     | 160'       | PIPE MOUNT      |              | EWP63-59W   |
|              | FUTURE              | TBD           | 140'       | TBD             |              | TBD         |
|              | FUTURE              | TBD           | 100'       | TBD             |              | TBD         |



### NOTES:

- LADDER ATTACHES TO TOWER GIRTS OR DIAGONALS WITH INCLUDED J-BOLTS AND BACKING PLATES.
- LADDER BASE KIT INCLUDES SPLICES FOR ATTACHING THE FIRST LADDER SECTION.
- USE STACKABLE LADDER BY SABRE (OR APPROVED EQUAL).

TYPICAL CABLE LADDER SUPPORT DETAIL  
NOT TO SCALE

**ISSUED  
FOR  
REVIEW**



P. MARSHALL &  
ASSOCIATES

| NUM | DATE    | DESCRIPTION:                        |
|-----|---------|-------------------------------------|
| 1   | 2.15.23 | PRELIMINARY SITE LAYOUT             |
| 1   | 3.3.23  | ISSUED FOR DEVELOPMENT ORDER REVIEW |
|     |         |                                     |
|     |         |                                     |
|     |         |                                     |

SITE DESTIN  
L.A.

TOWER ELEVATION &  
LOADING SCHEDULE

DESIGNED: FC  
DRAWN: FC  
CHECKED: AP

JOB #: WC2022-009

A-1



**WILLIAMS**  
**COMMUNICATIONS, INC**  
**WIRELESS TECHNOLOGIES**

September 6, 2022

City of Destin Planning Division  
Destin City Hall Annex  
4100 Indian Bayou Trail  
Destin, FL 32541

Subject: Proposed Tower for Okaloosa County P25 Phase II Radio System – Location: Destin, FL.

To whom it may concern:

This correspondence is to certify a comprehensive review of the proposed tower antenna system for the Okaloosa County P25 Phase II Radio System tower site in Destin. Coverage Maps were reviewed along with antenna system specifications and FCC database search results for any existing towers that meet the requirements of the Okaloosa County Contract. The following attachments are included with this letter:

- The county required coverage for this tower is detailed in attachment A
- The antenna system required to provide this coverage is detailed in attachment B
- The tower search, showing all qualifying towers, is detailed in attachment C

The proposed tower location was selected to provide Okaloosa County Public Safety users the ability to communicate within buildings having RF penetration loss of up to 30dB. This will provide outdoor and indoor county-wide operation for public safety first responders.

Location of tower: **218T Main Street, Destin, FL 32541**

An exhaustive search for alternative towers within 1,000 ft from the proposed location with a height of 200 feet or greater was conducted to find towers available for collocation. The search has provided no towers which meet the height required to meet the P25 Public Safety Radio System's coverage requirement in this area of the county. We therefore request your approval to build the detailed tower and mount the antennas at a centerline of 209 feet.

Dave Sciarrino  
Chief Engineer  
Williams Communications



## Attachment A – Coverage Requirements and Analysis

The contractual requirement is for 95% coverage within buildings that have an RF penetration loss of up to 30 dB. In order to meet this requirement at the proposed tower site, the antennas must be installed at a centerline of 209 feet above ground level. If the antennas are lowered to a centerline of 190 feet, the coverage will be reduced by 2% in Destin, and the required coverage will not be achieved.

## Attachment B – Antenna System Detail

The Table shown in this attachment details the proposed P25 antenna configuration for the Destin Tower in order to meet the 30dB in-building coverage requirement.

| SITE INFO    |                       |
|--------------|-----------------------|
| Name         | Destin                |
| Tower Type   | Lattice Tower (SST)   |
| Tower Height | 60.96 meters (200 ft) |
| Latitude     | 36° 23' 40.22" N      |
| Longitude    | 86° 28' 56.16" W      |

| TX ANTENNA SYSTEM                |                         |
|----------------------------------|-------------------------|
| Tx Coax                          | 1-5/8" Foam             |
| Tx Ant Ht (ft AGL)               | 209 Centerline, 219 Tip |
| Tx Ant Model / Manufacturer      | BMR12H / RFS            |
| Tx Ant Azimuth                   | 0                       |
| Tx Ant Tilt (Mechanical) degrees | 0                       |
| Tx Ant Tilt (Electrical) degrees | 0                       |
| Tx Ant Gain (dBd)                | 15.3                    |
| Max ERP (dBm)                    | 60.2                    |

| RX ANTENNA SYSTEM                |                         |
|----------------------------------|-------------------------|
| Rx Coax                          | 7/8" Foam               |
| Tower Top Amp / Manufacturer     | CP00732 / Combilent     |
| Rx Ant Ht (ft AGL)               | 209 Centerline, 219 Tip |
| Rx Ant Model / Manufacturer      | BMR12H / RFS            |
| Rx Ant Azimuth degrees           | 0                       |
| Rx Ant Tilt (Mechanical) degrees | 0                       |
| Tx Ant Tilt (Electrical) degrees | 0                       |
| RX Ant Gain (dBd)                | 15.3                    |

Note: RFS = Radio Frequency Systems

LAT/LON Datum is NAD83

All Antennas are 806-869 MHz

## Attachment C – Existing and Planned Tower Search

The figure below shows a search radius of 1000 feet around the proposed tower location. There are no existing or planned towers within this area that meet the design requirement of 200 feet or taller.

You can pick one of the following screen shots



**TOWER SITE AGREEMENT  
(July 2022)**

THIS AGREEMENT ("Agreement") is made this 19th Day of July, 2022, by and between the Okaloosa County, a political subdivision of the state of Florida, (the "County") Destin Water Users, Inc., ("DWU") for use of site to construct and maintain a radio tower to enhance Public Safety as part of a countywide Emergency Communications System for Okaloosa County. Collectively the County and the DWU shall be referred to as the "Parties"

**WITNESSETH**

**WHEREAS**, DWU owns Property located at 218 Main Street, Destin, FL (00-2S-22-0000-0058-0110 (site 2)); and,

**WHEREAS**, the County has a short-term agreement on larger site with the Property is located within; and

**WHEREAS**, the "Property" is approximately 80ft by 80ft is shown on Exhibit A inclusive of a route of ingress and egress from Industrial Park Road to the site and other utility easements; and

**WHEREAS**, the County desires to construct and maintain an Emergency Communication radio tower and other related emergency radio communications equipment and devices to enhance county Public Safety emergency communications; and

**WHEREAS**, the Emergency Communication System ("System") will operate as part of a comprehensive countywide network of 12 towers, 911 centers, and mobile and portable units for such emergency communications; and

**WHEREAS**, the System will serve over 30 different public safety entities to include all Emergency Medical Services, Fire/Rescue, Law Enforcement, and Okaloosa Emergency Management Agencies, as well as Transit, Utilities and similar countywide support agencies; and

**WHEREAS**, many of the agencies described above serve the DWU site and its users; and

**WHEREAS**, the County may permit additional tenants on the Property to defray the costs of maintaining the System, which may also provide additional benefits to DWU's Property for other types of non-emergency coverage.

**NOW, THEREFORE**, in consideration of these premises and the mutual covenants of the parties it is agreed as follows:

1. **Property.** DWU hereby grants the County an easement over the Property (80ft by 80ft) to install, maintain, operate and remove a radio tower, communication equipment and appurtenances the location of which is shown on the detailed map attached hereto as Exhibit A, which are further combined together with easements for access, utilities, and temporary construction easements. Upon approval of this agreement a survey with legal description shall be added to Exhibit A to definitively identify the Property.

2. **Use.** The County shall be permitted to install a self-supporting, 200ft Public Safety Grade Radio tower on the Property in accordance with the details set for in Exhibit B attached hereto and incorporated herein, to include but not limited to all cabling, emergency power generators, utilities, fencing, site work, and related equipment on the Property and to install or improve utilities and access to get to the Property and the granted Easements.

3. **Term.** The initial term of this Agreement shall be for a period of thirty (30) years commencing on the day of execution of this agreement. Within 5 years of the end of any term, the County shall have the right to extend this Agreement with written notice for two additional Ten (10) year periods conditioned upon it still being used as part of the emergency communication system.

4. **Construction.** County shall be solely responsible all cost and obligations related to construction on and off the Property to include but not limited to: the tower installation, all tower mounted equipment, ground equipment, site development, stormwater, utilities, fencing, access road and all related construction necessary is performed by County or its contractors in a safe manner consistent with current industry engineering and construction standards and practices.

5. **Construction Site Maintenance** - During construction the Property, any Construction Area Easement and any other work within any related easement shall be maintained in a safe and workmanlike manner and shall seek to minimize any aesthetic blight. Any prolonged construction stoppage over thirty days may require additional measures to address the aesthetics of the site until construction resumes. Additionally, during hurricane season the site shall be secured prior to any emergency event to help avoid creating windblown hazards.

6. **Property and Easement Egress/Ingress Access Easement.** The County shall be permitted, through the duration of this agreement and any future amendments, to ingress and egress and utilities on and to the Property and related easements for the purpose of design, construction/installation, upgrading repair, testing, refueling, and maintenance of the Property, Tower, Utilities, Communications equipment and all other related equipment. Access shall be to provide the County's employees and/or agents ingress and egress to the Property and related easements twenty-four hours a day, seven days a week. DWU may provide equal, alternative ingress and egress and utility access for the Property and related easements during emergency situations where access is restricted, during the initial construction period for construction traffic, during special events, and if the other construction at DWU alters the traffic patterns of the property. In furtherance of providing the County with access to the Property and related Easements, there is hereby executed an easement, a copy of which is attached as Exhibit "C" and attached hereto. It is hereby expressly agreed by the parties that the County, its agents, and any sublessees have the right to utilize the County's interest in the easement granted by the DWU.

7. **Temporary Construction Area Easement(s)**. An additional area outside the Property is necessary for the initial construction and any major construction upgrades that may be necessary during the term of this agreement. This may include the staging of vehicles, cranes, tower sections and other related equipment for the Property. DWU hereby grants an initial temporary construction easement to the County for a duration of up to two (2) years, a copy of which is attached hereto as Exhibit "D." DWU agrees to utilize best efforts to work with the County for any future construction area easements necessary to support future construction on the Property to include but not limited to: adding/removing tower equipment including utilities thereto, major tower or utility maintenance, repair and/or replacement, and similar more significant construction on the Property. Temporary future construction easements shall be for the minimum durations necessary and the Parties shall work cooperatively together on these locations.

8. **Approvals/Permitting**. The County with DWU's cooperation if needed, shall obtain all required governmental and quasi-governmental land use, permits, licenses, approvals and authorizations including but not limited to the FAA (which includes military coordination) for height and airspace penetration issues.

9. **Consideration**. The cost of allowing County to place equipment on the Property shall be at no cost. The Parties believe that it is in the public interest for the Parties, local residents, and first responders.

10. **Utilities**. The County will construct at its expense all required electrical, fiber, or other utilities necessary to support equipment on the property. The County shall be fully responsible for all utility usage for the Property. Beyond the initial construction, future utility construction may be necessary to serve the County or future site users.

11. **Subleasing**. The County recognizes that DWU has commercial space it leases on its water tower and that it utilizes a third-party to market such space. While the County tower space will be slightly different in nature than the DWU water tower space and may cater differently to users, the Parties desire to avoid competing directly, and the County wishes to avoid undercutting DWU tower leasing in any way. To that end it is the intent of the Parties to work together and for the County to apply the following protocols for commercial users specific to this tower and this lease:

a. For commercial subleasees/users that come to DWU and that they determine they cannot reasonably accommodate, DWU may refer those to the County in writing (email or other), which shall be deemed as foregoing a "Right of First Refusal"

b. For commercial subleases/users that come to the County, the County shall immediately refer them to DWU as a potential customer in writing (email or other). DWU shall essentially have a "Right of First Refusal" and shall notify the County of its intent with the commercial customer in writing (email or other) within 60 days.

c. For any commercial subleases/users, the County agrees to charge the same rates as DWU for commercial customers plus 10%, provided the DWU rates are provided to the County based on the formularies used by the DWU based on the specific request from the commercial subleases/user. If the commercial sublease/user is proposing different equipment based on a tower versus water tank apparatus the DWU General Manager may approve an alternate DWU rate for the County to use. The 10% above DWU rates shall go to DWU as a payment.

d. For non-commercial subleases/users, the County in its sole discretion has the right to sublease any portion of the tower site to another entity for purposes of use of the tower system, non-exclusively or exclusively. These non-commercial subleases/users may include but shall not be limited to the Okaloosa County, Okaloosa County School District, City of Destin, the Military, State and federal government



agencies, which may or may not pay some rent, at a rate determined by the County. All Sublessee's shall have the rights granted to the County hereunder to use of the Property, ingress, egress, construction and utilities.

12. **Consideration and DWU Tower Usage.** The cost of allowing County to place equipment on the Site and Property shall be at no cost. The Parties believe that the Public Safety Emergency Communication System and other Public Usage is in the public interest and consideration enough for the Parties, local residents, and first responders for use of the Site and Property. However, as additional consideration the County shall permit DWU to install equipment on the Site for DWU's use but not for other commercial purposes. The following shall be permitted on the Site at no cost for use and use for these purposes shall be considered in-kind and shall be considered a sub-leasee:

- a. Cameras overlooking the DWU Campus;
- b. WIFI Hot Spot for the DWU Campus;
- c. DWU radio repeater/receiver for any radio system the DWU utilizes for its employees;
- d. DWU Dish or other receiver for a utility SCADA system or automated read system.

For its usage, the DWU shall be responsible for its own installation, utilities, equipment shelter and maintenance to include equipment removal if no longer operable, unless otherwise agreed to by the County through written agreement. The County shall cooperate with DWU to provide secure access rights to the secure compound to install and thereafter maintain or remove its equipment. Such equipment shall be installed and maintained so as to not interfere or cause damage to any other Site equipment.

13. **End of Easement Remediation** - Within 3 months of the end of the lease period the County shall have the right to remove the tower and all vertical equipment and other physical improvements above the surface of the ground ("Improvements"). Should the County not desire to exercise its right for all or any portion of the Improvements, prior to the end of the Lease Term it shall offer any of the remaining Improvements to the DWU, in writing, as is, and at no cost. If the DWU accepts some or all of the Improvements offered it shall do so in writing within thirty (30) days of the offer from the County. The County shall be fully responsible for removing any and all Improvements, not accepted by the DWU, at its expense. The County shall not be responsible for removing any improvements at or below surface of the ground.

## **General Provisions**

14. **Governing Law & Venue.** This agreement shall be interpreted in accordance with the laws of the State of Florida without regard to its principles of conflicts of laws. Venue for any legal proceedings shall be in the state courts of Okaloosa County, Florida.

15. **Notices.** All notices shall be in writing. Such notices or demands shall be mailed or hand-delivered to the other party at the following address which may be changed in writing from time to time:

**County:**

Okaloosa County BCC  
Attn: County Administrator  
1250 N. Eglin Pkwy Suite 102  
Shalimar, FL 32579

**With a Copies to:**

Nabors, Giblin, & Nickerson, LLC  
Attn: Okaloosa County Attorney  
1250 N. Eglin Pkwy, Suite 102  
Shalimar, FL 32579

Okaloosa County Sheriff's Office  
Attn: Facilities Director  
50 2nd Street  
Shalimar, Florida, 32579

**DWU:**

Destin Water Users, Inc  
Attn: General Manager  
218 Main Street  
Destin, FL 32541

**With a Copies to:**

Anchors Gordon  
Attn: Michelle Anchors, Esquire  
2113 Lewis Turner Blvd, Suite 100  
Ft. Walton Beach, FL 32547-6711

Either party may change the notice designation, at any time, by providing the other party with written notice five (5) days in advance of the change.

16. **Independent Contractor.** The parties to this Agreement shall at all times be acting in the capacity of independent contractor and not as an officer, employee or agent of one another. Neither party or its respective agents, employees, subcontractors or assignees shall represent to others that it has the authority to bind the other party unless specifically authorized in writing to do so.

17. **Insurance.** The County, its contractors/agents, or subleases it's contractors shall provide certificates of insurance to DWU, naming them as additionally insured, for coverage for the minimum insurance coverages required as follows:

- **Commercial General Liability Insurance:** Including Bodily Injury and Property Damage Liability, Independent Contractors Liability, Contractual Liability, Product Liability and Updated 9.2.2021 Completed Operations Liability in an amount not less than \$1,000,000 per occurrence, and \$2,000,000 aggregate.
- **Statutory Workers' Compensation and Employers Liability Coverage:** \$500,000 minimum.
- **Automobile Liability:** Automobile Liability in an amount not less than \$1,000,000 combined single limit, per occurrence for bodily injury and property damage, including owned, hired and non- owned vehicle coverage.

18. **Indemnification.** Unless otherwise stated herein, each party shall be solely responsible for the conduct of its employees and agents in connection with their performance or obligations under this Agreement, and hold the other harmless for any injuries or damages arising hereunder, and shall defend any claims for injuries or damages, even if such claims be groundless or fraudulent, except that liability in such cases shall not exceed the waiver limitations set forth in section 768.28, F.S., as it now exists or as it may be amended.

19. **Sovereign Immunity.** Nothing herein is intended to serve as a waiver of sovereign immunity by either party or of any rights or limits to liability existing under section 768.28, F.S. This section shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

20. **Confidential and Exempt Security and Safety Plan Information.** The parties acknowledge that the plans and information related to the System to be installed are exempt from section 119.07(1), F.S., and section 24(a), Article I of the State Constitution, pursuant to section 119.071(3), F.S. In addition, such System plans and specifications constitute information relating to the security systems for property owned or leased by a political subdivision of the State of Florida and, pursuant to section 281.301(1), F.S., are confidential and exempt from public disclosure.

21. **Third Party Beneficiaries.** It is specifically agreed between the parties executing this AGREEMENT that it is not intended by any of the provisions of any part of this AGREEMENT to create in the public or any member thereof, a third-party beneficiary under this agreement, or to authorize anyone not a party to this AGREEMENT to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this AGREEMENT.

22. **Entire Agreement.** This Agreement contains the entire agreement between the parties and supersedes all prior oral or written agreements. The parties acknowledge that they have not relied upon any statement, representation, prior or contemporaneous written or oral promises, agreements or warranties, except such as are expressed herein. The terms of this AGREEMENT can only be amended in writing upon mutual agreement of the parties and execution of the amendment by both parties.

23. **Conflicting Provisions.** The terms, statements, requirements, or provisions contained in this Amendment shall prevail and be given superior effect and priority over any conflicting or inconsistent terms, statements, requirements or provisions contained in any other document or attachment

24. **Severability.** If any term of this AGREEMENT is deemed, by the court having appropriate jurisdiction, invalid or unenforceable, the remainder of the terms of this AGREEMENT shall remain in full force and effect. This AGREEMENT shall not be more strictly construed against either party hereto by reason of the fact that one party may have drafted or prepared any or all the terms and provisions herein.

25. **Effective Date.** Once executed by both parties this Agreement shall become effective immediately.

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

//////////////////// **Signature Page to Follow** //////////////////////

**DESTIN WATER USERS, INC.**

\_\_\_\_\_  
Lockwood Wernet, General Manager

July 19, 2022  
Date

**ATTEST:**

\_\_\_\_\_

**OKALOOSA COUNTY, FLORIDA:**

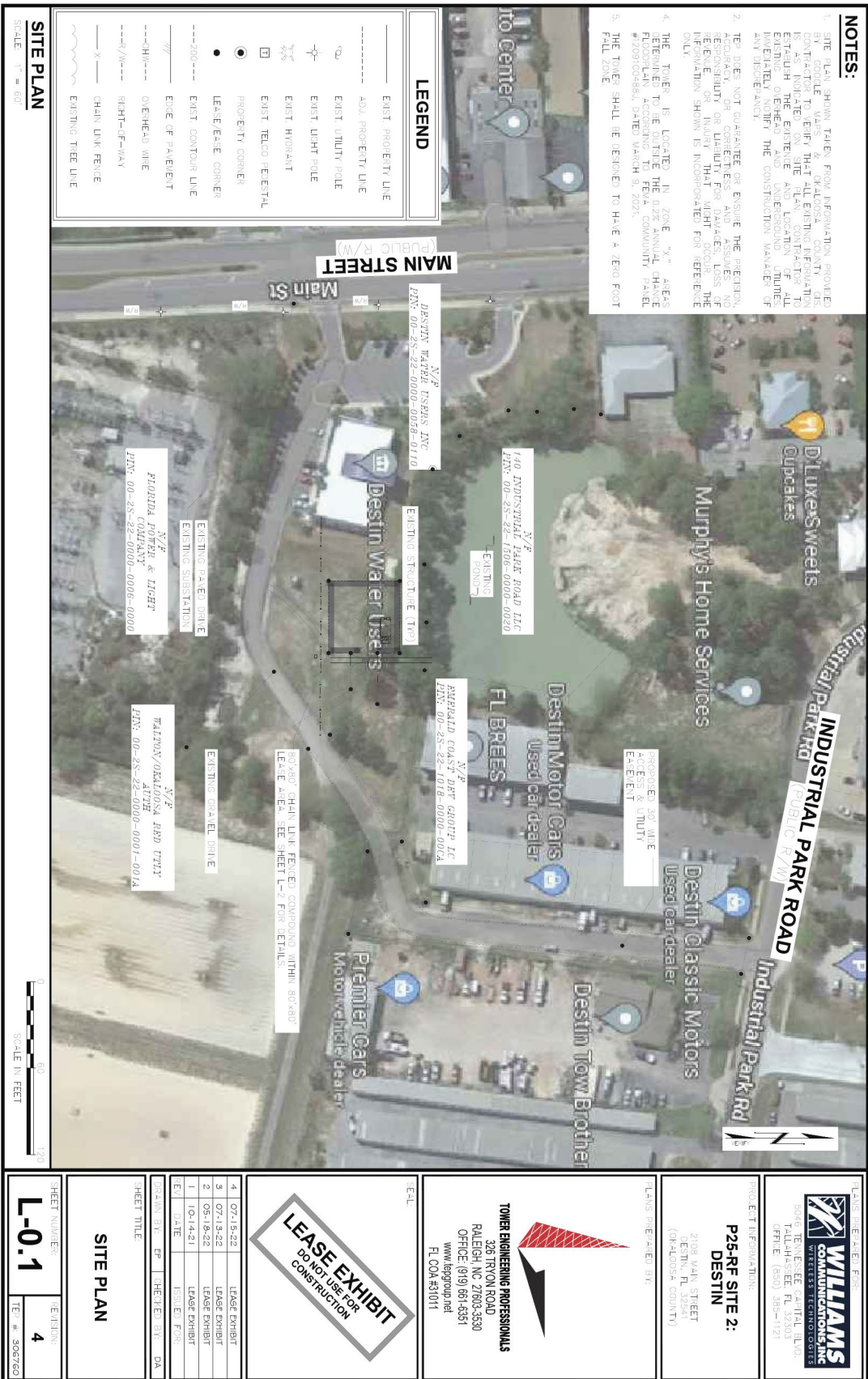
\_\_\_\_\_  
Mel Ponder, Chairman

July 19, 2022  
Date

**ATTEST:**

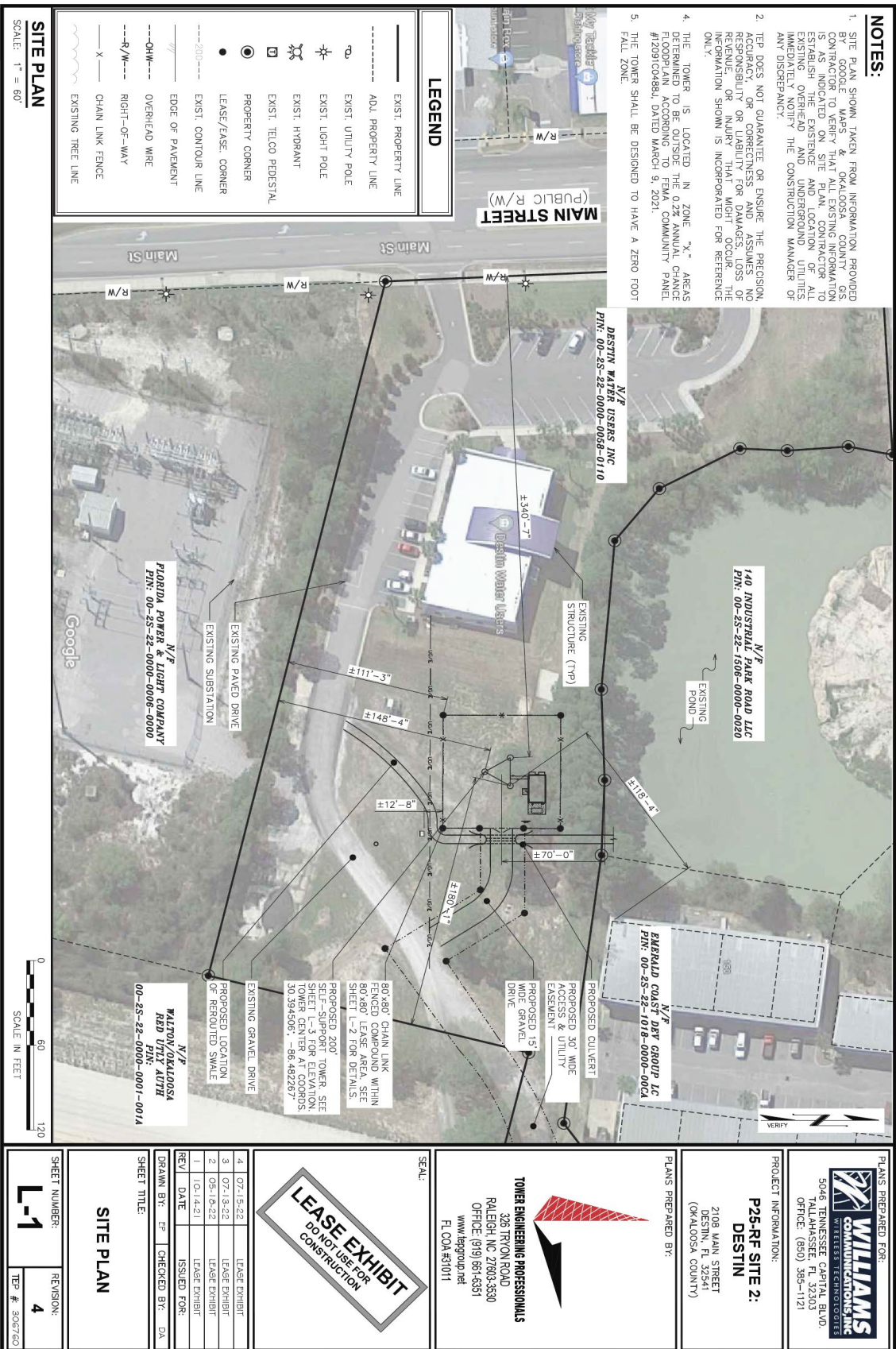
\_\_\_\_\_  
J.D. Peacock, II Clerk

## 8



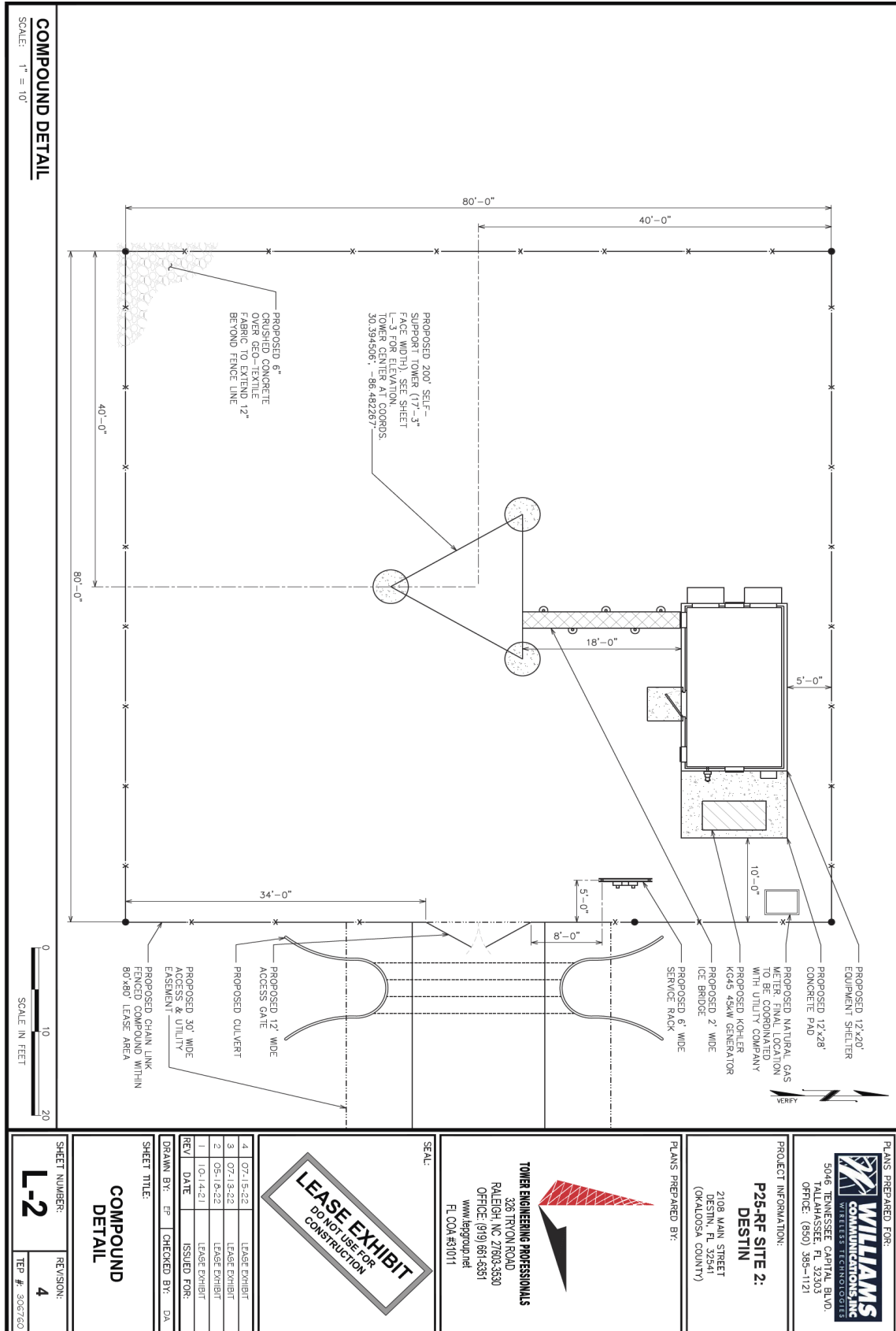


## Tower Location/Site Continued



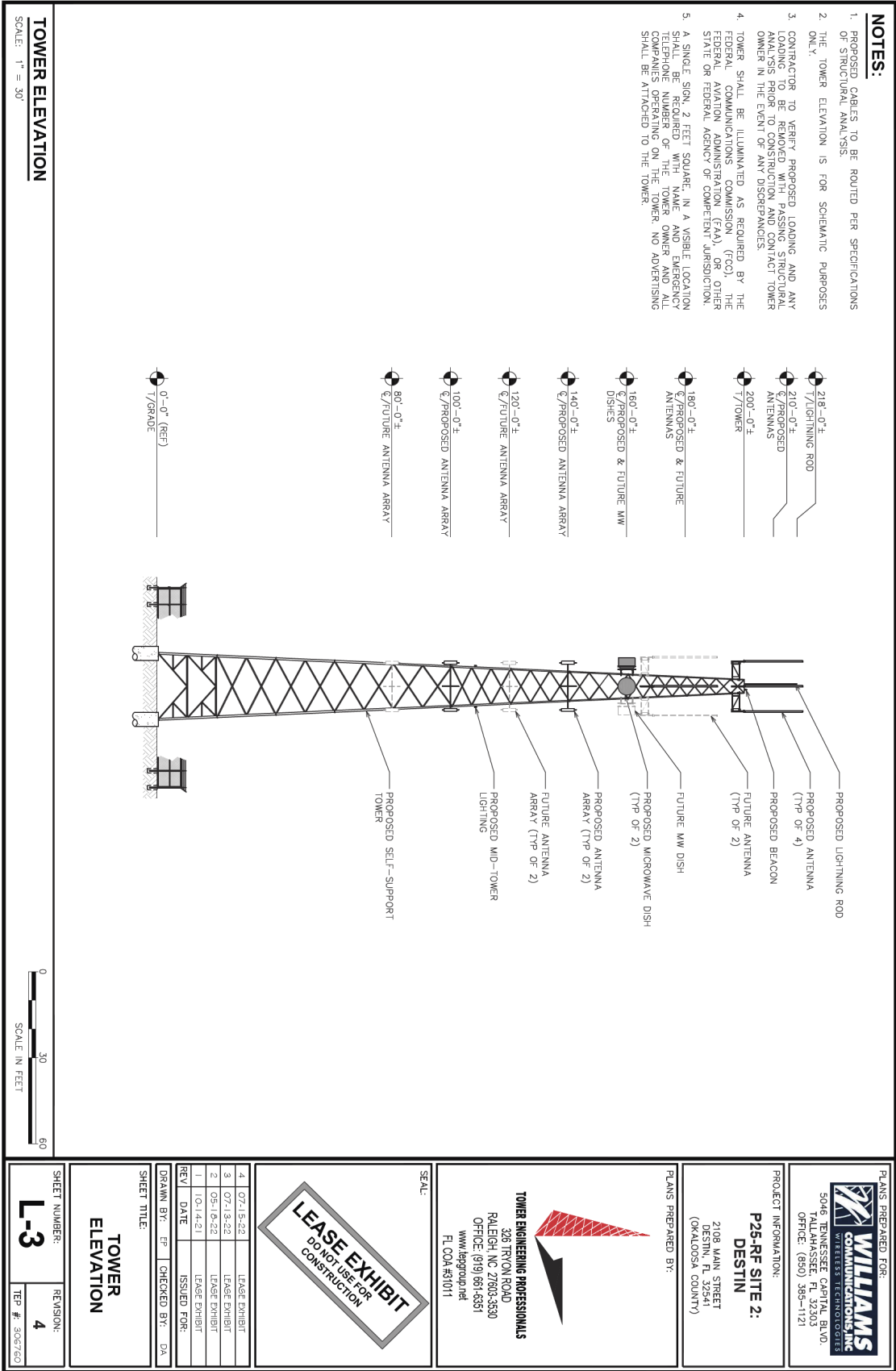
# Exhibit "A"

## Tower Location/Site Continued



# Exhibit "B"

## Radio Tower Design and Description



# **Exhibit “C”**

## **Easement for Ingress and Egress and Utilities**

**Prepared by and return to:**  
Kerry Parsons, Deputy County Attorney  
Nabors, Giblin & Nickerson  
1500 Mahan Dr. Ste. 200  
Tallahassee, FL 32308  
T. (850) 224-4070  
[Kparsons@ngn-tally.com](mailto:Kparsons@ngn-tally.com)

### **EASEMENT**

**THIS EASEMENT** made this 19th day of July, 2022, by and between Destin Water Users, Inc. with a mailing address of P.O. Box 308, Destin, FL 32579, its successors and assigns, hereinafter called “**Grantor**,” and Okaloosa County, whose address is 1250 N. Eglin Parkway, Suite 102, Shalimar, Florida 32579, hereinafter called “**Grantee**”;

### **WITNESSETH:**

That Grantor, for and in consideration of the sum of \$10.00 and other valuable considerations, receipt and sufficiency of which is hereby acknowledged, by these presents does hereby give, grant, bargain and release to the Grantee, a non-exclusive easement for the purpose of utilities, ingress, egress and maintenance of a radio tower and improvements upon, over and through the following described land in Okaloosa County, Florida, described as follows:

As shown on the drawings in Exhibit "A"

This easement shall run with term of this agreement unless mutually terminated in writing at an earlier date.

*(Signatures on following page)*

**IN WITNESS WHEREOF**, Grantor has caused these presents to be executed in its name by its proper officers hereunto duly authorized, on the day, month and year first above written.

**DESTIN WATER USERS, INC.**

\_\_\_\_\_  
Lockwood Wernet, General Manager

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

SWORN TO and subscribed [ ] in person or [ ] online order, this \_\_\_\_\_ day of July , 2022, by Lockwood Wernet\_, who is [ ] personally known to me, or who has [ ] produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Notary Public

[PLACE NOTARIAL SEAL]



## **Exhibit “D” Temporary Construction Easement**

Prepared by and return to:  
Kerry Parsons, Deputy County Attorney  
Nabors, Giblin & Nickerson  
1500 Mahan Dr. Ste. 200  
Tallahassee, FL 32308  
T. (850) 224-4070  
[Kparsons@ngn-tally.com](mailto:Kparsons@ngn-tally.com)

### **TEMPORARY CONSTRUCTION EASEMENT**

**THIS TEMPORARY EASEMENT** made this \_\_\_\_ day of July, 2022, by and between Destin Water Users, Inc. with a mailing address of P.O. Box 308, Destin, FL 32579, its successors and assigns, hereinafter called “**Grantor**,” and Okaloosa County, whose address is 1250 N. Eglin Parkway, Suite 102, Shalimar, Florida 32579, hereinafter called “**Grantee**”;

### **W I T N E S S E T H:**

That Grantor, for and in consideration of the sum of \$10.00 and other valuable considerations, receipt and sufficiency of which is hereby acknowledged, by these presents does hereby give, grant, bargain and release to the Grantee, a temporary construction easement for the purpose of constructing a radio tower and improvements according to the construction plans for said improvements in, upon, over and through the following described land in Okaloosa County, Florida, described as follows:

Shall be the area between the DWU Customer Service Center and the northern Property Line, generally in proximity to the 80ft by 80ft site. However, such construction shall not impact access to onsite utility infrastructure or the access road going near the site (except for temporary durations specifically approval by DWU)

**IT IS UNDERSTOOD** and agreed by the parties hereto that the rights granted herein shall terminate upon completion of the project, but no later than the last day of June, 2024.

*(Signatures on following page)*

**IN WITNESS WHEREOF**, Grantor has caused these presents to be executed in its name by its proper officers hereunto duly authorized, on the day, month and year first above written.

**DESTIN WATER USERS, INC.**

\_\_\_\_\_  
Lockwood Wernet, General Manager

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

SWORN TO and subscribed before me this \_\_\_\_\_ day of July, 2022, by Lockwood Wernet, who is ☐ personally known to me, or who has ☐ produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Notary Public

[PLACE NOTARIAL SEAL]

**OKALOOSA COUNTY:**

Recording Fee: \$ 15.00  
Documentary Stamps: \$ 5,775.00

FILE # 1855980 RCD: Jul 30 2001 @ 01:18PM  
Newman C. Brackin, Clerk, Okaloosa Cnty Fl

**THIS INSTRUMENT PREPARED BY:**

Michelle Anchors, Attorney at Law  
ANCHORS, FOSTER, McINNIS & KEEFE, P.A.  
909 Mar Walt Drive, Suite 1014  
Fort Walton Beach, FL 32547  
Telephone: 850-863-4064  
File No. 01-0188:mm

Deed Doc Stamps \$5,775.00 D.C. C. Roberts

**WARRANTY DEED**

THIS WARRANTY DEED is executed effective the 26<sup>th</sup> day of July, 2001, by CHARLES M. SHACKELFORD, as to his separate and non-homestead property, whose address for purposes hereof is 601 Lagoon Drive, Destin, Florida 32541-3133, (hereinafter collectively referred to as "Grantor"), to DESTIN WATER USERS, INC., a Florida corporation, whose address for purposes hereof is Post Office Box 308, Destin, Florida 32540 (hereinafter collectively referred to as "Grantee"):

**WITNESSETH:**

That the Grantor, for and in consideration of the sum of TEN DOLLARS (\$10.00) and other good and valuable consideration, receipt whereof is hereby acknowledged, hereby grants and conveys to Grantee that certain real property more particularly described as follows:

PARCEL IDENTIFICATION NO.: 00-2S-22-0000-0058-0000  
SEE EXHIBIT "A" - LEGAL DESCRIPTION, attached hereto and by reference made a part hereof.

THIS IS NOT THE GRANTOR'S HOMESTEAD PROPERTY.

SUBJECT to any and all covenants, restrictions, easements, reservations and other matters of record which are not hereby reimposed.

TOGETHER with all the estate and rights of Grantor in such real property.

TO HAVE AND TO HOLD, the same in fee simple forever.

AND Grantor hereby covenants with Grantee that Grantor is lawfully seized of said land in fee simple; that Grantor has good right and lawful authority to sell and convey said land; that Grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except as otherwise stated herein and except taxes accruing subsequent to December 31, 2000.

IN WITNESS WHEREOF, the Grantor has signed and sealed these presents effective the day and year first above written.

Signed, sealed and delivered in our presence of:

Michelle Anchor Charles M. Shackelford  
Witness No. 1 (Signature Above Line) CHARLES M. SHACKELFORD  
Print Name: Michelle Anchor

Richard F. Griswold  
Witness No. 2 (Signature Above Line)  
Print Name: RICHARD F. GRISWOLD

**NOTARY ACKNOWLEDGEMENT**

STATE OF FLORIDA )

COUNTY OF OKALOOSA )

The foregoing instrument was acknowledged before me this 26<sup>th</sup> day of July, 2001, by  
**CHARLES M. SHACKELFORD,**

(Notary: Select One Of the Following):

☒ who is personally known to me ; or  
☐ who has produced \_\_\_\_\_ as identification  
and who did not take an oath.



Marian K. McBryde  
Notary Public  
My Commission Expires:

**Exhibit "A"**

**LEGAL DESCRIPTION:**

COMMENCE AT THE SOUTHEAST CORNER OF BLOCK 1A, KELLY HOMES SUBDIVISION, AS RECORDED IN PLAT BOOK 3, PAGE 32, OF THE PUBLIC RECORDS OF OKALOOSA COUNTY, FLORIDA, THENCE N86°32'30"E, A DISTANCE OF 49.89 FEET TO THE CENTERLINE OF MAIN STREET; THENCE S 3°32'00"E ALONG SAID CENTERLINE, A DISTANCE OF 1045.23 FEET; THENCE DEPARTING SAID CENTERLINE, S76°46'24"E, A DISTANCE OF 52.22 FEET TO THE EAST RIGHT OF WAY LINE OF THE AFORESAID MAIN STREET AND THE POINT OF BEGINNING OF THE PARCEL OF LAND HEREIN DESCRIBED; THENCE N3°32'00"W ALONG SAID EAST RIGHT OF WAY LINE, A DISTANCE OF 324.56 FEET; THENCE DEPARTING SAID EAST RIGHT OF WAY LINE, N86° 25'35"E, A DISTANCE OF 139 FEET, MORE OR LESS TO THE TOP OF BANK OF A FRESHWATER POND; THENCE SOUTHERLY, SOUTHEASTERLY, AND EASTERLY ALONG SAID TOP OF BANK A DISTANCE OF 455 FEET, MORE OR LESS; THENCE DEPARTING SAID TOP OF BANK, S83°12'06"E, A DISTANCE OF 207 FEET MORE OR LESS; THENCE N51°45'30"E, A DISTANCE OF 28.28 FEET; THENCE S6°59'10"W, A DISTANCE OF 57.81 FEET; THENCE N76°36'35"W, A DISTANCE OF 69.21 FEET; THENCE S13°09'02"W, A DISTANCE OF 214.96 FEET; THENCE N76°46'24"W, A DISTANCE OF 511.31 FEET TO THE POINT OF BEGINNING.  
SAID PARCEL CONTAINS 3.10 ACRES, MORE OR LESS.



**\*\* OFFICIAL RECORDS \*\***  
BK 2317 PG 263

**OKALOOSA COUNTY:**

Recording Fee: \$ 15.00  
Documentary Stamps: \$ .70

FILE # 1868653 RCD: Sep 24 2001 @ 01:30PM  
Newman C. Brackin, Clerk, Okaloosa Cnty Fl

**THIS INSTRUMENT PREPARED BY:**

Michelle Anchors, Attorney at Law  
ANCHORS, FOSTER, McINNIS & KEEFE, P.A.  
909 Mar Walt Drive, Suite 1014  
Fort Walton Beach, FL 32547  
Telephone: 850-863-4064  
File No. 01-0188:mm

Deed Doc Stamps

\$ .70 D.C. C Roberts

**THIS CORRECTIVE WARRANTY DEED IS BEING EXECUTED AND RECORDED TO CORRECT THE LEGAL DESCRIPTION ATTACHED TO THAT CERTAIN WARRANTY DEED, DATED JULY 26, 2001, RECORDED JULY 30, 2001, IN OFFICIAL RECORDS BOOK 2307, AT PAGE 2603, OF THE PUBLIC RECORDS OF OKALOOSA COUNTY, FLORIDA.**

**CORRECTIVE WARRANTY DEED**

**THIS WARRANTY DEED** is made effective the 19<sup>th</sup> day of September, 2001, by **CHARLES M. SHACKELFORD**, as to his separate and non-homestead property, whose address for purposes hereof is 601 Lagoon Drive, Destin, Florida 32541-3133, (hereinafter collectively referred to as "Grantor"), to **DESTIN WATER USERS, INC., a Florida corporation**, whose address for purposes hereof is Post Office Box 308, Destin, Florida 32540 (hereinafter collectively referred to as "Grantee");

**WITNESSETH:**

That the Grantor, for and in consideration of the sum of TEN DOLLARS (\$10.00) and other good and valuable consideration, receipt whereof is hereby acknowledged, hereby grants and conveys to Grantee that certain real property more particularly described as follows:

PARCEL IDENTIFICATION NO.: 00-2S-22-0000-0058-0000 (PARENT PARCEL)  
SEE EXHIBIT "A" - LEGAL DESCRIPTION, attached hereto and by reference made a part hereof.

**THIS IS NOT THE GRANTOR'S HOMESTEAD PROPERTY.**

SUBJECT to any and all covenants, restrictions, easements, reservations and other matters of record which are not hereby reimposed.

TOGETHER with all the estate and rights of Grantor in such real property.

TO HAVE AND TO HOLD, the same in fee simple forever.

AND Grantor hereby covenants with Grantee that Grantor is lawfully seized of said land in fee simple; that Grantor has good right and lawful authority to sell and convey said land; that Grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except as otherwise stated herein and except taxes accruing subsequent to December 31, 2000.

IN WITNESS WHEREOF, the Grantor has signed and sealed these presents effective the day and year first above written.

Signed, sealed and delivered in our presence of:

*Sandra A. Allen*  
Witness No. 1 (Signature Above Line)  
Print Name: Sandra A. Allen

*Charles M. Shackelford*  
CHARLES M. SHACKELFORD

*Marian McBryde*  
Witness No. 2 (Signature Above Line)  
Print Name: Marian McBryde

**NOTARY ACKNOWLEDGEMENT**

STATE OF FLORIDA )

COUNTY OF OKALOOSA )

The foregoing instrument was acknowledged before me this 19th day of September, 2001, by **CHARLES M. SHACKELFORD**,

(Notary: Select One Of the Following):

       who is personally known to me ; or  
  x   who has produced FLDL as identification  
and who did not take an oath.

*Sandra A. Allen*  
Notary Public  
My Commission Expires:

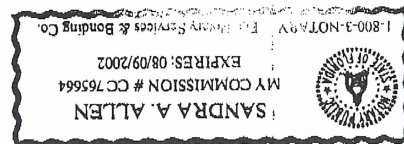


EXHIBIT "A"  
LEGAL DESCRIPTION

COMMENCE AT THE SOUTHEAST CORNER OF BLOCK 1A, KELLY HOMES SUBDIVISION, AS RECORDED IN PLAT BOOK 3, PAGE 32, OF THE PUBLIC RECORDS OF OKALOOSA COUNTY, FLORIDA, THENCE N86°32'30"E, A DISTANCE OF 49.89 FEET TO THE CENTERLINE OF MAIN STREET; THENCE S 3°32'00"E ALONG SAID CENTERLINE, A DISTANCE OF 1045.23 FEET; THENCE DEPARTING SAID CENTERLINE, S76°46'24"E, A DISTANCE OF 52.22 FEET TO THE EAST RIGHT OF WAY LINE OF THE AFORESAID MAIN STREET AND THE POINT OF BEGINNING OF THE PARCEL OF LAND HEREIN DESCRIBED; THENCE N3°32'00"W ALONG SAID EAST RIGHT OF WAY LINE, A DISTANCE OF 324.56 FEET; THENCE DEPARTING SAID EAST RIGHT OF WAY LINE, N86° 25'35"E, A DISTANCE OF 139 FEET, MORE OR LESS TO THE TOP OF BANK OF A FRESHWATER POND; THENCE SOUTHERLY, SOUTHEASTERLY, AND EASTERLY ALONG SAID TOP OF BANK A DISTANCE OF 455 FEET, MORE OR LESS; THENCE DEPARTING SAID TOP OF BANK, S83°12'06"E, A DISTANCE OF 207 FEET MORE OR LESS; THENCE N51°48'30"E, A DISTANCE OF 28.26 FEET; THENCE S6°59'10"W, A DISTANCE OF 57.81 FEET; THENCE N76°38'35"W, A DISTANCE OF 69.21 FEET; THENCE S13°09'02"W, A DISTANCE OF 214.96 FEET; THENCE N76°46'24"W, A DISTANCE OF 511.31 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH EASEMENT

COMMENCING AT THE P.I. OF CURVE BEING THE SOUTHEAST CORNER OF LOT 2, BLOCK A, KELLY HOMES SUBDIVISION, PLAT BOOK 3, PAGE 32, OKALOOSA COUNTY, FLORIDA, PROCEED NORTH 03 DEGREES 32' 00" WEST 1265.54 FEET ALONG WEST RIGHT OF WAY OF MAIN STREET TO THE SOUTHEAST CORNER OF BLOCK 1-A, KELLY HOMES SUBDIVISION, THENCE NORTH 86 DEGREES 32'30" EAST 49.89 FEET TO THE CENTERLINE OF MAIN STREET; THENCE SOUTH 03 DEGREES 32'00" EAST 31.88 FEET ALONG CENTERLINE, THENCE SOUTH 83 DEGREES 14'30" EAST 406.00 FEET ALONG CENTERLINE OF AIRPORT ROAD, THENCE SOUTH 03 DEGREES 32'00" EAST 377.00 FEET ALONG CENTERLINE AND TANGENT OF INDUSTRIAL PARK ROAD (66' RIGHT OF WAY) TO POINT OF INTERSECTION TO CENTERLINE (P.I.), THENCE SOUTH 79 DEGREES 54' 31" EAST 628.39 FEET ALONG TANGENT AND CENTERLINE TO P.I., THENCE SOUTH 08 DEGREES 25'29" WEST 33.01 FEET TO PI OF SOUTH RIGHT OF WAY, THENCE NORTH 79 DEGREES 54'31" WEST 218.71 FEET ALONG RIGHT OF WAY TO POINT OF BEGINNING THENCE SOUTH 06 DEGREES 45'30" WEST 417.22 FEET, THENCE NORTH 76 DEGREES 45' 35" WEST 50.24 FEET, THENCE NORTH 06 DEGREES 45'30" EAST 414.45 FEET TO INDUSTRIAL PARK ROAD, THENCE SOUTH 79 DEGREES 54' 31" EAST 50.00 FEET TO POINT OF BEGINNING.



**OKALOOSA COUNTY:**

**Recording fee: \$15.00**  
**Documentary Stamps: \$.70**

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**THIS INSTRUMENT PREPARED BY:**

**Michelle Anchors, Attorney at Law**  
**ANCHORS, FOSTER, MCINNIS & KEEFE, P.A.**  
**909 Mar Walt Dr., Suite 1014**  
**Fort Walton Beach, FL 32547**  
**Telephone: 850-863-4064**

THIS CORRECTIVE WARRANTY DEED IS BEING EXECUTED AND RECORDED TO  
CORRECT THE LEGAL DESCRIPTION ATTACHED TO THAT CERTAIN CORRECTIVE  
WARRANTY DEED, DATED SEPTEMBER 19, 2001, RECORDED SEPTEMBER 24, 2001,  
AT OFFICIAL RECORDS BOOK 2317, PAGE 263, OF THE PUBLIC RECORDS OF  
OKALOOSA COUNTY, FLORIDA.

**CORRECTIVE WARRANTY DEED**

**THIS WARRANTY DEED** is made effective the 9<sup>th</sup> day of ~~April~~ <sup>June</sup>, 2005, by  
**CHARLES M. SHACKELFORD**, as to his separate and non-homestead property, whose  
address for purposes hereof is 601 Lagoon Drive, Destin, Florida 32541-3133 (hereinafter  
collectively to as "Grantor"), to **DESTIN WATER USERS, INC., a Florida corporation**,  
whose address for purposes hereof is Post Office Box 308, Destin, Florida 32540 (hereinafter  
collectively referred to as "Grantee"):

**W I T N E S S E T H:**

That the Grantor, for and in consideration of the sum of TEN DOLLARS (\$10.00) and  
other good and valuable consideration, receipt whereof is hereby acknowledged, hereby grants  
and conveys to Grantee that certain real property more particularly described as follows:

**PARCEL IDENTIFICATION NO.: 00-2S-22-0000-0058-0000 (PARENT PARCEL)**  
See Exhibit "A", the legal description, attached hereto and by reference made a part  
hereof.

**THIS IS NOT GRANTOR'S HOMESTEAD PROPERTY.**

**SUBJECT** to any and all covenants, restrictions, easements, reservations and other  
matters of record which are not hereby reimposed.

**TOGETHER** with all the estate and rights of Grantor in such real property.

**TO HAVE AND TO HOLD**, the same in fee simple forever.

# EXHIBIT "A" LEGAL DESCRIPTION

COMMENCE AT THE SOUTHEAST CORNER OF BLOCK 1A, KELLY HOMES SUBDIVISION, AS RECORDED IN PLAT BOOK 3, PAGE 32, OF THE PUBLIC RECORDS OF OKALOOSA COUNTY, FLORIDA, THENCE N88°32'30"E, A DISTANCE OF 49.89 FEET TO THE CENTERLINE OF MAIN STREET; THENCE S 3°32'00"E ALONG SAID CENTERLINE, A DISTANCE OF 1045.23 FEET; THENCE DEPARTING SAID CENTERLINE, S76°46'24"E, A DISTANCE OF 52.22 FEET TO THE EAST RIGHT OF WAY LINE OF THE AFORESAID MAIN STREET AND THE POINT OF BEGINNING OF THE PARCEL OF LAND HEREIN DESCRIBED; THENCE N3°32'00"W ALONG SAID EAST RIGHT OF WAY LINE, A DISTANCE OF 324.56 FEET; THENCE DEPARTING SAID EAST RIGHT OF WAY LINE, N86°25'35"E, A DISTANCE OF 139 FEET, MORE OR LESS TO THE TOP OF BANK OF A FRESHWATER POND; THENCE SOUTHERLY, SOUTHEASTERLY, AND EASTERLY ALONG SAID TOP OF BANK A DISTANCE OF 455 FEET, MORE OR LESS; THENCE DEPARTING SAID TOP OF BANK, S83°12'05"E, A DISTANCE OF 207 FEET MORE OR LESS; THENCE N51°45'30"E, A DISTANCE OF 28.28 FEET; THENCE S6°39'10"W, A DISTANCE OF 97.81 FEET; THENCE N76°38'35"W, A DISTANCE OF 69.21 FEET; THENCE S13°09'02"W, A DISTANCE OF 214.96 FEET; THENCE N76°46'24"W, A DISTANCE OF 511.31 FEET TO THE POINT OF BEGINNING.

Together with a 50 ft. wide strip of land extending from the northerly boundary of the Destin Water Users, Inc. property as described in Book 1500, Page 334, of the records of Okaloosa County to the southerly right of way line of Industrial Park road and bounded on the west by Emerald Coast Industrial Park as described in Plat Book 19, pages 13-14 of the records of Okaloosa County, containing approximately 0.47 acres of land and more fully described as follows:

COMMENCING AT THE P.I. OF CURVE BEING THE SOUTHEAST CORNER OF LOT 2, BLOCK A, KELLY HOMES SUBDIVISION, PLAT BOOK 3, PAGE 32, OKALOOSA COUNTY, FLORIDA, PROCEED NORTH 03 DEGREES 32'00" WEST 1265.54 FEET ALONG WEST RIGHT OF WAY OF MAIN STREET TO THE SOUTHEAST CORNER OF BLOCK 1-A, KELLY HOMES SUBDIVISION, THENCE NORTH 86 DEGREES 32'30" EAST 49.89 FEET TO THE CENTERLINE OF MAIN STREET; THENCE SOUTH 03 DEGREES 32'00" EAST 31.88 FEET ALONG CENTERLINE, THENCE SOUTH 83 DEGREES 14'30" EAST 406.00 FEET ALONG CENTERLINE OF AIRPORT ROAD, THENCE SOUTH 03 DEGREES 32'00" EAST 377.00 FEET ALONG CENTERLINE AND TANGENT OF INDUSTRIAL PARK ROAD (66' RIGHT OF WAY) TO POINT OF INTERSECTION TO CENTERLINE (P.I.), THENCE SOUTH 79 DEGREES 54'31" EAST 628.39 FEET ALONG TANGENT AND CENTERLINE TO P.I., THENCE SOUTH 08 DEGREES 25'29" WEST 33.01 FEET TO PI OF SOUTH RIGHT OF WAY, THENCE NORTH 79 DEGREES 54'31" WEST 218.71 FEET ALONG RIGHT OF WAY TO POINT OF BEGINNING THENCE SOUTH 06 DEGREES 45'30" WEST 417.22 FEET, THENCE NORTH 76 DEGREES 45'35" WEST 50.24 FEET, THENCE NORTH 06 DEGREES 45'30" EAST 414.45 FEET TO INDUSTRIAL PARK ROAD, THENCE SOUTH 79 DEGREES 54'31" EAST 50.00 FEET TO POINT OF BEGINNING.

The total acreage of all land being approximately 3.57 acres.



AND Grantor hereby covenants with Grantee that Grantor is lawfully seized of said land in fee simple; that Grantor has good right and lawful authority to sell and convey said land; that Grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except as otherwise stated herein and except taxes accruing subsequent to December 31, 2000.

IN WITNESS WHEREOF, the Grantor has signed and sealed these presents effective the day and year first written above written.

Signed, sealed and delivered in our presence of:

Carol A. Klausutis

Witness No. 1 (Signature Above Line)

Print Name: CAROL A. KLAUSUTIS

Charles M. Shackelford

CHARLES M. SHACKELFORD

Richard F. Geiswold

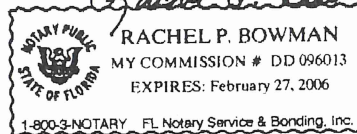
Witness No. 2 (Signature Above Line)

Print Name: RICHARD F. GEISWOLD

NOTARY ACKNOWLEDGMENT

STATE OF FLORIDA )

COUNTY OF OKALOOSA )



The foregoing instrument was acknowledged before me this 9<sup>th</sup> day of JUNE, 2005, by **CHARLES M. SHACKELFORD,**

(Notary: Select one of the following)

☒ who is personally known to me; or

NA who has produced \_\_\_\_\_ as identification and who did not take an oath.



ISO 9001:2015 CERTIFIED

ENGINEERS • PLANNERS • SCIENTISTS • CONSTRUCTION MANAGERS

4505 Falls of Neuse Rd., Suite 400 • Raleigh, NC 27609 • Phone 919-783-9214 • Fax 919-783-9266

March 2, 2023

Cristina Girardi  
Williams Communications  
5046 Tennessee Capital Blvd.  
Tallahassee, FL 32303

**RE: Tower 0-ft Fall Radius  
Destin, Okaloosa County, Florida**

Dear Ms. Girardi,

KCI Technologies, Inc. has reviewed and ensured that the tower will be in compliance with the 0-ft fall zone radius for Okaloosa County. The tower has been designed to comply with TIA-222-H and the 2020 Florida Building Code. The tower design incorporates a section within the upper 2/3 of the tower to be the highest capacity. Therefore, under the TIA design criteria, if the design limits are exceeded, the tower member with the highest capacity will lead to failure at that particular section of the tower.

This tower has been designed with the diagonal bolts at 94.3% capacity at the 140-ft elevation of the 200-ft tall tower, which is the highest capacity member. The bolts will fail in shear and will cause the tower to “fold over” and reduce the wind load in the remainder of the tower. This will allow the tower to remain within the desired fall radius per the zoning criteria.

Please note that this assumes that the steel members and bolts have meet the AISC standards, the tower has been properly fabricated and installed and that the loading on the tower is identical to the loading the tower was designed for. Any deviations may result in a failure mechanism different from that which was designed.

If you have any questions or concerns, please contact the undersigned at (919) 278-2478.

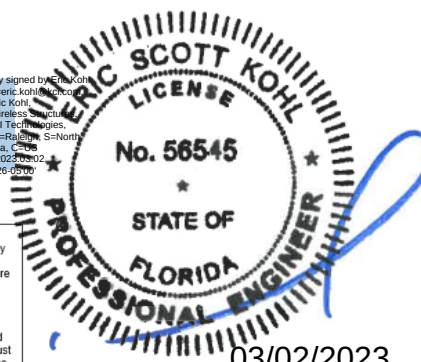
Sincerely,

Eric Kohl, P.E.  
Senior Associate / Practice Leader

Eric Kohl

Digitally signed by Eric Kohl  
DN: E=eric.kohl@kci.com,  
CN=Eric Kohl  
OU=KCI Technologies,  
Inc., L=Raleigh, S=North  
Carolina, C=US  
Date: 2023.03.02  
18:13:26 -0500

This document has been electronically signed and sealed by Eric S. Kohl, PE (#56545) on the date shown using a digital signature in accordance with F.A.C.61G15-23.004, with a digital certificate issued by Entrust, Inc. Printed copies of this document are not considered signed and sealed and the SHA-1 authentication code must be verified on any electronic copies.



03/02/2023



Mail Processing Center  
Federal Aviation Administration  
Southwest Regional Office  
Obstruction Evaluation Group  
10101 Hillwood Parkway  
Fort Worth, TX 76177

Aeronautical Study No.  
2022-ASO-39598-OE

Issued Date: 02/16/2023

Zan Fedorak  
Okaloosa County  
1759 S Ferdon Blvd  
Crestview, FL 32536

**\*\* DETERMINATION OF NO HAZARD TO AIR NAVIGATION \*\***

The Federal Aviation Administration has conducted an aeronautical study under the provisions of 49 U.S.C., Section 44718 and if applicable Title 14 of the Code of Federal Regulations, part 77, concerning:

|            |                                      |
|------------|--------------------------------------|
| Structure: | Antenna Tower Destin                 |
| Location:  | Destin, FL                           |
| Latitude:  | 30-23-40.20N NAD 83                  |
| Longitude: | 86-28-56.10W                         |
| Heights:   | 16 feet site elevation (SE)          |
|            | 223 feet above ground level (AGL)    |
|            | 239 feet above mean sea level (AMSL) |

This aeronautical study revealed that the structure would have no substantial adverse effect on the safe and efficient utilization of the navigable airspace by aircraft or on the operation of air navigation facilities. Therefore, pursuant to the authority delegated to me, it is hereby determined that the structure would not be a hazard to air navigation provided the following condition(s) is(are) met:

As a condition to this Determination, the structure is to be marked/lighted in accordance with FAA Advisory circular 70/7460-1 M, Obstruction Marking and Lighting, a med-dual system-Chapters 4,8(M-Dual),&15.

Any failure or malfunction that lasts more than thirty (30) minutes and affects a top light or flashing obstruction light, regardless of its position, should be reported immediately to (877) 487-6867 so a Notice to Airmen (NOTAM) can be issued. As soon as the normal operation is restored, notify the same number.

It is required that FAA Form 7460-2, Notice of Actual Construction or Alteration, be e-filed any time the project is abandoned or:

☐ At least 10 days prior to start of construction (7460-2, Part 1)  
☒ Within 5 days after the construction reaches its greatest height (7460-2, Part 2)

See attachment for additional condition(s) or information.

This determination expires on 08/16/2024 unless:

- (a) the construction is started (not necessarily completed) and FAA Form 7460-2, Notice of Actual Construction or Alteration, is received by this office.
- (b) extended, revised, or terminated by the issuing office.
- (c) the construction is subject to the licensing authority of the Federal Communications Commission (FCC) and an application for a construction permit has been filed, as required by the FCC, within 6 months of the date of this determination. In such case, the determination expires on the date prescribed by the FCC for completion of construction, or the date the FCC denies the application.

NOTE: REQUEST FOR EXTENSION OF THE EFFECTIVE PERIOD OF THIS DETERMINATION MUST BE E-FILED AT LEAST 15 DAYS PRIOR TO THE EXPIRATION DATE. AFTER RE-EVALUATION OF CURRENT OPERATIONS IN THE AREA OF THE STRUCTURE TO DETERMINE THAT NO SIGNIFICANT AERONAUTICAL CHANGES HAVE OCCURRED, YOUR DETERMINATION MAY BE ELIGIBLE FOR ONE EXTENSION OF THE EFFECTIVE PERIOD.

This determination is subject to review if an interested party files a petition that is received by the FAA on or before March 18, 2023. In the event an interested party files a petition for review, it must contain a full statement of the basis upon which the petition is made. Petitions can be submitted to the Manager of the Rules and Regulations Group via e-mail at [OEPetitions@faa.gov](mailto:OEPetitions@faa.gov), via mail to Federal Aviation Administration, Air Traffic Organization, Rules and Regulations Group, Room 425, 800 Independence Ave, SW, Washington, DC 20591, or via facsimile (202) 267-9328. FAA encourages the use of email to ensure timely processing.

This determination becomes final on March 28, 2023 unless a petition is timely filed. In which case, this determination will not become final pending disposition of the petition. Interested parties will be notified of the grant of any review. For any questions regarding your petition, please contact Rules and Regulations Group via telephone – 202-267-8783.

This determination is based, in part, on the foregoing description which includes specific coordinates, heights, frequency(ies) and power. Any changes in coordinates, heights and frequencies or use of greater power, except those frequencies specified in the Colo Void Clause Coalition; Antenna System Co-Location; Voluntary Best Practices, effective 21 Nov 2007, will void this determination. Any future construction or alteration, including increase to heights, power or the addition of other transmitters, requires separate notice to the FAA. This determination includes all previously filed frequencies and power for this structure.

If construction or alteration is dismantled or destroyed, you must submit notice to the FAA within 5 days after the construction or alteration is dismantled or destroyed.

This determination does include temporary construction equipment such as cranes, derricks, etc., which may be used during actual construction of the structure. However, this equipment shall not exceed the overall heights as indicated above. Equipment which has a height greater than the studied structure requires separate notice to the FAA.

This determination concerns the effect of this structure on the safe and efficient use of navigable airspace by aircraft and does not relieve the sponsor of compliance responsibilities relating to any law, ordinance, or regulation of any Federal, State, or local government body.

This aeronautical study considered and analyzed the impact on existing and proposed arrival, departure, and en route procedures for aircraft operating under both visual flight rules and instrument flight rules; the impact on all existing and planned public-use airports, military airports and aeronautical facilities; and the cumulative impact resulting from the studied structure when combined with the impact of other existing or proposed

structures. The study disclosed that the described structure would have no substantial adverse effect on air navigation.

An account of the study findings, aeronautical objections received by the FAA during the study (if any), and the basis for the FAA's decision in this matter can be found on the following page(s).

A copy of this determination will be forwarded to the Federal Communications Commission (FCC) because the structure is subject to their licensing authority.

If we can be of further assistance, please contact Michael Blaich, at (404) 305-6462, or [mike.blaich@faa.gov](mailto:mike.blaich@faa.gov). On any future correspondence concerning this matter, please refer to Aeronautical Study Number 2022-ASO-39598-OE.

**Signature Control No: 558528300-573054909**

( DNH )

Mike Helvey

Manager, Obstruction Evaluation Group

Attachment(s)

Additional Information

Frequency Data

Map(s)

cc: FCC



## **Additional information for ASN 2022-ASO-39598-OE**

DTS = Destin Executive Airport  
AGL = Above Ground Level  
AMSL = Above Mean Sea Level  
NM = Nautical Miles  
ARP = Airport Reference Point  
ASN = Aeronautical Study Number  
RWY = Runway

The proposed antenna tower at a height of 223 feet AGL, 239 feet AMSL.

The antenna tower would be located 3,922 feet from RWY 14 and approximately 0.65 NM southwest of the DTS ARP, Destin, FL.

The proposal would exceed the Obstruction Standards of Title 14, Code of Federal Regulations (14 CFR), Part 77 as follows:

Section 77.17 (a) (2) DTS: A height that is 200 feet AGL, or above the established airport elevation, whichever is higher, within 3 nautical miles of the established reference point of an airport, excluding heliports, with its longest runway more than 3,200 feet in actual length, and that height increases in the proportion of 100 feet for each additional nautical mile from the airport up to a maximum of 499 feet. The proposal exceeds by 17 feet.

Section 77.19 (a) DTS: A Horizontal plane 150 feet above the established airport elevation, the perimeter of which is constructed by swinging arcs of a specified radii from the center of each end of the primary surface of each runway of each airport and connecting the adjacent arcs by lines tangent to those arcs. The proposal exceeds the Horizontal Surface by 67 feet.

Part 77 Obstruction Standards are used to screen the many proposals submitted in order to identify those which warrant further aeronautical study in order to determine if they would have significant adverse effect on protected aeronautical operations. While the obstruction standards may trigger further study, that may include circularization to the aeronautical public, they do not constitute absolute or arbitrary criteria for identification of hazards to air navigation. Accordingly, the fact that a proposed structure exceeds an obstruction standard of Part 77 does not provide a basis for a determination that the structure would be a hazard to air navigation.

Details of the structure were circularized to the aeronautical public for comment. No letters of objection were received during the comment period.

### **AERONAUTICAL STUDY FOR POSSIBLE INSTRUMENT FLIGHT RULES (IFR) EFFECT DISCLOSED THE FOLLOWING:**

- > The proposed structure would have no effect on any existing or proposed IFR en route routes, operations, or procedures.
- > The proposed structure would have no effect on any existing or proposed IFR minimum flight altitudes.

### **AERONAUTICAL STUDY FOR POSSIBLE VISUAL FLIGHT RULES (VFR) EFFECT DISCLOSED THE FOLLOWING:**

- > The proposed structure would have no effect on any existing or proposed VFR arrival or departure routes, operations or procedures.
- > The proposed structure would not conflict with airspace required to conduct normal VFR traffic pattern operations at any known public use or military airports.
- > The proposed structure would not penetrate those altitudes that are normally considered available to airmen for VFR en route flight.
- > The proposed structure will be appropriately obstruction marked and lighted to make it more conspicuous to airmen.

The proposed structures' proximity to the airport was considered and found to be acceptable.

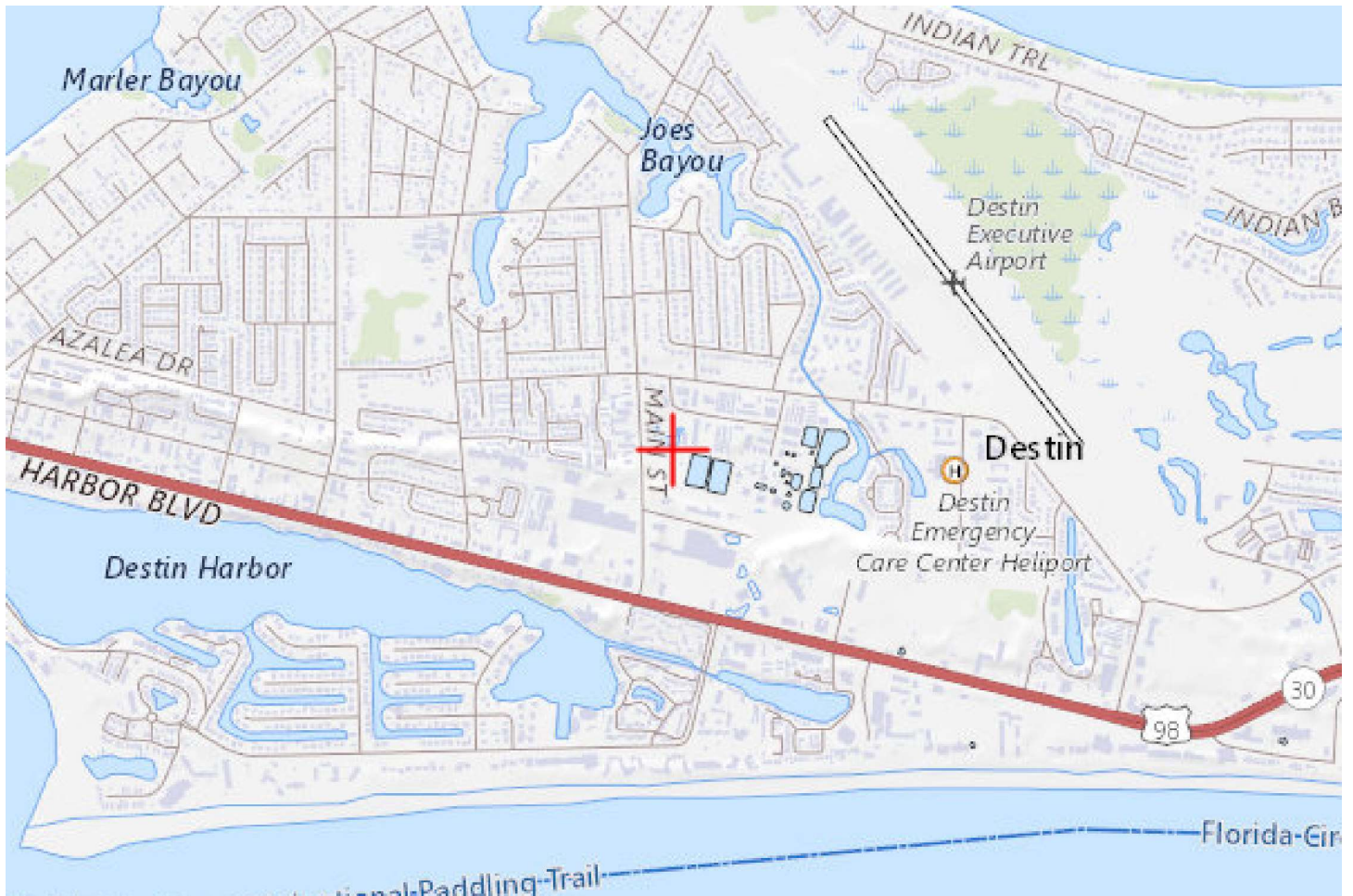
The impact on arrival, departure, and en route procedures for aircraft operating under VFR/IFR conditions at existing and planned public use and military airports, as well as aeronautical facilities, was considered during the analysis of the structure. The aeronautical study disclosed that the proposed structure would have no substantial adverse effect upon any terminal or en route instrument procedure or altitude.

The cumulative impact (IFR/VFR) resulting for the structure, when combined with the impact of other existing or proposed structures was considered and found to be acceptable.

Therefore, it is determined that the proposed structure would not have a substantial adverse effect upon the safe and efficient utilization of the navigable airspace by aircraft or on any navigation facility and would not be a hazard to air navigation.

# Frequency Data for ASN 2022-ASO-39598-OE

| LOW<br>FREQUENCY | HIGH<br>FREQUENCY | FREQUENCY<br>UNIT | ERP  | ERP<br>UNIT |
|------------------|-------------------|-------------------|------|-------------|
| 6                | 7                 | GHz               | 55   | dBW         |
| 6                | 7                 | GHz               | 42   | dBW         |
| 10               | 11.7              | GHz               | 55   | dBW         |
| 10               | 11.7              | GHz               | 42   | dBW         |
| 17.7             | 19.7              | GHz               | 55   | dBW         |
| 17.7             | 19.7              | GHz               | 42   | dBW         |
| 21.2             | 23.6              | GHz               | 55   | dBW         |
| 21.2             | 23.6              | GHz               | 42   | dBW         |
| 614              | 698               | MHz               | 1000 | W           |
| 614              | 698               | MHz               | 2000 | W           |
| 698              | 806               | MHz               | 1000 | W           |
| 806              | 901               | MHz               | 500  | W           |
| 806              | 824               | MHz               | 500  | W           |
| 824              | 849               | MHz               | 500  | W           |
| 851              | 866               | MHz               | 500  | W           |
| 869              | 894               | MHz               | 500  | W           |
| 896              | 901               | MHz               | 500  | W           |
| 901              | 902               | MHz               | 7    | W           |
| 929              | 932               | MHz               | 3500 | W           |
| 930              | 931               | MHz               | 3500 | W           |
| 931              | 932               | MHz               | 3500 | W           |
| 932              | 932.5             | MHz               | 17   | dBW         |
| 935              | 940               | MHz               | 1000 | W           |
| 940              | 941               | MHz               | 3500 | W           |
| 1670             | 1675              | MHz               | 500  | W           |
| 1710             | 1755              | MHz               | 500  | W           |
| 1850             | 1910              | MHz               | 1640 | W           |
| 1850             | 1990              | MHz               | 1640 | W           |
| 1930             | 1990              | MHz               | 1640 | W           |
| 1990             | 2025              | MHz               | 500  | W           |
| 2110             | 2200              | MHz               | 500  | W           |
| 2305             | 2360              | MHz               | 2000 | W           |
| 2305             | 2310              | MHz               | 2000 | W           |
| 2345             | 2360              | MHz               | 2000 | W           |
| 2496             | 2690              | MHz               | 500  | W           |







**From:** Craig Coffey

**Sent:** Wednesday, March 15, 2023 11:06 AM

**To:** Louis Zunguze <[zunguze@cityofdestin.com](mailto:zunguze@cityofdestin.com)>; 'Daniel Butler' <[dbutler@cityofdestin.com](mailto:dbutler@cityofdestin.com)>

**Cc:** Lance Johnson <[ljohnson@cityofdestin.com](mailto:ljohnson@cityofdestin.com)>; W. Webb Warren II ([wwarren@cityofdestin.com](mailto:wwarren@cityofdestin.com)) <[wwarren@cityofdestin.com](mailto:wwarren@cityofdestin.com)>; 'soconnor@cityofdestin.com' <[soconnor@cityofdestin.com](mailto:soconnor@cityofdestin.com)>

**Subject:** FW: OKP25: Requested Destin Coverage Assessment for Existing Western Tower at Palmetto St and Azalea Dr

Good Morning All,

Attached is our coverage map for our Emergency Communication System. It has a very small area to locate within and maintain optimal coverage. The airport is most optimal location because it is the center geographically, but we could locate there due to aviation restrictions. There are no other towers to evaluate within the coverage area, only other sites, all with the same issues being addressed by this site and all in less compatible locations -- i.e. with conflicts related to aviation, residential, and/or more visible to the public

We did conduct an evaluation of a tower outside of our tower location area at the request of Mr. Howard and Council Member Destin. This was previously sent to the City leadership, Mr. Howard and Mr. Destin and is at the bottom of this email.

We will be prepared to address this issue at the meeting as this drastically different than what some might be thinking of cell phone coverage, as a dropped call in an emergency situation is not really an option. It is critical we stay on the agenda as time of the essence for us to construct this tower location. I think this meets what you were seeking, please do not hesitate to reach out to me with any questions.

Thank you.

Craig

***Craig Coffey***

Deputy County Administrator

Okaloosa County Administrator's Office

1250 N Eglin Pkwy, Suite 102 | Shalimar, FL 32579

P: 850.609.6136 | Fax: 850.651.7551

[MyOkaloosa.com](http://MyOkaloosa.com) | [Facebook](https://www.facebook.com/craigcoffey) | [Twitter](https://twitter.com/craigcoffey)

## Inbuilding Portable Talk Out (PTO) 30dB Coverage

*PTO coverage map for 30dB buildings with the New 200' Tower at the proposed DWU site:*





# Community Development Department

## Office of the Director

4100 Indian Bayou Trail | Destin, FL 32541 | Phone: 850-654-1119 | Email: [planning@cityofdestin.com](mailto:planning@cityofdestin.com)

**April 4, 2023**

**Development Order No. 23-10**

### **Final Development Order:**

### **OKALOOSA COUNTY TOWER MINOR DEVELOPMENT ORDER (DEV-001061-2023)**

**Based upon the City's approval and issuance of this Development Order on April 4, 2023, this document will serve as your Final Development Order, and includes all of the provisions and conditions in the attached Technical Review Committee Report.**

Cristina Gerardi of Williams Communications, Inc., on behalf of Destin Water Users, Inc. and Okaloosa County, is requesting approval of a Minor Development Order. The project scope consists of the construction of a new 911/P25 communication tower and the associated site infrastructure. The project is proposed at 218T Main Street (Parcel ID: 00-2S-22-0000-0058-0110).

### **DETERMINATIONS:**

1. This final development order is in accordance with the approved construction documents, which is inclusive of the Site Plan (Exhibit A) and Tower Elevation (Exhibit B), dated approved April 4, 2023.
2. All the findings and requirements of the Technical Review Committee report are incorporated herein.

### **CONDITIONS OF APPROVAL:**

1. Pursuant to the City of Destin Land Development Code:

Construction of infrastructure must commence within one (1) year of approval date (date from which the Final Development Order is issued by the Community Development Department) of the Final Development Order on **April 4, 2023** (no later than **April 4, 2024**), and must be completed as shown on plans approved by the Technical Review Committee.

**WARNING: If the applicant/owner has not obtained a building permit(s) for either the construction of infrastructure or construction of the entire project and that construction has not commenced within one (1) year of issuance of the final development order, the final development order will become null and void and the application for development order approval must be re-initiated (*Land Development Code (LDC) Section 2.21.00*).**



**NOTE: Construction of infrastructure shall be defined as site work, grading, or other construction activity (not including clearing and grubbing or demolition of existing structures) related to installation of roadways, access drives, parking lots, underground utilities, stormwater or drainage facilities, or building foundations (*LDC Section 2.21.00*).**

**NOTE: An applicant/owner who desires to extend the twelve (12) month (1 year) deadline for either the construction of infrastructure or construction of the entire project must submit a written request to the Community Development Department, no less than thirty (30) days prior to the expiration of the twelve (12) month deadline to obtain a building permit and commence construction of infrastructure or construction of the entire project. The applicant may receive only one extension, and such extension shall not exceed one year. The applicant /owner should review *LDC Section 2.21.00* for further explanation of the Development Order extension process.**

2. If the applicant fully complies with the requirements of Condition No. 1. above, the concurrency capacity allocation status for “Okaloosa County Tower” will be protected. **However, the protected concurrency status will be lost and the application for development order approval must be re-initiated if:**
  - A. **Construction permit(s) in association with construction of infrastructure or construction of the entire project are not obtained in accordance with *LDC Section 2.10.00* to maintain concurrency, or**
  - B. **Construction activity ceases for a period of one (1) year after a building permit for construction of infrastructure or construction of the entire project has been issued so that concurrency is not maintained under *LDC Article 6*.**
3. The applicant must obtain City of Destin permits for the following activities on and off site (these may require appropriate bonding):
  - A. Disturbance of the City's Right-Of-Way (Note: Applicant must obtain the proper ROW permit(s) from the Public Services Department prior to issuance of building permits, unless otherwise exempted by the Public Services Director).
  - B. Pavement cuts.
  - C. Construction of any kind.
  - D. Clearing, grubbing, or demolition.
  - E. Paving, grading, drainage, sidewalks.
  - F. Signage.
  - G. Installation of utilities.
  - H. Construction trailers.
4. The following items must be addressed in the appropriate order:
  - A. **Prior to the issuance of any City Permit**, a sign must be posted on the subject property notifying the public of the emergency contact information of the person responsible for the project. Refer to ***LDC 7.01.02(B)*** for details on the size, location and contents of the sign. Additionally, a posting of emergency contact information sign affidavit must be submitted to the Planning Division prior to the issuance of any permits.

- B. **Prior to the Commencement of Construction**, a permit, with a copy of the demolition plan for the site indicating the location of the Construction Site Screening, must be submitted and approved by the City. Said screening must meet the requirements set forth in ***Destin Code of Ordinances, Section 6-51 Screen Criteria***.
- C. **Prior to the issuance of any City Permit**, obtain a Florida Department of Environmental Protection (FDEP) National Pollutant Discharge Elimination System (NPDES) permit and submit a copy to the City Engineer, if applicable. Provide a copy of the Stormwater Pollution Prevention Plan (SWPPP) as required for the NPDES permit for all construction disturbance over 1 acre. If the site is less than 1 acre, provide an erosion control plan in accordance with LDC Article 11.
- D. **Prior to the issuance of any City Permit**, a copy of the Northwest Florida Water Management District (NFWFMD) storm water permit and a NPDES storm water construction generic Permit (if applicable) approval shall be provided.
- E. **Prior to the issuance of a Certificate of Occupancy**, the developer/owner, engineer of record and the contractor shall make themselves familiar with LDC Article 11.09.00., Illicit Discharge, and shall comply with the codes, or be subject to enforcement.
- F. **Prior to the issuance of a Certificate of Occupancy**, all applicable Impact Fees and other outstanding costs associated with this project that are owed to the City must be paid in full.
- Estimated impact fee total: There is no additional gross floor area proposed as part of this project. Therefore, no impact fees are estimated for this project.
- G. **Prior to the issuance of a Certificate of Occupancy**, the site layout, landscaping, outdoor lighting and architectural design must be inspected and approved by the Community Development Department.
- H. **Prior to the issuance of a Certificate of Occupancy**, all assigned address number(s) for the principal building(s) shall be installed in accordance with ***LDC Section 7.18.04***.



---

Louis Zunguze, MURP  
Community Development Director  
City of Destin

Date

---

Cristina Girardi  
Authorized Agent  
Williams Communications, Inc.

Date

**TECHNICAL REVIEW COMMITTEE REPORT  
OKALOOSA COUNTY TOWER  
MINOR DEVELOPMENT ORDER (DEV-001061-2023)**

**Applicant:** Destin Water Users, Inc. & Okaloosa County  
**Agent:** Cristina Girardi of Williams Communications, Inc.  
**Location:** 218T Main Street  
**Request:** Approval of a wireless telecommunications tower  
**Parcel Size:** ±3.81 acres, 165,963 square feet  
**Future Land Use:** Town Center Mixed Use (TCMU)  
**Zoning District:** Town Center Mixed Use (TCMU)  
**Density:** Not applicable  
**Intensity:** Not applicable  
**Application Date:** March 3, 2023  
**Approved Site Plan Date:** April 4, 2023

**DISCUSSION/FINDINGS**

Cristina Gerardi of Williams Communications, Inc., on behalf of Destin Water Users, Inc. and Okaloosa County, is requesting approval of a Minor Development Order. The project scope consists of the construction of a new 911/P25 communication tower and the associated site infrastructure. The project is proposed at 218T Main Street (Parcel ID: 00-2S-22-0000-0058-0110).

**COMPREHENSIVE PLAN/LAND DEVELOPMENT CODE**

The subject property is within the **Town Center Commons Planning Area**. Also, the property has a Future Land Use Map Designation of **Town Center Mixed Use (TCMU)** and a Zoning Designation of **Town Center Mixed Use (TCMU)**. The proposed use of wireless telecommunication carriers is consistent with these land use regulations. The project, as required by the Comprehensive Plan and the Land Development Code, has undergone a compatibility review and meets the minimum requirements.

**LAND USE**

‘Wireless telecommunication carriers’ is an appropriate use within the **TCMU** future land use designation and a permitted use within the **TCMU** zoning district.

**DENSITY**

N/A

**HEIGHT**

Maximum allowed: 200’ per *LDC 7.19.03.B.3.f*  
Provided: 223’ – Approved by Board of Adjustment (BOA) at October 5, 2022 meeting.

**PITCHED ROOF**

N/A

**SETBACKS**

Front minimum required: 223’ per *LDC 7.19.08.A*  
Front provided: ±326’  
  
Side minimum required: 223’ per *LDC 7.19.08.A*

Side provided: ±81 – Approved by BOA at October 5, 2022 meeting.

Rear minimum required: 223' per ***LDC 7.19.08.A***

Rear provided: ±215 – Approved by BOA at October 5, 2022 meeting.

### **OPEN SPACE**

Minimum required: 30%

Provided: >30%

### **PLATTING**

There is no platting associated with this application.

### **CONCURRENCY MANAGEMENT**

There are no concurrency requirements associated with the proposed development.

### **AIRPORT PROTECTION**

As proposed, this project is not affected by nor affects the Destin Executive Airport. The applicant has indicated on the development order application that the proposed project is not within the Airport impact area.

**NOTE:** If construction necessitates the use of a crane, or other obstruction, which exceeds Federal Aviation Administration FAR 77 Standards (normally 200 feet above ground level), the applicant must request a variance from the FAA for temporary encroachment into this restrictive area and a copy of a completed FAA Form 7460, must be placed on file with the City of Destin prior to the crane, or other obstruction, penetrating the restricted airspace.

### **TRANSPORTATION ANALYSIS**

As there is no traffic being generated by the proposed use, a Transportation Analysis was not required or reviewed as part of this proposed development.

### **RIGHT-OF-WAY DEDICATION**

The project does not include any Right-of-Way dedication.

### **INGRESS/EGRESS**

Vehicular access to the property is provided by a one-way access from the Main Street public right-of-way (ROW), as well as a private two-way access off the Industrial Park Road public ROW.

### **PEDESTRIAN NETWORK**

The existing development already provides the required pedestrian network.

### **PARKING:**

The existing development is currently overparked by 44 parking spaces. Any parking demand generated by employees/maintenance of the tower will be satisfied through these additional parking spaces.

### **UTILITIES:**

All utilities are required to be underground.

**STORMWATER:**

N/A

**REFUSE COLLECTION:**

Solid waste shall be picked up in individual containers within the private asphalt drive of the development and not on Airport Road.

**WHITE SANDS ZONE**

The proposed project is not located within any White Sand Zone.

**LANDSCAPING**

N/A

**SIGNS**

No signs were reviewed for permitting or compliance with the Development Order application. All proposed signs must be permitted through a sign permit and shall comply with the sign code section of the Destin Land Development Code in effect at the time a sign application is submitted.

**IMPACT FEES:**

There is no additional gross floor area being proposed as part of this project. Therefore, no impact fees are estimated for this project.

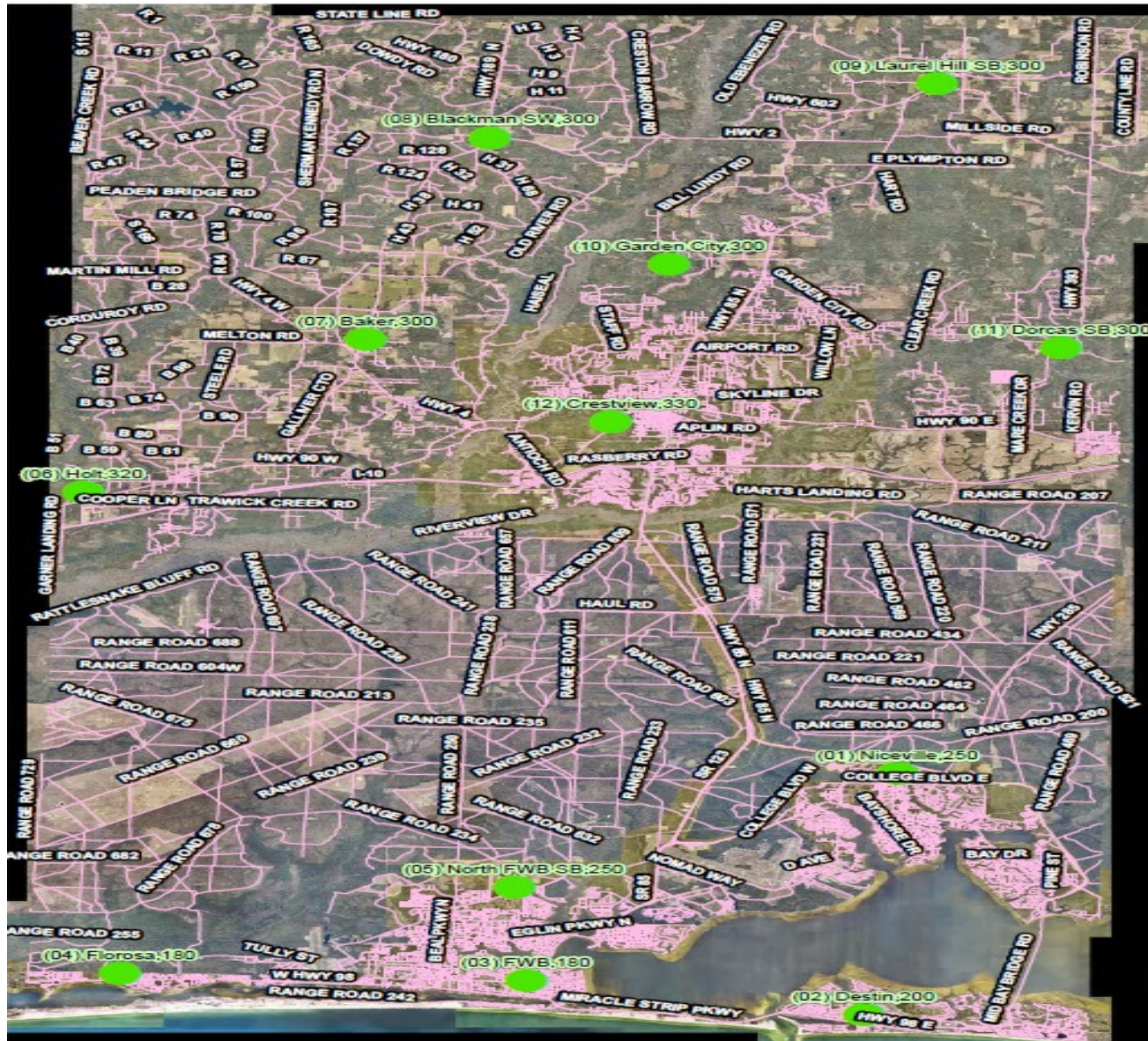
**OTHER FEES:** NONE

**COMMENTS:** NONE

Okaloosa P25 Public Safety  
Radio Communications System  
Destin Tower



# 12 Tower Countywide System





# Tower Location Search Area

**Green Circle** – 150ft tower  
Search Area

**Red Circle** – 200ft tower  
Search Area

Note:

Any location outside  
the red circle would  
**require 2 separate  
towers in Destin**

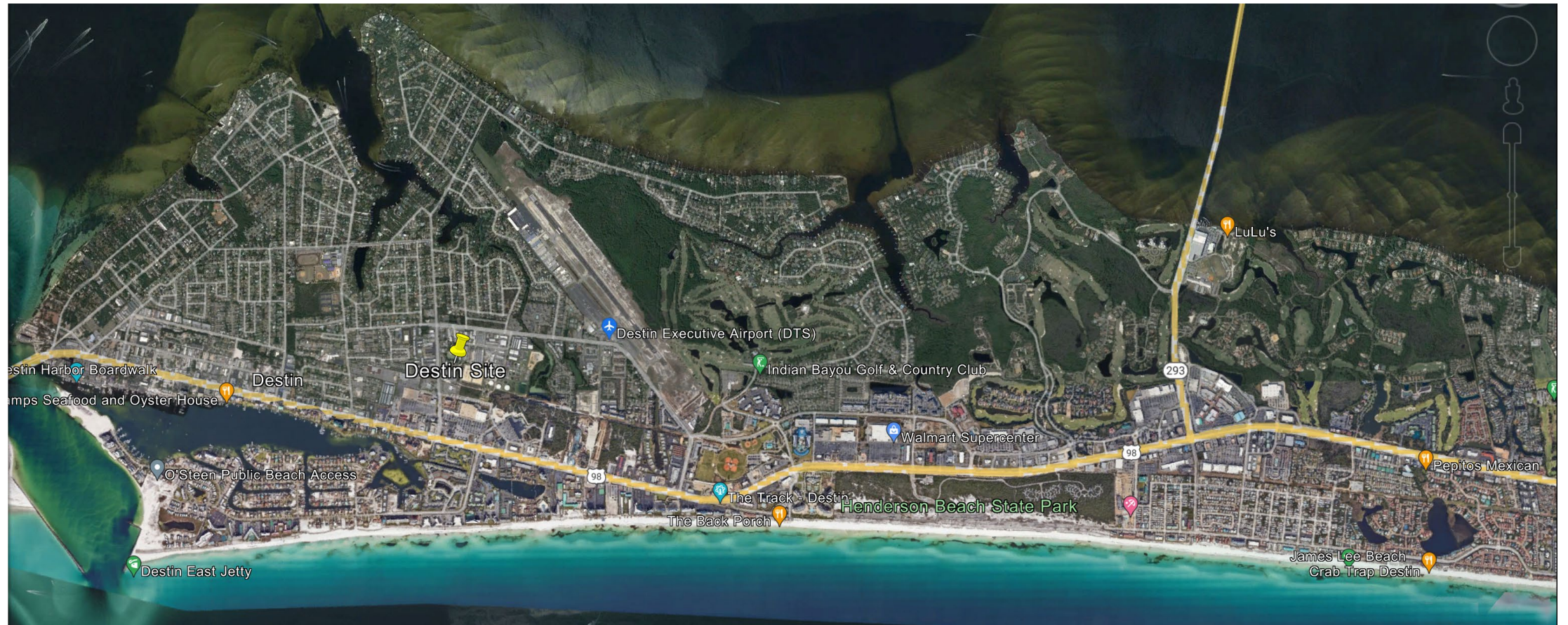




# Considered Tower Locations

|    | Address                | Property Type     | Assessment Results                                                                                                  |
|----|------------------------|-------------------|---------------------------------------------------------------------------------------------------------------------|
| 1  | Indian Trail           | Vacant/County     | Did not clear airport flight path                                                                                   |
| 2  | 1001 Airport Rd        | Airport           | Airport did not approve tower in their parcel                                                                       |
| 3  | 100 Indian Bayou Trail | Country Club      | Did not clear airport flight path                                                                                   |
| 4  | 1 Country Club Dr E    | Country Club      | Did not clear airport flight path                                                                                   |
| 5  | 14 Industrial Park Ln  | 170ft Water Tank  | Height did not meet system coverage Requirements / Would Need Second tower in East Destin                           |
| 6  | 3950 Commons Dr        | Recreational Park | City of Destin did not approve tower in this location                                                               |
| 7  | 218 Main St            | DWU               | Cleared Airport, Eglin, FAA, FCC, Environmental and Historical;<br>(1) 200ft tower needed with top mounted antennas |
| 8  | 133 Benning Dr.        | 155ft Water Tank  | Height did not meet system coverage Requirements / Would Need Second tower in East Destin (Outside search area)     |
| 9  | 140 Palmetto           | 177ft Tower       | Height did not meet system coverage Requirements / Would Need Second tower in East Destin (Outside search area)     |
| 10 | Mid-Bay Bridge Rd      | Elementary School | Would Need Second tower in West Destin to meet coverage requirement (Outside search area)                           |

# Pinned Location





PORTABLE RADIO IN-BUILDING COVERAGE  
DWU SITE - 200FT TOWER COVERAGE **97.7%**  
(95% IS MINIMUM RFP REQUIREMENT)





# Existing Towers in Destin



|   | Tower                             | ASR     | Height (ft) | Distance to New Location | Structure Address     | Structure City | St | Owner                     |
|---|-----------------------------------|---------|-------------|--------------------------|-----------------------|----------------|----|---------------------------|
| ■ | ASR 1005275                       | 1005275 | 177.1 ft    | 1.5 miles                | 140 Palmetto          | Destin         | FL | Beach TV Properties, Inc. |
| ■ | Water Tower 1                     |         | 170 ft      | 0.2 miles                | 14 Industrial Park Ln | Destin         | FL | Destin Water Users        |
| ■ | Water Tower 2                     |         | 155 ft      | 0.8 miles                | 133 Benning Dr.       | Destin         | FL | Destin Water Users        |
| ▲ | 02 DESTIN F<br>New Tower Location | 1324317 | 200 ft      | 0 miles                  | 218T Main St.         | Destin         | FL | Okaloosa County           |

# Existing Tower Collocation Considerations

- Existing Tower Not Designed as Category III Exposure
  - May not be able to survive hurricane speed winds
- Depend on space available on the tower to place equipment
- Cost to reinforce the tower to support new equipment
- Depend on space available on the ground to add Shelter/Generator and LP tank
- Ongoing lease expense
- Lack of control over lease increase
- Lack of control on who access the site and climb the tower
- Need to upgrade site grounding if it does not meet manufacturer requirement
- Lack of ability to expand

# Water Tower Collocation Considerations

- All concerns related to a regular tower collocation in last slide still apply, in addition:
- Need engineered antenna structure on the top of the tank that will survive hurricane wind speeds
- Reinforcement of a Water Tower may not be possible or financially feasible to survive hurricane wind speeds
- Water tank steel interferes and reduces antenna signal
- Underground pipelines can be in the way of grounding and electrical system
- Forced Public Safety Radio System **down time** during water tank maintenance
- Re-occurring cost to remove and reinstall equipment every time tower is repainted



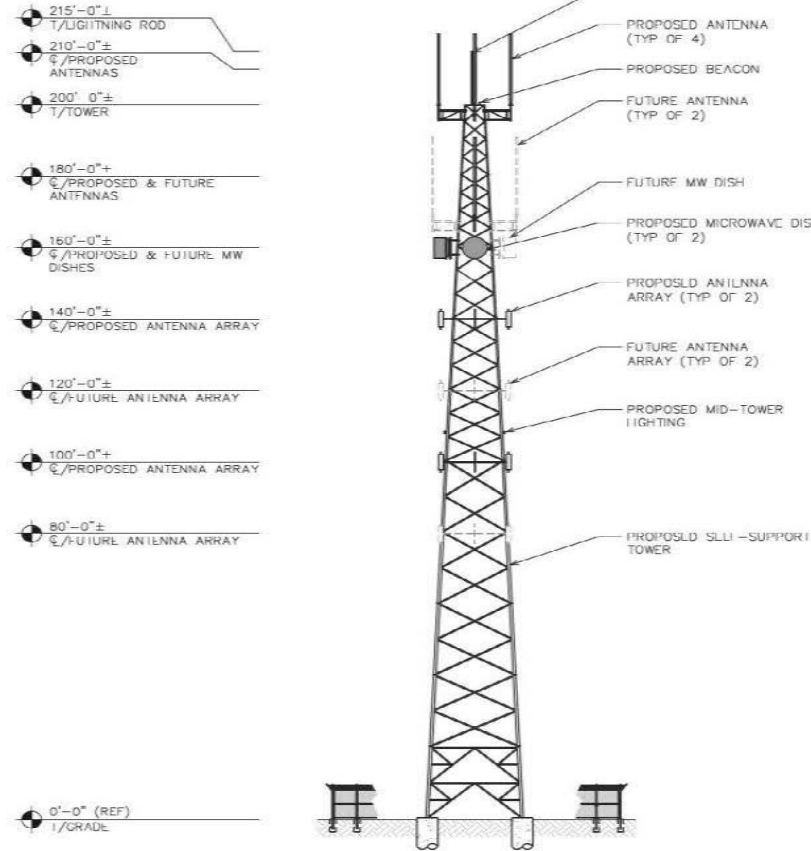
# Destin Tower Site Layout



# Initial DestinTower Apparatus

## NOTES:

1. PROPOSED CABLES TO BE ROUTED PER SPECIFICATIONS OF STRUCTURAL ANALYSIS.
2. THE TOWER ELEVATION IS FOR SCHEMATIC PURPOSES ONLY.
3. CONTRARIOR TO VERIFY PROPOSED LOADING AND ANY LOADING TO BE REMOVED WITH PASSING STRUCTURAL ANALYSIS PRIOR TO CONSTRUCTION AND CONTACT TOWER OWNER IN THE EVENT OF ANY DISCREPANCIES.
4. TOWER SHALL BE ILLUMINATED AS REQUIRED BY THE FEDERAL COMMUNICATIONS COMMISSION (FCC), THE FEDERAL AVIATION ADMINISTRATION (FAA), OR OTHER STATE OR FEDERAL AGENCY OF COMPETENT JURISDICTION.
5. A SINGLE SIGN, 2 FEET SQUARE, IN A VISIBLE LOCATION SHALL BE REQUIRED WITH NAME AND EMERGENCY TELEPHONE NUMBER OF THE TOWER OWNER AND ALL COMPANIES OPERATING ON THE TOWER. NO ADVERTISING SHALL BE ATTACHED TO THE TOWER.



## TOWER ELEVATION

SCALE: 1" = 30'



PLANS PREPARED FOR:



PROJECT INFORMATION:

## P25-RF SITE 2: DESTIN

2108 MAIN STREET  
DESTIN, FL 32541  
(OKALOOSA COUNTY)

PLANS PREPARED BY:



SEAL:



|     |          |               |
|-----|----------|---------------|
| 1   | 10-14-21 | LEASE EXHIBIT |
| 0   | 10-07-21 | LEASE EXHIBIT |
| REV | DATE     | ISSUED FOR:   |

DRAWN BY: GJB CHECKED BY: JKW

SHEET TITLE:

## TOWER ELEVATION

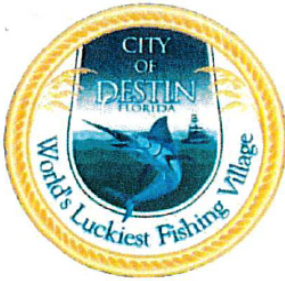
|               |              |
|---------------|--------------|
| SHEET NUMBER: | REVISION:    |
| L-3           | 1            |
|               | TEP # 306760 |



Example of a higher new tower 330ft



# Approved Variance Oct 5, 2022



## Community Development

4200 Indian Bayou Trail, Destin, FL 32541 | Phone: 850-837-4242 | [www.cityofdestin.com](http://www.cityofdestin.com)

### BOARD OF ADJUSTMENT FINAL ORDER 22-55-VR

The City of Destin's Board of Adjustment (the "Board"), on October 5, 2022, considered a request from Okaloosa County, (the "Applicant"), for a variance from the City of Destin Land Development Code ("LDC") **Section 7.19.08 & Section 7.19.03.B.3.f**, which relate to communication tower setbacks and maximum tower height for the proposed Okaloosa P25 Public Safety Communications tower to be located in Destin. Due public notice of the hearing was given by publication of appropriate notice in the Northwest Florida Daily News on of September 25, 2022, and September 30, 2022. The Board, having considered the application, the City of Destin's staff report, and testimony and evidence presented by the Applicant, finds and orders the following:

#### FINDINGS OF FACT:

# FAA Clearance



Mail Processing Center  
Federal Aviation Administration  
Southwest Regional Office  
Obstruction Evaluation Group  
10101 Hillwood Parkway  
Fort Worth, TX 76177

Aeronautical Study No.  
2022-ASO-39598-OE

Issued Date: 02/16/2023

Zan Fedorak  
Okaloosa County  
1759 S Ferdon Blvd  
Crestview, FL 32536

## **\*\* DETERMINATION OF NO HAZARD TO AIR NAVIGATION \*\***

The Federal Aviation Administration has conducted an aeronautical study under the provisions of 49 U.S.C., Section 44718 and if applicable Title 14 of the Code of Federal Regulations, part 77, concerning:

|            |                      |
|------------|----------------------|
| Structure: | Antenna Tower Destin |
| Location:  | Destin, FL           |
| Latitude:  | 30-23-40.20N NAD 83  |
| Longitude: | 86-28-56.10W         |

---

# Eglin Clearance Partial email

- Here is the email from Eglin confirming clearance for our of our 12 towers. As you know, we did an intensive tower location research before meeting with Eglin in May 2021 and provided all the information they requested.
- The attachment shows the Eglin analysis of the tower locations in relation to their flight paths and communications signals impact. Eglin modified an internal procedure in order to allow Niceville tower to be at 272' overall height in support to the proposed public safety radio system.
- Richard Morgan approves or rejects an FAA Hazard Request on behalf of Eglin after reviewing all documents submitted by the FAA. For Destin he approved the FAA request as "No Hazard".

-----Original Message-----

- From: MORGAN, RICHARD A GS-12 USAF AFMC 96 OSS/OSAR <[richard.morgan.2@us.af.mil](mailto:richard.morgan.2@us.af.mil)>
- Sent: Wednesday, June 1, 2022 7:54 AM
- To: Cristina Girardi <[cgirardi@wmscom.com](mailto:cgirardi@wmscom.com)>
- Subject: FW: Follow up::RE: Okaloosa P25: Tower and Antenna Height Air force Clearance Request
- Cristina,
- I don't see any issues with these towers, except the one in Niceville, but I can mitigate that one. Here is also a document Hastings put together, looks fine.
- Richard Morgan, TERPS





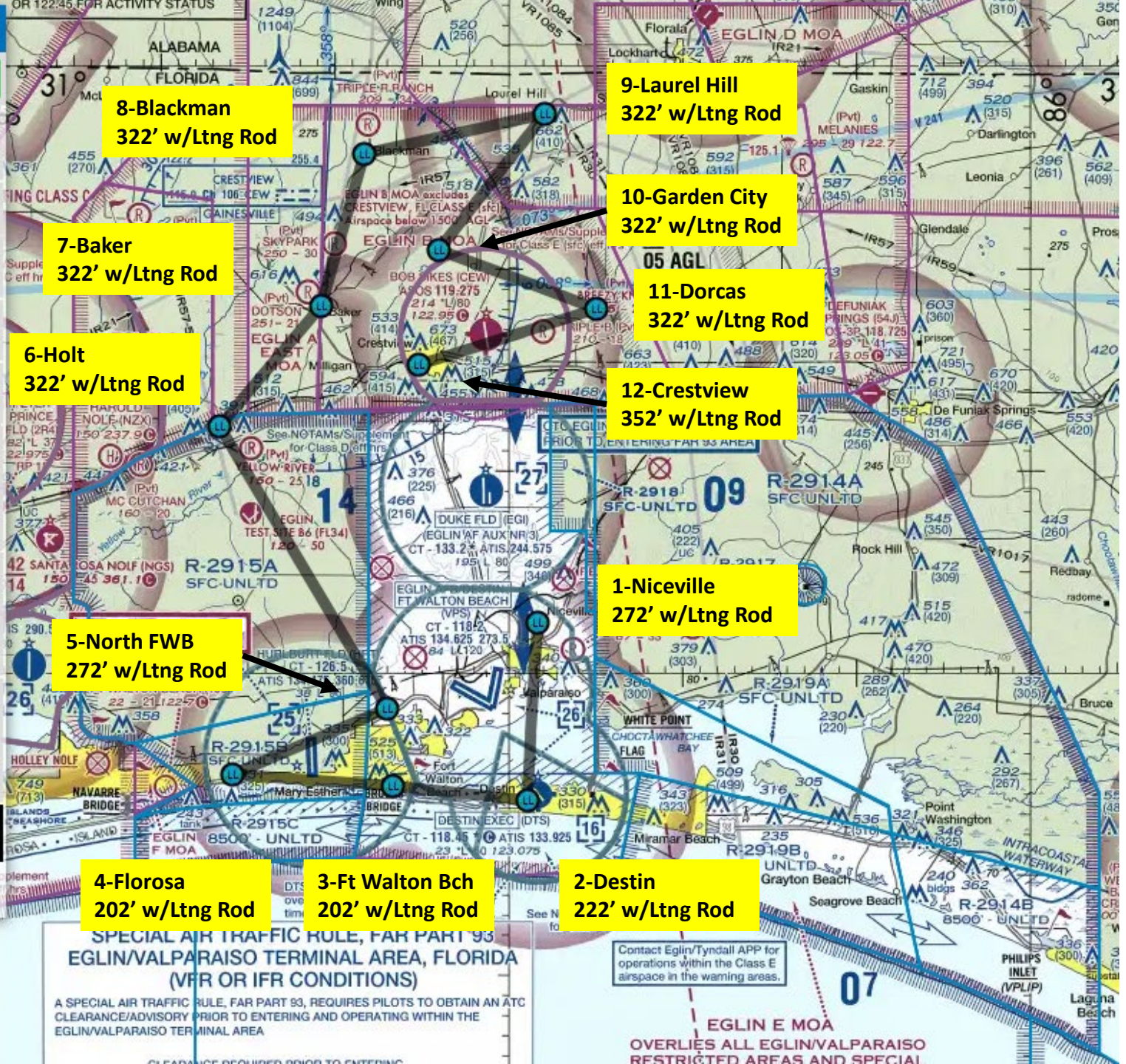


# Navigation Log

Groundspeed 115 kts Reverse Clear

|              |        |       |      |
|--------------|--------|-------|------|
| 30° 32' 27"N | 8.8nm  | 183°T | 0:05 |
| 86° 28' 20"W |        |       |      |
| 30° 23' 40"N | 6.7nm  | 276°T | 0:03 |
| 86° 28' 56"W |        |       |      |
| 30° 24' 20"N | 8.0nm  | 274°T | 0:04 |
| 86° 36' 39"W |        |       |      |
| 30° 24' 55"N | 8.4nm  | 67°T  | 0:04 |
| 86° 45' 52"W |        |       |      |
| 30° 28' 12"N | 16.3nm | 329°T | 0:08 |
| 86° 36' 57"W |        |       |      |
| 30° 42' 11"N | 7.7nm  | 40°T  | 0:04 |
| 86° 46' 35"W |        |       |      |
| 30° 48' 05"N | 7.8nm  | 16°T  | 0:04 |
| 86° 40' 47"W |        |       |      |
| 30° 55' 37"N | 9.1nm  | 78°T  | 0:05 |
| 86° 38' 18"W |        |       |      |
| 30° 57' 34"N | 8.5nm  | 218°T | 0:04 |
| 86° 27' 56"W |        |       |      |
| 30° 50' 53"N | 8.3nm  | 110°T | 0:04 |
| 86° 33' 58"W |        |       |      |
| 30° 48' 00"N | 9.2nm  | 252°T | 0:05 |
| 86° 24' 55"W |        |       |      |
| 30° 45' 11"N | 98.8nm |       | 0:50 |
| 86° 35' 08"W |        |       |      |

Retrieve Wx Brief & File





COLA APP WITHIN  
119.0 OR 269.375

TAMS/Supplement  
Class D eff hrs  
ON BEACH (1J9)

21 1.22-7 C  
58

R-2915B  
SFC-UNLTD

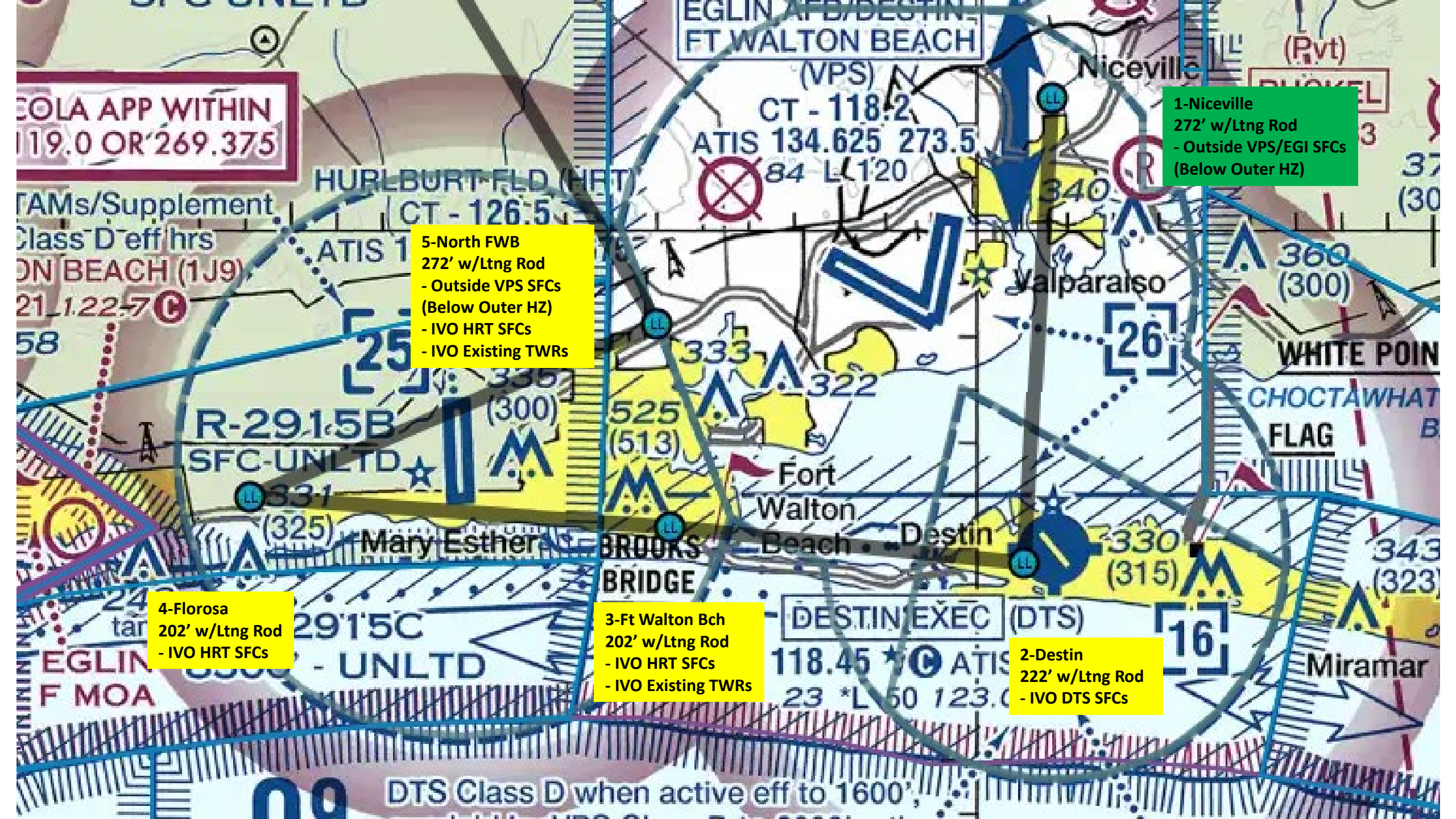
4-Florosa  
202' w/Ltng Rod  
- IVO HRT SFCs

5-North FWB  
272' w/Ltng Rod  
- Outside VPS SFCs  
(Below Outer HZ)  
- IVO HRT SFCs  
- IVO Existing TWRs

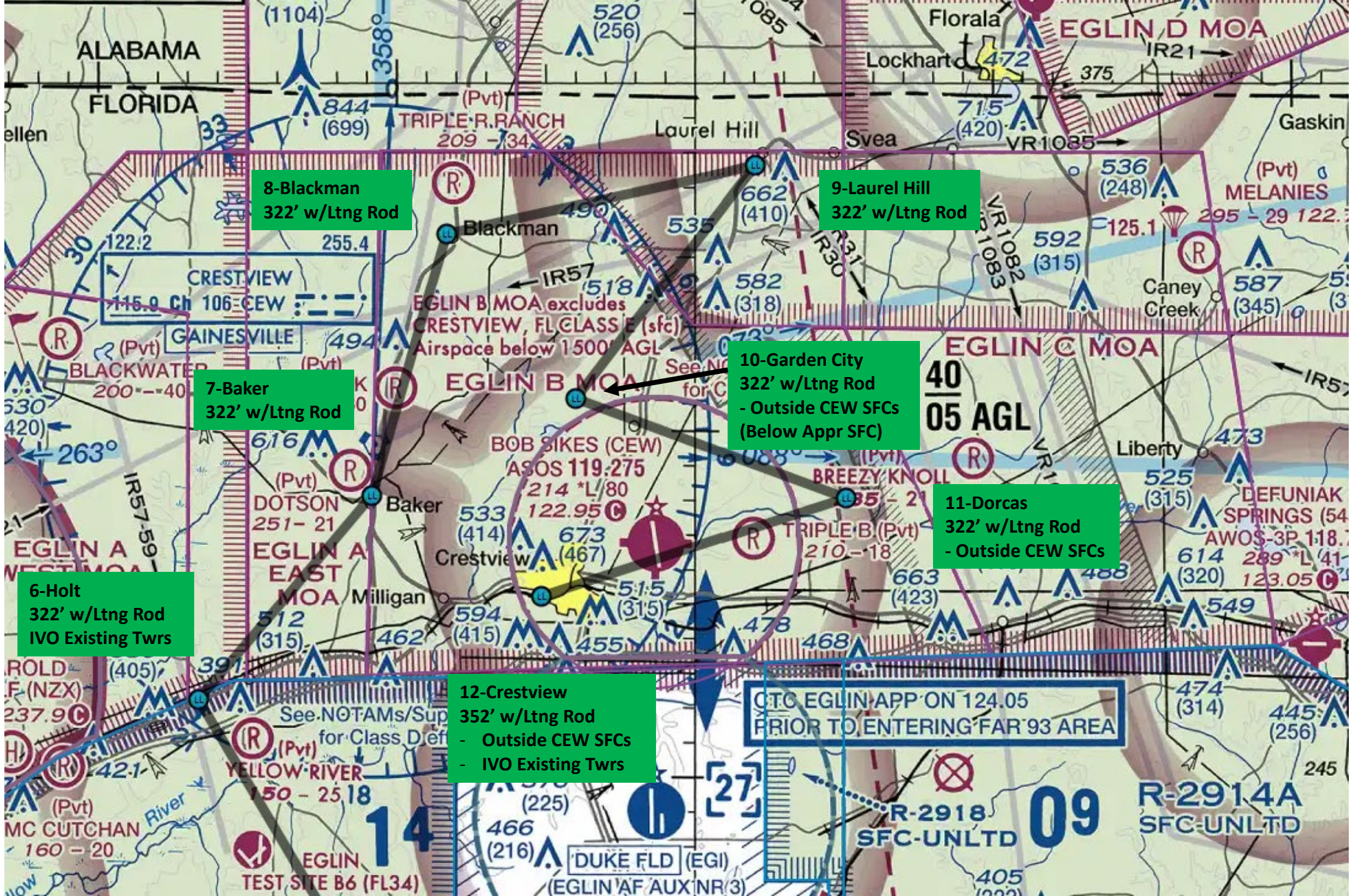
3-Ft Walton Bch  
202' w/Ltng Rod  
- IVO HRT SFCs  
- IVO Existing TWRs

2-Destin  
222' w/Ltng Rod  
- IVO DTS SFCs

1-Niceville  
272' w/Ltng Rod  
- Outside VPS/EGI SFCs  
(Below Outer HZ)









# Minimum Regulatory and Permit Process Timeline for any Site

- Secure Site Location by County – 2 to 3 months
- Federal, State and Local Regulatory and Permitting Timeline after Site is Secured – 8 to 9 months
  - Gather information for NEPA/SHPO/FAA/FCC Applications – 1.5 months
    - Survey, Archeological soil borings and analysis, Environmental Assessment
  - NEPA NEPA/SHPO/FAA/FCC Processes – 4 to 5 months
    - After FAA Determination and NEPA complete, FCC issues Antenna Structure Registration (ASR)
  - Destin Variance Process – 1 month
  - Destin Development Order Process – 1 month
  - Destin Building Permit process – 3 weeks

# PHOTO SYMULATION OF PROPOSED DESTIN PUBLIC SAFETY P25 RADIO COMMUNICATIONS TOWER

Approx. 1,000ft Northwest View: Corner of Main Street and Legion Dr/Airport RD





Approx. 1,500ft Southwest View: Old Time Pottery Parking Lot





Approx. 1,500ft Northeast View: Corner of Airport Rd and Kell Aire Dr





Approx. 2,400ft Southeast View: Behind Winn-Dixie



CITY OF DESTIN



# AGENDA ITEM

**COUNCIL MEETING DATE:** April 3, 2023

**TYPE OF AGENDA ITEM:** Action Item

**AGENDA OUTLINE NUMBER:** 5.B.

---

**TO:** City Council

**THRU:** Lance Johnson, City Manager

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

**DATE:** March 24, 2023

**SUBJECT:** Ed Stanford of CORE Engineering & Consulting, Inc., on behalf of Heron's Nest LLC, is requesting approval of a Minor Deviation to a Minor Development Order. The project scope includes the construction of a new commercial dock that houses twenty-five (25) slips plus one (1) transient slip, for a total of 26 slips total. The project is proposed at 105 & 109 Calhoun Avenue (Parcel IDs: 00-2S-22-0630-0000-1211 & 00-2S-22-0630-0000-1210).

---

## **I. BACKGROUND:**

Ed Stanford of CORE Engineering & Consulting, Inc., on behalf of Heron's Nest LLC, is requesting approval of a Minor Deviation to a Minor Development Order. The project scope includes the construction of a new commercial dock that houses twenty-five (25) slips plus one (1) transient slip, for a total of 26 slips total, and a Water Taxi Boarding Area. The project is proposed at 105 & 109 Calhoun Avenue (Parcel IDs: 00-2S-22-0630-0000-1211 & 00-2S-22-0630-0000-1210).

The Harbor and Waterways (HWB) approved the request for the ±392' long pier with conditions at the regularly scheduled meeting on September 26, 2022 by a unanimous vote of 4-0. Additionally, the Board of Adjustment (BOA) approved the request for the ±392' long pier with conditions at the regularly scheduled meeting on October 5, 2022, by a vote of 4-2.

## **II. DISCUSSION:**

### **COMPREHENSIVE PLAN/LAND DEVELOPMENT CODE**

The subject property is within the **Harbor Planning Area**. Also, the property has a Future Land Use Map Designation of **Calhoun Mixed Use (CMU)** and a Zoning Designation of **Calhoun Mixed Use (CMU)**. The proposed use of a marina is consistent with these land use regulations. The project, as required by the Comprehensive Plan and the Land

Development Code, has undergone a compatibility review and meets the minimum requirements.

**LAND USE**

‘Marinas’ are an appropriate use within the CMU future land use designation and a permitted use within the CMU zoning district.

**SLIP DENSITY**

Maximum allowed: 26 slips (25 + 1 transient)

Provided: 26 slips

**HEIGHT**

N/A

**SETBACKS**

N/A

**OPEN SPACE**

Minimum required: 30%

Provided: 58%

**PLATTING**

There is no subdivision being proposed as part of this project scope.

**CONCURRENCY MANAGEMENT**

Concurrency requirements have been met:

**Traffic:** Signed March 27, 2023

**Stormwater Management:** N/A

**Potable Water/Sanitary Sewer:** N/A

**Solid Waste:** N/A

**AIRPORT PROTECTION**

As proposed, this project is not affected by nor affects the Destin Executive Airport. The applicant has indicated on the development order application that the proposed project is not within the Airport Expansion Area.

**NOTE:** If construction necessitates the use of a crane, or other obstruction, which exceeds Federal Aviation Administration FAR 77 Standards (normally 200 feet above ground level), the applicant must request a variance from the FAA for temporary encroachment into this restrictive area and a copy of a completed FAA Form 7460, must be placed on file with the City of Destin prior to the crane, or other obstruction, penetrating the restricted airspace.

**TRANSPORTATION ANALYSIS**

The submitted traffic analysis, signed and dated on February 23, 2023, indicates that the proposed development is estimated to generate approximately six (6) PM peak hour trips. This analysis is consistent with the technical methodology outlined in *LDC 6.05.05*.

**RIGHT-OF-WAY DEDICATION**



The project does not include right-of-way dedication.

**INGRESS/EGRESS**

Vehicular access to the property is provided by a one-way access from the Calhoun Avenue public right-of-way (ROW).

**PEDESTRIAN NETWORK**

The existing development already provides the required pedestrian network.

**PARKING:**

Phase I Parking Required (Completed): 19

Phase II Parking Required (Not Built): 45

New Proposed Marina Parking Required:

12 Private Boat Slips: 12

13 Charter Vessels (6 passengers or less): 46

Total: 58

Therefore, Phase I and the Marina use will require 77 parking spaces total. It is worth noting that the Existing Conditions Plan illustrates 75 parking spaces, but the previously approved (and submitted) site plan/master plan illustrates 81 parking spaces. The six (6) spaces that are deficient are along the southern most portion of the property. It is the assumption of Staff that the required parking will be obtained by demolishing the existing one-story block building along the south property line, as illustrated in the previously approved site plan. All required parking for the completed phase and proposed marina use shall be constructed, inspected, and approved prior to issuance of a Certificate of Completeness (CC).

Additionally, as mentioned in the document provided by the applicant titled 'Additional Parking Information', a separate Development Order Deviation shall be required to complete Phase II of the development, given that the parking requirements for this phase are not satisfied.

**UTILITIES:**

All utilities are required to be undergrounded.

**STORMWATER**

No Erosion and Sediment Control Plan was provided as part of this submittal. This plan shall be required to be reviewed and approved prior to issuance of any Marine Construction permit.

**REFUSE COLLECTION**

All non-construction related dumpsters, trashcans, and recycling bins shall be placed in a solid waste collection area or inside a building.

**WHITE SANDS ZONE**

The proposed project site is located within a White Sands Zone II.

**LANDSCAPING**

No Landscape Plan was provided as part of this submittal. Therefore, prior to issuance of a Certificate of Completion (CC), all landscaping shall be in accordance with the previously approved Landscape Plan for the site.

### **SIGNS**

No signs were reviewed for permitting or compliance with the Development Order application. All proposed signs must be permitted through a sign permit and shall comply with the sign code section of the Destin Land Development Code in effect at the time a sign application is submitted.

### **IMPACT FEES**

Final impact fee amounts have been developed using the provisions outlined in ***LDC 19.03.05.A***. The impact fees for the proposed project are estimated to be:

| <b>LAND USE</b>      | <b>UNITS<br/>(per Birth)</b> | <b>PARK</b>          | <b>LIBRARY</b>       | <b>POLICE</b>        | <b>TRANS.</b>            | <b>TOTAL</b>             |
|----------------------|------------------------------|----------------------|----------------------|----------------------|--------------------------|--------------------------|
| Marina               | 26                           | N/A                  | N/A                  | N/A                  | \$321.00                 | \$321.00                 |
| <b><i>Totals</i></b> |                              | <b><i>\$0.00</i></b> | <b><i>\$0.00</i></b> | <b><i>\$0.00</i></b> | <b><i>\$8,346.00</i></b> | <b><i>\$8,346.00</i></b> |

### **OTHER FEES:**

N/A

### **PUBLIC COMMENTS: NONE**

- A. Link to Strategic Goals / Objectives:** Economic development and revitalization
- B. Effect on Budget (EOB):** There is no anticipated impact on the budget.
- C. Level of Service (LOS):** Given the development is estimated to generate only six (6) PM peak hour trips, there is a minimal to no anticipated impact on the surrounding level of service.
- D. Legislative Sponsor:**

**III. CONCLUSION:** Ed Stanford of CORE Engineering & Consulting, Inc., on behalf of Heron's Nest LLC, is requesting approval of a Minor Deviation to a Minor Development Order. The project scope includes the construction of a new commercial dock that houses twenty-five (25) slips plus one (1) transient slip, for a total of 26 slips total, and Water Taxi Boarding Area. The project is proposed at 105 & 109 Calhoun Avenue (Parcel IDs: 00-2S-22-0630-0000-1211 & 00-2S-22-0630-0000-1210).

**IV. RECOMMENDED MOTION:**

I move that the City Council approve Heron Harbor Docks, a Minor Deviation to a Minor Development Order, with the following conditions:

- All conditions set by the Harbor and Waterways Board and City Council, including FDEP and USACE approval of the revised site plan illustrating 26 slips; and
- An Erosion and Sediment Control Plan shall be submitted, reviewed, and approved prior to issuance of a Marine Construction Permit; and
- The marina use will be subject to operating during the hours of 7 AM to 5 PM. While the restaurants shall not open until 5 PM; and
- Prior to signing the Development Order, the Director shall receive an updated site plan that reflects the reduced footprint of the previously approved restaurant. This will reduce parking counts, the applicant shall provide these numbers.
- The proposed restaurant shall also reflect an updated FFE of 10’.
- Currently, the site plan submitted (attached for reference) illustrates the 60.7’ long ‘one story block building’ aka “storage building” demolished (as it is not on the site plan compared to the as-built) and parking being installed in its place. If this is not the case and the building is to remain, it should be shown on the updated site plan mentioned above. Additionally, if any offsite parking lot is to be developed in the future for supplemental parking, it would be processed as a Minor Deviation.
- ADA access to the dock from the ADA parking spaces shall be provided, per *2020 Florida Accessibility Code, Chapter 10*; and

**ALTERNATE MOTION:**

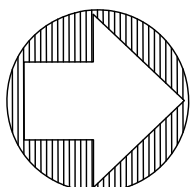
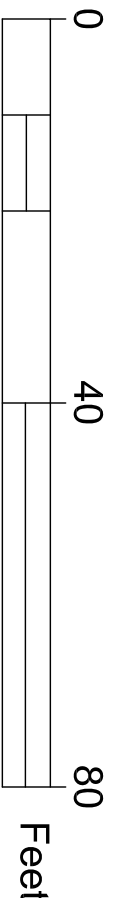
I move that the City Council approve with conditions/approve with modifications/deny Heron Harbor Docks, a Minor Deviation to a Minor Development Order, as presented.

Attachments:

1. A. Current Conditions Plan
2. B. Master Site Plan
3. C. Traffic Analysis
4. D. Additional Parking Information
5. E. Proof of Ownership
6. F. Agent Affidavit
7. G. Scallywags DO Plans
8. H. DRAFT DO-23-11\_Heron Harbor Docks
9. I. HWB Minutes - Sept 26
10. J. BOA Minutes - Oct 5



SCALE: 1" = 20'



LEGAL DESCRIPTION (Official Records Book 3071, Page 333)

**PARCEL 109 CALHOUN AVENUE:**  
A portion of Lot 13, Moreno Military Reservation survey of lots, Destin, Florida described as: Begin at the SE corner of said Lot 13, thence N 27°55'10" E along Calhoun Avenue 83 feet, thence N 70° 12' W 500 feet, more or less, to Choctawhatchee Bay; thence Southwesterly along shoreline 100 feet, more or less, to a point where a line bearing N 72° 08' 50" W from the Point of Beginning intersects the shoreline; thence S 72° 08' 50" E 500 feet, more or less, to the Point of Beginning, together with improvements thereon.

Contains 0.96 acres or 41,817.60 Sq. Ft. more or less.

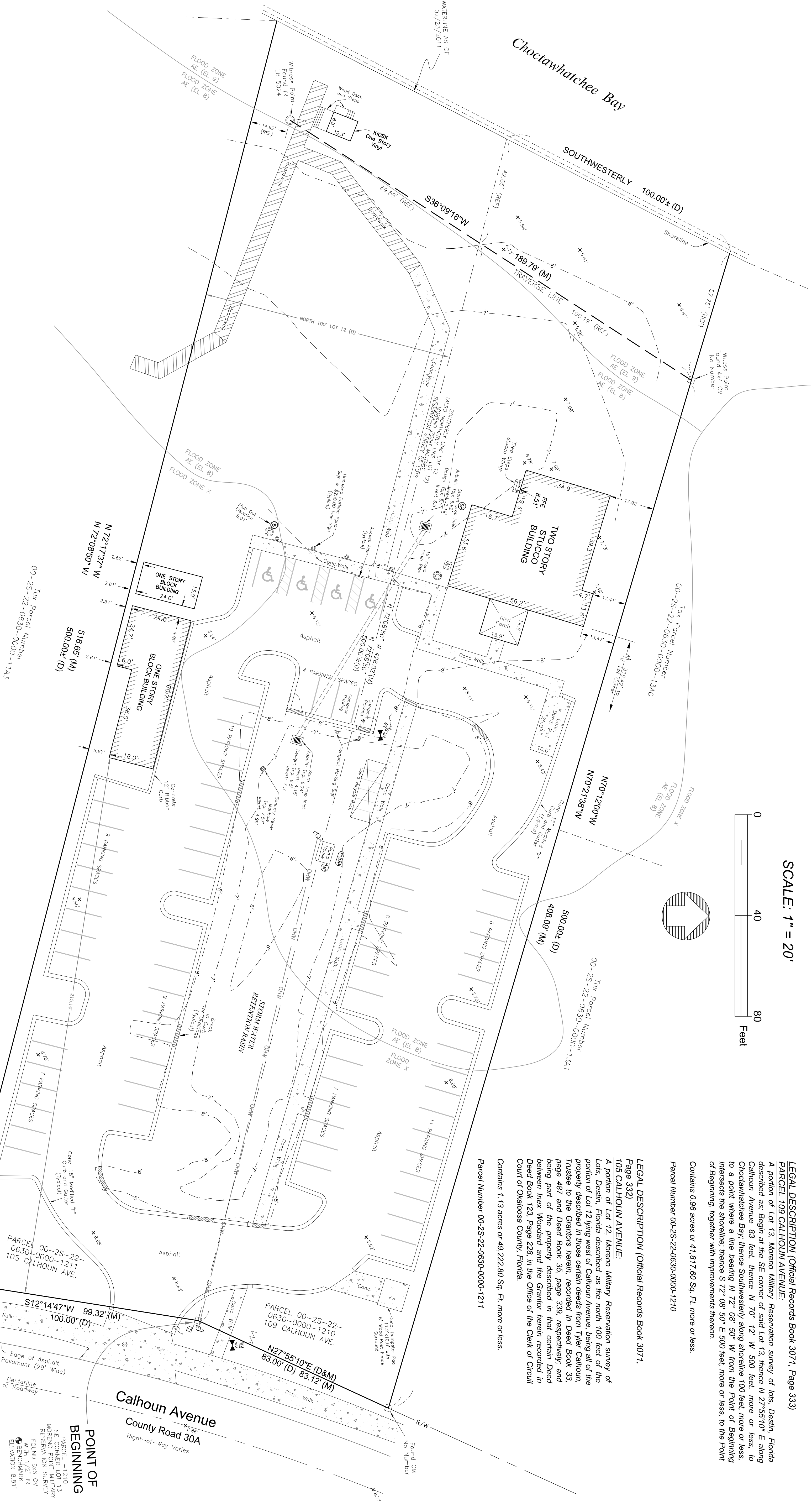
Parcel Number 00-2S-22-0630-0000-1210

LEGAL DESCRIPTION (Official Records Book 3071, Page 332)

**105 CALHOUN AVENUE:**  
A portion of Lot 12, Moreno Military Reservation survey of lots, Destin, Florida described as the north 100 feet of the portion of Lot 12 lying west of Calhoun Avenue being all of the property described in those certain deeds from Tiler Calhoun, Trustee to the Grantors herein, recorded in Deed Book 33, page 487 and Deed Book 35, page 338, respectively, and being part of the property described in that certain Deed between hex Woodard and the Grantor herein recorded in Deed Book 123, Page 228, in the Office of the Clerk of Circuit Court of Okaloosa County, Florida.

Contains 1.13 acres or 49,222.80 Sq. Ft. more or less.

Parcel Number 00-2S-22-0630-0000-1211



SURVEYOR'S NOTES:

1. THERE MAY BE EASEMENTS AND RESTRICTIONS OF RECORDS AND/OR PRIVATE AGREEMENTS NOT FURNISHED TO THIS SURVEYOR THAT MAY AFFECT PROPERTY RIGHTS AND/OR LAND USE RIGHTS OF THE LANDS SHOWN HEREON.
2. NO UNDERGROUND INSTALLATIONS, FOUNDATION FOOTINGS OR UTILITIES HAVE BEEN LOCATED EXCEPT AS NOTED.
3. BASED ON THE NATIONAL FLOOD INSURANCE PROGRAM "TRIAL" MAP COMMUNITY - PLAIN, NUMBER 12291094694, DATED DECEMBER 6, 2002, THE ABOVE DESCRIBED PROPERTY IS LOCATED IN ZONES AE (EL. 9), ZONE AE (EL. 8) AND ZONE X.
4. BEARINGS SHOWN HEREON ARE BASED ON THE EASTERLY BOUNDARY LINE OF PARCEL 00-2S-22-0630-0000-1210, HAVING A DECDED BEARING OF N 27°55'10" E.
5. EXPECTED USE OF THE SITE IS FOR RESIDENTIAL AND THE ACCURACIES FOR CLOSURE WERE EXCEEDED FOR A SUBURBAN OR DELTIONS FROM THIS SURVEY WITHOUT CONSENT FROM SIGNING PARTY.
6. ELEVATIONS ARE RELATIVE TO NORTH AMERICAN VERTICAL DATUM OF 1983. CONTOUR INTERVALS ARE ONE FOOT.

LEGEND

REF = REFERENCE DIMENSION

CONC. = CONCRETE

(D) = DEED MEASURE

(M) = METRIC MEASURE

OP = POWER POLE

TL = TOLERANCE

LB = LICENSE BUSINESS

IR = IRON ROD

RM = ROUND MONUMENT

BM = BENCHMARK

WM = WATER METER

FW = FIRE HYDRANT

OW = OVERHEAD WIRE

OW = OVERHEAD WIRE

OW = OVERHEAD WIRE

OW = OVERHEAD WIRE

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| REVISIONS |       |
|-----------|-------|
| Rev.      | Date: |
| Rev.      | Date: |
| Rev.      | Date: |
| Rev.      | Date: |

|              |                |
|--------------|----------------|
| Job No:      | 15-0303        |
| Cadd File:   | 15-0303.sabult |
| Field Date:  | 2/11/2018      |
| Drawn By:    | FBW/SS         |
| Field By:    | DW/SS          |
| Field Bk/Pg: | 99/05-09       |

**Sabult**  
Professional Surveyor  
Florida Registration #6178

ASBULT SURVEY  
FOR  
105 and 109 CALHOUN AVENUE  
DESTIN, FLORIDA 32541  
EMERALD COAST BUILDING CONTRACTORS, LLC  
RARE EARTH SURVEYING & MAPPING  
Professional Surveyor - Florida License Bureau No. 7350  
1400 NW 86th Street, Room 2025  
Fort Lauderdale, FL 33305



SITE DATA TABLE

PARCEL ID: 00-25-22-0630-0000-1211  
00-25-22-0630-0000-1210  
FLOOD ZONE: X & A\*  
ZONING: CMU  
EXISTING LANDUSE: RESIDENTIAL  
FUTURE LANDUSE: CMU  
TOTAL SITE AREA: 92,917.43 SF (2.133 AC)  
PROPOSED USE: RESTAURANT

PHASE 1 (COMPLETED)

IMPERVIOUS AREA ALLOWED: 75.0% MAX (69,688.07 SF)  
IMPERVIOUS AREA PROPOSED: 41.4% (36,439 SF)  
OPEN SPACE REQUIRED: 25.0% (23,229.36)  
OPEN SPACE PROPOSED: 58.6% (56,478 SF)  
F.A.R. ALLOWED: 0.50 (46,458.72 SF)  
F.A.R. PROPOSED: 0.063 (3,817 SF)  
BUILDING HEIGHT ALLOWED: 35 FT  
BUILDING HEIGHT PROPOSED: 20 FT  
BUILDING SETBACKS:  
REQUIRED:  
FRONT = 20 FEET  
BACK = 10 FEET  
SIDE = 7.5 FEET  
PROPOSED:  
FRONT = 368 FEET  
BACK = 48 FEET  
SIDE = 24 FEET  
PARKING REQUIRED:  
1 SPACE / 100 SF X 4,043 SF = 41 SPACES  
10% REDUCTION FOR PRESERVATION OF PROTECTED TREES (4 SPACES)  
20% REDUCTION FOR OFF-SITE SHARED PARKING (8 SPACES)  
10% REDUCTION FOR BIKE PARKING (4 SPACES)  
15% MAX REDUCTION FOR BOAT PARKING (6 SPACES)  
PARKING REQUIRED = 41 - 4 - 8 - 4 - 6 = 19 SPACES  
PARKING PROVIDED = 72 SPACES (INCLUDING 4 H.C. SPACES)

PHASE 2 (NOT BUILT)

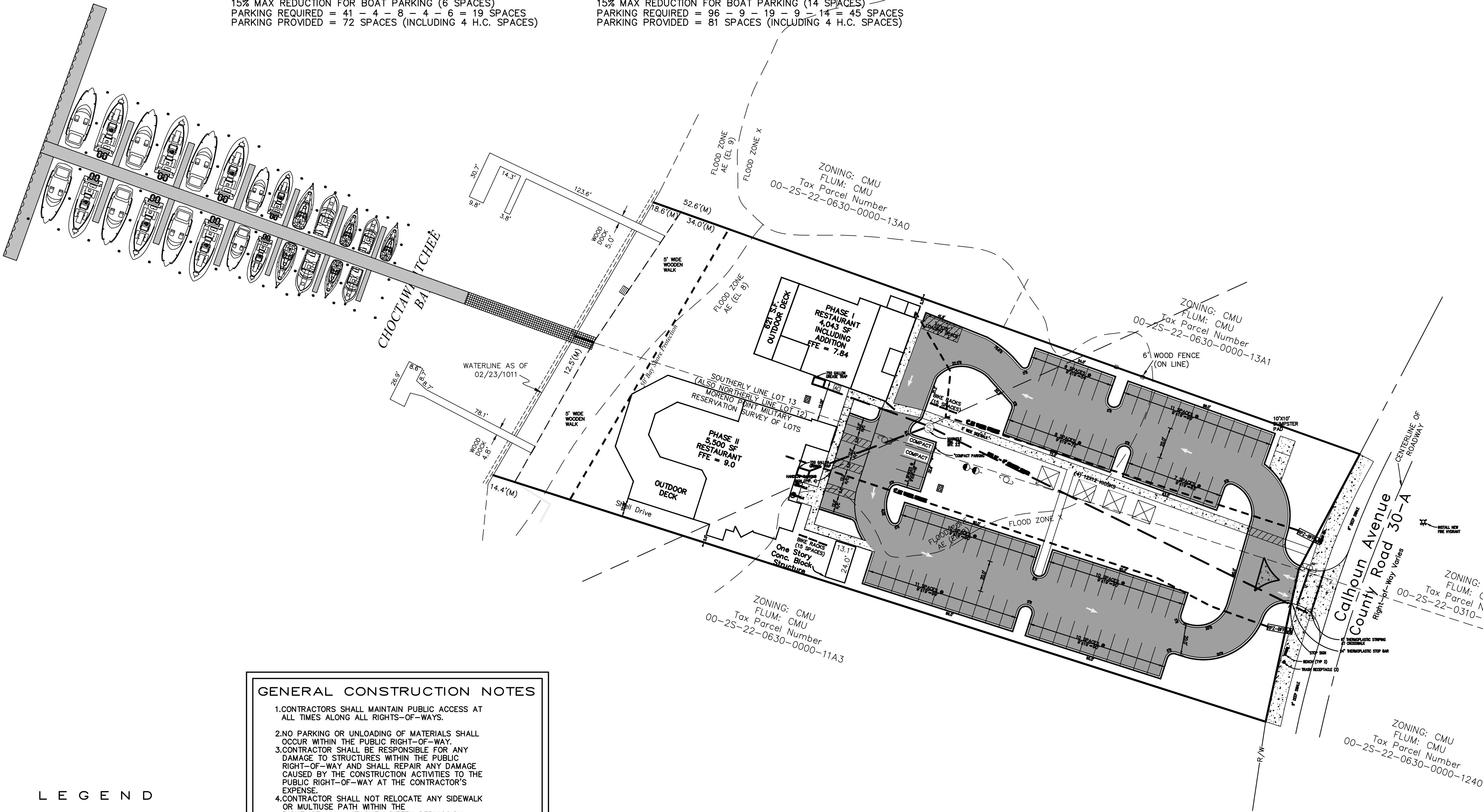
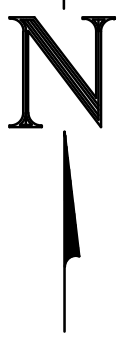
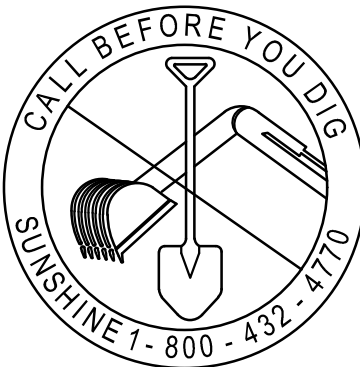
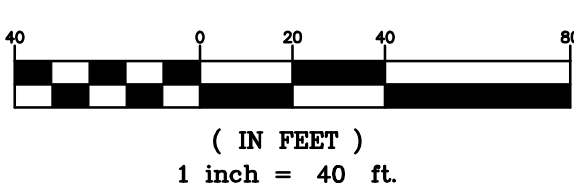
IMPERVIOUS AREA ALLOWED: 75.0% MAX (69,688.07 SF)  
IMPERVIOUS AREA PROPOSED: 45.1% (41,939 SF)  
OPEN SPACE REQUIRED: 25.0% (23,229.36)  
OPEN SPACE PROPOSED: 54.9% (50,978 SF)  
F.A.R. ALLOWED: 0.50 (46,458.72 SF)  
F.A.R. PROPOSED: 0.099 (9,217 SF)  
BUILDING HEIGHT ALLOWED: 35 FT  
BUILDING HEIGHT PROPOSED: 20 FT  
BUILDING SETBACKS:  
REQUIRED:  
FRONT = 20 FEET  
BACK = 10 FEET  
SIDE = 7.5 FEET  
PROPOSED:  
FRONT = 368 FEET  
BACK = 48 FEET  
SIDE = 24 FEET  
PARKING REQUIRED:  
1 SPACE / 100 SF X 9,543 SF = 96 SPACES  
10% REDUCTION FOR PRESERVATION OF PROTECTED TREES (9 SPACES)  
20% REDUCTION FOR OFF-SITE SHARED PARKING (19 SPACES)  
10% REDUCTION FOR BIKE PARKING (9 SPACES)  
15% MAX REDUCTION FOR BOAT PARKING (14 SPACES)  
PARKING REQUIRED = 96 - 9 - 19 - 9 - 14 = 45 SPACES  
PARKING PROVIDED = 81 SPACES (INCLUDING 4 H.C. SPACES)

MARINA PARKING REQUIRED:

NUMBER OF BOAT SLIPS:  
12 PRIVATE BOAT SLIPS, 1 SPACE/SLIP:  
13 CHARTER VESSELS X 2 (6 PASSENGERS OR LESS):  
CHARTER VESSEL CREW (13 SLIPS X 1.5 SPACES):  
PARKING REQUIRED:  
PARKING PROVIDED:

25  
12 SPACES  
26 SPACES  
20 SPACES  
58 SPACES  
81 SPACES (INCLUDING 4 H.C. SPACES)

GRAPHIC SCALE



GENERAL CONSTRUCTION NOTES

- 1.CONTRACTORS SHALL MAINTAIN PUBLIC ACCESS AT ALL TIMES ALONG ALL RIGHTS-OF-WAYS.
- 2.NO PARKING OR UNLOADING OF MATERIALS SHALL OCCUR WITHIN THE PUBLIC RIGHT-OF-WAY.
- 3.CONTRACTOR SHALL BE RESPONSIBLE FOR ANY DAMAGE TO STRUCTURES WITHIN THE PUBLIC RIGHT-OF-WAY AND SHALL REPAIR ANY DAMAGE CAUSED BY THE CONSTRUCTION ACTIVITIES TO THE PUBLIC RIGHT-OF-WAY AT THE CONTRACTOR'S EXPENSE.
- 4.CONTRACTOR SHALL NOT RELOCATE ANY SIDEWALK OR MULTISE PATH WITHIN THE RIGHT-OF-WAY WITHOUT WRITTEN PERMISSION FROM THE CITY ENGINEER.
- 5.ALL STOP SIGNS AND STOP BARS SHALL BE PLACED BETWEEN THE PROPERTY BOUNDARY AND THE MULTI-USE PATH AS TO FACILITATE THE TRAFFIC STOPPING BEFORE THE MULTI-USE PATH.
- 6.CONTRACTOR SHALL MARK ALL CROSSWALKS AND MULTI-USE PATH CROSSINGS TO INDICATE THEM AS A PEDESTRIAN PATHWAY AFTER THE FINAL DREWAY IS IN PLACE.
- 7.ALL LANDSCAPING WITHIN THE RIGHT-OF-WAY SHALL CONSIST OF DROUGHT TOLERANT SPECIES.

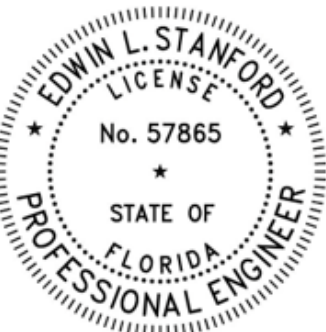
GENERAL UTILITY NOTES

1. UTILIZE EXISTING GRAVITY SEWER FOR SERVICE TO PROPOSED RESTAURANTS.
2. INSTALL 1" PE WATER SERVICE TO EACH RESTAURANT BUILDING.
3. RELOCATE EXISTING WATER METER/SERVICE AS SHOWN ON DRAWINGS. INSTALL NEW REDUCED PRESSURE PRINCIPLE BACKFLOW PREVENTER WILKINS 975XL OR EQUAL AS APPROVED BY DESTIN WATER USERS, INC.

NOTE:  
ALL DIMENSIONS ARE TO FACE OF CURB  
UNLESS OTHERWISE NOTED.

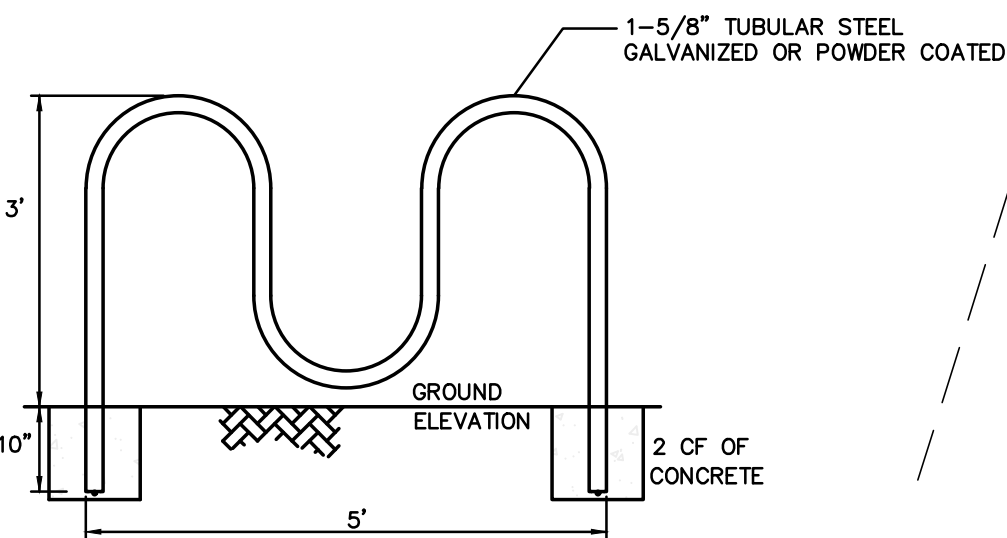
LEGEND

- PROPOSED BRICK PAVERS
- CONCRETE
- FIRE HYDRANT
- CATCH BASIN
- SANITARY SEWER MANHOLE
- SINGLE POLE SIGN
- MITERED END SECTION
- PROPOSED ASPHALT
- LIGHT POLE
- POWER POLE
- GUY ANCHOR
- TRAFFIC ARROW
- HANDICAP PARKING SPACE
- SANITARY SEWER CLEAN OUT
- STORM DRAIN MANHOLE



Edwin L. Stanford  
Digitally signed by Edwin L. Stanford  
Date: 2023.02.20 11:30:43 -06'00'

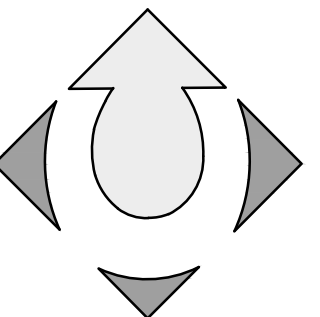
This item has been electronically signed and sealed by Edwin L. Stanford, PE on February 20, 2023 using a SHA authentication code. Printed copies of this document are not considered signed and sealed and the SHA authentication code must be verified on any electronic copies.



5 SPACE - TUBULAR BICYCLE RACK  
NO SCALE

CORE ENGINEERING & CONSULTING, INC.

CIVIL & ENVIRONMENTAL ENGINEERING  
3997 COMMONS DRIVE W.  
SUITE F  
DESTIN, FLORIDA 32541  
PHONE: (850) 650-2646  
FAX: (850) 837-1576  
WEB: WWW.CORECONSULTING.COM



Edwin L. Stanford, P.E.  
FL REG. NO. 57865

105 & 109 CALHOUN AVENUE  
DEVELOPMENT PLAN

MASTER SITE PLAN

Not valid unless bearing Engineer's embossed seal

|           |             |
|-----------|-------------|
| Job No.:  | 1800.11.001 |
| Date:     | 02/20/2023  |
| Scale:    | 1" = 30'    |
| Designed: | ELS         |
| Drawn By: | CES         |
| Checked:  | ELS         |
| Sheet:    | 1 of 1      |



February 23, 2023

Steve O'Connor  
City of Destin Community Development Director  
4200 Indian Bayou Trail  
Destin, FL 32541

Subject: 105/109 Calhoun Avenue  
Scallywag's Restaurant  
Traffic Analysis

Steve,

This letter has been written to confirm and clarify the traffic demand and distribution associated with the proposed development of 25 boat slips. The boat slips are intended for a mix of private dockage and inshore fishing charters 6 passengers or less.

Per ITE Code 420 (Marina) 6 trips will be generated by this development. As part of the original entitlements, a 4,043 square foot restaurant (Phase 1) and 5,500 square foot restaurant (Phase 2) were proposed. However, the 5,500 square foot restaurant has not been built. The trip generation associated with the Phase 2 restaurant are 54 trips (ITE 932, 9.77/1,000 s.f.).

The summary of impacts are presented below:

**Entitled and Unused Trips** **53.74 (54 trips)**

**Proposed Marina Trips** **5.25 (6 trips)**

Therefore, the proposed marina trip generation is less than the Phase 2 entitled use and meets concurrency. At the time of development, the Phase 2 building plans should be compared with the site plan/entitlements to confirm trip generation and concurrency.

If you have any questions regarding this letter or the proposed uses, please feel free to contact us.

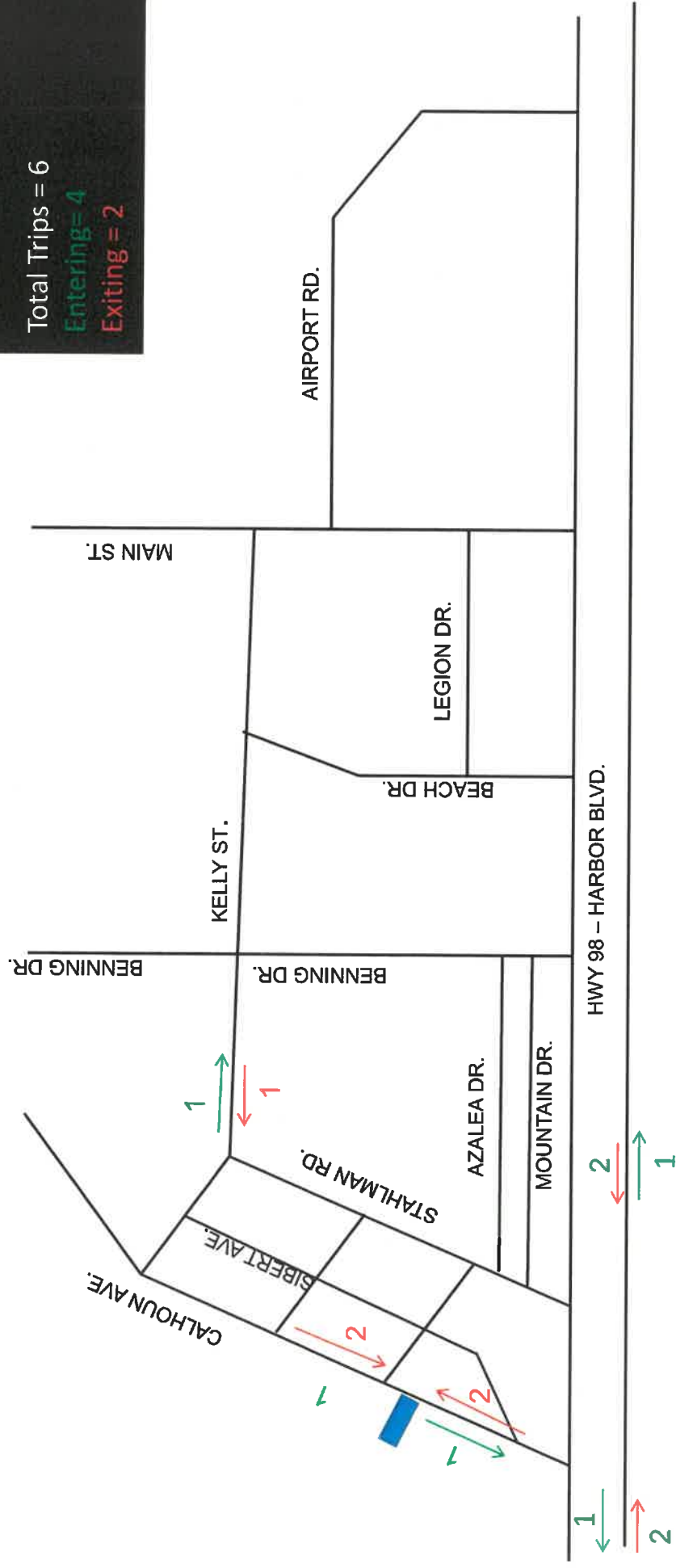
Sincerely,  
  
Edwin L. Stanford, P.E.  
CORE Engineering & Consulting, Inc.



3997 Commons Drive W. ■ Suite F ■ Destin, Florida 32541 ■ P 850.650.2646 ■ F 850.837.1576

# 105/109 Calhoun – TRAFFIC DISTRIBUTION

Net PM Peak Hour Trips  
Total Trips = 6  
Entering = 4  
Exiting = 2



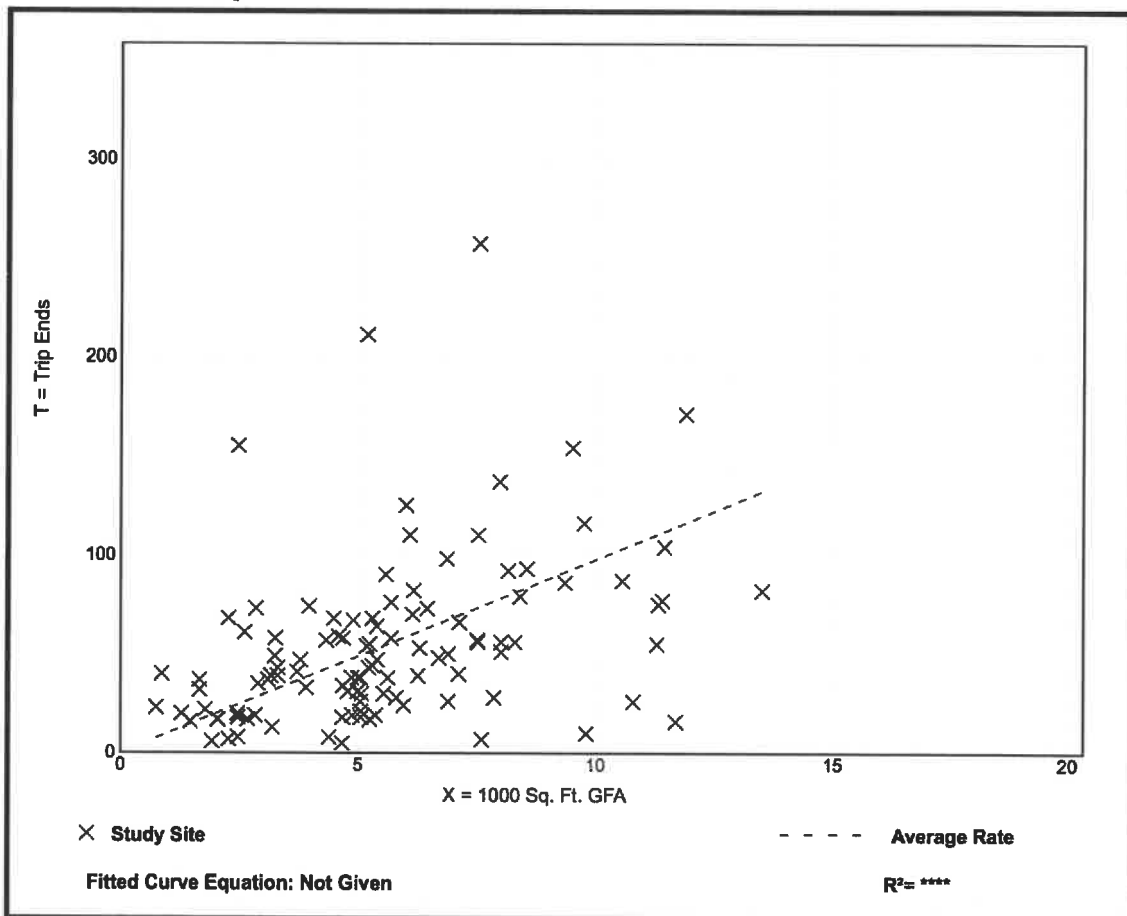
## High-Turnover (Sit-Down) Restaurant (932)

**Vehicle Trip Ends vs:** 1000 Sq. Ft. GFA  
**On a:** Weekday,  
 Peak Hour of Adjacent Street Traffic,  
 One Hour Between 4 and 6 p.m.  
**Setting/Location:** General Urban/Suburban  
 Number of Studies: 107  
 1000 Sq. Ft. GFA: 6  
 Directional Distribution: 62% entering, 38% exiting

### Vehicle Trip Generation per 1000 Sq. Ft. GFA

| Average Rate | Range of Rates | Standard Deviation |
|--------------|----------------|--------------------|
| 9.77         | 0.92 - 62.00   | 7.37               |

### Data Plot and Equation



## Marina (420)

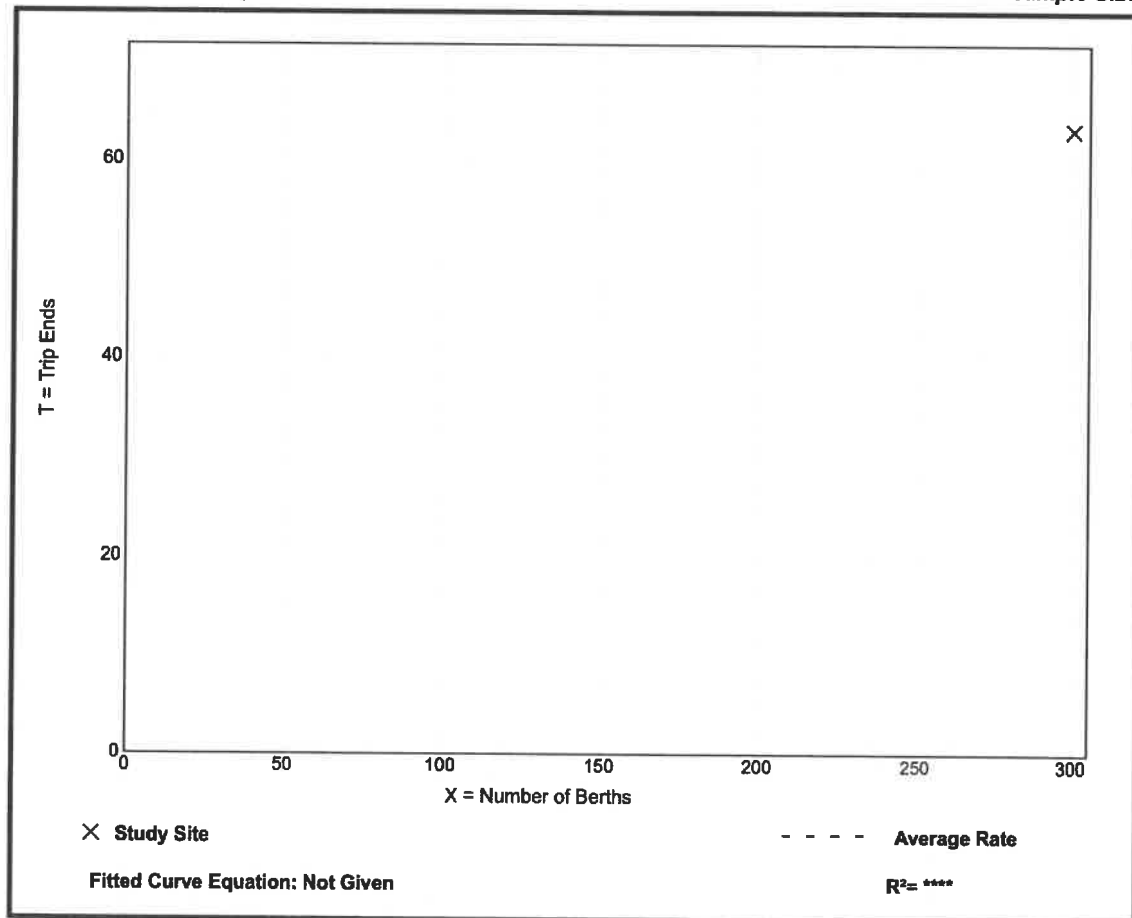
Vehicle Trip Ends vs: Berths  
On a: Weekday,  
Peak Hour of Adjacent Street Traffic,  
One Hour Between 4 and 6 p.m.  
Setting/Location: General Urban/Suburban  
Number of Studies: 1  
Avg. Num. of Berths: 300  
Directional Distribution: 60% entering, 40% exiting

### Vehicle Trip Generation per Berth

| Average Rate | Range of Rates | Standard Deviation |
|--------------|----------------|--------------------|
| 0.21         | 0.21 - 0.21    | *                  |

### Data Plot and Equation

*Caution – Small Sample Size*





January 11, 2023

Mr. Louis Zunguze  
City of Destin Community Development Director  
4200 Indian Bayou Trail  
Destin, FL 32541

Subject: 105/109 Calhoun Avenue  
Sallywag's Restaurant  
Parking Analysis

Mr. Zunguze,

This letter has been written to confirm and clarify the parking requirements associated with the approved development order and proposed development of 25 boat slips. The boat slips are intended for a mix of private dockage and inshore fishing charters 6 passengers or less.

Per the approved development order, the project was approved for the following:

|                 |                                                                                                         |
|-----------------|---------------------------------------------------------------------------------------------------------|
| <b>Phase I</b>  | 4,043 square foot restaurant (existing)<br>19 parking spaces required (incorporates parking reductions) |
| <b>Phase II</b> | 5,500 square foot restaurant (proposed)<br>45 parking spaces required (incorporates parking reductions) |

|                        |                                          |
|------------------------|------------------------------------------|
| Total Parking Required | 64                                       |
| Total Parking Provided | 81 (includes 2 ADA and 2 compact spaces) |

It should be noted that the Phase II restaurant planned for this development has not been built. Therefore, this letter will utilize the unused portion of the approved parking. Please note, the fishing charters will generally operate from 7 am to 5 pm and the restaurant operational hours will be 5 pm to 11 pm providing additional assurances the parking demand will not exceed the parking provided.

The demand for parking associated with the charter fishing vessels is per City of Destin LDC, Chapter 8.06, Table 8-6:

|                                |                                                                                                                                                          |
|--------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------|
| Number of slips:               | 25                                                                                                                                                       |
| Proposed Use:                  | 12 private boat slips, 13 - 6 passenger or fewer charter vessels                                                                                         |
| Required Parking:              | 12 private boat slips @ 1 space per slip<br>13 charter vessel slips @ 2 parking spaces per vessel<br>(passengers) + 1.5 parking spaces per vessel (crew) |
| <b>Total Parking Required:</b> | <b><math>12 \times 1 + 13 \times 2 + 13 \times 1.5 = 57.5</math> or 58 parking spaces</b>                                                                |



**Total parking spaced required:**      **58 + 19 = 77**  
**Total Parking Provided:**              **81 (includes 4 ADA and 2 compact spaces)**

As shown above, there is a parking demand of 77 spaces based on the existing 4,043 square foot restaurant and 25 boat slips. 81 spaces have been provided. **Therefore, the project supports the additional boat slips if the Phase I and boats have similar operational hours. This is considered a conservative approach. Note: a development order modification and analysis may be required when the second phase restaurant is developed.**

If you have any questions regarding this letter or the proposed uses, please feel free to contact us.

Sincerely,

A handwritten signature in black ink, appearing to read 'Edwin L. Stanford', with a stylized, flowing script.

Edwin L. Stanford, P.E.  
CORE Engineering & Consulting, Inc.

Return to: Jimmy R. Lung  
600 4<sup>th</sup> St.,  
Destin, Florida 32541

**CORRECTED WARRANTY DEED TO TRUSTEE**

THIS WARRANTY DEED Made this 21 day of December, 2012, by JIMMY R. LUNG AND WIFE, NORMA L. LUNG, Grantors, to HERON'S NEST, LLC (a Florida Limited Liability Company), as Trustee of THE 105 CALHOUN LAND TRUST (A Florida Land Trust) dated \_\_\_\_\_ with full power and authority, to protect, conserve, sell, lease, encumber or otherwise manage and dispose of said property pursuant to Florida Statute 689.071, Grantee, whose post office address is 600 4<sup>th</sup> St., Destin, Florida 32541.

WITNESSETH: That the Grantor, for and in consideration of the sum of \$10.00 and other valuable consideration, receipt whereof is hereby acknowledged hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the Grantee all the certain land situated in Okaloosa County, Florida viz:

A portion of Lot 12, Moreno Military Reservation survey of Lots, Destin, Florida described as THE north 100 feet of the portion of LOT 12 LYING west of CALHOUN avenue, being all of the property described in those certain deeds from Tyler Calhoun, Trustee to the Grantors herein, recorded in Deed Book 33, page 487 and Deed Book 35, page 339, respectively; and being part of the property described in that certain Deed between Inex Woodard and the Grantor herein recorded in Deed Book 123, Page 228, in the Office of the Clerk of Circuit Court of Okaloosa County, Florida.

Parcel No. 00-2S-22-0630-0000-1211 a/k/a 105 Calhoun Ave., Destin, Florida 32541,

The above described property is not the homestead of the Grantors.

TOGETHER with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD, the same in fee simple forever.

AND THE GRANTOR hereby covenants with said Grantee that the Grantor is lawfully seized of said land in fee simple; that the Grantor has good right and lawful authority to sell and convey said land; that the Grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whatsoever; and that said land is free of all encumbrances, except taxes accruing subsequent to December 31, 2012.

THE INTEREST of the beneficiaries under said Trust is personal property. Persons dealing with Trustee are not obligated to look to the application of purchase monies. The interest of the beneficiaries is solely in the rights, proceeds and avails of Trust Property, not in the title, legal or equitable, of said real estate. The liability of the Trustee under this deed and the trust Agreement is limited to the assets of the trust and the Trustee hereunder has no personal liability whatsoever.

IN THE EVENT of death of the Trustee the following persons are nominated successor trustees in order of their listings. The filing of a death certificate of the original Trustee, along with an Affidavit of Acceptance by the First Successor Trustee shall be effective to vest title to him. Filing of a death certificate of a Successor Trustee or an Affidavit of Acceptance by an Alternate Successor Trustee, along with an Affidavit of Acceptance by an Alternate Successor shall be effective to vest title in such Alternate Successor Trustee.

SUCCESSOR CO-TRUSTEES: DONNA M. PRINGLE and WAYNE LUNG

IN WITNESS WHEREOF, the said Grantor has signed and sealed these presents the day and year first above written.

SIGNED, SEALED & DELIVERED:  
WITNESSES:

Bryan Pringle  
Print Name BRYAN PRINGLE  
Bobbette Tummanee  
Print Name BABBETE TUMMANEE

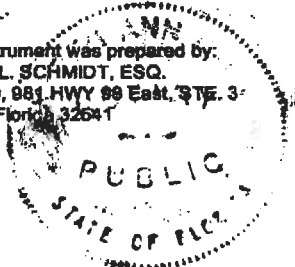
Jimmy R. Lung L.S.  
JIMMY R. LUNG  
Norma L. Lung L.S.  
NORMA L. LUNG

STATE OF FLORIDA )  
COUNTY OF OKALOOSA )

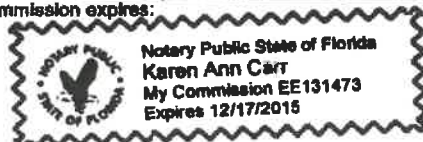
I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the state and county aforesaid to take acknowledgments personally appeared JIMMY R. LUNG and NORMA L. LUNG, who are personally known to me or who has produced \_\_\_\_\_ as identification and who executed the foregoing instrument and they acknowledged before me that they executed same.

WITNESS my hand and official seal in the County and state aforesaid this 21 day of December, 2012.

This instrument was prepared by:  
JAMES L. SCHMIDT, ESQ.  
Unit 240, 981 HWY 99 East, STE. 3  
Destin, Florida 32541



Karen Ann Carr  
Notary Public  
Print Name Karen Ann Carr  
My Commission expires:



Return to: Jimmy R. Lung  
600 4<sup>th</sup> St.,  
Destin, Florida 32541

**CORRECTED WARRANTY DEED TO TRUSTEE**

THIS WARRANTY DEED Made this 21 day of December, 2012, by JIMMY R. LUNG AND WIFE, NORMA L. LUNG, Grantors, to HERON'S NEST, LLC (a Florida Limited Liability Company), as Trustee of THE 109 CALHOUN LAND TRUST (A Florida Land Trust) dated \_\_\_\_\_ with full power and authority, to protect, conserve, sell, lease, encumber or otherwise manage and dispose of said property pursuant to Florida Statute 689.071, Grantee, whose post office address is 600 4<sup>th</sup> St., Destin, Florida 32541.

WITNESSETH: That the Grantor, for and in consideration of the sum of \$10.00 and other valuable consideration, receipt whereof is hereby acknowledged hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the Grantee all the certain land situated in Okaloosa County, Florida viz:

A portion of Lot 13, Moreno Military Reservation Survey of Lots, Destin, Florida described as: Begin at the SE corner of said Lot 13, thence N 27° 55' 10" E along Calhoun Avenue 83 feet, thence N 70° 12' W 500 feet, more or less, to Choctawhatchee Bay; thence Southwesterly along shoreline 100 feet, more or less, to a point where a line bearing N 72° 08' 50" W from the Point of Beginning intersects the shoreline; thence S 72° 08' 50" E 500 feet, more or less, to the Point of Beginning, together with improvements thereon.

**SUBJECT TO RESTRICTIONS AND EASEMENTS OF RECORD.**

Parcel No. 00-2S-22-0630-0000-1210 a/k/a 109 Calhoun Ave., Destin, Florida 32541,

The above described property is not the homestead of the Grantors.

TOGETHER with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD, the same in fee simple forever.

AND THE GRANTOR hereby covenants with said Grantee that the Grantor is lawfully seized of said land in fee simple; that the Grantor has good right and lawful authority to sell and convey said land; that the Grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whosever; and that said land is free of all encumbrances, except taxes accruing subsequent to December 31, 2012.

THE INTEREST of the beneficiaries under said Trust is personal property. Persons dealing with Trustee are not obligated to look to the application of purchase monies. The interest of the beneficiaries is solely in the rights, proceeds and avails of Trust Property, not in the title, legal or equitable, of said real estate. The liability of the Trustee under this deed and the trust Agreement is limited to the assets of the trust and the Trustee hereunder has no personal liability whatsoever.

IN THE EVENT of death of the Trustee the following persons are nominated successor trustees in order of their listings. The filing of a death certificate of the original Trustee, along with an Affidavit of Acceptance by the First Successor Trustee shall be effective to vest title to him. Filing of a death certificate of a Successor Trustee or an Affidavit of Acceptance by an Alternate Successor Trustee, along with an Affidavit of Acceptance by an Alternate Successor shall be effective to vest title in such Alternate Successor Trustee.

**SUCCESSOR CO-TRUSTEES: DONNA M. PRINGLE and WAYNE LUNG**

IN WITNESS WHEREOF, the said Grantor has signed and sealed these presents the day and year first above written.

SIGNED, SEALED & DELIVERED:  
WITNESSES:

Bryan Pringle  
Print Name BRYAN PRINGLE  
Babbette Tumannee  
Print Name BABBETE TUMMANEE

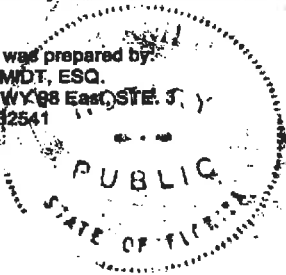
Jimmy R. Lung L.S.  
JIMMY R. LUNG  
Norma L. Lung L.S.  
NORMA L. LUNG

STATE OF FLORIDA )  
COUNTY OF OKALOOSA )

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the state and county aforesaid to take acknowledgments personally appeared JIMMY R. LUNG and NORMA L. LUNG, who are personally known to me or who has produced \_\_\_\_\_ as identification and who executed the foregoing instrument and they acknowledged before me that they executed same.

WITNESS my hand and official seal in the county and state aforesaid this 21 day of December 2012

This instrument was prepared by:  
JAMES L. SCHMIDT, ESQ.  
Unit 240, 981 HWY 98 East, STE. 51  
Destin, Florida 32541



Karen Ann Carr  
Notary Public  
Print Name Karen Ann Carr  
My Commission expires \_\_\_\_\_  
Notary Public State of Florida  
Karen Ann Carr  
My Commission EE131473  
Expires 12/17/2015



**AGENT AFFIDAVIT  
SPECIAL POWER OF ATTORNEY**

KNOWN ALL MEN BY THESE PRESENTS, THAT I, Wayne Lung/Heron's Nest, LLC am  
presently the owner and/or leaseholder at 105 & 109 Calhoun Avenue, and desiring  
to execute a Special Power of Attorney, have made, constituted and appointed, and by these presents do  
make, constitute and appoint Ed Stanford/Core Engineering & Consulting, Inc.  
whose address is 3997 Commons Drive W, Suite E, County of Okaloosa, State of FL,  
my Attorney-in-Fact to act as follows, GIVING AND GRANTING unto said attorney full power to act as  
my agent in any and all matters pertaining to: Development Orders/Permitting.

FURTHER, I do authorize the aforesaid Attorney-in-Fact to perform all necessary acts in the execution of  
the aforesaid authorization with the same validity as I could effect if personally present. Any act or thing  
lawfully done hereunder by the said attorney shall be binding on myself and my heirs, legal and personal  
representative, and assigns.

PROVIDED; however, that any and all transactions conducted hereunder for me or for my account shall be  
transacted in my name, and that all endorsements and instruments executed by the said attorney for the  
purpose of carrying out the foregoing powers shall contain my name, followed by that of my said attorney  
and the designation "Attorney-in-Fact."

OWNER

Wayne Lung  
Signature

Wayne Lung

Printed Name

STATE OF Florida

COUNTY OF Okaloosa

The foregoing instrument was acknowledged before me by means of physical presence ☒ or online

notarization, this 17 day of February, 2023, by  
(name of person acknowledging)

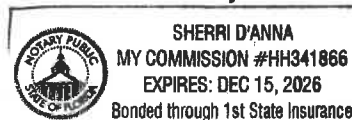
Wayne Lung

Sherri D'Anna  
Signature of Notary

Sherri D'Anna  
Printed Name of Notary or Seal

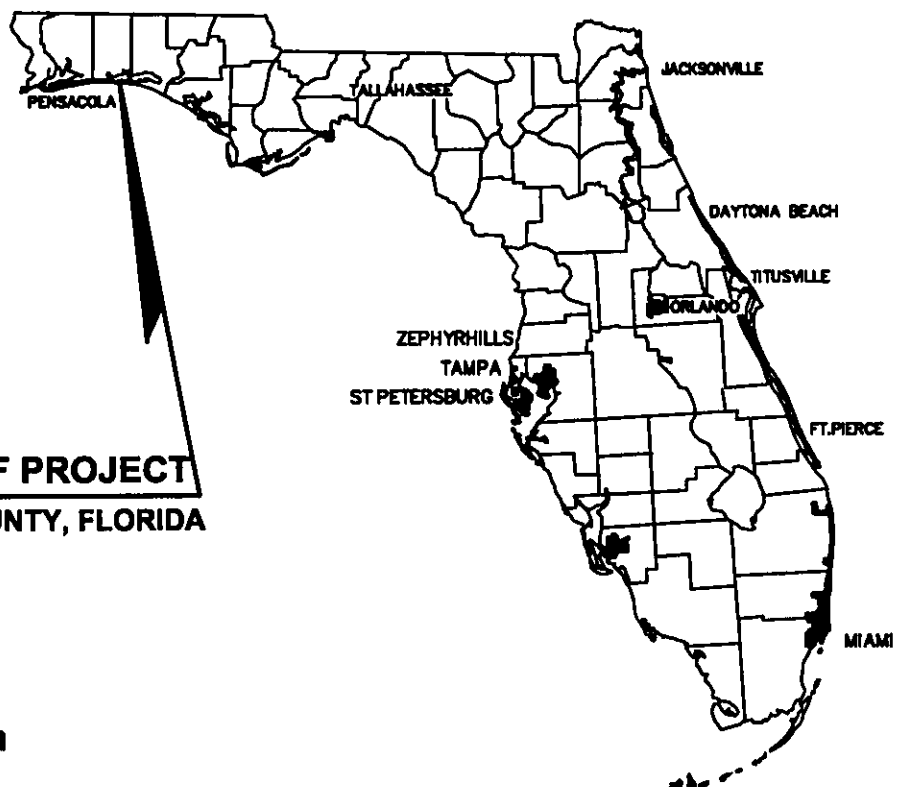
Personally known ☐ OR Produced Identification ☒

Type of Identification Produced FL DL



# SCALLYWAG'S PUB & GRUB

## MINOR TIER 1 DEVELOPMENT

| VICINITY MAP                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |  |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |  |
| <b>LOCATION OF PROJECT</b><br>OKALOOSA COUNTY, FLORIDA                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |  |
| Section: N/A<br>Township: 2 South<br>Range: 22 West                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |  |
| LEGAL DESCRIPTION                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |  |
| PARCEL 109 CALHOUN AVENUE:<br><br>A PORTION OF LOT 13, MORENO POINT MILITARY RESERVATION SURVEY OF LOTS DESCRIBED AS: BEGIN AT THE SE CORNER OF SAID LOT 13, THENCE N 27 DEG 55' 10" E ALONG CALHOUN AVENUE 83 FEET, THENCE N 70 DEG 12' W 500 FEET, MORE OR LESS, TO CHOCTAWHATCHEE BAY; THENCE SOUTHWESTERLY ALONG SHORELINE 100 FEET, MORE OR LESS, TO A POINT WHERE A LINE BEARING N 72 DEG 08' 50" W FROM THE POINT OF BEGINNING INTERSECTS THE SHORELINE; THENCE S 72 DEG 08' 50" E 500 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.<br><br>SAID PARCEL CONTAINS 0.96 ACRES, MORE OR LESS. |  |

### DUTY TO INDEMNIFY:

THE CONTRACTOR SHALL DEFEND, INDEMNIFY, KEEP AND SAVE HARMLESS THE OWNER AND ENGINEER AND THEIR RESPECTIVE MEMBERS, REPRESENTATIVES, AGENTS AND EMPLOYEES, IN BOTH INDIVIDUAL AND OFFICIAL CAPACITIES, AGAINST ALL SUITS, CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING ATTORNEY'S FEES, CAUSED BY, GROWING OUT OF, OR INCIDENTAL TO THE PERFORMANCE OF THE WORK UNDER THE CONTRACT BY THE CONTRACTOR OR ITS SUBCONTRACTORS TO THE FULL EXTENT AS ALLOWED BY THE LAWS OF THE STATE OF FLORIDA AND NOT BEYOND ANY EXTENT WHICH WOULD RENDER THESE PROVISIONS VOID OR UNENFORCEABLE. IN THE EVENT OF ANY SUCH INJURY (INCLUDING DEATH) OR LOSS OR DAMAGE, OR CLAIMS THEREFORE, THE CONTRACTOR SHALL GIVE PROMPT NOTICE TO THE OWNER.

### PREPARED FOR:

WAYNE LUNG  
600 FOURTH STREET  
DESTIN, FL 32541

### PREPARED BY:

#### CORE ENGINEERING & CONSULTING, INC.

CIVIL & ENVIRONMENTAL ENGINEERING  
3997 COMMONS DRIVE W PHONE (850) 650-2646  
SUITE F FAX (850) 837-1576  
DESTIN, FLORIDA 32541 CERTIFICATE OF AUTHORIZATION #21855

|              |              |
|--------------|--------------|
| DRAWN BY:    | CES          |
| CHECKED BY:  | ELS          |
| APPROVED BY: | ELS          |
| DATE:        | SEPT 12 2012 |
| PROJECT NO.  | 1800.11.001  |

### REVISIONS

| NO | DATE    | DESCRIPTION          | SHEETS |
|----|---------|----------------------|--------|
| 1  | 1/14/13 | CITY REVIEW COMMENTS |        |
| 2  | 3/5/13  | CITY REVIEW COMMENTS |        |
| 3  |         |                      |        |

### UTILITY CONTACT INFORMATION:

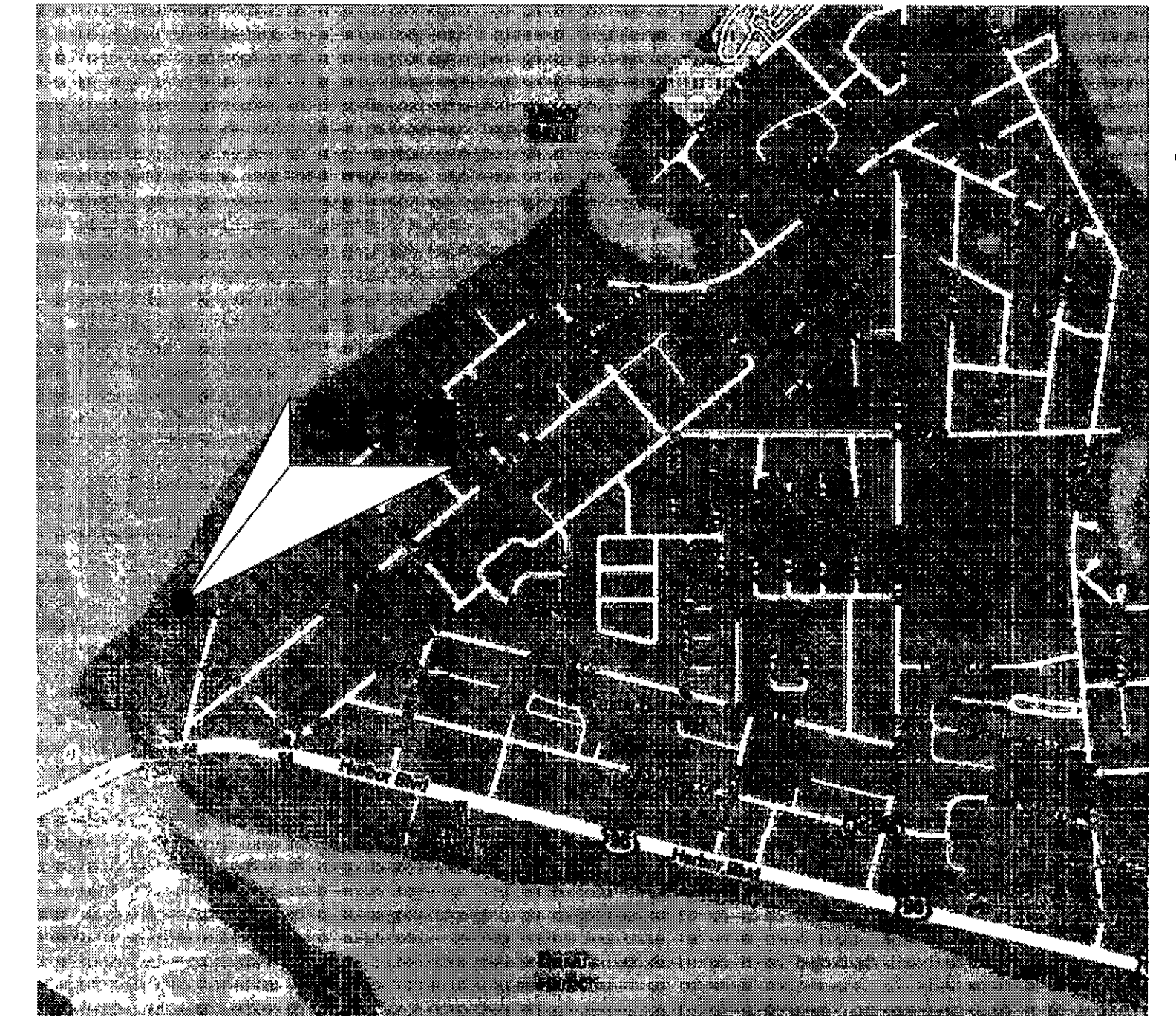
CONTRACTOR SHALL HAVE ALL EXISTING BURIED UTILITIES "LINE SPOTTED" BY CALLING 1-800-432-4770 "CALL SUNSHINE" OR BY CONTACTING LOCAL UTILITY COMPANIES

WATER & SEWER:  
DESTIN WATER USERS, INC.  
14 INDUSTRIAL PARK LANE  
DESTIN, FL 32541  
PHONE: (850) 837-6146

ELECTRICAL:  
GULF POWER  
ONE ENERGY PLACE  
PENSACOLA, FL 32520  
800-225-5797

TELEPHONE:  
SPRINT  
P.O. BOX 1778  
FT WALTON BEACH, FL 32549  
PHONE: (850) 664-3015

GAS:  
OKALOOSA GAS DISTRICT  
367 VALPARAISO BLVD.  
VALPARAISO, FL 32580  
PHONE: (850) 729-4700



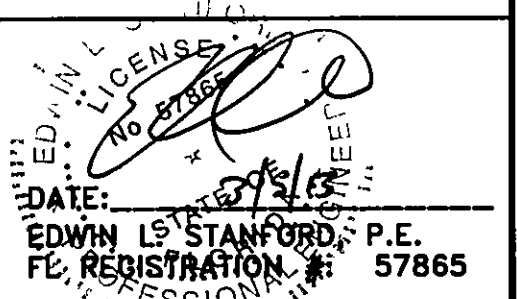
LOCATION MAP  
NOT TO SCALE

### INDEX OF DRAWINGS:

- COVER SHEET
- C1 EXISTING CONDITIONS
- C2 SITE PLAN - PHASE 1
- C3 SITE PLAN/UTILITY PLAN - PHASE 2
- C4 GRADING & DRAINAGE PLAN
- C5 MISC. DETAILS 1
- C6 SPECIFICATIONS 1
- C7 SPECIFICATIONS 2



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- PARCEL 109 CALHOUN AVENUE:**  
A PORTION OF LOT 13, MORENO POINT MILITARY RESERVATION SURVEY OF LOTS DESCRIBED AS. BEGIN AT THE SE CORNER OF SAID LOT 13, THENCE N 27° 55' 10" E ALONG CALHOUN AVENUE 83 FEET, THENCE N 70° 12' W 500 FEET, MORE OR LESS, TO CHOCTAWHATCHEE BAY; THENCE SOUTHWESTERLY ALONG SHORELINE 100 FEET, MORE OR LESS, TO A POINT WHERE A LINE BEARING N 72° 08' 50" W FROM THE POINT OF BEGINNING INTERSECTS THE SHORELINE; THENCE S 72° 08' 50" E 500 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

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Technical Review Team

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[illegible]



# GENERAL CONSTRUCTION NOTES

- 1 CONTRACTORS SHALL MAINTAIN PUBLIC ACCESS AT ALL TIMES ALONG ALL RIGHTS-OF-WAYS
- 2 NO PARKING OR UNLOADING OF MATERIALS SHALL OCCUR WITHIN THE PUBLIC RIGHT-OF-WAY
- 3 CONTRACTOR SHALL BE RESPONSIBLE FOR ANY DAMAGE TO STRUCTURES WITHIN THE PUBLIC RIGHT-OF-WAY AND SHALL REPAIR ANY DAMAGE CAUSED BY THE CONSTRUCTION ACTIVITIES TO THE PUBLIC RIGHT-OF-WAY AT THE CONTRACTOR'S EXPENSE
- 4 CONTRACTOR SHALL NOT RELOCATE ANY SIDEWALK OR MULTI-USE PATH WITHIN THE RIGHT-OF-WAY WITHOUT WRITTEN PERMISSION FROM THE CITY ENGINEER
- 5 ALL STOP SIGNS AND STOP BARS SHALL BE PLACED BETWEEN THE PROPERTY BOUNDARY AND THE MULTI-USE PATH AS TO FACILITATE THE TRAFFIC STOPPING BEFORE THE MULTI-USE PATH
- 6 CONTRACTOR SHALL MARK ALL CROSSWALKS AND MULTI-USE PATH CROSSING TO INDICATE THEM AS A PEDESTRIAN PATHWAY AFTER THE FINAL DRIVEWAY IS IN PLACE
- 7 ALL LANDSCAPING WITHIN THE RIGHT-OF-WAY SHALL CONSIST OF DROUGHT TOLERANT SPECIES

# GENERAL UTILITY NOTES

- 1 UTILIZE EXISTING GRAVITY SEWER FOR SERVICE TO PROPOSED RESTAURANTS
- 2 INSTALL 1" PE WATER SERVICE TO EACH RESTAURANT BUILDING
- 3 RELOCATE EXISTING WATER METER/SERVICE AS SHOWN ON DRAWINGS. INSTALL NEW REDUCED PRESSURE PRINCIPLE BACKFLOW PREVENTER WILKINS 975XL OR EQUAL AS APPROVED BY DESTIN WATER USERS, INC.

NOTE:  
ALL DIMENSIONS ARE TO FACE OF CURB  
UNLESS OTHERWISE NOTED.

# LEGEND

- PROPOSED BRICK PAVERS
- CONCRETE
- FIRE HYDRANT
- CATCH BASIN
- SANITARY SEWER MANHOLE
- SINGLE POLE SIGN
- MITERED END SECTION
- PROPOSED ASPHALT
- LIGHT POLE
- POWER POLE
- GUY ANCHOR
- TRAFFIC ARROW
- HANDICAP PARKING SPACE
- SANITARY SEWER CLEAN OUT
- STORM DRAIN MANHOLE

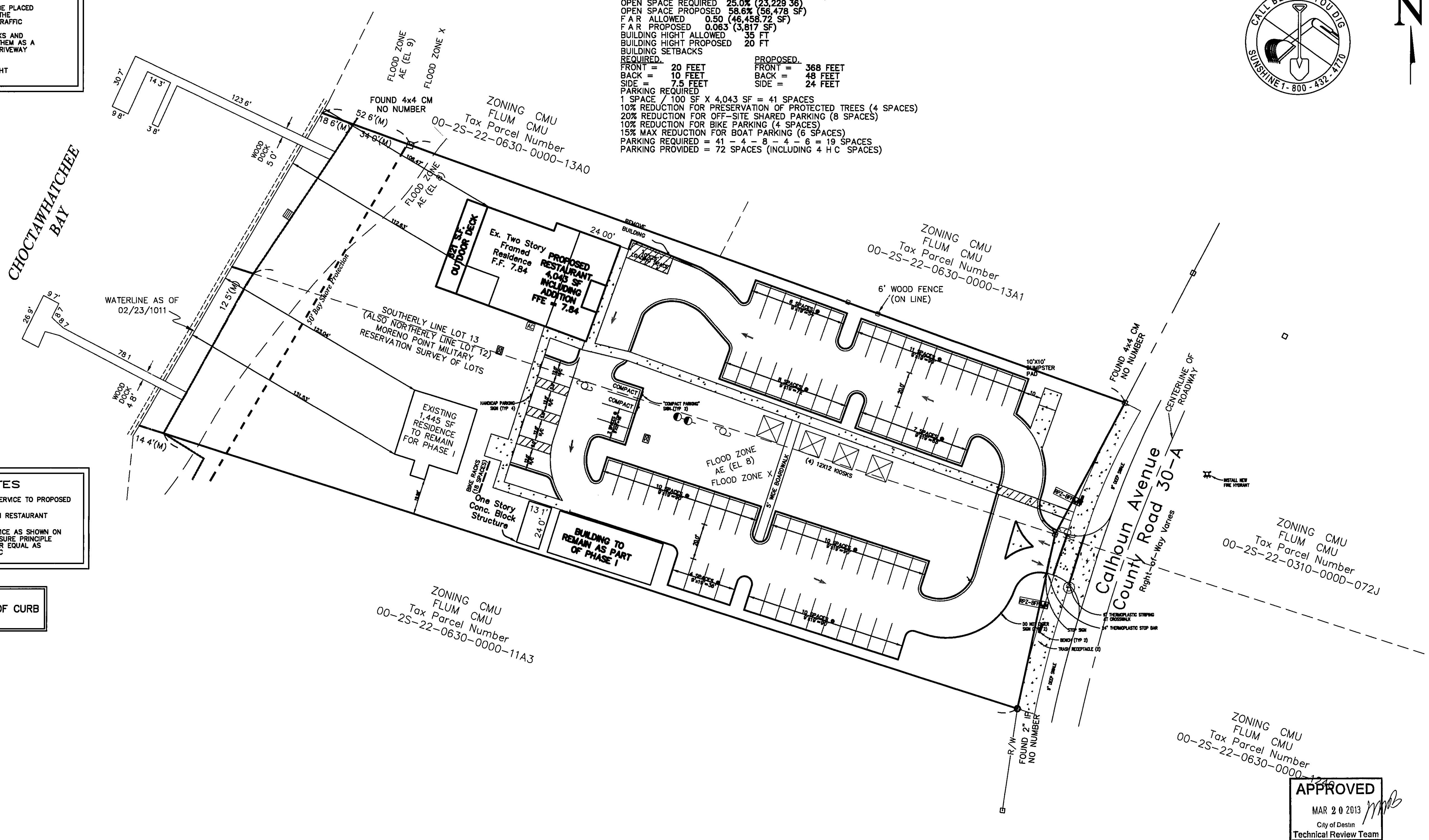
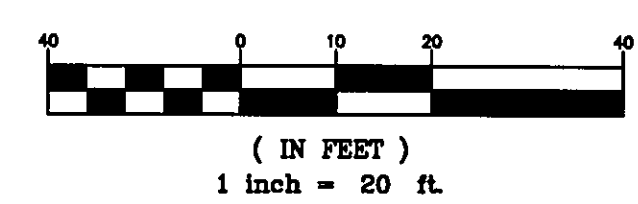
# SITE DATA TABLE

PARCEL ID 00-2S-22-0630-0000-1211  
FLOOD ZONE X & A\*  
ZONING CMU  
EXISTING LANDUSE 1 STORY RESIDENTIAL  
FUTURE LANDUSE CMU  
TOTAL SITE AREA 92,917.43 SF (2.133 AC)  
PROPOSED USE RESTAURANT

# PHASE 1

IMPERVIOUS AREA ALLOWED 75.0% MAX (69,688.07 SF)  
IMPERVIOUS AREA PROPOSED 41.4% (38,439 SF)  
OPEN SPACE REQUIRED 25.0% (23,229.36 SF)  
OPEN SPACE PROPOSED 58.6% (56,478 SF)  
FAR ALLOWED 0.50 (46,458.72 SF)  
FAR PROPOSED 0.063 (3,817 SF)  
BUILDING HEIGHT ALLOWED 35 FT  
BUILDING HEIGHT PROPOSED 20 FT  
BUILDING SETBACKS  
REQUIRED:  
FRONT = 20 FEET  
BACK = 10 FEET  
SIDE = 7.5 FEET  
PARKING REQUIRED  
1 SPACE / 100 SF X 4,043 SF = 41 SPACES  
10% REDUCTION FOR PRESERVATION OF PROTECTED TREES (4 SPACES)  
20% REDUCTION FOR OFF-SITE SHARED PARKING (8 SPACES)  
10% REDUCTION FOR BIKE PARKING (4 SPACES)  
15% MAX REDUCTION FOR BOAT PARKING (6 SPACES)  
PARKING REQUIRED = 41 - 4 - 8 - 4 - 6 = 19 SPACES  
PARKING PROVIDED = 72 SPACES (INCLUDING 4 H.C. SPACES)

# GRAPHIC SCALE

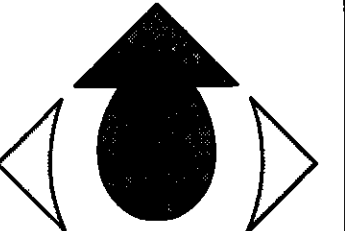


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MAR 20 2013  
City of Destin  
Technical Review Team

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CORE ENGINEERING & CONSULTING, INC.  
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3997 COMMONS DRIVE W  
SUITE F  
DESTIN, FLORIDA 32541  
PHONE (850) 650-2646  
FAX (850) 837-1576  
WEB WWW.CORECONSULTING.COM



EDWIN L. STANFORD, P.E.  
FL REG NO 57865

SCALLYWAG'S PUB & GRUB  
MINOR TIER 1 DEVELOPMENT  
PHASE I SITE PLAN  
Not valid unless bearing Engineer's embossed seal

Job No 180011.001  
Date 9/12/2012  
Scale 1" = 30'  
Designed ELS  
Drawn By CES  
Checked ELS  
Sheet 3 of 8

C-2

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# GENERAL CONSTRUCTION NOTES

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- 6 CONTRACTOR SHALL MARK ALL CROSSWALKS AND MULTIPLE PATH CROSSING TO INDICATE THEM AS A PEDESTRIAN PATHWAY AFTER THE FINAL DRIVEWAY IS IN PLACE
- 7 ALL LANDSCAPING WITHIN THE RIGHT-OF-WAY SHALL CONSIST OF DROUGHT TOLERANT SPECIES

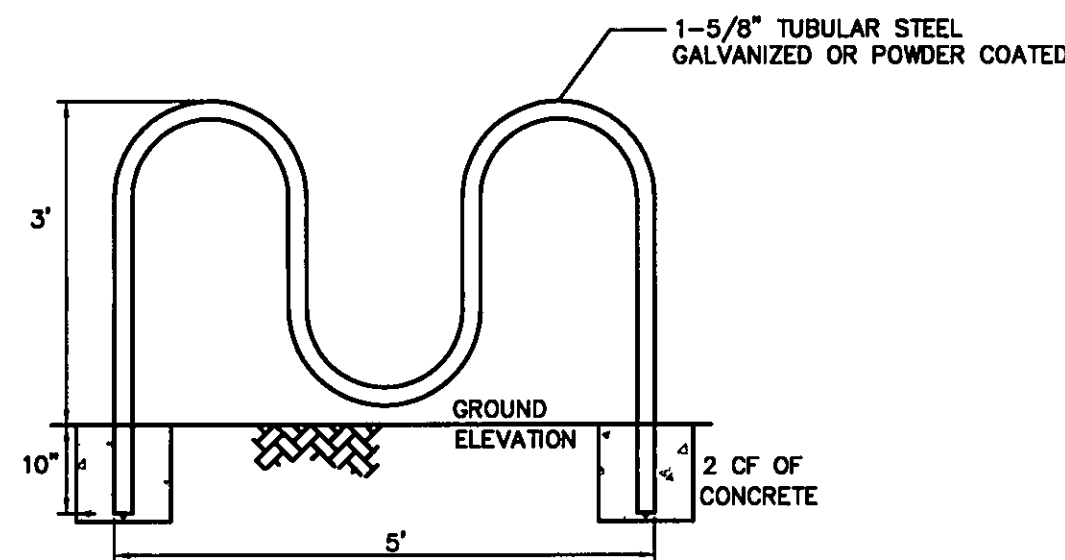
# GENERAL UTILITY NOTES

- 1 UTILIZE EXISTING GRAVITY SEWER FOR SERVICE TO PROPOSED RESTAURANTS
- 2 INSTALL 1" PE WATER SERVICE TO EACH RESTAURANT BUILDING
- 3 RELOCATE EXISTING WATER METER/SERVICE AS SHOWN ON DRAWINGS. INSTALL NEW REDUCED PRESSURE PRINCIPLE BACKFLOW PREVENTER WILKINS 9700L OR EQUAL AS APPROVED BY DESTIN WATER USERS, INC.

NOTE:  
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# LEGEND

- PROPOSED BRICK PAVERS
- CONCRETE
- FIRE HYDRANT
- CATCH BASIN
- SANITARY SEWER MANHOLE
- SINGLE POLE SIGN
- MITERED END SECTION
- PROPOSED ASPHALT
- LIGHT POLE
- POWER POLE
- GUY ANCHOR
- TRAFFIC ARROW
- HANDICAP PARKING SPACE
- SANITARY SEWER CLEAN OUT
- STORM DRAIN MANHOLE



5 SPACE - TUBULAR BICYCLE RACK  
NO SCALE

# SITE DATA TABLE

PARCEL ID 00-2S-22-0630-0000-1211  
00-2S-22-0630-0000-1210  
FLOOD ZONE X & A\*  
ZONING CMU  
EXISTING LANDUSE RESIDENTIAL  
FUTURE LANDUSE CMU  
TOTAL SITE AREA 92,917.43 SF (2.133 AC)  
PROPOSED USE RESTAURANT

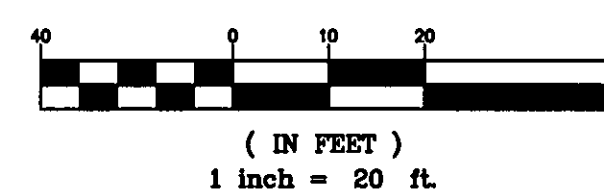
## PHASE 1

IMPERVIOUS AREA ALLOWED 75.0% MAX (69,688.07 SF)  
IMPERVIOUS AREA PROPOSED 41.4% (36,439 SF)  
OPEN SPACE REQUIRED 25.0% (23,229.36)  
OPEN SPACE PROPOSED 58.6% (56,478 SF)  
FAR ALLOWED 0.50 (46,458.72 SF)  
FAR PROPOSED 0.063 (3,817 SF)  
BUILDING HEIGHT ALLOWED 35 FT  
BUILDING HEIGHT PROPOSED 20 FT  
BUILDING SETBACKS REQUIRED  
FRONT = 20 FEET PROPOSED 368 FEET  
BACK = 10 FEET PROPOSED 48 FEET  
SIDE = 7.5 FEET PROPOSED 24 FEET  
PARKING REQUIRED  
1 SPACE / 100 SF X 4,043 SF = 41 SPACES  
10% REDUCTION FOR PRESERVATION OF PROTECTED TREES (4 SPACES)  
20% REDUCTION FOR OFF-SITE SHARED PARKING (8 SPACES)  
10% REDUCTION FOR BIKE PARKING (4 SPACES)  
15% MAX REDUCTION FOR BOAT PARKING (6 SPACES)  
PARKING REQUIRED = 41 - 4 - 8 - 4 - 6 = 19 SPACES  
PARKING PROVIDED = 72 SPACES (INCLUDING 4 H C SPACES)

## PHASE 2 (TOTAL SITE)

IMPERVIOUS AREA ALLOWED 75.0% MAX (69,688.07 SF)  
IMPERVIOUS AREA PROPOSED 45.1% (41,939 SF)  
OPEN SPACE REQUIRED 25.0% (23,229.36)  
OPEN SPACE PROPOSED 54.9% (50,978 SF)  
FAR ALLOWED 0.50 (46,458.72 SF)  
FAR PROPOSED 0.099 (9,217 SF)  
BUILDING HEIGHT ALLOWED 35 FT  
BUILDING HEIGHT PROPOSED 20 FT  
BUILDING SETBACKS REQUIRED  
FRONT = 20 FEET PROPOSED 368 FEET  
BACK = 10 FEET PROPOSED 48 FEET  
SIDE = 7.5 FEET PROPOSED 24 FEET  
PARKING REQUIRED  
1 SPACE / 100 SF X 9,543 SF = 96 SPACES  
10% REDUCTION FOR PRESERVATION OF PROTECTED TREES (9 SPACES)  
20% REDUCTION FOR OFF-SITE SHARED PARKING (19 SPACES)  
10% REDUCTION FOR BIKE PARKING (9 SPACES)  
15% MAX REDUCTION FOR BOAT PARKING (14 SPACES)  
PARKING REQUIRED = 96 - 9 - 19 - 9 - 14 = 45 SPACES  
PARKING PROVIDED = 83 SPACES (INCLUDING 4 H C SPACES)

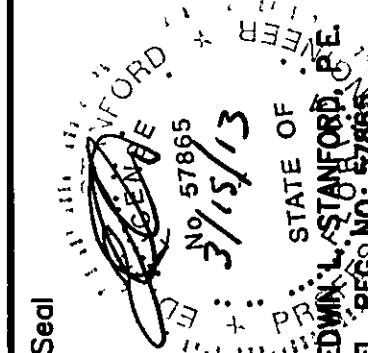
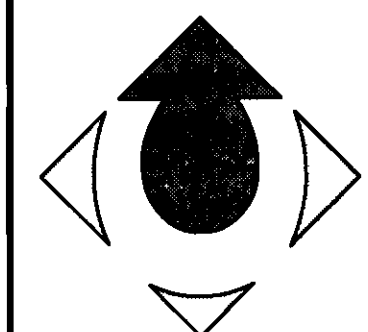
# GRAPHIC SCALE



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FAX (850) 837-1576  
WEB WWW.CORECONSULTING.COM

CERTIFICATE OF AUTHORIZATION NO 28155



SCALLYWAG'S PUB & GRUB  
MINOR TIER 1 DEVELOPMENT

PHASE II SITE PLAN

Not valid unless bearing Engineer's embossed seal

|          |            |
|----------|------------|
| Job No.  | 180011.001 |
| Date     | 9/12/2012  |
| Scale    | 1" = 30'   |
| Designed | ELS        |
| Drawn By | CES        |
| Checked  | ELS        |
| Sheet    | 4 of 8     |

C-3

APPROVED

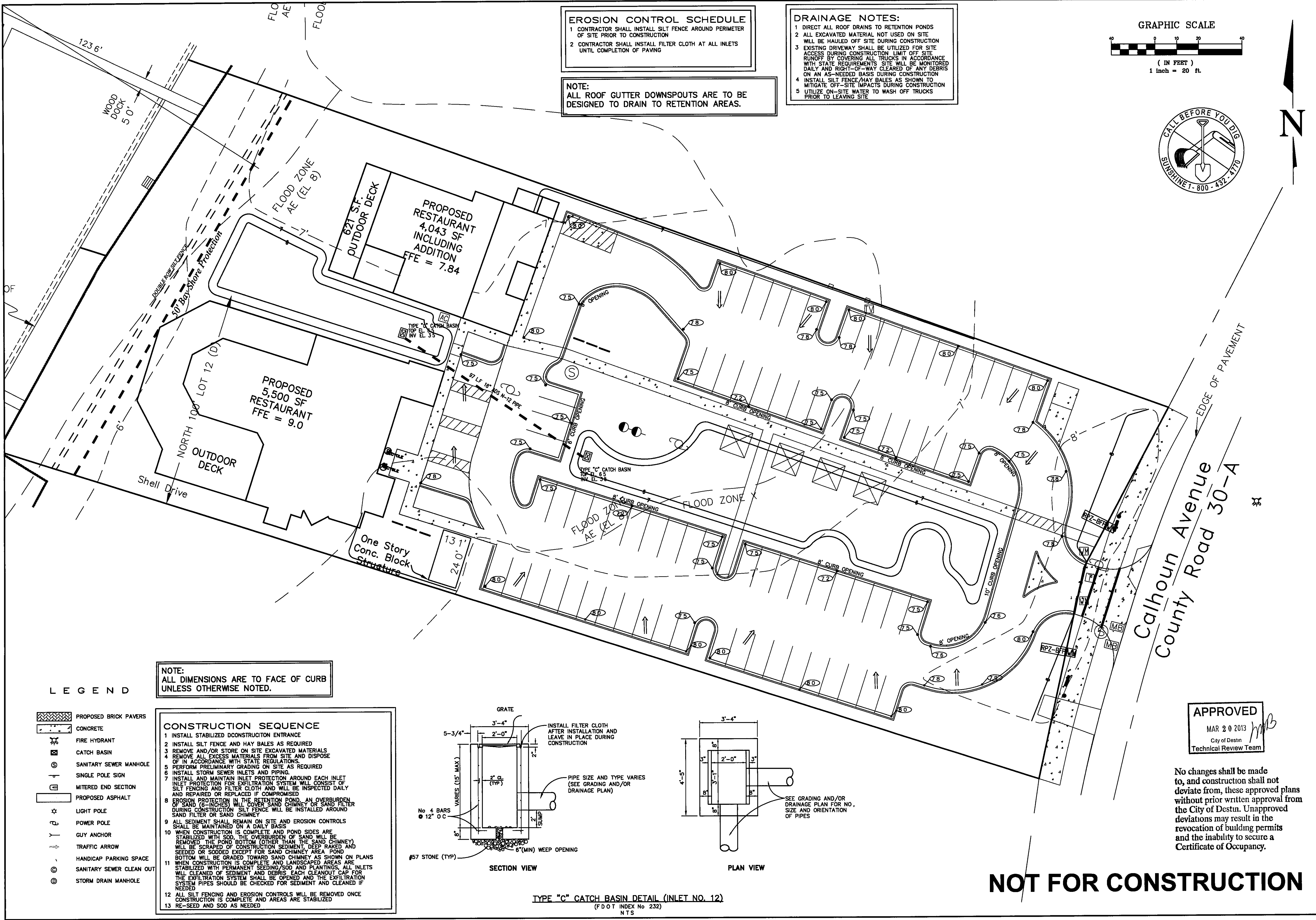
MAR 20 2013

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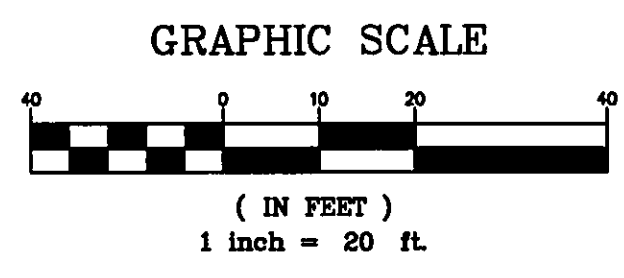




**EROSION CONTROL SCHEDULE**  
1 CONTRACTOR SHALL INSTALL SILT FENCE AROUND PERIMETER OF SITE PRIOR TO CONSTRUCTION  
2 CONTRACTOR SHALL INSTALL FILTER CLOTH AT ALL INLETS UNTIL COMPLETION OF PAVING

**DRAINAGE NOTES:**  
1 DIRECT ALL ROOF DRAINS TO RETENTION PONDS  
2 ALL EXCAVATED MATERIAL NOT USED ON SITE WILL BE HAULED OFF SITE DURING CONSTRUCTION  
3 EXISTING DRIVEWAY SHALL BE UTILIZED FOR SITE ACCESS DURING CONSTRUCTION. LIMIT OFF SITE RUNOFF BY COVERING ALL TRUCKS IN ACCORDANCE WITH STATE REQUIREMENTS. SITE WILL BE MONITORED DAILY AND RIGHT-OF-WAY CLEARED OF ANY DEBRIS ON AN AS-NEEDED BASIS DURING CONSTRUCTION  
4 INSTALL SILT FENCE/HAY BALES AS SHOWN TO MITIGATE OFF-SITE IMPACTS DURING CONSTRUCTION  
5 UTILIZE ON-SITE WATER TO WASH OFF TRUCKS PRIOR TO LEAVING SITE

**NOTE:**  
ALL ROOF GUTTER DOWNSPOUTS ARE TO BE DESIGNED TO DRAIN TO RETENTION AREAS.

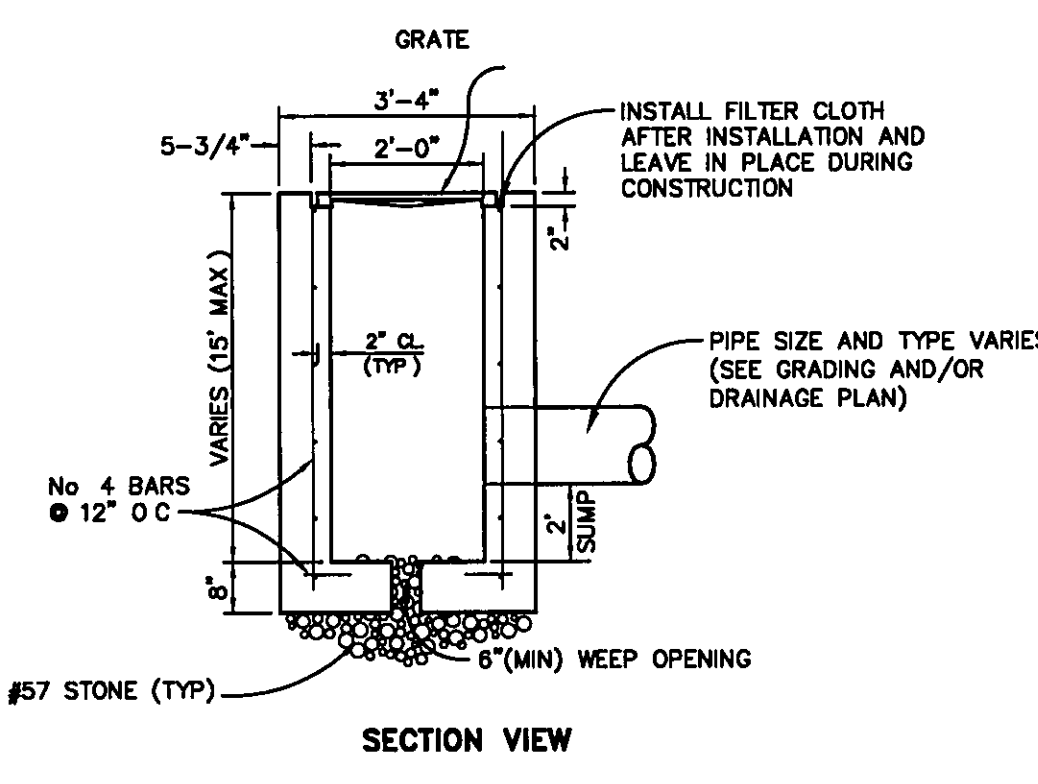


**LEGEND**

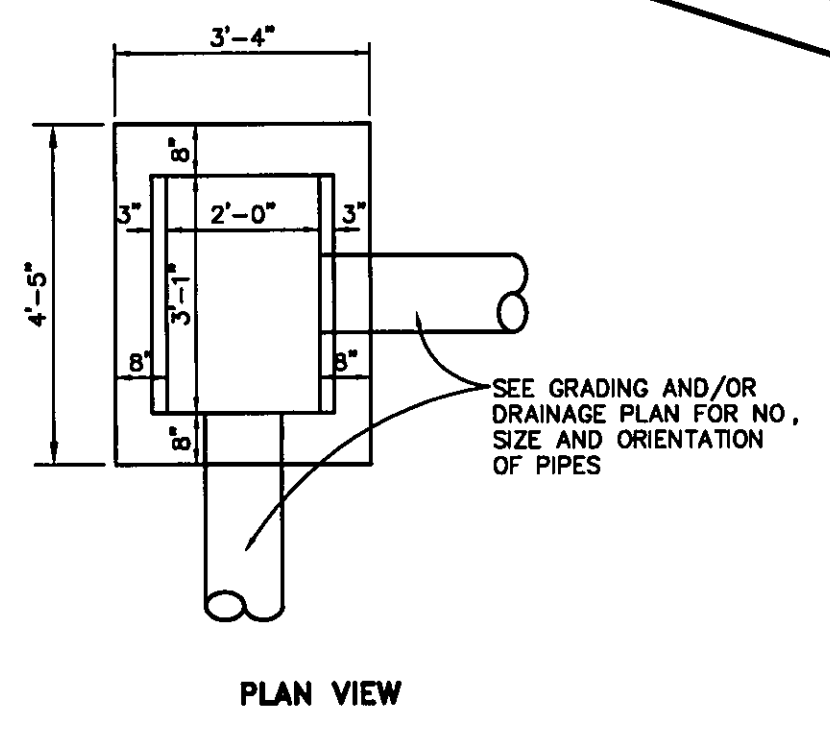
- PROPOSED BRICK PAVERS
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- STORM DRAIN MANHOLE

**NOTE:**  
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**CONSTRUCTION SEQUENCE**  
1 INSTALL STABILIZED CONSTRUCTION ENTRANCE  
2 INSTALL SILT FENCE AND HAY BALES AS REQUIRED  
3 REMOVE AND/OR STORE ON SITE EXCAVATED MATERIALS  
4 REMOVE ALL EXCESS MATERIALS FROM SITE AND DISPOSE OF IN ACCORDANCE WITH STATE REGULATIONS  
5 PERFORM PRELIMINARY GRADING ON SITE AS REQUIRED  
6 INSTALL STORM SEWER INLETS AND PIPING  
7 INSTALL AND MAINTAIN INLET PROTECTION AROUND EACH INLET  
8 EROSION PROTECTION FOR EXFILTRATION SYSTEM WILL CONSIST OF SILT FENCING AND FILTER CLOTH AND WILL BE INSPECTED DAILY AND REPAIRED OR REPLACED IF COMPROMISED  
9 EROSION PROTECTION IN THE RETENTION POND, AN OVERBURDEN OF SAND (6-INCHES) WILL COVER SAND CHIMNEY OR SAND FILTER DURING CONSTRUCTION SILT FENCE WILL BE INSTALLED AROUND SAND FILTER OR SAND CHIMNEY  
10 ALL SEDIMENT SHALL REMAIN ON SITE AND EROSION CONTROLS SHALL BE MAINTAINED ON A DAILY BASIS  
11 WHEN CONSTRUCTION IS COMPLETE AND POND SIDES ARE STABILIZED WITH SOD, THE OVERBURDEN OF SAND WILL BE REMOVED THE POND BOTTOM (OTHER THAN THE SAND CHIMNEY) WILL BE SCRAPED OF CONSTRUCTION SEDIMENT, DEEP RAKED AND SEEDED OR SODDED EXCEPT FOR SAND CHIMNEY AREA. POND BOTTOM WILL BE GRADED TOWARD SAND CHIMNEY AS SHOWN ON PLANS  
12 WHEN CONSTRUCTION IS COMPLETE AND LANDSCAPED AREAS ARE STABILIZED WITH PERMANENT SEEDING/SOD AND PLANTINGS, ALL INLETS WILL BE CLEANED OF SEDIMENT AND DEBRIS. EACH CLEANOUT CAP FOR THE EXFILTRATION SYSTEM SHALL BE OPENED AND THE EXFILTRATION SYSTEM PIPES SHOULD BE CHECKED FOR SEDIMENT AND CLEANED IF NEEDED  
13 ALL SILT FENCING AND EROSION CONTROLS WILL BE REMOVED ONCE CONSTRUCTION IS COMPLETE AND AREAS ARE STABILIZED  
14 RE-SEED AND SOD AS NEEDED



**TYPE "C" CATCH BASIN DETAIL (INLET NO. 12)**  
(F.D.O.T. INDEX NO. 232)  
N.T.S.



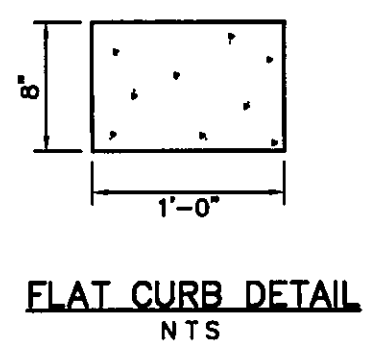
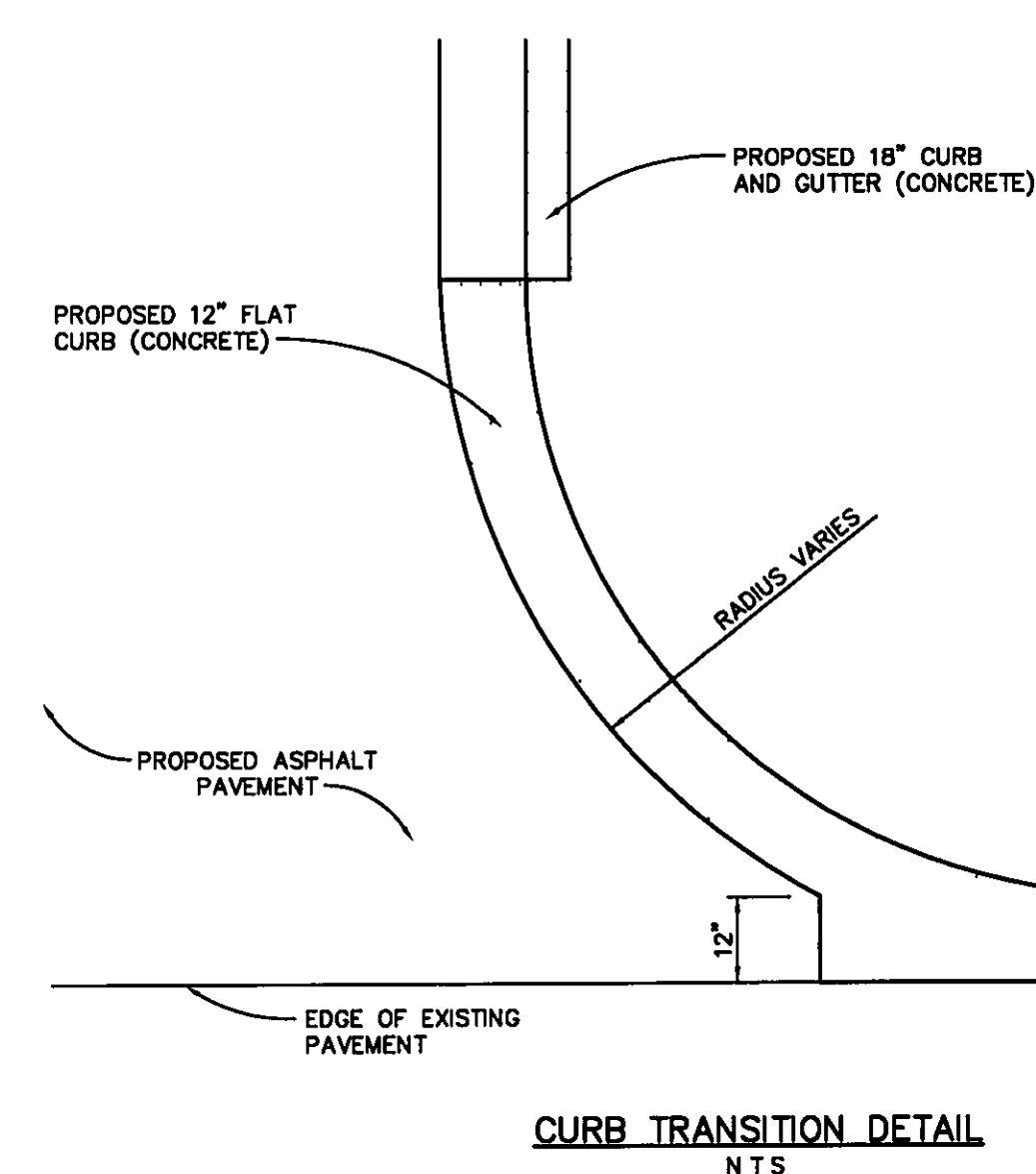
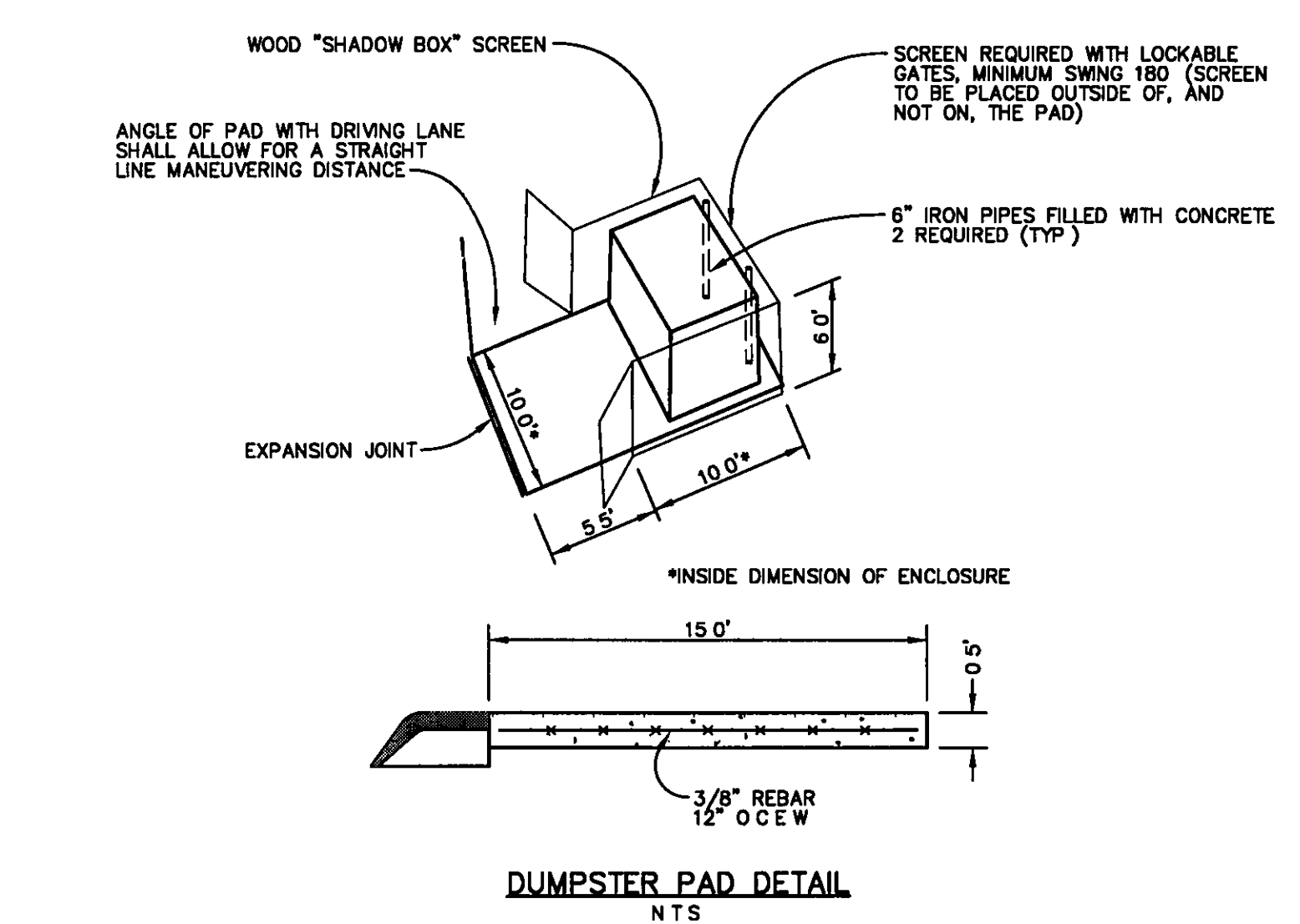
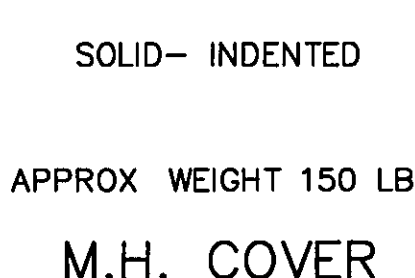
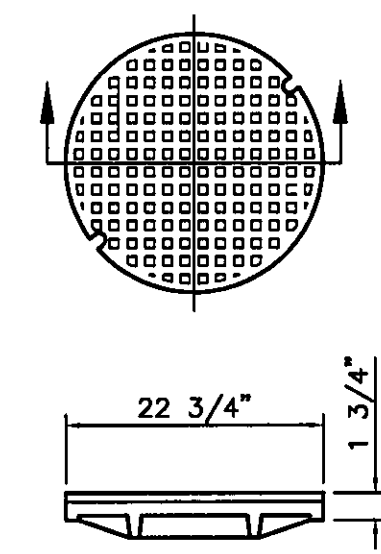
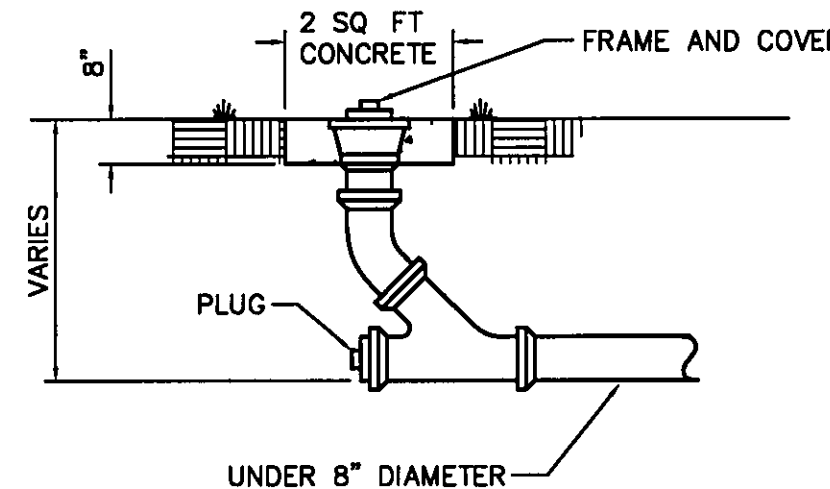
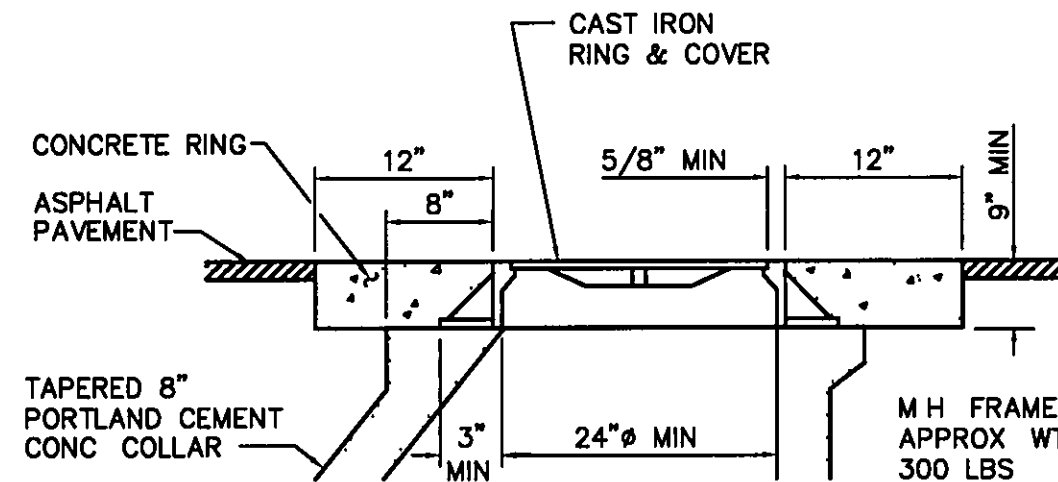
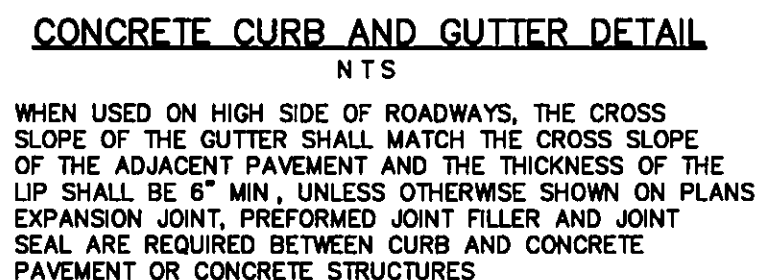
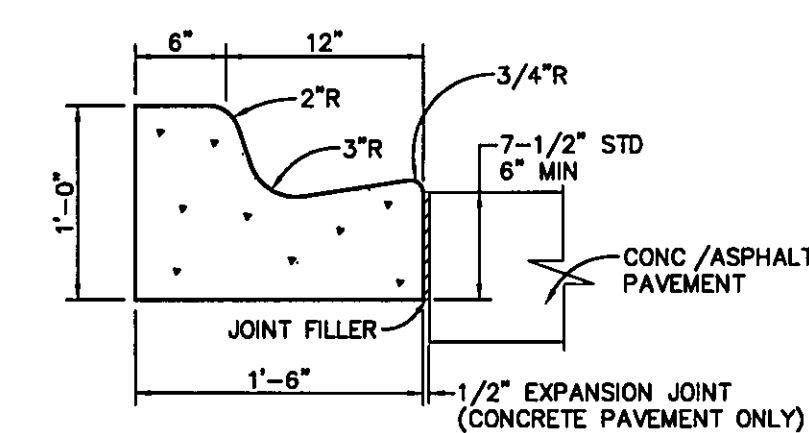
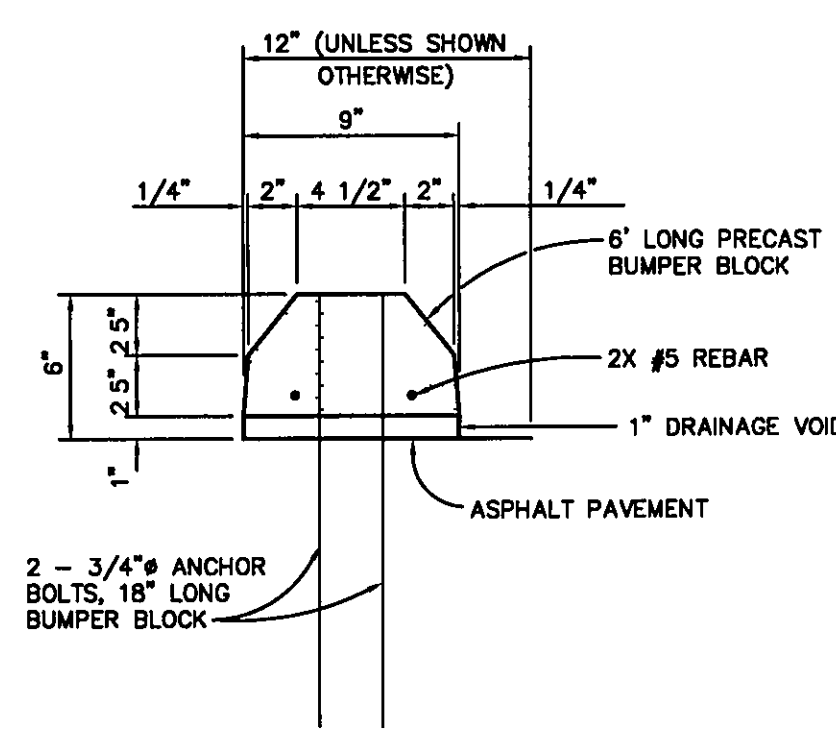
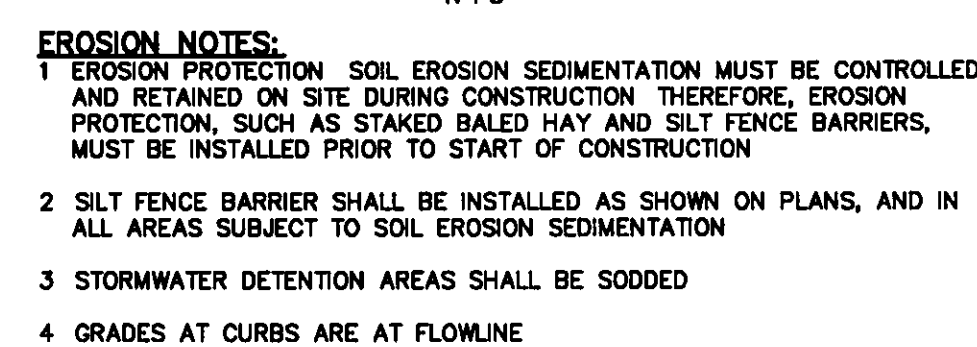
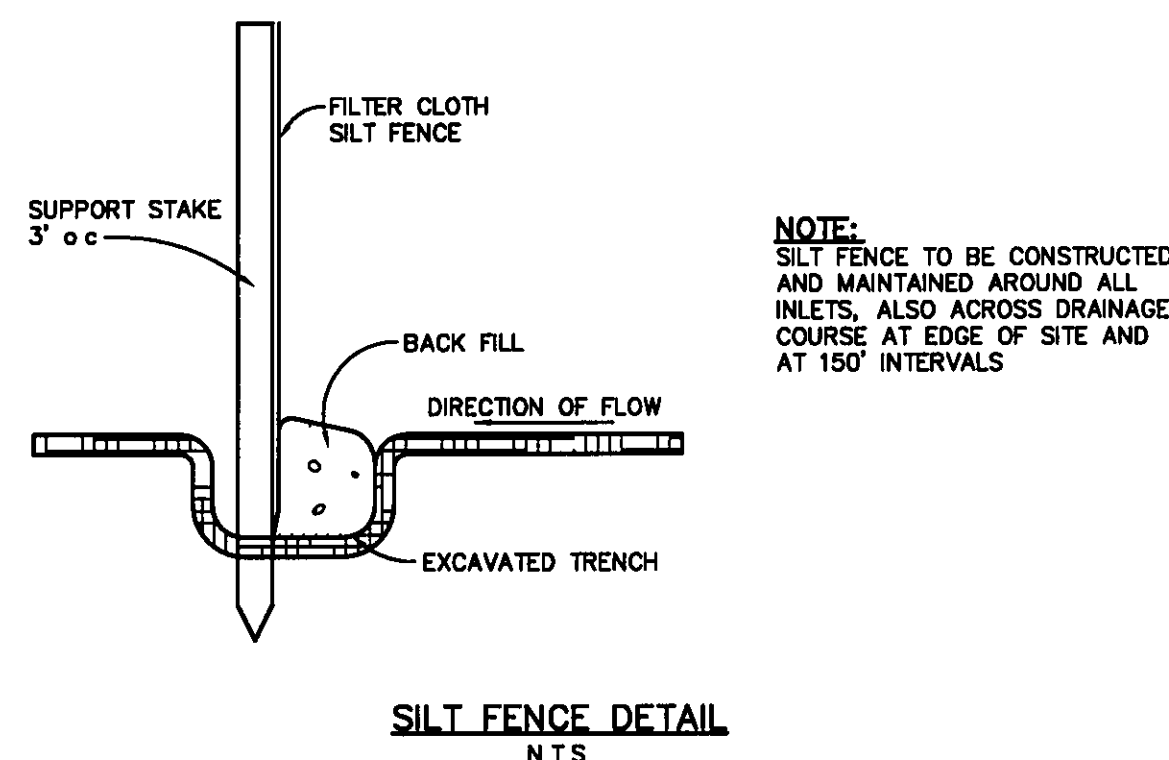
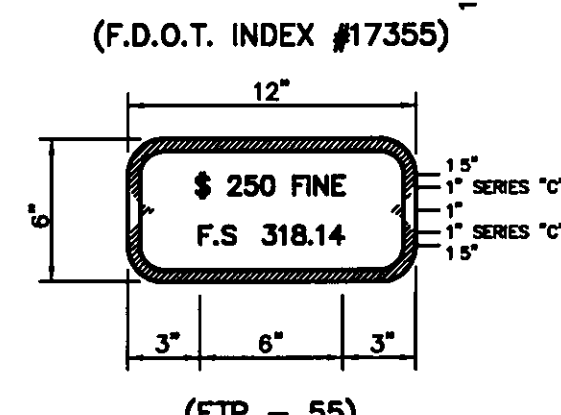
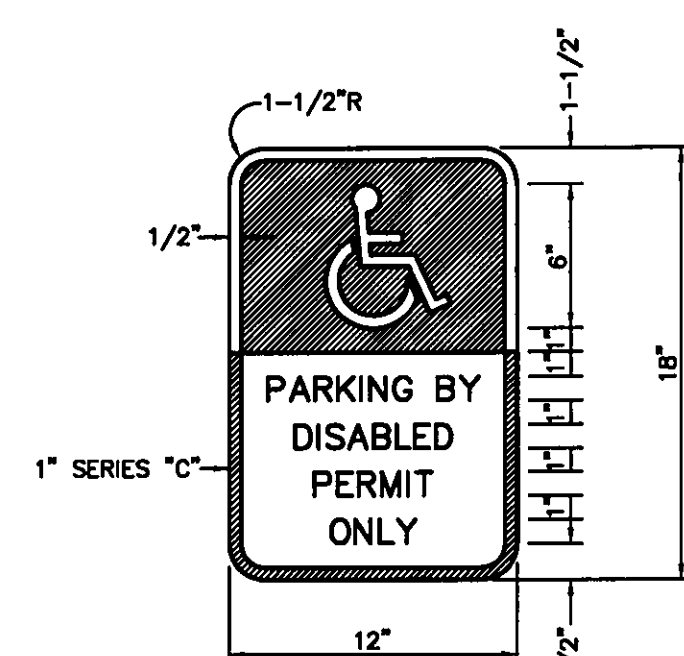
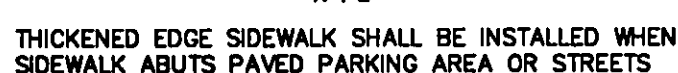
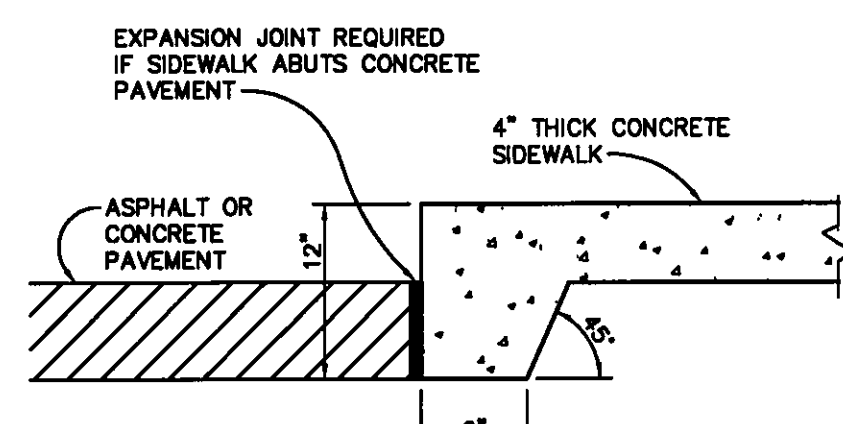
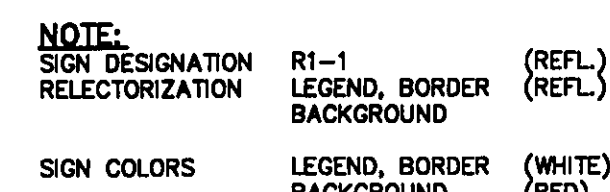
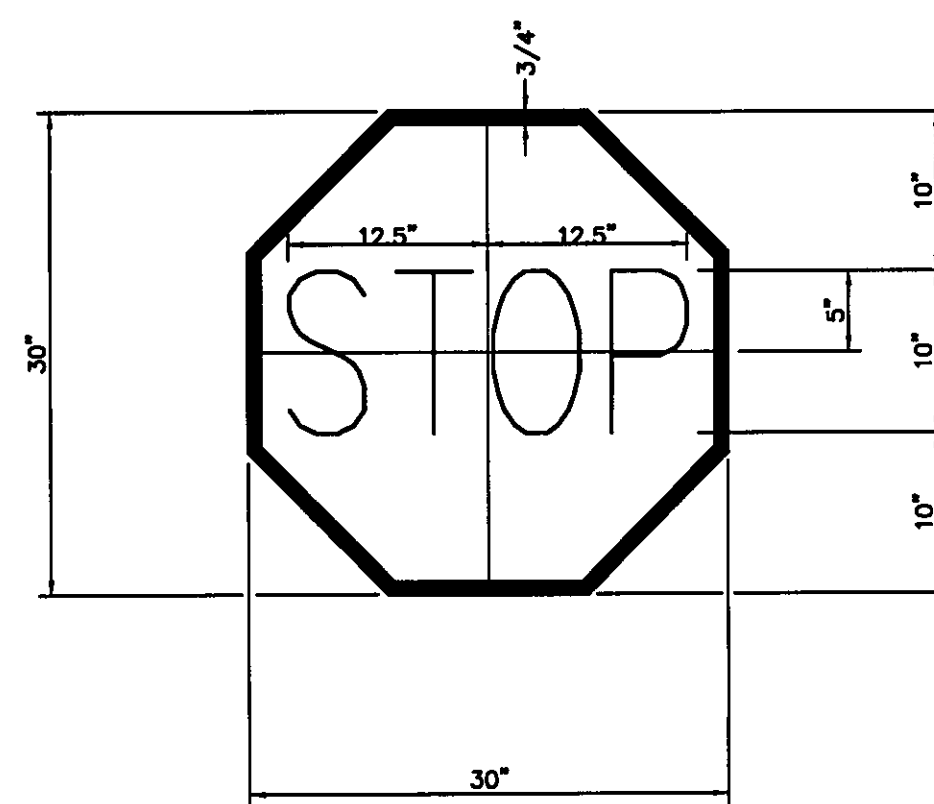
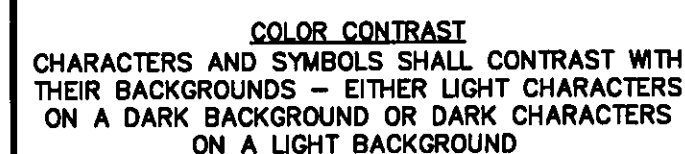
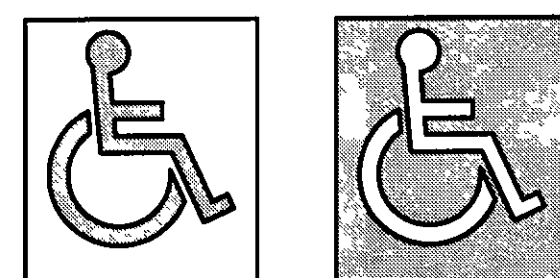
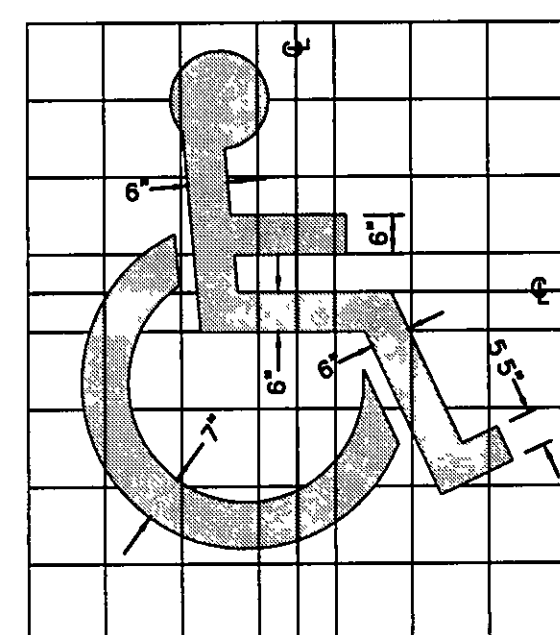
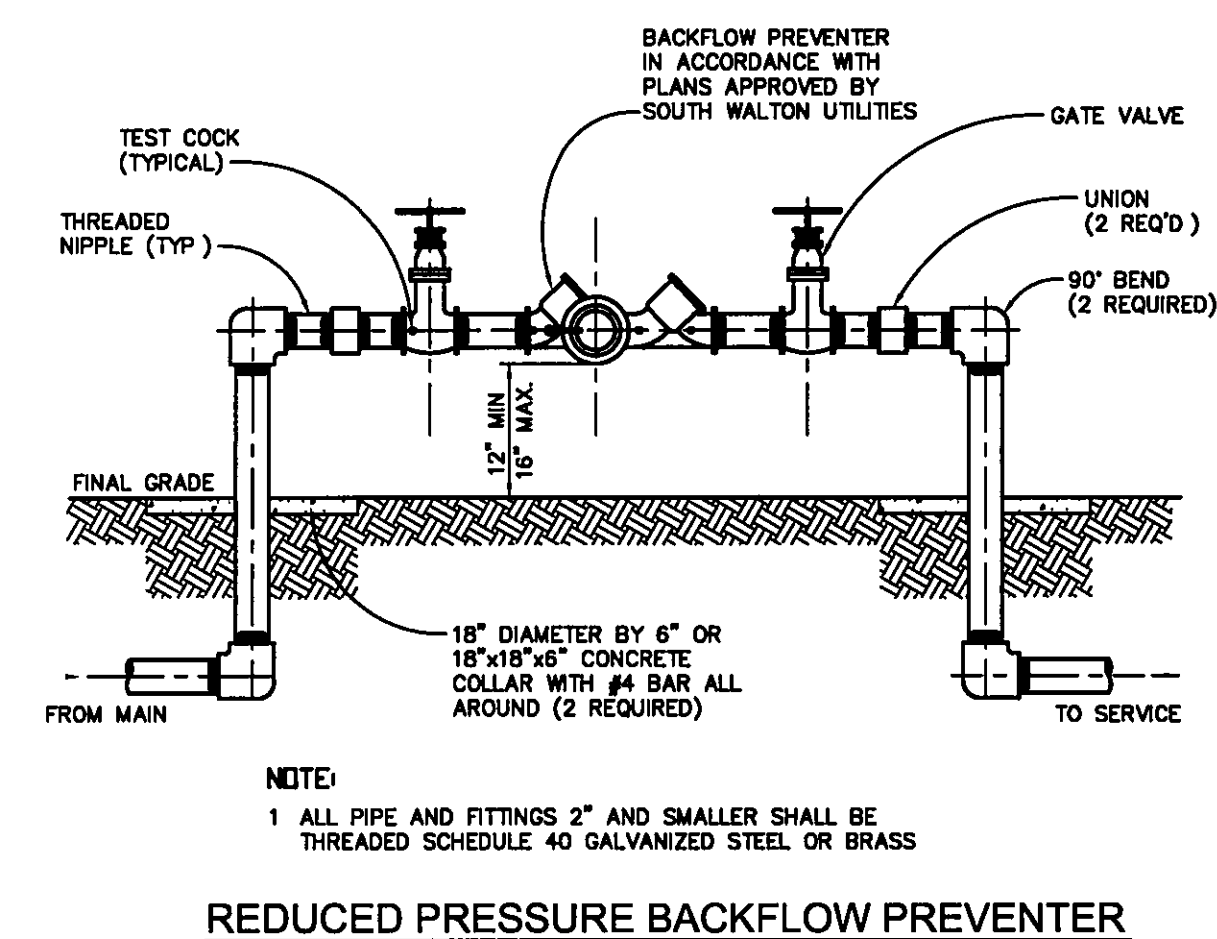
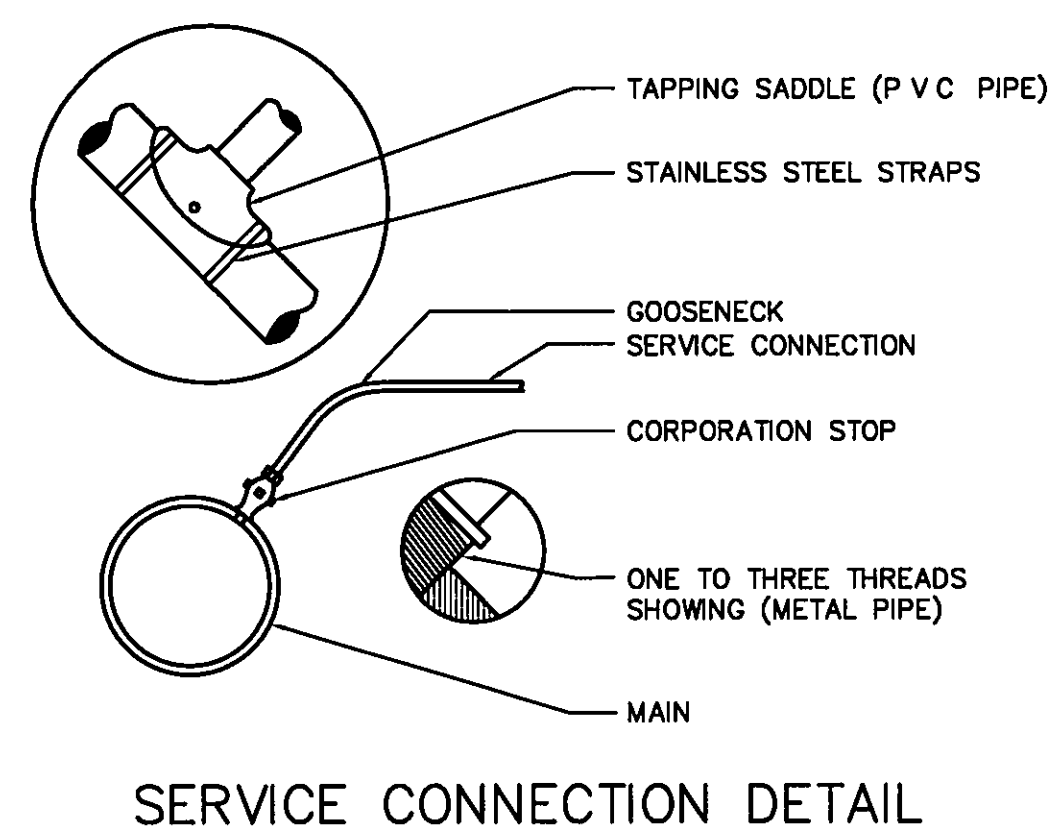
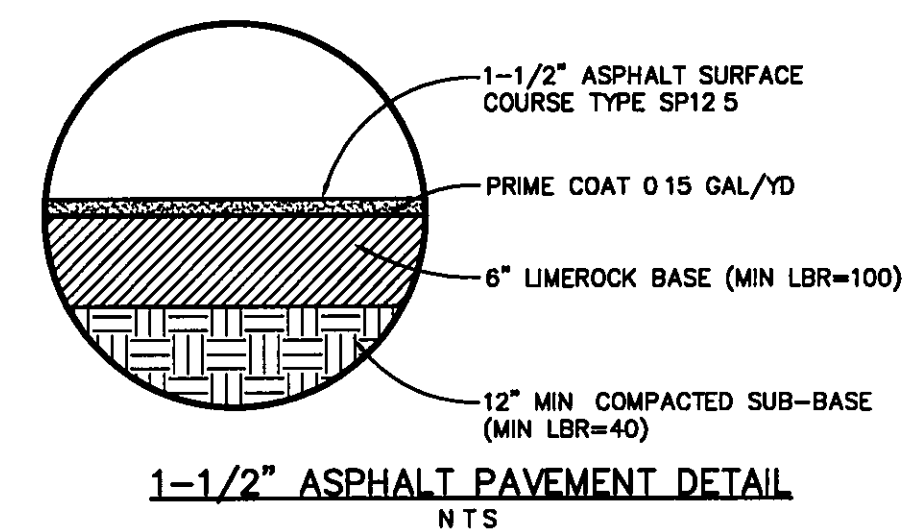
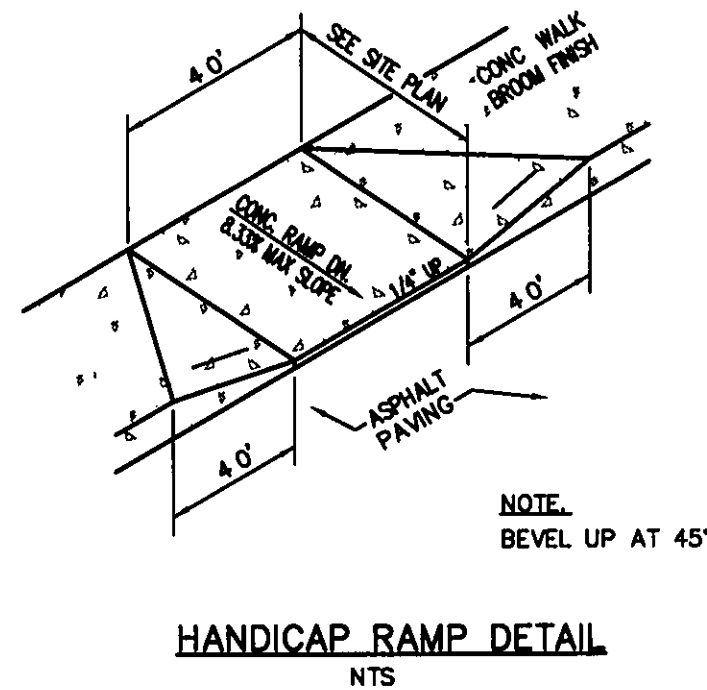
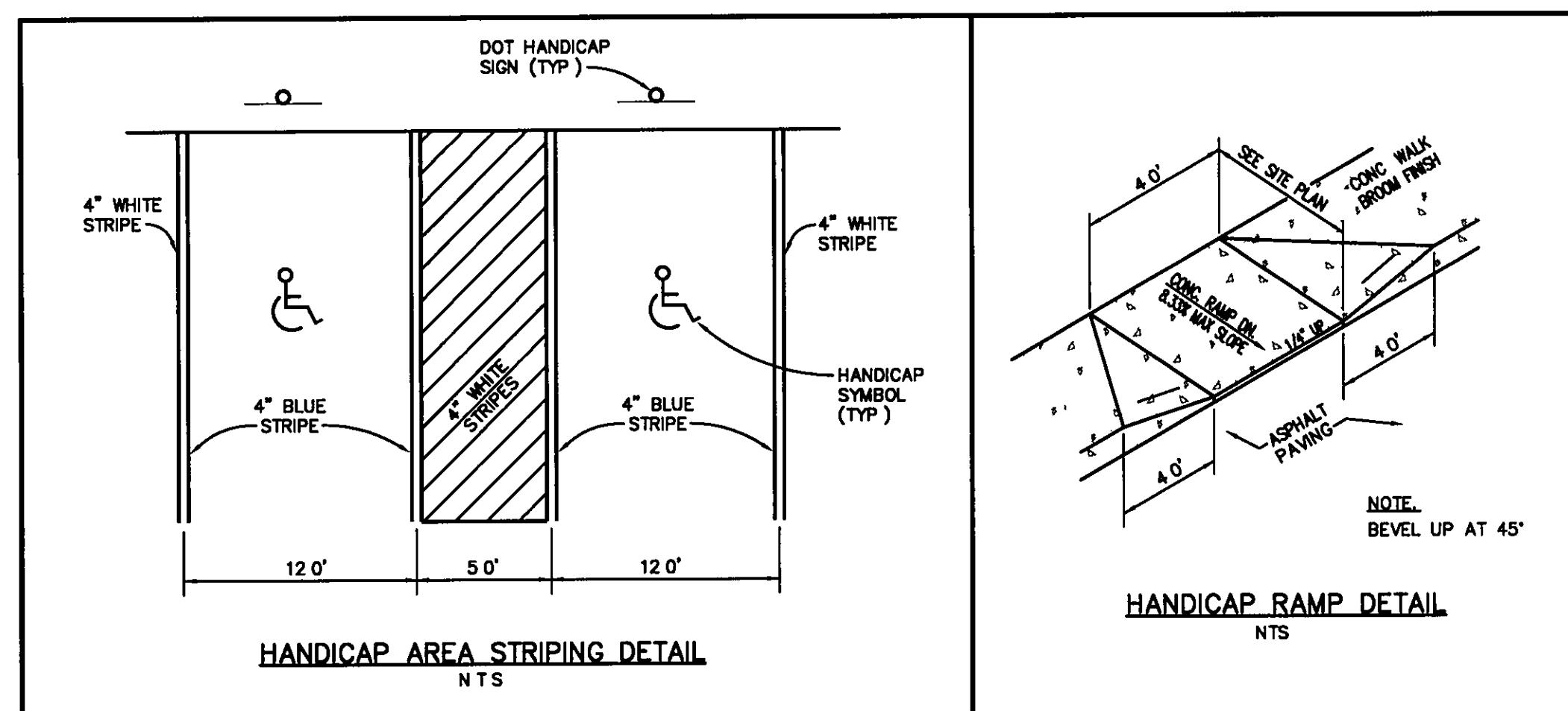
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MAR 20 2013  
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Technical Review Team

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**NOT FOR CONSTRUCTION**

|                                                                                                                                                                                                                                                                       |  |                |  |                |  |              |  |              |  |             |  |              |  |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|----------------|--|----------------|--|--------------|--|--------------|--|-------------|--|--------------|--|
| Job No. 180011 001                                                                                                                                                                                                                                                    |  | Date 9/12/2012 |  | Scale 1" = 20' |  | Designed ELS |  | Drawn By CES |  | Checked ELS |  | Sheet 5 of 8 |  |
| <b>SCALLYWAG'S PUB &amp; GRUB</b><br><b>MINOR TIER 1 DEVELOPMENT</b>                                                                                                                                                                                                  |  |                |  |                |  |              |  |              |  |             |  | <b>C-4</b>   |  |
| <b>GRADING &amp; DRAINAGE PLAN</b><br>Not valid unless bearing Engineer's embossed seal                                                                                                                                                                               |  |                |  |                |  |              |  |              |  |             |  |              |  |
| THIS DRAWING IS THE PROPERTY OF CORE ENGINEERING & CONSULTING, INC. & IS NOT TO BE REPRODUCED WITHOUT EXPRESS WRITTEN CONSENT                                                                                                                                         |  |                |  |                |  |              |  |              |  |             |  |              |  |
| <b>CORE ENGINEERING &amp; CONSULTING, INC.</b><br>CIVIL & ENVIRONMENTAL ENGINEERING<br>3997 COMMONS DRIVE W<br>SUITE F<br>DESTIN, FLORIDA 32541<br>PHONE (850) 650-2646<br>FAX (850) 837-1576<br>WEB WWW.CORECONSULTING.COM<br>CERTIFICATE OF AUTHORIZATION NO. 28155 |  |                |  |                |  |              |  |              |  |             |  |              |  |





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LANDSCAPE DEVELOPMENT REQUIREMENTS

OPEN SPACE  
25% OPEN SPACE REQUIRED/ 42.5% PROVIDED  
34,590 OPEN SPACE / 42,418 SF TOTAL SITE = 42.5%

FRONT PERIMETER LANDSCAPE  
10' LANDSCAPE BUFFER REQUIRED/ EXEMPT CALHOUN MIXED USE DISTRICT  
ONE TREE PER 25 LF REQUIRED/ 182.45LF / 25 = 7.3  
FOUR SHRUBS FOR EVERY TREE REQUIRED PER EXEMPTION  
32 SAN PALMETTO PROVIDED

COMMON BOUNDARY LANDSCAPE  
5' COMMON BOUNDARY LANDSCAPE REQUIRED/ EXEMPT CALHOUN MIXED USE DISTRICT

INTERIOR PARKING  
ONE TREE PER LANDSCAPE AREA TERMINATING PARKING ROW REQUIRED/  
10 LOGUAT PROVIDED/ 4 EXISTING TREES TO REMAIN

BUFFER ZONE LANDSCAPE  
EXEMPT, REGULATIONS DO NOT APPLY WITHIN OLD DESTIN MMRT SUB-AREA

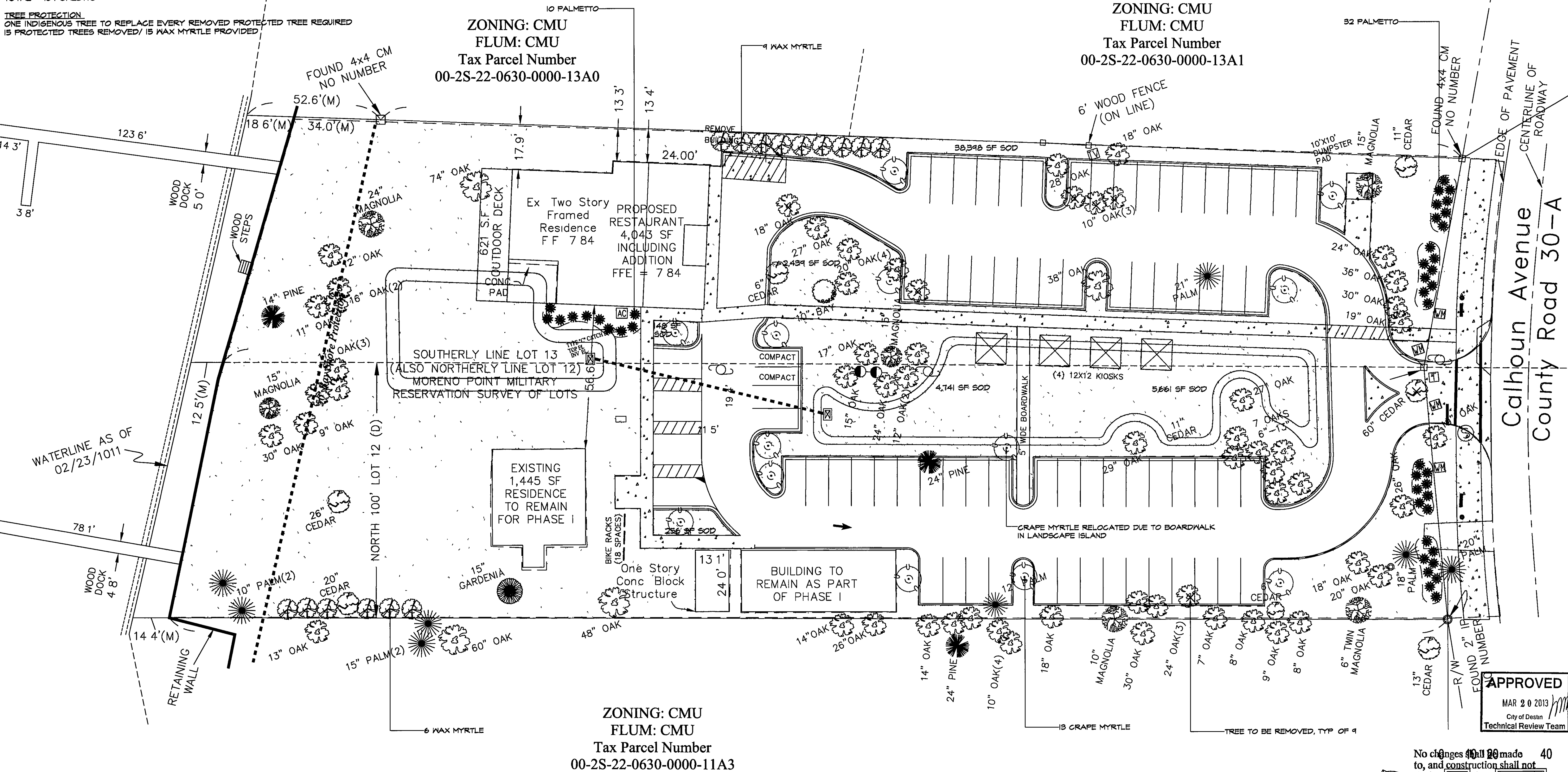
PRESERVATION AND REFORESTATION  
ONE TREE PER 1/10 ACRE REQUIRED  
42,418 SF = 2.13 ACRES = 22 TREES REQUIRED/ 22 CREDITS PROVIDED

REFORESTATION CREDITS  
20"-24" = 1 TREES X 5 CREDITS = 45  
13"-14" = 13 TREES X 4 CREDITS = 52  
7"-12" = 22 TREES X 3 CREDITS = 66  
2"-6" = 2 TREES X 2 CREDITS = 4  
TOTAL = 167 CREDITS

TREE PROTECTION  
ONE INDIGENOUS TREE TO REPLACE EVERY REMOVED PROTECTED TREE REQUIRED  
15 PROTECTED TREES REMOVED/ 15 WAX MYRTLE PROVIDED

PLANT SCHEDULE

| QTY        | DESCRIPTION          | SIZE           | REMARKS               |
|------------|----------------------|----------------|-----------------------|
| TREES      |                      |                |                       |
| 13         | Lagerstroemia indica | Crape Myrtle   | 10' Ht , 1" cal. cane |
| 15         | Myrica cerifera      | Wax Myrtle     | 10' Ht , 1" cal. cane |
| SHRUBS     |                      |                |                       |
| 42         | Serenoa repens       | Green Palmetto | #3, 12" Ht min        |
| SOD/ MULCH |                      |                |                       |
| 51,643     | SF Empire Zoysia     |                |                       |



LANDSCAPE PLAN  
SCALLYWAGS PUB & GRUB  
MINOR TIER I DEVELOPMENT  
105/109 CALHOUN AVENUE, DESTIN, FLORIDA

882 Harbor Blvd.  
Suite 101  
Destin, FL 32541  
PHONE 850-269-0668  
FAX 850-269-0037  
www.callie.com

CALLIE  
Land Planners  
Landscape Architects

SCALE 1"=20'  
DATE 10-25-12  
FILENAME SCALLYWAGS  
DRAWN BY CRB  
REVIEWED BY CRB  
REVISIONS 1-15-13

APPROVED  
MAR 20 2013  
City of Destin  
Technical Review Team

SEAL  
LANDSCAPE ARCHITECT  
A. ROBERT  
0001758  
STATE OF FLORIDA

SHEET L-I  
OF 2

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NORTH  
Scale in Feet



11 DESCRIPTION

- A Extent of planting is shown on the drawings and in the schedules
- B Provide all labor, materials and equipment required by or referenced from the drawings and specifications to complete the work of this section
- C Contractor shall verify plant count from plan, and shall provide and install all plant material on plan
- D Grades to within one inch of final grade throughout site shall be provided by others and is not in landscape contract

12 QUALITY ASSURANCE

- A All plant material shall be number one or better grade as defined by the American Association of Nurserymen, current edition of American Standard for Nursery Stock, published by American Association of Nurserymen, Inc and in addition shall conform to sizes and descriptions in the plant list
- B Substitution from the specified plant list will be accepted only when satisfactory evidence in writing is submitted to the Landscape Architect, showing that the specified plant material is not available. Requests for approval of substitute plant material shall include common and botanical names and the size of substitute material. Only those substitutions of at least equivalent size and having essential characteristics similar to the originally specified material will be approved. Acceptance or rejection of substitute plant material will be issued in writing by the Landscape Architect or Owner's representative
- C The selection of all materials and the execution of all operations required under the Drawings and Specifications is subject to the approval of the Owner and Landscape Architect. They have the right to reject any and all materials, and any work and all work which, in their opinion, does not meet the requirements of the Contract Documents at any stage of the operations. Remove rejected work or materials from the project site and replace promptly at no additional cost to the Owner
- D Install all plant materials in a neat and professional manner
- E Make minor adjustments to layout as may be required and requested at no additional cost to the Owner

13 DELIVERY, STORAGE AND HANDLING

- A Deliver materials in such a manner as to not damage or decrease the health and vigor of the plant materials
- B Store materials away from detrimental elements. Coordinate with general Contractor to secure a safe staging area
- C Handle, load, unload, and transport materials carefully to avoid damage
- D Maintain and protect plant materials as necessary to insure health and vigor

14 GUARANTEE

- A Guarantee plant materials and lawn areas for one year from the date of substantial completion. Contractor shall replace plants and lawns, that fail to grow properly with plants as originally specified at the earliest practical date following plant failure, without additional charges to the Owner. Replacement materials will be guaranteed for one year from the date of replacement. The Contractor shall not be responsible for replacing plants which are damaged by abuse or improper maintenance by Owner as reported by the Contractor as outlined in Section 15 below, or by acts of God occurring after acceptance

15 CONTRACTOR'S PERIODIC INSPECTION

- A During the guarantee period, Contractor shall make periodic inspections of the project to satisfy himself that maintenance by the Owner is adequate. Any methods or products which he deems not normal or detrimental to good plant growth shall be reported to the Owner in writing. Failure to inspect and report shall be interpreted as approval and the Contractor shall be held responsible for any and all necessary replacements

PART 2 - MATERIALS

21 TOP SOIL

- A Topsoil shall be fertile, friable, sandy loam, and shall be a natural surface soil obtained from well drained areas. Topsoil shall be characteristic of representative soils in the project vicinity that produce heavy growths of crops, grass, or other vegetation. Topsoil shall be free of subsoil, brush, organic litter, objectionable weeds, clay, clots, stumps, roots or other material harmful to plant growth or hindrance to planting or maintenance operations. Should regenerative materials be present in the soil, Contractor shall eradicate and remove such growth, both surface and root, which may appear in the imported material within one year following acceptance of the work. Topsoil shall not be handled in a frozen or muddy condition. The acidity range shall be between 5.0 and 7.0 inclusive. The mechanical analysis of the soil shall be as follows

| Sieve Size    | Percent Passing  |
|---------------|------------------|
| 1 inch mesh   | 99 - 100 percent |
| 1/4 inch mesh | 97 - 99 percent  |
| No 100 mesh   | 40 - 60 percent  |
| No 200 mesh   | 20 - 40 percent  |

22 PLANTING SOIL MIXTURE

- A Provide planting soil mix amended as per laboratory recommendations. Basic planting soil mix consists of
- 50% topsoil (as described above)
- 50% prepared additives (by volume as follows)
- 3 parts humus (forest or peat)
- 1 part sterilized cow manure, commercial fertilizer and lime as recommended in soil analysis
- B The components shall be thoroughly mixed to a uniform consistency by hand or machine methods
- C Seasonal color beds shall be prepared with a mixture consisting of

- 1 Lime at 50 lb/1000 square feet
- 2 Fertilizer at 30 lb/1000 square feet
- 3 Two inches of river sand
- 4 Two inches of old humus bark and tilling material
- 5 Tilled to depth of 12"
- 6 Bed raised 3" - 5" above existing grade

The bed shall then be covered with two inches of pine bark mini-nuggets

23 FERTILIZER

- A Fertilizer for all trees, shrubs and ground covers shall be Sta-Green Nursery Special or equal delivered to the site in unopened containers
- B Fertilizer for grass shall be Sta-Green fertilizer containing the following percentages by weight
- 18% nitrogen
- 24% phosphorous
- 10% potash
- or approved equal. Fertilizer shall be uniform in composition, dry and free flowing, and shall be delivered to the site in the original, unopened container, bearing the manufacturer's guaranteed analysis. Fertilizer shall not have been exposed to weather prior to delivery to the site. After delivery until used, it shall be completely protected at all times. It shall not be stored in direct contact with the ground

24 PLANTS

- A All plants shall conform to or surpass minimum quality standards as defined by the American Association of Nurserymen (AAN), current edition of American Standard for Nursery Stock, published by the AAN, Inc. and in addition shall conform to sizes and descriptions in the plant list
- B All necessary inspection certificates shall be supplied to the Owner's representative for each shipment of plant material, as required by law
- C All plant materials shall be subject to inspection and approval. The Landscape Architect reserves the right to reject any and all plants which fail to meet this specification at any point during the installation of the job. All rejected materials shall be promptly removed from the site by the Contractor at no additional cost to the Owner
- D All plant materials furnished shall be well branched, proportioned with to height, of normal habit, sound healthy and vigorous in growth. The minimum acceptable sizes of plants shall be measured before pruning with branches in normal position and shall conform to measurements specified. Plants used where symmetry is required shall be matched as closely as possible. Plants shall meet all requirements as listed in the plant list
- E Plants shall be field nursery, container grown or collected material subject to the requirements of the specification
- F All plants shall be of healthy stock, free from disease, insects, eggs, larvae, and parasites of an objectionable or damaging nature

- G Balled and burlapped plant materials are to be wrapped with organic wrapping burlap only. Synthetic material will not be accepted. Remove all nursery loading straps once plant material is placed in the pit

25 MATERIAL FOR GUYING AND STAKING

- A Stakes for supporting trees shall be sound timber, straight, sized as shown in planting details and of sufficient length to adequately support the plant. All visible surfaces shall be painted dark green or brown, but not black
- B Dead men or stakes for anchoring guy wires in the ground shall be of size, material, and strength adequate to hold guy taut and maintain tree firmly in an upright position
- C Wire shall be #12 gauge galvanized wire in double twisted strand to adjust tension or substitute with green "ArborTie" tree staking material

- D Hose for encasing guy wires shall be new or suitable used 3/4 inch diameter rubber or plastic garden hose, black in color

26 MULCH

- A Pine straw mulch shall be clean, fresh, free of noxious weeds, seed, fire ants, Japanese beetles and/or fringed beetles

27 SEED

- A Certified, blue tag, clean, delivered in original, unopened packages and bearing an analysis of the contents, guaranteed 95 percent pure and to have a minimum germination rate of 85 percent, within one year of test

PART 3 - EXECUTION

31 TIME AND PLANTING

- A Planting operations shall be during favorable weather in which conditions are neither extremely cold or hot, nor to the point that the risk of loss is too great. The Contractor shall inform the Landscape Architect of high risks due to weather

32 EXCAVATION FOR PLANTING TREES AND SHRUBS

- A Circular plant pits with vertical sides shall be dug by hand or machine methods for planting of trees and shrubs
- B Tree pit diameters shall be a minimum of two feet greater than the spread of the root mass
- C Shrub pit diameters shall be a minimum of one foot greater than the spread of the root mass
- D Contractor shall test excavated plant pits to satisfy himself that sufficient drainage is present for proper plant survival
- E If the individual pits are arranged in a group, the area between pits shall be filled to the required grade with existing soil and mulched with pine straw mulch three inches deep. Plant beds shall be neatly edged and kept free of weeds until the work is accepted

33 EXCAVATION FOR PLANTING GROUNDCOVERS

- A Groundcover beds shall be scarified by hand or machine method to a minimum depth of eight inches. Three inches of peat humus additive and 20 pounds per 1000 square feet of Sta-Green Nursery Special fertilizer shall be uniformly incorporated into the soil to the full eight inch minimum depth

34 DRAINAGE TEST

- A Representative tree pits from each planting area shall be filled with water. If percolation is less than 100% within a period of 12 hours, drill a twelve-inch auger to a depth of four feet below the bottom of the pit. Retest the pit. In case drainage is still unsatisfactory notify Landscape Architect, in writing of the condition before planting trees in the questionable areas. Contractor is fully responsible for warranty of the trees
- B Shrub and groundcover beds shall be spot tested
- C Dispose of subsoil removed from landscape excavations. Do not mix with the planting soil. Do not use as back fill or use to construct saucers around pits

35 SETTING TREES, SHRUBS, GROUND COVERS

- A Balled and container plants shall be placed firmly upon scarified sub-grade and backfilled with planting soil mixture. Remove all wire, cords, and burlap from top of root ball. Hand tamp carefully around and under ball to fill all voids. Water during backfilling. Form saucer from planting soil mixture in order to retain water
- B Gently loosen outer roots of container grown plants to encourage outward growth
- C Fertilizer shall be thoroughly mixed and soaked into the top two inches of soil for all plant pits

36 TREE TRANSPORTATION

- A The Contractor shall be responsible not only for the safe transportation of the plants to the site but also their condition upon arrival. Trees with abrasions of the bark, sunscalds, fresh cuts, or breaks of limbs which have not completely calloused will be rejected. Trees which have been damaged during transit will be replaced by the Contractor at no additional cost. All plant unit costs will reflect all the above listed specifications

37 TREE TAGS

- A All plants accepted at the nursery by the Landscape Architect shall be tagged with serialized self locking tags. Trees delivered to the site without these tags or with broken tags will be rejected. The tags shall remain on the trees until the Contractor has been given instructions by the Landscape Architect for their removal

38 PRUNING

- A Deciduous trees and shrubs shall have dead, broken, and crowded wood pruned to compensate for the loss of roots in transplanting. Requested and required additional pruning may be necessary at the direction of the Landscape Architect

- B Evergreen trees and shrubs shall be pruned only to thin out heavy growth

- C Cuts over 3/4 inch in diameter shall be painted with tree dressing paint. No paint containing lead shall be permitted

39 GUYING, STAKING AND MULCHING

- A Guy trees two-inch caliper and over. Space three guys equally about each tree, attached at approximately two-fifths up the trunk. Guys should be at a 45-degree angle and anchored in the ground with stakes. Guy to trunks with wire loops and black rubber hose drawn snug in all directions. These guys shall be equally taut

- B Stake trees less than two inches caliper with two or three wood stakes driven two feet into the ground with the portion extending above the ground approximately one-half of the trunk height. Stake one foot from trunk, fastened at approximately two-fifths of trunk height with wire run through rubber hose

- C Mulch all planting beds and other areas designated to be mulched, with three "settled" inches of pine straw mulch. Individual plants are to be mulched as detailed. Mulch is to be measured after settlement

310 UNIT COST

- A All plant unit costs will reflect all the above listed specifications

311 PREPARATION OF GRASS AREAS

- A Fine grade all grass areas to finish grade. All areas shall have smooth and continual grade between the existing and fixed controls such as walks and curbs. Roll, scarify, rake and level as necessary to obtain true, even, and firm lawn surfaces. All finished grades shall meet approval of the Landscape Architect or Owner's Representative before grading operations begin

B Areas to Receive Grass

- 1 Grade will be brought to the level of .1" of the finished grade by the General Contractor. The Landscape Contractor will be responsible for the top .1" of soil work. This is to include all topsoil hauling and placement, spreading, debris removal and any grading required to bring the finished topsoil grade to the proper level for grass
- 2 Thoroughly till existing soil to a minimum depth of four inches by running tilling device two directions at right angles over the entire surface to be grass. Fine grade to achieve uniformity and drainage
- 3 Spread specified fertilizer as per manufacturer's recommendations
- 4 Apply lime uniformly with a mechanical spreader to the entire area to be hydroseeded at the rate of 50 lbs/1000 square feet
- 5 Work soil to a uniform grade so that all areas have positive drainage away from drives, buildings, and landscaped areas

- 6 Remove all trash and stones exceeding two inches in diameter from area to a depth of two inches prior to hydroseeding

C Hydroseeding Operations

- 1 Hydraulic equipment for the application of hydroseed mulch and seed shall be equipped with a power driven agitator which will keep the mixture uniform during applications. The equipment shall have sufficient force and capacity to apply a uniform application of the mixture to the limits of the slopes. Caution shall be exercised adjacent to non-grassed areas to prevent overspray onto plant beds or paved areas

2 Hydroseed mixture shall consist of

- a Hydroseed mulch to be "Conwed 2000" as manufactured by Conwed Corp., or "Silva-Fibes Plus" as manufactured by Weyerhaeuser at a rate of 30 lbs/1000 square feet
- b Seed mix "Common Bermuda" at a rate of 8-10 lbs/1000 square feet, reference Plant and Materials List
- 3 Seed shall not be sown when winds exceed 10 miles per hour or at any time the ground is not in a suitable condition for seeding

- 4 Inoculated seed shall be added to the hydroseed mix only immediately prior to hydroseeding operations

D Sodding Operations

- 1 Delivery of sod shall be scheduled so as to allow laying of sod without delay. No sod shall remain stacked longer than 24 hours. In the event that sod cannot be laid immediately upon delivery, Contractor shall lay sod on a designated site to be approved by the Landscape Architect. No sod shall overlap and it shall be lightly watered as necessary to keep moist

- 2 Lay sod so that no voids occur. Sod shall be tamped and rolled by hand methods. The completed surface shall be true to finish grade and even and firm all points

PART 4 - CLEANUP & PROTECTION

41 GENERAL

- A During planting operations keep Project Site clean and orderly
- B Upon completion of Work, clear grounds of debris, superfluous materials and all equipment. Remove from site to the satisfaction of the Landscape Architect and Owner
- C Protect all Work and materials from damage due to irrigation operations, and operations by other contractors, trades, and trespassers. Maintain protection until Date of Substantial Completion
- D Contractor is responsible for theft of equipment and material at the job site before, during and after installation, until Date of Substantial Completion of the Work in total

PART 5 - ACCEPTANCE AND GUARANTEE

51 SUBSTANTIAL COMPLETION

- A Submit written requests for inspection for Substantial Completion to the Landscape Architect at least seven calendar days prior to anticipated date of inspection and testing. At this time a "Punch List" will be written by the Landscape Architect for the Contractor to respond to in order to be granted Substantial Completion

- B Submit Record Drawings and Maintenance manuals to the Owner's Representative

- C Review the work jointly with the Owner and Landscape Architect for Substantial Completion

- D Upon completion of repairs and replacements found necessary at the time of review, the Owner and Landscape Architect will confirm the date of Substantial Completion, if all items on the punch list have been addressed. If necessary another punch list will be written to itemize any deficiencies still existing

- E The date of Substantial Completion will constitute the beginning date of the One-Year Guarantee

52 GUARANTEE

- A Guarantee all work, products, equipment and materials for one year, beginning at the Date of Substantial Completion
- B Make good any damage, loss, destruction, or failure. Repairs and replacements shall be done promptly and at no additional cost to the Owner
- C Repair damage to grade, plants and other work as necessary
- D If the replacement is not acceptable during or at the end of the Guarantee Period, the Owner may elect either subsequent replacement or credit. Replacement products shall have a similar one-year guarantee from the time of replacement
- E Guarantee applies to all losses with the exception of those due to Acts of God, vandalism, or Owner neglect, as determined by the Landscape Architect

53 FINAL INSPECTION AND ACCEPTANCE

- A At the end of the Guarantee Period and upon request for inspection, jointly review all guaranteed work for Final Acceptance
- B Submit written request for inspection for Final Acceptance to the Landscape Architect at least two weeks prior to anticipated date of inspection. Contractor to include a list of work substantially complete and a list of work replaced during Guarantee Period
- C Upon completion by the Contractor of all required replacements, the Owner and the Landscape Architect will confirm the date of Final Acceptance of the work

END OF LANDSCAPE PLANTING SECTION

GENERAL NOTE #1

- A ALL WORK, MEETINGS, AND INSPECTIONS WILL BE PAID FOR BY THE LANDSCAPE CONTRACTOR AT THE HOURLY RATE OF \$75.00 PER HOUR, UNLESS PREVIOUS CONTRACT HAS BEEN ISSUED FOR THESE SERVICES
- B CALLIE & CO RESERVES THE RIGHT TO REFUSE ANY TREE TAGGED BY CONTRACTOR
- C HOURLY RATE NOT TO EXCEED \$75.00

PLANT SCHEDULE

| QTY        | DESCRIPTION          | SIZE           | REMARKS              |
|------------|----------------------|----------------|----------------------|
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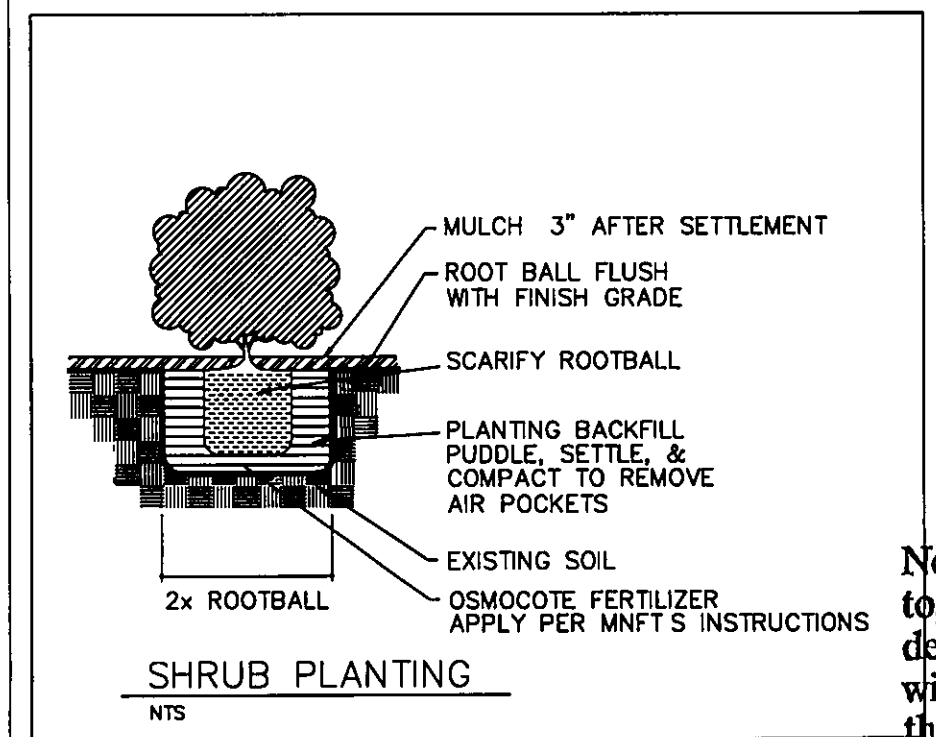
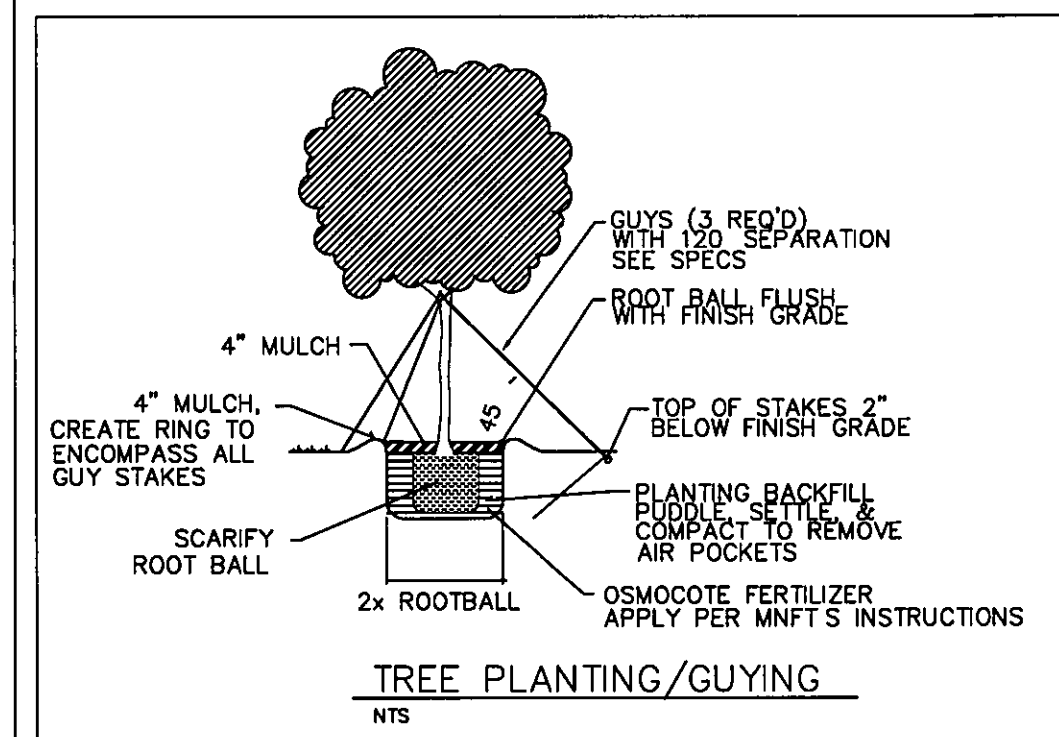
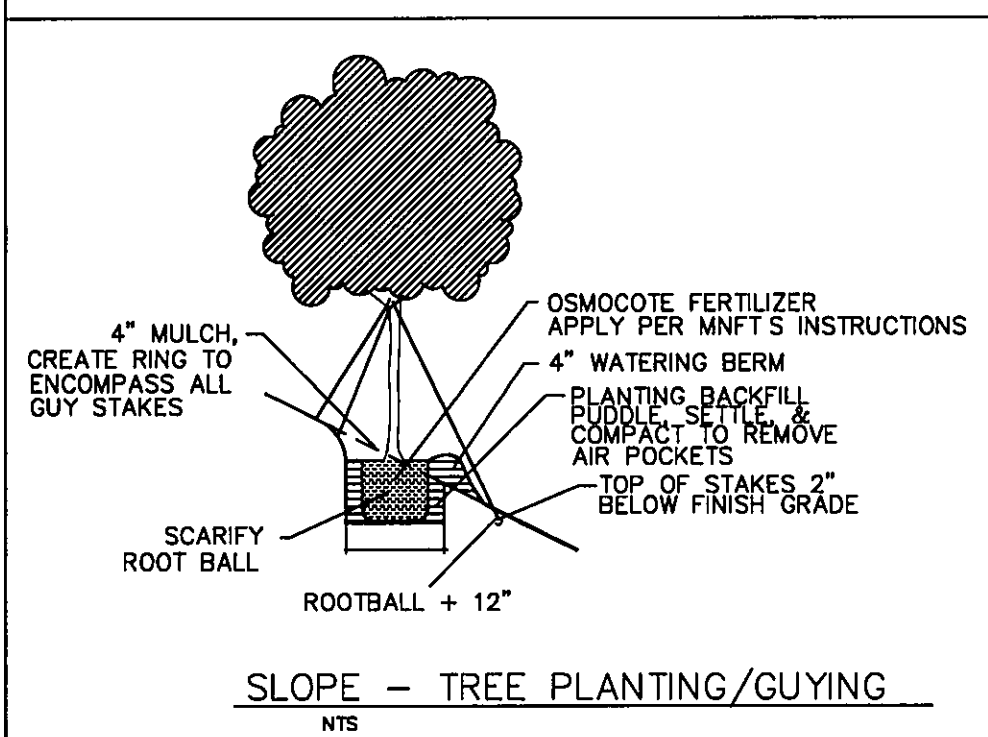
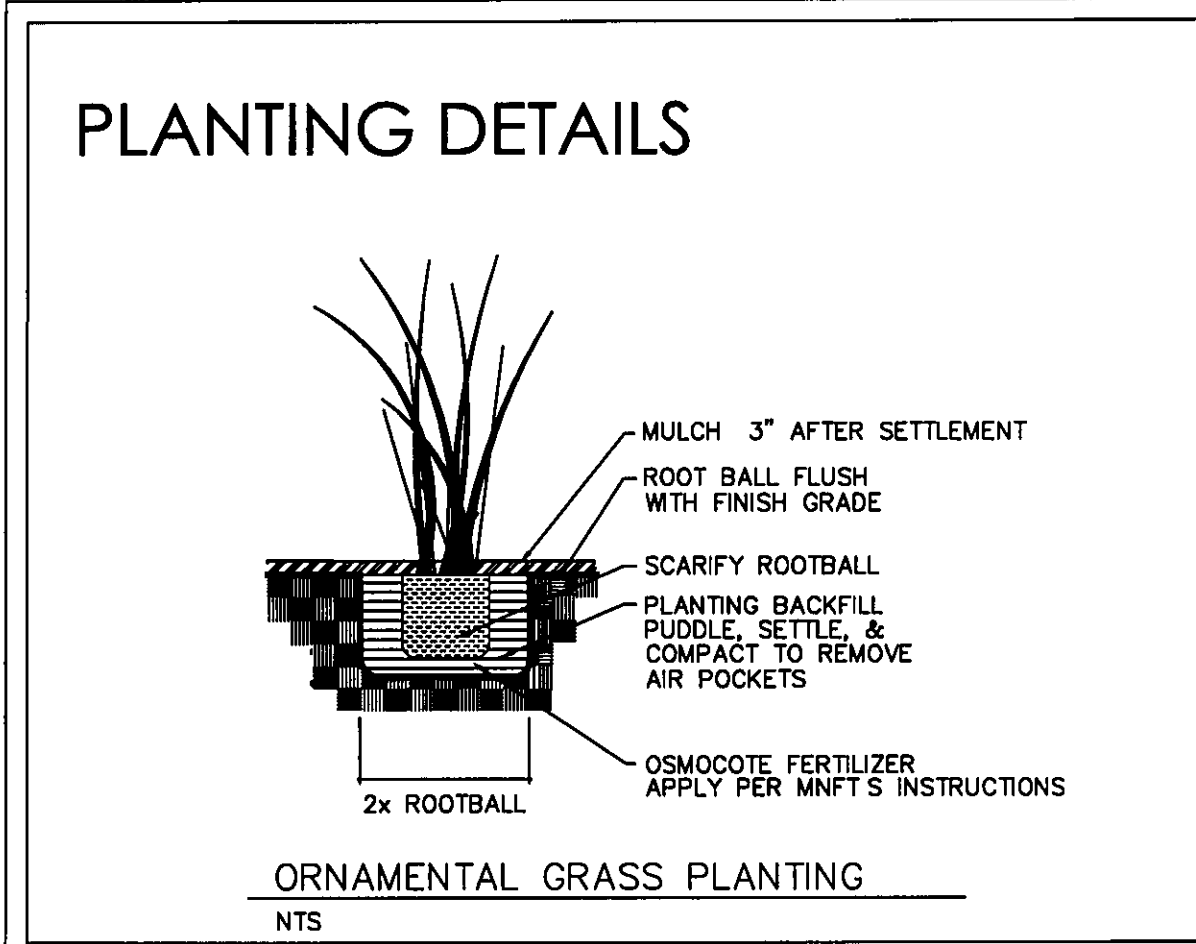
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882 Harbor Blvd.  
Suite 101  
Destin, FL 32541

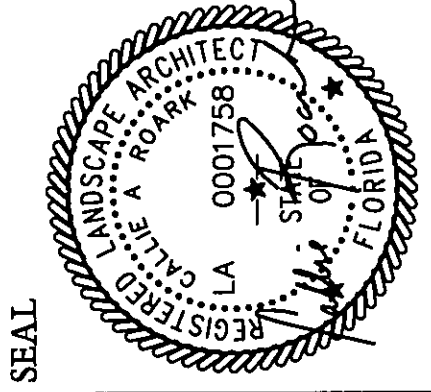
CALLIE & CO



Land Planners  
Landscape Architects

LADNSCAPE SPECS  
SCALLYWAGS PUB & GRUB  
MINOR TIER I DEVELOPMENT  
105/ 109 CALHOUN AVENUE, DESTIN, FL

|             |          |
|-------------|----------|
| SCALE       | N/A      |
| DATE        | 10-30-12 |
| FILE NAME   | CRB      |
| DRAWN BY    | CRB      |
| REVIEWED BY | CRB      |
| REVISIONS   | 1-15-13  |



SHEET

L-2  
OF 2



- 1 THE CONTRACTOR'S ATTENTION IS CALLED TO THE FACT THAT THERE ARE OTHER ACTIVE UTILITIES AND SERVICES IN AND AROUND THE SITE. CONTRACTOR IS RESPONSIBLE FOR LOCATING THESE TO AVOID DAMAGE TO THEM
- 2 THE CONTRACTOR SHALL MAKE ANY NECESSARY ADJUSTMENTS IN THE PROPOSED IRRIGATION SYSTEM TO AVOID DAMAGE TO EXISTING STRUCTURES, PAVING, AND UTILITIES
- 3 THE CONTRACTOR SHALL BE RESPONSIBLE FOR INSTALLING A WELL AND PUMP AND VERIFYING THERE IS PROPER WATER PRESSURE FOR THE PROPOSED SYSTEM
- 4 ALL WORK, ADJUSTMENTS, AND INSPECTIONS SHALL BE SUBJECT TO THE APPROVAL OF THE LANDSCAPE ARCHITECT
- 5 THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL MATERIALS AND LABOR TO FULLY EXECUTE AND GUARANTEE, AS REQUIRED, THE TOTAL WORK SHOWN ON THIS PLAN IN ACCORDANCE WITH SPECIFICATIONS, AND ALSO AS PER INSTRUCTIONS OF THE LANDSCAPE ARCHITECT AND THE OWNER.
- 6 THE CONTRACTOR SHALL VERIFY ALL QUANTITIES AND FLOWS TO ASSURE ADEQUATE INSTALLATION OF THE SYSTEM
- 7 LINE LOCATIONS AS INDICATED ON THE PLAN ARE SCHEMATIC. THE CONTRACTOR SHALL LOCATE ALL LINES IN SUCH A WAY AS TO CAUSE THE LEAST CONFLICT WITH THE LOCATION OF PROPOSED PLANT MATERIALS (AS SHOWN ON THE LANDSCAPE PLANTING PLAN) AND OTHER SITE AMENITIES
- 9 ALL MAINLINES SHALL BE INSTALLED AT A MINIMUM OF 18" DEEP AND ALL LATERAL LINES SHALL BE INSTALLED AT A MINIMUM OF 12" DEEP
- 10 THE ENTIRE SYSTEM SHALL BE UNCONDITIONALLY GUARANTEED BY THE IRRIGATION CONTRACTOR AGAINST ALL DEFECTIVE WORK AND MATERIALS FOR A PERIOD OF ONE YEAR FOLLOWING THE DATE OF FINAL ACCEPTANCE
- 11 CONTRACTOR SHALL PROVIDE HEAD TO HEAD COVERAGE

1 CONTRACTOR TO INSTALL RAIN BIRD PRESSURE COMPENSATING EMITTERS TO ESTABLISH THE FOLLOWING FLOW RATES

|              |                             |
|--------------|-----------------------------|
| 1 GAL PLANT  | 1/2 GAL/DAY                 |
| 3 GAL PLANT  | 1 GAL/DAY                   |
| 7 GAL PLANT  | 2 GAL/DAY                   |
| 15 GAL PLANT | 5 GAL/DAY                   |
| TREES        | 10 GAL PER CALIPER INCH/DAY |

2 CONNECTION FROM 16 MM TO EMITTER TO BE MADE WITH 2" SPAGHETTI TUBING

3 CONTRACTOR TO ROUTE ALL PIPING TO INSURE MINIMAL DISTURBANCE TO EXISTING VEGETATION

4 P.V.C PIPING TO BE BURIED A MINIMUM OF 12"

5 ALL 16MM BLUE STRIPE TO BE INSTALLED AT GRADE AND COVERED WITH A MINIMUM OF 4" OF PINESTRAN

6 CONTROL WIRE TO BE A MINIMUM 18 GAUGE DIRECT BURIAL WIRE

7 USE 3M DBY SPLICER KITS AT ALL CONNECTION POINTS

8 CONTROL VALVES TO BE PLACED IN 6" ROUND VALVE BOXES

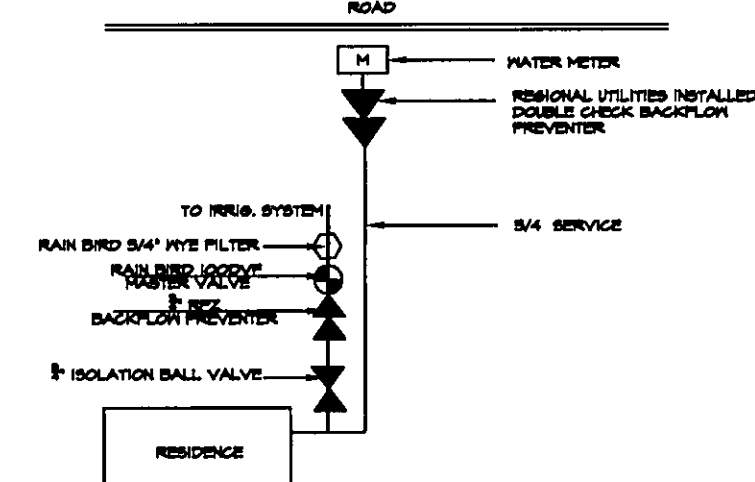
9 WHEN TEMPERATURES FALL BELOW 10 DEGREES FAHRENHEIT DISCONNECT AND DRAIN SYSTEM TO PREVENT FREEZE DAMAGE

10 THIS DRAWING IS DIAGRAMMATIC IN NATURE AND IS INTENDED FOR FIELD REFERENCE AND BIDDING PURPOSE ONLY

 CONTROLLER - RAIN BIRD ESP-4  
INSTALL RAIN SHUT-OFF DEVICE

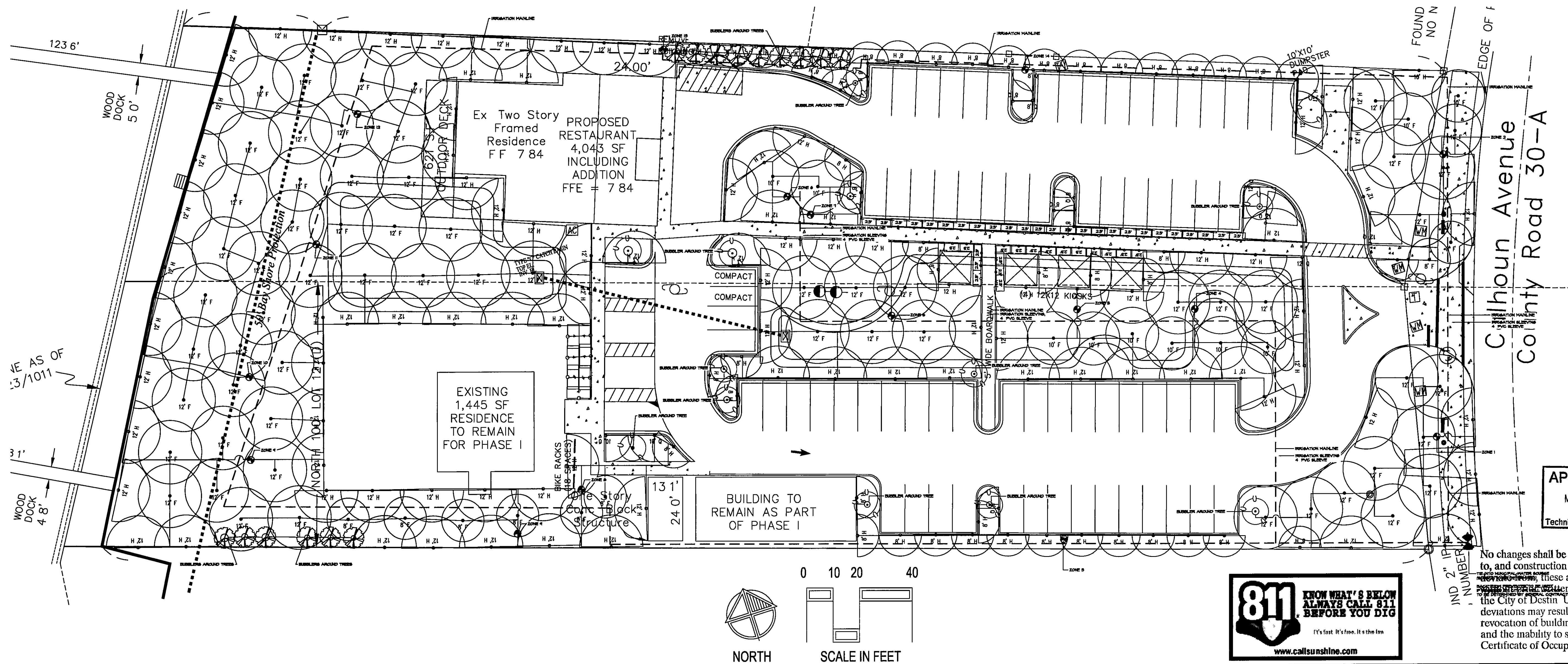
 VALVE - RAIN BIRD 100 DVF

\_\_\_\_\_ 1" PR 200 SUB MAIN  
 \_\_\_\_\_ 16 MM "BLUE STRIPE"



-  CONTROLLER (RAINBIRD ESP-16LX)
-  ELECTRIC VALVE (RAINBIRD 100-DV)
-  IRRIGATION MAINLINE (1 1/2")  
(All piping to be pressure rated at 200psi)
-  IRRIGATION LATERAL  
(Contractor shall verify pipe sizes are correct  
not exceed 5 feet per second velocity)  
All pipe sizes 1/2" unless otherwise stated  
on the plan
-  SPRAYHEAD (RAINBIRD 1800 SERIES)  
TURF AREAS (MODEL 1804)  
LANDSCAPE BEDS (MODEL 1812)

ALL IRRIGATION ROUTING IS DIAGRAMMATIC  
ROUTE PIPING TO BEST CONSERVE MATERIAL  
AND AVOID DAMAGE TO EXISTING TREES TO  
BE PRESERVED



No changes shall be made to, and construction shall not deviate from, these approved plans without the written approval from the City of Destin. Unapproved deviations may result in the revocation of building permits and the inability to secure a Certificate of Occupancy.

IRRIGATION PLAN

**SCALLYWAGS PUB & GRUB**

MINOR TIER 1 DEVELOPMENT

105/109 CALHOUN AVENUE, DESTIN, FLORIDA

**CALLEE & CO.**  
LandPlanners  
Landscape Architects

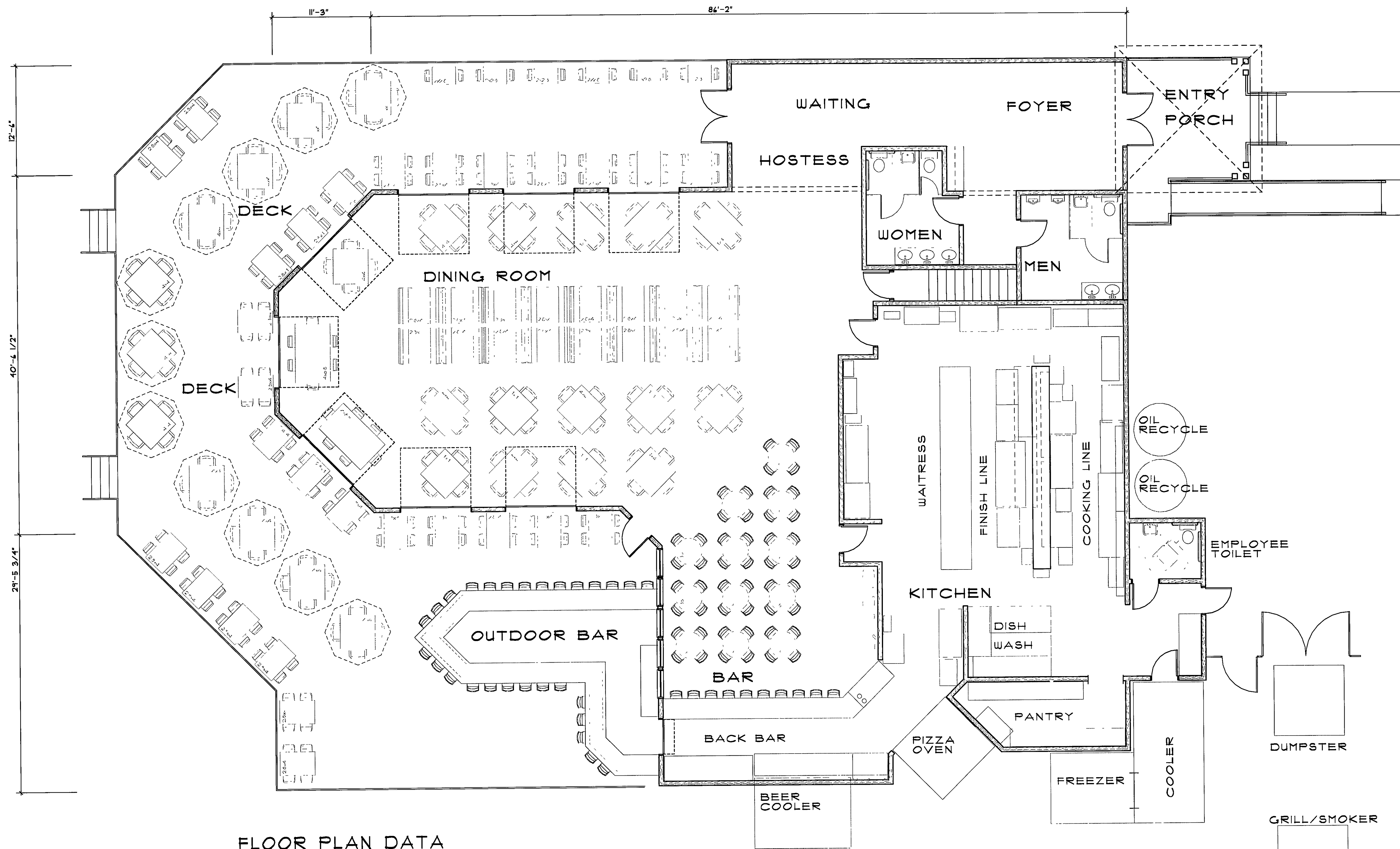
882 Harbor Blvd.  
Suite 101  
Destin, FL 32541

PHONE: 850-269-0663  
FAX: (850) 269-0087  
[www.calleebco.com](http://www.calleebco.com)









### FLOOR PLAN DATA

TOTAL HEATED & COOLED AREA = 5,500 SQUARE FEET  
 DECK AREA = 3,431 SQUARE FEET  
 ENTRY PORCH AREA = 198 SQUARE FEET



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FLOOR PLAN  
 SCALE 1/4" = 1'-0"

Michael R. Spencer, ARCHITECT  
 (850)862-1160

P. O. BOX 938  
 Fort Walton Beach, Florida 32548  
 spencer5x5@aol.com



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Scallywag's  
 PUB & GRILL  
 Calhoun Drive  
 Destin, Florida

A-4

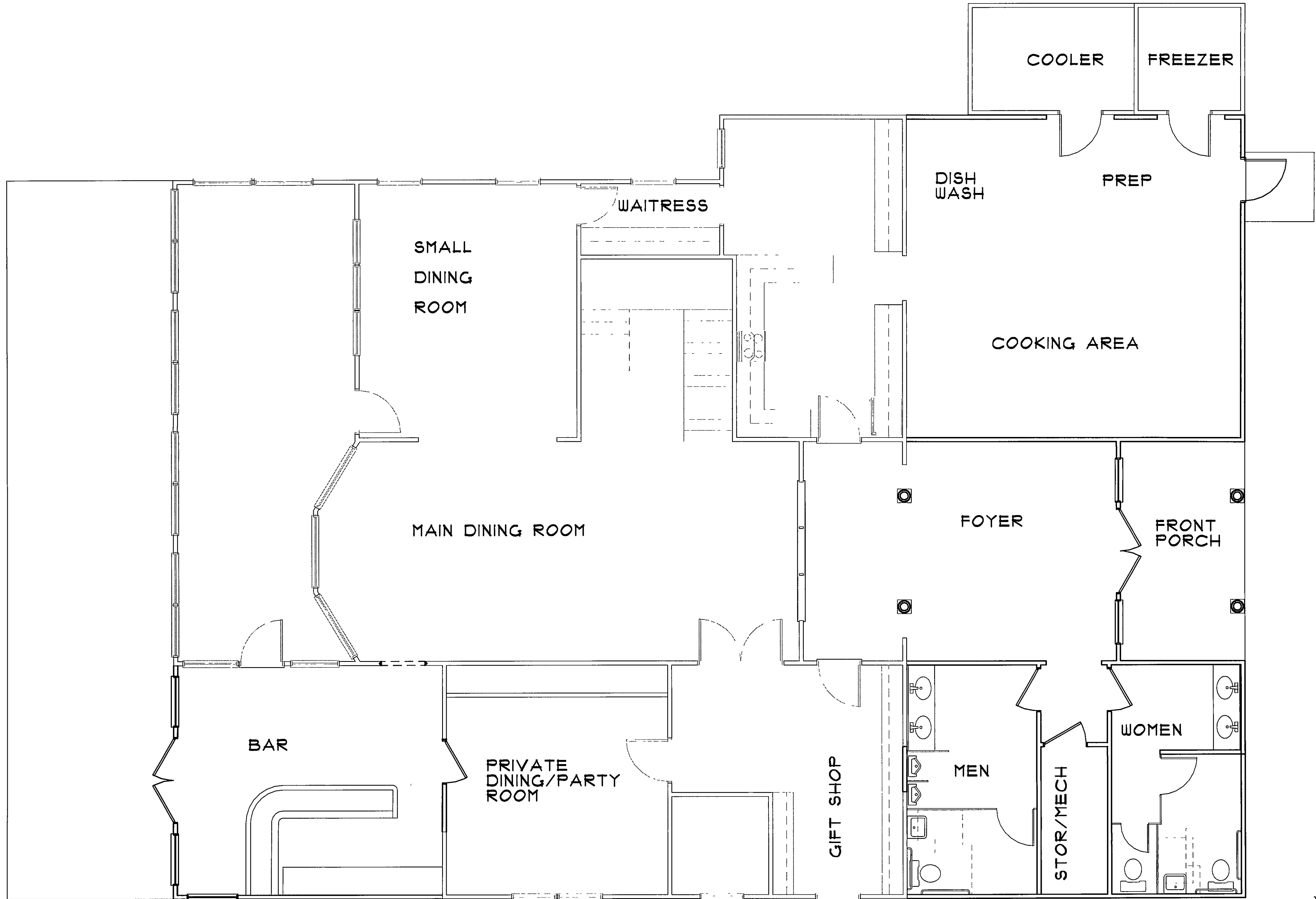


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Area=4,043.108 ft

APPROVED  
MAR 20 2013  
City of Destin  
Technical Review Team

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REVISED  
FLOOR PLAN

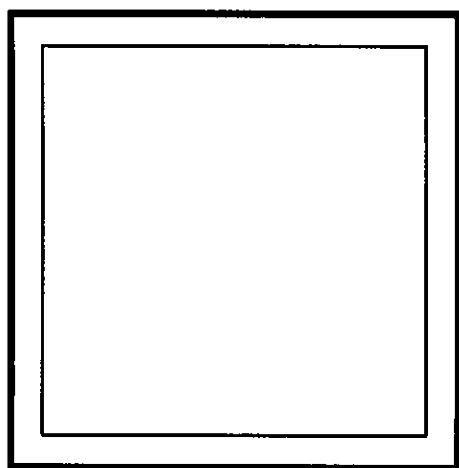
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Yellow House  
Fine Dining Restaurant  
Calhoun Drive  
Destin, Florida

6/22/2012

A-5



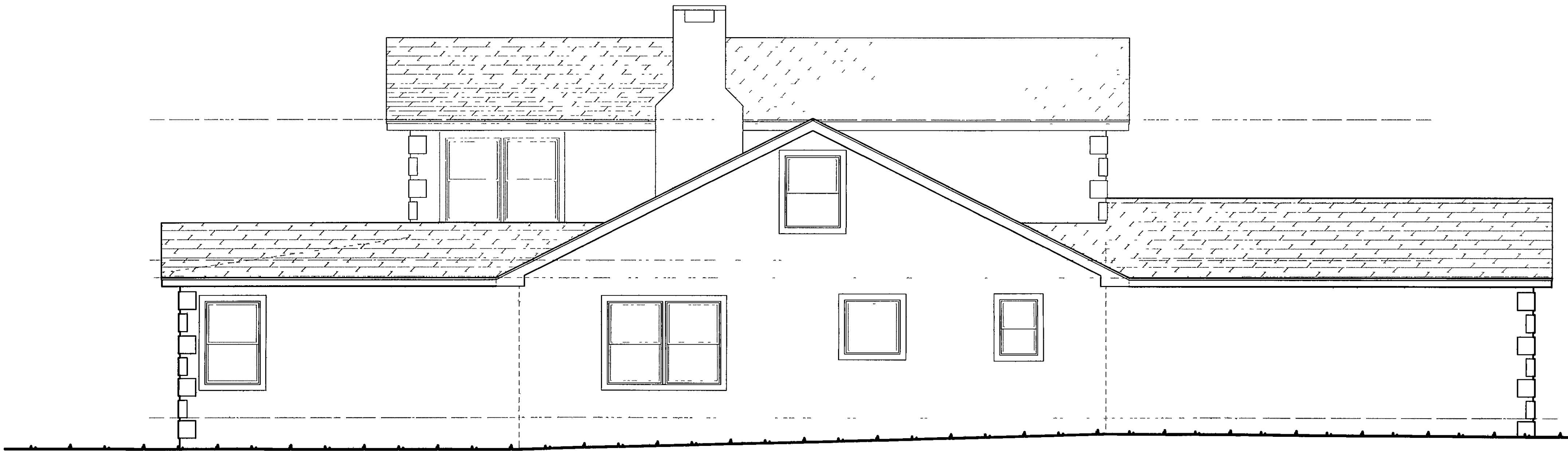


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LEFT ELEVATION

SCALE 1/4" = 1'-0"



FRONT ELEVATION

SCALE 1/4" = 1'-0"



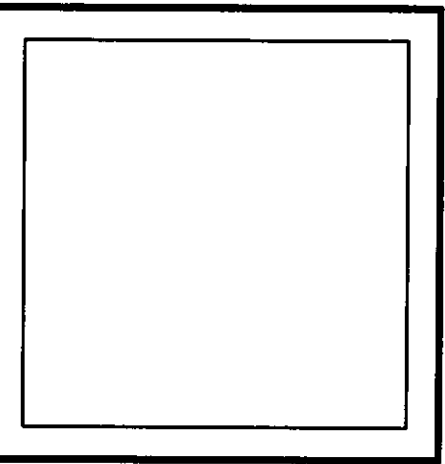
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Yellow House  
Fine Dining Restaurant  
Calhoun Drive  
Destin, Florida

4/22/2012

A-6



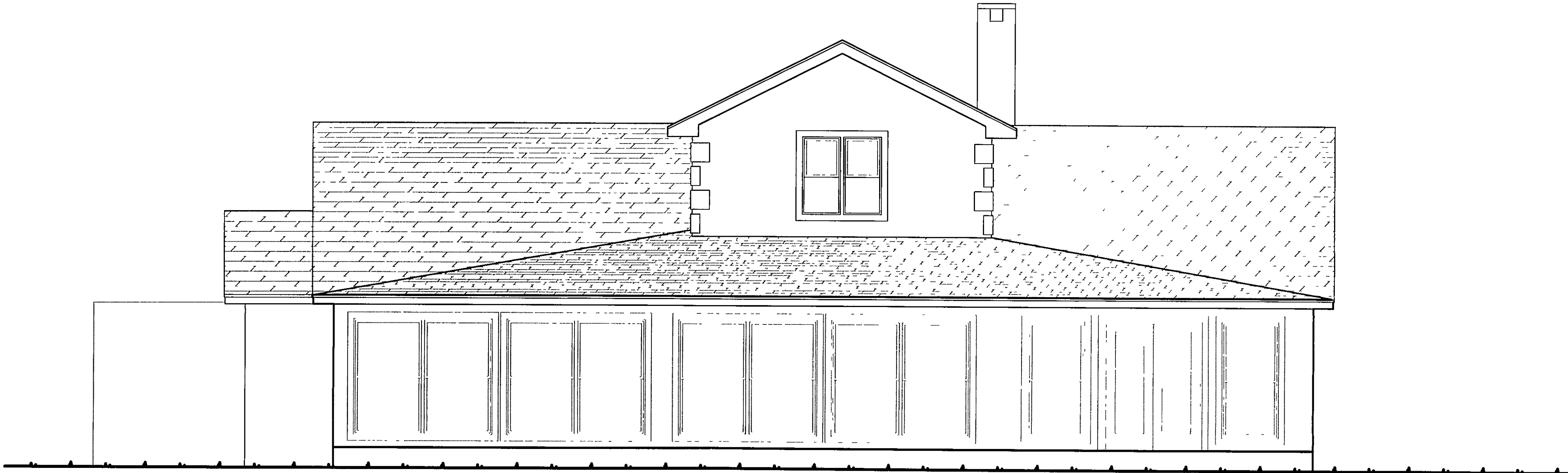


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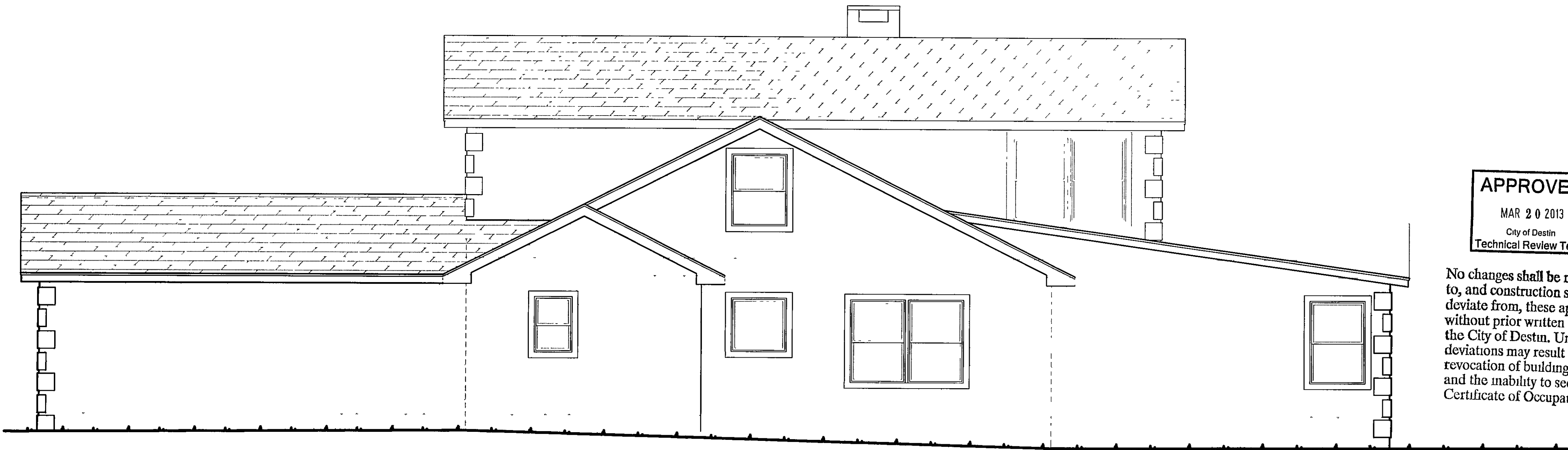


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REAR ELEVATION

SCALE 1/4" = 1'-0"



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RIGHT ELEVATION

SCALE 1/4" = 1'-0"

Yellow House

Fine Dining Restaurant

Calhoun Drive  
Destin, Florida



6/22/2012

A-7

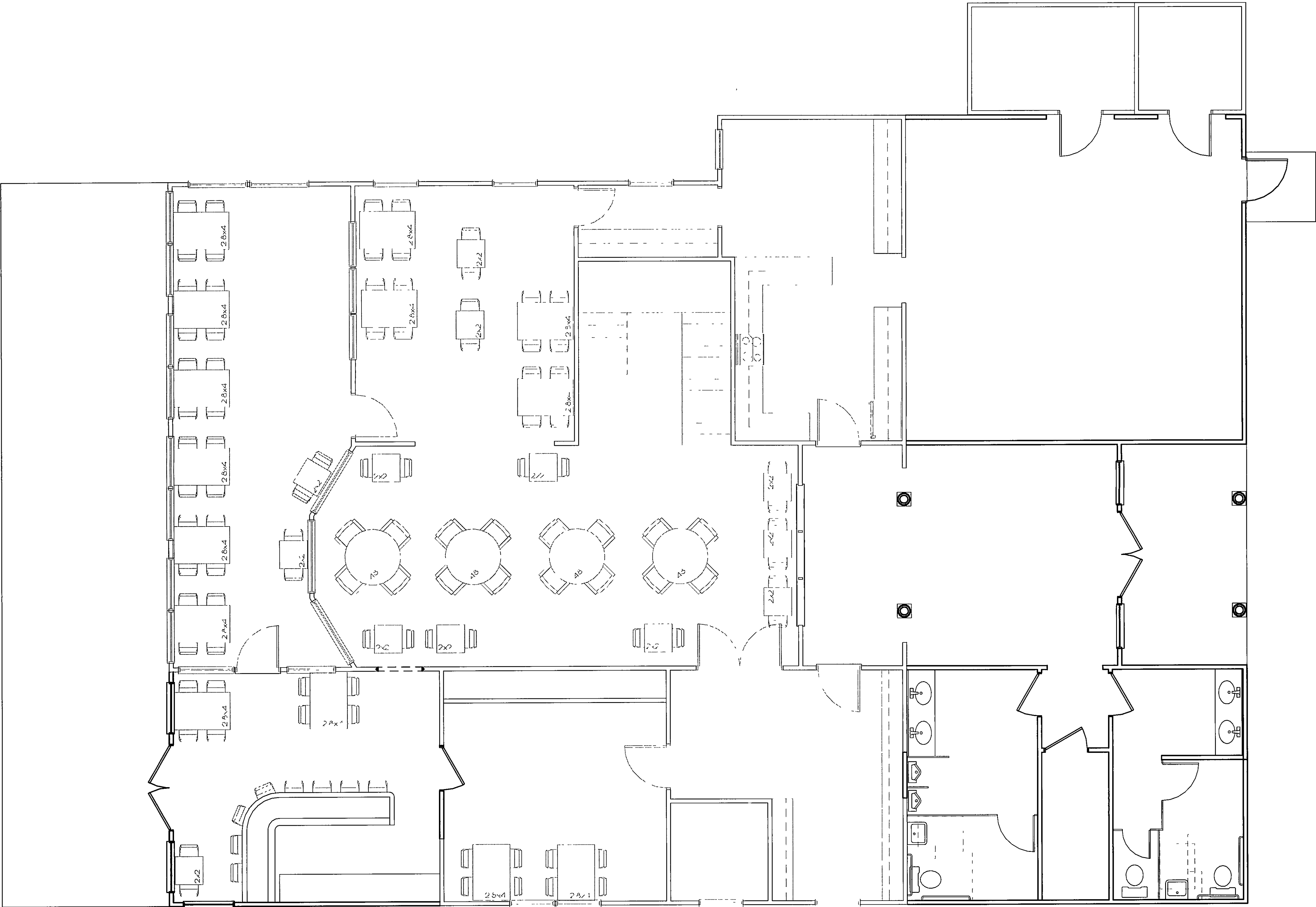


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Area=4,043.108 ft

APPROVED  
MAR 20 2013  
City of Destin  
Technical Review Team

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FURNITURE & EQUIPMENT  
FLOOR PLAN

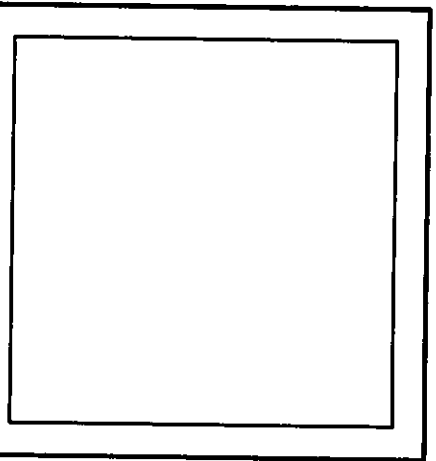
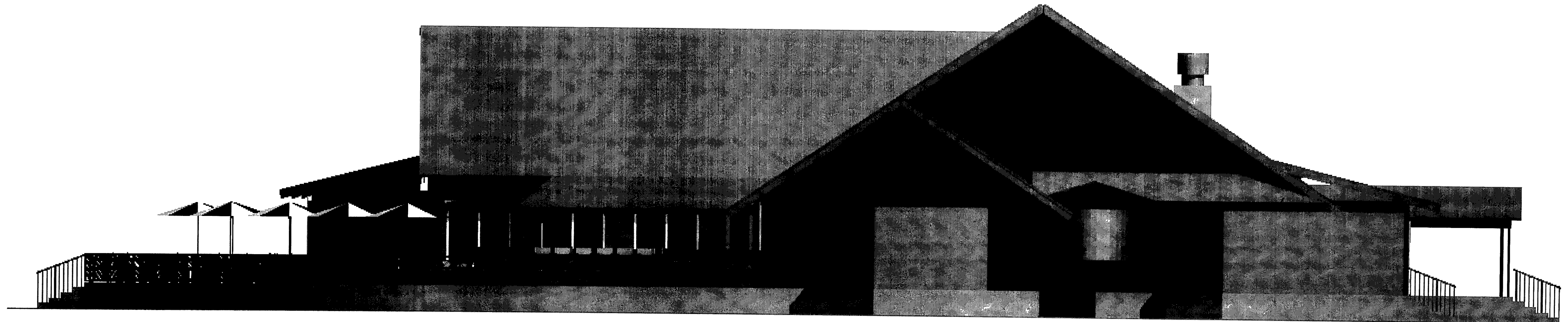
SCALE 1/4" = 1'-0"

Yellow House  
Fine Dining Restaurant  
Calhoun Drive  
Destin, Florida

6/22/2012

A-10





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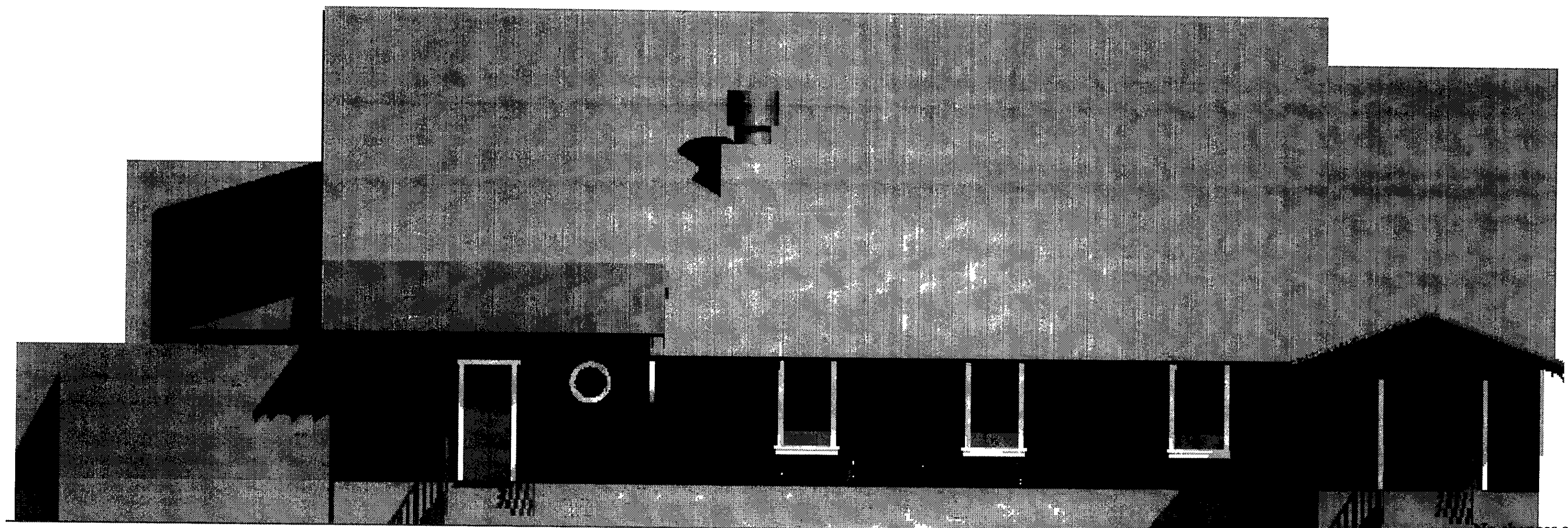
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19'-6"  
31'-5"  
9'-4"  
2'-1"

LEFT ELEVATION  
SCALE 3/16" = 1'-0"



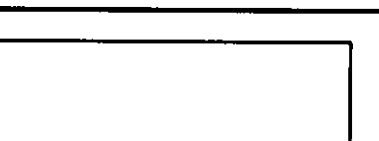
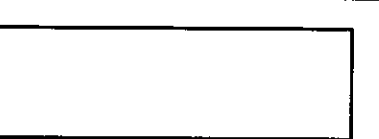
19'-6"  
31'-5"  
9'-4"  
2'-1"

APPROVED  
MAR 20 2013  
City of Destin  
Technical Review Team

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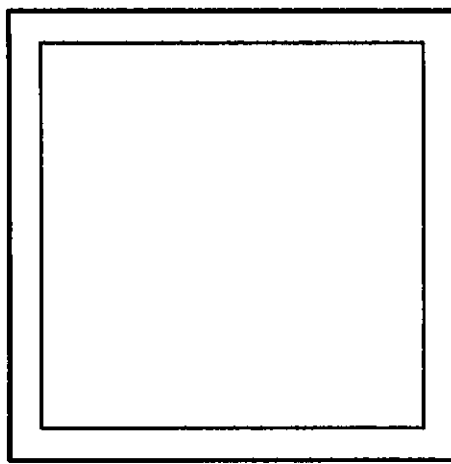
FRONT ELEVATION  
SCALE 3/16" = 1'-0"

Sallywag's  
PUB & GRUB  
Calhoun Drive  
Destin, Florida



A-7



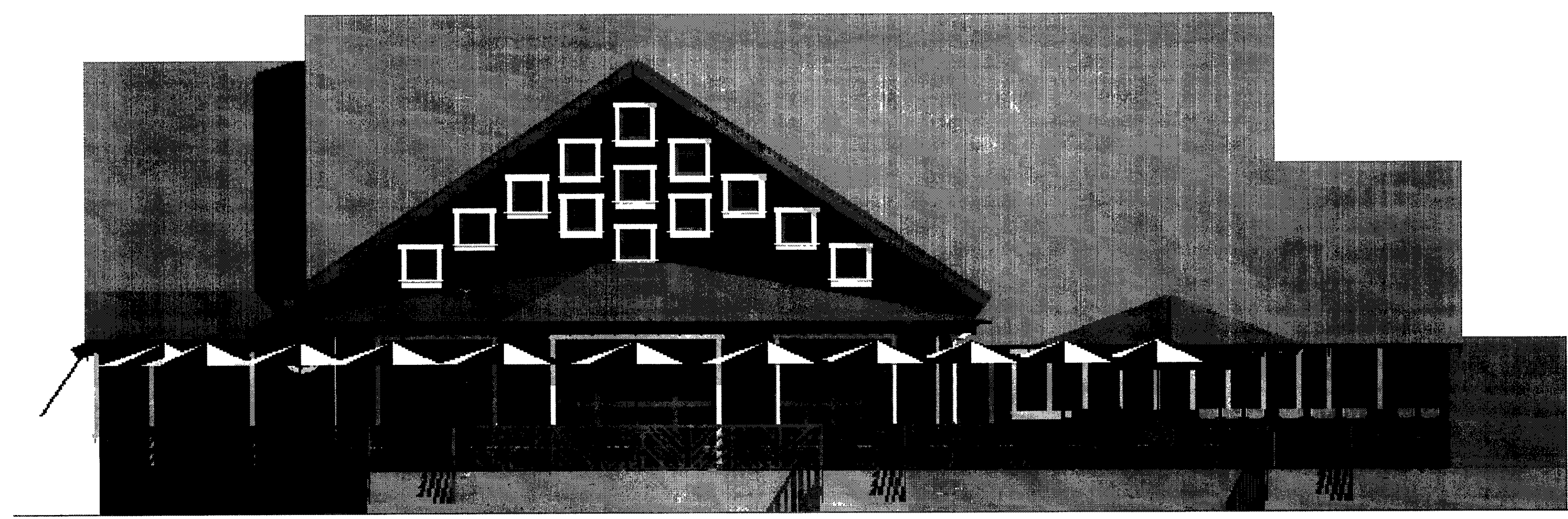


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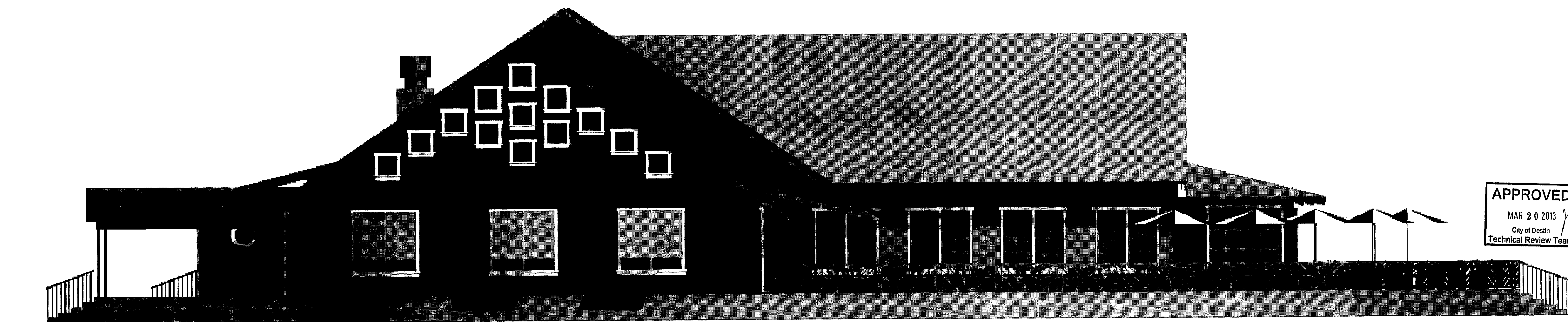
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REAR ELEVATION  
SCALE 3/16" = 1'-0"



APPROVED  
MAR 20 2013  
City of Destin  
Technical Review Team

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RIGHT ELEVATION  
SCALE 3/16" = 1'-0"

Sallywag's  
PUB & GRUB  
Calhoun Drive  
Destin, Florida

A-8





# Community Development Department

## Office of the Director

4100 Indian Bayou Trail | Destin, FL 32541 | Phone: 850-654-1119 | Email: [planning@cityofdestin.com](mailto:planning@cityofdestin.com)

**April 4, 2023**

**Development Order No. 23-11**

### **Final Development Order:**

#### **HERON HARBOR DOCKS MINOR DEVIATION TO A MINOR DEVELOPMENT ORDER (DEV-001050-2023)**

**Based upon the City's approval and issuance of this Development Order on April 4, 2023, this document will serve as your Final Development Order, and includes all of the provisions and conditions in the attached Technical Review Committee Report.**

Ed Stanford of CORE Engineering & Consulting, Inc., on behalf of Heron's Nest LLC, is requesting approval of a Minor Deviation to a Minor Development Order. The project scope includes the construction of a new commercial dock that houses twenty-five (25) slips plus one (1) transient slip, for a total of 26 slips total, and Water Taxi Boarding Area. The project is proposed at 105 & 109 Calhoun Avenue (Parcel IDs: 00-2S-22-0630-0000-1211 & 00-2S-22-0630-0000-1210).

### **DETERMINATIONS:**

1. This final development order is in accordance with the approved construction documents, which is inclusive of the Master Site Plan (Exhibit A), dated approved April 4, 2023.
2. All the findings and requirements of the Technical Review Committee report are incorporated herein.

### **CONDITIONS OF APPROVAL:**

1. Pursuant to the City of Destin Land Development Code:

Construction of infrastructure must commence within one (1) year of approval date (date from which the Final Development Order is issued by the Community Development Department) of the Final Development Order on **April 4, 2023** (no later than **April 4, 2024**), and must be completed as shown on plans approved by the Technical Review Committee.



**WARNING: If the applicant/owner has not obtained a building permit(s) for either the construction of infrastructure or construction of the entire project and that construction has not commenced within one (1) year of issuance of the final development order, the final development order will become null and void and the application for development order approval must be re-initiated (*Land Development Code (LDC) Section 2.21.00*).**

**NOTE: Construction of infrastructure shall be defined as site work, grading, or other construction activity (not including clearing and grubbing or demolition of existing structures) related to installation of roadways, access drives, parking lots, underground utilities, stormwater or drainage facilities, or building foundations (*LDC Section 2.21.00*).**

**NOTE: An applicant/owner who desires to extend the twelve (12) month (1 year) deadline for either the construction of infrastructure or construction of the entire project must submit a written request to the Community Development Department, no less than thirty (30) days prior to the expiration of the twelve (12) month deadline to obtain a building permit and commence construction of infrastructure or construction of the entire project. The applicant may receive only one extension, and such extension shall not exceed one year. The applicant /owner should review *LDC Section 2.21.00* for further explanation of the Development Order extension process.**

2. If the applicant fully complies with the requirements of Condition No. 1. above, the concurrency capacity allocation status for “**Heron Harbor Docks**” will be protected. **However, the protected concurrency status will be lost and the application for development order approval must be re-initiated if:**
  - A. **Construction permit(s) in association with construction of infrastructure or construction of the entire project are not obtained in accordance with *LDC Section 2.10.00* to maintain concurrency, or**
  - B. **Construction activity ceases for a period of one (1) year after a building permit for construction of infrastructure or construction of the entire project has been issued so that concurrency is not maintained under *LDC Article 6*.**
3. The applicant must obtain City of Destin permits for the following activities on and off site (these may require appropriate bonding):
  - A. Disturbance of the City's Right-Of-Way (Note: Applicant must obtain the proper ROW permit(s) from the Public Services Department prior to issuance of building permits, unless otherwise exempted by the Public Services Director).
  - B. Pavement cuts.
  - C. Construction of any kind.
  - D. Clearing, grubbing, or demolition.
  - E. Paving, grading, drainage, sidewalks.
  - F. Signage.
  - G. Installation of utilities.
  - H. Construction trailers.
4. The following items must be addressed in the appropriate order:
  - A. **Prior to the issuance of any City Permit**, a sign must be posted on the subject property notifying the public of the emergency contact information of the person responsible for the project. Refer to ***LDC 7.01.02(B)*** for details on the size, location and contents of the sign. Additionally, a posting of emergency contact information sign affidavit must be submitted to the Planning Division prior to the issuance of any permits.

- B. **Prior to the Commencement of Construction**, a permit, with a copy of the demolition plan for the site indicating the location of the Construction Site Screening, must be submitted and approved by the City. Said screening must meet the requirements set forth in ***Destin Code of Ordinances, Section 6-51 Screen Criteria***.
- C. **Prior to the issuance of any City Permit**, obtain a Florida Department of Environmental Protection (FDEP) National Pollutant Discharge Elimination System (NPDES) permit and submit a copy to the City Engineer, if applicable. Provide a copy of the Stormwater Pollution Prevention Plan (SWPPP) as required for the NPDES permit for all construction disturbance over 1 acre. If the site is less than 1 acre, provide an erosion control plan in accordance with LDC Article 11.
- D. **Prior to the issuance of any City Permit**, a copy of the Northwest Florida Water Management District (NFWFMD) storm water permit and a NPDES storm water construction generic Permit (if applicable) approval shall be provided.
- E. **Prior to the issuance of a Certificate of Occupancy**, the developer/owner, engineer of record and the contractor shall make themselves familiar with LDC Article 11.09.00., Illicit Discharge, and shall comply with the codes, or be subject to enforcement.
- F. **Prior to the issuance of a Certificate of Occupancy**, all applicable Impact Fees and other outstanding costs associated with this project that are owed to the City must be paid in full.

Estimated impact fee total: \$8,346.00

- G. **Prior to the issuance of a Certificate of Occupancy**, the site layout, landscaping, outdoor lighting and architectural design must be inspected and approved by the Community Development Department.
- H. Signs shall be posted along the existing docks that state “No Moring” along the length of the dock where there is no approved or identified slip.
- I. Conditioned upon only one (1) transient vessel moored at any time in the area identified as “Transient Mooring Area”.
- J. The Water Taxi Stop area shall meet all the standards for a Water Taxi Stop per ***LDC 8.09.03.A.9.d – Water Taxi Stop***.
- K. The proposed dock shall install a white navigation/security night-light installed at the furthest point seaward on said dock and such light is to be illuminated continuously from dusk to dawn every night of the year and it shall be installed prior to the issuance of a Certificate of Completeness (CC) per ***LDC 11.05.01.U***.
- L. The proposed dock shall provide appropriate firefighting equipment and facilities as specified by the Fire Marshall per ***LDC 11.05.01.V***.
- M. An Erosion and Sediment Control Plan shall be submitted, reviewed, and approved prior to

issuance of a Marine Construction Permit.

- N. The marina use will be subject to operating during the hours of 7 AM to 5 PM. While the restaurants shall not open until 5 PM.
- O. The proposed restaurant shall also reflect an updated FFE of 10'.
- P. ADA access to the dock from the ADA parking spaces shall be provided, per *2020 Florida Accessibility Code, Chapter 10*.



---

Louis Zunguze, MURP  
Community Development Director  
City of Destin

Date

---

Ed Stanford  
Authorized Agent  
CORE Engineering & Consulting, Inc.

Date

**TECHNICAL REVIEW COMMITTEE REPORT  
HERON HARBOR DOCKS  
MINOR DEVIATION TO A MINOR DEVELOPMENT ORDER (DEV-001050-2023)**

**Applicant:** Heron's Nest LLC  
**Agent:** Ed Stanford of CORE Engineering & Consulting  
**Location:** 105 & 109 Calhoun Ave.  
**Request:** New commercial dock that houses twenty-five (25) slips plus one (1) transient slip, for a total of 26 slips total, and Water Taxi Boarding Area.  
**Parcel Size:** ±2.09 acres, 91, 040 square feet  
**Future Land Use:** Calhoun Mixed Use (CMU)  
**Zoning District:** Calhoun Mixed Use (CMU)  
**Slip Density:** Compliant. 26 Allowed – 26 Provided  
**Intensity:** Not applicable  
**Application Date:** February 20, 2023  
**Approved Site Plan Date:** March 24, 2023

**DISCUSSION/FINDINGS**

Ed Stanford of CORE Engineering & Consulting, Inc., on behalf of Heron's Nest LLC, is requesting approval of a Minor Deviation to a Minor Development Order. The project scope includes the construction of a new commercial dock that houses twenty-five (25) slips plus one (1) transient slip, for a total of 26 slips total, and Water Taxi Boarding Area. The project is proposed at 105 & 109 Calhoun Avenue (Parcel IDs: 00-2S-22-0630-0000-1211 & 00-2S-22-0630-0000-1210).

**COMPREHENSIVE PLAN/LAND DEVELOPMENT CODE**

The subject property is within the **Harbor Planning Area**. Also, the property has a Future Land Use Map Designation of **Calhoun Mixed Use (CMU)** and a Zoning Designation of **Calhoun Mixed Use (CMU)**. The proposed use of a marina is consistent with these land use regulations. The project, as required by the Comprehensive Plan and the Land Development Code, has undergone a compatibility review and meets the minimum requirements.

**LAND USE**

'Marinas' are an appropriate use within the **CMU** future land use designation and a permitted use within the **CMU** zoning district.

**SLIP DENSITY**

Maximum allowed: 26 slips (25 + 1 transient)  
Provided: 26 slips

**HEIGHT**

N/A

**PITCHED ROOF**

N/A

**SETBACKS**

N/A

## **OPEN SPACE**

Minimum required: 30%

Provided: 58%

## **PLATTING**

There is no platting associated with this application.

## **CONCURRENCY MANAGEMENT**

Concurrency requirements have been met:

**Traffic:** Signed March 27, 2023

**Stormwater Management:** N/A

**Potable Water/Sanitary Sewer:** N/A

**Solid Waste:** N/A

## **AIRPORT PROTECTION**

As proposed, this project is not affected by nor affects the Destin Executive Airport. The applicant has indicated on the development order application that the proposed project is not within the Airport impact area.

**NOTE:** If construction necessitates the use of a crane, or other obstruction, which exceeds Federal Aviation Administration FAR 77 Standards (normally 200 feet above ground level), the applicant must request a variance from the FAA for temporary encroachment into this restrictive area and a copy of a completed FAA Form 7460, must be placed on file with the City of Destin prior to the crane, or other obstruction, penetrating the restricted airspace.

## **TRANSPORTATION ANALYSIS**

The submitted traffic analysis, signed and dated on February 23, 2023, indicates that the proposed development is estimated to generate approximately six (6) PM peak hour trips. This analysis is consistent with the technical methodology outlined in ***LDC 6.05.05***.

## **RIGHT-OF-WAY DEDICATION**

The project does not include any Right-of-Way dedication.

## **INGRESS/EGRESS**

Vehicular access to the property is provided by a one-way access from the Calhoun Avenue public right-of-way (ROW).

## **PEDESTRIAN NETWORK**

The existing development already provides the required pedestrian network.

## **PARKING:**

Phase I Parking Required (Completed): 19

Phase II Parking Required (Not Built): 45

New Proposed Marina Parking Required:

12 Private Boat Slips: 12

|                                            |    |
|--------------------------------------------|----|
| 13 Charter Vessels (6 passengers or less): | 46 |
| Total:                                     | 58 |

**UTILITIES:**

All utilities are required to be underground.

**STORMWATER:**

No Erosion and Sediment Control Plan was provided as part of this submittal. This plan shall be required to be reviewed and approved prior to issuance of any Marine Construction permit.

**REFUSE COLLECTION:**

All non-construction related dumpsters, trashcans, and recycling bins shall be placed in a solid waste collection area or inside a building.

**WHITE SANDS ZONE**

The proposed project site is located within a White Sands Zone II.

**LANDSCAPING**

No Landscape Plan was provided as part of this submittal. Therefore, prior to issuance of a Certificate of Completion (CC), all landscaping shall be in accordance with the previously approved Landscape Plan for the site.

**SIGNS**

No signs were reviewed for permitting or compliance with the Development Order application. All proposed signs must be permitted through a sign permit and shall comply with the sign code section of the Destin Land Development Code in effect at the time a sign application is submitted.

**IMPACT FEES:**

Final impact fee amounts have been developed using the provisions outlined in *LDC 19.03.05.A*. The impact fees for the proposed project are estimated to be:

| LAND USE      | UNITS<br>(per Birth) | PARK          | LIBRARY       | POLICE        | TRANS.            | TOTAL             |
|---------------|----------------------|---------------|---------------|---------------|-------------------|-------------------|
| Marina        | 26                   | N/A           | N/A           | N/A           | \$321.00          | \$321.00          |
| <i>Totals</i> |                      | <i>\$0.00</i> | <i>\$0.00</i> | <i>\$0.00</i> | <i>\$8,346.00</i> | <i>\$8,346.00</i> |

**OTHER FEES:** NONE

**COMMENTS:** NONE



**MINUTES OF THE  
HARBOR AND WATERWAYS BOARD MEETING  
DESTIN CITY HALL, SEPTEMBER 26, 2022 - 5:00 P.M.**

**1. CALL TO ORDER:**

Chairman Hoey called the Destin Harbor and Waterways Board meeting to order at approximately 5:00 p.m. on Monday, September 26, 2022, at Destin City Hall, with the Pledge of Allegiance immediately following.

**2. ROLL CALL:**

| <b><u>Member Present:</u></b> | <b><u>Members Absent</u></b> | <b><u>Staff:</u></b>             |
|-------------------------------|------------------------------|----------------------------------|
| Richard Hoey                  | Harvey Hurst                 | Kim Montgomery Deputy City Clerk |
| Jim Green                     | Casey Jones                  | Steve O'Connor                   |
| Bill McKissick                | John Stephens                | Sae More Planner                 |
| Guy Tadlock                   |                              | Kyle Bauman City Attorney        |

**3. PUBLIC COMMENTS:**

None

**4. NEW BUSINESS:**

**Motion by Chairman Hoey with Board member Tadlock providing the second to set aside the order of the day to move item A to the C position.**

**A) Single-Family Residential Marine Construction Proposed at 155 Calhoun Avenue**

Miss More explained the applicant is requesting the Harbor and Waterways Board's approval for single-family marine construction located at 155 Calhoun Avenue, located within the Choctawhatchee Bay, a Class II Florida Waterbody. The proposed marine construction project meets the following requirements of Section 11.05.00, City of Destin Land Development Code (LDC), in addition to providing the 25-foot riparian setback, the proposed project meets the following:

- 11.05.01.A – Construction of new dock
- 11.05.01.C, 11.05.01.D – Waste Disposal into the Harbor and Waterways of Destin
- 11.05.01.F, 11.05.01.G, and 11.05.01.M – Length of the pier

Additionally, the applicant provided a receipt of submittal from Florida Department of Environmental Protection (FDEP) of Self-Certification, File #0424960001EE. City Staff reviewed the application and determined that the plans comply with City Codes and regulations. Specifically, the proposed dock complies with LDC Section 11.05.01.M, Marina Siting, and the Coastal Management Element of the City's Comprehensive Plan (Coastal Management Element Policy 6-1.1.3). Staff recommends approval of the single-family marine construction project proposed at 155 Calhoun Avenue, consisting of one (1) 175' x 24' pier with a 24' x 8' terminal

landing, and one (1) 4'x16' finger pier, comprising a total of ±996 square feet, subject to the applicant meeting all applicable City permit requirements.

**Motion by Vice Chairman Green seconded by Board member Tadlock to recommend City Council approve the request of the single-family marine construction project proposed at 155 Calhoun Avenue, consisting of one (1) 175' x 24' pier with a 24' x 8' terminal landing, and one (1) 4'x16' finger pier, comprising a total of ±996 square feet, subject to the applicant meeting all applicable City permit requirements. The motion passed 4-0.**

### **B) Commercial Marine Construction Proposed at 105 and 109 Calhoun Avenue**

Miss More explained the applicant is requesting the Harbor and Waterways Board's approval of their application for Harbor and Waterways Board review for the construction of a 26-slip commercial marina consisting 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. Additionally, the applicant is proposing to provide a Water Taxi Boarding Area. The proposed commercial marine construction project located at 105 and 109 Calhoun Avenue, located within the Choctawhatchee Bay, a Class II Florida Waterbody. Additionally, the proposed marine construction project meets the following requirements of Land Development Code (LDC) Section 11.05.00, in addition to providing the 25-foot riparian setback on the south side of the dock,

- 11.05.01.A – Construction of new dock
- 11.05.01.C, 11.05.01.D – Waste Disposal into the Harbor and Waterways of Destin
- 11.05.01.N – Slip density
- 8.09.03.A.9.d - Water taxi stop

Miss More also stated that the applicant has provided permits from both Florida Department of Environmental Protection (FDEP), Permit No. 0317602-002-EI/46 and U.S Army Corps (USACE) of SAJ-2019-03226 (SP-SWA). City staff has reviewed the application and determined that the plans comply with city codes and regulations, aside from the Variance requested for the maximum length of the dock which will be heard before the Board of Adjustment on October 5, 2022. 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 withing the first 100+/- feet of the pier. 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 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. 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.

Staff recommends approval of the 25-slip commercial marina, also proposed to include a Water Taxi Boarding Area and 1 transient mooring slip, proposed at 105 & 109 Calhoun Avenue. The project consists 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 of total ±5,821 square feet, subject to the decision of the Board of Adjustment on the variation from the maximum permitted length of the dock, as well as the following conditions:

1. Conditioned upon the Board of Adjustment's approval for the requested 392' pier length.
2. Signs shall be posted along the existing docks that state "No Moring" along the length of the dock where there is no approved or identified slip per the submitted site plan.
3. Conditioned upon only one (1) transient vessel moored at any time in the area identified as "Transient Mooring Area" on the site plans.
4. No vessels utilized at the Heron's Nest marina shall have on-board toilets, per LDC 11.05.01.I, unless addressed within the Development Order process.
5. The Water Taxi Stop area shall meet all the standards for a Water Taxi Stop per 8.09.03.A.9.d – Water Taxi Stop.
6. The proposed dock shall install a white navigation/security night-light installed at the furthest point seaward on said dock and such light is to be illuminated continuously from dusk to dawn every night of the year and it shall be installed prior to the issuance of a Certificate of Completeness (CC) per LDC 11.05.01.U.
7. The proposed dock shall provide appropriate firefighting equipment and facilities as specified by the Fire Marshall per LDC 11.05.01.V.
8. At the time of marine construction permit application submittal, the applicant shall provide the city with revised and approved plans from FDEP and USACE reflecting 25-slips, plus one transient slip and the water taxi boarding area. The plans shall not deviate from the approved dimensions as presented or as approved by the Harbor and Waterways Board, the Board of Adjustment, or City Council.

Chairman Hoey opened the public portion of the meeting for any comment. With no one coming forward, he closed the public and asked the members for any discussion or a motion.

Agency member Tadlock asked Mr. Buckingham the following, if the project would have a net environment fee assessed and spoke of the need for projects to have pump outs.

According to Mr. O'Connor, this project does not, being that it is not on the harbor. Mr. Buckingham explained to the members this project is for Bay fishing only and there are not any charter boats with heads planned for the project, and if they would change that, he, as they all know, would have no problem installing one.

Mr. Tadlock asked about the riparian line on the eastern side, as it looks to coincide with the property line and thought it needed to be 25-feet out.

According to Mr. O'Connor, the language in the code states that projects must be 25-feet from the property line and not riparian line, and that portion of the dock he is referring to is on the riparian line.

The Chairman brought up the letters of concurrence for the adjacent property owners.

According to Mr. Buckingham, the adjacent property owners are the city of Destin and the other is present at this meeting. Additionally, the FDEP and the ACE has approved and issued the necessary permits for the project.

Mr. O'Connor reminded the members staff is required to mail letters of notifications to the adjacent property owners, which staff has done so.

Board member Green asked why slips 28, 29, & 30 were removed from their application.

According to Mr. Buckingham, they were only allowed to have x-number of slips, and even though the ACE and the FDEP approved them, staff explained per code, they could not have that many slips, so they were removed. Mr. O'Connor explained that the density for that zone is one per eight feet, which allows 26-slips.

Board member Green asked about the process for the dock length that is necessary because of the sea grasses present and the shallowness of the water. According to Mr. O'Connor, usually they would go before the Board of Adjustment first however, due to time constraints, staff needed to bring this project before this board first.

Board member Green spoke of how well the project is planned and the location and spoke in favor of the project.

Board member McKissick asked if they would have any rental boats, all charter type boats or all personal boats. According to Mr. Buckingham, they will be strictly bay fishing boats.

The Chairman spoke of the importance to have a white navigational light at the end of the of the dock, especially with this project being so far out into the water for safety purposes. He also spoke positively of the protective railings that they have planned to provide safety as well as impeding anyone from trying to tie up and dock, which is not allowed, as well as the No Mooring signage.

**Motion by Board member Green for the Harbor and Waterways Board recommend City Council approval of the Commercial Marine Construction project located at 105 and 109 Calhoun Avenue, subject to the recommended Staff conditions and all applicable Federal, State, and City permit requirements including the No Mooring signs on existing docks, with Board member McKissick providing the second.**



Chairman Hoey opened the public portion of the meeting for any comments. With no one coming forward to speak, he closed the public for comments and called for the vote. **The motion passed with a unanimous vote of 4-0.**

**C) Draft Land Development Code Marina Siting Section of the Draft Article 4 – Zoning Districts, Overlays, and on-site regulations.**

According to Mr. O'Connor, staff is prepared to take any comments or inclusions the board wishes to make or anything they notice that didn't make it into Section 4.11, or a recommendation that will be included in the draft, which will come back to them later, after the tentatively scheduled Council workshop on October 27th.

The Chairman mentioned that since they did not receive their packet until just today, they may need more time to review it all. However, he does have some comments to make since he was able to review it from the agenda center on the city website.

Mr. O'Connor explained to the members that if the issues are process related, they were moved to Article 2 and if its regulation related, it stays in Article 4, Section 11.

Chairman Hoey mentioned the following:

- Include rebuilds into the language
- Self-certifications 1000 sq. foot or less in 4.11(B)

Board member Green referred to section A-4, Docks shall not be constructed which permits commercial docking of boats without onboard toilets unless the dock is equipped with sewage pumps and asked if this applied to only new construction.

According to Mr. O'Connor, because he is not 100% positive on the nonconformity language he does not want to misquote it to them and he will get the answer and bring that information back. However, specifically for new construction, the language is if a structure is demolished or destroyed to a certain percentage, they're allowed to rebuild as it was.

Chairman Hoey spoke of the 25-foot setback used by the FDEP as well as the 10-foot setback for parallel docks along the shoreline, and asked Mr. O'Connor to have it added to the language in the Code for Holiday Isle for consideration of adoption. For clarification purposes, Mr. O'Connor asked if he would like to have the following language added throughout and not just Holiday Isle.

According to the Chairman, all docks anywhere in the city limits if the owner is wanting to build within 25-feet, or a 10-foot setback for a marginal dock, it needs to come before them for consideration and a recommendation.

After a brief discussion on this topic, the members agreed that any project where the owner is wanting to go into the riparian rights of the adjacent property, it should have to come before the Harbor & Waterways Board for recommendation for approval.

Mr. O'Connor informed the members that staff has already directed the consultant, 3TP to identify projects as Category 2, meaning they come before the Board for recommendation to City Council for a Consent Agenda approval if they break projected riparian setbacks.

Board member Green asked Mr. O'Connor to explain what is meant by the statement, in Section B, #6, "What shoreline shall require protection from erosion as determined by the city."

According to Mr. O'Connor, if there is an identified area of erosion along a shoreline, then wherever it is in the city, that property owner would have to take the appropriate measures to mitigate that erosion by whatever would be the best mitigative techniques along a shoreline.

Board member Tadlock spoke of how marginal docks on Holiday Isle are referred to as parallel docks and are limited to 6-feet beyond the property line and no mooring pilings are allowed outside that 6-feet. Additionally, the parallel docks are allowed from property line to property line. Where essentially, someone could walk up and down the canal, if not fenced, and so far, he is not aware if anyone has objected to those parallel docks being connected. Adding that the only areas of Holiday Isle where they are allowed is Sandpiper Cove, Holiday Isle, and Harbor Lights, and he would like for staff to work with Architect Review Board for the appropriate language regarding those. Additionally, in the General Regulations, Item #3, he feels the city needs to think about how more and more fuel is being unloaded at private residences on the canals in the harbor and how he is concerned for the water quality because of this. He also spoke of how he doubts there is sufficient booming taking place for these type deliveries in case there is a fuel spills, and spoke of an incident that once took place at one of the residences who had their fuel for their boat brought in, and feels there should be a limit on or not allow dispensing of large amounts of fuel in residential areas.

Board member Green asked if the covenants requirements supersede city codes. According to Mr. O'Connor, city staff only enforces city codes and if a covenants is stricter, staff will still permit the structure to meet city codes, but the owner would still have to adhere to their HOA.

Board member Tadlock suggested the city codes to reflect the HOA rules to be consistent.

Mr. O'Connor he pointed out that if each HOA has different requirements asking staff to adhere to each one's rules sets up staff to possibly make mistakes. Therefore, it's best to just have one set of rules to adhere to, to keep that from happening. However, if that is their directive, staff will draft it to bring before City Council.

Board member Green stated that to him, the contents of what they have reviewed is going in the right direction.

Mr. O'Connor informed the members that staff will input their comments and bring them back before them to review at a future date.

**5. PUBLIC COMMENT:**

**None**

**6. ADJOURNMENT:**

With there being no further discussion, the meeting adjourned at 6:40 p.m.

Adopted and approved this \_\_\_\_\_ day of \_\_\_\_\_ 2022.

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Richard Hoey, Chairman

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Kim Montgomery, Deputy City Clerk

**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



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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.

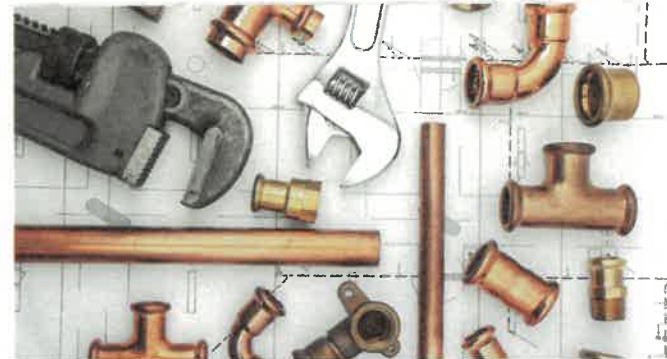
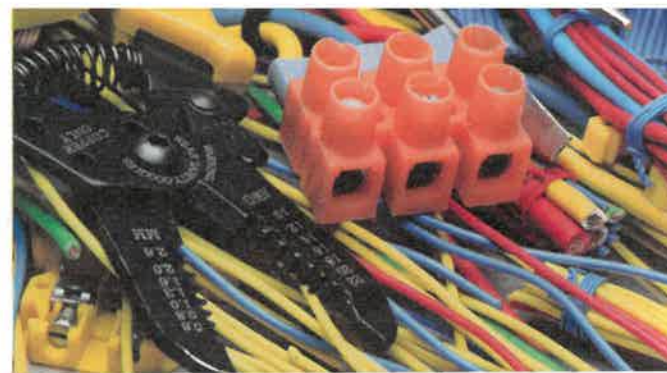
Adopted and approved this \_\_\_\_\_ day of \_\_\_\_\_ 2022.

---

Tom Weidenhamer, Chairman

---

Kim Montgomery, Deputy City Clerk



Florida Department of Business  
and Professional Regulation

2601 Blair Stone Road  
Tallahassee, FL 32399

850.487.1395

[www.myfloridalicense.com](http://www.myfloridalicense.com)



Florida  
**dbpr**  
Department of Business  
& Professional Regulation

## Dangers of hiring unlicensed contractors

Lack of education, insurance or qualifications of licensed contractors.

Typically perform substandard work, often resulting in extensive financial loss to property owners.

Non-compliance with building codes.

Possible criminal background.

## Be cautious of individuals who...

Advertise without a license number

Request cash only

Use high-pressure sales tactics

Lack a written contract

Demand a full payment up front

Solicit door to door

## Report suspected unlicensed activity!

 866.532.1440

 [ULA@myfloridalicense.com](mailto:ULA@myfloridalicense.com)



About DBPR

The Florida Department of Business and Professional Regulation licenses contractors to perform services that alter the structure of a building. Protect your property and residents’ safety by hiring licensed contractors.

Construction industry services requiring a DBPR License

- Air-conditioning contractor
- Building contractor
- Electrician
- General contractor
- Plumber
- Pool contractor
- Residential contractor
- Roofer
- Sheet-metal contractor
- Solar contractor



DBPR mobile app



Verify licenses or report unlicensed activity on the go!

Download the DBPR mobile app on iTunes or get it on Google Play!



Scan the QR code to learn more!

Requires a License (For compensation)

- Build a carport or sunroom
- Construct a roof
- Install a dishwasher (requires connecting to drinking water) or replace a hot-water heater
- Install a central air-conditioning unit (requires structural work and wiring)
- Clean central air and heat ducts (requires partial disassembly of the system, such as removal of air grills)
- Repair or replace swimming-pool pumps
- Perform plumbing work or irrigation installation that requires connecting lines to potable (drinking) water
- Install or repair irrigation systems that have a back/low preventer connected to a potable (drinking) water supply
- Build a barn, metal building or detached garage
- Remodel a home that requires altering or replacing a load-bearing wall
- Installing or replacing drywall if the contract also includes work on the load-bearing part of the wall or any plumbing, electrical or air-conditioning work

Does Not Require a License (Regardless of compensation)

- Install a driveway or install pavers/tile walkways
- Install awnings that do not become a fixed part of the structure
- Add a water filter onto a faucet
- Insert a plug-in A/C window unit
- Change an A/C filter or cleaning ducts that do not require removal of the air grills
- Clean swimming pool
- Install an above-ground pool
- Install prefabricated tool shed less than 250 sq. ft. in size. *The shed may be up to 400 sq. ft. if it bears the insignia of approval from the Department of Community Affairs.*
- Paint, install cabinets, wood or tile flooring and insulation
- Installing or replacing drywall if the contract does not include other work on the load-bearing part of the wall or any plumbing, electrical or air-conditioning work

Tips for hiring a state-licensed contractor

Licensed contractors have the appropriate education, the proper workers’ compensation and/or liability insurance, and the necessary experience to complete your project.

Before hiring a contractor, ask to see their state-issued license. Also, verify the license number with DBPR and check for any complaints.

An occupational license does not qualify an individual to act as a contractor.

Being registered with the Division of Corporations as an Inc. or LLC does not qualify an individual or company to act as a contractor.

Get a written estimate from several licensed contractors. Make sure the estimate includes the work the contractor will do, the materials involved, the completion date and total cost.

Beware of contractors who claim to be the fastest or the cheapest. Hiring them could result in poor workmanship, inferior materials or unfinished jobs.

Check with your local building department for additional information about requirements for supplementary permits and licenses.



# PROTECT YOUR INVESTMENT

## HIRE A STATE-LICENSED CONTRACTOR



### Unlicensed Construction Activity Scams

While hiring an unlicensed contractor may provide a quick fix in the short term, it could result in many serious and lasting consequences, including further damage to your property. The Department of Business and Professional Regulation (DBPR) receives varying cases of alleged unlicensed construction activity including those alleging substandard work not up to building code, instances of homeowners paying for a job that is not completed as well as contractors abandoning the project.

By hiring a licensed contractor, you will have peace of mind knowing that the project will be done by someone who has taken the time to acquire the appropriate education and the proper workers' compensation and/or liability insurance and who possesses the necessary experience.

### Tips for Hiring a Licensed Contractor

- Before you hire a contractor, ask to see the state-issued license. Also, verify the license number with DBPR and check for any complaints.
- An occupational license does not qualify an individual to act as a contractor.
- Being registered with the Division of Corporations as an Inc. or LLC does not qualify an individual or company to act as a contractor.
- Get a written estimate from several licensed contractors. Make sure the estimate includes the work the contractor will do, the materials involved, the completion date and total cost.
- Beware of contractors who claim to be the fastest or the cheapest. Hiring them could result in poor workmanship, inferior materials or unfinished jobs.
- Check with your local building department for any local license requirements.

Unlicensed activity occurs when an individual offers to perform or performs services that require a state license and the individual does not hold the required license.

Floridians are asked to report any suspected unlicensed activity to DBPR by emailing [ULA@myfloridalicense.com](mailto:ULA@myfloridalicense.com) or calling the Unlicensed Activity Hotline at **1.866.532.1440**.





Warning Signs a Contractor May Not Be Licensed:

- Unlicensed contractors often target the uninformed and inexperienced, as well as the elderly.
- No license number in advertisement or posting. By law, contractors licensed by DBPR must include their license number in all advertising.
- They want all or most of the money up front and will only accept cash. They may also want you to write the check to them individually or to “cash”.
- They give a post office box address instead of a street address.
- They show up in unmarked vehicles offering to do work and often have out-of-state tags.
- They try to convince you a permit is not necessary or that it’s cheaper if you obtain it yourself.

Construction Trades Requiring a State License:

- |                                                                                                                                                                                                                                 |                                                                                                                                                    |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------|
| <ul style="list-style-type: none"><li>• Air-Conditioning</li><li>• Building Contractor</li><li>• Electrician</li><li>• General Contractor</li><li>• Home Inspection</li><li>• Mold-Related Services</li><li>• Plumber</li></ul> | <ul style="list-style-type: none"><li>• Pool/Spa</li><li>• Residential Contractor</li><li>• Roofer</li><li>• Sheet Metal</li><li>• Solar</li></ul> |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------|

Construction Trades Not Requiring a State License:

- |                                                                                                                                                                                                       |                                                                                                                                                                           |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <ul style="list-style-type: none"><li>• Cabinet Installation</li><li>• Carpentry</li><li>• Carpet Cleaning</li><li>• Cleaning Swimming Pools</li><li>• Drywall/Sheetrock</li><li>• Flooring</li></ul> | <ul style="list-style-type: none"><li>• Installing Above-Ground Pools</li><li>• Masonry</li><li>• Painting</li><li>• Paving</li><li>• Tree Trimming and Removal</li></ul> |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------|



Contact DBPR

Customer Contact Center:  
**850.487.1395**

To report unlicensed activity:  
**1.866.532.1440**

[www.myfloridalicense.com](http://www.myfloridalicense.com)

FOLLOW US:



For answers to other questions or for assistance following a disaster or emergency:

- American Red Cross: 1.800.435.7669
- Attorney General’s Price Gouging Hotline: 1.800.646.0444
- Department of Agriculture and Consumer Services Consumer Tips for Natural Disasters: 1.800.435.7352
- Department of Elder Affairs: 1.800.963.5337
- Department of Financial Services Insurance Claim Hotline: 1.800.227.8676
- Florida Emergency Information Line 24-hour Hotline (FEIL) 1.800.342.3557 (This number is only operational during an emergency event)



DBPR Mobile app!

Download the DBPR Mobile app on iTunes or get it on Google Play!



Licensing and regulating more than one million businesses and professionals in Florida.



## For more information:

**For help with locating licensed professionals:**  
[www.myfloridalicense.com](http://www.myfloridalicense.com)

**Some professionals may be licensed through another state agency, including:**

- > Department of Financial Services [www.fldfs.com](http://www.fldfs.com)
- > Department of Agriculture and Consumer Services [www.freshfromflorida.com](http://www.freshfromflorida.com)
- > Department of Health [www.floridahealth.gov](http://www.floridahealth.gov)

**Professionals and businesses can also find helpful information at the:**

- > Department of State [www.dos.state.fl.us](http://www.dos.state.fl.us)
- > Department of Revenue [www.floridarevenue.com](http://www.floridarevenue.com)
- > Small Business Development Centers [www.floridasbdc.org](http://www.floridasbdc.org)
- > Florida Department of Economic Opportunity [www.floridajobs.org](http://www.floridajobs.org)
- > Enterprise Florida [www.enterpriseflorida.com](http://www.enterpriseflorida.com)

**For additional information on the Governor's initiatives and other state agencies:** [www.flgov.com](http://www.flgov.com)

## Contact:

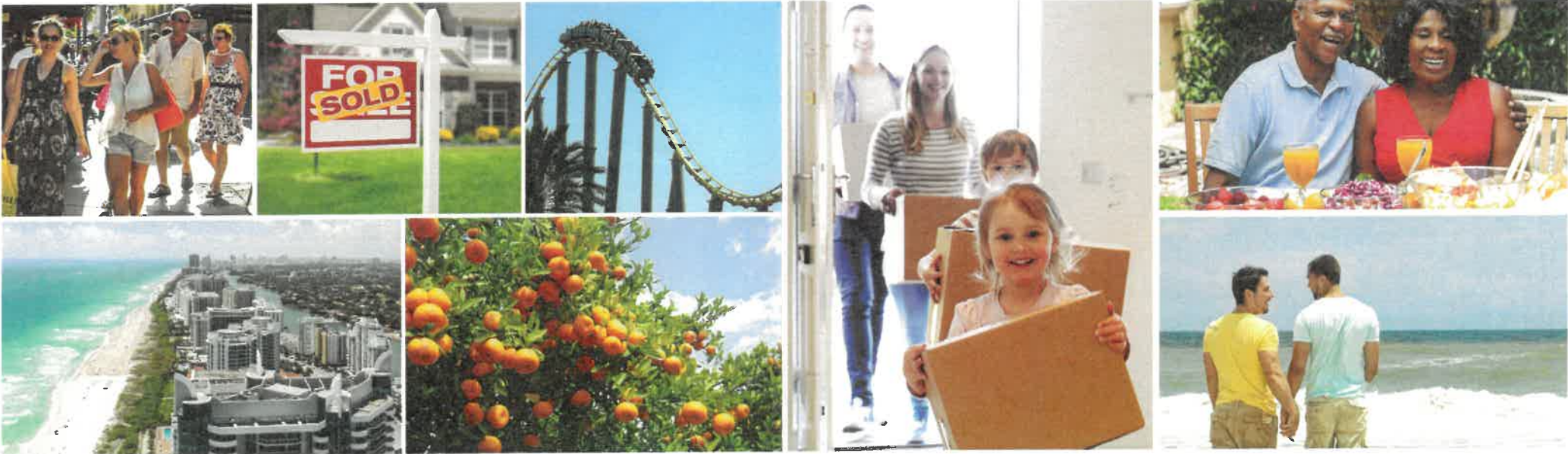
**DEPARTMENT OF BUSINESS & PROFESSIONAL REGULATION**  
2601 Blair Stone Road  
Tallahassee, FL 32399  
(850) 487-1395  
[www.MyFloridaLicense.com](http://www.MyFloridaLicense.com)

*The Department of Business & Professional Regulation was established pursuant to Chapter 20.165, Florida Statutes.*

## Follow DBPR:

-  @FloridaDBPR
-  @FloridaDBPR
-  @Florida.DBPR
-  DBPR Mobile App





## Florida’s diverse economy continues to grow.

A major source of our strength is Florida’s businesses and professionals who are licensed by the Department of Business & Professional Regulation.

Housed in offices across the state and anchored in Tallahassee, our team is committed to serving more than one million licensees and the public they serve by **“licensing efficiently and regulating fairly.”**

We are the support for the businesses that drive Florida’s economy, and we are proud to license professionals and businesses in the following categories:

- |                                |                                  |                           |
|--------------------------------|----------------------------------|---------------------------|
| > Architecture                 | > Community Association Managers | > Landscape Architects    |
| > Asbestos Consultants         | > Construction                   | > Mold-related Services   |
| > Athlete Agents               | > Cosmetologists                 | > Professional Geologists |
| > Auctioneers                  | > Electrical Contractors         | > Real Estate             |
| > Barbers                      | > Employee Leasing               | > Talent Agents           |
| > Boxing                       | > Harbor Pilots                  | > Veterinarians           |
| > Building Officials           | > Home Inspectors                |                           |
| > Building Code Inspectors     | > Interior Designers             |                           |
| > Certified Public Accountants |                                  |                           |

## An estimated 1,000 people move to Florida every day.

*DBPR is responsible for protecting Florida’s residents and visitors.*

DBPR oversees certain regulated industries in Florida:

- > Alcoholic Beverages
- > Condominiums, Timeshares and Mobile Homes
- > Hotels and Restaurants
- > Pari-Mutuel Wagering and Slot Machines
- > Tobacco Sales
- > Yacht & Ship Brokers

The department also protects some of Florida’s most vulnerable residents by enforcing laws governing:

- > Child Labor
- > Farm Labor
- > Unlicensed Activity



## DBPR Mobile app



### Download our free app

- ✓ Search food service and lodging inspection results
- ✓ Verify licenses by name or license number
- ✓ Report suspected unlicensed activity



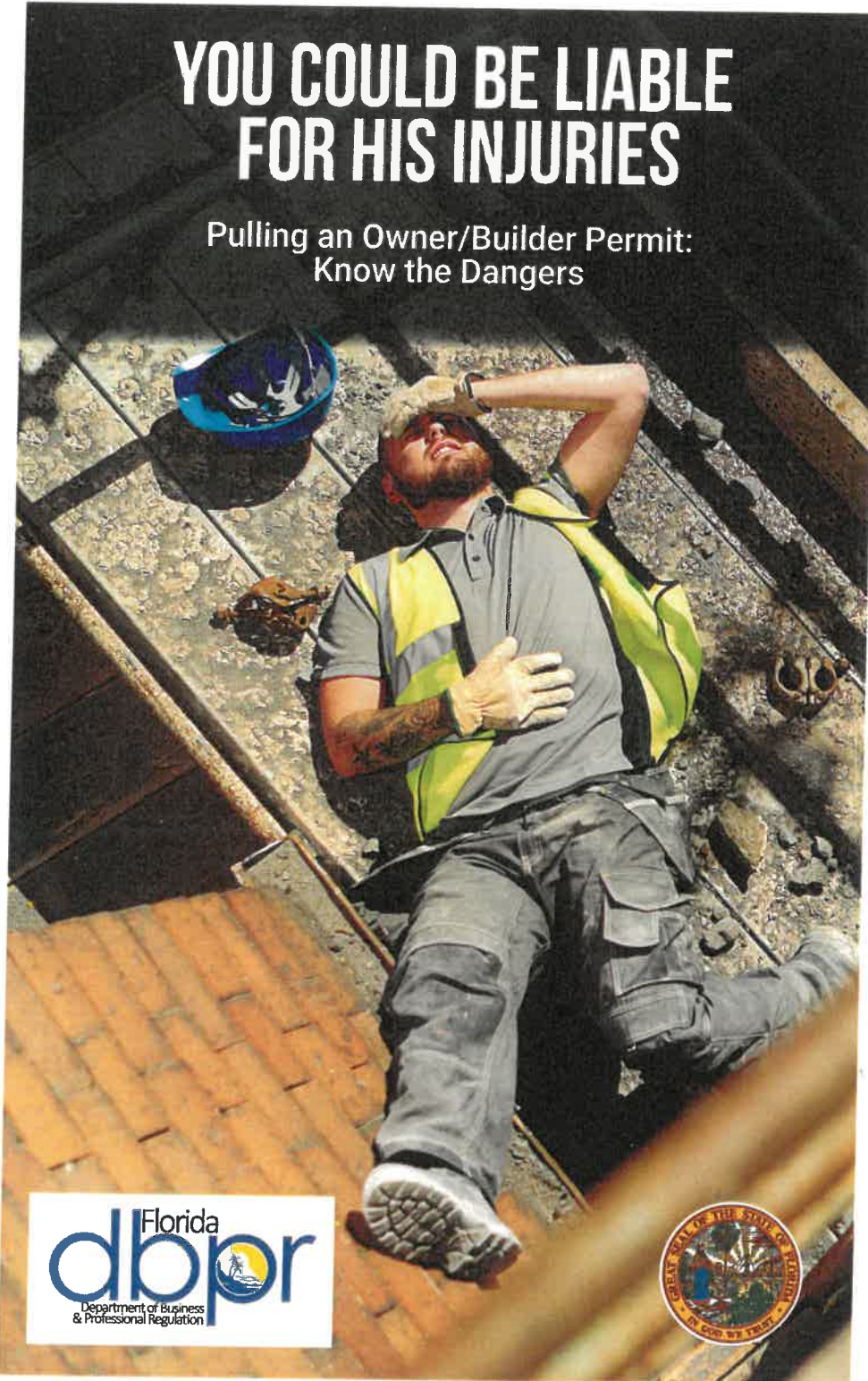
[myfloridalicense.com](https://myfloridalicense.com)

@ FloridaDBPR



# YOU COULD BE LIABLE FOR HIS INJURIES

Pulling an Owner/Builder Permit:  
Know the Dangers



# WARNING

## **Aiding unlicensed contractors may result in fines up to \$5,000.**

If someone without a construction license asks you to pull a permit, you're at risk of financial harm.

When a property owner acts as their own contractor, they must provide direct, on-site supervision of the work being performed. If you pull an owner/builder permit for an unlicensed contractor to do work on your property, you must deduct FICA and withholding taxes and provide workers' compensation insurance.

### **Dangers of Unlicensed Activity**

Poor qualifications

Poor-quality work

Possible criminal background

Likely to be victim of a scam

Limited resources for broken contracts

### **Without worker's compensation insurance, you could**

Be held liable for injuries that occur on your property

Not be covered under your homeowners' insurance policy

Be responsible for thousands of dollars in medical bills